



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

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*Dulgar Darlene*

## COUNCIL AGENDA

February 7, 1989

Pursuant to due call and notice thereof, the Regular meeting of the Crystal City Council was held on February 7, 1989, at 7:00 P.M., at 4141 Douglas Drive, Crystal, Minnesota.

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

### Councilmembers

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

### Staff

P Dulgar  
P Olson  
P Kennedy  
P Monk  
A Peterson  
P George  
P Johnson  
— Kelly

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

1. The City Council considered the minutes of the Regular City Council meeting of January 17, 1989.

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

\_\_\_\_\_ to) the  
minutes of the Regular City Council meeting of January 17, 1989.

Motion Carried.

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 consider a preliminary plat of the Crystal Community Center Addition located at 4800 Douglas Drive. The Mayor asked those present to voice their opinions or to ask questions concerning this matter. Those present and heard were:

The Mayor closed the Public Hearing.

Moved by Councilmember R and seconded by Councilmember S to (approve as recommended by the Planning Commission) (deny) (continue until \_\_\_\_\_ the discussion of) the preliminary plat of the Crystal Community Center Addition located at 4800 Douglas Drive.

Motion Carried.

*Mayor Herbes recognized Boy Scouts in attendance who were present to learn about the City Government process.* REGULAR AGENDA

1. The City Council considered the resignation of Hugh Munns from the Environmental Quality Commission.

Moved by Councilmember S and seconded by Councilmember L to accept the resignation of Hugh Munns from the Environmental Quality Commission effective January 17, 1989.

Motion Carried.

2. The City Council considered the applications for appointment to the Park & Recreation Advisory Commission of William T. O'Reilly, 3124 Welcome Avenue North, and Marlyn H. Theisen, 6807 - 50th Avenue North, for terms expiring 12-31-89. *Applicants did not appear.*

*L / A to continue until February 21, 1989 meeting.  
Motion Carried.*

Moved by Councilmember ~~\_\_\_\_\_~~ and seconded by Councilmember \_\_\_\_\_ to appoint \_\_\_\_\_ and \_\_\_\_\_ to the Park & Recreation Advisory Commission for terms expiring 12-31-89.

Motion Carried.

3. The City Council considered Article III of the property lease agreement for 5548 Lakeland Avenue North as requested by Norling Motors. *Gunnar Norling appeared and was heard.*

*Councilmember Moravec ~~presented~~ stated that this item had been tabled rather than continued at the January 17, 1989 meeting and requested a vote for removal from the table. (He neglected to make the correction at the time minutes were approved). The vote was unanimous to remove the item from the table.*

Moved by Councilmember S and seconded by Councilmember C to (approve) (deny) (continue until \_\_\_\_\_ the discussion of) Article III of the property lease agreement for 5548 Lakeland Avenue North, ~~as requested by Norling Motors,~~ *changing the rent amount from \$18,000 to \$14,000 starting in the 5<sup>th</sup> year.* Motion Carried.

*Aye: Rygg, Carlson, Smothers, Herber*

*No: Moravec, Langedorf, Grimes.*



4. The City Council considered a Resolution Amending and Restating the City of Crystal Employee Flexible Benefit Account Plan, including the City of Crystal Medical and Life Insurance Reimbursement Plan, and the City of Crystal Dependent Care Assistance Plan. *Miles Johnson, Finance Director explained the plans and answered questions of the Council.*

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

RESOLUTION NO. 89-3

RESOLUTION AMENDING AND RESTATING THE CITY OF CRYSTAL  
EMPLOYEE FLEXIBLE BENEFIT ACCOUNT PLAN, INCLUDING THE  
CITY OF CRYSTAL MEDICAL AND LIFE INSURANCE REIMBURSEMENT PLAN,  
AND THE CITY OF CRYSTAL DEPENDENT CARE ASSISTANCE PLAN

By roll call and voting aye: M, G, L, R, C,  
H, S; voting no: -, -, -, -; absent, not  
voting: -, -, -.

Motion carried, resolution declared adopted.

5. The City Council considered workers' compensation insurance premium for the year 1989. *Jim Kelly, ~~Interim~~ Temporary Administrative Assistant and Cary Sheikh, Agent of Record, were available for Council's questions.*

Moved by Councilmember A and seconded by Councilmember C to (approve) (deny) (continue until \_\_\_\_\_ the discussion of) the workers' compensation insurance premium for the year 1989 in the amount of \$100,121.00 as quoted by the Employee Benefit Administration Company.

Motion Carried.

6. The City Council discussed reconsideration of an off-sale liquor license application as submitted by Jerome Halek at 5600 Bass Lake Road.

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to rescind denial Resolution #88-79 adopted on December 13, 1988, and grant an off-sale liquor license to Jerome Halek at 5600 Bass lake Road.

Motion Carried.

*L/M to adopt the following resolution, etc.*

*Resolution No. 89-4*

*A Resolution Ratifying and*

*Confirming Resolution #88-79*

*Denial of an off-sale application for off-sale*

*Liquor License at 5600 Bass Lake Road for Jerome Halek*

*Roll Call: Aye: M, G, R, C, H, S, L; NO: none Absent: none - Motion Carried*

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to ratify and confirm Resolution #88-79, denying application for an off-sale liquor license for Jerome Halek at 5600 Bass Lake Road.

Motion Carried.

7. The City Council considered the resignation of Lauretta Welter from the Charter Commission and considered her replacement.

*The City Attorney advised it was not necessary for Council to take action on a resignation from the Charter Commission. John T. Draving, Chair of Charter Commission, appeared and was heard.*

*M/S to recommend Liz Reid (get address from P&R Commission list) to the District Judge for appointment to the Charter Commission*

*Motion Carried*

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to except the resignation of Lauretta Welter from the Charter Commission effective January 13, 1989.

Motion Carried.

8. The City Council considered a Resolution amending Article III, Parties; Section 1 of the Northwest Hennepin Human Services Council's Joint Powers Agreement.

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

RESOLUTION NO. 89-5

RESOLUTION AMENDING ARTICLE III, PARTIES; SECTION 1 OF THE NORTHWEST HENNEPIN HUMAN SERVICES COUNCIL'S JOINT POWERS AGREEMENT

By roll call and voting aye: M, G, C, R, H, S, L; voting no: -, -, -, -; absent, not voting: -, -, -.

Motion carried, resolution declared adopted.

9. The City Council considered the participation of the Crystal City Councilmembers in the City Wellness Program. *No action taken.*

10. The City Council considered a change in mileage rates for City employees from 26 cents to 24 cents per mile.

Moved by Councilmember S and seconded by Councilmember R to (approve) (deny) (continue until \_\_\_\_\_ the discussion of) a reduction in mileage rates for City employees from 26 cents to 24 cents per mile as recommended by the Finance Director based on new IRS rules and regulations for 1989.

Motion Carried.

11. The City Council considered a resolution proclaiming February 1989 as "Crystal Loves Its Kids" Month.

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

RESOLUTION NO. 89- 6

RESOLUTION PROCLAIMING FEBRUARY 1989  
AS "CRYSTAL LOVES ITS KIDS" MONTH

By roll call and voting aye: M, G, C, R, H,  
S, L; voting no: —, —, —, —; absent, not  
voting: —, —, —.

Motion carried, resolution declared adopted.

12. The City Council considered submittal of names of potential candidates for Hennepin Parks Foundation Directors. *The Mayor recommended Garry Grimes.*

*S/R to appoint Garry Grimes as a ~~candidate~~ potential candidate for Hennepin Parks Foundation Director.*

*Motion Carried.*

13. The City Council considered the appointment of an Assistant Weed Inspector for 1989.

Moved by Councilmember R and seconded by Councilmember S to appoint Ed Branden, P&R Director, as the Assistant Weed Inspector for the City of Crystal for 1989.

Motion Carried.

14. The City Council discussed a joint meeting of the Charter Commission and Crystal City Council on Wednesday, February 22, at 7:00 p.m. at Crystal City Hall. *Due to conflicts on February 22, the Mayor called a joint meeting of the City Council and Charter Commission for February 14, 1989 at 7:00p.m. to be followed by a work session of the City Council.*
15. The City Council considered the appointment of a Housing and Redevelopment Authority Commissioner. *Mayor Herber ~~recomm~~ appointed Marty Luter (get address from Civil Service Comm. list) ~~for appointment~~ as a member of the ~~the~~ Crystal HRA.*

*accept*  
~~approve the~~ Moved by Councilmember R and seconded by Councilmember S to appointment of Marty Luter to the Crystal Housing and Redevelopment Authority for a term ending 2-1-94.  
*Aye: G, R, C, S, H. No: M, L* *Motion Carried*

16. The City Council considered the First Reading of an Ordinance Regarding Workers' Compensation Insurance Coverage for Injuries to Elected Officials.

Moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ to adopt the following ordinance:

ORDINANCE NO. 89-

AN ORDINANCE REGARDING WORKERS' COMPENSATION INSURANCE COVERAGE FOR INJURIES TO ELECTED OFFICIALS

By roll call and voting aye: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_; voting no: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_; absent, not voting: \_\_\_\_\_.

Motion carried, resolution declared adopted.



OPEN FORUMINFORMAL DISCUSSION AND ANNOUNCEMENTS

Herkes - Legion Licenses Mtg. - 2-9-89 - City Hall 9 a.m.

Mgr - Luncheons - March 21<sup>st</sup> - ELATE Program } get reservations  
Feb. 11, 1989 - AMM w/ Legislators

Snow Days reminder (date change) Feb 12, 1-3 p.m.

Morawec - Update on Cere's Tree Contract

Carlson - Council recognize Police Officers - letters, certificates etc.

Pauline Langsdorf - Shoplifting Seminar for Business? Staff currently working on such things.

Herkes - Status of recognition of employees

Rygg - 36<sup>th</sup> + Highway 100 (MN Dot) - Monk will get update to Council

Moved by Councilmember R and seconded by Councilmember S to approve the list of license applications.

Motion Carried.

Sm - Union 76 on 42<sup>nd</sup> Ave. has been B+R Service for 10<sup>8</sup> yrs. (just a comment to be brought to Bldg. Dept's attention)

Moved by Councilmember S and seconded by Councilmember R to adjourn the meeting.

Motion Carried.

Meeting adjourned at 8:55 p.m.



APPLICATIONS FOR LICENSE

FEBRUARY 7, 1989

FOOD ESTABLISHMENT - Restaurant (\$150.00 with QA Plan + \$30.00  
each addnl facility \$220. w/o QA Plan +  
\$40. ea. addnl fac)

Beek's Pizza, 6408 56th Avenue North  
Elk's Lodge #44, 5410 Lakeland Avenue North  
The Ground Round, 6830 56th Avenue North  
Rax Restaurant, 6817 56th Avenue North

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

Fanny Farmer, Crystal Shopping Center

FOOD ESTABLISHMENT - Special Food Handling (\$35.00)

Big Top Balloons, 5444 Douglas Drive, Suite #1

FOOD ESTABLISHMENT - Churches (Exempt)

Church of Jesus Christ of Latter Day Saints  
2801 Douglas Drive

VENDING - Perishable (\$15.00 each machine)

Prime Vending Co. at Cosmopolitan Motel, 3431 Lakeland

2-7-89

1989 LICENSE RENEWALS

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

Tom Thumb Food Markets, Inc., Store #233, 4711 36th Ave. N.

PRIVATE GASOLINE DISPENSING DEVICES - \$14.25 1st hose + \$7.25  
ea. addnl. hose

Glen Haven Memorial Gardens, 5100 Douglas Drive

NEW LICENSES

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

Bro-Midwest Vending for United Liquors, 3530 Douglas Drive

Lamplighter Liquor Barrel, Inc., 2728 Douglas Drive N.

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

Northland Aircraft Services, Crystal Airport

LICENSE APPLICATIONS

February 7, 1989

SIGN HANGER'S LICENSE - \$66.00

Federal Sign Division, 4400 Clary Blvd., Kansas City, MO  
64130

License Renewals

GAS FITTER'S LICENSE - \$30.25

Precise Heating, Air Conditioning, & Electric, Inc., 2729  
Ensign Ave. N., New Hope, MN 55427

Ditter, Inc., 820 Tower Dr., Hamel, MN 55340

Bowler Co., 511 E. Lake St., Minneapolis, MN 55408

Ecomony Gas Installers, Inc., 6204 France Ave. S.,  
Minneapolis, MN 55410

Flare Heating & Air Conditioning Inc., 664 Mendelssohn Ave.  
N., Golden Valley, MN 55427

PLUMBERS LICENSE - \$30.25

Crosstown Plumbing, 12711 Hilloway Rd., Minnetonka, MN 55343

A-Aaron's Plumbing, 347 2nd St., Excelsior, MN 55331

Lindman Plumbing, 6224 Noble Ave. N., Brooklyn Center, MN  
55429

Southwest Plumbing, 7606 Erie Ave., Chanhassen, MN 55317

Seitz Brothers, Inc., 16752 68th Ave. N., Maple Grove, MN  
55369

Gavic and Sons, 3536 Madison Pl, NE, Minneapolis, MN 55418

Mr. Repair of MN, Inc., 1311 118th Ave. NW, Coon Rapids, MN  
55433

Bowler Co., 511 E. Lake St., Minneapolis, MN 55408

Randy Lane Plumbing, 1501 West Broadway, Minneapolis, MN  
55411

ANNUAL SIGN LICENSE RENEWALS

Hennepin Insurance Agency, 5618 56th Ave. N.	15.00
Norcostco Inc., 3203 Vera Cruz Ave. N.	42.42
Bill's Economy Glass, 5353 Lakeland Ave. N.	15.00
Formal Affair, 5574 West Broadway	15.00
Wedding Chapel, 5572 West Broadway	15.00
Crystal Skyways, Crystal Airport	30.00
Tri Way Realty, 3315 Vera Cruz Ave. N.	15.30
Crystal Medical Center, 5640 West Broadway	108.78
The Bank North, 6225 42nd Ave. N.	90.00
The Bank North, 7000 56th Ave. N.	78.30
Boyd's Custom Cabinets, 5153 Idaho Ave. N.	15.00
Mattress Liquidators, 6200 56th Ave. N.	30.00
Skipper's, 6230 56th Ave. N.	90.30
Belt Line Pet Hospital, 3443 Vera Cruz Ave. N.	15.00
Tom Thumb #233, 4711 36th Ave. N.	30.00
Tri-Town Auto Supply, 3539 Douglas Dr. N.	30.00
Crystal Cleaners & Launderers, 6016 42nd Ave. N.	15.00
Maxwell Aircraft Service, Crystal Airport	61.50
Glen's Dairy Store, 4800 Idaho Ave. N.	45.00
Aero Sales, Crystal Airport	15.00
Lamplighter Square, 2700 Douglas Dr.	15.00
Dress Barn #319, 139 Willow Bend	30.00
Crystal Gallery, 5510-5594 West Broadway	27.42
Octopus Car Wash, 5301 Douglas Dr. N.	110.90
Adventures in Video, 2702 Douglas Dr. N.	30.00
Adventures in Video, 6316 56th Ave. N.	15.00

Crystal Bouquet, 5568 West Broadway	15.00
Lamplighter Barber Shop, 2746 Douglas Dr. N.	15.00
Valley View Interiors, 6032 42nd Ave. N.	15.00
Campion Associates, 6402 56th Ave. N.	15.00
Winnetka Industrial Center, 3200 Winpark Dr.	15.00
Perkins, 5420 West Broadway	30.78
Haugland's Kids, 325 Willow Bend	15.00
Olivet Babtist Church, 3420 Nevada Ave. N.	Exempt
Cosmopolitan Motel, 3431 Vera Cruz Ave. N.	25.50
Crystal Schwinn, 6324 56th Ave. N.	15.00
Skip's Auto Repair, 5343 Lakeland Ave. N.	15.00
Jim's Union 76, 6310 42nd Ave. N.	30.00
Colvin Insurance Agency, 6522 56th Ave. N.	15.00
Lamplighter Apartments, 2900 Douglas Dr. N.	15.00
US West Communications, 5421 Lakeside Ave. N.	30.00
US West Communications, 4700 Welcome Ave. N.	15.00
Andy's Shoe Repair, 5435 Douglas Dr. Suite 1	15.00
C. J. Frank's Furniture, 5419 Lakeland Ave. N.	18.13
Old Country Buffet, 5526 West Broadway	30.00
Steve O's, 4900 West Broadway	30.00
Timesavers, 5270 Hanson Court	15.00
Champion Auto Stores, 6616 56th Ave. N.	45.00
Red Wing Shoe Store, 6520 56th Ave. N.	15.00
All Floors & More, 5736 Lakeland	24.54
Anthony's Shopping Center, 3516 Lilac Dr. N.	72.80
I.N.I.T.I.A.L.S., 321 Willow Bend	15.00
Ideal Kitchens, 5311 36th Ave. N.	15.00



Becklund Jewelers, 115 Willow Bend	15.00
Wiltec Industries, 5247 Hanson Court	15.00
G.I. Joe Surplus, 303 Willow Bend	15.00
Noble Snyder Drug, 4713 36th Ave. N.	30.00
Embers, 5756 Lakeland	35.00
A.I. Covin/S.C. Smith, D.D.S., 5640 West Broadway	30.00
Ground Round, 6830 56th Ave. N.	62.34
Carl's Tire Service, 5500 West Broadway	105.00
Sarge's Auto Body, 5111 Hanson Court	75.00
Gussinni Shoes, 134 Willow Bend	30.00
Benchmark Industries, 5221 Lakeland Ave. N.	15.00
Crystal Square Office Building, 7000 56th Ave. N.	30.00
Crystal Square II, 5701 Kentucky Ave. N.	15.00
American Display, 7300 32nd Ave. N.	30.00
Shinder's Book Store, 5546 West Broadway	15.00
CBF by Pierre, 5222 Hanson Court	15.00
Fantasia Together, 2756 Douglas Dr. N.	30.00
Tim's Tree Service, 5612 Corvallis Ave. N.	15.00
Video Hits, 5309 36th Ave. N.	15.00
United Liquors, 3532 Douglas Dr. N.	30.00
Jim Martin Insurance Agency, 6308 34th Ave. N.	30.00
Village Builders, 3351 Nevada Ave. N.	15.00
Radio Shack, 300 Willow Bend	30.30
Thompson Air, 5115 Hanson Court	15.00
Church of Latter Day Saints, 2801 Douglas Dr. N.	Exempt
Strawberry Patch, 3401 Vera Cruz Ave. N.	15.00
Charles Q. Hillstrom, 3333 Vera Cruz Ave. N.	21.70



Office Terrace, 3307 Vera Cruz Ave. N.	49.50
Marshall's, 201 Willow Bend	79.25
ITT Financial Services, 124 Willow Bend	15.00
Duke's Body Shop, 5170 Wet Broadway	111.00
General Nutrition Center, 223 Willow Bend	15.00
McDonald's, 5400 West Broadway	103.10
First Minnesota, 5440 West Broadway	45.00
Crystal Barbers I, 5249 Douglas Dr. N.	30.00
Paper Warehouse, 101 Willow Bend	30.00
Burger King, 3526 Lilac Dr.	45.00
Panto-Gravers Inc., 5515-25 34th Ave. N.	15.00
National Advertising, 6048 Lakeland Ave. N.	31.50
Ross Plumbing, 6028 42nd Ave. N.	15.00
Iron Horse, 5630 Lakeland Ave. N.	60.00
Crest Engineering, 3324 Winpark Dr.	15.00
Dumark's, 5240 West Broadway	60.00
Jerry's Barber Shop, 3538 Douglas Dr. N.	15.00
Auto Pro Party of Crystal, 5401 Douglas Dr. N.	30.00
Wally's Barber Shop, 5434 Douglas Dr. N., Suite 3	15.00
The Typewriter Place, 5353 West Broadway	30.00
Uniformly Perfect, 5584 West Broadway	15.00
Standard Water Control, 5337 Lakeland Ave. N.	15.00
Crystal Marine, 5712 Lakeland Ave. N.	30.00
Northwest Family Physicians, 5502 West Broadway	30.00
Great Northwestern Hair Co., 5311 36th Ave. N.	15.00
Chalet Ski & Patio, 3359 Vera Cruz Ave. N.	15.00
T. L. Systems, 5253 Lakeland Ave. N.	30.00

Target, 5537 West Broadway	30.00
Cost Cutters, 5542 West Broadway	15.00
The Barbers, 117 Willow Bend	15.00
Performance Propeller Service, 5333 Lakeland	30.00
Crystal Super Valu, 4210 Douglas Dr. N.	56.46
Winona Knits, 309 Willow Bend	15.00
Donato's Floral, 4701 36th Ave. N.	15.00
Superamerica, 5359 West Broadway	62.10

Sent with Preliminary Agenda on 2-3-89:

Minutes of the City Council Mtg. of 1-17-89.  
Memo from City Engr. dated 12-27-88 re: Preliminary Plat of Crystal Community Center Addition.  
Letter from Rockford, Inc. dated 1-12-89 re: WJW, Inc.  
Letter of resignation from Hugh Munns of the Environmental Quality Commission dated 1-17-89.  
Application for Appointment to the Park & Rec. Comm. from Marlyn Theisen.  
Application for Appointment to the Park & Rec. Comm. from William O'Reilly.  
Memo from City Engr. dated 1-12-89 re: Norling Motors Lease.  
Resolution Amending and Restating the City of Crystal Employee Flexible Benefit Account Plan,  
Memo from Adm. Asst. dated 2-3-89 re: Employee Benefit Admin. Co. premium quote for Workers' Comp. Insurance.  
Letter from City Attorney dated 2-1-89 re: Halek Liquor License.  
Memo from Police Chief dated 1-31-89 re: Off-sale liquor license - Jerome Halek; resolution ratifying and confirming denial of license; license application and pertinent data.  
Letter of resignation from the Charter Commission dated 1-13-89 from Laurretta H. Welter.  
Resolution Amending Article III, Parties; Section 1. of the N.W. Hennepin Human Service Council's joint powers agreement.  
Memo from Finance Dept. dated 1-23-89 re: recommendation for 1989 mileage allowance.  
Letter dated 1-20-89 from Juvenile Specialist re: proclaiming February 1989 as Crystal Loves Its Kids Month.  
Letter from Hennepin Parks Foundation dated 1-25-89 re: submittal of names for potential candidates for Hennepin Parks Foundation Directors.  
Letter from Charlie Flanders dated 2-6-89 re: desire to be a candidate for Hennepin Parks Foundation.  
Memo from City Clerk dated 2-1-89 re: Appointment of Assistant Weed Inspector for 1989.  
Letter from Chair of Charter Comm. dated 2-1-89 re: joint meeting with City Council.

Resolution No. 87-22 re: workers' compensation for councilmembers.

Letter from AMM dated 1-13-89 re: legislative breakfast on 2-11-89.

Memo from City Mgr. dated 2-2-89 re: ELATE Program luncheon for City Councils.

Action Needed Memo from the 1-3-89 Council mtg.

Park & Rec. Advisory Comm. Agenda for 2-1-89.

Memo from City Clerk dated 1-24-89 re: air flights and fares for NLC Congressional City Conference March 11-14, 1989.

Memo from LMC dated 1-23-89 re: airline rate info. for 1989 NLC Congressional-City Conference.

Letter from Bruce Parsons to Police Chief dated 1-17-89 re: CASE C 88010498.

Letter from State Rep. Lyndon Carlson dated 1-13-89 re: comp. worth law.

Memo from Community Development Coordinator dated 1-23-89 re: Home Energy Audit Program.

Letter from Ember Reichgott dated 1-26-89 re: comp worth legislation.

Crystal Park & Rec. Dept. monthly report for January 1989.

Crystal Park & Rec. Advisory Comm. minutes of 1-4-89.

Human Relations Comm. minutes of 1-23-89.

Action Needed Memo from the 1-17-89 Council mtg.

City of Crystal 1988 Expenditure Report for December, 1988.

State of the Region "Shaping Change: Preparing the Twin Cities for the 21st Century" registration form (2-22-89).

Minutes of the Hennepin Recycling Group mtg. of 1-9-89.

*Darlene*

February 3, 1989

TO: City of Crystal Councilmembers  
FROM: Jerry Dulgar, City Manager  
RE: Preliminary Agenda for the February 7, 1989  
Council Meeting

Public Hearings:

Item #2: Public hearing to consider the revocation of an off-sale liquor license for W.J.W., Inc. dba Stephen's Liquor Store, 2728 Douglas Drive North.

I talked to Darlene and Dave Kennedy at length about this liquor license holder. It appears that the licensee lost his lease and moved out of the building in September, but for purposes of trying to bargain down what he owes on the business with the former owner and maybe forestall the new owner from going in there, he is hanging onto his license. In that he has no premise and has no insurance, I would recommend that we revoke his license so that the new license holder can get in there and begin doing business. Dave has researched this at some length and Darlene and I have spent a considerable amount of time on it so feel free to ask any of us questions should you have any.

Regular Agenda:

Item 2: Consideration of the applications for appointment to the Park & Recreation Commission of William T. O'Reilly, 3124 Welcome Avenue North, and Marlyn H. Theisen, 6807 - 50th Avenue North, for terms ending 12-31-89.

We have these two applicants but at this time there is one more vacancy that we don't have anybody for right now. We'll bring that to you in the near future.

Item 3: Consideration of modification of lease for Norling Motors at 5548 Lakeland Avenue North.

We considered this item at the last meeting. My recommendation would be the same as it was then, that we not change the lease. Our first desire was to have the site cleaned out and vacated. At Mr. Norling's request we finally agreed to let him stay there for some period of time and negotiated the lease. I think it's a very reasonable



lease and we should either ask him to sign it or vacate the premises.

- Item 4: Consideration of a Resolution Amending and Restating the City of Crystal Employee Flexible Benefit Account Plan, including the City of Crystal Medical and Life Insurance Reimbursement Plan, and the City of Crystal Dependent Care Assistance Plan.

The City attorneys have revised our Flexible Benefit Account Plan and we need to re-adopt that plan.

- Item 5: Reconsideration of an off-sale liquor license application submitted by Jerome Halek at 5600 Bass Lake Road.

I believe to reconsider this item, someone who voted to not grant it would have to ask for a reconsideration. I don't see any change in our position and we recommended that it not be granted and we are sticking with that position. So, unless somebody wants to bring it back before the Council, the Council's action of December would stand.

- Item 7: Consideration of a Resolution amending Article III, Parties; Section 1 of the Northwest Hennepin Human Services Council's Joint Powers Agreement.

Plymouth has participated as a member of this organization for a number of years. It was discovered recently that they were not technically members without amending the Joint Powers Agreement and adding Plymouth's name to the agreement. The agreement is being sent to all the cities to do that. I would recommend that we adopt the resolution amending the Joint Power Agreement.

- Item 8: Consideration of City Council participation in the City Wellness Program.

The City, for a number of years, has had a wellness program and one of the elements of that is the City reimbursing employees for part of their membership at health clubs. Mayor Herbes asked that the Council discuss to consider whether the Council should be allowed to participate in that program. We now contribute up to \$150 per year towards the membership. The only thing I would mention if the Council does extend the wellness program to themselves and if they participate in any number we could be slightly over budget this coming year. The budget could be adjusted later.

- Item 9: Consideration of a change in mileage rates for City employees from 26 cents to 24 cents per mile.



At the present time we pay City employees 26 cents per mile for using their own car. This causes them paperwork to declare the additional 2 cents over the IRS allowed 24 cents and it also causes the Finance Department to have to do a lot of additional paperwork. Therefore, we are recommending that the rate be rolled back to 24 cents per mile and as the IRS increases allowance we increase along with them.

Item 10: Consideration of a resolution proclaiming February 1989 as "America Loves Its Kids Month".

This item was brought to me by Sue Carstens our Juvenile Specialist in the Police Department. I think it has a lot of merit and I would recommend that we approve the resolution as Sue suggests.

Item 11: Consideration of submittal of potential candidates for Hennepin Parks Foundation Directors.

You'll find attached information relative to this. I would have some interest in serving on this foundation if there isn't someone on the Council who wants to serve on it. If there is someone on the Council I would recommend that we recommend the name to the Hennepin Parks Foundation.

Item 12: Consideration of appointment of an Assistant Weed Inspector for 1989.

I recommend that we appoint the Park Director as Assistant Weed Inspector. The work will be carried out by the Forester.

Item 13: Discussion of joint meeting of the Charter Commission and Crystal City Council on Wednesday, February 22, at 7:00 p.m. at Crystal City Hall.

The Charter Commission is requesting to meet with the Council to discuss the changes that they have recommended to the Council. The 22nd is open as far as my schedule goes; if the Council has conflicts, the Charter Commission will be willing to do it some other time.

Have a nice weekend and be careful in the cold!

