



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

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SENT WITH AGENDA 12/3/85

Proposed Addendum to Policies & Legislative proposals for 1985-86.

Proposed Amendments to AMM By-Laws

Memo from AMM re 1986 Legislative Policy Addendum and Proposed by-law amendments.

AMM Membership General Meeting announcement re meeting 1/9/86 .

SENT WITH PRELIMINARY AGENDA 11/29/85

Council minutes of 11/19/85.

"Microcomputer Recommendations & Standards" by McGladrey, Hendrikson & Pullen.

Planning Commission minutes of 11/12.

Notice of assessment hearing re Sidewalk Repair Impr. No. 6587 (65-E).

Appli. of Wm. Garber for CTC Commission.

Ord. changing name of Environmental Comm. to Environmental Quality Comm.

Ord. re City legislative procedures.

Letter from Rosenthal, Rondoni & MacMillan re legal services (prosecution); copy of new agreement.

Res. approving plans & specs for State Project 2735-141, storm sewer near Nicklow's.

Letter from League of Cities re voluntary assessment to help preserve tax increment financing.

Letter from Suburban Rate Authority of 10/28; copy of resolution re electric utility rate regulation.

Memo from Finance Dept. of 10/3 re City expenses for Frolics parade & fireworks.

Resignation of Michael Schoff from Env. Comm.

Letter from Geo. M. Hansen Co.; copy of agreement for 1985 audit.

Memo from Leslie Nerenberg; copy of proposed resolution re transfer of Year X Community Dev. Block Grant funds from one project to another.

Letter from Twin West Chamber re mtg. on Jan. 22.

Estimated rexpenses of Rygg, J. Moravec, and Aaker for Seattle trip in Dec.

Park & Rec. Adv. Comm. agenda for 12/4.

Zoning and Code book additions.

SENT WITH AGENDA 12/3/85

Letter of 11/27 from Frolics Comm. re '86 carnival.

Letter of 11/26 from League re Technical information on Fed. Tax Reform Proposal re tax-exempt financing

Alert of 11/26 re Tax Reform Threat to tax-exempt status of municipal bonds.

COUNCIL AGENDA

December 3, 1985

Pursuant to due call and notice thereof, the regular meeting of the Crystal City Council was held on December 3, 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
____ Smothers
____ Herbes
____ Langsdorf
abs. Aaker
____ Moravec
____ Rygg

Staff

____ Irving
abs. Kennedy
____ 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 November 19, 1985 were approved, with the following exceptions: _____

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 Mark Feyereisen to expand a non-conforming use (existing building encroaches in the required rear yard setback) and also to consider a variance to encroach 18.2' in the required rear yard setback to build an addition to the kitchen and a deck at 3404 Zane Avenue North. The Mayor asked those present to voice their opinions or ask questions concerning the variances. Those present and heard were: (5 votes needed for approval)
- Stk 00, 7:03 t*
- rt E, i, a, a, a, a, a, a*

- ✓ A. Moved by Councilmember S and seconded by Councilmember H to (approve as recommended by and based on the findings of fact of the Planning Commission) (deny) (continue until _____ the discussion of) the authorization to grant a variance pursuant to Section 515.05, Subd. 2, to allow the expansion of a non-conforming building to permit a kitchen addition and a deck to be constructed at 3404 Zane Avenue North as requested in Application #85-44T.

Motion Carried.

Item 1 (continued)

✓ B. Moved by Councilmember Sm and seconded by Councilmember HF to (approve, as recommended by and based on the findings of fact of the Planning Commission) (deny) (continue until _____ the discussion of) the authorization to grant a variance pursuant to Section 515.13, Subd. 4a) to allow a variance of 18.2' in the required 40' rear yard setback for a kitchen addition and deck to the existing house at 3404 Zane Avenue North as requested in Application #85-45T. Motion Carried.

✓ 2. 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 consider special assessments to be levied against abutting properties or those properties benefiting from the sidewalk repair, Improvement #6587 (65-E). The Mayor asked those present to voice their opinions or ask questions concerning the assessments. Those present and heard were:

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

RESOLUTION NO. 85-99

A RESOLUTION CONFIRMING ASSESSMENTS FOR
IMPROVEMENTS NO. 6587 (65-E)

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) consideration of special assessments to be levied against abutting properties of those properties benefiting from the sidewalk repair, Improvement #6587 (65-E).

Motion Carried.

3. The City Council considered the recommendation to Northwest Suburbs Cable Communications Commission for the appointment of William Garber to the Community Television Corporation (CTC).

Moved by Councilmember H and seconded by Councilmember Am to recommend to Northwest Suburbs Cable Communications Commission the appointment of William Garber to the Community Television Corporation.

Motion Carried.

Moved by Councilmember _____ and seconded by Councilmember _____ to (deny) (continue until _____ the discussion of) the recommendation to the Northwest Suburbs Cable Communications Commission for the appointment of William Garber to the Community Television Corporation.

Motion Carried.

4. The City Council considered the Second Reading of an ordinance changing the name of the Environmental Commission to the Environmental Quality Commission.

Sent for publishing

Moved by Councilmember m and seconded by Councilmember La to adopt the following ordinance:

ORDINANCE NO. 85-~~16~~ 17

AN ORDINANCE RELATING TO CITY ADMINISTRATION;
CHANGING THE NAME OF AN ADVISORY COMMISSION;
AMENDING CRYSTAL CITY CODE, SUBSECTION 305.45,
SUBDIVISION 2 CLAUSE B) AND 305.61, SUBDIVISION 2

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

Motion Carried.

December 3, 1985

5. The City Council considered the Second Reading of an ordinance regarding flood plain boundaries.

*Certified 2 copies
sent for publishing*

Moved by Councilmember Sm and seconded by Councilmember La to adopt the following ordinance:

ORDINANCE NO. 85-18

AN ORDINANCE AMENDING CRYSTAL CITY CODE,
SECTION 515.47, SUBDIVISION 5

Q 8 1 8"

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

Motion Carried.

6. The City Council considered the Second Reading of an ordinance relating to City legislative procedures.

sent for publishing

Moved by Councilmember HE and seconded by Councilmember Sm to adopt the following ordinance:

ORDINANCE NO. 85-19

AN ORDINANCE RELATING TO CITY LEGISLATIVE PROCEDURE:
AMENDING CRYSTAL CITY CODE, SUBSECTION 100.07 AND 110.03

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

Motion Carried.

December 3, 1985

7. ✓ The City Council considered an agreement with Rosenthal, Rondoni and MacMillan, Ltd. for legal services (prosecution).

Res 85-100

Sm = H
 — 4719 Ro 2 —
 — 4 — 1st 01

5/0 3rd 4

2 of 1 1986 1/31 1986 — 4 B/ —

Coyne

8. ✓ The City Council considered a resolution approving plans and specifications for the State Project No. 2735-141—the storm sewer by the Nicklow Shopping Center.

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-~~100~~ 101

A RESOLUTION APPROVING STATE PROJECT NO. 2735-141

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) resolution approving State Project No. 2735-141.

Motion Carried.

9. ✓ The City Council considered a voluntary assessment to help preserve tax increment financing.

— 1 S = Sm 1 → 2 / 45-101A PIR
547 36
— 1 81
e 1 → 2 x

10. ✓ The City Council considered a resolution requesting the Suburban Rate Authority to act on behalf of the City in electric utility rate regulation matters.

— 1 A = Sm 546 70 125/102 PIR

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

RESOLUTION NO. 85-102

A RESOLUTION REQUESTING THE SUBURBAN RATE AUTHORITY
TO ACT ON BEHALF OF THE CITY OF CRYSTAL IN
ELECTRIC UTILITY RATE REGULATION MATTERS
AND AUTHORIZING THE PAYMENT OF SERVICE
CHARGES THEREFORE

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 the
Suburban Rate Authority to act on behalf of the City in electric utility rate regulation
matters.

Motion Carried.

11. The City Council considered a request from Councilmember Smothers to have the City finance the Crystal Frolics parade and fireworks.

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 6th 10th 12th 14th 16th 18th 20th 22nd 24th 26th 28th 30th 32nd 34th 36th 38th 40th 42nd 44th 46th 48th 50th 52nd 54th 56th 58th 60th 62nd 64th 66th 68th 70th 72nd 74th 76th 78th 80th 82nd 84th 86th 88th 90th 92nd 94th 96th 98th 100th
 1. 1st 2nd 3rd 4th 5th 6th 7th 8th 9th 10th 11th 12th 13th 14th 15th 16th 17th 18th 19th 20th 21st 22nd 23rd 24th 25th 26th 27th 28th 29th 30th 31st 32nd 33rd 34th 35th 36th 37th 38th 39th 40th 41st 42nd 43rd 44th 45th 46th 47th 48th 49th 50th 51st 52nd 53rd 54th 55th 56th 57th 58th 59th 60th 61st 62nd 63rd 64th 65th 66th 67th 68th 69th 70th 71st 72nd 73rd 74th 75th 76th 77th 78th 79th 80th 81st 82nd 83rd 84th 85th 86th 87th 88th 89th 90th 91st 92nd 93rd 94th 95th 96th 97th 98th 99th 100th
 Don Toavs y. ~~2nd~~ 3rd 4th 5th 6th 7th 8th 9th 10th 11th 12th 13th 14th 15th 16th 17th 18th 19th 20th 21st 22nd 23rd 24th 25th 26th 27th 28th 29th 30th 31st 32nd 33rd 34th 35th 36th 37th 38th 39th 40th 41st 42nd 43rd 44th 45th 46th 47th 48th 49th 50th 51st 52nd 53rd 54th 55th 56th 57th 58th 59th 60th 61st 62nd 63rd 64th 65th 66th 67th 68th 69th 70th 71st 72nd 73rd 74th 75th 76th 77th 78th 79th 80th 81st 82nd 83rd 84th 85th 86th 87th 88th 89th 90th 91st 92nd 93rd 94th 95th 96th 97th 98th 99th 100th

12. Donald Toavs of the Crystal Frolics Committee appeared to request consideration of a location for a carnival for the 1986 Frolics.

47th 23rd 40th 20th 12th 10th 8th 6th 4th 2nd 1st 10th 20th 30th 40th 50th 60th 70th 80th 90th 100th
 (1st 2nd 3rd 4th 5th 6th 7th 8th 9th 10th 11th 12th 13th 14th 15th 16th 17th 18th 19th 20th 21st 22nd 23rd 24th 25th 26th 27th 28th 29th 30th 31st 32nd 33rd 34th 35th 36th 37th 38th 39th 40th 41st 42nd 43rd 44th 45th 46th 47th 48th 49th 50th 51st 52nd 53rd 54th 55th 56th 57th 58th 59th 60th 61st 62nd 63rd 64th 65th 66th 67th 68th 69th 70th 71st 72nd 73rd 74th 75th 76th 77th 78th 79th 80th 81st 82nd 83rd 84th 85th 86th 87th 88th 89th 90th 91st 92nd 93rd 94th 95th 96th 97th 98th 99th 100th)
 51st 52nd 53rd 54th 55th 56th 57th 58th 59th 60th 61st 62nd 63rd 64th 65th 66th 67th 68th 69th 70th 71st 72nd 73rd 74th 75th 76th 77th 78th 79th 80th 81st 82nd 83rd 84th 85th 86th 87th 88th 89th 90th 91st 92nd 93rd 94th 95th 96th 97th 98th 99th 100th

13. The City Council considered the resignation of Michael Schoff from the Environmental Commission.

Moved by Councilmember HF and seconded by Councilmember Sm to (approve) (deny) (continue until _____ the discussion of) the resignation of Michael Schoff from the Environmental Commission, and to direct the City Manager to send him a letter of thanks and appreciation.

Motion Carried.

14. The City Council considered contracting with George M. Hansen Company for the audit for 1985.

u S = Sm 19 2 6 Dec. 1985 ✓
→ B1

Res 103

*Audit agreement
sent 12/4/85*

15. ✓ The City Council considered a resolution approving transfer of Year X Community Development Block Grant funds from one project to another.

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

RESOLUTION NO. 85- 104

RESOLUTION APPROVING TRANSFER OF YEAR X
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FROM ONE PROJECT TO ANOTHER

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

APPLICATIONS FOR LICENSE
DECEMBER 3, 1985

SIGN HANGERS - (\$66.00)

Arrow Sign Company

GAS LICENSE - (\$30.25)

Donal G. Ruden and Air Comfort, Inc.
Richmond & Sons, Inc. dba Golden Valley Air Conditioning
Donald Hoglund and Superior Contractors, Inc.
Yale Incorporated

PLUMBING LICENSE - (\$30.25)

George C. Ford dba Ford & Sons Plumbing Company
Quality Rooter Plumbing Sewer & Drain Service (for 1985)

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

Adair Liquors, 6001 42nd Ave. No.
Bill's Vending Service, 6418 Bass Lake Road
Louie's Liquors, Inc., 4920 West Bdwy.
Octopus Car Wash, 5301 Douglas Drive
P.D.Q. Stores, 7200 56th Ave. No.
Thriftway Supermarket, 5715 W. Bdwy.
V.F.W. Post #494, 5222 56th Ave. No.

PRIVATE GASOLINE DISPENSING DEVICES: (\$14.25 1st hose & \$7.25 ea. addnl)

U-Haul Company of MN, 5465 Lakeland (1)

DEALER IN SECOND HAND GOODS - (\$44.00 per year)

The Clothes Exchange, 2712 Douglas Drive

APPLICATIONS FOR LICENSE
DECEMBER 3, 1985

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

Crystal Care Center, 3245 Vera Cruz Avenue North
Mr. Ems System, Inc. Hwy. 52 Div, 5756 Lakeland No.
Jin's Chow Mein, 129 Willow Bend

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

Country Club Market #6, 5321-36th Avenue North
Holiday Stationstores, 5521 Lakeland Ave. No.
Thriftway Super Market, 5715 West Broadway (4 fac.)
P.D.O. Food Stores, 7200 56th Ave. North
Jim's Tom Thumb, 5120 56th Ave. No.
McGlynn Bakeries, 5537 West Broadway

FOOD ESTABLISHMENT - Special Food Handling (\$33.00)

Medical Center Pharmacy, 5640 W. Bdwy.
Adair Liquors, 6001-42nd Avenue North
Louie's Liquors, Inc., 4920 West Bdwy.
Sinclair Marketing, 5417-36th Ave. No.
Stephens Liquor Store, 2728 Douglas Drive
Motor Parts, 5140 W. Bdwy
Shinders, 5546 W. Bdwy.

FOOD VEHICLE - Perishable (\$27.50)

Joseph Rozman, 3624 Douglas Drive

LODGING - 16-35 Units (\$45.00)

Suburban Motel, 5454 Lakeland Ave. North

FOOD ESTABLISHMENT - Restaurant (Exempt)

Senior Citizens Center, 7323-58th Avenue North
Crystal Park & Rec. Dept. at Valley Place, 3200 Louisiana
Crystal Park & Rec. Dept. at Crystal Municipal Pool, 48th &
Douglas Drive

FOOD ESTABLISHMENT - Retail (Exempt)

North Suburban Emergency Assistance Response (N.E.A.R.)
7323 58th Avenue North

FOOD ESTABLISHMENT - Church (Exempt)

St. Raphael's Catholic Church, 7301-56th Avenue North
Trinity Covenant Church, 3733 Vera Cruz Ave. No.
St. James Lutheran Church, 6700-46th Place No.

APPLICATIONS FOR LICENSE
DECEMBER 3, 1985

FOOD ESTABLISHMENT - Schools and Institutions (Exempt)

Cavanagh School, 5400 Corvallis Ave. No.
Congregate Dining, Thorson Community Center, 7323-58th Ave.
Robbinsdale School Dist. #281 at Forest School, 6800-47th Ave.
Robbinsdale School Dist. #281 at Neill School, 6600-27th Ave.

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

Bill's Vending at Octopus Car Wash, 5301 Douglas Drive
Canteen Company at Modern Tool, 5217 Hanson Court
Coca Cola Bottling Midwest at Northland American Aviation
Crystal Airport
Consumer Vending at Crystal Lounge 4900 West Bdwy.
Country Club Mkt. #6, 5321-36th Ave. No.
Country Squire Barber Shop, 6131-42nd Ave. No.
Crib Diaper Service, 5273 Hanson Court
Holiday Stationstores, 5521 Lakeland Ave. No.
Market Tire Company, 5337 Edgewood Ave. No.
Norm's Hair Company, 6210-56th Ave. No.
Pro Air Aviation, 5930 Lakeland Ave. No.
Thrift-Way Super Market, 5715 West Bdwy.
Twin City Vending at Crystal Care Center, 3245 Vera Cruz No.
Crystal Auto Sales, 5551 Lakeland No.
Crystal Cleaning Village, 6016-42nd Ave. No.
Doyles Bowling, 5000 W. Bdwy (4)

VENDING - Nonperishable (Exempt)

City of Crystal Employee Assoc., 4141 Douglas Drive
Firemen's Relief Association, 2 mach at No. Station, 2 mach.
at So. Station

VENDING - Perishable (\$22.00 1st mach. + \$7.75 ea. addnl mach in same loc.)

Canteen Company at Modern Tool, 5217 Hanson Court
Twin City Vending Co. at Crystal Care Center, 3245 Vera Cruz No.
Doyles Bowling, 5000 W. Bdwy. (2)

VENDING - Perishable (Exempt)

Crystal Police Association, 4141 Douglas Drive

KENNEL - Private (\$27.50)

Paul & Roni Olson, 6413-61st Ave. No.

Ja
C
November 29, 1985

Dear Councilmembers:

I am dictating this preliminary agenda on Wednesday afternoon so that possibly I can stay home on Friday and make a long weekend of it. Because of that, if something comes in between now and Friday, or a decision has to be made Monday, there may be an additional item or two on the agenda. If so, we will try to get you sufficient information in time for you to make a reasonable decision.

I have enclosed for your information a copy of the second report entitled "Microcomputer Recommendations and Standards" prepared by McGladrey, Hendrickson & Pullen. When the first study and recommendations were made by this firm, the Council accepted their recommendations and instructed the staff to continue with the implementation of the recommendations made by McGladrey, Hendrickson & Pullen's staff. We have done so to the extent that we asked that firm to assist us further in the implementation program. The report you have is the result of their participation.

Enclosed in that packet under the cover is the recommendations of our staff and procedure and time table to implement the recommendations of McGladrey, Hendrickson & Pullen. John and Nancy have put lots of time and effort into this program and I agree with their conclusions and hope that the Council agrees also.

We plan to implement on the schedule provided for in the Crystal staff report. All the monies for years '85 and '86 have been provided for by the Council in the budgets for those years. The only thing remaining to do is to provide sufficient funds in the '87 budget to accomplish those recommendations. That should be in the amount of approximately \$46,000 or \$47,000. By the time '87 rolls around, we will have a better insight into how our schedule and implementation is working and may, of necessity, make some adjustments at that time. We believe everything we are recommending is doable with the cooperation of all the departments. They seem eager to get involved--at least the department heads do. Unless there is a directive otherwise, we will start the implementation program going.

The meeting itself should go as follows, with the above-mentioned possible changes:

The minutes of the regular meeting of November 19, 1985, are enclosed for your review.

ITEMSUPPORTING DATA

1. Public Hearing to consider a request from Mark Feyereisen to expand a non-conforming use (existing building encroaches in the required rear yard setback), and also a variance to encroach 18.2' in the required rear yard setback to build an addition to the kitchen and a deck at 3404 Zane Ave. N. Planning Commission minutes of 11/12/85, item 7.

I call your attention to the Planning Commission minutes of 11/12 in which the Planning Commission recommended approval.

2. Public Hearing to consider special assessments to be levied against abutting properties or those properties benefiting from the Sidewalk Repair Improvement No. 6587 (65-E). Notice of assessment hearing.

These are those portions of the sidewalk repair improvement project which were done for the people under City contract. As of this writing, I have heard of no objection.

3. Consideration of the application of William Garber for the Community Television Corporation (CTC). Copy of application.

As you may recall, Mayor Tom Aaker was Crystal's representative to the CTC. He has recently resigned creating a vacancy. For a couple of months we have advertised that vacancy on Channel 7, through the Newsletter, and by word of mouth. At one time it appeared we had two candidates interested, but the only one who eventually filled out an application was Bill Garber. He will be in Tuesday evening for his interview.

4. Consideration of the Second Reading of an ordinance changing the name of the Environmental Commission to the Environmental Quality Commission. Copy of ordinance.
5. Consideration of the Second Reading of an ordinance regarding flood plain boundaries. None.
6. Consideration of the Second Reading of an ordinance relating to City legislative procedures. Copy of ordinance.

If you have any questions regarding the above three items, staff will be prepared to answer them Tuesday evening.

7. Consideration of an agreement with Rosenthal, Rondoni and MacMillan, Ltd. for legal services (prosecution). Copy of letter from Paul Rosenthal dated 11/22; copy of agreement.

As you can see from the enclosed agreement, there is no change in the hourly rate for their services.

8. Consideration of a resolution approving plans and specifications for State Project 2735-141--the storm sewer by the Nicklow Shopping Center. Copy of resolution.

This appears to be the last action necessary to get this project underway. Rumors have it that they will be starting some time in '86 with the construction.

9. Consideration of a voluntary assessment to help preserve tax increment financing. Letter from League of MN. Cities dated 10/31/85.

