



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

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COUNCIL AGENDA

July 21, 1987

Pursuant to due call and notice thereof, the Regular meeting of the Crystal City Council was held on July 21, 1987, at 7:00 P.M., at 4141 Douglas Drive, Crystal, Minnesota. The Secretary of the Council called the roll and the following were present:

Councilmembers

P Langsdorf
P Rygg
P Moravec
P Smothers
P Aaker
P Leppa
P Herbes

Staff

P Olson
P Kennedy (7:06 p.m.)
P Monk
P Peterson
P Deno
P George

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

The City Council considered the minutes of the regular City Council meeting of July 7, 1987.

Moved by Councilmember Sm. and seconded by Councilmember Leppa to (approve) (approve, making the following exceptions: _____ to) the minutes of the regular Council meeting of July 7, 1987.

Motion Carried.

CONSENT AGENDA

1. Set 7:00 P.M., or as soon thereafter as the matter may be heard, August 4, 1987, as the date and time for a public hearing at which time the City Council will sit as a Board of Adjustments & Appeals to consider a request from Randy Lee Asleson for a variance of 6'1" in the required 30' side street sideyard setback for construction of a 24'x 35' addition to the existing house at 6105 Douglas Drive.
2. Set 7:00 P.M., or as soon thereafter as the matter may be heard, August 4, 1987, as the date and time for a public hearing at which time the City Council will sit as a Board of Adjustments & Appeals to consider a request from Anthony Nicklow for a variance of 6.25' in the required 22' front yard setback for construction of a 14' x 30'6" deck on the existing building at 3516 Lilac Drive (Nicklow's Restaurant).
3. Set 7:00 P.M., or as soon thereafter as the matter may be heard, August 4, 1987, as the date and time for a public hearing at which time the City Council will sit as a Board of Adjustments & Appeals to consider a request from James and Patricia Zwack for a variance of 12' in the required 40' rear yard setback to build a 8' x 14' addition to the existing house at 5419 - 50th Avenue North.
4. Consideration of a request from the Elks Club to sell pulltabs on August 22, 1987, between the hours of 6 P.M. until midnight at 5354 Douglas Drive (John T. Irving Fire Station) for the Crystal Firefighters Benefit. *Write letter to Gambling Board of Council's decision*

Moved by Councilmember ~~A~~ and seconded by Councilmember _____ to remove items _____, _____, _____, and _____ from the Consent Agenda.

Motion Carried.

Moved by Councilmember A and seconded by Councilmember Sm to approve the Consent Agenda.

Motion Carried.

July 21, 1987

Have preparing Resolutions
REGULAR AGENDA

1. The City Council considered the findings of fact for Sunnybrooke Development Project, 32nd and Brunswick Avenue North. *Mr. [unclear] read findings of fact.*

all motions based on 2/1 & 2/2

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

RESOLUTION NO. 87- 40

RESOLUTION REGARDING FINDINGS OF FACT
FOR SUNNYBROOKE PLANNED UNIT DEVELOPMENT

By roll call voting aye: ALL, _____, _____, _____, _____, _____; 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 regarding findings of fact for Sunnybrooke Planned Unit Development.

~~Motion Carried.~~

- B. *First Reading* Moved by Councilmember _____ and seconded by Councilmember _____ to adopt the following ordinance: (5 votes needed for approval)

ORDINANCE NO. 87-

AN ORDINANCE RELATED TO ZONING:
CHANGING THE USE CLASSIFICATIONS OF CERTAIN LANDS

and further, that the second and final reading be held on August 4, 1987.

Motion Carried.

Moved by Councilmember Sm. and seconded by Councilmember Leppa to (deny) as recommended by the Planning Commission) (continue until _____ the discussion of) the First Reading of an ordinance rezoning property at the Sunnybrooke site from R-1 to PUD.

Motion Carried.

- C. Moved by Councilmember Lang. and seconded by Councilmember Mr. to (approve) (deny) (continue until _____ the discussion of) conditional use permit #87-37 for a site plan approval of PUD.

Motion Carried.

Have Kennedy approved 7:06 p.m.

July 21, 1987

- D. Moved by Councilmember AL and seconded by Councilmember Max to (approve) (deny) (continue until _____ the discussion of) conditional use permit #87-38 for elderly housing at the Sunnybrooke site.

Motion Carried.

- E. Moved by Councilmember AL and seconded by Councilmember _____ to (approve) (deny) (continue until _____ the discussion of) the establishment of a tax increment finance district regarding Sunnybrooke site to allow the use of tax increment financing to pay for such site improvements.

Motion Carried.

Mr/Sm. to take indefinitely

2. The City Council considered a developer's agreement with Brutger Companies for the construction of a senior citizen apartment building.

*Draft of Agreement explained by City Attorney**Ry99 { Reevaluation of lot ?
write-down ?
is - 2 me 7.?*

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

RESOLUTION NO. 87-41

RESOLUTION AUTHORIZING EXECUTION OF
CONTRACT FOR PRIVATE DEVELOPMENT

By roll call and voting aye: ALL, _____, _____, _____, _____, _____; 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 developer's agreement with Brutger Companies for the construction of a senior citizen apartment building.

Motion Carried.

3. Ginny Thom appeared before the City Council on behalf of the Frolics Queen Candidates to request that they be allowed to sell Crystal Logo Pins during the Frolics.

#1.05 for 100 = 95

#2

Sm/Leppa

100 #2

city

1.05 (this is)

400

4. The City Council considered a request from St. Raphael's Church for a permit for temporary signs and a waiver of fee to advertise the St. Raphael's Festival which will be held August 7 thru 9, 1987 at 7301 Bass Lake Road.

Moved by Councilmember Sm. and seconded by Councilmember Neider to (approve) (deny) (continue until _____ the discussion of) a permit for temporary signs and a waiver of fee for a period of August 1 thru 10, 1987 to advertise the St. Raphael's Festival which will be held August 7 thru 9, 1987 at 7301 Bass Lake Road.

Motion Carried.

5. The City Council considered a request from the Fire Relief Association to allow 3.2 beer stands and a waiver of fees at Becker Park, Welcome Park, and Valley Place Park on July 24, 25, and 26, 1987 for the Crystal Frolics.

to 1/2 of 100

Moved by Councilmember Rygg and seconded by Councilmember Neider to (approve) (deny) (continue until _____ the discussion of) a request from the Crystal Fire Relief Association to allow 3.2 beer stands and waiver of fees at Becker Park, Welcome Park, and Valley Place Park on July 24, 25, and 26, 1987 for the Crystal Frolics.

Motion Carried.

6. The City Council considered a request from Crystal Lions Club to operate a 3.2 beer stand at 5354 Douglas Drive (John T. Irving Fire Station) on August 22, 1987, for the Crystal Firefighters Benefit. *with waiver of fu*

and waiver of fu
Moved by Councilmember *Leppa* and seconded by Councilmember *Rygg* to (approve) (deny) (continue until _____ the discussion of) a 3.2 beer license at 5354 Douglas Drive (John T. Irving Fire Station) on August 22, 1987, for the Crystal Firefighters Benefit.

Motion Carried.

7. The City Council considered a request from Crystal Firemen's Relief Association to hold a raffle and a street dance in the parking lot of 5354 Douglas Drive (John T. Irving Fire Station) on August 22, 1987, for the Crystal Firefighters Benefit.

Moved by Councilmember *Sm.* and seconded by Councilmember *Mar.* to (approve) (deny) (continue until _____ the discussion of) a license to hold a raffle and a street dance in the parking lot of 5354 Douglas Drive (John T. Irving Fire Station) on August 22, 1987, for the Crystal Firefighters Benefit.

Motion Carried.

8. The City Council considered a building permit for remodeling at 4711 - 36th Avenue North.

Carl Mattson G

Moved by Councilmember *Rygg* and seconded by Councilmember *Mar.* to (approve) (deny) (continue until _____ the discussion of) building permit #8429 for remodeling of the existing building located at 4711 - 36th Avenue North.

Motion Carried.

9. The City Council considered a contract with Minnesota Health Department regarding Environmental Health Delegation Agreement.

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

RESOLUTION NO. 87-42

RESOLUTION APPROVING THE ENVIRONMENTAL
HEALTH DELEGATION AGREEMENT

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

Moved by Councilmember _____ and seconded by Councilmember _____ to (deny)
(continue until _____ the discussion of) Environmental Health
Delegation Agreement.

Motion Carried.

10. The City Council considered the First Reading of an ordinance relating to recreational vehicles.

Option "1" Enjoins Memo
Moved by Councilmember Herb. and seconded by Councilmember Lyppa to adopt
the following ordinance:

ORDINANCE NO. 87-

AN ORDINANCE RELATING TO RECREATIONAL
VEHICLES AND EQUIPMENT: AMENDING CRYSTAL'S
CITY CODE, SECTION 1330

and further, that the second and final reading be held on August 4, 1987.

Motion Carried.

Moved by Councilmember _____ and seconded by Councilmember _____ to (deny)
(continue until _____ the discussion of) an ordinance regarding recreational
vehicles and equipment.

Motion Carried.

11. The City Council considered final approval of the plat Liberty Estates Addition located at 6000 Lakeland Avenue.

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

RESOLUTION NO. 87-43

RESOLUTION APPROVING PLAT

By roll call and voting aye: ALL, , , , ; 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 plat Liberty Estates located at 6000 Lakeland Avenue.

Motion Carried.

12. The City Council considered the second reading of an ordinance relating to burglar alarms.

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

ORDINANCE NO. 87-7

AN ORDINANCE RELATING TO PUBLIC SAFETY
AMENDING CRYSTAL CITY CODE, CHAPTER IX BY ADDING A SECTION

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

Motion Carried.

Moved by Councilmember and seconded by Councilmember to (deny) (continue until the discussion of) an ordinance relating to public safety amending Crystal city code, chapter IX by adding a section.

Motion Carried.

13. The City Council considered changing permit fees for building permits, plumbing permits, and gas fittings.

Tabular Ordinance #87-
An Ordinance Relating to Bldg., Plumbing,
and ~~electrical~~ ^{gas installation} ~~work~~, Amending Crystal City
Code, Subsection 1015.12.

Moved by Councilmember Leppa and seconded by Councilmember Sm. to (approve) (deny) (continue until _____ the discussion of) change in permit fees for building permits, plumbing permits, and gas fittings.

Motion Carried.

14. The City Council considered the status of Thorson Community Center.

Sm/Leppa. 7 281 ~~200~~ 209 Appraisal
 Large/Sm 2 200 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1041 1042 1043 1044 1045 1046 1047 1048 1049 1050 1051 1052 1053 1054 1055 1056 1057 1058 1059 1060 1061 1062 1063 1064 1065 1066 1067 1068 1069 1070 1071 1072 1073 1074 1075 1076 1077 1078 1079 1080 1081 1082 1083 1084 1085 1086 1087 1088 1089 1090 1091 1092 1093 1094 1095 1096 1097 1098 1099 1100 1101 1102 1103 1104 1105 1106 1107 1108 1109 1110 1111 1112 1113 1114 1115 1116 1117 1118 1119 1120 1121 1122 1123 1124 1125 1126 1127 1128 1129 1130 1131 1132 1133 1134 1135 1136 1137 1138 1139 1140 1141 1142 1143 1144 1145 1146 1147 1148 1149 1150 1151 1152 1153 1154 1155 1156 1157 1158 1159 1160 1161 1162 1163 1164 1165 1166 1167 1168 1169 1170 1171 1172 1173 1174 1175 1176 11

15. The City Council considered a request from the Long-Range Planning Commission to solicit proposals for a space-needs-study for City Hall.

solicit proposals for a space-needs-study for City Hall.

July 21, 1987

16. The City Council discussed the status of Mielke Field Task Force and its suggestions to the City Council.

~~Agenda~~ 3/1/87 2/1/87 6/28, 1987 or Civ. Eng. 7/2/87

Sm/Leppe 1/1/87 6/28

Aye - ~~But~~ Lango
Rygg
Smathers
Leppe
Herbes

Nay - Morano
Aaker

— 4 —

Moved by Councilmember Nerd. and seconded by Councilmember Leppe to approve the list of license applications. ~~When shown included~~

Motion Carried.

1/ License) Clean Water Act. (Non-Profit)

Moved by Councilmember Nerd. and seconded by Councilmember Lq. to adjourn the meeting.

Motion Carried.

Meeting adjourned at 8:46.

APPLICATIONS FOR LICENSE
JULY 21, 1987

FOOD ESTABLISHMENT - Itinerant (Exempt)

Crystal Fire Dept. Aux. for Crystal Frolics at Becker
Park, July 24 - 26, 1987
Elk's Lodge #44 One Day Only, July 25, 1987, pig roast
(Crystal Frolics)

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

J.T. Mega & Assoc. for Crystal Gallery Mall, July 26, 1987, Crystal Frolics
Adair Liquors August 14 and 15, 1987, Anniversary Promotion

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

Browning Ferris, Eden Prairie, MN
Gallagher's Service Minneapolis, MN
Michael P. Hall, Inc., Andover, MN
Mpls. Hide and Tallow, New Brighton, MN

FOOD ESTABLISHMENT - Itinerant (Exempt)

St. Raphael's Festival, August 7,8,9, 1987 (9)

PLUMBERS - \$30.25

William George III dba Bill George Plumbing
Northern Plumbing & Heating, Inc.

CARNIVAL - Seasonal (\$109.00)

Charles Hudrlik for St. Raphael's Church Carnival 8/7, 8, & 9
Klein Shows & Crystal Fire Relief Association and Auxiliary, Inc.
for Crystal Frolics

3.2 BEER STAND - \$13.25 per day

Tom Tophen for St. Raphael's Church to operate a beer stand at
7301 Bass Lake Road (St. Raphael's Festival) August 7 - 9.

Sent with preliminary agenda on 7-17-87

Minutes of 7-7-87 Council Meeting.

Planning Commission minutes of 7-13-87.

Letter from Elks Lodge #44 dated 7-2-87 re: sale of pulltabs for Crystal Firemen's Benefit.

Memo from City Engr. dated 7-15-87 re: Sunnybrook PUD.

Draft of Contract For Private Development Among City of Crystal and HRA and Crystal Senior Housing Limited Partnership.

Letter from Midge Hudrlik re: signs for St. Raphael's Festival August 7-9th.

Application, insurance certificate & Letter from Crystal Fire Relief Assoc. for license for 3.2 beer stands at Becker, Welcome and Valley Place Park on July 24, 25 & 26, 1987 and request for waiver of fee.

Application for license and request for waiver of fee from Crystal Lions for a 3.2 beer stand at 5354 Douglas Drive on August 22, 1987.

Application for license to hold a raffle and street-dance in Parking Lot of North Fire Station from Crystal Fireman's Relief Association.

Memo from Supervising Sanitarian dated 7-9-87 re: Revised State Health Department Contract.

Memo from City Engineer dated 7-15-87 re: parking of recreational vehicles.

Memo to Planning Commission from City Engr. dated 7-1-87 re: Final Plat of Liberty Estates.

Letter from David Kennedy dated 7-17-87 re: Burglar Alarm Ordinance along with draft of ordinance.

Memo from Building Inspector dated 3-3-87 re: fee schedules.

Minutes of the Long-Range Planning Commission mtg. of 7-14-87.

Memo from Admin. Asst. dated 7-17-87 re: Thorson Community Center - Market Value Evaluation.

Memo to Mayor & Council from Acting City Manager dated 7-15-87 re: Mielke Field Task Force Mtg.

Action Alert from League of MN Cities dated 7-13-87 re: 1988 Levy Limits and Appeals Process.

Memo from City Engr. dated 7-15-87 re: License Requirements for Hazardous Waste Haulers.

land-outs at the meeting on July 21, 1987

Application for license to operate a carnival at
Becker Park July 24th through 26, 1987 from
Klein Shows & Crystal Fire Relief Ass'n.

Memorandum from Ann Higgins of League of MN Cities
dated 7-15-87 re: Airline Reservations/Faires
to 1987 NLC Congress of Cities, December 12-16,
Las Vegas, Nevada.

Brochure on Council/Manager Relations Policy Leader
Seminars.

Barlene

July 17, 1987

TO: City of Crystal Councilmembers
FROM: John A. Olson, Acting City Manager
RE: Preliminary Agenda - Council Meeting of July 21, 1987

There appears to be several items which will take some discussion at Tuesday night's meeting. I will make a few introductory remarks about some of them and either I or the staff will discuss it in greater detail at the Council meeting. Please refer to the tentative agenda attached as I comment on particular items.

Regular Agenda

Item #1:

As you recall, you requested the City staff to prepare findings for denial of Sunnybrooke Development. This information is included in this packet but the action Tuesday night can be to approve the findings and then to proceed to deny items B, C, & D from the last agenda and take more action on item E.

Item #2:

The HRA has approved a developer's agreement with Brutger Companies and the City Council must also approve this agreement. Dave Kennedy, Councilmember Moravec, and I will be able to explain the developer's agreement to you if you have questions.

Item #7:

This item is brought back to the Council as a result of an extension you gave to a person who had a recreational vehicle which could not be parked properly by ordinance. I asked Bill Monk to review the ordinance and make suggestions for changes. His suggestions are included in the packet for your consideration.

Item #9:

The attorney is preparing a revision of the ordinance regarding burglar alarms. If that revised ordinance is received by us before this agenda is sent it will be included, otherwise, we will include it Tuesday night and Dave can explain it to you.

Item #10:

The change in fees requested by the Building Inspector is an item that has been sitting for sometime. Before Mr. Irving left, he had given this to me and indicated that I could present this to you if I felt it necessary. Since the Building Inspector did ask about it I am giving it to you at this time. You may want to review it in more detail

and take more time then you will have had between now and Tuesday night. Any questions you might have can be answered Tuesday night.

Item #11:

I have attached a copy of the minutes of the last Long-Range Planning Commission meeting in which it is requested that the City Council consider hiring a space-needs consultant to review the space-needs of city departments. This is a result of requests from both the Police Department and the Park and Recreation Department for more space in their five-year capital improvements plan. I have received a proposal from one company indicating that such a study would cost \$10,000. I believe such a study is necessary at this time so that the City Council and the Lone-Range Planning Commission can more accurately determine needs for all city departments.

Item #12:

Attached is a appraisal from District 281 on Thorson School. We have been waiting for this appraisal amount to provide the Council with information on the future of the community center at this location. In addition to that information we have received notice from the Waste Management Board that it will be moving from Thorson at the end of this year. The rental income from Waste Management Board is more than 50 percent of the total rental income received during a year. Nancy Deno will be able to explain in detail the effect of that change and review for you the costs necessary to keep Thorson operating safely and efficienctly. I believe that it is time for the City Council to decide whether Thorson should remain open and to direct staff to act whichever way you choose. If you choose to close the building and the facilities there we will proceed to find temporary sites for the programs the City has going there now. That decision also raises the question as whether a community center should be built to house senior programs and recreational programs. All of this can be discussed Tuesday night.

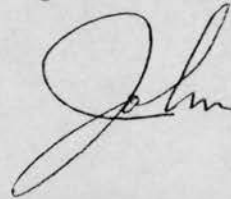
Item #13:

I believe my memo reflects the discussion of the Task Force meeting and I will be able to discuss it further with you Tuesday night. I ask that you will be thinking about issues that you think are relevant to closing Mielke Field and its location at another site.

I hope this is enough for you to think about this weekend and if you have questions, please call me prior to the meeting.

P.S. Ginny Thom has requested on behalf of the Frolics Queen Canidates to appear before the Council to request that the queens be allowed to sell Crystal Logo pins during the frolics. This item will be placed on the appropriate spot on the agenda for Tuesday night.

P.P.S. We have received two applications for license -- one from the Firemens Relief Assoc. and the Elks Club to be allowed to sell pulltabs at the Crystal Firemens Bennefit, Aug. 22; and a request from the Lions Club to operate a 3.2 beer stand at the North Fire Station for that same date. These will be on the agenda for consideration.



APPLICATIONS FOR LICENSE
JULY 21, 1987

FOOD ESTABLISHMENT - Itinerant (Exempt)

Crystal Fire Dept. Aux. for Crystal Frolics at Becker
Park, July 24 - 26, 1987
Elk's Lodge #44 One Day Only, July 25, 1987, pig roast
(Crystal Frolics)

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

J.T. Mega & Assoc. for Crystal Gallery Mall, July 26, 1987, Crystal Frolics
Adair Liquors August 14 and 15, 1987, Anniversary Promotion

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

Browning Ferris, Eden Prairie, MN
Gallagher's Service Minneapolis, MN
Michael P. Hall, Inc., Andover, MN
Mpls. Hide and Tallow, New Brighton, MN

FOOD ESTABLISHMENT - Itinerant (Exempt)

St. Raphael's Festival, August 7, 8, 9, 1987 (9)

PLUMBERS - \$30.25

William George III dba Bill George Plumbing
Northern Plumbing & Heating, Inc.

CARNIVAL - Seasonal (\$109.00)

Charles Hudrlik for St. Raphael's Church Carnival 8/7, 8, & 9
Klein Shows & Crystal Fire Relief Association and Auxiliary, Inc.
for Crystal Frolics

3.2 BEER STAND - \$13.25 per day

Tcm Topphen for St. Raphael's Church to operate a beer stand at
7301 Bass Lake Road (St. Raphael's Festival) August 7 - 9.

TENTATIVE AGENDA

FOR THE JULY 21, 1987, COUNCIL MEETING

1. Minutes of the regular meeting of July 7, 1987.

CONSENT AGENDA

<u>ITEM</u>	<u>SUPPORTING DATA</u>	<u>COMMENTS</u>
1. Set public hearing to consider a request from Randy Lee Asleson for a variance of 6'1" in the required 30' side street sideyard setback for construction of a 24' x 35' addition to the existing house at 6105 Douglas Drive.	Planning Commission Minutes of 7/13/87, item 4.	Planning Commission recommended approval. Set hearing for Aug. 4.
2. Set public hearing to consider a request from Anthony Nicklow for a variance of 6.25' in the required 22' front yard setback for construction of a 14' x 30'6" deck on the existing building at 3516 Lilac Drive (Nicklow's Restaurant).	Planning Commission Minutes of 7/13/87, item 5.	Planning Commission recommended approval. Set hearing for Aug. 4.
3. Set public hearing to consider a request from James & Patricia Zwack for a variance of 12' in the required 40' rear yard setback to build a 8' x 14' addition to the existing house at 5419 - 50th Avenue North.	Planning Commission Minutes of 7/13/87, item 6.	Planning Commission recommended approval. Set hearing for Aug. 4.

REGULAR AGENDA

<u>ITEM</u>	<u>SUPPORTING DATA</u>	<u>COMMENTS</u>
1. Consideration of findings of fact for Sunnybrooke Development Project.	Memo from City Engineer with findings.	Council could approve findings and then must move on the denial of items B, C, & D from the previous agenda with item E recommended for no action.

Tentative Agenda - Page 2

ITEM

SUPPORTING DATA

COMMENTS

- | | | | |
|----|---|---|--|
| 2. | Consideration of a developer's agreement with Brutger Companies for the construction of a senior citizen apartment building. | Copy of developer's agreement and an agreement with Hennepin County. | HRA has approved the agreement. |
| 3. | Consideration of a request from St. Raphael's for a waiver of fee for temporary signs advertising the St. Raphael's festival. | Copy of letter from St. Raphael's. | None. |
| 4. | Consideration of a request to have 3.2 beer stand with waiver of fee for Fire Relief Assoc. for Crystal Frolics. | Copy of license and letter of request. | None. |
| 5. | Consideration of building permit for remodeling at 4711 - 36th Ave. N. | Planning Commission Mins. of 7/13/87, item 7. | Planning Commission has recommended approval. |
| 6. | Consideration of a contract with Minnesota Health Department. | Copy of letter with contract. | This is a continuation of contract we've had in previous years. |
| 7. | Consideration of an ordinance relating to recreational vehicles. | Copy of memo from City Engineer dated 7/15/87. | Council had requested this two months ago upon petition from residents for change or variance. |
| 8. | Consideration of final plat of Liberty Estates Addition. Liberty Estates located at 6000 Lakeland Avenue. | Memo from City Engineer and Planning Commission Mins. of 7/13/87, item 8. | Planning Commission recommended approval. |
| 9. | Consideration of second reading of an ordinance relating to burglar alarms. | Copy of revised ordinance. | None. |

<u>ITEM</u>	<u>SUPPORTING DATA</u>	<u>COMMENTS</u>
10. Consideration of change in permit fees for building permits, plumbing permits, and gas fittings.	Copy of memo from Building Inspector.	None.
11. Consideration of request from the Long-Range Planning Commission to solicit proposals for a space-needs-study for City Hall.	Copy of unapproved minutes.	None.
12. Consideration of the status of Thorson Community Center.	Copy of appraisal from District 281, memo from Administrative Assistant dated 7/16/87.	None.
13. Discussion of the status of the Mielke Field Task Force and it's suggestions to the City of Crystal.	Memo of Acting City Manager dated 7/15/87.	None.

INFORMATIONAL ITEMS:

1. Bulletin from Donald A. Slater, Executive Director, and Laurie Fiori Hacking, Legislative Representative, League of Minnesota Cities, dated July 13, 1987, regarding 1988 levy limits and appeals process.
2. *Action Alert from League of Minn. Cities dated 7-13-87 re: 1988 Levy Limits + Appeals Process.*
3. *Memo from City Engineer dated 7-15-87 re: License requirements for Hazardous Waste Haulers.*

7 JULY 1987

Pursuant to due call and notice thereof, the Regular meeting of the Crystal City Council was held on July 7, 1987, at 7:00 P.M., at 4141 Douglas Drive, Crystal, Minnesota. The Secretary of the Council called the roll and the following were present: Langsdorf, Rygg, Moravec, Smothers, Aaker, Leppa, Herbes. Also present were the following staff members: John A. Olson, Acting City Manager, James J. Thomson, Jr., City Attorney; William Monk, City Engineer; William Barber, Assistant Building Inspector; Nancy Deno, Administrative Assistant; Joan Schmidt, Deputy City Clerk.

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

The City Council considered the minutes of the regular City Council meeting of June 16, 1987.

Moved by Councilmember Herbes and seconded by Councilmember Leppa to approve the minutes of the regular Council meeting of June 16, 1987.

Motion Carried.

The City Council considered the following items on the Consent Agenda:

1. Set 7:00 P.M., or as soon thereafter as the matter may be heard, October 6, 1987, as the date and time for a public hearing at which time the City Council will consider certification of delinquent utility bills.
2. Recognition of a donation from the Crystal Lions Club for the Performing Arts Fund in the amount of \$500.
3. Recognition of a donation of \$9,000 from the Crystal Lions Club for playground equipment for Soo Line Park (Angeline Avenue).
4. Consideration of declaring a vacancy for a position on the Human Relations Commission due to the moving out-of-town of Don Fish.

Moved by Councilmember Smothers and seconded by Councilmember Herbes to approve the Consent Agenda.

Motion Carried.

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 & Appeals to consider a request from Charles H. Hubbell for a variance of 5' in the required 40' rear yard setback to allow the construction of a 28' x 40' house and a variance of 15' in the required 40' rear yard setback for construction of a 12' x 16' deck at 4707 Perry Avenue North. The Mayor asked those present to voice their opinions or to ask questions concerning the variances.

Moved by Councilmember Smothers and seconded by Councilmember Moravec to approve as recommended by and based on the findings of fact of the Planning Commission the

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authorization pursuant to Section 515.55 of the Crystal City code to vary or modify the strict application of Section 515.13, Subdivision 4 a), to grant a variance of 5' in the required 40' rear yard setback for construction of a 28' x 40' house and a variance of 15' in the required 40' rear yard setback for construction of a 12' x 16' deck at 4707 Perry Avenue North as requested in application #87-40.

Motion Carried.

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 & Appeals to consider a request from Harry F. Johnson for a variance of 14' in the required 40' rear yard setback to allow the construction of a 12' x 24' addition at 4701 Georgia Avenue North. The Mayor asked those present to voice their opinions or to ask questions concerning the variance.

Moved by Councilmember Herbes and seconded by Councilmember Langsdorf to grant as recommended by and based on the findings of fact of the Planning Commission the authorization pursuant to Section 515.55 of the Crystal City code to vary or modify the strict application of Section 515.13, Subdivision 4 a), to grant a variance of 14' in the required 40' rear yard setback for construction of a 12' x 24' addition to the existing house at 4701 Georgia Avenue North as requested in application #87-41.

Motion Carried.

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 & Appeals to consider a request from Stanley J. Wodziak for a variance to expand a non-conforming use (non-conformity being the existing building encroaches 19.8' in the required 22' side street sideyard setback); to consider a variance of 10 off-street parking spaces in the required 98 parking spaces; and to grant a variance of 6' in the required 22' side street sideyard setback to permit a 17'6" x 40'3" addition to the existing building at 5607 West Broadway (Palace Inn). The Mayor asked those present to voice their opinions or to ask questions concerning the variance.

Moved by Councilmember Smothers and seconded by Councilmember Herbes to grant as recommended by and based on the findings of fact of the Planning Commission the authorization pursuant to Section 515.55 of the Crystal City code to vary or modify the strict application of Section 515.05, Subd. 2, to expand a non-conforming building to permit a 17'6" x 40'3" addition to the existing building at 5607 West Broadway as requested in application #87-42.

Motion Carried.

7 JULY 1987

Moved by Councilmember Rygg and seconded by Councilmember Smothers to grant as recommended by and based on the findings of fact of the Planning Commission the authorization pursuant to Section 515.55 of the Crystal City code to vary or modify the strict application of Section 515.09, Subdivision 8 v), to allow a variance of 10 off-street parking spaces in the required 98 parking spaces at 5607 West Broadway as requested in application #87-43.

Motion Carried.

Moved by Councilmember Smothers and seconded by Councilmember Herbes to grant as recommended by and based on the findings of fact of the Planning Commission the authorization pursuant to Section 515.55 of the Crystal City code to vary or modify the strict application of Section 515.13, Subd. 3) b), to grant a variance of 6' in the required 22' side street sideyard setback to permit a 17'6" x 40'3" addition to the existing building at 5607 West Broadway as requested in application #87-47.

Motion Carried.

The City Council considered a building permit for a 17'6" x 40'3" addition to Palace Inn, 5607 West Broadway.

Moved by Councilmember Rygg and seconded by Councilmember Leppa to approve building permit #8346 for a 17'6" x 40'3" addition to Palace Inn, 5607 West Broadway.

Motion Carried.

The City Council presented awards for the flower planting in the redevelopment project along Bass Lake Road to Victory Robins 4-H Club for the youth division of the contest and to Crystal Women of Today for the Adult Division of the Contest.

The City Council considered a request from the Elks Club to hold a pig roast in the parking lot at 5410 Lakeland Avenue North on July 25, 1987 and to serve beer outside; requesting a waiver of fee for the beer license.

Moved by Councilmember Smothers and seconded by Councilmember Herbes to approve the request to hold a pig roast and extending limits, relating to the on-sale license of Elks Lodge #44, of the licensed premises to include the parking lot at the Elks Club, 5410 Lakeland Avenue North, for one day on July 25, 1987 and to waive a fee for the beer license.

Motion Carried.

The City Council considered a request from Steve Weisman of Steve O's to hold a pig roast in the parking lot at 4900 West Broadway on August 22, 1987 and to allow the customers to consume drinks in the parking lot.

Moved by Councilmember Smothers and seconded by Councilmember Herbes to approve the request to hold a pig roast and extending limits, relating to the on-sale liquor

7 JULY 1987

license of Steve Weisman Industries, of the licensed premises to include the parking lot at Steve O's, 4900 West Broadway, for one day on August 22, 1987.

Motion Carried.

The City Council considered bids for the 1987 seal coat project #87-1.

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

RESOLUTION NO. 87-33

RESOLUTION AWARDING A CONTRACT

WHEREAS, the City of Crystal did advertise for bids for the 1987 Seal Coat Project #87-1, and

WHEREAS, such bids were received and publicly opened on June 30, 1987, and tabulated as follows:

Allied Blacktop Company	\$ 97,719.00
Buffalo Bituminous, Inc.	101,058.00
Bituminous Roadways, Inc.	110,858.00

AND WHEREAS, Allied Blacktop Company is the apparent low bidder,

NOW, THEREFORE, BE IT RESOLVED that the City of Crystal awards the contract for the 1987 Seal Coat Project #87-1 to Allied Blacktop Company in the amount of \$97,719.00, and

BE IT FURTHER RESOLVED that the Mayor and City Manager be authorized to sign such contract.

By roll call and voting aye: Langsdorf, Leppa, Herbes, Rygg, Aaker, Moravec, Smothers. Motion carried, resolution declared adopted.

Mayor

ATTEST:

City Clerk

7 JULY 1987

The City Council considered bids for alley improvements located between Welcome & Xenia Avenues from 44th to 46th Avenues, project #87-2.

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

RESOLUTION NO. 87-34

RESOLUTION AWARDING A CONTRACT

WHEREAS, the City of Crystal did advertise for bids for Blacktop Alley Improvement Project #87-2, and

WHEREAS, such bids were received and publicly opened on June 30, 1987, and tabulated as follows:

Volk Sewer & Water, Inc.	\$30,829.25
Munn Blacktop, Inc.	31,501.50
Barber Construction Co., Inc.	38,642.50
H. L. Johnson Co.	38,908.75
Alber Construction, Inc.	40,815.00
Valley Paving, Inc.	40,980.00
B. K. Excavating	42,606.30
Bituminous Roadways, Inc.	44,374.25

AND WHEREAS, Volk Sewer & Water, Inc. is the apparent low bidder,

NOW, THEREFORE, BE IT RESOLVED that the City of Crystal awards the contract for Blacktop Alley Improvement Project #87-2 to Volk Sewer & Water, Inc. in the amount of \$30,829.25 and

BE IT FURTHER RESOLVED that the Mayor and City Manager be authorized to sign such contract.

By roll call and voting aye: Langsdorf, Leppa, Herbes, Rygg, Aaker, Moravec, Smothers. Motion carried, resolution declared adopted.

Mayor

ATTEST:

City Clerk

7 JULY 1987

The City Council considered final payment to Cates Construction for the Becker Park Arts & Entertainment Centre.

Moved by Councilmember Moravec and seconded by Councilmember Smothers to approve final payment to Cates Construction for the Becker Park Arts & Entertainment Centre contingent upon resolution of the roof leakage situation.

Motion Carried.

The City Council considered the Sunnybrooke Development plan as submitted by Norman Nafstad. Those present and heard on Norman Nafstad's behalf were: Bob Luems, Attorney; Greg Frank, Soil Engineer; Dick Carlson, Architect; Alan Brixius, N. W. Consultants; and Gary Nafstad. Those present and heard in opposition were: Don Slough, 3301 Brunswick Ave. N.; Gene Nessly, 5900 - 29th Place; John Farber, 3316 Yates Avenue North; Tom Johnston, 2730 Brookridge Ave. N.; Scott Jeffy, 3454 Brunswick Ave. N.; and Andy Rusinko, 3418 Brunswick Ave. N. A petition with 516 signatures was submitted by Scott Jeffy.

Moved by Councilmember Leppa and seconded by Councilmember Smothers to make a negative declaration (as recommended by the City Engineer) regarding the need for an environmental impact statement regarding the Sunnybrooke site.

By roll call and voting aye: Rygg, Moravec, Leppa, Herbes, Smothers, Aaker. Voting no: Langsdorf.

