

AGENDA

Maplewood City Council
7:00 P.M., Monday, December 23, 1985
Municipal Administration Building
Meeting 85-29

(A) CALL TO ORDER

(B) ROLL CALL

(C) APPROVAL OF MINUTES

1. Meeting 85-27, December 9, 1985

(D) APPROVAL OF AGENDA

(E) CONSENT AGENDA

1. Accounts Payable
2. Transfers to Close Improvement Projects
3. City Subsidy for McClelland Street Water
4. Time Extension: 1780 Ruth Street
5. Proposed 1986 Fire Department Dispatching Service Charge
6. IRB Final Approval - Western State Bank
7. IRB Final Approval - Edina Realty
8. Budget Change for PAC Funds
9. Donation to City in Lieu of Taxes

(F) PUBLIC HEARINGS

1. 7:00 P.M. - Code Amendment: CNG & LPG Facilities (2nd Reading)(4 Votes)_____
2. 7:10 P.M. - Code Amendment: Planning Fees (2nd Reading)_____
3. 7:20 P.M. - Street & Alley Vacation: Price Street_____

(G) AWARD OF BIDS

(H) UNFINISHED BUSINESS

1. Budget Change - LOGIS_____
2. Tax-Exempt Financing Final Approval - Silver Ridge Apts._____
3. Alarm System Fees_____
4. City Council Rules of Procedure_____
5. City Manager Contract_____

(I) NEW BUSINESS

1. Tax-Exempt Financing Final Approval:
 - a. Beaver Creek Apartments _____
 - b. Century Ridge Apartments _____
 - c. Hazel Ridge Seniors Apartments _____
2. Park Availability Charge: Commercial-Industrial _____
3. Refinancing St. John's Hospital IRB _____
4. Valley Branch Watershed District _____

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(J) VISITOR PRESENTATION

MINUTES OF MAPLEWOOD CITY COUNCIL
7:00 P.M., Monday, December 09, 1985
Council Chambers, Municipal Building
Meeting No. 85-27

A. CALL TO ORDER

A regular meeting of the City Council 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
MaryLee Maida, Councilmember	Present
Charlotte Wasiluk, Councilmember	Present

C. APPROVAL OF MINUTES

1. Meeting No. 85-26 (November 25, 1985)

Mayor Greavu moved to approve the Minutes of Meeting No. 85-26 (November 25, 1985) as submitted.

Seconded by Councilmember Wasiluk. Ayes - all.

D. APPROVAL OF AGENDA

Mayor Greavu moved to approve the agenda as amended:

1. Procedures of Commission Appointments
2. Insurance Coverage
3. Used Car Lots
4. Recycling
5. Alarm System Charges

Seconded by Councilmember Bastian. Ayes - all.

E. CONSENT AGENDA

Council removed Item E-3 to become Item I-6.
Council tabled Item E-4 to the Meeting of December 23, 1985.
Council removed Item E-8 to become Item I-5.
Council removed Item E-9 for separate vote.

Councilmember Bastian moved, seconded by Councilmember Anderson, Ayes - all, to approve the Consent Agenda Items 1, 2, 5, 6, 7, 10 and 11 as recommended.

1. Accounts Payable

Approved the accounts (Part I - Fees, Services, Expenses, Check register dated November 25, 1985, through November 27, 1985 - \$773,246.38: Part II, Payroll dated November 29, 1985, gross amount - \$125,541.42) in the amount of \$898,787.80 as submitted.

2. Interfund Transfers for Unassessed Utility Improvements.

The following transfers were approved:

	<u>FROM</u>	<u>TO</u>
		Special Assessment Fund:
\$ 78,100	W.A.C. Fund	1973 Bonds (#22)
71,700	Hydrant Fund	1977 Bonds (#25)
6,010	Hydrant Fund	1979 Bonds (#27)
2,050	Sewer Fund	1979 Bonds (#27)
<u>\$157,860</u>	TOTAL	

3. Increases on License and Permit Fees and Service Charges

Discussed under Item I-6.

4. Budget Change - L.O.G.I.S.

Tabled to the Meeting of December 23, 1985.

5. Transfer to Close Project 80-5.

Approved the transfer of the remaining balance in Project 80-5 to the Street Construction State Aid Fund.

6. Public Safety Dispatcher

Approved the hiring of Scott Boyer as a probationary Public Safety Dispatcher effective January 6, 1986.

7. Final Plat: Cave's Cope Avenue Addition

Approved the final plat of Cave's Cope Avenue Addition for four single and two double dwelling lots on south side of Cope Avenue, east of 1308 Cope.

8. Final Approval: Tax Exempt Financing - Silver Ridge Apartments

Discussed under Item I-5.

9. Budget Transfer: Lift Stations 6 and 8

Discussed after Item E-11.

10. Temporary Mobile Home Permit Time Extension

Approved a 90-day time extension to use a mobile home as a temporary residence at 1918 Kennard Street, with the option for renewal if needed, while the property owners' fire damaged dwelling is being reconstructed.

11. Final Plat: Crestview 3rd Addition

Approved the Crestview 3rd Addition final plat.

9. Budget Transfer: Lift Stations 6 and 8

Mayor Greavu moved to approve the transfer of \$40,120.00 to the capitol outlay budget (90-4680-50) from the sanitary sewer fund unreserved retained earnings to cover higher costs associated with the lift stations 6 and 8 renovation.

Seconded by Councilmember Maida.

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

Nay - Councilmember Bastian.

F. PUBLIC HEARINGS

1. 7:00 P.M., Rezoning : County Road D, East of White Bear Avenue (4 Votes)
 - a. Mayor Greavu convened the meeting for a public hearing regarding the request for a zone change on the property on the south side of County Road D east of 1990 E. County Road D.
 - b. Director of Community Development presented the Staff report.
 - c. Commissioner Lorraine Fischer presented the Planning Commission recommendation.
 - d. Mr. Clyde Fish, one of the developers, spoke on behalf of the proposal.
 - e. Mayor Greavu called for proponents. None were heard.
 - f. Mayor Greavu called for opponents. None were heard.
 - g. Mayor Greavu closed the public hearing.
 - h. Councilmember Anderson introduced the following resolution and moved its adoption:

85 - 12 - 190

WHEREAS, the City of Maplewood initiated a rezoning from F, farm residential to SC, shopping center for the following-described property:

1. Unplatted lands: The south 100+ feet of the North 714.15 feet of the West 90.31 feet of the Northeast Quarter of Section 2, Township 29, Range 22;
2. Unplatted lands: The South 33.18 feet of the North 724.51 feet of the East 206 feet of the West 296.31 feet of the Northeast Quarter of Section 2, Township 29, Range 22, subject to road;
3. Unplatted lands: The South 100 feet of the East 178.13 feet of the North ten acres of the East 20 acres of the North Half of the Northwest Quarter of Section 2, Township 29, Range 22 in Ramsey County;

This property is also known as the Plaza 3000 north annex, Maplewood;

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

1. This rezoning was initiated by the City of Maplewood, pursuant to Chapter 36, Article VII of the Maplewood Code of Ordinances.
2. This rezoning was reviewed by the Maplewood Planning Commission on November 4, 1985. The Planning Commission recommended to the City Council that said rezoning be approved.
3. The Maplewood City Council held a public hearing on December 9, 1985, to consider this rezoning. Notice thereof was published and mailed pursuant to law. All persons present at said hearing were given an opportunity to be heard and present written statements. The Council also considered reports and recommendations of the City Staff and Planning Commission.

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

1. The proposed change is consistent with the spirit, purpose and intent of the zoning code.
2. The proposed change will not substantially injure or detract from the use of neighboring property or from the character of the neighborhood, and that the use of the property adjacent to the area included in the proposed change or plan is adequately safeguarded.
3. The proposed change will serve the best interests and conveniences of the community, where applicable, and the public welfare.
4. The proposed change would have no negative effect upon the logical, efficient, and economical extension of public services and facilities, such as public water, sewers, police and fire protection and schools.
5. The proposed change would give properties that are presently developed commercially the proper commercial zoning classification.

Seconded by Councilmember Bastian.

Ayes - all.

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

85 - 12 - 191

WHEREAS, Clyde Fish, Eldon Morrison and Eugene Wilson initiated a rezoning from F, farm residential to BC, business commercial for the following-described property:

1. Property legally described as: Commencing at the intersections of the North line of the Northwest Quarter of Section 2, Township 29, Range 22 and the North-South half line of Section 2, Township 29, Range 22, thence southerly at a distance of thirty-three feet (33') to the beginning; thence westerly along the South line of County Road D, a distance of two hundred seventeen and two

hundredths feet (217.02); thence southerly a distance of six hundred fifteen and fifteen hundredths feet (615.15') to the N 89 degrees 32' 02" W line and then easterly along the N 89 degrees 32' 02" W line a distance of two hundred twenty-one feet (221.00') to the North-South half line of Section 2, thence North a distance of six hundred fifteen and fifteen hundredths feet (615.15') to the beginning point.

Subject to easements in favor of Northern States Power Company and American Oil Company.

2. Property legally described as: Commencing at the intersection of the North line of the Northwest Quarter of Section 2, Township 29, Range 22 and the North-South half line of Section 2, Township 29, Range 22, thence southerly, a distance of 33 feet to the point of beginning; thence easterly along the southern line of County Road D a distance of ninety and thirty-one hundredths feet (90.31') thence southerly along a line parallel to the North-South half line of Section 2, a distance of six hundred fifteen and fifteen hundredths feet (615.15'); thence westerly along the N 89 degrees 36' 05" W line, a distance of ninety and thirty-one hundredths feet (90.31'); thence southerly along a line parallel to the North-South half line of Section 2, a distance of six hundred fifteen and fifteen hundredths feet (615.15'); thence westerly along the N 89 degrees 36' 05" W line, a distance of ninety and thirty-one hundredths feet (90.31'); thence northerly along the North-South half line of Section 2, to the point of beginning.

Subject to easements in favor of Northern States Power Company and American Oil Company.

WHEREAS, the City of Maplewood initiated a rezoning from F, farm residential and SC, shopping center to BC, business commercial for the following described property:

1. Unplatted lands: The South 100+ feet of the North 10 acres of the East twenty acres of the North Half of the Northwest Quarter east of White Bear Avenue, except the East 360 feet; the South 10 acres of the East 20 acres of the North Half of the Northwest Quarter lying north of the North line of Woodlynn Avenue and East of White Bear Avenue, except the East 360 feet, in Ramsey County, Section 2, Township 29, Range 22.
2. That part of the following-described parcel lying easterly of the westerly 379.35 feet thereof: That part of the North 10 acres of the East 20 acres of the North Half of the Northwest Quarter of Section 2, Township 29, Range 22, Ramsey County, Minnesota, described as follows: Beginning at the intersection of the Easterly right-of-way line of White Bear Avenue and the North line of the South 100 feet of said North 10 acres; thence easterly along said North line of the South 100 feet, a distance of 309.40 feet; thence

northerly at a right angle, 155.94 feet to a point on a line parallel with and distant 493.50 feet south of the North line of the Northwest Quarter of said Section 2, thence westerly along said parallel line to the easterly right-of-way line of White Bear Avenue; thence southerly along said right-of-way line to the point of beginning.

3. Unplatted lands: The west 181.87 feet of the East 360 feet of the South 100 feet of the North 10 acres of the East 20 acres of the North Half of the Northwest Quarter; and the West 181.87 feet of the East 360 feet of the South 10 acres of the East 20 acres of that part north of the North line of Woodlynn Avenue in said half-quarter (subject to road and easements) in Ramsey County, Section 2, Township 29, Range 22.

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

1. This rezoning was initiated by Clyde Fish, Eldon Morrison and Eugene Wilson, pursuant to Chapter 36, Article VII of the Maplewood Code of Ordinances.
2. This rezoning was reviewed by the Maplewood Planning Commission on November 4, 1985. The Planning Commission recommended to the City Council that said rezoning be approved.
3. The Maplewood City Council held a public hearing on December 9, 1985, to consider this rezoning. Notice thereof was published and mailed pursuant to law. All persons present at said hearing were given an opportunity to be heard and present written statements. The Council also considered reports and recommendations of the City Staff and Planning Commission.

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

1. The proposed change is consistent with the spirit, purpose and intent of the zoning code.
2. The proposed change will not substantially injure or detract from the use of neighboring property or from the character of the neighborhood, and that the use of the property adjacent to the area included in the proposed change or plan is adequately safeguarded.
3. The proposed change will serve the best interests and conveniences of the community, where applicable, and the public welfare.
4. The proposed change would have no negative effect upon the logical, efficient, and economical extension of public services and facilities, such as public water, sewers, police and fire protection and schools.
5. The proposed change would give properties that are presently developed commercially the proper commercial zoning classification and would eliminate multiple zoning classifications on some of these sites.

Seconded by Councilmember Bastian.

Ayes - all.

2. 7:10 P.M., Conditional Use Permit : County Road C (Northwestern Bell)

- a. Mayor Greavu convened the meeting for a public hearing regarding the request of Northwest Bell for approval of a conditional use permit to construct a telephone equipment building on the south side of County Road C east of Keller Parkway.
- b. Director of Community Development Olson presented the Staff report.
- c. Board Member George Rossbach presented the Community Design Review Board recommendation.
- d. Mr. Robert Dokken, representing Northwestern Bell, spoke on behalf of the proposal.
- e. Mayor Greavu called for proponents. None were heard.
- f. Mayor Greavu called for opponents. None were heard.
- g. Mayor Greavu closed the public hearing.
- h. Councilmember Maida introduced the following resolution and moved its adoption:

85 - 12 - 192

WHEREAS, Northwestern Bell Telephone Company initiated a conditional use permit to construct a 16 by 17 foot equipment building at the following-described property:

The East 40 feet of the North 100 feet of Lot 4, Block 1, Gonzales Addition.

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

1. This conditional use permit was initiated by Northwestern Bell, pursuant to the Maplewood Code of Ordinances.
2. This conditional use permit was reviewed by the Maplewood Planning Commission on October 21, 1985. The Planning Commission recommended to the City Council that said permit be approved.
3. The Maplewood City Council held a public hearing on December 9, 1985. Notice thereof was published and mailed pursuant to law. All persons present at said hearing were given an opportunity to be heard and present written statements. The Council also considered reports and recommendations of the City Staff and Planning Commission.

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

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

Approval is subject to the following conditions:

1. Adherence to the site plan, dated September 30, 1985, unless a change is approved by the City's Community Design Review Board.
2. The applicant, or the property owner, shall apply for and obtain approval of the splitting and recombination of the lots in the Gonzales Addition to create this site.

Seconded by Councilmember Bastian.

Ayes - all.

3. 7:20 P.M., Conditional Use Permit - 2280 Stillwater Road
 - a. Mayor Greavu convened the meeting for a public hearing regarding the request of Mrs. Virginia Jensen for a conditional use permit to operate a preschool at Beaver Lake Church, 2280 Stillwater Avenue.
 - b. Director of Community Development Olson presented the Staff report.
 - c. Commissioner Lorraine Fischer presented the Planning Commission recommendation.

- d. Mrs. Virginia Jensen, Director of Beaver Lake Preschool, spoke on behalf of the proposal.
- e. Mayor Greavu called for proponents. None were heard.
- f. Mayor Greavu called for opponents. None were heard.
- g. Mayor Greavu closed the public hearing.
- h. Councilmember Anderson introduced the following resolution and moved its adoption:

85 - 12 - 193

WHEREAS, Beaver Lake Church initiated a conditional use permit to operate a preschool program at the following-described property:

Parcel A, Registered Land Survey No. 21 together with Parcel A
Registered Land Survey No. 137

This property is also known as 2280 Stillwater Avenue, Maplewood;

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

1. This conditional use permit was initiated by Beaver Lake Church, pursuant to the Maplewood Code of Ordinances.
2. This conditional use permit was reviewed by the Maplewood Planning Commission on November 18, 1985. The Planning Commission recommended to the City Council that said permit be approved.
3. The Maplewood City Council held a public hearing on December 9, 1985. Notice thereof was published and mailed pursuant to law. All persons present at said hearing were given an opportunity to be heard and present written statements. The Council also considered reports and recommendations of the City Staff and Planning Commission.

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

1. The use is in conformity with the City's Comprehensive Plan and with the purpose and standards of this chapter.
2. This conditional use permit was reviewed by the Maplewood Planning Commission on November 18, 1985. The Planning Commission recommended to the City Council that said permit be approved.
3. The Maplewood City Council held a public hearing on December 9, 1985. Notice thereof was published and mailed pursuant to law. All persons present at said hearing were given an opportunity to be heard and present written statements. The Council also considered reports and recommendations of the City Staff and Planning Commission.

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

Seconded by Councilmember Wasiluk. Ayes - all.

i. Councilmember Anderson moved to authorize Beaver Lake Lutheran Church to offer a preschool program for one year, consisting of two sessions of twenty children each and if no unresolved nuisance conditions exist at the end of the year, Council may renew the permit.

Seconded by Councilmember Wasiluk. Ayes - all.

4. 7:30 P.M., Code Amendment : Smaller Single Dwelling Lots (2nd Reading) (4 Votes)
 - a. Mayor Greavu convened the meeting for a public hearing regarding amending the zoning code for small lot single dwelling properties to: a. Reduce the minimum lot width requirement, and b. Increase the minimum side yard area for each lot.
 - b. Director of Community Development Olson presented the Staff report.
 - c. Commissioner Lorraine Fischer presented the Planning Commission recommendation.
 - 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 ordinance and moved its adoption:

ORDINANCE NO. 586

AN ORDINANCE REGARDING MINIMUM LOT WIDTHS
FOR SMALL-LOT, SINGLE DWELLINGS

Section 1. Sec. 36-88 (c) is amended to read as follows:

(c) The minimum lot width in an R-2, residence district for:

- (1) Single dwellings shall be sixty (60) feet for interior lots and eight-five feet (85) feet for corner lots.
- (2) Double dwellings shall be eighty-five (85) feet for interior lots and one hundred (100) feet for corner lots.

Section 2. Section 36-90. Side yards is amended to read as follows:

Each lot in an R-2 residence district shall have two (2) side yards, one on each side of the building. Every single and double dwelling shall have a side yard width of not less than five (5) feet. For every single dwelling, with less than seventy-five (75) feet of lot width, the total of both side yards shall be at least fifteen (15) feet.

The foregoing requirements for side yards shall be subject to the following modifications:

1. On a corner lot, the side yard on the street side of such corner lot shall have a width of not less than thirty (30) feet.
2. A church or public, parochial or private school shall have a side yard of not less than fifty (50) feet on each side adjoining other property.
3. When two (2) or more adjoining lots are used as a single building site, the side yard requirements shall apply only to the outside lot lines.

Section 3. Sec. 36-6 Definitions is amended to add the following language:

Lot Width: The distance at the building line between side property lines for interior lots and between a side property line and the opposite street right-of-way for corner lots.

Section 4. This ordinance shall take effect upon its passage and publication.

Passed by the Maplewood City Council
on December 9, 1985.

Attest:

Mayor

City Clerk

Seconded by Councilmember Anderson.

Ayes - all

5. 7:40 P.M., P.U.D. Street and Alley Vacation and Preliminary Plat : Cave's English Street Addition

- a. Mayor Greavu convened the meeting for a public hearing regarding the request of Ed Cave and Sons, Inc., for (1) approval of a conditional use permit for a planned unit development of 23 single dwelling lots, including eight interior lots with less than 75 feet of width and a corner lot with less than 100 feet of width; (2) vacate existing alley and street rights of way; and (3) approve a preliminary plat.
- b. Director of Community Development Olson presented the Staff report.
- c. Commissioner Lorraine Fischer presented the Planning Commission recommendation.
- d. Mr. Sam Cave, Ed Cave and Sons, Inc., spoke on behalf of the proposal.
- e. Mayor Greavu called for proponents. None were heard.
- f. Mayor Greavu called for opponents. None were heard.
- g. Mayor Greavu closed the public hearing.
- h. Councilmember Anderson moved to approve the Cave's English Street Addition preliminary plat subject to:

1. Council approval of the planned unit development by the same name.
2. Submission of final grading, drainage and utility plans to the City Engineer. These plans shall be accompanied by the storm water ponding design calculations. The easement shall allow for one foot of elevation above the 100-year ponding elevation.
3. If the ponding easement must be increased in area, all of the lots abutting it shall have at least 7500-square feet of area, outside of the easement.
4. Submission of a signed developer's agreement, with the required surety, to the City Engineer for all required public street, ponding and utility improvements.
5. Submission of a recordable quit-claim deed to the City Engineer prior to requesting final plat approval to convey a 30-foot wide storm sewer easement to the City, centered on the west line of proposed Lot One of Cave's Cope Avenue Addition, between Cope Avenue and the north line of this plat. If this easement is shown on the Cave's Cope Avenue Addition and the final plat is recorded before final plat approval is requested for this proposal, a quit-claim deed will not be necessary.
6. Revise the proposed utility easement over Lots Twelve, Thirteen and Twenty-three to a 30-foot wide easement, centered on the proposed water main. The water main shall be constructed on a straight line between the tie-in in English Street and its connection with the proposed main in McAfee Circle.
7. Submission of signed agreements with Northern States Power and Bell

Telephone prior to final plat approval.

8. Recording the underlying street and alley vacations before the final plat is recorded.

Seconded by Councilmember Maida.

Ayes - all.

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

85 - 12 - 194

WHEREAS, Ed Cave and Sons, Inc., initiated a conditional use permit for a planned unit development of small-lot single dwelling lots, including interior and corner lot-width variances, at the following described property:

Lots 21 and 33 inclusive, Block 4, Sabin Addition to Gladstone and adjoining vacated alley and street rights-of-way, lying south of the following described line: Commencing at the Northeast corner of Lot 1, Block 4, thence south 28 deg. 35 min. west along the East line of said Lot 1 and its southerly extension 163.92 feet to the point of beginning of the line to be described; thence north 84 deg. 44 min. west 310.04 feet; thence north 89 deg. 52 min. west 225 feet to the West line of Lot 14, Block 4, and there terminating and

All of Block 5, and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and Lot 27 all in Block 12, also all of Lots 10, 11, 12, 24, 25, and 26, except that part lying south of County Road, established by the Board of County Commissioners of Ramsey County, Minnesota, in 125 Misc. 448, Block 12, Sabin Addition to Ramsey County, Minnesota, and the adjoining vacated streets and alleys;

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

1. This conditional use permit was initiated by Ed Cave and Sons, Inc., pursuant to the Maplewood Code of Ordinances.
2. This conditional use permit was reviewed by the Maplewood Planning Commission on November 18, 1985. The Planning Commission recommended to the City Council that said permit be approved.
3. The Maplewood City Council held a public hearing on December 9, 1985. Notice thereof was published and mailed pursuant to law. All persons present at said hearing were given an opportunity to be heard and present written statements. The Council also considered reports and recommendations of the City Staff and Planning Commission.

WHEREAS, the variances requested in conjunction with this planned unit development are:

1. An interior lot width variance of 15 feet. Section 36-88 (c) requires a minimum lot width for interior 7500 square foot lots of 75 feet. Sixty feet is proposed.

2. A corner lot width variance of 15 feet. Section 36-88 (c) requires a minimum corner lot width for 7500 square foot lots of 100 feet. Eight-five feet is proposed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAPLEWOOD CITY COUNCIL that the above-described conditional use permit and variances be granted for Cave's English Street planned unit development, subject to the following conditions:

1. Compliance with the preliminary plat dated November 7, 1985, as required to be amended by Council.
2. The structure setbacks shall be as required in the R-2 double dwelling district. In addition, at least 15 feet of said yard area per lot shall be provided for all interior lots that have less than 75 feet of width. The structures on Lots 12 and 13 shall not encroach upon the 30 foot wide utility easement required along the common property line.
3. Lots 2 and 18 shall be accessed only from McAfee Circle.

Approval of the planned unit development is recommended on the basis of the following findings of fact:

1. The use is in conformity with the City's Comprehensive Plan and with the purpose and standards of Chapter 36-348 of City Code.
2. The establishment or maintenance of the use would not be detrimental to the public health, safety or general welfare.
3. The use would be located, designed, maintained and operated to be compatible with the character of that zoning district.
4. There is no evidence that the use would depreciate property values.
5. The use would not be hazardous, detrimental or disturbing to present and potential surrounding land uses, due to the noises, glare, smoke, dust, odor, fumes, water pollution, water run-off, vibration, general unsightliness, electrical interference or other nuisances.
6. The use would generate only minimal vehicular traffic on local streets and shall not create traffic congestion, unsafe access or parking needs that will cause undue burden to the area properties.
7. The use would be serviced by essential public services, such as streets, police, fire protection, utilities, schools and parks.
8. The use would not create excessive additional requirements at public cost for public facilities and services; and would not be detrimental to the welfare of the City.
9. The use would preserve and incorporate the site's natural and scenic features into the development design.
10. The use would cause minimal adverse environmental effects.

Approval of the lot width variances is recommended on the basis of the following findings of fact:

1. Certain regulations contained in this chapter do not realistically apply to the proposed development because of the unique nature of the proposed development.
2. They would be consistent with the purposes of this chapter.
3. The planned unit development would produce a development of equal or superior quality to that which would result from strict adherence to the provisions of this chapter.
4. The variances would not constitute a threat of a substantive nature of the property values, safety, health or general welfare of the owners or occupants of adjacent or nearby land, nor be detrimental to the health, safety, morals or general welfare of the people.
5. The variances are required for reasonable and practicable physical development and are not required solely on the basis of financial considerations.

Seconded by Councilmember Maida.

Ayes - all.

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

85 - 12 - 195

WHEREAS, Ed Cave and Sons, Inc., initiated proceedings to vacate the public interest in the following described rights-of-way located in the Sabin Addition, Ramsey County:

1. Laurie and Lark Avenues from the east right-of-way line of English Street to the west line of the Burlington Northern Railroad right-of-way;
2. The alley rights-of-way in Block 5 and part of Block 12, lying north of County Road B;

WHEREAS, the procedural history of these vacations is as follows:

1. A majority of the owners of property abutting said alley and street rights-of-way have signed a petition for these vacations;
2. These vacations were reviewed by the Planning Commission on November 18, 1985. The Planning Commission recommended to the City Council that these vacations be approved.
3. The City Council held a public hearing on December 9, 1985, to consider these vacations. Notice thereof was published and mailed pursuant to law. All persons present at this hearing were given an opportunity to be heard and present written statements. The Council also considered reports and recommendations of the City Staff and Planning Commission.

WHEREAS, upon vacation of the above-described alley and street rights-of-way, public interest in the property will accrue to the following described abutting properties all in the Sabin Addition, Ramsey County:

Lots 18 through 33, Block 4
Lots 1 through 30, Block 5
Lots 1 through 11 and 26 through 27, Block 12

NOW, THEREFORE, BE IT RESOLVED BY THE MAPLEWOOD CITY COUNCIL that it is in the public interest to grant the above-described vacations on the basis of the following findings of fact:

1. The alley rights-of-way do not serve as a primary or secondary access to the adjoining property.
2. The adjoining properties are undeveloped and under one ownership, with general site access from County Road B and English Street.
3. Replatting of the site, with a different street configuration, is necessary to eliminate the present substandard-sized platted lots.

These vacations are subject to the retention of a utility easement over that portion of the north half of the Lark Avenue right-of-way that lies south and west of the following described line: beginning at the southwest corner of Lot 18, Block 4; thence to a point nine feet south of the Southeast corner of Lot 20, Block 4 along the southerly extension of the East line of Lot 20, Block 4 to a point on the South line of the North half of the Lark Avenue right-of-way and there terminating, all in the Sabin Addition, Section 10, Township 29, Range 22, Ramsey County.

Seconded by Councilmember Maida.

Ayes - all.

6. 7:50 P.M., Plan Amendment and Rezoning : McKnight Road (Daybridge Learning Center)

a. Mayor Greavu convened the meeting for a public hearing regarding the request of Daybridge Learning Centers, Inc., for approval of a land use plan amendment from RM, residential medium density to LSC, limited service commercial and approval of a rezoning from F, farm residential and CO, commercial office to LBC, limited business commercial, the property on McKnight Road south of Lower Afton Road.

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

c. Commissioner Lorraine Fischer presented the Planning Commission recommendation.

d. Mr. Jack Vosler, Schoell and Madson, spoke on behalf of the proposal.

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

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

g. Mayor Greavu closed the public hearing.

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

85 - 12 - 196

WHEREAS, Daybridge Learning Centers, Inc., initiated an amendment to the Maplewood Comprehensive Plan from RM, residential medium density to LSC, limited service commercial for the following-described property:

A 210 foot by 165 foot tract of land on the east side of McKnight Road, approximately half way between lower Afton Road and London Lane.

WHEREAS, the procedural history of this plan amendment is as follows:

1. The Maplewood Planning Commission held a public hearing on December 2, 1985, to consider this plan amendment. Notice thereof was published and mailed pursuant to law. All persons present at said hearing were given an opportunity to be heard and present written statements. The Planning Commission recommended to the City Council that said plan amendment be approved.
2. The Maplewood City Council considered said plan amendment on December 9, 1985. The Council considered reports and recommendations from the Planning Commission and City Staff.

NOW, THEREFORE, BE IT RESOLVED BY THE MAPLEWOOD CITY COUNCIL that the above-described plan amendment be approved on the basis that the LSC classification, along with the proposed day care use, would provide an excellent buffer between the existing single dwellings and the commercial property to the north.

Seconded by Councilmember Maida.

Ayes - all.

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

85 - 12 - 197

WHEREAS, Daybridge Learning Centers, Inc., initiated a rezoning from F, farm residential to LBC, limited business commercial for the following-described property:

The North 207.00 feet of the South 657.00 feet of the East 210.00 feet of the West 250.88 feet of the Northwest 1/4 of Section 12, Township 28 North, Range 22 West of the 4th Principal Meridan.

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

1. This rezoning was initiated by Daybridge Learning Centers, Inc., pursuant to Chapter 36, Article VII of the Maplewood Code of Ordinances.
2. This rezoning was reviewed by the Maplewood Planning Commission on December 2, 1985. The Planning Commission recommended to the City Council that said rezoning be approved.

3. The Maplewood City Council held a public hearing on December 9, 1985, to consider this rezoning. Notice thereof was published and mailed pursuant to law. All persons present at said hearing were given an opportunity to be heard and present written statements. The Council also considered reports and recommendations of the City Staff and Planning Commission.

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

1. The proposed change is consistent with the spirit, purpose and intent of the zoning code.
2. The proposed change will not substantially injure or detract from the use of neighboring property or from the character of the neighborhood, and that the use of the property adjacent to the area included in the proposed change or plan is adequately safeguarded.
3. The proposed change will serve the best interests and conveniences of the community, where applicable, and the public welfare.
4. The proposed change would have no negative effect upon the logical, efficient, and economical extension of public services and facilities, such as public water, sewers, police and fire protection and schools.
5. The proposed change will create an excellent buffer between the existing single dwellings and the commercial land to the north.

Seconded by Councilmember Maida.

Ayes - all.

G. AWARD OF BIDS

1. Disposal of Police Vehicles

a. Councilmember Bastian moved that the highest bid be accepted for the four used police vehicles:

Unit 419	1981 Ford LTD	\$ 211.00
Unit 422	1982 Ford LTD	400.00
Unit 423	1983 Dodge Diplomat	1,751.65
Unit 448	1977 Dodge Maxi-Van	502.00

Seconded by Councilmember Maida.