J E R R Y

JD/js

P.S. We have gotten together the information for the workers' compensation insurance premium for 1989 to be considered also at this meeting.

COUNCIL AGENDA - SUMMARY

COUNCIL MEETING OF  
FEBRUARY 7, 1989

Call to order

Roll call

Pledge of Allegiance to the Flag

Approval of the minutes of the meeting of January 17, 1989.

**Public Hearings**

1. Public hearing to consider preliminary plat of Crystal Community Center Addition located at 4800 Douglas Drive.
2. Public hearing ~~to~~ consider the revocation of an off-sale liquor license for W.J.W., Inc. dba Stephen's Liquor Store, 2728 Douglas Drive North.

**Regular Agenda Items**

1. Consideration of the resignation of Hugh Munns from the Environmental Quality Commission; letter dated 1-17-89.
2. Consideration of the applications for appointment to the Park & Recreation Commission of William T. O'Reilly, 3124 Welcome Avenue North, and Marlyn H. Theisen, 6807 - 50th Avenue North, for terms ending 12-31-89.
3. Consideration of modification of lease for Norling Motors at 5548 Lakeland Avenue North. *Refer to 1-17 agenda*
4. Consideration of a Resolution Amending and Restating the City of Crystal Employee Flexible Benefit Account Plan, including the City of Crystal Medical and Life Insurance Reimbursement Plan, and the City of Crystal Dependent Care Assistance Plan.
5. *Consideration of the Workers Compensation Insurance Premium for the year 1989.*
- 6 5. Reconsideration of an off-sale liquor license application submitted by Jerome Halek at 5600 Bass Lake Road. *100/12, motion to reconsider motion to approve license*
- 7 6. Consideration of the resignation of Lauretta Welter from the Charter Commission, letter dated 1-13-89, and consideration of a replacement. *motion to accept resignation*

- 8-7. Consideration of a Resolution amending Article III, Parties; Section 1 of the Northwest Hennepin Human Services Council's Joint Powers Agreement. *Standard Resolution*
- 9 8. Consideration of City Council participation in the City Wellness Program.
- 10 9. Consideration of a change in mileage rates for City employees from 26 cents to 24 cents per mile. *IRS Rules reduce*
- 11 10. Consideration of a resolution proclaiming February 1989 as "America Loves Its Kids Month". *Res. Motion*
- 12 11. Consideration of submittal <sup>of names</sup> of potential candidates for Hennepin Parks Foundation Directors.
- 13 12. Consideration of appointment of an Assistant Weed Inspector for 1989.
- ~~12. Consideration of the Worker's Compensation Insurance Premium for the year 1989.~~
- 14 13. Discussion of joint meeting of the Charter Commission and Crystal City Council on Wednesday, February 22, at 7:00 p.m. at Crystal City Hall.

Open Forum

Informal Discussion and Announcements

Licenses

Adjournment



APPLICATIONS FOR LICENSE

FEBRUARY 7, 1989

FOOD ESTABLISHMENT - Restaurant (\$150.00 with QA Plan + \$30.00  
each addnl facility \$220. w/o QA Plan +  
\$40. ea. addnl fac)

Beek's Pizza, 6408 56th Avenue North  
Elk's Lodge #44, 5410 Lakeland Avenue North  
The Ground Round, 6830 56th Avenue North  
Rax Restaurant, 6817 56th Avenue North

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

Fanny Farmer, Crystal Shopping Center

FOOD ESTABLISHMENT - Special Food Handling (\$35.00)

Big Top Balloons, 5444 Douglas Drive, Suite #1

FOOD ESTABLISHMENT - Churches (Exempt)

Church of Jesus Christ of Latter Day Saints  
2801 Douglas Drive

VENDING - Perishable (\$15.00 each machine)

Prime Vending Co. at Cosmopolitan Motel, 3431 Lakeland

2-7-89

1989 LICENSE RENEWALS

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

Tom Thumb Food Markets, Inc., Store #233, 4711 36th Ave. N.

PRIVATE GASOLINE DISPENSING DEVICES - \$14.25 1st hose + \$7.25  
ea. addnl. hose

Glen Haven Memorial Gardens, 5100 Douglas Drive

NEW LICENSES

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

Bro-Midwest Vending for United Liquors, 3530 Douglas Drive

Lamplighter Liquor Barrel, Inc., 2728 Douglas Drive N.

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

Northland Aircraft Services, Crystal Airport

LICENSE APPLICATIONS

February 7, 1989

SIGN HANGER'S LICENSE - \$66.00

Federal Sign Division, 4400 Clary Blvd., Kansas City, MO  
64130

License Renewals

GAS FITTER'S LICENSE - \$30.25

Precise Heating, Air Conditioning, & Electric, Inc., 2729  
Ensign Ave. N., New Hope, MN 55427

Ditter, Inc., 820 Tower Dr., Hamel, MN 55340

Bowler Co., 511 E. Lake St., Minneapolis, MN 55408

Ecomony Gas Installers, Inc., 6204 France Ave. S.,  
Minneapolis, MN 55410

Flare Heating & Air Conditioning Inc., 664 Mendelssohn Ave.  
N., Golden Valley, MN 55427

PLUMBERS LICENSE - \$30.25

Crosstown Plumbing, 12711 Hilloway Rd., Minnetonka, MN 55343

A-Aaron's Plumbing, 347 2nd St., Excelsior, MN 55331

Lindman Plumbing, 6224 Noble Ave. N., Brooklyn Center, MN  
55429

Southwest Plumbing, 7606 Erie Ave., Chanhassen, MN 55317

Seitz Brothers, Inc., 16752 68th Ave. N., Maple Grove, MN  
55369

Gavic and Sons, 3536 Madison Pl, NE, Minneapolis, MN 55418

Mr. Repair of MN, Inc., 1311 118th Ave. NW, Coon Rapids, MN  
55433

Bowler Co., 511 E. Lake St., Minneapolis, MN 55408

Randy Lane Plumbing, 1501 West Broadway, Minneapolis, MN  
55411



ANNUAL SIGN LICENSE RENEWALS

Hennepin Insurance Agency, 5618 56th Ave. N.	15.00
Norcostco Inc., 3203 Vera Cruz Ave. N.	42.42
Bill's Economy Glass, 5353 Lakeland Ave. N.	15.00
Formal Affair, 5574 West Broadway	15.00
Wedding Chapel, 5572 West Broadway	15.00
Crystal Skyways, Crystal Airport	30.00
Tri Way Realty, 3315 Vera Cruz Ave. N.	15.30
Crystal Medical Center, 5640 West Broadway	108.78
The Bank North, 6225 42nd Ave. N.	90.00
The Bank North, 7000 56th Ave. N.	78.30
Boyd's Custom Cabinets, 5153 Idaho Ave. N.	15.00
Mattress Liquidators, 6200 56th Ave. N.	30.00
Skipper's, 6230 56th Ave. N.	90.30
Belt Line Pet Hospital, 3443 Vera Cruz Ave. N.	15.00
Tom Thumb #233, 4711 36th Ave. N.	30.00
Tri-Town Auto Supply, 3539 Douglas Dr. N.	30.00
Crystal Cleaners & Launderers, 6016 42nd Ave. N.	15.00
Maxwell Aircraft Service, Crystal Airport	61.50
Glen's Dairy Store, 4800 Idaho Ave. N.	45.00
Aero Sales, Crystal Airport	15.00
Lamplighter Square, 2700 Douglas Dr.	15.00
Dress Barn #319, 139 Willow Bend	30.00
Crystal Gallery, 5510-5594 West Broadway	27.42
Octopus Car Wash, 5301 Douglas Dr. N.	110.90
Adventures in Video, 2702 Douglas Dr. N.	30.00
Adventures in Video, 6316 56th Ave. N.	15.00

Crystal Bouquet, 5568 West Broadway	15.00
Lamplighter Barber Shop, 2746 Dougas Dr. N.	15.00
Valley View Interiors, 6032 42nd Ave. N.	15.00
Campion Associates, 6402 56th Ave. N.	15.00
Winnetka Industrial Center, 3200 Winpark Dr.	15.00
Perkins, 5420 West Broadway	30.78
Haugland's Kids, 325 Willow Bend	15.00
Olivet Babtist Church, 3420 Nevada Ave. N.	Exempt
Cosmopolitan Motel, 3431 Vera Cruz Ave. N.	25.50
Crystal Schwinn, 6324 56th Ave. N.	15.00
Skip's Auto Repair, 5343 Lakeland Ave. N.	15.00
Jim's Union 76, 6310 42nd Ave. N.	30.00
Colvin Insurance Agency, 6522 56th Ave. N.	15.00
Lamplighter Apartments, 2900 Douglas Dr. N.	15.00
US West Communications, 5421 Lakeside Ave. N.	30.00
US West Communications, 4700 Welcome Ave. N.	15.00
Andy's Shoe Repair, 5435 Douglas Dr. Suite 1	15.00
C. J. Frank's Furniture, 5419 Lakeland Ave. N.	18.13
Old Country Buffet, 5526 West Broadway	30.00
Steve O's, 4900 West Broadway	30.00
Timesavers, 5270 Hanson Court	15.00
Champion Auto Stores, 6616 56th Ave. N.	45.00
Red Wing Shoe Store, 6520 56th Ave. N.	15.00
All Floors & More, 5736 Lakeland	24.54
Anthony's Shopping Center, 3516 Lilac Dr. N.	72.80
I.N.I.T.I.A.L.S., 321 Willow Bend	15.00
Ideal Kitchens, 5311 36th Ave. N.	15.00

Becklund Jewelers, 115 Willow Bend	15.00
Wiltec Industries, 5247 Hanson Court	15.00
G.I. Joe Surplus, 303 Willow Bend	15.00
Noble Snyder Drug, 4713 36th Ave. N.	30.00
Embers, 5756 Lakeland	35.00
A.I. Covin/S.C. Smith, D.D.S., 5640 West Broadway	30.00
Ground Round, 6830 56th Ave. N.	62.34
Carl's Tire Service, 5500 West Broadway	105.00
Sarge's Auto Body, 5111 Hanson Court	75.00
Gussinni Shoes, 134 Willow Bend	30.00
Benchmark Industries, 5221 Lakeland Ave. N.	15.00
Crystal Square Office Building, 7000 56th Ave. N.	30.00
Crystal Square II, 5701 Kentucky Ave. N.	15.00
American Display, 7300 32nd Ave. N.	30.00
Shinder's Book Store, 5546 West Broadway	15.00
CBF by Pierre, 5222 Hanson Court	15.00
Fantasia Together, 2756 Douglas Dr. N.	30.00
Tim's Tree Service, 5612 Corvallis Ave. N.	15.00
Video Hits, 5309 36th Ave. N.	15.00
United Liquors, 3532 Douglas Dr. N.	30.00
Jim Martin Insurance Agency, 6308 34th Ave. N.	30.00
Village Builders, 3351 Nevada Ave. N.	15.00
Radio Shack, 300 Willow Bend	30.30
Thompson Air, 5115 Hanson Court	15.00
Church of Latter Day Saints, 2801 Douglas Dr. N.	Exempt
Strawberry Patch, 3401 Vera Cruz Ave. N.	15.00
Charles Q. Hillstrom, 3333 Vera Cruz Ave. N.	21.70



Office Terrace, 3307 Vera Cruz Ave. N.	49.50
Marshall's, 201 Willow Bend	79.25
ITT Financial Services, 124 Willow Bend	15.00
Duke's Body Shop, 5170 Wet Broadway	111.00
General Nutrition Center, 223 Willow Bend	15.00
McDonald's, 5400 West Broadway	103.10
First Minnesota, 5440 West Broadway	45.00
Crystal Barbers I, 5249 Douglas Dr. N.	30.00
Paper Warehouse, 101 Willow Bend	30.00
Burger King, 3526 Lilac Dr.	45.00
Panto-Gravers Inc., 5515-25 34th Ave. N.	15.00
National Advertising, 6048 Lakeland Ave. N.	31.50
Ross Plumbing, 6028 42nd Ave. N.	15.00
Iron Horse, 5630 Lakeland Ave. N.	60.00
Crest Engineering, 3324 Winpark Dr.	15.00
Dumark's, 5240 West Broadway	60.00
Jerry's Barber Shop, 3538 Douglas Dr. N.	15.00
Auto Pro Party of Crystal, 5401 Douglas Dr. N.	30.00
Wally's Barber Shop, 5434 Douglas Dr. N., Suite 3	15.00
The Typewriter Place, 5353 West Broadway	30.00
Uniformly Perfect, 5584 West Broadway	15.00
Standard Water Control, 5337 Lakeland Ave. N.	15.00
Crystal Marine, 5712 Lakeland Ave. N.	30.00
Northwest Family Physicians, 5502 West Broadway	30.00
Great Northwestern Hair Co., 5311 36th Ave. N.	15.00
Chalet Ski & Patio, 3359 Vera Cruz Ave. N.	15.00
T. L. Systems, 5253 Lakeland Ave. N.	30.00

Target, 5537 West Broadway	30.00
Cost Cutters, 5542 West Broadway	15.00
The Barbers, 117 Willow Bend	15.00
Performance Propeller Service, 5333 Lakeland	30.00
Crystal Super Valu, 4210 Douglas Dr. N.	56.46
Winona Knits, 309 Willow Bend	15.00
Donato's Floral, 4701 36th Ave. N.	15.00
Superamerica, 5359 West Broadway	62.10



*Darlene*

January 17, 1989

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Pursuant to due call and notice thereof, the Regular meeting of the Crystal City Council was held on January 17, 1989 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, Grimes, Herbes, Langsdorf. Absent were: Rygg, Carlson, Smothers. Also in attendance were the following staff members: Jerry Dular, City Manager; John Olson, Assistant City Manager; David Kennedy, City Attorney; William Monk, Public Works Director; Donald Peterson, Building Inspector; Darlene George, City Clerk; Ed Brandeen, Park & Recreation Director.

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

The Mayor accepted an award presented to the City of Crystal from the Minnesota Recreation and Park Association for outstanding programming at Becker Park.

The City Council considered the minutes of the regular City Council meeting of January 3, 1989.

Moved by Councilmember Langsdorf and seconded by Councilmember Grimes to approve the minutes of the Regular City Council meeting of January 3, 1989 with the following correction: add the roll call vote to item number one on the Regular Agenda.

Motion Carried.

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

1. Set public hearing for February 7, 1989 to consider revocation of off-sale liquor license for W.J.W., Inc. (Stephen's Liquor Store) at 2728 Douglas Drive North.
2. Set public hearing for February 7, 1989 to consider preliminary plat of Crystal Community Center Addition located at 48th and Douglas Drive as submitted by the City of Crystal.
3. Consideration of a resignation letter dated January 1989 from Darla Carlson of the Human Relations Commission.
4. Consideration of a resignation letter from Julie Rydh of the Human Relations Commission.
5. Consideration of the resignation of Roberta Veech from the Park and Recreation Advisory Commission effective 12-31-88.

Moved by Councilmember Langsdorf and seconded by Councilmember Moravec to approve the Consent Agenda.

Motion Carried.

January 17, 1989

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

1. The City Council considered Article III of the property lease agreement for 5548 Lakeland Avenue North as requested by Norling Motors. Gunnar Norling appeared and was heard.

Moved by Councilmember Grimes and seconded by Councilmember Langsdorf to continue the item to the February 7, 1989 meeting to allow new councilmembers time to research further and to act on the request with a full Council.

By roll call and voting aye: Grimes, Langsdorf, Herbes;  
voting no: Moravec; absent not voting: Rygg, Carlson,  
Smothers.

Motion Carried.

2. The City Council considered the Second Reading of an Ordinance regarding Liquor and Beer in Public Parks in the City.

Moved by Councilmember Moravec and seconded by Councilmember Langsdorf to adopt the following ordinance:

ORDINANCE NO. 89-2

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 this be the second and final reading.

Motion Carried.

3. The City Council considered a resolution approving agreement for Hennepin County repaving project on County Road 9 (Rockford Road).

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

RESOLUTION NO. 89-1

OVERLAY OF COUNTY ROAD 9

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

Motion carried, resolution declared adopted.

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

By common consent the Council wished to remain neutral.

January 17, 1989

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5. The City Council considered the First Reading of an Ordinance amending Chapter 5 of the City Code Regarding Park Dedication.

Moved by Councilmember Grimes and seconded by Councilmember Langsdorf to adopt the following ordinance:

ORDINANCE NO. 89-

AN ORDINANCE AMENDING CHAPTER 5  
OF THE CODE OF THE CITY OF CRYSTAL

and further, that the second and final reading be held on  
February 7, 1989.

Motion Carried.

6. Moved by Councilmember Langsdorf and seconded by Councilmember Grimes 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 Langsdorf and seconded by Councilmember Grimes to adjourn the meeting.

Motion Carried.

Meeting adjourned at 7:55 p.m.

---

Mayor

ATTEST:

---

City Clerk

TO: Planning Commission  
FROM: Bill Monk, City Engineer  
DATE: December 27, 1988  
RE: Preliminary Plat of Crystal Community Center Addition

With the recent approval of a bond referendum, Crystal has initiated the design phase of its community center project. The present R-1 zoning is consistent with the proposed public use; however, the entire parcel must be platted as a single lot in order to adhere to provisions of City Code for buildability. It is therefore recommended that the preliminary plat of the Crystal Community Center Addition, as attached, be approved.



WM:jrs

Encl

1/23/89 UPDATE

On January 9 the Planning Commission recommended approval of the Crystal Community Center Addition preliminary plat.





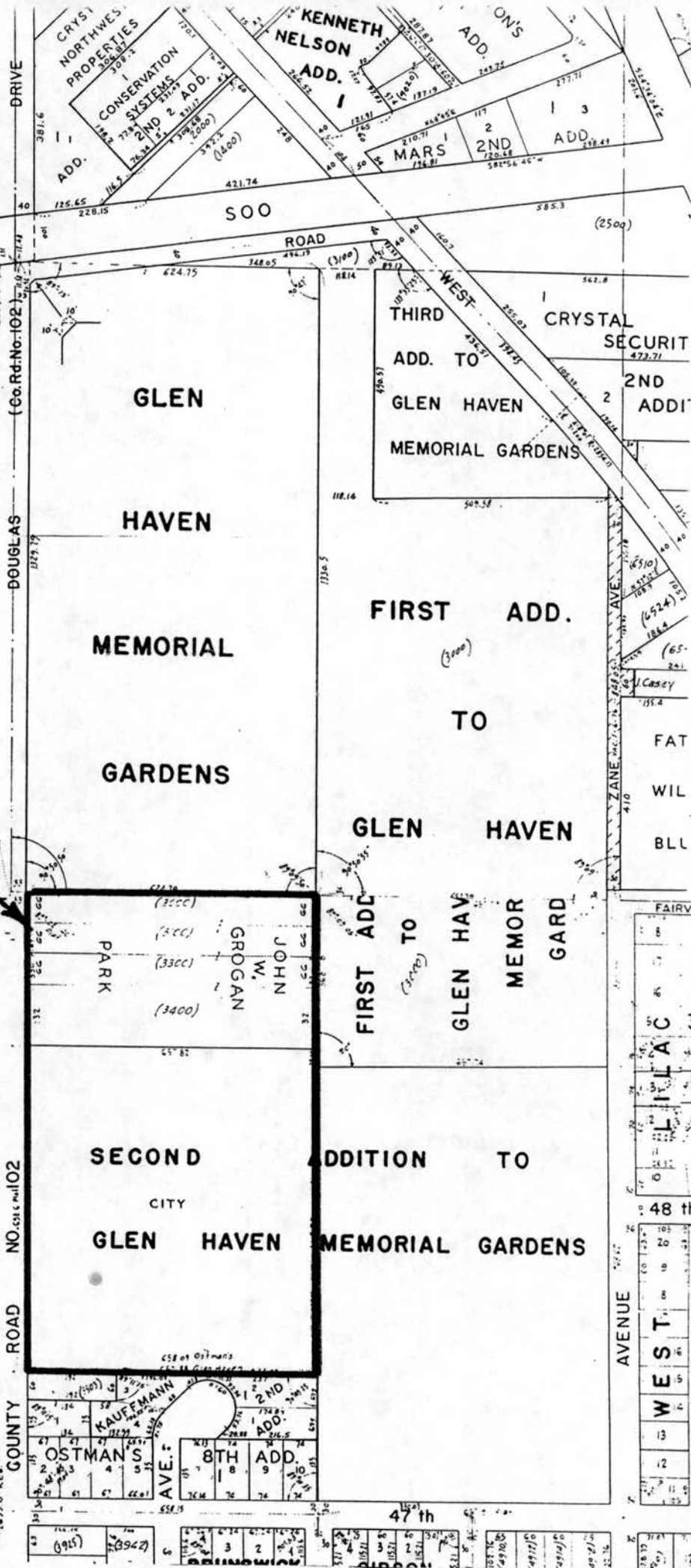
Community Center  
Site

LOCATION MAP



Enlargement - Not  
to measurable  
scale





Proposed  
Replat.



Reduction - not  
to measurable  
scale

# THE CITY OF CRYSTAL

Survey 21885  
P.A. 300-30

FAIRVIEW  
AVE. NO.



102 )  
NO.

(H.C.S.A.H.)  
Section line of the Sec. 9, T.14S., R.10E., S.42E.

48TH  
AVE. NO.

NORTH  
DOUGLAS  
DRIVE

GLEN HAVEN MEMORIAL GARDENS

GLEN  
TO  
ADDITION  
MEMORIAL  
HAVEN  
FIRST  
GARDENS

## CRYSTAL COMMUNITY CENTER ADDITION

SECOND

ADDITION

GLEN

HAVEN

MEMORIAL

GARDENS

KAUFFMANN

COLORADO  
AVE.

ADDITION

Source existing elevation  
Benchmarks: The lot of Robert Northwest corner of 48th Ave. N. and Douglas Drive Elevation = 879.75 feet (N.A.S. 1989 M.S.)  
No Title Opinion provided as of this date  
Subject to easements of record.  
Area = 642,101 Sq. Ft. (14.74 Acres)

The North 64.00 feet of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 9, Township 14S., Range 21, except road, Unplatted  
The South 64.00 feet of the North 132.00 feet of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 9, Township 14S., Range 21, except road, Unplatted  
The South 64.00 feet of the North 196.00 feet of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 9, Township 14S., Range 21, except road  
The South 132.00 feet of the North 330.00 feet of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 9, Township 14S., Range 21, except road

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.  
Dated this 27th day of August, 1988  
Signed *Robert A. Paul*

LOT SURVEYS COMPANY, INC.  
LAND SURVEYORS



# ROCKFORD, INC.

5009 EXCELSIOR BLVD., SUITE 152

• MINNEAPOLIS, MINNESOTA 55416

• PHONE: 929-5154

January 12, 1989

Darlene George  
City of Crystal  
4141 Douglas Drive  
Crystal, MN 55422

Dear Darlene,

This letter is to confirm our conversation that WJW, INC., Ward J. Wheeler has vacated the premises of Stephen's Liquor Store in the Lamplighter Square Shopping Center as of September 30, 1988. He will no longer be a tenant in that Shopping Center effective with this date.

It is my understanding that the city will start the process to revoke his license and issue a new license in the name of Melvyn D. Henry, DBA Lamplighter Liquor Barrell, Inc. effective with this date February 7, 1989.

Very Truly Yours,

Peter L. Rocheford, CPM  
Rockford, Inc. Agent for Landlord

CC: Gary Ascher  
Mel Henry

PLR: dmn

From the desk of

HUGH MUNNS

Jan 17, 1989

Crystal Env Quality Com

It is with regret that I tender my resignation from the Commission. My work schedule does not permit me to put in time or attend the meetings.

Please be aware that it will be necessary to appoint one to take my place on the Long Range Planning Com.

It has been a pleasure serving on the E Q C.

Sincerely  
Hugh Munns



CITY OF CRYSTAL

APPLICATION FOR APPOINTMENT TO THE

Name Marlyn A. Heisen Address Park & Pine 6807 50th Ave N COMMISSION 55428  
zip #

Phone (home) 533-1139 (Office) 593-0116

Resident of Crystal Since (year) 23 yrs

Occupation R.E. Sales Employer Coldwell Banker

Education: (please indicate highest grade completed or highest degree and major course of study) Graduate of The Academy of Accountancy

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) I'm an active member of the  
Crystal Fathers Committee. I have years of experience with  
youth involvements. These experiences include: Promotion,  
Organizing & Coaching Athletics.

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.)

Please be referred to an attached copy of a "Health Profile"  
introducing myself as an Agent for Coldwell Banker. Also be  
informed that I've done a great deal of public speaking on  
all subjects listed on the profile.

Date Submitted: December 22, 1988.

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



# Realtor Profile

Coldwell Banker Takes Pride In

Introducing:

## Marlyn Theisen

A Real Estate Agent with your needs and concerns in mind and more importantly a Real Estate Agent with the background enabling him to most effectively represent your needs & concerns!



A Minnesota native, Marlyn has accomplished the following:

- A graduate accountant
- Auditor at Farmers & Merchants Savings Bank
- Manager of Mortgage Servicing Department of The Spring Company and Coldwell Banker
- President of the Loan Administration Division of the Mortgage Bankers Association
- Manager of the Coldwell Banker Independent Insurance Agency
- Real Estate Agent for Coldwell Banker the firm most regarded into your concerns

Marlyn's background, as displayed above, provides him with a greater network of expertise to look after your interests and most importantly, he really cares about you!

Call: Office - 593-0116

Home - 533-1139

Ward 1

CITY OF CRYSTAL

APPLICATION FOR APPOINTMENT TO THE  
PARK & RECREATION COMMISSION

Name WILLIAM T. O'REILLY Address 3124 WELCOME AVE. 55422  
Zip #

Phone (home) 544-8840 (Office) \_\_\_\_\_

Resident of Crystal Since (year) 1977

Occupation INDUSTRIAL INSULATOR Employer API

Education: (please indicate highest grade completed or highest degree and major course of study) 12<sup>TH</sup> GRADE INSULATOR APPRENTICE (4 YR)

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)

YOUTH BASKETBALL COACH 4 YRS. (CRYSTAL)  
9<sup>TH</sup> GRADE TRAVELING BASKETBALL COACH (COOPER)  
MEN'S BASKETBALL COORDINATOR 4 YRS (CRYSTAL)

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.)

HAVING LIVED ON BASSETT CREEK PARK FOR OVER 11 YRS., I HAVE ENJOYED WATCHING IT DEVELOP INTO AN ATTRACTIVE AND USEABLE FACILITY.

THE CRYSTAL PARK SYSTEM IS AN ASSET TO THE COMMUNITY, AND I WOULD LIKE TO BE PART OF THE PROCESS THAT HELPS PLAN AND MAKE DECISIONS ABOUT IT'S USE AND THE RECREATIONAL NEEDS OF THE RESIDENTS OF CRYSTAL.

Date Submitted: JANUARY 11, 1989.

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

TO: Jerry Dulgar, City Manager  
FROM: Bill Monk, City Engineer  
DATE: January 12, 1989  
RE: Norling Motors Lease

In early 1987 Crystal purchased a .55 acre site at 5548 Lakeland Avenue from Gunnar Norling as the northern one-third of the parcel was needed for right-of-way for the TH 169/CR 10 Intersection Project. The acquisition was negotiated for a final cost of \$241,000 and was funded by the City using allocations from its Municipal State Aid Account.

Mr. Norling worked closely with the project contractor during construction in order to be permitted to continue to occupy the premises. During this time Mr. Norling also worked with the City towards approval of a lease agreement that would allow Norling Motors to operate on the unused portion of his original site. On October 4, 1988, the Council granted preliminary approval of the lease concept and on December 13 approved the document in final form (copy attached).

At this time Mr. Norling has requested an opportunity to review Article III e) with the City Council as he believes the amount of the annual lease after the initial four-year term is too high at \$18,000. Some data the Council considered as this item was reviewed in December include the following:

- City purchased the site for \$241,000 using MSA funds so revenue earned by sale or lease must be returned to this same fund.
- Norling Motors will be required to complete approximately \$30,000 in improvements consistent with terms of the lease.
- Norling Motors must relinquish rights to between \$10,000 to \$20,000 in relocation allowances if permitted to remain at this location.
- Norling Motors will be responsible to pay real estate taxes (estimated between \$1,000 and \$2,000 annually) while the parcel is used for commercial purposes.

Re: Norling Motors Lease  
January 12, 1989  
Page 2

In establishing the annual lease amount at its December meeting, the Council considered both the value of the commercial site and a return on its initial purchase investment. Mr. Norling is aware that the Council has complete discretion in determining the terms of lease of public property. Further, this office has notified Mr. Norling that based on the action of the Council on January 17, I am anxious to execute a lease by January 31.

To assist the Council in its review, the packet as forwarded in December is attached.