Motion Carried.

Moved by Councilmember Moravec and seconded by Councilmember Leppa to defer action until next Council meeting; for staff to prepare findings of fact for consideration at next meeting to deny the project.

Motion Carried.

The City Council considered the Second Reading of an ordinance rezoning lots on Hampshire, Georgia, & Florida Avenues north of 54th Avenue from B-4 (Community Commercial) to R-1 (Single-family Residential).

Moved by Councilmember Herbes and seconded by Councilmember Smothers to adopt the following ordinance:

ORDINANCE NO. 87-5

AN ORDINANCE RELATING TO ZONING: CHANGING THE
USE CLASSIFICATION OF CERTAIN LANDS

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

Motion Carried.

7 JULY 1987

The City Council considered the Second Reading of an ordinance rezoning Lot 1 & Lot 2 of Andersons Gardendale Acres from R-1 to B-2 and P-2 and Lot 1 of Douglas Medical Plaza from R-4 to B-2.

Moved by Councilmember Smothers and seconded by Councilmember Rygg to adopt the following ordinance:

ORDINANCE NO. 87-6

AN ORDINANCE RELATING TO ZONING; CHANGING THE
USE CLASSIFICATION OF CERTAIN LANDS

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

Motion Carried.

The City Council considered a cooperative agreement for trunk Highway 169 and County Road 10 signalization.

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

RESOLUTION NO. 87-35

BE IT RESOLVED that the City of Crystal enter into an agreement with the State of Minnesota, Department of Transportation for the following purposes, to-wit:

To remove the existing traffic control signal and install a new traffic control signal with street lights and signing on Trunk Highway No. 169 at County State Aid Highway No. 10 (Bass Lake Road) in accordance with the terms and conditions set forth and contained in Agreement No. 64122, a copy of which was before the Council.

BE IT FURTHER RESOLVED that the proper City officers be and hereby are authorized to execute such agreement, and thereby assume for and on behalf of the City all of the contractual obligations contained therein.

By roll call and voting aye: Landsdorf, Rygg, Moravec, Smothers, Aaker, Leppa, Herbes. Motion Carried, resolution declared adopted.

Mayor

ATTEST:

City Clerk

7 JULY 1987

The City Council considered a preliminary proposal for a drug enforcement task force.

Moved by Councilmember Leppa and seconded by Councilmember Herbes to authorize the staff to participate in the grant for a drug enforcement task force and to reserve appropriate funds for the project from the City of Crystal PIR Fund Part B.

RESOLUTION NO. 87-36

RESOLUTION DISBURSING FUNDS FROM THE PERMANENT IMPROVEMENT
REVOLVING FUND, PART B

WHEREAS, the City Council of the City of Crystal has determined that it is in the best interests of the City to enter into a drug enforcement task force and a grant as presented in a memo at the City Council meeting of July 7, 1987, Re: (preliminary proposal) drug enforcement task force, which memo is made a part hereof;

AND WHEREAS, it has been determined that it is in the best interests of the City of Crystal to participate in the drug enforcement task force, and

WHEREAS, the cost of such participation not to exceed \$10,000.00,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of the City of Crystal authorizes the disbursement for the maximum amount of \$10,000.00 for participation in the drug enforcement task force and improvements as noted above for the Permanent Improvement Account of the Permanent Improvement Revolving Fund Part B.

By roll call and voting aye: Langsdorf, Rygg, Moravec, Smothers, Leppa, Herbes, Aaker.

Motion Carried, resolution declared adopted.

Mayor

ATTEST:

City Clerk

The City Council considered a joint County Municipal Special Waste Collection Project.

Moved by Councilmember Leppa and seconded by Councilmember Smothers to approve the project and designate use of the public works parking lot as the site.

Motion Carried.

7 JULY 1987

The City Council considered rules governing the licensing of hazardous waste transporters.

Councilmember Steven Leppa requested the City Council discuss the Bass Lake Road storm sewer project.

Moved by Councilmember Leppa and seconded by Councilmember Moravec to hold a public hearing the first meeting in August to review said Storm Sewer Project, #87-4.

By roll call and voting aye: Langsdorf, Rygg, Moravec, Leppa, Aaker; voting no: Smothers, Herbes.

Motion Carried.

The City Council considered the First Reading of an ordinance concerning burglar alarms in the Crystal Police Department.

Moved by Councilmember Smothers and seconded by Councilmember Leppa to adopt the following ordinance:

ORDINANCE 87-

AN ORDINANCE RELATING TO PUBLIC SAFETY
AMENDING CRYSTAL CITY CODE, CHAPTER IX BY
ADDING A SECTION

and further, that the second and final reading be held on July 21, 1987.

Motion Carried.

The City Council considered Community Development Block Grant Program Year XIII Day Care Program.

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

RESOLUTION NO. 87-37

A RESOLUTION APPROVING CDBG YEAR XIII DAY CARE PROGRAM
WITH MINNEAPOLIS DAY CARE

BE IT HEREBY RESOLVED by the City Council of the City of Crystal that the Mayor and City Manager be authorized to enter into an Agreement with Greater Minneapolis Day Care, a public service agency, for providing \$10,000 from the Urban Hennepin County Community Development Block Grant to the Agency in support of the Child Care Sliding Fee Program.

AND FURTHER, that the Mayor and City Manager be authorized to sign such

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Agreement.

By roll call and voting aye: Langsdorf, Rygg, Moravec, Smothers, Aaker, Leppa, Herbes.

Motion Carried, resolution declared adopted.

Mayor

ATTEST:

City Clerk

The City Council considered a resolution authorizing application for Metropolitan Council Tonnage Payment Program.

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

RESOLUTION NO. 87-38

RESOLUTION AUTHORIZING APPLICATION FOR
METROPOLITAN COUNCIL
TONNAGE PAYMENT PROGRAM

WHEREAS, a \$4/ton rebate is available to the City of Crystal for residential recycling efforts of the past nine months through the Metropolitan Council's Tonnage Payment Program; and

WHEREAS, there are two volunteer groups in Crystal, Boy Scout Troop 530 and St. Raphael's School's Athletic Association, which conduct recycling programs that qualify for this rebate along with the City's waste oil collection; and

WHEREAS, the City of Crystal appreciates these voluntary recycling efforts;

NOW, THEREFORE, BE IT RESOLVED, by the City Council, City of Crystal, Minnesota, that staff be authorized to apply for the Metropolitan Council tonnage payments on behalf of the volunteer groups; and

BE IT FURTHER RESOLVED that the rebate monies be refunded back to Boy Scout Troop 530 and St. Raphael's School's Athletic Association for conducting the

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recycling programs.

By roll call and voting aye: Langsdorf, Rygg, Moravec, Smothers, Leppa, Herbes, Aaker.

Motion Carried, resolution declared adopted.

Mayor

ATTEST:

City Clerk

The City Council considered the narrative report from the Police Department regarding the Iron Horse.

The City Council discussed the cost of park logos for departmental vehicles. No action taken.

The City Council considered a six-month lease with Waste Management Board for space at Thorson Community Center for the period 7/1/87 through 12/31/87.

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

RESOLUTION NO. 87-39

RESOLUTION RELATING TO AN AGREEMENT WITH
THE WASTE MANAGEMENT BOARD

BE IT HEREBY RESOLVED by the City Council of the City of Crystal that the Mayor and City Manager be authorized to enter into a sub-lease with the State of Minnesota for rental of space at the Thorson Community Center, which is amendment No. 2 to State of Minnesota Lease #8419,

AND FURTHER, that the Mayor and City Manager be authorized to sign such sub-lease.

By roll call and voting aye: Langsdorf, Rygg, Moravec, Smothers, Aaker, Leppa, Herbes.
Motion Carried, resolution declared adopted.

7 JULY 1987

Mayor

ATTEST:

City Clerk

Moved by Councilmember Herbes and seconded by Councilmember Moravec to approve the list of license applications, as submitted by the City Clerk to the City Council in the preliminary agenda, a copy of which is on file in the office of the City Clerk, and further, that such list be incorporated into and made a part of this motion as though set forth in full herein.

Moved by Councilmember Herbes and seconded by Councilmember Langsdorf to adjourn the meeting.

Motion Carried

Meeting adjourned at 9:50 P.M.

Mayor

ATTEST:

City Clerk

CRYSTAL PLANNING COMMISSION MINUTES

July 13, 1987

The meeting of the Crystal Planning Commission convened at 7:30 p.m. with the following present: Anderson, Barden, Christopher, Elsen, Feyereisen, Guertin, Halpaus, Kamp, Magnuson and Nystrom; also present were Building Inspector Peterson, City Engineer Monk and Recording Secretary Scofield.

Moved by Commissioner Magnuson and seconded by Commissioner Elsen to approve the minutes of the June 8, 1987, meeting.

Motion carried.

Marilyn Kamp was sworn in as commissioner.

1. Chairperson Feyereisen declared this was a continuation of the public hearing to consider Application #87-35 as submitted by Kelley Monroe of C & K Properties to rezone from B-4 District (Community Commercial) to B-3 District (Auto-Oriented Commercial) property located at 5407 and 5413 Florida Ave. N. The applicant withdrew his application.

Moved by Commissioner Magnuson and seconded by Commissioner Christopher to close the public hearing.

Motion carried.

Moved by Commissioner Barden and seconded by Commissioner Halpaus to note applicant has withdrawn Application #87-35.

Motion carried.

2. Chairperson Feyereisen declared this was the time and the place as advertised for a public hearing to consider Application #87-44 as submitted by Jeff Sweet of Midwest Auto Malls, Inc. to rezone from B-3 District (Auto-Oriented Commercial) and B-4 District (Community Commercial) to PUD District (Planned Unit Development); Application #87-45 for a conditional use permit for the site plan of a PUD (Section 515.51, Subd. 2 b) and Application #87-46 for a conditional use permit to allow automotive repair in a B-3 zone (Section 515.35, Subd. 4 c) property located at 6918 and 6924 - 56th Ave. N. The applicant requested this item be continued to next meeting (August 10) as he is having problems clearing up the title.

The following was heard: Jerry Choromanski of The Bank North (formerly Crystal State Bank) stated he felt it would be a setback of the beautification project of Bass Lake Road (does not want an 8-bay automotive operation that may detract from their addition).

July 13, 1987 - Continued

- A. Moved by Commissioner Magnuson and seconded by Commissioner Christopher to continue until August 10 the discussion of Application #87-44, as submitted by Jeff Sweet of Midwest Auto Malls, Inc. to rezone from B-3 District (Auto-Oriented Commercial) and B-4 District (Community Commercial) to PUD District (Planned Unit Development) property located at 6918 and 6924 - 56th Ave. N., P.I.D. #05-118-21-42-0033 and #05-118-21-42-0009, and to renotify property owners within 350'.

Motion carried.

- B. No action was taken by Commission on Application #87-45, as submitted by Jeff Sweet of Midwest Auto Malls, Inc., for a conditional use permit for site plan of a PUD at the property as described above since Commission continued until August 10 application #87-44 for rezoning.

- C. No action was taken by Commission on Application #87-46, as submitted by Jeff Sweet of Midwest Auto Malls, Inc. for a conditional use permit to allow automotive repair in a B-3 zone at the property as described above since Commission continued until August 10 application #87-44 for rezoning.

- 3. Consideration of a building permit for an auto mall at 6918 and 6924 - 56th Ave. N.

Moved by Commissioner Magnuson and seconded by Commissioner Christopher to continue until August 10 the discussion of issuing building permit #8436 to Construction 70 to construct two buildings (127'x52' and 65'x68') for an auto mall at 6918 and 6924 - 56th Ave. N., subject to standard procedure.

Motion carried.

- 4. Randy Lee Asleson appeared regarding Variance Application #87-48 for an addition to the house which will encroach in the required 30' side street side yard setback at 6105 Douglas Drive North.

Moved by Commissioner Christopher and seconded by Commissioner Magnuson that pursuant to Section 515.55 of the Crystal City Code to recommend to the City Council to vary or modify the strict application of Section 515.13, Subd. 3 a) 2) iii), to grant a variance of 6' 1" in the required 30' side street side yard setback for construction of a 24'x35' addition to the existing house at 6105 Douglas Drive North, P.I.D. #05-118-21-11-0072, as requested in Application #87-48 of Randy Lee Asleson.

July 13, 1987 - Continued

The findings of fact are: Believe it will enhance property, addition is in line with rest of house and no detriment to neighborhood.

Motion carried.

5. Consideration of Variance Application #87-49 as requested by Nicklow's for a deck on the existing building which will encroach in the required 22' front yard setback at 3516 Lilac Drive.

Moved by Commissioner Elsen and seconded by Commissioner Christopher that pursuant to Section 515.55 of the Crystal City Code to recommend to the City Council to vary or modify the strict application of Section 515.13, Subd. 2 b) 1) to grant a variance of 6.25' in the required 22' front yard setback for construction of a 14'x30' 6" deck on the existing building at 3516 Lilac Drive, P.I.D. #07-029-24-22-0079, as requested in Application #87-49 of Nicklow's.

The findings of fact are: The addition appears to be something the City would have no problem with and customers would enjoy.

The following voted aye: Christopher, Elsen, Feyereisen, Guertin, Halpaus, Kamp and Nystrom. The following voted no: Anderson, Barden and Magnuson.

Motion carried 7-3.

6. Consideration of Variance Application #87-50 as requested by James and Patricia Zwack for an addition to the house which will encroach in the required 40' rear yard setback at 5419 - 50th Ave. N.

Moved by Commissioner Christopher and seconded by Commissioner Elsen that pursuant to Section 515.55 of the Crystal City Code to recommend to the City Council to vary or modify the strict application of Section 515.13, Subd. 4 a), to grant a variance of 12' in the required 40' rear yard setback for an 8'x14' addition to the existing house at 5419 - 50th Ave. N., P.I.D. #09-118-21-13-0001, as requested in Application #87-50 of James and Patricia Zwack.

The findings of fact are: Addition to house would enhance property. It is a typical corner lot, and the addition does not intensify the non-conformance.

The following voted aye: Anderson, Barden, Christopher, Elsen, Feyereisen, Guertin, Halpaus, Kamp and Magnuson.

July 13, 1987 - Continued

The following voted no: Nystrom.

Motion carried 9-1.

7. Merle Mattson of Noble Investments appeared regarding a building permit for remodeling of the existing building at 4711 - 36th Ave. N. (presently American Council of the Blind and will be Snyder Drugs).

Moved by Commissioner Magnuson and seconded by Commissioner Christopher to recommend to the City Council to approve authorization to issue building permit #8429 for remodeling of the existing building located at 4711 - 36th Ave. N., P.I.D. #07-029-24-21-0097, subject to standard procedure.

Motion carried.

8. Consideration of final plat approval of Liberty Estates located at 6000 Lakeland Ave. N., P.I.D. #05-118-21-11-0032.

Moved by Commissioner Christopher and seconded by Commissioner Elsen to recommend to the City Council to grant final plat approval of Liberty Estates which is unplatted property.

Motion carried.

9. Mark Ravich, President of Tri-Star Development Corp., appeared regarding a building permit for construction of a shopping center at 3640 Winnetka Ave. N.

Moved by Commissioner Elsen and seconded by Commissioner Kamp to recommend to the City Council to approve authorization to issue building permit #8426 to NCL Construction for construction of an 80'x210' shopping center at 3640 Winnetka Ave. N., P.I.D. #17-118-21-33-0005, subject to standard procedure.

The following voted aye: Anderson, Barden, Christopher, Elsen, Feyereisen, Guertin, Halpaus and Kamp. The following voted no: Magnuson and Nystrom

Motion carried 8-2.

Moved by Commissioner Magnuson and seconded by Commissioner Barden to adjourn.

Motion carried.

Chairperson Feyereisen

Secretary Christopher



MINNEAPOLIS – CRYSTAL
Elks Lodge No. 44
Benevolent and Protective Order of Elks

5410 LAKELAND AVENUE • CRYSTAL, MINNESOTA 55429 • (612) 533-8360

July 2, 1987

City Clerk
City of Crystal
4141 Douglas Drive N.
Crystal, MN 55422

To Whom It May Concern:

Our organization has been asked to conduct the selling of pulltabs for the Crystal Firemens Benefit. The date is August 22, 1987, between the hours of 6:00 p.m. to midnight. The location of this benefit is the John Irving Fire Station located at West Broadway and Douglas Drive.

We are licensed under the Minnesota Charitable Gambling Control Board to conduct the sale of pulltabs. License Number A-00244.

According to the Gambling Control Board, we must obtain permission from the City of Crystal to conduct off-site sale of pulltabs. I am therefore, requesting a letter from the City giving their permission. This letter will be submitted to the Gambling Control Board.

Sincerely,

Ronald A. Christenson

Ronald A. Christenson
Elks Gambling Manager

TO: John A. Olson, Acting City Manager

FROM: Bill Monk, City Engineer

DATE: July 15, 1987

RE: Sunnybrook PUD

As directed by the City Council at their meeting of July 7, this office has worked with the City Attorney to prepare Findings of Fact related to the Sunnybrook PUD. The attached draft of the findings is specifically related to the rezoning and conditional use permit requests submitted by the Sunnybrook developer. The Council is free to modify or add items to the draft so the final document includes all issues relevant to their position.

Following action on the Findings of Fact, it is required that specific action be taken on each of the rezoning and conditional use permit requests to finalize the process. These items will be listed again on the agenda for that reason.


WM:jrs

RESOLUTION NO. 87-

RESOLUTION REGARDING
FINDINGS OF FACT FOR SUNNYBROOK
PLANNED UNIT DEVELOPMENT

WHEREAS, the City Council has considered and reviewed extensive background information pertaining to the Sunnybrook PUD including memoranda and reports prepared by the City staff, memoranda and reports prepared by the applicant and his consultants, and the minutes of the previous Planning Commission public hearings on this matter;

WHEREAS, the City Council on July 7, 1987, conducted a public meeting at which the applicant and his representatives spoke and at which members of the community spoke;

WHEREAS, the City council has been fully advised as to the scope and nature of the development;

NOW, THEREFORE, BE IT RESOLVED that the following findings and conclusions are adopted in connection with the application of the Sunnybrook PUD:

1. The proposed plan is inconsistent with the City's adopted Comprehensive Plan which contemplates a mixture of low, medium, and high density residential uses for the property.

2. The proposed density of 19.1 units per acre exceeds the recommended density set forth in the Land Use section of the Comprehensive Plan and the allowable density within the property's present zoning designation of R-1, Single Family Residential, as defined in the Crystal Zoning Ordinance.

3. The traffic generated by the development will have a negative impact on traffic circulation in the area as local streets are used to access 36th Avenue, Douglas Drive and T.H. 100. Brunswick and 32nd Avenues will be significantly impacted by the addition of approximately 1,500 vehicle trips per day generated by the proposed apartment complex.

4. A need for more apartments in the area has not been demonstrated.

5. Because of the size and intensity of the development, indications suggest the proposal would have a negative impact on property values in the area especially for the residential property immediately adjacent.

6. A substantial number of residents in the surrounding neighborhood have opposed the development and have submitted a petition to the City Council. The objections of the neighbors are justified and supported by the potential adverse consequences of the development, such as increased traffic and potential diminished value of some of the homes in the area.

7. While areas of poor soils exist on the site, this fact in and of itself does not offset the negative impacts or justify the higher density proposed.

8. Given the land use and traffic issues listed above, rezoning of the site from R-1, Single Family Residential, to PUD, Planned Unit Development, and the corresponding amendment to Crystal's Comprehensive Plan are not in the best interests of the public health, safety and welfare of the City.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING
EXECUTION OF CONTRACT FOR
PRIVATE DEVELOPMENT

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 Projected 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 and HRA have 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, Crystal Senior Housing Limited Partnership (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 which redevelopment in the District has been undertaken and is being assisted; and

WHEREAS, the City Council has been presented, for its consideration, with a proposed contract for the private development of lands within the TIF District by the Developer (Proposed Contract); and

WHEREAS, the City Council has been fully informed of the terms and provisions of the Proposed Contract and approves of the same.

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

1. The Mayor and City Manager are hereby authorized and directed to execute, on behalf of the City, a document in substantial conformance with the Proposed Contract.
2. The Mayor and City Manager are hereby authorized to take all acts and do all things reasonably necessary to carry out the obligations of the City in accordance with such contract.

Dated: _____, 1987

By _____
Its Mayor

By _____
Its Acting City Manager

1226RE01.E14

[DRAFT]

7/15/87

CONTRACT FOR PRIVATE DEVELOPMENT

Among

THE CITY OF CRYSTAL, MINNESOTA,

and

THE HOUSING AND REDEVELOPMENT AUTHORITY
OF THE CITY OF CRYSTAL

and

CRYSTAL SENIOR 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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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 Refunding Bonds, Series 1986A, 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 to the Construction Plans approved by the HRA as hereinafter provided. The Development is intended to serve as units of rental housing for persons of low or moderate income, with each unit occupied by at least one person 55 years of age and older.

(d) Housing Bonds. The Housing Revenue Bonds to be issued and sold by the City in aid of the Improvements.

(e) Improvements. Each and all of the improvements specified and provided in the Preliminary Plans which are attached hereto as Exhibit C and in the Construction Plans which are approved by the City and the HRA as hereinafter provided.

(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 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) Preliminary Plans. The separate plans and documents, including the Schedule of Rents, shown or described in Exhibit C.

(i) Project Area. The geographic area within the TIF District.

(j) Property. The real property located within the Project Area and collectively consisting of separate parcels of land described and numbered in Exhibit A.

(k) Redevelopment Plan. Collectively, the Redevelopment Plan and the TIF Plan for the Project Area.

(l) Tax Increment. The tax increments resulting from by increases in the assessed valuation of property in the TIF District.

(m) 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. Agreement Limiting Repayment Obligation
- G. Interest Rate Reduction Agreement

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 Agreement 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 use its best efforts to obtain the necessary equity capital and commitments for mortgage financing necessary for construction of the Improvements.

(c) The Developer will, subject to unavoidable delay, 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.

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 has obtained and will convey marketable title to the Developer to the Property in accordance with this Agreement. 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 Improvements, including the prompt adoption of necessary preliminary resolutions and other necessary plans and programs necessary for the issuance of Housing 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 the Property to Developer and the Developer agrees to purchase the Property from the HRA. 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 as full purchase price for the Property in the sum of \$1.00.

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 September 1, 1987, at Developer's option or not to exceed six months beyond September 1, 1987, at such later date, 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 due and payable in the year of Closing, if any, 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; and

Section 3.6. Title Insurance. Not later than 30 days after the execution of this Agreement 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 also furnish Developer a current survey of the Property and not later than 60 days following execution of this Agreement. 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 relating to liens and encumbrances shall be deemed to affect marketability. 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 currently 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 revert title in the HRA.

Section 3.8. Housing Bonds. Except as otherwise provided herein, prior to Closing, the City shall have issued and sold the Housing Bonds.

In the event such bonds are not issued and sold on or before the last date for Closing, this Agreement shall be null and void, and the parties hereto shall be released from their respective obligations hereunder unless Developer submits evidence of mortgage financing satisfactory to HRA under Section 7.1. In the event that the City is unable to issue and sell the Housing Bonds at a net effective interest rate of 8 1/4% per annum or less, Developer may, at its discretion elect not to proceed. Upon such election the obligations of the parties under this Agreement shall terminate.

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 specifications 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. Interest Rate Reduction. At Closing, and as a precondition to the obligation of the HRA to transfer title to the Property and the Developer to purchase the Property, the parties will enter into an Interest Rate Reduction Agreement in substantially the form of the attached Exhibit G.

Section 3.11. Sewer Availability Charge (SAC). At Closing, and as a precondition to the obligation of the Developer to accept transfer of title to the Property, the HRA will advance to Developer the sum of \$23,625 which will be used by Developer to pay the SAC charge for the Project.

Section 3.12. Liens or Encumbrances. Prior to the date on which the HRA makes its lump sum payment pursuant to the Interest Reduction Program Agreement, Developer shall not cause nor permit or suffer any lien or encumbrance to be placed upon the property. It is the intent of this Section 3.12 that, if the HRA revests itself in title to the Property pursuant to Section 9.3 prior to the date of such lump sum payment, the Property will be free and clear of any liens or encumbrances caused, permitted or suffered to be made by the Developer to that end, the Developer agrees that it shall indemnify and hold harmless the HRA from any claim or cause of action arising out of or occasioned by the enforcement of such liens or encumbrances if the HRA succeeds to Developer's interest in the property pursuant to Section 9.3.

Section 3.13. County Approval. Simultaneous with the execution of this Agreement, the parties will also execute the Agreement Limiting Repayment Obligation (Document) in substantially the form of the attached Exhibit F. The City and HRA shall promptly submit such executed Document to the County for approval by the County Board and execution on behalf of the County. The parties agree that they will cooperate and assist one another in seeking prompt consideration of the Document by the County. The HRA may, at its option delay the Closing and may, at its further option terminate this Agreement if the Document is not executed by the County prior to the last date for Closing.

Section 3.14. Hearing Prior to Conveyance. The conveyance contemplated in this Article III is subject to the obligation of HRA to hold the public hearing and make the findings required by Minnesota Statutes, Section 462.525. The HRA represents that it is currently unaware of any facts which would preclude it from holding such a hearing, making the findings required in such laws or from authorizing the conveyance following

such hearing and findings. The HRA also represents that it will utilize its best efforts to hold its hearing and make the requisite findings within thirty (30) days of the date of this Agreement.

ARTICLE IV.

CONSTRUCTION OF IMPROVEMENTS

Section 4.01. Construction of Improvements. The Developer agrees that subject to unavoidable delays it will construct the Improvements on the Property in accordance with the Construction Plans and will, so long as it owns the Property, operate, maintain, preserve and keep the Improvements in good repair and condition.

Section 4.02. Construction Plans. Not later than 120 days from the date of this Agreement, and in any event before Closing, the Developer shall submit to the HRA and to the City its Construction Plans including any proposed modifications to the Schedule of Rents. The HRA and City shall have 15 days to review the Construction Plans for the limited purpose of determining whether such plans are 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, and whether the value of the Property and Improvements upon completion will be at least \$2,300,000. If the City and HRA determine such plans not to be in conformity, or determine that the value as the Improvements is less than the above-stated amount, 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 December 31, 1988. For the purpose of this Agreement, 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 determine that construction has been completed in accordance with the Construction Plans and that the land and improvements have a market value of at least \$2,300,000, 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 20 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.

Section 4.5. Failure to Construct. In the event that following the date on which the HRA makes its lump sum payment, and except as to unavoidable delay, the Developer fails to commence or complete construction 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 \$240,875. Developer shall also be deemed to have failed to complete construction if, at any time prior to the issuance of the Certificate of Completion, the Holder has succeeded by foreclosure or a deed in lieu thereof to Developer's interest in the Property. 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 after the HRA has made its lump sum payment. As security for the obligations created in this Section 4.5, the parties agree (and the loan documents and Exhibit G shall so state) that the lump sum payment of \$240,875 made by the HRA in accordance with Exhibit G shall remain in the hands of the Trustee for the housing revenue bonds, and shall not be expended, pledged or otherwise encumbered until the Certificate of Completion is issued pursuant to Section 4.4. Upon notification by the HRA to the Trustee that the Developer has failed to commence or complete construction on the improvements as provided in Section 4.3, and that the cure period provided in this Section 4.5 has expired, the Trustee shall immediately and without the need for other or further action by the HRA, deliver to the HRA the full amount of said lump sum payment together with all accrued interest. Payment of such monies to the HRA shall constitute a full and complete discharge and satisfaction of Developer's obligations under this Section 4.5 with respect to liquidated damages. The provisions of this Section 4.5 shall not be construed to prejudice or limit the additional right of the HRA created in Article IX of this Agreement. This Section 4.5 is not applicable if the failure to commence or complete construction occurs prior to the date upon which the lump sum payment is made. In such case, the HRA's rights and remedies are as provided in Sections 9.2 and 9.21(a).

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 the Housing Bonds. 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.

[BLANK]

ARTICLE VII.

FINANCING

Section 7.1. Financing. On or before the Closing, the Developer shall submit to the HRA and the City reasonable evidence of financing sufficient for construction of the Improvements.

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 obligations 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 this 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 and to be fully bound by the provisions of Article X to the same extent and in the same manner as the Developer is bound thereby. Any such Holder who shall promptly complete the Development and enter into such written agreement 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 within six months after receipt of said notice), then the Holder shall pursue none of its remedies under the financing based up on the said default of the Developer. In the event of a transfer of the title to the Property to the HRA, or a third party approved by the HRA and the City, whether or not required to cure a default, said transfer shall not constitute an event of default under the financing unless the security of the holder has, in fact, been impaired by said transfer. In the event of said transfer (which does not impair the security of the holder), the holder shall permit the transferee to assume all outstanding obligations (and receive all remaining disbursements) under the financing. The HRA will not approve any financing pursuant to this Article VII which does not contain terms which conform to the terms of this Article VII. The HRA and the City may not modify any of the terms or requirements of this Section 7.5 by agreement with the Holder of any financing without the approval or consent of the Developer.

Section 7.6. Subordination. In order to facilitate the obtaining of financing for the construction of the Improvements, the HRA agrees that it will agree to any reasonable modification of this Article VII with respect to the rights of the HRA or 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 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 Improvements. 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.

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 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, 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 so 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. Default and Events of Default Defined. The following shall constitute defaults (Defaults) under this Agreement.

(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.

Whenever a Default occurs, the HRA shall furnish the Developer with a written notice of default. Unless a longer or shorter period is specified elsewhere in this Agreement, the Developer shall have 30 days from the date of such written notice to cure such Default; provided however, that the City or HRA may extend such cure period if it is satisfied i) that Developer is promptly and diligently pursuing a cure, and ii) a greater period of time is reasonably necessary to accomplish the cure. Failure to

cure a Default within the applicable cure period shall constitute an event of Default (Event of Default under this Agreement).

Section 9.2. Remedies on Default.

Whenever any Default occurs, with respect to which the HRA or City has delivered written Notice of Default to the Developer, the HRA or City may, during the applicable cure period take 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 can and will cure its Default and continue its performance under this Agreement; or
- (b) withhold the Certificate of Completion.

Section 9.21. Remedies on Event of Default.

- (a) Prior to HRA's lump sum payment under Interest Reduction Program Agreement. If the Event of Default occurs prior to such payment, the City or HRA may take one or more of the following actions:
 - i. suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the HRA, that the Developer will cure its Default and continue its performance under this Agreement;
 - ii. cancel and rescind this Agreement, and, if applicable proceed in accordance with Section 9.3 to revest title to the Property in the HRA (the parties acknowledge that the right of the HRA pursuant to Section 9.3 shall survive any such cancellation or rescission of the Agreement);
 - iii. withhold the Certificate of Completion; or
 - iv. take whatever action at law or in equity as may appear necessary or desirable to the HRA or the City to collect any payments due under this Agreement, or to enforce performance by the Developer of its obligations pursuant to Article X or Exhibit G.
- (b) After HRA's Lump Sum Payment under the Interest Reduction Program Agreement. If the Event of Default occurs at any time after the HRA lump sum payment is made, the HRA may proceed as described in Section 9.21 (a), and may also proceed to obtain return of the

lump sum payment and accrued interest thereon if the Event of Default relates to the failure to commence or complete construction as provided in Section 4.5. 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. Article X. 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

CONTRACT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT, made and entered into as of this ____ day of _____, 1987, by and between the HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF CRYSTAL, MINNESOTA, a Minnesota public body corporate and politic, (HRA), the CITY OF CRYSTAL, a Minnesota municipal corporation, (City) and CRYSTAL SENIOR 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 which redevelopment in the District has been undertaken and is being assisted:

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 subject to the limitations of Section 9.2.

Section 9.31. Limitation on Reversion - CDBG Repayment. If an Event of Default shall occur, prior to the issuance of the Certificate of Completion and subsequent to the HRA's lump sum payment, for which the HRA may revest itself in title to the Property, the HRA agrees that it will forego and release such right if the Holder enters into an agreement with the HRA, reasonably satisfactory to the HRA, that Holder (or its successors) will complete construction of the Improvements in accordance with the construction schedule contained in Exhibit D, the Construction Plans and the stipulated market value, and that it will be fully bound, as was the Developer, to the provisions of Article X. As an inducement to such Holder to enter into such Agreement, the HRA agrees that it will pledge any funds available to it as a result of its right to obtain the return as the lump sum payment and accrued interest to reduce the Holder's repayment obligation pursuant to Section 10.4(B) in the event Holder should elect to terminate the provisions of Article X.

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; provided, however, that should such sale

trigger the obligation of the HRA to make repayment of County CDBG monies used in connection with the Project, the portion of the proceeds representing the value of the land (excluding Improvements) shall be paid to the County.

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.

HOUSING

The County of Hennepin, State of Minnesota (the "County") is a designated Urban County Community Development Block Grant recipient pursuant to the provisions of the Housing and Community Development Act of 1974, Title 1 of Public Law 93,383, as amended (42 USC 5301 et seq) ("Title 1"), and the City is an authorized subgrantee participant in the County's Urban Hennepin County Community Development Block Grant program (the "County CDBG Program") under a Joint Cooperation Agreement entered into between the County and the City, pursuant to Minnesota Statutes, Section 471.59. The HRA has acquired the Property with funds provided it by the County and the

City under the County CDBG Program (Project No. 908, year VI), in furtherance of the development of decent housing principally for persons of low and moderate income, and in connection therewith the County has required that the City, the HRA and the Developer comply with certain restrictions imposed by Title 1 and the County pursuant to a Land Disposition Agreement dated April 5, 1983, as amended by Amendment No. 1 to Contract 20426 dated October 7, 1986 among the County, the City and the HRA (the "Land Disposition Agreement").

In order to comply with the requirements of Title 1 and the County under the County CDBG Program and the Land Disposition Agreement, the parties hereto agree as follows:

Section 10.1. Definitions. For purposes of this Article X, the following terms shall have the following meanings:

"Affordable Rents" shall mean, as of the date of determination, rents to be charged by the Developer for at least 51% of the Units in the Development which do not exceed 35% of 80% of the HUD Median Income, or such higher percentage of said HUD Median Income as may be approved by the City. Notwithstanding the foregoing, at least 20% of the units will be available to low income households.

"HUD Median Income" shall mean the median income of the Minneapolis/St. Paul metropolitan statistical area, with adjustments for smaller and larger families, as determined by the Secretary of the United States Department of Housing and Urban Development, or its successor, from time to time.

"Low Income Tenant" shall mean, as of the date of determination, families and individuals whose incomes do not exceed 52% of the HUD Median Income, adjusted for family size.

"Moderate Income Tenant" shall mean, as of the date of determination, families and individuals whose incomes do not exceed 80% of the HUD Median Income, adjusted for family size.

"Qualified Units" shall mean the Units in the Development described in Section 10.2 of this Article X.

Section 10.2. Qualified Units.

(a) The Developer agrees that, at all times during the term of this Article X, at least 51% of the Units in the Development will be occupied or held for occupancy by Low and Moderate Income Tenants, and, included in such 51%, at least 20% of the Units in the Development will be occupied or held for occupancy by Low Income Tenants. The Units so leased or held for lease shall have substantially the same equipment and amenities as the other Units in the Development.

