



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

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Barlene

COUNCIL AGENDA

November 29, 1988

Pursuant to due call and notice thereof, the Regular meeting of the Crystal City Council was held on November 29, 1988, 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 Herbes
P Moravec
P Rygg
P Langsdorf
P Aaker
P Leppa
P Smothers

Staff

P Dulgar
P Olson
P Kennedy
P Monk
P Peterson
P George
P Jones
P Jackler

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

1. The City Council considered the minutes of the Regular City Council meeting of November 15, 1988.

Moved by Councilmember Herbes and seconded by Councilmember Sm to
(approve) (approve, making the following exceptions:

_____ to) the
minutes of the Regular City Council meeting of November 15, 1988.

Motion Carried.

CONSENT AGENDA

1. Consideration of a Charitable Gambling license for Cavanagh Early Childhood Center to hold a raffle at 5400 Corvallis Avenue North to raise funds for playground equipment.
2. Consideration of a Charitable Gambling license application renewal for Elk's Lodge #44, 5410 Lakeland Avenue North.

Moved by Councilmember _____ and seconded by Councilmember _____ to remove item _____, and _____ from the Consent Agenda.

Motion Carried.

Moved by Councilmember Lygg and seconded by Councilmember Leppa to approve the Consent Agenda.

Motion Carried.

PUBLIC HEARINGS

1. It being 7:00 p.m., or as soon thereafter as the matter may be heard, Mayor Aaker declared this was the date and time as advertised for a public hearing at which time the City Council will sit as a Board of Adjustments and Appeals to consider a request from Michael LeRoy Jorgenson for a variance of 20' in the required 40' rear yard setback to build a 20' x 6' addition and a 14' x 17' deck on the existing house at 3316 Louisiana Avenue North. The Mayor asked those present to voice their opinions or to ask questions concerning this matter. Those present and heard were:
(5 votes needed for approval)

The Mayor closed the Public Hearing.

Moved by Councilmember Leppa and seconded by Councilmember Sm to (approve as recommended by and based on the findings of fact of the Planning Commission) (deny) (continue until _____ the discussion of) the authorization pursuant to Section 515.55 of the Crystal City Code to vary or modify the strict application of Section 515.13, Subd. 4 a) to allow a variance of 20' in the required 40' rear yard setback to build a 20' x 6' addition and a 14' x 17' deck on the existing house at 3316 Louisiana Avenue North as requested in Application #88-50 of Michael LeRoy Jorgenson.

by Motion Carried.

REGULAR AGENDA

1. The City Council considered a Resolution Opposing the Decrease in the Number of Judges in Suburban Courts as recommended by the City's prosecution firm of Rosenthal, Rondoni, MacMillan & Joyner, Limited.

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

RESOLUTION NO. 88-77

RESOLUTION OPPOSING THE DECREASE IN THE NUMBER
OF JUDGES IN SUBURBAN COURTS

By roll call and voting aye: ALL, _____, _____, _____, _____, _____, _____; voting no: _____, _____, _____, _____; absent, not voting: _____.

Motion carried, resolution declared adopted.

2. Appearance by Arthur Cunningham, Crystal's representative on the Metropolitan Waste Control Commission. Mr. Cunningham briefed the Council on the structure, function, projects proposed and in progress of the Commission, and entertained questions of the Council.

3. The City Council considered the First Amendment to Agreement for Recycling Services.

Moved by Councilmember Leppa and seconded by Councilmember Largo to ~~(approve)~~ (deny) (continue until _____ the discussion of) the First Amendment to Agreement for Recycling Services, and further to authorize the Mayor and City Manager to sign such amendment.

Motion Carried.

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

RESOLUTION NO. 88-78

RESOLUTION APPROVING THE FIRST AMENDMENT TO
THE AGREEMENT FOR RECYCLING SERVICES

By roll call and voting aye: ALL, _____, _____, _____, _____, _____, _____; voting no: _____, _____, _____, _____; absent, not voting: _____.

Motion carried, resolution declared adopted.

4. The City Council considered the approval of a contract with Anderson-Dale Architects for plans for the new Community Center.

Moved by Councilmember Leppa and seconded by Councilmember Sm to (approve) (deny) (continue until _____ the discussion of) a contract with Anderson-Dale Architects for plans for the new Community Center, and further to authorize the City Manager to sign such agreement.

Motion Carried.

5. ^{deleting 10.2.1.7 of Article 10, Expense of professional liability insurance equal to 3.0% of architectural fees,} The City Council considered the Second Reading of an Ordinance Amending Crystal City Charter. *Councilmember Herbes voiced an objection the Councilmembers being able to serve on other Commissions.*

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

ORDINANCE NO. 88-

AN ORDINANCE AMENDING THE CITY OF CRYSTAL CHARTER

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

~~Motion Carried.~~ *Fail*

By roll call - aye: Leppa, Smathers; Marame, Rygg, Langsdorf, Aker; voting no: Herbes.

Motion failed - adoption requires a unanimous vote of the entire Council.

Lang/Sm that the proposed amended Ordinance ~~be~~ be referred back to the Charter Commission.

Motion Carried.

6. The City Council considered the First Reading of an Ordinance Relating to Liquor and Beer in Public Parks in the City.

Lang/Sm to refer the Ordinance to the Park + Recreation Advisory Commission for their review. Motion carried

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

ORDINANCE NO. 88-

AN ORDINANCE RELATING TO LIQUOR
AND BEER IN PUBLIC PARKS IN THE CITY: AMENDING
CRYSTAL CITY CODE, SECTION 815;
REPEALING CRYSTAL CITY CODE, SUBSECTIONS
815.05, SUBDIVISION 7 AND 2015.15

and further, that the second and final reading be held on December 13, 1988.

Motion Carried.

7. The City Council discussed the Senior Transportation Pilot Project.

Sm/Lange to approve the City of Crystal's participation in the Senior Transportation Pilot Project. Motion carried.

8. The City Council considered the Twin Lakes Kylawn Preserve development.

Staff obtain copies of the map for Councilmembers.

9. The City Council reviewed plans for signing for the Becker Park Arts Center as presented by City staff. *It was the consensus of the Council that directional signs indicating the location of the Becker Park Arts Center ~~approaching~~ along main roads leading to the Center would be very helpful. Staff encouraged staff to review more carefully the signing proposed to be placed on the Arts Center building.*

10. The City Council discussed the Thirteenth Check or Double COLA Report and Notice.

Moved by Councilmember Leppa and seconded by Councilmember Cygg to (approve) (deny) (continue until _____ the discussion of) a \$3,000 contribution from the City of Crystal to oppose the 13th Check, funds to be taken from Police-Firefighters Pension Fund.

Motion Carried.

11. The City Council considered the Affirmative Action Plan for the City of Crystal.

Moved by Councilmember Lange and seconded by Councilmember Sm to (approve) (deny) (continue until _____ the discussion of) the Affirmative Action Plan for the City of Crystal as presented by City staff.

Motion Carried.

OPEN FORUM

Jodelle Barrett and Heidi Warren, 6400-27th Avenue No. (Douglas Court Apartments) appeared to ~~discuss~~ solicit the City's help in obtaining hot water in the apartments which they claimed has been insufficient since July of 1988. City staff was directed to get in touch with ^{the} State boiler inspector in an attempt to remedy the situation and report back to Council at the next meeting.

Staff - collect ordinances from LMC or other cities - refer to City Mgr. write letter to owner of apartment bldg. ^{Env. Comm.}

INFORMAL DISCUSSION AND ANNOUNCEMENTS

Heuben Lundquist, former Mayor of Crystal, appeared and was heard regarding the hot water problem at the Douglas Court apartments.

Informal Discussion

The City Council discussed the possibility of the City Manager being appointed to the State Lottery Commission.

Moved by Councilmember Herbes and seconded by Councilmember Sm to approve the list of license applications.

Motion Carried.

Moved by Councilmember Sm and seconded by Councilmember Lyppa to adjourn the meeting.

Motion Carried.

Meeting adjourned at 8:52 p.m.

APPLICATIONS FOR LICENSE

November 29, 1988

FOOD ESTABLISHMENT - Restaurant (\$150 with QA Plan, \$220. W/O QA Plan)
(\$ 30 ea. addnl fac. 40.00 ea. addnl fac.)

McDonalds 5400 West Broadway

FOOD ESTABLISHMENT - Retail (\$100 with QA Plan, 30 ea. addnl fac.
\$170 w/o QA Plan, 40 ea. addnl fac.)

Holiday Stationstores, 5521 Lakeland Avenue North (3 fac).
Melford Honey Co. 5201 Douglas Drive

FOOD ESTABLISHMENT - Special Food Handling (\$35.00)

Marshalls, 201 Willow Bend

FOOD ESTABLISHMENT - Restaurant (Exempt)

Congregate Dining, 4947 West Broadway
Crystal Municipal Swimming Pool stand, 4848 Douglas Drive
Becker Park Concession 6225 56th Ave. No.
Valley Place - Lion's Ski Area stand, 3200 Louisiana Ave. No.
Crystal Senior Citizens Center, 4947 West Broadway

FOOD ESTABLISHMENT - Church (Exempt)

St. James Lutheran Church, 6700 46th Place No.
St. Raphael's Catholic Church 7301 56th Ave. No.

FOOD ESTABLISHMENT - School (Exempt)

Robbinsdale School District #281 for Neill School 6600 27th Ave. No.
Robbinsdale School District #281 for Cavanagh School, 5400 Corvallis No.
Robbinsdale School District #281 for Forest School, 6800 47th Ave.No.

PRIVATE KENNEL (\$30.00)

Linda Debner, 3657 Brunswick Ave. No.
Sharon Hutchins-Burscher, 5817 Elmhurst Ave. No.

COMMERCIAL KENNEL - (\$50.00)

Belt Line Pet Hospital, 3443 Vera Cruz Avenue North

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

Canteen Company for Modern Tool, 5217 Hanson Court, candy
Marshalls, 201 Willow Bend (candy)

VENDING - Perishable (\$15.00 ea. machine)

Canteen Company for Modern Tool, 5217 Hanson Court (4)
Crystal Shamrock, 6000 Douglas Drive, coffee, pop, snack

APPLICATIONS FOR LICENSE (Cont'd)
November 29, 1988

GAS FITTER'S LICENSE - RENEWALS - \$30.25

Home Energy Center, 12827 Industrial Park Blvd.,
Plymouth, MN 55441

Air Comfort Inc., 3944 Louisiana Circle, Mpls., MN 55426

Minnegasco, Inc., 201 S. 7th St., Mpls., MN 55402

Maple Grove Heating & Air Conditioning, 8870 Zealand Ave. N.,
Brooklyn Park, MN 55445

Owens Service Corp., 930 E. 80th St., Bloomington, MN 55420

Rapid Heating & Air Conditioning, 6926 Jersey Circle N.,
Crystal, MN 55427

1989 LICENSE RENEWALS

MECHANICAL AMUSEMENT DEVICES - \$104.50 each machine

Holiday Stationstores, Inc., 5521 Lakeland Ave. North

CIGARETTES - \$12.00 each machine and/or over counter sales

Holiday Stationstores, Inc., 5521 Lakeland Ave. North
Modern Tool, Inc., 5217 Hanson Court

GASOLINE STATION - \$36.25 station + \$7.25 each hose connection

Holiday Statoinstores, Inc., 5521 Lakeland Ave. North
Crystal Shamrock, Inc., 6000 Douglas Drive

COURTESY BENCHES - \$20.00 each bench + cert. of insurance

Roland C. Danielson dba United States Bench Corporation (19 benches)

LAUNDROMAT - \$30.25

William W. Fish, dba Gold Eagle of Crystal, 6924 - 56th Ave. North

BULK STORAGE GASOLINE & OIL - (wholesale) - \$72.75 each location

Sipe and Gray Oil Company, Crystal Soo Tracks
Sipe and Gray Oil Company, Douglas Drive Soo Tracks

PRIVATE GASOLINE DISPENSING DEVICE - \$14.25 1st hose + \$7.25 each addnl. hose

Robbinsdale Transfer, Inc., 5232 Hanson Court

Sent with the Preliminary Agenda on 11-23-88:

Minutes of the 11-15-88 City Council meeting.
Crystal Planning Comm. meeting minutes of 11-14-88
Charitable gambling license app. for Cavanagh
Early Childhood Center.
Charitable Gambling license app. for Elks Lodge #44.
Memo from Bldg. Inspector dated 11-4-88 re: variance
#88-50 at 3316 Louisiana Ave. N.
Resolution opposing the decrease in the number of
judges in suburban courts.
Letter from Rosenthal, Rondoni, MacMillan & Joyner,
Ltd. dated 11-18-88 re: Prosecution-Suburban Judge
Assignments.
Memo from Recycling Coordinator dated 11-21-88
re: contract with Super Cycle for Drop Off Services.
Letter from City Attorney dated 11-21-88 re: Home
Rule Charter.
Letter from City Attorney dated 11-10-88 re: Liquor
and Beer in Parks.
Memo from Rita DeBruyn, Senior/Transportation Program
Coordinator dated 10-14-88 re: Five Cities Home
Pick-up Proposal.
Excerpt from 11-9-88 mtg. of the Crystal Park & Rec.
Advisory Comm.; memo from Park & Recreation Director
dated 11-14-88 re: Twin Lake Recreational Trail
Plan and Kylawn MAC Park Areal2-7-71 Council minutes
contain resolution establishing policies for the
planning and operation of MAC and Kylawn Environ-
mental Park; lease agreement dated 8-3-70 between
MAC, Brooklyn Center and Crystal; map of area;
letter from Brooklyn Center City Mgr. dated 10-21-88.
Westwood Planning & Engineering Co's. findings and
recommendations on Twin Lakes
Memo dated 11-18-88 from LMC re: 13th Check or
Double COLA, 89 session resistance fund; Double
escalator study; memo from LMC dated 10-26-88 re:
13th Check or Double COLA REPORT and NOTICE: Letter
dated 10-17-88 from Touche Ross & Co.; memo dated
9-29-88 from Miles D. Johnson re: 13th Check
Legislation; letter from City of Mpls. dated
8-31-88 re: approval of bill increasing police
and fire relief fund benefits; memo from LMC dated
9-8-88 re: 13th Check or Double COLA; letter dated
8-31-88 from Touche Ross re: Police and Fire "13th
Check" Issue
City of Crystal Affirmative Action Plan - 11-88.

Memo to all holders of Crystal Zoning Books with revised 515.57.

Action Needed Memo from the November 1, 1988 City Council Meeting.

Letter to Governor Perpich from Northern Mayors Association dated 11-17-88 re: Jerry Dular to be considered as an appointee to the Lottery Commission.

Letter from Senator Reichgott dated 11-18-88 re: resolution regarding the required removal of diseased trees.

Letter dated 11-22-88 from Hubert Humphrey, III re: letter concerning imposition of sales tax on the removal of diseased trees.

Proposed Schedule - Crystal Community Center

Letter to Metro Council from Northern Mayors Association re: Airport Adequacy Study Advisory Task Force Report.

November 23, 1988

TO: City of Crystal Councilmembers
FROM: Jerry Dulgar, City Manager
RE: Preliminary Agenda for the November 29, 1988 Council Meeting

I don't believe the consent agenda or the public hearing requires any clarification or explanation.

REGULAR AGENDA

Item #2

Appearance by Arthur Cunningham, Crystal's representative on the Metropolitan Waste Control Commission.

Mr. Cunningham wants to appear and bring the Council up to date regarding the operation of the Metropolitan Waste Control Commission.

Item #3

Consideration of First Amendment to Agreement for Recycling Services.

The contract for Recycling Services with Super cycle has expired and we simply need to move to extend the contract.

Item #4

Consideration of the approval of a contract with Anderson-Dale Architects for plans for the new Community Center.

Dave Kennedy and myself have been talking about the contract relative to comments the Council made at the last meeting. We'll have a recommendation for any changes at the meeting.

Item #5

Consideration of Second Reading of an Ordinance Amending Crystal City Charter.

Please remember that this Ordinance needs a unanimous vote of the Council.

Item #6

Consideration of the First Reading of an Ordinance Relating to Liquor and Beer in Public Parks in the City.

I would recommend that we go ahead with the first reading but then refer the Ordinance to the Park Board for their review and recommendations before the second reading.

Item #7

Discussion of the Senior Transportation Pilot Project.

We're presently involved in a Five City Senior Transportation Project with Robbinsdale , New Hope, Golden Valley and Brooklyn Center. The proposal here is to expand that project somewhat in Crystal and Robbinsdale to include pick-ups and drop-offs at more places and the aim being to allow people who live in their homes, more access to the project. Now it's pretty well orientated towards those living in Senior Apartment Buildings. Upfront, there will be no additional cost to the City and I would recommend that we try the project with Robbinsdale for a period of time and see how it works.

Item #8

Consideration of the Twin Lakes Kylawn Preserve development.

Attached please find recommendation from the Park Board and information relative to the project. We'll have maps available at the meeting too. I think the development being envisioned here could be a real asset to the City of Crystal and Brooklyn Center, possibly Brooklyn Park, Robbinsdale. This could be a real asset to our area. This is just a conceptual plan I would recommend that we support continued exploration of the plan and possible development in the future.

Item #9

Review of plans for signing for the Becker Park Arts Center.

We've had a lot of problems with people not being able to find the Becker Park Art Center. Therefore, we would like to put some direction signs on the streets around the park and a sign on the building. I'll have a drawing showing the signs at the meeting for your consideration.

Item #10

Discussion of the Thirteenth Check or Double COLA Report and Notice.

I've been attending meetings of some 25 to 30 cities around the state. An effort is being made to put information together to show the legislature that the Thirteenth Check or Double COLA is very costly to the Cities and is not necessary under the pension plans that are fully escalated anyway. The one plan that has gone ahead and done all the actuary work necessary to see what the law would cost them is Minneapolis. The Legislature passed a bill allowing Minneapolis to put in a Thirteenth Check at their option. At that time the Legislature was told it wouldn't cost Minneapolis anything. Upon doing a complete actuary of their pension programs they found the cost over the time it takes to fully fund the programs would be 73 million dollars. The work that we're being asked to help pay for here would show what would happen to other plans from all over the state. Our Crystal Police Plan would be one of them specifically that they would look at as an example. Action recommended is that we join and contribute towards this effort.

Item #11

Consideration of Affirmative Action Plan.

John as completed our Affirmative Action program as required by the State Human Rights Department in order to continue receiving State funds. I'd recommend that we approve this as it has to be into the State by December 1.

I have no prior knowledge of anyone wishing to appear on the Open Forum.

I hope you all have a very nice Thanksgiving. See you next week.

Jerry Dular

JD/kg

COUNCIL AGENDA - SUMMARY

Call to order

Roll call

Pledge of Allegiance to the Flag

Approval of the minutes of the meeting of November 15, 1988.

Consent Agenda Items

1. Consideration of a Charitable Gambling license for Cavanagh Early Childhood Center to hold a raffle at 5400 Corvallis Avenue North to raise funds for playground equipment.
2. Consideration of a Charitable Gambling license application renewal for Elk's Lodge #44, 5410 Lakeland Avenue North.

Public Hearings

1. Public hearing to consider a request from Michael Jorgenson for a variance of 20' in the required 40' rear yard setback to build a 20' x 6' addition and a 14' x 17' deck on the existing house at 3316 Louisiana Avenue North.

Regular Agenda Items

1. Consideration of a Resolution Opposing the Decrease in the Number of Judges in Suburban Courts as recommended by the City's prosecution firm of Rosenthal, Rondoni, MacMillan & Joyner, Limited.
2. Appearance by Arthur Cunningham, Crystal's representative on the Metropolitan Waste Control Commission.
3. Consideration of First Amendment to Agreement for Recycling Services.
4. Consideration of the approval of a contract with Anderson-Dale Architects for plans for the new Community Center.
5. Consideration of Second Reading of an Ordinance Amending Crystal City Charter. (Needs unanimous vote of Council)

6. Consideration of the First Reading of an Ordinance Relating to Liquor and Beer in Public Parks in the City.
7. Discussion of the Senior Transportation Pilot Project.
8. Consideration of the Twin Lakes Kylawn Preserve development.
9. Review of plans for signing for the Becker Park Arts Center.
10. Discussion of the Thirteenth Check or Double COLA Report and Notice.
11. Consideration of Affirmative Action Plan.

Open Forum

Informal Discussion and Announcements

Licenses

Adjournment

APPLICATIONS FOR LICENSE

November 29, 1988

FOOD ESTABLISHMENT - Restaurant (\$150 with QA Plan, \$220. W/O QA Plan)
(\$ 30 ea. addnl fac. 40.00 ea. addnl fac.)

McDonalds 5400 West Broadway

FOOD ESTABLISHMENT - Retail (\$100 with QA Plan, 30 ea. addnl fac.
\$170 w/o QA Plan, 40 ea. addnl fac.)

Holiday Stationstores, 5521 Lakeland Avenue North (3 fac).
Melford Honey Co. 5201 Douglas Drive

FOOD ESTABLISHMENT - Special Food Handling (\$35.00)

Marshalls, 201 Willow Bend

FOOD ESTABLISHMENT - Restaurant (Exempt)

Congregate Dining, 4947 West Broadway
Crystal Municipal Swimming Pool stand, 4848 Douglas Drive
Becker Park Concession 6225 56th Ave. No.
Valley Place - Lion's Ski Area stand, 3200 Louisiana Ave. No.
Crystal Senior Citizens Center, 4947 West Broadway

FOOD ESTABLISHMENT - Church (Exempt)

St. James Lutheran Church, 6700 46th Place No.
St. Raphael's Catholic Church 7301 56th Ave. No.

FOOD ESTABLISHMENT - School (Exempt)

Robbinsdale School District #281 for Neill School 6600 27th Ave. No.
Robbinsdale School District #281 for Cavanagh School, 5400 Corvallis No.
Robbinsdale School District #281 for Forest School, 6800 47th Ave.No.

PRIVATE KENNEL (\$30.00)

Linda Debner, 3657 Brunswick Ave. No.
Sharon Hutchins-Burscher, 5817 Elmhurst Ave. No.

COMMERCIAL KENNEL - (\$50.00)

Belt Line Pet Hospital, 3443 Vera Cruz Avenue North

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

Canteen Company for Modern Tool, 5217 Hanson Court, candy
Marshalls, 201 Willow Bend (candy)

VENDING - Perishable (\$15.00 ea. machine)

Canteen Company for Modern Tool, 5217 Hanson Court (4)
Crystal Shamrock, 6000 Douglas Drive, coffee, pop, snack

APPLICATIONS FOR LICENSE (Cont'd)
November 29, 1988

GAS FITTER'S LICENSE - RENEWALS - \$30.25

Home Energy Center, 12827 Industrial Park Blvd.,
Plymouth, MN 55441

Air Comfort Inc., 3944 Louisiana Circle, Mpls., MN 55426

Minnegasco, Inc., 201 S. 7th St., Mpls., MN 55402

Maple Grove Heating & Air Conditioning, 8870 Zealand Ave. N.,
Brooklyn Park, MN 55445

Owens Service Corp., 930 E. 80th St., Bloomington, MN 55420

Rapid Heating & Air Conditioning, 6926 Jersey Circle N.,
Crystal, MN 55427

1989 LICENSE RENEWALS

MECHANICAL AMUSEMENT DEVICES - \$104.50 each machine

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CIGARETTES - \$12.00 each machine and/or over counter sales

Holiday Stationstores, Inc., 5521 Lakeland Ave. North
Modern Tool, Inc., 5217 Hanson Court

GASOLINE STATION - \$36.25 station + \$7.25 each hose connection

Holiday Statoinstores, Inc., 5521 Lakeland Ave. North
Crystal Shamrock, Inc., 6000 Douglas Drive

COURTESY BENCHES - \$20.00 each bench + cert. of insurance

Roland C. Danielson dba United States Bench Corporation (19 benches)

LAUNDROMAT - \$30.25

William W. Fish, dba Gold Eagle of Crystal, 6924 - 56th Ave. North

BULK STORAGE GASOLINE & OIL - (wholesale) - \$72.75 each location

Sipe and Gray Oil Company, Crystal Soo Tracks
Sipe and Gray Oil Company, Douglas Drive Soo Tracks

PRIVATE GASOLINE DISPENSING DEVICE - \$14.25 1st hose + \$7.25 each addnl. hose

Robbinsdale Transfer, Inc., 5232 Hanson Court

Darlene

November 15, 1988

page 342

Pursuant to due call and notice thereof, the Regular meeting of the Crystal City Council was held on November 15, 1988 at 7:00 P.M., at 4141 Douglas Drive, Crystal, Minnesota. The Secretary of the Council called the roll and the following were present: Herbes, Rygg, Langsdorf, Aaker, Leppa, Smothers. Absent was: Moravec. Also in attendance were the following staff members: Jerry Dular, City Manager; John Olson, Assistant City Manager; David Kennedy, City Attorney; William Monk, Public Works Director; Donald Peterson, Building Inspector; Darlene George, 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 November 1, 1988.

Moved by Councilmember Herbes and seconded by Councilmember Leppa to approve the minutes of the Regular City Council meeting of November 1, 1988.

Motion Carried.

The City Council considered the minutes of the Special City Council meeting of November 9, 1988.

Moved by Councilmember Rygg and seconded by Councilmember Smothers to approve the minutes of the Special City Council meeting of November 9, 1988.

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, December 13, 1988 as the date and time for a public hearing at which time the City Council will consider preliminary plat approval of Chalet Acres located at 3359 Vera Cruz Avenue North as submitted by Chalet Ski & Patio.
2. Set 7:00 P.M., or as soon thereafter as the matter may be heard, November 29, 1988 as the date and time for a public hearing at which time the City Council will sit as a Board of Adjustments and Appeals to consider a variance request for a 20' x 6' addition and a 14' x 17' deck on the existing house which will encroach 20' in the required 40' rear yard setback at 3316 Louisiana Avenue North as requested by Michael Jorgenson.
3. Set 7:00 P.M., or as soon thereafter as the matter may be heard, December 13, 1988 as the date and time for a public hearing at which time the City Council will consider the application for an off-sale liquor license at 5600 Bass Lake Road from Jerome F. Halek.

November 15, 1988

page 343

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

Motion Carried.

The City Council considered the following Public Hearings:

1. It being 7:00 p.m., or as soon thereafter as the matter may be heard, Mayor Aaker declared this was the date and time as advertised for a public hearing at which time the City Council will consider an amendment to the City of Crystal Charter. The Mayor asked those present to voice their opinions or to ask questions concerning this matter. Lorraine Bedman, 7025-46th Avenue North, appeared and was heard.

The Mayor closed the Public Hearing.

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

ORDINANCE NO. 88-

AN ORDINANCE AMENDING THE
CITY OF CRYSTAL CHARTER

The City Attorney informed the Council that the adoption of the Ordinance required an unanimous vote of the Council.

Moved by Councilmember Smothers and seconded by Councilmember Leppa to delay action on this item to the end of the meeting for full attendance of the Council and if all members are not in attendance by that time continue to the November 29, 1988 meeting.

Motion Carried.

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

1. The City Council considered an application for an off-sale liquor license at 5924 West Broadway (presently Crystal Liquors) from Richard G. Marsolais. Richard G. Marsolais, 8426 Mississippi Boulevard, Coon Rapids, appeared and was heard.

Councilmember Langsdorf arrived during discussion of this item (7:18 p.m.)

Moved by Councilmember Smothers and seconded by Councilmember Herbes to approve an off-sale liquor license at 5924 West Broadway for Richard G. Marsolais, effective at 12:01 a.m., Wednesday, November 16, 1988.

Motion Carried.

November 15, 1988

page 344

2. The City Council considered a request from Debora Damborg, 5512 Louisiana Ave. North, to allow liquor at the Becker Park Shelter for a private Christmas party.

Moved by Councilmember Smothers and seconded by Councilmember Langsdorf to approve a request from Debora Damborg, 5512 Louisiana Ave. North, to allow liquor at the Becker Park Shelter for a private Christmas party, and direct staff to place the First Reading of an Ordinance Relating to Liquor and Beer in Public Parks in the City on the November 29, 1988 Council Agenda.

3. The City Council considered a revised resolution providing sewer discount rate to include renters.

Motion Carried.

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

RESOLUTION NO. 88-73

RESOLUTION RELATING TO SEWER USE RATES FOR
CERTAIN DISABLED AND SENIOR PERSONS

By roll call and voting aye: Herbes, Rygg, Langsdorf, Aaker, Leppa, Smothers; absent, not voting: Moravec. Motion carried, resolution declared adopted.

4. The City Council considered a resolution removing Medicine Lake Road from Crystal's State Aid System.

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. 88-74

RESOLUTION DELETING MSA AS SECTION 317-010, MEDICINE LAKE ROAD,
FROM CRYSTAL'S MUNICIPAL STATE AID SYSTEM

By roll call and voting aye: Herbes, Rygg, Langsdorf, Aaker, Leppa, Smothers; absent, not voting: Moravec. Motion carried, resolution declared adopted.

5. The City Council considered accepting site improvements in releasing surety for property at 5337 Lakeland Avenue North for Standard Water Control.

Moved by Councilmember Smothers and seconded by Councilmember Herbes to accept work required as a condition of site improvement for Standard Water Control, 5337 Lakeland Avenue North, subject to guaranteed provisions of the agreement, effective this date, and that surety in the amount of \$5,350

November 15, 1988

page 345

be released, subject to said guarantee, as recommended by the City Engineer.

Motion Carried.

6. The City Council considered a letter from the City Attorney dated 10-31-88 regarding Attorney General's opinion on charitable gambling contributions.
7. The City Council considered adopting a pawn shop license ordinance.

Moved by Councilmember Herbes and seconded by Councilmember Leppa to direct the City Attorney to draft a strict ordinance regulating pawn shops in the City of Crystal to present to the Council for First Reading on November 29, 1988.

Motion Carried.

8. The City Council considered a resolution regarding Affirmative Action in Employment.

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

RESOLUTION NO. 88-75

RESOLUTION ADOPTING AN AFFIRMATIVE ACTION PROGRAM

By roll call and voting aye: Herbes, Rygg, Langsdorf, Aaker, Leppa, Smothers; absent, not voting: Moravec. Motion carried, resolution declared adopted.

9. The City Council considered application of membership to the Celebrate Minnesota 1990 Grant Program.

Moved by Councilmember Rygg and seconded by Councilmember Leppa to approve application of membership to the Celebrate Minnesota 1990 Grant Program, and further to have the Mayor sign such agreement.

Motion Carried.

10. The City Council considered a resolution naming the position of Chief of Police as Director and the position of the City Manager as Alternate in the Minnesota Police Recruitment System.

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

November 15, 1988

page 346
RESOLUTION NO. 88-76

RESOLUTION NAMING THE POSITION OF CHIEF OF POLICE
AS DIRECTOR AND THE POSITION OF THE CITY MANAGER AS
ALTERNATE IN THE MINNESOTA POLICE RECRUITMENT SYSTEM

By roll call and voting aye: Herbes, Rygg, Langsdorf, Aaker, Leppa, Smothers; absent, not voting: Moravec. Motion carried, resolution declared adopted.

11. The City Council discussed an increase in insurance contribution for unorganized City employees.

Moved by Councilmember Rygg and seconded by Councilmember Leppa to approve an increase in insurance contribution for unorganized City employees to \$185 per month to be retroactive to January 1, 1988, and an increase to \$195 effective January 1, 1989.

Motion Carried.

12. The City Council considered the approval of a contract with Anderson-Dale Architects for plans for the new Community Center.

Moved by Councilmember Leppa and seconded by Councilmember Rygg to continue to the November 29, 1988 meeting and direct City Attorney to review the contract.

Motion Carried.

13. Moved by Councilmember Smothers and seconded by Councilmember Herbes to remove the Charitable Gambling License application for Church of All Saints at the Paddock Bar from the table.

Motion Carried.

Moved by Councilmember Leppa and seconded by Councilmember Smothers to approve the Charitable Gambling License application and lease agreement in the modified form.

Motion Carried.

14. Moved by Councilmember Herbes and seconded by Councilmember Leppa to approve the list of license applications as submitted by the City Clerk to the City Council, a list 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.

Motion Carried.

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

Motion Carried.

Meeting adjourned at 8:30 p.m.

November 15, 1988

page 347

Mayor

ATTEST:

City Clerk

CRYSTAL PLANNING COMMISSION MINUTES

November 14, 1988

The meeting of the Crystal Planning Commission convened at 7:00 p.m. with the following present: Anderson, Elsen, Feyereisen, Guertin, Halpaus, Kamp, Magnuson and Nystrom; the following were absent: Barden and Christopher; 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 November 14, 1988, meeting.
Motion carried.

Commissioner Barden arrived at 7:05 p.m.

1. Consideration of Variance Application #88-50 for an addition and a deck on the existing house which will encroach in the required 40' rear yard setback at 3316 Louisiana Ave. N. as requested by Michael LeRoy Jorgenson.

Moved by Commissioner Elsen and seconded by Commissioner Anderson 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 20' in the required 40' rear yard setback to build a 20' x 6' addition and a 14' x 17' deck on the existing house at 3316 Louisiana Ave. N., P.I.D. #20-118-21-13-0013, as requested in Application #88-50 of Michael LeRoy Jorgenson.

The findings of fact are: Greatly enhances the neighborhood and outweighs any detriment and a valuable tax asset to the City.

Motion carried.

2. Consideration of tentative plat approval of Chalet Acres located at 3357-59 Vera Cruz Ave. N. as submitted by Chalet Ski & Patio.

Moved by Commissioner Kamp and seconded by Commissioner Guertin to recommend to the City Council to grant tentative approval of Chalet Acres which is a replat of Lot 1, Block 1, Breustedt Addition, and east 132' of north 1/2 of Lot 1, Block 6 except street, Rosedale Acres, property is located at 3357-59 Vera Cruz Ave. N.

Motion carried.

Commissioner Christopher arrived at 7:22 p.m.

November 14, 1988 - Continued

3. Consideration of tentative approval of proposed plat Bedman Addition located at 7025 - 46th Ave. N. as submitted by Lorraine Bedman.

Moved by Commissioner Magnuson and seconded by Commissioner Nystrom to continue to the next meeting, December 12, tentative approval of Bedman Addition which is a replat of the north half of Lot 29, Auditor's Subdivision #314, located at 7025 - 46th Ave. N. and instructed the City Engineer to contact Mrs. Bedman to give her an opportunity to appear at the next meeting since there were no changes from the last application, and there appeared to be no justification to change the previous recommendation to deny.

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

Motion carried 9-1.

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

The meeting adjourned at 7:37 p.m.

Chairperson Feyereisen

Secretary Elsen



Minnesota Charitable Gambling Control Board
Room N475 Griggs-Midway Building
1821 University Avenue
St. Paul, MN 55104-3383
(612) 642-0555

LAWFUL GAMBLING EXEMPTION

FOR BOARD USE ONLY

- INSTRUCTIONS:**
1. Submit request for exemption at least 60 days prior to the occasion.
 2. When completing form, do not complete shaded areas until after the activity.
 3. Give the gold copy to the City or County. Send the remaining copies to the Board. The copies will be returned with an exemption number added to the form. When your activity is concluded; complete the financial information, sign and date the form, and return to the Board within 30 days.
- PLEASE TYPE**

Organization Name Cavanagh Early Childhood Center		Number of Members 300		License Number (if currently or previously licensed) and/or permit number.	
Address 5400 Corvallis Ave. No.		City Crystal		State MN	Zip 55429
County Hennepin		Chief Executive Officer's Name Carroll G. Vomhof		Phone Number (612) 535-9427	
Manager's Name Delores Fletcher		Phone Number (612) 535-9427			
Type of Organization <input type="checkbox"/> Fraternal <input type="checkbox"/> Veterans <input type="checkbox"/> Religion <input checked="" type="checkbox"/> Other Nonprofit Organization		If Other Nonprofit Organization (Check One and attach proof of nonprofit status). <input type="checkbox"/> IRS Designation <input type="checkbox"/> Incorporate with Secretary of State <input type="checkbox"/> Affiliate of Parent Nonprofit Organization			
Attach proof of three years existence School Dist. 281					
Name of Premises Where Activity Will Occur Cavanagh Early Childhood Center					Date(s) of Activity, Drawing(s) 2/1/89 - 3/16/89
Premises Address 5400 Corvallis Ave. No.		City Crystal		State MN	Zip 55429
County Hennepin					

Game	Yes	No	Gross Receipts	Expenses Cost of Prizes	Profit	Market Value of Prizes
Bingo		X				
Raffles	X					
Paddlewheels		X				
Tipboards		X				
Pull-Tabs		X				

Use of Profit
Fundraising for playground equipment

Distributor From Whom Gambling Equipment Acquired	Distributor's License No.
---	---------------------------

I affirm all information submitted to the Board is true, accurate, and complete.

Carroll G. Vomhof 11/16/88
Chief Executive Officer Signature Date

I affirm all financial information submitted to the Board is true, accurate, and complete.

Chief Executive Officer Signature Date

ACKNOWLEDGEMENT OF NOTICE BY LOCAL GOVERNING BODY

I hereby acknowledge receipt of a copy of this application. By acknowledging receipt, I admit having been served with notice that this application will be reviewed by the charitable Gambling Control Board and will become effective 60 days from the date of receipt (noted below) by the City or County, unless a resolution of the local governing body is passed which specifically disallows such activity and a copy of that resolution is received by the Charitable Gambling Control Board within 60 days of the below noted date.

CITY OR COUNTY

TOWNSHIP

Name of Local Governing Body (City or County) <i>City of Crystal</i>	Township Name (Must be notified when County is the approving body)
Signature of Person Receiving Application <i>Charles J. ...</i>	Signature of Person Receiving Application
Title <i>City Clerk</i>	Title
Date Received <i>11-17-88</i>	Date Received



Charitable Gambling Control Board
Rm N-475 Griggs-Midway Bldg.
1821 University Ave.
St. Paul, MN 55104-3383
(612) 642-0555

For Board Use Only

Paid Amt: _____

Check No. _____

Date: _____

GAMBLING LICENSE RENEWAL APPLICATION

LICENSE NUMBER: A-00244-001		/ EFF. DATE: 03/05/88		/ AMOUNT OF FEE: \$100.00													
1. Applicant—Legal Name of Organization ELKS LODGE 44 CRYSTAL		2. Street Address 5410 Lakeland Ave North															
3. City, State, Zip Crystal, MN 55429		4. County Hennepin		5. Business Phone (612) 533-8360													
6. Name of Chief Executive Officer Edgar Thonander		7. Business Phone (612) 541-1234															
8. Name of Treasurer or Person Who Accounts for Revenues Gerald Trout		9. Business Phone (612) 533-7244															
10. Name of Gambling Manager Ronald Christenson		11. Bond Number 36F100051652BCA		12. Business Phone (612) 593-8036													
13. Name of Establishment Where Gambling Will Take Place Elks Lodge 44 Crystal		14. County Hennepin		15. No. of Active Members 333													
16. Lessor Name None		17. Monthly Rent: \$0															
18. If Bingo will be conducted with this license, please specify days and times of Bingo.																	
<table border="1"><thead><tr><th>Days</th><th>Times</th><th>Days</th><th>Times</th><th>Days</th><th>Times</th></tr></thead><tbody><tr><td colspan="6">None</td></tr></tbody></table>						Days	Times	Days	Times	Days	Times	None					
Days	Times	Days	Times	Days	Times												
None																	
19. Has license ever been: <input checked="" type="checkbox"/> NO <input type="checkbox"/> Revoked Date: _____ <input type="checkbox"/> Suspended Date: _____ <input type="checkbox"/> Denied Date: _____																	
20. Have internal controls been submitted previously? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If "No," attach copy)																	
21. Has current lease been filed with the board? N/A <input type="checkbox"/> Yes <input type="checkbox"/> No (If "No," attach copy)																	
22. Has current sketch been filed with the board? N/A <input type="checkbox"/> Yes <input type="checkbox"/> No (If "No," attach copy)																	

GAMBLING SITE AUTHORIZATION

By my signature below, local law enforcement officers or agents of the Board are hereby authorized to enter upon the site, at any time, gambling is being conducted, to observe the gambling and to enforce the law for any unauthorized game or practice.

BANK RECORDS AUTHORIZATION

By my signature below, the Board is hereby authorized to inspect the bank records of the General Gambling Bank Account whenever necessary to fulfill requirements of current gambling rules and law.

OATH

I hereby declare that:

1. I have read this application and all information submitted to the Board;
2. All information submitted is true, accurate and complete;
3. All other required information has been fully disclosed;
4. I am the chief executive officer of the organization;
5. I assume full responsibility for the fair and lawful operation of all activities to be conducted;
6. I will familiarize myself with the laws of the State of Minnesota respecting gambling and rules of the board and agree, if licensed, to abide by those laws and rules, including amendments thereto.

23. Official Legal Name of Organization MPLS./CRYSTAL ELKS #44	Signature (Chief Executive Officer) <i>[Signature]</i>	Date 11-17-88	Title Exalted Ruler
---	---	------------------	------------------------

ACKNOWLEDGEMENT OF NOTICE BY LOCAL GOVERNING BODY

I hereby acknowledge receipt of a copy of this application. By acknowledging receipt, I admit having been served with notice that this application will be reviewed by the Charitable Gambling Control Board and if approved by the Board, will become effective 60 days from the date of receipt (noted below), unless a resolution of the local governing body is passed which specifically disallows such activity and a copy of that resolution is received by the Charitable Gambling Control Board within 60 days of the below noted date.

24. City/County Name (Local Governing Body) City of Crystal	Township: If site is located within a township, please complete items 24 and 25:
Signature of Person Receiving Application: <i>[Signature]</i>	25. Signature of Person Receiving Application
Title City Clerk	Title:
Date Received (this date begins 60 day period) 11-17-88	
Name of Person Delivering Application to Local Governing Body: <i>[Signature]</i>	Township Name

DATE: November 4, 1988

TO: Jerry Dulgar, City Manager

FROM: Don Peterson, Chief Building Inspector

RE: Variance #88-50 at 3316 Louisiana Ave. N.

