



[Crystal \(Minn.\).](#)  
[City Council Minutes and Agenda Packets.](#)

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SENT WITH PRELIMINARY AGENDA 8-2-85

Council minutes of July 16, 1985.

Memo from Sanitarian dated 7-19-85 re: Private Kennel License - 5332 Byron Ave. No.

Letter from Wm. Mavity, Attorney dated 7-23-85 re: Pig Roast at Steve-O's on 9-21-85.

Memo from City Engineer dated 7-22-85 re: Extension of Time, AAMCO Transmission, 5231 W. Broadway.

Letter of Transmittal dated 7-15-85 and supporting data from Dan Gallagher re: Change Order for North Fire Station.

Memo from Administrative Assistant dated 7-10-85 re: Rental Increase, Thorson Community Center.

Resolution Relating to a Proposed Development in the City of Bloomington.

Memo from Assist. City Engineer dated 8-2-85 re: Improvement Needs, Cedarwood Court Apartments, 5450-5500 Douglas Drive.

Human Relations Commission Meeting minutes of 7-22-85.

Letter from Jim Thomson, Attorney dated 7-8-85 re: Crystal Fire Station Arbitration.

Crystal Park & Recreation Advisory Commission Agenda for 8-7-85 meeting.

Letter from Mr. & Mrs. Orval Perleberg dated 7-31-85 re: two driveway entrances at 4010 Douglas Drive North.

Letter from Joe Thorne dated 7-31-85 re: 36th Avenue North & Douglas Drive.

*Put with  
packet 8-6-85*

*Box 1 Over Box 2*

## COUNCIL AGENDA

August 6, 1985

Pursuant to due call and notice thereof, the regular meeting of the Crystal City Council was held on August 6, 1985, at 7:00 P.M., at 4141 Douglas Drive, Crystal, Minnesota. The Secretary of the Council called the roll and the following were present:

### Councilmembers

P Schaaf  
P Smothers  
P Herbes  
P Pieri  
P Aaker  
A Moravec  
A Rygg

### Staff

P Irving  
P Kennedy  
P Olson  
P Sherburne  
P Peterson  
P Deno  
P George

The Mayor led the Council and the audience in the Pledge of Allegiance to the Flag.

The minutes of the minutes of the regular Council meeting of July 16, 1985 were approved, with the following exceptions: \_\_\_\_\_

### CONSENT AGENDA

1. Set 7:00 P.M., or as soon thereafter as the matter may be heard, August 20, 1985, as the date and time for a public hearing at which time the City Council will sit as a Board of Adjustments and Appeals to consider a request from Paul Conover for a variance in lot width (40') to build and repair deck at 3540 Lee Avenue North.

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to remove item \_\_\_\_\_ from the Consent Agenda. Motion Carried.

Moved by Councilmember H and seconded by Councilmember P to approve the Consent Agenda. Motion Carried.

REGULAR AGENDA

1. It being 7:00 P.M., or as soon thereafter as the matter may be heard, Mayor Aaker declared this was the date and time as advertised for a public hearing, at which time the City Council will sit as a Board of Adjustments and Appeals, to consider a request from Doug Rynda for a variance of 23' in the required 40' rear yard setback to build a 22' x 24' attached garage and a variance of 4' in the required 40' rear yard setback to build a 12' x 15' deck on the existing house at 4501 Welcome Avenue North. The Mayor asked those present to voice their opinions or ask questions concerning the variance. Those present and heard were: (5 votes needed for approval)

- A. Moved by Councilmember Sh and seconded by Councilmember Sm to (approve) (deny) (continue until \_\_\_\_\_ the discussion of) the authorization to grant a variance pursuant to Section 515.13, Subd. 4 a) to allow a variance of 23' in the required 40' rear yard setback to build a 22' x 24' attached garage at 4501 Welcome Avenue North as requested in Variance Application #85-37.

Motion Carried.

- B. Moved by Councilmember H and seconded by Councilmember Sm to (approve) (deny) (continue until \_\_\_\_\_ the discussion of) the authorization to grant a variance pursuant to Section 515.13, Subd. 4 a) to allow a variance of 4' in the required 40' rear yard setback to build a 12' x 15' deck to the existing house at 4501 Welcome Avenue North as requested in Variance Application #85-37.

Motion Carried.

2. Mrs. Shirley Burgoyne, 4346 Welcome Avenue North, appeared before the City Council to discuss sidewalk repair along Welcome Avenue. *Those present and heard were:*

*Gene Durham, 5515 - 44<sup>th</sup> Ave. No.  
Lorraine Doase, 4334 Welcome  
Kathryn Carlson, 4356 Welcome*

August 6, 1985

3. The City Council considered a request from Vince McCay and Melissa Peterson for a private kennel license at 5332 Byron Avenue North. *Those present and heard were:*

*Vince McCay, 5332 Byron  
Jodi Marx, 5332 Byron  
Jim Skiff, 5324 Byron  
Mr. Bartyka, 5325-48<sup>th</sup> Ave. No.  
John Mark, 5316 Byron*

*Mrs. Reed, 5333 Byron*

Moved by Councilmember P and seconded by Councilmember Sm. to (approve) (deny) (continue until \_\_\_\_\_ the discussion of) a private kennel license for Vince McCay and Melissa Peterson, 5332 Byron Avenue North.

Aye: *Sk, Sm, Pieri* No: *Herber, Aaker* Absent: *Rygg + Morawec* Motion Carried.

4. The City Council considered a request from Steve-O's, 4900 West Broadway, to hold a pig roast in the parking lot on September 21, 1985, with customers being allowed to consume drinks in the lot.

Moved by Councilmember Sm and seconded by Councilmember Sk to (approve) (deny) (continue until \_\_\_\_\_ the discussion of) a request from Steve-O's to hold a pig roast in the parking lot and also allowing customers to consume drinks in the parking lot at 4900 West Broadway on September 21, 1985.

*Use same motion as last year found on page 130 of August 7, 1984 minutes.* Motion Carried.

5. A representative of the Human Relations Commission appeared before the City Council concerning a proposal for mediation services.

*Don Fish could not attend. Appearance to be rescheduled.*

6. The City Council considered an extension of time for completion of site improvement work at 5231 West Broadway from July 15, 1985 to June 1, 1986, as requested by AAMCO Transmission.

Moved by Councilmember Sh and seconded by Councilmember Sm to (approve) (deny) (continue until \_\_\_\_\_ the discussion of) an extension of time for completion of site improvement work at 5231 West Broadway from July 15, 1985 to June 1, 1986 as requested by AAMCO Transmission. *per City Engineer's Recommendation.* Motion Carried.

7. The City Council considered a Change Order for the North Fire Station.

Moved by Councilmember H and seconded by Councilmember P to (approve) (deny) (continue until \_\_\_\_\_ the discussion of) the Change Order for the North Fire Station. Motion Carried.

8. The City Council considered rental increase at Thorson Community Center, 7323 - 58th Avenue North.

Moved by Councilmember Sm and seconded by Councilmember Sh to (approve) (deny) (continue until \_\_\_\_\_ the discussion of) rental increase for Thorson Community Center, 7323 - 58th Avenue North. Motion Carried.

9. The City Council considered a resolution relating to the proposed development in the City of Bloomington. *Noted*

Moved by Councilmember H and seconded by Councilmember P to adopt the following resolution, the reading of which was dispensed with by unanimous consent:

RESOLUTION NO. 85-64

RESOLUTION RELATING TO A PROPOSED DEVELOPMENT  
IN THE CITY OF BLOOMINGTON

By roll call and voting aye: Sh, Sm, H, P, A, \_\_\_\_\_; voting no: \_\_\_\_\_; absent, not voting: R, M, \_\_\_\_\_. Motion carried, resolution declared adopted.

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to (deny) (continue until \_\_\_\_\_ the discussion of) a resolution relating to a proposed development in the City of Bloomington. Motion Carried.

10. The City Council considered setting surety in the amount of \$95,000 as a guarantee of faithful performance of certain requirements as a condition of building permit approval for Cedarwood Court Apartments, 5450-5500 Douglas Drive.

Moved by Councilmember Sh and seconded by Councilmember Sm to set surety in the amount of \$95,000 as a guarantee of faithful performance of certain work requirements as a condition of building permit approval for Cedarwood Court Apartments, 5450-5500 Douglas Drive. Motion Carried.

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to (deny) (continue until \_\_\_\_\_ the discussion of) setting surety in the amount of \$95,000 for Cedarwood Court Apartments, 5450-5500 Douglas Drive. Motion Carried.

*Moved by Councilmember Sh and seconded by Councilmember Smathers to authorize issuance of a building permit subject to receipt of bond and signed agreement within 14 days. Motion Carried*

11. The City Council considered a preliminary request from Norm Nafstad to establish a tax increment district for the purpose of building a 300-350 unit multiple dwelling project (senior and market rate housing) in the vicinity of 31st and Colorado Avenue North.

*Mr. Nafstad appeared.*

*Moved by Councilmember Sh and seconded by Councilmember H to direct staff to do the preliminary work needed to proceed with this project.*

*Motion Carried*

August 6, 1985

13.  
12.

The City Council considered a letter received from Mr. & Mrs. Orval Perleberg pertaining to two entrances to circle driveway at 4010 Douglas Drive and a letter received from Mr. Joe Thorne regarding 36th Avenue North and Douglas Drive.

Moved by Councilmember Sh and seconded by Councilmember Smathers to table discussion until staff can investigate the effect of the Douglas Drive Project on these requests, <sup>bring them to the Planning Commission,</sup> and bring suggestions back to the Council. ~~to~~

Motion Carried

12. The City Council considered a request from Jeff Myslicki of Myslicki Enterprises, Inc. dba Ciao Bellis, ~~2732 Douglas Drive,~~ for ~~a license~~ a license to operate a tavern at 2732 Douglas Drive.

Moved by Sm and seconded by H to approve the license.

Motion Carried.

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Certificates of Appreciation were presented to <sup>the</sup> City Manager and City Council ~~for their~~ by the Crystal Trellis Committee.

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Ann Rest appeared and spoke on the City of Bloomington proposed Resolution and Council's action on same.

Moved by Councilmember H and seconded by Councilmember Sm. to approve the list of license applications. Motion Carried.

*Mr. Herber asked about Food establishment license for Adair Legion and Mr. Irving advised Council to remove it from the list of licenses.*

Moved by Councilmember Sm. and seconded by Councilmember Sh to adjourn the meeting. Motion Carried.

APPLICATIONS FOR LICENSE  
AUGUST 6, 1985

GARBAGE AND REFUSE HAULERS - (\$27.50 Co. Lic. + \$16.50 ea. vehicle)

Dave's Sanitation, Hamel, Minnesota

FOOD ESTABLISHMENT - Retail (\$82.50 1st fac. + \$27.50 ea. addnl fac.)

Crystal Super Valu, 4200 Douglas Drive

VENDING - Nonperishable (\$8.75 1st mach. + \$4.50 ea. addnl mach.  
in same location)

Crystal Super Valu, 4200 Douglas Drive

FOOD ESTABLISHMENT - Itinerant (\$27.50 1st day + \$11.00 ea. addnl  
day)

Adair Liquor, 6001 42nd Avenue North, August 16 & 17, 1985  
parking lot promotion

FOOD ESTABLISHMENT - Restaurant (\$110.00 1st fac. + \$27.50 ea.  
addnl fac.)

Burger King #4629, 3526 Lilac Drive

PLUMBING LICENSE - (\$30.25)

Hovde Plumbing & Heating, Inc.  
The Krumholz Company

GAS FITTERS LICENSE - (\$30.25)

A. Binder & Son, Inc.

CIGARETTES - (\$12.00 ea. mach and/or over the counter sales)

Crystal Super Valu, 4200 Douglas Drive

*Harlene*

August 2, 1985

Dear Councilmembers:

Tuesday night's meeting should be short. Only one issue, in my opinion, deserves a great amount of deliberation but as always, my predictions don't always come true. Whether or not I am right, the agenda will go somewhat as follows:

Consent Agenda

ITEM

SUPPORTING DATA

1. Set public hearing to consider a request from Paul Conover for a variance in lot width (40') to build and repair decks at 3540 Lee Avenue North.

None

The Consent Agenda merely sets a public hearing for August 20, 1985 regarding a request for a variance. The Regular Agenda is as follows:

Regular Agenda

1. Public hearing to consider a request from Doug Rynda for a variance to Section 515.13, Subd. 4 (a), to encroach 23' in the required 40' rear yard setback to build an addition to the existing garage and a 12' x 15' deck at 4501 Welcome Avenue North.

None

Don Peterson will explain in detail, Mr. Rynda's request.

2. Appearance by Mrs. Shirley Burgoyne, 4346 Welcome Avenue North concerning the repair of sidewalks along Welcome Avenue.

None

Mrs. Burgoyne will be in to discuss with the Council the possibility of the City not requiring cash escrow for improvements done by her and some of her neighbors to the public sidewalk as required under the present safety program to replace broken or unsafe sidewalk sections. Since I have been employed with the City of Crystal, the City has always required some form of guarantee that work is done on public right-of-way in a proper fashion. In the case of small amounts, this has always been done by cash escrow. As soon as the work is approved the escrow is released and generally then, the person who hired the work done pays the bill - at least we advise them to wait until that time to pay their contractor. In Mrs. Burgoyne's case she objects to the 150% of the cost, or at least she did so to me. That has always been our policy and that policy was established because years ago, the City got stuck a couple of times because when they went to do the work required, the escrow amount wasn't sufficient so the City had to supply additional funds to accomplish the work that developers or residents were required to do. At that time the Council established the 150% of the estimated cost. Mrs. Burgoyne does have a contractor who holds another

job but does this kind of work on the side. She has a lot of faith in him and I am certainly not saying that that faith is misguided. I strongly urge that you continue the policy that was started years ago so that if this contractor or any other contractor defaults, the City and the public are protected.

3. Consideration of a request from Vince McCay and Melissa Peterson for a private kennel licesne at 5332 Byron Avenue North.

Letter from Sanitarian of 7-19-85; application; letter to proponent; letter to adjacent properties.

I believe the letter from the Sanitarian is self-explanatory. If questions are asked Tuesday night, hopefully, we will have the answer.

4. Consideration of a request from Steve-O's, 4900 West Broadway, to hold a pig roast in the parking lot on 9-21-85, with customers being allowed to consume drinks in the lot.

Letter from William Mavity, Attorney for Mr. Weisman dated 7-23-85.

This will be their third or fourth annual pig roast. No problems have been created in the past because of the celebration. Dave will advise you if there is action you should take as to the outside drinking during that celebration.

5. Appearance by a representative of the Human Relations Commission concerning a proposal for mediation services.

None

I am not certain who will be in attendance but Don Fish has asked that this be on the agenda so that they can talk with the Council about the possibility of either joining the Brooklyn Center Mediation Service (if the name were changed) or establish our own mediation service in Crystal. A representative will explain what the Mediation Service is all about.

6. Consideration of an extension of time for completion of site improvement work at 5231 West Broadway from July 15, 1985 to June 1, 1986, as requested by AAMCO Transmission.

Letter from City Engineer dated 7-22-85.

This is the property owned by Steve Leppa. He made his request to Bill, and I think Bill's letter is self-explanatory.

7. Consideration of a Change Order for the North Fire Station.

Letter of transmittal and supporting data from architect.

This is the kind of change order that is easily explained. It results in a savings to the City of Crystal. That generally doesn't happen. Most change orders add to the cost. Naturally, I support its approval. I have also included for your information, a copy of the arbitration award. We feel we made out pretty good. We thought there was a possibility that we could lose the arbitration at a cost of about \$45,000. When we found the costs were only going to be \$3500 we felt that we in effect, won the arbitration. As you can see from the award, the

general contractor was only awarded a small amount of money. One sub-contractor who did run into some problems with earth work was the big winner. I think he was the big winner because the specifications were not really as clear as they could have been but even if they were more clear, it was my feeling after sitting through the arbitration process, that the sub-contractor would have won this award no matter what our testimony would have been and no matter how tight the specs could have been made. It is my opinion that we came out on the good side. We do have a different color floor than we thought we would have but we have \$4100 to take care of that situation if we desire to. We have one driveway that is spalled and very likely will continue to spall for the next year or two but we have \$12,000 to correct that when necessary. We had asked for \$19,000 based on an engineer's estimate and are very happy to receive the \$12,000. There are a couple of other items that were named in the arbitration that no specific reference was made to in the judgement so we are assuming the arbitration board felt they were without merit and chose our side and made that clear by not mentioning it in the award. That was an amount of approximately \$6,000 to \$7,000.

8. Consideration of a rental increase at Thorson Community Center. Memo from Administrative Assistant dated 7-10-85.

I believe Nancy's memo is self-explanatory. Even at \$7.05 per square foot we are probably the most reasonable office space in the area. As you may know, I am on the Board of Directors of the Northwest Hennepin Human Services Council. Their Executive Director looked around while she was making her 1986 budget and made a report to the Executive Board that if she were to replace the space they now have at Thorson it would probably cost them in the \$10.00 per square foot and up figure, so I believe we are accomplishing the goals we set out to do - to provide reasonably good office space for non-profit organizations and provide a space for indoor activities for our senior citizen and Park & Recreation programs.

9. Consideration of a resolution relating to the proposed development in the City of Bloomington. Copy of resolution

I have enclosed a copy of a resolution prepared by Dave. I think you should very carefully read it before you adopt it and keep in mind what Bloomington is saying about Minneapolis and St. Paul projects that are excluded from the Fiscal Disparities Law because our redevelopment project is done through the Tax Increment Program, it too is excluded from the Fiscal Disparities Law and the City of Crystal captures all of the increased value and does not distribute any of that to the metropolitan area. I mention this so that we do not trap ourselves of being accused of talking out of both sides of our mouth. I don't intend to deter you from passing this resolution or a similar one - just want you to know all of the facts as they pertain to us.

August 2, 1985

- |     |   |   |
|-----|---|---|
| 10. | Consideration of setting surety in the amount of \$95,000 for the faithful performance of certain on-site work requirements for Cedarwood Apartments (Brutger's) as a condition of issuance of a building permit.                       | A copy of a memo from Assistant City Engineer dated 8-2-85. |
| 11. | Consideration of a preliminary request of Norm Nafstad to establish a tax increment district for the purpose of building a 300-350 unit multiple dwelling project (senior and market rate) in the vicinity of 31st and Colorado Avenue. | None  |

Norm Nafstad who has been putting this project together off and on for 15 or 20 years now seems to be interested in building a project which would include senior housing and multi-family units and will request that the City declare this a tax increment district so that the City can participate in some off-site and on-site improvements which would include, but are not limited to, soil stabilization, construction of on-site ponds, construction of off-site roadways and public utilities. Staff has been working with Mr. Nafstad off and on for the past 20 years and more recently, for the past 2 months or so. We have included Dave and Bob Pulscher in some of those discussions. Both have advised us that it seems to be a very workable tax increment program which would require a shorter term with better results than the redevelopment in the Bass Lake Road/Becker Park area. When you have heard Norm's presentation staff will be requesting some discussion from the Council as to their desire to proceed and any limits that they would like to apply to that procedure. This is the item that I thought might take some deliberation but as you can see, the agenda is short and should allow time for these discussions.

As of this writing this appears to be the items that you will have to consider Tuesday night. I have, however, included the following informational items:

1. Human Relations Commission minutes of 7-22-85.
2. Letter regarding arbitration at North Fire Station
3. Park & Recreation Advisory Commission Agenda for August 7, 1985.

APPLICATIONS FOR LICENSE  
AUGUST 6, 1985

GARBAGE AND REFUSE HAULERS - (\$27.50 Co. Lic. + \$16.50 ea. vehicle)

Dave's Sanitation, Hamel, Minnesota

FOOD ESTABLISHMENT - Retail (\$82.50 1st fac. + \$27.50 ea. addnl fac.)

Crystal Super Valu, 4200 Douglas Drive

VENDING - Nonperishable (\$8.75 1st mach. + \$4.50 ea. addnl mach.  
in same location)

Crystal Super Valu, 4200 Douglas Drive

FOOD ESTABLISHMENT - Itinerant (\$27.50 1st day + \$11.00 ea. addnl  
day)

Adair Liquor, 6001 42nd Avenue North, August 16 & 17, 1985  
parking lot promotion

FOOD ESTABLISHMENT - Restaurant (\$110.00 1st fac. + \$27.50 ea.  
addnl fac.)

Burger King #4629, 3526 Lilac Drive

PLUMBING LICENSE - (\$30.25)

Hovde Plumbing & Heating, Inc.  
The Krumholz Company

GAS FITTERS LICENSE - (\$30.25)


A. Binder & Son, Inc.

CIGARETTES - (\$12.00 ea. mach and/or over the counter sales)

Crystal Super Valu, 4200 Douglas Drive

M E M O R A N D U M

TO: John T. Irving, City Manager

FROM: Kristin A. Lee, Public Health Sanitarian 

RE: Private Kennel License Application at:  
5332 Byron Avenue North  
For: Vince McCay & Mellisa Peterson

DATE: July 19, 1985

An inspection was made July 8, 1985, of the McCay and Peterson property at 5332 Byron Avenue North, Crystal, Minnesota.

There are five (5) animals currently living on the property, four (4) dogs and one (1) cat. The dogs are all about three (3) months' old and will be spayed or neutered when they reach the appropriate age.

The cat stays indoors and uses a litter box in the basement. The dogs are kept in the backyard which is completely enclosed by a 6 foot high wood fence. The dogs are allowed to run free in this area and spend virtually all of their time in it. Feces were being removed from the fenced area daily; however, I noticed that there was a fly problem and suggested cleaning the yard two times daily. Ms. Peterson agreed to this.

There is only one dog house, at the present, which the dogs all share. Ms. Peterson said they plan to provide a house for each dog in the near future.

There did not appear to be any sanitation problem inside the house when I conducted my investigation. However, I have received several complaints from neighbors regarding odors and sanitation problems at this property.

I have conducted three previous inspections at 5332 Byron Avenue North, in response to complaints. During one of these inspections, I detected a strong fecal odor coming from a very large accumulation of dog feces in the garage. Orders were issued and were abated in the time allotted.

The animals were quite friendly and non-aggressive during my inspection.

