



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

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Darlene

COUNCIL AGENDA

January 3, 1989

Pursuant to due call and notice thereof, the Regular meeting of the Crystal City Council was held on January 3, 1989, at 7:00 P.M., at 4141 Douglas Drive, Crystal, Minnesota. *The meeting was called to order by Mayor Pro-tem, Councilmember Moravec.*

Darlene George, the City Clerk, administered the oath of office and presented certificates of election to Betty Herbes, Mayor; John G. Moravec, Councilmember, Section 1; Elmer Q. Carlson, Councilmember, Ward 3; and Garry A. Grimes, Councilmember, Ward 4.

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

Councilmembers

P Moravec
P Grimes
P Rygg
P Carlson
P Herbes
P Smothers
P Langsdorf

Staff

P Dulgar
P Olson
P Kennedy
P Monk
P Peterson
P George

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

The City Council considered the minutes of the regular City Council meeting of December 13, 1988.

Moved by Councilmember *Sm* and seconded by Councilmember *Mar* to (approve) (approve, making the following exceptions: *Delete Langsdorf from the aye votes in Item #1 of the Regular agenda and place there in the "Absent, not voting" notes* to) the minutes of the regular City Council meeting of December 13, 1988.

Motion Carried.

CONSENT AGENDA

1. Reappointment of Ryan R. Schroeder to the Environmental Quality Commission for a term ending December 31, 1991.
2. Reappointment of Lerry Teslow to the Environmental Quality Commission for a term ending December 31, 1991.
3. Reappointment of Beth R. Jarvis to the Environmental Quality Commission for a term ending December 31, 1991.
4. Reappointment of Gail Gove to the Environmental Quality Commission for a term ending December 31, 1991.
5. Reappointment of Lois Ehret to the Human Relations Commission for a term ending December 31, 1991.
6. Reappointment of Bruce L. Kleeberger to the Human Relations Commission for a term ending December 31, 1991.
7. Reappointment of Arlene J. West to the Human Relations Commission for a term ending December 31, 1991.
8. Reappointment of Mary Moucha to the Parks & Recreation Advisory Commission for a term ending December 31, 1991.
9. Reappointment of Mark Hoffman to the Parks & Recreation Advisory Commission for a term ending December 31, 1991.
10. Reappointment of Arlene Pitts to the Parks & Recreation Advisory Commission for a term ending December 31, 1991.
11. Reappointment of Marty Gates to the Civil Service Commission for a term ending December 31, 1991.

Moved by Councilmember _____ and seconded by Councilmember _____ to remove items _____, _____, _____, _____, _____, _____, _____, _____, _____, and _____ from the Consent Agenda.
Motion Carried.

Moved by Councilmember Kygg and seconded by Councilmember Largo to approve the Consent Agenda.

Motion Carried.

* *

The Mayor reported on things she intended to pursue during her first term and indicated to the residents and staff that she would be available at City Hall (Parks & Recreation Conference Room) on the 1st & 3rd Tuesdays of the month from 1-4 p.m. She also indicated that during this mtg. she would not vote unless there would be a tie vote.

PUBLIC HEARINGS

1. It being 7:00 p.m., or as soon thereafter as the matter may be heard, Mayor Herbes 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 Don W. Lee for a variance for an addition to the existing garage prior to a fire which will encroach in the required 40' rear yard setback at 3949 Hampshire 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)

Mary Lou Birchem, 6709-40th Ave. No.

Don Lee, owner of property and applicant

*- The Council also received a letter of opposition from
Laird C. Suplick, 3916 Hampshire Ave. No.*

The Mayor closed the Public Hearing.

Moved by Councilmember *Mar* 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 grant a variance of 14'6" in the required 40' rear yard setback to build a 10'6" x 23' addition to the existing garage prior to the fire at 3949 Hampshire Avenue North as requested in Variance Application #88-58.

Motion Carried.

The Mayor called a recess at 7:21 p.m. and the meeting was reconvened at 7:29 p.m.

2. It being 7:00 p.m., or as soon thereafter as the matter may be heard, Mayor Herbes declared this was the date and time as advertised for a public hearing at which time the City Council will consider an application for an off-sale liquor license at 2728 Douglas Drive North as submitted by Melvin D. Henry. The Mayor asked those present to voice their opinions or to ask questions concerning this matter. Those present and heard were:

Melvin Henry, applicant
Jeff Gershone, 6017-29th Place No.

The Mayor closed the Public Hearing.

Moved by Councilmember *Sm* and seconded by Councilmember *Mar* to (approve) (deny) (continue until _____ the discussion of) an application for an off-sale liquor license at 2728 Douglas Drive North, effective at 12:01 A.M., January 4, 1989.

Roll call: Aye: Mar, Grimes, Lygg, Sm, Largo.
No: Carlson

Motion Carried.

REGULAR AGENDA

1. The City Council considered the reappointment of Paulette Magnuson, Marilyn Kamp, James J. Barden, Jane A. Elsen and the application of Steven Leppa to the Planning Commission for terms ending December 31, 1991.

Moved by Councilmember Sm and seconded by Councilmember Carlson to appoint Paulette Magnuson, Marilyn Kamp, James J. Barden, and Jane A. Elsen to the Planning Commission for terms ending December 31, 1991, and place Steven Leppa's application on file to be considered when a vacancy occurs on the Commission from his area of the City. Motion Carried.
Agg: Buzius, Rygg, Carlson, Smathers; No: Moravec, Langskopf.

2. The City Council considered the selection of a Mayor Pro Tem for the year 1989. (~~1988~~ — John Moravec)

Moved by Councilmember Carlson and seconded by Councilmember Sm to appoint Councilmember Rygg as Mayor Pro Tem for the year 1989.

Motion Carried.

3. The City Council considered the designation of the official depository for the City of Crystal for the year 1989. (~~1988~~ — The Bank North)

Moved by Councilmember Rygg and seconded by Councilmember Langs to designate The Bank North as the official depository for the City of Crystal for the year 1989.

Motion Carried.

* The Mayor expressed a desire for the Council to appoint members to the various Commissions and other appointments as required for one year, so each Councilmember gets an opportunity to serve on

4. The City Council considered the designation of the official newspaper for the City of Crystal for the year 1989. (~~1988 - North Hennepin Post~~)

Moved by Councilmember Sm and seconded by Councilmember Grimes to designate North Hennepin Post as the official newspaper for the City of Crystal for the year 1989.

Motion Carried.

5. The City Council considered the appointment of a liaison to the Park and Recreation Advisory Commission for the year 1989. (~~1988 - Councilmember Leppa~~)

Moved by Councilmember Mar and seconded by Councilmember Rygg to appoint Councilmember Smathers as the liaison to the Park and Recreation Advisory Commission for the year 1989.

Motion Carried.

6. The City Council considered the appointment of a liaison to the Environmental Quality Commission for the year 1989. (~~1988 - Councilmember Langsdorf~~)

Motion Carried.

Moved by Councilmember Sm and seconded by Councilmember Mar to appoint Councilmember Langsdorf as the liaison to the Environmental Quality Commission for the year 1989.

Motion Carried.

7. The City Council considered the appointment of a liaison to the Human Relations Commission for the year 1989. (~~1988 - Councilmember Herbes~~)

Moved by Councilmember Mar and seconded by Councilmember Sm to appoint Councilmember Grimes as the liaison to the Human Relations Commission for the year 1989.

Motion Carried.

8. The City Council considered the appointment of a liaison to the Long Range Planning Commission for the year 1989. (~~1988 - Councilmember Rygg~~)

Moved by Councilmember Sm and seconded by Councilmember Grimes to appoint Councilmember Rygg as the liaison to the Long Range Planning Commission for the year 1989.

Motion Carried.

9. The City Council considered the appointment of a representative and an alternate to the Association of Metropolitan Municipalities for the year 1989. (~~1988 - Mayor Aaker as representative and Councilmember Smothers as alternate.~~)

Moved by Councilmember Mar and seconded by Councilmember Sm to appoint Mayor Herbes as the representative and the City Manager and Councilmember Langsdorf as the alternate to the Association of Metropolitan Municipalities for the year 1989.

Motion Carried.

10. The City Council considered the appointment of a representative to the Joint Water Commission for the year 1989. (~~1988 - Councilmember Leppa~~)

Moved by Councilmember Sm and seconded by Councilmember Lang to appoint Steven Leppa, 4816 Quail Ave. #20 as the representative to the Joint Water Commission for the year 1989.

Motion Carried.

11. The City Council considered the appointment of a representative to the Tri-Community Twin Lake Study Committee for the year 1989. (~~1988 - Councilmember Leppa~~)

Moved by Councilmember Rygg and seconded by Councilmember Lang to appoint Councilmember Carlson as the representative to the Tri-Community Twin Lake Study Committee for the year 1989.

Motion Carried.

12. The City Council considered the appointment of representatives to the Northwest Suburbs Cable Communications Commission for the year 1989. ~~(1988 - Mayor Aaker and John T. Irving).~~

Moved by Councilmember Mar and seconded by Councilmember Sm to appoint Mayor Herbes and John B. Irving, 7020 45th St as representatives to the Northwest Suburbs Cable Communications Commission for the year 1989.

Motion Carried.

13. The City Council discussed the \$2,000,000 General Obligation Bond sale for funding of the new community center.

The Council by common consent chose to cancel the sale of bonds scheduled for January 17, 1989 and reschedule the sale after the legislature changes the State property tax laws as they relate to "tax capacity".

14. The City Council considered a stop sign petition for removal of an existing sign at 3841 Kentucky Avenue North.

Moved by Councilmember Rygg and seconded by Councilmember Lings to (approve) (deny) (continue until _____ the discussion of) removal of the southbound stop sign at 3841 Kentucky Avenue North.

Motion Carried.

15. The City Council considered the Second Reading of an Ordinance Regarding Pawnbrokers and Second Hand Goods Dealers in the City of Crystal.

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

ORDINANCE NO. 89-1

AN ORDINANCE RELATING TO PAWNBROKERS AND
SECOND HAND GOODS DEALERS: AMENDING CRYSTAL CITY
CODE, CHAPTER 11 BY ADDING A SECTION

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

Motion Carried.

16. The City Council considered the First Reading of an Ordinance regarding Liquor and Beer in Public Parks in the City of Crystal.

Subd. 4
Staff: time not to exceed 12 hours and insert \$50 fee
for second reading

Moved by Councilmember Carlson and seconded by Councilmember Mor to adopt the following ordinance:

ORDINANCE NO. 89-

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 January 17, 1989.

Motion Carried.

17. The City Council considered possible support of Twin West Chamber of Commerce regarding a more just tax policy.

Councilmember Carlson left the room. (8:32 p.m.)

Mayor Langsdorf to continue to Jan. 17, 1989 meeting for staff's review and obtaining of more information for the Council.

Motion Carried.

Councilmember Carlson was absent from the room for this motion.

Councilmember Carlson returned.

18. The City Council considered the license fee for Honor Snacks in the City of Crystal. *The license fee will remain as is.*

19. The City Council discussed the January 14, 1989 Legislative Breakfast Meeting at the Brooklyn Center Civic Center.

Jan - put in minutes

OPEN FORUM

* - The Mayor set a Work Session of the Council for 5:00 p.m. on Monday, Feb. 6, 1989.

- The City Manager announced that the appreciation dinner for all Commission members would be held on Feb. 2, 1989 and that invitations would be going out soon.

- Councilmember Maravice asked for a staff update on Ceres Tree ^{Service} ~~contract~~ from time to time and asked that staff keep the residents involved informed.

The regular meeting closed at 8:50 P.M.

The Mayor announced that at the request of and on the advice of the City Attorney, the Council would next convene in closed session for the purpose of discussing with the City Attorney the case of Minnesota Department of Human Rights versus the City of Crystal, presently in litigation. The City Attorney and Leslie A. Altman, Esquire, of the City Attorney's office were present to discuss the litigation. The closed meeting convened at 9:00 P.M.

At 9:20 the Regular meeting was reopened. The Mayor announced that the full membership of the Council had discussed with its attorneys the status of the pending litigation described above in the closed meeting, that the discussions had been tape recorded by the City Clerk, and instructed the Clerk to transmit the tape of the closed meeting to the City Attorney.

INFORMAL DISCUSSION AND ANNOUNCEMENTS

- = Councilmember Longsdorf inquired about the B.F.I lawsuit. City Mgr. informed her that no decision has been made to date.
- City Manager announced that there would be an Executive Session of the Council immediately following the completion of items on the Regular Agenda.

Moved by Councilmember Long and seconded by Councilmember Lygg to approve the list of license applications.

Motion Carried.

Mayor called recess at 8:50 pm and the regular meeting closed at 8:50 pm (See attachment)

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

Motion Carried.

Meeting adjourned at 9:22 p.m.

1989 LICENSE RENEWALS

12-21-88

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

Noble Snyders, Inc., 4713 36th Ave. North
Consumer Vending for Perkins Restaurant, 5420 W. Broadway
Nicklow's, 3516 North Lilac Drive
Tom Thumb Superette #125, 2708 Douglas Drive
Tom Thumb Superette #224, 3537 Douglas Drive North
Tom Thumb Superette #286, 5120 56th Ave. North
Woodside Enterprises dba Arnold's Hamburger Grill, 5518 Lakeland Ave.
Elk's Lodge #44, 5410 Lakeland Ave. North
Nor-Bert, Inc. dba Liquor Warehouse, 355 Willow Bend
Octopus Car Wash, 5301 Douglas Drive
Superamerica Station #52, a Division of Ashland Oil Co., 5359 W. Broadway
Superamerica Station #4187, A Division of Ashland Oil Co., 7818 36th Ave. North
Sinclair Marketing Company, 5417 36th Ave. North
V.F.W. Post #494, 5222 56th Ave. North
Richard J. Beckfeld dba B & R Service Center, 6304 42nd Ave. N.

GASOLINE STATIONS - \$36.25 station + \$7.25 ea. hose connection

Aero Sales & Supplies, Inc., Crystal Airport
Octopus Car Wash, 5301 Douglas Drive
Superamerica #4187, a Division of Ashland Oil, Inc., 7818 36th Ave. North
Superamerica #4052, a Division of Ashland Oil, Inc., 5359 W. Broadway
Sinclair Marketing Company, 5417 36th Ave. North
Richard J. Beckfeld dba B & R Service Center, 6304 42nd Ave. N.

PRIVATE GAS DISPENSING - \$14.25 1st hose + \$7.25 ea. addn'l hose

U-Haul Company, 5465 Lakeland

LAUNDROMATS - \$30.25 per year

Rodney & June Sandberg dba Emerald Cleaners, 6016 42nd Ave.

MECHANICAL AMUSEMENT DEVICES - \$104.50 each machine

Dean's Superior Vending for Rostamo's, 6914 Lakeland Ave.
Dean's Superior Vending for Palace Inn, 5607 W. Broadway
V.F.W. Post #494, 5222 56th Ave. North

MUSIC BOX - \$20.00 each box

Nicklow's, 3516 North Lilac Drive
Dean's Superior Vending for Palace Inn, 5607 W. Broadway
Commander, V.F.W. Post #494, 5222 56th Ave. North

MASSAGE PARLORS - \$1,100/year first two years; \$35.00/year after
Twila Donley dba Fantasia Together Hair Designers, 2756 Douglas Drive

AUTO JUNK - \$220.00 per year (pro-rated \$18.33/month)
Harry Skrypec dba Crystal Auto Parts, 5208 Hanson Court

NEW LICENSES

CIGARETTES - \$12.00 ea. mach. and/or over counter sales
Twin City Vending Co., Inc. at Crystal Care Center, 3245 Vera
Cruz

AUCTIONEER - \$18.25 per day
Clair A. Wilson, 2 days, January 23 & February 13

License Renewals

January 3, 1989

GAS FITTER'S LICENSE - \$30.25

Northeast Sheet Metal, 4347 Central Ave. NE, Columbia Heights, MN 565421

Royalton Heating Company, 4120 85th Ave. N., Brooklyn Park, MN 55443

Standard Heating & Air Conditioning, 410 W. Lake St., Minneapolis, MN 55408

Furnace Care, Inc., 8733 Humboldt Ave. N., Brooklyn Park, MN 55444

Standard Plumbing & Appliance Co., Inc., 8015 Minnetonka Blvd., Minneapolis, MN 55426

Ron's Mechanical Inc., 1812 E. Shakopee Ave., Shakopee, MN 55379

Boedeker Plumbing & Heating, 2905 Garfield Ave. S., Minneapolis, MN 55408

Dependable Heating & Air, 2619 Coon Rapids Blvd., Coon Rapids, MN 55433

Midwestern Mechanical, 9103 Davenport St. NE, Blaine, MN 55434

LeVahn Bros, Inc., 3200 Penn Ave. N., Minneapolis, MN 55412

Southside Heating & Air, 8317 Pillsbury Ave. S., Bloomington, MN 55420

Sedgwick Heating & Air, 8910 Wentworth Ave. S., Minneapolis, MN 55420

Centraire, Inc., 7402 Washington Ave. N., Eden Prairie, MN 55344

Hutton & Rowe, Inc., 2126 2nd Ave. N., Anoka, MN 55303

PLUMBERS LICENSE - \$30.25

Gadtke Plumbing, 3510 Kilmer Lane, Plymouth, MN 55441

United Water & Sewer Company, 6020 Culligan Way, Minnetonka, MN 55345

Richfield Plumbing Company, 805 W. 77 1/2 St., Richfield, MN 55423

Standard Plumbing & Appliance Co., Inc., 8015 Minnetonka Blvd., Minneapolis, MN 55426

Boedeker Plumbing & Heating, 2905 Garfield Ave. .S., Minneapolis, MN 55408

McLellan Plumbing Co., 5301 Hampshire Ave. N., Crystal, MN 55428

LeVahn Bros, Inc., 3200 Penn Ave. N., Minneapolis, MN 55412

Larson Plumbing, 3075 162nd Ave. NW, Anoka, MN 55304

Midwestern Mechanical, 9103 Davenport St. NE, Blaine, MN 55434

Budget Plumbing, 6420 Flying Cloud Dr., Eden Prairie, MN 55344

Hutton & Rowe, Inc., 2126 2nd Ave. N., Anoka, MN 55303

ANNUAL SIGN LICENSE RENEWALS

Neill school, 6600 27th Ave. N.	Exempt
Nicklow Corp., 3566 Lilac Dr. N.	\$95.10
El Presidente Apartments, 3335 Douglas Dr. N.	15.00
St. James Lutheran Church, 6600 46th Pl. N.	Exempt
Church of Open Door, 6421 45th Ave. N.	Exempt
Virginian Court Apartments, 5900-10-20 W. Bdwy.	30.00
Trinity Covenant Church, 3733 Vera Cruz Ave. N.	Exempt
Crystal Assembly of God Church, 4110 Douglas Dr. N.	Exempt
Superior Contractors, 6121 42nd Ave. N.	15.00
Cardell Flowers, 2740 Douglas Dr. N.	15.00
Hair Etcetera, Inc., 2744 Douglas Dr. N.	15.00
Dr. John Gosche, 6209 42nd Ave. N.	30.00
J. F. Halek Motel, 6000 Lakeland Ave. N.	15.00
Model Tool, 5217 Hanson Court	75.00
Golden Valley Air Conditioning, 5182 West Broadway	30.00
Crystal Auto Parts, 5208 Hanson Court	16.62
Keng's Chow Mein, 6121 42nd Ave. N.	30.00
Country Club Market, 5322 36th Ave. N.	15.00
Paul's "136" Restaurant, 3545 Vera Cruz Ave. N.	15.00
Market Tire Co., 5337 Edgewood Ave. N.	55.26
Lanick & Liljegren Co., 3268 Winpark Dr.	15.00
Orbit Glass Co., 5209 West Broadway	45.00
Pilgrim Cleaners, 131 Willow Bend	45.00
The Schraeder Building, 5501 Lakeland	15.00
A.L.S. Properties, 5501 Lakeland	15.00
Ray's Barber Shop, 6131 42nd Ave. N.	30.00

Bass Lake Physicians, 5707 West Broadway	30.00
Paddock Bar & Lounge, 5540 Lakeland	34.30
Bowling Concepts, 6522 56th Ave. N.	15.00
Naegle Outdoor Adv., 3603 Vera Cruz Ave. N.	117.70
Olan Mills, 135 Willow Bend	15.00
Elks Lodge, 5410 Lakeland	45.00
Suttle's Car Wash, 5160 West Broadway	20.22
Naegle Outdoor Adv., misc. signs in City	512.00

APPLICATIONS FOR LICENSE
JANUARY 3, 1989

FOOD ESTABLISHMENT - Restaurant (\$150.00 with QA Plan + \$30.00 ea. addnl fac. or \$220.00 w/o QA Plan + \$40 each addnl fac.

Arby's Restaurant, 5629 West Broadway
Burger King, 3526 Lilac Drive
Country Kitchen, 3501 Vera Cruz Avenue North
Crystal Care Center, 3245 Vera Cruz Ave. North
Dallas' Crystal Cafe, 5640 West Broadway
Delicious Chow Mein, 2724 Douglas Drive
Keng's Chow Mein, 6121 42nd Ave. North
Kentucky Fried Chicken, 6624 56th Ave. North
Nicklow's Restaurant, 3516 North Lilac Drive
Perkins Restaurant, 5420 West Broadway
Sippers Restaurant, 6230 56th Avenue North
VFW #494, 5222 56th Avenue North

FOOD ESTABLISHMENT - Retail (\$100.00 with QA Plan + \$30.00 ea. addnl fac. or \$220.00 w/o QA Plan + \$40.00 ea. addnl fac.

Fannie May Candy Shops, 5524 West Broadway
Noble Snyders Drug, 4713 36th Avenue North
Superamerica, 7818 36th Avenue North
Superamerica, 5359 West Broadway
Tom Thumb, 3537 Douglas Drive
Tom Thumb, 5120 56th Avenue North
Tom Thumb, 2708 Douglas Drive
Tom Thumb, 4711 36th Avenue North

FOOD ESTABLISHMENT - Special Food Handling (\$35.00)

Adair Liquor, 6001 42nd Avenue North
Adventures in Video, Inc., 6316 Bass Lake Road
LSG's Paper Warehouse, 101 Willow Bend
M.G.M. Liquor Warehouse, 355 Willow Bend
Sinclair Marketing, 5417 36th Avenue North
Tesch's Hallmark Shop, 317 Willow Bend
United Liquors, 3530 Douglas Drive

LODGING - \$70.00 license + \$2.50 each unit

Cosmopolitan Motel, 3431 Vera Cruz Avenue No., 20 units
J.F. Halek Motel, 6000 Lakeland Ave. North, 8 units
Suburban Motel, 5454 Lakeland Ave. No., 33 units

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

Bill's Vending at The Bank Crystal, 7000 56th Ave. No.

at: Octopus Car Wash, 5301 Douglas Drive
D.L. Service Company at Crystal Marine, 5712 Lakeland
MN Vikings Food Service at Minneapolis Drafting School
5700 West Broadway
Remme Vending at Fournier Furniture, 7301 32nd Ave. No.

VENDING - Perishable (\$15.00 ea. machine)

Bill's Vending at The Bank Crystal, 7000 56th Ave. No.
MN Viking Food Service at Minneapolis Drafting School
5700 West Broadway
Remme Vending at Fournier Furniture, 7301 32nd Ave.No.

VENDING - Bulk (\$27.50)

Vendall Bulk Vending Company at Country Club Market and
Snyders, Willow Bend

FOOD VEHICLE - Nonperishable (\$30.00)

J.R. Vending, 5312 Perry Avenue North

FOOD ESTABLISHMENT - Itinerant (Exempt)

Charles Knaeble VFW #494, steak fry, first Friday of
each month 1989.
Neill Elementary PTSA, 6600 27th Avenue North,
spaghetti dinner, one day only February 2, 1988.

KENNEL - Private (\$30.00)

Delphine Goff, 6810 Corvallis Avenue North
Bernice Jubert, 4819 Hampshire Avenue North
Harold Kaufmann, 3424 Wisconsin Ave. No.
John Piersiak, 5901 Jersey Avenue North

3.2 BEER OFF-SALE (\$42.00)

Tom Thumb Food Mkts., Inc, (Tom Thumb Store #286
5120 - 56th Ave. No., Crystal, MN 55429

Sent with Preliminary Agenda on 12-20-88:

Minutes of the City Council Mtg. of 12-13-88.
Crystal Planning Commission Minutes of 12-12-88 Mtg.
Memo from Bldg. Inspector dated 12-7-88 re: Variance at 3949 Hampshire Ave. No.
Letter from Lois C. Suplick, 3916 Hampshire Ave. No. dated 12-27-88 re: variance at 3949 Hampshire Av. N.
Packet re: off-sale liquor license application of Melvin D. Henry at 2728 Douglas Drive North.
Application for appointment to the Planning Comm. from Steven Leppa.
Letter from Springsted dated 12-29-88 re: \$2,000,000 GO Community Center Bonds.
Memo from City Engr. dated 12-27-88 re: stop sign on Kentucky Avenue.
Letter from City Attorney dated 12-28-88 re: Pawn-broker ordinance.
Ordinance relating to liquor and beer in public parks; excerpt from 12-7-88 Crystal Park & Rec. Advisory Comm. minutes re: liquor and beer in public parks.
Letter from Twin West Chamber of Commerce dated 12-8-88 re: support of their property tax statement.
Memo from Supervising Sanitarian dated 12-21-88 re: License fee for Honor Snacks.
Letter from City of Golden Valley dated 12-21-88 re: January 14, 1989 Legislative Breakfast Meeting.
Action Needed Memo from the November 29, 1988 Council Meeting.
City of Crystal 1988 Expenditure Report for Nov. '88
Letter from League of MN Cities dated 12-19-88 thanking City Mgr. for testifying at TIF hearing.
Letter from Post Publications dated 12-1-88 and 12-1-87 re: rate structure.
MnDOT News dated 12-13-88 re: 610/Braun Bridge Has Restructured Travel in the Northern Suburbs.
Letter to Hennepin County Traffic Engr. dated 12-8-88 from City Engr. re: traffic problems along the frontage roads adjacent to Cy. Rd. 81.
League of MN Cities Conference info for newly elected officials (January 28, 1989).
Park & Recreation Advisory Comm. Agenda for 1-4-89.
City of Crystal Newsletter.

Distributed with packets on January 3, 1989:

Memo from City Clerk dated 1-3-89 re: coffee fund.

Letter from Post Publications dated 12-28-88
re: designation of N. Henn. Post as official
newspaper for 1989.

Memo from Allen Zeltinger re: pawn shops.

Darlene

December 29, 1988

TO: City of Crystal Councilmembers
FROM: Darlene George, City Clerk
RE: Preliminary Agenda for the January 3, 1989 City Council Meeting

John Olson and Jerry are both on vacation this week so I will try to fill you in on any information that might be helpful to you for the January 3 Council Agenda.

Items 1 through 11 on the Consent Agenda are all reappointments to the various commissions of members whose terms expire December 31, 1988. In November all members whose terms expire December 31st are called asking them if they wish to be reappointed. If so, they are put on the agenda the first meeting in January. If all reappointments are made as indicated on the agenda, the Environmental Quality Commission will have a full roster of members, the Human Relations Commission will have a full roster of members, and the Park and Recreation Commission will have a total of three openings.

Item 12 - I have not received the lease agreement for Minnesota Therapeutic's charitable gambling space at Rostamo's as yet. If it does not come in today this item will be removed from the Consent Agenda.

For the Public Hearings, I just received a letter (hand carried) from Lois C. Suplick in opposition to the variance at 3949 Hampshire Avenue North and will enclose it for your review.

REGULAR AGENDA

Item #1 The reason this has been put on as a regular agenda item is that we have four positions whose terms expire December 31, 1988. Of the four, all members wish to be reappointed. We have also received an application from Steven Leppa who wishes to be considered for appointment to the Planning Commission. If all reappointments are made, there would be a full roster of members.

I might inform you that Paulette Magnuson is from Ward 1. The code requires that we have two members from each ward on the Planning Commission. Paulette makes the second member and therefore she could not be replaced. If you so choose, Steven Leppa could fill any of the other three positions.

Items 2, 5, 6, 7, 8, and 9:

For those of you who are new members on the Council and to refresh the memory of those of you who were on last year, the Council moved to rotate the two section councilmembers annually as Mayor Pro Tem and Association of Metropolitan Municipalities Alternate with the Mayor serving as the representative to AMM, the four ward councilmembers each act as a liaison to one of the four advisory commissions, namely, Park & Recreation Advisory Commission, Environmental Quality Commission, Human Relations Commission, and the Long Range Planning Commission, and that appointments to the various other groups and commissions would be made as they occur.

Item #4 - The consideration of the designation of the official newspaper for the City. I would just like to call your attention to the information put into your packet regarding the rate changes for the Post when considering this item. I have also included 1988 rates for a comparison.

Item #13 - This item comes to the City Council as a result of being advised by Springsted, Incorporated that based on Crystal's tax capacity, we cannot sell more than \$1,400,000 in general obligation bonds during the year. At the present time we are waiting for a call or a letter of recommendation from Springsted. Hopefully, it will be here before the preliminary agenda goes out to you. Dave Kennedy is also familiar with this and will be available to explain the situation on Tuesday evening.

Item #15 - You will recall that on the first reading of the ordinance regarding pawnbrokers, the page regarding the fee schedule was inadvertently left out of the ordinance when you considered it. Therefore, we have included the fee page and this item is being put on for a second reading.

Item #16 - You'll recall when the ordinance regarding liquor in the parks came to the Council it was sent back to the Park & Recreation Advisory Commission for their review and now we have included their recommendations for a fee and their approval of the ordinance. We are therefore putting it on for the first reading.

I believe the supporting data in your packet for the last three items is self-explanatory. Have a nice holiday weekend and we'll see you Tuesday evening!

COUNCIL AGENDA - SUMMARY

COUNCIL MEETING OF
January 3, 1989

Call to order

Roll call

Pledge of Allegiance to the Flag

Approval of the minutes of the meeting of December 13, 1988.

Consent Agenda Items

1. Consideration of reappointment of Ryan R. Schroeder to the Environmental Quality Commission for a term ending December 31, 1991.
2. Consideration of reappointment of Lerry Teslow to the Environmental Quality Commission for a term ending December 31, 1991.
3. Consideration of reappointment of Beth R. Jarvis to the Environmental Quality Commission for a term ending December 31, 1991.
4. Consideration of reappointment of Gail Gove to the Environmental Quality Commission for a term ending December 31, 1991.
5. Consideration of reappointment of Lois Ehret to the Human Relations Commission for a term ending December 31, 1991.
6. Consideration of reappointment of Bruce L. Kleeberger to the Human Relations Commission for a term ending December 31, 1991.
7. Consideration of reappointment of Arlene J. West to the Human Relations Commission for a term ending December 31, 1991.
8. Consideration of reappointment of Mary Moucha to the Parks & Recreation Advisory Commission for a term ending December 31, 1991.
9. Consideration of reappointment of Mark Hoffman to the Parks & Recreation Advisory Commission for a term ending December 31, 1991.

10. Consideration of reappointment of Arlene Pitts to the Parks & Recreation Advisory Commission for a term ending December 31, 1991.
11. Consideration of reappointment of Marty Gates to the Civil Service Commission for a term ending December 31, 1991.
12. Consideration of a charitable gambling license renewal for Minnesota Therapeutic Camp at Rostamos.

Public Hearings

1. Public hearing to consider a request for a variance at 3949 Hampshire Avenue North.
2. Public hearing to consider an off-sale liquor license application for Melvin D. Henry at 2728 Douglas Drive North (Stephen's Liquor).

Regular Agenda Items

1. Consideration of reappointment of Paulette Magnuson, Marilyn Kamp, James J. Barden, Jane A. Elsen and consideration of the application of Steven Leppa to the Planning Commission for a term ending December 31, 1991.
2. Consideration of the selection of a Mayor Pro Tem for 1989.
3. Consideration of the designation of the official depository for the City of Crystal for 1989.
4. Consideration of the designation of the official newspaper for the City of Crystal for 1989.
5. Consideration of the appointment of liaison to the Park and Recreation Advisory Commission for the year 1989.
6. Consideration of the appointment of a liaison to the Environmental Quality Commission for the year 1989.
7. Consideration of the appointment of a liaison to the Human Relations Commission for the year 1989.
8. Consideration of the appointment of a liaison to the Long Range Planning Commission for the year 1989.

9. Consideration of the appointment of a representative and alternate to the Association of Metropolitan Municipalities for the year 1989.
10. Consideration of the appointment of a representative to the Joint Water Commission for the year 1989.
11. Consideration of the appointment of a representative to the Tri-Community Twin Lake Study Committee for the year 1989.
12. Consideration of the appointment of representatives to the Northwest Suburbs Cable Communications Commission for the year 1989.
13. Discussion of a substitution resolution regarding selling of bonds for the Community Center.
14. Consideration of stop sign petition for removal of existing sign at 3841 Kentucky Avenue North.
15. Consideration of Second Reading of an Ordinance Regarding Pawnbrokers and Second Hand Goods Dealers in the City of Crystal.
16. Consideration of First Reading of an Ordinance regarding Liquor and Beer in Public Parks in the City.
17. Consideration of possible support of Twin West Chamber of Commerce regarding a more just tax policy.
18. Discussion of the license for Honor Snacks in the City of Crystal.
19. Discussion of the January 14, 1989 Legislative Breakfast Meeting at the Brooklyn Center Civic Center.

Open Forum

Informal Discussion and Announcements

Licenses

Adjournment

1989 LICENSE RENEWALS

12-21-88

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

Noble Snyders, Inc., 4713 36th Ave. North
Consumer Vending for Perkins Restaurant, 5420 W. Broadway
Nicklow's, 3516 North Lilac Drive
Tom Thumb Superette #125, 2708 Douglas Drive
Tom Thumb Superette #224, 3537 Douglas Drive North
Tom Thumb Superette #286, 5120 56th Ave. North
Woodside Enterprises dba Arnold's Hamburger Grill, 5518 Lakeland Ave.
Elk's Lodge #44, 5410 Lakeland Ave. North
Nor-Bert, Inc. dba Liquor Warehouse, 355 Willow Bend
Octopus Car Wash, 5301 Douglas Drive
Superamerica Station #52, a Division of Ashland Oil Co., 5359 W. Broadway
Superamerica Station #4187, A Division of Ashland Oil Co., 7818 36th Ave. North
Sinclair Marketing Company, 5417 36th Ave. North
V.F.W. Post #494, 5222 56th Ave. North
Richard J. Beckfeld dba B & R Service Center, 6304 42nd Ave. N.

GASOLINE STATIONS - \$36.25 station + \$7.25 ea. hose connection

Aero Sales & Supplies, Inc., Crystal Airport
Octopus Car Wash, 5301 Douglas Drive
Superamerica #4187, a Division of Ashland Oil, Inc., 7818 36th Ave. North
Superamerica #4052, a Division of Ashland Oil, Inc., 5359 W. Broadway
Sinclair Marketing Company, 5417 36th Ave. North
Richard J. Beckfeld dba B & R Service Center, 6304 42nd Ave. N.

PRIVATE GAS DISPENSING - \$14.25 1st hose + \$7.25 ea. addn'l hose

U-Haul Company, 5465 Lakeland

LAUNDROMATS - \$30.25 per year

Rodney & June Sandberg dba Emerald Cleaners, 6016 42nd Ave.