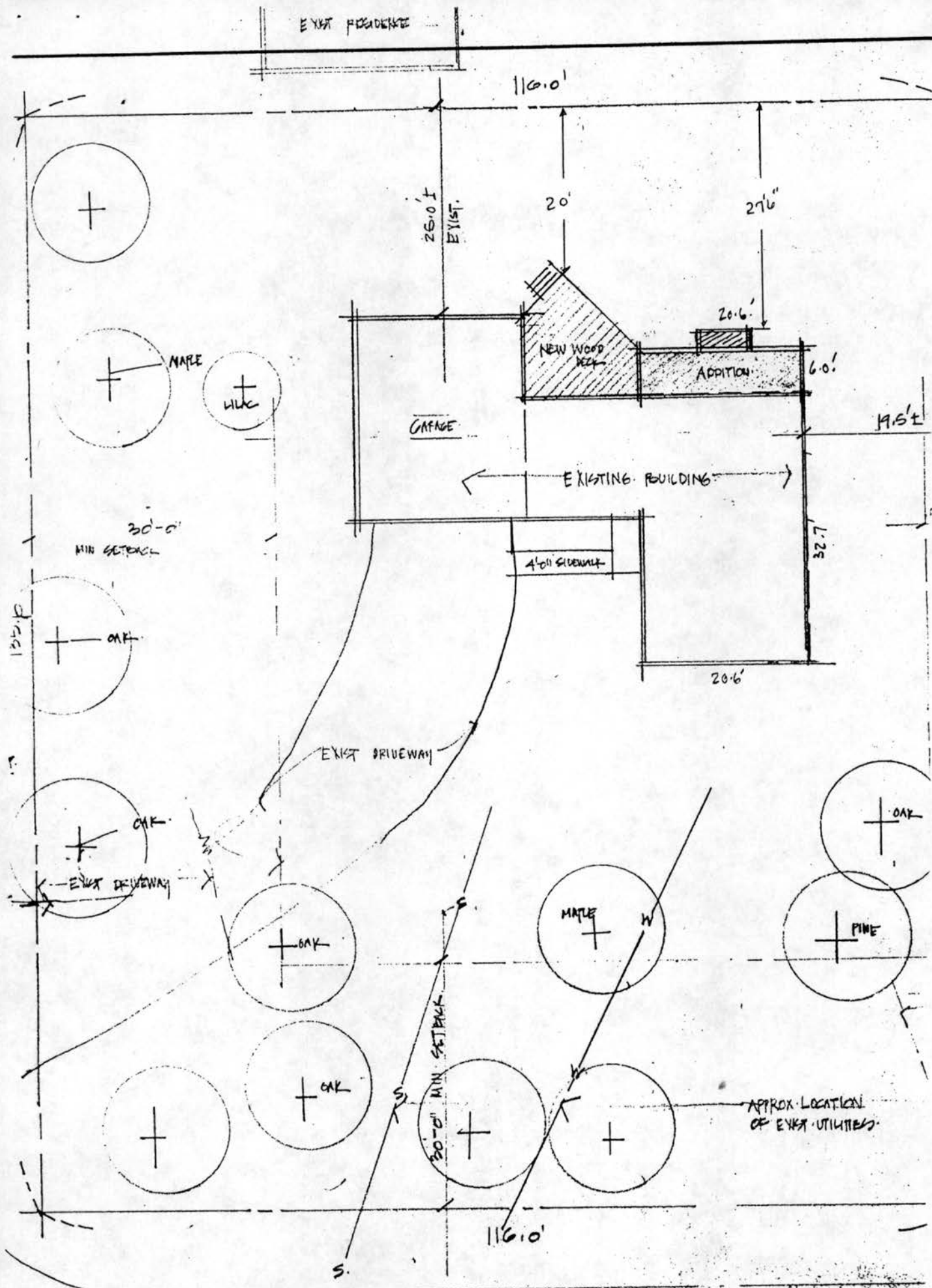
The applicant wishes to remove the existing 20'6" X 32.7' portion of the dwelling, extend the foundation 6' and add an additional course of concrete block to meet the 7'6" required head room in the lower level.

He will rebuild with 2" X 12" joist, 6" walls and energy trusses; so as to meet present building and energy codes.

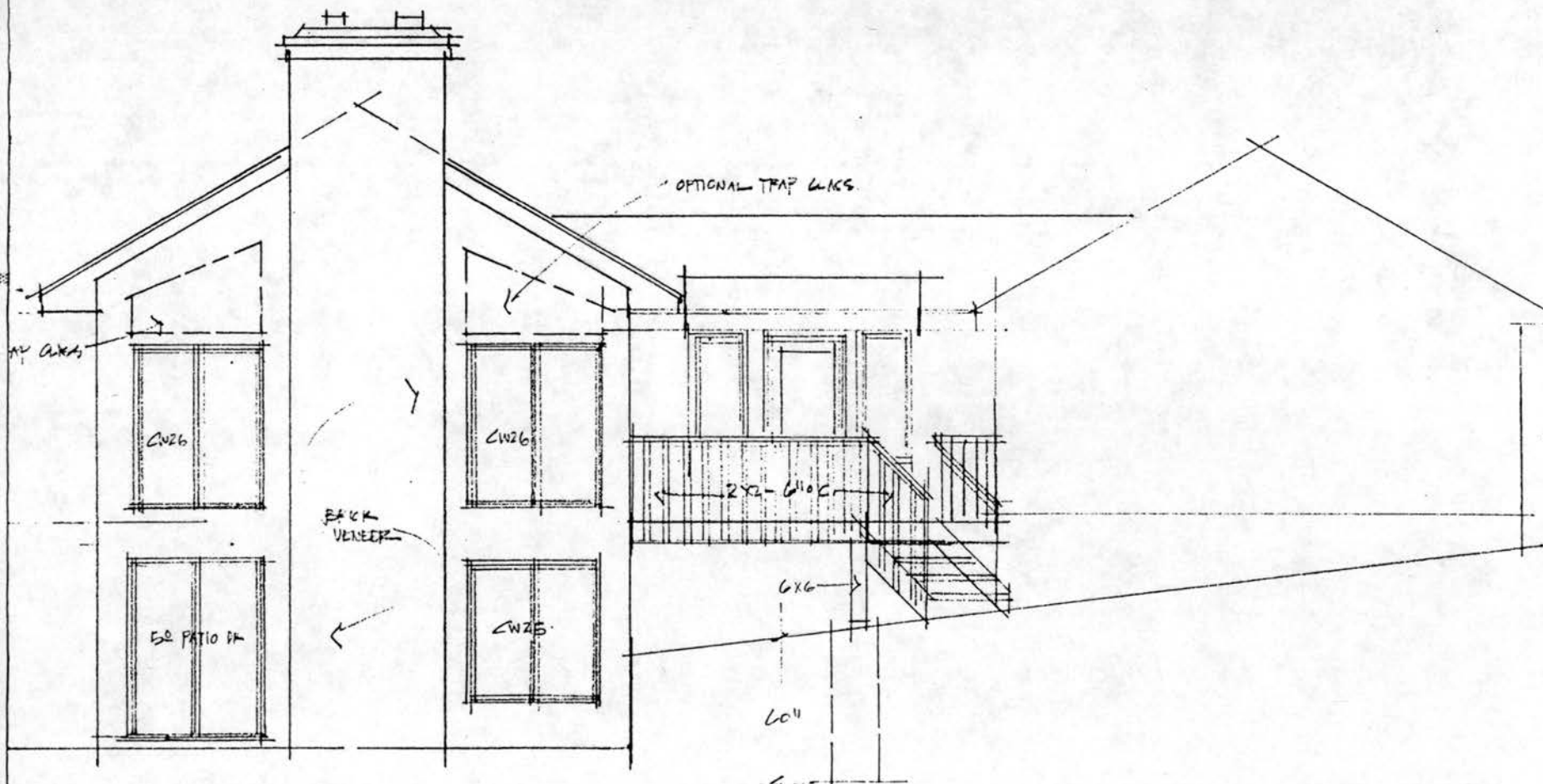
The proposed deck and addition will encroach in the required 40' rear yard set back (Sec. 515.13 Subd 4[a]); thus the variance request.

I believe the proposed remodeling will enhance the property and blend well with the homes in the neighborhood.

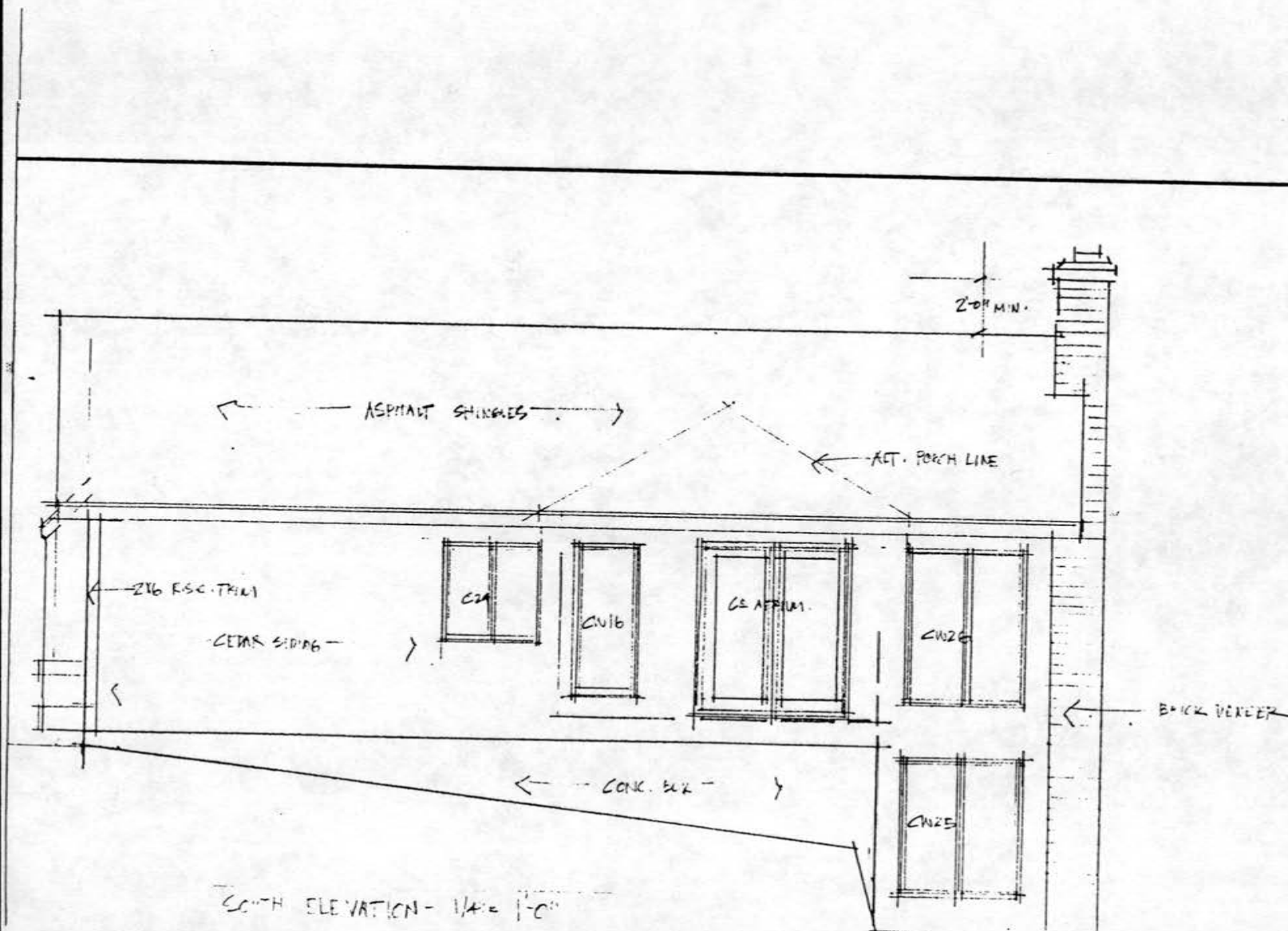
I will have transparencies of the South and East elevation of the proposed project as well as the site plan. The owner will be present to answer any questions.



3316 LOUISIANA AVENUE



EAST ELEVATION - 1/4" = 1'-0"



SOUTH ELEVATION - 1/4" = 1'-0"

DATE:
REVISIONS:

DONALD F. PERTINEN
PLANNING &
DESIGN, INC.
1611 HIGHWAY 10 N E
MINNEAPOLIS, MN 55432
612 780-1920

CITY OF CRYSTAL
4141 DOUGLAS DRIVE NORTH
CRYSTAL, MN 55422
Phone: 537-8421

No. 88-50

Date: 10-25-88

APPEAL FOR A VARIANCE TO THE ZONING ORDINANCE

Street Location of Property: 3316 LOUISIANA AVE N.

Legal Description of Property: _____

Property Identification Number: _____

Applicant: Michael LeRoy Jorgenson
(Print Name)

3316 LOUISIANA AVE N 533-4969
(Address) (Phone No.)

Owner: Michael LeRoy Jorgenson
(Print Name)

3316 LOUISIANA AVE N 533-4969
(Address) (Phone No.)

REQUEST: Applicant requests a variance on the above-described property from Section 515.13
Subd 4 (a) of the Zoning Ordinance, as amended, which requires 40' REAR
YARD SET BACK - VAR OF 20' TO BUILD A 20'x6'
ADDITION w/ FIRE PLACE & A 14'x17' DECK.

State exactly what is intended to be done on, or with the property which does not conform with the Zoning Ordinance. A plot plan drawn to scale showing the proposal must be submitted with the application.

Explain in detail wherein your case conforms to the following requirements:

1. That the strict application of the provisions of the Zoning Ordinance would result in practical difficulties or unnecessary hardships (other than economic) inconsistent with its general purpose and intent.

Home would have to be moved to bring into
compliance.

2. That there are exceptional circumstances or conditions applicable to the property involved or to the intended use or development of the property that do not apply generally to other property in the same zone or neighborhood.

Home built prior to zoning ord.

3. That the granting of a variance will not be materially detrimental to the public welfare or injurious to the property or improvement in such zone or neighborhood in which the property is located.

It will improve my neighborhood.

NOTE: The Planning Commission is required to make a written findings of fact from the showing applicant makes that all three of the above-enumerated conditions exist and in addition thereto must find that the granting of such variance will not be contrary to the objectives of the Comprehensive Plan.

THIS PROPERTY IS:

TORRENS / ABSTRACT

(Circle one)

Michael LeRoy Jorgenson
(Applicant's Signature)

Michael LeRoy Jorgenson
(Owner's Signature)

(Office Use Only)

FEE: \$ 75.00 DATE RECEIVED: 10-25-88 RECEIPT # 42540

(Approved) (Denied) - Planning Commission _____
(Date)

(Approved) (Denied) - City Council _____
(Date)

RESOLUTION NO. 88-

RESOLUTION OPPOSING THE DECREASE IN THE NUMBER
OF JUDGES IN SUBURBAN COURTS

WHEREAS, the Chief Judge of Hennepin County District Court has proposed cutting the suburban judge assignments down from six to five, and

WHEREAS, this would mean that every third week each suburban division would have only one judge handling the load of cases that normally would be handled by two judges in separate court rooms, and

WHEREAS, statistics show that the suburban courts may need in excess of the six judges they presently have, and

WHEREAS, the moving of judges to the courthouse in Minneapolis may not affect the backlog of criminal cases as is hoped by the transfer, and

WHEREAS, this would result in more attorney time in the courtroom and therefore higher cost to the suburban municipalities.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Crystal that it opposes the decrease of the number of judges in suburban courts from six to five, and

BE IT FURTHER RESOLVED that the City Manager forward a copy of this resolution to the Chief Judge of the District Court Mr. Peter J. ~~Lynberg~~ with an accompanying letter explaining the City's position.

Lindberg

Mayor

ATTEST:

City Clerk

date

ROSENTHAL, RONDONI, MACMILLAN & JOYNER, LTD.

ATTORNEYS AT LAW

SUITE 120

7600 BASS LAKE ROAD

MINNEAPOLIS, MINNESOTA 55428-3891

PAUL W. ROSENTHAL
FRANCIS J. RONDONI
PETER A. MACMILLAN
JAY A. H. JOYNER
LISA A. SKOOG

TELEPHONE
533-4938
AREA CODE 612

November 18, 1988

Mr. Jerry Dulgar
Crystal City Manager
4141 Douglas Drive
Crystal, Minnesota 55422

RE: Prosecution
Suburban Judge Assignments

Dear Jerry:

Because of the backlog of criminal cases, the Chief Judge of Hennepin County District Court has proposed cutting the suburban judges down from six to five. From my discussions with suburban Court personnel, the change will do great harm to suburban schedules and very likely not achieve much relief with regard to the criminal backlog downtown. In fact, it is my understanding that the statistics would show that the suburbs need in excess of the six judges they presently have.

Every third week each suburban division will have only one judge handling the load that would normally be handled by two judges in separate courtrooms. This will result in more attorney time in the courtroom and therefore higher costs to the suburban municipalities.

The Chief Judge will be meeting with the suburban prosecutors at the Ridgedale Court on Monday, November 21, 1988, at 4:00 p.m. One of us will be in attendance at that meeting to voice our objection to this change.

I would strongly suggest that the City Manager make appropriate contacts on the staff level and that the City Council forward a resolution to the County Commissioners and to the Chief Judge of the District Court. His name and address is:

The Honorable Peter J. Lindberg
Judge of District Court
C-1959 Government Center
300 South Sixth Street
Minneapolis, Minnesota 55487

Mr. Jerry Dulgar
November 18, 1988
Page Two

Should you have any questions about the above, please give us a call.

Sincerely,

ROSENTHAL, RONDONI, MacMILLAN & JOYNER, LTD.

Paul Rosenthal
Paul W. Rosenthal

PWR/sm

cc: Chief James Mossey
Shirley Iverson, Division II - Brookdale

November 21, 1988

TO: Jerry Dulgar, City Manager
FROM: Julie Jones, Recycling Coordinator
Re: Contract with Super Cycle for Drop Off Services

On December 31, 1988, Crystal's contract with Super Cycle, Incorporated for servicing our Saturday recycleable drop off program will expire. John Luoma from Super Cycle has requested that the agreement be amended to extend the date of services.

Since we are unsure when curbside recycling services will begin in the City of Crystal, I have written an amendment to the agreement to extend services through July 31, 1989. Should we be ready to begin curbside recycling services before that date, we may terminate our contract with Super Cycle by giving them thirty (30) days prior written notice.

js

RESOLUTION 88-

RESOLUTION APPROVING THE FIRST AMENDMENT TO
THE AGREEMENT FOR RECYCLING SERVICES

WHEREAS, the City of Crystal, a Minnesota Municipal Corporation, has entered into an agreement entitled Agreement For Recycling Services on August 4, 1988, with Super Cycle, Incorporated for recycling drop off services, and

WHEREAS, the term of this agreement will expire on December 31, 1988, and

WHEREAS, the City of Crystal wishes to extend these services until a contract has been signed for curbside recycling services throughout the City;

THEREFORE, BE IT RESOLVED by the City Council of the City of Crystal, Minnesota that the agreement for recycling services be amended to extend the term of the contract through July 31, 1989,

AND BE IT FURTHER RESOLVED that the Mayor and City Manager be authorized to sign the First Amendment to the Agreement for Recycling Services.

Adopted by the Crystal City Council this ____ day of _____, 1988.

Mayor

ATTEST:

City Clerk

**FIRST AMENDMENT TO THE AGREEMENT FOR
RECYCLING SERVICES**

This First Amendment is made and entered into as of the _____ day of _____, 1988, by and among the City of Crystal, a Minnesota Municipal Corporation ("City"), and Super Cycle, Incorporated ("Contractor").

WITNESSES:

WHEREAS, the parties hereto did on August 4, 1988, enter into that certain agreement entitled: Agreement For Recycling Services ("The Agreement"); and

WHEREAS, it is now the desire of the parties to amend certain provisions of the agreement as herein after specified.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the adequacy of which is acknowledged by each party, it is hereby agreed that the agreement be amended in the following respects:

- I. Section 2.4, contained on page 1 of the agreement, is hereby amended to read as follows:

2.4. The term of this contract shall be from January 1, 1989 through July 31, 1989. The City shall have the right to cancel this contract by providing thirty (30) days written notice to the contractor.

Executed as the day and year first written above.

CITY OF CRYSTAL

Mayor
Thomas N. Aaker

City Manager
Jerry Dulgarr

SUPER CYCLE, INCORPORATED

By Its President

Date



AIA Document B141

Standard Form of Agreement Between Owner and Architect

1987 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.*

AGREEMENT

made as of the TENTH day of NOVEMBER in the year of
Nineteen Hundred and EIGHTY-EIGHT

BETWEEN the Owner:

(Name and address)

City of Crystal
4141 Douglas Drive
Crystal, Minnesota 55422-1696

and the Architect:

(Name and address)

Anderson Dale Architects, Inc.
2675 University Avenue
St Paul, Minnesota 55114

For the following Project:

(Include detailed description of Project, location, address and scope.)

Design, Construction Documents, Construction Observation and Contract
Administration for a Community Center of approximate 30,000 square feet,
located adjacent to existing municipal facilities at 48th & Douglas Drive
Crystal, Minnesota.

The Owner and Architect agree as set forth below.

Copyright 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, ©1987 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2

SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or other unit costs.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program,

schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.5 BIDDING OR NEGOTIATION PHASE

2.5.1 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work, unless extended under the terms of Subparagraph 10.3.3.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, ~~xxxxxx of the terms of this Agreement~~ unless otherwise provided in this Agreement.

2.6.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent shall not be unreasonably withheld.

2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due, and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.6.5 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. *(More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3.2.)*

2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and ~~certify~~ ^{recommend} the amounts due the Contractor.

2.6.10 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or

quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.11 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

2.6.12 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.17 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.18 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

2.6.19 The Architect's decisions on claims, disputes or other matters, including those in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

ARTICLE 3

ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

3.2.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in Drawings, Specifications or other documents when such revisions are:

- .1** inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- .2** required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- .3** due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.8 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto.

3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

3.4.2 Providing financial feasibility or other special studies.

3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.4.5 Providing services relative to future facilities, systems and equipment.

3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

3.4.10 Providing detailed estimates of Construction Cost.

3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

3.4.12 Providing analyses of owning and operating costs.

3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

3.4.14 Providing services for planning tenant or rental spaces.

3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4

OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

4.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a project benchmark.

4.6 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

4.6.1 The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.

4.7 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.5 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.10 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.11 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

ARTICLE 5

CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;

.3 if the Project is abandoned, terminate in accordance with Paragraph 8.3; or

.4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6

USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

ARTICLE 7

ARBITRATION

7.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

7.2 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

7.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement,

or any part thereof is suspended
for more than 7 days

except by written consent containing a specific reference to this Agreement signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

7.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 8

TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.

8.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination. Termination Expenses shall be computed as a percentage of the total compensation for Basic Services and Additional Services earned to the time of termination, as follows:

- .1 Twenty percent of the total compensation for Basic and Additional Services earned to date if termination occurs before or during the predesign, site analysis, or Schematic Design Phases; or

- .2 Ten percent of the total compensation for Basic and Additional Services earned to date if termination occurs during the Design Development Phase; or
- .3 Five percent of the total compensation for Basic and Additional Services earned to date if termination occurs during any subsequent phase.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

9.6 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

9.8 ~~XXXXXX~~ The Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.9 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in accordance with the schedule.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

10.6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

10.2.1.6 Expense of computer-aided design and drafting equipment time when used in connection with the Project.

ARTICLE 11

The Owner shall compensate the Architect as follows:

11.2 BASIC COMPENSATION

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:
(Insert additional phases as appropriate.)

Schematic Design Phase:	percent (16%)
Design Development Phase:	percent (14%)
Construction Documents Phase:	percent (50%)
Bidding or Negotiation Phase:	percent (5 %)
Construction Phase: @ Hourly rate	percent (15 %)
Total Basic Compensation:	one hundred percent (100%)

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

Hourly - see attached rate schedule

11.3.2 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Additional Services, but excluding services of consultants, compensation shall be computed as follows:

(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

Hourly - se attached rate schedule

11.3.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of one & 15/100 (1.15) times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 12, if required.)

11.4 REIMBURSABLE EXPENSES

11.4.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of one & 15/100 (1.15) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

11.5 ADDITIONAL PROVISIONS

11.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within (12) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

11.5.2 Payments are due and payable

~~At the Architect's office on the dates shown on the attached schedule of payments.~~
(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

11.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

ARTICLE 12

OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

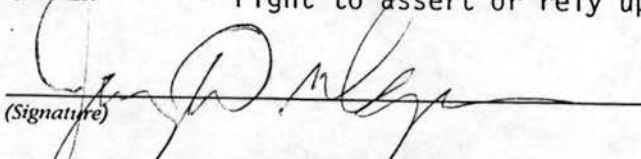
- 11.2.1 Compensation for basic services for the design development phase, construction documents phase, bidding/negotiation phase based on a stipulated sum of ~~\$170,800.00~~ 168,000.00

Compensation for basic services during construction phase is based on an hourly rate of personnel assigned to and working on the project. See attached hourly rate schedule.

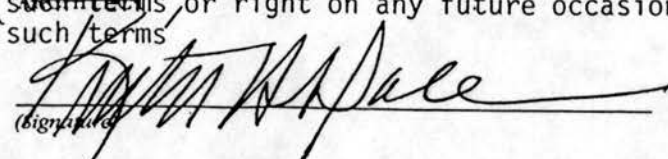
- 12.1 The attached schedule of hourly compensation is a part of this agreement. All statements for services of the Architect based on hourly rates shall identify the staff members and time related to the project.
- 12.2 The attached schedule of payments is a part of this agreement.
- 12.3 The services of any specialty consultants approved by the owner shall be considered extra services. Consultants retained by the Architect shall be approved in advance by the owner.
- 12.4 Services to assist with owner purchased or acquired items such as furnishing, laboratory equipment, etc. will be considered additional services.
- 12.5 The owner's initial budget for remodeling & new construction is \$3,100,000. If the owner modifies the scope of the project with corresponding increases in the construction budget, the Architect's basic compensation shall be equitably adjusted.
- 12.6 Extensive meetings & related preparation with community groups, environmental & regulatory agencies is considered additional services.
- 12.7 Neither the Owner nor the Architect shall be liable to each other for any consequential damages including loss of use, loss of profit or cost of financing.

- 12.8 The failure of one party to insist upon or enforce, in any instance This Agreement entered into as of the day and year first written above, strict performance by the other party of any terms of this agreement, shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or right on any future occasion

OWNER


(Signature)

Jerry Dulgar, City Manager
(Printed name and title)


(Signature)

Kurtis Dale Vice President
(Printed name and title)

CRYSTAL COMMUNITY CENTER
FEE PAYMENT SCHEDULE

Architectural fee of \$248,000 is based upon 8% of \$3,100,000 construction budget. Of this fee, \$40,000 has been paid (schematic design under the previous contract). The previous contract also included \$4,000 for the model that is in addition to the percentage amount.

DATE PAYMENT DUE	AMOUNT	PHASE
November 25, 1988	\$20,000	Design Development
December 25, 1988	\$20,000	Design Development
January 25, 1989	\$25,000	Contract Documents
February 25, 1989	\$35,000	Contract Documents
March 25, 1989	\$50,000	Contract Documents
April 25, 1989	\$18,000	Contract Documents/Bidding
May 25, 1989	Hourly	Construction Observation
June 25, 1989	Billings	Construction Observation
July 25, 1989	Accounting	Construction Observation
August 25, 1989	For	Construction Observation
September 25, 1989	Approximately	Construction Observation
October 25, 1989	15% of the	Construction Observation
November 25, 1989	Total Fee	Construction Observation
December 25, 1989		Punch List

ANDERSON DALE ARCHITECTS INC.
HOURLY BILLING RATES

PRINCIPALS	\$ 80.00 / HOUR
PROJECT MANAGERS	\$ 65.00 / HOUR
PROJECT ARCHITECTS	\$ 55.00 / HOUR
STAFF ARCHITECTS	\$ 45.00 / HOUR
DRAFTSPERSONS	\$ 35.00 / HOUR
CLERICAL STAFF	\$ 25.00 / HOUR

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Mary Frances Skala
Leslie M. Altman
Timothy J. Pawlenty
Rolf A. Sponheim
Julie A. Bergh
Darcy L. Hitesman
David C. Roland
Karen A. Chamerlik
Paul D. Baertschi
Arden Fritz

Clayton L. LeFevere, Retired
Herbert P. Lefler, Retired

November 21, 1988

Ms. Darlene George
City Clerk
City of Crystal
4141 Douglas Drive North
Crystal, Minnesota 55422

Re: Home Rule Charter

Dear Darlene:

Because the City Council was unable to adopt the charter amendment ordinance last night it is necessary to make some adjustments in the various dates in the adoption process. The revised schedule is as follows:

1. December 13, second reading of ordinance.
2. December 22, publish ordinance.
3. February 20, 1989 - last date for submission of petition requesting referendum.
4. March 22, expiration of 90 day waiting period after adoption of ordinance.
5. April 1, effective date of the new charter.

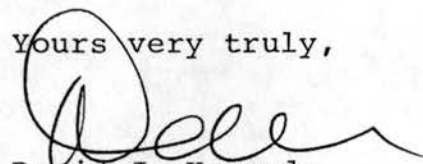
If the ordinance is not adopted at the December 13 meeting we will just have to slide the dates further forward. The actual text of the amendment as it appears in the notice of public hearing had a March 1 effective date, but we can simply change that when the actual effective date is finally determined.

I am also enclosing a revised copy of the ordinance itself which has some technical corrections and inserts the new dates.

Ms. Darlene George
November 21, 1988
Page 2

As I mentioned, it might be a good idea in the preliminary agenda for the December 13 Council meeting to remind the Councilmembers that it is essential that we have an unanimous vote of all members of the Council to adopt the ordinance in case they want to make special arrangements to be present for the vote.

Yours very truly,



David J. Kennedy

DJK:caw

cc: Jerry Dulgar
Jack Irving

ORDINANCE NO. 88-_____

AN ORDINANCE RELATING TO CITY
GOVERNMENT: AMENDING THE CRYSTAL
CITY CHARTER

THE CITY OF CRYSTAL DOES ORDAIN:

Section 1. Background: Findings: Authority.

1.01. The City of Crystal (City) is governed by a home rule charter adopted August 23, 1960, pursuant to the Constitution of the State of Minnesota and Minnesota Statutes, Chapter 410 (Act).

1.02. The Charter Commission of the City of Crystal (Commission) has proposed the adoption of a comprehensive amendment (Amendment) to the City Charter and recommended to the City Council that the Amendment be adopted by City Council ordinance in the manner prescribed by Section 410.12, Subdivision 7 of the Act. The form of the Amendment has been reviewed by this Council and is now on file with the City Clerk.

1.03. A public hearing on the Amendment was duly held on November 15, 1988, by the City Council after two weeks' published notice containing the text of the Amendment as required by the Act. The notice contained a brief description of the nature and scope of the Amendment. All persons desiring to be heard with reference to the Amendment were heard at the public hearing.

1.04. The Council finds and determines that it is in the best interests of the City and its inhabitants that the Amendment be adopted.

Sec. 2. Adoption: Effective Date.

2.01. The Amendment as proposed by the Commission is adopted.

2.02. The Amendment constitutes the new Charter of the City of Crystal.

2.03. This ordinance is effective on April 1, 1989. If, by February 20, 1989, a petition requesting a referendum on this ordinance, signed by the number of registered voters of the City required by the Act is filed with the City Clerk, this ordinance will not be effective until approved by 51% of the voters voting on the question of its adoption at a special election called by the Council for that purpose.

2.04. On the effective date of the Amendment the City Clerk is authorized and directed to file copies of the Amendment with the Secretary of State of the State of Minnesota, the Hennepin County Recorder, and in the City Clerk's office together with the certificate required by Section 410.11 of the Act.

Mayor

Attest:

Clerk

A:00110D06.F16

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Arden Fritz

Clayton L. LeFevere, Retired
Herbert P. Lefler, Retired

November 10, 1988

Mr. Jerry Dulgar
City Manager
City of Crystal
4141 Douglas Drive North
Crystal, Minnesota 55422

Re: Liquor and Beer in Parks

Dear Jerry:

Enclosed you will find a draft ordinance for 1st reading dealing with the subject of liquor and beer in the parks for special occasions. I am embarrassed to say that I overlooked the prohibitions in the present code about liquor and beer in parks when the City Council granted permission in a couple of instances recently.

I think the ordinance is self-explanatory, and I think sets up adequate provisions and standards for the granting of such a permit. I assume that no fee will be imposed. The ordinance contemplates, too, that you will prepare some rules and regulations governing these types of events covering such matters as clean-up, care of park facilities, and the limitation of persons attending the event to those specifically invited.

Section 2 of the ordinance merely adopts state law on the issuance of temporary on-sale liquor licenses for certain non-profit corporations. I have not inserted a fee for that license, but I would think that something in the neighborhood of \$50 - \$100 would be reasonable.

The repealed sections are those in the present code which prohibit liquor and beer in parks altogether.

Yours very truly,



David J. Kennedy

DJK:caw

ORDINANCE NO. 88-_____

AN ORDINANCE RELATING TO LIQUOR AND
BEER IN PUBLIC PARKS IN THE CITY: AMENDING
CRYSTAL CITY CODE, SECTION 815;
REPEALING CRYSTAL CITY CODE, SUBSECTIONS
815.05, SUBDIVISION 7 AND 2015.15

THE CITY OF CRYSTAL DOES ORDAIN:

Section 1. Crystal City Code, Section 815 is amended by adding a subsection to read:

815.13. Liquor and Beer in Parks. Subdivision 1. General Rule. Except as otherwise permitted by this subsection, the use, consumption, display, and presence of intoxicating liquor (liquor) and non-intoxicating liquor (beer) as those terms are defined in Chapter XII of this Code, is prohibited in parks and related facilities including vehicle parking facilities immediately adjoining a park.

Subd. 2. Special Permits. The Council may on the recommendation of the City Manager issue a special permit for the use, consumption, and display of liquor and beer in a park or a related facility in the park.

Subd. 3. Eligible Persons. A special permit may be issued to persons in connection with a social event conducted by a family, an employee group, a club, or a charitable, religious or other non-profit organization solely for the enjoyment of the persons invited to the event by the applicant for the permit. A special permit will not be issued to a person holding a license to sell liquor or beer except as provided in Subsection 1200.39 of this Code.

Subd. 4. Duration. The special permit allows the presence of liquor and beer in the park or related facility only during the time specified in the permit which time may not exceed consecutive hours in one calendar day.

Subd. 5. Rules and Regulations. The City Manager is directed to prepare further regulations for the conduct in parks of a person issued a special permit under this subsection.

Subd. 6. Application. The application for a special permit is prepared by the City Clerk. The application must specify the purpose of the social event, the nature of the activity proposed, the hours during which it is to be conducted, the maximum number of persons expected to attend, and such other information as the Clerk reasonably requests. The application must be accompanied by a bond or other undertaking in form and substance satisfactory to the City Manager and City attorney, holding the City and its officers, employees, and agents from liability of any kind arising out of the permitted activity. If the applicant is a business partnership, club, corporation or non-profit association

the application must be accompanied by a certificate of insurance showing current liability insurance naming the City as an additional insured party under the insurance policy.

Subd. 7. Fee. There is no fee for a special permit issued under this subsection.

Subd. 8. Special Condition. The use, consumption, display and presence of liquor and beer in parks and related park facilities is a matter of special concern to the City as such activity relates to the peace and good order of the City. For that reason the issuance of a special permit under this subsection is determined to be a matter within the sole discretion of the City Council, and its determination to issue or not to issue a special permit is final. The Council may impose additional conditions in the granting of a special permit. The application for the special permit must be accompanied by (i) a copy of this subsection, (ii) an acknowledgement by the applicant that the subsection has been read and is understood by the applicant, and (iii) that applicant agrees not to challenge or in any way contest the determination of the City Council with regard to the issuance of the special permit.

Sec. 2. Crystal City Code, Section 1200, is amended by adding a Subsection to read:

1200.39. Temporary on-sale Licenses. The City Council may issue temporary on-sale licenses for the on-sale of intoxicating liquor to clubs, or charitable, religious or other non-profit organizations in the manner and subject to the conditions specified in Minnesota Statutes, Section 340A.404, Subdivision 10. The fee for a temporary on-sale license is set by Chapter X and may be waived by the Council.

Sec. 3. The fee for a temporary on-sale license issued under Subsection 1200.39 is \$_____ per day.

Sec. 4. The actions of the City Council and the officers and employees of the City in permitting the use, consumption, display and presence of liquor and beer in parks and related park facilities prior to the effective date of this ordinance are ratified and confirmed in all respects.

Sec. 5. Crystal City Code, Subsections 815.05, Subd. 7, and 2005.15 are repealed.

Sec. 6. This ordinance is effective in accordance with Subsection 110.11 of the Crystal City Code.

Mayor

Attest:

City Clerk

A:00110D08.F16

Dulgar

MEMORANDUM

TO: City Managers and Alternates - Five Cities Transportation Project
FROM: Rita DeBruyn, Senior/Transportation Program Coordinator
DATE: October 14, 1988
SUBJECT: Meeting - Discussion of Five Cities Home Pick-up Proposal

A meeting of the city managers and alternates has been scheduled for November 9, 1988, 9:00 a.m. in the Mayor's office at Robbinsdale City Hall, 4221 Lake Road.

The purpose of the meeting is to discuss the home pick-up proposal/pilot program as an added component of the Five Cities Transportation Project.

If you are unable to attend, please contact me at 537-4534, Ext. 33.

Thank you.

RD:jmf

MEMORANDUM

TO: City Managers and Alternates - Five Cities Transportation Project

FROM: Rita DeBruyn, Senior/Transportation Program Coordinator

DATE: October 14, 1988

SUBJECT: September Statistics

Total One-way Trips: 736

New Riders: 47

Individuals Served: 225

Trips Scheduled: 37

Trips Cancelled: 3

Trips Conducted: 34

BROOKLYN CENTER

Date	Destination	Riders
September 6	Byerly's	Cancelled
7	Leisure Time	8
14	Leisure Time	5
16	Jerry's New Market	1
20	Jerry's New Market	8
21	Leisure Time	5
27	Brookdale	3
28	Leisure Time	4

Individuals Served: 15

New Riders: 1

One-way Trips: 68

CRYSTAL/NEW HOPE

Date	Destination	Riders
September 7	K.C. Hall	6
9	Brookdale	31
13	Tyra's	2
14	K.C. Hall	5
15	Holiday House/ Pinetree Orchard	28
19	Tony Roma's	22
20	Russel's	26
21	Congregate Dining	7
23	Ridgedale	20
28	Congregate Dining	8

Individuals Served: 102

New Riders: 17

One-way Trips: 310

Hours Used:

Golden Valley: 17½
Robbinsdale: 29½
Brooklyn Center: 24½
Crystal/New Hope: 39½
Total: 110.5 hours

GOLDEN VALLEY

Date	Destination	Riders
September 8	Lake Rebecca Park	28
12	Senior Lunch/ Speaker-Brookview	1
15	Congregate Dining	Cancelled
16	Brookdale	4
26	Senior Supper/ Brookview	8
28	Continental Break- fast	Cancelled

Individuals Served: 32

New Riders: 6

One-way Trips: 82

ROBBINSDALE

Date	Destination	Riders
September 1	River Cruise	46
2	Congregate Dining	13
6*	Como Lake/Hiking	13
13	Tyra's-Groceries	2
14	Friendly Robins	7
16	Brookdale	2
16	Congregate Dining	14
20	Hiking/Norenberg Garden	11
23	Rainbow/Groceries	5
27	Brookdale	4
28	Friendly Robins	13
28	Rainbow Groceries	3

Individuals Served: 76

New Riders: 23

One-way Trips: 276

*Addendum:

September 6 Byerly's 5

RD:jmf

FIVE CITIES TRANSPORTATION PILOT PROJECT
HOME PICK-UP TO DESIGNATED DROP-OFF LOCATIONS

INTRODUCTION

The Five Cities Transportation pilot project (hereafter to be referred to as the Pilot Project) would provide home pick-up transportation service for older adult residents of Crystal, New Hope, Brooklyn Center, Golden Valley and Robbinsdale. Residents served would be homebound persons sixty (60) years and older who are not currently served by the regular Five Cities Transportation pick-up locations. The designated drop-off locations would be determined by each city.

The Pilot Project was developed, in part, as a response to West Metro Coordinated Transportation recommendation to explore home pick-up transportation service within the five cities. Equally important, however, the Pilot Project grew as a tangible response to isolated homebound residents, their concerned family members and professionals working with this population.

PURPOSE

The purpose of the Pilot Project is:

- 1) To determine the need for home pick-up to congregate dining sites, shopping malls, senior clubs, recreational events and other drop-off locations, thus serving those older citizens not currently served;
- 2) To develop a manageable and cost-effective system conducive to providing home pick-up transportation service to limited destinations.

DESCRIPTION

The Pilot Project could begin January 1, 1989 for a trial period of six (6) months. The service would be available one day per week from 9:30 a.m. to 2:00 p.m. A Medicine Lake Lines 15/16 passenger mini-bus and driver would be used to provide transportation.

Persons served are characterized by the following:

- 1) sixty years and older;
- 2) residents of Brooklyn Center, Golden Valley, New Hope, Crystal and Robbinsdale;

- 3) unable to drive or have no access to a car;
- 4) able to walk unassisted from house to the mini-bus;
- 5) living in private homes or apartment buildings not currently served by the Five Cities Transportation Project.