(b) If at any time during the term of this Article X the Developer is unable to lease a Qualified Unit initially leased to a Low or Moderate Income Tenant, the Developer will hold the unrented Unit vacant and offer such Unit for rental to a Low or Moderate Income if necessary to satisfy the requirements of paragraph (a) of this Section 10.2. A Unit shall be considered as occupied by a Low or Moderate Income Tenant until reoccupied, other than for a temporary period not exceeding 31 days, at which time the character of the Unit will be redetermined.

Section 10.3. Reporting Requirements.

(a) The Developer will obtain and maintain on file an initial income certification from each Low or Moderate Income Tenant residing in the Development, which certification will include a statement as to the size of family to occupy the Unit, and will submit such certification with respect to each Low or Moderate Income Tenant to the HRA promptly after execution of the initial lease with such tenant.

(b) The Developer will prepare and submit to the HRA no later than January 15 of each year following the Completion Date, a certificate executed by the Developer stating (i) the total number and percentage of Qualified Units in the Development, (ii) the rentals charged (or, if vacant and held for occupancy, advertised) for each Qualified Unit, and (iii) a

statement of income and size of each Low or Moderate Income Tenant occupying or to occupy a Qualified Unit in the Development, based solely upon the initial income certifications required to be obtained by the Developer under paragraph (a) of this Section 10.3.

Section 10.4. Affordable Rents.

On the date hereof, the Developer has provided the HRA and the City a schedule of proposed rents for the Development (the "Rent Schedule"), which the HRA and City have determined to be Affordable Rents with respect to the Qualified Units. The Developer may from time to time increase or decrease any such proposed rent for a qualified Unit without the consent of the HRA or the City if the revised Rent Schedule reflects Affordable Rents for occupancy by Low or Moderate Income Tenants.

Section 10.41. Preference For City Residents.

Developer's marketing plan shall include a description of the effort it will make, both during the initial lease-up on the Project and thereafter as vacancies occur, to apprise Crystal residents of the availability of Qualified Units in the Project. In the selection of tenants for Qualified Units, Developer shall, consistent with any applicable law, use its best efforts to give preference to persons of low income or low or moderate income who are bona fide residents of the City at the time the unit is available.

Section 10.5. Term and Modification; Cooperation.

(a) The Developer agrees that the provisions of this Article X shall remain in effect for a period of twelve years, commencing upon Closing, or such shorter period as the County may agree to, but in any event not less than the period required by Title 1.

(b) The Developer and HRA hereby acknowledge that the contribution of the City and HRA to the Development hereunder is \$348,625, which sum is compressed of : a) the fair market value of the Property as of the date

hereof; b) the amount of other CDBG monies expended in connection with the Project. At any time during the term of this Article X, the Developer may elect to terminate the provisions of this Article X, by notifying the HRA in writing of such election and by repaying \$348,625 to the HRA on or prior to the termination date specified in such notice. The parties acknowledge and agree that the repayment obligation contained in this subparagraph (b) is limited by the above stated amount and shall not exceed such lesser actual amount which the HRA is legally obligated to pay to the County.

(c) Upon receipt of a written request of the Developer, the HRA agrees that it will cooperate and assist the Developer, at the Developer's cost and expense, to obtain the consent of the County to requested modifications of a reduction in the term of this Article X, or of a reduction in the repayment amount provided for in paragraph (b) of this Section 10.5.

(d) Nothing in this Article X shall be construed to release or modify any other provisions of any other Article of this Agreement or the Housing Bond financing documents.

ARTICLE XI.

ADDITIONAL PROVISIONS

Section 11.1. 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 11.2. 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 11.3. 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 11.4. 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.

Section 11.5. 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 11.6. 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:

Crystal Senior Housing Limited Partnership
% Brutger Companies, Inc.
One Sunwood Drive
Box 399
St. Cloud, MN 56032

ATTN: Wallace T. Johnson

With copy to:

Robert J. Silverman, Esq.
Dorsey & Whitney
2000 First Bank Place East
Minneapolis, MN 55402

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 11.7. 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

CRYSTAL SENIOR HOUSING LIMITED
PARTNERSHIP

By Brutger Companies, Inc.
Its General Partner

By _____
Its _____

0011DA01.E14

Exhibit A

PROPERTY DESCRIPTION

That part of Lot 1, Block 2, HRA 3rd Addition, according to the plat thereof, on file and of record in the office of the Registrar of Titles, Hennepin County, Minnesota.

Exhibit C

PRELIMINARY PLAN DOCUMENTS

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

Exhibit D

CONSTRUCTION SCHEDULE

Construction of all Improvements to be completed not later than
December 31, 1988.

CERTIFICATE OF COMPLETION

The undersigned hereby certifies that Crystal Senior Housing Limited Partnership, has fully and completely complied with its obligations under Article IV of that document entitled "Contract for Private Development," dated _____, 1987, between the HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF CRYSTAL (HRA), the CITY OF CRYSTAL (City) and Crystal Senior Housing Limited Partnership (Developer) with respect to construction of the Improvements, as defined in the Contract, 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

AGREEMENT LIMITING REPAYMENT
OBLIGATION

This Agreement made and entered into as of this ____ day of _____, 1987, by and between the HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF CRYSTAL, a Minnesota public body corporate and politic (HRA), CRYSTAL SENIOR HOUSING LIMITED PARTNERSHIP, a Minnesota limited partnership (Developer) and the COUNTY OF HENNEPIN, a Minnesota municipal corporation (County).

WITNESSETH:

PRELIMINARY STATEMENT OF FACTS

1. The County is a designated Urban County Community Development Block Grant (County CDBG) recipient pursuant to the provisions of the Housing and Community Development Act of 1974, Title 1 of Public Law 93,383, as amended (42 USC 5301, et. seq.) (Title 1).
2. The City is an authorized subgrantee participant in the County's County CDBG program under a Joint Cooperation Agreement entered into between the County and the City pursuant to Minn. Stat., Section 471.59.
3. The HRA has acquired a tract of land legally described as:

Lot 3, Block 1, First Federal Ron Dopp Addition,
Hennepin County

which tract is now described as:

Lot 1, Block 2, HRA 3rd Addition

(Property)
4. The acquisition of the Property by the HRA was with funds provided it by the County and the City under the County CDBG program (Project No. 908, year VI) and in furtherance of the development of decent housing for persons of low and moderate income.
5. As a condition to the use of such County CDBG Funds, the County has required the City, the HRA and developer of the Property to comply with certain restrictions imposed by Title 1 and the County pursuant to a Land Disposition Agreement dated April 5, 1983, as amended by Amendment No. 1 to Contract 20426 dated October 7, 1986, among the County, the City and the HRA (Land Disposition Agreement).

6. Developer has proposed a development for the site consisting of 79 units of rental senior housing principally benefiting low and moderate income citizens.
7. The County by Rule UHC 82-1 has stated its policy that County CDBG monies are subject to repayment in the event that the eligible purposes specified in a Land Disposition Agreement are not being met. The Joint Cooperation Agreement provides that this repayment obligation be addressed in Repayment Agreements entered into between the developer and the subgrantee.
8. The City, HRA and Developer contemplate entering into a Contract for Private Development, which, inter alia will provide that the Developer will erect thereon and senior citizen's housing facility; and should the Developer cease, to devote the facility principally to low and moderate income persons it will promptly pay to the HRA the Stipulated Sum of \$348,625 (Stipulated Sum); and that the payment of such Stipulated Sum shall constitute a full, fair and complete discharge and satisfaction of Developer's obligation to repay to the HRA the County CDBG monies used in connection with the development.
9. The Stipulated Sum is an amount of money equal to the sum of:
 - a. \$325,000 - the fair market value of the Property upon the date of execution of this Agreement.
 - b. \$23,625 - the amount of County CDBG monies contemplated to be expended by the HRA to pay Sewer Availability Charge (SAC) occasioned by the development.
10. The HRA, and the City are, however, unwilling to limit the Developer's repayment obligation as stated above unless they have obtained irrevocable assurance from the County that payment of the Stipulated Sum to the County upon a triggering of Developer's repayment obligation would constitute a full, final and complete discharge and satisfaction of the City and HRA's obligations under the Land Disposition Agreement and the Joint Cooperation Agreement.
11. The County has fully reviewed the matter and the request of the Developer, HRA and City, and has concluded that the Stipulated Sum does constitute a fair and reasonable determination of the amount of monies which would be due to the County under its County CDBG Program.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the parties, which consideration each deems to be full and adequate, the parties hereby agree as follows:

1. In the event that the Developer, the HRA and the City execute the Contract for Private Development, they agree that the Contract will place upon Developer a repayment obligation containing substantially the terms described herein at paragraph 8. Such repayment obligation shall be enforceable from the time that the title to the Property passes to the

Developer and shall remain in affect for the term required by the County for such repayment agreements (subject, however, to the right of the City, HRA and Developer to seek a reduction in such term).

2. In the event that the Developer shall fail to construct a senior citizen housing facility on the Property, this Agreement shall be null and void, and the City, HRA and County shall proceed in accordance with the provisions of the Land Disposition Agreement.
3. In the event that the Developer does construct a senior citizen housing facility on the Property and in the further event that, at any time during the term of Developer's repayment obligation, Developer ceases to make the development available principally to persons of low or moderate income, it shall, pursuant to this Agreement and the Contract for Private Development promptly pay to the HRA the total sum of \$348,625. Upon receipt of such Stipulated Sum, the HRA shall, pursuant to this Agreement, the Land Disposition Agreement and the Joint Cooperation Agreement, pay over to the County such Stipulated Sum.
4. Payment by the Developer to the HRA shall constitute a full, complete and final discharge of the Developer's County CDBG repayment obligation under this Agreement and the Contract for Private Development.
5. Payment of the HRA to the county shall constitute a full, complete and final discharge of the City and HRA's County CDBG repayment obligation pursuant to this Agreement, the Land Disposition Agreement and the Joint Cooperation Agreement.
6. The County acknowledges and understands that the City, HRA and Developer are acting in reliance upon the County's agreement to accept as full and final payment the Stipulated Sum, and consequently the County agrees that it will not, for any reason, increase the total sum of money required by it to satisfy the repayment obligations of the City or the HRA.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be duly executed and have set their hands as of the day and year first above written.

COUNTY OF HENNEPIN

By _____
Its _____

CITY OF CRYSTAL

By _____
Its _____

By _____
Its _____

HOUSING AND REDEVELOPMENT AUTHORITY
IN AND FOR THE CITY OF CRYSTAL

By _____
Its _____

By _____
Its _____

CRYSTAL SENIOR HOUSING LIMITED
PARTNERSHIP

By Brutger Companies, Inc.
Its General Partner

By _____
Its _____

A:0011DA01.E14

EXHIBIT G

INTEREST REDUCTION PROGRAM
AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, 1987, by and between the Housing and Redevelopment Authority in and for the City of Crystal, a Minnesota corporate body public and politic (HRA) and Crystal Senior Housing Limited Partnership (Developer).

Section 1. Definitions. Subdivision 1. For purposes of this Exhibit the terms defined in this section have the meanings given them.

Subd. 2. Interest Reduction Program or Program means the interest reduction program described in Section 2.

Subd. 3. Loan Documents includes but is not limited to the following documents delivered at the closing and delivery of the Housing Bonds; Loan Agreement, Trust Indenture, Mortgage, and the Declaration of Restrictive Covenants.

Subd. 4. Housing Bonds means the bonds of the City issued in assistance of the Improvements the proceeds of which will or have been loaned to the Developer by the City.

Subd. 5. Reduction Funds means the monies paid pursuant to the Program.

Subd. 6. Trustee means and includes the Trustee under the Trust Indenture for the Housing Bonds or such other fiduciary mutually acceptable to the HRA and the Developer.

Subd. 7. HRA Lien means the lien of the HRA against the Property securing the Reduction Funds: HRA Lien Maturity the date on which the HRA Lien is payable.

Subd. 8. All other capitalized terms have the meanings given them by the Agreement to which this is an Exhibit.

Sec. 2. Interest Reduction Program. In connection with the Project the HRA agrees to undertake an Interest Reduction Program pursuant to Section 462.445, Subdivision 10 and Section 273.75, Subdivision 4 of the Act, to assist in the financing of the Improvements which are housing units intended primarily for occupancy by elderly persons, including not less than 51% of the units for person of low and moderate income as defined by law. To assist in the financing of the Improvements the City will issue and sell the Housing Bonds and not to exceed \$3,800,000 of the proceeds thereof will be loaned to the Developer under the Loan Documents. In determining to proceed with the Interest Reduction Program the HRA has considered (i) the availability and affordability of other governmental programs, (ii) the availability and affordability of private mortgage

financing, and (iii) the need for additional affordable mortgage credit to encourage the construction and enable the purchase of housing units and the rental thereof at affordable rates within the jurisdiction of the HRA.

Sec. 3. Necessity of Program. The City and the HRA have relied upon representations the Developer has provided to the HRA that the Program is essential for the construction and installation of the Improvements and that without the Program the construction and installation of the Improvements would not be financially feasible for the Developer. The HRA and the City have determined that the adoption and administration of the Program are essential to the successful completion of the Project Area and the achievement of the goals of the City's housing plan.

Sec. 4. Payment. The Reduction Funds paid by the HRA to Developer under the Program for the Improvements will consist of a lump sum payment of \$240,875 to be made at closing and delivery of the Housing Bonds. The payment of the Reduction Funds will be made by the HRA to the Trustee for the Housing Bonds. Subject to the provisions of Section 4.5 of that certain document entitled "Contract For Private Development" dated _____, 1987 by and between the parties hereto, the Reduction Funds and investment earnings thereon shall be applied by the Trustee to the payment of interest on the Housing Bonds in accordance with the Loan Documents. If the Reduction Funds are returned to the HRA as provided in Section 4.5 of the Contract, the lien created pursuant to Section 7 of this agreement shall, upon such payment, become null and void.

Sec. 5. Program Limitations. If at any time the low and moderate income requirements of the Loan Documents and the Housing Bonds are not met and the interest on the Housing Bonds becomes subject to federal income taxation any balance of the Reduction Funds held by the Trustee shall be returned to the HRA and the Loan Documents must so provide.

Sec. 6. Reporting. As required by Section 462.445, Subdivision 11 of the Act, the HRA shall on or before January 2 of each year report to the Commissioner of the Minnesota Department of Energy and Economic Development a description of the Program and the recipients of interest reduction assistance. The Developer agrees to furnish the HRA with information at such times and in such form as the HRA determines. The HRA shall publish the annual statement required by Section 273.74, Subdivision 5 of the Act.

Sec. 7. Lien. As provided in Section 462.445, Subdivision 12 of the Act, upon the sale or transfer by Developer of the Improvements the HRA shall be paid an amount as determined hereinafter and the obligation to pay that amount will be secured by the HRA Lien.

Sec. 8. Amount of Lien. Subdivision 1. The amount required to be paid to the HRA to satisfy the HRA Lien is determined in accordance with

the following formula set forth in Section 462.445, Subdivision 12 of the Act:

- a) the sale price of the property, less;
- b) the downpayment, any payments of principal, other payments made to construct, acquire or improve the property and any outstanding liens or mortgages securing loans, advances, or goods and services provided for the construction, acquisition or improvement of the property, less;
- c) the amount, if any, which the authority determines should be allowed for the developer or other benefited property owner as a return on the developer's or other benefited property owner's investment in the property, multiplied by;
- d) a fraction, the numerator of which is the interest reduction payments made by the authority and the denominator of which is the total of the downpayment, all principal and interest payments including any portion paid by the authority, and other payments made to construct, acquire or improve the property. In the case of a transfer, other than an arms-length sale, an appraisal shall be substituted for the sale price.

Subd. 2. The variables in the statutory formula set forth in Subdivision 1 for the computation of the HRA Lien are determined as follows:

- a) Downpayment. The downpayment shall be equal to the cash equity, composed of cash, profit and overhead, in the amount of \$512,000, supplied by Developer at the Closing and delivery of the Housing Bonds.
- b) Developer's Return. The amount of Developer's return on Developer's investment in the Improvements shall be 1% per month for each full calendar month from the date on which a Certificate of Completion for the Improvements is issued, until the month in which the HRA Lien is satisfied with the final month amount prorated to the actual date of satisfaction of the HRA Lien. The percentage stated includes any inflation factor.

Sec. 9. HRA Lien Maturity. Subdivision 1. It is the intention and agreement of the parties that in compliance with Section 462.445 of the Act, that the HRA Lien Maturity take place upon the "benefited owner's sale or transfer of the property". The "property" in this Agreement is the Improvements, and the "benefited owner" of the Improvements is a limited partnership, with one general partner, and at least one limited partners at the time this Agreement is executed. A sale or transfer of the Improvements or of any partnership interest in the Developer, of any nature, voluntary or involuntary, shall constitute the HRA Lien Maturity, except as follows.

Subd. 2. Initial Sale of Limited Partnership Interests. The parties understand that the Developer or initial limited partners intend to sell

some Limited Partnership interests after the execution of this Agreement, and such sales or transfers shall not constitute the HRA Lien Maturity, if they are completed before December 31, 1989.

Subd. 3. Subsequent Sale of Partnership Interests. After December 31, 1989, the sale or transfer of less than 70% of the limited partnership interests over a 12 month period shall not constitute the HRA Lien Maturity if there are not more than five Limited Partnership interests at any one time. If there are more than five limited partnership interests, the sale or transfer of more than 50% of the limited partnership interests over a twelve month period, after December 31, 1988, shall constitute HRA Lien Maturity.

Subd. 4. Death of a Partner. The death of either a general or limited partner of Developer shall not constitute the HRA Lien Maturity, nor the transfer to or from an estate resulting therefrom.

Subd. 5. Additional Financing. Supplementary financing by the Developer for the purposes of repair, remodeling or renovation, providing no distribution of money or item of any value is made from the proceeds of the refinancing to any general or limited partner, or the Developer entity, directly or indirectly, shall not constitute the HRA Lien Maturity.

Subd. 6. Refinancing. Total refinancing of the Housing Bonds will constitute the HRA Lien Maturity.

Sec. 10. Creation of Superior Liens. The HRA Lien is subordinate to the Declaration of Restrictive Covenants, and the anticipated liens of the Loan Documents, but this subordination shall not be construed as granting the Developer the right to burden the Property with any lien superior to the HRA Lien other than those specified in this section or Section 9, Subd. 5. In addition, the liens which may be created by the original Loan Documents, the HRA Lien will be subordinate to any mortgage or lien created to refinance the original Housing Bonds, or to secure money to repair or renovate the Improvements if such money is actually used for repair or renovation, and if the total of all such superior liens does not exceed the original Housing Bond amount, estimated at this time to be not more than \$3,800,000.

Sec. 11. Partnership Interest as Security. Nothing contained in this shall be construed to limit or prohibit the right of the Developer to pledge or otherwise subject the partnership interests of the Developer to a security agreement, provided such pledge or security agreement does not create rights superior to the HRA Lien.

Sec. 12. Foreclosure. If the HRA Lien is not paid upon HRA Lien Maturity, the HRA shall have the right to foreclose on said lien in a manner consistent with the procedure for foreclosure of a real estate mortgage in Minnesota Statutes, Chapter 582, including the right of redemption.

Sec. 13. Expiration of Lien. The right of the HRA to the HRA Lien shall expire only upon payment or by mutual agreement of the parties.

IN WITNESS WHEREOF, the HRA has 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

CRYSTAL SENIOR HOUSING LIMITED
PARTNERSHIP

By Brutger Companies, Inc.
Its General Partner

By _____
Its _____

Honorable City Council
Crystal, Minnesota

Gentlemen and Women:

We are holding a church festival the weekend of August 7-9th, 1987. To advertise for this event we place a series of signs on our fence along the Bass Lake Road side of our property and a lighted sign at the north entrance to the church. We would like to request a waiver of the fee for using these signs.

Sincerely,

Midge Hudrlik

Midge Hudrlik
Facilities Chairperson
Parish Festival

APPLICATION FOR LICENSE

4141 Douglas Drive, Crystal, Minnesota 55422

HONORABLE CITY COUNCIL
CRYSTAL, MINNESOTA

COUNCILMEMBERS:

I . Justin Anderson for
WE Crystal Fire Relief Ass'n. & Auxiliary, Inc.

4141 Douglas Drive

Crystal, MN 55422

Fee, \$ 13.25/day + Ins.

Seasonal x

New Renewal

Telephone 533-5000

enclose the sum of ONE HUNDRED NINETEEN and 25/100 - - - - - DOLLARS
to the City of Crystal as required by the Ordinances of said City and have complied with all the
requirements of said Ordinances necessary for obtaining this License:

NOW, THEREFORE, I

Justin Anderson for Crystal Fire Relief Assn. & Auxiliary, Inc. hereby make application to
operate one beerstand each in Becker Park, Welcome Park & Valley Place Park
July 24, 25 and 26, 1987 (Crystal Frolics)
for the period through subject to all
conditions and provisions of said Ordinance.

City Use Only

JUSTIN F. ANDERSON

Print Name of Applicant

Justin F. Anderson

Signature of Applicant

Dear John

The Crystal Fire Dept. Frolic committee would like to appear before the council to ask permission to use Parks Becker, welcome and Valley place on July 24, 25 & 26 for the purpose of the Annual Crystal Frolics and the associated activities.

We would also like a 3 day beer permit and request that the usual fee of \$119.25 be waived. A copy of our drom ship insurance attached.

We would also like a permit to hold a Carnival during this same period. Enclosed is a copy of Klein Amusements insurance policy and the appropriate fee attached.

Respectfully
Crystal Frolic com
J. Brook Chinn

MINNESOTA LIQUOR LIABILITY ASSIGNED RISK PLAN

ADMINISTRATOR

EMPLOYEE BENEFIT ADMINISTRATION CO.

8441 Wayzata Blvd. Suite 200 Minneapolis, Minnesota 55426-1392 Phone (612) 544-0311

COPY**C E R T I F I C A T E O F C O V E R A G E**

The Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the Contract listed below.

NAME AND ADDRESS OF CONTRACT HOLDER

Crystal Fire Relief Association & Auxiliary
4101 Douglas Drive
Crystal, MN 55422

CONTRACT PERIOD:

12:01 A.M.

From	To
7-24-87	7-27-87

CONTRACT NO.

88-377

Scheduled Premises: Becker Park, Welcome Park and Valley
Place Park during the Crystal Frolics in Crystal, Min

This is to certify that the Contract of Coverage described herein has been issued to the Contract Holder named above and is in force at this time. Notwithstanding any requirement, term or condition of any Contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the Contract described herein is subject to all the terms, exclusions and conditions of such Contract.

TYPE OF COVERAGE**LIMITS OF LIABILITY**

Bodily Injury	\$ 50,000.00 Each Person \$100,000.00 Each Occurrence
---------------	--

Property Damage	\$ 10,000.00 Each Occurrence
-----------------	------------------------------

Loss of Means of Support	\$ 50,000.00 Each Person \$100,000.00 Each Occurrence
--------------------------	--

Should the above Contract be canceled before the expiration date thereof, the Plan will endeavor to mail 30 days written notice to the below named Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the Plan.

Certificate Holders Name and Address:

City of Crystal
4141 Douglas Drive
Crystal, MN 55422

Agents Name and Address:

Steve Oarling
Anchor Insurance Agency
5701 Kentucky Ave. No.
Crystal, MN 55428

Date Issued 6-23-87


Authorized Representative

APPLICATION FOR LICENSE

4141 Douglas Drive, Crystal, Minnesota 55422

HONORABLE CITY COUNCIL
CRYSTAL, MINNESOTA

COUNCILMEMBERS:

I Rollie Smothers for
WE Crystal Lions Club

5707 Rhode Island Ave. N.

Crystal, MN 55428

Fee, \$ 13.25 per day
Seasonal

New Renewal

Telephone 537-5064

enclose the sum of Thirteen and 25/100 DOLLARS
to the City of Crystal as required by the Ordinances of said City and have complied with all the
requirements of said Ordinances necessary for obtaining this License:

NOW, THEREFORE, I

Rollie Smothers for Crystal Lions Club

hereby make application to

operate a 3.2 beer stand at 5354 Douglas Drive (John Irving Fire Station)

for the period August 22, 1987 through August 22, 1987 subject to all
conditions and provisions of said Ordinance.

City Use Only

Rollie Smothers Crystal Lions
Print Name of Applicant

Rollie Smothers
Signature of Applicant

July 16, 1987

The Crystal Lions Club would like to operate a 3.2 beer stand at 5354 Douglas Drive (John Irving Fire Station) for the Crystal Firemens Benefit. This will be on August 22, 1987.

Rollie Smothers has asked that the fee for this license (\$13.25) be waived.

APPLICATION FOR LICENSE

35545
7/7/87

4141 Douglas Drive, Crystal, Minnesota 55422

HONORABLE CITY COUNCIL
CRYSTAL, MINNESOTA

COUNCILMEMBERS:

I Steve Klick
WE Crystal Fireman's Relief Assoc.
4101 - Douglas Drive
Crystal, MN. 55422

Fee, \$21.50

New Renewal

Seasonal

Telephone

enclose the sum of Twenty-One and 50/100 DOLLARS
to the City of Crystal as required by the Ordinances of said City and have complied with all the
requirements of said Ordinances necessary for obtaining this License:

NOW, THEREFORE, I

Steven Klick for Crystal Fireman's Relief Assoc. hereby make application to
hold a raffle & street dance in Parking Lot of North Fire
Station, 5354 Douglas Drive, Crystal
for the period August 22, 1987 through subject to all
conditions and provisions of said Ordinance.

City Use Only

Steve Klick JR.
Print Name of Applicant

Stephen A. Klick JR.
Signature of Applicant



MINNEAPOLIS – CRYSTAL
Elks Lodge No. 44
Benevolent and Protective Order of Elks

5410 LAKELAND AVENUE • CRYSTAL, MINNESOTA 55429 • (612) 533-8360

July 2, 1987

City Clerk
City of Crystal
4141 Douglas Drive N.
Crystal, MN 55422

To Whom It May Concern:

Our organization has been asked to conduct the selling of pulltabs for the Crystal Firemens Benefit. The date is August 22, 1987, between the hours of 6:00 p.m. to midnight. The location of this benefit is the John Irving Fire Station located at West Broadway and Douglas Drive.

We are licensed under the Minnesota Charitable Gambling Control Board to conduct the sale of pulltabs. License Number A-00244.

According to the Gambling Control Board, we must obtain permission from the City of Crystal to conduct off-site sale of pulltabs. I am therefore, requesting a letter from the City giving their permission. This letter will be submitted to the Gambling Control Board.

Sincerely,

Ronald A. Christenson

Ronald A. Christenson
Elks Gambling Manager

CRYSTAL FIRE DEPT. 1st. ANNUAL OPEN HOUSE & STREET DANCE

ON 22-AUG.-1987 FROM 1-5p.m. WE WILL BE HAVING A OPEN HOUSE AT OUR NORTH FIRE STATION. WE WILL BE GIVING AWAY POP, COOKIES, CANDY FLOSS, POPCORN, BALLOONS, COFFEE, AND TEE SHIRTS. THE TEE SHIRTS WERE DONATED BY THE CRYSTAL LYONS CLUB, AND WILL SAY "CITY OF CRYSTAL 100yrs." EACH ½ HOUR WE WILL HAVE A DRAWING FOR THOSE PRESENT TO WIN A SMOKE DETECTOR AND A FIRE EXTINGUISHER. WE WILL HAVE A FIRE TRUCK FROM ROBBINSDALE THERE, GIVING RIDES TO KIDS. THERE WILL BE A CLOWN AND GAMES FOR THE KIDS, ALSO DEMONSTRATIONS ON FIRE SAFETY. WE ALSO HOPE TO HAVE TWO OLD CARS OUTSIDE SO THAT WE CAN DEMONSTRATE TO THE PEOPLE OUR "HURST RESCUE TOOL" THAT THE CITY PURCHASED FOR OUR FIRE DEPT.

AT 7:00p.m. WE WILL HAVE A BANDSHELL THAT WE ARE RENTING FROM ROBBINSDALE IN OUR FIRE STATION PARKING LOT. WE WILL HAVE MUSIC BY "BRANDYWYNE" UNTIL 11:p.m. UNLESS THE CROWD WARRANTS THE MUSIC TO GO UNTIL MIDNITE, BUT THAT WILL BE AS LATE AS WE WILL PAY THE BAND TO PLAY. DURING OUR OPEN HOUSE AND DANCE WE WILL BE SELLING FOOD AND POP. THE LYONS CLUB WILL SELL BEER AND PULL TABS.

WE WILL BE ASKING TIMESAVERS FOR THE USE OF THEIR PARKING LOT DURING THESE HOURS. ALSO WE WOULD LIKE TO POST NO PARKING SIGNS ON BOTH SIDES OF THE STREET INFRONT OF THE FIRE STATION, INCASE WE HAVE TO GO ON A FIRE CALL.

THANK YOU.

Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

THE INSURANCE AGCY CRYSTAL
7000 BASS LK RD
CRYSTAL MN 55428

COMPANIES AFFORDING COVERAGES

COMPANY LETTER	A	Northfield Insurance Company
COMPANY LETTER	B	XXXXXXXXXXXXXXXXXXXX
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

NAME AND ADDRESS OF INSURED

CRYSTAL FIRE DEPT RELIEF
JON DOLENCE
4141 DOUGLAS DR N
CRYSTAL MN 55422

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	PENDING Inception date 8/22/87	8/23/87	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES- OPERATIONS					
	<input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD					
	<input type="checkbox"/> UNDERGROUND HAZARD					
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$500	\$
	<input type="checkbox"/> CONTRACTUAL INSURANCE					
	<input type="checkbox"/> BROAD FORM PROPERTY DAMAGE			PERSONAL INJURY		\$
	<input type="checkbox"/> INDEPENDENT CONTRACTORS					
	<input type="checkbox"/> PERSONAL INJURY					
	AUTOMOBILE LIABILITY			BODILY INJURY (EACH PERSON)	\$	
	<input type="checkbox"/> COMPREHENSIVE FORM			BODILY INJURY (EACH OCCURRENCE)	\$	
	<input type="checkbox"/> OWNED			PROPERTY DAMAGE	\$	
	<input type="checkbox"/> HIRED			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
	<input type="checkbox"/> NON-OWNED					
	EXCESS LIABILITY			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	<input type="checkbox"/> UMBRELLA FORM					
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
	WORKER'S COMPENSATION and EMPLOYER'S LIABILITY			STATUTORY		
	<input type="checkbox"/> OTHER				\$	(EACH ACCIDENT)

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

OPEN HOUSE & STREET DANCE 8/22/87

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 0 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER

CITY OF CRYSTAL
4141 DOUGLAS DRIVE
CRYSTAL MN 55422

DATE ISSUED June 26, 1987 J(B)

Jeri M. Frederick
AUTHORIZED REPRESENTATIVE

JERI FREDERICK

M E M O R A N D U M

TO: John Olson, Acting City Manager
FROM: Tom Heenan, Supervising Sanitarian *THA*
RE: Revised State Health Department Contract
DATE: July 9, 1987

The contract that was mailed from the State Health Department to the Mayors reflects updating of the existing contract that was signed in 1976. The new language more accurately represents the actual practice and will require no additional effort or changes on our part.

I would recommend that the Council approve the contract as proposed.

TLH:jt



minnesota department of health

717 s.e. delaware st.

p.o. box 9441

minneapolis 55440

(612) 623-5000

July 2, 1987

The Honorable Thomas Aaker
Mayor
City of Crystal
City Hall
4141 Douglas Drive North
Crystal, Minnesota 55422

Dear Mayor Aaker:

Enclosed are two copies of the Environmental Health Delegation Agreement with the appropriate attachments.

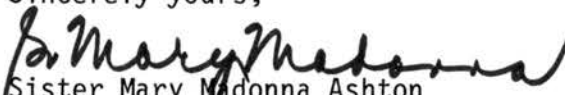
This version contains some technical changes that result from legislation just passed in the 1987 session and other technical changes to clarify earlier language. These changes were discussed with the State Community Health Services Advisory Committee (SCHSAC) on June 19, 1987 and are considered necessary for an up-to-date delegation agreement. The changes are the following:

1. Citations have been changed to reflect the passage of the local Public Health Act, (Laws of Minnesota 1987, Chapter 309) which will go into effect on August 1, 1987.
2. A reference has been added to the amended Chapter 157. That amendment, adopted during the 1987 legislative session, changed the required inspection frequency for food, beverage and lodging facilities from once per year to a risk-based inspection frequency. The new law authorizes MDH and CHS agencies to prioritize inspection frequency. It does not increase the number of routine inspections required.
3. The sections in the attachments related to plan review have been restated to clarify that the Commissioner may deem a city or county competent to review plans and specifications for plumbing, individual sewage treatment systems, and water wells.

For informational purposes, I have also enclosed a version of the previous revised model delegation agreement (mailed on March 11, 1987) in order that deleted language (shown with strike through) and new language (underlined) may be easily compared to current language.

Please sign both copies of the enclosed Environmental Health Delegation Agreement and return them to me by August 1, 1987. After I have signed them, a fully executed copy will be returned to you for your files.

Sincerely yours,


Sister Mary Madonna Ashton
Commissioner of Health

SMMA/MFM/lw

Enclosures

cc: CHS Administrators

Environmental Health Directors

an equal opportunity employer

AGREEMENT

THIS AGREEMENT, effective on the 1st day of August 1987, made and entered into, by and between the Commissioner of Health, hereinafter referred to as the "State", and the City of Crystal, hereinafter referred to as the "City", pursuant to Laws of Minnesota, 1987, Chapter 309.

WITNESSETH:

WHEREAS, the State, as set out in Laws of Minnesota, 1987, Chapter 309, Minnesota Statutes, Chapters 144, 145, 156A., 157, 326, 327 has the responsibility to inspect and regulate facilities for the purpose of preventing and abating environmental health hazards; and

WHEREAS, the City has an environmental health staff which is authorized and has the capability to provide technical advice, review plans, sample, inspect and enforce the rules for the facilities as addressed in the attachment hereto;

NOW, THEREFORE, THE STATE AND THE CITY JOINTLY AGREE as follows:

1. The State hereby delegates to the City and the City hereby agrees to carry out the provisions contained in the attachment hereto which is incorporated into this Agreement and which is identified as Attachment I entitled Food, Beverage and Lodging Establishments, consisting of three pages. It is understood that this agreement does not delegate authorities which are the responsibility of the Department of Agriculture, the Pollution Control Agency, or any other state agency.
2. Except as otherwise noted, on the effective date of this Agreement, the State will discontinue all of the activities which the City agrees to undertake, as provided in the Attachment.

3. Minimum Qualifications for Environmental Health Staff.

All delegated activities except those which contain other specific personnel qualifications will be conducted by personnel who are Registered Sanitarians unless otherwise approved by the Minnesota Department of Health. It is understood that any individual hired to perform delegated activities who meets minimum academic qualifications will be allowed up to two years to become registered.

4. The City shall address in their CHS plans how they will maintain coverage in staff absences using qualified non-State personnel. The State will be notified immediately if the City cannot fulfill its responsibility.

5. The State will provide, without cost to the City, orientation, training, consultation on problems, and other supportive services for the environmental health staff of the City. The State will provide, without cost to the City, consultation and advice on rules promulgated by the State which are to be enforced by the City. In addition, the State will provide on-site consultation to the City's environmental program at least once a year.

