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AGENDA
Maplewood City Council
7:00 P.M., Monday, August 23, 1982
Municipal Administration Building
Meeting 82-23

(A) CALL TO ORDER

(B) ROLL CALL

(C) APPROVAL OF MINUTES

- 1. Minutes 82-20 (August 9, 1982)
- 2. Minutes 82-21 (August 11, 1982)

(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. Acceptance of Donations
- 3. Final Approval - Industrial Revenue Note - Maplewood East
- 4. Change Order #1 - Dorland Rd - Hillwood Dr.

(F) PUBLIC HEARINGS

- 1. Special Use Permit: 1960 Ide St. (7:00) _____
- 2. Rezoning, Street Vacations and Variance: Frost Ave. (7:15) _____
- 3. Rezoning: Lower Afton & Century (7:30) _____
- 4. Rezoning: Upper Afton & McKnight (7:30) _____
- 5. Rezoning: McKnight & I-94 (7:30) _____
- 6. Special Use Permit: Denny's Restaurant (7:45) _____

(G) AWARD OF BIDS

- 1. Employee Group Insurance _____
- 2. Sale of Old Vehicle _____

(H) UNFINISHED BUSINESS

- 1. Code Amendment: Home Occupation (4 Votes) _____

(I) NEW BUSINESS

1. Plan Amendment: 2696 Hazelwood _____
2. Special Exception: 1735 Kennard _____
3. Plaza 3000 _____
4. HRA/Council Meeting _____
5. "No Parking", Larpenteur (Aschenbrener) _____

(J) VISITOR PRESENTATION

(K) COUNCIL PRESENTATIONS

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

(M) ADJOURNMENT

MINUTES OF MAPLEWOOD CITY COUNCIL
7:00 P.M., Monday, August 9, 1982
Council Chambers, Municipal Building
Meeting No. 82-20

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 7:00 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

1. Minutes No. 82-18 (July 26, 1982)

Councilmember Anderson moved to approve the Minutes of Meeting No. 82-18 (July 26, 1982) as submitted.

Seconded by Councilmember Maida. Ayes - all.

2. Minutes No. 82-19 (July 29, 1982)

Councilmember Anderson moved to approve the Minutes of Meeting No. 82-19 (July 29, 1982) as submitted.

Seconded by Mayor Greavu. Ayes - all.

D. APPROVAL OF AGENDA

Mayor Greavu moved to approve the Agenda as amended:

1. Plan Review Authority
2. East Community Family Services
3. Shirts - Bumper Stickers
4. Park Dance/Dinner
5. Plaza - 3000
6. Meeting Moratorium
7. Vacancy - Park and Recreation Commission
8. Police Department

Seconded by Councilmember Juker. Ayes - all.

E. CONSENT AGENDA

Councilmember Anderson moved, seconded by Councilmember Juker, Ayes all, to approve the Consent Agenda Items 1 through 5 as recommended:

1. Accounts Payable

Approved the accounts (Part I, Fees, Services, Expenses, Check No. 000705 through No. 000758 - \$99,069.18; Check No. 013822 through Check No. 013953 - \$260,741.65; Part II Payroll, Check No. 04540 through Check No. 04667 - \$70,761.89) in the amount of \$430,572.72.

2. Final Plat - Schwichtenberg Addition

Approved the final plat for Lot 1, 2 and 3, Block 1 of the Schwichtenberg Addition.

3. Final Approval - Industrial Revenue Note - Cricket Inn

Resolution No. 82-8-107

NOTE RESOLUTION

RESOLVED by the City Council of the City of Maplewood, as follows:

ARTICLE ONE

DEFINITIONS, LEGAL AUTHORIZATION AND FINDINGS

1-1. Definitions.

The terms used herein, unless the context hereof shall require otherwise shall have the following meanings, and any other terms defined in the Loan Agreement shall have the same meanings when used herein as assigned to them in the Loan Agreement unless the context or use thereof indicates another or different meaning or intent.

Act: the Minnesota Municipal Industrial Development Act, Minnesota Statutes, Chapter 474, as amended:

Assignment of Rents and Leases: the agreement to be executed by the Tenant assigning all the rents, issues and profits derived from the Project to the Lender to secure the repayment of the Note and interest thereon;

Bond Counsel: the firm of Briggs and Morgan, Professional Association, of St. Paul and Minneapolis, Minnesota, or any other firm of nationally recognized bond counsel, and any opinion of Bond Counsel shall be a written opinion signed by such Bond Counsel;

Borrower: Tanners Lake Partners, a Minnesota general partnership, its successors, assigns, and any surviving, resulting or transferee business entity which may assume its obligations under the Loan Agreement;

City: the City of Maplewood, Minnesota, its successors and assigns;

Construction Fund: the fund established by the City pursuant to the Resolution adopted August 9 authorizing the issuance of the Series B Note and into the Proceeds Account of the Construction Fund the proceeds of the Note and the Series B Note will be deposited;

Construction Loan Agreement: the agreement to be executed by the City, the Borrower, the Tenant and the Lender, relating to the disbursement and payment of Project Costs for the acquisition, construction and installation of the Project.

Guarantors: Dr. Arvid Johnsen, Detlef Stroh, James W. Beck, William M. Bracken, Bruce M. Carlson, John D. Maney, Fred H. Chute, Timothy Adams, William M. Driscoll, Newell P. Weed, Jr., and William B. Cash;

Guaranty: collectively, the guaranties of the payment of, among other things, the principal of, premium, if any, and interest on the Note to be executed by the Guarantors as of the date of this Agreement;

Improvements: the structures and other improvements, including any tangible personal property, to be constructed or installed by the Borrower on the Land in accordance with the Plans and Specifications;

Land: the real property and any other easements and rights described in Exhibit A attached to the Loan Agreement;

Lender: First National Bank of Minneapolis, in Minneapolis, Minnesota, its successors and assigns;

Loan Agreement: the agreement to be executed by the City and the Borrower, providing for the issuance of the Note and the loan of the proceeds thereof to the Borrower, including any amendments or supplements thereto made in accordance with its provisions;

Mortgage: the Combination Mortgage, Security Agreement and Fixture Financing Statement between the Borrower as mortgagor, to the Lender, as mortgagee, securing payment of the Note and interest thereon including any mortgage supplemental thereto entered into in accordance with the provisions thereof;

Note: the \$3,000,000 Commercial Development Revenue Note of 1982, (Tanners Lake Partners Project) to be issued by the City pursuant to this Resolution;

Note Register: the records kept by the City Clerk to provide for the registration of transfer of ownership of the Note;

Plans and Specifications: the plans and specifications for the construction and installation of the Improvements on the Land, which are approved by the Lender, together with such modifications thereof and additions thereto as are reasonably determined by the Borrower to be necessary or desirable for the completion of the Improvements and are approved by the Lender;

Pledge Agreement: the agreement to be executed by the City and the Lender pledging and assigning the Loan Agreement to the Lender;

Principal Balance: so much of the principal sum on the Note as remains unpaid at any time;

Project: the Land and Improvements as they may at any time exist;

Project Costs: the total of all "Construction Costs" and "Loan and Carrying Charges," as those terms are defined in the Loan Agreement;

Resolution: this Resolution of the City adopted August 9, 1982, authorizing the issuance of the Note, together with any supplement or amendment thereto.

All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and subdivisions of this resolution as originally adopted. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Resolution as a whole not to any particular Article, Section or subdivision.

1-2. Legal Authorization.

The City is a political subdivision of the State of Minnesota and is authorized under the Act to initiate the revenue producing project herein referred to, and to issue and sell the Note for the purpose, in the manner and upon the terms and conditions set forth in the Act and in this Resolution.

1-3. Findings.

The City Council has heretofore determined, and does hereby determine, as follows:

(1) The City is authorized by the Act to enter into a Loan Agreement for the public purposes expressed in the Act;

(2) The City has made the necessary arrangements with the Borrower for the establishment within the City of a Project consisting of certain property all as more fully described in the Loan Agreement and which will be of the character and accomplish the purposes provided by the Act, and the City has by this Resolution authorized the Project and the execution of the Loan Agreement, the Pledge Agreement, the Note and the Construction Loan Agreement, which documents specify certain terms and conditions of the acquisition and financing the Project;

(3) in authorizing the Project the City's purpose is, and in its judgment the effect thereof will be, to promote the public welfare by: the attraction, encouragement and development of economically sound industry and commerce so as to prevent, so far as possible, the emergence of blighted and marginal lands and areas of chronic unemployment; the development of revenue-producing enterprises to use the available resources of the community, in order to retain the benefit of the community's existing investment in educational and public service facilities; the halting of the movement of talented, educated personnel of all ages to other areas and thus preserving the economic and human resources needed as a base for providing governmental services and facilities; the provision of accessible employment opportunities for residents in the area; the

expansion of an adequate tax base to finance the increase in the amount and cost of governmental services, including educational services for the school district serving the community in which the Project is situated;

(4) the amount estimated to be necessary to partially finance the Project Costs, including the costs and estimated costs permitted by Section 474.05 of the Act, will require the issuance of the Note in the aggregate principal amount of \$3,000,000 as hereinafter provided;

(5) it is desirable, feasible and consistent with the objects and purposes of the Act to issue the Note, for the purpose of financing the Project;

(6) the Note and the interest accruing thereon do not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation and do not constitute or give rise to a pecuniary liability or a charge against the general credit or taxing powers of the City and neither the full faith and credit nor the taxing powers of the City are pledged for the payment of the Note or interest thereon; and

(7) the Note is an industrial development bond within the meaning of Section 103(b) of the Internal Revenue Code and is to be issued within the exemption provided under subparagraph (D) of Section 103(b)(6) of the Code with respect to an issue of \$10,000,000 or less; provided that nothing herein shall prevent the City from hereafter qualifying the Note under a different exemption if, and to the extent, such exemption is permitted by law and consistent with the objects and purposes of the Project.

1-4. Authorization and Ratification of Project.

The City has heretofore and does hereby authorize the Borrower, in accordance with the provisions of Section 474.03(7) of the Act and subject to the terms and conditions set forth in the Construction Loan Agreement, to provide for the acquisition, construction and installation of the Project by such means as shall be available to the Borrower and in the manner determined by the Borrower, and without advertisement for bids as may be required for the construction and acquisition of municipal facilities; and the City hereby ratifies, affirms, and approves all actions heretofore taken by the Borrower consistent with and in anticipation of such authority and in compliance with the Plans and Specifications.

ARTICLE TWO

NOTE

2-1. Authorized Amount and Form of Note.

The Note issued pursuant to this Resolution shall be in substantially the form set forth herein, with such appropriate variations, omissions and insertions as are permitted or required by this Resolution, and in accordance with the further provisions hereof; and the total principal amount of the Note that may be outstanding hereunder is expressly limited to \$3,000,000 unless a duplicate Note is issued pursuant to Section 2-6. The Note shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF MAPLEWOOD

Commercial Development Revenue Note of 1982
(Tanners Lake Partners Project)

\$3,000,000

FOR VALUE RECEIVED the CITY OF MAPLEWOOD, Ramsey County, Minnesota (the "City"), hereby promises to pay the First National Bank of Minneapolis (the "Lender"), its successors or registered assigns (the Lender and any such successor or registered assignee being also sometimes hereinafter referred to as the "Holder"), from the source and in the manner hereinafter provided, the principal sum of THREE MILLION DOLLARS (\$3,000,000) or so much thereof as remains unpaid from time to time (the "Principal Balance"), with interest thereon at the rate specified in paragraphs 1(a) and 1(b) hereof (the "Tax Exempt Rate") or at such higher rate as provided in paragraph 1(c) hereof (the "Taxable Rate"), in any coin or currency which at the time or times of payment is legal tender for the payment of public or private debts in the United States of America, in accordance with the terms hereinafter set forth.

1. (a) From and after the date hereof through and including August 1, 1983, interest only shall be paid at the rate of 14% per annum. Interest shall accrue from the date hereof and shall be payable on the first day of the calendar month next succeeding the date hereof and on the first day of each and every month thereafter through and including August 1, 1983.

(b) Commencing on September 1, 1983 and on the first day of each calendar month thereafter, the Principal Balance shall be amortized in equal consecutive monthly installments of principal and interest the amount of each of which is to be calculated on an assumed thirty-year amortization with interest from August 1, 1983 at the rate of 14% per annum and a final installment on August 1, 2012 (the "Final Maturity Date") which shall be equal to the unpaid Principal Balance and accrued interest thereon. Any payment shall be applied first to accrued interest and thereafter to reduction of the Principal Balance.

(c)(i) In the event that the interest on this Note shall become subject to federal income taxation pursuant to a Determination of Taxability (as hereinafter defined), the interest rate on this Note shall be increased, retroactively effective from and after the Date of Taxability (as hereinafter defined) to 19% per annum (the "Taxable Rate"). The City shall immediately upon demand pay to the Holder and to each prior Holder affected by such Determination of Taxability an amount equal to the amount by which the interest accrued retroactively at such increased rate from the Date of Taxability to the date of payment exceeds the amount of interest actually accrued and paid to the Holder and any such prior Holder during said period. (Such obligation of the City shall survive the payment in full of the principal amount of this Note). Commencing on the first day of the month next following the date of payment of such additional interest and continuing on the first day of each month thereafter (unless the Holder shall accelerate the maturity of the Note pursuant to clause (ii) of this paragraph (c)), this Note shall be payable as follows:

- (A) if amortization of the Principal Balance had not theretofore commenced under paragraph (b) hereof, the monthly payments of interest only hereunder shall be increased to reflect the accrual of interest at the Taxable Rate and the monthly installments of principal and interest payable commencing with the September 1, 1983 payment shall be recomputed on the basis of the Taxable Rate on an assumed thirty year amortization; or
- (B) if amortization of the Principal Balance had theretofore commenced under paragraph (b) hereof, the monthly installments of principal and interest payable commencing with the next succeeding payment shall be recomputed on the basis of the Taxable Rate and amortization over the remaining portion of the original assumed amortization.

(ii) Upon a Determination of Taxability, the Holder may declare the entire Principal Balance of this Note together with accrued interest thereon at such retroactively increased Taxable Rate to be immediately due and payable, plus the prepayment premium, calculated in accordance with paragraph 8 hereof.

(iii) The Holder shall give notice, as soon as practicable, to the Borrower of any Notice of Taxability, as hereinafter defined, received by the Holder and permit the Borrower to contest, litigate or appeal the same at its sole expense; provided that any such contest, litigation or appeal is, in the reasonable opinion of the Holder, being undertaken and carried forward in good faith, diligently and with reasonable dispatch. In the event any such contest, litigation or appeal is undertaken, the increased interest provided in paragraph (b)(i) shall, nevertheless, be payable to the Holder and shall be held by the Holder in escrow (without paying interest thereon) pending final disposition of such contest, litigation or appeal, provided that the Borrower shall indemnify and hold harmless the Holder and each prior Holder from any and all penalties, interest or other liabilities which they may incur on account of such contest, litigation or appeal.

(iv) The terms "Determination of Taxability," "Date of Taxability" and "Notice of Taxability" shall have the meanings ascribed to such terms in the Loan Agreement, dated the date hereof (the "Loan Agreement"), between the City and Tanners Lake Partners (the "Borrower").

2. In any event, the payments hereunder shall be sufficient to pay all principal and interest due, as such principal and interest becomes due, and to pay any premium or penalty, at maturity, upon redemption, or otherwise. Interest shall be computed on the basis of a 360 day year, but charged for the actual number of days elapsed.

3. Principal and interest and any premium due hereunder shall be payable at the principal office of the Lender, or at such other place as the Holder may designate in writing.

4. This Note is issued by the City to provide funds for a Project, as defined in Section 474.02, Subdivisions 1b, Minnesota Statutes, consisting of the acquisition, construction and equipping of a Cricket Inn Motel, pursuant to the Loan Agreement, and this Note is further issued pursuant to and in full compliance with the Constitution and laws of the State of Minnesota, particularly Chapter 474, Minnesota Statutes, and pursuant to a resolution of the City Council duly adopted on August 9, 1982 (the "Resolution").

5. This Note is secured by a Pledge Agreement of even date herewith by the City to the Lender (the "Pledge Agreement"), a Combination Mortgage, Security Agreement and Fixture Financing Statement, of even date herewith between the Borrower as mortgagor, and the Lender as mortgagee (the "Mortgage") by an Assignment of Rents and Leases, of even date herewith, from the Borrower to the Lender (the "Assignment of Rents and Leases") and Guaranties from Dr. Arvid Johnsen, Detlef Stroh, James W. Beck, William M. Bracken, Bruce M. Carlson, James D. Maney, Fred H. Chute, Timothy Adams, William B. Driscoll, Newell P. Weed, Jr. and William B. Cash to the Lender (collectively, the "Guaranty"). The proceeds of this Note shall be placed in the Proceeds Account of the Construction Fund established pursuant to the Resolution and the Construction Loan Agreement (hereinafter referred to) and disbursement of the proceeds of this Note from the Construction Fund is subject to the terms and conditions of a Construction Loan Agreement of even date herewith among the Lender, the City and the Borrower (the "Construction Loan Agreement").

6. The Holder may extend the times of payments of interest and/or principal of or any penalty or premium due on this Note, including the date of the Final Maturity Date, to the extent permitted by law, without notice to or consent of any party liable hereon and without releasing any such party. However, in no event may the Final Maturity Date be extended beyond thirty (30) years from the date hereof.

7. The Borrower may prepay the Principal Balance in whole or in part in increments of \$100,000 on the first day of any month upon at least 30 days advance written notice to the Holder (or such lesser period of notice as the Holder may approve) and upon payment of an amount equal to the principal amount being so prepaid, plus accrued interest hereon to the date of prepayment, plus the prepayment premium calculated in accordance with paragraph 8 hereof. This Note is also subject to mandatory prepayment in whole or in part pursuant to Section 3.1 of the Construction Loan Agreement in the amount of any sums remaining in the Proceeds Account of the Construction Fund at the Completion Date (as such terms are defined in the Construction Loan Agreement), in which event a prepayment premium shall also be payable in accordance with paragraph 8 hereof, and the time of such prepayment may not be extended pursuant to paragraph 6 hereof. Upon the occurrence of certain "Events of Default" under the Construction Loan Agreement, the Loan Agreement and/or under the Mortgage, and as provided in paragraph 12 hereof, the Holder may declare the Principal Balance and accrued interest on this Note to be immediately due and payable (any such action and any similar action pursuant to paragraph 1(c)(ii) hereof being hereinafter referred to as an "acceleration" of this Note), in which event a prepayment premium shall also be payable in accordance with paragraph 8 hereof.

Upon the occurrence of certain events of damage, destruction or condemnation, the Holder may, as provided in the Mortgage, apply the net proceeds of any insurance or condemnation award to the prepayment, in whole or in part, of the Principal Balance in which event a prepayment premium may be payable in accordance with paragraph 8 hereof.

This Note may be called for redemption and prepayment, in whole, at the option of the Holder, on September 1, 1992 (or at any time within six months following September 1, 1992), on September 1, 1997, on September 1, 2002 and on September 1, 2007, (the "Call Dates"), upon at least thirty (30) days advance written notice to the Borrower (or such lesser period of notice as the Borrower may approve). The Borrower has the right under this Note on any Call Date of which the Holder has given the required notice, in lieu of redemption of this Note, upon five (5) days advance written notice prior to such Call Date, to purchase the Note from the Holder or give notice to the Holder that it has secured a purchaser for the Note. The Holder agrees, in lieu of redemption of this Note at a purchase price equal to the Principal Balance and accrued interest to sell the Note to the Borrower or such purchaser on such Call Date.

8. (a) If at the time of any prepayment on or prior to September 1, 1987 or acceleration of this Note occurring prior to September 1, 1987, the Borrower shall pay, together with the premium, if any, set forth in paragraph (b) hereof, an amount equal to 1-1/2% of the amount of principal so prepaid. Notwithstanding the foregoing, no such premium shall be payable with respect to the following prepayments:

(i) prepayment made at the option of the Holder pursuant to Article Five of the Mortgage or Section 5.02 of the Loan Agreement,

(ii) prepayment pursuant to Section 3.1 of the Construction Loan Agreement in the amount of any sums remaining in the Proceeds Account of the Construction Fund at the Completion Date,

(iii) prepayment made at the option of the Borrower upon a Determination of Taxability resulting from a change in any applicable federal statute, or

(iv) prepayment made at the option of the Holder pursuant to paragraph (1)(c)(ii) hereof,

unless an Event of Default had occurred under the Loan Agreement, Construction Loan Agreement or the Mortgage and remains uncured at the time such prepayment is made.

(b) If at the time of any prepayment or acceleration of this Note, occurring prior to August 1, 1992 the yield on U.S. Treasury securities (as published by the Federal Reserve Bank of New York) having a maturity date closest to September 1, 1992 (the "Government Yield"), as

determined by the Holder as of the date of prepayment or acceleration, is less than 16-1/4% the Borrower shall pay a premium calculated as follows: (a) the amount of principal so prepaid shall be multiplied by (i) the amount by which 16-1/4% exceeds the Government Yield as of the date of prepayment or acceleration, times (ii) a fraction, the numerator of which is the number of days remaining to September 1, 1992 and the denominator of which is 360, (b) the resulting product shall then be divided by the number of whole months then remaining to September 1, 1992 yielding a quotient (the "Quotient"), (c) the amount of the prepayment premium payable under this paragraph shall be the present value on the date of prepayment or acceleration (using the Government Yield as of the date of prepayment or acceleration as the discount factor) of a stream of equal monthly payments in number equal to the number of whole months remaining to September 1, 1992, with the amount of each such hypothetical monthly payment equal to the Quotient and with the first payment payable on the date of prepayment or acceleration. Notwithstanding the foregoing, no such prepayment premium shall be payable with respect to a prepayment made at the option of the Holder pursuant to paragraph 1(c)(ii) hereof or pursuant to Article Five of the Mortgage or Section 5.02 of the Loan Agreement unless an Event of Default had occurred under the Loan Agreement, Construction Loan Agreement, or the Mortgage and remains uncured at the time such prepayment is made.

9. The payments due under paragraph 1 hereof shall continue to be due and payable in full until the entire Principal Balance and accrued interest due on this Note have been paid regardless of any partial prepayment made hereunder.

10. As provided in the Resolution and subject to certain limitations set forth therein, this Note is transferable upon the books of the City at the office of the City Manager by the Holder in person or by his agent duly authorized in writing, at the Holder's expense, upon surrender hereof together with a written instrument of transfer satisfactory to the City Clerk duly executed by the Holder or his duly authorized agent. Upon such transfer the City Clerk will note the date of registration and the name and address of the new registered Holder in the registration blank appearing below. The City may deem and treat the person in whose name the Note is last registered upon the books of the City with such registration noted on the Note, as the absolute owner hereof, whether or not overdue, for the purpose of receiving payment of or on the account of the Principal Balance, redemption price or interest and for all other purposes, and all such payments so made to the Holder or upon his order shall be valid and effective to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid, and the City shall not be affected by any notice to the contrary.

11. This Note and interest hereon and any premium due hereunder are payable solely from the revenues and proceeds under the Loan Agreement pledged to the payment thereof pursuant to the Pledge Agreement, except as the same may otherwise be payable in accordance with, the Mortgage, the Guaranty and the Assignment of Rents and Leases, and do not constitute a debt of the City within the meaning of any constitutional or statutory limitation, are not payable from or a charge upon any funds other than the revenues and proceeds pledged to the payment thereof, and do not give rise to a pecuniary liability of the City or, to the extent permitted by law, of any of its officers, agents or employees, and no holder of this Note shall ever have the right to compel any exercise of the taxing power of the City to pay this Note or the interest thereon, or to enforce payment thereof against any property of the City, and this Note does not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City, and the agreement of the City to perform or cause the performance of the covenants and other provisions herein referred to shall be subject at all times to the availability of revenues or other funds furnished for such purpose in accordance with the Loan Agreement, sufficient to pay all costs of such performance or the enforcement thereof.

12. It is agreed that time is of the essence of this Note. If the City defaults in the payment when due of any installment of principal or interest or any premium or penalty due hereunder and if said default shall have continued for a period of ten (10) days, or if an Event of Default shall occur as set forth in the Mortgage, the Construction Loan Agreement or the Loan Agreement, then the Holder shall have the right and option to declare the Principal Balance, and accrued interest thereon, together with the premium, if any, payable under paragraph 8 hereof, immediately due and payable but solely from the sources specified in paragraph 11 hereof. Failure to exercise such option at any time shall not constitute a waiver of the right to exercise the same at any subsequent time.

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

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

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

IN WITNESS WHEREOF, the City has caused this note to be duly executed in its name by the manual signatures of the Mayor, City Clerk, and has caused the corporate seal to be affixed hereto, and has caused this note to be dated _____, 1982.

CITY OF MAPLEWOOD, MINNESOTA

/s/John Greavu
Mayor

Attest:

/s/ Lucille E. Aurelius
City Clerk

(SEAL)

4. Cancellation of Assessment *See Page 13a

Approved the cancellation of the assessment in the amount of \$309.17 for Diseased Tree Removal Improvement 80-6 for Frank Gincotta, Code No. 57 01710 020 67.

5. Tax Forfeited Property

Resolution No. 82-8-108

WHEREAS, the City of Maplewood has determined that the following described tax forfeited land is required for ponding purposes:

Subject to road and easements, the North One-half of vacated alley adjoining and Lot 1, Block 8, Smith and Taylor's Addition to North St. Paul (Code No. 57-68800-012-08)

NOW, THEREFORE, BE IT RESOLVED, that the proper City officials be and hereby are authorized to make an application for conveyance of said tax forfeited land for ponding purposes; and

BE IT FURTHER RESOLVED, that the City Clerk be and hereby is authorized to file a certified copy of this resolution and application for conveyance of said tax forfeited land in the Office of the Land Commissioner.

F. PUBLIC HEARINGS

1. Preliminary Approval - Industrial Revenue Note - Emerald Inn 7:00 P.M.

a. Mayor Greavu convened the meeting for a public hearing regarding the request of Emerald Inn (Judson Dayton, Duncan Dayton, Fred Chute, Dr. Edward Chute, David Chute and Arthur B. Johnson) for a \$1,500,000.00 Industrial Revenue Note to construct a 66 unit hotel to be located next to the Perkins Restaurant and fronting on County Road D. The Clerk stated the hearing notice was found to be in order and noted the dates of publication.

82 - 8 - 108A

WHEREAS, pursuant to resolution No. 81-7-143 of the City Council of Maplewood, Minnesota adopted July 16, 1982, the special assessments for the removal of Diseased Trees Improvement No. 80-6 were levied against the property described as 57 01710 020 67; and

WHEREAS, the above described assessment was levied in error and should be cancelled;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA that the assessment for Diseased Tree Improvement 80-6, in the amount of \$309.17 be, and the same hereby are, cancelled and that any payments made by the owner for this assessment will be refunded.

- b. Manager Evans presented the staff report.
- c. Mr. Fred Chute, representing Emerald Inn, spoke on behalf of the proposal.
- d. Mayor Greavu called for proponents. None were heard.
- e. Mayor Greavu called for opponents. None were heard.
- f. Mayor Greavu closed the public hearing.
- g. Mayor Greavu introduced the following resolution and moved its adoption:

82 - 8 - 109

**RESOLUTION RECITING A PROPOSAL FOR A
COMMERCIAL FACILITIES DEVELOPMENT PROJECT
GIVING PRELIMINARY APPROVAL TO THE PROJECT
PURSUANT TO THE MINNESOTA
MUNICIPAL INDUSTRIAL DEVELOPMENT ACT
AUTHORIZING THE SUBMISSION OF AN APPLICATION
FOR APPROVAL OF SAID PROJECT TO THE
COMMISSIONER OF ENERGY, PLANNING AND
DEVELOPMENT OF THE STATE OF MINNESOTA
AND AUTHORIZING THE PREPARATION OF
NECESSARY DOCUMENTS AND MATERIALS
IN CONNECTION WITH SAID PROJECT**

WHEREAS,

(a) The purpose of Chapter 474, Minnesota Statutes, known as the Minnesota Municipal Industrial Development Act (the "Act") as found and determined by the legislature is to promote the welfare of the state by the active attraction and encouragement and development of economically sound industry and commerce to prevent so far as possible the emergence of blighted and marginal lands and areas of chronic unemployment;

(b) Factors necessitating the active promotion and development of economically sound industry and commerce are the increasing concentration of population in the metropolitan areas and the rapidly rising increase in the amount and cost of governmental services required to meet the needs of the increased population and the need for development of land use which will provide an adequate tax base to finance these increased costs and access to employment opportunities for such population;

(c) The City Council of the City of Maplewood (the "City") has received from Judson Dayton, Duncan Dayton, Fred Chute, Dr. Edward Chute, David Chute and Arthur B. Johnson, who propose to form a corporation or partnership (the "Company") a proposal that the City undertake to finance a Project hereinafter described, through the issuance of revenue bonds in the form of a single debt instrument ("the Note") pursuant to the Act;

(d) The City desires to facilitate the selective development of the community, retain and improve the tax base and help to provide the range of services and employment opportunities required by the population; and the Project will assist the City in achieving those objectives. The Project will help to increase assessed valuation of the City and help maintain a positive relationship between assessed valuation and debt and enhance the image and reputation of the community;

(e) Company is currently engaged in the business of real estate development. The Project to be financed by the Note is an Emerald Inn hotel facility to be located in the City and consists of the acquisition of land and the construction of buildings and improvements thereon and the installation of equipment therein, and will result in the employment of 25 additional persons to work within the new facilities;

(f) The City has been advised by representatives of Company that conventional, commercial financing to pay the capital cost of the Project is available only on a limited basis and at such high costs of borrowing that the economic feasibility of operating the Project would be significantly reduced, but Company has also advised this Council that with the aid of municipal financing, and its resulting low borrowing cost, the Project is economically more feasible;

(g) Pursuant to a resolution of the City Council adopted on July 12, 1982, a public hearing on the Project was held on August 9, 1982, after notice was published, and materials made available for public inspection at the office of the City Clerk, all as required by Minnesota Statutes, Section 474.01, Subdivision 7b at which public hearing all those appearing who so desired to speak were heard;

(h) No public official of the City has either a direct or indirect financial interest in the Project nor will any public official either directly or indirectly benefit financially from the Project.

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

1. The Council hereby gives preliminary approval to the proposal of Company that the City undertake the Project pursuant to the Minnesota Municipal Industrial Development Act (Chapter 474, Minnesota Statutes), consisting of the acquisition, construction and equipping of facilities within the City pursuant to Company's specifications suitable for the operations described above and to a revenue agreement between the City and Company upon such terms and conditions with provisions for revision from time to time as necessary, so as to produce income and revenues sufficient to pay, when due, the

principal of and interest on the Note in the total principal amount of approximately \$1,500,000 to be issued pursuant to the Act to finance the acquisition, construction and equipping of the Project; and said agreement may also provide for the entire interest of Company therein to be mortgaged to the purchaser of the Note; and the City hereby undertakes preliminarily to issue its Note in accordance with such terms and conditions;

2. On the basis of information available to this Council it appears, and the Council hereby finds, that the Project constitutes properties, real and personal, used or useful in connection with one or more revenue producing enterprises engaged in any business within the meaning of Subdivision 1b of Section 474.02 of the Act; that the Project furthers the purposes stated in Section 474.01, Minnesota Statutes; that the availability of the financing under the Act and willingness of the City to furnish such financing will be a substantial inducement to Company to undertake the Project, and that the effect of the Project, if undertaken, will be to encourage the development of economically sound industry and commerce, to assist in the prevention of the emergence of blighted and marginal land, to help prevent chronic unemployment, to help the City retain and improve the tax base and to provide the range of service and employment opportunities required by the population, to help prevent the movement of talented and educated persons out of the state and to areas within the State where their services may not be as effectively used, to promote more intensive development and use of land within the City and eventually to increase the tax base of the community;

3. The Project is hereby given preliminary approval by the City subject to the approval of the Project by the Commissioner of Energy, Planning and Development (the "Commissioner"), and subject to final approval by this Council, Company, and the purchaser of the Note as to the ultimate details of the financing of the Project;

4. In accordance with Subdivision 7a of Section 474.01 Minnesota Statutes, the Mayor of the City is hereby authorized and directed to submit the proposal for the Project to the Commissioner requesting his approval, and other officers, employees and agents of the City are hereby authorized to provide the Commissioner with such preliminary information as he may require;

5. Company has agreed and it is hereby determined that any and all costs incurred by the City in connection with the financing of the Project whether or not the Project is carried to completion and whether or not approved by the Commissioner will be paid by Company;

6. Briggs and Morgan, Professional Association, acting as bond counsel, is authorized to assist in the preparation and review of necessary documents relating to the Project, to consult with the City Attorney, Company and the purchaser of the Note as to the maturities, interest rates and other terms and provisions of the Note and as to the covenants and other provisions of the necessary documents and to submit such documents to the Council for final approval;

7. Nothing in this resolution or in the documents prepared pursuant hereto shall authorize the expenditure of any municipal funds on the Project other than the revenues derived from the Project or otherwise granted to the City for this purpose. The Note shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property or funds of the City except the revenue and proceeds pledged to the payment thereof, nor shall the City be subject to any liability thereon. The holder of the Note shall never have the right to compel any exercise of the taxing power of the City to pay the outstanding principal on the Note or the interest thereon, or to enforce payment thereof against any property of the City. The Note shall recite in substance that the Note including interest thereon, is payable solely from the revenue and proceeds pledged to the payment thereof. The Note shall not constitute a debt of the City within the meaning of any constitutional or statutory limitation;

8. In anticipation of the approval by the Commissioner and the issuance of the Note to finance all or a portion of the Project, and in order that completion of the Project will not be unduly delayed when approved, Company is hereby authorized to make such expenditures and advances toward payment of that portion of the costs of the Project as Company considers necessary, including the use of interim, short-term financing, subject to reimbursement from the proceeds of the Note if and when delivered but otherwise without liability on the part of the City;

9. If construction of the Project is not started within one year from the date hereof, this resolution shall thereafter have no force and effect and the preliminary approval herein granted is withdrawn.

Adopted by the City Council of the City of Maplewood, Minnesota, this ____ day of _____, 1982.

Mayor

Attest:

City Clerk

Seconded by Councilmember Maida.

Ayes - all.

2. Preliminary Approval - Industrial Revenue Note - Health Resources - 7:15 P.M.
 - a. Mayor Greavu convened the meeting for a public hearing regarding the request of Health Resources, Inc. for a \$4,500,000.00 Industrial Revenue Note to construct an ambulatory care center and on the request of Health Resource Assistance Corporation to construct a medical office building project. The Clerk stated the hearing notice was in order and noted the dates of publication.
 - b. Manager Evans stated that since the adoption of the preliminary resolution Health Resources, Inc. has determined to combine the ambulatory care center and the medical office building into one facility and to change the ownership of the facility. Hazelwood Properties, Inc. will own the land and Maplewood Professional Limited Partnership will own the facility. (Hazelwood Properties, Inc. and Maplewood Professional Building Limited Partnership are related entities to Health Resources, Inc.) Because of these changes, Briggs and Morgan, bonding consultants, advised Health Resources that it was necessary to hold a rehearing on the project and to amend the preliminary resolutions that were adopted on January 21, 1982. Hazelwood Properties, Inc. and Maplewood Professional Building Limited Partnership are requesting final approval at this time.
 - c. Mr. Jerry Willcox, representing Health Resources spoke on behalf of the proposal.
 - d. Mayor Greavu called for proponents. None were heard.
 - e. Mayor Greavu called for opponents. None were heard.
 - f. Mayor Greavu closed the public hearing.
 - g. Councilmember Bastian introduced the following resolution and moved its adoption:

82 - 8 - 110

**AMENDED RESOLUTION RECITING A PROPOSAL FOR A
COMMERCIAL FACILITIES DEVELOPMENT PROJECT
GIVING PRELIMINARY APPROVAL TO THE PROJECT
PURSUANT TO THE MINNESOTA
MUNICIPAL INDUSTRIAL DEVELOPMENT ACT
AUTHORIZING THE SUBMISSION OF AN APPLICATION
FOR APPROVAL OF SAID PROJECT TO THE
COMMISSIONER OF SECURITIES
OF THE STATE OF MINNESOTA
AND AUTHORIZING THE PREPARATION OF
NECESSARY DOCUMENTS AND MATERIALS
IN CONNECTION WITH SAID PROJECT**

WHEREAS,

(a) The purpose of Chapter 474, Minnesota Statutes, known as the Minnesota Municipal Industrial Development Act (the "Act") as found and determined by the legislature is to promote the welfare of the state by the active attraction and encouragement and development of economically sound industry and commerce to prevent so far as possible the emergence of blighted and marginal lands and areas of chronic unemployment;

(b) Factors necessitating the active promotion and development of economically sound industry and commerce are the increasing concentration of population in the metropolitan areas and the rapidly rising increase in the amount and cost of governmental services required to meet the needs of the increased population and the need for development of land use which will provide an adequate tax base to finance these increased costs and access to employment opportunities for such population;

(c) The City Council on January 21, 1982 held a public hearing on the proposal of Health Resources Assistance Corporation and Health Resource Center, Inc., related corporations, that the City assist in financing a medical office building and an ambulatory care and related health care center through the issuance of a Revenue Bond or Bonds or a Revenue Note or Notes hereinafter referred to in this resolution as "Revenue Bonds" pursuant to the Act;

(d) It is now proposed that the medical office building and ambulatory care center be housed in one facility and that Hazelwood Properties, Inc. and Maplewood Professional Building Limited Partnership (the "Company"), related entities to the original applicants, undertake the project.

(e) The City desires to facilitate the selective development of the community, retain and improve the tax base and help to provide the range of services and employment opportunities required by the population; and the project will assist the City in achieving those objectives. The project will help to increase assessed valuation of the City and help maintain a positive relationship between assessed valuation and debt and enhance the image and reputation of the community;

(f) Company is currently engaged in the business of health care services. The project to be financed by the Revenue Bonds is a medical office building and an ambulatory care center including a pharmacy, ambulatory surgery, physical medicine, urgent care and laboratory and other related support facilities (the "Project") to be located in the City and consists of the acquisition of land and the construction of buildings and improvements thereon and the installation of equipment therein, and will result in the employment of 90 additional persons to work within the new facilities;

(g) The City has been advised by representatives of Company that conventional, commercial financing to pay the capital cost of the Project is available only on a limited basis and at such high costs of borrowing that the economic feasibility of operating the Project would be significantly reduced, but Company has also advised this Council that with the aid of municipal financing, and its resulting low borrowing cost, the Project is economically more feasible;

(h) Pursuant to a resolution of the City Council adopted on January 17, 1982, a public hearing on the Project was held on January 21, 1982 and a rehearing held on August 9, 1982, after notice was published, and materials made available for public inspection at the City Hall, all as required by Minnesota Statutes, Section 474.01, Subdivision 7b at which public hearing all those appearing who so desired to speak were heard;

(i) No public official of the City has either a direct or indirect financial interest in the Project nor will any public official either directly or indirectly benefit financially from the Project;

(j) The preliminary resolutions adopted on January 21, 1982 for the ambulatory care center and the medical office building are hereby amended and this resolution which follows is meant to be substituted in its entirety for the preliminary resolutions adopted on January 21, 1982.

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

1. The Council hereby gives preliminary approval to the proposal of Company that the City undertake the Project pursuant to the Minnesota Municipal Industrial Development Act (Chapter 474, Minnesota Statutes), consisting of the acquisition, construction and equipping of facilities within the City pursuant to Company's specifications suitable for the operations described above and to a revenue agreement between the City and Company upon such terms and conditions with provisions for revision from time to time as necessary, so as to produce income and revenues sufficient to pay, when due, the principal of and interest on the Revenue Bonds in the total principal amount of approximately \$4,500,000 to be issued pursuant to the Act to finance the acquisition, construction and equipping of the Project; and said agreement may also provide for the entire interest of Company therein to be mortgaged to the purchaser of the Revenue Bonds; and the City hereby undertakes preliminarily to issue its Revenue Bonds in accordance with such terms and conditions;

2. On the basis of information available to this Council it appears, and the Council hereby finds, that the Project constitutes properties, real and personal, used or useful in connection with one or more revenue producing enterprises engaged in any business within the meaning of Subdivision 1a of Section 474.02 of the Act; that the Project furthers the purposes stated in Section 474.01, Minnesota Statutes; that the availability of the financing under the Act and willingness of the City to furnish such financing will be a substantial inducement to Company to undertake the Project, and that the effect of the Project, if undertaken, will be to encourage the development of economically sound industry and commerce, to assist in the prevention of the emergence of blighted and

marginal land, to help prevent chronic unemployment, to help the City retain and improve the tax base and to provide the range of service and employment opportunities required by the population, to help prevent the movement of talented and educated persons out of the state and to areas within the State where their services may not be as effectively used, to promote more intensive development and use of land within the City and eventually to increase the tax base of the community;

3. The Project is hereby given preliminary approval by the City subject to the approval of the Project by the Commissioner of Securities and Real Estate, and subject to final approval by this Council, Company, and the purchaser of the Revenue Bonds as to the ultimate details of the financing of the Project;

4. In accordance with Subdivision 7a of Section 474.01 Minnesota Statutes, the Mayor of the City is hereby authorized and directed to submit the proposal for the Project to the Commissioner of Securities and Real Estate, requesting her approval, and other officers, employees and agents of the City are hereby authorized to provide the Commissioner with such preliminary information as she may require;

5. Company has agreed and it is hereby determined that any and all costs incurred by the City in connection with the financing of the Project whether or not the Project is carried to completion and whether or not approved by the Commissioner will be paid by Company;

6. Briggs and Morgan, Professional Association, acting as bond counsel and First Corporate Services acting as investment banker are authorized to assist in the preparation and review of necessary documents relating to the Project, to consult with the City Attorney, Company and the purchaser of the Revenue Bonds as to the maturities, interest rates and other terms and provisions of the Revenue Bonds and as to the covenants and other provisions of the necessary documents and to submit such documents to the Council for final approval;

7. Nothing in this resolution or in the documents prepared pursuant hereto shall authorize the expenditure of any municipal funds on the Project other than the revenues derived from the Project or otherwise granted to the City for this purpose. The Revenue Bonds shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property or funds of the City except the revenue and proceeds pledged to the payment thereof, nor shall the City be subject to any liability thereon. The holder of the Revenue Bonds shall never have the

right to compel any exercise of the taxing power of the City to pay the outstanding principal on the Revenue Bonds or the interest thereon, or to enforce payment thereof against any property of the City. The Revenue Bonds shall recite in substance that the Revenue Bonds, including interest thereon, is payable solely from the revenue and proceeds pledged to the payment thereof. The Revenue Bonds shall not constitute a debt of the City within the meaning of any constitutional or statutory limitation;

8. In anticipation of the approval by the Commissioner of Energy, Planning and Development and the issuance of the Revenue Bonds to finance all or a portion of the Project, and in order that completion of the Project will not be unduly delayed when approved, Company is hereby authorized to make such expenditures and advances toward payment of that portion of the costs of the Project to be financed from the proceeds of the Revenue Bonds as Company considers necessary, including the use of interim, short-term financing, subject to reimbursement from the proceeds of the Revenue Bonds if and when delivered but otherwise without liability on the part of the City;

9. If construction of the Project is not started within one year from the date hereof, this resolution shall thereafter have no force and effect and the preliminary approval herein granted is withdrawn.

