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AGENDA  
Maplewood City Council  
7:00 P.M., Thursday, March 18, 1982  
Municipal Administration Building  
Meeting 82-7

(A) CALL TO ORDER

(B) ROLL CALL

(C) APPROVAL OF MINUTES

1. Minutes 82-5 (February 18)

(D) APPROVAL OF AGENDA

(E) CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion in the form listed below. There will be no separate discussion on these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

1. Accounts Payable
2. Airport Partnership Watermain
3. Settlement: Project 78-24
4. Settlement: Barkdoll
5. Vacation: Century Avenue

(E-A) HRA APPOINTMENTS

(F) PUBLIC HEARINGS

1. Preliminary Plat, Variances, and Lot Division: Keller Parkway (Dick Anderson) (7:00) \_\_\_\_\_
2. Liquor License: Vitale-Chalet Lounge (7:30) \_\_\_\_\_
3. Liquor License: Clausen-2280 Maplewood Drive (7:30) \_\_\_\_\_

(G) AWARD OF BIDS - None

(H) UNFINISHED BUSINESS - None

(I) VISITOR PRESENTATION

(J) NEW BUSINESS

1. Holloway Avenue-Sterling Street Project \_\_\_\_\_
2. Cash Connection Charges: Schouvelier \_\_\_\_\_
3. Code Amendment: Definition of Family \_\_\_\_\_
4. Code Amendment: Accessory Apartments \_\_\_\_\_
5. Disbandment of Community Design Review Board \_\_\_\_\_

(K) COUNCIL PRESENTATIONS

1. \_\_\_\_\_
2. \_\_\_\_\_
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9. \_\_\_\_\_
10. \_\_\_\_\_

(L) ADMINISTRATIVE PRESENTATIONS

(M) ADJOURNMENT

MINUTES OF MAPLEWOOD CITY COUNCIL  
7:00 P.M., Thursday, February 18, 1982  
Council Chambers, Municipal Building  
Meeting No. 82-5

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 7:04 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
MaryLee Maida, Councilmember	Present

C. APPROVAL OF MINUTES

None.

D. APPROVAL OF AGENDA

Councilmember Bastian moved to approve the Agenda as amended:

1. Agenda meeting - March 2, 1982
2. Water pipe freezing in street
3. Police Dispatcher
4. Traffic Problem - Pleasantview Park
5. Public apology
6. AFSCME Contract
7. Bingo - Lions
8. Mobile Homes
9. Visitor Presentation be placed after Item E, F and H

Seconded by Mayor Greavu.

Ayes - all.

E. CONSENT AGENDA

Council removed Item E-6 and 7 from the Consent Agenda to become Item J-5 and 6.

Mayor Greavu moved, seconded by Councilmember Juker, Ayes - Mayor Greavu, Councilmembers Anderson, Juker and Maida, Nay - Councilmember Bastian to approve the Consent Agenda:

1. Accounts Payable

Approved the accounts (Part I - Fees, Services, Expenses, Check No. 006110 through Check No. 006857 - \$111,484.09; Check No. 012491 through Check No. 012614 - \$82,035.39; Part II - Payroll Check No. 02882 through check No. 03002 - \$47,281.84) in the amount of \$240,801.32.

2. Nature Center Hours - Resolution

Resolution No. 82-2-24

WHEREAS, Section 2 of the Ordinance relating to the Maplewood Nature Center indicates that the City Council of Maplewood shall designate the hours for the center; and

NOW, THEREFORE, effective February 19, 1982 and thereafter, the Maplewood Nature Center shall be open to the public during the period from 30 minutes before sunrise and until 30 minutes after sunset.

3. Easement Acquisition: Hillwood Drive - Dorland Road

Resolution No. 82-2-25

WHEREAS, the City of Maplewood desires permission to use a portion of land owned by the Board of Water Commissioners for ponding purposes;

WHEREAS, an agreement dated July 11, 1961 by and between the City of Maplewood and the Board of Water Commissioners provides permission for Maplewood to construct utility lines and works over and upon lands owned by the Board;

WHEREAS, the Maplewood staff has reviewed the proposed Addendum to Agreement and staff recommends approval of said proposed subject to execution by all parties of the addendum to the original agreement that will authorize said permission to pond;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA, that the Addendum to Agreement by and between the City of Maplewood and the Board of Water Commissioners is hereby approved and that the proper City officers be authorized and hereby directed to execute said addendum on behalf of the City of Maplewood.

4. English Street Improvement

Resolution No. 82-2-26

WHEREAS, pursuant to an amended written contract approved by the City on October 3, 1980, Richard Knutson, Inc. of Burnsville, Minnesota, has satisfactorily completed Maplewood Improvement Project 79-4 in accordance with said contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MAPLEWOOD, MINNESOTA, the work completed under said contract is hereby accepted and approved; and

BE IT FURTHER RESOLVED that the City Clerk and Mayor are hereby directed to issue a proper order for final payment on such contract, taking the contractor's receipt in full.

5. State Aid Transfers

Approve transfer of \$6,100 from the Street Construction State Aid Fund to the Special Assessment Fund effective December 31, 1981 to finance the following projects:

- \$3,200 - Project No. 70-5
- \$2,900 - Project No. 71-15

8. Interfund Transfers - Engineering and Administrative Charges

Resolution 82-2-27

BE IT RESOLVED, that effective December 31, 1981 transfers be made between the following construction projects and the General Fund for in-house engineering and administrative costs:

PROJECT NO.		TRANSFER TO (FROM) GENERAL FUND		TOTAL
		ENGINEERING	ADMINISTRATIVE	
77-04	Maple Greens - Phase III	\$ 2,291	\$ 269	\$ 2,560
77-09	Gervais - Germain to White Bear Ave.	3,749	760	4,509
77-12	Maryland Avenue	19,714	(627)	19,087
77-13	Car-Don Estates	2,383	452	2,835
78-01	Gervais-East of Hwy. 61	22,020	653	22,673
78-09	Water on East Shore Drive	8,206	811	9,017
78-10	Hillwood drive	11,069	-0-	11,069
78-12	Crestview 2nd Addition	1,524	508	2,032
78-18	Condor Storm Sewer	3,793	-0-	3,793
78-20	Brookview Drive-Storm Sewer II	3,642	387	4,029
78-23	Crestwood Knolls 2nd Addition	1,370	356	1,726
78-24	Beam - West of Hwy. 61	4,834	1,201	6,035
79-01	Cope Connection	11,560	190	11,750
79-04	English St. - Near County Road C	7,934	432	8,366
79-10	Gall AVenue	600	100	700
79-15	Maple Knolls	4,709	1,043	5,752
80-03	Water on Ripley	981	-0-	981
80-12	Crestview Forest Subdivision	308	617	925
80-13	Goff's Mapleview Addition	(28)	-0-	(28)
80-14	Keller Parkway Sewer	3,891	-0-	3,891
80-17	Hwy. 61 Water (Datsun)	81	400	481
80-18	Kennard Sewer	67	67	134
81-03	Arcade Street Water	196	127	323
81--6	1981 Diseased Tree Program	-0-	204	204
81-08	Carlton Club Water	557	123	608
81-12	Sterling Street	5,511	-0-	5,511

81-16 Acorn Greenhouse Development	3,806	1,173	4,979
81-19 Chesterwood Addition	<u>3,122</u>	<u>1,132</u>	<u>4,254</u>
	<u>\$ 127,890</u>	<u>\$ 10,378</u>	<u>\$138,268</u>

9. Budget Transfer and Court Judgement

Approved a budget transfer of \$300 from the General Fund contingency account (101-199-4910) to the judgements account (101-199-4970) to settle a lawsuit filed by Thomas J. Perzichilli, Jr., 2300 Linwood Avenue

Approved a budget transfer of \$1800 from the Revenue Sharing Fund Contingency Account (203-199-4910) to the subscriptions and memberships account (203-199-4380) for the charge for the Cable TV Commission (\$3,000 previously budgeted, \$4,800 total charge).

10. Budget Transfer: Emergency Preparedness

Approved the budget transfer of \$400.00 from the Contingency Fund to Public Works for the purchase of 1,000 additional sand bags.

I. VISITOR PRESENTATIONS

1. Richard Hagstrom, 2130 Arcade Street

a. Mr. Hagstrom informed the Council of the problem he has encountered since purchasing his home at 2130 Arcade Street from Voya Piletich. Mr. Piletich divided the property at 2130 Arcade Street and is building a home on the vacant piece. Mr. Hagstrom has had his property surveyed and found that the lot line goes through his foundation. Also, Mr. Piletich has located his new dwelling closer to the lot line than is stated in the code.

b. Mr. Hagstrom requested Council to have staff monitor previous records and submit the information to him. He also requested Council also institute a code amendment to require more than a five foot setback on RE District zones.

F. PUBLIC HEARINGS

1. Town Crier: Liquor License 7:00 P.M.

a. Mayor Greavu convened the meeting for a public hearing regarding the application of Thomas Cory and Jack Maxwell for an On Sale Liquor License at Town Crier Restaurant, 1829 North St. Paul Road. The Clerk stated the hearing notice was found to be in order and noted the dates of publication.

b. Manager Evans presented the staff report.

c. Mr. Cory and Mr. Maxwell, the applicants, spoke on behalf of their 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 Anderson moved to approve an On Sale Liquor License for Thomas Cory and Jack Maxwell to do business as The Town Crier, 1829 North St. Paul Road, subject to the following conditions:

- No dancing permitted
- No patron bar or lounge
- Liquor to be sold with meals only

and introduced the following resolution and moved its adoption:

82 - 2 - 28

NOTICE IS HEREBY GIVEN, that pursuant to action by the City Council of the City of Maplewood on February 18, 1982, an On Sale Intoxicating Liquor License was approved for Thomas Cory and Jack Maxwell, dba The Town Crier, 1829 North St. Paul Road;

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

Seconded by Mayor Greavu.

Ayes - all.

I. VISITOR PRESENTATIONS

None.

G. AWARD OF BIDS

1. Rotary Mower

- a. Manager Evans presented the staff report.
- b. Mayor Greavu introduced the following resolution and moved its adoption:

82 - 2 - 29

BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA, that the bid of Langula Hardware, Inc. in the amount of \$12,189.50 is the lowest responsible bid for one (1) Front-Mounted Rotary Mower and the Mayor and Clerk are hereby authorized and directed to enter into a contract with said bidder for and on behalf of the City.

Seconded by Councilmember Maida.

Ayes - Mayor Greavu, Councilmembers Anderson, Juker and Maida.  
Nays - Councilmember Bastian.

H. UNFINISHED BUSINESS

1. Minimum Dwelling Floor Area

- a. Councilmember Juker moved to table this item until later in the Agenda.

Seconded by Councilmember Anderson.

Ayes - all.

2. Amendment to Rules of Procedures

a. Councilmember Bastian moved to approve the following amendments to the Rules of Procedures:

Section 10

Subsection A. Ordinances, resolutions and other matters or subject requiring action by the Council shall be introduced and sponsored by a member of the Council. The City Manager or Attorney may present ordinances, resolutions and other matters or subject to the Council.

Subsection C. Every ordinance other than emergency ordinances shall have two public readings as provided in Subsection (b) of this Section and at least fourteen days shall elapse between the first reading or waiver thereof and the second reading or waiver thereof. No ordinance shall be given its first public reading when introduced under "Council Presentations". Any ordinance introduced under that order of business shall be placed under "New Business" at the next regular meeting of the Council.

Seconded by Mayor Greavu.

Ayes - Mayor Greavu, Councilmembers Anderson, Bastian and Maida.

Nays - Councilmember Juker.

3. Legal Claim: Barkdoll

a. City Attorney John Bannigan explained the lawsuit.

b. Mayor Greavu moved to authorize the City Attorney to join in a proposed settlement up to \$2500.00 with the Barkdolls.

Seconded by Councilmember Anderson.

Ayes - all.

I. VISITOR PRESENTATIONS

None.

J. NEW BUSINESS

1. Final Plat: Acorn Greenhouses

a. Manager Evans presented the staff report.

b. Councilmember Anderson moved to approve the Acorn Greenhouse Final Plat with the understanding all conditions of the preliminary plat have been met.

Seconded by Mayor Greavu.

Ayes - Mayor Greavu; Councilmembers Anderson, Bastian and Maida.

Nays - Councilmember Juker.

2. Code Amendment: Quad and Double Dwelling

a. Manager Evans stated that on February 4, 1982, the Council voted to reconsider this ordinance at the February 18 meeting. The Community Design Review Board recommended approval. Approval of the enclosed ordinance is recommended.

b. Councilmember Juker moved first reading of an ordinance regulating the design of Quads and Double Dwellings.

Seconded by Councilmember Maida.

Ayes - Councilmembers Anderson, Juker and Maida.

Nays - Mayor Greavu and Councilmember Bastian.

3. Resolution of Appreciation

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

82 - 2 - 30

WHEREAS, Tom Morris became a member of the Housing and Redevelopment Authority of Maplewood, Minnesota in January of 1981 and has served faithfully in that capacity to the present time; and

WHEREAS, he will not be available for reappointment after the expiration of his term in March; and

WHEREAS, he has freely given of his time and energy without compensation, for the betterment of the City of Maplewood; and

WHEREAS, he has shown sincere dedication to his duties and has consistently contributed his leadership and effort in many ways for the benefit of the City;

NOW, THEREFORE, IT IS HEREBY RESOLVED for and on behalf of the City of Maplewood, Minnesota, and the citizens of the City that Tom Morris is hereby extended our heartfelt gratitude and appreciation for his dedicated service and we wish him continued success in the future.

Seconded by Councilmember Juker.

Ayes - all.

4. M.T.C. Bus Rerouting

a. Manager Evans presented a proposal from MTC to reroute the 9C Bus to serve Condordia Arms. As the map shows, the new route would be on Lydia Avenue and Ariel Street. These are permanent 9 ton streets with sufficient strength to carry bus traffic.

b. Several of the residents of Concrodia Arms spoke on behalf of the rerouting.

c. Councilmember Juker moved to request the MTC to reroute the 9C Bus to west on Woodlyn Avenue to Ariel, south on Ariel to Lydia and then west to White Bear Avenue and to also request the MTC to have bus 9C pause at Concordia Arms.

Seconded by Councilmember Anderson.

Ayes - all.

5. Financial Transfers to Close Improvement Projects

a. Councilmember Juker moved to approve the transfers to close nine projects and introduced the following resolution and moved its adoption:

82 - 2 - 31

RESOLUTION ABANDONING CERTAIN IMPROVEMENT PROJECTS UNDERTAKEN  
PURSUANT TO MINNESOTA STATUTES, CHAPTER 429 AND

PROVIDING FOR THE TRANSFER OF FUNDS IN CONNECTION THEREWITH

WHEREAS

(a) The City of Maplewood has heretofore undertaken the following improvement projects pursuant to the authority granted in Minnesota Statutes, Chapter 429: Project 78-19 (Hillcrest Development-McKnight Water) and Project 79-7 (Walter Street) (collectively, the "Projects").

(b) The City of Maplewood has heretofore issued Temporary Improvement Bonds of 1980, dated August 1, 1980 (the "Bonds") to finance all or a portion of the cost of the Projects.

(c) The City Council desires to abandon the Projects and provide for the transfer of the moneys held in the respective Construction Accounts attributable to the Projects as hereinafter set forth.

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

1. The City of Maplewood abandons the Projects for the following reasons: Project 78-19 would be more cost effective to construct in conjunction with the county's reconstruction of McKnight Road sometime in the future; Project 79-7 is not financially feasible.

2. The investment earnings accruing on the Bond proceeds held in the respective Construction Accounts attributable to the Projects shall be used by the City to pay the cost of the Projects prior to the date of abandonment.

3. The \$414,926.70 balance in Project 78-19 shall be transferred as follows:

\$400,000.00 to Project 81-4 Adolphus Street Sewer  
14,926.70 to Project 79-15 Southlawn Avenue Imp.

4. The \$95,355.49 balance in Project 79-7 shall be transferred as follows:

\$50,000.00 to Project 78-20 Brookview Drive Storm Sewer  
28,000.00 to Project 80-14 Keller Parkway Sanitary Sewer  
17,335.49 to Project 81-6 Diseased Tree Program - 1981

Seconded by Councilmember Anderson. Ayes - all.

6. Carry Over of 1981 Appropriations to 1982

a. Councilmember Juker moved to authorize the following reductions in the 1981 Budget and the following increases in the 1982 Budget for all of the above carry over requests:

	Amount	1982 Account Code	Function	Purpose
1)	\$ 1,230	101-110-4730	City Hall Maintenance	Ventilating Improvements
2)	880	101-112-4640	Emergency Preparedness	Refurbish and replace old warning siren electrical control boxes
4)	1,460	101-401-4520	Public Safety Admn.	P.O.S.S.E. computer rental
5)	1,550	101-401-4630	Public Safety Admin.	Office equipment
6)	400	101-402-4240	Police Services	Snowmobile suit, boots & gloves

7)	\$ 5,630	101-402-4640	Police Services	Bullet proof vests
8)	4,000	101-403-4390	Paramedic Services	Emergency Medical Technician training
9)	390	101-403-4600	Paramedic Services	Undesignated capital outlay ("Paramedic Gift Fund")
10)	28,740	101-403-4640	Paramedic Services	East Metro E.M.S. Communication System
11)	8,000	101-407-4480	Animal Control	To increase patrol hours (1982 Budget reduced patrol hours by 50%)
12)	150	101-501-4630	Public Works Admin.	Office equipment
13)	150	101-503-4630	Engineering	Office equipment
14)	5,500	101-602-4720	Park Maintenance	Repair of asphalt parking lot at Afton Heights Park

\$58,550 Total

REVENUE SHARING FUND

Expenditures and encumbrances for the Revenue Sharing Fund were \$117,715 under budget according to preliminary figures. Revenues were \$7,554 less than budgeted because revenue sharing allotments were less than anticipated. However, there are sufficient monies available for the following proposed appropriation carry overs:

	<u>Amount</u>	<u>Account Code</u>	<u>Function</u>	<u>Purpose</u>
1)	\$20,370	203-403-4610	Paramedic Services	Replacement of paramedic patrol vehicles
2)	880	203-403-4640	Paramedic Services	Paramedic equipment
3)	12,500	203-506-4640	St. Lights & Signals	Opticom at I-94 and Hwy. 120
	<u>\$33,750</u>	Total		

Seconded by Councilmember Anderson.

Ayes - all.

H. UNFINISHED BUSINESS (continued)

1. Minimum Dwelling Floor Area

b. Commissioner Lorraine Fischer presented the following Planning Commission recommendation:

"Commissioner Prew moved the Planning Commission recommend to the City Council amending Section 904.010 (6) as follows:

(6) Minimum Floor Area Requirements

a. The floor area of any detached single family dwelling, hereafter erected, shall not be less than the following:

1. A one-story dwelling: 864 square feet
2. A tri-level dwelling: 975 square feet
3. Bi-level and 1 1/2 story dwellings: 1008 square feet
4. A two-story dwelling: 1056 square feet.

b. Room size and number shall be consistent with the Uniform Building Code standards.

Also, amend Section 916.010 to include the following new subsections:

(20) Single-family detached residence types are defined as follows:

- a. One story residence - single floor level, usually at grade level.
- b. One and one-half story residence - two floor levels; one at grade and one above grade, which does not have full ceiling height for the entire above-grade level.
- c. Two story residence - two floor levels; one at grade and one above grade, both with full ceiling height.
- d. Three-story residence - three floor levels; one at grade and two above grade, all with full ceiling height.
- e. Tri-level residence - three floor levels; usually one four feet below grade, one at grade, and one four feet above grade, all with full ceiling height.
- f. Bi-level residence - two floor levels; usually one four feet below grade, one four feet above grade, both with full ceiling height. May be on sloping lot with lower level partially exposed.

(21) Floor area for single-family detached dwellings shall be calculated as follows:

- a. The total floor area of habitable levels at or above grade which have full ceiling height
- b. One-half the floor area of habitable levels partially below grade with full ceiling height.

(22) Habitable floor area - as defined by the Uniform Building Code.

(23) Grade - as defined by the Uniform Building Code.

Commissioner Pellish seconded.

Commissioner Fischer moved an amendment to change the minimum square feet for a one-atory dwelling to 800 square feet.

Commissioner Hejny seconded.

Ayes - 5

Nays - 3 (Commissioners Whitcomb  
Pellish, Kishel)

Voting on the motion as amended:

Ayes - 7

Nays - 1 (Commissioner Fischer)"

c. Councilmember Maida introduced the following ordinance and moved its adoption:

ORDINANCE NO.

AN ORDINANCE AMENDING SECTIONS 904 AND 916 OF THE  
MUNICIPAL CODE RELATING TO MINIMUM FLOOR AREA REQUIREMENTS

THE COUNCIL OF THE CITY OF MAPLEWOOD DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Section 904.010 (6) is amended to read as follows:

6. Minimum Floor Area Requirements

- a. The floor area of any detached single dwelling, hereafter erected, shall not be less than the following:
  1. a one story dwelling: 950 square feet
  2. a bi-level or a one and one-half story dwelling: 960 square feet
  3. a tri-level dwelling: 765 square feet
  4. a two-story dwelling: 720 square feet
- b. Room size and number shall be consistent with Uniform Building Code standards.
- c. Floor area for single dwellings shall be calculated as follows:
  - a. The floor area at grade for one-story, bi-level,  $1\frac{1}{2}$  story, and two-story dwellings; or
  - b. At and above grade for tri-level dwellings.

Section 2. Section 916-101 is amended to add the following new subsections:

(a) Single-dwelling types are defined as follows:

- a. One story dwelling: single floor level, usually at grade level.
- b. One and one half story dwelling: two floor levels; one at grade and one above grade, which does not have full ceiling height for the entire above-grade level.
- c. Two-story dwelling: two floor levels; one at grade and one above grade, both with full ceiling height.
- d. Tri-level dwelling: three floor levels; usually one four feet below grade, one at grade, and one four feet above grade, all with full ceiling height.
- e. Bi-level dwelling: two floor levels; usually one four feet below grade, one four feet above grade, both with full ceiling height. May be on sloping lot with lower level partially exposed.

(21) Floor area: The sum of the gross horizontal area of the floor of a building, measured to the exterior side of the exterior walls. Floor area shall not include garages, attics, or unheated spaces.

(22) Grade: as defined by the Uniform Building Code

Section 3. This ordinance shall take effect upon passage and publication.

Seconded by Councilmember Anderson.

Ayes - Councilmembers Anderson, Juker and Maida.

Nays - Mayor Greavu and Councilmember Bastian.

Motion failed. (4 votes required)

K. COUNCIL PRESENTATIONS

1. Agenda Meeting - March 2, 1982

a. Councilmember Maida requested that the March 2, 1982 Agenda Meeting be held on March 1, 1982 as she has a conflict that night.

b. Councilmember Bastian moved to hold the Agenda Meeting at 4:00 P.M. March 1, 1982.

Seconded by Councilmember Anderson.

Ayes - all.

2. Water Pipes - Freezing in the Street

a. Councilmember Anderson stated he had received a call from Mrs. Lipinski, Hazelwood Street, regarding her having to pay three times this year to have the water pipe in the street thawed.

b. Staff stated that this is a requirement of the St. Paul Water Department Contract with the City.

3. Police Dispatcher

a. Mayor Greavu moved to authorize the Manager to fill the vacant position of the Police Dispatcher.

b. Seconded by Councilmember Maida.

Ayes - all.

4. Traffic Problems - Pleasantview Park

a. Mayor Greavu stated he received a letter and petition from Dean Sherburne regarding the through traffic on Marnie Street. It has been proposed to move the fill dirt from the Hillwood Drive-Dorland Road Project to Pleasantview Park. The neighbors do not want any traffic on Marnie.

b. Manager Evans stated this item is scheduled for the March 4, 1982 Council Meeting.

5. Public Apology

a. Mayor Greavu apologized to the St. Paul Dispatch Winter Carnival Committee and the City of St. Paul for his statements pertaining to the medallion.

L. ADMINISTRATIVE PRESENTATION

1. AFSCME

a. Councilmember Anderson moved to approve the AFSCME contract for 1982 as presented by the Manager.

Seconded by Mayor Greavu.

Ayes - all.

2. Bingo - Lions

a. Manager Evans stated the Maplewood Lions have requested to have a special bingo game on Saturday, March 13, 1982. According to the State Statutes any organization that holds weekly bingo games may have one special occasion game. The Lions would like to have bingo all day, but this is prohibited.

b. Councilmember Bastian moved to approve a special occasion bingo permit for the North Maplewood Lions on March 13, 1982 and this permit be granted according to the State Statute.

Seconded by Councilmember Anderson.

Ayes - all.

3. Mobile Homes

a. Manager Evans stated there is proposed legislation prohibiting cities to regulate the placement of mobile homes in residential areas.

b. Councilmember Bastian moved to direct staff to draft a letter from the Council to the cities legislative representatives expressing our concern regarding the proposed changes in Statute 462.351, Subdivision 1 eliminating the cities ability to restrict manufactured homes in residential areas. He feels manufactured homes do not pay the normal freight and can be a "blight" on the environment and can result when grouped together in an area that requires more services.

Seconded by Councilmember Anderson.

Ayes - all.

M. ADJOURNMENT

9:54 P.M.

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City Clerk

CHECK*	A M O U N T	C L A I M A N T	P U R P O S E
000179	4,243.11	MN MUTUAL LIFE INS CO	CONTRIBUTIONS, INSURANCE
000180	* 3,773.47	MN MUTUAL LIFE INS CO	A/R - INS CONTINUANCE AND-HEALTH INS PAYABLE AND-LIFE INS DED PAYABLE AND-DENTAL INS PAYABLE AND-CONTRIBUTIONS, INSURANC
000181	237.03	ICMA RETIREMENT CORP	DEFERRED COMP PAYABLE AND-DEFERRED COMPENSATION
000182	13,292.05	MAPLEWOOD STATE BANK	FED INCOME TAX PAYABLE
000183	200.00	MN STATE RETIREMENT SYST	DEFERRED COMP PAYABLE
000184	4,942.57	STATE OF MN	MINN INCOME TAX PAYABLE
000185	297.43	AFSCME LOCAL 2725	UNION DUES PAYABLE AND-FAIR SHARE FEES PAYABL
000186	24.00	METRO SUPERVISORY ASSOC	UNION DUES PAYABLE
000187	127.00	MN MUTUAL LIFE INS CO	DEFERRED COMP PAYABLE
000188	10,596.00	CITY + CTY CREDIT UNION	CREDIT UNION DED PAYABLE
000189	145.00	ROSEMARY KANE	WAGE DEDUCTIONS PAYABLE
000190	292.80	MN BENEFIT ASSOC	MBA INS PAYABLE
000191	59.25	WISCONSIN DPT OF REVENUE	MINN INCOME TAX PAYABLE
000192	9,291.70	MN STATE TREASURER-FICA	F.I.C.A. PAYABLE AND-DUE TO OTHER GOVT UNIT
000193	209.00	MINN STATE TREASURER	STATE D/L FEES PAYABLE
000194	42.40	DENNIS SCUSICK	FEES, SERVICE -Dispatchers oral Board Review expense
000195	15.00	TREE INSPECTORS WORKSHOP	TRAVEL + TRAINING
000196	3,916.75	MINN STATE TREASURER	DEPOSITS-DEPUTY REGIST.
000197	3,280.75	MINN STATE TREASURER	DEPOSITS-DEPUTY REGIST.
000198	255.00	MINN STATE TREASURER	STATE D/L FEES PAYABLE
000199	1,229.00	MINN STATE TREASURER	DEPOSITS-DEPUTY REGIST.
000200	156.00	MINN STATE TREASURER	STATE D/L FEES PAYABLE

CHECK#	A M O U N T	C L A I M A N T	P U R P O S E
000201	21.00	HILLCREST MIDAMERICA	R E F U N D
000202	102.00	METRO STATE UNIV	TRAVEL + TRAINING
000203	70.00	RAMSEY CO CLERK OF DIST	CNTY D/L FEES PAYABLE
000204	249.22	MN UNEMPLOY COMP FUND	DUE TO OTHER GOVT UNITS
000205	127.00	MINN STATE TREASURER	STATE D/L FEES PAYABLE
000206	1,900.00	MINN STATE TREASURER	DEPOSITS-DEPUTY REGIST.
000207 *	2,596.00	MAPLELEAF OFFICIALS ASSN	FEES, SERVICE - Officials Basketball & Volleyball
000208	271.00	MINN STATE TREASURER	STATE D/L FEES PAYABLE
30	61,961.53	NECESSARY EXPENDITURES SINCE LAST COUNCIL MEETING	

000159	7,557.86	Richard Knutson	Construction Contract
000160	209.00	Minn.State Treasurer	State D/L Fees
000161	1,369.00	Minn.State Treasurer	Deposit-Deputy Regist.
000162	25.00	MRPA Park & Rec.	Travel & Training
000163	258.00	Minn.State Treasurer	State D/L Fees
000164	1,508.30	Minn.State Treasurer P.E.R.A.	P.E.R.A. Ded. Payable
000165	3,207.77	Minn.State Treasurer P.E.R.A.	P.E.R.A. Ded. Payable
000166	8,851.68	Minn. State Treasurer P.E.R.A.	P.E.R.A. Ded. Payable
000167	152.00	Minn.State Treasurer	State D/L Fees
000168	19,842.50	Minn.State Treasurer	Dep - Deputy Regist.
000169	10.00	Charles Reed Printing	Supplies - Office
000170	2,431.00	Minn. State Treasurer	Dep.- Deputy Regist.
000171	63.00	Clerk of Distr. Court	Cnty D/L Fees Payable
000172	495.34	Minn. State Treasurer Surtax	Surcharge Tax Payable
000173	74.00	Minn. State Treasurer	State D/L Fees
000174	4,273.16	Minn. State Treasurer	Deposit - Deputy Regist.
000175	34.50	Minn. State Treasurer	Travel & Training
000176	285.00	Minn. State Treasurer	State D/L Fees
000177	12,953.00	Minn. State Treasurer	Deposit Deputy Regist.
000178	80.00	Marie Aurelius	Refund - Amb. Run

125,641.64    NECESSARY EXPENDITURES SINCE LAST COUNCIL MEETING

CHECK#	A M O U N T	C L A I M A N T	P U R P O S E
012695	19.25	A-1 BUSINESS MACHINES	REP. + MAINT., EQUIPMENT
012696	259.20	ACCOUNTEMPS INC	FEES, SERVICE Temp. Help
012697	49.37	AGE HARDWARE	MAINTENANCE MATERIALS AND-SUPPLIES, OFFICE AND-SUPPLIES, PROGRAM
012698	1,337.50	AMERICAN NATIONAL BANK	BOND INTEREST AND-PAYING AGENT FEES
012699	950.00	AMERICAN NATIONAL BANK	BOND INTEREST AND-PAYING AGENT FEES
012700	110.00	AMERICAN PLANNING ASSOC	SUBSCRIPTIONS+MEMBERSHIP
012701	40.00	ANNALS OF EMERGENCY MEDC	SUBSCRIPTIONS+MEMBERSHIP
012702	240.00	AQUAZYME MIDWEST	FEES, SERVICE Chemical Toilets
012703	106.31	BOARD OF WATER CCMH	UTILITIES
012704	243.53	EILL BOYER FORC	SUPPLIES, VEHICLE
012705	137.61	BRAD RAGEN INC	REP. + MAINT., VEHICLES
012706	76.95	CHAPLIN PUBLISHING	LEGAL + FISCAL
012707	6.00	CLARK BOARDMAN CO LTD	BOOKS
012708	332.48	COLLINS ELECTRICAL CONST	BUILDING IMPROVEMENT
012709	65.52	COTTENS INC	SUPPLIES, VEHICLE
012710	69.45	DENNIS S CUSICK	TRAVEL + TRAINING AND-UNIFORMS + CLOTHING
012711	240.00	PAT DALEY	FEES, SERVICE Plumbing Inspector
012712	35.00	DIAMOND RADIATOR REPAIR	REP. + MAINT., VEHICLES
012713	45,540.00	EAST CO LINE FIRE DEPT	FEES, SERVICE Fire Protection
012714	1,592.58	EASTMAN KODAK CO	DUPLICATING COSTS
012715	4,560.00	EKBLAD PARDEE+BEWELL INC	INSURANCE
012716	52,858.75	GLADSTONE FIRE DEPT	FEES, SERVICE Fire Protection