Ayes - all.

H. UNFINISHED BUSINESS

None.

I. NEW BUSINESS

1. Code Amendment : CHG and LPG Facilities (1st Reading)

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

b. Duane Williams, Assistant Fire Marshal, explained the need for such regulation.

c. Commissioner Lorraine Fischer presented the Planning Commission recommendation.

d. Mayor Greavu moved first reading of an ordinance classifying compressed natural gas and liquid petroleum gas dispensing facilities as a permitted use in the BC zoning district.

Seconded by Councilmember Anderson. Ayes - all.

e. Mayor Greavu moved first reading of an ordinance requiring annual inspection and licensing of CNG and LPG facilities.

Seconded by Councilmember Anderson. Ayes - all.

2. Cope Avenue, English Street, County Road B Storm Sewer

a. Acting Manager Haider presented the Staff report.

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

85 - 12 - 198

WHEREAS, the City Council has proposed that the area described as: Cope Avenue and English Street south to County Road B and Birmingham Street and north to Gerten Pond be improved by construction of a trunk storm sewer system,

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

Seconded by Councilmember Maida.

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

Nay - Councilmember Bastian.

3. City Council Rules of Procedures

a. Councilmember Bastian presented several amendments to the Rules of Procedures.

b. The Rules of Procedures will be placed on the Agenda for the Meeting of December 23, 1985.

Councilmember Bastian moved to waive the Rules of Procedures to discuss Item I-5 at this time.

Seconded by Councilmember Anderson. Ayes - all.

5. Final Approval : Tax Exempt Financing - Silver Ridge Apartments

a. Councilmembers Anderson and Wasiluk expressed their concerns regarding this type of financing for the development.

b. Mary Ippel, Briggs and Morgan, Bonding Consultant, explained the bonding procedures.

c. Mayor Greavu moved to table this item until the meeting of December 23, 1985.

Seconded by Councilmember Maida.

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

Nay - Councilmember Wasiluk.

6. Increases on License and Permit Fees and Service Charges

a. Mayor Greavu requested the annual alarm permit fee be waived for home owners.

b. This matter to be discussed at a later meeting.

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

85 - 12 - 199

BE IT RESOLVED, THAT THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA, establish the following fees effective January 1, 1985:

Amusement Park License	\$115.00
Bench Permit:	
First Bench	35.00
Each Additional Bench	20.00
Bingo License	
For One Night/Wk. for 52 Wks.	115.00
For Two Nights/Wk. for 52 Wks.	230.00
One Night	15.00
Christmas Tree Sales:	
Regular	110.00
Non-Profit Organization	85.00
Cigarettes & Tobacco	30.00
Coin-Operated Amusement Devices:	
Per Location	115.00
Per Machine	30.00
Dog Kennels:	
First Time	30.00
Renewal	15.00
Gambling License	115.00
Golf Course	115.00
Motels:	
1 - 15 Units	47.00
16 - 35	73.00
36 - 100	114.00
Over 100	140.00
Restaurant and/or Bakery:	
Food Establishment	125.00
Catering Food Vehicle:	
First Vehicle	65.00
Each Additional	30.00
Fleet License	175.00

Restaurant and/or Bakery Continued:

Itinerant Food Establishment:	
(Limit 7 Days)	
First Day	30.00
Each Additional Day	15.00
Non-Perishable Food Vehicle:	
First Vehicle	35.00
Each Additional	20.00
Fleet License	80.00
Potentially Hazardous Food Vehicle:	
First Vehicle	90.00
Each Additional	45.00
Fleet License	260.00
Special Food Handling Establishment	45.00
Tavern License	230.00
Taxicab License:	
Base Charge	30.00
Each Driver	10.00
Theater License:	
Indoor	115.00
Outdoor	230.00
Contractor's License	62.00

LICENSES DUE JULY 1ST:

3.2 Beer License:	
On-Sale	100.00*
Off-Sale	30.00*
Temporary Food & Beer	15.00 - Day
Used Car Dealer	230.00

LICENSES DUE AUGUST 1ST:

Motor Vehicle Repair	42.00
Service Station:	
First Pump	47.00
Each Additional Pump	7.00
Trailer Rental:	
First 5 Trailers	15.00
Each Additional Trailer	5.00

LICENSES DUE NOVEMBER 1ST:

Club Liquor License	300.00*
On-Sale Liquor	4,460.00
Off-Sale Liquor	200.00*
Sunday Liquor	200.00*
Beer and Wine:	
Seating up to 25	875.00
Each Additional 10 Seats	115.00
Maximum	2,320.00

*License fee set by State Law

MISCELLANEOUS SERVICE CHARGES:

Commercial and Industrial Revenue	
Note/Bonds	
Base Charge (% of Bond Issue)	1%
Minimum	5,000.00
Maximum	20,000.00
Amount Paid With Application	1,000.00
Liquor License Investigation Fee	350.00
Block Party License	16.00
Carnival License	114.00
Solicitor License:	
Base Per Company	62.00
Additional Per Solicitor	31.00
Auctioneer License:	
Annual	57.00
Daily	16.00
Pawn Shop	57.00
Pending Assessment Searches	6.00
Police Accident Report Copies	5.00
Cat and Dog Licenses:	
Male	6.00
Female	6.00
Neutered/Spayed	3.00
Tax Increment Financing	
Application Fee (escrow)	5,000.00
Building Relocation	114.00
Community Design Review Board	62.00
Sewer Connection Permit (Per Connection):	
Residential Connection	31.00
Non-Residential Connection	47.00
Moving Permit	62.00
Wrecking Permit	31.00
Driveway Permit	6.00
Property Owner List	31.00 + 3.60/name
Mobile Home Permits	36.00
<u>PUBLICATIONS (includes sales tax)</u>	
Zoning Code	6.00
Platting Code	3.00
Sign Code	2.50
Comprehensive Plan	10.00
Zoning Map	3.50
City Map	3.50
Section Map	3.50

Seconded by Councilmember Maida.

Ayes - all.

d. Mayor Greavu moved to approve the following policy for tax-increment financing requests for private developments: An initial cash escrow of \$5000 shall be provided with an application. If the bonds are sold, the cash escrow will be returned and the administrative costs paid from the bond proceeds. If the developer withdraws from the deal before the bonds are sold, the cash escrow will be returned, less the administrative costs. If administrative costs are incurred above \$5000, the applicant shall increase the cash escrow amount to cover these costs.

Seconded by Councilmember Maida.

Ayes - all.

e. Mayor Greavu moved first reading of an ordinance to increase the planning fees.

Seconded by Councilmember Maida.

Ayes - all.

4. City Manager Contract

a. Councilmember Anderson expressed his concerns regarding the proposed City Manager Contract.

b. Councilmember Bastian moved to table the Contract until it is discussed by the Council.

Seconded by Councilmember Maida.

Ayes - all.

c. Council will meet on Thursday, December 12, 1985, at 5:00 P.M. to discuss the Contract.

d. The following residents expressed their concerns regarding the Contract:

Fran Juker, 1965 Barclay Street
Don Wiegert, 2119 Duluth Place
Les Axdahl, 2209 Payne Avenue
George Rossbach, 1406 E. County Road C.

K. COUNCIL PRESENTATION

1. Procedures of Commission Reappointments

a. Councilmember Wasiluk questioned the procedures for appointments to Boards and Commissions.

b. Commissions recommend the appointment to Council and Council appoints.

J. VISITOR PRESENTATION

1. Mr. George Ashton, Edward Street

a. Mr. Ashton stated the neighbor across the street pushes his snow on to his property and his neighbor's property. Is there some way the City can remove the snow from Edward Street since Edward Street is so narrow?

b. Staff will handle.

2. Insurance Coverage

a. Councilmember Anderson referred to Staff the question of coverage for retired employees.

3. Used Car Lots

Discussed previously.

4. Recycling

a. Councilmember Bastian stated he had received mail concerning recycling proposals.

b. Referred to Staff.

5. Alarm Ordinance

Discussed previously.

L. ADMINISTRATIVE PRESENTATIONS

None.

M. ADJOURNMENT

9:56 P.M.

City Clerk

MEMORANDUM

Action by Council:

TO: City Manager
FROM: Finance Director *[Signature]*
RE: Transfers to Close Improvement Projects
DATE: December 16, 1985

Endorsed _____
Modified _____
Rejected _____
Date _____

Financial transfers are needed to close Project 81-12, Holloway Avenue Improvements, and Project 85-26, Cope Avenue Improvements (Ariel to White Bear). The final engineering bill was paid on the Holloway Avenue project last month. The remaining cash balance of \$36,959.61 resulted from project revenues (bond proceeds, state aid and investment interest) being in excess of project expenditures. According to state law, this surplus balance must be transferred to another public improvement project or to the sinking fund for the bonds which financed the project. The sinking fund related to this project has a sufficient balance. However, Project 80-10, Highway 61 Frontage Road, has a deficit. Therefore, it is proposed that the remaining surplus in Project 81-12 be transferred to Project 80-10.

Project 85-26, Cope Ave. Improvements, was rejected by the Council on November 6, 1985 after the preparation of an engineering feasibility study. The cost of preparing the study was \$7,071.91. The only way that this can be financed is by a transfer from the General Fund.

It is recommended that the Council (1) authorize the closing of Project 81-12 by a transfer of its surplus balance to Project 80-10 and (2) authorize the closing of Project 85-26 by a transfer of \$7,071.91 from the General Fund to eliminate the deficit.

DFF:lnb

MEMORANDUM

Action by Council:

Endorsed _____

Modified _____

Rejected _____

Date _____

TO: City Manager
 FROM: Finance Director *Must*
 RE: City Subsidy for McClelland Street Water
 DATE: December 11, 1985

On July 8th the Council levied special assessments for the McClelland Street Water project. The assessments levied were part of a financing plan that included a City subsidy of \$15,603 from the Hydrant Charge Fund. Disbursements have been made for most of the project costs at this time and the remaining costs have been estimated. Therefore, it is recommended that a transfer of \$15,500 be made from the Hydrant Charge Fund to this project to finance the costs that were not assessed.

DFF:1nb

Action by Council:

MEMORANDUM

Endorsed _____

Modified _____

Rejected _____

Date _____

TO: City Manager
 FROM: Thomas Ekstrand--Associate Planner
 SUBJECT: Home Occupation Renewal
 LOCATION: 1780 Ruth Street
 OWNER/APPLICANT: Kevin A. and Linda A. Krueger
 PROJECT: Krueger Pen n' Press
 DATE: December 12, 1985

Request

Renewal of a conditional use permit for Krueger Pen n' Press.

Comments

All conditions of approval have been met. The applicant has also quit using the offset duplicator and plate processor so the risk of fire no longer exists from chemicals which were on hand for use with these machines.

Recommendation

Renewal of the conditional use permit for the Krueger Pen n' Press home occupation for five years, subject to the original conditions of approval.

BACKGROUND

Site Description

1. Lot size: 75 by 135 feet--10,125 square feet
2. Existing land use: Single dwelling and the owner's calligraphy business.

Surrounding Land Uses

Hillside School on the east and single dwellings on the remaining sides.

Past Actions

8-6-81:

Council approved this home occupation, subject to the following conditions:

1. The permit being approved for one year, after which time the applicant may apply for a renewal, provided the conditions of the permit have been met and no nuisances exist.
2. Not more than one person, other than members of the family residing on the premises, shall be allowed to engage in such operation.
3. Signage shall be limited to one sign, not to exceed two square feet in area, non-illuminated, and mounted flush against the dwelling.
4. A fire extinguisher(s) and smoke detector shall be provided. The location, type and number shall be approved by the city fire marshal.
5. The off-set duplicator shall be operated in conformance with the requirements of the fire code.
6. House number, location and size shall be approved by the city fire marshal.
7. The special exception permit shall apply only to the applicant (Kruegers) at 1780 Ruth Street. (If they vacate the premises, the permit is void.)

12-13-82:

Council renewed this home occupation permit, subject to the original conditions.

PLANNING CONSIDERATIONS

1. Land Use Plan designation: RL, low density residential

2. Zoning: R-1, residence district (single dwelling)

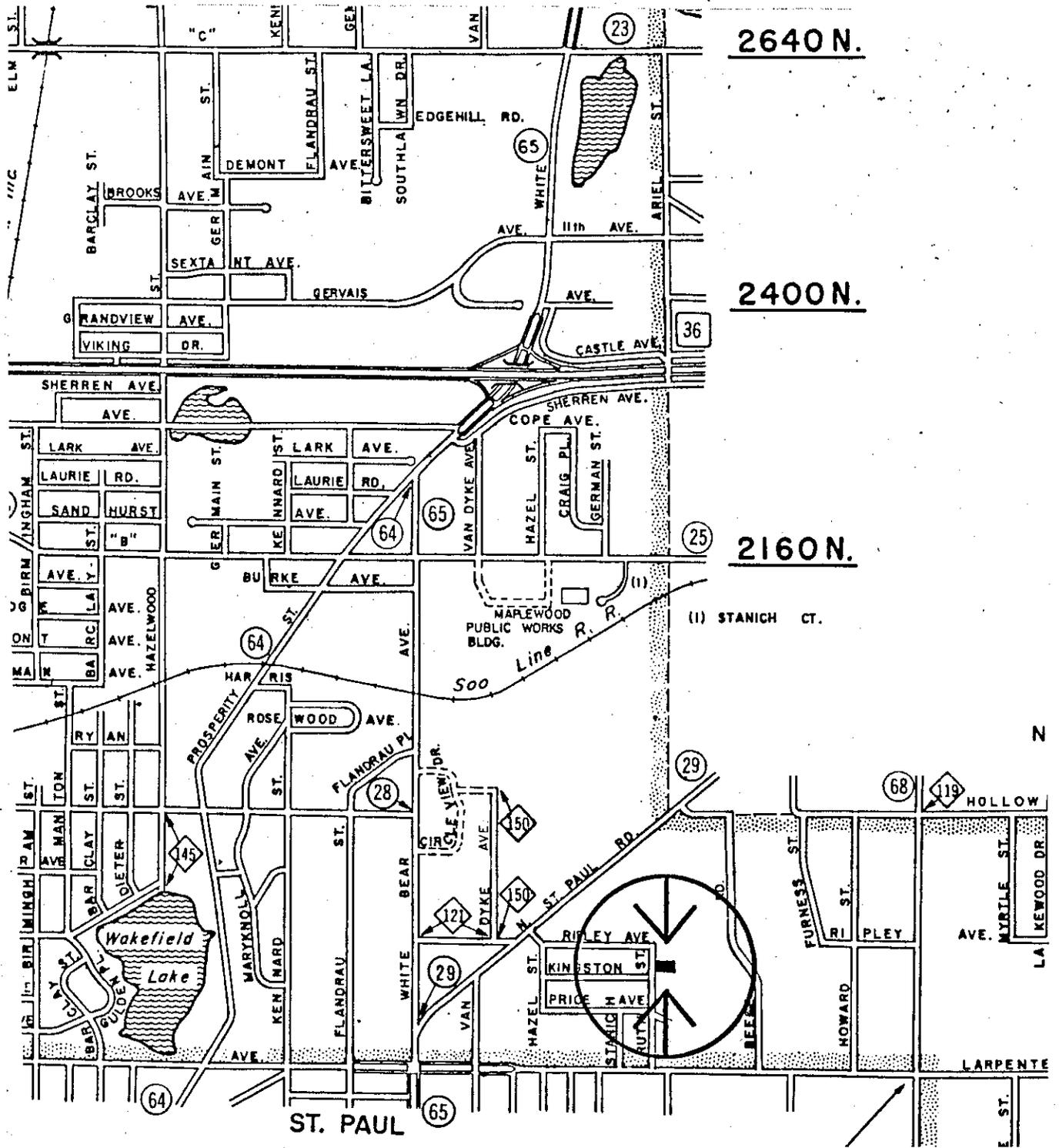
3. Section 36-442 (e) of the zoning code states that all conditional use permits shall be reviewed by the council within one year of the date of initial approval, unless such review is waived by council decision or ordinance. At the one year review, the council may specify an indefinite term or specific term, not to exceed five (5) years, for subsequent reviews. The council may impose new or additional conditions upon the permit at the time of the initial or subsequent reviews.

4. Section 36-316 (2) allows one fascia sign, not more than two square feet in area, for a home occupation.

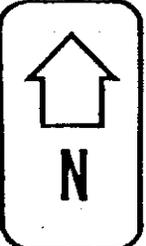
jw

Attachments:

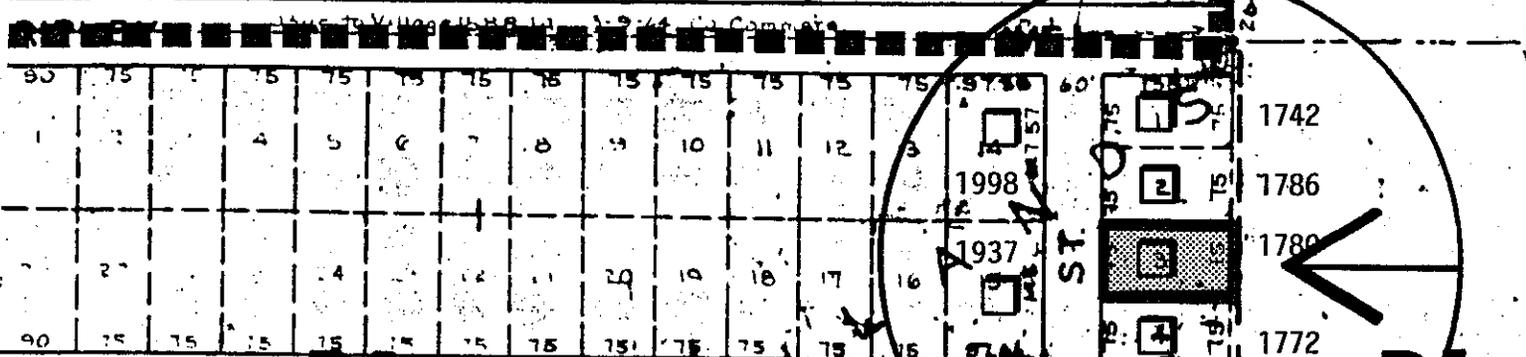
1. Location Map
2. Property Line Map
3. Applicant's letter dated 7-29-81



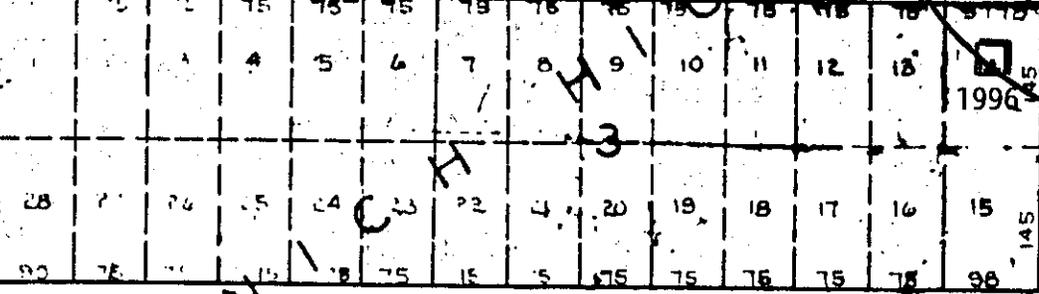
LOCATION MAP



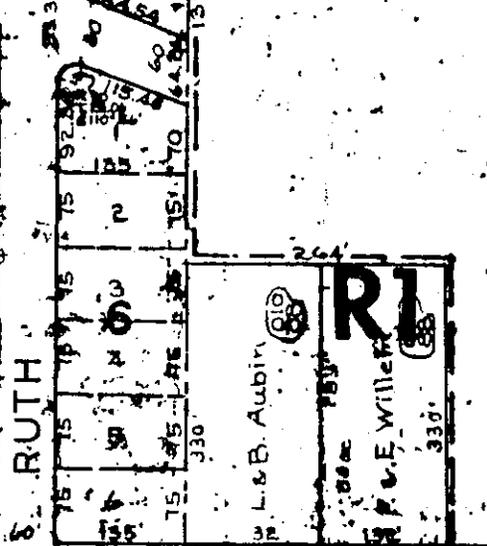
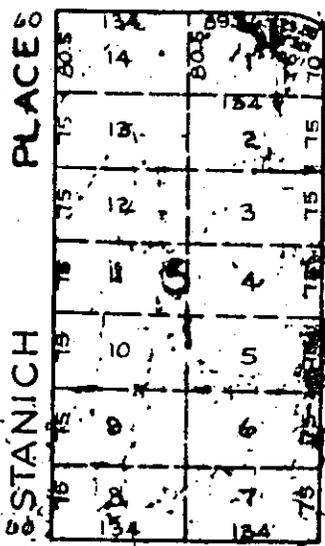
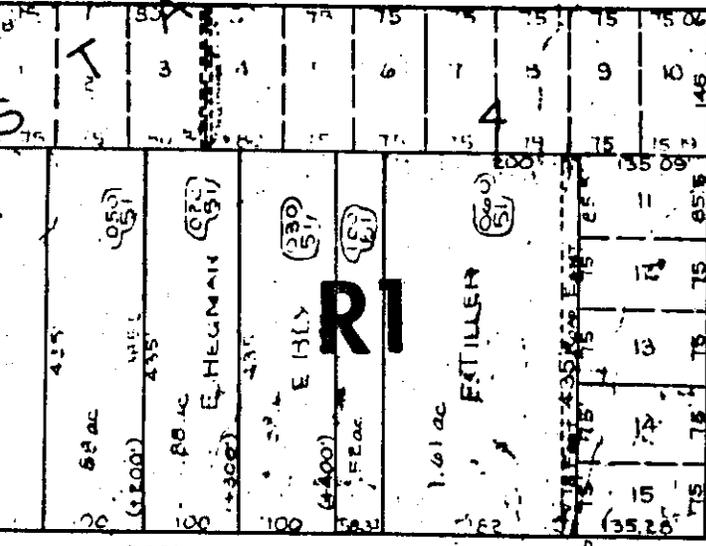
Ripley Avenue



KINGSTON RICH AVE



PRICE AVE



LARPEUR AVENUE

PROPERTY LINE / ZONING MAP



Applicant: Kevin A. and Linda A. Krueger

4. This residence is to be used for operating a part-time business in the home. The function of the business is to provide calligraphic design and printing.

Calligraphy, "hand lettering and illumination", will be performed to produce original art work primarily for certificates, business cards, greeting cards, announcements and display pieces. The printing aspect of the business is intended to provide offset duplication of the calligraphed designs. It is also anticipated that general purpose duplication will be provided. Teaching of calligraphy at offsite locations will also be performed.

The proposed home occupation will employ no persons outside of the home. The average number of hours per week in operation will be no more than 20 hours. Customer contact will be via phone, personal contact and mail. All customer visitation to the residence will be via appointment only, averaging less than six per week. Deliveries of supplies will be approximately two per week.

Major equipment to be used consists of a drafting table, desk, work table, offset duplicator, and plate processor. The offset duplicator is a UL approved office appliance. Major supplies are obtained on an as-needed basis and not stored in the residence.

MEMORANDUM

Action by Council:

To: Acting City Manager Kenneth Haider
 From: Director of Public Safety Kenneth V. Collins *KVC*
 Subject: Proposed 1986 Fire Department Dispatching Service Changes

Endorsed _____
 Modified _____
 Rejected _____
 Date _____

The following are our proposed Fire Department dispatching service charges for 1986. As in the past, the charges are assessed by the number of vehicles operated by each department. This approach has been well accepted by the Fire Departments.

<u>Woodbury</u>	<u>Actual 1985</u>	<u>Proposed 1986</u>
253 - Chief's Car	\$ 175.00	\$ 190.00
254 - Pumper	175.00	190.00
255 - Pumper	175.00	190.00
257 - Grass Rig	175.00	190.00
259 - Ambulance	175.00	190.00
264 - Pumper	175.00	190.00
265 - Aerial-Ladder-Pumper	175.00	190.00
266 - Pumper	175.00	190.00
267 - Grass Rig	175.00	190.00
268 - Tanker	175.00	190.00
269 - Ambulance	175.00	190.00
Total	\$1,925.00	\$2,090.00
<u>City of Woodbury</u>		
*263 - Fire Marshal Vehicle	\$ 175.00	\$ 190.00
Total	\$ 175.00	\$ 190.00
<u>Oakdale</u>		
284 - Ambulance	\$ 175.00	\$ 190.00
286 - Pumper	175.00	190.00
287 - Pumper	175.00	190.00
288 - Grass Truck	175.00	190.00
289 - Tanker	175.00	190.00
290 - Chief's Car	175.00	190.00
Total	\$1,050.00	\$1,140.00
<u>East County Line</u>		
119 - Ambulance	\$ 175.00	\$ 190.00
Total	\$ 175.00	\$ 190.00
Total	\$3,325.00	\$3,610.00

KVC:js

cc Dispatching File
 Fire File
 Sergeant Cahanes
 Lieutenant Nelson
 Finance Department

* - Billed to City of Woodbury

E-6

LAW OFFICES
BRIGGS AND MORGAN
PROFESSIONAL ASSOCIATION

MATTHEW J. LEVITT
COLE ORHLE
ROBERT M. BOWEN
FRANK HAMMOND
LEONARD J. KEYES
ROBERT G. SHARE
BURT E. SWANSON
M. J. GALVIN, JR.
DAVID C. FORSBERG
JOHN J. MCNEELY
MCNEIL V. SEYMOUR, JR.
JERRY F. ROTMAN
TERENCE N. DOYLE
RICHARD H. KYLE
JOHN L. DEVNEY
RONALD L. SORENSON
PETER H. SEED
SAMUEL L. HANSON
RONALD E. ORCHARD
JOHN TROYER
STEPHEN WINNICK
AVRON L. GORDON
JOHN R. KENEFFICK

JOHN R. FRIEDMAN
THOMAS A. LARSON
DAVID J. SPENGER
DANIEL J. GOLE, JR.
DOUGLAS L. SKOR
MICHAEL H. JERONIMUS
R. SCOTT DAVIES
J. PATRICK McDAVITT
JOHN B. VAN DE NORTH, JR.
RICHARD G. MARK
ANDREW G. BROHER
JAMES E. NELSON
JEROME A. GRIS
STEVE A. BRAND
JOEL H. GOTTESMAN
ALAN H. MACLIN
JEFFREY F. SHAW
MATTHEW L. LEVITT
DAVID G. GREENING
DANIEL M. COUGHLAN
DAVID B. SAND
JOSEPH P. NOACK
CHARLES R. HAYNOR

2400 IDS CENTER
MINNEAPOLIS, MINNESOTA 55402

TELEPHONE (612) 339-0861

TELECOPIER (612) 375-1078

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

ANDREA M. BOND
MARTIN E. FISK
ROBERT J. PRATTE
JOHN BULTENA
JAMES G. RAY
RICHARD H. MARTIN
TRUDY J. HALLA
MARY L. IPPEL
ROBERT E. WOODS
ROBYN L. BANSIN
WILLIAM J. JOANIS
MARGARET K. SAVAGE
BRIAN G. BELISLE
TONY STENBERGER
MARY E. SCHAFFNER
MICHAEL H. STREATER
JOHN H. LINDSTROM
RICHARD D. ANDERSON
SALLY A. SCOOGIN
DAVID G. McDONALD
BRUCE W. MOOTY
ERIC NILSSON
ANDREW R. KINTZINGER

FREDERICK P. APOST
ROBERT L. LEE
ANN HUNTRODS
TRUDY R. GASTRAZORO
ELIZABETH J. ANDREWS
GREGORY J. STENMOE
CHARLES B. ROGERS
TERRY L. SIRE
PAUL M. GALES
MARY M. DYSETH
KEVIN A. BERG
MARIAN M. DUBKIN
NANCY D. ABRISON
MICHAEL J. McEILISTREM
PAUL S. JACOBSEN

OF COUNSEL
J. NEIL MORTON
RICHARD E. KYLE
JOHN M. PALMER
SAMUEL H. MORGAN
FRANK N. GRAHAM
A. LAURENCE DAVIS
CLARENCE G. FRAME
JOHN M. SULLIVAN

December 16, 1985

Action by Council:

Endorsed _____
Modified _____
Rejected _____
Date _____

Ms. Lucille Aurelius
City Clerk
City of Maplewood
1380 Frost Avenue
Maplewood, MN 55109

VIA MESSENGER

RE: City of Maplewood - WAV, Inc. Project

Dear Ms. Aurelius:

I am an attorney in the Minneapolis office of Briggs and Morgan and am coordinating the above transaction with Mary Ippel. At Mary's request, I enclose the following documents:

- 1. Form of Tax Exempt Note;
- 2. Final Note Resolution;
- 3. Loan Agreement.

If you any questions regarding any of the enclosed, please let me know. At Mary's request, I will be handling and coordinating all changes to the Tax Exempt Note documents so that this transaction can be completed as efficiently as possible.

Very truly yours,

Mary E. Schaffner
Mary E. Schaffner

MES/aaw
Enclosures

cc: Mary Ippel (with enclosures)

FINAL NOTE RESOLUTION

THE CITY OF MAPLEWOOD, MINNESOTA

\$1,800,000 INDUSTRIAL DEVELOPMENT REVENUE NOTE OF 1985,

(WAV, INC. PROJECT)

ADOPTED: December 23, 1985

NOTE RESOLUTION

(This Table of Contents is not a part of this Resolution, but is included for convenience only)

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NOTE RESOLUTION

BE IT RESOLVED by the City of Maplewood, Minnesota, 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, and any opinion of Bond Counsel shall be a written opinion signed by such Counsel;

Borrower: WAV, Inc., a Minnesota corporation, its successors and assigns, and any surviving, resulting or transferee business entity which may assume his 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 which the proceeds of the Note will be deposited;

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

Disbursing Agreement: the agreement to be executed by the City, the Borrower and the Lender, relating to the disbursement and payment of Project Costs out of the Construction Fund;

Guaranty: the guaranty of the obligations of the Borrower under the Note, the Mortgage, the Loan Agreement and all related documents by Western Bankshare, Inc. (the "Guarantor");

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: Wayzata Bank and Trust Company, Wayzata, 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 to be executed by the Borrower, as mortgagor, to the Lender, as mortgagee, securing payment of the Note and interest thereon;

Note: the \$1,800,000 Industrial Development Revenue Note of 1985 (WAV, Inc. Project), to be issued by the City pursuant to this Resolution and the Loan Agreement;

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 December 23, 1985, 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 instrument as originally executed. 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 execution of the Loan Agreement, the Pledge Agreement, the Note and the Construction Loan Agreement, and the Disbursing Agreement which documents specify the terms and conditions of the acquisition and financing of 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 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 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 principal amount of \$1,450,000 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 partially 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 is 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 and the Disbursing Agreement, to provide for the construction and installation of the Improvements to be included in the Project pursuant to the

Plans and Specifications 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 on Exhibit A hereto, 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 \$1,800,000 unless a duplicate Note is issued pursuant to Section 2-7.

2-2. The Note.

The Note shall be dated as of the date of delivery, shall be payable at the times and in the manner, shall bear interest at the rate, and shall be subject to such other terms and conditions as are set forth therein.

2-3. Execution.

