

CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue
AGENDA
February 23, 2022 at 7:00 P.M.

NOTE: THIS MEETING WILL BE HELD BY WEB CONFERENCE*

- A. CALL TO ORDER:
- B. ROLL CALL: ANDREWS ___ GUSTAFSON___ LEEHY___
MEYER ___ WEHYEE___
STAFF PRESENT: THONGVANH___
- C. APPROVAL OF AGENDA
- D. PRESENTATION
- E. APPROVAL OF MINUTES:
1. January 26, 2022 City Council Regular Minutes
- F. PUBLIC HEARINGS:
- G. CONSENT AGENDA:
1. General Disbursements through: 2/11/22 \$319,746.63
Payroll through: 2/15/21 \$70,377.13
Payroll Withholdings: \$62,837.20
Wire Payments: \$138,324.72
2. Approve City License(s)
3. Accept the Resignation of Assistant to the City Administrator, Vandara Thammavongsa
4. Appoint Megan Pavek as Assistant to the City Administrator
5. Establish Electronic Transfer Policy
- H: POLICY ITEMS:
1. Approve Assignment and Assumption of Amended and Restated Development Agreements for Falcon Heights Town Square Apartments and Falcon Heights Town Square Senior Apartments
- I. INFORMATION/ANNOUNCEMENTS:
- J. COMMUNITY FORUM:
Please limit comments to 3 minutes per person. Items brought before the Council will be referred for consideration. Council may ask questions for clarification, but no council action or discussion will be held on these items.
- K. ADJOURNMENT:

*You can participate in the meeting by clicking the following Zoom link:

<https://us02web.zoom.us/j/89690260531>

Toll Free Number:

1-877-853-5247

1-888-788-0099

Webinar ID: 896 9026 0531

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CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue
MINUTES
January 26, 2022 at 7:00 P.M.

- A. CALL TO ORDER: 7:00 PM
- B. ROLL CALL: ANDREWS __X__ GUSTAFSON __X__ LEEHY __X__
MEYER __X__ WEHYEE __X__
- STAFF PRESENT: THONGVANH __X__

C. APPROVAL OF AGENDA

D. PRESENTATION

1. Ramsey County Commissioner Trista MastaCastillo

County Commissioner MastaCastillo and the Council discussed Ramsey County initiatives, programs and updates.

E. APPROVAL OF MINUTES:

1. January 5, 2022 City Council Workshop Minutes
2. January 12, 2022 City Council Regular Minutes

Motion by Council Member Andrews to approve the meeting minutes.
Approved, 5-0.

F. PUBLIC HEARINGS:

G. CONSENT AGENDA:

1. General Disbursements through: 1/15/22 \$79,579.28
Payroll through: 1/15/21 \$19,469.05
2. Approve City License(s)
3. City Attorney Fee Adjustment
4. Assistant to the City Administrator Pay Adjustment
5. Interim City Administrator

Administrator Thongvanh clarified that Vandara Thammavongsa was receiving a pay adjustment per Item 4, and that Tim Pittman was being recommended for the role of Interim City Administrator. This would require a pay adjustment which would be similar to when Pittman filled in as Interim Administrator in the past.

Council Member Wehyee asked if Pittman was being recommended because the City was unable to secure an Interim Administrator from the League of Minnesota Cities (LMC).

Administrator Thongvanh agreed. They had anticipated working with a retired administrator through the LMC but some issues with PERA arose and appointing Pittman worked better with timeline we had.

Motion by Council Member Leehy to approve the Consent Agenda.
Approved; 5-0.

H: POLICY ITEMS:

I. INFORMATION/ ANNOUNCEMENTS:

All council members thanked Administrator Thongvanh for his service and wished him well in future endeavors.

Council Member Wehyee stated that the Planning Commission met this month and welcomed a few new commission members. There is also an open vacancy and he encouraged community members to apply.

Administrator Thongvanh gave a brief overview of the hiring process/timeline for the new administrator. Staff conducted the first round of interviews today. The community panel interviews will take place tomorrow.

He also thanked the council members, staff, and residents for being welcoming and providing this opportunity.

J. COMMUNITY FORUM:

Please limit comments to 3 minutes per person. Items brought before the Council will be referred for consideration. Council may ask questions for clarification, but no council action or discussion will be held on these items.

Tony Fisher, former council member, thanked Thongvanh for his community leadership and guidance over the past seven years.

Pamela Harris, former council member, stated that Thongvanh had graciously addressed numerous challenges through his employment with the City. She commended many of his professional traits and his communication style.

K. ADJOURNMENT: 8:07 PM

Randall C. Gustafson, Mayor

Dated this 23rd day of February, 2022

Sack Thongvanh, City Administrator



REQUEST FOR COUNCIL ACTION

Meeting Date	February 23, 2022
Agenda Item	Consent G1
Attachment	General Disbursements and Payroll
Submitted By	Roland Olson, Finance Director

Item	General Disbursements and Payroll Amended
Description	General Disbursements through: 2/11/22 \$319,746.63 Wire Payments: \$138,324.72 Payroll Withholdings: \$62,837.20 Payroll through: 2/15/22 \$70,377.13
Budget Impact	The general disbursements and payroll are consistent with the budget.
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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PACKET: 02445 January 21 Payables
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
=====						
01-00869		BENEFIT EXTRAS, INC				
I-106778		BENEFIT EXTRAS, INC	580.00			
1/21/2022	APBNK	DUE: 1/21/2022 DISC: 1/21/2022		1099: N		
		Flex Plan Renewal Fee		101 4112-89000-000	MISCELLANEOUS	400.00
		Jan - June Fee		101 4112-89000-000	MISCELLANEOUS	180.00
		=== VENDOR TOTALS ===	580.00			
=====						
01-05422		BP				
I-202201218052		FUEL	1,855.46			
1/21/2022	APBNK	DUE: 1/21/2022 DISC: 1/21/2022		1099: N		
		FUEL		101 20200-000	ACCOUNTS PAYABLE	1,855.46
		=== VENDOR TOTALS ===	1,855.46			
=====						
1-03110		CENTURY LINK				
I-202201218049		CENTURY LINK	63.71			
1/21/2022	APBNK	DUE: 1/21/2022 DISC: 1/21/2022		1099: N		
		Landline Svc		101 4141-85011-000	TELEPHONE - LANDLINE	63.71
		=== VENDOR TOTALS ===	63.71			
=====						
1-06290		CITY OF ROSEVILLE				
I-3033274.001		CITY OF ROSEVILLE	100.00			
1/21/2022	APBNK	DUE: 1/21/2022 DISC: 1/21/2022		1099: N		
		Snowshoe Event		101 4116-89010-000	SPECIAL EVENTS	100.00
		=== VENDOR TOTALS ===	100.00			
=====						
1-01012		COREMARK METALS				
I-5247593		COREMARK METALS	7.00			
1/21/2022	APBNK	DUE: 1/21/2022 DISC: 1/21/2022		1099: N		
		Metal Gauge		101 4132-70120-000	SUPPLIES	7.00
I-5247612		COREMARK METALS	110.45			
1/21/2022	APBNK	DUE: 1/21/2022 DISC: 1/21/2022		1099: N		
		Steel		101 4132-70120-000	SUPPLIES	110.45
I-5247620		COREMARK METALS	118.02			
1/21/2022	APBNK	DUE: 1/21/2022 DISC: 1/21/2022		1099: N		
		Steel		101 4132-70120-000	SUPPLIES	118.02
		=== VENDOR TOTALS ===	235.47			

PACKET: 02445 January 21 Payables

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	-----ID-----	DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
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01-05450 LEAGUE MN CITIES INS TRST

I-202201218050			LEAGUE MN CITIES INS TRST	30,502.00			
1/21/2022	APBNK		DUE: 1/21/2022 DISC: 1/21/2022		1099: N		
			Workman's Comp Premium 2022		101 4112-88000-000	INSURANCE & BONDS	27,502.00
			Workman's Comp Premium 2022		601 4601-88000-000	INSURANCE & BONDS	2,000.00
			Workman's Comp Premium 2022		602 4602-88000-000	INSURANCE & BONDS	1,000.00
=== VENDOR TOTALS ===				30,502.00			

01-06115 TIMOTHY PITTMAN

I-202201218051			TIMOTHY PITTMAN	43.58			
1/21/2022	APBNK		DUE: 1/21/2022 DISC: 1/21/2022		1099: N		
			Mileage Reimbursement		101 4132-86101-000	MILEAGE	37.44
			Mileage Reimbursement		101 4132-86101-000	MILEAGE	6.14
=== VENDOR TOTALS ===				43.58			
=== PACKET TOTALS ===				33,380.22			