MECHANICAL AMUSEMENT DEVICES - \$104.50 each machine

Dean's Superior Vending for Rostamo's, 6914 Lakeland Ave.
Dean's Superior Vending for Palace Inn, 5607 W. Broadway
V.F.W. Post #494, 5222 56th Ave. North

MUSIC BOX - \$20.00 each box

Nicklow's, 3516 North Lilac Drive
Dean's Superior Vending for Palace Inn, 5607 W. Broadway
Commander, V.F.W. Post #494, 5222 56th Ave. North

MASSAGE PARLORS - \$1,100/year first two years; \$35.00/year after
Twila Donley dba Fantasia Together Hair Designers, 2756 Douglas Drive

AUTO JUNK - \$220.00 per year (pro-rated \$18.33/month)
Harry Skrypec dba Crystal Auto Parts, 5208 Hanson Court

NEW LICENSES

CIGARETTES - \$12.00 ea. mach. and/or over counter sales
Twin City Vending Co., Inc. at Crystal Care Center, 3245 Vera
Cruz

AUCTIONEER - \$18.25 per day
Clair A. Wilson, 2 days, January 23 & February 13

License Renewals

January 3, 1989

GAS FITTER'S LICENSE - \$30.25

Northeast Sheet Metal, 4347 Central Ave. NE, Columbia Heights, MN 565421

Royalton Heating Company, 4120 85th Ave. N., Brooklyn Park, MN 55443

Standard Heating & Air Conditioning, 410 W. Lake St., Minneapolis, MN 55408

Furnace Care, Inc., 8733 Humboldt Ave. N., Brooklyn Park, MN 55444

Standard Plumbing & Appliance Co., Inc., 8015 Minnetonka Blvd., Minneapolis, MN 55426

Ron's Mechanical Inc., 1812 E. Shakopee Ave., Shakopee, MN 55379

Boedeker Plumbing & Heating, 2905 Garfield Ave. S., Minneapolis, MN 55408

Dependable Heating & Air, 2619 Coon Rapids Blvd., Coon Rapids, MN 55433

Midwestern Mechanical, 9103 Davenport St. NE, Blaine, MN 55434

LeVahn Bros, Inc., 3200 Penn Ave. N., Minneapolis, MN 55412

Southside Heating & Air, 8317 Pillsbury Ave. S., Bloomington, MN 55420

Sedgwick Heating & Air, 8910 Wentworth Ave. S., Minneapolis, MN 55420

Centraire, Inc., 7402 Washington Ave. N., Eden Prairie, MN 55344

Hutton & Rowe, Inc., 2126 2nd Ave. N., Anoka, MN 55303

PLUMBERS LICENSE - \$30.25

Gadtke Plumbing, 3510 Kilmer Lane, Plymouth, MN 55441

United Water & Sewer Company, 6020 Culligan Way, Minnetonka, MN 55345

Richfield Plumbing Company, 805 W. 77 1/2 St., Richfield, MN 55423

Standard Plumbing & Appliance Co., Inc., 8015 Minnetonka Blvd., Minneapolis, MN 55426

Boedeker Plumbing & Heating, 2905 Garfield Ave. .S., Minneapolis, MN 55408

McLellan Plumbing Co., 5301 Hampshire Ave. N., Crystal, MN 55428

LeVahn Bros, Inc., 3200 Penn Ave. N., Minneapolis, MN 55412

Larson Plumbing, 3075 162nd Ave. NW, Anoka, MN 55304

Midwestern Mechanical, 9103 Davenport St. NE, Blaine, MN 55434

Budget Plumbing, 6420 Flying Cloud Dr., Eden Prairie, MN 55344

Hutton & Rowe, Inc., 2126 2nd Ave. N., Anoka, MN 55303

ANNUAL SIGN LICENSE RENEWALS

Neill school, 6600 27th Ave. N.	Exempt
Nicklow Corp., 3566 Lilac Dr. N.	\$95.10
El Presidente Apartments, 3335 Douglas Dr. N.	15.00
St. James Lutheran Church, 6600 46th Pl. N.	Exempt
Church of Open Door, 6421 45th Ave. N.	Exempt
Virginian Court Apartments, 5900-10-20 W. Bdwy.	30.00
Trinity Covenant Church, 3733 Vera Cruz Ave. N.	Exempt
Crystal Assembly of God Church, 4110 Douglas Dr. N.	Exempt
Superior Contractors, 6121 42nd Ave. N.	15.00
Cardell Flowers, 2740 Douglas Dr. N.	15.00
Hair Etcetera, Inc., 2744 Douglas Dr. N.	15.00
Dr. John Gosche, 6209 42nd Ave. N.	30.00
J. F. Halek Motel, 6000 Lakeland Ave. N.	15.00
Model Tool, 5217 Hanson Court	75.00
Golden Valley Air Conditioning, 5182 West Broadway	30.00
Crystal Auto Parts, 5208 Hanson Court	16.62
Keng's Chow Mein, 6121 42nd Ave. N.	30.00
Country Club Market, 5322 36th Ave. N.	15.00
Paul's "136" Restaurant, 3545 Vera Cruz Ave. N.	15.00
Market Tire Co., 5337 Edgewood Ave. N.	55.26
Lanick & Liljegren Co., 3268 Winpark Dr.	15.00
Orbit Glass Co., 5209 West Broadway	45.00
Pilgrim Cleaners, 131 Willow Bend	45.00
The Schraeder Building, 5501 Lakeland	15.00
A.L.S. Properties, 5501 Lakeland	15.00
Ray's Barber Shop, 6131 42nd Ave. N.	30.00

Bass Lake Physicians, 5707 West Broadway	30.00
Paddock Bar & Lounge, 5540 Lakeland	34.30
Bowling Concepts, 6522 56th Ave. N.	15.00
Naegle Outdoor Adv., 3603 Vera Cruz Ave. N.	117.70
Olan Mills, 135 Willow Bend	15.00
Elks Lodge, 5410 Lakeland	45.00
Suttle's Car Wash, 5160 West Broadway	20.22
Naegle Outdoor Adv., misc. signs in City	512.00

APPLICATIONS FOR LICENSE
JANUARY 3, 1989

FOOD ESTABLISHMENT - Restaurant (\$150.00 with QA Plan + \$30.00 ea. addnl fac. or \$220.00 w/o QA Plan + \$40 each addnl fac.

Arby's Restaurant, 5629 West Broadway
Burger King, 3526 Lilac Drive
Country Kitchen, 3501 Vera Cruz Avenue North
Crystal Care Center, 3245 Vera Cruz Ave. North
Dallas' Crystal Cafe, 5640 West Broadway
Delicious Chow Mein, 2724 Douglas Drive
Keng's Chow Mein, 6121 42nd Ave. North
Kentucky Fried Chicken, 6624 56th Ave. North
Nicklow's Restaurant, 3516 North Lilac Drive
Perkins Restaurant, 5420 West Broadway
Skippers Restaurant, 6230 56th Avenue North
VFW #494, 5222 56th Avenue North

FOOD ESTABLISHMENT - Retail (\$100.00 with QA Plan + \$30.00 ea. addnl fac. or \$220.00 w/o QA Plan + \$40.00 ea. addnl fac.

Fannie May Candy Shops, 5524 West Broadway
Noble Snyders Drug, 4713 36th Avenue North
Superamerica, 7818 36th Avenue North
Superamerica, 5359 West Broadway
Tom Thumb, 3537 Douglas Drive
Tom Thumb, 5120 56th Avenue North
Tom Thumb, 2708 Douglas Drive
Tom Thumb, 4711 36th Avenue North

FOOD ESTABLISHMENT - Special Food Handling (\$35.00)

Adair Liquor, 6001 42nd Avenue North
Adventures in Video, Inc., 6316 Bass Lake Road
LSG's Paper Warehouse, 101 Willow Bend
M.G.M. Liquor Warehouse, 355 Willow Bend
Sinclair Marketing, 5417 36th Avenue North
Tesch's Hallmark Shop, 317 Willow Bend
United Liquors, 3530 Douglas Drive

LODGING - \$70.00 license + \$2.50 each unit

Cosmopolitan Motel, 3431 Vera Cruz Avenue No., 20 units
J.F. Halek Motel, 6000 Lakeland Ave. North, 8 units
Suburban Motel, 5454 Lakeland Ave. No., 33 units

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

Bill's Vending at The Bank Crystal, 7000 56th Ave. No.

at: Octopus Car Wash, 5301 Douglas Drive
D.L. Service Company at Crystal Marine, 5712 Lakeland
MN Vikings Food Service at Minneapolis Drafting School
5700 West Broadway
Remme Vending at Fournier Furniture, 7301 32nd Ave. No.

VENDING - Perishable (\$15.00 ea. machine)

Bill's Vending at The Bank Crystal, 7000 56th Ave. No.
MN Viking Food Service at Minneapolis Drafting School
5700 West Broadway
Remme Vending at Fournier Furniture, 7301 32nd Ave.No.

VENDING - Bulk (\$27.50)

Vendall Bulk Vending Company at Country Club Market and
Snyders, Willow Bend

FOOD VEHICLE - Nonperishable (\$30.00)

J.R. Vending, 5312 Perry Avenue North

FOOD ESTABLISHMENT - Itinerant (Exempt)

Charles Knaeble VFW #494, steak fry, first Friday of
each month 1989.
Neill Elementary PTSA, 6600 27th Avenue North,
spaghetti dinner, one day only February 2, 1988.

KENNEL - Private (\$30.00)

Delphine Goff, 6810 Corvallis Avenue North
Bernice Jubert, 4819 Hampshire Avenue North
Harold Kaufmann, 3424 Wisconsin Ave. No.
John Piersiak, 5901 Jersey Avenue North

3.2 BEER OFF-SALE (\$42.00)

Tom Thumb Food Mkts., Inc, (Tom Thumb Store #286
5120 - 56th Ave. No., Crystal, MN 55429

Darlene

December 13, 1988

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Pursuant to due call and notice thereof, the Regular meeting of the Crystal City Council was held on December 13, 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: Moravec, Langsdorf, Aaker, Leppa, Smothers. Absent were: Herbes, Rygg. Also in attendance were the following staff members: Jerry Dulgar, City Manager; John Olson, Assistant City Manager; David Kennedy, City Attorney; William Monk, Public Works Director; Darlene George, City Clerk; Miles Johnson, Finance Director; Edward Brandeen, Park & Recreation Director.

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 29, 1988.

Moved by Councilmember Moravec and seconded by Councilmember Smothers to approve the minutes of the Regular City Council meeting of November 29, 1988.

Motion Carried.

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

1. Consideration of the resignation letter of John Hawk from the Environmental Quality Commission dated 11-16-88.
2. Consideration of the resignation letter of Garry Grimes from the Park & Recreation Advisory Commission dated 12-8-88.
3. Set public hearing for January 3, 1989 to consider an off-sale liquor license application for Melvin D. Henry at 2728 Douglas Drive North (Stephen's Liquor).
4. Set public hearing for January 3, 1989 to consider Variance Application #88-58 for an addition to the existing garage which will encroach 14'6" in the required 40' rear yard setback to build a 10'6" x 23' addition to the existing garage at 3949 Hampshire Avenue North as requested by Don Lee.
5. Consideration of an application for a one-day temporary on-sale liquor license for Knights of Columbus, 4947 West Broadway, on February 1, 1989.
6. Consideration of the resignation of Elmer Q. Carlson from the Park & Recreation Advisory Commission effective 12-31-88.

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

Motion Carried.

The City Council considered the following Public Hearings:

December 13, 1988

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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 preliminary plat approval of Chalet Acres located at 3359 Vera Cruz Avenue North as submitted by Chalet Ski & Patio. The Mayor asked those present to voice their opinions or to ask questions concerning this matter.

The Mayor closed the Public Hearing.

Moved by Councilmember Leppa and seconded by Councilmember Moravec to approve as recommended by the City Engineer preliminary plat approval of Chalet Acres located at 3359 Vera Cruz Avenue North as submitted by Chalet Ski & Patio.

Motion Carried.

2. It being 7:00 p.m., or as soon thereafter as the matter may be heard, Mayor Aaker declared this was the date and time as advertised for a public hearing at which time the City Council will consider an application for an off-sale liquor license at 5600 Bass Lake Road. The Mayor asked those present to voice their opinions or to ask questions concerning this matter. Those present and heard were: Jerome Halek, applicant; Patrick Ryan, 5607 Vera Cruz Avenue North; Anthony Guenther, 5568 Xenia Avenue North.

Moved by Councilmember Smothers to continue item to the next Council meeting to allow applicant to confer with the Police Chief and to act on the item when all Councilmembers were present.

Motion failed for lack of a second.

The Mayor closed the Public Hearing.

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

RESOLUTION NO. 88-79

RESOLUTION DENYING APPROVAL OF AN OFF-SALE
LIQUOR LICENSE AT 5600 BASS LAKE ROAD FOR
JEROME HALEK

By roll call and voting aye: Moravec, Leppa, Aaker; absent, not voting: Herbes, Rygg, Langsdorf; abstaining: Smothers.

Motion carried, resolution declared adopted.

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

December 13, 1988

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1. The City Council considered a resolution giving authorization to sell General Obligation Bonds in the amount of \$2,000,000 for the Community Center.

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

RESOLUTION NO. 88-80

RESOLUTION PROVIDING FOR THE ISSUANCE
AND SALE OF \$2,000,000 GENERAL OBLIGATION
COMMUNITY CENTER BONDS, SERIES 1989A

By roll call and voting aye: Moravec, ~~Langsdorf~~, Aaker, Smothers, Leppa; absent, not voting: Herbes, Rygg, *Langsdorf*.

Motion carried, resolution declared adopted.

2. The City Council considered applications for appointment to the Environmental Quality Commission from Ryan R. Schroeder, 3356 Utah Avenue North, and Jerome Farrell, 2908 Jersey Avenue North, for terms expiring December 31, 1988 and December 31, 1990.

Moved by Councilmember Leppa and seconded by Councilmember Smothers to appoint Ryan R. Schroeder to the Environmental Quality Commission for an unexpired term expiring December 31, 1988 and Jerome Farrell to the Environmental Quality Commission for an unexpired term expiring December 31, 1990.

Motion Carried.

3. The City Council considered an application for appointment to the Human Relations Commission from Barbara McMahon, 3543 Lee Avenue North, for an unexpired term expiring December 31, 1989. Barbara McMahon appeared and was heard.

Moved by Councilmember Moravec and seconded by Councilmember Smothers to appoint Barbara McMahon to the Human Relations Commission for an unexpired term expiring December 31, 1989.

Motion Carried.

4. The City Council considered a lease agreement with Norling Motors for public property at 5548 Lakeland Avenue North. Gunnar Norling appeared and was heard.

Councilmember Langsdorf arrived (7:45 p.m.)

Moved by Councilmember Leppa and seconded by Councilmember Langsdorf to accept the lease agreement with Norling Motors for public property at 5548 Lakeland Avenue North as presented

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with the exception of the rental payment. The lease base at the end of the fourth year shall be \$18,000 rather than \$12,000, and further to authorize the Mayor and City Manager to sign such agreement.

Motion Carried.

5. The City Council considered a complaint against Ceres Tree Company as submitted by residents in the 8300, 8400 and 8500 blocks of 33rd Avenue North. Those appearing and heard were: John Dreier, 8401-33rd Avenue North; Bob Leonardson, 8425-33rd Avenue North; David Distel, 8317-33rd Avenue North; Dave Stedje, 8509-33rd Avenue North.

Moved by Councilmember Leppa and seconded by Councilmember Moravec that the City does not pay Ceres Tree Company for work performed, that the City hire another company to properly prune and fertilize in the Spring and back charge the Ceres Tree Company for the work, and hold the performance bond and notify the bonding company that there could be a claim if the trees die.

Motion Carried.

6. The City Council considered Tax-forfeiture Sale of Six Parcels in Crystal as proposed by Hennepin County.

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

RESOLUTION NO. 88-81

CONVEYANCE OF TAX FORFEITED LANDS

By roll call and voting aye: Moravec, Langsdorf, Aaker, Smothers, Leppa; absent, not voting: Herbes, Rygg.

Motion carried, resolution declared adopted.

7. The City Council considered a Resolution of Agreement with the Minnesota Department Of Transportation Related to Federal Aid Highway Projects.

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

RESOLUTION NO. 88-82

MINNESOTA DEPARTMENT OF TRANSPORTATION
FEDERAL AID FORM NO. III

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By roll call and voting aye: Moravec, Langsdorf, Aaker, Smothers, Leppa; absent, not voting: Herbes, Rygg.

Motion carried, resolution declared adopted.

8. The City Council discussed changes in an Ordinance Amending Crystal City Code, Section 425, Regarding Housing Maintenance. No action needed.
9. The City Council considered the First Reading of an Ordinance regarding Pawn Shops in the City of Crystal.

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

ORDINANCE NO. 88-

AN ORDINANCE RELATING TO PAWNBROKERS
AND SECONDHAND GOODS DEALERS: AMENDING
CRYSTAL CITY CODE, CHAPTER XI BY ADDING A SECTION

and further, that the second and final reading be held on
January 3, 1989.

Motion Carried.

10. The City Council discussed the composition of a committee to continue the space needs study for Crystal City Hall. By common consent of the Council it was decided this should be brought up at a later date.
11. The City Council discussed a request from LaPepiniere Montessori Schools for consideration of space in the new Crystal Community Center. It was the consensus of the Council that the City should not rent space in the new Crystal Community Center.

The Mayor called a recess at 8:58 p.m. and the meeting was reconvened at 9:11 p.m.

12. The City Council considered salaries for non-union employees for the year 1989.

Moved by Councilmember Moravec and seconded by Councilmember Smothers to accept the salary proposal for non-union employees for 1989 as presented by the City Manager:

<u>Position</u>	<u>Jan. 1</u>	<u>July 1</u>
Police Chief	\$55,992	
Public Works Director	50,868	
Assistant City Manager	47,840	
Finance Director	49,608	
Assistant City Engineer	43,868	
Water & Sewer Superintendent	42,331	

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Park & Recreation Director	46,800	
Administrative Assistant	44,150	
City Clerk	40,171	
Street Superintendent	40,248	
Sanitarian III	40,200	
Assist. Park & Rec. Director	37,714	
City Assessor	39,524	
Park Supervisor	37,290	
Fire Chief/Marshal	41,789	
Building Inspector	38,459	
Assistant Building Inspector	34,457	
Recreation Supervisor	34,794	
Sanitarian II	34,420	
Engineering Aide IV	34,615	
Appraiser	34,688	
Juvenile Specialist	35,917	
Police Secretary II	27,031	
Engineering Aide II	26,944	
Special Assessments Clerk	25,875	
Administrative Secretary	25,109	26,364
Assessing Clerk	22,477	23,600
Engineering Clerk	23,665	24,611
Utility Billing Clerk	24,190	
Accounting Clerk	24,367	
Police Secretary	24,798	
Administration Clerk	20,520	22,162
Police Secretary I	21,210	21,740
Custodian	22,379	
Payroll Clerk	21,695	
Health Department Secretary	21,665	
Building Department Secretary	21,620	
Finance Secretary	18,258	
Switchboard Operator	17,820	18,265
Park Secretary	19,268	

Motion Carried.

13. The City Council considered the transfer of funds. The Finance Director gave a report to the Council.

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

RESOLUTION NO. 88-83

RESOLUTION TRANSFERRING FUNDS

By roll call and voting aye: Moravec, Langsdorf, Aaker, Smothers, Leppa; absent, not voting: Herbes, Rygg.

Motion carried, resolution declared adopted.

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14. The City Council considered the City of Crystal Dependent Care Assistance Plan.

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

RESOLUTION NO. 88-84

RESOLUTION ADOPTING THE CITY OF CRYSTAL
DEPENDENT CARE ASSISTANCE PLAN

By roll call and voting aye: Moravec, Langsdorf, Aaker, Smothers, Leppa; absent, not voting: Herbes, Rygg.

Motion carried, resolution declared adopted.

15. The City Council discussed the 1989 Contract of the City Manager.

Moved by Councilmember Moravec and seconded by Councilmember Leppa to set the City Manager's salary at \$65,750 and increase the City's contribution to deferred compensation to \$4,000 for the year 1989.

Motion Carried.

16. Councilmember Moravec read a resolution honoring Mayor Aaker.

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

RESOLUTION NO. 88-85

RESOLUTION HONORING THOMAS N. AAKER

By roll call and voting aye: Moravec, Langsdorf, Smothers, Leppa; absent, not voting: Herbes, Rygg; abstaining: Aaker.

Motion carried, resolution declared adopted.

17. Moved by Councilmember Smothers and seconded by Councilmember Langsdorf 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 Langsdorf to adjourn the meeting.

Motion Carried.

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Meeting adjourned at 9:30 p.m.

Mayor

ATTEST:

City Clerk

CRYSTAL PLANNING COMMISSION MINUTES

December 12, 1988

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

Moved by Commissioner Nystrom and seconded by Commissioner Christopher to approve the minutes of the November 14, 1988, meeting.

Motion carried.

1. Consideration of Application #88-57 of John R. Paulson of Cambridge Apts., Inc. for rezoning property from R-1 District (Single Family Residential) to R-O District (Residential-Office) and #88-59 for a conditional use permit to allow elderly housing in an R-O District at 6203-13 - 36th Ave. N.

Moved by Commissioner Magnuson and seconded by Commissioner Christopher to set a public hearing before the Planning Commission at 7:30 p.m., or as soon thereafter as the matter may be heard, Monday, January 9, 1989, to consider the request of John R. Paulson of Cambridge Apts., Inc. in Application #88-57 to rezone from R-1 District (Single Family Residential) to R-O District (Residential-Office) and Application #88-59 for a conditional use permit to allow elderly housing in an R-O Zoning (Section 515.27, Subd. 4 c), property located at 6203-13 - 36th Ave. N., described as Lots 4 & 5, Block 4, Rosedale Acres.

Motion carried.

The adjacent property owner to the proposed rezoning property requested notification of surrounding properties be extended to 500 ft. instead of the customary 350 ft.

Moved by Commissioner Anderson and seconded by Commissioner Magnuson to extend the radius of notification from 350 ft. to 500 ft.

Motion carried.

2. Consideration of Variance Application #88-58 for an addition to the existing garage prior to the fire which will encroach in the required 40' rear yard setback at 3949 Hampshire Ave. N. as requested by Don W. Lee.

December 12, 1988 - Continued

Moved by Commissioner Elsen and seconded by Commissioner Christopher that pursuant to Section 515.55 of the Crystal City Code to recommend to the City Council to vary or modify the strict application of Section 515.13, Subd. 4 a) to grant a variance of 14'6" in the required 40' rear yard setback to build a 10'6" x 23' addition to the existing garage prior to the fire at 3949 Hampshire Ave. N., P.I.D. #17-118-21-42-0018, as requested in Application #88-58 of Don W. Lee.

The findings of fact are: An improvement to the property as permanent structure to replace lean-to, not detrimental to the neighborhood and an asset to the City.

Motion carried.

Commissioner Anderson inquired as to the status of the following applications that had been forwarded to the City Council: Steve O's at 4900 West Broadway, 3401 Vera Cruz (Herb Elfstrom) and 5200 Douglas Drive (Minnesota Auto Serve Center Partners).

Commissioners Magnuson, Kamp, Barden and Elsen will have completed their terms on the Planning Commission as of December 31, 1988; and Commissioners Magnuson, Kamp and Elsen indicated a desire to serve another term. (Staff will verify Barden's desire to be reappointed.) Their reappointments will be on the City Council's agenda for January 3, 1989.

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

The meeting adjourned at 7:55 p.m.

Chairperson Feyereisen

Secretary Elsen

DATE: December 7, 1988

TO: Jerry Dulgar, City Manager

FROM: Don Peterson, Chief Building Inspector

RE: Variance #88-58 at 3949 Hampshire Ave. N.

On October 29, 1988 the garage, carport and a portion of the house was destroyed by fire at 3949 Hampshire Ave. N.

Along with repairing the fire damage to the house, the applicant wishes to replace the destroyed garage and carport with a larger garage (30'6"x23').

Sec. 515.13 Subd 4(a) requires a 40' rear yard set back.

Prior to the fire the existing structure was nonconforming; however, with the recent change in the ordinance only a variance for the addition (which will encroach 14'6") is required.

I will have a transparency showing the request and the applicant will be present to answer questions.

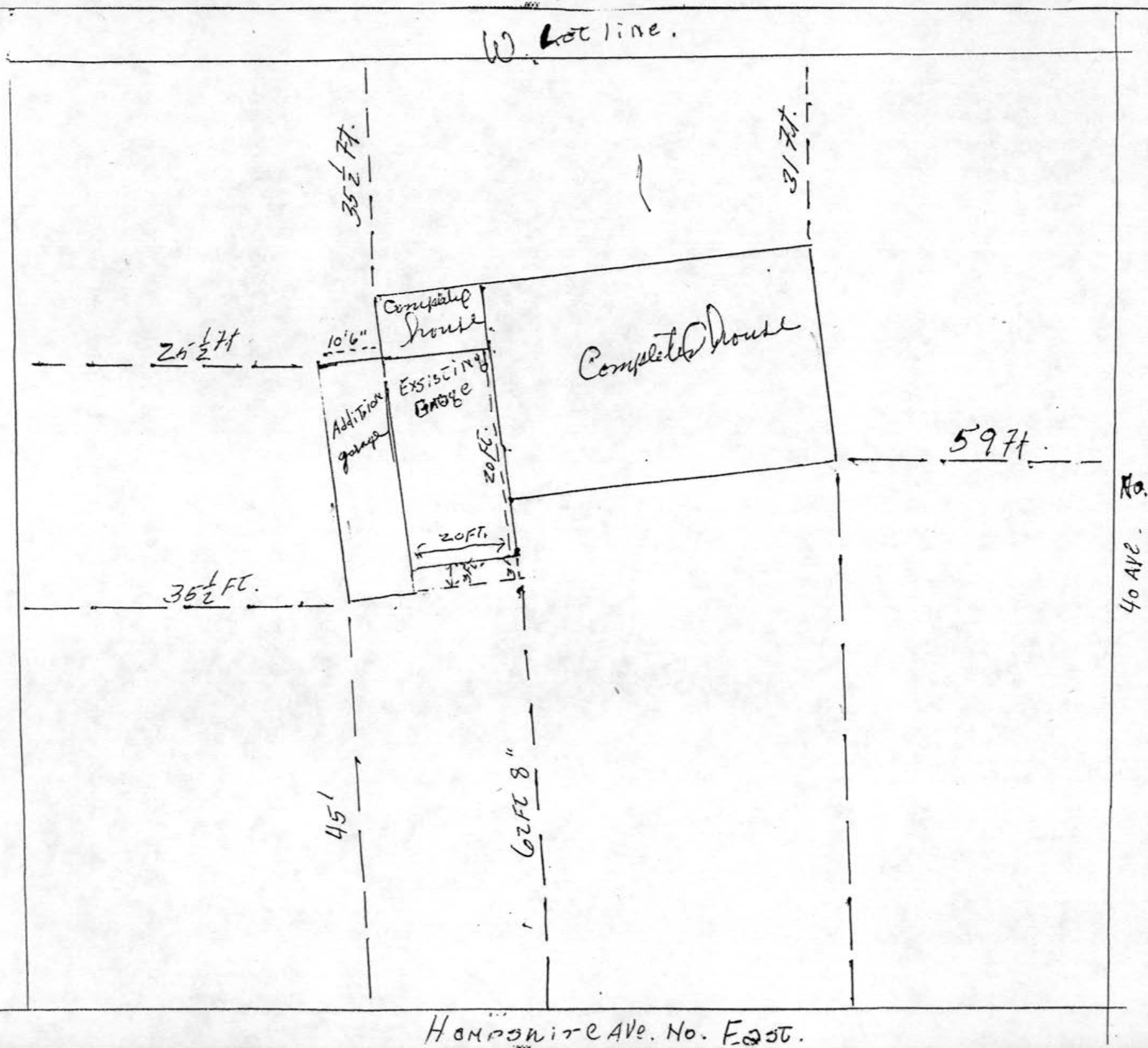
kk



Days Inn Minneapolis North

1501 Freeway Blvd.
Minneapolis, MN 55430
(612) 566-4140

SO.



No.
40 Ave.

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

No. 88-58
Date: Nov. 23 - 88

APPEAL FOR A VARIANCE TO THE ZONING ORDINANCE

Street Location of Property: 3949 Hampshire Ave No. Crystal, Minn 55429
Legal Description of Property: _____

Property Identification Number: _____

Applicant: Don W Lee
(Print Name)

Days Inn Room 103 Days Inn 566-440537-1281
(Address) (Phone No.)

Owner: Don and Helen Lee
(Print Name)

Same
(Address) (Phone No.)

REQUEST: Applicant requests a variance on the above-described property from Section 515.10
14(a) of the Zoning Ordinance, as amended, which requires 14'1" Rear Yard
wishes to Enlarge 14'6" and build a 10'6" X 23'
Addition to GARAGE.

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.

Storage for recreation vehicle, a Car and Boat.

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.

This stall garage serves for storage of Lawn Equipment
Mower etc., also used for wood working & hobby shops.

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.

Ten foot wide Construction of a one piece garage
will improve the appearance of the house as well
as the 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)

Don W Lee
(Applicant's Signature)

Don W Lee
(Owner's Signature)

(Office Use Only)

FEE: \$ 75.00 DATE RECEIVED: 11-23-88 RECEIPT # 43344

(Approved) (Denied) - Planning Commission

(Date)

(Approved) (Denied) - City Council

(Date)

December 27, 1988

City Council of Crystal
Warlene George, City Clerk,

I have recently had eye surgery and will not be able to attend the Jan. 3rd meeting of the Board of Adjustments and Appeals.

I have been a resident here for thirty-six years - 3916 Hampshire Ave. N. I am totally opposed to any additional building by Hon. Lee for the storage of his large equipment.

This is a residential area, but Lee has an eye-sore and a junk corner within it. There is always in evidence some of this large equipment or truck - sometimes covered by blue plastic - sometimes not. In the past, around 4 H.M., he was warming up his vehicle for plowing or whatever he does. Residential areas should not have commercial objects in view.

When the Grogans lived next door he was more controlled than now. The buffer footage he needed for his storage area was acquired from the new owners of the Grogan property, but this has

not helped hide his equipment and
keep this the residential area it is
supposed to be.

Again, I will repeat; I am
totally opposed to any more building
by How Lee. He needs a garage
for his car; we all do, but this
is not the area for business
large equipment.

Thank you for reading of
my feelings on this particular
corner. It has long been a problem
in my mind.

Luis C. Duplick
3916 Hampshire N.
537-6736

MEMORANDUM

TO: Jerry Dulgar
City Manager

FROM: James F. Mossey
Chief of Police

DATE: December 6, 1988

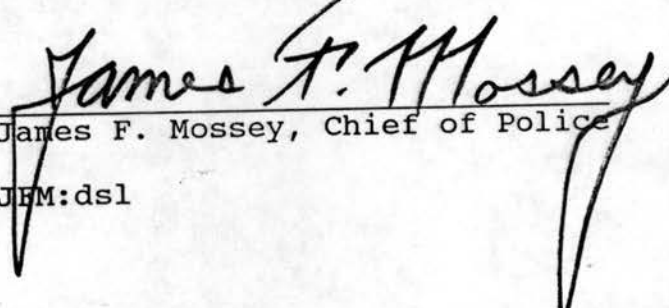
RE: Liquor License Recommendation
for Melvin D. Henry

Attached please find the completed police investigation with reference to the Liquor License Application for Melvin D. Henry.

In reviewing the investigation, I found no problems or inconsistencies and in fact the applicant already operates liquor establishments in other communities with no problem.

I am, therefore, recommending that his application for an Off Sale Liquor License in the City of Crystal be approved.

If you have any questions, please let me know.


James F. Mossey, Chief of Police

JFM:dsl

MEMORANDUM

TO: Chief Mossey

FROM: Dan Drake

RE: Report on the Liquor License Investigation
of Melvin D. Henry

DATE: November 30, 1988

Pursuant to the request for a Liquor License in the City of Crystal, I checked on the following facts listed in the application.

Melvin D. Henry has a valid driver's license and has no criminal history. I checked the Bankruptcy Court and found no outstanding judgments against Melvin Henry. I also checked civil processes and could find no actions against Melvin Henry.

Melvin Henry has liquor stores currently in the City of Bloomington, the City of Golden Valley and the City of Baxter. I checked with each of these cities and found that his liquor license for these establishments were in good standing and that there were no complaints against his establishments that they were aware of.

Upon checking with Sgt. Pecchia, I was informed that since the party has operated several liquor establishments in the past that are in good standing, this application should be forwarded to the Chief of Police without further investigation.

DD:dsl

ORIGINAL-To Payor DUPLICATE-To Clerk

OFFICIAL RECEIPT

City of Crystal

No. 43343

Date 11-23 1988

Received of Melvyn D. Henry

Five Hundred and 02/100

DOLLARS \$500.02

For Off-Sale Liquor pro-rated 1-1-89 thru 6-30-89 (\$100.02)

Investigation fees (2 stockholders) - \$400

FD	ACCT.	SUB.	AMOUNT	FD	ACCT.	SUB.	AMOUNT
				3112			100.02
				3516			400.00

D. George
CLERK

Receipt #43343
11-23-88

The information solicited herein pursuant to authority granted by law is necessary to complete the background and financial investigation of the applicant for a liquor license. In order that the Crystal Police Department will have adequate information to complete the investigation, it is necessary that the applicant complete all the forms in their entirety. The information solicited and the results of the investigation that follows will be used to determine whether or not the application will be denied or approved. You should be aware that willfully making a false statement or concealing a material fact in your application and required forms, may be the basis for a denial of your application.

PERSONAL STATEMENT

INSTRUCTIONS: Application must be typewritten or clearly printed in ink. All questions must be answered, if applicable. If not, indicate NA (not applicable). Applications which are not complete and legible will not be considered. If space provided is not sufficient for complete answers, or you wish to furnish additional information, attach sheets of the same size as this application and number answers to correspond with questions.

Henry Melvyn Dale 1. PERSONAL HISTORY
Name in full (Last, first, middle)

Henry Melvyn Dale
List all other names you have used including nicknames; if female, furnish maiden name. If you have ever legally changed your name, give date, place and court.

Birthdate (Month, day, year) <u>Dec 11, 1942</u>	Are you a U.S. citizen? <input checked="" type="checkbox"/> Yes () No	Naturalized? <input type="checkbox"/> Yes ()
Place of birth <u>St. Joseph, Mo.</u>	Naturalization <u>NA</u> Place _____ Date _____ Court _____	Derivative? <input type="checkbox"/> Yes ()
	Explain Derivative Citizenship <u>NA</u>	



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TO WHOM IT MAY CONCERN:

This will authorize any and all credit bureaus, credit rating organizations, banks, banking institutions, or any commercial establishment or store which has information relating to the credit rating or standing of the undersigned, to make the same available in its entirety to the Police Department of the City of Crystal, and supplying the said Police Department with such information as they may require.

I have in the past used the names of _____

The signature of my spouse appended hereto gives the same consent as above.

Melvin D. Henry
(Signature)

Date: 11-15-88

Cynthia D. Henry
(Spouse's Signature)

10208 Nesbitt
(Address)

Bloomington, Mn. 55437

WITNESSES:

M. H. Connor

CRY019 CRY012 NOV 28 1988 14:45:23 NOV 28 1988 14:45:29 01/02

*
*
*
*

TXT

MELVYN DALE HENRY
10208 NESBITT AV S BLOOMINGTON MN 55437

[REDACTED]

STATUS:VALID

PHOTO #:5093343224. ISU/122785.

08/23/87 SPEED

725738A

03/04/82 WARNING LETTER

10/16/81 FAIL TO OBEY SIGN

206326

06/18/81 SPEED

127436

CRY019 CRY012 NOV 28 1988 14:45:23 NOV 28 1988 14:45:44 02/02

NO HIT

QDP NAM/HENRY, MELVIN DALE. [REDACTED]

CRY020 NCI912 NOV 28 1988 14:45:23 NOV 28 1988 14:45:55

1L015 CRY01200893 270400

NO NCIC WANT [REDACTED] NAM/HENRY, MELVIN DALE

END OF MESSAGE



Partially Redacted Material

A portion of this page/item has been redacted for privacy considerations. The collection can be viewed at the Minnesota Historical Society's Gale Family Library in Saint Paul, Minnesota. For more information, visit www.mnhs.org/library/.

STATE OF MINNESOTA
DEPARTMENT OF PUBLIC SAFETY
LIQUOR CONTROL DIVISION
ST. PAUL, MN 55101
(612) 296-6430

Receipt # 43343
11-23-88

APPLICATION FOR OFF SALE INTOXICATING LIQUOR LICENSE

EVERY QUESTION MUST BE ANSWERED. If a corporation, an officer shall execute this application. If a partnership, a partner shall execute this application.

Applicant's Name (Individual, Corporation, Partnership) <u>Lamplighter Liquor Barrel, Inc.</u>		Trade Name or DBA <u>Liquor Barrel</u>	
License Location (Street Address/Lot & Block No.) <u>2728 Douglas Drive No.</u>		License Period From <u>July 1</u> To <u>June 30</u>	Applicant's Home Phone <u>(612) 831-5228</u>
Municipality <u>Crystal</u>	County <u>Hennepin</u>	State <u>Mn.</u>	Zip Code <u>55422</u>
Name of Store Manager <u>Melvyn D. Henry</u>		Business Phone Number <u>884-3733</u>	Date of Birth (Individual Applicant)
If a corporation, state name, date of birth, address, title, and shares held by each officer. If a partnership, state names, address and date of birth of each partner.			
Partner/Officer <u>Melvyn D. Henry</u>	D.O.B. <u>Pres.</u>	Address <u>10208 Nesbitt Bloomington, Mn. 55437</u>	Title/Shares <u>Bloomington Pres. 10 shares</u>
Partner/Officer <u>Cynthia S. Henry</u>	D.O.B. <u>V-Pres</u>	Address <u>10208 Nesbitt Bloomington, Mn. 55437</u>	Title/Shares <u>Bloomington V-Pres. 10 shares</u>
Partner/Officer	D.O.B.	Address	Title/Shares
Partner/Officer	D.O.B.	Address	Title/Shares

1. If a corporation, date of incorporation 11-14-88, state incorporated in Mn. amount of authorized capitalization 2,000.00, amount of paid in capital 23,000.00; if a subsidiary of any other corporation, so state N/A give purpose of corporation General Business Purposes if incorporated under the laws of another state, is corporation authorized to do business in the State of Minnesota? N/A. Number of certificate of authority N/A.
2. Describe premises to which license applies; such as (first floor, second floor, basement, etc.)
First Floor or if entire building, so state _____.
3. If operating under a zoning ordinance, how is the location of the building classified? B-4?
4. Is establishment located near any state university, state hospital, training school, reformatory or prison? No, state approximate distance 1 Mile.
5. State name and address of owner of building Ronald Weber, 1710 E. 78th St., Bloomington, Mn. has owner of building any connection, directly or indirectly, with applicant? No 55423
6. State whether applicant, or any of the associated in this application, have ever had an application for a Liquor License rejected by any municipality or State authority; if so give date and details
No
7. Has the applicant, or any of the associated in this application, during the five years immediately preceding this application ever had a license under the Minnesota Liquor Control Act revoked for any violation of such laws or local ordinances; if so, give date and details No
8. State whether applicant, or any of the associates in this application, and employees while employed by applicant during the past five years were convicted of any Liquor Law in this state, or under Federal Laws, and if so, give date and details No
9. Is applicant, or any of the associates in this application, a member of the governing body of the municipality in which this license is to be issued? No. If so in what capacity _____

FOR OFFICE USE ONLY

Mailing Address (If other than Licensing Authority)		Transaction Type	
Code	Fees A. _____ B. _____ C. _____	Date Approved	Violations Approved

10. State whether any person other than applicants has any right, title or interest in the furniture, fixtures, or equipment for which license is applied, and if so give name and details. No
11. Have applicants any interest whatsoever, directly or indirectly, in any other liquor establishment in the State of Minnesota? Yes Give name and address of such establishment The Liquor Barrel, Inc. Bloomington - Westport Liquor Barrel, Inc. Baxter 7th St. Liquor Inc. St. Paul - Golden Valley Liquor Barrel, Inc. G.V.
12. Furnish name and address of one bank reference American State Bank of Bloomington, Mn. 55437 - 4200 W. old Shakopee Road.
13. Under what classification is the license applied for: EXCLUSIVE OFF-SALE LIQUOR STORE, DRUG STORE, COMBINATION ON & OFF LIQUOR, OR GENERAL FOOD STORE Exclusive OFFSALE Liquor Store
14. Are the premises now occupied, or to be occupied, by the applicant entirely separate and exclusive from any other business establishment? Yes
15. If a drug store, state length of time the store has been in operation N/A
16. State whether applicant has, or will be granted, an On-Sale Liquor License in conjunction with this Off-Sale Liquor License, and for the same premises No
17. State whether applicant has, or will be granted, a Sunday On-Sale Liquor License in conjunction with the regular On-Sale Liquor License N/A
18. State whether applicant has, or will be granted an Off-Sale Non-Intoxicating Malt Beverage (3/2) License in conjunction with this Off-Sale Liquor License No
19. During the past license year has a summons been issued under the Liquor Civil Liability Law (Dram Shop) M.S. 340A.802. ☐ Yes ☒ No. If yes, attach a copy of the summons.