Drop-off locations could include, but not limited to:

- 1) shopping malls;
- 2) congregate dining sites;
- 3) senior club locations;
- 4) special social, recreational, or educational programs;
- 5) grocery shopping (Brooklyn Center only).

BUDGET

Expense:

Transportation	\$2,325.60
Office Staff	<u>720.00</u>
Total	\$3,045.60

Explanation

4½ hrs./day for 4 days per month for 6 mos.
5 hrs. /week at \$6.00 /hr.

Income:

Donations	\$ 336.00
Five Cities	<u>2,940.00</u>
Total	\$3,276.00

\$1.00 /14 riders /day
1989 budgeted dollars saved from January
to June by using new shuttle schedule system

BUDGET COMMENTS

Cities can maintain their regular monthly trips yet reduce transportation costs because of the new shuttle scheduling system. By coordinating pick-up and drop-off times, one bus can be used instead of two. Each city is charged the appropriate number of hours used during the shuttle run. If a city reduces scheduled hours from 23 to 19½ per month, \$2,940.00 of 1989 budgeted dollars would be available for the Pilot Project's six month trial period.

PUBLICITY

The door-to-door service will be announced in local newspapers, senior newsletters and city program newsletters. Social workers in hospitals, nursing homes, Hennepin County Service to Seniors and Senior Community Services/Senior Outreach will be notified.

Other programs and agencies serving older adults will be contacted for referrals.

EVALUATION

The Pilot Project will be evaluated by riders, alternates, and city managers. At three months riders will be surveyed and alternates will meet to discuss ridership, scheduling and cost effectiveness. At six months the home pick-up service will be evaluated by alternates and city managers to determine extension, expansion, or termination of the Five Cities home pick-up service.

FIVE CITIES TRANSPORTATION PROJECT

<u>1987</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>DONATIONS</u>	<u>HOURS</u>	<u>ONE-WAY RIDES</u>	<u>COST PER RIDE</u>	<u>NUMBER OF TRIPS</u>
OCTOBER	3159	3290	242	105	476	6.12	36
NOVEMBER	3585	3390	389	135	766	4.17	31
DECEMBER	3292	3290	281	123	550	5.47	34
 <u>1988</u>							
JANUARY	2926	3290	273	103.5	632	4.19	29
FEBRUARY	3006	3290	266	115	562	4.87	29
MARCH	3692	3290	380	142	762	4.34	35
APRIL	3761	3290	345	135	724	4.71	38
MAY	2882	3290	243	110.5	556	4.74	26
JUNE	3096	3290	292	114.5	658	4.26	30
JULY	2871	3290	214	110	504	5.27	29
AUGUST	2428	3290	249	102.5	498	4.37	30
SEPTEMBER	2792	3290	354	110.5	736	3.31	34
OCTOBER	2763	3290	339	109	754	3.21	41

EXCERPT FROM THE NOVEMBER 9, 1988 MEETING OF THE CRYSTAL
PARK AND RECREATION ADVISORY COMMISSION

PRESENT: Hoffmann, Moucha, Grimes, Reid, Pitts, Genis,
Carlson.

Mr. Brandeen reviewed the study initiated by the City of Brooklyn Center regarding Twin Lake-Kylawn Preserve. The plan involves a trail system around the lakes that would connect Crystal, Robbinsdale and Brooklyn Center. The project also includes connecting trails to the MAC Park trail system. The City of Crystal would be responsible for the trail corridor within its boundaries - this may mean additional property may have to be purchased. Mr. Brandeen added that LAWCON and/or LCMR funding might be obtained for some of the project because the land within the project site would be considered wetlands.

The Commission questioned what Brooklyn Center is willing to commit to as far as funding and land acquisition. Other concerns related to trail corridors on existing roadways (Bass Lake Road) and the impact of any future Crystal development in MAC Park (Interpretive Center).

Moved by Mr. Genis and seconded by Mr. Grimes to recommend endorsement of the concept of the Twin Lake project and to continue discussion regarding further development of the area.
Motion carried: Unanimous

Mr. Hoffmann suggested that a joint (Crystal, Robbinsdale and Brooklyn Center) committee could be established to study the project further.

DATE: November 14, 1988

MEMO TO: Jerry Dulgar, City Manager

FROM: Edward C. Brandeen, Park & Recreation Director

RE: Comments on Twin Lake Recreational Trail Plan and
Kylawn MAC Park Area

My overall perception of the plan is very positive. I feel the plan is an energetic concept with great possibilities for recreational uses in our area. I would recommend that the City of Crystal support and encourage development, as these types of recreational pursuits are not available in our immediate area. We have these resources already in place in our location - why not exploit them!

I feel Westwood Planning and Engineering developed a very comprehensive detailed analysis of the entire site. I suggest that the Park & Recreation Advisory Commission study and make recommendations on this entire project.

The following are general comments regarding the overall report as it relates to Crystal.

1. pp. 7 DOT Recommendation
I concur with the recommendation of the DNR regarding the dredging of the channel under Highway 100, as it would help to maintain water quality.
2. pp. 9 Motorized Boating
I agree with the reduction in motor size allowable on Twin Lakes. Large motors and water skiers, etc. create a safety problem among swimmers, raft users, etc. Also, water clarity is reduced with larger horsepower.
3. pp. 11 Crystal Comments
rather than "only sunbathing takes place", should read, "mostly sunbathing takes place."
4. pp. 15
I agree that basic policies are needed for improved control of the area regarding motorized watercraft, parking, users, etc.
5. pp. 16
Support. "unifying existing and proposed park facilities". The MAC area or Preserve should be linked to the Twin Lake Trailway system via the diagonal strip of land lying to the southeast of the MAC area. This

strip of land would have to be acquired if the concept is approved. Also a trail system along Bass Lake Road, Orchard, and Quail should be provided to link up to Brooklyn Center.

6. pp. 17
Ordinance Control should include illegal removal of wildlife, flowers, trees and other forms of vegetation.
7. pp. 19
Painted cross walk/signals should be provided at Bass Lake Road/58th Av N.

General 6

The railway overpass should pursue a more direct link from the Orchard Trailway to the Quail area and not extend eastward along the Soo Line Railroad.

The following are more general and specific comments regarding the "Preserve" or MAC Wildlife area.

First of all, the MAC name was derived from the Metropolitan Airports Commission. Possibly, the only reason it was so named was because the park commission, years ago, referred to it as MAC property. I feel the name could be changed, as there is nothing magic about MAC.

Before anything is proposed, adopted or whatever with the project, the lease agreement should be reviewed for possible changes to the city's advantage. I have attached a copy of the lease as well as a council resolution adopted by the city council establishing a joint task force to oversee the management of this land. This task force was dissolved approximately ten (10) years ago. Since that time, our department has maintained the site, primarily because the area is located in Crystal. Concerning maintenance, the department cuts the tall weeds along the chipped pathways, replaces missing planks in all bridges as well as planting trees, debris clean-up, etc. The south bridge walkway was dislodged by the severe storm in July 1986 and presently is being rebuilt with the assistance of the Tree Trust over a 3 year period. The Tree Trust and the city have also rebuilt the 3 bridges on the north end of the park.

I agree with most of the conditions mentioned in the report; in fact, the Park & Recreation Advisory Commission has approved my recommendation of establishing this area as an interpretative center. This recommendation is now included in the 5-Year CIP. If the project is given the go-ahead, LAWCON and LMCR funds should be applied for. However, with such a regional impact, there exists the possibility that this project could be eligible for outside funding, i.e. DNR, Metropolitan Parks and Open Space Fund, etc.

One final point, to have ultimate and complete meaning and usage, this 40-acre site has to be linked to the proposed trail around Twin Lake with the purchase of the diagonal strip to the southeast. In so doing, this complete project could become a prime recreational site of the twin city suburban area.

Attach: Council Resolution re: MAC Park
Lease Agreement MAC and the City of Crystal

7 DECEMBER 1971

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Crystal hereby approves the plat entitled MARS SECOND ADDITION, City of Crystal, Hennepin County, Minnesota.

By roll call and voting aye: McLaughlin, Kimball, Dunn, Buchholz, Lundquist, Rosenthal, Duxbury. Motion carried, resolution declared adopted.

Mayor

ATTEST:

City Clerk

The City Manager informed the Council of the proposed resolution establishing policies for the planning and operation of the MAC and Kylawn Environmental Park.

Moved by Councilman McLaughlin and seconded by Councilman Kimball that the following resolution be adopted:

A RESOLUTION ESTABLISHING POLICIES FOR THE
PLANNING AND OPERATION OF MAC AND KYLAWN
ENVIRONMENTAL PARK

WHEREAS, the Cities of Brooklyn Center and Crystal, acting through their respective conservation and environmental commissions, in cooperation with area school districts, seek to develop a wildlife area and environmental park on lands adjacent to the existing Kylawn Park, consisting of overrun, drainage and ponding areas within Crystal Airport, a public airport owned and under the direction and control of the Metropolitan Airports Commission; and

WHEREAS, said Cities have entered into a Lease Agreement on the 3rd day of August, 1970, for the purpose of effectuating the above-stated objective; and

WHEREAS, in order to assure the orderly progress of the planning and implementing tasks that, taken in their entirety, will constitute a program of development of a wildlife area and an environmental park, it is necessary that the tasks and activities be coordinated;

NOW, THEREFORE, BE IT RESOLVED by the City Councils of Crystal and Brooklyn Center as follows:

7 DECEMBER 1971

1. The respective Conservation and Environmental Commissions are hereby authorized to establish and maintain a joint Task Force for the purpose of achieving the development of the wildlife area and environmental park, which task force shall consist at least, but shall not be limited to, one representative of the following organizations: Crystal Environmental Commission, Brooklyn Center Conservation Commission, School District #281, School District #279, Crystal Park and Recreation Department, and Brooklyn Center Park and Recreation Department.
2. The Task Force shall be administered by the Crystal and Brooklyn Center City Managers jointly, acting through their respective Environmental and Conservation Commissions.
3. The Task Force shall develop an annual program of projects for said property before March 1 of each year, which program shall be coordinated with the participating organizations.
4. The Task Force, subject to the terms of provision #2 above, shall see to the implementation of said schedule utilizing such resources as it shall have available in the form of volunteer workers, donated funds, and services which may be available through the respective Cities.

By roll call and voting aye: McLaughlin, Kimball, Dunn, Buchholz, Lundquist, Rosenthal, Tuxbury. Motion carried, resolution declared adopted.

Mayor

ATTEST:

City Clerk

Discussion was held regarding the ordinance entitled "An Ordinance Amending Chapter 22.08 Entitled 'An Ordinance Establishing an Environmental Commission for the City of Crystal'", after which it was the common consent of the Council that the ordinance be amended to incorporate that the appointment of the young members should coincide with the school year.

Moved by Councilman Buchholz and seconded by Councilman McLaughlin that the following ordinance be adopted:

LEASE AGREEMENT

AGREEMENT Made this 3rd day of August, 1970, by and between MINNEAPOLIS-SAINT PAUL METROPOLITAN AIRPORTS COMMISSION, a public corporation and agency of the State of Minnesota (hereinafter called MAC), and the Cities of BROOKLYN CENTER and CRYSTAL, both being municipal corporations and political subdivisions of the State of Minnesota (hereinafter called CITIES),

W I T N E S S E T H :

WHEREAS, The Cities of BROOKLYN CENTER and CRYSTAL, acting through their respective conservation commissions, in cooperation with area school districts, seek to develop a wild life area and environmental park on lands adjacent to the existing Kylawn Park, consisting of overrun, drainage and ponding areas within Crystal Airport, hereinafter called "Airport", a public airport owned by and under the direction and control of MAC;

WHEREAS, The lands in question are not presently a part of the public operating runway, taxiway and building areas of the Airport and MAC has determined that use of the same for the purposes of such a wild life area and environmental park is consistent and can be accomplished without conflict with the status of such lands as overrun, drainage and ponding areas for the Airport;

NOW, THEREFORE, In consideration of One Dollar (\$1.00) and other valuable consideration, including the mutual undertakings of the parties hereto, it is hereby agreed by and between the parties, and MAC hereby leases to the CITIES and the CITIES hereby take from MAC, the following described premises located in the County of Hennepin, State of Minnesota, situated upon and a part of Crystal Airport, a public airport under the management, direction and control of MAC, the demised premises being more particularly described as:

The Northeast Quarter (NE/4 of the Northeast Quarter (NE/4) of Section 4, Township 118 North, Range 21 West, as designated, bounded in red, on Exhibit A attached hereto and a part hereof,

subject, however, to the rights of the Commission in and to the above described premises reserved hereunder and hereafter set forth.

TO HAVE AND TO HOLD THE SAME For a term and subject to the covenants terms and conditions hereinafter provided, to-wit:

(1) The lease shall be for a term commencing on the date hereof and for one year thereafter, and continuing thereafter from year to year subject to termination by MAC or the CITIES, upon service of termination notice in writing at least ninety (90) days prior to the end of any existing one year term.

(2) The CITIES enter into this lease and shall use the lands under lease as a wildlife habitat and environmental park and to provide environmental, nature study and wildlife preservation facilities for community education and enjoyment; and to this end the leased lands will be left in their present state except for wildlife landscape planting and nature trails and no improvements to or planting on the leased lands will be accomplished without first submitted the plans therefor to MAC's authorized representative at the Airport for approval so as not to conflict with Airport operations. It is understood that the lands under lease are leased at a nominal rental as herein provided and all cost of improvements thereto shall be borne by the CITIES and shall not involve cost or expense to MAC.

(3) MAC on any anniversary date may retake possession of all or some part of the premises then under lease to the CITIES pursuant hereto for airport purposes based upon a real or present need for use of such land by MAC for aeronautical or other purposes directly relating to the development and use of Crystal Airport, or relating to the elimination of hazard to flight of aircraft to or from the Airport,

or hazard to persons from flight of aircraft to or from the Airport. In the event of termination hereunder by MAC as to only a part of the leased premises, the CITIES may elect whether or not to continue its lease rights in lands not so taken, or if they do not so elect this lease will then terminate in its entirety.

(4) All facilities located or relocated upon the leased premises shall remain the property of the CITIES and shall be removed and damage to the premises arising from the location, relocation or removal, including filling in of foundations to grade level, shall be accomplished by the CITIES upon termination. The CITIES agree to hold and save harmless MAC from any and all claims, liens or liability which may arise from CITIES' construction or planting or from claims of labor or materialmen involved in or arising out of the same.

(5) The CITIES shall at all times and at no cost or expense to MAC maintain the lands under lease in a neat and sightly condition, keeping the same free from debris and shall take such action as is required to preserve the same for the purposes leased and to preserve their use as overrun, drainage and ponding areas for the Airport. The CITIES shall not suffer or permit any waste or nuisance on the demised premises. The CITIES shall be responsible for policing and control of the leased lands and of use of the same by third parties, subject always to MAC's control of the Airport of which these lands constitute a part and of operations therefrom.

(6) MAC shall at all times, and through its agents and employees, have a right of entry upon the lands under lease, as may be necessary in the development, maintenance, operation and control of Crystal Airport, with the further right reserved to MAC to install and maintain upon or under the lands under lease such utility lines, conduit, pipes and facilities as may be necessary to the development and operation of said airport, provided that the CITIES may terminate this lease

if the installation and maintenance of such utility lines, conduits, pipes and facilities prove to be inconsistent with the use of the leased premises by the CITIES for the purposes intended hereunder.

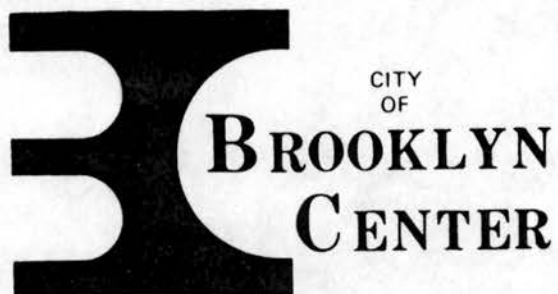
(7) The CITIES shall comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota, or of agencies, departments or divisions of either, or of MAC relating to the lands under lease and the use thereof or relating to control of ground and air traffic, aircraft operations and the general use and operation of the airport; and the CITIES shall pay any and all taxes, assessments, license fees or other charges that may be levied assessed or made during the term of this lease or any extension thereof by reason of the uses of the lands under lease hereby permitted.

(8) The CITIES shall indemnify and hold harmless MAC from liability or claim of liability from whatever cause for loss, damage or injury to persons or property on or about the lands under lease, except as arise from operation of the Airport under MAC control hereunder, and MAC shall not be liable to the CITIES to any extent, nor will the CITIES make any claim against MAC for or on account of loss or damage to the lands under lease or to improvements, facilities and structures thereon.

(9) The CITIES shall have the right to permit the use of the lands under lease by others for programs compatible with the purposes of this leasing, but except for the foregoing the CITIES shall have no right to assign this lease or sublet the lands under lease unless the consent of MAC is first obtained thereto in writing.

(10) Subject to the provisions hereof the terms, covenants and conditions of this lease shall be binding upon and issue to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, The parties hereto have executed this lease in



6301 SHINGLE CREEK PARKWAY
BROOKLYN CENTER, MINNESOTA 55430

TELEPHONE 561-5440
EMERGENCY - POLICE - FIRE

911
October 21, 1988

Mr. Jerry Dulgar, City Manager
City of Crystal
4141 Douglas Drive North
Crystal, Minnesota 55422

Dear Jerry:

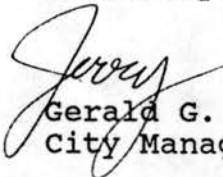
Attached please find copies of a redraft of the Twin Lakes-Kylawn Preserve development concept plan for the City of Brooklyn Center. Please understand these are initial draft documents and are still subject to review and change by staff, commissions, and the city council of Brooklyn Center.

Please review these documents. See if you have any problems, concerns, or comments as to the impact of this proposed plan in your community. I've reviewed these concepts with you previously, and I'm hopeful that a coordinated effort in developing recreation and pathway facilities in the Twin Lakes area can be of substantial benefit to all our communities.

Please review the attached documents as soon as practical so I can pass on any suggestions or comments to my staff and our commissions and eventually onto our city council.

Thanking you for your consideration, I am,

Sincerely,


Gerald G. Splinter
City Manager





September 28, 1988

Twin Lakes, Part I (Findings)

Brooklyn Center, MN

PROPOSED

A. PARCEL AND TRAIL CORRIDOR REVIEW

1. South Kylawn Park Site (approximately 7+ acres)

This is a dual purpose site, it fits into the context of The Preserve (similar land type) as well as being considered and adjacent park parcel. But almost more importantly is one of the key parcels in establishing a trail link from Upper Twin Lake to Kylawn Park. The parcel is bounded by Kylawn Park on the north, Moorwood Townhomes on the south, Twin Lake North Condo's on the west and June Avenue single family homes on the east. The Parcel is valuable because it links to 59 1/2 Avenue R.O.W. west of June Avenue, this link via 59 1/2 Avenue R.O.W. provides an access link to the vast neighborhood to the east.

The general public has already established paths on this parcel. The main path runs north from Shores Drive and then heads to the picnic area on the south side of Kylawn Park. There is a path on the 59 1/2 Avenue R.O.W. to June Avenue as well.

It would be advantageous for the City to take control of this parcel and clean it up. The eastern portion plus the 59 1/2 Avenue R.O.W. is currently used as a dumping ground for lawn clippings, leaves, branches, limbs, rocks, and the like.

This parcel is generally wetland, but does have enough high ground to route a trail and establish a trail node. A bridge or culvert crossing probably will be needed at the point where the trail will cross over to Kylawn Park.

2. Two Vacant Lots - Kyle Avenue - There are two (2) vacant lots south of 6012 Kyle Avenue. Their status is currently being investigated. If available, they could be incorporated into the overall plan for Kylawn Park and the South Kylawn Park parcel.
3. Bass Lake Road Park Site - Approximately 5+ acres - This parcel is the key parcel for the proposed trail system. This parcel has great visibility and access from Bass Lake Road. It will function well as a major activity node and trail head, for the trail loop proposed north of Bass Lake Road and of course the trail that will head south around the east side of Upper Twin Lake.
4. Big Island Access Site-.5+ acres - This parcel is the 30' wide R.O.W. access running south to the big island (actually platted Island Drive).

This parcel is generally wet and will require some filling to provide access to the island.

5. Big Island Park Parcel Approximately 4.1+ acres - This island is basically high ground with mature deciduous trees. There is a potential of better utilizing the existing beach areas on the island. The island has a lot of intrigue and makes a good destination point for canoeing.

Potentially, the Big Island access could be linked to the Big Island access site with a bridge.

6. Thompson Parcel 2.1+ acres Approximately 275 Lineal Feet Lakeshore - This parcel abuts the Bass Lake Road site on the southeast. The parcel is designated official wildlife preserve and has an access easement across the Bass Lake Road Park site.
7. Indiana Avenue/June Avenue Parcel Approximately 2.5+ acres with approximately 300 lineal feet lakeshore - This beautiful wooded tract becomes another key link to trail routing and assembling a significant park parcel package on the north end of Upper Twin Lake.

It has recreation possibilities in conjunction with the Thompson parcel. Bass Lake road and south Bass Lake Road Parcels. The preferred bituminous trail routing would be through this parcel, extending south via Indiana Avenue.

8. Lake Access - 56th Avenue & Indiana Avenue - 56th Avenue R.O.W. extends west from Indiana Avenue and is plotted all the way to the shoreline. Existing access is currently only pedestrian as the R.O.W. contains 2-3 mature deciduous trees. The R.O.W. here is approximately 30' wide.
9. Eckberg Drive Park Site Approximately 8.6+ acres to potentially approximately 11.9+ acres - Large open space with high ground and mature deciduous trees on the west half of the parcel with wetland and an open water inlet on the east half.

This parcel provides great possibilities for trail routing and trail nodes. Access is via the corner of Eckberg Drive and Halifax Avenue or potentially from the north via easement across 2 private lots south of the 56th and Indiana Avenue R.O.W.

10. Lake Access 53rd & Twin Lake Blvd. East - This lake access is actively used in the winter for ice fishing and general access out onto the ice. In consideration of all limitations for this access (parking, space, etc.), it seems appropriate to designate it as a winter use only access.
11. Lakeside Park - Approx. 1.0+ Acre - This parcel is well maintained open space and is an asset to all the homes around it. Further use of this parcel (passive recreation, tot lot, trail rode, etc.) needs further review.

12. Trail Corridor Linkages - Sheet 1 - The following trail segments are being considered and reviewed to be incorporated into an efficient trail system.

- A. Noble Ave., 61st to 63rd - Trail corridor to run on existing sidewalk on the west side of Noble Ave. This will provide the link to Orchard Lane School and potentially to points north across 63rd Ave.
- B. The Arboretum - Bituminous trail exists here, running north to Major Avenue.
- C. 61st. Ave. - Contains existing sidewalk, develop a stronger link to the east, specifically to Wangstad Park from Kylawn Park.
- D. Shores Drive - This is a private street serving the Moorwood Townhomes. An approximate 30' to 40' wide buffer strip exists between the east curb line of Shores Drive to the west lot lines of single family homes on June Ave. Aesthetically, it would be good to route a trail through this buffer strip.

If that routing is not possible, a trail route may have to be striped on the east shoulder of Shores Drive. Routing through the buffer strip or shoulder will require easements unless this segment can be obtained as dedicated public R.O.W.

If nothing can be acquired along Shores Drive a trail may need to be routed on the west side of June Ave. utilizing existing sidewalk.

- E. 59 1/2 Ave. R.O.W. - Trail link here provides access to the large neighborhood to the east.
- F. Twin Lake North Sidewalk/Trail Extension - Construct a sidewalk/trail segment to link Kylawn Park/proposed trail node to the existing sidewalk on the west side of Twin Lake north/Moorwood Townhouses ponding area.
- G. Trail Link West Side of Channel, The Preserve to Bass Lake Road - Construct a trail on the west side of the channel in Crystal; link it to the proposed trail node on the west end of the upgraded boardwalk, south to the sidewalk on the north and west sides of Bass Lake Road. This property is currently privately owned.
- H. Bass Lake Road Crossings - Consider and review the following crossing points:
 - 1. Shores Drive & Bass Lake Road intersection
 - 2. 58th Avenue (Crystal) & Bass Lake Road intersection

A last resort would be June Avenue and Bass Lake Road, here a problem exists in that the June Avenues north and south of Bass Lake Road do not align.

NOTE: Traffic volume and speed on Bass Lake Road presents current challenges. We must review controlling, and managing traffic in this area.

- I. 58th Avenue/Bass Lake Road - Establish a trail corridor here, north and/or south sides, specifically running east to link Brookdale and subsequently the Shingle Creek Trail system, Central Park and the City Hall/Civic Center Complex.
 - J. June Avenue South of 58th - Alternate trail route if trail through Thompson parcel is not possible.
 - K. Halifax Avenue South of 58th - Alternate trail route if the trail through the Thompson parcel or the June Avenue route is not possible.
 - L. Halifax Avenue North of 57th - Alternate trail route if trail route through June/Indiana Avenue is not possible.
 - M. Eckberg Drive Trail - Establish a trail link to Northport Park.
 - N. Twin Lake Boulevard East - Establish a trail segment on the west side of Twin Lake Boulevard East, running from Eckberg Drive to 51st Avenue.
 - O. 53rd Avenue East - Trail connects to France Avenue trail and runs east to Brookdale.
13. North Middle Lake Park Site - Potentially 25+ acres; 15.8+ acres south of Soo Line Rail Road with 1400+ lineal feet lakeshore and 9.2+ acres north of Soo Line Rail Road with potentially 1200+ lineal feet lakeshore.

This property is made up of former Joslyn Manufacturing property and Tri-State land property (i.e. Soo Line Rail Road) and one private residence near the railroad bridge.

The status of this land, on all concerned parcels is under review.

These 25+ acres would serve as a major activity node. Refer to sheet 2 of concept plan for a further idea on proposed uses for this parcel.

Access here is an issue. There's a need to provide a major vehicular park entry. Highway 100 up grading will change traffic patterns. Indiana Avenue and Lakeside Avenues will be closed. (Please refer to Hwy 100 upgrade comments attached here).

14. Lake Access - Lake Breeze Avenue & Twin Lake Avenue - Status and function is similar to the access on 53rd and Twin Lake Boulevard East. In consideration of all limitations for this access it also seems appropriate to designate it as a winter use only access.
15. South Middle Twin Lake (Currently Twin Lake Beach Park) - Approximately 3.4+ acres with the balance of the site being Highway 100 R.O.W.

This site will change dramatically with the upgrading of Hwy. 100. The site will become smaller, noise levels will increase and there will be a decrease in vehicle accessibility.

There is a large lot abutting this site to the north (Twin Lake Blvd. and Lakeside Ave.) and the lot's status is being reviewed. It may be desirable to acquire this lot due to the diminishing size of the current Twin Lake Beach Park.

16. Boat Launch Site - This site is currently MnDOT - Hwy 100 R.O.W. and the boat launch/perceived park and open space will decrease dramatically with the construction of the Hwys 100., 169 and 81 full cloverleaf. Please refer to attached Hwy. 100 upgrade comments. MnDOT will try to maintain the existing boat launch with 10 spaces.

Again, the Highway 100 upgrade presents a major loss of park and open space at this site. City(s) may wish to consider compensating for lost park and open space at other sites.

17. Humphrey Park (Robbinsdale) - This is a passive park with wildlife viewing areas and prairie grasses. The park contains a wood chip trail along Lower Twin Lake/Channel shoreline with scattered benches and rest stops/observation nodes. The park has a picnic area with a parking lot.

An existing suspension bridge links Humphrey Park to 46th Street (on the west).

18. Remnant Parcels/R.O.W. 46th & Indiana Avenue - 2 remnant parcels with 46th Avenue R.O.W. and Indiana Avenue R.O.W. needs to have it's status verified. These remnant parcels may be worked into an overall trail corridor system.
19. Wetland South of Proposed Hwy. 100 Frontage Road - Between France Avenue and Indiana Avenue approximately 5+ acres. These 2 parcels fall in Brooklyn Center and Robbinsdale. Their status is being reviewed. With the construction of the proposed frontage road it would be good to claim this site for parks and open space and a resulting trail corridor link/loop.

20. Park Parcels North and South of Soo Line Rail Road/West Side of Channel. - Approximately 16.5 acres +, the bulk of this acreage is in Crystal, (10.7 acres), with approximately 5.8 acres in Brooklyn Center. Land on the south side of the railroad (11.4 acres) is under the jurisdiction of the DNR. Land on the north side is all privately owned (residence).
21. Trail Corridor Linkages - Sheet 2 -
- A. 51st Avenue - Provides link from North Middle Lake site to France Ave. trail.
 - B. Lake Breeze Trail Corridor - Provides a link from France Avenue to Twin Lake Avenue (lake access, North Middle Lake site and south Middle Lake site).
 - C. Azelia Avenue - Provides north/south link from Lake Breeze Avenue to proposed Indiana Avenue pedestrian bridge.
 - D. South Middle Lake Site Trial - Provides links to Twin Lake Avenue, proposed Indiana Avenue pedestrian bridge and the new Hwy. 100 bridge with walkways on each side of the channel.
 - E. 46th Avenue - Provides link from channel to Humphrey Park.
 - F. Indiana Avenue - provides link from proposed Indiana Avenue pedestrian bridge south to 46th Avenue and Humphrey Park.
 - G. Trail Loop - South of Hwy 100 frontage road and between France Avenue & Indiana Avenue.
 - H. Halifax Avenue - 46th to Lake Drive provides link from Humphrey Park south to Lake Drive and potentially east to Minneapolis parkway system.
 - I. Lakeview Ave. (Robbinsdale) - Provides trail link from boat launch site to downtown Robbinsdale.
 - J. Quail Ave. /Orchard Ave. /Bass Lake Road (Crystal) - Links trail node at Highway 100 Channel Bridge all the way north to 58th Ave. There is an on grade railroad crossing being considered north of 52nd Ave. and Quail Ave.

B. WATER RESOURCES

1. Lake Access

There are three locations currently being used for launching boats on Twin Lakes. There is one each on Upper, Middle, and Lower Twin Lake. The access on Upper Twin is on the southeast side of the lake at East Twin Lake Boulevard and 53rd Avenue North. This site consists of an extension of 53rd Avenue large enough to launch a boat with no parking places available in the immediate vicinity. The launch site on Middle Twin is on the

southeast side of the basin at East Twin Boulevard and Lake Breeze Avenue in the vicinity of Twin Beach Park. This site is not large enough to launch more than one trailered boat at a time. Parking is a major problem at the launch site in conjunction with the swimming beach which is within one half block of the access. There is no room to turn around in the access so they must back in from the street. This causes traffic problems on a day with heavy launch and beach use. Twin Lake Avenue and Lakeview Avenue are posted no parking May 15 to September 15, so many lake users must park two blocks away on Azelia or in a local business parking lot after hours or on weekends.

The launch site on Lower Twin is located on the northwest part of the lake south of Highway 100. It is owned and maintained by the Minnesota Department of Transportation. Maintenance would include patching parking lot, sweeping, emptying trash receptacles and providing portable toilets. This access has an asphalt ramp approximately 50 feet wide with room to park approximately 10 vehicles with trailers. Ref. (A water surface use strictly of Twin Lake, DNR 1978).

The general condition of all accesses seemed to be good. The problems seem to be adequate parking adjacent to launch sites and fluctuating water levels which prohibit boats moving from one basin to another. There are existing channels connecting all the basins, but low water levels prohibit their use for most if not all of the year.

In the spring of 1987 the City of Robbinsdale was looking at putting some controls and limitations on the access to Lower Twin. The City was curious as to the impact this might have on DNR management policies for Twin Lakes. The DNR responded with a letter to Mr. Russ Fawbush, Parks and Recreation Director, outlining their management position on Twin Lakes. It was stated the DNR has a standard whereby for every 20 acres of water surface they recommend a minimum of one car/trailer parking space.

Currently the DOT access site meets that minimum requirement with 10 parking spaces. The DNR feels there are no other adequate access sites available on Twin Lakes.

If the city would choose to reduce the number of spaces and limit use through the access, there would be a number of ramifications from the DNR's perspective. First of all if the access is inadequate by DNR standards all fish management currently being done on the lake would be discontinued. Secondly, the City's chances of receiving any funds for the clean water program or any other resource improvement programs would be slim.

The following recommendations were made by the DNR:

- The City should continue to request that DOT permit maintenance by dredging the channel under Highway 100 to allow boat traffic under Highway 100.
- The DOT access should remain as it is.

- The City should look into surface use zoning regulations such as horsepower limitations or speed to control what happens on the lake.

2. Fishing

The DNR last surveyed Twin Lakes in June of 1985 for number of fish species and their general populations. A total of 15 species was reported. Northern pike, sunfish, and crappies were the prominent game fish surveyed. Northern Pike are plentiful with the fish being small to medium size. Their abundance is less than in 1980, but the population is maintained at higher than median levels through natural reproduction. The sunfish are pretty good size with higher than median numbers. Crappies shown good size distribution and numbers throughout the lakes. There appears to be a sizable population of rough fish (carp, bullheads, dogfish, etc.) but they don't seem to be causing any major problems with game fish populations.

Fishing pressure on Twin Lakes seems to be concentrated on the northern end of Middle Twin where the greatest water depth occurs. This is true during both summer and winter. Both Upper and Lower Twin are shallower than Middle Twin (See Lake Depth Map) and fishing pressure on them is minimal.

Fisheries management by the DNR on Twin Lakes has included stocking, monitoring winter oxygen levels, aerial fishhouse counts, and helping to manage storm water run-off.

Stocking of fry, fingerling, and yearling Northern Pike was done by the DNR up until 1976. There has been a well established population of Northern Pike that is being maintained through natural reproduction since that time and no further stocking has been done with Northern Pike or any other fish species.

The monitoring of winter oxygen levels has been done on a year to year basis with Upper and Lower Twin Lakes generally showing low enough oxygen levels to require aeration. The DNR believes that dredging the channel beneath Highway 100 would help fish populations by allowing movement from a low level oxygen basin (Lower Twin) to a higher level oxygen basin (Middle Twin).

Rough fish removal has not been tried on the Twin Lakes but is a possibility if their levels become too high.

Most if not all of the DNR's fisheries management programs hinge on maintaining viable public accesses to Twin Lakes. If these are maintained in accordance with DNR standards the DNR will continue to effectively manage the fish populations in Twin Lakes.

3. Swimming

There is currently one recognized swimming beach on Twin Lakes located on the south east side of Middle Twin. It is called Twin Beach Park and includes a sand beach area, some children's playground equipment, and a

shelter building. A sign is posted on the beach warning swimmers of power boat activity and that there is no life guard on duty. There is a total of 3 off-street parking spaces located adjacent to the beach/park area.

4. Non-Motorized Boating

Twin Lakes are used quite extensively by non-motorized boats for both fishing and non-fishing recreational pleasure. Canoeing or rowboating, inflatable raft use, and sailboating are the most popular non-motorized boating activities. These non-motorized boating activities seem to be appropriate for the size of Twin Lakes.

5. Motorized Boating

Twin Lakes are also heavily used by motorized boats for fishing and speed or pleasure boating which would also include waterskiing. Upper Twin has an especially high number of waterskiers with a club based on the lake and a ski jump located on the north end. Considering the size of Twin Lakes, it appears there may be a problem with the number of speed boats using the lakes. The Cities of Crystal, Robbinsdale, and Brooklyn Center proposed motor restrictions on the lakes but were turned down by Hennepin County. Twin Lake under the jurisdiction of the County because City line cross the lake.

6. Water Quality Analysis

The water quality of Twin Lake changes from basin to basin but generally Upper Twin has shown a considerably higher algae bloom than Middle or Lower Twin. The overall water color is green because of algae. The DNR measured water clarity in 1985 and found it to be 1.4 feet with 1-4 feet being poor and anything over 5 feet being good. Therefore water clarity would be considered poor.

There doesn't appear to be an erosion problem but there is heavy storm sewer runoff with fertilizers and pollution from the manicured lawns adjacent to the lake.

7. Special Considerations/Water Uses

It should be noted there is a property owner on Upper Twin that has a permit that allows him to maintain a pontoon plane on the lake.

There have been complaints by residents on Lower Twin of a duck/geese overpopulation problems. It is not known at this time whether there are isolated cases or if there genuinely is a widespread problem in the Twin Lake area.

On the north end of Upper Twin there is an official wildlife preserve which is about 3 to 5 acres in area. The property is directly adjacent to the lake so it does not have water access but most of the vegetation in the preserve is overstory trees. Many bird houses and feeders have been set up on the preserve, including wood duck houses.

Snowmobile use is permitted on Twin Lake by Hennepin County but is prohibited by Brooklyn Center. Site inspection showed heavy snowmobile use on Lower Twin and moderate to heavy use on both Middle and Upper Twin.

(In Robbinsdale use is prohibited in the City but allowed on Twin Lake with access thru the MnDOT P.A. by Highway 100 stay away from fisherman, shoreline.

9. Low & High Water Problems

Water level fluctuations over the past 30 years have caused both high and low water concerns on Twin Lake. In the late - 1950's, early 1960's and again in the mid-1970's low water levels were a problem. In the mid 1980's high water levels were a concern. The general consensus is that there is a need for greater control of the water levels on Twin Lakes. It has been cited in studies that the normal water levels on Twin Lakes are controlled almost exclusively by the culvert which is in place under France Avenue. An April 2, 1986 report from Hickok & Associates suggests that the water level in Twin Lakes can be stabilized by the construction of an overflow weir and the installation of additional culverts under France Avenue. The combination of an overflow weir and culverts would attempt to assure stable water levels both during wet and dry seasons. Any solution at France Avenue must take into account the Single Creek Watershed Management Plan developed in late 1986.

C. CRYSTAL'S COMMENTS ON TWIN LAKES

1. City maintains strip of parkland east of Twin Lake Terrace (between 49th: Fairview and 50th). It also maintains the Twin Lake Terrace R.O.W.. Adjacent homeowners also maintain this area. They set docks and tie boats in this zone as well. Homeowners do not want to see any use of this land by the public, even though it is public land.
2. Watercraft - Crystal wants to see greater limits, restrictions on watercraft. No more than 5 h.p. motors.
3. Homeowners - To homeowners Twin Lakes biggest problem is boating and surface water use issues.

Homeowners are against any public use of public land abutting, adjacent to Twin Lakes.

Homeowners are very possessive. They perceive the lake(s) are theirs. They feel justified to feel as they do because of the taxes they pay. Supposedly twice the rate as any other comparable dwelling in Crystal.

4. Water Quality -Ed Brandeen sees the biggest issue with Twin Lakes as water quality. He feels water quality needs to improve dramatically. He feels it's futile to plan to upgrade lake facilities if the water quality does not improve.

Storm sewer run off and stormwater runoff need to be regulated.

Crystal kids previously used the Twin Lake Beach for swimming lessons, but no more. They now use pools. Crystal feels more people would rather use pools these days. Only sunbathing takes place.

D. UPGRADED HIGHWAY 100

Note: All comments stated here and all future upgrade routings shown on sheet 2 are subject to change.

Comments from Evan Green MnDot (593-8537)

1. Hwy. 100 is to become a 6 lane freeway soon, early to mid 1990's. It will be 6 lane from I-694 to I-494.

Highways 169 (north), 81 (south) and Hwy. 100 interchange is to become a full cloverleaf interchange. Basic Hwy. 100 upgrade studies were done in 1969 - 1970... They are now being reviewed and updated again. Plans are not finalized.

The West Broadway Avenue bridge is to be replaced in 1990. The 36th Avenue north bridge is to be replaced in 90-91 (November 1990).

2. Twin Lake (south) Boat Launch/Access - A public lake access shall remain after the interchange improvements. MnDOT will try to maintain the park, and boat launch as much as possible.

They will try to work within the existing R.O.W. as much as possible. There will be some land taking/home acquisition in the NE/North quadrant of 169 & 81/100.

3. Channel Dredging - City of Robbinsdale along with the D.N.R. has completed dredging of the channel under highway 100 between lakes.
4. Indiana Avenue & Highway 100 - A signal that now exists at Indiana & 100 was initially only to be temporary...but it stayed.

Indiana Avenue access to Hwy. 100 will be closed. Potentially a pedestrian bridge could be built over 100 at the Indiana Avenue alignment.

Access to the neighborhood affected by the closing of Indiana would be via an expanded frontage road linking France Avenue to the existing frontage road.

Serving the office/professional complex south of Hwy. 100 and east of the channel is a problem.

5. France Avenue & Highway 100 - This interchange is slated to be a full diamond interchange, pending further review and revision of plans.
6. Soo Line Railroad Bridge & Highway 100 - There's a design challenge to get under it... water table and lake elevations. It's a worse problem to go over the railroad. Whatever is finally decided here really affects the design of the France Avenue interchange and even the Indiana Avenue interchange.

Indiana Avenue is affected more by the bridge over the Twin Lake Channel.

7. City's Cooperation With MnDOT - Brooklyn Center, Crystal and Robbinsdale should make proposals to MnDOT on how they would like Highway 100 development to proceed. Identify how it affects them, determine what their needs are.

The City's should be working with MnDOT on the developments in the Hwy. 100 corridor. They should be making their requests known now before plans become finalized.