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-0075		BOYER TRUCKS INC				
I-007P24973		BOYER TRUCKS INC	17.97			
1/26/2022	APBNK	DUE: 1/26/2022 DISC: 1/26/2022 Button for Truck #12		1099: N 101 4132-87000-000	REPAIR EQUIPMENT	17.97
		=== VENDOR TOTALS ===	17.97			
01-03103		CANON FINANCIAL SERVICES				
I-27955113		CANON FINANCIAL SERVICES	122.39			
1/26/2022	APBNK	DUE: 1/26/2022 DISC: 1/26/2022 Copier Contract Charge Jan		1099: N 101 4131-87010-000	CITY HALL MAINTENANCE	122.39
		=== VENDOR TOTALS ===	122.39			
01-06290		CITY OF ROSEVILLE				
I-202201268055		CITY OF ROSEVILLE	115.50			
1/26/2022	APBNK	DUE: 1/26/2022 DISC: 1/26/2022 Vehicle Registration x 6		1099: N 101 4132-87000-000	REPAIR EQUIPMENT	115.50
		=== VENDOR TOTALS ===	115.50			
01-03120		CITY OF WHITE BEAR				
I-12933		CITY OF WHITE BEAR	535.82			
1/26/2022	APBNK	DUE: 1/26/2022 DISC: 1/26/2022 2022 GIS Fees Ramsey County		1099: N 101 4117-80500-000	GIS SUPPORT	535.82
		=== VENDOR TOTALS ===	535.82			
01-05263		MID CITY SERVICES- INDUSTRIAL				
I-073144		MID CITY SERVICES- INDUSTRIAL	52.02			
1/26/2022	APBNK	DUE: 1/26/2022 DISC: 1/26/2022 Floor Mats Svc		1099: N 101 4131-87010-000	CITY HALL MAINTENANCE	52.02
		=== VENDOR TOTALS ===	52.02			
01-07312		NESCO LLC				
I-C008084		NESCO LLC	37.53			
1/26/2022	APBNK	DUE: 1/26/2022 DISC: 1/26/2022 Hydraulic Oil		1099: N 101 4132-74000-000	MOTOR FUEL & LUBRICANTS	37.53
		=== VENDOR TOTALS ===	37.53			
		=== PACKET TOTALS ===	881.23			

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
<hr/>						
01-0290		CITY OF ROSEVILLE				
I-230679		CITY OF ROSEVILLE	1,727.14			
1/26/2022	APBNK	DUE: 1/26/2022 DISC: 1/26/2022		1099: N		
		PMP Dec		426 20200-000	ACCOUNTS PAYABLE	444.70
		Engineering Dec		101 20200-000	ACCOUNTS PAYABLE	1,282.44
		=== VENDOR TOTALS ===	1,727.14			
<hr/>						
01-05060		MCQUEEN EQUIPMENT INC				
I-W09480		MCQUEEN EQUIPMENT INC	9,874.36			
1/26/2022	APBNK	DUE: 1/26/2022 DISC: 1/26/2022		1099: N		
		Sweeper Parts & Repair		602 20200-000	ACCOUNTS PAYABLE	9,874.36
		=== VENDOR TOTALS ===	9,874.36			
<hr/>						
01-05731		MN DEPARTMENT OF LABOR INDUSTR				
I-DECEMBER1230152021		MN DEPARTMENT OF LABOR INDUST	233.00			
1/26/2022	APBNK	DUE: 1/26/2022 DISC: 1/26/2022		1099: N		
		4TH QTR SURCHARGES		101 20801-000	DUE TO OTHER GOVERNMENTS	233.00
		=== VENDOR TOTALS ===	233.00			
<hr/>						
01-06185		RAMSEY COUNTY				
I-PRRRV-001764		RAMSEY COUNTY	337.39			
1/26/2022	APBNK	DUE: 1/26/2022 DISC: 1/26/2022		1099: N		
		Truth in Taxation Notice		101 20200-000	ACCOUNTS PAYABLE	337.39
		=== VENDOR TOTALS ===	337.39			
<hr/>						
01-0870		XCEL ENERGY				
I-202201268054		XCEL ENERGY	31.83			
1/26/2022	APBNK	DUE: 1/26/2022 DISC: 1/26/2022		1099: N		
		Elect		101 20200-000	ACCOUNTS PAYABLE	15.89
		Elect		209 20200-000	ACCOUNTS PAYABLE	15.40
		Elect		209 20200-000	ACCOUNTS PAYABLE	0.54
		=== VENDOR TOTALS ===	31.83			
		=== PACKET TOTALS ===	12,203.72			

PACKET: 02452 DEC 31 PAYB LES 2021

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
=====						
01-05973	NORTH SUBURBAN COMMUNICATIONS					

I-2021-539		4TH QTR COMEPERATIVE SVC	2,838.46			
1/31/2022	APBNK	DUE: 1/31/2022 DISC: 1/31/2022		1099: N		
		4TH QTR COMEPERATIVE SVC		101 20200-000	ACCOUNTS PAYABLE	2,838.46
		=== VENDOR TOTALS ===	2,838.46			
=====						
01-06185	RAMSEY COUNTY					

I-PUBW 019539		EMRG PRE-EMPTION SYSTEM 6 MON	51.05			
1/31/2022	APBNK	DUE: 1/31/2022 DISC: 1/31/2022		1099: N		
		EMRG PRE-EMPTION SYSTEM 6 MONT		101 20200-000	ACCOUNTS PAYABLE	51.05
		=== VENDOR TOTALS ===	51.05			
=====						
01-06254	RICE CREEK WATERSHED DISTRICT					

I-202201318056		RIGHT OF WAY WATER MGMT	427.09			
1/31/2022	APBNK	DUE: 1/31/2022 DISC: 1/31/2022		1099: N		
		RIGHT OF WAY WATER MGMT		602 20200-000	ACCOUNTS PAYABLE	427.09
		=== VENDOR TOTALS ===	427.09			
		=== PACKET TOTALS ===	3,316.60			

PACKET: 02456 JAN 31 PAYBLES 2022

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS	P.O. #		
ST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME----- DISTRIBUTION

01-05153 HOME DEPOT CRC/GECP

I-202201318068		SAFETY GLASS/1ST AID KIT	43.94		
1/31/2022	APBNK	DUE: 1/31/2022 DISC: 1/31/2022		1099: N	
		SAFETY GLASS/1ST AID KIT		101 4116-89010-000	SPECIAL EVENTS 43.94
=== VENDOR TOTALS ===			43.94		

01-06030 OLSON,ROLAND

I-202201318067		MILEAGE REIMB	76.29		
1/31/2022	APBNK	DUE: 1/31/2022 DISC: 1/31/2022		1099: N	
		MILEAGE REIMB		101 4113-86010-000	MILEAGE 76.29
=== VENDOR TOTALS ===			76.29		

01-06024 ON SITE SANITATION

I-1272160		PORTABLE TOILETS/SANITIZERS	75.00		
1/31/2022	APBNK	DUE: 1/31/2022 DISC: 1/31/2022		1099: N	
		PORTABLE TOILETS/SANITIZERS		601 4601-85080-000	PORTABLE TOILET PARKS 75.00
I-272161		PORTABLE TOILET/SANITIZERS	160.00		
1/1/2022	APBNK	DUE: 1/31/2022 DISC: 1/31/2022		1099: N	
		PORTABLE TOILET/SANITIZERS		601 4601-85080-000	PORTABLE TOILET PARKS 160.00
=== VENDOR TOTALS ===			235.00		

01-06115 TIMOTHY PITTMAN

I-202201318066		MILEAGE REIMB	74.88		
1/31/2022	APBNK	DUE: 1/31/2022 DISC: 1/31/2022		1099: N	
		MILEAGE REIMB		101 4132-86101-000	MILEAGE 74.88
=== VENDOR TOTALS ===			74.88		

01-06335 ROSELAWN STABLES

I-202201318064		TROLLEY WINTER FEST EVENT	1,350.00		
1/31/2022	APBNK	DUE: 1/31/2022 DISC: 1/31/2022		1099: N	
		TROLLEY WINTER FEST EVENT		101 4116-89010-000	SPECIAL EVENTS 1,350.00
=== VENDOR TOTALS ===			1,350.00		

PACKET: 02456 JAN 31 PAYBLES 2022

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
=====						
01-00935		ST PAUL REGIONAL WATER SERVICE				

I-202201318065		H2O AND SS	142.72			
1/31/2022	APBNK	DUE: 1/31/2022 DISC: 1/31/2022		1099: N		
		H2O		101 4131-85040-000	WATER	62.88
		SS		601 4601-85070-000	SAC CHARGES AND SS CHARG	16.83
		H2O		101 4141-85040-000	WATER	43.80
		SS		601 4601-85070-000	SAC CHARGES AND SS CHARG	19.21
		=== VENDOR TOTALS ===	142.72			
=====						
01-05870		XCEL ENERGY				

I-202201318063		ELECT	54.09			
1/31/2022	APBNK	DUE: 1/31/2022 DISC: 1/31/2022		1099: N		
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	40.18
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	13.91
		=== VENDOR TOTALS ===	54.09			
		=== PACKET TOTALS ===	1,976.92			