Subscribed and sworn to before me this

17TH day of November, 1988.

Diane Cloupe

(Notary Public)

I hereby certify that I have read the above question and that the answers are true of my own knowledge.

Melroyd Henry

(Signature of applicant)



REPORT ON APPLICANT OR APPLICANTS BY POLICE DEPARTMENT

This is to certify that the applicant, and the associates, named herein have not been convicted within the past five years for any violation of Laws of the State of Minnesota, or Municipal

Ordinances relating to Intoxicating Liquor, except as hereinafter stated

NONE

Crystal

(Name of city, village or borough)

Police Department

Approved By:

James F. Hossay
Chief of Police

Title

(If you have no police department, either the Marshal or the Constable shall execute this report on the applicant.)

**MINNESOTA DEPARTMENT OF PUBLIC SAFETY
LIQUOR CONTROL DIVISION
333 SIBLEY • ST. PAUL, MN 55101**

APPLICATION FOR OFF SALE INTOXICATING LIQUOR LICENSE

EVERY QUESTION MUST BE ANSWERED. If a corporation, an officer shall execute this application. If a partnership, a partner shall execute this application.

Applicant's Name (Individual, Corporation, Partnership) <u>Lamplighter Liquor Barrel, Inc.</u>		Trade Name or DBA <u>Liquor Barrel</u>	
License Location (Street Address/Lot & Block No.) <u>2728 Douglas Drive No.</u>		License Period From <u>July 1</u> To <u>June 30</u>	Applicant's Home Phone <u>(612) 831-5218</u>
Municipality <u>Crystal</u>	County <u>Hennepin</u>	State <u>Mn.</u>	Zip Code <u>55422</u>
Name of Store Manager <u>Melvyn D. Henry</u>		Business Phone Number <u>884-3733</u>	Date of Birth (Individual Applicant)

If a corporation, state name, date of birth, address, title, and shares held by each officer.
If a partnership, state names, address and date of birth of each partner.

Partner/Officer <u>Melvyn D. Henry</u>	D.O.B.	Address <u>10208 Nesbitt</u>	City <u>Bloomington</u>	Title/Shares <u>Pres. 10 Shares</u>
Partner/Officer <u>Cynthia S. Henry</u>	D.O.B.	Address <u>10208 Nesbitt</u>	City <u>Bloomington</u>	Title/Shares <u>V-Pres. 10 Shares</u>
Partner/Officer	D.O.B.	Address	City	Title/Shares
Partner/Officer	D.O.B.	Address	City	Title/Shares

- If a corporation, date of incorporation 11-14-88, state incorporated in Mn. amount of authorized capitalization 2,000.00, amount of paid in capital 23,000.00, if a subsidiary of any other corporation, so state N/A give purpose of corporation General Business Purposes if incorporated under the laws of another state, is corporation authorized to do business in the State of Minnesota? N/A. Number of certificate of authority N/A.
- Describe premises to which license applies; such as (first floor, second floor, basement, etc.)
First Floor or if entire building, so state _____.
- If operating under a zoning ordinance, how is the location of the building classified? B-4?
- Is establishment located near any state university, state hospital, training school, reformatory or prison? No, state approximate distance 1 mile.
- State name and address of owner of building Ronald Weber, 1710 E. 78th St., Bloomington, Mn.
has owner of building any connection, directly or indirectly, with applicant? No
- State whether applicant, or any of the associated in this application, have ever had an application for a Liquor License rejected by any municipality or State authority; if so give date and details
No
- Has the applicant, or any of the associated in this application, during the five years immediately preceding this application ever had a license under the Minnesota Liquor Control Act revoked for any violation of such laws or local ordinances; if so, give date and details No
- State whether applicant, or any of the associates in this application, and employees while employed by applicant during the past five years were convicted of any Liquor Law in this state, or under Federal Laws, and if so, give date and details No
- Is applicant, or any of the associates in this application, a member of the governing body of the municipality in which this license is to be issued? No. If so in what capacity _____

FOR OFFICE USE ONLY

Mailing Address (If other than Licensing Authority)		Transaction Type	
Code	Fees A _____ B _____ C _____	Date Approved	Violations Approved

10. State whether any person other than applicants has any right, title or interest in the furniture, fixtures, or equipment for which license is applied, and if so give name and details. No
11. Have applicants any interest whatsoever, directly or indirectly, in any other liquor establishment in the State of Minnesota? Yes Give name and address of such establishment The Liquor Barrel, Inc. Bloomington - Westport Liquor Barrel, Inc. Baxter - 7th St. Liquor Inc. St. Paul - Golden Valley Liquor Barrel, Inc. G.V.
12. Furnish name and address of one bank reference American State Bank of Bloomington, Mn. 55437 - 4200 W. old Shakopee Road.
13. Under what classification is the license applied for: EXCLUSIVE OFF-SALE LIQUOR STORE, DRUG STORE, COMBINATION ON & OFF LIQUOR, OR GENERAL FOOD STORE Exclusive OFF SALE Liquor Store
14. Are the premises now occupied, or to be occupied, by the applicant entirely separate and exclusive from any other business establishment? Yes
15. If a drug store, state length of time the store has been in operation N/A
16. State whether applicant has, or will be granted, an On-Sale Liquor License in conjunction with this Off-Sale Liquor License, and for the same premises No
17. State whether applicant has, or will be granted, a Sunday On-Sale Liquor License in conjunction with the regular On-Sale Liquor License N/A
18. State whether applicant has, or will be granted an Off-Sale Non-Intoxicating Malt Beverage (3/2) License in conjunction with this Off-Sale Liquor License No

19. During the past license year has a summons been issued under the Liquor Civil Liability Law (Dram Shop) M.S.340A.802. ☐ yes ☒ No. If yes, attach a copy of the summons.

Subscribed and sworn to before me this

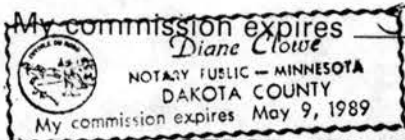
17TH day of NOVEMBER, 1988.

Diane Clowe

(Notary Public)

I hereby certify that I have read the above question and that the answers are true of my own knowledge.

Melvin D. Henry
(Signature of applicant)



REPORT ON APPLICANT OR APPLICANTS BY POLICE DEPARTMENT

This is to certify that the applicant, and the associates, named herein have not been convicted within the past five years for any violation of Laws of the State of Minnesota, or Municipal

Ordinances relating to Intoxicating Liquor, except as hereinafter stated _____

NONE

Crystal
(Name of city, village or borough)

Police Department

Approved By:

James T. Thosener
Chief of Police Title

(If you have no police department, either the Marshal or the Constable shall execute this report on the applicant.)

STATE OF MINNESOTA
DEPARTMENT OF PUBLIC SAFETY
LIQUOR CONTROL DIVISION

BOND NO. 55-120425

EXECUTED IN DUPLICATE

SURETY BOND
OFF SALE

Know all men by these presents

That we Lamplighter Liquor Barrel, Inc.
2728 Douglas Drive North, Crystal, MN 55422 as principal, and
UNITED FIRE & CASUALTY COMPANY of Cedar Rapids, Iowa, a corporation
organized and existing under the laws of the State of Iowa and duly authorized to
transact a corporate surety business in the State of Minnesota, as surety, are held and firmly bound unto the City
(Insert City-Village-Borough)
of Crystal County of Hennepin

State of Minnesota, in the penal sum of One Thousand & no/100 dollars, good and lawful
money of the United States to be paid to said City of Crystal
(Insert City-Village Borough)
for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly
by these presents.

Sealed with our hands and seals this 17th day of November, 19 88.
Whereas. The above bounden principal desires to carry on the business of handling intoxicating liquors as an

"Off Sale" dealer, in the said City of Crystal, and is
(Insert City-Village-Borough)
about to be granted a license for that purpose is pursuance with the provisions of Minnesota Statutes, Chapter 340, as
amended.

NOW, THEREFORE, The condition of this obligation is such that if the principal shall comply with the terms of said
license or any modifications, extensions or renewals thereof, and with the provisions of the above entitled act of the
legislature of the State of Minnesota, and as it may at any time be amended and supplemented, and all other acts and laws of
the State of Minnesota, and with the rules, regulations and decisions lawfully made and issued by the proper authorities of
the State of Minnesota relating thereto, and that if the said principal shall further pay to the said municipality when due, all
taxes, license fees, penalties and other charges provided by law, and that in the event of any violation of the provisions of
any law relating to the retail "Off Sale" of intoxicating liquor, such bond shall be forfeited to the said municipality as in said
act provided, and that if the said principal shall pay to the extent of the principal amount of this obligation any damages for
death or injury caused by or resulting from the violation of any of the provisions of this act, then this obligation shall be void,
otherwise to remain in full force and effect.

The surety company consents to be bound by this obligation, notwithstanding any informality in its execution.

This bond is for the license period commencing November 17, 1988
and ending June 30, 1989.

Witness our hands and seals this 17th day of November, 19 88.

Signed, sealed, and delivered in the presence of — Lamplighter Liquor Barrel, Inc. (Seal)

Roger A. Bernum BY Malvyn D. Henry - Pres (Seal)

as to principal (Seal)

UNITED FIRE & CASUALTY COMPANY (Seal)

James A. DeHood BY James A. DeHood
as to surety Attorney-in-fact

ACKNOWLEDGMENT OF PRINCIPAL
For Individual

STATE OF MINNESOTA

County of _____ } ss.

On this _____ day of _____, 19____, before me, a notary public within and for said
County appeared _____ to me known to be the person
signed as principal herein, and stated that he signed the same of his own free will and accord.

Notary Public

County, Minnesota.

(SEAL)

My Commission expires _____

FOR CORPORATION

STATE OF MINNESOTA

County of _____

ss.

On this _____ day of _____, 19____, before me appeared _____, to be personally known, who, being duly sworn, did say that he is the _____ of the _____; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

(SEAL)

County, Minnesota.

My Commission expires _____

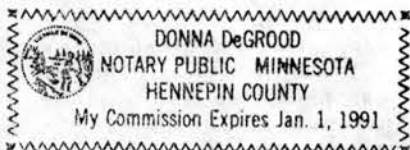
ACKNOWLEDGMENT OF SURETY

STATE OF MINNESOTA

County of Hennepin

ss.

On this 17th day of November, 1988, before me personally appeared James A. DeGrood, to me personally known, who being by me duly sworn, did say that he is Attorney-in-Fact of the UNITED FIRE & CASUALTY COMPANY; that the seal affixed to the foregoing instrument is the corporate seal of that corporation and that said instrument was executed in behalf of the corporation by authority of its board of directors, and said James A. DeGrood acknowledged said instrument to be the free act and deed of said corporation.



(SEAL)

Notary Public

Hennepin

County, Minnesota.

My Commission expires 1/1/91

BOND

For

OFF SALE LIQUOR LICENSE

Approved by _____ Council,
of the municipality of _____
this _____ day of _____,
19____.

Representative of Council.

Approved by the Liquor Control Commis-
sioner of the State of Minnesota this _____
day of _____, 19____
Liquor Control Director.



UNITED FIRE & CASUALTY COMPANY
HOME OFFICE — CEDAR RAPIDS, IOWA
CERTIFIED COPY OF POWER OF ATTORNEY

(Original on file at Home Office of Company — See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint James A. DeGrood, or Donna DeGrood, Both Individually

of Bloomington, Minnesota
its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows:

--Any and All Bonds--

and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted shall expire September 1,

19 90 unless sooner revoked.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company on April 18, 1973.

"Article V — Surety Bonds and Undertakings."

Section 2. Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company, may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

1st day of September

, A.D. 19 88

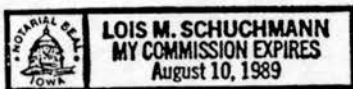
UNITED FIRE & CASUALTY COMPANY

By *Richard J. Ehlinger*
Vice President



State of Iowa, County of Linn, ss:

On this 1st day of September 19 88, before me personally came Richard J. Ehlinger to me known, who being by me duly sworn, did depose and say: that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Lois M. Schuchmann

Notary Public

My commission expires August 10, 19 89

CERTIFICATION

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said

Company this 17th day of November 19 88



Maynard L. Hansen
Secretary



CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

11-17-88

PRODUCER

CORDES AGENCY
& ROGER A. BLESSUM
10800 NORMANDALE BLVD #117
BLOOMINGTON MN 55437

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

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** ST. PAUL COMPANIES

COMPANY LETTER **B** WAUSAU

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

INSURED

LAMPLIGHTER LIQUOR BARREL, INC.
2728 DOUGLAS DRIVE NORTH
CRYSTAL, MN 55422

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	00990	11-17-88	7-1-89	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD				BI & PD COMBINED	\$1,000,	\$1,000,
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS				PERSONAL INJURY		\$1,000,
	<input checked="" type="checkbox"/> CONTRACTUAL						
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS						
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE						
	<input checked="" type="checkbox"/> PERSONAL INJURY				BODILY INJURY (PER PERSON)	\$	
	AUTOMOBILE LIABILITY				BODILY INJURY (PER ACCIDENT)	\$	
	<input type="checkbox"/> ANY AUTO				PROPERTY DAMAGE	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)				BI & PD COMBINED	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)						
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> GARAGE LIABILITY				BI & PD COMBINED	\$	
	EXCESS LIABILITY						
	<input type="checkbox"/> UMBRELLA FORM						
B	<input type="checkbox"/> OTHER THAN UMBRELLA FORM	0318 00 088559	11-17-88	6-5-89	STATUTORY MN		
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				\$100,	(EACH ACCIDENT)	
					\$500,	(DISEASE-POLICY LIMIT)	
					\$100,	(DISEASE-EACH EMPLOYEE)	
A	OTHER	00990	11-17-88	7-1-89	* SEE LIMITS BELOW		
	LIQUOR LIABILITY						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

* 50,000., PER PERSON, 100,000., MORE THAN ONE PERSON, 10,000., PROPERTY DESTRUCTION 50,000./100,000., LOSS OF MEANS OF SUPPORT.

CERTIFICATE HOLDER IS NAMED ADDITIONAL INSURED

CERTIFICATE HOLDER

CITY OF CRYSTAL

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OF LIABILITY ON ANY KIND UPON THE COMPANY OR ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

11-17-88

PRODUCER

CORDES AGENCY
& ROGER A. BLESSUM
10800 NORMANDALE BLVD #117
BLOOMINGTON MN 55437

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COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	ST. PAUL COMPANIES
COMPANY LETTER	B	WAUSAU
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

INSURED

LAMPLIGHTER LIQUOR BARREL, INC.
2728 DOUGLAS DRIVE NORTH
CRYSTAL, MN 55422

COVERAGES

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						EACH OCCURRENCE	AGGREGATE
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	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD				BI & PD COMBINED	\$1,000,	\$1,000,
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS				PERSONAL INJURY		\$1,000,
	<input checked="" type="checkbox"/> CONTRACTUAL						
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS						
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE						
	AUTOMOBILE LIABILITY				BODILY INJURY (PER PERSON)	\$	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (PER ACCIDENT)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)				PROPERTY DAMAGE	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)				BI & PD COMBINED	\$	
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> GARAGE LIABILITY						
	EXCESS LIABILITY				BI & PD COMBINED	\$	\$
	<input type="checkbox"/> UMBRELLA FORM						
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM						
B	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	0318 00 088559	11-17-88	6-5-89	STATUTORY MN		
					\$100,	(EACH ACCIDENT)	
					\$500,	(DISEASE-POLICY LIMIT)	
					\$100,	(DISEASE-EACH EMPLOYEE)	
A	OTHER LIQUOR LIABILITY	00990	11-17-88	7-1-89	* SEE LIMITS BELOW		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

* 50,000., PER PERSON, 100,000., MORE THAN ONE PERSON, 10,000., PROPERTY DESTRUCTION 100,000./100,000., LOSS OF MEANS OF SUPPORT.

CERTIFICATE HOLDER

CITY OF CRYSTAL

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Form SP:C1
LICENSE APPLICANT:

Pursuant to Minnesota Statute 270.72 Tax Clearance; Issuance of Licenses, the licensing authority is required to provide to the Minnesota Commissioner of Revenue your Minnesota business tax identification number and the social security number of each license applicant.

Under the Minnesota Government Data Practices Act and the Federal Privacy Act of 1974, we are required to advise you of the following regarding the use of this information:

1. This information may be used to deny the issuance, renewal or transfer of your license in the event you owe the Minnesota Department of Revenue delinquent taxes, penalties or interest;
2. Upon receiving this information, the licensing authority will supply it only to the Minnesota Department of Revenue. However, under the Federal Exchange of Information Agreement the Department of Revenue may supply this information to the Internal Revenue Service;
3. Failure to supply this information may jeopardize or delay the processing of your licensing insurance or renewal application.

Please supply the following information and return along with your application to the agency issuing the license. DO NOT RETURN TO THE DEPARTMENT OF REVENUE.

LICENSE BEING APPLIED FOR OR RENEWED: OFF Sale Liquor
LICENSING AUTHORITY: Crystal
(name of city, county or state agency issuing license)
LICENSE RENEWAL DATE: July 1, 1989

PERSONAL INFORMATION (if applicable):

Applicant's Name: Melvyn D. Henry
Applicant's Address: 10208 Nesbitt
Bloomington, Mn. 55437
City State Zip Code

Social Security Number: 478-42-6926

BUSINESS INFORMATION (if applicable):

Business Name: Lampighter Liquor Barrel, Inc.
Business Address: 2728 Douglas Drive
Crystal, Mn. 55422
City State Zip Code

Minnesota Tax Identification No.: 2425058
Federal Tax Identification No.: Applied for

If a Minnesota Tax Identification number is not required, please explain on the reverse side.

Melvyn D. Henry - Pres. 11-15-88
Signature Position (Officer, Partner, etc.) Date

PROOF OF WORKERS' COMPENSATION INSURANCE COVERAGE

Minnesota Statute Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Section 176.181, Subd. 2. The information required is: The name of the insurance company, the policy number, and dates of coverage or the permit to self-insure. This information will be collected by the licensing agency and put in their company file. It will be furnished, upon request, to the Department of Labor and Industry to check for compliance with Minnesota Statute Sec. 176.181, Subd. 2.

This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. Furthermore, if this information is not provided and/or falsely reported, it may result in a \$1,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry payable to the Special Compensation Fund.

Provide the information specified above in the spaces provided, or certify the precise reason your business is excluded from compliance with the insurance coverage requirement for workers' compensation.

Insurance Company Name: WAUSAU
(NOT the insurance agent)

Policy Number or Self-Insurance Permit Number: 0318 00 088559

Dates of Coverage: 11-17-88 THRU 6-6-89

(or)

I am not required to have workers' compensation liability coverage because:

() I have no employees covered by the law.

() Other (Specify) _____

I HAVE READ AND UNDERSTAND MY RIGHTS AND OBLIGATIONS WITH REGARDS TO BUSINESS LICENSES, PERMITS AND WORKERS' COMPENSATION COVERAGE, AND I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

Meloyne L. Henry
(SIGNATURE)

CITY OF CRYSTAL

ADDENDUM FOR CORPORATION LIQUOR LICENSES. (Must be filled out by each corporate applicant)

Directions: As to each question hereinafter asked, state fully your answers to each question furnishing information not previously reported to the City Council on any prior application.
(Use separate sheets of paper if necessary)

1. During the past license year to date, state the name or names including home and business address, date of birth, places of birth, citizenship of each and every person directly or indirectly owning, operating or controlling your applicant's operation other than manager, stockholders, officers and directors. State the nature, percent and type of such ownership, operation and control. *None*
2. List all changes of officers and directors that have occurred in the past license year, from whom, to whom with the percentage of stock ownership of each. *None*
3. (a) List amount and type of shares of stock issued by said corporation, indicate whether voting or non-voting and list each shareholder of record as of this date together with the number and types of shares owned by each person, indicate whether voting or non-voting.
Total 20 shares: 10 Voting Common Stock - Melvyn D. Henry; 10 Voting Shares Cynthia S. Henry
(b) List each and every share of stock that has been transferred from one stockholder to another during the past license year. State type and indicate whether voting or non-voting. State the name and address of the transferor and the name and address of the transferee. *None*
4. (a) How many stockholder's meetings were held during the past license year? *one*
(b) State dates and places of holding meetings. *November 15, 1988
10208 Nesbitt Ave. So.
Bloomington, Mn. 55437*
(c) The names and addresses of all persons in attendance and relationship to corporate license holder.
*Melvyn D. Henry - President and Treasurer
Cynthia S. Henry - Vice President and Secretary*
5. (a) How many directors' meetings were held during the past license year? *one*
(b) State the dates and places of holding each meeting. *November 15, 1988
10208 Nesbitt
Bloomington, Mn. 55437*
(c) The names and addresses of all persons in attendance and their relationship to the corporation.
*Melvyn D. Henry - President and Treasurer
Cynthia S. Henry - Vice President and Secretary*
6. (a) During the past license year list the number and types of each share of stock voted by proxy in any stockholder's meeting. *20 Shares
Common Stock*
(b) List the name and address of the owner and name and address of the person to whom such proxy was given, the number of shares involved and whether such proxy is a single purpose proxy or good for more than one meeting. *10 shares Melvyn D. Henry - Single
10 shares Cynthia S. Henry - Single*
7. (a) During the past license year to date, list each share of stock in which the owner thereof is a limited owner such as a trustee, guardian, attorney in fact, pledgee, executor, administrator, assignee or in any other representative capacity. *None*

7. (b) State the number and types of shares of stock involved, the names of all parties having an interest in such stock, the number of shares of stock involved, the names and addresses of all parties in interest, and a statement of such interest as to each.

10 Shares = 50% of Common Stock - Meloy D. Henry
10208 Nesbitt
Bloomington, Mn. 55437

10 Shares = 50% of Common Stock - Cynthia S. Henry
10208 Nesbitt
Bloomington, Mn. 55437

8. (a) During the past license year to date, state any and all powers of attorney (general or special) in force as to voting of stock or as to the management of the licensed corporation. *None*

(b) State the name of the grantor and the grantee and other details pertaining thereto. *None*

9. (a) During the past license year to date, state as to whether the corporation has issued, hypothecated, pledged or otherwise transferred or assigned any new or already issued stock. *None*

(b) State the amount and type of stock involved, the name and addresses of the persons involved and on what dates. *None*

CITY OF CRYSTAL

ADDENDUM FOR CORPORATION LIQUOR LICENSES. (Must be filled out by each corporate applicant)

Directions: As to each question hereinafter asked, state fully your answers to each question furnishing information not previously reported to the City Council on any prior application.
(Use separate sheets of paper if necessary)

1. During the past license year to date, state the name or names including home and business address, date of birth, places of birth, citizenship of each and every person directly or indirectly owning, operating or controlling your applicant's operation other than manager, stockholders, officers and directors. State the nature, percent and type of such ownership, operation and control. *None*
2. List all changes of officers and directors that have occurred in the past license year, from whom, to whom with the percentage of stock ownership of each. *None*
3. (a) List amount and type of shares of stock issued by said corporation, indicate whether voting or non-voting and list each shareholder of record as of this date together with the number and types of shares owned by each person, indicate whether voting or non-voting.
TOTAL 20 Shares! 10 Voting Common Stock - Melvyn D. Henry! 10 Voting Shares - Cynthia S. Henry
(b) List each and every share of stock that has been transferred from one stockholder to another during the past license year. State type and indicate whether voting or non-voting. State the name and address of the transferor and the name and address of the transferee. *None*
4. (a) How many stockholder's meetings were held during the past license year? *one*
(b) State dates and places of holding meetings. *November 15, 1988
10208 Nesbitt
Bloomington, Mn. 55437*
(c) The names and addresses of all persons in attendance and relationship to corporate license holder.
*Melvyn D. Henry - President and Treasurer
Cynthia S. Henry - Vice President and Secretary*
5. (a) How many directors' meetings were held during the past license year? *one*
(b) State the dates and places of holding each meeting. *November 15, 1988
10208 Nesbitt
Bloomington, Mn. 55437*
(c) The names and addresses of all persons in attendance and their relationship to the corporation.
*Melvyn D. Henry - President and Treasurer
Cynthia S. Henry - Vice President and Secretary*
6. (a) During the past license year list the number and types of each share of stock voted by proxy in any stockholder's meeting. *20 Shares
Common Stock*
(b) List the name and address of the owner and name and address of the person to whom such proxy was given, the number of shares involved and whether such proxy is a single purpose proxy or good for more than one meeting.
*10 Shares Melvyn D. Henry - single
10 Shares Cynthia S. Henry*
7. (a) During the past license year to date, list each share of stock in which the owner thereof is a limited owner such as a trustee, guardian, attorney in fact, pledgee, executor, administrator, assignee or in any other representative capacity. *None*

7. (b) State the number and types of shares of stock involved, the names of all parties having an interest in such stock, the number of shares of stock involved, the names and addresses of all parties in interest, and a statement of such interest as to each.

10 shares = 50% of common stock - Melvyn D. Henry
10208 Nesbitt
Bloomington, Mn. 55437

10 shares = 5% of common stock - Cynthia S. Henry
10208 Nesbitt
Bloomington, Mn. 55437

8. (a) During the past license year to date, state any and all powers of attorney (general or special) in force as to voting of stock or as to the management of the licensed corporation. *None*

(b) State the name of the grantor and the grantee and other details pertaining thereto. *None*

9. (a) During the past license year to date, state as to whether the corporation has issued, hypothecated, pledged or otherwise transferred or assigned any new or already issued stock. *None*

(b) State the amount and type of stock involved, the name and addresses of the persons involved and on what dates. *None*

SHOPPING CENTER LEASE

THIS LEASE, made this 11th day of November, 1988, by and between the parties named below.

W I T N E S S E T H:

ARTICLE 1 - BASIC PROVISIONS AND DEFINED TERMS

- (a) "Landlord": Rapala Mail Order, Inc.
- (b) Landlord's Address: Rockford, Inc.
5009 Excelsior Blvd., #152
Minneapolis, MN 55416
- mt* (c) "Tenant": Lamplighter ~~Crystal~~ Liquor Barrel, Inc.
- (d) Tenant's Address: 2728 Douglas Drive North
Crystal, MN 55422
- (e) Tenant's Trade Name: Liquor Barrel
- (f) Premises: 2728 Douglas Drive North, Crystal, MN 55422
having a floor area of 1,800 square feet, being outlined in red on Exhibit A attached hereto and made a part hereof and being a part of Lamplighter Square Shopping Center, located in Crystal, Hennepin County, Minnesota (herein called the "Shopping Center").
- (g) Lease Term: Commencing on (1) January 1, 1989 (the "Commencement Date" or (2) the Commencement Date as defined under Article 3, and ending 2 years and 0 months after the Commencement Date. (see Addendum #2 To Lease - Article 1)
- 7/88* ~~(h) Scheduled Completion Date (Landlord's Work):~~ _____
- 7/88* ~~(i) Period for Completion of Tenant's Work:~~ _____ consecutive calendar days.
- (j) Minimum Rent: Seven thousand two hundred and no/100 dollars (\$ 7,200.00) per year, payable in monthly installments of Six hundred and no/100 dollars (\$ 600.00) each.
- (k) Percentage Rent: two percent (2%) of Gross Sales (as defined) in excess of Three hundred sixty thousand and no/100 dollars (\$ 360,000.00) in each full lease year.
- ~~(l) Deposit Rent:~~ _____
(\$ _____) to be applied to first accruing monthly installments of minimum rent.
- ~~(m) Security Deposit:~~ _____
(\$ _____).
- (n) Permitted Use: Off sale liquor store
- (o) Operating Hours: At least six days per week, and six evenings per week until 8 or 10 p.m. in accordance with the liquor laws for the State of Minnesota.
- (p) Initial Estimated Common Area Maintenance Charge: Eighty-five and no/100 dollars (\$ 85.00) per month.
- ~~(q) Real Estate Taxes:~~ _____ Initial monthly r.e. tax charge \$265.00
- ~~(r) Insurance:~~ _____ Initial monthly insurance charge \$15.00
- (s) Minimum Merchants' Association Dues: Five and no/100 dollars (\$ 5.00) per month.

Each of the foregoing basic provisions and defined terms shall be construed in conjunction with and limited by the references thereto in the other provisions of this Lease.

ARTICLE 2 - GRANTING CLAUSE

Landlord hereby demises and leases to Tenant and Tenant hereby rents and takes from Landlord the Premises, TO HAVE AND TO HOLD the Premises for the term specified in paragraph (g) of Article 1, except that in the event the Commencement Date is a day other than the first day of a calendar month, such term shall extend for the number of years and months provided under Article 1 in addition to the partial calendar month following the Commencement Date, all upon the terms and conditions and subject to the limitations, restrictions and reservations herein provided.

ARTICLE 3 - ACCEPTANCE AND CONSTRUCTION OF PREMISES

~~(a) Landlord's Work~~ Landlord's obligation to repair, alter, improve or perform any work in or to the Premises prior to delivery thereof to Tenant shall be limited to the work, if any, set forth in

Exhibit B, attached hereto and made a part hereof. If Landlord is obligated to perform any work in or to the Premises under the terms of Exhibit B, Landlord agrees to perform such work (herein called "Landlord's Work") substantially as described in or required under Exhibit B, subject, however, to all of the limitations and terms of Exhibit B. Landlord shall notify Tenant 15 days in advance of the date on which Tenant can commence performance of the work (herein called "Tenant's Work") to be performed by Tenant under the terms of Exhibit B. Tenant agrees to commence such work forthwith and carry it to completion. Tenant's taking of possession of the Premises shall be conclusive evidence that Landlord has performed Landlord's Work and Tenant has accepted the Premises in good order and satisfactory condition.

~~(b) Completion of Tenant's Work. Tenant shall be allowed the number of days specified in paragraph (i) of Article 1 for the completion of Tenant's Work from the date specified in the notice from Landlord.~~

(c) Commencement Date. The Commencement Date shall be on the day next following the last day allowed to Tenant for the completion of Tenant's Work or on the day Tenant opens the Premises for business, whichever shall first occur.

(d) Delivery of Premises. Tenant shall have no right to enter or occupy the Premises until the same are tendered by Landlord. Landlord shall not be liable for any damages to or losses of Tenant caused by or arising out of any delay in completion of Landlord's Work or tendering the Premises to Tenant, except that, in the event Landlord's Work has not been completed within twelve months from the Scheduled Completion Date set forth in paragraph (h) of Article 1, Tenant shall have the right to terminate this Lease by sending written notice to Landlord within 30 days after the expiration of such period, in which event neither Landlord nor Tenant shall have any further liability or obligation to the other except that any prepaid rent and security deposit shall be returned to Tenant.

ARTICLE 4 - RENTS

(a) Minimum Rent. Tenant shall pay to Landlord, at such place as Landlord may designate, without any prior demand therefor and without any deduction or set-off whatsoever, annual minimum rent in the amount specified in paragraph (j) of Article 1, payable in monthly installments in the amount specified in paragraph (j) of Article 1, due in advance on the first day of each month during the term of this Lease. If the Commencement Date does not fall on the first day of a calendar month, Tenant shall pay on the Commencement Date a pro rata portion of a monthly installment prorated on a per diem basis in respect of the partial calendar month following the Commencement Date. Any prepaid rent received by Landlord shall be applied to first accruing monthly installments of minimum rent.

(b) Percentage Rent. In addition to the minimum rent, Tenant shall pay to Landlord percentage rent equal to the amount by which the percentage rent rate specified in paragraph (h) of Article 1 times all Gross Sales (as herein defined) during each full or partial lease year exceeds the minimum rent payable under paragraph (a) of this Article in respect of such full or partial lease year. Percentage rent shall be paid in monthly installments as follows: On or before the 15th day of each calendar month during the term of this Lease, Tenant shall pay to Landlord a sum of money equal to the product of the specified percentage rent rate multiplied by the total Gross Sales made in or from the Premises during the preceding full or partial calendar month, after deducting therefrom the minimum rent paid in respect of such month. In the event the product of the percentage rent rate times the Gross Sales in or from the Premises for any full or partial lease year shall be less than the total monthly payments of percentage rent during such full or partial lease year, Tenant shall pay to Landlord any deficiency within 30 days after the end of such full or partial lease year. In the event the total monthly payments for any lease year shall exceed the total amount of percentage rent due for such lease year, calculated on an annual basis in accordance with Article 1, Landlord shall refund such excess to Tenant within 30 days after receipt by Landlord of the certified annual report of sales required under Article 4. In no event shall the rent to be paid by Tenant in respect of any lease year be less than the annual minimum rent specified in paragraph (j) of Article 1. *Reconciliation shall be on an annual basis, calendar year.*

(c) Definition of Lease Year. As used herein, the term "lease year" shall mean a period of 12 consecutive months. Each lease year shall commence on the day following the last day of the previous lease year. The first lease year shall commence on the Commencement Date. In the event the Commencement Date falls on a day other than the first day of a calendar month, the first lease year shall include the partial calendar month following the Commencement Date in addition to the next following 12 full calendar months.

(d) Definition of Gross Sales. The term "Gross Sales" shall mean and include the entire amount of the sale price, whether for cash or otherwise, of all sales of merchandise (including gift and merchandise certificates), services and other receipts whatsoever of all business conducted in or from the Premises, whether by Tenant or a subtenant, assignee, concessionaire or other occupant, including mail or telephone orders received or filled at the Premises, ~~deposits not refunded to purchasers,~~ orders taken at the Premises (although such orders may be filled elsewhere), sales to employees and sales through vending machines or other devices. Each installment or credit sale shall be treated as a sale for the full price in the month during which such sale was made, irrespective of the time when Tenant shall receive payment from its customer. No deduction shall be allowed for uncollected or uncollectible credit accounts. Gross Sales shall not include (1) any sums collected and paid out for any sales or excise tax imposed by any duly constituted governmental authority where the amount of such tax is separately charged to the customer, (2) the exchange of merchandise between the stores of Tenant, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Tenant and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Premises and/or for the purpose of depriving Landlord of the benefit of a sale which otherwise would be made at, in, from or upon the Premises, (3) the amount of returns to shippers or manufacturers, (4) the amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by purchaser and accepted by Tenant or (5) sales of Tenant's fixtures.

ARTICLE 5 - RECORDS AND STATEMENTS

(a) Records. Tenant and each subtenant, licensee or concessionaire occupying the Premises or part thereof shall, in connection with all sales, utilize in a manner satisfactory to Landlord ~~each registers equipped with sealed continuous totals.~~ Tenant and each subtenant, licensee or concessionaire of Tenant shall keep in the Premises or at some other location in the County in which the Premises are located, a permanent accurate set of books and records of all sales of merchandise and revenue derived from business conducted in the Premises, including: cash register tapes; sales slips; order records; records of transactions with subtenants, concessionaires and licensees; shopping records; records of merchandise returned; tax reports; banking records; and such other records as may be needed to permit an effective audit of sales. All such records shall be retained and preserved for at least 24 months after the end of

the calendar year to which they relate, and shall be subject to inspection and audit by Landlord and its agents at all reasonable times.