6. The State will conduct a formal evaluation of the City's program not more than once a year and not less than once every three years to determine its continued compliance with this Agreement. A written report on the results of the evaluation including progress made since the last evaluation and identification of new deficiencies shall be submitted to the City. The minimum acceptable standard for the City's performance is prescribed in the appropriate attachment.

7. After program evaluation by the State, the City will be notified in the report that the State finds that the program falls in one of the three following categories:

a. The program is acceptable.

b. The program is unacceptable. The program evaluation has identified certain specified problems that make the program unacceptable and the program is placed on provisional status. The program is then required to submit a plan of correction within 60 days; or

c. The program is immediately terminated. The evaluation has identified certain specified problems, the seriousness of which requires immediate termination of the program. Termination by the State shall be accompanied by documentation that the City's programs require such termination.

8. This Agreement shall continue in effect until terminated by either party. The Agreement shall be confirmed in the CHS Plan during each CHS planning cycle.

9. Notice of termination shall be made in writing to the State no less than one year prior to the beginning of the calendar year in which the termination will become effective.

10. In the event that the City does not provide services during the termination process, the City must contract with another qualified party, or adjacent county/city to continue provision of services for the duration of the Agreement.

11. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

12. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supercedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the same subject hereof.

13. This Agreement shall be effective on August 1, 1987.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the dates shown below.

MINNESOTA DEPARTMENT OF HEALTH

CITY OF CRYSTAL

By: _____
Commissioner

By: _____
Mayor

Date _____

Date _____

By: _____
City Manager

Date _____

Attachment I

Food, Beverage and Lodging Establishments

A. The City shall perform the functions assigned to the State by Minnesota Statutes, Chapter 157, regarding hotels, motels, boarding houses, lodging houses, restaurants, places of refreshment, and resorts (hereafter referred to as food, beverage and lodging establishments) located in the City of Crystal and shall enforce all applicable ordinances pertaining thereto.

B. The City agrees to enforce ordinances adopted by the City with an effective date of not later than August 1, 1987, establishing standards for food, beverage and lodging establishments which are at least equivalent to the minimum standards established by Minnesota Statutes, Chapter 157, and rules promulgated thereunder. Nothing in this paragraph may be construed to prohibit the City from enforcing ordinances with more stringent requirements than those contained in Minnesota Statutes, Chapter 157, and rules promulgated thereunder.

C. The City shall inspect food, beverage and lodging facilities to determine compliance with Minnesota rules, parts 4625.0100 to 4625.2300 (lodging), parts 4625.2400 to 4625.5000 (food and beverage), parts 4717.0100 to 4717.3900 (swimming pool) and parts 4620.0100 to 4620.1500 (clean indoor air), and shall respond to complaints relating to standards prescribed in the rules. The City shall inspect each food, beverage and lodging establishment at least at the frequency prescribed in Minnesota Statutes, Chapter 157. The City shall make timely follow-up inspections if necessary to assure compliance with orders for correction of deficiencies. Public non-community water supplies serving food, beverage and lodging facilities shall be sampled by the City in accordance with Minnesota rules, parts 4720.0010 to 4720.4600.

D. The City shall prepare inspection reports which contain a statement of violations, orders for correction of violations, and set dates of compliance. These reports shall be available for review by the State at reasonable times.

E. The City shall review and approve plans and inspect new construction, and/or alterations or additions to existing facilities to determine compliance with State rules relating to food and beverage establishments (parts 4625.2400 to 4625.5000), lodging establishments (parts 4625.0100 to 4625.2300), and individual sewage treatment systems (parts 7080.0010 to 7080.0240), prior to commencement of construction or remodeling activity. The City will make reviews of submitted plans and specifications available to the State upon request. Unless the State has determined that the City has technical expertise to review plans and specifications covering plumbing (parts 4715.0100 to 4715.5600), individual sewage treatment systems (parts 7080.0010 to 7080.0240), and water wells (parts 4725.0100 to 4725.7600) the City shall submit such plans and specifications to the State for review. All public swimming pool (parts 4717.0100 to 4717.3900) plans and specifications shall be submitted to the State for review. The State will review all submitted plans and specifications within 30 days.

F. The City shall perform the inspection, licensing, enforcement and other services agreed to herein without cost to the State except for subsidy funds and special grants.

G. The City will submit to the State a list of food, beverage and lodging establishments with the annual CHS data reports on April 1 of each year. The facilities listed are those licensed or permitted as of December 31 of each year.

H. The State, utilizing United States Food and Drug Administration recommended procedures and format, will survey and evaluate the City's activities for food and beverage establishments and the State evaluation procedures for lodging establishments in accordance with provisions of item #6 of this Agreement. The State will submit a survey and evaluation report to the City. The report will identify deficiencies in the activities, if any, and note conditions that must be met to maintain the Agreement in force.

I. The State and the City will each assign a person to serve as a liaison and to be responsible for maintaining communications as to procedures and activities of their respective groups. The liaison persons are:

CITY

Thomas Heenan

State

James Witkowski

TO: John A. Olson, Acting City Manager
FROM: Bill Monk, City Engineer
DATE: July 15, 1987
RE: Parking of Recreational Vehicles

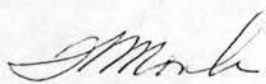
On May 19 the City Council approved a 60-day variance for the parking of recreational vehicles at 3117 and 3101 Utah Avenue North. This action was based on a petition of neighboring homeowners who stated having no problem with the parking situation. As the variances were issued, Council directed staff to review the ordinance section in question which restricts the parking of recreational vehicles, a copy of which is attached.

In order to render the two situations on Utah Avenue conforming, one of two changes to Section 1330 of the City Code would be required. One change involves a redefinition of Category I and II vehicle lengths while the other modifies setback restrictions for Category II vehicles. The two options are as follows:

1. Section 1330.03, Subd. 4. "Category I Vehicles and Equipment" means those vehicles and equipment which do not exceed 32 feet in body length, excluding bumpers and tongues; "Category II Vehicles and Equipment" means all other such vehicles and equipment.
2. Section 1330.17, Subd. 4.
Category II Vehicles:

c. If the vehicle or equipment is to be parked in an established driveway approach, it must be located on private property and not overhang the property line into public right-of-way.

As this section of the City Code was written with numerous actual situations taken into account, consideration must be given to the wide range of circumstances introduced by the options listed. Any modification enacted by the Council can be approved as a first reading of an ordinance amendment.


WM:jrs

Encl

Section 1330 - Recreational Vehicles
and Equipment

1330.01. Purpose and Intent. The purpose of this Section is to prevent public nuisances by reasonable regulations for the use, parking and storage of recreational vehicles and equipment on public and private property in the City (Ord. No. 75.2, Sec. 1)

1330.03. Definitions. Subdivision 1. For the purposes of this Section, the terms defined in this subsection have the meaning given them.

Subd. 2. "Recreational Vehicle" means:

- a. Licensed and unlicensed motor vehicles and emergency vehicles as defined in Section 169.01, Minnesota Statutes;
- b. Snowmobiles as defined in Section 1335 of this code.
- c. All-terrain vehicles, having tracks or wheels, two or more of which provide propelling force, capable of traveling on more than one terrain condition. This category includes four-wheel drive vehicles, amphibians, and sport tractors.
- d. Low profile, self-propelled recreational vehicles designed for conveyance of driver or passenger, commonly referred to as "go-carts".

Subd. 3. "Recreational Vehicles and Equipment" means, in addition to the vehicles defined in Subdivision 2, house trailers, including those while telescope or fold down, chassis mounted campers, house cars, motor homes, tent trailers, slip in campers, converted busses, and converted vans;

1. House trailers, chassis mounted campers, house cars, motor homes, tent trailers, slip in campers, converted busses and converted vans are units designed and used for human living quarters within the scope of Category I & II vehicles defined in subsection 1330.03, and meeting the following qualifications:

- a. Are not used as the residence of the owner or occupant,
- b. Are used for temporary living quarters by the owner or occupant while engaged in recreational or vacation activities,
- c. Are self propelled or towed on the public street or highways incidental to such recreational or vacation activities.

2. Slip in campers are mounted into a pickup truck in the pickup box, either by bolting through the floor of the pickup box or by firmly clamping to the side of the pickup box.

The term includes snowmobiles and snowmobile trailers, boats and boat trailers, and all terrain vehicles and all terrain vehicle trailers. The term does not include mobile homes or house trailers as defined in Minnesota Statutes 168.011, Subdivision 8.

Subd. 4. "Category I Vehicles and Equipment" means those vehicles and equipment which do not exceed 28 feet in body length, excluding bumpers and tongues; "Category II Vehicles and Equipment" means all other such vehicles and equipment.

Subd. 5. "Residential use districts" means the following districts established by the zoning code of the City (City Code Section 515 Appendix I): R-1, R-2, R-3, R-4 and C-3 districts.

Subd. 6. "Front lot line" means the boundary line of a lot abutting the street right of way. In the case of a corner lot, the front lot line is that boundary line abutting the street right of way in the direction the principal structure entrance faces. In the case of a vacant corner lot, the front lot line is that boundary line abutting the street right of way having the shorter dimension of any other boundary line abutting a street right of way. In the case of a corner lot in which the principal structure is skewed less than 45° , the front lot line is that boundary line abutting the street right of way having the shorter dimension of any other boundary line abutting the street right of way.

Subd. 7. "Side lot line (Interior)": The boundary line of a lot which intersects with the front lot line and which does not abut a street right of way.

Subd. 8. "Side lot line (Corner)": The boundary line of a lot which intersects with the front lot line and abuts a street right of way.

Subd. 9. "Rear lot line": The boundary line or lines of a lot which does not intersect the front lot line.

Subd. 10. "Front yard": That portion of a lot lying between the side lot lines and extending from the front lot line to a line passing through the nearest point of the principal building on the lot and parallel to the front lot line. In the case of a vacant lot, the front yard is that portion of the lot lying within 30' of the front lot line.

Subd. 11. "Side yard (Interior)": That portion of a lot lying between the side lot line (interior) and the principal structure extended at right angles to the side lot line.

Subd. 12. "Side yard (Corner)": That portion of a lot lying between the side lot line (corner) and the principal structure extended at right angles to the side lot line.

Subd. 13. "Rear yard": That portion of a lot lying between the side lot lines and extending from the rear lot line to the principal building on the lot. (Ord. No. 75.2, Sec. 2)

1330.05. It is unlawful for any person to operate a recreational vehicle on private property of another without having in his possession at the time of driving or operation of the vehicle the written permission of the owner, or on publicly owned land including school, park property, playground, recreational area, except where permitted in accordance with this Section.

1330.07. When the driving of a recreational vehicle is permitted, the vehicle shall not be operated

a) So as to create, permit, or maintain a loud, unnecessary or unusual noise which annoys, injures or endangers the safety, health, morals, comfort or repose of any considerable number of members of the public;

b) In a manner which interferes with, obstructs or renders dangerous the proper use of the premises involved;

- c) While under the influence of intoxicating liquor, narcotics or any habit forming drugs;
- d) At a rate of speed greater than reasonable or proper under all the surrounding conditions, or in a careless or reckless manner so as to endanger or be likely to endanger person or property;
- e) To intentionally chase, run over, disturb or kill any wild or domestic animal.

1330.09. Exception. This Section does not apply to emergency vehicles or vehicles used by Governmental bodies on governmental business.

1330.11. Permitted Areas. The City Council may from time to time by resolution define the areas of public land owned and maintained by the City for the use of recreational vehicles under the conditions herein provided or may add thereto such conditions as may be required. It is unlawful for any person to drive, operate or use a recreational vehicle except in the areas defined in the Council's resolution.

1330.13 (Repealed, Ord. No. 75.2, Sec. 4)

1330.15. Parking and Storage. Subdivision 1. Findings. The unregulated outside parking and outside storage of certain types of recreational vehicles and equipment within a residential use district or accessory to a residential use is found to create a nuisance, hazard and detrimental influence upon the public health, safety and general welfare of the community by obstructing the view on streets and on private property, bringing noise and odors into residential areas, creating cluttered and otherwise unsightly areas, preventing the full use of residential streets for residential parking, reducing the useable open space of streets and private property and otherwise adversely affecting residential property values and neighborhood maintenance and improvement.

1330.17. Parking and Storage. Subdivision 1. Additional Requirements. In addition to the other restrictions imposed by this Code the restrictions of this subsection apply to the parking and storage of recreational vehicles and equipment in residential districts of the City.

Subd. 2. Public Ways. A recreational vehicle of Category I or II may be parked in an authorized portion of any public street, alley, public right of way or driveway for that period of time which is in conformance with the parking regulations of this Code.

Subd. 3. Front, Side or Rear Yards. Except as otherwise provided in this subsection, recreational vehicles and equipment may not be parked or stored in a front yard which is not an established driveway approach to a garage or off street parking site, subject to the limitations of this subdivision.

Subd. 4. Recreational vehicles and equipment may be stored within the front, side or rear yard of a single family residence subject to the following conditions:

Category I Vehicles:

- a. The vehicle or equipment may occupy no more than 20% of the total side yard or 20% of the total rear yard.

b. No point of the vehicle or equipment may be located within three feet of the rear or side lot line other than when parked in an established driveway, but in no case closer than ten feet from the living quarters of buildings on adjoining property.

Category II Vehicles:

a. The vehicle or equipment may be parked in a rear or side yard provided it does not occupy more than 20% of the total side yard or 20% of the total rear yard.

b. No point of the vehicle or equipment may be located within ten feet of the rear lot line in the case of corner lots only, or three feet of a side or rear lot line in the case of other lots, but in no case closer than ten feet from the living quarters of buildings on adjoining properties.

c. If the vehicle or equipment is to be parked in an established driveway approach, it must be set back at least a distance equal to the length of the vehicle or equipment from the front lot line.

Subd. 5. Special Exceptions. Where it can be shown by the owner of a recreational vehicle or equipment that for reasons of space limitation, topography, landscaping or other structural or spatial factor, that the vehicle or equipment cannot be reasonably parked or stored in accordance with Subdivision 3 or 4, a special permit may be issued by the manager. The permit may be issued for a period corresponding to the owner's statement in the application therefore of the period of intended use of the vehicle or equipment, but in no event for a period of more than one year. The parking and storage of recreational vehicles and equipment pursuant to a special permit issued under this subdivision is subject to the following conditions:

a. The vehicle or equipment may not be parked or stored in a boulevard or public right-of-way.

The denial or approval of a permit by the manager may be appealed to the Council.

Subd. 6. Vacant Lots. In the case of vacant lots in residential districts, all recreational vehicles and equipment shall be parked and stored inside the boundaries of established or required setbacks for such lots.

1330.19. Unauthorized Use. Recreational vehicles (Category I & II) may not be used for living or housekeeping purposes while parked or stored on a residential lot.

1330.21. Authorized Parking and Storage. Recreational vehicles (Category I & II) and equipment may be parked or stored within a private garage at any time.

1330.23. Maintenance. Maintenance of recreational vehicles and equipment is limited to such work as is permitted by the zoning code and shall not be performed between the hours of 10:00 p.m. and 7:00 a.m. Vehicles and equipment shall not be left inoperable, in a state of disrepair or unassembled for a period of more than five days.

1330.25. Illustration: Appendix. For purposes of graphically portraying the areas in which the parking and storage of recreational vehicles and equipment may be parked or stored under this section, the following illustration, entitled Appendix A, is made a part of this section. Where a conflict exists between the terms of this section and the illustrations set forth in Appendix A, the terms of this section prevail. (Ord. No. 75.2, Sec. 3)

TO: Planning Commission
FROM: Bill Monk, City Engineer
DATE: July 1, 1987
RE: Final Plat of Liberty Estates

A final plat has been received for Liberty Estates. This four-lot subdivision of the property at 6000 Lakeland Avenue includes three single family lots on the east end and a separate lot for the existing Royal Crown Motel on the west side. The plat is consistent with existing zoning and meets all City Codes. The final plat is also consistent with the preliminary plat document which was approved by the Planning Commission on May 11, 1987.

A copy of the final plat will be available for review at the meeting. Approval is recommended.



WM:jrs

Encl

7/15/87 UPDATE

On July 13 the Planning Commission acted to recommend approval of the Liberty Estates final plat.

118, R. 21

12

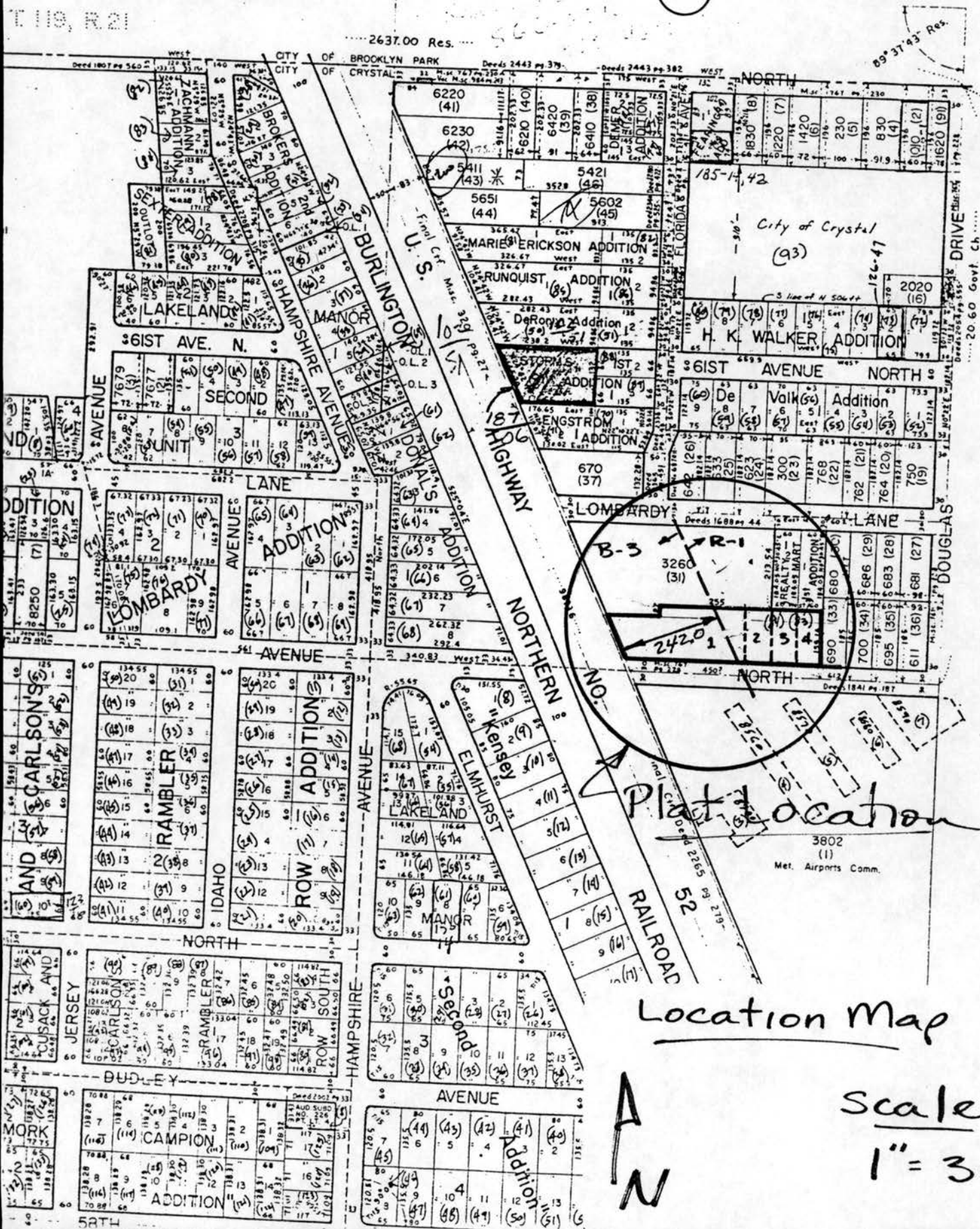
T 118, R 21



CRYSTAL—54

NEW HOPE—86

11



SEC 4, T 118, R 21

Location Map

Scale:
1" = 300'

LeFevere
Lefler
Kennedy
O'Brien &
Drawz

a Professional
Association

July 17, 1987

2000 First Bank Place West
Minneapolis
Minnesota 55402

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

DELIVERED BY MESSENGER

Clayton L. LeFevere
Herbert P. Lefler
J. Dennis O'Brien
John E. Drawz
David J. Kennedy
Joseph E. Hamilton
John B. Dean
Glenn E. Purdue
Richard J. Schieffer
Charles L. LeFevere
Herbert P. Lefler III
James J. Thomson, Jr.
Thomas R. Galt
Dayle Nolan
Brian F. Rice
John G. Kressel
James M. Strommen
Ronald H. Batty
William P. Jordan
Kurt J. Erickson
William R. Skallerud
Rodney D. Anderson
Corrine A. Heine
David D. Beaudoin
Paul E. Rasmussen
Steven M. Tallen
Mary F. Skala
Christopher J. Harristhal
Timothy J. Pawlenty
Rolf A. Sponheim

Mr. John A. Olson
Acting City Manager
CITY OF CRYSTAL
4141 Douglas Drive North
Crystal, Minnesota 55422-1696

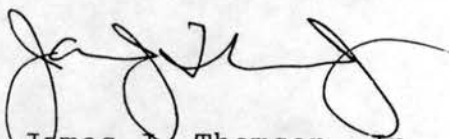
RE: Burglar Alarm Ordinance

Dear John:

Pursuant to your request I am enclosing a revised version of the Burglar Alarm Ordinance. I have amended Section 955.07 to include a 5% monthly payment for delinquent fees.

Sincerely,

LeFEVERE, LEFLER, KENNEDY,
O'BRIEN & DRAWZ



James J. Thomson, Jr.

JJT/kjj

cc: David J. Kennedy

Enclosure

ORDINANCE NO. _____
AN ORDINANCE RELATING TO PUBLIC SAFETY
AMENDING CRYSTAL CITY CODE,
CHAPTER IX BY ADDING A SECTION

THE CITY OF CRYSTAL DOES ORDAIN:

Section 1. Crystal City Code, Chapter IX is amended by adding a new section to read:

"Section 955 - Alarm System

955.01. Purpose and Scope. Subdivision 1. This section regulates the use of burglary and safety alarms, establishes users' fees, and establishes a system of administration therefor.

Subd. 2. The purpose of this section is to protect the public safety services of the City from misuse of public safety alarms and to provide for the maximum possible service to public safety alarm users.

955.03. Definitions. Subdivision 1. For purposes of this section the terms defined in this subsection have the meanings given them.

Subd. 2. "Alarm user" means a person in control of any building, structure, or facility wherein an alarm system is maintained.

Subd. 3. "Police communications center" is the City facility used to receive emergency requests for service and general information from the public.

Subd. 4. "Alarm system" means an alarm installation designed to be used for the prevention or detection of burglary or robbery on the premises which contain an alarm installation: Automobile alarm devices are not an alarm system.

Subd. 5. "False alarm" means an alarm signal eliciting a response by police personnel when a situation requiring a response does not, in fact, exist, and which is caused by the activation of the alarm system through mechanical failure, alarm malfunction, improper installation or the inadvertence of the owner or lessee of an alarm system: The term does not include alarms caused by climatic conditions such as tornadoes, thunderstorms, utility line mishaps, violent conditions of nature or any other conditions which are clearly beyond the control of the alarm manufacturer, installer or owner.

955.05. User fees. Subdivision 1. A public safety alarm system that reports more than three false alarms to the City in a single calendar year and that has received notice of such violations will cause the alarm user to be charged a user fee of \$50 per each false alarm in excess of three false alarms in a calendar year, \$100 per each false alarm in excess of ten false alarms in a calendar year, and \$150 per each false alarm in excess of 15 false alarms in a calendar year.

Subd. 2. An alarm user that is required by the City to pay a user fee as the result of a false alarm may make a written appeal of the false alarm charge to the Police Chief within ten days of notice by the City of the false alarm charge. Following review and determination by the Police Chief the decision may be appealed to the City Manager who will make a final determination as to whether the user is to be charged with a false alarm.

955.07. Payment of fees. Subdivision 1. Payment of user fees are paid to the City Treasurer within 30 days from the date of notice by the City to the alarm user. Failure to pay the fee will cause the alarm user to be considered delinquent and subject to a penalty of an additional 5% of the unpaid fee for each additional 30-day period that the fee remains unpaid.

Subd. 2. Delinquent charges for user fees will be certified by the Clerk to the City Assessor who shall prepare an assessment roll each year providing for assessment of the delinquent amounts against the respective properties served. The assessment roll shall be delivered by the Clerk to the City Council for adoption on or before October 10 of each year.

955.09. Alarm report. If an alarm user has incurred five false alarms within one calendar year, the alarm user shall submit a written report to the Chief of Police within ten days after being notified of the fifth false alarm, describing actions taken or to be taken to discover and eliminate the cause of the false alarms. Failure to submit the written report is a violation of this section.

955.11. Administrative rules. The Chief of Police shall prepare such rules as may be necessary for the implementation of this section.

955.13. Confidentiality. Subdivision 1. Information submitted in compliance with this section will be held in confidence and exempt from discovery to the extent permitted by law.

Subd. 2. Subject to requirements of confidentiality, the Chief of Police may develop and maintain statistics for the purpose of ongoing alarm systems evaluation.

955.15. Communications Center. Subdivision 1. No automatic dialing devices shall be connection to the Police Communications Center through any telephone line. Use of automatic dialing devices is a violation of this section.

Subd. 2. The Chief of Police may prepare rules and regulations for the efficient operation of the Police Communications Center.

955.17. Enforcement and penalties. Failure or omission to comply with any section of this section is a petty misdemeanor.

Section 2. This ordinance is effective in accordance with Crystal City Code, Subsection 110.11.

Mayor

ATTEST:

City Clerk

00110D87.F16

March 3, 1987

TO: John T. Irving, City Manager
FROM: Don Peterson, Chief Building Inspector
RE: Fee Schedules

The 1985 Uniform Building Code has been adopted by the State Legislature. The fee schedule which has remained the same in the 1979 and 1982 Uniform Building Code books has been changed. I have attached copies for your comparison.

I have also attached copies of our present fee schedule for plumbing permits and copies of the Minneapolis 1986 fee schedule. The last paragraph on page 14 reduces the plumbing fixture fee by \$2.00 for one and two family dwellings with the minimum fee at \$17.50. I would suggest that we increase our fees to \$12.50 per fixture with a \$15.00 minimum and another increase at the first of the year to bring us up to the present Minneapolis schedule.

Comparing our present gas fees with those of Minneapolis, I would suggest that we adopt those at the present time. If time permits, I would like all changes in fees to become effective on April 1, 1987.

hazard will result from occupancy of any building or portion thereof before the same is completed, he may issue a temporary Certificate of Occupancy for the use of a portion or portions of a building or structure prior to the completion of the entire building or structure.

(e) **Posting.** The Certificate of Occupancy shall be posted in a conspicuous place on the premises and shall not be removed except by the building official.

(f) **Revocation.** The building official may, in writing, suspend or revoke a Certificate of Occupancy issued under the provisions of this code whenever the certificate is issued in error, or on the basis of incorrect information supplied, or when it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

TABLE NO. 3-A—BUILDING PERMIT FEES

TOTAL VALUATION	FEE
\$1.00 to \$500.00	\$10.00
\$501.00 to \$2,000.00	\$10.00 for the first \$500.00 plus \$1.50 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$32.50 for the first \$2,000.00 plus \$6.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$170.50 for the first \$25,000.00 plus \$4.50 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$283.00 for the first \$50,000.00 plus \$3.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 and up	\$433.00 for the first \$100,000.00 plus \$2.50 for each additional \$1,000.00 or fraction thereof
Other Inspections and Fees:	
1. Inspections outside of normal business hours (minimum charge—two hours)	\$15.00 per hour
2. Reinspection fee assessed under provisions of Section 305 (g)	\$15.00 each
3. Inspections for which no fee is specifically indicated (minimum charge—one-half hour)	\$15.00 per hour
4. Additional plan review required by changes, additions or revisions to approved plans (minimum charge—one-half hour)	\$15.00 per hour

(d) **Temporary Certificate.** If the building official finds that no substantial hazard will result from occupancy of any building or portion thereof before the same is completed, he may issue a temporary Certificate of Occupancy for the use of a portion or portions of a building or structure prior to the completion of the entire building or structure.

(e) **Posting.** The Certificate of Occupancy shall be posted in a conspicuous place on the premises and shall not be removed except by the building official.

(f) **Revocation.** The building official may, in writing, suspend or revoke a Certificate of Occupancy issued under the provisions of this code whenever the certificate is issued in error, or on the basis of incorrect information supplied, or when it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

TABLE NO. 3-A—BUILDING PERMIT FEES

TOTAL VALUATION	FEE
\$1.00 to \$500.00	\$15.00
\$501.00 to \$2,000.00	\$15.00 for the first \$500.00 plus \$2.00 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$45.00 for the first \$2,000.00 plus \$9.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$252.00 for the first \$25,000.00 plus \$6.50 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$414.50 for the first \$50,000.00 plus \$4.50 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$639.50 for the first \$100,000.00 plus \$3.50 for each additional \$1,000.00 or fraction thereof
\$500,001.00 to \$1,000,000.00	\$2039.50 for the first \$500,000.00 plus \$3.00 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$3539.50 for the first \$1,000,000.00 plus \$2.00 for each additional \$1,000.00 or fraction thereof
Other Inspections and Fees:	
1. Inspections outside of normal business hours (minimum charge—two hours)	\$30.00 per hour*
2. Reinspection fees assessed under provisions of Section 305 (g)	\$30.00 per hour*
3. Inspections for which no fee is specifically indicated (minimum charge—one-half hour)	\$30.00 per hour*
4. Additional plan review required by changes, additions or revisions to approved plans (minimum charge—one-half hour)	\$30.00 per hour*

*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

EFFECTIVE: January 1, 1980

CITY OF CRYSTAL

PLUMBING PERMIT FEES

The Chief Building Inspector, before issuing any permit for the installation of any plumbing work, fixture or device, shall require the payment by the applicant for such permit of fees in the amount herein provided.

MINIMUM FEE. In no case shall the fee charged for any permit issued by the Chief Building Inspector be less than \$10.00.

BASIC FEES: The fees for all plumbing permits shall be computed on the basis of the number of fixture openings, plumbing fixtures or devices provided for in such permits, whether subsequently so installed or not, and the fee for each fixture so provided for shall, except as hereinafter otherwise specifically provided, be nine dollars (\$9.00) for each fixture installed or replaced (including waste and/or vent piping). Where the fixture is replaced or set only (no waste or vent piping), the fee for each such fixture shall be four dollars (\$4.00).

(b) Where any such permit is issued for roughing in plumbing openings only, providing for certain proposed fixtures, which are to be installed or set later, a fee of Five Dollars (\$5.00) shall be charged for each such opening, which fee shall be in addition to the fee charged for other plumbing work included in the same permit.

(c) Where any such permit is issued for any of the following specifically mentioned plumbing fixtures or other devices, the fee which shall be charged for each such fixture or device shall be as follows and shall be in addition to the fee charged for other plumbing work, if any, included in the same permit:

Beer dispenser, when connected with water supply	\$ 6.00
Blowoff basin	12.50
Catch basin	12.50
Electric water heater	8.50
Hydraulic sewer valve	12.50
Rainwater leader, for 10 stories or fraction thereof, and for each 15 stories, or fraction thereof in ex- cess of 10 stories	8.50
Sump or receiving tank	12.50

PLUMBING FIXTURE DEFINED. For the purpose of this article, a plumbing fixture shall be taken to mean and include any sink, laundry tub, bathtub, wash basin, drinking fountain, floor drain or any other plumbing device arranged to be connected with the sewer or plumbing system, either directly or indirectly, and required to be trapped.

WATER SERVICE, SUPPLY AND DISTRIBUTION SYSTEM. The Chief Building Inspector, before issuing any permit for the installation or replacement of, or extension to any water service, water supply or water distribution pipe or system of piping in any building or structure, shall require the payment by the applicant for such permit of fees in the amount hereinafter provided:

For any permit for installing a water meter, sizes 5/8 in and 3/4 inch, the fee shall be	\$ 8.50
For any permit for installing a water meter, sizes 1 inch to 1½ inches the fee shall be	\$12.50
For any permit for installing a water meter, fire meter and check 2 inches and larger	\$18.75
For any permit for installing a water-treating device, the fee shall be	\$ 8.50
For any permit for replacing water supply or water distribution piping, or system of piping, the fee shall be:	
For the first 100 lineal feet or fraction thereof...	\$ 8.50
For each additional 100 lineal feet or fraction thereof...	\$7.50
For any permit for the extension of the water pipe or system of piping to a water-using device or fixture, the installation of which does not require a plumbing permit, the fee for each such extension shall be based on the size of such extended distribution pipe as follows:	
Size of distribution pipe:	
1/2 inch to 1½ inches	\$ 8.50
Exceeding 1½ inches	12.50

For any extension of the water pipe or system of piping to a water-using device or fixture for which a plumbing permit is required, such plumbing permit and the fee paid shall cover the installation of both the device or fixture and the water piping for such device or fixture.

Building Sewer Permit	\$15.00
Curb Stop Water Connection Permit	15.00
Abandoning or Repairing Water Service Permit	15.00
Storm sewer connection permit and inspection fee	13.25

ALTERATIONS, REPAIRS. For each permit for the alteration or repairing of existing plumbing or for other plumbing work not included above the fee shall be eight dollars and fifty cents (\$8.50) for the first five hundred dollars (\$500.00) or fraction thereof in the estimated cost of such proposed work. For each additional five hundred dollars (\$500.00) or fraction thereof in such estimate cost seven dollars and fifty cents (\$7.50) shall be added to the above described fee for such permit

ARTICLE IV. PLUMBING PERMIT FEES

91.180 FEES REQUIRED The Director of Inspections, before issuing any permit for the installation of any plumbing work, fixture, or device shall require the payment by the applicant of such permit fees in the amount herein provided.

91.190 BASIC FEES (a) The fees for all plumbing permits shall be computed on the basis of the number of fixture openings, plumbing fixtures or devices provided for in such permits, whether subsequently so installed or not, and the fee for each fixture so provided for shall, except as hereinafter specifically provided for shall be seventeen dollars and fifty cents (\$17.50) for each fixture installed or replaced (including waste and/or vent piping). Where the fixture is replaced or set only (no water or vent piping) the fee for each such fixture shall be eight dollars and fifty cents (\$8.50).

(b) Where any such permit is issued for roughing in plumbing openings only, providing for certain proposed fixtures which are to be installed or set later, a fee of eight dollars and fifty cents (\$8.50) shall be charged for each such opening, which fee shall be in addition to the fee charged for other plumbing work included in the same permit.

(c) Where any such permit is issued for any of the following specifically mentioned plumbing fixtures or other devices, the fee which shall be charged for each such fixture or device shall be as follows and shall be in addition to the fee charged for other plumbing work, if any, included in the same permit:

Beer dispenser, when connected with water supply	\$17.50
Blowoff basin	\$17.50
Catch basin	\$17.50
Electric water heater	\$17.50
Hydraulic sewer valve	\$17.50
Rainwater leader, for 10 stories or fraction thereof, and for each 15 stories or fraction thereof in excess of 10 stories	\$17.50
Sewage ejector	\$17.50
Solar heat exchanger	\$17.50
Sump or receiving tank	\$17.50
Vacuum breaker	\$17.50

The fees set out in this Section shall be reduced two dollars (\$2.00) per plumbing fixture and/or device when such plumbing fixture or device is installed in a R3 (one or two family dwelling) or townhouse occupancy. The fees for rough in plumbing openings or fixture set only shall remain as set out herein. Notwithstanding any other provision of this Code, the permit fee for a single plumbing fixture or device installed or replaced in an R occupancy (multiple dwelling, hotel and one and two family dwellings) shall be seventeen dollars and fifty cents (\$17.50).