Private Kennel License  
for Vince McCay & Melissa Peterson  
5332 Byron Avenue North, Crystal, MN  
July 19, 1985

Page 2

The Police computer files show record of three complaints in the last two years at this address. The complaints regarded excessive barking and unrestrained dogs. No citations have been issued.

Wilma Cody, Crystal Animal Warden, has received numerous complaints in the last month of loose and barking dogs. When she has investigated these complaints, she has not found either of these problems.

All of the complaints that I have received, and all those where the complainant left a name, that the Animal Warden has received, have been from the same party.

The petition for the Kennel License application has never been turned in to us although several requests have been made by myself and Joan Tatley to get it in.

Because of the history of complaints and the previous problems with sanitation, I cannot unconditionally recommend approval of this license application. I suggest that if a license is approved, that it be made probationary, with the understanding that no further problems with sanitation occur.

KAL:jt  
cc: T. L. Heenan, Supervising Sanitarian

CITY OF CRYSTAL  
4141 Douglas Drive  
Crystal, Minnesota 55422

APPLICATION FOR KENNEL LICENSE

1. Applicant's Name Vince K. McCoy
2. Applicant's Address 5332 Byron Ave. No.  
Crystal
3. Applicant's Telephone Number 535 9485
4. Kennel Name \_\_\_\_\_
5. Kennel Address \_\_\_\_\_
6. Kennel Telephone Number \_\_\_\_\_ Business # \_\_\_\_\_
7. Type of Kennel (Check one): Commercial \_\_\_\_\_ Private X
8. Zoning Classification of Land Residential
9. Adjacent Property Uses: North \_\_\_\_\_  
East \_\_\_\_\_  
South \_\_\_\_\_  
West \_\_\_\_\_
10. Nature and/or extent of kennel operation including number of animals on the premise 4 Dogs & 1 cat  
1 Malamute/Samoyed, 1 Shepherd/Lab, 1 Spitz/Lab  
1 Springer/Lab and 1 Manx Cat
11. Kennel Layout and Construction Dog Houses in Fenced  
yard
12. If Private Kennel, provide copies of rabies certificates for both dogs and/or cats and Crystal license numbers for dogs.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
13. APPLICANT'S SIGNATURE X Vince K. McCoy DATE 6/28/85

July 18, 1985

Melissa Peterson & Vince McCay  
5332 Byron Avenue North  
Crystal, MN 55429

Dear Ms. Peterson & Mr. McCay:

This letter is being sent to inform you that your request for a Private Kennel license at 5332 Byron Avenue North, Crystal, Minnesota, will be considered by the Crystal City Council at their August 6, 1985, Council Meeting.

This meeting begins at 7:00 P.M. and takes place in the City Hall at 4141 Douglas Drive in the Council Chambers.

We would appreciate your attendance to aid in the disposition of your request. The kennel license is necessary in order for you to maintain more than two animals at your residence.

If you have any questions, please call me at 537-8421.

Sincerely,

Kristin A. Lee  
Public Health Sanitarian  
Crystal Health Department

KAL:jt

LETTERS SENT TO NEIGHBORS:

Irene Hendrickson, 5340 Byron  
Maymie Reed, 5333 Bryon  
Anthony Rockstroch, 5333 48th  
Theodore Partyka, 5325 48th  
Dale Erickson, 5317 48th  
John Mork, 5316 Bryon  
Walter Day, 5325 Bryon

July 18, 1985

James Skiff  
5324 Byron Avenue North  
Crystal, MN 55429

Dear Mr. Skiff:

This letter is being sent to inform you that the Crystal City Council will be considering the application for a Private Kennel License at 5332 Byron Avenue North, Crystal, Minnesota. This meeting will be held on August 6, 1985 at the Crystal City Hall, 4141 Douglas Drive, in the Council Chambers.

The meeting will begin at 7:00 P.M. The City Code requires that, in any household containing more than two animals, a Private Kennel license is required. The applicants, in this case, have 4 dogs and one cat which necessitates their request.

If you have any comments, your attendance will be appreciated. If you have any questions, please call me at 537-8421.

Sincerely,

Kristin A. Lee  
Public Health Sanitarian  
Crystal Health Department

KAL:jt

MAVITY & RYAN

LAW OFFICES

916 MIDWEST PLAZA WEST

801 NICOLLET MALL

MINNEAPOLIS, MINNESOTA 55402

(612) 341-0707

WILLIAM J. MAVITY  
JAMES G. RYAN  
PATRICIA HANSELL

\*ADMITTED IN MINNESOTA  
AND WISCONSIN

July 23, 1985

Mr. John T. Irving, City Manager  
City of Crystal  
4141 Douglas Drive  
Crystal, Minnesota 55422

Dear Mr. Irving:

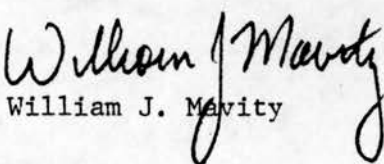
As you know, I represent Mr. Steven Weisman, owner of Steve-O's, 4900 West Broadway, Crystal, Minnesota. Mr. Weisman is planning his fourth annual pig roast customer appreciation day at Steve-O's on September 21, 1985. As before, this event will feature the all-day roasting of a pig in Steve-O's parking lot, which will then be served without charge to customers around 6:00 p.m.

Mr. Weisman requests City Council approval to permit Steve-O's customers to consume drinks in his parking lot while observing the pig roast. The Council has granted this request for each of the past three years and the activities have run smoothly and without incident.

I would appreciate your placing this request on the August 6, 1985 Council's meeting agenda. Please call me if you have any questions.

Very truly yours,

MAVITY & RYAN

  
William J. Mavity

WJM:j

cc: Steven Weisman

July 22, 1985

Honorable Mayor & City Council  
City of Crystal, MN

Re: Extension of Time  
AAMCO Transmission  
5231 West Broadway

Dear Councilmembers:

A late construction start on the above-captioned project has made the completion date of July 15, 1985, unrealistic.

Construction is now proposed to start in August 1985.

It is recommended that the time of completion for the site improvement work be extended to June 1, 1986.

Sincerely,

A handwritten signature in cursive script, reading "Wm. L. Sherburne".

William L. Sherburne, P.E.  
City Engineer

WLS:jrs

cc: Steve Leppa, CSI Electric  
5241 West Broadway

Phone 542-8259

TO CITY OF CRYSTAL  
4141 DOUGLAS DRIVE NORTH  
CRYSTAL, MN. 55422

|           |                |         |
|-----------|----------------|---------|
| DATE      | 9-15-85        | JOB NO. |
| ATTENTION | JOHN T. IRVING |         |
| RE        | JOHN T. IRVING |         |
|           | FIRE STATION   |         |
|           |                |         |
|           |                |         |
|           |                |         |
|           |                |         |

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via \_\_\_\_\_ the following items:

- ☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications  
☐ Copy of letter ☐ Change order #3 ☐

| COPIES | DATE | NO. | DESCRIPTION |
|--------|------|-----|-------------|
|        |      |     |             |
|        |      |     |             |
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|        |      |     |             |

THESE ARE TRANSMITTED as checked below:

- ☐ For approval ☐ Approved as submitted ☐ Resubmit \_\_\_\_\_ copies for approval  
☐ For your use ☐ Approved as noted ☐ Submit \_\_\_\_\_ copies for distribution  
☐ As requested ☐ Returned for corrections ☐ Return \_\_\_\_\_ corrected prints  
☐ For review and comment ☐ \_\_\_\_\_  
☐ FOR BIDS DUE \_\_\_\_\_ 19 \_\_\_\_\_ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS

JACK,

PLEASE PROCESS CHANGE ORDER #3 & RETURN  
TWO (2) COPIES TO ME.

THANK YOU.

COPY TO \_\_\_\_\_

SIGNED:

Daniel P. Gallagher

## DAN GALLAGHER ARCHITECTS

3609 GETTYSBURG AVE. N. • MINNEAPOLIS, MN 55427 • PHONE 542-8259

July 10, 1985

CHANGE ORDER #3

PROJECT: John T. Irving Fire Station  
OWNER: City of Crystal; Thomas Aaker, Mayor  
CONTRACTOR: Arkay Construction Company

TO: Arkay Construction Company  
620 North County Road 18  
Suite 189  
Minneapolis, Minnesota 55427

You have been directed to make the following changes in this Contract:

|   | <u>Add</u> | <u>Credit</u> |
|---|------------|---------------|
| 1. Deleted sanitary sewer work from edge of parking lot to curb at West Broadway: |            | \$728.00      |
| 2. Inset strike on Door #104:   | \$137.50   |               |
|   | \$137.50   | \$728.00      |

Net Credit to Contract: \$590.50

Signatures Required: OWNER: City of Crystal: Thomas Aaker, Mayor  
John T. Irving, City Manager  
ADDRESS: 4141 Douglas Drive North  
Crystal, Minnesota 55422

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR: Arkay Construction Company  
620 North County Road 18; Suite 189  
Minneapolis, Minnesota 55427  
BY: *[Signature]*  
DATE: 7/12/84

ARCHITECT: Gallagher Architects  
3609 Gettysburg Avenue North  
Minneapolis, Minnesota 55427  
BY: *Daniel P. Gallagher*  
DATE: 7-10-85

# DAN GALLAGHER ARCHITECTS

3609 GETTYSBURG AVE. N. • MINNEAPOLIS, MN 55427 • PHONE 542-8259

July 10, 1985

## CHANGE ORDER #3

PROJECT: John T. Irving Fire Station  
OWNER: City of Crystal; Thomas Aaker, Mayor  
CONTRACTOR: Arkay Construction Company

TO: Arkay Construction Company  
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Net Credit to Contract: \$590.50

Signatures Required: OWNER: City of Crystal: Thomas Aaker, Mayor  
John T. Irving, City Manager  
ADDRESS: 4141 Douglas Drive North  
Crystal, Minnesota 55422

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR: Arkay Construction Company  
620 North County Road 18; Suite 189  
Minneapolis, Minnesota 55427  
BY: *[Signature]*  
DATE: 7/12/84

ARCHITECT: Gallagher Architects  
3609 Gettysburg Avenue North  
Minneapolis, Minnesota 55427  
BY: *Daniel P. Gallagher*  
DATE: 7-10-85

CONTRACTOR

# DAN GALLAGHER ARCHITECTS

3609 GETTYSBURG AVE. N. • MINNEAPOLIS, MN 55427 • PHONE 542-8259

July 10, 1985

## CHANGE ORDER #3

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Net Credit to Contract: \$590.50

Signatures Required: OWNER: City of Crystal: Thomas Aaker, Mayor  
John T. Irving, City Manager  
ADDRESS: 4141 Douglas Drive North  
Crystal, Minnesota 55422

BY: \_\_\_\_\_


BY: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR: Arkay Construction Company  
620 North County Road 18; Suite 189  
Minneapolis, Minnesota 55427  
BY: *[Signature]*  
DATE: 7/12/84

ARCHITECT: Gallagher Architects  
3609 Gettysburg Avenue North  
Minneapolis, Minnesota 55427  
BY: *Daniel P. Gallagher*  
DATE: 7-10-85

July 10, 1985

TO: John T. Irving, City Manager   
FROM: Nancy Deno, Administrative Assistant  
RE: Rental Increase, Thorson Community Center

Due to the increased costs of operation of Thorson Community Center, I am recommending an increase of rental fees. Listed below are current rental rates and my recommendation for January 1, 1986.

|                  | <u>Present Fee</u>                                |                    | <u>Proposed Fee</u>                    |
|------------------|---|--------------------|--|
| Tenants          | \$6.55/sq. ft.<br>(50¢/sq. ft. is A.C. Surcharge) | =                  | 50¢/sq. ft. increase<br>\$7.05/sq. ft. |
|                  |   | <u>Local Group</u> | <u>Commercial Group</u>                |
| Meeting room     | \$5.00/hr.  | \$ 5.00/hr.        | \$10.00/hr.                            |
| *Gym             | \$7.50/hr.  | \$10.00/hr.        | \$20.00/hr.                            |
| *Rehearsal (Gym) | -   | \$ 3.00/hr.        | \$ 5.00/hr.                            |
| *Kitchen         | -   | \$10.00/hr.        | \$20.00/hr.                            |

(\* Minimum two hours)

6/85

Thorson Community Center      7323 - 58th Avenue North, Crystal, Minnesota

|      | <u>Actual<br/>Expenditures</u> | <u>Estimated<br/>Expenditures</u> | <u>Actual<br/>Revenue</u> | <u>Estimated<br/>Revenue</u> | <u>Totals</u> | <u>AC<br/>Surcharge<br/>(collected<br/>as actual<br/>revenue)</u> |
|------|--------------------------------|-----------------------------------|---------------------------|------------------------------|---------------|---|
| 1980 | \$ 41,672                      |                                   | \$20,390                  |                              | -21,282       |   |
| 1981 | 54,526                         | 105,708                           | 53,326                    | 74,745                       | - 1,200       |   |
| 1982 | 67,231                         | 126,606                           | 48,765                    | 85,944                       | -18,466       |   |
| 1983 | 79,332                         | 124,900                           | 69,123                    | 100,845                      | -10,209       | 4,735.88  |
| 1984 | 105,720                        | 140,260                           | 97,541                    | 99,685                       | - 8,179       | 10,687.88   |

Room Rental Fees

|                               |  |
|-------------------------------|--|
| January 1980 - \$4.00/sq. ft. | July 1983 - \$6.25/sq. ft.<br>(.75/sq. ft. for A.C. Surcharge) |
| January 1981 - \$4.50/sq. ft. | January 1984 - \$6.55/sq. ft.                                  |
| January 1982 - \$5.00/sq. ft. | January 1985 - \$6.55/sq. ft.                                  |

RESOLUTION NO. 85-

RESOLUTION RELATING TO A PROPOSED DEVELOPMENT  
IN THE CITY OF BLOOMINGTON

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

Section 1. Background.

1.01 The City of Bloomington and the Bloomington Port Authority are negotiating with a developer for the possible construction of an entertainment and convention center complex (Project) at the site of the former Metropolitan Stadium in Bloomington at a projected cost of in excess of one billion dollars.

1.02 This Council understands that the City will be asking the State Legislature for substantial State subsidies for the Project and that the Governor of the State intends to call a Special Session of the legislature to act on the matter.

1.03 This Council further understands that the City of Bloomington and the Port Authority will be requesting in the legislation that the City or the Project or both be exempted from the Fiscal Disparities Law.

1.04 The City of Crystal is one of the many cities in the metropolitan area which benefits from the Fiscal Disparities Law both in the sharing of industrial and commercial tax base and in that law's salutary effect of inhibiting competition and unplanned development and facilitating development throughout the metropolitan area.

1.05 The Bloomington proposal has not been, to this Council's knowledge, reviewed by the Metropolitan Council, or any other state or regional agency, and its potential effect on metropolitan development in general is incalculable.

Section 2. Findings.

2.01 This Council objects the precipitous action of the City of Bloomington, the Port Authority of Bloomington and the Governor of this State in proceeding with the Project without adequate study and review of the Project's potential effect on metropolitan development and the economic well being of all metropolitan municipalities and other governmental subdivisions.

2.02 This Council objects in the strongest terms to any suggestion or proposal that the Project or the City of Bloomington be exempted from the Fiscal Disparities Law. It is the Council's judgment that such an exemption would mean the eventual demise of that law with almost catastrophic effect on the taxpayers of the City of Crystal.

2.,03 This Council respectfully urges the City of Bloomington, the Port Authority of Bloomington, the Governor and the State Legislature to re-examine the proposed Project in the light of its potential effects on the metropolitan area as a whole and to exercise restraint and their best judgment, based upon thorough review and study before proceeding with the Project.

Section 3. The Clerk is authorized and directed to transmit a certified copy of this resolution to the Mayor of Bloomington, the Chair of the Bloomington Port Authority, the Governor, the Speaker of the House, the President of the Senate and the City's Representatives and Senator.

By roll call and voting aye: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_; voting no: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_; absent, not voting: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. Motion carried, resolution declared adopted.

\_\_\_\_\_  
Mayor

ATTEST;

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

August 2, 1985

Honorable Mayor & City Council  
City of Crystal, MN

RE: Improvement Needs  
Cedarwood Court Apartments  
5450 - 5500 Douglas Drive


A study was made of the improvement needs as they pertain to the above captioned site.

The items listed below were found to be reasonable and necessary for the orderly development of the City of Crystal and the site, also being in the best interests of the public:

- Construct concrete driveway apron across boulevard.
- Construct curb opening at driveway and repair street adjacent.
- Close driveway opening in curb and repair street adjacent.
- Construct V6 cast-in-place concrete barrier curb per approved plot plan.
- Construct parking area, access aisles and drives with a minimum of 6" Class 5 base and 2" bituminous surface.
- Stripe parking stalls with white paint.
- Erect 5 handicap parking stall signs.
- Construct storm sewer and appurtenances to collect and dispose of all surface water on the site.
- Erect stop sign at exit from parking area.
- Disconnect abandoned water service at the main.
- Prepare and submit "as built" utility plans.
- Designate and sign fire lanes.
- Area lighting shall conform to Section 515.07, Subd. 10, of the Crystal City Code.
- Landscape all open areas.
- Provide all lot irons in place and to grade at the time of final acceptance.

It is recommended that the above work be required as a condition of issuance of a building permit; that the work be completed prior to issuance of an occupancy permit but not later than September 1, 1986; that the work be unconditionally guaranteed for a period of one year from date of final acceptance of all the work; and that surety in the amount of \$95,000.00 be required as a guarantee of the faithful performance of the above construction and requirements.

Sincerely,

  
Dan L. Smith  
Assistant City Engineer

DLS/mb

cc: John T. Irving, City Manager  
Don Peterson, Building Inspector  
Steve Wilson, Brutger Companies, Inc.

Encl.

LeFevere  
Lefler  
Kennedy  
O'Brien &  
Drawz

July 8, 1985

A Professional  
Association

Mr. Jack Irving  
City Manager  
City of Crystal  
4141 Douglas Drive North  
Crystal, Minnesota 55422

2000 First Bank Place West  
Minneapolis  
Minnesota 55402

Telephone (612) 333-0543  
Telecopier (612) 333-0540

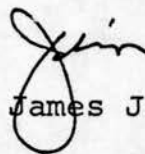
RE: Crystal Fire Station Arbitration

Dear Jack:

Enclosed is a copy of the award of the arbitrators and their memorandum summarizing the award. Also enclosed is a copy of my letter to Mr. Rivkin suggesting the proposed method of payment. I will contact you as soon as I hear from Mr. Rivkin.

Sincerely yours,

LeFEVERE, LEFLER, KENNEDY,  
O'BRIEN & DRAWZ



James J. Thomson, Jr.

Clayton L. LeFevere  
Herbert P. Lefler  
J. Dennis O'Brien  
John E. Drawz  
David J. Kennedy  
John B. Dean  
Glenn E. Purdue  
Richard J. Schieffer  
Charles L. LeFevere  
Herbert P. Lefler III  
Jeffrey J. Strand  
Mary J. Bjorklund  
John G. Kressel  
Dayle Nolan  
Michael A. Nash  
Brian F. Rice  
Lorraine S. Clugg  
James J. Thomson, Jr.  
James M. Strommen  
Mary C. Nielsen  
Terry L. Hall  
Ronald H. Batty  
William P. Jordan  
Susan Dickel Minsberg  
Kurt J. Erickson

JJT/rat  
Enclosures  
cc: Dan Gallagher

# American Arbitration Association

## CONSTRUCTION INDUSTRY ARBITRATION TRIBUNAL

In the Matter of the Arbitration between

JMS CONTRACTING, INC.

AND

CITY OF CRYSTAL AND  
ARKAY CONSTRUCTION CO.

CASE NUMBER: 56 110 0185 84

### AWARD OF ARBITRATOR(S)

~~XX~~WE), THE UNDERSIGNED ARBITRATOR(S), having been designated in accordance with the Arbitration Agreement entered into by the above-named Parties, and dated July 19, 1984 and having been duly sworn and having duly heard the proofs and allegations of the Parties, AWARD as follows:

RESPONDENT, City of Crystal, shall pay to RESPONDENT, Arkay Construction Co., the sum of SEVEN HUNDRED SIXTY-TWO DOLLARS AND NO CENTS, (\$762.00). *ch*

112  
RESPONDENT, City of Crystal, shall pay to RESPONDENT, Arkay Construction Co., the sum of NINETEEN THOUSAND FOUR HUNDRED FIVE DOLLARS AND SIXTEEN CENTS, (\$19,405.16). Of that amount, RESPONDENT, Arkay Construction Co., is to pay to CLAIMANT, JMS Contracting, Inc., the sum of NINETEEN THOUSAND THREE HUNDRED TWENTY-FOUR DOLLARS AND NINETY-ONE CENTS, (\$19,324.91).

RESPONDENT, Arkay Construction Co., shall pay to RESPONDENT, City of Crystal, the sum of SIXTEEN THOUSAND ONE HUNDRED SEVENTY-SIX DOLLARS AND NO CENTS, (\$16,176.00).

The administrative fees of the American Arbitration Association shall be borne as incurred. The out-of-pocket expenses of the arbitrators shall be borne equally between the parties and paid as directed by the AAA.

This Award is in full settlement of all claims submitted to this arbitration.

*and 31,000*  
  
GEORGE R. BUTLER, ARBITRATOR

June 28, 1985

STATE OF

COUNTY OF

  
GRANGER B. WHITNEY, ARBITRATOR

  
JEANNE KUKURA MATROSS

On this                      day of                      , 19                      , before me personally came and appeared

to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

MEMORANDUM

AWARD TO JMS CONTRACTING INC.

802.50  
+ 18522.41  

---

\$ 19324.91 TOTAL AWARD

Note: This is the amount that goes to JMS. We awarded ARKAY contractor's fee on the \$802.50 only. The 10% contractor's fee on listed below under ARKAY as \$80.25.

AWARD TO ARKAY

80.25  
462.00  
+ 300.00  

---

\$842.25

AWARD TO CITY


12046.00  
+ 4130.00  

---

\$16176.00

  
GEORGE R. BUTLER, ARBITRATOR

  
JEANNE KUKURA MATROSS, ARBITRATOR

  
GRANGER B. WHITNEY, ARBITRATOR

Mr. Jack Irving  
City Manager of Crystal

July 31, 1985

Dear Sir,

We are property owners  
at 4010 - Douglas Dr. N.