(b) Monthly Reports. On or before the 15th day after the expiration of the month in which the Commencement Date falls and on or before the 15th day of each calendar month thereafter during the remainder of the term, Tenant shall prepare and deliver to Landlord at the place then fixed for the payment of rent a statement of Gross Sales during the preceding calendar month in such form as Landlord may require, certified to be correct by Tenant or Tenant's authorized representative. *See 3.1.1.2*

(c) Annual Reports. On or before the 30th day after the expiration of each lease year and the 30th day after the expiration or termination of this Lease, Tenant shall deliver to Landlord at the place last fixed for the payment of rent a statement, sworn to by Tenant or Tenant's authorized representative and ~~certified~~ to be correct by an independent Certified Public Accountant, showing Gross Sales during the lease year next preceding the date on which such statement is due. In the event any provision of this Lease, or the enforcement thereof by Landlord, requires accounting for Gross Sales and the payment of percentage rent for any period less than 12 months, such shorter period shall be treated as one year for the purposes of an annual statement and such statement shall be delivered to Landlord within 30 days after termination of such shorter period. With each such annual statement or statements for a shorter period, Tenant shall pay to Landlord any and all sums due hereunder and then remaining unpaid for the entire period covered by such statement.

(d) Audit. In the event Landlord is not satisfied with any statement of Gross Sales submitted by Tenant, Landlord shall have the right to cause its auditors to audit all books and records, wherever located, pertaining to sales made in or from the Premises. If the amount of Gross Sales reported in such statement or statements are determined to be understated to an extent of more than 2% of the figures submitted by Tenant, the expense of such audit shall be borne by Landlord. Tenant shall promptly pay to Landlord any deficiency or Landlord shall promptly refund to Tenant any overpayment, as the case may be, which is established by such audit.

(e) Failure to Submit Statements. If Tenant omits to prepare and deliver promptly any monthly, annual or other statement required under this Article, Landlord may, in addition to exercising any of the remedies provided to Landlord under this Lease, or at law, make an audit of all books and records, including Tenant's bank accounts, which in any way pertain to or show Gross Sales, and to prepare the statement or statements which Tenant failed to prepare and deliver. Such audit shall be made and such statement or statements shall be prepared by a public accountant to be selected by Landlord. The statement or statements, so prepared, shall be conclusive on Tenant, and Tenant shall pay all expenses of the audit and other services. *Landlord will reasonably notify Tenant*

ARTICLE 6 - USE AND CARE OF PREMISES

(a) Use. The Premises shall be occupied and used only for the purposes set forth in paragraph (n) of Article 1 and for no other purpose whatever. ~~Without limiting the generality of the foregoing, Tenant shall not use the Premises, nor permit same to be used, for the manufacture, sale, barter, trade, gift or serving of intoxicating liquors of any nature whatsoever, as the same shall be defined under the Statutes of the United States or the State in which the Premises are located, unless and except as specifically stated herein.~~ Tenant shall not conduct or permit to be conducted within the Premises any fire, auction or bankruptcy sales or operate or permit to be operated within the Premises a "wholesale" or "factory outlet" store, a cooperative store, a "secondhand" store, a "surplus" store, ~~a store commonly referred to as a "discount house" or a store in which customers purchase memberships.~~ Tenant shall not advertise that it sells its products or services at "discount," "out-price" or "out-rate" prices.

(b) Compliance with Laws. Tenant shall promptly comply with all laws, ordinances, orders and regulations affecting the Premises and the cleanliness, safety, operation and use thereof and with the recommendations of any insurance company, inspection bureau or similar agency, public or private pertaining to the use and occupancy of the Premises or insurance rates applicable to the Premises.

(c) Restrictions on Use of Premises. Tenant shall not (1) permit any unlawful or immoral practice to be carried on or committed on the Premises; (2) make any use of or allow the Premises to be used in any manner or for any purpose that might invalidate or increase the rate of insurance on any policy maintained by Landlord; (3) keep or use or permit to be kept or used in the Premises any inflammable fluids or explosives without obtaining the prior written consent of Landlord; (4) use the Premises for any purpose which might create a nuisance or injure the reputation of the Premises, Landlord or the Shopping Center; (5) deface or injure the Premises or the building in which the Premises are located; (6) overload the floors; (7) commit or suffer any waste; (8) permit any objectionable or unpleasant odors to emanate from the Premises; (9) place or permit any radio or television antennas or loud speakers or amplifiers on the roof or on the outside of the Premises or where the same can be heard or seen outside the Premises; or (10) place any awning or other projection on the exterior of the Premises. Tenant shall pay as additional rent any increase in the cost of insurance on the Premises or the building in which the Premises are located to Landlord or the owner of same as a result of any unauthorized use of the Premises by Tenant, but such payment shall not constitute in any manner a waiver by Landlord of its right to enforce all of the covenants and provisions of this Lease.

(d) Signs and Advertisements. No sign, advertisement, display, notice or other lettering shall be exhibited, inscribed, painted or affixed on any part of the outside of the Premises ~~or inside, if visible from the outside,~~ or the building of which they form a part except with the prior written approval of Landlord. All such signs, displays, advertisements and notices of Tenant so approved by Landlord shall be maintained by Tenant in good and attractive condition at Tenant's expense and risk. Tenant shall include the address and identity of its business activities in the Premises in all advertisements made by Tenant in which the address and identity of any similar local business activity of Tenant is mentioned and shall not divert from the Premises any business which normally would be transacted there. Use by Tenant in advertising, letterheads or otherwise of the name of the Shopping Center or pictures or drawings of the Shopping Center and buildings contained therein, or any distinctive trade name or trademark used by Landlord shall be subject to such restrictions and regulations as Landlord may prescribe from time to time.

(e) Care of Premises. Tenant shall take good care of the Premises and keep the same free from waste, rodents and insects at all times. Tenant shall keep the Premises, and sidewalks, serviceways, malls and loading areas adjacent thereto neat, clean and free of dirt and rubbish at all times, and shall carefully store in an orderly manner all trash and garbage within the Premises. Tenant shall arrange for regular pickup of Tenant's trash and garbage, in accordance with the rules and regulations in effect from time to time, at Tenant's expense, unless Landlord provides a trash compactor for the disposal of trash and garbage, in which event, Tenant shall make use of such compactor. Receiving and delivery of goods and

merchandise and removal of garbage and trash shall be made only in the manner and areas prescribed by Landlord. Tenant shall not operate an incinerator or burn trash or garbage within the Shopping Center.

(f) Electrical Equipment. Tenant shall not install any electrical equipment which overloads lines in or to the Premises. In connection with the installation or use of any electrical equipment, Tenant shall at Tenant's own expense make from time to time whatever changes are necessary to comply with the requirements of the insurance underwriters, governmental authorities, or of insurance inspectors designated by Landlord. Tenant agrees not to use any electrical equipment containing a heating element unless same is connected and operated in compliance with the underwriters' specifications.

(g) Operation. Tenant shall keep the Premises open for business and diligently operate the business conducted therein at least the number of days and evenings per week and during the hours specified in paragraph (o) of Article 1 ~~and such hours as may be adopted by the Merchants Association~~. Tenant shall conduct Tenant's business at all times in a first-class, high-grade manner consistent with reputable business standards and practices in good faith and in such manner that Landlord will at all times receive the maximum amount of rental for the operation of the business in the Premises. Tenant shall keep the Premises adequately stocked with new merchandise in first-class condition. Tenant shall conduct Tenant's business under the trade name designated under paragraph (e) of Article 1 unless and until Landlord consents in writing to the use of another trade name in connection with such business. Tenant shall operate the heating and air conditioning equipment serving the Premises continuously so as to maintain a temperature within the range set forth under Exhibit B. Tenant shall not use or attempt to use the heating or air conditioning from the mall to heat or air condition the Premises.

(h) Radius. ~~Tenant shall not directly or indirectly engage in or own or operate any business similar to that authorized to be conducted hereunder, or to use the same or similar trade name in connection with any business, within a radius of three miles of the Premises during the term of this Lease and any extension or renewal thereof; provided, however, that nothing herein shall be construed to prevent continued operation of any of Tenant's stores within such radius existing on the date hereof.~~

(i) Rules and Regulations. Tenant shall comply with all of the rules and regulations promulgated by Landlord from time to time. The rules and regulations in effect on the date of execution of this Lease are set forth in Exhibit C attached hereto and made a part hereof. Landlord may amend, modify, delete or add new and additional reasonable rules and regulations for the use and care of the Premises, the building of which the Premises are a part, the Common Area and other parts of the Shopping Center and Tenant shall comply with all such amended, modified, new or additional rules and regulations upon notice to Tenant from Landlord or upon the posting of same in such place within the Shopping Center as Landlord may designate. In the event of any breach of any rules and regulations herein set forth or any amendments or additions thereto, Landlord shall have all remedies in this Lease provided for default of Tenant.

(j) Shopping Center Name. Landlord reserves the right at any time to change the name of the Shopping Center and to change the address or designation of the Premises or the building in which the Premises are located.

k) *Tenant reserves right to reserve nine (9) stalls in parking lot in front of premises only. (3 stalls wide, 3 stalls deep).*

ARTICLE 7 - UTILITIES

(a) Utility Charges. Tenant shall pay all charges, rents and taxes for all heat, air conditioning, gas, water, electricity, sewer and other utility services used in or in connection with the Premises, commencing on the last day of the 15-day notice period referred to in Article 3 or the day when Tenant commences Tenant's Work, whichever occurs first. If Landlord elects to supply all or part of the utility services, Tenant shall purchase the use of such services as are tendered by Landlord and pay the rate established by Landlord for such services, provided that such rates shall not exceed the rates charged by local public utility companies for such services. The charges for such services so furnished shall be additional rent due immediately upon receipt of a bill from Landlord. Tenant acknowledges that Landlord has not represented that natural gas service is available on the date hereof or will be available at any time after the date hereof and will have no responsibility for furnishing or causing to be furnished to Tenant any natural gas service.

(b) Discontinuance of Service. If Tenant fails to pay, within 10 days from the date delivery of the bill therefor, the charges due for any utility service furnished by Landlord, Landlord may discontinue furnishing such utility service upon such 10-days' written notice, and no such discontinuance shall be deemed an eviction or render Landlord liable to Tenant for damages or relieve Tenant from performance of its obligations under this Lease. Landlord shall not be liable to Tenant in damages or otherwise if any one or more utility services furnished by Landlord are interrupted or terminated because of repairs, installations, improvements or any cause beyond the control of Landlord. Landlord may cease to furnish any one or more of such utility services without any responsibility to Tenant except to connect the service facilities with such other nearby source of supply as may be available for the services so discontinued; provided, however, in the case of natural gas, Landlord shall not be obligated to connect the Premises to any other source of natural gas.

ARTICLE 8 - OPERATION AND MAINTENANCE OF COMMON AREAS

(a) Definition of Common Area. The term "Common Area" shall mean that part of the Shopping Center designated by Landlord from time to time for the common use of all tenants, including among other facilities, parking areas, parking decks (if any), sidewalks, landscaping, curbs, truckways, delivery passages, malls (if any), loading areas, private streets and alleys, lighting facilities, drinking fountains, meeting rooms, public toilets and the like. Landlord has not made any representation as to the identity, type, size, number or location of buildings in the Shopping Center (other than the Premises) or the tenants or occupants thereof and nothing contained in this Lease or the Exhibits hereto shall constitute a representation as to any such matters. Landlord reserves the right to change from time to time the dimensions and location of the Common Area as shown on Exhibit A, as well as the dimensions, identity and type of any buildings shown on Exhibit A, and to construct additional buildings or additional stories on existing buildings, additions adjoining any buildings or other improvements in the Shopping Center, subject to no restriction except that the parking areas and parking decks provided by Landlord and others in the Shopping Center or in reasonable proximity thereto shall contain at all times after Tenant has opened the Premises to the public for business not less than the number of parking spaces required under the applicable building code, zoning ordinance or other governmental law or ordinance. Landlord also reserves the right to dedicate portions of the Common Area and other portions of the Shopping Center (excepting only the Premises) for street, park, utility and other public purposes.

(b) Non-Exclusive Use. Landlord hereby grants to Tenant, its employees, agents, customers and invitees, the non-exclusive right to use during the term of this Lease the Common Area from time to time

constituted, in common with Landlord, other tenants in the Shopping Center and their employees, agents, customers and invitees and other persons permitted by Landlord to use all or part of the Common Area. Tenant shall not at any time interfere with the use of any part of the Common Area by Landlord, other tenants in the Shopping Center or any other persons having the right to use the Common Area. Tenant shall not solicit business, display merchandise or distribute handbills or any other form of advertisement within the Common Area, or take any action which would interfere with the right of other persons to use and enjoy the Common Area.

(c) Management of Common Area. Landlord agrees to manage, operate and maintain the Common Area during the term of this Lease. The manner in which such areas and facilities shall be maintained and the expenditures therefor shall be at the sole discretion of Landlord, who shall have the right to adopt and promulgate reasonable rules and regulations, from time to time, including the right to designate parking areas for the use of employees of tenants of the Shopping Center and to restrict such employees from parking areas designed exclusively for customers. Upon request by Landlord, Tenant shall furnish a complete list of the names of Tenant's employees at the Premises who have automobiles, respectively, and the State license numbers of all motor vehicles operated by Tenant. Tenant shall cause its agents, employees, contractors, licensees, concessionaires and subtenants to comply with all rules and regulations pertaining to the use of the Common Area and the parking of cars therein.

(d) Common Area Maintenance. Tenant shall pay, as additional rent, its proportionate share of the cost of operation and maintenance of the Common Area (including, among other costs, those incurred for snow removal, lighting, painting, cleaning, trash compacting and removal, security, inspecting, landscaping, repairing and replacing, the cost of air conditioning and heating enclosed malls and other areas, if any, and repairing and replacing curbs, sidewalks, parking and other areas) which may be incurred by Landlord in its discretion, including a reasonable allowance for Landlord's overhead costs and for depreciation of maintenance equipment, the cost of hazard and public liability insurance, and the cost of all water consumed in the Shopping Center which is not separately metered to tenants, but excluding depreciation of Landlord's original investment in the Shopping Center. The proportionate share to be paid by Tenant of the cost of operation and maintenance of the Common Area shall be computed on the ratio that the total floor area of the Premises bears to the total leaseable floor area of all buildings in the Shopping Center on the first day of each calendar year. Landlord shall make monthly or other periodic charges based upon the estimated annual cost of operation and maintenance of the Common Areas, which may be based upon a calendar year or fiscal year, as designated from time to time by Landlord. One-twelfth of Tenant's proportionate share of the estimated annual cost shall be payable on the first day of each of the next following 12 calendar months. Within 60 days after the close of each such calendar or fiscal year, Landlord shall furnish to Tenant a statement of the Common Area costs for such year, prepared in accordance with standard accounting practices, which shall include an allocation of Tenant's share of the Common Area costs computed as herein provided. Any necessary adjustments shall be made within 10 days after delivery of such statement. The initial estimated Common Area maintenance charge is set forth in paragraph (p) of Article 1, which shall be applicable to all or part of the first lease year, as may be designated by Landlord, and shall be subject to adjustment in accordance with this paragraph.

ARTICLE 9 - REAL ESTATE TAXES

~~(a) Taxes on Shopping Center. The Tenant shall pay, as additional rent, its proportionate share of any increase in the general real estate taxes and assessments against the land and buildings comprising the Shopping Center over the amount of such taxes and assessments payable during the Real Estate Tax Base Year specified in paragraph (q) of Article 1. Tenant's proportionate share of the increase in respect of any year shall be equal to the same proportion that the number of square feet in the Premises bears to the total number of square feet of rentable area in all buildings comprising the Shopping Center on the first day of such year. Any additional rent due under this paragraph shall be paid by Tenant to the Landlord within 10 days after receipt by Tenant of a statement from Landlord setting forth the amount of increase and Tenant's share thereof. In the event the term of this Lease does not begin or end on the first day of a calendar year, any payment due under this paragraph in respect of the fractional calendar years following the Commencement Date or preceding the termination or expiration of this Lease shall be prorated.~~ See Addendum Article 9(a)

(b) Taxes on Additions to Premises. Tenant shall pay, as additional rent, any and all increases in the real estate taxes and assessments levied on the land and buildings comprising the Shopping Center by reason of any addition or improvements to the Premises made by Tenant or any subtenant or other occupant of the Premises, whether or not such alterations or improvements have been made with the written consent of Landlord. The amount of such additional taxes levied against the Shopping Center by reason of such additions or improvements shall be determined by the assessor of the taxing authority.

(c) Taxes on Leasehold Improvements. Tenant shall render to the applicable taxing authority for assessment as personal property all leasehold improvements to the Premises and shall provide any information relating to such leasehold improvements requested by such authority. Tenant shall pay all taxes levied or assessed by reason of such leasehold improvements, prior to the time such taxes become delinquent. In the event any leasehold improvements shall be deemed to be real estate, Tenant shall reimburse Landlord on demand the amount of any taxes levied as against Landlord's property by reason thereof.

(d) Other Taxes. Any excise, transaction, sales or privilege tax (except income tax) now or hereafter levied or imposed upon Landlord by any government or governmental agency on account of, attributed to or measured by rent or other charges or prorations payable under this Lease shall be paid by Tenant to Landlord, upon demand, along with the rent and other sums payable under this Lease.

ARTICLE 10 - REPAIR AND MAINTENANCE OF PREMISES

(a) Landlord's Repairs. Landlord shall keep the foundation, exterior walls (except plate glass; windows; doors; door closure devices; window and door frames, molding, locks and hardware; and interior painting or other interior treatment of exterior walls) and roof of the Premises in good repair, except that Landlord shall not be required to make any repairs occasioned by the act or negligence of Tenant, its employees, subtenants, licensees, and concessionaires. In the event that the Premises should become in need of repairs required to be made by Landlord hereunder, Tenant shall give immediate written notice thereof to Landlord, and Landlord shall not be responsible in any way for failure to make any such repairs until a reasonable time shall have elapsed after delivery of such written notice. In the event any repairs are required to be made by Landlord, Tenant shall, at Tenant's sole cost and expense, promptly remove Tenant's fixtures, equipment, inventory and other property to the extent required to enable Landlord to make such repairs. Landlord will repair all HVAC equipment on roof during the first year of the lease. Landlord will replace HVAC roof unit during lease term as needed.

(b) Tenant's Repairs. Tenant shall keep the Premises in good, clean condition and shall, at

Tenant's sole cost and expense, make all needed repairs and replacements, including, but not limited to, repair and replacement of the heating and air conditioning unit serving the Premises and replacement of cracked or broken glass, and repair, replacement and alterations required by any governmental authority, excepting only repairs and replacements required to be made by Landlord under paragraph (a) of this Article or under Article 11. Tenant shall also make all necessary repairs and replacements of its fixtures required by the proper conduct of its business. If any repairs required to be made by Tenant hereunder are not made within 10 days after written notice delivered to Tenant by Landlord, Landlord may at its option make such repairs without liability to Tenant for any loss or damage which may result to its stock or business by reason of such repairs, and Tenant shall pay to Landlord upon demand as additional rental hereunder the cost of such repairs plus interest at the rate of 10% per annum from the date of payment by Landlord until repair by Tenant. At the expiration of this Lease, Tenant shall surrender the Premises in good condition, reasonable wear and tear and loss by fire, or other casualty covered by Landlord's insurance excepted.

ARTICLE 11 - DAMAGE TO PREMISES

In the event (1) the Premises are damaged by fire, explosion or other casualty insured under Landlord's fire and extended coverage insurance policy (herein called an "Insured Casualty") to the extent of 25% or more of the insurable value thereof immediately preceding the casualty, (2) the building of which the Premises are a part is damaged by an Insured Casualty to the extent of 75% or more of the insurable value thereof immediately preceding the casualty or (3) the Premises are damaged by a casualty or occurrence other than an Insured Casualty, Landlord may terminate this Lease by giving Tenant written notice of termination within 30 days after the happening of the event causing the damage. In the event the damage is not sufficiently extensive to give rise to Landlord's option to terminate this Lease or Landlord does not elect to terminate this Lease, Landlord shall promptly repair and replace the roof, exterior walls (excluding store front), foundation and any other improvements furnished as a part of Landlord's Work or existing on the date the Premises were originally tendered to Tenant, to the condition existing immediately preceding such fire, explosion or other casualty. Upon completion of such repairs and replacements by Landlord, Tenant shall promptly repair or replace all portions of the Premises not repaired or replaced by Landlord and repair or replace all furniture, fixtures and equipment to the condition existing immediately preceding such fire, explosion or other casualty. All work by Tenant shall comply with the requirements and limitations contained in Exhibit B. During any period of reconstruction or repair of the Premises Tenant shall operate its business in the Premises to the extent practicable. If the casualty or the repairing or rebuilding shall render the Premises untenable in whole or in part, a proportionate abatement of the minimum annual rent (but not percentage rent) shall be allowed from the date when the damage occurred until the first to occur of (a) the date on which the Premises are again made tenantable or (b) the expiration, after Landlord completes its repairs and restoration, of a period equal to the period provided under Article 1 for the completion of Tenant's Work. The abatement shall be equal to the ratio that the number of square feet of the space rendered untenable bears to the total area of the Premises.

ARTICLE 12 - ALTERATIONS

Tenant shall not attach any fixtures or article to the Premises, or make any alteration, additions, improvement or change whatever in the Premises without the written consent of Landlord. All alterations, additions, improvements, changes and Tenant's Work shall become upon completion the property of Landlord.

ARTICLE 13 - TRADE FIXTURES

Tenant shall, at Tenant's expense, install all trade fixtures in accordance with Exhibit B. All unattached movable trade fixtures shall remain the property of Tenant.

ARTICLE 14 - LIENS

Tenant shall promptly pay for any work done or material furnished in or about the Premises and will not permit or suffer any lien to attach to the Premises and shall promptly cause any such lien or any claim therefor to be released; provided, however, that in the event Tenant contests a claim to any lien, Tenant shall indemnify Landlord and provide to Landlord a corporate surety bond in an amount equal to twice the amount of the contested lien, issued by a surety company satisfactory to Landlord. Tenant shall have no authority or power, express or implied, to create or cause any lien, charge or encumbrance of any kind against the Premises or the Shopping Center.

ARTICLE 15 - INSURANCE

(a) Casualty Insurance. Tenant agrees at all times at its expense to keep its merchandise, fixtures, equipment, leasehold improvements and other property situated within the Premises insured against fire, with extended coverage, to the extent of at least 80% of the replacement value thereof. Tenant further agrees that, at all times, when a "boiler," as that term is defined for the purposes of boiler insurance, is located within the Premises, it will carry at its expense boiler insurance with policy limits of not less than \$100,000, insuring both Landlord and Tenant against loss or liability caused by the operation or malfunction of such boiler. Such insurance shall be carried with companies satisfactory to Landlord, and shall be in form satisfactory to Landlord. Tenant shall obtain a written obligation of each insurance company to notify Landlord at least 10 days prior to cancellation of such insurance. Such policies or duly executed certificates of insurance shall be delivered to Landlord prior to the commencement of Tenant's occupancy hereunder and renewals thereof as required shall be delivered to Landlord at least 30 days prior to the expiration of the respective policy terms. The proceeds to Tenant of such insurance shall not be used, except with the consent of Landlord, for any purpose other than the repair or replacement of merchandise, fixtures, equipment, leasehold improvements and other property situated within the Premises.

(b) Liability Insurance. Tenant agrees to carry during the term hereof public liability insurance in respect of the premises written by a company satisfactory to Landlord providing coverage in the minimum amount of \$250,000 against liability for injury to or death of any one person and \$500,000 against liability arising out of any one accident or occurrence, and also \$50,000 against liability arising out of damage to property. Such insurance shall name Landlord, its agents, beneficiaries and employees as additional insured parties and shall provide that Landlord shall be given a minimum of 10 days' notice by the insurance company prior to cancellation, termination or change of such insurance.

See Addendum Article 15(c)

Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the terms thereof.

(c) Increase in Premium Charges. Tenant shall pay to Landlord as additional rent Tenant's pro rata share of the amount by which the premiums for the fire and general liability insurance, with all endorsements, policies carried by Landlord covering the Premises (whether solely or together with additional buildings or premises) exceed the amount of the premiums for such insurance payable during the Insurance Base Year specified in paragraph (r) of Article 1. Tenant's share of the increase in such insurance premiums shall bear the same proportion to the total increase that the total floor area of the Premises bears to the total floor area of all buildings covered under each policy in respect of which the premiums have increased. For the purpose of calculating Tenant's apportioned share for a fractional year, each day of Tenant's occupancy shall be regarded as one three hundred sixty-fifth of a full year's share, and Tenant shall be considered as in occupancy during the full period of the lease term falling within such fractional year.

ARTICLE 16 - WAIVER OF CLAIMS

(a) Limitation of Claims Against Landlord. Landlord and Landlord's agents and employees shall not be liable for, and Tenant waives all claims for injury to persons or damage to property sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon the Premises or in the Shopping Center, including but not limited to such claims for damage resulting from (1) any equipment or appurtenances becoming out of repair, (2) Landlord's failure to keep the Premises or other part of the Shopping Center in repair, (3) injury or damage done or occasioned by wind, water, flooding, freezing, fire, explosion, earthquake, excessive heat or cold, vandalism, riot or disorder or other casualty, (4) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, gas, water, steam pipes, stairs, railings or walks, (5) broken glass, the backing up of any sewer pipe or downspouts, the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about such building or Premises, the escape of steam or hot water, it being agreed that all of the same are under the control of Tenant, (6) water, snow or ice being upon or coming through the roof, skylight, trapdoor, stairs, walks or any other place upon or near the Premises or otherwise, (7) the falling of any fixture, plaster or stucco and (8) any act, omission or negligence of other tenants or occupants of any premises in the Shopping Center or adjoining or contiguous buildings or owners of adjacent or contiguous property.

(b) Indemnity. Tenant shall indemnify, defend and hold harmless Landlord, its agents and employees, from and against all claims, liabilities, losses, damages and expenses, including attorneys fees and court costs, for injury to or death of any person or loss of or damage to property in or upon the Premises and including the person and property of Tenant, its employees, agents, invitees, licensees or others, it being understood and agreed that all property kept, stored or maintained in or upon the Premises, shall be at the risk of Tenant.

(c) Mutual Waiver of Subrogation. Landlord, Tenant and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by fire or other casualty or hazard covered or required hereunder to be covered in whole or in part by insurance on the Premises or in connection with property on or activities conducted on the Premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof. Landlord and Tenant further agree that all fire and extended coverage insurance, boiler insurance and other insurance carried by each covering losses arising out of destruction or damage to the Premises or its contents or to other portions of the Shopping Center shall provide for a waiver of rights of subrogation against Landlord or Tenant, as the case may be, on the part of the insurance carrier.

ARTICLE 17 - CONDEMNATION

If any part of the Premises or *Landlord/Tenant* more than 30% of the Common Area shall be taken under eminent domain, or sale in lieu thereof, *Landlord* may, at *Landlord's* option, terminate this Lease as of the date when possession is taken by sending written notice of termination to Tenant. The entire compensation awarded in or by reason of any eminent domain proceedings or sale in lieu thereof shall belong to Landlord without any deduction therefrom for any present or future estate or interest of Tenant and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation together with any and all rights, estate and interest of Tenant now existing or hereafter arising in and to the same or any part thereof. Tenant shall have no claim against Landlord by reason of such taking or termination and shall not have any claim or right to any portion of the amount that may be awarded or paid to Landlord as a result of any such taking. *Handwritten: T L*

ARTICLE 18 - ASSIGNMENT AND SUBLETTING

(a) Tenant's Interest. Tenant shall not sublet the Premises in whole or in part and shall not sell, assign, mortgage, pledge or in any manner transfer this Lease or any interest therein without in each case the consent in writing of Landlord first had and obtained, nor permit any transfer of Tenant's interest created hereby or allow any lien upon Tenant's interest by operation of law, nor permit the use or occupancy of the Premises or any part thereof by anyone other than Tenant. *Handwritten: Landlord's consent to lease assignment by tenant shall not be unreasonably withheld.* *Handwritten: T L*

(b) Landlord's Interest. In the event of the transfer and assignment by Landlord of its interest in this Lease and in the building containing the Premises to a person or other entity expressly assuming the Landlord's obligations under this Lease, Landlord shall thereby be released from any further responsibility hereunder, and Tenant agrees to look solely to such successor in interest of the Landlord for performance of such obligations. Any security given by Tenant to Landlord to secure performance of Tenant's obligations hereunder may be assigned and transferred by Landlord to such successor in interest of Landlord; and, upon acknowledgment by such successor of receipt of such security and its express assumption of the obligation to account to Tenant for such security in accordance with the terms of this Lease, Landlord shall thereby be discharged of any further obligation relating thereto.

ARTICLE 19 - ACCESS TO PREMISES

Tenant agrees that Landlord, its agents, employees and servants and any other person authorized by Landlord may enter the Premises for the purpose of inspecting and making such repairs (structural or otherwise), additions, improvements, changes or alterations to the Premises or the building in which the Premises are located as may be required under this Lease or Landlord may elect, and to exhibit the same to prospective purchasers of the Shopping Center or part thereof, and to prospective tenants. Tenant grants to Landlord the right to place in and upon the Premises at such places as Landlord may determine "for

T L

rent" signs or notices, during the last 90 days of the term hereof and Tenant undertakes and agrees that neither Tenant nor any person within Tenant's control will remove or interfere with such signs or notices. Any entry into or inspection of or repairs, additions, improvements, changes or alterations to the Premises or of the building in which the Premises are located by Landlord pursuant to this Article shall not constitute eviction of Tenant in whole or in part and the rent shall not abate while such work is being done by reason of loss or interruption of business of Tenant or otherwise. In the event of any such repairs, additions, improvements, changes or alterations, Tenant shall, at Tenant's sole cost and expense, remove promptly Tenant's fixtures, equipment, inventory and other property to the extent required to enable Landlord to make such repairs, additions, improvements, changes or alterations. If Tenant or Tenant's agents or employees shall not be present to permit entry into the Premises at any time and for any reason entry therein shall be necessary or permissible under this Lease, Landlord or Landlord's agents or employees may enter the Premises by forcible entry without liability therefor and without terminating this Lease or in any manner affecting the obligations, covenants, terms or conditions herein contained, provided that Landlord shall repair any damage caused by such forcible entry. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation or liability whatsoever for care, supervision, repair, improvements, additions, change or alteration of the Premises or the building in which the Premises are located or any part thereof other than as expressly provided in this Lease. *Repairs, addition, improvement changes or alteration shall be done*

during reasonable times in reasonable fashions.
ARTICLE 20 - DEFAULT OF TENANT

(a) Event of Default. An Event of Default shall be deemed to have occurred if (1) Tenant shall fail to pay when due any installment of rent or any additional rent or any other sum payable under this Lease, and such failure shall continue for a period of 5 days, or (2) default shall be made in procuring or maintaining any policy of insurance required under this Lease to be procured and maintained by Tenant, and such default shall continue for a period of 10 days after delivery to Tenant of notice specifying such default, or (3) default shall be made in the prompt and full performance of any covenants, condition or agreement of this Lease to be kept or performed by Tenant (other than a default involving payment of money or insurance coverage) and such default or breach of performance shall continue for more than a reasonable time (in no event to exceed 30 days) after delivery of written notice to Tenant specifying such default or breach of performance, or (4) the Premises shall be vacated or abandoned or shall cease to be used for the purpose permitted under this Lease during the hours and on the days specified under Article 1, or (5) any proceeding shall be commenced to declare Tenant bankrupt or insolvent or to obtain relief under any chapter or provision of any bankruptcy or debtor relief law or act or to reduce or modify Tenant's debts or obligations or to delay or to extend the payment thereof, or any assignment of Tenant's property be made for benefit of creditors, or a receiver or trustee be appointed for Tenant or any of Tenant's property or business. Upon the occurrence of an Event of Default, Landlord may, at its option, without further notice or demand of any kind to Tenant or any other person, exercise the following described remedies (in addition to all other legal or equitable remedies):

(i) Landlord may enter the Premises, without terminating this Lease, and perform any covenant or agreement or satisfy or observe any condition creating or giving rise to a default under this Lease and Tenant agrees to pay to Landlord on demand, as additional rent, the amount expended by Landlord in performing such covenants or agreements or satisfying or observing such condition. Landlord, its agents or employees, shall have the right to enter the Premises and such entry and such performance shall not terminate this Lease or constitute an eviction of Tenant in whole or in part, nor relieve Tenant from the continued performance of all covenants, conditions and agreements of this Lease, and further agrees that Landlord shall not be liable for any claims for loss or damage to Tenant or anyone claiming through or under Tenant.

(ii) Landlord may terminate this Lease and the term created hereby in which event Landlord forthwith may re-enter and repossess the Premises and Tenant shall pay at once to Landlord as liquidated damages a sum of money equal to the rental provided in this Lease to be paid by Tenant to Landlord for the balance of the stated term of this Lease less the rental value of the Premises for such period.

(iii) Landlord may terminate Tenant's right of possession, without termination of this Lease, in which event Tenant agrees to surrender possession and vacate the Premises immediately and deliver possession thereof to Landlord and Tenant hereby grants to Landlord full and free license to enter into and upon the Premises, in whole or in part, with or without process of law and to repossess Landlord of the Premises or any part thereof and to expel or remove Tenant and any other person, firm or corporation who may be occupying or within the Premises or any part thereof and remove any and all property therefrom, using such force as may be necessary, without terminating this Lease or releasing Tenant in whole or in part from Tenant's obligation to pay rent and perform any of the covenants, conditions and agreements to be performed by Tenant as provided in this Lease, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing Landlord's right to rental or any other notice of any election made by Landlord under this Article, demand for payment of rent or for payment of rent or for possession, including any and every form of demand and notice prescribed by any statute or other law.

(b) Reletting of Premises. Upon and after entry into possession without terminating this Lease, Landlord may, but shall not be obligated, except as required by law, to relet all or any part of the Premises for such rent and upon such terms and to such persons, firm or corporation and for such period or periods as Landlord in Landlord's sole discretion shall determine. Except as otherwise required by law, Landlord shall not be obligated to accept any tenant offered by Tenant, or to observe any instruction given by Tenant about such reletting or to do any act or exercise any care or diligence with respect to such reletting or to the mitigation of damages of Tenant. For the purpose of such reletting, Landlord may decorate or make repairs, changes, alterations or additions in or to the Premises to the extent deemed by Landlord desirable or convenient. If the consideration collected by Landlord from time to time upon any such reletting for Tenant's account is not sufficient to pay the rental reserved in this Lease (including percentage rent calculated under paragraph (d) of this Article) and the cost of repairs, alterations, additions, redecorating and Landlord's other expenses, Tenant agrees to pay to Landlord the deficiency upon demand.

(c) No Waiver. The service of a notice to quit the Premises, demand for possession, notice that the tenancy hereby created will be terminated on any date, institution of an action of forcible

detainer or ejectment or entering of a judgment for possession of the Premises shall not relieve Tenant from Tenant's obligation to pay the rent hereunder during the balance of the term or any extension thereof, except as herein expressly provided. Landlord may collect and receive any rent due from Tenant and the payment thereof shall not constitute a waiver of or affect any notice or demand given, suit instituted or judgment obtained by Landlord, or be held to waive, affect, change, modify or alter the rights or remedies which Landlord may have to equity or at law or by virtue of this Lease at the time of such payment.

(d) Prepaid Rent and Security Deposit. Landlord hereby acknowledges receipt from Tenant of the sum specified in paragraph (l) of Article 1 to be applied to the first accruing installments of rent. Landlord also acknowledges the receipt of a Security Deposit in the amount specified in paragraph (m) of Article 1, to be held by Landlord without interest as security for the performance by Tenant of Tenant's covenants and obligations under this lease, it being expressly understood that the Security Deposit is not an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Upon the occurrence of any default, Landlord may, from time to time, without prejudice to any other remedy provided herein or provided by law, use such fund to the extent necessary to make good any arrears of rent and any other damage, injury, expense or liability caused to Landlord by such event of default. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not then in default hereunder, any remaining balance of such deposit shall be returned by Landlord to Tenant upon termination of this Lease.

(e) Calculation of Rent Under Lease. In determining the amount of loss or damage which Landlord may suffer by reason of termination of this Lease or the deficiency arising by reason of any reletting of the Premises by Landlord, there shall be added to the minimum rent for each full or partial lease year during (proportionately adjusted for partial lease years) the period from the date of an event of default until the end of the term of this Lease a sum equal to the average percentage rent, required to be paid hereunder by Tenant in respect of the two full lease years immediately preceding the date of such termination or reletting (or if two full lease years have not then elapsed then the period between the Commencement Date of this Lease and the date of such termination or reletting with proportionate adjustment for partial years) multiplied by the number of lease years or portions thereof falling within such period.

ARTICLE 21 - COSTS, EXPENSES, ATTORNEYS' FEES

In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant or Landlord shall employ an attorney to enforce the covenants and agreements of Tenant under this Lease, then Tenant shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation or enforcement of Tenant's covenants and agreements.