WM:jrs

Encls

2/1/89 UPDATE

On January 17 the City Council moved to continue review of the Norling Motors lease until the item could be considered by the full Council. At that time staff was requested to further review commercial lease rates.

In discussing lease rates with a number of knowledgeable sources, it quickly became evident that the best method of calculating a lease rate involved amortization of the purchase price over a reasonable term (usually 20 years) while adding in an annual profit margin (10 to 12%). Using this method results in the following:

\$250,000 Purchase Price and Legal Costs

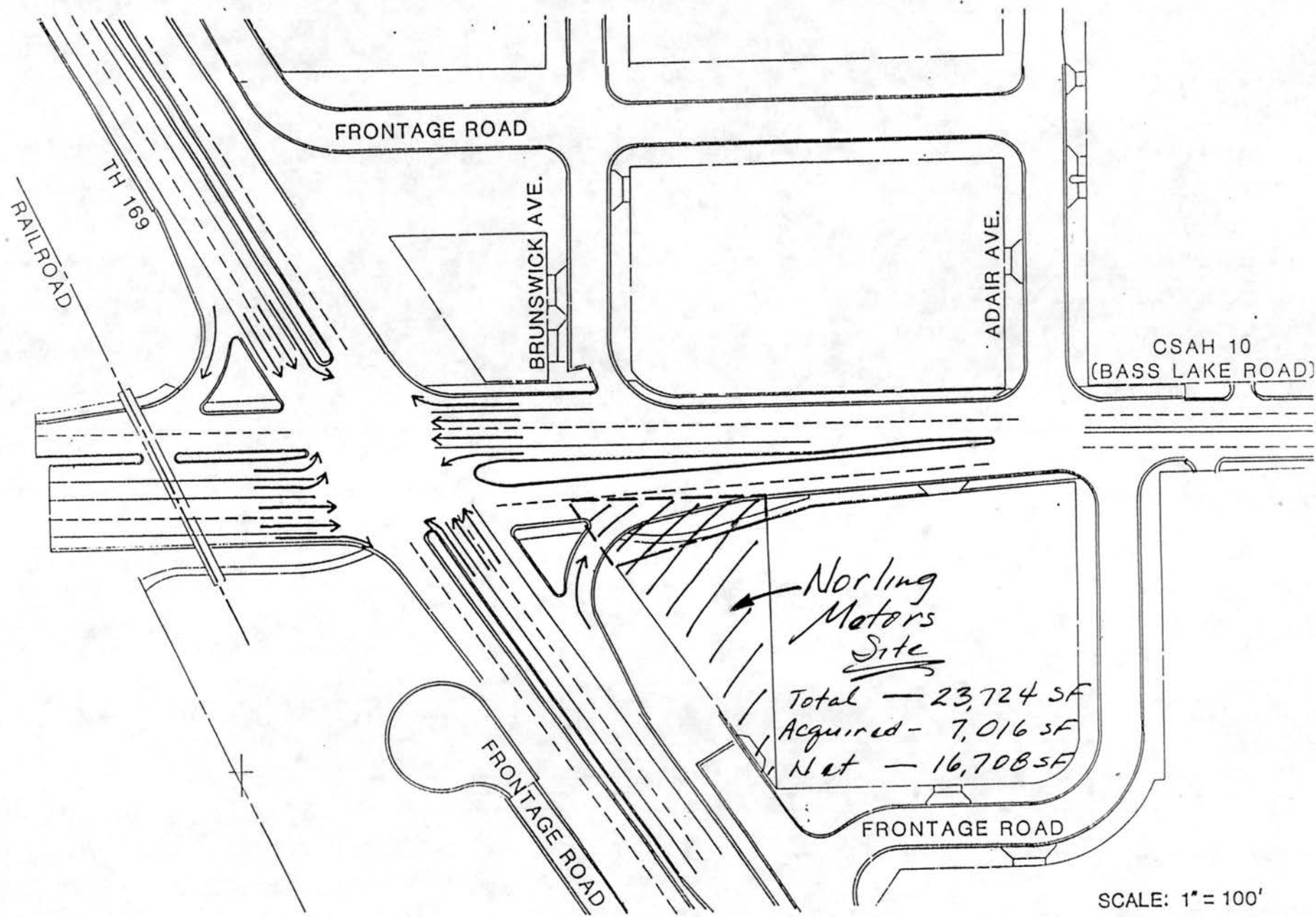
20 year term

x 1.12 profit margin

\$14,000 annual lease rate

The above numbers change considerably if the amortization term or profit margin is adjusted. However, the calculations clearly show the reasonableness of a lease rate in the range of \$12,000 to \$18,000 per year.





SCALE: 1" = 100'


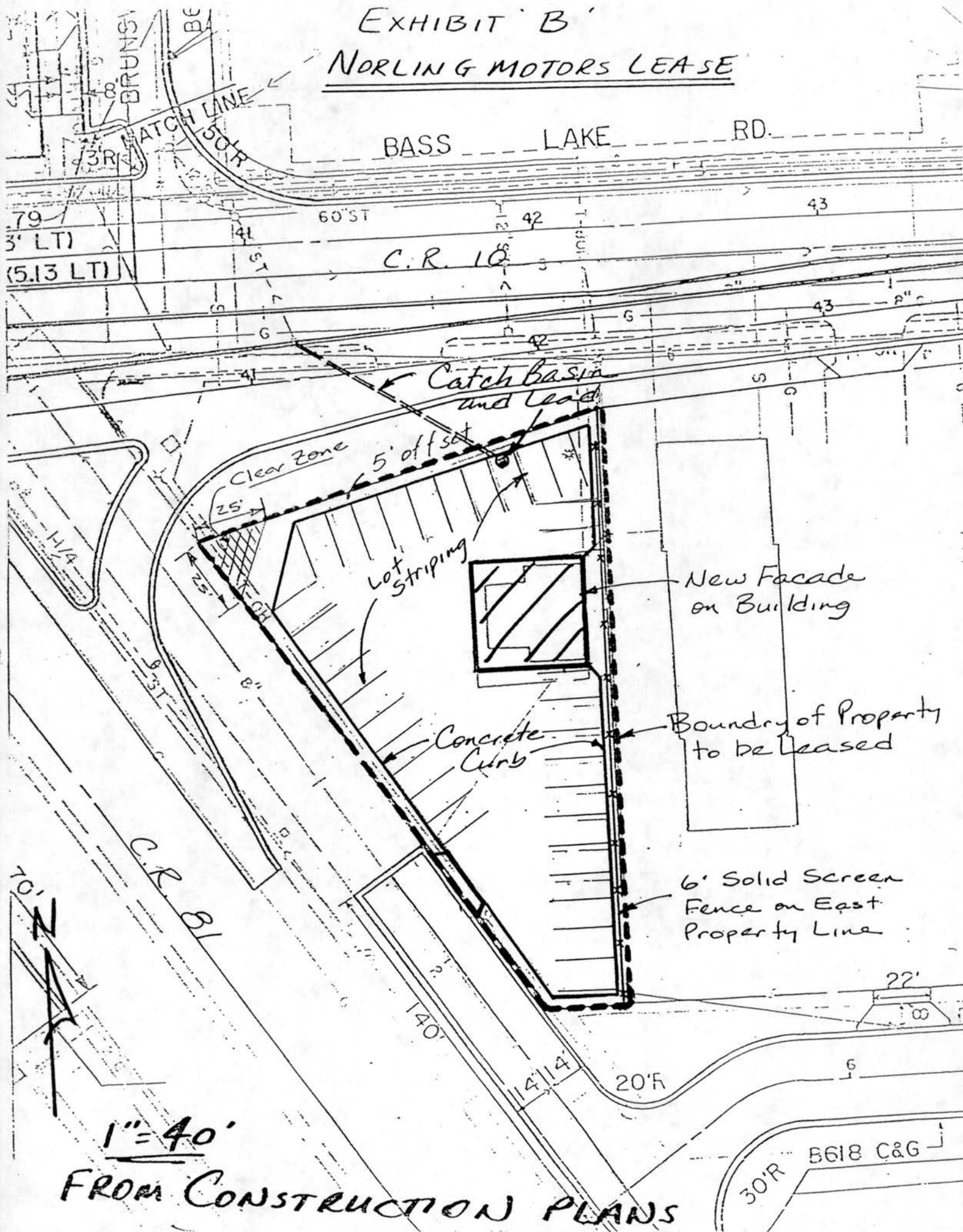
<p>FIGURE 3 Project Study Area Proposed Improvements</p>	<p><u>Proposed TH 169/CR 10 Intersection Improvement</u></p>	
--	--	---



EXHIBIT B  
NORLING MOTORS LEASE



1" = 40'  
FROM CONSTRUCTION PLANS

## L E A S E

THIS INDENTURE OF LEASE, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 1988, by and between the City of Crystal, a Minnesota Municipal corporation (hereinafter referred to as "Lessor") and Norling Motors Inc., a corporation under the laws of the State of Minnesota, owned and operated by S. Gunnar Norling and John R. Norling (collectively referred to herein as "Tenant").

### ARTICLE I.

#### DEMISE OF PREMISES.

For the term, at the rent and upon the provisions and conditions hereinafter contained, Lessor does hereby let and lease unto Tenant the premises, and all of the improvements thereon or attached thereto, legally described on Exhibit A, attached hereto and by this referenced incorporated herein ("Premises"). At the commencement of the term hereof, Tenant shall accept the improvements on the Premises in their existing condition, it being understood and agreed that Lessor makes no representations or warranties, express or implied as to the condition thereof or as to the use that may be made of the Premises, and it being further understood that Lessor shall not be liable to anyone for any defect in the Premises or for any limitation upon its use or enjoyment.

### ARTICLE II.

#### TERM OF LEASE.

The initial term of this Lease is four years ("Initial Term"), beginning on December 31, 1988. At the end of the Initial Term, this Lease may be renewed, at the sole option of the Lessor, pursuant to Article XIX below.

### ARTICLE III.

#### RENT.

##### 1) Amount.

The rent for the Premises is Eighteen Thousand Dollars (\$18,000.00) for the Initial Term of this Lease. If Lessor renews this Lease pursuant to Article XIX below, then the rent for the Premises shall be Twelve Thousand dollars (\$12,000.00) for each year following the Initial Term.

##### 2) Payment.

The rent shall be paid to the Lessor by the Tenant as follows:

- a) Three thousand dollars (\$3,000.00) on or before the 31st day of December, 1988.
- b) Four thousand dollars (\$4,000.00) on or before the 31st day of December, 1989.
- c) Five thousand dollars (\$5,000.00) on or before the 31st day of December, 1990.
- d) Six thousand dollars (\$6,000.00) on or before the 31st day of December, 1991.
- e) Eighteen thousand dollars (\$18,000.00) on or before the 31st day of December, 1992 and each year thereafter. Beginning in 1993 the \$18,000.00 rent for each year shall be increased by an amount equal to the product of:

\$18,000.00 multiplied by the percentage equal to previous year's Consumer Price Index, or other similar economic index, which shall be chosen by Lessor.

#### ARTICLE IV.

##### Quiet Enjoyment.

If Tenant pays the rent and complies with all other terms of this Lease, Tenant may use the Premises for the Initial Term of this Lease and any renewals thereof.

#### ARTICLE V.

##### Right of Entry.

Lessor and Lessor's agents or employees may enter the Premises to repair or inspect the Premises and perform any work that Lessor decides is necessary.

#### ARTICLE VI.

##### Transfer of Interests; Stipulation.

###### 1) Assignment and Subletting.

Tenant shall not assign this Lease, or lease or sublet the Premises to any other party, without the prior written consent of the Lessor. Tenant shall not sell this Lease or permit any other party to use the Premises without the prior written consent of the Lessor. Such an assignment, lease, sublet or other transfer of any interest in the Premises by the Tenant, or by S. Gunnar Norling or John R. Norling to any party other than to each other shall be a breach of this Article VI. The Lessor may assign, sell or otherwise transfer its interest in this Lease; however, such right of Lessor is subject to the right of first refusal

CITY OF CRYSTAL

RESOLUTION NO. 88-

RESOLUTION AMENDING AND RESTATING THE CITY OF CRYSTAL  
EMPLOYEE FLEXIBLE BENEFIT ACCOUNT PLAN, INCLUDING  
THE CITY OF CRYSTAL MEDICAL AND  
LIFE INSURANCE REIMBURSEMENT PLAN, AND THE  
CITY OF CRYSTAL DEPENDENT CARE ASSISTANCE PLAN,

WHEREAS, the City of Crystal ("the City") has adopted the City of Crystal Employee Flexible Benefit Account Plan, including the City of Crystal Medical and Life Insurance Reimbursement Plan, effective January 1, 1985 and including the City of Crystal Dependent Care Assistance Plan (hereinafter collectively referred to as the "Plan") effective January 1, 1989; and

WHEREAS, it is the City's desire to enable all eligible City employees to participate in the Plan; and

WHEREAS, the City also desires to clarify certain terms of the existing plan; and

WHEREAS, the City Attorney has advised the City to update the format of its Plan and the City desires to amend and restate the Plan; and

WHEREAS, the City has reserved the right to amend the Plan pursuant to Article V of the City of Crystal Employee Flexible Benefit Account Plan including the City of Crystal Medical and Life Insurance Reimbursement Plan, and Article IX of the City of Crystal Dependent Care Assistance Plan.

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

1. All employees of the City of Crystal employed on a continuing basis by the City, who work more than 1,000 hours in a Plan year, are eligible to participate in the Plan, effective January 1, 1989, and



2. The Plan is hereby amended and restated in accordance with the amended documents now on file with the City Clerk, effective January 1, 1989, and

3. The City Council finds and determines that it is in the best interest of the sound administration of city government that the amended and restated documents be adopted, effective January 1, 1989, and

4. The Mayor, City Manager, and other officers of the City, are authorized and directed to execute and deliver all documents necessary for the prompt implementation of the amended and restated Plan.

Dated: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

JJC.01

February 3, 1989

TO: City Councilmembers  
FROM: Jim Kelly, Administrative Assistant  
RE: The Employee Benefit Administration Company  
Premium Quote for Workers' Compensation Insurance

Accompanying this memo is the premium quote from the Employee Benefit Administration Company for workers' compensation insurance covering the period of 3-4-89 to 3-4-90. The 1989 approved budget appropriation for workers' compensation is \$120,000. The quoted premium from EBA is \$100,121.

Both myself and Mr. Cary Shaich of The Towle Agency will be present at the Council meeting of February 7 to answer any questions concerning this quote and workers' compensation in general.

Thank you.

cc: Cary Shaich

League of Minnesota Cities Insurance Trust  
Group Self-Insured Workers' Compensation Plan

ADMINISTRATOR

EMPLOYEE BENEFIT ADMINISTRATION CO.

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

Application for Coverage  
(RENEWAL of Agreement No. 02-000665-2)

The City of CRYSTAL Minn.  
hereby requests coverage under the League of Minnesota Cities Self-Insured Workers'  
Compensation Program for the period 03/04/1989 to 03/04/1990  
and agrees to pay a deposit premium of \$ 100,121.00  
One copy of this application should be signed by an authorized representative of the city requesting  
coverage and returned to the program administrator:

Employee Benefit Administration Co.

8441 Wayzata Blvd. Suite 200

Minneapolis, MN 55426-1392

Received

1/31/89  
Approved for payment

Date of Approval

Code★

Signature

Title

Date

League of Minnesota Cities Insurance Trust  
Group Self-Insured Workers' Compensation Plan

ADMINISTRATOR

**EMPLOYEE BENEFIT ADMINISTRATION CO.**

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

**Application for Coverage**

(RENEWAL of Agreement No. 02-000665-2)

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hereby requests coverage under the League of Minnesota Cities Self-insured Workers'

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03/04/1989

to

03/04/1990

and agrees to pay a deposit premium of \$

100,121.00

One copy of this application should be signed by an authorized representative of the city requesting  
coverage and returned to the program administrator:

Employee Benefit Administration Co.

8441 Wayzata Blvd. Suite 200

Minneapolis, MN 55426-1392

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



League of Minnesota Cities Insurance Trust  
Group Self-Insured Workers' Compensation Plan

ADMINISTRATOR

**EMPLOYEE BENEFIT ADMINISTRATION CO.**

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

**Self-Insured Workers' Compensation Quotation**

(RENEWAL of Agreement No. 02-000665-2)

Name of City: CITY OF CRYSTAL

Policy Period: From: 03/04/1989 To: 03/04/1990

Estimated Annual Premium:

	CODE	RATE	ESTIMATED PAYROLL	DEPOSIT PREMIUM
STREET CONSTRUCTION & MAINTENANCE	5506	8.10	221000.	17901.
WATERWORKS	7520	3.23	183000.	5911.
FIREFIGHTERS (VOLUNTEER)	7708	77.63	POP 25543.	19829.
POLICE	7720	4.54	1020000.	46308.
CITY SHOP & YARD	8227	3.88	45000.	1746.
CLERICAL	8810	0.39	808000.	3151.
BUILDING MAINTENANCE & REPAIR	9015	9.95	22000.	2189.
PARKS	9102	5.02	440000.	22008.
MUNICIPAL EMPLOYEES	9410	2.91	243520.	9796.
ELECTED OR APPOINTED OFFICIALS	9411	2.91	25480.	741.
Manual Premium				129560.
Experience Modification 0.85				
Standard Premium				110381.
Premium Discount				10260.
Discounted Standard Premium				100121.
LMC Insurance Trust Discount 0%				0.
Net Deposit Premium				100121.

The foregoing quotation is for a deposit premium based on your estimate of payroll. Your final actual premium will be computed after an audit of payroll subsequent to the close of your policy year and will be subject to revisions in rate or experience modification. While you are a member of the LMCIT Workers' Compensation Plan, you will be eligible to participate in distributions from the Trust based upon claims experience and earnings of the Trust.

Employee Benefit Administration Co.

League of Minnesota Cities Insurance Trust  
Group Self-Insured Workers' Compensation Plan

For More Prompt Delivery  
Address Mail To:  
Employee Benefit Admin. C  
P. O. Box 59143  
Mpls., MN 55459-0143

ADMINISTRATOR  
EMPLOYEE BENEFIT ADMINISTRATION CO.

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

Notice of Premium Refund Option

At the end of each year (January 1) of the League of Minnesota Cities Insurance Trust Self-Insured Workers' Compensation Program a distribution of excess surplus funds, if any, will be returned to participants under a formula taking into account the earnings and claims experience of the Trust, as well as the loss records of individual participants. As an alternative, participating cities with a discounted standard premium in excess of \$50,000 may elect to have their distribution made to them in an amount determined by their individual loss experience. The final net cost to an electing participant will be as follows:

Discounted standard premium  $\times$  35% plus losses  $\times$  1.10% equals minimum final net cost. Maximum final net cost will not exceed standard premium  $\times$  1.20.

Please return a signed copy of this notice to the administrator with your application for coverage. If this election is made the final net cost of your workers' compensation insurance for the coming policy year, based on estimated payroll, would be between a minimum of \$ 35,042 and a maximum of \$ 132,457 depending upon your losses. Adjustments will be made six months after the close of your policy year and annually thereafter.

If this election is not made you will share in the regular distribution of surplus funds.

\_\_\_\_\_ Yes, we wish to select the Alternative Refund Option.

Policy Period:

Name of City Crystal

3-4-89 to 3-4-90

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

This election cannot be accepted unless received in the offices of the plan administrator by the beginning of your policy period.

LeFevere  
Lefler  
Kennedy  
O'Brien &  
Drawz

a Professional  
Association

2000 First Bank Place West  
Minneapolis  
Minnesota 55402

February 1, 1989

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

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

Re: Halek Liquor License

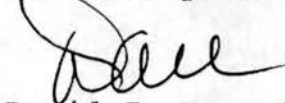
Dear Jerry:

I understand that Mr. Halek has asked to appear before the Council on Tuesday to ask it to reconsider its denial of his application for an off-sale liquor license at 5600 Bass Lake Road.

I see no reason why the Council may not receive additional testimony from Mr. Halek and from the City staff if it wants to do so. The public hearing required by City policy has been held and need not be reopened. While I think the applicant had ample opportunity to present his case when the application was first considered and the Council's resolution of denial was clear, you will recall that only four members were present and one abstained from the vote (and there are now two new members) and perhaps a reconsideration of the matter is in order.

If the Council changes its view, the motion would be to rescind the prior resolution and grant the license. If it maintains its previous position the proper motion is to ratify and confirm the prior resolution.

Yours very truly,



David J. Kennedy

DJK:caw

MEMORANDUM

TO: JERRY DULGAR  
CITY MANAGER

FROM: JAMES MOSSEY  
CHIEF OF POLICE

DATE: JANUARY 31, 1989

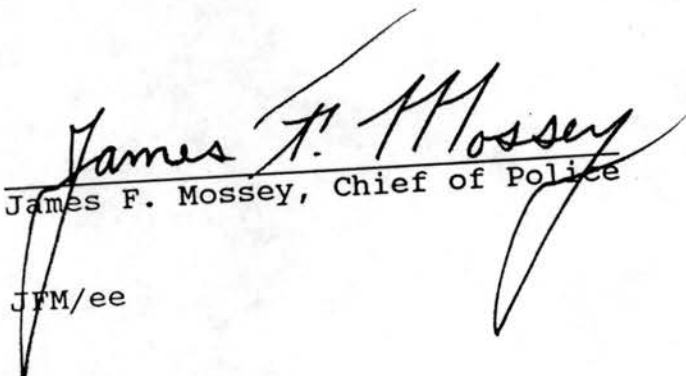
RE: OFF SALE LIQUOR LICENSE  
JEROME HALEK

I think it should be brought to the City Council's attention that in the course of a background investigation the Police Department discovered-- and this is indicated on the Resume of Detective Daniel T. Drake-- that Jerome Frank Halek had been arrested for an unlawful entry. He was sentenced to one year in the workhouse and the sentence was stayed.

In checking his application for liquor license the first page indicates what the information will be used for and that if a false statement is made or concealing a material fact in the application is detected that that may be basis for denial of the application.

I have checked through his application form, and specifically that part which asks for arrests and/or charged with crimes. The only reference made by Halek was that he had six DWIs in the past but has not had a ticket in the last nine years. There is no reference to the unlawful entry charge.

This is brought to your attention merely as information which the Council may wish to evaluate when reconsidering his license.

  
James F. Mossey, Chief of Police

JFM/ee



RESOLUTION NO. 89 4

RESOLUTION RATIFYING AND CONFIRMING  
DENIAL OF APPLICATION FOR OFF-SALE  
LIQUOR LICENSE FOR JEROME HALEK

BE IT RESOLVED BY THE CITY OF CRYSTAL, MINNESOTA:

1. This Council after public hearing, by Resolution No. \_\_\_\_\_ denied the application of Jerome Halek for an off-sale intoxicating liquor license.

2. After further consideration of the application and appearance by the applicant this day, it is found and determined that no new information has been submitted to this Council that would warrant a change in its judgment expressed in Resolution No. \_\_\_\_\_. In addition, it has come to the attention of this Council that the applicant has not fully revealed all information requested by item 7 of the City application form.

3. Resolution No. \_\_\_\_\_ is ratified and confirmed in all respects.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Clerk

CRYS3:0011RE01.F16

OFFICIAL RECEIPT

City of Crystal

No. 41845

Date 9-14 1988

Received of J. F. Haluk Motel

Two Hundred and 00/100 DOLLARS \$ 200.00

For Off-Sale Liquor License Investigation

FD	ACCT.	SUB.	AMOUNT	FD	ACCT.	SUB.	AMOUNT
						3516	200.00

D. George  
CLERK

33  
\$ 14.67

\$ 8 3.35 = 5 m's  
Off Sale  
Liquor

2-1-88 thru  
6-30-88

Council denied  
12-13-88

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

*check returned to  
Mr. Halek in person  
for pro-rated license  
fee on 12-14-88  
R. G.*

### 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) <b>HALEK JEROME FRANK</b>		Trade Name or DBA <b>J. E. HALEK LIQUOR</b>	
License Location (Street Address/Lot & Block No.) <b>5600 BASS LANE ROAD</b>		License Period From _____ To _____	Applicant's Home Phone <b>(612) 535-3741</b>
Municipality	County <b>HENP</b>	State <b>MINN</b>	Zip Code <b>55142</b>
Name of Store Manager <b>JEROME F. HALEK</b>		Business Phone Number	Date of Birth (Individual Applicant) <b>1 13 42</b>
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	D.O.B.	Address	City Title/Shares
Partner/Officer	D.O.B.	Address	City Title/Shares
Partner/Officer	D.O.B.	Address	City Title/Shares
Partner/Officer	D.O.B.	Address	City Title/Shares

1. If a corporation, date of incorporation \_\_\_\_\_, state incorporated in \_\_\_\_\_ amount of authorized capitalization \_\_\_\_\_, amount of paid in capital \_\_\_\_\_, if a subsidiary of any other corporation, so state \_\_\_\_\_ give purpose of corporation \_\_\_\_\_ if incorporated under the laws of another state, is corporation authorized to do business in the State of Minnesota? \_\_\_\_\_. Number of certificate of authority \_\_\_\_\_.
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? B4?
4. Is establishment located near any state university, state hospital, training school, reformatory or prison? No, state approximate distance \_\_\_\_\_.
5. State name and address of owner of building JEROME F. HALEK 5600 BASS LANE ROAD  
has owner of building any connection, directly or indirectly, with applicant? YES SAME.
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

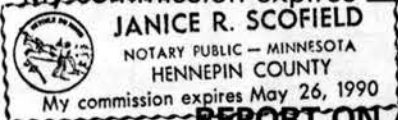
10. State whether any person other than applicants has any right, title or interest in the furniture, fixtures, or equipment for which license is applied, and if so give name and details. No
11. Have applicants any interest whatsoever, directly or indirectly, in any other liquor establishment in the State of Minnesota? No Give name and address of such establishment \_\_\_\_\_
12. Furnish name and address of one bank reference The Bank 700  
Bass Lake 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 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? No
15. If a drug store, state length of time the store has been in operation \_\_\_\_\_
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 \_\_\_\_\_
17. State whether applicant has, or will be granted, a Sunday On-Sale Liquor License in conjunction with the regular On-Sale Liquor License \_\_\_\_\_
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 \_\_\_\_\_
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

19th day of September, 1988.

Janice R. Scofield  
(Notary Public)

My commission expires May 26, 1990



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

John F. Stahl  
(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 \_\_\_\_\_

\_\_\_\_\_  
(Name of city, village or borough) Police Department

Approved By: \_\_\_\_\_

\_\_\_\_\_  
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  
ST. PAUL, MN 55101  
(612) 296-6430**

**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) <b>HALEK JEROME FRANK</b>		Trade Name or DBA <b>J.F. HALEK LIQUOR</b>	
License Location (Street Address/Lot & Block No.) <b>5600 BASS LAKE ROAD</b>		License Period From _____ To _____	Applicant's Home Phone <b>(612) 535-3741</b>
Municipality _____	County <b>HENP</b>	State <b>MINN</b>	Zip Code <b>55428</b>
Name of Store Manager <b>JEROME F HALEK</b>		Business Phone Number _____	Date of Birth (Individual Applicant) <b>1-13-42</b>
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	D.O.B.	Address	City Title/Shares
Partner/Officer	D.O.B.	Address	City Title/Shares
Partner/Officer	D.O.B.	Address	City Title/Shares
Partner/Officer	D.O.B.	Address	City Title/Shares

1. If a corporation, date of incorporation \_\_\_\_\_, state incorporated in \_\_\_\_\_ amount of authorized capitalization \_\_\_\_\_, amount of paid in capital \_\_\_\_\_, if a subsidiary of any other corporation, so state \_\_\_\_\_ give purpose of corporation \_\_\_\_\_ if incorporated under the laws of another state, is corporation authorized to do business in the State of Minnesota? \_\_\_\_\_. Number of certificate of authority \_\_\_\_\_.
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? B4?
4. Is establishment located near any state university, state hospital, training school, reformatory or prison? NO, state approximate distance \_\_\_\_\_.
5. State name and address of owner of building James F. Hales 6000 Lakeland NW; has owner of building any connection, directly or indirectly, with applicant? YES SAME.
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**

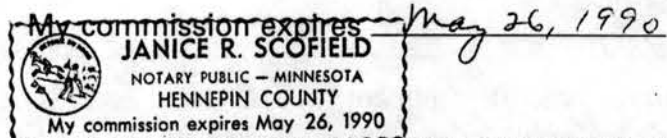
Mailing Address (If other than Licensing Authority)		Transaction Type	
Code	Fees A _____ B _____ C _____	Date Approved	Violations Approved

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? No Give name and address of such establishment \_\_\_\_\_
12. Furnish name and address of one bank reference The BANK 700  
Base Lake 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 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? No
15. If a drug store, state length of time the store has been in operation \_\_\_\_\_
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 \_\_\_\_\_
17. State whether applicant has, or will be granted, a Sunday On-Sale Liquor License in conjunction with the regular On-Sale Liquor License \_\_\_\_\_
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 \_\_\_\_\_
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

19th day of September, 1988.