Adopted by the City Council of the City of Maplewood, Minnesota, this ____ day of _____, 1982.

Mayor

Attest:

City Clerk

Seconded by Councilmember Juker.

Ayes - all.

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

82 - 8 - 111

RESOLVED by the City Council of the City of Maplewood, as follows:

ARTICLE ONE

DEFINITIONS, LEGAL AUTHORIZATION AND FINDINGS

1-1. Definitions.

The terms used herein, unless the context hereof shall require otherwise shall have the following meanings, and any other terms defined in the Loan Agreement shall have the same meanings when used herein as assigned to them in the Loan Agreement unless the context or use thereof indicates another or different meaning or intent.

Act: the Minnesota Municipal Industrial Development Act, Minnesota Statutes, Chapter 474, as amended;

Assignment of Rents and Leases: the agreement to be executed by the Borrower assigning all the rents, issues and profits derived from the Project to the Lender to secure the repayment of the Note and interest thereon;

Bond Counsel: the firm of Briggs and Morgan, Professional Association, of St. Paul and Minneapolis, Minnesota, or any other firm of nationally recognized bond counsel, and any opinion of Bond Counsel shall be a written opinion signed by such Bond Counsel;

Borrower: Maplewood Professional Building Limited Partnership, a Minnesota limited partnership, its successors, assigns, and any surviving, resulting or transferee business entity which may assume its obligations under the Loan Agreement;

City: the City of Maplewood, Minnesota, its successors and assigns;

Construction Fund: the fund established by the City pursuant to this Resolution and into the Proceeds Account of the Construction Fund the proceeds of the Note and the Series B Note will be deposited;

Construction Loan Agreement: the agreement to be executed by the City, the Borrower, the Lessor and the Lender, relating to the disbursement and payment of Project Costs for the acquisition, construction and installation of the Project;

Ground Lease: the lease of the Land between Hazelwood Properties, Inc., as lessor and the Borrower, as lessee executed on _____ and evidenced by a Short Form Lease filed _____ as Document No. _____;

Guarantors: Health Resources, Inc. and St. John's Lutheran Hospital Association;

Guaranty: collectively, the Guaranties of the Performance of the Leases to be executed by the Guarantors as of the date of this Agreement;

Improvements: the structures and other improvements, including any tangible personal property, to be constructed or installed by the Borrower on the Land in accordance with the Plans and Specifications;

Land: the real property and any other easements and rights described in Exhibit A attached to the Loan Agreement;

Lender: First National Bank of Minneapolis, in Minneapolis, Minnesota, its successors and assigns;

Lessor: Hazelwood Properties, Inc. and its successors and assigns under the Ground Lease;

Loan Agreement: the agreement to be executed by the City and the Borrower, providing for the issuance of the Note and the loan of the proceeds thereof to the Borrower, including any amendments or supplements thereto made in accordance with its provisions;

Mortgage: the Combination Mortgage, Security Agreement and Fixture Financing Statement between the Borrower and the Lessor as mortgagors, to the Lender, as mortgagee, securing payment of the Note and the Series B Note and interest thereon including any mortgage supplemental thereto entered into in accordance with the provisions thereof;

Note: the \$ _____ Commercial Development Revenue Note of 1982, (Maplewood Professional Building Limited Partnership Project) to be issued by the City pursuant to this Resolution;

Note Register: the records kept by the City Clerk to provide for the registration of transfer of ownership of the Note;

Plans and Specifications: the plans and specifications for the construction and installation of the Improvements on the Land, which are approved by the Lender, together with such modifications thereof and additions thereto as are reasonably determined by the Borrower to be necessary or desirable for the completion of the Improvements and are approved by the Lender;

Pledge Agreement: the Pledge Agreement to be executed by the City and the Lender pleding and assigning the Loan Agreement to the Lender;

Principal Balance: so much of the principal sum on the Note as remains unpaid at any time;

Project: the Land and Improvements as they may at any time exist;

Project Costs: the total of all "Construction Costs" and "Loan and Carrying Charges," as those terms are defined in the Loan Agreement;

Resolution: this Resolution of the City adopted August 9, 1982, authorizing the issuance of the Note, together with any supplement or amendment thereto;

Series B Loan Agreement: the agreement to be executed by the City and the Lessor, providing for the issuance of the Series B Note and the loan of the proceeds thereof to the Lessor, including any amendments or supplements thereto made in accordance with its provisions;

Series B Note: the \$ _____ Commercial Development Revenue Note (Hazelwood Properties, Inc. Project) to be issued by the City pursuant to the Resolution;

Series B Pledge Agreement: the agreement to be executed by the City and the Lender pledging and assigning the Series B Loan Agreement to the Lender.

All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and subdivisions of this resolution as originally adopted. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Resolution as a whole not to any particular Article, Section or subdivision.

1-2. Legal Authorization.

The City is a political subdivision of the State of Minnesota and is authorized under the Act to initiate the revenue producing project herein referred to, and to issue and sell the Note for the purpose, in the manner and upon the terms and conditions set forth in the Act and in this Resolution.

1-3. Findings.

The City Council has heretofore determined, and does hereby determine, as follows:

(1) The City is authorized by the Act to enter into a Loan Agreement for the public purposes expressed in the Act;

(2) The City has made the necessary arrangements with the Borrower for the establishment within the City of a Project consisting of certain property all as more fully described in the Loan Agreement and which will be of the character and accomplish the purposes provided by the Act, and the City has by this Resolution authorized the Project and the execution of the Loan Agreement, the Pledge Agreement, the Note and the Construction Loan Agreement, which documents specify certain terms and conditions of the acquisition and financing the Project;

(3) in authorizing the Project the City's purpose is, and in its judgment the effect thereof will be, to promote the public welfare by: the attraction, encouragement and development of economically sound industry and commerce so as to prevent, so far as possible, the emergence of blighted and marginal lands and areas of chronic unemployment; the development of revenue-producing enterprises to use the available resources of the community, in order to retain the benefit of the community's existing investment in educational and public service facilities; helping to provide necessary health care facilities (to the end that adequate health care services be made

available to patients at reasonable cost) the halting of the movement of talented, educated personnel of all ages to other areas and thus preserving the economic and human resources needed as a base for providing governmental services and facilities; the provision of accessible employment opportunities for residents in the area; the expansion of an adequate tax base to finance the increase in the amount and cost of governmental services, including educational services for the school district serving the community in which the Project is situated;

(4) the amount estimated to be necessary to partially finance the Project Costs, including the costs and estimated costs permitted by Section 474.05 of the Act, will require the issuance of the Note in the aggregate principal amount of \$3,000,000 as hereinafter provided;

(5) it is desirable, feasible and consistent with the objects and purposes of the Act to issue the Note, for the purpose of financing the Improvements;

(6) the Note and the interest accruing thereon do not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation and do not constitute or give rise to a pecuniary liability or a charge against the general credit or taxing powers of the City and neither the full faith and credit nor the taxing powers of the City are pledged for the payment of the Note or interest thereon; and

(7) the Note is an industrial development bond within the meaning of Section 103(b) of the Internal Revenue Code and is to be issued within the exemption provided under subparagraph (D) of Section 103(b)(6) of the Code with respect to an issue of \$10,000,000 or less; provided that nothing herein shall prevent the City from hereafter qualifying the Note under a different exemption if, and to the extent, such exemption is permitted by law and consistent with the objects and purposes of the Project.

1-4. Authorization and Ratification of Project.

The City has heretofore and does hereby authorize the Borrower, in accordance with the provisions of Section 474.03(7) of the Act and subject to the terms and conditions set forth in the Construction Loan Agreement, to provide for the acquisition, construction and installation of the Improvements by such means as shall be available to the

Borrower and in the manner determined by the Borrower, and without advertisement for bids as may be required for the construction and acquisition of municipal facilities; and the City hereby ratifies, affirms, and approves all actions heretofore taken by the Borrower consistent with and in anticipation of such authority and in compliance with the Plans and Specifications.

ARTICLE TWO

NOTE

2-1. Authorized Amount and Form of Note.

The Note issued pursuant to this Resolution shall be in substantially the form set forth herein, with such appropriate variations, omissions and insertions as are permitted or required by this Resolution, and in accordance with the further provisions hereof; and the total principal amount of the Note that may be outstanding hereunder is expressly limited to \$ _____ unless a duplicate Note is issued pursuant to Section 2-6. The Note shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF MAPLEWOOD

Commercial Development Revenue Note of 1982
(Maplewood Professional Building Limited Partnership Project)

\$ _____

FOR VALUE RECEIVED the CITY OF MAPLEWOOD, Ramsey County, Minnesota (the "City"), hereby promises to pay the First National Bank of Minneapolis (the "Lender"), its successors or registered assigns (the Lender and any such successor or registered assignee being also sometimes hereinafter referred to as the "Holder"), from the source and in the manner hereinafter provided, the principal sum of _____ DOLLARS (\$ _____) or so much thereof as remains unpaid from time to time (the "Principal Balance"), with interest thereon at the rates specified in paragraphs 1(a) and 1(b) hereof (the "Tax Exempt Rates") or at such higher rate as provided in paragraph 1(c) hereof (the "Taxable Rate"), in any coin or currency which at the time or times of payment is legal tender for the payment of public or private debts in the United States of America, in accordance with the terms hereinafter set forth.

1. (a) From and after the date hereof through and including _____, 19__, interest only shall be paid at the rate of _____% per annum. Interest shall accrue from the date hereof and shall be payable on the first day of the calendar month next succeeding the date hereof and on the first day of each and every month thereafter through and including _____, 19__.

(b) Commencing on _____, 19__ and on the first day of each calendar month thereafter, the Principal Balance shall be amortized in equal consecutive monthly installments of principal and interest the amount of each of which is to be calculated on an assumed _____-year amortization with interest from _____, 19__ at the rate of 13% per annum and a final installment on August 1, 1992 (the "Final Maturity Date") which shall be equal to the unpaid Principal Balance and accrued interest thereon. Any payment shall be applied first to accrued interest and thereafter to reduction of the Principal Balance.

(c)(i) In the event that the interest on this Note shall become subject to federal income taxation pursuant to a Determination of Taxability (as hereinafter defined), the interest rate on this Note shall be increased, retroactively effective from and after the Date of Taxability (as hereinafter defined) to _____ % per annum (the "Taxable Rate"), provided, however, that in no event shall the Taxable Rate for any period be less than the Tax Exempt Rate otherwise in effect for the same period. The City shall immediately upon demand pay to the Holder and to each prior Holder affected by such Determination of Taxability an amount equal to the amount by which the interest accrued retroactively at such increased rate from the Date of Taxability to the date of payment exceeds the amount of interest actually accrued and paid to the Holder and any such prior Holder during said period. (Such obligation of the City shall survive the payment in full of the principal amount of this Note). Commencing on the first day of the month next following the date of payment of such additional interest and continuing on the first day of each month thereafter (unless the Holder shall accelerate the maturity of the Note pursuant to clause (ii) of this paragraph (c)), this Note shall be payable as follows:

- (A) if amortization of the Principal Balance had not theretofore commenced under paragraph (b) hereof, the monthly payments of interest only hereunder shall be increased to reflect the accrual of interest at the Taxable Rate and the monthly installments of principal and interest payable commencing with the _____, 19__ payment shall be recomputed on the basis of the Taxable Rate on an assumed _____ year amortization; or
- (B) if amortization of the Principal Balance had theretofore commenced under paragraph (b) hereof, the monthly installments of principal and interest payable commencing with the next succeeding payment shall be recomputed on the basis of the Taxable Rate and amortization over the remaining portion of the original assumed amortization.

(ii) Upon a Determination of Taxability, the Holder may declare the entire Principal Balance of this Note together with accrued interest thereon at such retroactively increased Taxable Rate to be immediately due and payable, plus the prepayment premium, calculated in accordance with paragraph 8 hereof.

(iii) The Holder shall give notice, as soon as practicable, to the Borrower of any Notice of Taxability, as hereinafter defined, received by the Holder and permit the Borrower to contest, litigate or appeal the same at its sole expense. In the event any such contest, litigation or appeal is undertaken, the increased interest provided in paragraph (b)(i) shall, nevertheless, be payable to the Holder and shall be held by the Holder in escrow (without paying interest thereon) pending final disposition of such contest, litigation or appeal, provided that the Borrower shall indemnify and hold harmless the Holder and each prior Holder from any and all penalties, interest or other liabilities which they may incur on account of such contest, litigation or appeal.

(iv) The terms "Determination of Taxability," "Date of Taxability" and "Notice of Taxability" shall have the meanings ascribed to such terms in the Loan Agreement, dated the date hereof (the "Loan Agreement"), between the City and Maplewood Professional Building Limited Partnership (the "Borrower").

2. In any event, the payments hereunder shall be sufficient to pay all principal and interest due, as such principal and interest becomes due, and to pay any premium or penalty, at maturity, upon redemption, or otherwise. Interest shall be computed on the basis of a 360 day year, but charged for the actual number of days principal is unpaid.

3. Principal and interest and any premium due hereunder shall be payable at the principal office of the Lender, or at such other place as the Holder may designate in writing.

4. This Note is issued by the City to provide funds for a Project, as defined in Section 474.02, Subdivisions 1a, Minnesota Statutes, consisting of the construction and equipping of a combination medical office facility, ambulatory care facility and related health care facilities, pursuant to the Loan Agreement, and this Note is further issued pursuant to and in full compliance with the Constitution and laws of the State of Minnesota, particularly Chapter 474, Minnesota Statutes, and pursuant to a resolution of the City Council duly adopted on August 9, 1982 (the "Resolution").

5. This Note and that certain \$ _____ Commercial Development Revenue Note of 1982 (Maplewood Professional Building Limited Partnership Project) (the "Series B Note") are secured by two Pledge Agreements of even date herewith by the City to the Lender (collectively, the "Pledge Agreements"), a Combination Mortgage, Security Agreement and Fixture Financing Statement, of even date herewith between the Borrower and Hazelwood Properties, Inc. (the "Lessor") under that certain ground lease between the Lessor and the Borrower, as tenant, as mortgagors, and the Lender as mortgagee (the "Mortgage") by an Assignment of Rents and Leases, of even date herewith, from the Borrower to the Lender (the "Assignment of Rents and Leases") and two Guaranties of Performance of Lease from Health Resources, Inc. and St. John's Lutheran Hospital Association, respectively, to the Lender (the "Guaranty"). The proceeds of this Note shall be placed in the Proceeds Account of the Construction Fund established pursuant to a resolution adopted August 9, 1982 by the City and the Construction Loan Agreement (hereinafter referred to) and disbursement of the proceeds of this Note from the Construction Fund is subject to the terms and conditions of a Construction Loan Agreement of even date herewith among the Lender, the City, the Lessor and the Borrower (the "Construction Loan Agreement").

6. The Holder may extend the times of payments of interest and/or principal of or any penalty or premium due on this Note, including the date of the Final Maturity Date, to the extent permitted by law, without notice to or consent of any party liable hereon and without releasing any such party. However, in no event may the Final Maturity Date be extended beyond thirty (30) years from the date hereof.

7. The Borrower may prepay the Principal Balance in whole or in part in increments of \$100,000 on the first day of any month upon at least 30 days advance written notice to the Holder (or such lesser period of notice as the Holder may approve) and upon payment of an amount equal to the principal amount being so prepaid, plus accrued interest hereon to the date of prepayment, plus the prepayment premium calculated in accordance with paragraph 8 hereof. This Note is also subject to mandatory prepayment in whole or in part pursuant to Section 2.1 of the Construction Loan Agreement in the amount of any sums remaining in the Proceeds Account of the Construction Fund at the Completion Date (as such terms are defined in the Construction Loan Agreement), in which event a prepayment premium shall also be payable in accordance with paragraph 8 hereof, and the time of such prepayment may not be extended pursuant to paragraph 6 hereof. Upon the occurrence of certain "Events of Default" under the Construction Loan Agreement and/or under the Mortgage, and as provided in paragraph 12 hereof, the Holder may declare the Principal Balance and accrued interest on this Note and the Series B Note, to be immediately due and payable (any such action and any similar action pursuant to paragraph 1(c)(ii) hereof being hereinafter referred to as an "acceleration" of this Note), in which event a prepayment premium shall also be payable in accordance with paragraph 8 hereof.

Upon the occurrence of certain events of damage, destruction or condemnation, the Holder may, as provided in the Mortgage, apply the net proceeds of any insurance or condemnation award to the prepayment, in whole or in part, of the Principal Balance in which event a prepayment premium may be payable in accordance with paragraph 8 hereof.

8. If at the time of any prepayment or acceleration of this Note, the yield on U.S. Treasury securities (as published by the Federal Reserve Bank of New York) having a maturity date closest to the Final Maturity Date (the "Government Yield"), as determined by the Holder as of the date of prepayment or acceleration, is less than _____%, the Borrower shall pay a premium calculated as follows: (a) the amount of principal so prepaid shall be multiplied by (i) the amount by which _____% exceeds the Government Yield as of the date of prepayment or acceleration, times (ii) a fraction, the numerator of which is the number of days remaining to the Final Maturity Date and the denominator of which is 360, (b) the resulting product shall then be divided by the number of whole months then remaining to the Final Maturity Date yielding a quotient (the "Quotient"), (c) the amount of the prepayment premium payable under this paragraph shall be the present value on the date of prepayment or acceleration (using the Government Yield as of the date of prepayment or acceleration as the discount factor) of a stream of equal monthly payments in number equal to the number of whole months remaining to the Final Maturity Date, with the amount of each such hypothetical monthly payment equal to the Quotient and with the first payment payable on the date of prepayment or acceleration notwithstanding the foregoing, no such prepayment premium shall be payable with respect to a prepayment made at the option of the Holder pursuant to Article Five of the Mortgage or Section 5.02 of the Loan Agreement unless an Event of Default had occurred under the Loan Agreement or the Mortgage and remains uncured at the time such prepayment is made.

9. The payments due under paragraph 1 hereof shall continue to be due and payable in full until the entire Principal Balance and accrued interest due on this Note have been paid regardless of any partial prepayment made hereunder.

10. As provided in the Resolution and subject to certain limitations set forth therein, this Note is transferable upon the books of the City at the office of the City Manager by the Holder in person or by his agent duly authorized in writing, at the Holder's expense, upon surrender hereof together with a written instrument of transfer satisfactory to the City Clerk duly executed by the Holder or his duly authorized agent. Upon such transfer the City Clerk will note the date of registration and the name and address of the new registered Holder in the registration blank appearing below. The City may deem and treat the person in whose name the Note is last registered upon the books of the City with such registration noted on the Note, as the absolute owner hereof, whether or not overdue, for the purpose of receiving payment of

or on the account of the Principal Balance, redemption price or interest and for all other purposes, and all such payments so made to the Holder or upon his order shall be valid and effective to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid, and the City shall not be affected by any notice to the contrary.

11. This Note and interest hereon and any premium due hereunder are payable solely from the revenues and proceeds under the Loan Agreement pledged to the payment thereof pursuant to the Pledge Agreement, except as the same may otherwise be payable in accordance with, the Mortgage, the Guaranty and the Assignment of Rents and Leases, and do not constitute a debt of the City within the meaning of any constitutional or statutory limitation, are not payable from or a charge upon any funds other than the revenues and proceeds pledged to the payment thereof, and do not give rise to a pecuniary liability of the City or, to the extent permitted by law, of any of its officers, agents or employees, and no holder of this Note shall ever have the right to compel any exercise of the taxing power of the City to pay this Note or the interest thereon, or to enforce payment thereof against any property of the City, and this Note does not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City, and the agreement of the City to perform or cause the performance of the covenants and other provisions herein referred to shall be subject at all times to the availability of revenues or other funds furnished for such purpose in accordance with the Loan Agreement, sufficient to pay all costs of such performance or the enforcement thereof.

12. It is agreed that time is of the essence of this Note. If the City defaults in the payment when due of any installment of principal or interest or any premium or penalty due hereunder or the Series B Note and if said default shall have continued for a period of five (5) days, or if an Event of Default shall occur as set forth in the Mortgage, the Construction Loan Agreement or the Loan Agreement, then the Holder shall have the right and option to declare the Principal Balance, and accrued interest thereon, together with the premium specified in paragraph 8 hereof, immediately due and payable but solely from the sources specified in paragraph 11 hereof. Failure to exercise such option at any time shall not constitute a waiver of the right to exercise the same at any subsequent time.

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

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

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

IN WITNESS WHEREOF, the City has caused this Note to be duly executed in its name by the manual signatures of the Mayor, City Clerk, and has caused the corporate seal to be affixed hereto, and has caused this Note to be dated _____, 1982.

CITY OF MAPLEWOOD, MINNESOTA

Mayor

ATTEST:

City Clerk

(SEAL)

Seconded by Councilmember Juker. Ayes - all.

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

82 - 8 - 112

RESOLVED by the City Council of the City of Maplewood, as follows:

ARTICLE ONE

DEFINITIONS, LEGAL AUTHORIZATION AND FINDINGS

1-1. Definitions.

The terms used herein, unless the context hereof shall require otherwise shall have the following meanings, and any other terms defined in the Loan Agreement shall have the same meanings when used herein as assigned to them in the Loan Agreement unless the context or use thereof indicates another or different meaning or intent.

Act: the Minnesota Municipal Industrial Development Act, Minnesota Statutes, Chapter 474, as amended;

Assignment of Rents and Leases: the agreement to be executed by the Tenant assigning all the rents, issues and profits derived from the Project to the Lender to secure the repayment of the Note and interest thereon;

Bond Counsel: the firm of Briggs and Morgan, Professional Association, of St. Paul and Minneapolis, Minnesota, or any other firm of nationally recognized bond counsel, and any opinion of Bond Counsel shall be a written opinion signed by such Bond Counsel;

Borrower: Hazelwood Properties, Inc., a Minnesota general partnership, its successors, assigns, and any surviving, resulting or transferee business entity which may assume its obligations under the Loan Agreement;

City: the City of Maplewood, Minnesota, its successors and assigns;

Construction Fund: the fund established by the City pursuant to the Resolution adopted August 9 authorizing the issuance of the Series B Note and into the Proceeds Account of the Construction Fund the proceeds of the Note and the Series B Note will be deposited;

Construction Loan Agreement: the agreement to be executed by the City, the Borrower, the Tenant and the Lender, relating to the disbursement and payment of Project Costs for the acquisition, construction and installation of the Project;

Ground Lease: the Lease of the Land between the Borrower as Lessor and the Tenant as lessee executed on _____ and evidenced of record by a Short Form Lease filed _____ as Document No. _____;

Guarantors: Health Resources Inc. and St. John's Lutheran Hospital Association;

Guaranty: collectively, the Guaranties of the Performance of the Leases to be executed by the Guarantors as of the date of this Agreement;

Land: the real property and any other easements and rights described in Exhibit A attached to the Loan Agreement;

Lender: First National Bank of Minneapolis, in Minneapolis, Minnesota, its successors and assigns;

Loan Agreement: the agreement to be executed by the City and the Borrower, providing for the issuance of the Note and the loan of the proceeds thereof to the Borrower, including any amendments or supplements thereto made in accordance with its provisions;

Mortgage: the Combination Mortgage, Security Agreement and Fixture Financing Statement between the Borrower and the Tenant, as mortgagors, to the Lender, as mortgagee, securing payment of the Note and the Series B Note and interest thereon including any mortgage supplemental thereto entered into in accordance with the provisions thereof;

Note: the \$ _____ Commercial Development Revenue Note of 1982, (Hazelwood Properties, Inc. Project) to be issued by the City pursuant to this Resolution;

Note Register: the records kept by the City Clerk to provide for the registration of transfer of ownership of the Note;

Pledge Agreement: the Pledge Agreement to be executed by the City and the Lender pledging and assigning the Loan Agreement to the Lender;

Principal Balance: so much of the principal sum on the Note as remains unpaid at any time;

Project: the Land and Improvements as they may at any time exist;

Project Costs: the total of all "Construction Costs" as that term is defined in the Loan Agreement;

Resolution: this Resolution of the City adopted August 9, 1982, authorizing the issuance of the Note, together with any supplement or amendment thereto;

Series B Loan Agreement: the agreement to be executed by the City and the Tenant, providing for the issuance of the Series B Note and the loan of the proceeds thereof to the Tenant, including any amendments or supplements thereto made in accordance with its provisions;

Series B Note: the \$ _____ Commercial Development Revenue Note of 1982 (Maplewood Professional Building Limited Partnership Project) to be issued by the City pursuant to the Resolution);

Series B Pledge Agreement: the agreement to be executed by the City and the Lender pledging and assigning the Series B Loan Agreement to the Lender;

Tenant: Maplewood Professional Building Limited Partnership and its successors and assigns under the Ground Lease.

All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and subdivisions of this resolution as originally adopted. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Resolution as a whole not to any particular Article, Section or subdivision.

1-2. Legal Authorization.

The City is a political subdivision of the State of Minnesota and is authorized under the Act to initiate the revenue producing project herein referred to, and to issue and sell the Note for the purpose, in the manner and upon the terms and conditions set forth in the Act and in this Resolution.

1-3. Findings.

The City Council has heretofore determined, and does hereby determine, as follows:

(1) The City is authorized by the Act to enter into a Loan Agreement for the public purposes expressed in the Act;

(2) The City has made the necessary arrangements with the Borrower for the acquisition of the Land all as more fully described in the Loan Agreement and which will be of the character and accomplish the purposes provided by the Act, and the City has by this Resolution authorized the Project and the execution of the Loan Agreement, the Pledge Agreement, the Note and the Construction Loan Agreement, which documents specify certain terms and conditions of the acquisition and financing the Project;

(3) in authorizing the Project the City's purpose is, and in its judgment the effect thereof will be, to promote the public welfare by: the attraction, encouragement and development of economically sound industry and commerce so as to prevent, so far as possible, the emergence of blighted and marginal lands and areas of chronic unemployment; the development of revenue-producing enterprises to use the available resources of the community, in order to retain the benefit of the community's existing investment in educational and public service facilities; helping to provide necessary health care facilities (to the end that adequate health care services be made available to patients at reasonable costs), the halting of the movement of talented, educated personnel of all ages to other areas and thus preserving the economic and human resources needed as a base for providing governmental services and facilities; the provision of accessible employment opportunities for residents in the area; the expansion of an adequate tax base to finance the increase in the amount and cost of governmental services, including educational services for the school district serving the community in which the Project is situated;

(4) the amount estimated to be necessary to partially finance the Project Costs, including the costs and estimated costs permitted by Section 474.05 of the Act, will require the issuance of the Note in the aggregate principal amount of \$ _____ as hereinafter provided;

(5) it is desirable, feasible and consistent with the objects and purposes of the Act to issue the Note, for the purpose of financing the Land;

(6) the Note and the interest accruing thereon do not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation and do not constitute or give rise to a pecuniary liability or a charge against the general credit or taxing powers of the City and neither the full faith and credit nor the taxing powers of the City are pledged for the payment of the Note or interest thereon; and

(7) the Note is an industrial development bond within the meaning of Section 103(b) of the Internal Revenue Code and is to be issued within the exemption provided under subparagraph (D) of Section 103(b)(6) of the Code with respect to an issue of \$10,000,000 or less; provided that nothing herein shall prevent the City from hereafter qualifying the Note under a different exemption if, and to the extent, such exemption is permitted by law and consistent with the objects and purposes of the Project.

1-4. Authorization and Ratification of Project.
Intentionally Omitted.

ARTICLE TWO

NOTE

2-1. Authorized Amount and Form of Note.

The Note issued pursuant to this Resolution shall be in substantially the form set forth herein, with such appropriate variations, omissions and insertions as are permitted or required by this Resolution, and in accordance with the further provisions hereof; and the total principal amount of the Note that may be outstanding hereunder is expressly limited to \$ _____ unless a duplicate Note is issued pursuant to Section 2-6. The Note shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF MAPLEWOOD

Commercial Development Revenue Note of 1982
(Hazelwood Properties, Inc. Project)

\$ _____

FOR VALUE RECEIVED the CITY OF MAPLEWOOD, Ramsey County, Minnesota (the "City"), hereby promises to pay the First National Bank of Minneapolis (the "Lender"), its successors or registered assigns (the Lender and any such successor or registered assignee being also sometimes hereinafter referred to as the "Holder"), from the source and in the manner hereinafter provided, the principal sum of _____ DOLLARS (\$ _____) or so much thereof as remains unpaid from time to time (the "Principal Balance"), with interest thereon at the rates specified in paragraphs 1(a) and 1(b) hereof (the "Tax Exempt Rates") or at such higher rate as provided in paragraph 1(c) hereof (the "Taxable Rate"), in any coin or currency which at the time or times of payment is legal tender for the payment of public or private debts in the United States of America, in accordance with the terms hereinafter set forth.

1. (a) From and after the date hereof through and including _____, interest only shall be paid at the rate of _____% per annum. Interest shall accrue from the date hereof and shall be payable on the first day of the calendar month next succeeding the date hereof and on the first day of each and every month thereafter through and including _____.

(b) Commencing on _____, and on the first day of each calendar month thereafter, the Principal Balance shall be amortized in equal consecutive monthly installments of principal and interest the amount of each of which is to be calculated on an assumed _____-year amortization with interest from _____, 19____ at the rate of _____% per annum and a final installment on August 1, 1992 (the "Final Maturity Date") which shall be equal to the unpaid Principal Balance and accrued interest thereon. Any payment shall be applied first to accrued interest and thereafter to reduction of the Principal Balance.

(c)(i) In the event that the interest on this Note shall become subject to federal income taxation pursuant to a Determination of Taxability (as hereinafter defined), the interest rate on this Note shall be increased, retroactively effective from and after the Date of Taxability (as hereinafter defined) to _____ \$ per annum (the "Taxable Rate"), provided, however, that in no event shall the Taxable Rate for any period be less than the Tax Exempt Rate otherwise in effect for the same period. The City shall immediately upon demand pay to the Holder and to each prior Holder affected by such Determination of Taxability an amount equal to the amount by which the interest accrued retroactively at such increased rate from the Date of Taxability to the date of payment exceeds the amount of interest actually accrued and paid to the Holder and any such prior Holder during said period. (Such obligation of the City shall survive the payment in full of the principal amount of this Note). Commencing on the first day of the month next following the date of payment of such additional interest and continuing on the first day of each month thereafter (unless the Holder shall accelerate the maturity of the Note pursuant to clause (ii) of this paragraph (c)), this Note shall be payable as follows:

- (A) if amortization of the Principal Balance had not theretofore commenced under paragraph (b) hereof, the monthly payments of interest only hereunder shall be increased to reflect the accrual of interest at the Taxable Rate and the monthly installments of principal and interest payable commencing with the _____, _____ payment shall be recomputed on the basis of the Taxable Rate on an assumed _____ year amortization; or
- (B) if amortization of the Principal Balance had theretofore commenced under paragraph (b) hereof, the monthly installments of principal and interest payable commencing with the next succeeding payment shall be recomputed on the basis of the Taxable Rate and amortization over the remaining portion of the original assumed amortization.

(ii) Upon a Determination of Taxability, the Holder may declare the entire Principal Balance of this Note together with accrued interest thereon at such retroactively increased Taxable Rate to be immediately due and payable, plus the prepayment premium, calculated in accordance with paragraph 8 hereof.

(iii) The Holder shall give notice, as soon as practicable, to the Borrower of any Notice of Taxability, as hereinafter defined, received by the Holder and permit the Borrower to contest, litigate or appeal the same at its sole expense. In the event any such contest, litigation or appeal is undertaken, the increased interest provided in paragraph (b)(i) shall, nevertheless, be payable to the Holder and shall be held by the Holder in escrow (without paying interest thereon) pending final disposition of such contest, litigation or appeal, provided that the Borrower shall indemnify and hold harmless the Holder and each prior Holder from any and all penalties, interest or other liabilities which they may incur on account of such contest, litigation or appeal.

(iv) The terms "Determination of Taxability," "Date of Taxability" and "Notice of Taxability" shall have the meanings ascribed to such terms in the Loan Agreement, dated the date hereof (the "Loan Agreement"), between the City and Hazelwood Properties, Inc. (the "Borrower").

2. In any event, the payments hereunder shall be sufficient to pay all principal and interest due, as such principal and interest becomes due, and to pay any premium or penalty, at maturity, upon redemption, or otherwise. Interest shall be computed on the basis of a 360 day year, but charged for the actual number of days principal is unpaid.

3. Principal and interest and any premium due hereunder shall be payable at the principal office of the Lender, or at such other place as the Holder may designate in writing.

4. This Note is issued by the City to provide funds for a Project, as defined in Section 474.02, Subdivisions 1a, Minnesota Statutes, consisting of the acquisition of Land to be leased to Maplewood Professional Building Limited Partnership to construct thereon and equip a combination medical office facility and related health care facilities, pursuant to the Loan Agreement, and this Note is further issued pursuant to and in full compliance with the Constitution and laws of the State of Minnesota, particularly Chapter 474, Minnesota Statutes, and pursuant to a resolution of the City Council duly adopted on August 9, 1982 (the "Resolution").

5. This Note and that certain \$_____ Commercial Development Revenue Note of 1982 (Hazelwood Properties, Inc. Project) (the "Series B Note") are secured by two Pledge Agreements of even date herewith by the City to the Lender (collectively, the "Pledge Agreements"), a Combination Mortgage, Security Agreement and Fixture Financing Statement, of even date herewith between the Borrower and Maplewood Professional Building Limited Partnership (the "Tenant") under that certain Ground Lease between the Tenant and the Borrower, as lessor, as mortgagors, and the Lender as mortgagee (the "Mortgage") by an Assignment of Rents and Leases, of even date herewith, from the Borrower to the Lender (the "Assignment of

Rents and Leases") and two Guaranties of Performance of Lease from Health Resources Inc. and St. John's Lutheran Association, respectively, to the Lender (the "Guaranty"). The proceeds of this Note shall be placed in the Proceeds Account of the Construction Fund established pursuant to the Resolution and the Construction Loan Agreement (hereinafter referred to) and disbursement of the proceeds of this Note from the Construction Fund is subject to the terms and conditions of a Construction Loan Agreement of even date herewith among the Lender, the City, the Tenant and the Borrower (the "Construction Loan Agreement").

6. The Holder may extend the times of payments of interest and/or principal of or any penalty or premium due on this Note, including the date of the Final Maturity Date, to the extent permitted by law, without notice to or consent of any party liable hereon and without releasing any such party. However, in no event may the Final Maturity Date be extended beyond thirty (30) years from the date hereof.

7. The Borrower may prepay the Principal Balance in whole or in part in increments of \$100,000 on the first day of any month upon at least 30 days advance written notice to the Holder (or such lesser period of notice as the Holder may approve) and upon payment of an amount equal to the principal amount being so prepaid, plus accrued interest hereon to the date of prepayment, plus the prepayment premium calculated in accordance with paragraph 8 hereof. This Note is also subject to mandatory prepayment in whole or in part pursuant to Section 2.1 of the Construction Loan Agreement in the amount of any sums remaining in the Proceeds Account of the Construction Fund at the Completion Date (as such terms are defined in the Construction Loan Agreement), in which event a prepayment premium shall also be payable in accordance with paragraph 8 hereof, and the time of such prepayment may not be extended pursuant to paragraph 6 hereof. Upon the occurrence of certain "Events of Default" under the Construction Loan Agreement and/or under the Mortgage, and as provided in paragraph 12 hereof, the Holder may declare the Principal Balance and accrued interest on this Note to be immediately due and payable (any such action and any similar action pursuant to paragraph 1(c)(ii) hereof being hereinafter referred to as an "acceleration" of this Note), in which event a prepayment premium shall also be payable in accordance with paragraph 8 hereof.

Upon the occurrence of certain events of damage, destruction or condemnation, the Holder may, as provided in the Mortgage, apply the net proceeds of any insurance or condemnation award to the prepayment, in whole or in part, of the Principal Balance in which event a prepayment premium may be payable in accordance with paragraph 8 hereof.

8. If at the time of any prepayment or acceleration of this Note, the yield on U.S. Treasury securities (as published by the Federal Reserve Bank of New York) having a maturity date closest to the Final Maturity Date (the "Government Yield"), as determined by the Holder as of the date of prepayment or acceleration, is less than _____%, the Borrower shall pay a premium calculated as follows: (a) the amount of principal so prepaid shall be multiplied by (i) the amount by which _____% exceeds the Government Yield as of the date of prepayment or acceleration, times (ii) a fraction, the numerator of which is the number of days remaining to the Final Maturity Date and the denominator of which is 360, (b) the resulting product shall then be divided by the number of whole months then remaining to the Final Maturity Date yielding a quotient (the "Quotient"), (c) the amount of the prepayment premium payable under this paragraph shall be the present value on the date of prepayment or acceleration (using the Government Yield as of the date of prepayment or acceleration as the discount factor) of a stream of equal monthly payments in number equal to the number of whole months remaining to the Final Maturity Date, with the amount of each such hypothetical monthly payment equal to the Quotient and with the first payment payable on the date of prepayment or acceleration notwithstanding the foregoing, no such prepayment premium shall be payable with respect to a prepayment made at the option of the Holder pursuant to Article Five of the Mortgage or Section 5.02 of the Loan Agreement unless an Event of Default had occurred under the Loan Agreement or the Mortgage and remains uncured at the time such prepayment is made.

9. The payments due under paragraph 1 hereof shall continue to be due and payable in full until the entire Principal Balance and accrued interest due on this Note have been paid regardless of any partial prepayment made hereunder.

10. As provided in the Resolution and subject to certain limitations set forth therein, this Note is transferable upon the books of the City at the office of the City Manager by the Holder in person or by his agent duly authorized in writing, at the Holder's expense, upon surrender hereof together with a written instrument of transfer satisfactory to the City Clerk duly executed by the Holder or his duly authorized agent. Upon such transfer the City Clerk will note the date of registration and the name and address of the new registered Holder in the registration blank appearing below. The City may deem and treat the person in whose name the Note is last registered upon the books of the City with such registration noted on the Note, as the absolute owner hereof, whether or not overdue, for the purpose of receiving payment of or on the account of the Principal Balance, redemption price or interest and for all other purposes, and all such payments so made to the Holder or upon his order shall be valid and effective to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid, and the City shall not be affected by any notice to the contrary.

11. This Note and interest hereon and any premium due hereunder are payable solely from the revenues and proceeds under the Loan Agreement pledged to the payment thereof pursuant to the Pledge Agreements, except as the same may otherwise be payable in accordance with, the Mortgage, the Guaranty and the Assignment of Rents and Leases, and do not constitute a debt of the City within the meaning of any constitutional or statutory limitation, are not payable from or a charge upon any funds other than the revenues and proceeds pledged to the payment thereof, and do not give rise to a pecuniary liability of the City or, to the extent permitted by law, of any of its officers, agents or employees, and no holder of this Note shall ever have the right to compel any exercise of the taxing power of the City to pay this Note or the interest thereon, or to enforce payment thereof against any property of the City, and this Note does not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City, and the agreement of the City to perform or cause the performance of the covenants and other provisions herein referred to shall be subject at all times to the availability of revenues or other funds furnished for such purpose in accordance with the Loan Agreement, sufficient to pay all costs of such performance or the enforcement thereof.

12. It is agreed that time is of the essence of this Note. If the City defaults in the payment when due of any installment of principal or interest or any premium or penalty due hereunder or the Series B Note and if said default shall have continued for a period of five (5) days, or if an Event of Default shall occur as set forth in the Mortgage, the Construction Loan Agreement or the Loan Agreement, then the Holder shall have the right and option to declare the Principal Balance, and accrued interest thereon, together with the premium specified in paragraph 8 hereof, immediately due and payable but solely from the sources specified in paragraph 11 hereof. Failure to exercise such option at any time shall not constitute a waiver of the right to exercise the same at any subsequent time.

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

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

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

IN WITNESS WHEREOF, the City has caused this Note to be duly executed in its name by the manual signatures of the Mayor, City Clerk, and has caused the corporate seal to be affixed hereto, and has caused this Note to be dated _____, 1982.

CITY OF MAPLEWOOD, MINNESOTA

/s/ John C. Greavu
Mayor

ATTEST:

/s/ Lucille E. Aurelius
City Clerk

(SEAL)

Seconded by Councilmember Juker.

Ayes - all.

AWARD OF BIDS

None.

H. UNFINISHED BUSINESS

None.

I. VISITOR PRESENTATIONS

None.

J. NEW BUSINESS

1. Code Amendment - House Moving

Tabled to later on the Agenda.

2. Special Exception: Beam and Highway 61

- a. Manager Evans presented the staff report.

- b. Commissioner Bill Howard presented the following Planning Commission recommendation:

"Commissioner Fischer moved the Planning Commission recommend the City Council approve the special exception permit for the operation of a used car lot at the northwest corner of Beam Avenue and Highway 61, subject to:

1. The requirements of Section 805 of City Code, pertaining to issuance and renewal

of licenses for the operation of used car lots. License issuance and renewal shall be subject to any conditions to be imposed under the Community Design Review Board Ordinance. If a license has not been obtained within six months, special exception permit approval shall be null and void unless extended by the City Council.

2. Special exception permit approval is subject to renewal one year following license approval.
3. No development occur on the 100 by 100 foot area in the northwest corner of the site without prior approval of the City Council.
4. Dedication of a ten-foot wide storm sewer easement along the western boundary of the property.
5. Payment of a deferred water assessment of \$782.95 plus interest for Project #75-16.
6. Before an occupancy permit will be issued, an off-street twelve-foot wide trail easement shall be dedicated if State Highway right-of-way cannot be used, and an eight-foot wide asphalt trail shall be constructed, subject to the approval of the Director of Community Services, along the easterly frontage of this property.

Commissioner Ellefson seconded.