CHECK#	A M O U N T	C L A I M A N T	P U R P O S E
012717	82.50	DUANE GRACE	FEES, SERVICE Temp. Inspector
012718	120.90	GROSS INDUSTRIAL	UNIFORMS + CLOTHING AND-FEES, SERVICE Rug Cleaning
012719	25.60	MELVIN J GUSINDA	TRAVEL + TRAINING
012720	955.00	HOWIES LOCK + KEY SERVIC	FEES, SERVICE Locks Replaced
012721	854.70	ITASCA EQUIPMENT CO	SUPPLIES, VEHICLE
012722	160.22	KNOX LUMBER COMPANY	MAINTENANCE MATERIALS
012723	169.50	LAKE SANITATION	FEES, SERVICE Rubbish Removal
012724	40.00	LEAGUE OF MINN CITIES	BOOKS
012725	19,220.50	LEAGUE OF MINNESOTA	DUE TO OTHER GOVT UNITS Ins. Premium
012726	50.00	LINOLEUM SALES CO	REP. + MAINT., BLDG+GRDS
012727	64.23	MAPLEWOOD REVIEW	LEGAL + FISCAL AND-PUBLISHING
012728	362.00	MERIT CHEVROLET CO	SUPPLIES - VEHICLE
012729	269.00	METROPOLITAN COUNCIL	DUE TO OTHER GOVT UNITS
012730	15.00	MIDWAY GARAGE	REP. + MAINT., VEHICLES
012731	160.38	MIDWAY TRACTOR	SUPPLIES, VEHICLE
012732	4,742.00	CITY OF MOUNDS VIEW	FEES, SERVICE Data Processing
012733	541.25	MUNIC + PRIVATE SERVICE	R E F U N D AND-FEES, SERVICE Jan - Animal Control
012734	444.68	NATIONAL BUSINESS SYSTEM	EQUIPMENT, OFFICE
012735	44.20	NATIONAL BUSINESS SYSTEM	FEES, SERVICE Microfiche Processing
012736	5,747.32	CITY OF NEW BRIGHTON	DUE TO OTHER GOVT UNITS Data Processing
012737	1,708.64	CITY OF NORTH ST PAUL	UTILITIES
012738	30.20	NORTH ST PAUL WELDING IN	MAINTENANCE MATERIALS
012739	7.80	NORTHERN STATES POWER CO	UTILITIES
012740	19.05	NORTHERN STATES POWER CO	UTILITIES

CHECK#	A M O U N T	C L A I M A N T	P U R P O S E
012741	911.12	NORTHERN STATES POWER CO	UTILITIES
012742	1,107.14	NORTHERN STATES POWER CO	UTILITIES
012743	6,463.60	NORTHERN STATES POWER CO	UTILITIES
012744	893.73	NORTHERN STATES POWER CO	UTILITIES
012745	3,553.44	NORTHERN STATES POWER CO	UTILITIES
012746	23,007.60	NW NATIONAL BANK OF MPLS	BOND INTEREST AND-PAYING AGENT FEES
012747	81,838.45	NW NATIONAL BANK OF MPLS	BOND INTEREST AND-PAYING AGENT FEES
012748	58,836.95	NW NATIONAL BANK OF MPLS	BOND INTEREST AND-PAYING AGENT FEES
012749	1,221.56	NORTHWESTERN BELL TEL CO	TELEPHONE
012750 *	1,228.67	NORTHWESTERN BELL TEL CO	TELEPHONE
012751	6.00	LAVERNE NUTESON	TRAVEL + TRAINING
012752	199.10	OFFICE ELECTRONICS INC	SUPPLIES, OFFICE
012753	34,101.25	PARKSIDE FIRE DEPT	FEES, SERVICE Fire Protection
012754	2,075.00	PETERSON, BELL + CONVERSE	FEES, SERVICE March Retainer
012755	783.25	PERSONNEL WORL	FEES, SERVICE Temp. Help
012756	56.00	RAMSEY CLINIC ASSOC P A	FEES, SERVICE Physical -
012757	46.95	RAMSEY COUNTY TREASURER	FEES, SERVICE Data Processing
012758	17,568.00	RIDGEDALE ELECTRIC	CONTRACTS PAYABLE
012759	63.35	RUGGED RENTAL RUGS	FEES, SERVICE Rug Cleaning
012760	849.33	S + T OFFICE PRODUCTS	SUPPLIES, OFFICE AND-SUPPLIES, PROGRAM AND-EQUIPMENT, OFFICE
012761	9,999.14	SHORT-ELLIOTT-HENDRICKSN	FEES, SERVICE AND-OUTSIDE ENGINEERING FE Jan. Services
012762	33.50	CHRISTINE SOUTTER	TRAVEL + TRAINING AND-FEES, SERVICE Print Processing

HECK*	A M C U N T	C L A I M A N T	P U R P O S E
12763 *	67.00	ST PAUL + SUBURBAN BUS	FEES, SERVICE Gals Getaway
12764	83.30	SUPERAMERICA	SUPPLIES, VEHICLE
12765	76.50	TABULATING SERV BUREAU	FEES, SERVICE Data Processing
12766	13.45	TARGET STORES INC	SUPPLIES, OFFICE
12767	4,060.15	TOLZ, KING, DUVALL	FEES, CONSULTING
12768	13.11	TRUCK UTILITIES + MFG CO	SUPPLIES, VEHICLE
12769	199.84	TURNQUIST PAPER CO	SUPPLIES, JANITORIAL
12770	435.62	UNIFORMS UNLIMITED	UNIFORMS + CLOTHING
12771	215.80	VALS BODY SHOP	REP. + MAINT., VEHICLES
12772	45.94	WARNERS TRUEVALUE HDWRE	SUPPLIES, PROGRAM AND-SUPPLIES, JANITORIAL
12773	226.90	XEROX CORPORATION	DUPLICATING COSTS
12774	401.40	ZIEGLER INC	SUPPLIES, VEHICLE
12775	35.62	KURT ANDERSON	WAGES, P/T + TEMP.
12776 *	20.00	MICHELLE ANDERSON	WAGES, P/T + TEMP.
12777 *	37.50	KATERI ASHTON	WAGES, P/T + TEMP.
12778 *	18.00	DENNIS BARTHOLCMEW	WAGES, P/T + TEMP.
12779 *	27.00	DAVID BEALKE	WAGES, P/T + TEMP.
12780 *	48.00	GREGORY BOTHWELL	WAGES, P/T + TEMP.
12781 *	64.00	LARRY BOTHWELL	WAGES, P/T + TEMP.
12782 *	14.00	MICHAEL J BOTHWELL	WAGES, P/T + TEMP.
12783 *	18.00	THOMAS J BRENNAN	WAGES, P/T + TEMP.
12784 *	21.75	RICHARD BUNKE	WAGES, P/T + TEMP.
12785 *	28.00	DOUGLAS DEHLER	WAGES, P/T + TEMP.
12786 *	28.00	JOHN DEHLER	WAGES, P/T + TEMP.

CHECK*	A M C U N T	C L A I M A N T	P U R P O S E
012787 *	100.00	GERALD DIEBEL	WAGES, P/T + TEMP.
012788 *	34.00	MATTHEW HAAG	WAGES, P/T + TEMP.
012789 *	27.00	MICHAEL KUEHN	WAGES, P/T + TEMP.
012790 *	12.00	JAMES MAGILL	WAGES, P/T + TEMP.
012791 *	34.65	JULIE MCCOLLUM	WAGES, P/T + TEMP.
012792 *	12.00	ROGER S NELSON	WAGES, P/T + TEMP.
012793 *	23.10	RONALD C NIELSEN	WAGES, P/T + TEMP.
012794 *	9.00	DEAN R NYBAKKE	WAGES, P/T + TEMP.
012795 *	26.00	MICHAEL JOSEPH PELTIER	WAGES, P/T + TEMP.
012796 *	21.75	JEFFERY RASCHKE	WAGES, P/T + TEMP.
012797 *	10.00	KENNETH L RONSBERG	WAGES, P/T + TEMP.
012798 *	38.50	THOMAS W SCOLES	WAGES, P/T + TEMP.
012799 *	16.00	RICHARD STARK	WAGES, P/T + TEMP.
012800 *	37.50	PETER WAYNE TATE	WAGES, P/T + TEMP.
012801 *	22.00	JAMES TUCCITTO	WAGES, P/T + TEMP.
012802 *	24.00	WENDY VIETOR	WAGES, P/T + TEMP.
012803 *	34.65	RICHARD ALLEN WARZEKA	WAGES, P/T + TEMP.
012804 *	50.00	ROSS ANDERSON	R E F U N D
012805	4.50	BOOK DEPT TRAFFIC INST	BOOKS
012806 *	11.14	SUSAN DEJAGER	R E F U N D
012807 *	50.00	RON LEHMANN	R E F U N D
012808 *	10.00	SANDRA MARKFORT	R E F U N D
012809	11.97	PERSONAL COMPUTING	SUBSCRIPTIONS+MEMBERSHIP
115	396,365.94	CHECKS WRITTEN	
TOTAL OF	145 CHECKS TOTAL	458,327.47	
* INDICATES ITEMS FINANCED BY RECREATIONAL FEES			

## CERTIFICATION REGISTER

CHECK DATE 03-12-82

CHECK	NAME			GROSS PAY	NET PAY
03251	EVANS	BARRY	R	2,356.02	1,303.19
03252	LEWIS	VIVAN	R	931.59	569.57
03253	PELOQUIN	ALFRED	J	1,086.95	348.27
03254	SCHLEICHER	JOHN	F	200.81	200.81
03255	CUDE	LARRY	J	191.54	144.78
03256	DOHERTY	KATHLEEN	M	365.75	252.00
03257	ZUERCHER	JOHN	L	115.39	115.21
03258	FAUST	DANIEL	F	1,875.06	1,120.05
03259	HAGEN	ARLINE	J	1,152.26	536.27
03260	MATHEYS	ALANA	K	818.44	582.12
03261	VIGOREN	DELORES	A	744.74	475.46
03262	AURELIUS	LUCILLE	E	1,669.39	835.15
03263	SELVOG	BETTY	D	932.92	557.22
03264	GREEN	PHYLLIS	C	961.55	625.38
03265	SCHADT	JEANNE	L	258.90	210.80
03266	VIETOR	LORRAINE	S	685.88	452.28
03267	HENSLEY	PATRICIA	A	311.64	228.80
03268	BASTYR	DEBORAH	A	676.54	351.02
03269	HAGEN	THOMAS	L	1,714.01	448.55
03270	OMATH	JOY	E	681.41	449.84
03271	RICHIE	CAFOL	L	629.70	398.34
03272	SCHALLER	RICHARD	W	1,856.00	1,068.80
03273	SVENDSEN	JOANNE	M	993.21	583.88
03274	ARNOLD	DAVID	L	1,171.39	411.73
03275	ATCHISON	JOHN	H	1,036.15	667.64

## CERTIFICATION REGISTER

CHECK DATE 03-12-82

CHECK	NAME			GROSS PAY	NET PAY
03276	CAHANES	ANTHONY	G	1,230.50	126.14
03277	CLAUSON	DALE	K	1,036.15	146.00
03278	COLLINS	KENNETH	V	1,175.54	232.92
03279	BELMONT	DENNIS	J	1,726.64	298.40
03280	DREGER	RICHARD	C	1,260.50	703.34
03281	FERNOW	RAYMOND	E	498.77	35.40
03282	GREEN	NORMAN	L	1,195.85	636.76
03283	HALWEG	KEVIN	R	1,016.77	504.56
03284	HEINZ	STEPHEN	J	803.50	491.69
03285	HERBERT	MICHAEL	J	1,064.43	628.53
03286	JACUITH	DANIEL	R	692.84	438.60
03287	KOPTUS	DONALD	V	305.04	214.54
03288	LANG	RICHARD	J	1,084.60	578.90
03289	MCNULTY	JOHN	J	1,195.39	171.25
03290	MEEHAN, JR	JAMES	E	1,109.59	619.24
03291	METTLER	DANIEL	B	1,036.61	650.52
03292	MOFSCHTER	RICHARD	M	1,093.03	156.62
03293	MOPELLI	RAYMOND	J	1,016.77	653.89
03294	PELTIER	WILLIAM	F	1,194.72	660.85
03295	SKALMAN	DONALD	W	1,016.77	152.68
03131	STAFNE	GREGORY	L	1,016.77	621.42
03296	STILL	VERNON	T	997.38	566.17
03297	STOCKTON	DARFELL	T	997.38	576.22
03298	ZAPPA	JOSEPH	A	1,197.23	745.56
03299	BECKER	RONALD	D	1,141.49	257.41

CERTIFICATION REGISTER

CHECK DATE 03-12-82

CHECK	NAME			GROSS PAY	NET PAY
03300	CUSICK	DENNIS	S	1,839.14	1,066.09
03301	GRAF	DAVID	M	1,065.23	490.66
03302	LEE	ROGER	W	1,173.27	650.79
03303	MELANDER	JON	A	1,093.83	19.48
03304	NELSON	CAROL	M	1,181.77	731.42
03305	RAZSKAZOFF	DALE	E	1,084.61	155.03
03306	RYAN	MICHAEL	P	1,141.49	496.29
03307	VOPWERK	ROBERT	E	1,065.23	169.20
03308	YOUNGREN	JAMES	G	1,129.99	641.09
03309	EMBERTSON	JAMES	M	1,111.12	693.75
03310	SCHADT	ALFRED	C	1,435.66	831.61
03311	FLAUGHER	JAYME	L	930.10	555.16
03312	FULLER	JAMES	D	755.12	535.86
03313	NELSON	ROBERT	D	1,219.62	642.22
03314	TUCHNER	MICHELE	A	760.14	370.74
03315	WILLIAMS	DUANE	J	1,055.54	453.22
03316	BAFTA	MAFIE	L	568.17	397.90
03317	HAIDER	KENNETH	G	1,815.44	491.24
03318	WEGWERTH	JUDITH	A	603.42	417.15
03319	CASS	WILLIAM	C	1,499.87	706.39
03320	FREBERG	RONALD	L	1,046.26	643.04
03321	HELEY	RONALD	J	1,039.46	639.72
03322	HOCHBAN	JOSEPH	H	955.93	619.92
03323	KANE	MICHAEL	R	1,055.23	335.14
03324	KLAUSING	HENRY	F	1,095.19	584.93

## CERTIFICATION REGISTER

CHECK DATE 03-12-82

CHECK	NAME			GROSS PAY	NET PAY
03325	MEYER	GERALD	W	1,066.92	526.27
03326	PRETTNEF	JOSEPH	B	1,410.38	839.23
03327	REINERT	EDWARD	A	1,047.89	643.84
03328	TEVLIN, JR	HARRY	J	1,138.50	693.96
03329	ELIAS	JAMES	G	1,207.47	658.95
03330	GEISSLER	WALTER	M	1,186.01	679.65
03331	GESSELE	JAMES	T	1,098.34	687.21
03332	PECK	DENNIS	L	1,209.52	655.62
03333	PILLATZKE	DAVID	J	1,499.87	890.21
03334	WYMAN	JAMES	N	980.88	635.29
03335	LUTZ	DAVID	P	717.87	479.82
03336	BREHEIM	ROGER	W	962.64	583.74
03337	EDSON	DAVID	B	1,057.47	674.82
03338	MULWEE	GEORGE	W	964.24	587.48
03339	NADEAU	EDWARD	A	1,081.22	692.35
03340	NUTFSON	LAVERNE	S	1,345.42	583.05
03341	OWEN	GERALD	C	1,019.02	578.07
03342	MACDONALD	JOHN	E	1,132.39	613.81
03343	MULVANEY	DENNIS	M	1,076.61	634.75
03344	BRENNER	LOIS	J	910.70	388.04
03345	KRUMMEL	BARBARA	A	341.04	196.98
03346	ODEGARD	ROBERT	D	1,617.38	931.02
03347	STAPLES	PAULINE	M	1,370.03	819.59
03348	BURKE	MYLES	R	1,017.11	550.77
03349	GERMAIN	DAVID	A	1,011.41	624.65

CERTIFICATION REGISTER

CHECK DATE 03-12-82

CHECK	NAME			GROSS PAY	NET PAY
03350	GUSINDA	MELVIN	J	1,328.05	696.74
03351	HELEY	ROLAND	B	988.16	612.54
03352	LEMON	JEFFREY	S	59.40	59.40
03353	MARUSKA	MARK	A	1,027.37	640.63
03354	SANDQUIST	THOMAS	J	97.38	97.38
03355	SANTA	REED	E	997.02	557.26
03356	CERNIUS	DAVID	G	109.73	109.73
03357	TAUBMAN	DOUGLAS	J	1,021.55	606.06
03358	WAPD	ROY	G	384.79	288.38
03359	GREW	JANET	M	796.80	490.61
03360	SOUTTER	CHRISTINE		841.90	549.48
03361	CHLEBECK	JUDY	M	932.92	409.59
03362	OLSON	GEOFFREY	W	1,706.77	900.21
03363	EKSTRAND	THOMAS	G	994.75	569.36
03364	JOHNSON	RANDALL	L	966.02	604.93
03365	OSTROM	MAFJORIE		1,469.78	850.24
03366	WENGER	ROBERT	J	1,081.42	598.56
CHECK REGISTER TOTALS				119,516.47	61,632.08
03130	Nelson	Karen	A	757.86	456.82
03367	Swanson	Jill	D	124.48	103.04
00368	Brunell	Barbara	J	26.85	25.05
03369	Horsnell	Judith	A	67.36	62.85
CHECK REGISTER TOTALS				120,493.02	62,279.84

MEMORANDUM

TO: City Manager  
FROM: Director of Public Works  
SUBJECT: Airport Partnership Watermain Agreement  
DATE: March 11, 1982

Attached is a private watermain agreement between Maplewood, St. Paul Board of Water Commissioners and Airport Partnership. The agreement is routine for the type of watermain installation proposed.

It is recommended the City Council authorize execution of the attached agreement.

encl.

AGREEMENT

THIS INDENTURE, made this 16<sup>th</sup> day of December, 1981, by and between Airport Partnership, a partnership consisting of Craig Chittum, Clyde Pemble and William Harrison in the State of Minnesota, hereinafter designated as "Owners", the City of Maplewood, a Minnesota Municipal Corporation, hereinafter designated as "Maplewood" and the Board of Water Commissioners of the City of Saint Paul, a Minnesota Municipal Corporation, hereinafter designated as "Board";

WHEREAS, The Board during all times herein mentioned did and does manage, control and operate, pursuant to the Home Rule Charter of the City of Saint Paul, its water works and public water supply system primarily for the purpose of furnishing an adequate supply of water for industrial, commercial and domestic purposes to residents of the City of Saint Paul within its corporate limits, and incidentally to residents of the City of Maplewood for the same or similar purposes, pursuant to agreements by and between the Board and said last named City and ordinances of said City of Saint Paul and City of Maplewood germane thereto; and

WHEREAS, The Owners own the following described land situated within the corporate limits of said City of Maplewood in the County of Ramsey, State of Minnesota:

Lots 11 and 12 except that part of said Lots lying South of centerline of Highway 36, E. G. Rogers' Garden Lots, subject to Highway.

and has made application to the Board for water supply service to be afforded from the Maplewood public water supply system to the above described premises according to the rates and charges payable therefore by the Owners, their successors or assigns, to such municipality or the Board as the same may be established from time to time; and

WHEREAS, Maplewood and the Board have made subsisting agreements, by and between them, germane to the extension of water service for the aforesaid purposes, from said public water supply system of said City of Saint Paul, by the Board, to said City of Maplewood and the residents of the same within its corporate limits, and such extension of water supply service has been and now is the subject of city ordinances germane thereto duly enacted by said City of Maplewood and said City of Saint Paul, this agreement to be deemed subject to said prior subsisting agreements and said ordinances;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties, for themselves, their successors and assigns, do hereby mutually agree as follows:

1. The Owners do hereby convey and grant to Maplewood and the Board a perpetual water main easement in, under, through and over and across the following portions of the aforescribed parcel of land:

A 30.00 foot easement for water main purposes over, under and across Lots 11 and 12, except that part of said Lots lying South of centerline of Highway 36, E. G. Rogers' Garden Lots, subject to Highway, Ramsey County, Minnesota, the centerline of said easement is described as follows:

Commencing at the Northeast corner of said Lot 12; thence on an assumed bearing of West along the North line of said Lot 12, a distance of 20.00 feet to the point of beginning of the centerline to be described; thence South 0 degrees 28 minutes 18 seconds East, a distance of 478.78 feet; thence South 89 degrees 31 minutes 42 seconds West, a distance of 544.00 feet to a point hereinafter referred to as "Point A"; thence North 0 degrees 28 minutes 18 seconds West, along a line hereinafter described as "Line A", a distance of 344.62 feet and said "Line A" there terminating.

Together with a 40.00 foot easement for water main purposes over, under and across the above described Lots. Said easement being 15.00 feet to the left of and 25.00 feet to the right of the following described line:

Beginning at the terminus of the above described "Line A"; thence North 89 degrees 31 minutes 42 seconds East, a distance of 544.00 feet and there terminating.

Together with a 30.00 foot easement for water main purposes over, under and across the above described Lots, the centerline of said easement is described as follows:

Beginning at the point previously described as "Point A"; thence South 0 degrees 28 minutes 18 seconds East, along the Southerly extension of previously described "Line A", a distance of 10.00 feet; thence South 54 degrees 46 minutes 04 seconds West, a distance of 78.81 feet; thence South 89 degrees 36 minutes 41 seconds West, a distance of 5.00 feet, more-or-less, to the West line of said Lot 11 and there terminating.

The sidelines of the above described easements are to be prolonged or shortened to terminate at the sidelines of the adjacent easements.

2. Maplewood and the Board do hereby grant permission to the Owners to construct, maintain, and repair private water mains necessary for the furnishing of water service to the following described real property subject to the terms and conditions contained herein:

Lots 11 and 12 except that part of said Lots lying South of centerline of Highway 36, E. G. Rogers' Garden Lots, subject to Highway.

3. The Owners shall construct the private water main at their sole cost and expense, in strict accordance with approved plans and specifications on file with the Board, under the supervision and to the approval of the Board and within the easement described in Section 1. The private water main tap required to connect the private water main to the public water main in the street shall be installed at the Owner's expense by the Board. The Owners may elect to have this payment made by his contractor. However, the Owners agree to accept responsibility for said payment with the basis of charge being the amount shown in Appendix "A", said Appendix "A" being attached hereto and made a part of this agreement. All service connections from the

private main shall be constructed by the Owners at their sole cost and expense, in strict accord with plans and specifications approved and on file with the Board under the supervision and approval of the Board.

4. All necessary maintenance, repairs, operation and/or replacement of the mains and service connections shall be borne by the Owners at their sole cost and expense in strict accord with plans and specifications approved and on file with Maplewood and the Board and subject to approval by Maplewood and the Board.

5. Maplewood and the Board, at the request of the Owners, or in case of default by the Owners in relation to the construction, reconstruction, maintenance, repair or operation of said private mains, may enter upon said easement area and construct, reconstruct, maintain, repair or operate said private main for the aforesaid purposes of the same and all reasonable cost and expense thus incurred by the Board shall be chargeable by the Board to the Owners and shall become due and payable upon presentation of an invoice therefor; and if such charges are not paid when due, they shall become and constitute a lien upon the real property served. In the event of nonpayment, the Board reserves the right to deny service.

6. The Board agrees to supply water service to the real property described in Section 2 as the same have been or shall be developed for commercial purposes, subject to and in accordance with applicable rates of charges, rules and regulations as they are or shall be established from time to time by the Board. It is understood and agreed however, that the Board undertakes to supply such water supply only in case the pressure in its mains is sufficient to enable it so to do, and the Board assumes no responsibility for failure to supply water resulting from acts or conditions beyond its control.

7. It is agreed by and between the parties hereto that this agreement shall be subject to water service rates, rules and regulations germane to the subject of

this agreement now in force and hereinafter prescribed and promulgated by the Board or by Maplewood and further that there shall be and hereby is reserved to the Board and to Maplewood the right to change, revise, alter, and amend such rates, rules and regulations as their discretion shall direct to the end that such rates, rules and regulations shall be reasonable.

8. No extension of the private water mains shall be made without the prior written consent of Maplewood and the Board. All necessary service connection taps from the private water mains shall be installed by the Board upon due application therefor on a form supplied by the Board and shall be installed by the Board at the cost and expense of the party requesting the same.

9. The Board reserves the right to shut off the water service when necessary for the extension, replacement, repair or cleaning of the private water main or apparatus appurtenant thereto, and the Board shall not be held liable for any damage occasioned thereby.

10. This agreement shall be binding upon the Owners, their successors and assigns. The Owners shall not assign their rights and obligations hereunder without first obtaining the written consent of the Board, which consent shall not be unreasonably withheld by the Board. In the event that the Owners desire to transfer its title to all or a portion of the premises described in Section 2 hereof, if is expressly understood and agreed that the Owners and the transferees shall enter into an agreement by which the transferees shall agree to pay all or a proportionate share of the cost of maintenance and replacement of the private water mains and further agree to assume all or a proportionate share of the responsibility and liability arising out of the operation, maintenance, use and repair of the mains or service pipes. This agreement shall be in form as to be subject to recording with the County Recorder, the form shall be subject to the approval of the Board, and the Board shall be provided with an executed copy of the agreement.

11. That the Owners in consideration of its being supplied water by the Board upon the terms and conditions herein outlined, shall comply strictly with all of the rules and regulations of the Board, and pay or cause to be paid unto the Board therefore according to all applicable rates and charges prescribed and promulgated therefore by the Board now in existence or as may be modified or amended, which are hereby incorporated herein by reference. The Board reserves the right to shut off the water supply for nonpayment of applicable water charges, and it is expressly agreed that such unpaid water charges and costs incurred by the Board pursuant to this agreement shall be and constitute a lien upon the real estate served pursuant to this agreement.

12. The Owners, their successors and assigns, shall fully indemnify, defend and save harmless, Maplewood and the Board, its officers, agents, employees and servants from all suits, actions, or claims which shall arise from any injuries or damage caused by any break or leak in any service pipe, private main, other main or connection authorized by this agreement, except those arising from the negligence of Maplewood or the Board that may occur from the furnishing of a supply of water by the Board to the Owners, their tenants, successors and assigns or other persons, firms or corporations served and to be served by these private water mains; and further, that the Owners, their successors and assigns, shall save harmless, indemnify and defend Maplewood and the Board against any claim, action or lawsuit brought against Maplewood or the Board, except those arising from negligence of Maplewood or the Board, in connection with or as a result of the furnishing of such supply of water, by Maplewood and the Board, to the Owners or other persons, firms or corporations served on said premises by such private water mains or service connections.



LAIS, BANNIGAN & CIRESI, P. A.

ATTORNEYS AT LAW  
409 MIDWEST FEDERAL BUILDING  
5TH AND CEDAR  
SAINT PAUL, MINNESOTA 55101

DONALD L. LAIS  
JOHN F. BANNIGAN, JR  
JEROME D. CIRESI  
PATRICK J KELLY

AREA CODE 612  
224-3781

March 8, 1982

Mr. Barry Evans  
City of Maplewood  
1380 Frost Avenue  
Maplewood, Minnesota 55109

RE: Public Improvement Proj. 78-24  
City of Maplewood v. Shane, et al

Dear Mr. Evans:

Enclosed find a copy of the Commissioner's Report and Award of Damages as to Parcels 2, 3, and 5. As you can see, Parcel 3 was settled during the pendency of the proceedings by Stipulation on the value of damages established by the City's independent fee appraiser, Mr. Winfield A. Mitchell. However, there was controversy over the damages arising of the taking of Parcels 2 and 5 wherein the owners were contending that there were damages far exceeding the City's appraisal. On the controverted matter, Parcel 2, the owners sought \$9,000.00 and the City took the position that the damages were \$3,750.00. The Commissioners Award of Damages was in the amount of \$5,000.00. In the other controverted matter, Parcel 5, the owners sought \$4,000.00 where the City took the position that damages were zero. The Commissioners Award of Damages was in the amount of \$500.00.

It must be noted that there was an offer from staff in the amount of \$1,900.00. However, on our research, the City established a position that they had title in an undetermined right-of-way. Apparently the Commissioners sided with the City's position and awarded \$500.00 for temporary damages and tree damage.

It is our understanding that the attorney for the Shane landowner will accept the award of damages, and in addition Mrs. Zahn has contacted our office and will accept the award of Commissioners. It is our considered opinion that the City should accept and tender payment of the Commissioner's Award of Damages in these two

Mr. Barry Evans  
March 8, 1982  
Page Two

instances. The amounts in controversy are relatively small as compared to the cost of proving a position. Therefore, if the City agrees, please cause your check in the amount of \$5,500.00 payable to Lais, Bannigan & Ciresi, P.A., Trust Account, for disbursement of damages from our account. If any of the owners claim interest on the unpaid amount, we will then advance that and bill the sum back to the City.

Sincerely,

LAIS, BANNIGAN & CIRESI, P.A.



Patrick J. Kelly

PJK/sjh  
cc: Mr. Donald L. Lais

# FILED

STATE OF MINNESOTA

JAN 29 1982 DISTRICT COURT

COUNTY OF RAMSEY

J. E. GOCKOWSKI, Clerk SECOND JUDICIAL DISTRICT

By \_\_\_\_\_ Deputy Court File No: 453728

CITY OF MAPLEWOOD, RAMSEY COUNTY,  
MINNESOTA, a municipal corporation,  
and by the CITY COUNCIL thereof,

Pétitioner,

vs.

COMMISSIONERS' REPORT AND  
AWARD OF DAMAGES AS TO PARCELS  
2, 3, and 5

JAMES P. SHANE; COUNTY OF RAMSEY;  
HARVEY E. ZUERCHER and MILDRED  
J. ZUERCHER; EUGENE F. ARNDT,  
EMMETT D. DOWDAL, JAMES ISTAS;  
DENNIS E. ZAHN and ROBIN L. ZAHN,  
husband and wife,

Respondents.

IN THE MATTER OF THE CONDEMNATION OF CERTAIN  
LANDS WITHIN THE CITY OF MAPLEWOOD, RAMSEY COUNTY,  
MINNESOTA, FOR PERMANENT UTILITY EASEMENTS AND  
TEMPORARY CONSTRUCTION EASEMENTS FOR PUBLIC  
IMPROVEMENT PROJECT NO: 78-24

TO: The Honorable Otis H. Godfrey, Jr.  
Judge of District Court  
Second Judicial District  
Ramsey County, Minnesota

NOW, THE UNDERSIGNED, Commissioners in the above matter duly appointed by the Court of the Honorable Otis H. Godfrey, Jr., Judge of the District Court, on the 2nd day of November, 1981, duly extended to and including the date of this Report and Award, to ascertain damages suffered by the owners of the real estate described in the Petition in Condemnation hereto filed in the above entitled proceedings, occasioned by the taking of said real property interest, and said Commissioners, having qualified as required by the law, viewed the premises taken, and having heard the testimony relative thereto, hereby assess and award the following damages for the taking of real property which is more particularly described in said Petition in Condemnation, which damages include those resulting to any person, company or corporation having or claiming any interest therein.

Parcel No. 2 (1241 Beam Avenue, Maplewood, Minnesota)

Damages for the taking of a permanent and temporary easement to the real estate more particularly described in the Petition in Condemnation, now on file herein, are assessed in the gross amount of Five Thousand Dollars, (\$ 5,000.00 ).

Damages for the taking are awarded to the following owners:

<u>Names</u>	<u>Interest</u>	<u>Amount</u>
James P. Shane	fee owner	
County of Ramsey	tax lien holder	

Parcel No. 3 (City of Maplewood, State of Minnesota)

Damages for the taking of a permanent and temporary easement to the real estate more particularly described in the Petition in Condemnation, now on file herein, are assessed in the gross amount of Two Thousand Six Hundred Dollars, (\$ 2,600.00 ).  
(per Stipulation Agreement).

Damages for the taking are awarded to the following owners:

<u>Names</u>	<u>Interest</u>	<u>Amount</u>
Harvey Zuercher and Mildred J. Zuercher, husband and wife	fee owners	per stipulation
County of Ramsey	tax lien holder	
Eugene F. Arndt, Emmett D. Dowdal, James Istas	Contract Vendees	

Parcel No. 5 (1166 Beam Avenue, Maplewood, Minnesota)

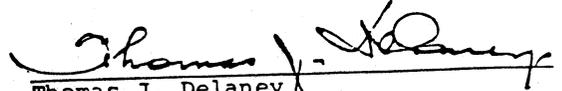
Damages for the taking of a permanent easement to the real estate more particularly described in the Petition in Condemnation, now on file herein, are assessed in the gross amount of Five Hundred Dollars, (\$ 500.00 ).

Damages for the taking are awarded to the following owners:

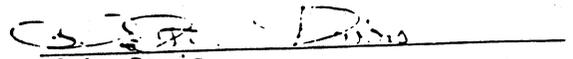
<u>Names</u>	<u>Interest</u>	<u>Amount</u>
Dennis E. Zahn and Robin L. Zahn, husband and wife	Fee Owners	
County of Ramsey	Tax Lien Holder	

We, the undersigned, duly appointed Commissioners, further report that we were engaged in the performance of our duties hereunder for 10 days.

IN WITNESS WHEREOF, we set our hands this 25th day of January, 1982.

  
Thomas J. Delaney

  
E. Vincent Dolan

  
Blake Davis

MEMORANDUM

TO : City Manager  
FROM: Finance Director  
RE : Budget Transfer for Lawsuit Settlement  
DATE: March 9, 1982

At the February 18th Council meeting, the City Attorney was authorized to negotiate a settlement on the claim of Howard Barkdoll for flooding damages. A settlement has now been reached for which a transfer from the contingency account of \$2,500 is needed. Authorization is requested to make this transfer.



MEMORANDUM

E-5

TO: City Manager  
FROM: Director of Community Development  
SUBJECT: Vacation of Century Avenue  
DATE: March 4, 1982

Background

On February 5, 1981, Council conditionally authorized the vacation of Century Avenue, near Tanners Lake. A revised resolution was approved on December 4, 1981. The substance was not changed. One of the conditions was that the property on either side of vacated McLean Avenue, (enclosed map) was to be combined to form one parcel before February 5, 1982, or conditional approval would become null and void.