D. ROBBINSDALE'S COMMENTS ON TWIN LAKES

Comments from Russ Fawbush

1. Latest Development - Since Hennepin County is the current governing body, Robbinsdale is attempting to establish legislation that gives it total control of Lower Twin Lake. This was done out of frustration with the differing goals of Crystal and Brooklyn Center. It is now named Lower Twin Lake not South Twin Lake.
2. The problems as Robbinsdale sees them are:
 1. Snowmobile problems - winter
 2. Wake problems - speedboats
 3. 3 wheel, 4 wheel, all terrain vehicles - winter
3. Robbinsdale intends to develop it's resources as it perceives as in it's best interests without regard to the desires of Crystal and Brooklyn Center.
4. Robbinsdale wants to control motor size on boats.
5. A public boat launch of 10 spaces will be built on Lower Twin. These 10 spaces are appropriate for 200 acres of water surface. 200 acres takes up all three lakes.

DNR is for the general public using the lakes and does not consider adjacent homeowners.
6. State/Robbinsdale have dredged channel.
7. Would like to see floating boardwalk or future alternative on the channel between Lower Twin and Middle Twin.
8. There is an area resident 'war' between lakefront apartment renters who dislike the motor boat and snowmobile noise caused by homeowners on the south shore or coming from the public access. Those who use the lake surface would like better access to the other lakes which would bring more complaints from the renters.

Twin Lake Study
Page 14

MnDot - Highway 100 Upgrade Contacts:

Evan Green - Project Manager
MnDot
2055 North Lilac Drive
Golden Valley, MN 55422
(612) 593-8537

or Evan's Boss

Carl Hoffstedt
District Transportation Planning Eng.
(same address as above)



Twin Lakes, Part II (Recommendations)

I. Goals

- A. Establish improved working relationships with all affected communities and agencies.
- B. To provide safe, pleasant open space recreation in a system which will offer the range of facilities and programs to accommodate all potential park users in the community (s) for all seasons of the year.
- C. To preserve and protect the natural environment with emphasis on conservation of natural resources for the present and future use of the City(s) residents (Brooklyn Center, Crystal and Robbinsdale).
- D. Improve water quality of the Twin Lakes Chain.
- E. To promote safe, convenient and coordinated facilities for alternative means of movement and transportation throughout the City of Brooklyn Center and adjacent communities (currently Eastern Crystal and Northern Robbinsdale).

II. Policies

- A. Establish a comprehensive lake use policy involving all three municipalities.
 - 1. Basic lake access policy
 - a. number of accesses
 - b. locations
 - c. general condition of access/basic facilities provided
 - d. vehicle and watercraft trailer parking
 - e. agency policies and restrictions.
 - f. users: adjacent property owners vs. the general public.
 - 2. Types of use policies
 - a. fishing - implications of summer: winter, fishing from water craft or shore.
 - b. swimming - beaches (existing and proposed, review impact or preference for pools.
 - c. non-motorized watercraft - canoeing, sailing, wind surfing, rowing, rafts.
 - d. motorized watercraft - type and size of watercraft, water skiing, motor size restrictions.
 - e. Special considerations:
 - 1. Airplanes, skido's, snowmobiles
 - 2. Low & high water problems

- C. Establish an improved water quality policy
 - 1. Review existing stormwater management plans
 - 2. Review all relative water quality data to date (agency clarity studies and identification)
 - 3. Monitor pollution (stormwater runoff, quantity and quality)
 - a. Streets and roadways, storm sewer runoff (salt and petroleum factors)
 - b. Industrial (commercial runoff (chemical pollution)
 - c. Residential surface runoff (lawns, fertilizer application).
 - 4. Review shoreline erosion (watercraft wake problems).
- D. Review City(s) Park classification system
 - 1. How do the proposed park sites and trail corridor fit into the City(s) overall park system plan and open space system.
 - 2. Develop trail standards.
- E. Unify existing and proposed park facilities via links by trail corridors and linear parks.
 - 1. Provide access points, trails heads, opportunities to utilize the system.
 - 2. Establish neighborhood linkage with feeder trails to provide a coordinated trail and linear park system.
 - 3. Link community facilities with the trail corridor to metro wide trail systems (Minneapolis Parkway System, Hennepin Co. Trail Network, adjacent community trail networks).
 - 4. Evaluate types of trails needed (user survey's)
 - a. Pedestrian (walk, hike, jog)
 - b. Bike and or roller skates, skateboards
 - c. Winter use - cross country ski, snowshoe
 - d. Vita course and or exercise course system
- F. Implement Acquisition, Development and Maintenance Policy(s)
 - 1. Establish a capital improvements program
 - a. establish acquisition budgets & program
 - b. establish development budgets & program
 - c. establish maintenance budget and program.

2. Identify and clarify parcels to be acquired then begin acquisition program.
 3. Review and rework parks dedication requirement formula/computation for all new development and construction. (Parcel acquisition or cash payment for future parks acquisition and/or development.
 4. Establish a development and continued maintenance program policy.
 5. Upgrade existing recreational facilities
- G. Establish ongoing cooperative working relationship with all affected communities and agencies (City of Crystal, City of Robbinsdale, DNR, Army Corps of Engineers, MnDOT, Soo Line Railroad). Also coordination with City Departments - HRA - Redevelopment.
- H. Establish ordinance authority and enforcement methods.
1. Park police to patrol - curfew and alcohol enforcement
 2. Vehicle patrol - snowmobile use, all terrain vehicle use, motorcycles, bicycles, skateboards and rollerskates.
 3. Monitor and control illegal dumping on park property.

III. RECOMMENDATIONS - ACQUISITION

Recommendation is made to proceed with acquisition of the following parcels into the park system.

	Site	Area
A.	Physically incorporate the two vacant lots south of 6012 Kyle Ave. Plus the unimproved Kyle Ave. R.O.W. into the overall context of Kylawn Park. i.e. expand skating or potentially expand wetland trail loop	.7 Acre.
B.	Finalize acquisition (through tax forfeiture) of the South Kylawn Park site (Moorwood Townhouses) approximately 7.0+ acres.	7.0 Acres.
C.	Assume control of the 59 1/2 Ave. R.O.W. West of June Ave.	.2 Acres.
D.	Acquire the 30' to 40' x 800' buffer strip east of Shores Drive. This could be achieved by outright public R.O.W. dedication or obtaining an easement of the buffer strip. If this isn't possible, obtain an easement of the east shoulder of Shores Drive.	.6 Acres.
E.	Acquire the parcel from the Preserve to Bass Lake Road (Property in Crystal).	(3.8 Acres.)

- | | | |
|----|--|-------------------------------------|
| F. | Acquire the Thompson Parcel 2.1+ acres of obtain a trail easement along the east side. | 2.1 Acres. |
| G. | Acquire the George D. Crosby parcel 5621 Indiana Avenue 2.5+ acres or obtain a minimum of a trail easement connecting the Thompson Parcel to Indiana Avenue. | 2.5 Acres. |
| H. | Acquire the west 100' - 150' of 5331 Halifax Avenue .5+ acre or obtain an easement for a trail linking the 56th Ave. R.O.W. to the Eckberg Drive Site. | .5 Acre. |
| I. | Acquire the west 800' of 5427 Twin Lake Blvd. east 1.8+ acre to give the Eckberg Drive site full use of the south shore of the peninsula. | 1.8 Acre. |
| J. | Acquire property for the proposed North Middle Lake Park Site along with property on the west side of the channel and north of the railroad R.O.W. This would involve acquiring one (1) parcel north of and including the unimproved 51st Ave. totalling approximately 1.5 acres; 8.2 acres from Tri State Land, south of the unimproved 51st Ave. and north of the Soo Line Railroad; 15.8 acres south of the Soo Line Railroad and north of Twin Lake Ave. (former Joslyn Manufacturing Property); 4.1 acres for the private residence west of the channel and north of the railroad R.O.W. The access to this parcel (1.0+ Acre) is located in Crystal. | 29.6 Acre.
(1.0 Acre)
Crystal |
| K. | Acquire the .9 acre parcel at Twin Lake Blvd. and Lakeside Avenue adjacent to the Twin Lake Beach site. This would increase or at least maintain the size of the site after the perceived open space is lost with the upgrading of Highway 100. | .9 Acre. |
| L. | Acquire the 5.0+ acres south of Highway 100 between France Avenue & Indiana Avenue. | 5.0 + Acre. |

TOTAL RECOMMENDED ACRES TO BE ACQUIRED ITEMS A-L 50.9 ACRES.

IV. RECOMMENDATIONS - DEVELOPMENT

The following facilities are recommended for development.

SITE	TYPE OF DEVELOPMENT
A. Kylawn Park - East Side	250 - 300 L.F. Wetland Trail
B. South Kylawn Park site and 59 1/2 Ave. R.O.W.	820 L.F. Paved Trail 1 - bridge or culvert crossing 1 - Trail node
C. Shores Drive Buffer Strip	800 - 825 L.F. Paved Trail

- | | | |
|----|--|--|
| D. | Bass Lake Road/Shores Drive Crosswalk | Painted Crosswalk with Signals |
| E. | Bass Lake Road Park Site | <ul style="list-style-type: none">o 1200 L.F. Paved Trailo Paved Parking Lot With Access Drives (15,000 Sq.Ft.) 30 Spaceso Canoe Landing - Sand Pado Picnic Tables and/or Shelterso Playground/tot loto Site Fixtures - lighting and trash receptacles. |
| F. | Big Island Access Site | <ul style="list-style-type: none">o 700 L.F. Paved Trailo Canoe Launcho Trail Nodeo Potential Bridge to Big Island |
| G. | 57th Ave./58th Ave. (Major to Bass Lake Road) | <ul style="list-style-type: none">o 800 L.F. Trail Undesignated Service |
| H. | Bass Lake Road/58th Avenue Crosswalk (Crystal) | <ul style="list-style-type: none">o Painted Crosswalk with Signals |
| I. | The Preserve southeast to Bass Lake Road Crosswalk | <ul style="list-style-type: none">o 1200 L.F. Paved Trail with 550 L.F. existing sidewalk along Bass Lake Roado 1 Trail Node |
| J. | Thompson Parcel | <ul style="list-style-type: none">o 400 L.F. Paved Trailo 1 - bridge or culvert Crossing to Crosby Parcel |
| K. | Crosby Parcel | <ul style="list-style-type: none">o 600 L.F. Paved Trail |
| L. | Indiana Ave. R.O.W. (Crosby Parcel to 56th Ave.) | <ul style="list-style-type: none">o 475 L.F. Striped road shoulder |
| M. | 56th Ave. Lake Access | <ul style="list-style-type: none">o 200 L.F. Paved Trail or Undesignated Surface |
| N. | Eckberg Drive Site and West Portion of 5531 Halifax Ave. | <ul style="list-style-type: none">o 2800 L.F. Paved Trailo 3 Trail Nodeso 3 potential culvert crossing(s) |
| O. | Eckberg Drive to 51st Ave. | <ul style="list-style-type: none">o 3600 L.F. Striped Road Shoulder |
| P. | Eckberg Drive to Northport Park | <ul style="list-style-type: none">o 900 L.F. - undesignated Surface |

- | | | |
|-----|---|---|
| Q. | North Middle Lake Site Plus: | |
| | o Expanded Beach | o 2400 L.F. Paved Trail
(includes segment in Crystal) |
| | o Canoe Launch | o 2300 L.F. Trail 51st Ave. |
| | o Picnic Tables and/or
Picnic Shelters | o Alignment, France Ave. to
Soo Line Bridge Crossing
Undesignated Surface |
| | o Seating Nodes | o Crossing under Soo Line Bridge |
| | o 2 Softball fields | o Channel Crossing (Bridge) |
| | o 4 Tennis Courts | o Restrooms/Shelter |
| | o 2 Half Court Basketball | |
| | o Play Equipment | |
| R. | Lake Breeze Trail Corridor (France
Ave. to Twin Lake Ave.) | o 2100 L.F. Trail Undesignated
Surface |
| S. | Twin Lake Ave. Trail Corridor | o 1150 L.F. Trail Undesignated
Surface |
| T. | South Middle Lake Site | o 2300 L.F. Paved Trail Includes
link to Indiana Ave. Ped.
Bridge and new Highway 100
Channel Bridge |
| U. | Boat Launch Site (Robbinsdale) | o 1600 L.F. Paved Trail new
Channel Bridge to Lakeview Ave. |
| V. | Lakeview Ave. (Robbinsdale) | o 1200 L.F. Trail Undesignated
Surface |
| W. | 46th Ave. No. Trail Corridor
(Robbinsdale) | o 1800 L.F. Trail Undesignated
Surface Humphrey Park to New
Channel Bridge |
| X. | Indiana Ave. (Robbinsdale) | o 500 L.F. Paved Trail New
Pedestrian Bridge to 46th Ave. |
| Y. | Azelia Ave. | o 800 L.F. Trail Undesignated
Surface. |
| Z. | Wetland Trail - south of Hwy. 100
Frontage Road | o 2400 L.F. Woodchip Trail or
alternate |
| AA. | Halifax Ave. (Robbinsdale) | o 1250 L.F. Paved Trail Humphrey
Park to Lake Drive |
| BB. | Orchard Ave./Quail Ave. Bass Lake
Road Corridor (Crystal) | o 8500 L.f. Striped Road Shoulder
Hwy. 100 Channel Bridge to 58th
Avenue. Utilizes an additional
2000 L.f. of existing sidewalk
along Bass Lake Road. Plan for
an on grade trail crossing over
the Soo Line Railroad. |

- DD. Lake Drive (Robbinsdale) o Existing Sidewalk
 - EE. France Ave. (Brooklyn Center) o Existing Sidewalk
 - FF. 61st Ave. - Kylawn Park to Wangstad Park
 - GG. Bass Lake Road - North and South Sides o Existing Sidewalk
 - HH. Major Access Road to North Middle Lake Site
 - II. Develop signage system for the complete Twin Lakes Trail Corridor
- Alternate Trail Routes
- "B" June Ave. - South of 58th o 700 L.f. Striped Road Shoulder
 - "B & C" Halifax Ave. - South of 58th o 1600 L.F. Trail Undesignated Surface

V. Benefits

With the three (3) Lakes being linked, all three (3) Communities are forced to work cooperatively and share the benefits.

The following benefits are a result of the acquisition of parcels and the subsequent development of them.

- A. Increased or maintain recreation facilities and open space opportunities (off-setting the loss of open space to future developments)
- B. Cohesiveness of functional neighborhoods without regard to municipal boundaries.
- C. The trail corridor presents an alternate means of movement within and between the community(s).
- D. Natural Resources are preserved and/or improved.
- E. Water Quality is improved.
- F. Control on Lake usage is facilitated, equalizing use opportunity and maintaining public safety.



WESTWOOD PLANNING & ENGINEERING COMPANY

April 1, 1988

The Preserve, Part I (Findings)

BROOKLYN CENTER, MN

PART I FINDINGS STATEMENT

PROPOSED

1. Name / Identity Issue - The identity of the parcel is confusing.

Brooklyn Center refers to the area as "The Preserve", Crystal refers to it as "MAC Park", actual signage at 60th and Regent reads "Crystal MAC Wildlife Area", actual signage at Noble Ave (61st) reads "Crystal - Brooklyn Center MAC Wildlife Area."

This area needs to be "marketed", and for marketing purposes it needs a unified name.

- 2A. Signage - General Issues - There is a major need for access, directional, and locational signage. Signage is needed to direct users to access points, to let them know where they are at at a given point, and to let them know where they are going.
- 2B. Signage System - There is a major need for a unified signage system (for identity, access, locational, directions, regulatory signage). Concerning style or type of signage, a good model is the existing Arboretum signage (for entry & identity).
- 2C. Regulatory Signage - Its posted throughout The Preserve "No Snowmobiling."
3. Access Points to the Preserve - The site has numerous access points, but which are very low key.

S.W.: 60th & Regent - Parking is available here it looks like a mini trailhead...gravel surfaced lot. Actual number of spaces was verified. It mainly appears to be for the Babe Ruth Baseball Field Parking.

S.W.: 60th & Quail - Existing pedestrian trail access. There's a need for a bridge across the ditch/small ravine north of 60th & Quail to get to the main East/West trail.

East: N.W. Corner of Twin Lake North Condo's - NOTE: There's implied access all along the main north/south roadway on the west side of the condominiums.

North: Orchard Lane School/Noble Ave/The Arboretum - Existing paved parking lot exists (19 spaces) (mini trail head) at south end of the Arboretum west of 61st & Lee (61st dead ends to parking lot.)

Additional Access - There's a need for more access from the east - Kylawn Park and potentially from the neighborhood to the N.W. (61st & Regent). An access link is being considered to the S.E. that would tie in directly to the proposed Twin Lakes trail system.

4. Unify Adjacent Park Sites - It would be advantageous to unify The Preserve, The Arboretum, Kylawn Park, The South Kylawn Park parcel and potentially Orchard Lane School site as a contiguous unit, to make them not seem or be so fragmented.
5. Joint Use? - There's not a real, joint, working relationship existing between Brooklyn Center and Crystal for the development and maintenance of The Preserve. Crystal perceives they are doing the bulk or all of the development and maintenance to date. Crystal perceives its basically their park. It's technically located within the Crystal city limits.

It was my feeling that Crystal was reluctant to ask Brooklyn Center for assistance on anything. Crystal has done most development (woodchip trails and timber foot bridges) through the Tree Trust program. Crystal has supplied their own woodchips for trails.

Brooklyn Center, Crystal, MAC and affected School Districts need to develop the best working relationship possible.

6. Terms of Lease - The MAC lease is yearly and seems too tentative. It's hard to not be reluctant to make any type of development commitment when everything seems so speculative. The MAC lease appears so forceful as to reserve the right to retake control of the parcel and subsequently the Cities are suppose to restore the land to original condition. This provides no incentive for improvements by the municipalities.

Eighteen (18) years have passed since the lease was written and signed. MAC must have a better idea of its needs and long range plans for this parcel of land.

It would be good to have a total review of the lease, get current input from all concerned/ affected parties and rewrite/ re-negotiate the lease.

What role do area school districts play in development and maintenance of the parcel? They are named in the lease as having input.

7. Type and Scope of Future Development for the Preserve - Crystal envisions The Preserve as having the potential to be developed as a facility similar to Wood Lake Nature Preserve in Richfield.
8. Existing Trail and Boardwalk Conditions - The trail system that currently exists can be described as a large loop that rings the periphery of the 40 acre parcel. This loop system has a small diagonal link in the S.W. corner. The actual trail corridor can be classified as 3 types:
 - Wood Chip
 - Boardwalk
 - Small timber foot bridges

Transition between these 3 types is awkward and the overall experience is fragmented.

- 8A. Woodchip trail, boardwalk, bridge width - all of these have been constructed too narrow! Its generally not feasible to walk the trail, boardwalk or bridges two abreast. For necessity's sake, a pair of trail users finds themselves walking single file and especially when meeting individuals or an individual and a pet (dog).

Existing widths really vary 4, 5, & 6' wide at the most. These widths are not conducive to a good comfort zone when walking two abreast or meeting someone.

The trails should be upgraded to an 8' width minimum, this would provide a good comfort zone to users and would be the appropriate width for all-season maintenance (summer restoration work; winter snow removal, grooming).

Ironically, the trail, boardwalk and bridges are not conducive to any kind of maintenance program requiring vehicles or equipment because of narrow width and load limit/ structural restrictions and limitations.

- 8B. Inadequate Trail Base and Surfacing - The bulk of The Preserve trail is wood chip. This presents several problems, the main one being the woodchips simply don't stay in one place.

It was good to review trail conditions in the spring to observe wet or low spots. (Although the Spring of '88 wasn't a wet one.) The bulk of The Preserve parcel is low, wet and marshy and it was obvious that the greater percentage of trail length has inadequate base. There's a need to increase the base, raise it up to keep the wearing surface dry.

Woodchips tend to blow, float and simply disintegrate. There is a segment of trail running from the gravel parking lot at 60th & Regent east to the boardwalk, that has timber edgers, but here the problem tends to be uneven wearing surface due to settling and disintegration of woodchips.

With the woodchip trail not staying in place, aggregate or crushed stone material would function better and stay in place.

- 8C. Condition of Main Boardwalk - The main boardwalk runs a distance of approximately 400' east to west, from just north of 60th & Perry, east to just north of the NW corner of the Twin Lake North Condo's located in Crystal.

The boardwalk consists of rough sawn timbers nailed to parallel lengths of recycled utility poles. Because of construction technique, narrow width and lack of continuity from section to section; they are precarious to walk on. A wider width and handrails would do much to the experience of walking across this segment.

8D. Small Timber Foot Bridges - These are all of new, recent construction and were built by Tree Trust personnel. These bridges are located at scattered locations along the northern trail loop/segment. They have a wood ramp at each end of the center span section. The existence of handrails on these needs further review.

9. Maximize The Preserve Experience - There is a need to really experience the site. Trails and boardwalk/bridges run along the periphery of the parcel. The user feels left on the fringes. A goal should be to create real interaction between the user and the site via varied trail routings and observation areas.

Habitat needs to be developed for waterfowl as well as small mammals and other wildlife as can be environmentally accommodated. For waterfowl, it would be good to expand and create open water areas, with islands for waterfowl nesting sites.

10. Visual Interest - The area has a minimal amount of natural diversity and is dominated by "alder thicket" and sedge or wetland vegetation types. This area often can be a wildlife habitat area, but is frequently visually unappealing to the general public for even trails. It can be improved by grading and planting to develop some areas of open water and small "nobs" of high ground for hardwood trees.

11. Wildlife - Although an on-site analysis of wildlife species showed little or none wildlife activity, the habitat present suggests it's capable of supporting a wide variety of wildlife including ducks, pheasants, muskrats, songbirds and many others.

One possible reason for the lack of wildlife sign is that there may be a severe cat/dog harassment problem from surrounding neighborhoods. Dog tracks were observed throughout the preserve and they maybe preventing wildlife from fully utilizing the Preserve. Cats are also a problem because they tend to prey on ducklings, pheasant chicks, and songbirds.

12. Trapping - There may be a problem with trapping in the Preserve the City is not aware of at this time. Two men were observed trapping late February, 1988. It is not clear if this is an allowed use. If this is perceived as inappropriate, it may be in the City's best interests to post signs prohibiting trapping and all other taking of animals within the Preserve and to more closely monitor the Preserve for illegal activity.

13. Additional Development Needs - The Preserve needs seating areas. These can function with dual roles, providing rest stops/comfort stations as well as observation nodes for vegetation and wildlife. The only seating that currently exists is three scattered benches south of 61st & Noble Ave.

There is also a need for interpretive signage for wildlife and vegetation.

Lighting and trash receptacles need to be considered as well as picnicking, possibly in the S.W. corner .

The trail appears to have users (those out for a walk or exercising pets), but so much more can be done to maximize The Preserve experience.

14. Cross Country Ski Trails - Crystal would like to expand their cross country ski program. They would continue to ban snowmobiles in The Preserve.
15. Ratio of L.F. Trail to Wildlife Population - Crystal feels it would be good to review the ratio of lineal foot of trail to amount of wildlife population. Their feeling is, if we increase the lineal feet of trails, we disturb more area and will subsequently reduce wildlife levels.
16. Crystal Engineering Department recently arranged dredging of the channel from MAC Park (The Preserve) south to North Twin Lake. They created, an improved open water situation.
17. Dual Trails - A dual trails head south from 61st & Noble to the N.W. corner of Twin Lake north Condo's, straddle a hedgerow/fencerow on the east and west. This seems unnecessary, but its obvious Crystal uses the west side, and Brooklyn Center uses the east. This trail should be reworked into a single trail with a more interesting alignment.
18. The Preserve/West Kylawn Park - Selective cleanup is needed to remove the large amount of dead or windblown trees.

The Preserve, Part II (Recommendations)

I. Goals

- A. To preserve, protect and increase wildlife habitat with an emphasis on educational opportunities to the user of The Preserve.
- B. To promote all season recreational use of the Preserve (intent would include the arboretum and Kylawn Park as well).
- C. To incorporate The Preserve trail routings into the Twin Lake trail system.
- D. Establish improved cooperative working relationships between Brooklyn Center, Crystal, and M.A.C..

II. Policies

- A. Establish a program for wildlife habitat management
- B. Emphasize educational opportunities more. Establish an interpretive program.
- C. Review City(s) Park Classification System
 - 1. How does The Preserve fit into the City(s) overall park system plan and open space system?
 - 2. Develop trail standards
- D. Link The Preserve to the proposed Twin Lake trail system.
- E. Implement a development and continuing maintenance policy.
 - 1. Establish a capital improvement program
 - a. establish development budgets and program
 - b. establish maintenance budgets and program.
 - 2. Upgrade existing facilities.
- F. Establish improved cooperative working relationship with Crystal and all affected agencies (DNR, M.A.C., School Districts).

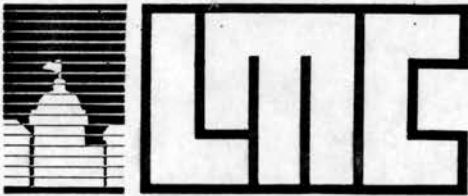
III. Recommendations - Development

- A. Upgrade all existing trails to remain to a minimum 8' trail width.
- B. Reconstruct and upgrade the major section of boardwalk - approx. 400 lineal feet.

- C. Review policy of woodchip trails in wetland areas. Make decision on upgrading to granular trails.
- D. Construct 4750 lineal feet of paved trail linking the south Kylawn Park site and The Arboretum to the existing gravel parking lot on the southwest corner of The Preserve.
- E. Construct an additional 2400 L.F. of woodchip trails or upgrade to granular. This number is above the 2100 L.F. of trails to remain in the same alignment.
- F. Expand open water areas as generally shown on the concept plan to create increased waterfowl habitat.
- G. Construct an additional 600 L.F. of woodchip trail or upgrade to granular in the wet Kylawn park segment.
- H. Construct 12 trail nodes and/or interpretive areas.
- I. Upgrade the gravel parking lot (60th & Regent) to a bituminous surface. Create a better identified trail head.
- J. Review existing small timber foot bridges and determine transition and modification to 8' wide trail corridor. Also determine modification on and around these for maintenance purposes.
- K. Expand, develop picnic facilities. Review coordinating a facility with the Babe Ruth Baseball Field.
- L. Build additional bridge and/or culvert crossings as determined in the field (5 to 6?).
- M. Enclose The Preserve with a minimum 6' high fence to control cat/dog predation problems
- N. Review policy on trapping/hunting in The Preserve and take appropriate action, i.e. signage, enforcement, etc.

IV. Benefits

- A. The Preserve dramatically expands open space facilities in this area of Brooklyn Center and Crystal.
- B. Development creates increased recreation facilities for Brooklyn Center and Crystal.
- C. The Preserve provides educational opportunities for the school district(s) and the residents of Brooklyn Center and Crystal.
- D. Promotes preservation and upgrading of wildlife and wildlife habitat.
- E. The Preserve accomplished coordination and linkage to the proposed Twin Lake Park and trail system, mutually enhancing all facilities.



League of Minnesota Cities

183 University Ave. East
St. Paul, MN 55101-2526
(612) 227-5600 (FAX: 221-0986)

Date: Nov. 18, 1988

To: City representatives or Managers, Administrators or Clerks
of cities with local police or paid fire relief associations

From: Stan Peskar, General Counsel

Subject: 13th Check or Double COLA, 89 session resistance fund

Enclosed please find an invoice for your city's share of funds to oppose the 13th check. The November 8th meeting of the representatives of cities with local police or paid firefighter relief associations agreed to the contribution schedule which you received in the October 26th mailing.

They also selected four local police or fire funds for Touch Ross to study. With the two Minneapolis funds which have already been studied and the additional four representative studies, Touch Ross will soon be in a position to project the financial consequences of 13th check legislation for each of the 27 cities and for the state as a whole. They will also be in a position to help the legislators and cities ask the right questions and know whether all those questions are fully answered, when pension legislation affecting the local funds is considered.

A governing committee was also selected, to handle direction of these efforts between meetings of all 27 cities. The members of that committee are as follows:

William Bassett	Mankato	Manager (chairman)
Gary Norstrem	St. Paul	Treasurer
Paul Utesch	Rochester	Director of Finance
Dallas Peterson	Minneapolis	Manager-finance
Robert Bocwinski	Columbia Heights	Manager
Pat Hentges	Faribault	Administrator
James Prosser	Richfield	

-over-

The governing committee will meet on Friday, December 9th at 10 am at the League office in the Board Room, but the larger group also agreed that the governing committee could meet and act by a phone conference.

Keep in mind that for every city affected, the proposed contribution is infinitesimal when compared to the long range cost of 13th check legislation. Further, any unused funds will be returned in proportion to contributions.

Call me if you have any questions.

Minnesota Cities - Double Escalator Study

P.03
612 375 5418

Group A

Well funded, lower proportion of retirees

	Active Members	Retired Members	Accrued Liability (1000's)	Assets	Total Normal Cost	Percent Funded	Ratio Retired To Total
Crookston Fire	8	3	839	678	18.77%	80.8%	27.3%
Red Wing Fire	15	8	4,768	3,374	28.52%	70.8%	34.8%
West St. Paul Fire	13	8	5,041	3,952	26.49%	78.4%	38.1%
Bloomington Police	70	21	22,644	21,700	32.97%	95.9%	23.1%
Crookston Police	7	5	1,464	1,163	22.39%	79.4%	41.7%
New Ulm Police	9	7	3,059	2,140	26.82%	70.0%	43.8%
Richfield Police	27	18	9,495	6,868	25.52%	72.3%	40.0%
St. Louis Park Police	36	23	12,749	9,420	25.22%	73.9%	39.0%
Virginia Police	14	11	4,045	3,458	23.76%	85.5%	44.0%
West St. Paul Police	17	3	4,109	3,761	25.72%	91.5%	15.0%

Group B

Well funded, higher proportion of retirees

	Active Members	Retired Members	Accrued Liability (1000's)	Assets	Total Normal Cost	% Funded	Ratio Retired To Total
Anoka Police	3	6	2,816	1,902	25.06%	67.5%	66.7%
Chisholm Police	1	5	1,059	883	16.90%	83.4%	83.3%
Crystal Police	11	17	6,075	4,542	24.95%	74.8%	60.7%
Fairmont Police	8	8	3,660	2,456	37.31%	67.1%	50.0%

Minnesota Cities - Double Escalator Study

P.04
612 375 5418

Group C

Poorly funded, lower proportion of retirees

	Active Members	Retired Members	Accrued Liability (1000's)	Assets	Total Normal Cost	% Funded	Ratio Retired To Total
Duluth Fire	109	107	42,418	11,943	22.99%	28.2%	49.5%
Hibbing Fire	24	14	5,498	1,618	18.70%	29.4%	36.8%
St. Cloud Fire	28	19	10,563	4,088	27.31%	38.7%	40.4%
St. Paul Fire	339	269	140,613	66,241	22.63%	47.1%	44.2%
Winona Fire	30	24	11,430	4,430	26.47%	38.8%	44.4%
Hibbing Police	21	12	4,547	1,783	20.21%	39.2%	36.4%
Brainerd Police	8	10	3,342	1,649	24.40%	49.3%	55.6%
Austin Fire	18	23	8,476	4,171	28.37%	49.2%	56.1%
Winona Police	24	27	9,062	3,277	25.82%	36.2%	52.9%
Fairbault Fire	12	14	5,831	2,670	26.95%	45.8%	53.8%

Group D

Poorly funded, higher proportion of retirees

	Active Members	Retired Members	Accrued Liability (1000's)	Assets	Total Normal Cost	% Funded	Ratio Retired To Total
Columbia Heights Fire	1	8	2,630	1,109	30.78%	42.2%	88.9%
Hankato Fire	8	32	8,699	2,212	20.28%	25.4%	80.0%
Virginia Fire	3	19	4,174	1,814	24.90%	43.5%	86.4%
Thief River Falls Police	0	2	350	145	0.00%	41.4%	100.0%

Minnesota Cities - Double Escalator Study

P.05
612 375 5418

Group E

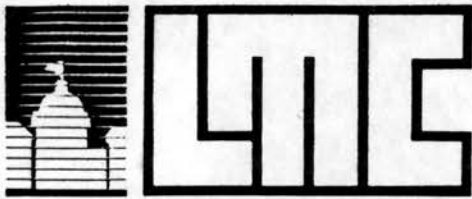
Medium funding and lower proportion of retirees

	Active Members	Retired Members	Accrued Liability (1000's)	Assets	Total Normal Cost	% Funded	Ratio Retired To Total
Rochester Fire	59	50	22,684	11,643	21.31%	51.3%	45.9%
South St. Paul Fire	17	13	5,851	3,252	21.16%	55.6%	43.3%
Albert Lea Police	17	15	6,592	4,171	25.28%	63.3%	46.9%
Fairbault Police	17	10	3,726	2,408	19.61%	64.6%	37.0%
Rochester Police	67	46	21,984	12,483	20.86%	56.8%	40.7%
St. Paul Police	435	254	144,819	80,867	22.26%	55.8%	36.9%
St. Louis Park Fire	20	12	8,392	4,816	27.25%	57.4%	37.5%

Group F

Medium funding and higher proportion of retirees

	Active Members	Retired Members	Accrued Liability (1000's)	Assets	Total Normal Cost	% Funded	Ratio Retired To Total
Austin Police	14	20	10,232	5,398	32.31%	52.8%	58.8%
Columbia Heights Police	5	9	3,832	2,139	31.73%	55.8%	64.3%
Red Wing Police	8	15	6,432	3,869	37.47%	60.2%	65.2%
South St. Paul Police	16	19	10,018	5,656	26.42%	56.5%	54.3%
St. Cloud Police	21	21	10,386	5,966	34.04%	57.4%	50.0%
Richfield Fire	12	24	8,779	4,838	28.81%	55.1%	66.7%
Albert Lea Fire	17	14	7,739	5,269	33.67%	68.1%	45.2%
Hankato Police	11	25	9,496	4,891	27.62%	51.5%	69.4%



League of Minnesota Cities

183 University Ave. East
St. Paul, MN 55101-2526
(612) 227-5600 (FAX: 221-0986)

Date: Oct. 26, 1988

To: Contact people or Mayors and Managers, Administrators or
Clerks of cities with Local Police or Paid Fire Relief
Associations

From: Stan Peskar, General Counsel

Subject: 13th Check or Double COLA REPORT and NOTICE

The Minnesota Police Pension Council has approved about \$30,000 to employ lobbyist Brian Rice to secure enactment of 13th check legislation at the 89 session of the legislature, according to minutes of their September 15 meeting.

With this in mind, representatives of the cities shown on the enclosed list met on Oct. 20 and decided to employ the Touche Ross firm to provide actuarial assistance to demonstrate the very high long term cost and other mischief of the proposed legislation. A copy of the Touche Ross proposals is enclosed. The city representatives selected option 2, 1-3 shown on page 2 of the proposal.

Touche Ross will group the 47 funds (from 27 different cities) into six groups with common actuarial characteristics. From each group a fund representing a different city will be selected and a projection made showing the financial effects of enacting the 13th check proposed legislation. From these studies Touche Ross will be in a position to project the impact of the legislation, if passed, on any of the 47 funds and 27 cities and the total impact state wide. They can also help with expert testimony and advise before the legislative committees. They will also be in a good position to quickly provide relevant information should modified proposals be submitted to the legislature.

To finance this effort, the representatives agreed that about \$50,000 should be raised from the 27 cities. Since Minneapolis has already bought and paid for similar actuarial work relating to its two funds, it would not be expected to contribute again except for its share for Touch Ross's analysis of state wide impact and expert testimony before the legislature.

-over-

The next meeting is scheduled for Tuesday, November 8, at 10:00 am in the Touche Ross board room, 9th floor of Pillsbury Center, at 3rd Avenue south and 5th street which is diagonally across from Minneapolis city hall. At this meeting we hope to adopt a contribution schedule and joint agreement language to promote participation by each of the 27 cities.

The group asked me to propose a cost sharing schedule as a starting point for discussion at the next meeting. A copy is enclosed for you to study. Keep in mind that for every city affected, the proposed contribution is infinitesimal when compared to the long range cost of 13th check legislation. Further, any unused funds would be returned in proportion to contributions.

Especially if your city has not been involved in these meetings, be sure you send a representative.

October 17, 1988

Mr. Bill Bassett, City Manager
City of Mankato
202 East Jackson
Box 3368
Mankato, MN 56001

Mr. Jerry Dular, City Manager
City of Crystal
4141 Douglas Drive North
Crystal, MN 55422

Mr. Paul Utesch, Finance Director
City of Rochester
224 First Avenue S.W.
Rochester, MN 55902

Gentlemen:

Touche Ross & Co. is pleased to submit this proposal to provide actuarial consulting services to your cities and others in Minnesota. The commitment by Touche Ross to this engagement, as evidenced by the assignment of top actuarial professionals to the project team, will enable us to meet your needs and provide the highest quality of service.

The project team for this engagement provides considerable public sector experience to insure availability to meet your requests, and to provide continuity of service in the future. All the resources of our Twin Cities office are at your disposal to assure you that we will be responsive and available to meet with you when necessary and to complete tasks within the time requirements of each situation.

We appreciate this opportunity to be of service to you. Our firm has established a sound record of service both in the field of public retirement systems and in the public sector in Minnesota, and we will make the strongest possible commitment to the success of this project.

If you have any questions regarding our proposal, or if you would like additional information, please call Mr. F. Jay Lingo at (612) 375-5335 or Ms. Andrea Feshbach at (612) 375-5346. Each is authorized to negotiate this proposed contract.

Very truly yours,

Touche Ross & Co.

TOUCHE ROSS & CO.

2207C

TABLE OF CONTENTS

Cities of Crystal, Mankato, and Rochester et al

	<u>Page</u>
A. Understanding of Engagement	1
B. Scope of Services	1
C. Touche Ross Qualifications	3
D. Professional Fees	6

A. UNDERSTANDING OF ENGAGEMENT

Your cities wish to retain an actuarial consulting firm to assist city officials in establishing and maintaining sound public policy for city employee retirement benefits.

When proposals to amend the various plans covering city employees are considered, the consulting actuary will review those proposed changes and report to city officials the effects of each proposal on the city. Furthermore, the consulting actuary may be required to testify on behalf of the city before legislative committees or sub-committees regarding these matters.

B. SCOPE OF SERVICES

Touche Ross will provide the following services at minimum:

- o Review any proposed amendments to the various plans and prepare a report detailing the effects of each proposed change on the cities.
- o Testify on behalf of the cities to legislative committees or sub-committees regarding proposed plan changes that require legislation.
- o Other actuarial consulting services as requested by the cities.

Specifically, you are currently concerned that the state legislature will adopt a "13th check" provision for your cities.

As we understand your needs, there would be two aspects to our assistance on the 13th check issue. The first would be development of cost estimates; the second would be communications and testimony about the impact of the proposed legislation on the cities.

1. Development of Cost Estimates

You have a choice of directions on cost estimates, as outlined below. The choice concerns the scope of the estimates, and whether key tasks will be performed by us or by the funds' actuary, Gabriel, Roeder, Smith & Co. (GRS).

	<u>Limited Scope</u>	Responsibility	
		<u>Option 1</u>	<u>Option 2</u>
1.	Choose sample funds for estimates and assign each of the other funds to the sample fund it most resembles.	GRS	TR
2.	Estimate effect of Minneapolis 13th check legislation on sample funds.	GRS	TR
3.	Extrapolate to estimate effect on other funds.	TR	TR
	<u>Expanded Scope</u>		
4.	Estimate cost effect of counterproposals on sample funds.	GRS	TR
5.	Extrapolate to estimate effect on other funds.	TR	TR

As indicated above, you can ask either GRS or us to perform initial cost estimates on a sample of funds. If this is the only computer work you expect to need, it would be more efficient to have GRS do it. However, you may also want cost estimates for counterproposals (or for that matter, cost estimates of other legislation in the future).

It's likely that you won't want to share your counterproposal ideas with the funds until you have a good idea of their cost. If we do the initial 13th check computer estimates, we will be able to evaluate counterproposals easily. If GRS does the initial estimates, you will have to ask them for any additional estimates that require computer processing. There will be a tradeoff between cost and control of information.

2. Communication and Testimony

Regarding the specific 13th check legislation passed last year and applicable to the City of Minneapolis, we will prepare a written report (combined for all funds) discussing the cost implications for each fund you request, plus a general discussion of the problems we perceive with the legislation. This report will include some charts and graphs to illustrate key points.

Should you wish to develop counterproposals, we will prepare a similar report for them.

We will be available on short notice to meet with you or with legislative committees or staff to answer questions or make presentations.

C. TOUCHE ROSS QUALIFICATIONS

Engagement Team

Touche Ross currently provides an engagement team to the City of Minneapolis in a similar capacity, and proposes to provide that same team to your cities. In this way, two experienced actuaries (both qualifying as state "approved actuaries") would remain current on all significant issues and would be available to the cities. A third actuary will serve in a Professional Standards Review capacity. The engagement manager would be the primary contact, and clear lines of responsibility would exist between the cities and Touche Ross. We believe this team approach assures you of the maximum amount of experience, availability and continuity possible. Our engagement team can be characterized as follows:

- o Approved actuary - The engagement staffing includes three Fellows of the Society of Actuaries, all of whom are qualified to serve as "approved actuaries" as specified in Minnesota Statutes Section 356.215, Subdivision 6.
- o Twin Cities Staffing - All engagement staff are located in our Minneapolis office. We will be available at all times for telephone consultation.
- o No conflict of interest - Touche Ross does not provide actuarial service to any of the plans of which city employees are members.
- o Expertise in public service - All members of the engagement team have had extensive experience with public sector retirement plans.
- o Local systems personnel - Our systems personnel, located in our Twin Cities offices, developed and currently maintain our nationwide actuarial software system. Their unique blend of systems expertise and actuarial training would be available to estimate costs of proposed plan changes.

A brief description of the responsibilities of the key personnel to be assigned to this engagement follows.

Engagement Partner

The engagement partner will be responsible for all actuarial services we provide to the cities. He is primarily responsible for overseeing the engagement, reviewing the progress of the engagement and assuring that engagement quality is consistent with Touche Ross & Co. professional standards.