Voting on the motion: Ayes - Commissioners Barrett, Ellefson, Fischer, Howard, Kishel, Prew, Sletten, Whitcomb"

c. Mr. Tim Geck, attorney representing Fred and Frank Macalus, spoke on behalf of the proposal.

d. Councilmember Bastian moved to approve the special exception permit for the operation of a used car lot at the northwest corner of Beam Avenue and Highway 61 as requested by Fred and Frank Macalus subject to the following conditions:

1. The requirements of Section 805 of City Code, pertaining to issuance and renewal of licenses for the operation of used car lots. License insurance and renewal shall be subject to any conditions to be imposed under the Community Design Review Board Ordinance. If a license has not been obtained within six months, special exception permit approval shall be null and void unless extended by the City Council.
2. Special exception permit approval is subject to renewal one year following license approval.
3. Dedication of a ten-foot wide storm sewer easement along the western boundary of the property.
4. Payment of a deferred water assessment of \$782.95 plus interest for Project #75-16.
5. The 100 foot x 100 foot area in the northwest corner shall not be developed.
6. The Community Design Review Board is to use the Sparkle Auto conditions as a guide line for use with this application.

7. Owner and occupant shall agree to above conditions in writing.

Seconded by Mayor Greavu.

Ayes - Mayor Greavu, Councilmembers Bastian and Maida.

Nays - Councilmembers Anderson and Juker.

F. PUBLIC HEARINGS (continued)

3. Code Amendment - Home Occupation 7:30 P.M.

a. Mayor Greavu convened the meeting for a public hearing on amendment to the zoning code to define a home occupation, establish home occupation operational requirements and provide for annual renewal by license. The Clerk stated the hearing notice was in order and noted the dates of publication.

b. Manager Evans presented the staff report.

c. Commissioner Bill Howard presented the following Planning Commission recommendation:

"Commissioner Kishel moved the Planning Commission recommend that the City Council adopt the zoning code amendment which

1. Defines home occupation

2. Establishes home occupation operational requirements

3. Retains the special exception as the vehicle for approval

Also, adopt the code amendment which authorizes staff to annually renew home occupations by license. Authorize staff to reinstate a \$30.00 fee for home occupation applications.

Commissioner Fischer seconded.

Ayes - Commissioners Axdahl, Barrett, Fischer, Hejny, Howard, Kishel, Pellish, Prew, Whitcomb."

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

e. Mayor Greavu called for opponents. None were heard.

f. Mayor Greavu closed the public hearing.

g. Councilmember Juker moved first reading of a zoning code amendment as revised which:

1. Defines home occupation

2. Establishes home occupation operational requirements

3. Retains the special exception as the vehicle for approval.

Adopted a code amendment which authorizes staff to annually (in January) renew home occupations by license, including all previously approved requests and moved to authorize staff to reinstate a \$30.00 fee for home occupation applications.

Seconded by Councilmember Bastian.

Ayes - all.

4. Kennel License - 366 Lark Avenue 7:45 P.M.

- a. Mayor Greavu convened the meeting for a public hearing regarding the request of Richard Lang, 366 Lark Avenue, for a kennel license to house three (3) dogs (1 police department German Shephard, 2 house pets). The Clerk stated the hearing notice was in order and noted the dates of publication.
- b. Manager Evans stated Mr. Lang is one of the City's Police Department Canine Officers. He currently has the police dog at his home plus a family pet. He proposes to obtain a pup to train to become a future police dog. Since that would be a third dog on the premises, he was advised to obtain a kennel license. Investigation by the animal control officer indicates no reason that a license can not be granted. It is recommended that the license be granted and the fee for this license be waived.
- c. Mr. Richard Lang, 366 Lark Avenue, the applicant, spoke on behalf of the proposal.
- d. Mayor Greavu called for proponents. None were heard.
- e. Mayor Greavu called for opponents. None were heard.
- f. Mayor Greavu closed the public hearing.
- g. Councilmember Anderson moved to approve the request of Mr. Richard Lang, 366 Lark Avenue for a small kennel license to house three (3) dogs (one police department dog) and to waive the fee.

Seconded by Councilmember Bastian. Ayes - all.

5. Variance: 2588 Stillwater Road 8:00 P.M.

- a. Mayor Greavu convened the meeting for a public hearing regarding the request of Dennis Joseph, 2588 Stillwater Road, for a variance to locate a pool in a front yard setback area. 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. Commissioner Bill Howard presented the following Planning Commission recommendation:
"Commissioner Kishel moved that the Planning Commission recommend to the City Council the approval of the swimming pool setback variance for Dennis Josephs of 2588 Stillwater Road, on the basis that:
 1. The proposed pool would not hinder drivers' visibility at the intersection.
 2. Strict enforcement of the Code would cause undue hardship because there is no other feasible location for the pool due to trees or a high water table.
 3. The intent of the Code would be satisfied since there would not be any neighboring homes with a clear view of the pool.

Commissioner Sletten seconded. Ayes - Commissioners Barrett, Ellefson, Fischer, Howard, Kishel, Prew, Sletten, Whitcomb."

- d. Councilmember Anderson moved to table this item until the next Council meeting as the applicant is not in attendance at the meeting.

Seconded by Councilmember Juker.

Ayes - all.

e. Mrs. Vern Samuelson, owns property to the east of the Joseph's, asked questions about the proposal.

J. NEW BUSINESS (continued)

1. Code Amendment - House Moving

a. Manager Evans presented the staff report.

b. Mr. Floyd Nelson, 3017 No. Chippewa Court, stated he and his neighbors support the proposed regulations.

c. Mr. Herman Johnson stated he hopes the moratorium on house moving is lifted as he wishes to move a house onto property on Southlawn Drive.

d. Councilmember Bastian moved first reading of an ordinance regulating the moving of houses and garages in the City of Maplewood as amended.

Seconded by Councilmember Anderson.

Ayes - all.

3. H.R.A. Housing Program

a. Manager Evans presented the staff report with the following recommendations:

1. Request that the developers of sites three, four, six and seven submit preliminary site plans and project narratives prior to August 27.

2. Authorize staff to secure a letter of understanding, with the firm of Holmes and Graven, effective September 14, to serve as bond counsel for the HRA's housing proposal, subject to Council ratification on September 13.

3. Authorize staff to secure a letter of understanding, effective September 14, for: a) the firm of Juran and Moody, to serve as bond underwriter and financial adviser for the HRA's housing proposal, and b) the firm of Miller and Schroeder to serve as bond underwriter and Juran and Moody as financial adviser, subject to Juran and Moody's fee being paid by the chosen developer.

Council would ratify one of these agreements on September 13.

4. Authorize a budget change of up to \$4,000 to prepare the application for tax-exempt bonding authority, subject to repayment if the application is approved. This expenditure shall be funded by the \$4,000 to be reimbursed for the feasibility study.

b. Mr. Stanley Kehl, attorney, and Andrew Merry, Juran and Moody, explained the specifics of the proposal.

c. Councilmember Bastian moved to approve recommendation No. 1 to approve sites three, four and six.

Seconded by Councilmember Anderson.

Ayes - all.

d. Councilmember Bastian moved to approve recommendation No. 2 to authorize staff to secure a letter of understanding, with the firm of Holmes and Graven, effective September 14, to serve as bond counsel for the HRA's housing proposal, subject to Council ratification on September 13.

Seconded by Councilmember Anderson. Ayes - all.

e. Councilmember Bastian moved to approve recommendation No. 3 and 4 and authorize staff to secure a letter of understanding, effective September 14, for: a) the firm of Juran and Moody, to serve as bond underwriter and financial adviser for the HRA's housing proposal, and b) the firm of Miller and Schroeder to serve as bond underwriter and Juran and Moody as financial adviser, subject to Juran and Moody's fee being paid by the chosen developer. Authorize a budget change of up to \$4,000 to prepare the application for tax-exempt bonding authority, subject to repayment if the application is approved. This expenditure shall be funded by the \$4,000 to be reimbursed for the feasibility study.

Seconded by Councilmember Anderson. Ayes - all.

4. Adoption of Codification

a. Manager Evans presented the staff report.

b. Councilmember Bastian moved first reading of an ordinance to adopt the codification.

Seconded by Councilmember Maida. Ayes - all.

c. Councilmember Bastian moved to waive the Rules of Procedures and hear second reading of the ordinance to adopt the codification.

Seconded by Councilmember Juker. Ayes - all.

d. Councilmember Bastian introduced the following ordinance and moved its adoption:

ORDINANCE NO. 519

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF MAPLEWOOD, MINNESOTA; ESTABLISHING THE SAME; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING FOR THE MANNER OF AMENDING AND SUPPLEMENTING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE

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

Section 1. That the Code of Ordinances, consisting of Chapters 1 to 36, each inclusive, is hereby adopted and enacted as "The Code of Ordinances, City of Maplewood, Minnesota," which Code shall supersede all general and permanent ordinances of the City adopted on or before February 5, 1981, to the extent provided in section 2 hereof.

Section 2. That all provisions of such Code shall be in full force and effect from and after August 9, 1982, and all ordinances of a general and permanent nature of the City of Maplewood, adopted on final passage on or before February 5, 1981, and not included in such Code or recognized and continued in force by reference therein, are hereby repealed from and after the effective date of such Code.

Section 3. That the repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance which is repealed by this ordinance.

Section 4. That any person convicted of a violation of such Code shall be punished by as prescribed in section 1-18 thereof, or as provided in any other applicable section of such Code.

Section 5. That any and all additions and amendments to such Code, when passed in such form as to indicate the intention of the Council to make the same a part of such Code, shall be deemed to be incorporated in such Code, so that reference to such Code shall be understood and intended to include such additions and amendments.

Section 6. That in case of the amendment of any section of such Code for which a penalty is not provided, the general penalty, as provided in section 4 of this ordinance and in section 1-18 of such Code shall apply to the section as amended, or in case such amendment contains provisions for which a penalty, other than the aforementioned general penalty, is provided in another section in the same chapter, the penalty so provided in such other section shall be held to relate to the section so amended, unless such penalty is specifically repealed therein.

Section 7. Any ordinance adopted after February 5, 1981, which amends or refers to ordinances which have been codified in such Code, shall be construed as if they amend or refer to like provisions of such Code.

Section 8. All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 9. This ordinance and the Code adopted hereby, shall become effective after passage and publication.

Seconded by Councilmember Anderson.

Ayes - all.

5. On Sale Intoxicating Liquor License

a. Manager Evans presented the staff report.

b. Councilmember Juker moved to place on the ballot of the next general election the following question:

"Shall the City Council be allowed to issue On Sale Licenses for the sale of intoxicating liquor at retail in excess of the number now permitted by law?"

Seconded by Councilmember Anderson.

Ayes - all.

Councilmember Juker withdrew her motion.

Councilmember Anderson withdrew his second.

c. Mayor Greavu moved to place the following question on the ballot for the general election to be held November 2, 1982:

"Shall the City Council of Maplewood, Minnesota be allowed to issue seven (7) On-Sale Licenses for the sale of intoxicating liquor at retail in addition to the number now permitted by law?"

Seconded by Councilmember Anderson.

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

6. Council Procedures

a. Manager Evans stated that at the meeting of July 26, Council indicated they wished to revise the agenda to have Visitor Presentation later on the agenda.

b. Councilmember Bastian moved to place Visitor Presentation after New Business.

Seconded by Mayor Greavu.

Ayes – all.

7. Maplewood Disaster Plan

a. Manager Evans presented the staff report.

b. Councilmember Anderson moved to accept the Emergency Action Plan as prepared by the Director of Emergency Preparedness.

Seconded by Councilmember Anderson.

Ayes – all.

K. COUNCIL PRESENTATIONS

1. Plan Review Authority

a. Councilmember Juker questioned if the Council should not be more involved in the building and site plan reviews.

b. No action taken. Councilmember Juker will compile a recommendation of what building and site plans the Council should become involved.

2. East Community Family Services

a. Councilmember Juker stated the East Community Family Services had received less money from the City this year and was low on funds. It was suggested a letter be sent to Maplewood churches asking for donations to the organization.

3. Shirts/Bumper Stickers

a. Councilmember Juker suggested T-shirts with the Maplewood Maple Leaf and Bumper Stickers be sold year around to help advertise the City.

b. Councilmember Bastian moved to appoint Councilmembers Juker and Anderson to a committee to investigate the possibility of the City selling T-Shirts/Bumper Stickers year around.

Seconded by Mayor Greavu.

Ayes – Mayor Greavu and Councilmember Bastian

Nays - Councilmembers Anderson, Juker and Maida.

c. Staff stated an article should be placed in the Maplewood in Motion to see if there is an interest in a committee to look into the possibility of the City selling such items year around.

4. Park Dance/Dinner

a. Councilmember Juker reported on the arrangements for the park dance to be held on Saturday, August 14, 1982 and questioned what progress was being made with the

Past Mayor and Councilmen Dinner on Sunday, August 15, 1982.

b. It was stated the plans for the dinner on Sunday are completed.

5. Plaza - 3000

a. Councilmember Bastian stated that the conditions of the PUD for the Maplewood Plaza have not been met as yet. Is there anything that can be done?

b. Staff will investigate.

6. Meeting Moratorium

a. Councilmember Bastian reported on the League of Minnesota Cities' meeting that is scheduled for August 10, 1982. If there is anything the Council wishes to have discussed let him know. He reported on the AMM meeting held on August 5, 1982.

b. Councilmember Bastian stated the North Suburban Chamber of Commerce Annual Picnic will be held August 19, 1982 and there will be a meeting regarding the proposed race that will be held August 16, 1982.

L. COUNCIL PRESENTATIONS

1. Park and Recreation Department - Resignation

a. Manager Evans stated the City had received a letter from Marvin Mahre indicating he was resigning from the Park and Recreation Commission.

b. Councilmember Anderson moved to accept the resignation of Marvin Mahre with regrets and forward a letter of thanks.

Seconded by Mayor Greavu.

Ayes - all.

2. Police Department

a. Manager Evans stated Lt. Dennis Cusick will be leaving September 1, 1982 and requests permission to ask the Civil Service Commission to provide a list for the lieutenants' position.

b. Councilmember Anderson moved to authorize the Manager to proceed with the hiring of a replacement for Lt. Cusick.

Seconded by Councilmember Anderson.

Ayes - all.

c. Councilmember Bastian moved to approve a budget transfer of \$5,000 from the Contingency Fund to proceed with the hiring of a lieutenant and a Director of Public Safety.

Seconded by Councilmember Anderson.

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

M. ADJOURNMENT

10:45 P.M.

City Clerk

MINUTES OF MAPLEWOOD CITY COUNCIL
4:15 P.M., Wednesday, August 11, 1982
Council Chambers, Municipal Building
Meeting No. 82-21

A. CALL TO ORDER

A special meeting of the City Council of Maplewood, Minnesota, was held in the Council Chambers, Municipal Building and was called to order at 4:17 P.M. by Acting Mayor Juker.

B. ROLL CALL

John C. Greavu, Mayor	Arrived at 4:26 P.M.
Norman G. Anderson, Councilmember	Present
Gary W. Bastian, Councilmember	Present
Frances L. Juker, Councilmember	Present
MaryLee Maida, Councilmember	Present

C. PUBLIC HEARINGS

1. Variance: 2588 Stillwater Road

a. Acting Mayor Juker reconvened the meeting for a public hearing regarding the request for a variance to locate a swimming pool in a front yard setback area at 2588 Stillwater Road. The hearing is continued from August 9, 1982.

b. Manager Evans presented the staff report with the following recommendation:

Approval of the swimming pool setback variance for Dennis Josephs of 2588 Stillwater Road, on the basis that:

1. The proposed pool would not hinder drivers' visibility at the intersection;

2. Strict enforcement of the code would cause undue hardship because there is no other feasible location for the pool due to trees or a high water table;

3. The intent of the Code would be satisfied since there would not be any neighboring homes with a clear view of the pool.

c. Mrs. Dennis Josephs, 2588 Stillwater Road, the applicant, spoke on behalf of the proposal and answered questions from the Council.

d. Acting Mayor Juker called for proponents. None were heard.

e. Acting Mayor Juker called for opponents. None were heard.

f. Acting Mayor Juker closed the public hearing.

g. Councilmember Bastian moved to approve the variance as requested by Dennis Joseph, 2588 Stillwater Road, to locate an in-ground swimming pool within the thirty foot front yard setback (pool would be sixteen feet from front lot line) subject to the following conditions:

1. A 6 foot high solid privacy fence be constructed on the north and west sides.

Seconded by Councilmember Anderson.

Ayes - all.

Mayor Greavu arrived at the meeting at 4:26 P.M.

D. ADJOURNMENT

4:31 P.M.

City Clerk

CHECK*	A M O U N T	C L A I M A N T	P U R P O S E
000769	1,923.22	MN STATE TREASURER-PERA	CONTRIBUTIONS, PERA
000770	3,968.23	MN STATE TREASURER-PERA	P.E.R.A. DED PAYABLE AND-CONTRIBUTIONS, PERA
000771	8,504.16	MN STATE TREASURER-PERA	P.E.R.A. DED PAYABLE AND-CONTRIBUTIONS, PERA
000772	1,904.94	GREAT WEST LIFE ASSURANCE	CONTRIBUTIONS, INSURANCE
000773	2,345.55	GREAT WEST LIFE ASSURANCE	A/R - INS CONTINUANCE AND-HEALTH INS PAYABLE AND-LIFE INS DED PAYABLE AND-CONTRIBUTIONS, INSURANCE
000774	4,333.94	MN MUTUAL LIFE INS CO	CONTRIBUTIONS, INSURANCE
000775	3,560.65	MN MUTUAL LIFE INS CO	A/R - INS CONTINUANCE AND-HEALTH INS PAYABLE AND-LIFE INS DED PAYABLE AND-DENTAL INS PAYABLE AND-CONTRIBUTIONS, INSURANCE
000776	7,093.60	MINN STATE TREASURER	MV LICENSE FEES PAYABLE
000777	192.00	MINN STATE TREASURER	STATE D/L FEES PAYABLE
000778	333.15	ICMA RETIREMENT CORP	DEFERRED COMP PAYABLE AND-DEFERRED COMPENSATION
000779	15,764.14	MAPLEWOOD STATE BANK	FED INCOME TAX PAYABLE
000780	7,375.51	STATE OF MN	STATE INCOME TAX PAYABLE
000781	200.00	MN STATE RETIREMENT SYST	DEFERRED COMP PAYABLE
000782	291.68	AFSCME LOCAL 2725	UNION DUES PAYABLE AND-FAIR SHARE FEES PAYABLE
000783	277.00	MN MUTUAL LIFE INS CO	DEFERRED COMP PAYABLE
000784	24.00	METRO SUPERVISORY ASSOC	UNION DUES PAYABLE
000785	187.50	MAPLEWOOD STATE BANK	WAGE DEDUCTIONS PAYABLE
000786	222.36	WISCONSIN DPT OF REVENUE	STATE INCOME TAX PAYABLE
000787	22,075.48	MN STATE TREASURER-FICA	F.I.C.A. PAYABLE AND-DUE TO OTHER GOVT

CHECK#	A M O U N T	C L A I M A N T	P U R P O S E
000788	145.75	PAUL HAAG	WAGES, P/T + TEMP.
000789	4,747.25	MINN STATE TREASURER	MV LICENSE FEES PAYABL
000790	212.00	MINN STATE TREASURER	STATE D/L FEES PAYABL
000791	3,689.50	MINN STATE TREASURER	MV LICENSE FEES PAYABL
000792	180.00	MINN STATE TREASURER	STATE D/L FEES PAYABL
000793	2,500.00	POSTMASTER	POSTAGE
000794	74.50	RAMSEY CO CLERK OF DIST	CNTY D/L FEES PAYABL
000795 *	100.40	MN ZOOLOGICAL GARDENS	FEES, SERVICE Youth Special Events
000796	1,000.00	EMPLOYEE BENEFIT CLAIMS	DEPOSITS WITH PAYING
000797	181.00	MINN STATE TREASURER	STATE D/L FEES PAYABL
000798	2,956.50	MINN STATE TREASURER	MV LICENSE FEES PAYABL
000799	808.14	CONN GENERAL LIFE INS CO	CONTRIBUTIONS, INSURANCE
000800	377.97	CONN GENERAL LIFE INS CO	A/R - INS CONTINUANCE AND-CONTRIBUTIONS, INSI
000801	2,276.79	MINN STATE TREASURER	MV LICENSE FEES PAYABL
000802	203.00	MINN STATE TREASURER	STATE D/L FEES PAYABL
000803	13.58	JUDY CHLEBECK	SUPPLIES, OFFICE AND-TRAVEL + TRAINING
000804 *	80.00	COUNTRY CLUB MARKET INC	SUPPLIES, PROGRAM
000805	150.00	MN REC + PARKS ASSOC	FEES, SERVICE State Tournament
000806	263.00	MINN STATE TREASURER	STATE D/L FEES PAYABL
000807	3,048.25	MINN STATE TREASURER	MV LICENSE FEES PAYABL
000808	.00	VOID CHECK	VOIDED CHECKS
000809	198.00	STORM WATER CONSULTANTS	TRAVEL + TRAINING
41	103,782.74	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
013954	121.05	ARI MECHANICAL SERVICES	REP. + MAINT., BLDG+
013955	10.63	ACRO-MINNESOTA INC	SUPPLIES, OFFICE
013956	26.95	AFU SERVICE	REP. + MAINT., VEHICLE
013957	88.37	AMERICAN TOOL SUPPLY CO	SMALL TOOLS
013958	91.50	EARL F ANDERSON + ASSOC	MAINTENANCE MATERIALS
013959	462.00	AQUAZYME MIDWEST	FEES, SERVICE Chemical Toilets
013960	1,059.83	ARNALS AUTO SERVICE	REP. + MAINT., VEHICLE
013961	172.70	AUTOCOM INDUSTRIES INC	REP. + MAINT., UTILIT
013962 *	111.76	BADGE A MINT	SUPPLIES, PROGRAM
013963	96.56	BATTERY + TIRE WHSE INC	SUPPLIES, VEHICLE
013964	88.56	BERG-TORSETH INC	SUPPLIES, VEHICLE
013965	75.91	BIG A AUTO PARTS	SUPPLIES, VEHICLE
013966	1,084.97	BOARD OF WATER COMM	OUTSIDE ENGINEERING F
013967	207.72	BOARD OF WATER COMM	UTILITIES
013968	209.63	BRAD RAGEN INC	A/R - INSURANCE AND-REP. + MAINT., VE
013969	77.40	BREDEMUS HARDWARE	MAINTENANCE MATERIALS
013970	237.00	CAPITOL CITY LAWN MOWER	MAINTENANCE MATERIALS
013971	11.19	CASE POWER + EQUIPMENT	SUPPLIES, VEHICLE
013972	25.25	CHIPPEWA SPRINGS CO	FEES, SERVICE Water Cooler
013973	220.00	COPY DUPLICATING PROD	DUPLICATING COSTS
013974	76.37	COPY EQUIPMENT	SUPPLIES, EQUIPMENT
013975	41.88	DENNIS S CUSICK	SUPPLIES, EQUIPMENT
013976	330.00	PAT DALEY	FEES, SERVICE Plumbing Inspector
013977	10.80	DISPATCH-PIONEER PRESS	SUBSCRIPTIONS+MEMBERSH
013978	157.45	EAST CO LINE FIRE DEPT	FUEL + OIL

CHECK*	A M O U N T	C L A I M A N T	P U R P O S E
013979	680.40	EASTMAN KODAK CO	DUPLICATING COSTS
013980	1,593.97	EASTMAN KODAK CO	DUPLICATING COSTS
013981	157.38	FARMERS UNION COOP OIL	CHEMICALS
013982	484.20	FEDERAL LUMBER CO	MAINTENANCE MATERIALS
013983	27.67	GENUINE PARTS CO	SUPPLIES, VEHICLE
013984	305.80	B F GOODRICH CO	SUPPLIES, VEHICLE
013985 *	1,600.00	GOPHER FIREWORKS	SUPPLIES, PROGRAM
013986	262.50	DUANE GRACE	FEEES, SERVICE Temp. Inspector
013987	27.15	JANET GREW	SUPPLIES, PROGRAM AND-BOOKS AND-TRAVEL + TRAINING
013988	148.40	GROSS INDUSTRIAL	UNIFORMS + CLOTHING
013989	185.20	GROSS INDUSTRIAL	UNIFORMS + CLOTHING
013990	163.85	HARMON GLASS	REP. + MAINT., VEHICLE
013991	797.70	HIGHWAY 61 BODY SHOP	REP. + MAINT., VEHICLE
013992	24.90	HILLCREST CHAMFION AUTO	SUPPLIES, VEHICLE
013993	4.00	HOWIES LOCK + KEY SERVIC	SUPPLIES, EQUIPMENT
013994 *	13.43	JOLLY TYME FAVCRS	SUPPLIES, PROGRAM
013995	17,132.03	JURAN + MOODY INC	LEGAL + FISCA
013996	210.95	KNOX LUMBER COMPANY	MAINTENANCE MATERIALS
013997	120.00	LAKE SANITATION	FEEES, SERVICE Rubbish Removal
013998	169.50	LAKE SANITATION	FEEES, SERVICE Rubbish Removal
013999	6,384.00	LEAGUE OF MINN CITIES.	SUBSCRIPTIONS+MEMBERSH
014000	16.75	LEES AUTO SUPPLY	SUPPLIES, VEHICLE
014001	40.00	STEVEN J LUKIN	FEEES, SERVICE EMT Instructor
014002	330.40	LUGER LUMBER	MAINTENANCE MATERIALS

CHECK#	A M O U N T	C L A I M A N T	P U R P O S E
014003	242.72	MANDO PHOTO	FEEES, SERVICE Photo Refinishing
014004 *	8.34	MAPLEWOOD BAKERY	SUPPLIES, PFOGRAM
014005 *	154.86	MAPLEWOOD FOODS	SUPPLIES, PROGRAM
014006 *	273.94	MAPLEWOOD FOODS	SUPPLIES, PROGRAM
014007 *	13.84	MAPLEWOOD FOODS	SUPPLIES, PROGRAM
014008	334.54	MAPLEWOOD REVIEW	PUBLISHING AND-LEGAL + FISCAL
014009	28.20	MAPLEWOOD REVIEW	PUBLISHING
014010	1,868.72	METROPOLITAN INSPETION	FEEES, SERVICE Electrical Inspection
014011	300.61	METRO WASTE CONTROL COMM	A/R - SEWER BILLINGS
014012	1,157.78	MN DEPARTMENT PUBLIC	RENTAL, EQUIPMENT
014013	6,197.38	MN UNEMPLOY COMP FUND	UNEMPLOYMENT COMP.
014014	18.12	STATE OF MN	REP. + MAINT., EQUIPM:
014015	1,271.00	MUNIC + PRIVATE SERVICE	FEEES, SERVICE Animal Control
014016	39.95	CAROL NELSON	TRAVEL + TRAINING
014017	1,684.84	CITY OF NORTH ST PAUL	UTILITIES
014018	25.97	NORTH ST PAUL PLBG+HTG	MAINTENANCE MATERIALS
014019	24.54	NORTHERN AUTOMOTIVE CO	SUPPLIES, VEHICLE
014020	6,645.38	NORTHERN STATES POWER CO	UTILITIES
014021	719.53	NORTHERN STATES POWER CO	UTILITIES
014022	324.89	NORTHERN STATES POWER CO	UTILITIES
014023	19.05	NORTHERN STATES POWER CO	UTILITIES
014024	1,196.29	NORTHERN STATES POWER CO	UTILITIES
014025	6.00	LAVERNE NUTESON	TRAVEL + TRAINING
014026	227.59	OLD DOMINION BRUSH	SUPPLIES, VEHICLE
014027	2,075.00	PETERSON, BELL + CONVERSE	FEEES, SERVICE- Aug. Re Prosecuting Attorney

CHECK*	A M O U N T	C L A I M A N T	P U R P O S E
014028	6.95	DAVID J PILLATZKE	TRAVEL + TRAINING
014029	170.78	PROMACO INC	SMALL TOOLS
014030	393.92	E K QUEHL CO	SUPPLIES, OFFICE
014031	6.00	RAMCO PUBLISHING	SUPPLIES, PROGRAM
014032	17.83	REEDS SALES + SERVICE	SMALL TOOLS
014033	45.00	RODNEYS NURSERY	MAINTENANCE MATERIALS
014034	91.10	RUGGED RENTAL RUGS	FEES, SERVICE Rugs Cleaned
014035	1,155.00	SDM	SUPPLIES, RANGE
014036	253.13	SMI TESTING	OUTSIDE ENGINEERING F
014037	279.03	S + T OFFICE PRODUCTS	SUPPLIES, OFFICE AND-SUPPLIES, PROGRAM
014038	1,640.40	T A SCHIFSKY + SONS INC	MAINTENANCE MATERIALS
014039	16,315.70	SCHOELL + MADSON INC	OUTSIDE ENGINEERING F
014040 *	89.69	SEARS ROEBUCK + CO	SUPPLIES, PROGRAM
014041	35.58	CHRISTINE SOUTTER	SUPPLIES, PROGRAM AND-TRAVEL + TRAINING
014042	45.50	CITY OF ST PAUL	REP. + MAINT., RADIO
014043	37.00	ST PAUL DISPATCH	PUBLISHING
014044 *	22.50	ST PAUL STAMP WORKS INC	FEES, SERVICE Engraving
014045	15.00	PAULINE STAPLES	SUPPLIES, PROGRAM
014046	74.25	STAT-MEDICAL INC	SUPPLIES, EQUIPMENT
014047	35.78	STD SPRING + ALIGNMENT	SUPPLIES, VEHICLE
014048	65.61	SUPERAMERICA	SUPPLIES, VEHICLE AND-FUEL + OIL
014049 *	398.33	TARGET STORES INC	SUPPLIES, PROGRAM AND-SMALL TOOLS AND-SUPPLIES, OFFICE
014050	511.96	TOLZ, KING, DUVALL	OUTSIDE ENGINEERING F

CHECK*	A M O U N T	C L A I M A N T	P U R P O S E
014051	83.25	HERB TOUSLEY FORD INC	REP. + MAINT., VEHICLE
014052	1,553.59	TRUCK UTILITIES + MFG CO	REP. + MAINT., VEHICLE
014053	164.20	TURNQUIST PAPER CO	SUPPLIES, JANITORIAL
014054	814.00	TWIN CITY TESTING	OUTSIDE ENGINEERING FE
014055	231.41	UNIFORMS UNLIMITED	UNIFORMS + CLOTHING
014056	857.50	UNION OIL CO	FUEL + OIL
014057	429.48	VIKING INDUSTRIAL CENTER	SUPPLIES, EQUIPMENT
014058	122.75	VIRTUE PRINTING CO	PUBLISHING AND-SUPPLIES, OFFICE
014059	70.61	WARNERS TRUEVALUE HDW	SMALL TCOLS AND-SUPPLIES, VEHICLE AND-SUPPLIES, OFFICE AND-SUPPLIES, EQUIPMEN
014060	26.00	WEBER + TROSETH INC	FEES, SERVICE-Fire
014061	34.32	WESTINGHOUSE ELECTRIC	Extinguishers Recharge SUPPLIES, JANITORIAL
014062	24.00	WHITE BEAR OFFICE PROD	SUPPLIES, OFFICE
014063	81.00	JOSEPH A ZAPPA	UNIFORMS + CLOTHING
014064	38.50	ZEP MFG CO	SUPPLIES, JANITORIAL
014065 *	162.00	LYNN A BERENS	WAGES, P/T + TEMP.
014066 *	86.12	ELIZABETH CASSEDAY	WAGES, P/T + TEMP.
014067 *	175.77	LISA MARIE DELMONT	WAGES, P/T + TEMP.
014068 *	171.00	GERALD DIEBEL	WAGES, P/T + TEMP.
014069 *	212.50	LINDA R DOUGHTY	WAGES, P/T + TEMP.
014070 *	171.32	MARY FOWLER	WAGES, P/T + TEMP.
014071 *	258.62	JULIE FREEMAN	Refund AND-WAGES, P/T + TEMP.
014072 *	191.25	CHRIS GALBRAITH	WAGES, P/T + TEMP.
014073 *	172.81	MATTHEW HAAG	WAGES, P/T + TEMP.

CITY OF MAPLEWOOD

A C C O U N T S P A Y A B L E

DATE 08-23-82 PAGE

CHECK*	A M O U N T	C L A I M A N T	P U R P O S E
014074 *	227.00	KARIN J HERBER	WAGES, P/T + TEMP.
014075 *	95.62	PAUL ALAN HAGSTROM	WAGES, P/T + TEMP.
014076 *	191.25	CAROL JEAN HEIMERL	WAGES, P/T + TEMP.
014077 *	194.43	KARI JO KIELSA	WAGES, P/T + TEMP.
014078 *	252.64	KATHRYN J KROFTA	WAGES, P/T + TEMP. AND-TRAVEL + TRAININ
014079 *	146.30	MICHELE ANN MAHRE	WAGES, P/T + TEMP.
014080 *	662.76	JULIE MCCOLLUM	WAGES, P/T + TEMP. AND-TRAVEL + TRAININ
014081 *	195.50	JULIE MOTZ	WAGES, P/T + TEMP.
014082 *	202.12	CRISTIN ANN NOESEN	WAGES, P/T + TEMP.
014083 *	196.87	DAVID BRIAN ODEN	WAGES, P/T + TEMP.
014084 *	184.50	NANCY A PERSON	WAGES, P/T + TEMP.
014085 * VOID	242.98	JAMES QUICKSTAD	WAGES, P/T + TEMP. AND-TRAVEL + TRAINING
014086	7.02	ALBERT RASCHKE	TRAVEL + TRAINING
014087	334.00	JEFFERY RASCHKE	WAGES, P/T + TEMP.
014088 *	180.93	VINGE ROTH	WAGES, P/T + TEMP.
014089 *	355.24	BRIAN SHERBURNE	WAGES, P/T + TEMP. AND-TRAVEL + TRAINING
014090 *	268.11	GWEN SHERBURNE	WAGES, P/T + TEMP.
014091 *	111.43	KATHLEEN SPANNBAUER	SUPPLIES, PROGRAM AND-TRAVEL + TRAINING
014092 *	214.62	ANN STROMMER	WAGES, P/T + TEMP.
014093 *	108.10	THOMAS THELL	WAGES, P/T + TEMP.
014094 *	370.85	DAWN MARIE SPANNBAUER	WAGES, P/T + TEMP.
014095 *	21.00	VIRGINIA LEACH	R E F U N D
014096	4,314.08	MCCANN ASSOC	FEES, SERVICE Police Chief Assesmer

CHECK*	A M O U N T	C L A I M A N T	P U R P O S E
014097 *	84.00	NE RESIDENCE INC	R E F U N D
014098 *	5.00	VIRGINIA REOMAN	R E F U N D
014099	26.95	THOMSON PUBLICATION	BOOKS
014100	50.00	MELS CONCRETE CONSTRUCTN	R E F U N D
014101	8.00	JOHN ESS + SONS INC	R E F U N D
014102 *	11.00	TIM GALLIVAN	R E F U N D
149	97,692.02	CHECKS WRITTEN	
TOTAL OF 200 CHECKS TOTAL		213,223.38	

Direct Expenditures from end of July not included on A/P List
 000759 7.62 Joanne Svendsen Postage

000760	3,102.25	Minn. State Treas.	MN License Fees Payabl
000761	142.00	Minn. State Treas.	State D/L Fees Payabl
000762	10.00	HCBA	Travel & Training
000763	79.50	Clerk of Distr. Court	Cnty D/L Fees Payable
000764	3,682.50	MN State Treas.	MN License Fees Payabl
000765	131.00	Minn. State Treas.	State D/L Fees Payabl
000766	6.00	Govt. Training Service	Travel & Training
000767	4,355.75	Minn. State Treas.	MN License Fees Payabl
000768	232.00	Minn. State Treas.	State D/L Fees Payabl

115,531.36 NECESSARY EXPENDITURES SINCE LAST COUNCIL MEETING
 Ck# 000759 thru 000809

CERTIFICATION REGISTER

CHECK DATE 08-13-82

CHECK	NAME			GROSS PAY	NET PAY
04668	BEHM	LOIS	N	586.62	487.44
04669	EVANS	BARRY	R	1,817.54	1,089.09
04670	PELOQUIN	ALFRED	J	747.23	193.39
04671	SCHLEICHER	JOHN	F	116.88	116.88
04672	CUDE	LARRY	J	191.54	145.44
04673	DOHERTY	KATHLEEN	M	305.00	217.56
04674	ZUERCHER	JOHN	L	115.39	115.13
04675	FAUST	DANIEL	F	1,446.46	950.94
04676	HAGEN	ARLINE	J	888.92	404.43
04677	MATHEYS	ALANA	K	677.54	473.93
04678	VIGCREN	CELORES	A	586.62	399.79
04679	AUPELIUS	LUCILLE	E	1,350.46	705.29
04680	SELVOG	BETTY	D	711.23	463.70
04681	GREEN	PHYLLIS	C	738.92	511.71
04682	SCHADT	JEANNE	L	215.36	178.28
04683	VIETOR	LORRAINE	S	683.40	459.53
04684	HENSLEY	PATRICIA	A	238.80	182.02
04685	FREDERICKSON	RITA	M	48.00	48.00
04686	STOTTLEMYER	EDITH	G	87.00	87.00
04687	BASTYR	DEBORAH	A	562.09	279.69
04688	HAGEN	THOMAS	L	1,424.31	331.08
04689	OMATH	JOY	E	553.39	381.01
04690	RICHIE	CAROL	L	501.23	315.48
04691	SVENDSEN	JOANNE	M	785.52	501.57
04692	ARNOLD	DAVID	L	1,182.92	436.85

CERTIFICATION REGISTER

CHECK DATE 08-13-8

CHECK	NAME			GROSS PAY	NET PAY
04693	ATCHISON	JOHN	H	1,036.15	678.37
04694	BOHMAN	RICK	A	629.54	432.80
04695	CAHANES	ANTHONY	G	1,216.15	139.72
04696	CLAUSON	DALE	K	1,036.15	156.73
04697	COLLINS	KENNETH	V	1,215.69	71.53
04698	DREGER	RICHARD	C	1,212.00	698.06
04699	GREEN	NORMAN	L	1,207.38	657.26
04700	HALWEG	KEVIN	R	1,016.77	518.39
04701	HEINZ	STEPHEN	J	774.46	490.21
04702	HERBERT	MICHAEL	J	1,016.77	582.84
04703	JAQUITH	DANIEL	R	774.46	489.46
04704	KORTUS	DONALD	V	406.72	282.77
04705	LANG	RICHARD	J	1,056.00	518.94
04706	MCNULTY	JOHN	J	1,206.92	196.58
04707	MEEHAN, JR	JAMES	E	1,053.50	534.09
04708	METTLER	DANIEL	B	1,036.61	665.26
04709	MOESCHTER	RICHARD	M	1,016.77	133.83
04710	MOPELLI	RAYMOND	J	1,016.77	671.99
04711	PELTIER	WILLIAM	F	1,163.08	661.69
04712	SKALMAN	DONALD	W	1,016.77	165.46
04713	STAFNE	GREGORY	L	1,016.77	628.42
04714	STILL	VERNON	T	997.38	576.91
04715	STOCKTON	DARPELL	T	997.38	640.81
04716	ZAPPA	JOSEPH	A	1,208.77	744.03
04717	BECKER	RONALD	D	1,065.23	210.23

CERTIFICATION REGISTER

CHECK DATE 08-13-

CHECK	NAME			GROSS PAY	NET PAY
04718	CUSICK	DENNIS	S	1,332.00	854.72
04719	GRAF	DAVID	M	1,065.23	510.12
04720	LEE	ROGER	W	1,104.00	625.47
04721	MELANDER	JON	A	1,065.23	20.57
04722	NELSON	CAFOL	M	1,090.85	700.76
04723	RAZSKAZOFF	DALE	E	1,084.61	121.59
04724	RYAN	MICHAEL	P	1,065.23	470.11
04725	VOPWERK	ROBERT	E	1,097.34	235.94
04726	YOUNGREN	JAMES	G	1,045.84	621.06
04727	EMBERTSON	JAMES	N	944.31	631.56
04728	SCHADT	ALFRED	C	1,127.54	685.12
04729	FLAUGHER	JAYME	L	677.54	445.27
04730	FULLER	JAMES	D	443.24	331.23
04731	NELSON	KAFEN	A	645.23	408.46
04732	NELSON	ROBERT	D	1,309.50	707.42
04733	RABINE	JANET	L	549.69	380.43
04734	TUCHNER	MICHELE	A	645.23	324.46
04735	WILLIAMS	DUANE	J	1,055.54	472.42
04736	BARTA	MARIE	L	495.69	326.84
04737	HAIDER	KENNETH	G	1,391.08	229.34
04738	HEGWERTH	JUDITH	A	505.42	360.99
04739	CASS	WILLIAM	C	1,157.08	573.03
04740	FREBERG	RONALD	L	824.00	510.54
04741	HELEY	RONALD	J	824.00	538.88
04742	HOCHBAN	JOSEPH	H	824.00	547.65

CERTIFICATION REGISTER

CHECK DATE 08-13-8

CHECK	NAME			GROSS PAY	NET PAY
04743	KANE	MICHAEL	R	824.00	370.60
04744	KLAUSING	HENRY	F	836.60	457.55
04745	MEYER	GERALD	W	834.08	425.04
04746	PRETTNER	JOSEPH	B	1,088.00	698.95
04747	REINERT	EDWARD	A	824.00	538.88
04748	TEVLIN, JR	HARRY	J	851.64	533.74
04749	ELIAS	JAMES	G	1,018.50	629.18
04750	GEISSLER	WALTER	M	970.15	582.81
04751	GESSELE	JAMES	T	893.54	603.03
04752	PECK	DENNIS	L	981.69	485.20
04753	PILLATZKE	DAVID	J	1,157.08	792.12
04754	WYMAN	JAMES	N	797.54	555.69
04755	LUTZ	DAVID	P	562.62	384.18
04756	BREHEIM	ROGER	W	769.60	490.07
04757	EDSON	DAVID	B	850.88	575.28
04758	MULWEE	GEORGE	W	769.60	493.03
04759	NADEAU	EDWARD	A	848.16	565.24
04760	NUTESON	LAVERNE	S	1,088.00	482.40
04761	OWEN	GERALD	C	845.44	503.86
04762	MACDONALD	JOHN	E	908.80	459.78
04763	MULVANEY	DENNIS	M	878.40	536.25
04764	BRENNER	LOIS	J	677.54	262.02
04765	KRUMMEL	BARBARA	A	273.78	129.22
04766	ODEGARD	ROBERT	D	1,364.77	842.83
04767	STAPLES	PAULINE	M	1,056.92	686.35

CERTIFICATION REGISTER

CHECK DATE 08-13-0

CHECK	NAME			GROSS PAY	NET PAY
04768	BURKE	MYLES	R	824.00	460.82
04769	GERMAIN	DAVID	A	834.25	540.83
04770	GUSINDA	MELVIN	J	1,149.20	642.81
04771	HELEY	ROLAND	B	829.04	551.44
04772	LEMON	JEFFREY	S	102.60	102.60
04773	MAIDA	MATTHEW	J	96.00	88.72
04774	MARUSKA	MARK	A	834.08	546.57
04775	PAPENEAU	THOMAS	J	320.00	320.00
04776	RASCHKE	ALBERT	F	284.95	254.46
04777	SANDQUIST	THOMAS	J	377.63	333.81
04778	SANTA	REED	E	862.38	503.46
04779	SPANNBAUER	MARTIN	J	223.13	223.13
04780	STARK	RICHARD	E	256.00	256.00
04781	WARD	TROY	G	248.00	248.00
04782	WAPZEKA	RICHARD	A	321.63	274.99
04783	SPANNBAUER	KATHLEEN	G	335.25	276.90
04784	TAUBMAN	DOUGLAS	J	804.00	517.20
04785	WARD	ROY	G	328.62	253.25
04786	GREW	JANET	M	684.92	448.59
04787	SOUTTER	CHRISTINE		684.92	470.04
04788	CHLEBECK	JUDY	M	711.23	300.63
04789	OLSON	GEOFFREY	W	1,340.31	822.75
04790	EKSTPAND	THOMAS	G	932.83	573.49
04791	JOHNSON	RANDALL	L	918.10	590.10
04792	OSTROM	MARJORIE		1,133.54	716.30

CERTIFICATION REGISTER

CHECK DATE 08-13-8

CHECK	NAME	GROSS PAY	NET PAY
04793	WENGER ROBERT J	857.54	497.58
CHECK REGISTER TOTALS		103,591.46	56,473.36

Action by Council:

F-2

Endorse: _____

Modify: _____

Reject: _____

Date: _____

MEMORANDUM

To: Barry Evans, City Manager
From: Robert D. Odegard, Director of Community Services
Re: Donations
Date: August 9, 1982

The following donations have been received:

The Maplewood Coin Club has donated \$100.00 for the Heritage Center. The money has been designated for improvement of the parking lot.