We wish to continue  
having our two entrances,  
to our circle driveway, that  
we have had in existence,  
since 1949.

Thanking you for your  
consideration in this matter

Sincerely,

Mr. & Mrs. Owal Perleberg  
4010 - Douglas Dr. N.  
City of Crystal

6802-36th Avenue North  
Crystal, MN 55427

July 31, 1985

Mr. Jack Irving  
City Manager  
City of Crystal  
4141 Douglas Drive North  
Crystal, MN 55422

Dear Jack

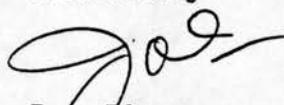
Would like to cover these two points with you:

1. I would like to recommend (if needed, will make this a formal request to the City Council) that a white line be placed on 36th Avenue North between Douglas Drive and Louisiana in the same position that it's in between Louisiana and Winnetka.

There are really several good reasons for this. At peak morning and evening hours, this would certainly permit a more orderly break up of the west bound cars at Louisiana. This would also tend to slow down some of the fast moving cars that are now probably exceeding the speed limit. Further, I consider the present arrangement a real source of danger to both persons walking in the street (especially in winter months) and those that might be working on their boulevards. Based on my observations over a long period of time, the white lining between Louisiana and Winnetka has not created a problem at any time during the day.

2. There has been a noticeable pick-up in traffic of large trailers that are well over 5,000 pounds. Counted six of them in one, one hour period last week, probably either coming or going to the Creamette Company or Highway #18. I think this situation needs some monitoring.

Sincerely



Joe Thorne

July 24, 1985

Dear Councilmembers:

In your packet last night, I had inserted some charges for parade participation and had intended to explain them before the meeting was over. As you know, I didn't do that, but these are bills that must be paid by the City by this weekend and I thought you would like to know what they are.

We also will be receiving a bill for \$3,500 for the fireworks. You may recall we agreed to pay the expenses for these things for this year because the Fire Relief Association would not have the revenue from the carnival and it was anticipated that their other revenue would be reduced because of lack of activity at a central park such as Becker.

I will pay these bills, but I wanted you to know what was happening.

JACK

JTI/da

SENT WITH PRELIMINARY AGENDA 8/16/85

Council minutes of 8/6/85.

Planning Comm. minutes of 8/12/85.

Letter of resignation from Ron Pieri of 8/5/85.

Memo from Sanitarian of 7/11; copy of appli.; copy of letters to neighbors re private kennel lic. at 6800 - 60th Ave. N.

Memo from City Engr. of 8/13 re surety for Octopus Car Wash II, 5301 Douglas Drive.

Memo from City Engr. of 8/15 re surety at 3333 Vera Cruz.

Memo from City Engr. of 8/14 re surety at 5430 Douglas Drive.

Memo from City Attny. & Amendment No. 1 re Contract with HRA & Crystal Apartments Limited Partnership & City.

Memo from Dave Kennedy; copy of appli. for industrial development bond project (PBM Associates Project) \$780,000; Comprehensive Statement of Mayor; and Memorandum of Agreement.

Memo from City Clerk of 8/14 & copy of Special Law enacted for City of Crystal re Council holding other offices compatible with Councilmember

Article from Metro Monitor of July/August, 1985 re fertilizer in lakes.

Memo from Police Dept.; copy of res. authorizing grant appli. & execution of agreement for Quad-Cities DWI Enforcement project.

Memo from City Engr. re bids for resurfacing tennis courts at Bassett Creek Park.

Memo from City Engr. re bids for Sidewalk Repair No. 65-E.

Memo from City Engr. re release of surety for Liberty Garment Co.

Memo from City Attny of 8/14 re Commercial Revenue Bonds of 1985 (PBM Associates Project); Contract copy; Agreement to Pay Deficiencies.

Memo from City Attny of 8/14; copy of Amendment to Platting Ord.

Memo from Ass't. City mgr. of 8/16 re City logo.

Regional Transit Board Public Hearing notice  
for meeting on August 26, 1985.

Park & Rec. Adv. Comm. minutes of 7/10/85.

Park & Rec. July monthly report.

Letter from Frank Peters thanking City for plaque  
received.

SENT WITH AGENDA 8/20/85

Notice of Motion & Motion for Temporary Injunction from Parties, Inc. dba Partytime and Pricilla Turpin, & Virgil Miller re nudity ordinance.

Letter from Jack Skoropa, 5955 Idaho Ave. N.  
re private kennel lic., at 6800 60th Ave. N.

## COUNCIL AGENDA

August 20, 1985

Pursuant to due call and notice thereof, the regular meeting of the Crystal City Council was held on August 20, 1985, at 7:00 P.M., at 4141 Douglas Drive, Crystal, Minnesota. The Secretary of the Council called the roll and the following were present:

### Councilmembers

\_\_\_\_ Schaaf  
\_\_\_\_ *abs* Smothers  
\_\_\_\_ Herbes  
\_\_\_\_ Pieri  
\_\_\_\_ Aaker  
\_\_\_\_ Moravec  
\_\_\_\_ Rygg

### Staff

\_\_\_\_ Irving  
\_\_\_\_ Kennedy  
*all present*  
\_\_\_\_ Olson  
\_\_\_\_ Sherburne  
\_\_\_\_ Peterson  
~~\_\_\_\_ Deno~~  
\_\_\_\_ Ahmann

The Mayor led the Council and the audience in the Pledge of Allegiance to the Flag.

The minutes of the regular Council meeting of August 6, 1985 were approved, with the following exceptions: \_\_\_\_\_

### CONSENT AGENDA

1. Set 7:00 P.M., or as soon thereafter as the matter may be heard, September 3, 1985, as the date and time for a public hearing at which time the City Council will sit as a Board of Adjustments and Appeals, to consider a request from Lenard J. Braun for a variance in the required 7500 sq. ft. lot area to allow the construction of a single family home at 5409 - 56th Avenue North.
2. Set 7:00 P.M., or as soon thereafter as the matter may be heard, September 3, 1985, as the date and time for a public hearing at which time the City Council will sit as a Board of Adjustments and Appeals, to consider a request from Steven Leppa for a variance to reduce the requirement for a 5' setback of curb to lot line at 5241 West Broadway.
3. Set 7:00 P.M., or as soon thereafter as the matter may be heard, September 17, 1985, as the date and time for a public hearing at which time the City Council will consider tentative approval of the proposed plat Conservation System, 2nd Addition, located at 5241 West Broadway.
4. Set 7:00 P.M., or as soon thereafter as the matter may be heard, September 3, 1985, as the date and time for a public hearing at which time the City Council will sit as a Board of Adjustments and Appeals, to consider a request from Mr. & Mrs. Orval O. Perleberg for a variance to retain two curb cuts in their property at 4010 Douglas Drive.

CONSENT AGENDA (Continued)

5. Set 7:00 P.M., or as soon thereafter as the matter may be heard, September 17, 1985, as the date and time for the public hearing at which time the City Council considered tentative approval of proposed plat Emond Addition located at 3448 Hampshire Avenue North.
6. Set 7:00 P.M., or as soon thereafter as the matter may be heard, September 3, 1985, as the date and time for the public hearing at which time the City Council will consider approval of \$780,000 commercial development revenue bonds (PBM Associates Project).

Moved by Councilmember H and seconded by Councilmember P to ~~remove~~ <sup>approve</sup> items \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ from the Consent Agenda. Motion Carried.

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to approve the Consent Agenda. Motion Carried.

REGULAR AGENDA

- ✓ 1. It being 7:00 P.M., or as soon thereafter as the matter may be heard, Mayor Aaker declared this was the time and date as advertised for a public hearing, at which time the City Council will sit as a Board of Adjustments and Appeals, to consider a request from Paul and Debra Conover for a variance in lot width (lot is 40' wide) to replace an 8'11" x 10'1" deck with a 13' x 20' deck on the existing house at 3540 Lee Avenue North. The Mayor asked those present to voice their opinions or ask questions concerning the variance. Those present and heard were: (5 votes needed for approval)

Moved by Councilmember S and seconded by Councilmember Ry to (approve) (deny) (continue until \_\_\_\_\_ the discussion of) the authorization to grant a variance pursuant to Section 515.15, Subd. 2a) 1) to allow a variance in lot width to replace an 8'11" x 10'1" deck with a 13' x 20' deck on the existing house at 3540 Lee Avenue North as requested in Variance Application #85-39T. Motion Carried.

- ✓ 2. The City Council considered declaring a vacancy in the position of Ward 1 Councilmember, effective August 21, 1985.

② S - Chet - Co. 1) Co - 8.18.85 - 13  
 1) Co - 1.18.85 - 17 - 18 (Co - 1) 18.85  
 4.18.85 - 18 - 19 - 20

① Moved by Councilmember HF and seconded by Councilmember gm to adopt the following resolution, the reading of which was dispensed with by unanimous consent:

RESOLUTION NO. 85-65

A RESOLUTION DECLARING A VACANCY IN THE  
 OFFICE OF COUNCILMEMBER

By roll call and voting aye: \_\_\_\_\_; voting  
 no: \_\_\_\_\_; absent, not voting: gm. Motion  
 carried, resolution declared adopted.

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to (deny)  
 (continue until \_\_\_\_\_ the discussion of) a resolution declaring  
 a vacancy in the office of Councilmember. Motion Carried.

- ✓ 3. The City Council considered a request from Robert Kocur for a private kennel license at 6800 - 60th Avenue North.

Julie or Joyce Rice 5955 Thompson  
 Sharon Blackhawk 6801 Lombardy Lane

Moved by Councilmember L and seconded by Councilmember H to  
 (approve) (deny) (continue until \_\_\_\_\_ the discussion of) a request  
 from Robert Kocur for a private kennel license at 6800 - 60th Avenue North.  
 Motion Carried.

4. The City Council considered a request from Target for a building permit to build a stockroom addition at 5537 West Broadway. *Burt Schrock*

*Jane Miller  
Ron Kober*

*Oct 1 start Director of Architecture, Target  
Jan 15 complete*

Moved by Councilmember S and seconded by Councilmember M to (approve) as recommended by the Planning Commission) (deny) (continue until the discussion of) Building Permit #6851 to build a stockroom addition at 5537 West Broadway, as requested by Target.

Motion Carried.

5. The City Council considered setting surety in the amount of \$15,000 as a guarantee of faithful performance of certain work requirements as a condition of building permit approval for Octopus Car Wash II at 5301 Douglas Drive.

Moved by Councilmember H and seconded by Councilmember Ry to set surety in the amount of \$15,000 as a guarantee of faithful performance of certain work requirements as a condition of building permit approval for Octopus Car Wash II, 5301 Douglas Drive.

Motion Carried.

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to (deny) (continue until \_\_\_\_\_ the discussion of) setting surety in the amount of \$15,000 for Octopus Car Wash II, 5301 Douglas Drive.

Motion Carried.

*H-A on C, G-6 9/4/85 14 R B,*

6. The City Council considered setting surety in the amount of \$5,000 as a guarantee of faithful performance of certain work requirements as a condition of building permit approval for 3333 Vera Cruz Avenue North.

Moved by Councilmember S and seconded by Councilmember Ry to set surety in the amount of \$5,000 as a guarantee of faithful performance of certain work requirements as a condition of building permit approval for 3333 Vera Cruz Avenue North. Motion Carried.

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to (deny) (continue until \_\_\_\_\_ the discussion of) setting surety in the amount of \$5,000 for 3333 Vera Cruz Avenue North. Motion Carried.

*S-H 14 14 14 14*

7. The City Council considered setting surety in the amount of \$112,000 as a guarantee of faithful performance of certain work requirements as a condition of building permit approval for Park Place, 5430 Douglas Drive.

Moved by Councilmember P and seconded by Councilmember m to set surety in the amount of \$112,000 as a guarantee of faithful performance of certain work requirements as a condition of building permit approval for Park Place, 5430 Douglas Drive. Motion Carried.

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to (deny) (continue until \_\_\_\_\_ the discussion of) setting surety in the amount of \$112,000 for Park Place, 5430 Douglas Drive. Motion Carried.

P = H n C. G. 614 L. B.

8. The City Council considered Amendment No. 1 to Contract for Private Development between the City of Crystal, the HRA, and Crystal Apartments Limited Partnership.

66

Moved by Councilmember M and seconded by Councilmember P to (approve) (deny) (continue until \_\_\_\_\_ the discussion of) Amendment No. 1 to Contract for Private Development between the City of Crystal, the HRA, and Crystal Apartments Limited Partnership. 10/2, Motion Carried.

9. The City Council considered accepting surety in the amount of \$95,000 as a guarantee of faithful performance of certain requirements as a condition of building permit approval for Cedarwood Court Apartments to be built by Brutger Companies, Inc.

A. Moved by Councilmember P and seconded by Councilmember S to accept surety in the amount of \$95,000 as a guarantee of faithful performance of certain work requirements as a condition of issuance of building permits for Cedarwood Court Apartments to be built by Brutger Companies, Inc. Motion Carried.

B. Moved by Councilmember M and seconded by Councilmember H to (approve) (deny) (continue until \_\_\_\_\_ the discussion of) entering into agreement with Brutger Companies for the purpose of guaranteeing faithful performance of certain work requirements as a condition of issuance of Building Permit #6888 and #6889 for Cedarwood Court Apartments, and further, to authorize the Mayor and City Manager to sign such agreement. Motion Carried.

10. A representative of the Human Relations Commission appeared before the Crystal City Council to discuss mediation services.

- ✓ 11. The City Council considered a resolution approving Laws, 1985, Chapter 193.

Moved by Councilmember S and seconded by Councilmember m to adopt the following resolution, the reading of which was dispensed with by unanimous consent:

RESOLUTION NO. 85-607

RESOLUTION APPROVING LAWS 1985, CHAPTER 193

By roll call and voting aye: S, P, Ry, m, a, \_\_\_\_\_; voting no: H, \_\_\_\_\_; absent, not voting: Sm, \_\_\_\_\_, \_\_\_\_\_. Motion carried, resolution declared adopted.

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to (deny) (continue until \_\_\_\_\_ the discussion of) a resolution approving Laws, 1985, Chapter 193. Motion Carried.

- ✓ 12. The City Council discussed fertilizer in Twin Lake.

*John ... .. P.S. ... ..  
... ..  
J-m ... ..  
... ..*

- ✓ 13. The City Council considered the Second Reading of an ordinance amending provisions of the zoning code relative to accessory buildings on property abutting Twin Lake. (5 votes needed for approval)

Moved by Councilmember P and seconded by Councilmember M to adopt the following ordinance:

ORDINANCE NO. 85-13

AN ORDINANCE RELATING TO ZONING: AMENDING  
CRYSTAL CITY CODE APPENDIX I "ZONING",  
SUBSECTION 515.07, SUBD. 5 BY ADDING A  
CLAUSE THERETO

and further, that this be the second and final reading.

Motion Carried.

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to (deny) (continue until \_\_\_\_\_ the discussion of) an ordinance relating to zoning.  
Motion Carried.

- ✓ 14. The City Council considered an amendment to the Comprehensive Plan Housing Chapter.

*H*

*85-68*

*6/27/92 (PC ?)*

*[Signature]*

Moved by Councilmember *H* and seconded by Councilmember *P* to (approve) as recommended by the Planning Commission) (deny) (continue until the discussion of) an amendment to the Comprehensive Plan Housing Chapter. Motion Carried.

- ✓ 15. The City Council considered a resolution authorizing the submission of a grant application and execution of the agreement for the Quad-Cities DWI Enforcement project.

Moved by Councilmember *H* and seconded by Councilmember *P* to adopt the following resolution, the reading of which was dispensed with by unanimous consent:

RESOLUTION NO. 85-~~68~~69

RESOLUTION AUTHORIZING THE SUBMISSION OF THE GRANT  
APPLICATION AND THE EXECUTION OF THE AGREEMENT  
QUAD-CITIES DWI ENFORCEMENT PROJECT

By roll call and voting aye: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_; voting no: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_; absent, not voting: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. Motion carried, resolution declared adopted.

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to (deny) (continue until \_\_\_\_\_ the discussion of) a resolution regarding DWI Enforcement Project. Motion Carried.

16. The City Council considered bids for resurfacing of tennis courts at Bassett Creek Park.

Moved by Councilmember Ly and seconded by Councilmember A to adopt the following resolution, the reading of which was dispensed with by unanimous consent:

RESOLUTION NO. 85- 70

A RESOLUTION AWARDING A CONTRACT

By roll call and voting aye: \_\_\_\_\_; voting no: \_\_\_\_\_; absent, not voting: \_\_\_\_\_. Motion carried, resolution declared adopted.

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to (deny) (continue until \_\_\_\_\_ the discussion of) a resolution awarding a contract. Motion Carried.

17. The City Council considered bids for Sidewalk Repair No. 65-E.

Moved by Councilmember A and seconded by Councilmember m to adopt the following resolution, the reading of which was dispensed with by unanimous consent:

RESOLUTION NO. 85-

RESOLUTION AWARDING A CONTRACT

By roll call and voting aye: \_\_\_\_\_; voting no: \_\_\_\_\_; absent, not voting: \_\_\_\_\_. Motion carried, resolution declared adopted.

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to (deny) (continue until \_\_\_\_\_ the discussion of) a resolution concerning bids. Motion Carried.

18. The City Council considered surety release in the amount of \$19,500 for Liberty Garment Company, 6105 - 42nd Avenue North.

Moved by Councilmember Ry and seconded by Councilmember A to accept the work required as a condition of building permit approval for Liberty Garment Company, 6105 - 42nd Avenue North, subject to guarantee provisions of the agreement, effective this date, and that the surety in the amount of \$19,500 be released, subject to said guarantee, as recommended by the City Engineer. Motion Carried.

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to (deny) (continue until \_\_\_\_\_ the (discussion of) release of surety in the amount of \$19,500 for Liberty Garment Company. Motion Carried.

19. The City Council considered a development agreement with PBM Associates.

*Dennis Berens of PBM*

*Ry = M - G, 5 - 11/85*  
*7-2-85*

August 20, 1985

20. The City Council considered the First Reading of an ordinance amending provisions of the platting ordinance.

Moved by Councilmember Ryz and seconded by Councilmember D to adopt the following ordinance:

## ORDINANCE NO. 85-

AN ORDINANCE RELATING TO PLATS AND PLANNING: REPEALING  
CRYSTAL CITY CODE SUBSECTION 505.03, SUBD. 3, CLAUSE E).

and further, that the second and final reading be held on September 3, 1985.

Motion Carried.

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to (deny) (continue until \_\_\_\_\_ the discussion of) the First Reading of an ordinance relating to plats and planning. Motion Carried.

21. The City Council considered information submitted by John Olson, Assistant City Manager, regarding a City logo.

$\frac{r}{b}$   
 — u A: Ryt — 12/15/ P r y — — — — —  
 — u A, — — — — —  
 (1)

22. The City Council considered dispursing \$11,000 from PIR, for the monitoring system in the Police Department.

Moved by Councilmember P and seconded by Councilmember M to adopt the following resolution, the reading of which was dispensed with by unanimous consent:

RESOLUTION NO. 85-

RESOLUTION DISPURSING FUNDS FROM THE PERMANENT  
IMPROVEMENT REVOLVING FUND

By roll call and voting aye: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_; voting  
no: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_; absent, not voting: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. Motion  
carried, resolution declared adopted.

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to (deny)  
(continue until \_\_\_\_\_ the discussion of) a resolution dispursing  
funds from the Permanent Improvement Revolving Fund. Motion Carried.

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 in Seattle ...  
 Champion Auto Stores - ...  
 H = ... m ... Seattle.

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Add - Plumbing license for  
 Raymond E. Haeg Plbg. Co.

Moved by Councilmember H and seconded by Councilmember P to approve  
 the list of license applications. Motion Carried.

Moved by Councilmember P and seconded by Councilmember H to adjourn  
 the meeting. Motion Carried.

APPLICATIONS FOR LICENSE

August 20, 1985

VENDING - Nonperishable (\$8.75 1st mach. + \$4.50 ea.  
addnl mach. in same loc.)

Coca Cola Bottling Midwest, Inc. at Motor Parts Service  
5140 West Broadway

FOOD ESTABLISHMENT - Itinerant (\$27.50 1st day + \$11.00  
each addnl day)

Old Fashion Donut Shop, Roundup Days, August 16 & 17,  
1985 at 2720 Douglas Drive

Cia Bella's, Roundup Days, August 16 & 17, 1985  
at 2732 Douglas Drive

PLUMBING LICENSE - (\$30.25)

Robert J. Stolp dba Prairie Plumbing Company  
RAYMOND E. HAEG Plbg., Inc.

Ja

August 16, 1985

Dear Councilmembers:

Tuesday night's meeting appears to be an average meeting with several issues for you to decide, none of which seem major, at least at this time, with the exception of the consideration of the vacancy which will occur on the Council. Some decisions will have to be made regarding that.

The Council meeting should go somewhat as follows:

The minutes of the regular meeting of August 6, 1985, are enclosed for your review.

CONSENT AGENDA

ITEM

SUPPORTING DATA

- |   |   |
|---|---|
| 1. Set public hearing to consider a request from Lenard J. Braun for a variance in the required 7,500 sq. ft. lot area to allow the construction of a single family home at 5409 56th Ave. N. | Planning Commission minutes of 8/12/85, item 3. |
| 2. Set public hearing to consider a request from Steven Leppa for a variance to reduce the requirement for a 5' setback of curb to lot line at 5241 West Broadway.                            | Planning Commission minutes of 8/12, item 4.    |
| 3. Set public hearing to consider tentative approval of the proposed plat Conservation Systems 2nd Addition located at 5241 West Broadway.  | Planning Commission minutes of 8/12, item 5.    |
| 4. Set public hearing to consider a request from Mr. & Mrs. Orval O. Perleberg for a variance to retain two curb cuts in their property at 4010 Douglas Drive.                                | Planning Commission minutes of 8/12, item 9.    |
| 5. Set public hearing to consider tentative approval of proposed plat Emond Addition located at 3448 Hampshire N.   | Planning Commission minutes of 8/12, item 10.   |
| 6. Set public hearing to consider approval of \$780,000 commercial development revenue bonds (PBM Associates project).  | Memo from Dave Kennedy; copy of application.    |

## (Consent Agenda Continued)

As you can see, the Consent Agenda has six items, five of which are setting public hearings as a result of consideration by the Planning Commission. The sixth is a public hearing recommended by the City Attorney regarding commercial development revenue bonds in the amount of \$780,000 for the development of a project in the redevelopment area by PBM Associates. As you can see from Dave's memo, the hearing must be held to accomplish the bond sale.