ARTICLE 22 - LANDLORD'S LIEN

In addition to any statutory landlord's lien, Landlord shall have at all times a valid security interest to secure payment of all rentals and other sums of money becoming due hereunder from Tenant, and to secure payment of any damages or loss which Landlord may suffer by reason of the breach by Tenant of any covenant, agreement or condition contained herein, upon all goods, wares, equipment, fixtures (including trade fixtures), furniture, improvements and other personal property of Tenant presently, or which may hereafter be, situated in the Premises, and all proceeds from the sale or lease thereof, and such property shall not be removed therefrom without the consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged and all the covenants, agreements and conditions hereof have been fully complied with and performed by Tenant. Upon the occurrence of an event of default by Tenant, Landlord may, in addition to any other remedies provided herein or by law, enter upon the Premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant situated in the Premises, without liability for trespass or conversion, and sell the same at private or public sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made. Unless otherwise required by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice to Tenant of a private or public sale shall be met if such notice is given in the manner prescribed in Article 25 of this Lease at least 10 days before the time of sale, Tenant agreeing that such notice affords Tenant sufficient opportunity prior to sale to obtain a hearing if desired by Tenant. Any public sale made under this Article shall be deemed to have been conducted in a commercially reasonable manner if held in the Premises or where the property is located, after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in the County in which the Premises are located, for 5 consecutive days before the date of the sale. Landlord or its assigns may purchase at a public sale and, unless prohibited by law, at a private sale. The proceeds from any disposition dealt with in this Article, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorneys' fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this Article. Any surplus shall be paid to Tenant or as otherwise required by law, Tenant shall pay any deficiencies forthwith. Upon the request by Landlord, Tenant shall execute and deliver to Landlord a financing statement in form sufficient to perfect the security interest of Landlord in the aforementioned property and proceeds thereof under the provisions of the Uniform Commercial Code in force in the State in which the Premises are located. Any statutory lien for rent is not hereby waived, the security interest herein granted being in addition and supplementary thereto. *Landlord's lien shall be subordinate to Tenant's financial lenders' lien but never to more than one financial lenders' lien*

ARTICLE 23 - SUBORDINATION

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing upon the Premises or upon all or part of the Shopping Center and to any renewal and extensions thereof; but Tenant agrees that any such mortgagee or lienholder shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee or lienholder may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority, if it so elects at any time, to subordinate this Lease to any mortgage, deed of trust or other lien hereafter placed upon the Premises or upon all or part of the Shopping Center, and Tenant agrees to execute upon demand such further instruments subordinating this Lease as Landlord may request, provided such subordination shall be upon the express condition that this Lease be recognized by the mortgagee or other lienholder, and that the rights of Tenant shall remain in full force and effect during the term of this Lease so long as Tenant shall continue to perform all of

The covenants and conditions of this Lease. Tenant hereby irrevocably constitutes Landlord its attorney in fact to execute such instrument or instruments in Tenant's name, place and stead in the event Tenant should fail to execute any such instrument or instruments promptly as requested.

ARTICLE 24 - SURRENDER OF PREMISES

Upon expiration or termination of this Lease, either by lapse of time or otherwise, Tenant shall peaceably surrender to Landlord the Premises, including the alterations, additions, improvements, changes and fixtures, other than Tenant's unattached movable trade fixtures, in broom-clean condition and in good repair, except for acts of God and ordinary use and wear and damage by fire. Tenant agrees at Landlord's request to remove Tenant's trade fixtures (other than unattached movable trade fixtures) upon any such expiration or termination and to repair all damage to the Premises caused by such removal.

ARTICLE 25 - MERCHANTS ASSOCIATION

Tenant agrees to join and maintain membership in Merchants Association organized or to be organized for the benefit of the Shopping Center and pay annually as dues a sum equal to the amount specified in paragraph (s) of Article 1, which dues are to be used for advertisement and promotion of the entire Shopping Center. Such dues are to be paid in equal monthly installments on the first day of each calendar month during the term of this Lease. Tenant further agrees to pay any special assessment or other charges or dues which may be levied by the Merchants Association. Tenant agrees to participate in any joint planning, promotion or advertising which the Merchants Association may deem to be for the best interests of the Shopping Center.

ARTICLE 26 - NOTICES

Notices and demands required or permitted to be given hereunder may be given by personal delivery to either party or any officer of the party to be notified, or may be sent by certified mail, return receipt requested, addressed, postage prepaid, if to Landlord, to it at the address at which the last rental payment was made or required to be made, and if to Tenant, addressed to Tenant at the Premises or the address specified under Article 1 or to such other address as may be specified in writing to Landlord. Notices and demands sent in accordance with this Article shall be deemed to have been delivered when mailed or if made by personal delivery, then upon such delivery.

ARTICLE 27 - REMEDIES

All rights and remedies of Landlord herein created or reserved or otherwise existing at law are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as Landlord shall deem desirable.

ARTICLE 28 - REPRESENTATIONS

~~It is understood and agreed by Tenant that Landlord and Landlord's agent have made no representations or promises with respect to the Premises or the making or entry into this Lease except as in this Lease expressly set forth and that no claim or liability, or cause for termination shall be asserted by Tenant against Landlord for, and Landlord shall not be liable by reason of breach of any representations or promises not expressly stated in this Lease. Tenant represents and warrants that Tenant has not dealt with any real estate agent or broker in connection with this Lease other than Landlord's agent. It is agreed that Tenant is being represented by Gary W. Ascher, Broker with Accent Real Estate Company, LTD.~~ T | L

ARTICLE 29 - WAIVER

The failure of Landlord to insist upon strict performance by Tenant of any of the covenants, conditions and agreements of this Lease shall not be deemed a waiver of any of Landlord's rights or remedies and shall not be deemed a waiver of any subsequent breach or default by Tenant in any of the covenants, conditions and agreements of this Lease. No surrender of the Premises shall be effected by Landlord's acceptance of rent or by any other means whatsoever unless the same be evidenced by Landlord's written acceptance of such as a surrender.

ARTICLE 30 - HOLDING OVER

In the event Tenant remains in possession of the Premises after the expiration or termination of this Lease without the execution of a new lease, Tenant shall be deemed to be occupying the Premises as a tenant from month to month and pay rent equal to double the amount of rent specified in Article 4. This Article shall not constitute a waiver of Landlord's right of re-entry or any other right hereunder.

ARTICLE 31 - MISCELLANEOUS

(a) Interest. In the event Tenant fails to pay or reimburse to Landlord any sum of money payable under this Lease, Tenant shall be obligated to pay to Landlord, as additional rent, interest on such sum equal to the lesser of 10% per annum or the highest lawful interest rate which may be charged to Tenant under the laws of the State in which the Premises are located.

(b) Time is of the Essence. The time of the performance of all of the covenants, conditions and agreements of this Lease is of the essence of this agreement. Nothing herein shall be construed so as to constitute a joint venture or partnership between Landlord and Tenant, it being agreed that the percentage basis for payment of rental hereunder is only for determining the amount of rent to be paid.

(c) Waiver or Consent. One or more waivers of any covenants, term or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

(d) Force Majeure. Whenever a period of time is herein prescribed for action to be taken by

Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations, or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of Landlord. At any time when there is outstanding a mortgage, deed of trust or similar security instrument covering Landlord's interest in the Premises, Tenant may not exercise any remedies for default by Landlord hereunder unless and until the holder of the indebtedness secured by such mortgage, deed of trust or similar security instrument shall have received written notice of such default and a reasonable time for curing such default shall thereafter have elapsed.

(e) Quiet Enjoyment. Landlord hereby covenants and agrees that if Tenant shall perform all of the covenants and agreements herein required to be performed on the part of Tenant, Tenant shall, subject to the terms of this Lease, at all times during the continuance of this Lease have the peaceable and quiet enjoyment and possession of the Premises.

(f) Entire Agreement and Amendments. This Lease and the Exhibits hereto contain the entire agreement between the parties, and no agreement shall be effective to change, modify or terminate this Lease in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought.

(g) Interpretation. The necessary grammatical changes required to make the provision of this Lease apply to the plural sense where there is more than one tenant and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. The laws of the State in which the Shopping Center is located shall govern the validity, performance and enforcement of this Lease. The submission of this Lease for examination does not constitute an offer to lease, or a reservation of or option for the Premises, and this Lease becomes effective only upon execution and delivery thereof by Landlord and Tenant. The captions used herein are for convenience only and do not define, limit, describe or construe the terms of this Lease.

(h) Severability. No provision of this Lease shall be construed or interpreted in any manner which would render such provision invalid. If any provision of this Lease is held to be invalid, such invalid provision shall be deemed to be severable from and shall not affect the validity of the remainder of this Lease.

(i) Acknowledgments of Lease. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to the Landlord a statement in recordable form setting forth the Commencement Date and certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified) and further stating the date to which rent and other charges payable under this Lease have been paid.

(j) Terms Binding. All covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure to the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Lease Agreement on the day and year first above written.

LANDLORD:

ATTEST:

By _____

TENANT:

ATTEST:

By _____

CERTIFICATE (If Tenant is a Corporation)

I, _____, Secretary of _____,
Tenant, hereby certify that the officers executing the foregoing Lease on behalf of _____
_____ were duly authorized to act in their capacities as _____
and _____ and their actions are the action of _____
Tenant.

Secretary

(Corporate Seal)

ADDENDUM TO LEASE

Rapala Mail Order, Inc., Landlord and ~~The Liquor Barrel~~ Crystal Liquor Barrel

ARTICLE 9 - REAL ESTATE TAXES & ASSESSMENTS

a) Taxes on Shopping Center- Tenant shall pay as additional rent, its proportionate share of the general Real Estate Taxes and Assessments against the land and buildings comprising the shopping center. Tenant's proportionate share of the Taxes and Assessments shall be equal to the same proportion that the number of square feet of rentable area in the premises bears to the total number of square feet of rentable area in all the buildings comprising the shopping center, on the first day of each year. Tenant shall pay an initial monthly Real Estate Tax Assessment charge of \$ 265.00. On or before January 1, each year, the Landlord shall furnish Tenant with a statement showing the actual Real Estate and Assessments for the previous year, together with an invoice for additional Tax and Assessments due, or a check reimbursing Tenant for an overpayment of Taxes and Assessments, as the case may be. Tenant's initial monthly Real Estate Tax and Assessment charge shall be adjusted each January 1st to equal 1/12 of Tenant's share of previous years Real Estate Taxes and Assessments.

ARTICLE 15(C) TENANT SHARE OF INSURANCE PREMIUMS- Tenant shall pay as additional rent, its proportionate share of the annual premiums for the fire and general liability insurance, carried by the Landlord covering the Shopping Center. Tenant's proportionate share of such insurance premium shall be equal to the same proportion that the number of square feet of rentable area in the premises bears to the total number of square feet of rentable area in all the buildings comprising the Shopping Center. Tenant shall pay an Initial Monthly Insurance charge of \$ 15.00. On or before January 1st of each year, the Landlord shall furnish Tenant with an invoice for additional insurance charges, or a check reimbursing Tenant for overpayment of Insurance charges as the case may be. Tenants Initial Monthly Insurance Charges shall be adjusted each January 1st, to equal 1/12 of Tenants share of the previous years insurance premium.

ADDENDUM #2 TO LEASE

ARTICLE 1 - OPTION PERIODS

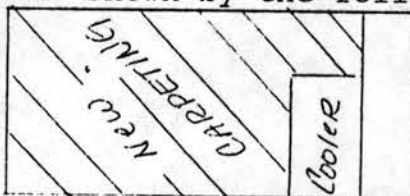
Tenant shall have the option to lease the subject premises in accordance with the following terms and conditions:

<u>Options</u>	<u>Term</u>	<u>Beginning</u>	<u>End</u>	<u>Minimum Annual Rent</u>	<u>Monthly Rent</u>	<u>Percentage (2%) in Excess of</u>
1st	3 yrs	1/1/91	12/31/93	\$ 8,100	\$675	\$405,000
2nd	5 yrs	1/1/94	12/31/98	\$ 9,300	\$775	\$465,000
3rd	5 yrs	1/1/99	12/31/2003	\$ 9,900	\$825	\$495,000
4th	5 yrs	1/1/2004	12/31/2008	\$10,800	\$900	\$540,000

ARTICLE 2 - CONTINGENCIES

This lease shall be subject to the following contingencies to be satisfied no later than noon, December 15, 1988:

- (a) The procurement of an off sale liquor license by tenant.
- (b) The approval of the tenant's personal financial statement by landlord.
- (c) The acquisition of the existing equipment in the subject space by the tenant.
- (d) Landlord agrees to install new carpeting in subject space in the areas as shown by the following drawing:



- (e) Landlord agrees to paint interior wall surfaces in the sales area with a decorative stripe (to be approved by tenant).
- (f) Tenant agrees to pay all utility bills for the subject space commencing on the day that the liquor store opens for business or the lease commencement date, whichever occurs sooner.
- (g) Landlord's approval and acceptance of commission agreement with Ac'cent Real Estate Company, Ltd.

AGREED AND ACCEPTED:

RAPALA MAIL ORDER, INC.

Lamplighter

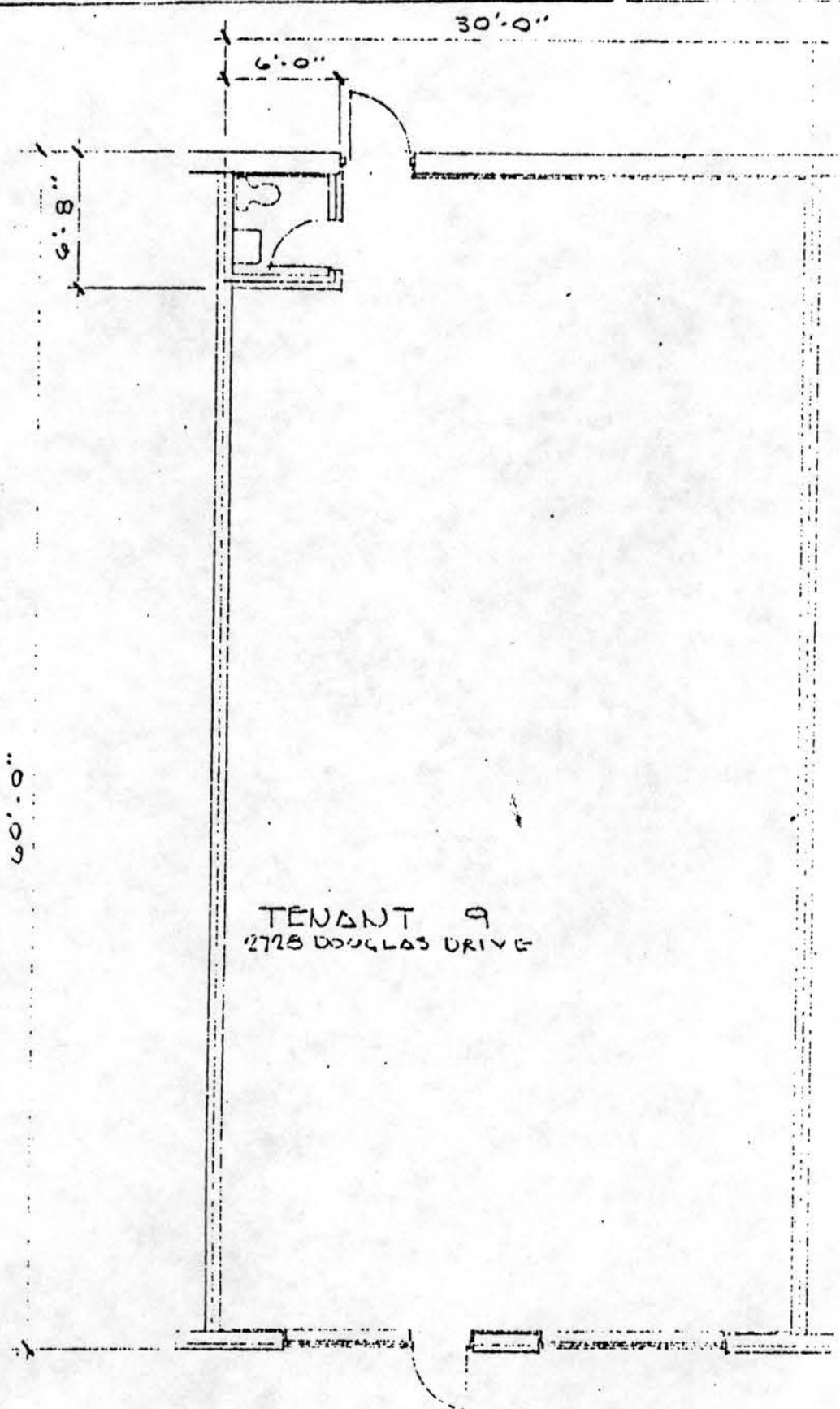
LIQUOR BARREL, Inc.

Melvin Henry - Pres.

11-11-88

Date

Date



TENANT 9
2728 DOUGLAS DRIVE

EXHIBIT B
SCALE $\frac{1}{8}" = 1'-0"$

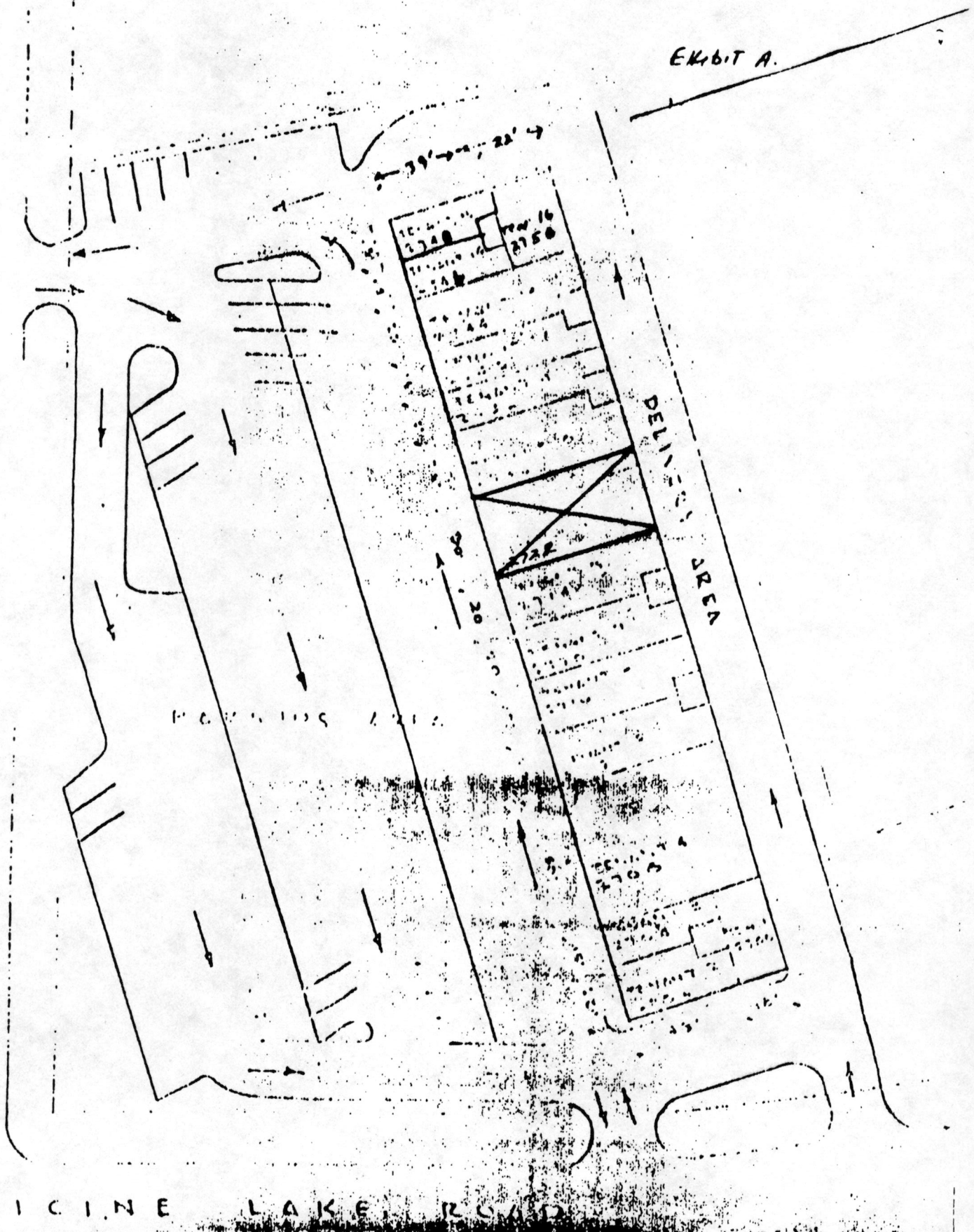
EXHIBIT A.

DRIVE

DOUGLAS

DELIVER GREEN

MEDICINE LAKE ROAD



ARTICLES OF INCORPORATION
OF
LAMPLIGHTER LIQUOR BARREL, INC.

I, the undersigned incorporator, of full age, for the purpose of forming a corporation under and pursuant to the provisions of Chapter 301, Minnesota Statutes, known as the Minnesota Business Corporation Act, and the laws amendatory thereof, and supplementary thereto, do hereby associate myself as a body corporate and do hereby adopt the following Articles of Incorporation:

ARTICLE I

The name of the corporation shall be Lamplighter Liquor Barrel, Inc.

ARTICLE II

The corporation shall have general business purposes.

ARTICLE III

The period of duration of this corporation shall be perpetual.

ARTICLE IV

The location and post office address of the registered office of this corporation in Minnesota is 10208 Nesbitt Ave. So., Bloomington, Minnesota,

ARTICLE V

The total authorized number of shares which the corporation shall have authority to issue is Five Thousand (5,000) common shares, each share having a par value of Ten Dollars (\$10.00) amounting in the aggregate to Fifty Thousand Dollars (\$50,000.00). No shareholder of this corporation shall have any preemptive rights to subscribe for, purchase, or acquire any shares of any class of capital stock of this corporation, whether unissued or treasury shares or whether now or hereafter authorized, or any obligations or other securities convertible into or exchangeable for such shares. The Board of Directors shall have authority to accept and reject subscriptions for and to allot shares. Voting by shareholders shall not be cumulative.

ARTICLE VI

The minimum amount of stated capital with which the corporation shall begin business shall be One Thousand Dollars (\$1,000.00).

ARTICLE VII

The name and post office address of the incorporator is as follows:

Melvyn D. Henry
10208 Nesbitt Ave. So.
Bloomington, Minnesota 55437

ARTICLE VIII

The name and post office address of the first directors are as follows:

Melvyn D. Henry
10208 Nesbitt Ave. So.
Bloomington, Minnesota 55437

Cynthia S. Henry
10208 Nesbitt Ave. So.
Bloomington, Minnesota 55437

The term of office of the Directors shall be for one year, or until their successors have been elected at the first annual shareholders' meeting.

ARTICLE IX

The Board of Directors may from time to time by vote of a majority of its members, make, alter, amend or rescind all or any of the By-Laws of this corporation subject to the power of the shareholders to change or repeal such By-Laws. In furtherance, but not in limitation, of the powers conferred by statute, the Board of Directors of this corporation shall have authority:

(a) To issue the shares of the corporation to the full amount or number of shares authorized, in such portions and for such considerations as from time to time may be determined by the Board.

(b) To fix the terms and conditions of rights to convert any of its securities into shares of any class or classes and of options to purchase or subscribe for shares of any class or classes.

(c) To authorize the issuance of such conversion rights or options.

ARTICLE X

The holders of the majority of the outstanding shares of this corporation shall have authority and power:

- (a) To authorize the Board of Directors to sell, lease, exchange or otherwise dispose of all or substantially all of the corporation's property and assets, including its goodwill, on such terms and conditions and for such consideration which may be money, shares, bonds or other instruments for the payment of money, or other property as its Board of Directors deems expedient.
- (b) To adopt amendments to the Articles of Incorporation.
- (c) To authorize the Board of Directors to adopt or reject a plan of consolidation, merger or liquidation.

ARTICLE XI

The corporation shall have all the powers granted or available under the laws of the State of Minnesota and laws amendatory and supplementary thereto, including but not limited to the following specific powers:

- (a) To enter into one or more partnership agreements or one or more joint venture agreements with any other person, firm or corporation;
- (b) To become surety for or guarantee the carrying out and performance of any contract, lease or obligation of any kind or any person, firm or corporation in connection with the carrying on of any business which in the judgment of the Board of Directors of this corporation will be of benefit to this corporation; and

(c) To acquire, hold, pledge, mortgage, hypothecate, sell or otherwise dispose of the shares, bonds, securities and other evidences of indebtedness of any person or of any domestic or foreign corporation, including those of this corporation.

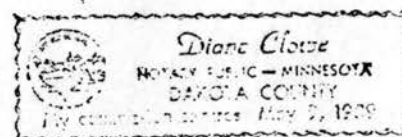
IN WITNESS WHEREOF, I have hereunto set my hand this 17 day of Novemb, 1988

Melvyn D. Henry
Melvyn D. Henry

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 17th day of NOVEMBER, 1988, before me, a Notary Public within and for said County, personally appeared Melvyn D. Henry to me known to be the person named as incorporator and who executed the foregoing Articles of Incorporation, and he acknowledged that the facts stated therein are true and that he executed the same as his free act and deed for the uses and purposes therein expressed.

Diane Clouse
Notary Public



BY-LAWS
OF
LAMPLIGHTER LIQUOR BARREL, INC.

ARTICLE I

Offices, Corporate Seal

Section 1. The registered office of the corporation in Minnesota shall be 10208 Nesbitt Ave. So. , Bloomington, Minnesota, 55437. The corporation may also have offices at such other places as the Board of Directors shall from time to time determine.

Section 2. The corporation shall have no corporate seal.

ARTICLE II

Shareholders

Section 1. An annual meeting of the shareholders of the corporation entitled to vote for the election of directors shall be held at its registered office in the City of Bloomington or at any other place within or without the State of Minnesota designated by the Board of Directors or by written consent of all shareholders entitled to vote thereon, on the ~~third~~ Monday in March in each year, commencing with calendar year 1989 at 10:00 o'clock in the forenoon at which time the shareholders voting as prescribed in the Articles of Incorporation shall elect a Board of Directors and shall transact such other business as shall properly come before them; provided, however, that no business with respect to which special notice is required

by law shall be transacted unless such notice shall have been given.

Section 2. Special meetings of the shareholders may be called for any purpose at any time by the President, the Board of Directors, upon request in writing by any two directors, or by the owners of one-fourth (1/4) of the voting shares. Upon request in writing by registered mail or delivered in person to the President, Vice President or Secretary by any person or persons entitled to call a meeting of the shareholders, it shall be the duty of such officer forthwith to cause to be given to the shareholders entitled to vote thereat notice of a meeting to be held at such time, not less than seven (7) or more than thirty (30) days after receipt of such request, as such officer may fix. Written notice of such meeting, whether annual or special, shall be mailed at least five (5) days prior to the meeting to all shareholders entitled to vote thereat, in such manner as the President may from time to time direct, stating the time and place and, in the case of a special meeting, the purpose thereof.

Section 3. Except as may otherwise be provided by the Board of Directors from time to time, only shareholders owning shares shown upon the records of the corporation at the close of business on a date ten (10) days prior to the date of the annual or special meeting shall be entitled to vote thereat. A shareholder may cast his vote in person or through proxy. The appointment of a proxy shall be in writing filed with the Secretary at or before the meeting.

Section 4. The holders of the majority of outstanding shares, represented either in person or by proxy, shall constitute a quorum for the transaction of business. In case a quorum be not present at the annual meeting, those present may adjourn to a day as they shall agree upon. A notice of such adjournment shall be mailed to each shareholder entitled to vote, at least five (5) days before such adjourned meeting, but if a quorum be present, they may adjourn from day to day as they see fit and no notice need be given.

Section 5. Notice of the time, place and purpose of any meeting of the shareholders may be waived in writing by any shareholder; such waiver may be given before or after the meeting and shall be filed with the Secretary or entered upon the records of the meeting.

Section 6. Any action which may be taken at a meeting of the shareholders may be taken without a meeting, if authorized in writing by all of the holders of shares who would be entitled to notice of a meeting for such purpose. Such action shall be effective on the date on which the last signature is placed thereon or on such earlier date as set forth therein. If such action requires that a certificate be filed in the office of the Secretary of State, the certificate shall state that such action was taken in the aforesaid manner as provided by M.S.A. §301.26(11), or any amendments thereto.

ARTICLE III

Directors

Section 1. The business and property of the corporation

shall be managed by a Board of not less than three (3) nor more than seven (7) directors, except that if at any time all of the capital stock of the corporation is owned beneficially and of record by either one or two shareholders, the number of directors may be less than three (3) but not less than the number of shareholders. The term of each director shall continue until the next annual meeting of the corporation or until his successor is elected and qualified. Directors need not be shareholders of the corporation.

Section 2. The directors shall meet annually immediately after the election of directors, as or as soon thereafter as is practicable, at the registered office of the corporation, or at such other time and place as may be fixed by the written consent of all directors.

Section 3. Regular meetings of the Board of Directors shall be held from time to time at such time and place as may be fixed by resolution adopted by a majority of the whole Board of Directors. No notice need be given of any regular meeting; provided, however, that all members of the Board of Directors are given notice of such resolution.

Section 4. Special meetings of the Board of Directors may be held at such time and place as may from time to time be designated in the notice or waiver of notice of the meeting. Special meetings of the Board of Directors may be called by the President or by any two directors. Notice of such special meetings shall be given by the Secretary who shall give at least twenty-four

(24) hours' notice thereof to each director by mail, telegraph, telephone or in person.

Section 5. Directors shall receive such compensation for serving as a director as the directors by majority vote may from time to time determine and a director may also serve the corporation as a salaried officer.

Section 6. A majority of the Board of Directors shall be necessary to constitute a quorum for the transaction of business. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board.

Section 7. Vacancies in the Board of Directors shall be filled by vote of the remaining members of the Board, though less than a quorum. Newly created directorships resulting from an increase in the authorized number of directors through action taken by the Board of Directors may be filled by a two-thirds (2/3) vote of the directors serving immediately prior to such increase. Each person so elected shall continue in office until his successor is elected and qualified at the next annual meeting of shareholders or at any special meeting thereof duly called for such purpose.

Section 8. A director present at a meeting of the Board of Directors shall be presumed to have assented to the action taken thereat, unless his dissent thereto shall be entered upon the record of the meeting, or unless he shall file his written objection thereto with the Secretary of the meeting prior to adjournment thereof, or shall forward such dissent by registered

mail to the Secretary of the corporation immediately following adjournment thereof. Such right to dissent shall not apply to a director voting in favor of such action.

Section 9. Any action that may be taken by the Board of Directors at a meeting may be taken without a meeting, if a consent in writing, setting forth the actions so taken, shall be signed by all of the directors. Such action shall be effective on the date on which the last signature is placed thereon or on such earlier effective date as set forth therein.

Section 10. In furtherance, but not in limitation of the powers conferred by the laws of the State of Minnesota, the Board of Directors is expressly authorized: without the assent or vote of the shareholders, to authorize and issue obligations of the corporation, secured or unsecured, to include therein such provisions as to redeemability, convertibility, or otherwise, as such Board of Directors, in its discretion, may determine, and to authorize the mortgaging or pledging, as security therefor, of any property of the corporation, real or personal, including after-acquired property.

ARTICLE IV

Committees

The directors may, by resolution of the entire Board, designate two or more of their number to constitute an executive committee, which, to the extent provided in such resolution, shall have and exercise the authority of the Board in the management of the business of the corporation. Such executive

committee shall act only in the interval between meetings of the Board and shall be subject at all times to the control and direction of the Board.

ARTICLE V

Officers

Section 1. The officers of the corporation shall consist of a President, a Vice President, a Secretary and a Treasurer, and such other officers and agents as may from time to time be chosen. Any two offices, except President and Vice President, may be held by the same person.

Section 2. At the annual meeting of the Board of Directors the Board shall from within or without their number elect a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be deemed advisable. Such officers shall hold office until the next annual meeting or until their respective successors are elected and qualified; provided, however, that any officer may be removed with or without cause by the affirmative vote of a majority of the entire Board of Directors.

Section 3. The President shall preside at all meetings of the shareholders and directors, shall be the principal executive officer of the corporation, shall be responsible for carrying out the directions of the Board of Directors, and, in general, the supervision and control of all the business and affairs of the corporation.

Section 4. Each Vice President shall have such powers and shall perform such duties as may be prescribed by the Board of

Directors. In the event of the absence or disability of the President, the Vice Presidents shall succeed to his powers and duties in the order in which they are elected or as designated by the Board of Directors.

Section 5. The Secretary shall be secretary of and shall attend all meetings of the shareholders and Board of Directors. He shall act as clerk thereof and shall record all the proceedings of such meetings in the minute book of the corporation. He shall give proper notice of meetings of shareholders and directors. He shall, with the President or any Vice President, sign all certificates for shares of the corporation, and shall perform such other duties as may be prescribed from time to time by the Board of Directors.

Section 6. The Treasurer shall keep accurate accounts of all moneys of the corporation received or disbursed. He shall deposit all money, drafts and checks in the name of and to the credit of the corporation in such banks and depositories as a majority of the whole Board of Directors shall designate from time to time. He shall have the power to endorse for deposit all notes, checks, and drafts received by the corporation. He shall disburse the funds of the corporation as ordered by the Board of Directors, taking proper vouchers thereof. He shall render to the President and directors, whenever required, an account of all his transactions as Treasurer and of the financial condition of the corporation and shall perform such duties as may be prescribed by the Board of Directors from time to time.

Section 7. If there be a vacancy within the officers of the corporation by reason of death, resignation or otherwise, such vacancy shall be filled for the unexpired term by the Board of Directors.

Section 8. Salaries of all officers of the corporation shall be fixed by the Board of Directors.

ARTICLE VI

Amendments of the By-Laws

These By-Laws may be amended or altered by the vote of a majority of the whole Board of Directors at any meeting, provided that notice of such proposed amendment shall have been given in the notice to Directors of such meeting. Such authority in the Board of Directors is subject to the power of the shareholders to change or repeal such By-Laws by a majority vote of the shareholders present and represented at any annual meeting or at any special meeting called for such purpose, and the Board of Directors shall not make or alter any By-Law fixing their number, qualification, or term of office, except a By-Law increasing their number.

ARTICLE VII

Indemnification of Directors and Officers

Each director, officer, agent or employee, whether or not then in office, shall be indemnified by the corporation, in accordance with the provisions of Minnesota Laws 1969, Chap. 983 and any amendments thereto, against all costs and expenses reasonably incurred by or imposed upon him in connection

with or arising out of any threatened or real action, suit or proceeding whether civil, criminal, administrative or investigative, in which he may be involved by reason of his being or having been a director, officer, agent or employee of the corporation, such expenses to include the cost of reasonable settlement (other than amounts paid to the corporation itself) made with a view to curtailment of costs of litigation. The corporation shall not, however, indemnify any director, officer, agent or employee with respect to matters as to which he shall be finally adjudged in any such action, suit or proceeding to have been derelict in the performance of his duty as such director, officer, agent or employee nor in respect of any matter on which any settlement or compromise is effected, if the total expense, including the cost of such settlement, shall substantially exceed the expense which might reasonably be incurred by such director, officer, agent or employee in conducting such litigation to a final conclusion. The corporation shall not pay indemnification hereunder without prior court approval in the event the same be required by the Minnesota Business Corporation Act. The foregoing right of indemnification shall not be exclusive of other rights to which any director, officer, agent or employee may be entitled as a matter of law or under any By-Law, agreement, vote of the shareholders or otherwise and shall not be deemed a limitation upon the powers granted to corporations generally by said Minnesota Business Corporation Act. With respect to a person who is or was serving as a director,

officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, the indemnification provided for herein shall apply only to the extent such person is not indemnified by such other corporation, partnership, joint venture, trust or other enterprise.

ARTICLE VIII

Sale and Transfer of Shares

Section 1. All certificates of stock of the corporation shall be properly signed as hereinbefore provided. The shares authorized but unissued shall be held by the corporation subject to disposal of the Board of Directors and shall neither vote nor participate in dividends.

Section 2. Each certificate shall be numbered and registered as it is issued.

Section 3. If a certificate be lost or destroyed, another may be issued in its stead upon proof of such loss or destruction and upon giving such security as is deemed necessary by the Board of Directors to indemnify the corporation against loss therefrom.

Section 4. Common shares shall initially be issued and sold at par value of \$10.00 per share.

Section 5. The transfer of any shares of stock of this corporation is restricted as follows: In the event any shareholder desires to sell or transfer all or part of his stock he shall serve notice upon the corporation by registered mail, return receipt requested, showing that he has a bona fide offer for the sale of such of his stock stating the number of shares to be sold,

the name and address of the person or party desiring to purchase same and the sales price and terms of payment of such sale; said notice shall also contain an offer to sell such stock to the corporation upon the identical terms and conditions as set forth in the aforesaid bona fide offer of sale. For a period of thirty (30) days after the mailing of such notice the corporation shall have the option to redeem the stock so offered. If the corporation fails to exercise such option the remaining shareholders shall have the option to purchase such stock in proportionate amounts within thirty (30) days from and after the termination of the corporation's option to redeem. Should any remaining shareholder fail to purchase his full proportionate share, the other remaining shareholders may purchase the balance in proportionate amounts. In the event that neither the corporation nor the remaining shareholders, or any of them, shall fully exercise the aforesaid options to redeem or purchase, as the case may be, the offering shareholder shall be free to dispose of the shares of stock so offered to the person or party named in the aforesaid bona fide offer of purchase at the price and upon the terms and conditions set forth in said offer. The fact of the foregoing restriction on the sale or transfer of the shares shall be set forth on each certificate of stock issued by the corporation and no certificate of stock without such statement or restriction shall be valid.

