

**AGENDA**

**MAPLEWOOD CITY COUNCIL**  
7:00 P.M., Monday, November 9, 1987  
Municipal Administration Building  
Meeting 87 - 24

(A) CALL TO ORDER

(B) ROLL CALL

(C) APPROVAL OF MINUTES

1. Meeting No. 87-17 (August 24, 1987)

(D) APPROVAL OF AGENDA

(E) CONSENT AGENDA

1. Accounts Payable
2. Policy on Filing Conciliation Court Claims for Ambulance Bills
3. Project 84-11, South Oaks 2nd Addition - Final Acceptance
4. Resolution : Taxation of Pension Income
5. Fees for Maintenance of Comparable Worth Study
6. Suburban Rate Authority - Fees
7. Report : Crestview Trail
8. Final Plat : Cave's Nebraska 2nd Addition
9. Certification of Election Returns

(E-A) APPOINTMENT

1. HRA and HRC Appointment

(F) PUBLIC HEARINGS

(G) AWARD OF BIDS

1. District No. 8 Water Tower - Project 86-15 \_\_\_\_\_

(H) UNFINISHED BUSINESS

1. Code Amendment : Metal Storage Buildings \_\_\_\_\_
2. Request From Dispute Resolution Center \_\_\_\_\_

(I) NEW BUSINESS

1. Code Amendment : Swimming Pool Fences \_\_\_\_\_
2. Health East Financing \_\_\_\_\_
3. Project 87-41 : Brooks Court Water Main Reconstruction \_\_\_\_\_
4. Ramp : 694 and County Road D \_\_\_\_\_
5. Hillcrest Sanitary Sewer - Proj. 86-22, Change Order No. 1 & 2 \_\_\_\_\_

(J) VISITOR PRESENTATIONS

(K) COUNCIL PRESENTATIONS

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2. \_\_\_\_\_
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10. \_\_\_\_\_

(L) ADMINISTRATIVE PRESENTATIONS

(M) ADJOURNMENT

**MINUTES OF MAPLEWOOD CITY COUNCIL**  
7:00 P.M., Monday, August 24, 1987  
Council Chambers, Municipal Building  
Meeting No. 87-17

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A. CALL TO ORDER

A regular meeting of the City Council of Maplewood, Minnesota, was held in the Council Chambers, Municipal Building, and was called to order at 7:01 P.M. by Mayor Greavu.

B. ROLL CALL

John C. Greavu, Mayor	Present
Norman G. Anderson, Councilmember	Present
Gary W. Bastian, Councilmember	Present
Frances L. Juker, Councilmember	Present
Charlotte Wasiluk, Councilmember	Present

C. APPROVAL OF MINUTES

None.

D. APPROVAL OF AGENDA

Mayor Greavu moved to approve the Agenda as amended:

1. Legal Advice
2. St. Paul Paper Access
4. Lillie News

Seconded by Councilmember Juker.                      Ayes - all.

E. CONSENT AGENDA

Council removed Item E-4 to become Item I-10.

Mayor Greavu moved, Seconded by Councilmember Anderson, Ayes - all, to approve the Consent Agenda, Items 1, 2 and 4 as recommended:

1. Accounts Payable

Approved the accounts (Part I - Fees, Services, Expenses check register dated August 13, 1987 through August 17, 1987 - \$445,037.17 : Part II - Payroll dated 8-21-87, gross amount \$144,711.48) as submitted.

2. Easement Agreement - Beam Avenue Water Main - Project 84-12.

**Resolution No. 87 - 8 - 153**

WHEREAS, the Council has ordered made City Project 84-12, Beam Avenue Trunk Water Main, and

WHEREAS, the Council has levied assessments against benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, easements are required for the project on property owned by Denton M. and Marilyn M. Vars.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA, that payment in the amount of \$9,240 is hereby approved to Denton M. and Marilyn M. Vars and the Mayor and City Manager are hereby authorized to execute an easement agreement for acquisition of said easements.

3. Removed to become I-10.
4. Sherwood Park/Vaughn, 1613 Sandhurst

Council authorized a transfer of \$5000.00 from the Contingency Account for grading the Sherwood Park property north of the Vaughn property.

#### F. PUBLIC HEARINGS

1. 7:00 P.M., On-Sale Liquor Licenses
  - a. Laura Mae's, 1745 E. Cope Avenue
    1. Mayor Greavu convened the meeting for a public hearing regarding the request of Stephen L. Pearson, William J. Putney and James H. Rebeck for an On-Sale Intoxicating Liquor License for Laura Mae's, 1745 E. Cope Avenue.
    2. City Manager Michael McGuire presented the Staff report.
    3. James Howard Rebeck, Jr., one of the applicants, spoke on behalf of the request.
    4. Mayor Greavu called for proponents. None were heard.
    5. Mayor Greavu called for opponents. None were heard.
    6. Mayor Greavu closed the public hearing.
    7. Councilmember Anderson introduced the following resolution and moved its adoption:

87 - 8 - 154

NOTICE IS HEREBY GIVEN, that pursuant to action by the City Council of the City of Maplewood on August 24, 1987, an On-Sale Intoxicating Liquor License was approved for Stephen L. Pearson, William J. Putney, and James H. Rebeck, dba Laura Mae's, 1745 E. Cope Avenue.

The Council proceeded in this matter as outlined under the provisions of the City Ordinances.

Seconded by Councilmember Bastian. Ayes - all.

b. D. G. Burgers, Inc., 2441 North Highway 61

1. Mayor Greavu convened the meeting for a public hearing regarding the request of Milo L. Berg for an On-Sale Intoxicating Liquor License for D. G. Burgers, Inc., 2441 North Highway 61.
2. Manager McGuire presented the Staff report.
3. Milo L. Berg, the applicant, spoke on behalf of the request.
4. Mayor Greavu called for proponents. None were heard.
5. Mayor Greavu call for opponents. None were heard.
6. Mayor Greavu closed the public hearing.
7. Councilmember Bastian introduced the following resolution and moved its adoption:

87 - 8 - 155

NOTICE IS HEREBY GIVEN , that pursuant to action by the City Council of the City of Maplewood on August 24, 1987, an On-Sale Intoxicating Liquor License was approved for Milo L. Berg, dba D. G. Burgers, Inc., 2425 No. Maplewood Drive.

The Council proceeded in this matter as outlined under the provisions of the City Ordinances.

Seconded by Councilmember Anderson. Ayes - all.

c. Applebee's Neighborhood Grill & Bar, 2112 Maplewood Mall, 3001 White Bear Avenue

1. Mayor Greavu convened the meeting for a public hearing regarding the request of Robert M. Paul for an On-Sale Intoxicating Liquor License for Applebee's, 2112 Maplewood Mall, 3001 White Bear Avenue.
2. Manager McGuire presented the Staff report.
3. Donald W. Strang and Robert M. Paul, two of the applicants, spoke on behalf of the request.
4. Mayor Greavu called for proponents. None were heard.
5. Mayor Greavu called for opponents. None were heard.
6. Mayor Greavu closed the public hearing.
7. Councilmember Bastian introduced the following resolution and moved its adoption:

NOTICE IS HEREBY GIVEN, that pursuant to action by the City Council of the City of Maplewood on August 24, 1987, an On-Sale Intoxicating Liquor License was approved for Robert M. Paul, dba Applebee's Neighborhood Bar and Grill, Maplewood Mall, 3001 White Bear Avenue.

The Council proceeded in this matter as outlined under the provisions of the City Ordinances.

Seconded by Councilmember Wasiluk. Ayes - all.

2. 7:10 P.M., Preliminary Plat : Jefferson 6th Addition

a. Mayor Greavu convened the meeting for a public hearing regarding the request of Kent Jefferson for preliminary plat approval for seven single-dwelling lots.

b. Director of Community Development Geoff Olson presented the Staff report.

c. Kent Jefferson, the developer, spoke on behalf of the proposal.

d. Mayor Greavu called for persons who wished to be heard for or against the proposal. None were heard.

e. Mayor Greavu closed the public hearing.

f. Councilmember Anderson moved to approve Jefferson's 6th Addition Preliminary Plat subject to the following conditions being satisfied before final plat approval:

1. Recording of the Jefferson Fifth Addition Plat.
2. Submittal of a developer's agreement for the construction of all public improvements.
3. City Engineer approval of final grading, utility, drainage, and erosion control plans.
4. Revise the name of the cul-de-sac from "Lakewood Drive" to "Lakewood Court".

Seconded by Mayor Greavu. Ayes - all.

3. 7:20 P.M., Conditional Use Permit : 798 No. McKnight (Kathy Mosner)

a. Mayor Greavu convened the meeting for a public hearing regarding the request of Kathy Mosner for approval of a home occupation permit to operate a beauty salon in the basement of her home located at 798 North McKnight Road.

b. Director of Community Development Olson presented the Staff report.

c. James and Kathy Mosner, the applicant, spoke on behalf of the proposal.

d. Mayor Greavu called for proponents. None were heard.

- e. Mayor Greavu called for opponents. None were heard.
- f. Mayor Greavu closed the public hearing.
- g. Councilmember Juker moved an amendment to the conditional use permit that Condition No. 6 be added to limit the hours of operation from 8:00 a.m. to 6:00 p.m. on Wednesday, Thursday and Friday.

Seconded by Councilmember Wasiluk. Ayes - Councilmember Juker

Nays - Mayor Greavu, Councilmembers Anderson  
Bastian & Wasiluk

Motion defeated.

- h. Councilmember Bastian moved an amendment No. 1 which would read "if street parking becomes a real concern, applicant may be required to park in the driveway and not along McKnight at the time the conditional use permit is reviewed; Applicant at that time may be required to provide a driveway turn-around or widen the drive to provide three on-site parking spaces. Condition No. 5 would be deleted. The conditional use permit would be re-viewed for renewal in one year.

Seconded by Councilmember Wasiluk. Ayes - Mayor Greavu, Councilmembers  
Anderson, Bastian and Wasiluk

Nay - Councilmember Juker.

- i. Councilmember Bastian introduced the following resolution and moved its adoption:

87 - 8 - 157

WHEREAS, Kathy Mosner initiated a conditional use permit to operate a beauty salon in her home at the following-described property:

The north 69 feet of the south 119 feet of Lot 8, Auditor's  
Subdivision No. 77.

This property is also known as 798 N. McKnight Road, Maplewood;

WHEREAS, the procedural history of this conditional use permit is as follows:

1. This conditional use permit was reviewed by the Maplewood Planning Commission on August 3, 1987. The Planning Commission recommended to the City Council that said permit be approved.
2. The Maplewood City Council held a public hearing on August 24, 1987. Notice thereof was published and mailed pursuant to law. All persons present at said hearing were given an opportunity to be heard and present written statements. The Council also considered reports and recommendations of the City Staff and Planning Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE MAPLEWOOD CITY COUNCIL that the above-described conditional use permit be approved on the basis of the following findings-of-fact:

1. The use is in conformity with the City's comprehensive plan and with the purpose and standards of this chapter.
2. The establishment or maintenance of the use would not be detrimental to the public health, safety or general welfare.
3. The use would be located, designed, maintained and operated to be compatible with the character of that zoning district.
4. The use would not depreciate property values.
5. The use would not be hazardous, detrimental or disturbing to present and potential surrounding land uses, due to the noises, glare, smoke, dust, odor, fumes, water pollution, water run-off, vibration, general unsightliness, electrical interference or other nuisances.
6. The use would generate only minimal vehicular traffic on local streets and shall not create traffic congestion, unsafe access or parking needs that will cause undue burden to the area properties.
7. The use would be serviced by essential public services, such as streets, police, fire protection, utilities, schools and parks.
8. The use would not create excessive additional requirements at public cost for public facilities and services; and would not be detrimental to the welfare of the City.
9. The use would preserve and incorporate the site's natural and scenic features into the development design.
10. The use would cause minimal adverse environmental effects.

Approval is subject to the following conditions:

1. Customers shall park in the driveway and not along McKnight Road.
2. Compliance with the requirements in Section 36-66 (4) (b) pertaining to the operation of a home occupation.
3. A smoke detector and fire extinguisher shall be provided in the shop area.
4. Signage shall be limited to a wall-mounted, two-square-foot maximum sign.

Seconded by Councilmember Wasiluk    Ayes - Mayor Greavu, Councilmembers  
Anderson, Bastian and Wasiluk

Nay - Councilmember Juker

4. 7:30 P.M., Conditional Use Permit : 2785 White Bear Avenue (District Court)
- a. Mayor Greavu convened the meeting for a public hearing regarding the request of Ramsey County District Court to operate court from the third floor of the Executive Office Center on White Bear Avenue.
  - b. Community Development Director Olson presented the Staff report.
  - c. City Engineer Ken Haider explained the specifics of the proposal.
  - d. Commissioner Dennis Larsen presented the Planning Commission report.
  - e. Mayor Greavu called for proponents. None were heard.
  - f. Mayor Greavu called for opponents. None were heard.
  - g. Mayor Greavu closed the public hearing.
  - h. Councilmember Bastian introduced the following resolution and moved its adoption:

87 - 8 - 158

WHEREAS, Norman L. and LaVonne Udestad initiated a conditional use permit for the operation of Ramsey County District Court at the following-described property:

Parcel 1: The east 200 feet of the West 1685 feet of the North 200 feet of that part of the North 1/2 of the Southwest 1/4 of Section 2, Township 29, Range 22, lying South of Radatz Avenue.

and

Parcel 2: All that part of the North 1/2 of the Southwest 1/4 of Section 2, Township 29, Range 22, lying South of Radatz Avenue and West of the center line of White Bear Avenue except for the following parcels:

- 1. The North 200 feet
- 2. The West 1411.04 feet lying South of the North 891.2 feet thereof.

This property is also known as 2785 White Bear Avenue, Maplewood;

WHEREAS, the procedural history of this conditional use permit is as follows:

- 1. This conditional use permit was initiated by Norman L. and LaVonne J. Udestad pursuant to the Maplewood Code of Ordinances.

2. This conditional use permit was reviewed by the Maplewood Planning Commission on August 17, 1987. The Planning Commission recommended to the City Council that said permit be approved.
3. The Maplewood City Council held a public hearing on August 24, 1987. Notice thereof was published and mailed pursuant to law. All persons present at said hearing were given an opportunity to be heard and present written statements. The Council also considered reports and recommendations of the City Staff and Planning Commission.
4. The use would not depreciate property values.
5. The use would not be hazardous, detrimental or disturbing to present and potential surrounding land uses, due to the noises, glare, smoke, dust, odor, fumes, water pollution, water run-off, vibration, general unsightliness, electrical interference or other nuisances.
6. The use would generate only minimal vehicular traffic on local streets and shall not create traffic congestion, unsafe access or parking needs that will cause undue burden to the area properties.
7. The use would be serviced by essential public services, such as streets, police, fire protection, utilities, schools and parks.
8. The use would not create excessive additional requirements at public cost for public facilities and services; and would not be detrimental to the welfare of the City.
9. The use would preserve and incorporate the site's natural and scenic features into the development design.
10. The use would cause minimal adverse environmental effect.
11. Request Ramsey County to investigate the placement of semiphores at Radatz and White Bear Avenue.

Approval is subject to the property owner adding more parking spaces if the City determines that there is inadequate parking. The number and location of additional parking spaces shall be monitored by the Staff and return to Council for review in one year.

Seconded by Councilmember Juker. Ayes - all.

5. 7:40 P.M., Preliminary Plat : Maplewood Meadows
  - a. Mayor Greavu convened the meeting for a public hearing regarding the application of Bruce Mogren for approval of a 36-lot preliminary plat at Bellaire Street and County Road D, known as Maplewood Meadows.

- b. Director of Community Development Olson presented the Staff report.
- c. City Attorney Kelly explained Condition No. 1 regarding District Court approval to release the City park land that was previously vacated.
- d. Commissioner Dennis Larson presented the Planning Commission recommendation.
- e. Mayor Greavu called for persons who wished to be heard for or against the proposal. The following voiced their opinions.

Mr. Bruce Mogren, the applicant, and Mr. Richard Schreier spoke on behalf of the proposal.

Mr. Mike Murphy, 2421 E. Brenner  
Mrs. Beth Ottinger, 3051 E. Lake  
Mr. Gary Strouch, 2468 E. Brenner  
Mr. Craig Mueller, 2485 E. Brenner  
Mr. Richard Olson, 2461 E. Brenner  
Ms. Kathy Carufel, 2405 E. Brenner  
Mr. Craig Ottinger, 3051 Lake Street

- f. Mayor Greavu closed the public hearing.
- g. Councilmember Bastian moved to table this matter until the next meeting, September 14, 1987, and referred to Staff to obtain more information on the health hazards of living adjacent to power lines.

Seconded by Councilmember Juker.

Ayes - Councilmembers Bastian, Juker,  
and Wasiluk

Nay - Mayor Greavu, Councilmember  
Anderson.

6. 7:50 P.M., Huntington Hills South

- a. Preliminary Plat
- b. Rezoning (4 Votes)

- 1. Mayor Greavu convened the meeting for a public hearing regarding the request of Good Value Homes, Inc., for approval of a preliminary plat to create 45 single dwelling lots and Staff has recommended the property be rezoned from F, farm to R-1, single dwelling.
- 2. Manager McGuire presented the Staff report.

Mayor Greavu recessed the meeting at 8:50 P.M.

Mayor Greavu reconvened the meeting at 8:57 P.M.

- 3. Director of Community Development Olson presented the specifics of the proposal.

4. Commissioner Dennis Larson presented the Planning Commission recommendation.
5. Mayor Greavu called for persons who wished to be heard for or against the proposal. The following expressed their opinions:

Derrick Passe, 2833 Lipton, Minneapolis, spoke on behalf of the proposal.

Walter Sawicki, 597 Sterling  
Bill Uygren, 583 Sterling  
Glenn Stahl, 535 Sterling  
Beatrice Robinson, 597 Sterling

6. Mayor Greavu closed the public hearing.
7. Councilmember Anderson moved to approve the Huntington Hills South preliminary plat (plans received 7-24-87) subject to the following conditions being met before final plat approval:

a. City Engineer approval of final grading, utility, drainage and erosion control plans. These plans shall include the following:

- (1) The grading plan shall include a proposed building pad elevation and contour information for each home site, as well as the areas to be disturbed for street construction. Housing styles shall be illustrated which minimize grading on sites that contain desirable mature trees and steeper slopes. Deviation from the approved grading plans for each lot may be permitted by the City Engineer, provided the intent of the overall grading plan is complied with.
- (2) The proposed building pads for the affected lots shall comply with the requirements of the pipeline setback ordinance.
- (3) The location and elevation of the Williams Brothers pipeline shall be shown on the grading plan. This information shall be derived from a field survey. The proposed elevation of the streets within the plat shall be consistent with the street elevation and location to be required by Williams Brothers Pipeline Company.
- (4) The recommendations in the Soil Conservation Service's letter of 6-5-87 shall be followed.
- (5) At least 10,000 square feet of lot area outside of any drainage easement used for ponding area shall be provided.
- (6) The location of the trail within the walkway from Marnie Street to Vista Hills Park shall be shown on the grading plan.

b. The Sterling Street right-of-way shall be dedicated with the first phase of the plat, if platted in phases. Until Sterling Street is guaranteed to be constructed north of Linwood Avenue, the areas either side of the Sterling Street right-of-way shall be platted as outlots.

c. The label "walkway" in the northeast corner of the site shall be dropped. To substitute for the "walkway" label, the property owner shall submit a recordable quit-claim deed to the City for a 100 x 100 foot trail easement. Once the trail alignment is accurately located and construction by the City has been completed, any excess easement area may be vacated.

d. Lot 18, Block 1, shall be revised to have at least 100 feet of width at the required setback line on "Huntington Lane."

e. Change "Huntington Court" or "Huntington Lane" to a name acceptable to the Director of Public Safety.

f. The right-of-way for "Spring Side Court" shall be extended to the west property line. If the property to the west (2437 Linwood Avenue) does not develop at the same time as this site, a temporary cul-de-sac shall be constructed entirely on the subject site. When the property to the west does develop, the owner shall be responsible for constructing the entire permanent cul-de-sac and for sodding the yard area on this site encroached on by the temporary cul-de-sac.

If the applicant and the owner of 2437 Linwood Avenue cannot agree on the location for the permanent cul-de-sac bulb, the City Engineer shall decide.

g. Submitted of a signed developer's agreement for:

(1) Hillwood Drive and the cul-de-sacs within the plat. If Spring Side Court will have a temporary cul-de-sac bulb, a recordable easement shall be submitted for the area outside of the right-of-way to be dedicated in the plat.

(2) All required utilities, except those to be constructed by the City as part of the Sterling Street improvement.

(3) Grading for an eight-foot wide trail referred to in Condition a.(6).

Seconded by Mayor Greavu.

Ayes - all.

8. Councilmember Anderson introduced the following resolution and moved its adoption:

87 - 8 - 159

WHEREAS, the City of Maplewood initiated a rezoning from F, farm residence to R-1, single dwelling for the following-described property:

The East Half of the Southeast Quarter of the Southwest Quarter of Section 12, Township 28 North, Range 22 West, City of Maplewood, Ramsey County, Minnesota. AND that part of the West Half of said Southeast Quarter of the Southwest Quarter of Section 12 lying northerly of the South 500.00 feet thereof. Excepting therefrom the west 219.76 feet of the north 150.00 feet of said West Half of the Southeast Quarter of the Southwest Quarter of Section 12.

WHEREAS, the procedural history of this rezoning is as follows:

1. This rezoning was initiated pursuant to Chapter 36, Article VII of the Maplewood Code of Ordinances.
2. This rezoning was reviewed by the Maplewood Planning Commission on August 17, 1987. The Planning Commission recommended to the City Council that said rezoning be approved.
3. The Maplewood City Council held a public hearing on August 24, 1987, to consider this rezoning. Notice thereof was published and mailed pursuant to law. All persons present at said hearing were given an opportunity to be heard and present written statements. The Council also considered reports and recommendations of the City Staff and Planning Commission.

NOW THEREFORE, BE IT RESOLVED BY THE MAPLEWOOD CITY COUNCIL that the above-described rezoning be approved on the basis of the following findings of fact:

1. The proposed change is consistent with the spirit, purpose and intent of the zoning code.
2. The proposed change will not substantially injure or detract from the use of neighboring property or from the character of the neighborhood, and that the use of the property adjacent to the area included in the proposed change or plan is adequately safeguarded.
3. The proposed change will serve the best interests and conveniences of the community, where applicable and the public welfare.
4. The proposed change would have no negative effect upon the logical, efficient, and economical extension of public services and facilities, such as public water, sewers, police and fire protection and schools.
5. This rezoning will eliminate any nuisance situations that could occur due to farm-related uses, such as the raising of livestock, in a residential area.

Seconded by Councilmember Juker. Ayes - all.

G. AWARD OF BIDS

1. Hillcrest Trunk Sanitary Sewer - Project 86-22.
  - a. Manager McGuire presented the Staff report.
  - b. Mayor Greavu introduced the following resolution and moved its adoption:

87 - 8 - 160

BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA, that the bid of Minn-Kota Excavating, Inc., in the amount of \$757,886 is the lowest responsible bid for the construction of Hillcrest Trunk Sanitary Sewer, City Project 86-22, and the Mayor and Manager are hereby authorized and directed to enter into a contract with said bidder for and on behalf of the City.

Seconded by Councilmember Juker. . . . . Ayes - all.

H. UNFINISHED BUSINESS

1. Markfort Addition
  - a. Preliminary Plat
  - b. Public Improvement Project
    1. Manager McGuire presented the Staff report.
    2. Director of Community Development Olson presented the specifics of the proposal.
    3. Mr. Ron Dahlquist, 1774 McMenemy, voiced his opinions on the proposal.
    4. Councilmember Juker moved to adopt alternate No. 1 and approve the Markfort Addition preliminary plat (plans date stamped 7-2-87) subject to the following conditions before final plat approval:
      - a. Final-platting shall be limited to Phase I until a construction contract(s) is signed for a storm water project to drain this area to Round Lake. Phase II must be platted as an outlot until this contract is signed.
      - b. The Ripley Avenue right-of-way shall be moved five feet south, at its intersection with Desoto Street. The length of the west property line for each corner lot need not be altered.
      - c. A drainage easement shall be shown on the outlot or buildable lots for Phase II for any portion of the planned two-acre-foot pond that will encroach upon this site. The location of this pond must be approved by the City Engineer. All future lots that will adjoin this easement shall have at least 10,000 square feet of area above the easement.

- d. A twenty-foot-wide drainage easement shall be shown on Phase II from the south property line to the north property line, ending at the future two-acre-foot ponding easement. This storm sewer shall be constructed by the developer as owner of the outlot when the outlot is platted into buildable lots. The City Engineer shall approve the location of the easement to insure that it is properly located to drain the property to the south and this site to the future pond.
- e. A recordable quit-claim deed shall be submitted to the City Engineer for a 100-foot-diameter temporary cul-de-sac bulb for the west end of Ripley Avenue.
- f. Before final plat approval for Phase II, the owner of the multiple dwelling property to the north must be given the opportunity to document his preference to route sanitary sewer for his property through the applicant's site, rather than to McMenemy Street. This documentation shall include the depth of the proposed multiple dwelling service connections and the depth of the sanitary sewers that will be available to the property.

If this information cannot be provided before final-platting of Phase I is requested, a twenty-foot-wide utility easement shall be shown on the outlot between future Ripley Avenue and the north line of the outlot. The City Engineer must approve the location. The elevation of the sewer in Phase I shall accommodate this requested sewer. The owner of the outlot shall deed to the City a five-foot-wide temporary construction easement along each side of the permanent easement, if the outlot will be platted before this sanitary sewer will be constructed.

The property owner shall pay for this sanitary sewer if the City Engineer determines there is a public need to route it through the applicant's site. If there is no public need, then the easement shall be vacated unless the property owner to the north guarantees its construction and the owner of the outlot and the City Engineer agree to the routing.

- g. The City Engineer shall approve final grading, utility, drainage and erosion control plans. A construction easement(s) shall be obtained for any off-site grading. The drainage plan shall include a temporary pond if Phase I is developed before the area storm water project is under contract. This temporary pond must limit storm water discharge from the site to current levels.
- h. A signed developer's agreement shall be submitted to the City Engineer, with the required surety, for all required on-site public improvements, including:
  - 1. A storm water pond
  - 2. Storm sewer
  - 3. Street and utilities

- i. If Council does not initiate a public improvement project to acquire right-of-way for Ripley Avenue, west of the plat, Phase II must be redesigned as a permanent cul-de-sac.

Seconded by Councilmember Wasiluk. Ayes - Mayor Greavu, Councilmembers Anderson, Juker & Wasiluk

Nay - Councilmember Bastian.

5. Mayor Greavu introduced the following resolution and moved its adoption:

87 - 8 - 161

WHEREAS, the City Council has proposed that the area described as:

Ripley Avenue from McMenemy Street to approximately 250 feet east

be improved by acquisition of a 60-foot wide right of way.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA, that the proposed improvement be referred to the City Engineer, who is hereby instructed to report to the Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvement is feasible and should best be made as proposed, and the estimated cost of the improvement as recommended.

Seconded by Councilmember Juker. Ayes - Mayor Greavu, Councilmembers Anderson, Juker & Wasiluk

Nay - Councilmember Bastian

2. Ordinance : Temporary Beer and Wine Permit (2nd Reading)

- a. Manager McGuire presented the Staff report.

- b. Councilmember Anderson introduced the following ordinance and moved its adoption:

**ORDINANCE NO. 608**

AN ORDINANCE AMENDING THE MAPLEWOOD CODE  
PERTAINING TO INTOXICATING LIQUOR  
AND ADDING PROVISIONS FOR TEMPORARY  
WINE AND LIQUOR LICENSES (ON SALE)

THE COUNCIL OF THE CITY OF MAPLEWOOD DOES ORDAIN:

Section 1.

That Chapter 5 of the Maplewood City Code be and is hereby amended so as to add the following thereto:

\*Section 5-85. Temporary Liquor Licenses.

Notwithstanding any other provision of this chapter, a club or charitable, religious, or other non-profit organization in existence for at least three years may obtain on sale license to sell intoxicating liquor for consumption on the licensed premise only and in connection with a social event within the City sponsored by the licensee. The license may authorize on sales on the premises other than premises the licensee owns or permanently occupies. The license may provide that the licensee may contract for intoxicating liquor catering services with the holder of a full year on sale intoxicating liquor license issued by the City of Maplewood. The fee for such license shall be \$135.00 per day, and shall be issued for not more than three consecutive days. No organization shall be granted more than two such licenses per calendar year.

#### Section 5-86. Application

Application for such temporary licenses shall be on forms provided by the City Clerk and shall contain such information as specified by the City Clerk including the following:

1. The name, address and purpose of the organization, together with the names and addresses of its officers.
2. The purpose for which the temporary license is sought, together with the place, dates, and hours during which wine or intoxicating liquor will be sold.
3. Consent of the owner or manager of the premises, or person or group with lawful responsibility for the premises."

#### Section 2.

That Chapter 5 of the Maplewood City Code be and is hereby amended so as to add the following thereto:

#### "Section 5-135. Temporary Wine Licenses.

Notwithstanding any other provision of this chapter, a bona fide non-profit charitable, religious or veterans organization may obtain an on sale license to sell wine not exceeding 14 percent alcohol by volume for consumption on the licensed premises only. The fee for such license shall be \$135.00 per day, and licenses shall be issued for periods not to exceed three consecutive days. No organization shall be granted more than two such licenses per calendar year.

#### Section 5-136. Application

Application for such temporary licenses shall be on forms provided by the City Clerk and shall contain such information as specified by the City Clerk including the following:

1. The name, address and purpose of the organization, together with the names and addresses of its officers.
2. The purpose for which the temporary license is sought, together with the place, dates, and hours during which wine or intoxicating liquor will be sold.
3. Consent of the owner or manager of the premises, or person or

group with lawful responsibility for the premises.

Section 5.137. Application of other provisions of this section.

The following provisions of the Maplewood Code shall not apply to temporary wine licenses granted under this section: Section 5-128, 5-130, 5-131, 5-132 and 5-134."

Section 3.

This ordinance shall take effect and be in force the day after its passage, approval and publication.

Passed by the Maplewood City Council  
this 24th day of August, 1987.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Seconded by Councilmember Wasiluk. Ayes - all.

3. Frost Avenue Assessment Appeals - Project 83-01

a. Manager McGuire presented the staff report.

b. Councilmember Anderson moved to deny the request of the Maplewood Moose Lodge for revision of their assessment. (15-29-22-23-0051)

Seconded by Mayor Greavu. Ayes - all.

c. Mayor Greavu moved to deny the request of Ione May Olson, 1932 English, for revision of the assessment. (15-29-22-23-0052)

Seconded by Councilmember Juker. Ayes - all.

d. Councilmember Juker moved to deny the request of R. C. Dean, 1881 Ide Street. for cancellation of the assessment. (15-29-22-32-0036)

Seconded by Councilmember Anderson. Ayes - Mayor Greavu, Councilmembers Anderson, Juker and Wasiluk

Nay - Councilmember Bastian

e. Councilmember Anderson moved to cancel the Frost Avenue Project 83-01 assessments for the following parcels:

15-29-22-32-0077	Wayne Lindahl, 1876 English	\$7,657.78
15-29-22-32-0078	Wayne Lindahl, 1870 English	5,296.35
15-29-22-32-0099	Wayne Lindahl, 1870 English	289.85
15-29-22-32-0080	Wayne Lindahl, 1870 English	2,429.63
15-29-22-32-0083	Wayne Lindahl, 1840 English	2,901.60

Seconded by Mayor Greavu. Ayes - all.

f. Councilmember Anderson moved to deny the request of Glacier Park Company for revision of the assessment. (16-29-22-41-0031)

Seconded by Councilmember Juker. Ayes - all.

g. Mayor Greavu moved to deny the request of Stephen Continenza, 1160 Frost Avenue for cancellation or revision of the assessment. (16-29-22-42-0001 and 0002).

Seconded by Councilmember Anderson. Ayes - all.

h. Councilmember Anderson moved to deny the request of Patricia Titus, 1125 Ripley Avenue for cancellation of the assessment. (16-29-22-42-0057)

Seconded by Mayor Greavu. Ayes - all.

#### I. NEW BUSINESS

##### 1. Set 1988 Budget Meeting

a. Council established a date of Monday, September 21, 1987, at 5:00 P.M., to discuss the budget.

##### 2. East Community Family Center

a. Oakdale Mayor Leo Hudalla, representing the Board of Directors and Kathleen Jefferson, Executive Director of the East Community Family Center informed the Council of the services offered to the communities.

b. Councilmember Anderson moved to budget an additional \$5,000 per year to the East Communities Family Center with the condition that there be a yearly reviewal.

Seconded by Councilmember Wasiluk. Ayes - all.

##### 3. St. Paul Water Department

a. Manager McGuire presented the staff report.

b. Director of Public Works Ken Haider listed the specific problems area residents have experienced.

c. The following area residents expressed their concerns:

Clarence Olson, 50 E. Roselawn  
Colleen Engman, 94 E. Roselawn

Councilmember Anderson moved to waive the Rules of Procedure and extend the meeting until 11:15 P.M.