The regular meeting should go as follows:

1. Public Hearing to consider a request      None.  
from Paul and Debra Conover for a variance in lot width (lot is 40' wide) to build a 20'x13' deck at 3540 Lee Ave. N.

Don Peterson will be able to answer any questions you have regarding this item on Tuesday evening.

2. Consideration of declaring a vacancy      Letter of resignation from  
in the position of Ward 1 Council-      Ron Pieri dated 8/5/85..  
member effective 8/21/85.

As you can see, you will be asked to declare a vacancy effective the following day. You should then consider and decide on a procedure to fill the vacancy. Due to past experience, I expect you to set some date in the future for that appointment, but unless Dave Kennedy disagrees, it seems to me you could do it that evening if that was your desire.

3. Consideration of a request from      Letter from Sanitarian dated  
Robert Kocur for a private kennel      7/11; copy of appli.; copy of  
license at 6800 - 60th Avenue N.      letter sent to adjacent  
neighbors.

As you can see from the Sanitarian's report, there have been some complaints especially regarding barking dogs so there may be neighbors at the meeting raising some objections. However, I do not know that for a fact.

4. Consideration of a request from Target for a building permit to build a      Planning Commission minutes  
stockroom addition at 5537 W. Broadway.      of 8/12, item 6.

As you can see, the long-awaited addition may be coming soon. As I understand it, this addition has 133% of the volume of thirty trailers. Hopefully, it should correct all their storage needs with the exception, of course, of a trailer at the loading dock from time to time. As you can see from the Planning Commission minutes, they recommend approval.

5. Consideration of setting surety in the amount of \$15,000 as a condition of issuance of building permit approval at 5301 Douglas Drive (Octopus Car Wash II). Letter from City Engineer dated 8/13/85.

Bill Jurgens is adding a building to his complex for waxing cars. We have not received the surety as yet, so I probably will be suggesting that you authorize the building permit, subject to receipt of surety and signed agreement within fourteen days, per our normal procedure.

6. Consideration of setting surety in the amount of \$5,000 as a condition of building permit approval for 3333 Vera Cruz. Letter from City Engineer dated 8/15/85.

This surety is necessary for the issuance of building permit for the renovating of the electric fixture building on Vera Cruz.

7. Consideration of setting surety in the amount of \$112,000 as a condition of building permit approval for 5430 Douglas Drive. Letter from City Engineer dated 8/14/85.

Surety as a condition of the issuance of building permit approval for the PBM Associates (Crystal Linoleum building) in the redevelopment project is to be set. On both Item #6 and Item #7 I will very likely be requesting authorization to issue building permits, subject to receipt of surety and signed agreement.

8. Consideration of Amendment No. 1 to Contract for Private Development between the City of Crystal, the HRA, and Crystal Apartments Limited Partnership. Letter from Dave Kennedy; copy of Amendment No. 1.

I think Dave's letter is self-explanatory and I want to call your attention to the fact that the HRA did approve this at their last meeting.

9. Consideration of accepting surety and entering into agreement and authorizing Mayor and City Manager to sign agreement for Cedarwood Court Apartments to be built by Brutger Companies, Inc.

We have received the surety in the amount of \$95,000.

10. Appearance by a representative of the Human Relations Commission to discuss mediation services. None.

## 10. (Continued)

You may recall that the Human Relations Commission asked that this item be continued to this meeting because no one was able to attend the last meeting.

11. Consideration of a resolution approving Laws, 1985, Chapter 193.      Memo from City Clerk and copy of resolution.

The resolution approving Chapter 193 of the Laws of 1985 merely approves the requested special legislation that was adopted for Crystal during the last session.

12. Discussion of fertilizer in Twin Lake, as requested by Councilmember John Schaaf.      Article From Metro Monitor of July/August, 1985.

John asked that this be on the agenda and I am sure John will be prepared to make his position regarding his concerns.

13. Consideration of the Second Reading of an ordinance amending the zoning code relative to accessory buildings on property abutting Twin Lake.      Planning Commission minutes of 8/12/85, item 2.

As you can see from the Planning Commission minutes, they did recommend approval of the adoption of this amendment which allows buildings to be built in the front yard on property abutting Twin Lakes.

14. Consideration of an amendment to the Comprehensive Plan Housing Chapter.      Planning Commission minutes of 8/12/85, item 1.

As you can see from the Planning Commission minutes, the Planning Commission did recommend the adoption of the Comprehensive Housing Plan with one stipulation. You may wish to discuss that Tuesday evening.

15. Consideration of a resolution authorizing the submission of a grant application and execution of the agreement for the Quad-Cities DWI Enforcement project.      Memo from Police Department; copy of resolution.

I believe everything in the Police memo is self-explanatory.

16. Consideration of bids for resurfacing tennis courts at Bassett Creek Park.      Letter of recommendation from City Engineer.
17. Consideration of bids for Sidewalk Repair No. 65-E.      Letter of recommendation from City Engineer.

The City Engineer will be able to answer any questions Tuesday evening.

August 16, 1985

18. Consideration of release of surety in the amount of \$19,500 for Liberty Garment Company. Recommendation from City Engineer.
19. Consideration of development agreement with PBM Associates. Memo from City Attorney.

I think Dave's cover letter explains in detail what is necessary, and he can answer any questions you might have on Tuesday evening.

20. Consideration of the application for the industrial bond project. Letter from City Attorney; Copy of contract.

Please read the information submitted by Dave. I have not had an opportunity to talk over any of these memos with him, but hope to do so before Tuesday's meeting. Dave will answer any questions you have and make any explanations necessary regarding this project and its intended action.

21. Consideration of an amendment to the platting ordinance. Copy of ordinance amendment; letter from City Attorney.

I think Dave's letter clearly states why the amendment is being recommended. If not, we can answer your questions Tuesday evening.

22. Consideration of information submitted by the Assistant City Manager regarding a City logo. Memo and information from Assistant City Manager of 8/16.

At a previous meeting you asked John to get some information together regarding the establishment of a new City logo. John has got that information and it is contained in the supporting data.

That's the meeting as we see it now. I have enclosed some informational items, as follows:

1. Memo from Regional Transit Board re meeting on 8/26/85.
2. Park & Rec. Adv. Comm. minutes of 7/10.
3. Park & Rec. Department monthly report for July 1985.
4. Letter of thanks from Frank Peters for plaque he received.

Have a nice weekend! See you Tuesday night.

J A C K

da  
enc.

APPLICATIONS FOR LICENSE

August 20, 1985

VENDING - Nonperishable (\$8.75 1st mach. + \$4.50 ea.  
addnl mach. in same loc.)

Coca Cola Bottling Midwest, Inc. at Motor Parts Service  
5140 West Broadway

FOOD ESTABLISHMENT - Itinerant (\$27.50 1st day + \$11.00  
each addnl day)

Old Fashion Donut Shop, Roundup Days, August 16 & 17,  
1985 at 2720 Douglas Drive

Cia Bella's, Roundup Days, August 16 & 17, 1985  
at 2732 Douglas Drive

PLUMBING LICENSE - (\$30.25)

Robert J. Stolp dba Prairie Plumbing Company

DUE DATE: NOON, WEDNESDAY  
AUGUST 14, 1985

MEMO TO: John T. Irving, City Manager  
FROM: John A. Olson, Assistant City Manager  
ACTION NEEDED MEMO: From the August 6, 1985, Council Meeting

The items listed below are the actions requested by the City Council at their regular Council meeting of August 6, 1985. These items should be taken care of by noon, Wednesday, preceding the next regularly scheduled Council meeting and returned to the Assistant City Manager for his review.

CONSENT AGENDA

| <u>DEPARTMENT</u> | <u>ITEM</u>   |
|-------------------|---|
| BLDG. DEPT.       | 1. Set public hearing to consider a request for a variance at 3540 Lee Avenue North.<br>ACTION NEEDED: Notify affected property owners.<br>ACTION TAKEN: Notices mailed 8-8-85. |
| ASST. CITY MGR.   | ACTION NEEDED: Place item on August 20, 1985 Council Agenda.<br>ACTION TAKEN: Item placed on August 20, 1985 Council Agenda.  |

REGULAR AGENDA

| <u>DEPARTMENT</u> | <u>ITEM</u>   |
|-------------------|---|
| BLDG. INSPECTOR   | 1. Public hearing to consider a request for a variance at 4501 Welcome Avenue North.<br>ACTION NEEDED: Notify applicant of Council approval.<br>ACTION TAKEN: Applicant present at meeting. |
| CITY ENGINEER     | 2. Appearance by Shirley Burgoyne, 4346 Welcome Avenue North regarding sidewalk repair on Welcome Avenue.<br>ACTION NEEDED: Proceed with program.<br>ACTION TAKEN: Proceeding.              |

| <u>DEPARTMENT</u> | <u>ITEM</u> |  |
|-------------------|-------------|--|
| CITY CLERK        | 3.          | <p>Consideration of a request from Vince McCay and Melissa Peterson for a private kennel license at 5332 Byron Avenue North.</p> <p>ACTION NEEDED: Notify applicants of Council denial.</p> <p>ACTION TAKEN: Applicant present at meeting.</p>                                       |
| CITY CLERK        | 4.          | <p>Consideration of a request from Steve-O's, 4900 West Broadway, to hold a pig roast and allow customers to consume drinks in the parking lot.</p> <p>ACTION NEEDED: Notify applicant of Council approval.</p> <p>ACTION TAKEN: Bill Mavity called 8-7-85 for Council's action.</p> |
| ASST. CITY MGR.   | 5.          | <p>Appearance by a representative of the Human Relations Commission regarding mediation services.</p> <p>ACTION NEEDED: Item to be placed on August 20, 1985 Council Agenda.</p> <p>ACTION TAKEN: Item placed on August 20, 1985 Council Agenda.</p>                                 |
| CITY ENGINEER     | 6.          | <p>Consideration of an extension of time for completion of site improvements at 5231 West Broadway.</p> <p>ACTION NEEDED: Notify applicant of Council extension until June 1, 1986.</p> <p>ACTION TAKEN: <b>Not completed.</b></p>   |
| CITY MANAGER      | 7.          | <p>Consideration of a Change Order for the North Fire Station.</p> <p>ACTION NEEDED: Notify contractor of Change Order.</p> <p>ACTION TAKEN: Change Order signed and sent to the architect.</p>  |
| ADMIN. ASST.      | 8.          | <p>Consideration of rental increase at Thorson Community Center.</p> <p>ACTION NEEDED: Notify tenants of rental increase.</p> <p>ACTION TAKEN: Certified notices mailed 8-9-85.</p>  |

| <u>DEPARTMENT</u> | <u>ITEM</u> |   |
|-------------------|-------------|---|
| CITY MANAGER      | 9.          | <p>Consideration of a resolution relating to the proposed development in the City of Bloomington.</p> <p>ACTION NEEDED: Forward copy of resolution to area legislators.</p> <p>ACTION TAKEN: Resolution certified and mailed to all intended recipients.</p>  |
| CITY ENGINEER     | 10.         | <p>Consideration of setting surety in the amount of \$95,000 for Cedarwood Court Apartments, 5450-5500 Douglas Drive.</p> <p>ACTION NEEDED: Notify applicant of Council's setting of surety and inform them that building permit will be issued subject to receipt of bond and signed agreement.</p> <p>ACTION TAKEN: Verbal notice given 8-7-85.</p>   |
| CITY MANAGER      | 11.         | <p>Consideration of preliminary request from Norm Nafstad to establish a tax increment district for the area in the vicinity of 31st and Colorado Avenue North.</p> <p>ACTION NEEDED: Proceed to establish tax increment district and negotiate purchase of property.</p> <p>ACTION TAKEN: Work proceeding through attorney.</p>  |
| CITY ENGINEER     | 12.         | <p>Consideration of letters regarding circle driveway at 4010 Douglas Drive and striping at Douglas Drive and 36th Avenue.</p> <p>ACTION NEEDED: Letter from Orval Perleberg, 4010 Douglas Drive regarding circle driveway - forward matter to Planning Commission for their meeting of August 12, 1985.</p> <p>ACTION TAKEN: Variance application filed on Planning Commission agenda 8-12-85.</p> |
| CITY ENGINEER     |             | <p>ACTION NEEDED: Letter from Joe Thorne regarding 36th Avenue North and Douglas Drive - place consideration of striping on discussions regarding the 36th Avenue and Douglas Drive intersection.</p> <p>ACTION TAKEN: Noted.</p>   |

| <u>DEPARTMENT</u> | <u>ITEM</u> |  |
|-------------------|-------------|--|
| CITY CLERK        | 12.         | <p>Consideration of a tavern license for Ciao Bella's, 2732 Douglas Drive.</p> <p>ACTION NEEDED: Issue license.</p> <p>ACTION TAKEN: Issued 8-12-85.</p> |
| CITY CLERK        | 13.         | <p>Licenses.</p> <p>ACTION NEEDED: Issue licenses except Adair Liquor Food Establishment license.</p> <p>ACTION TAKEN: Licenses issued.</p>              |

6. ref. 1390 780 *[Signature]*  
L. Bl + pbn 8. 9. 7

## **TENTATIVE AGENDA**

FOR THE AUGUST 20, 1985, COUNCIL MEETING

1. Minutes of the regular meeting of August 6, 1985.

### **CONSENT AGENDA**

| <b><u>ITEM</u></b>   | <b><u>SUPPORTING DATA</u></b>                    | <b><u>COMMENTS</u></b>  |
|--|--|---|
| 1. Set public hearing to consider a request from Lenard J. Braun for a variance in the required 7500 sq. ft. lot area to allow the construction of a single family home at 5409 - 56th Avenue North. | Planning Commission minutes of 8-12-85, Item 3.  | Planning Commission recommended approval.                             |
| 2. Set public hearing to consider a request from Steven Leppa for a variance to reduce the requirement for a 5' setback of curb to lot line at 5241 West Broadway.                                   | Planning Commission minutes of 8-12-85, Item 4.  | Planning Commission recommended approval.                             |
| 3. Set public hearing to consider tentative approval of the proposed plat Conservation System 2nd Addition, located at 5241 West Broadway.   | Planning Commission minutes of 8-12-85, Item 5.  | Planning Commission recommended approval.<br>Set hearing for 9-17-85. |
| 4. Set public hearing to consider a request from Mr. & Mrs. Orval O. Perleberg for a variance to retain two curb cuts in their property at 4010 Douglas Drive.                                       | Planning Commission minutes of 8-12-85, Item 9.  | Planning Commission recommended approval.                             |
| 5. Set public hearing to consider tentative approval of the proposed plat Emond Addition located at 3448 Hampshire Avenue North.   | Planning Commission minutes of 8-12-85, Item 10. | Planning Commission recommended approval.<br>Set hearing for 9-17-85. |

### **REGULAR AGENDA**

| <b><u>ITEM</u></b>  | <b><u>SUPPORTING DATA</u></b> | <b><u>COMMENTS</u></b> |
|---|-------------------------------|------------------------|
| 1. Public hearing to consider a request from Paul and Debra Conover for a variance in lot width (lot is 40' wide) to build a 20' x 13' deck at 3540 Lee Avenue North. | None                          | None                   |

Tentative Agenda - Page 2

| <u>ITEM</u>   | <u>SUPPORTING DATA</u>  | <u>COMMENTS</u>                           |
|---|---|---|
| 2. Consideration of declaring a vacancy <sup>in the</sup> position of Ward 1 Councilmember, effective 8-21-85.  | Letter of resignation from Ron Pieri dated 8-5-85.  | None                                      |
| 3. Consideration of a request from Robert Kocur for a private kennel license at 6800 - 68th Avenue North.   | Letter from Sanitarian dated 7-11-85, copy of application, copy of letter sent to adjacent neighbors. | None                                      |
| 4. Consideration of a request from Target for a building permit to build a stockroom addition at 5537 West Broadway.  | Planning Commission minutes of 8-12-85, Item 6.   | Planning Commission recommended approval. |
| 5. Consideration of setting surety in the amount of \$15,000 as condition of issuance of building permit for work to be done at 5301 Douglas Drive (Octopus Car Wash II).   | Letter from City Engineer dated 8-13-85.  | None                                      |
| 6. Consideration of setting surety in the amount of <u>\$5,000</u> as a condition of building permit approval for 3333 Vera Cruz.   | Letter from City Engineer dated 8- <u>15</u> -85.   | None                                      |
| 7. Consideration of setting surety in the amount of <u>\$112,000</u> as a condition of building permit approval for 5430 Douglas Drive.   | Letter from City Engineer dated 8- <u>14</u> -85.   | None                                      |
| <del>9-8.</del> Consideration of accepting bond and entering into agreement and authorizing Mayor and City Manager to sign agreement for Cedarwood <sup>Court</sup> Apartments to be built by Brutger Companies, Inc. | <del>None</del> <i>See</i>  | None                                      |
| <del>10-9.</del> Appearance by a representative of the Human Relations Commission to discuss mediation services.  | None  | None                                      |
| <del>11-10.</del> Consideration of a resolution approving Chapter <del>193 of Laws</del> , 1985. <i>6 193</i>   | Memo from City Clerk and copy of resolution.  | None                                      |

**ITEM**

13 12. Consideration of First Reading of an ordinance amending the zoning code relating to accessory buildings on property abutting Twin Lakes.

15 ~~14.~~ Consideration of a resolution authorizing the submission of a grant application and execution of the agreement for the Quad-cities D.W.I. Enforcement project.

(7) ~~16.~~ Consideration of bids for Sidewalk Repair  
No. 65-E.

LOGO

## INFORMATIONAL ITEMS

18. 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841,

19. 7th. *h* *o* *o* *plm* *2c*

21 ~~20~~ 20 25 30 35 40 45 50 55 60 65 70 75 80 85 90 95 100 105 110 115 120 125 130 135 140 145 150 155 160 165 170 175 180 185 190 195 200 205 210 215 220 225 230 235 240 245 250 255 260 265 270 275 280 285 290 295 300 305 310 315 320 325 330 335 340 345 350 355 360 365 370 375 380 385 390 395 400 405 410 415 420 425 430 435 440 445 450 455 460 465 470 475 480 485 490 495 500 505 510 515 520 525 530 535 540 545 550 555 560 565 570 575 580 585 590 595 600 605 610 615 620 625 630 635 640 645 650 655 660 665 670 675 680 685 690 695 700 705 710 715 720 725 730 735 740 745 750 755 760 765 770 775 780 785 790 795 800 805 810 815 820 825 830 835 840 845 850 855 860 865 870 875 880 885 890 895 900 905 910 915 920 925 930 935 940 945 950 955 960 965 970 975 980 985 990 995 1000 1005 1010 1015 1020 1025 1030 1035 1040 1045 1050 1055 1060 1065 1070 1075 1080 1085 1090 1095 1100 1105 1110 1115 1120 1125 1130 1135 1140 1145 1150 1155 1160 1165 1170 1175 1180 1185 1190 1195 1200 1205 1210 1215 1220 1225 1230 1235 1240 1245 1250 1255 1260 1265 1270 1275 1280 1285 1290 1295 1300 1305 1310 1315 1320 1325 1330 1335 1340 1345 1350 1355 1360 1365 1370 1375 1380 1385 1390 1395 1400 1405 1410 1415 1420 1425 1430 1435 1440 1445 1450 1455 1460 1465 1470 1475 1480 1485 1490 1495 1500 1505 1510 1515 1520 1525 1530 1535 1540 1545 1550 1555 1560 1565 1570 1575 1580 1585 1590 1595 1600 1605 1610 1615 1620 1625 1630 1635 1640 1645 1650 1655 1660 1665 1670 1675 1680 1685 1690 1695 1700 1705 1710 1715 1720 1725 1730 1735 1740 1745 1750 1755 1760 1765 1770 1775 1780 1785 1790 1795 1800 1805 1810 1815 1820 1825 1830 1835 1840 1845 1850 1855 1860 1865 1870 1875 1880 1885 1890 1895 1900 1905 1910 1915 1920 1925 1930 1935 1940 1945 1950 1955 1960 1965 1970 1975 1980 1985 1990 1995 2000 2005 2010 2015 2020 2025 2030 2035 2040 2045 2050 2055 2060 2065 2070 2075 2080 2085 2090 2095 2100 2105 2110 2115 2120 2125 2130 2135 2140 2145 2150 2155 2160 2165 2170 2175 2180 2185 2190 2195 2200 2205 2210 2215 2220 2225 2230 2235 2240 2245 2250 2255 2260 2265 2270 2275 2280 2285 2290 2295 2300 2305 2310 2315 2320 2325 2330 2335 2340 2345 2350 2355 2360 2365 2370 2375 2380 2385 2390 2395 2400 2405 2410 2415 2420 2425 2430 2435 2440 2445 2450 2455 2460 2465 2470 2475 2480 2485 2490 2495 2500 2505 2510 2515 2520 2525 2530 2535 2540 2545 2550 2555 2560 2565 2570 2575 2580 2585 2590 2595 2600 2605 2610 2615 2620 2625 2630 2635 2640 2645 2650 2655 2660 2665 2670 2675 2680 2685 2690 2695 2700 2705 2710 2715 2720 2725 2730 2735 2740 2745 2750 2755 2760 2765 2770 2775 2780 2785 2790 2795 2800 2805 2810 2815 2820 2825 2830 2835 2840 2845 2850 2855 2860 2865 2870 2875 2880 2885 2890 2895 2900 2905 2910 2915 2920 2925 2930 2935 2940 2945 2950 2955 2960 2965 2970 2975 2980 2985 2990 2995 3000 3005 3010 3015 3020 3025 3030 3035 3040 3045 3050 3055 3060 3065 3070 3075 3080 3085 3090 3095 3100 3105 3110 3115 3120 3125 3130 3135 3140 3145 3150 3155 3160 3165 3170 3175 3180 3185 3190 3195 3200 3205 3210 3215 3220 3225 3230 3235 3240 3245 3250 3255 3260 3265 3270 3275 3280 3285 3290 3295 3300 3305 3310 3315 3320 3325 3330 3335 3340 3345 3350 3355 3360 3365 3370 3375 3380 3385 3390 3395 3400 3405 3410 3415 3420 3425 3430 3435 3440 3445 3450 3455 3460 3465 3470 3475 3480 3485 3490 3495 3500 3505 3510 3515 3520 3525 3530 3535 3540 3545 3550 3555 3560 3565 3570 3575 3580 3585 3590 3595 3600 3605 3610 3615 3620 3625 3630 3635 3640 3645 3650 3655 3660 3665 3670 3675 3680 3685 3690 3695 3700 3705 3710 3715 3720 3725 3730 3735 3740 3745 3750 3755 3760 3765 3770 3775 3780 3785 3790 3795 3800 3805 3810 3815 3820 3825 3830 3835 3840 3845 3850 3855 3860 3865 3870 3875 3880 3885 3890 3895 3900 3905 3910 3915 3920 3925 3930 3935 3940 3945 3950 3955 3960 3965 3970 3975 3980 3985 3990 3995 4000 4005 4010 4015 4020 4025 4030 4035 4040 4045 4050 4055 4060 4065 4070 4075 4080 4085 4090 4095 4100 4105 4110 4115 4120 4125 4130 4135 4140 4145 4150 4155 4160 4165 4170 4175 4180 4185 4190 4195 4200 4205 4210 4215 4220 4225 4230 4235 4240 4245 4250 4255 4260 4265 4270 4275 4280 4285 4290 4295 4300 4305 4310

## SUPPORTING DATA

Planning Commission  
minutes of 8-12-85,  
Item 2.