This requirement was complied with prior to the deadline. To avoid any possible future confusion regarding the satisfaction of the conditions of approval, it is suggested that a resolution be submitted to Ramsey County stating that the February 5, 1982 deadline (condition 4) has been complied with.

Recommendation

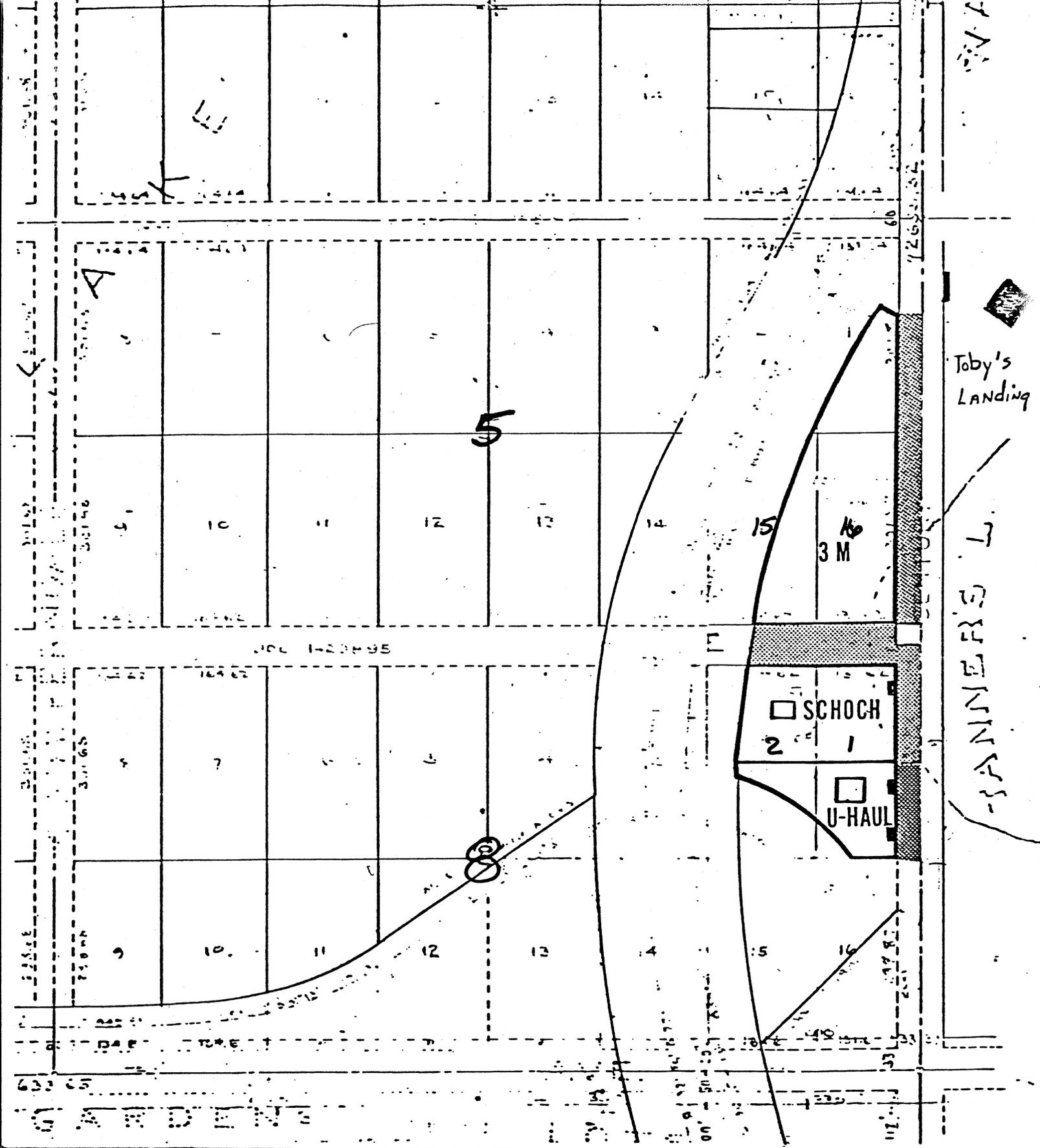
Adopt the enclosed resolution and submit it to Ramsey County for recording.

Action by Council:

Forwarded.....  
Referred.....  
Rejected.....  
Date.....

Enclosures:

- 1. Property Line Map
- 2. Resolution of Conditional Vacation
- 3. Resolution of Vacation



3M, Donald & Philip Schoch,  
**PETITIONER** and Council

Property Line Map

**REQUEST** Street Vacation



## Resolution for Vacation of Century Avenue

WHEREAS, on December 4, 1981, pursuant to the provisions of Minnesota Statutes, Section 412.851, thereof, the Maplewood City Council, upon petition of a majority of abutting property owners, and after a public hearing preceded by two (2) weeks published and posted notice, approved the conditional vacation of the following described street:

that part of Century Avenue lying south of a line 1175 feet north and parallel to the south line of Section 36, Township 29, Range 22 and lying north of the easterly extension of the south line of Lot 1, Block 8, Tanner's Lake Outlots, Section 36, Township 29, Range 22.

WHEREAS, a resolution of said conditional approval (Document No. 716800) was recorded on December 17, 1981 with Ramsey County, and

WHEREAS, a requirement of approval was that lots 15 and 16, Block 5 and the N-1/2 of lots 1 and 2, Block 8, Tanners Lake Outlots, together with adjacent vacated McLean Avenue, shall be combined to form one parcel before February 5, 1982, and

WHEREAS, the land combination requirement was complied with prior to February 5, 1982.

NOW, THEREFORE, BE IT RESOLVED, by the City Council, Ramsey County, Minnesota, that the above described street be and hereby is vacated and the City Clerk is hereby directed to prepare a notice of completion of the proceedings pursuant to the provisions of Minnesota Statutes, Section 412.851 thereof, and shall cause the same to be presented to the County Auditor for entry upon his transfer records and the same shall be thereafter filed with the Ramsey County Recorder, subject to:

1. Retention of a utility easement along the entire right-of-way to serve NSP's transmission lines, described as follows:

A 75-foot wide strip of land being 37.5 feet on each side of the following described centerline, excluding any land not contained within said right-of-way to be vacated:

Commencing at the Southeast corner of Section 36, Township 29, Range 22, thence North along the East line of said Section 36 a distance of 330 feet, thence at a 90° angle to the left for a Distance of 46.8 feet, the actual point of beginning; thence Northerly for a distance of 367.1 feet to a point being 54.4 feet west of the East line of said Section 36; thence continue Northerly for a distance of 477.9 feet to a point being 46.7 feet West of the East line of said Section 36, and there terminating.

2. For purposes of a permanent storm sewer easement, retention of that part of Century Avenue right-of-way lying north of a line 30 feet north of and parallel to the easterly extension of the north line of Lot 1, Block 8, Tanner's Lake Outlots and south of the easterly extension of the south line of Lot 16, Block 5, Tanner's Lake Outlots, Section 36, Township 29, Range 22.

710500

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Maplewood, Minnesota, was duly called and held in the Council Chambers in said City on the 19th day of November, 1981, at 7:00 P.M.

The following members were present: Mayor Greavu; Councilperson Juker, Councilmen Anderson, Bastian and Nelson.

The following members were absent: None.

Mayor Greavu introduced the following resolution and moved its adoption:

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 412.351, thereof, the Maplewood City Council, upon petition of a majority of the owners of the land abutting the street proposed to be vacated, and after a public hearing preceded by two (2) weeks published and posted notice, proposes the vacation of the following described: that part of Century Avenue lying south of a line 1175 feet north and parallel to the south line of Section 36, Township 29, Range 22 and lying north of the easterly extension of the south line of Lot 1, Block 8, Tanner's Lake Outlots, Section 36, Township 29, Range 22 to wit:

PROPERTY AFFECTED BY THE STREET VACATION

- Lot 1, Block 8, Tanner's Lake Outlots
- Lot 1 and 16, Block 5, Tanners Lake Outlots

ENTERED IN TRANSFER RECORDS

Dec 17 1981

LOU MCKENNA

Clerk, Ramsey County, Minnesota

*[Signature]*  
DEPUTY

WHEREAS, the Maplewood City Council finds that the vacation of the above described street is in the interest of the public due to changing land uses and obsolete platting;

NOW, THEREFORE, BE IT RESOLVED, by the City Council, Ramsey County, Minnesota, that the above described street be and hereby is vacated and the City Clerk is hereby directed to prepare a notice of completion of the proceedings pursuant to the provisions of Minnesota Statutes, Section 412.851 thereof, and shall cause the same to be presented to the County Auditor for entry upon his transfer records and the same shall be thereafter filed with the Ramsey County Recorder, subject to:

1. Retention of a utility easement along the entire right of way to serve NSP's transmission lines, described as follows:

A 75 foot wide strip of land being 37.5 feet on each side of the following described centerline, excluding any land not contained within said right of way to vacated:

Commencing at the Southeast corner of Section 36, Township 29, Range 22 thence north along the East line of said Section 36 a distance of 330 feet, thence at a 90 degree angle to the left for a distance of 46.8 feet, the actual point of beginning; thence Northerly for a distance of 367.1 feet to a point being 54.4 feet west of the East line of said Section 36; thence continue Northerly for a distance of 477.9 feet to a point being 46.7 feet West of the East line of said Section 36, and there terminating.

2. For purposes of a permanent storm sewer easement, retention of that part of Century Avenue right of way lying north of a line 30 feet north of and parallel to the easterly extension of the north line of Lot 1, Block 8, Tanner's Lake Outlots and south of the easterly extension of the south line of Lot 16, Block 5, Tanner's Lake Outlots, Section 36, Township 29, Range 22.

3. This instrument shall not become effective until the day of simultaneous closings to the same buyer of (a) the north one-half (N 1/2) of Lots One

716800

Ja

*906 Association  
City of Maplewood*

5 005-0021  
3:00 PM

CERTIFICATE NUMBER 218353  
 BOOK 483 PAGE 353  
 STATE OF MINNESOTA ] SS  
 COUNTY OF RAMSEY  
 OFFICE OF THE REGISTRAR OF TITLES  
 This is to certify that the within instrument was  
 filed in this office at St. Paul, Minn. on the  
17 day of Dec A. D. 1981  
 at 3 o'clock P.M.  
 EUGENE H. GIBBONS  
 Registrar of Titles  
 By C. Peterson  
 Deputy

ASSURANCE FUND                     

NO OWNERS CERTIFICATE

53-353-218353

E-A

MEMORANDUM

TO: City Manager  
FROM: Director of Community Development  
SUBJECT: HRA Appointments  
DATE: March 10, 1982

The Housing and Redevelopment (HRA) has completed its interviews for the appointment of two new members. Commissioners Juker and Morris have resigned, creating the vacancies.

On March 9, 1982, the HRA unanimously recommended that the Council appoint Gregory Schmit and Ronald Smith to fill the two vacancies on the HRA. Copies of their applications are enclosed.

Appointments are to be for one year and five years. No action was taken as to which appointee would serve the longer term. The shorter term is to fill out the remainder of Commissioner Juker's five year term. Commissioner Morris' term has expired.

Recommendation

Appoint Gregory Schmit and Ronald Smith to the HRA, effective March, 1982.

Enclosures:  
Two Applications

This application will be reviewed by the Commissioners and recommendations will be forwarded to the City Council. Thank you for your interest in our work. Please return this application to: Housing & Redevelopment Authority  
City of Maplewood  
1902 E. County Road B  
Maplewood, Minnesota 55109

NAME GREGORY A. SCHMIT PHONE: (Home 739-0416)  
ADDRESS 2369 LINWOOD AVE. E. ZIP 55119 (Work 770-6138)  
AGE 30 NUMBER OF YEARS RESIDENT OF MAPLEWOOD 3

EDUCATION 8 YRS ELEMENTARY SCHOOL, GRADUATED; 4 YRS  
HIGH SCHOOL, GRADUATED.

PRESENT OCCUPATION AND EMPLOYER GENERAL CONTRACTOR, DEV. CO. INC. CASTLE DESIGN &

PREVIOUS JOB EXPERIENCE AND EMPLOYERS (List last three)  
6 YRS. AT PRESENT OCCUPATION - 7 YRS. AT THERMAL  
CO. INC., A HEATING & REFRIGERATION WHOLE.

DISTRIBUTOR, POSITIONS HELD - PURCH. AGT., OFFICE & OPERATIONS MGR.

ORGANIZATIONS (Professional, civic, church, school, etc., past or present, and any offices held in same)

NATIONAL, MN, & ST. PAUL BUILDERS ASSOC. / CERTIFIED ST. PAUL  
"TRUTH-TO-HOUSING" EVALUATOR / MN STATE ENERGY AUDITOR /  
STATE APPROVED INSTRUCTOR FOR REAL ESTATE,  
CONSTRUCTION, & DESIGN. / LICENSED REAL ESTATE AGENT /  
MEMBER OF PRESENTATION CATHOLIC CHURCH.

"WHY I WOULD LIKE TO BE A MEMBER OF THE H.R.A." (Please use the back of form for additional space as needed for your statement and/or any other comments you care to make.)

I WOULD LIKE TO BE ABLE TO CONTRIBUTE TO THE  
DEVELOPMENT OF THE COMMUNITY IN WHICH MY FAMILY  
AND I LIVE. I ALSO FEEL THAT MY EXPERIENCE  
AND INVOLVEMENT IN THE AREAS OF BUILDING AND (OVER)

In submitting this application for membership to the Maplewood Housing and Redevelopment Authority, I hereby state my commitment to its goals, and further, dedicate the require time and capabilities to fulfill these goals, if selected.

12-31-81  
DATE

Gregory A. Schmit  
SIGNATURE OF APPLICANT

REAL ESTATE COULD BE BENEFICIAL TO THE  
HOUSING AND REDEVELOPMENT AUTHORITY.

This application will be reviewed by the Commissioners and recommendations will be forwarded to the City Council. Thank you for your interest in our work. Please return this application to: Housing & Redevelopment Authority  
City of Maplewood  
1902 E. County Road B  
Maplewood, Minnesota 55109

NAME Ronald A. Smith PHONE: (Home 778-9474)  
ADDRESS 1708 Mc Menemy Road 55117 ( ZIP 55117 (Work 224-5771)

AGE 30 NUMBER OF YEARS RESIDENT OF MAPLEWOOD Ten years, previous address  
1829 Frank Street

EDUCATION Graduate North St. Paul Senior High School  
Undergraduate study: University of Minnesota Morris, United  
Theological Seminary, Northwestern Bible College

PRESENT OCCUPATION AND EMPLOYER Director of Housing St. Paul Urban League

PREVIOUS JOB EXPERIENCE AND EMPLOYERS (List last three)

- Housing Counselor St. Paul Urban League
- Coordinator District Eight Planning Council
- Community Organizer Model Neighborhood Planning Council

ORGANIZATIONS (Professional, civic, church, school, etc., past or present, and any offices held in same)

- Pastor: Open Door Fellowship Church
- Chairman: Northern States Power Consumer Advisory Panel
- Chairman: New Beginning Center
- Chairman: N.A.A.C.P. Housing Committee

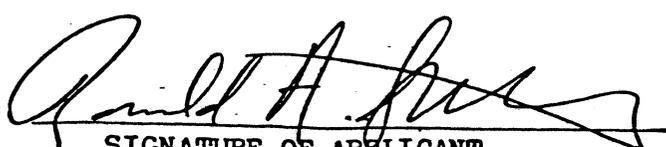
Memberships: MN. Volunteer Services Planning Committee, Low Income Housing Task Force, Emergency Shelter Coalition and other housing groups

"WHY I WOULD LIKE TO BE A MEMBER OF THE H.R.A." (Please use the back of form for additional space as needed for your statement and/or any other comments you care to make.)

Owning one's home remains a highly sought after goal within our society.  
Today, -because of rapidly rising cost, only 1 out of 4 households can  
afford to purchase a new home. We all know how economic conditions have  
affected the housing market. The total number of housing permits issued

In submitting this application for membership to the Maplewood Housing and Redevelopment Authority, I hereby state my commitment to its goals, and further, dedicate the require time and capabilities to fulfill these goals, if selected.

DATE \_\_\_\_\_

  
SIGNATURE OF APPLICANT

in the first six months of 1981, in the Metropolitan Area was down by 39 percent compared to the same period in 1980. The residential construction that has chiefly occurred is expensive single family and market rate apartment and condominium units unaffordable to low and moderate income households. Last year for example the average price of a new home was between \$67,000.00 and \$85,000.00.

Some would tell us that this kind of construction is enough. They would say the "trickle down" of units will provide sufficient housing lower income housing. I personally reject that notion. We delude ourselves if we think for one moment that the development of high cost housing will solve the problem of low income households.

For this reason and a great many more I am extremely interested in serving as a member of the Maplewood Housing and Redevelopment Authority

F-1(a)

MEMORANDUM

TO: City Manager  
 FROM: Director of Community Development  
 SUBJECT: Preliminary Plat  
 LOCATION: 2830 Keller Parkway  
 APPLICANT: Richard J. Anderson  
 OWNERS: Richard J. Anderson and Frank Frattalone  
 PROJECT: Gervais Overlook  
 DATE: December 29, 1981

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

SUMMARY OF THE PROPOSAL

Approval of a preliminary plat for twenty detached single-dwelling homes

CONCLUSION

Analysis

Several neighboring property owners have expressed concern that development of this site will intensify local water problems. On the contrary, local flooding and drainage concerns are being addressed by the provision of an on-site storm water retention pond. This pond will also serve as an integral part of the County Ditch seven improvement project, scheduled for construction in the summer of 1982.

The property owner to the north, Sanford Brink, is concerned that the proposed development would eliminate the future development of the southern portion of his property. (See Map two.) Little Canada reviewed the issue on December 9, 1981. Their response (enclosed letter) was that Mr. Brink would have to pay any costs that would accrue to Little Canada to develop an access feasibility study. To date, Mr. Brink has not contacted Little Canada to initiate such a study.

Staff is opposed to creating a border street, requiring cooperative construction, maintenance and billing agreements, between the two cities to provide Mr. Brink the opportunity to create only four lots. Since so few potential lots are involved, and it is in the public good to avoid the creation of border streets wherever possible, the issue should be settled between the two land owners.

The applicant has offered to purchase the 500 by 150 foot parcel. Mr. Brink was not interested. The applicant has also offered to allow for a north-south street access to this property. In so doing, the applicant would lose one lot and add 180 feet of nonbenefiting street and utility improvements to his plat. Mr. Brink's response was to compensate the applicant for only the loss of one lot, expecting the applicant to extend the improvements at his own expense. The applicant declined the compensation proposal.

Furthermore, the applicant has complied with Staff's request to extend proposed Beam Avenue to provide access to the landlocked parcel abutting to the east.

Recommendation

- I. Approval of the preliminary plat, subject to complying with the following conditions before final plat approval:
  1. Remedial soils measures, based upon soil boring data and analysis, shall be submitted to the City Building Official for approval. These measures must provide that the lots proposed in areas with unstable soils can meet building code requirements.
  2. Council awarding a construction contract for the extension of sanitary sewer to the site.
  3. Final grading, drainage, and utility plans shall be approved by the Director of Public Works. These plans shall include, but not be limited to, the provision for all drainage to be directed to the interior of the plat.
  4. The City of Little Canada ordering the extension of water to the site.
  5. A signed developer's agreement, with the required surety, is submitted to the Director of Public Works for public improvements, including a temporary cul-de-sac for proposed Beam Avenue.
  6. Dedication of 30 foot wide storm sewer easements, centered on the following lot lines:
    - a. the north line of lot fourteen
    - b. the south line of lot eight, and
    - c. the northeast line of lot six.
  7. Submission of an erosion control plan, before building permits are issued, which considers the recommendations of the Soil Conservation Service.
  8. Payment of deferred water assessments.
  9. The name "Block 2" is to be placed on the lots located south of proposed Beam Avenue.
  10. Correction of the map scale reference. 1:200 is not correct.
- II. Council ordering a feasibility study for the extension of sanitary sewer to the applicant's property. The applicant shall pay for this study.

## BACKGROUND

### Site Description

1. Gross acreage: 8.56
2. Net acreage: 6.74
3. Existing land use: single-dwelling home
4. The site consists of six platted lots.

### Surrounding Land Uses

- Northerly: single-dwelling homes on larger lots in Little Canada. This land is zoned and planned for single-dwelling residential.
- Easterly: a fourteen acre landlocked, undeveloped parcel.
- Southerly: undeveloped rear portions of a large, irregularly shaped single-family lots fronting on Keller Parkway and the proposed Ramsey County Ditch seven pond area.
- Westerly: three single-family lots, two of which are developed, and Arcade Street. Across Arcade Street are single-dwelling homes and Gervais Lake, all in Little Canada.

### Past Actions

December 1, 1980: The Planning Commission considered a lot division proposal which would have created three parcels without frontage to a dedicated and maintained public street. (See Map Four ) Denial was recommended on the basis that:

1. There appear to be other options available for better development of this area.
2. The proposal is not consistent with the spirit and intent of the ordinance.
3. Once the driveway would be developed, it would be difficult to upgrade it to a City street with City sewer and water and assess this upgrading.
4. A hardship has not been demonstrated to exist which is unique to this property.

The applicant withdrew the proposal prior to City Council consideration.

## DEPARTMENT CONSIDERATIONS

### Planning

1. Land Use Plan designation: RL, Residential Lower Density.
2. Zoning: R-1, Residence District (single-dwelling)

3. Proposed density: 12.2 persons/net acre
4. Permitted density: 14 persons/net acre
5. Compliance with Land Use Laws:

a. Section 1006 (c) of the Platting Code states that:

"Before any preliminary plan is approved by the City Council under this chapter, the information furnished with said plan must show conclusively that the area proposed to be subdivided is drainable and that the land is of such nature as to make its intended use practical and feasible. If these features are not apparent, the owner shall be required to enter into an agreement guaranteeing that all adverse conditions will be corrected and that drainage will be accomplished in a satisfactory manner. The final decision in this matter shall be made by the City Council acting upon the advice and recommendation of its engineer and other authorized representative."

b. The plat is consistent with the DNR shoreland development guidelines adopted by the Council on October 15, 1981.

c. The plat is consistent with City Platting requirements.

#### Public Works

1. Sanitary sewer and water main are not adjacent to the proposed plat. Extension of the Maplewood sanitary sewer system from Kohlman Lane and Keller Parkway is required. Extension of the Little Canada water system is required.
2. Storm drainage facilities must be provided with the plat. The pond on this site will serve a dual function:
  - a. storm water control for the plat, and
  - b. sedimentation control for County Ditch seven storm water, prior to discharge to the proposed Ramsey County Open Space land located to the southeast of the plat.

These improvements would prevent flooding and protect water quality. (See Other Agencies - Ramsey County Public Works for County Ditch seven information.)

3. Soil borings and analysis will identify remedial measures for building sites. This includes such items as high water table or insufficient bearing capacity.
4. According to the City's Transportation Plan, Keller Parkway is adequate for the current traffic. The proposed plat will have little impact on the traffic situation.

#### Financial

A deferred water assessment (project #75-16) must be paid prior to the approval of the final plat.

## Other Agencies

### 1. The Soil Conservation Service:

Development of the Hayden-Kingsley soil area located at the plat's eastern edge (See Map Seven) could result in erosion and resultant sedimentation of the wetland east of the proposed plat area. Sedimentation of this wetland would in affect reduce its flood storage capacity which in turn will affect the hydrology of Gervais Lake. The Hayden-Kingsley soils forming a ridge of approximately twenty feet in height, are subject to side slope seepage. They are otherwise suitable for development.

Fourteen lots are proposed for development on Seeleyville muck, which presents severe limitations to development. This soil is unstable to foundations and streets and the water table is near the surface. If development does occur, all organic soil should be removed, replaced with suitable fill sufficient to raise the soil level above the water table, and allowed to settle before construction begins. Subsurface drainage will be moving toward Gervais Lake and will need to be given particular attention. Homes with basements are not recommended.

For on-site erosion control, the following procedures are recommended:

- a. Grading be done during the dry season.
- b. A filter blanket and sediment dike be established adjacent to the on-site wetland.
- c. The existing wetland to the southeast should be cut off from Gervais Lake landlocking site drainage. Some form of temporary basin may need to be constructed to temporarily detain site waters.
- d. Grading of the knoll at the site's east side should progress from west to east to maintain a vegetative strip between the on-site wetland and the grading at all times.
- e. If fill is to be removed from the site, a gravel roadway should be installed to minimize transportation of soils onto roadways.
- f. All exposed soils should be stabilized as soon as possible by vegetative measures.

### 2. Ramsey-Washington Metro Watershed District:

- a. A District permit for development of the plat is required.
- b. Relative to Gervais Lake, the storm water holding capacity of the drainage pond required on this site is insignificant. The basin's principal function should be as a sedimentation basin.

### 3. Ramsey County Public Works:

- a. Considerable work is being done to minimize the impacts of storm water runoff entering the Kohlman-Gervais-Keller-Phalen chain of lakes. It

is extremely important the developer consider designs which do not increase the rate of runoff and nutrient loading from the given area.

- b. Improvements to County Ditch seven are proposed for the summer of 1982. The project will consist of piping storm water south along the west side of Arcade Street then to a sedimentation pond on the applicant's site prior to discharge to the wetland to the southeast of the plat. (Map Five) An overflow for direct discharge to Gervais Lake would be provided to protect the applicant's site from flooding in the event of a large storm.

#### 4. Ramsey County Open Space:

Ramsey County will initiate condemnation proceedings in the near future for the wetland area to the southeast of the plat. (Map Five) County jurisdiction of this area must be gained before the County Ditch seven project can proceed.

#### Citizen Comments

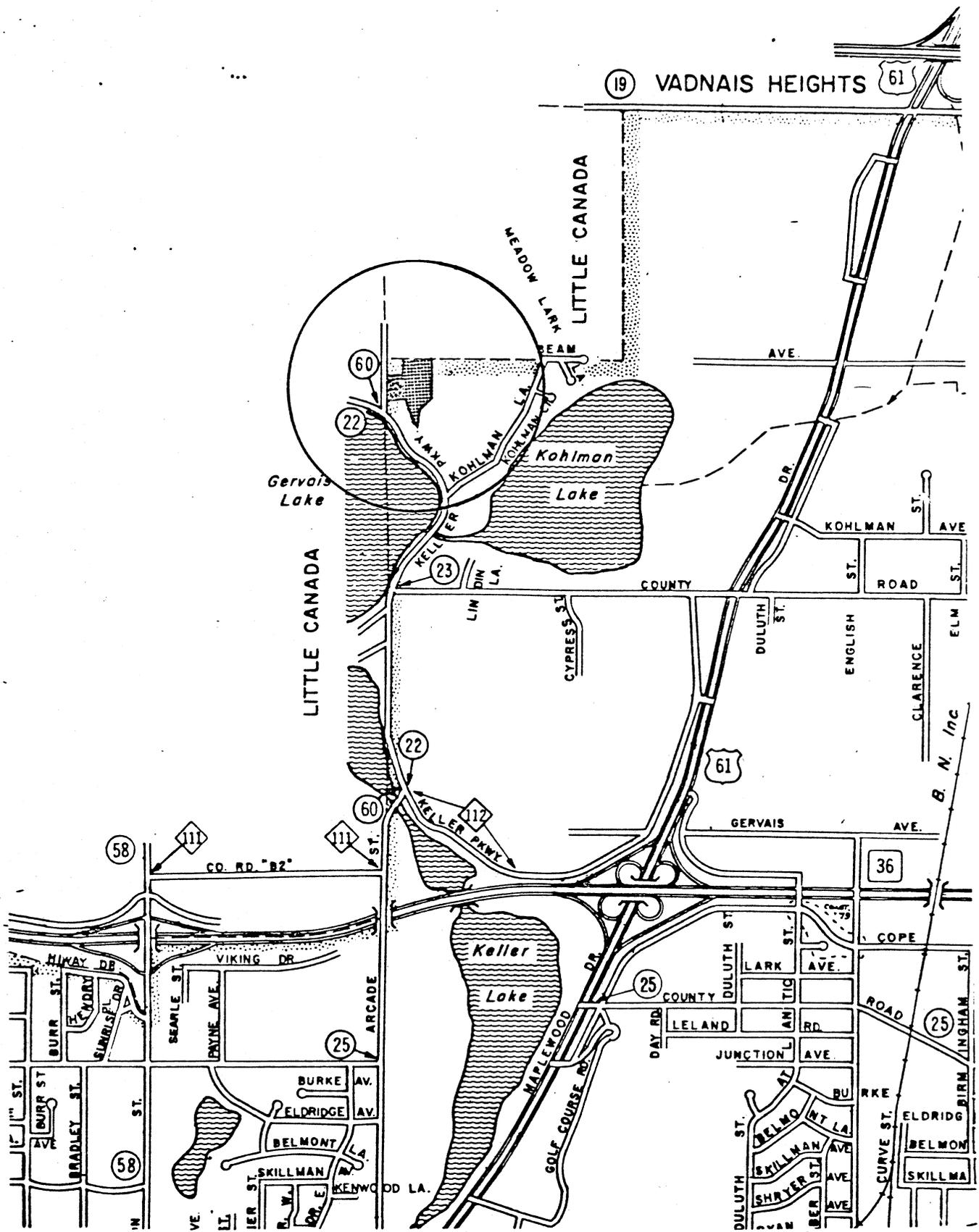
Of thirteen property owners surveyed, eight responded. Seven are opposed. Sanford Brink, the abutting property owner to the north, requested that the applicant redesign the plat to align proposed Beam Avenue with the Little Canada/Maplewood boundary. Little Canada was notified of this request. Little Canada's response letter to Mr. Brink, (letter enclosed) was that if he wished to pursue the issue he would have to pay the cost of the necessary studies. To date, Mr. Brink has not contacted Little Canada to initiate the required study(s).

Comments from the eight persons opposed to the development, brought up the following issues:

1. The unsuitability of a wetland for development.
2. Erosion and runoff from the property, polluting the wetlands and the lake.
3. Affects on an existing high water table in the area, with regard to on-site sanitary facilities.
4. Affect on the existing Keller Parkway traffic problems.
5. The effect of eliminating the wetland on the storm water entering the chain of lakes, in terms of flooding and cost of storm water treatment through the St. Paul system.
6. Whether the development will cause a need for storm sewers in the area, to be paid for by adjacent property owners.
7. The affect on neighborhood character, of twenty lots smaller than the present norm.