ARTICLE IX

Dividends and Finance

Section 1. The Board of Directors shall have authority

to declare dividends to the extent provided by law. Before or after paying any dividend, the directors may set apart out of any funds of the corporation available for dividends any reserve or reserves for any proper purpose and may alter or abolish any reserve or reserves so established.

Section 2. The funds of this corporation shall be deposited in any banking company that the Board of Directors determines. All checks, drafts or order for the payment of money shall be signed by one of the officers authorized to do so by the Board of Directors from time to time.

Receipt # 43343
11-23-88

The information solicited herein pursuant to authority granted by law is necessary to complete the background and financial investigation of the applicant for a liquor license. In order that the Crystal Police Department will have adequate information to complete the investigation, it is necessary that the applicant complete all the forms in their entirety. The information solicited and the results of the investigation that follows will be used to determine whether or not the application will be denied or approved. You should be aware that willfully making a false statement or concealing a material fact in your application and required forms, may be the basis for a denial of your application.

PERSONAL STATEMENT

ICE: Application must be typewritten or clearly printed in ink. All questions must be answered, if applicable. If not, indicate NA (not applicable). Applications which are not complete and legible will not be considered. If space provided is not sufficient for complete answers, or you wish to furnish additional information, attach sheets of the same size as this application and number answers to correspond with questions.

1. PERSONAL HISTORY

Give name in full (Last, first, middle)

Henry Melvyn Dale

List all other names you have used including nicknames; if female, furnish maiden name. If you have ever legally changed your name, give date, place and court.

Birth date (Month, day, year)

Dec. 11, 1942

Place of birth

St. Joseph, Mo.

Are you a U.S. citizen? ☒ Yes () No

Naturalized? () Yes () No

Derivative? () Yes () No

Naturalization NA

Place

Date

Court

Explain Derivative Citizenship NA



Partially Scanned Material

The remainder of this page/item has not been digitized due to privacy considerations. The original can be viewed at the Minnesota Historical Society's Gale Family Library in Saint Paul, Minnesota. For more information, visit www.mnhs.org/library/.

TO WHOM IT MAY CONCERN:

This will authorize any and all credit bureaus, credit rating organizations, banks, banking institutions, or any commercial establishment or store which has information relating to the credit rating or standing of the undersigned, to make the same available in its entirety to the Police Department of the City of Crystal, and supplying the said Police Department with such information as they may require.

I have in the past used the names of- _____

The signature of my spouse appended hereto gives the same consent as above.

Melwyn D. Henry
(Signature)

Date: 11-15-88

Cynthia S. Henry
(Spouse's Signature)

10208 Nesbitt
(Address)

Bloomington, Ma. 55437

WITNESSES:

[Signature]

M. J. Curran

CITY OF CRYSTAL

APPLICATION FOR APPOINTMENT TO THE

PLANNING

COMMISSION

Name Steven C. Leppa Address 4816 Quail Ave. No., Crystal, MN 55429
Zip # 55429

Phone (home) 533-8829 (Office) 588-6658

Resident of Crystal Since (year) 1980

Occupation Electrical Contractor Employer Metro Electric Construction Co., Inc.

Education: (please indicate highest grade completed or highest degree and major course of study) Graduate of Robbinsdale H.S. - 3 years U. of Minn, Electrical Engineering

Civic and other activities: (please list past and present civic activities and organizational memberships, particularly those which may be relevant to the appointment you are seeking) 4½ years previous member Crystal Planning Commission;

3 years Ward 3 Councilmember; Crystal liason to Joint Water Commission; member

Recycling Subcommittee; former member of Long-range Planning Commission; liason to

Parks and Recreation Advisory Commission.

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

After over eight years of serving the City of Crystal, both as an appointed and elected official, I find it difficult to end my involvement at this time. I feel that with my background in Crystal civic affairs and also engineering and construction, I can provide meaningful input to the commission and continue to serve our city in another capacity.

Steven C. Leppa

Date Submitted: December 14, 19 88.

(Return to: City Manager, 4141 Douglas Drive North, Crystal, Minnesota 55422)

**POST
PUBLICATIONS**

8801 BASS LAKE ROAD
MINNEAPOLIS, MINN. 55428

612-537-8484

December 1, 1988

Dear Legal Advertiser:

Effective January 1, 1989, we are increasing our legal advertising rates. Increases in production and delivery costs make this adjustment necessary to continue the service and quality product you expect from Post Publications.

The new rate structure will be as follows:

1 column width

\$.45 per line - first insertion

\$.245 per line - subsequent insertions

2 column width

\$.97 per line - first insertion

\$.53 per line - subsequent insertions

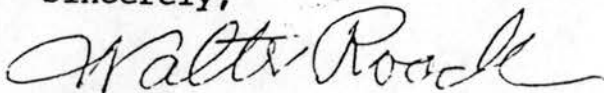
We will continue to provide, at no charge, two notarized affidavits on each of your publications. Additional affidavits, on request, will be furnished at \$2.00 each. Also, we will be using new affidavits beginning the first of the year.

All publications should reach this office by 2:00 p.m. on Friday, preceding our Thursday publications. However, we would appreciate receiving any large quantities of legals or any lengthy legals at an earlier time.

In order to expedite our services to you, it is requested that you direct your publications to the attention of Audrey Broda, Legals Department, 8801 Bass Lake Road, New Hope, MN 55428.

We are pleased to serve you and we thank you on behalf of all of our readers.

Sincerely,



Walter Roach
General Manager

POST PUBLICATIONS

WR/AB



8801 BASS LAKE ROAD
MINNEAPOLIS, MINN. 55428
612-537-8484

December 1, 1987

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

Dear Mr. Dulgar:

Your designation of the North Hennepin Post to be your official newspaper for the year 1988 will be most appreciated.

One of our highly qualified reporters is always in attendance at your council meetings; therefore we are familiar with the actions that are taken by the City of Crystal.

The new rate structure for legals effective January 1, 1988 will be as follows:

1 column width
40.8¢ per line - first insertion
22.3¢ per line - subsequent insertions

2 column width
88.1¢ per line - first insertion
48.2¢ per line - subsequent insertions

We will provide, at no charge, 2 notarized affidavits on each of your publications. Additional affidavits, on request, will be furnished at \$2.00 each.

All publications should reach this office by 1:00 p.m. Monday, preceding our Thursday publications. However, we would appreciate receiving any large quantities of legals or any lengthy legals at an earlier time.

In order to expedite our services to you, it is requested that you direct your publications to the attention of Audrey Broda, Legal Department, 8801 Bass Lake Road, New Hope, MN. 55428.

We are pleased to serve you and we thank you on behalf of all of our readers.

Sincerely,

Gary L. Herault
General Manager

POST PUBLICATIONS



8801 BASS LAKE ROAD
MINNEAPOLIS, MINN. 55428
612-537-8484

December 28, 1988

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

Dear Mr. Dulgar:

We hope that you will once again designate the North Hennepin Post as your official carrier of public notices, continuing our long association with the City of Crystal.

Post Publications has met all of the requirements to qualify as a legally designated publication as defined in Minnesota Statutes. Minnesota Statute 331A.0 specifies that we charge no more for public notices than the lowest classified rate paid by commercial users for comparable space in the newspapers. Your rate structure for public notices effective January 1, 1989, will be as follows:

1 column width
\$.45 per line - first insertion
\$.245 per line - subsequent insertions

2 column width
\$.97 per line - first insertion
\$.53 per line - subsequent insertions

We will provide, at no charge, 2 notarized affidavits on each of your publications. Additional affidavits, on request, will be furnished at \$2.00 each.

All publications should reach this office by 2:00 p.m. on Friday preceding our Thursday publication. However, we would appreciate receiving any large quantities of legals or any lengthy legals at an earlier time.

In order to expedite our services to you it is requested that you direct your publications to the attention of Audrey Broda, Legal Department, 8801 Bass Lake Road, New Hope, MN 55428.

We are pleased to serve you and we thank you on behalf of all of our readers.

Sincerely,

Walter D. Roach
General Manager



Public Finance Advisors
85 East Seventh Place, Suite 100
Saint Paul, Minnesota 55101-2143
612-223-3000

December 29, 1988

Mayor Betty Herbes
Members City Council
Mr. Jerry Dular, City Manager
Mr. Miles Johnson, Finance Director
City Hall
4141 Douglas Drive
Crystal, MN 55422

RE: \$2,000,000 General Obligation Community Center Bonds

As you are aware, the 1988 Minnesota State Legislature radically revised the State property tax laws so that property taxes, beginning in 1989, will be based on the "tax capacity" of a parcel of property instead of its "assessed value". The formulas for establishing the tax capacity from the assessor's market value effectively reduce the City's total tax capacity to approximately one-eighth of the old assessed value. The law also directed that all references to "assessed value" throughout State Statutes be changed to "tax capacity".

An unintended side effect of this change in nomenclature was to dramatically reduce the debt limit and therefore amount of debt the City may have outstanding. Prior to 1989 the City's legal debt limit, for bonds subject to that limit, was 7 1/3% of the City's total assessed value. For taxes payable in 1988 that debt limit was \$10,644,340.

Due to the change in nomenclature, the City's legal debt limit is now 7 1/3% of the City's tax capacity. According to Hennepin County, the City's tax capacity for taxes payable in 1989 is \$19,128,921; 7 1/3% of that is only \$1,402,724.

We regret to inform you that until the 1989 State Legislature changes the law governing municipal debt limit, the City does not have the debt capacity to issue the full \$2,000,000 General Obligation Community Center Bonds, which is subject to this debt limit.

Indiana Office
251 North Illinois Street, Suite 1610
Indianapolis, Indiana 46204-1942
317-237-3636

Wisconsin Office
500 Elm Grove Road, Suite 101
Elm Grove, Wisconsin 53122-0037
414-792-9212

December 29, 1988
Page 2

The Legislature is expected to correct this law governing municipal debt capacity during the 1989 legislative session. We recommend the City cancel the sale of these bonds scheduled for January 17, 1989, and reschedule the sale after the law has been changed. We will monitor the progress of the law change and advise you when it goes into effect. We also encourage you to contact your local State representatives and the League of Minnesota Cities to voice your concerns that this legislation be enacted in a timely fashion. We want to assure you there will be no duplication of costs from Springsted Incorporated for having to cancel this sale and reschedule later in the year.

Respectfully,

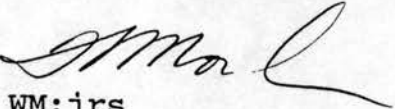
Springsted Incorporated

Springsted Incorporated

/tlf

TO: Jerry Dulgar, City Manager
FROM: Bill Monk, City Engineer
DATE: December 27, 1988
RE: Stop Sign on Kentucky Avenue

In 1979 the City Council approved the installation of a mid-block stop sign at 3841 Kentucky Avenue in response to a resident petition based on sight distance restrictions. Given the resident turnover that has occurred over the years, the thinking has changed and the current residents have petitioned to have the existing stop sign removed. This office concurs with the petition and recommends removal of the southbound stop sign at 3841 Kentucky Avenue.



WM:jrs

Encls



LOCATION MAP

Scale:
1" = 200'

PETITION

12-17-88

We hereby request the
removal of the stop sign
located at 3841 Kentucky Av.

SignatureAddress

R. M. Brundage	3841 Kentucky
Allyn Walsh	3849 Kentucky
C. L. Wentzel	3830 Idaho
Marion L. Monson	3908 Kentucky Ho.
Ken Hansen	7008 37th AVE. No.
Judy Turberg	3833 Kentucky No.
N. J. Schirke	3803 Kentucky
James K. Doherty	3800 Kentucky
Mary Brundage	3817 Kentucky
Alice Oystrom	3825 Kentucky
Mark Garrow	3810 Kentucky

REC'D. 12-22-88

In reading the rules and regulations governing Pawn Shops for the State of Minnesota, some very interesting observations come to mind. The guidelines are very similar to what we went by in North Dakota. There does not seem to be any established time limit on how long merchandise has to be held by a Pawn Shop. There also does not seem to be any limit on the amount of interest that a Pawn Shop can charge its customers. Bare in mind (time and charges) pertain to pawn items only. The time for holding purchased items in North Dakota is handled differently. We only had to hold the item 72 hours, to give the police dept. time to check it out to see if was on the stolen list.

The method used to report items pawned or purchased to the police dept. for there routine check was the same. I think that you will find when a Pawn Shop and the Police dept. work together in a close and professional manner, it really cuts down on the amount of HOT merchandise that comes into the Pawn Shop. A successful Pawn Shop must have open communications with all law enforcement authorities in the communities that they serve. I have always had an open door policy with the Police dept. regarding any merchandise in the store.

As of now there are Pawn Shops operating in Anoka, Brooklyn Park, Brooklyn Center as well as other cities in Minnesota that are all operating on a 30 day basis. The rate of interest that they charge there customers ranges from 25 to 33 per cent per month. I do understand that there are Pawn Shops in down town Minneapolis that are on a 4 month holding basis. I can understand that because they are dealing with a little different element down there than we have in the suburbs.

I would like to see a Pawn Shop established in Crystal on a 60 day format. This is what we used in North Dakota. This gives the customer 4 pay periods within which to redeem his or her merchandise. We would also adjust the interest rate just a little. We would charge the customer 25 percent for the first month just like the other shops are doing. For the second month we would drop our interest rate to 17 percent. By operating this way we are working more with our customers by giving them more time and also we are not making it as expensive for them to use our services as the other shops.

Pawn Shops on the East Coast and West Coast have developed a bad stigma in that people have the idea that they are jip joints, that are just in it for the money. The people here in the midwest have a different outlook on there fellow man. We treat each other here more like we would like to be treated. We are more in it as a service. We plan to be here for the long haul not just a fly by night operation. Therefore we have to give people more of a fair price for the merchandise either as a purchase or on a pawn (loan).

We plan to be in this community for a long while. We want to be a part of it as it grows and expands. We want to serve a part of that community that needs that extra few dollars that we all need from time to time, when the check runs out and there is still month left.

As we become an established business, as in North Dakota, you will see that many people will shop there as well as just stop in and look at all of the different things that people pawn or sell. Pawn Shops can be very interesting places to walk through. We pay taxes, have a payroll, give to community projects just like every other business.

I would just like to thank you for the chance to present this to you for your consideration. I hope that this answers some of the questions or misgivings that you may have concerning Pawn Shops. Before we open we plan to set down with your Chief of Police, City Manager and City Attorney to set all of the ground rules. I know that with open communications and a very professional attitude on everyones part this can be a very good opportunity and service for all involved.

Sincerely,

Allen Zeltinger

LeFevere
Lefler
Kennedy
O'Brien &
Drawz

a Professional
Association

December 28, 1988

2000 First Bank Place West
Minneapolis
Minnesota 55402

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

J. Dennis O'Brien
John E. Drawz
David J. Kennedy
Joseph E. Hamilton
John B. Dean
Glenn E. Purdue
Richard J. Schieffer
Charles L. LeFevere
James J. Thomson, Jr.
Thomas R. Galt
Steven B. Schmidt
John G. Kressel
James M. Strommen
Ronald H. Batty
William P. Jordan
William R. Skallerud
Corrine A. Heine
David D. Beaudoin
Steven M. Tallen
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

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


Re: Pawnbroker Ordinance

Dear Darlene:

Enclosed you will find page three of the pawnbrokers licensing ordinance, which contains the licensing fees, which apparently was omitted when it was sent to you a few weeks ago.

Also enclosed find a copy of my letter of December 9th to Jerry Dulgur about park dedication ordinances together with memorandum and redrafted ordinance.

Yours very truly,



David J. Kennedy

DJK:caw

ORDINANCE NO. 88-_____

AN ORDINANCE RELATING TO PAWNBROKERS
AND SECONDHAND GOODS DEALERS: AMENDING
CRYSTAL CITY CODE, CHAPTER XI BY ADDING A SECTION.

THE CITY OF CRYSTAL DOES ORDAIN:

Section 1. Crystal City Code, Chapter XI, is amended by adding a section to read as follows:

Section 1175 - Secondhand Goods Dealers

1175.01. Definitions. For purposes of this section the terms defined in this subsection have the meanings given them.

Subd. 2. "Pawnbroker" means a person who loans money on deposit or pledge of personal property, or other valuable thing, or who deals in the purchasing of personal property or other valuable thing on condition of selling the same back again at a stipulated price, or who loans money secured by chattel mortgage on personal property, taking possession of the property or any part thereof so mortgaged.

Subd. 3. "Secondhand goods dealer" means a person whose regular business includes selling or receiving tangible personal property (excluding motor vehicles) previously used, rented, owned or leased.

1175.03. Exemptions. This section does not apply to or include the following:

(a) The sale of secondhand goods where all of the following conditions are present:

- (1) the sale is held on property occupied as a dwelling by the seller, or owned, rented or leased by a charitable or political organization;
- (2) the items offered for sale are owned by the occupant;
- (3) the sale does not exceed a period of 72 consecutive hours;
- (4) not more than two sales are held either by the same person or on the same property in any twelve month period; and
- (5) none of the items offered for sale have been purchased for resale or received on consignment for purpose of resale.

- (b) sales by a person licensed under Section 1110 as a motor vehicle dealer;
- (c) the sale of second hand books, magazines, sound or video recordings, or films;
- (d) the sale of goods at an auction held by a licensed auctioneer pursuant to Section 1105;
- (e) the business of buying or selling only those secondhand goods taken as part or full payment for new goods, and where such business is incidental to and not the primary business of a person;
- (f) a bulk sale of property from a merchant, manufacturer or wholesaler having an established place of business or of goods sold at open sale from bankrupt stock;
- (g) goods sold at a public market; or
- (h) goods sold at a exhibition.

1175.05. License required. Subdivision 1. Secondhand Goods Dealer. No person may engage in the business of secondhand goods dealer without first obtaining a secondhand goods dealer license.

Subd. 2. Pawnbroker. No person may conduct, operate or engage in the business of pawnbroker without having first obtained a license.

Subd. 3. Separate Licenses Required. A pawnbroker may not conduct, operate or engage in the business of secondhand goods dealer without having obtained a secondhand goods dealer license in addition to a pawnbroker license. A secondhand goods dealer may not conduct, operate or engage in the business of pawnbroker without having obtained a pawnbroker license in addition to a secondhand goods dealer license.

1175.07. Multiple Dealers. The owner of a business, at which two or more secondhand goods dealers are engaged in business by maintaining separate sales space and identifying themselves to the public as individual dealers, may obtain a multiple secondhand goods dealer license for that location. A multiple license may not be issued unless the following requirements are met:

- (a) the businesses must have a single name and address;
- (b) the businesses must operate in a compact and contiguous space;
- (c) the businesses must be under the unified control and supervision of the one person who holds the license; and

(d) sales must be consummated at a central point or register operated by the owner of the business, and the owner must maintain a comprehensive account of all sales.

Subd. 2. Compliance. The holder of a secondhand goods dealer license under this Section for a business with more than one dealer at the same location must comply with all of the requirements of this Section, including the responsibility for police reporting and record keeping in the same manner as any other dealer licensed under this Section. A dealer licensed under this subsection is responsible to its customers for stolen or misrepresented goods sold at its place of business in the same manner as any other dealer licensed under this section.

1175.09. License fee. Subdivision 1. Secondhand goods. The annual license fee for a secondhand goods dealer, not a pawnbroker, is \$200.

Subd. 2. Multiple Sales. The annual license fee for a secondhand goods dealer for a location where more than one secondhand goods dealer is engaged in business, is \$400.

Subd. 3. Pawnbroker. The annual license fee for a pawnbroker is \$500.

1175.11. Application. Subdivision 1. Contents. A license applicant must complete an application form provided by the City Clerk. The application must be in a form and request information of the applicant as determined by the City Council.

Subd. 2. Execution. If the applicant is a natural person, the application must be signed and sworn to by the person; if a corporation, by an agent authorized to sign; if a partnership, by a partner.

Subd. 3. Fees. The application must be accompanied by the required license fee. The fee will be returned to the applicant if the application is rejected.

Subd. 4. False statements. It is unlawful to knowingly make a false statement in the license application. In addition to all other penalties, the license may be subsequently revoked by the City Council for a violation of this subsection.

1175.13. Bond. A pawnbroker or secondhand goods dealer license will not be issued unless the applicant files with the City Clerk a bond with corporate surety, cash, or a United States government bond in the amount of \$5,000 for a pawnbroker license or \$3,000 for a secondhand goods dealer license. The bond must be conditioned on the licensee obeying the laws and ordinances governing the licensed business and paying all fees, taxes, penalties and other charges associated with the business. The bond must

provide that it is forfeited to the City upon a violation of law or ordinance.

1175.15. Site Plan. The application for a pawnbroker or secondhand goods dealer license must be accompanied by a site plan drawn to scale. The site plan must contain:

- (a) a legal description of the property upon which the proposed licensed premises is situated;
- (b) a plot plan;
- (c) the exact location of the licensed premises on the property, customer and employee parking areas, accesses onto the property, and entrances into the premises;
- (d) the location of and distance from the nearest church, school, hospital, and residence; and
- (e) a floor plan of the licensed premises.

1175.17. Investigations. Subdivision 1. Conduct. The City, prior to the granting of an initial or renewed pawnbroker or secondhand goods dealer license, must conduct a preliminary background and financial investigation of the applicant. Any person having a beneficial interest in the license must be investigated. The investigation shall be conducted by the Chief of Police and the results reported to the City Council. The Chief of Police must verify the facts stated in the application, and must report all convicted violations of state law, federal law or municipal ordinances involving the applicant, interested persons, or the license premises while under that applicant's proprietorship.

Subd. 2. Fee. The fee charged by the City Clerk to an applicant for the costs of investigation is established by the City Council. The applicant will be notified of the investigation fee prior to the City Council's final action on the license application. The investigation fee is payable upon terms established by the City Clerk.

1175.19. Public Hearing. A pawnbroker or secondhand goods dealer license will not be issued or renewed without a public hearing. Any person having an interest in or who will be affected by the proposed license will be permitted to testify at the hearing. The public hearing must be preceded by at ten days' published notice specifying the location of the proposed licensed business premises.

1175.21. Granting of License. After review of the license application, investigation report and public hearing, the City Council may grant or refuse the application for a new or renewed pawnbroker or secondhand goods dealer license. A license will

not be effective unless the application fee and bond have been filed with the City Clerk.

1175.23. Persons ineligible for license. A pawnbroker or secondhand goods dealer will not be issued to:

- (a) a person not a citizen of the United States or a resident alien;
- (b) a person under 18 years of age;
- (c) subject to the provisions of law, a person who within five years of the license application date has been convicted of receiving stolen property, sale of stolen property or controlled substance, burglary, robbery, damage or trespass to property, or any law or ordinance regulating the business of pawnbroker or secondhand goods dealer;
- (d) a person who within five years of the license application date had a pawnbroker or secondhand goods dealer license revoked;
- (e) a person whom the City Council determines not to be of sufficient good moral character and repute; or

when the City Council determines, after investigation and public hearing, that issuance or renewal of the license would adversely affect the public health, safety or welfare.

1175.25. Places ineligible for license. A license will not be issued or renewed under this section for any place or for any business:

- (a) if taxes, assessments or other financial claims of the City or the State of Minnesota on the licensee's business premises are delinquent and unpaid;
- (b) if the premises is located within 300 feet of a school or church;
- (c) where operation of a licensed premises would violate zoning ordinances; or
- (d) where the applicant's present license was issued conditioned upon the applicant making specified improvements to the licensed premises or the property of the licensed premises which improvements have not been completed.

1175.27. Conditional Licenses. The Council may grant an application for a new or renewed pawnbroker or secondhand goods dealer license conditioned upon the applicant making reasonable

improvements to the proposed business premises or the property upon which the business premises is situated. The Council, in granting a conditional license, will specify when the modifications must be completed. Failure to comply with the conditions of the license is grounds for the City Council to refuse to renew the license.

1175.29. License limitations. A license will be issued to the applicant only and only for the business premises as described in the application. The license is effective only for the premises specified in the approved license application.

1175.31. Term; Expiration; Pro Rata Fee. The license is issued for a period of one year beginning on July 1 except that if the application is made during the license year a license may be issued for the remainder of the licensed year for a monthly pro rata fee. An unexpired fraction of a month will be counted as a complete month. The license expires on June 30.

1175.33 Refunds. The City Clerk will refund a pro rata share of the license fee for a license to the licensee or the licensee's estate if:

- (a) the business ceases to operate because of destruction or damage;
- (b) the licensee dies;
- (c) the business ceases to be lawful for a reason other than a license revocation; or
- (d) the licensee ceases to carry on the licensed business under the license.

1175.35. Death of Licensee. In the case of the death of a licensee the personal representative of the licensee may continue operation of the business for not more than 90 days after the licensee's death.

1175.37. Records. A licensed secondhand goods dealer and pawnbroker, at the time of receipt of an item, must immediately record, in ink or other indelible medium in a book or word processing unit, the following information:

- (a) an accurate description of the item including, but not limited to, any trademark, identification number, serial number, model number, brand name, or other identifying mark on such item;
- (b) the purchase price;
- (c) date, time and place of receipt;

- (d) name, address and date of birth of the person from whom the item was received;
- (e) the identification number from any of the following forms of identification of the seller:
 - (1) valid picture driver's license;
 - (2) picture identification;
 - (3) medicard.
- (f) the books as well as the goods received must be open for inspection by the police department at reasonable times. Records required by this subsection must be stored and maintained by the licensee for a period of at least three years.

1175.39. Daily Reports. For the following items, regardless of resale price, a secondhand goods dealer or pawnbroker must make out, on forms approved by the police department, and send daily by mail to the police department a legible description of the goods received during the preceding day, together with the time received and a description of the person from whom the goods were received:

- (a) items with a serial number identification, or "operation identification" symbol;
- (b) cameras;
- (c) electronic audio or video equipment;
- (d) precious jewelry or gems, and precious metals;
- (e) artist-signed or artist-attributed works of art;
- (f) guns and firearms; and
- (g) items not included in the above, except furniture and kitchen or laundry appliances, which the secondhand goods dealer intends to sell for more than \$200.

1175.41. Stolen Goods. A licensed pawnbroker or secondhand goods dealer must report to the police any article pledged or received, or sought to be pledged or received, if the licensee has reason to believe that the article was stolen or lost.

1175.43. Holding. An item received by a secondhand goods dealer or pawnbroker, for which a report to the police is required may not be sold or otherwise transferred for a period of 12 days after the date of such report to the police. However, an individual may redeem an item pawned 72 hours after the item was received on deposit, excluding Sundays and legal holidays.

1175.45. Receipt. A licensed secondhand goods dealer or pawnbroker must provide a receipt to the seller or consignor of any items which includes:

- (a) the address and phone number of the business;
- (b) the date;
- (c) a description of the item purchased; and
- (d) the purchaser's signature.

1175.47. Police Orders. If a City police officer notifies a dealer not to sell an item, the item may not be sold or removed from the licensed premises until authorized to be released by the police.

1175.49. Weapons. A licensed pawnbroker or secondhand goods dealer may not receive as a pledge or otherwise accept for consignment or sale any revolver, pistol, sawed-off shotgun, automatic rifle, blackjack, switchblade knife, or other similar weapons or firearms.

1175.51. Prohibited Acts. Subdivision 1. Minors. A minor may not sell or consign, or attempt to sell or consign, goods with a secondhand goods dealer or pawnbroker. A secondhand goods dealer or pawnbroker may not receive goods from a minor.

Subd 2. Others. A secondhand goods dealer or pawnbroker may not receive any goods from a person of unsound mind or an intoxicated person.

Subd. 3. Identification. A secondhand goods dealer or pawnbroker may not receive goods, unless the seller presents identification in the form of a driver's license or other pictured identification.

1175.53. License Denial, Suspension or Revocation. A license under this Section may be denied, suspended or revoked by the Council, after a public hearing where the licensee is granted the opportunity to be heard, for one or more of the following reasons:

- (a) the operating of the business is in conflict with any provision of this Code;
- (b) the operation of the business is in conflict with any health, building, building maintenance, zoning, or any other provision of this Code or law;
- (c) the licensee or the business premises fails to conform with the standards for license application contained in this section;

- (d) the licensee has failed to comply with one or more provisions of this Section or any statute, rule or ordinance pertaining to the businesses of pawnbroker or secondhand goods dealer;
- (e) fraud, misrepresentation or bribery in securing a license;
- (f) fraud, misrepresentation or false statements made in the course of the applicant's business;
- (g) subject to the provisions of law, violation within the proceeding five years of any state or federal law relating to theft, damage or trespass to property, sale of a controlled substance or stolen good, or operation of a business.

1175.55. Redemption Period. A person who pawns an item shall have at least four months to redeem the item before it may be sold.

1175.57. Payments by Check. When a secondhand goods dealer buys or otherwise receives an item at the licensed place of business, payment must be made by check made payable to a named payee who is the actual intended seller. This subsection does not apply to pawnbrokers.

1175.59. Inspections. A peace officer or any properly designated employee of the City or the State of Minnesota enter, inspect and search business premises licensed under this Section, during business hours, without a warrant.

1175.61. County License. Secondhand goods dealers and pawnbrokers dealing in precious metals and gems must be licensed by Hennepin County.

1175.63. Penalties. Violation of the provisions of this section is a misdemeanor.

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

Mayor

Attest:

City Clerk

A:0011PO01.M65

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

Excerpt from the December 7, 1988 Crystal Park and Recreation Advisory Commission meeting.

Members present: Mr. Hoffmann, Ms. Pitts, Ms. Reid, Ms. Moucha, Ms. Saunders, Mr. Carlson, Ms. Veech, Mr. Genis, and Mr. Grimes.

The Commission discussed the proposed ordinance pertaining to allowing intoxicating and non-intoxicating beverages in city parks. The ordinance spells out the procedure for securing a special permit for a group to serve intoxicating and non-intoxicating beverages. Mr. Genis felt that groups serving these beverages should be responsible for policing their event and clean-up.

The Commission felt that the overall ordinance as written by the City Attorney is acceptable to the Commission and should be adopted by the City Council.

Moved by Mr. Genis and seconded by Mr. Carlson to recommend that the non-profit group temporary on-sale liquor license permit fee be \$50.00 per day and that both the private group and the on-sale permittees are to provide policing to maintain order before, during and after the event as well as to provide facility clean-up after the event. Motion carried - unanimous.

Twin West*

CHAMBER OF COMMERCE

Woodside Office Park 10550 Wayzata Boulevard
Minnetonka, Minnesota 55343 (612) 540-0234

December 8, 1988

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

Dear Jerry,

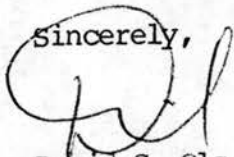
Following months of research and review, a special Property Tax Task Force of TwinWest has completed its preliminary work. Enclosed for your review is a copy of TwinWest's final property tax statement as approved by the Board of Directors at their November 23, 1988 meeting.

Our next step is to gather support for our position. We hope to receive endorsements from each TwinWest city council and school board. We then plan to seek endorsement from communities and school boards faced with similar problems throughout the metro area. With each endorsement, our message to the Legislature will become stronger and chances for changes in current property tax legislation improve.

The TwinWest Board of Directors hopes that you can address support of this position soon so we are ready for the start of the 1989 session. We would appreciate the opportunity to present this to your city council/school board and have Task Force and Board members prepared to discuss this position.

Thank you for your consideration of this position statement. Please let me know when your council/board will have the opportunity to consider their endorsement.

Sincerely,



David C. Olson
President

DCO:mg

Enclosure

cc: Larry Sawyer



Property Tax Statement

As a result of legislation passed by the Minnesota Legislature during the past score of years, property taxes, which pay for vital services such as schools, police, fire protection and social services are no longer related to the quality of services received nor the ability to pay for them.

In fact, a home in the western suburbs having three times the value of a comparable non-metro home, pays more than four times the taxes and receives no more services. Our high tax burden is used to subsidize services delivered to non-metro homeowners.

Not only have property taxes been increased on metro homeowners, the Legislature simultaneously reduced the amount of state aids and credits to those communities. Although property taxes have been increased dramatically, there are few increased benefits in the form of goods and services due to the relationship that exists between the taxing and state aid formulas.

With the revision of the Homestead Credit in 1990, the Legislature will determine how the replacement dollars are allocated. Based on historical precedent, it is likely that the western suburbs will again receive less than their fair share.

The problem outlined above is even greater for Minnesota businesses. Commercial/industrial properties in Minnesota pay a disproportionate share of property taxes (about 33%) compared to their market value (about 15%). In fact, Minnesota has one of the highest commercial/industrial property tax burdens in the country.

To address these unfair suburban tax burdens, the Legislature needs to do more than shift tax burdens from one community or class of property to another. It must address Minnesota's historically high spending patterns and the resulting outrageously unfair property tax policy.

West suburban residents and business owners need to give their legislators direction to ensure that fairness and balance is returned to their suburban constituents. Minnesota's spending is growing faster than personal income, and has driven our property taxes beyond our reasonable ability to pay.

M E M O R A N D U M

TO: Jerry Dulgar, City Manager
FROM: Tom Heenan, Supervising Sanitarian *TH*
RE: License for Honor Snacks
DATE: December 21, 1988

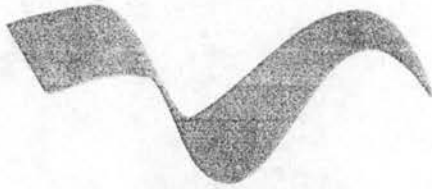
As you know, our current license fee was as a result of a request from the "Honor Snack Company". They had suggested a fee of \$200.00 per year with unlimited locations within the City.

We have surveyed other cities on how they deal with this type of operation. The only comparable operations are in St. Louis Park and Bloomington. The fees for those cities are \$100.00 per year. If we were to use that fee, our revenue loss would be \$360.00 per year.

TLH:jt
Encl.

HONOR SNACKS

CITY	TYPE OF LICENSE	FEE
Bloomington, 881-2333	Each snack company is handled according to what snack food it sells	
	A. Food Warehouse	\$ 115.00
	B. Food to be honored	100.00
	C. Other than A or B	250.00
Golden Valley, 593-8000	Special Food Handling	30.00
Maple Wood, 770-4500	Special Food Handling	50.00
Minnetonka, 933-2511	Have not had anyone request license for honor snacks, therefore, no category.	
Minneapolis	Confectionery, charged by square foot of area used for selling.	
	1,000 sq. ft. or less	55.00
	1,001 - 5,000 sq. ft.	105.00
	5,001 - 7,500 sq. ft.	130.00
	7,501 - 10,000 sq. ft.	180.00
New Brighton, 633-1533	Does not license them	
St. Louis Park, 924-2500	Food Establishment, Food Outlet Honor System Snacks	
	Citywide	100.00
	per location	10.00
St. Paul, 298-5056	Original Container License	25.00
	Packaged, \$22.50 + \$2.50 application fee	
Edina, 927-8867	Does not license them	
Robbinsdale	Does not license them, only vending snacks	



City of Golden Valley

DATE: December 21, 1988
TO: City Officials and Legislators
FROM: Mary E. Anderson, Golden Valley Mayor
RE: **January 14, 1989 Legislative Breakfast Meeting**

Charles DARTH, Director of Intergovernmental Relations for Brooklyn Park, and I have arranged for a meeting of local officials and legislators from Districts 45, 46, 47 and 48. The meeting will be in Constitution Hall in the Brooklyn Center Civic Center at 8:00 AM on Saturday, January 14, 1989. Orange juice, coffee and rolls will be available.

These meetings usually last about two hours. As in the past, we are asking particular legislators to make introductory remarks on several issues and then open it for discussion and questions.

This memo is being sent to Mayors and Managers. Please notify any others interested.

AGENDA

1. Introductions.
2. Property Tax Reform.
3. Tax Increment Financing.
4. MVET Transfer.
5. Other.
6. Next Meeting ?

Daubert

DUE DATE: NOON, WEDNESDAY, DECEMBER 7, 1988

MEMO TO: Jerry Dulgar, City Manager

MEMO FROM: John Olson, Assistant City Manager

ACTION NEEDED MEMO: From the November 29, 1988 Council Meeting

The items listed below are the actions requested by the City Council at their regular Council meeting of November 29, 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 CLERK

1. Consideration of a charitable gambling license for Cavanagh Early Childhood Development Center.
ACTION NEEDED: Note approval of gambling license.
ACTION TAKEN: Noted and applicant notified 11-30-88.

CITY CLERK

2. Consideration of a charitable gambling license renewal for Elk's Lodge #44, 5410 Lakeland Ave. N.
ACTION NEEDED: Note approval of gambling license.
ACTION TAKEN: Noted and applicant notified 11-30-88.

PUBLIC HEARINGS

BUILDING
INSPECTOR

1. Public hearing to consider a request for a variance at 3316 Louisiana Avenue North.
ACTION NEEDED: Notify applicant of Council approval.
ACTION TAKEN: Applicant present.

REGULAR AGENDA

CITY MANAGER

1. Consideration of a resolution regarding the decrease in the number of judges in suburban courts.
ACTION NEEDED: Notify prosecution firm of Council approval of resolution and send copy of resolution to Judge Lindberg.
ACTION TAKEN: Letter and resolution sent to Judge Lindberg 12-1-88.
2. Appearance by Arthur Cunningham regarding the Metro Waste Control Commission.
ACTION NEEDED: No action needed.