As you can see from the enclosed letter, the State League and NAHRO (National Association of Housing and Redevelopment Officials) have interceded on behalf of all communities in lobbying for the continuation of tax increment financing. They have asked that communities participate in the financing of that lobbying effort and have indicated if we want to participate, our voluntary assessment would be, or should be, in the amount of \$547.36. They had hoped that they would be getting these assessments in and paid around the first of December.

It would be my recommendation that we do participate. We may want to use this type of financing for any additional development, or redevelopment, locally.

10. Consideration of a resolution requesting the Suburban Rate Authority to act on behalf of the City in electric utility rate regulation matters. Copy of letter dated 10/28; copy of resolution.

As you can see, the SRA is requesting that we participate in their effort to lobby and assist the Public Utilities Commission in establishing a proper electric rate. They are asking that we agree to participate to the extent of approximately 5 cents per capita. You may or may not know, some years ago we were members of the SRA and when the Public Utilities Commission was established, the City Council at that time felt that we should drop out of the SRA and rely on the decisions made by the Public Utilities Commission. At that time we received a pro rata share of our dues contribution remaining unencumbered by the SRA. I have no idea what the Council's opinion would be regarding this, but action should be taken if you are to approve. I suspect no action would be necessary if you disagree.

November 29, 1985

11. Consideration of a request from Councilmember Smothers to have the City finance the Crystal Frolics parade and fireworks. Memo from Finance Dept. of 10/3.

Some of you are aware of the fact that Rollie made this request at the last Council meeting and it was suggested that it be taken up at another meeting. Rollie has asked staff to put it on this agenda so that it can be discussed. As you can see, I have included a run-down of the costs for the 1985 Frolics, for your information.

12. Consideration of the resignation of Michael Schoff from the Environmental Commission. Copy of resignation.

It is my understanding that on the enclosed agenda for the Environmental Commission meeting, Michael Schoff wrote his resignation, suggesting that he had moved out of town.

13. Consideration of contracting with George M. Hansen Company for the audit for 1985. Letter from Geo. M. Hansen Co.; copy of agreement.

I believe the cover letter and the agreement enclosed are self-explanatory. Last year's agreement was for \$11,650, plus \$850.00 for the supplemental audit. As you can see, the 1985 audit will cost up to \$12,900 for the regular audit and \$800.00 for the supplemental audit. Greg Murphy explains in his cover letter why some of the increase in the regular audit is necessary. This should have been to you earlier, but the letter and agreement was mislaid in our office and we had to get a duplicate from Greg for your information.

14. Consideration of a resolution approving transfer of Year X Community Development Block Grant funds from one project to another. Memo from Leslie Nerenberg; copy of proposed resolution.

I believe Leslie's memo is self-explanatory. If there are any questions, we will answer them Tuesday evening.

That should take care of the agenda as we see it at this time.

I want to take this opportunity to let you know I hope you had a great Thanksgiving and have a nice weekend. See you Tuesday.

da
enc.

J A C K

P.S. I have for your information included a letter from Twin West Chamber of Commerce re meeting of 1/22/86; and estimated travel expenses for Adrian Rygg and John Moravec and Tom Aaker. Also included is the Park & Rec. Adv. Comm. agenda for 12/4. There are new pages to your Zoning Book and a new page for your Code Book.

APPLICATIONS FOR LICENSE
DECEMBER 3, 1985

SIGN HANGERS - (\$66.00)

Arrow Sign Company

GAS LICENSE - (\$30.25)

Donal G. Ruden and Air Comfort, Inc.
Richmond & Sons, Inc. dba Golden Valley Air Conditioning
Donald Hoglund and Superior Contractors, Inc.
Yale Incorporated

PLUMBING LICENSE - (\$30.25)

George C. Ford dba Ford & Sons Plumbing Company
Quality Rooter Plumbing Sewer & Drain Service (for 1985)

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

Adair Liquors, 6001 42nd Ave. No.
Bill's Vending Service, 6418 Bass Lake Road
Louie's Liquors, Inc., 4920 West Bdwy.
Octopus Car Wash, 5301 Douglas Drive
P.D.Q. Stores, 7200 56th Ave. No.
Thriftway Supermarket, 5715 W. Bdwy.
V.F.W. Post #494, 5222 56th Ave. No.

PRIVATE GASOLINE DISPENSING DEVICES: (\$14.25 1st hose & \$7.25 ea. addnl)

U-Haul Company of MN, 5465 Lakeland (1)

DEALER IN SECOND HAND GOODS - (\$44.00 per year)

The Clothes Exchange, 2712 Douglas Drive

APPLICATIONS FOR LICENSE
DECEMBER 3, 1985

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

Crystal Care Center, 3245 Vera Cruz Avenue North
Mr. Ems System, Inc. Hwy. 52 Div, 5756 Lakeland No.
Jin's Chow Mein, 129 Willow Bend

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

Country Club Market #6, 5321-36th Avenue North
Holiday Stationstores, 5521 Lakeland Ave. No.
Thriftway Super Market, 5715 West Broadway (4 fac.)
P.D.O. Food Stores, 7200 56th Ave. North
Jim's Tom Thumb, 5120 56th Ave. No.
McGlynn Bakeries, 5537 West Broadway

FOOD ESTABLISHMENT - Special Food Handling (\$33.00)

Medical Center Pharmacy, 5640 W. Bdwy.
Adair Liquors, 6001-42nd Avenue North
Louie's Liquors, Inc., 4920 West Bdwy.
Sinclair Marketing, 5417-36th Ave. No.
Stephens Liquor Store, 2728 Douglas Drive
Motor Parts, 5140 W. Bdwy
Shinders, 5546 W. Bdwy.

FOOD VEHICLE - Perishable (\$27.50)

Joseph Rozman, 3624 Douglas Drive

LODGING - 16-35 Units (\$45.00)

Suburban Motel, 5454 Lakeland Ave. North

FOOD ESTABLISHMENT - Restaurant (Exempt)

Senior Citizens Center, 7323-58th Avenue North
Crystal Park & Rec. Dept. at Valley Place, 3200 Louisiana
Crystal Park & Rec. Dept. at Crystal Municipal Pool, 48th &
Douglas Drive

FOOD ESTABLISHMENT - Retail (Exempt)

North Suburban Emergency Assistance Response (N.E.A.R.)
7323 58th Avenue North

FOOD ESTABLISHMENT - Church (Exempt)

St. Raphael's Catholic Church, 7301-56th Avenue North
Trinity Covenant Church, 3733 Vera Cruz Ave. No.
St. James Lutheran Church, 6700-46th Place No.

APPLICATIONS FOR LICENSE
DECEMBER 3, 1985

FOOD ESTABLISHMENT - Schools and Institutions (Exempt)

Cavanagh School, 5400 Corvallis Ave. No.
Congregate Dining, Thorson Community Center, 7323-58th Ave.
Robbinsdale School Dist. #281 at Forest School, 6800-47th Ave.
Robbinsdale School Dist. #281 at Neill School, 6600-27th Ave.

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

Bill's Vending at Octopus Car Wash, 5301 Douglas Drive
Canteen Company at Modern Tool, 5217 Hanson Court
Coca Cola Bottling Midwest at Northland American Aviation
Crystal Airport
Consumer Vending at Crystal Lounge 4900 West Bdwy.
Country Club Mkt. #6, 5321-36th Ave. No.
Country Squire Barber Shop, 6131-42nd Ave. No.
Crib Diaper Service, 5273 Hanson Court
Holiday Stationstores, 5521 Lakeland Ave. No.
Market Tire Company, 5337 Edgewood Ave. No.
Norm's Hair Company, 6210-56th Ave. No.
Pro Air Aviation, 5930 Lakeland Ave. No.
Thrift-Way Super Market, 5715 West Bdwy.
Twin City Vending at Crystal Care Center, 3245 Vera Cruz No.
Crystal Auto Sales, 5551 Lakeland No.
Crystal Cleaning Village, 6016-42nd Ave. No.
Doyles Bowling, 5000 W. Bdwy (4)

VENDING - Nonperishable (Exempt)

City of Crystal Employee Assoc., 4141 Douglas Drive
Firemen's Relief Association, 2 mach at No. Station, 2 mach.
at So. Station

VENDING - Perishable (\$22.00 1st mach. + \$7.75 ea. addnl mach in same loc.)

Canteen Company at Modern Tool, 5217 Hanson Court
Twin City Vending Co. at Crystal Care Center, 3245 Vera Cruz No.
Doyles Bowling, 5000 W. Bdwy. (2)

VENDING - Perishable (Exempt)

Crystal Police Association, 4141 Douglas Drive

KENNEL - Private (\$27.50)

Paul & Roni Olson, 6413-61st Ave. No.

DUE DATE: NOON, WEDNESDAY
NOVEMBER 27, 1985

MEMO TO: John T. Irving, City Manager

FROM: John A. Olson, Assistant City Manager

ACTION NEEDED MEMO: From the November 19, 1985, Council Meeting

The items listed below are the actions requested by the City Council at their regular Council meeting of November 19, 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. INSPECTOR	1.	Set public hearing for variance request at 3404 Zane Avenue North. ACTION NEEDED: Notify affected property owners. ACTION TAKEN: Notice sent 11-20-85.
ASST. CITY MGR.	2.	ACTION NEEDED: Place item on December 3, 1985 Council Agenda. ACTION TAKEN: Item placed on December 3, 1985 Council Agenda.

REGULAR AGENDA

1. Appearance by the fourth graders from Sonnesyn Elementary School regarding American Education Week.
ACTION NEEDED: No action needed.
2. Appearance by State Senator Ember Reichgott regarding various legislative issues.
ACTION NEEDED: No action needed.
3. Appearance by Attorneys Paul Rosenthal and Frank Rondoni regarding prosecution.
ACTION NEEDED: No action needed.

<u>DEPARTMENT</u>	<u>ITEM</u>	
CITY CLERK	4.	Consideration of a request for off-sale liquor license at 5301 - 36th Avenue North. ACTION NEEDED: Issue license and note change as of 12:01 A.M., November 25, 1985. ACTION TAKEN: License issued and certified change to Liquor Control Commission 11-21-85.
CITY MANAGER	5.	Consideration of the application of Gerald Shoultz for membership on the Environmental Commission. ACTION NEEDED: Send letter noting date and time for Environmental Commission meetings. ACTION TAKEN: Letter sent with information.
BLDG. INSPECTOR	6.	Consideration of a request for a building permit to reroof and put up new walls at 5170 West Broadway. ACTION NEEDED: Notify applicant of Council approval. ACTION TAKEN: Applicant present at meeting.
CITY ENGINEER	7.	Consideration of a request from Steve Wilson for change to the disposal of surface water into the storm sewer. ACTION NEEDED: Notify applicant of Council denial. ACTION TAKEN: Applicant present at meeting.
CITY CLERK	8.	Consideration of a request for a rate increase from Town Taxi. ACTION NEEDED: Notify applicant of Council approval. ACTION TAKEN: Applicant present at meeting.
CITY MANAGER	9.	Consideration of a proposal for an increase in the pension by the Fire Relief Association. ACTION NEEDED: Notify Association of Council approval as presented. ACTION TAKEN: Applicants present at meeting.

<u>DEPARTMENT</u>	<u>ITEM</u>	
CITY MANAGER	10.	<p>Consideration of updating bylaws of the Fire Relief Association.</p> <p>ACTION NEEDED: Notify Association of approval of bylaws' change.</p> <p>ACTION TAKEN: Applicants present at meeting.</p>
CITY ENGINEER	11.	<p>Consideration of awarding bid for snowblower.</p> <p>ACTION NEEDED: Notify low bidder of Council approval.</p> <p>ACTION TAKEN: Purchase order issued 11-20-85.</p>
HEALTH DEPT.	12.	<p>Consideration of a 1986-87 agreement between the City of Crystal and Hennepin County for financial support of Environmental Health Services.</p> <p>ACTION NEEDED: Notify Hennepin County of Council approval.</p> <p>ACTION TAKEN: No action taken?</p>
CITY CLERK		<p>ACTION NEEDED: Certify resolution to be forwarded.</p> <p>ACTION TAKEN: Certified resolution 11-21-85.</p>
CITY ENGINEER	13.	<p>Consideration of authorization for procurement of right-of-way at Highway 169 and County Road 10 intersection.</p> <p>ACTION NEEDED: Proceed with property appraisals prior to meeting with affected property owners.</p> <p>ACTION TAKEN: Proceeding as authorized.</p>
ASST. CITY MGR.	14.	<p>Consideration of First Reading of an ordinance regarding flood plain boundaries.</p> <p>ACTION NEEDED: Place Second Reading on December 3, 1985 Council Agenda.</p> <p>ACTION TAKEN: Item placed on December 3, 1985 Council Agenda.</p>

<u>DEPARTMENT</u>	<u>ITEM</u>	
CITY ENGINEER	15.	<p>Consideration of final approval of Castonia Buss Addition at 5419 Lakeland Avenue.</p> <p>ACTION NEEDED: Notify applicant of Council approval of plat.</p> <p>ACTION TAKEN: Resolution certified 11-22-85; plat signed 11-25-85.</p>
CITY ENGINEER	16.	<p>Consideration of final approval of Palace Inn Addition.</p> <p>ACTION NEEDED: Notify applicant of Council approval of plat.</p> <p>ACTION TAKEN: Resolution certified 11-22-85; plat signed 11-25-85.</p>
CITY MANAGER	17.	<p>Consideration of a proposal for Joint Powers Agreement to form a coalition of Metropolitan Communities.</p> <p>ACTION NEEDED: Forward copy of resolution to coalition organizers.</p> <p>ACTION TAKEN: Resolution forwarded 11-22-85.</p>
CITY CLERK		<p>ACTION NEEDED: Certify resolution to be forwarded.</p> <p>ACTION TAKEN: Certified resolution sent.</p>
	18.	<p>Appearance by Scott Foster regarding fee charge for the use of Thorson Community Center for the Title I program.</p> <p>ACTION NEEDED: Mr. Foster did not appear. No action needed at this time.</p>
CITY CLERK	19.	<p>Licenses.</p> <p>ACTION NEEDED: Issue licenses.</p> <p>ACTION TAKEN: Licenses issued 11-21-85.</p>

TENTATIVE AGENDA

FOR THE DECEMBER 3, 1985, COUNCIL MEETING

1. Minutes of the regular meeting of November 19, 1985.

<u>ITEM</u>	<u>SUPPORTING DATA</u>	<u>COMMENTS</u>
1. Public hearing to consider a request from Mark and Wren Feyereisen to expand a non-conforming use (existing building encroaches in the required rear yard setback), and also a variance to encroach 18.2' in the required rear yard to build an addition to the kitchen and a deck at 3404 Zane Avenue North.	Planning Commission minutes of 11-12-85, Item 7.	Planning Commission recommended approval.
2. Public hearing to consider special assessments to be levied against abutting properties or those properties benefiting from the Sidewalk Repair Improvement Project No. (65-E.) 6587	Notice of assessment hearing.	None
3. Consideration of the application of William Garber for the Community Television Corporation (CTC).	Copy of application.	None
4. Consideration of Second Reading of an ordinance changing the name of the Environmental Commission to the Environmental Quality Commission.	Copy of ordinance.	None
5. Consideration of Second Reading of an ordinance regarding flood plain boundaries.	None	None
6. Consideration of Second Reading of an ordinance relating to city legislative procedures.	Copy of ordinance.	None
7. Consideration of an agreement with Rosenthal, Rondoni and MacMillan, Ltd. for legal services (prosecution).	Copy of letter from Paul Rosenthal dated 11-22-85, copy of agreement.	None

Tentative Agenda - Page 2

ITEM

SUPPORTING DATA

COMMENTS

8. Consideration of resolution approving plans and specifications for State Project 2735-141— the storm sewer by the Nicklow Shopping Center.

Copy of resolution.

None

9. Consideration of a voluntary assessment to help preserve tax increment financing.

Letter from League of Minnesota Cities dated 10-31-85.

None

11. 10. Consideration of a request from Council-member Rollie Smothers, to have the City of Crystal finance the Crystal Frolics Parade and Fireworks.

None ? memo from Finance Dept of 10/3 re City Expenses of Crystal Frolics?

None

10 11. Consideration of a resolution requesting the Suburban Rate Authority to act on behalf of the City in electric utility rate regulation matters.

Copy of letter dated 10-28-85; copy of resolution.

None

12. Consideration of the resignation of Michael Schoff from the Environmental Commission.

Copy of resignation.

None

13. *Audit 1985*
INFORMATIONAL ITEMS

Letter from Des on Hansen Co. of 9/20/85; copy of a agreement

1. Estimated travel expenses for Adrian Rygg and John Moravec.
2. Letter from Twin West Chamber of Commerce regarding meeting of 1-22-86.

Computer - item or info.?

CITY OF CRYSTAL
NOTICE OF ASSESSMENT HEARING

DECEMBER 3, 1985

NOTICE IS HEREBY GIVEN that the City Council of the City of Crystal, Minnesota, will meet in the Council Chambers at the Crystal City Hall, 4141 Douglas Drive, on Tuesday, December 3, 1985, at 7:00 p.m., or as soon thereafter as the matter can be heard, to consider the special assessments to be levied against the abutting properties or those properties benefited by the following improvement:

SIDEWALK REPAIR IMPROVEMENT NO. 6587 (65-E)

The entire amount levied against any parcel of land will be payable, unless prepaid, with the 1987 tax statement.

Interest will be charged at the rate of seven and one-half percent (7½%) per annum on the entire assessment from the date of the resolution levying said assessment to December 31, 1987.

The proposed assessment roll is now on file in the office of the City Clerk and open to inspection by all parties interested.

Written or oral objections will be considered at the hearing. An owner may appeal an assessment to District Court pursuant to Minnesota Statutes Section 429.081 by serving notice of the appeal upon the Mayor or City Clerk within 30 days after the adoption of the assessment and filing such notice with the District Court within 10 days after service upon the Mayor or City Clerk. No such appeal as to the amount of an assessment on a specific parcel of land may be made unless the owner has either filed a signed written objection to that assessment with the City Clerk prior to the hearing or has presented the written objection to the presiding officer at the hearing.

BY ORDER OF THE CITY COUNCIL
DELORES AHMANN, CITY CLERK

(Published in The North Hennepin Post November 21, 1985)

CITY OF CRYSTAL

APPLICATION FOR APPOINTMENT TO THE

Community Television Corporation COMMISSIONName William F. Garber Address 3442 Florida Ave. N., Crystal, MN 55427Phone (home) 533-0604 (Office) 338-6743 Date of birth 8/23/46Marital Status Married Resident of Crystal Since (year) 1976Occupation Attorney Employer Peterson, Engberg & PetersonEducation: (please indicate highest grade completed or highest degree and major course of study) Graduate Law School - J.D.Civic and other activities: (please list past and present civic activities and organizational memberships, particularly those which may be relevant to the appointment you are seeking) Crystal Environmental Commission; Crystal Long-Range Planning Commission; Treasurer, North Suburban Youth Health Clinic, Inc.; Chair,46th Senatorial District, DFL; Associate Chair, 46th Senatorial District, DFL

Comments (please briefly describe other qualifications, experience and other information which you would like the City council to consider or which you believe are particularly relevant to the appointment you are seeking. Use additional pages if necessary.)

I have been interested in the uses of cable television for quite some time. Our environmental commission has taped several cable shows over the past years. In addition, I produced a mock DFL caucus for cable television which was shown several times prior to the last statewide elections in 1984. I worked on a committee which produced a program for State Representative Ann Rest prior to her election. I would very much like to be the Crystal Representative to the corporation.

Fed. Proj. State Funds

R E S O L U T I O N

At a meeting of the City Council of the City of Crystal, held on

the _____ day of _____, 1985, the following Resolution was offered by

_____, _____; seconded by _____,

_____, to wit:

WHEREAS the Commissioner of Transportation for the State of Minnesota has prepared: plans, special provisions, and specifications for the improvement of Trunk Highway No. 130, renumbered as Trunk Highway No. 100, within the corporate limits of the City of Crystal, from 35th Avenue North to 36th Avenue North; and seeks the approval thereof;

NOW, THEN, BE IT RESOLVED that said plans and special provisions for the improvement of said Trunk Highway within said corporate limits of the City, be and hereby are approved including the elevations and grades as shown and consent is hereby given to any and all changes in grade occasioned by said construction.

BE IT FURTHER RESOLVED that the City does hereby agree to require the parking of all vehicles, if such parking is permitted within the corporate limits of said City, on said Trunk Highway, to be parallel with the curb adjacent to the highway, and at least 20 feet from any crosswalks on all public streets intersecting said trunk highway.

Upon the call of the roll, the following council members voted in favor of the

Resolution: _____;
_____;

and, the following council members voted against the adoption of the Resolution:

_____;

whereupon the mayor and/or the presiding officer declared the Resolution adopted.

Dated: _____, 1985.

Mayor

Attest _____

City Clerk

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)
)
CITY OF CRYSTAL)

I do hereby certify that at said meeting (of which due and legal notice was given) of the City Council of the City of Crystal, Minnesota, on the _____ day of _____, 1985; at which a majority of the members of said Council were present, the foregoing Resolution was adopted.

Given under my hand and seal this _____ day of _____, 1985.