The Note shall be executed on behalf of the City by the signatures of its Mayor and City Clerk and shall be sealed with the seal of the City. In case any officer whose signature shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if had remained in office until delivery. In the event of the absence or disability of the Mayor or City Clerk, such officers of the City as, in the opinion of the City Attorney, may act in their behalf, shall without further act or authorization of the City Council execute and deliver the Note.

2-4. Delivery of Note.

Before delivery of the Note there shall be filed with the Lender (except to the extent waived by the Lender) the following items:

- (1) an executed copy of each of the following documents:
 - (A) the Loan Agreement;
 - (B) the Pledge Agreement;

- (C) the Mortgage;
 - (D) the Assignment of Leases and Rents;
 - (E) the Construction Loan Agreement;
 - (F) a Cost Certificate signed by the Borrower certifying the use of the proceeds of the Note;
 - (G) and all existing leases between the Borrower and any tenants of the Projects;
 - (H) the Disbursing Agreement;
- (2) an opinion of Counsel for the Borrower as prescribed by Bond Counsel and Lender's Counsel;
- (3) the opinion of Bond Counsel as to the validity and tax exempt status of the Note;
- (4) such other documents and opinions as Bond Counsel may reasonably require for purposes of rendering its opinion required in subsection (3) above or that the Lender may reasonably require for the closing.

2-5. Disposition of Note Proceeds.

There is hereby established with the Lender a Construction Fund to be held by the Lender as a separate account of the City as provided in the Construction Loan Agreement. Upon delivery of the Note to Lender, the proceeds of such Note shall be credited to the Construction Fund held by the Lender 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 Construction Loan Agreement. The Borrower 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 Construction Loan Agreement and the Disbursing 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 Notes will not be jeopardized, the surplus funds may be invested a a yield greater than the yield on the Note.

2-6. Registration of Transfer.

The City will cause to be kept at the office of the City Clerk a Note Register in which, subject to such reasonable regulations as it may prescribe, the City shall provide for the registration of transfers of ownership of the Note. The Note shall be transferable upon the Note Register by the Lender in person or by its agent duly authorized in writing, upon surrender of the Note together with a written instrument of transfer satisfactory to the City Clerk, duly executed by the Lender or its duly authorized agent. Upon such transfer the City Clerk shall note the date of registration and the name and address of the new Lender in the Note Register and in the registration blank appearing on the Note.

2-7. Mutilated, Lost or Destroyed Note.

In case any Note issued hereunder shall become mutilated or be destroyed or lost, the City shall, if not then prohibited by law, cause to be executed and delivered, a new Note of like outstanding principal amount, number and tenor in exchange and substitution for and upon cancellation of such mutilated Note, or in lieu of and in substitution for such Note destroyed or lost, upon the Lender's paying the reasonable expenses and charges of the City in connection therewith, and in the case of a Note destroyed or lost, the filing with the City of evidence satisfactory to the City that such Note was destroyed or lost, and furnishing the City with indemnity satisfactory to it, all in conformance with Minnesota Statutes, Sections 475.70 and 475.69. If the mutilated, destroyed or lost Note has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Note prior to payment.

2-8. Ownership of Note.

The City may deem and treat the person in whose name the Note is last registered in the Note Register and by notation on the Note whether or not such Note shall be overdue, as the absolute owner of such Note for the purpose of receiving payment of or on account of the Principal Balance, redemption price or interest and for all other purposes whatsoever, and the City shall not be affected by any notice to the contrary.

2-9. Limitation on Note Transfers.

The Note has been 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 requirements and in accordance with Section 7.11 of the Loan Agreement.

ARTICLE THREE

GENERAL COVENANTS

3-1. Payment of Principal and Interest.

The City covenants that it will promptly pay or cause to be paid the principal of and interest on the Note at the place, on the dates, solely from the source and in the manner provided herein and in the Note. The principal and interest are payable solely from and secured by revenues and proceeds derived from the Loan Agreement, the Pledge Agreement, the Mortgage, the Construction Loan Agreement and the Assignment of Leases and Rents, which revenues and proceeds are hereby specifically pledged to the payment thereof in the manner and to the extent specified in the Note, the Loan Agreement, the Pledge Agreement, the Mortgage, the Construction Loan Agreement and the Assignment of Leases and Rents; and nothing in the Note or in this Resolution shall be considered as assigning, pledging or otherwise encumbering any other funds or assets of the City.

3-2. Performance of and Authority for Covenants.

The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Resolution, in the Note executed, authenticated and delivered hereunder and in all proceedings of the City Council pertaining thereto; that it is duly authorized under the Constitution and laws of the State of Minnesota including particularly and without limitation the Act, to issue the Note authorized hereby, pledge the revenues and assign the Loan Agreement in the manner and to the extent set forth in this Resolution, the Note, the Loan Agreement and the Pledge Agreement; that all action on its part for the issuance of the Note and for the execution and delivery thereof has been duly and effectively taken; and that the Note in the hands of the Lender is and will be a valid and enforceable special limited obligation of the City according to the terms thereof.

3-3. Enforcement and Performance of Covenants.

The City agrees to enforce all covenants and obligations of the Borrower under the Loan Agreement and Construction Loan Agreement and the Disbursing Agreement, and to perform all covenants and other provisions pertaining to the City contained in the Note, the Loan Agreement and the Construction Loan Agreement and the Disbursing Agreement and subject to Section 3-4.

3-4. Nature of Security.

Notwithstanding anything contained in the Note, the Mortgage, the Assignment of Leases and Rents, the Loan Agreement, the Pledge Agreement or any other document referred to in Section 2-4 to the contrary, under the provisions of the Act the Note may not be payable from or be a charge upon any funds of the City other than the revenues and proceeds pledged to the payment thereof, nor shall the City be subject to any liability thereon, nor shall the Note otherwise contribute or give rise to a pecuniary liability of the City or, to the extent permitted by law, any of the City's officers, employees and agents. 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 the revenues pledged under the Pledge Agreement; and the Note shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City; and the Note shall not constitute a debt of the City within the meaning of any constitutional or statutory limitation; but nothing in the Act impairs the rights of the Lender to enforce the covenants made for the security thereof as provided in this Resolution, the Loan Agreement, the Pledge Agreement, the Mortgage, the Assignment of Leases and Rents, the Construction Loan Agreement and the Disbursing Agreement, and in the Act, and by authority of the Act the City has made the covenants and agreements herein for the benefit of the Lender; provided that in any event, the agreement of the City to perform or enforce the covenants and other provisions contained in the Note, the Loan Agreement, the Pledge Agreement and the Construction Loan Agreement and the Disbursing Agreement shall be subject at all times to the availability of revenues under the Loan Agreement 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.

3-5. Preservation of Tax Exempt Status of the Note.

(1) In order to preserve the tax exempt status of the Note, the City covenants that it shall take such actions as are required and within its reasonable control to prevent the interest on the Note from becoming taxable for federal income tax purposes for the owners thereof (other than any owner who is a "substantial user" or "related person thereto" within the meaning of Section 103(b) of the Code) including but not limited to taking all actions required of it under Section 103(c)(6) of the Code. To this end, the City shall:

(A) cause the Borrower to maintain records identifying all "gross proceeds" attributable to the Note, the yield at which such gross proceeds are invested, any arbitrage profit derived therefrom, and any earnings derived from the investment of such arbitrage profit;

(B) make and maintain on file all annual determinations of the amount, if any, of excess arbitrage required to be rebated to the United States;

(C) rebate to the United States at least once every five years the amount, if any, which is required to be rebated to the United States, including the last installment which shall be made no later than 30 days after the day on which the Note is paid in full;

(D) not invest "gross proceeds" in any acquired nonpurpose obligations so as to deflect arbitrage otherwise payable to the United States as a "prohibited payment" to the third party;

(E) refrain from investing any "gross proceeds" allocable to the Note in acquired nonpurpose obligations at a yield in excess of the yield on the Note to the extent such gross proceeds exceed in any calendar year more than 150% of the debt service requirements for the Note in that calendar year; and

(F) retain on file all records of the annual determination of the rebate amount until six (6) years after the retirement of the Note;

(2) the City hereby represents and covenants that any fees received by it in connection with the issuance of the Note shall be spent as quickly as practicable and until spent shall not be invested in acquired nonpurpose obligations the yield on which exceeds the yield on the Note.

ARTICLE FOUR

MISCELLANEOUS

4-1. Severability.

If any provision of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions or in all cases because it conflicts with any provisions of any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or paragraphs in this Resolution contained shall not affect the remaining portions of this Resolution or any part thereof.

4-2. Authentication of Transcript.

The officers of the City are directed to furnish to Bond Counsel certified copies of this Resolution and all documents referred to herein, and affidavits or certificates as to all other matters which are reasonably necessary to evidence the validity of the Note. All such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute recitals of the City as to the correctness of all statements contained therein.

4-3. Registration of Resolution.

The City Clerk is authorized and directed to cause a copy of this Resolution to be filed with the County Auditor of Ramsey County, and to obtain from said County Auditor a certificate that the Note as a bond of the City has been duly entered upon his bond register.

4-4. Authorization to Execute Agreements.

The forms of the proposed Loan Agreement, Pledge Agreement, Construction Loan Agreement and the Disbursing Agreement are hereby approved in substantially the form heretofore presented to the City Council together with such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and

additions thereto as may be necessary and appropriate and approved by Bond Counsel prior to the execution of the documents, and the Mayor and City Clerk are authorized to execute the Loan Agreement, the Pledge Agreement, the Construction Loan Agreement and the Disbursing Agreement in the name of and on behalf of the City and such other documents as Bond Counsel consider appropriate in connection with the issuance of the Note upon approval by the City Attorney as to the form. In the event of the absence or disability of the Mayor and City Clerk such officers of the City as, in the opinion of the City Attorney, may act in their behalf, shall without further act or authorization of the City Council do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers. The execution of any instrument by the appropriate officer or officers of the City herein authorized shall be conclusive evidence of the approval of such documents in accordance with the terms hereof.

Adopted: December 23, 1985

Mayor

Attest:

City Clerk

FINAL NOTE RESOLUTION

Action by Council:

Endorsed_____

Modified_____

Rejected_____

Date_____

THE CITY OF MAPLEWOOD, MINNESOTA

\$1,500,000 COMMERCIAL DEVELOPMENT REVENUE NOTE OF 1985,

(R. D. & L. ASSOCIATES PROJECT)

ADOPTED: DECEMBER 23, 1985

NOTE RESOLUTION

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NOTE RESOLUTION

BE IT RESOLVED by the City of Maplewood, Minnesota,
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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 Leases and Rents: 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, and any opinion of Bond Counsel shall be a written opinion signed by such Counsel;

Borrower: R. D. & L. Associates, 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 this Resolution and into which the proceeds of the Note will be deposited;

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

Guaranty: the guaranty to be executed by Ronald Peltier, Richard Olson and Lawrence Davis, in favor of the Lender;

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: Town and Country Bank, Maplewood, 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 Mortgage, Security Agreement and Fixture Financing Statement to be executed by the Borrower, as mortgagor, to the Lender, as mortgagee, securing payment of the Note and interest thereon;

Note: the \$1,500,000 Commercial Development Revenue Note of 1985, (R. D. & L Associates Project), to be issued by the City pursuant to this Resolution and the Loan Agreement;

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 December 23, 1985, 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 instrument as originally executed. 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 execution of the Loan Agreement, the Pledge Agreement, the Note and the Construction Loan Agreement, which documents specify the terms and conditions of the acquisition and financing of 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 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 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 principal amount of \$1,500,000 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 partially 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 is 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 construction and installation of the Improvements to be included in the Project pursuant to the Plans and Specifications 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 on Exhibit A hereto, 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 \$1,500,000 unless a duplicate Note is issued pursuant to Section 2-7.

2-2. The Note.

The Note shall be dated as of the date of delivery, shall be payable at the times and in the manner, shall bear interest at the rate, and shall be subject to such other terms and conditions as are set forth therein.

2-3. Execution.

The Note shall be executed on behalf of the City by the signatures of its Mayor and City Clerk and shall be sealed with the seal of the City. In case any officer whose signature shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if had remained in office until delivery. In the event of the absence or disability of the Mayor or City Clerk, such officers of the City as, in the opinion of the City Attorney, may act in their behalf, shall without further act or authorization of the City Council execute and deliver the Note.

2-4. Delivery of Note.

Before delivery of the Note there shall be filed with the Lender (except to the extent waived by the Lender) the following items:

- (1) an executed copy of each of the following documents:
 - (A) the Loan Agreement;
 - (B) the Pledge Agreement;

- (C) the Mortgage;
 - (D) the Assignment of Leases and Rents;
 - (E) the Construction Loan Agreement;
 - (F) the Guaranty;
 - (G) a Cost Certificate signed by the Borrower certifying the use of the proceeds of the Note;
 - (H) the lease between the Borrower and Edina Realty, Inc., and any other between the Borrower and subtenants now existing;
- (2) an opinion of Counsel for the Borrower and Guarantors as prescribed by Bond Counsel and Lender's Counsel;
 - (3) the opinion of Bond Counsel as to the validity and tax exempt status of the Note;
 - (4) such other documents and opinions as Bond Counsel may reasonably require for purposes of rendering its opinion required in subsection (3) above or that the Lender may reasonably require for the closing.

2-5. Disposition of Note Proceeds.

There is hereby established with the Lender a Construction Fund to be held by the Lender as a separate account of the City as provided in the Construction Loan Agreement. Upon delivery of the Note to Lender, the proceeds of such Note shall be credited to the Construction Fund held by the Lender 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 Construction Loan Agreement. The Borrower shall provide the City with a full accounting of all funds disbursed for Project Costs.

2-6. Registration of Transfer.

The City will cause to be kept at the office of the City Clerk a Note Register in which, subject to such reasonable regulations as it may prescribe, the City shall provide for the registration of transfers of ownership of the Note. The Note shall be transferable upon the Note Register by the Lender in person or by its agent duly authorized in writing, upon surrender of the Note together with a written instrument of transfer satisfactory to the City Clerk, duly executed by the Lender or its duly authorized agent. Upon such transfer the City Clerk shall note the date of registration and the name and address of the new Lender in the Note Register and in the registration blank appearing on the Note.

2-7. Mutilated, Lost or Destroyed Note.

In case any Note issued hereunder shall become mutilated or be destroyed or lost, the City shall, if not then prohibited by law, cause to be executed and delivered, a new Note of like outstanding principal amount, number and tenor in exchange and substitution for and upon cancellation of such mutilated Note, or in lieu of and in substitution for such Note destroyed or lost, upon the Lender's paying the reasonable expenses and charges of the City in connection therewith, and in the case of a Note destroyed or lost, the filing with the City of evidence satisfactory to the City that such Note was destroyed or lost, and furnishing the City with indemnity satisfactory to it, all in conformance with Minnesota Statutes, Sections 475.70 and 475.69. If the mutilated, destroyed or lost Note has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Note prior to payment.

2-8. Ownership of Note.

The City may deem and treat the person in whose name the Note is last registered in the Note Register and by notation on the Note whether or not such Note shall be overdue, as the absolute owner of such Note for the purpose of receiving payment of or on account of the Principal Balance, redemption price or interest and for all other purposes whatsoever, and the City shall not be affected by any notice to the contrary.

2-9. Limitation on Note Transfers.

The Note has been 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 requirements and in accordance with Section 7.11 of the Loan Agreement.

ARTICLE THREE
GENERAL COVENANTS

3-1. Payment of Principal and Interest.

The City covenants that it will promptly pay or cause to be paid the principal of and interest on the Note at the place, on the dates, solely from the source and in the manner provided herein and in the Note. The principal and interest are payable solely from and secured by revenues and proceeds derived from the Loan Agreement, the Pledge Agreement, the Mortgage, the Construction Loan Agreement, the Guaranty and the Assignment of Leases and Rents, which revenues and proceeds are hereby specifically pledged to the payment thereof in the manner and to the extent specified in the Note, the Loan Agreement, the Pledge Agreement, the Mortgage, the Construction Loan Agreement, the Guaranty and the Assignment of Leases and Rents; and nothing in the Note or in this Resolution shall be considered as assigning, pledging or otherwise encumbering any other funds or assets of the City.

3-2. Performance of and Authority for Covenants.

The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Resolution, in the Note executed, authenticated and delivered hereunder and in all proceedings of the City Council pertaining thereto; that it is duly authorized under the Constitution and laws of the State of Minnesota including particularly and without limitation the Act, to issue the Note authorized hereby, pledge the revenues and assign the Loan Agreement in the manner and to the extent set forth in this Resolution, the Note, the Loan Agreement and the Pledge Agreement; that all action on its part for the issuance of the Note and for the execution and delivery thereof has been duly and effectively taken; and that the Note in the hands of the Lender is and will be a valid and enforceable special limited obligation of the City according to the terms thereof.

3-3. Enforcement and Performance of Covenants.

The City agrees to enforce all covenants and obligations of the Borrower under the Loan Agreement and Construction Loan Agreement, and to perform all covenants and other provisions pertaining to the City contained in the Note, the Loan Agreement and the Construction Loan Agreement and subject to Section 3-4.

3-4. Nature of Security.

Notwithstanding anything contained in the Note, the Mortgage, the Assignment of Leases and Rents, the Loan Agreement, the Pledge Agreement or any other document referred to in Section 2-4 to the contrary, under the provisions of the Act the Note may not be payable from or be a charge upon any funds of the City other than the revenues and proceeds pledged to the payment thereof, nor shall the City be subject to any liability thereon, nor shall the Note otherwise contribute or give rise to a pecuniary liability of the City or, to the extent permitted by law, any of the City's officers, employees and agents. 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 the revenues pledged under the Pledge Agreement; and the Note shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City; and the Note shall not constitute a debt of the City within the meaning of any constitutional or statutory limitation; but nothing in the Act impairs the rights of the Lender to enforce the covenants made for the security thereof as provided in this Resolution, the Loan Agreement, the Pledge Agreement, the Mortgage, the Assignment of Leases and Rents, the Construction Loan Agreement, the Guaranty and in the Act, and by authority of the Act the City has made the covenants and agreements herein for the benefit of the Lender; provided that in any event, the agreement of the City to perform or enforce the covenants and other provisions contained in the Note, the Loan Agreement, the Pledge Agreement and the Construction Loan Agreement shall be subject at all times to the availability of revenues under the Loan Agreement 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.

3-5. Preservation of Tax Exempt Status of the Note.

(1) In order to preserve the tax exempt status of the Note, the City covenants that it shall take such actions as are required and within its reasonable control to prevent the interest on the Note from becoming taxable for federal income tax purposes for the owners thereof (other than any owner who is a "substantial user" or "related person thereto" within the meaning of Section 103(b) of the Code) including but not limited to taking all actions required of it under Section 103(c)(6) of the Code. To this end, the City shall:

(A) cause the Borrower to maintain records identifying all "gross proceeds" attributable to the Note, the yield at which such gross proceeds are invested, any arbitrage profit derived therefrom, and any earnings derived from the investment of such arbitrage profit;

(B) make and maintain on file all annual determinations of the amount, if any, of excess arbitrage required to be rebated to the United States;

(C) rebate to the United States at least once every five years the amount, if any, which is required to be rebated to the United States, including the last installment which shall be made no later than 30 days after the day on which the Note is paid in full;

(D) not invest "gross proceeds" in any acquired nonpurpose obligations so as to deflect arbitrage otherwise payable to the United States as a "prohibited payment" to the third party;

(E) refrain from investing any "gross proceeds" allocable to the Note in acquired nonpurpose obligations at a yield in excess of the yield on the Note to the extent such gross proceeds exceed in any calendar year more than 150% of the debt service requirements for the Note in that calendar year; and

(F) retain on file all records of the annual determination of the rebate amount until six (6) years after the retirement of the Note;

(2) the City hereby represents and covenants that any fees received by it in connection with the issuance of the Note shall be spent as quickly as practicable and until spent shall not be invested in acquired nonpurpose obligations the yield on which exceeds the yield on the Note.

ARTICLE FOUR

MISCELLANEOUS

4-1. Severability.

If any provision of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions or in all cases because it conflicts with any provisions of any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or paragraphs in this Resolution contained shall not affect the remaining portions of this Resolution or any part thereof.

4-2. Authentication of Transcript.

The officers of the City are directed to furnish to Bond Counsel certified copies of this Resolution and all documents referred to herein, and affidavits or certificates as to all other matters which are reasonably necessary to evidence the validity of the Note. All such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute recitals of the City as to the correctness of all statements contained therein.

4-3. Registration of Resolution.

The City Clerk is authorized and directed to cause a copy of this Resolution to be filed with the County Auditor of Ramsey County, and to obtain from said County Auditor a certificate that the Note as a bond of the City has been duly entered upon his bond register.

4-4. Authorization to Execute Agreements.

The forms of the proposed Loan Agreement, Pledge Agreement and Construction Loan Agreement are hereby approved in substantially the form heretofore presented to the City Council together with such additional details

therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by Bond Counsel prior to the execution of the documents, and the Mayor and City Clerk are authorized to execute the Loan Agreement, the Pledge Agreement and the Construction Loan Agreement in the name of and on behalf of the City and such other documents as Bond Counsel consider appropriate in connection with the issuance of the Note upon approval by the City Attorney as to the form. In the event of the absence or disability of the Mayor and City Clerk such officers of the City as, in the opinion of the City Attorney, may act in their behalf, shall without further act or authorization of the City Council do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers. The execution of any instrument by the appropriate officer or officers of the City herein authorized shall be conclusive evidence of the approval of such documents in accordance with the terms hereof.

Adopted: December 23, 1985

Mayor

Attest:

City Clerk

E-9

December 19, 1985

Action by Council:

MEMORANDUM

Endorsed _____

Modified _____

Rejected _____

Date _____

To: Acting City Manager Kenneth Haider
From: Director of Public Kenneth V. Collins *KVC*
Subject: Donation for Police and Fire Service From Trinity Baptist Church

Please find attached a check in the amount of \$400 from Trinity Baptist Church, 2220 Edgerton Street. They desire this to be a contribution for City services by the police and fire departments.

I recommend the City Council accept this donation and commend Trinity Baptist Church.

KVC:js

cc Finance Director

VENDOR:

TRINITY BAPTIST CHURCH

6378

OUR REF. NO.	YOUR INVOICE NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN	NET CHECK AMOUNT
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	12/15/85	#412	\$400.00	gift		
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Our Thanks for your Support in 1985

TRINITY BAPTIST CHURCH

2220 EDGERTON
ST. PAUL, MN 55117

ST. PAUL OFFICE 22-73/960
NORTHWESTERN STATE BANK
ST. PAUL, MINNESOTA 55106

6378

CHECK NO. CHECK DATE VENDOR NO.

FOUR HUNDRED and no/100 DOLLARS

12/15/85

CHECK AMOUNT

PAY
TO THE
ORDER
OF

Maplewood Fire & Police
1380 Frost Ave
Maplewood, Mn. 55109

\$400.00

Shuley E. Johnson

⑈00006378⑈ ⑆096000739⑆ 00⑈13⑈020⑈

Action by Council:

MEMORANDUM

Endorsed _____

Modified _____

Rejected _____

Date _____

TO: City Manager
FROM: Associate Planner--Johnson
SUBJECT: Code Amendment--CNG and LPG Facilities
DATE: November 13, 1985

SUMMARY

Request

1. Amend the BC, business commercial code to allow CNG (compressed natural gas) and LPG (liquid petroleum gas) dispensing facilities as a permitted use.
2. Amend the code to require annual licensing of CNG and LPG facilities.
3. Establish a licensing fee.

Comments

When properly installed, operated and maintained, CNG and LPG dispensing facilities are compatible with locations associated with service stations, sporting goods stores, warehouses and industrial uses. These facilities are less obtrusive and safer than gas stations. Since gas stations are permitted uses in BC, business commercial districts, these facilities should also be allowed as permitted uses in the BC districts.

If the code is amended as proposed, only one facility--Twin City Vending-- would become a nonconforming use. This means that council approval would be required if the facility were to be expanded. However, the nonconforming use status could be eliminated if the land use plan for this area were to be amended to BW, business warehousing. The BW classification would be more appropriate than the present designation of LSC, limited service commercial. Council recently tabled action on a plan amendment to BW for this area.

According to the fire marshal, CNG and LPG dispensing facilities can be hazardous if not properly installed, operated and maintained. Annual inspection and licensing are necessary to ensure compliance with all safety requirements.

Recommendation

1. Approve the enclosed ordinance (page 7), to (at least four votes are required for approval):
 - a. Classify CNG and LPG dispensing facilities as a permitted use in the BC zoning district.
 - b. Require annual inspection and licensing of these facilities.

2. Approve the enclosed resolution (page 9) to set an annual initial license fee, based upon the Uniform Building Code fee schedule, and an annual license renewal fee of \$15 per dispenser for CNG and LPG dispensing facilities.

BACKGROUND

Fire Marshal

LPG and CNG are highly flammable, but are compatible with locations in business and industrial areas if all safety requirements are complied with. LPG and CNG facilities need no more regulation than gas stations.

There is a public need to annually inspect the facilities and the qualifications of the operator(s) where CNG or LPG is transferred to motor vehicles or to end-use containers. Gas stations are similarly regulated.

Among the guidelines set forth by the National Fire Protection Association (NFPA), the area immediately under and adjacent to the storage tank must be kept uncluttered and free of flammable materials. The tank also must be kept painted and clean to ensure that rust or corrosion will not deteriorate the pressurized tank. Proper training of operators should also be checked.

Periodic inspection of these safety-related items is the responsibility of the local fire marshal. According to an official from the state fire marshal's office, they do not get involved, except if requested by a local official, after the installation of facilities with 2000 gallons or less of capacity. An official from the state office in charge of weights and measures stated that their only responsibility was to make sure that the metering devices accurately register the amount of gas dispensed.

There is no need to require annual inspections and licensing of facilities used solely to produce light and power for nonvehicle uses, such as those operated by NSP on Century Avenue and by 3M. These facilities and their operators are strictly regulated by the companies. The Uniform Fire Code provides adequate regulatory authority for these facilities.

Planning

1. If this proposal is approved, the operation of the LPG dispensing facility at Twin City Vending would be subject to the requirements of Section 36-17 of city code which conditionally permits any lawful use of a building or land existing at the effective date of any provision of the zoning code to continue as a nonconforming use. Any expansion would require city approval.

2. If these facilities are designated as permitted uses in the BC district, they would be regulated as follows in the M-1, light manufacturing district:

a. Section 36-186 (a) of the M-1, light manufacturing district code classifies as permitted uses: "Any use listed as a permitted use in a BC, business and commercial district, if the property is not designated for LSC, limited service commercial, or RM, residential medium density use on the city's comprehensive plan."

b. Section 36-187 (a)(3) of the M-1 district code requires a conditional use permit for "any use listed as a permitted use in a BC, business commercial district, if the property is designated for LSC, limited service commercial or RM, residential medium density use on the city's comprehensive plan."

Existing Facilities

LPG dispensers used to transfer this fuel to motor vehicles and to fuel containers for end-use are located at:

1. Larry's Live Bait and Sporting Goods
2626 White Bear Avenue
2. Sunrise Standard
White Bear Avenue and County Road D
3. Mike's LP Gas Service Center
Frost Avenue and Clarence Street
4. Twin City Vending
1065 Highway 36
5. Hejny's Rental
1829 White Bear Avenue

Sunrise Standard, Mike's LP and Larry's Bait are zoned for BC use and would become permitted uses under this proposal. Hejny Rental is located in an R-1, single dwelling district under a conditional use permit (CUP) to operate a rental equipment business. The principal use of the dispensing facility at Hejny Rental is to fuel portable heaters that are rented by contractors for winter construction. This use is consistent with the CUP for the business.

The facility at Twin City Vending, although zoned for M-1 use, would become a nonconforming use because the site is planned for LSC, limited service commercial use. (See the comment and planning sections.)

City Clerk

There is no provision in code to require licensing of CNG or LPG dispensing facilities, other than if operated by a gas station. Sunrise Standard, at White Bear Avenue and County Road D, has a motor fuel permit that includes their LPG dispenser.

Comments from the Owners of Existing Facilities

A draft copy of the proposed code was sent to the owners of each existing facility within the city. Twin City Vending did not oppose the code, provided they would be permitted to continue to use their facility. Mike's LP Gas suggested a couple of minor revisions that were acceptable. Hejny Rental questioned whether the proposed annual

inspections would duplicate inspections already being made by the state and gas suppliers and whether an annual inspection would be effective for making sure that the operators are properly trained. Larry's Live Bait felt that their facility is adequately regulated without the proposed code.

Survey of Other Communities

<u>Community</u>	<u>Licensing/Permit Required and Fee</u>	
	<u>Initial Installation</u>	<u>Annual Renewal</u>
White Bear Lake	Yes, UBC guidelines (one facility)	No
North St. Paul	Fire marshal approval--no fee (one facility)	No
Oakdale	Yes, conditional use permit--\$50	Yes--\$50
Woodbury	Fire marshal approval--no fee (two facilities)	No
Newport	Yes, \$15 fire inspection permit (temporary or permanent) (two facilities)	No
Roseville	Yes, UBC guidelines (several facilities)	Yes--\$10 (proposing \$15)
Little Canada	Yes, UBC guidelines (two facilities)	No
Vadnais Heights	Yes, UBC guidelines, plus a \$10 fire marshal permit (two facilities)	Yes, \$30 to city \$10 to fire marshal
St. Paul	(Not able to obtain information)	
Bloomington	Yes, \$25 per dispenser (several facilities)	Yes, \$25 per dispenser
Minnetonka	Yes, UBC guidelines (several facilities)	No

Gas Supplier Comments

The district manager for Texgas supports the proposal for annual city inspections of these facilities. According to this person, Texgas is one of the largest, if not the largest, suppliers of LP gas in this area. Their company has a policy of making quarterly inspections of the facilities, including operator training records, for which they supply this fuel. His concern is that some of their competitors may

not be as conscientious. He stated that the typical cost for a 1000 to 1500 gallon tank is about \$4500. Using the UBC guidelines, the license fee would be about \$50. He did not think this was unreasonable.

Procedure

1. Planning commission recommendation
2. City council: 1st reading
2nd reading and final decision

jw

Attachments

1. Ordinance amendment (zoning and licensing requirement)
2. Resolution (licensing fee)

ORDINANCE NO.

AN ORDINANCE RELATING TO ZONING AND LICENSING
REQUIREMENTS FOR CN AND LP GAS DISPENSING FACILITIES

Section 1. Sec. 36-153 (l)(j) and (k) of the BC, business commercial district are hereby amended as follows (language to be deleted is crossed out and language to be added is underlined):

Sec. 36-153 (l) of the BC, business commercial code:

(j) CNG (compressed natural gas) and LPG (liquid petroleum gas) dispensing facilities, except those whose primary purpose is to produce power and light for nonvehicle uses, such as at 3M, NSP's facility on Century Avenue and for temporary use in construction sites. Tanks shall not exceed a water capacity of 1500 gallons. The licensing requirements in Chapter 17.3 shall be complied with.

(j) (k) Any use of the same general character as any of the above uses, provided that no use which is noxious or hazardous shall be permitted.

Section 2. City code is hereby amended to add the following chapter:

Chapter 17.3
CNG AND LPG DISPENSING FACILITIES

Sec. 17.3-1. License required.