COMMUNITY
DEVELOPMENT
COORDINATOR

3. Consideration of first amendment to the agreement for recycling services.
ACTION NEEDED: Forward agreement to Super Cycle and indicate approval by Council.
ACTION TAKEN: Agreement sent for final signatures to Super Cycle on 12-1-88.

CITY MANAGER

4. Consideration of approval of contract with Anderson-Dale Architects for the new Community Center.
ACTION NEEDED: Notify architect of Council approval with deletion of professional liability clause as an extra cost.
ACTION TAKEN: Architect notified 11-30-88; deletion initialed by both parties on 11-30-88.

CITY MANAGER

5. Consideration of Second Reading of an Ordinance regarding the Crystal City Charter.
ACTION NEEDED: Ordinance defeated and re-referred to Charter Commission. Notify Chairman of Charter Commission of Council action.
ACTION TAKEN: Notified.

PARK & RECREATION
DIRECTOR

6. Consideration of First Reading of an Ordinance regarding liquor and beer in public parks.
ACTION NEEDED: Item referred to Park Commission. Place item on Park Commission Agenda.
ACTION TAKEN: Will be on Commission Agenda for 12-7-88.

CITY MANAGER

7. Consideration of Senior Transportation Pilot Project.
ACTION NEEDED: Notify Senior Transportation Organization of Council approval.
ACTION TAKEN: Senior Transportation Organization notified by phone on 11-30-88.

CITY MANAGER/
PUBLIC WORKS
DIRECTOR/PARKS &
RECREATION DIRECTOR

8. Consideration of Twin Lakes Kylawn Preserve Development.
ACTION NEEDED: No action taken, however, provide maps for Council of the area.
ACTION TAKEN: Maps being printed for December 13 meeting.

CITY MANAGER

9. Consideration of additional signs for the Becker Park Arts Center.
ACTION NEEDED: Determine if sign for building can be seen from Bass Lake Road and bring item back to Council at the next meeting.
ACTION TAKEN: Park Department re-making sign.

FINANCE
DIRECTOR

10. Consideration of the Thirteenth Check or Double COLA Report and Notice.
ACTION NEEDED: Council approved participation, send \$3,000 contribution to the League of Cities with funds to be taken from General Fund.
ACTION TAKEN: Item noted, contribution to be taken from 4310, department 32.

ASSISTANT
CITY MANAGER

11. Consideration of Affirmative Action Plan for the City of Crystal.
ACTION NEEDED: Forward plan to the State including Mayor's signature on resolution.
ACTION TAKEN: Plan forwarded to State.

BUILDING
INSPECTOR

12. Consideration of discussion regarding Douglas Court Apartments and the lack of hot water.
ACTION NEEDED: Contact the State boiler inspector to determine what they have found at the Douglas Court Apartments and inform Council at the next meeting.
ACTION TAKEN: Memo to City Manager.

CITY CLERK

13. Licenses.
ACTION NEEDED: Issue licenses.
ACTION TAKEN: Licenses issued.

13-Dec-88

CITY OF CRYSTAL
1988 EXPENDITURE REPORT NOVEMBER 1988
C.ROBBE

NORMAL % =

91.67%

DEPARTMENT	#	BUDGET AMOUNT	PRIOR MONTH YTD EXPENSES	ENCUMBERANCES	CURRENT EXPENDITURES	TOTAL EXPENSES	RATIO	UNENCUMBERED BALANCE
Mayor & Council	10	\$97,800.00	\$84,260.27	\$72.80	\$6,171.30	\$90,431.57	92.5%	\$7,295.63
Administration	11	\$348,333.00	\$279,069.21	\$589.80	\$30,223.49	\$309,292.70	89.0%	\$38,450.50
Assessing	12	\$118,385.00	\$93,624.45		\$7,290.40	\$100,914.85	85.2%	\$17,470.15
Finance	13	\$122,968.00	\$90,087.34	\$5.05	\$6,893.01	\$96,980.35	78.9%	\$25,982.60
City Buildings	14	\$157,865.00	\$113,829.57	\$489.36	\$9,848.66	\$123,678.23	78.7%	\$33,697.41
Police	15	\$1,593,889.00	\$1,254,267.07	\$5,487.25	\$126,224.35	\$1,380,491.42	87.0%	\$207,910.33
Fire	16	\$236,507.00	\$137,787.91	\$3,044.71	\$37,810.00	\$175,597.91	75.5%	\$57,864.38
Planning & Inspection	17	\$101,694.00	\$82,499.44		\$7,546.61	\$90,046.05	88.5%	\$11,647.95
Civil Defense	18	\$55,982.00	\$38,501.31		\$2,188.36	\$40,689.67	72.7%	\$15,292.33
Engineering	19	\$224,434.00	\$174,370.13		\$16,076.61	\$190,446.74	84.9%	\$33,987.26
Street	20	\$452,988.00	\$345,995.24	\$1,264.00	\$45,332.05	\$391,327.29	86.7%	\$60,396.71
Park Maintenance	21	\$384,962.00	\$320,964.54	\$2,232.63	\$32,463.58	\$353,428.12	92.4%	\$29,301.25
Recycling	22	\$30,000.00	\$21,647.80		(\$6,383.87)	\$15,263.93	50.9%	\$14,736.07
Recreation	25	\$389,200.00	\$327,397.91	\$1,074.04	\$10,413.17	\$337,811.08	87.1%	\$50,314.88
Health	26	\$160,348.00	\$114,459.42	\$283.54	\$10,904.08	\$125,363.50	78.4%	\$34,700.96
Civil Service	27	\$18,950.00	\$8,017.19		\$1,771.40	\$9,788.59	51.7%	\$9,161.41
Legal	28	\$125,000.00	\$113,205.22		\$12,054.24	\$125,259.46	100.2%	(\$259.46)
Elections	29	\$19,000.00	\$5,112.00	\$230.00	\$6,621.61	\$11,733.61	63.0%	\$7,036.39
Misc Commissions	30	\$6,175.00	\$1,079.44		\$280.00	\$1,359.44	22.0%	\$4,815.56
Swimming Pool	31	\$74,122.00	\$59,409.05	\$454.40	(\$1,562.03)	\$57,847.02	78.7%	\$15,820.58
Non-Departmental	32	\$849,343.00	\$525,132.25	\$2,709.25	\$144,243.71	\$669,375.96	79.1%	\$177,257.79
Tree Disease	34	\$48,142.00	\$24,853.14		\$2,952.22	\$27,805.36	57.8%	\$20,336.64
TOTALS		\$5,616,087.00	\$4,215,569.90	\$17,936.83	\$509,362.95	\$4,724,932.85	84.5%	\$873,217.32
 Thorson-Fund #83		 \$97,495.00	 \$60,634.60	 \$160.00	 \$1,985.82	 \$62,620.42	 64.4%	 \$34,714.58
 Utility Fund-#81								
Water	23	\$755,167.00	\$455,283.34	\$975.31	\$13,349.95	\$468,633.29	62.2%	\$285,558.40
Sewer	24	\$991,667.00	\$848,717.52	\$1,254.81	\$128,042.20	\$976,759.72	98.6%	\$13,652.47
TOTALS		\$1,746,834.00	\$573,573.22	\$2,230.12	\$141,392.15	\$1,445,393.01	82.9%	\$299,210.87

13-Dec-88

	ESTIMATED REVENUE	PRIOR MONTH YEAR TO DATE	RECEIPTS CURRENT MO	RECEIPTS YEAR TO DATE	PERCENTAGE RECEIVED
STATE SHARED TAXES					
3350 Local Government Aid	\$1,630,961.00	\$815,480.50	\$0.00	\$815,480.50	50.0%
3351 State Aid Streets	\$26,325.00	\$8,285.40	\$0.00	\$8,285.40	31.5%
3352 Machinery Tax Replacements	\$0.00	\$0.00	\$0.00	\$0.00	
Sub Total	\$1,657,286.00	\$823,765.90	\$0.00	\$823,765.90	49.7%
OTHER SERVICES					
3500 Misc Receipts	\$3,000.00	\$2,729.50	\$101.65	\$2,831.15	94.4%
3501 NWSCC and CAC	\$2,000.00	\$16,312.63	\$151.01	\$16,463.64	823.2%
3503 Bicycle License	0	\$464.00	(\$9.00)	\$455.00	
3511 Spec Rezoning App Charge	\$3,500.00	\$4,576.50	\$225.00	\$4,801.50	137.2%
3512 Sale of Maps-Documents etc	\$200.00	\$166.73	\$38.75	\$205.48	102.7%
3513 Engineering & Clerical Fees	\$50,000.00	\$0.00	\$0.00	\$0.00	0.0%
3514 Weed Cutting Charges	\$1,500.00	\$592.50	\$0.00	\$592.50	39.5%
3515 Filing Fees	\$0.00	\$35.00	\$0.00	\$35.00	
3516 License Investigations	\$500.00	\$400.00	\$400.00	\$800.00	160.0%
3517 Jail & Breathalyzer Tests	\$1,200.00	\$3,160.00	\$0.00	\$3,160.00	263.3%
3568 Accident Reports	\$1,000.00	\$1,394.30	\$156.00	\$1,550.30	155.0%
3569 Special Assessment Searches	\$5,000.00	\$3,421.50	\$220.00	\$3,641.50	72.8%
3570 Sanitarian Costs & Reimburse	\$131,653.00	\$59,319.39	\$0.00	\$59,319.39	45.1%
3571 Confiscated Funds	\$0.00	\$0.00	\$0.00	\$0.00	
3580 Recreation Program Receipts	\$105,765.00	\$118,264.74	\$3,806.79	\$122,071.53	115.4%
3581 Crystal Facilities Used	\$200.00	\$420.00	\$0.00	\$420.00	210.0%
3582 Non-Budget Account	\$0.00	\$143.64	\$0.00	\$143.64	
3586 Water Tests	\$500.00	\$65.00	(\$54.00)	\$11.00	
3587 Swimming Pool Receipts	\$36,490.00	\$54,684.84	\$0.00	\$54,684.84	149.9%
3590 Refunds & Reimbursements	\$71,500.00	\$4,582.80	\$0.00	\$4,582.80	6.4%
3591 Insurance Refunds	\$0.00	\$19,984.00	\$0.00	\$19,984.00	
3592 Misc Land & Equip Sales	\$25,000.00	\$8,786.51	\$14,669.80	\$23,456.31	93.8%
3593 Misc Transfers	\$0.00	\$0.00	\$0.00	\$0.00	
3594 Building Sub-Rental	\$400.00	\$450.00	\$0.00	\$450.00	112.5%
3595 Waste Oil Revenues	\$800.00	\$1,573.83	\$124.78	\$1,698.61	212.3%
3599 Interest Earned	\$160,000.00	\$0.00	\$0.00	\$0.00	0.0%
3610 Court Fines	\$225,000.00	\$154,853.28	\$19,461.00	\$174,314.28	77.5%
3611 Alarm Charges	\$0.00	\$1,850.00	\$1,100.00	\$2,950.00	
3612 Alarm Penalties	\$0.00	\$15.00	\$82.28	\$97.28	
3630 Forfeited Bail	\$0.00	\$3,180.00	\$1,000.00	\$4,180.00	
3772 Donations		\$1,327.50	\$300.00	\$1,627.50	
Previous Yr Fund Balance	\$850,000.00	\$850,000.00		\$850,000.00	
Sub Total	\$1,675,208.00	\$1,312,753.19	\$41,774.06	\$1,354,527.25	80.9%
TOTAL	\$5,616,087.00	\$1,929,693.14	\$781,347.65	\$4,117,241.23	73.3%

13-Dec-88

	ESTIMATED REVENUE	PRIOR MONTH YEAR TO DATE	RECEIPTS CURRENT MO	RECEIPTS YEAR TO DATE	PERCENTAGE RECEIVED
FUND #83 THORSON SCHOOL					
3500 Miscellaneous Receipts	\$0.00	\$0.00		\$0.00	
3580 Recreation Program Receipts	\$23,060.00	\$17,645.40	\$1,391.75	\$19,037.15	82.6%
3582 Non-Budget Activities	\$0.00	\$0.00		\$0.00	
3590 Refunds & Reimbursements	\$0.00	\$39.55		\$39.55	
3770 Office Rental	\$46,149.30	\$21,093.37		\$21,093.37	45.7%
3771 Gym Rental	\$763.50	\$880.00		\$880.00	115.3%
3772 Donations		\$0.00		\$0.00	
TOTAL	\$69,972.80	\$39,658.32	\$1,391.75	\$41,050.07	58.7%
FUND #81 UTILITY FUND					
3500 Miscellaneous Receipts					
3599 Interest Earned	\$20,000.00				
3739 Misc Income-Water	\$2,500.00	\$2,387.94	\$181.00	\$2,568.94	102.8%
3740 Water Sales	\$790,000.00	\$775,946.04	\$83,920.44	\$859,866.48	108.8%
3741 Penalties Earned-Water	\$13,800.00	\$15,244.90	\$1,201.81	\$16,446.71	119.2%
3742 Sales of Meters-Horns	\$8,000.00	\$3,318.12	\$339.04	\$3,657.16	45.7%
3743 Joint Water Comm Reimb	\$10,000.00	\$17,163.41	\$0.00	\$17,163.41	171.6%
3744 Metro Waste Reimburse	\$5,500.00	\$0.00	\$5,516.05	\$5,516.05	100.3%
3759 Misc Income-Sewer	\$2,500.00	\$0.00	\$0.00	\$0.00	0.0%
3760 Sewer Service Revenue	\$1,010,000.00	\$741,867.63	\$99,801.50	\$841,669.13	83.3%
3761 Penalties Earned-Sewer	\$17,000.00	\$16,672.02	\$1,106.75	\$17,778.77	104.6%
TOTAL	\$1,879,300.00	\$1,572,600.06	\$192,066.59	\$1,764,666.65	93.9%
FUND #82 STREET LIGHTING					
3764 Street Lighting Revenue	\$102,560.00	\$75,839.01	\$10,260.18	\$86,099.19	84.0%
3765 Penalties Earned	\$2,000.00	\$1,702.38	\$129.20	\$1,831.58	91.6%
TOTAL	\$104,560.00	\$77,541.39	\$10,389.38	\$87,930.77	84.1%

13-Dec-88

CITY OF CRYSTAL
C.ROBBESUMMARY OF REVENUES AS OF NOVEMBER 30, 1988
NORMAL PERCENT=

91.67%

GENERAL FUND 01	ESTIMATED REVENUE	PRIOR MONTH YEAR TO DATE	RECEIPTS CURRENT MO	RECEIPTS YEAR TO DATE	PERCENTAGE RECEIVED
ACCT # TAXES					
3011 Current Ad Valorem Taxes	\$2,046,343.00	\$1,017,267.41	\$724,240.01	\$1,741,507.42	85.1%
3012 Delinq Ad Valorem Taxes	\$0.00	\$7,083.99	\$1,324.73	\$8,408.72	
3013 Penalties & Interest	\$9,000.00	\$5,521.15	\$3,876.47	\$9,397.62	104.4%
3014 Forfeited Tax Sale	\$0.00	\$123.96	\$0.00	\$123.96	
3015 Prepaid Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00	
Sub Total	\$2,055,343.00	\$1,029,996.51	\$729,441.21	\$1,759,437.72	85.6%
LICENSES & PERMITS					
3111 Liquor License On Sale 06/30	\$49,500.00	\$28,210.00	\$0.00	\$28,210.00	57.0%
3112 Liquor Licenses Off Sale 06/30	\$1,600.00	\$1,901.36	\$112.02	\$2,013.38	125.8%
3113 Beer & Tavern Licenses 06/30	\$6,500.00	\$6,020.75	\$0.00	\$6,020.75	92.6%
3114 Club Licenses 06/30	\$2,600.00	\$1,910.00	\$0.00	\$1,910.00	73.5%
3115 Garbage & Refuse License 06/30	\$1,700.00	\$1,638.25	\$0.00	\$1,638.25	96.4%
3116 Taxi Cab Licenses	\$150.00	\$0.00	\$0.00	\$0.00	0.0%
3117 Music Box-Misc Amusements	\$9,500.00	\$594.75	\$1,075.50	\$1,670.25	17.6%
3118 Food Handling Licenses	\$12,500.00	\$3,675.00	\$1,807.00	\$5,482.00	43.9%
3119 Gas Pump & Station Licenses	\$1,700.00	\$167.98	\$398.75	\$566.73	33.3%
3121 Bowling Alley Licenses	\$600.00	\$0.00	\$0.00	\$0.00	0.0%
3123 Cigarette Licenses	\$900.00	\$67.00	\$136.00	\$203.00	22.6%
3124 Misc Licenses	\$1,200.00	\$877.31	\$484.50	\$1,361.81	113.5%
3125 Billboard-Sign Hangers License	\$1,000.00	\$1,045.00	\$0.00	\$1,045.00	104.5%
3126 Plumbing-Gas Licenses & Cards	\$4,800.00	\$3,289.50	\$508.75	\$3,798.25	79.1%
3127 Sign Licenses 05/15	\$9,500.00	\$9,988.79	\$0.00	\$9,988.79	105.1%
3128 Tree Trim Licenses	\$600.00	\$453.75	\$0.00	\$453.75	75.6%
3150 Dog Licenses & Impound Fees	\$6,500.00	\$4,024.50	\$306.00	\$4,330.50	66.6%
3151 Building Permits	\$78,000.00	\$64,714.62	\$3,131.68	\$67,846.30	87.0%
3153 Plumbing Permits	\$13,000.00	\$16,118.50	\$357.00	\$16,475.50	126.7%
3154 Sewer Permits	\$800.00	\$840.00	\$87.50	\$927.50	115.9%
3155 Water Permits	\$900.00	\$968.50	\$87.50	\$1,056.00	117.3%
3157 Driveway Permits	\$700.00	\$988.00	\$0.00	\$988.00	141.1%
3158 Street Excavation Permits	\$1,000.00	\$1,030.00	\$0.00	\$1,030.00	103.0%
3159 Misc Permits	\$0.00	\$184.00	\$30.00	\$214.00	
3161 Gas Permits	\$7,000.00	\$4,793.75	\$339.50	\$5,133.25	73.3%
3162 Burglar Alarm Permits 05/15	\$1,200.00	\$1,458.50	\$0.00	\$1,458.50	121.5%
3163 Mechanical Permits	\$11,000.00	\$11,001.87	\$750.68	\$11,752.55	106.8%
3164 Sign Permits	\$2,800.00	\$2,186.30	\$470.00	\$2,656.30	94.9%
3165 Parking Permits	\$0.00	\$30.00	\$0.00	\$30.00	
3166 Restaurant Hoods	\$1,000.00	\$1,200.00	\$50.00	\$1,250.00	125.0%
Sub Total	\$228,250.00	\$169,377.98	\$10,132.38	\$179,510.36	78.6%



League of Minnesota Cities

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

December 19, 1988

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

Dear Jerry:

Thank you for testifying at Senator Reichgott's tax increment finance hearing last week. I am hopeful that your efforts will help us prevent the Legislature from imposing further restrictions on what we all agree is a vital economic development tool.

I will keep you apprised of any developments in this area. Thanks again for your willingness to testify.

Sincerely,

Donald A. Slater
Executive Director



Date: December 13, 1988

612/593-8432

To be Released: Immediately

612/593-8414

610/Braun Bridge Has Restructured Travel in the Northern Suburbs

Fourteen months ago, the Minnesota Department of Transportation celebrated the opening of the 610/Braun Bridge along with an eager community of northern suburbs.

Although the bridge is only one-quarter mile long, it has already had a traffic impact equivalent to much longer roads. The bridge is the only river crossing for 10 miles, and it reached its traffic capacity on the day it opened. By 2010 A.D., an estimated 69,000 vehicles will use the bridge each day.

Now that motorists can cross the river via the 610/Braun Bridge, traffic on the Interstate 694 and the Anoka/Champlin river bridges has decreased significantly. Traffic has also decreased on East River Road and West River Road north of Interstate 694.
(graph attached)

But the 610/Braun Bridge is only the first step in meeting the growing transportation needs of the northern suburbs. The Department has had plans for 18 years to build a "northern crosstown" highway, but lack of funding and other priorities still stand in the way.

#

NOTE TO EDITORS:

Attached is a different type of press release: a series of interviews with local community leaders by one of our staff. We asked them for their reaction to the bridge and what it has meant for their community.

MEDIA CONTACTS:

Scott McBride
Transportation Analysis Engineer
593-8552

Marsha Storck
Public Affairs Coordinator
593-8432

written by: Kelly Cordell
Editorial Assistant

Mn/DOT

610/Braun Bridge

Page 2

The 610/Braun Bridge Ties Neighbors Together

Suddenly the northern suburbs don't seem so far away.

The opening of the 610/Braun Bridge in October, 1987, strengthened the relationship between the communities of Anoka, Champlin, Brooklyn Park, Coon Rapids and Blaine while providing those cities with a new link to the downtown area.

"The river really separated us," said Brooklyn Park Inter-Governmental Relations Director Charles Darth. "Now there is a lot more interaction between the cities," he said.

"It's the most important thing that has happened to the transportation system in this community that anybody can recall," said Coon Rapids City Manager Gary Jackson. In fact, the cover of the city's promotional brochure displays a full-page photograph of the bridge. "We're proud, happy and appreciative," he said, "but we're anxious for the second half of the bridge to go in." No money is available for that planned second bridge, which would be part of a "northern crosstown" highway.

"There is definitely a noticeable traffic decrease on Anoka roads," said Anoka City Manager Mark Nagel, "We just don't see the traffic jams that we did before." Another factor in the decrease is the five ton weight limit placed on the Anoka/Champlin bridge three months ago.

"The community perception is that the bridge has relieved congestion," said Champlin City Manager Scott Martin. But an increase in commuter traffic from northern communities means that traffic levels are rapidly approaching prebridge-opening levels, he said.

In Brooklyn Park, traffic levels have increased on some avenues running east-west toward the bridge. "We anticipated that," said Darth, "and it has helped our businesses because more people drive by."

Mn/DOT

610/Braun Bridge

Page 3

According to Dath, the link between the communities will make the numerous sport facilities in the northern suburbs more accessible. There are several golf courses, and the city of Blaine is building a \$16.7 million amateur athletic complex. The complex will include a velodrome, or cycling track, soccer fields, a track and field arena, wrestling and weightlifting facilities. The complex should be completed in January, 1990.

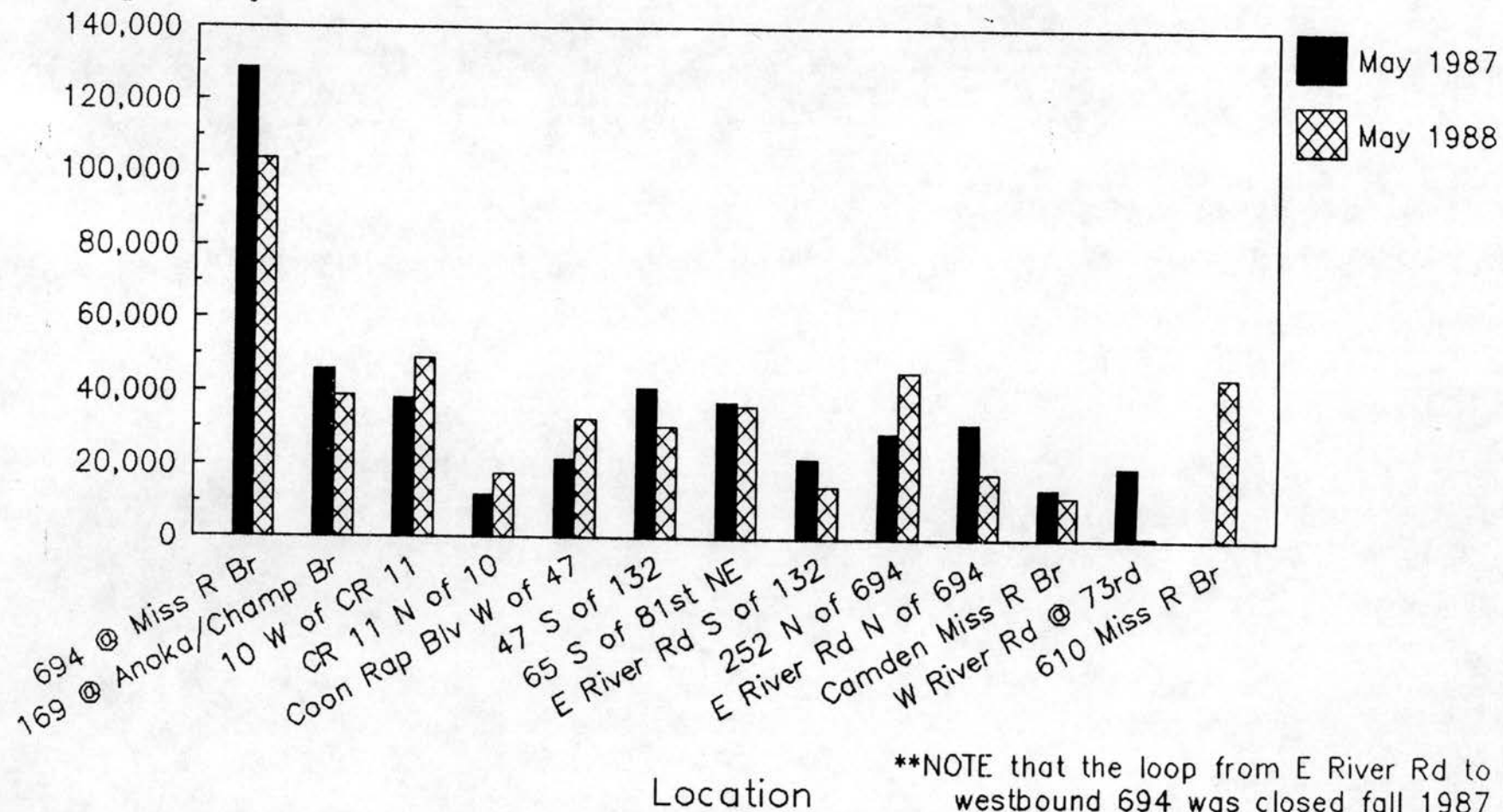
"In general, there is a lot more interaction between the cities," said Dath, "and the city governments cooperate more. The 610/Braun Bridge has really pulled the northern communities together."

#

TH 610 TRAFFIC STUDY

Prepared by
Minnesota Department of Transportation

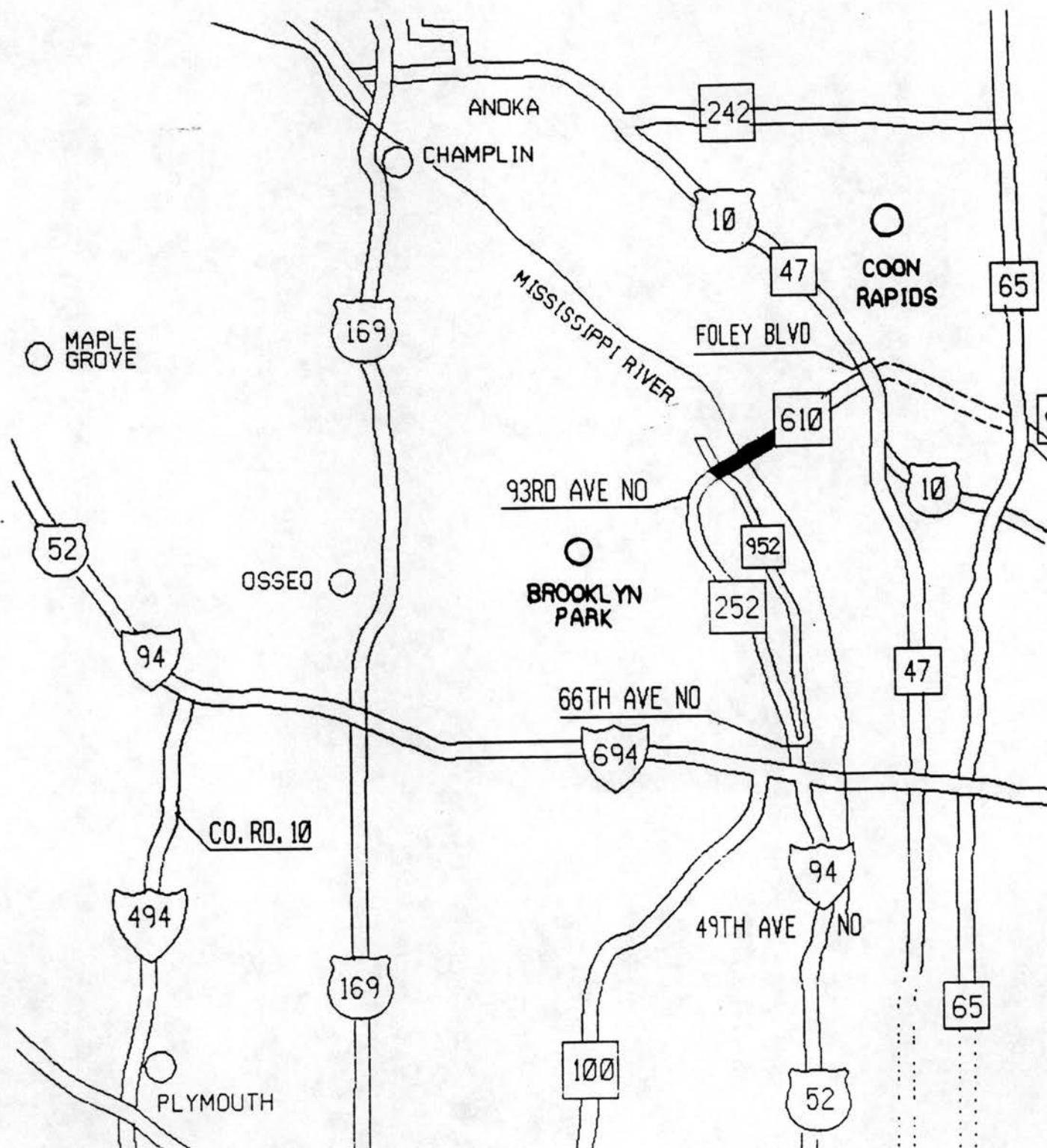
Average Daily Traffic



**NOTE that the loop from E River Rd to westbound 694 was closed fall 1987



THE 610/BRAUN BRIDGE CONNECTING BROOKLYN PARK TO COON RAPIDS





4141 Douglas Drive North • Crystal, MN 55422-1696 • 537-8421

ADMINISTRATIVE OFFICE

December 8, 1988

Mr. Denny Hansen
Hennepin County Traffic Engineer
320 Washington Avenue South
Hopkins, MN 55343-8468

Dear Mr. Hansen:

As we discussed briefly on the phone, Crystal has been experiencing significant traffic problems along the frontage roads adjacent to County Road 81 now that the intersection improvements at County Road 10 have been completed. The realignment of the frontage roads, especially the section west of CR 81 between CR 10 and the Soo Line Railroad, has encouraged or required traffic to use uncontrolled intersections for access with questionable results. The attached petition from commercial/industrial property owners in the area is a representative sample of the complaints being raised at this time.

Crystal has also found that issues related to light rail transit, which is presently proposed within the BN Railroad right-of-way, are complicating the traffic considerations. Potential station locations and related redevelopment sites impact the frontage road access situation to some degree and will undoubtedly aggravate the present situation.

With Crystal currently reviewing the expansion of tax increment districts in this area as a means of promoting redevelopment, it may be worthwhile for Hennepin County and Crystal to consider some form of joint project to correct the traffic problems along this segment of highway corridor.

To assist in your review of this matter, a printout of the police accident reports for the CR 81/Wilshire Avenue intersection is attached. The accidents, which are usually serious given the speeds of vehicles involved, are listed for the last three-year period. Additionally, as noted on the

Mr. Denny Hansen
December 8, 1988
Page 2

attached map, two more uncontrolled intersections on CR 81 at 58th and 60th Avenues should be given some attention, although the traffic problems do not appear as severe as at Wilshire Avenue.

Crystal is aware of the complexity and scope of the issues being raised in this letter; however, the seriousness of the problems merits consideration in a timely manner. I am prepared to meet with you or other County representatives to discuss the situation in further detail.

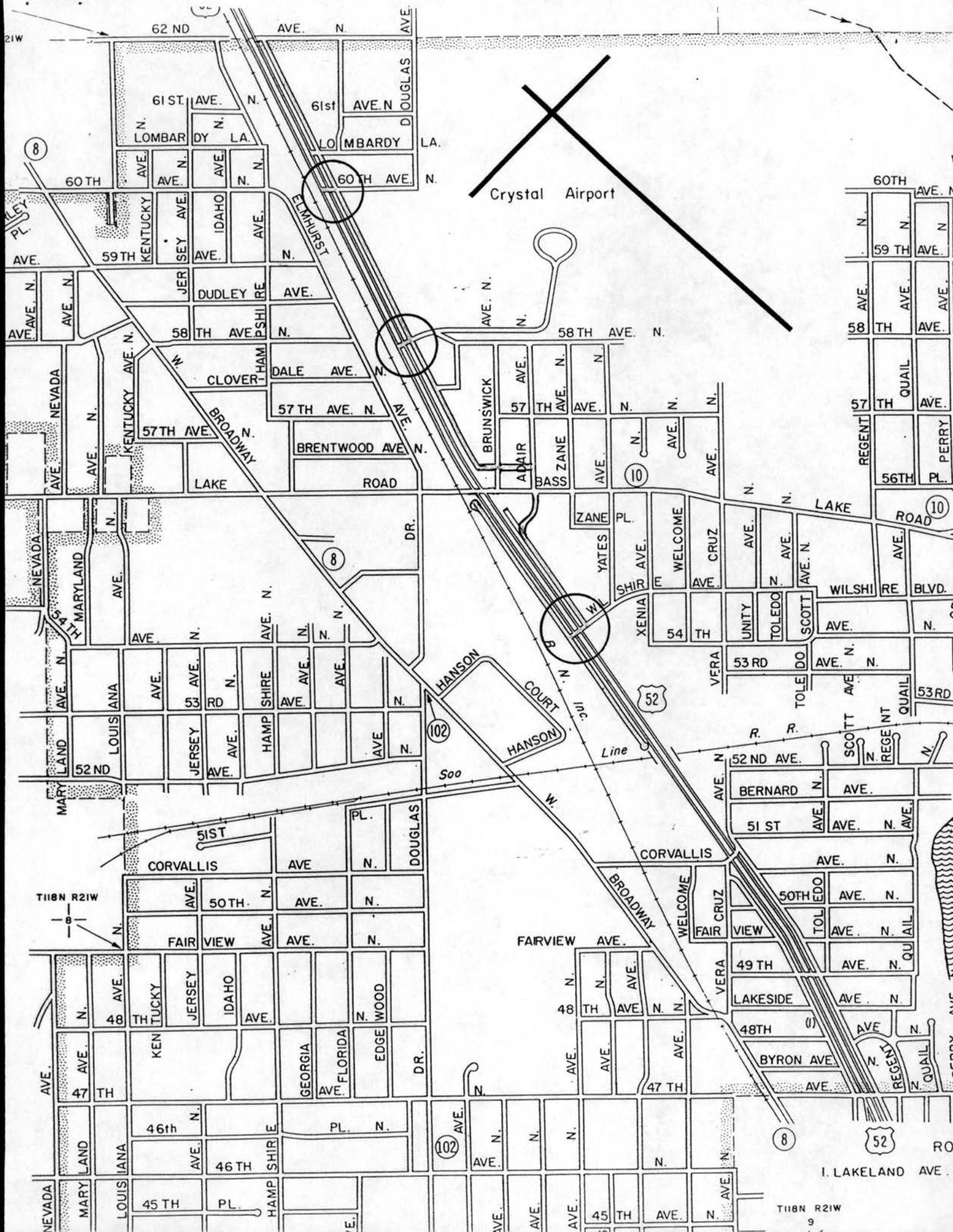
Should you have any questions regarding the items noted above or need additional information, please let me know.