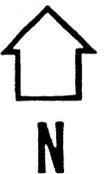
#### Enclosures

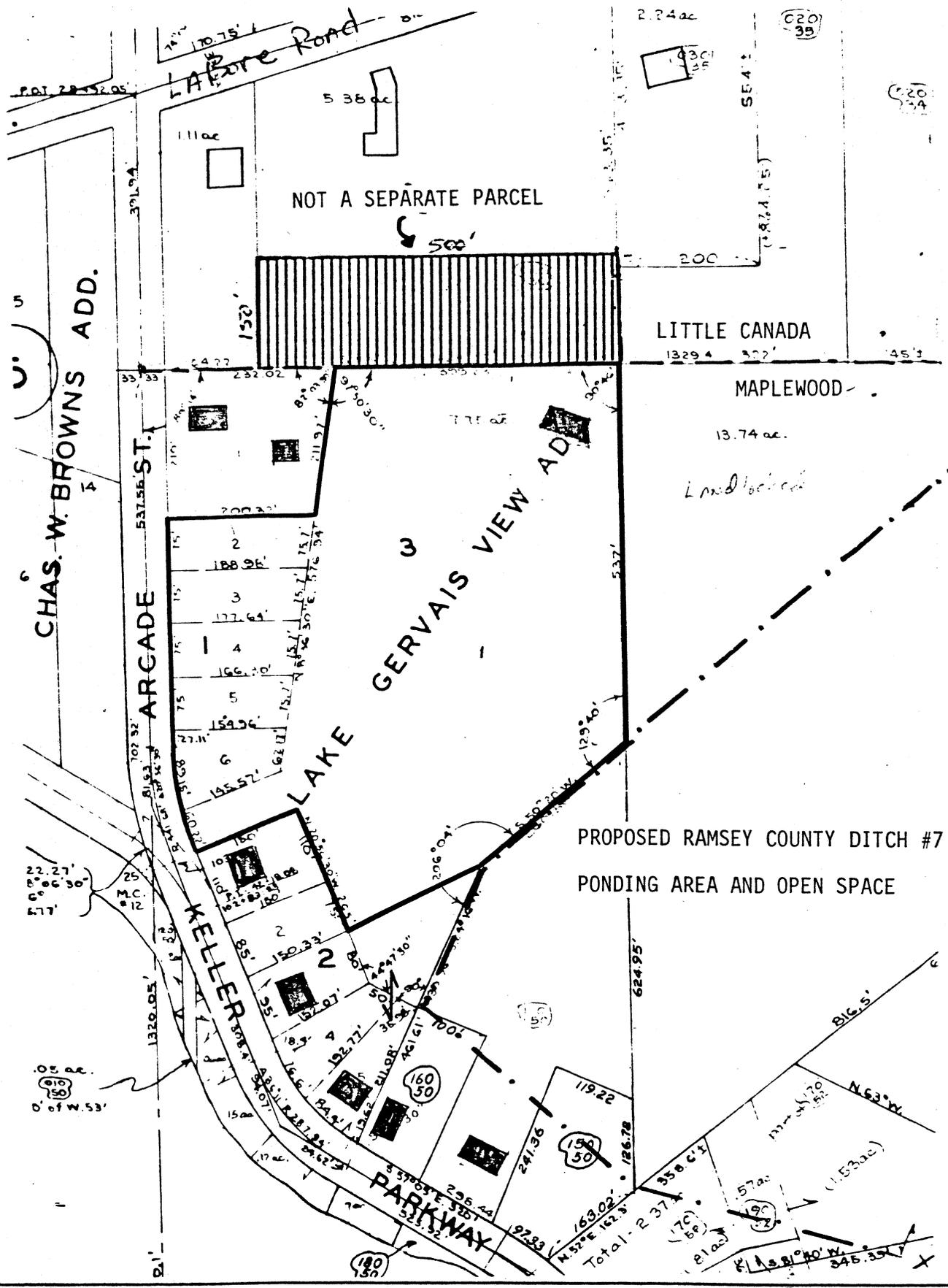
1. Location Map
2. Property Line Map
3. Preliminary Plat Map
4. The applicant's November 1980 Lot division Proposal
5. County Ditch Seven Drainage and Open Space
6. Excerpt from the Maplewood Drainage Plan
7. SCS Soils Map
8. Letter from Little Canada to Sanford Brink, 12-17-81



MAP 1

LOCATION MAP



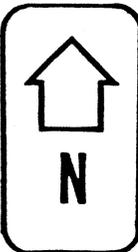


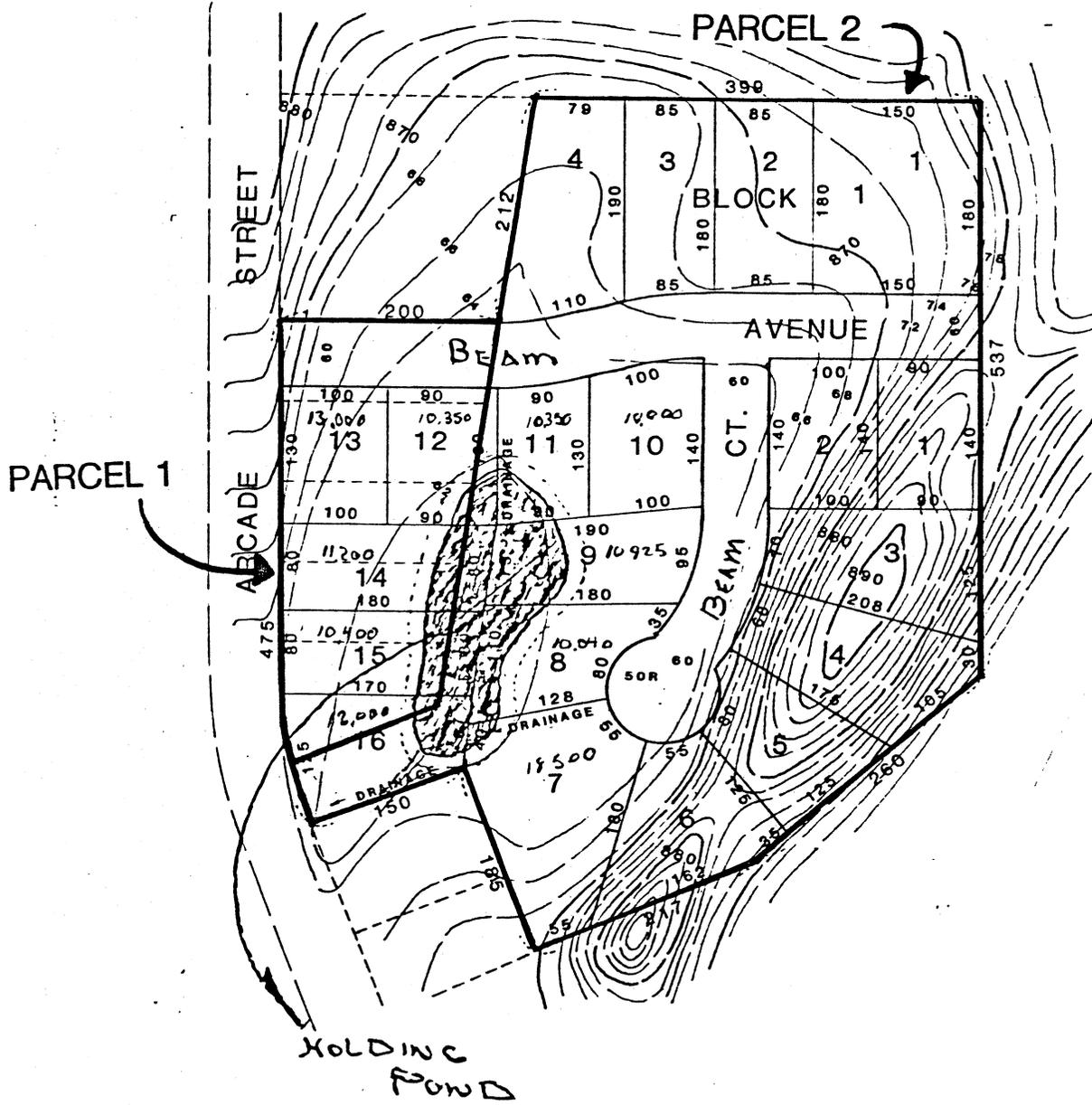
MAP 2

PROPERTY LINE MAP



Parcel for which street access is desired by Sanford Brink





MAP 3

PRELIMINARY PLAT



LABORE ROAD

LITTLE CANADA

CHAS. W. BROWNS ADD.

ARCADIE ST.

Potentially Developable

GERVAIS DRIVEWAY

(Potentially landlocked)

Proposed County Ditch #7  
Ponding Area Ramsey County

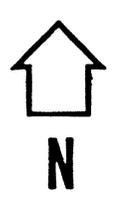
GERVAIS LAKE

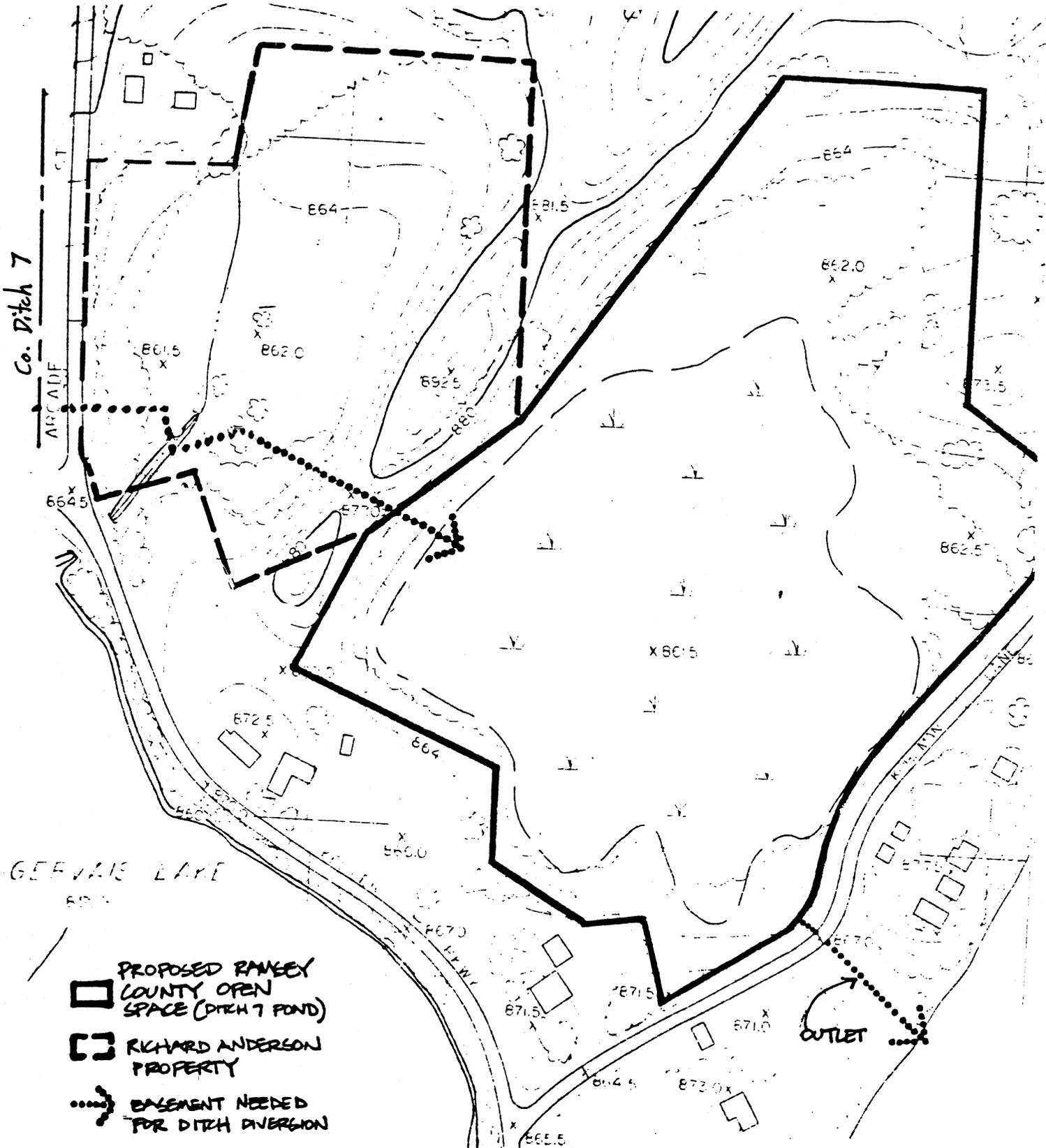
KELLER TRAIL

PARK

MAP 4

THE APPLICANT'S NOVEMBER 1980 PROPOSAL





MAP 5

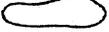
COUNTY DITCH SEVEN, DRAINAGE AND OPEN SPACE PROPOSAL

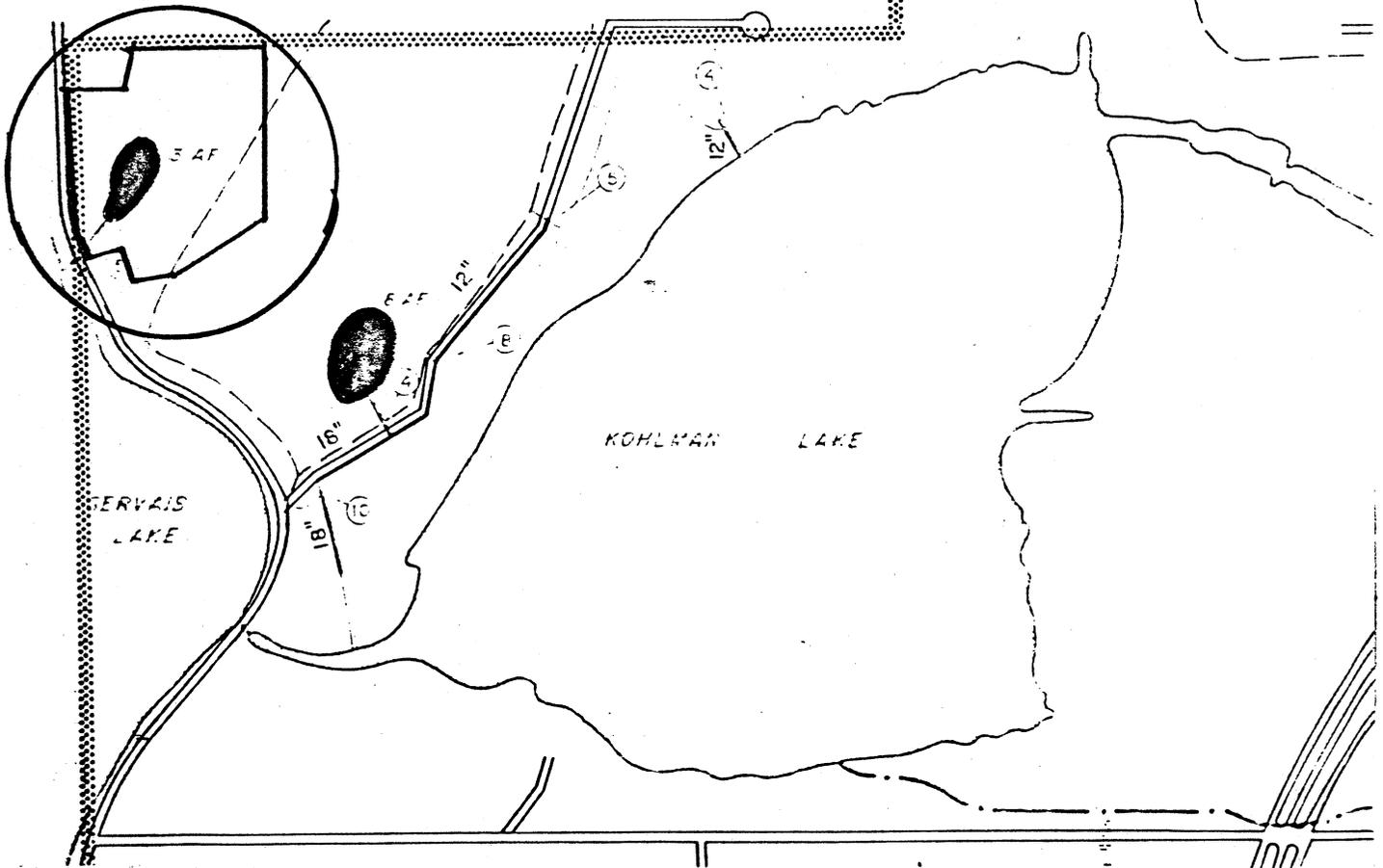
1"=200'

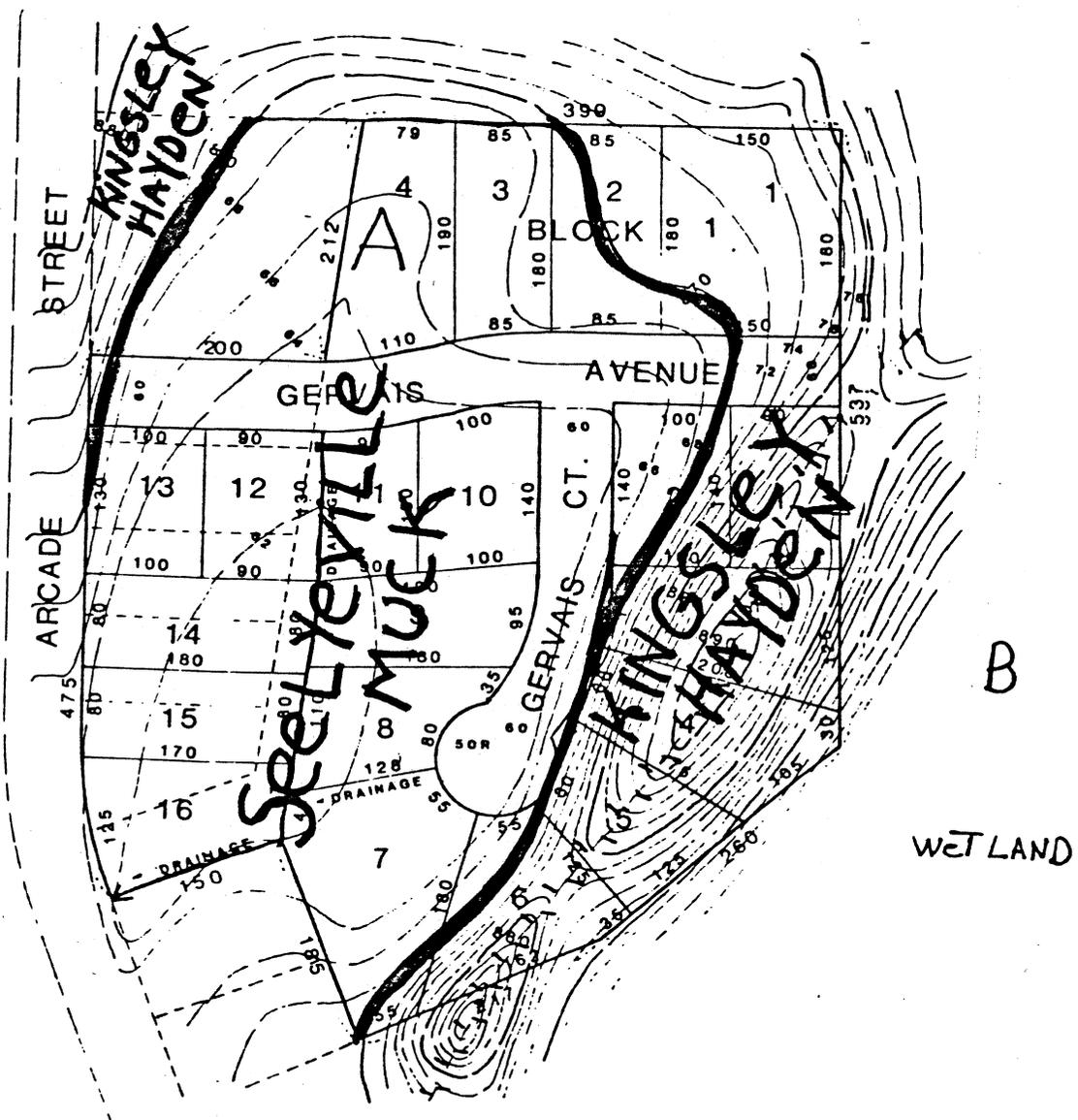


# DRAINAGE PLAN

## KOHLMAN LAKE

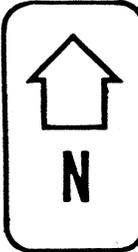
MAJOR WATERSHED DIVIDE	---
INTERIOR WATERSHED DIVIDES	---
PROPOSED STORM SEWER	--- 42" ---
EXISTING STORM SEWER	----
OPEN CHANNEL	====
STORM WATER STORAGE AREA	
INUNDATION AREA	
STORAGE AREA VOLUME	4 AF
DISCHARGE IN CFS	---
CITY LIMITS	.....





MAP 7

EXCERPT FROM SCS's SOILS REPORT



# NORTHWEST ASSOCIATED CONSULTANTS INC.

December 17, 1981

Mr. Sanford Brink  
2926 LaBore Road  
Little Canada, Minnesota 55109

Dear Mr. Brink:

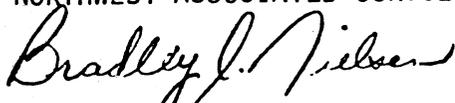
The City of Maplewood has recently asked the Little Canada City Council to comment on a preliminary plat which has been proposed by Mr. Richard Anderson. Since the property in question abuts the south side of your property located on LaBore Road, it is understandable that you would be concerned with its development.

The City Council has directed our office, as the City's planning consultants, to inform you that they are willing to review alternative roadway schemes for the area in question, but feel it would be inappropriate to spend City tax dollars to resolve one property owner's concerns. Past policy has been that potential beneficiaries of such City action should be responsible for the costs of the necessary study. Based upon this policy, you are advised that if you are interested in having the City study this issue, a request to the City Council is required on your part.

Please contact Joe Chlebeck at City Hall (484-2177) if you wish to be placed on some future Council meeting agenda. If you have any questions regarding this matter, feel free to contact our office (925-9420) at any time.

Sincerely,

NORTHWEST ASSOCIATED CONSULTANTS, INC.



Bradley J. Nielsen  
Senior Planner

BJN/nd

cc: Little Canada City Council  
Joe Chlebeck  
Clayton Parks  
Randy Johnson - Maplewood

5. Staff take into account the need for a ponding area on the applicant's property if and when a request for lot subdivision is made.

Commissioner Prew seconded Ayes - Commissioners Axdahl, Barrett, Ellefson, Fischer, Hejny, Howard, Kishel, Pellish, Prew, Sletten, Whitcomb

B. Preliminary Plat - Gervais Overlook

Secretary Olson said the applicant is requesting a preliminary plat for twenty single-dwelling homes. Staff is recommending approval as outlined in their report.

Richard Anderson, 2830 Keller Parkway, said he did talk to the City of Little Canada regarding extension of City water into the property. The sewer is adequate to be extended to service the property.

The Commission discussed the location of the Maplewood water lines in the area.

The applicant commented on the types of soils within his plat. He said some soil borings had been done on the property.

Commissioner Kishel moved the Planning Commission recommend approval of the preliminary plat for Gervais Overlook subject to:

1. Remedial soils measures, based upon soil boring data and analysis, shall be submitted to the City Building Official for approval. These measures must provide that the lots proposed in areas with unstable soils can meet building code requirements.
2. Council order a feasibility study for the extension of sanitary sewer to the applicant's property. The applicant shall pay for this study. Council awarding a construction contract for the extension of sanitary sewer to the site.
3. Final grading, drainage, and utility plans shall be approved by the Director of Public Works. These plans shall include, but not be limited to, the provision for all drainage to be directed to the interior of the plat.
4. The City of Little Canada ordering the extension of water to the site.
5. A signed developer's agreement, with the required surety, is submitted to the Director of Public Works for public improvements, including a temporary cul-de-sac for proposed Beam Avenue.
6. Dedication of 30 foot wide storm sewer easements, centered on the following lot lines:
  - a. the north line of lot fourteen

- b. the south line of lot eight, and
  - c. The northeast line of lot six.
7. Submission of an erosion control plan, before building permits are issued, which considers the recommendations of the Soil Conservation Service.
  8. Payment of deferred water assessments.
  9. The name "Block 2" is to be placed on the lots located south of proposed Beam Avenue.
  10. Correction of the map scale reference. 1:200 is not correct.

Commissioner Hejny seconded Ayes - Commissioners Axdahl, Barrett, Ellefson, Fischer, Hejny, Howard, Kishel, Pellish, Prew, Sletten, Whitcomb.

C. Annual Report

The Commission requested the annual report be forwarded to the City Council for consideration.

D. Rules of Procedure

The Planning Commission reviewed the Rules of Procedure, suggested variances changes and asked staff revise the Rules and forward copies to the Commission.

Commissioner Fischer moved the Planning Commission adopt the revised Rules of Procedure.

Commissioner Whitcomb seconded Ayes - Commissioners Axdahl, Barrett, Ellefson, Fischer, Hejny, Howard, Kishel, Pellish, Prew, Sletten, Whitcomb

E. Met Council Review of Plan Update

The Commission reviewed the comments made by the Metropolitan Council on the Maplewood Plan Update.

The Commission suggested a statement be prepared to give to the Physical Development Committee regarding their comments.

9. OLD BUSINESS

10. COMMISSION PRESENTATIONS

A. Council Agenda

11. STAFF PRESENTATIONS

12. ADJOURNMENT

Meeting adjourned at 9:25 P.M.

F-121

MEMORANDUM

TO: City Manager  
FROM: Director of Community Development  
SUBJECT: Variances and Lot Division  
LOCATION: 2830 Keller Parkway  
APPLICANT/OWNER: Richard Anderson  
DATE: November 26, 1980

Request

Approval of two variances to allow the creation of three lots, which would not have frontage on a dedicated public street.

Site Description

Location: See enclosed maps

Lot Size: An irregular shaped, 7.37 acre parcel

Existing Land Use: A single family dwelling and accessory structures. The only access to the site is through a 60 X 150 foot corridor with frontage on Arcade Street. A 750 foot long dirt driveway serves the existing home.

Proposal

Create three separate lots accessed by a private driveway. Two homes, in addition to the existing dwelling, would be constructed. (See enclosed Property Line Map).

Surrounding Land Uses

North: Large lot single family residences located in the City of Little Canada, zoned and planned for single family residential

East: A 14 acre land locked undeveloped parcel.

Southerly: Undeveloped rear portions of large irregularly shaped single family lots fronting on Keller Parkway.

Westerly: Eight single family lots, six of which are developed, bisected by the subject property's frontage corridor to Keller Parkway (see Property Line Map).

Past Actions

1. October 20, 1977:

a. Board of Appeals and Adjustments indefinitely tabled a request by Mark Kocourek (Burr Avenue and Effingham Street) to develop a lot without frontage on a dedicated public street and directed staff to investigate other alternatives

b. Council ordered a feasibility study for the possible construction of Effingham Street between Burr Street and Bradley Street.

2. November 10, 1977: A preliminary feasibility study was presented to Council indicating that the construction of Effingham would be post-prohibitive. Council moved to refund \$810.00 of a sanitary sewer deferred assessment paid by the Applicant.
3. 1-26-78: Council approved a lot area variance, but denied two street access variances as requested by Mr. Richard Novak (Carey Heights Drive), based on the following :
  1. The street access variances do not meet the "spirit and intent" of the ordinance.
  2. A precedent would be set for similar lots in other areas of the City.
  3. There may be times of the year when emergency services could not gain access to the property.
  4. There is no hardship that is "unique to the individual property under consideration".
4. 5-1-80: Council conditionally approved a request by Keith Libby to subdivide and develop a parcel west of Carver Lake which does not have access to dedicated a public street, based upon:
  1. There has been a hardship caused the applicant, because the acquisition of the abutting land to the south by Ramsey County Open Space, has substantially reduced the feasibility of developing a public street into the applicant's property;
  2. The spirit and intent of the ordinance will be met if the applicant provides a paved driveway along the existing right-of-way and agrees to maintain it.

Approval was conditioned as follows:

1. The applicant shall install a paved driveway on the existing right-of-way to the specifications of the City Engineer.
2. The applicant shall sign an agreement to maintain the drive to the City standards, including snow plowing. This agreement shall be recorded to run with the property. If applicant does not maintain the drive, he shall be assessed if City forces are used. If the drive is expanded to a City Street the applicant forgoes any previous agreement.
3. Construction of any additional homes on this property must meet current requirements for platting.

### Planning

1. Land Use Designation: RL- Residential Low Density
2. Zoning: R-1, Single Family Residential
3. Code Considerations:
  - a. Section 1005.010(5) of the City Platting Code states that all lots shall abut on a publicly dedicated street.

- b. Section 501.020 of the City Zoning Code states that, "No building permits will be issued for any construction within the Village unless the building site is located adjacent to an existing street which is dedicated and maintained as a Village street, or unless provision for street construction has been made in full compliance with this Code and in no case until grading work as provided herein has been completed and certified to the clerk by the Village Engineer; except that in isolated instances the Council may enter an agreement with a property owner for special handling of an unusual situation which agreement shall be recorded so as to run with the land affected".
- c.- Section 912.040 states that, "No building shall hereafter be erected or altered unless there is direct access to it from a street or highway through an open space at least as wide as the dwelling and on the same lot".

4. Statutory Considerations:

Section 462.357, Subdivision 6 (2) of the Minnesota State Statutes states that the Board of Appeals and Adjustments has the power to "hear requests, for variances from the literal provisions of the ordinance in instances where their strict enforcement would cause undue hardship because of circumstances unique to the individual property under consideration, and to grant such variances only when it is demonstrated that such actions will be in keeping with the spirit and intent of the ordinance".

5. Effect on Adjacent Properties:

If the County purchases the proposed County Ditch #7 ponding area property (Item 6-Public Works), the property to the east may become land locked unless access can be gained through the Applicant's property. Some question exists as to whether or not the property to the east is developable.

Public Works

- 1. No City water is available.
- 2. Little Canada maintains sanitary sewer in Arcade Street.
- 3. The Drainage Plan calls for a 3 acre foot pond in the south portion of proposed Lot 3 (see Excerpt of Drainage Plan)
- 4. Development of on-site septic facilities may be a problem, due to high water table.
- 5. A deferred water assessment (Project #75-16) is to be paid prior to approval of a lot split.
- 6. On June 19, 1978, Ramsey County approved the acquisition of County Ditch #7 Ponding Area, as illustrated on the enclosed property line map.

Public Safety

If allowed to build on a private drive, delivery of emergency services is complicated by:

- 1. address confusion
- 2. dirt road surface subject to wash out and soft spots
- 3. no scheduled snow removal
- 4. no fire hydrant availability

## Citizen Comment

Staff surveyed the thirteen land owners with property within 150 feet of the Applicant's. Four responses were received. Three respondents (2776, 2786, and 2800 Keller Parkway) objected, on the basis that:

- a. A financial hardship to pay for sewer by my property to serve the Applicant
- b. Ramsey County would like to buy some of my property for open space and the Applicant's project could affect this deal, because his property is also involved in the Ramsey County plans
- c. We already have drainage problems created by the "private driveway". When drainage to the lake occurs it carries heavy loads of sediment. Additional construction and increased drainage will compound an existing problem. Further, what guarantee provides against further subdivision of the Lots 2 and 3 once the variance for the private driveway has been granted?"
- d. "No sewer, more lake pollution because of low area and poor drainage. We now have a drainage problem from the upper levels down to the lake. He has already cut down a significant hill for fill for his road and left a 20 foot cliff right on my property line. This bank is now eroding each time it rains. Is this legal - is there a code on the pitch of a bank next to someone else's property?"

## Analysis

Approval of the requested variances would be inconsistent with the spirit and intent of the Zoning Code.

The intent of the Ordinance is to assure public access to each home in the City. Without a public street, there may be times when emergency public safety services could not be provided, such as police, fire, and ambulance, due to a lack of snow plowing, an unstable road surface, or a parked vehicle which blocks the access. Situations of this type could open the City up to potential law suits

Secondly, there is no justification for a "circumstance unique to the individual property under consideration." To satisfy this requirement, a hardship must be proven to exist which is not self imposed and which runs with the land. The applicant's justification is based upon personal economic needs and as such is not sufficient justification for approval of a variance.

A precedent for denial of the applicant's request was established by the Novak case in 1978. In both cases, opportunity exists for additional development if the variances were to be approved. Secondly, a hardship unique to the subject property, was/has not been established.

Recently, Council approved access variances for Keith Libby. However, the Libby case is to be differentiated from both the Novak and the present applicant's requests. A hardship was established which ran with the land and was not self imposed. Secondly, no potential existed for future development of the Libby property.

In the opinion of Staff, approval of the applicant's request would not be consistent with past Council action. As a result, the Council may obligate itself to approve similar requests in the future and, in effect, lower its development standards.

Further, development of the subject property should not be allowed until a public street is provided. Consideration should also be given to leaving options open for accessing the property to the east in the event the property is determined to be developable.

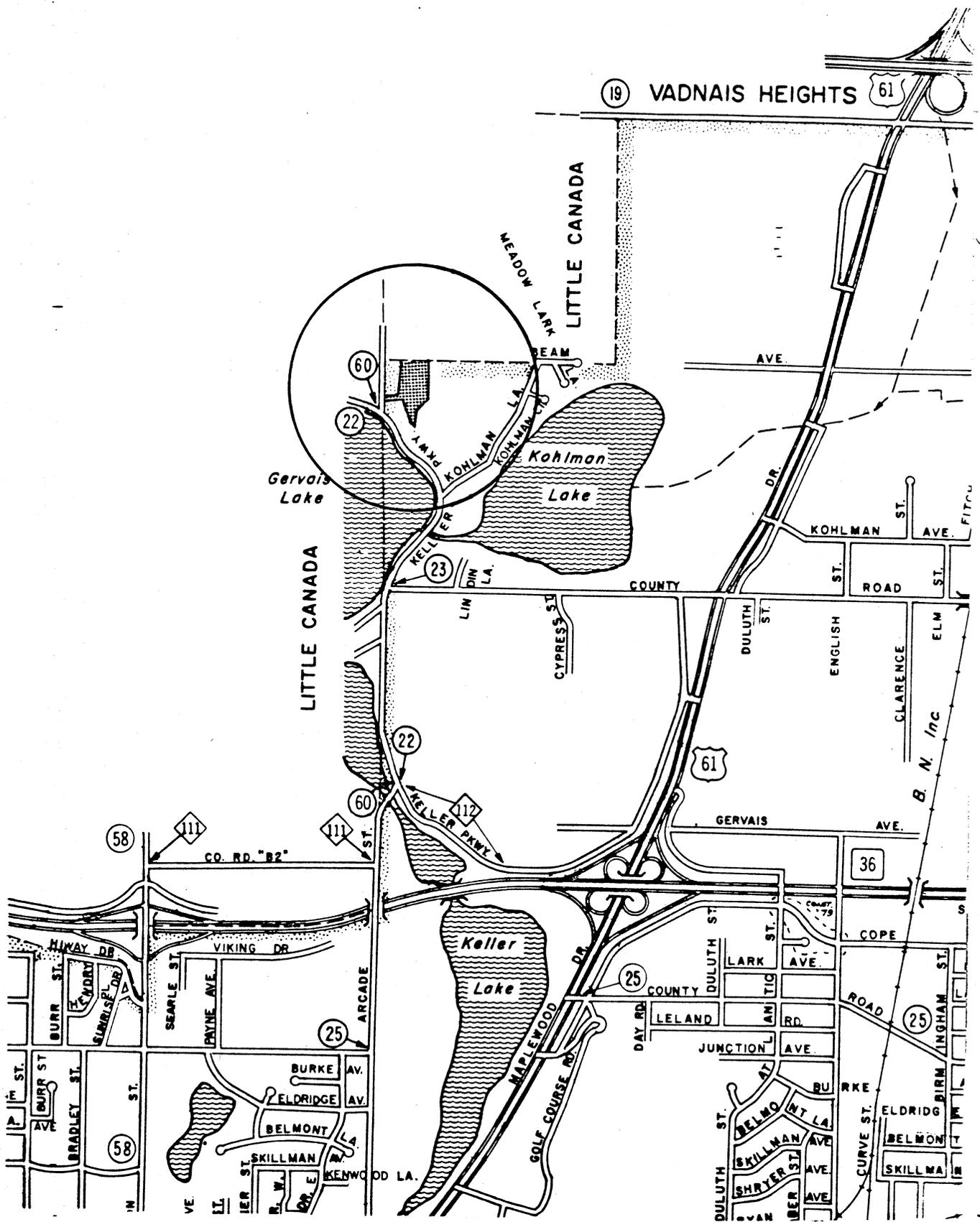
Recommendation

Denial of the two public street access related variances, on the basis that:

1. The proposal is not consistent with the spirit and intent of the ordinance.
2. Once the driveway would be developed, it would be difficult to upgrade it to a City Street with sewer and water and assess this upgrading.
3. A hardship has not been demonstrated to exist which is unique to the property.