Janice R. Scofield  
(Notary Public)



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

Jan F. J. J. J.  
(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 \_\_\_\_\_

\_\_\_\_\_  
(Name of city, village or borough) Police Department

Approved By: \_\_\_\_\_

\_\_\_\_\_  
Title

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



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

ADMINISTRATIVE OFFICE

November 17, 1988

NOTICE OF HEARING ON  
APPLICATION FOR LIQUOR LICENSE

NOTICE IS HEREBY GIVEN that the City Council of the City of Crystal, Minnesota, will meet on December 13, 1988 at the Crystal Municipal Building, 4141 Douglas Drive North, to consider the liquor license application of Jerome Frank Halek for an off-sale liquor establishment at the following location:

5600 Bass Lake Road

All persons interested in the liquor license application at the above-named property are hereby notified to be present to be heard with reference to this application if you so desire.

This Notice is given pursuant to the City Council directive requiring all property owners and residents of residential properties within 500 feet of the proposed location of a license be notified of such hearing. The meeting begins at 7:00 P.M.

Darlene George  
City Clerk  
City of Crystal

MEMORANDUM

TO: Jerry Dulgar  
City Manager

FROM: James F. Mossey  
Chief of Police

DATE: November 9, 1988

RE: Off Sale Liquor License  
Jerome Halek

Attached please find the Resume of Detective Daniel T. Drake regarding investigation into the application for an Off Sale Liquor License by Jerome Halek. You will note that there is reference to an extensive driving record which involves abuse of alcohol and a list of Calls For Service to his motel dating back to December 1, 1982.

It appears that the motel requires a high percentage of police attention. With the Council's concerns about excessive calls to liquor establishments, my conclusion is that if a liquor license is granted to Mr. Halek to sell liquor, we can expect a high rate of police service to his business.

Based upon the above information, I cannot recommend that an Off Sale Liquor License to issued to Mr. Halek.

If you have any questions about this, please let me know.

  
James F. Mossey, Chief of Police

JFM:ds1



RESUME OF DETECTIVE DANIEL T. DRAKE  
LIQUOR LICENSE INVESTIGATION OF JEROME FRANK HALEK

I checked the following sources of information of Jerome Halek:

1. Bankruptcy Court - They had no record of Jerome Halek.
2. Civil Processes - Nothing pending on Jerome Halek.

Jerome Halek's financial statement appeared to be as he had represented it on the application. Letters were sent to The Bank and First Minnesota, and they confirmed the existence of the accounts that Halek listed on the application.

I spoke to the parties Jerome Halek listed as references and received positive reports from these parties.

Jerome Halek has no automated CCH. I checked the Bureau of Criminal Apprehension for a nonautomated record on Jerome Frank Halek. I found one entry listed as an unlawful entry. Halek was sentenced to one year in a work house and the sentence stayed.

Jerry Halek's driving record is as follows: Jerome Halek has a valid Minnesota Driver's License with a B-card restriction. Any use of alcohol or drugs invalidates the license.

On 12-20-81 Jerome Halek was cancelled as being inimical to public safety.

On 2-20-81 he had a revocation for an alcohol content of .10 or more. On 3-18-81 he was charged with driving after withdrawal. On 1-31-81 he was charged with driving after withdrawal and driving while under the influence of alcohol.

It's also cancelled for being inimical to public safety on 11-30-79.

On 9-23-79 he was convicted of driving while under the influence of alcohol. On 7-21-73 he was convicted of driving while under the influence of alcohol. On 1-21-73 he was convicted of driving while under the influence of alcohol. On 11-20-72 he was convicted of driving while under the influence of alcohol. On 11-5-70 he was convicted of driving under the influence of alcohol. On 12-26-63 he was convicted of driving while under the influence of alcohol.

Jerome Halek had no outstanding warrants.

I also contacted the Better Business Bureau and found no complaints with the Halek Motel.

See the attached list of numerous police calls involving Jerry Halek and the Halek Motel. He has had 142 calls for service since 1983.

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

535-374/  
Jerome Halek

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.

HALEK, JEROME FRANK PERSONAL HISTORY  
Name in full (Last, first, middle)

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) <div></div>	Are you a U.S. citizen? ( ) Yes ( ) No	Naturalized? ( ) Yes
		Derivative? ( ) Yes
Place of birth	Naturalization	
	Place	Date
	Explain Derivative Citizenship	Court
SWEDISH Ho, P		





## **Partially Scanned Material**

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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

Jerome F. Walsh

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

Jerome F. Walsh  
(Signature)

Date:

7/14/88

(Spouse's Signature)

6000 Lakeland <sup>apt 202</sup> No 55428  
(Address)

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_



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

POLICE DEPARTMENT

September 22, 1988


The Bank  
7000 Bass Lake Road  
Crystal, MN 55422

To Whom it May Concern:

Enclosed is a Release Form signed by Lenny Halek. Mr. Halek is a customer of your financial institution. Mr. Halek has applied for a liquor license. I am conducting a background check on the information provided to the City by Mr. Halek. I would greatly appreciate any information that your organization has about Lenny Halek's financial picture, including account verification, late payment, and on any credit information.


Thank you very much.

Sincerely,

  
Daniel Drake  
Investigator  
City of Crystal

DD:ee  
Enc.

Mr. Halek has a personal checking account with The Bank North, this account is a Med. 3, opened on 11-7-86. He does not have any loans with us at this time.

  
Bonnie Brand  
Account Service Rep.



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

POLICE DEPARTMENT

SEP 27 REC'D

013

September 22, 1988

First Minnesota  
5440 West Broadway  
Crystal, MN 55422

To Whom it May Concern:

Enclosed is a Release Form signed by Lenny Halek. Mr. Halek is a customer of your financial institution. Mr. Halek has applied for a liquor license. I am conducting a background check on the information provided to the City by Mr. Halek. I would greatly appreciate any information that your organization has about Lenny Halek's financial picture, including account verification, late payment, and on any credit information.

Thank you very much.

Sincerely,

Daniel Drake  
Investigator  
City of Crystal

DD:ee  
Enc.

Checking account # 8632929  
Current bal 682.40  
2 mo average bal 1106.50  
opened 07-09-88

We do not rate

09-27-88

URSULA HILLER  
VERIFICATION ANALYST



CRY016 S BCN127 SEP 15 1988 15:02:57 SEP 15 1988 15:03:36

MN.MNBCA00D4.MN0270400.TXT

2029 BCA ST PAUL, MN 091588

TO: CRYSTAL PD ATN/DRAKE

REF: HALEK, JEROME FRANK

\*\*\*\*\*  
\*THIS RECORD IS CURRENT AS OF THIS DATE. CHANGES MAY OCCUR AFTER THIS DATE  
AND SUBSEQUENT USE REQUIRES A NEW INQUIRY. USE AND DISSEMINATION OF THIS  
INFORMATION IS RESTRICTED BY STATE AND FEDERAL REGULATION\*  
\*\*\*\*\*

989861 MN0271100 ULAWFUL ENTRY---1 YR WKHSE SENT STYD  
END OF QUERY RESPONSE

DPS-MN BUREAU OF CRIMINAL APPREHENSION ST PAUL/GN

END OF MESSAGE

MN.MN0270400.MNBCA00D4.

TXT

REQUEST NON-AUTOMATED RECORD CHECK PLEASE

NAM/HALEK, JEROME FRANK. [REDACTED]

RRB/DET DRAKE

CRYSTAL PD OPR/JAA

CRY007 SEP 15 1988 14:12:13 ACK

CRY023	CRY013	OCT 12 1988 15:21:22	OCT 12 1988 15:22:30	02/02	-
*04/22/81	* SUSP - 2ND DRIVING AFTER WITHDRAWAL	00150	09/20/81		( -
03/18/81	DRIVING AFTER WITHDRAWAL			110326	-
02/20/81	REHABILITATION REQUIRED				-
*02/20/81	* REV - ALCOHOL CONTENT.10 OR MORE	00120	06/20/81	01/31/81	( -
02/17/81	APA HELD			27	-
01/31/81	DRIVING AFTER WITHDRAWAL			104935	-
01/31/81	DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL	IC-6		02/09/81	-
03/05/80	PASSED DRIVER TEST			02/29/80	-
12/27/79	NOTICE RE REQUIREMENTS SENT			12/27/79	-
11/30/79	REHABILITATION REQUIRED				-
*11/30/79	* CANC - DENY - INIMICAL TO PUB SFTY				-
11/29/79	APA HELD			27	-
*11/28/79	* REV - 6 ALCOHOL INCIDENTS ON RECORD	00365	12/29/79	09/23/79	-
09/23/79	DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL			11/19/79	-
07/21/73	DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL			08/21/74	-
01/21/73	DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL			08/21/74	-
11/20/72	DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL			08/21/74	-
11/05/70	DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL			08/23/71	-
12/26/63	DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL				( -

MESSAGE WAITING PRESS PA1

CRY011 CRY006 SEP 15 1988 14:07:41 SEP 15 1988 14:07:48 01/03  
PAGE 1

MINNESOTA DEPARTMENT OF PUBLIC SAFETY  
-MN BCA - CJIS - CCH SUMMARY - FOR OFFICIAL USE ONLY-  
SCO/106. [REDACTED] LVL/NOT DETERMINED.  
NAM/HALEK, JEROME FRANK. [REDACTED]

CHG/N.  
FPC/221114C014191113C113.  
HPC/22 M 9 U OO0MM 14 -L 2 U OOIMM 13.  
ICO/RECORD NOT AUTOMATED.  
REL/F00787. FRM/F00153.

CRY011 CRY006 SEP 15 1988 14:07:41 SEP 15 1988 14:07:59 02/03  
PAGE 2

\*  
THIS RECORD IS CURRENT AS OF THE DATE INDICATED BELOW. CHANGES  
MAY OCCUR AFTER THIS DATE AND SUBSEQUENT USE REQUIRES A NEW  
INQUIRY. USE AND DISSEMINATION OF THE INFORMATION IS RESTRICTED  
BY STATE AND FEDERAL REGULATION.  
THIS INQUIRY LOGGED.

\*  
SCO/077. [REDACTED]  
NAM/HALLICH, JAMES RICHARD. [REDACTED]  
[REDACTED] FPC/11TTTT08090552080509.

\*  
SCO/072. [REDACTED] FBI/411273AA7.  
NAM/HULSE, GERALD STANLEY. [REDACTED]  
[REDACTED] FPC/P06612P0121668142217.

CRY011 CRY006 SEP 15 1988 14:07:41 SEP 15 1988 14:08:08 03/03  
PAGE WAITING PRESS PA1



END OF QUERY RESPONSE. AS OF 091588

CRY012 NCI642 SEP 15 1988 14:08:18 SEP 15 1988 14:08:24

NL015 CRY00600632 270400

NO IDENTIFIABLE RECORD IN THE NCIC INTERSTATE IDENTIFICATION INDEX  
(III) FOR NAM/HALEK, JEROME FRANK. [REDACTED]

NOTICE -- THIS DOES NOT PRECLUDE THE POSSIBLE EXISTENCE OF MATCHING  
RECORDS IN LOCAL, STATE, OR FBI IDENTIFICATION DIVISION FILES THAT ARE  
NOT INDEXED IN THE NCIC III. IF YOU DESIRE A SEARCH OF THE FBI  
IDENTIFICATION DIVISION FILES, A FINGERPRINT CARD SHOULD BE SUBMITTED.  
END

CRY023 CRY013 OCT 12 1988 15:21:22 OCT 12 1988 15:21:36 01/02

\*  
\*  
\*  
\*

TXT

JEROME FRANK HALEK

6000 LAKELAND AV

MPLS MN 55428

DLT/C-00 1. EXP 011390

RSTR: ANY USE OF ALCOHOL OR DRUGS INVALIDATES LICENSE

RSTR: B-CARD

STATUS: VALID

PHOTO #: 6100052026. ISU/030486.

>04/28/88 MCIP TIL 6-6-88 R

>03/17/88 MCIP TIL 4-25-88 D

02/24/86 REINSTATE DRIVING PRIVILEGES - RECEIPT

02/21/86 REHABILITATION COMPLETED

02/14/86 PASSED DRIVER TEST

02 11 86

\*12/20/81 \* CANC - DENY - INIMICAL TO PUB SFTY

09/23/81 FEE REQUIREMENT MET

09/23/81

09/18/81 NOTICE RE REQUIREMENTS SENT

09/18/81

07/20/81 PASSED DRIVER TEST

07/15/81

06/30/81 PASSED WRITTEN TEST

PAGE WAITING

PRESS PA1



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## CALLS FOR SERVICE

\*AGENCY: 3

\* LIST OF POSSIBLE CANDIDATES \*

NO	NAME	DATE REPORTED	TIME RCVD	ACTIVITY CODE	RD	INCIDENT NO
1	HALECK, JEROME	120182	1708	HEALTH/WELEA	0003	82009481
2	HALEK, JEROME	120682	2038	MEDICAL	0003	82009634
3	HALEK, JEROME	011683	1242	DAR/DAS/DAC	0003	83000446
4	HALECK, CAROL	020483	1529	DOMESTIC	0003	83000926
5	HALEK, CAROL	021083	2327	DOMESTIC	0003	83001092
6	HALEK	040883	1806	DOMESTIC	0003	83002592
7	HALEK, JEROME FRANK	040983	0334	VANDALISM	0003	83002616
8	HALEK, JEROME	050583	2300	SUSP/INFO	0004	83003404
9	HALEK, JEROME	052883	1641	MEDICAL	0003	83004095
10	HALEK, JEROME	081183	0300	ALL OTH PUBS	0003	83006990
11	HALEK, JEROME	082083	0139	ALL OTH PUBS	0003	83007328
12	HALEK, JEROME	082083	0326	ALL OTH PUBS	0008	83007333
13	HALEK, JEROME	022484	1836	ALL OTH PUBS	0003	84001463
14	HALEK, KRIS JOSEPH	032884	2336	M/V THEFT	0016	84002350
15	HALEK, JERRY	060584	0118	FIGHT	0003	84004460

&gt;SELECT ITEM NO : \_\_\_\_

## CALLS FOR SERVICE

\*AGENCY: 3

\* LIST OF POSSIBLE CANDIDATES \*

NO	NAME	DATE REPORTED	TIME RCVD	ACTIVITY CODE	RD	INCIDENT NO
1	HALEK, JERRY	062184	0526	ALL QTH PURS	0003	84005066
2	HALEK, JEROME FRANK	090484	0234	PI ACC MV/MV	0008	84007451
3	HILLUKKA, KEITH ALAN	090684	0729	LARCENY	0008	84007515
4	HALEK, JEROME	101484	0327	ALL QTH PURS	0003	84008655
5	HALEK, JEROME FRANK	103084	1445	LARCENY	0003	84009147
6	HALECK, JEROME	112584	1948	SUSP/INFO	0003	84009860
7	HALEK, JERRY	030285	0133	FIGHT	0003	85001758
8	HALEK, JEROME	032385	2107	HEALTH/WELEA	0003	85002448
9	HALEK, JERRY	051085	0112	HEALTH/WELEA	0003	85003906
10	HALEK, JEROME	082385	1353	DOMESTIC	0003	85007589
11	HALEK, JEROME	112685	0311	PARTY/MUSIC	0003	85010418
12	HALLICH, PAULA RICHELLE	120785	2049	JUV T/TAG	0009	85010763
13	HILLUKKA, SUSAN JANE	051286	2222	JUV T/TAG	0030	86003697
14	HALEK, JEROME FRANK	051586	0150	BURGLARY	0008	86003768
15	HOLEC, JEANNINE MURIEL	050287	1319	LARCENY	0029	87003465

&gt;SELECT ITEM NO : \_\_\_\_



CALLS FOR SERVICE

\*AGENCY: 3

\* LIST OF POSSIBLE CANDIDATES \*

NO	NAME	DATE REPORTED	TIME RCVD	ACTIVITY CODE	RD	INCIDENT NO
1	HALEK, JERRY	071587	1154	ALL OTH PUBS	0003	87006051
2	HALICK, NICOLE LYNN	032188	1500	SEX CRIMES	0036	88002106
3	HILLUKKA	061688	0127	ANIMAL DET.	0008	88004913
4	HALEK, JEROME	062488	2050	ALL OTH PUBS	0003	88005217
5	HALEK, JEROME	062488	2138	PUBLIC PEACE	0003	88005220
6	HALEK, JEROME	101088	1725	SUSP/INFO	0003	88008696
7						
8						
9						
10						
11						
12						
13						
14						
15						

>SELECT ITEM NO : \_\_

10/18/88

CALLS FOR SERVICE SUMMARY 10/0183 TO 101888  
6000 LAKELAND ROYAL CROWN MOTEL  
142 CALLS

PAGE 001

DATE REPORT	ACTIVITY CD	INCIDENT NO	DISPOSITION	DISP REMARKS
120182	HEALTH/WELFA	82009481	ADVISE/ASSIST	CHECKED OK,
120682	MEDICAL	82009634	ADVISE/ASSIST	KENNETH KOHNEN AGE 60 NORTH VIA NORTH
120782	ALL OTH PUBS	82009639	ADVISE/ASSIST	ADVISED NO VACANCIES, AND LEFT
121682	DOMESTIC	82009881	ADVISE/ASSIST	ADVISED
011683	DAR/DAS/DAC	83000446	ARREST	CHRISTENSEN, DAVID CHARLES, DOB/091348
012883	ALL OTH PUBS	83000736	GONE ON ARRIVAL	
012883	LARCENY	83000740	ADULT-RPT-TKN	
020483	DOMESTIC	83000926	ADVISE/ASSIST	ASSISTED
021083	DOMESTIC	83001092	ADVISE/ASSIST	
030283	MEDICAL	83001565	ADVISE/ASSIST	REFUSED TREATMENT
030383	HEALTH/WELFA	83001598	ADULT-RPT-TKN	NORTH VIA NORTH, SEE SUPP
031583	SUSP/INFO	83001916	UNFOUNDED	UNFOUNDED, WRONG PERSON
040883	DOMESTIC	83002592	ADVISE/ASSIST	
040983	VANDALISM	83002616	ADULT-RPT-TKN	
041583	FIRE-COMM	83002802	ADVISE/ASSIST	
042583	AST OT AGENC	83003069	ADVISE/ASSIST	
052483	MEDICAL	83003983	ADVISE/ASSIST	
052883	MEDICAL	83004095	UNFOUNDED	
060883	LARCENY	83004434	ADULT-RPT-TKN	
060883	DOMESTIC	83004467	ADVISE/ASSIST	HAWTHORNE, ROBERT DAVID/NOT AT SCENE
070283	WARRANT ARR	83005409	ARREST	OLSON, DAVID ANDRES
070883	DOMESTIC	83005648	ADVISE/ASSIST	
072283	DOMESTIC	83006327	ADVISE/ASSIST	
080883	ASSAULT	83006910	ARREST	PEARSON, LES NORMAN
081183	ALL OTH PUBS	83006990	ADVISE/ASSIST	
081283	MEDICAL	83007028	ADVISE/ASSIST	
081283	HEALTH/WELFA	83007042	ADVISE/ASSIST	
081483	SUSP/INFO	83007103	ADVISE/ASSIST	
082083	ALL OTH PUBS	83007328	ADVISE/ASSIST	
082083	ALL OTH PUBS	83007333	ADVISE/ASSIST	
082283	MEDICAL	83007419	ADVISE/ASSIST	
090183	FOUND BIKE	83007802	ADULT-RPT-TKN	
111883	AST OT AGENC	83010058	ADVISE/ASSIST	
121883	HEALTH/WELFA	83011049	ADVISE/ASSIST	
012684	ASSAULT	84000651	ARREST	LONGLEY, GREGORY ALLEN, DOB/052160
012784	WARRANT ARR	84000693	GONE ON ARRIVAL	
012984	DOMESTIC	84000731	ARREST	CARLSON, MARK HAROLD, KRONSCHOBEL, CINDY ANNE, DOB/010762
013184	OBSTRUCTING	84000785	ARREST	KRONSCHOBEL, CINDY ANN
020384	SUSP/INFO	84000850	ADVISE/ASSIST	
020584	AST OT AGENC	84000895	ADVISE/ASSIST	
021484	AST OT AGENC	84001182	ADVISE/ASSIST	
022184	MEDICAL	84001372	ADVISE/ASSIST	
022484	ALL OTH PUBS	84001463	ADVISE/ASSIST	
030684	M/V THEFT	84001748	ADULT-RPT-TKN	
031384	DWI/DUI	84001941	ARREST	ELWELL, JAMES EUGENE
031884	REC STOL M/V	84002077	ADULT-RPT-TKN	
033084	LARCENY	84002384	ADULT-RPT-TKN	
051984	HEALTH/WELFA	84003942	ADVISE/ASSIST	
060584	FIGHT	84004460	ADVISE/ASSIST	NIEMI, DON RUSSELL 5-29-57 COULTER, GERALD LEROY 5-7-50
060984	HEALTH/WELFA	84004611	ADVISE/ASSIST	
060984	DOMESTIC	84004612	ADVISE/ASSIST	
061184	DAR/DAS/DAC	84004686	ARREST	
062084	HEALTH/WELFA	84005039	ADVISE/ASSIST	
062184	MEDICAL	84005062	ADVISE/ASSIST	
062184	ALL OTH PUBS	84005066	ADVISE/ASSIST	

10/18/88

CALLS FOR SERVICE SUMMARY 10183 TO 10188  
6000 LAKE LAND ROYAL CROWN MOTEL  
142 CALLS

PAGE 002

DATE REPORT	ACTIVITY CD	INCIDENT NO	DISPOSITION	DISP REMARKS
070984	HEALTH/WELFA	84005706	ADVISE/ASSIST	DOHERTY, SUSAN MARIE OHLANDER, RICHARD ALAN
071284	ALL OTH PUBS	84005789	ADVISE/ASSIST	
071684	SUSP/INFO	84005979	ADVISE/ASSIST	
073184	ALL OTH PUBS	84006443	ADVISE/ASSIST	
081184	ASSAULT	84006756	ARREST	MEYER, STEVEN PAUL
090484	ALL OTH PUBS	84007457	ADVISE/ASSIST	
090984	SUSP/INFO	84007631	ADVISE/ASSIST	
091584	MEDICAL	84007778	ADVISE/ASSIST	
101384	MEDICAL	84008620	ADVISE/ASSIST	
103084	LARCENY	84009147	ADULT-RPT-TKN	
111784	ALL OTH PUBS	84009663	UNFOUNDED	
112584	SUSP/INFO	84009860	UNFOUNDED	
010185	SUSP/INFO	85000006	ADVISE/ASSIST	
011885	WARRANT ARR	85000485	ARREST	
012985	DWI/DUI	85000788	ARREST	BARBARA BIRD
022285	VANDALISM	85001500	ADULT-RPT-TKN	
022885	MEDICAL	85001700	ADVISE/ASSIST	
022885	DWI/DUI	85001714	ARREST	NPG875
030285	FIGHT	85001758	JUV-ASSIST/ADV	
032285	FOUND PROP	85002406	ADULT-RPT-TKN	
032385	HEALTH/WELFA	85002448	GONE ON ARRIVAL	
032785	SUSP/INFO	85002539	ADVISE/ASSIST	LRG352
040585	SUSP/INFO	85002812	ADVISE/ASSIST	
051085	HEALTH/WELFA	85003906	ADVISE/ASSIST	
051685	DWI/DUI	85004083	ARREST	ROBERT JAMES OSMAN
053085	LOCK OUT	85004504	ADVISE/ASSIST	
070685	SUSP/INFO	85005839	UNFOUNDED	
080585	AST OT AGENC	85006926	ADVISE/ASSIST	
080985	WARRANT ARR	85007098	ARREST	LUKAT, JAMES MANFRED
082385	DOMESTIC	85007570	ADVISE/ASSIST	
082385	DOMESTIC	85007589	JUV-RPT-TAKEN	
100185	BURGLARY	85008787	ADULT-RPT-TKN	
100785	FIRE-MULT	85008946	ADVISE/ASSIST	
111385	MEDICAL	85010038	ADVISE/ASSIST	
112585	ANIMAL DET,	85010387	ADVISE/ASSIST	
112685	PARTY/MUSIC	85010418	ADVISE/ASSIST	
011786	WARRANT ARR	86000422	ARREST	HATLEY, JESSIE LEE,
012586	DWI/DUI	86000617	ARREST	LEE GORDAN GREINER
013086	H&R P,D, ACC	86000764	ADULT-RPT-TKN	CRAIG MICHAEL DUGAN TAKEN TO MAIN DETOX
020786	MEDICAL	86000935	ADVISE/ASSIST	
031586	HEALTH/WELFA	86001909	ADVISE/ASSIST	JACOBS, JOHN ROMEN
032886	LARCENY	86002252	ADULT-RPT-TKN	
041386	HOMICIDE	86002757	ADULT-RPT-TKN	
042886	PI ACC MV/MV	86003195	ADULT-RPT-TKN	MJG393
051186	DWI/DUI	86003643	ARREST	LOE, DANIEL ROBERT
051586	BURGLARY	86003768	ADULT-RPT-TKN	
051786	ALL OTHER 2	86003852	ARREST	GROSSELL, KEVIN JOHN
063086	ACC VIO	86005484	ARREST	THOMAS MICHAEL MICALE
070186	ALL OTH PUBS	86005561	ADVISE/ASSIST	
070786	GROSS DWI	86005849	ARREST	MELLEN, EDWARD PATRICK
071586	HEALTH/WELFA	86006028	ADVISE/ASSIST	
082986	H&R P,D, ACC	86007597	ADULT-RPT-TKN	
082986	PD ACC MV/MV	86007599	ADULT-RPT-TKN	
091686	DAR/DAS/DAC	86008165	ARREST	MCCLENDON, JOHN EUGENE
091886	SUSP/INFO	86008216	ADULT-RPT-TKN	

10/18/88

CALLS FOR SERVICE SUMMARY ~~10188~~ TO 101888  
 6000 LAKELAND ROYAL CROWN MOTEL  
 142 CALLS

PAGE 003

DATE REPORT	ACTIVITY CD	INCIDENT NO	DISPOSITION	DISP REMARKS
102186	MEDICAL	86009219	ADVISE/ASSIST	
102786	ALL OTHER 2	86009397	ARREST	CHILDRESS, BONNIE LYNN PLETSCHE, PATRICK SHAWN
011387	ALL OTH PUBS	87000342	GONE ON ARRIVAL	
021887	HEALTH/WELFA	87001322	ADVISE/ASSIST	
041687	WARRANT ARR	87002918	ARREST	DANCISAK, LAWRENCE MICHAEL
062087	ASSAULT	87005162	ADULT-RPT-TKN	
062187	GROSS DWI	87005214	ARREST	SMITH, THOMAS ALFRED
071187	DETOX PICKUP	87005942	ADVISE/ASSIST	
071587	ALL OTH PUBS	87006051	ADVISE/ASSIST	
072287	WARRANT ARR	87006308	ARREST	BURSTON, STEVEN MICHAEL
112187	MEDICAL	87010200	ADVISE/ASSIST	
112487	HEALTH/WELFA	87010296	GONE ON ARRIVAL	
112887	WARRANT ARR	87010421	ARREST	SLAVICEK, EMIL JAMES DOB/021449
122587	LOCK OUT	87011173	ADVISE/ASSIST	
021688	M/V IMPOUND	88001232	ADVISE/ASSIST	
031088	MEDICAL	88001832	ADVISE/ASSIST	
031688	SUSP/INFO	88001983	ADVISE/ASSIST	
041088	SUSP/INFO	88002700	ADVISE/ASSIST	
041588	SUSP/INFO	88002861	ADVISE/ASSIST	
051888	FIRE-MULT	88003855	ADVISE/ASSIST	
062488	ALL OTH PUBS	88005217	ADVISE/ASSIST	
062488	PUBLIC PEACE	88005220	ARREST	JOHNSON, LEFTY DANIEL
070288	WARRANT ARR	88005541	ARREST	KARJA, ARNOLD EDWIN
070588	DWI/DUI	88005660	ARREST	VANVALKENBURG, JAY PAUL
070788	ALL OTH PUBS	88005716	ADVISE/ASSIST	
071588	ALL OTH PUBS	88006002	ADVISE/ASSIST	
071588	ALL OTH PUBS	88006009	ADVISE/ASSIST	
072088	ALL OTH PUBS	88006187	ADVISE/ASSIST	
083088	ASSAULT	88007532	ARREST	GREGORY GEORGE MATTINEN
092888	DOMESTIC	88008380	ADVISE/ASSIST	
101088	SUSP/INFO	88008696	ADVISE/ASSIST	
101288	SUSP/INFO	88008748	ADULT-RPT-TKN	

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 Jeran F. Walsh

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

Date: 7/14/88

Jeran F. Walsh  
(Signature)

(Spouse's Signature)

6000 Lakeland Ave No 55428  
(Address)

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_



## JIM NESSER AGENCY

AN INSURANCE FIRM  
204 LOWRY AVENUE N.E.  
MINNEAPOLIS, MINNESOTA 55418  
(612) 781-6831



City of Crystal

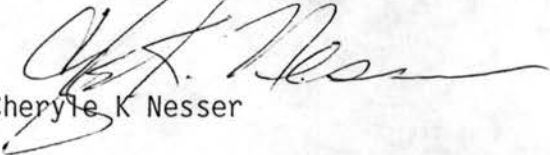
Re: JF Halek Liquor  
5600 Bass Lake Road  
Crystal, Minn

Once Mr. Halek's liquor license is approved we will issue a certificate of insurance for the liquor liability coverage with the St. Paul Companies.

