

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

AGENDA
July 22nd, 2015 at 7:00 P.M.

- A. CALL TO ORDER:

- B. ROLL CALL: LINDSTROM ___ HARRIS ___ BROWN THUNDER ___
LONG ___ MERCER-TAYLOR ___

STAFF PRESENT: THONGVANH___

- C. PRESENTATIONS:

- D. APPROVAL OF MINUTES:
 - 1. July 8, 2015 City Council Meeting Minutes

- E. PUBLIC HEARINGS:
 - 1. De La Salle High School Conduit Bonding

- F. CONSENT AGENDA:
 - 1. General Disbursements through: 7/14/15 \$206,247.98
Payroll through: 7/15/15 \$21,012.60
 - 2. Solar Gardens - Letter of Intent to the Metropolitan Council
 - 3. Appointment of John Larkin to the Planning Commission
 - 4. Appointment of David Tenitti to the Planning Commission
 - 5. Appointment of Nick Olson to the Environment Commission

- G: POLICY ITEMS:
 - 1. Request for Authorization to Use a Portion of the City's Population
Allocation Funds from the Municipal State Aid (MSA) Account for the 2015
Pavement Management Project
 - 2. Establish Personnel Committee and Appoint Members

- H. INFORMATION/ ANNOUNCEMENTS:

- I. COMMUNITY FORUM:

- J. ADJOURNMENT:

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2077 West Larpenteur Avenue

MINUTES
July 8th, 2015 at 7:00 P.M.

- A. CALL TO ORDER: 7:00 pm
- B. ROLL CALL: LINDSTROM X HARRIS X BROWN THUNDER X
LONG X MERCER-TAYLOR X
- STAFF PRESENT: THONGVANH X
- C. PRESENTATIONS:
- D. APPROVAL OF MINUTES:
1. June 24, 2015 City Council Meeting Minutes
Approved
- E. PUBLIC HEARINGS:
- F. CONSENT AGENDA:
1. General Disbursements through: 7/01/15 \$235,235.63
Payroll through: 6/30/15 \$20,766.14
2. Approve of City License(s)
3. Authorization to submit for a MN Board of Fire Fighter Training and Education Grant
4. Approve Payment #1 to Insituform Technologies USA, LLC, for the 2015 Cured in Place Pipe (CIPP) Sanitary Sewer Lining Project
Council Member Harris Moved, Approved 5-0
- G. POLICY ITEMS:
1. Establishing an Interim Ordinance Temporary Prohibiting Certain Fences
 - City Administrator Sack Thongvanh stated that after reviewing the code in regards to fences, some inconsistency was discovered when referring to buildable and non-buildable areas. Staff would like to clarify in the code that the front yard will only allow for a 36 inch fence, despite the length of the front yard.
Council Member Long Moved, Approved 5-0

H. INFORMATION/ ANNOUNCEMENTS:

Council Member Mercer-Taylor:

Today, a meeting took place with the sustainability studies professor at the University of Minnesota to discuss projects connected to sustainability for the community. One of the possible projects was considering biking in our community and how to promote it. The sustainability fair will be on November 19th. Tomorrow, City Hall is hosting a tour of the solar panels for ten Australian students studying sustainability.

Council Member Harris:

No updates.

Council Member Long:

Ice Cream Social is happening Thursday, July 23rd from 6-8pm.

Council Member Brown Thunder:

No updates.

Mayor Lindstrom:

- Night to Unite is taking place on Tuesday, August 4th.
- Mayor Lindstrom attended a conference session on volunteerism led by The City of Roseville Volunteer Coordinator. It would be worthwhile to look into utilizing volunteers, and promoting volunteerism in Falcon Heights as The City of Roseville has done for their parks.

City Administrator Sack Thongvanh:

- Staff will be joining the Falconeers for their annual picnic on Tuesday at City Hall.
- City Administrator Sack Thongvanh will be attending the upcoming Parks and Recreation Commission meeting, and they will be discussing the budget, as well as the Larpenteur median and how they will be moving forward. Public Works has finished cleaning up and planting lilies in the Larpenteur median.
- The August workshop will be lengthy due to reviewing the general budget and having Roseville IT present on their services.

I. COMMUNITY FORUM:

J. ADJOURNMENT: 7:14 pm

Peter Lindstrom, Mayor

Dated this 8th day of July, 2015

Sack Thongvanh, City Administrator



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	July 22, 2015
Agenda Item	Public Hearing E1
Attachment	Resolution and Supporting Documents
Submitted By	Sack Thongvanh, City Administrator

Item	De La Salle High School Conduit Bonding
Description	<p>The City has the authority to conduit issue bank-qualified, tax-exempt (501(c)3) bonds each year. In a conduit financing scenario, the City lends its authority to a qualified non-profit, tax-exempt entity, and can take an administrative fee in return for lending this authority.</p> <p>De La Salle High School, through the bond attorney-Grey, Plant, and Moody, has asked Falcon Heights to utilize its conduit bonding authority to refinance the installation of various capital improvements to the Borrower’s facilities located at 1 De La Salle Drive, Minneapolis, MN 55401.</p> <p>There is no financial risk or repayment liability to the City for allowing this, and the conduit bonding does not affect the City’s bond rating. It will however, allow us to collect a flat fee of \$15,000. The request to the City for bonding is \$2,380,000.</p>
Budget Impact	The City will receive a one-time payment of \$15,000 form De La Salle High School as an administrative fee.
Attachment(s)	<ul style="list-style-type: none"> • Resolution 2015-19 Approving the Issuance of a Revenue Bond (De La Salle High School Project) Series 2015 and Authorizing the Execution and Delivery of Related Documents • Pledge Agreement • Loan Agreement • Revenue Bond 2015
Action(s) Requested	Staff would recommend approval of Resolution 2015-19 Approving the Issuance of a Revenue Bond (De La Salle High School Project) Series 2015 and Authorizing the Execution and Delivery of Related Documents and authorize the City Administrator and Mayor to execute all necessary documents.

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**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

July 22, 2015

No. 15-19

RESOLUTION APPROVING THE ISSUANCE OF A REVENUE BOND
(DE LA SALLE HIGH SCHOOL PROJECT) SERIES 2015 AND AUTHORIZING
THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS

WHEREAS, Minnesota Statutes, Sections 469.152 through 469.1655, as amended, relating to municipal industrial development (the “Act”), gives municipalities the power to issue revenue obligations for the purpose of promoting the welfare of the state by the active attraction and encouragement and development of economically sound industry and commerce to prevent so far as possible the emergence of blighted and marginal lands and areas of chronic unemployment; and

WHEREAS, the City of Falcon Heights, Minnesota (the “City”), has received from De La Salle High School, a Minnesota nonprofit corporation (the “Borrower”), a proposal that the City assist in financing a portion of the costs of a Project hereinafter defined, through the issuance of the Bond as hereinafter defined pursuant to the Act; and

WHEREAS, prior to the consideration of this Resolution, the City Council held a public hearing on the proposal:

NOW, THEREFORE, BE IT RESOLVED by the City Council of Falcon Heights, Minnesota, as follows:

Section 1. Definitions.

1.01. In this Resolution the following terms have the following respective meanings unless the context hereof or use herein clearly requires otherwise:

“Agreement” means the Loan Agreement to be entered into between the City and the Borrower relating to the Bond;

“Bond” means the Revenue Bond (De La Salle High School Project) Series 2015 to be issued by the City pursuant to this Resolution in the principal amount of up to \$2,380,000;

“Bond Documents” means the Agreement, the Pledge Agreement and the Bond;

“Borrower” means De La Salle High School, a Minnesota nonprofit corporation, its successors and assigns;

“Holder” means Northeast Bank or other registered holder of the Bond;

“Pledge Agreement” means the Pledge Agreement to be entered into between the City and the Holder relating to the Agreement and the Bond;

“Project” means various building improvements, including entrance and facade improvements, as well as improvements to learning, library and technology center spaces, for the Borrower’s educational facilities located at One De La Salle Drive in the City;

“Resolution” means this resolution of the City.

Section 2. Findings.

2.01. It is hereby found and declared that:

(a) based upon representations made to the City by representatives of the Borrower as to the nature of the Project as described in the Agreement, the Project constitutes a project authorized by the Act;

(b) the purpose of the Project is and the effect thereof is to promote the provision of nonprofit educational facilities;

(c) it is desirable that the Bond be issued by the City upon the terms set forth herein and that the City pledge its interest in the Agreement and grant a security interest therein to the Holder as security for the payment of the principal of, premium, if any, and interest on the Bond;

(d) the loan payments contained in the Agreement are fixed and are required to be revised from time to time as necessary, so as to produce income and revenue sufficient to provide for prompt payment of the principal of, premium, if any, and interest on the Bond when due, and the Agreement also provides that the Borrower is required to pay all expenses of the operation and maintenance of its facilities, including, but not limited to, adequate insurance thereon and all taxes and special assessments levied upon or with respect to its facilities and payable during the term of the Agreement;

(e) under the provisions of the Act, the Bond is not to be payable from nor charged upon any funds of the City other than the revenue pledged to the payment thereof; the City is not subject to any liability thereon; no Holder of the Bond shall ever have the right to compel any exercise of the taxing power of the City to pay the Bond or the interest thereon nor to enforce payment thereof against any property of the City; the Bond, premium, if any, and interest thereon shall not constitute an indebtedness of the City within the meaning of any constitutional, charter or statutory limitation and shall not constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers and shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City;

(f) the execution and delivery of the Bond Documents shall not conflict with or constitute, on the part of the City, a breach of or a default under any existing agreement, indenture, mortgage, lease or other instrument to which the City is subject or is a party or by which it is bound; provided that this finding is made solely for the purpose of estopping the City from denying the validity of the Bond Documents by reason of the existence of any facts contrary to this finding;

(g) no litigation is pending or, to the actual knowledge of the members of this City Council, threatened against the City questioning the organization of the City or the right of any officer of the City to hold his or her office or in any manner questioning the right and power of the City to execute and deliver the Bond or otherwise questioning the validity of the Bond or the execution, delivery or validity of the Bond Documents or questioning the pledge of revenues to payment of the Bond or the right of the City to loan the proceeds of the Bond to the Borrower; and

(h) all acts and things required under the Constitution and the laws of the State of Minnesota to make the Bond Documents the valid and binding limited obligations of the City in accordance with their terms shall have been done upon adoption of this Resolution and execution of the Bond Documents; provided that this finding is made solely for the purpose of estopping the City from denying the validity of the Bond Documents by reason of the existence of any facts contrary to this finding.

Section 3. Authorization and Approval of Documents.

3.01. Authorization. The City is authorized by the Act to issue revenue bonds and loan the proceeds thereof to finance the acquisition, construction, installation and equipping of facilities constituting a “project” as defined in the Act, and to make all contracts, execute all instruments and do all things necessary or convenient in the exercise of such authority.

3.02. Approval of Documents. Pursuant to the foregoing, there have been prepared copies of the following documents, all of which are now or shall be placed on file in the office of the City:

- (a) the Agreement;
- (b) the Pledge Agreement; and
- (c) the Bond.

The forms of the documents listed above are approved, with such variations, insertions and additions as are deemed appropriate by the parties and approved by the City.

Section 4. Execution of Bond Documents.

4.01. Upon the completion of the Bond Documents approved in Section 3.02 hereof and the execution thereof by the other parties thereto, the Mayor and the City Administrator shall execute the same on behalf of the City, and the foregoing persons and other officers of the City shall execute such other certifications, documents or instruments as bond counsel shall require, subject to the approval of the City, and all certifications, recitals and representations therein shall constitute the certificates, recitals and representations of the City. Execution of any instrument or document by one or more appropriate officers of the City shall constitute and shall be deemed the conclusive evidence of the approval and authorization by the City and the City Council of the instrument or document so executed.

Section 5. The Bond.

5.01. Form and Authorized Amount. The Bond shall be issued substantially in the form on file with the City on the date hereof with such appropriate variations, omissions and insertions as are permitted or required by this Resolution. The terms of the Bond are set forth therein, and such terms, including, but not limited to, provisions as to interest rate, dates and amount of payment of principal and interest and prepayment privileges, are incorporated by reference herein. The Bond shall bear an interest rate that is expected to not exceed 4.00% per annum. The Bond shall mature on or before December 1, 2030.

5.02. Execution. The Bond shall be executed on behalf of the City by the persons described in Section 4.01 hereof. In case any officer whose signature shall appear on the Bond shall cease to be such officer before the delivery thereof, such signature shall, nevertheless, be valid and sufficient for all purposes.