Mr. F. Jay Lingo, F.S.A., M.A.A.A., E.A., will serve as engagement partner. He has 17 years of actuarial experience and has served many employee groups including:

- o Minnesota State Retirement System
- o South Dakota Department of Labor Retirement Plan
- o City of Fargo Retirement Plan
- o Government of Guam Retirement Plan

Engagement Manager

Ms. Andrea Feshbach, F.S.A., M.A.A.A., E.A., will serve as engagement manager and chief consulting actuary. Ms. Feshbach is a manager on the Minneapolis Actuarial and Benefits Consulting staff. She has 16 years of experience in employee benefits consulting.

In her work for the City of Minneapolis over the past 6 years, she has become very familiar with that city's plans and its specific concerns regarding those plans. She has prepared many written analyses of proposed plan amendments and has testified before the City Council's Intergovernmental Relations Committee, the Mayor, the City Coordinator, the State Commissioner of Finance, and others.

Andrea is also the actuary for the retirement plans of Fulton County, (Atlanta), Georgia.

Professional Standards Review

Mr. James F. Verlautz, F.S.A., E.A., M.A.A.A., will serve in the role of professional standards reviewer on this engagement. He will review all reports to assure their quality and accuracy, and to provide an independent, objective viewpoint. Jim is a Touche Ross manager and has over 10 years of experience in the actuarial field including significant experience with Public Sector retirement systems.

Project Staff

Additional project staff will be utilized where appropriate to minimize the expense to your cities by efficiently using various levels of staff.

Touche Ross & Co.

The cities will be served by the Minneapolis office of Touche Ross & Co. Actuarial consulting departments are also operated in Boston, Chicago, Detroit, New York, Dallas, Los Angeles and Hartford.

Touche Ross & Co. is a member of the "Big Eight" public accounting and management consulting firms providing comprehensive auditing, tax and consulting services to clients throughout the world. In the United States, we have more than 8,500 employees supervised by more than 750 partners, with offices in over 85 cities. We operate as a partnership with each office under the immediate direction of the partners in that office. Accordingly, an office may adapt itself to the special needs of its geographic and business community, and may also receive national commitments and support responsive to its growth.

To assist us in serving local clients, our national organization collects and disseminates information concerning technical subjects obtained from current engagements throughout the firm and from industry associations and publications. Thus, we are able to utilize a national base of experience and knowledge with which to serve you. Management of the national organization, and the technical and administrative support to the local offices and partners, are administered through our national office in New York.

Touche Ross Approach to Consulting Services

Our approach to consulting services involves technical competence and a "client-oriented" approach.

Technical competence is insured by:

- o Emphasis on professionalism - ten of our Twin Cities staff are Fellows of the Society of Actuaries or the Casualty Actuarial Society, eight others are Associates of the Society of Actuaries, and several have advanced degrees such as MBA, CLU, etc.

- o Professional standards review - all projects are reviewed by a senior actuary not involved in the generation of the information.
- o Training - all staff at all levels are required to take part in a minimum of 40 hours of formal programs each year to maintain and enhance professional skills.

In our approach to consulting, we:

- o Use an anticipatory style rather than a reactive style of dealing with clients;
- o Take new ideas and/or opportunities to the client;
- o Emphasize creativity and accessibility;
- o Work with the client's staff to the maximum extent possible, rather than working around them;
- o Train client staff so that we eventually work our way out of a job - or so that the nature of our assignment changes;
- o Use a "team approach" to a client, so that a variety of skills and experience are available to the client, but account management is centered in one person for cost control and efficiency; and
- o Discuss fees in advance and quote "not to exceed" prices for projects which are definable and controllable.

We feel that this client-oriented consulting approach provides the maximum amount of "value-added" service to our clients for each dollar of their professional fees.

D. TIMING AND FEES

We will be available continuously from now through the end of the legislative session to assist you with communication and testimony. Our experience serving the City of Minneapolis and the Minnesota State Retirement System has accustomed us to working with tight deadlines when necessary. Regarding the cost estimates, if you ask GRS to do the processing, we will review their sample fund results and extrapolate them to other funds

13th check - 88 Session
Suggested Contribution rate
(Refund unused funds prorata)

Over 100,000	St. Paul	\$ 5,000.00	y
	Minneapolis	\$ 1,000.00	y
50-100,000	Bloomington	\$ 4,000.00	
	Rochester	\$ 4,000.00	y
	Duluth	\$ 4,000.00	
25-50,000	Crystal	\$ 3,000.00	y
	Fridley	\$ 3,000.00	y
	Mankato	\$ 3,000.00	y
	Richfield	\$ 3,000.00	y
	St. Cloud	\$ 3,000.00	y
	St. Louis Park	\$ 3,000.00	y
	Winona	\$ 3,000.00	y
15-25,000	Albert Lea	\$ 2,500.00	y? 1st to refund
	Anoka	\$ 2,500.00	
	Austin	\$ 2,500.00	y
	Columbia Heights	\$ 2,500.00	y
	Faribault	\$ 2,500.00	y
	Hibbing	\$ 2,500.00	y
	So. St. Paul	\$ 2,500.00	
	West St. Paul	\$ 2,500.00	
10-15,000	Brainerd	\$ 1,500.00	
	Fairmont	\$ 1,500.00	
	New Ulm	\$ 1,500.00	F
	Red Wing	\$ 1,500.00	y
	Virginia	\$ 1,500.00	y?
Under 10,000	Chisholm	\$ 500.00	y
	Crookston	\$ 500.00	
	Thief River Falls	\$ 500.00	

GLP-20. Local Police and Paid Fire Relief Associations - SHOULD BE AT LEAST A "B" PRIORITY.

1. Individual local police and fire relief associations, with City consent, should be allowed to merge into the PERA police and fire funds only under the uniform policy enacted at the 1987 session.
2. The establishment of multiple mechanisms to make post retirement adjustments to protect retirees in local police and paid firefighter pension plans is illogical, confusing, unnecessary, and disruptive. If the Legislature determines that "escalation" (pensions adjusted by the percentage increase of wages of active members) presently in effect does not offer adequate inflation protection, that mechanism should be adjusted or abolished. However, no new mechanism such as that authorized for Minneapolis police or firefighters in laws 1988, chapter 574, should be authorized while "escalation" remains in effect.

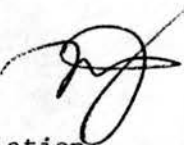
During the 1988 legislative session, proponents of the 13th check legislation provided projections showing a "short term savings" for the City taxpayers. And, the legislators were told that the City would not be required to pay in any dollars, but would share in one-third of the so-called "excess" investment income. However, in Rochester, a very large commitment of public funds over time would be paid (\$4,400,000 by the year 2010) either directly through the property tax or increased rent. The estimated costs for the City of Minneapolis would be \$74,000,000.

If any of the 47 police and fire funds from the 27 cities most affected are successful in passing the 13th check, it could create a pattern for other funds to follow. PERA police and fire members would have a strong argument for adding an escalator. Therefore, the proposed 13th check legislation is a statewide issue.

If despite city objections, the Legislature authorizes another benefit increase for local police and paid fire members, all costs of the benefit increase should be borne by the state.

MEMORANDUM

September 29, 1988

TO: Jerry Dulgar
FROM: Miles D. Johnson 
SUBJECT: 13th Check Legislation

I have reviewed the material that you received at your meeting with other managers and "Touche Ross" on the above subject.

My first comment will be that the letters written to Councilmember Cramer by Dallas Peterson and by Mr. Schwarzkopf, Gunyou, and Wetmore were excellent letters explaining the bill. I concur 100 per cent with their comments.

Our situation at the City of Crystal would be addressing only the Police Relief Association pension plan at this time. If we are not one of the twelve cities in support of the stopping of this legislation, we should be. I feel with the full escalation of the pension plan for all retirees, they presently do have an inflationary protected pension.

Our degree of funding, although a lot better than Minneapolis, is still not 100 per cent as needed by 2010 under state law. We have been able to lower our tax levy for funding of the City of Crystal Police Pension Plan, but at the same time our costs of funding for new officers who have started since the requirement to go under PERA - Police and Fire have increased.

We do have current actuaries for our "City of Crystal Police Relief" available and will have an updated "City of Crystal Fire Relief" available after year end. However, I do not believe our Fire Relief Pension is under any pressure to change as it is geared for a volunteer department.

If you should want me to attend any future meetings or need any additional figures on our plans, please let me know.

jm

FINANCE DEPARTMENT
331 CITY HALL
MINNEAPOLIS, MN 55415-1379

(612) 348-2577

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CITY FINANCE OFFICER

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GEORGE R. HABLE
331 CITY HALL
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BUDGET AND
EVALUATION DIVISION
MARK WETMORE
325M CITY HALL
(612) 348-6308

minneapolis

city of lakes

August 31, 1988

Council Member Steve Cramer, Chair
Intergovernmental Relations Committee
307 City Hall
Minneapolis, MN 55415

RE: Approval of Bill Increasing Police and Fire Relief Fund
Benefits

Dear Council Member Cramer:

The purpose of this letter is to outline the reasons why the undersigned recommend that the City take no action to approve the bill increasing pension benefits of the local Minneapolis Police and Fire Relief Funds.

The City of Minneapolis has a major responsibility to its employees. We must be a good employer who makes sure that people working for the City are compensated fairly for their labors, have reasonable benefits, are safe while working, and retire with a fair pension comparable to others.

In addition, the City of Minneapolis has a major responsibility to the city taxpayers. It must provide services to city residents in an efficient and effective manner and within a reasonable budget. City taxpayers should pay no more taxes than necessary to receive their services.

A bill passed by the state legislature in 1988 authorizes Minneapolis to increase one-time benefits for Minneapolis Police and Fire retirees up to .5% of total assets each year that the spread between the current escalator and investment income exceeds 1.5%. It also reduces state amortization aid and the City's levy for the next year by the same amount. Local approval of this legislation would reduce the City's 1989 levy requirement by about \$537,000, but would increase future property taxes very much above what would otherwise be needed if the benefit increase was not granted.

AFFIRMATIVE ACTION EMPLOYER

TTY/VOICE (612) 348-2157



A separate report from Mr. Dallas Petersen addresses in more detail the provisions and projected cost impact of this legislation.

Cost Implications

Two facts regarding the laws governing the funding of these pension plans are important to keep in mind when considering this bill. First the City is ultimately responsible for guaranteeing the complete funding of the plans by 2011 for whatever benefit structure is set by law. Currently we receive substantial assistance from the state in the form of amortization aid (about \$3.7 million) and fire and auto insurance premium taxes (about \$4.7 million). If state aid is reduced or investment experience is bad or benefits are raised the city taxpayer must make the fund whole.

Secondly, current law allows any excess in the fund, if such an excess exists at the termination of the fund, to accrue to Minneapolis. Thus, if state law increases benefits to retirees and reduces state aid, the total impact of those changes are born ultimately by the city taxpayers. That is what this bill does.

Analysis of the bill should concentrate on the impact created by the bill. The difference between what would happen to the city taxpayer with and without the bill depending upon the salary-escalator and earnings assumptions is what needs to be analyzed. The Fire and Police pension advocates have highlighted the excellent investment experience of the two funds for the last several years and the funds that would be generated if it continued. They have proposed that they share investment earnings with the state and as an added benefit to retirees. However the current state law says that those earnings should accrue to the benefit of the Minneapolis taxpayer, first in the form of lower payments each year to amortize the fund by 2011 and secondly due to the City's legal claim to any money left in the fund at the termination of the fund. This is the taxpayer's tradeoff for guaranteeing a specified, escalating pension benefit to Minneapolis Police and Fire no matter what happens during the life of the pension funds.

For example, if the investments have a poor return, the city taxpayers make up the difference. If the legislature reduces the aid amount, the city taxpayer pays more. If the benefits are increased by the legislature, the city taxpayer pays for the added benefits.

As discussed in Mr. Petersen's report, we are using two scenarios with different assumptions for future investment earnings to analyze the potential costs of the bill. Scenario 1 assumes that the funds have a 3-1/2% salary escalator each year and investment earnings of 6-1/2% each year. Thus the spread between raises and earnings is just 3% each year and the maximum impact of the increased benefits and state aid reductions occur each year.

Scenario 2 is an attempt to look at a more likely pattern of fluctuating experience from year to year and is more conservative in the sense that the average spread over time between salary increases and investment earnings is only 2%. In this scenario salary increases are also constant at 3.5%, but earnings fluctuate between 6.5% and 4.5%.

In order to understand the total property tax impact shown in the following table, it is important to understand that in addition to property taxes, the City also receives state insurance premium taxes that can be applied to either our local Police and Fire fund pensions or our PERA - Police and Fire costs. Currently we receive about \$2.9 million in auto theft insurance taxes for Police pension costs and \$1.8 million of fire insurance taxes for Firefighter pensions. As you know, there are separate tax levies for both the Minneapolis Police Relief Association and the Firefighters Relief Association. Being a statewide plan, the pension costs for PERA - Police and Fire members are paid directly from the City's General Fund. To date we have always allocated the full amount of this aid to reduce the property tax levies for the local pension funds. Alternately, it could be prorated between local fund costs and the City's PERA - Police and Fire costs. If it was prorated the effect would be to increase the levies for the local funds and decrease our General Fund levy by an equal amount.

When the local funds' actuary Gabriel, Roeder, Smith and Company (GRS) ran projections on the various scenarios they continued to show all insurance aid being allocated to the local funds. In calculating the direct property tax increase due to the bill the GRS analysis did not include the increased use of insurance aid which is also needed because of the increased cost of the bill. However, the increased cost which their analysis paid for with insurance aid is also a direct property tax cost to the City because without the bill this insurance aid would be used to pay the City's PERA Police and Fire costs.

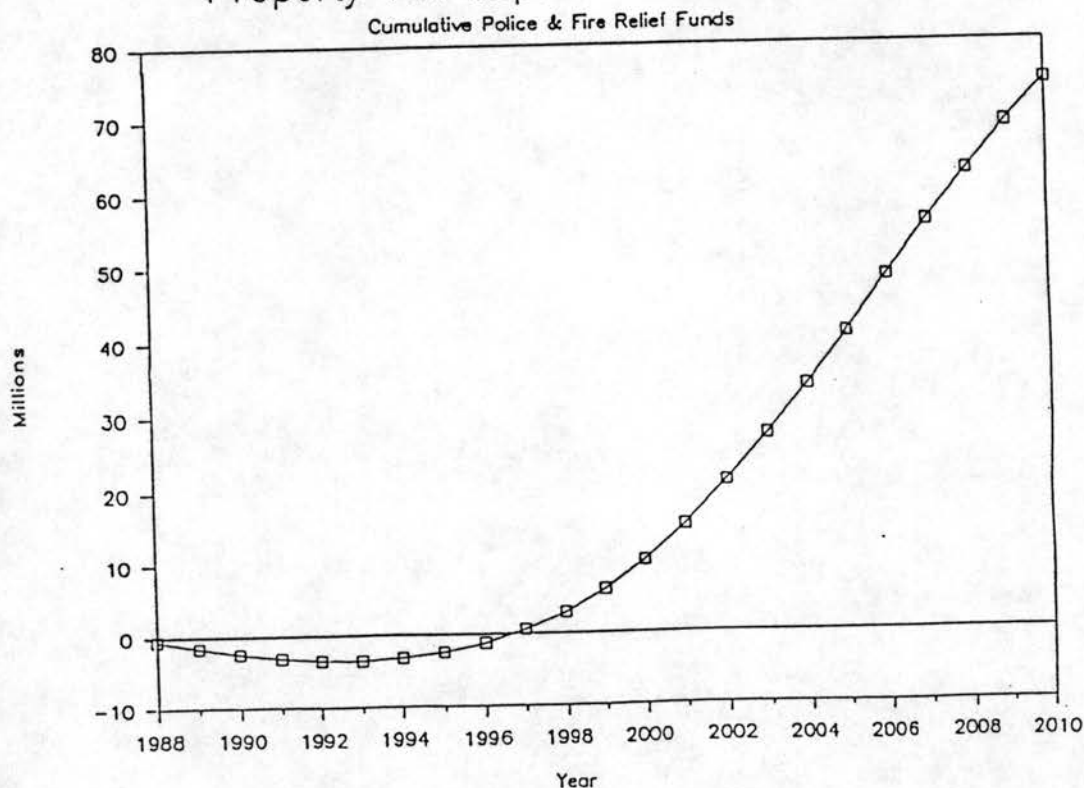
The table at the top of the next page, taken from Mr. Petersen's report, shows that the cost to the taxpayer over time is over \$73 million in Scenario 1, with a present value of \$18 million. This is the sum of the amount of additional levy calculated by GRS (\$21 million) plus the increased amount of aid (\$52 million) needed due to the bill which would otherwise be available to reduce our General Fund levy.

Information is not available at this time to calculate the total property tax impact under Scenario 2.

As noted earlier the initial impact on the city tax levy would be an actual reduction. However, the increased pension benefits and reduced state aid would increase the unfunded liability by their combined totals each year, and the city taxpayers would have to pay to amortize the increases by 2011. The chart at the bottom of the next page shows the cumulative cost to Minneapolis of the bill under Scenario 1, in millions of dollars.

	SCENARIO	
	1	2
	Earnings Exceed Escalator by 3% Each Year (3.5% vs 6.5%)	Earnings Fluctuate Exceed Escalator by Average of 2% Each Year
PROPERTY TAX IMPACT:		
A) <u>Property Taxes to Funds:</u>		
Without 13th Check	\$130,860,000	\$159,718,000
With 13th Check	<u>152,252,000</u>	<u>201,199,000</u>
Additional Property Taxes to Funds due to bill	\$ 21,392,000	\$ 41,481,000
B) Estimated Additional Property Taxes required for PERA due to bill	\$ <u>52,356,000</u>	Not available
TOTAL PROPERTY TAX INCREASE	\$ 73,748,000	Not available
Present value @ 8.0%:		
A) Taxes to Funds	\$ 5,445,000	\$ 13,346,000
B) Insurance aid impact	\$ <u>12,561,000</u>	Not available
TOTAL	\$ 18,006,000	Not available
PAYOUT TO RETIREES;		
Additional payout to retirees	\$ 45,400,000	\$ 22,289,000
Present Value @ 8.0% of increased payout	\$ 18,365,000	\$ 8,619,000

Property Tax Impact 13th Check Bill



Immediate inconsequence and long term impact is the most dangerous aspect of pension issues. It is easy to increase benefits today and require future taxpayers to pay for it. Minneapolis was severely criticized for allowing substantial increases in MERF benefits without serious analysis in the early 1970's which resulted in huge increases in the normal cost and unfunded liability and that eventually culminated in state MERF assistance to the City and closing of the fund.

Regarding a sharing of good fortune with the members, this should not be considered until the fund is actually 100% funded and then only in relation to other potential public uses of the dollars. In effect, the existing state law requires that for a fixed contribution from the pension fund members they are guaranteed retirement benefits based on a certain formula including annual increases equal to those of active employees and the taxpayers are required to guarantee to pay all the costs 'above the employees' share' however they fluctuate. This is called a defined benefit plan. The public's share of costs is currently overwhelmingly greater than the employees'; about 90% for Police and 91% for the Fire Relief Fund.

In a defined benefit plan the City is standing behind a given level of benefits, providing the security with its taxing powers that the benefits will be paid. Financing those benefits on an actuarial basis is a budgeting tool that both forces the City to recognize pension costs as they are incurred and takes advantage of investment income to help fund the benefits. If the pensions were funded on a pay-as-you-go basis, the City would still have to guarantee the benefits and there would be no excess earnings with which to increase benefit payments.

Sharing the "surplus" should not be considered until it actually exists. Today the Police Fund is about 53% funded and the Fire Fund only 42%. All scenarios showing large surpluses in the future are hypothetical at best. The last eight years have seen an extraordinary growth in investments that is very unlikely to continue. The Dow Jones Industrial Index of stocks has gone up 1200 points, or 145%, since January 1, 1980, but it grew by only 145 points, or 21%, in the entire 20 years preceeding 1980. It could very well turn out that the effect of this bill would be to skim most of the actuarial gain in good years and force local taxpayers to suffer the burden of bad years. This is the point we are trying to illustrate with Scenario 2 discussed above.

Reference to possible savings compared to the legislative assumptions are dangerous because these assumptions were not necessarily intended to predict the future, but rather to form a conservative guide for safely funding the plans by 2011. In fact, for PERA and some other state funds the assumptions have been changed to 6.5% salary growth and 8% investment return. While these assumptions maintain the 1-1/2% spread between salaries and earnings, if they were in place for the local Police and Fire funds, it would mean that earnings would have to exceed 8% before the increase in benefits occurred.

The bill is a one-sided benefit for members and the State. In years with good investment experience in relation to the raises negotiated, the retirees and the state benefit and in years with poor experience the taxpayers of Minneapolis suffer the loss.

Also, benefits could be paid out based on the market value of assets in one year and then have that market value decline the next year.

The Fire and Police proponents have pointed out correctly that the total property tax levy for the local Police and Fire funds has begun to decrease, starting for the first time in 1988. This is a poor argument for increasing benefits. These funds were closed in 1980 and all new employees enrolled in PERA precisely in order to eventually save costs as compared to the more expensive local plans. Now that those savings are starting to appear it does not mean that the taxpayers can afford to increase benefits.

Benefit Levels

Earlier we said that the City, as an employer, has a responsibility to provide adequate pension benefits to its employees and obviously the intent of this bill is to increase benefits for one group of retirees. Traditionally inflation has caused the real income of retirees to decrease. In the case of the Police and Fire Relief Funds the current escalator already helps insulate retirees from inflation. Although wage increases didn't keep up with the double digit inflation of 1981 and 1982, raises since then have generally exceeded inflation. One legitimate concern shared by all retirees is the growth of health insurance costs which have been more rapid than inflation, even though most Police and Fire retirees have Social Security benefits, and for those retirees Medicare does help fund a part of health costs.

One measure of how well the City is fulfilling its obligation to its employees is to compare benefit levels with other retirement plans. In general the current benefits of the local police and fire funds compare favorably with other plans for Minneapolis employees. This is especially true for retiring Patrol Officers and Firefighters; since all members of the local funds receive the same dollar amount of benefits. Retirees from promotional grades do not compare as favorably. To help improve the retirement benefits of promotional grade employees, our Fire and Police have an option to vote to join the state PERA - Fire and Police pension plan. If they voted to join, they would lose their guaranteed escalator, but would gain an investment earning post-retirement benefit and their retirement would be based on their wages.

As shown on Page 5 of Mr. Petersen's report, a Patrol Officer retiring with 25 years of service has higher benefits under Minneapolis Police Relief than under PERA for comparable survivor benefits. A member of the Minneapolis Employees Retirement Fund (MERF) retiring in 1988 after 25 years service with the same salary as a top-grade Patrol Officer and choosing a comparable form of survivors benefits would receive almost \$2,400 less in annual benefits (but could increase those benefits by working longer than 25 years). Mr. Petersen's report also points out that our police and fire benefits compare

very favorably to most other cities sampled. One has to suppose that if a second escalator as established by the bill had been in effect for the last ten years, retired Fire and Police would be receiving even a greater pension benefit than MERF retirees or other Police and Firefighters throughout the state.

Benefits were actually increased slightly for 1988 when the Police and Fire Relief Boards, with the concurrence of the City, interpreted covered payroll to include the annual uniform allowance payment for purposes of calculating pension benefits. This increased annual benefits by about \$190 for each plan.

An added degree of appropriate equity and flexibility was also added to both funds in 1987 when the City approved five year vesting for both plans; previously neither plan had vesting before 20 years and the employee's pension payments could not be withdrawn if the employee left city employment before the 20 years. In the case of the Police Fund it was felt that this change would actually save costs in the long run, however it probably added to the cost of the Fire Fund.

The local funds were asked to identify other pension plans anywhere in the country that have double escalators as proposed by the bill. No other funds whose members get both cost of living escalators and automatic increases from investment gains on the same pension benefits were identified (except Teachers Retirement where a flat 2% escalator each year is not geared to cost of living). Obviously in the case of combined plans with Social Security a cost of living adjustment occurs on the Social Security portion and in the case of PERA in Minnesota increases due to good investment experience occur on that portion of the benefits. This is not the same thing as two automatic escalators on the total benefit payment.

Investment Incentive

It has been suggested that one positive aspect of the bill is that it would give the pension boards one more incentive to do well in their investments. Given the recent excellent performance of the funds, there is no indication that investments are not being handled in a careful and conscientious manner. Ms. Andrea Feshback, the Touche Ross actuary retained by the Finance Department has also expressed concern that this incentive might cause the fund managers to try to manage investments to just make the additional 1.5% spread and thus be unnecessarily conservative in good investment years.

Conclusion

To support the bill the City must decide that this is the best public use of \$73 million or more of local taxpayer dollars. The pension benefits accrue only to a declining portion of city employees and their dependents and no city services are increased in any way by the expenditure. In fact the very opposite occurs: the City's capacity to deal with problems and service demands would be reduced by the amount of additional burden this bill adds to the tax base.

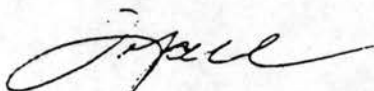
Council Member Steve Cramer

- 8 -

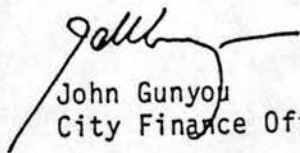
August 31, 1988

Due to the fact that this bill represents a very large commitment of public funds over time that would otherwise be available to address specific city goals, and because of the other considerations mentioned above, we respectfully recommend that your committee not approve this legislation.

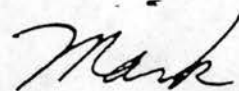
Sincerely



Lyall Schwarzkopf
City Coordinator

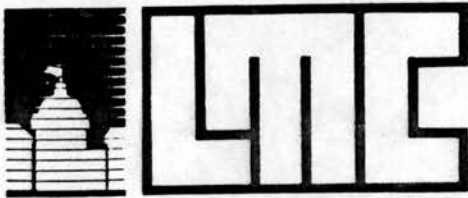


John Gunyon
City Finance Officer



Mark Wetmore
Budget Director

MW:cf
funds.mw888



League of Minnesota Cities

183 University Ave. East
St. Paul, MN 55101-2526
(612) 227-5600 (FAX: 221-0986)

Date: Sept. 8, 1988

To: Mayors and Managers, Administrators or Clerks of Cities with
Local Police or Paid Fire Relief Associations

From: Stan Peskar, General Counsel *SGP*

Subject: 13th Check or Double COLA

Please send a one or more representatives to represent management interests from your city to a second meeting called for the purpose of developing a united position to avoid general legislation similar to Laws 1988, Chapter 574, applicable to Minneapolis and which it now appears the city council will reject. The meeting will be on September 27 at 1:30 p.m. at the Touche Ross boardroom. see the enclosed letter from Andrea Feshbach.

*Have
? -*
To date twelve of the 27 cities most affected have passed council resolutions in opposition to 13th check type legislation and furnished copies to the League. This meeting will explore any additional options cities may have to simply opposing passage of any bill on the subject, as well as try to arrange to assemble the actuarial information that will be needed to support city legislative efforts

Ms Feshbach will be there to help in the ways mentioned in her letter. Note the request to bring the most recent actuarial report for your city.

Bill Bassett, Mankato city manager, has given unstintingly of his time to the cities position on this issue. We both invite each city to be represented, including those that were unable to send a representative to the first meeting.

August 31, 1988

Mr. Stanley Peskar
League of Minnesota Cities
183 University Avenue East
St. Paul, MN 55101

RE: Police and Fire "13th Check" Issue

Dear Stan:

This will confirm what we discussed in our conference call Tuesday with Bill Bassett.

I have reserved the Touche Ross boardroom for a meeting at 1:30 p.m. on Tuesday, September 27. The room can accommodate 30 people comfortably. It is on the 9th floor of Pillsbury Center, which is diagonally across the street from Minneapolis City Hall, bounded by 2nd Avenue South, 6th Street, 3rd Avenue South and 5th Street. Our building has a parking garage with an entrance on 5th Street, but it is often full. The Municipal ramp on 5th Avenue between 5th and 6th Streets is likely to have space, and there are other garages and lots nearby.

At the meeting, we will plan to discuss how various Minnesota cities might join together in an effective strategy to prevent adoption of "13th Check" legislation, and how Touche Ross actuaries can help by:

- o bringing the city representatives up to date on the topic, including the issues raised in the City of Minneapolis' consideration of 13th check legislation;
- o determining appropriate questions to address to the various police and fire funds;
- o interpreting the answers to those questions;
- o preparing information in support of the cities' position;
- o responding to arguments made by supporters of the legislation;

Mr. Stanley Peskar
August 31, 1988
Page 2

- o responding to questions raised by legislators and members of their staffs; and
- o if appropriate, formulating counterproposals.

It would be helpful to us if each city representative could bring copies of the most recent actuarial valuation reports, a summary of how the escalators work if not included in the reports, and other information they think could be useful.

After you get some idea of the likely attendance, please send me a list of the people you expect to come to the meeting.

Stan, I'm looking forward to meeting you, and helping your members deal with this potentially costly issue.

Sincerely,



Andrea Feshbach
Fellow of the Society of Actuaries
Member of the American Academy of Actuaries

AF:dew

cc: Mr. Dallas L. Petersen - City of Minneapolis

0882F

League of Minnesota Cities
Police and Fire "13th Check" Issue
Discussion Outline
September 27, 1988

What is the "13th Check" Proposal?

Issues

- Who should benefit from investment gains?
- Are pension adequate?
- What will it cost?
- What generation of taxpayers will be affected?
- What are alternatives?

What Can Cities Do?

- Communicate your position
- Estimate costs
- Propose alternatives
- Refute opposition

How Can Touche Ross Help?

- Who we are -- philosophy and qualifications
- Estimate cost effects
- Suggest and evaluate counterproposals
- Written and oral testimony
- General consulting

EXHIBITS
FOR
13TH CHECK REPORT
September 1, 1988

- A - 1988 Minnesota Session Laws Chapter 572
- B - Salary Escalator and Earnings Assumptions
- C - Scenario 1 - 6.5% Investment Returns
- Combined Police & Fire Relief Associations
- D - Scenario 2 - 6.5% & 4.5% Investment Returns
- Combined Police & Fire Relief Associations
- E - Insurance Aid Impact
- F - Comparison of City Property Tax Costs
With & Without 13th Check
- G - Property Tax Impact
1 - Annual
2 - Cumulative
- H - Comparison Employee Contribution
- I - 1989 Levy Calculation for Police & Fire Relief

MCRA88A-6.5%

COMBINED POLICE & FIRE RELIEF ASSNS
 Scenario 1 - 6.5% Investment Return
 (\$ in thousands)

Year	EMPLOYER CONTRIBUTIONS - CITY COST			Case 3 Savings to State and 13th Check Amt	Difference Case 1 vs Case 3 (b)	Difference Case 1 vs Case 2 (b)	City Cost	Cost of Insurance Aid or Impact	Total Cost or (Savings) To City
	Case 1	Case 2	Case 3				or (Savings) 13th Check Case 2 vs 3		
1988	16,603	16,603	15,395	1,208	(1,208)	0	(1,208)		(1,208) (a)
1989	15,727	15,499	14,433	1,301	(1,294)	(228)	(1,066)		(1,066)
1990	15,113	14,608	13,738	1,389	(1,375)	(505)	(870)		(870)
1991	14,523	13,704	13,068	1,478	(1,455)	(819)	(636)		(636)
1992	13,843	12,674	12,309	1,565	(1,534)	(1,169)	(365)		(365)
1993	13,146	11,582	11,540	1,647	(1,606)	(1,564)	(42)		(42)
1994	12,343	10,338	10,669	1,726	(1,674)	(2,005)	331		331
1995	11,528	9,034	9,789	1,802	(1,739)	(2,494)	755		755
1996	10,698	7,658	8,879	1,873	(1,799)	(3,040)	1,241		1,241
1997	9,857	6,212	8,007	1,938	(1,850)	(3,645)	1,795		1,795
1998	8,890	4,570	6,994	1,997	(1,896)	(4,320)	2,424		2,424
1999	7,835	3,142	5,903	2,048	(1,932)	(4,693)	2,761	378	3,139
2000	6,798	2,515	4,838	2,092	(1,960)	(4,283)	2,323	1,627	3,950
2001	5,485	1,722	3,513	2,123	(1,972)	(3,763)	1,791	3,091	4,882
2002	4,151	955	3,053	2,142	(1,098)	(3,196)	2,098	3,846	5,944
2003	3,216	44	2,587	2,154	(629)	(3,172)	2,543	3,640	6,183
2004	2,816	0	2,196	2,157	(620)	(2,816)	2,196	4,373	6,569
2005	2,499	0	2,794	2,152	295	(2,499)	2,794	4,178	6,972
2006	2,002	0	1,422	2,143	(580)	(2,002)	1,422	6,148	7,570
2007	1,287	0	743	2,128	(544)	(1,287)	743	6,638	7,381
2008	855	0	362	2,113	(493)	(855)	362	6,482	6,844
2009	401	0	0	2,102	(401)	(401)	0	6,266	6,266
2010	0	0	0	2,108	0	0	0	5,699	5,689
2011	0	0	0	2,014	0	0	0		0
	179,616	130,860	152,252	45,400	(27,364)	(48,756)	21,392	52,356	73,748
Prsent Value	108,490	88,908	94,353	18,365	(14,137)	(19,582)	5,445	12,561	18,006
Discount rate	0.08								
Present Value	128,653	101,653	110,949	24,825	(17,704)	(27,000)	9,296	21,052	30,347
Discount rate	0.05								

REMARKS: - Actual experience equals legislative assumptions of
 3 1/2% Salary escalator & 5% investment return

Case 2 - Actual investment return equals 6.5% & salary escalator of 3 1/2%

Case 3 - Actual investment return equals 6.5% & salary escalator of 3 1/2%
 and proposed 13th check program is implemented

(a) Based on assumptions, actual savings are \$536,936

(b) Included at Brian Rice's request

Dallas L. Petersen,
 Manager-Financial Analysis

02-Sep-88
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MCRABBA-A

COMBINED POLICE & FIRE RELIEF ASSNS
Scenario 2 -(6.5% & 4.5%) Investment Return
(\$ in thousands)

Year	EMPLOYER CONTRIBUTIONS-CITY COST			Case 3 Savings to State and 13th Check Amt	Difference Case 1 vs Case 3 (b)	Difference Case 1 vs Case 2 (b)	City Cost	Cost of Insurance Aid Impact	Total Cost or (Savings) To City
	Case 1	Case 2	Case 3				or (Savings) 13th Check Case 2 vs 3		
									(a)
1988	16,603	16,603	16,603	0	0	0	0		
1989	15,727	15,727	15,727	1,209	0	0	0		
1990	15,113	14,857	15,133	0	20	(256)	276		
1991	14,523	14,344	14,640	1,386	117	(179)	296		
1992	13,843	13,353	13,992	0	149	(490)	639		
1993	13,146	12,747	13,412	1,556	266	(399)	665		
1994	12,343	11,565	12,646	0	303	(778)	1,081		
1995	11,528	10,858	11,972	1,711	444	(670)	1,114		
1996	10,698	9,569	11,186	0	488	(1,129)	1,617		
1997	9,857	8,856	10,515	1,852	658	(1,001)	1,659		
1998	8,890	7,332	9,598	0	708	(1,558)	2,266		
1999	7,835	6,427	8,748	1,970	913	(1,408)	2,321		
2000	6,798	5,715	7,774	0	976	(1,083)	2,059		
2001	5,485	3,572	6,711	2,060	1,226	(1,913)	3,139		
2002	4,151	2,734	5,454	0	1,303	(1,417)	2,720		
2003	3,216	2,335	4,254	2,108	1,038	(881)	1,919		
2004	2,816	1,545	3,428	0	612	(1,271)	1,883		
2005	2,499	1,309	3,267	2,121	768	(1,190)	1,958		
2006	2,002	270	2,833	0	831	(1,732)	2,563		
2007	1,287	0	2,355	2,110	1,068	(1,287)	2,355		
2008	855	0	2,430	0	1,575	(855)	2,430		
2009	401	0	5,644	2,091	5,243	(401)	5,644		
2010	0	0	2,877	0	2,877	0	2,877		
2011	0	0	0	2,115	0	0	0		
Total	179,616	159,718	201,199	22,289	21,583	(19,878)	31,481	Not	Available
Prsent Value	108,490	101,183	114,530	8,619	6,039	(7,307)	13,346		
Discount rate	0.08								
Present Value	128,653	118,270	138,089	11,843	9,436	(10,383)	19,819		
Discount rate	0.05								

Case 1 - Actual experience equals legislative assumptions of
3 1/2% Salary escalator & 5% investment return

Case 2 - Actual investment return equals 6.5% or 4.5% & salary escalator of 3 1/2%

Case 3 - Actual investment return equals 6.5% or 4.5% & salary escalator of 3 1/2%
and proposed 13th check program is implemented

(a) Based on assumptions, actual savings are \$536,936

(b) Included at Brian Rice's request

Dallas L. Petersen,
Manager-Financial Analysis

02-Sep-88
03:41 PM

COMBINED POLICE & FIRE RELIEF - Scenario 1 - Insurance Aid Impact
(\$ in thousands)

Without 13th Check					With 13th Check				Calculation of Impact			
Year	State Cost				State Cost				Projected State Insurance Aid	Projected Ins. Aid Needed with 13th Check	Difference Projected Aid and 13th Check Aid	Net Insurance Aid Impact
	City Cost	Amortization Aid	Insurance Aid	Total Cost	City Cost	Amortization Aid	Insurance Aid	Total Cost				
1988	16,603	3,748	4,887	25,238	15,395	3,748	4,887	24,030	4,886			
1989	15,499	3,748	5,132	24,379	14,433	3,748	5,132	23,313	5,130			
1990	14,608	3,748	5,388	23,744	13,738	3,748	5,388	22,874	5,386			
1991	13,704	3,748	5,657	23,109	13,068	3,748	5,657	22,473	5,656			
1992	12,674	3,748	5,940	22,362	12,309	3,748	5,940	21,997	5,939			
1993	11,582	3,748	6,237	21,567	11,540	3,748	6,237	21,525	6,236			
1994	10,338	3,748	6,548	20,634	10,669	3,748	6,548	20,965	6,548			
1995	9,034	3,748	6,876	19,658	9,789	3,748	6,876	20,413	6,875			
1996	7,658	3,748	7,220	18,626	8,899	3,748	7,220	19,867	7,219			
1997	6,212	3,748	7,581	17,541	8,007	3,748	7,581	19,336	7,580			
1998	4,570	3,748	7,960	16,278	6,994	3,748	7,960	18,702	7,960			
1999	3,142	3,748	7,980	14,870	5,903	3,748	8,358	18,009	8,357	377	(1)	376
2000	2,515	3,748	7,149	13,412	4,838	3,748	8,776	17,362	8,775	1,626	(1)	1,627
2001	1,722	3,748	6,125	11,595	3,513	3,748	9,215	16,476	9,213	3,089	(2)	3,091
2002	955	3,748	4,954	9,657	3,053	3,748	8,800	15,601	9,674	4,720	874	3,846
2003	44	3,748	3,840	7,415	2,587	3,748	8,794	15,129	10,158	5,004	1,364	3,640
2004	0	3,748	3,161	5,249	2,196	3,748	8,877	14,821	10,666	6,162	1,789	4,373
2005	0	3,748	2,433	4,161	2,794	3,748	7,984	14,526	11,200	7,394	3,216	4,178
2006	0	3,748	1,394	3,122	1,422	3,748	8,902	14,072	11,760	9,006	2,858	6,148
2007	0	3,748	0	1,662	743	3,748	8,855	13,346	12,347	10,130	3,492	6,638
2008	0	3,748	0	118	362	3,748	8,886	12,996	12,965	10,561	4,079	6,482
2009	0	3,748	0	0	0	3,748	8,902	12,650	13,613	10,977	4,711	6,266
2010	0	3,748	0	0	0	3,748	8,526	12,274	14,294	11,457	5,768	5,689
2011	0	0	0	0	0	100	0	100	0	0	0	0
Total	130,860	86,204	106,462	304,397	152,252	86,304	174,301	412,857	202,437	80,503	28,147	52,356
Present Value	88,908	38,871	55,758	179,555	94,353	38,886	71,645	204,885	77,668	48,592	6,031	12,561
Discount Rate	8.00%											

Scenario 1 - Earnings exceed escalator by 3% each year
(Salary increase of 3.5% & 6.5% investment return)

Dallas L. Petersen
Manager - Financial Analysis

02-Sep-88
02:37 PM

Insurance Aid needed:	
With 13th Check	80,503
Without 13th Check	28,147
Insurance Aid Impact	52,356