We cannot issue a certificate of bind the insurance until the license has been approved, this is to avoid any earned premium should the license not be approved.

The limit of liability for the liquor will be \$500,000. We will also be providing the general liability and contents coverage.

Should you have any questions on this please contact me at the above number.



Cheryl K Nesser

STATE OF MINNESOTA  
DEPARTMENT OF PUBLIC SAFETY  
LIQUOR CONTROL DIVISION

BOND NO. \_\_\_\_\_

2665245

**SURETY BOND**  
**OFF SALE**

**Know all men by these presents**

That we \_\_\_\_\_

Jerome Frank Halek DBA: J F Halek Liquor \_\_\_\_\_ as principal, and

\_\_\_\_\_ Ohio Casualty Insurance Company \_\_\_\_\_, a corporation  
organized and existing under the laws of the State of \_\_\_\_\_ Ohio \_\_\_\_\_ 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)

of \_\_\_\_\_ Crystal \_\_\_\_\_ County of \_\_\_\_\_ Hennepin \_\_\_\_\_

State of Minnesota, in the penal sum of \_\_\_\_\_ One Thousand and no/100 - - - - - dollars, good and lawful  
money of the United States to be paid to said \_\_\_\_\_ City \_\_\_\_\_ of \_\_\_\_\_ Crystal \_\_\_\_\_  
(Insert City)

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 \_\_\_\_\_ 7th \_\_\_\_\_ 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)

about to be granted a license for that purpose in 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 legis-  
lature 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 decision 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 city 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 city 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 7, 1988 \_\_\_\_\_

and ending \_\_\_\_\_ November 7, 1989 \_\_\_\_\_.

Witness our hands and seals this \_\_\_\_\_ 7th \_\_\_\_\_ day of \_\_\_\_\_ November \_\_\_\_\_, 19 88.

Signed, sealed, and delivered in the presence of - \_\_\_\_\_ X Jerome F Halek \_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

as to principal

\_\_\_\_\_ (Seal)

as to surety

**ACKNOWLEDGMENT OF PRINCIPAL**  
**For Individual**

STATE OF MINNESOTA

County of \_\_\_\_\_ } ss.

On this \_\_\_\_\_ 7th \_\_\_\_\_ day of \_\_\_\_\_ Nov \_\_\_\_\_, 19 88, before me, a notary public within and for said

County appeared \_\_\_\_\_ Jerome Frank Halek \_\_\_\_\_ 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

\_\_\_\_\_ Cheryl K. Clancy  
NOTARY PUBLIC County, Minnesota.  
HENNEPIN COUNTY  
My Commission expires \_\_\_\_\_ My Commission Expires Feb 14 1990

(SEAL)

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 \_\_\_\_\_ ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that he is Attorney-in-Fact of the \_\_\_\_\_, 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 \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

(SEAL)

\_\_\_\_\_ County, Minnesota.

My Commission expires \_\_\_\_\_

BOND

For

OFF SALE LIQUOR LICENSE

Approved by \_\_\_\_\_ Council,  
of the city of \_\_\_\_\_,  
this \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_.

Representative of Council.

Approved by the Liquor Control Director  
of the State of Minnesota this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_  
Liquor Control Director.

**CERTIFIED COPY OF POWER OF ATTORNEY**  
**THE OHIO CASUALTY INSURANCE COMPANY, HAMILTON, OHIO**

No. 23-202

**Know All Men by These Presents:** That THE OHIO CASUALTY INSURANCE COMPANY, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of said Company, does hereby nominate, constitute and appoint:

Cheryl K. Clancy Nesser or James S. Nesser - - - - - of Minneapolis, Minnesota - - -  
its true and lawful agent(s) and attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf and as its act and deed bonds of the classes described below, not exceeding in any single instance the respective amounts set forth in column below entitled "LIMIT OF AUTHORITY":

Bonds to be filed in any Court of any State of the United States, or in any United States Court, conditioned according to law for the faithful performance of their official duties by	LIMIT OF AUTHORITY
ADMINISTRATORS and EXECUTORS .....	\$100,000.00
GUARDIANS, COMMITTEES, CONSERVATORS, CURATORS, TRUSTEES UNDER WILLS .....	\$50,000.00
RECEIVERS IN STATE OR EQUITY COURTS .....	\$25,000.00
RECEIVERS and TRUSTEES IN BANKRUPTCY PROCEEDINGS IN U.S. FEDERAL COURTS .....	\$100,000.00
Bonds of PLAINTIFFS ONLY in ATTACHMENT, REPLEVIN or GARNISHMENT proceedings .....	\$2,500.00
Bonds of PLAINTIFFS ONLY to cover payment of COURT COSTS .....	\$500.00
Bonds conditioned according to law for the faithful performance of their official duties by PUBLIC OFFICIALS, (including Notaries Public but EXCLUDING police officers, sheriffs, and tax collectors) .....	\$25,000.00
LICENSE and PERMIT BONDS required by the statutes of any State or the ordinances of any municipality of any State in the United States (EXCLUDING Warehouse Bonds and bonds required of Commission Merchants or Dealers in Securities, Livestock or Milk) .....	\$5,000.00
FORGERY BONDS .....	\$5,000.00

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regular elected officers of the Company at its office in Hamilton, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact .

In WITNESS WHEREOF, the undersigned, officer of the said The Ohio Casualty Insurance Company, has hereunto subscribed his name and affixed the Corporate Seal of the said Company.

this.....16th..... day of .....March....., 1987.....

*Richard T. Hoffman*  
Asst. Secretary

STATE of OHIO }  
COUNTY OF BUTLER } SS.

On this.....16th..... day of.....March..... A.D. 1987..... before me, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Richard T. Hoffman, Asst. Secretary - - - of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



*Dorothy B. Bice*  
Notary Public in and for County of Butler, State of Ohio  
My commission expires.....December 25, 1991.....

**CERTIFICATE**

I, the undersigned, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney with the original thereof, and that the same is a correct and true copy of the whole of said original Power of Attorney, and I do hereby further certify that said Power of Attorney is still in force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this.....7th..... day of.....Nov....., A. D., 1988.....

*James S. Nesser*  
Assistant Secretary



Form SP:CI  
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: LIQUOR STORE  
LICENSING AUTHORITY: CRYSTAL  
(name of city, county or state agency issuing license)  
LICENSE RENEWAL DATE: \_\_\_\_\_

PERSONAL INFORMATION (if applicable):

Applicant's Name: Jerome F Haleb  
Applicant's Address: 6000 LAKELAND NW  
CRYSTAL MINN 55428  
City State Zip Code

Social Security Number: [REDACTED]

BUSINESS INFORMATION (if applicable):

Business Name: J F HALEK LIQUOR  
Business Address: 5600 BOSS LAKE ROAD  
MPLS MINN 55428  
City State Zip Code

Minnesota Tax Identification No.: 470 44 9503  
Federal Tax Identification No.: 470 44 9503

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

Jerome F Haleb OWNER  
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: \_\_\_\_\_  
(NOT the insurance agent)

Policy Number or Self-Insurance Permit Number: \_\_\_\_\_

Dates of Coverage: \_\_\_\_\_

(or)

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

☒ I have no employees covered by the law.

( ) Other (Specify) SELF

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.

James F. Halek  
(SIGNATURE)

LEASE WITH OPTION TO PURCHASE

THIS AGREEMENT, made this First day of October 1, 1988, by and between Appraisal Research Associates hereinafter referred to as "Lessor" and Jerome F. Halek hereinafter referred to as "Lessee" for certain property located in the County of Hennepin, State of Minnesota, and legally described on Schedule A, a copy of which is attached hereto and made a part hereof.

IN CONSIDERATION of the covenants herein contained, Appraisal Research Associates, hereinafter called "Lessor", and Jerome F. Halek hereinafter called "Lessee" agree as follows:

1. The Lessor hereby leases to the Lessee exclusively to rent and manage the property described above and hereafter called the "premises", upon the terms hereinafter set forth, beginning on October 1, 1988 and continuing until the option in item 7 has been exercised or the term of this lease expires, which ever is earlier.
2. The Lessee agrees to accept the premises upon the terms herein provided and to furnish all the services and money necessary to operate the premises. Further, Lessee agrees to keep the premises in reasonable good condition, to pay all of the bills, including maintenance, insurance, taxes, and lease payments as set forth below.
3. Lessor agrees to pay all bills related to the premises due on or before September 30, 1988. Lessor to pay 3/4ths Real Estate Taxes due in 1988. Lessee to pay 1/4th Real Estate Taxes due in 1988. All rent due and payable before September 30, 1988 belongs to Lessor, and all rent due and payable October 1, 1988 and during the term of this lease shall belong to the Lessee.
4. Lessee is responsible for complete maintainance and repairs of the premises. In the event the Lessee shall default in his payment of the monthly rental, or should Lessee fail to pay taxes or any bills in connection with the premises herein, including insurance and appropriate utilities or an Part hereof, Lessor may, by written notice, declare this agreement cancelled and terminated and all rights and interest acquired hereunder by Lessee shall thereupon cease and terminate and all improvements made upon the premises and payments and option deposit made shall belong to Lessor as liquidated damages for breach of this contract by Lessee.

Initialed on behalf of the Lessor: \_\_\_\_\_

Initialed on behalf of the Lessee: \_\_\_\_\_

Said written notice shall be in accordance with the provisions of the Minnesota Statutes provided for the cancellation of contract for deed. In addition, any and all funds paid shall be forfeited by the Lessee.

5. Rent: The rent shall be paid monthly. The first installment shall become due and payable on ~~November~~ <sup>October</sup> 1, 1988 and each succeeding installment shall be due on the first day of each and every month thereafter. Payments received after the 7th day of the month will be assessed 1% of total payment late fee. This rental payment, ~~November~~ <sup>October</sup> 1, 1988 shall be referred to as payment number 1. The rental payments are as follows:

A) Rental Payment 1-32 shall be \$2,864.00 (~~November~~ <sup>October</sup> 1, 1988 thru May 1, 1991)

B) Rental Payment 33-116 (June 1, 1991 thru May 1, 1998)  
Shall be equal to the amount required to be paid under the terms of the mortgage note on said premises in favor of Northstar Bank of Roseville, Minnesota dated June 14, 1988, a copy of which is attached hereto and made a part hereof for the purposes of determining rental payments.

6. Term: To have and to hold unto the Lessee, for a term of nine(9) years eight(8) months beginning October 1, 1988 or until the option to exercise in paragraph 7.

7. Option to purchase; It is agreed that the Lessee shall have the right to purchase the premises at any time during the term of this lease for the sum of the existing mortgage + deposit already paid and the Lessor agrees not to sell said property during the term of this lease. This option must be exercised before expiration of lease, and may not be exercised prior to January 1, 1989. Lessee's notice of election to purchase shall be sufficient if delivered by certified mail addressed to Lessor at or before midnight of the day on which option term expires or at anytime prior to the time option term expires. The giving by Lessee of notice to exercise the purchase option herein before granted, shall fix or determine the right of Lessee to purchase the property included in the option which Lessee elects to exercise, and the obligation of Lessor to sell the same. Lessor shall furnish, free of expense to Lessee, within thirty (30) days after the receipt of said notice. A Title Certificate commonly referred to as a "Torrens Certificate of Title" showing merchantable title in Lessor as of a date not earlier than the date of said notice. A reasonable time will be allowed Lessee to examine such abstract or other evidence of title, and if the same does not then show good merchantable title in Lessor, a reasonable time will be allowed Lessor to cure defects and clear the title preparatory to delivery of deed and any other instruments.

Initialed on behalf of the Lessor: \_\_\_\_\_

Initialed on behalf of the Lessor: \_\_\_\_\_



required to effect the transfer and conveyance. See attached Exhibit A, the purchase agreement, to be used when the option is exercised.

8. Option to purchase deposit shall be \$18,000.00 payable (upon execution of the agreement on or about October 1, 1988). In the event of default, this agreement shall become null and void per terms specified in item No. 4 above. At the time the option is exercised the above deposit shall be refunded to Lessee to use for the down payment required in Exhibit A, "The Purchase Agreement:", by which the Lessee may acquire ownership in the above property.

9. Lessee shall, at its sole expense, keep the buildings on the above described premises, insured with a responsible insurance company against loss or damage by fire and other risks as are included under standard extended coverage in at least the sum of \$300,000.00. Naming first the fee owner, then the lender, then the Lessee, as additional names insured.

10. The Lessee shall not make any improvements to said property in excess of \$5,000.00 without written consent of Lessor.

11. The Lessor shall not further encumber said premises beyond existing first mortgage.

Initialed on behalf of the Lessor: \_\_\_\_\_

Initialed on behalf of the Lessee: J.H. \_\_\_\_\_

This agreement shall be binding upon the successors, heirs and assigns of the Lessee and Lessor.

IN WITNESS WHEREOF, the parties have affixed or caused to be affixed, their respective signatures this 12 day of September, 1988.

WITNESSES :

LESSOR

David M. Berg, a partner

William J. Peterson  
William J. Peterson, a partner

William H. Cushman  
William H. Cushman, a partner

Peter J. Sampair  
Peter J. Sampair, a partner

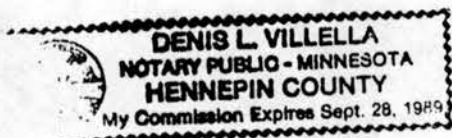
LESSEE

Jerome F. Halek  
Jerome F. Halek

STATE OF MINNESOTA }  
COUNTY OF HENNEPIN } ss.

The foregoing instrument was acknowledged before me this 12 day of September, 1988 by Jerome F. Halek.

Notary





# REAL ESTATE FINANCIAL CONSULTANTS, INC.

7845 Brooklyn Boulevard

Suite 201

Brooklyn Park, Minnesota 55445

(612) 560-9480

(EXHIBIT A)

## PURCHASE AGREEMENT (ASSUMP. & C/D)

Minneapolis, Minn. 19

RECEIVED OF Jerome F. Halek  
the sum of One Thousand and no/100 (\$ 1,000.00 ) DOLLARS  
Check  
(Check, Cash or Note - State Which)

as earnest money and in part payment for the purchase of property at  
5600 Bass Lake Road situated in the  
County of Hennepin, State of Minnesota, and legally described as follows, to-wit:

Lot 2, Block 1, Les Brown Addition to Hennepin County, State of Minnesota.

including all garden bulbs, plants, shrubs and trees, all storm sash, storm doors, detachable vestibules, screens, awnings, window shades, blinds (including venetian blinds), curtain rods, traverse rods, drapery rods, lighting fixtures and bulbs, plumbing fixtures, hot water tanks and heating plant (with any burners, tanks, stokers and other equipment used in connection therewith), water softener and liquid gas tank and controls (if the property of seller), sump pump, television antenna, incinerator, built-in dishwasher, garbage disposal, ovens, cook top stoves and central air conditioning equipment, if any, used and located on said premises and including also the following personal property:

All property located on said premises owned by owner.

all of which property the undersigned has this day sold to the buyer for the sum of:

Existing First Mortgage Balance + \$18,000.00 (\$ ) DOLLARS,  
which the buyer agrees to pay in the following manner:

Earnest money herein paid \$ 1,000.00 and \$ 17,000.00 , cash, on See Option Agree. , the date of closing.

\$ 282,000.00 or less by assuming and agreeing to pay according to its terms and conditions the balance of approximately this amount on the existing mortgage, recorded, against said premises, with interest thereon ~~at the rate of~~ \* per cent per annum. If there is any difference in the above amount, it shall be adjusted in ~~the purchase price~~ \* the purchase price. If it's required, the buyer agrees to make immediate application for the assumption of this mortgage and pay necessary costs. In the event the buyers cannot qualify to assume the above mortgage before closing date , this agreement shall become null and void, at seller's option, and the earnest money paid herein shall be refunded minus any expense for credit report. Buyer agrees to pay mortgage assumption fee, if any to the lending agency at time of closing. \* See mortgage note this is an adjustable rate mortgage

\$ by contract for deed (Minn. Uniform Blank) between seller and purchaser payable in installments of \$ per month or more, at the option of the buyer, including interest at the rate of % per annum computed on unpaid balances. Interest shall run from First payment shall be due and payable on , and subsequent payments shall be due and payable on the day of each succeeding month. Payments shall be credited first to interest and remainder to principal. The entire balance of this contract shall be due and payable in no later than

Denis L. Villella stipulates he/she is representing the Seller  
Denis L. Villella stipulates he/she is representing the seller in this transaction.

Subject to performance by the buyer the seller agrees to execute and deliver a Warranty Deed (to be joined in by spouse, if any) conveying marketable title to said premises subject only to the following exceptions:

- (a) Building and zoning laws, ordinances, State and Federal regulations.
  - (b) Restrictions relating to use or improvement of premises without effective forfeiture provision.
  - (c) Reservation of any minerals or mineral rights to the State of Minnesota
  - (d) Utility and drainage easements which do not interfere with present improvements.
  - (e) Rights of tenants as follows: (unless specified, not subject to tenancies) \*\* In year of sale
- The buyer shall pay the real estate taxes due in the year 19 and any unpaid installments of special assessments payable therewith and thereafter. Seller warrants that real estate taxes due in the year 19 will be (full, partial or non-homestead - state which)

Neither the seller nor the seller's agent make any representation or warranty whatsoever concerning the amount of real estate taxes which shall be assessed against the property subsequent to the date of purchase.

Seller covenants that buildings, if any, are entirely within the boundary lines of the property and that the property is not subject to any liens or encumbrances other than those disclosed in the public records.

The seller further agrees to deliver possession not later than closing date or see option agreement provided that all conditions of this agreement have been complied with. Unless otherwise specified this sale shall be closed on or before 60 days from the date hereof.

In the event this property is destroyed or substantially damaged by fire or any other cause before the closing date, this agreement shall become null and void, at the purchaser's option, and all monies paid hereunder shall be refunded to him.

The buyer and seller also mutually agree that pro rata adjustments of rents, interest, insurance and city water, and, in the case of income property, current operating expenses, shall be made as of closing date

The seller shall, within a reasonable time after approval of this agreement, furnish an abstract of title, or a Registered Property Abstract certified to date to include proper searches covering bankruptcies, and State and Federal judgments and liens. The buyer shall be allowed 10 days after receipt thereof for examination of said title and the making of any objections thereto, said objections to be made in writing or deemed to be waived. If any objections are so made the seller shall be allowed 120 days to make such title marketable. Pending correction of title the payments hereunder required shall be postponed, but upon correction of title and within 10 days after written notice to the buyer the parties shall perform this agreement according to its terms.

If said title is not marketable and is not made so within 120 days from the date of written objections thereto as above provided, this agreement shall be null and void, at option of the buyer, and neither principal shall be liable for damages hereunder to the other principal. All money theretofore paid by the buyer shall be refunded. If the title to said property be found marketable or be so made within said time, and said buyer shall default in any of the agreements and continue in default for a period of 10 days, then and in that case the seller may terminate this contract and on such termination all the payments made upon this contract shall be retained by said seller and said agent, as their respective interests may appear, as liquidated damages, time being of the essence hereof. This provision shall not deprive either party of the right of enforcing the specific performance of this contract provided such contract shall not be terminated as aforesaid, and provided action to enforce such specific performance shall be commenced within six months after such right of action shall arise.

It is understood and agreed that this sale is made subject to the approval by the owner of said premises in writing and that the undersigned agent is in no manner liable or responsible on account of this agreement, except to return or account for the earnest money paid under this contract.

The delivery of all papers and monies shall be made at the office of:

Page 5 of 5

I, the undersigned, owner of the above land, do hereby approve the above agreement and the sale thereby made.

Seller

Seller

By

Agent

I hereby agree to purchase the said property for the price and upon the terms above mentioned, and subject to all conditions herein expressed.

Buyer

Buyer

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

Schedule A

LEGAL DESCRIPTION

Lot 2, Block 1, Les Brown Addition to Hennepin County, State of  
Minnesota.

PROMISSORY NOTE

June 14, 1988

Amount: \$282,000.00  
Interest: First 3 years - 10.75%  
Thereafter - 3.75% over One Year  
T-Bill Yield  
Due: June 10, 1998

FOR VALUE RECEIVED, the undersigned, Appraisal Research Associates, a Minnesota General Partnership, promises to pay to the order of NORTH STAR STATE BANK OF ROSEVILLE, a Minnesota corporation (hereinafter the "Bank") at Roseville, Minnesota, or such other place as the holder hereof may designate in writing, the principal sum of Two Hundred Eighty Two Thousand Dollars (\$282,000.00), together with interest on the principal balances from time to time outstanding (computed on the basis of the actual number of days elapsed in a year of 365 days) (i) from the date hereof to and including June 9, 1991, at a fixed annual rate of 10.75% and (ii) from June 10, 1991 until this Note is paid in full, at an annual rate equal to three and three quarters percent (3.75%) in excess of the One Year T-Bill yield as hereinafter defined in effect on June 10, 1991 and on the 10th day of each June thereafter (each such date is hereinafter an "Interest Rate Adjustment Date"), the annual rate of interest herein to be adjusted as of each such Interest Rate Adjustment Date. As used herein, the "One Year T-Bill Yield" shall mean the yield in percent per annum, rounded to the nearest 0.25% of the most recent primary offering of one year U. S. Treasury Bills (auction average), as such yield is made available by the Federal Reserve Board, occurring in the month of May immediately prior to the Interest Rate Adjustment Date or if no such offering occurs in May the most recent of such offerings occurring prior thereto; provided, however, that in the event such yield is no longer available, the One Year T-Bill yield shall be a substantially comparable index selected by the Bank or the holder hereof in its sole discretion.

Commencing July 10, 1988 and on the 10th day of each and every month thereafter, until June 10, 1998, when the entire unpaid principal balance and any accrued interest thereon shall be due and payable, monthly installments of principal and interest shall be paid, each of such installments to be applied first to the payment of interest and then to the reduction of principal. The monthly installments of principal and interest payable on July 10, 1988 and on the 10th day of each and every month thereafter to and including June 10, 1991 shall be \$2,864.00. On June 10, 1991 and on each and every Interest Rate Adjustment Date



thereafter, the amount of the monthly principal and interest installments to be paid over the succeeding twelve (12) month period, with the first such monthly installment of principal and interest due and payable on July 10 immediately following the Interest Rate Adjustment Date, shall be adjusted to that amount (rounded up to the nearest One Dollar) which would completely amortize the unpaid principal of the Note as of the Interest Rate Adjustment Date and the interest thereon over that period of time equal to twenty (20) years less the number of years that have elapsed from June 10, 1988 to the Interest Rate Adjustment Date, at the annual rate of interest which went into effect on such Interest Rate Adjustment Date.

Anything in this Note to the contrary notwithstanding, the entire unpaid principal balance, and any accrued interest thereon, shall be due and payable on June 10, 1998.

The Note is secured by a Mortgage, Security Agreement and Financing Statement and an Assignment of Leases and Rents, both of even date herewith.

The undersigned may prepay the principal amount outstanding in whole or in part, without penalty. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Bank shall otherwise agree in writing.

If any monthly installment under this Note is not paid when due, the entire principal balance of this Note, with all accrued interest thereon, shall, at the option of the Bank, then or at any time thereafter, become immediately due and payable. Any failure of the Bank to exercise such option to accelerate this Note at any time shall not constitute a waiver of the right to exercise the same right to acceleration at any subsequent time.

If suit is brought to collect this Note, the Bank shall be entitled to those monies actually loaned to the undersigned or advanced to the undersigned pursuant to this Note, together with interest accrued on such monies to date of collection and all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees for trial or for the pursuance of, or defense of, any appellate procedure.

Presentment, notice of dishonor and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers,



sureties, guarantors and endorsers and shall be binding upon them, their heirs, personal representatives, successors and assigns.

This Note shall be governed by and be construed under the laws of the State of Minnesota.

*William H. Cushman*  
\_\_\_\_\_  
William H. Cushman, a Partner

*Peter J. Sampair*  
\_\_\_\_\_  
Peter J. Sampair, a Partner

*William J. Peterson*  
\_\_\_\_\_  
William J. Peterson, a Partner

*David M. Berg*  
\_\_\_\_\_  
David M. Berg, a Partner

copy

## SUPPLEMENT TO LEASE AGREEMENT

**THIS SUPPLEMENT TO LEASE AGREEMENT ("Lease")**, made on the same date as a Lease Agreement by and between Appraisal Research Associates, a Minnesota Partnership (hereinafter "Lessor") and Jerome F. Halek (hereinafter "Lessee"). The terms of this Supplement shall control in the event of inconsistent terms with the Lease Agreement.

**Real Estate Taxes.** Commencing January 1, 1989 and continuing for the term of the Lease Lessor shall pay an amount equal to one-twelfth (1/12) of the Property's annual real estate taxes as rent and same shall be due and payable with the monthly rent. Lessor shall not have any other obligation for real estate taxes after said date (except as otherwise specifically provided in this Lease).

**Adjustments for Increase in Real Estate Taxes.** In the event there shall be any change in Real Estate Taxes during the term of this Lease, the Lessee shall pay as additional rent any increases in such taxes.

**Impositions.** Lessee will also pay all Impositions and all charges for utility, communications, and other services rendered or used on or about the Property during the term, before any interest or penalty may be added; and will furnish to Lessor, upon request, satisfactory proof evidencing such payment. If any Imposition or other charge may legally be paid in installments, Lessee shall have the option to pay such Imposition or charge in installments, and Lessee shall only be liable for those installments coming due within the term. Lessor shall be responsible for all installments becoming due after the expiration of this Lease.

**Net Rent Provision.** It is the intention of the Lessor and the Lessee that the total rent specified in the Lease shall be net to the Lessor in each year during the term of this Lease. Accordingly, all cost, expenses, and obligations of every kind relating to the Property (except as otherwise specifically provided in this Lease) which may arise or become due during the term of this Lease shall be paid by the Lessee, and the Lessor shall be indemnified by the Lessee against such cost, expenses, and obligations.

The net rent shall be paid to the Lessor without notice or demand and without abatement, deduction, or set-off (except as otherwise specifically provided in this Lease). The net rent shall be paid in monthly installments in advance on the first day of each calendar month during the term of this Lease.

**Compliance with Requirements.** Lessee will promptly procure, maintain and comply with all permits, licenses and other authorizations required for the use of the Property in his business and for the lawful operation, maintenance, and repair of the Property or any part thereof. Lessee will not do any act or thing which constitutes a public or private nuisance. Lessor will join in the application for any permit or authorization with respect to any Legal Requirements if such joiner is necessary.

**Liens of Lessee.** If because of any act or omission of Lessee, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against any portion of the Property, Lessee shall, at its own cost and expense, cause the same to be discharged of record or bonded within ninety (90) days after written notice from Lessor to Lessee of the filing thereof unless Lessee shall contest the validity of such liens in accordance with the paragraphs below.

**Removal of Liens.** If Lessee shall fail to cause such liens to be discharged of record or bonded within the aforesaid 90-day period (unless Lessee shall contest the validity of such lien as aforesaid) or satisfy such liens within sixty (60) days after any judgment in favor of

such lien holders from which no further appeal might be taken, then Lessor shall have the right to cause the same to be discharged. All amounts paid by Lessor to cause such liens to be discharged shall constitute additional rent immediately payable by Lessee to Lessor.

**Contest Proceedings.** Lessee may contest by appropriate proceedings, the amount, validity, or application of any Imposition, Legal Requirement, or any lien arising therefrom provided that:

- (a) such proceedings shall suspend the collection thereof,
- (b) no part of the Property or of any rent would be subject to loss, sale, or forfeiture before determination of any contest,
- (c) Lessor would not be subject to any criminal liability for failure to pay,
- (d) such proceedings shall not affect the payment of rent hereunder or prevent Lessee from using the Property for its intended purposes, and
- (e) Lessee shall notify Lessor of any such proceedings at which the amount in contest exceeds One Thousand dollars (\$1,000.00) within ten (10) days after the commencement thereof, and shall describe such proceedings in reasonable detail.