5.03. Delivery and Use of Proceeds. Prior to delivery of the Bond, the documents referred to in Section 3.02 hereof shall be completed and executed in form and substance as approved by the City. The City shall thereupon deliver to the Holder the Bond together with a certified copy of this Resolution and such closing certificates as are required by bond counsel.

Section 6. Limitations of the City's Obligations.

6.01. Notwithstanding anything contained in the Bond Documents, the Bond and any premium and interest thereon shall not constitute an indebtedness of the City within the meaning of any constitutional, charter or statutory limitation and shall not constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers and shall not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the City, and no Holder of the Bond shall ever have the right to compel any exercise of the taxing power of the City to pay the Bond or the interest thereon or to enforce payment thereof against any property of the City. The agreement of the City to perform the covenants and other provisions contained in this Resolution or the Bond Documents shall be subject at all times to the availability of revenues furnished by the Borrower sufficient to pay all costs of such performance or the enforcement thereof, and neither the City nor any of its officers, employees or agents shall be subject to any personal or pecuniary liability thereon.

Section 7. Bank Qualification.

7.01. In order to qualify the Bond as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), the City makes the following representations:

(a) The City hereby designates the Bond as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code;

(b) The reasonably anticipated amount of tax-exempt obligations (other than obligations described in clause (ii) of Section 265(b)(3)(C) of the Code) which will be issued by the City (and all subordinate entities whose obligations will be aggregated with those of the City) during this calendar year 2015 will not exceed \$10,000,000; and

(c) Not more than \$10,000,000 of tax-exempt obligations issued by the City during this calendar year 2015 have been designated as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Code.

The motion for the adoption of the foregoing resolution was duly seconded by member _____, and after full discussion thereof and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

Moved by: _____ Approved by: _____
Peter Lindstrom, Mayor

LINDSTROM	_____	In Favor	Attested by: _____
BROWN THUNDER			Sack Thongvanh, City Administrator
HARRIS	_____	Against	
LONG			
MERCER-TAYLOR			

EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF THE CITY OF
FALCON HEIGHTS, MINNESOTA

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Falcon Heights, Minnesota, was duly held in the City Hall in said City on Wednesday, July 22, 2015, commencing at 7:00 P.M.

The following Council members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.15-19

RESOLUTION APPROVING THE ISSUANCE OF A REVENUE BOND
(DE LA SALLE HIGH SCHOOL PROJECT) SERIES 2015 AND AUTHORIZING
THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS

WHEREAS, Minnesota Statutes, Sections 469.152 through 469.1655, as amended, relating to municipal industrial development (the "Act"), gives municipalities the power to issue revenue obligations for the purpose of promoting the welfare of the state by the active attraction and encouragement and development of economically sound industry and commerce to prevent so far as possible the emergence of blighted and marginal lands and areas of chronic unemployment; and

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(b) the purpose of the Project is and the effect thereof is to promote the provision of nonprofit educational facilities;

(c) it is desirable that the Bond be issued by the City upon the terms set forth herein and that the City pledge its interest in the Agreement and grant a security interest therein to the Holder as security for the payment of the principal of, premium, if any, and interest on the Bond;

(d) the loan payments contained in the Agreement are fixed and are required to be revised from time to time as necessary, so as to produce income and revenue sufficient to provide for prompt payment of the principal of, premium, if any, and interest on the Bond when due, and the Agreement also provides that the Borrower is required to pay all expenses of the operation and maintenance of its facilities, including, but not limited to, adequate insurance thereon and all taxes and special assessments levied upon or with respect to its facilities and payable during the term of the Agreement;

(e) under the provisions of the Act, the Bond is not to be payable from nor charged upon any funds of the City other than the revenue pledged to the payment thereof; the City is not

subject to any liability thereon; no Holder of the Bond shall ever have the right to compel any exercise of the taxing power of the City to pay the Bond or the interest thereon nor to enforce payment thereof against any property of the City; the Bond, premium, if any, and interest thereon shall not constitute an indebtedness of the City within the meaning of any constitutional, charter or statutory limitation and shall not constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers and shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City;

(f) the execution and delivery of the Bond Documents shall not conflict with or constitute, on the part of the City, a breach of or a default under any existing agreement, indenture, mortgage, lease or other instrument to which the City is subject or is a party or by which it is bound; provided that this finding is made solely for the purpose of estopping the City from denying the validity of the Bond Documents by reason of the existence of any facts contrary to this finding;

(g) no litigation is pending or, to the actual knowledge of the members of this City Council, threatened against the City questioning the organization of the City or the right of any officer of the City to hold his or her office or in any manner questioning the right and power of the City to execute and deliver the Bond or otherwise questioning the validity of the Bond or the execution, delivery or validity of the Bond Documents or questioning the pledge of revenues to payment of the Bond or the right of the City to loan the proceeds of the Bond to the Borrower; and

(h) all acts and things required under the Constitution and the laws of the State of Minnesota to make the Bond Documents the valid and binding limited obligations of the City in accordance with their terms shall have been done upon adoption of this Resolution and execution of the Bond Documents; provided that this finding is made solely for the purpose of estopping the City from denying the validity of the Bond Documents by reason of the existence of any facts contrary to this finding.

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Section 5. The Bond.

5.01. Form and Authorized Amount. The Bond shall be issued substantially in the form on file with the City on the date hereof with such appropriate variations, omissions and insertions as are permitted or required by this Resolution. The terms of the Bond are set forth therein, and such terms, including, but not limited to, provisions as to interest rate, dates and amount of payment of principal and interest and prepayment privileges, are incorporated by reference herein. The Bond shall bear an interest rate that is expected to not exceed 4.00% per annum. The Bond shall mature on or before December 1, 2030.

5.02. Execution. The Bond shall be executed on behalf of the City by the persons described in Section 4.01 hereof. In case any officer whose signature shall appear on the Bond shall cease to be such officer before the delivery thereof, such signature shall, nevertheless, be valid and sufficient for all purposes.

5.03. Delivery and Use of Proceeds. Prior to delivery of the Bond, the documents referred to in Section 3.02 hereof shall be completed and executed in form and substance as approved by the City. The City shall thereupon deliver to the Holder the Bond together with a certified copy of this Resolution and such closing certificates as are required by bond counsel.

Section 6. Limitations of the City's Obligations.

6.01. Notwithstanding anything contained in the Bond Documents, the Bond and any premium and interest thereon shall not constitute an indebtedness of the City within the meaning of any constitutional, charter or statutory limitation and shall not constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers and shall not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the City, and no Holder of the Bond shall ever have the right to compel any exercise of the taxing power of the City to pay the Bond or the interest thereon or to enforce payment thereof against any property of the City. The agreement of the City to perform the covenants and other provisions contained in this Resolution or the Bond Documents shall be subject at all times to the availability of revenues furnished by the Borrower sufficient to pay all costs of such performance or the enforcement

thereof, and neither the City nor any of its officers, employees or agents shall be subject to any personal or pecuniary liability thereon.

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7.01. In order to qualify the Bond as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), the City makes the following representations:

(a) The City hereby designates the Bond as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code;

(b) The reasonably anticipated amount of tax-exempt obligations (other than obligations described in clause (ii) of Section 265(b)(3)(C) of the Code) which will be issued by the City (and all subordinate entities whose obligations will be aggregated with those of the City) during this calendar year 2015 will not exceed \$10,000,000; and

(c) Not more than \$10,000,000 of tax-exempt obligations issued by the City during this calendar year 2015 have been designated as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Code.

The motion for the adoption of the foregoing resolution was duly seconded by member _____, and after full discussion thereof and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF FALCON HEIGHTS

I, the undersigned, being the duly qualified and acting City Administrator of the City of Falcon Heights, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City duly called and held on the date therein indicated, insofar as such minutes relate to calling for a public hearing on the City's revenue bond to finance a portion of the costs of a project for De La Salle High School.

WITNESS my hand this 22nd day of July, 2015.

City Administrator

PLEDGE AGREEMENT

THIS PLEDGE AGREEMENT, dated as of August __, 2015, between the CITY OF FALCON HEIGHTS, MINNESOTA, a municipal corporation and political subdivision duly organized and existing under the laws of the State of Minnesota (hereinafter referred to as the “Issuer”), and NORTHEAST BANK (hereinafter referred to as the “Lender”),

WITNESSETH:

WHEREAS, the Issuer has executed its \$2,380,000 Revenue Bond (De La Salle High School Project) Series 2015, of even date herewith (hereinafter referred to as the “Bond”); and

WHEREAS, the Issuer has entered into a Loan Agreement of even date herewith (hereinafter referred to as the “Loan Agreement”) with De La Salle High School, a Minnesota nonprofit organization (hereinafter referred to as the “Obligor”), whereby the Issuer will loan the proceeds of the Bond to the Obligor and the Obligor will repay the loan upon the terms set forth therein; and

WHEREAS, the Issuer is desirous of further securing the Bond issued to the Lender and of inducing the Lender to advance funds thereon to the Obligor on behalf of the Issuer.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. In order to secure the due and punctual payment of the Bond, the Issuer does hereby assign and grant to the Lender a security interest in all of the Issuer’s right, title, and interest in and to the Loan Agreement, including, but not limited to, the Issuer’s right to receive Loan Repayments (but not including the Issuer’s right to fees and indemnification under Section 4.3 of the Loan Agreement and attorneys’ fees and expenses under Section 6.4 thereof).

2. The Issuer hereby represents to the Lender that the Issuer is the owner of the Loan Repayments under the Loan Agreement pledged to the payment of the Bond pursuant to this Pledge Agreement, and of all rights incident thereto, to the actual knowledge of the Issuer, without inquiry or investigation, free and clear of any lien, security interest, or other encumbrance other than the security interest arising hereunder.

3. The Issuer hereby authorizes the Lender to exercise, whether or not an Event of Default has occurred under the Loan Agreement, either in the Issuer’s name or the Lender’s name, any and all rights or remedies available to the Issuer under the Loan Agreement. The Issuer agrees, on request of the Lender, to execute and deliver to the Lender such other documents or instruments as shall be deemed necessary or appropriate by the Lender at any time to confirm or perfect the security interest hereby granted.

4. The Issuer will not:

(a) exercise or attempt to exercise any remedies under the Loan Agreement or terminate, modify, or accept a surrender of, or offer or agree to any termination, modification, or surrender of the same, or, by affirmative act, consent to the creation or existence of any security interest or other lien in the Loan Agreement to secure payment of any other indebtedness; or

(b) receive or collect or permit the receipt or collection of any payments, receipts, rentals, profits, or other moneys under the Loan Agreement (except the Issuer's rights to fees and indemnification under Section 4.3 of the Loan Agreement and attorneys' fees and expenses under Section 6.4 thereof), or assign, transfer or hypothecate (other than to the Lender hereunder) any of the same then due or to accrue in the future.

5. The Issuer expressly covenants and agrees that the Lender shall be entitled to receive all payments under the Loan Agreement, other than any payments made by the Obligor pursuant to the Issuer's right to fees and right of indemnification contained in Section 4.3 thereof and the payment by the Obligor of attorneys' fees and expenses under Section 6.4 thereof, and pursuant to the Loan Agreement the Obligor has agreed to make such payments directly to the Lender. The Lender covenants and agrees that all payments received by the Lender under the Loan Agreement shall be applied to the payment of principal of and interest and premium, if any, and other indebtedness, if any, on the Bond, pursuant to the priority of payment provisions of Section 6.7 of the Loan Agreement.

6. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party, and all the covenants, promises, and agreements in this Pledge Agreement contained by or on behalf of the Issuer or the Lender shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

7. The unenforceability or invalidity of any provision or provisions of this Pledge Agreement shall not render any other provision or provisions herein contained unenforceable or invalid.

8. This Pledge Agreement may not be amended or modified except in writing signed by the Issuer and the Lender.

9. This Pledge Agreement may be executed, acknowledged, and delivered in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

10. The terms used in this Pledge Agreement which are defined in the Loan Agreement shall have the meanings specified therein unless the context of this Pledge Agreement otherwise requires, or unless such terms are otherwise defined herein.

11. The Lender recognizes and agrees to the limitation of the Issuer's liability as set forth in Section 7.6 of the Loan Agreement. The Lender recognizes and understands that the Bond is a limited obligation of the Issuer payable solely from payments derived pursuant to the Loan Agreement and from the property which secures payment of the Bond. The Lender recognizes and understands that the Bond and the interest thereon shall never constitute a debt of the Issuer within

the meaning of any constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Issuer or a charge against the Issuer's general credit or taxing power. The Lender recognizes and understands that the Bond does not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the Issuer, except revenues under the Loan Agreement, and the agreement of the Issuer to perform or cause the performance of the covenants and other provisions set forth in the Bond shall be subject at all times to the availability of revenues from the Loan Agreement sufficient to pay all costs of such performance or the enforcement thereof.