City Clerk



Tax Increment Financing Project

October 31, 1985

Ms. Delores Ahmann
City Clerk
4141 Douglas Drive N.
Crystal, MN 55422

Dear Ms. Ahmann:

Earlier this month we informed cities that the League of Minnesota Cities and the Minnesota Chapter of the National Association of Housing and Redevelopment Officials (NAHRO) had joined together to support tax increment financing.

A program of analysis and representational activities was developed. This step was taken in response to resolutions adopted by city officials who studied the possibilities of legislative action by the legislature in 1986 and beyond. The Boards of Directors of both the League and NAHRO reviewed the proposal and unanimously endorsed the program. The League/NAHRO committee retained the law firm of Holmes and Graven as a consultant. Pursuant to this program cities have already received a questionnaire on tax increment finance usage which will provide data for a comprehensive study.

City officials will recall that the League/NAHRO program is to be financed by voluntary contributions from cities involved in tax increment finance. These contributions will defray the direct costs of employing Holmes and Graven while the League would provide staff and other services to the effort on behalf of the cities who will benefit from the overall activity, but are not currently engaged in the use of tax increment finance.

This letter officially requests your financial contribution in accordance with the enclosed invoice. Several alternatives were considered before establishing the assessment formula. All cities which had tax increment districts in 1984 payable 1985 tax year are being asked to proportionally contribute to the cost of the program.

The two factors used are the total assessed value in tax increment districts and the total assessed value of your city. Both of these factors have been adjusted by sales ratio. Statewide totals for all cities using tax increment were established along with each city's percent of that total. Half the cost of the project is assessed based on each city's proportionate share of the total assessed value of the cities involved. The factors used and the resulting assessments are noted in the attached list.

We sincerely hope that your city will comply with its voluntary assessment to help preserve tax increment as a viable development tool financing in the future.

Sincerely,

Susan Edel
Susan Edel
LMC President

Sincerely,

Nancy Reeves
Nancy Reeves
NAHRO President

Code	City	TIF Factor	TIF Assessment	RAV Factor	RAV Assessment	Total Assessment
Anoka County						
12	ANOKA	0.2088%	111.71	0.5707%	305.35	417.06
14	BLAINE (JT)	0.2843%	152.08	1.1173%	597.76	749.84
17	COLUMBIA HEIGHTS	1.5096%	807.61	0.6446%	344.84	1,152.46
18	COON RAPIDS	0.2449%	131.00	1.3802%	738.40	869.40
20	FRIDLEY	0.9211%	492.77	1.4872%	795.64	1,288.41
21	HAM LAKE	0.0617%	33.02	0.2618%	140.08	173.11
26	SPRING LK PK (JT)	0.1539%	82.32	0.2105%	112.60	194.93
Carver County						
52	CHANNASSEN (JT)	1.7047%	912.04	0.3583%	191.69	1,103.73
53	CHASKA	0.0560%	29.96	0.3458%	185.02	214.98
60	WACONIA	0.3019%	161.52	0.1050%	56.15	217.67
61	WATERTOWN	0.0672%	35.97	0.0552%	29.54	65.51
Dakota County						
83	APPLE VALLEY	0.1852%	99.07	1.0016%	535.84	634.90
84	BURNSVILLE	0.0457%	24.47	2.3164%	1,239.29	1,263.76
87	FARMINGTON	0.1791%	95.84	0.1664%	89.01	184.86
89	HASTINGS (JT)	0.2662%	142.41	0.4649%	248.73	391.14
90	INVER GROVE HTS	1.1859%	634.44	0.7353%	393.39	1,027.83
91	LAKEVILLE	0.3496%	187.03	0.6684%	357.58	544.60
94	MENDOTA HEIGHTS	0.4450%	238.09	0.5330%	285.17	523.26
98	ROSEMOUNT	0.2782%	148.84	0.3192%	170.79	319.63
99	SOUTH ST PAUL	1.5869%	848.99	0.7579%	405.45	1,254.44
102	WEST ST PAUL	0.0080%	4.27	0.8672%	463.95	468.22
Hennepin County						
114	BLOOMINGTON	0.9207%	492.55	5.2813%	2,825.48	3,318.02
115	BROOKLYN CENTER	0.1168%	62.50	1.3395%	716.65	779.14
116	BROOKLYN PARK	1.5000%	802.52	1.7436%	932.85	1,735.37
120	CRYSTAL	0.1818%	97.24	0.8413%	450.12	547.36
122	DEEPHAVEN	0.1078%	57.67	0.2702%	144.55	202.21
123	EDEN PRAIRIE	4.1051%	2,196.24	1.6168%	864.99	3,061.23
124	EDINA	2.0911%	1,118.71	4.1108%	2,199.29	3,318.01
126	GOLDEN VALLEY	2.3748%	1,270.54	1.6473%	881.32	2,151.86
130	HOPKINS	1.1658%	623.71	0.8628%	461.58	1,085.29
132	LONG LAKE	0.1186%	63.45	0.0893%	47.76	111.21
134	MAPLE GROVE	0.2253%	120.53	1.1030%	590.10	710.63
135	MAPLE PLAIN	0.0426%	22.78	0.0625%	33.45	56.23
138	MINNEAPOLIS	39.7185%	21,249.39	16.6815%	8,924.62	30,174.02
140	MINNETONKA	0.8976%	480.21	3.0523%	1,633.00	2,113.20
142	MOUND	0.0003%	0.15	0.3840%	205.45	205.60
143	NEW HOPE	1.1261%	602.45	0.9895%	529.40	1,131.85
146	PLYMOUTH	0.1978%	105.84	2.2772%	1,218.30	1,324.14
147	RICHFIELD	1.4062%	752.32	1.4817%	792.68	1,545.00
148	ROBBINSDALE	0.8740%	467.60	0.5205%	278.44	746.04
153	ST ANTHONY (JT)	0.0231%	12.34	0.4013%	214.71	227.05
155	ST LOUIS PARK	2.0502%	1,096.84	2.5945%	1,388.05	2,484.89
157	WAYZATA	0.3949%	211.29	0.3938%	210.68	421.96
Ramsey County						
177	FALCON HEIGHTS	0.0531%	28.39	0.1965%	105.11	133.50
183	NEW BRIGHTON	0.1828%	97.78	0.9933%	531.39	629.17
185	NORTH ST PAUL	0.1409%	75.38	0.3976%	212.73	288.11
186	ROSEVILLE	0.2027%	108.46	2.1700%	1,160.94	1,269.40
190	ST PAUL	11.3318%	6,062.52	10.5712%	5,655.58	11,718.10
192	WHITE BEAR LAKE	0.0891%	47.65	0.8386%	448.65	496.30

Code	City	TIF Factor	TIF Assessment	ARV Factor	ARV Assessment	Total Assessment
Scott County						
217	JORDAN	0.0465%	24.86	0.0832%	44.52	69.38
221	SAVAGE	0.5213%	278.89	0.2523%	134.99	413.88
222	SHAKOPEE	1.3587%	726.93	0.5805%	310.55	1,037.48
Washington County						
245	FOREST LAKE	0.0340%	18.18	0.2145%	114.76	132.94
252	MAHTOMEDI	0.0578%	30.91	0.1779%	95.18	126.08
Benton County						
446	FOLEY	0.0288%	15.42	0.0337%	18.01	35.00
451	SALK RAPIDS	0.2219%	118.70	0.1375%	73.57	192.28
Blue Earth County						
511	GOOD THUNDER	0.0010%	0.56	0.0089%	4.74	35.00
512	LAKE CRYSTAL	0.0331%	17.72	0.0391%	20.90	38.62
514	MANKATO (JT)	1.6091%	860.87	0.8667%	463.67	1,324.53
515	MAPLETON	0.0063%	3.40	0.0272%	14.56	35.00
Brown County						
547	SLEEPY EYE	0.0282%	15.08	0.0724%	38.73	53.81
548	SPRINGFIELD	0.0316%	16.93	0.0438%	23.41	40.34
Carlton County						
574	BARNUM	0.0028%	1.48	0.0061%	3.25	35.00
576	CLOQUET	0.0265%	14.18	0.3105%	166.11	180.30
579	MOOSE LAKE	0.0022%	1.19	0.0246%	13.16	35.00
Cass County						
655	REMER	0.0002%	0.10	0.0065%	3.46	35.00
Chippewa County						
683	MONTVIDEO	0.1016%	54.34	0.1233%	65.97	120.31
Chisago County						
707	RUSH CITY	0.1223%	65.44	0.0441%	23.61	89.05
Clay County						
757	MOORHEAD	0.8631%	461.77	0.6751%	361.15	822.93
Cottonwood County						
830	MOUNTAIN LAKE	0.0183%	9.81	0.0360%	19.25	35.00
833	WINDOM	0.0473%	25.29	0.1002%	53.62	78.92
Dodge County						
910	DODGE CENTER	0.0485%	25.93	0.0426%	22.79	48.71
Douglas County						
941	ALEXANDRIA	0.0014%	0.75	0.2856%	152.80	153.55
951	OSAKIS (JT)	0.0029%	1.54	0.0260%	13.91	35.00
Faribault County						
978	BLUE EARTH	0.0122%	6.50	0.0952%	50.92	57.42
987	WELLS	0.0475%	25.44	0.0572%	30.60	56.04
988	WINNEBAGO	0.0031%	1.65	0.0362%	19.38	35.00
Fillmore County						
1020	CHATFIELD (JT)	0.0008%	0.43	0.0474%	25.37	35.00
1027	PRESTON	0.0015%	0.81	0.0263%	14.09	35.00
1028	RUSHFORD CITY	0.0921%	49.27	0.0304%	16.29	65.56
Freeborn County						
1059	ALBERT LEA	0.0426%	22.79	0.5182%	277.21	300.00
1069	HOLLANDALE	0.0024%	1.28	0.0106%	5.67	35.00
Goodhue County						
1102	CANNON FALLS	0.0427%	22.86	0.0953%	50.97	73.83
1105	KENYON	0.0047%	2.51	0.0372%	19.91	35.00
1107	PINE ISLAND (JT)	0.0233%	12.48	0.0551%	29.48	41.96
1108	RED WING	0.6563%	351.10	1.1554%	618.12	969.22

Code	City	TIF Factor	TIF Assessment	ARV Factor	ARV Assessment	Total Assessment
1110	ZUMBROTA	0.0866%	46.32	0.0693%	37.09	83.41
Houston County						
1170	LA CRESCENT	0.0263%	14.06	0.0870%	46.57	60.63
Isanti County						
1230	CAMBRIDGE	0.1657%	88.66	0.1092%	58.42	147.09
Itasca County						
1281	BOVEY	0.0087%	4.68	0.0094%	5.02	35.00
1286	GRAND RAPIDS	0.0012%	0.65	0.2931%	156.79	157.44
Jackson County						
1323	JACKSON	0.0803%	42.97	0.0696%	37.22	80.19
Kanabec County						
1350	OSILVIE	0.0023%	1.21	0.0052%	2.80	35.00
Kandiyohi County						
1386	NEW LONDON	0.0352%	18.84	0.0167%	8.91	35.00
1393	WILLMAR	0.3659%	195.75	0.4569%	244.45	440.20
Kittson County						
1431	HALLDOCK	0.0017%	0.92	0.0245%	13.10	35.00
1434	KARLSTAD	0.0308%	16.46	0.0162%	8.68	35.00
Lac Qui Parle County						
1482	DAWSON	0.0816%	43.65	0.0525%	28.10	71.75
1484	MADISON	0.0016%	0.85	0.0441%	23.59	35.00
Le Sueur County						
1536	LE CENTER	0.0068%	3.62	0.0404%	21.64	35.00
1537	LE SUEUR	0.1930%	103.25	0.1098%	58.76	162.01
1539	NEW PRAGUE (JT)	0.1333%	71.31	0.0951%	50.90	122.21
Lyon County						
1594	COTTONWOOD	0.0656%	35.08	0.0213%	11.38	46.46
1599	MARSHALL	1.0218%	546.64	0.3572%	191.12	737.76
McLeod County						
1627	BLENCOE	0.1505%	80.49	0.1283%	68.62	149.12
1628	HUTCHINSON	0.6178%	330.55	0.3215%	171.98	502.53
1633	WINSTED	0.0277%	14.81	0.0430%	22.99	37.80
Martin County						
1752	FAIRMONT	0.0120%	6.39	0.3489%	186.64	193.04
1757	TRIMONT	0.0197%	10.53	0.0160%	8.57	35.00
1758	TRUMAN	0.0443%	23.68	0.0265%	14.20	37.87
Meeker County						
1790	LITCHFIELD	0.0139%	7.43	0.1653%	88.41	95.85
1791	WATKINS	0.0279%	14.90	0.0151%	8.08	35.00
Mille Lacs County						
1818	MILACA	0.0429%	22.97	0.0489%	26.14	49.11
1821	PRINCETON (JT)	0.4688%	250.81	0.0877%	46.92	297.73
Mower County						
1904	AUSTIN	0.0163%	8.71	0.5852%	313.11	321.82
Nicollet County						
1974	NICOLLET	0.0052%	2.78	0.0160%	8.57	35.00
1975	NO MANKATO	0.0686%	36.70	0.2675%	143.09	179.79
Nobles County						
2003	ADRIAN	0.0151%	8.08	0.0185%	9.91	35.00
2013	WORTHINGTON	0.0573%	30.67	0.2722%	145.63	176.31
Norman County						
2045	ADA	0.0274%	14.68	0.0320%	17.10	35.00
Olsted County						
2077	BYRON	0.0038%	2.06	0.0462%	24.70	35.00

Code	City	TIF Factor	TIF Assessment	RAV Factor	RAV Assessment	Total Assessment
2082	ROCHESTER	1.3901%	743.72	2.6524%	1,419.05	2,162.77
2083	STEWARTVILLE	0.0519%	27.74	0.0958%	51.26	79.00
Ottertail County						
2160	FERGUS FALLS	0.2482%	132.80	0.3921%	209.75	342.55
Pine County						
2254	SANDSTONE	0.0158%	8.43	0.0253%	13.53	35.00
Pipestone County						
2280	PIPESTONE	0.0210%	11.23	0.0856%	45.82	57.05
Polk County						
2351	CROOKSTON	0.1166%	62.39	0.1561%	83.51	145.90
Red Lake County						
2422	RED LAKE FALLS	0.0432%	23.10	0.0244%	13.03	36.13
Redwood County						
2463	REDWOOD FALLS	0.0368%	19.67	0.1420%	75.96	95.63
2469	WALNUT GROVE	0.0017%	0.88	0.0149%	7.96	35.00
Renville County						
2504	BIRD ISLAND	0.0299%	16.00	0.0233%	12.47	35.00
2511	OLIVIA	0.0197%	10.55	0.0630%	33.72	44.27
Rice County						
2535	FARIBAULT	0.3439%	183.99	0.4034%	215.84	399.82
2537	MORRISTOWN	0.0017%	0.89	0.0119%	6.39	35.00
2539	NORTHFIELD (JT)	0.0958%	51.24	0.2989%	159.90	211.14
Rock County						
2564	LIVERNE	0.1831%	97.95	0.1072%	57.35	155.30
St. Louis County						
2690	AURORA	0.0277%	14.80	0.0336%	17.95	35.00
2697	DULUTH	2.2303%	1,193.21	1.7644%	943.94	2,137.15
2699	EVELETH	0.0769%	41.17	0.0846%	45.25	86.41
2704	HIBBING	0.1650%	88.26	0.4112%	220.00	308.26
2711	MOUNTAIN IRON	0.0030%	1.60	0.0870%	46.52	48.12
2713	PROCTOR	0.0017%	0.90	0.0552%	29.52	35.00
2715	VIRGINIA	0.3631%	194.24	0.2301%	123.10	317.34
Sherburne County						
2739	BECKER	0.0296%	15.82	0.4720%	252.53	268.35
2740	BIG LAKE	0.0318%	17.02	0.0624%	33.37	50.39
Sibley County						
2770	BAYLORD	0.0597%	31.96	0.0380%	20.32	52.28
Stearns County						
2822	BRODTEN	0.0005%	0.29	0.0109%	5.82	35.00
2823	COLD SPRING	0.0012%	0.65	0.0614%	32.86	35.00
2839	SARTELL (JT)	0.1097%	58.70	0.1838%	98.33	157.03
2843	ST CLOUD (JT)	0.5830%	311.91	1.4103%	754.50	1,066.41
Steele County						
2868	BLOOMING PRAIRIE	0.0023%	1.23	0.0412%	22.06	35.00
2871	OWATONNA	0.2582%	138.13	0.4995%	267.22	405.34
Stevens County						
2895	CHOKIO	0.0012%	0.63	0.0072%	3.83	35.00
2898	MORRIS	0.0392%	20.95	0.0944%	50.52	71.47
Swift County						
2926	APPLETON	0.0951%	50.90	0.0286%	15.31	66.21
2927	BENSON	0.1705%	91.23	0.0529%	28.29	119.51
Traverse County						
3000	BROWNS VALLEY	0.0185%	9.87	0.0096%	5.16	35.00
Waseca County						

Code	City	TIF Factor	TIF Assessment	ARV Factor	ARV Assessment	Total Assessment
3086	WALDORF	0.0017%	0.91	0.0056%	3.00	35.00
3087	WASEDA	0.0443%	23.68	0.2264%	121.11	144.79
Watoman County						
3110	MADEIRA	0.0565%	30.24	0.0425%	22.75	52.99
Wilkin County						
3142	BRECKENRIDGE	0.0347%	18.54	0.0590%	31.58	50.12
Winona County						
3185	ST CHARLES	0.0008%	0.44	0.0519%	27.77	35.00
3188	WINONA	0.2877%	153.94	0.5964%	319.07	473.01
Wright County						
3217	ALBERTVILLE	0.0424%	22.67	0.0213%	11.42	35.00
3218	ANNANDALE	0.1826%	97.71	0.0421%	22.54	120.25
3219	BUFFALO	0.3975%	212.66	0.1342%	71.78	284.44
3221	COKATO	0.0679%	36.32	0.0467%	24.99	61.31
3223	DELANO	0.0878%	46.98	0.0626%	33.47	80.44
3227	MONTICELLO	0.0105%	5.63	0.4625%	247.44	253.07
3229	ROCKFORD (JT)	0.0001%	0.07	0.0380%	20.32	35.00
Yellow Medicine County						
3262	CLARKFIELD	0.0234%	12.51	0.0165%	8.83	35.00
3264	GRANITE FALLS (JT)	0.1394%	74.60	0.0822%	43.96	118.56
		100.0000%	53,500.00	100.0000%	53,500.00	107,674.73

SUBURBAN RATE AUTHORITY

October 28, 1985

MEMBERS

BLOOMINGTON
BROOKLYN CENTER
BROOKLYN PARK
BURNSVILLE
CHAMPLIN
CIRCLE PINES
COLUMBIA HEIGHTS
DEEPHAVEN
EDEN PRAIRIE
EDINA
EXCELSIOR
FRIDLEY
GREENWOOD
HASTINGS
HOPKINS
LAKE ST. CROIX BEACH
LAUDERDALE
LORETTO
MAPLE PLAIN
MAPLEWOOD
MINNETONKA
MINNETRISTA
NEW BRIGHTON
NORTH ST. PAUL
ORONO
OSSEO
PLYMOUTH
RICHFIELD
ROBBINSDALE
ROSEVILLE
ST. ANTHONY
ST. LOUIS PARK
SHAKOPEE
SHOREVIEW
SHOREWOOD
SPRING PARK
VADNAIS HEIGHTS
VICTORIA
WAYZATA
WOODLAND

Mayor Thomas Aaker
City of Crystal
4141 Douglas Drive No.
Crystal, MN 55422

Dear Mayor Aaker:

In 1975 and in 1976 several cities joined the Suburban Rate Authority for the purpose of intervening in a Northern States Power Company electric rate case before the Public Utilities Commission. The purpose of that effort was to assist the Commission in establishing proper electric rates.

On August 1 of this year NSP filed a petition with the Public Utilities Commission asking for an increase of \$129,000,000 per year. The request of residential users is an increase of over 15% in the electric rates.

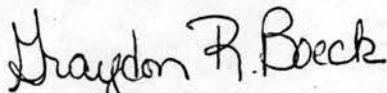
The Suburban Rate Authority Board of Directors has committed \$20,000 to the joint effort, as has the City of St. Paul. Several other cities served by NSP have expressed an interest in supporting the case.

The SRA Board has asked me to correspond with the mayors of those cities which participated in the first rate case with the purpose of asking them to again participate.

In the first case, a contribution of 10 cents per capita was requested. Because of the broader support in the present case, I suggest that 5 cents per capita is sufficient.

The broader our base of support is, the more effective we can be. We hope you will consider supporting our effort to keep electric rates as low as the circumstances warrant. I enclose a draft resolution for your use. I will be pleased to answer your questions. You may reach me at (612) 425-1950. You may also direct your calls to SRA counsel, Glenn Purdue at LeFevere, Lefler, Kennedy, O'Brien & Drawz in Minneapolis, at (612) 333-0543.