Loyal Order of Moose, Lodge No. 963, has donated \$200.00 to be used for the Happy Wanderer Puppet Wagon.

I recommend the City Council accept the donations and instruct staff to forward letters of thanks and appreciation.

E. Kuechenmeister

ST. PAUL LODGE No. 963
LOYAL ORDER OF MOOSE
GAMBLING ACCOUNT
1946 ENGLISH ST.
ST. PAUL, MN 55109

1269

PAY TO THE ORDER OF Maplewood Community Services Department

8-3 1982

22-55
960

Two Hundred + $\frac{00}{100}$

\$ 200⁰⁰/_{xx}

DOLLARS

Donation for Puppet Wagon



MAIN OFFICE AND LITTLE CANADA
FIRST STATE BANK OF SAINT PAUL
1000 PAYNE AVENUE
ST. PAUL, MINNESOTA 55101

Donald F. Lunde

Ralph T. Lunde

⑈001269⑈ ⑆ ⑆09600055⑆ ⑆ ⑆25⑈07796⑈

THIS CHECK IS IN PAYMENT OF ITEMS AS LISTED IN VOUCHER ABOVE. ENDORSEMENT OF PAYEE WILL CONSTITUTE A RECEIPT IN FULL WHEN CHECK IS PAID.

E-3

MEMORANDUM

TO: CITY MANAGER BARRY EVANS
FROM: CITY CLERK
REGARDING: FINAL APPROVAL - INDUSTRIAL REVENUE NOTE - SCHREIER'S MAPLEWOOD EAST

Final approval of the \$950,000 Commercial Development Revenue Note for the Maplewood East Shopping Center is requested. The shopping center is located at the northeast corner of Beam Avenue and White Bear Avenue and is completed.

CERTIFICATE OF MINUTES RELATING TO
\$950,000 COMMERCIAL DEVELOPMENT REVENUE NOTE
(Maplewood East Associates Project)

Issuer: City of Maplewood, Minnesota

Governing Body: City Council

Kind, date, time and place of meeting: A regular meeting,
held on August __, 1982, at _____ o'clock P.M., at
Maplewood, Minnesota.

Members present:

Members absent:

Documents Attached:

Minutes of said meeting (pages):

RESOLUTION RELATING TO A \$950,000
COMMERCIAL DEVELOPMENT REVENUE NOTE;
AUTHORIZING THE ISSUANCE THEREOF PURSUANT
TO MINNESOTA STATUTES, CHAPTER 474

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the obligations referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said obligations; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer this ____ day of August, 1982.

Signature

(SEAL)

Lucille Aurelius, City Clerk
Name and Title

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO A \$950,000
COMMERCIAL DEVELOPMENT REVENUE NOTE;
AUTHORIZING THE ISSUANCE THEREOF
PURSUANT TO MINNESOTA STATUTES,
CHAPTER 474

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

Section 1. Definitions.

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

Act: the Minnesota Municipal Industrial
Development Act, Minnesota Statutes, Chapter 474, as
amended;

Assignment: the Assignment of Rents and Leases
to be given by the Partnership to the Lender;

City: the City of Maplewood, Minnesota, its
successors and assigns;

Guarantors: Richard J. Schreier and Patricia A.
Schreier, individuals residing in the State of
Minnesota;

Guaranty: the Guaranty to be given by the
Guarantors to the Lender;

Holder: any holder of the Note;

Improvements: the approximately 33,060-square
foot shopping center and related facilities and
improvements acquired and constructed on the Land by
the Partnership in accordance with the terms of the
Loan Agreement;

Land: the real estate located in the County of
Ramsey, State of Minnesota, and legally described in
Exhibit A to the Mortgage;

Lender: Unionmutual Stock Life Insurance Co. of
America, a Maine corporation, its successors and
assigns;

Loan Agreement: the Loan Agreement to be entered into between the City and the Partnership;

Mortgage: the Combination Mortgage and Security Agreement and Fixture Financing Statement to be entered into between the Partnership, as mortgagor, and the Lender, as mortgagee;

Note: the \$950,000 Commercial Development Revenue Note (Maplewood East Associates Project) to be issued by the City pursuant to this Resolution;

Organizational Documents: the following documents, each of which shall be in form and substance acceptable to the Lender:

- (i) A copy of the Partnership Agreement of the Partnership, certified by a partner.
- (ii) An opinion or opinions of counsel reasonably acceptable to the Lender indicating that each of the documents referred to in Section 3.03 of this Resolution have been duly executed and delivered and are legal and binding obligations of the Partnership, the Guarantors and the City, as the case may be, enforceable in accordance with their terms.

Partnership: Maplewood East Associates, a Minnesota general partnership, and its permitted successors and assigns;

Pledge Agreement: the Pledge Agreement to be given by the City to the Lender;

Project: the Land and the Improvements, as they may at any time exist;

Project Costs: those costs defined as Project Costs in Section 1.01 of the Loan Agreement;

Resolution: this resolution of the City; and

Title: Commonwealth Land Title Insurance Company, through its agent, Title Services, Inc.

Section 2. Findings. It is hereby found and declared that:

(a) based upon representations made to the City by representatives of the Partnership as to the nature of the Project, the real property and improvements

described in the Loan Agreement and the Mortgage comprising the Project constitute a project authorized by the Act;

(b) the purpose of the Project is, and the effect thereof will be, to promote the public welfare by the attraction, encouragement and development of economically sound industry and commerce so as to prevent the emergence of or to rehabilitate, so far as possible, blighted and marginal lands and areas of chronic unemployment; the retention of industry to use the available resources of the community in order to retain the benefit of its existing investment in educational and public service facilities; halting the movement of talented, educated personnel of mature age to other areas and thus preserving the economic and human resources needed as a base for providing governmental services and facilities; and more intensive development of land available in the community to provide an adequate and better balanced tax base to finance the increase in the amount and cost of governmental services;

(c) the Improvements when completed will add to the tax base of the City, and will accordingly be of direct benefit to the taxpayers of the City as well as those of the County of Ramsey and the school district in which the City is located;

(d) the Project has been approved by the Department of Energy, Planning and Development of the State of Minnesota;

(e) the financing of the acquisition and construction of the Project, the issuance and sale of the Note, the execution and delivery of the Loan Agreement and the Pledge Agreement, and the performance of all covenants and agreements of the City contained in the Note, the Loan Agreement and the Pledge Agreement and of all other acts and things required under the Constitution and laws of the State of Minnesota to make the Note, the Loan Agreement and the Pledge Agreement valid and binding obligations of the City in accordance with their terms, are authorized by the Act;

(f) it is desirable that the Note in the amount of \$950,000 be issued by the City upon the terms set forth herein, and that the City pledge its interest in the Loan Agreement and grant a security interest

therein to the Lender as security for the payment of the principal of, premium and late charges, if any, and interest on the Note pursuant to the Pledge Agreement;

(g) the loan payments contained in the Loan Agreement are fixed, and required to be revised from time to time as necessary, so as to produce income and revenue sufficient to provide for prompt payment of principal of, premium and late charges, if any, and interest on the Note when due, and the Loan Agreement also provides that the Partnership is required to pay all expenses of the operation and maintenance of the Project, including, but without limitation, adequate insurance thereon and all taxes and special assessments levied upon or with respect to the Project and payable during the term of the Loan Agreement; and

(h) under the provisions of Minnesota Statutes, Section 474.10, the Note is not to be payable from nor charged upon any funds of the City other than the revenue pledged to the payment thereof; the City is not subject to any liability thereon; no Holder of the Note shall ever have the right to compel any exercise of the taxing power of the City to pay the Note or the interest thereon, nor to enforce payment thereof against any property of the City other than those rights and interests of the City under the Loan Agreement which have been pledged to the Lender by the Pledge Agreement; the Note shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City other than those rights and interests of the City under the Loan Agreement which have been pledged to the Lender by the Pledge Agreement; and the Note shall recite that the Note, including interest thereon, is payable solely from the revenue pledged to the payment thereof and shall not constitute a debt of the City within the meaning of any constitutional or statutory limitation.

Section 3. Authorization and Sale.

3.01. Authorization. The City is authorized by the Act to issue revenue bonds and loan the proceeds thereof to business enterprises to finance the acquisition and construction of "projects", as defined in the Act, and to make all contracts, execute all instruments and do all things necessary or convenient in the exercise of such authority.

3.02. Preliminary City Approval. By preliminary resolution duly adopted by the Council on October 1, 1981, after a public hearing held on that date, this Council approved the sale of a revenue obligation pursuant to the Act and the loan of the proceeds to the Partnership for the acquisition and construction of the Project suitable and designed for use as a shopping center and authorized the preparation of such documents as may be appropriate to the Project.

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

- (a) Assignment;
- (b) Guaranty;
- (c) Loan Agreement;
- (d) Mortgage; and
- (e) Pledge Agreement.

The forms of the documents listed in (a) through (e) above are approved, with such variations, insertions and additions as are deemed appropriate by the parties and approved by the City Attorney.

Section 4. Authorizations. Upon the completion of the Loan Agreement and the Pledge Agreement approved in Section 3.03 hereof and the execution thereof by the Partnership and the Lender, as the case may be, the Mayor and the City Clerk shall execute the same on behalf of the City and shall execute the Note in substantially the form approved in paragraph 5.01 hereof on behalf of the City, and shall execute such other certifications, documents or instruments as bond counsel or counsel for the Lender shall require, subject to the approval of the City Attorney, and all certifications, recitals and representations therein shall constitute the certifications, recitals and representations of the City. Execution of any instrument or document by one or more appropriate officers of the City shall constitute, and shall be deemed the conclusive evidence of, the approval and authorization by the City and the Council of the instrument or document so executed.

Section 5. The Note.

5.01. Form and Authorized Amount. The Note shall be issued substantially in the form presented to the Council and set forth as Exhibit A to this Resolution with such appropriate variations, omissions and insertions as are permitted or required by this Resolution, in the total principal amount of \$950,000. The terms of the Note are set forth therein, and such terms, including but not limited to provisions as to interest rate, dates and amount of payment of principal and interest and prepayment privileges, are incorporated by reference herein.

5.02. Execution. The Note shall be executed on behalf of the City by the signatures of the Mayor and the City Clerk and shall be sealed with its corporate seal. In case any officer whose signature shall appear on the Note shall cease to be such officer before the delivery thereof, such signature shall nevertheless be valid and sufficient for all purposes.

5.03. Mutilated, Lost and Destroyed Note. In case the Note shall become mutilated or be destroyed or lost, the City shall cause to be executed and delivered a new Note of like outstanding principal amount and tenor in exchange and substitution for and upon cancellation of the mutilated Note, or in lieu of and in substitution for such Note destroyed or lost, upon the Holder's paying the reasonable expenses and charges of the City in connection therewith, and, in case the Note is destroyed or lost, its filing with the City evidence satisfactory to it of such loss or destruction.

5.04. Registration. The Note shall be registered on the books of the City, subject to the conditions set forth in the form of the Note attached hereto as Exhibit A.

5.05. Delivery and Use of Proceeds. Prior to delivery of the Note, the documents referred to in Section 3.03 hereof shall be completed and executed in form and substance as approved by the City Attorney and an original, executed counterpart of each such document shall be delivered to the Lender, together with the Organizational Documents. The City shall thereupon deliver to the Lender the Note in the total principal amount of \$950,000, together with a copy, duly certified by the City Clerk, of this Resolution and such closing certificates as are required by bond counsel.

Upon delivery of the Note and the above items to the Lender, the Lender shall, on behalf of the City, disburse the proceeds of the Note to the Partnership in reimbursement of, or to its order for payment of, Project Costs pursuant to the provisions of the Loan Agreement. The Partnership shall provide the City with a full accounting of all funds disbursed for Project Costs.

5.06. Limitation on Note Transfers. The Note shall be issued without registration under state or other securities laws, pursuant to an exemption for such issuance; and accordingly the Note may not be assigned or transferred in whole or part, nor may a participation interest in the Note be given pursuant to any participation agreement, except in accordance with an applicable exemption from such registration requirement.

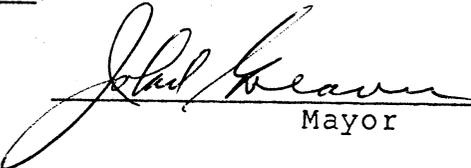
5.07. Construction Fund. There shall be established with Title a Construction Fund to be held by Title as a separate account of the City as provided in the Loan Agreement. Upon delivery of the Note to Lender, the undisbursed proceeds of the Note shall be credited to the Construction Fund held by Title on behalf of the City, at which time the entire principal amount of the Note shall be deemed advanced, and the Lender shall, on behalf of the City, disburse funds from the Construction Fund for payment of Project Costs upon receipt of such supporting documentation as the Lender may deem reasonably necessary, including compliance with the provisions of the Loan Agreement. The Lender or Partnership shall provide the City with a full accounting of all funds disbursed for Project Costs.

Any surplus in the Construction Fund shall be applied towards the prepayment of the Note as provided in the Loan Agreement and shall not be invested to produce a yield greater than the yield on the Note, as required by Internal Revenue Service Revenue Procedure 79-5, Revenue Procedure 81-22 and 26 CFR 601.201 (and any subsequent amendments, modifications or replacements thereof); provided that, if the Lender receives an opinion of bond counsel that the exemption from federal income taxation of interest on the Note will not be jeopardized, the surplus funds may be invested at a yield greater than the yield on the Note.

Section 6. Limitations of the City's Obligations. Notwithstanding anything contained in the Note, the Loan Agreement or the Pledge Agreement or any other documents referred to in Section 3.03 hereof, the

Note shall not constitute a debt of the City within the meaning of any constitutional or statutory limitation, and shall not be payable from nor charged upon any funds other than the revenue pledged to the payment thereof, and the City shall not be subject to any liability thereon, and no Holder of the Note shall ever have the right to compel any exercise of the taxing power of the City to pay the Note or the interest thereon, or to enforce payment thereof against any property of the City other than those rights and interests of the City under the Loan Agreement which have been pledged to the Lender by the Pledge Agreement, and the Note shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City other than those rights and interests of the City under the Loan Agreement which have been pledged to the Lender by the Pledge Agreement. The agreement of the City to perform the covenants and other provisions contained in this Resolution or the Note, the Loan Agreement or the Pledge Agreement and the other documents listed in Section 3.03 hereof shall be subject at all times to the availability of revenues furnished by the Partnership sufficient to pay all costs of such performance or the enforcement thereof, and the City shall not be subject to any personal or pecuniary liability thereon other than as stated above.

Adopted: August __, 1982.



Mayor

Attest: _____
City Clerk

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

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted and was signed by the Mayor which was attested by the City Clerk.

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF RAMSEY

CITY OF MAPLEWOOD

Commercial Development Revenue Note
(Maplewood East Associates Project)

No. R-1

\$950,000

The City of Maplewood, Minnesota, a municipal corporation and political subdivision of the State of Minnesota (the City), for value received, hereby promises to pay to Unionmutual Stock Life Insurance Co. of America, a Maine corporation, or its registered assigns (the Holder), at its principal office in Portland, Maine, or such other place as the Holder may designate in writing, from the source and in the manner hereinafter provided, the principal sum of NINE HUNDRED FIFTY THOUSAND DOLLARS (\$950,000), or so much thereof as may be advanced from time to time in accordance with the Loan Agreement hereinafter referred to, with interest on the unpaid principal balance at the rate of thirteen and three-fourths percent (13 3/4%) per annum, as such rate may be adjusted as hereinafter provided, in any coin or currency which at the time or times of payment is legal tender for the payment of public and private debts in the United States of America, and, at the option of Holder exercisable in the event the loan evidenced hereby is serviced directly by the Holder, by bank wire transfer or other immediately available funds. The principal of and interest on this Note are payable in installments due as follows:

(1) on or before the first day of September, 1982, there shall be paid an interest only payment equal to accrued interest between the date hereof and September 1, 1982; and

(2) on or before the first day of each and every calendar month thereafter to and including August 1, 2007, principal and interest shall be payable in equal monthly installments of Eleven Thousand Two Hundred Fifty-five and 00/100 Dollars (\$11,255.00), with a final payment of all unpaid principal and interest hereon on September 1, 2007.

Notwithstanding the foregoing in the event that any funds placed in the Construction Fund (as defined in .

the Loan Agreement) are used to prepay this Note, the monthly installment payments of principal and interest provided for in clause (2) above on the first day of the calendar day following any such prepayment and the first day of each month thereafter shall be adjusted such that such monthly installment payments are sufficient to amortize the then unpaid principal balance of this Note, together with interest at the rate of interest per annum then payable under this Note, in full, in equal monthly installment payments of principal and interest, by September 1, 2007.

The rate of interest per annum payable under this Note and the amount of the monthly installment payments of principal and interest provided for in the first paragraph of this Note are subject to adjustment as hereinafter provided in this Note, and are also further subject to adjustment in the event that the premises covered by the Mortgage hereinafter referred to are leased, sold, assigned, transferred, conveyed or otherwise alienated, or mortgaged, pledged or encumbered, as more fully provided in Section 1.11 of the Mortgage. All payments of principal and interest pursuant to clause (2) of the first paragraph of this Note shall be applied first to interest due on the outstanding principal balance and thereafter in reduction of said principal balance. All interest hereon shall be computed on the assumption that each year contains three hundred sixty (360) days and is composed of twelve (12) thirty-day months.

If the Holder should not receive on or before the fifteenth day of any calendar month all of the principal and interest due on this Note on the first day of such month, then, in addition to all other sums due hereunder, the Holder shall be entitled to receive on the sixteenth day of such month a service charge for its uncovered administrative costs in handling late payments equal to three percent (3%) of the delinquent principal and interest. In addition, the Holder shall be entitled to receive an additional service charge equal to three percent (3%) of the delinquent principal and interest for each additional period of fifteen (15) days that such payment remains delinquent.

Determination of Taxability

If the Holder receives notice of a Determination of Taxability (as defined in the Loan Agreement), the rate of interest then payable under this Note shall automatically be increased to sixteen and one-fourth

percent (16 1/4%) per annum (or, if the rate of interest hereunder has previously been increased pursuant to the section hereof captioned "Optional Increase of Interest Rate", or pursuant to Section 1.11 of the Mortgage, to the rate of interest per annum equal to two and one-half percent (2 1/2%) in excess of such increased rate), effective as of the date of receipt by the Holder of the notice of such Determination of Taxability, in which event the monthly installment payments of principal and interest by the City required hereunder in clause (2) of the first paragraph of this Note shall be increased, effective as of the first day of the calendar month following such date of receipt, to an amount sufficient to amortize the then unpaid principal balance of this Note, together with interest at the rate of interest per annum then payable under this Note, as increased in accordance with the provisions of this paragraph, in full, in equal monthly installment payments of principal and interest, by September 1, 2007. Except in cases where such Determination of Taxability is due to any change in applicable laws or regulations, the City shall also pay to the current and any previous Holder of this Note, in addition to the other amounts set forth in this paragraph and within thirty (30) days of receipt of a notice setting forth such amounts, the amounts of additional federal and state income taxes, including penalties and interest thereon, which such Holder or Holders estimate they will incur by reason of such Determination of Taxability for or with respect to their current and past tax years for the period of time between the Date of Taxability (as defined in the Loan Agreement) and the date of increase in interest rate on this Note. In cases where such Determination of Taxability is due to any change in applicable laws or regulations, the City shall also pay to the current and any previous Holder of this Note, in addition to the other amounts set forth in this paragraph, and within ten (10) days of receipt of a notice setting forth the amount of such difference, the difference between (i) the amounts actually paid hereunder between the Date of Taxability and the date of such payment, and (ii) the amounts which would have been due during such period if the increased interest rate provided for in this paragraph had been in effect. The provisions of this paragraph shall survive the payment of this Note.

The Holder shall notify in writing the City and the Partnership, as soon as practicable after the receipt thereof, of its receipt of a Determination of Taxability and of the consequent increase in interest rate and monthly installment payments required hereunder.

In addition, the Holder, at its option, may, at any time within six (6) months after receipt of notice of a Determination of Taxability, declare the unpaid principal balance of this Note, together with accrued interest thereon and any other indebtedness due hereunder, due and payable in full, upon at least six (6) months' prior written notice to the City and the Partnership, in which event the City shall pay to the Holder on the date specified in said notice an amount equal to the entire unpaid principal balance of this Note, plus accrued interest thereon and any other indebtedness due hereunder, plus a premium equal to five percent (5%) of such unpaid principal balance, if such payment occurs prior to the expiration of the tenth Loan Year (as defined in the Loan Agreement), or the premium that would be payable by the City upon an optional prepayment, as described in the first paragraph of the section hereof captioned "City's Right to Prepay Note", if such payment occurs on or after the commencement of the eleventh Loan Year; provided, however, that if such Determination of Taxability is due to any change in applicable laws or regulations, no such premium shall be payable.

Optional Increase of Interest Rate

At the option of the Holder, the rate of interest payable on the unpaid principal balance of this Note may be increased as of the beginning of the sixth, eleventh, sixteenth and twenty-first Loan Years, upon no less than one hundred twenty (120) days' prior written notice to the City and the Partnership, subject to the limitations set forth in the section hereof captioned "Minimum and Maximum Interest Rate". In the event of any such increase in the rate of interest hereunder, and provided that the City does not prepay this Note as hereinafter provided in this paragraph, the monthly installment payments of principal and interest by the City required hereunder in clause (2) of the first paragraph of this Note shall be increased, effective as of the first day of the second calendar month of the Loan Year in question, to an amount sufficient to amortize the then unpaid principal balance of this Note, together with interest at the rate of interest per annum then payable under this Note, as increased in accordance with the provisions of this paragraph, in full, in equal monthly installment payments of principal and interest, by September 1, 2007. In the event the City and the Partnership receive written notice from the Holder of any such optional increase in the rate of interest on this Note pursuant to the provisions of this paragraph, the City shall have the right to prepay this Note in whole,

but not in part, at any time within one hundred eighty (80) days of receipt of said notice, without any penalty or premium.

Minimum and Maximum Interest Rate

Notwithstanding anything in this Note to the contrary, in no event shall the rate of interest at any time payable on this Note be less than thirteen and three-fourths percent (13 3/4%) per annum, nor exceed (i) the lesser of forty percent (40%) per annum or, for the periods beginning with the sixth, eleventh, sixteenth and twenty-first Loan Years, respectively, the rate of interest per annum equal to one hundred ten percent (110%) of the average of the yields reflected in The Bond Buyer 30-year Revenue Index of 25 Revenue Bonds as published in The Daily Bond Buyer (or, if said index is no longer published, the rate of interest per annum equal to one hundred twenty percent (120%) of the average of the yields reflected in The Bond Buyer Index of 20 Municipal Bonds as published in The Daily Bond Buyer, or, if neither of said indexes is published, to the rate of interest per annum based on a comparable index selected by the Holder) during the last three (3) full calendar months prior to the Holder's written notice of increase of the interest rate hereon, given in accordance with the provisions of the previous paragraph, with respect to such period, provided that a Determination of Taxability has not occurred, or (ii) forty percent (40%) per annum if a Determination of Taxability has occurred.

Holder's Right to Call Note

At the option of the Holder, the unpaid principal balance of this Note, together with accrued interest thereon and any other indebtedness due hereunder, may be declared due and payable in full as of the end of the tenth, fifteenth and twentieth Loan Years, upon six (6) months' prior written notice to the Partnership and the City, provided that in the event the Holder exercises such option, and this Note is paid in full by the City on or before the date specified in such notice, no prepayment penalty or premium shall be payable with respect to such payment.

City's Right to Prepay Note

Except as otherwise expressly provided in this Note or in the Loan Agreement, this Note may not be prepaid prior to the expiration of the tenth Loan Year.

Beginning with the eleventh Loan Year and thereafter, upon sixty (60) days' prior written notice to the Holder, the City may prepay the unpaid principal balance hereof, in whole or in part, on any installment payment date, upon payment of a premium of five percent (5%) of the amount of such prepayment during the eleventh Loan Year. The premium for such prepayment shall decrease by one-half of one percent ($\frac{1}{2}\%$) for each Loan Year thereafter, until a premium of one percent (1%) is reached, which premium shall be applicable until September 1, 2007, at which time no premium shall be payable. The Holder shall apply any such prepayment against the applicable prepayment premium and then against the unpaid principal amounts due hereunder, if the entire unpaid principal balance and interest thereon is not paid in full, and no partial prepayment shall postpone, defer or reduce the amount of the monthly installment payments otherwise due hereunder. To the extent permitted by law, (i) said prepayment premium shall be payable regardless of whether this Note is prepaid voluntarily or involuntarily, and (ii) if the principal sum is prepaid prior to the expiration of the tenth Loan Year following an acceleration of this Note after default, the premium payable in respect thereof shall be an amount equal to five percent (5%) of the principal sum prepaid.

In the event the Holder applies the net proceeds of insurance or condemnation awards upon the occurrence of certain events of damage, destruction or condemnation of the property subject to the Mortgage to the payment of this Note, as provided in Sections 1.06 and 1.07 of the Mortgage, such application shall be made without any prepayment penalty or premium.

Purpose and Security

This Note is issued by the City for the purpose of providing funds to be loaned to Maplewood East Associates, a Minnesota partnership (herein called the Partnership), pursuant to the terms of a Loan Agreement, of even date herewith (the Loan Agreement), between the City and the Partnership, to be used to pay the cost of a project, within the meaning of Minnesota Statutes, Section 474.02, Subdivision 1a, consisting of the acquisition and construction on certain land in the City of an approximately 33,060 square foot shopping center and related facilities and improvements.

This Note is secured by a Pledge Agreement, of even date herewith, by the City to Unionmutual Stock Life

Insurance Co. of America, a Maine corporation (together with its successors and assigns, the Lender), by a Combination Mortgage and Security Agreement and Fixture Financing Statement, of even date herewith (the Mortgage), between the Partnership, as mortgagor, and the Lender, as mortgagee, by an Assignment of Rents and Leases, of even date herewith (the Assignment), from the Partnership to the Lender, and by a Guaranty, of even date herewith (the Guaranty), from Richard J. Schreier and Patricia A. Schreier to the Lender. The disbursement of the proceeds of this Note is subject to the terms and conditions of the Loan Agreement.

This Note is issued pursuant to and in full compliance with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapter 474, and pursuant to a resolution duly adopted by the City Council on August 23, 1982 (the Resolution), and, together with interest hereon and any premiums, penalties, late charges or other amounts payable hereunder, however designated, are special obligations of the City payable solely from payments to be received by the City pursuant to the Loan Agreement, from payments under the Guaranty and from disposition of the property which secures payment of this Note. This Note, the interest hereon and any premiums, penalties, late charges or other amounts payable hereunder, however designated, shall never constitute a debt of the City within the meaning of any constitutional provision or statutory limitation and shall never constitute or give rise to a charge against its general credit or taxing powers, and are not payable from nor a charge upon any funds of the City other than the revenues pledged to the payment thereof. This Note, the interest hereon and any premiums, penalties, late charges or other amounts payable hereunder, however designated, do not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City, except the revenues to be received by the City under the Loan Agreement, and the agreement of the City to perform or cause the performance of the covenants and other provisions herein referred to shall be limited at all times to the availability of revenues from the Loan Agreement, the Assignment, the Mortgage and the Guaranty sufficient to pay all costs of such performance or the enforcement thereof. The provisions of this paragraph shall, for all purposes of this Note, be controlling and be given full force and effect, anything else to the contrary in this Note notwithstanding.

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

It is agreed that time is of the essence of this Note. If a default occurs in any payment due under this Note and is not cured within ten (10) days after the date such payment is due, or if any Event of Default shall occur under the Mortgage or the Loan Agreement, then the Holder may at its right and option declare immediately due and payable without notice the principal balance of this Note and interest accrued thereon, and, to the extent permitted by law, the applicable prepayment penalty, together with any reasonable attorneys' fees incurred by the Holder in collecting or enforcing payment thereof, whether suit be brought or not, and all other sums due hereunder or under the Mortgage, the Loan Agreement, the Guaranty or the Assignment, anything to the contrary therein notwithstanding, and payment thereof may be enforced and recovered in whole or in part, at any time, by one or more of the remedies provided in this Note, the Mortgage, the Loan Agreement, the Guaranty or the Assignment. The Holder may extend the time of payment of interest and/or principal of this Note, without notice to or consent of any party liable hereon and without releasing any such party, provided that in no event shall the maturity date of this Note be extended beyond September 1, 2007.

The remedies of the Holder, as provided herein and in the Mortgage, the Loan Agreement, the Guaranty and the Assignment, shall be cumulative and concurrent; may be pursued singly, successively or together and at the sole discretion of the Holder; and may be exercised as often as occasion therefor shall occur. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

The City, for itself, its successors and assigns, hereby waives diligence, demand, presentment, protest and notice of dishonor and suretyship defenses generally, and agrees that, except as otherwise expressly provided herein or in the Loan Agreement, without any notice, the Holder hereof and any present or future owner or owners of any property and interests covered by the Mortgage or any

other document given to secure this Note, or executed in connection with this Note, may, to the extent permitted by law, from time to time extend, renew, or otherwise modify the date or dates or amount or amounts of payment above recited; or, the Holder hereof may from time to time release any part or parts of the property and interests subject to said Mortgage or to any such other document from the same, with or without consideration. In any such case, the City, subject to limitation of the City's liability, shall, to the extent permitted by law, continue liable to pay the unpaid balance of the indebtedness evidenced hereby as so extended, renewed or modified and notwithstanding any such release.

Negotiation and Registration

The City shall register this Note upon its books. Upon such registration, this Note shall be transferable only by the Holder hereof in person or by its attorney duly authorized in writing by registration hereon and on the books of the City kept for that purpose at the office of the City Clerk and upon surrender hereof together with a written instrument of transfer satisfactory to the City Clerk, duly executed by the Holder or its duly authorized attorney. Upon such transfer, the City Clerk will note the date of registration and the name and address of the new Holder upon the books of the City and in the registration blank appearing below. The City may deem and treat the person in whose name this Note is last registered upon the books of the City, with such registration also noted on this Note, as the absolute owner hereof, whether or not overdue, for the purpose of receiving payment of or on account of the principal hereof, interest hereon or any other sums payable hereunder, and for all other purposes, and all such payments so made to the Holder or upon its order shall be valid and effectual to satisfy and discharge the liability on this Note to the extent of the sum or sums so paid, and the City shall not be affected by any notice to the contrary. The service charge shall be made for such transfer, but the City may require payment of a sum sufficient to cover any tax, fee or governmental charge or other expense incurred by the City each in connection with such transfer.

Separability

If any term of this Note, or the application thereof to any person or circumstances, shall, to any

extent, be invalid or unenforceable, the remainder of this Note, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Note shall be valid and enforceable to the fullest extent permitted by law.

Successors in Interest

This Note applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their respective heirs, legal representatives, successors and assigns. The term "Holder" shall mean the registered holder and owner of this Note, whether or not named as Holder herein.

Modifications

This Note may not be amended, modified or changed nor shall any waiver of any provision hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

It is intended that this Note is made with reference to and shall be construed as a Minnesota contract and governed by the laws thereof.

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

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

IN WITNESS WHEREOF, the City has caused this Note to be duly executed by its duly authorized officers and

its corporate seal to be affixed hereto, all as of this
____ day of August, 1982.

CITY OF MAPLEWOOD, MINNESOTA

By *John Greavu*
John Greavu, Mayor

And _____
Lucille Aurelius,
City Clerk

(SEAL)

Certificate of Registration

It is hereby certified that the City of
Maplewood, Minnesota, has this day registered the within
Note as to principal and interest, in the name of the
party set forth in the registration blank below, on the
books kept by the undersigned for such purpose:

<u>Name of Registered Owner</u>	<u>Date of Registration</u>	<u>Authorized Signature of City Clerk</u>
Unionmutual Stock Life Insurance Co. of America	August __, 1982	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

MEMORANDUM

TO: City Manager
 FROM: Assistant City Engineer
 DATE: August 16, 1982
 SUBJECT: Dorland Road--Hillwood Drive
 Project No. 78-10
 Contract Amendment No. 1

Action by Council:
 Endorsed _____
 Modified _____
 Rejected _____
 Date _____

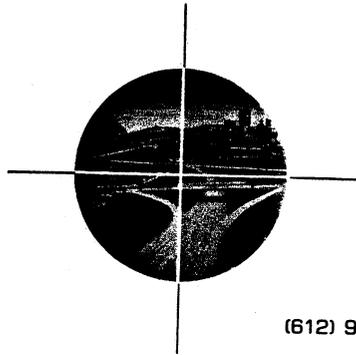
Attached is information concerning additional work and amendments to the construction contract for the above referenced project. The changes are a result of the inferior quality of the street subgrade material on Linwood Avenue, Hillwood Drive and Dorland Road. The nature of the requested changes are as follows:

1. Soil borings taken during the design phase indicated that the inplace material, within the roadway limits, were inadequate for purposes of supporting the street structures. Design specified subgrade correction consisting of removal of the unstable materials and replacement with a common borrow. During the course of the construction, it became apparent that the subsoil conditions contained very high moisture contents and that a better than common grade borrow would have to be used. The design was therefore changed to utilize a granular borrow which will provide for increases stability. The estimated cost for the granular borrow will increase the contract by \$21,013.65.
2. Linwood Avenue is owned and maintained by Ramsey County, therefore, replacement of the street facilities was under the direction of the County authorities. One of their requirements was to provide a seal coat application over the new street surface within one year after completion of the surfacing. We consider this type of surface treatment to be ineffective on a new street surface. The County concurred and then deleted the seal coating requirement. The effect of the deletion results in a decrease of \$3,870.00.

The composite effect of this amendment increases the original contract amount by \$17,143.65. This amount is not a true representation of the overall effect of the change in design. The granular borrow results in a higher quality subgrade and, therefore, the gravel thickness has been decreased. This reduced quantity of gravel and the omission of the common borrow results in an overall increase of \$2,335.67. In estimating the project cost, we added sufficient funds for construction contingencies of off set this amount.

We recommend that the City Council approve the requested change in contract as delineated under Contract Amendment No. 1

WILLIAM D. SCHOELL
 CARLISLE MADSON
 JACK T. VOSLER
 JAMES R. ORR
 HAROLD E. DAHLIN
 LARRY L. HANSON
 JACK E. GILL
 THEODORE D. KEMNA
 JOHN W. EMOND
 KENNETH E. ADOLF
 WILLIAM R. ENGELHARDT
 R. SCOTT HARRI
 GERALD L. BACKMAN
 R. MARK KOEGLER



SCHOELL & MADSON, INC.

ENGINEERS, SURVEYORS, PLANNERS,
 AND SOIL TESTING

(612) 938-7601 • 50 NINTH AVENUE SOUTH • HOPKINS, MINNESOTA 55343

August 9, 1982

City of Maplewood
 c/o Mr. David J. Pillatzke, P.E.,
 Assistant City Engineer
 1902 East County Road B
 Maplewood, Minnesota 55109

Subject: City of Maplewood, Minnesota
 Hillwood Drive/Dorland Road
 Improvement Project No. 78-10
 Contract Amendment No. 1
 Our File No. 10018

Gentelmen:

Herewith is Contract Amendment No. 1 for subject project. This amendment involves the deletion of the sealcoat construction on East Linwood Avenue and the addition of granular borrow for roadway stabilization. The granular borrow is required due to a lack of adequate material available within the project limits.

The gross affect of this Amendment will show an increase to the original estimated contract amount of \$17,143.65. However, the net increase will be approximately \$2,335.67. The breakdown is as follows:

Add:			
Granular Borrow	6,671 Tons @ \$3.15/Ton		\$21,013.65
Subgrade Excavation	5,486 C.Y. @ \$1.42/C.Y.		<u>7,790.12</u>
Total Add			\$28,803.77
Deduct:			
Class 5 Modified Gravel Base on East Linwood Avenue	2,253 Tons @ \$7.70/Ton		\$17,348.10
Bituminous Sealcoat	4,300 S.Y. @ \$0.90/S.Y.		3,870.00
Common Borrow	5,000 C.Y. @ \$1.05/C.Y.		<u>5,250.00</u>
Total Deduct			\$26,468.10

Net Add to Overall Project Cost = \$2,335.67

SCHOELL & MADSON, INC.

City of Maplewood
c/o Mr. David J. Pillatzke, P.E.,
Assistant City Engineer
Page Two

August 9, 1982

This Amendment, in the amount of \$17,143.65, is recommended for approval.

Very truly yours,

SCHOELL & MADSON, INC.

R. Scott Harri

RSHarri:mkr

enclosure

RECEIVED

AUG 10 1982

CITY OF MAPLEWOOD
ENGINEERING OFFICE

CONTRACT AMENDMENT NO. 1
JULY 30, 1982

PROJECT: HILLWOOD DRIVE/DORLAND ROAD
IMPROVEMENT PROJECT NO. 78-10

OWNER: CITY OF MAPLEWOOD, MINNESOTA

TO: MUELLER PIPELINERS, INC., P. O. BOX 268, PERHAM, MINNESOTA 56573

You are directed to make the changes noted below in the subject contract.

OWNER: City of Maplewood

BY: Barry R. Evans, City Manager

BY: John Greavu, Mayor

DATE: _____

DATE: _____

Nature of Change: For the deletion of the sealcoat construction on East Linwood Avenue and the addition of 6671 tons of select granular borrow for road stabilization purposes.

Original Contract Price	\$677,840.25
Total of Previously Authorized Change Orders	\$ 0.00
Net Increase Resulting from this Change Order	\$ 17,143.65
Current Contract Price Including All Change Orders	\$694,983.90

This Change Order results in the following adjustment of Contract Time:
No Change

The above changes are approved:

SCHOELL & MADSON, INC.
ENGINEER

MUELLER PIPELINERS, INC.
CONTRACTOR

BY: R. Scott Harri
R. Scott Harri

BY: Amal K. Page, VICE-PRESIDENT

DATE: _____

DATE: AUGUST 2, 1982

[Signature] 8-16-82
CITY ENGINEER (ASST) DATE

CITY ATTORNEY

July 30, 1982

PROJECT: HILLWOOD DRIVE/DORLAND ROAD
IMPROVEMENT PROJECT NO. 78-10
CITY OF MAPLEWOOD, MINNESOTA

CONTRACTOR: MUELLER PIPELINERS, INC.
P. O. BOX 268
PERHAM, MINNESOTA 56573

CONTRACT AMENDMENT NO. 1

CURRENT ESTIMATED CONTRACT AMOUNT: \$677,840.25

THIS AMENDMENT:

* For the deletion of the seal coat on East Linwood Avenue
and the addition of select granular borrow for street
construction.

ADD:

Select Granular Borrow 6,671 Tons @ \$3.15/Ton = \$21,013.65

DEDUCT:

Bituminous Sealcoat 4,300 S.Y. @ \$0.90/S.Y. = \$ 3,870.00

TOTAL ADD: \$ 17,143.65

TOTAL ESTIMATED CONTRACT AMOUNT
WITH CONTRACT AMENDMENT NO. 1 \$694,983.90

MEMORANDUM

TO: City Manager
 FROM: Randall Johnson--Associate Planner
 SUBJECT: Special Use Permit--Non-Conforming Use Expansion
 LOCATION: 1960 Ide Street
 OWNER/APPLICANT: John Mastel
 DATE: July 27, 1982

Action by Council:

Endorsed_____

Modified_____

Rejected_____

Date_____

SUMMARY OF THE PROPOSAL

Request

Approval of a special use permit to expand a residential use located in a limited business commercial zoning district.

Proposal

Move a 20 x 22 garage onto the property for residential use.

CONCLUSION

Analysis

The intent of the code is to prohibit expansions to non-conforming uses or structures that would discourage eventual development of an area as planned and zoned.

The applicant's request to move a modest-sized garage onto a property, where no garage exists presently, would have little effect on a developer who wanted to convert this property to a commercial use.

Approval would also be in the public interest in that the applicant's cars, yard equipment, bikes, etc. could be placed under cover. This would improve the aesthetics of the area and reduce the opportunities for vandalism and theft.

Recommendation

Approval of a special use permit to allow the non-conforming single-dwelling use at 1960 Ide Street to be expanded to include a garage. The basis for approval is that the expansion of this use will not be significant enough to discourage development of the parcel as zoned and planned.

BACKGROUND

Site Description

Lot Size: 120 x 124 feet, with 120 feet of frontage on Ide Street

Existing Land Use: A 672 square foot, single dwelling. No accessory structures exist.

Surrounding Land Uses

North: An undeveloped 80 x 124 foot parcel, abutting unimproved portions of Ide Street and Ryan Avenue, planned and zoned for limited service commercial use.

East: An unimproved twenty foot wide alley right-of-way and the Gladstone School property.

South: An undeveloped 80 x 124 foot parcel, planned and zoned for limited service commercial use.

West: Ide Street. Across Ide Street, undeveloped land planned and zoned for limited service commercial use.