12. The Lender recognizes and agrees that the Issuer has no pecuniary liability to the Lender or any subsequent holder of the Bond for the Issuer's failure to investigate, or negligence in the investigation of, the financial position or prospects of the Obligor or for failure of the Issuer to consider, or negligence in the consideration of, the adequacy of terms of, or collateral security for, the Bond or any related agreement. The Lender recognizes and agrees that the Issuer has no liability in connection with the issuance or sale of the Bond concerning representations made by or for performance of the obligation of any person who is a party to a related transaction or agreement, except as is specifically provided in this Pledge Agreement, the Loan Agreement and the Bond.

13. The Lender hereby accepts and confirms its obligation to disburse the proceeds of the Bond as described in Section 3.5 of the Loan Agreement.

14. This Pledge Agreement has been made under the laws of the State of Minnesota, without reference to its Conflicts of Law, and such laws will control its interpretation and enforcement. All of the terms, representations, warranties, and covenants of this Pledge Agreement shall survive closing and shall not merge upon the execution or filing of any other documents.

IN WITNESS WHEREOF, the Issuer and the Lender have caused this Pledge Agreement to be duly executed as of the day and year first above written.

CITY OF FALCON HEIGHTS, MINNESOTA,
as Issuer

By _____
Mayor

By _____
City Administrator

NORTHEAST BANK, as Lender

By _____
Its Vice President

LOAN AGREEMENT
BETWEEN
CITY OF FALCON HEIGHTS, MINNESOTA
AND
DE LA SALLE HIGH SCHOOL

Dated as of August __, 2015

The interest of the City of Falcon Heights, Minnesota in this Loan Agreement has been assigned to Northeast Bank, pursuant to a Pledge Agreement of even date herewith.

This instrument was drafted by:

Gray, Plant, Mooty, Mooty & Bennett, P.A.
80 South Eighth Street, Suite 500
Minneapolis, Minnesota 55402
(612) 632-3000

LOAN AGREEMENT

THIS LOAN AGREEMENT, dated as of August __, 2015, between the CITY OF FALCON HEIGHTS, MINNESOTA, a municipal corporation and political subdivision, duly organized and existing under the laws of the State of Minnesota (called herein the “Issuer”), and DE LA SALLE HIGH SCHOOL, a Minnesota nonprofit organization (called herein the “Obligor”),

WITNESSETH: That the Issuer and the Obligor, each in consideration of the representations, covenants and agreements of the other as set forth herein, mutually represent, covenant and agree as follows:

ARTICLE 1 DEFINITIONS AND RULES OF INTERPRETATION

Section 1.1. Definitions. In this Loan Agreement the following terms have the following respective meanings unless the context hereof clearly requires otherwise:

Act: Minnesota Statutes, Sections 469.152 to 469.1655, as amended;

Bond: the Revenue Bond (De La Salle High School Project) Series 2015, dated as of the date hereof, to be issued by the Issuer in the principal amount of \$2,380,000 pursuant to the Resolution and issued to the Lender;

Bond Counsel: the firm of Gray, Plant, Mooty, Mooty & Bennett, P.A., of Minneapolis, Minnesota, or any other firm of nationally recognized bond counsel experienced in tax-exempt financing, selected by the Issuer and acceptable to the Obligor and the Lender;

Business Day: any day that the principal office of the Lender is open for business;

Code: the Internal Revenue Code of 1986, as amended;

Costs of Issuance: all attorneys’ fees and disbursements (including Bond Counsel and counsel for the Issuer, the Obligor and the Lender), and other fees incurred by the Obligor in connection with the issuance of the Bond;

Event of Default: any of the events described in Section 6.1 hereof;

Issuer: the City of Falcon Heights, Minnesota, its successors and assigns;

Lender: Northeast Bank, its successors and assigns;

Loan: the loan by the Issuer to the Obligor of the proceeds of the Bond pursuant to this Loan Agreement;

Loan Agreement: this Loan Agreement, dated as of the date hereof, between the Issuer and the Obligor, including any amendment hereof or supplement hereto;

Loan Repayments: the payments required of the Obligor pursuant to Sections 3.2 and 3.3 of this Loan Agreement;

Obligor: De La Salle High School, a Minnesota nonprofit organization, its successors and assigns;

Pledge Agreement: the Pledge Agreement, dated as of the date hereof, between the Issuer and the Lender, including any amendment thereof or supplement thereto;

Project: various building improvements, including entrance and façade improvements, as well as improvements to learning, library and technology center spaces, for the Obligor's educational facility located at One De La Salle Drive in the City of Minneapolis;

Project Costs: the capital costs of the Project and the Costs of Issuance;

Resolution: the Resolution adopted July 22, 2015, by the City Council of the Issuer authorizing the issuance of the Bond and establishing the terms and conditions thereof.

Section 1.2. Rules of Interpretation.

(A) This Loan Agreement shall be interpreted in accordance with and governed by the laws of the State of Minnesota.

(B) The words "herein," "hereof" and "hereunder" and words of similar import, without reference to any particular section or subdivision, refer to this Loan Agreement as a whole rather than to any particular section or subdivision hereof.

(C) The article and section headings herein are for convenience only and shall not affect the construction hereof.

(D) References herein to any particular section or subdivision hereof are to the section or subdivision of this instrument as originally executed.

**ARTICLE 2
REPRESENTATIONS**

Section 2.1. Representations by the Issuer. The Issuer makes the following representations as the basis for its covenants herein:

(A) The Issuer is a duly organized and existing municipal corporation and political subdivision of the State of Minnesota.

(B) To the actual knowledge of the undersigned, without inquiry or investigation, there is no pending or threatened suit, action or proceeding against the Issuer before any court, arbitrator, administrative agency or other governmental authority that challenges the Issuer's execution and delivery of the Bond, the Loan Agreement or the Pledge Agreement.

(C) To the actual knowledge of the undersigned, without inquiry or investigation, the execution and delivery of the Bond, the Loan Agreement and the Pledge Agreement will not constitute a breach of or default under any existing (a) provision of any special legislative act or charter provision relating to the establishment of the Issuer, or (b) agreement, indenture, mortgage, lease or other instrument to which the Issuer is a party or by which it is bound.

(D) No proceeding of the Issuer for the issuance, execution or delivery of the Bond, the Loan Agreement or the Pledge Agreement has been repealed, rescinded, amended or revoked.

Section 2.2. Representations by the Obligor. The Obligor makes the following representations, upon which the Lender and the Issuer may rely:

(A) The Obligor is a nonprofit organization duly organized and validly existing under the laws of the State of Minnesota, and has full power to enter into this Loan Agreement and carry out its obligations hereunder, and by proper action has authorized the execution and delivery of this Loan Agreement.

(B) The execution and delivery of this Loan Agreement and the consummation of the transactions contemplated hereby and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of the Obligor's organizational documents or of any of the terms and conditions of any court order, judgment or decree, or any mortgage, indenture, loan agreement or other restriction dealing with money borrowed by the Obligor or any agreement or instrument to which the Obligor or any property of the Obligor is subject (except any conflict or breach which has been waived in a writing duly executed by the party having authority to so waive such conflict or breach), and do not and will not constitute a default under any of the foregoing or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any property or assets of the Obligor contrary to the terms of any agreement or instrument to which the Obligor is a party or by which it is bound.

(C) The Obligor does not rely on any warranty of the Issuer or the Lender, either express or implied, that the Project is or will be suitable to the Obligor's needs and recognizes that under the Act the Issuer is not authorized to operate the Project or to expend any funds thereon other than the revenues received by it therefrom or the proceeds of the Bond or other funds granted to it for purposes contemplated in the Act.

(D) There is no suit, action, proceeding or investigation pending or threatened or to the knowledge of Obligor any basis therefor at law or in equity or by or before any court, arbitrator, administrative agency or other federal, state or local governmental authority which individually or in the aggregate, if adversely determined, might have a material adverse effect on, or affect the validity as to the Obligor of, any of the transactions contemplated hereby or the ability of the Obligor to perform its obligations hereunder or as contemplated hereby.

(E) The Obligor has reviewed and approved the terms and conditions of the Bond.

(F) The Obligor has no current intention to sell or otherwise dispose of any part of the property included in the Project during the term of the Bond, other than as permitted by Section 4.2(A) hereof.

(G) No public officer of the Issuer who is authorized to take part in any manner in making this Loan Agreement or any contract contemplated hereby has taken any official action substantially affecting the same in which she/he, individually, or an organization with which she/he is associated has a substantial financial interest.

Section 2.3. Tax Covenants. The Obligor makes the following covenants regarding issues raised by the Code, upon which the Lender and the Issuer may rely:

(A) The Costs of Issuance financed by the Bond shall not exceed two percent (2%) of the proceeds thereof.

(B) The Obligor will fulfill all conditions specified in Section 145 of the Code, to qualify the Bond as a “qualified 501(c)(3) bond” thereunder.

(C) In addition to the Bond, no other obligations have been or are expected to be issued under Section 103(a) of the Code for sale at substantially the same time (within 15 days) as the Bond is sold, pursuant to the same plan of financing, including bonds for the same facility or related facilities, and which are reasonably expected to be paid from substantially the same source of funds, determined without regard to guarantees from unrelated parties, or to otherwise become part of the same “issue of obligations” of the Bond as described in Treasury Regulations Section 1.150-(1)(c)(1), so as to impair the exclusion from gross income under Section 103 of the Code of the interest on the Bond.

(D) No portion of the proceeds of the Bond will be used to provide any airplane, skybox or other private luxury box, facility primarily used for gambling, or store the principal business of which is the sale of alcoholic beverages for consumption off premises, all within the meaning of Section 147 of the Code.

(E) The average weighted maturity of the Bond does not exceed one hundred twenty percent (120%) of the average reasonably expected economic life of the property included in the Project to be financed by the Bond.

(F) The Obligor shall provide the Issuer at the Bond Closing with all information required to satisfy the informational reporting requirements set forth in Section 149(e) of the Code, including the information necessary to complete IRS Form 8038.

(G) No portion of the proceeds of the Bond will be used to acquire property to be leased to the government of the United States of America or to any department, agency or instrumentality of the government of the United States of America; and no proceeds of the Bond shall be invested in investments which cause the Bond to be federally guaranteed within the meaning of Section 149(b) of the Code.

(H) The Obligor will not use the proceeds of the Bond in such a manner as to cause the Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code and applicable Treasury Regulations; and to this end, unless an exception applies, the Obligor on behalf of the Issuer shall pay to the United States, as a rebate, an amount equal to the sum of (i) the excess of (I) the aggregate amount earned on all nonpurpose obligations (other than investments attributable to an excess described in this clause), over (II) the amount which would

have been earned if all nonpurpose obligations were invested at a rate equal to the yield on the Bond plus (ii) any income attributable to the excess described in clause (i), at the times and in the amounts required by Section 148 of the Code, all within the meaning of Section 148 of the Code. The Obligor shall maintain records of the interest rate borne by the Bond and the investments of proceeds thereof in adequate detail to enable the Obligor to calculate the amount of any rebate required to be made to the United States. The Obligor shall pay the rebate to the United States at times and in installments which satisfy Section 148 of the Code and the regulations, at least once every five years and within sixty (60) days after the day on which the Bond is redeemed. Calculations of the amount to be rebated shall be made at least every five years, by a qualified rebate specialist selected by the Obligor, and the Lender shall be furnished with such calculations within sixty (60) days of the time they are made. The records for such calculations shall be retained until six (6) years after the retirement of the Bond. The rebate shall be calculated as provided in the applicable Treasury Regulations, including taking into account the gain or loss on the disposition of nonpurpose investments. The Obligor shall acquire nonpurpose obligations at their fair market value.

(I) At least 85% of the spendable proceeds of the Bond will be used to carry out the governmental purpose of the Bond within the 3-year period beginning on the date of issuance of the Bond and not more than 50% of the proceeds of the Bond will be invested in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for 4 years or more, and therefore the Bond is not a “hedge bond” within the meaning of Section 149(g) of the Code.

(J) The Obligor will not otherwise knowingly use Bond proceeds, including earnings thereon, or take, or permit or cause to be taken, any action that would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bond, nor otherwise omit to take or cause to be taken any action necessary to maintain such exclusion; and, if it should take or permit, or omit to take or cause to be taken, as appropriate, any such action, the Obligor shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

(K) If the Obligor sells or otherwise disposes of the Project so that such property is no longer owned by a governmental unit or an organization described in Section 501(c)(3) of the Code, the Obligor shall cause a redemption of the outstanding principal amount of the Bond. The redemption shall be made subsequent to the disposition at the earliest time allowed under the Bond.