Seconded by Councilmember Bastian. Ayes - all

Resident at 91 E. Skillman  
Glenn Peterson, 1999 Jackson  
Ray Berggren, 1985 Jackson

d. Council referred the item to Staff.

4. Limiting Growth

a. Council tabled this item.

5. Ordinance : Authorizing Issuance of Citations

a. Manager McGuire presented the Staff report.

b. Councilmember Anderson moved first reading of an ordinance authorizing certain City Employees to issue citations for code violations.

Seconded by Councilmember Juker. Ayes - all.

6. Domestic Intervention Project Grant

a. Director of Public Safety Collins presented the Staff report.

b. Lois Severson, St. Paul Intervention Project and Martin Costello, City Prosecuting Attorney, spoke on behalf of the program.

c. Councilmember Bastian introduced the following resolution and moved its adoption:

87 - 8 - 162

WHEREAS, the problem of family violence has reached epidemic levels in Ramsey County, and affects all aspects of our lives; and

WHEREAS, violence in the home is the underlying cause of increased street violence, childhood learning disabilities, teen-age pregnancy, drug abuse, alcoholism, rape, suicide and homicide; and

WHEREAS, violence is learned behavior and children imitate their parents; and

WHEREAS, the Mayor and City Council of Maplewood recognize the concept of intervening in order to interrupt this generational cycle of violence in the family by using the criminal justice system to impose and enforce legal sanctions in order to control and end violence in the home; and

WHEREAS, the Maplewood Intervention Project will start providing out-reach services to domestic assault victims and assailants in October of 1987 and will be providing services to families who would otherwise not receive service (there is a 67% turn-away at metro area shelters); and

WHEREAS, the Maplewood Intervention Project is committed to working cooperatively with Maplewood City agencies and Ramsey County agencies to coordinate services to families suffering the effects of violence.

NOW, THEREFORE, BE IT RESOLVED that the Maplewood City Council supports the program goals of the Maplewood Intervention Project and wishes to encourage the further development of community support for this program.

Seconded by Councilmember Anderson. Ayes - all.

7. Approval of Tower Plans and Easement Agreement - Water Service District 8 Improvements - Project 86-15

a. Director of Public Works Haider presented the Staff report.

b. Mayor Greavu moved to authorize the agreement with property owners Ray and Chad Lemmons to acquire the Water Service District 8 tower site and the Sterling Street right of way.

Seconded by Councilmember Juker. Ayes - Mayor Greavu, Councilmembers Anderson, Juker and Wasiluk

Nay - Councilmember Bastian

8. Municipal State Aid Street Fund Report

a. Councilmember Anderson moved to direct Staff to have street construction plans submitted and approved by the district state aid engineer prior to December 31, 1987, and to prepare a plan for Council approval outlining state-aid expenditures in 1988 and 1989.

Seconded by Mayor Greavu. Ayes - all.

b. Councilmember Anderson introduced the following resolution and moved its adoption:

87 - 8 - 163

WHEREAS, the City Council has proposed that the area described as Southlawn Drive between Beam Avenue and County Road D be improved by construction of sanitary sewer, water main, storm sewer and streets.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA, that the proposed improvement be referred to the City Engineer, who is hereby instructed to report to the Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvement is feasible and should best be made as proposed, and the estimated cost of the improvement as recommended.

Seconded by Councilmember Juker. Ayes - all.

9. Addition to Battle Creek Park

a. Councilmember Bastian moved that the Council support the acquisition of Parcel No. 81 in the Battle Creek Regional Park from Metro Council funds

and that the original agreement to reimburse the City for Parcel A be approved.

Seconded by Councilmember Anderson. Ayes - all.

10. Sherwood Park/Vaughn, 1613 Sandhurst

a. Councilmember Anderson moved to transfer \$5000 from the Contingency Account to grade the Sherwood Park property north of the Vaughn's in order to relieve the Vaughn's situation.

Seconded by Councilmember Juker. Ayes - Councilmembers Anderson, Bastian, Juker and Wasiluk.

Nay - Mayor Greavu.

J. VISITOR PRESENTATION

None.

K. COUNCIL PRESENTATIONS

1. Legal Advice

a. Councilmember Anderson discussed when Council should obtain legal advice.

2. St. Paul Paper Box Access

a. Councilmember Juker stated that paper boxes should be placed in no parking zones. There should not be any stopping or parking anytime.

L. ADMINISTRATIVE PRESENTATION.

None.

M. ADJOURNMENT

11:18 P.M.

---

City Clerk

Endorsed \_\_\_\_\_

Modified \_\_\_\_\_

Rejected \_\_\_\_\_

Date: 1 \_\_\_\_\_

## ACCOUNTS PAYABLE DATED NOVEMBER 09, 1987

E-1

## 1987 CITY OF MAPLEWOOD

## -CHECK REGISTER

CHECK NO.	DATE	AMOUNT	VENDOR	ITEM DESCRIPTION
313018	10/29/87	10.00	JUKER FRAN	TRAVEL TRAINING
313018	10/29/87	5.36	JUKER FRAN	MILEAGE
		15.36 *		
*****				
313046	10/29/87	21.00	GOODYEAR	SUPPLIES
313046	10/29/87	130.28	GOODYEAR	REPAIR MAINT
313046	10/29/87	130.28	GOODYEAR	REPAIR MAINT
313046	10/29/87	7.00	GOODYEAR	REPAIR MAINT
		288.56 *		
*****				
313069	10/29/87	36.00	U S WEST	PAGER RENTAL
		36.00 *		
*****				
313143	10/29/87	44.55	ROL DRI	SUPPLIES
		44.55 *		
*****				
313197	10/29/87	10.00	SMISEK MYRA	PROGRAMS
		10.00 *		
*****				
313374	10/29/87	621.00	PIPE SERVICES CORP	CONTRACT PYM
313374	10/29/87	4,338.23	PIPE SERVICES CORP	CONTRACT PYM
		4,959.23 *		
*****				
313441	10/29/87	24.00	HAMRE CAROLE	REFUND
		24.00 *		
*****				
313465	10/29/87	20.00	FISHER LYNE	PROGRAMS
		20.00 *		
*****				
313507	10/29/87	1,547.00	METRO FENCE	CONTRACT PYM
		1,547.00 *		
313508	10/29/87	11.07	MIKISKA WILLIAM	SUPPLIES
		11.07 *		
313509	10/29/87	14.00	NELSEN CAROL	REFUND
313509	10/29/87	14.00-	NELSEN CAROL	REFUND
313509	10/29/87	14.00	NELSEN CAROL	REFUND
		14.00 *		

## 1987 CITY OF MAPLEWOOD

## CHECK REGISTER

CHECK NO.	DATE	AMOUNT	VENDOR	ITEM DESCRIPTION
313510	10/29/87	39.00 39.00 *	OOM BIRGET	CONTRACT PYM
313511 *	10/29/87	114.00 114.00 *	RYDER TRANS	PROGRAMS
313512 *	10/29/87	62.00	SHELDON LEO	MILEAGE
313512	10/29/87	25.00	SHELDON LEO	PROGRAMS
313512	10/29/87	25.00	SHELDON LEO	PROGRAMS
		112.00 *		
313513	10/29/87	15.43 15.43 *	CONNERS U KIM	MILEAGE
313514	10/29/87	10.10 10.10 *	STAFNE GREGORY	TRAVEL TRAINING
313515	10/29/87	730.00 730.00 *	SWOPE VALUATION	CONTRACT PYM
313516	10/29/87	31.99 31.99 *	W B MEIER CO INC	SUPPLIES
*****				
313518	10/29/87	35.26 35.26 *	C F ANDERSON CO	SUPPLIES
313519	10/29/87	7.35	BECKER RONALD	TRAVEL TRAINING
313519	10/29/87	5.15	BECKER RONALD	TRAVEL TRAINING
313519	10/29/87	5.15	BECKER RONALD	TRAVEL TRAINING
		17.65 *		
313520 *	10/29/87	18.00 18.00 *	BROWN PETER	REFUND
313521	10/29/87	7.50 7.50 *	BURKHART PLBG	REFUND
313522	10/29/87	2.60 2.60 *	GREEN PHYLLIS	TRAVEL TRAINING
313523	10/29/87	329.90 329.90 *	GREEN VALUE NURSERY	SUPPLIES
313524	10/29/87	24.00 24.00 *	HOUCK MILDRED	REFUND
313525	10/29/87	169.32-	GOVT BUSINESS SYST	CONTRACT PYM
313525	10/29/87	503.70	GOVT BUSINESS SYST	CONTRACT PYM
		334.38 *		
313526	10/29/87	2.75	CARLE JEANETTE	TRAVEL TRAINING
313526	10/29/87	6.24	CARLE JEANETTE	MILEAGE

## 1987 CITY OF MAPLEWOOD

## CHECK REGISTER

CHECK NO.	DATE	AMOUNT	VENDOR	ITEM DESCRIPTION
		8.99 *		
313527	10/29/87	925.00 925.00 *	RMSY CNTY PTAC	TRAVEL TRAINING
*****				
313A04	10/28/87	15.65 15.65 *	ADVANCE STAMP	SUPPLIES
*****				
313A15	10/28/87	1,186.50 1,186.50 *	AEC ENGINEERS	CONTRACT PYM
*****				
313A18	10/28/87	284.10 284.10 *	ALLANSON BUS PROD	DISC PACKS
*****				
313A52	10/29/87	22.49	ARDEN SHOREVIEW HOS	CANINE
313A52	10/29/87	110.25 132.74 *	ARDEN SHOREVIEW HOS	CANINE
*****				
313A69	10/28/87	35.00	ARNALS AUTO SERV	REPAIR
313A69	10/28/87	1,328.94	ARNALS AUTO SERV	REPAIR
313A69	10/28/87	174.65	ARNALS AUTO SERV	REPAIR
313A69	10/28/87	6.50	ARNALS AUTO SERV	REPAIR
		1,545.09 *		
*****				
313A75	10/28/87	3.55	A T & T	TELEPHONE
313A75	10/28/87	4.50	A T & T	TELEPHONE
313A75	10/28/87	12.75	A T & T	TELEPHONE
313A75	10/28/87	2.25 23.05 *	A T & T	TELEPHONE
*****				
313A81	10/28/87	59.97 59.97 *	ARNOLD DAVID	UNIFORMS
*****				
313B05	10/28/87	5,394.39	BANNIGAN&KELLY P.A.	CONTRACT PYM
313B05	10/28/87	97.50	BANNIGAN&KELLY P.A.	CONTRACT PYM
313B05	10/28/87	140.63	BANNIGAN&KELLY P.A.	CONTRACT PYM
313B05	10/28/87	281.25	BANNIGAN&KELLY P.A.	CONTRACT PYM
313B05	10/28/87	52.50	BANNIGAN&KELLY P.A.	CONTRACT PYM
		5,966.27 *		

## 1987 CITY OF MAPLEWOOD

## -CHECK REGISTER

CHECK NO.	DATE	AMOUNT	VENDOR	ITEM DESCRIPTION
*****				
313B11	10/29/87	35.00 35.00 *	BANICK JOHN	CANINE ALLOWANCE
*****				
313B15	10/28/87	98.74	BATTERY TIRE WHSE	CONTRACT PYM
313B15	10/28/87	78.40-	BATTERY TIRE WHSE	CONTRACT PYM
313B15	10/28/87	131.60	BATTERY TIRE WHSE	CONTRACT PYM
		151.94 *		
*****				
313B45	10/29/87	2,376.00	BOARD OF WATER COMM	CONTRACT PYM
313B45	10/29/87	1,888.50	BOARD OF WATER COMM	CONTRACT PYM
313B45	10/29/87	3,734.50	BOARD OF WATER COMM	CONTRACT PYM
313B45	10/29/87	13,238.50	BOARD OF WATER COMM	CONTRACT PYM
		21,237.50 *		
*****				
313B94	10/28/87	51.97 51.97 *	BUILDERS Q	SUPPLIES
*****				
313C33	10/28/87	76.74 76.74 *	CAPITOL SUPPLY	SUPPLIES
*****				
313C55	10/28/87	404.00 404.00 *	COPY DUPLICATING	DUPLICATING COST
313C56	10/28/87	196.96 196.96 *	COLLINS ELECTRIC	REPAIR MAINT
313C57	10/28/87	13.52 13.52 *	COLLINS KENNETH	SUPPLIES
313C58	10/28/87	21.17 21.17 *	COPY EQUIPMENT INC	SUPPLIES
313C59	10/28/87	150.00 150.00 *	CORPORATE RISK MCM	INS CONSULTING
*****				
313C61	10/28/87	174.14 174.14 *	CONNELLY IND ELECT	REPAIR MAINT
*****				
313C66	10/28/87	28.38	COAST TO COAST	SUPPLIES

## 1987 CITY OF MAPLEWOOD

## CHECK REGISTER

CHECK NO.	DATE	AMOUNT	VENDOR	ITEM DESCRIPTION
		28.38 *		
313C67	10/29/87	135.72	CHAPIN PUBLISHING	CONTRACT PYM
313C67	10/29/87	154.44	CHAPIN PUBLISHING	CONTRACT PYM
		290.16 *		
*****				
313C94	10/28/87	487.59	CUSTOM FIRE	SUPPLIES
		487.59 *		
*****				
313D07	10/28/87	7,143.00	DAILY SON	CONTRACT PYM
		7,143.00 *		
*****				
313D37	10/29/87	20.00	DATA DISPATCHING	DELIVERY
		20.00 *		
*****				
313D69	10/28/87	440.00	DONS PAINT BODY	REPAIR MAINT
		440.00 *		
*****				
313E06	10/28/87	175.83	EAST COUNTY LINE	FUEL OIL
		175.83 *		
*****				
313E14	10/28/87	6,719.00	EKBLAD PARDEE	CONTRACT PYM
		6,719.00 *		
313E15	10/28/87	32.83	EAST SIDE G.T.C	SUPPLIES
313E15	10/28/87	26.28	EAST SIDE G.T.C	SUPPLIES
		59.11 *		
*****				
313F05	10/28/87	10.21	FAUST DANIEL	TELEPHONE
313F05	10/28/87	45.19	FAUST DANIEL	MILEAGE
		55.40 *		
*****				
313G49	10/28/87	187.82	GOPHER BEARING CO	SUPPLIES
		187.82 *		
*****				
313G58	10/29/87	4.27	GREW JANET	SUPPLIES
313G58	10/29/87	3.90	GREW JANET	SUPPLIES

## 1987 CITY OF MAPLEWOOD

## CHECK REGISTER

CHECK NO.	DATE	AMOUNT	VENDOR	ITEM DESCRIPTION
313G58	10/29/87	8.80 16.97 *	GREW JANET	SUPPLIES
*****				
313H21	10/29/87	15.00 15.00 *	HERBERT MICHAEL J	TRAVEL TRAINING
*****				
313H25	10/28/87	285.00 285.00 *	HENN COUNTY	TRAVEL TRAINING
*****				
313H29	10/28/87	80.00	HEALTH RESOURCES	CONTRACT PYM
313H29	10/28/87	1,240.00	HEALTH RESOURCES	CONTRACT PYM
313H29	10/28/87	120.00 1,440.00 *	HEALTH RESOURCES	CONTRACT PYM
*****				
313H70	10/28/87	4.94 4.94 *	HORSNELL JUDITH	MILEAGE
*****				
313I35	10/28/87	1,665.46 1,665.46 *	INTERSTATE DETROIT	REPAIR MAINT
*****				
313J32	10/28/87	28.91-	J.L. SHIELY CO	SUPPLIES
313J32	10/28/87	2,210.48 2,181.57 *	J.L. SHIELY CO	SUPPLIES
*****				
313K55	10/28/87	83.56	KNOX LUMBER	SUPPLIES
313K55	10/28/87	65.20 148.76 *	KNOX LUMBER	SUPPLIES
313K56	10/28/87	5.38	KNOWLANS	SUPPLIES
313K56	10/28/87	7.62 13.00 *	KNOWLANS	SUPPLIES
*****				
313L21	10/28/87	102.58 102.58 *	LAKELAND FORD	SUPPLIES
*****				
313L28	10/29/87	35.00 35.00 *	LANG RICHARD	CANINE ALLOWANCE

## 1987 CITY OF MAPLEWOOD

## .CHECK REGISTER

CHECK NO.	DATE	AMOUNT	VENDOR	ITEM DESCRIPTION
*****				
313L45	10/28/87	93.96	LESLIE PAPER	SUPPLIES
313L45	10/28/87	13.42	LESLIE PAPER	SUPPLIES
313L45	10/28/87	67.12	LESLIE PAPER	SUPPLIES
313L45	10/28/87	335.60	LESLIE PAPER	SUPPLIES
313L45	10/28/87	161.10	LESLIE PAPER	SUPPLIES
313L45	10/28/87	80.55	LESLIE PAPER	SUPPLIES
313L45	10/28/87	255.05	LESLIE PAPER	SUPPLIES
313L45	10/28/87	335.60	LESLIE PAPER	SUPPLIES
		1,342.40 *		
*****				
313L70	10/29/87	1,635.61	LOGIS	CONTRACT PYM
		1,635.61 *		
*****				
313M14	10/28/87	101.30	MAPLEWOOD REVIEW	PUBLISHING
313M14	10/28/87	20.06	MAPLEWOOD REVIEW	PUBLISHING
313M14	10/28/87	31.40	MAPLEWOOD REVIEW	PUBLISHING
313M14	10/28/87	87.92-	MAPLEWOOD REVIEW	PUBLISHING
313M14	10/28/87	87.92	MAPLEWOOD REVIEW	PUBLISHING
313M14	10/28/87	87.92	MAPLEWOOD REVIEW	PUBLISHING
		240.68 *		
*****				
313M31	10/28/87	296.64	MANPOWER TEMP	TEMP WAGES
313M31	10/28/87	263.68	MANPOWER TEMP	TEMP WAGES
		560.32 *		
*****				
313M48	10/28/87	2,018.40	METRO INSP SERVICE	CONTRACT PYM
		2,018.40 *		
*****				
313M64	10/28/87	116.64	MTI DISTRI	SUPPLIES
313M64	10/28/87	43.35	MTI DISTRI	SUPPLIES
		159.99 *		
*****				
313M79	10/28/87	338.66	MN UC FUND	SUPPLIES
		338.66 *		
*****				
313M84	10/29/87	199.61	MORTON PUBLISHING	SUPPLIES
		199.61 *		
*****				

## 1987 CITY OF MAPLEWOOD

## CHECK REGISTER

CHECK NO.	DATE	AMOUNT	VENDOR	ITEM DESCRIPTION
313N14	10/29/87	33.17 33.17 *	NELSON CAROL M	TRAVEL TRAINING
313N15	10/28/87	18.20 18.20 *	NELSON ROBERT	TRAVEL TRAINING
*****				
313N26	10/28/87	205.51 205.51 *	NEBS	SUPPLIES
313N27	10/28/87	2,200.00	NCR CORP	CONTRACT PYM
313N27	10/28/87	439.00	NCR CORP	CONTRACT PYM
		2,639.00 *		
*****				
313N30	10/28/87	128.10	NORTH ST PAUL CITY	UTILITIES
313N30	10/29/87	1,172.81	NORTH ST PAUL CITY	UTILITIES
313N30	10/28/87	66.00	NORTH ST PAUL CITY	UTILITIES
		1,366.91 *		
*****				
313N55	10/28/87	31.68 31.68 *	NORTHERN DOOR CO	SUPPLIES
*****				
313029	10/28/87	15.00	OCTOPUS CAR WASH	CONTRACT PYM
313029	10/28/87	130.00	OCTOPUS CAR WASH	CONTRACT PYM
313029	10/28/87	50.00	OCTOPUS CAR WASH	CONTRACT PYM
313029	10/28/87	5.00	OCTOPUS CAR WASH	CONTRACT PYM
		200.00 *		
313P30	10/29/87	3,000.00 3,000.00 *	PETERSON BELL CONV	RETAINER
*****				
313P40	10/29/87	4.65 4.65 *	PHOTOS TO GO	SUPPLIES
*****				
313P45	10/29/87	66.00	PITNEY BOWES	LEASE
313P45	10/29/87	66.00	PITNEY BOWES	LEASE
		132.00 *		
*****				
313P50	10/29/87	22.10 22.10 *	POSTMASTER	POSTAGE
*****				

## 1987 CITY OF MAPLEWOOD

## CHECK REGISTER

CHECK NO.	DATE	AMOUNT	VENDOR	ITEM DESCRIPTION
313P58	10/29/87	13.83	POWER BRAKE EQUIP	SUPPLIES
		13.83 *		
*****				
313R09	10/29/87	4,240.16	RAMSEY COUNTY	CONTRACT PYM
313R09	10/29/87	16.85	RAMSEY COUNTY	CONTRACT PYM
313R09	10/29/87	408.14	RAMSEY COUNTY	CONTRACT PYM
313R09	10/29/87	272.52	RAMSEY COUNTY	CONTRACT PYM
313R09	10/29/87	7.41	RAMSEY COUNTY	CONTRACT PYM
313R09	10/29/87	124.21	RAMSEY COUNTY	CONTRACT PYM
313R09	10/29/87	49.40	RAMSEY COUNTY	CONTRACT PYM
		5,118.69 *		
*****				
313R13	10/29/87	42.60	RAY DAVIS SONS	SUPPLIES
		42.60 *		
*****				
313R47	10/29/87	28.00	ROADRUNNER	DELIVERY
		28.00 *		
*****				
313S03	10/29/87	15.54	SPS OFFICE PROD	OFFICE SUPPLIES
313S03	10/29/87	16.78	SPS OFFICE PROD	OFFICE SUPPLIES
313S03	10/29/87	64.68	SPS OFFICE PROD	OFFICE SUPPLIES
313S03	10/29/87	127.20	SPS OFFICE PROD	OFFICE SUPPLIES
313S03	10/29/87	9.36-	SPS OFFICE PROD	OFFICE SUPPLIES
313S03	10/29/87	44.91	SPS OFFICE PROD	OFFICE SUPPLIES
313S03	10/29/87	26.46	SPS OFFICE PROD	OFFICE SUPPLIES
313S03	10/29/87	41.74-	SPS OFFICE PROD	OFFICE SUPPLIES
313S03	10/29/87	37.34	SPS OFFICE PROD	OFFICE SUPPLIES
313S03	10/29/87	112.14	SPS OFFICE PROD	OFFICE SUPPLIES
313S03	10/29/87	292.00	SPS OFFICE PROD	SUPPLIES
		685.95 *		
*****				
313S05	10/29/87	2.12	S & T OFFICE	SUPPLIES
313S05	10/29/87	7.39	S & T OFFICE	SUPPLIES
313S05	10/29/87	9.84	S & T OFFICE	SUPPLIES
313S05	10/29/87	39.48	S & T OFFICE	SUPPLIES
		58.83 *		
*****				
313S39	10/29/87	225.44	SHORT ELLIOT HENDR	CONTRACT PYM
313S39	10/29/87	5,086.70	SHORT ELLIOT HENDR	CONTRACT PYM
313S39	10/29/87	3,367.46	SHORT ELLIOT HENDR	CONTRACT PYM
313S39	10/29/87	2,810.83	SHORT ELLIOT HENDR	CONTRACT PYM
313S39	10/29/87	469.38	SHORT ELLIOT HENDR	CONTRACT PYM

CHECK REGISTER

1987 CITY OF MAPLEWOOD

CHECK NO.	DATE	AMOUNT	VENDOR	ITEM DESCRIPTION
313S39	10/29/87	1,742.74	SHORT ELLIOT HENDR	CONTRACT PYM
313S39	10/29/87	224.50	SHORT ELLIOT HENDR	CONTRACT PYM
313S39	10/29/87	9,370.87	SHORT ELLIOT HENDR	CONTRACT PYM
		23,297.92 *		
*****				
<del>313S64</del>	<del>10/29/87</del>	<del>201.00</del> <del>201.00 *</del>	<del>ST PAUL TVI</del>	<del>CONTRACT PYM</del>
*****				
313S70	10/29/87	111.95	STANDARD SPG ALIGN	REPAIR MAINT
313S70	10/29/87	111.95	STANDARD SPG ALIGN	REPAIR MAINT
313S70	10/29/87	352.09	STANDARD SPG ALIGN	SUPPLIES
313S70	10/29/87	369.53	STANDARD SPG ALIGN	SUPPLIES
		945.52 *		
*****				
313S84	10/29/87	35.00 35.00 *	STEFFEN SCOTT	CANINE ALLOWANCE
*****				
313T29	10/29/87	1,078.51	T.A. SCHIFSKY SONS	REPAIR MAINT
313T29	10/29/87	6,829.78	T.A. SCHIFSKY SONS	REPAIR MAINT
		7,908.29 *		
*****				
313T43	10/29/87	110.90 110.90 *	TESSMAN SEED	SUPPLIES
*****				
313T50	10/29/87	19.73 19.73 *	T J AUTO PARTS	SUPPLIES
*****				
313T65	10/29/87	901.11 901.11 *	TKDA	CONTRACT PYM
*****				
313V44	10/29/87	2.60 2.60 *	VIETOR LORRAINE	TRAVEL TRAINING
*****				
313Y50	10/29/87	14.95	YOCUM OIL	SUPPLIES
313Y50	10/29/87	55.00	YOCUM OIL	SUPPLIES
		69.95 *		
*****				

## 1987 CITY OF MAPLEWOOD

## CHECK REGISTER

CHECK NO.	DATE	AMOUNT	VENDOR	ITEM DESCRIPTION
313230	10/29/87	191.18	ZEP MFG CO	SUPPLIES
		191.18 *		
*****				
313240	10/29/87	11.84	ZIEGLER INC	SUPPLIES
313240	10/29/87	279.64	ZIEGLER INC	SUPPLIES
		291.48 *		
*****				
		48,316.15	FUND 01 TOTAL	GENERAL
		176.39	FUND 03 TOTAL	HYDRANT CHARGE
		8,690.00	FUND 11 TOTAL	PARK DEVELOPMENT
		2,639.00	FUND 13 TOTAL	C.I.P.
		97.50	FUND 31 TOTAL	78-24 BEAM W OF (
		157.48	FUND 36 TOTAL	83-1 FROST AV ADI
		225.44	FUND 37 TOTAL	87-14 HOLLOWY BEI
		5,776.09	FUND 45 TOTAL	84-12 BEAM W OF (
		31.40	FUND 53 TOTAL	85-17 SOUTHLWN-BI
		7,644.72	FUND 63 TOTAL	86-3 CENTURY AVE
		176.71	FUND 64 TOTAL	86-4 CTY RD C&HW
		2,376.00	FUND 65 TOTAL	86-5 HILLWD DR-E
		1,888.50	FUND 71 TOTAL	86-13 CAVES STER
		2,814.70	FUND 73 TOTAL	86-15 WTR DISTR I
		9,420.27	FUND 76 TOTAL	86-22 HILLCREST I
		621.00	FUND 79 TOTAL	86-25 CNTY RD C I
		3,734.50	FUND 81 TOTAL	86-33 BUDD KOLBY
		13,238.50	FUND 88 TOTAL	86-28 CAVES NEVAI
		5,316.08	FUND 90 TOTAL	SANITARY SEWER FI
		338.66	FUND 95 TOTAL	PAYROLL BENEFIT
		3,358.83	FUND 96 TOTAL	VEHICLE & EQUIP I
		117,037.92	TOTAL	

\* INDICATES ITEMS FINANCED BY RECREATIONAL FEES

1987 CITY OF MAPLEWOOD

CHECK REGISTER

CHECK NO.	DATE	AMOUNT	VENDOR	ITEM DESCRIPTION
287M69	10/30/87	5,180.50 5,180.50 *	MINN STATE TREASURER	LICENSE
*****				
288061	11/02/87	12.49 12.49 *	OSTER ANDREA J	REPLACEMENT CK
*****				
288333	11/02/87	50.00 50.00 *	AURELIUS CRAIG	CLEAN UP
*****				
288B30	10/30/87	403.53	BLUE CROSS	INSURANCE
288B30	10/30/87	1,238.24	BLUE CROSS	INSURANCE
288B30	10/30/87	4,600.66 6,242.43 *	BLUE CROSS	INSURANCE
*****				
288C40	10/30/87	110.00 110.00 *	CLERK OF COURT	CNTY FILING FEE
*****				
288C42	10/30/87	6.63	COMMERCIAL LIFE INS	INSURANCE
288C42	10/30/87	88.12	COMMERCIAL LIFE INS	INSURANCE
288C42	10/30/87	313.22	COMMERCIAL LIFE INS	INSURANCE
288C42	10/30/87	506.73 914.70 *	COMMERCIAL LIFE INS	INSURANCE
*****				
288D24	10/30/87	68.00	DEPT NATL RESOURCES	DNR LICENSE
288D24	10/30/87	58.00	DEPT NATL RESOURCES	DNR LICENSE
288D24	10/30/87	40.00 166.00 *	DEPT NATL RESOURCES	DNR LICENSE
*****				
288D40	11/02/87	150.00 150.00 *	DEPT OF PUBLIC SFTY	CONTACT PYM
*****				
288D69	11/02/87	1,572.53	DONS PAINT SHOP	REPAIR MAINT VEH
288D69	11/02/87	3,740.63 5,313.16 *	DONS PAINT SHOP	REPAIR MAINT VEH
*****				
288E64	10/30/87	1,000.00 1,000.00 *	EMP BENEFIT TRUST	DENTAL CLAIMS

1987 CITY OF MAPLEWOOD

## CHECK REGISTER

CHECK NO.	DATE	AMOUNT	VENDOR	ITEM DESCRIPTION
*****				
288G78	10/30/87	72.95	GROUP HEALTH INC	INSURANCE
288G78	10/30/87	1,418.84	GROUP HEALTH INC	INSURANCE
288G78	10/30/87	5,481.66	GROUP HEALTH INC	INSURANCE
		6,973.45 *		
*****				
288M69	10/30/87	7,378.59	MINN STATE TREASURER	LICENSE
288M69	10/30/87	271.00	MINN STATE TREASURER	LICENSE
288M69	10/30/87	489.00	MINN STATE TREASURER	LICENSE
		8,138.59 *		
*****				
288N80	10/30/87	10.03	N.S.P	UTILITIES
288N80	10/30/87	2.50	N.S.P	UTILITIES
288N80	10/30/87	2.50	N.S.P	UTILITIES
288N80	10/30/87	2.50	N.S.P	UTILITIES
288N80	10/30/87	2.50	N.S.P	UTILITIES
288N80	10/30/87	2.50	N.S.P	UTILITIES
288N80	11/02/87	2.50-	N.S.P	UTILITIES
288N80	10/30/87	242.20	N.S.P	UTILITIES
288N80	10/30/87	128.87	N.S.P	UTILITIES
288N80	10/30/87	61.84	N.S.P	UTILITIES
288N80	10/30/87	109.14	N.S.P	UTILITIES
288N80	10/30/87	152.28	N.S.P	UTILITIES
288N80	10/30/87	84.75	N.S.P	UTILITIES
288N80	10/30/87	42.69	N.S.P	UTILITIES
288N80	10/30/87	6.33	N.S.P	UTILITIES
288N80	10/30/87	11.78	N.S.P	UTILITIES
288N80	10/30/87	5.45	N.S.P	UTILITIES
288N80	10/30/87	53.12	N.S.P	UTILITIES
288N80	10/30/87	5.45	N.S.P	UTILITIES
288N80	10/30/87	37.60	N.S.P	UTILITIES
288N80	10/30/87	424.89	N.S.P	UTILITIES
288N80	10/30/87	266.92	N.S.P	UTILITIES
288N80	10/30/87	122.91	N.S.P	UTILITIES
288N80	10/30/87	205.09	N.S.P	UTILITIES
288N80	10/30/87	13.08	N.S.P	UTILITIES
288N80	10/30/87	115.64	N.S.P	UTILITIES
288N80	10/30/87	7.53	N.S.P	UTILITIES
288N80	10/30/87	1.21	N.S.P	UTILITIES
288N80	10/30/87	91.73	N.S.P	UTILITIES
288N80	10/30/87	154.15	N.S.P	UTILITIES
288N80	10/30/87	17.30	N.S.P	UTILITIES
288N80	10/30/87	235.81	N.S.P	UTILITIES
288N80	10/30/87	13.68	N.S.P	UTILITIES
		2,631.47 *		
*****				
288P50	10/30/87	3,000.00	POSTMASTER	POSTAGE