Comparison of City Property Tax Costs

With and Without 13th Check

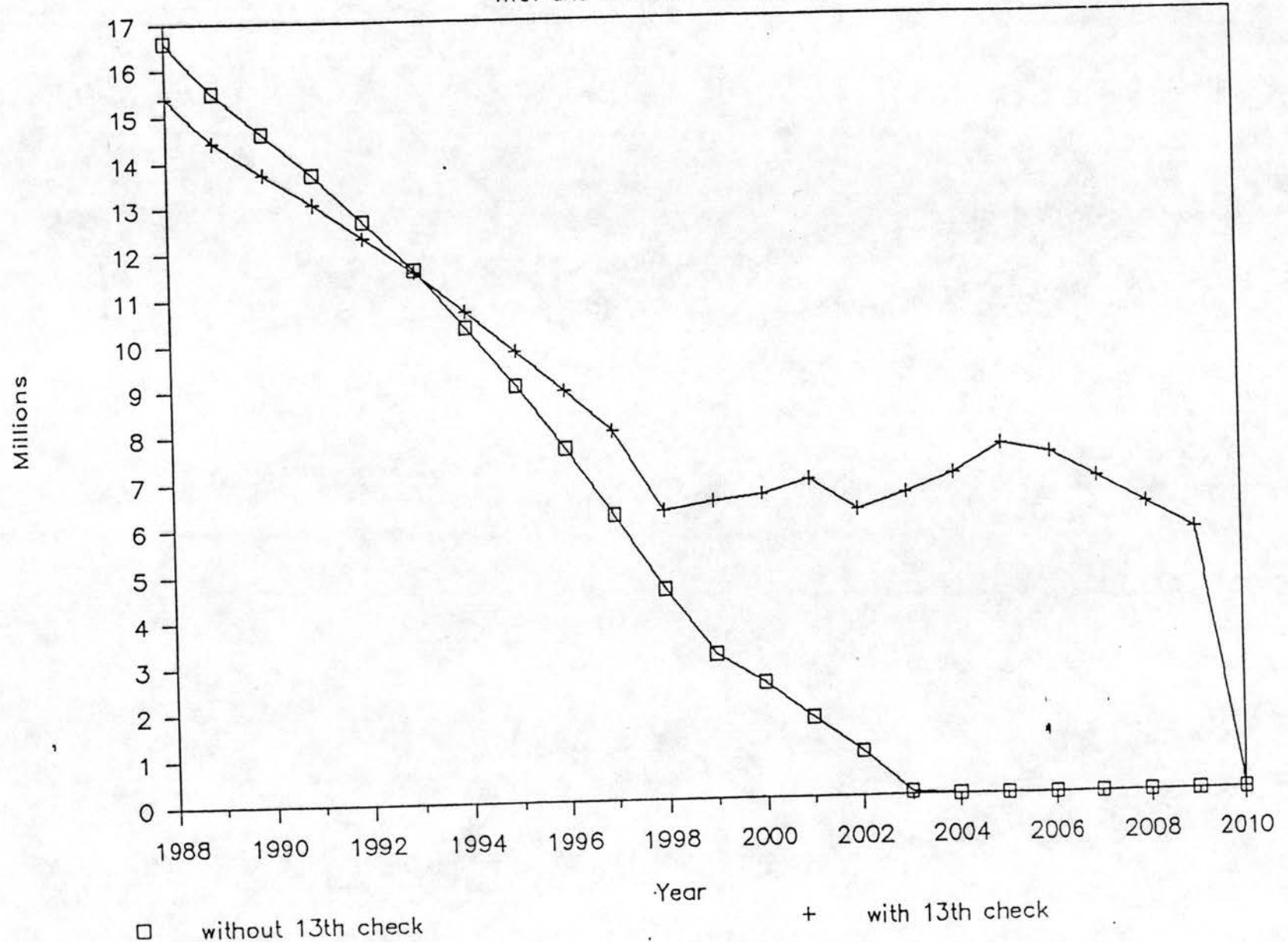
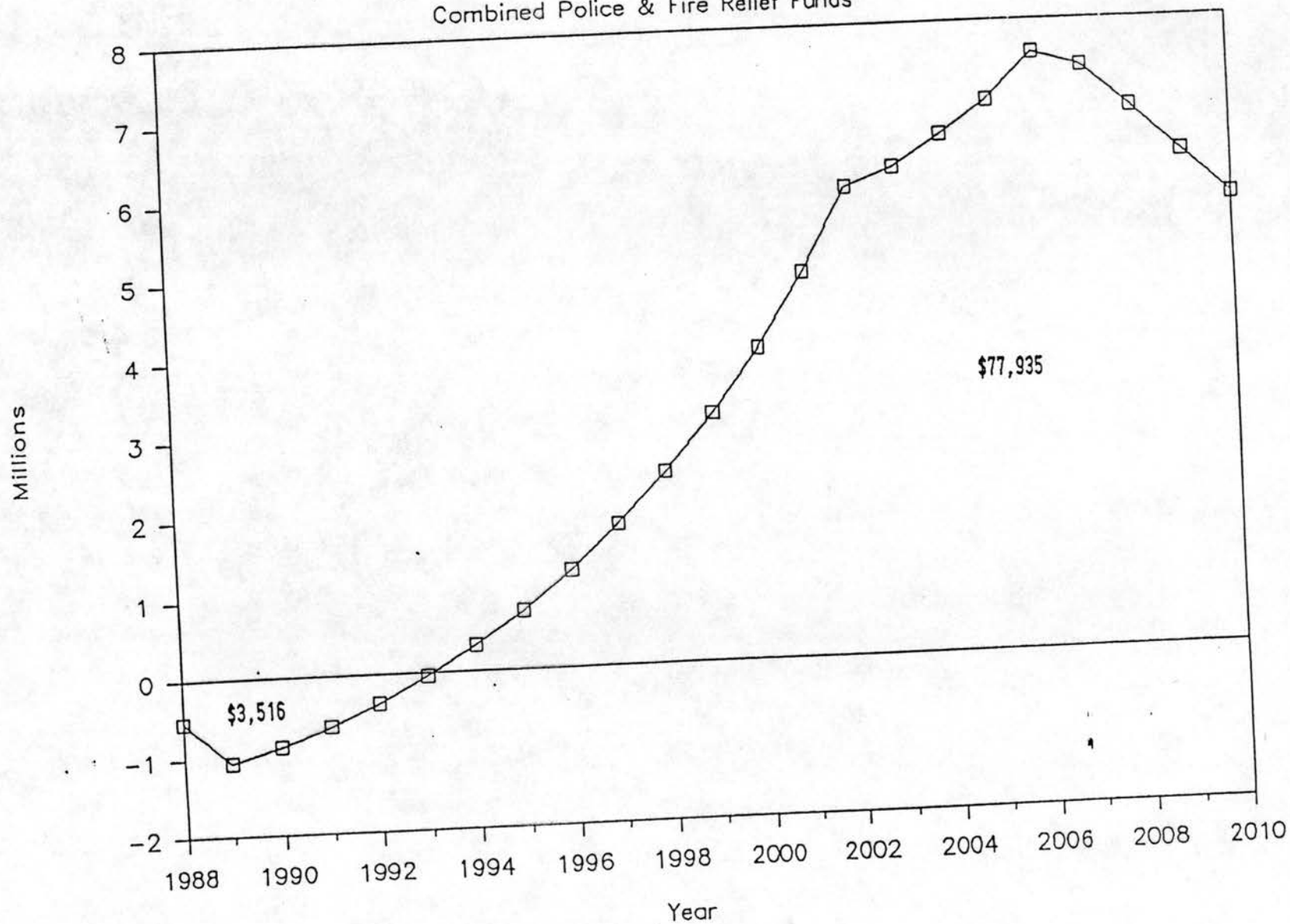


Exhibit - f

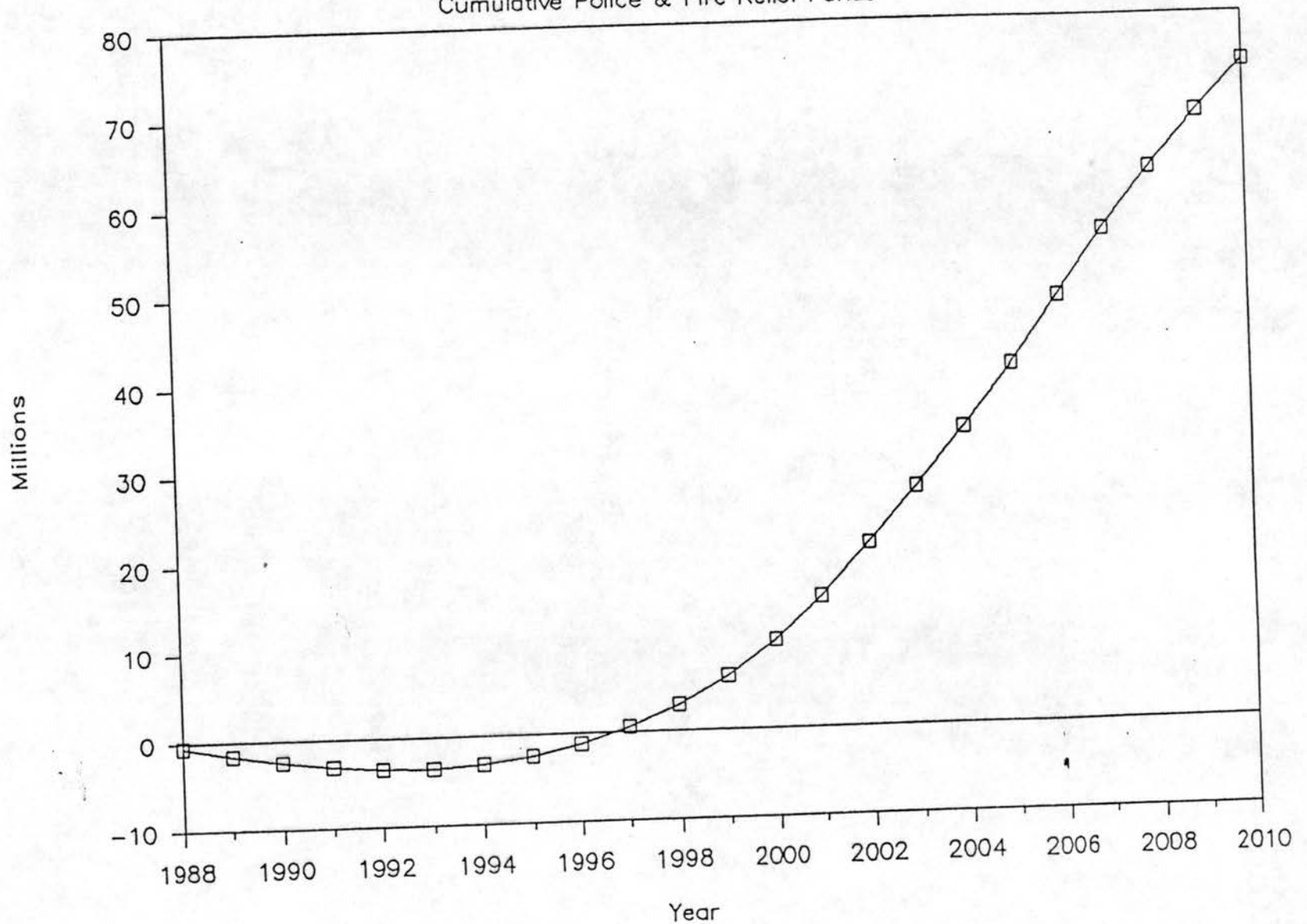
Property Tax Impact 13th Check Bill

Combined Police & Fire Relief Funds



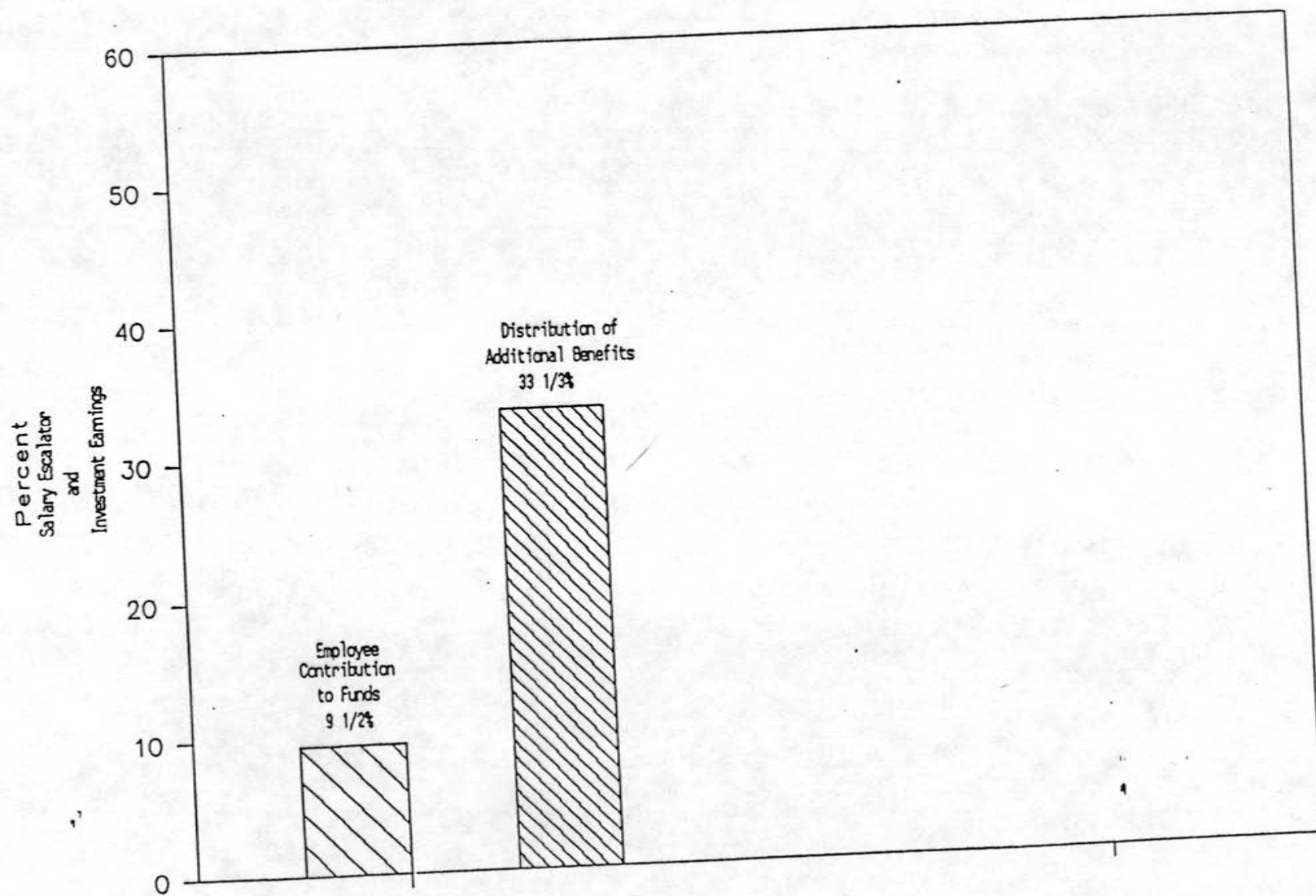
Property Tax Impact 13th Check Bill

Cumulative Police & Fire Relief Funds



Based on Scenario 1: 3 1/2% Salary Escalator, 6 1/2% Earnings

Comparison of Proportion of Employee Contribution to Funds
and Additional Benefit Distribution with 13th Check



1989 MINNEAPOLIS CITY BUDGET

Performance Information

GOVERNMENT MANAGEMENT

FIRE DEPARTMENT RELIEF ASSOCIATION

PENSION BENEFITS

4977

CALCULATION OF LEVY

	<u>1987 Actual</u>	<u>1988 Actual</u>	<u>1989 Request</u>	<u>1989 Mayor's Recommendation</u>
1. Estimated covered payroll	\$ 13,676,400	\$ 13,624,380	\$ 14,222,208	\$ 13,951,309
2. Normal cost percentage	27.28%	27.23%	27.19%	27.19%
3. Normal cost	\$ 3,730,922	\$ 3,709,919	\$ 3,867,018	\$ 3,793,361
4. Administrative expenses	-	141,223	\$ 427,071	\$ 213,667
5. Unfunded accrued liability	\$125,945,911	\$119,335,286	\$112,111,957	\$112,111,957
6. Amortization of unfunded liability	\$ 8,906,560	\$ 8,633,067	\$ 8,311,114	\$ 8,311,114
7. Adjustments -				
(a) Property tax levy not collected	\$ 112,250	\$ 33,801	\$ 134,924	\$ 134,924
(b) Covered payroll	(49,282)	54,288	160,599	160,599
(c) Insurance premium aid	(106,601)	(358,259)	(465,110)	(465,110)
(d) Additional Amortization aid	3,115	3,115	439	439
8. Total contributions required	\$ 12,596,964	\$ 12,217,154	\$ 12,436,055	\$ 12,148,994
9. Employee contributions @ 8%	\$ 1,094,112	\$ 1,089,950	\$ 1,137,777	\$ 1,116,105
10. (a) State amortization aid	\$ 1,478,464	\$ 1,478,464	\$ 1,478,464	\$ 1,478,464
(b) Additional amortization aid	204,238	204,238	203,799	203,799
11. Estimated insurance premium aid	\$ 1,294,000	\$ 1,700,000	\$ 1,800,000	\$ 1,800,000
12. Estimated total contributions from other sources	\$ 4,070,814	\$ 4,472,652	\$ 4,620,040	\$ 4,598,368
13. Employer's minimum obligation	\$ 8,526,150	\$ 7,744,502	\$ 7,816,015	\$ 7,550,626
14. Required tax levy (Line 13 @ 1.0114)	\$ 8,623,348	\$ 7,832,789	\$ 7,905,118	\$ 7,636,703

1989 MINNEAPOLIS CITY BUDGET

POLICE RELIEF ASSOCIATION

Performance Information

GOVERNMENT MANAGEMENT

PENSION BENEFITS

4947

CALCULATION OF LEVY

	<u>1987 Actual</u>	<u>1988 Actual</u>	<u>1989 Request</u>	<u>1989 Mayor's Recommendation</u>
1. Estimated covered payroll	\$ 19,659,825	\$ 19,109,376	\$ 19,277,280	\$ 18,846,749
2. Normal cost percentage	29.66%	29.55%	29.45%	29.45%
3. Normal cost	\$ 5,831,104	\$ 5,646,821	\$ 5,677,159	\$ 5,550,368
4. Administrative expenses	-	240,666	594,236	344,801
5. Unfunded accrued liability	\$149,125,143	\$136,411,928	\$135,247,963	\$135,247,963
6. (a) Amortization of unfunded liability	\$ 10,545,734	\$ 9,868,442	\$ 10,026,239	\$ 10,026,239
7. Adjustments -				
(a) Property tax levy not collected	\$ 120,562	\$ 36,930	\$ 165,291	\$ 165,291
(b) Covered payroll	(97,865)	22,893	110,936	110,936
(c) Insurance premium aid	(57,891)	(285,519)	(851,690)	(851,690)
(d) Amortization Aid	3,547	3,716	692	692
8. Total contributions required	\$ 16,345,191	\$ 15,333,949	\$ 15,722,863	\$ 15,346,637
9. Employee contributions @ 8%	\$ 1,572,786	\$ 1,528,750	\$ 1,542,182	\$ 1,507,740
10. (a) State amortization aid	\$ 1,776,769	\$ 1,776,769	\$ 1,776,769	\$ 1,776,769
(b) Additional amortization aid	243,788	243,620	243,096	243,096
11. Estimated insurance premium aid	\$ 2,043,000	\$ 2,900,000	\$ 2,894,690	\$ 2,894,690
12. Estimated total contributions from other sources	\$ 5,636,343	\$ 6,449,139	\$ 6,456,737	\$ 6,422,295
13. Employer's minimum obligation	\$ 10,708,848	\$ 9,084,810	\$ 9,266,126	\$ 8,924,342
14. Required tax levy (Line 13 @ 1.0114)	\$ 10,830,929	\$ 9,188,377	\$ 9,371,759	\$ 9,026,079

BUDGET AND EVALUATION OFFICE

SURVEY OF PENSION BENEFITS
IN OTHER CITIES

February 1988

POLICE AND FIREFIGHTER PENSION PLANS

Explanation: The calculations for the monthly benefits shown in the last two columns assumes a salary progression as follows: B3- 4%, B7- 4%, B6- 5%, B5- 5%. It also assumes that the highest salaries are earned during the last years worked. The last column uses the current salary of a patrolman or 1st grade firefighter for the cities listed; the salary information was provided by the cities.

System	Normal Retirement Age	Contribution	Final Average Salary	Normal Retirement Benefit Formula	Escalation Provisions	Normal Retirement Monthly Benefit with Final Year Salary of \$30,000 and 25 Years of Service	Normal Retirement Monthly Benefit with 25 years service & actual salary of patrolmen for listed cities
Minneapolis (P)	Age 50 w/20 yrs	Employee- 8% Employer-21.55%	Salary of 1st class patrolman	20 yrs- 34/80 x base 21 yrs- 35/80 x base 22 yrs- 36/80 x base 23 yrs- 37/80 x base 24 yrs- 38/80 x base 25 yrs- 42/80 x base	When base salary changes 1/83- 5% 11/83- 4.2% 9/84- 5% 11/85- 5%	\$1312	\$1608 Based on salary of \$36,749 (Effective 1/88)
Arizona Public Safety (P) (Phoenix)	Any age w/20 yrs service	Employee- 8% all wages Employer- based on solvency of funds; now approx 8%	3 Highest consecutive yrs. of final 10 yrs.	50% x f.a.s. for 20 yrs. service Plus 2% for each yr after 20 up to 25 yrs; 25+ yrs. service: 50% x f.a.s. plus 2.5% for each yr past 20 80% f.a.s. ceiling	Approved annually by Leg. 83- none 84- 95.92 in no. benefits for those 62 and older 85- 10% inc. in base for those 55 and older 86-90- 3% inc. per yr.	\$1503	\$1788 Based on salary of \$35,676 (Effective 2/88)
Atlanta (P)	Age 55 w/15 yrs service Age 65 w/any yrs	Employee- 5% base if have no beneficiary 6% base if have beneficiary Employer- Determined biannually according actuarial reports Now approx. 22%	3 Highest consecutive yrs	2% x f.a.s. x yrs service	COLA based on Nat'l CPI 3% cap 84- 3% 85- 3% 86- 3% 87- 2.6%	\$1203	\$1084 Based on salary of \$27,048 (Effective 2/87)
Austin (P)	Age 50 w/25 yrs Age 55 w/20 yrs Age 62 w/any yrs	Employee- 4% base Employer- 12% base	36 Highest non-consecutive mos. of final 10 yrs	2% x f.a.s. x yrs and mos service Service Past age 62: 2% x f.a.s. Plus 5% per yr to age 65	COLA granted based on combination of Nat'l CPI and investat performance Cap- 4% increase 83- 3% 84- 3% 85- 3% 86- 3% 87- 3% 88- 3%	\$1203	\$1317 Based on salary of \$31,609 Plus longevity- \$1,200
California (P) (Oakland)	Age 50 w/5 yrs	Employee- 9% earnings Employer- None in 1989 due to excess earnings 1986- 15%	12 Highest consecutive months	2% x f.a.s. x age Plus 2.14% at age 51, 2.28% at age 52, 2.42% at age 53, 2.56% at age 54, 2.7% for each yr for ages 55-60 75% f.a.s. ceiling	COLA granted by City, based on actuarial reports 5% cap Has been about 2% per yr since 1976	\$1250	\$1056 Based on salary of \$25,332

System	Normal Retirement Age	Contribution	Final Average Salary	Normal Retirement Benefit Formula	Escalation Provisions	Normal Retirement Monthly Benefit with Final Year Salary of \$30,000 and 25 Years of Service	Normal Retirement Monthly Benefit with 25 years service & actual salary of patrolmen for listed cities
Colorado (P) (Denver)	Age 55 w/25 yrs	Employee- 6% base Employer- 8% base	3 Highest yrs	2% x f.a.s. x yrs service 50% f.a.s. ceiling	Retirement Bd can grant COLA inc based on Hall CPI Cap- 3% increase	\$1203	
Indianapolis (P)	Any age w/ 20 yrs	Employee- 6% base of current 1st class patrolman Employer- Budgeted annually	Salary of 1st class patrolman plus \$800 for longevity for 20 yrs service	50% (Base 1st class + \$800) Plus 1% for each & no after 20 yrs 74% base ceiling	OLD CITY SYSTEM: when base salary increases 85- 5% 87- 5.5% 86- 4.5% 88- 5.5% NEW STATE SYSTEM: COLA - cap 3% 84- 3% 86- 3% 85- 3% 87- 3%	\$1540	\$1360 Based on salary of \$26,398
Kansas City, MO (P)	Any age w/ 25 yrs	Employee- 9.55% base Employer- 19.8% base	Final 2 yr ave	2% x f.a.s. x yrs service 60% f.a.s. ceiling	COLA inc based on local CPI, cap- 3%	\$1226	\$1316 Based on salary of \$32,196
Louisville (F)	OLD SYSTEM: Any age w/20 yrs NEW SYSTEM: (1984) Any age w/25 yrs	Employee- 7% gross Employer- 9.20% gross	3 Highest consecutive yrs	OLD SYSTEM: 50% x f.a.s. Plus 3% for each yr past 20 to 20 yrs service, plus 1% for service beyond 20 yrs, 4 mos 75% f.a.s. ceiling NEW SYSTEM: 56% x f.a.s. Plus 3% for each yr past 25 to 31 yrs service, plus 1% for service for service beyond 32 yrs 75% f.a.s. ceiling	Ad hoc incs granted by City 82- For retirement prior to 7/1/73, inc benefits in \$350 per mo 84- For Retirement prior to 7/1/73, inc monthly benefits by \$30	OLD SYSTEM: \$1583 NEW SYSTEM: \$1347	OLD: \$1096 NEW: \$945 Based on salary of \$21,020 for 1st grade firefighter
Maryland (P) (Baltimore)	Any age w/25 yrs Age 50 w/5 yrs	Employee- 5% base Employer- 17.5% base	2 Highest consecutive yrs	2% x f.a.s. x yrs Plus 1 2/3% for each yr after 25 yrs service No ceiling	Earnings participation, in effect since 1984 Given when earnings exceed 7.5% 84- 9.66% 87- 8.87% 85- None 88- 3.38% 86- 10.39%	\$1226	\$1199 Based on salary of \$29,346

System	Normal Retirement Age	Contribution	Final Average Salary	Normal Retirement Benefit Formula	Escalation Provisions	Normal Retirement Monthly Benefit with Final Year Salary of \$30,000 and 25 Years of Service	Normal Retirement Monthly Benefit with 25 years service & actual salary of patrolmen for listed cities
Nashville (P)	Age 55 w/20 yrs	Employee- None Employer- 13.75% earnings	5 Highest consecutive yrs	A) $21 \times \text{f.a.s.} \times \text{yrs}$ Plus 1.75% f.a.s. for each yr service beyond 25 yrs No ceiling B) When retiree begins receiving Social Security: [(Excess f.a.s. earnings \times 1.75%) + (Base Earnings \times 12)] \times yrs Base earnings depend on yr of birth Excess f.a.s. = f.a.s. - base	COLA based on Hall CPI 5% cap.	\$1151	\$961 Based on salary of \$25,032
New York (P) (Buffalo)	Any age w/20 yrs	Employee- none Employer- 19% gross Set each yr according to actuary report	Final 12 months compensation	50% \times f.a.s.	Increases granted periodically by state leg	\$1250	\$1240 Based on salary of \$25,553 Plus longevity- \$1,200 Plus show up time \$3,000
Ohio (P) (Cincinnati)	Age 52 w/25 yrs	Employee- 9.5% earnings Employer- 19.5% earnings	3 Highest non-consecutive yrs	2.5% \times f.a.s. \times yrs for 20 yrs Plus 2% for 21-25 yrs 1.5% for 26-33 yrs 72% f.a.s. ceiling	Can select between tierst A) COLA based on Hall CPI Cap- 3% Separation pay not included in calculation of f.a.s. First inc will be 7/88 B) No adjustments in benefits, but separation pay is included in calculation of f.a.s.	\$1443	\$1400 Based on salary of \$30,740
Omaha (P)	Age 50 w/25 yrs	Employee- 8.15% earnings Employer- 9.45% earnings	12 Highest consecutive months	50% \times f.a.s. for 25+ yrs service 40% \times f.a.s. for 20 to 25 yrs	COLA based on CPI Cap- 3%	\$1250	\$1285 Based on salary of \$30,822
Washington (P) (Seattle)	PLAN I Age 50 w/5 yrs	Employee- 6% base Employer- 6% base	Members holding same rank for at least 12 mos, the basic sal for that rank at time of retirement OR 2 Highest consecutive yrs	5 yrs but < 10: 1% f.a.s. \times yrs 20 yrs but < 20: 1 1/2% f.a.s. \times yrs 20 + yrs: 2% f.a.s. \times yrs 60% f.a.s. ceiling	COLA based on local CPI no cap B3- 6.4% B4- 0.07% B5- 3.2% 96- 2.08% B7- 0.71%	\$1226	\$1523 Based on salary of \$37,260 and 2 highest yrs
	Plan II Age 58 w/5 yrs	Employee- 7.9% base Employer- 4.74% base	5 Highest consecutive yrs	2% \times f.a.s. \times yrs 60% f.a.s. ceiling	COLA based on local CPI Cap- 3%	\$1151	\$1430

Survivor Benefits Provided in Police and Firefighter Pension Plans

System	Method of Calculation for Monthly Benefits		Lump Sum Payments	
	Post-Retiree Benefits	Pre-Retiree	Post-retiree	Pre-retiree
Minneapolis	19/80 of base pay	19/80 of base pay	None	None
Atlanta	75% of monthly pension 2% reduction for each yr that spouse is more than 5 yrs younger than member	A) If member eligible for retiree: 75% of monthly pension B) If member not elig for retiree: Refund of any remaining employee contributions	None	None
Austin	8 options, including 100% Joint & Survivors 50% J & S Level income for member Level Income w/66 2/3% Last survivor	---	\$2,000	Refund of accumulated deposits and a death benefit equal to the amount of the deposits
California	Member choice of 4 options Plus survivors continuance Options: 1) Refund remaining contri- butions 2) 100% J & S 3) 50% J & S 4) Tailor-made plan Survivors continuance: 50% of unmodified benefit		\$500	---
Colorado	3 Options: 1) Reduced pension to member for life; same pension to beneficiary 2) Reduced pension and 50% pension to beneficiary 3) Reduced pension to both member and beneficiary, upon death of either, 50% deceased's pension to survivor			
Indianapolis	30% base to widow 20% base to children	Line-of-duty death: 50% base to widow		
Kansas City, MO	50% accrued pension, but not less than 25% f.a.s.	Line-of-duty- accrued pension, but not less than 50% of f.a.s., after 10 yrs reduced to 25% f.a.s. Elig to retire- 100% joint and survivors	\$1,000	\$1,000

System	Method of Calculation for Monthly Benefits		Lump Sum Payments	
	Post-Retiree Benefits	Pre-Retiree	Post-retiree	Pre-retiree
Louisville	100% J & S (Same pension benefits as were being paid to member)	Line-of-duty, death: 75% monthly salary Non-job related: 50% monthly salary plus 0.5% for each 6 months over 20 yrs service 60% f.a.s. ceiling		
Maryland	5 Options: 1) Refund balance of present value of annuity 2) Refund balance of present value of retiree allowance 3) 100% J & S 4) 50% J & S 5) Other plan made by member	One of the following: 1) Accumulated contributions; Plus, if member had served 1 or more yrs, 50% f.a.s. or current compensation, whichever is greater 2) If elig for retiree: beneficiary receives allowance equal to the reduced retiree allowance member would have received 3) 25% of current compensation 4) Line-of-duty: Accumulated contributions plus 100% of current compensation		
New York	0 Options when name beneficiary: 1) 100% J & S 2) 50% J & S 3) 5 yr certain 4) 10 yr certain 5) Reduced allowance, cash refund of contributions	6) Reduced allowance, cash refund of initial value 7) Pop-up Joint- Full: beneficiary receives same allowance 8) Pop-up Joint- Half: beneficiary receives half of what member had been receiving		
Ohio	\$310 monthly pension, Plus one of the following: 1) J & S - 1-100% (member selects percentage) 2) Life Annuity Certain and Continuous (member selects 1 of yrs)	\$310 monthly pension		
Oazha	Retired member or elig to retire: 75% of the pension member received or was eligible to receive	Line-of-duty: 35% f.a.s. Member with less than 25 yrs service but at least 5 yrs: 20% final monthly compensation Member with 25+ yrs of service: 35% final monthly compensation	With no widow or children: Refund of accumulated contributions or \$500 With widow/child receiving no. pension: \$1,000 deducted from contributions	With no widow or children: Refund of accumulated contributions or \$500, whichever is greater, paid to beneficiary With widow/child receiving no. pension: Lump sum equal to one year's salary, \$2,000 paid immediately

System	Method of Calculation for Monthly Benefits		Lump Sum Payments	
	Post-Retiree Benefits	Pre-Retiree	Post-retiree	Pre-retiree
Washington	Plan I: Same pension	Active member: 50% f.a.s. Vested member w/ 20 + yrs: allowance member would have received at age 50		
	Plan II: 3 Options: 1) Balance of accumulated contributions 2) 100% J & S 3) 50% J & S	Less than 10 yrs: refund of accumulated contributions Eligible to retire: a) 2% x f.a.s. x yrs, OR b) Refund of accumulated contributions		

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minneapolis

city of lakes

September 8, 1988

Mr. Bill Bassett, City Manager
City of Mankato
202 East Jackson
Box 3368
Mankato, MN 56001

Dear Mr. Bassett:

Enclosed for your information is a copy of materials on the "13th Check" issue that were presented to the City Council's Intergovernmental Relations Committee this week.

If you have any questions, please do not hesitate to contact me at 612-348-2026.

Sincerely,



Dallas L. Petersen
Manager, Finance, City Council

DLP:jb

trans.dlp988

AFFIRMATIVE ACTION EMPLOYER

TTY VOICE (612) 348-2157



Budget & Evaluation Office

13th CHECK REPORT

**Report on Chapter 572 of the
1988 Legislature
on increased retirement benefits
to the Minneapolis Police
& Fire Relief Associations**

Prepared by:
Dallas L. Petersen
Manager-Financial Analysis
September 1, 1988

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minneapolis

city of lakes

September 1, 1988

Council Member Steve Cramer, Chair
Intergovernmental Relations Committee
307 City Hall
Minneapolis, MN 55415

Re: Increase in Police and Fire Relief Pension Benefits

Dear Council Member Cramer:

The 1988 Legislature passed Chapter 572 of which Sections 3 to 6 apply to increased pension benefits to Minneapolis Police and Fire Relief Associations. Section 3 of Chapter 572 provides for an increase in Police Pension benefits when "excess investment income" exceeds the percentage increase of a top grade patrol officer by 1.5% and investment income exceeds 5.0%. This additional benefit is paid to eligible retirees on June 1 each year by a lump sum payment (13th Check).

Excess investment income is limited to 1.5% and is shared with the City and State. The benefit increase is limited to .5% (1/3 of maximum excess investment income of 1.5%) of the assets of the fund or an amount not to exceed the prior year's monthly benefits, whichever is less. In addition, the State Amortization aid is also reduced by 1/3 of the excess investment income and the City obligation (tax levy) in the next year by a similar amount.

Section 4 of Chapter 572 provides the same benefits for the Fire Pension benefits based upon the salary of a top grade firefighter as described above for Police Pension benefits. Section 5, which I believe has erroneous section references, provides that no member of the Minneapolis Police or Fire Relief Associations shall interpret or rely on this act to guarantee or entitle a member to an annual postretirement benefits for period when no excess investment income is earned by either fund.

AFFIRMATIVE ACTION EMPLOYER

TTY/VOICE (612) 348-2157



Section 6 provides that Sections 3, 4, and 5 are effective the day after approval by the Minneapolis City Council and compliance with Minnesota Statutes Section 645.021 and applies to calendar year 1987 investment performance.

History

Our Police and Fire Relief Funds are "closed end" funds which means that after June 15, 1980 no new members are added to these funds and all new Police Officers and Firefighters become members of the state PERA Police and Fire Fund. This change was made to reduce taxpayer costs since PERA is a less expensive plan. Currently there are about 876 active Police and Fire Relief members which is about 72% of the total (1,215) with the balance (339 or 28%) being PERA Police and Fire members.

Funding

The Police and Fire Relief Funds are funded from four sources: (1) member or employee contributions; (2) state amortization aid for unfunded accrued liability; (3) state insurance aid; and (4) Minneapolis property taxes. The costs of these funds can be thought of in two parts. First is the normal cost of covered payroll which is currently 27.19% for Fire and 29.45% for Police, of which the employee pays 8%. Covered payroll is defined as the salary of a top-grade Patrol Officer or Firefighter including longevity and uniform allowance. The percent of normal cost paid by Patrol Officers is 27.16% (8.0%/29.45%) and by Firefighters is 29.42% (8.0%/27.19%) as compared to a PERA Police and Fire Fund Patrol Officer or Firefighter who pay 40% (8.0%/20.0) of PERA normal cost of 20%.

The other cost of our Police and Fire Relief Funds is the amortization of unfunded liability which is the amount required to be paid each year to have the fund fully funded by 2010 assuming a 5% annual investment return and a 3 1/2% annual salary increase (assumptions which are established by state law). The state pays an amortization aid for part of this required annual payment with the balance being paid by the City and the state insurance aid. Increased costs of this law would increase the unfunded liability above what it would otherwise be and result in a commensurate additional cost to the City and its taxpayers, to be funded by 2010.

Comparative Costs of Police and Fire Pensions

	<u>Police</u>	<u>Fire</u>	<u>PERA</u>
Normal Cost Employee	8.0%	8.0%	8.0%
Normal Cost Employer	<u>21.45%</u>	<u>19.19%</u>	<u>12.0%</u>
Total Normal Cost (1)	29.45%	27.19%	20.0%
Unfunded Liability			
Amortization (2)	53.20%	59.57%	0

- (1) For Minneapolis Police and Fire expressed as a percentage of the salary of top-grade Patrol Officer or Firefighter including longevity and uniform allowance. For PERA of total salary regardless of grade.
- (2) Total 1989 amortization cost expressed as a percentage of covered payroll.

1989 Funding

	<u>Police</u>		<u>Fire</u>		<u>Total</u>	
	<u>Amount</u>	<u>Percentage</u>	<u>Amount</u>	<u>Percentage</u>	<u>Amount</u>	<u>Percentage</u>
Employee	\$1,507,740	9.8%	\$1,116,105	9.2%	\$2,623,845	9.6%
State	\$4,914,555	32.0%	\$3,482,263	28.7%	\$8,396,818	30.5%
City	\$8,924,342	58.2%	\$7,550,626	62.1%	\$16,474,968	59.9%
Total	\$15,346,637	100.0%	\$12,148,994	100.0%	\$27,495,631	100.0%

For comparison purposes the cost of the PERA-Police and Fire plan is shown as follows:

PERA Police & Fire

Employee	40%
State	0%
City	60%

Benefits

The current Police and Fire Relief pensions are based upon the annual salary including longevity and uniform allowance for a top-grade Patrol Officer or Firefighter. The maximum benefits to a retired Police Officer is 42/80th (52.5%) after 25 years and 41/80ths (51.25%) for retired Firefighter. Reduced benefits are paid to members retiring early and to surviving spouses and dependent children.

These benefits are automatically increased each year as salary increases are granted to active Police Officers and Firefighters which means each year (or whenever salary increases are approved) retired Police Officers and Firefighters get the same percentage increase as active members. This is a cost of living increase without regard to actual investment performance of the fund.

Examples of the recent increases to Police Officers and Firefighters retiring after July 1, 1980 with 25 years or more of service is as follows:

YEAR	Police Officer		Firefighter		CPI-Mpls Area
	Amount	Percent	Amount	Percent	Percent Increase
1980	\$12,806		\$12,501		
1981	13,785	7.64%	13,336	6.68%	12.31%
1982	14,908	8.15%	14,420	8.12%	10.03%
1983	15,781	5.85%	15,412	6.88%	7.09%
1984	16,340	3.54%	16,212	5.19%	3.65%
1985	17,265	5.66%	16,854	3.96%	3.77%
1886	17,950	3.97%	17,523	3.96%	1.28%
1987	18,801	4.74%	18,354	4.74%	3.00%
1988	19,486	3.64%	19,022	3.64%	

Benefit Comparison

The current Minneapolis Police Relief retirement benefit is based upon the maximum salary of a top grade Patrol Officer plus longevity and uniform allowance with the current (1988) maximum of 42/80ths (52.5%) after 25 years of service or \$19,486 per year. Police Officers retiring before July 1, 1980 receive a maximum of 41/80ths (51.25%) or \$19,022 per year. Police Officers retiring before 25 years of service receive a reduced pension currently 34/80th (42.50%) after 20 years of service and surviving spouses, permanent and temporary disabilitants, and depended children receive other reduced amounts. All retirees receive increases whenever the active Patrol Officers receive an increase and in the same percentage. Current Fire Relief benefits are essentially the same except that their maximum benefit is 41/80th (51.25%) of a top-grade Firefighter.

In comparison to the Minneapolis funds, the Minnesota Public Employees Retirement Association (PERA) Police and Fire Fund members receive a pension based upon their earnings in the highest five consecutive years at 2.5% per year for the first 25 years of service and 2.0% per year thereafter. After retirement PERA Police and Fire Fund members receive an annual increase based upon the earnings of the Minnesota Postretirement Fund managed by the State Board of Investment for earning in excess of the assumed 5% investment return. There is no benefit escalator based upon annual salary increase for active employees.