Planning Commission  
minutes of 8-12-85,  
Item 1 ~~6-11-85~~

Memo from Police  
Department and copy of  
resolution.

~~Copy of bid tabulation.~~

Copy of bid tabulation.

~~None~~ Copy of Amendment  
No. 1.

## COMMENTS

None

### Planning Commission recommends approval of amendment.

**Planning Commission recommended approval with stipulation.**

None

None

None

None

20. <sup>300</sup> C<sub>1</sub> & C<sub>2</sub> 1/2  
22. 1000 runs (8 r & 2 logs)

August 14, 1985

John T. Irving  
City Manager  
City of Crystal, MN

Re: Bids - Resurfacing Tennis  
Courts at Bassett Creek Park

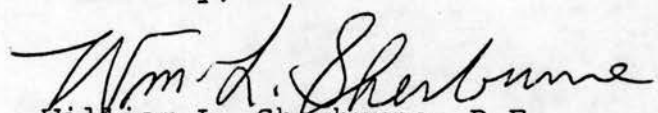
Dear Mr. Irving:

The sealed bids received on August 14, 1985, were checked for completeness and accuracy. The results are as follows:

|                      |    |                |            |
|----------------------|----|----------------|------------|
| Carlson-LaVine, Inc. | 20 | 9              | \$3,890.00 |
| Sjostrom, Inc.       |    | $\frac{29}{3}$ | 4,370.00   |
| Action Courts, Inc.  |    | $\frac{3}{2}$  | 4,900.00   |
| Engineer's Estimate  |    |                | 5,000.00   |

It is recommended that the contract be awarded to the low bidder, Carlson-LaVine, Inc., in the amount of \$3,890.00.

Sincerely,

  
William L. Sherburne, P.E.  
City Engineer

WLS:jrs

August 15, 1985

Honorable Mayor & City Council  
City of Crystal, MN

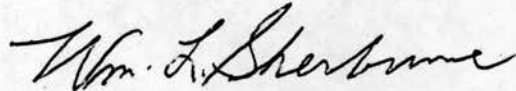
Re: Surety Release  
Liberty Garment Co.  
6105 - 42nd Ave. N.

Dear Councilmembers:

The work required to be performed as a condition of building permit approval for the above-captioned development has been completed to conform to the standards of the City of Crystal.

It is recommended that the work be approved by the City of Crystal subject to the guarantee provisions of the agreement effective this date, and that the surety of State Surety Co. of Des Moines, Iowa No. RCN 251815 in the amount of \$19,500 be released, subject to said guarantee.

Sincerely,



William L. Sherburne, P.E.  
City Engineer

WLS:jrs

cc: John T. Irving, City Manager  
Don Peterson, Building Inspector  
Liberty Garment Co.

August 14, 1985

John T. Irving  
City Manager  
City of Crystal, MN

Re: Bids -  
Sidewalk Repair No. 65-E

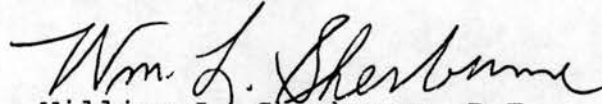
Dear Mr. Irving:

The sealed bids received on August 14, 1985, were checked for completeness and accuracy. The results are as follows:

|  |            |
|--|------------|
| A & J Cement Co.                         | \$4,125.00 |
| Gunderson Brothers Cement                | 7,040.00   |
| Halvorson Construction Co. <sup>26</sup> | 9 7,890.00 |
| Northern N <sup>38</sup>                 | 8,985.00   |
| Engineer's Estimate                      | 6,900.00   |

It is recommended that the contract be awarded to the low bidder, A & J Cement Co., in the amount of \$4,125.00

Sincerely,

  
William L. Sherburne, P.E.  
City Engineer

WLS:jrs

To: John A. Olson  
From: Steve Sandwick  
Date: August 14, 1985  
Subj: Resolution Regarding Continuation of DWI Project

Attached please find suggested resolution for the continuation of the Quad Cities DWI Project. The resolution must be passed by our City Council prior to our making application to the State of Minnesota for additional funding.

We had anticipated that the project funds would not be extended to our project after September 30, 1985. Our project has been so successful that the State of Minnesota, Department of Public Safety has stated that they will allocate funds for a continuation of our project to September 30, 1986.

Robbinsdale, Golden Valley, and New Hope will again be participating in this project. We will be allocated approximately \$24,500 to fund overtime patrol hours and \$5,500 to administer the program for the other cities as we have done for the past project.

We would like to submit the project application on a timely basis so as to have continuous funding with no break at the end of this fiscal year (September 30). Could you please submit this for consideration at the next Council meeting.

If you require any further information please contact me.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE SUBMISSION OF THE GRANT  
APPLICATION AND EXECUTION OF THE AGREEMENT  
QUAD-CITIES DWI ENFORCEMENT PROJECT

WHEREAS, the State of Minnesota will make grant funds available for DWI enforcement measures to local law enforcement agencies to begin October 1, 1985 and end September 30, 1986, and

WHEREAS, the Cities of Crystal, Robbinsdale, New Hope and Golden Valley are desirous of providing a coordinated approach to DWI enforcement; and

WHEREAS, a mutual aid agreement is in place which will allow for a coordinated enforcement effort; and

WHEREAS, the Cities of Robbinsdale, New Hope and Golden Valley agree to allow the City of Crystal to administratively coordinate the Quad-Cities DWI Enforcement Project grant.

NOW, THEREFORE, BE IT RESOLVED that the City of Crystal act as one of four sponsoring units of government and one of four grantees for the project titled Quad-Cities DWI Enforcement Project. The Quad-Cities DWI Enforcement Project is to be conducted in the City of Crystal by the Crystal Police Department during the period October 1, 1985, through September 30, 1986. James F. Mossey, Chief of Police, is hereby authorized to apply to the State of Minnesota Department of Public Safety for funding of the project on behalf of the Crystal City Council.

## Too much algae in your lake? Shoreview takes a novel approach

Take a look at your nearest lake. Is it green and murky with algae and weeds? Does algae wash up on the shore and rot? Are there dead fish or even dead fowl on the shore?

These may be symptoms of too much phosphorus in the lake. Several Twin Cities Area cities are working on the problem, but Shoreview has come up with a novel approach for the six and one-half lakes in its boundaries. The northern Ramsey County city has taken the controversial step of regulating the use of lawn fertilizer, which contains phosphorus.

Some people have been confused by the ordinance. "Someone even called me to say it sounded Nazi-like to keep him from putting phosphorus on his lawn," said Jeanette Leete, who was instrumental in drafting the fertilizer-control ordinance. Leete, a former member of Shoreview's Storm Water and Lake Water Quality Committee, works as a hydrologist for the state Department of Natural Resources.

Shoreview has limited the phosphorus content of fertilizer bought in the city to the lowest commonly available commercial formula. The city also limits the annual phosphorus application rate to amounts recommended for the area's soils (where any is recommended at all).

Leete said a University of Minnesota study of home lawns and gardens found that most soils in the Shoreview area were already high in phosphorus. "If the lawns don't need fertilizer, why put it on?" she said. Where a fertilizer contains more phosphorus than the low amount prescribed, a resident can comply with the ordinance by simply using less.

Shoreview's ordinance—which includes many of the "Clean Lake Tips" seen on this page—is part of its water-quality program. The program includes frequent street sweeping around lakes, community composting, a public education program and studies of lake-water quality.

Several communities have inquired about the ordinance with an eye to adopting a similar one for themselves, but so far none has followed Shoreview's lead. And that's all right too, according to some environmental planners for the Metropolitan Council.

"Fertilizer control may help water quality in Shoreview's lakes, but it may not be the best solution for other lakes in the region," said Council planner Gary Oberts. "It's one of many things that can be done to reduce phosphorus input to lakes."

"Other communities would do well

Continued on page 8.

# Phosphorus

Continued from page 1.

to study their own lakes to determine the sources and relative amounts of phosphorus in them before pursuing a solution that may not work."

Oberts and others fear that some communities may rush to adopt this ordinance only to discover later that it



Jeanette Leete looks over a plastic bagful of Shoreview lake water.

METRO MONITOR, July/August 1985

didn't improve their lakes. "This could undermine their confidence and willingness to take other, perhaps more effective, water cleanup actions," Oberts said.

The ordinance comes at a time when the region is gearing up for a major effort to clean its lakes and rivers. The state has required the region to be divided into roughly 40 watershed management organizations. (Watersheds are the land areas that drain into a given body of water.) Each organization is to come up with goals and policies designed to protect the waters in its area, and plans to carry them out, by December 1986.

Shoreview has decided that phosphorus is a problem it can tackle. Phosphorus is needed for lake weeds and algae to flourish. Leete said the construction of streets, buildings and parking lots has had the effect of increasing runoff, and the phosphorus it carries, into many regional lakes.

Urban runoff has steadily grown in

volume—picking up leaves, grass clippings, oil and grease, road dust, organic soils, pet droppings and lawn fertilizer on its headlong rush into storm sewers. This fast-moving, dirty water undergoes less filtering and thus contains more phosphorus and other nutrients than under natural conditions.

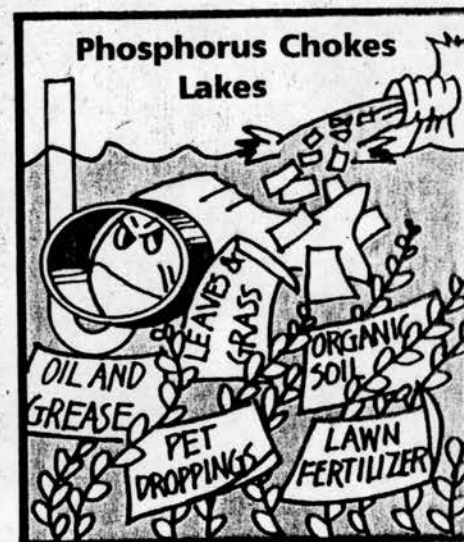
"The responsibility for clean lake water is not limited to people who live on lake shores," Leete said. "It belongs to everyone who lives in a watershed—and that means all of us."

Leete acknowledged that Metropolitan Area lakes will never have the pristine clarity of those in the Boundary Waters. Those lakes rest on beds of granite, having little of the rich organic materials and urban development common to Metropolitan Area lakes.

Leete added that Shoreview's citizens should not expect phosphorus control to clean lakes overnight. "There's enough phosphorus in the lakes now to keep them green till the cows come home.

We're trying to keep them from getting worse and eventually begin to clean up the water."

Jim Martin



By Calton Graphics

August 13, 1985

Honorable Mayor & City Council  
City of Crystal, MN

Re: Improvement Needs  
Octopus Car Wash II  
5301 Douglas Drive

Dear Councilmembers:


A study was made of the improvement needs as they pertain to the above-captioned site.

The items listed below were found to be reasonable and necessary for the orderly development of the City of Crystal and the site, also being in the best interests of the public:

- Grade boulevards to conform to Crystal standards.
- Construct V6 cast-in-place concrete barrier curb per approved plot plan.
- Construct parking area, access aisles and drives with a minimum of 6" Class 5 base and 2" bituminous surface.
- Stripe parking stalls with white paint.
- Erect 1 handicap parking stall sign.
- Construct storm sewer and appurtenances to collect and dispose of all surface water on the site.
- Disconnect 2" abandoned water service at the main.
- Area lighting shall conform to Section 515.07, Subd. 10, of the Crystal City Code.
- Landscape all open areas.
- Provide all lot irons in place and to grade at the time of final acceptance.

It is recommended that the above work be required as a condition of issuance of a building permit; that the work be completed prior to issuance of an occupancy permit but not later than June 15, 1986; that the work be unconditionally guaranteed for a period of one year from date of final acceptance of all the work; and that surety in the amount of \$15,000 be required as a guarantee of the faithful performance of the above construction and requirements.

Sincerely,



William L. Sherburne, P.E.  
City Engineer

WLS:jrs

cc: John T. Irving, City Manager  
Don Peterson, Building Inspector  
Bill Jurkens c/o Octopus Car Wash

Encls

August 15, 1985

Honorable Mayor & City Council  
City of Crystal, MN

Re: Improvement Needs  
3333 Vera Cruz  
Office Building

Dear Councilmembers:

A study was made of the improvement needs as they pertain to the above-captioned site.

The items listed below were found to be reasonable and necessary for the orderly development of the City of Crystal and the site, also being in the best interests of the public:

- Sealcoat parking area and drives.
- Remove weeds and patch parking area and drives.
- Construct V6 cast-in-place concrete barrier curb per approved plot plan.
- Construct handicap ramp in walk.
- Erect 1 handicap parking stall sign.
- Area lighting shall conform to Section 515.07, Subd. 10, of the Crystal City Code.
- Landscape all open areas.
- Provide all lot irons in place and to grade at the time of final acceptance.

It is recommended that the above work be required as a condition of issuance of a building permit; that the work be completed prior to issuance of an occupancy permit but not later than June 1, 1986; that the work be unconditionally guaranteed for a period of one year from date of final acceptance of all the work; and that surety in the amount of \$5,000 be required as a guarantee of the faithful performance of the above construction and requirements.

Sincerely,



William L. Sherburne, P.E.  
City Engineer

WLS:jrs

cc: John T. Irving, City Manager  
Don Peterson, Building Inspector  
Charles Hillstrom, 3315 Vera Cruz, Crystal 55422

Encls

August 14, 1985

Honorable Mayor & City Council  
City of Crystal, MN

Re: Improvement Needs  
Park Place  
5430 Douglas Drive

Dear Councilmembers:

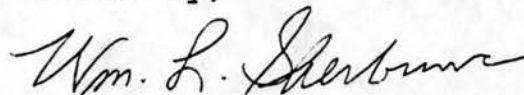
A study was made of the improvement needs as they pertain to the above-captioned site.

The items listed below were found to be reasonable and necessary for the orderly development of the City of Crystal and the site, also being in the best interests of the public:

- Construct 5' wide concrete sidewalk across driveways.
- Construct 2 curb openings at driveway and repair street adjacent.
- Close 1 driveway opening in curb and repair street adjacent.
- Construct V6 cast-in-place concrete barrier curb per approved plot plan.
- Construct parking area, access aisles and drives with a minimum of 6" Class 5 base and 2" bituminous surface.
- Stripe parking stalls with white paint.
- Erect 3 handicap parking stall signs.
- Construct storm sewer and appurtenances to collect and dispose of all surface water on the site.
- Provide screening from adjacent property in accordance with Section 515.07, Subd. 9, of the Crystal City Code, at locations shown on approved plot plan.
- Erect stop signs at exits from parking area.
- Prepare and submit "as built" utility plans.
- Area lighting shall conform to Section 515.07, Subd. 10, of the Crystal City Code.
- Landscape all open areas.
- Provide all lot irons in place and to grade at the time of final acceptance.

It is recommended that the above work be required as a condition of issuance of a building permit; that the work be completed prior to issuance of an occupancy permit but not later than June 1, 1986; that the work be unconditionally guaranteed for a period of one year from date of final acceptance of all the work; and that surety in the amount of \$112,000 be required as a guarantee of the faithful performance of the above construction and requirements.

Sincerely,



William L. Sherburne, P.E.  
City Engineer

WLS:jrs

cc: John T. Irving, City Manager  
Don Peterson, Building Inspector  
Dennis Persons, Crystal Linoleum  
Jim Swedenborg, 7685 Corporate Way, Eden Prairie

LeFevere  
Lefler  
Kennedy  
O'Brien &  
Drawz

A Professional  
Association

2000 First Bank Place West  
Minneapolis  
Minnesota 55402

Telephone (612) 333-0543  
Telecopier (612) 333-0540

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Herbert P. Lefler  
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John E. Drawz  
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Terry L. Hall  
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William P. Jordan  
Susan Dickel Minsberg  
Kurt J. Erickson

August 14, 1985

Mr. John T. Irving  
City Manager  
City of Crystal  
4141 Douglas Drive North  
Crystal, Minnesota 55422

Re: \$780,000 Commercial Development Revenue Bond  
(PBM Associates Project)  
City of Crystal, Minnesota

Dear Jack:

Enclosed you will find the following documents in  
connection with the above issue.

1. Application for industrial development bond  
project (two copies).
2. Comprehensive Statement of Mayor.
3. Memorandum of Agreement.

I would appreciate your having these documents executed  
as promptly as possible so that I can submit the  
application to the state for approval, and no later  
than Tuesday, August 20.

For technical reasons under the federal law we will  
have to have another public hearing on this project at  
the September 3rd meeting. I have taken the liberty of  
placing a notice of hearing in the Minneapolis Star &  
Tribune for this purpose. (It is not necessary to  
publish in the local paper.) At that time also, I  
think we will be able to adopt the resolution for the  
bonds and closing the transaction shortly thereafter.  
I anticipate, too, that we will have received approval  
from the state department by that time.

Mr. John T. Irving  
August 14, 1985  
Page 2

By the way, the Memorandum of Agreement need not be submitted to the state, but we should have Dennis execute it on behalf of the partnership promptly. I am sending under separate cover a modified version of the Development Contract with comments.

Yours very truly,

A handwritten signature in dark ink, appearing to read 'DJK', written over the closing 'Yours very truly,'.

David J. Kennedy

DJK:caw  
Enclosure

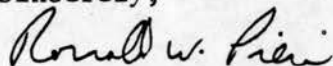
August 5, 1985

Mayor Thomas Aaker  
City of Crystal  
4141 Douglas Drive  
Crystal, Mn 55422

Dear Mayor Aaker,

To clarify date of resignation from the Crystal City Council, you may consider my resignation effective as of August 21, 1985.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ronald W. Pieri".

Ronald W. Pieri  
Council Member  
Ward 1

cc: Jack Irving

M E M O R A N D U M

TO: John T. Irving, City Manager

FROM: Kristin A. Lee, Public Health Sanitarian

RE: Private Kennel License at 6800 - 60th Avenue North  
for: Robert Kocur

DATE: July 11, 1985

An inspection was made July 10, 1985, of the Kocur property at 6800 - 60th Avenue North, Crystal, Minnesota. The inspection was completed by Mary K. Miranowski, Sanitarian Aide.

Mr. Kocur has three dogs living on the property at this time; two terriers and a Sheltie.

The dogs have the run of the fenced-in backyard which supplies them with ample space to move about. Mr. Kocur picks up feces every other day. Fecal odor was not noted and the property appeared clean.

Bags of dry food for the dogs are kept stored in the garage, and the bowls of food and water are set out in the backyard.

The dogs barked upon arrival, but stopped barking as soon as they became familiar with the inspector. All three dogs were clean, friendly, obedient animals.

The Crystal Police files contain eleven (11) animal-related complaints against this address. All of these complaints dealt with barking dogs.

In April of 1985, the Animal Warden issued a citation for dogs barking.

The Health Department has not received any animal complaints for 6800 - 60th Avenue North.

The only problem at this address appears to be the barking, no other problems are foreseen if a Kennel License is approved.

KAL:jt  
Encl.

CITY OF CRYSTAL  
4141 Douglas Drive  
Crystal, Minnesota 55422

APPLICATION FOR KENNEL LICENSE

1. Applicant's Name Robert Kocur
2. Applicant's Address 6800-60<sup>th</sup> Ave No
3. Applicant's Telephone Number 533-4975
4. Kennel Name \_\_\_\_\_
5. Kennel Address 6800-60<sup>th</sup> Ave No
6. Kennel Telephone Number 533-4975 Business #: \_\_\_\_\_
7. Type of Kennel (Check one): Commercial \_\_\_\_\_ Private ☒
8. Zoning Classification of Land \_\_\_\_\_
9. Adjacent Property Uses: North \_\_\_\_\_  
East \_\_\_\_\_  
South \_\_\_\_\_  
West \_\_\_\_\_
10. Nature and/or extent of kennel operation including number of animals on the premise 3 dogs  
1 female Terrier, 2 male Poodle/Terrier cross
11. Kennel Layout and Construction Fence yard,  
Dog house in garage + basement cubicles
12. If Private Kennel, provide copies of rabies certificates for both dogs and/or cats and Crystal license numbers for dogs.  
~~as attached~~ Rabies shots given (all 3) 5-19-84  
Dog his # 350 - Tuffing # 352, Buster  
# 351 - Bandit
13. APPLICANT'S SIGNATURE Robert J Kocur DATE 7/1/85

# City of Crystal



4141 DOUGLAS DRIVE NORTH  
CRYSTAL, MINNESOTA 55422

## ADMINISTRATIVE OFFICE

### LETTERS SENT TO:

August 1, 1985

John Skoropa  
5955 Idaho Ave. No.  
Crystal, MN 55428

Marvin Werner, 6810 60th Ave. No.  
Sharon Blackhawk, 6801 Lombardy Lane  
Donald Little 6718 60th Ave. No.  
Jessie Olson, 5954 Idaho Ave. No.