Section 2.4. The Lender may Rely on Representations. The Issuer and the Obligor agree that the representations contained in this Article 2 are for the use and benefit of the Lender, and the Lender shall be entitled to rely thereon, subject however, to the limitations on liability set forth in Section 7.6 hereof.

ARTICLE 3 THE LOAN

Section 3.1. Amount and Source of the Loan. The Issuer agrees to lend to the Obligor and the Obligor agrees to borrow from the Issuer, upon the terms and conditions herein and in the Bond

specified, the principal sum of \$2,380,000 by having the proceeds of the Bond applied and disbursed in accordance with the provisions of this Loan Agreement. Forthwith upon the execution and delivery of this Loan Agreement and all other documents and instruments necessary to the transactions contemplated hereby and the recording and filing of such documents as may be required to be filed or recorded by the Lender or Bond Counsel, the Issuer will execute the Bond and cause it to be delivered to the Lender.

Section 3.2. Repayment of the Loan. Subject to any rights of prepayment granted herein and in the Bond, the Obligor agrees to repay the Loan in installments on the dates and in amounts sufficient to provide for the prompt payment of all principal, interest and premium, if any, due and payable by the Issuer pursuant to the Bond.

All Loan Repayments hereunder shall be made directly to the Lender at its office specified in the Bond for the account of the Issuer.

Section 3.3. IRS Audits. In the event the Issuer incurs any costs as a result of an Internal Revenue Service investigation or audit with respect to the Bond, such costs shall be paid by the Obligor.

Section 3.4. The Obligor's Obligations Unconditional. All Loan Repayments and all other payments required of the Obligor hereunder shall be paid without notice or demand (except as provided herein and in the Bond) and without setoff, counterclaim, abatement, deduction or defense. The Obligor will not suspend or discontinue any payments, and will perform and observe all of its other agreements in this Loan Agreement and, except as expressly permitted herein, will not terminate this Loan Agreement for any cause, including, but not limited to, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project, eviction by paramount title, commercial frustration of purpose, bankruptcy or insolvency of the Issuer or the Lender, change in the tax or other laws or administrative rulings or actions of the United States of America or of the State of Minnesota or any political subdivision thereof or failure of the Issuer or the Lender to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with this Loan Agreement or the Bond.

Section 3.5. Disbursement. The proceeds of the Bond shall be disbursed by the Lender on the date hereof at the direction of the Obligor for the payment of the Project Costs. In no event shall more than 2% of the principal amount of the Bond be disbursed to pay Costs of Issuance.

ARTICLE 4 THE OBLIGOR'S COVENANTS

Section 4.1. Assignment. The Obligor recognizes the authority of the Issuer to assign its interest in and pledge all moneys receivable under this Loan Agreement (other than any payments required to be made to the Issuer under Sections 4.3 or 6.4 hereof) to the Lender as security for the payment of the principal of and interest on the Bond and the payment of all fees and expenses of the Lender and others as provided herein. The Obligor consents to the foregoing assignment.

Section 4.2. General Covenants of the Obligor. The Obligor covenants and agrees with the Issuer and the Lender that it will:

(A) Conduct the same general type of business as it presently conducts, maintain its existence as a Minnesota nonprofit organization, and (except as provided herein) not dispose of all or substantially all of its assets or consolidate with or merge into another entity or permit any other entity to consolidate with or merge into it unless it receives the prior written consent of the Lender, which consent shall not be unreasonably withheld; provided that Obligor may, without prior written consent of the Lender, consolidate with or merge into another institution, or permit one or more other of such institutions to consolidate or merge into it, or sell or otherwise transfer to another such institution all or substantially all of its assets as an entirety and thereafter dissolve, upon satisfaction of the following conditions: (i) if the surviving, resulting or transferee institution, as the case may be, is other than the Obligor, such surviving, resulting or transferee institution shall assume in writing all of the obligations of the Obligor herein, and shall be a nonprofit organization and an organization described in Section 501(c)(3) of the Code; (ii) the Lender is furnished with a certificate executed by an authorized officer of the Obligor stating that the surviving, resulting or transferee institution shall have an unrestricted fund balance equal to or greater than that of the Obligor prior to such merger, consolidation or transfer; and (iii) the Obligor shall furnish to the Lender an opinion of bond counsel to the effect that such consolidation, merger or transfer shall have no adverse effect on the excludability of the interest on the Bond from gross income under Sections 103, 145 and related sections of the Code. No disposition of assets, consolidation or merger shall be undertaken by the Obligor if the effect thereof would be to cause the interest payable on the Bond to become subject to federal income taxation. Every surviving, resulting or transferee entity shall be bound by all of the covenants and agreements of the Obligor herein with respect to any further sale or transfer. Consent as to any one transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions;

(B) Operate its facilities as required by the terms and conditions of this Loan Agreement;

(C) Repay the Loan by making the Loan Repayments required to be made hereunder, which payments will be at all times sufficient to provide for the prompt payment of the principal of, interest on and any other sums and indebtedness due under the Bond;

(D) Pay or cause to be paid all expenses of the operation and maintenance of its facilities, including insurance expenses;

(E) Cause the Project to be kept in good repair and in good operating condition at its own cost, making such repairs and replacements as are necessary in the judgment of the Obligor;

(F) Permit the use of the Project only in furtherance of the lawful corporate and exempt purposes of the Obligor;

(G) Comply throughout the term of the Bond with all requirements of the Code, and any regulations promulgated thereunder, to assure that interest on the Bond shall at all times be free from federal income taxation;

(H) Provide its annual audited financial statements to the Lender, with 120 days of each fiscal year end, and provide its quarterly unaudited financial statements to the Lender, within 30 days of the end of each fiscal quarter; and

(I) Establish and maintain significant operating and deposit accounts with the Lender.

Section 4.3. Issuer's Fees and Indemnity. On the date of issuance of the Bond, the Obligor shall pay to the Issuer its administrative fee equal to \$15,000.

In addition, the Obligor will pay, and will protect, indemnify and save the Issuer and the Lender, their officers, employees and agents harmless from and against, all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees), causes of action, suits, claims, demands and judgments of any nature arising from:

(A) Any injury to or death of any person or damage to property in or upon the Project or growing out of or connected with the use, non-use, condition or occupancy of the Project or any part thereof;

(B) Any violation of any agreement or covenant of this Loan Agreement, except by the Issuer or the Lender as the case may be;

(C) Any violation of any contract, agreement or restriction by the Obligor relating to the Project;

(D) Any violation by the Obligor of any law, ordinance or regulation affecting the Project or any part thereof or the ownership, occupancy or use thereof;

(E) Any statement or information relating to the expenditure of the proceeds of the Bond contained in the "Arbitrage Certificate" or similar document furnished by the Obligor to the Issuer or the Lender which, at the time made, is misleading, untrue or incorrect in any material respect; and

(F) Any action taken in good faith by the Issuer or the Lender, their officers and employees, to carry out the transaction contemplated by this Loan Agreement, including, but not limited to, the issuance and sale of the Bond.

The provisions of this section shall survive payment of the Bond and termination of this Loan Agreement.

Section 4.4. Reports to Governmental Agencies. The Obligor will furnish to agencies of the State of Minnesota such periodic reports or statements as they may reasonably require throughout the term of this Loan Agreement, or, to the extent the Issuer is required to furnish such reports, will cooperate with the Issuer in furnishing all information reasonably necessary and will indemnify the Issuer for any costs incurred.

Section 4.5. Debt Service Coverage Ratio. In each fiscal year, commencing with the fiscal year ending December 31, 2015, the Obligor shall achieve a Debt Service Coverage Ratio

(as evidenced by the audited financial statements of the Obligor) of at least 1.20. For purposes of this Section 4.5, the term Debt Service Coverage Ratio means the Obligor's (a) change in unrestricted net assets (excluding unrealized gains and losses on investments and extraordinary gains or losses), plus depreciation, amortization and interest expense, divided by (b) prior year current maturities of long-term debt plus current year interest expense.

ARTICLE 5 THE OBLIGOR'S OPTIONS

Section 5.1. Prepayment of the Loan and the Bond. The Obligor shall have, and is hereby granted, the option to prepay the Loan, in whole or in part, any time at par plus accrued interest as described in the Bond. In the event the Obligor elects to prepay the Loan, the Obligor shall cause to be given in the name of the Issuer due notice of redemption or prepayment of the Bond as required by the Bond, and shall pay the principal and interest due on the prepayment date to the Lender. The Issuer hereby authorizes the Obligor to give mailed notice of prepayment and, if required by law, published notice of prepayment of the Bond in the name of the Issuer, from time to time.

Section 5.2. Termination Upon Retirement of the Bond. At such time as no principal balance on the Bond remains outstanding, and arrangements satisfactory to the Lender and the Issuer have been made for the discharge of all other accrued liabilities, if any, under this Loan Agreement, this Loan Agreement shall by its terms terminate.

ARTICLE 6 EVENTS OF DEFAULT AND REMEDIES

Section 6.1. Events of Default. Any one or more of the following events is an Event of Default under this Loan Agreement:

(A) If the Obligor shall fail to pay, on or before the date due, any amounts payable under this Loan Agreement, and such failure shall continue for ten (10) business days after written notice thereof given to the Obligor by the Issuer or the Lender;

(B) If the Obligor shall fail to observe and perform any other covenant, condition or agreement on its part under this Loan Agreement for a period of ten (10) days after written notice, specifying such default and requesting that it be remedied, given to the Obligor by the Issuer or the Lender, unless the Lender shall agree in writing to an extension of such time prior to its expiration or the Obligor has begun to take all steps reasonably necessary to remedy such default;

(C) If the Obligor shall file a petition in bankruptcy or for reorganization or for an assignment pursuant to any present state law, or shall make an assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due, or if a petition or answer seeking a reorganization, arrangement with creditors or similar relief under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof, or if a receiver, trustee or liquidator of the Obligor, or of all or substantially all of the assets of the Obligor, or of the Project, shall be appointed in any

proceeding brought against the Obligor and shall not be discharged within ninety (90) days after such appointment or if the Obligor shall consent to or acquiesce in such appointment;

(D) Any representation or warranty made by the Obligor in this Loan Agreement or by the Obligor in any certificate, document or instrument furnished in connection with the issuance and sale of the Bond or under the terms of this Loan Agreement is untrue in any material respect; or

(E) Any “Event of Default” occurs under any other indebtedness between the Obligor and the Lender.

Section 6.2. The Issuer’s Remedies. Whenever any Event of Default referred to in Section 6.1 shall have happened and be subsisting, any one or more of the following remedial steps may be taken by the Issuer, with the prior written consent of the Lender, or by the Lender, pursuant to Section 6.6 hereof:

(A) Declare the principal amount of all Loan Repayments payable under this Loan Agreement for the remainder of the term of this Loan Agreement with interest accrued thereon (being an amount equal to that necessary to pay in full the Bond assuming acceleration of the Bond and pay all other indebtedness thereunder) to be immediately due and payable, whereupon, without further notice, the same shall become immediately due and payable by the Obligor;

(B) Require the Obligor to furnish copies of all books and records of the Obligor pertaining to the Project, with the exception of any records the confidentiality of which is protected by laws and regulations applicable to Obligor; or

(C) Take whatever action at law or in equity may appear necessary or appropriate to collect the payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Obligor under this Loan Agreement.

Section 6.3. Manner of Exercise. No remedy herein conferred upon or reserved to the Issuer and the Lender is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Lender to exercise any right reserved to it in this Article, it shall be necessary to give only such notice as may be herein or therein expressly required, but no remedy shall be exercised by the Issuer without the prior written consent of the Lender.

Section 6.4. Attorneys’ Fees and Expenses. In the event the Obligor should default under any of the provisions of this Loan Agreement and the Issuer or the Lender should employ attorneys or incur other expenses for the collection of payments or the enforcement of performance of any obligation or agreement on the part of the Obligor, the Obligor will on demand and receipt of an accounting therefor pay to the Issuer or the Lender, respectively, the reasonable fee of such attorneys and such other reasonable and necessary expenses so incurred.

Section 6.5. Effect of Waiver. The Lender may, in its discretion, waive any Event of Default hereunder and its consequences and rescind any declaration of acceleration of principal; provided, however, that no action or inaction by the Lender shall be deemed a waiver of any of the Lender's rights or remedies unless the Lender specifically agrees in writing that such action or inaction will constitute a waiver of its rights or remedies. Any waiver shall only apply to the particular instance for which it was agreed. No delay by either party in exercising and no failure by either party in exercising any right or remedy hereunder, or afforded by law, shall be a waiver of or preclude the exercise of any right or remedy hereunder, or provided by law, whether on such occasion or any future occasion, nor shall such delay be construed to be a waiver of any Event of Default or acquiescence therein. The exercise or the beginning of the exercise of one right or remedy shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

Section 6.6. The Lender's Exercise of the Issuer's Remedies. Whenever any Event of Default shall have happened and be subsisting the Lender may, but shall not be obliged to, exercise any or all of the rights of the Issuer under this Article 6, upon notice, if any, as required of the Issuer unless the Issuer has already given the required notice.