PACKET: 02458 February 2 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
I-202202028069	BP			1,331.66			
2/02/2022	APBNK	DUE: 2/02/2022 DISC: 2/02/2022 Fuel		1099: N 101 4132-74000-000	MOTOR FUEL & LUBRICANTS		1,331.66
=== VENDOR TOTALS ===				1,331.66			

01-05843 MN NCPERS LIFE INSURANCE

I-458800022022	MN NCPERS LIFE INSURANCE			48.00			
2/02/2022	APBNK	DUE: 2/02/2022 DISC: 2/02/2022 2022 Life Insurance Feb		1099: N 101 21709-000	OTHER PAYABLE		24.64
		2022 Life Insurance Feb		204 21709-000	OTHER PAYABLE		1.60
		2022 Life Insurance Feb		601 21709-000	OTHER PAYABLE		15.52
		2022 Life Insurance Feb		602 21709-000	OTHER PAYABLE		6.24
=== VENDOR TOTALS ===				48.00			

01-06151 RCLLG

I-2022RCLLGMMBRIZA00	RCLLG			350.00			
2/02/2022	APBNK	DUE: 2/02/2022 DISC: 2/02/2022 2022 Membership Dues		1099: N 101 4111-86140-000	COMMISSIONS/MEMBERSHIPS/		350.00
=== VENDOR TOTALS ===				350.00			

01-07218 SAFE ASSURE CONSULTANTS

I-3108	SAFE ASSURE CONSULTANTS			1,473.38			
2/02/2022	APBNK	DUE: 2/02/2022 DISC: 2/02/2022 2022 OSHA Training		1099: N 101 4131-86100-000	CONFERENCES/EDUCATION/AS		736.69
		2022 OSHA Training		601 4601-86100-000	TRAINING		736.69
=== VENDOR TOTALS ===				1,473.38			

01-05737 VERIZON WIRELESS

I-9898072692	VERIZON WIRELESS			103.27			
2/02/2022	APBNK	DUE: 2/02/2022 DISC: 2/02/2022 Cell Phones to Jan 23		1099: N 101 4131-85015-000	CELL PHONE		103.27
=== VENDOR TOTALS ===				103.27			

PACKET: 02458 February 2 Payables
VENDOR SET: 01 City of Falcon Heights
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS	P.O. #		
POST DATE	BANK CODE	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
070	XCEL ENERGY				
I-202202028070	XCEL ENERGY	91.99			
2/02/2022	APBNK		1099: N		
	DUE: 2/02/2022 DISC: 2/02/2022				
	Elect		209 4209-85020-000	STREET LIGHTING POWER	20.56
	Elect		209 4209-85020-000	STREET LIGHTING POWER	24.22
	Elect		101 4121-85020-000	ELECTRIC	13.03
	Elect		101 4141-85020-000	ELECTRIC/GAS	34.18
	=== VENDOR TOTALS ===	91.99			
	=== PACKET TOTALS ===	3,398.30			

PACKET: 02460 February 2 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
000		EHLERS AND ASSOCIATES				
I-89549		EHLERS AND ASSOCIATES	3,000.00			
2/02/2022	APBNK	DUE: 2/02/2022 DISC: 2/02/2022 Arbitrage Services 2013B Bond		1099: N 419 20200-000	ACCOUNTS PAYABLE	3,000.00
		=== VENDOR TOTALS ===	3,000.00			
01-05343		MN MULCH & SOIL				
I-W20439		MN MULCH & SOIL	135.00			
2/02/2022	APBNK	DUE: 2/02/2022 DISC: 2/02/2022 Larpenteur soil disposal		1099: N 419 20200-000	ACCOUNTS PAYABLE	135.00
		=== VENDOR TOTALS ===	135.00			
01-06185		RAMSEY COUNTY				
I-PUBW-019550		RAMSEY COUNTY	3,288.15			
2/02/2022	APBNK	DUE: 2/02/2022 DISC: 2/02/2022 Gottfried Storm Pit Maint		1099: N 602 20200-000	ACCOUNTS PAYABLE	3,288.15
		=== VENDOR TOTALS ===	3,288.15			
		=== PACKET TOTALS ===	6,423.15			

PACKET: 02462 February 4 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
=====						
034		BRAKE AND EQUIPMENT WAREHOUSE				
=====						
I-01KC4702		BRAKE AND EQUIPMENT WAREHOUSE	245.82			
2/04/2022	APBNK	DUE: 2/04/2022 DISC: 2/04/2022		1099: N		
		Battery		101 4132-70120-000	SUPPLIES	245.82
		=== VENDOR TOTALS ===	245.82			
=====						
01-06290		CITY OF ROSEVILLE				
=====						
I-0230705		CITY OF ROSEVILLE	3,179.49			
2/04/2022	APBNK	DUE: 2/04/2022 DISC: 2/04/2022		1099: N		
		IT Operational Support Feb		101 4116-85070-000	TECHNICAL SUPPORT	1,005.59
		IT Staff Support Feb		101 4116-85070-000	TECHNICAL SUPPORT	1,873.40
		IT Software Support Feb		101 4116-85070-000	TECHNICAL SUPPORT	195.56
		IT Equipment Feb		101 4116-85070-000	TECHNICAL SUPPORT	104.94
		=== VENDOR TOTALS ===	3,179.49			
=====						
01-05115		GOPHER STATE ONE CALL				
=====						
I-2010385		GOPHER STATE ONE CALL	10.80			
2/04/2022	APBNK	DUE: 2/04/2022 DISC: 2/04/2022		1099: N		
		Locates		601 4601-88030-000	LOCATES	10.80
		=== VENDOR TOTALS ===	10.80			
=====						
01-05235		JAN-PRO CLEANING SYSTEMS				
=====						
I-107272		JAN-PRO CLEANING SYSTEMS	450.00			
2/04/2022	APBNK	DUE: 2/04/2022 DISC: 2/04/2022		1099: N		
		Janitorial Service Feb		101 4131-87010-000	CITY HALL MAINTENANCE	450.00
		=== VENDOR TOTALS ===	450.00			
=====						
01-05509		LEAGUE OF MN CITIES				
=====						
I-357655		LEAGUE OF MN CITIES	530.00			
2/04/2022	APBNK	DUE: 2/04/2022 DISC: 2/04/2022		1099: N		
		Stormwater Coalition 2022		602 4602-86110-000	MEMBERSHIPS	530.00
		=== VENDOR TOTALS ===	530.00			

PACKET: 02462 February 4 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
002	NINENORTH					
I-2022-008		NINENORTH	738.66			
2/04/2022	APBNK	DUE: 2/04/2022 DISC: 2/04/2022		1099: N		
		3 Municipal Meetings Web&Cable		101 4116-85050-000	CABLE TV	738.66
		=== VENDOR TOTALS ===	738.66			
01-06053	OREILLY AUTO PARTS					
I-3243-323184		OREILLY AUTO PARTS	3.57			
2/04/2022	APBNK	DUE: 2/04/2022 DISC: 2/04/2022		1099: N		
		Torque Tool		101 4132-70120-000	SUPPLIES	3.57
		=== VENDOR TOTALS ===	3.57			
01-06184	RAMSEY COUNTY - POLICE AND 911					
I-SHRFL-002035		RAMSEY COUNTY - POLICE AND 91	95,560.97			
2/04/2022	APBNK	DUE: 2/04/2022 DISC: 2/04/2022		1099: N		
		Law Enforcement Services Jan		101 4122-81000-000	POLICE SERVICES	95,560.97
		=== VENDOR TOTALS ===	95,560.97			
01-05374	TENNIS SANITATION LLC					
I-3153996		TENNIS SANITATION LLC	7,458.75			
2/04/2022	APBNK	DUE: 2/04/2022 DISC: 2/04/2022		1099: N		
		Recycling SFD&MFD FH		101 4131-87010-000	CITY HALL MAINTENANCE	7,458.75
I-3153997		TENNIS SANITATION LLC	66.50			
2/04/2022	APBNK	DUE: 2/04/2022 DISC: 2/04/2022		1099: N		
		Recycling Ramsey Cty SWMT&CEC		101 4131-87010-000	CITY HALL MAINTENANCE	66.50
		=== VENDOR TOTALS ===	7,525.25			
		=== PACKET TOTALS ===	108,244.56			

PACKET: 02464 February 9 Payables
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
-----ID-----						
02/09/2022	APBNK	CITY OF ST PAUL				
I-IN48596		CITY OF ST PAUL	334.26			
2/09/2022	APBNK	DUE: 2/09/2022 DISC: 2/09/2022		1099: N		
		Elect Usage Jul-Dec		209 20200-000	ACCOUNTS PAYABLE	334.26
=== VENDOR TOTALS ===			334.26			

01-06184	RAMSEY COUNTY - POLICE AND 911					
I-EMCOM-009786		RAMSEY COUNTY - POLICE AND 91	2,546.43			
2/09/2022	APBNK	DUE: 2/09/2022 DISC: 2/09/2022		1099: N		
		911 Dispatch Dec		101 20200-000	ACCOUNTS PAYABLE	2,546.43
I-EMCOM-009803		RAMSEY COUNTY - POLICE AND 91	348.81			
2/09/2022	APBNK	DUE: 2/09/2022 DISC: 2/09/2022		1099: N		
		CAD Dec		101 20200-000	ACCOUNTS PAYABLE	348.81
=== VENDOR TOTALS ===			2,895.24			