The actual increases for PERA retirees in comparison to our Patrol Officer and Firefighter salary increases have been as follows;

Increase in Retirement Benefits

Year	PERA	Minneapolis	
		Police	Fire
1981	3.209%	7.64%	6.68%
1982	7.436%	8.15%	8.12%
1983	6.853%	5.85%	6.88%
1984	7.499%	3.54%	5.19%
1985	6.906%	5.66%	3.96%

As a comparison we have computed the estimated retirement benefits for a Patrol Officer or Firefighter with 25 year service retiring on June 30, 1979, January 1, 1981 and January 1, 1988 as follows:

Patrol Officer or Firefighter
Estimated Annual Benefit

	<u>Retired June 30, 1979</u>			<u>Retired Jan. 1, 1981</u>		
	<u>Minneapolis</u>		<u>Minn PERA(1)</u>	<u>Minneapolis</u>		<u>Minn PERA(1)</u>
	<u>Police</u>	<u>Fire</u>		<u>Police</u>	<u>Fire</u>	
1979	\$5,812	\$5,478	\$5,315			
1980	12,501	11,776	10,631			
1981	13,457	12,686	10,971	\$13,785	\$13,336	\$11,884
1982	14,553	13,365	11,787	14,908	14,420	11,884
1983	15,406	14,660	12,595	15,782	15,412	12,697
1984	15,952	15,421	13,539	16,341	16,212	13,649
1985	16,854	16,032	14,474	17,265	16,854	14,592
1986	17,523	16,668	15,615	17,950	17,523	15,743
1987	18,354	17,458	17,144	18,801	18,354	17,284
1988	19,022	18,094	18,525	19,486	19,022	18,676
TOTAL	\$149,434	\$141,638	\$130,596	\$134,318	\$131,133	\$116,409

Retired Jan. 1, 1988

1988 \$19,486 \$19,022 \$18,366

- (1) Assumes PERA Police Officer or Firefighter would elect a 50% Joint and Survivor Annuity at 90% of normal monthly retirement benefits.
- (2) Minneapolis Police and Fire pension are based upon maximum 25 year service pensions in effect at time of retirement.

We have also conducted a study of the retirement benefits for a Patrol Officer retiring with 25 years service in 14 other cities based upon (1) a \$30,000 per year final salary and (2) an actual salary of a Patrol Officer in that city. Our results show that based upon a uniform \$30,000 salary there are four cities that have a higher benefit than Minneapolis (Phoenix, Indianapolis, Louisville and Cincinnati) and based upon actual Patrol Officer salary only one city (Phoenix) has a higher benefit.

It therefore appears from our study that Minneapolis Police Relief benefits are already high in comparison to most other cities and the Minnesota PERA Police and Fire Fund for a Patrol Officer. The main benefit that the Minneapolis Police Relief Plan does not have is higher pension benefits for the promotional ranks of Sergeant or Lieutenant. In most other cities promotional ranks would receive increased benefits based upon their final average salaries before retirement.

The escalation provision of the Minneapolis Police Relief Fund compares favorably to the other cities in our study. Most cities have a COLA based upon the increase in CPI with a 3% cap or ad hoc increases granted by the city or state legislature. Only one other city has increases based upon patrol salary increase (Indianapolis) and one city on additional investment earnings (Baltimore) similar to our state PERA increases. It does not appear that any of our sample cities have benefit increases tied to both salary increases and investment income.

We also have asked the Police and Fire Relief Funds in our letter requesting additional information as to any pension plans that have a double escalator that they have knowledge of. In their response to our inquiry they could cite no other funds whose members get both cost of living escalators and increases from investment gains on the same pension benefits as the 13th check legislation would do for our Police and Fire Relief Funds. Their comparison to pre-1973 retirees is not appropriate since their bonus from the state is based on ad hoc legislation each session; and the amount appropriated, although possibly "based in part on cost living considerations" is not geared to a cost of living index. Similarly, the Minneapolis Teachers guaranteed escalator, being a flat 2% per year, is not geared to a cost of living index.

The only plans that they could cite were Minnesota Coordinated Plans (TRA, PERA, & MSRS) that have an investment earnings increases on the basic plan and cost of living increases on their social security coverage. Accordingly we do not believe there are any other plans except those above that have a double escalator. Also we do not believe that plans coordinated with social security or with fixed or ad hoc increases are really plans that have two methods of escalation. .

Cost Implications

This bill authorizes an additional payment each year to Police and Fire Retirees when investment earnings exceed 1.5% of the current percentage salary increase to the top grade Patrol Officer or Firefighter. The bill also provides a similar reductions in State Aid payments and the City's minimum obligation (tax levy). The net effect of this law is for the City to share investment earnings above 1.5% of the escalator with Police and Fire Retirees and the state at an additional cost to our City Taxpayers.

The actual cost to City will vary depending upon actual investment earnings and Police & Fire salary increases. If the actual investment earnings rate never exceeds 1.5% of the percentage increase in salaries to our top grade Patrol Officers and Firefighters, there is no additional cost to the City. If "excess investment income" occurs, there will be an additional cost to our taxpayers at sometime in the future.

We have asked for and have received a number of projections based upon different earnings that have been prepared by Police and Fire Relief Associations actuary, Gabriel, Roeder, Smith & Company (GRS). These projections are to 2011 and contain the "Net Computed Employer Contributions" or City tax levy cost under three cases which are (1) actual experience equals

assumed experience, (2) actual investment return at a given rate or rates and (3) actual investment return at a given rate or rates and the proposed 13th check program is implemented. The projection also shows under Case 3 the Savings to the State and the 13th check amount.

These projections as prepared by GRS and did not contain any totals or differences and were prepared separately for Police and Fire. We have combined the Police and Fire reports together and totaled the various columns to obtain total cost numbers to the year 2011.

Of the six scenarios run by GRS we have chosen to use two of them for illustrative purposes. Scenario 1 assumes that the funds have a 3-1/2% salary escalator each year and investment earnings of 6-1/2% each year. Thus the spread between raises and earnings are just 3% each year and the maximum impact of the increased benefits and state aid and property tax reductions occur each year. Scenario 2 is an attempt to look at fluctuating experience from year to year and is more conservative in the sense that the average spread over time between salary increases and investment earnings is only 2%.

We are not using the four other scenarios run by GRS that were either requested by the Finance Department or prepared by the funds as part of their study. Two of these runs had uniform earnings of 8% and 10% respectively along with a constant salary escalator of 3-1/2%. This experience was characterized as "highly improbable" by GRS. The other two runs prepared showed wider variation of experience while still averaging a 2% spread between the escalator and investment earnings. GRS objected that the volatility of the assumptions were excessive in these as well as in Scenario 2. Since the volatility was significantly lower in Scenario 2 it was the only one of the three that attempted to duplicate possible market pattern which we chose to use.

	SCENARIO	
	1	2
	Earnings Exceed Escalator by 3% Each Year (3.5% vs 6.5%)	Earnings Fluctuate Exceed Escalator by Average of 2% Each Year
PROPERTY TAX IMPACT:		
A) <u>Property Taxes to Funds:</u>		
Without 13th Check	\$130,860,000	\$159,718,000
With 13th Check	<u>152,252,000</u>	<u>201,199,000</u>
Additional Property Taxes to Funds due to bill	\$ 21,392,000	\$ 41,481,000
B) Estimated Additional Property Taxes required for PERA due to bill	\$ <u>52,356,000</u>	Not available
TOTAL PROPERTY TAX INCREASE	\$ 73,748,000	Not available
Present value @ 8.0%:		
A) Taxes to Funds	\$ 5,445,000	\$ 13,346,000
B) Insurance aid impact	\$ <u>12,561,000</u>	Not available
TOTAL	\$ 18,006,000	Not available
PAYOUT TO RETIREES;		
Additional payout to retirees	\$ 45,400,000	\$ 22,289,000
Present Value @ 8.0% of increased payout	\$ 18,365,000	\$ 8,619,000
SAVINGS TO STATE:		
Reduction in Amortization Aid	\$ 45,400,000	\$ 22,289,000
Present Value @ 8.0% of aid reduction	\$ 18,365,000	\$ 8,619,000

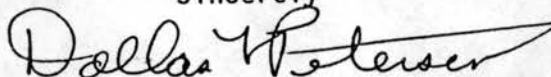
The benefit increase under this bill does not impact the Minneapolis taxpayers immediately as under Scenario 1 (3% over escalator or a 6.5% investment return) the City would save money over the first 5 or 6 years but would have an additional cost that gradually increases over the next 10 to 15 years. The actual 1988 payout to retirees and savings to the State is computed by the Funds to be \$536,936 and this also would mean a similar reduction in our 1988 tax levy payable in 1989.

9/1/88

Summary

This bill is basically an increase pension benefit to our Police and Firefighter retirees that will save our taxpayers some small amounts in the near future (\$1 million or less annually) at the expense of large possible increases (\$6 to \$7 million annually) in later years with no additional benefit to our Minneapolis taxpayer.

Sincerely

A handwritten signature in cursive script, reading "Dallas L. Petersen". The signature is fluid and extends to the right.

Dallas L. Petersen
Manager-Financial Analysis

DLP:cf
pfpena.dlp

packet

AFFIRMATIVE ACTION PLAN

CITY OF CRYSTAL

NOVEMBER 1988

RESOLUTION NO. 88-

RESOLUTION OF AFFIRMATIVE ACTION IN EMPLOYMENT

WHEREAS, the Crystal City Council acknowledges that equal opportunity employment for all persons is a fundamental human value; and

WHEREAS, the City of Crystal does promote and encourage full realization of human rights within City employment; and

WHEREAS, the State of Minnesota declares that artificial barriers to employment, pursuant to M.S. 363.03, are unfair discriminatory practices; and

WHEREAS, under the Minnesota Human Rights Act, Section 363.073, businesses or firms which (a) have more than 20 full-time employees in Minnesota at any time during the previous 12 months, and (b) bid on a State contract for goods or services in excess of \$50,000 must have a Certificate of Compliance issued by the Commissioner of the Department of Human Rights. Certificates are issued to businesses or firms that have an Affirmative Action Plan approved by the Commissioner of the Minnesota Department of Human Rights for the employment of minorities, women and disabled persons; and

WHEREAS, the City of Crystal intends to reinforce Federal merit standard principles and concepts by assuring that all segments of society have an opportunity to enter public service on the basis of open competition and advance according to individual ability;

NOW, THEREFORE, BE IT RESOLVED that the Crystal City Council reaffirms and declares the Affirmative Action Program of Crystal, dated 1988, to the extent that such declaration is reasonable and realistic and is not in conflict with applicable laws of State or Federal authorities:

DECLARATION OF POLICY OF AFFIRMATIVE ACTION

The City of Crystal acknowledges that equal opportunity for all persons is a fundamental human value. Consequently, it is the policy of the City to provide equal opportunity in employment and personnel management for all persons; to provide access to, admission to, full utilization and benefit of training and promotional opportunities without discrimination because of race, color, creed, religion, national origin, sex, age, marital status, public assistance status, veteran status, handicap or disability; and to otherwise promote full realization of human rights within the City to the extent permitted by law. To implement this policy, the City of Crystal requires that

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

This is to affirm the City of Crystal's policy of providing Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of Federal, State and Local governing bodies or agencies thereof, specifically Minnesota Statutes 363.

City of Crystal will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, disability, age, marital status, or status with regard to public assistance.

City of Crystal will take Affirmative Action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

City of Crystal will use its best efforts to afford minority and female business enterprises with the maximum practicable opportunity to participate in the performance of subcontracts for construction projects that this engages in.

City of Crystal will commit the necessary time and resources, both financial and human, to achieve the goals of Equal Employment Opportunity and Affirmative Action.

City of Crystal fully supports incorporation of non-discrimination and Affirmative Action rules and regulations into contracts.

City of Crystal will evaluate the performance of its management and supervisory personnel on the basis of their involvement in achieving these Affirmative Action objectives as well as other established criteria. Any employee of this Company, or subcontractor to this Company, who does not comply with the Equal Employment Opportunity Policies and Procedures as set forth in this Statement and Plan will be subject to disciplinary action. Any subcontractor not complying with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of the Federal, State and Local governing bodies or agencies thereof, specifically Minnesota Statutes 363 will be subject to appropriate legal sanctions.

City of Crystal has appointed the Assistant City Manager to manage the Equal Employment Opportunity Program. His responsibilities will include monitoring all Equal Employment Opportunity activities and reporting the effectiveness of this Affirmative Action Program, as required by Federal, State and Local agencies. The City Manager of Crystal will receive and review reports on the progress of the program. If any employee or applicant for employment believes he/she has been discriminated against, please contact John A. Olson or call 537-8421, ext. 131.

Jerry Dulgar, City Manager

Date

CITY OF CRYSTAL
AFFIRMATIVE ACTION POLICY

It is the policy and intent of the City of Crystal to provide equality of opportunity in employment to all persons. This policy prohibits discrimination because of race, color, religion, national origin, place of residence, political affiliation, disability, marital status, status with regard to public assistance, sex or age in all aspects of its personnel policies, programs, practices and operations. This policy applies to all phases of full-, part-time, temporary and seasonal employment including, but not limited to, recruitment, hiring, placement, promotion, demotion, or transfer; lay-off, recall, or termination. This policy also applies to the use of all facilities and participation in all City-sponsored employee activities.

It is the responsibility of every department head and supervisor to cooperate in the implementation of this policy.

Failure of any employee to perform in a manner consistent with this policy will constitute grounds for reprimand, suspension demotion, or dismissal from the City's employ.

The concept of this Affirmative Action Policy is both consistent with and fundamental to the maintenance of an effective merit system and it shall be implemented as an integral part of the City of Crystal's personnel system.

I. DEFINITION OF AFFIRMATIVE ACTION

Affirmative action is a detailed analysis, by job classification, of the present utilization personnel and an articulation of deficiencies in regard to the employment of protected classes. An affirmative action program is a very specific, aggressive and pragmatic plan to change and/or remedy any management practices which have had the effect of producing inequities in the employment process.

Affirmative action is specifically directed at the effects of management practices rather than at the motives or intent behind these practices. Inequities in the employment process, or discrimination, have been interpreted by the Supreme Court, the Equal Employment Opportunity Commission and Congress as being ". . . the consequences of employment practices not the motivation. Therefore, the relevant exclude a disproportionate number of persons in a statutory protected class. If so the practice is proscribed, absent a showing of business necessity."

Affirmative action signifies a positive, continuing result oriented program developed by an employer to assure meaningful

employment opportunities to all segments of the community from which its personnel is drawn. It requires the aggressive identification and elimination of those barriers which have had the effect, however unintentional, of denying equal employment opportunities to protected class members. In addition, specific goals and timetables for the employment of members of protected classes must be met and these goals and timetables must be realistic and achievable.

Affirmative action results in a more effective and efficient utilization of the available workforce and present employees. Therefore, a sound, detailed affirmative action program is good management that benefits the employer, the employees and the community.

The Equal Employment Opportunity Commission defines the following groups as protected classes: Negro, Oriental, Native Americans, Spanish surname Americans, women of all races, and persons subject to special obstacles in employment such as the physically disabled, persons dependent on welfare and the employable mentally retarded.

II. DESIGNATION OF RESPONSIBILITIES

A. The City Manager

1. The City Manager is authorized and directed to administer this program. He may issue administrative directives and instructions, not inconsistent with this program, to explain and clarify the provisions thereof, and to facilitate its implementation.
2. The City Manager shall take appropriate disciplinary action against any City employee who violates the spirit or intent of any provision of the City's affirmative action program or who harasses any employee in protected classes who gains employment or remedy through the City's affirmative action program.
3. If there is a violation of the City's affirmative action requirements as outlined in Section VIII, the City Manager may take action to terminate any contract agreement between the City and the offending contractor, vendor or sub-contractor.
4. The City Manager shall establish annual goals for the employment of protected class members in consultation with the Assistant City Manager and department heads.

B. The Assistant City Manager shall:

1. Serve as the City's equal employment opportunity coordinator.
2. Assist the City Manager in interpreting the City's affirmative action program to all City employees and interested minority groups, women's organizations and other community groups.
3. Conduct training sessions with managerial and supervisory personnel to emphasize the importance and high priority of the affirmative action program.
4. Work closely with administrative and supervisory personnel to insure their support of and compliance with all provisions of the City's affirmative action program.
5. Develop and maintain communication channels with agencies or organizations representing protected classes concerning all employment vacancies.
6. Conduct ongoing analysis of testing procedures and all other aspects of the recruitment and selection process to insure that artificial barriers to hiring or promoting protected class members are non-existent.
7. Provide counseling to all employees on promotional opportunities and encourage City employees belonging to protected classes to apply and compete for promotional positions.
8. Establish training programs for all interested City employees in order to facilitate their upward mobility. A special effort shall be made to encourage members of protected classes to participate.
9. Include in all job specifications for supervisory positions a section describing responsibilities related to affirmative action.
10. Include in the performance evaluation for supervisory employees reference to the supervisor's compliance with and support of the City's affirmative action program.
11. Provide employees and applicants who have complaints of alleged discrimination with copies of their rights under provisions of the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972 as well as their legal options for registering a complaint.

12. Assist the City Manager in establishing annual minimum goals for the employment of under-utilized protected class members in cooperation with department and division heads.
13. Conduct follow-up interviews with all newly hired City employees belonging to protected classes to determine if any special problems have developed and if such employees are properly placed and trained.
14. Interview all employees who resign from the City's employ to determine whether unfair treatment of discrimination was a factor in their leaving.
15. Maintain an annual audit and monitoring program as outlines in Section IX which will measure the effectiveness of the City's affirmative action program.
16. Maintain and review data relating to the City's affirmative action requirements of contractors, sub-contractors and vendors and report those not in compliance to the City Manager.
17. Report any direct violation or violation of the spirit and intent of the City's affirmative action program to the City Manager for appropriate disciplinary action.
18. Recommend appropriate policy changes to the Civil Services Commission which relate to affirmative action.
19. Meet periodically with the Crystal Human Relations Commission to discuss the progress of the affirmative action program.
20. Be responsible for posting and maintaining the required Federal equal employment opportunity posters and a copy of the City's affirmative action policy on all City bulletin boards.

C. Department Heads shall:

1. Be responsible for understanding equal employment opportunity laws and all provisions of the City's affirmative action program.
2. Report violations of the spirit and intent of the City's affirmative action program to the City Manager's office for disciplinary action.
3. Cooperate with the personnel division to determine those areas of employment where protected classes are under-utilized.

4. In cooperation with the City Manager and the Assistant City Manager, establish annual minimum goals for the employment of under-utilized protected class members.
5. Inform departmental employees of the City's affirmative action program.
6. Explain the affirmative action program when interviewing candidates for appointment or promotion to positions within the department.

III. DISSEMINATION OF POLICY

A. INTERNAL DISSEMINATION OF POLICY

The Assistant City Manager shall undertake the following steps to insure that all present and future employees are advised of and understand the City of Crystal's affirmative action policy and program.

1. A copy of the City's affirmative action policy and program shall be distributed to each City employee. A letter from the City Manager shall inform all employees of the City's firm commitment to this policy.
2. A copy of the City's affirmative action policy shall be prominently placed on all bulletin boards where job announcements are listed and shall be stated on the City's application forms.
3. A training program for all City employees shall be established to explain the purpose of the City's affirmative action program, to stress the City's commitment to this program, to answer any questions that the City employees may have regarding the program's intent and to explain individual employee affirmative action responsibilities and benefits. Subsequent programs shall be conducted annually or as necessary to communicate new developments based on changes in Federal or State legislation and/or regulations regarding equal employment practices.
4. Each supervisor or department head shall be held personally responsible for communicating and explaining the affirmative action program to each employee under his/her supervision.

5. An orientation meeting shall be established with representatives of organized employee groups to inform them of the City's affirmative action policy and program and to request their cooperation.
6. A non-discrimination clause shall be included in all agreements between the City and organized City employee groups. Furthermore, the City shall encourage all organized City employee groups to adopt a policy prohibiting discrimination by the employee groups against its members because of race, color, religion, national origin, political affiliation, disability, marital status, sex or age.

B. EXTERNAL DISSEMINATION OF POLICY

The Assistant City Manager shall undertake the following steps to disseminate information regarding the City's affirmative action policy:

1. A copy of the City's affirmative action policy and program along with a verbal communique stating the City's firm intention of compliance shall be relayed to the protected class recruitment sources.
2. A press release explaining the City's affirmative action program and policy, stressing the City's resolve to provide equal employment opportunity, shall be sent to the news media.

ORGANIZATION CHART
(In Process)

IV. UTILIZATION ANALYSIS

A. Utilization Analysis

The City conducts separate utilization analyses of each job group for minorities and for women (protected groups). The purpose of these utilization analyses is to determine if minorities and/or women are currently being underutilized in one or more of our job groups. The results of these utilization analyses then become the basis for establishing the objectives detailed in this document.

1. Work Force Analysis

A work force analysis report is prepared annually. This analysis contains job titles ranked from the lowest pay grade to the highest pay grade within each department. For each job title, the total incumbents, by race and sex, are listed.

2. Job Groups

The establishment of "job groups" is a part of the Affirmative Action Program. These job groups are used solely in the context of the affirmative action objectives. They have no meaning for any other purpose. For affirmative action job groups, see Section VIII - Problem Area Identification.

3. Availability Analysis

- a. Availability data was developed for total minorities and total women for each job group by using data supplied by the Minnesota Department of Human Rights.
- b. Underutilization is determined annually for each job group. Underutilization is declared when there are fewer minorities or women in a particular job group.

DEPARTMENT Administration

WORKFORCE ANALYSIS

COMPANY City of CrystalDATA AS OF 11/1/88

(CURRENT BY DEPARTMENT)

ADDRESS 4141 Douglas DriveCrystal, MN 55422

JOB TITLE(S)	WAGE RATE OR SALARY RANGE	TOTAL EMPLOYEES			MINORITY EMPLOYEES (*)							
		TOTAL	TOTAL MALE	TOTAL FEMALE	MALE				FEMALE			
					B	H	AI/ AN	A/ PI	B	H	AI/ AN	A/ PI
City Manager	\$62,000	1	1		0	0	0	0				
Asst. City Manager	\$46,000	1	1		0	0	0	0				
Admin. Assistant	\$41,262	1		1					0	0	0	0
City Clerk	\$37,543	1		1					0	0	0	0
Admin. Secretary	\$23,249	1		1					0	0	0	0
Admin. Clerk	\$19,000	1		1					0	0	0	0
Switchboard/Recep.	\$16,500	1		1					0	0	0	0
Community Dev. Coord	\$	1		1					0	0	0	0
Custodian	\$21,940	1	1		0	0	0	0				
TOTALS		9	3	6	0	0	0	0	0	0	0	0

(*) B - Black; H - Hispanic; AI/AN - American Indian/Alaskan Native; A/PI - Asian/Pacific Islander.

DEPARTMENT Police

WORKFORCE ANALYSIS

COMPANY City of CrystalDATA AS OF 11/1/88

(CURRENT BY DEPARTMENT)

ADDRESS 4141 Douglas DriveCrystal, MN 55422

JOB TITLE(S)	WAGE RATE OR SALARY RANGE	TOTAL EMPLOYEES			MINORITY EMPLOYEES (*)							
		TOTAL	TOTAL MALE	TOTAL FEMALE	MALE				FEMALE			
					B	H	AI/ AN	A/ PI	B	H	AI/ AN	A/ PI
Police Chief	\$54,894	1	1		0	0	0	0				
Police Manager	\$41,412	2	2		0	0	0	0				
Police Supervisors	\$38,220	5	5		0	0	0	0				
Police Officers	\$21,744-\$33,408	22	19	3	0	0	0	0	0	0	0	0
Police Dispatchers	\$19,584-\$24,276	5		5					0	0	0	0
Juvenile Specialist	\$34,702	1		1					0	0	0	0
Police Secretary	\$23,844	1		1					0	0	0	0
Police Secretary I	\$20,200	1		1					0	0	0	0
TOTALS		38	27	11	0	0	0	0	0	0	0	0

(*) B - Black; H - Hispanic; AI/AN - American Indian/Alaskan Native; A/PI - Asian/Pacific Islander.

DEPARTMENT Public WorksWORKFORCE ANALYSISCOMPANY City of CrystalDATA AS OF 11/1/88

(CURRENT BY DEPARTMENT)

ADDRESS 4141 Douglas DriveCrystal, MN 55422

JOB TITLE(S)	WAGE RATE OR SALARY RANGE	TOTAL EMPLOYEES			MINORITY EMPLOYEES (*)							
		TOTAL	TOTAL MALE	TOTAL FEMALE	MALE				FEMALE			
					B	H	AI/ AN	A/ PI	B	H	AI/ AN	A/ PI
Public Works Director	\$48,436	1	1		0	0	0	0	0	0	0	0
Asst. City Engineer	\$41,385	1	1		0	0	0	0				
Eng. Aide IV	\$33,284	1	1		0	0	0	0				
Eng. Aide II	\$25,908	1	1		0	0	0	0				
Spec. Assess. Clk.	\$24,411	1		1					0	0	0	0
Pub. Works Secretary	\$22,325	1		1					0	0	0	0
Street Supt.	\$37,970	1	1		0	0	0	0				
Water & Sewer Supt.	\$39,562	1	1		0	0	0	0				
Lt. Equip Operator	\$25,640	6	6		0	0	0	0				
Hvy. Equip Operator	\$26,705	2	2		0	0	0	0				
Mechanic	\$26,705	2	2		0	0	0	0				
Water/Sewer Maint.	\$25,954	6	6		0	0	0	0				
TOTALS		24	22	2	0	0	0	0	0	0	0	0

(*) B - Black; H - Hispanic; AI/AN -
American Indian/Alaskan Native;
A/PI - Asian/Pacific Islander.

DEPARTMENT FINANCEDATA AS OF 11/1/88WORKFORCE ANALYSIS

(CURRENT BY DEPARTMENT)

COMPANY City of CrystalADDRESS 4141 Douglas Drive
Crystal, MN 55422

JOB TITLE(S)	WAGE RATE OR SALARY RANGE	TOTAL EMPLOYEES			MINORITY EMPLOYEES (*)							
		TOTAL	TOTAL MALE	TOTAL FEMALE	MALE				FEMALE			
					B	H	AI/ AN	A/ PI	B	H	AI/ AN	A/ PI
Finance Director	\$48,635	1	1		0	0	0	0				
Acct./Payroll Clk.	\$20,467	1		1					0	0	0	0
Accounting Clerk	\$23,207	1		1					0	0	0	0
Utility Billing Clk.	\$23,260	1		1					0	0	0	0
Secretary(vacant)	\$17,490	1										
TOTALS		5	1	3	0	0	0	0	0	0	0	0

(*) B - Black; H - Hispanic; AI/AN -
American Indian/Alaskan Native;
A/PI - Asian/Pacific Islander.

DEPARTMENT AssessingDATA AS OF 11/1/88WORKFORCE ANALYSIS

(CURRENT BY DEPARTMENT)

COMPANY City of CrystalADDRESS 4141 Douglas Drive
Crystal, MN 55422

JOB TITLE(S)	WAGE RATE OR SALARY RANGE	TOTAL EMPLOYEES			MINORITY EMPLOYEES (*)							
		TOTAL	TOTAL MALE	TOTAL FEMALE	MALE				FEMALE			
					B	H	AI/ AN	A/ PI	B	H	AI/ AN	A/ PI
City Assessor	\$38,749	1	1		0	0	0	0				
City Appraiser	\$33,354	1	1		0	0	0	0				
Assessing Secretary	\$20,812	1		1					0	0	0	0
TOTALS		3	2	1	0	0	0	0	0	0	0	0

(*) B - Black; H - Hispanic; AI/AN -
American Indian/Alaskan Native;
A/PI - Asian/Pacific Islander.

DEPARTMENT FireWORKFORCE ANALYSISCOMPANY City of CrystalDATA AS OF 11/1/88

(CURRENT BY DEPARTMENT)

ADDRESS 4141 Douglas DriveCrystal, MN 55422

JOB TITLE(S)	WAGE RATE OR SALARY RANGE	TOTAL EMPLOYEES			MINORITY EMPLOYEES (*)							
		TOTAL	TOTAL MALE	TOTAL FEMALE	MALE				FEMALE			
					B	H	AI/ AN	A/ PI	B	H	AI/ AN	A/ PI
Fire Chief	\$40,970	1	1		0	0	0	0				
TOTALS		1	1		0	0	0	0	0	0	0	0

(*) B - Black; H - Hispanic; AI/AN -
American Indian/Alaskan Native;
A/PI - Asian/Pacific Islander.

DEPARTMENT Building InspectionsDATA AS OF 11/1/88WORKFORCE ANALYSIS

(CURRENT BY DEPARTMENT)

COMPANY City of CrystalADDRESS 4141 Douglas DriveCrystal, MN 55422

JOB TITLE(S)	WAGE RATE OR SALARY RANGE	TOTAL EMPLOYEES			MINORITY EMPLOYEES (*)							
		TOTAL	TOTAL MALE	TOTAL FEMALE	MALE				FEMALE			
					B	H	AI/ AN	A/ PI	B	H	AI/ AN	A/ PI
Building Inspector	\$37,339	1	1		0	0	0	0				
Asst. Bldg. Inspector	\$32,816	1	1		0	0	0	0				
Inspections Secretary	\$19,000	1		1					0	0	0	0
TOTALS		3	2	1	0	0	0	0	0	0	0	0

(*) B - Black; H - Hispanic; AI/AN -
American Indian/Alaskan Native;
A/PI - Asian/Pacific Islander.

DEPARTMENT Parks & RecreationDATA AS OF 11/1/88WORKFORCE ANALYSIS

(CURRENT BY DEPARTMENT)

COMPANY City of CrystalADDRESS 4141 Douglas Drive
Crystal, MN, 55422

JOB TITLE(S)	WAGE RATE OR SALARY RANGE	TOTAL EMPLOYEES			MINORITY EMPLOYEES (*)							
		TOTAL	TOTAL MALE	TOTAL FEMALE	MALE				FEMALE			
					B	H	AI/ AN	A/ PI	B	H	AI/ AN	A/ PI
Parks/Recreation Dir.	\$45,883	1	1		0	0	0	0				
Asst. Park/Rec Dir.	\$36,263	1		1					0	0	0	0
Recreation Supervisor	\$33,137	1		1					0	0	0	0
Park/Rec Secretary	\$18,527	1		1					0	0	0	0
Park Superintendent	\$35,685	1	1		0	0	0	0				
Park Maint. Worker	\$25,640	8	8		0	0	0	0				
TOTALS		13	10	3	0	0	0	0	0	0	0	0

(*) B - Black; H - Hispanic; AI/AN -
American Indian/Alaskan Native;
A/PI - Asian/Pacific Islander.

DEPARTMENT Health

WORKFORCE ANALYSIS

COMPANY City of CrystalDATA AS OF 11/1/88

(CURRENT BY DEPARTMENT)

ADDRESS 4141 Douglas DriveCrystal, MN 55422

JOB TITLE(S)	WAGE RATE OR SALARY RANGE	TOTAL EMPLOYEES			MINORITY EMPLOYEES (*)							
		TOTAL	TOTAL MALE	TOTAL FEMALE	MALE				FEMALE			
					B	H	AI/ AN	A/ PI	B	H	AI/ AN	A/ PI
Chief Health Insp.	\$38,654	1	1		0	0	0	0				
Health Inspector	\$32,471	2		2					0	0	0	0
Health Dept. Secre.	\$20,634	1		1					0	0	0	0
TOTALS		4	1	3	0	0	0	0	0	0	0	0

(*) B - Black; H - Hispanic; AI/AN -
American Indian/Alaskan Native;
A/PI - Asian/Pacific Islander.

CITY OF CRYSTAL
AVAILABILITY/UTILIZATION/UNDERUTILIZATION

JOB GROUP	TOTAL	FEMALES					MINORITIES				
		UTILIZATION		AVAILABILITY		NUMBER UNDER- UTILIZED	UTILIZATION		AVAILABILITY		NUMBER UNDER- UTILIZED
		NUMBER	%	NUMBER	%		NUMBER	%	NUMBER	%	
MANAGER	13	3	23.1	4.6	35.3	(1.6) 2	0	0	.4	3.2	(.4) 0
PROFESSIONAL/TECH	13	5	38.5	2.2	16.68	0	0	0	.1	.92	(.1) 0
SALES WORKERS											
OFFICE/CLERICAL	18	18	100	14.1	78.3	0	0	0	.5	2.8	(.5) 1
SKILLED CRAFT	2	0	0	.02	.8	(.02) 0	0	0	.002	.1	(.002) 0
OPERATIVES	23	0	0	1.7	7.3	(1.7) 2	0	0	.04	.2	(.04) 0
LABORERS											
SERVICE WORKERS											
Protective Services	29	3	10.3	2.9	10.3	0	0	0	.2	.6	(.2) 0
SMALL COMPANY WEIGHTED AVAILABILITY											

* SOURCE OF AVAILABILITY % SMSA St. Paul, Mpls., 1987, Dept. Jobs & Training

V. GOALS AND TIMETABLES

The City of Crystal, through its Civil Service System, will make good faith efforts in its recruitment, selection for interviews, testing (where applicable) and hiring of minorities and females. The hiring of a candidate will be based on the most qualified person for the position. When all things are equal, the City of Crystal will make good faith efforts to hire minorities and females.

Since goals are set and based on availability and are only estimated and not rigid quotas, it is conceivable that circumstances may sometimes result in their not being achieved. When this occurs, the City and the Civil Service Commission must document all good faith efforts.

Based on availability information provided by the Department of Jobs and Training, the City is underutilized in several of its job groups for both minorities and females (see Availability/ Utilization/Underutilization chart).

Taking into consideration anticipated expansion, contraction and turn over, the following are reasonable goals with what the City believes is a realistic timetable.

A. JOB GROUP: Managerial/Administration

1. PROFILE PERCENTAGE: This job group is made up of 23% females and no minorities.
2. AVAILABILITY PERCENTAGE: Information provided by the Minnesota Department of Jobs and Training indicates that statewide there are 35% females and 3.2% minorities available in this job group.
3. UNDERUTILIZATION: As indicated by the Availability/ Utilization and Underutilization chart, there is an underutilization of two females and no minorities.
4. ANNUAL GOAL: There is very little turn over in this job group, however, if an opening occurs the City will encourage qualified applicants from within to apply, but if there are none the City will actively recruit qualified minorities and females from the outside for this position.
5. ESTIMATED YEAR OF UTILIZATION: 1990.

B. JOB GROUP: Professional/Technical

1. PROFILE PERCENTAGE: This job group has 38.5% females and no minorities.
2. AVAILABILITY PERCENTAGE: Information provided by the Minnesota Department of Jobs and Training indicates that within the metropolitan area there are 17% females and .92% minorities available in this job group.
3. UNDERUTILIZATION: As indicated by the Availability/ Utilization and Underutilization chart, there is an underutilization of no females and no minorities.
4. ANNUAL GOAL: Although there maybe little turn over in this job group in 1989 the City will encourage and actively recruit qualified minorities and females for these positions when they become available. It is the City's goal to hire protected classes for this job group.
5. ESTIMATED YEAR OF UTILIZATION: 1990.

C. JOB GROUP: Operators

1. PROFILE PERCENTAGE: This job group has 0% females and no minorities.
2. AVAILABILITY PERCENTAGE: Information provided by the Minnesota Department of Jobs and Training indicates that within the metropolitan area there are 7% females and .2% minorities available in this job group.
3. UNDERUTILIZATION: As indicated by the Availability/ Utilization and Underutilization chart, there is an underutilization of two females and noe minorities.
4. ANNUAL GOAL: There is little turn over in this job group, however, upon retirements the City will actively recruit qualified minorities and females for these positions.
5. ESTIMATED YEAR OF UTILIZATION: 1993.

D. JOB GROUP: Protective Services

1. PROFILE PERCENTAGE: This job group has 10.3% females and no minorities.
2. AVAILABILITY PERCENTAGE: Information provided by the Minnesota Department of Jobs and Training indicates that statewide there are 10% females and .6% minorities available in this job group.
3. UNDERUTILIZATION: As indicated by the Availability/ Utilization and Underutilization chart, there is an underutilization of no females and no minorities.
4. ANNUAL GOAL: There is little turn over in this job group and none is expected in 1989. Over the past several years, Crystal has not interviewed a minority for Police Officer. This may be due to the strict licensing requirements of the Minnesota Peace Officers Standards and Training Board (P.O.S.T. Board) and/or the use of the Minnesota Police Recruitment System. We will be suggesting a system which minorities can be interviewed.
5. ESTIMATED YEAR OF UTILIZATION: 1991.

E. JOB GROUP: Administrative Support (Office/Clerical)

1. PROFILE PERCENTAGE: This job group has 100% females and no minorities.
2. AVAILABILITY PERCENTAGE: Information provided by the Minnesota Department of Jobs and Training indicates that within the metropolitan area there are 78% females and 2.8% minorities available in this job group.
3. UNDERUTILIZATION: As indicated by the Availability/ Utilization and Underutilization chart, there is an underutilization of one minority.
4. ANNUAL GOAL: There is, little turnover in this job group at this time because of several recent hires. However as persons retire, the City will attempt to recruit qualified minorities for the position. It is the City's goal to meet full utilization in 1989 or 1990.
5. ESTIMATED YEAR OF UTILIZATION: 1989.

F. JOB GROUP: Skilled/Crafted (Mechanic)

1. PROFILE PERCENTAGE: This job group has no females and no minorities.
2. AVAILABILITY PERCENTAGE: Information provided by the Minnesota Department of Jobs and Training indicates that within the metropolitan area there are .8% females and .1% minorities available in this job group.
3. UNDERUTILIZATION: As indicated by the Availability/ Utilization and Underutilization chart, there is an underutilization of one female and no minorities.
4. ANNUAL GOAL: There is very little turn over in this job group. The City will actively recruit qualified females and minorities for this position. It is the City's goal to meet full utilization by 1993.
5. ESTIMATED YEAR OF UTILIZATION: 1993.

VI. PROBLEM/DEFICIENCY IDENTIFICATION AND CORRECTIVE ACTION

A summary analysis of problem/deficiency areas at the City of Crystal indicates the following:

The workforce composition is underutilized in several areas. Please refer to the City Plan of Action below.

The use of applicant flow has been collected in the past. The City will continue to collect and record this information on all future applications for employment.

The total selection process dictates a need to expand our recruiting efforts to attract qualified women and minorities.

CITY PLAN OF ACTION

- A. Job Group: Officials and Administration
Problem/Deficiency Identification
There is an imbalance of women in this job group.
Corrective Action
Recruitment for women will be expanded to include advertising and recruitment in more than the usual manner possibly focusing on the private sector publications.
- B. Job Group: Professional
Problem/Deficiency Identification
There is no imbalance of women and minorities in this job group.
- C. Job Group: Operators
Problem/Deficiency Identification
There is an imbalance of women in this job group.
Corrective Action
The City will actively recruit for qualified women and minorities (even though there is no imbalance in minorities) as persons retire.
- D. Job Group: Protective Services
Problem/Deficiency Identification
There is no imbalance of women and minorities found in this job group.
Corrective Action
The City will continue to recruit qualified women and recommend to the recruiting system that we wish to interview qualified minorities who pass minimum requirements.

- E. Job Group: Administrative Support (Office/Clerical)
Problem/Deficiency Identification
There is an imbalance of minorities in this job group.
Corrective Action
The City will attempt to recruit qualified minorities as openings occur.
- F. Job Group: Skilled/Crafted (Mechanic)
Problem/Deficiency Identification
There is an imbalance of women in this job group.
Corrective Action
The City will attempt to recruit qualified women and minorities for this job group.

VII. MEASURES TO FACILITATE IMPLEMENTATION

To assure progress towards Affirmative Action goals and to guarantee equal employment opportunity to all persons, the City of Crystal shall pursue the following actions relating to hiring, promotion, training opportunities, classification, recruitment and compensation.

The City of Crystal's Civil Service practices shall adhere to the principles of equal employment opportunity and be conducted in accordance with the City Affirmative Action Program. The principles of equal employment opportunity have been introduced into all City written Civil Service policies.

A. Position Descriptions

1. A written position description or job description exists for all permanent positions within the City of Crystal. These descriptions include a position or job title, a general description of the work, minimum qualifications required to perform the work and are available to all employees and prospective job applicants for review prior to application.
2. Position titles and minimum qualifications contained in written descriptions are used in all recruitment advertising.
3. The minimum qualifications of each position are periodically reviewed to determine if all qualifications required are related to actual job performance.
4. Position descriptions for managerial and supervisory positions shall contain a section describing Affirmative Action responsibilities.

B. Recruitment

1. The City of Crystal advertises job openings in the appropriate media for its labor market. All job advertisements state the title of the position, the minimum qualifications, where applications can be obtained and other relevant information. All job advertisements include the statement "An Equal Opportunity/Affirmative Action Employer". In special circumstances, the City may add or substitute the wording "Minorities and Women are Encouraged to Apply". All job advertisements indicate the last day of filing for application of the position advertised. Jobs are posted for 14 days in a conspicuous area for employee and applicant review.
 - a. Announcements of job openings shall be regularly sent to organizations within the labor market who specifically represent women, minorities, and the handicapped.
 - b. Job vacancy announcements shall be sent to appropriate governmental, institutional, civic, educational, handicapped and minority representative agencies within its labor market area.
 - c. The City will use the services of the area Job Services Office for recruitment of persons for most job openings.

C. City Personnel Policies

1. The City Manager or his/her designee shall work with the Civil Service Commission to provide for the revision and ongoing maintenance of the Civil Service Code and employee handbook detailing employee benefits, terms and conditions of employment, employee actions, employee obligations, and rights and privileges of employees. The Code shall be revised and be consistent with the Affirmative Action Program and be reviewed annually.
2. Each department shall be appraised of Affirmative Action goals and briefed regarding the City's commitment to achieving the goals within targeted periods.

3. The employment application form currently utilized is intended to eliminate artificial employment barriers by not requiring irrelevant information as a part of employee selection that is not directly representative of an applicant's skills or qualifications to perform the duties of any position.

To insure impartial selection and promotion of employees, the City Manager or his/her designee shall:

- a. Analyze all existing selection procedures, structured interviews, and other such devices to determine their value as a measure of job success.
- b. Administer all appropriate tests under standardized and uniform conditions and provide for impartial evaluations of test results.
- c. Encourage the promotion of minority, disabled and female employees.
- d. Assure that no person be given preference or denied employment opportunity because of past promises of a job, personal characteristics, personal reputation, political or union affiliation or other qualities unrelated to job performance.
- e. Screen applications and determine applicant eligibility for employment by utilizing appropriate selection procedures.
- f. In accordance with the Minnesota Data Practices Act, any information gathered by the employer regarding reference checks, personal or criminal history, shall be made open and available to prospective job candidates upon request for the purpose of inspection. Such persons shall have the right to challenge all such information.