Enclosed:

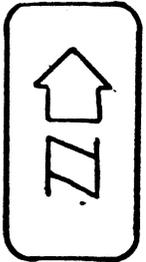
1. Location Map
2. Property Line Map
3. Excerpt from the Drainage Plan
4. Applicant's letter of justification, dated 11-10-80



RICHARD ANDERSON  
PETITIONER

LOT DIVISION/VARIANCE  
REQUEST

LOCATION MAP

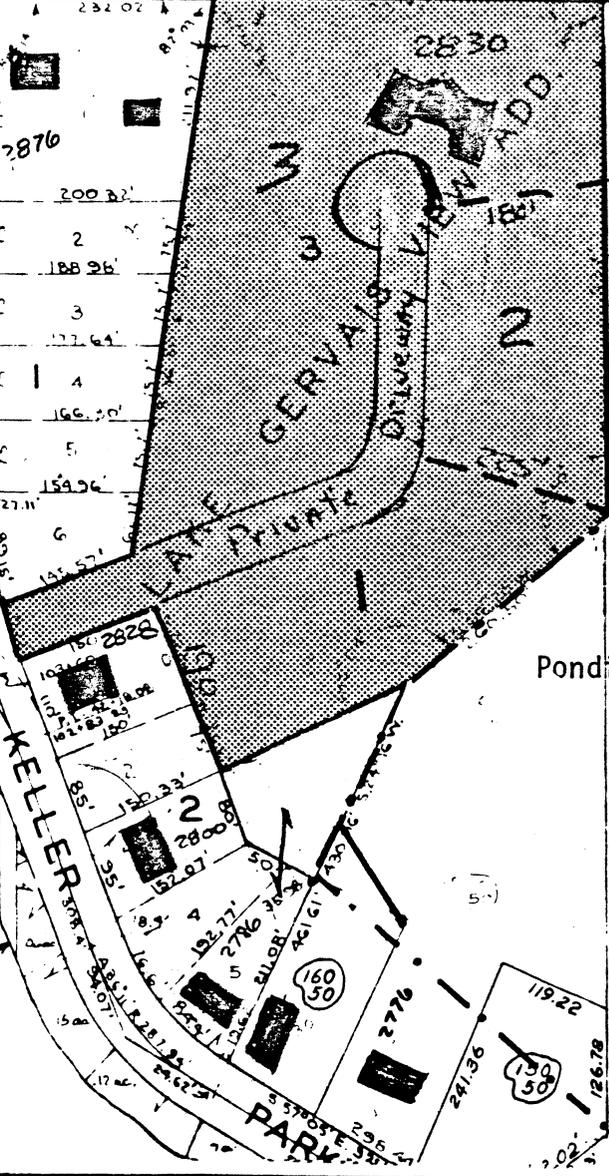


LABORE ROAD

LITTLE CANADA

5  
CHAS. W. BROWNS ADD.

ARCADIE ST.



(Potentially Landlocked)

Proposed County Ditch #7  
Ponding Area Ramsey County

RICHARD ANDERSON

PETITIONER

LOT DIVISION/VARIANCE  
REQUEST

PROPERTY LINE MAP



APPLICANT'S PROPERTY



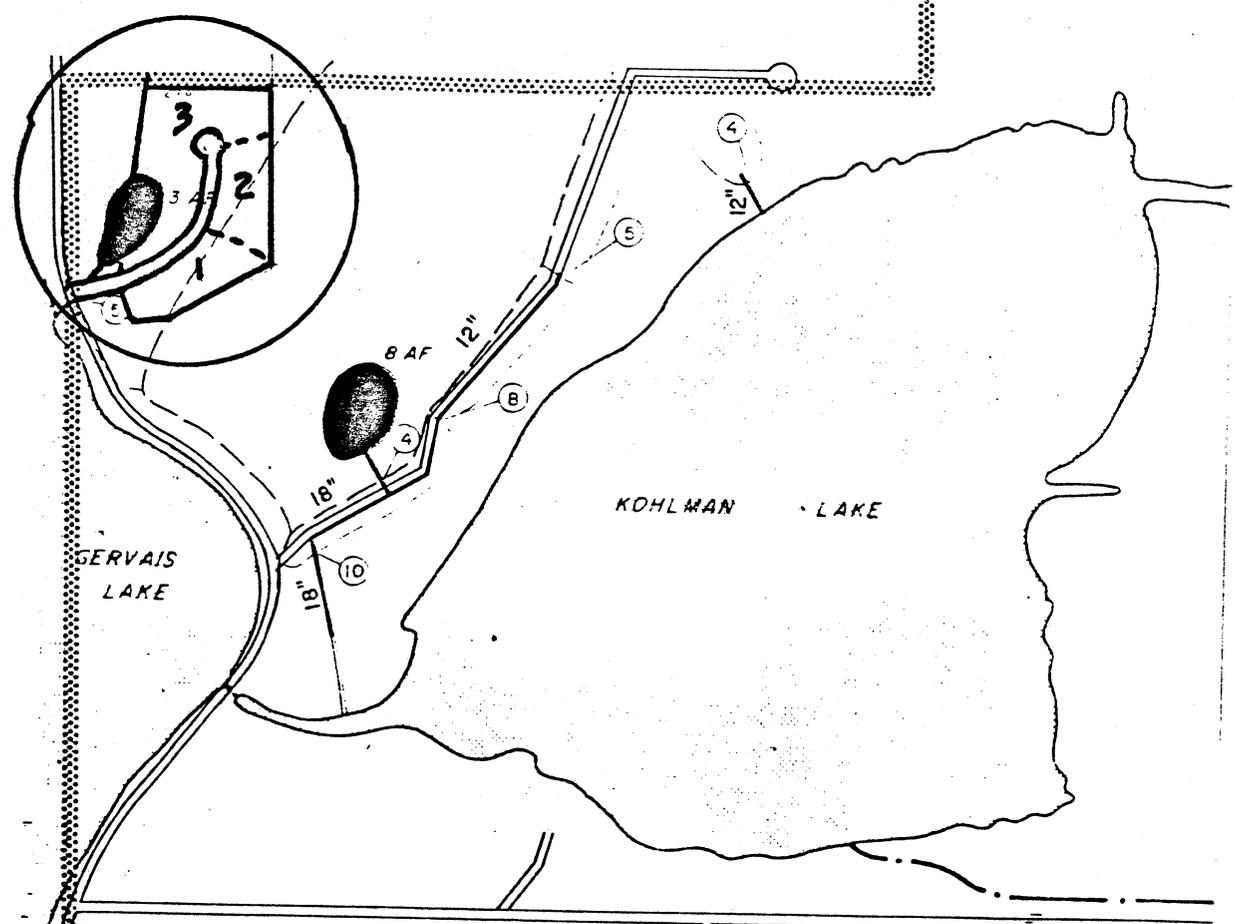
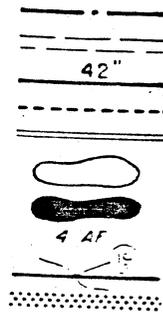
BOUNDARY OF PROPOSED PONDING AREA



# DRAINAGE PLAN

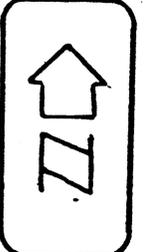
## KOHLMAN LAKE

MAJOR WATERSHED DIVIDE  
INTERIOR WATERSHED DIVIDES  
PROPOSED STORM SEWER  
EXISTING STORM SEWER  
OPEN CHANNEL  
STORM WATER STORAGE AREA  
INUNDATION AREA  
STORAGE AREA VOLUME  
DISCHARGE IN CFS  
CITY LIMITS



ANDERSON
PETITIONER
VARIANCE/LOT DIVISION
REQUEST

EXCERPT FROM MAPLEWOOD DRAINAGE PLAN



2830 Keller Parkway  
St. Paul, MN 55109  
November 10, 1980

Maplewood Planner and/or Planning Commission

We seek a special use permit to divide 7.3 acres of land so described in our application .

The hardships included in this case we feel is the fact that the land and home evaluation is up to near \$ 150,000.00 making it impossible to continue to support two or more children in college for the next four years.

The alternative to this is to seek the development of 15 homesites, which if accepted, would mean at least \$ 100,000.00 out front, and that seems totally out of range in order to continue to live on this land.

Sincerely,



Mr. and Mrs. Richard J. Andersen  
484-8770

Secretary Olson said the applicant is requesting approval of three variances to allow the creation of three lots, which would not have frontage on a dedicated public street. Staff is recommending denial as outlined in their report.

Commissioner Fischer asked what would be required to develop the property without variances from the Code being granted.

Secretary Olson said the property would have to be platted and a paved public roadway would have to be constructed. An ultimate development plan was presented by the applicant which proposed about 15 lots.

- Commissioner Kishel asked if the applicant did present a plat for the property, would the Public Works Department suggest that an access be made available to the landlocked property to the east as part of a proposed plat.

Secretary Olson said yes, Staff normally reviews the plat with relation to a street system that will benefit all properties. Discussion may also be necessary with Ramsey County as to their proposed acquisition and the property to the east which may be land locked.

Richard Anderson, said when he purchased this parcel he also purchased lots 2 through 6. He said the homes along Keller Parkway are not connected to sanitary sewer, therefore, their statement as to pollution of the lake by future development was not valid. He has started to construct a holding basin for the sediment to be held so it would not go into the lake. Also, part of the problem was created by previous Councils by having the only access to 7.3 acres a 60 foot right of way.

Commissioner Kishel said possibly Lots 2 through 6 could be combined with the larger parcel under consideration and then be replatted with the necessary streets and utilities off Arcade Street in an area where there would not be as much peat to go through.

---

Mr. Anderson said that is a possibility. However, if the property would be replatted, economically he could not provide for the construction of the necessary streets.

Commissioner Whitcomb moved that the Planning Commission recommend to the Board of Adjustments and Appeals denial of variance application on the basis of:

1. There appear to be other options available for better development of this area.
2. The proposal is not consistent with the spirit and intent of the ordinance.
3. Once the driveway would be developed, it would be difficult to upgrade it to a City Street with City sewer and water and assess this upgrading.
4. A hardship has not been demonstrated to exist which is unique to this property.

Commissioner Kishel seconded

Ayes - all.



A requirement of all plats is the provision of sanitary sewer. The City has not required the provision of sanitary sewer for lot divisions.

If the lot division were to be approved, seven homes, in addition to the applicant's present home, could be developed on the plat site. The site presently includes five undeveloped platted lots (Map four). All of these homes would be dependent upon on-site septic facilities. According to comments received from a neighborhood survey, some existing systems are operating marginally, at best. The addition of seven more on-site systems in this area could lead to otherwise preventable water quality problems for Gervais Lake.

4. Public Water

The plat would result in the extension of water. This would provide better fire protection.

5. Reduced Stormwater Problem

The plat would help reduce storm water problems in the area at less expense to the public. If the plat were to be approved, storm sewer and ponding facilities to serve the applicant's property and a portion of the County Ditch 7 diversion project (scheduled for 1982) would be constructed by the applicant. All necessary easements would be dedicated to the public.

If the lot division were approved, the net affect would be an increase in the public cost of the County Ditch 7 improvement. Only the land controlled solely by the applicant (parcel two - map three) would be subject to easement dedication. Any other necessary easements may have to be acquired. Also, the applicant would not participate in the construction of the storm sewer and pond, as he would if the land were platted.

In either case, local flooding problems would be reduced.

6. Traffic

The plat would be accessed north of the presently hazardous intersection of Arcade Street and Keller Parkway. The lot division would access at the intersection, increasing the volume of turning movements and the potential for accidents.

Advantages of the Lot Division

1. Larger lots and twelve fewer homes
2. Less traffic
3. No assessments to residents for sanitary sewer or water extensions

RECOMMENDATIONS

- I Conditional approval of the Gervais Overlook preliminary plat, to create twenty single-dwelling lots, as outlined on page two of the enclosed December 29, 1981 staff report.

II Council ordering a feasibility study for the extension of sanitary sewer to the applicant's property. The applicant shall pay for this study.

Enclosures

1. Applicant's letter of request, dated February 9, 1982
2. December 29, 1981 staff report - preliminary plat
3. November 26, 1980 staff report - lot division and access variance

2830 Keller Parkway  
St. Paul, MN 55109  
February 9, 1982

Mr. Geoff Olson  
Maplewood Public Works Department  
1908 County Road B  
Maplewood, MN 55109

Dear Mr. Olson:

SUBJECT: GERVAIS OVERLOOK PROPERTY DEVELOPMENT

At the last Council meeting on February 4, 1982, we brought before the Council the proposal for a 20-home sub-division, Gervais Overlook, at 2830 Keller Parkway, Maplewood. At this time, we would like to express our appreciation for the superb planning and preparation of this plot by the Staff headed by yourself.

We would at this time request that the sub-division as presented before Council on February 4; both the 20-home sub-division, and the prior submitted lot split of 1980, be placed on the Agenda for the March meeting for a decision by the Council as to how to proceed in the development of the land in question.

Sincerely,



RICHARD J. ANDERSEN

F2

STAFF REPORT

TO: City Manager, Barry Evans

FROM: Chief of Police, R. W. Schaller

DATE: 17 February 1982

SUBJ: Background Investigation of On Sale Liquor License  
Application of John Mario Vitale for Chalet Lounge,  
1820 North Rice Street

By: Schaller

As per application of John Mario Vitale for an On-Sale liquor license at the Chalet Lounge, 1820 North Rice Street, the usual background investigation has been made. Nothing was found to preclude Mr. Vitale obtaining the license he has applied for from the City.



R. W. Schaller

mn

cc: City Clerk  
CN 82001080  
Liquor File  
T. L. Hagen

CITY OF MAPLEWOOD

IN SUPPORT OF AN  
APPLICATION FOR ON SALE INTOXICATING LIQUOR LICENSE

PART II - Personal Information

Directions: This form must be filled out in duplicate with typewriter or by printing in ink by the sole owner, by each partner, by each officer, or director, by each manager, proprietor or other person with management responsibilities for the premises, by each person who by combined ownership or control has an interest in a corporation or association in excess of 5%.

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

TRUE NAME: (First) (Full Middle) (Maiden Name) (Last)

RESIDENCE ADDRESS: (Street, City, State) PHONE NUMBER:

BUSINESS NAME:

BUSINESS ADDRESS: (Street, City, State) PHONE NUMBER:

PLACE OF BIRTH: (City, County, State) DATE OF BIRTH: (Month, Day, Year)

HEIGHT: WEIGHT: COLOR OF HAIR: COLOR OF EYES:

U. S. CITIZEN? Yes \_\_\_\_\_ No \_\_\_\_\_ Naturalized? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, give date and place: \_\_\_\_\_

MARITAL STATUS: Married \_\_\_\_\_ Single \_\_\_\_\_ Divorced \_\_\_\_\_

If married, true name, place and date of birth, and residence address of spouse:

TRUE NAME: (First) (Full Middle) (Maiden Name) (Last)

PLACE OF BIRTH: (City, County, State) DATE OF BIRTH: (Month, Day, Year)

RESIDENCE ADDRESS: (Street, City, State)

If you have ever used or been known by a name or names other than the true name given above, list such name(s) and information concerning dates and places used.

Personal Information - Part II (On Sale Intoxicating)

Are you a registered voter? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, where are you registered? \_\_\_\_\_

Is your spouse a registered voter? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, where is spouse registered? \_\_\_\_\_

1. Address(es) at which you have lived during preceding ten years. (Begin with present or last address and work back.)

NO. AND STREET

CITY AND STATE

DATES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Address(es) at which your spouse has lived during preceding ten years. (Begin with present or last address and work back.)

NO. AND STREET

CITY AND STATE

DATES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Kind, name and location of every business or occupation you have been engaged in during preceding ten years. (Begin with present or last occupation and work back.)

BUSINESS OR OCCUPATION

STREET ADDRESS

CITY, STATE

DATES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Kind, name and location of every business or occupation your spouse has been engaged in during the preceding ten years. (Begin with present or last one first and work back.)

BUSINESS OR OCCUPATION

STREET ADDRESS

CITY, STATE

DATES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Personal Information - Part II (On Sale Intoxicating)

5. Names and addresses of your employers and partners, if any, for the preceding ten years. (Begin with present or last one first and work back.)

NAMES: EMPLOYERS OR PARTNERS

STREET ADDRESS

CITY, STATE

DATES

6. Names and addresses of your spouse's employers and partners, if any, for the preceding ten years. (Begin with present or last one first and work back.)

NAMES: EMPLOYERS OR PARTNERS

STREET ADDRESS

CITY, STATE

DATES

Have you, your spouse, parent, brother, sister, or child of either of you, ever been convicted of any felony, crime or violation of any ordinance, other than traffic? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, give information as to the time, place and offense for which convictions were had. \_\_\_\_\_

Have you, your spouse, or a parent, brother, sister or child of either of you, ever been engaged as an employee or in operating a saloon, hotel, restaurant, cafe, tavern or other business of a similar nature? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, give information as to the time, place and length of time. \_\_\_\_\_

Have you been in military service? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, was discharge(s) ever other than honorable? Yes \_\_\_\_\_ No \_\_\_\_\_ (Copies of discharge papers may be required.)

Names, residence addresses, business addresses, and telephone numbers of each person who is engaged in U. S. A. in the business of selling, manufacturing or distributing intoxicating liquor and who is nearer of kin to you or your spouse than second cousin, whether of the whole or half blood, computed by the rules of civil law, or who is a brother-in-law or sister-in-law of you or your spouse.

1. Full Name _____	Relationship _____
Residence Address _____	Phone _____
Business Address _____	Phone _____
2. Full Name _____	Relationship _____
Residence Address _____	Phone _____
Business Address _____	Phone _____

Personal Information - Part II (On Sale Intoxicating)

3. Full Name \_\_\_\_\_ Relationship \_\_\_\_\_

Residence Address \_\_\_\_\_ Phone \_\_\_\_\_

Business Address \_\_\_\_\_ Phone \_\_\_\_\_

1. Are you a manufacturer or wholesaler of intoxicating liquor or interested directly or indirectly in the ownership or operation of any such business? Yes \_\_\_\_\_ No \_\_\_\_\_

2. Are you directly or indirectly interested in other establishments in the City of MAPLEWOOD to which a license of the same kind has been issued? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, list names, addresses, and interest. \_\_\_\_\_

3. Are you the spouse of a person who would be ineligible for a license? Yes \_\_\_\_\_ No \_\_\_\_\_

4. What is the amount of investment that you will have in the business, building, premises, fixtures, furniture, stock in trade, etc.? State the source of such money. (You must be prepared to furnish proof of the source of such money.) \_\_\_\_\_

5. Have you had any interest in any previous intoxicating liquor license that was revoked, suspended or not renewed? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, explain in detail. \_\_\_\_\_

6. Have you ever individually, or with others, made application for an intoxicating liquor license and had such application denied? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, state circumstances. \_\_\_\_\_

7. List the names, residences, and business addresses of three residents of your home state of good moral character, not related to the applicant or financially interested in the premises or business, who may be referred to as to the applicant's character.

Name \_\_\_\_\_ Residence Address \_\_\_\_\_

Business Address \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Residence Address \_\_\_\_\_

Business Address \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Residence Address \_\_\_\_\_

Business Address \_\_\_\_\_ Phone \_\_\_\_\_

ANY FALSIFICATION OF ANSWERS TO THE ABOVE QUESTIONS WILL RESULT IN DENIAL OF THE APPLICATION.

X \_\_\_\_\_  
(Signature of Applicant)

Subscribed and sworn to before me a Notary Public  
this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_.

Commission expires on \_\_\_\_\_

\_\_\_\_\_  
(Notary Signature)



# CITY OF MAPLEWOOD

1380 FROST AVENUE      MAPLEWOOD, MINNESOTA 55109

DEPARTMENT OF PUBLIC SAFETY — OFFICE OF CHIEF OF POLICE

12-770-4530

February 2, 1982

Department of Public Safety  
State of Minnesota  
Liquor Control Division  
480 Cedar Street  
St. Paul, Minnesota 55101

Gentlemen:

It would be greatly appreciated if you would check your records for the following name:

John Mario Vitale  
DOB 11-28-28

Current - 2548 Glen Oaks  
White Bear Lake, MN 55110

Prior - 741 Carla Lane  
St. Paul, MN 55109

Thank you for your attention to this matter.

Very truly yours,

R. W. Schaller, Chief of Police  
Maplewood Police Department

RWS:js

cc Liquor File  
City Clerk  
82-001080

2/5/82

No record in this Division on the named individual.

  
Walter Ferlt - Enforcement Chief  
Liquor Control Div. / Dept. Public Safety



# CITY OF MAPLEWOOD

1380 FROST AVENUE      MAPLEWOOD, MINNESOTA 55109

612-770-4530

DEPARTMENT OF PUBLIC SAFETY — OFFICE OF CHIEF OF POLICE

February 2, 1982

Ramsey County Sheriff's Office  
3401 North Rice Street  
St. Paul, Minnesota 55112

Gentlemen:

It would be greatly appreciated if you would check your records for the following name:

John Mario Vitale  
DOB 11-28-28

5-23-78 water bear  
7159 Glen

Current - 2548 Glen Oaks  
White Bear Lake, MN 55110

7-27-78 VAN  
1100

Prior - 741 Carla Lane  
St. Paul, MN 55109

Thank you for your attention to this matter.

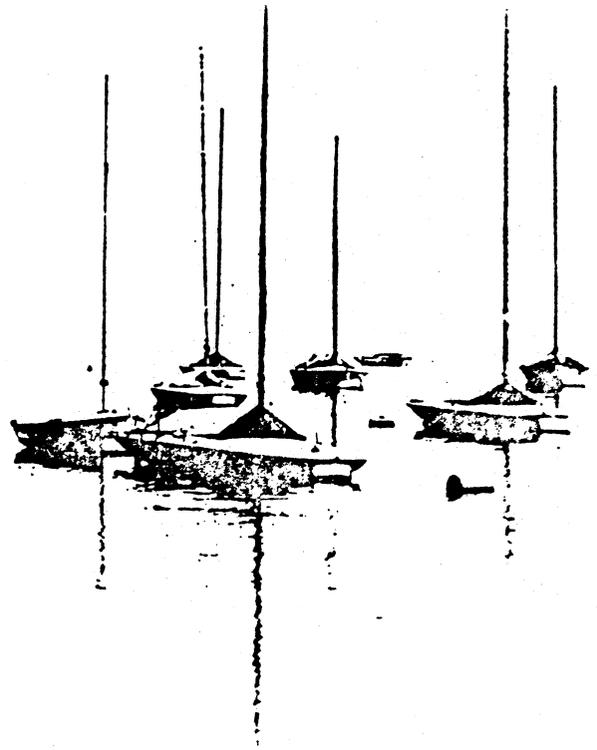
Very truly yours,

R. W. Schaller, Chief of Police  
Maplewood Police Department

RWS:js

cc Liquor File  
City Clerk  
82-001080

**CITY OF**  
**White Bear Lake**



February 3, 1982

R. W. Schaller, Chief of Police  
Maplewood Police Department  
1380 Frost Avenue  
Maplewood, MN 55109

Dear Chief Schaller:

A search of our records does not show any criminal records  
for the following person:

John Mario Vitale  
DOB 11-28-28

Sincerely,

P. Korolchuk  
Chief of Police  
White Bear Lake Police Department

PK/ns

STAFF REPORT

TO: City Manager, Barry Evans  
FROM: Chief of Police, R. W. Schaller  
DATE: 17 February 1982

SUBJ: Background Investigation of On Sale Liquor License  
Application of John Mario Vitale for Chalet Lounge,  
1820 North Rice Street

As per application of John Mario Vitale for an On-Sale liquor license at the Chalet Lounge, 1820 North Rice Street, the usual background investigation has been made. Nothing was found to preclude Mr. Vitale obtaining the license he has applied for from the City.

  
R. W. Schaller

mn

cc: City Clerk  
CN 82001080  
Liquor File  
T. L. Hagen



CITY OF  
MAPLEWOOD

1380 FROST AVENUE      MAPLEWOOD, MINNESOTA 55109

12-770-4530

DEPARTMENT OF PUBLIC SAFETY — OFFICE OF CHIEF OF POLICE

February 12, 1982

DESERT HOT SPRINGS POLICE DEPT  
11711 West Avenue  
Desert Hot Springs, California 92240

Dear Chief,

Would you please check your files on a John Maria Vitale, D.O.B. 11-28-28. I would appreciate both a criminal check and also if Mr Vitale holds any type of liquor license in California. I understand that Mr Vitale and his son Jeffrey own the Desert Holiday Motel in Desert Hot Springs, California. Mr Vitale also owns a winter home at 2903 Alta Loma, Palm Springs, California.

Mr Vitale is applying for a liquor license in our area and I'm attempting to obtain any information on Mr Vitale's background.

Thank you for your attention to this matter.

Very truly yours,

Richard W. Schaller  
Chief of Police

By N.L. Green, SGT

RWS/NLG/kec



# CITY OF MAPLEWOOD

1380 FROST AVENUE      MAPLEWOOD, MINNESOTA 55109

2-770-4530

DEPARTMENT OF PUBLIC SAFETY — OFFICE OF CHIEF OF POLICE

February 12, 1982

RIVERSIDE COUNTY SHERIFF DEPARTMENT  
82675 Highway 111  
Indio, California 92201

Dear Sheriff,

Would you please check your files on a John Maria Vitale, D.O.B. 11-28-28. I would appreciate both a criminal check and also if Mr Vitale holds any type of liquor license in California. I understand that Mr Vitale and his son Jeffrey own the Desert Holiday Motel in Desert Hot Springs, California. Mr Vitale also owns a winter home at 2903 Alta Loma, Palm Springs, California.

Mr Vitale is applying for a liquor license in our area and I'm attempting to obtain any information on Mr Vitale's background.

Thank you for your attention to this matter.

Very truly yours,

Richard W. Schaller  
Chief of Police

By N.L. Green, SGT

RWS/NLG/kec

CITY OF MAPLEWOOD

APPLICATION FOR INTOXICATING LIQUOR LICENSE

THIS APPLICATION SHALL BE SUBMITTED IN DUPLICATE.

Whoever shall knowingly and wilfully falsify the answers to the following questionnaire shall be deemed guilty of perjury and shall be punished accordingly.

In answering the following questions "APPLICANTS" shall be governed as follows: For a Corporation one officer shall execute this application for all officers, directors and stockholders. For a partnership one of the "APPLICANTS" shall execute this application for all members of the partnership.

EVERY QUESTION MUST BE ANSWERED

1. I, John Mario Vitale as Individual Owner (Individual owner, officer or partner)

for and in behalf of myself

hereby apply for an On Sale Intoxicating Liquor License to be located at 1820 Rice Street, Maplewood, MN, Ramsey County, Minnesota legally described as: Lots 24-34, Block 5, Eisenmenger and Zaspals Lake Park, Subject to Highway.

(Give address and legal description), in the City of

Maplewood, County of Ramsey, State of Minnesota, in accordance with the provisions of Ordinance No. 15 of Maplewood.

2. Give applicants' date of birth:

John Mario Vitale 28 November 1928 (Day) (Month) (Year)

3. The residence for each of the applicants named herein for the past five years is as follows:

John Mario Vitale -- 2548 Glen Oaks, White Bear Lake, MN 55110 1980 - 1981 741 Carla Lane, St. Paul, MN 55109 1965 - 1980

4. Is the applicant a citizen of the United States? Yes

If naturalized state date and place of naturalization

If a corporation or partnership, state citizenship including naturalization of each officer or partner.

5. The person who executes this application shall give wife's or husband's full name and address.

Bette Lou Vitale, 2548 Glen Oaks Ave., White Bear Lake, MN 55110

6. What occupations have applicant and associates in this application followed for the past five years?

Mobile Home Park Owner, Office Building and Shopping Center Owner and Manager, Snowmobile Distributor

Liquor file

080100-78

7. If partnership, state name and address of each partner. Individual Owner

Corporation to be formed after  
If a corporation, date of incorporation approval of liquor license, state in  
which incorporated \_\_\_\_\_, amount of authorized capitalization  
\_\_\_\_\_ amount of paid in capital \_\_\_\_\_,  
if a subsidiary of any other corporation, so state. \_\_\_\_\_

give purpose of corporation \_\_\_\_\_  
name and address of all officers, directors and stockholders and the number of shares held by each:

(Name)	(Address)	(City)
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If incorporated under the laws of another state, is corporation authorized to do business in this State? \_\_\_\_\_ Number of certificate of authority \_\_\_\_\_

If this application is for a new Corporation, include a certified copy of Articles of Incorporation and By-Laws.

8. On what floor is the establishment located, or to be located? ground

9. If operating under a zoning ordinance, how is the location of the building classified? Business and Commercial. Is the building located within the prescribed area for such license?

Yes

10. Is the establishment located near an academy, college, university, church, grade or high school?  
No. State the approximate distance of the establishment from such school or church \_\_\_\_\_

11. State name and address of owner of building John Mario Vitale, 2548 Glen Oaks Avenue, White Bear Lake, MN; has owner of building any connection, directly or indirectly, with applicant? Yes - Same

12. Are the taxes on the above property delinquent? No

13. State whether applicant, or any of his associates in this application, have ever had an application for a Liquor License rejected by any municipality or State authority; if so, give date and details  
No

14. Has the applicant, or any of his associates in this application, during the five years immediately preceding this application ever had a license under the Minnesota Liquor Control Act revoked for any violation of such laws or local ordinances; if so, give date and details. No

15. State whether applicant, or any of his associates in this application, during that past five years were ever convicted of any Liquor Law violations or any crime in this state, or any other state, or under Federal Laws, and if so, give date and details. No

16. Is applicant, or any of his associates in this application, a member of the governing body of the municipality in which this license is to be issued? No. If so, in what capacity?

17. State whether any person other than applicants has any right, title or interest in the furniture, fixtures, or equipment in the premises for which license is applied, and if so, give names and details  
No

18. Have applicants any interest whatsoever, directly or indirectly, in any other liquor establishment in the State of Minnesota? No. Give name and address of such establishment.

19. Furnish the names and addresses of at least three business references, including one bank reference.  
Jack Hillstrom, Maplewood State Bank, White Bear & Beam Aves.,  
Maplewood, MN 55109  
Louis P. Gilbert, 1942 E. Kenwood Dr., St. Paul, MN 55117  
Robert Hall, 7330 - 101st St., White Bear Lake, MN 55110

20. Do you possess a retail dealer's identification card issued by the Liquor Control Commissioner which will expire December 31st of this year? Give number of same. No

21. Does applicant intend to sell intoxicating liquor to other than the consumer? No

22. State whether applicant intends to possess, operate or permit the possession or operation of, on the licensed premises or in any room adjoining the licensed premises, any slot machine, dice, gambling device and apparatus, or permit any gambling therein. No

23. Are the premises now occupied, or to be occupied, by the applicant entirely separate and exclusive from any other business establishment? Yes

24. State trade name to be used Chalet Lounge

25. State name of person that will operate store Ronald James Vitale, Manager

26. Give Federal Retail Liquor Dealer's Tax Stamp Number Pending

27. If off sale license is being applied for, do you intend to deliver liquor by vehicle? N/A. If so, state number of motor vehicle permits issued by Liquor Control Commissioner for current year

28. If you are building a new building for the purposes for which this application is being made, please submit plans and specifications with this application.

29. Financing of the construction of this building will be as follows:

Buying Existing Building on Contract for Deed

30. Furnish a personal financial statement with this application. If a partnership, furnish financial statement of each partner.

31. Give description of type of operation if this is an on-sale license application (i.e. whether cocktail lounge, nite club, restaurant, etc., specifying capacity by number of customers and any other pertinent data). Cocktail Lounge and Restaurant Seating Eighty-Five (85)

32. What previous experience have you had in the operation of the type of business described in the answer to No. 31 above Part owner at one time of the Venetian Inn

33. Applicant, and his associates in this application, will strictly comply with all the laws of the State of Minnesota governing the taxation and the sale of intoxicating liquor; rules and regulations promulgated by the Liquor Control Commissioner; and all ordinances of the municipality; and I hereby certify that I have read the foregoing questions and that the answers to said questions are true of my own knowledge.

John Marie-Vital

(Signature of Applicant)

Subscribed and sworn to before me this

11 day of July, 1968



**THIS APPLICATION MUST BE ACCOMPANIED WITH YOUR CHECK FOR THE FIRST LICENSE PERIOD.**

**REPORT ON APPLICANT OR APPLICANTS BY POLICE DEPARTMENT**

This is to certify that the applicant, or his associates named herein have not been convicted within the past five years for any violation of Laws of the State of Minnesota, or Municipal Ordinances relating to Intoxicating Liquor, except as hereinafter stated.