01-06661	TAFT, STETTINIUS & HOLLISTER L					
I-3848662		TAFT, STETTINIUS & HOLLISTER	500.00			
2/09/2022	APBNK	DUE: 2/09/2022 DISC: 2/09/2022		1099: N		
		Attorney Fees 2013B Equip Cert		419 20200-000	ACCOUNTS PAYABLE	500.00
=== VENDOR TOTALS ===			500.00			
=== PACKET TOTALS ===			3,729.50			

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-0322		ALLEGRA PRINT & IMAGING				
I-165222		ALLEGRA PRINT & IMAGING	70.00			
2/09/2022	APBNK	DUE: 2/09/2022 DISC: 2/09/2022 Signature Stamps		1099: N 101 4112-70100-000	SUPPLIES	70.00
		=== VENDOR TOTALS ===	70.00			
01-03089		CASH				
I-202202098072		CASH	66.14			
2/09/2022	APBNK	DUE: 2/09/2022 DISC: 2/09/2022 Fuel Certified Mail W2s and 1099s		1099: N 101 4132-87000-000 101 4112-70500-000	REPAIR EQUIPMENT POSTAGE	49.42 16.72
		=== VENDOR TOTALS ===	66.14			
01-03110		CENTURY LINK				
I-202202098073		CENTURY LINK	71.43			
2/09/2022	APBNK	DUE: 2/09/2022 DISC: 2/09/2022 Landlines SS		1099: N 601 4601-85011-000	TELEPHONE - LANDLINE	71.43
		=== VENDOR TOTALS ===	71.43			
01-05440		LOFFLER COMPANIES, INC				
I-3942681		LOFFLER COMPANIES, INC	30.98			
2/09/2022	APBNK	DUE: 2/09/2022 DISC: 2/09/2022 Copier		1099: N 101 4112-87000-000	REPAIR OFFICE EQUIPMENT	30.98
		=== VENDOR TOTALS ===	30.98			
01-0565		METROPOLITAN COUNCIL				
I-1135910		METROPOLITAN COUNCIL	40,389.49			
2/09/2022	APBNK	DUE: 2/09/2022 DISC: 2/09/2022 Waste Water Service March		1099: N 601 4601-85060-000	METRO SEWER CHARGES	40,389.49
		=== VENDOR TOTALS ===	40,389.49			
01-05794		MINNESOTA EQUIPMENT				
I-P65398		MINNESOTA EQUIPMENT	932.08			
2/09/2022	APBNK	DUE: 2/09/2022 DISC: 2/09/2022 John Deer Broom Parts Repair		1099: N 101 4132-87000-000	REPAIR EQUIPMENT	932.08
		=== VENDOR TOTALS ===	932.08			

PACKET: 02466 February 9 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
01-05870		84 RAMSEY COUNTY - POLICE AND 911				
I-SHRFL-002042		RAMSEY COUNTY - POLICE AND 91	95,560.97			
2/09/2022	APBNK	DUE: 2/09/2022 DISC: 2/09/2022		1099: N		
		Law Enforcement Services Feb		101 4122-81000-000	POLICE SERVICES	95,560.97
		=== VENDOR TOTALS ===	95,560.97			
01-05870		XCEL ENERGY				
I-202202098074		XCEL ENERGY	853.60			
2/09/2022	APBNK	DUE: 2/09/2022 DISC: 2/09/2022		1099: N		
		Elect		101 4141-85020-000	ELECTRIC/GAS	827.54
		Elect		209 4209-85020-000	STREET LIGHTING POWER	26.06
		=== VENDOR TOTALS ===	853.60			
		=== PACKET TOTALS ===	137,974.69			

PACKET: 02469 February 11 Payables
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
-----ID-----						
63		MID CITY SERVICES- INDUSTRIAL				
I-154750		MID CITY SERVICES- INDUSTRIAL	56.85			
2/11/2022	APBNK	DUE: 2/11/2022 DISC: 2/11/2022 Floor Mats Svc		1099: N 101 4131-87010-000	CITY HALL MAINTENANCE	56.85
=== VENDOR TOTALS ===			56.85			

01-06112		PIONEER PRESS				
I-122572540		PIONEER PRESS	263.20			
2/11/2022	APBNK	DUE: 2/11/2022 DISC: 2/11/2022 Legals		1099: N 101 4111-70410-000	LEGAL NOTICES	263.20
=== VENDOR TOTALS ===			263.20			

01-05870		XCEL ENERGY				
I-202202118076		XCEL ENERGY	2,512.27			
2/11/2022	APBNK	DUE: 2/11/2022 DISC: 2/11/2022 Elect Elect Elect		1099: N 101 4121-85020-000 101 4141-85020-000 209 4209-85020-000	ELECTRIC ELECTRIC/GAS STREET LIGHTING POWER	38.16 33.90 2,440.21
=== VENDOR TOTALS ===			2,512.27			
=== PACKET TOTALS ===			2,832.32			

PACKET: 02443 January 19 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
01-0400	122	CITY OF ST PAUL				
I-IN48294		CITY OF ST PAUL	300.00			
1/19/2022	APBNK	DUE: 1/19/2022 DISC: 1/19/2022		1099: N		
		Street Light Maintenance Nov		209 20200-000	ACCOUNTS PAYABLE	300.00
I-IN48301		CITY OF ST PAUL	299.82			
1/19/2022	APBNK	DUE: 1/19/2022 DISC: 1/19/2022		1099: N		
		Street Light Maintenance Nov		209 20200-000	ACCOUNTS PAYABLE	299.82
		=== VENDOR TOTALS ===	599.82			
01-04000		EHLERS AND ASSOCIATES				
I-89383		EHLERS AND ASSOCIATES	405.00			
1/19/2022	APBNK	DUE: 1/19/2022 DISC: 1/19/2022		1099: N		
		Confirm TIF Payments		414 20200-000	ACCOUNTS PAYABLE	202.50
		Prepare 2nd Half TIF Note Sch		414 20200-000	ACCOUNTS PAYABLE	202.50
		=== VENDOR TOTALS ===	405.00			
01-05870		XCEL ENERGY				
I-202201198048		XCEL ENERGY	4,380.60			
1/19/2022	APBNK	DUE: 1/19/2022 DISC: 1/19/2022		1099: N		
		Gas		101 20200-000	ACCOUNTS PAYABLE	1,284.98
		Elect		101 20200-000	ACCOUNTS PAYABLE	591.42
		Elect		101 20200-000	ACCOUNTS PAYABLE	212.09
		Elect		101 20200-000	ACCOUNTS PAYABLE	32.01
		Elect		101 20200-000	ACCOUNTS PAYABLE	35.27
		Elect		209 20200-000	ACCOUNTS PAYABLE	2,198.64
		Elect		209 20200-000	ACCOUNTS PAYABLE	25.55
		Elect		209 20200-000	ACCOUNTS PAYABLE	0.64
		=== VENDOR TOTALS ===	4,380.60			
		=== PACKET TOTALS ===	5,385.42			

NAME	AMOUNT
RANDALL C GUSTAFSON	293.07
MELANIE M LEEHY	262.05
YAKASAH WEHYEE	262.05
KAY ANDREWS	258.04
ERIC G MEYER	262.05
SACK THONGVANH	4,142.00
VANDARA THAMMAVONGSA	1,664.42
ROLAND O OLSON	2,985.13
MATTHEW CHERNUGAL	503.31
TIMOTHY J PITTMAN	2,368.47
DAVE TRETSVEN	1,861.53
COLIN B CALLAHAN	2,061.30
TOM L WILLIAMS	569.05

TOTAL PRINTED: 13 17,492.47

1-25-2022 1:20 PM PAYROLL CHECK REGISTER
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 1
 PAYROLL DATE: 1/25/2022

EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
PAVEK, MEGAN E	R	1/25/2022	1,664.60	091079
LANDBERG, ALYSSA	R	1/25/2022	463.14	091080
MORETTO, PAUL A	R	1/25/2022	2,212.29	091081
GRAY, GABRIELLA J	R	1/25/2022	281.44	091082

1-25-2022 1:20 PM PAYROLL CHECK REGISTER
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 2
 PAYROLL DATE: 1/25/2022

*** REGISTER TOTALS ***

REGULAR CHECKS:	4	4,621.47
DIRECT DEPOSIT REGULAR CHECKS:	13	17,492.47
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	17	22,113.94

*** NO ERRORS FOUND ***

END OF REPORT **

NAME	AMOUNT
SACK THONGVANH	32,128.88 *
VANDARA THAMMAVONGSA	1,995.65
ROLAND O OLSON	2,985.13
TIMOTHY J PITTMAN	2,368.47
DAVE TRETSVEN	1,861.53
COLIN B CALLAHAN	2,061.30
TOM L WILLIAMS	421.81