Lessee will conduct all such contests in good faith and with due diligence and will, promptly after the determination of such contest, pay and discharge all amounts which shall be determined to be payable therein.

**Refunds.** Lessor covenants and agrees that if there shall be any refunds or rebates of the Impositions paid by Lessee, such refunds or rebate shall belong to Lessee. Any such refunds received by Lessor shall be deemed trust funds and as such are to be received by Lessor in trust and paid to Lessee forthwith. Lessor will, upon the request of Lessee, sign any receipts which may be necessary to secure the payment of any such refunds or rebates, and will pay over to Lessee such refunds or rebates as received by Lessor.

**Maintenance, Repairs and Replacements.** Lessee will keep the Property in good order and condition and shall, at its own expense, make all necessary repairs and replacements to the Property including, but not limited to pipes, heating system, plumbing system, window glass, fixtures, electrical system and all other appliances and their appurtenances, all equipment used in connection with the Property, and the sidewalks, curbs, and vaults adjoining or appurtenant to the Property, and shall take such other action as may be necessary or appropriate to keep and maintain the Property in good order and condition. Such repairs and replacements, interior and exterior, ordinary as well as extraordinary, and structural as well as non-structural, shall be made promptly as and when necessary. All repairs and replacements shall be in quality and class at least equal to the original work. Lessor shall not be required to furnish any services or facilities or to make any repair or alteration in any of the Property or adjoining areas. The Lessee hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance, and management of the Property and adjoining areas. Lessor will not be liable for any labor, services, or materials furnished or to be furnished to Lessee, or to anyone holding the Property or any part thereof through or under Lessee, and no mechanics' or other liens for any such labor or materials shall attach to or affect the interest of Lessor in and to the Property.

**Alterations and Additions.** Provided there is no continuing Event of Default, Lessee may make additions or improvements to or alterations of the Property. All maintenance and repair, and each such addition, improvement, or alteration (i) must not, individually or in the aggregate, substantially lessen the Fair Market Value of the Property or materially affect the Property's usefulness, (ii) shall be completed expeditiously in a good and workmanlike manner, and in compliance with all Legal Requirements and all Insurance Requirements, and (iii) shall become part of the Property and subject to this Lease. Any additions or improvements in excess of \$5,000.00 may not be made without the prior written authorization of Lessor.

**Indemnification.** Lessee hereby indemnifies, and shall protect and hold Lessor harmless from and against all liabilities, losses, claims, demands, costs, expenses, and judgments of any nature arising, or alleged to arise, from or in connection with:

- (a) any injury to, or the death of, any person or loss or damage to property on or about the Property or any adjoining property arising from or connected with the use of the Property by Lessee during the term,
- (b) the performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof by or at the request of Lessee, or

Lessee will resist and defend any action, suit or proceeding brought against Lessor by reason of any such occurrence by counsel designated by Lessor.

**Insurance Coverage.** Lessee will maintain with insurers authorized to do business in the state of Minnesota and which are well rated by any recognized national rating organization:

- (a) fire insurance and insurance with respect to risks from time to time included under the standard extended coverage endorsement, including vandalism and malicious mischief, in amounts sufficient to prevent Lessor and Lessee from becoming co-insurers of any loss but in any event the greater of \$300,000.00 or the then Full Insurable Value of the Property as determined from time to time.
- (b) comprehensive general public liability insurance against claims for bodily injury, death, or property damage arising out of the use or occupancy of the Property by Lessee, in a combined single limit amount of not less than One Million Dollars (\$1,000,000.00).  
500,000.00 DMB 9/2/88 CMB  
WS
- (c) not contain a provision relieving the insurer

**Insurance Certificate.** Promptly after the commencement of the term of this Lease, Lessee shall deliver to Lessor certificates of the insurers evidencing all the insurance which is required to be maintained hereunder by Lessee, and, within 30 days prior to the expiration of any such insurance, other certificates evidencing the renewal of such insurance.

**Risk of Loss.** No destruction or damage to any building or improvement on the property by fire, wind storm or any other casualty shall entitle the Lessee to surrender possession of the leased property, to terminate this Lease, to violate any of its provisions, or to cause any rebate or abatement in rent then due or thereafter becoming due under the terms hereof, except as hereinafter afforded.



**Condemnation or Insurance Awards.** Lessee hereby assigns to Lessor any award or payment on account of any damage, destruction, or Taking which is payable in connection with the Property. Provided Lessor is fully compensated for the property taken, and provided the property damaged or destroyed is fully restored, Lessee shall be entitled to that portion of the net award representing payment for Lessee's lease hold interest, trade fixtures, moving expenses, business interruption, or loss of profits. All amounts paid pursuant to an agreement with a condemning authority in connection with any Taking shall be deemed to constitute an award on account of such Taking. Lessee agrees that this Lease shall control the rights of Lessor and Lessee in any such award, and any contrary provision of any present or future law is hereby waived.

**Notice.** If there is any damage to or destruction of the Property or if any proceedings or negotiations are instituted which do or may result in a Taking, each party will promptly give notice thereof to the other, describing the nature and extent thereof.

**Damage and Restoration.** In the event of damage to or destruction of the leased property by fire or other casualty, Lessee will promptly commence and complete Restoration of the Property. All insurance proceeds received by the Lessor pursuant to the provisions of this Lease, less the cost if any of such recovery, shall be held in trust and applied by the Lessor to the payment of such Restoration, as such Restoration progresses.

**Deficiency.** In the event the proceeds of insurance are insufficient to pay the full cost of repair or restoration, the Lessee shall pay the deficiency.

**Lessee Default.** Any insurance monies or proceeds in the hands of the Lessor or mortgagee or held in trust shall not be required to be paid out if, at the time of the request for payment, the Lessee is in default in the performance of any term in this Lease as to which notice of default has been given and which has not been remedied within the time limit specified in this Lease.

**Continuation of Lease.** Except as otherwise provided in this Lease, this Lease shall not terminate or be affected in any manner by reason of damage or destruction, by fire or other casualty, in whole or in part, of the Property or the building or improvement thereon, or by reason of the nontenantability of the leased property and except as otherwise provided herein, the monthly rent reserved in this Lease, as well as all other rent, and charges payable hereunder, shall be paid by the Lessee in accordance with the terms of this Lease, without abatement, diminution or reduction of rent on account of any such damage or destruction.

**Prohibition Against Unlawful, Disreputable, or Extra-hazardous Use.** The Lessee shall not use or knowingly permit any part of the Property to be used for any unlawful purpose, or for any business, use, or purpose deemed disreputable or extra-hazardous, or for any purpose or in any manner which is in violation of any present or future governmental laws or regulations. The Lessee shall promptly, after the discovery of any such unlawful, disreputable, or extra-hazardous use, take all necessary steps, legal and equitable, to compel the discontinuance of such use and to oust and remove any sub-tenants, occupants, or other persons guilty of such unlawful, disreputable, or extra-hazardous use in accordance with local, state and federal laws. The Lessee shall not use or permit the use of the Property for any purpose which in the reasonable opinion of the Lessor would adversely affect the then value or character of the Property.

**Assignment and Sublease.** Lessee may not mortgage, pledge, or otherwise encumber its interest in this Lease except by subleasing individual apartments. Lessee may not assign this Lease or sublet the entire Property as a whole without the prior written consent of Lessor.

Any such sublease or assignment shall expressly be subject to the provisions of this Lease. No such assignment or sublease shall affect or reduce any obligations of Lessee hereunder, and all obligations of Lessee hereunder shall continue in full effect as the obligations of principal and not as a guarantor or surety, to the same extent as though no assignment or sublease had been made.

**Performance.** Any act required to be performed by Lessee pursuant to the terms of this Lease may be performed by any sublessee or assignee of Lessee and the performance of such act shall be deemed to be performance by Lessee and shall be acceptable as Lessee's act by Lessor.

**Subordination and Non-disturbance.** This Lease and all rights of the Lessee hereunder are and shall be subject and subordinate to the lien of any and all current and future mortgages, or consolidated mortgage or mortgages, which may now or hereafter affect the Property, or any part thereof, and to all renewals, modifications, consolidations, replacements, and extensions thereof, provided that any such new mortgage placed upon the Property shall provide that so long as there shall be outstanding no continuing Event of Default in any of the terms, conditions, covenants, or agreements of this Lease on the part of the Lessee to be performed, the lease hold estate of the Lessee created hereby and Lessee's peaceful and quiet possession of the Property shall be undisturbed by any foreclosure of such mortgage, the Net Award will be made available for Restoration, and the lien thereof will be released in the event Lessee purchases the Property.

**Lessee's Trade Fixtures and Equipment.** Lessor agrees that all removable trade fixtures, signs, equipment, furniture, or other personal property of whatever kind and nature kept on the Property by Lessee shall not become the property of Lessor or a part of the realty and may be removed by Lessee at any time and from time to time during the entire term of this Lease.

**Surrender in Broom Clean and Good Condition.** Upon the expiration or earlier termination of this Lease, Lessee shall surrender the Property to Lessor broom clean and in good order and condition, ordinary wear and tear excepted. Prior to such expiration or earlier termination, Lessee shall repair any and all damage or destruction to the Property, or turn over to Lessor, from insurance awards or other sources, an amount equal to the cost of restoration; and shall remove from the property all of its personal property situated thereon and shall repair any damage caused by such removal. Property not so removed shall become the property of Lessor.

**Delay.** If the Property is not surrendered at the end of the term or in accordance with other provisions of this Lease, the Lessee shall make good to the Lessor all damage which the Lessor shall suffer by reason thereof, and shall indemnify the Lessor against all claims made by any succeeding tenant against the Lessor founded upon delay by the Lessor in delivering possession of the leased property to such succeeding tenant, so far as such delay is occasioned by the failure of the Lessee to surrender the property.

**Purchase Option.** Lessee shall give notice of its intention to exercise its option to purchase on or before January 1, 1998. If such option is exercised, the Lessor and Lessee shall, within thirty (30) days after such exercise, execute and acknowledge a contract for sale according to the terms of the Purchase Agreement (Exhibit A). On the date of such purchase, Lessor shall convey marketable title to the Property to Lessee upon receipt of payment of the purchase price therefore.

**Marketable Title, Liens.** Upon the purchase by Lessee of the Property pursuant to this Lease, Lessor shall transfer marketable title to Lessee subject, nevertheless, to all liens,

encumbrances, charges, exceptions, and restrictions affecting the Property as of the Commencement Date (excluding any monetary liens or encumbrances) and those attaching thereto on or after such date (a) which shall be or have been expressly consented to in writing by Lessee or (b) for the discharge of which Lessee is responsible under this Lease, and subject to all Legal Requirements, but free of all liens which secure amounts or obligations which Lessee is not obligated to pay or discharge under this Lease.

**Settlement.** Upon the date fixed for any such purchase, Lessee shall pay to Lessor at its address for notices hereunder or otherwise as may be designated by Lessor, the purchase price specified herein, by certified or official bank check payable to the order of Lessor or its designee, and Lessor shall deliver to Lessee an appropriate instrument or instruments of transfer of the interest in the Property. Upon the completion of such purchase, this Lease and all obligations hereunder shall terminate, with the exception of actual or contingent obligations and liabilities which arose on or prior to such date of purchase.

**Events of Default.** The Lessor may give the Lessee fifteen (15) days notice of its intention to terminate this Lease in any of the following circumstances which shall be considered Events of Default:

(a) **Breach.** If the Lessee shall be in default in the performance of any covenant of this Lease (other than the covenants for the payment of rent) and if such default is not cured within fifteen (15) days after written notice thereof given by the Lessor; or, if such default shall be of such nature that it cannot be cured completely within such fifteen day period, if the Lessee shall not have promptly commenced within such fifteen day period or shall not thereafter proceed with reasonable diligence and in good faith to remedy such default.

(b) **Abandonment.** If the property becomes vacant or deserted for a period of thirty (30) days.

(c) **Assignment.** If this Lease shall be assigned or the leased property sublet other than in accordance with the terms of this Lease and such default is not cured within fifteen (15) days after notice.

(d) **Rent.** If the Lessee shall be in default in the payment of any monthly rent or additional rent and such default is not cured within five (5) business days after mailing of written notice thereof by the Lessor to the Lessee at the address of the property.

**Termination.** In the event the Lessor shall give the notice of termination provided above, then at the expiration of such period this Lease shall terminate as completely as if that were the date fixed for the expiration of the term of this Lease, and the Lessee shall then surrender the leased property to the Lessor. If this Lease shall so terminate, it shall be lawful for the Lessor, at its option, without formal demand or notice of any kind to re-enter the leased property by an unlawful detainer action or by any other lawful means, and to remove the tenant therefrom without being liable for any damages therefore. On the termination of this Lease, the Lessor shall have the right, at its election, to terminate any sublease then in effect, without the consent of the subtenant concerned.

**Default, Lease not Terminated.** In the event the Lessee is in default in the performance of any of the terms of this Lease and fails to cure within the number of days prescribed above and the Lessor does not give the notice of termination provided above, the Lessee shall nevertheless lose all right to exercise its option to purchase.



**Deficiency.** In the event the Lease shall terminate as provided in this Article, Lessee shall pay to Lessor as liquidated damages for the failure of Lessee to observe and perform Lessee's covenants herein contained any deficiency between the rent hereby reserved and/or agreed to be paid and the net amount, if any, of the rents collected on account of the lease or leases of the Property for each month of the period which would otherwise have constituted the balance of the term of this Lease. In computing such liquidated damages, there shall be added to the said deficiency such reasonable expenses as Lessor may incur in connection with reletting, such as brokerage and preparation for reletting. Any suit brought to collect the amount of the deficiency for any period shall not prejudice in any way the rights of Lessor to collect the deficiency for any subsequent period by a similar proceeding. Lessor, at Lessor's option, may make such alterations, repairs, replacements, and/or decorations in the Property as Lessor, in Lessor's sole judgment, considers advisable and necessary for the purpose of reletting the premises; and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Lessee from liability hereunder as aforesaid. Lessor agrees to use its best effort to mitigate all damages and to relet the Property in the event of any Default specified.

**Quiet Enjoyment.** Upon due performance of the covenants and agreements to be performed by Lessee under this Lease, Lessor covenants that Lessee shall and may at all times peaceably and quietly have, hold and enjoy the Property during the term of this Lease, subject, however, to the reservations and conditions of this Lease and the fee mortgage to which this Lease is subordinate.

**Captions.** The paragraph headings are for convenience only and shall not limit or otherwise affect the meaning hereof.

**Counterparts.** This Lease may be simultaneously executed in counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

**Relationship of Parties.** Lessor and Lessee shall not be considered or deemed to be joint ventures or partners and neither shall have the power to bind or obligate the other except as set forth herein.

**Construction.** All terms used in this Lease, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and by other gender, masculine, feminine, or neuter, as the context or sense of this Lease or any section, subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

**Default.** In the event of any breach of any covenants of the parties to this Lease Lessor may use any and all remedies at equity or law. In the event of default by the Lessee, the Lessee agrees to pay all costs and expenses, including reasonable attorney fees, that Lessor may incur in enforcing the terms of this Agreement.

**Parties to be Bound.** This Lease shall be binding on Lessee and Lessor, their officers, directors, and employees, subsidiaries, divisions, parent and sister companies, agents, representatives, affiliates, heirs, administrators, executors, assigns, and successors, and all those acting in concert therewith.

**Modification of Lease.** This written document constitutes the full, complete and final expression of the Lease of the parties and there are no other prior or contemporaneous oral or written Agreements. This Lease may not be modified or amended except by a writing signed by a duly authorized representative of each party. Lessor and Lessee acknowledge



that they are entering into this Lease solely on the basis of the representations made herein. No changes, additions, or interlineations made to this Lease shall be binding unless initialed by each of the parties.

**Scope.** In the event that any provision of this Lease is held to be too broad, in any respect whatsoever to permit enforcement to its full extent, by the final judgment of any court of competent jurisdiction, then such provision shall be enforced to the maximum extent permitted by law.

**Severability.** In the event that any provision of this Lease is held invalid by the final judgment of any court of competent jurisdiction, the remaining provision(s) shall remain in full force and effect as if such invalid provision had not been included herein.

**Waiver.** The waiver or failure of either party to enforce the terms of this Lease in one instance shall not constitute a waiver of said party's rights under this Lease with respect to other violations.

**Minnesota Law to Govern.** This Agreement shall be interpreted and governed by the laws of the State of Minnesota.

**Notices.** Any notice required herein or by law shall be sent by certified U.S. Mail, postage prepaid, return receipt requested according to the following:

If to Lessee

Jerome F. Halek

6000 Lakeland Ave  
Cryptol mn 55428

If to Lessor

Appraisal Research Associates

IN WITNESS WHEREOF, the parties have executed this Lease as of the <sup>12</sup> day of September, 1988.

Lessee

Jerome F. Halek  
Jerome F. Halek

Appraisal Research Associates

David Berg  
David Berg

Peter Sampair  
Peter Sampair

William Cushman  
William Cushman

William Peterson  
William Peterson

Closing Statement

Closing date: September 12, 1988

Lease Start Date: October 1, 1988

Re: 5600 Bass Lake Road

Between: Appraisal Research Associates(Lessor) and Jerome T. Halek(Lessee).

The above parties agree and acknowledge as follows:

The Lessor hereby acknowledges receipt of \$16,500.00, as full deposit from Lessee.

The Lessor hereby transfers to Real Estate Financial Consultants, Inc \$16,500.00 as their full and complete fee for "leasing with option" the above premises to Jerome F. Halek.

Lessor shall seal coat, patch and stripe driveway not to exceed \$650.00 prior to October 1, 1988, or Lessee shall bill Lessor.

The Lessee has received copies of all the existing leases, and is aware their is one vacant suite, approximately 1,244 Sq.Ft. on said premises.

Warranties and Representations

It is expressly understood that Lessee is leasing the premises herein in the "as is" condition; that Lessee has made his own inspection of the premises and knows the condition thereof; that Lessee has personally made his own determination as to the income potential, operating expenses, and the economics of the payments required under this agreement; that this contract contains the entire agreement between the parties, and that neither party has relied upon any verbal representation, agreements, or understanding, not set forth herein, whether made by an agent, or the parties hereto.

9/12/88  
Date

LESSOR

David M. Berg, a partner

Sept-12, 1988  
Date

William J. Peterson, a partner

9/12/88  
Date

William H. Cushman, a partner

9-12-88  
Date

Peter J. Sampair, a partner

9/12/88  
Date

LESSEE

Jerome T. Halek

9/12/88  
Date

AGENT

Denis L. Villella

Assignment of Leases

Date: September 12, 1988

Effective October 1, 1988 Appraisal Research Associates (a Minnesota General Partnership) hereby assigns all leases now in existence on 5600 Bass Lake Road to Jerome F. Halek.

The above is only subject to the assignment referred to in conjunction with said first mortgage to Northstar Bank of Roseville, Minnesota.

9/12/88

Date

Sep 12, 1988

Date

9/12/88

Date

9-12-88

Date

9/12/88

Date

LESSOR

David M. Berg, a partner

William J. Peterson, a partner

William H. Cushman, a partner

Peter J. Sampair, a partner

LESSEE

Jerome F. Halek

January 13, 1989

Mr. John T. Iwring, Chairman  
Crestal Charter Commission  
4141 Douglas Drive North  
Crestal, Minnesota 55422

Re: Crestal Charter Commission

Dear Mr. Iwring and members:

I have moved from the area and it is with regret that I submit my resignation from the Crestal Charter Commission.

I am grateful for having had the opportunity to serve with each of you and I will follow with interest as you continue with the Charter reform.

Crestal will always hold a special meaning for me.

Sincerely

Lauretta H. Welter

cc Maps and Councilmembers  
David G. Kennedy



Resolution amending Article III, Parties; Section 1. of the Northwest Hennepin Human Service Council's joint powers agreement.

WHEREAS, the City of Plymouth has been a participating member of the Northwest Hennepin Human Services Council for many years.

WHEREAS the City of \_\_\_\_\_ feels that it is in the best interest of the Northwest Hennepin Human Services Council to incorporate the City of Plymouth.

WHEREAS, the City of Plymouth, north of 55, is served by the Northwest Hennepin Human Services Council's various programs and services.

THEREFORE, be it resolved, that the City Council of the City of \_\_\_\_\_ on this date hereby resolves to amend Article III, Section 1. of the Northwest Hennepin Human Services Council's joint powers agreement to recognize the City of Plymouth (north of 55) as eligible to participate as a government unit in the joint powers agreement.

Signature \_\_\_\_\_ Date \_\_\_\_\_

ARTICLE III. Parties

Section 1. The Govermental units eligible to be parties to this agreement are:

Brooklyn Center  
Brooklyn Park  
Champlin  
Corcoran  
Crystal

Dayton  
Golden Valley  
Hanover  
Hassan Twp.  
Maple Grove

New Hope  
**Plymouth (north of 55)**  
Robbinsdale  
Rogers

(Plymouth has been added to Article III, Section 1.)

M E M O R A N D U M

January 23, 1989

TO: Jerry Dulgar

FROM: Finance Department

SUBJECT: Recommendation for 1989 Mileage Allowance

We have in past years paid a mileage allowance of 26¢ per mile. However, with new IRS regulations and rules, it is my recommendation to drop to 24¢ per mile effective January 1, 1989.

We have considerable changes and modifications that have to be done at year-end to employees W-2 who receive a mileage payment during the year. In addition, this also forces the employee to file extra income tax forms to be able to deduct his auto expenses. This is all created by the fact that we pay 2¢ over the allowable 24¢ that the IRS allows with no questions asked.

I believe a change to 24¢ would be beneficial in time spent for both the employees and the City Finance Department.

jm



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

POLICE DEPARTMENT

January 20, 1989

Jerry Dular  
Manager  
City of Crystal

Dear Jerry:

Last year, the U.S. House and Senate passed a resolution proclaiming February, 1989, as "America Loves Its Kids Month." This effort was begun in Eden Prairie through the efforts of two parents, Dottie Ewert and Doris Gillespie in 1988. Both these ladies, after struggling with pain in their own lives involving their children, decided that we, as a society needed to do something to increase the self-esteem of children throughout the country.

I met both these woman through my involvement with Minnesotans for Improved Juvenile Justice. They are both active members of Tough-Love support groups for parents and of Parents Coalition of Minnesota (PARCOM). They are urging each City Council to adopt a similar resolution for February.

Would you be interested in presenting this idea at the next City Council Meeting? I have enclosed the proclamations that have been written both locally and nationally. I think it would be really great for the citizens of Crystal to see this happen over cable TV and also to have some press about it in the POST Newspaper. I am sure that Dottie and Doris would be happy to meet with you or the City Council if you like. Thanks for considering this idea.

Sincerely,

Susan J. Carstens  
Juvenile Specialist



100TH CONGRESS  
2D SESSION

# H. J. RES. 579

To designate February 1989 as "America Loves Its Kids Month".

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## IN THE HOUSE OF REPRESENTATIVES

MAY 26, 1988

Mr. FRENZEL (for himself and Mr. HAYES of Illinois) introduced the following joint resolution; which was referred to the Committee on Post Office and Civil Service

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## JOINT RESOLUTION

To designate February 1989 as "America Loves Its Kids Month".

Whereas all of the children in the United States, including newborn infants, toddlers, kids who attend preschool, nursery school, kindergarten, elementary school, junior high school, high school, open school, alternative school, and private school, out-of-school kids, and kids of every race, creed, and color, deserve the recognition and support of the people of the United States;

Whereas the adults in the United States should recognize their duty to protect children by reporting any suspicion of child abuse or neglect, the selling of alcoholic beverages to minors, or the dealing of drugs by or for children;

Whereas children in the United States who are achieving success deserve to be highly complimented and given special recognition for their accomplishments;

Whereas the people of the United States should help to raise the self-esteem of children, especially children who have experienced hardship and hurt in their lives, by making an effort to communicate with and to support children;

Whereas adults in the United States should frequently offer to children hugs, smiles, pats on the back, and words of kindness and encouragement, to help children become more confident and successful; and

Whereas the Congress and the President can help children of the United States by designating a month for a united effort of the people of the United States to show their love and appreciation of the children of the United States: Now, therefore, be it

- 1       *Resolved by the Senate and House of Representatives*
- 2       *of the United States of America in Congress assembled,*
- 3       That February 1989 is designated as "America Loves Its
- 4       Kids Month", and the President of the United States is au-
- 5       thorized and requested to issue a proclamation calling upon
- 6       the people of the United States to observe the month with
- 7       appropriate ceremonies and activities.

○



# Congressional Record

PROCEEDINGS AND DEBATES OF THE 100<sup>th</sup> CONGRESS, SECOND SESSION

Vol. 134

WASHINGTON, TUESDAY, JULY 26, 1988

No. 108

## Senate

### AMERICA LOVES ITS KIDS MONTH

The Senate proceeded to consider the joint resolution (S.J. Res. 324) to designate February 1989 as "America Loves Its Kids Month."

Mr. DURENBERGER. Mr. President, I rise today to urge my colleagues to unanimously support the passage of Senate Joint Resolution 324, "America Loves Its Kids Month."

This joint resolution, which I introduced on May 20 with four cosponsors, encourages American adults to protect, support, and raise the self-esteem of children of every background. The resolution calls upon adults to recognize and compliment children who are achieving success, and to raise the self-esteem of children who have experienced suffering by supporting and communicating with them. To help children become more confident and successful, adults are asked to offer children affection and words of kindness and encouragement. American adults are also encouraged to protect children by reporting child abuse or neglect, the sale of alcohol to minors, and drug dealing by or for children.

Mr. President, I would like to thank the 50 of my colleagues who cosponsored this joint resolution, and the distinguished members of the Senate Judiciary Committee who have reported this measure to the full Senate. Supportive organizations such as Toughlove and the National Perinatal Association have also been instrumental in bringing this joint resolution to the floor today.

In particular, I want to recognize some very special people back in my home State of Minnesota.

Dottie Ewert, a native of Eden Prairie, MN, wrote the text of this resolution for the kids of her hometown. After a wave of attempted teen suicides in her community, Dottie convinced her community that Eden Prairie could do something to fight the suffering and build the self-esteem of its youth. The community adopted Dottie's resolution, and in February of 1987 and 1988, the community celebrated "Eden Prairie Loves Its Kids

Month." Eden Prairie rallied behind this resolution, with local businesses, schools, the public library, and the community center promoting activities to build the self-esteem of the city's youth. It was a huge success.

Dottie's friend, Doris Gillespie, a native of St. Paul, MN, deserves a great deal of credit for spreading the idea of "Eden Prairie Loves Its Kids Month" to a statewide and national level. Doris took a copy of Dottie's resolution to the Governor's office in St. Paul, where February 1988 was declared "Minnesota Loves Its Kids Month." By contacting her representation in Washington, DC, Dottie gave me the privilege of introducing "America Loves Its Kids Month." And since I introduced Senate Joint Resolution 324 in May, Dottie Gillespie has worked tirelessly to promote its passage. She has written to each of my Senate colleagues and to the Governors of each State to let them know the potential that "America Loves Its Kids Month" has to mobilize communities to support and encourage young people across this Nation.

I feel very honored today to give special recognition to Doris Gillespie for her tireless efforts on behalf of America's kids; to Dottie Ewert for inspiring us with her resolution; and to the city of Eden Prairie, for giving us a glimpse of what one community can do to make its kids feel special and needed.

Mr. President, the passage of this resolution in a year that so many have called the "Year of the Child" is especially appropriate. I urge my colleagues in the House of Representatives to act speedily in joining with the Senate to designate February 1989 as "America Loves Its Kids Month."

The joint resolution (S.J. Res. 324) was ordered to be engrossed for a third reading, read the third time, and passed.

The preamble was agreed to.