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**MAPLEWOOD POLICE DEPARTMENT**

Approved by: \_\_\_\_\_  
\_\_\_\_\_ Title.

**REPORT ON PREMISES BY FIRE DEPARTMENT**

This is to certify that the premises herein described have been inspected and that all Laws of the State of Minnesota and Municipal Ordinances relating to Fire Protection have been complied with.

**MAPLEWOOD FIRE DEPARTMENT**

Approved by: \_\_\_\_\_  
\_\_\_\_\_ Title.

To The City of Maplewood:

I, John Mario Vitale, at this present time do not own or have any interest in any establishment with a liquor license in the state of Minnesota or any other state.

*John Mario Vitale*

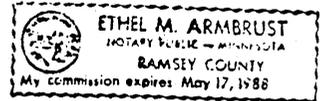
John Mario Vitale

Subscribed and sworn to before me this

15th day of December, 1981

*Ethel M. Armbrust*

Notary Public



No. 18174  
MILLER-DAVIS Co.  
Minneapolis

WHITE—Office Copy  
YELLOW—Buyer's Copy  
GREEN—Seller's Copy  
PINK—Buyer's Receipt

# PURCHASE AGREEMENT

St. Paul ..... Minn. 12/11 - 1981

RECEIVED OF John Vitale

the sum of One Dollar and Other Good and Valuable (\$ 1.00) DOLLARS  
Consideration as earnest money and in part payment for the purchase of property at

(Check Cash to be deposited upon recording in Hennepin State Court)  
1820 Rice Street, Maplewood, Minnesota situated in the

County of Ramsey, State of Minnesota, and legally described as follows, to-wit:

Lots 24 through 34, Block 5, Eisenmenger and Zaspel's Lake Park Addition, P.I.D. # 57-25500-341-05, consisting of one building housing the Chalet Lounge and Restaurant together with the parking lots on the North and South sides of said building including all garden bulbs, plants, shrubs and trees, all storm sash, storm doors, detachable vestibules, screens, awnings, window shades, blinds (including venetian blinds), curtain rods, traverse rods, drapery rods, lighting fixtures and bulbs, plumbing fixtures, hot water tanks and heating plant (with any burners, tanks, stokers and other equipment used in connection therewith), water softener and liquid gas tank and controls (if the property of seller), sump pump, television antenna, incinerator, built-in dishwasher, garbage disposal, ovens, cook top stoves and central air conditioning equipment, if any, used and located on said premises and including also the following personal property:

all of which property the undersigned has this day sold to the buyer for the sum of:

Two Hundred Twenty Thousand & no/100 (\$ 220,000.00) DOLLARS,  
which the buyer agrees to pay in the following manner:

Earnest money herein paid \$ ..... and \$ ..... cash on ..... the date of closing.

by buyer assuming and agreeing to pay according to its terms that certain Contract for Deed dated October 19, 1979, and running from Gary P. Cormican and Susan K. Cormican, as contract vendors, to Claussen, Inc., as contract vendee, covering the above described property. A copy of said contract is attached hereto and made a part hereof. In the event the Contract for Deed balance is less than \$220,000.00 at time of closing, buyer shall not be required to pay to seller the difference between \$220,000.00 and the balance of the contract for deed at closing. (Allocation: \$40,000.00 Land and \$180,000.00 Building).

This Purchase Agreement is contingent upon the Seller obtaining the consent required in that certain Contract for Deed (Paragraph 18) to which said property is subject, dated October 19th, 1979 running from Gary P. Cormican and Susan K. Cormican,

Subject to performance by the buyer the seller agrees to execute and deliver a Quit Claim Deed and Assignment of the (to be joined in by spouse, if any) conveying marketable title to said premises subject only to the following exceptions: vendee's interest in the Contract for Deed

- (a) Building and zoning laws, ordinances, State and Federal regulations.
- (b) Restrictions relating to use or improvement of premises without effective forfeiture provision.
- (c) Reservation of any minerals or mineral rights to the State of Minnesota.
- (d) Utility and drainage easements which do not interfere with present improvements.
- (e) Rights of tenants as follows: (unless specified, not subject to tenancies)

The buyer shall pay the real estate taxes due in the year 1982 and any unpaid installments of special assessments payable therewith and thereafter. Seller warrants that real estate taxes due in the year 1982 will be non homestead (state which) taxes & installments of special assess- (full, partial or non-homestead — state which) which shall be assessed against the property subsequent to the date of purchase.

Seller covenants that buildings, if any, are entirely within the boundary lines of the property and agrees to remove all personal property not included herein and all debris from the premises prior to possession date. SELLER WARRANTS ALL APPLIANCES, HEATING, AIR CONDITIONING, WIRING AND PLUMBING USED AND LOCATED ON SAID PREMISES ARE IN PROPER WORKING ORDER AT DATE OF CLOSING.

The seller further agrees to deliver possession not later than Actual Date of Closing provided that all conditions of this agreement have been complied with. Unless otherwise specified this sale shall be closed on or before 60 days from the date hereof.

In the event this property is destroyed or substantially damaged by fire or any other cause before the closing date, this agreement shall become null and void, at the purchaser's option, and all monies paid hereunder shall be refunded to him.

The Buyer and seller also mutually agree that pro rata adjustments of rents, interest, insurance and city water, and, in the case of income property, current operating expenses, shall be made as of Actual Date of Closing.

The seller shall, within a reasonable time after approval of this agreement, furnish an abstract of title, or a Registered Property Abstract certified to date to include proper searches covering bankruptcies, and State and Federal judgments and liens. The buyer shall be allowed 10 days after receipt thereof for examination of said title and the making of any objections thereto, said objections to be made in writing or deemed to be waived. If any objections are so made the seller shall be allowed 120 days to make such title marketable. Pending correction of title the payments hereunder required shall be postponed, but upon correction of title and within 10 days after written notice to the buyer, the parties shall perform this agreement according to its terms.

If said title is not marketable and is not made so within 120 days from the date of written objections thereto as above provided, this agreement shall be null and void, at option of the buyer, and neither principal shall be liable for damages hereunder to the other principal. All money theretofore paid by the buyer shall be refunded. If the title to said property be found marketable or be so made within said time, and said buyer shall default in any of the agreements and continue in default for a period of 10 days, then and in that case the seller may terminate this contract and on such termination all the payments made upon this contract shall be retained by said seller and said agent, as their respective interests may appear, as liquidated damages, time being of the essence hereof. This provision shall not deprive either party of the right of enforcing the specific performance of this contract provided such contract shall not be terminated as aforesaid, and provided action to enforce such specific performance shall be commenced within six months after such right of action shall arise.

It is understood and agreed that this sale is made subject to the approval by the owner of said premises in writing and that the undersigned buyer is in no manner liable or responsible on account of this agreement, except to return or account for the earnest money paid under this contract.

The delivery of all papers and monies shall be made at the office of: 900 Midland Bank Building  
CHESTNUT & BROOKS P. A. Minneapolis, MN 55401

I, the undersigned, owner of the above land, do hereby approve the above agreement and the sale thereby made.

Roy T. Claussen (SEAL)  
Seller  
Sandra J. Claussen (SEAL)

By John M. Vitale (SEAL)  
Buyer  
I hereby agree to purchase the said property for the price and upon the terms above mentioned, and subject to all conditions herein expressed. (SEAL)

as contract vendors, to Claussen, Inc., as contract vendee, the property legally described as:

Lots 24 through 34, Block 5, Eisenmenger and Zaspel's Lake Park Addition.

This Purchase Agreement is also contingent upon the successful closing of that certain agreement entitled "Agreement for Sale of the Chalet Lounge and Restaurant", hereinafter referred to as the Chalet Sale, which was entered into on December 11, 1981, between Claussen, Inc., as seller and a corporation to be formed under the laws of the State of Minnesota by John M. Vitale, as buyer. The closing of this Purchase Agreement shall take place simultaneously with the closing of the Chalet Sale. In the event the Chalet Sale shall not close, this agreement shall be null and void. Said closing is scheduled to be held on March 1, 1982.

To the best of seller's knowledge, all applicances, heating, air conditioning, wiring and plumbing used and located on said premises are in proper working order at date of closing. Buyer will be given the opportunity to inspect the building and equipment contained therein on the Sunday night prior to closing.

The consideration for this Purchase Agreement is included as part of the \$5,000.00 earnest money paid by the buyer pursuant to the terms of the Agreement for Sale of the Chalet Lounge and Restaurant dated the 11 day of December, 1981.

*Roger T. Claussen*  
*Sandra J. Claussen*  
*John M. Vitale*

1979, by and between Gary J. Cormican, divorced and (re)married and  
Susan K. Cormican, a single individual

parties of the first part, and Claussen, Inc., a Minnesota Corporation.

, part Y of the second part,

Witnesseth, That the said parties of the first part in consideration of the covenants and agreements of said part Y of the second part, hereinafter contained, hereby sell and agree to convey unto said part Y of the second part, its heirs and assigns, by a Deed, accompanied by an abstract evidencing good title in part of the first part at the date hereof, or by an owner's duplicate certificate of title, upon the prompt and full performance by said parties of the second part, of its part of this agreement, the tract of land, lying and being in the County of Ramsey and State of Minnesota, described as follows, to-wit:

Lots 24-34, Block 5, Eisenmenger and Zaspals Lake Park, Subject to Highway

And said part Y of the second part, in consideration of the premises, hereby agree to pay said parties of the first part, at a place designated by them as and for the purchase price of said premises, the sum of Two Hundred Fifty Thousand and no one/hundredths (\$250,000.00) Dollars, in manner and at times following, to-wit: Thirty Thousand (\$30,000.00) Dollars at the

time of execution of this contract, the receipt of which is hereby acknowledged, and the balance of Two Hundred Twenty Thousand (\$220,000.00) Dollars upon terms and conditions as follows: Second party agrees to pay Parties of the First Part One Thousand Seven Hundred Fifty (\$1,750.00) Dollars on or before the 15th day of November, 1979, and One Thousand Seven Hundred Fifty (\$1,750.00) Dollars, on or before the 15th day of each and every month for the succeeding 24 months, and to include interest thereon at the rate of Nine and One-Half (9.5%) percent per annum, computed monthly on the unpaid balance. Commencing on the 25th month after date of closing, Buyer shall pay to Sellers the sum of Two Thousand Five Hundred and No Hundredths (\$2,500.00) Dollars or more per month including interest thereon at the rate of Nine and One-Half (9.5%) percent per annum, computed monthly on the unpaid balance, until the Eighty Five (85th) month, when the entire amount, together with interest thereon shall be due and payable in full.

Buyer shall not have the right of prepayment until two years from and after the date of closing, at which time Buyer has the absolute right to pay part of all the balance in full.

From each monthly payment shall first be deducted the monthly accrued interest, the balance being applied towards the reduction of principal. Interest is to accrue from the date hereon, in addition to the monthly payments provided for above, Party of the Second Part agrees to pay Party of the First Part an amount equal to one-twelfth (1/12) of the annual real estate taxes, special assessments and fire and extended coverage insurance premiums as hereinafter determined.

to be paid by said part Y under the terms hereof, same may be paid by first parties and shall be forthwith payable, with interest thereon, as an additional amount due first parties under this contract

Exhibit "A"

should default be made in the payment of principal or interest due hereunder, or of any part thereof, to be by second part Y paid, or should it fail to pay the taxes or assessments upon said land, premiums upon said insurance, or to perform any or either of the covenants, agreements, terms or conditions herein contained, to be by said second part Y kept or performed, the said part IES of the first part may, at its option, by written notice declare this contract cancelled and terminated, and all rights, title and interest acquired thereunder by said second part Y, shall thereupon cease and terminate, and all improvements made upon the premises, and all payments made hereunder shall belong to said part IES of the first part as liquidated damages for breach of this contract by said second part Y, said notice to be in accordance with the statute in such case made and provided.

Neither the extension of the time of payment of any sum or sums of money to be paid hereunder, nor any waiver by the part IES of the first part its rights to declare this contract forfeited by reason of any breach thereof, shall in any manner affect the right of said part Y to cancel this contract because of defaults subsequently maturing, and no extension of time shall be valid unless evidenced by duly signed instrument. Further, after service of notice and failure to remove, within the period allowed by law, the default thereon specified, said part Y of the second part hereby specifically agrees, upon demand of said part IES of the first part, quietly and peaceably to surrender to its possession of said premises, and every part thereof, it being understood that until such default, said part Y of the second part is to have possession of said premises.

ATTACHED HERETO AND MADE A PART HEREOF ARE ADDITIONAL TERMS OF THIS CONTRACT FOR DEED.

It is Mutually Agreed, By and between the parties hereto, that the time of payment shall be an essential part of this contract; and that all the covenants and agreements herein contained shall run with the land and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

In Testimony Whereof, The parties hereto have hereunto set their hands the day and year first above written.

Gary P. Cormican  
 Gary P. Cormican

Susan K. Cormican  
 Susan K. Cormican

Claussen, Inc., by its officers  
Roger T. Claussen  
Sandra J. Claussen

State of Minnesota, }  
 County of Ramsey

The foregoing instrument was acknowledged before me on  
 19<sup>th</sup> day of October

JONATHAN A. DYBUD  
 NOTARY PUBLIC - MINNESOTA  
 RAMSEY COUNTY  
 COMMISSION EXPIRES JAN. 9, 1985

THIS INSTRUMENT WAS DRAFTED BY  
 Patrick McCullough and Assoc.  
 Parkway Drive (Name)  
 Paul, MN 55106 (Address)

The undersigned, by affixed signature hereto, personally guaranty the terms and obligations it relates to the Buyer  
 19 79 Roger T. Claussen Sandra J. Claussen  
 Roger T. Claussen, Divorced and unmarried, husband and wife  
 Gary P. Cormican, a single individual  
 Susan K. Cormican, a single individual  
 Roger T. Claussen and Sandra J. Claussen, husband and wife  
Jonathan A. Dybud  
 (SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT)  
 Notary Public  
 (TITLE OR NAME)

State of Minnesota, }  
 County of RAMSEY

The foregoing instrument was acknowledged before me this  
 19<sup>th</sup> day of October, 1979, by Roger T. Claussen and Sandra J. Claussen  
 a Minnesota corporation,  
 on behalf of the corporation.

JONATHAN A. DYBUD  
 NOTARY PUBLIC - MINNESOTA  
 RAMSEY COUNTY  
 COMMISSION EXPIRES JAN. 9, 1985

Jonathan A. Dybud  
 Notary Public  
 County, Minn.  
 My Commission Expires 19

ADDITIONAL TERMS TO CONTRACT FOR DEED BETWEEN  
GARY P. CORMICAN AND SUSAN K. CORMICAN, SELLERS  
AND  
CLAUSSEN, INC., BUYERS

1. In addition to the real estate being conveyed herein, Sellers convey therewith, all assets of the business known as The Chalet Lounge, including all fixtures, equipment to remain as viewed, trade name, good will, liquor license and other permits, furnishings, fixtures and all other personal property owned by the Sellers and used in the operation of the business.

2. This sale does not include sellers' bank accounts, cash on hand, accounts receivable or payable which are the property of sellers to date of closing. All rents, utilities, premiums for unearned insurance assumed by buyer, employee wages, and fees for licenses assumed by buyer shall be pro-rated to date of closing. Sellers shall be responsible for the payment of all levied and/or pending real estate assessments to date of closing. Real estate taxes payable in the year 1979 shall be pro-rated to date of closing.

3. An inventory of all saleable merchandise belonging to the sellers shall be taken and paid for in certified funds by buyer at sellers' actual cost. Sellers warrant that said inventory will not exceed \$3,000.00 and said amount shall be paid on or before the date of closing.

4. Sellers agree to assist buyer for a period of two weeks after the date of closing to acquaint buyer with the operation of the business. Said assistance shall be without compensation.

5. Sellers herein warrant that all of the equipment herein being conveyed is in good working order and will be so at time possession is delivered to buyer.

6. Sellers herein warrant that there are no order of repair or notices of violation against the property or operation from the City, County, State or applicable Federal Agency.

7. Sellers herein represent that there are no liens, mortgages or other encumbrances against the property or business operation herein being conveyed except, encumbrances of record.

8. Should sellers fail to make the payments required under said encumbrances, buyer, at its option, may make such payments required and deduct the same from payment required under the Contract for Deed herein.

9. Sellers herein warrant that there are no employees who are under any employment contract. Sellers herein shall be responsible for any benefits which may have accrued to said employees prior to date of closing. Sellers further warrant that all payments of Social Security withholding and unemployment compensation shall be current at time of closing.

10. Sellers herein agree to furnish a complete list of suppliers to Buyer and agent. Sellers further warrant that any amount owing to said suppliers shall be fully paid prior to or at time of closing.

11. All monies received or collected from policies covering loss or damage by fire, lightning or wind shall be deposited in the First Grand Avenue State Bank of St. Paul of the City of Saint Paul, Minnesota, to the credit of the Sellers and Sellers' obligators, and the Buyer, jointly, and said monies shall be expended and used in the following order: (a) for repairing, restoring or reconstructing property lost, (b) for paying to the Sellers any monies over and above the expenditures made under (a) to the amount due Sellers from Buyer, if any there be, under the provisions of this contract which are past due and unpaid, and (c) for paying the surplus if any there be, to Buyer.

12. That Buyer shall keep in force and effect, from the date of closing through the term of the Purchase Contract, public liability insurance covering said property legally described herein, with minimum limits of liability in respect of bodily injury of One Hundred Thousand (\$100,000.00) Dollars for each person and Three Hundred Thousand (\$300,000.00) Dollars for each occurrence, and in respect of property damage, Fifty Thousand (\$50,000.00) Dollars for each occurrence; said insurance to be issued by an insurance company and in a form satisfactory to Sellers; and said insurance to provide that Sellers is a name insured.

13. That Buyer shall keep in full force and effect, at Buyer's expense, liquor liability insurance with minimum limits of Fifty Thousand (\$50,000.00) Dollars; and said insurance to provide that Sellers are named insureds.

14. That Buyer shall promptly pay all claims which shall accrue against the premises for gas, water, sewer and electricity, and real estate taxes and assessments.

15. That Buyer shall keep the premises, building and equipment, plumbing, drains, fixtures, furniture, appliances and machinery in, upon or serving the same, in good condition and repair; provide that Sellers or their agents be permitted to enter upon the premises at all reasonable times to inspect the same for purposes of determining whether Buyer is complying with the provisions of the Purchase Contract; with forty-eight hours (48) notice by Sellers to Buyer.

16. That title to all of said real estate shall be and remain in the Sellers or their transferor until the purchase price, with interest, shall have been paid in full, upon payment of which title shall pass to the Buyer, and the Sellers shall convey a marketable title to said real estate by deed of warranty, accompanied by an abstract of title certified to date of conveyance, showing marketable title in Sellers, free of encumbrances except such as may have been created or permitted to accrue by Buyer.

17. Until final payment of the balance due under this contract, Sellers shall retain a security interest in all personal property, including inventory sold hereunder. The Security Agreement shall be in form approved by counsel for the Sellers. Buyer agrees to execute and deliver at closing the Security Agreement and such Financing Statements as may be necessary to perfect of record the security interest of Sellers.

18. If any licenses, such as Liquor License and other licenses used in the operation of the business are transferred to the Buyer, it is agreed that the Buyer will not sell or transfer its interest in such licenses separate from the transfer of its interest under this contract of sale without Sellers' written consent, nor shall said licenses be transferred to any other location. If, for any reason, this contract is terminated for default on the part of the Buyer, the Buyer agrees to immediately execute and deliver to the Sellers an assignment of its interest in said liquor licenses and other such licenses/<sup>and to take</sup> such steps and perform such acts as may be required to have such licenses reissued in the name of the Sellers alone.

19. LIABILITIES OF BUYER

- A. To pay, before penalty attaches thereto, all real estate taxes on said real estate due and payable in the year 1980, and subsequent years, and special assessments due and payable in 1980, and subsequent years, together with a prorata payment for the real estate taxes due and payable in the year 1979.
- B. To pay all personal property taxes of said business payable in 1980, and to pay all personal property taxes due and payable in subsequent years from and after the date hereof.
- C. Not to use said premises for any other purpose other than the operation of a restaurant and on-sale liquor establishment and for purposes incidental thereto.
- D. To comply in all respects with all ordinances of local governmental authorities and the laws of the State of Minnesota, and of the United States applicable thereto.
- E. To promptly pay all claims which shall accrue against the premises for gas, water, sewer and electricity.
- F. To keep the premises, building and equipment, plumbing, drains, fixtures, furniture, appliances and machinery in, upon, or serving the same, in good repair.
- G. To keep the buildings and the furniture, and fixtures in said premises continuously insured for their full insurable value. Said policies shall be payable to the Sellers and the Buyer as their interests may appear, and duplicates of the policies shall be delivered to the Sellers.
- H. To indemnify and protect the Sellers against any and all claims for wrongful death of persons and for injuries to property occurring in or upon the said premises, or any part thereof, and at Buyer's sole cost and expense to maintain in force public liability insurance (with Sellers as named additional assured therein) indemnifying and protecting both the Sellers and the Buyer against any and all claims for wrongful death of and injury to, persons or property occurring in or upon the premises with limits of not less than One Hundred Thousand (\$100,000.00) Dollars for each accident, and liquor liability insurance with limits of Fifty Thousand (\$50,000.00) Dollars, and to deliver duplicates of all such policies to Sellers.

- I. Not to make any structural changes or alterations in the physical structure of the building without the consent of the Seller in writing. In the event any improvements, additions or alterations are made to or upon the premises with the written consent of the Sellers, the Buyer shall pay for the same, and no obligation to pay any part thereof shall rest upon Sellers, and any such improvements, additions or alterations shall become a part of the real estate, and shall belong to the Sellers, if this contract is terminated for default. Buyer covenants to pay, as they become due, all just claims for labor, skill and materials. For the further protection of Sellers, Buyer covenants, upon request therefore by Sellers, to secure and furnish a bond with surety or sureties thereon satisfactory to Sellers, indemnifying Sellers against all such loss, costs and expenses by reason of statutory or other liens against said premises or said building, for or on account of such labor, skill and materials used in making improvements, alterations or additions. Consent shall not be unreasonably withheld by Sellers.
  - J. To use said property only for the purposes for which the same was designed; that Buyer will not abandon the property; that Buyer will not remove any of the personal property from said premises or otherwise dispose of the same, unless Buyer replaces the removed property with property of equal value; that Buyer will not suffer any injury or damage to the property, wear and careful use alone excepted.
  - K. To pay all expenses incurred by Sellers in enforcing any of the covenants of this contract, including reasonable attorney's fees.
  - L. To permit Seller and its representatives to enter upon said premises at all reasonable times to inspect the same for the purpose of determining whether the Buyer is complying with the provisions of the contract.
  - M. In case Buyer shall default in procuring and paying for insurance, or in paying taxes, assessments or other charges which it is required to pay hereunder Sellers shall have the right to pay for such insurance, taxes, or other charges, and any amounts so paid by Sellers shall, with interest at the rate of Nine and One-Half (9.5%) percent per annum from date of payment become immediately due and payable, and shall be added to the amount due under this contract.
20. TITLE TO ASSETS. Sellers have, or will have, at closing, good and marketable title to all of the assets to be sold and purchased hereunder, subject to no encumbrance, mortgage, conditional sales agreement, security agreement, financing statement, pledge, lien, claim or charge of any nature whatsoever except as hereinbefore set forth.
21. EXISTING LICENSES: APPLICATION FOR TRANSFER OF LICENSES. Said on-sale liquor and restaurant business presently is licensed by the appropriate licensing authorities for the operation of

an on-sale and restaurant business. Sellers shall cooperate and assist Buyer in the preparation of applications for new licenses if so required or applications for the transfer of existing licenses, to the extent reasonably requested by Buyer; provided, however, all expenses incident to the issuance of transfer of such licenses shall not be contributed to or be the responsibility of Sellers.

22. COVENANT NOT TO COMPETE. It is understood by the parties hereto that the success of the business of Sellers is to a substantial extent based upon the personal contacts created and maintained by Sellers. In consideration of the execution and due observance by Buyer of the Additional Terms to Contract for Deed, Sellers jointly and severally hereby specifically covenant and agree that they will not, for a period of five (5) years from and after the date of closing, individually or in concert, enter into or engage in the on-sale liquor or restaurant business within three (3) miles of 1820 Rice Street, Maplewood, Minnesota. Should this Agreement be terminated due to Buyer's default, said restrictive covenant shall be of no further force and effect.

23. ACCOUNTS RECEIVABLE. As an accommodation to Seller, Buyer will collect, in the ordinary course of business the accounts receivable which are attributable to Sellers and are not a part of the sale contemplated hereunder. Sellers shall furnish to Buyer at closing a list of said accounts receivable and the amount due. Any payments by any of the continuing accounts shall be applied first against said accounts receivable, and the monies collected on such continuing or non-continuing accounts shall be remitted to Sellers without any deductions. Buyer without the consent of Sellers shall not compromise or settle for less than the full value of any such account receivable. Buyer shall exert reasonable diligence in collecting such accounts, but shall not incur any liabilities as the result of any failure to collect any such accounts receivable.

24. NOTICES. All notices, offers, requests, and other communications from any of the parties hereto to the others shall be in writing and shall be considered to have been duly given or served if sent by first class certified or registered mail, return receipt requested, postage prepaid, to the party at his or its address set forth below, or to such other address as such party may hereafter designate by written notice to the other parties:

- A. If to Sellers, to D. Patrick McCullough,  
905 Parkway Drive, St. Paul, Minnesota 55106
- B. If to Buyer, to Dennis F. Peck, 1146 Rice Street,  
St. Paul, Minnesota 55117

25. IMPORTANCE OF EACH COVENANT. Each covenant and agreement on the part of one party is understood and agreed to constitute an essential part of the consideration for each covenant and agreement on the part of the other parties.

26. WAIVER OF BREACH. One or more waivers of any covenant, terms or condition of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same covenant, terms or condition. The consent or approval of either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. The failure or delay on the part of either party to enforce or exercise at any time any of the provisions, rights or remedies in this Agreement shall in no way be construed to be a waiver thereof, or the right of the party to thereafter enforce each and every such provision, right or remedy.

27. INVALIDITY. If any part of this Agreement or any part of any provision hereof shall be adjudicated to be void or invalid, then the remaining provisions hereof not specifically so adjudicated to be invalid shall be executed without reference to the part or portion so adjudicated, insofar as such remaining provisions are capable of execution.

28. GOVERNING LAW. This Agreement shall be subject to and governed by the laws of the State of Minnesota, and all questions concerning the meaning and intention of the terms of this Agreement and concerning the validity hereof and questions relating to performance hereunder shall be adjudged and resolved in accordance with the laws of that State, notwithstanding the fact that one or more of the parties now is or may hereafter become a resident of a different State.

29. HEADINGS. The headings of the paragraphs and sub-paragraphs of this Agreement are for convenience of reference only and do not form a part hereof and in no way interpret or contrive such paragraphs and sub-paragraphs.

30. INTERCHANGEABILITY OF WORDS: JOINT AND SEVERAL LIABILITY. Words and pronouns shall be interchangeable with respect to gender, and singular or plural, as the context or application requires. If two or more parties are referred to collectively under one designation, the liability of each shall be joint and several.

31. PARTIES IN INTEREST. This Agreement shall be binding upon and insure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties, and the respective parties and their representatives will execute any and all instruments, releases, assignments, and consents which may reasonably be required in order to carry out the provisions of this agreement.

32. ENTIRE AGREEMENT. This instrument contains the entire agreement of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

33. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall be constituted one and the same instrument.

34.A. ADDITIONS AND AMENDMENTS. Contrary to the provisions in above Contract for Deed, and/or provisions in the ADDENDUM hereto, Buyer has the right to either pay the insurance, Real Estate Taxes and Assessments directly and show proof thereof or pay 1/12th to Sellers each month.

B. To effectuate the provisions in Paragraph 1, herein, Gary P. Cormican is hereby appointed sole and exclusive agent of Susan K. Cormican, for determination of consent relative to additions and/or alterations.



JOHN M. AND BETTE L. VITALE

ST. PAUL, MINNESOTA

FINANCIAL STATEMENTS

November 1, 1981

UNAUDITED

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JOHN M. AND BETTE L. VITALE

BALANCE SHEET

EXHIBIT A

As at November 1, 1981

Unaudited

ASSETS

		<u>Cost Basis</u>	<u>Fair Market Value</u>
Cash - Checking & Savings		\$ 153,000	\$ 153,000
Notes & Contracts Receivable	Schedule - 1	492,000	492,000
Individual Retirement Account			
College Life Insurance Co.		137,000	183,000
Marketable Securities	Schedule - 2	99,525	47,950
Real Estate Owned	Schedule - 3	1,614,500	2,632,000
Business Investments			
Proprietorship			
Hi-Vue Estates	Schedule - 4	(15,000)	661,200
Partnerships			
RD-JV Investment Co.	Schedule - 5	(430,000)	275,500
Other	Schedule - 6	65,000	502,500
Oil and Gas Programs	Schedule - 6	68,600	59,000
Other Assets	Schedule - 6	90,000	90,000
		<u>\$ 2,274,625</u>	<u>\$ 5,096,150</u>
TOTAL ASSETS			

LIABILITIES AND NET WORTH

Liabilities			
Mortgages Payable	Schedule - 7	\$ 856,200	\$ 856,200
Notes Payable	Schedule - 8	12,000	12,000
Income Taxes on Asset Appreciation			120,000
			<u>988,200</u>
TOTAL LIABILITIES		\$ 868,200	\$ 988,200
NET WORTH JOHN M. AND BETTE L. VITALE		<u>1,406,425</u>	<u>4,107,950</u>
TOTAL LIABILITIES AND NET WORTH		<u>\$ 2,276,625</u>	<u>\$ 5,096,150</u>

JOHN M. AND BETTE L. VITALE

SCHEDULE OF NOTES AND CONTRACTS RECEIVABLE

SCHEDULE - 1

As at November 1, 1981

Unaudited

	<u>Cost Basis</u>	<u>Fair Market Value</u>
<u>NEWTON NORDBY AND VIRGEL NORDSTROM</u>		
8% interest - maturing in 1982. Annual amortization of principal and interest is \$5,604.	\$ 15,000	\$ 15,000
<u>DUPONTI FARM</u>		
7½% interest - maturing in 1985. Annual amortization of principal and interest is \$3,257.	14,000	14,000
<u>ROBERT, WILLIAM T. AND THOMAS H. MC KEE</u>		
8% interest - maturing in 1983. Annual amortization of principal and interest is \$1,800.	4,000	4,000
<u>PEPI ENTERPRISES</u>		
8% interest - maturing in 1990. Annual amortization of interest and principal is \$19,800.	90,000	90,000
<u>DESERT HOLIDAY MOTEL</u>		
10% interest - maturing in 2000. Annual amortization of interest and principal is \$44,250.	295,000	295,000
<u>741 CARLA LANE</u>		
12% interest - maturing in 1985. Annual amortization of principal and interest is \$9,900.	80,000	80,000
<u>PHALEN PARK HALL</u>		
14% interest - maturing in 1983. Annual amortization of interest only is \$11,800.	84,000	84,000
TOTAL TO EXHIBIT - A	<u>\$ 492,000</u>	<u>\$ 492,000</u>

JOHN M. AND BETTE L. VITALE  
SCHEDULE OF MARKETABLE SECURITIES

SCHEDULE - 2

As at November 1, 1981

Unaudited

	Shares	Cost Basis	Fair Market Value
Arctic Enterprises, Inc.	13,320	\$ 66,650	\$ 13,300
U. S. Ener-Mark	6,666	10,000	10,000
Landvest	5,000	2,000	2,500
Mag-Con, Inc.	6,100	4,575	4,575
Data Management	1,500	800	1,125
Environmental Technology Corp.	1,700	850	850
Automated Systems	600	1,575	600
A.T.R. Electronics, Inc.	3,100	2,325	3,000
Genetic Lab	1,000	1,250	1,000
Crosstown Enterprise, Inc.	400	400	300
Sievert Mfg.	200	200	200
Vaportech Corp.	1,000	1,000	1,000
Public Serv. Co. of Indiana	100	2,400	2,600
J. C. Penney Co.	110	2,600	2,800
St. Jude Medical, Inc.	200	2,900	4,100
TOTAL TO EXHIBIT - A		\$ 99,525	\$ 47,950

JOHN M. AND BETTE L. VITALE  
SCHEDULE OF REAL ESTATE OWNED

SCHEDULE - 3

As at November 1, 1981

Unaudited

	<u>Cost Basis</u>	<u>Fair Market Value</u>
2548 Glen Oaks Ave., White Bear Lake, MN Personal Residence	\$ 180,000	\$ 180,000
75 Little Canada Road, St. Paul, MN Car Wash - Rental Property	63,100	140,000
2903 Alta Loma, Palm Springs, California Personal Residence	185,000	195,000
2950 Centerville Road, White Bear Lake, Minnesota, Rental Property	63,400	300,000
25 W. Little Canada Road, St. Paul, MN Office Bldg. - Rental Property	475,000	750,000
Little Canada Road - Land 2 1/2 Acres of Undeveloped Land	45,000	100,000
1 East Little Canada Road, St. Paul, MN Rental Property	490,000	650,000
1 County Road "E" & Labore Avenue - 5 Acres of Undeveloped Land	57,000	242,000
1755 Avenida Valdez, Palm Springs, California	56,000	75,000
TOTAL TO EXHIBIT - A	<u>\$1,614,500</u>	<u>\$2,632,000</u>