Past Action

7-3-80: Council approved the expansion of a non-conforming single dwelling in a commercial zone for Mr. Elwood Lyng at 1960 Clarence, on the basis that "the expansion will not be significant enough to discourage development of the subject as zoned and planned."

DEPARTMENT CONSIDERATIONS

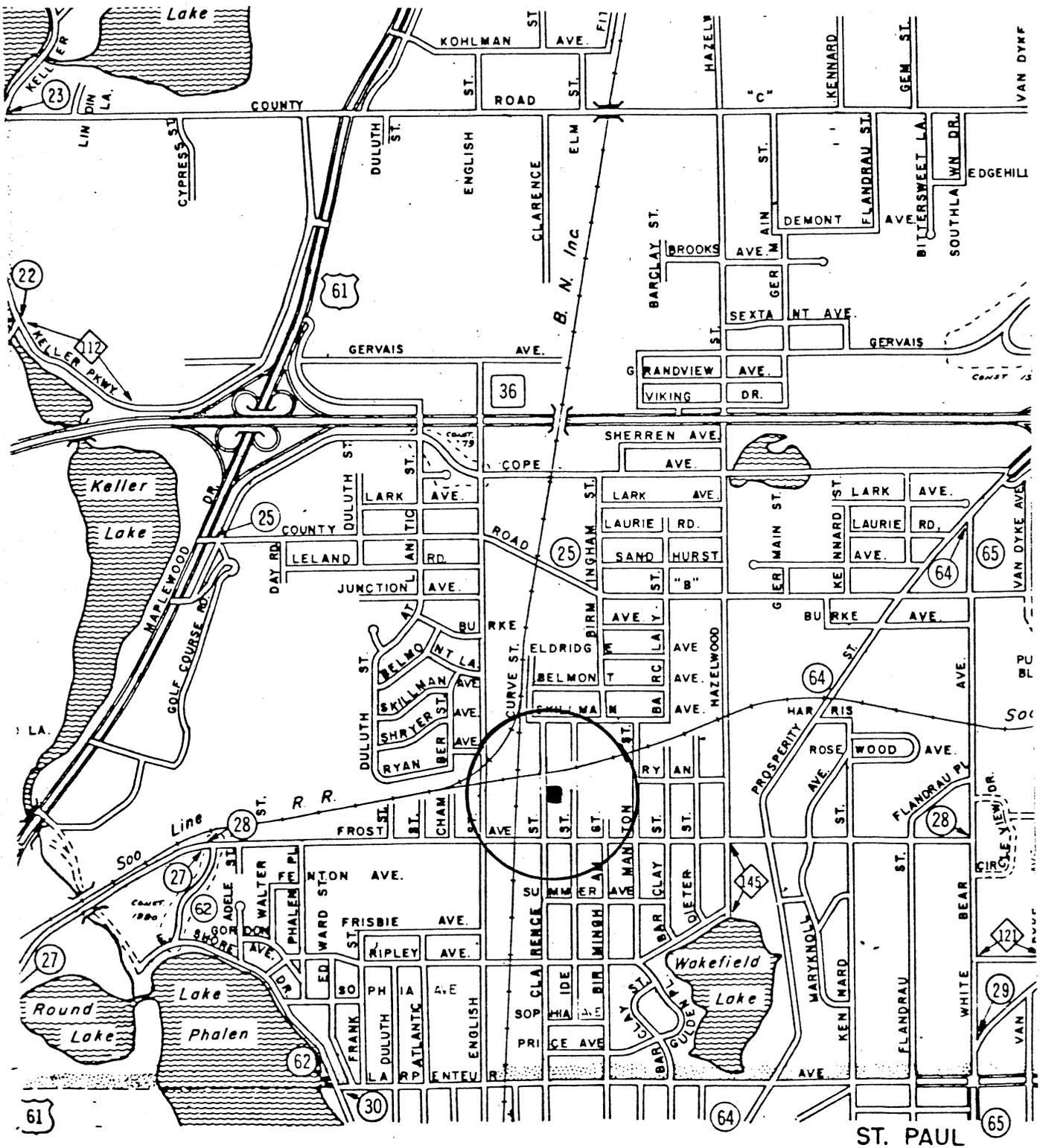
Planning

1. Land Use Plan Designation: LSC - Limited Service Commercial
2. Zoning: LBC - Limited Business Commercial
3. Compliance with Land Use Laws: Section 912.010(5) states that "no non-conforming building or premises devoted to a use not permitted in the district in which such building or use is located shall be enlarged, re-constructed, or structurally altered, unless:
 - a. required by law or government order, or
 - b. there would not be a significant effect, as determined through a special use permit, on the development of the parcel as zoned."

jw

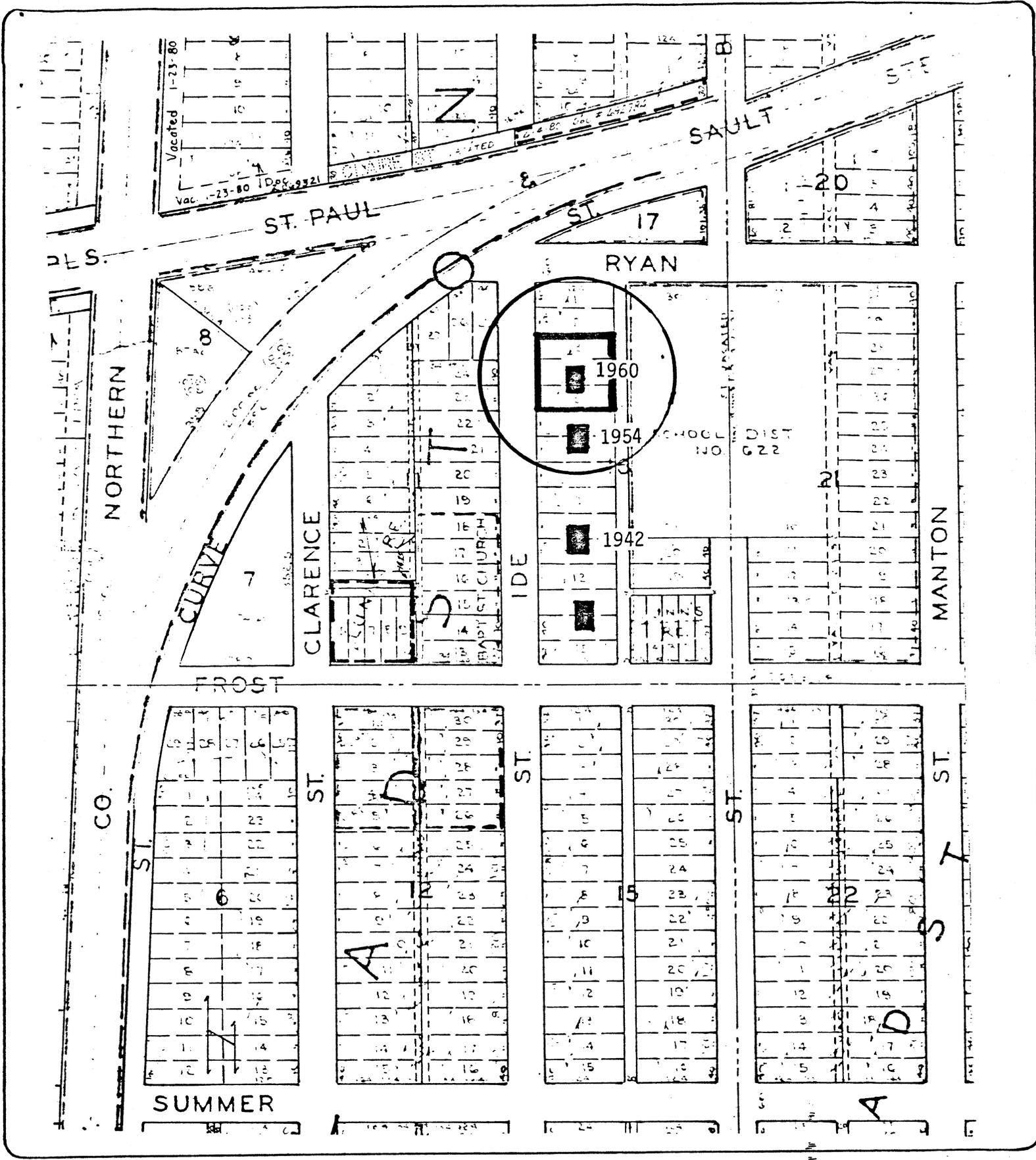
Enclosures

1. Location Map
2. Property Line Map
3. Applicant's Letter of Request, dated 7-26-82

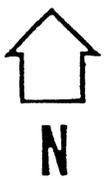


LOCATION MAP





PROPERTY LINE MAP



Dear Sir,

We would like to have a Garage moved on our property. The Garage is 30 x 22. We were told we only needed a moving permit to move the garage on our property. We now have to get a Special use permit & were told that they were sorry for giving us the wrong information. The garage is for our use as storage for cars, bikes, lawnmower. We have had 1 bike stolen previously. Please see if this permit can be rushed because the mover only gave us 30 days to get this straightened out.

Thank you
Mrs John MacNeil

P.S. Mr Olson said it could be done in 4 weeks so we are hoping for all your help

A. Special Use Permit: 1960 Ide Street (Mastel)

8-2-82

Secretary Olson said the applicant is requesting approval of a special use permit to expand a residential use located in a Limited Business Commercial zoning district. Staff is recommending approval as outlined in their report.

Karen Mastel, 1960 Ide Street, requested the Planning Commission recommend approval of the request.

Commissioner Barrett moved the Planning Commission recommend approval of a special use permit to allow the nonconforming single-dwelling use at 1960 Ide Street to be expanded to include a garage. The basis for approval is that the expansion of this use will not be significant enough to discourage development of the parcel as zoned and planned.

Commissioner Kishel seconded

Ayes--Commissioners Barrett, Ellefson, Fischer, Howard, Kishel, Prew, Sletten, Whitcomb

MEMORANDUM

TO: City Manager
 FROM: Associate Planner--Randall Johnson
 SUBJECT: Zone Change, Street Vacations, and Lot Frontage Variance
 LOCATION: Walter Street and Frost Avenue
 APPLICANT: Michial Mularoni
 OWNERS: Frank Silberbauer and Edith Hagstrom
 DATE: July 29, 1982

Action by Council:

Endorsed _____
 Modified _____
 Rejected _____
 Date _____

SUMMARY OF THE PROPOSAL

Request

1. A zone change from R-1, Residence District (Single Dwelling) to R-3, Residence District (Multiple Dwelling). Refer to map three for the boundaries of this request.
2. Vacation of Walter Street from Fenton Street to Frost Avenue.
3. Vacation of Fenton Street from Adele to Walter Streets.
4. A thirty-foot lot frontage variance for Mrs. Edith Hagstrom's property at 1096 Frost Avenue (map three).

Proposal

1. Construct two quad structures containing four units each. The bedroom mixture would be six two-bedroom and two one-bedroom units.
2. Refer to the developer's letters of request.

CONCLUSION

Analysis

The applicant's request to vacate Walter Street requires approval of a lot frontage variance for 1096 Frost Avenue so as not to land lock this parcel (map three). The question is whether a lot frontage variance for this parcel is an acceptable remedy for the present lack of frontage on an improved street.

-The Hagstrom home at 1096 Frost Avenue has existed for many years without frontage to an improved street. The present access is from Frost Avenue by way of the unimproved alley east of the property (map three).

It would not be cost-effective to construct Walter Street to serve this property. Other properties in the area have frontage on an improved street, except Mr. Silberbauer at 1078 Frost Avenue. If Walter Street were to be vacated, this property would also have frontage on an improved street (map three).

Other than combination with property to the north or south, the requested variance is the only means for 1096 Frost Avenue to gain frontage on an improved street. Approval of the variance would perpetuate the present house-behind-a-house situation. However, the public interest would be served if a driveway and property address off Fenton were required as a condition of the variance for property visibility. Such visibility does not presently exist which hinders the provision of public safety services.

Vacation of Walter Street and Fenton Street would also bring Mr. Silberbauer's property (1078 Frost) into conformance with lot frontage requirements. At present, only the southeast corner of this property abuts a maintained public street.

Recommendation

- I. Approval of a thirty-foot lot frontage variance for Mrs. Edith Hagstrom, (1096 Frost Avenue) to permit only thirty feet of frontage on Fenton Street, subject to:
 - A. Deed restrictions being recorded to run with lots 14-17, Block 3, Kavanagh and Dawson's Addition to Gladstone stating that:

"Effective upon Mrs. Edith Hagstrom ceasing to reside at this property, presently known as 1096 Frost Avenue:

 1. A driveway shall be constructed and maintained to Fenton Street which meets the requirements of Section 10.207 of the Uniform Fire Code.
 2. A Fenton Avenue address shall be assigned by the City Clerk and be clearly identifiable from Fenton Street."
 - B. Submission to the City of a deed from the Anderson's (1101 Fenton Avenue) to Edith Hagstrom (1096 Frost Avenue) plus any necessary recording costs for the east thirty feet of vacated Walter Street. This deed will be recorded by the City once the resolution vacating Walter Street has been recorded.

Approval is recommended on the basis that:

1. The dwelling was in existence prior to City Code requirements for frontage on a maintained public street.
2. Improvement of Walter Street to serve this property would be cost prohibitive.
3. The proposed frontage on Fenton Street is the only alternative, short of eliminating the existing dwelling and combining the property with an abutting property with proper frontage.
4. A paved drive access to Fenton Street for 1096 Frost is more desirable for the provision of public safety services than the present unimproved access to Frost Avenue.

II. Approve the vacation of Walter Street between Fenton Street and Frost Avenue, subject to (at least four votes for approval):

A. Approval of the requested lot frontage variance for 1096 Frost Avenue (Recommendation I).

B. Retention of utility and storm water easements as follows:

1. Ten feet along the west side of the centerline.
2. Twenty feet along the east side of the centerline, north of the westerly extension of the north line of Lot 16 (map two).
3. Ten feet along the remainder of the east side of the centerline.
4. The north seven feet of the right-of-way.

Approval is recommended on the basis that:

1. Walter Street is not necessary to the local street network.
2. It would be cost-prohibitive in terms of construction and maintenance costs to improve all or a portion of Walter Street to serve the only existing dwelling (1096 Frost Avenue) which does not have frontage on an improved street.
3. The owner of 1096 Frost Avenue does not prefer to develop the north eighty feet of her property.

III. Approval of the enclosed resolution, approving a zone change from R-1, Residence District (Single Dwelling) to R-3, Residence District (Multiple Dwelling), on the basis that:

- A. The zone change is consistent with the land use plan.
- B. The proposed use would not substantially detract from the use of abutting properties.

IV. Approval to vacate Fenton Street between Adele and Walter Streets, subject to retention of the westerly forty feet of right-of-way for a possible future cul-de-sac on Adele Street.

Approval is recommended on the basis that:

- A. None of the abutting properties require access from Fenton Street.
- B. Improvement of this right-of-way would be cost-prohibitive and not in the public's interest, due to the lack of accessibility of adjacent properties.
- C. On May 1, 1980 Council approved a variance for Peter Dicke on the basis that "there is no reason or public purpose for constructing Fenton Street.

BACKGROUND

Site Description

1. Proposed Rezone Site (map three)

Size: 1.21 acres

Existing land use: Undeveloped land and an undeveloped 60 x 251 foot portion of the Walter Street right-of-way, planned for residential medium density use.

2. Proposed Street Vacations (South of the rezoning site)

a. An undeveloped 60 x 142 foot portion of Walter Street, lying north of Fenton Street.

b. An undeveloped 60 x 300 foot portion of Fenton Street lying west of Walter Street.

Surrounding Land Uses

1. Rezone site

North: Frost Avenue, across Frost Avenue, Flicek Park

East: Single dwelling

South: Single dwelling

West: Single dwellings

2. Fenton Street right-of-way--unimproved

North: Single dwelling and undeveloped property planned for single-dwelling use

South: Single dwelling and undeveloped property planned for single-dwelling use

East: An improved portion of Fenton Street

West: An unimproved portion of Adele Street

3. Walter Street right-of-way--unimproved (lying south of the proposed rezone site)

East: Single dwellings

South: An improved portion of Walter Street

West: A single dwelling

Past Actions

3-1-79: Council tabled a request by Peter Dicke for lot frontage and access variances to build on lots 19 and 20, Block 4, Kavanagh and Dawson's Addition to Gladstone (map two) "until a feasibility study for streets and utilities in the area is completed."

Past Actions - continued

- 5-1-80: a. Council approved the construction of Walter Street. Improvement of the cul-de-sac for Adele Street, mouth of Frost Avenue, was considered but not approved.

Construction of Walter Street did not proceed because of a disagreement with Mr. Silberbauer as to assessments and required easements.

If a project does not proceed within one year, it must be reordered by Council if it is to proceed. No requests have been received to reconsider this project.

- b. Council approved lot frontage and access variances for Peter Dicke (see 3-1-79 action) on the basis that "there is no reason or public purpose for constructing Fenton Street and because Council did not order the Adele Street improvement."

A dwelling has not been constructed on this parcel.

DEPARTMENTAL CONSIDERATIONS

Planning

1. Land Use Plan designation: Rm, Medium Density Residential
2. Permitted density: 22 people/net acre
3. Proposed density: 19.5 people/net acre
4. Present zoning: R-1, Residence District (single dwelling)
5. Policy criteria from the Plan page 18-4: All properties shall have safe and adequate access.
6. Compliance with Land Use Laws:

a. Statutory

- 1) State law requires that the following findings be made before a variance can be granted:
 - a) Strict enforcement would cause undue hardship because of circumstances unique to the individual property under consideration.
 - b) The variance would be in keeping with the spirit and intent of the ordinance.
- 2) Section 412.851 of State Statute allows a City to vacate any public land interest after a hearing preceded by two weeks published and posted notice.

b. Ordinance

- 1) Section 915.030 of the Zoning Code states that: "In any instance where the governing body is required to consider an exception or change in the zoning ordinance or map in accordance with the provisions of this ordinance, it shall, among other things:

- " a) Assure itself that the proposed change is consistent with the spirit, purpose, and intent of the zoning ordinance.
 - " b) Determine that the proposed change will not substantially change, injure or detract from the use of neighboring property or from the character of the neighborhood and that the use of the property adjacent to the area included in the proposed change or plan is adequately safeguarded.
 - " c) Determine that the proposed change will serve the best interest of the Village, the convenience of the community (where applicable) and the public welfare."
- 2) Section 1-08 (f) (1) (b) requires single-dwelling lots to have not less than sixty feet of width at the front lot line. Mrs. Hagstrom's property at 1096 Frost Avenue would have only thirty feet of frontage on Fenton Street, requiring a variance of thirty feet.

Public Works

1. Walter Street is not necessary for access or traffic circulation in this area.
2. It would not be in the public's interest, in terms of initial capital or long-term maintenance costs, to improve only the southerly portion of Walter Street to provide an improved access for 1096 Frost Avenue (map three).

Utility and storm water easements should be restored if vacated. Fenton Street would serve no public purpose and would be cost-prohibitive to improve due to the lack of accessible frontage. If vacated, the west forty feet of right-of-way should be retained for the possible future construction of a cul-de-sac on Adele Street.

City Clerk

1. Mrs. Edith Hagstrom's address should remain 1096 Frost until she ceases to live at this address, unless she wishes to change it. A deed restriction should require an address change to Fenton Street once she no longer resides at this property.

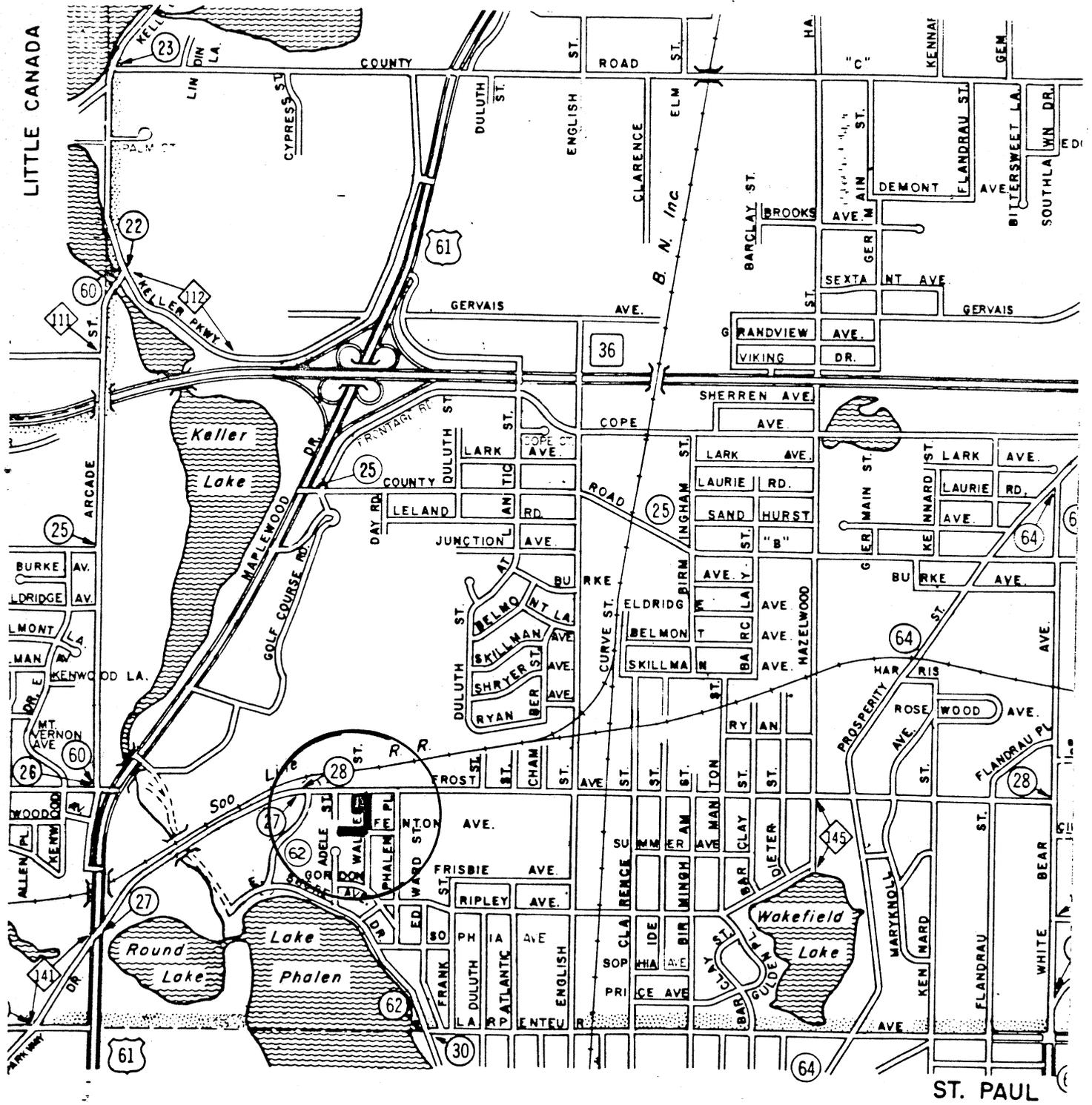
Public Safety

The driveway from Fenton Street to 1096 Frost Avenue (present address), when constructed, should meet the requirements of Section 10.207 of the Uniform Fire Code. This code requires an "all weather, 5 ton, twelve foot wide access within 150 feet of the farthest part of a dwelling or installment of a fire protection system."

mb

Enclosures

- | | |
|-----------------------------|-------------------------|
| 1. Location Map | 5. Rezone Petition |
| 2. Property Line Map | 6. Vacation Petition |
| 3. Site Plan | 7. Resolution--rezoning |
| 4. Letters of Justification | |



Map 1

LOCATION MAP



MINNEAPOLIS

ST. PAUL

PLANNED TO VILLAGE OF MAPLE

(67782) 1954

FROST

ST. ADELE

ST. ADELE

ST. ADELE

ST. ADELE

ST. ADELE

To be vacated

To be vacated

GORDON

NEWGREENS LAKE

WALTER

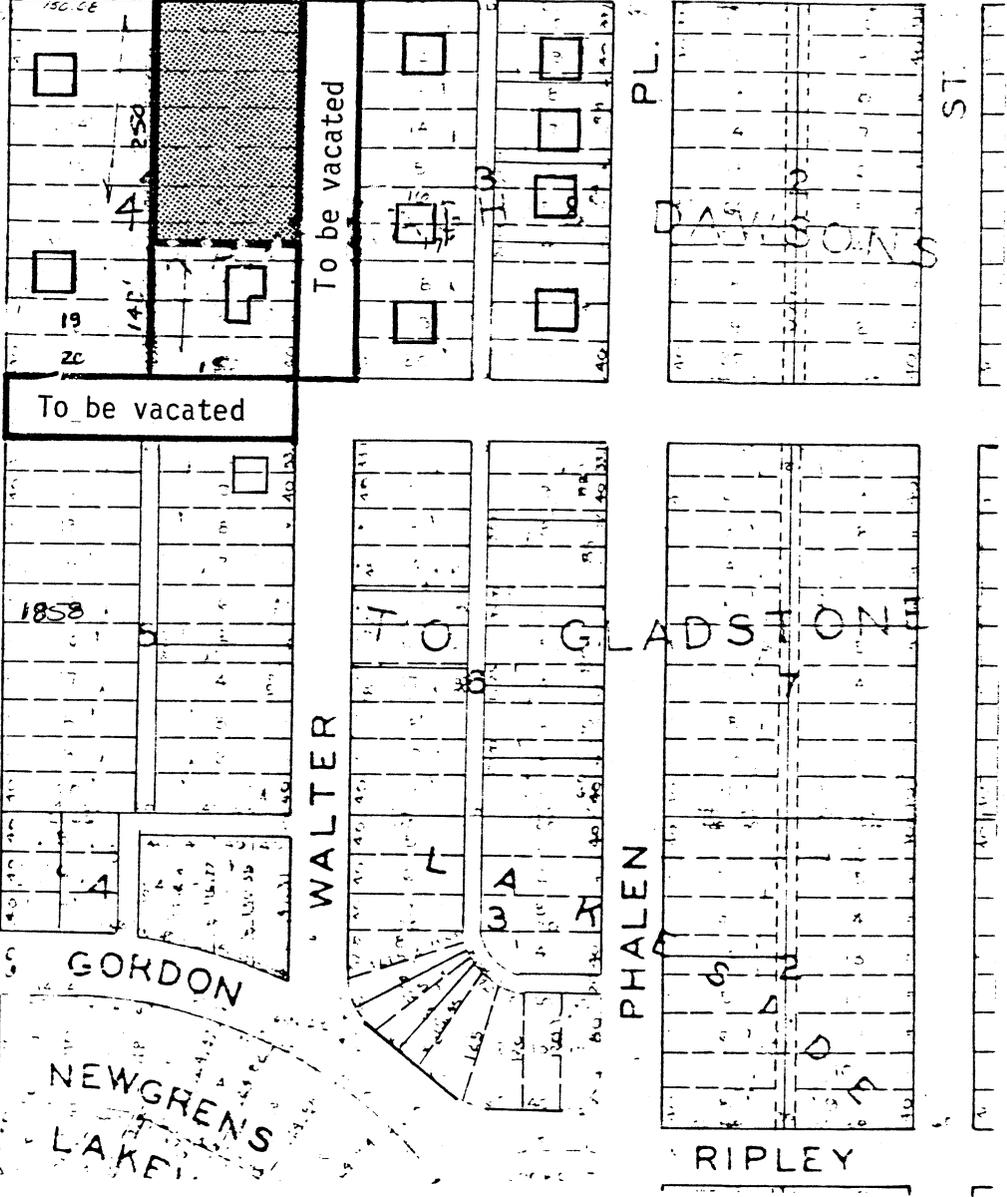
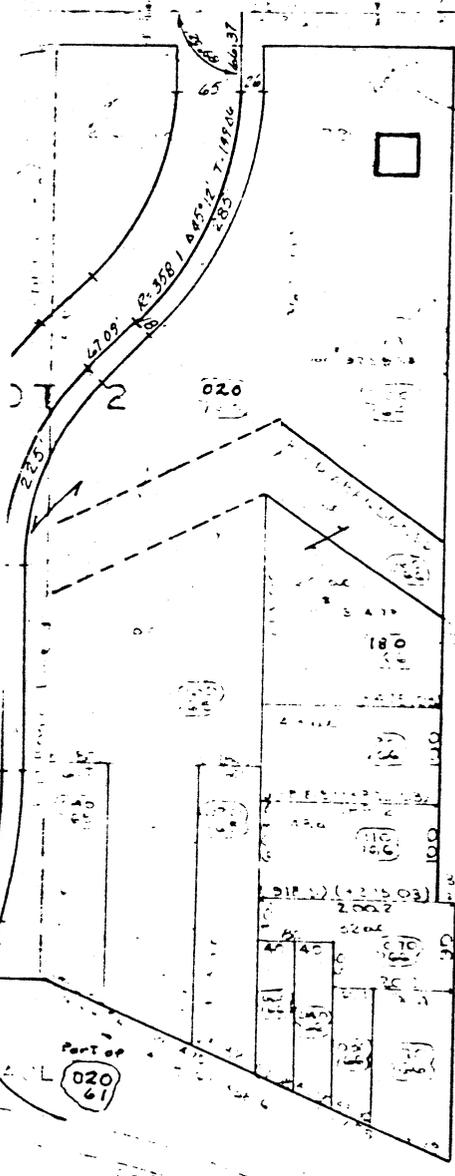
GLADSTON

PHALEN

RIPLEY

PL.

ST.



Map 2

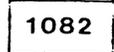
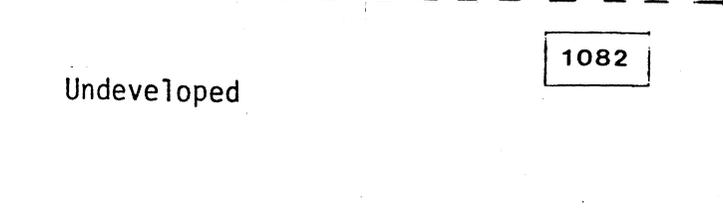
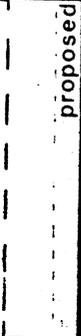
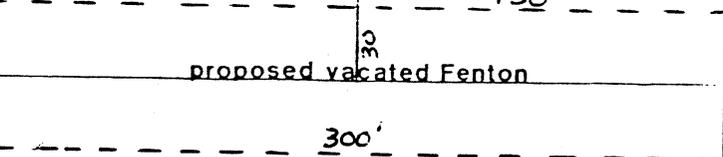
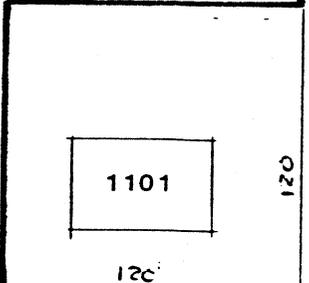
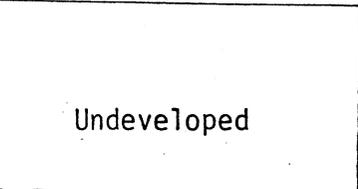
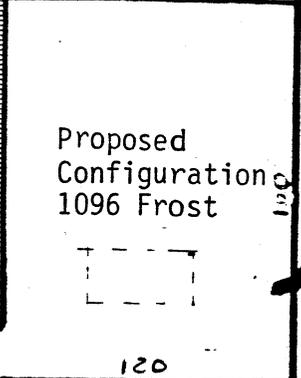
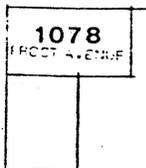
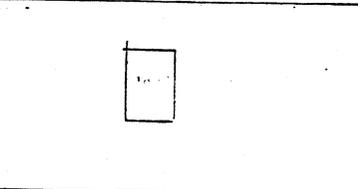
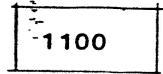
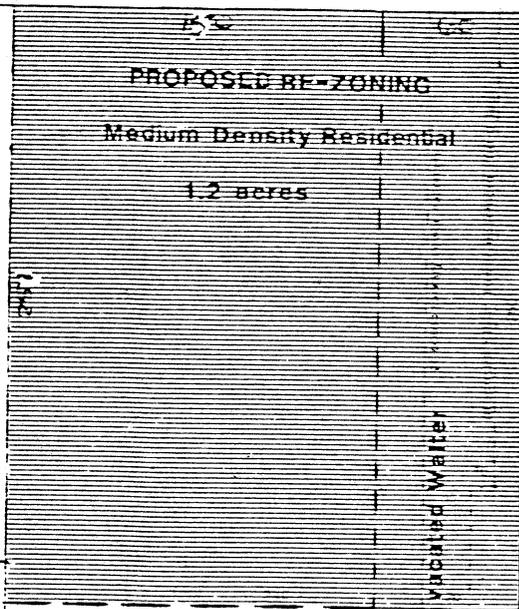
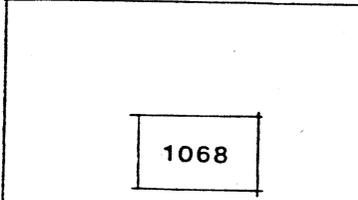
PROPERTY LINE MAP



Frost Avenue

Adele Street

Unimproved



Walter Street

Fenton Avenue

Existing Access

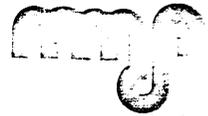
Map 3

SITE PLAN



N

Michial Mularoni Design and Planning



June 22, 1982

Mr. Geoff Olson
Director of Community Development
City of Maplewood
1902 East County Road B
Maplewood, Minnesota 55109

Re: Vacation of Walter Street and Fenton Avenue.

Dear Mr. Olson and Staff,

The purpose of these street vacations is to provide for an alternative to installing Walter Street between Frost and Fenton. I have been advised of the unusual high cost of the construction of street, curb and gutter and water, by the engineering staff. All the neighbors signing on the petition including myself, are not in favor of such improvements.

The city staff has informed me of the necessity of finding solutions to two non-conforming uses in the affected area if a street vacation were to be granted. One non-conforming use is the parcel owned by Edith Hagstrom at 1096 Frost Avenue. She informed me that she was discussing the possibility of providing an easement to her property from Fenton with city staff as a solution to her access problem, thus paving the way to allowing the Walter Street vacation to take place. Also, city staff and I discussed the second non-conforming use solution, which is at 1078 Frost Avenue and owned by Frank and Patricia Silberbauer. If Fenton Avenue were to be vacated, Mr. Silberbauer would gain 30 feet of the Fenton north R.O.W.; he would also gain 30 feet of the Walter west R.O.W. upon its vacation, thus having a total of 60 feet of frontage on existing public streets. This is a permissible front width for cul-de-sac lots in the City of Maplewood. Mr. and Mrs. Silberbauer are under the impression that Fenton is already vacated. However, City records show this is not the case so, this is also part of the reason to follow through with the Fenton Avenue vacation between Adele and Walter.

Enclosed with this letter is a map of the area in question. Also indicated on the drawing are desired easements needed by the City for both existing sanitary sewer in the center of the Walter R.O.W. and an additional 10 foot easement for a distance of 200 feet off Frost Avenue for future Storm sewer. The necessary driveway easement needed by Edith Hagstrom will be provided in the east 1/2 of the vacated Walter Street.

If you have any questions or require additional information, please contact me.

Sincerely,


Michial Mularoni
Property Owner



June 21, 1982

Mr. Geoff Olson
Director of Community Development
City of Maplewood
1902 East County Road B
Maplewood, Minnesota 55109

Re: The re-zoning of the Frost Avenue/Walter Avenue parcel.

Dear Mr. Olson And Staff,

The parcel in question located at the intersection of the unimproved Walter Avenue and Frost Avenue, is currently proposed medium density residential in the Maplewood Comprehensive Plan. It is intended to develop this site for condominiums, not to exceed 22 net persons per acre. This parcel, including the vacated alley to the west, is 150 feet by 250 feet or 37,500 square feet. A feasible development, for example, would be two four-plex buildings with a total of six-two bedroom units and two-one bedroom units which totals 17.8 persons. This is less than the maximum of 18.9 persons for this .86 acre site.

This type of development provides for transition planning from low density residential to medium density residential to the non-residential across the collector street, Frost Avenue. From a "neighbor" perspective, the 250 foot deep lot fronts on Frost Avenue. This will provide for at least 100 feet of distance between the single family home for sale to the south and any future construction. There will also be at least that same amount of distance to the east and west neighboring structures.

There is excellent vegetative cover to the east and the west to visually separate any new construction from existing single family homes. Sewer and water are in the Frost Avenue R.O.W. Necessary water service is installed to the property line. Sewer connections in the unimproved Walter Avenue are also available to this site. The existing 60 foot R.O.W. for Walter Avenue will provide for needed stormwater sewer easements in the future. The future proposed construction will have an excellent view of Keller Golf Course and City park across the street.

If you have any questions or require additional information, feel free to contact me at anytime.

Respectfully submitted

Michial Mularoni
Property Owner

PUBLIC VACATION PETITION

We, the undersigned, being a majority of the owners of land abutting on the (street)s (alley), or (public easement) described as:

WALTER STREET BETWEEN FENTON & FROST AVENUES,

FENTON AVENUE BETWEEN APELE & WALTER STREETS.

do hereby petition the City Council of Maplewood, Minnesota, to vacate the above described area:

<u>Signature</u>	<u>Name</u> (Please print or type)	<u>Abstractor's List No.</u>
<u>Mrs. Gust Hagstrom</u>	<u>MRS-GUST HAGSTROM</u>	<u>2 (WALTER)</u>
<u>Lillian L. Sachi</u>	<u>Lillian h. Sachi</u>	<u>1 (WALTER)</u>
<u>Peter J. Dicke</u>	<u>PETER J. DICKE</u>	<u>2 (FENTON)</u>
<u>Sandra A. Dicke</u>	<u>SANDRA A. DICKE</u>	<u>2 (FENTON)</u>
<u>Janice Mularoni</u>	<u>JANICE MULARONI</u>	<u>petitioner (WALTER)</u>
<u>Milhal Mularoni</u>	<u>MILHAL MULARONI</u>	<u>petitioner (WALTER)</u>
<u>Dennis F. Campbell</u>	<u>DENNIS F. CAMPBELL</u>	<u>4 (FENTON)</u>
<u>Sharon A. Campbell</u>	<u>SHARON A. CAMPBELL</u>	<u>4 (FENTON)</u>
<u>Rudolph H. Anderson</u>	<u>RUDOLPH H. ANDERSON</u>	<u>3 (WALTER)</u>
<u>Gladys E. Anderson</u>	<u>GLADYS E. ANDERSON</u>	<u>3 (WALTER)</u>

RESOLUTION NO. _____

COUNTY OF RAMSEY
CITY OF MAPLEWOOD

RESOLUTION MAKING FINDINGS OF FACT AND A ZONE CHANGE

WHEREAS, a rezoning procedure has been initiated by Michial Mularoni for a zone change from R-1, Residence District (Single Dwelling) to R-3, Residence District (Multiple Dwelling) for the following described property:

Lot 4, except the South 22.08 feet thereof and all of Lots 5-9, Lot 10 except the North three feet taken for Frost Avenue, the East of vacated alley accruing thereto in Block 4, Kavanagh and Dawson's Addition to Gladstone and the North 250 feet of the West 1/2 of the vacated Walter Street accruing thereto, in Block 4, Kavanagh and Dawson's Addition to Gladstone, and the North 250 feet of the East 1/2 of the vacated Walter Street accruing thereto, in Block 3, Kavanagh and Dawson's Addition to Gladstone, Ramsey County, Minnesota.

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

1. That a rezoning procedure has been initiated by Michial Mularoni, pursuant to Chapter 915 of the Maplewood Code;
2. That said rezoning procedure was referred to and reviewed by the Maplewood City Planning Commission on the _____ day of _____, 198_____, at which time said Planning Commission recommended to the City Council that said rezone procedure be approved;
3. That the Maplewood City Council held a public hearing to consider the rezoning procedure, notice thereof having been published and mailed pursuant to law; and
4. That all persons present at said hearing were given an opportunity to be heard and/or present written statements, and the Council considered reports and recommendations of the City Staff and Planning Commission.

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

1. The requested zone change is consistent with the Land Use Plan for this area.
2. The proposed use would not substantially detract from the use of abutting properties.

Adopted this _____ day of _____, 198_____.

Mayor

ATTEST:

Manager

City Clerk

8. NEW BUSINESS

C. Rezoning, Street Vacations and Variance: Frost Avenue (Mularoni)

Secretary Olson said the applicant is requesting a zone change, vacation of Walter and Fenton and a variance. Staff's recommendation is included in their report. The applicant has purchase agreements from the adjoining property owners for their 1/2 of vacated Walter Street.

Mike Mularoni, 4721 14th Avenue South, Minneapolis, said the staff had presented the proposal quite well in their report. He had nothing to add.

Chairman Prew asked if there was anyone else present who wished to comment on the proposal.

No one else was heard.

Commissioner Kishel moved the Planning Commission recommend to the City Council approval of a thirty-foot lot frontage variance for Mrs. Edith Hagstrom, 1096 Frost Avenue, to permit only thirty feet of frontage on Fenton Street, subject to:

1. Deed restrictions being recorded to run with lots 14-17, block 3, Kavanagh and Dawson's Addition to Gladstone stating that:

"Effective upon Mrs. Edith Hagstrom ceasing to reside at this property, presently known as 1096 Frost Avenue:

- "a. A driveway shall be constructed and maintained to Fenton Street which meets the requirements of Section 10.207 of the Uniform Fire Code.
- "b. A Fenton Street address shall be assigned by the City Clerk and be clearly identifiable from Fenton Street."

2. Submission to the City of a deed from the Anderson's, 1101 Fenton Street, to Edith Hagstrom, 1096 Frost Avenue, plus any necessary recording costs for the east thirty feet of vacated Walter Street. This deed will be recorded by the City once the resolution vacating Walter Street has been recorded.

Approval is recommended on the basis that:

- a. The dwelling was in existence prior to City Code requirements for frontage on a maintained public street.
- b. Improvement of Walter Street to serve this property would be cost prohibitive.
- c. The proposed frontage on Fenton Street is the only alternative, short of eliminating the existing dwelling and combining the property with an abutting property with proper frontage.

- d. A paved drive access to Fenton Street for 1096 Frost is more desirable for the provision of public safety services than the present unimproved access to Frost Avenue.

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

Commissioner Fischer moved the Planning Commission recommend the City Council approve the vacation of Walter Street between Fenton Street and Frost Avenue, subject to:

1. Approval of the requested lot frontage variance for 1096 Frost Avenue.
2. Retention of utility and storm water easements as follows:
 - a. Ten feet along the west side of the centerline.
 - b. Twenty feet along the east side of the centerline, north of the westerly extension of the north line of lot 16.
 - c. Ten feet along the remainder of the east side of the centerline.
 - d. The north seven feet of the right-of-way.