Sincerely,

William Monk
City Engineer

WM:jrs

cc: Jerry Dulgar
Alvan Schrader



12/97/88

CALLS FOR SERVICE (010186 TO 110788) ACCIDENTS
WILSHIRE & CO RD 81 (FORMERLY US HWY 169)
48 ACCIDENTS

PAGE 001

ACTIVITY CD	ACTIVITY CD	LOCATION	DATE REPORT	TIME RECV
00009420	PI ACC MV/MV	WILSHIRE & HWY 169	021886	0700
00009420	PI ACC MV/MV	WILSHIRE & HWY 169	031387	1952
00009420	PI ACC MV/MV	WILSHIRE & HWY 169	050187	1802
00009420	PI ACC MV/MV	WILSHIRE & HWY 169	060387	1550
00009420	PI ACC MV/MV	WILSHIRE & HWY 169	070187	1450
00009420	PI ACC MV/MV	HWY 169 & WILSHIRE	090887	1701
00009420	PI ACC MV/MV	169 & WILSHIRE	080588	1104
00009420	PI ACC MV/MV	CO RD 81 & WILSHIRE	082988	1904
00009420	PI ACC MV/MV	CO RD 81 & WILSHIRE	081488	0715
00009420	PI ACC MV/MV	CO RD 81 & WILSHIRE	092988	1743
00009420	PI ACC MV/MV	WILSHIRE & CO RD 81	102888	1830
00009421	PI ACC MV/MC	WILSHIRE & HWY 169	052087	1702
00009428	H&R PI	WILSHIRE & HWY 169	121787	1710
00009428	H&R PI	169 & WILSHIRE	011586	0619
00009440	PD ACC MV/MV	WILSHIRE & HWY 169	031486	1939
00009440	PD ACC MV/MV	WILSHIRE & HWY 169	052186	1612
00009440	PD ACC MV/MV	169 & WILSHIRE	071986	1105
00009440	PD ACC MV/MV	HWY 169 & WILSHIRE	073186	1144
00009440	PD ACC MV/MV	WILSHIRE & HWY 169	073186	1728
00009440	PD ACC MV/MV	169 & WILSHIRE	082986	1923
00009440	PD ACC MV/MV	HWY 169 & WILSHIRE	101386	1554
00009440	PD ACC MV/MV	WILSHIRE & HWY 169	101686	1900
00009440	PD ACC MV/MV	WILSHIRE & 169	103186	1128
00009440	PD ACC MV/MV	HWY 169 & WILSHIRE	012887	1554
00009440	PD ACC MV/MV	WILSHIRE & HWY 169	012887	1715
00009440	PD ACC MV/MV	WILSHIRE & HWY 169	060387	1752
00009440	PD ACC MV/MV	WILSHIRE & HWY 169	091887	1950
00009440	PD ACC MV/MV	WILSHIRE & HWY 169	092487	0823
00009440	PD ACC MV/MV	WILSHIRE & HWY 169	102187	2050
00009440	PD ACC MV/MV	169 & WILSHIRE	022088	1506
00009440	PD ACC MV/MV	WILSHIRE & HWY 169	071488	1301
00009440	PD ACC MV/MV	WILSHIRE & CO RD 81	071688	1525
00009440	PD ACC MV/MV	WILSHIRE & CO RD 81	081888	1809
00009440	PD ACC MV/MV	CO RD 81 & WILSHIRE	082788	1902
00009440	PD ACC MV/MV	CO RD 81 & WILSHIRE	090388	1043
00009440	PD ACC MV/MV	CO RD 81 & WILSHIRE	091388	1903
00009440	PD ACC MV/MV	CO RD 81 & WILSHIRE	100488	1758
00009440	PD ACC MV/MV	CO RD 81 & WILSHIRE	112088	1940
00009440	PD ACC MV/MV	CO RD 81 & WILSHIRE	061388	1418
00009443	PD AC MV/PRO	WILSHIRE & HWY 169	062887	1843
00009447	PD ACC-OTHER	WILSHIRE & HWY 169		

PI - Personal Injury

H&R - Hit and Run

PD - Property Damage



A. L. S. properties

Real Estate And Investments
5501 Lakeland Avenue North, Crystal, MN 55429
(612) 535-2840
Alvan L. Schrader, Owner

October 28, 1988

CRYSTAL, MN
THE SCHRADER BLDG.
TRAPP ROAD BLDG.

BLAINE, MN
CENTENNIAL SQUARE
MOBILE HOME PARK
CARE FREE SELF-STORAGE

EAU CLAIRE, WI
OAK RIDGE VILLAGE
MOBILE HOME PARK

SIOUX FALLS, SD
SILVER GLEN MOBILE HOME
PARK AND SALES

BRAINERD, MN
STONYBROOK SOUTH
MOBILE HOME PARK
AND SALES

NORTHFIELD, MN
SCHRADER FARMS

HART CUSTOM HOMES, INC.
FRIDLEY
CRYSTAL

Jerry Dulgar
City Manager
4141 No. Douglas Dr.
Crystal, MN. 55422

Subject: Intersection Hwy 169 & Wilshire.

Dear Mr. Dulgar:

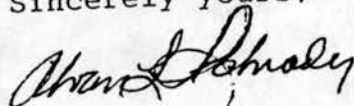
Since the upgrading & construction of the Bass Lake Road and Hwy 169 intersection has commenced, the service drive of Lakeland Ave. No. has been changed, and as you know now terminates in a cul-de-sac. The tenants and myself, the owner of 5501 Lakeland, are sending you this letter to express our deep concern with the problem that has developed at the intersection of Wilshire Blvd. & Hwy 169.

It is virtually impossible to make the crossover into the Northbound lanes of Hwy 169 during anytype of morning or evening rush hour traffic. Further, the absence of a traffic light means taking your life in your hands each time you negotiate this intersection to get off Lakeland. There is no other way to proceed South or North from Lakeland, since now it terminates in either direction.

I fear that Winter time conditions will cause many accidents because of the incline and I hope the bureaucratic system does not take it's normal direction and wait until there is a traffic death before this is resolved.

Please respond to each of the concerned parties on the attached petition as to what can be accomplished in the near future to resolve this problem. You will find not only the tenants in this building but other concerned persons along our street who are involved.

Sincerely yours,


Alvan L. Schrader

ALS:jg

Denny Hansen - Allen City.
6935-3381
Accident report

COMPANY NAME	INDIVIDUAL NAME	ADDRESS
Kost Custom Homes	Robert Vining	5501 Lakeland Ave N
The Schrader Company Inc.	Jane Sherr	5501 Lakeland Ave. No.
Tim Tschewy, Chartered	Tim Tschewy	5501 Lakeland Ave NO.
Tim Tjaden, Chartered	Jule Stevens	5501 Lakeland Ave. No.
John Deere Insurance	Charles Ziegler	5501 Lakeland No.
Wolfe & Co financial serv	Joe Wolfe	5501 Lakeland No
Ziegler Agency	Jackie Edwin	5501 Lakeland No
Mike Patton Realty	Mike Patton	5501 Lakeland No.
HOLIDAY STATION #50	Mike Patton	5521 LAKELAND NO.
MUFFLER CLIPIC	Stephen G. Pouch	5531 LAKELAND AVE N
U-Haul	Daniel F. Pouch	5465 Lakeland Ave N
CARPET KING	William L. Williams	5445 LAKELAND AV. NO
C. J. Frank Furniture	Thomas Castaneda	5419 Lakeland Ave N.
Vern Teichrow Acctg	Vern Teichrow	5501 Lakeland N #20.

Unlock the door to public service....



League of Minnesota Cities Conference for Newly Elected Officials

**Saturday, January 28, 1989
Hotel Sofitel, Bloomington**

**5602 W. 78th Street
Intersection of I-494 and Hwy. 100**

Recognizing the tough job and serious responsibilities confronting the newly-elected city official, the League of Minnesota Cities is offering a one-day Conference for Newly Elected Officials to ease the transition. The program will provide basic information about elected officials' new responsibilities and suggestions as to where to get help.

Topics

Programs to get you started:

- Councils: what they can and cannot do
- Minnesota Open Meeting Law and Data Practices Act
- Personal Liability and Conflict of Interest

Break-out sessions for small, medium, and large cities (Under 1,000; 1-5,000; and over 5,000):

- Budgeting and finance
- Planning and zoning
- Personnel and labor relations

Meet the Staff

A special early morning pre-conference welcome is scheduled for 8:00 a.m. will be hosted by the League of Minnesota Cities and the Association of Metropolitan Municipalities.

Come meet the folks who work for you. LMC and AMM staff and board members are anxious to get to know you. This session presents a way for you to learn more about what they can provide: research and inquiry service, lobbying activities, 4M Fund investment opportunities, insurance trust, and more.

Registration

The registration fee for this Conference is \$50.00 per person including lunch.

See registration form attached. Hotel accommodations at the Hotel Sofitel are \$50.00 for single or double occupancy.

Two special Pre-Conference Sessions on Friday, January 27 presented by the Government Training Service (GTS):

Two special seminars are scheduled the day before this Conference for newly elected officials and veterans. Take advantage of these opportunities to learn some of the techniques that will help enhance your effectiveness in public office.

Seminar #1 8:30 a.m. - 4:30 a.m.

"Meeting the Municipal Governance Challenge -- Through Strategic Thinking, Revenue Diversification and Visible Popular Support"

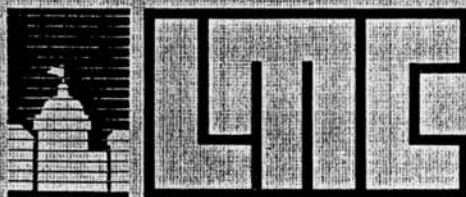
Seminar #2 7:00 - 9:00 p.m.

"The Art of Public Decision-Making -- Understanding Small Group Dynamics and Other Secrets of Council Behavior" Sponsored by Women in City Government

Contact GTS (202 Minnesota Building, 46 East 4th Street, St. Paul, MN 55101 612/222-7409 or Minnesota Toll Free 800/652-9719) for a direct mailing.

League of Minnesota Cities Conference for Newly Elected Officials Saturday, January 28, 1989

Hotel Sofitel, Bloomington



January 28, 1989

Conference for Newly Elected Officials

Hotel Sofitel, Bloomington

Registration Form

City: _____ Contact Person: _____ Telephone #: _____
A.C.

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Name	Title	Address	Zip Code

Registration per person: \$50.00

Make checks payable and
MAIL TO: League of Minnesota Cities, 183 University Avenue East, St. Paul, MN 55101

Housing Reservation Form

MAIL TO: Hotel Sofitel
5601 W. 78th Street
Bloomington, MN 55435-3899
(612) 835-1900

League of Minnesota Cities
Conference for Newly Elected Officials
January 28, 1989

Name _____
Representing _____
Address _____
City _____ State _____ Zip _____

To insure space/rate availability, please respond
prior to January 11, 1989.

Please specify:

\$50.00 + Tax Single (One Person)
\$50.00 + Tax Double (Two People)

I will arrive after 4:00 p.m. Please guarantee the
reservation with:

/ - - / / - - / / - - /
Month Day Year Arrival Time Month Day Year
Arrival Date Departure Date

(Credit Card) _____ Number and Expiration Date

Check in time 3:00 p.m.
Check out time 12:00 noon

Phone: (_____) _____

PARK AND RECREATION ADVISORY COMMISSION

Agenda

January 4, 1989

1. Call meeting to order 7 p.m.
2. Approval of minutes
3. Review monthly report
4. Review preliminary floor plan - Crystal Community Center
5. Review revised copy of the proposed Crystal Park dedication ordinances - attached
6. Committee assignments - 1989
7. Adopt-a-Park plan - Mary/Mark
8. Set date and activities for Sno-Fun Days - dedicate Lions play equipment same date
9. Review 1988 Swim pool report
10. Long Range Planning Commission Meeting - Mark
11. Other business
12. Adjournment

CITY of CRYSTAL

City of Crystal NEWSLETTER

170 Number 69

January 1989 ~~October 1988~~

New Mayor, Councilmembers Take Office This Month

Advisory Commission. He served from 1985 to 1988.

Re-elected to the Section I Council seat was John Moravec. Moravec has been on the City Council since 1984.

Other Councilmembers are Rollic Smothers, Section II Councilmember, Adrian Rygg, Ward 2 Councilmember and Pauline Langsdorf, Ward 1 Councilmember.

Section I is comprised of Wards 1 and 2 and Section II is comprised of Wards 3 and 4.

The City Council meets the first and third Tuesdays of the month. Council meetings are cablecast live on cable channel 37 and re-cablecast at 12 noon on the Thursdays following the meeting.

A new Mayor and several new Councilmembers were sworn into office on January 3 to begin their 3-year terms.

Elected as Mayor was Betty Herbes, formerly the fourth ward Councilmember. Mayor Herbes has been on the City Council for five years and previous to that was on the Park and Recreation Advisory Commission.

Gary Grimes was chosen by the voters to become the fourth ward Councilmember. Grimes also served on the Park and Recreation Advisory Commission. He served on the Commission for eight years.

Selected in the third ward was Elmer Carlson. As with Mayor Herbes and Councilmember Grimes, Carlson was a member of the Park and Recreation

Center Bonds to be Sold

Jan. 17 *Later This Year*

The City of Crystal will be selling bonds for the construction of a new Community Center to be located at 49th and Douglas Drive near the municipal swimming pool.

These bonds, to be sold at 2 p.m. January 17, will be sold by sealed bid to the low bidder. If any resident wishes to purchase any bonds they will be available through local banks and bond brokerage firms.

You may want to contact one of these firms prior to January 17 to place your order.

They will be issued in \$5,000 denominations at several different interest rates with maturity from 1992 to 2005.

For a listing of bidders of previous bond issues, please contact the Crystal City Treasurer at 537-8421.

Senior Sewer Discount Program Expanded to Renters

For a number of years, the City of Crystal has operated a sewer rate discount program for senior and disabled residents.

The program allows for eligible senior and disabled citizens to be charged for sewer usage at a reduced quarterly rate.

For purposes of this program, a senior citizen is defined as an individual who has attained the age of sixty-five (65) while a disabled person is an individual receiving disability benefits from the U.S. Social Security System.

Up to this point, only homeowners and renters directly billed for sewer service were eligible for this program.

Recently, however, the City Council modified the program qualifications to read as follows: "Eligible individuals must be an owner of the property in which he/she resides or the principal renter as noted on the Certificate of Rent Paid."

This change expands the program effective January 1, 1989, to many renters previously excluded.

In the very near future, notices concerning the program details will be circulated in an effort to contact all eligible residents. Should you have any questions concerning this program, please feel free to call the Utility Billing Clerk at City Hall.

More information will be provided in a later issue of the newsletter.

Just before the bonds are sold

Changes in Law Affect Juveniles

It is no longer possible for parents to have a child sent to court for incorrigibility. The legislature eliminated that section of the juvenile code effective last August.

Parents who have a child who is out-of-control may be able to access the court system for assistance other ways however. A private attorney can file a "CHIPS" (Child in Need of Protective Services) petition on behalf of parents.

Attorneys through the Legal Rights Center (871-4886) or Legal Aid (827-3774) may be available to assist parents, free of charge. The Hennepin County Bar Association (339-8777) will provide citizens with a list of other attorneys who practice juvenile law.

If a parent has been assaulted by a child, they should call the police. It is also possible for parents to request an "Order for Protection" through the Domestic Assault Division, Level A in the Government Center (348-5073). Such an order would have a violent child removed from the home.

If an out-of-control child intentionally damages property belonging to other family members, parents (or siblings) may ask police to take a "Criminal Damage to Property" report. Such a report will be assigned to a police investigator who will gather evidence and may send the child to court.

While the legislature passed a "semi-emancipation" law for 16 and 17-year-olds, it has not been implemented in Hennepin County yet. Some parents and juveniles mistakenly believe that the passage of this law means juveniles can choose to live independently or parents can throw a teenager out.

This is not true. If Hennepin County chooses to use this law, juveniles and/or parents would have to appear in court, show that the child is able to care for themselves, and receive court permission to do so before they could live independently.

Parents who decide to throw a child under age 18 out of the house could be investigated for neglect of that child.

The law now allows the court to order parents to participate in a treatment plan to benefit their child. For example, if the court should find that a child is running from home because of problems with an alcoholic parent, the court can order the parent to do something to solve their alcohol problem.

Another change in the law mandates that police notify schools when they have contact with a juvenile who has violated the drug or alcohol laws. The intent of this law is to get help for kids before they develop a serious drug or alcohol abuse problem.

A person must be 21 years of age to use, possess, or purchase alcohol. (Children may use alcohol legally in their own homes, in the presence of their parents, and with parent's permission.)

Marijuana and other street drugs are always illegal to use, possess, sell, or purchase. Drug paraphernalia is illegal to possess if it has been used with an illegal drug.

It is also illegal to make or sell a simulated controlled substance ("turkey drugs").

Anyone who has questions about the above laws may contact either Juvenile Specialist Susan Carstens or Juvenile Investigator David Downing at 537-8421.

Elks Sponsor Hoop Shoot Competition

Local competition for the Annual Elks Hoop Shoot, the national free throw shooting contest for youngsters 8 through 13 will be conducted at Cooper High School on February 5.

The competition, in which over 3½ million youngsters participated throughout the country last year for the right to become national free throw shooting champion, is in its seventeenth year on a national basis.

HOME ENERGY/ EFFICIENCY/ CHECK-UPS

Crystal residents can now participate in a home energy efficiency check-up program.

This program is offered through the City with cooperation from West Hennepin Human Services and funded by Minnegasco, NSP, and the Minnesota Dept. of Public Service.

A professional energy auditor will conduct an air exchange test which helps determine problem leaks throughout your home. The auditor also provides each participant with \$20-40 worth of conservation materials.

Many residents will be able to qualify for this check-up program free of charge.

Those who qualify are low income residents, senior citizens, renters, handicapped or single parent/head of households. Other residents will be charged \$10 for the audit which is approximately an \$80 value.

Low income residents may also qualify for further assistance if substantial weatherization is needed on their home.

For more information on income guidelines or to register for this program, call West Hennepin Human Services at 927-8387.

Boys and girls in age categories 8-9, 10-11, and 12-13 compete for the chance to advance to district, state, regional and finally national contest. The boy and girl in each division recording the most free throws made out of 25 will compete against other winners in the district event, which will be held at Stillwater on February 12.

Winners of the regional contest will compete for the national title at Market Square Arena in Indianapolis. Names of the national winners will be inscribed on the Elks National "Hoop Shoot" plaque on permanent display in the Naismith Memorial Basketball Hall of Fame in Springfield, Massachusetts.

1989 CONTEST DATES

Local Lodge Elks 44	February 5
Cooper High School	1:00 p.m.
Metro District	February 12
Stillwater, MN	
State Finals	February 25
Hutchinson, MN	
National Regionals	March
Iowa City, IA	
National Finals	April
Indianapolis, IN	

Open to all boys and girls, ages 8 through 13. Contestant age group will be determined by their age as of April 1, 1989. This will be the responsibility of the local director.

Boys and girls in the 8-9 age category will shoot four feet in front of the regulation foul line. This year a regulation size girls' official basketball will be in use.

Any questions, please contact:

Ron Olsonoski
7816 Colorado Ave. No.
Brooklyn Park, MN 55443
Telephone: Home — 560-2135

RECYCLING AT CITY HALL—

In order to offer more recycling opportunities to residents, a recycling drop-off has been established in the City Hall parking lot. Each Saturday from 10-2, a Super Cycle truck parks in the lot to accept newspapers, cans, glass, and corrugated cardboard. This drop-off will continue until curbside service begins. If you would like more information, call the Crystal Recycling Coordinator at 537-8421, ext. 135.

Recreation Department Provides Winter Activities for all Residents

YOUTH ACTIVITIES

INDOOR FLOOR HOCKEY

What: Learn and play the exciting game of floor hockey.
Who: Division I: 2nd and 3rd graders.
 Division II: 4th and 5th graders.
When: Monday evenings, February 27, March 6 and 13.
Where: Lincoln Elementary, 62nd & West Broadway.
Fee: \$5.
Deadline to Register: February 17, 1989.

INDOOR PILLO POLO

What: Learn and play the fast-paced game of pillo polo.
Who: Division I: 2nd and 3rd graders.
 Division II: 4th and 5th graders.
When: Monday evenings, April 3-17.
Where: Lincoln Elementary, 62nd & West Broadway.
Fee: \$5.
Deadline to Register: March 28, 1989.

INDOOR NERF SOCCER

What: A fun, fast, exciting new game where a nerf soccer ball is used and the whole gym is in play.
Who: Boys and girls in grades K & 1.
When: Thursday evenings, February 16-March 16.
Where: Neill Gym C, 27th & Florida.
Fee: \$7.
Deadline to Register: February 10, 1989.

COOKING FOR KIDS

What: Plan menus, prepare basic foods and then eat lunch together.
Who: Boys and girls ages 6-8.
When: Saturdays, February 4-25, 1989.
Where: Crystal City Hall Community Room.
Time: 12-2 p.m.
Fee: \$12.
Deadline to Register: January 27, 1989.

PRE-SCHOOL ACTIVITIES

FAMILY FUN

What: A variety of activities: crafts, games and songs designed for pre-schoolers.
Who: Parents and Pre-school children ages 2½-5 (age as of January 1, 1989). Children must be accompanied by an adult.
When: Session 1: Saturday, March 4.
 Session 2: Saturday, April 1.
Where: Becker Park: 6225 56th Ave. No.
Time: 10-11:15 a.m.
Fee: \$3 per session (per family) or \$5 for both sessions (per family).
Registration Deadline:
 Session 1: Monday, February 27.
 Session 2: Monday, March 27.
 Minimum of 4/Maximum of 8.

KID'S KAPERS

What: A fun-filled program for children. Activities include games, crafts, stories and treats with instructor Jill Barrett.
Who: Boys and girls ages 4-6.
When: Saturday mornings, February 4-25, 1989.
Where: Crystal City Hall Community Room.
Time: 10-11:30 a.m.
Fee: \$8.
Deadline to Register: January 27, 1989.

TEEN NIGHTS

January Event

What: A skating party, hockey, hot chocolate, contests, door prizes and fun!
Who: All middle school students.
When: Friday, January 13.
Where: Welcome Park, 46th & Welcome.
Time: 7-9 p.m.
Fee: FREE!!

February Event

What: A Valentine's Dance with disc jockeys and music, door prizes and surprises!
Who: All middle school students.
When: Friday, February 10, 1989.
Where: Hosterman Middle School.
Time: 7-10 p.m.
Fee: \$3. Tickets may be purchased in advance at the school or at the door.

ADULT ACTIVITIES

WALK YOUR WAY TO FITNESS

What: Design your fitness program through walking.
Who: Adults of any age — no children please.
When: Mondays-Thursdays. Join at any time, go as often as you wish. Program meets thru March 16, 1989.
Where: Sandburg Middle School.
Time: 6-8 p.m.
Fee: \$3 for the season.
Registration Deadline: None, register.

WINTER FACILITIES

SUPERVISED SKATING RINKS

Open through February 12, 1989 weather permitting.

Rinks	Address	Hrs. M-F
Broadway	5911 West Broadway	5-9 p.m.
Bassett Creek	6001 32nd Ave. No.	5-9 p.m.
Twin Oak	5116 Wilshire Blvd.	5-9 p.m.
Forest	7001 48th Ave. No.	5-9 p.m.
Iron Horse	5155 Kentucky Ave. No.	5-9 p.m.
Yunkers	8617 31st Ave. No.	5-9 p.m.
Lions Valley Place	6822 32nd Ave. No.	5-9 p.m.
North Lions	Kentucky & Lombardy Lane	5-9 p.m.
Crystal Highlands	3711 Jersey Ave. No.	5-9 p.m.
Welcome	4630 Welcome Ave.	5-9 p.m.
	Sat.	Sun.
	1-5/6-9 p.m.	1-5 p.m.
	1-5/6-9 p.m.	1-5 p.m.
	1-5/6-9 p.m.	1-5 p.m.
	1-6 p.m.	1-5 p.m.
	1-6 p.m.	1-5 p.m.
	1-6 p.m.	1-5 p.m.
	1-5/6-9 p.m.	1-5 p.m.
	1-5/6-9 p.m.	1-5 p.m.
	1-5/6-9 p.m.	1-5 p.m.
	1-5/6-9 p.m.	1-5 p.m.

SCHOOL VACATION HOURS

Weekdays: 1-5/6-9 p.m.
 December 24, 31: 1-4 p.m.
 Closed December 25, January 1

UNSUPERVISED SKATING RINKS:

Open through February 12, 1989 weather permitting.

Cavanagh	5400 Corvallis Ave. No.
Skyway	61st & Florida Ave. No.
North Bass Lake	56th & Welcome
Brownwood	42nd & Idaho
Sunnyview	30th & Hampshire

Businesses, Groups, Individuals Encouraged to Support Arts Fund

The City of Crystal Ad Hoc Committee on the Arts invites area businesses and civic groups to participate in the Becker Park Performing Arts Center program through donations to the Performance Fund. Approximately 50 performances are scheduled at the park's new outdoor theater.

Local organizations may become a "Becker Park Patron of the Arts" by donating any amount towards sponsorship of these performances. Donation of \$100 or more receive an engraved wall plaque.

Last year, 15 local companies and over 25 individuals contributed to the Performing Arts Fund, which provided funding for several additional concerts. In addition, the city received an arts grant from the

Metropolitan Council for Becker Park programming.

For more information, please contact Ed Brandeen or Michael Anderson at the Crystal Park and Recreation Department at 537-8421.

Individual Sustaining Membership Program

Individuals have the opportunity to become a "Sustaining Member" of the Becker Park Performing Arts Center program through donation of \$7.50 or more to the Performance Fund.

Sustaining members receives a certificate suitable for framing and will be placed on a mailing list to obtain information on all Becker Park Arts programming.

Return Your Homestead Card

Homestead cards were mailed to Crystal homeowners on December 30, 1988. If you should have received one but did not, give the City Assessing Department a call.

The department is also asking those who received cards to sign and return them promptly to keep your homestead in effect.

Residents should also be aware of a new law affecting first time home buyers. Homeowners whose parents were required to sign your deed to obtain financing, you must also sign for full homestead. Please call the assessing department about this

Snow Day

Snow shoveling

8R

BECKER PARK PERFORMING ARTS PROGRAM SUSTAINING MEMBERSHIP

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

Enclosed please find a contribution in the amount of _____
to the Becker Park Performing Arts Program.

Return to: Crystal Parks and Recreation Department
4141 Douglas Drive North
Crystal, Minnesota 55422

GOODWILL CENTER TIME CHANGE NOTICE

During the winter months, the Goodwill Attended Donation Center has changed its hours to 9 a.m.-5 p.m., Monday-Sunday. The Center, located in the Connco Shoes parking lot in Brooklyn Park, will resume its 10-6 hours in the spring.

Police Non-Emergency Telephone Numbers

8 a.m.-4:30 p.m. — 537-8421

Before 8 a.m. &

After 4:30 p.m. — 537-4571

VOTE ON ELECTION DAY NOVEMBER 8

CITY OF CRYSTAL
4141 Douglas Drive North
Crystal, Minnesota 55422
CITY COUNCIL MEETINGS
First and third Tuesday
of the month—7 p.m.

MAYOR

Thomas Aaker

COUNCILMEMBERS

Rollie Smothers

Betty Herbes

John Moravec

Pauline Langsdorf

Adrian Rygg

Steven Leppa

CITY MANAGER

Jerry Dugar

CITY NUMBERS

Administration537-8421

Fire Department537-8474

Police Department537-8474

Parks and Recreation537-8421

(After 4:30 p.m.)537-8559

Police-Fire

Emergency911

CITY OF CRYSTAL
NEWSLETTER
(Time Sensitive)
Deliver by ~~October 21~~

CAR-RT SORT
Bulk Rate
U.S. Postage

PAID

Minneapolis, MN
Permit No. 851

"an informed citizen is a good citizen"

Calendar of Events

FEBRUARY 1989

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1 Park & Recreation Advisory Commission, 7 p.m.	2	3	4
5	6 Chinese New Year (Snake)	7 City Council, 7:00 p.m. Police Reserves, 7:30 p.m.	8 Ash Wednesday	9 Crystal HRA, 7:30 p.m. District 46 Repub., 7:30 p.m.	10	11 DWI Class, 8:30 a.m.
12 Lincoln's Birthday	13 Planning Commission, 7:30 p.m.	14 Long-Range Planning, 7:00 p.m. Valentine's Day	15 District 46 DFL, 7:00 p.m.	16 Environ. Quality Commission, 7:30 p.m.	17	18
19	20 Presidents' Day	21 City Council, 7:00 p.m.	22 Charter Commission, 7:00 p.m., Washington's Birthday	23	24	25
26	27 Human Relations Commission, 7:00 p.m.	28				

MARCH 1989

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1 Park & Recreation Advisory Commission, 7:00 p.m.	2	3	4
5	6 Home Extension, 6:30 p.m.	7 City Council, 7:00 p.m. Police Reserves, 7:30 p.m.	8	9 Crystal HRA, 7:30 p.m. District 46 Repub., 7:30 p.m.	10	11 DWI Class, 8:30 a.m.
12	13 Planning Commission, 7:30 p.m.	14 Long-Range Planning, 7:00 p.m.	15 District 46 DFL, 7:00 p.m.	16 Environ. Quality Commission, 7:30 p.m.	17 St. Patrick's Day	18
19 Palm Sunday	20	21 City Council, 7:00 p.m. Spring begins	22	23	24 Good Friday	25
26 Easter	27 Human Relations Commission, 7:00 p.m.	28	29 Charter Commission, 7:00 p.m.	30	31	

APRIL 1989

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1 April Fools' Day
2	3	4 City Council, 7:00 p.m. Police Reserves, 7:30 p.m.	5 Park & Recreation Advisory Commission, 7:00 p.m.	6 Home Extension, 6:30 p.m.	7	8 DWI Class, 8:30 a.m.
9	10 Planning Commission, 7:30 p.m.	11 Long-Range Planning, 7:00 p.m.	12	13 Crystal HRA, 7:30 p.m. District 46 Repub., 7:30 p.m.	14	15
16	17	18 City Council, 7:00 p.m.	19 District 46 DFL, 7:00 p.m.	20 Environ. Quality Commission, 7:30 p.m. Passover	21	22
23	24 Human Relations Commission, 7:00 p.m.	25	26 Charter Commission, 7:00 p.m.	27	28	29
30 Daylight Savings — set ahead 1 hour						

Recreation-Continued from P. 3

ADULT SOFTBALL LEAGUES

League play organized in Men's, Women's, and Co-Rec Divisions.

Men's Leagues: Play on Tuesdays and Thursdays.

Women's Leagues: Play on Wednesdays.

Co-Rec Leagues: Play on Mondays.

Organizational meetings will be held in late February, early March. Please call after February 1 for meeting information.

ADULT SKI TRIPS

What: Daytime ski trips for adults.

When, Where & Fee:

Jan. 11-Trollhaugen	\$25
Jan. 18-Welch Village	25
Jan. 25-Wild Mountain	25
Feb. 1-Afton Alps	25
Feb. 8-Welch Village	25
Feb. 22-Spirit Mountain	25

Deadline to Register: Friday preceding the trip. Call the Park and Recreation office for specific information.

DRAWING AND PAINTING WITH MIRIAM

What: Learn the fundamentals of art media. Instructor Miriam Arneson will assist you in your selected medium — charcoal, chalk, oils, water-colors or acrylics.

When: Thursday mornings.

Time: 9:30 a.m.-12 noon.

Dates: January 12-March 2, 1989.

Where: Robbin Gallery, 42nd

Avenue and railroad tracks.

Cost: \$16 for Seniors/\$32 for non-Seniors.

Deadline to Register: January 6, 1989.

Note: You must supply your own materials.

OVER 50 AND FIT

Mary is back to teach the class that makes you feel great all over! Class is divided into three parts — warm up, mat work to work the entire body (especially waist, thighs, abdomen and arms), and a low-impact aerobic phase to improve your cardiac endurance. **NOTE:** Due to Thorson closing, class has been moved to New Hope Ice Arena.

When: Monday and Wednesday mornings.

Time: 9:30-10:30 a.m.

Dates: February 20-March 29.

Where: New Hope Ice Arena, 49th and Louisiana, upstairs (There is an elevator).

Cost: \$9.50 per session or \$1 per time for drop-in.

Deadline to Register: Friday preceding session start.

Wear comfortable clothing and bring your own mat!

COMMUNITY TRIPSTERS

What: A program for seniors who like to travel. We offer one day trips on a monthly basis plus several longer trips per year.

Who: Adults age 55+. Information is mailed through the Crystal Friendship newsletter.

SENIOR MEMBERSHIP

What: Participation in Crystal Friendship Center interest groups, monthly newsletter, free bus for "members only" trips, class discounts, and parties.

Who: Adults age 55+.

When: Center hours are Tuesday, Thursday and Friday from 11 a.m.-5 p.m. Monday and Wednesday from 11 a.m.-10 p.m. Interest groups meet at various times.

Where: Crystal Knights of Columbus, 4947 West Broadway.

Fee: \$5 per year.

Register: In the Park and Recreation Office.

SENIOR

SPECIAL INTEREST GROUPS

Bridge — meets Tuesday and Friday afternoons at 1 p.m. and Wednesday evening at 6:30 p.m.

Brunch Bunch/Lunch Bunch — meets the second Wednesday of the month. A topic and speaker are featured.*

Cable TV — meets monthly at Northwest Cable Studio, Brooklyn Park. Group produces the "Seniors on Screen" program.

Cribbage — meets Thursday afternoons at 1 p.m.

Duplicate Bridge — meets Monday afternoons at 12:30 p.m.

Executive Committee — meets the second Tuesday of the month at 11 a.m. to plan center activities.

500 — meets Wednesday afternoons at 12:30 p.m. and Monday evenings at 7 p.m.

Hiking Group — meets weekly and carools to local areas. Co-sponsored with Golden Valley Seniors.

Out to Lunch Bunch — meets monthly to carpool or bus to area restaurants (day varies).*

Poker for Fun — meets Tuesday and Friday afternoons at 1 p.m.

*Pre-registration and/or additional fee may be required.

SENIOR NUTRITION PROGRAM

The Senior Nutrition Program serves meals Monday-Friday at the Crystal Knights of Columbus Hall, 4947 West Broadway at 12 noon. Donations for the meal are accepted with suggested income guidelines. Menus are posted in the *Crystal Friendship* newsletter, the *North Hennepin Post* and the *Minneapolis Star Tribune*. Reservations must be made at least 2 working days in advance by calling Nancy at 537-6077 between 9 a.m. and 1:30 p.m.

5 CITIES PLUS

5 Cities Plus is a home pick-up service scheduled to begin on March 1, 1989 for residents of Crystal and Robbinsdale. An expansion of the 5 Cities Transportation Project, mini-coach transportation will be provided from your home to Senior Adult activities and the Senior Nutrition Program at the KC Hall and Brookdale.

Priority registration is now being taken for this service. Please call Rita at 537-4534 ext. 33 before February 15, 1989 to register and receive information for the 5 Cities Plus program.

ADAPTIVE PROGRAMS

Activities for Individuals with Developmental Disabilities

The eight northwest suburbs contract with West Hennepin Community Center to provide activities for persons with developmental disabilities. Activity fees are charged. Contact WHCC at 933-9105 for more information.

Friday Night Fever: (Young adults) January 20-March 20 at Pilgrim Lane and Northport Schools.

Bowling: (Young adults) January 21-March 18 at DoYLES.

Sunshine Kids: (Youth) January 21-March 18 at Zancwood Community Center.

Youth Connection: (Youth) January 26-March 23 at Fair School.

Teen Action: (Teens) As arranged.

Integration opportunities are available in Crystal Park and Recreation programs. For more information call Barb at WHCC (933-9105).

The House: Mental Health Drop-In. Activities are planned two afternoons and one evening a week. Please call Mary Andrashko at 533-5213 for more information.

Courage Center. A wide range of activities and services for youth and adults with physical disabilities, speech and/or hearing impairments are provided through Courage Center. For more information contact 588-0811.

EMPLOYMENT OPPORTUNITIES

Applications for summer employment are now being accepted in the Park and Recreation Office. These positions are now available:

WSI
Lifeguard
Playground Leader
Softball Instructor
Crossing Guards
Basketball Attendants
Concession Manager/Workers
Playground Aides
Softball Instruction Aides
Minimum age: 16.

THINK SPRING! CRYSTAL JAZZ FESTIVAL

Mark your calendars for May 19, 20 and 21 when the Performing Arts Center at Becker will host the second annual Crystal Jazz Festival. This year's festival will feature Patty Peterson and the Peterson Family Reunion, Spirit, Latin Jazz Combo and L.A. Guitarist Herb Ellis. Watch for more information in the next city newsletter and Park and Recreation Bulletin.

SUMMER CONCERT SERIES KICKOFF JUNE 4

The 1989 Arts in the Park Series will begin with the concert by the nationally known blues band, the Hoopsnakes, The Rocking Hollywoods, Limited Warranty, the Minneapolis Chamber Symphony and a few of the groups.

CRYSTAL LIONS ANNUAL SNOW DAY

The Annual Snow Fun Day sponsored by the Crystal Lions Club and the Park and Recreation Advisory Commission will be held Sunday February 5 from 1:15 - 3:30pm at Lions Valley Place Park - 32nd and Jersey Av. N.. Several events of interest for the entire family will be planned. These events include sliding and skating races for all ages.

In addition, the new playground equipment recently installed at the park will be dedicated. The Crystal Lions Club donated the entire cost of the new equipment.

Snow Fun Day is a free event.

Property Owners
Required to
Shovel Sidewalks

According to City ordinance, owners of property ~~adjacent to sidewalks~~ adjacent to sidewalks are responsible for shovelling ^{to the full width} and /or clearing the sidewalks) within 12 hours after snowfall has stopped.

The City maintains and clears the sidewalks on the County roads such as Douglas Drive, 42nd Ave, West Broadway and Bass Lake Road.

If a property owner does not clear the sidewalk the City can hire the work done and place the cost of the work on the taxes.

Snow removal is necessary to provide for the safety of the residents in your neighborhood ^{hood,} and yourself, so if you do have a sidewalk, please keep it clear of snow.

January 3, 1988

TO: CITY OF CRYSTAL COUNCILMEMBERS

FROM: Darlene George, City Clerk *Darlene*

RE: \$3.00 fee for coffee

It has been the policy in the past to collect \$3.00 from each councilmember at the beginning of the year for the coffee fund. This money is used to purchase the coffee that is used for the City Council meetings during the year.

This memo will serve as your invoice and you may get the money to me at your convenience. Thank you for your cooperation.