917 - Represents 50% Interest

JOHN M. AND BETTE L. VITALE

SCHEDULE OF HI-VUE ESTATES

SCHEDULE - 4

A PROPRIETORSHIP

As at November 1, 1981

Unaudited

	<u>Fair Market Value</u>	<u>Liabilities</u>	<u>Net Fair Market Value</u>
Cash	\$ 8,000	\$	\$ 8,000
Accounts Receivable	1,500		1,500
Prepaid Expenses	12,200		12,200
Land and Buildings	1,000,000	430,000	570,000
Equipment, Trailers & Truck	75,000	3,500	71,500
Accounts Payable		2,000	(2,000)
TOTAL TO EXHIBIT - A	<u>\$ 1,096,700</u>	<u>\$ 435,500</u>	<u>\$ 661,200</u>

JOHN M. AND BETTE L. VITALE

SCHEDULE OF RD-JV INVESTMENT COMPANY

SCHEDULE - 5

A PARTNERSHIP

As at November 1, 1981

Unaudited

	<u>Fair Market Value</u>	<u>Liabilities</u>	<u>Net Fair Market Value</u>
Cash	\$ 3,000		\$ 3,000
Contract for Deed Receivable	205,000		205,000
Real Estate			
Keller Parkway	80,000		100,000
Acapulco, Mexico	30,000		30,000
Limited Partnerships			
Cedar Riverside	150,000		150,000
Shamrock Court Apartments	63,000		63,000
 TOTAL	 <u>\$ 531,000</u>	 <u>-0-</u>	 <u>\$ 551,000</u>
 50% INTEREST TO EXHIBIT - A			 <u>\$ 275,500</u>

SCHEDULE OF OTHER PARTNERSHIPS

As at November 1, 1981

Unaudited

	<u>Fair Market Value</u>	<u>Liabilities</u>	<u>Net Fair Market Value</u>	<u>Percent Owned</u>	<u>Vitale Fair Market Value</u>
North Star Estates	\$2,150,000	\$340,000	\$1,810,000	25.0%	\$ 452,500
Arden Hills Land Development	450,000		400,000	12.5%	50,000
 TOTAL TO EXHIBIT - A					 <u>\$ 502,500</u>

JOHN M. AND BETTE L. VITALE  
SCHEDULE OF OIL AND GAS PROGRAMS

SCHEDULE - 6

As at November 1, 1981

Unaudited

	<u>Cost Basis</u>	<u>Fair Market Value</u>
Centura Petroleum Fund 76	\$ 8,700	\$ 14,000
Centura Petroleum Fund 77	15,000	9,000
Vince Allen Alpha 76 Program, Ltd.	19,900	22,000
Vince Allen Beta 77	<u>25,000</u>	<u>14,000</u>
TOTAL TO EXHIBIT - A	<u>\$ 68,600</u>	<u>\$ 59,000</u>

SCHEDULE OF OTHER ASSETS

As at November 1, 1981

Unaudited

	<u>Cost Basis</u>	<u>Fair Market Value</u>
Personal Property	\$ 60,000	\$ 60,000
Automobile	25,000	25,000
Office Furniture	<u>5,000</u>	<u>5,000</u>
TOTAL TO EXHIBIT - A	<u>\$ 90,000</u>	<u>\$ 90,000</u>

## JOHN M. AND BETTE L. VITALE

SCHEDULE OF MORTGAGES PAYABLESCHEDULE - 7

As at November 1, 1981

Unaudited

<u>Payable To</u>	<u>Collateral</u>	<u>Cost Basis</u>	<u>Fair Market Value</u>
<u>The First National Bank of St. Paul</u> 8% interest - maturing in 1988. Annual amortization of principal and interest is \$5,060.	Real Estate - 75 W. Little Canada Rd. St. Paul, Minnesota	\$ 24,000	\$ 24,000
<u>Wisconsin Life Insurance Company</u> 10% interest - maturing in 2004. Annual amortization of principal and interest is \$28,900.	Real Estate - 93 W. Little Canada Rd. St. Paul, Minnesota	257,100	257,100
<u>Wisconsin Life Insurance Company</u> 10-3/4% interest - maturing in 1984. Annual amortization of principal and interest is \$18,200.	Real Estate - 93 W. Little Canada Rd. St. Paul, Minnesota	35,000	35,000
<u>Security Pacific Bank</u> 8-3/4% interest - maturing in 2006. Annual amortization of principal and interest is \$4,728.	Real Estate - 2903 Alta Loma Palm Springs, Calif.	46,000	46,000
<u>First Crest Mac-America State Bank</u> 8-3/4% interest - maturing in 2000. Annual amortization of principal and interest is \$42,420.	Real Estate - 1 E. Little Canada Rd. St. Paul, Minnesota	384,500	384,500
<u>First Federal Savings &amp; Loan of Minneapolis</u> 12% interest - maturing in 2025. Annual amortization of principal and interest is \$12,300.	Real Estate - 2548 Glen Oaks Avenue White Bear Lake, MN	99,600	99,600
<u>Clarence Bibeau</u> 8% interest - maturing in 1981. Annual amortization of principal and interest is \$12,500.	Real Estate - 5 Acres Co. Rd. "E" & Labore Rd. St. Paul, Minnesota	10,000	10,000
<b>TOTAL TO EXHIBIT - A</b>		<u>\$ 856,200</u>	<u>\$ 856,200</u>

JOHN M. AND BETTE L. VITALE

SCHEDULE OF NOTES PAYABLE

SCHEDULE - 8

As at November 1, 1981

Unaudited

<u>Payable To</u>	<u>Collateral</u>	<u>Interest Rate</u>	<u>Cost Basis</u>	<u>Fair Market Value</u>
The First National Bank of St. Paul	Stocks	8.9%	\$ 12,000	\$12,000
TOTAL TO EXHIBIT - A				<u>\$12,000</u>

## JOHN M. AND BETTE L. VITALE

SCHEDULE OF ANNUAL INCOMESCHEDULE - 9

As at November 1, 1981

Unaudited

## Contracts Receivable

741 Carla Lane	\$ 9,900
Nordby and Nordstrom	5,600
Duponti Farm	3,300
McKee	1,800
Phalen Park Hall	11,800
Pepi Enterprises	19,800
Desert Holiday Motel	44,200

## Partnership

North Star Estates	25,000
--------------------	--------

## Rental

75 W. Little Canada Rd., St. Paul	12,000
5950 Centerville Rd., White Bear Lake	2,400
93 W. Little Canada Rd., St. Paul	96,000
1 E. Little Canada Rd., St. Paul	72,000

TOTAL ANNUAL INCOME

\$ 303,800

I01009 I01009 FEB 03 1982 07:22:57 02/0

QHM PWD/837.ORI/MNO6204T1.  
NAM/VITLALE, JOHN MARIO  
DOB/112828.SEX/M.RAC/W.PUR/E 21 MAPLEWOOD PD  
RRB/ SCHALLER, RICHARD CHIEF

NO CHRI EXISTS OR IS NONDISCLOSEABLE.



CITY OF  
MAPLEWOOD

1380 FROST AVENUE    MAPLEWOOD, MINNESOTA 55109

770-4530

DEPARTMENT OF PUBLIC SAFETY — OFFICE OF CHIEF OF POLICE

February 2, 1982

Ramsey County Sheriff's Office  
3401 North Rice Street  
St. Paul, Minnesota 55112

Gentlemen:

It would be greatly appreciated if you would check your records for the following name:

John Mario Vitale  
DOB 11-28-28

Current - 2548 Glen Oaks  
White Bear Lake, MN 55110

Prior - 741 Carla Lane  
St. Paul, MN 55109

Thank you for your attention to this matter.

Very truly yours,

R. W. Schaller, Chief of Police  
Maplewood Police Department

RWS:js

cc Liquor File ✓  
City Clerk  
82-001080



CITY OF  
MAPLEWOOD

1380 FROST AVENUE      MAPLEWOOD, MINNESOTA 55109

770-4530

DEPARTMENT OF PUBLIC SAFETY — OFFICE OF CHIEF OF POLICE

February 2, 1982

Chief Peter Korolchuk  
White Bear Lake Police Department  
250 Miller  
White Bear Lake, MN 55110

Dear Chief Korolchuk:

It would be greatly appreciated if you would check your records for the following name:

John Mario Vitale  
DOB 11-28-28

Current - 2548 Glen Oaks  
White Bear Lake, MN 55110

Prior - 741 Carla Lane  
St. Paul, MN 55109

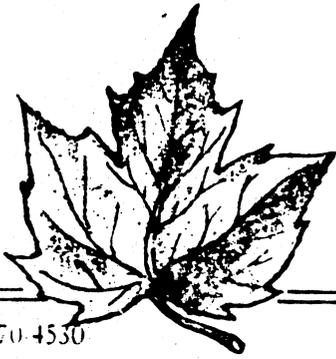
Thank you for your attention to this matter.

Very truly yours,

R. W. Schaller, Chief of Police  
Maplewood Police Department

RWS:js

cc Liquor File  
City Clerk  
82-001080



CITY OF  
MAPLEWOOD

880 FROST AVENUE      MAPLEWOOD, MINNESOTA 55109

770-4530

DEPARTMENT OF PUBLIC SAFETY — OFFICE OF CHIEF OF POLICE

February 2, 1982

Department of Public Safety  
State of Minnesota  
Liquor Control Division  
480 Cedar Street  
St. Paul, Minnesota 55101

Gentlemen:

It would be greatly appreciated if you would check your records for the following name:

John Mario Vitale  
DOB 11-28-28

Current - 2548 Glen Oaks  
White Bear Lake, MN 55110

Prior - 741 Carla Lane  
St. Paul, MN 55109

Thank you for your attention to this matter.

Very truly yours,

R. W. Schaller, Chief of Police  
Maplewood Police Department

RWS:js

cc Liquor File  
City Clerk  
82-001080



1. TIME PHONED R.C.

CITY OF MAPLEWOOD

SUPPLEMENTARY

POLICE DEPARTMENT

2. CN #

82001080

3. DAY MO. DATE YEAR

4. TIME

5. DISTRICT

6. SQUAD OR UNIT

7. OFFENSE ORIGINALLY REPORTED

8. OFFENSE CHANGED TO

9. OFFENSE RECLASSIFIED

10. TIME AND DATE OF THIS REPORT

11. MULTIPLE CLEAR UP

YES  NO

12. ADDITIONAL PROPERTY TAKEN IN ORIGINAL OFFENSE

13. VALUE

14. DESCRIBE ARTICLES RECOVERED

DISPOSITION

RECORDS

CRIME LAB LOCKER

15. VALUE

CRIME LAB

PROPERTY ROOM

16. NARRATIVE: SHOW CASE DEVELOPMENTS SINCE LAST REPORT. DESCRIBE PROPERTY RECOVERED AND VALUE. GIVE NAMES AND ARREST NUMBERS OF PERSONS ARRESTED. IF OFFENSE CLASS CHANGED, EXPLAIN WHY. IF MULTIPLE CLEAR UP LIST ALL ORIGINAL C.N.

IF ARREST

ARREST NUMBER

LAST NAME

FIRST

MIDDLE

ADDRESS

D.O.B.

AGE

SEX

PHONE

Vitale

John

Maxim

11-28-28

483 0831

① The State Liquor Comm. 296-6159 has no record of a John Maxim Vitale DOB 11-28-28 holding a liq. license in the state.

② The business place Peppino 1 Little Canada Rd has a liq. license in the name of Joseph Vitale only.

③ Etelen Park Hall is a rental hall & is not license with the city of St Paul.

④ The name Ronald James Vitale DOB 3-31-53 550 W. Goodland #306 is shown on the application as the manager. Ronald is a son to John & has no criminal history.

⑤ According to Jeffrey Vitale a son to John Vitale, The Desert Holiday

17. FURTHER ACTION AND REPORT REQUIRED

YES

NO

18. STATUS

CLEARED BY ARREST

NOT CLEARED

UNFOUNDED

EXCEPTIONAL CLEARANCE

19. REPORTING OFFICER

Green

BADGE

30

REPORTING OFFICER

BADGE

TYPIST

SUPERVISOR

Dinn is located in Hot Springs Calif. There is no  
lig. license connected with the motel. Jeffrey stated that  
he is part owner in the motel & knows for a fact  
that there is no lig. license.

John Vitale is out of town & won't be back until  
Feb 15, 1982.

I couldn't find any criminal history on John Vitale

Page 30

MAPLEWOOD POLICE DEPARTMENT  
SUPPLEMENTARY REPORT

CASE CONTROL NO.  
82-001080

DATE REPORTED	TIME REPORTED	OFFENSE ORIGINALLY REPORTED Application for lig. license		
OFFENSE CHANGED TO		COMPLAINANT/VICTIM John Vitale	ADDRESS	
REPORTING OFFICER Sgt N. Green	BADGE # 30	SQUAD 9907	MULT. CLEARANCE YES ___ NO ___	FURTHER ACTION/REPORT REQ. YES ___ NO ___
STATUS CLEARED BY ARREST ___ NOT CLEARED ___ UNFOUNDED ___ EXCEPTIONAL CLEARANCE ___				

NARRATIVE: SHOW CASE DEVELOPMENTS SINCE LAST REPORT. IF PROPERTY, EVIDENCE OR WITNESS IDENTIFIED, USE PAGE 2 OFFENSE/ INCIDENT REPORT. IF SOMEONE IS ARRESTED, USE ARREST/CITATION REPORT. IF OFFENSE CHANGED, EXPLAIN WHY. IF MULTIPLE CLEARANCE, LIST ALL ORIGINAL CASE NUMBERS.

2-17-82 1300 hrs. Dep Sheriff Jameson from the River Side Co. Sheriff Office Calif. called and stated that John Vitale has no criminal record nor does he hold a lig. license with the State of Calif.

Sgt Green 30

CASE CONTROL NO.  
82-001080

F 3

March 12, 1982

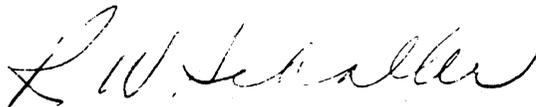
STAFF REPORT

To: City Manager Barry Evans  
From: Chief of Police R. W. Schaller  
Subject: Liquor License Application of Roger Thomas Claussen for Claussen, Inc., dba Stagecoach Lounge & Restaurant, 2280 Maplewood Drive

Mr. Claussen desires to operate an on-sale liquor license at the present Eddie Arnold's Chicken Shack location, 2280 Maplewood Drive (Keller Lake Shopping Center). He has sold his business premises on Rice Street to Mr. John Vitale, and Mr. Vitale has taken a new license for that location.

There is no license at present for Eddie Arnold's Chicken Shack, so any license for that location will be a new license. This, it appears, will also be our license number 18 and, according to law, appears to be the final license we can issue if it is issued.

Our cursory background of Mr. Claussen reveals nothing to preclude his obtaining a license.



RWS:js

cc 82-002221  
Deputy Chief Hagen  
City Clerk  
Liquor File

SEARCHED \_\_\_\_\_  
SERIALIZED \_\_\_\_\_  
INDEXED \_\_\_\_\_  
FILED \_\_\_\_\_

CITY OF MAPLEWOOD

APPLICATION FOR INTOXICATING LIQUOR LICENSE

THIS APPLICATION SHALL BE SUBMITTED IN DUPLICATE.

Whoever shall knowingly and wilfully falsify the answers to the following questionnaire shall be deemed guilty of perjury and shall be punished accordingly.

In answering the following questions "APPLICANTS" shall be governed as follows: For a Corporation one officer shall execute this application for all officers, directors and stockholders. For a partnership one of the "APPLICANTS" shall execute this application for all members of the partnership.

EVERY QUESTION MUST BE ANSWERED

1. I, Roger T. Claussen as President (Individual owner, officer or partner)

for and in behalf of Claussen Inc.

hereby apply for an On Sale Intoxicating Liquor License to be located at 2280 Maplewood Drive, Maplewood Minn.

2280 Maplewood Drive, legal to follow, in the City of (Give address and legal description)

Maplewood, County of Ramsey, State of Minnesota, in accordance with the provisions of Ordinance No. 95 of Maplewood.

2. Give applicants' date of birth:

Roger T. Claussen 18 May 1944 (Day) (Month) (Year)
Sandra J. Claussen 29 June 1949

3. The residence for each of the applicants named herein for the past five years is as follows:

430 Belmont Lane Maplewood, Minn. 55117 (present)
1997 Clark St. Maplewood, Minn. 55117
2019 Arkwright St. Maplewood, Minn. 55117

4. Is the applicant a citizen of the United States? Yes

If naturalized state date and place of naturalization

If a corporation or partnership, state citizenship including naturalization of each officer or partner.

Roger T. Claussen.....citizen
Sandra J. Claussen.....citizen

5. The person who executes this application shall give wife's or husband's full name and address.

Sandra J. Claussen 430 Belmont Lane, Maplewood, Minn. 55117

6. What occupations have applicant and associates in this application followed for the past five years?

Roger T. Claussen -----salesman and bartender
Sandra J. Claussen-----housewife and waitress

Liquor File

7. If partnership, state name and address of each partner.

If a corporation, date of incorporation 28th of February 1980, state in which incorporated Minnesota, amount of authorized capitalization \$20,00000 amount of paid in capital \$1,000.00

if a subsidiary of any other corporation, so state N/A

give purpose of corporation General

name and address of all officers, directors and stockholders and the number of shares held by each:

Roger T. Claussen 430 Belmont Lane Maplewood, Minn  
(Name) (Address) (City)

Sandra J. Claussen 430 Belmont Lane Maplewood, Minn

If incorporated under the laws of another state, is corporation authorized to do business in this State? N/A. Number of certificate of authority \_\_\_\_\_

If this application is for a new Corporation, include a certified copy of Articles of Incorporation and By-Laws.

8. On what floor is the establishment located, or to be located? Main Floor

9. If operating under a zoning ordinance, how is the location of the building classified? Business Commerical. Is the building located within the prescribed area for such license? Yes

10. Is the establishment located near an academy, college, university, church, grade or high school? No. State the approximate distance of the establishment from such school or church \_\_\_\_\_

11. State name and address of owner of building Warner True Value Hardware 1570 Hwy 101 Shakopee, 55379; has owner of building any connection, directly or indirectly, with applicant? Only that I will be paying him rent.

12. Are the taxes on the above property delinquent? No

13. State whether applicant, or any of his associates in this application, have ever had an application for a Liquor License rejected by any municipality or State authority; if so, give date and details None

14. Has the applicant, or any of his associates in this application, during the five years immediately preceding this application ever had a license under the Minnesota Liquor Control Act revoked for any violation of such laws or local ordinances; if so, give date and details. No

15. State whether applicant, or any of his associates in this application, during that past five years were ever convicted of any Liquor Law violations or any crime in this state, or any other state, or under Federal Laws, and if so, give date and details None
16. Is applicant, or any of his associates in this application, a member of the governing body of the municipality in which this license is to be issued? No If so, in what capacity?
17. State whether any person other than applicants has any right, title or interest in the furniture, fixtures, or equipment in the premises for which license is applied, and if so, give names and details  
Some items will be financed on a loan from the New branch of Western St. Bank McCarron Hills Branch in Maplewood.
18. Have applicants any interest whatsoever, directly or indirectly, in any other liquor establishment in the State of Minnesota? Yes Give name and address of such establishment Chalet Lounge 1820 Rice St. Maplewood, Minn.
19. Furnish the names and addresses of at least three business references, including one bank reference Western St. Bank 663 University Av. St. Paul, Minn.  
Bounds Park Quick-Stop 243 Point Douglas Rd. St. Paul, Minn.  
G. & R. Rebuilding 460 No. Prior, St. Paul, Minn.
20. Do you possess a retail dealer's identification card issued by the Liquor Control Commissioner which will expire December 31st of this year? Give number of same 2114
21. Does applicant intend to sell intoxicating liquor to other than the consumer? No
22. State whether applicant intends to possess, operate or permit the possession or operation of, on the licensed premises or in any room adjoining the licensed premises, any slot machine, dice, gambling device and apparatus, or permit any gambling therein No
23. Are the premises now occupied, or to be occupied, by the applicant entirely separate and exclusive from any other business establishment? Yes
24. State trade name to be used Stagecoach Lounge and Restaurant
25. State name of person that will operate store Roger T. & Sandra J. Claussen
26. Give Federal Retail Liquor Dealer's Tax Stamp Number 41-1367970

27. If off sale license is being applied for, do you intend to deliver liquor by vehicle? N/A. If so, state number of motor vehicle permits issued by Liquor Control Commissioner for current year

28. If you are building a new building for the purposes for which this application is being made, please submit plans and specifications with this application. NONE

29. Financing of the construction of this building will be as follows: N/A

30. Furnish a personal financial statement with this application. If a partnership, furnish financial statement of each partner.

31. Give description of type of operation if this is an on-sale license application (i.e. whether cocktail lounge, nite club, restaurant, etc., specifying capacity by number of customers and any other pertinent data). on sale liquor, beer and wine; short order food, hall rentals, catering. Seating capacity in lounge and eating area 150. Hall rental or dance area 400.

32. What previous experience have you had in the operation of the type of business described in the answer to No. 31 above have owned and operated Chalet Lounge 1820 Rice St. since October 19, 1979

33. Applicant, and his associates in this application, will strictly comply with all the laws of the State of Minnesota governing the taxation and the sale of intoxicating liquor; rules and regulations promulgated by the Liquor Control Commissioner; and all ordinances of the municipality; and I hereby certify that I have read the foregoing questions and that the answers to said questions are true of my own knowledge.

Roger T. Carlson

(Signature of Applicant)

Subscribed and sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

**THIS APPLICATION MUST BE ACCOMPANIED WITH YOUR CHECK FOR THE FIRST LICENSE PERIOD.**

27. If off sale license is being applied for, do you intend to deliver liquor by vehicle? N/A. If so, state number of motor vehicle permits issued by Liquor Control Commissioner for current year

28. If you are building a new building for the purposes for which this application is being made, please submit plans and specifications with this application. NONE

29. Financing of the construction of this building will be as follows: N/A

30. Furnish a personal financial statement with this application. If a partnership, furnish financial statement of each partner.

31. Give description of type of operation if this is an on-sale license application (i.e. whether cocktail lounge, nite club, restaurant, etc., specifying capacity by number of customers and any other pertinent data) on sale liquor, beer and wine; short order food, hall rentals, catering. Seating capacity in lounge and eating area 150. Hall rental or dance area 400.

32. What previous experience have you had in the operation of the type of business described in the answer to No. 31 above Have owned and operated Chalet Lounge 1820 Rice St. since October 19, 1979

33. Applicant, and his associates in this application, will strictly comply with all the laws of the State of Minnesota governing the taxation and the sale of intoxicating liquor; rules and regulations promulgated by the Liquor Control Commissioner; and all ordinances of the municipality; and I hereby certify that I have read the foregoing questions and that the answers to said questions are true of my own knowledge.

Roger T. ...

(Signature of Applicant)

Subscribed and sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

**THIS APPLICATION MUST BE ACCOMPANIED WITH YOUR CHECK FOR THE FIRST LICENSE PERIOD.**

**REPORT ON APPLICANT OR APPLICANTS BY POLICE DEPARTMENT**

This is to certify that the applicant, or his associates named herein have not been convicted within the past five years for any violation of Laws of the State of Minnesota, or Municipal Ordinances relating to Intoxicating Liquor, except as hereinafter stated.

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**MAPLEWOOD POLICE DEPARTMENT**

Approved by: \_\_\_\_\_  
\_\_\_\_\_ Title.

**REPORT ON PREMISES BY FIRE DEPARTMENT**

This is to certify that the premises herein described have been inspected and that all Laws of the State of Minnesota and Municipal Ordinances relating to Fire Protection have been complied with.

**MAPLEWOOD FIRE DEPARTMENT**

Approved by: \_\_\_\_\_  
\_\_\_\_\_ Title.

CLIFFORD NIMIS  
PUBLIC ACCOUNTANT  
1485 GLENHILL ROAD  
ST. PAUL, MINNESOTA 55112  

---

PHONE 612-633-4028

September 12, 1981

The accompanying balance sheet of Claussen Inc. as of June 30, 1981, and the related statements of income for the period ended have been compiled by me.

A compilation is limited to presenting in the form of financial statements information that is the representation of owners. I have not audited nor reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

*Clifford Nimis*  
Clifford Nimis

CLAUSSEN INC.  
BALANCE SHEET  
6-30-81

ASSETS

Cash		1,218.03
Inventory		8,069.97
Equipment	58,610.75	
Reserve for Depreciation	<u>16,349.27</u>	12,261.48
Improvement	653.27	
Accumulated Amortization	<u>43.52</u>	609.75
Licenses		<u>10,000.00</u>
TOTAL ASSETS		<u>62,159.23</u>

LIABILITIES & NET WORTH

Accounts Payable	7,408.10
Notes Payable	52,708.30
Loans from Stockholder	17,786.05
Capital Stock	1,000.00
Earned Deficit	<u>(16,743.22)</u>
TOTAL LIABILITIES & NET WORTH	<u>62,159.23</u>

See Compilation Report

CLAUSSEN INC.  
 PROFIT & LOSS STATEMENT  
 7-1-80 THRU 6-30-81

Revenue		201,263.23
Cost of Goods Sold		<u>80,327.82</u>
Gross Operating Income		120,935.41
Rental Income		21,728.76
Vending Income		<u>10,219.05</u>
Total Gross Income		152,883.22
Gen. & Admin. Expense		
Supplies	1,819.65	
Wages	29,918.24	
Payroll Tax	2,597.22	
Maintenance	9,826.00	
Advertising	17,637.56	
Utilities	8,438.51	
Professional Fees	1,590.00	
Laundry	792.54	
Insurance	7,692.78	
License	3,934.75	
Music	10,255.75	
Office Supplies	46.85	
Rubbish	990.00	
Bank Charges	195.18	
Rent	31,200.00	
Real Estate Tax	4,561.19	
Equipment Rental	58.25	
State Income Tax	.100.00	
Interest	5,008.92	
Depreciation	9,598.65	
Amortization	<u>43.52</u>	
Total Expenses		<u>116,305.56</u>
Net Income		6,577.66

See Compilation Report

J-1

MEMORANDUM

TO: City Manager  
FROM: Assistant City Engineer  
DATE: March 8, 1982  
SUBJECT: Holloway Avenue - Sterling Street  
Joint Powers Improvement  
Project No. 81-12

Submitted herewith is the Engineering Feasibility Report for the above referenced project. This is a Joint Powers Improvement between the cities of North St. Paul and Maplewood and Ramsey County. The City of North St. Paul will be conducting a Public Hearing for their affected residents on April 12, 1982 and Ramsey County Engineer will be presenting the report to the County Commissioner after the Maplewood Public Hearing. We are therefore recommending that the Maplewood City Council establish a date for Public Hearing on April 15, 1982 during their regular meeting.

RESOLUTION  
ACCEPTING REPORT AND CALLING FOR PUBLIC HEARING

WHEREAS, the City Engineer for the City of Maplewood has been authorized and directed to prepare a report with reference to the improvement of Holloway Avenue and Sterling Street by construction of street, storm sewer, sanitary sewer, watermain and appurtenances, and

WHEREAS, the said City Engineer has prepared the aforesaid report for the improvements herein described:

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

1. The report of the City Engineer advising this Council that the proposed improvement on Holloway Avenue and Sterling Street by construction of street, storm sewer, sanitary sewer, watermain and appurtenances is feasible and should best be made as proposed, is hereby received.
2. The Council will consider the aforesaid improvement in accordance with the reports and the assessment of benefited property for all or a portion of the cost of the improvement according to M.S.S. Chapter 429, at an estimated total cost of the improvement of \$1,867,174.00.
3. A public hearing will be held in the Council Chambers of the City Hall at 1380 Frost Avenue on Thursday, the 15th day of April, 1982, at 7:00 p.m. to consider said improvement. The City Clerk shall give mailed and published notice of such hearing and improvement as required by law.

J-2

GINKEL & GALLAGHER  
ATTORNEYS AT LAW  
1210 COMMERCE BUILDING  
ST. PAUL, MINN. 55101

ROGER L. GINKEL  
PATRICK J. GALLAGHER

PHONE  
(612) 224-4741

March 11, 1982

City of Maplewood  
Attn: Lucille Aurelius  
1380 Front Ave.  
Maplewood, Minn., 55109

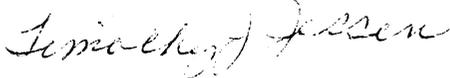
Re: White Bear Avenue - 11th Avenue  
Herb Schouveller

Dear Lucille:

I am requesting that you reserve a place on the agenda for the next Maplewood City Council Meeting on March 18, 1982 for a presentation to be made by Mr. Schouveller and myself concerning the proposed cash connection charges to be made against the above referenced property. It is our position that Mr. Schouveller's property does not front on 11th Avenue and that it does not receive any benefit from the sewer and water improvements on 11th Avenue, and therefore his property should not be assessed these cash connection charges.

I would appreciate receiving a verification of our place on the Council Meeting Agenda as well as the time and location of the meeting.

Sincerely



Timothy J. Jessen

TJJ:DR

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

J-3

MEMORANDUM

TO: City Manager  
FROM: Director of Community Development  
SUBJECT: Code Amendment: Definition of Family  
APPLICANT: Department of Community Development  
DATE: January 21, 1982

Action by Council  
Endorsed  
Modified  
Referred  
Table

Request

1. To amend the definition of "family" to limit the number of nonrelated members.
2. To establish definitions for rooming and boarding houses.

Reasons for Change

A Councilman and at least one Planning Commissioner have noted a concern by residents with an increase in nonrelated residents in single-dwellings. Time Magazine reports a national trend involving unrelated buyers who double up to beat the high costs of homeownership. This sharing may be done by singles, couples, or senior citizens. Houses in some part of the country are being specifically built for these situations, with identically sized master bedrooms at opposite ends of the house.

Objectives of the Amendment

1. To preserve the quiet, family-oriented character of neighborhoods.
2. To limit the problems of parking, traffic, congestion, and overcrowding in neighborhoods.
3. To allow a reasonable number of nonrelated individuals to live as a single housekeeping unit.
4. To allow a reasonable number of nonrelated individuals to reside as roomers with a family of related persons.

CONCLUSION

Analysis

To limit the number of nonrelated persons permitted to reside together in a single dwelling zoning district, two issues should be addressed:

- a. The number of nonrelated persons that should be permitted to reside together as sole occupants of a single housekeeping unit.
- b. The number of nonrelated individuals that should be permitted to reside as roomers with a family of related individuals.

A related issue - the number of unrelated individuals necessary for status as a rooming or boarding house, should also be addressed.

#### Nonrelated Persons as Sole Occupants of a Dwelling Unit

When nonrelated individuals are the sole occupants of a dwelling unit, a limit of five persons should be established. This policy would be consistent with nine of twenty-one metropolitan communities surveyed (attached), the uniform building code definition of family (Reference Information - Other Agencies), and the average size of a Maplewood family plus two nonrelated roomers, as discussed below.

#### Related Households and Nonrelated Roomers

All households of related persons, no matter how large, should be permitted to "take in" a reasonable number of nonrelated roomers. Limiting the number to two would be consistent with the requirements of nine of twenty-one surveyed metropolitan area communities (attachment), and Maplewood's definition of rooming house, as defined in the Rental Housing Maintenance Code.

#### Household of Two Related Persons and Nonrelated Roomers

Limiting two related persons to two roomers would be unfair if five unrelated individuals were to be permitted as a single housekeeping unit. For consistency, a household of two related persons should be permitted to "take in" up to three nonrelated roomers.

#### Definition of Rooming and Boarding House

The Rental Housing Maintenance Code classifies a residence as a rooming house if a room or rooms are rented to three or more persons unrelated to the owner/operator. The zoning code presently does not define rooming or boarding house, but does restrict them to Multiple Residence and Business-Commercial zoning districts.

To avoid any possible code interpretation problems, particularly for the single person or two related person household wishing to "take in" roomers, zoning code definitions of rooming and boarding house should be established consistent with the proposed definition of family. Second, the Rental Housing Maintenance Code definition of rooming house should be replaced by a reference to the zoning code definition.

#### Recommendation

- I. Approval of the enclosed Zoning Ordinance Amendment redefining family and adding definitions for rooming and boarding houses. (Requires at least four votes for approval.)
- II. Approval of the enclosed Rental Housing Maintenance Code Amendment revising the definition of rooming house to correspond to the zoning code definition. (Requires at least a simple majority.)

## REFERENCE INFORMATION

### Existing Ordinance

1. Section 916.010 (7) of City Code defines "family" as, "Any number of persons living and cooking together as a single housekeeping unit."
2. Section 214.040 (4) (x) of the Rental Housing Maintenance Code defines "Rooming House" to mean any residence building, or any part thereof, containing one or more rooming units, in which space is rented by the owner or operator to three or more persons who are not husband or wife, son or daughter, mother or father, sister or brother of the owner or operator.