Approval is recommended on the basis that:

1. Walter Street is not necessary to the local street network.
2. It would be cost-prohibitive in terms of construction and maintenance costs to improve all or a portion of Walter Street to serve the only existing dwelling, 1096 Frost Avenue, which does not have frontage on an improved street.
3. The owner of 1096 Frost Avenue does not prefer to develop the north eighty feet of her property.

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

Commissioner Sletten moved the Planning Commission recommend the City Council approve the resolution for a zone change from R-1 Residence District (Single Dwelling) to R-3, Residence District (Multiple Dwelling), on the basis that:

1. The zone change is consistent with the Land Use Plan.
2. The proposed use would not substantially detract from the use of abutting properties.

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

Commissioner Kishel moved the Planning Commission recommend to the City Council approval to vacate Fenton Street between Adele and Walter Streets, subject to retention of the westerly forty feet of right-of-way for a possible future cul-de-sac on Adele Street, on the basis that:

1. None of the abutting properties require access from Fenton Street.
2. Improvement of this right-of-way would be cost-prohibitive and not in the public's interest, due to the lack of accessibility of adjacent properties.
3. On May 1, 1980 Council approved a variance for Peter Dicke on the basis that "there is no reason for public purpose for constructing Fenton Street".

Commissioner Fischer seconded

Sandra Dicke, 1742 Frank Street, questioned how much property would be used for the cul-de-sac.

Secretary Olson indicated that it would be just right-of-way that would be used, no private property.

Voting on the motion:

Ayes--Commissioners Barrett, Ellefson, Fischer, Howard, Kishel, Prew, Sletten, Whitcomb

MEMORANDUM

F-3

TO: City Manager
FROM: Director of Community Development
SUBJECT: Rezoning
LOCATION: Lower Afton Road and Century Avenue
APPLICANT: City of Maplewood
OWNER: Ramsey County
DATE: July 28, 1982

Action by Council:
Endorsed _____
Modified _____
Rejected _____
Date _____

SUMMARY OF THE PROPOSAL

Request

To rezone the corner of Century Avenue and Lower Afton Road from BC, business commercial to F, farm residence.

Proposal

1. This rezoning is part of the city-wide "downzoning" program that was authorized by the City Council on June 28th.
2. There is no development proposed for this property.

CONCLUSION

Comment

The site is not used or proposed for commercial development by the City or County.

Recommendation

Approval of the enclosed resolution rezoning the site from BC to F, on the basis that:

1. The site is shown as open space on the Comprehensive Plan.
2. The site is owned by Ramsey County for a workhouse.
3. Ramsey County does to intend to develop the site commercially

BACKGROUND

Site Description

Gross acreage to be rezoned: 20 acres

Existing land use: Farm land for the Ramsey County Workhouse

Surrounding Land Uses

Northerly, southerly and westerly: Ramsey County Workhouse property

Easterly: Century Avenue. There are single dwellings and farm land in Woodbury to the east of Century Avenue.

DEPARTMENTAL CONSIDERATIONS

Planning

Comprehensive Plan Designation: OS, open space

Zoning: BC, business commercial

Legal

There is a deed restriction that if this property is no longer used for the County Work Farm, it must be used for recreation or it reverts to the City of St. Paul.

ADMINISTRATIVE

Procedure

Planning Commission Recommendation

City Council: First reading and public hearing

City Council: Second reading and adoption

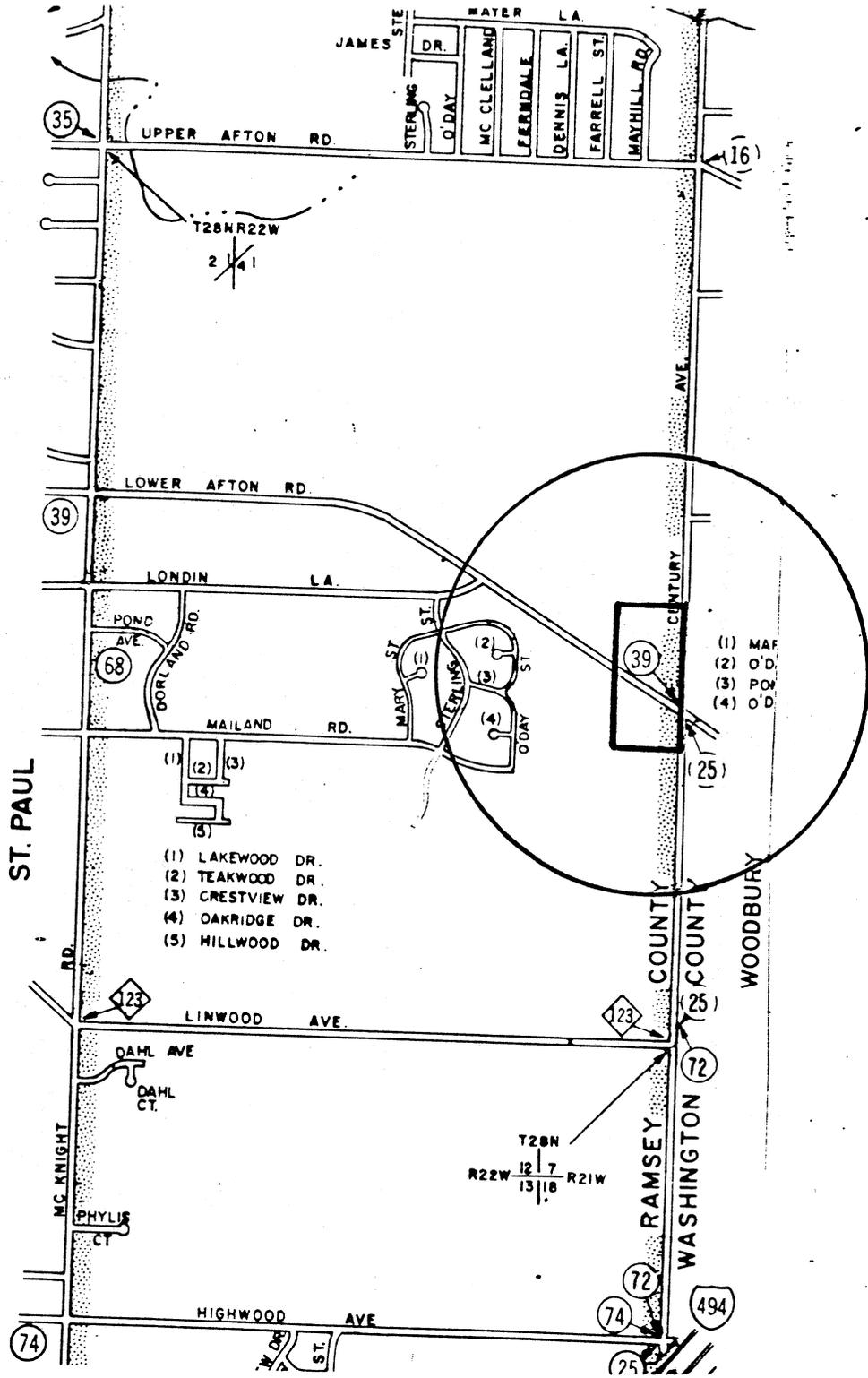
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Enclosures

Location Map

Property Line Map

Resolution



LOCATION MAP



RESOLUTION NO. _____
COUNTY OF RAMSEY
CITY OF MAPLEWOOD

RESOLUTION MAKING FINDINGS OF FACT AND APPROVAL OF A ZONE
CHANGE

WHEREAS, a rezoning procedure has been initiated by the City of
Maplewood, for a zone change from BC, business commercial to F, Farm
residence for the following described property:

The east 660 feet of the south half of the north half of Section
12, Township 28, Range 22.

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

1. That a rezoning procedure has been initiated by the City Council
pursuant to Chapter 915 of the Maplewood Code;
2. That said rezoning procedure was referred to and reviewed by the
Maplewood City Planning Commission on the second day of August,
1982, at which time said Planning Commission recommended to the
City Council that said rezoning procedure be approved;
3. That the Maplewood City Council held a public hearing to consider
the rezoning procedure; notice thereof having been published and
mailed pursuant to law; and
4. That all persons present at said hearing were given an opportunity
to be heard and/or present written statements, and the Council
considered reports and recommendations of the City Staff and
Planning Commission.

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

1. The site is shown as open space on the Comprehensive Plan.
2. The site is owned by Ramsey County for a workhouse.
3. Ramsey County does not intend to develop the site commercially.

Adopted this _____ day of _____, 198__.

Mayor

Manager

ATTEST:

City Clerk

E. Rezoning: Lower Afton Road and Century Avenue

Secretary Olson said the proposal is to rezone the corner of Century and Lower Afton from BC to F. 8-2-82

No one was present to discuss this matter

Commissioner Barrett moved the Planning Commission recommend to the City Council approval of the resolution rezoning the site from BC to F, on the basis that:

1. The site is shown as open space on the Comprehensive Plan.
2. The site is owned by Ramsey County for a workhouse.
3. Ramsey County does not intend to develop the site commercially.

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

F-4

MEMORANDUM

TO: City Manager
 FROM: Director of Community Development
 SUBJECT: Rezoning
 LOCATION: McKnight Road and Upper Afton Road
 APPLICANT: City of Maplewood
 OWNER: Ramsey County
 DATE: July 28, 1982

Action by Council:

- Endorsed _____
 Modified _____
 Rejected _____
 Date _____

SUMMARY OF THE PROPOSAL

Request

To rezone the southeast corner of McKnight Road and Upper Afton Road from BC, business commercial and M-1, light manufacturing to F, farm residence.

Proposal

1. This rezoning is part of the city-wide "downzoning" program that was authorized by the City Council on June 28.
2. This property is part of the Battle Creek Regional Park. No other development is proposed.

RECOMMENDATION

Approval of the enclosed resolution rezoning the site from BC and M-1 to F, on the basis that:

1. The site is shown as open space on the Comprehensive Plan.
2. The site is owned and planned by Ramsey County for park use.

BACKGROUND

Site Description

Gross acreage to be rezoned: 158 acres

Existing Land Use: Undeveloped Park Land

Surrounding Land Uses

Northerly: County park land, except for a smaller parcel that was approved for a racquetball club

Southerly: County park land

Easterly: County park land and work farm property

Westerly: McKnight Road and mixed residential uses in St. Paul

Past Actions

12-12-63: The portion of this site now zoned M-1 was rezoned from F to M-1 for an industrial park. There is no record of the commercial rezoning.

DEPARTMENTAL CONSIDERATIONS

Planning

Comprehensive Plan designation: OS, open space

Zoning: BC and M-1

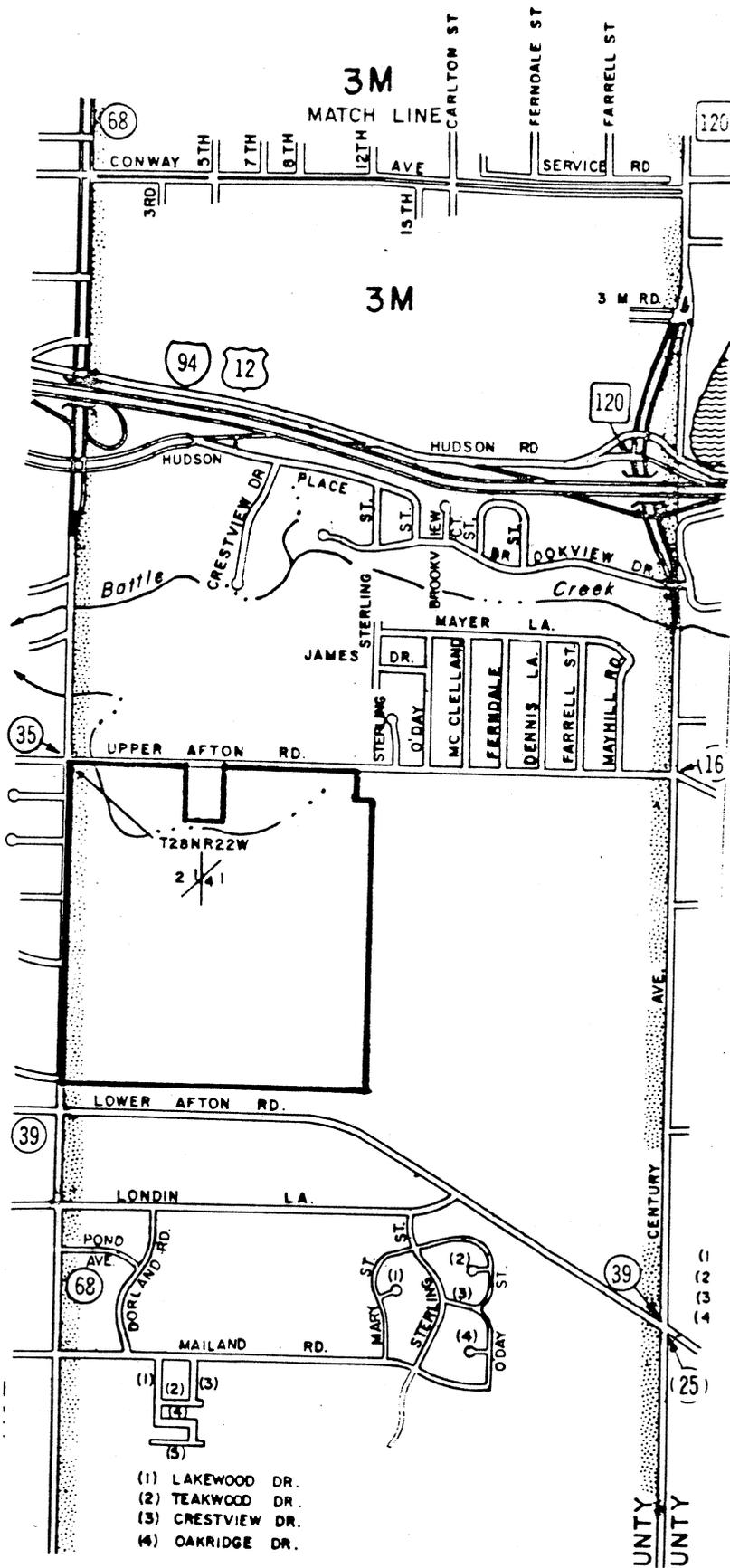
ADMINISTRATIVE

Procedure

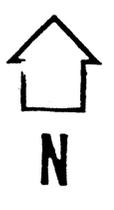
1. Planning Commission recommendation
2. City Council: First reading and public hearing
3. City Council: Second reading and adoption

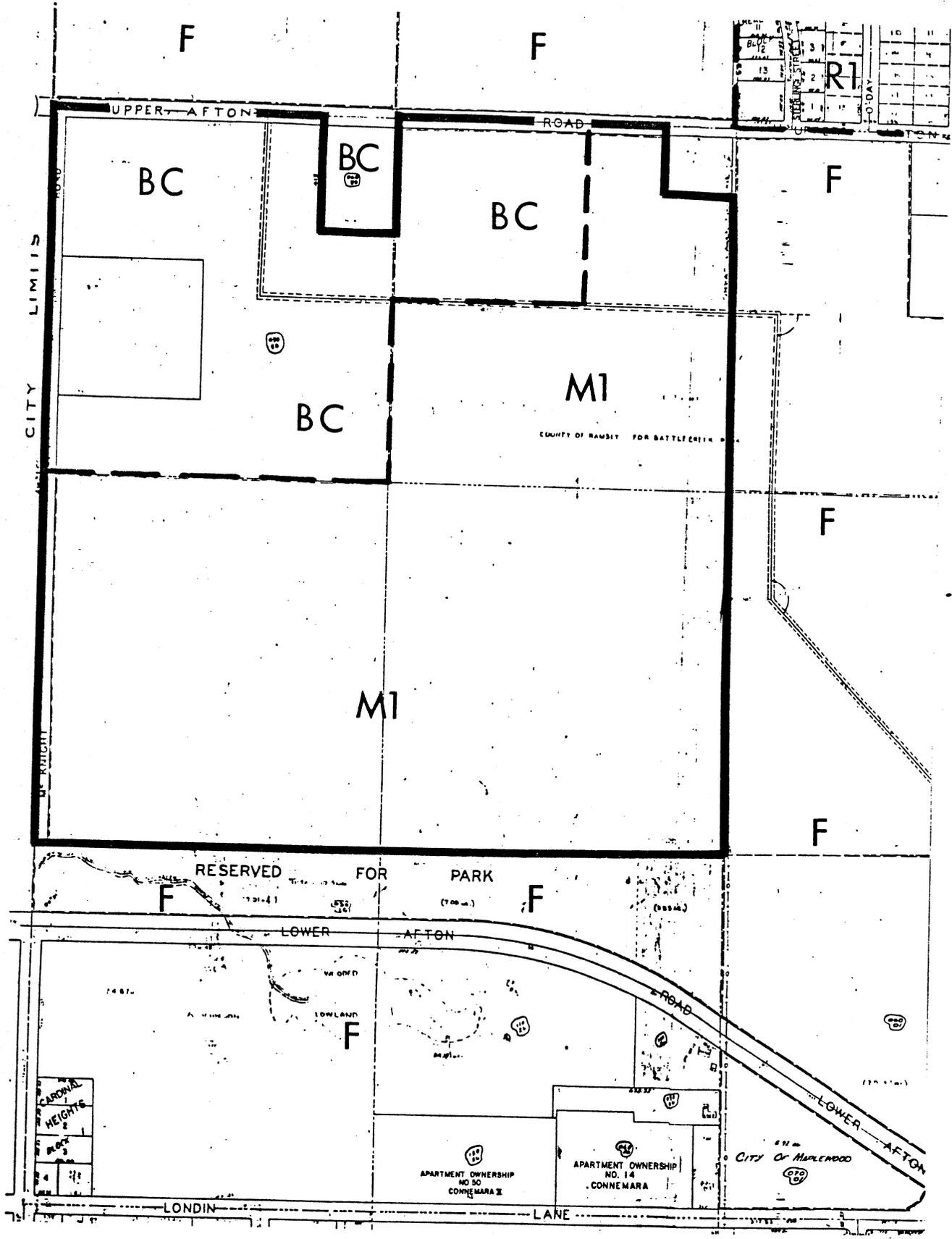
Enclosures

1. Location Map
2. Property Line Map
3. Resolution

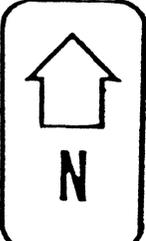


LOCATION MAP





PROPERTY LINE MAP



RESOLUTION NO. _____
COUNTY OF RAMSEY
CITY OF MAPLEWOOD

RESOLUTION MAKING FINDINGS OF FACT AND APPROVAL OF
A ZONE CHANGE

WHEREAS, a rezoning procedure has been initiated by the City of Maplewood for a zone change from BC, business Commercial and M-1, light manufacturing to F, Farm residence for the following described property:

The southwest quarter of Section 1, Township 28, Range 22, except that part of the northwest quarter of the southwest quarter of Section 28, Range 22, described as follows:

Commencing at the northeast corner of the said northwest quarter of the southwest quarter and thence running south along the easterly line thereof, a distance of 415 feet to a point; thence west and parallel with the north line of said northwest quarter of southwest quarter a distance of 285 feet to a point; thence north and parallel with the east line of said northwest quarter of southwest quarter a distance of 415 feet, more or less, to the north line of said northwest quarter of southwest quarter; thence east along the north line of said northwest quarter of southwest quarter to the point of beginning; subject to the Upper Afton Road.

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

1. That a rezoning procedure has been initiated by the City of Maplewood, pursuant to Chapter 915 of the Maplewood Code;
2. That said rezoning procedure was referred to and reviewed by the Maplewood City Planning Commission on the second day of August, 1982, at which time said Planning Commission recommended to the City Council that said rezoning procedure be approved;
3. That the Maplewood City Council held a public hearing to consider the rezoning procedure, notice thereof having been published and mailed pursuant to law; and
4. That all persons present at said hearing were given an opportunity to be heard and/or present written statements, and the Council considered reports and recommendations of the City Staff and Planning Commission.

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

1. The site is shown as open space on the Comprehensive Plan.

2. The site is owned and planned by Ramsey County for park use.

Adopted this _____ day of _____, 198__.

Mayor

Manager

ATTEST:

City Clerk

F. Rezoning: McKnight Road and Upper Afton Road

Secretary Olson said the proposal is to rezone the southeast corner of
McKnight Road and Upper Afton from BC and M-1 to F. 8-2-82

No one was present at the meeting to discuss this matter

Commissioner Whitcomb moved the Planning Commission recommend to the
City Council approval of the resolution rezoning the site from BC and M-1
to F, on the basis that:

1. The site is shown as open space on the Comprehensive Plan.
2. The site is owned and planned by Ramsey County for park use.

Commissioner Fischer seconded

Ayes--Commissioners Barrett
Ellefson, Fischer, Howard, Kishel, Prew, Sletten, Whitcomb

F.S

MEMORANDUM

TO: City Manager
 FROM: Director of Community Development
 SUBJECT: Rezoning
 LOCATION: McKnight Road and I-94
 - APPLICANT: City of Maplewood
 OWNER: Ramsey County
 - DATE: July 28, 1982

Action by Council:

Endorsed _____
 Modified _____
 Rejected _____
 Date _____

SUMMARY OF THE PROPOSAL

Request

To rezone the site from BC, business commercial to F, farm residence.

Proposal

1. This rezoning is part of the city-wide "downzoning" program that was authorized by the City Council on June 28th.
2. There is no development proposed for this property.

RECOMMENDATION

Approval of the enclosed resolution rezoning the site from BC to F, on the basis that:

1. The Comprehensive Plan designates this site for open space use.
2. The site is not used or planned to be used for commercial development.

BACKGROUND

Site Description

Gross average to be rezoned: 40 acres

Existing Land Use: Undeveloped park land

Surrounding Land Uses

Northerly: I-94

Easterly: Single Dwellings

Southerly: County Park Land

Westerly: McKnight Road and apartments in St. Paul

DEPARTMENTAL CONSIDERATIONS

Planning

Comprehensive Plan Designation: OS, Open Space

Zoning: BC, Business Commercial

ADMINISTRATIVE

Procedure

Planning Commission Recommendation

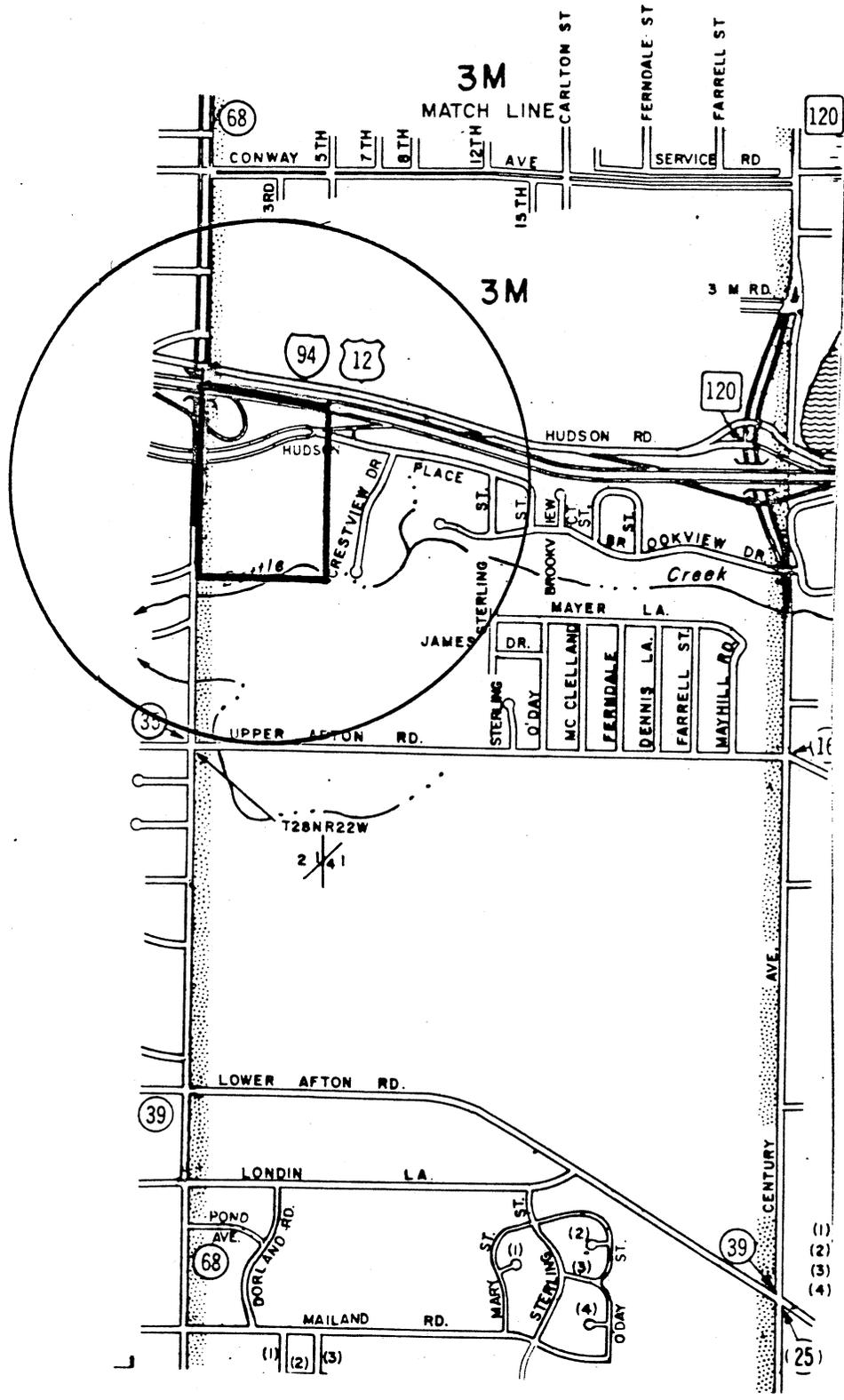
City Council: First reading and public hearing

City Council: Second reading and adoption

mb

Enclosures

1. Location Map
2. Property Line Map
3. Resolution



LOCATION MAP



McKNIGHT RD.

M2

1-94

TRUNK

RAM CO.
OPEN SPACE

TOWNSHIP 28 NORTH

BC

BC

F



PROPERTY LINE MAP



RESOLUTION NO. _____

COUNTY OF RAMSEY
CITY OF MAPLEWOOD

RESOLUTION MAKING FINDINGS OF FACT AND APPROVAL OF A ZONE CHANGE

WHEREAS, a rezoning procedure has been initiated by the City of Maplewood for a zone change from BC, business commercial to F, Farm residence for the following described property:

The northwest quarter of the northwest quarter of Section one (1),
Township Twenty-eight (28), Range Twenty-two (22)

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

1. That a rezoning procedure has been initiated by the City of Maplewood, pursuant to Chapter 915 of the Maplewood Code;
2. That said rezoning procedure was referred to and reviewed by the Maplewood City Planning Commission on the second day of August, 1982, at which time said Planning Commission recommended to the City Council that said rezone procedure be approved;
3. That the Maplewood City Council held a public hearing to consider the rezoning procedure, notice thereof having been published and mailed pursuant to law; and
4. That all persons present at said hearing were given an opportunity to be heard and/or present written statements, and the Council considered reports and recommendations of the City Staff and Planning Commission.

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

1. The Comprehensive Plan designates this site for open space use.
2. The site is not used or planned to be used for commercial development.

Adopted this _____ day of _____, 198 ____.

Mayor

Manager

ATTEST:

City Clerk

MEMORANDUM

TO: City Manager
 FROM: Thomas Ekstrand--Associate Planner
 SUBJECT: Special Use Permit
 LOCATION: Century Avenue North of I-94
 APPLICANT: Denny's Restaurant
 OWNER: Tanner's Lake Partners
 PROJECT: Denny's Restaurant
 DATE: August 11, 1982

Action by Council:
 -
 - Endorsed _____
 - Modified _____
 - Rejected _____
 - Date _____

SUMMARY OF THE PROPOSAL

Request

Approval of a special use permit for a Denny's Restaurant on property zoned M-2, Heavy Manufacturing.

Proposed Land Use

The following is a description of the proposed use and operation as submitted by the applicant:

Denny's Inc. headquartered in La Mirada, California, near Los Angeles, is on the New York and Pacific Stock Exchanges and has a national and international reputation for successful operation. All of their restaurants - now numbering over 900 - have a menu which caters to middle America with a wholesome variety of foods priced moderately for family consumption.

Denny's Inc. will own this restaurant and staff it with local people as it does for most of their facilities. This building will be of their latest design and will seat 120 customers at individualized dining rooms and at the coffee bar. Ten to twelve employees will serve these customers in three shifts, during a 24 hour operation, seven days a week. Deliveries will be made by one semi-trailer once a week and by smaller local vans during varying hours, every day, while trash will be picked up by local concern on a weekly basis.

RECOMMENDATION

Approval of a special use permit for a "sit-down" restaurant, based on the findings that the use would be compatible with the Land Use Plan and surrounding development.

Approval is subject to the following conditions:

1. The applicant shall obtain written permission from Oakdale to connect to their utilities.

2. The applicant shall obtain a building permit within one year of approval, unless the Council extends the special use permit.
3. Once the building is erected, no further reviews of the special use permit shall be required.
4. Approval of the special use permit does not include approval of the site plan.

BACKGROUND

Site Description

1. Lot size: 36,000 square feet
2. Existing Land Use: An old vacant single dwelling and garage

Surrounding Land Uses

- Northerly: The proposed Cricket Inn site
- Southerly: American Family Insurance
- Easterly: Vacated Century Avenue and Tanner's Lake
- Westerly: Highway 120

Past Actions

8-20-81: Maplewood City Council granted a Special Use Permit for the Cricket Inn, subject to the following conditions:

1. The applicant shall obtain written permission from Oakdale to connect to their utilities.
2. The applicant shall obtain a building permit within one year of approval, unless Council extends the special use permit.
3. The vacation of Century Avenue shall be filed with Ramsey and Washington Counties and all conditions of the vacation shall be met.
4. Approval of site and building plans.

Council tabled action on the proposed restaurant use.

The vacation of Century Avenue has been filed.

10-15-81: Council adopted DNR's Shoreland Management Standards as an interim shoreland development guideline. This restaurant would be affected by these guidelines.

11-10-81: The Community Design Review Board approved the Cricket Inn, subject to twenty-one conditions.

8-10-82: The Community Design Review Board approved Denny's Restaurant, subject to eighteen conditions.

DEPARTMENT CONSIDERATIONS

Planning

1. Land Use Plan Designation: SC, Service Commercial
2. Zoning: M-2, Heavy Manufacturing

3. Section 910.010 (1) of the Zoning Code requires that a special use permit be obtained from the City Council for BC, Business Commercial developments in a M-2 district.

Parks

On August 9, 1982, the Parks and Recreation Commission moved that Denny's be required to provide an on-site bike trail along the westerly side of their property, since the Comprehensive Plan proposes a north-south trail along Highway 120. The Parks and Recreation Commission, however, did not make the same requirement of the Cricket Inn when they reviewed that proposal on July 13, 1981.

Public Works

1. Water and sanitary sewer should come from the City of Oakdale.
2. Permission must be obtained from the Minnesota Department of Transportation to cross the MnDOT drainage easement with the proposed Denny's culvert.
3. All curbing should be concrete.

Other Agencies

Department of Natural Resources

The DNR has prepared a model ordinance dealing with development along shorelands. This model ordinance was submitted to the City of Maplewood to serve as a guide in establishing a Shoreland Protection Ordinance by September 21, 1982. The criteria which affects the Denny's proposal is: a) parking lots and buildings must be set back 50 feet from shorelines and b) no more than 30% of the site shall be covered with impervious material.

City of Oakdale

The provision of water and sanitary sewer service has been approved by the City of Oakdale.

jw

Enclosures:

1. Location Map
2. Property Line Map
3. Site Plan date-stamped 7-21-82

MEMORANDUM

TO: City Manager
FROM: Finance Director *10. August*
RE: Award of Bids - Employee Group Insurance
DATE: August 16, 1982

Action by Council:

Endorsed _____
Modified _____
Rejected _____
Date _____

PROPOSAL

It is proposed that:

1. A four-year contract for life insurance coverage be awarded to Minnesota Mutual Life Insurance Company based upon the terms of their bid.
2. A four-year contract for health maintenance organization coverages be awarded to Coordinated Health Care, Inc. based upon the terms of their bid.
3. Renewal of the current contract with Great West Life Assurance Company for medical and life insurance be delayed until September 13th pending further study of a limited self-insurance plan.

BACKGROUND

Presently for medical coverages, City employees have the option of obtaining a health insurance policy from Great West or of being a member in Group Health Plan (which is a health maintenance organization). Currently, life insurance coverage is provided by Minnesota Mutual except for those employees that have health insurance with Great West also have the first \$10,000 of their life insurance with Great West. (This is an underwriting requirement of Great West.) Optional dental insurance is available to employees under a self-insurance plan which is administered by Employee Benefit Plans Incorporated. However, employees that are members of Group Health Plan have the option of obtaining dental benefits directly from Group Health Plan. These coverages and the premium rates are listed in the attached Exhibit A. The portion of the premium paid by the City varies among bargaining groups and is outlined in Exhibit B.

State law requires that group insurance be rebid at least once every 48 months. The City Attorney has interpreted that the requirement also applies to coverages provided by health maintenance organizations (HMOs). Thus, bids were solicited for HMO coverage and life insurance as Group Health Plan and Minnesota Mutual obtained their current contracts through bids submitted in 1978. Bids were also solicited for medical insurance as the rates in effect for Great West are considered excessive, some life insurance coverages are required by them, and there have been administrative problems dealing with this firm.

BID SOLICITATION PROCESS

An attempt was made to do everything conceivable to ensure that a large number of bids were received. Steps taken were:

1. The last version of the specifications was improved by incorporating provisions used by Hennepin County and its suburbs.
2. The specifications included a provision for a four-year contract (subject to annual increases based on claims experience) rather than a one-year contract. Generally, insurance companies do not want to prepare bids each year. The language used in the specifications was as follows:

"Bidders are asked to submit their proposals based on the City's intention of writing a four-year contract subject to: 1) the right of the underwriter to revise rates annually based on the actual group experience of the plan selected (the retention formula remaining the same); 2) the right of the City to exercise an option of cancellation if in the determination of the City Council the continuation of the policy is contrary to the interest of the City; and 3) subject to any legislation governing group insurance for political subdivisions of the State of Minnesota."

3. A draft of the specifications was reviewed by two different insurance agents and revised as they recommended to eliminate any provisions that would discourage bids.
4. A bid notice mailing list was prepared that included:
 - a. Companies and agents that had previously bid on City insurance.
 - b. Companies that had ads for group insurance in the yellow pages of the telephone directory.
 - c. Companies that insured other suburbs (all suburbs over 10,000 in population were surveyed).
5. Over 50 letters were sent to insurance companies and agents inviting them to bid.
6. To ensure that insurance agents would make a special effort to find a company willing to insure the City, the preceding letter indicated a preference for a contract through an agent rather than directly with an insurance company.
7. The legally required bid notice was published in the Maplewood Review.
8. After the release of specifications, over two months was allowed for the preparation of bids.

These steps were successful as 22 companies and agents requested specifications.

BIDS RECEIVED

A total of eight bids were received: six for life insurance and two for H.M.O. coverages. No bids were received for medical insurance. The attached Exhibit C is a tabulation of the bids that were received. It should be noted that the bid from Group Health Plan was received late. The City Attorney has indicated that legally this bid cannot be considered. However, the City has the option of rejecting Coordinated Health Care's bid and re-advertising for bids which, in effect, would give Group Health Plan a second chance to submit their bid on time. This option is not recommended as the Coordinated Health Care bid is the lowest and substantially conformed to the specifications.

Exhibit D lists the agency and agent for each of the bids that were submitted. The City's current agent of record for Minnesota Mutual is Floyd Johnson of the Harry R. Ochs Agency. The City's current optional H.M.O. coverage provided by Group Health Plan is not through an agent.

LIFE INSURANCE

Four of the six life insurance bids submitted included a minimum participation requirement in excess of the percentage of employees presently participating in optional employee and dependent life insurance. The two bids that did not have excessive participation requirements were from Minnesota Mutual and Unigard Olympic. Of these two bids, Minnesota Mutual submitted the low bid. In addition, this firm indicated they would be willing to allow employees to insure their spouses for an amount equal to 50% of the optional insurance carried by the employee. It is recommended that a four-year contract for life insurance coverages be awarded to Minnesota Mutual based upon the terms of their bid (including the provisions for rate changes and the cancellation rights contained in the specifications and referenced on page two of this report).

H.M.O. COVERAGE

The premium rates bid by Coordinated Health Care were less than the rates bid by Group Health Plan (see Exhibit C). The benefits provided by Coordinated Health Care are similar and in some cases better than Group Health Plan benefits. Benefit differences are outlined in Exhibit E. Both C.H.C. and G.H.P. have a clinic in Maplewood; (at 1774 Cope Avenue and 2165 White Bear Avenue, respectively). Hospital services in St. Paul are provided to C.H.C. members at the St. Paul Ramsey Medical Center. For G.H.P. members, hospital services are available at Bethesda and Children's Hospitals. G.H.P. has more clinics outside of Maplewood than C.H.C., but this is not a significant factor as the vast majority of employees presently covered by G.H.P. live within a reasonable distance to a C.H.C. clinic.

C.H.C. does not provide dental services like G.H.P. does at some of their clinics. Thus, the employees which presently have dental coverage through G.H.P. would have to transfer their coverage to the City's self-insurance dental plan which is administered by Employee Benefit Plans, Incorporated. The coverages under both plans are almost identical. Also, with the E.B.P. coverage, employees have the option of going to a dentist of their choice. Under G.H.P., employees can only obtain services from their dentists which are located in downtown St. Paul. Also, the City's self-insurance plan will be strengthened by the addition of employees presently covered by G.H.P. as the potential for adverse selection will be eliminated.

Based upon the preceding, it is recommended that a four-year contract for H.M.O. coverages be awarded to Coordinated Health Care as outlined in their bid (including the provisions for rate changes and the cancellation rights contained in the specifications and referenced on page two of this report).

MEDICAL INSURANCE

No bids were received. Consequently, several companies and agents were contacted to determine their reasons for not bidding. The following are the responses received:

Blue Cross/Blue Shield and Traveler's - will not bid when more than 50% of the employees are covered by a H.M.O.

Wisconsin Employers, Connecticut General and St. Paul Fire - no longer insure cities.

Guardian Insurance - will not insure police officers.

Hartford Insurance - no reason given to agent.

Currently 62% of our employees have H.M.O. coverage. Blue Cross/Blue Shield believes that there often is a tendency for healthy employees to have H.M.O. coverage which leaves the "bad risks" for the insurance company.

Our current carrier, Great West Life Assurance Company, has indicated that their premiums will change as follows if our contract is renewed with them:

	<u>Current Rate</u>	<u>New Rate 10-1-82</u>
Medical coverage:		
Employee	\$ 59.25	\$ 75.25
Dependents	100.29	127.00
Total	<u>\$159.54</u>	<u>\$202.25</u>
Life insurance coverage:	\$.57 per \$1,000	\$.57 per \$1,000

Great West has indicated that the large premium increase is needed because there is a deficit to make up for which was caused by excessive losses in the past. The cumulative incurred loss ratio is currently 88% and should be 82% to break even.

The following alternatives for medical insurance coverage have been researched:

1. Coverage under the League of Minnesota Cities group plan for member cities has been reviewed but is not available as more than 50% of our employees have H.M.O. coverage.
2. The possibility of participating in the Ramsey County group plan has been considered, but their current premium for family coverage under Blue Cross/Blue Shield is \$240.93 and will be increasing in January, 1983.
3. Joint insurance with the Maplewood-North St. Paul school district has been discussed with their business manager who has indicated this would be too complicated to implement.

4. A limited self-insurance plan with stop loss insurance after a \$500 deductible may be practical. However, a premium rate quotation is not available at this time. If this option is determined to be viable, more detailed information will be supplied for the September 13th Council meeting.

Based upon the preceding, it is recommended that renewal of the current contract with Great West Life Assurance Company for medical and life insurance be delayed until September 13th pending further study of a limited self-insurance plan.

City of Maplewood
Employee Group Insurance Rates

	<u>Monthly Premiums</u>	
	<u>Existing Rate</u>	<u>New Rates 10-1-81</u>
Medical coverage:		
Great West:		
Employee	\$ 36.35	\$ 59.25
Dependents	61.53	100.29
Total	<u>97.88</u>	<u>159.54</u>
Group Health Plan:		
Employee	34.47	41.00
Dependents	65.82	78.50
Total	<u>100.29</u>	<u>119.50</u>
Dental coverage:		
Employee Benefit Plan:		
Employee	10.35	11.40
Dependents	21.85	24.00
Total	<u>32.20</u>	<u>35.40</u>
Group Health Plan:		
Employee	10.00	10.50
Dependents	19.05	18.60
Total	<u>29.05</u>	<u>29.10</u>
Long-term disability coverage:		
Rate per \$100 of coverage (based on employee's payrate)	\$ 1.22	\$ 1.22
Life insurance coverage:		
Basic employee life:		
Great West*		
1st \$5,000	2.85	2.85
2nd \$5,000	2.85	2.85
Minnesota Mutual:		
1st \$5,000	2.05	1.50
2nd \$5,000	2.05	1.50
Optional employee life - maximum \$30,000 - rate based on age. - cost per \$10,000 of coverage		
Under age 30	2.40	2.40
30 - 34	2.40	2.40
35 - 39	2.90	2.90
40 - 44	3.40	3.40
45 - 49	4.40	4.40
50 - 54	6.90	6.90
55 - 59	9.90	9.90
60 - 64	14.90	14.90
Optional dependent life		
\$2,500 coverage on spouse and children	1.58	.73

*Applies only to those employees that have medical coverage with Great West.

3-5-82

INSURANCE BENEFITS
Paid by City for Full-Time Employees
1982

<u>Employee Benefit Group</u>	<u>Health Insurance</u>		<u>Dental Insurance</u>	<u>L.T.D. Insurance</u>	<u>Life Insurance Provided</u>
	<u>Employee</u>	<u>Dependents</u>			
1) A.F.S.C.M.E. Clerical- Technical Unit		City pays \$100 per month toward health and dental insurance.		100%	\$10,000
2) Metro Supervisory Association	100%	50% plus \$15 (or) \$85 toward employee health and family dental insurance	\$10	100%	\$10,000
3) A.F.S.C.M.E. Maintenance Unit		City pays \$100 per month toward health and dental insurance		100%	\$10,000
4) Police Local 320 Unit		City pays \$105 per month toward L.T.D., health, and \$5,000 of life insurance. Employees may utilize \$10 of the \$105 maximum toward dental insurance.			
5) Sergeants	100%	50% plus \$10	\$10	100%	\$10,000
6) All other employees	100%	50% plus \$15	\$10	100%	\$20,000

EXHIBIT C

TABULATION OF EMPLOYEE INSURANCE BIDS
OPENED 8/10/82 at 8:30 a.m.