Section 6.7. Application of Money. The proceeds and avails of any remedy hereunder shall be applied as follows:

(A) First, to the payment of all costs and proper expenses (including reasonable attorneys' fees as permitted by law), liabilities incurred or advances made hereunder by the Issuer or the Lender;

(B) Second, to the payment to the Lender, on behalf of the Issuer, of the amount then owing or unpaid for principal and interest due on the Bond and in case any such proceeds shall be insufficient to pay the whole amount so due, then first to the payment of interest thereon and then to the payment of principal;

(C) Third, to the payment of any excess to the Obligor, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same.

ARTICLE 7 GENERAL

Section 7.1. Notices. All notices and other communications under this Loan Agreement shall be in writing and served by:

- (i) certified mail;
- (ii) facsimile transmission confirmed by mailing or delivering a copy as provided in clause (i), clause, (iii) or clause (iv) hereof;
- (iii) by hand delivery; or
- (iv) by courier service (including overnight delivery service such as Federal Express).

Notices shall be deemed to have been given (a) in the case of notice by certified mail, three days after deposit thereof in the United States mails, postage prepaid, return receipt requested, and (b) in all other cases, upon receipt of the notice without regard to the date of receipt of any confirming copy; provided that a notice directed to the attention of any individual at a business entity, other than a notice given by telephone, shall be deemed given when received by any officer of the entity at the address or facsimile number to which such notice is to be sent as determined in accordance with this Section. Copies of notices directed to a party which are required to be sent to other persons shall be deemed received by such other persons on the date on which the party receives such notice.

The Issuer, the Obligor and the Lender may, by written notice designated as a “Notice of Change of Address” given by each to the others, designate any other address or addresses to which notices, certificates or other communications or matters to them shall be sent when required as contemplated by this Loan Agreement. Until otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

To the Issuer: City of Falcon Heights
2077 West Larpenteur Avenue
Falcon Heights, MN 55113
Attention: City Administrator

To the Obligor: De La Salle High School
One De La Salle Drive
Minneapolis, MN 55401-1597
Attention: Director of Finance

To the Lender: Northeast Bank
77 Broadway Street NE
Minneapolis, MN 55413
Attention: Vice President, Commercial Loans

Section 7.2. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Issuer and the Obligor and their respective successors and assigns.

Section 7.3. Severability. If any term, condition or provision of this Loan Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder thereof and the application of such term, provision and condition to persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Loan Agreement and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and be complied with to the full extent permitted by law.

Section 7.4. Amendments, Changes and Modifications. This Loan Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Lender.

Section 7.5. Execution Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.6. Limitation on the Issuer's Liability. No agreement or provision contained in this Loan Agreement or any agreement, representation, covenant or undertaking by the Issuer contained in any document executed by the Issuer in connection with the Project shall give rise to any pecuniary liability of the Issuer or a charge against its general credit or taxing powers, or shall obligate the Issuer financially in any way except with respect to the Loan Agreement and the application of revenues therefrom and the proceeds of the Bond. No failure of the Issuer to comply with any term, condition, covenant or agreement herein shall subject the Issuer to liability for any claim for damages, costs or other financial or pecuniary charges except to the extent that the same can be paid or recovered from the Loan Agreement or revenues therefrom or proceeds of the Bond.

Section 7.7. Choice of Law. This Loan Agreement has been made under the laws of the State of Minnesota, without reference to its Conflicts of Law, and such laws will control its interpretation and enforcement.

IN WITNESS WHEREOF, the Issuer and the Obligor have caused this Loan Agreement to be executed in their respective names, all as of the date first above written.

DE LA SALLE HIGH SCHOOL

CITY OF FALCON HEIGHTS, MINNESOTA

By _____
Its President

By _____
Mayor

By _____
City Administrator

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF RAMSEY
City of Falcon Heights, Minnesota
Revenue Bond
(De La Salle High School Project)
Series 2015

No. R-1

Dated August __, 2015

\$2,380,000

1. Principal Balance; Interest. FOR VALUE RECEIVED, the City of Falcon Heights, Minnesota (the “Issuer”), hereby promises to pay to Northeast Bank, Minneapolis, Minnesota, its successors or registered assigns (the “Lender”), solely from the source and in the manner hereinafter provided, the principal sum of Two Million Three Hundred Eighty Thousand Dollars (\$2,380,000), or so much thereof as has been advanced and remains unpaid from time to time (the “Principal Balance”), with interest thereon from the date hereof at a rate of interest equal to 3.40% per annum. Payments shall be made in any coin or currency which at the time or times of payment is legal tender for the payment of public or private debts in the United States of America, in accordance with the terms hereinafter set forth.

2. Payments. Commencing one month from the date hereof and on the same day of each month thereafter, principal and interest shall be payable in equal monthly payments of \$_____. Interest payments shall be computed on the basis of actual days elapsed in a year of 360 days. The entire outstanding Principal Balance and interest, if not sooner paid, shall be paid in full on the date fifteen (15) years from the date hereof. Payments shall be applied first to interest due on the unpaid principal and thereafter to reduction of principal.

3. Taxability. In the event of a Determination of Taxability, the rate of interest hereon shall be automatically adjusted to an annual rate equal to the interest rate hereon, divided by .65. Such increased rate is to be effective as of the Date of Taxability. The Issuer shall forthwith pay to the holder the aggregate difference between (i) the amounts actually paid hereunder between the Date of Taxability and the date of receipt of notice of the Determination of Taxability and (ii) the amounts which would have been due during such period if the increased interest rate had been in effect. For the purpose of this paragraph, a “Determination of Taxability” shall mean the issuance of a statutory notice of deficiency by the Internal Revenue Service, or a ruling of the National Office or any District Office of the Internal Revenue Service, or a final decision of a court of competent jurisdiction which holds that the interest payable on this Bond is includable in the gross income of the Lender for federal income tax purposes if the period, if any, for contest or appeal of such action, ruling or decision has expired without any such contest or appeal having been properly instituted. The expenses of any such contest shall be paid by the party initiating the contest and neither the Issuer nor the Lender shall be required to contest or appeal any Determination of Taxability. The “Date of Taxability” shall mean that

point in time, as specified in the determination, ruling or decision, that the interest payable on this Bond becomes includable in the gross income of the Lender for federal income tax purposes.

4. Place of Payment. Principal and interest or service charge, if any, due hereunder shall be payable at the principal office of the Lender, or at such other place as the Lender may designate in writing.

5. Purpose; Authority. This Bond is issued by the Issuer to provide funds for a project, as defined in Minnesota Statutes, Sections 469.152 to 469.1655, as amended (the "Act"), consisting of various building improvements, including entrance and façade improvements, as well as improvements to learning, library and technology center spaces, for an educational facility located at One De La Salle Drive in the City of Minneapolis, owned and operated by De La Salle High School, a Minnesota nonprofit organization (the "Borrower"), pursuant to a Loan Agreement dated as of the date hereof, by and between the Issuer and Borrower (the "Loan Agreement"). This Bond is further issued pursuant to and in full compliance with the Constitution and laws of the State of Minnesota, particularly the Act and pursuant to a resolution of the City Council of the Issuer duly adopted on July 22, 2015 (the "Resolution").

6. Security. This Bond is secured by a Pledge Agreement dated as of the date hereof, between the Issuer and Lender (the "Pledge Agreement").

7. Waiver of Demand; Extension. The Issuer, for itself, its successors and assigns, hereby waives demand, presentment, protest and notice of dishonor; and to the extent permitted by law, the Lender may extend interest and/or principal of or any service charge or premium due on this Bond, all without notice to or consent of any party liable hereon or thereon and without releasing any such party from such liability.

8. Prepayment. This Bond may be prepaid in whole or in part at any time, at a redemption price equal to par plus accrued interest, and with a 3% premium if this Bond is refinanced by a lender that is not the Lender. All prepayments shall be applied first to accrued interest and any premium, and then to principal. All prepayments applied to principal shall be applied to installments of principal in the inverse order of their maturity. A notice of any such prepayment shall be given by the Borrower to the Lender, not less than ten (10) days prior to the date proposed for prepayment. On the date fixed for prepayment funds shall be paid to the Lender at its registered address.

9. Transfer; Registration. As provided in the Resolution and subject to certain limitations set forth therein, this Bond is only transferable upon the books of the Issuer at the office of its City Administrator, by the Lender in person or by its agent duly authorized in writing, at the Lender's expense, upon surrender hereof together with a written instrument of transfer satisfactory to the City Administrator, duly executed by the Lender or its duly authorized agent. Upon such transfer the City Administrator will note the date of registration and the name and address of the new registered owner in the registration blank appearing below. The Issuer may deem and treat the person in whose name the Bond is last registered upon the books of the Issuer with such registration noted on the Bond, as the absolute owner hereof, whether or not overdue, for the purpose of receiving payment, or on the account, of the Principal Balance or

interest and for all other purposes, and all such payments so made to the Lender or upon its order shall be valid and effective to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid, and the Issuer shall not be affected by any notice to the contrary.

10. Incorporation. All of the agreements, conditions, covenants, provisions and stipulations contained in the Resolution, Loan Agreement and Pledge Agreement are hereby made a part of this Bond to the same extent and with the same force and effect as if they were fully set forth herein.

11. Limited Liability. This Bond and interest hereon and any service charge, if any, due hereunder are payable solely from the revenues and proceeds derived from the Loan Agreement and do not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitation, are not payable from or a charge upon any funds other than the revenues and proceeds pledged to the payment thereof, and do not give rise to a pecuniary liability of the Issuer or any of its officers, agents or employees, and no holder of this Bond shall ever have the right to compel any exercise of the taxing power of the Issuer to pay this Bond or the interest hereon, or to enforce payment thereof against any property of the Issuer, and this Bond does not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the Issuer, and the agreement of the Issuer to perform or cause the performance of the covenants and other provisions herein referred to shall be subject at all times to the availability of revenues or other funds furnished for such purpose in accordance with the Loan Agreement, sufficient to pay all costs of such performance or the enforcement thereof.

12. Rights on Default. If an Event of Default (as that term is defined in the Loan Agreement) shall occur, then the Lender shall have the right and option to declare, upon ten (10) days written notice, the Principal Balance and accrued interest thereon immediately due and payable, whereupon the same, plus any service charges, shall be due and payable, but solely from sums made available under the Loan Agreement. Failure to exercise such option at any time shall not constitute a waiver of the right to exercise the same at any subsequent time.

13. Exercise of Remedies. The remedies of the Lender, as provided herein and in the Loan Agreement and Pledge Agreement, are not exclusive and shall be cumulative and concurrent and may be pursued singly, successively or together, at the sole discretion of the Lender, and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

14. Waivers. The Lender shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Lender and, then only to the extent specifically set forth in the writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.

15. Securities Registration. This Bond has been issued without registration under state or federal or other securities laws, pursuant to an exemption for such issuance; and accordingly the Bond may not be assigned or transferred in whole or part, nor may a participation interest in the Bond be given pursuant to any participation agreement, except in accordance with an applicable exemption from such registration requirements. The Issuer

acknowledges that the Lender may enter into a participation agreement with one or more sophisticated investors, providing for participations in amounts of at least \$100,000.

16. Qualified Tax Exempt Obligation. The Issuer has designated this Bond as a “qualified tax exempt obligation” pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts and things required to exist, to happen and to be performed precedent to or in the issuance of this Bond do exist, have happened and have been performed in regular and due form as required by law.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be duly executed in its name by the manual signatures of its officers identified below.

CITY OF FALCON HEIGHTS, MINNESOTA

By _____
Its Mayor

And by _____
Its City Administrator

BOND REGISTER

The ownership of the unpaid Principal Balance of this Bond and the interest accruing thereon is registered on the books of the City of Falcon Heights, Minnesota, in the name of the holder last noted below.

<u>Date of Registration</u>	<u>Name and Address Registered Holder</u>	<u>Signature of City Administrator</u>
August __, 2015	Northeast Bank 77 Broadway Street NE Minneapolis, MN 55413	

REQUEST FOR COUNCIL ACTION

Meeting Date	July 22, 2015
Agenda Item	Consent F1
Attachment	General Disbursements and Payroll
Submitted By	Roland Olson, Finance Director

The City That Soars!