91.200 PLUMBING FIXTURE DEFINED For the purpose of this Article, a plumbing fixture shall be taken to mean and include any sink, laundry tub, bathtub, wash basin, drinking fountain, floor drain or any other plumbing device arranged to be connected with the sewer or plumbing system, either directly or indirectly, and required to be trapped.

91.210 WATER SERVICE, SUPPLY AND DISTRIBUTION SYSTEM The Director of Inspections before issuing any permit for the installation or replacement of, or extension to any water service, water supply or water distribution pipe or system of piping in any building or structure, shall require the payment by the applicant for such permit of fees in the amount hereinafter provided:

For any permit for installing a water meter, or fire meter and check	\$17.50
For any permit for installing a water treating or water softening device or a steam water heater or water storage tank	\$17.50
For any permit for replacing water distribution piping, or system of piping:	
For the first 100 lineal feet or fraction thereof and for each additional 100 lineal feet or fraction thereof	\$17.50
For any permit for the extension of the water pipe or system of piping to a water using device or fixture, the installation of which does not require a plumbing permit, the fee for each such extension shall be ..	\$17.50

For any extension of the water pipe or system of piping to a water using device or fixture for which a plumbing permit is required, such plumbing permit and the fee paid shall cover the installation of both the device or fixture and the water piping for such fixture. (Subject to minimum fees, Section 91.40)

91.220 ALTERATION, REPAIRS For each permit for the alteration or repair of existing plumbing or for other plumbing work not included above, the fee shall be seventeen dollars and fifty cents (\$17.50) for the first five hundred dollars (\$500.00) or fraction thereof of the estimated cost of such proposed work, and seventeen dollars and fifty cents (\$17.50) for each additional five hundred dollars (\$500.00) or fraction thereof of such estimated cost.

ARTICLE V. GAS FITTING FEES

91.250 FEES REQUIRED The Director of Inspections, before issuing any permit for the installation of any gas piping or gas fixtures, or device, shall require the payment by the applicant for such permit of fees in the amount herein.

EFFECTIVE: January 1, 1980

CITY OF CRYSTAL

GAS FITTING PERMIT FEES

FEES REQUIRED: The Chief Building Inspector, before issuing any permit for the installation of any gas piping or gas fixtures, or device shall require the payment by the applicant for such permit of fees in the amount herein.

MINIMUM FEE. In no case shall the fee charged for any permit issued by the Chief Building Inspector be less than \$10.00

GAS PIPING. For any permit for installing gas piping, not exceeding two (2) inches in diameter and providing not to exceed three (3) openings, the fee shall be four dollars and twenty-five cents (\$4.25), and for the piping for each additional opening provided, two dollars (\$2.00) shall be added to such permit fee. For any permit for installing gas piping exceeding two (2) inches in diameter and providing not to exceed three (3) openings, the fee shall be twelve dollars and fifty cents (\$12.50) and for the piping for each additional opening provided, two dollars and fifty cents (\$2.50) shall be added to such permit fee.

A gas piping permit will be required for connection to any gas-burning device, except if the appliance being connected is a replacement of an original appliance of the same type.

Where any such permit is issued for both gas piping and plumbing, the fee for such permit shall be equal to the combined fees for each of said classes of work or installation.

GAS STOVES, RANGES, ETC. For any permit for installing gas stoves, ranges, gas water heaters, process gas burners, or other similar gas-burning devices not used in connection with a heating system, the fee charged shall be as follows for each such device included in such permit:

INPUT	FEE
Not exceeding 99,999 BTU	\$10.00
100,000 BTU but not exceeding 199,999 BTU	15.00
200,000 BTU but not exceeding 399,999 BTU	30.00
400,000 BTU but not exceeding 599,999 BTU	44.00
600,000 BTU but not exceeding 999,999 BTU	60.00

For inputs exceeding 999,000 BTU the fee shall be as for gas burners for use in connection with a heating system, which fee shall be in addition to the fee charges as above provided, for the installation of any gas piping for said devices and for any other gas fitting work, if any, included in said permit

GAS BURNERS. For any permit for the installation of a gas burner and/or its equipment, for use in connection with a heating system, the fees shall be as follows:

GAS BURNERS. (Con.)

INPUT

Not exceeding 99,999 BTU	\$ 10.00
100,000 BTU but not exceeding 199,999 BTU	15.00
200,000 BTU but not exceeding 399,999 BTU	30.00
400,000 BTU but not exceeding 599,999 BTU	44.00
600,000 BTU but not exceeding 999,999 BTU	60.00
1,000,000 BTU but not exceeding 2,499,999 BTU ..	100.00
2,500,000 BTU but not exceeding 9,999,999 BTU ..	120.00
10,000,000 BTU but not exceeding 49,999,999 BTU ..	175.00
50,000,000 BTU but not exceeding 74,999,999 BTU ..	225.00
75,000,000 BTU and over	300.00

Where more than one gas burner or multiple gas burners are to be installed in a single boiler, furnace or other device, they shall, for the purpose of establishing permit fees therefore, be considered as a single burner.

The above fees shall be in addition to the fee charged for the permit for the installation of any gas piping for said burners or equipment.

For any permit for alterations or repairs to any existing gas burner or gas burner equipment where the cost of such proposed work does not exceed one hundred dollars (\$100.00), the fee shall be seven dollars (\$7.00). Cost shall include labor and all materials used. For each additional one hundred dollars (\$100.00), or fraction thereof, in the cost of such proposed work, one dollar and fifty cents (\$1.50) shall be added to the above prescribed fee for such permit.

91.260 GAS PIPING (a) For any permit for installing gas piping, not exceeding two (2) inches in diameter and providing not to exceed three (3) openings, the fee shall be seven dollars (\$7.00), and for the piping for each additional opening provided, three dollars and fifty cents (\$3.50) shall be added to such permit fee. For any permit for installing gas piping exceeding two (2) inches in diameter and providing not to exceed three (3) openings, the fee shall be seventeen dollars and fifty cents (\$17.50), and for the piping for each additional opening provided, five dollars (\$5.00) shall be added to such permit fee.

(b) A gas piping permit will be required for connection to any gas-burning device, except if the appliance being connected is a replacement of an original appliance of the same type.

(c) Where any such permit is issued for both gas piping and plumbing, the fee for such permit shall be equal to the combined fees for each of said classes of work or installation.

91.270 GAS STOVES, RANGES, ETC. Notwithstanding any other provisions of this code to the contrary, for any permit for installing gas stoves, ranges, gas water heaters, process gas burners or other similar gas-burning devices not used in connection with a heating system, the fee charged shall be as follows for each such device included in such permits:

INPUT	FEE
Not exceeding 99,999 Btu	\$17.50
100,000 Btu but not exceeding 199,999 Btu	\$25.00
200,000 Btu but not exceeding 399,999 Btu	\$50.00
400,000 Btu but not exceeding 599,999 Btu	\$75.00
600,000 Btu but not exceeding 999,999 Btu	\$100.00

For inputs exceeding 999,999 Btu the fee shall be as provided in Section 91.280 for gas burners for use in connection with a heating system, which fee shall be in addition to the fee charges as above provided for the installation of any gas piping for said devices and for any other gas fitting work, if any, included in said permit.

91.280 GAS BURNERS (a) For any permit for the installation of a gas burner and/or its equipment for use in connection with a heating system, the fees shall be as follows:

INPUT	FEE
Not exceeding 99,999 Btu (Subject to minimum fees, Section 91.40)	\$17.50
100,000 Btu but not exceeding 199,999 Btu	\$25.00
200,000 Btu but not exceeding 399,999 Btu	\$50.00
400,000 Btu but not exceeding 599,999 Btu	\$75.00
600,000 Btu but not exceeding 999,999 Btu	\$100.00
1,000,000 Btu but not exceeding 2,499,999 Btu	\$160.00

2,500,000 Btu but not exceeding 9,999,999 Btu	\$200.00
10,000,000 Btu but not exceeding 49,999,999 Btu ...	\$290.00
50,000,000 Btu but not exceeding 74,999,999 Btu ...	\$375.00
75,000,000 Btu and over	\$500.00

(b) Where more than one gas burner or multiple gas burners are to be installed in a single boiler, furnace or other device, there shall, for the purpose of establishing permit fees therefor, be considered as a single burner.

(c) The above fees shall be in addition to the fee charged for the permit for the installation of any gas piping for said burners or equipment.

(d) For any permit for alterations or repairs to any existing gas burner or gas burner equipment or the installation of piping for a propane tank, where the cost of such proposed work does not exceed five hundred dollars, the fee shall be seventeen dollars and fifty cents (\$17.50). Cost shall include labor and all materials used. For each additional five hundred dollars (\$500.00), or fraction thereof, in the cost of such proposed work, seventeen dollars and fifty cents (\$17.50) shall be added to the above prescribed fee for such permit.

ARTICLE VI. WRECKING AND MOVING PERMIT FEES

91.310 FEES REQUIRED The Director of Inspections, before issuing any moving permit or permit for the wrecking of any building or structure, shall require the payment by the applicant for such permit of fees in the amounts herein provided.

91.320 WRECKING PERMIT For any permit for the wrecking of any building, or portion thereof, the fee so charged for each such building included in such permit shall be based on the cubical contents thereof and shall be at the rate of two dollars and fifty cents (\$2.50) for each one thousand (1,000) cubic feet, or fraction thereof.

For the structures which would be impractical to cube, the wrecking permit fee shall be based upon the total cost of wrecking such structure, at the rate of twelve dollars and fifty cents (\$12.50) for each five hundred dollars (\$500.00), or fraction thereof.

Notwithstanding the provisions of Section 91.40 of this Code, in no case shall the fee charged for any wrecking permit be less than thirty dollars (\$30.00).

91.330 MOVING PERMITS (a) For holding up, raising or moving any building or structure on the same lot, the fee shall be thirty dollars (\$30.00).

July 17, 1987

MEMO TO: John Olson, Acting City Manager
FROM: Nancy Deno, Administrative Assistant
RE: Thorson Community Center - Market Value Evaluation

On July 13, 1987, the City of Crystal received a Market Value Appraisal of Thorson Elementary School from District 281. The Estimated Values are as follows:

Market Land Value (if vacant)	\$425,000
Market Building Value	308,352
Total-Direct Sales Comparison Value	<u>\$735,000</u>

The City of Crystal has expended the following in maintenance, repair, operation and upgrading of Thorson:

Thorson Expenditures 1980 - 1986	\$393,879
Thorson Estimated Expenditure 1987	71,512
Thorson Projected Expenditures 1988 - 1991	606,191
Total Thorson Expenditures	<u>\$1,071,581</u>

The above listed Thorson Projected Expenditures do not include the \$58,000/year loss of revenue, due to the loss of Minnesota Waste Management Board as a tenant.

The Economic Life of the structure is as follows:

Average Economic Life of Structure	40 years
Age of Thorson	34 years
Remaining Economic Life	6 years

The City Council should also consider the following when making the decision regarding the purchase of Thorson.

- 1.) Location - Thorson is not on a bus line. Transportation is a major consideration when housing a Senior Center. The Douglas Drive property next to the pool is on the MTC bus line.
- 2.) Senior Center Size - Currently the Center has over 500 members, daily attendance of the Center is approximately 100. Daily membership has out grown space in the Senior Center at Thorson. If Thorson is purchased, the Center must be expanded to accommodate growing membership. If the City builds a new Community Center, adequate space can be planned for the project to include kitchen, storage, restroom facilities, and parking.
- 3.) Usage - Currently Thorson houses several non-profit organizations. If Thorson closes there will be space available the fall of 1987 to house such organizations at Robbinsdale Senior High.

Due to the needed repairs of Thorson, past and projected expenditures, cost for the purchase of the building, and the age of the building, the staff recommends rejecting District 281 Market Value Appraisal for Thorson. Furthermore, staff recommends that the City Council approve a study to determine the cost, location and size of a new Community Center for the City of Crystal; and further to direct staff to plan interim procedures and program locations for the Senior Center and other Recreation Programs housed at Thorson.

ND:kg

THORSON COMMUNITY CENTER
ACTUAL EXPENDITURES
1980 - 1986

Nancy Deno
Administrative Assistant

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

<u>Operating Budget</u>		<u>1980</u>	
<u>Actual Expenditures</u>		<u>Actual Revenue</u>	<u>Difference</u>
\$41,672		\$20,390	-\$21,282
<hr/>			
Additional Expenditures:			
February 1980	Furniture purchased for Lounge and Senior Citizen Center at Thorson. Funds from Crystal PIR		\$ 7,500
February 1980	Start up expenses for operation of Thorson. Funds from Crystal PIR		\$ 10,000
March 1980	Money set aside in Crystal PIR reserved for purchase of a bus for use at Thorson Community Center.		(\$27,000) not allocated as of 11/85
May 1980	Interior painting throughout Thorson Community Center. Funds allocated from Dept. 14 - City Buildings		\$ 4,415
June 1980	Heating service repairs (check and start up pre-1980 heating season). Funds allocated from Dept. 14 - City Buildings		\$ 1,229
	<u>1980 Total: (Addl. Exp.)</u>		<u>\$ 23,144</u>
<u>Year End Expenditure 1980 Total:</u>			<u>-\$44,426</u>

Thorson Community Center

<u>Operating Budget</u>	<u>1981</u>	
<u>Actual Expenditures</u>	<u>Actual Revenue</u>	<u>Difference</u>
\$54,526	\$53,326	-\$ 1,200
<hr/>		
<u>Year End Expenditure 1981 Total:</u>		<u>-\$ 1,200</u>

Thorson Community Center

Operating Budget

1982

Actual Expenditures

Actual Revenue

Difference

\$67,231

\$48,765

-\$18,466

Additional Expenditures:

April 1982

Parking Lot

\$ 89,702

Year End Expenditure 1982 Total:

-\$108,168

Thorson Community Center

Operating Budget

1983

Actual Expenditures

Actual Revenue

Difference

\$79,332

\$69,123

-\$10,209

Additional Expenditures:

July 1983

Central Air Conditioning installed.
Funds from Crystal PIR

\$111,394*

* This amount is to be paid back into PIR in full by 1994. In order to pay this amount back to PIR fund, a rental surcharge of .75 cents/square foot was placed on tenants who lease space at Thorson. This surcharge has collected \$15,424 in 1983 and 1984; and is estimated \$11,099 in 1985 to be transferred into PIR.

Year End Expenditure 1983 Total:

-\$121,603

Thorson Community Center

<u>Operating Budget</u>		<u>1984</u>	
<u>Actual Expenditures</u>		<u>Actual Revenue</u>	<u>Difference</u>
\$105,720		\$97,541	-\$ 8,179
<hr/>			
Additional Expenditures:			
July 1984	Kitchen upgrading as per Health Codes to allow usage for Seniors Dining Program. Funds from Crystal PIR		\$ 6,018
December 1984	AC surcharge paid back to PIR Fund (July '83-December '84)		\$ 15,423.38
	<u>1984 Total: (Add. Exp.)</u>		<u>\$ 21,441.38</u>
<u>Year End Expenditure 1984 Total:</u>			<u>-\$29,620.38</u>

Thorson Community Center

Operating Budget

1985

	<u>Actual Expenditures</u>	<u>Actual Revenue</u>	<u>Difference</u>
10-31-85	\$128,234	\$99,655.25	-\$28,578.75

<u>Year End Expenditure 1985 Total:</u>	<u>-\$28,578.75</u>
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Thorson Community Center

<u>Operating Budget</u>	<u>1986</u>	
<u>Actual Expenditures</u>	<u>Actual Revenue</u>	<u>Difference</u>
-\$123,431	\$85,579	-\$ 37,852

Additional Expenditures:

1985 AC Surcharge paid back to PIR Fund	\$ 11,099.05
1986 AC Surcharge paid back to PIR Fund	\$ 11,332.50
<u>1986 Total: (Addl. Exp.)</u>	<u>\$ 22,431.55</u>

<u>Year End Expenditure 1986 Total:</u>	<u>-\$ 60,283.55</u>
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THORSON COMMUNITY CENTER

5 YEAR PLAN

1987 - 1991

Nancy Deno
Administrative Assistant

CAPITAL IMPROVEMENTS PROGRAM

<u>PROJECT CATEGORY</u>		<u>PROJECT DESCRIPTION</u>				
Vehicles____ Equipment____ Buildings <u>x</u> Other_____		THORSON COMMUNITY CENTER Gym Ceiling, Lights, Flooring *immediate need*				
<u>PROJECT COST:</u> Estimated \$20,000.00		<u>EXPENDITURE TIMING</u> (Expected Year of Purchase)				
<u>SUGGESTED FUNDING SOURCE:</u> General fund or PIR		1987	1988	1989	1990	1991
		\$20,000	If not completed in 1987, must be completed in 1988.			
<u>DESCRIPTION:</u> Removal & replacement of gym ceiling, lights and flooring.						
<u>JUSTIFICATION:</u> Repairs needed due to excessive deterioration of floor and ceiling, and inadequate lighting.						
<u>EFFECT ON OPERATING EXPENDITURES:</u> Currently budgeted in 1987 budget - but is on hold until the lease is extended to year 2000 by Council and School District #281. Unable to create funds for this through revenue. Funding must come from outside source.						

CAPITAL IMPROVEMENTS PROGRAM

<u>PROJECT CATEGORY</u> Vehicles___ Equipment___ Buildings <u>x</u> Other_____	<u>PROJECT DESCRIPTION</u> THORSON COMMUNITY CENTER Structure *immediate need*				
<u>PROJECT COST:</u> Estimate \$70,000 <u>SUGGESTED FUNDING SOURCE:</u> General Fund or PIR	<u>EXPENDITURE TIMING</u> (Expected Year of Purchase)				
	1987	1988	1989	1990	1991
	\$70,000	If not completed in 1987, must be completed in 1988.			
<u>DESCRIPTION:</u> Structural Repairs <u>JUSTIFICATION:</u> Stress cracking - severe in Gym and Stage Walls, support beams, penthouse area and womens handicap restroom. Hazard. <u>EFFECT ON OPERATING EXPENDITURES:</u> Currently budgeted in 1987 budget - but is on hold until the lease is extended to year 2000 by Council and School District #281. Unable to create funds for this through revenue. Funding must come from outside source.					

CAPITAL IMPROVEMENTS PROGRAM

<p align="center"><u>PROJECT CATEGORY</u></p> <p>Vehicles _____ Equipment _____ Buildings <u>x</u> _____</p> <p>Other _____</p>	<p align="center"><u>PROJECT DESCRIPTION</u></p> <p align="center">THORSON COMMUNITY CENTER</p> <p align="center">Roof</p> <p>*immediate need*</p>				
<p><u>PROJECT COST:</u></p> <p align="center">Estimate</p> <p align="center">\$150,000</p> <p><u>SUGGESTED FUNDING SOURCE:</u></p> <p>General Fund or PIR</p>	<p><u>EXPENDITURE TIMING</u> (Expected Year of Purchase)</p>				
	1987	1988	1989	1990	1991
	\$150,000	if not completed in 1987, must be completed in 1988.			

DESCRIPTION: Roof

Tear off and re-roof the entire building, 36,405 square feet.

JUSTIFICATION:

Needed due to excessive leaking throughout the interior of the building. The excessive leaking is causing deterioration of interior wall and ceiling surfaces. Tear-off is needed due to roof-structure weight load restrictions. Leakage into ceiling electrical fixtures - HAZARD.

EFFECT ON OPERATING EXPENDITURES:

Currently budgeted in 1987 budget - but is on hold until the lease is extended to year 2000 by Council and School District #281. Unable to create funds for this through revenue. Funding must come from outside source.

CAPITAL IMPROVEMENTS PROGRAM

<p align="center"><u>PROJECT CATEGORY</u></p> <p>Vehicles___ Equipment___ Buildings <u>X</u> Other_____</p>	<p align="center"><u>PROJECT DESCRIPTION</u></p> <p align="center">THORSON COMMUNITY CENTER Sealing, tuckpointing - exterior *immediate need*</p>				
<p><u>PROJECT COST:</u> Estimated \$20,000.00</p> <p><u>SUGGESTED FUNDING SOURCE:</u> General Fund or PIR</p>	<p align="center"><u>EXPENDITURE TIMING</u> (Expected Year of Purchase)</p>				
	<p align="center">1987</p>	<p align="center">1988</p>	<p align="center">1989</p>	<p align="center">1990</p>	<p align="center">1991</p>
	<p align="center">\$20,000</p>	<p align="center">If not completed in 1987, must be completed in 1988.</p>			
<p><u>DESCRIPTION:</u> Sealing, tuckpointing of deteriorated masonry - exterior.</p> <p><u>JUSTIFICATION:</u> Work is needed to seal masonry to prevent moisture from entering the building and causing further breakdown of wall surfaces. Walls are currently deteriorating due to this problem.</p> <p><u>EFFECT ON OPERATING EXPENDITURES:</u> Currently budgeted in 1987 budget - but is on hold until the lease is extended to year 2000 by Council and School District #281. Unable to create funds for this through revenue. Funding must come from outside source.</p>					

CAPITAL IMPROVEMENTS PROGRAM

<u>PROJECT CATEGORY</u> Vehicles___ Equipment___ Buildings <u>x</u> Other_____	<u>PROJECT DESCRIPTION</u> THORSON COMMUNITY CENTER Painting - Exterior *immediate need*				
<u>PROJECT COST:</u> Estimate \$10,000.00 <u>SUGGESTED FUNDING SOURCE:</u> General fund of PIR	<u>EXPENDITURE TIMING</u> (Expected Year of Purchase)				
	1987	1988	1989	1990	1991
	\$10,000	If not completed in 1987, must be completed in 1988.			
<p><u>DESCRIPTION:</u> Scrape, prime, paint, caulk exterior trim and windows of entire building.</p> <p><u>JUSTIFICATION:</u> Paint peeling off showing bare metal and wood surfaces. Wood must be covered to stop severe deterioration of surfaces.</p> <p><u>EFFECT ON OPERATING EXPENDITURES:</u> Currently budgeted in 1987 budget - but is on hold until the lease is extended to year 2000 by Council and School District #281. Unable to create funds for this through revenue. Funding must come from outside source.</p>					

CAPITAL IMPROVEMENTS PROGRAM

<u>PROJECT CATEGORY</u>	<u>PROJECT DESCRIPTION</u>				
Vehicles <input type="checkbox"/> Equipment <input type="checkbox"/> Buildings <input checked="" type="checkbox"/> Other _____	THORSON COMMUNITY CENTER Upgrade Electrical				
<u>PROJECT COST:</u> Estimate \$60,000 <u>SUGGESTED FUNDING SOURCE:</u> General Fund or PIR	<u>EXPENDITURE TIMING</u> (Expected Year of Purchase)				
	1987	1988	1989	1990	1991
			\$60,000		
<u>DESCRIPTION:</u> Upgrade electrical service throughout the building.					
<u>JUSTIFICATION:</u> Presently the building is substandard to Fire Codes. Additional electrical needed throughout the building to accommodate usage. Currently unable to supply electrical demand.					
<u>EFFECT ON OPERATING EXPENDITURES:</u> Unable to create funds for this through revenue. Funding must come from outside source.					

CAPITAL IMPROVEMENTS PROGRAM

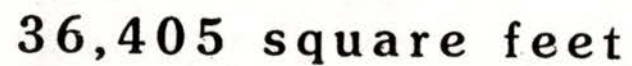
<u>PROJECT CATEGORY</u> Vehicles <input type="checkbox"/> Equipment <input type="checkbox"/> Buildings <input checked="" type="checkbox"/> Other _____	<u>PROJECT DESCRIPTION</u> THORSON COMMUNITY CENTER Senior Center Expansion				
<u>PROJECT COST:</u> Estimate \$115,000 <u>SUGGESTED FUNDING SOURCE:</u> General Fund or PIR	<u>EXPENDITURE TIMING</u> (Expected Year of Purchase)				
	1987	1988	1989	1990	1991
				\$115,000	
<u>DESCRIPTION:</u> 23 feet x 50 feet Addition to the Senior Center= 1150 square feet 1150 square feet x \$100/square foot = \$115,000 <u>JUSTIFICATION:</u> Need space for Senior members. Overcrowding at present time due to expanding Senior Membership. <u>EFFECT ON OPERATING EXPENDITURES:</u> Unable to create funds for this through revenue. Funding must come from outside source.					

CAPITAL IMPROVEMENTS PROGRAM

<u>PROJECT CATEGORY</u>		<u>PROJECT DESCRIPTION</u>				
Vehicles _____ Equipment _____ Buildings <u>X</u> Other _____		THORSON COMMUNITY CENTER Replace Ceiling & Lights in offices and hallways				
<u>PROJECT COST:</u>		<u>EXPENDITURE TIMING</u> (Expected Year of Purchase)				
Estimate \$61,191		1987	1988	1989	1990	1991
<u>SUGGESTED FUNDING SOURCE:</u>						
General Fund or PIR					\$61,191	
<u>DESCRIPTION:</u> Replace ceiling & lights in offices and hallways Ceiling estimate = \$1.50/square foot est. = 33061 sq.ft. x \$1.50/sq.ft. = \$49,591 Lights estimate = \$80 per unit est. = 145 lights x \$80/light = \$11,600						
<u>JUSTIFICATION:</u> Ceiling deteriorating and falling off, present light fixtures inadequate and breakdown. Repairs expensive, replacement parts not available.						
<u>EFFECT ON OPERATING EXPENDITURES:</u> Unable to create funds for this through revenue. Funding must come from outside source.						

CAPITAL IMPROVEMENTS PROGRAM

<p align="center"><u>PROJECT CATEGORY</u></p> <p>Vehicles _____ Equipment _____ Buildings <u>x</u> _____</p> <p>Other _____</p>	<p align="center"><u>PROJECT DESCRIPTION</u></p> <p align="center">THORSON COMMUNITY CENTER</p> <p align="center">Boiler - Replace Mudlegs</p>				
<p><u>PROJECT COST:</u> Estimated \$100,000</p> <p><u>SUGGESTED FUNDING SOURCE:</u></p> <p>General Fund or PIR</p>	<p align="center"><u>EXPENDITURE TIMING</u> (Expected Year of Purchase)</p>				
	1987	1988	1989	1990	1991
					\$100,000
<p><u>DESCRIPTION:</u></p> <p>Replace mudlegs in both boiler units.</p> <p><u>JUSTIFICATION:</u></p> <p>Deterioration of unit due to age. If not replaced unit will not function to heat the building.</p> <p><u>EFFECT ON OPERATING EXPENDITURES:</u></p> <p>Unable to create funds for this through revenue. Funding must come from outside source.</p>					



THORSON COMMUNITY CENTER
7323 - 58TH AVE. N., CRYSTAL

Thorson Community Center is located in northern Crystal and opened in 1980. The center is leased for use by the City of Crystal from School District #281. Listed below are the services available to the community that are housed at Thorson.

Senior Center

Contact Person: Jeanne Fackler, 537-8421 ext. 153, 9:00-5:00 p.m. Senior Center membership is open to anyone age 55 and over. Current membership fee is \$5.00/year. Membership allows the use of the drop-in center, card room, game room and pool table, craft room, two shuffleboard courts, and three horseshoe courts. The Center is used as a meeting place for all Senior classes, special events, trips, outings, and interest groups. Bridge is played on Tuesdays and Fridays, Progressive 500 on Wednesdays, Poker for fun on Fridays, Cribbage on Thursdays, and Duplicate Bridge on Mondays. All card games begin at 1:00 p.m. Interest groups meet at various times per week. Also open two evenings per week.

Congregate Dining

Contact Person: Karen Anderson (VOA), 537-6077, 9 a.m. - 1 p.m. M-F. Congregate Dining or Seniors Nutritional Program is run by the Volunteers of America. Meals are served at Thorson Community Center, Monday thru Friday at 12:00-noon. The program is open to any senior 60 years of age or older (spouse may come regardless of age). *Reservations must be made at least two (2) working days in advance.

American Red Cross

Contacts: Patti Hague or Deb Radi 533-3048.

Involved in disaster relief and assistance, services to the active military, foreign locator services, first aid, (CPR) cardio-pulmonary resuscitation, water safety training; nursing services for senior citizens, school age children and disaster victims; at home patient health care; health safety, chemical dependency and emergency assistance for youth; and volunteer training.

Northwest Hennepin Human Services Council

Contact: 536-0327

Involved in a multitude of services available for citizens in the community.

- A. Surplus Food Distribution 536-0327
Every 3rd Saturday of each month 9 a.m. - 12 p.m.
(Must meet qualification.)
- B. Energy Assistance
Contact: 536-9948 by appointment.
Assistance in payment of energy bills.
(Must meet qualifications.)

THORSON COMMUNITY CENTER

page 2

Five Cities Transportation Program

Contact Person: Judy Raether, 537-4534 ext. 33

The five cities of Crystal, Robbinsdale, Golden Valley, Brooklyn Center, and Brooklyn Park are working cooperatively to provide a transportation program for their adult population 60 years and older. The purpose of the program is to provide transportation from areas of high senior adult concentration to city sponsored activities, social service programs, congregate dining, and major shopping excursions. Persons needing a ride must call Judy 24 hours in advance to make a reservation. A donation of fifty-cents is asked for each one-way trip. For more information on this program or City sponsored activities, call your City Senior Program Coordinator.

N.E.A.R. Foodshelf

Appointment only - 533-2836

Food available to qualified families by appointment only.

Hennepin County Economic Assistance

Contact: Barb Olson, 537-7802 by appointment only

Services available: AFDC, General Assistance, Medical Assistance. Call Barb for more information.

LaPepiniere Montessori School

Contact: Irene Bornhorst, 535-4439

Day Care for children ages 6 weeks to 5 years, and Latch Key. Hours of care 6 a.m. - 6 p.m. Call Irene for more information.

Big Brothers/Big Sisters

Contacts: Lila Rasmussen or Jan Kammann, 871-3939 or 537-5285

Counseling for youth, volunteer program, group therapy, young mothers counseling, family counseling, summer camp for boys and girls age 8-14. Volunteer opportunities. Call for appointment (must meet qualifications).

MN Waste Management Board

State of Minnesota Offices for the Waste Management Division.

MARKET VALUE APPRAISAL

Thorson Elementary School
Crystal, Minnesota

May 22, 1987

87084

Mr. Gary DeFrance
Robbinsdale School District

Shenehon & Associates, Inc.

Real Estate & Business Valuations

903 Midwest Plaza East, Minneapolis, Minnesota 55402 · (612) 333-6533

June 8, 1987

Mr. Gary DeFrance, Business Administrator
Robbinsdale School District
4148 Winnetka Avenue North
New Hope, Minnesota 55427

RE: MARKET VALUATION OF THORSON ELEMENTARY SCHOOL, LOCATED IN CRYSTAL,
MINNESOTA.

Dear Mr. DeFrance:

In accordance with your request, we have completed an appraisal of the above referenced property for the purpose of estimating the market value of the fee simple interest. The following written report presents the findings, analyses and conclusions of this appraisal. We have made a complete inspection of the subject property and have fully identified the real estate in our written report.

After careful consideration of the many factors influencing value, it is our opinion that the subject property has a market value, as of May 22, 1987, of:

SEVEN HUNDRED THIRTY-FIVE THOUSAND DOLLARS-----(\$735,000.00)

We have no personal interest or bias with respect to the subject matter of this appraisal report or the parties involved. The appraisal is made subject to certain assumptions and limiting conditions which are listed in this report. It conforms with accepted professional, ethical and performance standards of the real estate appraisal practice. If you have any questions or comments after reading this appraisal, please contact us.

Mr. Gary DeFrance

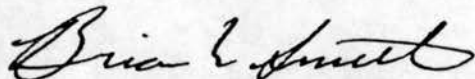
Page 2

June 8, 1987

The undersigned appraiser certifies that he has personally inspected the property and has investigated information believed to be pertinent to the valuation of the property, and to the best of his knowledge and belief the statements and opinions expressed herein are correct and reasonable, subject to the limiting conditions set forth herein.

SHENEHON AND ASSOCIATES, INC.

Certified to this 8th day
of June, 1987

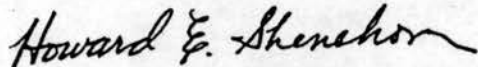


Brian Warne Smith
Assistant Appraiser

This appraisal has been reviewed and approved by the undersigned, who certifies that to the best of his knowledge and belief the statements and opinions expressed herein are correct and reasonable, subject to the limiting conditions set forth herein. The undersigned reviewer has inspected the subject property.

SHENEHON AND ASSOCIATES, INC.

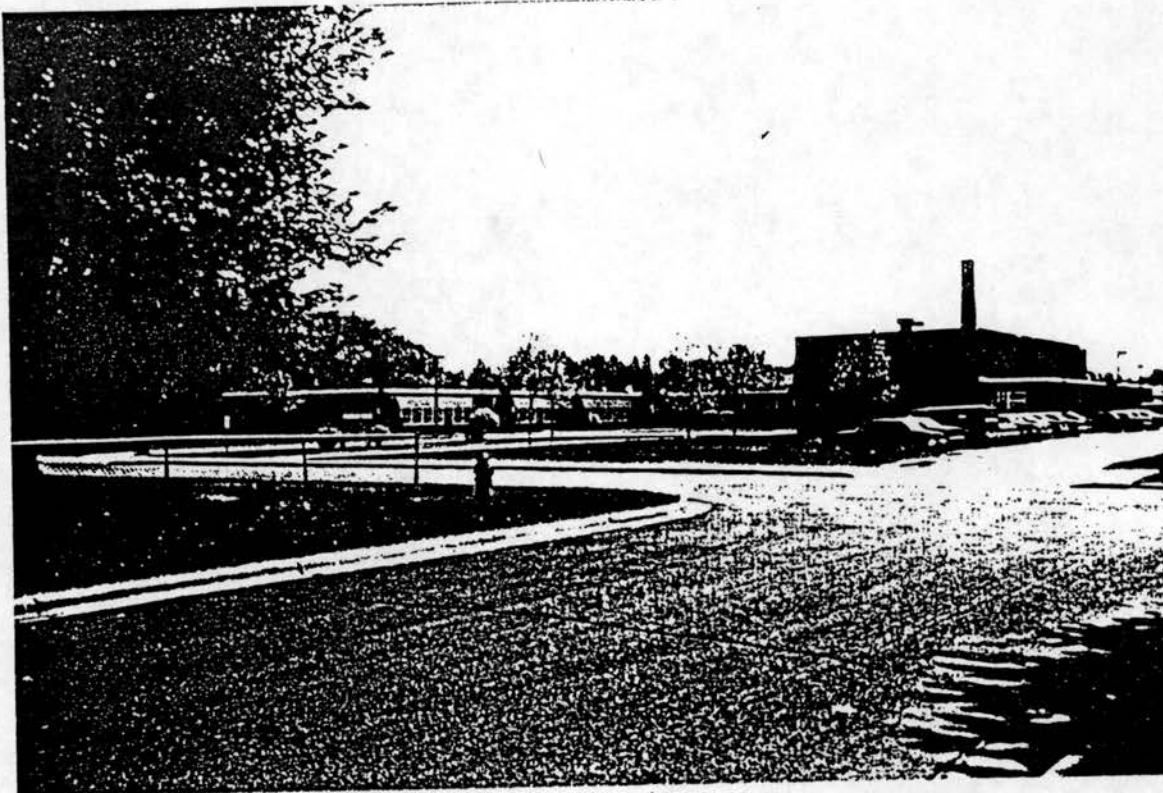
Certified to this 8th day
of June, 1987



Howard E. Shenehon, MAI, SREA, CRE
Board Chairman

/pm

SUMMARY OF SALIENT DATA



Type of Property:	Elementary School
Location:	7323 58th Avenue North, Crystal, Minnesota
Land Size:	6.53 acres (284,343.2 square feet)
Zoning:	Crystal: R-1 Single Family Residential New Hope: R-3 Medium Density Residential
Date of Inspection:	May 22, 1987
Property Rights Appraised:	Fee Simple Interest
Total 1987 Real Estate Taxes:	Exempt
Gross Building Size:	38,544 square feet
Age of Improvements:	Main structure: 34 years (1953) Southwest wing: 33 years (1954)

Summary of Salient Data - Continued

Value Estimated By:

Cost Approach:	\$740,000.00
Direct Sales Comparison Approach:	\$735,000.00
Income Approach:	Not applicable

Final Value Estimate Composed of:

Land Value:	\$425,000.00
Building Value:	<u>\$310,000.00</u>
Total Value:	\$735,000.00

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Location Map



DATE OF MARKET VALUATION

The market value for the subject real estate is estimated as of May 22, 1987. The date of inspection was May 22, 1987.