Except as stated in Section 17.3-2, a license shall be required to engage in the business of the dispensing of CNG (compressed natural gas) or LPG (liquid petroleum gas) to motor vehicles or to fuel containers for end use. All such facilities that were in existence prior to this requirement, shall obtain a license within three months of the date this ordinance becomes effective. A license shall not be issued until all zoning and site design requirements are satisfied and the fire marshal grants approval, based upon compliance with National Fire Protection Association (NFPA) Pamphlet 58.

Sec. 17.3-2. License exempted.

LNG (liquid natural gas), CNG or LPG facilities used solely to produce light or power for nonvehicle uses, such as at 3M, NSP's facility on Century Avenue and temporary use on construction sites, shall be exempted from licensing. CNG and LPG dispensing facilities that are licensed under a motor fuel station permit shall be exempted from licensing under Section 17.3-1.

Sec. 17.3-3. License duration.

All licenses issued under this chapter shall be subject to annual renewal. Renewal shall be subject to compliance with NFPA Pamphlet 58

requirements and any other requirements imposed as a condition of previous approval(s).

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

Passed by the City Council of the
City of Maplewood, Minnesota,
this day of , 1985.

Mayor

ATTEST:

City Clerk

Ayes--
Nays--

carefully compared the attached and foregoing extract of minutes of a regular meeting of the City of Maplewood, held on the _____ day of _____, 1985, with the original on file in my office, and the same is a full, true and complete transcript therefrom insofar as the same relates to the establishment of this annual licensing fee.

Witness my hand as such clerk and the corporate seal of the city this _____ day of _____, 1985.

City Clerk
City of Maplewood, Minnesota

B. Code Amendment--CNG and LPG Facilities

The commission questioned if these types of facilities should be fenced in for security purposes.

Fire Marshal Embertson said the dispensing units are installed within a housing structure. Also, they do ask for protection around the tanks.

The commission questioned if these facilities could be installed within a large commercial building such as the mall.

Fire Marshal Embertson said LP dispensing facilities are not allowed within a building at all. Compressed natural gas is also not permitted within a building.

Commissioner Hejny said she would have to abstain from voting on this proposal because she is involved with dispensing facilities.

Commissioner Whitcomb moved the planning commission recommend the city council approve the ordinance to:

1. Classify CNG and LPG dispensing facilities as a permitted use in the BC zoning district
2. Require annual inspection and licensing of these facilities

Also the planning commission recommends the city council approve the resolution to set an annual initial license fee, based upon the Uniform Building Code fee schedule, and an annual license renewal fee of \$15 per dispenser for compressed natural gas and liquid petroleum gas dispensing facilities. Complete names of two gases should be given in title of ordinance proposed.

Commissioner Barrett seconded

Ayes-- Commissioners Axdahl,
Barrett, Cardinal, Ditch, Ellefson, Fischer, Larson, Sigmundik, Sletten, Whitcomb
Abstained--Commissioner Hejny

IX. UNFINISHED BUSINESS

X. COMMISSION PRESENTATIONS

A. Council Meeting of November 6, 1985

XI. STAFF PRESENTATIONS

A. Commission Representative Council Meeting 11-25-85

No representative required.

XII. ADJOURNMENT

Meeting adjourned at 8:30 p.m.

PLANNING FEES

Section 1. Section 36-26 of the Zoning Code of the City of Maplewood is hereby amended as follows:

Sec. 36-26. Fees. The following nonrefundable application fees shall be required:

Zone Change	\$146	Action by Council:
Conditional Use Permit	146	Endorsed_____
Planned Unit Development	146	Modified_____
Comprehensive Plan Amendment	146	Rejected_____
Variances:		Date_____
R-1	42	
All other districts	83	
Vacations	47	
Lot Divisions	31 for each lot created	
Preliminary Plat	146	
Home Occupation Permit	42 for the initial permit and 16 for an annual renewal	
Final Plat	31	

*This fee shall be increased by \$10 for each affected property, to pay for the County's recording fee

Section 2. Section 36-258 of the sign code is amended as follows:

Sec. 36-258. Fees.

(1) A sign erection permit fee (except for billboards) shall be paid in accordance with the following schedule:

<u>Square Feet</u>	<u>Fee</u>
1 - 10	\$ 11
11 - 25	16
26 - 50	26
51 - 100	62
over 100	114

(2) The fee for erection of billboards shall be \$9.00 for the first five square feet, plus 49¢ for each additional square foot.

(3) The annual license fee for billboards shall be \$213.

Section 3. This ordinance shall take effect on January 1, 1986.

Passed by the Maplewood City Council on _____.

Mayor

Attest:

Clerk

Ayes--
Nays--

F-3

MEMORANDUM

Action by Council:

Endorsed _____
Modified _____
Rejected _____
Date _____

TO: City Manager
FROM: Thomas Ekstrand--Associate Planner
SUBJECT: Street and Alley Vacation
LOCATION: Price Street, East of Rice Street and Alley
APPLICANT: Brody Associates, Inc.
DATE: November 27, 1985

SUMMARY

Request

Vacation of the easterly 270 feet of Price Street, lying between Rice Street and the railroad tracks. Also, vacation of the alley to the south.

Proposal

1. The applicant would like this vacation to incorporate the land into a proposed small retail center to the south. He eventually would like to develop the property to the north as well.
2. The applicant does not wish to vacate the westerly half of Price Street, since he proposes to use this as access to Block Seven, his future phase of development.
3. Part of this right-of-way is used as a driveway to the Laber home. (See page 7.)

Comments

There is no public need to retain the alley right-of-way or the easterly 270 feet of Price street. There should, however, be sanitary sewer easements retained over the easterly 20 feet of each. An access easement for the driveway to the Laber house should be given to the Labers before the city records the street vacation.

Recommendation

1. Adoption of the resolution on page 9, vacating the east-west alley in Block Eight of St. Aubin and Dion's Rice Street Addition. The vacation is on the basis that there is no public need to retain this right-of-way. Approval is subject to the retention of the easterly 20 feet as an easement for sanitary sewer.
2. Adoption of the resolution on page 11, vacating the easterly 270 feet of Price Street lying between Rice Street and the railroad tracks. The vacation is on the basis that there is no public need to retain this right-of-way for street purposes. Approval is subject to:

a. The retention of the easterly 20 feet as an easement for sanitary sewer.

b. The property owner to the south giving the Labers an easement for their driveway before the vacation resolution is recorded by the city.

BACKGROUND

Price Street Description

1. Size: 60 by 270 feet.
2. Easements: there is a sanitary sewer easement over the easterly 20 feet abutting the railroad right-of-way.
3. Existing use: the driveway to the Laber house, plus the combined parking lot and drives for Laber Liquors and Sparks Tune Up.

Alley Description

1. Size: 16 by 440 feet.
2. Easements: there is a sanitary sewer easement over the easterly 20 feet abutting the railroad right-of-way.
3. Existing use: undeveloped.

Surrounding Land Uses (Surrounding Block Eight--Proposed for Development)

Northerly: a single dwelling on a large piece of commercially zoned land.

Southerly: a proposed multi-tenant retail building with a transmission repair shop, plus a freestanding auto supply store. The larger of the two proposed buildings would directly abut Price Street.

Easterly: railroad right-of-way.

Westerly: Laber's Liquors and a Sparks Tune Up.

Past Action

6-16-63:

Council approved the vacation of the north-south alley in Block Eight, along the west edge of the proposed site.

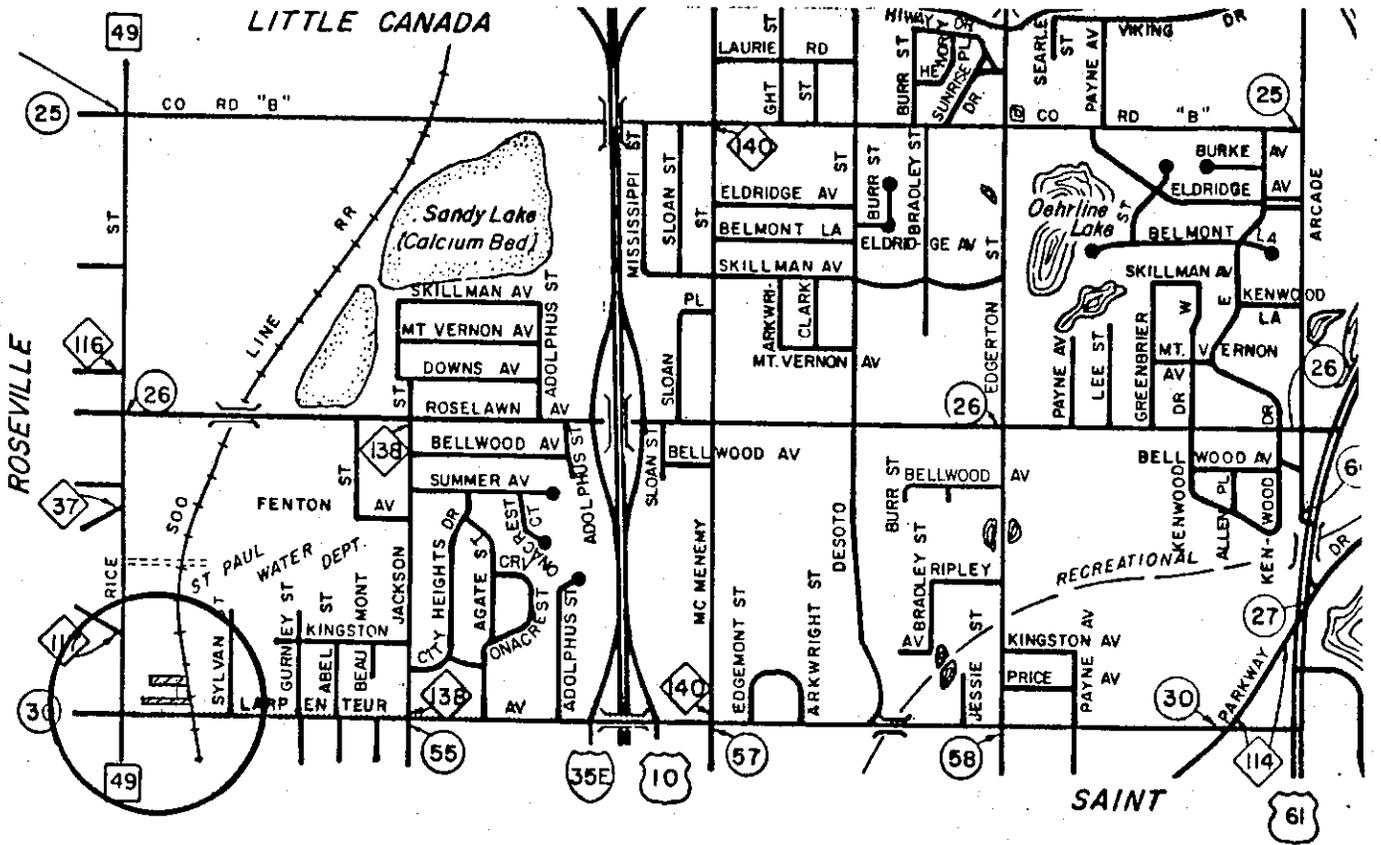
PLANNING CONSIDERATIONS

1. Land use plan designation: SC, service commercial.
2. Zoning: BC, business commercial.
3. Section 412.851 of State Statutes allows a city to vacate any interest in property when the council makes a finding that "it appears to be in the public interest to do so."

jc

Attachments:

1. Location Map
2. Property Line/Zoning Map
3. Price Street--existing use
4. Applicant's written request
5. Resolution--alley
6. Resolution--Price Street

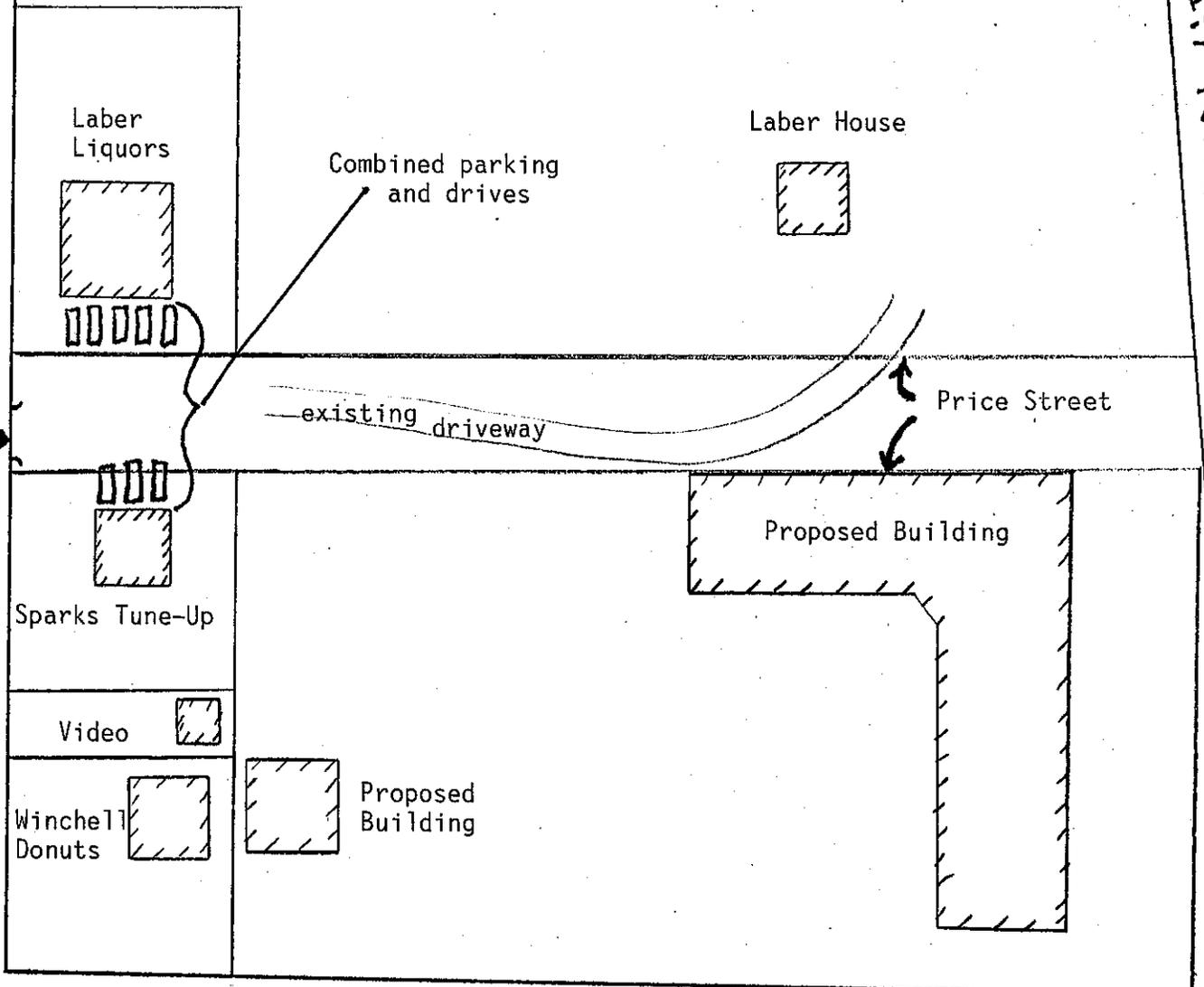


LOCATION MAP



Rice Street

Rail Road R.O.W.



Laber Liquors

Laber House

Combined parking and drives

Curb Cut

existing driveway

Price Street

Proposed Building

Sparks Tune-Up

Video

Winchell Donuts

Proposed Building

Larpeyter Avenue

PRICE STREET
Existing Use



Applicant's Written Request

As part of the development of the Marco Construction Co./Brody Associates retail plaza development on Larpenteur Avenue between the railroad tracks and the existing Winchell's Donut Shop just East of Rice Street, a request is hereby made for vacation of the public alley located in the middle of Block 8, St. Aubin and Dion's Rice Street Addition as shown in orange on the attached plat. It is necessary to vacate this alley as it is located in the middle of the block upon which the development is proposed. Upon development of the site, the alley which is dedicated, but not open, will no longer be needed in as much as there will be hard surface driveways to the middle of the property. The part of the alley to be vacated is shown in orange on the attached plat.

In addition to the alley vacation, we are requesting the vacation of part of St. Aubin Street, a dedicated street, which, like the alley, has not been opened. Specifically, the request is to vacate that part of St. Aubin's Street which lies East of a line running perpendicular to and extended North of the West line of Lot 7, Block 8, St. Aubin and Dion's Rice Street Addition. This area is shown in yellow on the attached plat. The reason for the street vacation is to accommodate the development by allowing the developer to locate the North line of the building approximately on the South line of St. Aubin Street as shown on the attached site plan. The building set back would then be in the former street.

That part of St. Aubin's Street lying West of the West line of Lot 7 is not requested to be vacated because access from Rice Street is needed to accommodate future development on Blocks 6 and 7, St. Aubin and Dion's Rice Street Addition.

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Maplewood, Minnesota was duly called and held in the council chambers in said city on the day of 1985 at 7 p.m.

The following members were present:

The following members were absent:

WHEREAS, Brody Associates, Inc. initiated proceedings to vacate the public interest in the following described property:

The east-west alley within Block 8 of St. Aubin and Dion's Rice Street Addition.

WHEREAS, the following adjacent properties are affected:

Lots 1 - 9 and 17 - 25, Block 8, St. Aubin and Dion's Rice Street Addition.

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

1. A majority of the owners of property abutting said alley have signed a petition for this vacation;
2. This vacation was reviewed by the planning commission on December 2, 1985. The planning commission recommended to the city council that this vacation be
3. The city council held a public hearing on , 1985 to consider this vacation. Notice thereof was published and mailed pursuant to law. All persons present at this hearing were given an opportunity to be heard and present written statements. The council also considered reports and recommendations of the city staff and planning commission.

WHEREAS, upon vacation of the above-described alley, public interest in the property will accrue to the following described properties:

Lots 1 - 9 and 17 - 25, Block 8, St. Aubin and Dion's Rice Street Addition.

NOW, THEREFORE, BE IT RESOLVED, by the Maplewood City Council that it is in the public interest to grant the above-described vacation on the basis that this alley is not needed for public right-of-way purposes.

This vacation is subject to the retention of an easement for sanitary sewer over the easterly 20 feet.

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Maplewood, Minnesota was duly called and held in the council chambers in said city on the day of , 1985 at 7 p.m.

The following members were present:

The following members were absent:

WHEREAS, Brody Associates, Inc. initiated proceedings to vacate the public interest in the following described property:

The easterly 270 feet of Price Street lying between Rice Street and the railroad tracks in Section 18, Township 29, Range 22.

WHEREAS, the following adjacent properties are affected:

Lots 19 - 25, Block 7 and Lots 1 - 7, Block 8 of St. Aubin and Dion's Rice Street Addition.

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

1. A majority of the owners of property abutting said street right-of-way have signed a petition for this vacation;

2. This vacation was reviewed by the planning commission on December 2, 1985. The planning commission recommended to the city council that this vacation be

3. The city council held a public hearing on , 1985 to consider this vacation. Notice thereof was published and mailed pursuant to law. All persons present at this hearing were given an opportunity to be heard and present written statements. The council also considered reports and recommendations of the city staff and planning commission.

WHEREAS, upon vacation of the above-described street right-of-way, public interest in the property will accrue to the following described abutting properties:

Lots 19 - 25, Block 7, and Lots 1 - 7, Block 8 of St. Aubin and Dion's Rice Street Addition

NOW, THEREFORE, BE IT RESOLVED by the Maplewood City Council that it is in the public interest to grant the above-described vacation on the basis that this section of right-of-way is not needed for public street use.

This vacation is subject to the retention of an easement for sanitary sewer over the easterly 20 feet.

5. Revise the proposed utility easement over Lots 12, 13 and 23 to a 30-foot wide easement, centered on the proposed water main. The water main shall be constructed on a straight line between the tie-in in English Street and its connection with the proposed main in McAfee Circle.

6. Submission of signed agreements with Northern States Power and Bell Telephone prior to final plat approval.

7. Recording the underlying street and alley vacations before the final plat is recorded.

Commissioner Fischer seconded Ayes--Commissioners Axdahl,
Barrett, Cardinal, Fischer, Larson, Sigmundik, Whitcomb

B. Street and Alley Vacation--Price Street

Secretary Olson said the request is to vacate the easterly 270 feet of Price Street, lying between Rice St. and the railroad tracks. Also, vacation of the alley to the south. Staff is recommending approval of the request.

Steve Hickok, representing Brody Associates and Marko Construction on the project, said he had no further comments. He said he was aware the street name was Price Street, rather than St. Aubin as stated in their request.

The commission questioned why the complete right-of-way of Price Street is not being vacated at this time.

Mr. Hickok said it may be used in the future for some access on Price into the north property.

The commission questioned if there would be a problem with the elevation adjacent to Larpenteur.

The applicant said he thought some fill would be required.

The commission indicated concern with future maintenance of the small portion of Price Street once the property to the east develops.

Secretary Olson said generally there is an agreement made that a small portion of street that would be used for a private access drive would be maintained by the developer/owner of the commercial development.

Commissioner Fischer moved the planning commission recommend the city council adopt the resolution vacating the east-west alley in Block Eight of St. Aubin and Dion's Rice Street Addition. The vacation is on the basis that there is no public need to retain this right-of-way. Approval is subject to the retention of the easterly 20 feet as an easement for sanitary sewer.

Also, the commission recommends adoption of the resolution vacating the easterly 270 feet of Price Street lying between Rice Street and the railroad tracks. The vacation is on the basis that there is no public need to retain this right-of-way for street purposes. Approval is subject to:

1. The retention of the easterly 20 feet as an easement for sanitary sewer.
2. The property owner to the south giving the Labers an easement for their driveway before the vacation resolution is recorded by the city.

Commissioner Larson seconded Ayes--Commissioners Axdahl, Barrett,
Cardinal, Fischer, Larson, Sigmundik, Whitcomb

IX. UNFINISHED BUSINESS

X. COMMISSION PRESENTATIONS

A. Council Meeting November 25, 1985

XI. STAFF PRESENTATIONS

A. Planning Commission Representative: December 9, 1985--Dorothy Hejny

XII. ADJOURNMENT

Meeting adjourned at 8:55 p.m.

#-1

MEMORANDUM

Action by Council:

TO: City Manager
FROM: Finance Director *R. Christ*
RE: Budget Change - LOGIS
DATE: December 12, 1985

Endorsed _____
Modified _____
Rejected _____
Date _____

It is my understanding that the Council tabled this item at their December 9th meeting because they wanted additional information. Attached are the following:

- 1) November 27, 1985 memo which was the staff report for the December 9th meeting.
- 2) June 10, 1985 memo which was an evaluation of the new data processing system in the Finance Department after a six-month trial period.
- 3) August 6, 1984 memo which included a recommendation to purchase new data processing hardware and software.

It is disappointing that the accounting and purchasing software from Tele-Terminals did not work as well as their payroll and utility billing software does. It is even more disappointing that the contingency plan to purchase accounting and purchasing software from CSI is not feasible. However, these disappointments are somewhat offset by the successful implementation of payroll and utility billing software that will save the City about \$12,000 in LOGIS costs for 1986.

The 1986 Budget for the General Fund Contingency Account includes \$130,000 to cover unanticipated expenditures. It is recommended that the Council approve a 1986 Budget transfer of \$20,170 from the General Fund Contingency Account to the Finance Department budget to finance the unanticipated LOGIS data processing costs.

DFF:lnb

MEMORANDUM

Action by Council:

TO: City Manager
FROM: Finance Director *K. Rust*
RE: Budget Change - LOGIS
DATE: November 27, 1985

Endorsed _____
Modified _____
Rejected _____
Date _____

A 1986 Budget transfer is needed to finance unanticipated LOGIS data processing costs. During the past year, payroll and utility billing software was installed on the computer in the Public Safety Department. This has allowed us to discontinue using LOGIS data processing services for payroll and utility billing, which will save money in the long run. The LOGIS costs for these services in 1986 alone would be about \$12,000.

Accounting and purchasing software was also installed and tested on the City's computer. However, this software had several weaknesses and was not implemented. When the 1986 Budget was prepared, it was anticipated that software from a different vendor could be used instead. A recent evaluation of this software has indicated that it also has several weaknesses. This means that the City will have to continue the LOGIS accounting and purchasing software. The unanticipated additional costs of this are \$20,170.

It is recommended that the Council approve a 1986 budget transfer of \$20,170 from the Contingency Account to the Finance Department budget to finance the unanticipated LOGIS data processing costs.

DFF:lnb

MEMORANDUM

TO: City Manager
FROM: Finance Director *R. Brust*
RE: Evaluation of Finance Department Data Processing System
DATE: June 10, 1985

BACKGROUND

On August 13, 1984 the Council approved a proposal for the City to terminate its membership with LOGIS and purchase computer hardware and software from Tele-Terminals, Inc. to expand the computer system in the Public Safety Department for utility billing, payroll, accounting and purchasing. (Attached is the August 6, 1984 memorandum which has detailed information regarding the proposal approved by the Council.) In September an agreement was negotiated with Tele-Terminals, Inc. which included a provision for the lease of all software on a six-month trial basis with 100% of the lease payments to be credited toward the purchase of the software. On December 13, 1984 the computer hardware was installed and the lease of all but the utility billing software began.

During the past six months, the new payroll software was tested and successfully implemented to replace the LOGIS payroll system. Also during this period, the new accounting and purchasing software has been tested but has not been implemented to replace the LOGIS software.

EVALUATION OF NEW SYSTEM

Since the six-month lease period for the payroll, accounting and purchasing software expires June 13th, a decision must be made whether to continue the lease, purchase the software, or return it to the vendor. The new Finance Department data processing system was proposed primarily to save money. In addition, the new system was anticipated to eliminate certain problems that existed with LOGIS, such as slow response to software modification requests and lack of a menu-driven format.

An evaluation of the new payroll software indicates that it is significantly better than the LOGIS payroll software. This is partly because the input is easier, data transmission errors are no longer a problem, and the software is in a menu-driven screen format. Also, the cost of the new payroll software has been reduced from \$6,500 to \$3,500 because the vendor made certain enhancements at no charge and because a major modification for payroll benefit accounting has not been needed. Excluding hardware costs, the new payroll software will cost approximately \$3,600 less per year than LOGIS.

An evaluation of the accounting and purchasing software indicates that it has significant weaknesses compared to the LOGIS software. These weaknesses include the following:

1. Entries for cash receipts require 250% more time than LOGIS, which would amount to about 375 hours on an annual basis.
2. Entries cannot be made directly to general ledger accounts without the use of function codes, which is extremely cumbersome.
3. Program modifications are needed to produce a trial balance report for the annual audit.
4. Journal entries to budgetary accounts are not automatically posted to general ledger controlling accounts.
5. Debit entries cannot be made on cash receipts.
6. Batch numbers, rather than source document numbers, are listed on reports.

Modification of the software to eliminate those problems would cost in excess of \$43,000. This is excessive because the purchase price of the accounting and purchasing software is only \$7,000.

COSTS INCURRED FOR NEW SYSTEM

The following capital outlay amounts have been spent on the new data processing system to date:

Hardware:

Finance Department	\$ 8,949
City Clerk Department	4,646
General - for all depts.	14,474

Software:

Finance Department	3,562
City Clerk Department	<u>2,545</u>
TOTAL	\$34,176

More was spent for the Finance Department because it used three software modules (payroll, accounting and purchasing) compared to one software module (utility billing) used by the City Clerk's Department. The "general" hardware for all departments provided the additional memory and expansion capabilities for all departments to use the computer for such things as word processing. Also, the Public Safety Department needed the additional memory for their applications.

OPTIONS AVAILABLE

The following options are available at this time:

1. Purchase all of the software despite the problems. The advantages of this would be to allow 100% of the lease payments to be applied toward the purchase of the software and enable the City to discontinue paying the LOGIS charges. The disadvantages are that the accounting/purchasing software would be difficult to use and would require additional labor to operate.
2. Purchase the payroll software only and continue to use the LOGIS accounting/purchasing software. The advantages of this would be:
 - a. 100% of the lease payments (\$1,155) on the payroll software could be applied toward the purchase price.
 - b. Excluding hardware costs, the new payroll software will cost approximately \$3,600 less per year than LOGIS.
 - c. The new payroll software has significantly better features than the LOGIS payroll software.

The disadvantage of this is that there would be no way to have the City computer automatically post the payroll data to the accounting program on the LOGIS computer.

3. Return all of the new software to the vendor and use LOGIS for payroll and accounting/purchasing. The only advantage of this is that the LOGIS computer could automatically post the payroll data to the accounting software.

The disadvantages are:

- a. The money invested in the hardware and software to date would be wasted.
- b. Additional labor costs would be incurred to change back to the LOGIS payroll software as the new software is presently being used to generate payroll checks and reports.
- c. The LOGIS payroll software costs approximately \$3,600 more per year than the new software.
- d. The LOGIS payroll software is not as good as the new software.

The best option is the second one because it has more advantages and the least number of disadvantages. Also, it should be noted that the software vendor is considering making modifications to the software that would eliminate the weaknesses listed in the first part of this report. If these modifications are made, purchase of the software should be reconsidered in the future after the modifications have been completed. Another option that will be investigated is the purchase of accounting/purchasing software from another vendor. The problem with this is that there is not a lot of software available for the City's Texas Instruments brand mini-computer.

RECOMMENDATION

It is recommended that the City purchase the payroll software from Tele-Terminals, Inc. but continue to use the LOGIS accounting/purchasing software.

DFF:lnb

MEMORANDUM

Action by Council:

TO: City Manager
FROM: Finance Director *Blust*
RE: Purchase of Computer Hardware and Software
DATE: August 6, 1984

Endorsed
Modified _____
Rejected _____
Date 8-13-84

PROPOSAL

It is proposed that the City terminate its membership with LOGIS and authorization be given to purchase computer hardware and software (under existing State contracts) to expand the computer in the Public Safety Department for utility billing, payroll, accounting and purchasing.

BACKGROUND

In 1982, the Council approved a data processing proposal that involved the City becoming a member of the LOGIS data processing consortium for utility billing, payroll, accounting and purchasing applications. Previously, the City was a member of the Ramsey County Data Processing Consortium. The basic differences between these organizations were the Ramsey County Consortium consisted of fewer cities, had a smaller staff, had less software available, had slower turnaround time on reports and operated on a batch-mode basis. The transition to LOGIS resulted in improved data processing services primarily because it operates on an on-line basis wherein transactions are recorded and accounts updated immediately upon data entry. In addition, LOGIS produces data processing reports within 24 hours after they are ordered, which is a tremendous improvement over the Ramsey County Consortium.

There are some problems with LOGIS, however. First, the software is not in a menu-driven format, which causes it not to be very "user friendly". Second, there are certain features of the software that are difficult to cope with. For example, accounting system checks generated by the computer are assigned a check number consisting of the Julian date and vendor number. Thus, all checks have two numbers: the computer-generated number and the pre-printed check (forms control) number. Third, the LOGIS staff is not very responsive to software modification requests. Fourth, and most important of all, LOGIS is expensive compared to an in-house data processing system and new software that recently has become available.