Item	General Disbursements and Payroll
Description	General Disbursements through: 7/14/15: \$206,247.98 Payroll through: 7/15/15: \$21,012.60
Budget Impact	
Attachment(s)	<ul style="list-style-type: none"> • General Disbursements and Payroll
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve general disbursements and payroll.

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-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-0583		ASPHALT & CONCRETE BUY KNOX, I				
I-201507095386		PERMIT STATE SURCHARGE REFUND	3.95			
7/09/2015	APBNK	DUE: 7/09/2015 DISC: 7/09/2015		1099: N		
		PERMIT STATE SURCHARGE REFUND		101 20801-000	DUE TO OTHER GOVERNMENTS	3.95
		=== VENDOR TOTALS ===	3.95			
01-05587		BROOKE EASTBURN				
I-201507095378		FACILITY REFUND	50.00			
7/09/2015	APBNK	DUE: 7/09/2015 DISC: 7/09/2015		1099: N		
		FACILITY REFUND		101 34101-000	CITY FACILITY RENTAL	50.00
		=== VENDOR TOTALS ===	50.00			
01-03110		CENTURY LINK				
I-651603-0458086		LANDLINES- AUTO DIALER	124.60			
7/09/2015	APBNK	DUE: 7/09/2015 DISC: 7/09/2015		1099: N		
		LANDLINES- AUTO DIALER		601 4601-85011-000	TELEPHONE - LANDLINE	124.60
		=== VENDOR TOTALS ===	124.60			
01-03539		DAKOTA ELECTRIC ASSOCIATION				
I-1480700032		JULY SOLAR ELECTRIC	530.00			
7/09/2015	APBNK	DUE: 7/09/2015 DISC: 7/09/2015		1099: N		
		JULY SOLAR ELECTRIC		101 4131-85025-000	SOLAR ELECTRIC	530.00
		=== VENDOR TOTALS ===	530.00			
01-07174		FALCON HEIGHTS LIMITED PARTNER				
I-201507095380		1ST HALF PAY AS GO PAYMENT	78,934.00			
7/09/2015	APBNK	DUE: 7/09/2015 DISC: 7/09/2015		1099: N		
		1ST HALF PAY AS GO PAYMENT		414 4414-93000-000	DEBT PAY AS YOU GO PYMT	78,934.00
		=== VENDOR TOTALS ===	78,934.00			
01-05588		GAVIN HART				
I-201507095377		FACILITY REFUND- SEWER BACKUP	235.68			
7/09/2015	APBNK	DUE: 7/09/2015 DISC: 7/09/2015		1099: N		
		FACILITY REFUND- SEWER BACKUP		101 34101-000	CITY FACILITY RENTAL	220.00
		FACILITY REFUND- SEWER BACKUP		101 20802-000	SALES TAX PAYABLE	15.68
		=== VENDOR TOTALS ===	235.68			

PACKET: 01243 JULY 9TH 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
01-0115		GOPHER STATE ONE CALL					
I-138607		JUNE LOCATES	295.90				
7/09/2015	APBNK	DUE: 7/09/2015 DISC: 7/09/2015		1099: N			
		JUNE LOCATES		601 4601-88030-000	LOCATES		295.90
		=== VENDOR TOTALS ===	295.90				
01-05154		HEWLETT PACKARD					
I-56071873		REPLACEMENT COMPUTER, MONITOR	852.00				
7/09/2015	APBNK	DUE: 7/09/2015 DISC: 7/09/2015		1099: N			
		REPLACEMENT COMP DAVE TRETSEVEN		401 4401-90100-000	FURNITURE & EQUIPMENT		662.00
		HP ELITE DISPLAY 23" MONITOR		401 4401-90100-000	FURNITURE & EQUIPMENT		190.00
		=== VENDOR TOTALS ===	852.00				
01-05235		JAN-PRO CLEANING SYSTEMS					
I-49562		JULY CLEANING SERVICES	205.00				
7/09/2015	APBNK	DUE: 7/09/2015 DISC: 7/09/2015		1099: N			
		JULY CLEANING SERVICES		101 4131-87010-000	CITY HALL MAINTENANCE		205.00
		=== VENDOR TOTALS ===	205.00				
01-04570		JOSEPH, KATRINA E.					
I-0042		JUNE PROSECUTIONS	2,500.00				
7/09/2015	APBNK	DUE: 7/09/2015 DISC: 7/09/2015		1099: Y			
		JUNE PROSECUTIONS		101 4123-80200-000	LEGAL FEES		2,500.00
		=== VENDOR TOTALS ===	2,500.00				
01-0086		JUMPERS, INC.					
I-201507095382		COMM PARK DUNK TANK, SLIDE	389.00				
7/09/2015	APBNK	DUE: 7/09/2015 DISC: 7/09/2015		1099: N			
		COMM PARK DUNK TANK, SLIDE		101 4116-89010-000	SPECIAL EVENTS		389.00
		=== VENDOR TOTALS ===	389.00				
01-07272		LILLIE SUBURBAN NEWSPAPER					
I-201507095388		SUMMARY FINANCE STMT C.	307.80				
7/09/2015	APBNK	DUE: 7/09/2015 DISC: 7/09/2015		1099: N			
		SUMMARY FINANCE STMT C.		101 4111-70410-000	LEGAL NOTICES		307.80
		=== VENDOR TOTALS ===	307.80				

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-0665		METROPOLITAN COUNCIL				
I-1046141		AUGUST SS	35,833.92			
7/09/2015	APBNK	DUE: 7/09/2015 DISC: 7/09/2015		1099: N		
		AUGUST SS		601 4601-85060-000	METRO SEWER CHARGES	35,833.92
=== VENDOR TOTALS ===			35,833.92			
=====						
01-07263		NEXTEL COMMUNICATIONS, INC				
I-201507095385		FIRE TRUCK CELL PHONES	56.89			
7/09/2015	APBNK	DUE: 7/09/2015 DISC: 7/09/2015		1099: N		
		FIRE TRUCK CELL PHONES		101 4124-85015-000	CELL PHONE	56.89
=== VENDOR TOTALS ===			56.89			
=====						
01-05584		OLEATHA CURTIS				
I-201507095384		FACILITY RESERVATION REFUND	82.13			
7/09/2015	APBNK	DUE: 7/09/2015 DISC: 7/09/2015		1099: N		
		FACILITY RESERVATION REFUND		101 34101-000	CITY FACILITY RENTAL	77.00
		FACILITY RESERVATION REFUND		101 20802-000	SALES TAX PAYABLE	5.13
=== VENDOR TOTALS ===			82.13			
=====						
01-06024		ON SITE SANITATION				
I-2601		COMM PARK PORTABLE TOILETS	85.00			
7/09/2015	APBNK	DUE: 7/09/2015 DISC: 7/09/2015		1099: N		
		COMM PARK PORTABLE TOILETS		601 4601-85080-000	PORTABLE TOILET PARKS	85.00
=== VENDOR TOTALS ===			85.00			
=====						
01-059		APRIL OSS				
I-201507095381		YOGA INSTRUCTOR	123.60			
7/09/2015	APBNK	DUE: 7/09/2015 DISC: 7/09/2015		1099: Y		
		YOGA INSTRUCTOR		201 4201-87700-000	INSTRUCTOR-SPECIALTY CLA	123.60
=== VENDOR TOTALS ===			123.60			
=====						
01-06115		TIMOTHY PITTMAN				
I-201507095389		MILEAGE REIMBURSEMENT	179.93			
7/09/2015	APBNK	DUE: 7/09/2015 DISC: 7/09/2015		1099: N		
		MILEAGE REIMBURSEMENT		101 4141-86101-000	MILEAGE	179.93
=== VENDOR TOTALS ===			179.93			

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-0200		RACOM CORPORATION				
I-15INV0510		STATION ALERT INSTALLATION	4,402.00			
7/09/2015	APBNK	DUE: 7/09/2015 DISC: 7/09/2015		1099: N		
		STATION ALERT INSTALLATION		402 4402-92000-000	OTHER IMPROVEMENTS	4,402.00
		=== VENDOR TOTALS ===	4,402.00			
=====						
01-06185		RAMSEY COUNTY				
I-001731		JUNE FLEET SUPPORT, INSURANCE	699.08			
7/09/2015	APBNK	DUE: 7/09/2015 DISC: 7/09/2015		1099: N		
		INSUR DENTAL, LIFE, DISABILITY		101 4112-89000-000	MISCELLANEOUS	617.96
		JUNE FLEET SUPPORT		101 4124-86800-000	RADIO MESB/FLEET SUPPORT	81.12
		=== VENDOR TOTALS ===	699.08			
=====						
01-06303		REPUBLIC SERVICES				
I-0923-002805978		JULY WASTE REMOVAL	441.80			
7/09/2015	APBNK	DUE: 7/09/2015 DISC: 7/09/2015		1099: N		
		JULY WASTE REMOVAL		101 4131-82010-000	WASTE REMOVAL	441.80
		=== VENDOR TOTALS ===	441.80			
=====						
01-06544		TIM SANDVIK				
I-201507095387		MEETING/MILEAGE REIMBURSEMENT	54.26			
7/09/2015	APBNK	DUE: 7/09/2015 DISC: 7/09/2015		1099: N		
		MEETING/MILEAGE REIMBURSEMENT		101 4112-86100-000	CONFERENCES/EDUCATION/AS	54.26
		=== VENDOR TOTALS ===	54.26			
=====						
01-074		TENNIS SANITATION LLC				
I-1411594		JUNE RECYCLING	5,769.00			
7/09/2015	APBNK	DUE: 7/09/2015 DISC: 7/09/2015		1099: N		
		JUNE RECYCLING		206 4206-82030-000	RECYCLING CONTRACTS	5,769.00
		=== VENDOR TOTALS ===	5,769.00			
=====						
01-07173		TOWNSQUARE SENIOR LLC				
I-201507095379		1ST HALF PAY AS GO PAYMENT	35,247.00			
7/09/2015	APBNK	DUE: 7/09/2015 DISC: 7/09/2015		1099: N		
		1ST HALF PAY AS GO PAYMENT		414 4414-93000-000	DEBT PAY AS YOU GO PYMT	35,247.00
		=== VENDOR TOTALS ===	35,247.00			

PACKET: 01243 JULY 9TH 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
01-0570	XCEL ENERGY						
I-462545026		ELECTRIC	1,125.22				
7/09/2015	APBNK	DUE: 7/09/2015 DISC: 7/09/2015		1099: N			
		COMM PARK ELECTRIC		101 4141-85020-000	ELECTRIC/GAS		253.45
		COMM PARK NATURAL GAS		101 4141-85030-000	NATURAL GAS		33.69
		CITY HALL NATURAL GAS		101 4131-85030-000	NATURAL GAS		67.95
		CITY HALL ELECTRIC		101 4131-85020-000	ELECTRIC		487.93
		STREET LIGHTING		209 4209-85020-000	STREET LIGHTING POWER		32.66
		STREET LIGHTING		209 4209-85020-000	STREET LIGHTING POWER		25.55
		STREET LIGHTING		209 4209-85020-000	STREET LIGHTING POWER		45.60
		STREET LIGHTING		209 4209-85020-000	STREET LIGHTING POWER		44.46
		STREET LIGHTING		209 4209-85020-000	STREET LIGHTING POWER		11.59
		STREET LIGHTING		209 4209-85020-000	STREET LIGHTING POWER		11.59
		STREET LIGHTING		209 4209-85020-000	STREET LIGHTING POWER		48.87
		STREET LIGHTING		209 4209-85020-000	STREET LIGHTING POWER		50.30
		STREET LIGHTING		209 4209-85020-000	STREET LIGHTING POWER		11.58
		=== VENDOR TOTALS ===	1,125.22				
01-05590	XCEL ENERGY ATTN: DERICK TEICH						
I-201507095383		ELECTRICAL TRANSFORMER CURTIS	9,682.96				
7/09/2015	APBNK	DUE: 7/09/2015 DISC: 7/09/2015		1099: N			
		ELECTRICAL TRANSFORMER CURTISS		209 4209-87120-000	REPAIR & MAINTENANCE		9,682.96
		=== VENDOR TOTALS ===	9,682.96				
		=== PACKET TOTALS ===	178,210.72				

PACKET: 01246 JULY 14TH 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

01-03389	ALLISON DAVITT					
I-201507145397		REIMB: REC CLASS SUPPLIES	146.39			
7/14/2015	APBNK	DUE: 7/14/2015 DISC: 7/14/2015		1099: N		
		REIMB: REC CLASS SUPPLIES		201 4201-70100-000	SUPPLIES	146.39
=== VENDOR TOTALS ===			146.39			