Very truly yours,



Graydon R. Boeck
Chairman

GEP/md

Enclosure

RESOLUTION REQUESTING
THE SUBURBAN RATE AUTHORITY
TO ACT ON BEHALF OF THE CITY OF
() IN
ELECTRIC UTILITY RATE REGULATION
MATTERS AND AUTHORIZING THE
PAYMENT OF SERVICE CHARGES THEREFOR

WHEREAS, the City of _____ has determined that it is in the public interest to cooperate with other municipalities in a joint effort to insure that municipal interests and the interests of consumers of electricity be adequately and effectively represented in the present NSP rate case which is before the Minnesota Public Utilities Commission, and

WHEREAS, there now exists an organization of municipalities in the Twin Cities Metropolitan Area, known as the Suburban Rate Authority, which has had considerable experience in utility rate regulation, and

WHEREAS, the Suburban Rate Authority is authorized under its joint powers contract to conduct rate investigation and participation in rate regulation matters on behalf of non-member municipalities at their request and upon such reasonable conditions, including payment of cost of service, as may be imposed by its governing body:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF _____, MINNESOTA, AS FOLLOWS:

1. The City Council of the City of _____, Minnesota, hereby requests the Suburban Rate Authority to participate in electric rate regulation proceedings before the Public Utilities Commission relating to the public rate filing.

2. If such request is approved by the Suburban Rate Authority, the City of _____ agrees to contribute reasonable costs for such service to the Authority in an amount of not less than \$100 nor more than \$10,000 based upon a computation of \$.05 per capita, said payment to be made no later than 60 days after approval of this request by the Authority.

3. The City Clerk is authorized and directed to transmit a certified copy of this resolution to the Chairman of the Suburban Rate Authority.

M E M O R A N D U M

TO: John T. Irving, City Manager

FROM: Finance Department

RE: Cost of Crystal Frolics, City Expenses Only

DATE: October 3, 1985

American Fireworks Display	Fireworks	<u>\$ 3,690.00</u>
Rollie Smothers	Miscellaneous	63.89
Knights of Columbus	Parade Pop	93.50
Tally Ho	Food	318.11
Brooklyn Park Roaring Lions	Parade	100.00
Antique Stage Coach	Parade	500.00
K-9 Drill Team	Parade	75.00
Minn. Renaissance Festival	Parade	50.00
Zurrah Antique Cars	Parade	200.00
Zurrah Funsters	Parade	200.00
Minneapolis Body Breakers	Parade	250.00
Rosettes Color Guard	Parade	162.00
Zurrah Cycle Corp.	Parade	450.00
Llama Hitch	Parade	225.00
Suzettes	Parade	25.00
Parkettes	Parade	250.00
Warriors	Parade	800.00
Horse Drawn Wagon	Parade	125.00
Minneapolis Postal Band	Parade	200.00
Crystal Cross Trailers	Parade	75.00
American Legion Clown Club	Parade	50.00
Patches The Clown	Parade	80.00
Elling Jerpseth	Parade	100.00
		<u>\$ 4,392.50</u>
	Grand Total (4310)	<u>\$ 8,082.50</u>



CRYSTAL FIRE DEPARTMENT
RELIEF ASSOCIATION

Crystal 27, Minnesota

Nov 27, 1985

Mr. Jack Irving
City Manager
City of Crystal

Dear Jack

On behalf of the Crystal Frolics Committee and the Crystal Firefighters Relief Assoc. I would like to appear before the council at their next regular meeting.

The Committee is requesting that we be allowed to have a carnival during the 1986 Crystal Frolics. The site selected is Florida Ave. between 55th & 56th Ave. N. We are requesting that we be given permission to block off that portion of Florida from Thurs July 24 thru Mon July 28. Set up of the rides and concessions would begin Thursday afternoon and would be removed by noon on Monday.

Thank you for your consideration of this request.

Regards

Donald L. Toavs
Crystal Frolics Committee
Secretary - Crystal Firefighters Relief Assoc.

City of Crystal



ADMINISTRATIVE OFFICE

October 18, 1985

TO: Environmental Commission
 FROM: Nancy Deno, Administrative Assistant
 RE: Meeting of November 21, 1985

The next regular meeting of the Environmental Commission is Thursday, November 21, 1985, at 7:30 P.M. in the City Hall. The agenda appears to be as follows:

AGENDA

1. Approval of the October 17, 1985 meeting minutes.
2. Old Business
 - a. Refuse hauling - ordinance
 - b. Cable TV - training
 - c. Recycling - Brunswick Church
 - d. Name change - status report
 - e. Fertilizers in Twin Lake - status report
 - f. Membership - status report
3. New Business
4. Other Business
5. Adjournment

We need a quorum!!! Please attend. If you cannot attend please call me at 537-8421.

Nancy Deno

Bill Guber

Nov. 18, 1985

Due to the fact I now live in Anoka, MN.
 I hereby resign from the Environmental Commission
 effective immediately.

May we have good work!

Mike Schaff

GMHCO

GEORGE M. HANSEN COMPANY, P.A.

A Professional Corporation of Certified Public Accountants

September 20, 1985

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

Dear Jack:

Enclosed is our proposal regarding the 1985 audit of the City.

Included in the proposal is our estimate of the additional fee for the work necessary to comply with the "Legal Compliance Audit Guide" from the Office of the State Auditor.

The "Guide" is required to be incorporated into all 1985 audits of governmental units. The sixty page guide focuses on; depositories, investments, conflicts of interest, indebtedness, bid laws, claims and disbursements.

The Office of the State Auditor should be sending you a letter setting forth this requirement in the near future.

If our actual time is less than the estimate, we will reduce our fee accordingly.

Please call me if you have any questions.

Very truly yours,

GEORGE M. HANSEN COMPANY, P.A.



J. Gregory Murphy

JGM:kmh

Enclosure

September 20, 1985

City Council
City of Crystal

Dear Council Members:

This letter will confirm our understanding of the arrangements covering our audit work for the City of Crystal, Minnesota for the year ending December 31, 1985.

We will examine the combined balance sheet as of December 31, 1985, and the related combined financial statements for the year then ended. Our examination will be made in accordance with generally accepted auditing standards and will include such tests of the accounting records and such other auditing procedures as we consider necessary in the circumstances. The objective of our examination is to express an unqualified opinion on the financial statements, although it is possible that facts or circumstances encountered may require us to express a less than unqualified opinion.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected customers, creditors, legal counsel and banks. At the conclusion of our examination, we will request certain written representations from your staff about the financial statements and matters related thereto.

The fair presentation of financial position and results of operations in conformity with generally accepted accounting principles is management's responsibility. Management is responsible for the development, implementation and maintenance of an adequate system of internal accounting control and for the accuracy of the financial statements. Although we may advise you about appropriate accounting principles and their application, the selection and method of application are responsibilities solely of management.

Our engagement is subject to the inherent risk that material errors, irregularities or illegal acts, including fraud or defalcations, if they exist, will not be detected. However, we will inform you of any such matters that come to our attention.

City Council
City of Crystal

September 20, 1985

Page 2

Fees for our services are based on our regular per diem rates, plus out-of-pocket expenses, all of which will be billed as our work progresses. Our fee for this engagement will not exceed \$12,900. This fee includes the audit of Federal programs in accordance with applicable regulations. Should any situation arise that would increase this estimate, we will, of course, advise you.

For 1985, we are required by the State Auditor to audit and report on the City's legal compliance in certain specified areas. We estimate that our fee for the additional work necessary under this requirement will not exceed \$800.

Whenever possible, we will attempt to use your personnel. This effort could reduce our time requirements and help you hold down audit fees.

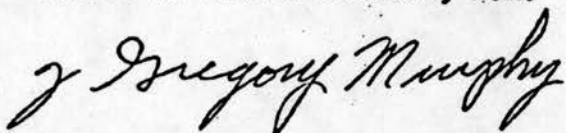
During the course of our work, we may observe opportunities for economy in or improved controls over your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

Please indicate your agreement to these arrangements by signing the attached copy of this letter and returning it to us.

We appreciate your confidence in retaining us as your certified public accountants and look forward to working with you and your staff.

Very truly yours,

GEORGE M. HANSEN COMPANY, P.A.



J. Gregory Murphy

JGM:kmh

Enclosures

Approved by: _____

City of Crystal, Minnesota

_____ Date

November 20, 1985

TO: ✓ John T. Irving, City Manager
 John A. Olson, Assistant City Manager

FROM: Leslie Nerenberg, Redevelopment Coordinator

RE: CDBG Year X Activity

I spoke to Barb Hayden today (our Hennepin County CDBG representative) about reallocating the \$3,000 Year X money which was never spent from the Special Assessment Grants category, to the Acquisition category. I recommended we do this since all Year X activities must be spent or forfeited by January 1, 1986.

We can use the \$3,000 along with the \$69,759 already available in the Acquisition category to acquire the Steven Hall property.

Barb stated that we would need Council action to make this transfer. Therefore, I have attached a Council resolution approving this transfer. I recommend that the Council approve the resolution at its meeting of Tuesday, December 3, 1985.

RESOLUTION NO. 85-

RESOLUTION APPROVING TRANSFER OF YEAR X COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDS FROM ONE PROJECT TO ANOTHER

WHEREAS, the City of Crystal had allocated \$3,000 from Year X Community Development Block Grant Funds for Special Assessment Grants, and

WHEREAS, the City of Crystal has not utilized this money as yet, and

WHEREAS, all Year X Community Development Block Grant activities must be completed and billed by January 1, 1986 or reallocated to a different Year X project and spent by January 1, 1986, and

WHEREAS, the City of Crystal can use this \$3,000 to supplement the \$69,759 already allocated to the Acquisition Project,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Crystal that the \$3,000 be reallocated to the Acquisition Project No. 001, and be utilized by January 1, 1986 to be reimbursed for the acquisition of a property in the Bass Lake Road Project area.

Twin West*

CHAMBER OF COMMERCE

400 South County Road 18, Shelard Plaza South, Suite 352
St. Louis Park, Minnesota 55426, Telephone (612) 540-0234

November 22, 1985

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

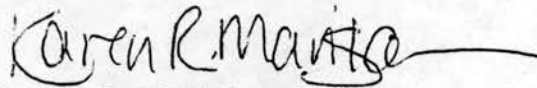
Dear Jack:

Wednesday, January 22nd the TwinWest Chamber of Commerce would like to hold its Board of Directors Meeting and Crystal Community Coffee Break at City Hall.

The Board meeting begins at 7:00 a.m. and runs until 8:30 a.m. We need coffee and a room which accommodates 25 people. The Coffee Break is 8:00-9:00 a.m. As we discussed, the city would provide the coffee and rolls.

Our Board met at St. Louis Park City Hall in November, and is anxious to get out to all the cities this year. If you have any questions, please call me.

Sincerely,



Karen R. Mariska
Assistant Director

KRM:sf



SENT WITH PRELIMINARY AGENDA 12/13/85

Council minutes of 12/3/85.

Planning Comm. minutes of 12/9/85.

Letter from MN Rec. & Park Ass'n. of 12/4 re Ed Brandeen award.

Memo from City Engr. of 12/12 re Taco Bell impr.

Contract w/Cromer Management.

Developer's agreement w/Becker Park Housing Ltd. for senior housing project; changes from Attorney.

List of fund transfers; memo from Treas. of 12/3.

Res. cancelling certain checks.

Letter of resignation of Steve Leppa from Plann. Comm.

Salary history from 1980 to 1985 for non-union employ

Park & Rec. Adv. Comm. minutes of 11/6/85.

Park & Rec. Dept. Nov. report.

Env. Comm. minutes of 11/21 & agenda for 12/19 mtg.

Letter from F. Feyereisen & Joe Thorne re resignation from Plann. Comm. dated 12/9.

Report from SRA of 12/9 re NSP case re rates.

Memo from SRA of 12/4 re 1985 NSP Electric case; press release in NSP case.

Letter from League re vacancy on IMCIT Board of Trustees dated 12/4/85.

SENT WITH AGENDA 12/17/85

Agreement w/State of MN for sewer system near Nicklow

Copy of res. for same.

COUNCIL AGENDA

December 17, 1985

Pursuant to due call and notice thereof, the regular meeting of the Crystal City Council was held on December 17, 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
____ Smothers
alt Herbes
alt Langsdorf
____ Aaker
____ Moravec
____ Rygg

Staff

✓ Irving
✓ Kennedy
✓ 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 December 3, 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, January 7, 1986 as the date and time for the public hearing at which time the City Council will sit as a Board of Adjustments and Appeals to consider a request from Dallas Development Company for a variance of 12 parking spaces of the required 71 spaces at 2960 Winnetka 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 m to approve the Consent Agenda.

Motion Carried.

REGULAR AGENDA

- ✓ 1. A representative from the Minnesota Recreation and Park Association appeared before the City Council to present a Distinguished Service Award to Ed Brandeen, Park and Recreation Director. *Clifton French Assoc. Pres.*

- ✓ 2. A representative from the Suburban Hennepin Regional Park District appeared before the City Council to present a report regarding the park system in Hennepin County.

Marty Jessen Assoc. Director

December 17, 1985

3. The City Council considered the ~~First Reading~~ of an ordinance amending provisions of the Zoning Code relative to establishing amusement centers as a conditional use in the I-2 (heavy industrial) District. (5 votes needed for approval)

Mike Fisher, proponent.

(1) Or if $\rightarrow \alpha \xi + \beta \eta$, $C_1 C_2 = \frac{1}{\sqrt{2}} \begin{pmatrix} 1 & -1 \\ 1 & 1 \end{pmatrix}$

6. G. 2403
in the
Dial 16: 1, 2, 3
1-22-1900
Alto.

Moved by Councilmember _____ and seconded by Councilmember _____ to adopt the following ordinance:

ORDINANCE NO. 85-

AN ORDINANCE RELATING TO ZONING:

and further, that the second and final reading be held on January 7, 1986.

Motion Carried.

Moved by Councilmember _____ and seconded by Councilmember _____ to (deny) (continue until _____) the discussion of the First Reading of an ordinance amending provisions of the Zoning Code relative to establishing amusement centers as a conditional use in the I-2 District.

Motion Carried.

4. The City Council considered a request from Taco Bell for a conditional use permit to allow construction of a convenience food establishment in a B-3 District, property located at 6800 - 56th Avenue North.

Doug Sinclair OO 8 7 1 Taco Bell
John Bappa 3 7 6

Moved by Councilmember H and seconded by Councilmember Sm to (approve) (deny) (continue until _____ the discussion of) Application #85-43 for a conditional use permit to allow construction of a convenience food establishment in a B-3 District at 6800 - 56th Avenue North.

Motion Carried.

December 17, 1985

5. The City Council considered setting surety in the amount of \$20,000 as a guarantee of faithful performance of certain work requirements as a condition of building permit approval for Taco Bell, 6800 - 56th Avenue North.

① Moved by Councilmember H and seconded by Councilmember S to set surety in the amount of \$20,000 as a guarantee of faithful performance of certain work requirements as a condition of building permit approval for Taco Bell at 6800 - 56th Avenue North.

Motion Carried.

Moved by Councilmember _____ and seconded by Councilmember _____ to (deny) (continue until _____ the discussion of) setting surety in the amount of \$20,000 for Taco Bell, 6800 - 56th Avenue North.

Motion Carried.

6. The City Council considered final approval of the plat Conservation Systems 2nd Addition located at 5241 West Broadway.

*Norcheide
Property
Managements*

*Certified
12/18/85*

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

RESOLUTION NO. 85-105

A RESOLUTION APPROVING PLAT

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) final approval of the plat Conservation Systems 2nd Addition.

Motion Carried.

December 17, 1985

7. The City Council considered final approval of the plat Roberta Addition located at the northwest corner of 56th & Vera Cruz.

*Donald E.
Roberta A
Swenson*

Certified

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

RESOLUTION NO. 85-106

A RESOLUTION APPROVING A PLAT

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) the final approval of the plat Roberta Addition.

Motion Carried.

8. The City Council considered a request from Nordquist Sign Company for a variance to Section 406.17, Subd. 2d) to allow a sign which does not have the 10' clearance at 5701 Kentucky Avenue North.

Moved by Councilmember Don and seconded by Councilmember Ry to (approve) (deny) (continue until _____ the discussion of) a request from Nordquist Sign Company for a variance to Section 406.17, Subd. 2d) to allow a sign which does not have the 10' clearance at 5701 Kentucky Avenue North.

Motion Carried.

*O S Am La M a
- H Ry*

*- H - - - - -
- Don
- B, -*

9. The City Council considered a request from Nordquist Sign Company for a variance to Section 406.17, Subd. 2d) for a monument sign which does not have a 10' clearance underneath at 7000 - 57th Avenue North.

Moved by Councilmember La and seconded by Councilmember m to (approve) (deny) (continue until _____ the discussion of) a request from Nordquist Sign Company for a variance to Section 406.17, Subd. 2d) for a monument sign which does not have 10' clearance underneath at 7000 - 57th Avenue North.

Motion Carried.

10. The City Council considered a contract with Cromer Management for the Employee Assistance Program.

Res. 85-107

Moved by Councilmember m and seconded by Councilmember Am to (approve) (deny) (continue until _____ the discussion of) the contract with Cromer Management for Employee Assistance Program.

Motion Carried.

11. The City Council considered the developer's agreement with Becker Park Housing, Ltd. for the senior housing project.

Am - Ac - G - 4B,

Res 85-108

12. The City Council considered transfers within the 1985 City of Crystal Budget.

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

RESOLUTION NO. 85- 109

A RESOLUTION TRANSFERRING FUNDS

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 transferring funds.

Motion Carried.

13. The City Council considered a resolution cancelling certain checks.

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

RESOLUTION NO. 85- 110

A RESOLUTION CANCELLING CERTAIN CHECKS

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 cancelling certain checks.

Motion Carried.

December 17, 1985

- ✓ 14. The City Council considered the resignation of Steven Leppa from the Planning Commission and from the Long-Range Planning Commission.

Moved by Councilmember S and seconded by Councilmember H to (approve) (deny) (continue until _____ the discussion of) the resignation of Steven Leppa from the Planning Commission and the Long-Range Planning Commission, and to direct the City Manager to send him a letter of thanks and appreciation.

Motion Carried.

- ✓ 15. The City Council considered entering into agreement #63114 with the State of Minnesota for the ditch work near Nicklow Shopping Center.

10/1/85
32/ Nicklow's

118,800
47,000
71,600

Res 85-111

Certified 12/18/85

Moved by Councilmember H and seconded by Councilmember Ry to enter into agreement #63114 with the State of Minnesota for the ditch work near Nicklow Shopping Center. → 2 fir ✓

Motion Carried.

Moved by Councilmember _____ and seconded by Councilmember _____ to (deny) (continue until _____ the discussion of) entering into agreement #63114 with the State of Minnesota for the ditch work near Nicklow Shopping Center.

Motion Carried.

- ✓ 16. The City Council considered the 1986 salaries for non-union employees.

APPLICATIONS FOR LICENSE
December 17, 1985

GASOLINE STATIONS: (\$36.25 Station + \$7.25 ea. hose connection)

Big B's Gas & Goods, 6000 42nd Ave. N. (6 hose conn.)
Crystal Skelly Service (aka Crystal Texaco), 5626 W. Broadway (4 hoses)
Crystal Skyways, Crystal Airport (2 hose conn.)
Douglas Drive Servicenter, 3401 Douglas Drive (9 hose conn.)
Holiday Stationstore, 5521 Lakeland Ave. N. (12 hose conn.)
Sinclair Marketing, 5417 36th Ave. N. (10 hose conn.)

PRIVATE GASOLINE DISPENSING: (\$14.25 1st hose + \$7.25 ea. addn'l.)

Crystal Auto Service & Sales, 5551 Lakeland Ave. N. (1 hose)
Metropolitan Airports Comm., Crystal Airport (2 hose conn.)
Robbinsdale Transfer, 5232 Hanson Court (1 hose)

AUTO JUNK YARD: (\$220.00 per yr.)

Crystal Auto Parts, 5208 Hanson Court

COURTESY BENCHES: (\$20.00 ea.)

United States Bench Corp. (16 benches)

DEALER IN SECOND HAND GOODS: (\$44.00 per yr.)

American Council of the Blind Enterprises & Services, 4713 36th Ave. N.
Barbaras' Consignment Apparel

LAUNDROMAT: (\$30.25 per yr.)

Crystal Cleaners, 6016 42nd Ave. N.
Gold Eagle of Crystal, 6924 56th Ave. N.