EXISTING COMPUTER HARDWARE

The City currently has a Texas Instruments mini-computer (TI990) in the Public Safety Department which is being acquired on a lease-purchase contract through the State. This computer has a 256,000 character memory, 224 megabyte disk storage, four terminals and two printers. Presently this computer system is used only by the Public Safety Department, but it does have the capability to be expanded.

The City also has three Hewlett-Packard micro-computers that are used by the Public Works, Community Development, Finance and City Clerk's Departments. These computers are used for word processing, spreadsheet preparation, fuel monitoring and engineering applications. In addition, two of the micro-computers are used as terminals to communicate with the LOGIS computers. The three micro-computers do not have sufficient memory capacity (and cannot be expanded) to handle the applications provided by LOGIS. However, these micro-computers can be used as terminals to communicate with the TI990 in the Public Safety Department.

OPTIONS AVAILABLE

The following options exist regarding data processing for utility billing, payroll, accounting and purchasing activities:

1. Continue to use LOGIS services
2. Return to the Ramsey County Consortium
3. Expand the TI990 computer in our Public Safety Department and purchase the required software.

Continued membership with LOGIS would be a viable option if it appeared in the future that it would become less expensive and the other problems cited earlier could be alleviated. However, it is unlikely that these changes will occur. The 1984 Budget for LOGIS included a 10% increase in their billing rates and the Proposed 1985 Budget included additional increases of over 6%. The other problems with LOGIS will be compounded in the near future as three of their top staff are leaving for other jobs. In addition to this, the City of Morris terminated its LOGIS membership last year, Fridley will be withdrawing from LOGIS the end of this year and Roseville is having second thoughts about joining LOGIS this year. (Fridley will be expanding its TI990 computer in their Public Safety Department, which is what this report recommends.)

The second option of returning to the Ramsey County Consortium would be a step backward, as the City would have to wait days or weeks for computer reports. Presently, this consortium has four cities. However, the City of New Brighton has given notice to the Consortium that it will be withdrawing from membership at the end of this year. It is questionable whether this consortium will continue much longer with only three cities. (New Brighton plans to acquire a TI990 computer and software, which is what this report recommends.)

The third option, which involves expansion of the TI990 computer in our Public Safety Department is the best option at this time for the following reasons:

1. It will be about \$80,000 cheaper over the next 5 years, compared to LOGIS (see Exhibit A).
2. The new software that is available for purchase by cities on State contracts is more user-friendly than the LOGIS software.
3. Specific features of the software are better designed. For example, accounting system check numbers are the same as the pre-printed check numbers.
4. The vendor (Tele-Terminals, Inc.) that would be providing the software is very responsive to customer requests, according to a check of their references.

PROPOSED COMPUTER SYSTEM EXPANSION

Expansion of the TI990 computer system in the Public Safety Department for utility billing, accounting, payroll and purchasing applications involves the following costs:

\$31,199	Computer hardware
2,215	Hardware installation
19,591	Computer software
300	Software installation
2,200	Conversion costs
2,500	Contingency
<u>\$58,005</u>	Total

An itemization of the computer hardware and software proposed for purchase is shown in Exhibit B. The proposed purchase of two terminals and an IBM microcomputer will eliminate the problems that have occurred with six employees trying to share one microcomputer. It should be noted that the 1985 Budget requests for the Public Safety Department includes \$11,545 for part of the computer hardware and installation costs to expand the system to meet their needs. If this request is approved, the additional cost would be \$46,460 (\$58,005 - \$11,545) to add the hardware and software for financial applications.

Assuming the City starts converting to the TI990 in October, a majority of the expense for computer software would not be incurred until 1985 as it can be acquired on a lease-purchase contract without interest charges. Thus, the 1984 expense for software would be approximately \$4,600. Total 1984 expenses would be about \$42,700; approximately one-third of this could be financed out of the Sewer Fund for the portions related to utility billing. It is proposed that the remaining amount be financed by the amount originally appropriated for the purchase of a phone system. (Last fall a consultant recommended that we keep our present phone system.)

RECOMMENDATION

It is recommended that the Council authorize the following:

- A) Termination of membership in LOGIS
- B) An agreement with Tele-Terminals, Inc. for the purchase of computer hardware and software under existing State contracts.
- C) Appropriate 1984 and 1985 Budget adjustments to finance the computer system expansion as outlined in this report.

COMPARISON OF PROJECTED LOGIS COSTS
VS.
EXPANDED TI990 COMPUTER SYSTEM
1985 THRU 1989

TI990 COSTS:

Initial one-time expenses:

Hardware	\$ 33,414
Software	19,891
Conversion	2,200
Contingency	<u>2,500</u>
	\$ 58,005

Optional parallel run with LOGIS from 1/84 - 3/84	\$ 9,360
Maintenance costs, 1985-1989	44,658*
Cost of supplies, 1985-1989	<u>15,136*</u>
Total	\$127,159

LOGIS COSTS:

Annual membership fees, 1985-1989	<u>\$206,886*</u>
Projected Savings	\$ 79,727

* Based on an annual inflationary increase of 5% per year.

ITEMIZATION OF COMPUTER HARDWARE AND SOFTWARE
FOR EXPANDED TI990 COMPUTER SYSTEM

Hardware:

\$ 8,500	160 Megabyte Fixed Disk (1)
7,245*	Memory Upgrade
4,000*	Expansion Chassis (1)
2,400	Terminals (2)
2,743	IBM PC with Peripherals (1)
3,035	Printers (2)
2,450	OCTACOMM Board (1)
<u>826</u>	Cables and Switch Box
\$31,199	Total

Software:

\$ 6,500	Payroll Module
5,000	Utility Billing Module
3,750	Accounting Module
3,500	Purchasing Module
<u>841</u>	Miscellaneous Software
\$19,591	Total

* Indicates items included in the Public Safety Department 1985 Budget requests.

H-2

Action by Council:

Endorsed _____
Modified _____
Rejected _____
Date _____

MEMORANDUM

TO: City Manager
FROM: Associate Planner--Johnson
SUBJECT: Tax-Exempt Financing (Final Approval)
LOCATION: Stillwater Road and Stillwater Avenue
APPLICANT/OWNER: Tri-State Maple Ridge Limited Partnership
PROJECT: Silver Ridge Apartments (formerly known
as Maple Ridge Estates)
DATE: December 3, 1985

SUMMARY

Request

Grant final approval for \$5.5 million in tax-exempt mortgage revenue financing for this apartment complex.

Comments

This project meets the city's criteria for approval. The developer will pay a program participation fee to the city of \$13,750. In addition, the city will receive an annual fee of approximately \$6,220 over the life of the bond issue (10 years). This is a requirement for city approval.

Recommendation

Approve the resolution on page 5 to grant final approval for \$5.5 million in tax-exempt financing for the Silver Ridge apartment complex, subject to paying the annual program participation fee at the bond closing.

BACKGROUND

Past Actions

3-11-85:

Council gave final tax-exempt financing approval to the Maple Ridge Apartments (Podawiltz) for \$3.8 million. The bond closing was October 10, 1985.

7-22-85:

Council gave preliminary approval to the requested financing, subject to construction beginning within one year. Construction is underway.

Planning

All zoning, platting and site and building plan approvals have been given.

Legal

The city's bond counsel, Mary Ippel of Briggs and Morgan, has stated that all of the documents required for this financing are consistent with the city's requirements.

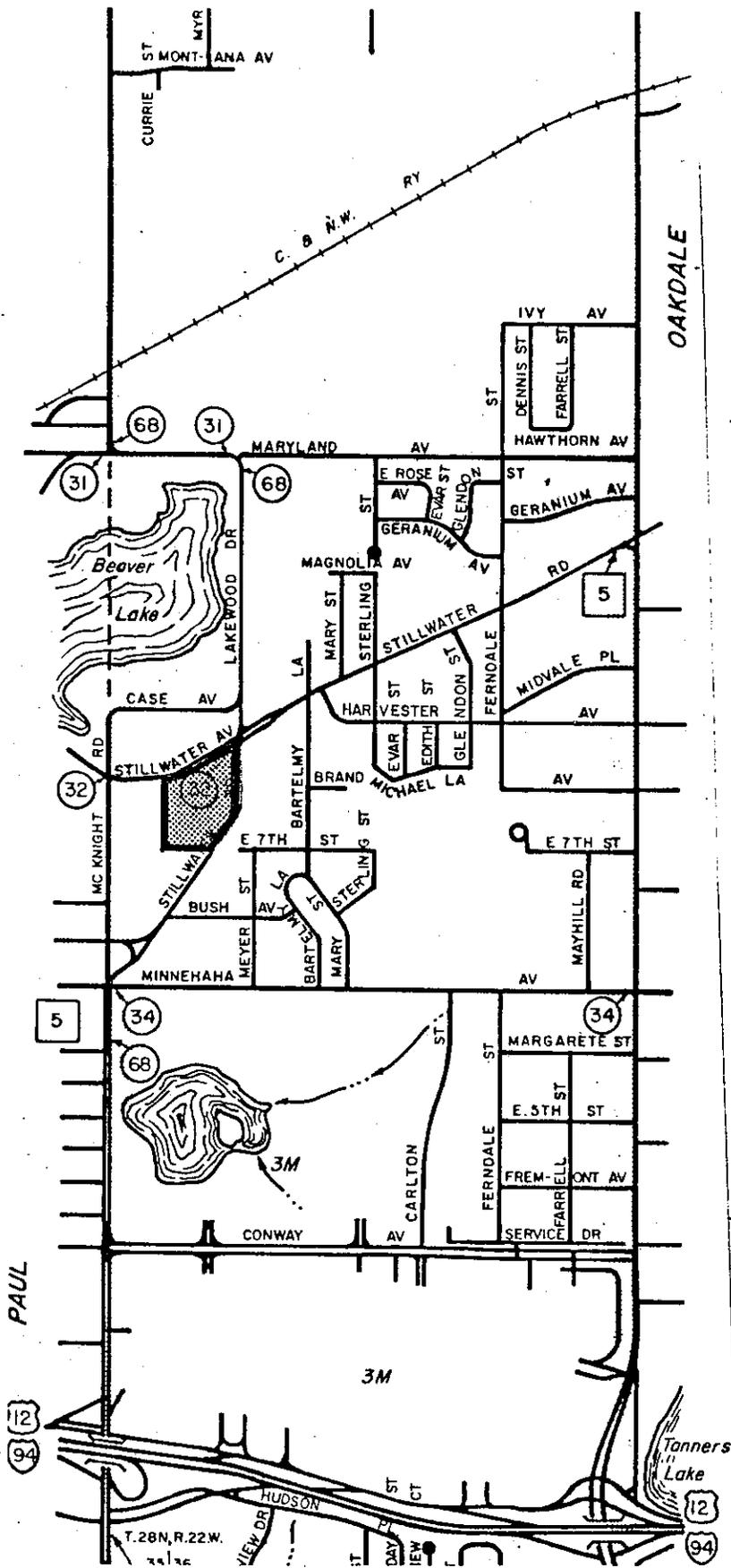
Procedure

City council decision

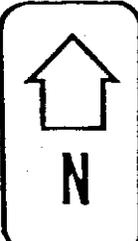
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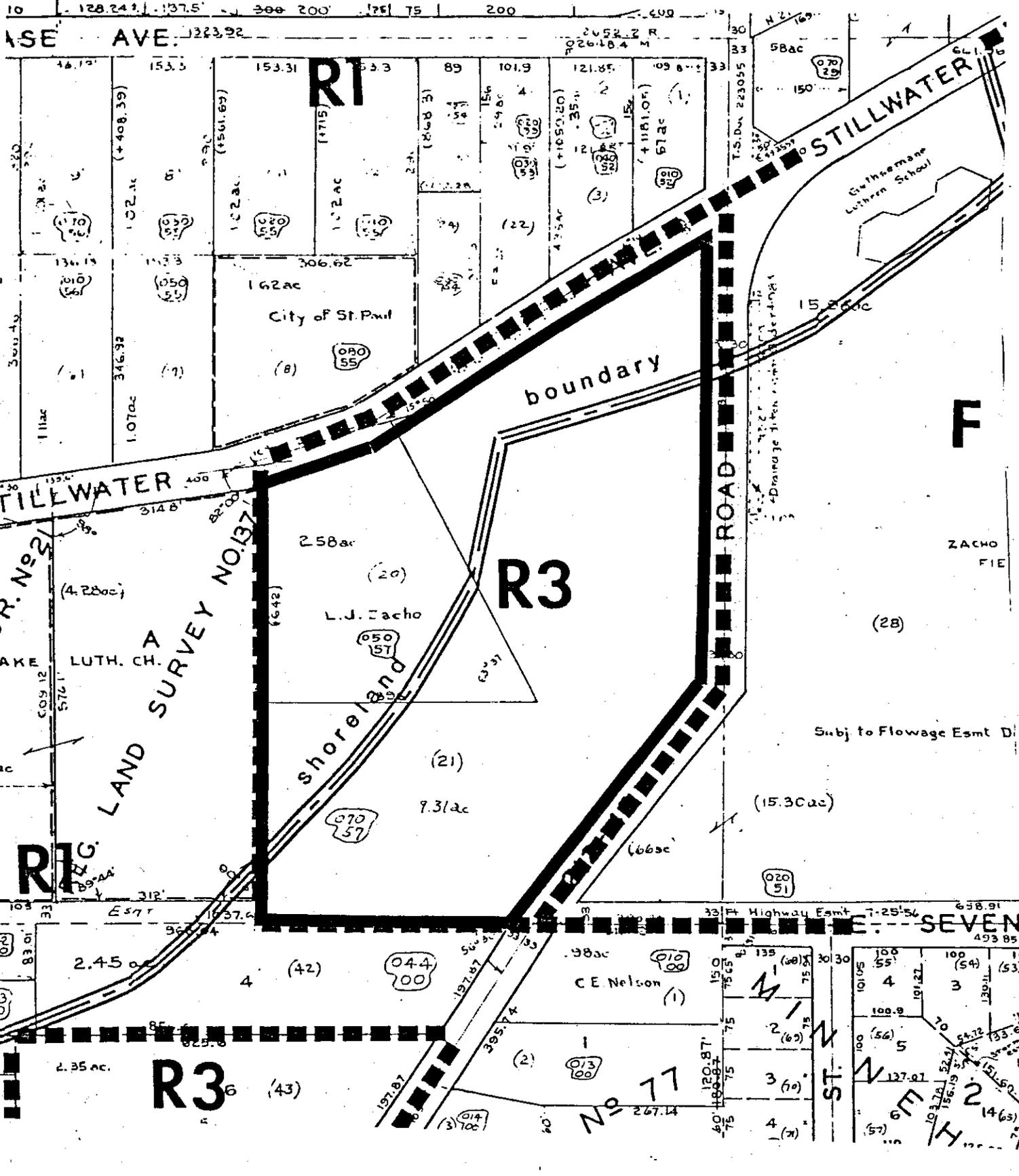
Attachments

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



LOCATION MAP





PROPERTY LINE / ZONING MAP

Attachment 2



RESOLUTION NO. _____

RESOLUTION AUTHORIZING A PROJECT AND HOUSING
PROGRAM UNDER MINNESOTA STATUTES,
CHAPTER 462C (MUNICIPAL HOUSING PROGRAMS)
AND AUTHORIZING THE ISSUANCE OF
MULTIFAMILY HOUSING REVENUE BONDS TO FINANCE
THE PROJECT AND PROGRAM AND AUTHORIZING THE
EXECUTION OF VARIOUS DOCUMENTS IN
CONNECTION THEREWITH

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

1. The Council has received a proposal from Tri-State Maple Ridge Limited Partnership, a Minnesota limited partnership, (the "Company") that the City undertake to finance a certain Project and multifamily rental housing program for such Project as herein described, pursuant to Chapter 462C, Minnesota Statutes (the "Act"), through the issuance by the City of its \$5,500,000 Multifamily Housing Revenue Bonds, Series 1985 (Silver Ridge Apartments Project) (the "Bonds"), and in accordance with a Bond Purchase Agreement (the "Bond Purchase Agreement") between the City, the Company, and Dain Bosworth Incorporated or designee (the "Bond Purchaser").

2. The Company desires to acquire and construct a multifamily housing development consisting of approximately six buildings containing 186 units and related improvements including parking facilities (hereinafter referred to as the "Project") in the City. The Project as described above will

facilitate the development of rental housing within the community; encourage the development of affordable housing opportunities for residents of the City, encourage the development of housing facilities designed for occupancy by persons of low or moderate income and assist such persons in obtaining decent, safe and sanitary housing at rentals they can afford; encourage the development of blighted or underutilized land within the boundaries of the City; and will otherwise further the policies and purposes of the Act; and the findings made in the Preliminary Resolution adopted by this Council on July 22, 1985 with respect to the Project are hereby ratified, affirmed and approved.

3. It is proposed that, pursuant to a Loan Agreement dated as of December 1, 1985, between the City as Lender and the Company as Borrower (the "Loan Agreement"), the City loan the proceeds of the Bonds to the Company to partially finance the costs of the Project. The Loan Repayments to be made by the Company under the Loan Agreement are fixed so as to produce revenue sufficient to pay the principal of, premium, if any, and interest on the Bonds when due. It is further proposed that the City assign its rights to the Loan Repayments and certain other rights under the Loan Agreement to First Wisconsin Trust Company, in Milwaukee, Wisconsin (the "Trustee") as security for payment of the Bonds under an

Indenture of Trust dated as of December 1, 1985 (the "Indenture") between the City and the Trustee. To further secure the payment of the Bonds and the interest thereon and of the purchase price of any Bonds required to be purchased under the provisions of the Indenture, the Company will provide for a Loan Purchase Agreement (the "Loan Purchase Agreement") to be executed by First Financial Savings Association (the "Bank") and in connection therewith, enter into a Reimbursement Agreement dated as of December 1, 1985 (the "Reimbursement Agreement") with the Bank. Payments under the Loan Purchase Agreement and payments on the Bonds will be further secured by collateral pledged to the Trustee by the Bank pursuant to a Collateral Agreement dated as of December 1, 1985 by and between the Bank and the Trustee. Payment of the principal and interest on the Bonds is also secured by a Mortgage, Assignment of Rents and Leases, (the "Mortgage") dated as of December 1, 1985 executed by the Company in favor of the Trustee. The loan pursuant to the Loan Agreement will be disbursed and serviced pursuant to a Construction Loan and Permanent Mortgage Servicing Agreement (the "Servicing Agreement") dated as of December 1, 1985, by and among the Trustee, the City, the Bank and the Company. The acquisition, construction, operation and occupancy of the Project will conform to the terms and conditions of a Regulatory Agreement (the "Regulatory

Agreement") dated as of December 1, 1985 between the City, the Company and the Trustee and a Declaration of Restrictive Covenants (the "Declaration") dated as of December 1, 1985 executed by the Company and recorded as a covenant and restriction running with the land on which the Project is located.

4. This Council, by action taken on July 22, 1985, adopted a resolution giving preliminary approval to a proposal to finance a project substantially the same as the Project; and on or about December 7, 1985 the Minnesota Housing Finance Agency gave approval to the proposed financing program for the Project.

5. Pursuant to the preliminary approval of the Council, forms of the following documents have been submitted to the Council for approval:

- (a) The Loan Agreement.
- (b) The Indenture.
- (c) The Bond Purchase Agreement.
- (d) The Regulatory Agreement.
- (e) The Declaration (not executed by the City).
- (f) The Servicing Agreement.

6. It is hereby found, determined and declared that:

(a) the Project described in the Loan Agreement and Indenture referred to above constitutes a Project authorized by

the Act and the financing program for the Project is authorized by the Act;

(b) the purpose of the Project and the program for the Project is, and the effect thereof will be, to promote the public welfare by the acquisition, construction and equipping of rental housing facilities for assisting persons of low and moderate income within the City to obtain decent, safe and sanitary housing at rentals they can afford;

(c) the acquisition, construction and installation of the Project, the issuance and sale of the Bonds, the execution and delivery by the City of the Loan Agreement, the Indenture, the Bond Purchase Agreement, the Regulatory Agreement and the Servicing Agreement (collectively the "Agreements"), and the performance of all covenants and agreements of the City contained in the Agreements, and of all other acts and things required under the constitution and laws of the State of Minnesota and City Charter to make the Agreements valid and binding obligations of the City in accordance with their terms, are authorized by the Act;

(d) it is desirable that the Company be authorized, in accordance with the provisions of the Act and subject to the terms and conditions set forth in the Loan Agreement, Regulatory Agreement, Servicing Agreement and Declaration, which terms and conditions the City determines to be necessary,

desirable and proper, to acquire and install the Project by such means as shall be available to the Company and in the manner determined by the Company, subject to the terms of the aforesaid agreements;

(e) it is desirable that the Bonds be issued by the City upon the terms set forth in the Indenture;

(f) the loan repayments under the Loan Agreement are fixed to produce revenue sufficient to provide for the prompt payment of principal of, premium, if any, and interest on the Bonds issued under the Indenture when due, and the Loan Agreement, Indenture and Regulatory Agreement also provide that the Company is required to pay all expenses of the operation and maintenance of the Project, including, but without limitation, adequate insurance thereon and insurance against all liability for injury to persons or property arising from the operation thereof, and all taxes and special assessments levied upon or with respect to the Project and payable during the term of the Loan Agreement, Indenture and Regulatory Agreement;

(g) as provided in the Loan Agreement and Indenture, the Bonds are not to be payable from or charged upon any funds other than the revenues pledged to the payment thereof; the City is not subject to any liability thereon; no holder of any Bonds shall ever have the right to compel any exercise by the

City of its taxing powers to pay any of the Bonds or the interest or premium, if any, thereon, or to enforce payment thereof against any property of the City except the interests of the City in the Loan Agreement which have been assigned to the Trustee under the Indenture; the Bonds shall constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City except the interests of the City in the Loan Agreement which have been assigned to the Trustee under the Indenture; the Bonds shall recite that the Bonds are issued without moral obligation on the part of the state or its political subdivisions, and that the Bonds, including interest thereon, are payable solely from the revenues pledged to the payment thereof and that the bonds shall not constitute a debt of the City within the meaning of any constitutional or statutory limitation; and

(h) a public hearing on the Project was duly held by the City Council on July 22, 1985.

7. Subject to the approval of the City Attorney and the provisions of Section 10 of this Resolution, the forms of the Agreements and exhibits thereto are approved substantially in the form submitted and on file in the office of the City Clerk. The Agreements, in substantially the form submitted, are directed to be executed in the name and on behalf of the City by the Mayor and the City Clerk. Any other documents and certificates necessary to the transaction described above

shall be executed by the appropriate City officers. Copies of all of the documents necessary to the transaction herein described shall be delivered, filed and recorded as provided herein and in said Loan Agreement and Indenture.

8. The City shall proceed forthwith to issue its Bonds, in the form and upon the terms set forth in the Indenture and this Resolution. The bonds shall initially bear interest at a rate of not greater than eleven percent (11%) per annum. The Bond Purchaser shall purchase the Bonds for an amount not less than 96% of the principal amount of the Bonds. The offer of the Bond Purchaser to so purchase the Bonds is hereby accepted. The Mayor and City Clerk are authorized and directed to prepare and execute the bonds as prescribed in the Indenture and to deliver them to the Trustee for authentication and delivery to the Bond Purchaser.

9. The Mayor and City Clerk and other officers of the City are authorized and directed to prepare and furnish to the Bond Purchaser certified copies of all proceedings and records of the City relating to the Bonds, and such other affidavits and certificates as may be required to show the facts relating to the legality of the Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them; and all such certified

copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the City as to the truth of all statements contained therein.

10. The approval hereby given to the various documents referred to above includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City Attorney and the City officials authorized herein to execute said documents prior to their execution; and said City Attorney and City officials are hereby authorized to approve said changes on behalf of the City. The execution of any instrument by the appropriate officer or officers of the City herein authorized shall be conclusive evidence of the approval of such documents in accordance with the terms hereof.

In the absence (or inability) of the officials authorized herein to execute any of the documents herein referred to, the documents may be executed by any officer or member of the City acting in their behalf.

Passed: December 23, 1985

Mayor

Attest _____
City Clerk

(SEAL)

Action by Council:

I-1
A-B-C

MEMORANDUM

Endorsed _____
Modified _____
Rejected _____
Date _____

TO: City Manager
FROM: Associate Planner--Johnson
SUBJECT: Tax-Exempt Financing (Final Approval)
PROJECTS: Hazel Ridge Seniors Apartments, Century Ridge
Apartments and Beaver Creek Apartments
DATE: December 16, 1985

SUMMARY

Request

Grant final tax-exempt financing approval for the following apartment complexes:

1. Beaver Creek--\$8.5 million
2. Century Ridge--\$3.85 million
3. Hazel Ridge Seniors--\$4.0 million

Comments

Each project has received all required zoning, site and building approvals. The bond documents for each project also comply with all city requirements.

Recommendation

1. Approve the resolution on page 10 to grant final approval for \$8.5 million in tax-exempt financing for the Beaver Creek Apartment complex (Ivy Avenue and Ferndale Street), subject to:
 - a. Storm water ponding easement to the city over the Beaver Creek apartment and Beaver Creek condominium sites at a cost equal to the assessments to these sites from the Beaver Creek improvement project.
 - b. Deeding to the city of Lots 1 through 16, Block 1 and Lots 1 through 36, Block 2 and the south 141 feet of Lots 38 and 39, Block 2, Sterling Glen Addition (the Geranium Avenue park site) for the cost of the unpaid assessments, plus interest. The developer shall then pay off the unpaid assessments, plus interest.
2. Approve the resolution on page 20 to grant final approval for \$3.85 million in tax-exempt financing for the Century Ridge apartment complex (Century Avenue, south of I-94).
3. Approve the resolution on page 30 to grant final approval for \$4.0 million in tax-exempt financing for the Hazel Ridge Seniors apartment complex (2696 Hazelwood Street).

BACKGROUND

Past Actions

1. City-wide:

3-11-85:

Council gave final tax-exempt financing approval to the Maple Ridge Apartments (Podawiltz) for \$3.8 million. The bond closing was October 10, 1985.

2. These sites:

1-14-85:

Council granted preliminary approval to \$5.8 million in tax-exempt financing for the 75-unit Hazel Ridge Seniors development, subject to:

a. Construction beginning within one year or preliminary approval is withdrawn.

b. Evidence that the project is consistent with the comprehensive plan. (All zoning and site plan approvals have been received.)

c. Documentation from a qualified real estate marketing analyst evidencing (1) that the project will not have a negative impact on vacancy rates of existing multiple dwellings in the city and (2) that the development will be able to comply with the federal low and moderate income requirements (as set forth in the housing program) over the life of the bond issue. (This evidence has been submitted.)

2-11-85:

Council granted preliminary approval to \$10 million in tax-exempt financing for the 180-unit Beaver Creek Apartment development, subject to construction beginning within one year or preliminary approval is withdrawn.

Council also approved a planned unit development. One of the conditions of approval is that, in return for city approval of tax-exempt mortgage revenue financing and tax-increment financing for the cul-de-sac, utilities and emergency access road, the developer shall provide:

a. Storm water ponding easement to the city over the Beaver Creek apartment and Beaver Creek condominium sites at a cost equal to the assessments to these sites from the Beaver Creek improvement project.

b. Deeding to the city of Lots 1 through 16, Block 1 and Lots 1 through 36, Block 2 and the south 141 feet of Lots 38 and 39, Block 2, Sterling Glen Addition for the cost of the unpaid assessments, plus interest. The developer shall then pay off the unpaid assessments, plus interest. This transaction shall occur at the time that the tax increment bond issue proceeds are available to the city.

The proposal to use tax-increment funds has since been dropped.

9-9-85:

Council granted preliminary approval to \$3.75 million in tax-exempt financing for the 81-unit Century Ridge development, subject to construction beginning within one year or preliminary approval is withdrawn.

Financial

One of the requirements for approval of this financing is the payment of a program participation fee to the city. The fee for each of these project is as follows:

<u>Project</u>	<u>Payment at Bond Closing</u>	<u>Annual Payment Over Life of the Bond Issue (10 yrs)*</u>
Beaver Creek	\$21,250	\$9620
Century Ridge	\$ 9,625	\$4360
Hazel Ridge	\$10,000	\$4530

* Average annual amount in 1985 dollars.

Legal

Revision of the requested financing for the Century Ridge project from \$3.75 to \$3.85 million or a 2.6 percent increase does not require a new public hearing. Increases of up to 10 percent are permissible without a new hearing. Revision up or down of the amounts listed in preliminary resolutions is not uncommon because the final project costs are not guaranteed until just prior to the bond closing.