## 1987 CITY OF MAPLEWOOD

## CHECK REGISTER

CHECK NO.	DATE	AMOUNT	VENDOR	ITEM DESCRIPTION
		3,000.00 *		
*****				
288S28	10/30/87	172.88	SHARE	INSURANCE
288S28	10/30/87	420.00	SHARE	INSURANCE
288S28	11/02/87	.03	SHARE	INSURANCE
288S28	10/30/87	3,000.00	SHARE	INSURANCE
		3,592.91 *		
*****				
289M69	10/30/87	6,308.65	MINN STATE TREASURER	LICENSE
289M69	10/30/87	658.00	MINN STATE TREASURER	LICENSE
		6,966.65 *		
*****				
289P95	10/30/87	7,843.60	P.E.R.A	PERA
289P95	10/30/87	10,406.32	P.E.R.A	PERA
		18,249.92 *		
*****				
292A05	10/30/87	431.45	AFSCME	UNION DUES
		431.45 *		
*****				
292C35	10/30/87	20,177.00	CTY CNTY CR UNION	CREDIT UNION
		20,177.00 *		
*****				
292I15	10/30/87	3,895.34	ICMA	DEFERRED COMP
292I15	10/30/87	1,802.09	ICMA	DEFERRED COMP
		5,697.43 *		
*****				
292M15	10/30/87	5,408.73	MAPLEWOOD BANK	P/R DEDUCT
292M15	10/30/87	15,351.95	MAPLEWOOD BANK	P/R DEDUCT
292M15	10/30/87	387.50	MAPLEWOOD BANK	P/R DEDUCT
292M15	10/30/87	5,408.73	MAPLEWOOD BANK	P/R DEDUCT
		26,556.91 *		
*****				
292M18	11/02/87	1.00-	METRO SUPERVISORY	UNION DUES
292M18	10/30/87	15.00	METRO SUPERVISORY	UNION DUES
		14.00 *		
*****				
292M35	10/30/87	311.70	MN BENEFIT ASSOC	P/R DEDUCT

## 1987 CITY OF MAPLEWOOD

## CHECK REGISTER

CHECK NO.	DATE	AMOUNT	VENDOR	ITEM DESCRIPTION
		311.70 *		
*****				
292M61	10/30/87	160.00	MN MUTUAL LIFE	INSURANCE
		160.00 *		
*****				
292M65	10/30/87	7,576.55	MN ST COMM/REVENUE	SWT PBL
		7,576.55 *		
*****				
292M68	10/30/87	117.53	MN ST RETIREMENT	DEFERRED COMP
292M68	10/30/87	78.47	MN ST RETIREMENT	DEFERRED COMP
		196.00 *		
292M69	10/30/87	8,547.77	MINN STATE TREASURER	LICENSE
292M69	10/30/87	565.00	MINN STATE TREASURER	LICENSE
		9,112.77 *		
*****				
293495	11/02/87	10,000.00	BUSINESS RECORDS	CONTRACT PYM
		10,000.00 *		
*****				
293531	11/02/87	1,400.00	BEERY DENNIS REXANNE	CONTRACT PYM
		1,400.00 *		
*****				
293535	11/02/87	560.00	WARNER JOHN&CAROLYN	EASEMENT
		560.00 *		
*****				
293M69	10/30/87	7,569.57	MINN STATE TREASURER	LICENSE
		7,569.57 *		
*****				
294C40	10/30/87	105.50	CLERK OF COURT	CNTY FILING FEE
		105.50 *		
*****				
295M69	10/30/87	7,151.00	MINN STATE TREASURER	LICENSE
295M69	10/30/87	439.00	MINN STATE TREASURER	LICENSE
		7,590.00 *		
*****				
295R10	10/30/87	214.00	RAMSEY CNTY COURT	AMB RUNS

## 1987 CITY OF MAPLEWOOD

## CHECK REGISTER

CHECK NO.	DATE	AMOUNT	VENDOR	ITEM DESCRIPTION
		214.00 *		
*****				
296534	11/02/87	25.00	INSTRUMENTATION SERV	TRAVEL TRAINING
		25.00 *		
*****				
296C22	11/02/87	8.22	COMM/REVENUE	DIESEL FUEL TAX
296C22	11/02/87	10.44	COMM/REVENUE	DIESEL FUEL TAX
296C22	11/02/87	.05-	COMM/REVENUE	FUEL TAX
296C22	11/02/87	12.37	COMM/REVENUE	DIESEL FUEL TAX
296C22	11/02/87	8.71	COMM/REVENUE	DIESEL FUEL TAX
296C22	11/02/87	6.29	COMM/REVENUE	DIESEL FUEL TAX
296C22	11/02/87	23.70	COMM/REVENUE	DIESEL FUEL TAX
296C22	11/02/87	16.04	COMM/REVENUE	DIESEL FUEL TAX
296C22	11/02/87	7.52	COMM/REVENUE	DIESEL FUEL TAX
		93.24 *		
*****				
296E64	10/30/87	1,000.00	EMP BENEFIT TRUST	DENTAL CLAIMS
		1,000.00 *		
*****				
296G25	11/02/87	36.22	GEISSLER WALTER	REFUND
		36.22 *		
*****				
296H70	11/02/87	167.00	HORSNELL JUDITH	TRAVEL TRAINING
		167.00 *		
*****				
296M69	10/30/87	7,330.70	MINN STATE TREASURER	LICENSE
296M69	10/30/87	533.00	MINN STATE TREASURER	LICENSE
		7,863.70 *		
*****				
296N80	10/30/87	1,965.35	N.S.P	UTILITIES
296N80	10/30/87	2.50	N.S.P	UTILITIES
296N80	10/30/87	3.67	N.S.P	UTILITIES
296N80	10/30/87	.25	N.S.P	UTILITIES
296N80	10/30/87	3.67	N.S.P	UTILITIES
296N80	10/30/87	68.71	N.S.P	UTILITIES
296N80	10/30/87	104.67	N.S.P	UTILITIES
296N80	10/30/87	74.33	N.S.P	UTILITIES
296N80	10/30/87	497.71	N.S.P	UTILITIES
296N80	10/30/87	74.74	N.S.P	UTILITIES
296N80	10/30/87	379.54	N.S.P	UTILITIES
296N80	10/30/87	5.45	N.S.P	UTILITIES

## 1987 CITY OF MAPLEWOOD

## CHECK REGISTER

CHECK NO.	DATE	AMOUNT	VENDOR	ITEM DESCRIPTION
296N80	10/30/87	90.10	N.S.P	UTILITIES
296N80	10/30/87	6.36	N.S.P	UTILITIES
296N80	10/30/87	6.54	N.S.P	UTILITIES
296N80	10/30/87	677.45	N.S.P	UTILITIES
296N80	10/30/87	677.45-	N.S.P	UTILITIES
296N80	10/30/87	677.45	N.S.P	UTILITIES
		3,961.04 *		
*****				
296P95	10/30/87	36.00	P.E.R.A	PERA PBL
		36.00 *		
*****				
299482	11/02/87	28.00	BUSSE JANET	REFUND
		28.00 *		
*****				
299533	11/02/87	10.00	GRAPP SHARON	REFUND
		10.00 *		
*****				
299A22	11/02/87	9.00	ANDERSON CAROLE	PETTY CASH
299A22	11/02/87	9.48	ANDERSON CAROLE	PETTY CASH
299A22	11/02/87	.01-	ANDERSON CAROLE J	PETTY CASH
299A22	11/02/87	1.84	ANDERSON CAROLE	PETTY CASH
299A22	11/02/87	2.29	ANDERSON CAROLE	PETTY CASH
299A22	11/02/87	23.00	ANDERSON CAROLE	PETTY CASH
		45.60 *		
*****				
299D24	10/30/87	120.00	DEPT NATL RESOURCES	DNR LICENSE
299D24	10/30/87	33.00	DEPT NATL RESOURCES	DNR LICENSE
299D24	10/30/87	54.00	DEPT NATL RESOURCES	DNR LICENSE
		207.00 *		
*****				
299M69	10/30/87	7,329.75	MINN STATE TREASURER	LICENSE
299M69	10/30/87	594.00	MINN STATE TREASURER	LICENSE
		7,923.75 *		
*****				
300M20	10/30/87	45,675.00	METRO WEST	SAC PBL
300M20	10/30/87	210.00	METRO WEST	SAC PBL
300M20	10/30/87	456.75-	METRO WEST	SAC PBL
		45,428.25 *		
*****				
300M69	10/30/87	7,682.85	MINN STATE TREASURER	LICENSE

## 1987 CITY OF MAPLEWOOD

## CHECK REGISTER

CHECK NO.	DATE	AMOUNT	VENDOR	ITEM DESCRIPTION
300M69	10/30/87	480.00	MINN STATE TREASURER	LICENSE
		8,162.85 *		
*****				
300M71	11/02/87	3,258.07	MN ST TREAS SURTAX	SURTAX PBL
300M71	11/02/87	65.16-	MN ST TREAS SURTAX	SURTAX PBL
		3,192.91 *		
*****				
300N23 *	11/02/87	88.00	NE SOCCER ASSOC	CONTRACT PYM
300N23	11/02/87	5,839.00	NE SOCCER ASSOC	CONTRACT PYM
		5,927.00 *		
*****				
301M25	11/02/87	250.00	MCGUIRE MICHAEL	MILEAGE
		250.00 *		
*****				
301M69	10/30/87	2,771.00	MINN STATE TREASURER	LICENSE
301M69	10/30/87	84.00	MINN STATE TREASURER	LICENSE
		2,855.00 *		
*****				
303057	11/02/87	15.00	NATL REGISTRY EMT	TESTING
		15.00 *		
*****				
303530	11/02/87	78,348.68	MINN-KOTA EXC.	CONTRACT PYM
		78,348.68 *		
*****				
303B05	11/02/87	42,000.00	BANNIGAN KELLY	CONTRACT PYM
		42,000.00 *		
*****				
303C22	11/02/87	10.00	COMMISS/REVENUE	FUEL OIL
		10.00 *		
*****				
303L04	11/02/87	25,607.90	L&G REHBEIN INC.	CONTRACT PYM
		25,607.90 *		
*****				
303L38	11/02/87	85.00	LAKE CNTY CHAPTER	TRAVEL TRAINING
		85.00 *		

1987 CITY OF MAPLEWOOD

CHECK REGISTER

CHECK NO.	DATE	AMOUNT	VENDOR	ITEM DESCRIPTION
*****				
303M69	11/02/87	11,649.00	MINN STATE TREASURER	LICENSE
303M69	11/02/87	539.50	MINN STATE TREASURER	LICENSE
		12,188.50 *		
*****				
303P95	11/02/87	7,917.10	P.E.R.A	PERA PBL
303P95	11/02/87	10,478.34	P.E.R.A	PERA PBL
		18,395.44 *		
*****				
		225,987.99	FUND 01 TOTAL	GENERAL
		1,960.00	FUND 02 TOTAL	MISC NON-DEVELOP
		1,394.26	FUND 03 TOTAL	HYDRANT CHARGE
		42,000.00	FUND 11 TOTAL	PARK DEVELOPMENT
		10,000.00	FUND 13 TOTAL	C.I.P.
		25,607.90	FUND 63 TOTAL	86-3 CENTURY AVE
		78,348.68	FUND 76 TOTAL	86-22 HILLCREST I
		1,063.13	FUND 90 TOTAL	SANITARY SEWER FI
		2,000.00	FUND 94 TOTAL	DENTAL SELF-INSUR
		41,763.03	FUND 95 TOTAL	PAYROLL BENEFIT
		103.24	FUND 96 TOTAL	VEHICLE & EQUIP I
		430,228.23	TOTAL	

NECESSARY EXPENDITURES SINCE LAST COUNCIL MEETING.

DATE 10/27/87

CITY OF MAPLEWOOD

PROGRAM PR10

PAYROLL CHECK REGISTER REPORT

Payroll  
10-30-87

CHECK NUM	EMPLOYEE NUMBER	NAME			GROSS PAY
11384	01-0109	GREAVU	JOHN	C	400.00
11385	01-0480	WASILUK	CHARLOTTE	P	325.00
11386	01-1318	BASTIAN	GARY	W	325.00
11387	01-7538	JUKER	FRANCES	L	325.00
11388	01-8088	ANDERSON	NORMAN	G	325.00
DIVISION 01 LEGISLATIVE					1700.00
11389	02-1801	McGUIRE	MICHAEL	A	2330.59
11390	02-9671	BEHM	LOIS	N	852.25
DIVISION 02 CITY MANAGER					3182.84
11391	10-4474	JAHN	DAVID	J	668.25
11392	10-6523	SWANSON, JR.	LYLE	E	832.25
DIVISION 10 CITY HALL MAINT					1500.50
11393	12-0166	CUDE	LARRY	J	242.40
11394	12-0908	ZUERCHER	JOHN	L	157.60
11395	12-5905	OSTER	ANDREA	J	665.05
DIVISION 12 EMERGENCY SERVICES					1065.05
11396	21-1078	FAUST	DANIEL	F	1846.28
DIVISION 21 FINANCE ADMINISTRATION					1846.28
11397	22-4432	MUELLER	MARGARET	A	853.15
11398	22-4446	MATHEYS	ALANA	K	868.25
11399	22-7550	VIGNALO	DELORES	A	852.25
11400	22-9267	ANDERSON	CAROLE	J	1146.46
DIVISION 22 ACCOUNTING					3720.11

DATE 10/27/87

CITY OF MAPLEWOOD

PROGRAM PR10

PAYROLL CHECK REGISTER REPORT

CHECK NUM	EMPLOYEE NUMBER	NAME			GROSS PAY
11401	31-2198	AURELIUS	LUCILLE	E	1705.48
11402	31-4816	SELVOG	BETTY	D	124.00
11403	31-9815	SCHADT	JEANNE	L	745.85

DIVISION	31	CITY CLERK ADMINISTRATION			2575.33
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11404	33-0547	KELSEY	CONNIE	L	403.83
11405	33-4435	VIETOR	LORRAINE	S	730.00
11406	33-4994	HENSLEY	PATRICIA	A	415.83
11407	33-6105	CARLE	JEANETTE	E	607.45
11408	33-8389	GREEN	PHYLLIS	C	1066.33

DIVISION	33	DEPUTY REGISTRAR			3223.44
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11409	41-1717	COLLINS	KENNETH	V	1917.48
11410	41-2356	RICHIE	CAROLE	L	732.63
11411	41-2934	SVENDSEN	JUANNE	M	1076.51
11412	41-3183	NELSON	ROBERT	D	1675.88
11413	41-7636	OMATH	JOY	E	720.25
11414	41-9263	MARTINSON	CAROL	F	737.11

DIVISION	41	PUBLIC SAFETY ADMIN			6859.86
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11415	42-0130	ZAPPA	JOSEPH	A	1455.26
11416	42-0251	STILL	VERNON	T	1308.68
11417	42-0457	SKALMAN	DONALD	W	1357.48
11418	42-0918	NELSON	CAROL	M	1512.28
11419	42-0990	MURELLI	RAYMOND	J	1332.68
11420	42-1204	STEFFEN	SCOTT	L	1323.08
11421	42-1364	ARNOLD	DAVID	L	1455.26
11422	42-1577	BANICK	JOHN	J	1570.90
11423	42-1660	BOHL	JOHN	C	1394.20
11424	42-1899	CAHANES	ANTHONY	G	1675.88
11425	42-1930	CLAUSON	DALE	K	1357.48
11426	42-2063	MOESCHTER	RICHARD	M	1474.24
11427	42-2115	ATCHISON	JOHN	H	1396.68
11428	42-2884	PELIER	WILLIAM	F	1455.26

DATE 10/27/87

CITY OF MAPLEWOOD

PROGRAM PR10

PAYROLL CHECK REGISTER REPORT

CHECK NUM	EMPLOYEE NUMBER	NAME			GROSS PAY
11429	42-2899	SZCZEPANSKI	THOMAS	J	1310.82
11430	42-3243	WEICHLIN	CABOT	V	1084.90
11431	42-3591	LANG	RICHARD	J	1527.84
11432	42-4775	PALMA	STEVEN	T	879.88
11433	42-4916	HERBERT	MICHAEL	J	1422.46
11434	42-6119	DREGFK	RICHARD	C	1455.26
11435	42-7686	MEEHAN, JR	JAMES	E	1308.68
11436	42-8226	STAFNE	GREGORY	L	1332.68
11437	42-8434	BECKER	RONALD	D	1332.68
11438	42-8516	HALWEG	KEVIN	R	1796.50
11439	42-9204	STOCKTON	DERRELL	T	1381.00
11440	42-9499	PAULOS-JR.	PAUL	G	437.80
11441	42-9867	BOWMAN	RICK	A	1524.22

DIVISION	42	POLICE SERVICES			36864.08
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11442	43-0009	KARIS	FLINT	D	1467.73
11443	43-0466	HEINZ	STEPHEN	J	1619.15
11444	43-1789	GRAF	DAVID	M	1405.48
11445	43-2052	THOMALLA	DAVID	J	1529.12
11446	43-2201	YOUNGREN	JAMES	G	1356.68
11447	43-4316	RAZSKAZOFF	DALE	E	1396.68
11448	43-6071	VORWERK	ROBERT	E	1405.48
11449	43-7418	BERGERON	JOSEPH	A	1692.82
11450	43-7791	MELANDER	JON	A	1381.48

DIVISION	43	PARAMEDIC SERVICES			13254.62
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11451	45-1878	EMBERTSON	JAMES	M	1431.88
11452	45-3333	WILLIAMS	DUANE	J	1256.68

DIVISION	45	FIRE PREVENTION			2688.56
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11453	46-0183	RABINE	JANET	L	936.09
11454	46-0322	STAHNKE	JULIE	A	908.81
11455	46-0389	BOYER	SCOTT	K	855.65
11456	46-2990	SARAFOLEAN	JULIA	A	730.17

DATE 10/27/87

CITY OF MAPLEWOOD

PROGRAM PR10

PAYROLL CHECK REGISTER REPORT

CHECK NUM	EMPLOYEE NUMBER	NAME			GROSS PAY
11457	46-4801	RYAN	MICHAEL	P	1634.35
11458	46-5919	NELSON	KAREN	A	996.41
11459	46-7030	THOLEN	SHAWN	M	936.09
11460	46-7236	FLAUGHER	JAYME	L	1076.51
DIVISION 46 DISPATCHING SERV					8074.08
11461	51-0267	BARTA	MARIE	L	693.05
11462	51-6872	HAIDER	KENNETH	G	1795.08
11463	51-8993	CHLEBECK	JUDY	M	884.25
DIVISION 51 PUBLIC WORKS ADMIN					3372.38
11464	52-0547	MEYER	GERALD	W	1119.85
11465	52-1241	KANE	MICHAEL	R	1175.45
11466	52-1431	LUTZ	DAVID	P	1042.65
11467	52-3473	KLAUSING	HENRY	F	1102.65
11468	52-4037	HELEY	RONALD	J	1065.77
11469	52-4501	OSWALD	ERICK	D	753.05
11470	52-6224	TEVLIN, JR.	HARRY	J	1110.73
11471	52-6254	FREBERG	RONALD	L	1062.65
11472	52-8314	CASS	WILLIAM	C	1497.66
DIVISION 52 STREET MAINTENANCE					9930.46
11473	53-1010	ELIAS	JAMES	G	1203.45
11474	53-1688	PECK	DENNIS	L	1203.45
11475	53-2522	PRIEBE	WILLIAM		1159.45
11476	53-3185	IRISH	BRUCE	A	1342.46
11477	53-4671	GESSELE	JAMES	T	1203.75
11478	53-6109	GEISSLER	WALTER	M	1337.28
DIVISION 53 ENGINEERING					7449.84
11479	54-3775	LOFGREN	JOHN	R	857.05
DIVISION 54 PUBLIC WORKS BLDG MAINT					857.05

DATE 10/27/87

CITY OF MAPLEWOOD

PROGRAM PR10

PAYROLL CHECK REGISTER REPORT

CHECK NUM	EMPLOYEE NUMBER	NAME			GROSS PAY
11480	58-1014	NADEAU	EDWARD	A	1175.40
11481	58-1590	MULWEE	GEORGE	W	1070.87
11482	58-1720	NUTESON	LAVERNE	S	1424.86
11483	58-2563	BREHEIM	ROGER	W	1070.87
11484	58-2582	EDSON	DAVID	B	1110.14
11485	58-5993	OWEN	GERALD	C	401.85
DIVISION 58 SAN SEWER OPERATION					6253.99
11486	59-1000	MULVANEY	DENNIS	M	1161.85
11487	59-2123	SPREIGL	GEORGE	C	861.85
DIVISION 59 VEH & EQUIP MAINT					2023.70
11488	61-0389	ODEGARD	ROBERT	D	1723.08
11489	61-1066	BRENNEK	LOIS	J	900.29
11490	61-1993	KRUMMEL	BARBARA	A	386.18
11491	61-2618	STAPLES	PAULINE		1367.26
DIVISION 61 COMM SERVICES ADMIN					4376.81
11492	62-1998	WILLIAMS	MATTHEW	D	380.00
11493	62-2111	TRAVERS	DANIEL	L	102.00
11494	62-3790	ANDERSON	ROBERT	S	1013.05
11495	62-3915	LINDORFF	DENNIS	P	1013.05
11496	62-4097	YUKER	WALTER	A	81.00
11497	62-4121	HELEY	ROLAND	B	1062.65
11498	62-5506	MARUSKA	MARK	A	1180.06
11499	62-7219	BURKE	MYLES	R	1115.13
11500	62-8182	GERMAIN	DAVID	A	1082.65
DIVISION 62 PARK MAINTENANCE					7029.59
11501	63-0170	STRAUS	LAURA	J	36.75
11502	63-1518	SHELDON	LEO	B	63.05

DATE 10/27/87

CITY OF MAPLEWOOD

PROGRAM PR10

PAYROLL CHECK REGISTER REPORT

CHECK NUM	EMPLOYEE NUMBER	NAME			GROSS PAY
11503	63-2012	HANNEGAN	ANDREA		234.00
11504	63-2887	HOLLAND	ANDREA	M	37.50
11505	63-2981	COLLINS	ANDREA	M	16.00
11506	63-3495	JOHANEK	TODD		48.45
11507	63-4246	WARD	ROY	G	406.40
11508	63-5480	PODPESKAR	KIMBERLY	J	167.50
11509	63-6422	TAUBMAN	DOUGLAS	J	1056.86
11510	63-9694	ADAMS	NIKKI		35.00
DIVISION 63 RECREATION PROGRAMS					2101.51
11511	64-0508	GREW	JANET	M	892.25
11512	64-2560	CONNERS	KIM		270.52
11513	64-4624	HORSNELL	JUDITH	A	446.12
11514	64-4942	HUTCHINSON	ANN	E	348.12
DIVISION 64 NATURE CENTER					1957.01
11515	71-0124	DOHERTY	KATHLEEN	M	807.61
11516	71-0551	OLSON	GEOFFREY	W	1701.48
11517	71-3174	WEGWERTH	JUDITH	A	436.71
11518	71-8754	LIVINGSTON	JOYCE	L	377.48
DIVISION 71 COMM DEVELOPMENT ADMIN					3323.28
11519	72-7178	EKSTRAND	THOMAS	G	1131.24
11520	72-8505	JOHNSON	RANDALL	L	1015.45
DIVISION 72 PLANNING					2146.69
11521	73-0677	OSTROM	MARJORIE		1391.26
11522	73-1942	CARVER	NICHOLAS	N	1059.45
DIVISION 73 BUILDING INSPECTIONS					2450.71



## AGENDA REPORT

Action by Council:

Endorsed \_\_\_\_\_

Modified \_\_\_\_\_

Rejected \_\_\_\_\_

Date \_\_\_\_\_

TO: City Manager  
FROM: Finance Director *R. Stust*  
RE: Policy on Filing Conciliation Court Claims for Ambulance Bills  
DATE: October 28, 1987

INTRODUCTION

It has been past policy to file claims in conciliation court on unpaid ambulance bills with a balance in excess of \$20. The Court filing fee is added to the claim filed in Court. Approximately 72% of the bills filed in Court are paid and 50% of the filing fees are paid. Bills unpaid after Court action are referred to a collection agency.

BACKGROUND

Ramsey County has raised the filing fee three times since January, 1986 and it is currently \$11 on small claims (see attached). Because of this, the policy regarding the minimum amount of a bill to file in Court should be changed. In addition, the criteria should be flexible so that the minimum amount will increase automatically as the filing fee increases.

RECOMMENDATION

It is recommended that the new policy be that the unpaid ambulance bill balance must be equal to at least three times the filing fee. Based upon current filing fee rates, this new policy would require the unpaid balance be at least \$33. The claims filed in Court on a bill of this amount would be \$44 (\$33 + \$11 filing fee). This policy would eliminate the potential of having fees exceed 50% of the unpaid bill. In conjunction with this, bills too small for Conciliation Court would be referred to a collection agency if they were \$10 or more.

ACTION REQUIRED

Council approval of the new policy that the unpaid ambulance bill balance must be equal to at least three times the filing fee in order for a claim to be filed in Conciliation Court.

DFF:lnb

# RAMSEY COUNTY MUNICIPAL COURT



DIVISION 6

1380 Frost Avenue, Maplewood, Minnesota 55109  
(612) 777-9111

ROBERTA G. WELTZIN  
Senior Clerk

PLEASE READ CAREFULLY BEFORE FILING CLAIM

If you wish to file a claim in the Ramsey County Conciliation Court, it will be necessary that you complete the enclosed form.

STATE: Plaintiff(s) name and address; Defendant(s) full name and address - (Defendant must be in Ramsey County); the amount (not to exceed \$2,000.00 plus filing fee); what the claim is for; the date the bill was incurred and the date of the last payment, if any.

Sign the claim in front of a Notary Public and return it to this office with the correct filing fee. Make checks payable to the "Clerk of Conciliation Court". You will be notified by mail of the date of the Court hearing, at which time it will be necessary that you appear personally to present your claim to the Court.

Please remove the carbon and return both papers to the Clerk of Conciliation Court.

<u>AMOUNT OF CLAIM</u>	<u>FILING FEE</u>	
\$0-99.99.....	<del>\$ 9.00</del>	\$10.00 11.00
\$100-499.99.....	<del>\$14.00</del>	15.00 16.00
\$500-999.99.....	<del>\$19.00</del>	20.00 21.00
\$1,000-2,000.....	<del>\$24.00</del>	25.00 26.00

Included in the above fee, there is a <sup>#3</sup> \$1.00 State Surcharge and a \$3.00 Law Library fee on all claims filed. The filing fee may be added to your claim

Effective Jan. 13, 1986 ~~July 1, 1987~~ August 1, 1987

J. Kendall  
clerk

## MEMORANDUM

Action by Council:

Endorsed \_\_\_\_\_

Modified \_\_\_\_\_

Rejected \_\_\_\_\_

Date \_\_\_\_\_

TO: City Manager  
FROM: Assistant City Engineer  
SUBJECT: Acceptance of Developer Project  
Project 84-11  
DATE: November 4, 1987

Project 84-11, South Oaks Second Addition, has been certified as complete in accordance with approved plans and specifications and has satisfied the engineering department's requirements. It is recommended that the council pass the attached resolution which certifies as complete and accepts the public streets and utilities constructed under this project for maintenance and ownership.

jc

RESOLUTION

ACCEPTING UTILITIES FROM DEVELOPER

WHEREAS, the City Council of Maplewood, Minnesota has heretofore entered into a contract for public improvement of the project described as City Project 84-11, South Oaks Second Addition.

WHEREAS, said project is certified as complete.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA that this project is complete and the utilities and streets hereby accepted as part of the public systems.

Endorsed\_\_\_\_\_

Modified\_\_\_\_\_

Rejected\_\_\_\_\_

Date\_\_\_\_\_

RESOLUTION

Concerning the taxation of pension income received by former public employees, volunteer firefighters and police and firefighters by the State of Minnesota.

WHEREAS, competent public employees and firefighters are needed to work for public agencies and state and local governments to serve the citizens of Minnesota and local governments, such as the City of Maplewood; and

WHEREAS, such competent public employees and volunteer firefighters have dedicated their employment to serving the public; and

WHEREAS, such public employees and volunteer firefighters were previously allowed to deduct the first \$11,000 of their pension income from state income taxation, pursuant to Minn. Stat. §290.08, Subd. 26 (1986); and

WHEREAS, such special benefit to public employees and volunteer firefighters directly benefited the health, safety and welfare of the public, by enticing competent people to work for governments and the citizens of Minnesota and municipalities such as the city of Maplewood; and

WHEREAS, the hiring and recruiting of competent and qualified public employees and volunteer firefighters to serve the public has been inhibited by repealing such exemption, pursuant to Minn. Laws, Chapter 268, Article 1, Section 127 (1987); and

WHEREAS, the difficulty of hiring competent public employees and volunteer firefighters directly impacts the health, safety and welfare of the people of Minnesota and the citizens of the City of Maplewood, much to the detriment of society.

**NOW THEREFORE, be it resolved by the Maplewood City Council:**

1. That the Minnesota Legislature is urged to rescind Minnesota Law Chapter 268, Article 1, Section 127 (1987), inasmuch as it repeals Minn. Stat. §290.08, Subd. 26, concerning the exemption of pension income; and pass a new law in the 1988 legislative session, which would reinstate the exemption from state income taxation of the first \$11,000 of pension income of volunteer firefighters and public employees pursuant to former Minn. Stat. §290.08, Subd. 26 (1986).

MEMO

To: Patrick Kelly  
From: Carla  
Date: October 22, 1987

**Re: Taxation of Pension Income of Public Employees**

This memo is to give you some background information on the Minnesota Statute which previously exempted pension income of public employees and volunteer firefighters from state income taxation of the first \$11,000. Pursuant to Minn. Stat. §290.08, Subd.26(a) 1, 2, and 4 the first \$11,000 of pension income of a public employee, a volunteer firefighter, and police and firefighters were excluded from the Minnesota income tax. Additionally, pension income from an IRA was also excluded from the state income tax.

Minnesota Laws Chapter 268, Article 1, Section 127 repealed such pension income exclusions and repealed all other exemptions from gross income such as death benefits, interest from government bonds and certain gifts, By repealing all of Section 290.08.

Essentially, the State of Minnesota has decided that all compensation, from whatever source, will be taxable; and that former public employees will no longer have a privileged position in paying their taxes.

MEMORANDUM

TO: City Manager  
FROM: Associate Planner, Johnson  
SUBJECT: Final Plat  
LOCATION: Dorland Road and Dahl Avenue  
APPLICANT/OWNER: Castle Design and Development  
PROJECT: Budd Kolby Second Addition  
DATE: November 5, 1987

SUMMARY

Introduction

The applicant is requesting approval of the Budd Kolby Second Addition final plat to create twelve single-dwelling lots and seven outlots. Outlots A and B have been deeded to the city for drainage and park, respectively. The other five outlots will be platted into lots at a future date.

Recommendation

Approve the Budd Kolby Second Addition final plat.