TOTAL PRINTED: 7 43,822.77

2-10-2022 7:08 AM PAYROLL CHECK REGISTER
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 1
 PAYROLL DATE: 2/10/2022

EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
PAVEK, MEGAN E	R	2/10/2022	1,664.60	091133
LANDBERG, ALYSSA	R	2/10/2022	439.59	091134
MORETTO, PAUL A	R	2/10/2022	2,212.29	091135
GRAY, GABRIELLA J	R	2/10/2022	123.94	091136

2-10-2022 7:08 AM PAYROLL CHECK REGISTER
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 2
 PAYROLL DATE: 2/10/2022

*** REGISTER TOTALS ***

REGULAR CHECKS:	4	4,440.42
DIRECT DEPOSIT REGULAR CHECKS:	7	43,822.77
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	11	48,263.19

*** NO ERRORS FOUND ***

END OF REPORT ** * Vacation/Sick leave payout

Additional wire payments:

Payroll Withholdings

Jan 31 payaroll

Federal W/h	7,990.90
State W/h	1,447.54
PERA	4,301.03
ICMA	1,283.34
Child Support	26.50

25-Jan-22

Bond and Interest Payments for City's bonds due February 1st

2017 GO Improvement Bonds	127,500.00
2021 GO Improvement Bonds	10,824.72

Feb 15 payroll

Federal W/h	36,217.04	*
State W/h	6,872.15	
PERA	3,388.86	
ICMA	1,283.34	
Child Support	26.50	

* A large vaction/sick leave payout required a large federal and state withholding



ITEM FOR DISCUSSION

Meeting Date	February 23, 2022
Agenda Item	Consent G2
Attachment	N/A
Submitted By	Vandara Thammavongsa Assistant to the City Administrator

Item	Approval of City License(s)
Description	<p>The following individuals/entities have applied for a <u>Single Family Rental Dwelling License</u> for 2022. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. Greg Rogers - 1947 Autumn 2. Rachael Witt - 1900 Tatum Street 3. Ralph Peterson - 1865 Hamline Ave <p>The following individuals/entities have applied for a <u>Tree Trimming/Removal Contractor License</u> for 2022. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. Upper Cut Tree Service 2. Expert Tree
Budget Impact	
Attachment(s)	
Action(s) Requested	Staff recommends approval of the City license applications contingent on background checks and fire inspections as required.

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REQUEST FOR COUNCIL ACTION

Meeting Date	February 23, 2022
Agenda Item	Consent G3
Attachment	N/A
Submitted By	Sack Thongvanh, City Administrator

Item	Resignation of Assistant to the City Administrator Vandara Thammvongsa
Description	<p>Assistant to the City Administrator Vandara Thammvongsa has submitted a "Letter of Resignation". Vandara's last day will be February 24th.</p> <p>The work and dedication Vandara has provided and shown to the City of Falcon Heights cannot be measured. Vandara has gone above and beyond the call of duty over the year, which we will miss greatly. We wish her the best on her future endeavors and the next chapter in her career with the State of Minnesota.</p>
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Resolution 22-04 Accepting the Resignation of Assistant to the City Administrator Vandara Thammvongsa
Action(s) Requested	Staff would recommend approve of attached resolution to accept the resignation of Assistant to the City Administrator Vandara Thammvongsa.

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Letter of Resignation

February 9, 2022

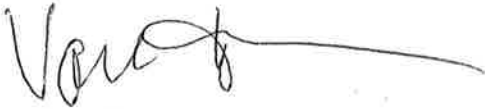
Dear Mayor and City Council Members,

Please accept this letter as formal notice of my resignation from my position as Assistant to the City Administrator. My last day with the City will be February 24, 2022.

Thank you for giving me the opportunity to work in this wonderful city and learning all about Parks and Recreation programming. I have enjoyed my time with the City of Falcon Heights.

If I can be any assistance during this transition, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'Vandara', followed by a long horizontal flourish line extending to the right.

Vandara Thammavongsa

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**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

February 23, 2022

No. 22-04

**RESOLUTION ACCEPTING THE RESIGNATION OF ASSISTANT TO THE CITY
ADMINISTRATOR VANDARA THAMMVONGSA FROM THE CITY OF FALCON HEIGHTS**

WHEREAS, the City Council appointed Vandara Thammvongsa on January 13, 2021 as the Assistant to the City Administrator; and

WHEREAS, Vandara Thammvongsa submitted her letter of resignation with a last day in the office of February 24, 2022;

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

1. That the “Letter of Resignation” is accepted by the City Council of the City of Falcon Heights.

Moved by:

Approved by: _____

Randall C. Gustafson
Mayor

GUSTAFSON ___ In Favor
MEYER
ANDREWS ___ Against
LEEHY
WEHYEE

Attested by: _____

Timothy Pittman
Interim City Administrator

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REQUEST FOR COUNCIL ACTION

Meeting Date	February 23, 2022
Agenda Item	Consent G4
Attachment	N/A
Submitted By	Sack Thongvanh, City Administrator

Item	Appoint Megan Pavek to Assistant to the City Administrator
Description	<p>Assistant to the City Administrator Vandara Thammvongsa has submitted a "Letter of Resignation". Vandara's last day will be February 24th.</p> <p>The work and dedication Megan has provided and shown to the City of Falcon Heights cannot be measured. Megan has gone above and beyond the call of duty the last couple of months and now with the loss of the City Administrator and the Assistant to the City Administrator, her dedication will be need more than ever.</p>
Budget Impact	Position funded for 2022.
Attachment(s)	<ul style="list-style-type: none"> • Resolution 22-05 Appointment of Megan Pavek to Assistant to the City Administrator
Action(s) Requested	Staff would recommend approve of attached resolution and appoint Megan Pavek as Assistant to the City Administrator effective immediately with a pay increase to \$60,000 a year.

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**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

February 23, 2022

No. 22-05

**RESOLUTION APPOINTING MEGAN PAVEK TO THE POSITION OF ASSISTANT TO THE
CITY ADMINISTRATOR FOR THE CITY OF FALCON HEIGHTS**

WHEREAS, Vandara Thammvongsa submitted her letter of resignation with a last day of employment on February 24, 2022;

WHEREAS, thereafter the position was offer to current employee Megan Pavek;

WHEREAS, the position was accepted by Megan Pavek;

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

1. Appoint Megan Pavek to the position of Assistant to the City Administrator, and
2. Authorize compensation of \$28.85 per hour (\$60,000/year), and
3. Megan will be put on six a (6) month probation.

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON _____ In Favor
MEYER
ANDREWS _____ Against
LEEHY
WEHYEE

Attested by: _____
Timothy Pittman
Interim City Administrator

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REQUEST FOR COUNCIL ACTION

Meeting Date	February 23, 2022
Agenda Item	Consent G5
Attachment	N/A
Submitted By	Roland Olson, Finance Director

Item	Electronic Fund Transfer Policy
Description	To establish an electronic fund transfer policy as recommended by our auditors. This policy recognizes that not all payments can be made by check. Payroll and payroll withholdings are almost always electronic fund transfers. Also investing the cities funds often require electronic purchasing as regulated by the City's Investment Policy.
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Electronic Fund Transfer Policy
Action(s) Requested	Staff recommends establishing the attached Electronic Transfer Policy.

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FALCON HEIGHTS ELECTRONIC FUNDS TRANSFER POLICY

1. Purpose

To establish a policy for the use of electronic fund transfers.

Policy

It is the policy of City of Falcon Heights to abide by Minnesota Statute 471.38 when making an electronic fund transfer for payment or investment..

3. Transfer Allowed for Certain Purposes

The City may make electronic funds transfers for the following:

1. For a claim for a payment for payroll, payroll withholdings, and other federal, state, and county employment requirements: for example, unemployment and child care.
2. For a payment of contributions to pension or retirement funds.
3. For periodic investment activities of the city's funds.
4. For payment of bond principal, bond interest, and fiscal agent service charges.

4. Policy Controls

1. The City of Falcon Heights will annually delegate the authority to make electronic funds transfers to the City Clerk/City Administrator and Finance Officer. This will normally be done in the first resolution of the year listing the depositories of the City.
2. The initiator of the electronic transfer must be identified;
3. Backup information is required for audit purposes.
4. A list of all transactions made by electronic funds transfer needs to be submitted to the City Council at the next regular city council meeting after the transaction is made, except payroll and employment fund transfers, which will be approved by the City Clerk/City Administrator as part of the payroll process. It is also recognized that the investment activities of city funds requires instantaneous decision making in order to get the best rates and cannot wait for council approval.