Dear Mr. Skoropa:

This letter is being sent to inform you that the Crystal City Council will be considering the application for a Private Kennel license at 6800 60th Ave. North. The meeting will be held on August 20, 1985, at the City Hall, 4141 Douglas Drive, in the Council Chambers.

The meeting will begin at 7:00 P.M. The City Code requires that, in any household containing more than two animals, a Private Kennel license is required. The applicants, in this case, have 3 dogs and 0 cat which necessitates their request.

If you have any comments, your attendance will be appreciated. If you have any questions, please call me at 537-8421.

Sincerely,

Kristin A. Lee  
Public Health Sanitarian  
Crystal Health Department

KAL:jt

August 13, 1985

Kristin A. Lee  
Public Health Sanitarian  
Crystal Health Department

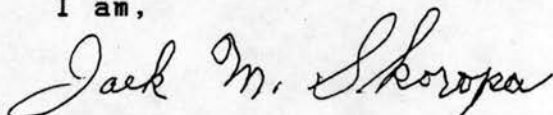
I want to thank you for letting me know of the application for a Private Kennel license at 6800 60th Avenue North. As I mentioned the neighbor next to him is on vacation and will not return in time for the hearing.

As for my opinion, I think that they are three of the most noisy dogs that I have ever heard. He is at work during the daytime and does not have to listen to the noise. I am a dog lover myself, after seeing a dog hit by a car on the freeway I could never own a dog in town. I am disabled as your records will show, and can not attend your meeting. Even my friend that comes Mondays to take me shopping has mentioned that the dogs sure make a lot of noise. I don't like to complain but I do want to tell the truth.

As I said over the phone there are two dogs that run loose from a house near 60th. and Hampshire. This starts all of the dogs barking, this large dog will go to each of the three corners which are all fenced in.

I hope that this will be of some help in making your decision.

I am,

A handwritten signature in cursive script that reads "Jack M. Skoropa". The signature is written in dark ink and is positioned above the typed name and address.

Jack M. Skoropa  
5955 Idaho Ave.N.  
Crystal MN. 55428

LeFevere  
Lefler  
Kennedy  
O'Brien &  
Drawz

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William P. Jordan  
Susan Dickel Minsberg  
Kurt J. Erickson

August 14, 1985

Mr. John T. Irving  
City Manager  
City of Crystal  
4141 Douglas Drive North  
Crystal, Minnesota 55422

Re: Brutger Development Contract

Dear Jack:

Enclosed you will find the text of Amendment No. 1 to the Brutger Development Contract which was approved by the HRA at its last meeting. I think it is necessary for the City Council to approve the amendment as well as they are a party to the Development Contract.

As I described to the HRA the amendments are necessary to reflect the changed conditions surrounding the project and to accede to some reasonable requests of the financial institution which has committed to finance the project. The changes are as follows:

1. In the original Development Contract there was a complex schedule of construction of the project in two phases extended over a 2-1/2 year period and the letter of credit requirements were tied directly to that schedule. The two phases of the project are now being built virtually simultaneously and the modification permits the developer to be relieved of its letter of credit obligation IF construction of the project is begun within 60 days of the closing on the property which occurred on August 8th. We feel the City is adequately protected if this procedure is followed, as the financing is virtually in place, and the City's Guaranty under the Assessment Agreement (guaranteeing a minimum market value) and that the tax deficiency agreement (guaranting shortfalls in the increments) are in place.

2. The amendment proposes a slight modification in the Certificate of Completion to reflect the developer's desire to have all its obligations (except the Assessment Agreement and Agreement to Pay Deficiencies)

removed upon satisfactory completion of the project. The amendment modifies the Certificate of Completion to that effect and reflects what in fact was everyone's intention at the time of the execution of the original contract.

3. The original contract contemplates the possibility of part of the project being in condominium ownership. This will not occur and the amendment strikes all language from the Development Contract referring to that possibility.

4. The basic contract contains language obligating the financial institution to undertake all of the obligations of the developer in the event of foreclosure or the taking of the deed in lieu of foreclosure. Many of those obligations have been already fulfilled such as the purchase of the land, and it seems appropriate to accede to the mortgage company's request to remove those obligations from the contract. The contract also provides that upon foreclosure the property reverts to the HRA and that the mortgage financing company is obligated to complete the construction exactly as described. As I explained to the HRA we often negotiate these terms with the developer prior to mortgage financing being obtained with the expectation that the lender will object on the grounds that they are not developers and will only assume the obligation to complete the project in a way that is financially feasible. Some mortgage companies undertake that burden but most sophisticated lenders request that its only obligation be that of working with the HRA and the City in finding an appropriate developer to complete the project, and the basic Development Contract recognized that that might occur. We do not think the City or HRA at risk in acceding to this amendment in view of the rather substantial financial soundness of Brutger, their demonstrated ability to complete their projects, their substantial financial commitment to this one, and the confidence of the lender, Midland Financial Savings & Loan of Des Moines, in the project.

Mr. John T. Irving  
August 14, 1985  
Page 3

The lender and Brutger have agreed to all of these changes and we recommend that the City authorize them to be made.

Yours very truly,

A handwritten signature in dark ink, appearing to read 'D. Kennedy', written over a circular stamp or mark.

David J. Kennedy

DJK:caw  
Enclosure

AMENDMENT NO. 1

TO

CONTRACT FOR PRIVATE DEVELOPMENT

Among

THE CITY OF CRYSTAL, MINNESOTA,

and

THE HOUSING AND REDEVELOPMENT AUTHORITY  
OF THE CITY OF CRYSTAL

and

CRYSTAL APARTMENTS LIMITED PARTNERSHIP

DATED AS OF MAY 16, 1985

This Instrument Drafted by:

LeFevere, Lefler, Kennedy,  
O'Brien & Drawz  
a Professional Association  
2000 First Bank Place West  
Minneapolis, Minnesota 55402  
Telephone: (612) 333-0543

THIS AGREEMENT, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 1985, by and between the HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF CRYSTAL, MINNESOTA, a Minnesota public body corporate and politic, (HRA), the CITY OF CRYSTAL, a Minnesota municipal corporation, (City) and CRYSTAL APARTMENTS LIMITED PARTNERSHIP, a Minnesota limited partnership, (DEVELOPER).

WITNESSETH:

WHEREAS, the parties hereto did on May 16, 1985 enter into an agreement entitled "Contract for Private Development" (Contract); and

WHEREAS, as a result of circumstances occurring subsequent to the execution of the Contract it appears desirable and appropriate to make certain amendments to the Contract.

NOW, THEREFORE, in consideration of the mutual covenants and agreement hereinafter contained, which constitute new and additional consideration, the adequacy and sufficiency of which is acknowledged by the parties, the parties agree and stipulate as follows:

1. Notwithstanding any provision in the Contract to the contrary, the Letter of Credit described in Section 4.5 of the Contract and attached to the Contract as Exhibit G shall be delivered by the Developer to the HRA on the 60th day following the Closing, provided, however, that the Developer shall be relieved of its obligation to deliver the Letter of Credit if construction of the Phase II improvements is commenced prior to said 60th day.
2. Notwithstanding any provision in the Contract to the contrary, the issuance of the Certificate of Completion provided for in Section 4.4 of the Contract and appended thereto as Exhibit E shall constitute a conclusive determination of satisfaction and

termination of all of the obligations of the Developer under the Contract. Such determination shall not, however, be deemed to affect in any way the continuing obligations of the Developer contained in the Assessment Agreement or the Deficiency Agreement.

3. Exhibit E to the Contract is amended to read as follows:

Exhibit E

CERTIFICATE OF COMPLETION

The undersigned hereby certifies that CRYSTAL APARTMENTS LIMITED PARTNERSHIP, a Minnesota limited partnership, has fully and completely complied with its obligations of that document entitled "Contract for Private Development," dated May 16, 1985, between the HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF CRYSTAL (HRA), the CITY OF CRYSTAL (City) and CRYSTAL APARTMENTS LIMITED PARTNERSHIP (Developer), a copy of which was recorded in the County Recorder's Office on \_\_\_\_\_ and in the Registrar of Titles Offices on \_\_\_\_\_, and amended on \_\_\_\_\_, 1985 and is released and forever discharged from its obligations under said Contract.

DATED: \_\_\_\_\_

HOUSING AND REDEVELOPMENT AUTHORITY  
IN AND FOR THE CITY OF CRYSTAL,  
MINNESOTA

By John Guter  
Its Chairperson

By \_\_\_\_\_  
Its Executive Director

4. Notwithstanding any provision in the Contract to the contrary, the Development shall consist of 160 rental units constructed in two residential multi-family structures and related site improvements.
5. Section 9.2 is amended to read as follows:

Section 9.2 Remedies on Default. Whenever any event of default occurs, the HRA may, in addition to any other remedies or rights given the HRA under this Agreement but only after the Developer's failure to cure within 30 days of written notice of default, take any one or more of the following actions:

(a) suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the HRA, that the Developer will cure its default and continue its performance under this Agreement;

(b) cancel and rescind this Agreement;

(c) withhold the Certificate of Completion; or

(d) take whatever action at law or in equity may appear necessary or desirable to the HRA or the City to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement;

provided that any exercise by the HRA or the City of its rights or remedies hereunder shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way (a) the

lien of any Mortgage authorized by this Agreement and (b) any rights or interests provided in this Agreement for the protection of the holders of a Mortgage.

6. In all other respects the Contract shall remain in full force and effect.

7. This First Amendment to Contract for Private Development shall not be effective until consent thereto has been given by the Midland Financial Savings and Loan Association.

IN WITNESS WHEREOF, the HRA and the City have caused this Agreement to be duly executed in their names and behalf and the Developer has caused this Agreement to be duly executed as of the day and year first above written.

HOUSING AND REDEVELOPMENT AUTHORITY  
IN AND FOR THE CITY OF CRYSTAL,  
MINNESOTA

By *John Carter*  
Its Chairperson

By \_\_\_\_\_  
Its Executive Director

CITY OF CRYSTAL, MINNESOTA

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

By \_\_\_\_\_  
Its City Manager

CRYSTAL APARTMENTS LIMITED PARTNERSHIP

By Brutger Companies, Inc., a  
Minnesota corporation, its General  
Partner

By \_\_\_\_\_  
Its \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this  
day of \_\_\_\_\_, 1985 by John T. Irving and Sharon  
Garber, the Executive Director and Commission Chairperson of the  
Housing and Redevelopment Authority in and for the City of  
Crystal, a public corporation under the laws of the State of  
Minnesota, on behalf of the public corporation.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this  
day of \_\_\_\_\_, 1985 by Thomas Aaker and John T.  
Irving, the Mayor and City Manager of the City of Crystal, a  
municipal corporation under the laws of the State of Minnesota,  
on behalf of the municipal corporation.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this  
day of \_\_\_\_\_, 1985 on behalf of Crystal Apartments  
Limited Partnership, a Minnesota limited partnership, by Brutger  
Companies, Inc., a Minnesota corporation, its general partner, by  
\_\_\_\_\_, its \_\_\_\_\_, who acknowledged the  
same to be the free act and deed of the corporation by authority  
of its board of directors, as such general partner.

\_\_\_\_\_  
Notary Public

CONSENT

The undersigned, being the holder of the mortgage on the lands embraced by the Contract hereby consents to Amendment No. 1 to the Contract.

MIDLAND FINANCIAL SAVINGS AND LOAN  
ASSOCIATION, a savings and loan  
association organized and existing  
under the laws of the State of Iowa

By \_\_\_\_\_  
Its

August 14, 1985

MEMO TO: John T. Irving, City Manager  
FROM: Delores Ahmann, City Clerk *DA.*  
RE: Special Law enacted for the City of Crystal

Minnesota Statutes 645.021 require me to submit a copy of the resolution adopted by the City Council after enactment of the special law which was requested by our Council.

A resolution of approval is necessary for the law to become effective. I have attached a copy of a resolution for the Council to consider which will accomplish what is required.

Also attached is a copy of the Act which was adopted by the Legislature. Noice it does have a sunset clause.

da  
enc.

RESOLUTION NO. 85-

RESOLUTION APPROVING LAWS 1985 CHAPTER 193

WHEREAS, Laws 1985 Chapter 193 entitled "An Act Relating to the City of Crystal; regulating the holding of public offices by Councilmembers; providing for the adoption of emergency ordinances" requires approval by the majority of the Council of Crystal before it becomes effective,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Crystal that Laws 1985 Chapter 193 is hereby approved.

By roll call and voting aye: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_; voting no: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_; absent, not voting: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. Motion carried, resolution declared adopted.

\_\_\_\_\_  
Mayor

ATTEST:

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

# AN ACT

S.F. No. 825  
CHAPTER No.

P 193

Distributed By  
Secretary of the **SENATE**  
Room 231, State Capitol  
St. Paul, 296-2343

1

2 relating to the city of Crystal; regulating the  
3 holding of public offices by council members;  
4 providing for the adoption of emergency ordinances.

5

6 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

7 Section 1. [COUNCIL MEMBER OFFICES.]

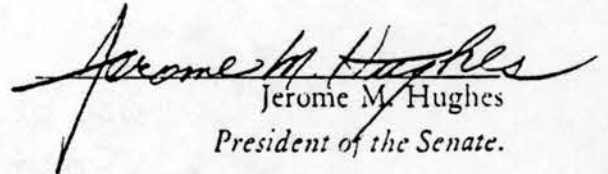
8 Notwithstanding section 3.02 of the Crystal city charter, a  
9 member of the Crystal city council may hold any other public  
10 office otherwise compatible with the office of member of the  
11 council.

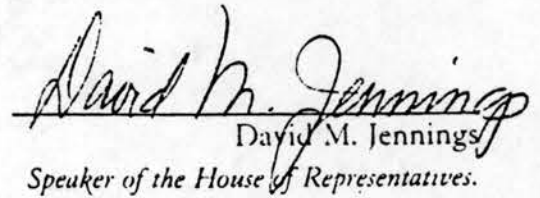
12 Sec. 2. [EMERGENCY ORDINANCES.]

13 Notwithstanding section 3.06 of the Crystal city charter,  
14 an emergency ordinance may be adopted by the city council by a  
15 vote of a majority of all of its members.

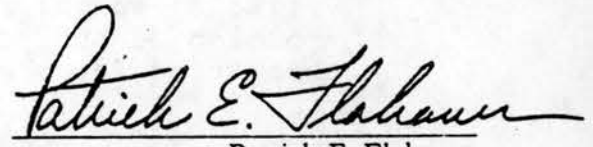
16 Sec. 3. [EFFECTIVE DATE.]

17 This act is effective the day after compliance by the  
18 governing body of the city of Crystal with Minnesota Statutes,  
19 section 645.021, subdivision 3, and shall expire December 31,  
20 1987.

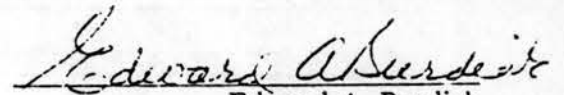
  
Jerome M. Hughes  
President of the Senate.

  
David M. Jennings  
Speaker of the House of Representatives.

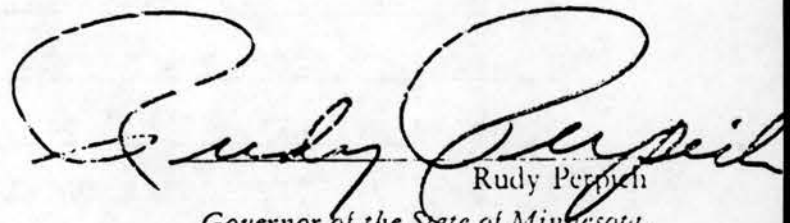
Passed the Senate this 25th day of April in the year of Our Lord one thousand  
nine hundred and eighty-five.

  
Patrick E. Flahaven  
Secretary of the Senate.

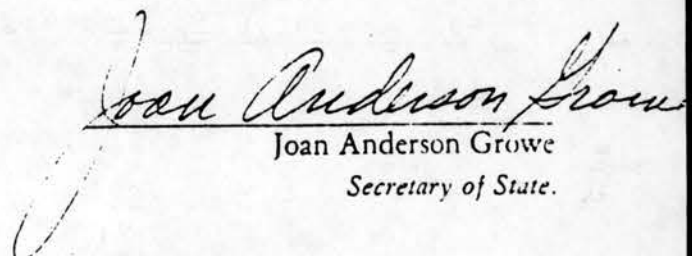
Passed the House of Representatives this 16th day of May in the year of Our Lord  
one thousand nine hundred and eighty-five.

  
Edward A. Burdick  
Chief Clerk, House of Representatives.

Approved 5/23/85

  
Rudy Perpich  
Governor of the State of Minnesota.

Filed 5/23/85

  
Joan Anderson Growe  
Secretary of State.

LeFevere  
Lefler  
Kennedy  
O'Brien &  
Drawz

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William P. Jordan  
Susan Dickel Minsberg  
Kurt J. Erickson

August 14, 1985

Mr. John T. Irving  
City Manager  
City of Crystal  
4141 Douglas Drive North  
Crystal, Minnesota 55422

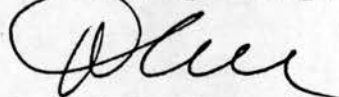
Re: Amendment to Platting Ordinance

Dear Jack:

Enclosed you will find the text of an ordinance  
repealing the section of the platting ordinance which  
prohibits the preparation of plats containing abstract  
and torrens property.

This change is recommended by Bill Sherburne since the  
existing language reflects a practice of the Hennepin  
County people which is no longer in effect.

Yours very truly,



David J. Kennedy

DJK:caw  
Enclosures  
cc: Bill Sherburne

AN ORDINANCE

RELATING TO PLATS AND PLANNING:  
REPEALING CRYSTAL CITY CODE,  
SUBSECTION 505.03, SUBDIVISION 3,  
CLAUSE e).

THE CITY OF CRYSTAL DOES ORDAIN:

Section 1. Crystal City Code, Subsection 505.03,  
Subdivision 3, Clause e) is repealed.

Sec. 2. The ordinance is effective in accordance with  
Crystal City Code, Subsection 110.11.

\_\_\_\_\_  
Mayor

Attest:

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

August 8, 1985

Dear John:

Thank you very much for the plaque and the very fine dinner you and your staff arranged. Helen and I enjoyed it very much and we wanted to express our appreciation.

It doesn't seem as though twenty years has passed in serving on the Commission, but time moves on as it should and does. I learned a great deal while serving on the Commission and in turn I hope that I contributed at least equal to what I received.

Thank you again,

Frank Peters

LeFevere  
Lefler  
Kennedy  
O'Brien &  
Drawz

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Lorraine S. Clugg  
James J. Thomson, Jr.  
James M. Strommen  
Mary C. Nielsen  
Terry L. Hall  
Ronald H. Batty  
William P. Jordan  
Susan Dickel Minsberg  
Kurt J. Erickson

August 14, 1985

Mr. John T. Irving  
City Manager  
City of Crystal  
4141 Douglas Drive North  
Crystal, Minnesota 55422

Re: Commercial Development Revenue Bonds of 1985  
(PBM Associates Project)  
City of Crystal, Minnesota

Dear Jack:

Enclosed you will find a modified version of a Development Contract with Dennis Person and his partners with my suggestions for changes to reflect the change in the schedule of the project. I am sending copies to Dennis and Paul Rosenthal, who is acting as their attorney, and I think we should attempt to ask Dennis to execute the document as quickly as possible. I think it would be appropriate too, to ask the City Council to approve the modifications necessary at Tuesday's meeting if that is possible, but in any event no later than September 3rd. The HRA will also have to approve changes.

If you have any questions please give me a call.

Yours very truly,

  
David J. Kennedy

DJK:caw

Enclosure

cc: Dennis Person  
Paul Rosenthal  
Tim Stoltman

CONTRACT FOR PRIVATE DEVELOPMENT

Among

THE CITY OF CRYSTAL, MINNESOTA,

and

THE HOUSING AND REDEVELOPMENT AUTHORITY  
OF THE CITY OF CRYSTAL

and

PBM ASSOCIATES

This Instrument Drafted by:

LeFevere, Lefler, Kennedy,  
O'Brien & Drawz  
a Professional Association  
2000 First Bank Place West  
Minneapolis, Minnesota 55402  
Telephone: (612) 333-0543

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## CONTRACT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT, made and entered into as of this \_\_\_\_\_ day of August, 1985, by and between the HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF CRYSTAL, MINNESOTA, a Minnesota public body corporate and politic, (HRA), the CITY OF CRYSTAL, a Minnesota municipal corporation, (City) and PBM ASSOCIATES, a Minnesota general partnership, (DEVELOPER).

### WITNESSETH:

WHEREAS, the City and the HRA have created and established the Bass Lake Road-Becker Park Redevelopment Project Area (Project Area) pursuant to the authority granted in Minnesota Statutes, Sections 273.71 to 273.77 and Chapter 462 (collectively, the Act); and

WHEREAS, the HRA and the City have, pursuant to the Act, duly established a Redevelopment Tax Increment Financing District (TIF District) and adopted a tax increment financing plan (TIF Plan) to finance all or a portion of the public redevelopment costs of the Project Area;

WHEREAS, in order to achieve the objectives of the Redevelopment Plan as hereinafter defined and particularly to make land in the Project Area available for redevelopment by private enterprise for and in accordance with the uses specified in the Redevelopment Plan, the City has determined to provide substantial aid and assistance through the sale of bonds other other obligations to finance the public redevelopment costs of the Project Area; and

WHEREAS, the Developer has proposed a development as hereinafter defined within the Project Area which the HRA has determined will promote and carry out the objectives for which redevelopment in the TIF District has been undertaken, will assist in carrying out the

objectives of the TIF Plan, will be in the vital best interests of the City and the health, safety, morals and welfare of its residents, and is in accord with the public purposes and provisions of the applicable state and local laws and requirements under which redevelopment in the District has been undertaken and is being assisted:

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties contained herein, each of them does hereby represent, covenant and agree with the other as follows:

#### ARTICLE I.

##### DEFINITIONS, EXHIBITS, RULES OF INTERPRETATION

Section 1.1 Definitions. In this Agreement, the following terms have the following respective meanings unless the context hereof clearly requires otherwise:

(a) Tax Increment Bonds (TIF Bonds). The general obligation tax increment bonds issued by the City to finance the public redevelopment costs and related costs in the TIF District; the term also includes any bonds or obligations issued to refund any TIF Bonds.