## REFERENCE

### Past Actions

3-9-87:

Council approved a cul-de-sac length variance and the Budd Kolby Second Addition preliminary plat (page 5), subject to the following conditions being met before final plat approval:

1. Phase II must connect to an existing street or to a street that is guaranteed to be constructed. (Later phase)
2. Show a twenty-foot wide sanitary sewer easement from the Phase II cul-de-sac to Outlot B. (Later phase)
3. A recordable quit-claim deed shall be submitted to the city for a ten-foot-wide easement to be centered on the easement required in Condition Two. (Later phase)
4. The southeast portion of Outlot A shall be revised to provide enough area for a smooth transition of the walkway from Jefferson Fourth Addition to Outlot A. (Satisfied)
5. A recordable quit-claim deed(s) shall be submitted to transfer ownership to the city for Outlots A and C. (Later Outlot A--now A and B satisfied, Outlot C--later phase)
6. Final grading, utility, erosion control and drainage plans shall be submitted to the city engineer for approval. These plans shall include, but not be limited to:
  - a. Construction of a sanitary sewer from Outlot B to Dahl Road. (Later phase)
  - b. Grading for the following trails:
    - (1) An eight-foot-wide corridor from Outlot A to Dorland Road. The location within the easement shall be approved by the city engineer. (Satisfied)
    - (2) An eight-foot-wide corridor from the Phase II cul-de-sac to Outlot B. The trail corridor shall be graveled to the west line of Outlot B. (Later phase)
  - c. The area of trees to be preserved shall be identified on the site before grading begins. (Satisfied for this phase only)
7. A drainage easement shall be shown along the west ten feet of Lots 27 - 29. (Now Lots 1 - 3, Block One--satisfied)
8. A drainage easement shall be shown ten feet either side of the storm sewer south of Linwood Court. If a drainage swale is to be constructed, the easement width shall be determined by the city engineer. (Later phase)

9. A declaration of covenants shall be prepared by the applicant and submitted to the director of community development for approval. This document shall prohibit driveway access from Linwood Avenue to Lots One - Six and Lot Seventeen in the northeast portion of the plat.  
(Later phase)

10. Submittal of a signed developer's agreement and required surety to include, but not be limited to:

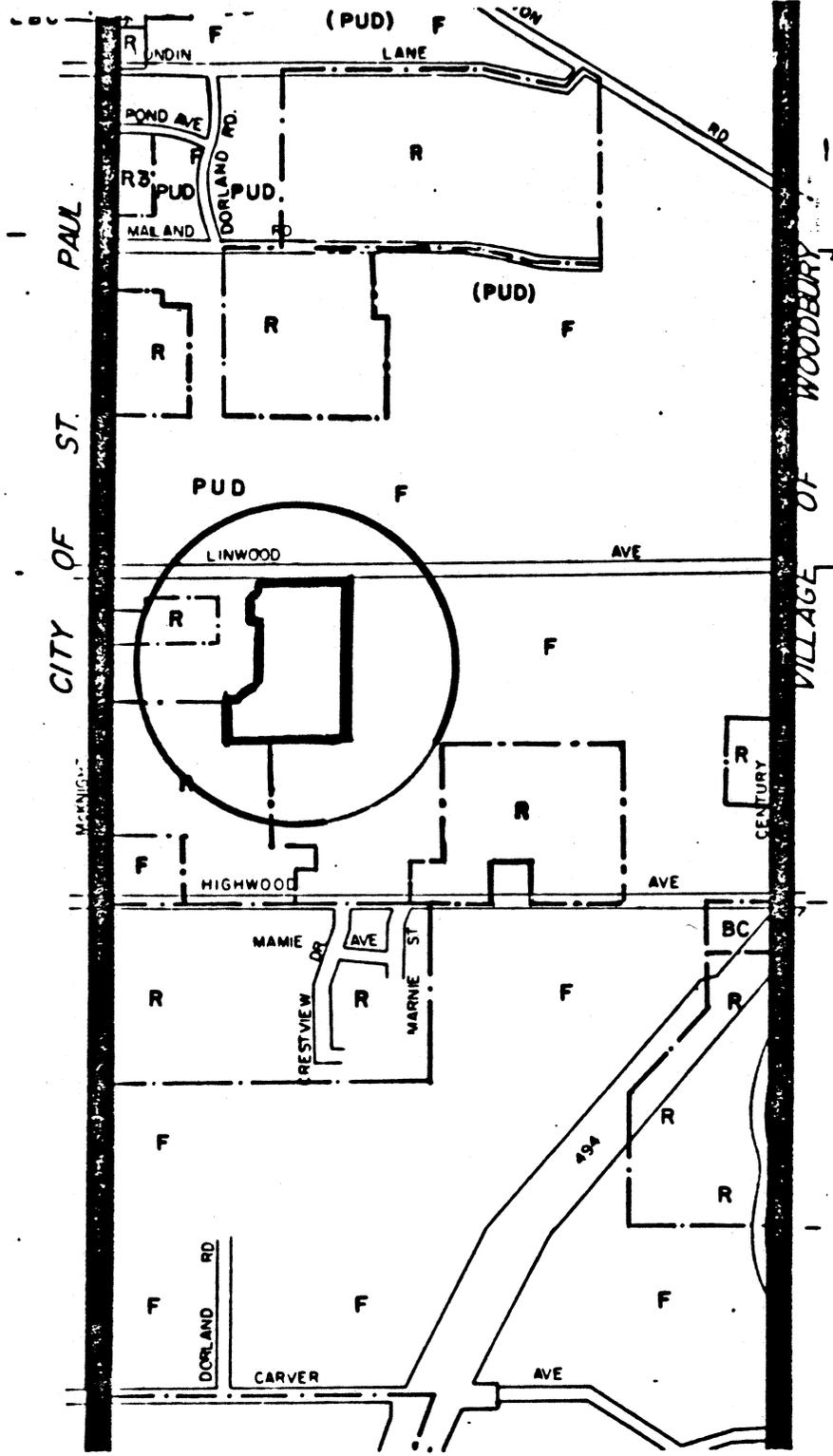
- a. Street and utility construction. (Phase One only)
- b. Construction of an eight-foot-wide trail from Outlot A to Dorland Road. The trail shall be bituminous. (In agreement)
- c. Removal of the barn and garage. (Satisfied)

11. The words "Outlot "B" should be contained within the area to be designated as Outlot B. (No longer applicable)

mb

Attachments:

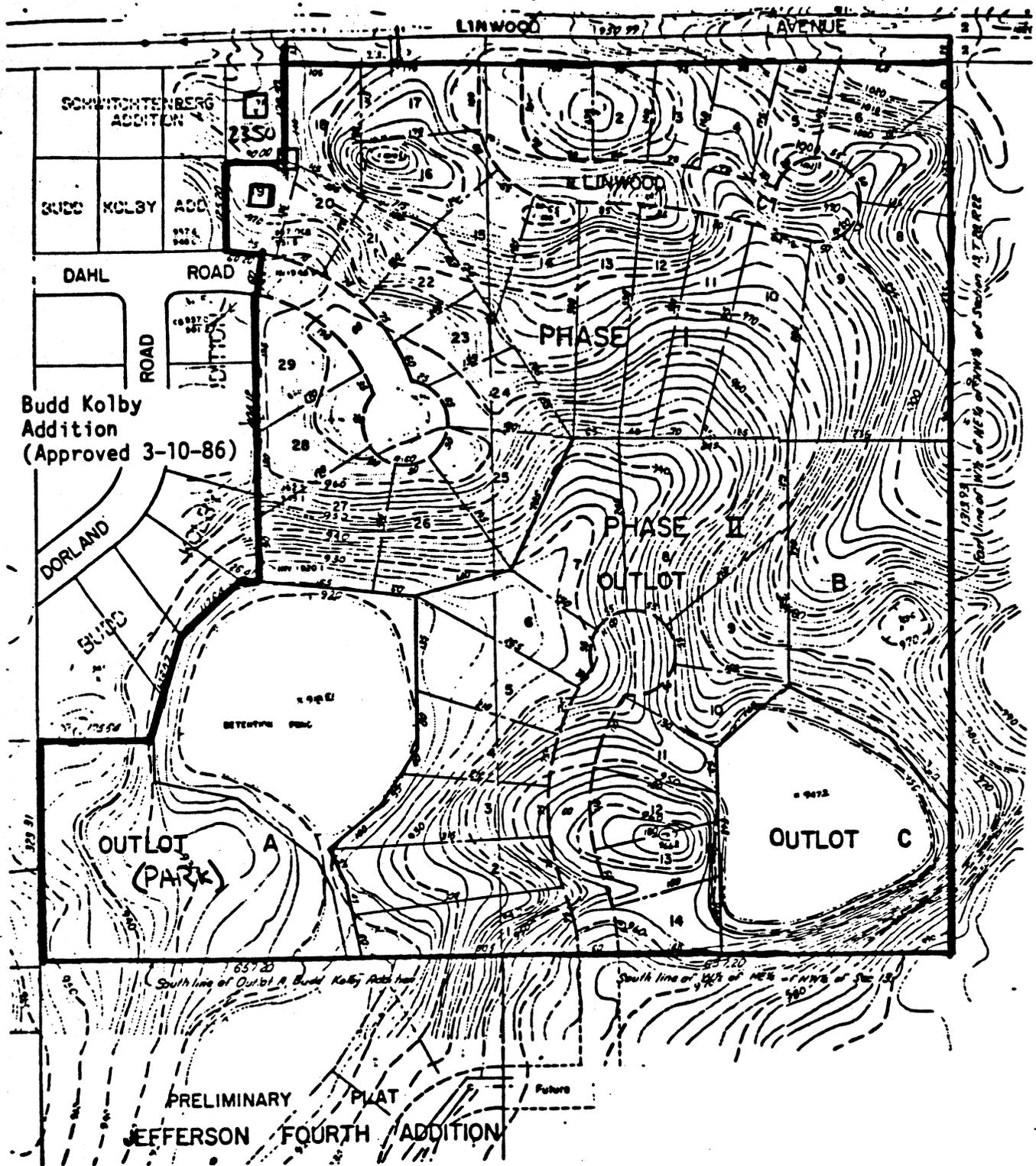
1. Location Map
2. Preliminary Plat
3. Final Plat (8 1/2 x 11)
4. Final Plat (separate enclosure)



LOCATION MAP

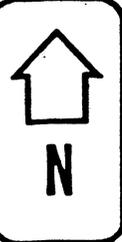
Attachment 1

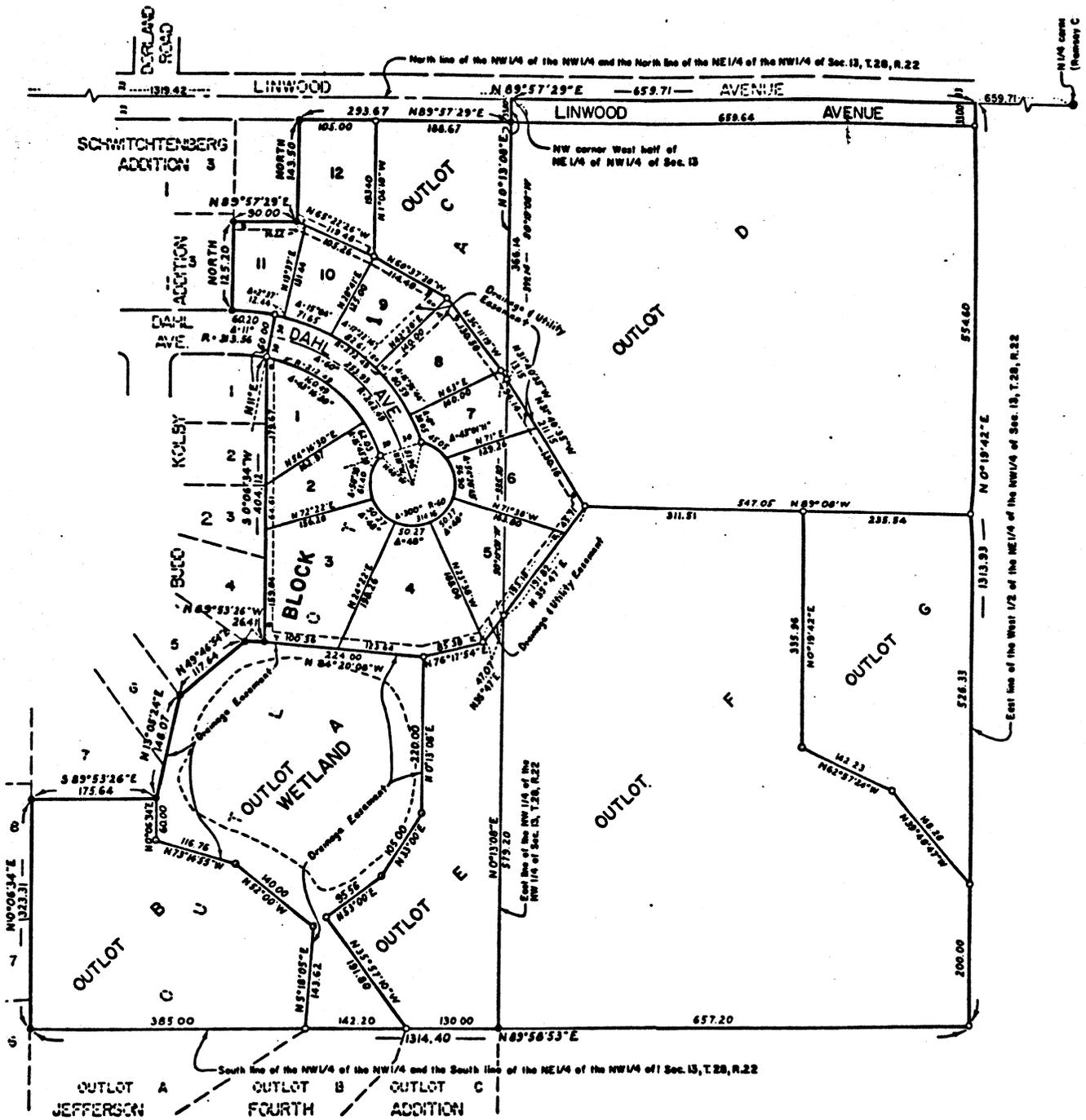




Plans dated  
11-20-86

BUDD KOLBY SECOND ADDITION PRELIMINARY PLAT  
(Approved 3-2-87)





BUDD KOLBY SECOND ADDITION  
FINAL PLAT



MEMORANDUM

Action by Council:

Endorsed \_\_\_\_\_

Modified \_\_\_\_\_

Rejected \_\_\_\_\_

Date \_\_\_\_\_

TO: Mayor and City Council  
FROM: City Manager *Michael A. Ginn*  
RE: Fee for Maintenance of Comparable Worth Study  
DATE: November 3, 1987

The City of Maplewood participated in the M.A.M.A. Joint Comparable Worth Study and in order to be part of the Maintenance, a fee of \$413.50 is due.

Staff recommendation is to approve \$413.50 from the General Fund Contingency Account to cover this cost.

MAM:lnb



Metropolitan Area Management Association  
of the Twin City Area

October 16, 1987

Mr. Michael McGuire  
City Manager  
City of Maplewood  
1830 East County Road B  
Maplewood, Minnesota 55109

Dear Mr. McGuire:

The fee assessed to your jurisdiction for participation in the P.D.I. maintenance of the Joint Comparable Worth Study of the Metropolitan Area Management Association is as follows:

BASE FEE . . . . .	.\$ 250.00
<u>109</u> Employees* x \$1.50 per employee . . .	.\$ <u>163.50</u>
TOTAL DUE . . . . .	
	.\$ 413.50

This fee is due upon receipt of this statement.

YOUR CHECK SHOULD BE MADE PAYABLE TO THE CITY OF GOLDEN VALLEY AND FORWARDED ALONG WITH A COPY OF THIS STATEMENT TO:

Mr. William S. Joynes, City Manager  
Chairman, MAMA General Labor  
Relations Committee  
City of Golden Valley  
7800 Golden Valley Road  
Golden Valley, Minnesota 55427

\*If the number of employees in your jurisdiction participating in the Joint Comparable Worth Study is incorrect please make the appropriate adjustment and extension to the statement forwarded along with your check.

MEMORANDUM

Action by Council:

Endorsed \_\_\_\_\_  
Modified \_\_\_\_\_  
Rejected \_\_\_\_\_  
Date \_\_\_\_\_

TO: Mayor and City Council  
FROM: City Manager *Michael McShine*  
RE: Suburban Rate Authority  
DATE: November 3, 1987

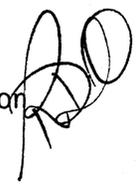
At a previous meeting, Councilmember Juker and I were directed to attend a Suburban Rate Authority meeting and make a recommendation as to Maplewood's continued membership in the Organization.

It is our recommendation that Maplewood continue their membership with the S.R.A. and that \$860.00 be transferred from the General Fund Contingency Account to finance the increase in dues. (The total dues for 1987 is \$2,100.00.)

MAM:lnb

MEMORANDUM

To: Michael McGuire, City Manager  
From: Robert D. Odegard, Director of Parks & Recreation  
Subj: Trail in Crestview Third Addition  
Date: November 2, 1987



Action by Council:  
Endorsed \_\_\_\_\_  
Modified \_\_\_\_\_  
Rejected \_\_\_\_\_  
Date \_\_\_\_\_

Introduction

Councilmember Bastian at the October 26, 1987, Council meeting requested information regarding the trail that is part of the Crestview Third Addition.

Background

The section of the trail adjacent to the Crestview Third Addition runs north and south between Mailand Road and Londin Lane. To the south of Mailand Road, the trail will continue through Vista Hills Park and on to the future Sterling Street. Going towards the north, the trail will continue on Londin Lane to Lower Afton Road, and then westerly on an existing bike route through the trail head going into Battle Creek Park (which will have an extensive trail system), or continue westerly to the bike trail on McKnight. The overall intent of this trail is to provide a walking or riding trail through the center of Maplewood starting at Carver Avenue and progressing northerly to Battle Creek Park. The trail through Vista Hills Park and northerly through Crestview Third Addition is adjacent to the William Brothers Pipeline.

The first two attachments are from the Maplewood Comprehensive Plan indicating the overall bicycle routes/trails through Maplewood and an enlargement of the area where the trail is located near the Crestview Third Addition.

The attached memorandum is from the Community Development Department with the report for a time extension for the Crestview Third Addition Preliminary Plat dated August 31, 1987, and approved by the Council on September 28, 1987. On October 9, 1985, the Council approved and amended the November 1, 1979, conditions of preliminary plat approval to read as follows: Page 3 Item (4) "A ten-foot wide asphalt path, (eight feet if no fencing) between Lot 12, Block 2 and Lot 1, Block 3. Fencing will not be required if the trail is constructed prior to construction of the adjoining dwelling.(Phase I)." This is a discussion of the walkway between two lots that will permit pedestrians to have access to the trail from Highpoint Curve. This is more clearly indicated on Page 7 of the memorandum. On Page 3 under a. (5) the discussion of the requirements for the trail and fencing are described. This part of the trail is outlined on Page 7 and also the access to Londin Lane is indicated on Page 8.

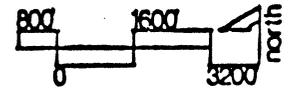
Recommendation

The developer has an agreement with the City which includes his installation of the trail. Working with Williams Brothers Pipeline, filling and grading, and consultation with neighbors abutting the trail are the responsibility of the developer. It is my recommendation that the City continue to require this trail, as it is an integral part of the entire trail system and when properly installed will be a great asset to the community. No action is required by the Council.

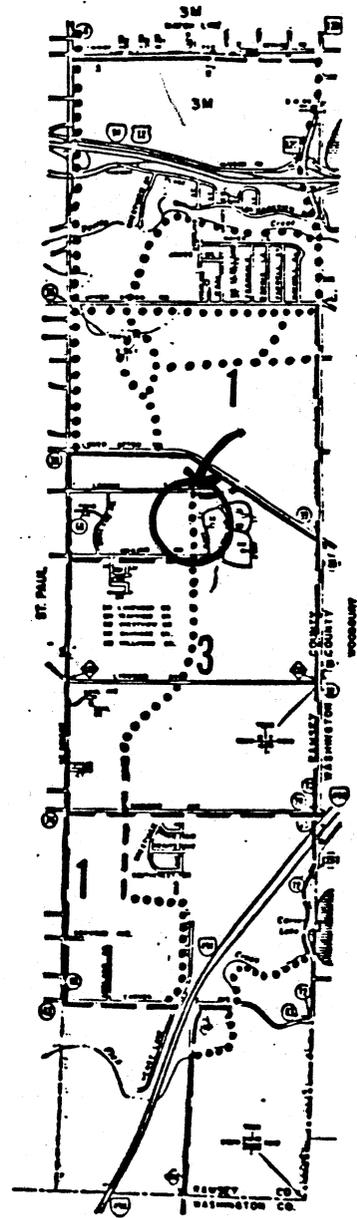
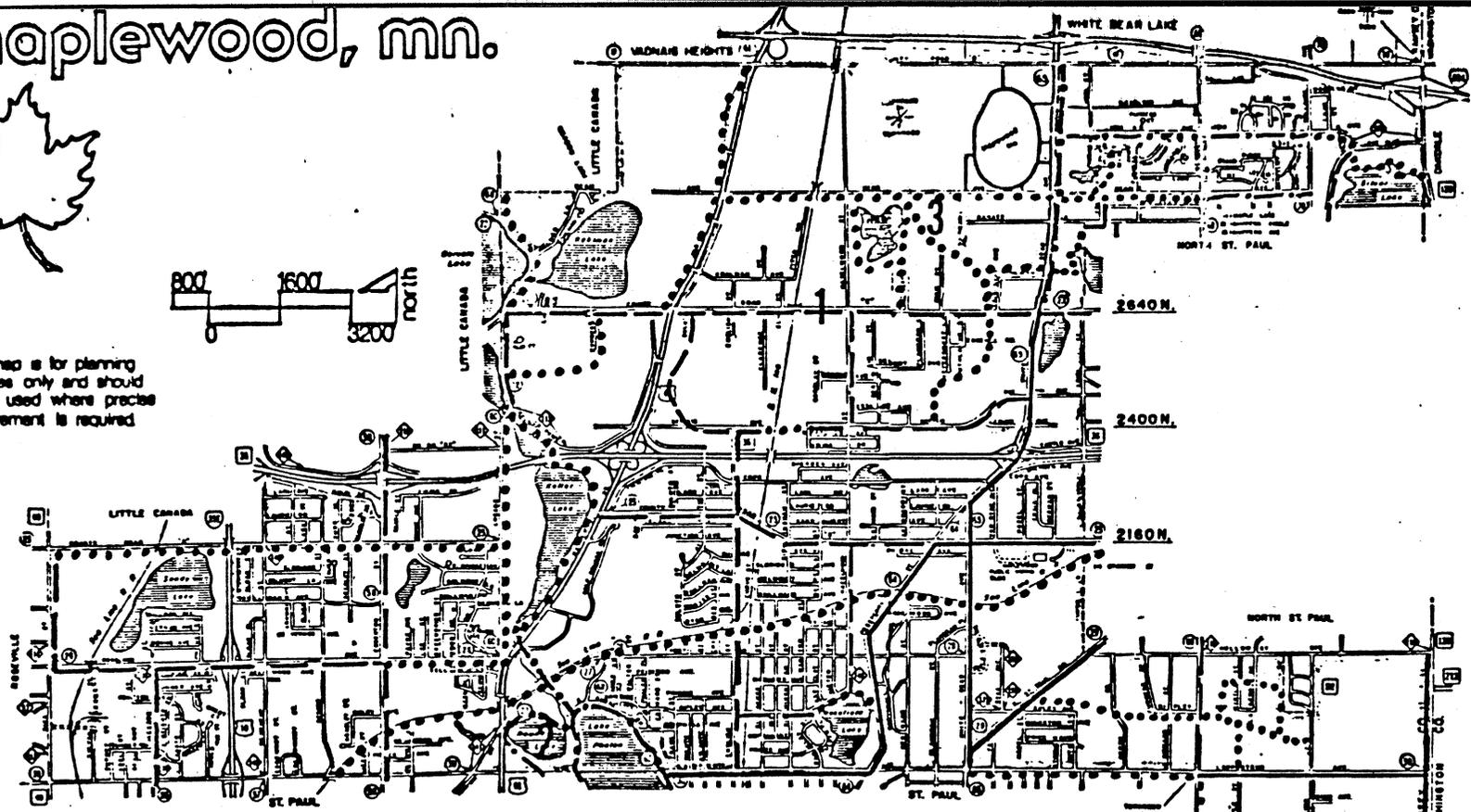
# maplewood, mn.



REVI  
6-18-0/



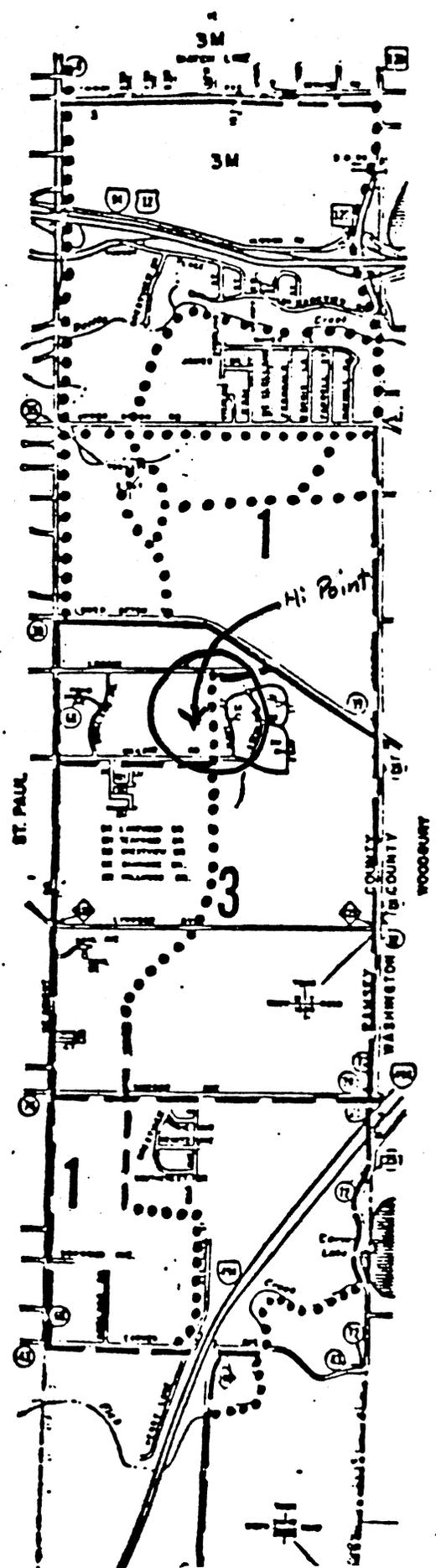
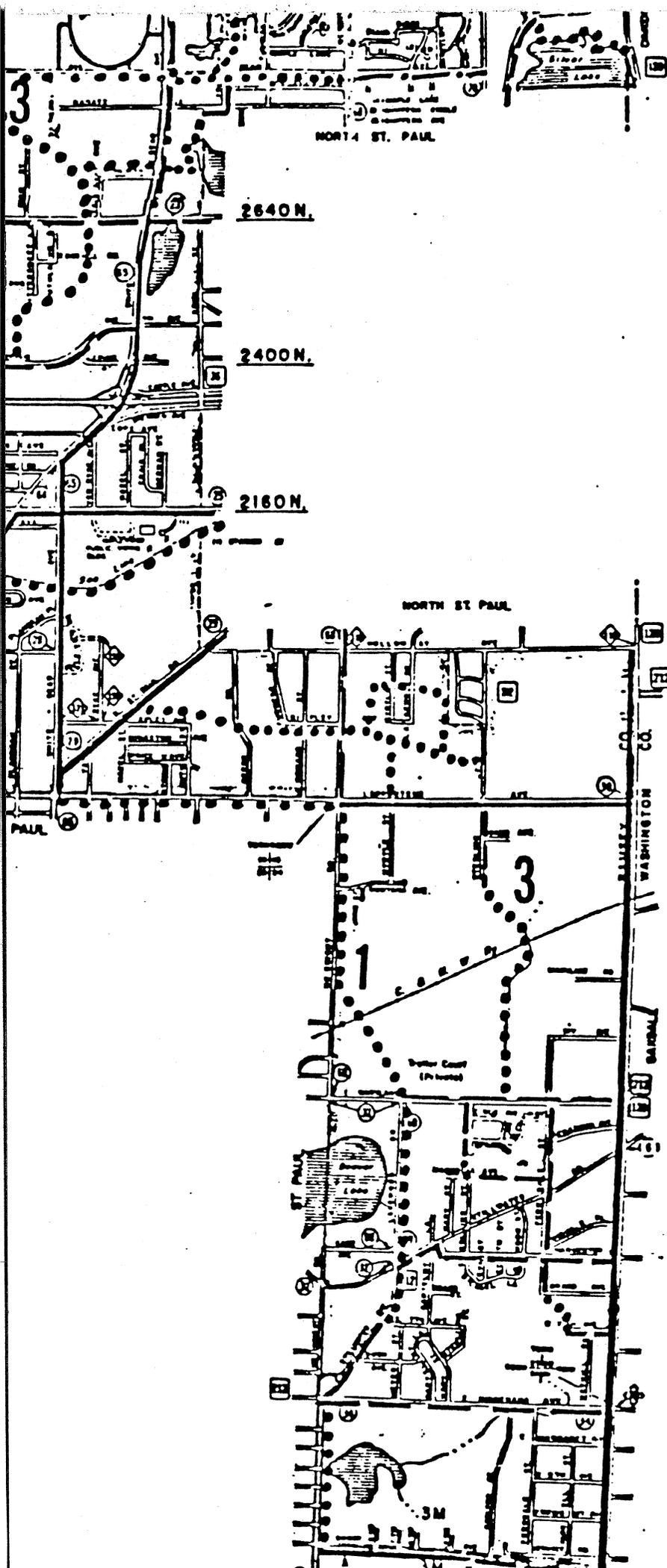
This map is for planning purposes only and should not be used where precise measurement is required



## bicycle routes/trails

- Existing Bicycle Route (on street)
- - - Existing Bicycle Route (off street)
- - - Potential Bicycle Routes (on street)
- ..... Potential Bicycle Routes (off street)
  
- 1 County Proposed Bicycle Routes
- 2 Proposed Regional Trail
- 3 City Proposed Off-Road Bicycle Routes

Source: Minnesota Department of Natural Resources; Maplewood Transportation Plan, Barton-Aschman; and City of Maplewood



MEMORANDUM

Action by Council F - 3

Endorsed ✓ Consent 5-0

Modified \_\_\_\_\_

Rejected \_\_\_\_\_  
Date 9/28/87

TO: City Manager  
 FROM: Associate Planner--Johnson  
 SUBJECT: Time Extension  
 LOCATION: Between Mailand Road and Highpoint Curve  
 APPLICANT/OWNER: Marv Anderson Construction  
 PROJECT: Crestview Third Addition Preliminary Plat  
 DATE: August 31, 1987

SUMMARY

Introduction

The applicant is requesting a one-year time extension for the unplatted portion of the Crestview Third Addition preliminary plat. (Refer to the map on page 7).

Discussion

The first phase (page 8) of the plat was final platted in December 1985. The applicant expects to request final plat approval for the remainder of the development next spring. There have not been any code amendments or changes in the area that would justify denial of the requested time extension.

Recommendation

Approval of a one-year time extension for the remaining unplatted portion of the Crestview Third Addition preliminary plat, subject to the 10-9-85 conditions of approval.

TRAIL 19.3

## BACKGROUND

### Past Actions

11-1-79:

1. Council approved a planned unit development (86 single dwellings and ten double dwellings) for this project, with the condition that the first building permit must be issued within one year or the planned unit development shall terminate unless renewed by the city council.

2. Council also conditionally approved a preliminary plat (page 7).

6-5-80:

Council approved a 90-day time extension for the Crestview Third Addition preliminary plat, subject to the original conditions.

10-16-80:

Council approved a 90-day time extension, subject to the original conditions, and also renewed the planned unit development for one year.

1-22-81, 4-16-81 and 8-6-81:

Council approved ninety-day time extensions for the preliminary plat, subject to the original conditions.

9-13-82:

Council approved a one-year time extension for the planned unit development and preliminary plat. In January 1983, the applicant chose to let the planned unit development expire. The development is now limited to single dwellings.

10-9-85:

1. Council approved and amended the 11-1-79 conditions of preliminary plat approval to read as follows:

a. A signed developer's agreement shall be submitted to the city engineer to assure construction of the following items:

(1) All internal improvements, including the two drainage ponds. (Phase I and II)

(2) That part of the pond on the adjacent town house property to the west. (Phase I)

(3) An outlet pipe from the southeast pond to the Mailand Road storm sewer. (Phase I)

(4) A ten-foot wide asphalt path, (eight feet if no fencing) between Lot 12, Block 2 and Lot 1, Block 3. Fencing will not be required if the trail is constructed prior to construction of the adjoining dwelling. (Phase I)

(5) A ten-foot wide asphalt trail (eight feet wide, if no fence and nine feet wide, if fenced on one side) along the west edge of the Williams Brothers' pipeline easement and on the walkway to be dedicated west of Lot 1, Block 5, Crestview Addition. (Phase I)

Fencing will not be required along the west side of the trail if it is constructed before an abutting dwelling is constructed. Fencing will also not be required along the east side of the trail provided the owners of the single dwelling properties unanimously agree that fencing is not necessary.

If fencing is installed, gates onto the trail from adjoining properties may be permitted, provided the property owner pays the costs of the gate. The type of fencing material shall be approved by the city parks' director.

Written permission from Williams Brothers' pipeline shall be submitted to the director of community development authorizing the trail on their easement.

The applicant shall eliminate the depression in the trail corridor, north of Mailand Road, to the maximum extent permitted by Williams Brothers' pipeline.

- TRAIL
- b. Approval of final grading and drainage plan by the city engineer. (Phase I and II)
  - c. Deed restrictions shall be approved by the city attorney and filed with each of the double-frontage lots, restricting drive access to the interior street. (Phase I)
  - d. The applicant shall deed Outlots A and B (storm water ponds) to the city or revise these outlots by extending the rear yards of adjacent lots and showing drainage easements over the areas presently shown as Outlots A and B. (Phase I)
  - e. The developer's agreement shall contain the erosion control procedures recommended by the soil conservation service in their report of March 26, 1979, except for Condition 1 on page 3. (Phase I and II)
  - f. Council vacation of the north three feet of the Mailand Road right-of-way. (Phase I)
  - g. Renaming "Lakewood Drive" and "Crestview Lane" to "Marnie Curve." All of the street addresses shall be for a north/south street. (Phase II)

h. Renaming "Marnie Street" and "Prescott Road" to Highpoint Curve." All of the street addressed shall be for a north/south street (Phase I).

i. The city approves the temporary use of crushed limestone for the streets, until they can be paved in the spring. The developer must sign an agreement that holds the city harmless from any liability caused by the use of crushed limestone, rather than paving (Phase I).

2. Council approved a one-year time extension for the portion of the Crestview Third Addition preliminary plat to be developed as the second phase (page 7 ).

3. Council vacated the north three feet of the Mailand Road right-of-way that abutted the entire preliminary plat site.

4. Council rezoned the entire preliminary plat site from F, farm to R-1, single dwelling.

12-9-85:

Council approved the Crestview Third Addition final plat first phase (page 8 ).

10-13-86:

Council approved a time extension for the unplatted portion of the Crestview Third Addition preliminary plat, subject to 10-9-85 conditions of approval.

#### Planning

Section 1005 (e) of the subdivision code provides that for one year following preliminary approval and for two years following final plat approval "unless the subdivider and the city agree otherwise, no amendment to the comprehensive plan or official control shall apply to or affect the use, development density, lot size, lot layout or dedication or platting required or permitted by the approved application. Thereafter, pursuant to its regulations, the city may extend the period by agreement with the subdivider and subject to all applicable performance conditions and requirements, or it may require submission of a new application, unless substantial physical activity and investment has occurred in reasonable reliance on the approved application and the subdivider will suffer substantial financial damage as a consequence of a requirement to submit a new application. In connection with a subdivision involving planned and staged development, the city may by resolution and agreement grant the rights referred to herein for such periods of time longer than two (2) years which it determines to be reasonable and appropriate."