The joint resolution, and the preamble, are as follows:

#### S.J. Res. 324

Whereas all of the children in the United States, including newborn infants, toddlers, kids who attend preschool, nursery school,

kindergarten, elementary school, junior high school, high school, open school, alternative school, and private school, out-of-school kids, and kids of every race, creed, and color, deserve the recognition and support of the people of the United States;

Whereas the adults in the United States should recognize their duty to protect children by reporting any suspicion of child abuse or neglect, the selling of alcoholic beverages to minors, or the dealing of drugs by or for children;

Whereas children in the United States who are achieving success deserve to be highly complimented and given special recognition for their accomplishments;

Whereas the people of the United States should help to raise the self-esteem of children, especially children who have experienced hardship and hurt in their lives, by making an effort to communicate with and to support children;

Whereas adults in the United States should frequently offer to children hugs, smiles, pats on the back, and words of kindness and encouragement, to help children become more confident and successful; and

Whereas the Congress and the President can help children of the United States by designating a month for a united effort of the people of the United States to show their love and appreciation of the children of the United States: Now, therefore, be it

*Resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That February 1989 is designated as "America Loves Its Kids Month", and the President of the United States is authorized and requested to issue a proclamation calling upon the people of the United States to observe the month with appropriate ceremonies and activities.*





## Proclamation

WHEREAS: All of the kids in the State of Minnesota, from the newborn infants born, or adopted on this day, to toddlers, preschooler, nursery school kids, kindergarten kids, elementary junior high school, high school, open school, alternative school and private school students, out of school youth, and kids of every race, creed and color deserve our recognition and support; and

WHEREAS: A 100% effort by all the people of the State of Minnesota to show our kids how much they are loved and appreciated will help raise the kids' self-esteem, and will assist in reaching and helping the kids who have had much hardship and hurt in their lives; and

WHEREAS: Every citizen of Minnesota has a duty to protect the kids of this state by reporting any suspicions of child abuse or neglect, the selling of alcoholic beverages to minors by any local liquor establishments, or the dealing of drugs by or for the kids of Minnesota; and

WHEREAS: The kids in Minnesota who are achieving success deserve to be highly complimented and given special recognition for their accomplishments; and

WHEREAS: Gifts of love and feelings, such as hugs, smiles, pats on the back or loving words of expression and encouragement should flow freely from our mouths for these gestures help our kids become confident and successful;

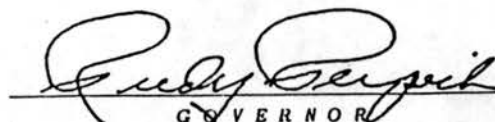
NOW, THEREFORE, I, Rudy Perpich, Governor of the State of Minnesota, do hereby proclaim the month of February, 1988 to be

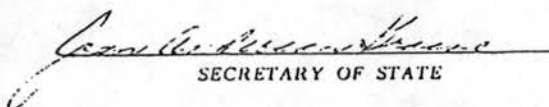
"MINNESOTA LOVES ITS KIDS" MONTH

in Minnesota, and call upon all residents, parents, synagogues, churches, community clubs and organizations, employers and business establishments in Minnesota to take an active part in this special month.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Minnesota to be affixed at the State Capitol this thirteenth day of January in the year of our Lord one thousand nine hundred and eighty-eight, and of the State the one hundred thirtieth.

  
GOVERNOR

  
SECRETARY OF STATE

RESOLUTION NO. 89-

CITY OF CRYSTAL

RESOLUTION PROCLAIMING FEBRUARY, 1989

AS "CRYSTAL LOVES ITS KIDS" MONTH

I, Mayor Betty Herbes, of the City of Crystal, Minnesota, do hereby officially declare and proclaim the month of February, 1989, as "Crystal Loves Its Kids" month. It is to commence on February 1st, and end February 28, 1989.

I hereby proclaim that:

The month of February, 1989, be dedicated to all of our kids in the City of Crystal ... from the newborn infants born or kids adopted this very day to Crystal couples, the toddlers, preschoolers, nursery school kids, kindergarten kids, elementary kids, kids in junior high, students in high school, all private schools, and out of school youth.

I hereby proclaim and encourage every resident, every parent, every church, every school, every community club and organization, every employer and business establishment in Crystal, to take an active part in "Crystal Loves Its Kids" month.

I hereby encourage everyone in our City of Crystal to join our hearts together in a 100% community effort and team support to show our kids how much they are loved and appreciated. Our goal will be an honest effort to try and raise self-esteem, and hopefully, we will be able to reach the kids in our City who have had far too many "hurts and struggles" in their young lives. Also, I proclaim that the kids who are achieving success be highly complimented, and be given special recognition for their accomplishments during the month of February.

I hereby encourage every citizen of Crystal to report any suspicions of child abuse or neglect, the selling of alcoholic beverages to minors by any local liquor establishment, or the dealing of drugs in our City, or the selling of drugs by anyone to our kids, to please report your suspicions to the Crystal Police Department (Telephone No. 537-8421). They are always willing to check it out and proceed from there with appropriate action if necessary.

I hereby proclaim that no monetary rewards or gifts be given to our kids in conjunction with "Crystal Loves Its Kids" month, other than the cost of sponsoring a meal, contest, or activity in appreciation of our kids. I proclaim that the gifts of love and feelings flow freely during this special month, such as hugs, smiles, pats on the back, or loving words of expression and encouragement, etc.

I hereby encourage everyone in Crystal to become actively involved in a community-wide effort of all the people of our City. We may not be the only city in America dealing with struggling, hurting, and acting out kids, but let it be recognized that we the people of Crystal, Minnesota, U.S.A. will be trying very hard to help raise self esteem and show our kids that we care and love them, and that February, 1989, will become known in our City as "Crystal Loves Its Kids" month, and hopefully, some of the ideas, etc. from February, will continue into future years.

This February, 1989, we will be joined in a united effort by the people of the United States of America to celebrate "America Loves Its Kids", which passed the United States 100th Congress - 2nd Session in Washington, D.C., as Senate Joint Resolution No. 324 and House Joint Resolution No. 579, and was proclaimed and signed into law by President Ronald Reagan on November 3, 1988.

ADOPTED by the Crystal City Council this 7th day of February, 1989.

---

Mayor

ATTEST:

---

City Clerk

HENNEPIN PARKS

FOUNDATION

January 25, 1989

Mr. Jerry Dulgar, City Manager  
4141 Douglas Dr.  
Crystal, Mn 55422

Dear Mr. Dulgar:

As the newly elected Hennepin Parks Foundation President, I would like to invite your Board of Commissioners to submit names of individuals as potential candidates for additional Hennepin Parks Foundation Directors. Josephine Nunn, former Metropolitan Council Member, was appointed Nominating Committee Chair at our January Board Meeting. Her committee will review suggestions and solicit potential candidates. Please contact Jo at 421-1547 with your suggestions. We would appreciate having your suggestions by the end of February.

The Hennepin Parks Foundation was started in May 1986. Its Articles of Incorporation identify the purposes of the Foundation to be the following:

- To further the development, growth and excellence of Hennepin Parks and the organizations with which it works in providing quality parks and recreation services
- To help develop, promote and maintain excellence in planning and implementation of programs, services and facilities
- To encourage and stimulate public understanding, use and support of Hennepin Parks
- To actively seek, solicit, receive, hold and maintain funds and property
- To broadly assist and support Hennepin Parks and not make or attempt to influence the policies promulgated by the Board of Commissioners of the District

Attached for your information is a current listing of Hennepin Parks Foundation Board Members.

Thank you for your assistance and suggestions.

Sincerely,



Morton D. Silverman  
Hennepin Parks Foundation  
President



1989  
HENNEPIN PARKS FOUNDATION  
BOARD OF DIRECTORS

Roster

ANDERSON, Judith S.

ANDERSON, Wendell R.

BLACK, Raymond D.

BONINE, Shirley A. (Commissioner, Hennepin Parks)

BURWELL, Barbara Peterson

DAYTON, Wallace C.

DURENBERGER, The Honorable David (Phil Cohen)

FLORENCE, Dorothy M.

KEATING, Mary D.

KINGMAN, Henry S.

MOEDE, MONA

NUNN, Josephine D.

SCHREIBER, Carol

SILVERMAN, Morton D.

STAPLES, Emily Anne

WAKEFIELD, Wilma B.

4152 QUAIL AVE. N.  
ROBBINSDALE, MIN. 55422

4 FEBRUARY, 1989

CITY COUNCIL, CITY OF CRYSTAL  
4141 DOUGLAS DR.  
CRYSTAL, MIN. 55422


DEAR COUNCIL MEMBERS

IT WOULD BE A PRIVILEGE FOR ME TO BE ABLE TO  
SERVE THE HENNEPIN PARKS FOUNDATION IN ACCORDANCE  
WITH ITS STATED PURPOSES.

AS A PARK KEEPER FOR THE CITY OF CRYSTAL SINCE 1981  
AND FOR WASHINGTON COUNTY, WISCONSIN FOR TWO YEARS  
BEFORE THAT, MY VOCATIONAL COMMITMENT TO QUALITY  
PARKS AND RECREATION IS EVIDENT. NOT SO EVIDENT,  
BUT PERHAPS STRONGER IS MY AVOCATIONAL COMMITMENT  
SINCE I AM AN AVID SKATER, SKIER, SWIMMER, BICYCLIST,  
AND HIKER. I FREQUENTLY ATTEND PRESENTATIONS AND  
ENTERTAINMENT OFFERED BY PARK SYSTEMS AROUND THE  
WEST METRO AREA, ALSO.

I BELIEVE I HAVE THE ABILITY TO MAKE A SIGNIFICANT  
WORKING CONTRIBUTION <sup>TO</sup> HENNEPIN PARKS VIA THE SUPPORTIVE  
ENDEavors OF THE HENNEPIN PARKS FOUNDATION. I THERE-  
FORE REQUEST YOUR RECOMMENDATION AND SUBMITTAL OF  
MY NAME TO HENNEPIN PARKS FOUNDATION FOR THE  
PURPOSE OF ESTABLISHING ME AS A CANDIDATE FOR THE  
BOARD OF DIRECTORS.

SINCERELY,



February 1, 1989

TO: Jerry Dulgar, City Manager  
FROM: Darlene George, City Clerk *Darlene*  
RE: Appointment of Assistant Weed Inspector  
1989

I received a Notice of Appointment of Assistant Weed Inspector for the year 1989 from Hennepin County. It will be placed on the February 7, 1989 City Council agenda for appointment by the Council.

In 1988 the weed complaints were handled by the forester in the Park and Recreation Department and Ed Brandeen, Park and Recreation Director, was appointed Assistant Weed Inspector.

Attached is a copy of the Notice of Appointment Of Assistant Weed Inspector form.



## Minnesota State Department of Agriculture

AGRONOMY SERVICES DIVISION  
90 WEST PLATO BOULEVARD  
SAINT PAUL, MINNESOTA 55107  
TELEPHONE: (612) 296-6123

### NOTICE OF APPOINTMENT OF ASSISTANT WEED INSPECTOR FOR CITY OR TOWNSHIP

#### INSTRUCTIONS

- 1) COMPLETE THIS FORM IN TRIPLICATE.
- 2) SEND:
  - A) ORIGINAL TO THE ATTENTION OF THE SECTION OF WEED CONTROL AT THE ABOVE ADDRESS.
  - B) FIRST COPY TO YOUR COUNTY AGRICULTURAL INSPECTOR.
  - C) SECOND COPY TO YOUR LOCAL CLERK.

NAME OF PERSON APPOINTED	- APPOINTMENT LOCATION -
ADDRESS 4141 Douglas Drive	CITY OR TOWNSHIP NAME City of Crystal
CITY, STATE, ZIP CODE Crystal, Minnesota 55422	COUNTY Hennepin
TELEPHONE NO. (INCLUDE AREA CODE) 612-537-8421	DATE OF APPOINTMENT 2-7-89

IN ACCORDANCE WITH MINNESOTA STATUTES 18.231, PARAGRAPHS 2 AND 3, PERTAINING TO ASSISTANT WEED INSPECTORS, THE ABOVE-NAMED PERSON IS HEREBY APPOINTED TO BE ASSISTANT WEED INSPECTOR FROM THE DATE INDICATED UNTIL SUCH TIME AS THE MAYOR OR TOWN BOARD WISHES TO TERMINATE THE APPOINTMENT. THIS APPOINTMENT CONFERS ON THE APPOINTEE ALL THE DUTIES, AUTHORITY, AND PRIVILEGES OF ANY LOCAL WEED INSPECTOR AS OUTLINED BY LAW.

SIGNATURE (MAYOR OR CHAIR OF TOWNSHIP BOARD)	TITLE Mayor	DATE SIGNED
STREET ADDRESS 4141 Douglas Drive	CITY AND STATE Crystal, Minnesota	ZIP CODE 55422





**CITY of CRYSTAL**

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

ADMINISTRATIVE OFFICE

February 1, 1989

Mayor Herbes and Members of  
the City Council  
City of Crystal  
4141 Douglas Drive North  
Crystal, Minnesota 55422

Dear Mayor Herbes:

At its January 25, 1989 meeting the Crystal Charter Commission agreed that it would like to meet jointly with the City Council to discuss the Commission's proposed comprehensive amendment to the City Charter. The ordinance adopting the amendment, you'll recall, did not receive the unanimous approval of the Council required by law, and the Amendment was referred back to the Commission. The only objection raised by the Council was your opposition to the portion of the amendment permitting members of the Council to hold other compatible public offices. The Commission would like to discuss that matter to see if your objection can be accommodated.

The Commission also felt that perhaps the new members of the Council would like to discuss the entire amendment with the Commission since they did not have the opportunity to be involved in the Council meetings when the amendment was explained to the Council last fall.

I want, on behalf of the Commission, to invite you and the other members of the Council to meet jointly with the Commission at its regular meeting at 7:00 p.m. on Wednesday, February 22, 1989, at City Hall. I know Councilmembers have a full schedule and although the 22nd is the Commission's preference (and many members have indicated their availability on that date) we will, of course, try to accommodate the Council's schedule.

Yours very truly,

*J.T.I.*

John T. Irving  
Chair, Crystal Charter Commission

cc: Jerry Dulgar

19 MAY 1987

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

**RESOLUTION NO. 87-22**

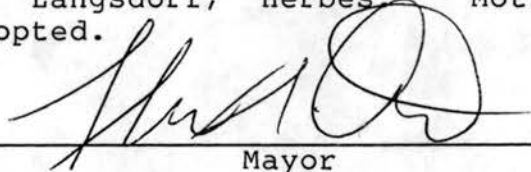
**RESOLUTION RELATING TO WORKERS' COMPENSATION  
FOR COUNCILMEMBERS**

WHEREAS, Minnesota Statutes, Section 176.011, Subdivision 9 (5) enables elected officials of cities to be covered by the Workers' Compensation Act; and

WHEREAS, the City Council's intent is that its members be included as employees;

NOW, THEREFORE, BE IT RESOLVED that the Council restates and reaffirms its intention that City Council members of the City of Crystal be covered by the Minnesota Workers' Compensation Act.

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

  
Mayor

ATTEST:

  
City Clerk

The City Council considered awarding bids for project #87-3, curb and gutter on Yates Avenue between 56th & 57th Avenues North.

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

**RESOLUTION NO. 87-23**

**RESOLUTION AWARDING A CONTRACT FOR CURB AND  
GUTTER PROJECT NO. 87-3**

WHEREAS, the City of Crystal did advertise for bids for Project #87-3, curb and gutter on Yates Avenue between 56th and 57th Avenues North, and

WHEREAS, such bids were received and publicly opened on May 13, 1987, and tabulated as follows:



association of  
metropolitan  
municipalities

*Cowless  
Pauline*

January 13, 1989

Dear Legislative Contact:

The date for the Breakfast Meeting with the Legislators in your area has been set.

Please reserve:

Saturday, February 11, 1989

from 8:30 to 10:00 A.M.

For a Continental Breakfast

at the

Holiday Inn, North

2200 Freeway Boulevard

Brooklyn Center, Minnesota

Enclosed is a copy of the letters sent to your area legislators. Will you please follow up? A handwritten note or personal invitation from you will encourage their attendance.

The AMM encourages you to also invite the one or two other people, either on your City Council or city staff, who will be the most active in dealing with your legislators. In order to help defray costs, the AMM asks that you share the cost by paying \$5.00 for yourself and for each city official attending.

Please call Melanie Ault or Carol Williams at 227-4008 with the names of people attending, or if you have any questions. We are looking forward to seeing you and your legislators!

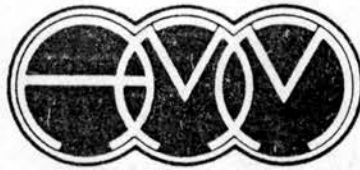
Sincerely,

A handwritten signature in cursive script, reading "Gary Bastian". The signature is written in dark ink and is positioned above the typed name.

Gary Bastian, President  
Association of Metropolitan Municipalities

enclosures





association of  
metropolitan  
municipalities

January 17, 1989

Dear Representative/Senator\_\_\_\_\_:

The Association of Metropolitan Municipalities would like to discuss with you, and some of your city officials, a few of the major, metropolitan city issues this legislature will face. As an organization, the AMM has not before attempted to meet with the metropolitan legislators as a group.

Please plan on attending our Continental Breakfast Meeting on:

Saturday, February 11, 1989

from 8:30 to 10:00 A.M.

at the Holiday Inn, North

2200 Freeway Boulevard

Brooklyn Center, Minnesota

A few of the major bills passed in the last few legislative sessions, such as Tax Increment Financing and Property Tax Reform, have raised serious concerns for many metro area city officials, especially in the area of homeowner property tax increases. The AMM hopes to present to you the metropolitan city perspective on the issues of: Comparable Worth, Land Use Planning, Levy Limits and Truth in Taxation, MVET Transfer, Property Tax Reform, and Tax Increment Financing.

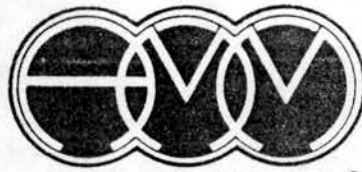
One of your city officials will be contacting you to discuss and confirm your attendance. Please respond to Melanie Ault or Carol Williams with your reservations at 227-4008.

We are looking forward to meeting with you.

Respectfully,

A handwritten signature in cursive script, reading "Gary Bastian". The signature is written in dark ink and is positioned above the printed name and title.

Gary Bastian, President  
Association of Metropolitan Municipalities



association of  
metropolitan  
municipalities

January 6, 1989

The following Legislators were sent the enclosed letter. Please personally follow up and encourage them to attend!

Senators

Ember Reichgott

Room Gr 24 State Cap. 55155

296-2889

Room \_\_\_\_\_ 55155

Room \_\_\_\_\_ 55155

Representatives

Ann Rest

Room 427 State Off. Bldg. 55155

296-4176

Lyndon Carlson

Room 379 State Off. Bldg. 55155

296-4255

Room \_\_\_\_\_ 55155

February 2, 1989

TO: CITY OF CRYSTAL COUNCILMEMBERS

FROM: Jerry Dulgar, City Manager



RE: ELATE Program  
Luncheon for City Councils

If you wish to attend the above referenced luncheon, please  
let Darlene or I know.





4401 Xylon Avenue North

New Hope, Minnesota 55428

Phone: 533-1521

January 13, 1989

Mr. Walt Fehst, City Manager  
City of Robbinsdale  
4221 Lake Road  
Robbinsdale, MN 55422

Mr. Jerry Dulgar, City Manager  
City of Crystal  
4140 Douglas Drive  
Crystal, MN 55422

Mr. Bill Joynes, City Manager  
City of Golden Valley  
7800 Golden Valley Road  
Golden Valley, MN 55427

Subject: ELATE Program  
Luncheon for City Councils

Gentlemen:

Staff has been busy putting together an itinerary for the members of the Commonwealth who will be visiting here from Saturday, March 18, to Saturday, March 25, 1989. We are proposing that the City Councils of New Hope, Crystal, Golden Valley, and Robbinsdale host a luncheon on Tuesday, March 21, 1989. The luncheon is planned to be held at the St. Andrews Club, Edinburgh Golf Course, Brooklyn Park.

The menu includes the following items:

Edinburgh salad  
Roast pork loin with sage  
Herb roasted potato  
Fresh garden vegetables  
Raspberry mousse  
Coffee, tea and wine

If any council member or staff has special dietary needs, arrangements can be made.


We have a base cost of \$148.00 which will be divided among the participating cities. In addition, the cost of each council member and staff is \$14.00 per plate.

-2-

So that we can continue to make arrangements, I ask that you let me know by January 24, 1989, as to whether your City will be participating. I will need to know the number of attendees in late February.

If you have questions, please call me.

Sincerely,

  
Daniel J. Donahue  
City Manager

MJD/lb

*Darlene*

1

DUE DATE: NOON, WEDNESDAY, JANUARY 11, 1989

MEMO TO: Jerry Dular, City Manager

MEMO FROM: John Olson, Assistant City Manager

ACTION NEEDED MEMO: From the January 3, 1989 Council Meeting

The items listed below are the actions requested by the City Council at their regular Council meeting of January 3, 1989. These items should be taken care of by noon, **Tuesday**, preceding the next regularly scheduled Council meeting and returned to the Assistant City Manager for his review.

DEPARTMENT      ITEM

CONSENT AGENDA

CITY MANAGER

1. - 11. The City Council considered reappointment of commission members.  
ACTION NEEDED: Notify appointees of reappointment to various commissions.  
ACTION TAKEN: Letters sent 1-5-89.

PUBLIC HEARINGS

BUILDING  
INSPECTOR

1. Public hearing to consider a request for a variance for an addition to the existing garage at 3949 Hampshire Avenue North.  
ACTION NEEDED: Notify applicant of Council approval.  
ACTION TAKEN: Applicant present.

CITY CLERK

2. Public hearing to consider an off-sale liquor license application for Melvyn D. Henry at 2728 Douglas Drive North.  
ACTION NEEDED: Notify applicant of Council approval.  
ACTION TAKEN: Applicant present at meeting. Necessary forms being prepared for submittal to Liquor Control.

REGULAR AGENDA

CITY MANAGER

1. Consideration of reappointment of Paulette Magnuson, Marilyn Kamp, James J. Barden and Jane A. Elsen to the Planning Commission.  
ACTION NEEDED: Notify persons of Council appointment.  
ACTION TAKEN: Letters written and sent 1-5-89.

CITY CLERK

2. Consideration of the selection of a Mayor Pro Tem for 1989.  
ACTION NEEDED: Note the appointment of Adrian Rygg as Mayor Pro Tem.  
ACTION TAKEN: Noted.

CITY MANAGER

3. Consideration of the official depository for the City of Crystal for 1989.  
ACTION NEEDED: Notify The Bank North of Council designation.  
ACTION TAKEN: Letter sent 1-5-89.

CITY MANAGER

4. Consideration of the designation of the official newspaper for the City of Crystal for 1989.  
ACTION NEEDED: Notify the North Hennepin Post of Council designation.  
ACTION TAKEN: Letter sent 1-5-89.

CITY CLERK

5. Consideration of the appointment of a liaison to the Park and Recreation Advisory Commission.  
ACTION NEEDED: Notify Commission Chairperson of Council appointment of Rollie Smothers as liaison.  
ACTION TAKEN: Letter sent 1-5-89.



## CITY CLERK

6. Consideration of the appointment of a liaison to the Environmental Quality Commission.  
ACTION NEEDED: Notify Commission Chairperson of Council appointment of Pauline Langsdorf as liaison.  
ACTION TAKEN: Letter sent 1-5-89.

## CITY CLERK

7. Consideration of the appointment of a liaison to the Human Relations Commission.  
ACTION NEEDED: Notify Commission Chairperson of the appointment of Garry Grimes as liaison.  
ACTION TAKEN: Letter sent 1-5-89.

## CITY CLERK

8. Consideration of the appointment of a liaison to the Long Range Planning Commission.  
ACTION NEEDED: Notify Commission Chairperson of the appointment of Adrian Rygg as liaison.  
ACTION TAKEN: Mayor serves as Chair; present at meeting.

## CITY MANAGER

9. Consideration of the designation of representative and alternates to the Association of Metropolitan Municipalities  
ACTION NEEDED: Notify AMM of Council appointment of Betty Herbes as representative and Jerry Dular and Pauline Langsdorf as alternates.  
ACTION TAKEN: Letter sent 1-5-89.

## CITY MANAGER

10. Consideration of the appointment of a representative to the Joint Water Commission.  
ACTION NEEDED: Notify Commission of Council appointment of Steven Leppa as its representative to the Joint Water Commission.  
ACTION TAKEN: Letter sent 1-5-89.

## CITY MANAGER

11. Consideration of the appointment of a representative to the Tri-Community Twin Lake Study Committee for the year 1989.  
ACTION NEEDED: Notify Committee of Council appointment of Elmer Carlson.  
ACTION TAKEN: Letter sent 1-5-89.

## CITY MANAGER

12. Consideration of the appointment of representatives to the Northwest Suburbs Cable Communications Commission.  
ACTION NEEDED: Notify Commission of Council appointment of Mayor Herbes and John T. Irving as representatives in 1989.  
ACTION TAKEN: Letter sent 1-5-89.

FINANCE  
DIRECTOR

13. Consideration of the selling of \$2,000,000 in General Obligation Bonds for the Community Center.  
ACTION NEEDED: Delay sale of bonds until clarification of tax laws made by legislature.  
ACTION TAKEN: Sale delayed until proper legislation is passed.

PUBLIC WORKS  
DIRECTOR

14. Consideration of stop sign petition for removal of existing sign at 3841 Kentucky Avenue North.  
ACTION NEEDED: Remove stop sign as approved by Council.  
ACTION TAKEN: Stop sign removed.

## CITY CLERK

15. Consideration of Second Reading of an Ordinance Regarding Pawnbrokers and Second Hand Goods Dealers in the City of Crystal.  
ACTION NEEDED: Publish ordinance.  
ACTION TAKEN: Sent for publishing 1-4-89.

ADMINISTRATIVE  
SECRETARY

16. Consideration of First Reading of an Ordinance regarding Liquor and Beer in Public Parks in the City.  
ACTION NEEDED: Place Second Reading on the January 17 Council Agenda.  
ACTION TAKEN: Second Reading placed on January 17 Council Agenda.

CITY MANAGER

17. Consideration of possible support of the Twin West Chamber of Commerce tax policy.  
ACTION NEEDED: Item continued until next meeting to review tax policy for the applicability and appropriateness to the City of Crystal.  
ACTION TAKEN: City Assessor reviewing.

HEALTH  
DEPARTMENT

18. Consideration of change in license fee for Honor Snacks in the City of Crystal.  
ACTION NEEDED: Notify Honor Snacks of no change in license fee.  
ACTION TAKEN: Letter sent 1-6-89.
19. Consideration of attendance by Council at the Legislative Breakfast Meeting in Brooklyn Center.  
ACTION NEEDED: No action needed as it was an informational item.

ALL DEPT.  
HEADS

20. Consideration of a Work Session with staff at 5:00 p.m. on February 6, 1989.  
ACTION NEEDED: Prepare presentation regarding the work of your particular department for presentation and discussion at the February 6 meeting.  
ACTION TAKEN: Presentations being prepared.

## CITY MANAGER

21. Consideration of situation of the Cere's Tree Service.  
ACTION NEEDED: Keep Council apprised of the situation as it progresses.  
ACTION TAKEN: Awaiting comments from bond company.

## CITY CLERK

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



PARK AND RECREATION ADVISORY COMMISSION

Agenda

February 1, 1989

1. Call meeting to order 7:00 p.m.
2. Approval of minutes
3. Review monthly report
4. Update on the "goals" interviews with commission/council
5. Recommend summer meeting locations for 1989
6. Review Sno-Fun Days/dedication program
7. Review of Frolics meeting - Liz
8. Long Range Planning Commission Report - Mark
9. Update 5-Year Plan - Long Range Planning Commission  
Needs 1994 Year Plan
10. Committee assignments - continued from January meeting
11. Adopt-A-Park - continue discussion from January meeting
12. Other Business
13. Adjournment

January 24, 1989

TO: City of Crystal Councilmembers  
FROM: Darlene George, City Clerk *Darlene*  
RE: Air Flights and Fares  
1989 NLC Congressional City Conference  
March 11-14, 1989

I have attached a form containing flight times and fares for the above referenced conference for your convenience.

Please fill out the form indicating your preference and return to me as soon as possible and I will make your reservations.

If you are taking a guest I will need either a check for travelers other than yourself, or a credit card number to give to Crystal Travel Agency at the time reservations are made.

All tickets are non-refundable and non-changeable.

cc: Jerry Dulgar, City Manager

Councilmember \_\_\_\_\_ No. of reservations needed: \_\_\_\_\_

FLIGHT DEPARTURE AND ARRIVAL TIMES  
Minneapolis - Washington, D.C.  
through  
Crystal Travel Agency  
for

1989 NLC Congressional City Conference, March 11-14, 1989

All flights are on Northwest (non-stop).

Fares are \$248 with the exception of a March 16 return (this fare may be \$268)

Friday, March 10

Depart Minneapolis

12:05 P.M.  
1:15 P.M.  
6:10 P.M.  
6:45 P.M.

Arrive Washington D.C.

3:22 P.M.  
4:36 P.M.  
9:33 P.M.  
9:59 P.M.

Saturday, March 11

12:05 P.M.  
1:15 P.M.  
6:10 P.M.  
6:45 P.M.