BOWLING ALLEYS: (\$10.50 per lane)

Doyle's Bowling & Lounge, 5000 West Broadway (32 lanes)

COIN-OPERATED AMUSEMENT DEVICES: (\$104.50 ea. machine)

Holiday Stationstore, 5521 Lakeland Ave. N. (1)
Advance Carter for Chalet Bowl, 3520 N. Lilac Drive (7)
" " " Godfather's Pizza, 99 Willow Bend (4)
" " " Nicklow's (5)
" " " Paddock Bar (5)
" " " Steve-O's (6)
Superior Music Co. for Palace Inn, 5607 West Broadway (2)

APPLICATIONS FOR LICENSE

December 17, 1985

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

Big B's Gas & Goods, 6000 42nd Ave. No.
Coca Cola Bottling Midwest, Inc. at Glen's Dairy Store
Coca Cola Bottling Midwest, Inc. at Chalet Liquor
Coca Cola Bottling Midwest, Inc. at Twin City Exteriors
Coca Cola Bottling Midwest, Inc. at Midas Muffler
Coca Cola Bottling Midwest, Inc. at Rapid Oil
Coca Cola Bottling Midwest, Inc. at Crystal Marine
Coca Cola Bottling Midwest, Inc. at Crystal Skyways
Coca Cola Bottling Midwest, Inc. at Douglas Drive Clinic
Coca Cola Bottling Midwest, Inc. at Doyles Lanes
Coca Cola Bottling Midwest, Inc. at Forest School
Coca Cola Bottling Midwest, Inc. at Ford Aviation Tower
Coca Cola Bottling Midwest, Inc. at Fournier Furniture
Coca Cola Bottling Midwest, Inc. at Gourmet Pizza
Coca Cola Bottling Midwest, Inc. at Hauglands
Coca Cola Bottling Midwest, Inc. at Cavanagh School
Coca Cola Bottling Midwest, Inc. at Jewelry Plus
Coca Cola Bottling Midwest, Inc. at Auto Pro
Coca Cola Bottling Midwest, Inc. at Lou Ann Terrace Apts.
Coca Cola Bottling Midwest, Inc. at Maxwell Aircraft
Coca Cola Bottling Midwest, Inc. at Motor Parts Service
Coca Cola Bottling Midwest, Inc. at Neill School
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Coca Cola Bottling Midwest, Inc. at Perkins
Coca Cola Bottling Midwest, Inc. at Royal Crown Motel
Coca Cola Bottling Midwest, Inc. at St. James Lutheran Church
Coca Cola Bottling Midwest, Inc. at Sun Health of Crystal
Coca Cola Bottling Midwest, Inc. at Universal Steel
Coca Cola Bottling Midwest, Inc. at Vera Slater Beauty School
Coca Cola Bottling Midwest, Inc. at B & R Service Center
Coca Cola Bottling Midwest, Inc. at Citgo Petro
Coca Cola Bottling Midwest, Inc. at E Z Stop
Coca Cola Bottling Midwest, Inc. at Palace Liquor
Coca Cola Bottling Midwest, Inc. at Sinclair Service, 36th Ave.
Coca Cola Bottling Midwest, Inc. at Sinclair Serv., W. Bdwy.
Cosmopolitan Motel, 3431 Vera Cruz
D & B Hair Design, 5524 Douglas Drive
D.L. Service Co. at Crystal Marine, 5712 Lakeland No.
Douglas Drive Service Center, 3401 Douglas Drive
Motor Parts Service, 5140 West Broadway
Noble Drug Company, 4705 36th Ave. No.
North Star Bank, MN, 7000 Bass Lake Road (2)
Tri Town Auto Supply, 3539 Douglas Drive
Vera Slater Beauty School, 6406 Bass Lake Road
Woodside Enterprises at Arnolds Grill, 5518 Lakeland No.
Doyles Bowling & Lounge, 5000 W. Bdwy. (4)

APPLICATIONS FOR LICENSE
DECEMBER 17, 1985

VENDING - Perishable (\$22.00 1st mach + \$7.75 ea. addnl
mach. in same loc.)

Douglas Drive Service Center, 3401 Douglas Drive
North Star Bank of MN, 7000 56th Avenue North
Vera Slater Beauty School, 6406 Bass Lake Road
Vend-Serv Inc., at Universal Plastic, 3252 Winpark Dr. (2)
Doyles Bowling & Lounge, 5000 W. Bdwy. (2)

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

Godfather's Pizza, 99 Willow Bend, 1985, (new) 1986

CIGARETTES: (\$12.00 ea. machine and/or over counter sales)

Godfather's Pizza, Inc. dba Godfather's Pizza, 99 Willow Bend (1985)
(new)

Bradley Carlson dba Big B's, 6000 - 42nd Ave. N.
Chalet Liquors, Inc., 5301 36th Ave. N.
Clark's Submarine Sandwich, 5358 W. Broadway
Country Club Market #16, 5321 36th Ave. N.
Douglas Drive Servicenter, 3401 Douglas Drive
Doyle's Bowling & Lounge, Inc., 5000 West Broadway
Glen's Dairy Store, 4800 Idaho Ave. N.
Godfather's Pizza, 99 Willow Bend
Holiday Stationstores, 5521 Lakeland Ave. N.
Medical Center Pharmacy, 5640 West Broadway
Noble Drug, 4705 36th Ave. N.
Paddock Bar & Lounge, 5440 Lakeland Ave. N.
Shinder's, at Crystal Gallery, 5546 West Broadway
Sinclair Marketing, 5417 36th Ave. N.
Snyder Drug Store #13, 103 Willow Bend
Stephen's Liquor Store, 2728 Douglas Drive
Tally Ho Cafe, 5216 West Broadway
Jim's Tom Thumb Superette #1, 5120 56th Ave. N.
Tom Thumb Superette #125, 2708 Douglas Drive
Tom Thumb Store #233, 4711 36th Ave. N.
United Liquors #3, 3530 Douglas Drive
Waldo's Pizza Joynt, 307 Willow Bend

BULK STORAGE, GASOLINE & OIL: (\$72.75 ea. location)

Sipe & Gray Oil Company, Crystal-Soo Tracks (2 locations)

APPLICATIONS FOR LICENSE
DECEMBER 17, 1985

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

Doyles Bowling & Lounge, Inc., 5000 W. Bdwy.
Clarks Submarine Sandwich, 5358 West Broadway
Eggies Breakfast, 6418 Bass Lake Road
Kentucky Fried Chicken, 6624 56th Avenue North.
Perkins Restaurant, 5420 West Broadway
V.F.W. 494, 5222 56th Avenue North
Waldo's Pizza Joynt, 307 Willow Bend
Tally Ho, 5216 W. Broadway

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

Big B's Gas & Goods, 6000 42nd Avenue North
Fanny Farmer Candy Shops, Crystal Shopping Center
General Nutrition Center, 223 Willow Bend
Glen's Dairy Store, 4800 Idaho Ave. North
Melford Olson Honey Company, 5201 Douglas Drive (2 fac)
Noble Drug Company, 4705 36th Avenue North
Snyder's Drug Stores #13, 103 Willow Bend
Tom Thumb Superette #125, 2708 Douglas Drive
Tom Thumb Superette #233, 4711 36th Avenue North

FOOD ESTABLISHMENT - Special Food Handling (\$33.00)

Chalet Liquors, Inc., 5301 36th Avenue North
Marshalls, Inc., 201 Willow Bend
Paddock Bar & Lounge, 5540 Lakeland North
Tesch's Hallmark Cards & Gifts, 221 Willow Bend
United Liquors #3, 3530 Douglas Drive
Munch Box Snacks, Shingle Creek Pkwy.

FOOD ESTABLISHMENT - Church (Exempt)

Brunswick Methodist Church, 6122 42nd Ave. North

FOOD ESTABLISHMENT - Schools & Institutions (Exempt)

Crystal/New Hope Montessori Center, 7323 58th Ave. No.

LODGING - 16-35 Units (\$45.00)

Cosmopolitan Motel, 3431 Vera Cruz Ave. No.
Royal Crown Motel, 6000 Lakeland Ave. No.

KENNEL - Private (\$27.50)

James Corbett, 6410 Corvallis Ave. North

KENNEL - Commercial (36.25)

Beltline Pet Hospital, Ltd., 3443 Vera Cruz No.

APPLICATIONS FOR LICENSE
December 17, 1985

MUSIC BOX: (\$20.00 ea. box)

Beek's Pizza, 6408 56th Ave. N. (1)
Chalet Bowl, 3520 Lilac Drive N. (1)
Doyle's Bowling & Lounge, 5000 West Broadway (1)
Nicklow's, 3516 N. Lilac Drive (1)
Paddock Bar, 5540 Lakeland (1)
V.F.W. Post #494, 5222 56th Ave. N.

PLUMBING: (\$30.25)

Hutton & Rowe, Inc.
Randy Lane & Sons Plumbing
Metropolitan Mechanical Contractors
R. J. Miller Plumbing & Heating, Inc.
Julius H. Klein and Standard Plbg. & Appliance Co., Inc.
Kenneth Gause dba Thompson Plumbing Company

GAS FITTERS: (\$30.25)

Raymond Knoblauch & Able Mechanical Services
American Burner Service Inc.
Dependable Heating & Air Conditioning
Maple Grove Heating & Air Conditioning Inc.
Metropolitan Mechanical Contractors

December 13, 1985

Dear Councilmembers:

Mr. Irving has asked me to prepare the preliminary agenda for next Tuesday's Council meeting to give him an opportunity to catch up with items which have come up during his attendance at the National League of Cities Conference in Seattle.

I believe most of the items are self-explanatory in that they are mostly routine items.

The minutes of the regular meeting of December 3, 1985, are enclosed for your review.

Consent Agenda

ITEM

SUPPORTING DATA

- | | |
|--|---|
| 1. Set Public Hearing to consider a request from Dallas Development Company for a variance of 12 parking spaces of the required 71 spaces at 2960 Winnetka Ave. N. | Planning Commission minutes of 12/9/85, Item 5. |
|--|---|

Regular Agenda

- | | |
|---|--|
| 1. Presentation of the Minnesota Recreation & Park Association to Ed Brandeen in recognition of his award by that organization. | Letter from Minnesota Recreation & Park Ass'n. of 12/4/85. |
| 2. Appearance by the Suburban Hennepin Regional Park District to present a report to the Council. | None. |

This report will include a 15-minute video tape presentation regarding the park system in Hennepin County.

- | | |
|--|--|
| 3. Consideration of an amendment to the Zoning Code establishing amusement centers as a conditional use in the I-2 (heavy industrial) District. | Planning Commission minutes of 12/9, item 1. |
| 4. Consideration of a request from Taco Bell for a conditional use permit to allow construction of a convenience food establishment in a B-3 District at 6800-56th Ave. N. (old Nankin Express). | Planning Commission minutes of 12/9, item 2. |

5. Consideration of setting surety in the amount of \$20,000 for work requirements for Taco Bell at 6800 - 56th Ave. N. Memo from City Engineer of 12/12.
 6. Consideration of final approval of the plat Conservation Systems 2nd Addition located at 5241 West Broadway. Planning Commission minutes of 12/9, item 4.
 7. Consideration of final approval of the plat Roberta Addition located at the northwest corner of 56th & Vera Cruz. Planning Commission minutes of 12/9/85, item 7.
 8. Consideration of a request from Nordquist Sign Co. for a variance to Section 406.17, Subd. 2 d) to allow a sign which does not have the 10' clearance at 5701 Kentucky Ave. N. None.
 9. Consideration of a request from Nordquist Sign Co. for a variance to Sec. 406.17, Subd. 2 d) for a monument sign which does not have 10' clearance underneath at 7000 - 57th Ave. N. None.
 10. Consideration of a contract with Cromer Management for Employee Assistance Program. Copy of contract.
 11. Consideration of the developer's agreement with Becker Park Housing, Ltd. for the senior housing project. Copy of agreement; letter from Attorney of 12/13/85.
- The HRA considered the developer's agreement Thursday night. However, the two new members did not believe that they had sufficient time to review and approve the agreement. Therefore, the HRA will take action on this item next Monday (Dec. 16) after the informational meeting, about which you have already been contacted. The developer's agreement has been enclosed for you to read prior to the informational meeting. The HRA thought that this would be a good opportunity for you, as Councilmembers, to ask questions prior to making a decision Tuesday night.
- The changes in the agreement from what you had previously seen are explained in a letter from Dave Kennedy, which is enclosed.
12. Consideration of a resolution transferring funds. List of transfers; Memo from Treasurer of 12/3.

13. Consideration of a resolution cancelling certain checks. Copy of resolution.
14. Consideration of the letter of resignation from Steven Leppa from the Planning Commission and the Long-Range Planning Commission. Copy of letter.
15. Consideration of entering into agreement #63114 with the State of Minnesota for the ditch work near Nicklow Shopping Center. None.

The City's share is in the amount of \$118,569.88. I will enclose a copy of the agreement if it arrives here before the packet goes out. Otherwise, we will get it to you Monday night at that meeting.

16. Consideration of 1986 salaries for non-union employees. Salary history from 1980 to 1985.

The Council has not reviewed its own salaries since 1983 and may wish to consider that for a change in salary in 1987. As you will recall, there must be an election between the time of your action and the effective date of the salary increase.

One of the Councilmembers asked for salary increases from 1980 through 1985. I have enclosed that information for the rest of you.

I have also enclosed for your information, the following:

1. Park & Recreation Advisory Commission minutes of 11/6/85.
2. Park & Recreation Dept. November report.
3. Environmental Quality Commission minutes of 11/21 & agenda for the 12/19 meeting.
4. Letter from Fran Feyereisen and Joe Thorne dated 12/9 re resignations from Planning Commission.
5. Report from SRA of December 9 re NSP case.
6. Memo from SRA of 12/4 re 1985 NSP Electric case; press release in NSP case.
7. Letter from League re vacancy on LMCIT Board of Trustees dated 12/4/85.

Have a good weekend.

John

da
enc.

APPLICATIONS FOR LICENSE
December 17, 1985

GASOLINE STATIONS: (\$36.25 Station + \$7.25 ea. hose connection)

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December 17, 1985

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APPLICATIONS FOR LICENSE
DECEMBER 17, 1985

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addnl fac.)

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(new)

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APPLICATIONS FOR LICENSE
DECEMBER 17, 1985

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facility)

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United Liquors #3, 3530 Douglas Drive
Munch Box Snacks, Shingle Creek Pkwy.

FOOD ESTABLISHMENT - Church (Exempt)

Brunswick Methodist Church, 6122 42nd Ave. North

FOOD ESTABLISHMENT - Schools & Institutions (Exempt)

Crystal/New Hope Montessori Center, 7323 58th Ave. No.

LODGING - 16-35 Units (\$45.00)

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Royal Crown Motel, 6000 Lakeland Ave. No.

KENNEL - Private (\$27.50)

James Corbett, 6410 Corvallis Ave. North

KENNEL - Commercial (36.25)

Beltline Pet Hospital, Ltd., 3443 Vera Cruz No.

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December 17, 1985

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V.F.W. Post #494, 5222 56th Ave. N.

PLUMBING: (\$30.25)

Hutton & Rowe, Inc.
Randy Lane & Sons Plumbing
Metropolitan Mechanical Contractors
R. J. Miller Plumbing & Heating, Inc.
Julius H. Klein and Standard Plbg. & Appliance Co., Inc.
Kenneth Gause dba Thompson Plumbing Company

GAS FITTERS: (\$30.25)

Raymond Knoblauch & Able Mechanical Services
American Burner Service Inc.
Dependable Heating & Air Conditioning
Maple Grove Heating & Air Conditioning Inc.
Metropolitan Mechanical Contractors

DUE DATE: NOON, WEDNESDAY
DECEMBER 11, 1985

MEMO TO: John T. Irving, City Manager

FROM: John A. Olson, Assistant City Manager

ACTION NEEDED MEMO: From the December 3, 1985, Council Meeting

The items listed below are the actions requested by the City Council at their regular Council meeting of December 3, 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.

REGULAR AGENDA

<u>DEPARTMENT</u>	<u>ITEM</u>	
BLDG. DEPT.	1.	Public hearing to consider a request for variances at 3404 Zane Avenue North. ACTION NEEDED: Notify applicant of Council approval. ACTION TAKEN: Applicant present at meeting.
CITY ENGINEER	2.	Public hearing to consider special assessments for the sidewalk improvement project. ACTION NEEDED: Resolution approved. Proceed with special assessments. ACTION TAKEN: Resolution certified.
CITY MANAGER	3.	Consideration of the application of William Garber to the Community Television Corporation. ACTION NEEDED: Notify the CTC of the Council recommendation of William Garber. ACTION TAKEN: Letter sent 12-6-85.
CITY CLERK	4.	Consideration of Second Reading of an ordinance changing the name of the Environmental Commission to the Environmental Quality Commission. ACTION NEEDED: Publish ordinance. ACTION TAKEN: Ordinance sent for publishing.

<u>DEPARTMENT</u>	<u>ITEM</u>	
CITY CLERK	5.	Consideration of the Second Reading of an ordinance regarding flood plain boundaries. ACTION NEEDED: Publish ordinance. ACTION TAKEN: Ordinance sent for publishing. Two copies certified.
CITY CLERK	6.	Consideration of the Second Reading of an ordinance relating to legislative procedures. ACTION NEEDED: Publish ordinance. ACTION TAKEN: Ordinance sent for publishing.
CITY MANAGER	7.	Consideration of an agreement with Rosenthal, Rondoni and MacMillan, Ltd. for legal services. ACTION NEEDED: Notify the law firm of Council approval of contract for one year. ACTION TAKEN: Letter and agreement sent 12-6-85.
CITY ENGINEER	8.	Consideration of a resolution approving plans and specifications for the storm sewer by Nicklow Shopping Center. ACTION NEEDED: Notify the State of Council approval of resolution. ACTION TAKEN: Resolution certified 12-6-85.
CITY MANAGER	9.	Consideration of a voluntary assessment to help preserve tax increment financing. ACTION NEEDED: Notify State League of approval by Council. ACTION TAKEN: Notification in process.
CITY MANAGER	10.	Consideration of resolution requesting Suburban Rate Authority to act on behalf of the City. ACTION NEEDED: Notify Suburban Rate Authority of Council decision to join. ACTION TAKEN: Resolution certified and sent 12-6-85.

<u>DEPARTMENT</u>	<u>ITEM</u>	
CITY MANAGER	11.	Consideration of a request to have the City finance the Crystal Frolics parade and fireworks. ACTION NEEDED: Notify Finance Director of Council's direction to finance Frolics up to \$10,000 plus insurance costs. ACTION TAKEN: Finance Director notified.
CITY MANAGER	12.	Consideration of request to locate the carnival for the 1986 Frolics on Florida Avenue between 55th and 56th. ACTION NEEDED: Work with Frolics committee to come up with a site for Frolics carnival. ACTION TAKEN: In process.
CITY MANAGER	13.	Consideration of the resignation of Michael Schoff from the Environmental Commission. ACTION NEEDED: Send letter of appreciation and thanks to Mr. Schoff. ACTION TAKEN: Letter sent.
FINANCE DIRECTOR	14.	Consideration of contracting with George M. Hansen Company for the audit for 1985. ACTION NEEDED: Notify company of Council approval of contract for audit. ACTION TAKEN: Signed agreement sent 12-4-85.
REDEV. COORD.	15.	Consideration of a resolution approving transfer of Year X Community Development Block Grant funds from one project to another. ACTION NEEDED: Notify Hennepin County of Council approval of resolution. ACTION TAKEN: Resolution certified. Letter sent 12-4-85.

<u>DEPARTMENT</u>	<u>ITEM</u>	
POLICE CHIEF	16.	<p>Consideration of a request to get reports on emergency preparedness.</p> <p>ACTION NEEDED: Prepare written report on the emergency preparedness plan for disasters to be given to City Council and to have copies available for residents.</p> <p>ACTION TAKEN: Executive summary in process.</p>
ASST. CITY MGR.	17.	<p>ACTION NEEDED: Prepare article regarding emergency preparedness and location of emergency disaster shelters.</p> <p>ACTION TAKEN: Will be prepared for newsletter in January.</p>
CITY CLERK	18.	<p>Licenses</p> <p>ACTION NEEDED: Issue licenses.</p> <p>ACTION TAKEN: Licenses issued.</p>

TENTATIVE AGENDA

FOR THE DECEMBER 17, 1985, COUNCIL MEETING

1. Minutes of the regular meeting of December 3, 1985.

CONSENT AGENDA

<u>ITEM</u>	<u>SUPPORTING DATA</u>	<u>COMMENTS</u>
1. Set public hearing to consider a request from Dallas Development Company for a variance of 12 parking spaces of the required 71 parking spaces at 2960 Winnetka Avenue North.	Planning Commission minutes of 12/9/85, Item 5.	Planning Commission recommended approval.

REGULAR AGENDA

<u>ITEM</u>	<u>SUPPORTING DATA</u>	<u>COMMENTS</u>
1. Presentation by the Minnesota Recreation and Park Association to Ed Brandeen in recognition of his award by that organization.	Letter from Minnesota Recreation & Park Association dated 12/4/85.	City will present framed resolution from previous meeting.
2. Appearance by the Suburban Hennepin Regional Park District to present a report to the Council.	None	Presentation includes a 15 minute slide show.
3. Consideration of an amendment to the Zoning Code establishing amusement centers as a conditional use in the I-2 (heavy industrial) District.	Planning Commission minutes of 12/9/85, Item 1.	Planning Commission recommended approval.
4. Consideration of a request from Taco Bell for a conditional use permit to allow construction of a convenience food establishment in a B-3 District located at 6800 - 56th Avenue North (old Nankin Express).	Planning Commission minutes of 12/9/85, Item 2.	Planning Commission recommended approval.
5. Consideration of setting surety in the amount of \$20,000 for work requirements for Taco Bell at 6800 - 56th Avenue North.	Surety letter from City Engineer dated 12/12/85.	None

ITEM	SUPPORTING DATA	COMMENTS
6. Consideration of final approval of the plat Conservation Systems 2nd Addition located at 5241 West Broadway.	Planning Commission minutes of 12/9/85, Item 3.	Planning Commission recommended approval.
7. Consideration of final approval of the plat Roberta Addition located at the northwest corner of 56th and Vera Cruz.	Planning Commission minutes of 12/9/85, Item 7.	Planning Commission recommended approval.
8. Consideration of a request from Nordquist Sign Company for a variance to Section 406.17, Subd. 2d to allow a sign which does not have the 10' clearance at 5701 Kentucky Avenue North.	None	None
9. Consideration of a request from Nordquist Sign Company for a variance to Section 406.17, Subd. 2d for a monument sign which does not have 10' clearance underneath at 7000 - 57th Avenue North.	None	None
10. Consideration of a contract with Cromer Management for the Employee Assistance Program.	Copy of contract.	This organization has been the previous contractor for this program.
11. Consideration of 1986 salaries for non-union employees.	None	Council may wish to consider adjustment in their salaries for 1987.