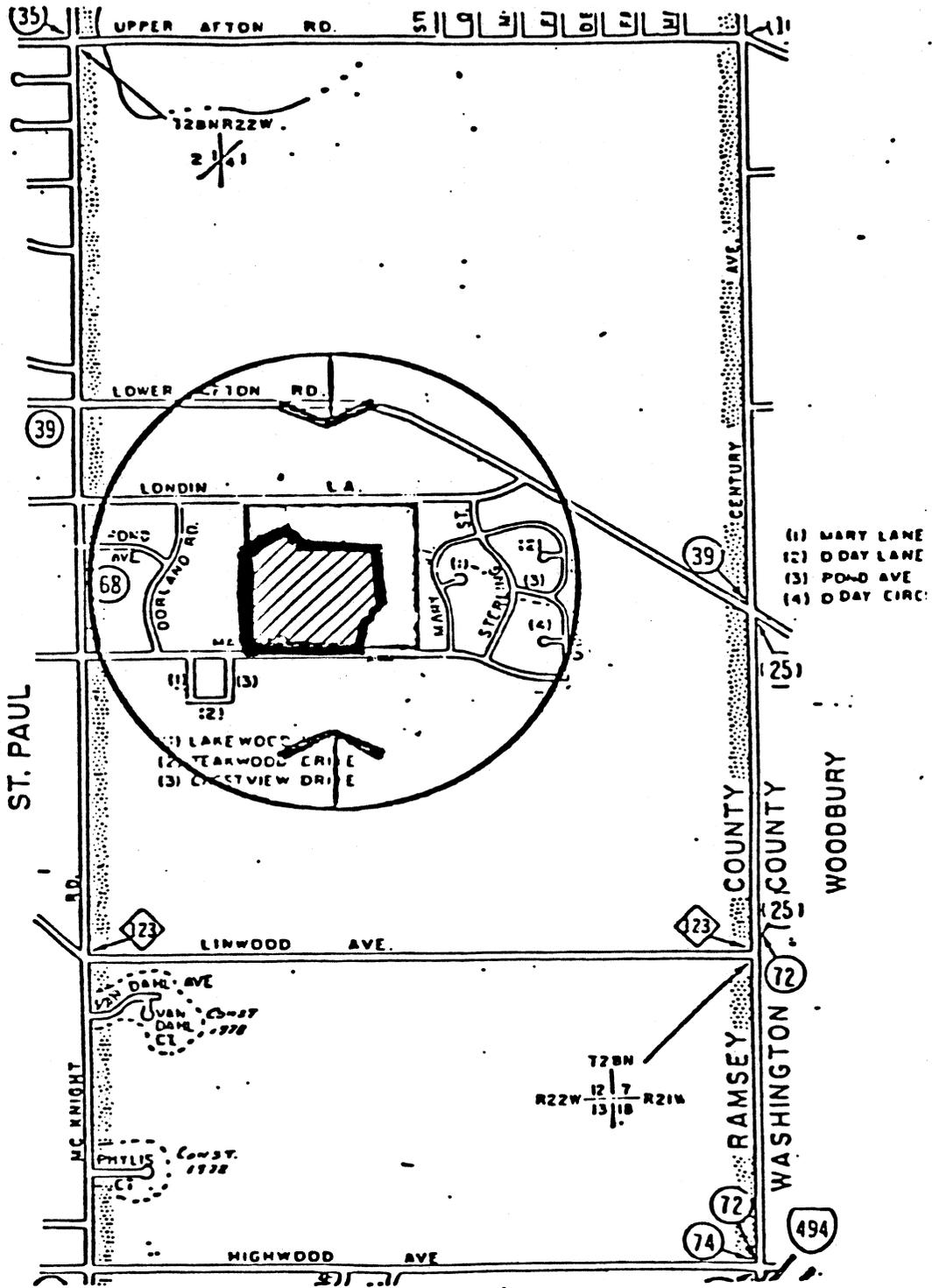
Procedure

City council decision

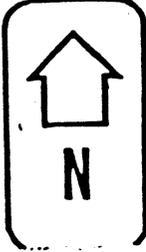
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Attachments

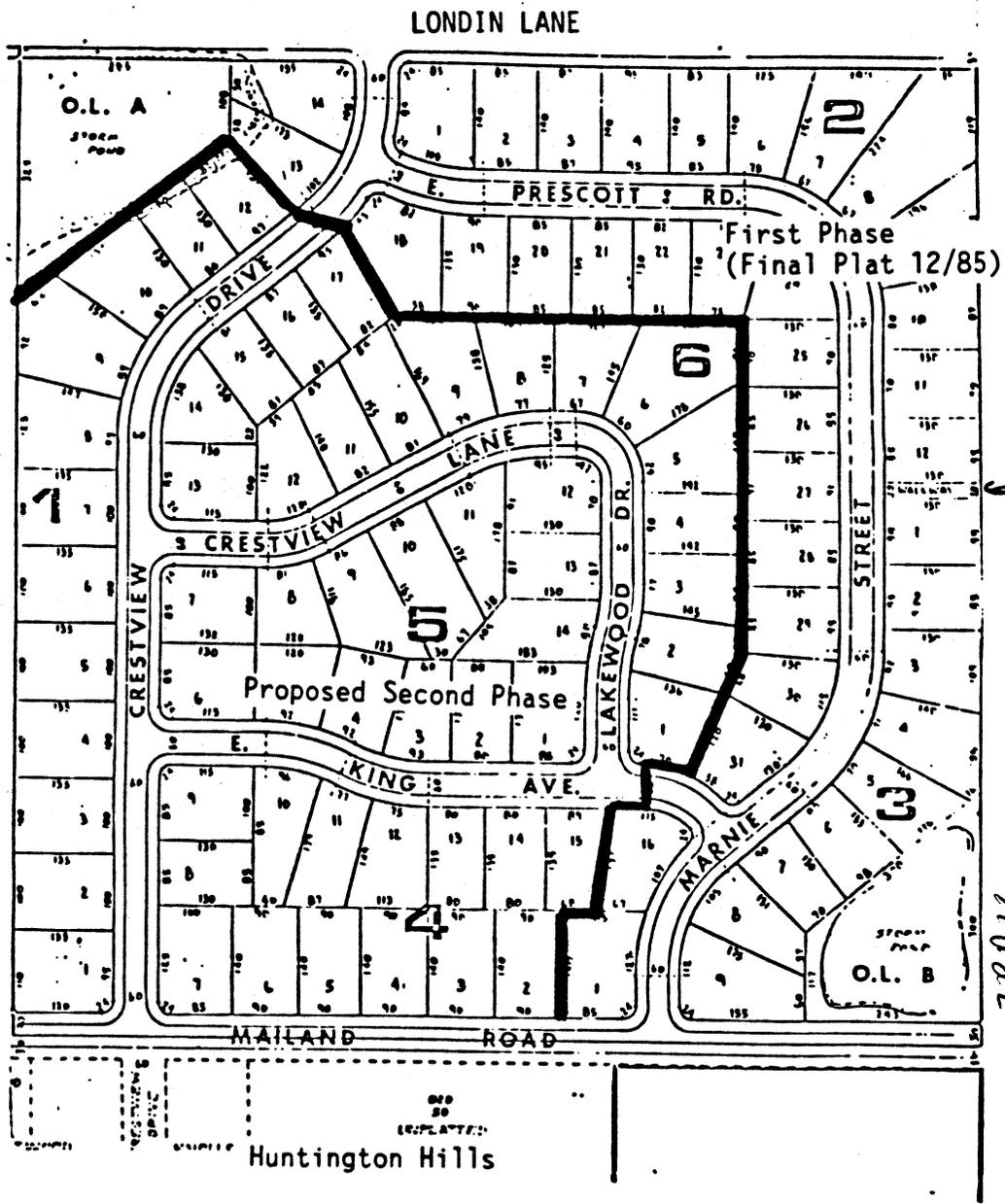
1. Location Map
2. Preliminary Plat
3. Final Plat (first phase)



LOCATION MAP



MAPLEWOOD'S TOWNHOUSES



CRESTVIEW FIRST AND SECOND ADDITIONS

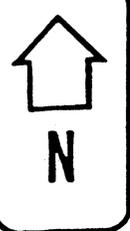
TRAIL

Huntington Hills

CITY PARK

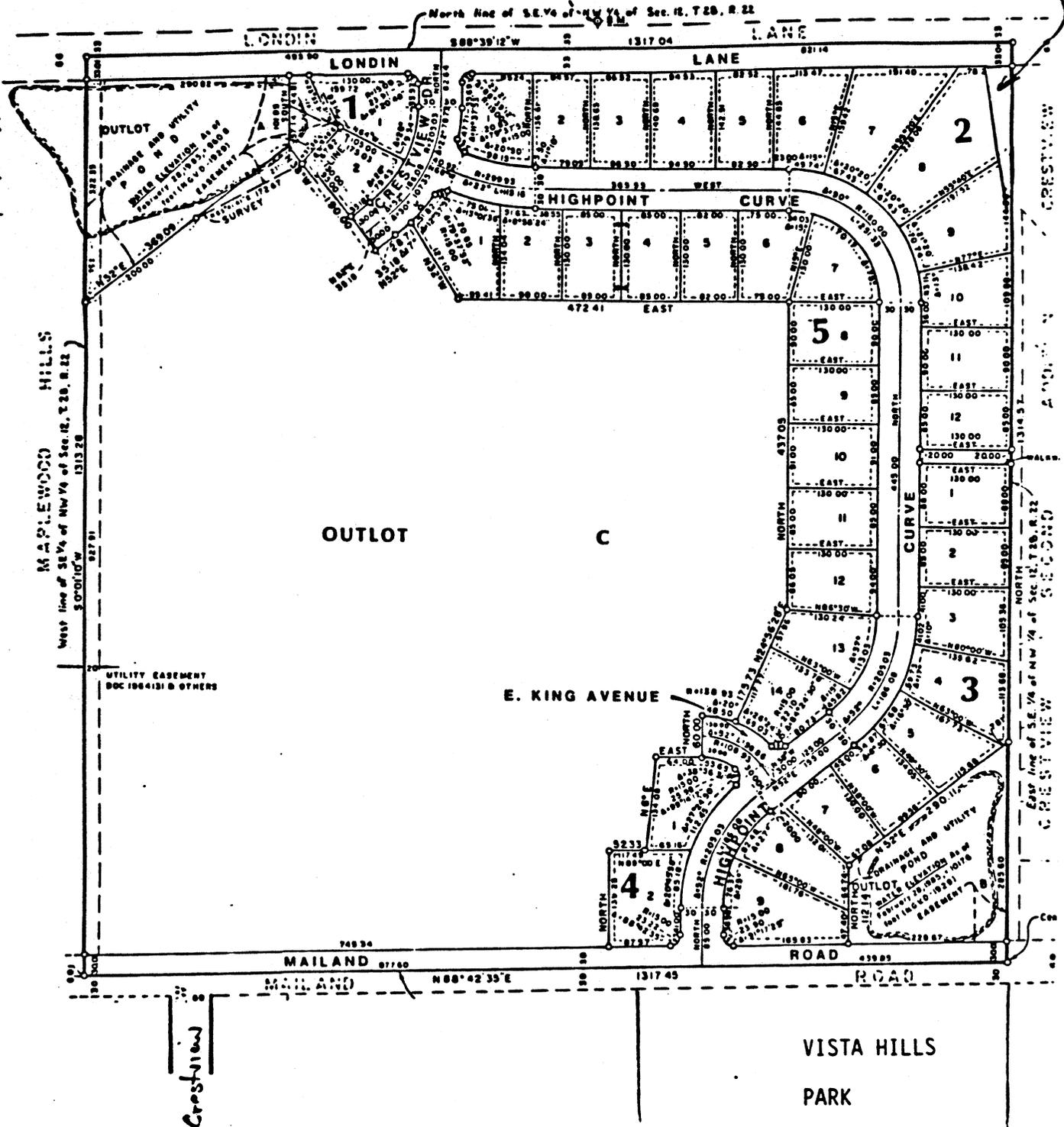
CRESTVIEW FOREST TOWN HOUSES

PRELIMINARY PLAT  
(Approved 11-1-79)



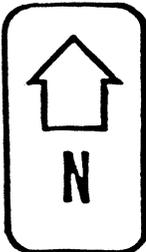
CONNEMARA

Walkway



CRESTVIEW THIRD ADDITION  
FINAL PLAT PROPOSAL

Attachment 3



Action by Council:

MEMORANDUM

Endorsed \_\_\_\_\_

Modified \_\_\_\_\_

Rejected \_\_\_\_\_

Date \_\_\_\_\_

TO: City Manager  
 FROM: Associate Planner--Johnson  
 SUBJECT: Final Plat  
 LOCATION: McKnight Road and Nebraska  
 APPLICANT/OWNER: Ed Cave and Sons, Inc.  
 PROJECT: Cave's Nebraska Second Addition  
 DATE: November 3, 1987

SUMMARY

Introduction

The applicant is requesting approval of Cave's Nebraska Second Addition final plat to create seventeen single-dwelling lots and five outlots.

Background

Council approved the final plat for the first phase of this development in August 1987. The remainder of the site (second addition) was conditioned upon the signing of a contract to construct a water main in McKnight Road. This contract was signed in October.

Recommendation

Approve Cave's Nebraska Second Addition final plat.

## REFERENCE

### Past Actions

4-13-87:

Council approved Cave's Nebraska Addition preliminary plat (page 5). The conditions that apply to that final plat are as follows:

1. All necessary contracts must be executed by the county for the construction of a trunk water main within McKnight Road before final plat application will be accepted for more than 28 lots. The remaining lots in Phase I may be final-platted after contracts are signed for the McKnight Road construction. (The contracts have been signed.)
2. A signed developer's agreement, with required surety, shall be submitted for all required public improvements. (Satisfied)
3. Submittal of final grading, drainage, erosion control and utility plans for approval by the city engineer. (Satisfied)

8-10-87:

Council approved the Cave's Nebraska Addition final plat (first phase of the preliminary plat--page 6).

10-26-87:

Council approved a revision to the Cave's Nebraska Addition preliminary plat (page 5). Two lots and an outlot were substituted for the previously approved south cul-de-sac. The U.S. Army Corps of Engineers would not permit a wetland to be filled for the cul-de-sac. The conditions of approval for the revised area of the preliminary plat (Cave's Nebraska Second Addition) are as follows:

1. An easement shall be shown on Outlot A that includes the wetland area--at or below an elevation of 998 feet.
2. Submit evidence that the sanitary sewer easement will be centered on the existing pipe.
3. Approval of final grading and erosion control plans. A 12-foot-wide driveway to each lot shall be shown on these plans.
4. The driveway to the south lot shall be located at least five feet from the south lot line and on the sanitary sewer easement. The driveway to the north lot shall be located five feet from the north line of the lot. This condition may be waived by the city if the Soil Conservation Service determines that this wetland is not needed for nutrient stripping.

5. Show a drainage easement over the wetland on Lots One and Two, except for the proposed driveways, or submit evidence from the Soil Conservation Service that this wetland is not needed for nutrient stripping.

jw

Attachments

1. Location Map
2. Preliminary Plat (original and revised)
3. First Addition Final Plat (8 1/2 x 11)
4. Second Addition Final Plat (8 1/2 x 11)
5. Second Addition Final Plat (separate enclosure)



VIII. NEW BUSINESS

A. Preliminary Plat: Cave's Nebraska 2nd Addition

Commissioner Rossbach moved approval of Cave's Nebraska Second Addition preliminary plat, subject to the following conditions being met before final approval:

1. An easement shall be shown on Outlot A that includes the wetland area--at or below an elevation of 998 feet.
2. Submit evidence that the sanitary sewer easement will be centered on the existing pipe.
3. Approval of final grading and erosion control plans. A 12-foot-wide driveway to each lot shall be shown on these plans.
4. The driveway to the south lot shall be located at least five feet from the south lot line and on the sanitary sewer easement. The driveway to the north lot shall be located five feet from the north line of the lot. This condition may be waived by the city if the Soil Conservation Service determines that this wetland is not needed for nutrient stripping.
5. Show a drainage easement over the wetland on Lots One and Two, except for the proposed driveways, or submit evidence from the Soil Conservation Service that this wetland is not needed for nutrient stripping.

Commissioner Fischer seconded

Ayes--Axdahl, Ayers, Barrett,  
Cardinal, Fischer, Larson, Rossbach,  
Sigmundik

B. Code Amendment: Swimming Pool Fencing

Commissioner Fischer moved approval of the amended ordinance regarding swimming pool fence requirements.

Commissioner Sigmundik seconded

Ayes--Axdahl, Ayers, Barrett,  
Cardinal, Fischer, Larson, Rossbach,  
Sigmundik

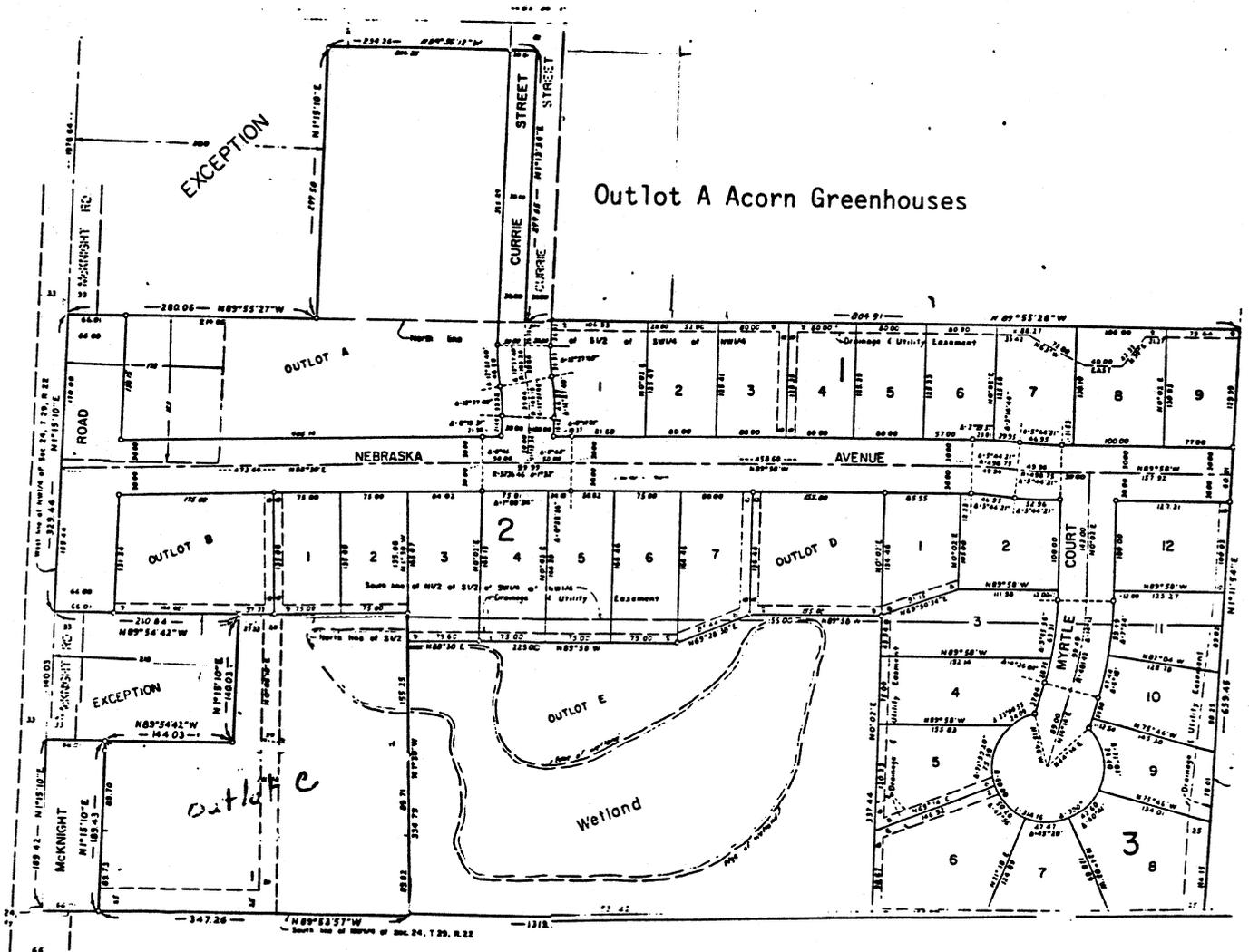
C. Harvest Park Expansion

Commissioner Rossbach moved that the Planning Commission find that the proposed acquisition of the Harvest Park Expansion is consistent with the park element of the city's comprehensive plan.

Commissioner Barrett seconded

Ayes--Axdahl, Ayers, Barrett,  
Fischer, Larson, Rossbach,  
Sigmundik

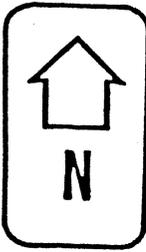
Abstention--Cardinal

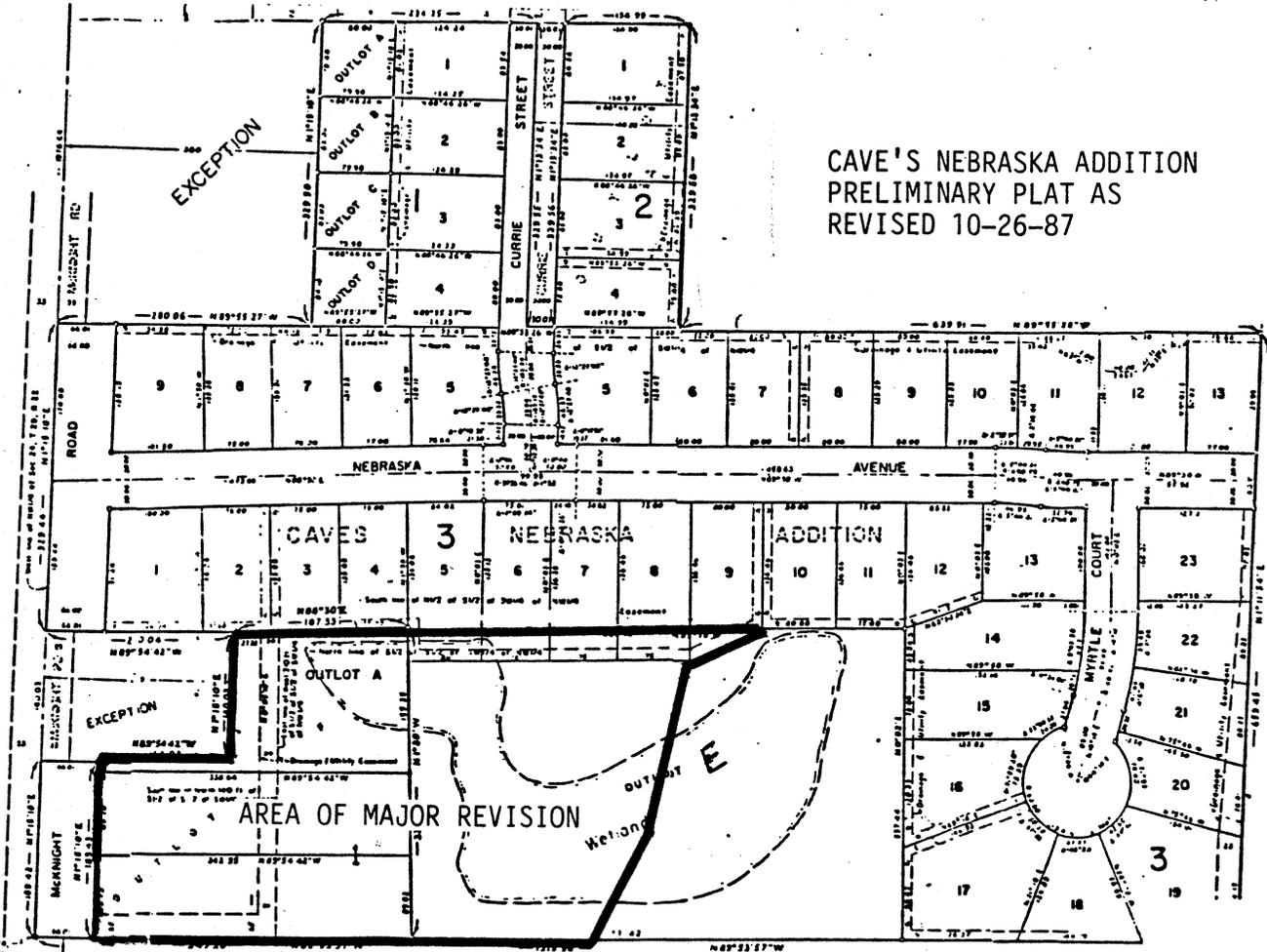


Outlots A, B and C to be developed once city water is available in McKnight Road.

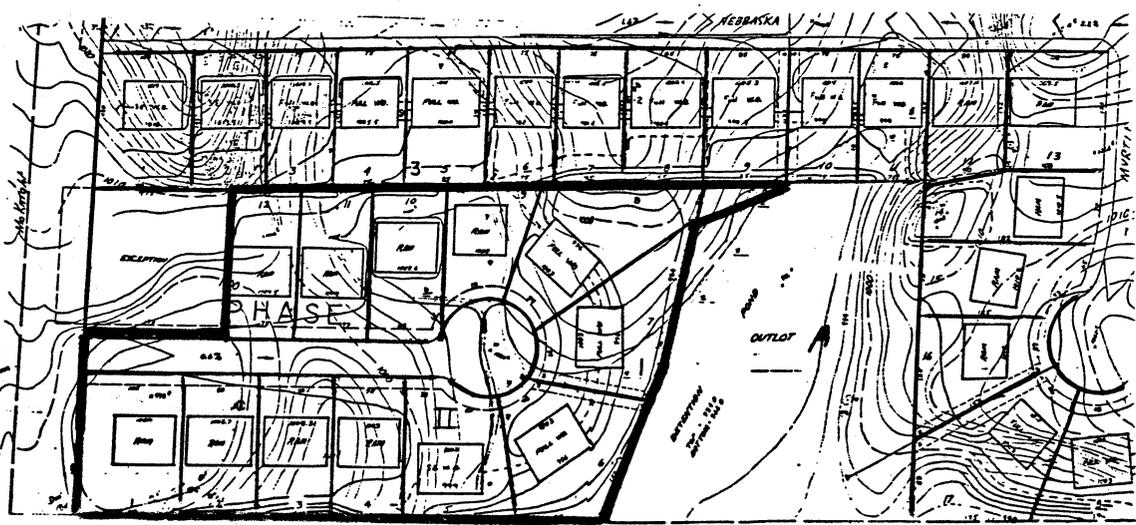
Outlots D and E are owned by the city for a mini park and storm drainage.

Final Plat  
Cave's Nebraska Addition



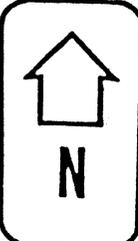


CAVE'S NEBRASKA ADDITION  
PRELIMINARY PLAT AS  
REVISED 10-26-87



SOUTHERLY PORTION OF CAVE'S  
NEBRASKA ADDITION PRELIMINARY  
PLAT AS APPROVED 4-13-87

CAVE'S NEBRASKA ADDITION  
PRELIMINARY PLAT



GENERAL ELECTION

November 3, 1987

CANDIDATE'S NAME	1	2	3	4	5	6	7	8	9	10	11	12	13	14	TOTAL
GARY BASTIAN	50	71	100	104	66	103	63	39	80	60	123	73	32	64	1028
DONALD CHRISTIANSON	53	91	96	66	97	87	42	30	77	43	123	23	57	52	931
DENNIS J. LARSON	67	40	101	105	56	46	30	10	64	49	50	32	26	61	737
GEORGE F. ROSSBACH	61	73	86	103	130	96	74	36	86	57	55	66	18	96	1037
TOM BARTHOLOMEW						1									1
ALBERT T. GOINS						1									1
LES AXPAHL	0														0
MIKE WASILUK	0														0
TOTAL NUMBER OF VOTERS	128	148	211	201	189	196	111	62	165	110	182	104	70	158	2035
TOTAL NO. OF REGISTERED VOTERS	1198	1173	1121	1357	799	1322	754	1029	1238	919	1607	934	418	1245	15116
	9	1173	1121	1357	799	1322	754	1029	1238	919	1607	934	418	1245	15116
	1207	1188	1128	1364	826	1334	753	1031	1296	932	1627	939	426	1269	15272
PERCENTAGE	11%	12%	19%	15%	23%	15%	15%	6%	13%	12%	11%	11%	16%	12%	13%

Action by Council:  
 Endorsed \_\_\_\_\_  
 Modified \_\_\_\_\_  
 Rejected \_\_\_\_\_  
 Date \_\_\_\_\_

EA-1

Action by Council:

MEMORANDUM

Endorsed \_\_\_\_\_  
Modified \_\_\_\_\_  
Rejected \_\_\_\_\_  
Date \_\_\_\_\_

TO: City Manager  
FROM: Randall Johnson, Associate Planner  
SUBJECT: HRA/HRC Appointment  
DATE: November 3, 1987

SUMMARY

Introduction

The Housing and Redevelopment Authority (HRA) and the chairman of the Human Resources Commission (HRC) have recommended that John Prey should be appointed as the liaison commissioner between their respective commissions.

Background

The previous liaison commissioner, Clemence Kwapick, has resigned. Mr. Prey would initially be appointed to fill out the remainder of Mr. Kwapick's term on each commission. The remainder of Mr. Kwapick's five-year HRA term expires March 1989. The HRC chairman needs to research their records to determine when Mr. Kwapick's HRC term expires.

Recommendation

Appoint John Prey to the HRC and to the HRA to serve as liaison between the two commissions. Appointment is for the remainder of Mr. Kwapick's term on each commission.

kd

Attachments

- 1. Cover Letter
- 2. Application

John V. Prey  
2370 Stillwater Avenue  
Apartment 204  
Maplewood, MN 55119

August 10, 1987

Mr. Geoff Olson, AICP  
Director of Community Development  
City of Maplewood  
1830 E. County Road B  
Maplewood, MN 55109

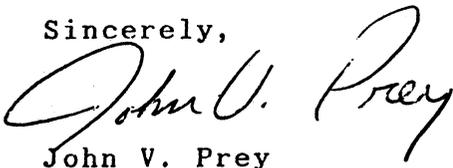
Re: PLANNING COMMISSION APPLICATION

Dear Geoff:

Enclosed for your consideration is my application for appointment to the City of Maplewood Planning Commission. Although my nine (9) years of employment experience in government was more extensive in the areas of housing and redevelopment, I certainly had considerable interaction and involvement with planning commissions as well.

I look forward to your consideration of my application and to being of service to the City of Maplewood.

Sincerely,



John V. Prey

Enclosure

MAPLEWOOD BOARDS & COMMISSIONS  
APPLICATION FORM

NAME John V. Prey Date 8-10-87

ADDRESS 2370 Stillwater Avenue, Apt. 204, Maplewood, MN 55119 Phone: Home 739-2523  
Work 224-1344

AGE 42 HOMEOWNER: YES        Number of Years as a Homeowner         
NO x Number of Years as a Resident 11 months

Would regular attendance at meetings be difficult: Yes        No x

On which board or commission are you interested in serving on? List 6, number 1 being first choice.

- |  |  |
|--|--|
| <u>6</u> COMMUNITY DESIGN REVIEW BOARD     | <u>5</u> PARK & RECREATION COMMISSION    |
| <u>1</u> HOUSING & REDEVELOPMENT AUTHORITY | <u>2</u> PLANNING COMMISSION             |
| <u>4</u> HUMAN RELATION COMMISSION         | <u>3</u> POLICE CIVIL SERVICE COMMISSION |

If this is a Renewal Application, total number of meetings held on your board or commission this past year?        How many have you missed?       

Education Bachelor of Science - University of Wisconsin Major: Economics  
Minor: Political Science

Present Occupation and Employer Structured Settlement Broker  
Tailored Awards, Inc. - St. Paul, MN Number of Years 11 months

New Applicants only: Previous job experience and employers. ( list last three).  
Business/Real Estate Consultant - Self Employed  
Financial Consultant - Westcott Corporation  
Community Development Director - City of Wausau, Wisconsin

List Organizations or Clubs in the Community in which you have been, or are an active participant. Elks, Optimists, Chamber of Commerce, Private Industry Council, Historical Society, Beautification Commission - All in Wausau, Wisconsin

Background experience in any of the Boards or Commissions, If any.  
None in the City of Maplewood - New Resident

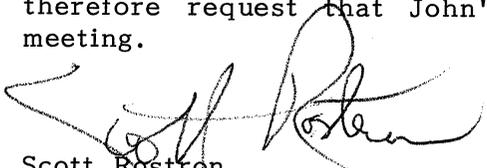
Why would you like to serve on any of these boards or commissions?  
I feel that my experience in government and the private sector coupled with my desire to contribute to the community I live in will be valuable assets in my service to the City of Maplewood.

Additional Comments.  
In addition to my experience as Community Development Director for the City of Wausau, Wisconsin, I also served as Urban Renewal Planner for the City of Green Bay, Wisconsin and the First Executive Director of the Redevelopment Authority in Fond du Lac, Wisconsin.