PROPERTY IDENTIFICATION AND LOCATION

The subject real estate is commonly known as Thorson Elementary School, located at 7323 58th Avenue North in Crystal, Minnesota. The northernmost 766.9 feet of the subject property is located within the City of Crystal, while the southernmost 100 feet of the subject property is located within the City of New Hope.

LEGAL DESCRIPTION

That part of the West Half (W 1/2) of Lot Thirty-two (32) of Auditor's Subdivision No. 226, Hennepin County, Minnesota, described as follows:

The North Six (N 6) acres of the West Half (W 1/2) of said Lot Thirty-two (32).

Also: Beginning at the Southwest corner of the North Six (N 6) acres of the West Half (W 1/2) of said Lot Thirty-two (32), thence Southerly along the West Line of said Lot, a distance of One Hundred (100) feet; thence Easterly on a line parallel to the South line of the North Six (N 6) acres of the West Half (W 1/2) of said Lot to the East Line of the West Half (W 1/2) of said Lot; thence Northerly on the East Line of the West Half (W 1/2) of said Lot, a distance of One Hundred (100) feet to the Southeast corner of the North Six (N 6) acres of the West Half (W 1/2) of said lot; thence Westerly along the South Line of the North Six (N 6) acres of the West Half (W 1/2) of said Lot to the point of beginning.

REAL ESTATE TAX DATA (Payable in the year 1987)

P.I.D. # 05-118-21-31-0004 (Crystal portion of subject)
05-118-21-31-0006 (New Hope portion of subject)

Base Tax: Exempt

Specials: Exempt

Total Tax: Exempt

ASSESSORS ESTIMATED MARKET VALUE (As of January 2, 1986)

Land Value: Exempt

Building Value: Exempt

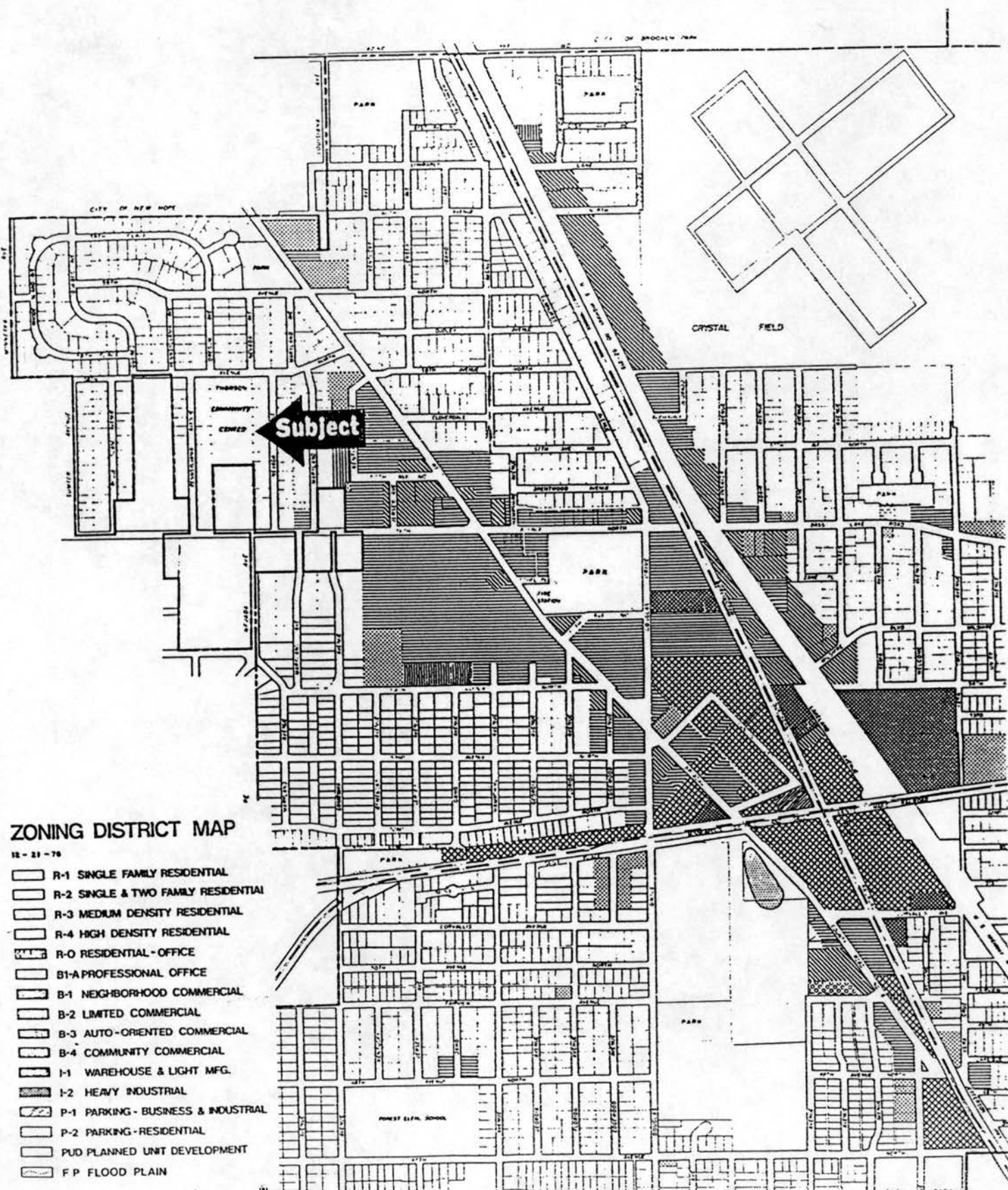
Total Value: Exempt

SPECIAL ASSESSMENT INFORMATION

None

ZONING

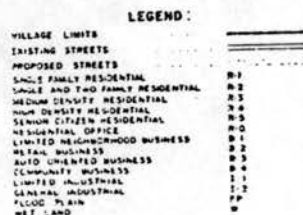
Crystal portion: R-1; Single Family Residential
New Hope portion: R-3; Medium Density Residential



CITY OF CRYSTAL

Zoning Map





This step is intended to primarily assess the non-communicable disease burden in Singapore in light of the Cap 420. The two steps (living conditions) and aging population will be conducted for the first round of the survey, while the third

[illegible]

Zoning Map



PROPERTY RIGHTS APPRAISED

The subject real estate will be appraised by estimating the market value for the fee simple interest of the real estate. For use in this report, the market value of the fee simple interest in the real estate is subject to the following definition obtained on Page 102 of the revised edition of "Real Estate Appraisal Terminology" by Byrl N. Boyce, Ph. D., published in 1981.

The fee simple interest is an absolute fee; a fee without limitations to any particular class of heirs or restrictions, but subject to the limitations of eminent domain, escheat, police power and taxation. An inheritable estate.

PURPOSE OF THE REPORT

The purpose of this report is to estimate the market value of the real estate. The function of this report is to estimate the market value for possible sale of the subject property.

Market value as utilized in this appraisal report conforms to the following definition obtained from Page 160 of "Real Estate Appraisal Terminology", Revised Edition, American Institute of Real Estate Appraisers and the Society of Real Estate Appraisers.

The most probable price in terms of money which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus.

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated.
2. Both parties are well informed or well advised, and each acting in what he considers his own best interest.
3. A reasonable time is allowed for exposure in the open market.
4. Payment is made in cash or its equivalent.
5. Financing, if any, is on terms generally available in the community at the specified date and typical for the property type in its locale.
6. The price represents a normal consideration for the property sold unaffected by special financing amounts and/or terms, services, fees, costs, or credits incurred in the transaction.

CITY DATA AND NEIGHBORHOOD ANALYSIS

The subject property is located in the cities of Crystal and New Hope, which are both first ring suburbs bordering the northwest corner of Minneapolis. The United States 1980 Census reveals that the two cities had a combined population of 48,630. The Metropolitan Council estimates a combined 1985 population of 47,730, a 1.9% decrease over the five year period.

Both cities offer the usual city services including sewer, water, police and fire protection.

Public school facilities are provided to the area by Robbinsdale Independent School District #281. Minnesota's Department of Energy and Economic Development reports that as of 1985, the cities of Crystal and New Hope contained 15 elementary schools, 4 junior high schools, 3 senior high schools, and 5 parochial schools.

NEIGHBORHOOD ANALYSIS

The subject property is located in a single-family/multi-family residential neighborhood. A major shopping area is located nearby at the intersection of West Broadway Avenue and Bass Lake Road. The neighborhood is accessed from West Broadway Avenue from the East, and from Bass Lake Road from the South. 1984 traffic counts reveal a flow of 11,500 and 22,300 vehicles per day on West Broadway and Bass Lake Road, respectively. The subject is located three-quarters of a mile from Highway #52/#169, and one and three-quarters of a mile from Highway #18. The subject property is seven and three-quarters of a mile from the downtown Minneapolis Central Business District.

The neighborhood is almost entirely developed. Most of the single-family homes in the neighborhood were constructed in the early 1950's. The neighborhood is in the mature stage of its life cycle, but appears stable. Homes are well maintained; no signs of blight or deterioration are evident.

PROPERTY DESCRIPTION

The real estate that is the subject of this market value appraisal is the 38,544 square foot building commonly known as Thorson Elementary School. The building rests upon a 6.53 acre parcel of land, approximately 90% of which is located within the City of Crystal. The remaining portion is located within the City of New Hope.

Land

The subject parcel consists of 284,343 square feet (6.53 acres) of relatively flat and level land. The subject parcel is 328 feet wide, along 58th Avenue North, and 866.9 feet deep.

Land features are noted as follows:

Accessibility:	Easily accessible from 58th Avenue North
Bounded by:	58th Avenue to the North; single family residential homes to the East and West; and multi-family residential units to the South
Street Surface:	Bituminous
Number of Lanes each Direction:	One
Sidewalk:	Concrete
Curb and Gutter:	Concrete
Water:	City of Crystal
Sewer:	City of Crystal
Gas:	Minnegasco
Electricity:	Northern States Power
Telephone:	Northwestern Bell
Approximate Shape:	Rectangular
Topography:	Relatively level
Soils:	Assumed sound; no soil report available
Landscaping/Vegetation:	Grass with several small trees and shrubs
Apparent Easement or Restrictions:	None visible. The client is referred to the legal description of record for information regarding any easements or restrictions that may exist.

Property Description - Continued.

Land Area Statistics

South Boundary:	328.0 feet
North Boundary:	328.0 feet
East Boundary:	866.9 feet
West Boundary:	866.9 feet
Total Estimated Land Area:	6.53 acres (384,343 square feet)



Plat Map



Property Description - Continued

Improvements

Underlying Construction:

The subject property is a class C, low cost, one story elementary school which was constructed in the mid 1950's. The majority of the structure rests upon 12 inch steel reinforced concrete footings. The heavier walls of the auditorium are supported by 16 inch steel reinforced concrete footings. Flooring consists of a 4 inch concrete slab. The slab is steel reinforced only in areas where it covers the crawl space. The majority of the original building is constructed of concrete block, and features an exterior brick facade. Auditorium walls and exterior walls in the southwestern wing are constructed of concrete block, and feature both interior and exterior brick facades. Interior walls in the southwestern wing are constructed of brick. All exterior walls are 12 inches thick, and all interior walls are 8 inches thick, with the exception of auditorium walls, both interior and exterior, which are 16 inches thick. The roof is supported by a system of steel bar joists which are 4 feet on center in the majority of the building, and are 2 feet on center over the two rooms which were originally designed as kindergartens. The bar joists are covered with 1 1/2 inches of steel decking. The original structure hosts one inch of rigid insulation, while the southwestern wing hosts one and a half inches of rigid insulation. Both sections are finished with a Pitch and Gravel system. Building maintenance reports that the roof is in need of general repair and will most probably need replacement within five years. ✓

Mechanical Systems:

Heating of the building is accomplished with a two-zone gas-fired hot water dual boiler system. Oil can be used as an alternative, stand by source of energy. The entire system has been refitted with new pipes, and 99% of all asbestos insulation has been removed. A new burner has recently been installed in boiler number one. Boiler number two is used as a supplementary backup system. Building maintenance has reported that the heating system is in good working order.

Cooling of the auditorium and the southwestern wing is accomplished by two large air conditioning units. Cooling of the remainder of the building is accomplished by rooftop units located over each room. There are six air conditioning zones.

The structure hosts 36 sinks, 20 toilets, 11 urinals, and a 4 foot diameter wash fountain. The structure is not protected by a sprinkler system. A newly installed natural gas hot water heater is reported to adequately service the needs of the building and its tenants.

The building's 600 amp, 240 volt electrical service also seems adequate to serve the needs of the building and its tenants.

The structure is protected by fire, smoke and security alarm systems.

Property Description - Continued

Improvements - Continued

Interior Finish:

The original structure features ceramic floors in restroom areas, while the southwestern wing features terrazzo floors in corridor and restrooms areas. The auditorium features a hardwood basketball court floor. All of the aforementioned flooring is in good repair. However, building maintenance reveals that while vinyl floor tiles would appear to be in good condition, in reality, they are very fragile and will most probably be nearing the end of their useful life.

All concrete block walls which are not covered with a brick facade are painted. Ceilings are covered with 12 inch square acoustical tiles, several of which are damaged or missing. No asbestos insulation is evident. The southwestern wing features a series of skylights which supplements the non-recessed fluorescent lighting system. The original structure is illuminated with non-recessed fluorescent lamps.

Special equipment includes a 12' by 8' walk-in record storage vault.

Outside Improvements:

Outside improvements include well maintained landscaping which consists of grass, shrubbery, and several small trees. Furthermore, sports and playground facilities include a good quality, wooden playset; a baseball diamond, complete with backstop; shuffleboard courts; horseshoe pits; poles to support two volleyball nets; and several benches. The southern portion of the property is enclosed on three sides with approximately 1500 feet of 5 foot high chain link fence.

The bituminous parking area is in good condition and is adequate for the size of the structure. All areas are well lit.

Items in need of repair:

The original structure exhibits a few structural problems. Cracks appear near the front door; to the left of, and extending upward from the lintel which supports the wall above the main passage between the auditorium and the kitchen; and along the southwestern corner of the rear of the stage. In addition, the floor has separated from the wall of the penthouse area, leaving a sizable gap. Building maintenance reports that these problems are getting progressively worse and need attention.

Windows in the original structure are encased in wood, and are in need of repair due to extensive dry rot.

Property Description - Continued

Improvements - Continued

Improvement features are noted as follows:

Occupancy:	Multi-use Community Center
Quality of Construction:	Low Cost
Age and Date of Construction:	The original structure was built in 1953 and is 34 years old. The Southwestern wing was constructed in 1954 and is 33 years of age.
General Condition:	Average, given the age of the building and the quality of construction. ✓
Overall Dimensions:	38,544 square feet with an irregularly shaped footprint.
Type of Building:	Elementary school
Number of Stories:	One
Basement:	None
Foundation:	12 inch steel reinforced concrete footings support the majority of the building. 16 inch steel reinforced concrete footings support the heavier auditorium walls.
Frame:	Concrete block
Floor Structure:	4 inch concrete slab, reinforced over crawl space areas.
Floor Cover:	82% Linoleum and asphalt tiles, 8% Hardwood basketball court floor 6% Terrazzo 4% Ceramic Tile
Ceiling:	12 inch square acoustical tiles
Lighting:	Non-recessed fluorescent lighting, which is supplemented with natural skylights in the Southwestern wing.
Interior Construction:	Brick and painted concrete block.
Plumbing:	36 sinks; 20 toilets; 11 urinals; a 4' diameter wash fountain & a gas fired hot water heater serve the needs of the building and its tenants.

Property Description - Continued

Improvements - Continued

Fire Protection:

Smoke and fire alarm system. No sprinkler system.

Heating, Cooling and Ventilation:

A 2 zone, gas-fired, hot water system delivers heat to the building, and is in good repair. A 6 zone, electrically powered air conditioning system is used to cool the building. It is also in good repair.

Electrical:

The 600 amp, 240 volt system adequately meets the power needs of the structure's current use.

Exterior Wall:

Brick

Windows:

The southwestern wing hosts aluminum cased windows which appear to be in good repair. The original structure host wooden cased windows which are in need of repair due to extensive dry rot.

Roof Structure:

Steel bar joists topped with steel decking.

Roof Cover:

One to one and a half inches of rigid insulation followed by a pitch and gravel system.

Special Features:

Basketball court in auditorium, baseball field to the rear of the structure, and an 8 foot by 12 foot walk-in safe accessed through the front office.

Building Area Statistics

Land to Building Ratio:

7.38:1

Improvement Heated:

100%

Improvement Air Conditioned:

100%

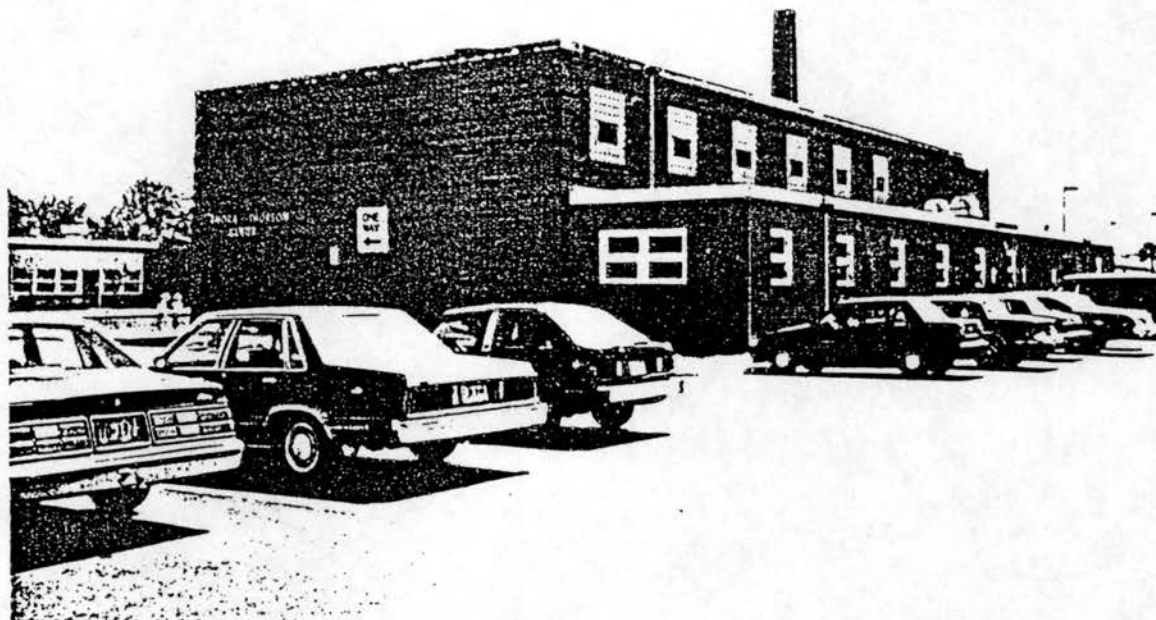
Gross Building Area:

38,544 square feet

Building Efficiency:

Good

SUBJECT PHOTOGRAPHS

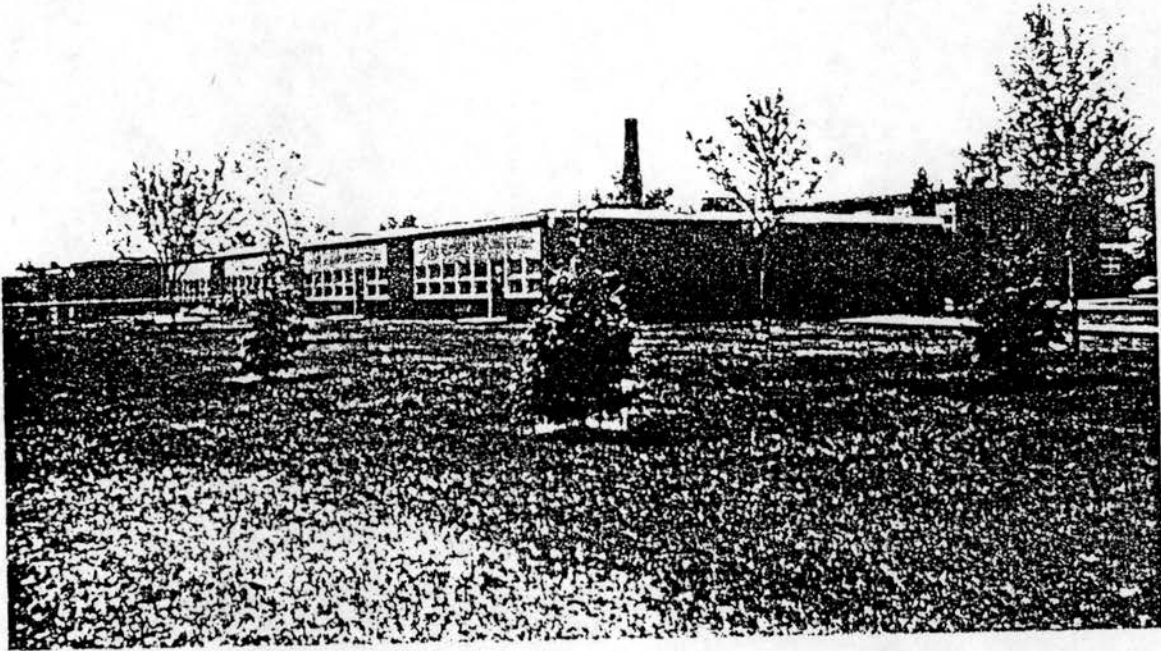


Northwest corner of subject property.



Southwest corner of subject property.

Subject Photographs - Continued



Northeast corner of subject property



Southeast corner of subject property

HIGHEST AND BEST USE

The highest and best use of the subject real estate as it will be regarded in this report will conform to the following definition found on Page 126 of the 1981 Edition of "Real Estate Appraisal Terminology".

The highest and best use is defined as that reasonable and probable use that supports the highest present value, as defined, as of the effective date of the appraisal.

Alternatively, that use, from among reasonably probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in highest land value.

The definition immediately above applies specifically to the highest and best use of land. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use.

Implied within these definitions is recognition of the contribution of that specific use to community environment or to community development goals in addition to wealth maximization of individual property owners. Also implied is that the determination of highest and best use results from the appraiser's judgment and analytical skill, i.e. that the use determined from analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use represents the premise upon which value is based. In the context of most probable selling price (market value) another appropriate term to reflect highest and best use would be most probable use. In the context of investment value an alternative term would be most profitable use.

The subject property was originally constructed as an elementary school. Due to declining enrollment, the property fulfils an alternate use as a community center. Should such alternate use be discontinued, the property would be exposed to the open market and become available for the property's most profitable use.

Highest and Best Use as Though Vacant

The 6.53 acre, relatively level site, with its immediate access to all major utilities and easy access from West Broadway and Bass Lake Road, avails itself to almost all logical physically possible developments.

No private deed restrictions, long-term leases, historic district controls or environmental regulations are in existence that would legally prohibit any logical development of the site.

Highest and Best Use - Continued

By far, the most restrictive elements to consider are found within local zoning regulations. Major uses which are permitted within Crystal's R-1, Single Family Residential zoning classification include:

- Single family detached dwellings
- Boarding houses
- Homes for foster children
- Day care facilities restricted to single family dwellings
- Public parks and playgrounds
- Essential services

Major uses which are permitted within New Hope's R-3, Medium Density Residential zoning classification include:

- Multi family structures up to 12 units
- Boarding houses limited to 10 residents

Conditional uses which are permitted within New Hopes R-3 classification include:

- Day care facilities
- Public parks & playgrounds
- Townhouses
- Care facilities

An important consideration which must not be ignored while reviewing legally permitted uses is the fact that the subject property is owned by a governmental agency. It would seem fairly reasonable to assume that any community service center that could harmoniously co-exist with the surrounding residential neighborhood while serving the best interest of the community would almost certainly be permissible.

An informal study has been conducted to test the financial feasibility of developing the subject property into single family detached dwellings. The results of the study reveal that demand is inadequate to support this use. Residential land values in the Crystal - New Hope area cannot compete with the land values that community service uses generate in the open market for large contiguous parcel, such as the subject property. A study of recent sales indicates four distinct markets for community service properties similar to that of the subject property:

- Use as a private school by religious organizations
- Use as a corporate training facility
- Use by another governmental agency
- Use as a health care facility

It is the opinion of this appraiser, therefore, that the maximally productive use of the land as though vacant, and therefore the highest and best use of the land as though vacant, is the same as its current use as a community service center.

Highest and Best Use as Improved:

Information revealed in the analysis of the highest and best use of the land as though vacant reveals that the property is currently developed to its highest and best use.

COST APPROACH TO VALUE

The Cost Approach is that approach in appraisal analysis which is based on the proposition that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility as the subject property. It is particularly applicable when the property being appraised involves relatively new improvements which represent the highest and best use of the land or when relatively unique or specialized improvements are located on the site and for which there exist no comparable properties on the market.

In the Cost Approach to Value, an indication of market value is obtained by adding the estimated land value to the estimated replacement cost of the improvements less any depreciation accruing to the improvements. This analysis recognizes that the improvement replacement cost tends to represent the upper limit of its market value. This analysis assumes that newly constructed improvements would have advantages over existing similar improvements, so any disadvantages or deficiencies found in the existing improvements must be evaluated in comparison with the new improvements. The measure of this deficiency is called accrued depreciation. Accrued depreciation may be composed of one, any, or all of the three basic types of depreciation, briefly mentioned as follows:

A. Physical Deterioration, composed of:

Curable
Incurable

B. Functional Obsolescence, composed of:

Curable
Incurable

C. External Obsolescence (Economic or Locational)

The Cost Approach to Value consists of four basic steps:

- I. The estimate of the land value as if vacant.
- II. The estimate of the current cost of replacement for the existing improvements.
- III. The estimate and deduction of accrued depreciation from all causes.
- IV. The summation of the land value and the depreciated replacement cost of the improvements.

Cost Approach to Value - Continued

I. Estimate of Land Value as if Vacant

We have conducted a survey of land sales which are comparable to the subject property and, as a result, have formed an opinion of market value for the site. In our opinion, the market value for the subject land is estimated to be \$425,000.00, which equals about \$1.50 per square foot for the total land area of 284,343 square feet. This land value estimate assumes that all levied and pending special assessments are paid in full for the subject land.

Comparable real estate transactions which were useful in estimating this land value are individually described below. Details on these sales are located in the addenda of this report.

Comparable Land Sales Fact Chart

<u>Sale No.</u>	<u>Location</u>	<u>Intended Use</u>	<u>Sale Date</u>	<u>Area (Sq. Ft.)</u>	<u>Adjusted Sale Price Per Sq. Ft.*</u>
1.	12315 Hwy. #55, Plymouth	Unknown	11/85	219,780	\$2.07
2.	SEC Silver Lake Rd. & 33rd Ave. N.E., St. Anthony	Single Family	12/79	60,274	\$1.46
3.	5141 York Ave. So. Minneapolis	Condos	6/80	162,267	\$1.20
4.	3630 Lee Ave. No. Robbinsdale	Co-ops	11/83	567,000	\$.99
5.	3600 Penn Ave. No. Minneapolis	Unknown	3/81	72,956	\$1.10

*Sales price per square foot has been adjusted when necessary to reflect the cost of razing any existing structures.

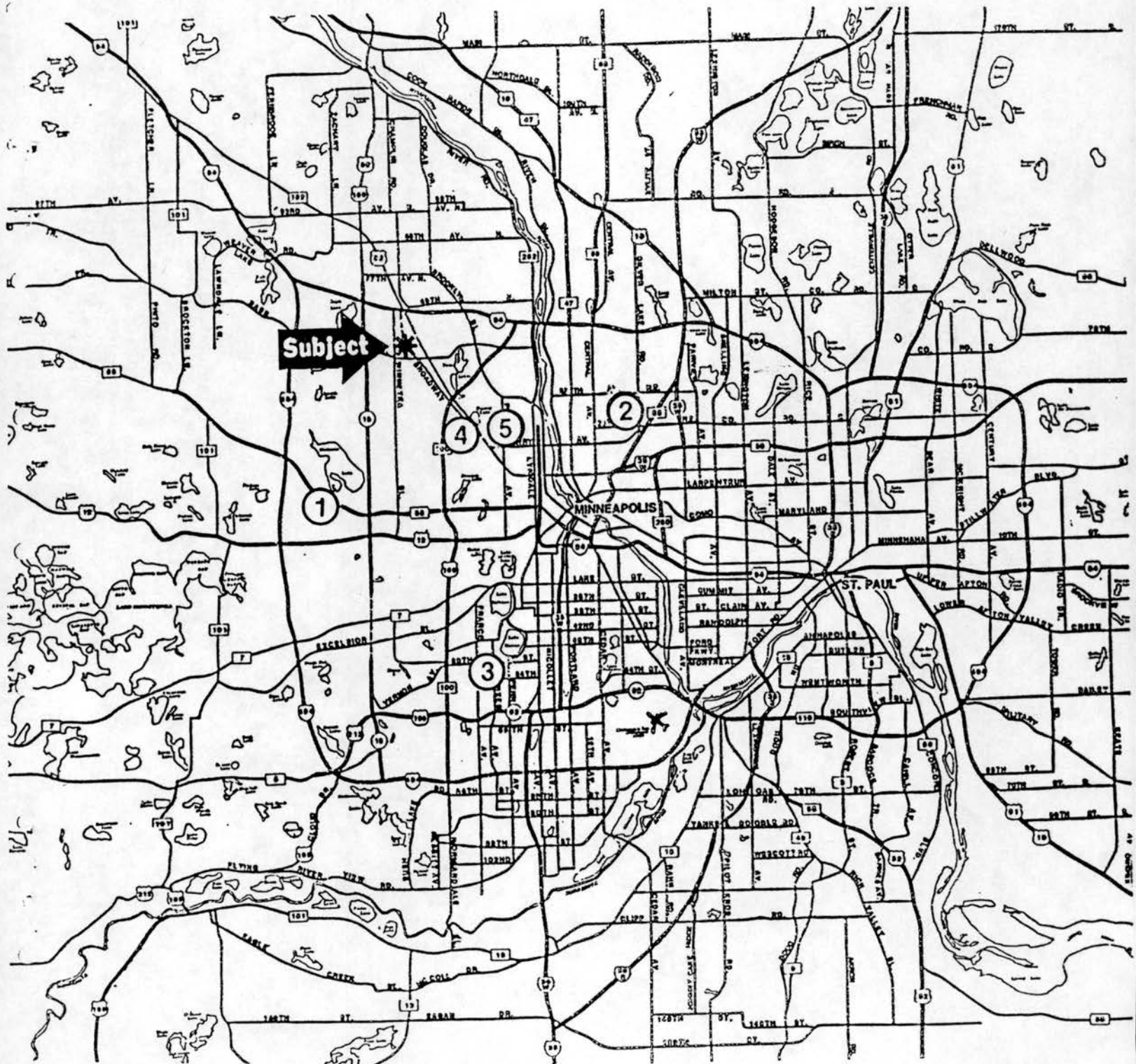
These sales have been adjusted for items of difference. These include variances for time of sale, size, access/traffic exposure, general location, etc. A description of the adjustments made to the comparable sales is listed below. A chart demonstrating our analyses in the adjustment process is provided on the following page.

Adjustments

1. Time of Sale, appreciation of approximately 2% per year.
2. Size, based on the general tendency of larger parcels to sell for a lower unit price than smaller parcels.
3. Location, based on appraiser's judgment.

Cost Approach to Value - Continued

I. Estimate of Land Value as if Vacant - Continued



Comparable Land Sales



Cost Approach to Value - Continued

I. Estimate of Land Value as if Vacant - Continued

Comparable Land Sales Adjustment Chart

<u>Sale No.</u>	<u>Adj. Sale Price Per S.F.*</u>	<u>Fin. Adj.</u>	<u>Cash Equiv. Price</u>	<u>Sale Date</u>	<u>Size</u>	<u>Loc.</u>	<u>Net Adj.</u>	<u>Adj. Sale Price Per S.F.</u>
1.	\$2.07	1.00	\$2.07	1.03	.98	.90	.91	\$1.88
2.	\$1.46	1.00	\$1.46	1.16	.90	1.00	1.04	\$1.52
3.	\$1.20	1.00	\$1.20	1.15	.95	1.05	1.15	\$1.38
4.	\$.99	1.00	\$.99	1.07	1.10	1.00	1.18	\$1.17
5.	\$1.10	1.00	\$1.10	1.13	.90	1.05	1.07	\$1.18

*Sale price per square foot has been adjusted when necessary to reflect the cost of razing any existing structures.

There is a general tendency for larger parcels to sell for a lower unit price than smaller parcels. Comparable #1 is very similar to the subject property in size, and has been weighed heavily in our estimate of final value. Comparables #2, #4, and #5 are very similar to the subject property with respect to their location, and have also been carefully considered in our final determination of value.

Before adjustments for differences, the aforementioned sales indicate a range of \$.99 per square foot to \$2.07 per square foot for the subject land. After adjustments, these sales indicate a range of \$1.17 per square foot to \$1.88 per square foot. After reconciling the adjustment process, it is our opinion that the subject land has a market value of \$1.50 per square foot.

284,343 square feet @ \$1.50/square foot

\$426,514.50

Rounded to

\$425,000.00

Cost Approach to Value - Continued

II. Estimated Replacement Cost of the Existing Improvements

Source

Marshall Valuation Service, Class "C", Low Cost Quality School.