INFORMATIONAL ITEMS:

1. Park & Recreation Advisory Commission minutes of 11/6/85.
2. Park & Recreation Department November report.
3. Env. Comm. minutes of "12/1/85 + agenda for 12/19 mtg."
4. Letter from Steven Leppa to Jan Ferguson re resignation from PR.
5. Report SRA of 12/9 re - NSP case
6. SRA of 12/4 re 1985 NSP election case, press release in NSP case
7. Letter from League re vacancy on LMCI Board of Trustees dated 12/14/85

SUMMARY OF CHANGES TO
BECKER PARK HOUSING DEVELOPER'S AGREEMENT

<u>Section (Page)</u>	<u>Old Language</u>	<u>New Language</u>	<u>Explanation</u>
1. 3.3 (7)	September 1, 1985	May 1, 1986	Reflects fact that construction will not start until next spring.
2. 4.3 (10)	December 31, 1986	May 1, 1987	Reflects 12 month construction period beginning on May 1, 1986.
3. 7.1 (14)	July 15, 1985	date of closing	Old date has passed, new language satisfies needs of City and HRA.
4. 7.7 (18)	(b)	stricken and substitute language inserted at new (c)	To restrict the opportunity of the Developer to terminate the project to changes in law which render necessary credit enhancement unavailable.
5. Exhibit F	paragraph "2"	paragraph "2"	Provide the Developer with an opportunity to challenge any MMV in excess of the MMV which would generate \$145,152 in increment.
6. Exhibit C	not previously attached	attached	
7. Exhibit D	not previously attached	attached	

BASS LAKE ROAD - ELDERLY PROPOSAL EVALUATION
SUMMARY CHART
January 27, 1984

	LINCOLN PROPERTIES	WALL COMPANIES	CDC & ARCHDIOCESE OF ST. PAUL & MINNEAPOLIS	JEROME CHOROMANSKI et.al.	ARK HOUSING & REDEVELOP- MENT, INC. (Boyer Palmer)	NORTHBRIDGE	ROMONCO
1. Type of Structure	6 stories 91 units Brick exterior	4 story mid-rise Wood frame construction Exterior: Brick walls w/stucco 3-3.5 million value	7 story Masonry Brick Facade Energy efficient walls & ceiling	3 stories Wood frame Brick veneer facing	3 stories Wood frame Brick & stucco Insulated walls & ceiling	6 stories Brick exterior Double glazed windows	----- 4.5 million value
2. Breakdown:	91 Total Units 81 - 1 BR - \$405-\$440 10 - 2 BR - \$475-\$515	90 Total Units 72 - 1 BR - \$442-\$500 (Avg. 575 sq. ft.) 18 - 2 BR - \$505-\$580 (Avg. 725 sq. ft.)	90 Total Units 45 - "202" units if funded, would know by 9/84. 45 - market rate units Low income rents - \$580 Market Rate rents - \$650 41 - 1 BR - 550 sq. ft. 38 - 1 BR - 650 sq. ft. 4 - 1 BR, HCP - 550 sq. ft. 7 - 2 BR - 850 sq. ft.	100 Total Units 20 - 1 BR - 540 sq. ft. 60 - 1BR - 600 sq. ft. 20 - 2BR - 800 sq. ft. Low Income Rents: \$445 Market Rate Rents: \$600	90 Total Units 40 - 1BR - 572-644 sq. ft. 25 - 1BR - 644 sq. ft. 5 - 2BR - 754 sq. ft. 20 - 2BR - 868 sq. ft. Low Income Rents: 1 BR-\$440; 2 BR-\$600 Market Rate Rents: 1 BR-\$520; 2 BR-\$680	90 Total Units 72 - 1BR - 520 sq. ft. 12 - 2BR - 650 sq. ft. 6 - 1BR, HCP - 560 sq. ft. Prices: \$560-\$675	90 Total Units Low Income Rent: \$500 High Income Rent: \$700
3. Method of Financing	Tax Exempt Housing Mortgage Note, insured through HUD "retirement residence" program.	-----	45 Units/HUD "202" Program Balance of funding/Tax Exempt Revenue Bonds	Request 100% Financing through Industrial Revenue Bonds issued by City	-----	-----	-----
4. City Concessions	-----	Want to discuss: T.I.F. Land write-down to 0.00	-----	IDRB's authorized by City of Crystal	-----	-----	-----
5. 50% Low & Moderate Income Requirement	Yes	Yes	Yes	No, only 20%	Land for \$1.00 - Interest rate reduction program - Tax Increment Financing	No, only 20-40% low to moderate estimated	Yes, 45 low income, 45 high income.
6. Common Space and Ammenities	Lounge 1 Hot meal/day Health & human services Child & Elderly Day Care Greenhouse Security Congregate Dining	Community Room w/kitchen and craft area Emergency call in apartments Security No health plan	Community Room Multi-Purpose Room Small kitchen Laundry each floor	Party Room Arts & Crafts Room Serving Kitchen Nurses Office, Health Care Coordinator Security - Emergency call in units	Yes, 45 low-income units; Also note Entrance fee requirement (\$7,100-10,750)	Multi-Purpose Activity Room Shuffleboard & Horseshoe Dinner At Door Program	-----
7. Management	Lincoln Properties and Dr. Mary Tjosvold	Canadian Financial Housing Corporation	Westminster Corporation (CDC's Subsidiary)	-----	No management firm selected yet	-----	-----
8. Setback Variances required?	Yes	No	Yes	No	No	No	-----
9. Parking	55 Surface stalls Some plug-in's provided	1:2 40 Underground 5 Surface stalls	22 Underground 43 Surface stalls	1:2 36 Underground 15 Surface stalls	1:1 61 Underground 29 Surface stalls	1:2 45 Surface stalls 9 Visitor spaces	-----

CONTRACT FOR PRIVATE DEVELOPMENT

Among

THE CITY OF CRYSTAL, MINNESOTA,

and

THE HOUSING AND REDEVELOPMENT AUTHORITY
OF THE CITY OF CRYSTAL

and

BECKER PARK HOUSING LIMITED PARTNERSHIP

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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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 \$5,865,000 General Obligation Tax Increment Bonds, Series 1985A, issued by the City to finance the acquisition of public redevelopment costs in the Becker Park-Bass Lake Road Redevelopment Tax Increment Financing District (TIF District) and related costs; 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 changes 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 in phases 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, February 1, 2008, or the date on which all of the TIF Bonds are defeased or otherwise paid or redeemed. .

(g) Mortgage and Holder. The term "mortgage" shall include a 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 or housing revenue bonds issued by the City in aid of the Project Area, except where the application of such terms would conflict with the legal requirements of such security interest or duty of a trustee.

- (h) Project Area. The geographic area within the TIF District.
- (i) Property. The real property located within the Project Area and collectively consisting of separate parcels of land described and numbered in Exhibit A.
- (j) Redevelopment Plan. Collectively, the Redevelopment Plan and the TIF Plan for the Project Area.
- (k) Tax Increment. The tax increments resulting from by increases in the assessed valuation of property in the TIF District.
- (l) 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

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 as the basis for its undertakings herein:

(a) The Developer has the legal authority and power to enter into this Agreement.

(b) If, 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 will obtain the necessary equity capital and 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 and is in conformity with the Redevelopment Plan.

(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 and construction and promotional 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.

(h) The Improvements consist of 90 dwelling units of rental housing for the elderly. In entering into this Agreement, the HRA has relied upon Developers representatoin that Dr. Mary Chesvold, a person skilled in the management of such facilities will be retained by Developer in a consultant or management capacity in connection with the Improvements. Developer represents that Dr. Chesvold will be so retained and that if for any reason Dr. Chesvold is unavilable for such employment Developer will, subject to the approval of the HRA, retain a person of comparable experience and qualifications for such employment.

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

- (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 to obtain and 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 make this Agreement void and release the parties from any obligation hereunder.

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

- (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, including the prompt adoption of necessary preliminary resolutions and other necessary plans and programs incumbent to the issuance of housing revenue bonds to assist in the financing of the Improvements.

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. The date of such purchase and sale is referred to herein as "Closing".

Section 3.2. Purchase Price. Except as hereinafter provided, the Developer shall pay at Closing a full purchase price for the

Property of \$2.00 per square foot (estimated 76,000 square feet: survey to control).

Section 3.3. Time of Closing. Closing shall occur 30 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 by May 1, 1986, this Agreement shall become void and the parties hereto shall be discharged from any further liability or obligation hereunder.

Section 3.4. Taxes and Assessments. Real property taxes and special assessments on the Property shall be adjusted pro rata between the parties at Closing.

Section 3.5. 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) deeds in the form indicated in Exhibit B; and
- (c) a title insurance commitment as described in Section 3.6.

Section 3.6. 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 survey of the Property and a copy of the commitment not later than 30 days prior to the date of Closing. The survey shall be a current survey of the Property prepared by a registered land surveyor certified to Developer and its Lender showing the location of

any improvements, all access roads, easements and encroachments and shall include reference to the recording document number. The Developer shall be allowed 30 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 3.7. 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;
- (d) 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 project, 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 3.8. [Blank]

Section 3.9. Utility, Street Relocation, and Public Improvements.

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.

b) Within 30 days following the execution of this Agreement, the City will provide the Developer and the HRA with plans and specifications showing the proposed relocation of all public streets, curb cuts and public utilities, and the location and nature and schedule for construction of all public improvements to be constructed by the City in connection with the Development.

c) The HRA and the Developer shall review such plans and specification and notify the City in writing within ten days after receipt whether they are approved. Failure to give such notice is deemed approval.

d) The City and the HRA represent that there exist or will exist public utilities serving the Property which are adequate to serve the purposes of the Improvements.

e) Developer shall install necessary utility improvements on the Property as described in the Construction Plans to enable connection to available public utilities, but shall not be assessed or otherwise required to pay for public improvements made by the City as part of the Project Area.

Section 3.10. Demolition. The HRA shall prior to Closing and at its sole cost and expense raze, demolish and remove all structures if any located on the Property. The HRA agrees that it will indemnify

and hold harmless the Developer from any claim or cause occasioned by or arising out of such activities.

Section 3.11. Site Assembly. It is the responsibility of the HRA to convey title to the Developer by deed which contains the existing legal descriptions contained in Exhibit A.

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 120 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 and other provisions of this Agreement, construction of the Improvements must be completed in accordance with the Schedule of Construction but in any event not later than May 1, 1987. 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 required 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 Improvements 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 as described in 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 build 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. Without written authorization from the HRA the Developer may 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 of each respective phase of 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 \$150,000. 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 \$150,000. The letter of credit shall be retained by the HRA and the City until the Certificate of Completion for the Improvements 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 are 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; and (8) it will not commence any other proceedings relating to the market value of the Property or the taxes to be paid thereon, 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 minimum market value contained in the Assessment Agreement.

ARTICLE VII.
FINANCING

Section 7.1 Financing. On or before the date of closing, the Developer shall submit to the HRA and the City reasonable evidence of permanent financing sufficient for construction of the Improvements. If the HRA and the City find that the mortgage financing is sufficiently assured 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 or other 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 consistent with the purposes of the Redevelopment Plan and the Agreement. The HRA shall not approve any Mortgage which does not contain terms that conform to the terms of Section 7.6 of this 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.

(a) 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, provided that the Mortgage provides that if the Holder of the Mortgage shall foreclose on the Property, the Improvements thereon, or any portion thereof, or accept a deed to the Property

in lieu of foreclosure, it shall consent to the Minimum Market Value set forth in the Assessment Agreement.

(b) In order to facilitate the obtaining of financing for the construction of the Improvements, the HRA agrees that they shall agree to any reasonable modification of this Article VII with respect to the rights of the City under any Mortgage secured by the Property or the Improvements thereon, or portion thereof, to accommodate the interests of the Holder of the Mortgage, provided, however, the the HRA determines, in its reasonable judgment, that any such modification(s) will adequately protect the legitimate interests and security of the City with respect to the Project. The HRA also agrees to consider such modification(s) of this Article VII with respect to other Holders, and to agree to such modifications if the HRA deems such modification(s) necessary and reasonable.

Section 7.7 Tax Exempt Financing: Other Conditions. The parties recognize and agree that the construction of the Improvements as contemplated by this Agreement is not financially feasible without the assistance of tax exempt financing in the form of Housing Revenue Bonds issued by the City and may not be financially feasible if changes in federal or state tax laws inhibit to a significant degree the ability of Developer to obtain additional limited partnership interests. The parties also recognize and agree that undertakings of the magnitude of the Project Area and the Improvements can only be undertaken pursuant to contractual agreements characterized by reasonable certainty and common expectations.

The parties therefore mutually agree as follows:

(a) if prior to Closing and in the opinion of nationally recognized bond approving counsel changes in federal law make it impossible for the City to issue and sell housing revenue bonds to assist in the construction of the Improvements this Agreement shall automatically terminate without further action by any party and be of no further force or effect;

(b) the obligations of the parties hereto shall not be modified in any way as a result of the federal legislation described in a) after the housing revenue bonds have been issued and sold by the City.

(c) If prior to May 1, 1986 the Developer has been unable to obtain a credit enhancement device to enable the Housing Revenue Bonds to be sold in definitive form, this Agreement shall terminate.

In the event of automatic termination pursuant to subparagraph (a) or (c) Developer agrees to execute and deliver to HRA and City a quit claim deed extinguishing Developer's interest in the Property under this Agreement.

Nothing in this section is to be construed to preclude the parties from modifying the terms and conditions of this Agreement by amendment as to modify or abrogate the good faith intent of all parties to diligently pursue the objectives of this Agreement.

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, and

(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) the fact that any significant change with respect to the identity of the Developer, the purchase of Developer's interest by any other party or parties is for practical purposes a transfer or disposition of the property then owned by the Developer,

that the 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 of Developer.

Section 8.2. Prohibition Against Transfer of Property and Assignment of Agreement. For the reasons set out in Section 8.1, the

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CONTRACT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT, made and entered into as of this _____ day of December, 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 BECKER PARK HOUSING LIMITED PARTNERSHIP, a Minnesota limited 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 or 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 District has been undertaken, will assist in carrying out the Project Area and the TIF 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

Developer represents and agrees that (except for associating with other individuals or entities and obtaining limited partnership investments), 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 8.3 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. A 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 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 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 revest 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 this Agreement, nor shall any such member, official, or employee participate in any decision relating to this 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 Consents: Approvals. The parties agree that where any consent, approval or extension of time is provided for in this Agreement that each will give reasonable consideration to all factors affecting such action and such consent, approval or granting of extension of time will not be unreasonably withheld.

Section 10.6 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 No.
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:

Becker Park Housing Limited Partnership
7205 Ohms Lane
Edina, Minnesota 55435
Attn: Charles W. DuFresne

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 10.7 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 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, MINNESOTA

By _____
Its Mayor

By _____
Its City Manager

BECKER PARK HOUSING LIMITED
PARTNERSHIP

By _____
Its General Partner

PROPERTY DESCRIPTION

That part of Lot 3, Block 1, First Federal Ron Dopp Second Addition, according to the plat thereof, on file and of record in the office of the Registrar of Titles, Hennepin County, Minnesota, lying southwesterly of a 60.00 foot radius curve, said curve is concave to the southwest and tangent to the northerly and easterly lines of said Lot 3.

Exhibit B

Corporation or Partnership
to Corporation or PartnershipNo delinquent taxes and transfer entered; Certificate
of Real Estate Value () filed () not required
Certificate of Real Estate Value No. _____

, 19 _____

County Auditor

by _____

Deputy

STATE DEED TAX DUE HEREON: \$ exempt

Date: _____, 19 _____

(reserved for recording data)

FOR VALUABLE CONSIDERATION, Housing and Redevelopment Authority in and for the
City of Crystal, a public corporation under the laws of
Minnesota, Grantor, hereby conveys and quitclaims to Becker Park Housing
Limited Partnership, Grantee,
a limited partnership under the laws of Minnesota, real property in
Hennepin County, Minnesota, described as follows:

All of the tracts and parcels of land described in attached Exhibit A
which is made a part hereof as if fully set out at this point

(if more space is needed, continue on back)

together with all hereditaments and appurtenances belonging thereto.

HOUSING AND REDEVELOPMENT AUTHORITY IN
AND FOR THE CITY OF CRYSTAL

Affix Deed Tax Stamp Here

By _____
Its Commission ChairpersonBy _____
Its Executive Director

STATE OF MINNESOTA

COUNTY OF HENNEPIN } ss.

The foregoing was acknowledged before me this _____ day of _____, 19____,
by Sharon Garber and John T. Irving,
the Commission Chairperson and Executive Director
of The Housing and Redevelopment Authority in and for the City of Crystal, a public corpora-
under the laws of Minnesota, on behalf of the public corporation. no:

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR NAME)

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

Tax Statements for the real property described in this instrument should
be sent to (include name and address of Grantee):

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

LeFevre, Lefler, Kennedy,
O'Brien & Drawz
2000 First Bank Place West
Minneapolis, Minnesota 55402
(612) 333-0543

EXHIBIT A

PROPERTY DESCRIPTION

That part of Lot 3, Block 1, First Federal Ron Dopp Second Addition, according to the plat thereof, on file and of record in the office of the Registrar of Titles, Hennepin County, Minnesota, lying southwesterly of a 60.00 foot radius curve, said curve is concave to the southwest and tangent to the northerly and easterly lines of said Lot 3.

Exhibit C

PRELIMINARY PLAN DOCUMENTS

Collectively the plans, drawings and specifications on file in the office of the HRA.

CONSTRUCTION SCHEDULE

Construction of all Improvements to be completed not later than May 1, 1987.

CERTIFICATE OF COMPLETION

The undersigned hereby certifies that BECKER PARK HOUSING LIMITED PARTNERSHIP, a Minnesota limited partnership, has fully and completely complied with its obligations under Article IV of that document entitled "Contract for Private Development," dated _____, 1985, between the HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF CRYSTAL (HRA), the CITY OF CRYSTAL (City) and BECKER PARK HOUSING LIMITED PARTNERSHIP (Developer) 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, by and between THE HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF CRYSTAL, MINNESOTA, a Minnesota public body corporate and politic (HRA) and BECKER PARK HOUSING LIMITED PARTNERSHIP, a Minnesota limited partnership (Developer):

WITNESSETH:

WHEREAS, parties have entered into a Contract for Private Development (Redevelopment Contract), dated _____, 1985, regarding the redevelopment of certain real property (Project) located in the Bass Lake Road-Becker Park Redevelopment Project Area in the City of Crystal; and

WHEREAS, it is contemplated that pursuant to the Redevelopment Contract the Developer will construct a residential housing development described as the Improvements in the Redevelopment Contract to be completed pursuant to the terms of the Agreement; and

WHEREAS, the HRA, the City and the Developer desire to establish minimum market values for said Property and the Improvements to be constructed thereon during the time of the private development, pursuant to Minnesota Statutes Section 273.76, Subdivision 8 which will be sufficient in amount to assure the prompt and timely payment of Tax Increment Bonds (Bonds) issued in part to assist in the development of the Property; and

WHEREAS, the HRA, the City and the City Assessor have reviewed the preliminary plans and specifications for the Improvements to be erected.

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

1. On January 2, 1986, the Minimum Market Value which shall be assigned to the Improvements and the Property described in Exhibit A and in the Redevelopment Contract shall be \$4,000,000.

2. In the event that for any reason the tax increment generated from the property for any year shall be less than \$145,152 (Deficiency), the parties hereto stipulate and agree that the City Assessor may adjust the minimum market value contained in paragraph 1 of this Agreement to reflect a minimum market value necessary to generate the annual tax increment equal to \$145,152 together with an amount necessary to pay the Deficiency amortized over the remaining term of the Bonds. The parties agree and stipulate that the minimum market value so adjusted from time to time shall be the Minimum Market Value as such term is used in this Agreement and shall be binding upon the parties hereto or their successors and assigns without further action by any party.

In the event that for any reason the tax increment generated from the property for any year shall be greater than \$145,152, the Developer shall have the right to challenge that part of the Minimum Market Value in excess of the amount of Minimum Market Value needed to generate a tax increment of \$145,152; provided, however, that nothing contained in this paragraph shall be construed as binding or obligating the City Assessor to accept such reduction in the Minimum Market Value.

3. 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.

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

5. This Agreement shall remain in effect and inure to the benefit and be binding upon the successors and assigns of the parties until February 1, 2008 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 (beginning with taxes payable in 1987) equals the total sum of \$3,048,208 whichever shall occur first.

6. 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

BECKER PARK HOUSING LIMITED
PARTNERSHIP

By _____
Its

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 Crystal,
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 Becker Park Housing Limited Partnership, a Minnesota
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)
)
COUNTY OF) SS.