Mayor John Greavu  
City Council

The Maplewood Human Relations Commission has voted to recommend John Prey for appointment by the city council to the Commission. A concomitant appointment to the HRA will enable John to fulfill a liaison need between the HRA and the HRC.

At the same time the commission is advertising to fill two additional vacancies. Our past experience indicates we will not get a sufficient response from the notice to fill all vacancies at this time, and therefore request that John's appointment be processed at your next meeting.



Scott Rostron  
Chair, Human Relations Commission

SR:sa

MEMORANDUM

Action by Council:

TO: City Manager  
 FROM: Director of Community Development  
 SUBJECT: Code Amendment (Metal Storage Buildings)  
 DATE: November 3, 1987

Endorsed \_\_\_\_\_  
 Modified \_\_\_\_\_  
 Rejected \_\_\_\_\_  
 Date \_\_\_\_\_

SUMMARY

Introduction

Council tabled second reading of this ordinance at the last meeting to revise the ordinance to allow pole buildings with attractive metal exteriors, while restricting the typical "pole barn".

Background

This request arose from the proposal by the Minnesota Department of Transportation to erect a metal pole building at their highway maintenance facility at 1779 McMenemy Street. George's Auto Body would like to construct a metal pole building in business commercial zone. (See attached letter.)

The current ordinance allows metal pole buildings in farm districts and as backyard storage sheds only. The proposed ordinance redefines metal pole buildings as metal storage buildings. This would allow pole buildings with attractive exteriors, that are not storage buildings, to be built in manufacturing and commercial zones. Metal storage buildings, commonly called "pole barns", would only be allowed outside of farm zones if they were not visible from residential zones or public streets. The community design review board will continue to review the design of all commercial buildings to assure they are attractive.

The city council has approved of this situation in the past. On May 23, 1983, council approved a variance for Zuercher Well Drilling at 2483 Highway 61, to construct a metal pole building in an M-1 district, since:

1. The proposed building would be concealed behind the existing buildings and not in view from the highway.
2. The proposed building would be compatible with the area and would not impact adjacent development.

Recommendation

Adoption of the ordinance amendment on page 2.

kd

Attachments

1. Proposed Ordinance
2. Letter
3. Survey

ORDINANCE NO.

AN ORDINANCE REGULATING METAL STORAGE BUILDINGS

THE MAPLEWOOD CITY COUNCIL HEREBY ORDAINS AS FOLLOWS:

Section 1. Sections 9-6 (a) and (b), metal pole buildings, are amended as follows (additions are underlined and deletions are crossed out):

Sec. 9-6 Metal ~~pole~~ storage buildings.

(a) It shall be unlawful to erect a metal storage building in the city which is of a design commonly referred to as a "~~metal pole building,~~" "pole barn" or "agri-building", unless such building:

1) would be located in a F, farm residence district, ~~or unless such building-~~

2) is a metal storage building commonly used as a back yard storage shed, or

3) is located in a BC, business commercial, M-1, light manufacturing or M-2, heavy manufacturing district and is substantially screened so as to be 80% opaque as viewed from residentially-zoned land or streets. If the screening is removed or dies and is not replaced, the city council may require removal of the building. If the value of the building exceeds \$25,000, the city council shall allow at least a five-year amortization period.

(b) Special architectural design and nonmetal decorative modifications may be required by the city.

~~(b) Buildings having metal exteriors, but not being of the typical pole building design, may only be allowed in areas zoned F, farm residence, BC, business commercial, M-1, light manufacturing and M-2, heavy manufacturing. Special architectural design and nonmetal decorative modifications may be required to assure compatibility with community development.~~

Should any dispute arise over the classification of a proposed metal building, the director of community development shall determine whether the proposed metal building fits into the "~~metal pole building~~" "pole barn" category. Appeals of the director's decision shall be made to the city council for a determination of building type.

Section 2. This ordinance shall take effect upon its passage and publication.

Passed by the Maplewood  
City Council this        day  
of                                , 1987

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

Ayes--  
Nays--

10.21 '87

October 16, 1987

City of Maplewood  
Geoff Olson, AICP  
Director of Community Development  
1830 East County Road B.  
Maplewood, Minnesota 55109

Dear Mr. Olson:

I own and operate an auto body repair business in the Mpalewood area and would like to construct a metal structural building behind my present location. The metal building would be used to store auto parts and vehicles which are currently being stored outside and are targets of theft and/or vandalism. The metal building would be located behind my present shop in a commercial area and would not be visible from the street or the neighboring residential area.

I understand that before this type of construction can be approved, the Business/Commercial code sections must be amended. I would like to work with you and the City of Maplewood to obtain the necessary approvals.

If you have any questions please feel free to contact me. I would very much like to start construction in 1987 and would appreciate any recommendations you may have.

Sincerely,



George M. Hirsch  
c/o Georges Body Shop  
1225 Frost Avenue  
Maplewood, Minnesota 55109

SURVEY

Do you have any special restrictions on metal buildings?

Coon Rapids	No ordinance, but reviewed by the planning commission
Roseville	" " " " " " " "
Burnsville	" " " " " " " "
Plymouth	" " " " " " " "
Brooklyn Center	" " " " " " " "
Fridley	No ordinance
Blaine	Yes, restricted to farm zones
Crystal	No ordinance
New Brighton	" "
Golden Valley	Yes, metal buildings not allowed
Apple Valley	No ordinance, but reviewed by the planning commission
So. St. Paul	No ordinance, allowed in industrial districts by the planning commission
Columbia Hgts.	No ordinance
Cottage Grove	Yes, restricted to farm zones
Shoreview	No ordinance, but reviewed by the planning commission
Oakdale	No ordinance
Woodbury	" "
Little Canada	Restricted to light industrial
Vadnais Hgts.	" " " "
St. Paul	No ordinance

VI. DESIGN REVIEW

A. Plan Review and Code Amendment - MnDOT Equipment Storage Building-  
1779 McMenemy Street

Bruce Hanson, superintendent for MnDOT, was present at the meeting.

Board Member Marlow moved approval of a code amendment to permit metal pole buildings in manufacturing districts when they would be buffered from residential properties.

Board Member Kochsiek seconded                   Ayes--all

Board Member Marlow moved approval of plans date-stamped August 14, 1987 for a 56- by 160-foot metal storage building for MnDOT at 1779 McMenemy Street. Approval is subject to:

1. Approval of a conditional use permit by the city council.
2. Amendment of the metal building ordinance by the city council to allow this structure.
3. If construction has not begun within two years of approval, board review shall be repeated.
4. Grading, drainage and utility plans shall be subject to the city engineer's approval.

Board Member Kochsiek seconded                   Ayes--all

B. Plan Review - Superamerica - English Street and Highway 36

George Kuprian, attorney representing Superamerica and Roman Mueller, engineer representing Superamerica, were present at the meeting. Mr. Mueller said the north drive could be closed but the south drive would need to be moved slightly. Mr. Kuprian requested a cost breakdown and requirements of Item 11 of the staff recommendation. Secretary Ekstrand referred him to the city engineer. Mr. Gary Gerke, 1252 Cope Avenue, spoke in opposition to the proposal.

Board Member Erickson moved approval of the site plan for Superamerica at the southeast corner of English Street and Highway 36, subject to the following conditions:

1. The site plan shall be resubmitted for final approval by the board incorporating the following revisions:
  - a. Move the gas pumps to the north and place the building between the pumps and the south lot line.
  - b. Eliminate the northerly curb cut and redesign the south radius of the southerly curb cut so that it does not extend in front of the adjacent property.

(5) Construction of a 100-foot-diameter temporary cul-de-sac, if the applicant chooses to phase the site improvements.

3. Approval of the resolution to rezone this site and 810 McKnight Road from F, farm residence, to R-1, single dwelling, to eliminate the potential of any farm-related activities such as the raising of livestock causing a nuisance in this residential area.

Commissioner Sletten seconded

Ayes—Axdahl, Barrett, Fiola,  
Goins, Larson, Rossbach, Sigmundik,  
Sletten

Nayes—Ayers, Cardinal, Fischer

D. Code Amendment: Metal Pole Buildings

Commissioner Goins moved adoption of the ordinance amendment allowing metal pole buildings in manufacturing districts when found to be substantially screened so as to be 80% opaque as viewed from residentially-zoned land or streets.

Commissioner Rossbach seconded

Ayes—Axdahl, Ayers, Barrett,  
Fiola, Fischer, Goins, Larson,  
Rossbach, Sigmundik, Sletten

Abstention—Cardinal

E. Conditional Use Permit: 1773 McMenemy (MnDOT)

Commissioner Larson moved adoption of the resolution approving a conditional use permit to construct an equipment storage building at 1779 McMenemy Street. Approval is based on the findings required by code and subject to:

1. Adherence to the site plan dated August 14, 1987, unless a change is approved by the Community Design Review Board.
2. The type of building must conform to Section 9-6 of city code pertaining to metal buildings.

Commissioner Barrett seconded

Ayes—Axdahl, Ayers, Barrett,  
Cardinal, Fiola, Fischer, Goins,  
Larson, Rossbach, Sigmundik,  
Sletten

F. Code Amendment: Planning Fees

Commissioner Fischer moved approval of the ordinance increasing planning fees by 4.5%.

Commissioner Sletten seconded

Ayes—Axdahl, Ayers, Barrett,  
Cardinal, Fiola, Fischer, Goins,  
Larson, Rossbach, Sigmundik,  
Sletten

Action by Council:

**BANNIGAN & KELLY, P.A.**

ATTORNEYS AT LAW  
409 MIDWEST FEDERAL BUILDING  
5TH AND CEDAR  
SAINT PAUL, MINNESOTA 55101  
(612) 224-3781

Endorsed \_\_\_\_\_  
Modified \_\_\_\_\_  
Rejected \_\_\_\_\_  
Date \_\_\_\_\_

JOHN F. BANNIGAN, JR.  
PATRICK J. KELLY

November 4, 1987

JANET WILEBSKI  
LEGAL ASSISTANT

Mr. Michael McGuire  
City Manager  
Maplewood City Hall  
1830 East County Road B  
Maplewood, MN 55109

Re: **Dispute Resolution Center**

Dear Mr. McGuire:

Please refer to item agenda I-5. The Dispute Resolution Center was requesting a "voluntary contribution of \$250.00 from each city within Ramsey County."

At the City Council meeting I advised the Council that any expenditure of public funds must be for public purposes if the results will be beneficial to the inhabitants of the community as a whole and if it is directly connected with the government of the City.

According to Attorney General Opinion No. 99, 1934, that "any expenditures for a donation to any person, corporation or private institution not under the direct control of the City is illegal."

The representative from the Dispute Resolution Center, Robert Friedlander, indicated that the City should enter a contract with the Dispute Resolution Center. The matter was tabled for future research.

Subsequently I have received a letter dated October 30, 1987 from Mr. Friedlander suggesting two alternatives, sepcifically:

- 1) A contract for services between the City of Maplewood and Dispute Resolution Center;
- 2) The City of Maplewood making a grant for \$250.00 to the center pursuant to Minnesota Statute 494.04(1).

It appears that this particular center must meet the guidelines as stated in M.S.A. 494.01 and the program should be administered by the State Court Administrator's office.

Mr. Michael McGuire

Page Two

Novmeber 4, 1987

In summary, if the center meets the parameters of 494.01, then a grant may be possible or a contract established. However, I would caution entering a contract with these individuals based on exposure to liabilities, acting as an agent with the municipality.

Sincerely,

BANNIGAN & KELLY, P.A.

A handwritten signature in black ink, appearing to read "Patrick J. Kelly", written over the typed name below.

Patrick J. Kelly

PJK:ks

MEMORANDUM

Action by Council:

Endorsed \_\_\_\_\_  
Modified \_\_\_\_\_  
Rejected \_\_\_\_\_  
Date \_\_\_\_\_

TO: City Manger  
FROM: Director of Community Development  
SUBJECT: Code Amendment--Swimming Pool Fences  
DATE: October 13, 1987

The attached letter from Martha Wells states that the city's minimum fence height of four feet for swimming pools is inadequate and chain link fencing should not be allowed. The city does allow chain-link fencing. Staff surveyed 27 other cities. The survey shows that four feet is the most common minimum fence height. Also, 23 out of the 27 cities allow chain-link fences. The director of public safety has no record of an accident caused by a child climbing a swimming pool fence. Therefore, no change in our current policy is recommended. The ordinance, however, should be updated to reflect our current policy.

Recommendation

Approve the attached ordinance.

mb

Attachments:

- 1. Letter
- 2. Survey
- 3. Ordinance

Martha A. Wells  
436 Highpoint Curve  
Maplewood, Minnesota 55119

July 23, 1987

Dear Mr. Swann,

I recently called the Maplewood city office, to learn about our ordinances regarding fences around swimming pools. I learned that the pool must be fenced by a 4 foot, non-climbable fence. I feel that this is inadequate, and chain link fences should be banned (Have you ever seen a child climb a chain link fence?) Apparently, we have no ordinance for above ground pools.

We have two new pools in our neighborhood, with many small children, and I would hate to see an accident. So, I am in favor of a stricter fencing ordinance.

Yours truly,  
Martha A. Wells

P.S. - One of the pools is above-ground, with no fence.

<u>City</u>	<u>Height</u>	(Must meet minimum height requirement) <u>Chain Link OK</u>	No fence for above-ground pool if it meets <u>minimum height requirement</u>	Fence around lot OK if it meets requirements for <u>pool fence</u>
Maplewood	4 feet	x	x	x
Coon Rapids	4 feet	x	x	x
Roseville	5 feet	x	x	x
Burnsville	4 feet	x	x	x
Plymouth	5 feet	x	fence needed	x
Brooklyn Center	4 feet	x	x	x
Fridley	6 feet	x	x	x
Blaine	4 feet	x	x	x
Crystal	4 feet	x	x	x
New Brighton	5 feet	x	x	x
New Hope	4 feet	x	fence needed	x
Golden Valley	5 feet	x	fence needed	x
White Bear Lake	4 feet above ground 6 feet in ground	x	x	x
Apple Valley	6 feet			
South St. Paul	5 feet	No chain link	4 feet above ground X no fence needed	x
Eagan	No fence required			

<u>City</u>	<u>Height</u>	(Must meet minimum height requirement) <u>Chain Link OK</u>	<u>No fence for above-ground pool if it meets minimum height requirement</u>	<u>Fence around lot OK if it meets requirements for pool fence</u>
Maple Grove	5 feet	No chain link	x 3 feet or greater depth fence required	x
Columbia Heights	5 feet	x		x
Cottage Grove	4 feet	x	x	x
West St. Paul	6 feet	x	x	x
Shoreview	4 feet	x	x	x
North St. Paul	4 feet	x	x	x
Oakdale	4 feet	x	x	x
Woodbury	4 feet	x	x	x
Newport	4 feet	x	x	x
Little Canada	4 feet	x	x	x
Vadnais Heights	4 feet	x	above ground OK if 3 feet deep or less--deeper needs a fence	x
St. Paul	4 feet	x		x

Median height 4 feet

23 of 27 cities allow chain link fence

19 of 27 cities do not require fence

25 of 27 cities accept a perimeter fence

ORDINANCE NO.

AN ORDINANCE AMENDING THE SWIMMING POOL FENCE REQUIREMENTS

THE MAPLEWOOD CITY COUNCIL DOES HEREBY ORDAIN AS FOLLOWS: (Additions underlined and deletions crossed out):

Section 1. Section 31-5 (8) is hereby amended as follows:

~~(8) A safety fence set back a distance of at least four (4) feet from the edge of the water surface or pool side of a nonclimbable type of at least four (4) feet in height shall completely enclose the pool from ground level up to the minimum four (4) foot height.~~

(8) All pools shall be surrounded with a nonclimbable or chain-link fence of at least four feet in height. This fence must be set back at least four feet from the water surface. The walls of an above-ground pool may substitute for a fence. A fence surrounding a yard may also be used to meet this requirement.

Section 2. This ordinance shall take effect upon its passage and publication.

Passed by the Maplewood City Council

on \_\_\_\_\_, 1987.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Ayes--

Nays--

VIII. NEW BUSINESS

A. Preliminary Plat: Cave's Nebraska 2nd Addition

Commissioner Rossbach moved approval of Cave's Nebraska Second Addition preliminary plat, subject to the following conditions being met before final approval:

1. An easement shall be shown on Outlot A that includes the wetland area--at or below an elevation of 998 feet.
2. Submit evidence that the sanitary sewer easement will be centered on the existing pipe.
3. Approval of final grading and erosion control plans. A 12-foot-wide driveway to each lot shall be shown on these plans.
4. The driveway to the south lot shall be located at least five feet from the south lot line and on the sanitary sewer easement. The driveway to the north lot shall be located five feet from the north line of the lot. This condition may be waived by the city if the Soil Conservation Service determines that this wetland is not needed for nutrient stripping.
5. Show a drainage easement over the wetland on Lots One and Two, except for the proposed driveways, or submit evidence from the Soil Conservation Service that this wetland is not needed for nutrient stripping.

Commissioner Fischer seconded

Ayes--Axdahl, Ayers, Barrett,  
Cardinal, Fischer, Larson, Rossbach,  
Sigmundik

B. Code Amendment: Swimming Pool Fencing

Commissioner Fischer moved approval of the amended ordinance regarding swimming pool fence requirements.

Commissioner Sigmundik seconded

Ayes--Axdahl, Ayers, Barrett,  
Cardinal, Fischer, Larson, Rossbach,  
Sigmundik

C. Harvest Park Expansion

Commissioner Rossbach moved that the Planning Commission find that the proposed acquisition of the Harvest Park Expansion is consistent with the park element of the city's comprehensive plan.

Commissioner Barrett seconded

Ayes--Axdahl, Ayers, Barrett,  
Fischer, Larson, Rossbach,  
Sigmundik

Abstention--Cardinal

10.23.87

LAW OFFICES  
**BRIGGS AND MORGAN**  
PROFESSIONAL ASSOCIATION

Approved by Council:

2200 FIRST NATIONAL BANK BUILDING  
SAINT PAUL, MINNESOTA 55101

Endorsed \_\_\_\_\_  
Modified \_\_\_\_\_  
Rejected \_\_\_\_\_  
Date \_\_\_\_\_

TELEPHONE (612) 291-1215  
TELECOPIER (612) 222-4071

INCLUDING THE FORMER FIRM OF  
LEVITT, PALMER, BOWEN, ROTMAN & SHARE

October 21, 1987

Mr. Geoff Olson  
City of Maplewood  
1830 East County Road B  
Maplewood, Minnesota 55109

Re: The Housing and Redevelopment Authority  
of the City of Saint Paul Hospital Revenue  
Bonds, Series 1987 (HealthEast Project)

Dear Geoff:

As you may recall, on August 10, 1987, the Maplewood City Council approved a proposal from HealthEast that the St. Paul Housing and Redevelopment Authority issue bonds (the "1987 Bonds"), a portion of which would be used to escrow discharge the City of Maplewood's Hospital Revenue Bonds (Health Resources Hospital Corporation), Series 1983 (the "1983 Bonds") and its Tender Option Hospital Revenue Bonds (Health Resources Hospital Corporation), Series 1985 (the "1985 Bonds").

When the 1985 Bonds were issued, the proceeds were deposited in an escrow, to be used to repay the 1985 Bonds under certain conditions, or otherwise to discharge a portion of the 1983 Bonds. To effectuate the discharge of both the 1983 Bonds and the 1985 Bonds, the existing funds in the escrow will be used to discharge the portion of the 1983 Bonds for which the escrow was earmarked, and to use 1987 Bond proceeds to discharge the remaining portion of the 1983 Bonds and all of the 1985 Bonds.

Enclosed please find the following documents which are necessary to accomplish the escrow discharge as contemplated:

- 1. First Supplemental Bond Trust Indenture, with respect to the 1983 Bonds;

BRIGGS AND MORGAN

Mr. Geoff Olson  
Page Two  
October 21, 1987

2. First Supplemental Bond Trust Indenture,  
with respect to the 1985 Bonds;
3. Amended and Restated Escrow Trust Fund Agreement;  
and
4. Proposed form of Resolution of the City  
Council of the City of Maplewood, approving the documents  
and authorizing their execution.

We would like to have this matter placed on the agenda of the City Council's November 9, 1987 meeting. Please do not hesitate to call me if you have any questions or would like me to attend the November 9 meeting of the City Council.

Very truly yours,

  
Mary L. Ippel

MLI:ckh  
Enclosures

TLS: 10/02/87  
567N

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FIRST SUPPLEMENTAL  
BOND TRUST INDENTURE

by and between

THE CITY OF MAPLEWOOD, MINNESOTA

and

FIRST TRUST COMPANY, INC.,  
(formerly FIRST TRUST COMPANY OF SAINT PAUL)

as Trustee

---

Dated as of \_\_\_\_\_, 1987

---

Relating to the Issuance by the  
City of Maplewood of its \$37,485,000  
Hospital Revenue Bonds, Series 1983  
(Health Resources Hospital Corporation)

---

---

This Instrument Drafted By:

BRIGGS AND MORGAN, P.A.  
W-2200 First National Bank Building  
St. Paul, MN 55101

FIRST SUPPLEMENTAL  
BOND TRUST INDENTURE

THIS FIRST SUPPLEMENTAL BOND TRUST INDENTURE, dated as of \_\_\_\_\_, 1987 (the "First Supplemental Bond Indenture") by and between THE CITY OF MAPLEWOOD, MINNESOTA, a body corporate and politic and political subdivision of the State of Minnesota (the "City") and FIRST TRUST COMPANY, INC., (formerly FIRST TRUST COMPANY OF SAINT PAUL), a Minnesota corporation, as Trustee (together with any successor under Article IX of the Bond Indenture described below, hereinafter referred to as the "Trustee") amends and supplements that certain Bond Trust Indenture dated as of December 1, 1983 between the City and the Trustee (the "Original Bond Indenture") (the Original Bond Indenture and First Supplemental Bond Indenture being hereinafter collectively referred to as the "Bond Indenture")

WITNESSETH:

WHEREAS, pursuant to the Original Bond Indenture, the City issued \$37,485,000 aggregate principal amount of its Hospital Revenue Bonds (Health Resources Hospital Corporation), Series 1983 (the "1983 Bonds") for the benefit of Health Resources Hospital Corporation (the "Corporation"); and

WHEREAS, pursuant to an Indenture of Trust dated December 1, 1985 (the "1985 Indenture"), between the City and the Trustee, the City issued \$24,995,000 aggregate principal amount of its Tender Option Hospital Refunding Bonds, Series 1985 (Health Resources Hospital Corporation Project) (the "1985 Bonds") for the benefit of the Corporation; and

WHEREAS, section 7-1(1)(B)(ii) of the Original Bond Indenture provides for escrow discharge of the 1983 Bonds upon

deposit, by the City or the Corporation as trust funds with the Trustee, of cash and/or securities of a type permitted by Minnesota Statutes, Section 475.67, Subdivision 8, which do not permit the redemption thereof at the option of the issuer, the principal of, premium, if any, and interest on which when due (or upon the redemption thereof at the option of the holder), will, without reinvestment, provide cash which together with the cash, if any, deposited with the Trustee at the same time, shall be sufficient to pay and discharge the entire indebtedness of the 1983 Bonds not theretofore cancelled by the Trustee or delivered to the Trustee for cancellation by the payment of interest and principal (and premium, if any) of the 1983 Bonds which have become due and payable or which shall become due at their stated maturity or redemption date, as the case may be, and which are to be discharged pursuant to the terms of the Original Bond Indenture; and

WHEREAS, provision was made for the payment under certain conditions of \$24,995,000 aggregate principal amount of the 1983 Bonds pursuant to the terms of an ESCROW TRUST FUND AGREEMENT (the "Original Escrow Trust Agreement"), originally dated as of December 1, 1985, and made by and among the City, the Hospital, and the Trustee; and

WHEREAS, pursuant to an Indenture of Trust between The Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (the "HRA") as issuer, and Marquette Bank Minneapolis, N.A., as trustee, the HRA proposes to issue up to \$160,000,000 aggregate principal amount of its Hospital Revenue Bonds, Series 1987 (HealthEast Project) (the "1987 Bonds"), a portion of which will be used to provide moneys sufficient (when aggregated with funds already held in the escrow (the "Original Escrow Trust Fund") created under the Original Escrow Trust Agreement) to discharge all of the 1983 Bonds and all of the 1985 Bonds; and

WHEREAS, section 7-1(1)(B)(ii) of the Original Bond Indenture did not contemplate or provide that securities might be held in a common escrow fund for the benefit of the 1983 Bonds and another series of bonds; and

WHEREAS, the City and the Corporation desire that the Trustee act as escrow agent with respect to both the 1983 Bonds and the 1985 Bonds, in addition to its capacities as trustee of the 1983 Bonds and 1985 Bonds, and that in such capacities, the Trustee hold various securities in a common escrow trust fund for the benefit of the holders of the 1983 Bonds and 1985 Bonds; and

WHEREAS, the City and the Corporation desire to amend the Original Bond Indenture and the 1985 Indenture to provide that

the Trustee may hold such securities, on the terms and conditions hereinafter specified; and

WHEREAS, it is intended that the Original Bond Indenture be amended, to permit the addition to the Original Escrow Trust Fund of certain of the proceeds from the sale of the 1987 Bonds, which proceeds shall be set aside irrevocably in trust for the sole benefit of the holders and owners of the 1983 Bonds and the 1985 Bonds for the further purposes set forth herein, and such proceeds shall not be used for any other purpose or in any other manner for the benefit, directly or indirectly, of the City or the Corporation, nor shall such proceeds be considered to be the property of either, in any manner;

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL BOND INDENTURE FURTHER WITNESSETH that the City and the Trustee hereby agree and covenant for the equal and ratable benefit of the respective holders, from time to time, of the 1983 Bonds, or any part thereof, as follows:

## ARTICLE I

Section 1B.00. Effect of this First Supplemental Bond Indenture. Except as expressly provided to the contrary herein, all of the terms, provisions and covenants contained in the Original Bond Indenture shall remain in full force and effect.

Section 1B.01. Definitions. All capitalized terms used but not otherwise defined in this First Supplemental Bond Indenture shall have the meanings assigned to such terms in the Original Bond Indenture, unless the context clearly requires otherwise.

## ARTICLE II

### Discharge of Bonds; Rule of Construction

Article VII of the Original Bond Indenture is hereby amended by adding a section which shall read as follows:

"Section 7-6. Rule of Construction. For purposes of effectuating discharge of the Bonds under this Article Seven, securities intended to satisfy the conditions for discharge shall be deemed held in trust by the Trustee for such purpose so long as (i) the Trustee (acting as the Trustee or an escrow agent), or any other escrow agent who satisfies the criteria for qualifying as a successor Trustee, is holding the securities in trust for the benefit of the Holders of the Bonds to be discharged even though such securities are also being held for the benefit of holders of other debt (the "Other Debt"); (ii) the payments to be made from the securities and set aside under the operative provisions of the applicable escrow agreement solely for the benefit of the Bondholders (together with payments to be made from any other cash and securities permitted under this Article Seven to effect discharge of the Bonds and held by the Trustee in trust for the benefit of the holders of the Bonds to be discharged) satisfy the requirements of Section 7-1; (iii) the arrangements made under the applicable escrow agreement for the benefit of the holder (or holders) of the Other Debt satisfy the conditions that must be met to effect discharge of the Other Debt, and (iv) the person holding the securities in trust agrees that in addition to all other rights granted to them, the Bondholders shall have all rights with respect to their beneficial interest in the escrowed securities as would be accorded them if that beneficial interest were held in trust exclusively by the Trustee under this Indenture for the purposes set forth in the operative provisions of the applicable escrow agreement."

## ARTICLE III

### MISCELLANEOUS

Section A. Effectiveness. This First Supplemental Bond Indenture is authorized by Section 8-1(b) of the Original Bond Indenture.

Section B. Determination of No Material Adverse Effect. By executing this First Supplemental Bond Indenture, the Trustee hereby evidences its determination that the amendments made herein do not materially or adversely affect the interests of the Holders of the 1983 Bonds, and that the amendments contained herein are permitted under Section 8-1(b) of the Original Bond Indenture.

Section C. Counterparts. This instrument may be executed in any number of counterparts all of which shall constitute one and the same document.

Section D. Severability. If any provision of this First Supplemental Bond Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or Sections in this First Supplemental Bond Indenture contained, shall not affect the remaining portions of, this First Supplemental Bond Indenture, or any part thereof.

IN WITNESS WHEREOF, THE CITY OF MAPLEWOOD, MINNESOTA, and FIRST TRUST COMPANY, INC., (formerly First Trust Company of Saint Paul) as Trustee, have caused this First Supplemental Bond Trust Indenture to be executed in their respective corporate names, and attested by their duly authorized officers, and have caused their corporate seals to be hereunto affixed, all as of the day and year first written above.

THE CITY OF MAPLEWOOD,  
MINNESOTA

(SEAL)

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
City Clerk

FIRST TRUST COMPANY, INC.  
formerly First Trust  
Company of Saint Paul,  
as Trustee

By \_\_\_\_\_  
Its Vice President

Attest: \_\_\_\_\_  
Assistant Secretary

(SEAL)

Signature page to First Supplemental Bond Trust Indenture for  
1983 Bonds.

TLS: 10/02/87  
567N

---

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FIRST SUPPLEMENTAL  
BOND TRUST INDENTURE

by and between

THE CITY OF MAPLEWOOD, MINNESOTA

and

FIRST TRUST COMPANY, INC.,  
(formerly FIRST TRUST COMPANY OF SAINT PAUL)

as Trustee

---

Dated as of \_\_\_\_\_, 1987

---

Relating to the Issuance by the  
City of Maplewood of its \$24,995,000  
Tender Option Hospital Refunding Bonds, Series 1985  
(Health Resources Hospital Corporation)

---

---

This Instrument Drafted By:

BRIGGS AND MORGAN, P.A.  
W-2200 First National Bank Building  
St. Paul, MN 55101

FIRST SUPPLEMENTAL  
BOND TRUST INDENTURE

THIS FIRST SUPPLEMENTAL BOND TRUST INDENTURE, dated as of \_\_\_\_\_, 1987 (the "First Supplemental Bond Indenture") by and between THE CITY OF MAPLEWOOD, MINNESOTA, a body corporate and politic and political subdivision of the State of Minnesota (the "City") and FIRST TRUST COMPANY, INC., a Minnesota corporation, as Trustee (together with any successor under Article X of the Bond Indenture described below, hereinafter referred to as the "Trustee") amends and supplements that certain Bond Trust Indenture dated as of December 1, 1985 between the City and the Trustee (the "Original Bond Indenture") (the Original Bond Indenture and First Supplemental Bond Indenture being hereinafter collectively referred to as the "Bond Indenture")

WITNESSETH:

WHEREAS, pursuant to an Indenture of Trust dated December 1, 1983 (the "1983 Indenture") between the City and the Trustee, the City issued \$37,485,000 aggregate principal amount of its Hospital Revenue Bonds (Health Resources Hospital Corporation), Series 1983 (the "1983 Bonds") for the benefit of Health Resources Hospital Corporation (the "Corporation"); and

WHEREAS, pursuant to the Original Bond Indenture the City issued \$24,995,000 aggregate principal amount of its Tender Option Hospital Refunding Bonds, Series 1985 (Health Resources Hospital Corporation Project) (the "1985 Bonds") for the benefit of the Corporation; and

WHEREAS, section 8.02 of the Original Bond Indenture provides for escrow discharge of the 1985 Bonds if the 1985

Trustee shall hold, in trust for and irrevocably committed thereto, government obligations, municipal obligations or defeased tax-exempt securities certified by an independent public accounting firm of national reputation to be of such maturities and interest payment dates and to bear such interest as will, without further investment or reinvestment of either the principal amount thereof or the interest earnings therefrom (likewise to be held in trust and committed, except as otherwise permitted by the 1985 Indenture) be sufficient together with other moneys then held in trust, for the payment, at their maturities or redemption dates, of all principal, premium, if any, and interest on the 1988 Bonds to the date of maturity or redemption as the case may be and which are to be discharged pursuant to the terms of the 1985 Indenture; and

WHEREAS, provision was made for the payment under certain conditions of \$24,995,000 aggregate principal amount of the 1983 Bonds pursuant to the terms of an ESCROW TRUST FUND AGREEMENT (the "Original Escrow Trust Agreement"), originally dated as of December 1, 1985, and made by and among the City, the Hospital, and the Trustee; and

WHEREAS, pursuant to an Indenture of Trust between The Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (the "HRA") as issuer, and Marquette Bank

Minneapolis, N.A., as trustee, the HRA proposes to issue up to \$160,000,000 aggregate principal amount of its Hospital Revenue Bonds, Series 1987 (HealthEast Project) (the "1987 Bonds"), a portion of which will be used to provide moneys sufficient (when aggregated with funds already held in the escrow (the "Original Escrow Trust Fund") created under the Original Escrow Trust Agreement) to discharge all of the 1983 Bonds and all of the 1985 Bonds; and

WHEREAS, section 8.02 of the Original Bond Indenture did not contemplate or provide that securities might be held in a common escrow fund for the benefit of the 1985 Bonds and another series of bonds; and

WHEREAS, the City and the Corporation desire that the Trustee act as escrow agent with respect to both the 1983 Bonds and the 1985 Bonds, in addition to its capacities as trustee of the 1983 Bonds and 1985 Bonds, and that in such capacities, the Trustee hold various securities in a common escrow trust fund for the benefit of the holders of the 1983 Bonds and 1985 Bonds; and

WHEREAS, the City and the Corporation desire to amend the Original Bond Indenture and the 1983 Indenture to provide that the Trustee may hold such securities, on the terms and conditions hereinafter specified; and

WHEREAS, it is intended that the Original Bond Indenture be amended, to permit the addition to the Original Escrow Trust Fund of certain of the proceeds from the sale of the 1987 Bonds, which proceeds shall be set aside irrevocably in trust for the sole benefit of the holders and owners of the 1983 Bonds and the 1985 Bonds for the further purposes set forth herein, and such proceeds shall not be used for any other purpose or in any other manner for the benefit, directly or indirectly, of the City or the Corporation, nor shall such proceeds be considered to be the property of either, in any manner;

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL BOND INDENTURE FURTHER WITNESSETH that the City and the Trustee hereby agree and covenant for the equal and ratable benefit of the respective holders, from time to time, of the 1985 Bonds, or any part thereof, as follows:

## ARTICLE I

Section 1B.00. Effect of this First Supplemental Bond Indenture. Except as expressly provided to the contrary herein, all of the terms, provisions and covenants contained in the Original Bond Indenture shall remain in full force and effect.