### Other Agencies

1. State of Minnesota - Uniform Building Code Section 407, defines "Family" as:

"an individual or two or more persons related by blood or marriage or a group of not more than five persons (excluding servants) who need not be related by blood or marriage living together in a dwelling unit."

2. National Fire Protection Association (NFPA) Section 22-1.1 of the 1981 Life Safety Code stipulates that:

"one- and two-family dwellings include buildings containing not more than two dwelling units in which each living unit is occupied by members of a single family with no more than three outsiders, if any, accommodated in rented rooms."

The code does not define "family" or "outsider."

### Survey of Other Communities

Nine of twenty-one communities surveyed, or 43%, limit the number of nonrelated persons who can live in a single dwelling to five. Blaine and Golden Valley, aside from Maplewood, have no limit. (See enclosed survey.)

Among the surveyed communities, 43% also limit a family to two roomers. In two communities, Burnsville and Cottage Grove, a family with roomers can not exceed the number of permitted nonrelated individuals.

### Group Homes

State law exempts a state licensed group home or foster home servicing six or fewer mentally retarded or physically handicapped persons from local regulation in single-dwelling zones.

### Legal

The following evaluation of past court decisions in Zoning and Planning Law Report recommends that at least two unrelated persons be allowed to reside together (Vol. 1, No. 1., pp. 4-5):

"The case for requiring a minimum of two unrelated persons to be allowed to reside in a single family zone seems a strong one, in that: (1) two unrelated persons, as opposed to a group of unrelated persons, do not pose so much of a threat or disturbance to the prevailing "family" characteristics of a neighborhood; (2) the claims of a need of companionship or housekeeping assistance are greater for a single individual, particularly if elderly; and (3) greater rights of domestic privacy are implicated in the relationship of two individuals than in that of a group, cf. Eisenstadt v. Baird, 405 U.S. 432 (1972).

"Pending decisional law on the question of whether even two unrelated persons may be barred from residing together in a single family zone, the guidelines for restrictive single family zoning, for purposes of federal constitutional law, appear to be as follows: groups of three or more unrelated individuals, may be barred from residing in single family districts, but groups of individuals related by "blood, adoption, or marriage" must be allowed to reside together without qualification as to their degree of kinship. To be emphasized, however, is that the above guidelines serve for purposes of passing federal constitutional muster; state courts, interpreting state constitutions, may still review restrictive single family zoning with a more critical eye."

#### Procedure

1. HRA: Recommendation
2. Planning Commission: Recommendation
3. City Council:
  - a. First reading and public hearing
  - b. Second reading and adoption

#### Enclosures

1. Proposed Ordinance
2. Survey

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 214 OF THE MAPLEWOOD  
CITY CODE RELATING TO THE DEFINITION OF ROOMING HOUSE

THE COUNCIL OF THE CITY OF MAPLEWOOD DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Section 916.040 (4) (X) is hereby amended as follows (language to be deleted is crossed out and proposed language is underlined):

~~x. -- Rooming House shall mean any residence building, or any part thereof, containing one or more rooming units, in which space is rented by the owner or operator to three or more persons who are not husband or wife, son or daughter, mother or father, sister or brother of the owner or operator. --~~

x. Rooming House: As defined in Section 196.010 (26) of the City Zoning Code. For purposes of this ordinance, there shall be no distinction made between rooming and boarding house.

Section 2. This ordinance shall take effect and be in force from and after passage and publication.

Passed by the Maplewood City Council  
this \_\_\_\_\_ day of \_\_\_\_\_, 1982.

AN ORDINANCE AMENDING SECTION 916 OF THE MAPLEWOOD CITY CODE RELATING TO THE DEFINITION OF FAMILY, ROOMING HOUSE AND BOARDING HOUSE

THE COUNCIL OF THE CITY OF MAPLEWOOD DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Section 916.010 is hereby amended to revise the following language (language to be deleted is crossed out, language to be added is underlined):

~~916.010--(7)-Family:--Any-number-of-per-sons-living-and-eoeking-together-as-a-single--housekeeping-unit-~~

916.010 (7). Family: A family is one of the following, living together as a single housekeeping unit:

- a. An individual or a group of persons not to exceed five, who are not related by blood, marriage, foster children, or adoption, or
- b. Two persons related by blood, marriage, foster children, or adoption and not more than three unrelated persons, or
- c. Three or more persons related by blood, marriage, foster children, or adoption and not more than two unrelated persons.

Section 2. Section 916.010 is hereby amended to add the following language:

916.010 (24) Boarding House: A rooming house in which meals are provided.

916.010 (25) Rooming House: Any single housekeeping unit in which space is rented, less meals, to persons unrelated to the resident manager or property owner, in excess of the definition of family, as defined in Section 916.010 (7).

Section 3. This ordinance shall take effect and be in force from and after passage and publication.

Passed by the Maplewood City Council  
this \_\_\_\_\_ day of \_\_\_\_\_, 1982.



B. Code Amendment - Definition of Family

Secretary Olson said this proposal is to amend the definition of "family" as outlined in the Maplewood Code and also establish definitions for rooming and boarding houses.

The HRA review was summarized for the Commission.

Commissioner Kishel moved the Planning Commission recommend approval of the Zoning Ordinance amendment redefining family and adding definitions for rooming and boarding houses.

Commissioner Prew seconded

Ayes - Commissioners Axdahl, Prew, Pellish, Sletten, Whitcomb, Fischer, Hejny, Kishel, Howard

Commissioner Pellish moved the Planning Commission recommend approval of the Rental Housing Maintenance Code amendment revising the definition of rooming house to correspond to the Zoning Code definition (Section 214).

Commissioner Prew seconded

Ayes - Commissioners Axdahl, Prew, Pellish, Sletten, Whitcomb, Fischer, Hejny, Kishel, Howard

MEMORANDUM

J-4

TO: City Manager  
FROM: Director of Community Development  
SUBJECT: Zoning Code Amendment - Accessory Apartments  
APPLICANT: Department of Community Development  
DATE: December 2, 1981

Request

Amend the Zoning Code to allow accessory apartments within single dwellings, by special exception permit.

Problem

1. Several requests of this type have been received by Staff. Recently, a proposal was received to legalize an existing 300 square foot rental unit within a single dwelling which prompted this amendment proposal.
2. With the increasing costs of housing, there is an increasing trend toward converting or adding a small apartment to single dwellings. So far, the number that Staff is aware of is small. This will probably increase. Staff feels that Council should address this issue before it becomes a problem.
3. Eighty-five percent of U. S. families cannot afford the \$904 monthly interest payment required for a typical mortgage of \$60,000 at 18% interest, according to a study by the National Association of Home Builders.
4. The multi-family rental vacancy rate is only 5.4% in the metropolitan area and 4.5% in Maplewood.

Objectives of the Amendment

1. To make it possible for homeowners with financial problems to stay in their homes despite rising property taxes, heating bills, and maintenance costs.
2. To allow people to help house other members of their extended family, or in some cases domestic employees or friends.
3. To increase the diversity of the community's housing stock in terms of price and availability of rental units, helping the City to meet local housing needs, and to provide its share of lower income housing to meet regional needs, without significant effects on the character of the community.
4. To provide security, especially when the owner is often away.
5. To provide regulations that are enforceable and, therefore, bring illegal conversions under better control and make it possible to know the number of accessory apartment conversions that are taking place.

## Issues

### Status/Property Values/Neighborhood Character

In single-family zones, people may have bought their homes because they wanted to live in a single family neighborhood. They may be concerned that intrusion of accessory apartments will decrease the status or value of their own home, for them or for potential purchasers. However, if accessory apartments are provided in a way that does not seriously interfere with neighborhood character, accessory apartments could actually increase the property value of structures that include them by providing a source of income to the owner. Some residents may also be afraid that accessory apartments will introduce a "different type of person" who will not "fit into the neighborhood." But this may be more likely to occur if a house ends up being rented to a group of unrelated individuals, because the owner could not afford to stay in it without the income from an accessory apartment.

### Parking and Traffic Congestion

The enclosed ordinance would not cause a parking problem or traffic congestion. The ordinance limits the number of occupants of both accessory apartment and principal dwelling to the definition of family.

### Visual Impact

In most cases, it would be impossible to know from the outside that a house contained an accessory apartment. The accessory apartment ordinance would also limit the area and location of doors. In some cases, the addition of a rental unit may make it financially possible for the owner to fix up the outside of his house, resulting in an indirect positive visual impact of the accessory apartment.

### Too Many Accessory Apartments

There may be a concern that legalizing accessory apartments may result in too many conversions. However, several communities in the Boston area that legalized accessory apartments were surprised at the small number of owners who have taken advantage of the provision. The City of Lincoln, in the Boston area, legalized accessory apartments a number of years ago and included a provision in its zoning bylaw restricting apartments to a maximum of 10 percent of the houses in the Town. This restriction was removed in 1978 because nothing even approaching that many apartments was created. There is simply not the demand.

### Permit to Property Owner Rather than Location

Members of the Council and Housing Authority have expressed a preference to issue permits to the property owner, if accessory apartments are to be permitted.

The City Attorney's opinion (attached), is that permits should be issued to a location not an individual, to avoid possible legal challenges and damage liability regarding denial of equal opportunity. Issuance of a permit, subject to conditions, will insure compatibility with the adjacent neighborhood, no matter who owns the property.

Recommendation (At least four votes required for approval)

Adoption of the attached ordinance, amending Section 904.010 of the Zoning Code to permit accessory apartments within single dwellings, by special exception permit.

Enclosures

1. Resolution for Code Amendment
2. July 1981 Planning Magazine Article
3. Minneapolis Tribune Editorial
4. Letter from City Attorney, dated 1-21-82

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTERS 904 AND 916 OF THE MAPLEWOOD MUNICIPAL CODE RELATING TO ACCESSORY APARTMENTS

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MAPLEWOOD AS FOLLOWS:

Section 1. Section 904.010 is hereby amended to include the following new subsection:

8. An accessory apartment, by special exception permit, subject to, but not limited to, the following requirements:
- a. The dwelling shall remain owner-occupied.
  - b. An accessory apartment shall not exceed 600 square feet of floor area. The habitable area of the dwelling, less the accessory apartment, shall not be less than 600 square feet.
  - c. The total area of the structure shall comply with Section 904.010 (6) of City Code.
  - d. There must be an off-street parking space for each resident's vehicle.
  - e. No more than one entrance on the front of the dwelling shall be allowed, except by approval of the City Council.
  - f. A deed restriction shall be recorded to run with the property stating that, "Accessory apartments within a single dwelling, are subject to the requirements in the Maplewood Zoning Code."
  - g. The occupants of an accessory apartment and attached single dwelling shall be considered as one family for purposes of determining the allowable number of residents.

Section 2. Section 916.010 is hereby amended to include the following subsection:

23. Accessory apartment: An apartment with less than 600 square feet, which is attached to and physically separated from a single dwelling.

Section 3. This ordinance shall take effect upon its passage and publication.

Passed by the Maplewood City Council  
this \_\_\_\_\_ day of \_\_\_\_\_, 1982.

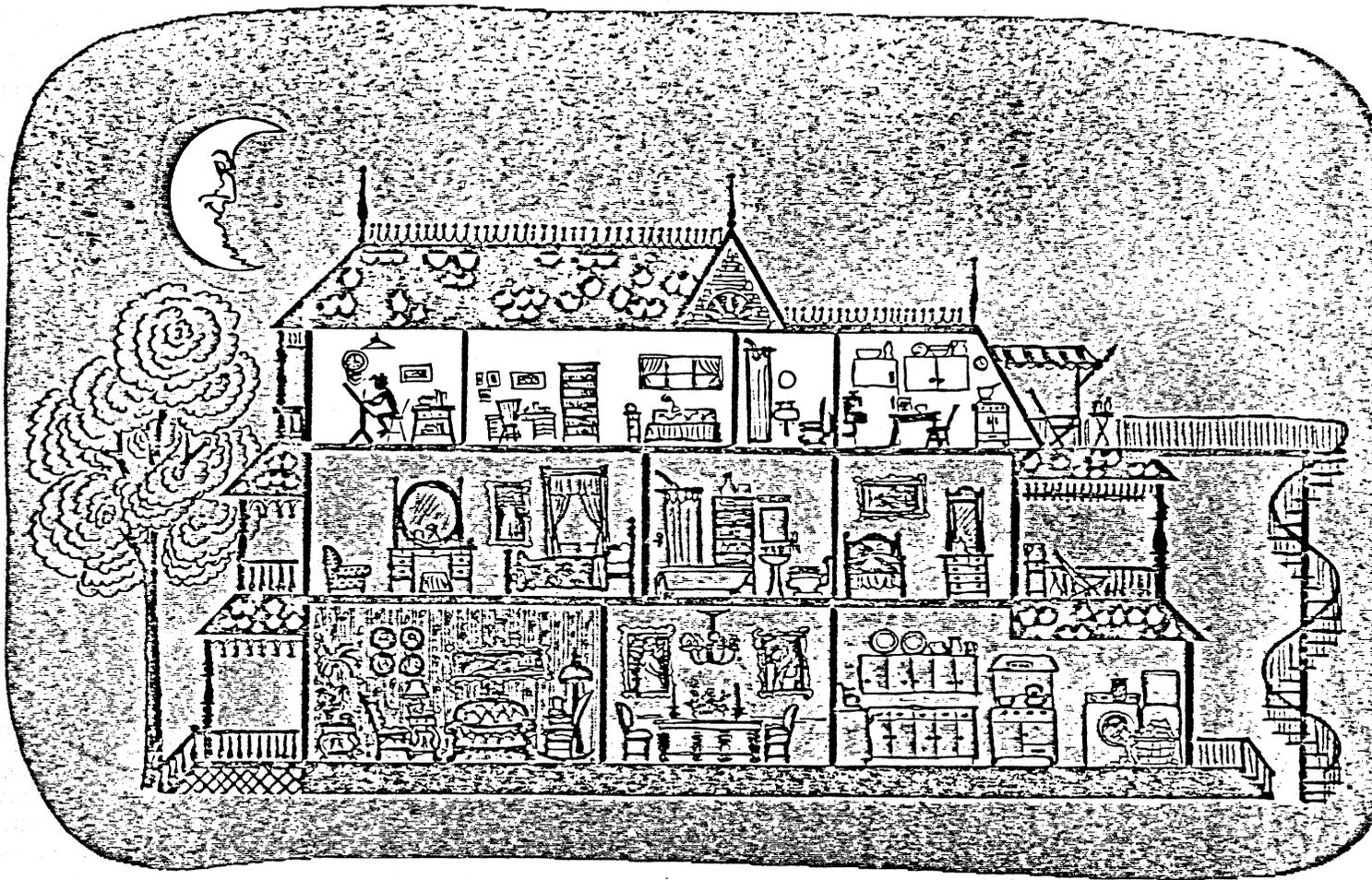
Attest:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

Ayes -  
Nays -

11/15/82



# Carving up the American Dream

By Patrick H. Hare

Suppose a planner had a magic method of developing invisible rental units in single-family neighborhoods. Suppose the planner knew that a public proposal to permit development of the units would probably be opposed by neighboring homeowners. Suppose the planner also knew that if nothing were said, the units would be developed anyway—in violation of the town's zoning and building ordinances.

Roughly speaking, this is the only course of action open to a planner who feels there are benefits to "single-family conversions"—sub-

dividing large, single-family houses to create small "accessory apartments," or "mother-in-law apartments." There is a catch, however. If nothing is done, illegal apartments may spread until they become so common they have to be made legal. But, if planners propose legalization, they may trigger strict enforcement, which could delay or even stop development of the units.

It's clear, though, that interest is growing. Led by the articles of Andree Brooks in the *New York Times*, newspapers in Long Island, Connecticut, and New Jersey have

begun to follow the spread of accessory apartments. Phyllis Santry of the Tri-State Regional Planning Commission in New York City surveyed the communities her commission serves and estimated that over 70 percent of them have noted the existence of legal or illegal conversions. Many communities estimate that 10 to 20 percent of their single-family housing stock contains conversions.

George Sternlieb of Rutgers University says that accessory apartments are the wave of the future. In newspaper interviews, he has talked

about turning "onesies into twosies." "Whoever invented the split-level ranch must have been clairvoyant," he says. "It converts overnight."

### Tit for tat

In today's housing market, single-family conversions offer practical advantages to both owners and tenants. The owner trades unused space and a small investment for rental income. The tenant gets an apartment in a single-family neighborhood at below-market rent, because the apartment can be created at lower cost than a new unit. According to Frank Thompson, the building inspector of Babylon, Long Island, which has about 4,000 conversions, the cost of conversion varies from \$1,000 to add a kitchen to the lower level of a ranch house to over \$30,000 to add a double dormer and make other modifications to a Cape Cod.

Obviously, the less expensive a house is to convert, the more likely it is to be converted. Plainfield, New Jersey, which has a model program designed to help older homeowners convert, estimates the costs at about \$10,000 per unit. The monthly income from the rental units varies widely but can easily be two or three times the monthly cost of the additional investment, even if that investment reflects today's interest rates.

In addition, older homeowners can bargain with tenants about reductions in rent in return for such services as helping with home maintenance and occasional transportation. Tenants may be able to provide these services fairly easily, and both landlords and tenants benefit. Finally, tenants add security just by being there. They alleviate two common fears of older homeowners: the fear of break-ins and the fear of being alone in an emergency.

### There goes the neighborhood

However, according to Santry's survey, many homeowners view single-family conversions as the beginning of a movement to change the single-family character of the neighborhood. Some express fear that speculators will buy up houses for conversion to rental duplexes. They

worry about absentee landlords, increased traffic, and code violations.

How does the planner deal with such a politically controversial housing trend? Proposals to legalize single-family conversions have met with strong resistance. On Long Island, for example, where it's generally accepted that illegal conversions are widespread, only one town,

---

Accessory apartments may be the wave of the future, but right now there's resistance to legalization.

---

Babylon, has taken steps to legalize them. Town planner Richard Spirio has an inch-high stack of news clippings devoted to the public outcry over Babylon's ordinance. Mel Barr, the town planner of Westport, Connecticut, is caught between 4,650 accessory apartments that zoning officials can't shut down without controversial evictions and the opposition of homeowners who fight any proposal to legalize the illegal apartments.

### Keep them on the QT

Ironically, it appears to be in almost everybody's interest to "keep them on the QT," according to Santry. For homeowners who have installed illegal apartments, making them legal means higher assessments and the risk of being caught if rental income is not reported on tax returns. Even neighbors concerned about deterioration of their area have a stake in keeping quiet about the apartments, because the fact that they are illegal makes landlords take special care to keep their tenants in line.

A few years ago, Hartford's West End Civic Association considered trying to legalize the apartments in its large single-family houses and then decided against it. Members reasoned that, if the apartments were illegal, an anonymous call to the building department could shut down an undesirable landlord. A proposal to make them legal in an adjoining West Hartford neighborhood was roundly defeated.

### Going legit

There are ways to deal with many of the objections to conversions. One is to permit conversions only by owner-occupants, who presumably will not want to see the neighborhood they live in deteriorate. This provision also keeps speculators from entering the single-family market and creating investment properties. Another approach is to pass regulations that minimize such exterior changes as additional front doors that could change the visual character of the neighborhood. A third approach is to grant permits on a case-by-case basis so each conversion can be checked out.

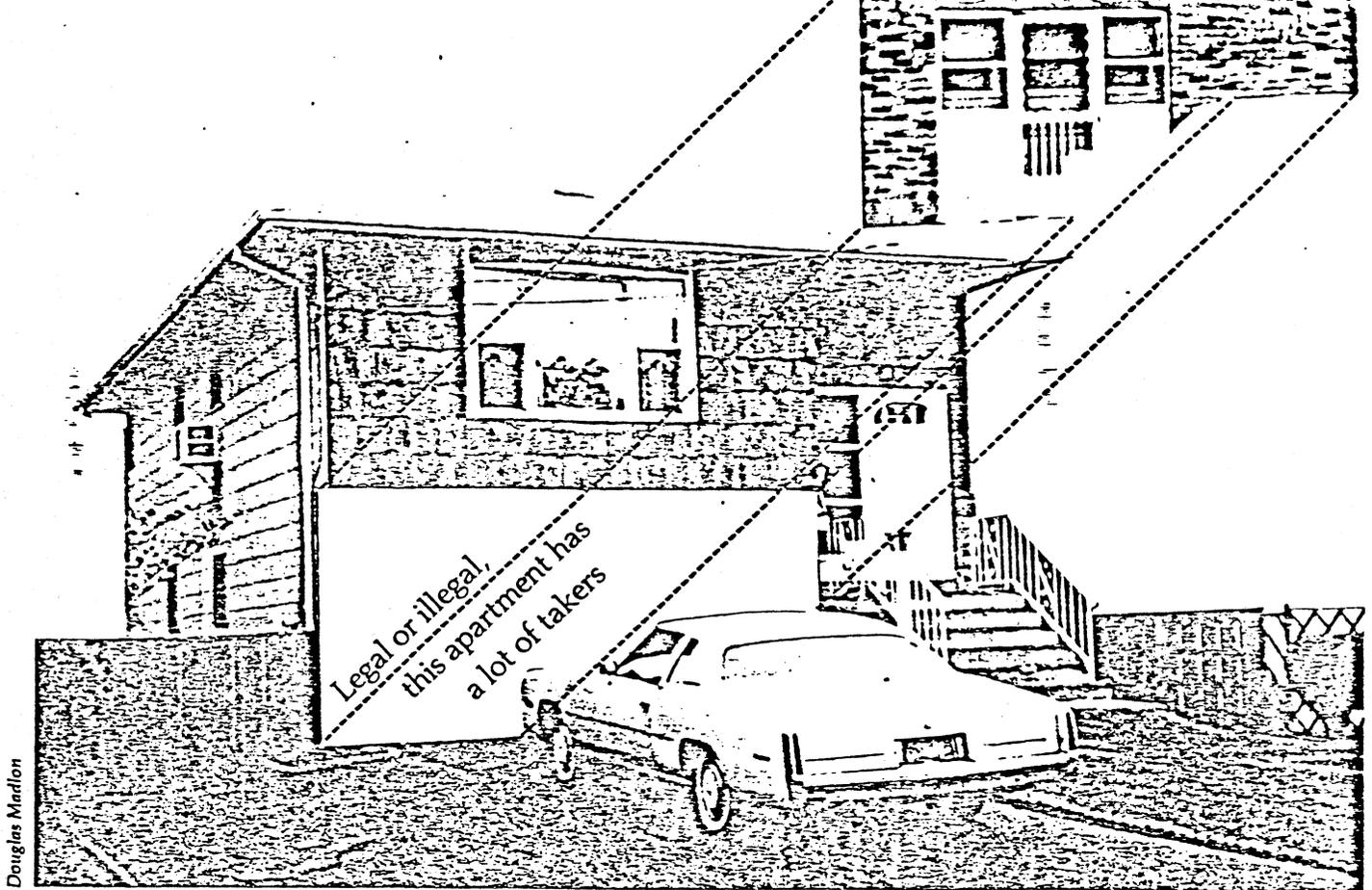
Yet another means of dealing with opposition is to point to a nearby town where accessory apartments are already legal. Babylon surrounds the incorporated village of Lindenhurst, where accessory apartments have been legal for years; and Babylon could easily use the stability of Lindenhurst's housing stock as an example. Even so, there was still substantial opposition in Babylon, as noted earlier.

Some towns make the occupants' age a criterion for granting conversions. Westport permits conversions if either the owner or renter is 62 or over. Another common approach is to permit apartments only for relatives of homeowners; these apartments often are referred to as in-law apartments.

### Policing problems

The problem with these two approaches is enforcement. What happens when the relatives move out? What happens when the old people die? What happens when the property is sold? The extra units tend to be rented to someone who is neither elderly nor related.

In other words, legalizing apartments for specific groups tends to seed a crop of illegal apartments available for use by anyone. Fairfax County, Virginia, has responded to this threat by making homeowners who install apartments for relatives sign an agreement making them liable to pay a \$1,000-a-day fine for every day the apartment is used by someone other than relatives.



Short of such a regulation, there isn't much that can be done to stop a legal apartment from becoming illegal. The homeowner has very little to lose by trying to rent an apartment that is already installed. Assuming the neighbors don't complain, the building inspector's only recourse is what one planner calls a "search and destroy mission." The resulting evictions are less than ideal from everyone's point of view. Also, as a study by the Metropolitan Area Planning Council in Boston points out, provisions restricting use to relatives or older people may inhibit homeowners from creating apartments. They fear that their investment will become worthless if their relative no longer lives in the apartment.

### Going slow

Nonetheless, regulations that subtly sow the seed of conversions may be the planner's only politically feasible choice. When zoning to legalize accessory apartments was proposed to a midwestern planning director, his reaction was, "It's happening anyway, so let's just let it happen." Letting it happen, either by nonenforcement of existing regu-

lations or partial legalization, may build a constituency for eventual legalization, if only to permit inspection and correction of code violations.

It also may build in a problem that has to be solved later. Now that conversions are legal in Babylon, the town is considering offering low-interest loans to owners who are willing to legalize their two-family arrangements; the loans would help pay for the upgrading now required before a two-family permit can be issued.

### Tax trouble

One of the carrots often held out to taxpayers is the tax revenue that accessory apartments would provide. But this benefit may be illusory. In Babylon, the average assessment increase has been only \$115, and a report on mother-in-law apartments by the Portland, Oregon, Growth Management Task Force suggests that new revenue would, at best, be offset by administrative and enforcement costs.

Clearly, advocates of legalization can't promise too much. Large tax increases will substantially reduce the incentive to create accessory apartments or even to bring existing

illegal apartments under the auspices of the law.

Closely related to the question of assessments is the possibility that families in accessory apartments will add to the school population, thus leading to an increase in property taxes to meet school costs. Barbara Dietz, a real estate agent and active member of the North End Civic Association of Floral Park, Long Island, estimates there are about 500 accessory apartments in her town, 60 of them with children. She feels that it is particularly unjust that owners of houses occupied by school-age children don't pay increased assessments for their illegal apartments.

On the other hand, the lack of children might make some older suburbs feel a sense of loss of community. These towns might bend over backwards to be lenient toward families with children.

### How big?

Children also raise the question of the size of accessory apartments—an area in which regulations vary greatly. Boston's Metropolitan Area Planning Council surveyed 23 communities with accessory apartments. It found that only 10 towns regulated

apartment size and five specified a maximum, usually 600 square feet.

This inconsistency persists in ordinances in other regions. It reflects local residents' competing concerns about the quality of the apartments to be created as opposed to the desire to maintain the single-family character of the neighborhood. The Weston ordinance avoids the issue by using subjective language. It permits one accessory apartment in a "single family owner occupied dwelling. . . . provided it is . . . clearly a subordinate part thereof."

However logical it may seem to some, to others planning for the creation of accessory apartments seems to be planning for the subdivision of the American dream. This may be the real cause of the contro-

versy surrounding the legalization of accessory apartments, not practical matters like apartment size.

Such feelings may also explain the lack of enthusiasm in towns where accessory apartments have been made legal. Two months after Portland, Oregon, began its Add-a-Rental program, no applications to create legal accessory apartments had been received. When Lincoln, Massachusetts, legalized accessory apartments several years ago, it included a provision in its zoning bylaws restricting the apartments to a maximum of 10 percent of the houses in the town. This restriction was removed in 1978 because nowhere near that number of apartments was created.

And in Babylon, which legalized

accessory apartments in February 1980, almost every one of the 900 applications received within the first 10 months were to legalize existing apartments. "Only five or six applications for new apartments have come in since the program started," says Ed Thompson of Babylon's building division.

It's clear that simply legalizing accessory apartments will not necessarily result in the creation of large numbers of them. On the other hand, prohibiting them may not do much to keep them from spreading. Apparently, they involve a planning issue on which the curtain is only beginning to rise.

*Patrick Hare is a planning consultant in Washington, D.C. He is preparing a PAS report on accessory apartments for APA.*

# Minneapolis Tribune



Established 1867

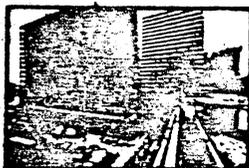
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14A

Thursday, October 15, 1981

## Tapping a source of rental housing



### Minneapolis: Decisions ahead

Minneapolis needs more rental housing. Much of it will have to be provided by new construction. But city officials are becoming increasingly aware that a ready-built potential supply of rental housing lines the streets of the city's neighborhoods: Part of the city's stock of single-family housing could be converted to two-family use. Aldermen are seeking ways to make that possible without overcrowding or neighborhood deterioration. Those efforts deserve support.

The problem at which those efforts are aimed was outlined graphically at a Metropolitan Council housing conference earlier this year. James Solum of the Minnesota Housing Finance Agency told the conference that the metropolitan area, in the 1980s, will need as many new housing units as it added in the fast-growing 1970s. But today's prices and interest rates dictate that fewer people will be able to buy housing, so a far greater proportion of those additional units must be for renters. Moreover, those same economic factors have pushed up building costs. That makes it unlikely that new construction will provide all the needed additional units. A lot of people — mostly renters — will have to be housed somewhere else.

Making room for that "somewhere else" in a city's existing housing stock would require relaxation of zoning codes, at least in selected areas. That would have to be done carefully, to maintain neighborhood quality and assure safe, sanitary housing. But the advantages could be twofold. If owners could divide their houses and share them with renters, they would have added income for house payments. For many, the added income could be what

makes home-ownership possible. And for renters, such changes could add significantly to the number — and kind — of housing units available to them.

Some specific zoning changes are already being considered for Minneapolis. Alderman Parker Trostel of the Seventh Ward, for instance, is interested in an ordinance that would permit multi-family use of large houses — a so-called "mansion ordinance" — in some areas now restricted to single-family or two-family housing. Such a change would have to be carefully drafted, she notes, to minimize impact on surrounding houses. Each converted property, for example, would have to provide ample off-street parking for its residents. But such an ordinance could put an underutilized resource to work to house more people.

Another example: Both Trostel and Eighth Ward Alderman Mark Kaplan have looked into the possibilities of "cluster zoning" which would permit flexible ways to meet minimum lot-size standards in designated areas. Under that plan, housing could be clustered on smaller lots, and the rest of the required open space be clustered in another part of the area — where soil conditions make construction difficult, for instance, or where a buffer is needed alongside a railroad track or commercial zone.

The aldermen say that other options will be explored in the months to come, both to provide more rental housing and to enable more people to buy or retain their homes. Kaplan notes, for instance, that many senior citizens would like to convert their houses into duplexes, not only for the added income, but also for greater security and help in maintenance. Zoning changes to make such uses possible must be made wisely. If they are, they could clear the way for more efficient use of available resources to help meet the housing needs of the 1980s.

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AREA CODE 612  
224-3781

January 21, 1982

City of Maplewood  
1380 Frost Avenue  
Maplewood, Minnesota 55109

Attention: Mr. Randall Johnson  
Associate Planner

Dear Randy:

In reply to your letter of January 7, 1982 concerning the issuing of special exception permits to the property owner rather than the property for home occupations and accessory apartments, I wish to advise as follows:

After carefully reviewing the matter, it is apparent that granting of these permits to an individual for a specific purpose necessarily includes granting the permit to the location. To subsequently deny someone a continuance of the same home occupation or use of an accessory apartment would result in an arbitrary and capricious action on the part of the future Council and could render the City liable for damages for denial of equal treatment under the U.S. Constitution.

It is, therefore, my opinion that the permits, regardless of how they are granted, have to run with the property and it would be better to so state right in the policy and in the granting of such special exception so as not to mislead parties into believing that such a special exception could be denied in the future.

Very truly yours,

LAIS, BANNIGAN & CIRESI, P.A.

  
Donald L. Lais

DLL/me

From: Dir. of Com. Develop.
Referred to:
Village Mgr. <input checked="" type="checkbox"/>
Village Clerk _____
Finance Director _____
Dir. of Parks & Rec. _____
Dir. of Pub. Safety _____
Dir. of Pub. Works _____
Fire Marshall _____
Other <u>Council / Planning Commission</u>
Transmittal Date <u>1/22/82</u>

C. Code Amendment - Accessory Apartments

Secretary Olson said the proposal is to amend the Code to allow accessory apartments within single dwellings by special exception permit.

The Commission reviewed the requirements proposed to permit an accessory apartment as outlined in the ordinance. They also discussed the added density which could result in each neighborhood from this type of use.

Grant Hatley, 1569 E. County Road C, said he was in favor of the proposed ordinance change. He thought it would be more desirable than having a duplex, as this would be owner occupied.

Roger Cobb, 1559 E. County Road C, said he does favor the amendment. He said the financial arrangement with the accessory apartment is favorable to both the landlord and the renter.

Commissioner Prew moved the Planning Commission recommend the City Council adopt the proposed ordinance, amending Section 904.010 of the Zoning Code to permit accessory apartments within single dwellings, by special exception permit.

Commissioner Fischer seconded

Pellish, Sletten, Whitcomb, Fischer, Hejny, Kishel, Howard

Ayes - Commissioners Prew,

Kishel, Howard

Nays - Commissioner Axdahl

J-5

MEMORANDUM

TO: Mayor and City Council  
FROM: Tony Phillippi, Chairman of Community Design Review Board  
SUBJECT: Joint meeting between Council & Community Design Review Board  
DATE: March 10, 1982

The Community Design Review Board requests the attendance of the City Council at their next meeting on March 23, 1982 to discuss the Council's reasons for considering the disbandment of the Board.