(b) Construction Plans. Collectively the plans, drawings, specifications, related documents and construction progress reports, together with any and all charges therein that may thereafter be made, required of Developer to be submitted to the HRA as hereinafter provided.

(c) Development. The Development shall consist of the Improvements to be constructed according to the Construction Plans approved by the HRA as hereinafter provided.

(d) Improvements. Each and all of the improvements specified and provided in the Construction Plans which are approved by the City and the HRA as hereinafter provided.

(e) Market Value. The market value of the real property as determined by the City Assessor in accordance with Minn. Stat. Section 273.11 (or as finally adjusted by an assessor, board of equalization, commissioner of revenue, or any court).

(f) Maturity Date. The date on which the last TIF Bonds issued to assist the Project Area mature.

(g) Mortgage and Holder. The term "mortgage" shall include a mortgage, deed of trust or other instrument creating an

encumbrance or lien upon the Property or any part thereof, as security for a loan. The term "holder" in reference to a mortgage includes any insurer or guarantor (other than the Developer) of any obligation or condition secured by such mortgage or deed of trust. Such terms also include the holder of any security interest and the interest of the trustee for any industrial revenue bonds issued by the City in aid of the Developer, except where the application of such terms would conflict with the legal requirements of such security interest or duty of a trustee.

(h) Property. The real property all located within the Project Area upon which the Improvements are to be constructed and consisting of a parcel or parcels of land described and numbered in Exhibit A.

(i) Redevelopment Plan. The Redevelopment Plan for the Project Area.

(j) Tax Increment. The tax increments produced by increases in the valuation of property in the TIF District and from the Improvements.

(k) Other Terms. Terms defined in other sections of this agreement have the meanings given them.

Section 1.2 Exhibits. The following Exhibits are attached to and by reference made a part of this Agreement.

- A. Property Description
- B. Form of Deed
- C. Preliminary Plan Documents
- D. Schedule of Construction
- E. Certificate of Completion
- F. Assessment Agreement and Certificate of Director of Property Taxation
- G. Letter of Credit
- H. Agreement to Pay Deficiencies.

Section 1.3 Rules of Interpretation.

(a) This Agreement shall be interpreted in accordance with and governed by the laws of the State of Minnesota.

(b) The words "herein" and "hereof" and words of similar import, without reference to any particular section or subdivision refer to this agreement as a whole rather than any particular section or subdivision hereof.

(c) References herein to any particular section or subdivision hereof are to the section or subdivision of this instrument as originally executed.

(d) Any titles of the several parts, articles and sections of this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of its provisions.

## ARTICLE II.

### REPRESENTATIONS AND UNDERTAKINGS

Section 2.1 By the Developer. The Developer makes the following representations and undertakings:

(a) The Developer is a general partnership under the laws of the State of Minnesota and has the legal authority and power to enter into this Agreement.

(b) If, and to the extent allowed by law, the City or HRA makes available to the Developer the proceeds of tax exempt bonds or other obligations in the exercise of their respective reasonable discretion, the Developer has the necessary equity capital and will obtain commitments for mortgage financing necessary for construction of the Improvements.

(c) The Developer will construct, operate and maintain the Improvements in accordance with the terms of this Agreement, the Redevelopment Plan and all local, state and federal laws and regulations.

(d) The Development is comprised of uses permitted under the ordinances of the City, is in conformity with the Redevelopment Plan and will be acquired and developed by Developer at a cost of at least \$1,025,000.

(e) At such time or times as may be required by law, the Developer will have complied with all local, state and federal environmental laws and regulations, will have obtained any and all necessary environmental reviews, licenses or clearances under, and will be in compliance with the requirements of the National Environmental Policy Act of 1969, the Minnesota Environmental Policy Act, and the Critical Area Act of 1973. The Developer has not received notice or communication from any local, state or federal official indicating that the activities of the Developer may be or will be in violation of any environmental law or regulation. The Developer is not aware of any facts the existence of which would cause Developer to be in violation of any local, state or federal environmental law, regulation or review procedure or which would give any person a valid claim under the Minnesota Environmental Rights Act.

(f) The Developer will obtain, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely

manner, all requirements of all local, state and federal laws and regulations which must be obtained or met before the Improvements may be constructed. Without limitation to the foregoing, the Developer will request and seek to obtain from the City all necessary variances, conditional use permits and zoning changes.

(g) Any signing erected upon the Property shall satisfy the following criteria:

- i. Only the signs depicted in the approved Construction Plans will be permitted.
- ii. Any signs thereafter erected upon the Property, whether in addition to or as a replacement of the signs contained in the Construction Plans will be an integral part of the building in terms of design and quality. Billboard type signs on the rooftop, building facades or other areas on the property will not be permitted except that temporary billboard signs which are permitted by ordinance may be erected. All signs erected or placed on the property will advertise only the businesses or products or services of the businesses occupying the property.
- iii. The criteria contained in this Paragraph 2.1 (g) are intended to be minimum criteria, and the Developer represents that it will abide by any more restrictive requirements contained in applicable City ordinances or state statutes currently existing or hereafter enacted. Nothing contained in this subparagraph 2.1 (g) iii. shall be deemed to limit or restrict the right of the Developer to challenge the application of any such restriction or criteria to it, nor shall any of the forfeiture provisions contained in Section 9.3 of this Agreement apply to a violation of this paragraph by the Developer.

Section 2.2 By the HRA. The HRA makes the following representations as the basis for the undertaking on its part herein contained:

- (a) The HRA is authorized by law to enter into this Agreement and to carry out its obligations hereunder.
- (b) The HRA shall use its best efforts convey marketable title to the Developer to all the parcels of land described in Exhibit A. Subject to the provisions of Section 3.3, failure to deliver marketable title to the Property shall void this Agreement and release the parties from any obligation hereunder.

Section 2.3. By the City. The City makes the following representations as the basis for the undertaking on its part herein contained:

- (a) The City is authorized by law to enter into this Agreement and to carry out its obligations hereunder.
- (b) The City will, in a timely manner, subject to all notification requirements, review and act upon all submittals and applications of the Developer and the HRA and will not unreasonably withhold or deny the granting of any permit, license, variance, conditional use permit or other approval required to allow the construction of the Improvements; provided, however, that nothing contained in this subparagraph (b) shall be construed to limit in any way the reasonable and legitimate exercise of the City's legislative discretion in considering any submittal or application.
- (c) The City will use its best efforts, in the reasonable exercise of its discretion, and consistent with state and federal law, to make available tax exempt financing to Developer for the Project.

### ARTICLE III.

#### SALE AND CONVEYANCE

Section 3.1. Sale by HRA. Subject to the terms, covenants and conditions of this Agreement, the HRA agrees to sell to Developer and the Developer agrees to purchase from the HRA the real estate described in Exhibit A.

Section 3.2. Purchase Price. Except as hereinafter provided, the Developer shall pay at closing a full purchase price for the property listed in Exhibit A of \$125,000 payable 1/3 at closing and 1/3 on each anniversary date thereafter. Taxes and assessments will be pro rated at Closing.

Section 3.3. Time of Closing. Closing shall occur 60 days from the date that any party hereto notifies the other parties that all performances, conditions and events required by this Agreement to occur or be performed prior to Closing have occurred or been performed. In the event that Closing does not take place before

September 10, 1985, this Agreement shall become void and the parties hereto shall be discharged from any further liability or obligation hereunder.

Section 3.4. Closing Documents. On the date of Closing the HRA shall deliver to the Developer:

- (a) an affidavit covering all judgments, tax liens, bankruptcies, pending actions in any court, mechanic's liens and unrecorded contracts, leases, easements, or other agreements relating to the property;
- (b) a deed in the form indicated in Exhibit B; and
- (c) a title insurance commitment as described in Section 3.5 of this Agreement.

Section 3.5. Title Insurance. The HRA shall obtain a commitment for the issuance of an owner's title insurance policy. The commitment shall commit the insurer for the issuance of an owner's title insurance policy (ALTA FORM "B"), shall name the HRA the proposed insured party, shall be certified to date, including searches and bankruptcies and state and federal judgments, tax and other liens and for all special assessments levied or pending. The HRA shall furnish the Developer a copy of the commitment not later than 30 days prior to the date of Closing. The Developer shall be allowed ten days from receipt of the commitment for examination of the commitment and delivery to the HRA of a list of all encumbrances or other interests which are unacceptable to the Developer. Objections may be raised only as to defects consisting of encumbrances or other interests which make title unmarketable or restrict or prohibit its intended use. Objections not made within such period are deemed waived. The HRA shall have 90 days from the date of timely objection to correct a defect and supply the Developer with an updated commitment. In the event that the defect is not removed during that period and is not waived by the Developer, the Developer's obligation to purchase the Property shall terminate unless the Developer shall elect to purchase the property subject to the defect and charge the HRA for the actual cost of removing such defect including reasonable attorneys' fees.

Section 3.6. Hazardous Wastes. On the date of Closing the HRA and the Developer agree to execute a document in recordable form containing the following provisions:

- (a) neither the HRA nor the Developer is aware of any hazardous wastes, chemicals, substances or other pollutants which are current stored, kept or located upon the property;
- (b) that the Developer is satisfied as a result of its own investigation that no such materials are located within the site;
- (c) that the Developer for itself, its successors and assigns, releases and discharges forever the HRA, the City and their officers, agents and employees from any claim, or cause of action in law or in equity, including any claim or cause which may hereafter be created, for property damage, personal injury or death arising out of or occasioned by the presence or removal of any hazardous wastes, chemicals, substances or other pollutants which may be located upon or under the Property; and
- (d) that if, prior to completion of construction of the Improvements the existence of hazardous wastes, chemicals, substances or other pollutants results in the Developer being directed by a lawful governmental authority to remove same, then the Developer may at its option choose to abandon the Improvements, terminate this Agreement and be relieved from any further obligation hereunder; provided, however, that such termination shall not be deemed to revest title in the HRA.

Section 3.7. Limitation on Total Guaranty and Deficiency Payments. The Developer agrees to pay to the City at the times and subject to the limitations hereinafter provided, the amount needed in addition to the Tax Increment, and any interest earnings available to the City to pay the principal of and interest on the TIF Bonds when due. The City will no later than 15 days before an interest payment date on the TIF Bonds notify and request payment from the Developer of the amount required, if any, in addition to such Tax Increment and interest earnings, to pay the principal, if any, and interest coming due on the Bond on said interest payment date. The Developer agrees to pay such amount to the City immediately upon receipt of such request from the City; provided that in no event shall the amount paid

to the City pursuant to any such request from time to time exceed: (a) to pay principal, 25% of the aggregate principal amount of the TIF Bonds that has been retired or is then due and payable, less the amount of any previous payments made for this purpose; and (b) to pay interest, 25% of the interest that has been paid on the TIF Bonds or is then due and payable thereon, less the amount of any previous payments made for this purpose. Failure of the City to give the Notice on Demand required by this section does not relieve the Developer of its obligations hereunder. The HRA covenants and agrees that it will not accept any payments from Developer under this section which would cause the interest on the Bonds to become subject to federal income taxation. The City and HRA reserve the right to obtain an opinion of nationally recognized bond counsel as to the effect of the acceptance of any such payment or any payment made pursuant to Exhibit H upon the taxable status of the interest on the Bonds.

Section 3.8. Utility and Street Relocation.

a) Prior to the date of Closing, the City shall have vacated all public streets and alleys, if any, located within the boundaries of the Development. If, on or before the time of Closing the City shall notify the Developer and the HRA that the City will be unable to vacate all or any portion of such streets or alleys, then this Agreement may be terminated by either the Developer or the HRA and no party shall be further liable to any other party hereunder.

ARTICLE IV.

CONSTRUCTION OF IMPROVEMENTS

Section 4.1. Construction of Improvements. The Developer agrees that it will construct the Improvements on the Property in accordance with the Construction Plans and will at all times operate, maintain, preserve and keep the Improvements in good repair and condition.

Section 4.2 Construction Plans. Not later than 30 days from the date of this Agreement, the Developer shall submit to the HRA and to the City its Construction Plans. The Construction Plans shall be in conformity with Preliminary Plan, which is attached to this Agreement as Exhibit C, the TIF Plan, the Redevelopment Plan, this Agreement and all local, state and federal regulations. The HRA and the City shall, within 15 days of receipt of Construction Plans review such plans to determine whether the foregoing requirements have been met. If the City and HRA determine such plans to be deficient, they shall notify the Developer in writing stating the deficiencies and the steps necessary for correction. No building permit or other permit required for the construction may be applied for until the Construction Plans have been approved by the HRA.

Section 4.3 Completion of Construction. Subject to unavoidable delays, construction of the Improvements shall be completed not later than \_\_\_\_\_, 1986. For the purpose of this Section 4.3, unavoidable delays mean delays which are the direct result of strikes, fire, war, material shortage, causes beyond the Developer's control or other casualty to the improvements, or the act of any federal, state or local government unit except those acts of the City and HRA authorized or contemplated by this Agreement. All construction shall be in conformity with the approved Construction Plans. During construction, but at intervals of not less than 30 days, the Developer shall make reports in such detail as may reasonably be requested by the HRA concerning the actual progress of construction.

Section 4.4 Certificate of Completion. Promptly after notification by the Developer of completion of construction, the HRA and the City shall inspect the construction to determine whether the Development is completed in accordance with the terms of this Agreement (including the date for the completion thereof). In the event that the HRA and the City are satisfied with the construction, the HRA will furnish the Developer with a Certificate of Completion in the form of Exhibit E. Such certification by the HRA shall be a conclusive determination of satisfaction and termination of the agreements and

covenants in this Agreement with respect to the obligations of the Developer to construct the Improvements.

The certification provided for in this Section 4.4 shall be in recordable form. If the HRA shall refuse or fail to provide a certification in accordance with the provisions of this Section 4.4, the HRA shall within 30 days of such notification provide the Developer with a written statement, indicating in adequate detail in what respects the Developer has failed to complete the Development in accordance with the provisions of this Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the HRA, for the Developer to take or perform in order to obtain such certification. Absent written authorization from the HRA, the Developer shall not occupy or permit the occupancy of any part of the Development until the Certificate of Completion has been issued.

Section 4.5 Failure to Construct. In the event that the Developer fails to commence or complete construction on the Improvements as provided in Section 4.3 and Exhibit D of this Agreement, the HRA may give written notice of such failure and if within 90 days after the giving of such notice the Developer has not cured such failure or failures then the Developer shall be liable to the HRA for liquidated damages in the amount of \$30,000. The liquidated damages contained in this Section 4.5 represent a reasonable determination by the parties of the compensable monetary loss which the City and the HRA may reasonably be expected to suffer by virtue of the Developer's failure to commence or complete construction of the Improvements required by this Agreement. Forfeiture of such amount by the Developer shall constitute a complete discharge and release of the Developer from all claims by the HRA and the City for money damages created in this Agreement. As security for the obligations created in this Section 4.5 the Developer shall on or before the date of Closing deliver to the HRA an irrevocable letter of credit in substantially the form attached as Exhibit G in the amount of \$30,000. The letter of credit shall be retained by the HRA and the City until the Certificate of Completion is issued. Upon such happening the letter of

credit shall be returned to the Developer and all liability under this Section 4.5 shall terminate. The provisions of this Section 4.5 shall not be construed to prejudice or limit the additional right of the HRA created in Section 9.3 of this Agreement.

#### ARTICLE V.

##### INSURANCE

Section 5.1 Insurance. It is contemplated by the parties that the construction of the Improvements will be financed in part by proceeds of tax exempt bonds or obligations by the City. The insurance required to be carried pursuant to the financing documents executed by the City and the Lender in connection with such tax exempt financing shall be deemed to satisfy this Agreement.

#### ARTICLE VI.

##### TAX INCREMENT

##### Section 6.1 Real Property Taxes.

(a) Assessment Agreement. On or before the date of closing the HRA and the Developer shall execute the Assessment Agreement and Certification of city assessor contained in Exhibit F of this Agreement. The HRA shall then present the Assessment Agreement to the city assessor for his certification. The city assessor shall value the property and assign a Market Value to the property which shall not be less than the minimum market value contained in the Assessment Agreement. The Market Value so established may, in the discretion of the assessor exceed the value contained in the Assessment Agreement.

(b) Review of Taxes. Except as otherwise provided in this Agreement, the Developer shall pay all real property taxes and special assessments assessed against the property. The Developer agrees that prior to the Maturity Date: (1) it will not seek administrative review or judicial review of the applicability of any tax statute determined by any tax official to be applicable to the Development or the Developer or raise the applicability of any such tax statute as a defense in any proceedings including delinquent tax proceedings; (2) it will not seek administrative review or judicial review of the constitutionality of any such tax statute determined by any tax official to be applicable to the Development or the Developer or raise the unconstitutionality of such tax statute as a defense in any proceedings, including delinquent proceedings; (3) it will not request the city

assessor of the City to reduce the assessed market value or assessed value of all or any portion of the Property; (4) it will not petition the board of equalization of the City or the board of equalization of the County to reduce the assessed market value or Assessed Value of all or any portion of the Property; (5) it will not petition the board of equalization of the State or commissioner of revenue of the State to reduce the assessed market value or assessed value of all or any portion of the Property; (6) it will not commence an action in a District Court of the State or the Tax Court of the State pursuant to Minn. Stat., Chapter 278, seeking a reduction in the assessed market value or assessed value of the Property; (7) it will not make an application to the commissioner of revenue of the State requesting an abatement of real property taxes pursuant to Minn. Stat., Chapter 270 with regard to Minimum Market Value; and (8) it will not commence any other proceedings, whether administrative, legal or equitable, with any administrative body within the City, the County, or the State or with any court of the State or the Federal Government. The Developer shall not, prior to the Maturity Date, apply for a deferral of property tax on the Property pursuant to the Act. Nothing contained herein shall be deemed to limit the right or opportunity of the Developer to challenge that part of any valuation or the Market Value which is in excess of the stipulated value contained in the Assessment Agreement.

(c) Agreement to Pay Deficiencies. On the date of Closing, the Developer and the HRA will execute the Agreement to Pay Deficiencies contained in this Agreement as Exhibit H.

## ARTICLE VII.

### FINANCING

Section 7.1 Financing. On or before June 1, 1985, and prior to the Closing on the Property, the Developer shall submit to the HRA and the City evidence of a commitment for mortgage financing sufficient for construction of the Improvements. If the HRA and the City find that the mortgage financing is sufficiently committed and adequate in amount to provide for the construction of the Improvements then the HRA shall notify the Developer in writing of its approval.

If the HRA rejects the evidence of mortgage financing as inadequate, the Developer shall have five days from the date of such notification to submit evidence of financing satisfactory to the City and the HRA.

If the Developer fails to submit such evidence, any party may terminate this Agreement whereupon all parties shall be released from any further obligation or liability hereunder.

Section 7.2 Limitation Upon Encumbrance of Property. Prior to the completion of the Development, as certified by the HRA, neither the Developer nor any successor in interest to the Property or any part thereof shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attached to the Property other than the liens or encumbrances attached for the purposes of obtaining funds to the extent necessary for making the Improvements and such additional funds, if any, in an amount not to exceed the costs of developing the Project without the prior written approval of the HRA. For the purposes of such financing as may be made pursuant to the Agreement, the Property may, at the option of the Developer (or successor in interest), be divided into several parts not inconsistent with the purposes of the Redevelopment Plan and the Agreement.

Section 7.3 Copy of Notice of Default to Lender. Whenever the HRA shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in its obligations or covenants under that Agreement, the HRA shall at the same time forward a copy of such notice or demand to each Holder of any Mortgage authorized by the Agreement at the last address of such Holder shown in the records of the HRA.

Section 7.4 Lender's Option to Cure Defaults. After any breach or default referred to in Section 9.1 hereof, each such Holder shall (insofar as the rights of the HRA are concerned) have the right, at its option, to cure or remedy such breach or default (or such breach or default to the extent that it relates to the part of the Property covered by its mortgage), and to add the cost thereof to the Mortgage debt and the lien of its Mortgage; provided that if the breach or default is with respect to construction of the Improvements,

nothing contained in this Section 7.4 or any other section of this Agreement shall be deemed to permit or authorize such Holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction of the Improvements or completion of the Development (beyond the extent necessary to conserve or protect Improvements or construction already made) without first having expressly assumed the obligation to the HRA and the City, by written agreement satisfactory to the HRA and the City, to complete, in the manner provided in this Agreement, the Development or the part thereof to which the lien or title of such Holder relates. Any such Holder who shall promptly complete the Development or applicable part thereof shall be entitled, upon written request made to the HRA, to a certification by the HRA and the City to such effect in the manner provided in Section 4.4 of this Agreement, and any such certification shall, if so requested by such Holder, mean and provide that any remedies or rights with respect to recapture, reversion, or revesting of title to the Property that HRA or the City shall have or be entitled to because of failure of the Developer or any successor in interest to the Property, or any part thereof, to cure or remedy any default with respect to the construction of the Improvements on other parts or parcels of the Property, or because of any other default in or breach of the Agreement by the Developer or such successor, shall not apply to the part or parcel of the Property to which such certification relates.

Section 7.5 HRA's or City's Option to Cure Default. In the event that the Developer is in default under any financing authorized pursuant to this Article VII, the Holder, within ten days after it or any of its agents or employees become aware of any such default, shall notify the HRA and the City in writing of; (a) the fact of the default, (b) the elements of the default, and (c) the actions required to cure the default. If, within 30 days after receipt of said notice, the HRA commences the actions necessary to cure the default (and cures the default withing six months after receipt of said notice), then the Holder shall pursue none of its remedies under the financing based upon the said default of the Developer. In the event of a transfer of the title to the Property to the HRA, or a third party approved by the

HRA and the City, whether or not required to cure a default, said transfer shall not constitute an event of default under the financing unless the security of the holder has, in fact, been impaired by said transfer. In the event of said transfer (which does not impair the security of the holder), the holder shall permit the transferee to assume all outstanding obligations (and receive all remaining disbursements) under the financing. The HRA will not approve any financing pursuant to this Article VII which does not contain terms which conform to the terms of this Article VII. The HRA and the City may not modify any of the terms or requirements of this Section 7.5 by agreement with the Holder of any financing without the approval or consent of the Developer.