Section 1B.01. Definitions. All capitalized terms used but not otherwise defined in this First Supplemental Bond Indenture shall have the meanings assigned to such terms in the Original Bond Indenture, unless the context clearly requires otherwise.

## ARTICLE II

### Discharge of Bonds; Rule of Construction

Article VIII of the Original Bond Indenture, is hereby amended by adding a section which shall read as follows:

"Section 8.05. Rule of Construction. For purposes of effectuating discharge of the Bonds under this Article Eight, securities intended to satisfy the conditions for discharge shall be deemed held in trust by the Trustee for such purpose so long as (i) the Trustee (acting as the Trustee or an escrow agent), or any other escrow agent who satisfies the criteria for qualifying as a successor Trustee, is holding the securities in trust for the benefit of the Holders of the Bonds to be discharged even though such securities are also being held for the benefit of holders of other debt (the "Other Debt"); (ii) the payments to be made from the securities and set aside under the operative provisions of the applicable escrow agreement solely for the benefit of the Bondholders (together with payments to be made from any other cash and securities permitted under this Article Eight to effect discharge of the Bonds and held by the Trustee in trust for the benefit of the holders of the Bonds to be discharged) satisfy the requirements of Section 8.05; (iii) the arrangements made under the applicable escrow agreement for the benefit of the holder (or holders) of the Other Debt satisfy the conditions that must be met to effect discharge of the Other Debt, and (iv) the person holding the securities in trust agrees that in addition to all other rights granted to them, the Bondholders shall have all rights with respect to their beneficial interest in the escrowed securities as would be accorded them if that beneficial interest were held in trust exclusively by the Trustee under this Indenture for the purposes set forth in the operative provisions of the applicable escrow agreement."

### ARTICLE III

#### MISCELLANEOUS

Section A. Effectiveness. This First Supplemental Bond Indenture is authorized by Section 11.01(i) of the Original Bond Indenture.

Section B. Determination of No Prejudicial Effect. By executing this First Supplemental Bond Indenture, the Trustee hereby evidences its determination that the amendments made herein are not to the prejudice of the Trustee or the Bondholders and that the amendments contained herein are permitted under Section 11.01(i) of the Original Bond Indenture.

Section C. Counterparts. This instrument may be executed in any number of counterparts all of which shall constitute one and the same document.

Section D. Severability. If any provision of this First Supplemental Bond Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or Sections in this First Supplemental Bond Indenture contained, shall not affect the remaining portions of, this First Supplemental Bond Indenture, or any part thereof.

FIRST TRUST COMPANY, INC.,  
as Trustee

By \_\_\_\_\_  
Its Vice President

Attest: \_\_\_\_\_  
Assistant Secretary

(SEAL)

Signature page to First Supplemental Bond Trust Indenture for  
1985 Bonds.

IN WITNESS WHEREOF, THE CITY OF MAPLEWOOD, MINNESOTA, and FIRST TRUST COMPANY, INC., as Trustee, have caused this First Supplemental Bond Trust Indenture to be executed in their respective corporate names, and attested by their duly authorized officers, and have caused their corporate seals to be hereunto affixed, all as of the day and year first written above.

THE CITY OF MAPLEWOOD,  
MINNESOTA

(SEAL)

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
City Clerk

TLS: 9/15/87  
567N

Combined Escrow

§  
THE HOUSING AND REDEVELOPMENT AUTHORITY OF  
THE CITY OF SAINT PAUL, MINNESOTA  
HOSPITAL REVENUE BONDS, SERIES 1987-A  
(HealthEast Project)

AMENDED AND RESTATED  
ESCROW TRUST FUND AGREEMENT  
Dated as of December 1, 1985  
as Amended and Restated as of November \_\_, 1987

This AMENDED AND RESTATED ESCROW TRUST FUND AGREEMENT, dated as of November \_\_, 1987, (the "Amended Escrow Trust Agreement") made by and among the City of Maplewood, Minnesota, a municipal corporation and political subdivision of the State of Minnesota (the "City"), Health Resources Hospital Corporation, Maplewood, Minnesota, a Minnesota nonprofit corporation (the "Hospital"), HealthEast, a Minnesota nonprofit corporation ("HealthEast"), and First Trust Company, Inc., St. Paul, Minnesota (which, in its capacity as escrow agent, as trustee (the "1983 Trustee") under the 1983 Indenture hereinafter referred to, and as trustee (the "1985 Trustee") under the 1985 Indenture hereinafter referred to, is hereinafter referred to as the "Escrow Trustee").

WITNESSETH:

WHEREAS, pursuant to an Indenture of Trust dated December 1, 1983 (the "1983 Indenture"), between the City and the 1983 Trustee, the City issued \$37,485,000 aggregate principal amount of its Hospital Revenue Bonds (Health Resources Hospital Corporation), Series 1983 (the "1983 Bonds"), consisting in part of \$4,270,000 Serial Bonds maturing on December 1 of 1986 through 1996, inclusive (the "Serial Bonds"), and in part of \$9,905,000 7.0% Term Bonds due December 1, 2012 (the "OID Bonds") (the 1983 Bonds, except the OID Bonds, being referred to hereinafter as the "1983 Non-OID Bonds"); and

WHEREAS, provision was made for the payment under certain conditions of \$25,455,000 aggregate principal amount of the 1983 Bonds pursuant to the terms of an ESCROW TRUST FUND AGREEMENT (the "Original Escrow Trust Agreement"), originally dated as of December 1, 1988, and made by and among the City, the Hospital, and the Escrow Trustee; and

WHEREAS, \$460,000 aggregate principal amount of the Serial Bonds mature on December 1, 1993, and \$24,995,000 aggregate principal amount of the 1983 Non-OID Bonds are subject to optional redemption by the City at the direction of the Hospital on December 1, 1993, at a redemption price of par plus accrued interest, plus a premium in the amount of \$499,900 (the "1983 Non-OID Bonds Redemption Price"); and

WHEREAS, pursuant to an Indenture of Trust dated December 1, 1985 (the "1985 Indenture"), between the City and the 1985 Trustee, the City issued \$24,995,000 aggregate principal amount of its Tender Option Hospital Refunding Bonds, Series 1985 (Health Resources Hospital Corporation Project) (the "1985 Bonds") to provide moneys sufficient to fund the Original Escrow Trust Agreement, and to effect an anticipated redemption of the 1983 Non-OID Bonds subject to redemption on December 1, 1993; and

WHEREAS, the 1985 Indenture provides that the 1985 Bonds shall bear interest from their dated date at a rate of 7.50% (the "Initial Rate"), payable beginning on August 15, 1986 and on each February 15 and August 15 (each an "Interest Payment Date") to, but not including, August 15, 1993 (the "Initial Remarketing Date"); and

WHEREAS, the 1985 Indenture further provides that the 1985 Bonds shall bear additional interest from their dated date at a rate of 1/4 of one percent (.25%) per annum (the "Supplemental Rate") until the earlier of (i) the Initial Remarketing Date or (ii) the Interest Payment Date immediately following assignment of a rating of "Aaa" or "AAA" to the 1985 Bonds from either Moody's Investor Services, Inc. or Standard & Poor's Corporation, respectively; and

WHEREAS, the 1985 Bonds were given a rating of \_\_\_\_\_ by \_\_\_\_\_, by letter dated \_\_\_\_\_, 198\_ ; and

WHEREAS, the 1985 Indenture provides that on the Initial Remarketing Date (i.e. August 15, 1993) all of the 1985 Bonds shall be subject to redemption, in whole or in part, upon the written direction of the Hospital, at a redemption price equal to the principal amount thereof plus accrued interest, plus a premium equal to 2% of the principal amount of the 1985 Bonds called for redemption (the "1985 Bond Redemption Price"); and

WHEREAS, the 1985 Bonds, if called for redemption on the Initial Remarketing Date, will be subject to purchase on that date and will not be remarketed by the Remarketing Agent as originally contemplated in the 1985 Indenture; and

WHEREAS, pursuant to an Indenture of Trust dated as of \_\_\_\_\_, 1987, between The Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (the "HRA") as issuer, and Marquette Bank Minneapolis, N.A., ("Marquette"), as trustee, the HRA has on this date issued \$ \_\_\_\_\_ (HealthEast Project) aggregate principal amount of its Hospital Revenue Bonds, Series 1987-A and Series 1987-B (collectively, the "1987 Bonds" and, with respect to each series, the "1987-A Bonds" or "1987-B Bonds", as the case may be), a portion of each series of which will be used to provide

moneys sufficient (when aggregated with the funds already held in the escrow created under the Original Escrow Trust Agreement, as described hereinafter) to (1) discharge all 1983 Bonds, including (a) payment of the \$460,000 Serial Bonds at their maturity on December 1, 1993; (b) prepayment on December 1, 1993, of the \$24,995,000 aggregate principal amount of 1983 Non-OID Bonds subject to optional prepayment on December 1, 1993; and (c) prepayment on December 1, 1996 of all of the OID Bonds subject to optional redemption on December 1, 1996; and (2) to discharge all of the 1985 Bonds on August 15, 1993; and

WHEREAS, under Section 103(c) of the Internal Revenue Code of 1954, as amended through December 31, 1985 (the "Old Code") and applicable regulations and rulings thereunder (particularly Sections 1.103-13(c) and 1.103-15 of the United States Treasury Regulations under 26 CFR), the exclusion from gross income of interest paid on the 1985 Bonds depends upon a reasonable expectation that (i) the yield (as defined therein) on the investment of the proceeds from the sale of the 1985 Bonds will not be "materially higher" than the yield on the 1985 Bonds themselves; and (ii) the proceeds from the sale of the 1985 Bonds (including earnings thereon) will be applied in the manner set forth in the Original Escrow Trust Agreement as herein modified; and

WHEREAS, under Section 148 of the Internal Revenue Code of 1986 (the "New Code"), and applicable regulations and rulings thereunder (particularly Sections 1.103-13(c) and 1.103-15 of the United States Treasury Regulations under 26 CFR, as modified by Section 148 of the New Code) (i) the yield (as defined therein) on the investment of the proceeds from the sale of the 1987 Bonds herein deposited with the Escrow Trustee will not be "materially higher" than the yield on the 1987 Bonds, together with other bonds simultaneously issued by the HRA for HealthEast as part of the same issue, and (ii) the proceeds from the sale of the 1987 Bonds (including earnings thereon) will be applied in the manner set forth herein; and

WHEREAS, the Original Escrow Trust Agreement provided for the investment of certain proceeds from the sale of the 1985 Bonds initially deposited to the Escrow Trust Fund, created under the Original Escrow Trust Agreement, in Prior Escrow Securities (as hereinafter defined, and defined in the 1985 Indenture as "Escrow Securities"), which Prior Escrow Securities bear interest and mature in such amounts, and pay interest and principal on such dates, so as to insure the availability of moneys needed to pay interest on the 1985 Bonds through the Initial Remarketing Date; and for the other purposes set forth therein; and

WHEREAS, it is intended that the Original Escrow Trust Agreement be amended and restated, to permit the addition to the Escrow Trust Fund (renamed herein as the "Amended Escrow Trust Fund") of certain of the proceeds from the sale of the 1987-B Bonds, which proceeds shall be set aside irrevocably in trust for the sole benefit of the holders and owners of the 1983 Non-OID Bonds and the 1985 Bonds for the further purposes set forth herein; and to permit the addition to a new "OID Escrow Trust Fund" of certain of the proceeds from the sale of the 1987-A Bonds, which proceeds shall be set aside irrevocably in trust for the sole benefit of holders of the OID Bonds; and such proceeds shall not be used for any other purpose or in any other manner for the benefit, directly or indirectly, of the City, HealthEast, or the Hospital nor shall such proceeds be considered to be the property of any of them, in any manner; and

WHEREAS, it is necessary that this Amended and Restated Escrow Trust Agreement provide for the investment of certain proceeds from the sale of the 1987-B Bonds initially deposited to the Amended Escrow Trust Fund in "New Escrow Securities", which New Escrow Securities, when aggregated with the Prior Escrow Securities and uninvested proceeds in the Escrow Trust Fund, must bear interest and mature in such amounts, and pay interest and principal on such dates, so as to insure the

availability of moneys needed to pay when due (i) interest on the 1985 Bonds through August 15, 1993; (ii) the 1985 Bond Redemption Price for all of the 1985 Bonds, by reason of a call for early redemption on August 15, 1993; (iii) principal and interest on the 1983 Non-OID Bonds, as the same becomes due and payable, through December 1, 1993; and (iv) the 1983 Non-OID Bond Redemption Price on the 1983 Non-OID Bonds maturing on or after December 1, 1994 by reason of a call for early redemption on December 1, 1993; and

WHEREAS, it is necessary that this Amended and Restated Escrow Trust Agreement provide for the investment of certain proceeds from the sale of the 1987-A Bonds initially deposited to a new New OID Escrow Trust Fund in "New OID Escrow Securities", which must bear interest and mature in such amounts, and pay principal and interest on such dates, so as to insure the availability of moneys needed to pay when due the Accreted Value (as defined in the 1983 Indenture) of the OID Bonds, plus accrued interest, plus a premium of 3% of the Accreted Value (hereinafter, the "OID Bonds Redemption Price"), by reason of a call for early redemption on December 1, 1996; and

WHEREAS, the City has made arrangements for the Escrow Trustee to purchase New Escrow Securities and New OID Escrow Securities whose principal and interest payments will,

together with the Prior Escrow Securities and uninvested proceeds in the Escrow Trust Fund, produce the amounts sufficient to make the payments described in the two previous paragraphs; and

WHEREAS, the 1983 Indenture and the 1985 Indenture have, as of the date hereof, been amended to permit the escrow discharge contemplated herein; and

WHEREAS, the Escrow Trustee has received, and hereby acknowledges receipt of, a verification report prepared by \_\_\_\_\_, independent certified public accountants, verifying the mathematical accuracy of (1) the computations of the adequacy of maturing principal of and interest on the New Escrow Securities, when aggregated with the Prior Escrow Securities and uninvested proceeds in the Escrow Trust Fund, to pay interest and principal on such dates, and mature in such amounts, so as to insure the availability of moneys needed to pay (i) interest on the 1985 Bonds through August 15, 1993; (ii) the 1985 Bond Redemption Price for all of the 1985 Bonds, by reason of a call for early redemption on August 15, 1993; (iii) principal and interest on the 1983 Non-OID Bonds, as the same becomes due and payable, through December 1, 1993; and (iv) the 1983 Non-OID Bond Redemption Price on the 1983 Non-OID Bonds maturing on or after December 1, 1994, by reason of a call for early redemption on

December 1, 1993; and (2) the computations of the adequacy of maturing principal of and interest on the of the New OID Escrow Securities to pay interest and principal on such dates, and mature in such amounts, so as to insure the availability of moneys needed to pay the Accreted Value (as defined in the 1983 Indenture) of OID Bonds, plus accrued interest, plus a premium of 3% of the Accreted Value, by reason of a call for early redemption on December 1, 1996; and (3) the computations supporting the conclusion that the 1985 Bonds and 1987 Bonds are not "arbitrage bonds" under Section 103(c) of the Old Code, as to the 1985 Bonds, and under Section 148 of the New Code, as to the 1987 Bonds; and

WHEREAS, the Escrow Trustee is a bank which is a qualified depository and which possesses and is exercising full trust powers and is otherwise qualified and empowered to enter into this Amended and Restated Escrow Trust Agreement.

NOW THEREFORE, in consideration of the mutual agreements herein contained and the sums paid to the Escrow Trustee, and for the other purposes set forth herein, the parties hereto mutually undertake, promise, and agree for themselves, their respective representatives and assigns, as follows:

Section 1.1. Escrow Trust Fund. The special, irrevocable, express trust fund and separate trust account created under the Original Escrow Trust Agreement and designated the

"City of Maplewood, Minnesota Special Escrow Trust Fund -1985 Tender Option Hospital Refunding Bonds (Health Resources Hospital Corporation)", is hereby renamed as the "City of Maplewood, Minnesota Special Escrow Trust Fund--1983 Hospital Revenue Bonds (Health Resources Hospital Corporation) and 1985 Tender Option Hospital Refunding Bonds (Health Resources Hospital Corporation)", hereinafter referred to as the "Amended Escrow Trust Fund".

There is hereby created another special, irrevocable, express separate trust fund for the purpose of defeasing the OID Bonds, designated the "City of Maplewood, Minnesota Special Escrow Trust Fund--OID Bonds (Health Resources Hospital Corporation), hereinafter referred to as the "OID Escrow Trust Fund".

The Escrow Trustee hereby accepts the Amended Escrow Trust Fund and the OID Escrow Trust Fund.

Section 1.2. Prior Escrow Securities. The Escrow Trustee acknowledges that on December 31, 1985, the Escrow Trustee received and deposited to the credit of such Amended Escrow Trust Fund for the benefit of the holders of the 1985 Bonds and certain of the 1983 Bonds, the sum of \$24,119,980.35, representing a portion of the proceeds received by the City from the sale and delivery of the 1985 Bonds. The Escrow Trustee further acknowledges that,

concurrently with the deposit of 1985 Bond proceeds as described above, and at the request of the City, the Escrow Trustee used such Bond proceeds to purchase direct obligations of the United States of America (the "Prior Escrow Securities") described in Exhibit A-1 attached to this Escrow Trust Agreement, (which Exhibit A-1 is made a part hereof for all purposes), and credited said Prior Escrow Securities to the Escrow Trust Fund created under the Original Escrow Trust Agreement. As of the date hereof, the Escrow Trustee continues to hold all of the Prior Escrow Securities, except for those which have already matured. As to those Prior Escrow Securities which have matured as of the date hereof, the Escrow Trustee has applied the proceeds thereof, and earnings therefrom, in accordance with the terms of the Original Escrow Trust Agreement.

Section 1.3. Purchase of New Escrow Securities for Amended Escrow Trust Fund. The Escrow Trustee hereby acknowledges receipt of, and the deposit to the credit of the Amended Escrow Trust Fund, for the benefit of holders of the 1983 Non-OID Bonds and the 1985 Bonds, the sum of \$\_\_\_\_\_ in immediately available federal funds, representing a portion of the proceeds received by the HRA from the sale and delivery of the 1987-B Bonds on the date first above written (the "1987-B Bond Proceeds"). The Escrow

Trustee further acknowledges that, concurrently with the deposit of 1987-B Bond Proceeds as described above, and at the request of the City, the Escrow Trustee used such 1987-B Bond Proceeds to purchase direct obligations of the United States of America ("New Escrow Securities") described in Exhibit A-2 attached to this Escrow Trust Agreement, (which Exhibit A-2 is made a part hereof for all purposes), and credited said New Escrow Securities to the Amended Escrow Trust Fund.

Section 1.4. Purchase of New Escrow Securities for OID Escrow Trust Fund. The Escrow Trustee hereby acknowledges receipt of, and the deposit to the credit of the OID Escrow Trust Fund for the benefit of holders of the OID Bonds, the sum of \$\_\_\_\_\_ in immediately available federal funds, representing a portion of the proceeds received by the HRA from the sale and delivery of the 1987-A Bonds on the date first above written (the "1987-A Bond Proceeds"). The Escrow Trustee further acknowledges that, concurrently with the deposit of 1987-A Bond Proceeds as described above, and at the request of the City, the Escrow Trustee used such 1987-A Bond Proceeds to purchase direct obligations of the United States of America ("New OID Escrow Securities") described in Exhibit A-3 attached to this Escrow Trust Agreement, (which Exhibit A-3 is made a part hereof for all purposes), and credited said New OID Escrow Securities to the OID Escrow Trust Fund created under this Amended Escrow Trust Agreement.

Section 1.5 Application of Securities. The Escrow Trustee shall from time to time collect and receive for the credit of the Amended Escrow Trust Fund the principal and interest payable on the Prior Escrow Securities and the New Escrow Securities as they respectively mature and are paid, and shall apply the proceeds thereof, together with any other assets of the Amended Escrow Trust Fund, to make payment to the holders and owners of the 1983 Non-OID Bonds and 1985 Bonds of the amounts due as set forth in Section 2 hereof.

The Escrow Trustee shall from time to time collect and receive for the credit of the OID Escrow Trust Fund the principal and interest payable on the New OID Escrow Securities as they respectively mature and are paid, and shall apply the proceeds thereof, together with any other assets of the OID Escrow Trust Fund, to make payment to the holders and owners of the OID Bonds of the amounts due as set forth in Section 2 hereof.

The Escrow Trustee shall not be liable or responsible for any loss resulting from any investment or reinvestment made in the Prior Escrow Securities, the New Escrow Securities, or the New OID Escrow Securities (in the aggregate, the "Escrow Securities").

Section 2.1. Application of Escrow Securities. Subject to the other terms and provisions of this Escrow Trust

Agreement, the Escrow Trustee shall apply the moneys from time to time on hand in the Amended Escrow Trust Fund and in the OID Escrow Trust Fund (including without limitation the Escrow Securities as they mature and are payable) in the manner set forth in this Section.

Section 2.2. Interest on 1985 Bonds.

(a) On each Interest Payment Date following August 15, 1987, through February 15, 1993, the Escrow Trustee shall, in its capacity as the 1985 Trustee, apply moneys in the Amended Escrow Trust Fund (from funds derived from maturing Prior Escrow Securities or reinvestment thereof) to pay when due the interest on the 1985 Bonds due on each such Interest Payment Date, calculated on the basis of the Initial Rate.

(b) Because the 1985 Bonds received an "\_\_\_\_\_" rating from \_\_\_\_\_ on \_\_\_\_\_, 19\_\_, the parties hereto agree that Supplemental Rate is no longer applicable nor, under the terms of the 1985 Indenture, can it ever be applicable in the future. As a result, and pursuant to the terms of the Original Escrow Trust Agreement, the Escrow Trustee shall, in its capacity as the 1983 Trustee and pursuant to Section 2-4(b) hereof, apply moneys in the Amended Escrow Trust Fund (from funds derived from maturing Prior Escrow Securities or

reinvestment thereof) which would have otherwise been applied to the payment of interest on the 1985 Bonds, to pay principal amounts of Serial Bonds maturing on the December 1 immediately following receipt of such moneys.

Section 2.3. Redemption Price of 1985 Bonds.

(a) The 1985 Bonds shall be called for mandatory redemption on the Initial Remarketing Date (August 15, 1993) and paid and redeemed at the 1985 Bond Redemption Price, all as specified in the 1985 Indenture. The Escrow Agent, in its capacity as the 1985 Trustee, is hereby irrevocably instructed to, and shall, give proper notice of redemption as provided in Sections 3.02 and 3.06 of the 1985 Indenture.

(b) On August 15, 1993, the Escrow Trustee shall, in its capacity as the 1985 Trustee, apply (i) moneys from maturing Prior Escrow Securities to pay when due the interest portion of the 1985 Bond Redemption Price on all of the 1985 Bonds, accruing from February 16, 1993 to August 15, 1993, and \$278,787.50 of principal of the 1985 Bonds; and (ii) moneys from maturing New Escrow Securities to pay when due the principal (except for \$278,787.50 thereof paid pursuant to subsection 2.3(b)(i) hereof) and 2% premium portion of the 1985 Bond Redemption Price on all of the 1985 Bonds.

Section 2.4. Principal on Serial Bonds through  
December 1, 1992.

(a) Beginning December 1, 1987, and on each succeeding December 1 through December, 1992, the Escrow Trustee shall, in its capacity as the 1983 Trustee, apply moneys in the Amended Escrow Trust Fund, from (i) Prior Escrow Securities maturing on the preceding November 15, (ii) cash balances on hand on such preceding November 15, and derived from the sums deposited in the Original Escrow Trust Fund and (iii) all earnings from investment of such amounts from November 15 to December 1 of each such year, toward payments when due, of principal amounts of Serial Bonds.

(b) On the dates set forth in the immediate preceding paragraph, the Escrow Trustee shall also, in its capacity as the 1983 Trustee, apply moneys in the Amended Escrow Trust Fund (from maturing Prior Escrow Securities equal to \$31,243.75 on each immediately preceding February 15 or August 15, plus earnings on such amounts to the December 1 date of payment) toward payments when due, of principal amounts of Serial Bonds maturing from December 1, 1987 through December 1, 1992.

(c) To accomplish the escrow discharge of all of the Serial Bonds maturing on or before December 1, 1992, the Escrow Trustee shall also, beginning December 1, 1987

and on each succeeding December 1 through December, 1992, in its capacity as 1983 Trustee, apply moneys in the Amended Escrow Trust Fund (from maturing New Escrow Securities), to pay when due the principal amounts of Serial Bonds maturing on such December 1.

Section 2.5. Disposition of Moneys Derived From Prior Escrow Securities on and Following August 15, 1993.

(a) The parties hereto agree that, by reason of the call of the 1985 Bonds, no 1985 Bonds will be tendered on the Initial Remarketing Date and consequently, the transfer contemplated in Section 2.4 of the Original Escrow Trust Agreement will be zero. As a result, none of the proceeds of the U.S. Treasury STRIP, maturing August 15, 1993 in the amount of \$27,171,000, which Treasury STRIP was and is one of the Prior Escrow Securities, will be needed to pay principal on the 1985 Bonds, and therefore, those proceeds shall pursuant to Section 2.3(b)(i), be applied first to pay interest accrued on the 1985 Bonds from February 16, 1993 to August 15, 1993; and \$278,787.50 shall be applied towards payment of the 1985 Redemption Price due on the 1985 Bonds on August 15, 1993.

(b) On August 15, 1993, the Escrow Trustee shall hold and shall not invest any moneys remaining in the

Amended Escrow Trust Fund after the payments described in Section 2.3(b) and derived from Prior Escrow Securities except under the conditions set forth in Section 2.10 hereof. Such remaining moneys will be applied to pay the 1983 Non-OID Bonds Redemption Price on the 1983 Non-OID Bonds maturing on or after December 1, 1984, and the principal amount of Serial Bonds maturing on December 1, 1993, all as contemplated in the Original Escrow Trust Agreement.

Section 2.6. Payment of 1983 Non-OID Bonds Redemption Price.

(a) The 1983 Non-OID Bonds maturing on or after December 1, 1994 shall be called for mandatory redemption on December 1, 1993, and paid and redeemed at the 1983 Non-OID Bonds Redemption Price, all as specified in the 1983 Indenture. The Escrow Agent, in its capacity as the 1983 Bond Trustee, is hereby irrevocably instructed to, and shall, give proper notice of redemption as provided in Sections 3-1 and 3-2 of the 1983 Indenture.

(b) On December 1, 1993, the Escrow Trustee shall, in its capacity as the 1983 Bond Trustee, apply moneys in the Amended Escrow Trust Fund (from the sums described in Section 2.5(b)), to pay the 1983 Redemption Price on the 1983 Non-OID Bonds maturing on or after December 1, 1994; and (2) the principal amount of the Serial Bonds maturing on December 1, 1993.

Section 2.7. Interest on 1983 Non-OID Bonds. On each Interest Payment Date from the date hereof through December 1, 1993, the Escrow Trustee shall, in its capacity as the 1983 Bond Trustee transfer from the Amended Escrow Trust Fund (from funds derived from maturing New Escrow Securities or reinvestment thereof), to pay when due the interest on the 1983 Non-OID Bonds.

Section 2.8. Interest on OID Bonds. On each Interest Payment Date from the date hereof through June 1, 1996, the Escrow Trustee shall in its capacity as 1983 Trustee, apply monies in the Amended Escrow Trust Fund (from funds derived from maturing New OID Escrow Securities or reinvestment thereof), to pay when due the interest due on the OID Bonds on each such Interest Payment Date.

Section 2.9. Disposition of OID Escrow Trust Fund.

(a) The OID Bonds shall be called for mandatory redemption on December 1, 1996, and paid and redeemed at the OID Bonds Redemption Price, all as specified in the 1983 Indenture. The Escrow Trustee, in its capacity as the 1983 Bond Trustee, is hereby irrevocably instructed to, and shall, give proper notice of redemption as provided in Sections 3-1 and 3-2 of the 1983 Indenture.

(b) On December 1, 1996, the Escrow Trustee, in its capacity as the 1983 Bond Trustee, shall apply moneys in the

OID Escrow Trust Fund (from maturing New OID Escrow Securities) to pay the OID Bonds Redemption Price on the OID Bonds as described above.

Section 2.10. Reinvestment of Funds. This Amended Escrow Trust Agreement may be amended or supplemented, the Federal Securities or any portion thereof sold or redeemed, or invested or reinvested in any manner provided (any such amendment, supplement, direction to sell or redeem or invest to be referred to as a "Subsequent Action"), upon submission to the Escrow Trustee of each of the following:

(a) a certified copy of proceedings of the City, the Hospital and HealthEast authorizing the Subsequent Action signed by duly designed officers of the City, the Hospital and HealthEast.

(b) an opinion of nationally recognized bond counsel or tax counsel nationally recognized as having an expertise in the area of tax-exempt municipal bonds to the effect that the Subsequent Action (a) will not cause the interest on the 1983 Bonds, the 1985 Bonds, or the 1987 Bonds to become includible in the gross income of the owners thereof for Federal income tax purposes and not exempt from Federal income taxes of such owners under the laws of the United States of America providing for taxation of income; (b) will not violate the covenants in

the 1983 Bonds Indenture, the 1985 Bond Indenture and the 1987 Bonds Indenture not to cause the 1983 Bonds or the 1985 Bonds or 1987 Bonds, respectively, to become "arbitrage bonds" under Section 103(c) of the Old Code or Section 148 of the New Code, whichever is applicable, and Treasury Regulations thereunder; (c) does not materially adversely affect the legal rights of the holders of the 1983 Bonds, the 1985 Bonds or the 1987 Bonds; and (d) will not have the effect of causing the 1983 Bonds not to be defeased under the provisions of Article VII of the indenture, or causing the 1985 Bonds not to be defeased under the provisions of Article VIII of the 1985 Indenture.

(c) an opinion of a firm of independent certified public accountants acceptable to the Hospital, HealthEast, and the City to the effect that the Escrow Securities and the funds available or to be available for payment of the 1983 Bonds and 1985 Bonds will remain sufficient to pay when due all principal of and interest on the 1983 Bonds (or the Accreted Value, with respect to the OID Bonds) and 1985 Bonds after the taking of the Subsequent Action.

Section 2.11. Extraordinary Redemption of 1985 Bonds.

The parties hereto agree that, by reason of the call of the

1985 Bonds on August 15, 1993, as described in Section 2.3(a), Section 2.7 of the Original Escrow Trust Agreement, relating to extraordinary redemption of the 1985 Bonds is rendered moot, and shall no longer have any force or effect.

Section 3. Escrow Securities Held in Trust. The Escrow Trustee shall hold the Prior Escrow Securities and the New Escrow Securities, and all other assets in the Amended Escrow Trust Fund (including uninvested moneys in the Amended Escrow Trust Fund) at all times as a special and separate trust fund for the benefit of the holders of the 1985 Bonds and of the 1983 Non-OID Bonds to the extent provided herein, wholly segregated from other funds and securities on deposit with it, and shall hold the New OID Escrow Securities, and all other assets in the OID Escrow Trust Fund (including uninvested moneys in the OID Escrow Trust Fund) at all times as a special and separate trust fund for the sole benefit of the holders of the OID Bonds to the extent provided herein, wholly segregated from other funds and securities on deposit with it; and shall never commingle the Escrow Securities, or any other assets of the Amended Escrow Trust Fund or the OID Escrow Trust Fund with other funds or securities owned by it or held by it; and shall hold and dispose of the assets of the Amended Escrow Trust Fund and the OID Escrow Trust Fund solely as provided in this Amended Escrow Trust Agreement.