D. Selection and Hiring

1. All applicants for employment at the City of Crystal shall be reviewed to determine if applicants meet minimum qualifications for the position. Applicants who do not meet minimum qualifications shall be so informed by written notice.
2. The selection process shall give prime consideration to minimum qualifications necessary to perform the job.
3. The City shall make "good faith" efforts to meet its Affirmative Action goals by giving consideration to those protected class candidates who possess minimum qualifications for the positions.
4. No applicant shall be prohibited from applying for a City position because of past criminal convictions.

E. Evaluation of Job Performance

1. Probationary periods for entry and promotional positions shall be uniformly applied and no protected class employee shall be subject to a probationary period different in length from any other employee.
2. All performance evaluation systems used shall be directly related to actual performance on the job.
3. Performance evaluations of supervisors and department heads shall include an appraisal of their performance in implementing and adhering to the City's Affirmative Action Program.
4. All performance appraisals shall be in writing and shall be reviewed with employees and made part of their permanent personnel record.
5. Employees dismissed shall have the benefit of:
 - a. Appropriate and progressive disciplinary measures as outlined in the City's Employee Handbook.

- b. An opportunity to have his/her dismissal reviewed by the Personnel Director and City Manager to determine if discriminatory practices were factors in his/her dismissal and to recommend a remedy if so justified.

F. Compensation

- 1. All compensation schedules for City employees shall adhere to State and Federal laws and shall not discriminate upon the basis of race, sex, color, religion, national origin, handicap, disability, age, marital status, veteran status, political affiliation or status with regard to public assistance.
- 2. All fringe benefit schedules shall be equal for members of both sexes and shall not discriminate against any employed member of a protected class.

G. Termination - Disciplinary Procedures

- 1. All disciplinary procedures within the City organization shall be applied equally and shall not discriminate against any employee upon the basis of race, sex, color, creed, national origin, handicap, disability, age, marital status, veteran status, political affiliation or status with regard to public assistance.
- 2. Equivalent internal grievance procedures shall exist for all employees either through Civil Service policies or union agreements.

H. Training

- 1. All training programs shall be extended to all employees, if the program is job related and would result in better work performance. No employee shall be restricted from attending such programs or courses because of race, color, sex, creed, marital status, religion, national origin, union affiliation, or status

with regard to public assistance. Special efforts shall be made to include and encourage employees in protected classes to attend such programs and courses.

2. All employees, particularly protected class members, shall be informed of the opportunity and encouraged to take career related courses and/or formal training. Information on the City,s policy regarding tuition reimbursement shall be widely disseminated.
3. All employees, particularly protected class members, shall be informed of the opportunity and encouraged to take career related courses and/or formal training. Information of the City,s policy regarding tuition reimbursement shall be widely disseminated.

I. Career Advancement

1. All qualified City employees shall be encouraged to consider career advancement through promotions and/or transfers.
2. All job openings shall be posted on all bulletin boards. No present employee shall be discouraged or prevented from applying for any vacancy for which she/he is qualified.
3. A combination of education, past work experience and experience gained in the City,s employ shall be considered in assessing the qualifications of the applicant. Unnecessarily narrow job requirements which might reduce competition from promotion across divisional and departmental lines or within division or department shall be eliminated.
4. Protected class members employed by the City who have increased their skills and job potential shall be encouraged to apply and compete for promotions.

J. Documentation of Good Faith Efforts to Reach Affirmative Action Goals

1. The Assistant City Manager shall keep a written record of the efforts to meet City goals for employment of protective class employees.
2. The Assistant City Manager shall review and comment on unsuccessful City efforts to employ protected class members in accordance with the City,s Affirmative Action goals and timetables.

K. Complaint Procedure

1. City responsibility.

- a. The City has the responsibility to receive, investigate and attempt to resolve internal and external charges of alleged violations of its obligation under government regulations. Appropriate action is taken to assure that the rights of individuals to file complaints or participate in investigations, hearings, or any other procedure for resolving such complaint will be respected and not interfered with in any manner.
- b. Complaints and all actions taken to resolve them through the City must be maintained in strictest confidence. No individual should be intimidated, threatened, coerced or discriminated against the the City for filing a complaint, furnishing information, or participating in any manner in investigations, compliance reviews, hearings, or any other activities regulated to the administration of Federal, State and Local regulations.

2. Applicant's Right to File Complaints of Alleged Discrimination

Applicants who believe the City has violated its obligations under government regulations may file complaints either with the City, the Minnesota Department of Human Rights or the Department of Labor.

To file with the City, an applicant should contact the City Manager or his/her designee who will pursue the matter.

A written complaint must be filed with the Department of Labor. Information on filing complaints with the State is available in the City Manager,s office.

3. Employees, Right to File Complaints of Alleged Discrimination

Employees who believe the City has violated its obligations under government regulations may file complaints either with the City, the Minnesota Department of Human Rights or the Department of Labor.

Employees may bring their concerns to the attention of their immediate supervisor or they may also wish to

address the department head and/or directly contact the Personnel Director or City Manager.

Employees may file written complaints with the Department of Labor. Information on filing complaints with the State are available in the City Manager's office.

VIII. INTERNAL AUDIT AND REPORTING SYSTEMS

In order to successfully evaluate the implementation of the City's Affirmative Action Program, the following data shall be maintained by the City Manager or his/her designee:

A. Recruitment Sources

Data shall be maintained regarding all recruitment and media sources notified of City job vacancies.

B. Applicant Flow Data

Data shall be maintained that indicates, by job classification, EEO job category, the total number of applicants interviewed, those offered positions, and those hired, in order to determine the effectiveness of the City's recruitment process and to assess the City's progress toward equal opportunity employment.

C. Applicant Referrals

A file of all interested applicants shall be maintained in order to notify such applicants when vacancies occur for which they would be qualified.

D. Promotions

Data shall be maintained regarding promotions and indicating by job classification and EEO category, those employees who are promoted.

E. Terminations

Data shall be maintained on all terminations by job classification including the reasons for terminating. This data will be used to determine if a disproportionate number of employees belonging to protected classes are terminated.

IX. AFFIRMATIVE ACTION PLAN FOR DISABLED INDIVIDUALS

A. DISABLED INDIVIDUALS AFFIRMATIVE ACTION CLAUSE

The City of Crystal shall not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The City of Crystal agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The City of Crystal agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act. The City of Crystal agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices shall state the City of Crystal obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

The City of Crystal shall notify each labor union or representative of workers with which it has a collective bargaining agreement that the City is bound by the terms of Minnesota Statutes, Section 363.073 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

B. SCHEDULE FOR REVIEW

The City of Crystal will review all physical and mental job requirements to the extent that these requirements tend to screen out qualified disabled individuals. It will be determined whether these requirements are job related, and consistent with business necessity and the safe performance of job.

PRE-EMPLOYMENT MEDICAL EXAMS

The City of Crystal may require a comprehensive medical exam prior to employment. The results of such an examination will not be used to screen out qualified

disabled individuals. Information obtained in response to such inquiries or examination shall be kept confidential

except that (a) supervisors and managers may be informed regarding restrictions on the work or duties of disabled individuals and regarding accommodations, (b) first aid and safety personnel may be informed, where and to the extent appropriate, if the condition might require emergency treatment and (c) officials, employees, representatives, or agents of the Minnesota Department of Human Rights or local human rights agencies investigating compliance with the act or local human rights ordinances shall be informed if they request such information.

D. ACCOMMODATIONS TO PHYSICAL AND MENTAL LIMITATIONS OF EMPLOYEES

The City of Crystal shall make a reasonable accommodation to the physical and mental limitations of an employee or applicant unless such an accommodation would impose an undue hardship on the conduct of the business.

E. COMPENSATION

In offering employment or promotions to disabled individuals, the City of Crystal shall not reduce the amount of compensation offered because of any disability income, pension, or other benefit the applicant or employee receives from another source.

F. OUTREACH, POSITIVE RECRUITMENT, AND EXTERNAL DISSEMINATION OF POLICY

The City of Crystal shall review employment practices to determine whether the Civil Service programs provide the required affirmative action for employment and advancement of qualified disabled individuals. Based upon the findings of such review, the City of Crystal shall undertake appropriate outreach and positive recruitment activities, such as those listed below.

1. Develop internal communication of obligation to engage in affirmative action efforts to employ qualified disabled individuals in such a manner as to foster understanding, acceptance, and support among executive, management, supervisory, and all other employees and to encourage such persons to take the necessary action to aid the City of Crystal in meeting this obligation.

2. Develop reasonable internal procedures to ensure that the obligation to engage in affirmative action to employ and promote qualified disabled individuals is being fully implemented.
3. Periodically inform all employees and prospective employees of the commitment to engage in affirmative action to increase employment opportunities for qualified disabled individuals.
4. Enlist the assistance and support of recruiting sources (including state employment security agencies, state vocational rehabilitation agencies or facilities, sheltered workshops, college placement officers, state education agencies, labor organizations and organizations of or for disabled individuals) of the City of Crystal's commitment to provide meaningful employment opportunities to qualified disabled individuals.
5. Engage in recruitment activities at educational institutions which participate in training of the disabled, such as schools for the blind, deaf, or retarded.
6. Establish meaningful contacts with appropriate social service agencies, organizations of and for disabled individuals, vocational rehabilitation agencies or facilities, for such purposes as advice, technical assistance, and referral to potential employees.
7. Review employment records to determine the availability of promotable and transferable qualified known disabled individuals presently employed, and to determine whether their present and potential skills are being fully utilized or developed.
8. Include disabled workers when employees are pictured in consumer, promotional, or help wanted advertising.
9. Take positive steps to attract qualified disabled persons not currently in the workforce who have requisite skills and can be recruited through affirmative action measures.

G. INTERNAL DISSEMINATION OF POLICY

Realizing that an outreach program is ineffective without adequate internal support from supervisory and management personnel and other employees, who may have had limited contact with disabled persons in the past, and in order to assure greater employee cooperation and participation, the City of Crystal shall disseminate this policy internally as follows:

1. Include it in the Employee Handbook.
2. Publicize it in the City Employee Newsletter and other media.
3. Conduct special meetings with executive, management, and supervisory personnel to explain the intent of the policy and individual responsibility for effective implementation, making clear the City of Crystal's attitude.
4. Schedule meetings with all employees to discuss policy and explain individual employee responsibilities.
5. Discuss the policy thoroughly in both employee orientation and management training programs.
6. Meet with union officials to inform them of the City of Crystal's policy, and request their cooperation.
7. Include nondiscrimination clauses in all union agreements.
8. Include articles on accomplishments of disabled workers in City publications.
9. Post the policy on City bulletin boards, including a statement that employees and applicants are protected from coercion, intimidation, interference, or discrimination for filing a complaint or assisting in an investigation under the Minnesota Human Rights Act.
10. When employees are featured in employee handbooks or similar publications for employees, include disabled employees.

H. RESPONSIBILITY FOR IMPLEMENTATION

The City Manager, or his/her designee is designated director of Crystal Park,s affirmative action activities.

His/her identity shall appear on all internal and external communications regarding Crystal's affirmative action programs. The City Manager has been given necessary top management support and staff to manage the implementation of this program, including the following activities:

1. Develop policy statements, affirmative action programs, and internal and external communication techniques, including regular discussions with local managers, supervisors, and employees to be certain the City of Crystal's policies are being followed. In addition, supervisors shall be advised that:
 - a. their work performance is being evaluated on the basis of their affirmative action efforts and results, as well as other criteria; and
 - b. the City of Crystal is obligated to prevent harassment of employees placed through affirmative action efforts.
2. Identify problem areas in conjunction with line management and known disabled employees, in the implementation of the affirmative action plan, and develop solutions.
3. Design and implement audit and reporting systems that will:
 - a. Measure effectiveness of the City of Crystal's plan;
 - b. indicate need for remedial action;
 - c. determine the degree to which objectives have been attained;
 - d. determine whether known disabled employees have had the opportunity to participate in all company sponsored educational, training, recreational, and social activities; and
 - e. ensure that each location is in compliance with the Minnesota Human Rights Act.

4. Serve as liaison between the City of Crystal and the Minnesota Department of Human Rights.
5. Serve as liaison between the City of Crystal and organizations of and for disabled persons, and arrange for the active involvement by company representatives in the community service programs of local organizations of and for the disabled.
6. Keep management informed of the latest developments in the entire affirmative action area.
7. Arrange for career counseling for known disabled employees.

I. DEVELOPMENT AND EXECUTION OF AFFIRMATIVE ACTION PROGRAMS

The Affirmative Action Plan for the City of Crystal shall be developed and executed as follows:

1. Job qualification requirements reviewed shall be made available to all members of management involved in the recruitment, screening, selection, and promotion process.
2. The City of Crystal shall evaluate the total selection process including training and promotion to ensure freedom from stereotyping disabled persons in a manner which limits their access to all jobs for which they are qualified.
3. All personnel involved in the recruitment, screening, selection, promotion, disciplinary, and related processes shall be carefully selected and trained to ensure that the commitments in its affirmative action program are implemented.
4. A special effort shall be made to include qualified disabled persons on the personnel relations staff.
5. Disabled employees shall be made available for participation in career days, youth motivation programs, and related activities in their communities.

Jerry Dulgar, City Manager

Date

kg

APPENDIX NO. 1

RECRUITMENT RESOURCES

Anishinabe Council of Job Development
1515 East Lake Street, Suite 206
Minneapolis, MN 55407

American Indian Center
341 University
St. Paul, MN 55103

Courage Center
3915 Golden Valley Road
Golden Valley, MN 55422

Women in the Trades
1033 Lowry Avenue NE
Minneapolis, MN 55418

Sister Kenny Institute
2727 Chicago Avenue
Minneapolis, MN 55407

Jobs & Training Service
5436 Douglas Drive
Crystal, MN 55429

APPENDIX NO. 2

MEDIA SOURCES

Star Tribune-Newspaper of the Twin Cities
425 Portland Avenue
Minneapolis, MN 55415

St. Paul Pioneer Press-Dispatch
55 East Fourth Street
St. Paul, MN 55101

Minneapolis Spokesman
3744 Fourth Avenue South
Minneapolis, MN 55401

Post Publications
8801 Bass Lake Road
New Hope, MN 55428

November 28, 1988

City Manager
City of Crystal
4141 North Douglas Drive
Crystal, Minnesota

Re: Douglas Court Apartments

Dear Sir:

We have pursued the avenues open to renters of residential units to remedy the uninhabital, unsanitary hot water situation that has existed in your city for several months. Now we would like to petition that the City Ordinances be rewritten to include enforceable statutes relating to building owners providing tenants with hot water.

Beginning in June, 1988, we contacted the City of Crystal office asking for help in drafting a resolution to assist us in getting hot water. During July, 1988, the boiler was either replaced or repaired to serve the west wing of Douglas Court Apartments. The situation has gradually deteriorated. The residents are now suffering without hot water for laundry, general housecleaning and personal hygiene. We have been without hot water since July, 1988. The resident manager has been informed at least weekly about the situation.

We have been told repeatedly by Ms. Mary Flandry, the Health and Safety Inspector of the City of Crystal, that there is nothing the City can do to intervene in our plight because there has been no violation of the ordinances.

The State of Minnesota Boiler License Office states that there is nothing they can do. The Attorney General's office was also contacted. They referred us back to the City of Crystal.

Therefore, a change in the ordinance requiring owners to provide hot water is urgently needed. This appears to be the only option for the residents of Douglas Court Apartments.

Please contact me directly regarding this situation.

Sincerely,

Jodelle Barrett
Home: 591-0077
Office: 936-1853

cc: City Council

November, 1988

Each of the undersigned tenants of the West Wing of Douglas Court Apartments would like to verify the following:

1. Surging hot/cold water during the months of June and July, 1988.
2. Low water pressure continuously since July, 1988.
3. Inadequate hot water supply since July, 1988.
4. Hot water unavailable during high demand times (6-8 a.m. and 6-11 p.m.) since July, 1988
5. Manager notified of situation since July, 1988, but no response.

<u>NAME</u>	<u>ADDRESS</u>
Deirda Warren	6400 27 th #301
Nolan R. Dalton	6400 27 th #103
Laura Beechholz	6400 27 th Apt #104
Bette Aytro	6400 27 th Apt #102
Joe E. R.	" " #102
Gloria Umbles	6400-27 th Apt #202
Shirley Needham	6400 27 th Apt #
Steve Boullion	6420 27 th Ave N #106
Bill Behring	6420 27 th Ave N #105
Louella Mulqueen	6420 27 th Ave N #205
Evelyn Pieper	6302 - 27 th Ave
Cheryl Reider	2710 Florida Ave N #110
Roxanne Tinstad	2710 Florida Ave N #210
Marlin Schaefer	2710 Florida
Ann Stafford	2710 Florida #309
Jeff Warren	2710 Florida #309

NAMEADDRESS

Kim - Meyers	2710 Florida Ave. N. 312
Diana Bruberg	2710 Florida #310
Wm Jansen	"
Lelia Herdegen	2720 Florida Ave. No #116
Leeq Olson	2720 Florida Ave #15
Denise Buhmann	" "
Lydia Lucke	
Margaret Arndt	2720 Florida
Annette Sajko	2720 Florida Ave. N. #316
Not listed	2720 Florida Ave. N. #314

June 22, 1988

Mr. Wallace K. Kenneth
Owner
Douglas Court Apartments
c/o 5701 Lincoln Drive
Edina, Minnesota 55436

Re: Water Problem

Dear Mr. Kenneth:

After contacting your previous manager, Anna Klepzig, your professional management company, McKenna Management and Kathy McKenna and Sandy Vee of that office, as well as your present manager, Trish Tigie, we now find it necessary to bring this problem directly to your attention. Our living situation has become untenable.

I enclose a letter that was sent to the Health and Safety Inspector of the City of Crystal today which explains the water problem in more detail. I believe it is self-explanatory; however if you need further information, please do not hesitate to contact the author of that letter.

The purpose of this letter, however, is to request your presence at a tenant's meeting currently set for Tuesday, June 28, 1988 at 7:00 p.m. at poolside. Flyers have been distributed throughout the complex and we expect an excellent turnout for this meeting. At that time, we would like for you to explain what you intend to do about the water problem and for us to express our concerns. We enjoy living at Douglas Court; we do, however, want the water problem solved as efficiently and expeditiously as possible.

Thank you for your courtesy.

Very truly yours,

CONCERNED TENANTS AT DOUGLAS COURT

cc: Ms. Trish Tigie
McKenna Management Company

June 22, 1988

Ms. Mary Flandry
Health and Safety Inspector
City of Crystal
4141 North Douglas Drive
Crystal, Minnesota

Re: Douglas Court Apartments

Dear Ms. Flandry:

We are writing this letter to you as concerned tenants of the Douglas Court Apartments. We have been in telephone contact with your office regarding a water problem at Douglas Court, but your office states that there is nothing they can do. I will reiterate the problem in this letter once again in case you are unaware.

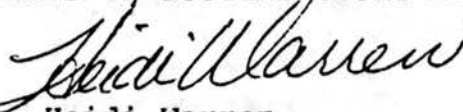
For some time (about 4 months) there have been water problems at the apartment complex. We have been without water at times; without hot water at times; and now we are suffering with surging hot and/or cold water. While showering, extreme water temperatures will occur at will. After setting a comfortable temperature at the faucet level, the shower will suddenly turn either burning hot or fiercely cold. There is nothing that a person can do to avoid either being burned or suffering through an ice-cold shower. The water temperature will vary greatly several times during the duration of the shower.

We cannot put our children in the shower for fear of burning their skin. We suffer through ours.

As the Health and Safety Inspector for the City of Crystal, is there not someone in your department that should inspect this problem? Please respond to this letter before June 27, 1988 either in writing or you may call me at my office at 330-9709.

Very truly yours,

TENANTS OF DOUGLAS COURT APARTMENTS

By 
Heidi Warren
Tenant

cc: Jerry Dulgar
City Manager

MEMORANDUM

TO: Mr. Wallace B. Kenneth
FROM: Heidi Warren
DATE: June 29, 1988
RE: Douglas Court Tenant's Meeting
Held June 28, 1988

This is our home; it is only as good as we make it. The tenants of Douglas Court like living here. The people are friendly; the location is superb. The living conditions, however, leave much to be desired. This was the main theme of last night's meeting. There were 25 tenants at the meeting representing both sides of the complex. More detailed and specific concerns follow:

The basic reason for the meeting was the water problem on the west half of the complex. Copies of the correspondence that went out to the City of Crystal and the owner were distributed as each tenant arrived. I began the meeting and addressed this problem specifically, stating that you had called me twice stating your concern about the problem and informing me that a new boiler will be installed by Thursday night. Everyone was pleased with this action; but were dismayed at the process we had to go through to get action on this serious of a problem.

The tenants from the East end of the complex also have concerns about their water system. It seems that they are now experiencing the same surging hot and cold water that the West end endured.

Drains and sewers were discussed. It seems that water and sewage back up in the first and second floor apartments. Third floor residents get no back up. A master plumber who lives in the complex attended the meeting and stated that the entire system should be looked at by a qualified professional who could assess the problem and provide a solution. He feels that a lot of the people hired to do work around the complex are not qualified and thus cannot do an adequate job, costing

less in the short run, but in the long run probably will cost more.

Water has been a problem in the lower garages. It is leaking from somewhere.

Our maintenance man and caretakers do an excellent job. They are busy and most of the tenants feel that they are over-worked and expected to perform duties way beyond their expertise. This led to a discussion about general maintenance scheduling. The question was raised as to how long it would take for routine maintenance problems. It was suggested and confirmed by the resident manager who was in attendance that a call for maintenance should be answered within 24 hours. This is not to say the problem can be fixed within 24 hours, but just that an answer to the inquiry would be made within the said 24 hours. The tenant should be informed as to when the problem can be rectified, whether tomorrow or a week from tomorrow. The tenant can then expect the problem to be alleviated by that time. It seems that some tenants do not want maintenance people in their homes when they are home or have a scheduled day off to be home. The tenants would like to know when the maintenance will be performed so that they can make arrangements to not be home.

There was a general discussion about general problems. Tenants feel they are paying market value rents for nonmarketable rental units. The complex is generally run down. Some of the tenants said that when they call in for repairs, the manager has stated that "the budget does not allow for repairs to be done this month."

A list of suggested repairs and general fix-ups follow:

1. Clean and repair all air conditioners; most of them run inefficiently, if at all.

2. Locks and closures on outside doors need repair; The 6300 outside front door does not lock; the 6400 outside front door does not close.

3. Locks need to be installed on the laundry room doors. It seems that one of our tenants was assaulted by a black man while doing laundry. Another tenant stated that the money boxes on the machines have been broken into. A lock on the door would solve both these problems.

4. Most of the tenants have requested screen doors for their patios. The seals on the patio door glass in many apartments has been broken and the windows cannot be seen out of.

A suggestion has been made for a 9:00 p.m. curfew for all children under the age of 12 Sunday through Thursday. It seems most tenants would appreciate this rule and the resident manager seems receptive. We would appreciate all comments by all tenants to the resident manager on enforcing this rule.

Last weekend we ran out of chlorine for the pool. It was noticed on Saturday evening. Instead of closing the pool on a Sunday, a tenant (namely, me) went and purchased chlorine for the pool; reimbursement is coming from McKenna Management.

The meeting adjourned at 8:00 p.m. and I believe all who attended felt better just airing their concerns. I hope this memorandum helps you to better understand our concerns about where we live and how we want to live. Everyone truly believes that with the change in management things can improve. Open lines of communication are important. The tenants want to be informed and feel they should be informed. We appreciate your attention to problems in and around Douglas Court.

cc: Ms. Trish Tighe
All residents

*Packet +
Council*



4141 Douglas Drive North • Crystal, MN 55422-1696 • 537-8421

ADMINISTRATIVE OFFICE

MEMO TO: ALL HOLDERS OF CRYSTAL ZONING BOOKS

FROM: DARLENE GEORGE, CITY CLERK *D.G.*

Attached you will find a copy of a new ordinance, or ordinances, as the case may be, which were recently passed by the City Council and are in effect.

Please remove the old page or pages from your Crystal Zoning Book and replace them with the new, as this is the only way you will keep your book up-to-date.

Thank you for your cooperation.

enclosure

- (c) the existing non-conformity is less than 50% of the current ordinance requirements; and
- (d) the land or the structure or either or both the land and structure are non-conforming within the meaning of Subsection 515.55; and
- (e) the City Manager recommends to the Council in writing that the enlargement or expansion of the non-conforming use would not adversely affect the public health or safety;

the enlargement or expansion of the non-conforming structure does not require a variance under the provisions of this section if the structure after enlargement or expansion otherwise complies with all requirements of the City Code and the Zoning Code. (Added, Ord. No. 88-6, Sec. 2)

515.57. Administration - Certificate of Occupancy. Subdivision 1. No building or structure hereafter erected or moved, or that portion of an existing structure or building erected or moved shall be occupied or used in whole or in part for any purpose whatsoever until a certificate of occupancy shall have been issued by the Building Inspector stating that the building or structure complies with all of the provisions within this Code.

Subd. 2. Application. Said certificate shall be applied for coincident with the application for a building permit, conditional use permit and/or variance and shall be issued within ten days after the Building Inspector shall have found the building or structure satisfactory and given final inspection. Said application shall be accompanied by a fee as outlined in Section 1015 of the Crystal City Code.

Subd. 3. Construction performed pursuant to the provisions of Section 400 of the City Code shall not be subject to the requirement of a Certificate of Occupancy established by this Code.

515.59. Enforcement and Penalties. Subdivision 1. This Code shall be administered and enforced by the Building Inspector who is hereby designated as the Zoning Administrator. The Building Inspector may institute in the name of the City of Crystal any appropriate actions or proceedings against a violator as provided by statute, charter or code.

Subd. 2. Any person who violates any of the provisions of this Code shall, upon conviction thereof, be fined not more than \$700 for each offense, or imprisoned for not more than 90 days, or both. Each day that a violation is permitted to exist shall constitute a separate offense.

PLEASE NOTE THAT FRIDAY, NOVEMBER 11, IS A HOLIDAY. PLEASE BE PROMPT ABOUT RETURNING YOUR AGENDA ITEMS AND SUPPORTING DATA.

DUE DATE: NOON, WEDNESDAY, NOVEMBER 9, 1988

MEMO TO: Jerry Dulgar, City Manager

MEMO FROM: John Olson, Assistant City Manager

ACTION NEEDED MEMO: From the November 1, 1988 Council Meeting

The items listed below are the actions requested by the City Council at their regular Council meeting of November 1, 1988. These items should be taken care of by noon, Wednesday, preceding the next regularly scheduled Council meeting and returned to the Assistant City Manager for his review.

DEPARTMENT ITEM

CONSENT AGENDA

CITY MANAGER

1. Consideration of the resignation of Mary Lou Pyne from the Environmental Quality Commission.
ACTION NEEDED: Send letter of thanks and appreciation.
ACTION TAKEN: Letter sent 11-7-88.

CITY CLERK

2. Consideration of charitable gambling license renewal application from Crystal Knights of Columbus Council 3656, 4947 West Broadway.
ACTION NEEDED: Note acceptance by Council and add to files.
ACTION TAKEN: Noted.

PUBLIC HEARINGS

BUILDING
INSPECTOR

1. Public hearing to consider a request for a variance at 4370 Brunswick Avenue North.
ACTION NEEDED: Notify applicant of Council approval.
ACTION TAKEN: Permit issued.

BUILDING
INSPECTOR

2. Public hearing to consider a request from Crystal Super Valu for a variance at 4210 Douglas Drive.
ACTION NEEDED: Notify applicant of Council approval.
ACTION TAKEN: Applicant notified.

BUILDING
INSPECTOR

Consideration of a building permit to install a concrete slab at 4210 Douglas Drive.
ACTION NEEDED: Notify Crystal Super Value of Council approval.
ACTION TAKEN: Applicant notified.

PUBLIC WORKS
DIRECTOR

3. Consideration of a joint project on Medicine Lake Road with Golden Valley, New Hope, and Hennepin County.
ACTION NEEDED: Forward Council approval to other agencies.
ACTION TAKEN: Resolution executed and forwarded.

CITY MANAGER/
FINANCE DIRECTOR

4. Public hearing to consider 1989 City Budget.
ACTION NEEDED: Make changes as recommended by Council and forward resolution levying taxes to Hennepin County Auditor.
ACTION TAKEN: Hand carried to County 11-2-88.

REGULAR AGENDA

CITY MANAGER

1. Consideration of the application of Phillip Domik for appointment to the Environmental Quality Commission.
ACTION NEEDED: Notify Mr. Domik of appointment and of meeting times.
ACTION TAKEN: Applicant present; packet sent to him including minutes, background of the Commission, By-laws, and ordinance on 11-7-88.

HEALTH
DEPARTMENT

2. Consideration of the private kennel license application for 3432 Kyle Avenue North
ACTION NEEDED: Notify applicant of Council denial.
ACTION TAKEN: Animal Warden notified applicant to reduce dog population to two in ten days.
Applicant present at meeting.

COMMUNITY
DEVELOPMENT
COORDINATOR

3. Consideration of resolution approving the Community Energy Council Program Agreement.
ACTION NEEDED: Notify other agencies of Council's approval of agreement.
ACTION TAKEN: Other agencies notified at Community Energy Council meeting 11-3-88.

Consideration of the initial draft agreement of the Project Air (House Doctor) Agreement.
ACTION NEEDED: Notify proper organization of Council approval.
ACTION TAKEN: ?

CITY CLERK

4. Consideration of a one-day temporary on-sale liquor license for the Minneapolis/Crystal Elks Lodge #44 for the hosting of the Minnesota Elks State Bowling Tournament for five consecutive weekends in 1989.
ACTION NEEDED: Notify applicant of Council approval.
ACTION TAKEN: Applicant present; mailed application to Liquor Control 11-2-88.

CITY CLERK

5. Consideration of a charitable gambling license renewal application for Church of All Saints at the Paddock Bar.
ACTION NEEDED: Item tabled; no action needed at this time.
ACTION TAKEN: Notified applicant to obtain corrected lease agreement and submit to City Clerk.

ADMINISTRATIVE
SECRETARY

6. Consideration of a request from North Memorial Hospital to have liquor at the Becker Park Shelter for a private Christmas party on Saturday, December 3, 1988.
ACTION NEEDED: Item continued until the November 15 Council meeting; place on the November 15 agenda.
ACTION TAKEN: Item placed on the November 15 Council agenda.

CITY CLERK

7. Consideration Second Reading of an Ordinance regarding City of Crystal license fees for refuse vehicles, lodging, pools and kennels.
ACTION NEEDED: Publish ordinance.
ACTION TAKEN: Ordinance sent for publishing 11-2-88.

PUBLIC WORKS
DIRECTOR

8. Consideration of a resolution amending senior/disabled sewer rate discount program to include renters.
ACTION NEEDED: Continued until next meeting. Review Item Three Qualifications.
ACTION TAKEN: Resolution to be amended for consideration on November 15.

ADMINISTRATIVE
SECRETARY

ACTION NEEDED: Place item on November 15 Council agenda.

ACTION TAKEN: Item placed on the November 15 Council agenda.

PUBLIC WORKS
DIRECTOR

9. Consideration of releasing surety for site improvements for property at 3245 Vera Cruz.
ACTION NEEDED: Notify applicant of Council approval.

ACTION TAKEN: Applicant notified and surety released.

PUBLIC WORKS
DIRECTOR

10. Consideration of accepting site improvements and releasing surety for Frank's Furniture, 5419 Lakeland Avenue North.

ACTION NEEDED: Notify applicant of Council approval.

ACTION TAKEN: Applicant notified and surety released.

COMMUNITY
DEVELOPMENT
COORDINATOR

11. Consideration of a resolution establishing just compensation and authorizing purchase of 3432 Welcome Avenue North.

ACTION NEEDED: Proceed with purchase of property.

ACTION TAKEN: Have spoken with the owner by phone. He wishes to sell after January 1 for tax reasons, however, we will sign a purchase agreement in December to hold CDBG funds over to next year.

COMMUNITY
DEVELOPMENT
COORDINATOR

12. Consideration of a resolution establishing just compensation and authorizing purchase of 4500 Adair Avenue North.
ACTION NEEDED: Proceed with purchase of property.
ACTION TAKEN: Purchase Agreement has been drafted and will be presented to owner this week. A closing is tentatively set for the end of November.

PUBLIC WORKS
DIRECTOR

13. Consideration of stop sign installation at various locations in the City.
ACTION NEEDED: Notify street crew to install signs.
ACTION TAKEN: Locations and installation work in progress.

CITY MANAGER

14. Consideration of the 1988 contract with Teamsters Local #320 (Police Dispatchers).
ACTION NEEDED: Notify Union of Council approval of the agreement.
ACTION TAKEN: Contracts to be sent.

FINANCE DEPARTMENT

ACTION NEEDED: Once contract is signed by Union, proceed to initiate back pay.
ACTION TAKEN: Retro-pay to be paid in payroll 11-10-88.

CITY CLERK

15. Licenses.
ACTION NEEDED: Issue licenses.
ACTION TAKEN: Licenses sent.

NORTHERN MAYORS ASSOCIATION
8525 EDINBROOK CROSSING
BROOKLYN PARK, MINNESOTA
55443

November 17, 1988

The Honorable Governor Rudolph Perpich
State of Minnesota
130 State Capitol
St. Paul, Minnesota
55155

Dear Governor Perpich:

The Northern Mayors Association respectfully recommends to you the name of Mr. Jerry Dulgar, City Manager of the City of Crystal for consideration as a appointee to the "Lottery Commission."

Mr. Dulgar is an experienced professional city manager. He is respected by his peers. He would bring good judgment, high ethics and a business sense to the process of managing the business of the State's lottery. Mr. Dulgar can be reached at 537-8421(o) or 427-1852(h).

We respectfully ask that you consider Mr. Dulgar for this position.

Thank you for all the past support you have given to our communities, and your continued strong leadership evidenced on behalf of the entire State of Minnesota.

Sincerely,

Joseph D. Strauss
Executive Director
Northern Mayors Association
493-5115

Membership of the Northern Mayors Association:

Andover, Anoka, Blaine, Brooklyn Center, Brooklyn Park, Champlin, Columbia Heights, Coon Rapids, Crystal, Dayton, Fridley, Maple Grove, Minneapolis, New Brighton, New Hope, Ramsey, Robbinsdale, Roseville, St. Anthony, Spring Lake Park

EMBER D. REICHGOTT

Senator 46th District
Room G-9, State Capitol
St. Paul, Minnesota 55155
Phone: 296-2889
and
7701 48th Avenue North
New Hope, Minnesota 55428

Senate
State of Minnesota

November 18, 1988

Mr. Jerry Dulgar, City Manager
City of Crystal
4141 Douglas Drive North
Crystal, Minnesota 55422-1696

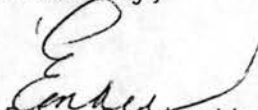
Dear Jerry:

I just received this week a copy of your resolution regarding the required removal of diseased trees. Apparently you sent the resolution to my former business address at Control Data Corporation. You may want to use my Capitol address above for future correspondence.

Before I received your letter, I received a copy of Representative Rest's response regarding the resolution. I, too, share the concerns expressed by the Environmental Quality Commission. I would be pleased to introduce the bill drafted by Representative Rest on the Senate side and I will discuss that possibility with her.

Thank you for contacting me about this issue. If I can be of further assistance on this or other matters, please do not hesitate to contact me.

Sincerely,


Ember Reichgott
State Senator

ER/klm

cc: Rep. Lyn Carlson, 379 SOB
Rep. Ann Rest, 429 SOB
Beth Jarvis, Chair - Crystal Environmental Quality Commission

*Good to see
you yesterday!*



STATE OF MINNESOTA
OFFICE OF THE ATTORNEY GENERAL

HUBERT H. HUMPHREY, III
ATTORNEY GENERAL

ST. PAUL 55155

ADDRESS REPLY TO:
102 CAPITOL BUILDING
ST. PAUL, MN 55155
TELEPHONE: (612) 296-6196

November 22, 1988

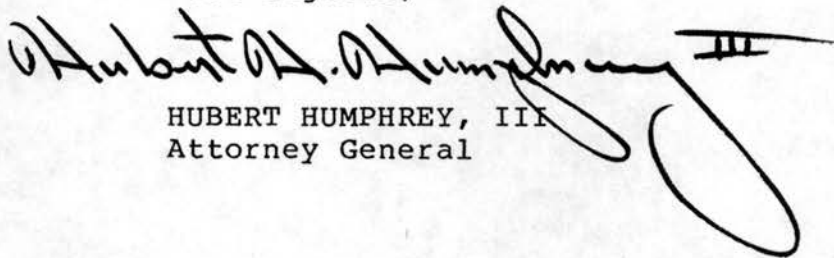
Jerry Dulgar, City Manager
City of Crystal
4141 Douglas Drive North
Crystal, Minnesota 55422-1696

Dear Mr. Dulgar:

Thank you for your letter concerning the imposition of sales tax on the removal of diseased trees.

You are correct that the Legislature did not provide an exclusion for such tax on that service when it enacted Minnesota Statutes § 297A.01, subd. 3(j)(vi). I have requested the Department of Revenue Sales Tax Reform Committee to consider including a sales tax exclusion for that particular service in the Department's proposed tax law revisions which will be presented at the next legislative session.

Best regards,



HUBERT HUMPHREY, III
Attorney General

PROPOSED SCHEDULE
CRYSTAL COMMUNITY CENTER

DECEMBER 1, 1988:	Design Development
JANUARY 15, 1989:	Construction Documents
MAY 1, 1989:	Issue For Bidding
MAY 23, 1989:	Receive Bids
JUNE 6, 1989:	Award Contract at first Council Meeting
	Begin Construction
DEC 15, 1989:	Substantial Completion
JAN 1, 1990:	Occupancy

November 22, 1988

For your information:

The enclosed was sent to Steve Keefe's attention on November 21, 1988. All area Metropolitan Council members were copied.

NORTHERN MAYORS ASSOCIATION
8528 EDINBROOK CROSSING
BROOKLYN PARK, MINNESOTA
55443

Metropolitan Council
Mears Park Centre
230 East Fifth Street
St. Paul, Minnesota 55101

Re: Airport Adequacy Study Advisory Task Force Report

Dear Council Members:

The Northern Mayors Association (NMA) wishes to thank the Metropolitan Council for its willingness to visit with us and share the above referenced report.

We wish to go on record stating that we have a continuing interest in this issue and ask that the opportunity to dialogue with the Council on the subject of the airport be kept open.

The report does concern our Association in that a close reading indicates that the northern metro area is not a consideration for a future cite for a new airport. We come to this conclusion based on our understanding that the Council is limited in its authority to look for alternative cites within the seven county metropolitan area.

We suggest that if the recommendations of the report are to be implemented that the Council seek legislative authority to look for alternative sites outside the seven county metropolitan area. Specifically, we recommend that the Council communicate with the counties of Sherburne, Isanti and Wright and the communities located there.

We do not...and cannot speak for these counties or communities. We suggest, however, that a dialogue be opened with representatives of these counties and communities for the purpose of determining whether these entities may be interested in discussing the airport issue further.

In our view, any citing or potential land banking for a future airport in the northern metro area would have to consider a location outside the current seven county area in order to fit the basic criteria of land size needed to meet noise and environmental issues.

We believe that the Task Force did a very good job in dealing with a difficult issue. We stop short of endorsing the report's two stage recommendation. The area of our concern is, however, twofold: (a) the cost of implementing the first stage expansion at MPS where the life span of that investment will be so short and (b) the negative impact of the expansion plan on the affected communities.

We enthusiastically concur that the airport issue is more than just a "noise and related environmental question." These issues are critical. They must be addressed and resolved wherever the airport is...today or in the future. On the other hand, a major issue for all of us is what kind of growth can our region expect to achieve with the airport at its current location considering its capacity limitations? We all need to have a comfort level that as a regional community we will be able to compete long into the future with other parts of the country. The airport is and will continue to be one of the major factors driving our ability to compete effectively for economic growth in a global community... for the benefit of all of our citizens. The NMA wants to play a part in helping that occur.

The communities of the north metro area do not want a future airport cited in a place where our population of 815,000+ citizens (and growing rapidly) will have to travel more than double or triple the distance they now are faced with at the MSP location. We believe that our citizens are deserving of a fair share of both the private and public investment in the metropolitan community. We feel that a future airport cite in the south... and more specifically closer to Rochester than not...would be very detrimental to the growth, employment and development potential of our area long into the future.

As stated earlier, we interpret the Council's authority in this process to be limited. That is, your authority appears to be limited to look for alternative future cites only within the seven county metropolitan area. We believe that your authority should be expanded as suggested above. This is in reality an issue that affects the entire State of Minnesota. Thus, we feel that your scope of authority should be expanded to include areas peripheral to the seven county area.

We look forward to help this process move forward and to bring to the issue the multitude of our people's time, talent and energies to assist in that endeavor.

Sincerely,

Joseph D. Strauss
Executive Director
Northern Mayors Association
8525 Edinbrook Crossing
Brooklyn Park, Minnesota
55443 (493-5115)

Membership of the Northern Mayors Association:

Andover, Anoka, Blaine, Brooklyn Center, Brooklyn Park,
Champlin, Columbia Heights, Coon Rapids, Crystal, Dayton,
Fridley, Maple Grove, Minneapolis, New Brighton, New Hope,
Ramsey, Robbinsdale, Roseville, St. Anthony, Spring
Lake Park