Section 7.6 Subordination. In order to facilitate the obtaining of financing for the construction of the Improvements by the Developer, the HRA and the City agree to subordinate their respective rights of and revesting of title and other rights created by this Agreement to the Mortgage held by the financial institution providing such funds, but only to the extent to be reasonably determined by the HRA and such financial institution.

#### ARTICLE VIII.

##### PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

Section 8.1 Representation as to Redevelopment. The Developer represents and agrees that its undertakings pursuant to the Agreement, are for the purpose of development of the Property and not for speculation in landholding. The Developer further recognizes that, in view of:

- (a) the importance of the redevelopment of the Property to the general welfare of the City,
- (b) the substantial financing and other public aids that have been made available by the City and the HRA for the purpose of making the Development possible, and
- (c) any significant change with respect to the identity of the Developer, the purchase of Developer's interest by any other party or parties is to be for practical purposes a transfer or

disposition of the property then owned by the Developer, that qualifications and identity of the Developer are of particular concern to the City and the HRA.

The Developer further recognizes that it is because of such qualifications and identity that the HRA and the City are entering into this Agreement, and, in so doing, are further willing to have relied on the representations and undertakings of the Developer for the faithful performance of all undertakings and covenants agreed by Developer to be performed.

Section 8.2. Prohibition Against Transfer of Property and Assignment of Agreement. For the reasons set out in Section 8.1, the Developer represents and agrees that (except for associating with other individuals or entities), prior to the completion of Improvements as certified by the HRA, and without the prior written approval of the HRA and the City:

(a) Except only by way of security for, and only for the purpose of obtaining financing necessary to enable the Developer or any successor in interest to the Property, or any part thereof, to perform its obligations with respect to the Development under this Agreement, and any other purpose authorized by this Agreement, the Developer (except as so authorized) has not made or created, and that it will not make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the HRA.

(b) The HRA shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval that: (i) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the HRA, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer (or, in the event the transfer is of or relates to part of the Property, such obligations to the extent that they relate to such part). (ii) Any proposed transferee, by instrument in writing satisfactory to the HRA and in form recordable among the land records, shall for itself and its successors and assigns, and expressly for the benefit of the HRA and the City, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject (or, in the event the transfer is, of, or relates to part of the Property, such obligations, conditions, and restrictions to the extent

that they relate to such part): Provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Property or any part thereof, shall, for whatever reason, not have assumed such obligations or agreed to do so, shall not (unless and only to the extent otherwise specifically provided in the Agreement or agreed to in writing by the HRA) relieve or except such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the HRA or the City of or with respect to any rights or remedies or controls with respect to the Property or the construction of the Improvements; it being the intent of this Section, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in the Agreement) no transfer of, or change with respect to, ownership in the Property or any part thereof, or any interest therein, however consummated or occurring, whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the HRA or the City, of any rights or remedies or controls provided in or resulting from this Agreement with respect to the Property and the construction of the Improvements that the HRA or the City would have had, had there been no such transfer or change. (iii) There shall be submitted to the HRA for review all instruments and other legal documents involved in effecting transfers described herein; and if approved by the HRA, its approval shall be indicated to the Developer in writing.

In the absence of specific written agreement by the HRA and the City to the contrary, no such transfer or approval by the HRA thereof shall be deemed to relieve the Developer from any of its obligations with respect thereto.

Section 8.4 Approvals. Any approval required to be given by the HRA under this Article VIII may be denied only in the event that the HRA and the City reasonably determine that the ability of the Developer to perform its obligations under this Agreement will be materially impaired by the action for which approval is sought.

#### ARTICLE IX.

##### EVENTS OF DEFAULT

Section 9.1 Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "event of

default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any one or more of the following events (and the term "default" shall mean any event which would with the passage of time or giving of notice, or both, be an "event of default" hereunder):

(a) Failure by the Developer to pay when due the payments required to be paid or secured under any provision of this Agreement including the payment of property taxes and special assessments.

(b) Failure by the Developer to observe and substantially perform any covenant, condition, obligation or agreement on its part to be observed or performed hereunder, after written notice to the Developer as provided in this Agreement.

(c) If the Developer shall admit in writing its inability to pay its debts generally as they become due, or shall file a petition in bankruptcy, or shall make an assignment for the benefit of its creditors, or shall consent to the appointment of a receiver of itself or of the whole or any substantial part of the Property.

(d) If the Developer shall file a petition under the federal bankruptcy laws.

(e) If the Developer, on a petition in bankruptcy filed against it, be adjudicated a bankrupt, or a court of competent jurisdiction shall enter an order of decree appointing, without the consent of the Developer, a receiver of the Developer or of the whole or substantially all of its property, or approve a petition filed against the Developer seeking reorganization or arrangement of the Developer under the federal bankruptcy laws, and such adjudication, order or decree shall not be vacated or set aside or stayed within 60 days from the date of entry thereof.

(f) If the Developer is in default under any Mortgage and has not entered into a work-out agreement with the Mortgagee and fails to cure any such default within 30 days after written demand by the HRA to do so.

Section 9.2 Remedies on Default. Whenever any event of default occurs, the HRA may, in addition to any other remedies or rights given the HRA under this Agreement but only after the Developer's failure to cure within 30 days of written notice of default, take any one or more of the following actions:

(a) suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the HRA, that the Developer will cure its default and continue its performance under this Agreement;

- (b) cancel and rescind this Agreement;
- (c) withhold the Certificate of Completion; or
- (d) take whatever action at law or in equity may appear necessary or desirable to the HRA or the City to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement;

provided that any exercise by the HRA or the City of its rights or remedies hereunder shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way (a) the lien of any Mortgage authorized by this Agreement and (b) any rights or interests provided in this Agreement for the protection of the holders of a Mortgage; and provided further that should mortgagee succeed by foreclosure of the Mortgage or deed in lieu thereof to Developer's interest in the Property, it shall, notwithstanding the foregoing, be obligated to perform all of the following obligations of the Developer to the extent that the same have not theretofore been performed by the Developer: Sections 3.1 through 3.13; Sections 4.1 through 4.5; Section 6.1. Said mortgagee shall have no obligations pursuant to this Agreement other than as specifically set forth in the foregoing sentence.

Section 9.3 Revesting Interest in HRA Upon Happening of Event Subsequent To Conveyance to Developer. In the event that subsequent to the closing date and prior to the issuance of a Certificate of Completion:

- a) the Developer shall fail to begin construction of the Improvements in conformity with this Agreement, and such failure is not due to unavoidable delays as defined in Section 4.3 and such failure to begin construction shall not be cured within two weeks after written notice from HRA to do so; or
- (b) the Developer shall, after commencement of the construction of the Improvements, default in or violate its obligations with respect to the construction of the Improvements (including the nature and the date for the completion thereof), or shall abandon or substantially suspend construction work, such act or actions is not due to unavoidable delays and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within the time period provided for in this Agreement; or

(c) the Developer (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by the Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the HRA made for such payment, removal, or discharge, within 30 days after written demand by the HRA so to do; provided, that if the Developer shall first notify the HRA of its intention to do so, it may in good faith contest any mechanics' or other lien filed or established and in such event the HRA shall permit such mechanics' or other lien to remain undischarged and unsatisfied during the period of such contest and any appeal, but only if the Developer provides the HRA with a bank letter of credit in the amount of the lien, in a form satisfactory to the HRA pursuant to which the bank will pay to the HRA the amount of any lien in the event that the lien is finally determined to be valid and during the course of such contest the Developer shall keep the HRA informed respecting the status of such defense and provided further, that nothing in this Section 9.3 (c) shall be deemed to limit the right of the Developer to appeal the amount of any real property tax and special assessment as provided in Section 6.1(b) of this Agreement; or

(d) there is, in violation of the Agreement, any transfer of the Property or any part thereof, and such violation shall not be cured within 60 days after written demand by the HRA to the Developer; or

(e) the Developer fails to comply with any of its covenants under this Agreement and fails to cure any such noncompliance or breach within 60 days after written demand to do so where such demand is required by this Agreement;

then the HRA shall have the right to re-enter and take possession of the Property and to terminate (and revert in the HRA) the interest of the Developer in the Property.

Section 9.4 Resale of Reacquired Property; Disposition of Proceeds. Upon the revesting in the HRA as provided in Section 9.3, the HRA shall, pursuant to its responsibilities under law, use its best efforts to resell the Property or part thereof in such manner as the HRA shall find feasible and consistent with the objectives of law and of the Redevelopment Plan. Upon such resale of the Property, the proceeds thereof may be retained without limitation by the HRA.

Section 9.5 No Remedy Exclusive. No remedy herein conferred upon or reserved to the HRA or the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the HRA, the City or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article IX.

Section 9.6 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

#### ARTICLE X.

##### ADDITIONAL PROVISIONS

Section 10.1 Conflict of Interests; Representatives Not Individually Liable. No member, official, or employee of the HRA or the City shall have any personal interest, direct or indirect, in the Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the HRA or the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the HRA or the City or for any amount which may become due to the Developer or successor or on any obligations under the terms of the Agreement.

Section 10.2 Non-Discrimination. The provisions of Minnesota Statutes, Section 181.59, which relate to civil rights and non-discrimination, and the affirmative action program of the City shall be considered a part of this Agreement and binding on the Developer as though fully set forth herein.

Section 10.3 Provisions Not Merged With Deed. None of the provisions of this Agreement are intended to be or shall be merged by reason of any deed transferring any interest in any part of the property and any such deed shall not be deemed to affect or impair the provisions of this Agreement.

Section 10.4 Notice of Status and Conformance. At such time as all of the provisions of this Agreement have been fully performed by the Developer, the HRA and the City, upon not less than ten days prior written notice by Developer, agree to execute, acknowledge and deliver, without charge to Developer or to any person designated by Developer, a statement in writing in recordable form certifying, the extent to which this Agreement has been fully performed and the obligations hereunder fully satisfied. Such certification shall not, however, be deemed a satisfaction of the Developer's obligations created under the Assessment Agreement.

Section 10.5 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is sent by mail, postage prepaid, return receipt requested or delivered personally:

(a) As to the HRA:

Crystal Housing and Redevelopment Authority  
4141 Douglas Drive North  
Crystal, Minnesota 55422  
Attn: Executive Director

(b) As to the City:

City of Crystal  
4141 Douglas Drive North  
Crystal, Minnesota 55422

Attn: City Manager

(c) As to the Developer:

PBM Associates  
6519 Bass Lake Road  
Crystal, Minnesota 55428  
Attn: Dennis Person

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 10.6 Counterparts. This Agreement may be simultaneously executed in any number of counterparts, all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the HRA and the City have caused this Agreement to be duly executed in their names and behalf and their seals to be hereunto duly affixed and the Developer has caused this Agreement to be duly executed as of the day and year first above written.

HOUSING AND REDEVELOPMENT AUTHORITY  
OF THE CITY OF CRYSTAL, MINNESOTA

By \_\_\_\_\_  
Its Chairperson

By \_\_\_\_\_  
Its Executive Director

CITY OF CRYSTAL

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

By \_\_\_\_\_  
Its City Manager

PBM ASSOCIATES

By \_\_\_\_\_  
Its General Partner

Exhibit A

PROPERTY DESCRIPTION

That part of the south 140.00 feet of Lot 35, Auditors Subdivision Number 328 lying east of a line parallel with and distant 33.00 feet easterly from the west line of the Southwest Quarter of Section 4, Township 118, Range 21.

(This legal description shall be subject to an easement for utility, drainage and landscape purposes running in favor of the City of Crystal over, under, across and through a 10 foot wide strip of land lying between the above described boundary lines and lines drawn parallel with and 10 feet interior to such lines [measured at right angles]. A legal description of such easement areas suitable for recording will be added to the deed of conveyance.)

Exhibit D

Schedule of Construction

To be Supplied.

CERTIFICATE OF COMPLETION

The undersigned hereby certifies that PARK PLACE DEVELOPERS, a Minnesota general partnership, has fully and completely complied with its obligations under Article IV of that document entitled "Contract for Private Development," dated May \_\_\_, 1985, between the HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF CRYSTAL (HRA), the CITY OF CRYSTAL (City) and PBM ASSOCIATES with respect to construction of the Improvements in accordance with the approved construction plans and is released and forever discharged from its obligations to construct under such above-referenced Article.

Dated:

HOUSING AND REDEVELOPMENT AUTHORITY  
IN AND FOR THE CITY OF CRYSTAL,  
MINNESOTA

By \_\_\_\_\_  
Its Chairperson

By \_\_\_\_\_  
Its Executive Director

ASSESSMENT AGREEMENT  
AND  
CERTIFICATION OF ASSESSOR

THIS AGREEMENT, MADE and entered into this \_\_\_\_ day of \_\_\_\_\_, 1985, be and between THE HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF CRYSTAL, MINNESOTA, a Minnesota public body corporate and politic (HRA) and PBM ASSOCIATES, a Minnesota general partnership (Developer):

WITNESSETH:

WHEREAS, parties have entered into a Contract for Private Development (Redevelopment Contract), dated May \_\_\_, 1985, regarding the redevelopment of certain real property (Property) located in the Bass Lake Road-Becker Park Redevelopment Project Area in the City of Crystal legally described in Exhibit A hereto; and

WHEREAS, it is contemplated that pursuant to said Redevelopment Contract the Developer will construct a commercial development described as the Improvements on the Property in such Agreement to be completed by November 1, 1985; and

WHEREAS, the HRA, the City and the Developer desire to establish minimum market values for the Property and the Improvements to be constructed thereon during the time of the private development, pursuant to Minnesota Statutes, Section 273.76, Subdivision 8; and

WHEREAS, the HRA, the City and the City Assessor have reviewed the preliminary plans and specifications for the Improvements which it is contemplated will be erected.

NOW, THEREFORE, the parties do hereby agree as follows:

1. On January 2, 1986 and on each January 2 thereafter through January 2, 2007, the minimum market value which shall be assessed for the Improvements and the land described in Exhibit A shall be \$655,000.

2. Nothing in this Agreement shall limit the discretion of the City Assessor or any other public official or body having the duty to determine the market value of the Property for ad valorem tax purposes, to assign to the Property and the Improvements to be built thereon, market value in excess of the minimum market value specified in this Agreement.

3. Neither the preambles nor the provisions of this Agreement are intended nor shall they be construed as modifying the terms of the Redevelopment Contract.

4. This Agreement shall remain in effect and inure to the benefit and be binding upon the successors and assigns of the parties until January 2, 2007 or the last date on which the tax increment will no longer be remitted to the HRA pursuant to Minnesota Statutes, Section 273.75, Subdivision 1, or until the date when the tax increment paid to the HRA from the Property (as defined in the Redevelopment Contract) (beginning with taxes payable in 1987) equals the total sum of \$630,000 whichever shall occur first.

5. As provided in Minnesota Statutes, Section 273.76, Subdivision 8, nothing contained herein shall be deemed to limit the right of the Developer to challenge that part of any valuation on the market value which is in excess of the stipulated minimum market value contained in this Agreement.

HOUSING AND REDEVELOPMENT AUTHORITY  
IN AND FOR THE CITY OF CRYSTAL,  
MINNESOTA

By \_\_\_\_\_  
Its Chairperson

By \_\_\_\_\_  
Its Executive Director

PBM ASSOCIATES

By \_\_\_\_\_  
Its General Partner

STATE OF MINNESOTA )  
                              ) SS.  
COUNTY OF                 )

The foregoing instrument was acknowledged before me this \_\_\_\_\_  
day of \_\_\_\_\_, 1985, by \_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_, the Chairperson and Executive Director of  
the Housing and Redevelopment Authority in and for the City of Crys-  
tal, Minnesota.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_\_  
day of \_\_\_\_\_, 1985, by \_\_\_\_\_, a  
general partner of PBM Associates, a general partnership.

\_\_\_\_\_  
Notary Public

CERTIFICATION BY ASSESSOR

The undersigned, having reviewed the plans and specifications for the improvements to be constructed and the market value assigned to the land upon which the Improvements are to be constructed, and being of the opinion that the minimum market value contained in the foregoing Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the above described property, hereby certifies that the market value assigned to such land and improvements upon completion of the improvements to be constructed thereon shall not be less than \_\_\_\_\_ until termination of this Agreement.

\_\_\_\_\_  
Assessor  
City of Crystal

STATE OF MINNESOTA    )  
                              ) SS.  
COUNTY OF                )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1985, by Roger Olson, the Assessor of the City of Crystal, Minnesota.

\_\_\_\_\_  
Notary Public

IRREVOCABLE LETTER  
OF CREDIT

\_\_\_\_\_, 1985

Housing and Redevelopment Authority  
of the City of Crystal  
4141 Douglas Drive North  
Crystal, Minnesota 55422

Attn: John T. Irving

Re: Our Irrevocable Standby Letter of Credit No.  
Amount: \$150,000\*\*U.S. Funds

Gentlemen:

We hereby authorize you to value on ourselves at sight for any sum or sums not exceeding a total of:

for account of: PBM Associates

For 100% value of beneficiary's signed statement (signature verified by financial institution) as follows: "PBM Associates has defaulted on that certain 'Contract for the Sale of Land for Private Development,' dated \_\_\_\_\_, 1985 by and between the Housing and Redevelopment Authority of the City of Crystal, PBM Associates as per Article IV, Section 4.5 thereof."

The drafts drawn under this credit are to be endorsed hereon and must bear the clause "Drawn under (bank name), Credit No. \_\_\_\_\_, dated \_\_\_\_\_, 1985."

We hereby agree with drawers, endorers and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same shall be duly honored upon presentation at the (bank name).

\_\_\_\_\_  
Authorized Signature

AGREEMENT TO PAY DEFICIENCIES

THIS AGREEMENT, made as of the \_\_\_\_ day of \_\_\_\_\_, 1985, by and between THE HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF CRYSTAL, MINNESOTA, a Minnesota public body corporate and politic (HRA), the CITY OF CRYSTAL, a Minnesota municipal corporation (City) and PBM ASSOCIATES, a Minnesota general partnership (Developer).

WITNESSETH:

WHEREAS, the Developer has on August \_\_\_\_, 1985, entered into an agreement entitled: Contract for Private Development (Agreement) with the HRA and the City for the purpose of causing the redevelopment by the Developer of certain real property described in the Agreement and situate in the City of Crystal, County of Hennepin, and State of Minnesota (Property); and

WHEREAS, the Authority has established a redevelopment tax increment district pursuant to Minnesota Statutes, Section 273.71, et. seq., which includes the Property; and

WHEREAS, the Agreement requires the HRA and the City to acquire portions of the Property and to sell the Property to the Developer and the Developer to perform certain covenants and promises, and construct certain improvements thereon (which improvements and Property are hereinafter referred to as the "Project") all as more fully described in the Agreement; and

WHEREAS, in order to provide the HRA with the funds necessary to acquire the portions of the Property and prepare the Property for

redevelopment by Developer, the City has issued its general obligation tax increment bonds (Bonds), which bonds mature February 1, 2008, (Maturity Date); and

WHEREAS, the HRA and the City are unwilling to undertake said transactions unless the Developer guarantees its performance of certain covenants and promises as more fully described in the Agreement and as further set out below:

NOW, THEREFORE, in consideration of the premises and of One Dollar (\$1.00) and other good and valuable consideration in hand paid by the HRA and the City to the Developer for the purpose of inducing the Authority to carry out the aforementioned transaction to the Developer, the Developer agrees as follows:

1. If the tax increment generated from the Property, payable with the real estate taxes due in any calendar year commencing in 1987 and ending on the Maturity Date or when the Bonds are otherwise defeased or paid, is less than the amount contained in Attachment A, the HRA shall notify Developer of the difference between the tax increment generated from the Property and such amount (Deficiency) and shall make written demand of Developer for the payment thereof. Developer shall, within 30 days after receipt of written notice of demand from the HRA, pay to the HRA the Deficiency.

2. The foregoing obligation of the Developer to pay any Deficiency is subject to the limitations contained in Section 3.7 of the Agreement.

3. This Agreement to Pay Deficiencies shall be and remain the personal obligation of the Developer until (i) February 1, 2008 or (ii) the last date on which the tax increment will no longer be

remitted to the HRA pursuant to Minnesota Statutes, Section 273.75, Subdivision 1, or (iii) the date on which the Bonds are paid or defeased or (iv) until the date when the tax increment paid (beginning with the tax increment payable in 1987) equals the total sum of \$630,000, whichever shall occur first.

HOUSING AND REDEVELOPMENT AUTHORITY  
IN AND FOR THE CITY OF CRYSTAL,  
MINNESOTA

By \_\_\_\_\_  
Its Chairperson

By \_\_\_\_\_  
Its Executive Director

CITY OF CRYSTAL

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

By \_\_\_\_\_  
Its City Manager

PBM ASSOCIATES

By \_\_\_\_\_  
Its General Partner

ATTACHMENT A

TAX INCREMENT LEVELS FOR THE YEARS COVERED  
AGREEMENT TO PAY DEFICIENCIES

| <u>Year</u> | <u>Tax Increment Level</u> |
|-------------|----------------------------|
| 1987        | \$30,000                   |
| 1988        | 30,000                     |
| 1989        | 30,000                     |
| 1990        | 30,000                     |
| 1991        | 30,000                     |
| 1992        | 30,000                     |
| 1993        | 30,000                     |
| 1994        | 30,000                     |
| 1995        | 30,000                     |
| 1996        | 30,000                     |
| 1997        | 30,000                     |
| 1998        | 30,000                     |
| 1999        | 30,000                     |
| 2000        | 30,000                     |
| 2001        | 30,000                     |
| 2002        | 30,000                     |
| 2003        | 30,000                     |
| 2004        | 30,000                     |
| 2005        | 30,000                     |
| 2006        | 30,000                     |
| 2007        | 30,000                     |