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REQUEST FOR COUNCIL ACTION

Meeting Date	February 23, 2022
Agenda Item	Policy H1
Attachment	N/A
Submitted By	Sack Thongvanh, City Administrator

Item	Assignment and Assumption of Amended and Restated Development Agreement for Falcon Heights Town Square Apartments and Falcon Heights Town Square Senior Apartments
Description	<p>Back in 2003 and 2004, the City of Falcon Heights executed the attached development agreements and issued TIF Notes for the Falcon Heights Town Square multifamily and senior apartment's projects for 26 years. The development agreements and the TIF Notes are still in effect today. The developers, however, are selling those projects to new owners, and are closing those deals by the end of the month. This requires that the City consent to the assignments and assumptions of the development agreements and the TIF Notes at its upcoming meeting.</p> <p>Please note that this is a pretty routine and typical ask, and under Section 8.1 of the Development Agreement, the City agreed that it would make such an approval, "which approval shall not be unreasonably withheld or delayed."</p>
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Resolution 22-06 Approving the Assignment and Assumption of Development Agreements and Tax Increment Financing Notes, and the Collateral Assignments • Assignment and Assumption of TIF Agreement - Falcon Heights Town Square Apartments • Assignment and Assumption of TIF Agreement - Falcon Heights Town Square Senior Apartments
Action(s) Requested	Staff would recommend approve of attached resolution and authorize the Mayor and Interim City Administrator to execute all necessary documents.

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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, Ramsey County, Minnesota, was duly held at the City Hall in said City on February 23, 2022, at 7:00 P.M.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 22-06

RESOLUTION APPROVING THE ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT AGREEMENTS AND TAX INCREMENT FINANCING NOTES, AND
THE COLLATERAL ASSIGNMENTS THEREOF

A. WHEREAS, the City of Falcon Heights (the "City") entered into: (i) a Development Agreement, dated July 18, 2003, with Town Square Senior Apartments LLC (the "Senior Developer"), a Minnesota limited liability company (the "Senior Development Agreement"); and (ii) a Development Agreement dated July 18, 2003, a First Amendment to Development Agreement dated July 18 2003, and an Amended and Restated Development Agreement, dated April 28, 2004, (the "Multifamily Development Agreement") with Falcon Heights Town Square Limited Partnership, a Minnesota limited partnership (the "Multifamily Developer"); and

B. WHEREAS, related and pursuant to the Senior Development Agreement, the City issued its Taxable Tax Increment Revenue Note (Falcon Heights Town Square Project-Senior TIF Note), dated December 29, 2003, in the original principal amount of \$728,000 (the "Senior TIF Note"), to the Senior Developer; and related and pursuant to the Multifamily Development Agreement, the City issued its Taxable Tax Increment Revenue Note (Falcon Heights Town Square Project-Multifamily TIF Note), dated April 28, 2004, in the original principal amount of \$1,586,126 (the "Multifamily TIF Note"), to the Multifamily Developer; and

C. WHEREAS, the Senior Developer is selling and conveying the property subject to the Senior Development Agreement to Tilden FP Falcon Heights Senior Apartments, LLC, (the "Senior Assignee") and the Multifamily Developer is selling and conveying the property subject to the Multifamily Development Agreement to Tilden FP Falcon Heights Apartments, LLC, (the "Multifamily Assignee"); and

D. WHEREAS, related to the conveyance by the Senior Developer as described above, the Senior Developer has requested that the City consent to (i) the assignment of the Senior Developer's interest in the Senior Development Agreement and the Senior TIF Note to the Senior Assignee, and (ii) a collateral assignment of the Senior Development Agreement and the Senior TIF Note by the Senior Assignee to Berkeley Point Capital LLC, d/b/a Newmark, a

Delaware limited liability company (the "Lender"), pursuant to an Assignment and Assumption of Development Agreement, to be entered into by the City, Senior Developer, and Senior Assignee (the "Senior Assignment");

E. WHEREAS, related to the conveyance by the Multifamily Developer as described above, the Multifamily Developer has requested that the City consent to (i) the assignment of the Multifamily Developer's interest in the Multifamily Development Agreement and the Multifamily TIF Note to the Multifamily Assignee, and (ii) a collateral assignment of the Multifamily Development Agreement and the Multifamily TIF Note by the Multifamily Assignee to the Lender, pursuant to an Assignment and Assumption of Amended and Restated Development Agreement, to be entered into by the City, Multifamily Developer, and Multifamily Assignee (the "Multifamily Assignment"); and

F. WHEREAS, drafts of the Senior Assignment and the Multifamily Assignment have been submitted to the City Council for approval.

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

1. The City Council hereby approves the Senior Assignment and the Multifamily Assignment (together, the "Assignments") in substantially the forms submitted, and the Mayor and the Interim City Administrator are hereby authorized and directed to execute the Assignments on behalf of the City. In the absence of the Mayor or the Interim City Administrator, any document authorized by this resolution to be executed may be executed by an acting or duly designated official.

2. The approval hereby given to the Assignments includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City officials authorized by this resolution to execute the Assignments. The execution of the Assignments by the appropriate officer or officers of the City shall be conclusive evidence of the approval of the Assignments in accordance with the terms hereof.

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.

Mayor

Attest:

Interim City Administrator

STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF FALCON HEIGHTS

I, the undersigned, being the duly qualified and acting Interim 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 held on the date therein indicated, insofar as such minutes relate to a resolution giving approval to the Assignments as described therein.

WITNESS my hand this _____, 2022.

Interim City Administrator

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**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

S.R. Sidarth, Esquire
Troutman Pepper Hamilton Sanders LLP
P.O. Box 1122
Richmond, VA 23218

SPACE ABOVE LINE FOR
RECORDER'S USE

Freddie Mac Loan Number: 507289862
Property Name: Falcon Heights Town Square Apartments

**ASSIGNMENT AND ASSUMPTION OF AMENDED AND RESTATED
DEVELOPMENT AGREEMENT**

This Assignment and Assumption of Amended and Restated Development Agreement (the "Agreement") is made and entered into this ____ day of _____, 2022 (the "Effective Date"), by and among the City of Falcon Heights, a Minnesota municipal corporation (the "City"); Falcon Heights Town Square Limited Partnership, a Minnesota limited partnership (the "Assignor"); and Tilden FP Falcon Heights Apartments, LLC, a Delaware limited liability company (the "Successor"). Except as otherwise provided herein, capitalized terms used in this Agreement shall have the same meanings as those terms used in the Amended and Restated Development Agreement executed by and between the City and the Assignor, dated April 28, 2004, as evidenced by the Memorandum of Development Agreement and the Certificate of Completion dated April 28, 2004 and recorded in the Ramsey County Registrar of Titles as Instrument Nos. 1838694 and 1951697, respectively (collectively, the "Development Agreement," a copy of which is attached hereto as Exhibit A). The City, Assignor and Successor are hereafter sometimes referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the City had previously established (i) Municipal Development District No. 1 (the "Development District"), pursuant to Minnesota Statutes, Sections 469.124-469.134, and (ii) Tax Increment Financing District No. 1-3 (the "TIF District"), within the Development District, pursuant to Minnesota Statutes, Sections 469.174-469.179 (the "TIF Act"); and

WHEREAS, the Assignor intends to convey or has conveyed the Development Property (such transferred property, which is described in Exhibit B attached hereto, may be referred to hereinafter as the "Transferred Property") to Successor; and

WHEREAS, as a part of Successor's acquisition of the Transferred Property, Successor has obtained a mortgage loan ("Loan") from Berkeley Point Capital LLC, d/b/a Newmark, a

Delaware limited liability company (together with its successors and assigns, including but not limited to Freddie Mac and any securitization trust, “Lender”), which Loan is secured by, among other things, the Transferred Property, and evidenced by certain documents including a note, mortgage and loan agreement (collectively, the “Loan Documents”); and

WHEREAS, Lender and Successor have agreed that Successor shall collaterally assign to Lender, and grant Lender a security interest in, all of Successor's rights acquired under this Agreement, including, without limitation, all rights of Successor to receive payments under the Taxable Tax Increment Revenue Note in the original principal amount of \$1,586,126 dated as of April 28, 2004 (as amended and assigned, the “TIF Note”), by the City of Falcon Heights, Minnesota, to the order of Assignor; and

WHEREAS, the Parties hereto desire to facilitate the assignment of the Development Agreement and the TIF Note to the Successor; and

WHEREAS, this Agreement is being executed pursuant to Section 8.1 of the Development Agreement;

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the Development Agreement, the TIF Note, and this Agreement, and the benefit to be derived by the Parties from the execution hereof, the Parties agree as follows:

1. The Assignor hereby assigns its right, title and interest under the Development Agreement and the TIF Note to the Successor, including Assignor’s rights to payment under the TIF Note (the “Assigned Benefits”), free and clear of all liens, encumbrances, pledges or security interests.

2. From and after the Effective Date of this Agreement, the Successor hereby agrees to be bound by, assume and perform on, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the Development Agreement to be performed and observed by the Developer (as defined in the Development Agreement) beginning on the Effective Date. Successor shall not be liable for any obligations that the Development Agreement required the Developer to perform before the Effective Date of this Agreement.