LIFE INSURANCE	CURRENT MONTHLY PREMIUM RATES	CANADA LIFE	GROUP**					MINNESOTA MUTUAL LIFE	UNIGARD OLYMPIC	WESTERN STATES LIFE
			COORDINATED HEALTH CARE	HEALTH PLAN	THE HARTFORD	SUN LIFE CANADA	HEALTH PLAN			
Basic (Incl. AD&D) (Per \$1,000)	\$.30*	\$.37	\$ -	\$ -	\$.38	\$.341	\$.36	\$.60	\$.36	
Dependents (Per \$2,500)	.73	.91	-	-	.92	.994	.83	.69	.70	
Optional (Incl. AD&D) (Per \$5,000)		M / F								
Under 30	1.20	.95/ .70	-	-	.40	.75	1.00	1.05	.85	
30 - 34	1.20	.95/ .70	-	-	.50	.75	1.00	1.40	.95	
35 - 39	1.45	.95/ .70	-	-	.85	1.00	1.25	1.40	1.35	
40 - 44	1.70	1.45/1.20	-	-	1.25	1.40	1.75	2.10	2.10	
45 - 49	2.20	2.20/1.70	-	-	3.00	2.20	2.75	3.30	3.30	
50 - 54	3.45	3.45/2.45	-	-	4.70	3.85	4.00	5.30	4.85	
55 - 59	4.95	5.45/3.70	-	-	7.30	6.35	6.00	7.55	7.75	
60 - 64	7.45	8.95/5.20	-	-	8.20	8.55	9.50	11.55	12.90	
65 - 69	-	13.70/7.70	-	-	16.40	13.30	16.00	17.30	21.55	

H.M.O.

Single Health	41.00	-	42.25	47.15	-	-	-	-	-
Family Health	119.50	-	124.50	137.91	-	-	-	-	-
Single Dental	10.50	-	-	10.50	-	-	-	-	-
Family Dental	29.10	-	-	29.10	-	-	-	-	-

HEALTH INSURANCE

Single	59.25	-----NO BIDS RECEIVED-----							
Family	159.54								

* \$.57 per \$1,000 with Great West.

** Group Health Plan bid submitted late (11:00 a.m., 8-10-82)

EXHIBIT D

SUPPLEMENTAL DATA FOR EMPLOYEE INSURANCE BIDS
OPENED AUGUST 10, 1982

<u>NAME OF INS. CO.</u>	<u>AGENCY NAME</u>	<u>AGENTS NAME</u>	<u>AGENCY ADDRESS</u>	<u>PHONE NO.</u>	<u>BID DEPOSIT AMOUNT DESCRIPTION</u>	<u>INSURANCE CO. REP. NAME</u>	<u>PHONE NO.</u>
Canada Life	Richard Arnold & Assoc.	Mark Arnold	777 East Seventh St. St. Paul, MN 55106	771-5545	\$2,700.00 Bid Bond	John Waterbury	927-4197
Coordinated Health Care	None	None	-	-	\$6,572.00 Certified Check	Michael Thielen	221-2111
Group Health Plan	None	None	-	-	\$9,000.00 Bid Bond	Graydon Newell	641-3100
The Hartford Life and Accident Insurance Co.	Employee Benefit Plans Inc.	Gerald Woessner	6950 Wayzata Blvd. Minneapolis, MN 55426	546-4353	\$ 625.00 Bid Bond	Charles Ambrosia	920-9700
Sun Life of Canada	Bob Martin & Associates	Fred Hack	710 Midwest Plaza Bldg. Minneapolis, MN 55402	333-2823	\$ 475.00 Certified Check	George Benrus(312)454-9632	
Minnesota Mutual Life Insurance Co.	Harry R. Ochs Agency	Floyd Johnson	400 N. Robert St. St. Paul, MN 55101	298-3790	\$1,576.00 Certified Check	Donald Lease	298-3500
Unigard Olympic Life Insurance Co.	Phil Stewart Insurance Agency	Phil Stewart	Box 111 - 114 North Shore Avenue Albert Lea, MN 56007	(507)373-3333	\$ 600.00 Certified Check	Linda ODonnel(800)426-5495	
Western States Life	Richard Arnold & Assoc.	Mark Arnold	777 E. 7th Street St. Paul, MN 55106	771-5545	\$ 636.00 Bid Bond	Ray J. Gross (701)237-5700	

EXHIBIT E

H.M.O. BENEFIT DIFFERENCES

<u>BENEFIT DESCRIPTION</u>	<u>GROUP HEALTH PLAN</u>	<u>COORDINATED HEALTH CARE</u>
A. Hospital Inpatient Coverage:		
1. Room and board	365 days per confinement	Unlimited
2. Nervous and mental illness	100% for 30 days	Member copayments: 1st - 25th day - \$15/day 26th - 73rd day - \$25/day 74th and over - No coverage
3. Alcohol and chemical dependency	80% for 73 days	Same as A2 above
B. Hospital Outpatient Coverage:		
1. Diagnostic X-ray and lab fee charges outside of service area	80% of U.C.R.	100% of scheduled benefit allowances
2. Exams and treatment within service area	100% coverage	100% coverage but member pays \$10 emergency room charge (waived if admitted)
3. Exams and treatment outside service area	80% of U.C.R.	100% of scheduled benefit allowances
C. Surgery and Medical Benefits:		
1. Surgery during emergency by non-H.M.O. physician or outside service area	80% of U.C.R.	100% of scheduled benefit allowances
2. Anaesthesiology, obstetrical care and physicians fees outside service area	80% of U.C.R.	100% of scheduled benefit allowances
D. Outpatient Services:		
1. Nervous and Mental Care	Covered for up to 20 visits per calendar year with a \$10 copayment per visit.	Covered for up to 25 visits per calendar year. Member copayment per visit: 1st-5th = None; 6th-15th = \$15; 16th-25th = \$25; 25th & over = No coverage.
2. Alcohol and chemical dependency	100% coverage	Same as D1 above.
3. Allergy tests and treatment	100% coverage	\$10 copayment each 6 months for injections.
E. Miscellaneous:		
1. Kidney dialysis and organ transplant	90% of U.C.R.	100% coverage
2. Nursing services in home	90% of U.C.R.	\$50 deductible for special services, then 100% coverage

MEMORANDUM

TO: City Manager
 FROM: Public Works Coordinator
 SUBJECT: Sale of Surplus Police Vehicle
 DATE: August 16, 1982

Action by Council:
 Endorsed _____
 Modified _____
 Rejected _____
 Date _____

At 10:00 a.m. on Thursday, August 12 sealed bids were opened for the sale of one 1979 Buick LeSabre.

Nine bids were received ranging from a low of \$501.00 to a high of \$1401.51. Disposal to the highest bidder is recommended.



MEMORANDUM

#1

TO: City Manager
 FROM: Thomas Ekstrand--Associate Planner
 SUBJECT: Number of Current Home Occupations
 DATE: August 9, 1982

Action by Council:

Endorsed _____
 Modified _____
 Rejected _____
 Date _____

Request

Councilperson Juker requested that Staff research the number of home occupation permits which are still effective.

Research Results

The following are the results obtained after researching the files on special exceptions for home occupations:

<u>YEAR</u>	<u>TOTAL PERMITS ISSUED</u>	<u>PERMITS STILL CURRENT</u>
1968	1	
1969	1	
1971	1	1
1972	2	
1973	1	1
1974	1	1
1976	2	
1977	3	1
1978	3	2
1979	4	3
1980	7	2
1981	7	6
1982	7	3
TOTAL	<u>40</u>	<u>7</u> 27

MEMORANDUM

TO: City Manager
FROM: Associate Planner--Johnson
SUBJECT: Code Amendment - Home Occupation
DATE: June 11, 1982

Background

At the May 20th Council meeting, Councilperson Juker directed Staff to evaluate whether to authorize home occupations by license to the applicant, rather than by special exception permit, which runs with the land.

Staff Proposal

1. Retain the present zoning code requirement for a home occupation to be authorized by a special exception permit.
2. Annual monitoring and licensing by Staff, for compliance with special exception permit conditions. All home occupation licenses would be subject to renewal in February.
3. Appeal to the City Council of licenses that Staff would revoke.

Analysis

The City Attorney's opinion is that the special exception permit process, due to the land use compatibility questions involved, should be retained as the vehicle for initial home occupation approval. (See attached opinion.) Thereafter, permit renewal by licensing is permissible.

A license is a right that is difficult to deny, if conditions for approval are met. The special exception permit on the other hand, is a privilege that may be denied on the basis of land use considerations, even though the general requirements for approval can be met. Thus, the special exception gives the City more control than would licensing.

Staff renewal of home occupations, following initial Council approval, is recommended. There are generally no problems with compliance that require Council attention. Staff renewals would also reduce Council's work load and eliminate unnecessary reports and applicant appearances before the Council. Where Staff would revoke a permit, the applicant would have the right of appeal before the Council.

The most important element in assuring that home occupations will be compatible with surrounding land uses, is the adoption and continuing enforcement of sound operational restrictions. The Zoning Code should be amended to include such restrictions, based upon the present Planning Commission's guidelines. (See attachment.)

The Council should also consider reinstating an application fee. The fee was previously \$30.00. A few home occupations are presently being renewed by license. (See reference information.) The charge for renewal is \$25.00.

Recommendation

- I. Adopt the enclosed zoning code amendment which:
 - A. Defines home occupation
 - B. Establishes home occupation operational requirements
 - C. Retains the special exception as the vehicle for approval
- II. Adopt the enclosed code amendment which authorizes Staff to annually renew home occupations by license, including all previously approved requests.
- III. Authorize Staff to reinstate a \$30.00 fee for home occupation applications.

REFERENCE INFORMATION

Existing Code

Section 904.010 (4) and (5) of the R-1, Residence District (Single Dwelling) Code permits:

- "4. Offices of professional persons when located in the dwelling of that professional person or persons, and when authorized by the lawful governing body.
5. Art Studio, photography studio, or other artistic pursuits conducted in the residence or accessory building, but only upon the securing of a permit to be issued by the Village Council."

Past Actions

1. In 1973, a subcommittee of the Planning Commission developed a home occupation ordinance. (See enclosed report.) This report was sent to the City Council for comment, without Planning Commission approval. Council sent the report to the Staff for "study and possible ordinance structure." No further action was taken.
2. August 21, 1978: The Planning Commission considered another home occupation ordinance drafted by Staff. No further action was taken. (See enclosed report.)
3. May 20, 1982: Councilperson Juker directed Staff to evaluate whether to authorize home occupations by license, rather than special exception permit.

City Clerk

Council has authorized the licensing of businesses, including home occupations, by resolution. In the past, a few home occupations have received license renewals. License renewal for all approved home occupations has not occurred at the Council's direction. (A list of past renewals is attached.)

Procedures

Planning Commission: Recommendation

City Council: First reading and a public hearing (at least three votes)
Second reading and adoption (at least four votes)

mb

Enclosures:

1. 1973 Planning Commission Subcommittee Report - Present Guidelines
2. Proposed Ordinance Amendment - Zoning Code
3. Proposed Ordinance Amendment - Licensing Code
4. Attorney's Opinion

PLANNING COMMISSION SUBCOMMITTEE REPORT

The Planning Commission concurs with the need for an appropriate definition of a home occupation. It is also felt that while certain occupations require the issuance of a special use permit, other activities such as those that do not have any of the following should be allowed without a permit:

1. Employment of any person not residing in the dwelling unit
2. Customers visiting the premises
3. Manufacture of products on the premises.

The Planning Commission proposes the following guidelines for a Home Occupation:

Home Occupation requiring a permit is defined as that occupation conducted in a dwelling unit involving the manufacture and/or sale of a product or service, subject to the following limitations:

1. Is conducted on a continuing basis, that is, for more than 30 days out of the year.
2. Not more than one person other than members of the family residing on the premises shall be allowed to engage in such occupation.
3. The use of the premises for the home occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants, and no more than an area equivalent to 20% of the dwelling unit floor area shall be used in the conduct of the home occupation.
4. There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home occupation other than one sign, not exceeding two square feet in area, non-illuminated, and mounted flat against the wall of the principal building.
5. There shall be no retail sales of products produced off site in connection with such home occupation.
6. No traffic shall be generated by such home occupation in greater volumes than would normally be expected in a residential neighborhood, and the need for off-street parking shall not exceed more than three off-street parking spaces for the home occupation at any given time in addition to the parking spaces required by the resident occupants; in no event shall such number of off-street parking spaces exceed a total of five such spaces for the premises and shall be off of the street other than in a required front yard.
7. No equipment or process shall be used in such home occupation which creates noise, vibration, glare, fumes, odors, or electrical interference detectable to the normal senses off the lot, if the occupation is conducted in a single family residence, or outside the dwelling unit if conducted in other than a single family residence. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises, or causes fluctuations in line voltage off the premises.
8. No fire, safety, or health hazard shall exist for the residents of the dwelling unit, customers, or employee.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTERS 904 AND 916 OF THE
MAPLEWOOD MUNICIPAL CODE RELATING TO HOME OCCUPATIONS

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

SECTION 1. Section 916.010 (Definitions) is hereby amended to include the following subsection:

- 21. Home Occupation. Any gainful occupation engaged in by an occupant of a dwelling unit, where the occupation is secondary to the main use of the premises as a residence. Such occupation may be conducted within a dwelling unit or accessory structure.

SECTION 2. Section 904.010 is hereby amended as follows (language to be deleted is crossed out, language to be added is underlined):

~~4. -- Offices of professional persons when located in the dwelling of that professional person or persons, and when authorized by the lawful governing body.~~

~~5. -- Art studio, photography studio or other artistic pursuits conducted in the residence or accessory building, but only upon the securing of a permit to be issued by the Village Council.~~

4. a. Home occupations shall require a special exception permit for any of the following activities which would occur more than thirty days each year:

1. Employment of any person not residing on the premises

2. Customers visiting the premises

3. Manufacture of projects on the premises

4. A vehicle(s) used in the home occupation, and parked on the premises, which exceeds a one-ton payload capacity

Home occupations which do not involve any of these activities may be permitted without a permit.

b. Home occupations requiring a permit shall be subject to, but not limited to, the following requirements:

1. Not more than one person, other than members of the family residing on the premises, shall be allowed to engage in such occupation.

2. An area equivalent to no more than 20% of each level of the dwelling unit floor area shall be used in the conduct of a home occupation.

3. There shall be no change in the outside appearance of the building or premises, that would indicate the conduct of a home occupation, other than one sign meeting the requirements of the city sign code.
4. Limited retail sales of products produced off-site may be permitted, but only when subordinate to the principal activity(ies) of the home occupation.
5. No traffic shall be generated by a home occupation in greater volumes than would normally be expected in a residential neighborhood. The need for off-street parking shall not exceed more than three off-street parking spaces for home occupation at any given time, in addition to the parking spaces required by the resident occupants.
6. No equipment or process shall be used in such home occupation which creates noise, vibration, glare, fumes, odors or electrical interference detectable to the normal senses off the lot. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises, or causes fluctuations in line voltage off the premises.
7. No fire, safety or health hazard shall exist.
8. A home occupation shall not include the repair of internal combustion engines, body shops, machine shops, welding, ammunition manufacturing or other objectionable uses as determined by the City. Machine shops are defined as places where raw metal is fabricated, using machines that operate on more than 120 volts of current.
9. Any violation of these requirements shall result in the denial or revocation of the home occupation.
10. The City may waive any of these requirements if the home occupation is located at least 350 feet from an adjoining residential use.
11. Approval shall be for a period not to exceed one year. Renewal shall be subject to the provisions of Section 826 of the City licensing code.

SECTION 3. Section 904.010 is hereby amended to renumber subsections 6 and 7 to subsections 5 and 6.

SECTION 4. This ordinance shall take effect and be in force from and after its passage and publication, as provided by law.

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

Attest:

 Mayor

Ayes -
 Nays -

 Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 826 OF THE MAPLEWOOD MUNICIPAL
CODE RELATING TO LICENSING HOME OCCUPATIONS

SECTION 1. The licensing Code of the City of Maplewood is amended to add
Chapter 826.

826. HOME OCCUPATIONS

- 826.010 ORIGINAL APPROVAL. Original approval of a home occupation shall be granted by special exception permit, in accordance with the provisions of Section 904.010 (4a) and (4b) of the Zoning Code.
- 826.020 RENEWAL. A license shall be secured from the City Clerk, annually in the month of February, to continue operation of a home occupation, once original approval is granted, including approvals granted prior to the enactment of this ordinance.
- 826.030 LICENSE REVOCATION. The City Clerk may revoke or refuse to renew a home occupation license where there is evidence of noncompliance with the conditions of the original approval.
- 826.040 APPEAL. The owner or his assign of a home occupation who is denied a license renewal, may appeal the City Clerk's decision to the City Council. To request an appeal, the owner of this home occupation must submit a written letter of request to the City Clerk, within thirty days of the license revocation or nonrenewal.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication, as provided by law.

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

Mayor

Attest:

Clerk

Ayes -
Nays -

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

June 9, 1982

Mr. Randall Johnson
Associate Planner
City of Maplewood
1902 East County Road B
Maplewood, MN 55109

Dear Mr. Johnson:

This is in reply to your letter of June 2, 1982 concerning licensing of home occupations.

You first asked whether or not licensing home occupations would present any legal problems that authorization by special exception permit would not. It is my opinion that the City loses some control over the operation of these businesses within homes or residential districts by going to the licensing system as opposed to granting special permits.

Under the special permit we can impose specific controls of the specific site and limit the amount of time that the use can proceed including the hours of operation. We can also call in the permit and cancel it under the existing ordinance if there are violations.

As I read the proposed ordinances, ^{[permit approval by license)} there isn't any provision in here for revoking the license in case of violations of the conditions and I believe that it would be well to include a provision in the ordinance which would allow the Council to impose additional conditions on any specific licensee in the event of difficulties arising in the future. In other words, we can probably take care of some of the legal problems on control by putting in a little additional language in the proposed ordinances.

On the other hand, I believe that the licensing, if it's administered as I would expect it to be under this licensing Act, that is, indiscriminately upon request of a person's meeting the requirements, then it would present fewer legal problems than are possible under the special exception permit as you have a set of standards and it would be no claim of arbitrariness or discrimination as is possible when the Council denies a special exception permit.

(Definitions)

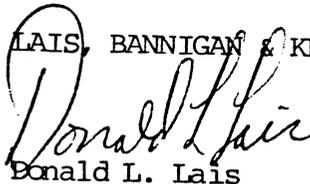
I believe that the requirements for a license should be a part of the licensing code, however, I would suggest an amendment to your proposed ordinance 916.010. I believe that it should read as follows:

4. That any home occupation, meaning any of the following criteria shall require the license and be subject to the additions of Chapter 826 of the (Licensing) City Code.

Then, I would go down on the items that you have a, b, c and d are okay, however, item e. would require licensing where any individual conducts his or her business within the home for more than thirty days a year. This would seem to be counterproductive and that it then would require the licensing of all those other people we tend to exempt from the requirement of the licensing by the other criteria. I wonder whether or not it was intended that item e. come into play when items a, b, c or d are involved for a period of more than thirty days per year. This does seem to be ambiguous and should be clarified. Variances to the requirements would be possible if adopted as part of the licensing code, however, it would require an amendment to the code, unless the licensing code provided within its conditions a means of granting a variance. Perhaps that's what I am alluding to the first part of my opinion concerning additional conditions that the Council might impose on a party operating under a license. It seems to me that some provision should be made in the licensing code for some adjustments to particular conditions or peculiar situations.

Sincerely,

LAIS, BANNIGAN & KELLY, P.A.



Donald L. Lais

kmc

MEMORANDUM

TO: City Manager
 FROM: Associate Planner--Johnson
 SUBJECT: Plan Amendment and Time Extension
 LOCATION: 2696 Hazelwood Avenue
 APPLICANT: Health Resources, Inc.
 OWNER: Health Resources, Inc.
 DATE: August 11, 1982

Action by Council:
 Endorsed _____
 Modified _____
 Rejected _____
 Date _____

SUMMARY OF THE PROPOSAL

Request

1. Approval of a plan amendment from SC- Service Commercial to RB- Residential Business.
2. Approval of a time extension for the Health Resources' special use permit.

Proposal

1. Construct a 100+ unit condominium or cooperative residence for senior citizens.
2. The existing building would continue to be used for the applicant's offices, community health education, and outreach programs. This facility would also be used by the seniors for dining, gymnasium, convenience shops and meeting room facilities.
3. See the applicant's letter of request.
4. This site is one of the two best sites among four sites presently being considered by the Housing and Redevelopment Authority for a seniors' residence. (See Planning section.)

CONCLUSION

Analysis

The present service commercial designation for this site would permit overly intensive uses relative to the surrounding land uses and should be changed. Designation as residential-business would permit the applicant to continue to use the ex-school facility as well as construct a seniors' residence of from 104 two-bedroom to 208 one-bedroom units on the remaining six acres. This density is consistent with the applicant's request and would not be out of character with surrounding land uses. No objections were received from property owners within 350 feet of the site.

This site is desirable for a seniors' residence because of the residential neighborhood atmosphere and opportunities afforded by the park for interaction among seniors and area youth. Bus service will eventually be convenient, when extended to the future hospital site on Beam and Hazelwood Avenues. Because of these attributes, this site is considered by the Housing and Redevelopment Authority to be one of the top two choices among four sites (Map Five) presently being considered for a seniors' residence.

Recommendation

- I. Approval of the enclosed resolution amending the Land Use Plan from SC-Service Commercial to RB- Residential Business for 2696 Hazelwood Avenue.
- II. Approval of a three-year time extension for the Special Use Permit to conduct community service programs at 2696 Hazelwood Avenue, since there have not been any problems caused by this facility during the past two years of operation.

BACKGROUND

Site Description

1. Size: 6.13 acres - seniors' residence
3.88 acres - existing building
2. Existing Use:
 - a. Parcel one (map three): Two ball fields, leased by the City for organized softball and tee-ball. This lease permits the "use of the ball diamond, providing said use does not conflict with the use of the property by the applicant."
 - b. Parcel two (map three): Existing building, presently being used for the applicant's offices and community service programs, including out-patient treatment for chemical dependence, home health care, and community health education.

Surrounding Land Uses

North and East: Hazelwood Park

South: A single dwelling on a 4.4 acre parcel, planned for residential lower density.

West: Hazelwood Avenue, West of Hazelwood Avenue, several single dwellings on larger lots.

Past Actions

8-7-80: Council approved a special use permit for the applicant to operate the community service programs, with the following conditions:

1. The permit shall be good for one year. It may be renewed if Council determines that the use had no adverse affect on the neighborhood. The concerns for parking spaces can be discussed at that time
2. Striping of the parking lot for 52 spaces
3. The City shall have a continued use of the ball diamond providing it does not conflict with the use of the applicant.
4. The City shall sign a hold harmless agreement absolving Health Resources, Inc. of any injury liabilities for City use of the facilities
5. The applicant shall appear before the Council if an increase of the number of parking stalls beyond the 52 spaces is needed within one year preceding the renewal of their special use permit

8-6-81: a. Council renewed the special use permit for the Health Resources Center for one year since there had not been any problems caused by this facility after one year of operation.

- b. Council approved a parking lot expansion for the facility. This expansion has been completed.

DEPARTMENT CONSIDERATIONS

Planning

1. Land Use Plan Designation: SC-Service Commercial
2. Policy Criteria from the Plan:
 - a. The Service Commercial classification is oriented to facilities which are local or community-wide scale. While a full range of commercial uses is permitted in this district, certain types of facilities which may be of a high-intensity nature, such as fast-food restaurants, discount sales outlets, gas stations, and light industrial uses, should be permitted subject to specific performance guidelines. The objective of establishing this district is to provide for a wide variety of commercial uses, compatible with the character and development of the neighborhoods in which they are located.
 - b. The Residential Business classification includes high density residential and office uses, and should provide some transition between a commercial use that generates a high amount of traffic, such as a Diversified Center, and residential uses.
 - c. Page 21-5: Housing within the community should be flexible to permit a mixture of people in all housing areas regardless of age, ethnic, racial, cultural, or socioeconomic backgrounds.
 - d. Page 18-8: Housing should be provided which meets the physical and psychological needs of all persons.
 - e. Page 18-9: Locate multiple family housing in areas not inferior to those generally used for conventional single-family housing.
 - f. Page C-37:
 - 1) An elderly housing project should be located in a residential district, but with good access to commercial facilities and services, such as grocery stores, drug stores, medical clinics and passive recreational areas. When these services are more than one-quarter or one-half mile from a site, access becomes a problem.
 - 2) Access to community services which are not in close proximity to the site should be provided by an adequate public or private transportation system.
 - 3) The housing facility should be located so that quick response of emergency services (i.e. medical, ambulance, police, and fire) can be provided, especially when these are not provided on-site.
 - 4) Whenever possible, open spaces for gardens or recreation should be programmed into an elderly housing project.

3. Zoning: F-farm residence
4. Density: 34 people/net acre would be the maximum permissible density. A seniors' residence with 104 two-bedroom to 208 one-bedroom units could be constructed on the undeveloped portion of this site (Parcel one-map three).
5. Plan Update:
 - a. Amendments to the Land Use Plan authorized from March 3, 1981, to March 15, 1982, resulted in a net loss of 61 acres of high and medium density acreage city-wide.
 - b. 39 acres of higher density land were eliminated in the Hazelwood neighborhood.
6. HRA Housing Proposal:
 - a. A feasibility study is currently being conducted to recommend among seven site alternatives for the development of a senior condominium or cooperative. (See map four.)
 - b. The applicant's site is in a virtual tie for first choice, based on a site and location analysis conducted by Gary Solomonson and Associates for the Housing and Redevelopment Authority.
 - c. Final site selection is scheduled for September 13. Preliminary site plans must be submitted by August 27.
 - d. To ensure that the HRA's housing program can meet required deadlines, the applicant's plan amendment request should be decided on by the City Council no later than August 23.
 - e. This site is well suited for seniors' housing because:
 - 1) The ex-school facilities (gymnasium, congregate dining, and meeting rooms) could result in a significant cost savings relative to the other sites being considered.
 - 2) The vistas, proximity to open space, residential neighborhood setting and opportunity for interaction with youth, are attributes highly desirable for seniors' housing.

Public Works

1. Sewer and water lines have adequate capacity for a large residential structure.
2. County Road C and Hazelwood are designated as minor arterial roadways.

Parks and Recreation

1. Development of this site would result in the loss of one, if not both, of the tee-ball playing fields currently being leased from the applicant.

2. On August 9, the Parks and Recreation Commission discussed the potential loss of the play fields but made no recommendation.
3. The applicant acknowledges that the northerly field would be lost. However, a goal of planning seniors' residences is to ensure opportunities for the interaction of youth and the seniors.
4. The feasibility of retaining the southerly site will be evaluated when site plans are considered.

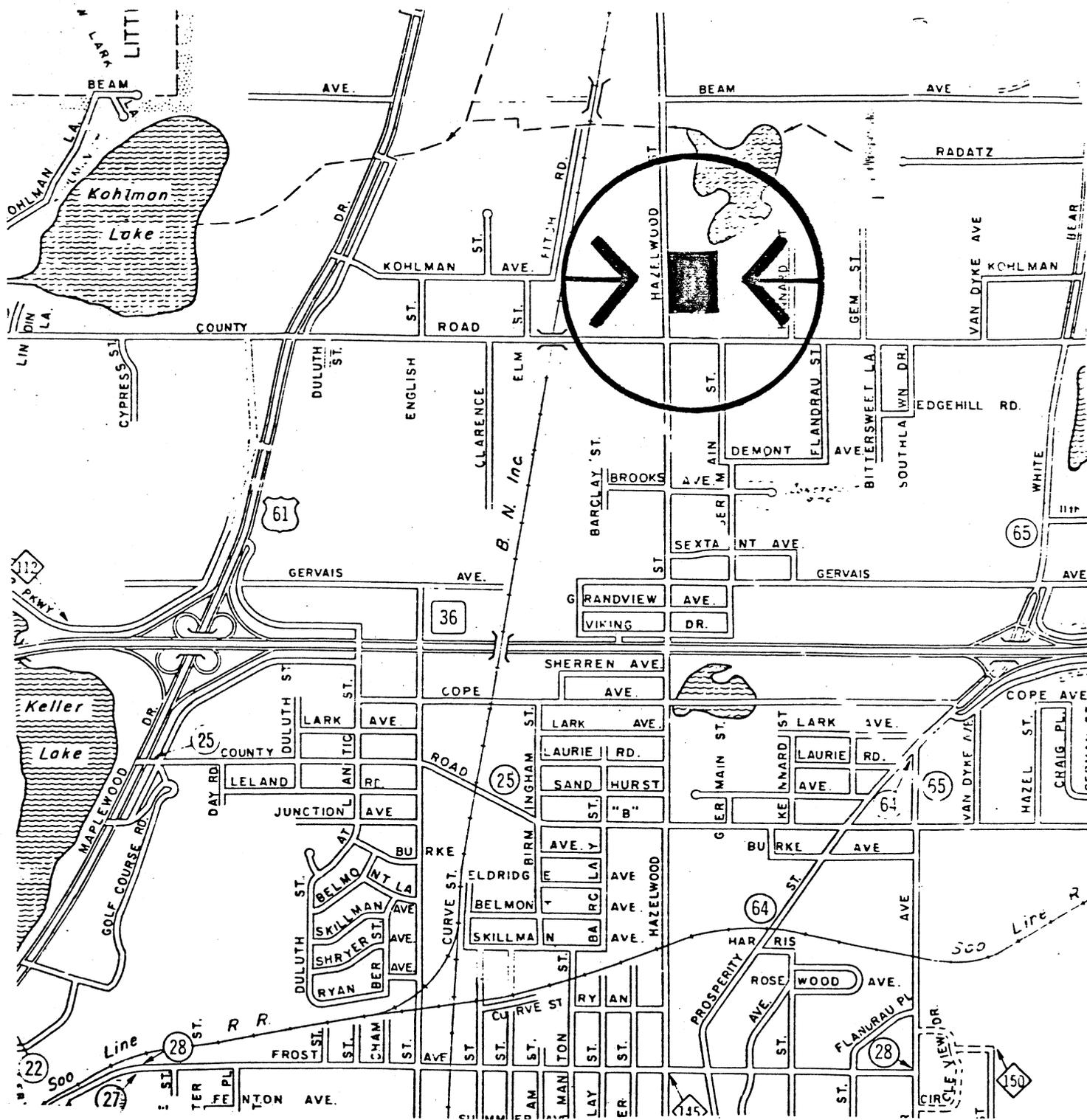
Citizen Comments

Staff surveyed the property owners residing within 350 feet of this site. No objections were received to the development of a seniors' residence. The land owner to the south asked to be included in this plan amendment request. No agreement was reached and the applicant has asked that the present request stand alone.

mb

Enclosures:

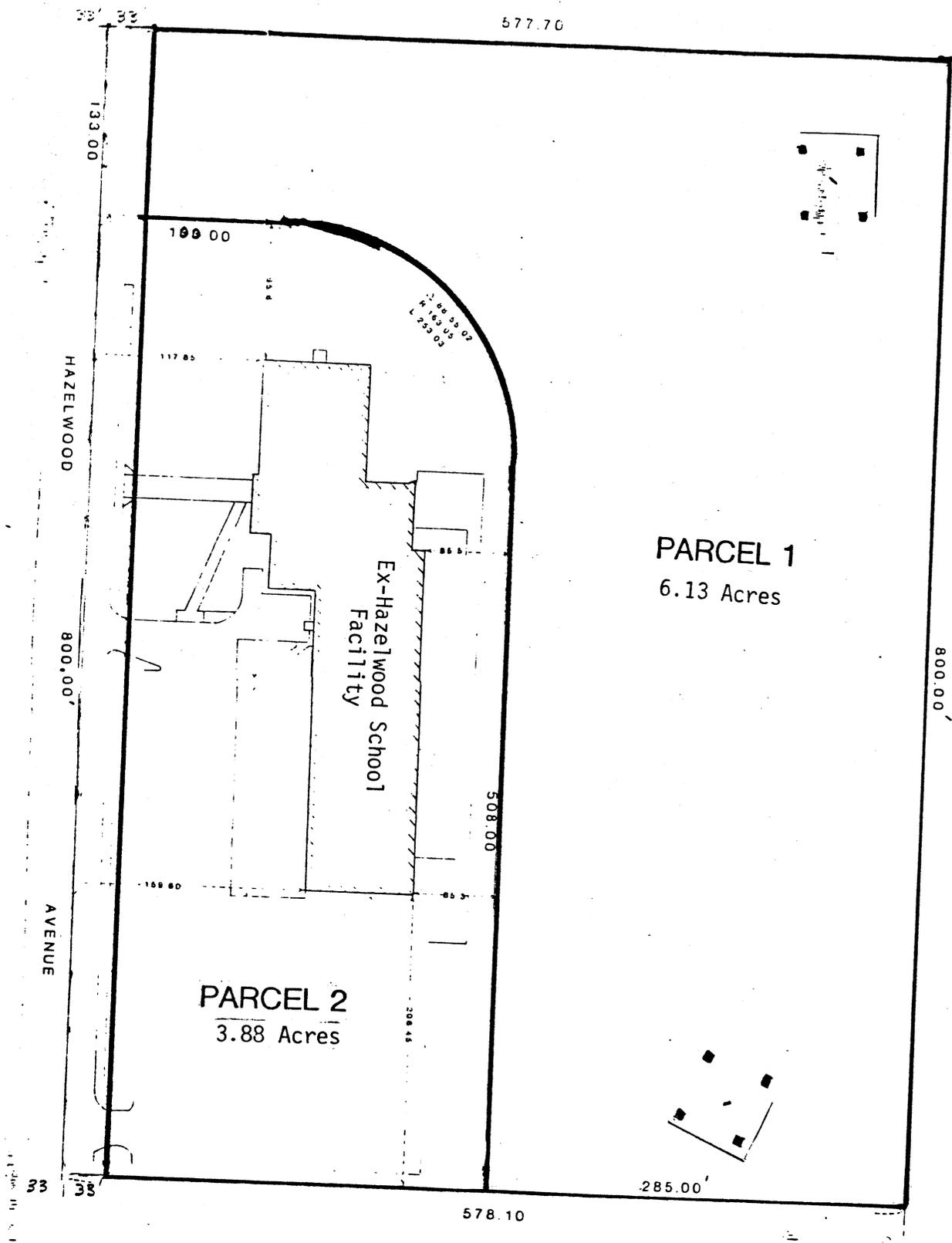
1. Location Map
2. Property Line Map
3. Site Plan Map
4. Land Use Plan Map
5. Sites Considered for Seniors' Residence
6. Applicant's Letter of Request
7. Resolution



Map 1

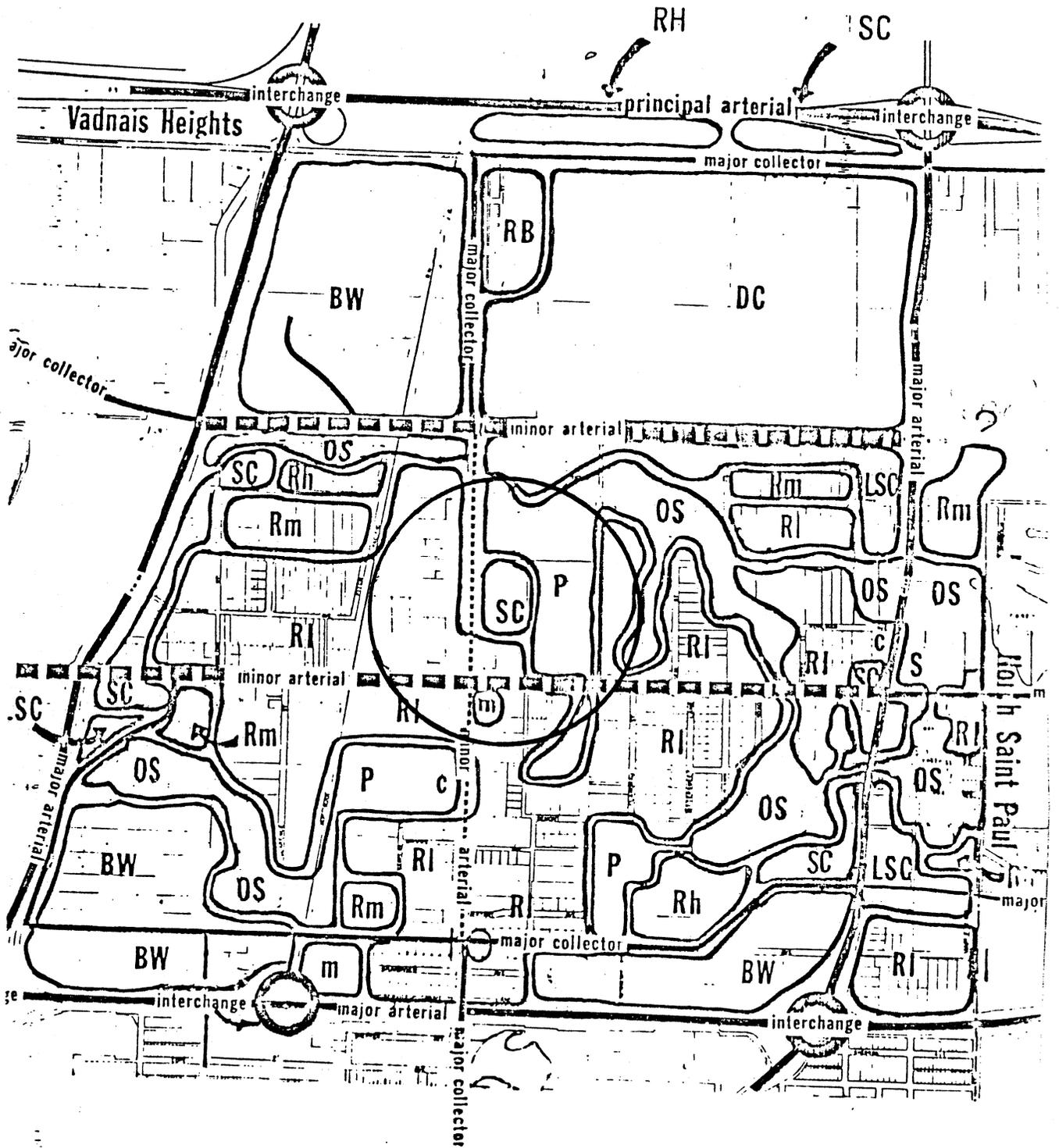
LOCATION MAP





SITE PLAN

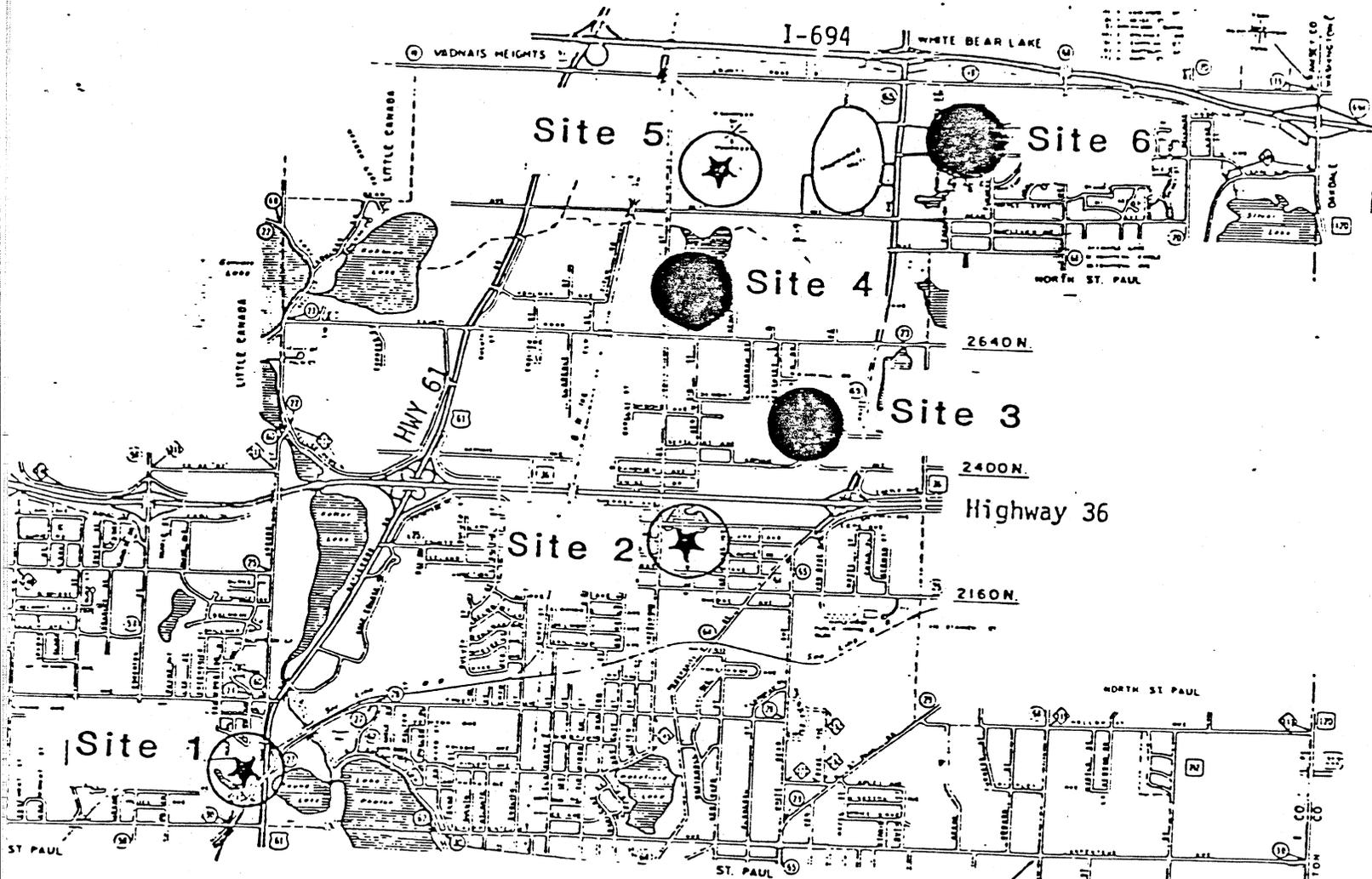




Map 4

Hazelwood
NEIGHBORHOOD LAND USE PLAN





Map 5

CITY OF MAPLEWOOD



SITES BEING CONSIDERED FOR A CONDOMINIUM
FOR SENIOR CITIZENS (initially)

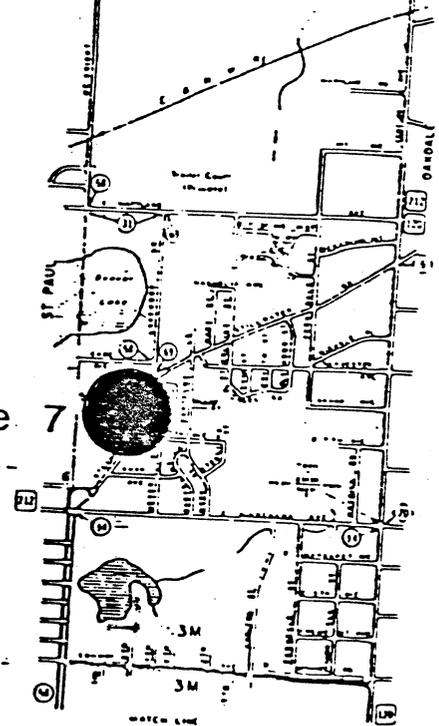


SITES RECOMMENDED FOR FURTHER CONSIDERATION
BY THE HRA ON 7-28-82

SITE
3
4
6
7

DEVELOPER
Woodmark, Inc.
Health Resources, Inc./Ebenezer Society
Bor-Son
P.J. Gaughan

Site 7





Health Resources, Inc.

