



Legislation Text

File #: RES 14-759, **Version:** 1

Providing indemnification for the Chief Manager of Penfield Apartments, LLC.

WHEREAS, the sole member of Penfield Apartments LLC ("Penfield") is the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota ("HRA"); and

WHEREAS, Penfield is the owner of a 254 apartment building in Saint Paul, Minnesota ("Apartment Building"); and

WHEREAS, by a Resolution adopted on December 22, 2011 ("Resolution") the Board of Governors of Penfield (who are the same persons who hold the offices of City Council) resolved that the person who held the title of Executive Director of the Housing and Redevelopment Authority of the City of Saint Paul was to be the Chief Manager of Penfield and that such person was to hold that office until his/her successor was duly appointed, and the person currently holding that title was Cecile Bedor; and

WHEREAS, Cecile Bedor has tendered her resignation as the Executive Director of the Housing and Redevelopment Authority of the City of Saint Paul effective May 8, 2014; and

WHEREAS, the Department of Housing and Urban Development ("HUD"), who insures the mortgage on the Apartment Building must preapprove the person who holds the office of Chief Manager of Penfield; and

WHEREAS, there is a need to assure that a person continually holds the office of Chief Manager of Penfield until final endorsement by HUD of the insured mortgage and Cecile Bedor has agreed to remain in that position until final endorsement provided that the City agree to indemnify her for any actions and claims that may arise against her as Chief Manager of Penfield after she leaves the employ of the City; and

WHEREAS, the City Council finds a public purpose in providing the indemnification to Cecile Bedor so that final endorsement on the HUD insured mortgage can occur without delay or interruption;

Now, therefore be it

RESOLVED, by the Council of the City of Saint Paul that the City of Saint Paul agrees to indemnify and defend Cecile Bedor against any and all claims and actions that may be asserted against her as Chief Manager of Penfield, except for any fraudulent or illegal actions, from the date of her termination of employment with the City until final endorsement of the HUD loan.