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

Notary Public

Exhibit G

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: \$**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: BECKER PARK HOUSING LIMITED PARTNERSHIP

FOR 100% VALUE OF BENEFICIARY'S SIGNED STATEMENT (SIGNATURE VERIFIED
BY FINANCIAL INSTITUTION) AS FOLLOWS: "BECKER PARK HOUSING LIMITED
PARTNERSHIP HAS DEFAULTED ON THAT CERTAIN 'CONTRACT FOR PRIVATE
DEVELOPMENT,' DATED _____, 1985 BY AND BETWEEN THE HOUSING AND
REDEVELOPMENT AUTHORITY OF THE CITY OF CRYSTAL, THE CITY OF CRYSTAL
AND BECKER PARK HOUSING LIMITED PARTNERSHIP 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, ENDORSERS 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



CSI ELECTRIC, INC.
ELECTRICAL CONTRACTORS

5241 West Broadway • Minneapolis, MN 55429 • 612-533-3344

December 11, 1985

City of Crystal
4141 Douglas Drive North
Crystal, MN 55422

Attn: John T. Irving
City Manager

Dear Mr. Irving:

This letter will serve as my formal letter of resignation from both the Crystal Planning Commission and the Long-Range Planning Commission. This resignation will be effective as of December 31, 1985. I have very much enjoyed serving on the above commissions and look forward to beginning my term on the Crystal City Council.

Please inform the mayor and the City Council.

Yours very truly,

Steven C. Leppa

SCL/gl

STATEMENT OF AGREEMENT
BETWEEN
METROPOLITAN CLINIC OF COUNSELING, INC.
AND
CITY OF CRYSTAL

This agreement is for the period September 1, 1985 to August 31, 1986. In this agreement the term EMPLOYER refers to City of Crystal and MCC refers to Metropolitan Clinic of Counseling, Inc.

1. SERVICES. Metropolitan Clinic of Counseling (MCC), an affiliated company of Cromer Management, has agreed to provide diagnostic services (problem assessment and initial counseling) and referral services (motivational counseling, referral to competent care and follow-up) to all employees of the EMPLOYER, to the employee's dependents and household members.
2. SERVICE AVAILABILITY. Diagnostic and referral services will be available from any of the Metropolitan Clinic of Counseling's seven office locations in the Minneapolis-St. Paul metropolitan. Emergency and after-hours calls will be responded to by a professional staff member on a 24-hour daily basis.
3. ADDITIONAL SERVICES. MCC agrees to periodically provide to the EMPLOYER brochures aimed at maintaining employee awareness. MCC agrees to periodically provide to the EMPLOYER a statistical report regarding utilization of the services.
4. EMPLOYER RESPONSIBILITIES. To assure adequate acceptability and utilization of these diagnostic and referral services, the EMPLOYER agrees to participate in program exposure and employee education of the services available. Mailings to employees shall be the expense of the EMPLOYER. The EMPLOYER agrees to provide a list of names of employees covered under this program. The EMPLOYER agrees to provide MCC with a copy of its current hospitalization and health insurance policies which are relevant.
5. FEE. The base retainer fee for the agreement period is \$742.50. The base retainer fee is based upon the per employee rate of \$7.50++ for 99 employees. The base retainer fee will cover all diagnostic and referral services up to a 3.00% annual utilization.

The utilization fee will be billed for each one percent or portion thereof increase in the utilization above that covered in the base retainer fee, in accordance with the following retainer schedule:

Base Retainer Fee: (3.00% usage)	7.50/employee = 742.50
3.01 - 4.00%	10.00/employee = 990.00
4.01 - 5.00%	12.50/employee = 1237.50
5.01 - 6.00%	15.00/employee = 1485.00
6.00% or more = Maximum Fee	15.00/employee = 1485.00

Submission of an invoice for the utilization fee will be made, at MCC's discretion, when it is ascertained that the annual utilization will be within any of the listed utilization categories or at the conclusion of the contract period.

James B. Steebner
METROPOLITAN CLINIC OF COUNSELING, INC.

10-25-85
DATE

CITY OF CRYSTAL - MAYOR

DATE

CITY OF CRYSTAL - CITY MANAGER

DATE

CITY OF CRYSTALRESOLUTION

BE IT RESOLVED that the City of Crystal enter into Agreement No. 63114 with the State of Minnesota, Department of Transportation for the following purposes, to-wit: to provide for payment by the City to the State of the City's share of the costs of the storm sewer facilities construction and other associated construction work to be performed along and adjacent to the east side of Trunk Highway No. 100 (Lilac Drive) from Engineer Station 4+94 (35th Avenue North) to Engineer Station 13+90 (36th Avenue North) within the corporate city limits under State Project No. 2735-141 (T.H. 100=130).

BE IT FURTHER RESOLVED that the proper City Officers are hereby authorized and directed to execute such agreement.

CERTIFICATION

State of Minnesota

County of Hennepin

City of Crystal

I hereby certify that the foregoing Resolution is a true and correct copy of the resolution presented to and adopted by the Council of the City of Crystal at a duly authorized meeting thereof held on the _____ day of _____ 19____, as shown by the minutes of said meeting in my possession.

City Clerk



**the minnesota
recreation & park
association**

December 4, 1985

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

Dear Mr. Irving,

As per our conversation, we would like to present to Edward Brandeen, our highest award, the Distinguished Service Award, which he received at our recent annual conference. We will say a few words to the City Council at their regular meeting on Tuesday, December 17th at 7:00 PM. We appreciate the opportunity to recognize one of our members in this way. Thank you.

Very Sincerely Yours,

Kay S. Zwernik
Executive Director

cc: Ed Brandeen
Shari French

CITY OF CRYSTAL
FUND TRANSFERS

COUNCIL APPROVAL DATE 12/17/85

TRANSFER FROM CODE	TRANSFER TO CODE	EXPLANATION	AMOUNT
Impr. #65D Sealcoat	General	Sealcoat--Engr, Legal & Clerical	\$17,979.69
43-4310-501-32	01-3513		
Impr. #65D Sealcoat	General	Sealcoat--City Labor	29,476.37
43-4100-501-32	01-3513		
Impr #65D Sealcoat	Eq. Res.	Sealcoat--City Eq.	28,247.00
43-4393-501-32	72-3590		
Impr #64A BT Alley	General	Blacktop Alley--Engr, Legal,	829.16
42-4310-494-32	01-3513	& Clerical	
Impr #64A BT Alley	SS General	Blacktop Alley & SS--Engr,	632.26
42-4310-494-32	01-3513	Legal & Clerical	
Impr #65B	General	Grade & Base, C&G, BT, Sewer &	13,368.60
43-4310-499-32	01-3513	Water Lateral 45th Place--Engr,	
		Legal & Clerical	
Impr #65A Florida	General	Engr, Legal & Clerical, Fl Ave.	11,699.29
43-4310-498-32	01-3513	55th to 56th	
W & S Operating	General	1/2 of 1985 Administration	27,500.00
81-4990-000-23	01-3590	Overhead Costs	
W & S Operating	General	1/2 of 1985 Administration	27,500.00
81-4990-000-24	01-3590	Overhead Costs	
Street Lighting	General	Billing Costs for 1985	5,500.00
82-4990-000-32	01-3590		
Street Repair	C & G & Sidewalk Repairs Fd.	Transfer money to	2,522.86
01-4384-000-20	76-3590	C & G & Sidewalk Repair Fd.	

RESOLUTION CANCELLING CERTAIN CHECKS

Now, therefore, be it resolved that the following checks be cancelled
by the City of Crystal:

<u>Ck #</u>	<u>Date</u>	<u>Payee</u>	<u>\$</u>
62109	2-22-82	Golden Gloves	\$ 25.00
32391	4-23-82	Jeanne Jackson	18.00
66315	3-04-83	Law Enforcement Res. Ctr.	53.00
66776	8-04-83	Mike Richards	75.00
68236	12-07-83	Pat Aeyer Ceramic	620.00
70274	3-22-84	Henry Morton	77.00
71461	7-20-84	Universal Title	18.19
71865	8-15-84	Grandma B's	50.00
73129	11-28-84	Jean Stinn	24.50
73653	12-31-84	Don Busch	15.00
73735	1-25-85	City of New Hope	8.10
45680	3-06-85	Ron Halpaus	20.00
74182	3-08-85	U of M Seminar	40.00
			<hr/>
			\$ 1,043.79

check no.

259
85
47
4
66
47
19
66
51
55

December 12, 1985

Honorable Mayor & City Council
City of Crystal, MN

Re: Improvement Needs
Taco Bell
6800 - 56th Ave. North

Dear Councilmembers:

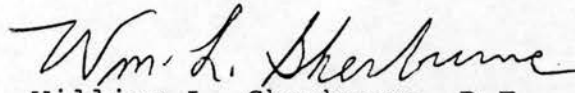
A study was made of the improvement needs as they pertain to the above-captioned site.

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 concrete driveway apron across boulevard.
- Construct 1 curb opening at driveway and repair sidewalk adjacent.
- Close 1 driveway opening in curb and repair sidewalk 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 1 handicap parking stall sign.
- Construct storm sewer and appurtenances to collect and dispose of all surface water on the site.
- Erect stop signs at exit from parking area.
- 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 \$20,000 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
Taco Bell, Douglas Sinclair, 2067 East 5th St., St. Paul 55119

Encls

M E M O R A N D U M

TO: John T. Irving, City Manager
FROM: Miles D. Johnson, City Treasurer
RE: Legal Fees Budget
DATE: December 3, 1985

I have checked with James Mossey to see if any reimbursement would be made for any increase in legal fees which we may incur because of the State DWI program.

He indicated there would be no reimbursement. I have estimated disbursements yet to be made in 1985 and have come up with the following:

<u>Legal Firm</u>	<u>To Date</u>	<u>Addnl Funds Needed</u>
Lefere (9 mo.)	\$ 16,568.40	\$ 3,000
Rosenthal (10 mo.)	48,278.20	<u>10,700</u>
		\$ 13,700
Balance in Emergency Allowance		\$ 11,400

Steve Sandwick indicated we will be getting a \$7,700 reimbursement from the State which we had not planned on for excess workhouse costs so we will have an estimated balance of about \$7,500 in that account which could be used.

MDJ:jt

DESIGN

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
COOPERATIVE CONSTRUCTION
AGREEMENT

AGREEMENT NO.

63114

S.P. 2735-141 (T.H. 100=130)
State Funds

Agreement between
The State of Minnesota
Department of Transportation, and
The City of Crystal

AMOUNT ENCUMBERED

(None)

Re: City cost storm sewer facilities
construction by the State on T.H.
100 (Lilac Drive) from 35th Ave.
No. to 36th Ave. No. in Crystal

ESTIMATED AMOUNT
RECEIVABLE

\$118,569.88

THIS AGREEMENT made and entered into by and between the State of
Minnesota, Department of Transportation, hereinafter referred to as
the "State" and the City of Crystal, Minnesota, acting by and
through its City Council, hereinafter referred to as the "City".

R.C.D.

WITNESSETH:

WHEREAS the State is about to award a contract for storm sewer facilities construction and other associated construction work to be performed along and adjacent to the east side of Trunk Highway No. 100 (Lilac Drive) from Engineer Station 4+94 (35th Avenue North) to Engineer Station 13+90 (36th Avenue North) within the corporate city limits in accordance with state plans, specifications and special provisions therefor designated as State Project No. 2735-141 (T.H. 100=130); and

WHEREAS said storm sewer facilities will collect and convey storm water drainage from both trunk highway right of way and adjacent city property; and

WHEREAS the City has expressed its willingness to participate in the costs of said storm sewer facilities construction and other associated construction work as hereinafter set forth.

IT IS, THEREFORE, MUTUALLY AGREED AS FOLLOWS:

ARTICLE I - CONSTRUCTION BY THE STATE

The State shall, in connection with the award of the construction contract, administration of said contract and the performance of construction engineering for State Project No. 2735-141 (T.H. 100=130), do and perform the following.

Section A. Contract Award

Duly advertise for bids and award a contract to the lowest responsible bidder for the Trunk Highway No. 100 (Lilac Drive) storm sewer facilities construction and other associated construction work in accordance with state plans, specifications and special provisions bearing the above state project number designation and which are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and are made a part hereof by reference with the same force and effect as though fully set forth herein.

Section B. Direction and Supervision of Construction

Direct and supervise all construction activities performed under said state project, and perform all construction engineering and inspection functions necessary for the satisfactory completion of said state project construction.

Section C. Plan Changes, Extra Work, Etc.

Make such changes in plans or in the character of the work for said state project construction, including the city cost participation construction hereunder, which are reasonably necessary to cause said state project construction to be in all things performed and completed in a satisfactory manner, and to that end and as supplemental to any contract let for the construction of said state project, to enter into any change orders or supplemental agreements

R.C.D.

with the state's contractor for the performance of any extra work or work occasioned by any necessary, advantageous or desirable changes in plans. However, the State's District Engineer at Golden Valley or his duly authorized representative will inform the City Manager or other appropriate city official of any proposed change order or supplement to the construction contract which will affect the city cost participation hereunder.

Section D. Satisfactory Completion of Contract

Do and perform all other acts and functions necessary to cause said state contract to be completed in a satisfactory manner.

ARTICLE II - BASIS OF PAYMENT BY THE CITY

Section A. Construction Costs

The City shall pay to the State, as the City's full share of the costs of the construction to be performed in accordance with Article I hereof, the costs of the construction described below under "CITY COST PARTICIPATION CONSTRUCTION" and of the costs of any contract change orders or supplemental agreements which may be necessary to complete said city cost participation construction and the cost of any settlements of claims made with the state's contractor in connection with said city cost participation construction.

R.C.D.

Said payment by the City hereunder of the City's share of construction costs shall be based on the final quantities of city cost participation construction work items performed or the final payment quantity in the case of plan quantity items multiplied by the appropriate unit prices contained in the construction contract to be awarded by the State in accordance with Article I hereof and/or multiplied by the appropriate unit prices contained in any supplemental agreements to the state's contract which provide for city cost participation construction.

Attached hereto, made a part hereof by reference, and marked SCHEDULE "I", is a preliminary construction cost estimate form which lists all of the anticipated city cost participation construction and construction engineering items to be performed hereunder.

It is hereby understood and agreed that any and all liquidated damages assessed the state's contractor in connection with the work performed under said state contract shall result in a credit shared by the State and the City in the same proportion as their respective total cost share of construction contract work is to the total contract cost without any deduction for liquidated damages.

CITY COST PARTICIPATION CONSTRUCTION

52.8 PERCENT CITY COSTS: Except for hauling salvaged material and as described below under "100 Percent City Costs", all of the storm sewer facilities construction to be performed along and adjacent to

R.C.D.

the east side of Trunk Highway No. 100 (Lilac Drive) from Engineer Station 4+94 (35th Avenue North) to Engineer Station 13+90 (36th Avenue North) within the corporate city limits under State Project No. 2735-141 (T.H. 100=130). Said construction includes, but is not limited to, grubbing, miscellaneous removals, salvaging metal culverts and concrete aprons, excavation, grading, sawing bituminous pavement, installing metal sewer, turf establishment and construction of bituminous surface and its aggregate base, concrete curb, concrete curb and gutter, sewer pipe, manholes, catch basins and casting assemblies.

100 PERCENT CITY COSTS: All of the following construction to be performed along and adjacent to the east side of Trunk Highway No. 100 (Lilac Drive) from Engineer Station 4+94 (35th Avenue North) to Engineer Station 13+90 (36th Avenue North) within the corporate city limits under State Project No. 2735-141 (T.H. 100=130).

1. All of the 24-inch RC Pipe Sewer draining into storm sewer Manhole No. 4.
2. All of the water main facilities construction which includes, but is not limited to, service and main offsets and hydrant relocations.

R.C.D.

Section B. Prorated Construction Costs

In addition, said payment by the City shall also include the City's prorated shares of the contract costs of Items No. 2021.501 "Mobilization", No. 2051.501 "Maintenance and Restoration of Haul Roads" and No. 563.601 "Traffic Control" as set forth in said attached SCHEDULE "I". The aforesaid items are not included in the above described city cost participation construction work items. Said additional payment represents the City's proportionate shares of the mobilization, maintenance and restoration of haul roads and traffic control costs incurred in connection with the aforesaid city cost participation construction.

Section C. Construction Engineering Costs

Said payment by the City shall also include an amount equal to 8 percent of the City's final total share of construction costs as determined in accordance with Sections A. and B. above, as the City's proportionate share of construction engineering costs incurred by the State in connection with said city cost participation construction.

ARTICLE III - PAYMENT BY THE CITYSection A. Estimate and Advancement of the City's Cost Share

It is estimated, for accounting purposes, that the City's share of the costs of the construction work to be performed by the State

R.C.D.

hereunder which includes the City's shares of the prorated items "Mobilization", "Maintenance and Restoration of Haul Roads" and "Traffic Control" plus the 8 percent construction engineering cost share is the sum of \$118,569.88 as shown in the attached SCHEDULE "I". The State shall, when a construction contract is awarded which includes the city cost participation construction work to be performed hereunder, prepare a revised SCHEDULE "I" based on the construction contract unit prices and submit a copy of said revised SCHEDULE "I" to the City. The City agrees to advance to the Commissioner of Transportation an amount equal to the City's total cost share as set forth in said revised SCHEDULE "I" be it more or less than said sum of \$118,569.88 forthwith upon the execution of this agreement and upon receipt of a request from the State for such advancement of funds.

Section B. Final Payment by the City

It is contemplated that all of the construction work to be performed under said state construction contract is to be done on a unit price basis. Upon the completion and acceptance of the work provided for in said contract let by the State and the preparation by the State of a final estimate computing and determining the amount due the contractor performing the work, the Commissioner of Transportation shall determine and compute the amount due the Trunk Highway Fund of the State of Minnesota from the City for said city cost participation construction work as set forth hereunder. After the

R.C.D.

Commissioner of Transportation determines the actual amount due from the City, he shall apply on the payment thereof as much as may be necessary of the aforesaid funds advanced by the City. If the amount found due from the City shall be less than the amount of the funds advanced, then, and in that event, the balance of said advanced funds shall be returned to the City without interest. If the amount found due from the City shall exceed said amount of funds advanced, the City agrees to promptly pay to the State the difference between said amount found due and said amount of funds advanced.

Pursuant to Minn. Stat. 15.415, the State waives claim for any amounts less than \$2.00 over the City payment funds earlier received by the State, and the City waives claim for the return of any amounts less than \$2.00 of such funds advanced by the City.

Section C. Acceptance of City's Final Cost Share and of
Completed Construction

It is understood and agreed that the aforesaid computation and determination by the Commissioner of Transportation of the amount due from the City hereunder shall be final, binding and conclusive. It is further agreed that the acceptance by the State of the completed construction work provided for in said state plans designated as State Project No. 2735-141 (T.H. 100=130) and performed under contract let by the State shall be final, binding

R.C.D.

and conclusive upon the City as to the satisfactory completion of said work.

ARTICLE IV - GENERAL PROVISIONS

Section A. Plan Changes

The City may request a change or changes in the plan by a duly adopted City Council resolution for State Project No. 2735-141 (T.H. 100=130) construction to be performed hereunder in order to satisfactorily complete the aforesaid city cost participation construction, and if the State determines that said requested plan change or changes are necessary and/or desirable, the State will cause such change or changes in plan to be made and appropriately alter the affected construction.

Section B. Replacement of Castings

In connection with the relocation of hydrants to be performed by the state's contractor under State Project No. 2735-141 (T.H. 100=130), the City hereby agrees to furnish the state's contractor with new castings and/or parts therefor when replacements are required, without cost or expense to the State or the state's contractor, excepting replacements required of castings and/or parts broken or damaged by the state's contractor.

R.C.D.

Section C. Maintenance

It is hereby understood and agreed that, upon the satisfactory completion of State Project No. 2735-141 (T.H. 100=130) construction, the City shall thereafter provide for the proper maintenance, without cost or expense to the State, of all of the storm sewer facilities and watermain facilities constructed within the corporate city limits under said state project and that neither party to this agreement shall drain any additional drainage into said storm sewer facilities that not included in the drainage for which said storm sewer facilities were designed without first obtaining permission to do so from the other party.

Section D. Claims

It is hereby understood and agreed that any and all employees of the State and all other persons employed by the State in the performance of the construction and/or construction engineering work or services required or provided for under this agreement shall not be considered employees of the City and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said state employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the City.

R.C.D.

It is hereby understood and agreed that any and all employees of the City and all other persons employed by the City in the performance of any of the maintenance work or services required or provided for under this agreement shall not be considered employees of the State and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said city employees while so engaged on any of the maintenance work or services to be rendered under this agreement by the City shall in no way be the obligation or responsibility of the State.

The City at its own expense will defend, indemnify and save harmless the State and all of its agents, officers and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character arising out of or by reason of the City's negligent acts or omissions in connection with the maintenance work covered by this agreement including an action or claim which alleges negligence of the State, its agents, officers or employees.

Section E. Nondiscrimination

The provisions of Minnesota Statute 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this agreement as if fully set forth herein.

R.C.D.

Section F. Agreement Approval

Before this agreement shall become binding and effective, it shall be approved by resolution of the City Council of the City and shall also receive the approval of such state officers as the law may provide in addition to the Commissioner of Transportation or his duly authorized representative.