3. Assignor shall not be liable for any obligations that the Development Agreement requires the Developer to perform after the Effective Date of this Agreement, provided, however, that Assignor will cooperate with Successor in any way necessary to fulfill the intent of this Agreement, including providing Successor any information needed to support payments under the TIF Note.

4. The City agrees that as to the Transferred Property and the Assigned Benefits, the Successor has and shall have all entitlements and rights to the benefits and obligations in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Assignor) to the Development Agreement and the original payee under the TIF Note.

5. (a) Assignor hereby certifies to Lender and Successor as of the date of this Agreement that (i) each of the Development Agreement and the TIF Note is in full force and effect and has not been modified or assigned except pursuant to this Agreement; (ii) Assignor has fulfilled all of the obligations of Assignor set forth in the Development Agreement and the TIF Note arising on or prior to the date of this Agreement and there is no event of default under the Development Agreement or the TIF Note (and no event of default that, but for the passage of time, would constitute an event of default under the Development Agreement or the TIF Note); (iii) the obligations of Assignor as Developer under the Development Agreement are not secured by the TIF Note that is to be assigned by Assignor to Successor in accordance with the terms of this Agreement; (iv) Assignor has completed all of the Minimum Improvements pursuant to the Development Agreement (including, without limitation, all of the Remaining Obligations, as mentioned in the Memorandum of Development Agreement dated April 2, 2004 and recorded as Instrument No. 1838694); and (v) the Assignor has received \$_____ in the aggregate as payments under the TIF Note.

(b) The City hereby certifies to Lender and Successor as of the date of this Agreement that (i) each of the Development Agreement and the TIF Note is in full force and effect; (ii) the City has not declared an Event of Default under the Development Agreement or TIF Note on or prior to the date of this Agreement; and (iii) the obligations of Assignor as Developer under the Development Agreement are not secured by the TIF Note that is to be assigned by Assignor to Successor in accordance with the terms of this Agreement.

6. The City hereby consents to and approves of the Successor's collateral assignment of, and grant of a security interest in, this Agreement, the Development Agreement, and the TIF Note to the Lender pursuant to the Loan Documents, including a Collateral Assignment of Development Agreement of which the City has received a copy. The City also hereby consents to and approves of the conveyance and assignment by the Assignor to the Successor of the Transferred Property and the Assigned Benefits.

7. The City agrees that, upon its receipt of written notice from the Lender of an Event of Default under the Loan Documents, the City shall perform its obligations under this Agreement and the Development Agreement to and for the benefit of Lender. The City acknowledges the Lender is not obligated to perform any of Assignor's or Successor's obligations under any agreement with the City related to the Transferred Property or cure any default by Assignor or Successor under any such agreement. The City further agrees that upon such receipt of a notice of an event of default, to make payment of those, and only those, Assigned Benefits that the Successor is entitled to receive under this Agreement and the Development Agreement to the Lender in accordance with instructions of the Lender, and Successor has consented to such remittances. The City is entitled to rely on such written notification of the occurrence of an Event of Default from the Lender without further inquiry.

8. The City shall not exercise any remedies under the Development Agreement until the expiration of a 90-day period (the "Lender Cure Period") following Lender's receipt from the City of notice of a default under the Development Agreement; provided, however, the Lender Cure Period shall be automatically extended for such period of time as Lender is diligently pursuing remedies for an Event of Default under the Loan Documents. During the Lender Cure Period, however, the City shall be entitled to pursue specific performance and/or injunctive relief

and other rights and remedies against Successor and the Property to enforce the Development Agreement. Lender shall have the right, but not the obligation, to cure a default under the Development Agreement during the Lender Cure Period.

9. Notwithstanding anything in the Development Agreement, the TIF Note, or this Agreement to the contrary, the City's consent is not required for Lender to: (i) foreclose upon, obtain a deed in lieu of foreclosure upon, or similarly dispose of the Transferred Property; or (ii) assume any interest in a ground lease (if any) governing all or a portion of the Transferred Property.

10. All notices to the Successor under the Development Agreement shall be sent to the following Notice Address:

Tilden FP Falcon Heights Apartments, LLC
6116 Executive Boulevard, Suite 100
North Bethesda, Maryland 20852
Attention: Andrew S. Kadish

With a copy to:

CAPREIT, Inc.
6116 Executive Boulevard, Suite 100
North Bethesda, Maryland 20852
Attention: General Counsel

The notices for all other Parties under this Agreement shall be addressed in accordance with Section 10.3 of the Development Agreement.

11. The City hereby agrees to provide the Lender with copies of any notice or demand made on the Successor under this Agreement or the Development Agreement or any document related thereto at the following address:

Berkeley Point Capital LLC
d/b/a Newmark
8 Springhouse Innovation Park, Suite 200
Lower Gwynedd, Pennsylvania 19002
Attention: Director Loan Servicing

The City further agrees that the Lender shall have the right, but not the obligation, to cure any defaults on behalf of the Successor within the applicable periods of time set forth in any document related to this Agreement, the Development Agreement and the Transferred Property and that the City will accept such cure from Lender in accordance with the terms of this Agreement and the Development Agreement.

12. Each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be

prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement. The remaining provisions of this Agreement shall be read together to preserve the intent of the Parties to the fullest extent possible.

13. This Agreement may be executed by the Parties hereto in one or more counterparts or duplicate signature pages, each of which when so executed and delivered will be an original, with the same force and effect as if all required signatures were contained in a single original instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

CITY:

CITY OF FALCON HEIGHTS, a Minnesota municipal corporation

By: _____
Name:
Title:

STATE OF _____, _____ County, ss:

The foregoing instrument was acknowledged before me in the above-stated jurisdiction this ____ day of _____, 2022 by _____, who is _____ of the City Of Falcon Heights, a Minnesota municipal corporation, for and on behalf of the corporation.

Notary Public

My commission expires: _____

ASSIGNOR:

**FALCON HEIGHTS TOWN SQUARE
LIMITED PARTNERSHIP**, a Minnesota
limited partnership

By: Sherman Associates, Inc., a Minnesota
corporation, its General Partner

By: _____
Christopher L. Sherman
President

STATE OF _____, _____ County, ss:

The foregoing instrument was acknowledged before me in the above-stated jurisdiction
this _____ day of _____, 2022 by Christopher L. Sherman, who is President of
Sherman Associates, Inc., the general partner of Falcon Heights Town Square Limited
Partnership, a Minnesota limited partnership, for and on behalf of the limited partnership.

Notary Public

My commission expires: _____

SUCCESSOR:

**TILDEN FP FALCON HEIGHTS
APARTMENTS, LLC**, a Delaware limited
liability company

By: _____
Rick J. Band
Executive Vice President

STATE OF _____, _____ County, ss:

The foregoing instrument was acknowledged before me in the above-stated jurisdiction
this ____ day of _____, 2022 by Rick J. Band, who is Executive Vice President of
Tilden FP Falcon Heights Apartments, LLC, a Delaware limited liability company, for and on
behalf of the limited liability company.

Notary Public

My commission expires: _____

EXHIBIT A

**TO ASSIGNMENT AND ASSUMPTION OF AMENDED AND RESTATED
DEVELOPMENT AGREEMENT**

[Copy of Development Agreement]

(attached hereto)

EXHIBIT B

**TO ASSIGNMENT AND ASSUMPTION OF AMENDED AND RESTATED
DEVELOPMENT AGREEMENT**

[Legal Description of Transferred Property]

(attached hereto)

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

S.R. Sidarth, Esquire
Troutman Pepper Hamilton Sanders LLP
P.O. Box 1122
Richmond, VA 23218

SPACE ABOVE LINE FOR
RECORDER'S USE

Freddie Mac Loan Number: 507289870
Property Name: Falcon Heights Town Square Senior Apartments

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

This Assignment and Assumption of Development Agreement (the "Agreement") is made and entered into this ____ day of _____, 2022 (the "Effective Date"), by and among the City of Falcon Heights, a Minnesota municipal corporation (the "City"); Town Square Senior Apartments LLC, a Minnesota limited liability company (the "Assignor"); and Tilden FP Falcon Heights Senior Apartments, LLC, a Delaware limited liability company (the "Successor"). Except as otherwise provided herein, capitalized terms used in this Agreement shall have the same meanings as those terms used in the Development Agreement executed by and between the City and the Assignor, dated July 18, 2003, recorded in the Ramsey County Registrar of Titles (the "Land Records") as Instrument No. 1796662, as affected by the Assignment of Development Agreement dated as of December 1, 2003, and recorded on December 30, 2003 in the Land Records as Document No. 1796666 and the Certificate of Completion dated July 18, 2003 and recorded on February 22, 2005 in the Land Records as Document No. 1906469 (collectively, the "Development Agreement," a copy of which is attached hereto as Exhibit A). The City, Assignor and Successor are hereafter sometimes referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the City had previously established (i) Municipal Development District No. 1 (the "Development District"), pursuant to Minnesota Statutes, Sections 469.124-469.134, and (ii) Tax Increment Financing District No. 1-3 (the "TIF District"), within the Development District, pursuant to Minnesota Statutes, Sections 469.174-469.179 (the "TIF Act"); and