Base Costs

	<u>Main Structure</u>	<u>Gymnasium</u>
Base Cost	\$39.67	\$29.42
Heating Adjustment	\$ 4.30	\$ 6.32
Cooling Adjustment	\$ 3.50	\$ 3.50
Floor Cover Adjustment	\$ -0-	\$ 3.20
Adjusted Base Cost	\$47.47	\$42.44

Adjustments to Base Cost

Story Height Multiple	1.0240	1.2450
Perimeter	.9417	.9417
Current Cost	.9800	.9800
Location Cost	<u>1.1100</u>	<u>1.1100</u>
	1.0489	1.2753

Replacement Cost

Replacement Cost/S.F.	\$49.79	\$54.13
Gross Building Area	33,971 S.F.	4,573 S.F.
Replacement Cost/Area	\$1,691,416.00	\$247,536.00
Replacement Cost		\$1,938,952.00

Miscellaneous Costs

Landscaping, Parking, Exterior Lighting, etc. \$ 150,300.00

Total Replacement Cost \$2,089,252.00

Rounded to

\$2,100,000.00

It is therefore our opinion that the subject property could currently be replaced for about \$54.48 per square foot of gross building area of 38,544 square feet, or a total replacement cost of \$2,100,000.00.

Cost Approach to Value - Continued

III. Estimate and Deduction of Accrued Depreciation from all Causes

The subject property is chronologically 33 to 34 years old. Based upon a physical inspection of the property, several items are in need of repair:

Structural cracks are evident in many areas near the gymnasium.

Building maintenance reports that the roof is in need of repair.

Several ceiling tiles are broken or missing and need to be replaced.

Wooden windows show signs of dry rot and are in need of repair.

Building maintenance reports that floor tiles are very fragile and are at the end of their useful lives.

An estimate of accrued depreciation was derived using the economic age-life method, in which the ratio of effective age to total economic life is applied to the current cost of the improvements to obtain a lump-sum deduction.

Estimates concerning the economic life of the subject property are presented as follows:

Average Economic Life of Similar Structures: 40 years

Estimated Remaining Economic Life: 6 years

Estimated Effective Age: 34 years

Using the formula presented in the Economic Age-Life Method for calculating accrued depreciation:

Effective Age / Total Economic Life x Replacement Cost

34 / 40 x \$2,100,000.00 = \$1,785,000.00

We estimate that depreciation from all causes is allocated on the following basis:

Physical Depreciation	80%	\$1,680,000.00
Functional Obsolescence	5%	\$ 105,000.00
Economic Obsolescence	0%	\$ -0-
Total Depreciation	85%	\$1,785,000.00

Cost Approach to Value - Continued

IV. Summation of Land Value and the Depreciated Replacement Cost
of the Improvements

Land Value as if Vacant \$425,000.00

Estimated Improvement Cost \$2,100,000.00

Less: Total Accrued Depreciation (\$1,785,000.00)

Equals: Current Improvement Value \$315,000.00

Total Estimated Value via the Cost Approach \$740,000.00

Rounded to

\$740,000.00

DIRECT SALES COMPARISON APPROACH TO VALUE

Rationale of the Direct Sales Comparison Approach to Value

The Direct Sales Comparison Approach is essential in almost every appraisal of the value of real estate. The value estimated by this valuation analysis can be defined as "the price at which a willing seller would sell and a willing buyer would buy, neither being under abnormal pressure". This definition assumes that both buyer and seller are fully informed about the property, and both have general knowledge of the market for that type of property and assumes that the property has been exposed in the open market for a reasonable time.

The Direct Sales Comparison Approach to Value is based on the principle of substitution, which states that "when a property is replaceable in the market, its value tends to be set by the cost of acquiring an equally desirable substitute property assuming no costly delay in making the substitution". Sales in the open market of real estate with generally similar characteristics and utility are usually good indications of value for appraised real estate.

The comparable market data which is submitted in this report, in our opinion, suggests that the best unit of comparison for the subject real estate should be sales price per square foot of gross building area.

The application of this unit of comparison produces an estimate of value for a property by comparing it with similar properties of the same type and class which have sold recently in the same or competing areas. The analytical processes, utilized in determining the degree of comparability between two properties, involves judgment as to their similarity with respect to many value factors such as location, date of sale, physical characteristics, and terms of sale. The sale price of these properties deemed most comparable tend to set the value range for the subject property. Further consideration of the comparative data indicates a figure representing the value of the subject property, that is, the probable price at which it could be sold by a willing seller to a willing buyer as of the date of the appraisal. The data involved in the application of this process concerns these comparable properties as well as the subject property, and this data will vary with the type of property. Four categories of data, however, are basic and apply regardless of the type of property. They are:

1. Sales prices of comparable properties.
2. Conditions influencing each sale.
3. Location of each property.
4. Description of land and improvements of each comparable property.

Direct Sales Comparison Approach to Value - Continued

We have gathered sales which we believe are comparable to the subject real estate. The sales which are given below are those which we feel are more comparable in regard to size, location, age, etc., than others. We have condensed the basic information on these sales in the chart below. Further details are shown in the addenda.

Comparable School Building Sales Fact Chart

Sale No.	Location	Sale Date	Sale Price	GBA (S.F.)	Land Size (S.F.)	Sale Price Per S.F. Building	Sale Price Per S.F. Land	Land/ Building Ratio	Age
1.	Portland Elementary School 4th Ave. So. & E. 72nd St. Richfield	7/84	\$ 800,000	53,357	230,800	\$14.99	\$3.47	4.33:1	1955
2.	Crystal Heights Elementary School 3415 Louisiana Ave. N. Crystal	1/84	\$1,000,000	56,000	539,525	\$17.86	\$1.85	9.63:1	1965
3.	Nine Mile Elementary School 2201 West 108th St. Bloomington	10/83	\$ 800,000	41,832	531,432	\$19.12	\$1.51	12.70:1	1962
4.	Hazelwood Elementary School 2676 Hazelwood Maplewood	6/80	\$ 875,000	44,940	435,600	\$19.47	\$2.01	9.69:1	1957
5.	Reeder Elementary School 2800 North Arona Roseville	7/82	\$ 772,000	38,054	522,720	\$20.29	\$1.48	13.74:1	1962
6.	Cedarcrest Elementary School 8700 Bloomington Ave. So. Bloomington	3/82	\$ 990,000	68,504	752,176	\$14.45	\$1.32	10.98:1	1950
7.	North Heights Elementary School Co. Rd. C & Rice St. Roseville	9/81	\$1,250,000	68,339	365,468	\$18.29	\$3.42	5.35:1	1935

These sales have been adjusted for items of difference. These include variances for size, date of sale, age, location, building quality, etc. An explanation of the adjustments made to the comparable sales is listed below. A chart demonstrating our analyses and treatment of major differences is provided on the following page.

Adjustments

1. Time of Sale, appreciation of approximately 2% per year.
2. Size, based on the general tendency of larger parcels to sell for a lower unit price than smaller parcels.

Direct Sales Comparison Approach to Value - Continued



Comparable Building Sales



Direct Sales Comparison Approach to Value - Continued

Comparable Building Sales Adjustment Chart

<u>Sale No.</u>	<u>Total Sale Price</u>	<u>Est. Land Value</u>	<u>Improve-ment Value</u>	<u>Improve-ment Value/S.F.</u>	<u>Sale Date</u>	<u>Size</u>	<u>Total Adj.</u>	<u>Adj. Sale Price/S.F.</u>
1.	\$ 800,000	\$345,000	\$455,000	\$8.53	1.06	1.04	1.10	\$9.38
2.	\$1,000,000	\$540,000	\$460,000	\$8.21	1.07	1.04	1.11	\$9.11
3.	\$ 800,000	\$530,000	\$270,000	\$6.45	1.07	1.01	1.08	\$6.97
4.	\$ 875,000	\$545,000	\$330,000	\$7.34	1.15	1.02	1.17	\$8.59
5.	\$ 772,000	\$525,000	\$247,000	\$6.49	1.10	1.00	1.10	\$7.14
6.	\$ 990,000	\$565,000	\$425,000	\$6.20	1.11	1.08	1.20	\$7.44
7.	\$1,250,000	\$730,000	\$520,000	\$7.61	1.12	1.08	1.21	\$9.21

While comparable #2 is very close in proximity to the subject property, it is actually in a slightly newer portion of Crystal. Comparables #3 and #5 are nearly identical to the subject property with respect to building size. These factors have been weighed heavily in the determination of final value.

Before adjustments for differences, the aforementioned sales indicate a range of \$14.45 per square foot to \$20.29 per square foot for the subject. After reflecting the land value and other adjustments, these sales indicate a range of \$6.97 per square foot to \$9.38 per square foot of gross building area. After reconciling our adjustments, it is our opinion that the subject has a market value of \$8.00 per square foot.

38,544 square feet @ \$8.00/square foot \$308,352.00

Plus: Market Value of Vacant Land \$425,000.00

Total \$733,352.00

Rounded to

\$735,000.00

INCOME APPROACH TO VALUE

Basic Premises

Investment real estate is a capital good which includes stores, apartments, motels/hotels, shopping centers, industrial buildings, office buildings and other real estate which is bought primarily on the basis of the income which is produced from the property. "In all economic and investment analysis, of which real estate appraisal is an integral part, the value of a capital good is established and measured by calculating the present worth, as of a particular valuation date, of the anticipated future benefits (income) to the owner over a specified time period.

Typically, elementary school buildings which are special purpose properties are not purchased by investors for their investment portfolio. Commonly, such structures are put to a non-profit use. As a result, future benefits cannot be measured in terms of dollars. Therefore, it is the opinion of this appraiser that the Income Approach to Value cannot be meaningfully be applied to the subject property.

FINAL ANALYSIS AND RECONCILIATION

The various approaches to value have been outlined in detail, and the following are indicated for the final reconciliation.

COST APPROACH TO VALUE	\$740,000.00
DIRECT SALES COMPARISON APPROACH TO VALUE	\$735,000.00
INCOME APPROACH TO VALUE	Not Applicable

The estimated cost to construct the subject improvements is based on standard cost indices, actual similar construction data and other data from informed sources. We believe that for most existing properties, investors give little consideration to the cost method of estimating value other than as an indication or check on the Income Approach and Market Data Approach. The Cost Approach is valuable for testing the market value of new construction, which is not the case in this appraisal. Therefore, we give the Cost Approach method of value less consideration in estimating the final value conclusion.

The Direct Sales Comparison Approach is based on the principle of substitution, which affirms that a prudent purchaser will not pay more for a property than for an equally desirable substitute property. A typical buyer seeks the best buy available; consequently, the Direct Sales Comparison Approach is a strong indication of value when adequate data is available. It is our opinion that the available market data provided a good measure of support for this Direct Sales Comparison Approach to value. Therefore, we give the Direct Sales Comparison method of value more consideration in estimating the final value conclusion.

After consideration of the three approaches to value, a value bracket of \$735,000.00 to \$740,000.00 is indicated. In our opinion, most weight should be given to the Direct Sales Comparison Approach to Value. As a result of this appraisal, it is our opinion that the estimated market value of the subject property, as of May 22, 1987, is:

SEVEN HUNDRED THIRTY-FIVE THOUSAND DOLLARS-----(\$735,000.00)

CONTINGENT AND LIMITING CONDITIONS

The value estimates and conclusions in the appraisal are made subject to these assumptions and conditions:

1. The property has been appraised as free and clear of all indebtedness under responsible ownership, and good management unless otherwise set forth in the appraisal.
2. No title search has been made and the reader should consult an appropriate attorney or title insurance company for accurate ownership data.
3. The furnished legal description is assumed to be correct.
4. The information contained in this report is not guaranteed, but it has been gathered from reliable sources. The appraiser certifies that, to the best of his knowledge and belief, the statements, information and materials contained in the appraisal are correct.
5. No responsibility is assumed for matters which are legal in nature. It is assumed (without survey) that the improvements are located within the legally described property and that the buildings comply with all ordinances except as noted.
6. No analysis of soil conditions was required and none has been made. All value estimates in this report assume stable soil and any necessary soil corrections are to be made at the seller's expense.
7. Estimates herein are based on the present status of the national business economy, and the current purchasing power of the dollar.
8. A plot plan may have been provided in this report to assist the reader in visualizing the property. We have made no survey of the property and assume no responsibility for its accuracy.
9. The market value herein assigned is based on conditions which were applicable at the time the property was inspected and may vary at a later date.
10. The appraiser herein shall not be required to prepare for or appear in court or before any board or governmental body by the reason of the completion of this assignment without pre-determined arrangements and agreements.
11. Surveys, plans and sketches may have been provided in this report. They may not be complete or be drawn exactly to scale.

Contingent and Limiting Conditions - Continued

12. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with proper written qualification and only in its entirety.
13. Information in the appraisal relating to comparable market data is more fully documented in the confidential file in the office of the appraiser.
14. All studies and field notes will be secured in our files for future reference.
15. The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.
16. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined and considered in the appraisal report. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted within the report.
17. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless non-compliance is stated, defined and considered in the appraisal report.
18. This property is appraised in fee simple, assuming responsible ownership and management, unless otherwise indicated. This appraisal recognizes that available financing is a major consideration by typical purchasers of income producing real estate in the market, and the appraisal assumes availability of financing to responsible and sufficiently substantial purchasers of the property in amounts similar to those indicated or implied in this report.
19. No one other than the individuals signing this report provided significant professional assistance in the preparation of this report.
20. No analysis with regard to the presence of formaldehyde and/or asbestos in the subject property has been made. It is assumed that the level of these substances is in compliance with federal and local regulations.

CERTIFICATION

1. The property has been inspected by the appraisers; and no one other than these appraisers have prepared the analyses, conclusions and opinions concerning real estate set forth in this report unless otherwise stated.
2. Market value as used herein is defined as the most probable price in terms of money which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus.
3. The appraisers have no present or contemplated interest or bias regarding the property appraised or relating to the parties involved. Employment or compensation is not in any manner contingent upon the appraisal report. The party or parties preparing this appraisal have absolutely no personal interest in the subject property.
4. All facts utilized in this report are assumed to be accurate.
5. All limiting and special conditions as stated on this page and the previous pages are stated to be interpreted as written, not to imply any more or less.
6. Disclosure of the contents of this report is governed by the bylaws and regulations of the Society of Real Estate Appraisers and the American Institute of Real Estate Appraisers. No part of the contents of this report (especially any conclusions as to value, the identity of the appraisers or the firm with which they are connected, or any references to the Society of Real Estate Appraisers or the SREA, SRPA, or SRA designations; or to the American Institute of Real Estate Appraisers or the MAI or RM designations) shall be disseminated to the public through advertising, public relations, news, sales, or any other public means of communications without the prior written consent and approval of the appraisers.
7. We certify that to the best of our knowledge and belief the statements of fact contained in this report, upon which the analyses, opinions and conclusions expressed herein are based, are true and correct; also, this report sets forth all of the limiting conditions (imposed by the assignment terms or by the appraisers) affecting the analyses, opinions and conclusions contained in this report; also, this report has been made in conformity with and is subject to the requirements of the Code of Ethics and Standards of Professional Conduct of the American Institute of Real Estate Appraisers and the Society of Real Estate Appraisers.

QUALIFICATIONS OF BRIAN WARNE SMITH

BIOGRAPHICAL DATA AND EDUCATION

Graduated from Sylvania High School in Toledo, Ohio. Currently pursuing a Bachelor's Degree at Metropolitan State University, with a strong emphasis on real estate appraisal. Completion of this program will supplement an Associate Degree in accounting, and will include a substantial portion of the educational requirements for the MAI designation.

Successfully completed the following real estate and appraisal courses:

- Real Estate Appraisal
- Real Estate Principles
- Real Estate Investments
- Commercial/Investment Real Estate Marketing

PROFESSIONAL EXPERIENCE

Shenehon and Associates, Inc., Minneapolis, Minnesota.
Appraiser/Analyst, 1987

Duties and Responsibilities:

Prepare professional valuation and market analysis reports for all types of real property, business enterprises, and intangible property rights. Typical assignments include studies for highest and best use, mortgage financing, condemnations, tax abatement proceedings, feasibility studies, sales and purchases, leasehold and leased fee interests, and internal management decisions.

QUALIFICATIONS OF HOWARD E. SHENEHON
Analyst and Consultant

Associate Arts Degree University of Minnesota 1937. Full-time appraiser and consultant having experience in real estate, property management, contracting, selling, arbitration, and court work since 1947. Shenehon & Associates, Inc., Board Chairman - 1980-Present

International President, Society of Real Estate Appraisers - 1963, "SREA" Senior Real Estate Analyst designation. National Education Committee Chairman two years. Past President of Minneapolis Chapter. National lecturer/teacher in Valuation Fundamentals.

Charter member and 1979 President of the Minnesota Chapter of the American Institute of Real Estate Appraisers, "MAI" designation.

American Society of Real Estate Counselors "CRE" designation - May 1982.

Associate member, Greater Minneapolis Area Board of Realtors. University of Minnesota Extension Division instructor in Real Estate Fundamentals and Real Estate Appraising beginning 1949 for 25 years; also, speaker and instructor before various Boards and State Associates of Realtors and Assessment Groups on this subject.

1968 President of the Tri-State Chapter of the American Right of Way Association, past Education Chairman, Seminar speaker, and former National Director. Holder of the Senior Right of Way Agent "SR/WA" designation.

Appraisal clients: Veterans Administration; Federal Housing Administration; Housing and Redevelopment Authorities--Minneapolis, Fargo, Mankato and Rochester; the Minneapolis Park and School Boards; Minnesota and Hennepin County Highway Departments; University of Minnesota; Ford and General Motors; IBM; Daytons; Donaldsons; First Bank Systems; Norwest Banks; National City Bank; and F & M Marquette National Banks; Minneapolis and Hennepin County Assessors Offices; Northern States Power; Northern Natural Gas; plus numerous attorneys and private accounts and considerable real estate tax valuation work.

District Court appointed Commissioner in numerous condemnation cases and expert witness in court proceedings and before boards of review. Valuation consultant and arbitrator in matters relating to real estate value and use. American Arbitration Association panel member.

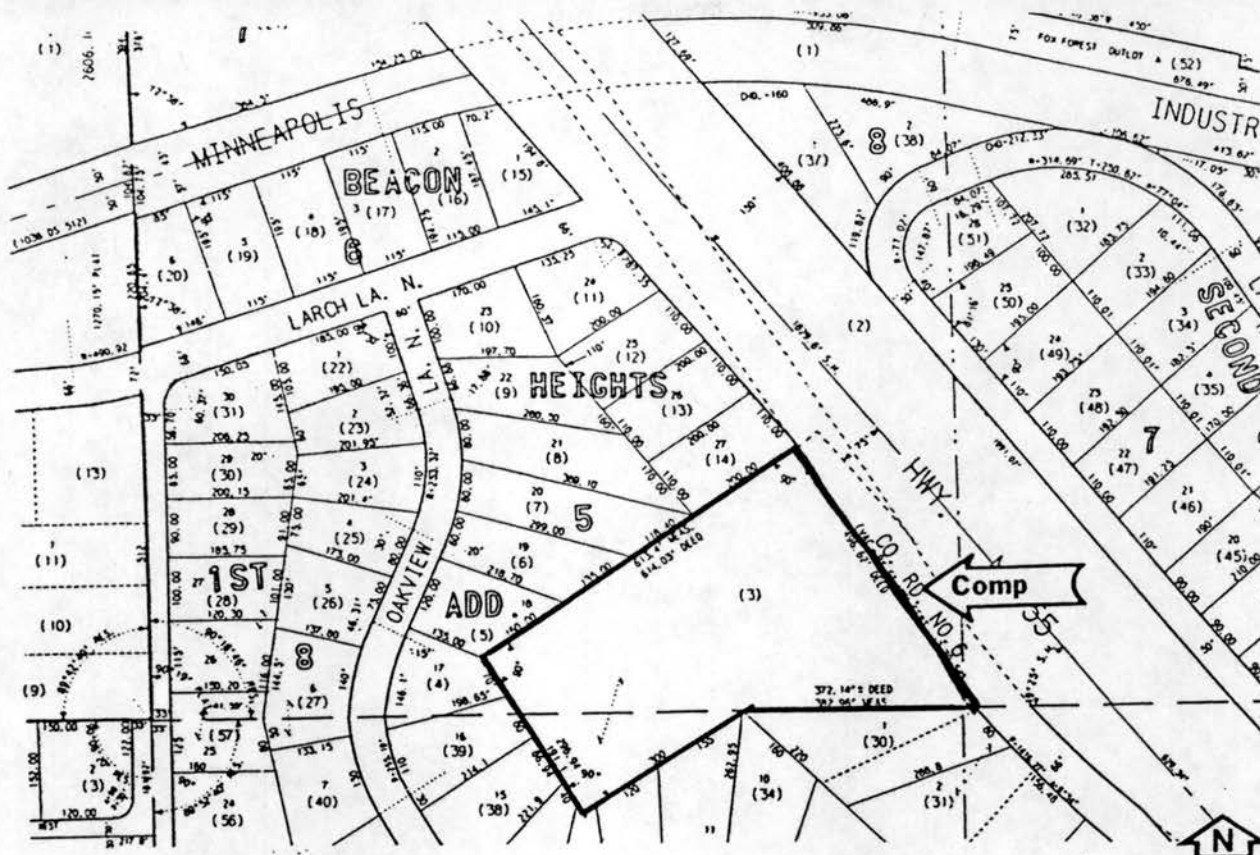
Appraisal assignments: Residential, acreage, commercial, industrial, special purpose, tax, eminent domain, department stores, office buildings, service stations, shopping centers, banks, schools, mobile home parks, clinics, hotels, warehouses, greenhouses, stores, urban renewal projects, re-use appraisals, pipelines, highlines, etc. National review appraiser for the original FHA Certified Agency Program.

Developed and instructed the first full-time course in Minnesota in Real Estate Fundamentals and Appraising at North Hennepin Junior College, 1967-1968; also intensive two week courses for the North Dakota Assessors and for the Minnesota Highway Department.

The American Institute of Real Estate Appraisers and the Society of Real Estate Appraisers conduct a voluntary program of continuing education for its designated members for recertification. I am certified with both organizations.

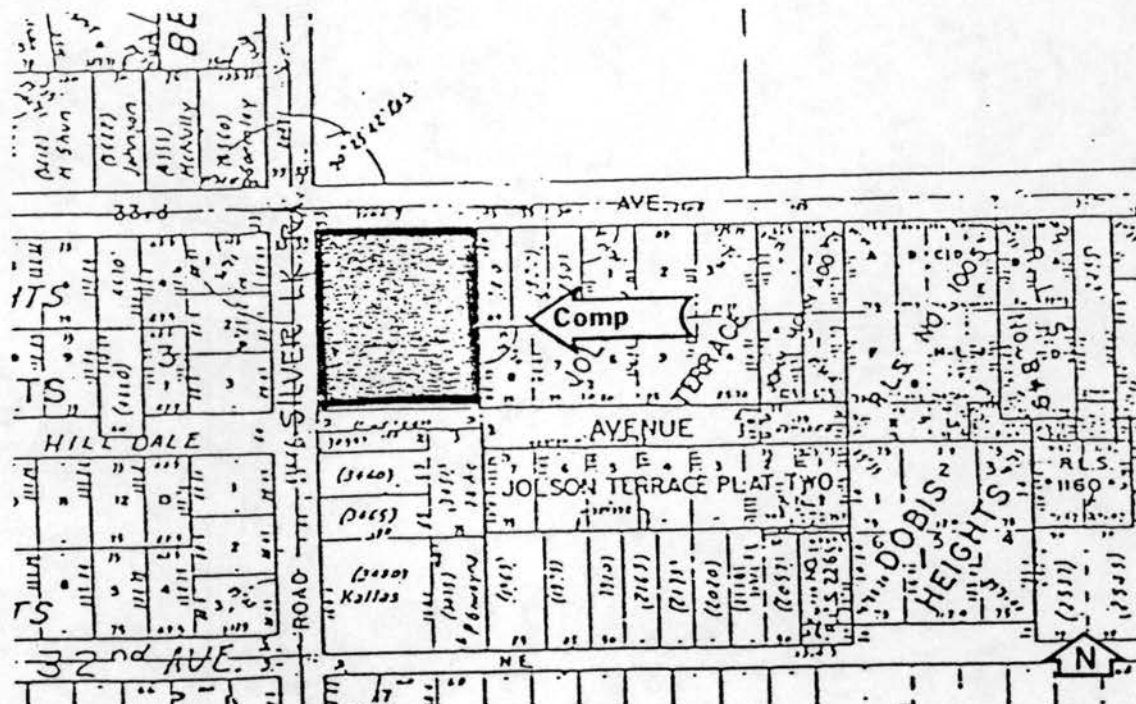
A D D E N D A

Comparable Land Sales



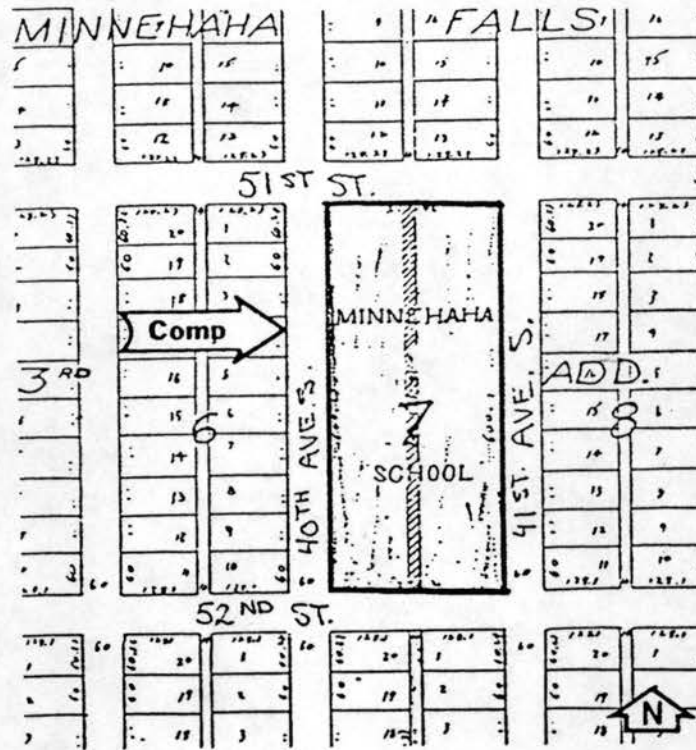
Comparable Land Sale #1

Code/File:	140-03-40
Information Source:	Confidential
Location:	12315 Highway #55, Plymouth.
Legal Description:	Long metes and bounds description
Date of Sale:	November 1985
Buyer:	Fred Lucas
Seller:	Independence School District #284
Zoning:	R-1A
Utilities:	All
Topography and Soil:	Assumed sound
Visibility and Access:	Good
Trackage:	None
Size:	219,780 square feet
Sale Price:	\$400,000.00 (Plus \$55,000.00 razing expense)
Unpaid Specials:	None
Total Price:	\$455,000.00
Unit Price:	\$2.07 per square foot
Remarks:	None



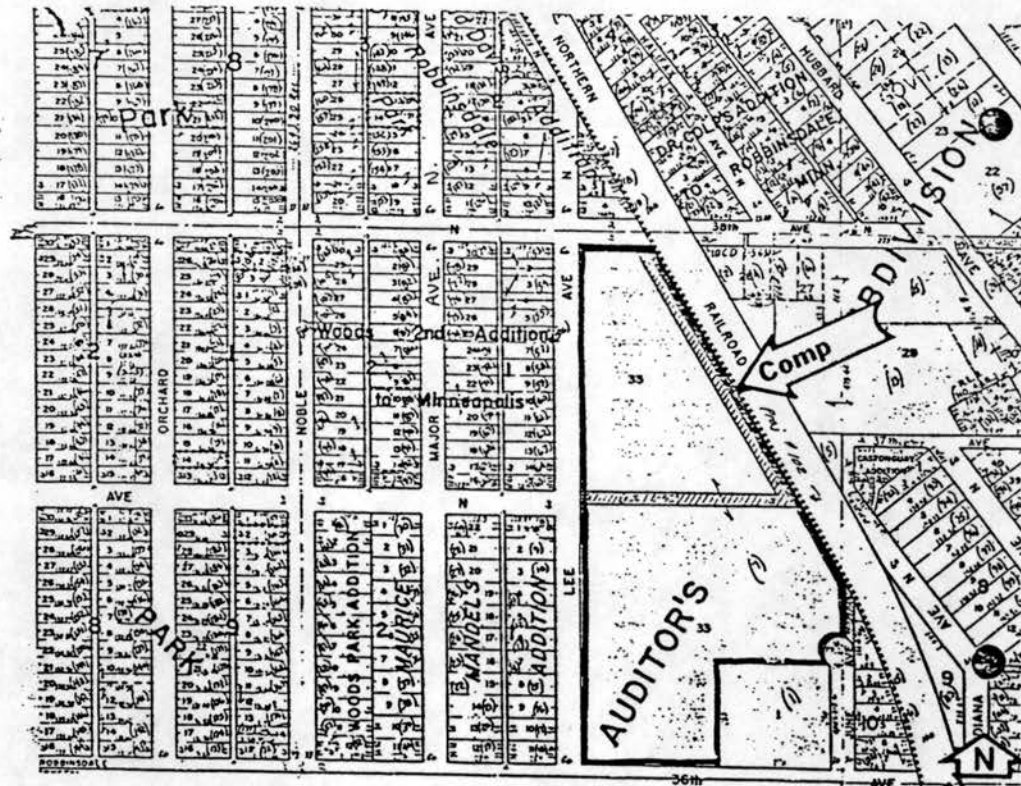
Comparable Land Sale #2

Code/File:	140-03-50
Information Source:	Seller
Location:	SEC of Silver Lake Road and 33rd Avenue N.E.
Legal Description:	That part of Section 6, Township 29, Range 23, as follows: The north one-half of that part lying south of the east and west roads of the west one-fifth of the north half of the northwest one-quarter of the southeast one-quarter, except the north and south roads.
Date of Sale:	December 1979
Buyer:	Herlitz Construction Company
Seller:	Independent School District #282
Zoning:	School
Utilities:	All
Topography and Soil:	Flat, sound
Visibility and Access:	Good
Trackage:	None
Size:	61,013 square feet
Sale Price:	\$88,000.00
Unpaid Specials:	\$ 1,000.00
Total Price:	\$89,000.00
Unit Price:	\$1.46 per square foot
Remarks:	None



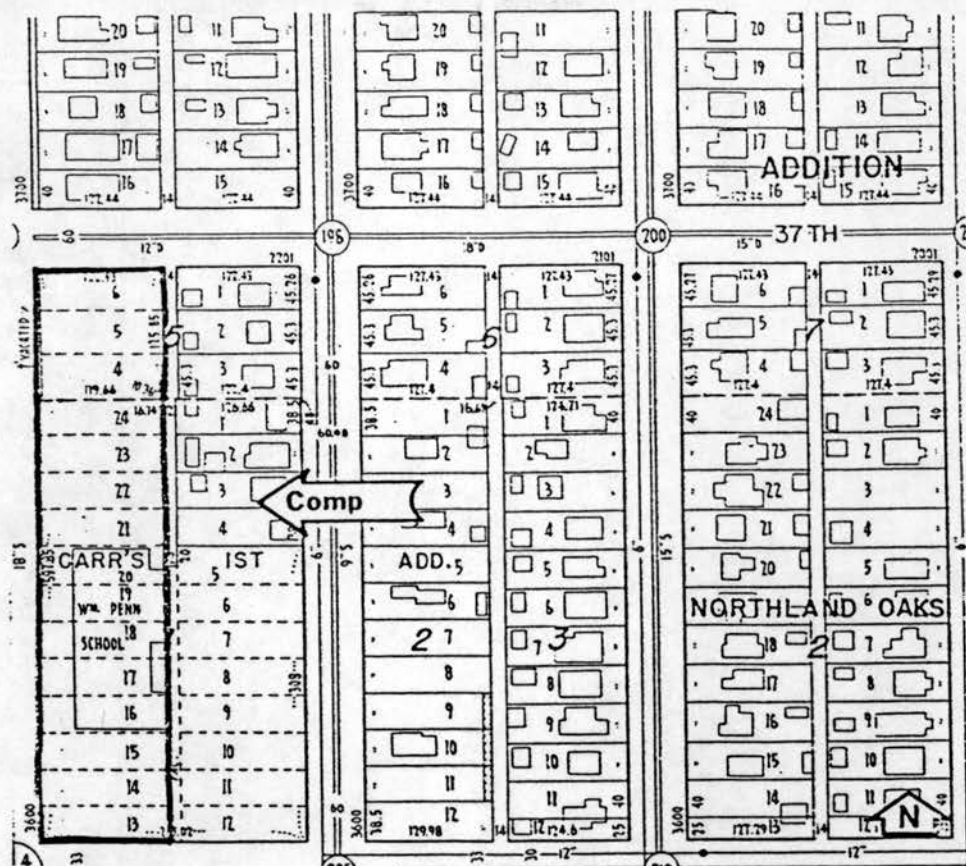
Comparable Land Sale #3

Code/File:	140-01-60
Information Source:	Seller
Location:	5141 40th Avenue South
Legal Description:	Lots 1-20, Block 7, Minnehaha Falls, Third Addition
Date of Sale:	June 1980
Buyer:	Diversified Equities
Seller:	Minneapolis Public Schools
Zoning:	R1
Utilities:	All
Topography and Soil:	Flat, sound
Visibility and Access:	Good
Trackage:	None
Size:	162,267 square feet
Sale Price:	\$150,000.00 (Plus \$45,000.00 razing)
Unpaid Specials:	None
Total Price:	\$195,000.00
Unit Price:	\$1.20 per square foot
Remarks:	None



Comparable Land Sale #4

Code/File:	140-03-50
Information Source:	Buyer and Seller
Location:	3630 Lee Avenue North, Robbinsdale
Legal Description:	Lengthy
Date of Sale:	November 1983
Buyer:	City of Robbinsdale
Seller:	Robbinsdale Public School District #281
Zoning:	R-2
Utilities:	All
Topography and Soil:	Assumed sound
Visibility and Access:	Good
Trackage:	To the northeast
Size:	567,000 square feet
Sale Price:	\$425,000.00 (Plus \$135,000.00 razing expense)
Unpaid Specials:	None
Total Price:	\$560,000.00
Unit Price:	\$.99 per square foot
Remarks:	None



Comparable Land Sale #5

Code/File:	130-01-20
Information Source:	Confidential
Location:	3600 Penn Avenue North
Legal Description:	Lots 4-6, Block 5, J. Lowry's Addition, and Lots 13-24, Carr's Addition.
Date of Sale:	March 1981
Buyer:	DEM, Inc.
Seller:	Minneapolis School Board
Zoning:	N/A
Utilities:	All
Topography and Soil:	Okay
Visibility and Access:	Good
Trackage:	None
Size:	72,956 square feet
Sale Price:	\$80,000.00
Unpaid Specials:	None
Total Price:	\$80,000.00
Unit Price:	\$1.10 per square foot
Remarks:	None

Comparable Improved Sales

School Building Sale #1

Code/File: 741-03-20

Type of Property: Elementary school

Location: 4th Avenue South and East 72nd Street,
Richfield, Minnesota

Legal Description: Lengthy; part of northeast one-half, Section
34, Township 28, Range 24, Hennepin County,
Minnesota. Tax Parcel PID #34-028-24-14-0001.