A Holding Corporation for Medical, Health & Hospital Services

12 July 1982

Mr Randall Johnson
Associate Planner
City of Maplewood
1902 East County Road B
Maplewood, Minnesota 55109

Dear Mr Johnson

Health Resources, Inc. is interested in designing a senior housing project in conjunction with its Hazelwood School site. At the present time the Comprehensive Plan would prohibit high density housing in that it has a commercial classification.

Our intention would be to blend high density residential with supportive offices and shops. In our preliminary planning stages we feel that by physically attaching the senior high rise to a building which houses a wide variety of supportive programs such as shops, food, recreational services, and educational programs in health and wellness, we could enhance the life of those in and around the project. We certainly do not feel this would in any way have an adverse affect on the surrounding community or the Comprehensive Plan. Many of the services would be available to people living outside the housing project.

We therefore request a change in the Comprehensive Plan from SC to RB.

If you have any questions, please contact me.

Sincerely

James B Swanson
Vice President
Senior Services Division
os

RESOLUTION NO. _____

COUNTY OF RAMSEY
CITY OF MAPLEWOOD

RESOLUTION APPROVING A LAND USE PLAN AMENDMENT

WHEREAS, a proceedings for the amendment of the Maplewood Comprehensive Municipal Plan entitled "Plan for Maplewood" has been initiated by Health Resources, Inc. for a change of Planned Use from SC-Service Commercial to RB-Residential-Business, for the following generally described area:

Except Hazelwood Park, all that property lying north of the south 510 feet in the Southwest quarter (SW 1/4) of the Southeast quarter (SE 1/4) of Section three (3), Township 29, Range 22.

WHEREAS, the procedural history of the proposed amendment is as follows:

1. The City of Maplewood has a Comprehensive Municipal Plan entitled "Plan for Maplewood" adopted pursuant to the provisions of Minnesota Statutes, Chapter 670, Laws 1965 (the Municipal Planning Act, Minnesota Statutes Annotated, Sections 462.351 to 462.364 thereof);
2. Minnesota Statutes, Section 462.355, Subdivision 2 and 3 thereof, provide for amendment of the Comprehensive Municipal Plan or of any section thereof;
3. An amendment of the Comprehensive Municipal Plan has been proposed by Health Resources, Inc. and referred to the Maplewood Planning Commission, which held a public hearing on the 16th day of August, 1982 pursuant to Minnesota Statutes, 462.355, Subdivision 2 thereof, notice by mail and publication having been given, heard all who wished to be heard, considered all written and staff reports and analysis.

WHEREAS, the Maplewood City Planning Commission, having considered the testimony of those present, all written submissions to it and staff reports, approved the amendment on the following findings of fact:

1. The present designation of SC-Service Commercial is overly intensive and out-of-character with adjacent planned uses.
2. The resultant density would not be inconsistent with the surrounding land uses.
3. The site is well suited for a seniors' residence.
4. Six of 39 acres of higher density residential land would be regained which had been lost in this neighborhood during the Plan Update process.

NOW, THEREFORE, BE IT RESOLVED that the Maplewood City Council hereby certifies the above-described amendment to its Comprehensive Municipal Plan entitled "Plan for Maplewood."

Adopted this _____ day of _____, 19____.

Mayor

Manager

ATTEST:

Clerk

11/11/11

11/11/11

MEMORANDUM

I-2

TO: City Manager
 FROM: Associate Planner--Randall Johnson
 SUBJECT: Special Exception Permit--Day Care
 LOCATION: 1735 Kennard
 APPLICANT/OWNER: Presentation of the Blessed Mary Church
 DATE: August 11, 1982

Action by Council

Endorsed _____
 Modified _____
 Rejected _____
 Date _____

SUMMARY OF THE PROPOSAL

A special exception permit to operate a Childhood Center for day care.

Proposal

1. Twenty preschool children, ages 2½ to 5, and twenty school-age children, ages 6 through 12, would be provided for.
2. The hours of operation would be Monday through Friday, between 6:30 a.m. and 6:00 p.m.
3. The program would be in addition to the grade school (K through 8) which has a present enrollment of 415 students.
4. The facility would be located in a 3000 square foot area on the ground floor of the school building.

CONCLUSION

Analysis

The request is consistent with the requirements of the Zoning Code. All Life Safety Code deficiencies should be corrected before the program is initiated.

Recommendation

Approval of a special exception permit for one year to operate a Childhood Center for day care at the Presentation of the Blessed Mary Church, 1735 Kennard Street, subject to:

1. Correction of all Life Safety and Building Code deficiencies, prior to program start-up.
2. If no nuisance conditions exist at the end of one year, the permit may be renewed by the City Council.

Approval is recommended on the basis that:

1. The request is consistent with the intent of the Land Use Plan and Zoning Code.
2. The change would not substantially detract from the use of adjacent properties.
3. The proposal is in the best interests and convenience of the community.

BACKGROUND

Site Description

Size: 9.4 acres

Existing Land Use: Church and grade school

Surrounding Land Uses

North: Single dwelling

East: Kennard Street. Across Kennard Street, single dwellings

South: Larpenteur Avenue. Across Larpenteur Avenue, townhomes

West: Prosperity Road. Across Prosperity, park

Past Actions

Council has recently approved similar requests for Holy Redeemer Church and Lutheran Church of Peace.

DEPARTMENT CONSIDERATIONS

Planning

1. Land Use Plan Designation: Church and School
2. Zoning: R-1, Residence District (Single Dwelling)
3. Compliance with Land Use Laws:
 - a. Section 904.010(3) of City Code states that "churches, public or parochial, and private schools (or other schools by special permit from the lawful governing body)" may be located in R-1, Residential Districts.
 - b. Section 915.030 of City Code states that when the governing body considers an exception to the Zoning Code, it shall, among other things:
 - 1) Assure itself that the proposed change is consistent with the spirit, purpose and intent of the zoning ordinance;
 - 2) Determine that the proposed change will not substantially change, injure or detract from the use of neighboring property or from the character of the neighborhood and that the use of the property adjacent to the area included in the proposed change or plan is adequately safeguarded;
 - 3) Determine that the proposed change will serve the best interests of the village, the convenience of the community (where applicable), and the public welfare.

4. Public Safety/Building Official

The following items shall be corrected before the program is initiated:

1. No less than two remote exits
2. Emergency lighting
3. Exit signs and illumination
4. Ceiling, wall and floor finish to be Class A or B
5. Smoke detection (single station)
6. Protective receptacle covers on all electrical outlets
7. Portable fire extinguisher by kitchen area
8. No enclosed usable space under stairs in an exit enclosure, west stair tower

Other Agencies

1. Department of Public Welfare

a. Operational requirements for nursery school licensing (children from 2½ to 5 years):

- 1) At least 35 square feet per child. (This facility contains 3000 square feet or room for 85 children.)
- 2) A staff to child ratio of no greater than 1:10.
- 3) Approval by the local Fire Marshal.

2. Department of Education

There are no licensing requirements for a private kindergarten.

jw

Enclosures:

1. Location Map
2. Property Line Map
3. Applicant's Letter of Request

MEANDERED
COUNTY
LARPEN TEUR

L A K E

L I D

PROSPERITY

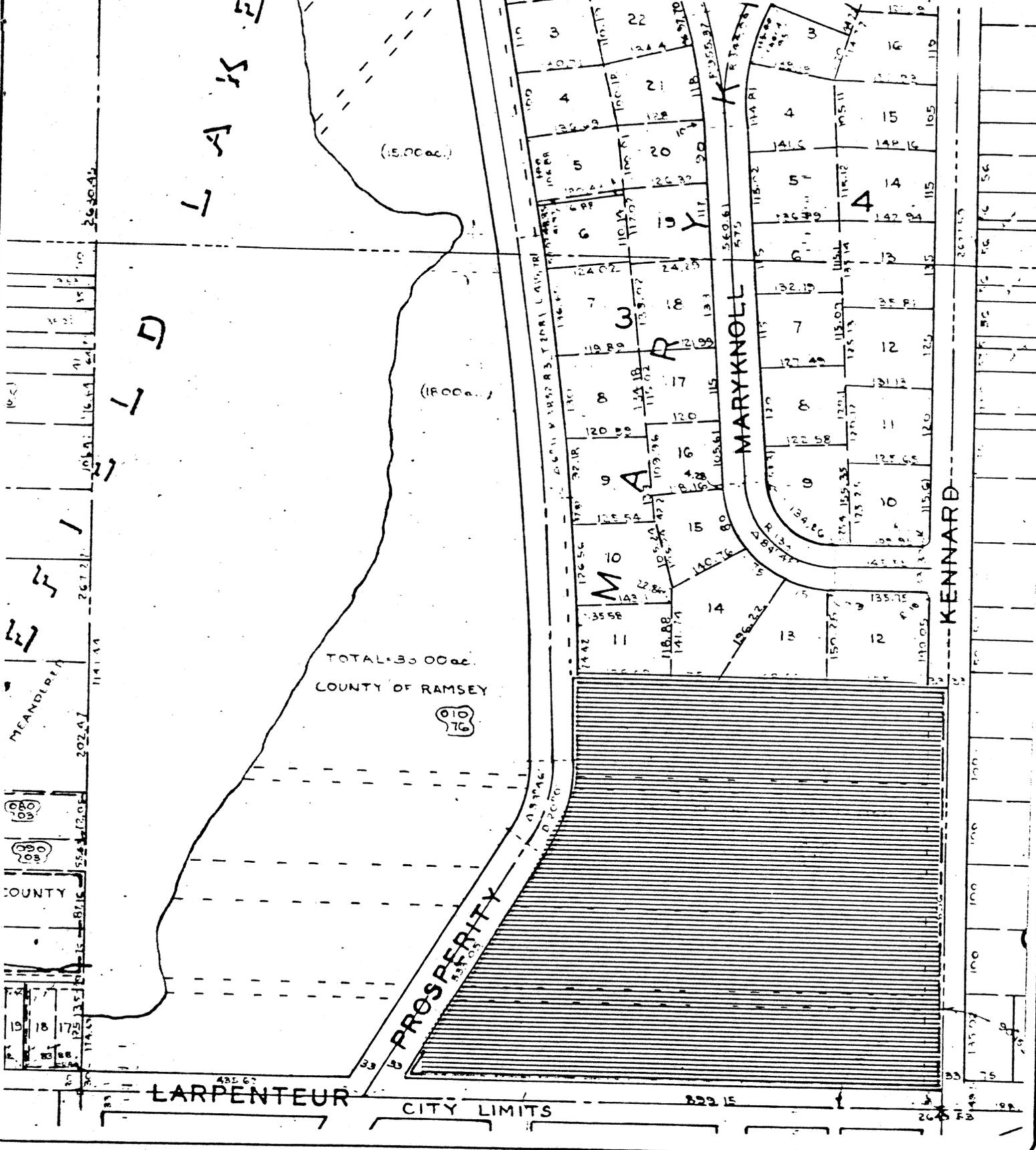
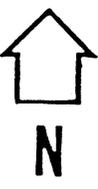
MARYKNOLL

KENNARD

TOTAL 35.00 ac.
COUNTY OF RAMSEY



PROPERTY LINE MAP



CHURCH OF THE PRESENTATION OF THE BLESSED VIRGIN MARY

1735 Kennard Street - Maplewood, Minnesota 55109

July 21, 1982

City of Maplewood
Planning Department
1902 E. County Road B
Maplewood, MN 55109

Gentlemen:

The Church of the Presentation of the Blessed Virgin Mary is applying for a Special Use Exception that will permit us to provide and operate a Childhood Center in space that is available in our grade school facility.

The Childhood Center would initially be licensed for 20 preschool children aged 2 1/2 through 5 years and for 20 school age children aged 6 through 12. It would be open Monday through Friday between the hours of 6:30 a.m. and 6:00 p.m.

Presentation Parish has a membership of 1700 families, many of whom are either single parent families or families in which both spouses work. In addition, we operate a grade school, K through 8, with an enrollment of approximately 415 students.

We feel there is a need among our parishioners, as well as non-parishioner families in the area, for a quality Childhood Center to operate within an educational structure at a reasonable cost. Many families would welcome the peace-of-mind feeling of having their young school age children in a supervised learning environment between the time when school lets out in the afternoon and the parents return home from work.

Our Childhood Center will be located in the ground floor of the wing of our school building that runs parallel to Larpenteur Avenue. The area consists of

... continued

City of Maplewood Planning Dept.

-2-

three rooms totaling approximately 3,000 square feet. The three rooms are a self-contained unit that is remote from the rest of the grade school. We feel it is an excellent facility for a Childhood Center.

Thank you for your consideration that hopefully will lead to a favorable response to our application.

Sincerely,



Ed Feffer
Parish Administrator

EF/rk

MEMORANDUM

TO: City Manager
 FROM: Director of Community Development
 SUBJECT: Review of Plan Approval Conditions
 LOCATION: 3000 White Bear Avenue
 PROJECT: Plaza 3000 Shopping Center
 DATE: August 16, 1982

Action by Council:
 Endorsed _____
 Modified _____
 Rejected _____
 Date _____

Request

Councilman Bastian, on December 19, 1981, requested that Staff contact the Plaza 3000 management to:

1. See that the delapidated roof top equipment screening above Jerry's Foods be repaired;
2. See about getting an "entrance" sign placed above the rear entrance to the building so the residents of Concordia Arms would be aware that this door is there for public access;
3. Request a sidewalk from Lydia Avenue to the Plaza 3000 parking lot for Concordia Arms residents to cross the boulevard safely and easily in the winter.

CONCLUSION

Analysis

There are five problems to be corrected at the Plaza 3000:

1. Screening the roof top equipment
2. Screening the dumpsters
3. Construction of a sidewalk along Lydia Avenue
4. Regular clean up of Jerry's Foods trash compactor.
5. Removal of the curbing at the Larkin Dance Studio.

Staff has been trying to get the first four problems corrected for some time. The fifth problem is more recent. The result has been a letter from the Plaza's attorney stating that, "any unfulfilled requirements the City had in 1974 have been waived". (See enclosed letter.)

The manager of Concordia Arms informed staff that a sign over the rear entrance to the Plaza is not needed.

Recommendation

Any of the following items that are not completed by December 1, 1982. shall be referred to the City prosecutor for legal action:

1. Roof mounted equipment protruding above the parapet wall shall be screened from view with a wood screen.
2. All exterior dumpsters shall be screened from view with a material that is compatible with the main building.
3. Construction of a five foot wide concrete sidewalk along Lydia Avenue, from Ariel Street to White Bear Avenue, including the two foot berms shown on the approved plan.
4. Keep the area around Jerry's Foods compactor clean.
5. Removal of the curbing in front of the east door to Larkin Dance Theatre and rechanneling of the water from the roof drain away from the door.

BACKGROUND

Past Actions

8-2-73: Council rezoned the site from F, Farm Residence to SC, Shopping Center.

9-5-74: Council approved the Maplewood Plaza site plan as it relates to the buildings only, subject to the parking, traffic and landscaping being referred to the Community Design Review Board and the Planning Commission for further study.

10-17-74: Council approved the general site and building plan, based on the Planning Commission review, subject to the following conditions:

1. Pedestrian and bicycle traffic on Lydia from developments south and easterly of subject property could be extensive. Public sidewalk and an accessway to the shopping center from the intersection of Lydia and Ariel should be provided. Sidewalks on Lydia between White Bear and Ariel and also on the westerly side of Ariel between Lydia and Woodlynn be improved and the developer would agree in writing to said improvements.
2. Eight foot wide planter be provided along front of building and along the adjacent parking area thereof and eliminate angle parking.
3. That portion of the overall site northerly of Woodlynn an additional access drive to Ariel should be provided approximately 150 feet northerly of Woodlynn.
4. It is suggested that the island extended westerly of the grocery pickup station be widened to provide for tree well.

12-19-74: Council approved a detailed plan, based on the Community Design Review Board recommendation, subject to several conditions. (See enclosed minutes of 12-19-74.)

Compliance with 1974 Conditions

1. Condition one of the 10-17-74 approval requires a sidewalk on Lydia Avenue, between White Bear Avenue and Ariel Street. Condition B. 1. of the 12-19-74 approval approved a berm and sidewalk plan. No sidewalk or berming on Lydia Avenue has been done.
2. Condition A. 3. of the 12-19-74 approval requires that "roof mounted equipment protruding above parapet wall shall be screened from view with wood screen." This screening was installed, but has partially fallen down.
3. Condition B. 5. of the 12-19-74 approval requires "an enclosure constructed of materials compatible with the main structure and screened from view." There are fifteen unscreened dumpsters behind the southern building and five behind the northern building. (See enclosed site plan).

Recent Problems

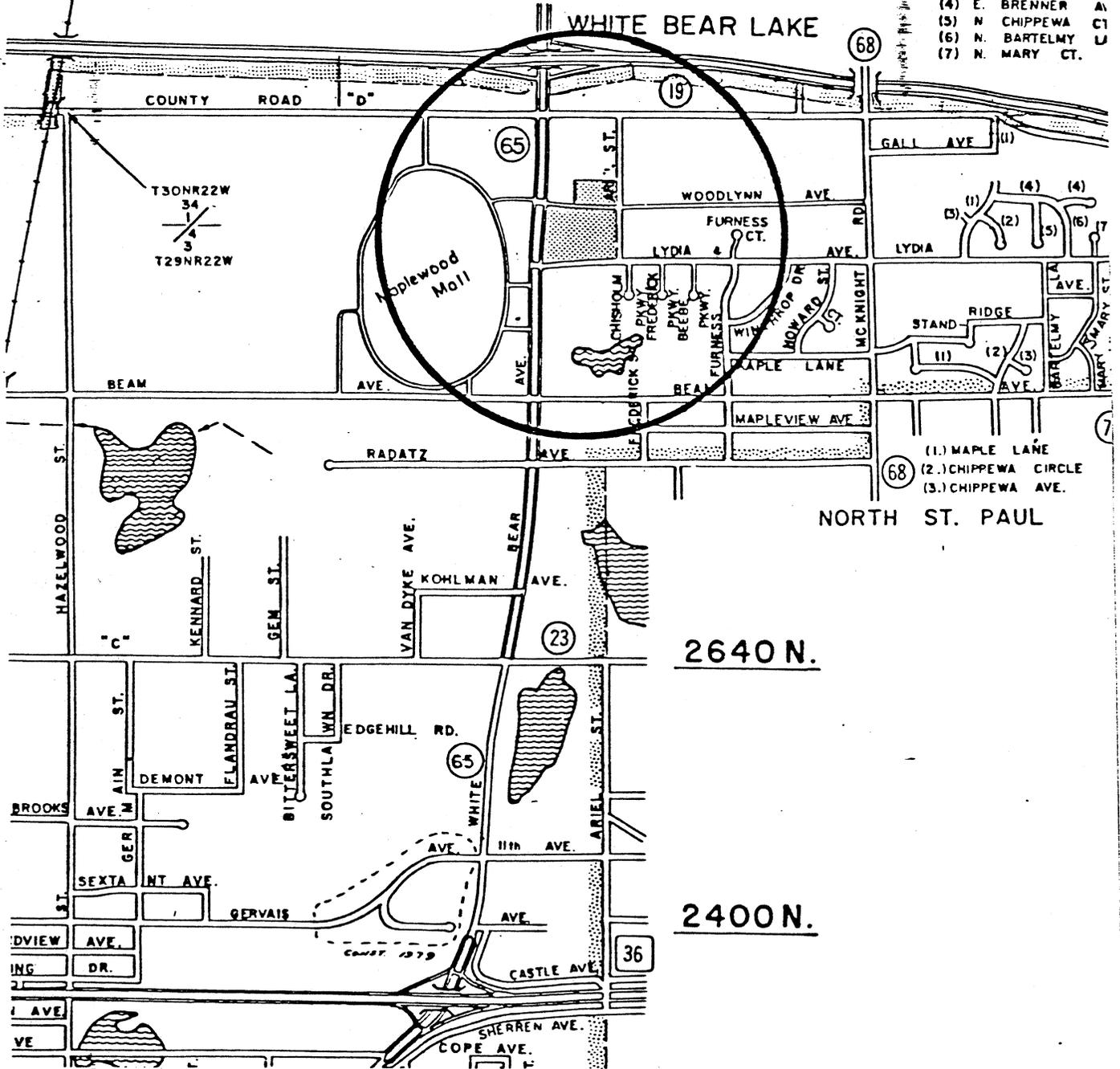
1. The Building Official has noted that the rear emergency exit to the Larkin Dance Studio on the east side of the southerly building, is obstructed by an asphalt curb built around the door. The purpose of this curb is to keep parking lot run-off from collecting in front of the door. This curbing must be removed, since it can cause tripping, especially in an emergency evacuation from the studio.
2. Another problem at the Plaza 3000 is the decaying remnants of food waste which squeeze out from the Jerry's Foods trash compactor. This is an on-going problem that is a visual and smelly problem. The only solution is a regular and frequent clean up.

jc

Enclosures:

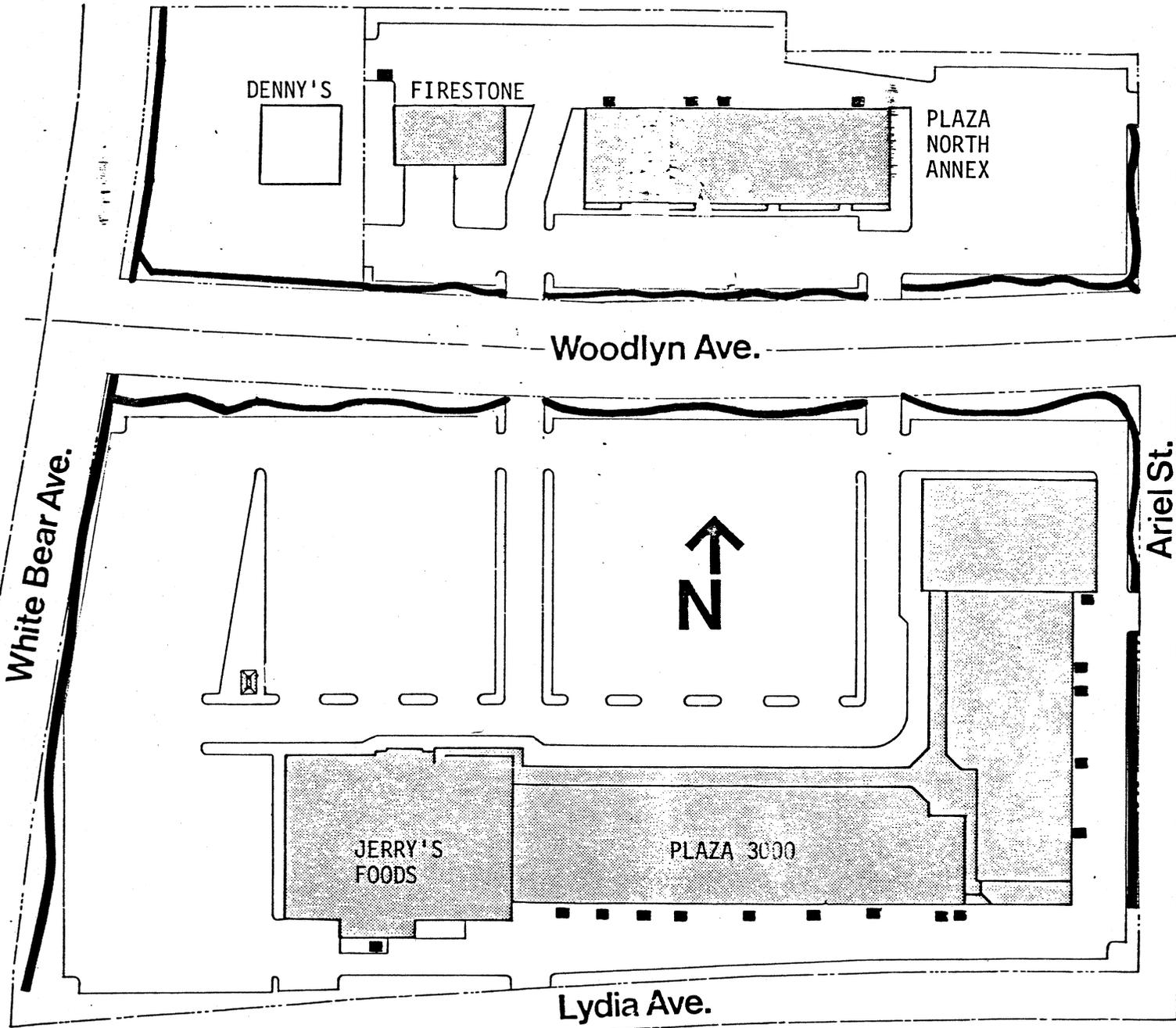
1. Location Map
2. Site Plan
3. Council Minutes: 12-19-74
4. Letter from John Waters

- (1) N. WELER CT.
- (3) BRENNWOOD CURV
- (4) E. BRENNER A
- (5) N. CHIPPEWA CT
- (6) N. BARTELMY U
- (7) N. MARY CT.



LOCATION MAP





- UNSCREENED TRASH DUMPSTERS
- EXISTING SIDEWALKS

SITE PLAN



c. Maplewood Plaza - White Bear Avenue and Woodlyn Avenue

1. Manager Miller presented the staff report and staff recommendations.
2. Chairman Spencer Arndt presented the following Community Design Review Board recommendations:

"Board Member Howard moved that the Board recommend to the City Council that the proposal for Maplewood Plaza - White Bear Avenue and Woodlyn be approved as it is found to be in conformance with the Community Design Review Board Ordinance subject to the following conditions:

I. Southerly Site

A. "L" shaped building

1. South and east exterior building elevations between Jerry's and Minnesota Fabrics shall be withheld from approval. Plans shall be restudied by applicant with the intent of relieving the monotony of the long elevation and resubmitted for Board approval;

12/19/74

2. Stucco fascia on all sides of the building shall have vertical scoring on all consistent module in a proportion of building height.

3. Roof mounted equipment protruding above parapet wall shall be screened from view with wood screen.

4. Color, building materials, design and related architectural elements as shown on submitted plans or as modified by conditions shall not be changed in any manner without review and approval by the City Council. Any changes made contrary to the above may result in revocation of the building/site plan and/or occupancy permits

5. Entrance and window frames shall be bronze tone aluminum

B. Site

1. Revised berm and sidewalk plan is approved as presented at the November 26, 1974 Board meeting in lieu of perimeter sidewalk plan shown on Sheet L2 of 3, dated 11-12-74, of the plans submitted.

2. All sidewalks shall be 6 feet wide

3. All entrance drives shall be minimum of 32 feet wide at property line

4. Lighting is approved as submitted with the following conditions:

a. Wall lights mounted on south and east elevation shall not cause glare beyond property line.

b. Lights to be extinguished after business hours except for security lighting.

c. The City shall retain the right to review and modify, subsequent to completion of the building, any exterior lighting which causes any undue glare an/or reflection.

5. All trash shall be stored inside unless prohibited by Code or Fire Marshal in which case trash shall be stored in an enclosure constructed of materials compatible with the main structure and screened from view.

C. Signs

1. Sign for Minnesota Fabrics shall be placed on west elevation masonry wall (not on fascia) as shown on Sheet 4B, dated 10-25-74, of plans submitted. Color shall be approved by staff.

2. Jerry's signs are approved as shown on north and west elevations Sheets 4b and 5, dated 10-25-74, of the plans submitted.

3. Tenant signs are approved per sign criteria submitted and amended as follows:

- a. Section B, paragraph 4, add non-luminous plastic background panels
- b. Section C, paragraph 6, is deleted.
4. 25 foot high free standing project sign is approved as shown on Sheet 14, dated 10-25-74, and site plan 12 of 3, dated 11-12-74, of plans submitted.

II. Northerly Site

A. 50 foot by 90 foot Firestone Building

1. Color, building materials, design and related architectural elements as shown on submitted plans or as modified by conditions shall not be changed in any manner without review and approval by the City Council. Any changes made contrary to the above may result in revocation of the building/site plan and/or occupancy permits.
2. Roof mounted equipment protruding above parapet wall shall be screened from view with wood screen.
3. Stucco fascia on south elevation shall have vertical scoring on a consistent module in proportion to building height.

B. 75 foot by 255 foot retail building.

1. South elevation to be withheld from approval. Plans shall be restudied with the intent of relieving the monotony of the long elevation and resubmitted for Board approval.
2. Roof mounted equipment protruding above parapet wall shall be screened from view with wood screen.
3. Color, building materials, design and related architectural elements as shown on submitted plans or as modified by conditions shall not be changed in any manner without review and approval by the City Council. Any changes made contrary to the above may result in revocation of the building/site plan and/or occupancy permits.

C. 70 foot by 130 foot building(westerly) not submitted shall be architecturally compatible with other buildings on northerly site and will be submitted for Board approval.

D. Site

1. Revised berm and sidewalk plan is approved as presented at the November 26, 1974 Board meeting in lieu of perimeter sidewalk plan shown on the plan sheet 1, dated 10-25-74, of the plans submitted.
2. All sidewalks shall be 6 feet wide.
3. All entrance drives shall be a minimum of 32 feet wide at property line

4. Lighting plan shall be submitted for Board approval. The City shall retain the right to review and modify, subsequent to completion of the building, any exterior lighting which causes any undue glare and/or reflection.

5. All trash shall be stored inside unless prohibited by Code or Fire Marshal in which case trash shall be stored in an enclosure constructed of materials compatible with the main structure.

6. Perimeter landscaping along White Bear Avenue and westerly end of Woodlyn shall be installed at the same time as landscaping adjacent to Firestone and Retail buildings.

7. Landscaping similar to that along Ariel, on Sheet L1 of 3, dated 11-12-74 of the plans submitted, shall be provided on the northerly property line behind the retail and Firestone buildings.

E. Signs.

1. Signs on the north and south elevations of the 50' by 90' Firestone building shall be approved as shown on Sheet 9, dated 10-25-74 of the plans submitted.

2. The 24' high free standing Firestone sign, shown on Sheet 15 and site plan sheet 1, dated 10-25-74, is not approved. This sign is not consistent with signing proposed and approved for the remainder of the project in both shape and method of illumination.

3. The free standing sign pylon for the 75' by 255' retail building, shown on the site plan sheet 1, dated 10-25-74, of the plans submitted, is not approved.

4. Tenant signs for the 75' by 255' retail building are approved per the sign criteria submitted and amended as follows:

A. Section B, paragraph 4, add non-luminous plastic background panels.

b. Section C paragraph 6, is deleted.

c. Section D, paragraph b, is not approved.

III. General Conditions

A. Temporary signs are approved as shown on sheet 14, dated 10-25-74, of the plans submitted. The firestone service center sign is not approved.

B. If property is developed before completion of new interceptor sewer, sewage storage capacity must be provided on site for pumping effluent to the existing sewer on off-peak hours

C. The applicant shall agree to the above conditions in writing."

3. Mr. Bob Cope, representing Inland Construction and Mr. Willis A. Richards, architect, Douglas Moe Associates, spoke on behalf of the proposal.

4. Councilman Wiegert moved to approve building-site plans for Maplewood Plaza, White Bear Avenue and Woodllyn Avenue, subject to the Community Design Review Board recommendations as amended:

B-2 and D-2 - Sidewalks on White Bear Avenue to be 6 feet wide; all others 5 feet wide; delete conditions D-6 and request the developers to return to the southern elevation of the southern building and the southern elevation of the northern building.

Seconded by Councilman Anderson.

Ayes - all.

JOHN J. WATERS

ATTORNEY AT LAW

8120 PENN AVENUE SOUTH
MINNEAPOLIS, MINNESOTA 55431
(612) 884-5231

July 8, 1982.

City of Maplewood
1902 East County Road B
Maplewood, MN. 55109

Attention: Thomas Ekstrand,
Associate Planner.

Re: Plaza 3,000.

Dear Sir:

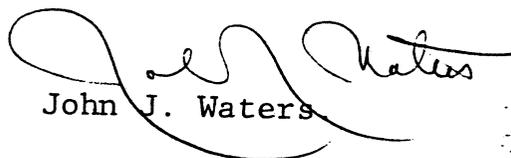
Jean Murdock of Major Financial Corporation has re-referred your letter of June 30, 1982, to me for reply. First of all, my client is concerned by the reference in your letter to a City Council Meeting that was held on December 19, 1982. If you intended this to be December 19, 1981, we were not advised of any Hearing that was held on that date. If there was such a meeting perhaps you could furnish me with a copy of the Notice and the Minutes of the Meeting.

Also, we have reviewed the Minutes of what appears to be a City Council Meeting of December 19, 1974. We are encountering some difficulty in obtaining the Plans referred to in the Minutes as the Corporation that built the project is no longer viable. If you have a copy of any of the Plans, we would appreciate getting one so that we can look at them as well. It would seem, however, at the outset, that any unfulfilled requirements the City had in 1974 have been waived.

My client informs me that the roof-mounted equipment has been screened.

I shall wait to hear from you on the other item.

Sincerely,


John J. Waters

JJW:mrm

cc: Jean Murdock

JUL 9 1982

MEMORANDUM

F-4

TO: City Manager
FROM: Associate Planner--Johnson
SUBJECT: HRA Housing Proposal
DATE: August 11, 1982

Action by Council:
Enforced _____
Modified _____
Rejected _____
Date _____

Request

Council attendance at the HRA's September 2 meeting (7:30 p.m. at the City Hall, Council Chambers-Jury Room).

Background

On August 9, Council authorized the further consideration of sites three, four and six (enclosed map) for the possible development of a seniors' residence. The developer of each site has been requested to submit a site plan, financial data, and a program narrative by August 27.

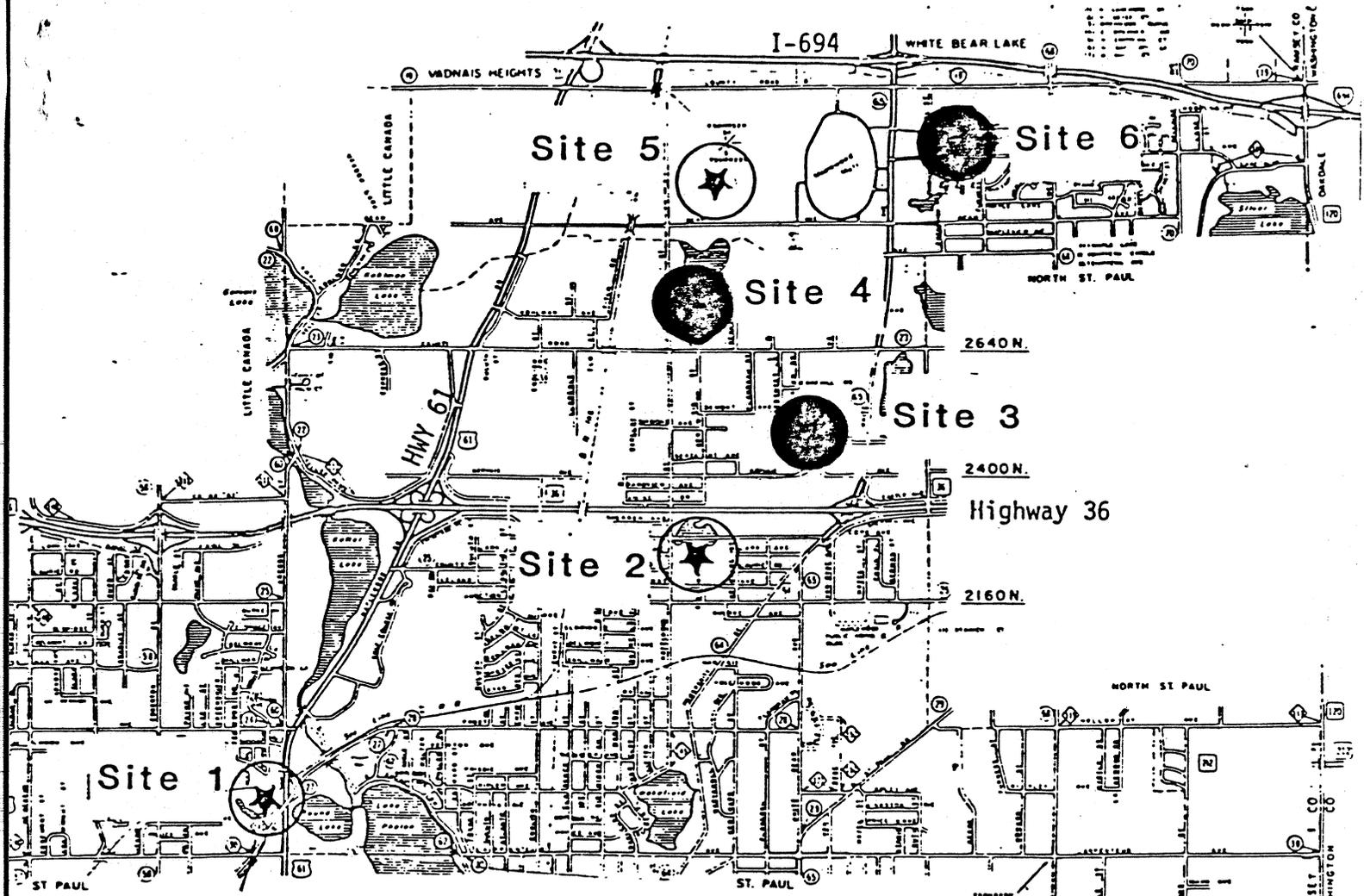
The HRA has chosen September 2 to interview each developer regarding his proposal. Council participation in these interviews is requested by the HRA.

The September 2 meeting would provide the Council with valuable background for the September 13 decision of whether to proceed with the seniors' residence and first-time home buyer proposals.

Recommendation

Council attendance at the Housing and Redevelopment Authority's September 2 meeting.

jw
enclosure



CITY OF MAPLEWOOD



SITES BEING CONSIDERED FOR A CONDOMINIUM
FOR SENIOR CITIZENS (initially)

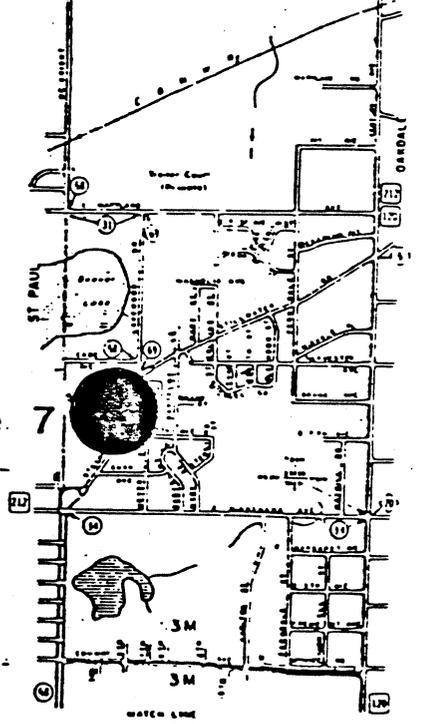


SITES RECOMMENDED FOR FURTHER CONSIDERATION
BY THE HRA ON 7-28-82

SITE
3
4
6
7

DEVELOPER
Woodmark, Inc.
Health Resources, Inc./Ebenezer Society
Bor-Son
P.J. Gaughan (Withdrew 8-9-82)

Site 7



I-5

August 5, 1982

Action by Council:

Endorsed _____

Modified _____

Rejected _____

Date _____

Mr. Barry Evans
Maplewood City Manager
Maplewood Council
1380 Frost Avenue
Maplewood, MN 55109

Dear Mr. Evans:

As was suggested by you in our phone conversation of August 2, 1982, I am writing a letter of protest concerning the installation of "no parking" signs on Larpenteur Avenue in front of our house during the week of July 26, 1982.

In 1968, when Larpenteur Avenue was improved, utilities and storm sewers installed, and widened to it's present width, we were assured by both the Maplewood Council and the Ramsey County Engineering Department that because the street was widened more on the Maplewood side than the St. Paul side, we would always be allowed to park on the Maplewood side of Larpenteur.

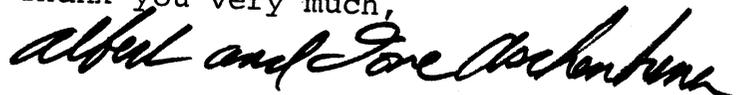
Because the street was widened to that extent, our driveway, as a result ended up being extremely steep. In the winter when icy conditions prevail, it is sometimes impossible to get up our driveway, and so have to park on the street until the driveway can be shoveled, salted etc.

Maplewood has a city ordinance which prohibits overnight parking on it's streets, making it impossible to park overnight on our side street (Kennard) without getting a parking ticket. Ramsy County, on the other hand, has no such ordinance according to Wayne Janitschke of the Ramsey County Engineering Department, and allows overnight parking on it's streets, and up until now we have taken advantage of this if necessary.

We would like to request that the Maplewood Council take action to have the signs removed, as it was the Maplewood Council that in 1967 or 1968 that guaranteed that "no parking" signs would not be installed on our side of the street.

The street was not designed to be a four-lane road, and to try to make it one now would, in my opinion, make more of a traffic problem, not to mention pedestrians and bicyclers.

Thank you very much,



Albert and Ione Aschenbrener
1673 East Larpenteur
Maplewood, MN 55109
777-5850