01-00250	AMERIPRIDE SERVICES					
I-1003177462		LINEN CLEANING	37.09			
7/13/2015	APBNK	DUE: 7/13/2015 DISC: 7/13/2015		1099: N		
		LINEN CLEANING		101 4124-82011-000	LINEN CLEANING	37.09
=== VENDOR TOTALS ===			37.09			

01-03123	CINTAS CORPORATION #470					
I-201507135392		TOWELS, MATS, SUPPLIES	132.25			
7/13/2015	APBNK	DUE: 7/13/2015 DISC: 7/13/2015		1099: N		
		TOWELS, MATS, SUPPLIES		101 4141-70100-000	SUPPLIES	132.25
=== VENDOR TOTALS ===			132.25			

01-04027	EMERGENCY APPARATUS MAINT					
I-81443		753 MAINT.FUEL PRESSURE ISSUE	1,484.81			
7/13/2015	APBNK	DUE: 7/13/2015 DISC: 7/13/2015		1099: N		
		753 MAINT. FUEL PRESSURE ISSUE		101 4124-87029-000	REPAIR OTHER EQUIPMENT	1,484.81
=== VENDOR TOTALS ===			1,484.81			

01-0343	F & M TRUCKING INC					
I-3162		ROSELAWN PLANTERS, LILLY BEDS	117.00			
7/13/2015	APBNK	DUE: 7/13/2015 DISC: 7/13/2015		1099: N		
		ROSELAWN PLANTERS, LILLY BEDS		101 4132-87010-000	BOULEVARD MAINTENANCE	117.00
=== VENDOR TOTALS ===			117.00			

01-05243	HINRICHS,RICH					
I-201507145399		7 FIRE BOXES/MAPS/SUPPLIES	491.89			
7/14/2015	APBNK	DUE: 7/14/2015 DISC: 7/14/2015		1099: N		
		SUPPLIES FOR FIRE HALL		101 4124-70100-000	SUPPLIES	30.51
		SHIPPING EXPENSE FIRE EQUIP		101 4124-70100-000	SUPPLIES	92.44
		7 FIREBOXES AND COUNTY MAPS		101 4124-70100-000	SUPPLIES	368.94
=== VENDOR TOTALS ===			491.89			

PACKET: 01246 JULY 14TH 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

01-00061	JOHNSON, ELIZABETH					
I-201507145395		REFUND, CANCELLED CLASS	330.00			
7/14/2015	APBNK	DUE: 7/14/2015 DISC: 7/14/2015		1099: N		
		REFUND, CANCELLED CLASS		201 34340-000	NON-RESIDENT FEE	330.00
=== VENDOR TOTALS ===			330.00			

01-05440	LOFFLER COMPANIES, INC					
I-17235585		JULY COPIER CHARGES	415.21			
7/13/2015	APBNK	DUE: 7/13/2015 DISC: 7/13/2015		1099: N		
		JULY COPIER CHARGES		101 4112-87000-000	REPAIR OFFICE EQUIPMENT	415.21
=== VENDOR TOTALS ===			415.21			

01-05723	MIN, QUINGFEI					
I-201507145396		REFUND CANCELLED CLASS	155.00			
7/14/2015	APBNK	DUE: 7/14/2015 DISC: 7/14/2015		1099: N		
		REFUND CANCELLED CLASS		201 34310-000	RECREATION FEES	155.00
=== VENDOR TOTALS ===			155.00			

01-05273	MN PUBLIC EMPLOYEES INSURANCE					
I-347435		AUGUST HEALTH INSURANCE	6,005.26			
7/13/2015	APBNK	DUE: 7/13/2015 DISC: 7/13/2015		1099: N		
		AUGUST HEALTH INSURANCE		101 4112-89000-000	MISCELLANEOUS	6,005.26
=== VENDOR TOTALS ===			6,005.26			

01-15-059	NORTH SUBURBAN ACCESS CORPORAT					
I-15-059		2ND QTR WEB STREAMING	605.40			
7/13/2015	APBNK	DUE: 7/13/2015 DISC: 7/13/2015		1099: N		
		2ND QTR WEB STREAMING		101 4116-85050-000	CABLE TV	605.40
=== VENDOR TOTALS ===			605.40			

01-06301	SAMS CLUB MC/SYNCEB					
I-201507135394		TOWELS/MS4 MEETING/ROSELAWN M	1,283.26			
7/13/2015	APBNK	DUE: 7/13/2015 DISC: 7/13/2015		1099: N		
		PAPER TOWELS AND GATOR AID		101 4131-70110-000	SUPPLIES	238.89
		MS4 PERMIT MEETING EXP		602 4602-88600-000	MCSC AND MS4 PERMIT FEE	42.19
		ROSELAWN BLVD MAINTENANCE		101 4132-87010-000	BOULEVARD MAINTENANCE	750.20
		DEFRIBULATOR BATTERIES/KPADS		101 4131-70110-000	SUPPLIES	251.98
=== VENDOR TOTALS ===			1,283.26			

PACKET: 01246 JULY 14TH 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

=====						
01-00141		SHI INTERNATIONAL GROUP				
=====						
I-803556282		LASER PRINTER	181.00			
7/13/2015	APBNK	DUE: 7/13/2015 DISC: 7/13/2015		1099: N		
		LASER PRINTER 400		401 4401-90100-000	FURNITURE & EQUIPMENT	181.00
=== VENDOR TOTALS ===			181.00			
=====						

=====						
01-06546		STAPLES				
=====						
I-8034982857		OFFICE SUPPLIES	158.56			
7/13/2015	APBNK	DUE: 7/13/2015 DISC: 7/13/2015		1099: N		
		OFFICE SUPPLIES		101 4112-70100-000	SUPPLIES	158.56
=== VENDOR TOTALS ===			158.56			
=====						
I-8035082277		FOLDERS	26.99			
7/14/2015	APBNK	DUE: 7/14/2015 DISC: 7/14/2015		1099: N		
		FOLDERS		101 4112-70100-000	SUPPLIES	26.99
=== VENDOR TOTALS ===			26.99			
=====						

=====						
01-06584		THE FINN BAND				
=====						
I-201507145398		MUSIC FOR ICE CREAM SOCIAL	350.00			
7/14/2015	APBNK	DUE: 7/14/2015 DISC: 7/14/2015		1099: N		
		MUSIC FOR ICE CREAM SOCIAL		101 4116-89010-000	SPECIAL EVENTS	350.00
=== VENDOR TOTALS ===			350.00			
=====						

=====						
01-07250		TRETSEVEN, DAVE				
=====						
I-201507135391		6 MONTHS CELL PHONE REIMBURSE	120.00			
7/13/2015	APBNK	DUE: 7/13/2015 DISC: 7/13/2015		1099: N		
		6 MONTHS CELL PHONE REIMBURSEM		101 4132-85015-000	CELL PHONE	120.00
=== VENDOR TOTALS ===			120.00			
=====						

=====						
01-05870		XCEL ENERGY				
=====						
I-201507135393		ELECTRIC	2,116.86			
7/13/2015	APBNK	DUE: 7/13/2015 DISC: 7/13/2015		1099: N		
		ELECTRIC		209 4209-85020-000	STREET LIGHTING POWER	2,070.75
		ELECTRIC		209 4209-85020-000	STREET LIGHTING POWER	46.11
=== VENDOR TOTALS ===			2,116.86			
=====						

PACKET: 01246 JULY 14TH 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

01-07205 ZEP SALES & SERVICE

I-4001598964		PLASTIC BAGS,HAND SOAP,CLEANE	448.22			
7/13/2015	APBNK	DUE: 7/13/2015 DISC: 7/13/2015		1099: N		
		PLASTIC BAGS,HAND SOAP,CLEANER		101 4131-70110-000	SUPPLIES	224.00
		PLASTIC BAGS,HAND SOAP,CLEANER		101 4141-70100-000	SUPPLIES	224.22
=== VENDOR TOTALS ===			448.22			
=== PACKET TOTALS ===			14,605.19			
fed withholdings			7716.09			
st withholdings			1258.92			
Pera			3057.06			
Icma			1400.00			
			<u>28,037.26</u>			

***** DIRECT DEPOSIT LIST *****

PAY PERIOD ENDING 7/15/2015
 DIRECT DEPOSIT EFFECTIVE DATE 7/10/2015

EMP #	NAME	AMOUNT
0 .005	SACK THONGVANH	2,644.44
01-1017	TIMOTHY J SANDVIK	1,459.79
01-1019	KATHLEEN N THRASHER	656.75
01-1136	ROLAND O OLSON	1,949.43
01-1159	SARA E ASCHENBECK	320.01
01-1018	PAUL A MORETTO	1,623.83
01-0085	DANIEL S JOHNSON-POWERS	82.75
01-0086	RICHARD H HINRICHS	82.32
01-0087	MICHAEL A MCKAY	137.04
01-0095	MICHAEL J POESCHL	567.96
01-0105	ANTON M FEHRENBACH	128.64
01-0106	SCOTT A TESCH	119.93
01-0123	BRYAN R SULLIVAN	287.88
01-0124	MICHAEL D KRUSE	124.11
01-0132	ANDREW K TEMME	125.16
01-0133	MICHAEL A TESTER	106.69
01-1030	TIMOTHY J PITTMAN	1,620.79
01-1033	DAVE TRETSEVEN	1,322.37
01-1143	COLIN B CALLAHAN	1,439.27
01-2197	LAURA A CHANDLER	86.58
01-2223	RACHEL HAIN	742.52

TOTAL PRINTED: 21 15,628.26

7-10-2015 10:48 AM PAYROLL CHECK REGISTER
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 1
 PAYROLL DATE: 7/10/2015

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
00	ANDERSON, KEVIN	R	7/10/2015	111.10	084285
01	GAFFNEY, PATRICK	R	7/10/2015	137.04	084286
011	WICK, JEFFREY M	R	7/10/2015	86.49	084287
0126	SMITH, BENJAMIN J	R	7/10/2015	100.77	084288
0128	ROSENBERG, NICHOLAS M	R	7/10/2015	96.23	084289
0130	RABEK, PAUL A	R	7/10/2015	86.49	084290
0131	THOMAS, DAVID M	R	7/10/2015	91.74	084291
2172	ARCAND, MICHAEL W	R	7/10/2015	202.63	084292
1037	KELLY, KIERAN J	R	7/10/2015	683.84	084293
1153	ARCAND, THOMAS M	R	7/10/2015	623.36	084294
2186	DAVITT, ALLISON N	R	7/10/2015	733.21	084295
2207	REINHART, ELIZABETH A	R	7/10/2015	176.40	084296
2224	JACKSON, ABIGAIL	R	7/10/2015	449.11	084297
2225	KOLIAS, PATRICK	R	7/10/2015	413.12	084298
2229	SHERWOOD, CARLY	R	7/10/2015	393.32	084299
2230	CHANDLER, ROBERT J	R	7/10/2015	100.90	084300
2232	SHERWOOD, BENNETT E	R	7/10/2015	101.33	084301
2233	VANAUSDALL, SARAH K	R	7/10/2015	169.29	084302
2234	WERMAGER, ANA R	R	7/10/2015	127.32	084303
2235	WONG, JAMES N	R	7/10/2015	184.49	084304
2236	YARBROUGH-WRIGHT, GIOVANI J	R	7/10/2015	316.16	084305

7-10-2015 10:48 AM PAYROLL CHECK REGISTER
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 2
 PAYROLL DATE: 7/10/2015

*** REGISTER TOTALS ***

REGULAR CHECKS:	21	5,384.34
DIRECT DEPOSIT REGULAR CHECKS:	21	15,628.26
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	42	21,012.60



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	July 22, 2015
Agenda Item	Consent F2
Attachment	Letter of Intent
Submitted By	Sack Thongvanh, City Administrator

Item	Solar Garden-Letter of Intent to the Metropolitan Council																	
Description	<p>The City of Falcon Heights has an opportunity to be a subscriber of the Community Solar Subscriber Collaborative to procure solar garden subscriptions.</p> <p>The collaborative is a joint effort of the Metropolitan Council, Hennepin County, Ramsey County, the City of Minneapolis, the Great Plains Institute and CERTs.</p> <p><u>Timeline</u></p> <table border="1"> <thead> <tr> <th>Action</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>RFP Published by Met Council</td> <td>Expected July 7th, 2015</td> </tr> <tr> <td>Letters of Intent due to MetCouncil</td> <td>Due July 24th, 2015</td> </tr> <tr> <td>Joint Powers Agreements signed (if deemed necessary by participating entities)</td> <td>Due July 24th, 2015</td> </tr> <tr> <td>Proposals Due</td> <td>August 3rd, 2015</td> </tr> <tr> <td>Selection and Ranking of Proposals</td> <td>August 2015</td> </tr> <tr> <td>Lottery Process</td> <td>August-September 2015</td> </tr> <tr> <td>Execute Subscription Agreements</td> <td>October 2015</td> </tr> </tbody> </table>		Action	Date	RFP Published by Met Council	Expected July 7th, 2015	Letters of Intent due to MetCouncil	Due July 24th, 2015	Joint Powers Agreements signed (if deemed necessary by participating entities)	Due July 24th, 2015	Proposals Due	August 3rd, 2015	Selection and Ranking of Proposals	August 2015	Lottery Process	August-September 2015	Execute Subscription Agreements	October 2015
Action	Date																	
RFP Published by Met Council	Expected July 7th, 2015																	
Letters of Intent due to MetCouncil	Due July 24th, 2015																	
Joint Powers Agreements signed (if deemed necessary by participating entities)	Due July 24th, 2015																	
Proposals Due	August 3rd, 2015																	
Selection and Ranking of Proposals	August 2015																	
Lottery Process	August-September 2015																	
Execute Subscription Agreements	October 2015																	
Budget Impact	If the City continues to pursue of being a subscriber to a solar garden, the budget impact could potentially be a reduction on energy cost through Xcel Energy.																	
Attachment(s)	<ul style="list-style-type: none"> Letter of Intent to the Metropolitan Council 																	
Action(s) Requested	Staff would recommend approval of the Letter of Intent to be sent to the Metropolitan Council.																	