Procedure

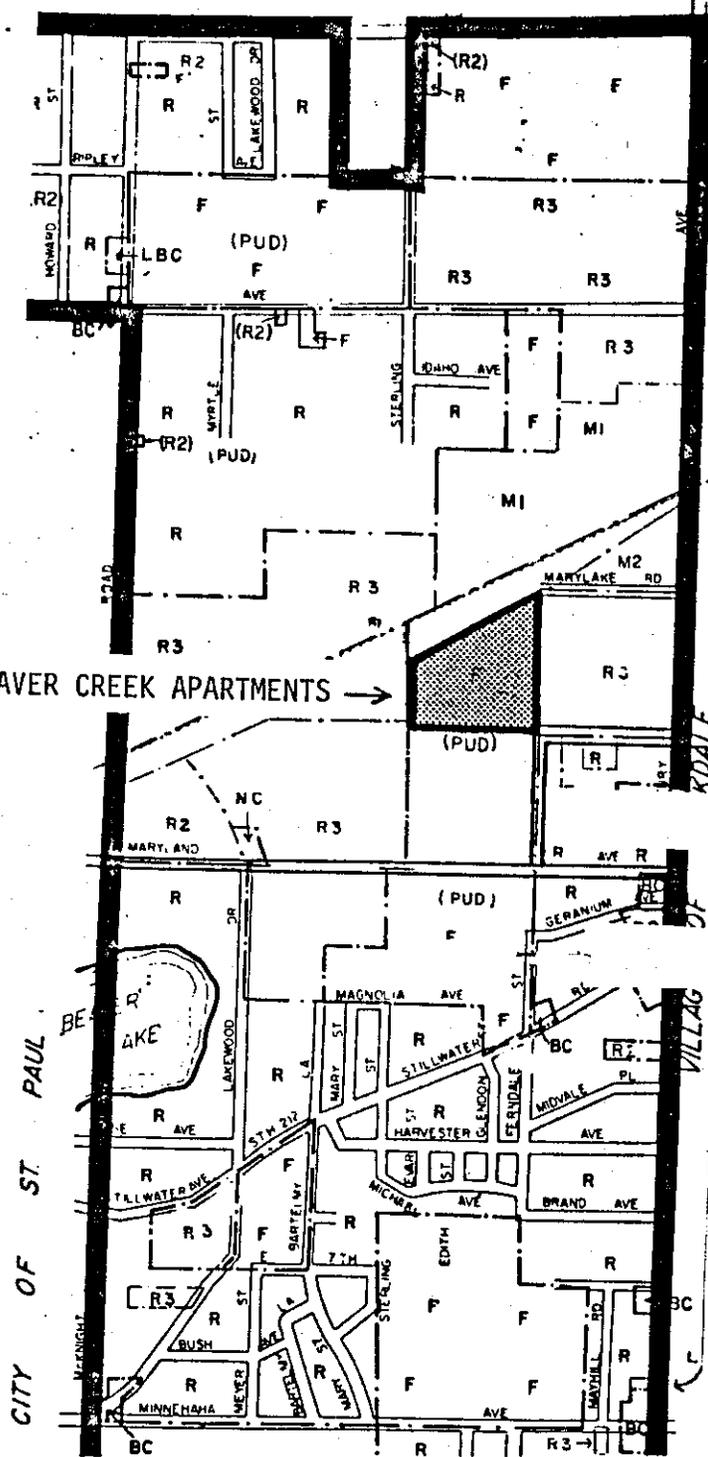
City council decision

jw

Attachments

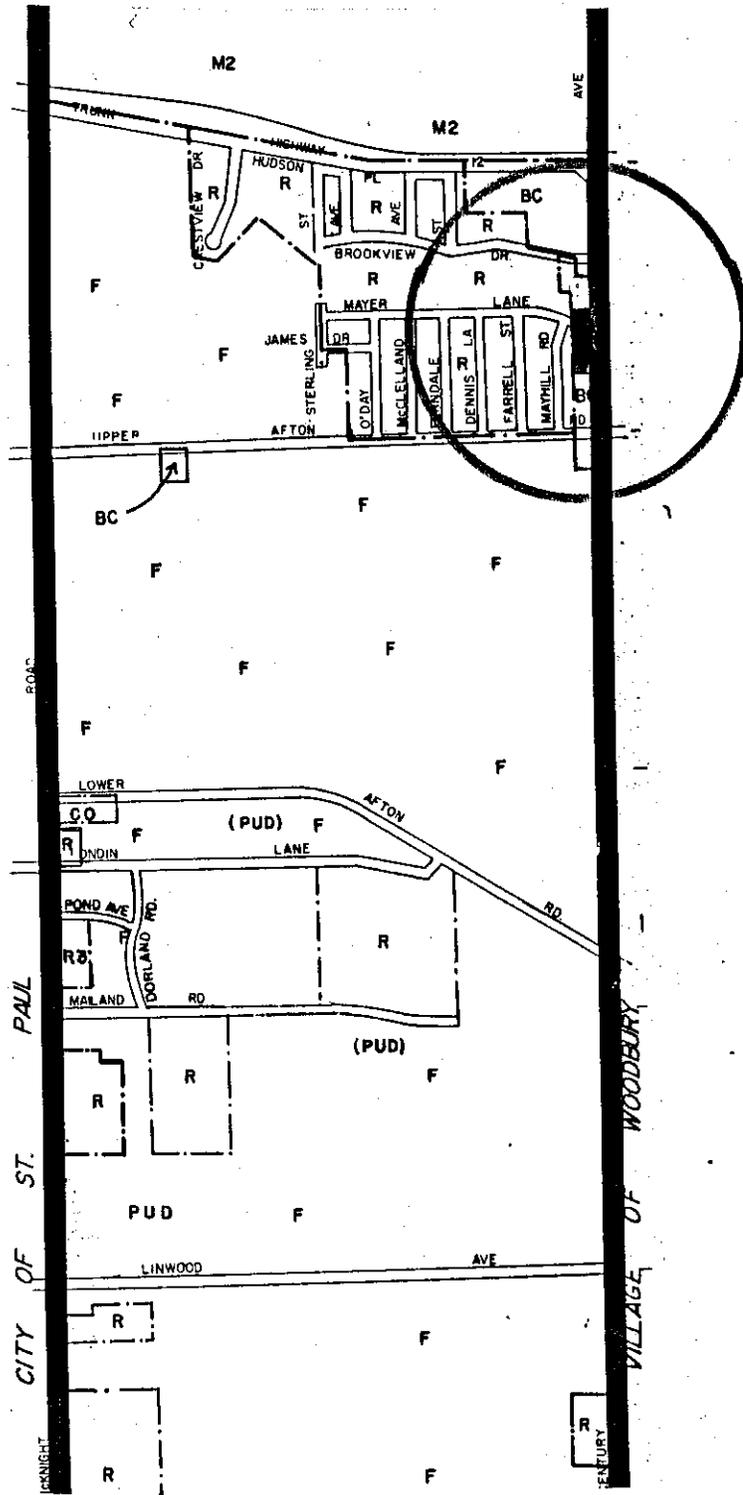
- 1-3 Location Maps
- 4-6 Site Plans
- 7-9 Resolutions

PROPOSED SITE-BEAVER CREEK APARTMENTS →



LOCATION MAP

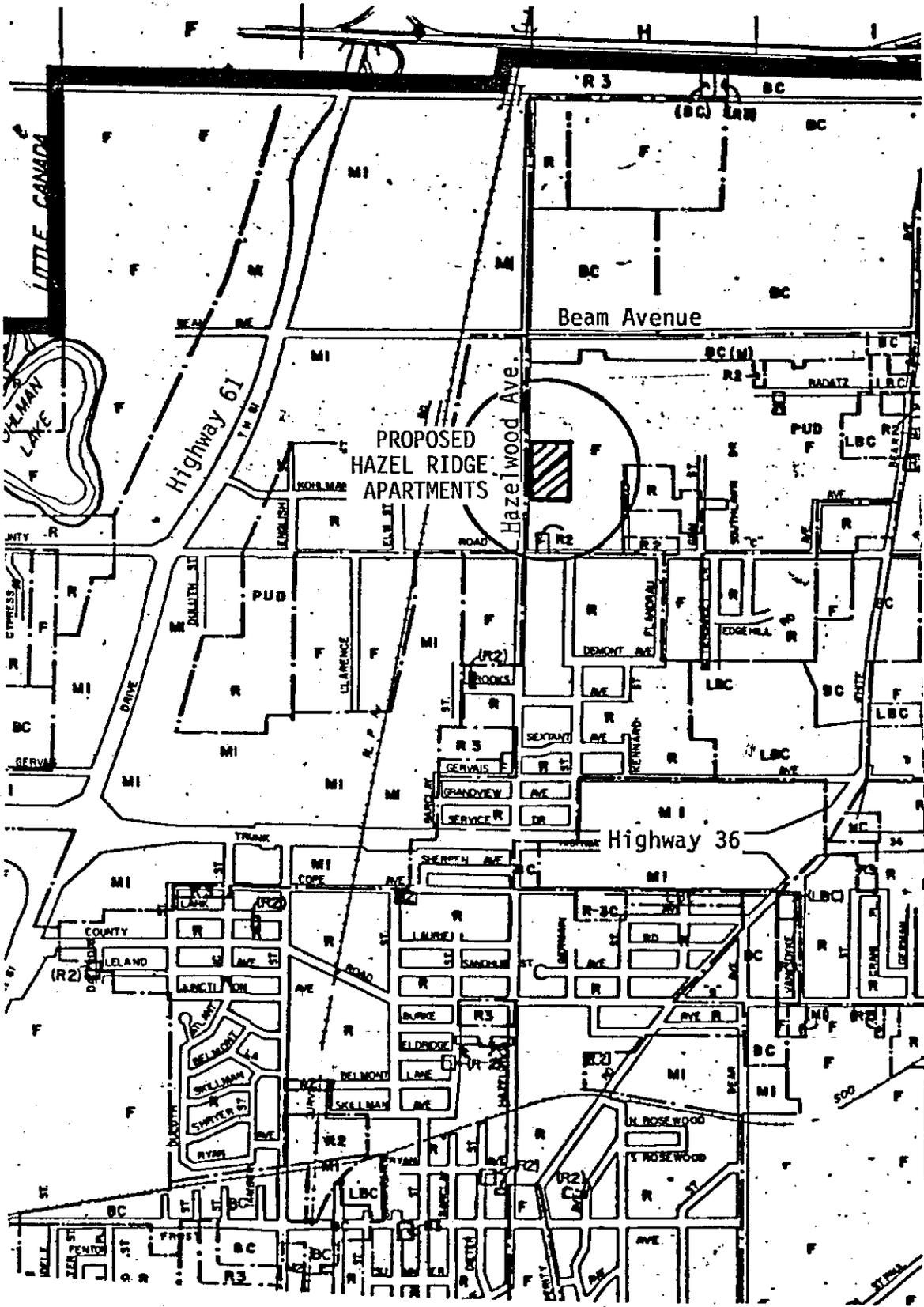




PROPOSED
CENTURY RIDGE
APARTMENTS

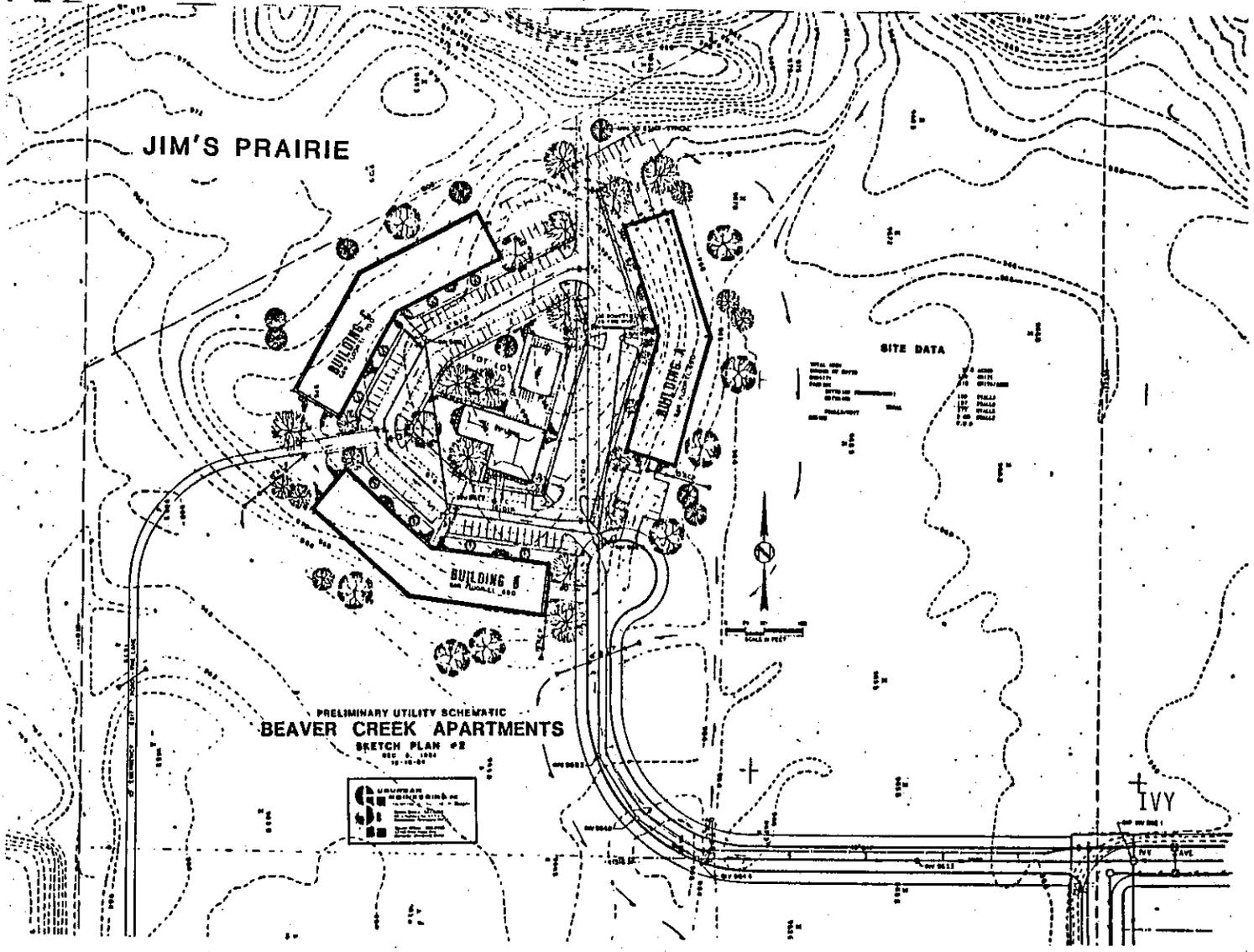
LOCATION MAP



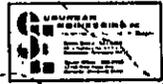


LOCATION MAP





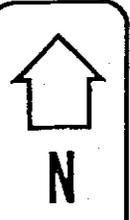
PRELIMINARY UTILITY SCHEMATIC
BEAVER CREEK APARTMENTS
 SKETCH PLAN #2
 DEC. 2, 1994
 15'-0"=1"

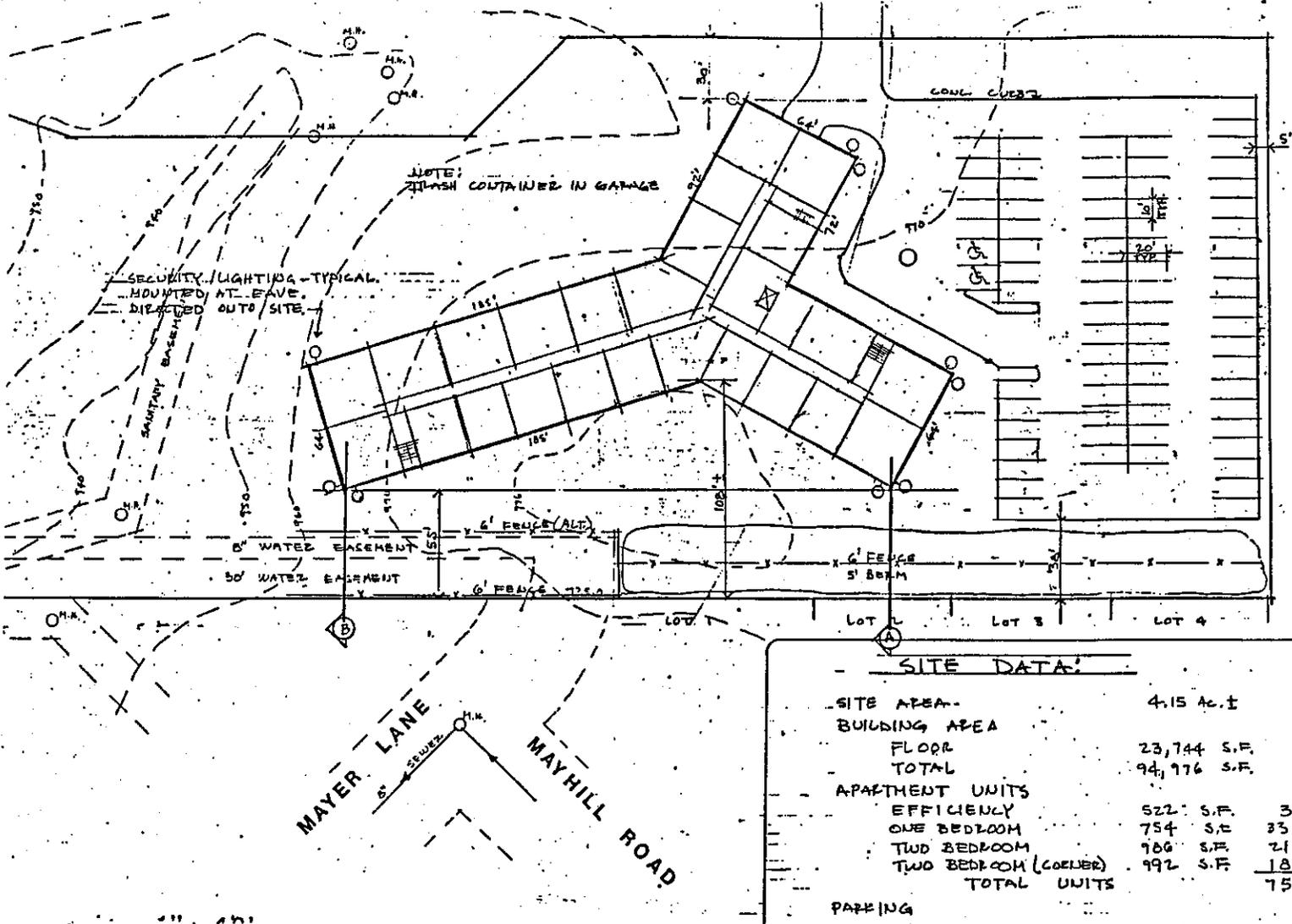


FERNDALE

IVY

SITE PLAN
 BEAVER CREEK APARTMENTS

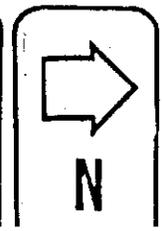


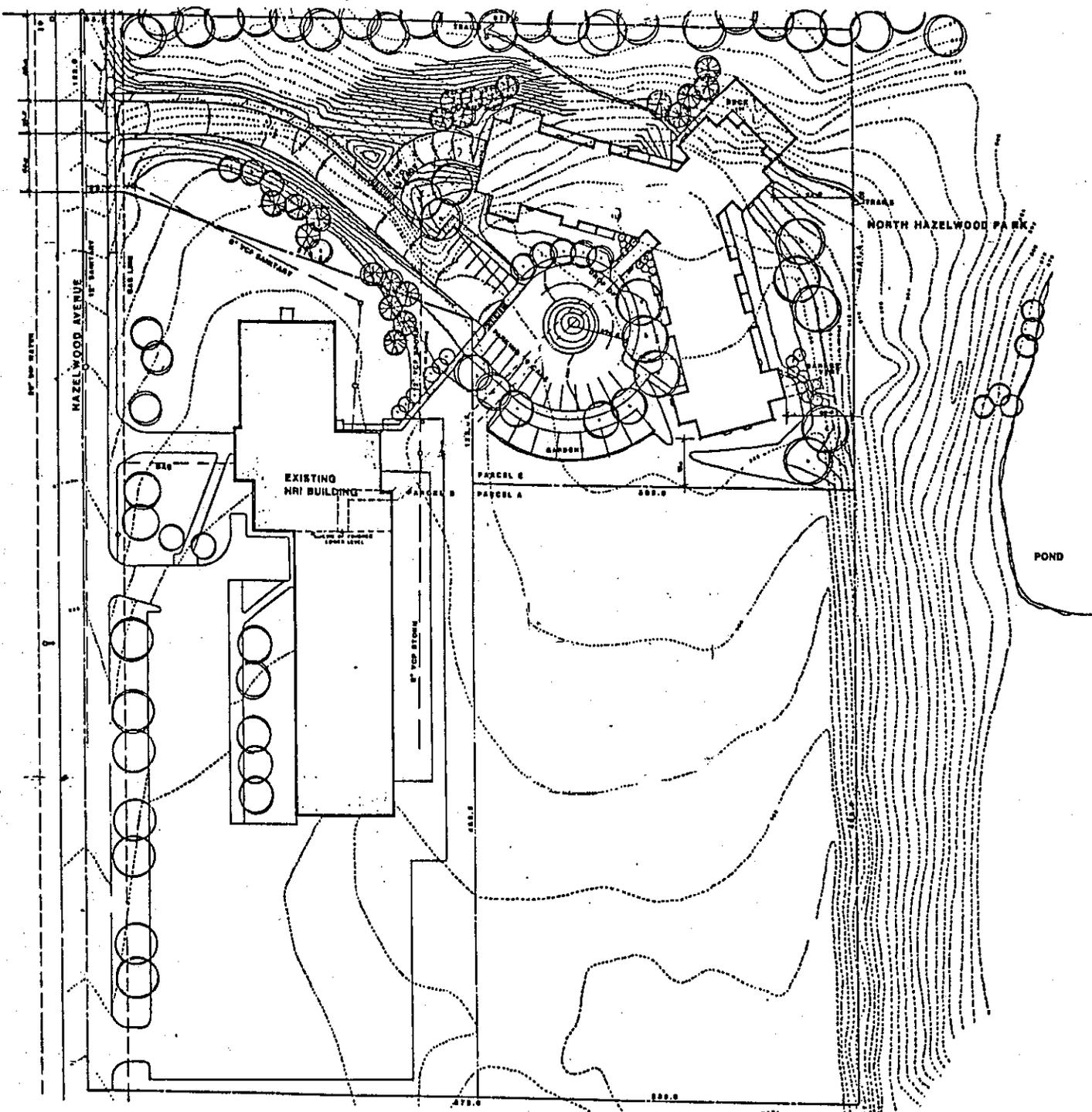


SITE DATA:

SITE AREA	4.15 AC. ±	
BUILDING AREA	23,744 S.F.	
FLOOR TOTAL	94,776 S.F.	
APARTMENT UNITS		
EFFICIENCY	522 S.F.	3
ONE BEDROOM	754 S.F.	33
TWO BEDROOM	786 S.F.	21
TWO BEDROOM (CORNER)	992 S.F.	18
TOTAL UNITS		75
PARKING		
GARAGE	75	
	75	

CENTURY RIDGE APTS.
SITE PLAN
8/15/85





HAZEL RIDGE



521AA
12/15/85

Action by Council:

Endorsed _____
Modified _____
Rejected _____
Date _____

A

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A PROJECT AND
HOUSING PROGRAM UNDER MINNESOTA STATUTES,
CHAPTER 462C (MUNICIPAL HOUSING PROGRAMS)
AND AUTHORIZING THE ISSUANCE OF
MULTIFAMILY HOUSING REVENUE BONDS TO FINANCE
THE PROJECT AND PROGRAM AND AUTHORIZING
THE EXECUTION OF VARIOUS DOCUMENTS IN
CONNECTION THEREWITH

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

1. The Council has received a proposal from Beaver
Creek Apartments Limited Partnership, a Minnesota limited
partnership, (the "Company") that the City undertake to finance
a certain Project and multifamily rental housing program for
such Project as herein described, pursuant to Chapter 462C,
Minnesota Statutes (the "Act"), through the issuance by the
City of its \$8,500,000 Variable Rate Demand Purchase
Multifamily Housing Revenue Bonds, Series 1985 (Beaver Creek
Apartments Limited Partnership Project) (the "Bonds"), and in
accordance with a Bond Purchase Agreement (the "Bond Purchase
Agreement") between the City, the Company and Calvert Tax Free
Reserve or designee (the "Bond Purchaser").

2. The Company desires to acquire and construct a multifamily housing development consisting of 3 buildings containing 180 units and related improvements including parking facilities (hereinafter referred to as the "Project") in the City. The Project as described above will facilitate the development of rental housing within the community; encourage the development of affordable housing opportunities for residents of the City, encourage the development of housing facilities designed for occupancy by persons of low or moderate income and assist such persons in obtaining decent, safe and sanitary housing at rentals they can afford; encourage the development of blighted or underutilized land and structures within the boundaries of the City; and will otherwise further the policies and purposes of the Act; and the findings made in the Preliminary Resolution adopted by this Council on February 11, 1985 with respect to the Project are hereby ratified, affirmed and approved.

3. It is proposed that, pursuant to a Loan Agreement dated as of December 1, 1985, between the City as Lender and the Company as Borrower (the "Loan Agreement"), the City loan the proceeds of the Bonds to the Company to partially finance the costs of the Project. The Basic Payments to be made by the Company under the Loan Agreement are fixed so as to produce revenue sufficient to pay the principal of, premium, if any,

and interest on the Bonds when due. It is further proposed that the City assign its rights to the Basic Payments and certain other rights under the Loan Agreement to First Trust Company, Inc., in St. Paul, Minnesota (the "Trustee") as security for payment of the Bonds under an Indenture of Trust dated as of December 1, 1985 (the "Indenture") between the City and the Trustee. The Company will enter into a Remarketing Agreement, dated as of December 1, 1985, with Piper, Jaffray & Hopwood (the "Remarketing Agreement"). The acquisition, construction, operation and occupancy of the Project will conform to the terms and conditions of a Regulatory Agreement (the "Regulatory Agreement") dated as of December 1, 1985 between the City, the Company and the Trustee and a Declaration of Restrictive Covenants (the "Declaration") dated as of December 1, 1985 executed by the Company and recorded as a covenant and restriction running with the land on which the Project is located.

4. This Council, by action taken on February 11, 1985, adopted a resolution giving preliminary approval to a proposal to finance a project substantially the same as the Project; and on or about December 5, 1985 the Minnesota Housing Finance Agency gave approval to the proposed financing program for the Project.

5. Pursuant to the preliminary approval of the Council, forms of the following documents have been submitted to the Council for approval:

- (a) The Loan Agreement.
- (b) The Indenture.
- (c) The Bond Purchase Agreement.
- (d) The Regulatory Agreement.
- (e) The Declaration (not executed by the City).

6. It is hereby found, determined and declared that:

(a) the Project described in the Loan Agreement and Indenture referred to above constitutes a Project authorized by the Act and the financing program for the Project is authorized by the Act;

(b) the purpose of the Project and the program for the Project is, and the effect thereof will be, to promote the public welfare by the acquisition, construction and equipping of rental housing facilities for assisting persons of low and moderate income within the City to obtain decent, safe and sanitary housing at rentals they can afford;

(c) the acquisition, construction and installation of the Project, the issuance and sale of the Bonds, the execution and delivery by the City of the Loan Agreement, the Indenture, the Bond Purchase Agreement and the Regulatory Agreement (collectively the "Agreements"), and the performance of all covenants and agreements of the City contained in the Agreements, and of all other acts and things required under the constitution and laws of the State of Minnesota and City Charter to make the Agreements valid and binding obligations of the City in accordance with their terms, are authorized by the Act;

(d) it is desirable that the Company be authorized, in accordance with the provisions of the Act and subject to the terms and conditions set forth in the Loan Agreement, Regulatory Agreement and Declaration, which terms and conditions the City determines to be necessary, desirable and proper, to acquire and install the Project by such means as shall be available to the Company and in the manner determined by the Company, subject to the terms of the aforesaid agreements;

(e) it is desirable that the Bonds be issued by the City upon the terms set forth in the Indenture;

(f) the Basic Payments under the Loan Agreement are fixed to produce revenue sufficient to provide for the prompt payment of principal of, premium, if any, and interest on the Bonds issued under the Indenture when due, and the Loan Agreement, Indenture and Regulatory Agreement also provide that the Company is required to pay all expenses of the operation and maintenance of the Project, including, but without limitation, adequate insurance thereon and insurance against all liability for injury to persons or property arising from the operation thereof, and all taxes and special assessments levied upon or with respect to the Project Premises and payable during the term of the Loan Agreement, Indenture and Regulatory Agreement;

(g) as provided in the Loan Agreement and Indenture, the Bonds are not to be payable from or charged upon any funds other than the revenues pledged to the payment thereof; the City is not

subject to any liability thereon; no holder of any Bonds shall ever have the right to compel any exercise by the City of its taxing powers to pay any of the Bonds or the interest or premium, if any, thereon, or to enforce payment thereof against any property of the City except the interests of the City in the Loan Agreement which have been assigned to the Trustee under the Indenture; the Bonds shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City except the interests of the City in the Loan Agreement which have been assigned to the Trustee under the Indenture; the Bonds shall recite that the Bonds are issued without moral obligation on the part of the state or its political subdivisions, and that the Bonds, including interest thereon, are payable solely from the revenues pledged to the payment thereof and that the Bonds shall not constitute a debt of the City within the meaning of any constitutional or statutory limitation; and

(h) a public hearing on the Project was duly held by the City Council on February 11, 1985.

6. Subject to the approval of the City Attorney and the provisions of Section 9 of this Resolution, the forms of the Agreements and exhibits thereto are approved substantially in the form submitted and on file in the office of the City Clerk. The Agreements, in substantially the form submitted, are directed to be executed in the name and on behalf of the City by the Mayor and the City Clerk. Any other documents and certificates necessary to the transaction described above shall be executed by the appropriate City officers. Copies of all of the documents necessary to the transaction herein described shall be delivered, filed and recorded as provided herein and in said Loan Agreement and Indenture.

7. The City shall proceed forthwith to issue its Bonds, in the form and upon the terms set forth in the Indenture and this Resolution. The Bonds shall initially bear interest at the rate of interest set forth in the Indenture. The Bond Purchaser shall purchase the Bonds for an amount not less than _____% of the principal amount of the Bonds. The offer of the Bond Purchaser to so purchase the Bonds is hereby accepted. The Mayor and City Clerk are authorized and directed to prepare and execute the Bonds as prescribed in the Indenture and to deliver them to the Trustee for authentication and delivery to the Bond Purchaser.

8. The Mayor and City Clerk and other officers of the City are authorized and directed to prepare and furnish to the Bond Purchaser certified copies of all proceedings and records of the City relating to the bonds, and such other affidavits and certificates as may be required to show the facts relating to the legality of the Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the City as to the truth of all statements contained therein.

9. The approval hereby given to the various documents referred to above includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City Attorney and the City officials authorized herein to execute said documents prior to their execution; and said City Attorney and City officials are hereby authorized to approve said changes on behalf of the City. The execution of any instrument by the appropriate officer or officers of the City herein authorized shall be conclusive evidence of the approval of such documents in accordance with the terms hereof.

In the absence (or inability) of the officials authorized herein to execute any of the documents herein referred to, the documents may be executed by any officer or member of the City acting in their behalf.

Passed: December 23, 1985

Mayor

Attest _____
City Clerk

(SEAL)

521AA
12/15/85

Action by Council:

Endorsed _____
Modified _____
Rejected _____
Date _____

B

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A PROJECT AND
HOUSING PROGRAM UNDER MINNESOTA STATUTES,
CHAPTER 462C (MUNICIPAL HOUSING PROGRAMS)
AND AUTHORIZING THE ISSUANCE OF
MULTIFAMILY HOUSING REVENUE BONDS TO FINANCE
THE PROJECT AND PROGRAM AND AUTHORIZING
THE EXECUTION OF VARIOUS DOCUMENTS IN
CONNECTION THEREWITH

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

1. The Council has received a proposal from
Lexington Investment Co., a Minnesota general partnership (the
"Company") that the City undertake to finance a certain Project
and multifamily rental housing program for such Project as
herein described, pursuant to Chapter 462C, Minnesota Statutes
(the "Act"), through the issuance by the City of its \$3,850,000
Variable Rate Demand Purchase Multifamily Housing Revenue
Bonds, Series 1985 (Lexington Investment Co. Project) (the
"Bonds"), and in accordance with a Bond Purchase Agreement (the
"Bond Purchase Agreement") between the City, the Company,
Alliance Capital Management Corp. or designee (the "Bond
Purchaser").

2. The Company desires to acquire and construct a multifamily housing development consisting of a building containing 75 units and related improvements including parking facilities (hereinafter referred to as the "Project") in the City. The Project as described above will facilitate the development of rental housing within the community; encourage the development of affordable housing opportunities for residents of the City, encourage the development of housing facilities designed for occupancy by persons of low or moderate income and assist such persons in obtaining decent, safe and sanitary housing at rentals they can afford; encourage the development of blighted or underutilized land and structures within the boundaries of the City; and will otherwise further the policies and purposes of the Act; and the findings made in the Preliminary Resolution adopted by this Council on September 9, 1985 with respect to the Project are hereby ratified, affirmed and approved.