Date of Sale: July 1984

Buyer: Hope Presbyterian Church

Seller: Richfield Public Schools

Zoning: Institutional

Utilities: All available

Topography and Soil: Level, assumed good

Land Size: 230,800 square feet

Gross Building Area
including Basement: 53,357 square feet

Building Construction: Steel framing with masonry walls

Air Conditioned (%): None

Sprinklered: None

Age: 1955, with 1962 addition

Special Features: None

Sale Price: \$800,000.00

Unpaid Specials: None

Total Price: \$800,000.00

Unit Price: \$14.99 per square foot of gross building area

Remarks: Portland Elementary School converted to a
church. Buyer felt they paid a premium
because they were adjoining property owners.
There is a ten year deed restriction against
use of property as a non-public school.
School was sold partially furnished.

School Building Sale #2

Code/File: 741-03-50

Type of Property: Elementary school

Location: 3415 Louisiana Avenue North, Crystal,
Minnesota

Legal Description: Lots 2 and 3, Block 1, Crystal Addition

Date of Sale: January 1984

Buyer: Olivet Baptist Church

Seller: Robbinsdale Public School District #281

Zoning: R-1

Utilities: All available

Topography and Soil: Level; assumed good

Land Size: 539,525 square feet or 12.39 acres

Gross Building Area
including Basement: 56,000 square feet

Building Construction: Masonry

Air Conditioned (%): None

Sprinklered: None

Age: 1965

Special Features: None

Sale Price: \$1,000,000.00

Unpaid Specials: None

Total Price: \$1,000,000.00

Unit Price: \$17.86 per square foot of gross building area

Remarks: Purchased for use as a church

School Building Sale #3

Code/File: 741-03-20

Type of Property: Elementary school

Location: 2201 West 108th Street, Bloomington,
Minnesota.

Legal Description: Lengthy; contained in office files.

Date of Sale: October 1983

Buyer: Bloomington Church of God

Seller: Bloomington School District

Zoning: Residential

Utilities: All available

Topography and Soil: Gently rolling; assumed good.

Land Size: 12.2 acres

Gross Building Area
including Basement: 41,832 square feet

Building Construction: Brick and block

Air Conditioned (%): None

Sprinklered: None

Age: 1962

Special Features: None

Sale Price: \$800,000.00

Unpaid Specials: None

Total Price: \$800,000.00

Unit Price: \$19.12 per square foot of gross building area

Remarks: None

School Building Sale #4

Code/File: 741-04-30

Type of Property: Elementary school

Location: 2696 Hazelwood, Maplewood, Minnesota

Legal Description: Subject to Hazelwood, the north 800 feet of south 1,310 feet of west 578 feet of southeast one-quarter of Section 3, Township 29, Range 22.

Date of Sale: June 1980

Buyer: St. John's Hospital

Seller: North St. Paul, Maplewood School District

Zoning: Residential

Utilities: All available

Topography and Soil: Generally level, assumed good.

Land Size: 10 acres

Gross Building Area including Basement: 44,940 square feet

Building Construction: Masonry

Air Conditioned (%): None

Sprinklered: None

Age: 1957

Special Features: 19 classrooms, lunchroom, library, and playroom

Sale Price: \$875,000.00

Unpaid Specials: None

Total Price: \$875,000.00

Unit Price: \$19.47 per square foot of gross building area

Remarks: None

School Building Sale #5

Code/File: 741-04-10

Type of Property: Elementary school

Location: 2800 North Arona, Roseville, Minnesota

Legal Description: Part of the northwest one-quarter of southwest one-quarter of Section 3, Township 29, Range 23.

Date of Sale: July 1982

Buyer: N.C.R.

Seller: Moundsvew School District

Zoning: Residential; rezoned to commercial

Utilities: All available

Topography and Soil: Generally level, assumed good

Land Size: 12 acres \pm

Gross Building Area including Basement: 38,054 square feet

Building Construction: Steel framing with brick exterior

Air Conditioned (%): Office only

Sprinklered: None

Age: 1962

Special Features: 20 classrooms, 1 library, 1 gymnasium, boys' and girls' washrooms

Sale Price: \$772,000.00

Unpaid Specials: None

Total Price: \$772,000.00

Unit Price: \$20.29 per square foot gross building area

Remarks: Sale subject to rezoning.

School Building Sale #6

Code/File: 741-03-20

Type of Property: Elementary school

Location: 8700 Bloomington Avenue South, Bloomington, Minnesota.

Legal Description: East one-half of northwest one-quarter of northeast one-quarter, except streets, Section 11, Township 27, Range 24.

Date of Sale: March 1982

Buyer: First Bloomington Assemblies of God

Seller: Independent School District #271

Zoning: R-1

Utilities: All available

Topography and Soil: Level, assumed good

Land Size: 752,176 square feet or 17.27 acres

Gross Building Area including Basement: 68,504 square feet

Building Construction: Concrete block with brick veneer and plaster exterior

Air Conditioned (%): None

Sprinklered: None

Age: 1950, 1965

Special Features: 27 classrooms, resource center, gymnasium, community room seating 300 people, lunchroom for 240 students, security system.

Sale Price: \$990,000.00

Unpaid Specials: None

Total Price: \$990,000.00

Unit Price: \$14.45 per square foot of gross building area

Remarks: Nine classrooms added in 1965.

MINUTES OF THE LONG-RANGE PLANNING COMMISSION
July 14, 1987

The regular meeting of the Long-Range Planning Commission was called to order by Mayor Thomas Aaker at 7:05 p.m.

Members present were: David Anderson, Jane Elsen, Mike Culhane, Adrian Rygg, Paulette Magnuson, Vincent Kieffer, Greg Peppin (for Scott Kerner), and Burton Genis.

Staff members present were: John A. Olson, Acting City Manager and William Monk, City Engineer.

Moved by Commissioner Rygg and seconded by Commissioner Magnuson to approve the minutes of the May meeting.

Motion Carried.

The June minutes were not included with the meeting announcement and therefore will not be approved until the August meeting.

Mr. Olson discussed the consultant's estimate for the space planning and design of the city hall for both the administrative wing and the police wing. The discussion was held as to the approximate cost of such a study and the estimated cost of the improvements to the building. Mayor Aaker, on behalf of the commission, asked that the item be brought to the City Council for consideration at its next meeting.

Mayor Aaker then asked Mr. Olson to discuss information regarding Thorson Community Center. Mr. Olson indicated that the City had received a copy of the appraisal for Thorson and the value was placed at \$735,000. He also informed the Commission that late Tuesday he had received information that the Waste Management Board of the State of Minnesota was moving out of Thorson at the end of 1987. This would mean that a tenant which rented half of the building would be gone and would severely cut revenues for the community center. A discussion followed as to the dollar amount of necessary changes to bring Thorson into reasonable condition and Mayor Aaker then asked that on behalf of the Commission this item be placed on the Council agenda for the next Council meeting.

Mr. Olson then went through the budgeted item section of the five-year-plan, reviewing any areas which were questioned by the Commission members.

Following this presentation, Mr. Monk reviewed the street capital improvements program and his recommendations regarding types of improvements, costs, and methods of payment. Mr. Monk suggested that the Commission members review the document and ask further questions at the next meeting.

Mayor Aaker asked Mr. Olson what would be on the agenda for the next meeting. Mr. Olson indicated that the narrative goals would be sent to the Commission along with any further material for the five-year-planning document and also a discussion of the street capital improvements program with a review of the payment program suggested by Mr. Monk.

Having no further business the meeting was adjourned at 8:30 p.m. The next regular meeting of the Long-Range Planning Commission is August 11, 1987.

July 15, 1987

TO: Mayor and City Council
FROM: John A. Olson, Acting City Manager
RE: Mielke Field Task Force Meeting

The first meeting of the Mielke Field Task Force was held last Wednesday. Initial discussion of the group centered around Crystal's need to use the property for development.

The City of New Hope expressed the opinion that if the City of Crystal had a planning or development need for the property that more than just the statement "that a developer was interested in purchasing the property" should be necessary before the school district would consider moving the athletic field. From their point of view, they suggested the school district not consider anything unless the City of Crystal provided a planning study showing that there was a need to develop the site as part of an overall planning program.

This idea was echoed by the City of Plymouth although not in as strong of terms. Both the cities of New Hope and Plymouth cited their reasons for concern about moving the facilities to their cities which were: parking, traffic, and residents concerns.

I indicated to the committee that these also were Crystal's concerns about the present facility and that these concerns were part of the emphasis for requesting the move of the field.

It appeared by consent that the Task Force is requesting the City of Crystal prepare a planning study to show the need for the site as part of a development project.

In addition the Task Force asked what if Mielke Field is left in place? What will the City of Crystal do? What other options is it considering? So that the Task Force knows what it is facing if it chooses to recommend that the field stay in its present location.

The City staff is preparing options, recommendations, and these will be presented to the Council Tuesday night. At this point, since Dave Kennedy is out of town, we will not be able to talk to him about legal steps the City could follow. However, I will contact him as soon as possible to discuss legal options. If Mr. Kennedy is in town prior to the July 21 meeting and has the opportunity to investigate those legal steps, I will ask him to present those Tuesday night also.

If the Council is serious about pursuing this issue, then perhaps a study should be conducted for not only the Task Force's benefit but also for the Council's benefit to see what is possible in that area for use by this developer or any other developer who would be interested in this site.

MISSION STATEMENT OF TASK FORCE ON RELOCATION OF MIELKE FIELD FROM ITS CURRENT LOCATION AT 36TH AVENUE NORTH AND REGENT AVENUE NORTH, IN CRYSTAL, MINNESOTA.

The Crystal City Council has requested that District 281 investigate the relocation of Mielke Field. This request is based on: 1) the concern of the residents of the area and the business community in the Chalet Shopping Center, that large scale activities are carried on without proper required parking, and 2) a developer interested in purchasing the Mielke Field property for redevelopment.

A task force will be formed to study this request. The task force will be made up of representatives from the cities of Crystal, Golden Valley, New Hope, Plymouth and Robbinsdale, and from staff members of District 281. They will begin their work no later than July 15, 1987, and will present their report to the school board no later than September 21, 1987.

The major goals of the task force will be to study:

1. the financial impact of relocation, including,
 - the total costs of relocation.
 - who will pay for relocation costs?
 - what equipment/materials can be used from the current Mielke Field?
 - will it be financially beneficial to the city of Crystal and school district 281?
2. the feasibility of relocation at Robbinsdale Armstrong, Robbinsdale Cooper, Robbinsdale Senior High School, or other locations, including,
 - are space, parking and street traffic adequate?
 - will a city permit an athletic complex to build in their city?
 - resident resistance.

MISSION STATEMENT OF TASK FORCE ON RELOCATION OF MIELKE FIELD

The minor goals of the task force will be to study:

1. what are District 281's alternatives if relocation is not feasible?
 - what action the city of Crystal will take against District 281 if relocation does not take place.
 - what District 281 can do in cooperation with the residents of the area, business community in the Chalet Shopping Center, and the city of Crystal to alleviate the current parking problem.
2. the legal implications, if any, in relocation.
3. the impact of district education and athletic programs.

POTENTIAL MIELKE FIELD TASK FORCE MEMBERS:

District 281 Staff

Gary DeFrance	Executive Director for Business/Finance
Whitey Johnson	Athletic Coordinator
G. David Knutson	Principal, Robbinsdale Cooper High School
Don Moore	Football Coach, Robbinsdale Armstrong High School
Linda Powell	Assistant to the Superintendent for Support Services
George Scarbrough	Director of Secondary Education
Jack Tabery	Manager of Buildings and Grounds
Carroll Vomhof	Director of Community Education and Facilities

City Representatives

Crystal
Golden Valley
New Hope
Plymouth
Robbinsdale

MIELKE FIELD TASK FORCE MEMBERS

District 281 Staff

Gary DeFrance	Executive Director for Business/Finance	(W) 533-2781 (H) 545-0825
Whitey Johnson	Athletic Coordinator	(W) 533-2781 (H) 545-0800
G. David Knutson	Principal, Robbinsdale Cooper High School	(W) 533-2551 (H) 544-1421
Don Moore	Football Coach, Robbinsdale Armstrong High School	(W) 546-3266 (H) 546-8034
Linda Powell	Assistant to the Superintendent for Support Services	(W) 533-2781 (H) 553-9453
George Scarbrough	Director of Secondary Education	(W) 533-2781 (H) 559-9247
Jack Tabery	Manager of Buildings and Grounds	(W) 535-1790 (H) 529-3243
Carroll Vomhof	Director of Community Education and Facilities	(W) 535-1790 (H) 559-5243

City Representatives

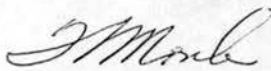
Dan Donahue	New Hope, City Manager	(W) 533-1521
Mark Grimes	Golden Valley, Director of Planning and Development	(W) 593-8000
Mike Holtz	Robbinsdale, City Council member	(W) 537-0935 (H) 571-1919
John Olson	Crystal, Assistant City Manager	(W) 537-8421
Jim Willis	Plymouth, City Manager	(w) 559-2800

TO: John A. Olson, Acting City Manager
FROM: Bill Monk, City Engineer
DATE: July 15, 1987
RE: License Requirements for Hazardous Waste Haulers

At present, there are innumerable regulations restricting and controlling the disposal of hazardous wastes with the majority administered by the MN Pollution Control Agency. This agency recently requested the State Legislature assist in resolving the problem being encountered with accounting for hazardous waste between the point of origin and the disposal site. The Legislature responded by approving a bill requiring hazardous waste haulers to acquire a license to be issued by the State Highway Department (MnDOT). Under provisions of this legislation it is hoped that record keeping can be improved whereby allowing the PCA to maintain an increased level of monitoring on the disposal of hazardous wastes.

MnDot is now soliciting comments about this licensing procedure to comply with the January 1, 1988 licensing deadline. While this office supports the licensing procedure as a step in the right direction, I have no specific suggestions to put on file. Instead, a request has been made that Crystal be sent a draft copy of the licensing procedures as completed when additional comments will be sought by MnDOT. No action is recommended or needed at this time unless Council members have issues of concern to record regarding the licensing of hazardous waste haulers.

A copy of the State law mandating the licensing procedure is on file at City Hall and will be made available upon request.


WM:jrs

Department of Transportation
Program Management Division
Notice of Solicitation of Outside Information or Opinions
Regarding Proposed Rules for the Licensing of Hazardous
Waste Transportation

Notice is hereby given that the Minnesota Department of Transportation is seeking information or opinions from sources outside the agency in preparing to propose the adoption of rules governing the licensing of hazardous waste transporters. The adoption of the rules is authorized by Laws 1987, Chapter 393 (to be codified as Minnesota Statutes, Section 221.035, subdivision 4). That law requires the agency to issue, suspend and revoke licenses for the transportation of hazardous waste. The rules may include reporting requirements.

The Minnesota Department of Transportation requests information and opinions concerning the subject matter of the rules. Interested persons or groups may submit data or views on the subject matter of concern in writing. Written statements should be addressed to: Elizabeth Parker, Room 820, Transportation Building, St. Paul, Minnesota 55155. Oral statements will be received during regular business hours over the telephone at 612-297-2913 and in person at the above address.

All statements of information and opinion shall be accepted until July 31, 1987. Any written material received by the Minnesota Department of Transportation shall become part of the rulemaking record to be submitted to the attorney general or administrative law judge in the event that the rules are adopted.

Dated: June 9, 1987

A handwritten signature in dark ink, appearing to read 'Leonard W. Levine', is written over a horizontal line.

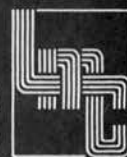
Leonard W. Levine
Commissioner

Minnesota Department of Transportation

Wallace

Action Alert

from the
League of Minnesota Cities



183 University Ave. E., St. Paul, MN 55101-2526

(612) 227-5600

July 13, 1987

TO: Mayors, Managers, Clerks, Finance Officers

FROM: Donald A. Slater, Executive Director
Laurie Fiori Hacking, Legislative Representative

RE: 1988 Levy Limits and Appeals Process

Within the next few days, your city will receive notice of its 1988 levy limit and information about permissible appeals to the new, much more stringent levy limit law. The League of Minnesota Cities would like to bring you up to date on recent developments with the three percent levy limit, and the Department of Revenue's intentions for interpreting and administering the levy limit appeals process.

This Department of Revenue's appeals process allows very little time for cities to determine their revenue needs and the possible shortfalls they will be facing under these new severe levy limits. The League urges cities to immediately make preliminary evaluations of their 1988 levy needs. And, while it may be politically difficult for the city to seek additional taxing authority above that granted by the state under the three percent levy limit, we urge you to consider this option as soon as possible.

Preliminary indications are that the Department of Revenue will be extremely restrictive in describing what types of appeals they will allow. The League believes are narrowly, and improperly, interpreting the appeals language and we would like to provide you with additional background information so that you may make a more informed judgment about whether your city might seek an appeal.

HOW THE NEW LEVY LIMIT LAW WORKS

In a June 2 memorandum from the League you received information about the new state tax law which imposes a very stringent levy limit on cities for payable 1988. Generally, this new law will limit 1988 city levy increases to three percent. Only a city's costs for bonded indebtedness and unfunded accrued pension liabilities are permitted to be outside the levy limit. Unlike prior levy limit law, special levies for such items as new commercial/industrial development will be included in the three

percent levy limit. Also, unlike prior law, small cities (with population under 5,000) are brought under the three percent limit. The attached description provides more detailed information about the mechanics of the new levy limit law.

THE APPEALS PROCESS

Along with the imposition of more severe levy limits, the Legislature also provided a levy limit appeals mechanism. This mechanism is designed to allow the Commissioner of Revenue to make adjustments in cities' levy limit bases under certain circumstances. Specifically, the appeals language states:

A governmental subdivision ... may appeal to the commissioner of revenue for an adjustment in its levy limit base ... If the governmental subdivision can provide evidence satisfactory to the commissioner that its levy for taxes payable in 1987 had been reduced because it had made expenditures from reserve funds, or for any other reason, or that it is necessary to levy additional amounts for taxes payable in 1988 which were not levied in 1987, the commissioner may permit the governmental subdivision to increase its levy limit base under this section by the amount determined by the commissioner. The commissioner's decision is final.

It has been the opinion of the League, as well as Representative Voss (Chairman of the House Taxes Committee) that this appeals language ought to be liberally applied to the special circumstances which cities may cite in requesting an appeal. A group of city officials representing both small and large cities within the League has met with Revenue Commissioner Tom Triplett, Assistant Commissioner John Haynes, as well as members of the Legislature in an attempt to assure that special financial problems cities face are understood, and that the legislative intent for the appeals process is properly carried out. We have also twice provided written comment to the Commissioner outlining our concerns. League staff have been consulting with a number of city staff to gather information about the types of problems cities may have with the new law.

IMPACT ON SOME CITIES COULD BE SEVERE

Some cities we have contacted have worked through the new levy limit law and estimated how it might affect their 1988 budgets. Many of those cities have been startled by their findings. For example, the city of Rochester anticipates a \$400,000 shortfall. The city of St. Louis Park estimates that its budgetary needs will exceed its restricted levy by \$950,000. The purchase of one \$11,000 police car will exceed the allowable increase for the city of Barnesville.

Your city could face similar financing difficulties. We urge you to begin making budget estimates as soon as possible. The time table

for seeking appeals will be quite short. The Department of Revenue plans to mail levy limit notices on July 17. Cities' appeals stating the reasons for appeal, requested amount of adjustment in their levy limit bases, and justifications for such requests must be received by the Department of Revenue by August 14. The Department plans to respond to appeals, making a preliminary decision by September 4. In the event of an unfavorable preliminary decision, cities will have 14 days (until September 18) to counter the decision and provide additional information. October 1 is the final date for certifying levies for 1988.

SPECIFIC CIRCUMSTANCES FOR APPEAL

Outlined below are examples of circumstances which may make a city eligible for appeal of its levy limit. The League urges cities to aggressively exercise their appeals rights. If you are considering an appeal, please contact Laurie Fiori Hacking or Sarah Hackett of the League staff. They will be keeping track of the number of cities pursuing appeals and will assist in providing you with further information. In addition, we urge you to contact your state legislators about budget difficulties your city is facing. Without such information the Legislature could impose even tighter levy limits next year.

Use of reserve funds. The levy limit appeals process clearly allows a city to request an adjustment in its levy limit base if it used reserve funds to cover expenditures in 1987. The Department of Revenue will permit such adjustments but will request documentation that reserve funds were used. For some cities, particularly smaller cities, which may not have used a clearly identified reserve fund, we have requested the Department of Revenue to be flexible in what it requires as documentation. For example, we have recommended that information showing that a city's 1987 expenditures exceeded its 1987 revenues should be sufficient documentation.

Necessary increased expenditures. The appeals language states that a city may request an adjustment in its levy limit base if "it is necessary to levy additional amounts for taxes payable in 1988 which were not levied in 1987." The Department of Revenue has narrowly interpreted this language to apply only to increased costs forced on cities by state mandates enacted in 1987. The League has objected to this interpretation pointing out that there is no language in the new law which restricts the appeals to 1987 state mandates. We have argued that any necessary city cost increases should qualify for an appeal, as should increased costs caused by state mandates enacted in prior years (i.e., comparable worth) or those caused by federal mandates.

The League urges cities to seek appeals for any large expenditure increase to be used for an important city service/program which cannot be delayed or which is forced by factors outside the city's control. Examples of a few of the state/federal mandate cost factors include: comparable worth, increases in pollution permit fees, federal wastewater treatment standards, workers' compensation,

FSLA requirements, and extended Medicare coverage.

Extraordinary and Emergency situations. The Department of Revenue intends to permit appeals "to deal with extraordinary and emergency situations which could not have been anticipated by the 1987 Legislature and which are in excess of reserves which a city or county would be reasonably expected to maintain to deal with unanticipated expenditures".

Special levies/base adjustments -- loss of federal general revenue sharing. The Department of Revenue has stated that special levies which were outside of the levy limit and adjustments to the levy limit base allowed under prior law will not be appealable items under the current appeals process. Again, the League has counter-argued that the appeals language does not contain such specific restrictions on the appeals process.

In the case of the loss of federal general revenue sharing, the League has learned that the Department of Revenue did not evenly administer the levy limit law last year. When the department calculated levy limits for payable 1987, it took into account only the decrease in GRS occurring between 1985 and 1986 even though the law permitted levy limit base adjustments for the full, and larger, GRS loss occurring between 1986 and 1987. According to the Department of Revenue, only three cities specifically requested the department to adjust their levy limit bases using the full 1986 to 1987 GRS loss to which they were entitled. (These three cities did receive a substantial adjustment based on the larger projected GRS loss for 1987.)

This full adjustment was permitted under last year's levy limit law, but it appears that most cities did not avail themselves of the larger adjustment. Cities merely accepted the Department of Revenue's calculations that appeared on their levy limit notices, rather than questioning those calculations and requesting the larger base adjustment to which they were entitled. Given this set of circumstances, the League maintains that the Department of Revenue ought to permit cities to appeal for an adjustment in their levy limit bases for the 1987 loss of GRS. The League has argued that to reject such appeals would result in unequal and unfair treatment of the majority of cities which did not receive full adjustments to their levy limit bases.

If your city's finances are under substantial stress due to the loss of general federal revenue sharing in 1987, we urge you to use the appeals process to seek an adjustment in your levy limit base for that loss.

The League has worked hard to insure that the appeals process is accessible to as many cities as possible. It appears that we need to continue to put pressure on the Department of Revenue to assure a fair appeals process. This will be a difficult task, but the League is ready to work with you through this next step of seeking specific appeals.



league of minnesota cities

DESCRIPTION OF 3% LEVY LIMIT FOR CITIES

Rationale

The impetus for tighter limits came largely from legislators' fears that, unless directly restrained, local property tax levels would increase dramatically next year, a result of changes in the school aid formula, the loss of federal assistance (particularly revenue sharing) and the limits placed on state aid through the LGA and homestead credit programs.

How the Levy Limit Will Work for Pay 1988

In payable 1988, all cities (including small cities) will be subject to a tightened three percent levy limit. The payable 1988 levy limit will be determined as follows:

- 1) the levy limit base is equal to: the city's payable 1987 levy (excluding amounts levied for debt service and unfunded accrued pension liabilities) plus 1987 LGA, taconite aid, and wetlands/native prairie reimbursements;
- 2) the levy limit base determined in step 1 is increased by the percentage growth in population or in number of households, whichever is greater, for the most recent 12-month period (if no population growth or a population decline is experienced, the levy limit base determined in step 1 remains the same);
- 3) the amount resulting from steps 1 and 2 are multiplied by 103%;
- 4) the amount determined in step 3 is reduced by the amount of LGA, taconite aid, and wetlands/native prairie reimbursements certified to be received in 1988;
- 5) Step 4 yields the 1988 levy limit except that amounts levied for debt service, unfunded accrued pension liabilities, income maintenance and social service programs are exempt from the levy limit.

Appeals Process for 1988

For payable 1988 only, a city will be allowed to appeal to the Commissioner of Revenue for an adjustment in its levy limit base. According to the law, the commissioner may permit a city to increase its levy limit base by an amount to be determined by the commissioner if the city

can provide evidence satisfactory to the commissioner that its levy for taxes payable in 1987 had been reduced because it had made expenditures from reserve funds, or for any other reason, or that it is necessary to levy additional amounts for taxes payable in 1988 which were not levied in 1987. (Chapter 268, Article 5, Section 12, Subd. 5)

Although this language is very broad and could be interpreted liberally, it is likely that the Revenue Department will attempt to construe it narrowly. For example, it is not clear whether the Revenue Department will allow an adjustment in a city's levy limit base for moneys lost in general revenue sharing or other federal or state funding.

1989 Levy Limit

For payable 1989 and beyond, the levy limit law generally reverts to the levy limit language that was in effect for payable 1987, with two exceptions: the inflation (implicit price deflator) factor will be capped at 3 percent, instead of 5 percent as under prior law, and small cities with populations under 5,000 would be permanently brought under levy limits.

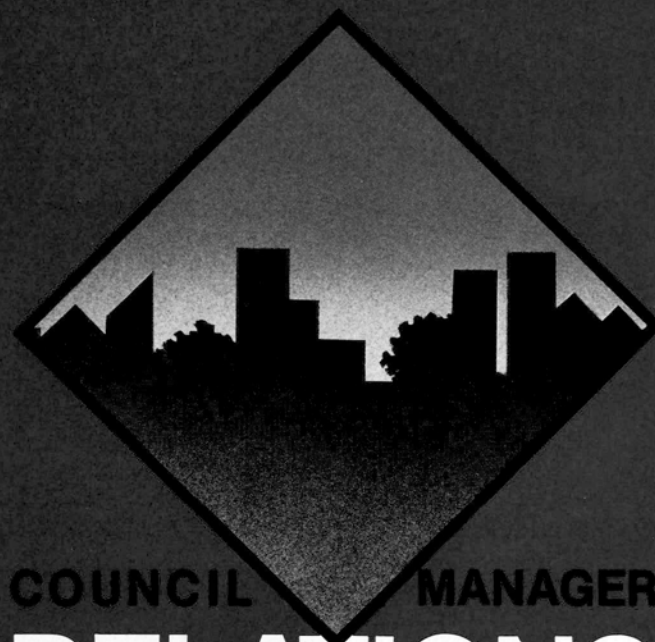
The levy limit base used in determining the payable 1989 levy limit for cities of 5,000 population or more and taconite towns will be determined by returning to the city's payable 1987 final levy limit base amount and running through two years' worth of adjustments (population growth, inflation --which would be capped at 3%-- loss of revenue sharing, etc.). For cities under 5,000 population, the payable 1989 levy limit base is established by taking the payable 1988 adjusted levy limit base and applying one year's worth of adjustments. (This section of the new law contains a drafting error which would exempt statutory cities from levy limits; this error is likely to be corrected next year.)

If you have any questions about the new levy limit law or any other aspects of the tax bill, please contact Laurie Fiori Hacking or Sarah Hackett at the League, (612) 227-5600.

National League of Cities Institute
1301 Pennsylvania Avenue, N.W.
Washington, D.C. 20004

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SEMINAR HIGHLIGHTS

The National League of Cities
and the
International City Management Association
Present

COUNCIL-MANAGER RELATIONS Policy Leader Seminars

- September 24 ♦ Louisville, Kentucky
- September 26 ♦ Alexandria, Virginia
- September 28 ♦ Minneapolis, Minnesota
- September 30 ♦ Denver, Colorado

SEMINAR OVERVIEW

The seminars will focus on the roles and responsibilities of mayors, council members, and managers and will address the following issues:

- Major trends affecting and changing these dynamic roles
- Methods to measure and evaluate effectiveness and productivity
- Ways mayors, council members, and managers can work together to improve efficiency and productivity.

FEATURED SPEAKERS

—**Dr. James Svara**, Associate Professor at the University of North Carolina, Greensboro, and author of many research articles on council-manager relations.

—**Bill Evans**, with Cresap, McCormick, and Paget, and consultant to local and international governments on issues of management and productivity.

—One elected and one appointed official from each region.

WHO SHOULD ATTEND

Mayors, council members, and managers from cities of all sizes are encouraged to attend. We also recommend that participants attend in pairs or teams.

PROGRAM

HOTEL

SEMINAR

SCHEDULE

INFORMATION

REGISTRATION

8:00-9:00 a.m.	Registration
9:00-9:15 a.m.	Welcome Seminar Overview: Important Trends <i>Dr. James Svara</i> , University of North Carolina, Greensboro
9:15-10:15 a.m.	What's the Fuss? Why Worry about Council-Manager Relations? Speakers: one elected and one appointed official from the region
10:15-10:30 a.m.	Break
10:30-11:30 a.m.	What's New in Research? Changing Roles and Responsibilities Speaker: <i>Dr. James Svara</i> , University of North Carolina, Greensboro
11:30-12:00 noon	Summing It Up Panel discussion with morning speakers
12:00-1:30 p.m.	Lunch
1:30-2:45 p.m.	How Do You Know When You're Successful? Quantitative and Qualitative Productivity Measures Speaker: <i>Bill Evans</i> , Consultant, Cresap McCormick, and Paget, Washington, D.C.
2:45-3:00 p.m.	Break
3:00-4:00 p.m.	Productivity Measures continued
4:00-4:30 p.m.	Summing It Up Panel discussion with all speakers

You should make your own hotel reservations at the site you select by calling or writing one of the hotels listed here. Ask for the special rate for the NLC/ICMA Council-Manager Relations Seminar.

The deadline for room reservations is August 23, 1987. After that date, requests for lodging will be filled on a space available basis.

If you plan to arrive after 6 p.m., you must guarantee your reservations by providing credit card information or by sending a check for one night's lodging in advance.

September 24—Louisville, Kentucky*

The Galt House East
Fourth Street at River
Louisville, Kentucky 40202
(502) 589-3300
Single room \$59.50/Double room \$69.50

September 26—Alexandria, Virginia*

Radisson Mark Plaza Hotel
5000 Seminary Road
Alexandria, Virginia 22311
(703) 845-1010
Single room \$80/Double room \$100

September 28—Minneapolis, Minnesota

Hyatt Regency Minneapolis
1300 Nicollet Mall
Minneapolis, Minnesota 55403
(612) 370-1234
Single or double room \$75

September 30—Denver, Colorado

Marriott City Center
1701 California Street
Denver, Colorado 80202
(303) 297-1300
or (800) 228-9290 (toll free)
Single or double room \$80

*These sessions will precede annual conventions of the Kentucky Municipal League and the Virginia Municipal League.

City name _____

Membership category

- ☐ NLC Direct Member ☐ ICMA Member
☐ NLC Associate Member ☐ Non-member

Participants:

1) Name _____

Title _____

2) Name _____

Title _____

3) Name _____

Title _____

Contact name _____

Address _____

City/state/zip _____

Phone number () _____

Will attend _____ site _____ date _____

I have enclosed a registration fee for:

\$100 _____ NLC direct or associate member or ICMA member (maximum 1)

\$ 90 ☒ additional NLC or ICMA members (all other team members from member cities)

\$125 ☒ all other non-members of NLC or ICMA

TOTAL \$ _____

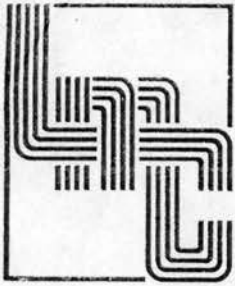
Make checks payable to the National League of Cities and return to: Council-Manager Relations Seminar
National League of Cities
1301 Pennsylvania Avenue, N.W.
Washington, D.C. 20004

The deadline for advance registration is September 4, 1987. After that date you may call NLC at (202) 626-3115 to register. Cancellations in writing will be accepted by NLC until September 4, 1987. Cancellations received after that date will be subject to a \$25.00 charge. No refunds will be made after September 21, 1987.

FOR OFFICE USE ONLY:

FC _____ CC _____ OTHER _____

PMT NO. _____ PO. NO. _____



league of minnesota cities

MEMORANDUM

July 15, 1987

TO: Mayors, Managers, Clerks

FROM: Ann Higgins, Federal Liaison/
Program Development

SUBJECT: Airline Reservations/Fares to 1987 NLC Congress of Cities,
December 12-16, Las Vegas, Nevada

Below please find available Northwest Airline departure and return flights for the 1987 NLC Congress of Cities. These flight arrangements are being made by International Tours on behalf of city officials who wish to take advantage of their travel services. Space has been blocked on the flights listed below to take advantage of airfare discounts and Super Saver packages. Please contact Cindy Arendt at International Tours as soon as possible to make reservations. Be sure to observe all restrictions with which ticket holders must comply.

Please also see information below on available reduced air charter flights to Las Vegas.

Contact: Cindy Arendts
International Tours
203 Skyway Level
American National Bank Building
St. Paul, MN 55101
(612) 291-7500

The following airline flight schedules have been arranged to provide convenient departure and return schedules to help city officials plan attendance at NLC committee meetings, conference programs and the NLC Annual Business Meeting at the '87 NLC Congress of Cities. Please refer to the NLC brochure mailed to cities earlier this month.

The flights listed below are the only daily direct non-stop Northwest flights to Las Vegas. If you prefer an a.m. departure on Friday, December 11 (rather than the late evening flight), please indicate that preference when you contact International Tours. The same arrangement can be made for the return flights if you prefer an earlier or later a.m. departure from Las Vegas.

Friday, December 11 Mpls/St Paul Las Vegas
Northwest #711 Lv. 9:45 p.m. Ar. 10:48 p.m.

OR

Saturday, December 12 Mpls/St Paul Las Vegas
Northwest #777 Lv. 9:20 a.m. Ar. 10:28 a.m.

RETURN TO MPLS/ST PAUL:

Wednesday, December 16 Las Vegas Mpls/St Paul
Northwest #712 Lv. 11:45 a.m. Ar. 4:40 p.m.

OR

Thursday, December 17 Las Vegas Mpls/St Paul
Northwest #710 Lv. 7:30 a.m. Ar. 12:23 p.m.

The round-trip fare for these flights ranges from \$245.50 - \$289.50 per person, depending on availability of space and time of reservations. The above fares may have special travel restrictions, including non-refundable, non-cancellable requirements. Please check with International Tours to determine which restrictions may apply to the fare and schedule you prefer.

Tickets and names must be submitted to Northwest Airlines no later than November 1.

There are additional reduced round-trip airfares available to Las Vegas. If you prefer to take advantage of charter air reservations available at \$179.50 per person, please contact Cindy Arendts at International Tours. You must be certain that you will use the tickets you purchase because restrictions also apply to cancellations and schedule changes. Charter flights to Las Vegas at reduced rates are scheduled Sunday - Thursday.