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July 22, 2015

Mr. Jason Willett
Metropolitan Council
Environmental Services
390 North Robert Street
St. Paul, MN 55101
jason.willett@metc.state.mn.us

RE: Governmental Solar Subscriber Collaborative

Dear Mr. Willett:

We understand the Metropolitan Council intends to issue a Request for Proposals to find business(es) and get proposal(s) to develop community solar gardens to which the Council and other interested government entities can subscribe.

The City of Falcon Heights believes the societal, financial and environmental value of Community Solar Gardens (CSGs) warrants our pursuing this opportunity in conjunction with other local government entities. Our staff has reviewed various materials and resources regarding CSGs, and has reviewed the electrical loads of our facilities. In order to participate in a collaborative and expeditious manner, we agree to abide by the Metropolitan Council's procurement processes, to the allotment process between governments, to the evaluation panel make-up, and understand that we will not be able to negotiate (but just accept or decline) these opportunities. We agree to not hold the Metropolitan Council, the other participating governments or the Great Plains Institute liable for their good faith efforts in this program.

Overall, we have concluded that there is value in this program and therefore, we intend to participate in subscriptions that become available as part of the Metropolitan Council's *Request for Proposals for CSG Subscription Agreements* slated to occur in July, 2015. Attached to this letter is a list of facilities we intend to involve in the purchase of Community Solar Garden subscriptions - if the price and terms of the subscription agreements meet our goals and objectives. In total, this is a commitment not to exceed 200,000 kWh.

This letter does not bind the City of Falcon Heights to sign any specific subscription agreements or otherwise commit financial resources to a community solar garden project. Nor does submitting this

letter to the Metropolitan Council prevent the City of Falcon Heights from soliciting for CSG subscriptions alone or with other entities. The intent of this letter is to clearly state Falcon Heights desire to subscribe to one or more community solar gardens dependent on the terms and conditions of the proposals received as a result of the *Request for Proposals for Community Solar Garden Subscription Agreements* being issued by the Metropolitan Council in June or July, 2015.

We encourage the Metropolitan Council to continue to take a leadership role on CSG projects so that Falcon Heights along with other local government entities can participate in the financially responsible and environmentally preferable attributes of solar energy and share those benefits with its residents and businesses.

Together, by leveraging the strength of local government entities and the expertise of the Metropolitan Council, we can reduce carbon emissions and improve the overall quality of life for metro area residents and businesses.

Sincerely,

Sack Thongvanh, City Administrator
City of Falcon Heights



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	July 22, 2015
Agenda Item	Consent F3 - F5
Attachment	Resolution(s)
Submitted By	Sack Thongvanh, City Administrator

Item	Commission Appointments
Description	City Staff has interviewed each candidate and recommends all three candidates to Mayor Lindstrom for final recommendations.
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Resolution 15-20 Appointment of John Larkin to the Planning Commission • Resolution 15-21 Appointment of David Tenitti to the Planning Commission • Resolution 15-22 Appointment of Nick Olson to the Environment Commission
Action(s) Requested	Staff would recommend approval of Resolution 15-20 Appointment of John Larkin to the Planning Commission, Resolution 15-21 Appointment of David Tenitti to the Planning Commission and Resolution 15-22 Appointment of Nick Olson to the Environment Commission.

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**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

July 22, 2015

No. 15-20

**RESOLUTION APPOINTING JOHN LARKIN TO THE FALCON HEIGHTS PLANNING
COMMISSION**

WHEREAS, the City Council established a Planning Commission per Minnesota Statute 462.354 subd. 1 to:

1. Guide future development of land, services, and facilities; and
2. Ensure a safe, pleasant and economical environment for residential, commercial, and public activities; and
3. Promote the public health, safety, and general welfare of the community; and

WHEREAS, the duties are to be carried out by:

1. Establishing community objectives and policy.
2. Making recommendations to the council regarding petitions and applications for rezoning, special use permits, etc.
3. Reviewing and making recommendations on all matters relating to or affecting the physical development of the City; and

WHEREAS, City Staff and the Mayor has interviewed John Larkin and recommends appointment to the Falcon Heights Planning Commission.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Falcon Heights, Minnesota:

1. That the appointment is approved and adopted by the City Council of the City of Falcon Heights.

Moved by:

Approved by: _____

Peter Lindstrom
Mayor

LINDSTROM _____ In Favor
BROWN THUNDER
HARRIS _____ Against
LONG
MERCER-TAYLOR

Attested by: _____

Sack Thongvanh
City Administrator

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**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

July 22, 2015

No. 15-21

RESOLUTION APPOINTING DAVID TENITTI TO THE FALCON HEIGHTS PLANNING
COMMISSION

WHEREAS, the City Council established a Planning Commission per Minnesota Statute 462.354 subd. 1 to:

1. Guide future development of land, services, and facilities; and
2. Ensure a safe, pleasant and economical environment for residential, commercial, and public activities; and
3. Promote the public health, safety, and general welfare of the community; and

WHEREAS, the duties are to be carried out by:

1. Establishing community objectives and policy.
2. Making recommendations to the council regarding petitions and applications for rezoning, special use permits, etc.
3. Reviewing and making recommendations on all matters relating to or affecting the physical development of the City; and

WHEREAS, City Staff and the Mayor has interviewed David Tenitti and recommends appointment to the Falcon Heights Planning Commission.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Falcon Heights, Minnesota:

1. That the appointment is approved and adopted by the City Council of the City of Falcon Heights.

Moved by:

Approved by: _____

Peter Lindstrom
Mayor

LINDSTROM _____ In Favor
BROWN THUNDER
HARRIS _____ Against
LONG
MERCER-TAYLOR

Attested by: _____

Sack Thongvanh
City Administrator

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**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

July 22, 2015

No. 15-22

**RESOLUTION APPOINTING NICK OLSON TO THE FALCON HEIGHTS ENVIRONMENT
COMMISSION**

WHEREAS, the Environment Commission serves in an advisory capacity to the City Council on all policy matters relating to energy use, air quality, recreation and aesthetic appreciation, green infrastructure, water, solid waste, and environmental education;

WHEREAS, City Staff and the Mayor has interviewed Nick Olson and recommends appointment to the Falcon Heights Environment Commission.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Falcon Heights, Minnesota:

1. That the appointment is approved and adopted by the City Council of the City of Falcon Heights.

Moved by:

Approved by: _____

Peter Lindstrom

Mayor

LINDSTROM _____ In Favor

BROWN THUNDER _____

HARRIS _____ Against

LONG

MERCER-TAYLOR

Attested by: _____

Sack Thongvanh

City Administrator

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	July 22, 2015
Agenda Item	Policy G1
Attachment	Resolution
Submitted By	Kristine Giga, Civil Engineer

Item	Request for authorization to use a portion of the City’s Population Allocation Funds from the Municipal State Aid (MSA) Account for the 2015 Pavement Management Project
Description	The City is currently one of a few cities in the state that has a fully certified local street system, which means the City’s designated state-aid routes are improved to state-aid standards or are in an adequate condition. As such, we are allowed to use a portion of our MSA funds to cover repairs of our local streets that are not designated on the state aid system. This resolution authorizes city staff to request MSA fund from Mn/DOT for use on the 2015 Pavement Management Project, on the East and West Snelling Avenue Service Drives.
Budget Impact	<p>This project has the following financial implications for the city and property owners along the streets being considered for maintenance:</p> <ul style="list-style-type: none"> • Assessments levied in accordance with the City’s assessment policy. • Use of Municipal State Aid (MSA) and street infrastructure funds to pay the City’s portion of the project. • Expenditure of utility fund dollars to pay for repairs needed to the existing utility system.
Attachment(s)	Resolution
Action(s) Requested	Staff recommends approval of Resolution 2015-23 Authorize use of the City’s Population Allocation Funds from the Municipal State Aid Account for the 2015 Pavement Management Project

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**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

July 22, 2015

No. 15-23

RESOLUTION REQUESTING MUNICIPAL STATE AID SYSTEM CONSTRUCTION FUNDS FOR THE 2015 PAVEMENT MANAGEMENT PROJECT (SAP 124-050-009 and SAP 124-050-010): East Snelling Service Drive, from Roselawn Avenue to Crawford Avenue; West Snelling Service Drive, from Roselawn Avenue to BP gas station

WHEREAS, The City of Falcon Heights receives Municipal State Aid System (MSAS) funds for construction and maintaining 20% of its City streets, and

WHEREAS, THE City State Aid routes are improved to state aid standards, are in adequate condition that they do not have needs other than additional resurfacing, and the City's State Aid system was certified complete in 2002, and

WHEREAS, it is authorized by MN Rules 8820.1800 to use part of the MSAS construction appropriation of our City State Aid allocation on local streets not on the approved State Aid system, and

WHEREAS, it is proposed to use a portion of the City population allocation funds to mill and overlay East Snelling Service Drive, from Roselawn Avenue to Crawford Avenue; and West Snelling Service Drive, from Roselawn Avenue to the BP gas station.

WHEREAS, the City indemnifies saves and holds harmless the State of Minnesota and it's agents and employees for claims, demands, actions, of causes of action arising out of or by reason or matter related to constructing the local street as designed, and

WHEREAS, the City further agrees to defend at its sole cost any claims arising as a result of constructing the local street, and

WHEREAS, the final approval of the State Aid for Local Transportation Division is therefore given.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Falcon Heights, Minnesota:

1. Requests the release of MSAS construction funds for the mill and overlay of East Snelling Service Drive, from Roselawn Avenue to Crawford Avenue; and West Snelling Service Drive, from Roselawn Avenue to the BP gas station.
-

Moved by:

Approved by: _____
Peter Lindstrom, Mayor

LINDSTROM _____ In Favor
BROWN THUNDER _____
HARRIS _____ Against
LONG _____
MERCER-TAYLOR _____

Attested by: _____
Sack Thongvanh, City Administrator



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	July 22, 2015
Agenda Item	Policy G2
Attachment	Resolution
Submitted By	Sack Thongvanh, City Administrator

Item	Establishing a Personnel Committee and Appoint Members
Description	The purpose is to establish a Personnel Committee that would include the City Administrator, Mayor and a Council Member. The Personnel Committee will assist the City Administrator in personnel issues and review policies. The committee will meet on a need basis as determined by the City Administrator.
Budget Impact	N/A
Attachment(s)	Resolution 2015-24 Establishing a Personnel Committee and Appoint Members
Action(s) Requested	Staff would recommend approval of Resolution 2015-24 Establishing a Personnel Committee and Appoint Members.

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**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

July 22, 2015

No. 15-24

**RESOLUTION ESTABLISHING A PERSONNEL COMMITTEE AND APPOINT
MEMBERS**

WHEREAS, the Personnel Committee will be responsible for reviewing personnel issues and policies to make recommendations to the City Council; and

WHEREAS, authority of the members are regulated by the City's Personnel Policy and City Code.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Falcon Heights, Minnesota that the following individuals are appointed to the City's Personnel Committee:

Mayor Peter Lindstrom
Council Member Long
City Administrator Sack Thongvanh

Moved by:

Approved by: _____
Peter Lindstrom
Mayor

LINDSTROM _____ In Favor
BROWN THUNDER
HARRIS _____ Against
LONG
MERCER-TAYLOR

Attested by: _____
Sack Thongvanh
City Administrator