3. It is proposed that, pursuant to a Loan Agreement dated as of December 1, 1985, between the City as Lender and the Company as Borrower (the "Loan Agreement"), the City loan the proceeds of the Bonds to the Company to partially finance the costs of the Project. The Basic Payments to be made by the Company under the Loan Agreement are fixed so as to produce

revenue sufficient to pay the principal of, premium, if any, and interest on the Bonds when due. It is further proposed that the City assign its rights to the Basic Payments and certain other rights under the Loan Agreement to First Trust Company, Inc., in St. Paul, Minnesota (the "Trustee") as security for payment of the Bonds under an Indenture of Trust dated as of December 1, 1985 (the "Indenture") between the City and the Trustee. The Company will enter into a Remarketing Agreement, dated as of December 1, 1985, with Piper, Jaffray & Hopwood (the "Remarketing Agreement"). The acquisition, construction, operation and occupancy of the Project will conform to the terms and conditions of a Regulatory Agreement (the "Regulatory Agreement") dated as of December 1, 1985 between the City, the Company and the Trustee and a Declaration of Restrictive Covenants (the "Declaration") to be executed by the Company and recorded as a covenant and restriction running with the land on which the Project is located.

4. This Council, by action taken on September 9, 1985, adopted a resolution giving preliminary approval to a proposal to finance a project substantially the same as the Project; and on or about December 5, 1985 the Minnesota Housing Finance Agency gave approval to the proposed financing program for the Project.

5. Pursuant to the preliminary approval of the Council, forms of the following documents have been submitted to the Council for approval:

- (a) The Loan Agreement.
- (b) The Indenture.
- (c) The Bond Purchase Agreement.
- (d) The Regulatory Agreement.
- (e) The Declaration (not executed by the City).

6. It is hereby found, determined and declared that:

(a) the Project described in the Loan Agreement and Indenture referred to above constitutes a Project authorized by the Act and the financing program for the Project is authorized by the Act;

(b) the purpose of the Project and the program for the Project is, and the effect thereof will be, to promote the public welfare by the acquisition, construction and equipping of rental housing facilities for assisting persons of low and moderate income within the City to obtain decent, safe and sanitary housing at rentals they can afford;

(c) the acquisition, construction and installation of the Project, the issuance and sale of the Bonds, the execution and delivery by the City of the Loan Agreement, the Indenture, the Bond Purchase Agreement and the Regulatory Agreement (collectively the "Agreements"), and the performance of all covenants and agreements of the City contained in the Agreements, and of all other acts and things required under the constitution and laws of the State of Minnesota and City Charter to make the Agreements valid and binding obligations of the City in accordance with their terms, are authorized by the Act;

(d) it is desirable that the Company be authorized, in accordance with the provisions of the Act and subject to the terms and conditions set forth in the Loan Agreement, Regulatory Agreement and Declaration, which terms and conditions the City determines to be necessary, desirable and proper, to acquire and install the Project by such means as shall be available to the Company and in the manner determined by the Company, subject to the terms of the aforesaid agreements;

(e) it is desirable that the Bonds be issued by the City upon the terms set forth in the Indenture;

(f) the Basic Payments under the Loan Agreement are fixed to produce revenue sufficient to provide for the prompt payment of principal of, premium, if any, and interest on the Bonds issued under the Indenture when due, and the Loan Agreement, Indenture and Regulatory Agreement also provide that the Company is required to pay all expenses of the operation and maintenance of the Project, including, but without limitation, adequate insurance thereon and insurance against all liability for injury to persons or property arising from the operation thereof, and all taxes and special assessments levied upon or with respect to the Project Premises and payable during the term of the Loan Agreement, Indenture and Regulatory Agreement;

(g) as provided in the Loan Agreement and Indenture, the Bonds are not to be payable from or charged upon any funds other than the revenues pledged to the payment thereof; the City is not subject to any liability thereon; no holder of any

Bonds shall ever have the right to compel any exercise by the City of its taxing powers to pay any of the Bonds or the interest or premium, if any, thereon, or to enforce payment thereof against any property of the City except the interests of the City in the Loan Agreement which have been assigned to the Trustee under the Indenture; the Bonds shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City except the interests of the City in the Loan Agreement which have been assigned to the Trustee under the Indenture; the Bonds shall recite that the Bonds are issued without moral obligation on the part of the state or its political subdivisions, and that the Bonds, including interest thereon, are payable solely from the revenues pledged to the payment thereof and that the Bonds shall not constitute a debt of the City within the meaning of any constitutional or statutory limitation; and

(h) a public hearing on the Project was duly held by the City Council on July 22, 1985.

6. Subject to the approval of the City Attorney and the provisions of Section 9 of this Resolution, the forms of the Agreements and exhibits thereto are approved substantially in the form submitted and on file in the office of the City Clerk. The Agreements, in substantially the form submitted, are directed to be executed in the name and on behalf of the City by the Mayor and the City Clerk. Any other documents and certificates necessary to the transaction described above shall be executed by the appropriate City officers. Copies of all of the documents necessary to the transaction herein described shall be delivered, filed and recorded as provided herein and in said Loan Agreement and Indenture.

7. The City shall proceed forthwith to issue its Bonds, in the form and upon the terms set forth in the Indenture and this Resolution. The Bonds shall initially bear interest at the rate of interest set forth in the Indenture. The Bond Purchaser shall purchase the Bonds for an amount not less than _____% of the principal amount of the Bonds. The offer of the Bond Purchaser to so purchase the Bonds is hereby accepted. The Mayor and City Clerk are authorized and directed to prepare and execute the Bonds as prescribed in the Indenture and to deliver them to the Trustee for authentication and delivery to the Bond Purchaser.

8. The Mayor and City Clerk and other officers of the City are authorized and directed to prepare and furnish to the Bond Purchaser certified copies of all proceedings and records of the City relating to the bonds, and such other affidavits and certificates as may be required to show the facts relating to the legality of the Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the City as to the truth of all statements contained therein.

9. The approval hereby given to the various documents referred to above includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City Attorney and the City officials authorized herein to execute said documents prior to their execution; and said City Attorney and City officials are hereby authorized to approve said changes on behalf of the City. The execution of any instrument by the appropriate officer or officers of the City herein authorized shall be conclusive evidence of the approval of such documents in accordance with the terms hereof.

In the absence (or inability) of the officials authorized herein to execute any of the documents herein referred to, the documents may be executed by any officer or member of the City acting in their behalf.

Passed: December 23, 1985

Mayor

Attest _____
City Clerk

(SEAL)

521AA
12/15/85

Action by Council:

Endorsed _____

Modified _____

Rejected _____

Date _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A PROJECT AND
HOUSING PROGRAM UNDER MINNESOTA STATUTES,
CHAPTER 462C (MUNICIPAL HOUSING PROGRAMS)
AND AUTHORIZING THE ISSUANCE OF
MULTIFAMILY HOUSING REVENUE BONDS TO FINANCE
THE PROJECT AND PROGRAM AND AUTHORIZING
THE EXECUTION OF VARIOUS DOCUMENTS IN
CONNECTION THEREWITH

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

1. The Council has received a proposal from Hazel Ridge General Partnership, a Minnesota general partnership, (the "Company") that the City undertake to finance a certain Project and multifamily rental housing program for such Project as herein described, pursuant to Chapter 462C, Minnesota Statutes (the "Act"), through the issuance by the City of its \$4,000,000 Rental Housing Revenue Bonds, Series 1985 (Hazel Ridge General Partnership Project) (the "Bonds"), and in accordance with a Bond Purchase Agreement (the "Bond Purchase Agreement") between the City, the Company and The First National Bank of Saint Paul (the "Bond Purchaser").

2. The Company desires to acquire and construct a multifamily housing development consisting of a building

containing 75 units and related improvements including parking facilities (hereinafter referred to as the "Project") in the City. The Project as described above will facilitate the development of rental housing within the community; encourage the development of affordable housing opportunities for residents of the City, encourage the development of housing facilities designed for occupancy by elderly and persons of low or moderate income and assist such persons in obtaining decent, safe and sanitary housing at rentals they can afford; encourage the development of blighted or underutilized land and structures within the boundaries of the City; and will otherwise further the policies and purposes of the Act; and the findings made in the Preliminary Resolution adopted by this Council on January 14, 1985 with respect to the Project are hereby ratified, affirmed and approved.

3. It is proposed that, pursuant to a Loan Agreement dated as of December 1, 1985, between the City as Lender and the Company as Borrower (the "Loan Agreement"), the City loan the proceeds of the Bonds to the Company to partially finance the costs of the Project. The Basic Payments to be made by the Company under the Loan Agreement are fixed so as to produce revenue sufficient to pay the principal of, premium, if any, and interest on the Bonds when due. It is further proposed that the City assign its rights to the Basic Payments and

certain other rights under the Loan Agreement to First Trust Company, Inc., in St. Paul, Minnesota (the "Trustee") as security for payment of the Bonds under an Indenture of Trust dated as of December 1, 1985 (the "Indenture") between the City and the Trustee. The Company will enter into a Remarketing Agreement, dated as of December 1, 1985, with Juran & Moody, Inc. (the "Remarketing Agreement"). The acquisition, construction, operation and occupancy of the Project will conform to the terms and conditions of a Regulatory Agreement (the "Regulatory Agreement") dated as of December 1, 1985 between the City, the Company and the Trustee and a Declaration of Restrictive Covenants (the "Declaration") to be executed by the Company and recorded as a covenant and restriction running with the land on which the Project is located.

4. This Council, by action taken on January 14, 1985, adopted a resolution giving preliminary approval to a proposal to finance a project substantially the same as the Project; and on or about December 19, 1985 the Minnesota Housing Finance Agency gave approval to the proposed financing program for the Project.

5. Pursuant to the preliminary approval of the Council, forms of the following documents have been submitted to the Council for approval:

- (a) The Loan Agreement.
- (b) The Indenture.
- (c) The Bond Purchase Agreement.
- (d) The Regulatory Agreement.
- (e) The Declaration (not executed by the City).

6. It is hereby found, determined and declared that:

(a) the Project described in the Loan Agreement and Indenture referred to above constitutes a Project authorized by the Act and the financing program for the Project is authorized by the Act;

(b) the purpose of the Project and the program for the Project is, and the effect thereof will be, to promote the public welfare by the acquisition, construction and equipping of rental housing facilities for assisting persons of low and moderate income within the City to obtain decent, safe and sanitary housing at rentals they can afford;

(c) the acquisition, construction and installation of the Project, the issuance and sale of the Bonds, the execution and delivery by the City of the Loan Agreement, the Indenture, the Bond Purchase Agreement and the Regulatory Agreement (collectively the "Agreements"), and the performance of all covenants and agreements of the City contained in the Agreements, and of all other acts and things required under the constitution and laws of the State of Minnesota and City Charter to make the Agreements valid and binding obligations of the City in accordance with their terms, are authorized by the Act;

(d) it is desirable that the Company be authorized, in accordance with the provisions of the Act and subject to the terms and conditions set forth in the Loan Agreement, Regulatory Agreement and Declaration, which terms and conditions the City determines to be necessary, desirable and proper, to acquire and install the Project by such means as shall be available to the Company and in the manner determined by the Company, subject to the terms of the aforesaid agreements;

(e) it is desirable that the Bonds be issued by the City upon the terms set forth in the Indenture;

(f) the Basic Payments under the Loan Agreement are fixed to produce revenue sufficient to provide for the prompt payment of principal of, premium, if any, and interest on the Bonds issued under the Indenture when due, and the Loan Agreement, Indenture and Regulatory Agreement also provide that the Company is required to pay all expenses of the operation and maintenance of the Project, including, but without limitation, adequate insurance thereon and insurance against all liability for injury to persons or property arising from the operation thereof, and all taxes and special assessments levied upon or with respect to the Project Premises and payable during the term of the Loan Agreement, Indenture and Regulatory Agreement;

(g) as provided in the Loan Agreement and Indenture, the Bonds are not to be payable from or charged upon any funds other than the revenues pledged to the payment thereof; the City is not

subject to any liability thereon; no holder of any Bonds shall ever have the right to compel any exercise by the City of its taxing powers to pay any of the Bonds or the interest or premium, if any, thereon, or to enforce payment thereof against any property of the City except the interests of the City in the Loan Agreement which have been assigned to the Trustee under the Indenture; the Bonds shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City except the interests of the City in the Loan Agreement which have been assigned to the Trustee under the Indenture; the Bonds shall recite that the Bonds are issued without moral obligation on the part of the state or its political subdivisions, and that the Bonds, including interest thereon, are payable solely from the revenues pledged to the payment thereof and that the Bonds shall not constitute a debt of the City within the meaning of any constitutional or statutory limitation; and

(h) a public hearing on the Project was duly held by the City Council on January 14, 1985.

6. Subject to the approval of the City Attorney and the provisions of Section 9 of this Resolution, the forms of the Agreements and exhibits thereto are approved substantially in the form submitted and on file in the office of the City Clerk. The Agreements, in substantially the form submitted, are directed to be executed in the name and on behalf of the City by the Mayor and the City Clerk. Any other documents and certificates necessary to the transaction described above shall be executed by the appropriate City officers. Copies of all of the documents necessary to the transaction herein described shall be delivered, filed and recorded as provided herein and in said Loan Agreement and Indenture.

7. The City shall proceed forthwith to issue its Bonds, in the form and upon the terms set forth in the Indenture and this Resolution. The Bonds shall initially bear interest at the rate of interest set forth in the Indenture. The Bond Purchaser shall purchase the Bonds for an amount not less than _____% of the principal amount of the Bonds. The offer of the Bond Purchaser to so purchase the Bonds is hereby accepted. The Mayor and City Clerk are authorized and directed

to prepare and execute the Bonds as prescribed in the Indenture and to deliver them to the Trustee for authentication and delivery to the Bond Purchaser.

8. The Mayor and City Clerk and other officers of the City are authorized and directed to prepare and furnish to the Bond Purchaser certified copies of all proceedings and records of the City relating to the bonds, and such other affidavits and certificates as may be required to show the facts relating to the legality of the Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the City as to the truth of all statements contained therein.

9. The approval hereby given to the various documents referred to above includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City Attorney and the City officials authorized herein to execute said documents prior to their execution; and said City Attorney and City officials are hereby authorized to approve said changes on behalf of the City. The execution of

any instrument by the appropriate officer or officers of the City herein authorized shall be conclusive evidence of the approval of such documents in accordance with the terms hereof.

In the absence (or inability) of the officials authorized herein to execute any of the documents herein referred to, the documents may be executed by any officer or member of the City acting in their behalf.

Passed: December 23, 1985

Mayor

Attest _____
City Clerk

(SEAL)

Action by Council:

MEMORANDUM

Endorsed _____

Modified _____

Rejected _____

Date _____

To: Ken Haider, Acting City Manager
From: Robert D. Odegard, Director of Parks and Recreation
Date: December 17, 1985
Subj: Park Availability Charge on Commercial and Industrial Property-
Code Sec. 21-66

Maplewood Code Sec. 21-67 Required dedications-Generally.

The developer of any tract of land in the city which is to be developed for commercial, industrial or like uses, shall dedicate to the public for public use as parks, playgrounds or public open space, such portion of his development tract equal to six (6) percent thereof and on January 1, 1985, and thereafter, shall be in the amount of seven (7) percent with said rate to be reviewed in December, 1985. The percentage of the development tract to be so dedicated may be amended by resolution of the council. (Ord. No. 400, § 2, 7-22-76; Ord. No. 564, § 1, 1-23-84)

The Park and Recreation Commission at their December 16, 1985, meeting discussed the commercial P.A.C. charges and the revenue that has been generated over the past seven years. The Commission also discussed the expenditures and the need for additional funds to acquire and develop the Maplewood park system.

On motion by John Chegwyn, second by Don Christianson, the Maplewood Park and Recreation Commission recommends to the City Council that the Park Availability Charge for 1986 continue at 7% for Commercial and Industrial property; Passed unanimously.

The Park and Recreation Commission will be recommending to the City Council at their first meeting in January that the Neighborhood P.A.C. charges continue in 1986 to be the same as in 1985.

REVENUE FROM COMMERCIAL P.A.C.

<u>YEAR</u>	<u>REVENUE</u>	<u>% CHARGED</u>	<u>MARKET VALUE</u>
1979	\$41,885	3½	\$891,342
1980	17,051	3½	487,200
1981	54,723	3½	1,563,500
1982	93,744	5	1,874,900
1983	140,479	5	2,809,580
1984	99,061	6	1,651,000
11/30/1985	<u>156,891</u>	7	2,241,300
	603,834		

MEMORANDUM

To: Park and Recreation Commission Members
From: Robert D. Odegard, Director of Parks and Recreation *ROD*
Date: December 10, 1985
Subj: Park Availability Charge on Commercial and Industrial Property -
Code Sec. 21-66

Please find enclosed a copy of Maplewood Code Sec. 21-66 which was passed by the City Council on July 22, 1976. At the original passage, the commercial and industrial property fee was 3-1/2 percent of market value. In 1982 the Council increased this to 5 percent with a \$12,000 per acre maximum. No increase was approved for 1983, but an increase to 6 percent was approved for 1984 and 7 percent for 1985. You will note that this ordinance does not require an annual resolution stating charges for commercial and industrial property as does the ordinance for park acquisition and development costs paid by residential developers.

In contacting other communities as to their industrial property charges, two phrases are expressed: Assessed Valuation; Market Value. Assessed valuation of land is the value established by the Tax Assessor's Department. Over the past years, valuation has increased but it is still less than the full value of the property. Market value of the property is the value that has been established by appraisals or by negotiation between the owner and the City Council.

The communities of New Brighton, Brooklyn Center, Roseville and North St. Paul do not have Park Acquisition and Development Ordinances because they were sufficiently built up at the time that this method of funding park acquisition and development was started. It was reasoned that it was not fair to new industries coming into the community to have to pay for local parks when previously established industries did not have to contribute.

The following information was compiled in December 1985 by personal phone calls to communities that have Park Availability Charges on commercial and industrial property:

1985 SURVEY ON PARK AVAILABILITY CHARGES
ON COMMERCIAL AND INDUSTRIAL PROPERTY

<u>COMMUNITY</u>	<u>PERCENT</u>	<u>ASSESSED VALUATION</u>	<u>MARKET VALUE</u>	<u>UNDEVELOPED LAND</u>
Plymouth	10%	X		
Cottage Grove	10%			X
Shoreview	10%		X	
Maple Grove	5%		X	
Brooklyn Park	10%	X		
Mounds View	10%	X		
Oakdale	10%		X	X
Woodbury	10%		X	
Eden Prairie	\$2200/Acre		X	
Maplewood	7%		X	X
Apple Valley	5%			
White Bear Twp.	10%		X	X

From the gathered information, it would appear that the majority of communities are now charging 10% of either the fair market value or 10% of the assessed value.

DIVISION 3. COMMERCIAL AND INDUSTRIAL

Sec. 21-66. Purposes and intent.

The purposes and intent of this division are to assure the citizens of the city that additional open space for parks, playgrounds and recreational facilities will be the responsibility of every sort of new development in the city, not just residential development, so that the city's present vast amount of privately owned open spaces with potential for development are partially available for orderly park, recreational and open space development; to insure that, in fact, such facilities will be provided; and to preserve, enhance and improve the quality of the physical environment of the city for commercial and industrial uses, or a combination thereof, regardless of whether such developments or subdivisions are within the context of the city subdivision ordinances. (Ord. No. 400, § 1, 7-22-76)

Sec. 21-67. Required dedications—Generally.

The developer of any tract of land in the city which is to be developed for commercial, industrial or like uses, shall dedicate to the public for public use as parks, playgrounds or public open space, such portion of his development tract equal to six (6) percent thereof and on January 1, 1985, and thereafter, shall be in the amount of seven (7) percent with said rate to be reviewed in December, 1985. The percentage of the development tract to be so dedicated may be amended by resolution of the council. (Ord. No. 400, § 2, 7-22-76; Ord. No. 564, § 1, 1-23-84)

Sec. 21-68. Same—Delineation of area on preliminary plat or site plan.

The actual area to be dedicated for public use as parks, playgrounds or public open space shall be delineated on the preliminary plat or site plan by the developer. Such plat or site plan shall be referred to the parks and recreation commission for its scrutiny and report to the city council of its findings, conclusions and recommendations, with this referral being in addition to any other referral to other commissions or committees. (Ord. No. 400, § 3, 7-22-76)

Sec. 21-69. Same—Directions of city council.

If the city council, after receiving the reports of the parks and recreation commission and the planning commission, shall determine that such area delineated by the developer pursuant to section 21-68 of this division is unsuitable for such purposes, it may require the subdivider or developer to relocate or rearrange such area or to make such changes or revisions of the proposed dedication as it deems necessary, reasonable and in the interests of the health, safety, general welfare and convenience of the city. (Ord. No. 400, § 4, 7-22-76)

Sec. 21-70. Same—Cash in lieu of dedication; definition; restrictions on use of cash; etc.

(a) In lieu of the dedication of land required for the purposes enumerated in this division, the city council may require the subdivider or developer to pay to the city as an equivalent contribution, an amount in cash equal to the product of the percentage of land

PARKS AND RECREATION

§ 21-70

required to be dedicated, multiplied by the undeveloped land value of the tract to be subdivided or developed. Such cash payments shall be made to the city prior to the issuance of a building permit for commercial, industrial uses or accommodation thereof.

Supp. No. 2

1310.1



Miller & Schroeder Financial, Inc.

I-3

Northwestern Financial Center • 7900 Xerxes Avenue South • P.O. Box 789 • Minneapolis, Minnesota 55431 (612) 831-1500

December 16, 1985

Action by Council:

Mrs. Lucille Aurelius, Clerk
City of Maplewood
City Hall
1380 Frost Avenue
Maplewood, Minnesota 55109

Endorsed _____

Modified _____

Rejected _____

Date _____

Re: St. John's Community Hospital

Dear Mrs. Aurelius:

Please find attached to this letter a proposal presented to the Saint John's Northeast Community Hospital dealing with the refunding of their hospital revenue bonds. It is their intention to pursue the proposal at this time with the City of Maplewood. It is my understanding that this item can be considered by the City Council at their December 23rd meeting. I am also providing resolutions to be considered at that meeting. Additional documentation will be made available by December 17, 1985. I am providing copies of this information to Ms. Mary Ippel, Briggs & Morgan, who serves as Bond Counsel to the City.

If you have any questions concerning this matter, please give me a call at 893-8027.

Sincerely,

MILLER & SCHROEDER FINANCIAL, INC.

Daniel Hartman
Advisor/Underwriter

DH/dwh
Enc

cc: Ms. Mary Ippel

PRESENTATION TO
ST. JOHN'S NORTHEAST COMMUNITY HOSPITAL
DESCRIBING A
FLIP-RATE CROSSOVER REFUNDING
OF THE
OUTSTANDING
HOSPITAL REVENUE BONDS, SERIES OF 1983

November 12, 1985

Miller & Schroeder Financial, Inc.

E. F. Hutton & Company Inc.

PRESENTATION TO
ST. JOHN'S NORTHEAST COMMUNITY HOSPITAL
DESCRIBING THE
FLIP-RATE CROSSOVER REFUNDING PROGRAM

November 1985

Introduction

With the municipal bond market having become increasingly volatile in recent years, tax-exempt issuers have sought new borrowing techniques in order to reduce debt service costs. In order to assist issuers in more effectively managing already-outstanding debt, Miller & Schroeder and E.F. Hutton have developed a new refunding technique which we believe will be of major benefit to issuers: the Flip-Rate Crossover Refunding Program, or "Flippers" for short.

Flippers provide an effective way for St. John's Northeast Community Hospital (the "Issuer") to take advantage of improvements in municipal interest rates since the Issuer's Hospital Revenue Bonds, Series of 1983 were first issued, generating significantly greater present value savings than a conventional refunding. Because of its simplified structure, the Program can be implemented quickly, without the need for costly feasibility reports, lengthy rating agency review, and protracted document drafting sessions. The quick timeframe is particularly important in view of the pending federal legislation which would prohibit advance refundings of tax-exempt bonds after December 31, 1985. Due to the structure of the financing, Flippers will receive a "Aaa" rating through the initial Put Date, making them readily marketable to investors. And perhaps most importantly, Flippers direct much of the debt service savings to early years, allowing current users to benefit from the transaction. A detailed discussion follows below.

Advance Refundings: An Overview

Broadly defined, advance refundings are refinancings of existing indebtedness undertaken before the first call date on the outstanding bonds. In the typical case of a refunding for interest cost savings, the Issuer would "defease" or extinguish the outstanding bonds (the "A Bonds") and the related bond resolution or indenture. It does so by issuing refunding bonds ("B Bonds") whose proceeds are sufficient to provide both for debt service payments on the outstanding A Bonds up to their first call date and the redemption of all A Bonds then outstanding, plus any applicable call premium, at that time.

Under the standard defeasance, B Bond proceeds are invested at the rate on the B Bonds in a specially-tailored escrow fund consisting of U.S. Treasury obligations maturing in amounts sufficient to pay semi-annual debt service on the A Bonds and call in the remaining A Bonds at the call date. The B Bonds, generally of equal term to the A Bonds, are then repaid with the revenue source previously securing the A Bonds. The holders of the A Bonds, now secured by Aaa investments, frequently enjoy a capital gain resulting from the enhanced rating on their Bonds. This approach is useful when the Issuer desires to cancel the old indenture, but it requires that a larger volume of B Bonds be issued, due to the escrow fund's carrying the more costly A Bonds up until the call date at the lower B Bond rate.

Crossover Refunding

Although little-used in the municipal market until very recently, crossover refundings have seen significant application in the corporate bond sector. In a crossover refunding, the proceeds of the B Bonds are, as before, invested in an escrow fund comprised of Treasury obligations. However, the escrow fund is used to pay debt service on the B Bonds until the A Bonds' call date, and at that time it "crosses over" to redeem all then outstanding A Bonds (plus any call premium). Up until the Crossover Date, the Issuer continues to be responsible for paying debt service on the A Bonds; after the escrow fund has redeemed the remaining A Bonds, the Issuer begins servicing principal and interest on the lower-yielding B Bonds. Technically, the B Bonds will not be deemed to be "outstanding" so long as the escrow fund secures them; at the time of the crossover, the B Bonds will become parity bonds under the A Indenture and the A Bonds will be redeemed.

The Flip-Rate/Put Feature

Without any other refinements, the crossover refunding would not reduce the Issuer's annual debt service payments until the Crossover Date. After rating agency discussions and market testing, Miller & Schroeder and E.F. Hutton devised two important enhancements which have the effect of generating excess cash flow from the escrow fund prior to the Crossover Date which may be applied solely to pay principal on the A Bonds in early years.

First, we have given the holders of the B Bonds a put option to the Issuer just prior to the Crossover Date. The Issuer will enter into a Standby Agreement with a major Bank, which will agree to provide liquidity by purchasing any Bonds which cannot be immediately remarketed on the Put Date and holding them until they are remarketed to investors. Second, in order to reflect the value of the put as well as the escrow fund's gilt-edged security for the B Bonds up to the Crossover Date, we have structured the B Bonds with a flip-rate coupon. Prior to the Put Date, the B Bonds will bear interest at a Aaa rate, priced at a level based on the number of years until the Put Date. After that time, the B Bonds will convert to a pre-determined higher rate, reflecting both the reduction in rating from Aaa to the Issuer's current rating of BBB-, and the expiration of the put feature.

The B bonds will be structured as multi-modal tender bonds. The tender option period on the B Bonds will be set at that interval which will result in par bonds yielding the pre-determined rate. For example, if the predetermined rate for a term bond due in 2011 is 10.25% but market conditions are such that the required yield for 18 year paper is 11.25%, the bonds might be marketed as 12 year bonds with a yield of 10.25%. After the next put date 12 years later, another tender option period will be selected, its length again selected in order to provide a yield to put of 10.25%.

Effectively, the Flipper diverts to the Issuer the financial benefit of capital gains normally enjoyed by A Bondholders in a standard defeasance when their Bonds are pre-refunded and become Aaa-escrowed backed obligations.

Range of Savings

Because of the uncertainty regarding future interest rates at the Put Date and the remarketability of the B Bonds at varying interest rates, the overall savings actually achieved will vary within a set range. The variance occurs after the Put Date, since the savings in early years will be realized irrespective of future events. If interest rates at the Put Date are the same or lower than they are today, no B Bonds would be put back (or, if put back, could be remarketed at the flip-up rate). In such a case, the Issuer receives significantly greater front-end savings prior to the Crossover Date and similar yearly savings after the Crossover Date, compared to the conventional refunding. If interest rates at the Put Date are higher than today, the bonds will be remarketed using the multi-modal structure to reach a yield equal to the flip up rate. In the worst case, where the bonds cannot be remarketed, the escrow fund is collapsed and the proceeds used to pay the holders of the 1985 bonds. The Hospital will be responsible for continuing to pay debt service on the 1983 bonds, but will have experienced savings through the Put Date.

Conclusion

In summary, Flippers offer the following advantages over a conventional refunding:

- o Present value savings significantly larger than conventional refundings.
- o Most debt service savings occur in early years, benefitting current users.
- o Flippers may be closed within a short timeframe, bypassing many of the time-consuming tasks required for closing conventional refundings.
- o Flippers will receive a Aaa rating through the Put Date, in effect redirecting to the Issuer from A Bondholders the increased market value resulting from the B Bonds being secured by the escrow fund and the Standby Purchase Agreement.

ST. JOHN'S NORTHEAST COMMUNITY HOSPITAL

SUMMARY OF SAVINGS

(ASSUMING 7.50% INITIAL RATE and 11.0% FLIP-UP RATE)

Scenario One - Bonds Successfully Remarketed at 11% to Maturity in 1993.

Savings to Put Date (Nominal \$)	\$1,754,850
PV Savings to Put Date	1,149,373
Savings to Maturity (Nominal \$)	\$6,012,649
PV Savings to Maturity	2,236,642

Scenario Two - Bonds Not Successfully Remarketed in 1993.