WHEREAS, the Assignor intends to convey or has conveyed the Development Property (such transferred property, which is described in Exhibit B attached hereto, may be referred to hereinafter as the "Transferred Property") to Successor; and

WHEREAS, as a part of Successor's acquisition of the Transferred Property, Successor has obtained a mortgage loan ("Loan") from Berkeley Point Capital LLC, d/b/a Newmark, a Delaware limited liability company (together with its successors and assigns, including but not limited to Freddie Mac and any securitization trust, "Lender"), which Loan is secured by, among other things, the Transferred Property, and evidenced by certain documents including a note, mortgage and loan agreement (collectively, the "Loan Documents"); and

WHEREAS, Lender and Successor have agreed that Successor shall collaterally assign to Lender, and grant Lender a security interest in, all of Successor's rights acquired under this Agreement, including, without limitation, all rights of Successor to receive payments under the Taxable Tax Increment Revenue Note, in the original principal amount of \$728,000, dated as of December 29, 2003 (as amended and assigned, the "TIF Note"), by the City of Falcon Heights, Minnesota, to the order of Assignor; and

WHEREAS, the Parties hereto desire to facilitate the assignment of the Development Agreement and the TIF Note to the Successor; and

WHEREAS, this Agreement is being executed pursuant to Section 8.1 of the Development Agreement;

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the Development Agreement, the TIF Note, and this Agreement, and the benefit to be derived by the Parties from the execution hereof, the Parties agree as follows:

1. The Assignor hereby assigns its right, title and interest under the Development Agreement and the TIF Note to the Successor, including Assignor's rights to payment under the TIF Note (the "Assigned Benefits"), free and clear of all liens, encumbrances, pledges or security interests.

2. From and after the Effective Date of this Agreement, the Successor hereby agrees to be bound by, assume and perform on, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the Development Agreement to be performed and observed by the Developer (as defined in the Development Agreement) beginning on the Effective Date. Successor shall not be liable for any obligations that the Development Agreement required the Developer to perform before the Effective Date of this Agreement.

3. Assignor shall not be liable for any obligations that the Development Agreement requires the Developer to perform after the Effective Date of this Agreement, provided, however, that Assignor will cooperate with Successor in any way necessary to fulfill the intent of this Agreement, including providing Successor any information needed to support payments under the TIF Note.

4. The City agrees that as to the Transferred Property and the Assigned Benefits, the Successor has and shall have all entitlements and rights to the benefits and obligations in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Assignor) to the Development Agreement and the original payee under the TIF Note.

5. (a) Assignor hereby certifies to Lender and Successor as of the date of this Agreement that (i) each of the Development Agreement and the TIF Note is in full force and effect and has not been modified or assigned except pursuant to this Agreement; (ii) Assignor has fulfilled all of the obligations of Assignor set forth in the Development Agreement and the TIF Note arising on or prior to the date of this Agreement and there is no event of default under the Development Agreement or the TIF Note (and no event of default that, but for the passage of time, would constitute an event of default under the Development Agreement or the TIF Note); (iii) the obligations of Assignor as Developer under the Development Agreement are not secured by the TIF Note that is to be assigned by Assignor to Successor in accordance with the terms of this Agreement; (iv) Assignor has completed all of the Minimum Improvements pursuant to the Development Agreement; and (v) the Assignor has received \$_____ in the aggregate as payments under the TIF Note.

(b) The City hereby certifies to Lender and Successor as of the date of this Agreement that (i) each of the Development Agreement and the TIF Note is in full force and effect; (ii) the City has not declared an Event of Default under the Development Agreement or TIF Note on or prior to the date of this Agreement; and (iii) the obligations of Assignor as Developer under the Development Agreement are not secured by the TIF Note that is to be assigned by Assignor to Successor in accordance with the terms of this Agreement.

6. The City hereby consents to and approves of the Successor's collateral assignment of, and grant of a security interest in, this Agreement, the Development Agreement, and the TIF Note to the Lender pursuant to the Loan Documents, including a Collateral Assignment of Development Agreement of which the City has received a copy. The City also hereby consents to and approves of the conveyance and assignment by the Assignor to the Successor of the Transferred Property and the Assigned Benefits.

7. The City agrees that, upon its receipt of written notice from the Lender of an Event of Default under the Loan Documents, the City shall perform its obligations under this Agreement and the Development Agreement to and for the benefit of Lender. The City acknowledges the Lender is not obligated to perform any of Assignor's or Successor's obligations under any agreement with the City related to the Transferred Property or cure any default by Assignor or Successor under any such agreement. The City further agrees that upon such receipt of a notice of an event of default, to make payment of those, and only those, Assigned Benefits that the Successor is entitled to receive under this Agreement and the Development Agreement to the Lender in accordance with instructions of the Lender, and Successor has consented to such remittances. The City is entitled to rely on such written notification of the occurrence of an Event of Default from the Lender without further inquiry.

8. The City shall not exercise any remedies under the Development Agreement until the expiration of a 90-day period (the "Lender Cure Period") following Lender's receipt from the City of notice of a default under the Development Agreement; provided, however, the Lender Cure Period shall be automatically extended for such period of time as Lender is diligently pursuing remedies for an Event of Default under the Loan Documents. During the Lender Cure Period, however, the City shall be entitled to pursue specific performance and/or injunctive relief and other rights and remedies against Successor and the Property to enforce the Development

Agreement. Lender shall have the right, but not the obligation, to cure a default under the Development Agreement during the Lender Cure Period.

9. Notwithstanding anything in the Development Agreement, the TIF Note, or this Agreement to the contrary, the City's consent is not required for Lender to: (i) foreclose upon, obtain a deed in lieu of foreclosure upon, or similarly dispose of the Transferred Property; or (ii) assume any interest in a ground lease (if any) governing all or a portion of the Transferred Property.

10. All notices to the Successor under the Development Agreement shall be sent to the following Notice Address:

Tilden FP Falcon Heights Senior Apartments, LLC
6116 Executive Boulevard, Suite 100
North Bethesda, Maryland 20852
Attention: Andrew S. Kadish

With a copy to:

CAPREIT, Inc.
6116 Executive Boulevard, Suite 100
North Bethesda, Maryland 20852
Attention: General Counsel

The notices for all other Parties under this Agreement shall be addressed in accordance with Section 10.3 of the Development Agreement.

11. The City hereby agrees to provide the Lender with copies of any notice or demand made on the Successor under this Agreement or the Development Agreement or any document related thereto at the following address:

Berkeley Point Capital LLC
d/b/a Newmark
8 Springhouse Innovation Park, Suite 200
Lower Gwynedd, Pennsylvania 19002
Attention: Director Loan Servicing

The City further agrees that the Lender shall have the right, but not the obligation, to cure any defaults on behalf of the Successor within the applicable periods of time set forth in any document related to this Agreement, the Development Agreement and the Transferred Property and that the City will accept such cure from Lender in accordance with the terms of this Agreement and the Development Agreement.

12. Each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the

extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement. The remaining provisions of this Agreement shall be read together to preserve the intent of the Parties to the fullest extent possible.

13. This Agreement may be executed by the Parties hereto in one or more counterparts or duplicate signature pages, each of which when so executed and delivered will be an original, with the same force and effect as if all required signatures were contained in a single original instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

CITY:

CITY OF FALCON HEIGHTS, a Minnesota municipal corporation

By: _____
Name:
Title:

STATE OF _____, _____ County, ss:

The foregoing instrument was acknowledged before me in the above-stated jurisdiction this ____ day of _____, 2022 by _____, who is _____ of the City Of Falcon Heights, a Minnesota municipal corporation, for and on behalf of the corporation.

Notary Public

My commission expires: _____

ASSIGNOR:

**TOWN SQUARE SENIOR APARTMENTS,
LLC, a Minnesota limited liability company**

By: _____
Christopher L. Sherman
President

STATE OF _____, _____ County, ss:

The foregoing instrument was acknowledged before me in the above-stated jurisdiction this _____ day of _____, 2022 by Christopher L. Sherman, who is President of Town Square Senior Apartments, LLC, a Minnesota limited liability company, for and on behalf of the limited liability company.

Notary Public

My commission expires: _____

SUCCESSOR:

TILDEN FP FALCON HEIGHTS SENIOR APARTMENTS, LLC, a Delaware limited liability company

By: _____
Rick J. Band
Executive Vice President

STATE OF _____, _____ County, ss:

The foregoing instrument was acknowledged before me in the above-stated jurisdiction this ____ day of _____, 2022 by Rick J. Band, who is Executive Vice President of Tilden FP Falcon Heights Senior Apartments, LLC, a Delaware limited liability company, for and on behalf of the limited liability company.

Notary Public

My commission expires: _____

EXHIBIT A

TO ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

[Copy of Development Agreement]

(attached hereto)

EXHIBIT B

TO ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

[Legal Description of Transferred Property]

(attached hereto)