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers and caused their respective seals to be hereunto affixed.

(City
Seal)

CITY OF CRYSTAL

By _____
Mayor

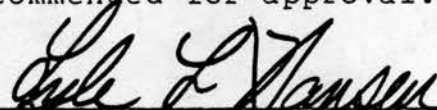
Date _____

By _____
City Manager

Date _____

DEPARTMENT OF TRANSPORTATION

Recommended for approval:

By  _____
Director - Office of
Design Services

By _____
District Engineer

By _____
Assistant Division Director
Technical Services Division

Approved as to form and execution:

By _____
Special Assistant Attorney General

STATE OF MINNESOTA

By _____
Deputy Commissioner
of Transportation

Date _____
(Date of Agreement)

Approved:

Department of Administration

By _____
(Authorized Signature)

Date _____

PRELIMINARY CONSTRUCTION COST ESTIMATE

S.P. 2735-141 (T.H. 100=130)

State Funds

City of Crystal

Date: December 10, 1985

Storm Sewer Extension construction performed under
State Contract No. with
located on T.H. 100 from 35th Ave. No. to 36th Ave. No. in Crystal

Type and location of City cost participation construction covered under this agreement is described
in Article II of the agreement, and the construction work items are listed on the following sheets.

SUMMARY:

DIVISION OF COST PARTICIPATION

	State Portion	City Portion	
	47.2%	52.8%	100%
	STATE	CITY	CITY
S.P. 2735-141			
From Sheet No. 3	\$90,543.34	\$101,285.76	
From Sheet No. 4			\$3,411.50
Subtotal	\$90,543.34	\$101,285.76	\$3,411.50
Subtotal	\$90,543.34	\$104,697.26	
Prorata Percentages (4.861324%)	4,401.61	5,089.67	
Subtotal	\$94,944.95	\$109,786.93	
Construction Engineering (8%)		8,782.95	
Grand Total - State and City	\$94,944.95	\$118,569.88	

P = Plan Quantity

SPEC. ITEM NO.	S.P. 2735-141 WORK ITEM	UNIT	UNIT PRICE	QUANTITY (1)	COST ESTIMATE (1)
2101.507	Grubbing	Tree	100.00	1	100.00
2104.501	Remove Metal Culvert	Lin. Ft.	15.00	143	2,145.00
2104.501	Remove Curb and Gutter	Lin. Ft.	5.00	15	75.00
2104.501	Remove Bituminous Curb	Lin. Ft.	2.50	30	75.00
2104.501	Remove Concrete Curb	Lin. Ft.	2.50	22	55.00
2104.501	Remove Wood Retaining Wall	Lin. Ft.	2.00	195	390.00
2104.509	Remove Light Standard Base	Each	175.00	2	350.00
2104.513	Sawing Bituminous Pavement	Lin. Ft.	2.75	260	715.00
2104.521	Salvage Metal Culverts	Lin. Ft.	22.00	38	836.00
2104.523	Salvage Concrete Aprons	Each	60.00	2	120.00
2105.505	Muck Excavation	(P) Cu. Yd.	6.00	39	234.00
2105.522	Select Granular Borrow (LV)	Cu. Yd.	10.00	174	1,740.00
2105.523	Common Borrow (LV)	Cu. Yd.	5.00	2,477	12,385.00
2211.503	Aggregate Base Placed CL 5	(P) Cu. Yd.	15.00	30	450.00
2331.504	Bit. Material for Mixture	Ton	205.00	2	410.00
2331.514	Base Course Mixture (MOD)	Ton	25.00	45	1,125.00
2341.504	Bituminous Material For Mixture	Ton	205.00	2	410.00
2341.508	Wearing Course Mixture (MOD)	Ton	30.00	30	900.00
2357.502	Bit. Material for Tack Coat	Gallon	1.50	14	21.00
2503.511	24" RC Pipe Sewer	Lin. Ft.	35.50	67	2,378.50
2503.541	54" RC Pipe Sewer DES 3006	Lin. Ft.	160.00	398	63,680.00
2503.541	60" RC Pipe Sewer DES 3006 CL II	Lin. Ft.	182.50	370	67,525.00
2503.541	60" RC Pipe Sewer DES 3006 CL III	Lin. Ft.	196.00	52	10,192.00
2503.541	66" RC Pipe Sewer DES 3006 CL III	Lin. Ft.	367.00	4	1,468.00
2503.541	78" RC Pipe Sewer DES 3006 CL III	Lin. Ft.	425.00	4	1,700.00
2503.571	Install Metal Sewer	Lin. Ft.	36.00	38	1,368.00
2506.506	Construct Manholes DES A or F	Lin. Ft.	150.00	7	1,050.00
2506.506	Construct Manholes DES J	Lin. Ft.	150.00	11	1,650.00
2506.506	Construct Manholes DES 72-4019	Lin. Ft.	365.00	12	4,380.00

63114

P = Plan Quantity

SPEC. ITEM NO.	S.P. 2735-141 WORK ITEM	UNIT	UNIT PRICE	QUANTITY (1)	COST ESTIMATE (1)
2506.507	Construct Catch Basins DES J	Lin. Ft.	150.00	19	2,850.00
2506.507	Construct Catch Basins DES 78-4019	Lin. Ft.	445.00	14	6,230.00
2506.516	Casting Assemblies	Each	250.00	6	1,500.00
2531.501	Concrete C & G DES B612	Lin. Ft.	10.00	15	150.00
2531.502	Concrete Curb DES V6	Lin. Ft.	10.00	22	220.00
0531.603	PC Conc. Curb DES 7103	Lin. Ft.	10.00	72	720.00
2573.501	Bale Check	Each	6.50	100	650.00
2575.501	Roadside Seeding	(P) Acre	300.00	0.5	150.00
2575.502	Seed Mixture 6	Pound	3.00	40	120.00
2575.505	Sodding	Sq. Yd.	2.00	483	966.00
2575.511	Mulch Material Type 1	Ton	200.00	1	200.00
2575.519	Disc. Anchoring	(P) Acre	100.00	0.5	50.00
2575.532	Commercial Fert. Analysis 10-20-20	Pound	0.40	239	95.60

Total \$191,829.10

(1) 47.2% STATE - \$90,543.34

52.8% CITY - \$101,285.76

63114

SPEC. ITEM NO.	S.P. 2735-141 WORK ITEM	UNIT	UNIT PRICE	QUANTITY (2)	COST ESTIMATE (2)
2503.511	24" RC Pipe Sewer	Lin. Ft.	35.50	13	461.50
0504.602	Service Offset	Each	400.00	3	1,200.00
0504.602	6" Main Offset	Each	1,000.00	1	1,000.00
0504.602	Relocate Hydrant	Each	750.00	1	750.00
Total					\$3,411.50
(2) 100% CITY - \$3,411.50					

PRORATA ITEMS

2021.501	Mobilization	Lump Sum	\$ 7,000.00
2051.501	Maintenance and Restoration of Haul Roads	Lump Sum	\$ 1.00
563.601	Traffic Control	Lump Sum	\$ 2,500.00
TOTAL PRORATA ITEMS AMOUNT			\$ 9,501.00

Formula for determining the prorata percentages of prorata items is listed below and shall be applied as shown on the front sheet of this form

A = Total Contract Amount

T = Total Prorata Items Amount

P = Prorata Percentage

$$T \div (A - T) \times 100 = P$$

After the project has been awarded, unit bid prices will be used to compute a new prorata percentage.

COUNCIL AGENDA

December 30, 1985

Pursuant to due call and notice thereof, a Special meeting of the Crystal City Council was held on December 30, 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
✓ Smothers
✓ Herbes
✓ Langsdorf
✓ Aaker
✓ Moravec
abc Rygg

Staff

✓ Irving
✓ Kennedy
✓ Olson
abs Sherburne
abs Peterson
abs Deno
✓ Ahmann

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

- ✓ 1. The City Council considered the sale of mortgage bonds for the senior housing project in the redevelopment area. *Northwest Bank of St Paul 7% initial rate*

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

RESOLUTION NO. 85-112

RESOLUTION AUTHORIZING THE SALE AND ISSUANCE
OF MULTIFAMILY HOUSING DEVELOPING REVENUE BONDS
(BECKER PARK HOUSING LIMITED PARTNERSHIP PROJECT),
OF THE CITY, FOR THE PURPOSE OF FINANCING A
MULTIFAMILY RENTAL HOUSING DEVELOPMENT, AND
AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS

By roll call and voting aye: all; voting no: abs; absent, not voting: Rygg. Motion carried, resolution declared adopted.

Moved by Councilmember Sm and seconded by Councilmember S to (deny) (continue until the discussion of) Resolution No. 85-112. Motion carried.

Moved by Councilmember HF and seconded by Councilmember Am to adjourn
the meeting. Motion Carried.

December 27, 1985

Dear Councilmembers:

Enclosed please find a copy of a resolution that must be adopted to authorize the sale of six and one-half million dollars worth of housing development revenue bonds for the Becker Park elderly housing project proposed by Lincoln Properties.

Other papers will follow on Monday evening, but Dave will be in attendance at the Council meeting to explain them to you in greater detail than I can.

Have a nice weekend. See you Monday, 7 P.M., for the Special meeting.

J A C K

da
enc.

December 24, 1985

Dear Councilmembers:

Because of the urgency and uncertainty of what Congress will do regarding mortgage bonds and because of provisions in our City Charter, it has become necessary for Mayor Aaker to call two Special meetings--one on Monday, December 30, at 7:00 P.M. to authorize the sale of mortgage bonds for the senior housing project in the redevelopment area, and a Special meeting on Thursday, January 2, 1986, to conform to City Charter requirements which state in part that on the first business day of the year, the Council shall meet to swear in newly-elected Councilmembers and Mayor.

Both meetings should be short and will start at 7:00 P.M., as usual. A quorum is necessary at both meetings.

The next regular meeting will be January 7, the first Tuesday of January. As usual, a preliminary agenda will be sent to you prior to that meeting.

Have a nice holiday--see you on the 30th.

J A C K

da

P.S. For Staff Members: It will only be necessary for the City Manager, Assistant City Manager, Administrative Assistant, and the City Clerk to attend the December 30th and January 2nd meetings, and in the case of the December 30th meeting, the City Attorney. All others, of course, may attend if they wish.

CERTIFICATION OF MINUTES RELATING TO
MULTIFAMILY HOUSING DEVELOPMENT REVENUE BONDS

Issuer: City of Crystal, Minnesota

Governing Body: City Council

Kind, date, time and place of meeting: A regular meeting, held on
December __, 1985, at __ o'clock p.m. at the City Hall, Crystal, Minnesota.

Members present:

Members absent:

Documents Attached:

Minutes of said meeting (pages): 1 through 7, including:

RESOLUTION NO. 85-1/2

RESOLUTION AUTHORIZING THE SALE AND
ISSUANCE OF MULTIFAMILY HOUSING
DEVELOPING REVENUE BONDS (BECKER PARK
HOUSING LIMITED PARTNERSHIP PROJECT),
OF THE CITY, FOR THE PURPOSE OF
FINANCING A MULTIFAMILY RENTAL HOUSING
DEVELOPMENT, AND AUTHORIZING THE
EXECUTION OF NECESSARY DOCUMENTS

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

WITNESS my hand officially as such recording officer this __ day of
December, 1985.

City Clerk

(SEAL)

Councilmember _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 85-__

RESOLUTION AUTHORIZING THE SALE AND
ISSUANCE OF MULTIFAMILY HOUSING
DEVELOPMENT REVENUE BONDS (BECKER
PARK HOUSING LIMITED PARTNERSHIP
PROJECT) OF THE CITY, FOR PURPOSE
OF FINANCING A MULTIFAMILY RENTAL
HOUSING DEVELOPMENT, AND AUTHORIZING
THE EXECUTION OF NECESSARY DOCUMENTS.

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

Section 1. Authorization and Recitals.

1.01. General Authority. By the provisions of Minnesota Statutes, Chapter 462C, as amended (the "Act"), the City is authorized to plan, administer, issue and sell revenue bonds or obligations and to make or purchase loans to finance one or more multifamily housing developments within its corporate limits, which revenue bonds or obligations shall be payable solely from the revenues of the development. This Council has approved a Housing Plan for the City (the "Housing Plan"), by the adoption of a resolution after a public hearing was held thereon. The Housing Plan has been reviewed and commented on by the Metropolitan Council pursuant to Minnesota Statutes, Section 472C.01 and 462C.04, Subdivision 1. This Council has approved a multifamily housing program under the Housing Plan (the "program"), by a duly adopted resolution. The program provides for the financing of a project under the Act consisting of the acquisition, construction and equipping by Becker Park Housing Limited Partnership, a Minnesota limited partnership (the "Borrower"), of an approximately 90 residential unit multifamily housing project primarily for the elderly and related facilities to be located in the City (the "Project"). The Program was duly submitted to the Minnesota Housing Finance Agency, as required by Minnesota Statutes, Section 462C.04, Subdivision 2, and was not rejected by such Agency within the statutory 30 days.

1.02. Proposed Bonds. Representatives of the Borrower have proposed that the City, acting under and pursuant to the Act, issue and sell its Multifamily Rental Housing Revenue Bonds (Becker Park Housing Limited Partnership Project) in an aggregate principal amount not exceeding \$6,500,000 (the "Bonds"), for the purpose of financing the Project and paying costs incurred by the Borrower in connection with the issuance of the Bonds. Pursuant to the proposal, the proceeds of the Bonds will be loaned by the City to the Borrower, and the Borrower will agree to make payments sufficient to pay the principal of, premium, if any, and interest on the bonds when due. The City will grant a security interest in certain revenues and payments to be received by the City under the Loan Agreement (as hereinafter defined) to a Trustee (as hereinafter defined).

1.03. Documentation. Forms of the following documents relating to the Project and the Bonds have been prepared and submitted to this Council and are hereby directed to be filed in the office of the City Clerk:

- (a) a Loan Agreement (the "Loan Agreement"), to be dated as of December 1, 1985, proposed to be made and entered into between the City and the Borrower;
- (b) an Indenture of Trust (the "Indenture"), to be dated as of December 1, 1985, proposed to be made and entered into between the City and ~~First Trust Company, Inc.~~, as trustee (the "Trustee"); and
Northwest Bank Mpls.
- (c) a Regulatory Agreement (the "Regulatory Agreement"), to be dated as of December 1, 1985, by and among the Borrower, the Trustee and the City.

Section 2. Findings.

It is hereby found, determined and declared that:

- (a) the financing of the Project, the authorization of the Bonds in the maximum aggregate principal amount of \$6,500,000, the execution and delivery of the Loan Agreement and the Indenture and the performance of all covenants and agreements of the City contained in the Loan Agreement and the Indenture and of all other acts and things required under the Constitution and laws of the State of Minnesota to make the Loan Agreement and the Indenture and the Bonds valid and binding obligations in accordance with their terms, are authorized by the Act;
- (b) the Program has been submitted to the Minnesota Housing Finance Agency as provided in Minnesota Statutes, Section 462C.01 and was not rejected within 30 days after the date of submission;
- (c) it is desirable that a series of Multifamily Housing Development Revenue Bonds in the amount of \$6,500,000 issued by the City upon the terms set forth in the Indenture, under the provisions of which the City grants to the Trustee a security interest in certain revenues and payments to be received by the City under the Loan Agreement as security for the payment of the principal of, premium, if any, and interest on the Bonds;
- (d) the loan repayments contained in the Loan Agreement are fixed, and are required to be revised from time to time as necessary, so as to produce income and revenue sufficient to provide for prompt payment of principal of and interest on all Bonds issued under the Indenture when due; and the Loan Agreement also provides that the Borrower is required to pay all expenses of the operation and maintenance of the Project, including, but without limitation, adequate insurance thereon and insurance against all liability for injury to persons or property arising from the operation thereof, and all taxes and special assessments levied upon or with respect to the site of the project and payable during the term of the Loan Agreement;

(e) the execution and delivery of the Loan Agreement and the Indenture will not conflict with, or constitute on the part of the City a breach of or a default under, any existing agreement, indenture, mortgage, lease or other instrument to which the City is subject or is a party or by which it is bound; provided that this finding is made solely for the purpose of estopping the City from denying the validity of the Loan Agreement, the Regulatory Agreement and the Indenture, by reason of the existence of any facts contrary to this finding;

(f) no litigation is pending or, to the best knowledge of the members of the Council threatened against the City questioning the organization or boundaries of the City or the right of any officer of the City to hold his or her office, or in any manner questioning the right and power of the City to execute and deliver the Bonds, or otherwise questioning the validity of the Bonds or the execution, delivery or validity of the Loan Agreement and the Indenture, or questioning the appropriation of revenues to payment of the Bonds or the right of the City to loan the proceeds of the Bonds to the Borrower;

(g) all acts and things required under the Constitution and the laws of the State of Minnesota to make the Loan Agreement, the Regulatory Agreement and the Indenture, the valid and binding obligations of the City in accordance with their terms will have been done upon adoption of this Resolution and execution of the Loan Agreement, the Regulatory Agreement and the Indenture; and

(h) the City is duly organized and existing under the Constitution and laws of the State of Minnesota and is authorized to issue the Bonds in accordance with the Act.

Section 3. Approval of Documents.

The forms of the Loan Agreement, the Regulatory Agreement and the Indenture referred to in Section 1.03 are approved subject to such modifications as are deemed appropriate and approved by the City Attorney and the City Manager, which approval shall be conclusively evidenced by execution of the Loan Agreement and the Indenture and the Bonds by the Mayor and the City Manager. The Mayor and City Manager are directed to execute the Loan Agreement and the Regulatory Agreement upon execution thereof by the Borrower and to execute the Indenture upon execution thereof by the Trustee. Copies of all of the documents shall be delivered, filed and recorded as provided therein. The Mayor and the City Manager are also authorized and directed to execute such other instruments as may be required to give effect to the transactions herein contemplated.

Section 4. The Bonds; Terms, Sale and Execution.

4.01. Authorization. The City hereby authorizes the issuance of the Bonds in the aggregate principal amount of \$6,500,000, in the form and upon the terms set forth in the Indenture and this resolution. The Bonds are hereby sold to the purchaser at par.

4.01 Execution. The Mayor and the City Manager are hereby authorized and directed to execute the Bonds as prescribed herein and in the Indenture and to deliver them to the Trustee, together with a certified copy of this resolution, the other documents required in the Indenture, and such other certificates, documents and instruments as may be appropriate to effect the transactions herein contemplated. The Trustee is hereby appointed authenticating agent for the Bonds pursuant to Minnesota Statutes, Section 475.55, Subdivision 1.

4.03. Modifications, Absence of Officers. The approval hereby given to the various documents referred to above includes an approval of such modifications thereto, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City Attorney and the City Manager prior to the execution of the documents. The execution of any instrument by the appropriate officer or officers of the City herein authorized shall be conclusive evidence of the approval of such documents in accordance with the terms hereof. In the absence or disability of the Mayor, any of the documents authorized by this resolution to be executed may be executed by the acting Mayor, and in the absence or disability of the City Manager by such officer of the City who, in the opinion of the City Attorney, may execute such documents.

Section 5. Authentication of Proceedings.

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

Section 6. Limitations of the City's Obligations.

Notwithstanding anything contained in the Bonds, the Loan Agreement, the Indenture or any other documents referred to in Section 1.03, the Bonds shall not constitute a debt of the City within the meaning of any constitutional or statutory limitation, and shall not be payable from nor charged upon any funds other than the revenues pledged to the payment thereof, and no Holder of the Bonds shall ever have the right to compel any exercise of the taxing power of the City to pay the Bonds or the premium, if any, or interest thereon, or to enforce payment thereof against any property of the City other than these rights and interests of the City under the Loan Agreement which have been pledged to the payment thereof, and the Bonds shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City other than those rights and interests of the City under the Loan Agreement which have been pledged to the payment thereof. The agreement of the City to perform the covenants and other provisions contained in this resolution or the Bonds, the Loan Agreement or the Indenture, and the other documents listed in Section 1.03 shall be subject at all times to the availability of the revenues furnished by the Borrower sufficient to pay all costs of such performance or

the enforcement thereof, and the City shall not be subject to any personal or pecuniary liability thereon other than as stated above.

Adopted: December __, 1985

Mayor

Attest: _____
City Clerk

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

and the following voted against the same:

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

COUNCIL AGENDA

January 2, 1986

Pursuant to due call and notice thereof, a Special meeting of the Crystal City Council was held on January 2, 1986, at 7:00 P.M., at 4141 Douglas Drive, Crystal, Minnesota.

Mrs. Delores Ahmann, the City Clerk, administered the Oath of Office and presented Certificates of Election to Thomas N. Aaker, Mayor; John Moravec, Councilmember, Section I; Steven C. Leppa, Councilmember, Ward 3; and Betty Herbes, Councilmember, Ward 4.

The Secretary of the Council called the roll and the following were present:

Councilmembers

☒ Langsdorf
☒ Leppa
☒ Rygg
☒ Herbes
☒ Aaker
☒ Moravec
☒ Smothers

Staff

☒ Irving
☐ Kennedy
☒ Olson
☐ Sherburne
☐ Peterson
☐ Deno
☒ Ahmann

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

res. O. G. & K. & R. & L.
" " M. & P. & K. & L.
12/2/86

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