Savings to Put Date (Nominal \$)	\$1,754,850
Call Premium	499,900
	<u>\$2,254,750</u>
PV Savings to Put Date	1,390,230

ST JOHN'S NORTHEAST COMMUNITY HOSPITAL
 "FLIPPER" DEBT SERVICE SAVINGS REPORT

COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6	COL. 7	COL. 8	COL. 9	COL. 10	COL. 11	COL. 12
PERIOD	CURRENT DEBT SERVICE	FLIPPER DEBT SERVICE	FLIPPER ESCROW EARNINGS	SINKING FUND DEPOSITS	SINKING FUND EARNINGS	SINKING CASH AVAIL. TO PAY CUR. PRINCIPAL	PRINCIPAL RETIRED CUR. ISSUE	REINVESTED CASH	EARN. ON REINVEST. CASH	NET D/S TO ISSUER	SAVINGS
01-Dec-85	0	0	0	0	0	0	0	0	0	0	0
01-Dec-86	3,517,400	1,937,113	2,264,591	162,468	0	165,011	165,011	0	0	3,352,389	165,011
01-Dec-87	3,521,000	1,937,113	2,264,591	162,468	15,527	180,538	180,538	0	0	3,340,462	180,538
01-Dec-88	3,521,875	1,937,113	2,264,591	162,468	31,053	196,065	196,065	0	0	3,325,810	196,065
01-Dec-89	3,569,825	1,937,113	2,264,591	162,468	46,582	211,593	211,593	0	0	3,358,232	211,593
01-Dec-90	3,569,900	1,937,113	2,264,591	162,468	62,109	227,120	227,120	0	0	3,342,780	227,120
01-Dec-91	3,566,263	1,937,113	2,264,591	162,468	77,636	242,647	242,647	0	0	3,323,615	242,647
01-Dec-92	3,568,763	1,937,113	2,264,591	162,468	93,164	258,174	258,174	0	0	3,310,588	258,174
01-Dec-93	3,571,225	1,937,113	2,264,591	162,468	108,691	273,702	273,702	0	0	3,297,523	273,702
01-Dec-94	3,562,925	3,249,450	0	0	0	0	0	0	0	3,249,450	314,725
01-Dec-95	3,569,175	3,254,450	0	0	0	0	0	0	0	3,254,450	314,725
01-Dec-96	3,572,575	3,257,850	0	0	0	0	0	0	0	3,257,850	314,725
01-Dec-97	3,568,825	3,254,100	0	0	0	0	0	0	0	3,254,100	314,725
01-Dec-98	3,571,025	3,263,200	0	0	0	0	0	0	0	3,263,200	307,825
01-Dec-99	3,573,025	3,272,950	0	0	0	0	0	0	0	3,272,950	300,075
01-Dec-2000	3,573,625	3,282,250	0	0	0	0	0	0	0	3,282,250	291,375
01-Dec-2001	3,571,625	3,290,000	0	0	0	0	0	0	0	3,290,000	281,825
01-Dec-2002	3,570,825	3,300,100	0	0	0	0	0	0	0	3,300,100	270,725
01-Dec-2003	3,569,425	3,310,900	0	0	0	0	0	0	0	3,310,900	258,525
01-Dec-2004	3,565,625	3,320,750	0	0	0	0	0	0	0	3,320,750	244,825
01-Dec-2005	3,570,000	3,348,000	0	0	0	0	0	0	0	3,348,000	222,000
01-Dec-2006	3,568,000	3,368,800	0	0	0	0	0	0	0	3,368,800	196,200
01-Dec-2007	3,568,750	3,401,500	0	0	0	0	0	0	0	3,401,500	167,250
01-Dec-2008	3,566,875	3,432,250	0	0	0	0	0	0	0	3,432,250	134,625
01-Dec-2009	3,561,250	3,463,300	0	0	0	0	0	0	0	3,463,300	97,950
01-Dec-2010	473,125	416,350	0	0	0	0	0	0	0	416,350	56,775
01-Dec-2011	473,125	416,350	0	0	0	0	0	0	0	416,350	56,775
01-Dec-2012	473,125	416,350	0	0	0	0	0	0	0	416,350	56,775
01-Dec-2013	4,258,125	4,201,350	0	0	0	0	0	0	0	4,201,350	56,775
01-Dec-2014	0	0	0	0	0	0	0	0	0	0	0
01-Dec-2015	0	0	0	0	0	0	0	0	0	0	0
01-Dec-2016	0	0	0	0	0	0	0	0	0	0	0
01-Dec-2017	0	0	0	0	0	0	0	0	0	0	0
01-Dec-2018	0	0	0	0	0	0	0	0	0	0	0
01-Dec-2019	0	0	0	0	0	0	0	0	0	0	0
01-Dec-2020	0	0	0	0	0	0	0	0	0	0	0
01-Dec-2021	0	0	0	0	0	0	0	0	0	0	0
01-Dec-2022	0	0	0	0	0	0	0	0	0	0	0
01-Dec-2023	0	0	0	0	0	0	0	0	0	0	0
01-Dec-2024	0	0	0	0	0	0	0	0	0	0	0
01-Dec-2025	0	0	0	0	0	0	0	0	0	0	0
	\$91,184,300	\$74,017,150	\$18,116,726	\$1,299,790	\$834,763	\$1,754,849	\$1,754,849	\$0	\$0	\$85,171,851	\$6,012,649

PRESENT VALUE TO MATURITY @ FLIPPER TIC \$2,236,842
 PRESENT VALUE TO PUT DATE @ FLIPPER TIC \$1,149,373
 AVERAGE SAVINGS 1ST 5 YEARS \$193,895

F HUTTON

12-Nov-85

ST JOHN'S NORTHEAST COMMUNITY HOSPITAL

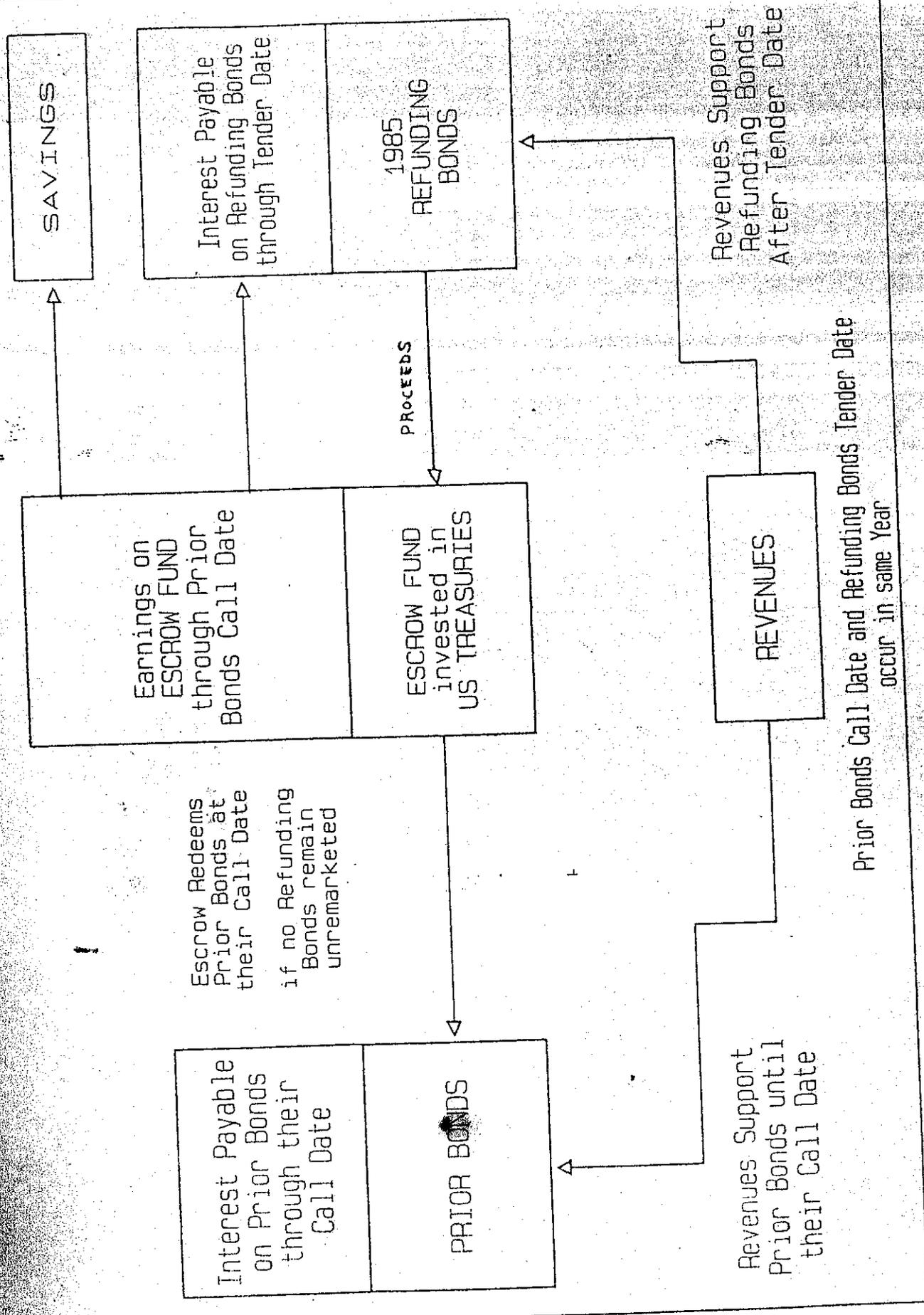
FLIP RATE CROSSOVER REFUNDING BONDS ("FLIPPERS") DEBT SERVICE

COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6	COL. 7	COL. 8	COL. 9
PERIOD	PRINCIPAL OUTSTANDING TO PUT DATE	INTEREST RATE TO PUT DATE	SCHEDULED PRINCIPAL MATURITIES	COUPON	INTEREST TO PUT DATE	INTEREST AFTE PUT DATE	TOTAL INTEREST	TOTAL DEBT SERVICE
01-Dec-85	0	0.000%	0	0.000%	0	0	0	0
01-Dec-86	24,995,000	7.750%	0	0.000%	1,937,113	0	1,937,113	1,937,113
01-Dec-87	24,995,000	7.750%	0	0.000%	1,937,113	0	1,937,113	1,937,113
01-Dec-88	24,995,000	7.750%	0	0.000%	1,937,113	0	1,937,113	1,937,113
01-Dec-89	24,995,000	7.750%	0	0.000%	1,937,113	0	1,937,113	1,937,113
01-Dec-90	24,995,000	7.750%	0	0.000%	1,937,113	0	1,937,113	1,937,113
01-Dec-91	24,995,000	7.750%	0	0.000%	1,937,113	0	1,937,113	1,937,113
01-Dec-92	24,995,000	7.750%	0	0.000%	1,937,113	0	1,937,113	1,937,113
01-Dec-93	24,995,000	7.750%	0	0.000%	1,937,113	0	1,937,113	1,937,113
01-Dec-94	0	0.000%	500,000	11.000%	0	2,749,450	2,749,450	3,249,450
01-Dec-95	0	0.000%	560,000	11.000%	0	2,694,450	2,694,450	3,254,450
01-Dec-96	0	0.000%	625,000	11.000%	0	2,632,850	2,632,850	3,257,850
01-Dec-97	0	0.000%	690,000	11.000%	0	2,564,100	2,564,100	3,254,100
01-Dec-98	0	0.000%	775,000	11.000%	0	2,488,200	2,488,200	3,263,200
01-Dec-99	0	0.000%	870,000	11.000%	0	2,402,950	2,402,950	3,272,950
01-Dec-2000	0	0.000%	975,000	11.000%	0	2,307,250	2,307,250	3,282,250
01-Dec-2001	0	0.000%	1,090,000	11.000%	0	2,200,000	2,200,000	3,290,000
01-Dec-2002	0	0.000%	1,220,000	11.000%	0	2,080,100	2,080,100	3,300,100
01-Dec-2003	0	0.000%	1,365,000	11.000%	0	1,945,900	1,945,900	3,310,900
01-Dec-2004	0	0.000%	1,525,000	11.000%	0	1,795,750	1,795,750	3,320,750
01-Dec-2005	0	0.000%	1,720,000	11.000%	0	1,628,000	1,628,000	3,348,000
01-Dec-2006	0	0.000%	1,930,000	11.000%	0	1,438,800	1,438,800	3,368,800
01-Dec-2007	0	0.000%	2,175,000	11.000%	0	1,226,500	1,226,500	3,401,500
01-Dec-2008	0	0.000%	2,445,000	11.000%	0	987,250	987,250	3,432,250
01-Dec-2009	0	0.000%	2,745,000	11.000%	0	718,300	718,300	3,463,300
01-Dec-2010	0	0.000%	0	11.000%	0	416,350	416,350	416,350
01-Dec-2011	0	0.000%	0	11.000%	0	416,350	416,350	416,350
01-Dec-2012	0	0.000%	0	11.000%	0	416,350	416,350	416,350
01-Dec-2013	0	0.000%	3,785,000	11.000%	0	416,350	416,350	4,201,350
01-Dec-2014	0	0.000%	0	0.000%	0	0	0	0
01-Dec-2015	0	0.000%	0	0.000%	0	0	0	0
01-Dec-2016	0	0.000%	0	0.000%	0	0	0	0
01-Dec-2017	0	0.000%	0	0.000%	0	0	0	0
01-Dec-2018	0	0.000%	0	0.000%	0	0	0	0
01-Dec-2019	0	0.000%	0	0.000%	0	0	0	0
01-Dec-2020	0	0.000%	0	0.000%	0	0	0	0
01-Dec-2021	0	0.000%	0	0.000%	0	0	0	0
01-Dec-2022	0	0.000%	0	0.000%	0	0	0	0
01-Dec-2023	0	0.000%	0	0.000%	0	0	0	0
01-Dec-2024	0	0.000%	0	0.000%	0	0	0	0
01-Dec-2025	0	0.000%	0	0.000%	0	0	0	0
			\$24,995,000		\$15,496,900	\$33,525,250	\$49,022,150	\$74,017,150

TOTAL BOND YEARS
 AVERAGE LIFE IN YEARS
 NET INTEREST COST ("NIC")
 TRUE INTEREST COST ("TIC")

504,735,000
 20.19
 9.58865%
 9.55715%

SCHEMATIC DIAGRAM OF TENDER OPTION REFUNDING BONDS



Endorsed.....	DRAFT
Modified.....	KR&C
Rejected.....	12/16/85

Date _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MINNESOTA AUTHORIZING THE ISSUANCE AND SALE OF NOT EXCEEDING \$26,000,000 OF CITY OF MAPLEWOOD, MINNESOTA TENDER OPTION HOSPITAL REFUNDING REVENUE BONDS (HEALTH RESOURCES HOSPITAL CORPORATION) SERIES 1985 TO PROVIDE FUNDS TO REFUND CERTAIN OUTSTANDING BONDS OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MINNESOTA ISSUED IN CONNECTION WITH HEALTH CARE FACILITIES OF HEALTH RESOURCES HOSPITAL CORPORATION; AUTHORIZING THE EXECUTION AND DELIVERY OF THE INDENTURE OF TRUST SECURING SUCH BONDS AND THE LOAN AGREEMENT PROVIDING FOR THE LOAN OF THE PROCEEDS OF SUCH BONDS TO HEALTH RESOURCES HOSPITAL CORPORATION FOR SUCH PURPOSE; AUTHORIZING THE EXECUTION AND DELIVERY OF THE ESCROW TRUST FUND AGREEMENT; AUTHORIZING A PRIVATE NEGOTIATED SALE OF SUCH BONDS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, 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 of Minnesota (the "State") by the active attraction and encouragement and development of economically sound industry and commerce to prevent so far as possible the emergence of blighted and marginal lands and areas of chronic unemployment; and

WHEREAS, the Act further states in Section 474.01, Subdivision a, that the welfare of the State requires the provision of necessary medical and health care facilities, to the end that adequate health care services be made available to residents of the State at reasonable costs; and

WHEREAS, factors necessitating the active promotion and development of such medical and health care facilities are the increasing concentration of population in the metropolitan areas and the rapidly rising increase in the amount and cost of medical health care services required to meet the needs of the increased population; and

WHEREAS, the City Council of the City of Maplewood, Minnesota (the "City") has received from Health Resources Hospital Corporation, a corporation organized under the laws of the State of Minnesota (the "Company"), a proposal that the City undertake to refinance a project hereinafter described, through the issuance of Bonds, as hereinafter defined, pursuant to the Act; and

WHEREAS, 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 (as hereinafter defined) will assist the City in achieving those objectives; the refinancing of the Project will provide substantial inducement for the continuation of the medical operations of the Company in the City and surrounding areas and will help to increase assessed valuation of the City and surrounding areas and help maintain a positive relationship between assessed valuation and debt and enhance the image and reputation of the community; and

WHEREAS, 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; and

WHEREAS, the City has heard testimony from representatives of the Company regarding certain cost savings to be achieved by virtue of a crossover refunding of a portion of certain Hospital Revenue Bonds (Health Resources Hospital Corporation) Series 1983 of the City (the "Series 1983 Bonds"), which Series 1983 Bonds were issued in connection with various capital improvements to and a refinancing program in respect of the Company's health care facilities (the "Project"); and

WHEREAS, the City is duly authorized and empowered by the laws of the State of Minnesota, including particularly the Act, to issue and sell its refunding revenue bonds for the purpose of refunding a prior issue of bonds used to finance or refinance the cost of any project within the meaning of the Act; and

WHEREAS, the City has determined that it is appropriate for the City to issue its refunding revenue bonds and to loan the proceeds thereof to the Company for the purpose of providing funds for the crossover refunding of the Series 1983 Bonds, all pursuant to a Loan Agreement in which the Company will agree to make or provide for payments in amounts sufficient to pay the principal of, premium, if any, and interest on such revenue bonds and the fees, costs, and expenses of the City in connection with the issuance of such refunding revenue bonds; and

WHEREAS, the City has determined to undertake the crossover refunding of the Series 1983 Bonds by the issuance of its Tender Option Hospital Refunding Revenue Bonds (Health Resources Hospital Corporation) Series 1985 (the "Bonds") in an aggregate principal amount not to exceed \$26,000,000 and to enter into the Indenture of Trust, the Loan Agreement and the Escrow Trust Fund Agreement as hereinafter described, to

reflect the crossover refunding of the Series 1983 Bonds and the issuance of the Bonds; and

WHEREAS, the Company's obligations with respect to the Bonds initially will be payable solely from the proceeds of certain "Escrow Securities" held under and pursuant to the Escrow Trust Fund Agreement hereinafter described to August 15, 1993 and thereafter will be payable solely from payments to be made by the Company pursuant to the Loan Agreement, all as hereinafter described;

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

SECTION 1. Findings. It is hereby ascertained, determined and declared as follows:

A. The City is authorized and empowered by the Act to issue its refunding revenue bonds for the purposes of refunding a prior issue of bonds issued to finance or refinance the cost of any project in order to relieve conditions of unemployment in the State, encouraging an increase of industry and a balanced economy in the State, promoting economic development and promoting the health, welfare and safety of the residents of the City.

B. The Project described in the Loan Agreement and Indenture referred to herein constitutes a Project authorized by the Act.

C. The purpose of the Project is and the effect thereof will be to promote the public welfare.

D. The Project is located within the City limits, at a site which is easily accessible to employees residing within the City and the surrounding communities.

E. The issuance and sale of the Bonds, the execution and delivery by the City of the Loan Agreement, the Escrow Agreement and the Indenture and the performance of all covenants and agreements of the City contained in the Loan Agreement, the Escrow Agreement and the Indenture and of all other acts and things required under the constitution and laws of the State of Minnesota to make the Loan Agreement, Escrow Agreement, Indenture and Bonds valid and binding obligations of the City in accordance with their terms are authorized by the Act.

F. It is desirable that the Bonds be issued by the City upon the terms set forth in the Indenture.

G. The basic payments under the Loan Agreement are fixed to produce revenue sufficient to provide for the prompt payment of principal of, premium, if any, and interest on the Bonds issued under the Indenture when due, and the Loan Agreement and Indenture also provide that the Company is required to pay all expenses of the operation and maintenance of the Project, including, but without limitation, adequate insurance thereon and insurance against all liability for injury to persons or property arising from the operation thereof, and all taxes and special assessments levied upon or with respect to the Project and payable during the term of the Loan Agreement and Indenture.

H. Under the provisions of Minnesota Statutes, Section 474.10, and as provided in the Loan Agreement and Indenture, the Bonds are not to be payable from or charged upon any funds other than the revenue pledged to the payment thereof; the City is not subject to any liability thereon; no holder of any Bonds shall ever have the right to compel any exercise by the City of its taxing powers to pay any of the Bonds or the interest or premium thereon, or to enforce payment thereof against any property of the City except the interests of the City in the Loan Agreement which have been assigned to the Trustee under the Indenture; the Bonds shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City except the interests of the City in the Loan Agreement which have been assigned to the Trustee under the Indenture; the Bonds shall recite that the Bonds are issued without moral obligation on the part of the State or its political subdivisions and that the Bonds, including interest thereon, are payable solely from the revenues pledged to the payment thereof; and the Bonds shall not constitute a debt of the City within the meaning of any constitutional or statutory limitation.

I. A negotiated sale of the Bonds, rather than a sale after public bidding, is in the best interests of the City, since (a) the Bonds will be special and limited obligations of the City payable solely out of the revenues derived by the City from the Loan Agreement hereinafter described and backed solely by the Escrow Securities on deposit under the Escrow Trust Fund Agreement as hereinafter described and thereafter by the general credit of the Company, (b) the Company will be required to pay all costs in connection with the Bonds which are not paid out of bond proceeds or otherwise and to operate and maintain the Project at the Company's own expense, (c) the costs of issuance of the Bonds, which must be borne directly or indirectly by the Company, most likely would be greater if the Bonds are sold by public bidding rather than by private negotiated sale, (d) hospital refunding revenue

bonds of the nature of the Bonds typically are sold by private negotiated sale rather than by public bidding, (e) the Company has conducted negotiations relating to the principal amount, term and interest rate on the Bonds and has indicated its desire to proceed with the sale of the Bonds on a private negotiated basis rather than by public bidding, and (f) authorization of a private negotiated sale of the Bonds is necessary in order to serve the purposes of the Act.

SECTION 2. Authorization of the Refunding. The crossover refunding of the Series 1983 Bonds by the Company as provided in the Loan Agreement, the Escrow Trust Fund Agreement and the Indenture of Trust, all as hereinafter described, is hereby authorized.

SECTION 3. Authorization of the Bonds. To provide for the refunding of the Series 1983 Bonds, the issuance by the City of Tender Option Hospital Refunding Revenue Bonds (Health Resources Hospital Corporation) Series 1985 in an aggregate principal amount not to exceed \$26,000,000 is hereby authorized. The Bonds shall be initially issued as fully registered term bonds in the principal denomination of \$5,000 or any integral multiple thereof, maturing on August 15, 2013 (or such other date as may be provided in the hereinafter-described Indenture of Trust) and bearing interest payable on August 15 and February 15 of each year, commencing on August 15, 1986 (computed on the basis of a 360-day year of twelve 30-day months). The Bonds shall bear interest at the Initial Rate (presently anticipated to be 8.50% but in any event not to exceed 9.50%, as may be hereafter provided in the Indenture of Trust), plus the Supplemental Rate of .25% under the circumstances described in the Indenture of Trust to, but not including, the Initial Remarketing Date (as defined in the Indenture of Trust) and shall thereafter bear interest to the final maturity date at a rate equal to the Minimum Adjusted Yield (as defined in the Indenture of Trust) or such other interest rate as may be determined pursuant to the Indenture of Trust; provided that the interest rate on the Bonds shall not exceed the maximum interest rate permitted by law at the time such interest rate is established pursuant to the Indenture of Trust.

The Bonds shall be subject to tender for purchase by the owners thereof and shall be remarketed on any Remarketing Date in the manner and to the extent provided in the Indenture of Trust. The Bonds shall also be subject to optional, mandatory and extraordinary redemption as provided in the Indenture of Trust.

SECTION 4. Repayment of the Bonds; Limited Obligations. The principal of, premium, if any, and interest on the Bonds shall be secured to the extent provided in the Indenture of Trust hereinafter described, and shall be payable solely from the revenues and proceeds to be derived by the City pursuant to the Loan Agreement hereinafter described, or otherwise from the operation of the Project (except to the extent payable from the proceeds of the Bonds, income from the temporary investment thereof, and, under certain circumstances, the proceeds of insurance and condemnation awards). The Bonds shall not be deemed to be an indebtedness or charge against the general credit or taxing powers of the City within the meaning of any constitutional or charter provision or statutory limitation and neither shall ever constitute or give rise to any pecuniary liability of the City, but shall be the limited obligations of the City payable solely as described hereinabove.

SECTION 5. Authorization of Execution and Delivery of Indenture. The Mayor and City Clerk and other officers of the City are hereby authorized and directed to execute and deliver, simultaneously with the execution and delivery of the Bonds, the Indenture of Trust (the "Indenture"), in substantially the form attached hereto as Exhibit A, with such changes, insertions and omissions as may be approved by the Mayor of the City, his execution thereof being conclusive evidence of such approval.

SECTION 6. Authorization of Execution and Delivery of Loan Agreement. The Mayor and City Clerk and other officers of the City are hereby authorized and directed to execute and deliver, simultaneously with the execution and delivery of the Bonds, the Loan Agreement (the "Loan Agreement"), in substantially the form attached hereto as Exhibit B, with such changes, insertions and omissions as may be approved by the Mayor, his execution thereof being conclusive evidence of such approval. The loan of the proceeds of the Bonds by the City to the Company for the purposes described in the Indenture and the Loan Agreement is hereby authorized and shall be governed by the provisions of the Indenture and the Loan Agreement.

SECTION 7. Authorization of Execution and Delivery of Escrow Trust Fund Agreement. The Mayor and City Clerk and other officers of the City are hereby authorized and directed to execute and deliver, simultaneously with the execution and delivery of the Bonds, the Escrow Trust Fund Agreement (the "Escrow Agreement"), in substantially the form attached hereto as Exhibit C, with such changes, insertions and omissions as may be approved by the Mayor, his execution

thereof being conclusive of such approval. The payment of the interest on the Bonds solely from certain United States government obligations (the "Escrow Securities") held under and pursuant to the Escrow Agreement to August 15, 1993 is hereby authorized and approved.

SECTION 8. Approval of Remarketing Agreement. The City hereby approves the execution and delivery by the Company of the Remarketing Agreement (the "Remarketing Agreement"), in substantially the form attached hereto as Exhibit D, with such changes, insertions and omissions as may be approved by the Mayor, his execution of the Indenture and the Agreement being conclusive evidence of such approval. The appointment of Miller & Schroeder Financial, Inc. and E. F. Hutton & Company Inc. as Remarketing Agent under the Remarketing Agreement is hereby approved.

SECTION 9. Approval of Trustee. The City hereby approves the appointment of First Trust Company, Inc., Minneapolis, Minnesota, as Trustee under the Indenture. Prior to the execution and delivery of the Bonds and upon the request of the Company, the Mayor of the City may approve the appointment of any other financial institution meeting the requirements of the Indenture to act as Co-Trustee, his execution of the Indenture to constitute conclusive evidence of such approval.

SECTION 10. Privately Negotiated Sale of Bonds. A Privately negotiated sale of the Bonds to Miller & Schroeder Financial, Inc., E. F. Hutton & Company Inc. and such other underwriters as may be approved by the Company (the "Underwriters"), rather than a sale by public bidding, is hereby authorized. The sale of the Bonds by the City to the Underwriters shall be made pursuant to the Bond Purchase Agreement, in substantially the form attached as Exhibit E, upon the payment by the Underwriters to the Trustee for the account of the City of the purchase price therefor specified in such Bond Purchase Agreement. The Mayor of the City is hereby authorized to execute and deliver the Bond Purchase Agreement to the Underwriters, with such changes, insertions and omissions as may be approved by the Mayor, his execution thereof being conclusive evidence of such approval.

SECTION 11. Approval and Authorization of Official Statement. The form, terms and provisions of the Preliminary Official Statement, in substantially the form thereof attached hereto as Exhibit F, are hereby approved, and the Underwriters are hereby authorized to use the Preliminary Official Statement in connection with the public offering of the Bonds. The City hereby authorizes the execution and

delivery of a final Official Statement, substantially in the form of the Preliminary Official Statement now before the City, with such changes, insertions and omissions as may be approved by the Mayor (who is hereby authorized to execute and deliver such final Official Statement), his execution thereof being conclusive evidence of such approval.

SECTION 12. Authorization of Execution and Delivery of the Bonds. The Mayor and City Clerk of the City are hereby authorized and directed to execute and deliver the Bonds in the manner provided in the Indenture, and the Trustee is hereby requested to thereupon authenticate the Bonds and deliver the same, upon payment by the Underwriters of the Purchase price therefor hereinabove described, to the Underwriters. The signature of the Mayor and the City Clerk may be by facsimile and the corporate seal of the City may be in facsimile.

SECTION 13. No Personal Liability. No covenant, obligation or agreement herein contained or contained in the Indenture, the Loan Agreement or the Escrow Agreement shall be deemed to be a covenant, obligation or agreement of any officer, member, agent or employee of the City in his individual capacity, and no such officer, member, agent or employee of the City shall be personally liable on the Bonds or be subject to personal liability or accountability by reason of the issuance thereof.

SECTION 14. Authorization of Execution of Other Documents. The Mayor or City Clerk and other officers of the City are hereby further authorized, empowered and directed, either jointly or individually, to do all such acts and things and to execute all such documents and certificates on behalf of the City as may be necessary to conclude and close the issuance, sale and delivery of the Bonds.

SECTION 15. Severability of Invalid Provisions. If any one or more of the covenants, agreement or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be deemed null and void and shall be deemed separable from the remaining covenants, agreements and provisions hereof and shall in no way affect the validity of any of the other provisions hereof or of the Bonds issued hereunder.

SECTION 16. Repeal of Conflicting Resolutions. All resolutions or ordinances or parts thereof of the City in

conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

SECTION 17. Effective Date. This Resolution shall take effect immediately upon its adoption.

Adopted this ^{23rd} 17th day of December, 1985.

CITY OF MAPLEWOOD, MINNESOTA

[SEAL]

Attest:

By _____
Mayor

City Clerk

CERTIFICATION

STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF MAPLEWOOD

I, the undersigned, being the duly qualified and acting Clerk of the City Council of the City of Maplewood, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City duly called and held on the date therein indicated, insofar as such minutes relate to the authorization of the issuance of the Tender Option Hospital Refunding Revenue Bonds (Health Resources Hospital Corporation), Series 1985, in an amount not to exceed \$26,000,000.

WITNESS my hand and the seal of said City this _____ day of December, 1985.

City Clerk

(SEAL)

I-4

November 14, 1985



Mr. John Greavu, Mayor
City of Maplewood
1380 Frost Ave.
St. Paul, Minnesota 55109

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

Dear Mayor Greavu,

The enclosed plan has been reviewed by the communities and by Washington and Ramsey Counties. In the course of review by the counties, several changes were made to the plan. These include:

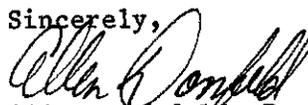
- o An outlet to the St. Croix River was added
- o Special assessments will be made upon properties receiving a verifiable market value increase due to the improvements outlined in the plan.
- o A great deal more information on wetlands and water quality was added.

The plan is being sent to you for two reasons:

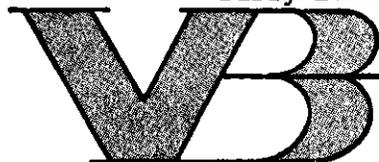
1. We wish to inform you of changes in the plan and to solicit any comments you have on these changes. Please address such comments to the Managers of the District.
2. To alleviate some of the severe damages as a result of continued high water in parts of the District, the District wishes to implement the 509 plan in an expeditious manner. The plan is presently before the Metropolitan Council for their approval.

The Watershed District seeks your cooperation and is asking that you forward the enclosed letter or one similar to it to the Metropolitan Council as soon as possible. The Metropolitan Council needs your response before they can approve the plan.

Your prompt action could help us to make our plan a reality in 1986.

Sincerely,

Allen Dornfeld, President
BOARD OF MANAGERS

AD/11c
c: Marcel Jouseau
Barry Evans



ALLEN DORNFELD JOYCE M. SOMMERDORF GORDON C. MOOSBRUGGER RAY BRENNER RICHARD MURRAY

VALLEY BRANCH WATERSHED DISTRICT

P.O. BOX 142

LAKE ELMO, MINNESOTA 55042

November 17, 1985

Mr. Marcel Jouseau, Director
Natural Resources Program
300 Metro Square Building
7th and Robert Streets
St. Paul, Minnesota

Dear Mr. Jouseau:

The City of Maplewood has reviewed the Water Management Plan of Valley Branch Watershed District (Metropolitan Council Review Draft). Our comments regarding technical issues and financing will be communicated directly to the Watershed Managers.

We find that the plan will not require substantial changes to our comprehensive plan.

Sincerely,

John Greavu, Mayor
City of Maplewood