All funds and credits for the Escrow Securities received by the Escrow Trustee and held in trust by it pursuant to this Amended Escrow Trust Agreement shall constitute a trust for the benefit of the holders of the 1985 Bonds and the holders of the 1983 Bonds as provided herein (provided that the OID Escrow Securities shall constitute a separate trust for the benefit of the holders of the OID Bonds only); and such holders shall be entitled to rights and privileges with respect to such funds and securities enjoyed by a trust beneficiary and shall be accorded all applicable rights and privileges accorded such holders under the 1983 Indenture or 1985 Indenture, as the case may be, as if the Escrow Trustee is acting in its capacity as the 1983 Trustee insofar as such funds are held for the benefit of the holders of the 1983 Bonds and as the 1985 Trustee insofar as such funds are held for the benefit of the holders of the 1985 Bonds. The funds and securities received by, and held under this Amended Escrow Trust Agreement by, the Escrow Trustee shall not be considered as a banking deposit by the City or the Hospital or HealthEast, and the Escrow Trustee shall have no right or title with respect thereto.

Section 4. Reports. On or before the 31st day of January of each year commencing in the year 1988, so long as the Amended Escrow Trust Fund or OID Escrow Trust Fund is

maintained under this Amended Escrow Trust Agreement, the Escrow Trustee shall forward by letter to the City, the Hospital, HealthEast and any Rating Agency then rating the 1985 Bonds or the 1983 Bonds a statement briefly setting forth, with respect to each such fund: (i) the Escrow Securities held, (ii) the income and maturities thereof and (iii) the application of moneys therefrom for the immediately preceding year.

Section 5. Responsibilities of the Escrow Trustee. The Escrow Trustee shall not be liable or responsible for any act done or step taken or omitted by it or any mistake of fact or law, or for anything which it may do or refrain from doing, except for its own negligence or its own default or failure in the performance of any material obligation imposed upon it hereunder. The Escrow Trustee shall not be responsible in any manner whatsoever for the recitals made herein or statements contained in the 1987 Bonds, the 1985 Bonds or the 1985 Indenture, or the 1983 Bonds or the 1983 Indenture, or the proceedings taken in connection with the issuance of any of such Bonds.

The Escrow Trustee shall have no responsibility to any person in connection herewith except those holders and owners of 1983 Bonds and 1985 Bonds and others specifically provided herein, and shall not be responsible for anything done or

omitted to be done by it except for its negligence or default in the performance of any material obligation imposed upon it hereunder. The Escrow Trustee has no duty to determine or inquire into the happening or occurrence of any event or contingency where the performance or the failure of performance of the City with respect to arrangements or contracts with others, the Escrow Trustee's sole duty and responsibility hereunder being to safeguard the Amended Escrow Trust Fund and the OID Escrow Trust Fund, and dispose of and deliver the same strictly in accordance with this Amended Escrow Trust Agreement.

If, however, the Escrow Trustee is nevertheless called upon by the terms of this Amended Escrow Trust Agreement to determine the occurrence of any event or contingency, the Escrow Trustee shall be obligated in making such determination only to exercise reasonable care and diligence, and in any event of error in making such determination the Escrow Trustee shall be liable only for its own misconduct, or its negligence in the light of all circumstances, taking into consideration the time and facilities available to the Escrow Trustee in the ordinary conduct of its business. In determining the occurrence of any such event or contingency, the Escrow Trustee may request from the City or any other persons such reasonable additional evidence as the Escrow Trustee in its

discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and the Escrow Trustee may inquire and consult, among others, with the City at any time, and the Escrow Trustee shall not be liable for any damages resulting from its delay in acting hereunder pending its examination of the additional evidence so requested by it.

Upon the taking of all the actions as described herein by the Escrow Trustee, the Escrow Trustee shall have no further obligations or responsibilities to the owners and holders of the Bonds, to the City or to the Hospital or to HealthEast or to any other person or persons in connection with this Escrow Trust Agreement.

Section 6. Parties. This Amended Escrow Trust Agreement is by and among the City, the Hospital, HealthEast and the Escrow Trustee only, and in connection therewith the Escrow Trustee is authorized by both the City, HealthEast and the Hospital to rely upon the representations, both actual and implied, of the City, HealthEast and the Hospital in connection with this Amended Escrow Trust Agreement and with respect to the Escrow Securities, and the Escrow Trustee shall not be liable to any person in any manner for such reliance. The duty of the Escrow Trustee hereunder shall only be to the holders and owners of the 1985 Bonds through August 15, 1993;

to the holders and owners of the 1983 Non-OID Bonds through December 1, 1993; and to holders and owners of OID Bonds through December 1, 1996; except as provided in section 11 hereof.

Section 7. Successor Escrow Trustees. In case at any time the Escrow Trustee or its legal successor or successors should become unable, through operation of law or otherwise, to act as Escrow Trustee, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith and ipso facto exist in the office of Escrow Trustee, and the City by an instrument authorized by resolution shall appoint an Escrow Trustee to fill such vacancy. After any such appointment, the City shall cause notice of such appointment to be published at least once a week for two consecutive calendar weeks in a financial publication of general circulation published in the City of New York, New York, and the City of Saint Paul, Minnesota. If no successor Escrow Trustee shall have been appointed within 60 days, a successor may be appointed by the owners of a majority in principal amount of the 1985 Bonds then unpaid by an instrument or instruments in writing filed with the City, signed by such owners or by their duly authorized attorneys-in-fact. If, in a proper case, no

appointment of a successor Escrow Trustee shall be made pursuant to the foregoing provisions of this Section within three months after a vacancy shall have occurred, the owner of any 1983 Bond or 1985 Bond may apply to any court of competent jurisdiction to appoint a successor Escrow Trustee. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Trustee. Every successor Escrow Trustee appointed pursuant to the provisions of this Section shall be a corporation or a national bank authorized to exercise corporate trust powers, having a combined capital and surplus of at least \$25,000,000, if there be such a trust corporation or national bank willing and able to accept the duties of Escrow Trustee on reasonable and customary terms.

Section 8. Business Days. Whenever under the terms of this Amended Escrow Trust Agreement the performance date of any provision hereof shall fall on a day which is not a legal banking day, and upon which the Escrow Trustee is not open for business, the performance thereof on the next succeeding business day of the Escrow Trustee shall be deemed to be in full compliance. Whenever time is referred to in this Amended Escrow Trust Agreement it shall be the time recognized by the Escrow Trustee in the ordinary conduct of its normal business transactions. Time shall be of the essence in the performance

of obligations from time to time imposed upon the Escrow Trustee by this Amended Escrow Trust Agreement.

Section 9. Notices. Any notice, authorization, request or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid, addressed as follows:

The City: City of Maplewood. Minnesota  
City Hall, 1380 Frost Avenue  
Maplewood, Minnesota 55109  
Attention: Mayor

The Hospital: Health Resources Hospital  
Corp.  
2696 Hazelwood Avenue  
Maplewood, Minnesota 55109  
Attention: Mr. John Reiling

HealthEast: HealthEast  
642 East Seventh Street  
St. Paul, Minnesota 55106  
Attn: Mr. Chris Quinlan

The Escrow Trustee: First Trust Company, Inc.  
180 East Fifth Street  
St. Paul, Minnesota 55101  
Attention: Corporate Trust Dept.

Section 10. Cancellation and Destruction of Bonds upon Payment. All 1983 Bonds and 1985 Bonds shall be cancelled upon payment and shall be destroyed by the Escrow Trustee and a certificate as to such destruction delivered by the Escrow Trustee to the Hospital and the City.

Section 11. Unclaimed Funds. If any 1983 Bonds or 1985 Bonds shall not be presented for payment when the principal

(or Accreted Value, in the case of an OID Bond) thereof shall have become due, whether at maturity or upon redemption, and if moneys or Escrow Securities shall at such times be held by the Escrow Trustee in trust for that purpose sufficient and available to pay the principal of such 1983 Bond or 1985 Bond (whether at maturity or upon redemption), it shall be the duty of the Escrow Trustee to hold said moneys or Escrow Securities, without liability to the holder of such 1983 Bond or 1985 Bond for interest thereon subsequent to such date, in trust for the benefit of the holder of such 1983 Bond or 1985 Bond, as the case may be, who shall thereafter be restricted exclusively to said moneys or Escrow Securities for any claim of whatever nature on his part on or with respect to said 1983 Bond or 1985 Bond, including any claim for the payment thereof.

Moneys so deposited with Escrow Trustee which remain unclaimed five years after the date payment thereof became due shall, at the written request of the Hospital, be paid to the Hospital; and the owners of the 1985 Bonds or 1983 Bonds for which the deposit was made shall thereafter be limited to a claim against the Hospital; provided, however, that the Escrow Trustee, before making payment to the Hospital, may, at the expense of the Hospital, cause a notice to be published once in an authorized newspaper in the City of Saint Paul,

Minnesota, stating that the moneys remaining unclaimed will be returned to the Hospital after a specified date.

Section 12. Termination. This Amended Escrow Trust Agreement shall terminate upon the transfer of all moneys and Escrow Securities (1) held in the Amended Escrow Trust Fund hereunder on August 15, 1993, with respect to the 1985 Bonds and on December 1, 1993 with respect to the 1983 Non-OID Bonds; and (2) held in the OID Escrow Trust Fund on December 1, 1996, with respect to the OID Bonds. Subject to the provisions of Section 11, any excess funds remaining in the Amended Escrow Trust Fund after December 1, 1993 shall be refunded to the Hospital; and any excess funds remaining in the OID Escrow Trust Fund after December 1, 1996 shall be refunded to the Hospital.

Section 13. Governing Law. This Amended Escrow Trust Agreement shall be governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto have caused this Amended Escrow Trust Agreement to be executed in multiple counterparts (each of which shall be deemed an original), all as of the date and year first above written.

CITY OF MAPLEWOOD, MINNESOTA

By \_\_\_\_\_

Signature Page to Amended and Restated Escrow Trust Agreement  
(Combined Escrow-HRHC).

HEALTH RESOURCES HOSPITAL  
CORPORATION

By \_\_\_\_\_

Signature Page to Amended and Restated Escrow Trust Agreement  
(Combined Escrow-HRHC).

FIRST TRUST COMPANY, INC.,  
as Escrow Trustee, as 1985 Trustee  
and as 1983 Trustee

By \_\_\_\_\_

Signature Page to Amended and Restated Escrow Trust Agreement  
(Combined Escrow-HRHC).

HEALTHEAST

By \_\_\_\_\_

Signature Page to Amended and Restated Escrow Trust Agreement  
(Combined Escrow-HRHC).

Exhibit A-1

§  
 THE HOUSING AND REDEVELOPMENT AUTHORITY OF  
 THE CITY OF SAINT PAUL, MINNESOTA HOSPITAL REVENUE BONDS,  
 SERIES 1987  
 (HealthEast Project)

Amended Escrow Trust Fund Agreement

Prior Escrow Securities

<u>SECURITY</u>	<u>MATURITY</u>	<u>AMOUNT</u>	<u>COST</u>
U.S. Treasury STRIP	08/15/86	\$1,206,000	\$1,151,416.44
U.S. Treasury STRIP	11/15/86	72,000	67,433.04
U.S. Treasury STRIP	02/15/87	969,000	890,520.69
U.S. Treasury STRIP	08/15/87	969,000	857,041.74
U.S. Treasury STRIP	11/15/87	17,000	14,756.85
U.S. Treasury STRIP	02/15/87	969,000	819,386.40
U.S. Treasury STRIP	08/15/88	969,000	784,705.89
U.S. Treasury STRIP	11/15/88	24,000	19,078.32
U.S. Treasury STRIP	02/15/89	969,000	749,288.94
U.S. Treasury STRIP	08/15/89	969,000	715,344.87
U.S. Treasury STRIP	11/15/89	48,000	34,578.72
U.S. Treasury STRIP	02/15/90	969,000	683,309.73
U.S. Treasury STRIP	08/15/90	969,000	653,532.36
U.S. Treasury STRIP	11/15/90	59,000	39,052.10
U.S. Treasury STRIP	02/15/91	969,000	621,691.02
U.S. Treasury STRIP	08/15/91	969,000	593,754.75
U.S. Treasury STRIP	11/15/91	69,000	41,376.54
U.S. Treasury STRIP	02/15/92	969,000	565,130.49
U.S. Treasury STRIP	08/15/92	969,000	540,798.90
U.S. Treasury STRIP	11/15/92	83,000	45,172.75
U.S. Treasury STRIP	02/15/93	969,000	517,504.14
U.S. Treasury STRIP	08/15/93	27,171,000	13,715,015.67
TOTAL			\$24,119,980.35

BOIDfaced items have matured as of the date of the Amended Escrow Trust Fund Agreement

Exhibit A-2

§  
THE HOUSING AND REDEVELOPMENT AUTHORITY OF  
THE CITY OF SAINT PAUL, MINNESOTA  
HOSPITAL REVENUE BONDS, SERIES 1987-B  
(HealthEast Project)

Amended Escrow Trust Fund Agreement

New Escrow Securities

SECURITY

MATURITY

AMOUNT

COST

Exhibit A-3

§  
THE HOUSING AND REDEVELOPMENT AUTHORITY OF  
THE CITY OF SAINT PAUL, MINNESOTA  
HOSPITAL REVENUE BONDS, SERIES 1987-A  
(HealthEast Project)

Amended Escrow Trust Fund Agreement

New OID Escrow Securities

SECURITY

MATURITY

AMOUNT

COST

BRIGGS AND MORGAN

SUMMARY OF COMBINED ESCROW TRUST FUND

		Original Escrow		1987 Additions to Escrow	
		Principal	Interest	Principal	Interest until maturity
<b>1983 Bonds</b>					
<u>4,270,000 Serial Bonds</u>					
		11/15 STRIPS	Deflect Supp. Rate		(per year)
12/1/86	205,000	72,000	+ 62,487.50(?)	N.P.	
87	225,000	17,000	+ 62,487.50	N.P.	
88	245,000	24,000	+ 62,487.50	N.P.	
89	315,000	48,000	+ 62,487.50	N.P.	
90	345,000	59,000	+ 62,487.50	N.P.	
91	375,000	69,000	+ 62,487.50	N.P.	
92	415,000	83,000	+ 62,487.50	N.P.	
93	460,000	* Covered by 8/15/93 STRIP \$27,171,000		N.P.	48,300
94	500,000	* " " " " " "		N.P.	53,750
95	560,000	* " " " " " "		N.P.	61,600
96	625,000	* " " " " " "		N.P.	68,750
\$6,985,000	12% Term Bds, due 12/1/2003	* Covered by 8/15/93 STRIP \$27,171,000		N.P.	838,200
\$9,905,000	7% Term Bonds, due 12/1/2012 (OID Bds)	N.P.		N.P.	693,350
\$16,325,000	12.5% Term Bds, due 12/1/2013	* Covered by 8/15/93 STRIP \$27,171,000		N.P.	2,040,625
<b>1985 Bonds</b>					
\$24,995,000	Tender Option Bds, Initial Remarketing/Callable on 8/15/1993	[8/15/93 STRIP could have been used, if Remarketing results in a shortfall. When 1985 Bds are called on 8/15/93, using 1987 Bd proceeds to defease, the STRIP will not be needed for 85 Bds]		All maturities interest covered by STRIPS maturing 2/15 and 8/15 in amounts of \$969,000.	
<u>Uses of 8/15/93 STRIP</u>				Amount Needed on 8/15/93:	
STRIP	27,171,000			278,787.50	(Prior escrow)
P/2003	6,985,000			24,716,212.50	(1987 additions)
P/2013	16,325,000			24,995,000.00	
P/94-96	1,685,000			499,900.00	(2% premium--1987 additions)
	24,995,000			25,494,900.00	
Premium	499,900				
	25,494,900				
P/93	460,000				
1/85 Bds	937,312.50				
	26,892,212.50				
Excess:	278,787.50	(apply toward principal on 1985 Bonds)			

2.4 (a) [Handwritten note pointing to 1983 Serial Bonds table]

2.4 (b) [Handwritten note pointing to Deflect Supp. Rate column]

2.4 (c) [Handwritten note pointing to 1987 Additions Principal column]

2.6 (b) [Handwritten note pointing to Covered by 8/15/93 STRIP rows]

2.7 [Handwritten note pointing to Interest until maturity column]

2.8 [Handwritten note pointing to 1987 Additions Interest column]

2.9 [Handwritten note pointing to 1987 Additions Principal box]

2.5 (a) [Handwritten note pointing to 1985 Bonds table]

2.2 (a) [Handwritten note pointing to All maturities interest covered box]

2.2 (b) [Handwritten note pointing to When Supp. Rate ends box]

2.3 (b)(i) [Handwritten note pointing to Amount Needed table]

2.3 (b)(ii) [Handwritten note pointing to Excess line]

2.5 (a) [Handwritten note pointing to 8/15/93 Interest covered by STRIP box]

CERTIFICATE

I, Lucille Aurelius, the duly appointed/elected, qualified and acting City Clerk of the City of Maplewood, Minnesota, do hereby certify that the attached Resolution was duly adopted at the regular meeting of the City Council of the City of Maplewood, held on \_\_\_\_\_, 1987, and is a true and correct copy of the Resolution adopted at said meeting and on file and of record in the official Minutes of said City Council.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said City of Maplewood, Minnesota this \_\_\_\_ day of \_\_\_\_\_, 1987.

\_\_\_\_\_  
Lucille J. Aurelius

[SEAL]

**RESOLUTION NO. 87-**

**RESOLUTION AUTHORIZING EXECUTION OF DOCUMENTS  
IN CONNECTION WITH HEALTHEAST HEALTHCARE  
FINANCING PROPOSAL.**

**WHEREAS**, pursuant to an Indenture of Trust dated December 1, 1983 (the "1983 Indenture"), between the City of Maplewood, Minnesota (the "City") and First Trust Company, Inc., as Trustee, the City issued \$37,485,000 aggregate principal amount of its Hospital Revenue Bonds (Health Resources Hospital Corporation), Series 1983 (the "1983 Bonds") for the benefit of Health Resources Hospital Corporation (the "Corporation"); and

**WHEREAS**, pursuant to an Indenture of Trust dated December 1, 1985 (the "1985 Indenture"), between the City and the Trustee, the City issued \$24,995,000 aggregate principal amount of its Tender Option Hospital Refunding Bonds, Series 1985 (Health Resources Hospital Corporation Project) (the "1985 Bonds") for the benefit of the Corporation; and

**WHEREAS**, on August 10, 1987, by Resolution No. 87-\_\_\_, the City Council of the City approved a proposal from HealthEast that the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (the "HRA") issue tax exempt bonds (the "HealthEast Bonds"), the proceeds of which would be used (i) to finance the acquisition or construction of (or reimburse HealthEast or an affiliate for payments made by it or any affiliate to acquire or construct) health care facilities including improvements to buildings and equipment and other movable personal property to be acquired by HealthEast or an affiliate and located at, or used in connection with existing facilities maintained and operated by HealthEast or an affiliate in the City of Saint Paul, Minnesota or the City of Maplewood, Minnesota; (ii) to refund the outstanding bonds issued by the HRA, the Port Authority of the City of Saint Paul or the City of Maplewood, including the 1983 Bonds and the 1985 Bonds; and (iii) to fund a reserve and pay certain costs of issuance of the bonds, including the discount; and

**WHEREAS**, section 7-1(1)(B)(ii) of the 1983 Indenture and section 8.02 of the 1985 Indenture did not contemplate or provide that securities might be held in a common escrow trust fund for the benefit of the 1983 Bonds and the 1985 Bonds; and

**WHEREAS**, the City and the Corporation desire that the Trustee act as escrow agent with respect to both the 1983 Bonds and the 1985 Bonds, in addition to its capacities as trustee

of the 1983 Bonds and 1985 Bonds, and that in such capacities, the Trustee hold various securities in trust for the benefit of the holders of the 1983 Bonds and 1985 Bonds; and

**WHEREAS**, there have been presented to the City Council forms of a First Supplemental Bond Indenture with respect to the 1983 Bonds, First Supplemental Bond Indenture with respect to the 1985 Bonds, and form of Amended and Restated Escrow Trust Fund Agreement (hereinafter collectively referred to as the "Documents"), which have been reviewed by City staff; and

**WHEREAS**, the City and the Corporation desire to amend the 1983 Indenture and the 1985 Indenture to provide that the Trustee may hold such securities, on the terms and conditions specified in the Documents, and further desire to authorize execution of all documents on behalf of the City as may be necessary to accomplish the refunding contemplated by the City's previous resolution No. 87-\_\_\_\_\_ of August 10, 1987.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Maplewood, Minnesota, as follows:

The Mayor and City Clerk are authorized to execute the First Supplemental Bond Indenture with respect to the 1983 Bonds, First Supplemental Bond Indenture with respect to the 1985 Bonds, and Amended and Restated Escrow Trust Fund Agreement, in substantially the forms submitted to the City Council, and to execute such other documents as may be necessary and appropriate, with such modifications thereof, deletions therefrom, and additions thereto as may be necessary and appropriate and approved by bond counsel and the City Attorney as counsel to the City.

AGENDA REPORT

TO: City Manager  
FROM: Assistant City Engineer  
SUBJECT: City Project 87-41, Brooks Court Water Main Reconstruction  
DATE: November 4, 1987

Endorsed \_\_\_\_\_  
Modified \_\_\_\_\_  
Rejected \_\_\_\_\_  
Date \_\_\_\_\_

INTRODUCTION

The existing water main extending from Brooks Court is improperly located on private property and was improperly constructed. This situation has significant public health, safety and legal implications. The purpose of this item is to initiate action to correct this situation.

BACKGROUND

The existing 12-inch diameter water main extending southeast from the Brooks Court cul-de-sac near the boundary between Lots 17 and 18, Block 4, Carsgrove Meadows First Addition is not located within an easement. The water main was constructed under City Project 81-13, which was designed by Probe Engineering Company, Inc. Although a utility easement was shown on the approved construction plans, the easement was not incorporated into the final plat. This omission, coupled with the fact that the water main was not installed at the location and depth shown on the approved plans, has resulted in the approximate separation of four feet from the water main to the foundation of the house located at 984 Brooks Court. The water main was laid with excessive cover such that it cannot be effectively maintained.

A review of the situation and available alternatives was initiated after a St. Paul Water Utility representative noted a discrepancy in a valve location. Subsequent investigation confirmed that the water main was on private property without an easement and that the main was installed too deep.

ALTERNATIVES

1. Do nothing.
2. Acquire an easement covering the existing installation and relay water main at appropriate depth and horizontal clearances.
3. Acquire a new easement and construct a new water main to replace the existing water main, which would be capped and abandoned in place.

DISCUSSION

1. Do nothing--this would result in the continuance of a situation with very significant unacceptable legal and engineering consequences. Since the water main is trespassing on private property, the owner is

entitled to take action to remove it. If this trunk line were removed and not replaced, it would very seriously affect the distribution of potable water in this area. The loss of this trunk water main might result in inadequate fireflow capacity or interruption of service to the area if the other trunk located on County Road C were to be shut down.

Furthermore, the excessive depth of the water main, which is contrary to the St. Paul Water Utility Standards for Installation of Water Mains, would prevent timely maintenance of the water main if required. These factors result in a water main which cannot be considered to reliably function to provide water as required for public health and safety needs.

The fact that the 12-inch water main is within four feet of the house foundation at 984 Brooks could result in erosion of supporting material under the foundation footings or other damage to the structure in the event of a break in this vicinity. There is large potential liability resulting from the proximity of the water main to the house.

2. The acquisition of an easement covering the existing alignment would not in itself correct the situation. The water main would need to be constructed to proper depth and horizontal clearances. It would be technically difficult, with associated costs, to remove and relay the existing water main pipe due to its proximity to the house foundation and a retaining wall on the adjacent lot. This is not a viable option.

3. A new easement has been acquired between Lots 16 and 17 of Block 4 that will provide acceptable horizontal clearances. A replacement water main on this new alignment that meets all technical requirements has been designed by public works department staff. The new water main is 367 feet in length. The existing water main would be drained, capped and abandoned in place. It will be necessary to shut down the water service to the residents of Brooks Court for approximately four hours during the connection of the replacement water main to the existing water main within Brooks Court. Proper notification would be given to affected residents.

#### RECOMMENDATION

It is recommended that a replacement water main be constructed on the new easement to supercede the existing water main. Due to the extremely serious consequences to public health and safety, as well as liability for property damage, it is recommended that the replacement be constructed as soon as possible.

If the project is bid under normal competitive bidding procedures, then construction would begin after the onset of winter. This might result in unsatisfactory working conditions for proper installation of the new main. Additional inconvenience for adjacent property owners might be entailed if construction extended into winter.

Due to the pressing legal and engineering concerns that have been discussed, it is thought that delaying this project until spring is unacceptable. Therefore, it is recommended that the city council declare that this situation is an emergency and authorize the award of contract for construction of the replacement water main on the basis of quotes from solicited qualified contractors.

#### BUDGET IMPACT

Quotes were solicited from Frattalone Excavating, Ro-So and Orfei Contracting, Inc. for this project. Quotes of \$29,876.75 and \$37,599 were received from Frattalone Excavating and Ro-So, respectively. Charges from St. Paul Water Utility for reconnection of existing water service at 984 Brooks Court and engineering/inspection services are estimated at \$800. Additional costs are for engineering and permit fees.

Due to the fact that this project is necessary due to omissions in recording an easement and errors in the construction layout, it is appropriate to seek to recover the costs of this project through legal action from the responsible parties. Financing from Fund 03, hydrant charge, is recommended. Costs that are recovered through legal action should be reimbursed to the hydrant fund.

#### ACTION REQUIRED

It is recommended that the city council pass the attached resolution which authorizes transfer of funds from the hydrant fund and award of the construction contract under emergency procedures. The resolution also directs the city attorney to take steps to recover the project costs from the engineer of City Project 81-13.

jc

RESOLUTION

DECLARATION OF EMERGENCY NECESSARY  
TO RECONSTRUCT BROOKS COURT WATER MAIN

WHEREAS, the existing public trunk water main extending southeast from Brooks Court is located upon private property without an easement and is improperly constructed so as to preclude proper maintenance.

WHEREAS, the use of said trunk water main, which is essential for the public health and safety, is compromised by this situation.

WHEREAS, said water main poses a threat to private property due to its close proximity.

WHEREAS, to expedite the correction of this situation, the department of public works has obtained a new easement on a different alignment, has prepared plans and specifications for a replacement trunk water main, and has received quotes for construction of the replacement water main. A low quote of \$29,876.75 was received from Frattalone Excavating.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA, as follows:

The department of public works is authorized to award the contract for construction of 367 lineal feet of new water main and appurtenances, described as City Project 87-41, Brooks Court Water Main Reconstruction, to Frattalone Excavating under a declared emergency necessary to protect public health and safety and limit the city's liability for property damage. City Project 87-41 is to be funded by a transfer of funds from the hydrant charge fund. The city attorney is directed to pursue the recovery of costs for City Project 87-41 from responsible parties of the original improper water main construction under City Project 81-13.

## MEMORANDUM

Action by Council:

TO: City Manager  
FROM: City Engineer  
SUBJECT: Ramp I-694 and County Road D  
DATE: November 5, 1987

Endorsed \_\_\_\_\_  
Modified \_\_\_\_\_  
Rejected \_\_\_\_\_  
Date \_\_\_\_\_

Several years ago the question of a ramp off I-694 eastbound to County Road D at Southlawn was discussed. At that time the Tousley Addition plat north of County Road D was being reviewed. Right-of-way for the ramp was needed from this plat. After lengthy discussions with landowners, MnDOT, consultants and staff, the plat was approved with no right-of-way for the ramp.

Development has occurred since plat approval. The location of the ramp would be extremely expensive to purchase at this time. In addition, the city would likely be required to finance the construction of the ramp.

Given the large cost involved it is recommended no further action be taken on this subject.

jc

MEMORANDUM

Action by Council:

TO: City Manager  
FROM: City Engineer  
SUBJECT: Hillcrest Sanitary Sewer, Project 86-22  
Change Orders One and Two  
DATE: November 5, 1987

Endorsed\_\_\_\_\_

Modified\_\_\_\_\_

Rejected\_\_\_\_\_

Date\_\_\_\_\_

Change Order One is attached for reference. The net change of the items is a savings of \$32,620.

Change Order Two is a net change increasing the cost \$16,194.54. The extra work is due to bad soils and water encountered on McKnight Road between Maryland and Ivy.

Approval of Change Orders One and Two is recommended.



ENGINEERS ■ ARCHITECTS ■ PLANNERS

222 EAST LITTLE CANADA ROAD, ST. PAUL, MINNESOTA 55117 612 484-0272

# CHANGE ORDER

OWNER City of Maplewood DATE 8-29-87  
 OWNERS PROJECT NO. 86-22 CHANGE ORDER NO. 1  
 PROJECT DESCRIPTION Hillcrest Trunk Sanitary Sewer SEH FILE NO. 87113

The following changes shall be made to the contract documents

Description: **See Attached**

Purpose of Change Order:

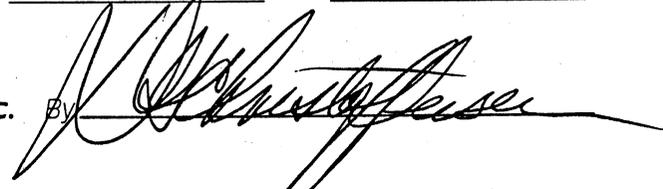
Basis of Cost:  Actual  Estimated

Attachments (list supporting documents)

### Contract Status

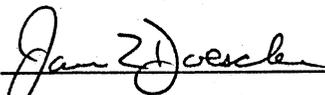
Original Contract  
 Net Change Prior C.O.'s \_\_\_\_\_ to \_\_\_\_\_  
 Change this C.O.  
 Revised Contract

Time	Cost
	\$ 757,886
No Change	
No Change	(32,640)
No Change	\$ 725,246

Recommended for Approval: **Short-Elliott-Hendrickson, Inc.** By 

Agreed to by Contractor:

Approved for Owner:

By   
 Title project manager

By \_\_\_\_\_  
 By \_\_\_\_\_

Distribution Contractor 2 Owner 1 Project Representative 1 SEH Office 1

ATTACHMENT

CHANGE ORDER NO. 1  
CITY OF MAPLEWOOD  
HILLCREST TRUNK SANITARY SEWER  
PROJECT 86-22  
SEH FILE NO: 87113

1.	Delete Special Structure No. 1		\$ (40,000.00)
2.	Construct sanitary sewer & watermain between MH #1 & MH #13 at new location as shown on revised plan sheets dated 8-25-87		-0-
3.	Abandon Manhole		
	a. Bulkhead all lines in manhole.		
	b. Remove & dispose all concrete in top 3 ft. of manhole.		
	c. Fill manhole with granular borrow material.		
		3 @ \$400/each =	1,200.00
4.	Delete 95' of jacked pipe @ \$200/LF =		(19,000.00)
5.	Add for cost of bond railroad insurance and project representatives office trailer. (The contractor included the cost of these items in his bid for Special Structure No. 1).		20,000.00
6.	Add 15" RCP, CL V 10-12' deep to replace deleted structure No. 1.		
		34 L.F. @ \$40/L.F. =	1,360.00
7.	Add 15" RCP, CL V 24-26' deep to replace deleted jacked pipe.		
		95 L.F. @ \$40/L.F. =	<u>3,800.00</u>
	NET CHANGE IN CONTRACT		\$ (32,640.00)



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222 EAST LITTLE CANADA ROAD, ST. PAUL, MINNESOTA 55117 612 484-0272

# CHANGE ORDER

OWNER City of Maplewood DATE 10-26-87  
 OWNERS PROJECT NO. 86-22 CHANGE ORDER NO. 2  
 PROJECT DESCRIPTION Hillcrest Trunk Sanitary Sewer SEH FILE NO. 87113

The following changes shall be made to the contract documents

Description: See Attached

### Purpose of Change Order:

- A. For materials to improve street subgrade condition on McKnight Rd. between Sta. 0+00 and 14+00
- B. Four day delay due to NSP work on Maryland Ave.

Basis of Cost:  Actual  Estimated

Attachments (list supporting documents)

### Contract Status

	Time	Cost
Original Contract		757,886.00
Net Change Prior C.O.'s _____ to <u>1</u>	No Change	(32,640.00)
Change this C.O.	+ 4 days	16,194.54
Revised Contract	Nov. 5, 1987	* 741,440.54

All the sanitary sewer, watermain & appurtenances & complete restoration (except bituminous surfacing on McKnight Rd & turf replacement) of all surfaces between Manhole No. 1 and Manhole No. 20 shall be substantially complete on or before Nov. 5, 1987  
 Recommended for Approval: Short-Elliott-Hendrickson, Inc. By D. G. Christoffersen

Agreed to by Contractor:

Approved for Owner:

By Jan Z. Doersch  
 Title mgr

By \_\_\_\_\_  
 By \_\_\_\_\_

Distribution Contractor 2 Owner 1 Project Representative 1 SEH Office 1

ATTACHMENT  
CHANGE ORDER NO. 2  
CITY OF MAPLEWOOD  
HILLCREST TRUNK SANITARY SEWER  
PROJECT 86-22  
SEH FILE NO: 87113

A.	1. Common Excavation (Truck haul) 1607 CY @ \$2.90/CY	\$4,661.48
	2. Granular Borrow Loose Volume 1928 CY @ \$4.50/CY	8,676.00
	3. Fly Ash 150.53 Ton @ \$18.98/Ton	2,857.06
B.	Four day delay due to NSP gas on Maryland Avenue	<u>0</u>
	TOTAL	\$16,194.54