3:22 P.M.  
4:36 P.M.  
9:33 P.M.  
9:59 P.M.

Tuesday, March 14

Depart Washington, D.C.

6:50 A.M.  
9:35 A.M.  
12:00 Noon  
4:30 P.M.  
6:35 P.M.  
7:00 P.M.

Arrive Minneapolis

8:35 A.M.  
11:14 A.M.  
1:39 P.M.  
6:14 P.M.  
8:19 P.M.  
8:43 P.M.

Wednesday, March 15

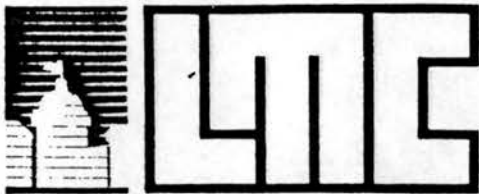
6:50 A.M.  
9:35 A.M.  
12:00 Noon  
4:30 P.M.  
6:35 P.M.  
7:00 P.M.

8:35 A.M.  
11:14 A.M.  
1:39 P.M.  
6:14 P.M.  
8:19 P.M.  
8:43 P.M.

Thursday, March 16

6:50 A.M.  
9:35 A.M.  
12:00 Noon  
4:30 P.M.  
6:35 P.M.  
7:00 P.M.

8:35 A.M.  
11:14 A.M.  
1:39 P.M.  
6:14 P.M.  
8:19 P.M.  
8:43 P.M.



League of Minnesota Cities

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

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January 23, 1989

MEMORANDUM

TO: Mayors, Managers, Clerks

FROM: Ann Higgins, Federal Liaison

SUBJECT: AIRLINE RATE/RESERVATIONS INFORMATION FOR TRAVEL TO  
1989 NLC CONGRESSIONAL-CITY CONFERENCE

Below please consult available flight schedules and rates for booking reservations for travel to and from the 1989 NLC Congressional-City Conference, March 11-14, in Washington, D.C.

Please call Cindy Arendts at International Travel Exchange at:  
1-612-483-8236  
or 1-800-331-2596

International Travel Exchange has booked space on each of the flights listed below and has arranged for discount fares for city officials traveling to the NLC conference. Northwest Airlines has agreed to offer an additional 5 percent off the lowest available rate on any promotional airfare for these flights. In addition, city officials who prefer to make reservations that permit last-minute changes without penalty will be able to obtain an additional 35 percent discount off the regular rate charged for such refundable, more flexible reservations.

Alternative departure times are available with the same discounts as those listed here. Inquire when you call International Travel Exchange and note that you are calling in regard to reservations for travel to the NLC Congressional-City Conference in Washington, D.C., in response to information provided by LMC and the travel agency.

Full 14-day advance reservations without penalty will also be available by special arrangements in connection with travel to the conference. There will also be a 5 percent discount on this fare as well.

Currently, the lowest available rate for coach seating for non-refundable tickets is \$248.00 round-trip. Reservations must be made at least 1 month in advance in order to get the best rates for the dates of scheduled flights.

City officials who wish to depart from other cities, such as Duluth or Fargo/Moorhead will also be able to take advantage of the same fare discounts as those mentioned above.



Friday, March 10 Departures to Washington National Airport:

NW #302	departs M/StP	1:15 p.m.	arrives Washington	4:36 p.m.
NW #712	departs M/StP	6:10 p.m.	arrives Washington	9:30 p.m.
NW #322	departs M/StP	6:45 p.m.	arrives Washington	10:00 p.m.

Saturday, March 11 Departures to Washington National Airport:

NW #312	departs M/StP	7:50 a.m.	arrives Washington	11:07 a.m.
NW #314	departs M/StP	12:05 p.m.	arrives Washington	3:22 p.m.

Tuesday, March 14 Return Flights to Minneapolis/St. Paul:

NW #1651	departs Washington	6:35 p.m.	arrives M/StP	8:20 p.m.
NW # 327	departs Washington	7:00 p.m.	arrives M/StP	8:43 p.m.

Wednesday, March 15 Return Flights to Minneapolis/St. Paul:

NW # 317	departs Washington	9:35 a.m.	arrives M/StP	11:15 a.m.
NW # 305	departs Washington	12 Noon	arrives M/StP	1:40 p.m.

Address: International Travel Exchange, Inc.  
3585 North Lexington Avenue  
Shoreview, MN 55126

Bruce M. Parsons  
6432 Zealand Avenue North  
Brooklyn Park, MN 55428  
January 17, 1989

Chief of Police  
City of Crystal  
4141 Douglas Drive North  
Crystal, MN 55422-1696

RE: Case C 88010498

Gentlemen:

The purpose of this letter is to inform you of a job well done by your department.

My wife was attacked and my daughter was abducted on the night of December 18 in the Target parking lot in Crystal. My wife's purse was stolen and she was roughed up by three individuals. The case was handled by your detectives Drake and Downing.

Both detectives did a superb job in apprehending the individuals, but more important to us was that they helped my wife and daughter overcome the trauma they experienced. They were very helpful in explaining every aspect of what they had to do and gave them hope that the individuals would be put to justice. They also showed a tremendous amount of kindness and understanding to help my wife and daughter through a very trying time.

We all thank you for the outstanding job done.

Very truly yours,

*Bruce M. Parsons*

Bruce M. Parsons

cc: Detective Drake  
Detective Downing

**Lyndon R. Carlson**

District 46B  
Hennepin County

**Committees:**

Appropriations  
Education Division, Chairman  
Economic Development and Housing  
Financial Institutions and Insurance  
Ways and Means



# Minnesota House of Representatives

January 13, 1989

The Honorable Betty Herbes  
Mayor, City of Crystal  
4141 Douglas Drive North  
Crystal, MN 55422

Dear Betty:

Thank you for your recent letter explaining the City of Crystal's efforts in responding to Minnesota's comparable worth law. I appreciate your keeping me informed of the costs and progress made.

As you requested, I will certainly keep you up-to-date as changes in the comparable worth law are contemplated by the Legislature.

Again, thank you for writing. Please feel free to contact me throughout the year as issues or concerns come up that may affect the City of Crystal.

Sincerely,

A handwritten signature in dark ink, appearing to read "Lyndon Carlson", with a long horizontal flourish extending to the right.

Lyndon Carlson  
State Representative

LC:dv

Reply to: ☐ 379 State Office Building, St. Paul, Minnesota 55155  
☐ 8216 35th Avenue North, Crystal, Minnesota 55427

Office: (612) 296-4255  
Home: (612) 541-0525

**Ann H. Rest**

District 46A  
Hennepin County  
Crystal/New Hope

**Committees:**

Taxes, Vice-Chair  
Tax Laws Division  
Judiciary  
Crime and Family Law Division  
Future and Technology  
Metropolitan Affairs  
Commission on the Economic Status  
of Women  
Minnesota Academic Excellence  
Foundation



# Minnesota House of Representatives

Robert E. Vanasek, Speaker

January 18, 1989

The Honorable Betty Herbes  
Mayor, City of Crystal  
4141 N. Douglas Drive  
Crystal, MN 55422

Dear Mayor Herbes:

Thank you for your very informative letter detailing Crystal's history with the pay equity policy.

I appreciate your concerns and will certainly keep you aware of any proposed legislative changes.

Sincerely,

A handwritten signature in cursive script that reads "Ann Rest".

Ann Rest  
State Representative

AR:pc

Reply to: ☐ 429 State Office Building, St. Paul, Minnesota 55155

☐ 9332 Northwood Parkway, New Hope, Minnesota 55427

Office: (612) 296-4176

Home: (612) 546-7674



January 23, 1989

MEMO TO: Jerry Dulgar, City Manager

FROM: Julie Jones, Community Development Coordinator

RE: Home Energy Audit Program

Attached is an update which I received from West Hennepin Human Services on the energy audit program. Crystal is already very close to reaching the number of audits projected for completion in 1989. That total was 115 audits, and by the end of December we had already completed 91 audits. Since this program is advertised in the City Newsletter which will reach the public this month I assume we will have an even greater request from residents on the audit program.

INITIAL REPORT BROOKLYN CENTER CEC  
(CITIES OF CRYSTAL, GOLDEN VALLEY, AND BROOKLYN CENTER)

HOME ENERGY CHECKUP

Production of checkups in the three cities began in November and December of 1988. Most requests were generated by articles in the respective city newsletters, and were taken over the phone. The major exception was a special mailing to the waiting list for housing rehab deferred loans from the City of Crystal, which generated a 33% response. Performance of checkups through the end of the year totalled 91 audits in Crystal, 18 in Golden Valley, and 5 in Brooklyn Center. Referrals to Project Air were minimal; this may have been due to ~~lack of~~ lack of application forms. Checkup visits scheduled for January will even out the distribution of audits; Brooklyn Center's newsletter reached their residents toward the end of December.

A third auditor was interviewed in December and will start work in January. A third blower door supplied by NSP will make it possible to have three auditors in the field simultaneously. This will allow a greater production of audits during the season of highest demand. The third auditor position was arranged with evening and weekend hours understood to be a large portion of the work week. This will allow the checkup program to be more responsive to the special scheduling requests of working families.

PROJECT AIR

WHHS met with the Project Air contractor in December to discuss work volume and job specification through the energy checkup. It was decided that job referral would begin in January. The contractors will be responsible for scheduling. Fuel consumption records will be acquired as often as possible for the prioritization of work and for a more accurate assessment of "lifestyle" impacts upon the household consumption patterns.

**EMBER D. REICHGOTT**

Senator 46th District  
Room G-9, State Capitol  
St. Paul, Minnesota 55155  
Phone: 296-2889  
and  
7701 48th Avenue North  
New Hope, Minnesota 55428

January 26, 1989

**Senate**  
**State of Minnesota**

The Honorable Betty Herbes  
Mayor of the City of Crystal  
4141 Douglas Drive North  
Crystal, Minnesota 55422

Dear Betty:

Thank you for your recent letter describing the impact of comparable worth legislation on the City of Crystal. I found the information very helpful and complete.

You requested that I notify you or Jerry Duglar if any changes in comparable worth are being contemplated by legislative committees. Enclosed please find a copy of a bill that I recently introduced in the Senate. This bill was brought to me by the Department of Human Rights. It simply amends the Minnesota Human Rights Act to read that failure to enforce a comparable worth plan shall constitute an "unfair discriminatory practice." In effect, it provides a sanction in the Human Rights Act consistent with the penalties passed last year for those cities that fail to implement their own plan. This bill does not change the system in any way; all the city is required to do is enforce the plan it already has.

I do know, however, that other senators are preparing legislation that may affect existing plans. I suggest that the best source of information on the progress of these bills is the very thorough League of Cities bulletins published weekly. I will personally work with you on these issues, but it is possible I will not know of the activity taking place in the House or in Senate committees on which I do not serve.

Betty, I look forward to working with you and the Crystal City Council during the 1989 legislative session. Thank you again for keeping me informed. I wish you the best as you start your new term as mayor.

Sincerely,



Ember Reichgott  
State Senator

ER/klm

Enclosure

**COMMITTEES • Vice-Chair, Education • Taxes and Tax Laws • Judiciary • Economic Development/Housing**  
**SERVING • Crystal • New Hope • Robbinsdale**

CRYSTAL PARK AND RECREATION DEPARTMENT  
MONTHLY REPORT  
JANUARY 1988

-----  
PROGRAM ACTIVITIES: JANUARY START

ACTIVITY NAME	1989 REGISTRATION	LOCATION	AGE GROUP	DAY/TIME
BEGINNING SKATE LESSONS	10	WELCOME	GRADES K-4	SAT AFTERNOON
	10	LIONS VALLEY PLACE		
	10	BROADWAY		
	-----			
TOTAL	30			
LEARN TO HOCKEY SKATE	7	WELCOME	GRADES 1-4	WEEKDAY EVENING
	6	LIONS VALLEY PLACE		
	-----			
TOTAL	13			
WRESTLING INSTRUCTION	41	SANDBURG MIDDLE	GRADES 1-6	WEEKDAY EVENING
	24	HOSTERMAN MIDDLE		
	-----			
TOTAL	65			
WRESTLING OPEN GYM	8	HOSTERMAN MIDDLE	GRADES 1-6	WEEKDAY EVENING
DANCE INSTRUCTION - WINTER	36	FOREST	PRESCHOOL TO GRADE 5	WEEKDAY EVENING
GYMNASTICS - WINTER	91	SANDBURG MIDDLE	PRESCHOOL TO GRADE 6	WEEKDAY EVENING
TEEN ACTIVITY: SKATING PARTY	10	WELCOME PARK	GRADES 6-8	WEEKDAY EVENING



-----  
PROGRAM ACTIVITIES: JANUARY START

ACTIVITY NAME	1989 REGISTRATION	LOCATION	AGE GROUP	DAY/TIME
ADULT SKI TRIPS				
TROLLHAUGEN	30		ADULT	WEEKDAY DAY
WELCH VILLAGE	30			
WILD MOUNTAIN	26			
	-----			
TOTAL	86			
SKATING RINKS				
JANUARY ATTENDANCE :				
	484	FOREST		
	296	IRON HORSE		
	380	BASSETT CREEK		
	682	WELCOME		
	410	BROADWAY		
	240	YUNKERS		
	470	CRYSTAL HIGHLANDS		
	1480	LIONS VALLEY PLACE		
	485	TWIN OAK		
	196	NORTH LIONS		
	-----			
TOTAL	5123			

ONGOING PROGRAMS - JANUARY 1989

SENIORS\*

CENTER MEMBERSHIP: 595  
CRIBBAGE: 36  
WELCOME: 2  
500 DAY: 48  
500 NITE: 32  
SCRAPBOOK: 2  
POKER FOR FUN: 25  
BRIDGE DAY: 48  
BRIDGE NITE: 36  
DUPLICATE BRIDGE: 40  
EXECUTIVE COMMITTEE: 9  
SPECIAL EVENTS:

OTLB: 40 TO MUIRFIELDS

BRUNCH BUNCH: 32 - SPEAKER WAS LARRY QUINN

\*JANUARY UPDATE OF SENIOR CENTER ACTIVITIES

ADULTS

MEN'S VOLLEYBALL LEAGUE  
WOMEN'S VOLLEYBALL LEAGUE  
CO-REC VOLLEYBALL LEAGUE  
ADULT OPEN BASKETBALL  
ADULT OPEN VOLLEYBALL  
CO-REC OPEN VOLLEYBALL  
WALK PROGRAM -  
OVER 50 AND FIT JANUARY - 9

YOUTH

HOCKEY LEAGUE  
BASKETBALL LEAGUE

OTHER ACTIVITIES

TMH-EMH/ADAPTED\*\*  
COMMUNITY TRIPSTERS\*\*  
ICE CAPADES: 137 TOTAL/37 CRYSTAL  
GETAWAY\*\*  
HORST/WHITNEY HOTEL: 40 TOTAL/4 CRYSTAL

\*\* - CO-SPONSORED WITH OTHER AGENCIES

PROGRAMS COMPLETED

JANUARY: NONE

CRYSTAL PARK AND RECREATION ADVISORY COMMISSION  
Minutes  
January 4, 1989

The regular meeting of the Crystal Park and Recreation Advisory Commission was called to order by Vice Chairperson Sochacki. Members present were: Ms. Reid, Ms. Saunders, Ms. Pitts, and Ms. Moucha. Also present were Mr. Brandeen and Ms. Hackett from the Department staff.

The minutes were approved as sent.

Ms. Hackett reviewed the monthly report, highlighting major activities. The Winterfest activity was discussed. The event went well, and it was thought that additional publicity was needed - especially for the lighting contest. Also it was congested in the building during the crafts clean-up time. There, also, was no place for the kids to store their crafts during the entertainment.

Mr. Brandeen reviewed the updated floor plan of the Community Center. Groundbreaking will take place April/May 1989.

The commission discussed the park dedication ordinance.

Moved by Ms. Reid and seconded by Ms. Pitts that on the basis of the recommendations made by the City Attorney's office, the October 1988 meeting motion concerning the park dedication ordinance should be amended as follows:

10% - residential subdivision

5% - commercial and industrial subdivisions.

Motion carried - unanimous.

Moved by Ms. Moucha and seconded by Ms. Pitts to recommend to the Council the adoption of proposed ordinance 505.04 concerning park dedication.

Motion carried - unanimous.

Committee assignment were tabled until next meeting.

Ms. Moucha presented her "Adopt A Park" plan. Discussion centered around the best method to implement the plan. It was decided to try 1 north and 1 south park. The Commission will try to organize groups such as Scouts, Seniors, Church Youth to be involved with park clean-up and a "neighborhood watch". More discussion and planning will be done at the next 2 meetings so the information can be printed in the Park & Recreation Spring/Summer Newsletter.

The annual Snow Fun Day co-sponsored with the Crystal Lions will be held Sunday, February 5 from 1:15 to 3:30 p.m. at Lions Valley Place park. The new playground equipment will be dedicated.

Events will be finalized at the February Commission meeting.

Mr. Brandeen reviewed the 1988 Pool Report. Pool rates will not be changed in 1989.

There was no Long Range Planning Commission report.

Mr. Sochacki updated the Commission on MAC Park facilities. He mentioned that there are deer in the park. People from his apartment complex use the park extensively. Especially appreciated is the renovation of the boardwalk.

The meeting was adjourned at 8:15 p.m.

Respectfully Submitted,

Gene Hackett  
Recorder



HUMAN RELATIONS COMMISSION  
January 23, 1989

Members Present: Barb McMahon, Linda Museus, Bruce Kleeberger, Renee Werner, Arlene West. Also present was Don Peterson, Building Inspector.

Members Absent: James Darmer, Lois Ehret, Judy Rice.

Council Liaison Present: Garry Grimes.

1. Motion was made by Bruce and seconded by Arlene to approve November's minutes.  
Motion Carried.
2. Renee provided information on the No-Fault Grievance Training. Dates to set the training are 3-4-89 and 3-18-89. Renee will be calling to set up for these tentative.
3. Linda will be calling members who have not participated actively in the Commission to inquire about their status.
4. Linda will not attend the February meeting and Bruce will have to chair the meeting.
5. Linda will contact Julie Rydh to check on status of Human Relations brochure.
6. Don Peterson appeared before the Commission to brief us on his situation regarding his salary history with the City of Crystal. Linda made Don aware that there is a conflict of interest involving the Human Relations Commission. Linda stated she would check with the State Human Rights Commission to get direction for Don.

Meeting adjourned at 8:35 p.m.

*Darlene*

DUE DATE: NOON, WEDNESDAY, FEBRUARY 1, 1989

MEMO TO: Jerry Dulgar, City Manager

MEMO FROM: John Olson, Assistant City Manager

ACTION NEEDED MEMO: From the January 17, 1989 Council Meeting

The items listed below are the actions requested by the City Council at their regular Council meeting of January 17, 1989. 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. Set public hearing for consideration of revocation of an off-sale liquor license for W.J.W., Inc. at 2728 Douglas Drive North.  
ACTION NEEDED: Publish notice of hearing.  
ACTION TAKEN: Notice sent to W.J.W., Inc. only per City Attorney's instructions.

PUBLIC WORKS  
DIRECTOR

2. Consideration of setting public hearing for preliminary plat of Crystal Community Center Addition located at 48th and Douglas Drive.  
ACTION NEEDED: Publish notice of hearing.  
ACTION TAKEN: Hearing set for February 7 with publication in progress.

CITY MANAGER

3. Consideration of the resignation letter from Darla Carlson of the Human Relations Commission.  
ACTION NEEDED: Send letter of thanks and appreciation.  
ACTION TAKEN: Letter sent 1-18-89.

CITY MANAGER

4. Consideration of the resignation letter from Julie Rydh of the Human Relations Commission.  
ACTION NEEDED: Send letter of thanks and appreciation.  
ACTION TAKEN: Letter sent 1-18-89.

CITY MANAGER

5. Consideration of the resignation letter from Robert Veech of the Park & Recreation Advisory Commission.  
ACTION NEEDED: Send letter of thanks and appreciation.  
ACTION TAKEN: Letter sent 1-18-89.

**REGULAR AGENDA**

ADMINISTRATIVE  
SECRETARY

1. Consideration of Article III of the property lease agreement for 5548 Lakeland Avenue North.  
ACTION NEEDED: Place item on February 7 Council Agenda.  
ACTION TAKEN: Item placed on February 7 Council Agenda.

PUBLIC WORKS  
DIRECTOR

ACTION NEEDED: Investigate lease rates for similar size properties to report to the Council on February 7.  
ACTION TAKEN: Research in progress for February 7 meeting.

CITY CLERK

2. Consideration of Second Reading of an Ordinance regarding Liquor and Beer in Public Parks in the City.  
ACTION NEEDED: Publish ordinance.  
ACTION TAKEN: Ordinance sent for publishing 1-19-89.

PUBLIC WORKS  
DIRECTOR

3. Consideration of a resolution approving an agreement with Hennepin County regarding repaving of County Road 9.  
ACTION NEEDED: Forward signed agreement to Hennepin County.  
ACTION TAKEN: Resolution and agreements executed and forwarded to the County.

CITY MANAGER

4. Consideration of possible support of Twin West Chamber of Commerce regarding a tax policy.  
ACTION NEEDED: Council suggests we remain neutral. No action needed at this time.

ADMINISTRATIVE  
SECRETARY

5. Consideration of the First Reading of an Ordinance amending Chapter 5 of the City Code Regarding Park Dedication.  
ACTION NEEDED: Place item on February 7 Council Agenda.  
ACTION TAKEN: Item placed on February 7 Council Agenda.

CITY MANAGER

6. Consideration of location of a television tower and station within the City of Crystal.  
ACTION NEEDED: Proceed to secure more information regarding proposal to present to the City Council at an upcoming meeting.  
ACTION TAKEN: In process.

CITY CLERK

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

07-Feb-89

CITY OF CRYSTAL  
1988 EXPENDITURE REPORT DECEMBER 1988  
C.ROBBE

NORMAL %=

100.00%

DEPARTMENT	#	BUDGET AMOUNT	PRIOR MONTH YTD EXPENSES	ENCUMBERANCES	CURRENT EXPENDITURES	TOTAL EXPENSES	RATIO	UNENCUMBERED BALANCE
Mayor & Council	10	\$97,800.00	\$90,431.57		\$7,899.39	\$98,330.96	100.5%	(\$530.96)
Administration	11	\$348,333.00	\$309,292.70		\$35,617.38	\$344,910.08	99.0%	\$3,422.92
Assessing	12	\$118,385.00	\$100,914.85		\$16,103.97	\$117,018.82	98.8%	\$1,366.18
Finance	13	\$122,968.00	\$96,980.35		\$14,612.88	\$111,593.23	90.7%	\$11,374.77
City Buildings	14	\$157,865.00	\$123,678.23		\$15,943.43	\$139,621.66	88.4%	\$18,243.34
Police	15	\$1,593,889.00	\$1,380,491.42		\$187,259.27	\$1,567,750.69	98.4%	\$26,138.31
Fire	16	\$236,507.00	\$175,597.91		\$31,825.85	\$207,423.76	87.7%	\$29,083.24
Planning & Inspection	17	\$101,694.00	\$90,046.05		\$12,011.35	\$102,057.40	100.4%	(\$363.40)
Civil Defense	18	\$55,982.00	\$40,689.67		\$3,232.92	\$43,922.59	78.5%	\$12,059.41
Engineering	19	\$224,434.00	\$190,446.74		\$27,372.03	\$217,818.77	97.1%	\$6,615.23
Street	20	\$452,988.00	\$391,327.29		\$35,338.26	\$426,665.55	94.2%	\$26,322.45
Park Maintenance	21	\$399,862.00	\$353,428.12		\$44,157.51	\$397,585.63	99.4%	\$2,276.37
Recycling	22	\$30,000.00	\$15,263.93		\$2,402.65	\$17,666.58	58.9%	\$12,333.42
Recreation	25	\$389,200.00	\$337,811.08		\$37,672.79	\$375,483.87	96.5%	\$13,716.13
Health	26	\$160,348.00	\$125,363.50		\$14,221.92	\$139,585.42	87.1%	\$20,762.58
Civil Service	27	\$18,950.00	\$9,788.59		\$733.90	\$10,522.49	55.5%	\$8,427.51
Legal	28	\$151,000.00	\$125,259.46		\$23,252.25	\$148,511.71	98.4%	\$2,488.29
Elections	29	\$19,000.00	\$11,733.61		\$354.55	\$12,088.16	63.6%	\$6,911.84
Misc Commissions	30	\$6,175.00	\$1,359.44			\$1,359.44	22.0%	\$4,815.56
Swimming Pool	31	\$72,122.00	\$57,847.02		\$533.16	\$58,380.18	80.9%	\$13,741.82
Non-Departmental	32	\$804,343.00	\$669,375.96		\$159,282.65	\$828,658.61	103.0%	(\$24,315.61)
Tree Disease	34	\$48,142.00	\$27,805.36		\$10,728.00	\$38,533.36	80.0%	\$9,608.64
<b>TOTALS</b>		<b>\$5,609,987.00</b>	<b>\$4,724,932.85</b>	<b>\$0.00</b>	<b>\$680,556.11</b>	<b>\$5,405,488.96</b>	<b>96.4%</b>	<b>\$204,498.04</b>
 Thorson-Fund #83		 \$97,495.00	 \$62,620.42		 \$2,397.68	 \$65,018.10	 66.7%	 \$32,476.90
 Utility Fund-#81								
Water	23	\$755,167.00	\$468,633.29		\$388,462.56	\$857,095.85	113.5%	(\$101,928.85)
Sewer	24	\$991,667.00	\$976,759.72		\$47,104.76	\$1,023,864.48	103.2%	(\$32,197.48)
<b>TOTALS</b>		<b>\$1,746,834.00</b>	<b>\$573,573.22</b>	<b>\$0.00</b>	<b>\$435,567.32</b>	<b>\$1,880,960.33</b>	<b>107.7%</b>	<b>(\$134,126.33)</b>



07-Feb-89

CITY OF CRYSTAL  
C.ROBBESUMMARY OF REVENUES AS OF DECEMBER 31, 1988  
NORMAL PERCENT=

100.00%

GENERAL FUND 01	ESTIMATED REVENUE	PRIOR MONTH YEAR TO DATE	RECEIPTS CURRENT MO	RECEIPTS YEAR TO DATE	PERCENTAGE RECEIVED
<b>TAXES</b>					
3011 Current Ad Valorem Taxes	\$2,046,343.00	\$1,741,507.42	\$284,340.27	\$2,025,847.69	99.0%
3012 Delinq Ad Valorem Taxes	\$0.00	\$8,408.72	\$1,615.90	\$10,024.62	
3013 Penalties & Interest	\$9,000.00	\$9,397.62	\$1,275.65	\$10,673.27	118.6%
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	\$1,759,437.72	\$287,231.82	\$2,046,669.54	99.6%
<b>LICENSES &amp; PERMITS</b>					
3111 Liquor License On Sale 06/30	\$49,500.00	\$28,210.00	\$19,250.00	\$47,460.00	95.9%
3112 Liquor Licenses Off Sale 06/30	\$1,600.00	\$2,013.38	\$0.00	\$2,013.38	125.8%
3113 Beer & Tavern Licenses 06/30	\$6,500.00	\$6,020.75	\$477.50	\$6,498.25	100.0%
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	\$304.00	\$304.00	202.7%
3117 Music Box-Misc Amusements	\$9,500.00	\$1,670.25	\$3,862.00	\$5,532.25	58.2%
3118 Food Handling Licenses	\$12,500.00	\$5,482.00	\$9,014.75	\$14,496.75	116.0%
3119 Gas Pump & Station Licenses	\$1,700.00	\$566.73	\$724.50	\$1,291.23	76.0%
3121 Bowling Alley Licenses	\$600.00	\$0.00	\$250.00	\$250.00	41.7%
3123 Cigarette Licenses	\$900.00	\$203.00	\$490.00	\$693.00	77.0%
3124 Misc Licenses	\$1,200.00	\$1,361.81	\$321.75	\$1,683.56	140.3%
3125 Billboard-Sign Hangers License	\$1,000.00	\$1,045.00	\$75.00	\$1,120.00	112.0%
3126 Plumbing-Gas Licenses & Cards	\$4,800.00	\$3,798.25	\$1,702.00	\$5,500.25	114.6%
3127 Sign Licenses 05/15	\$9,500.00	\$9,988.79	\$2,321.06	\$12,309.85	129.6%
3128 Tree Trim Licenses	\$600.00	\$453.75	\$165.00	\$618.75	103.1%
3150 Dog Licenses & Impound Fees	\$6,500.00	\$4,330.50	\$653.00	\$4,983.50	76.7%
3151 Building Permits	\$78,000.00	\$67,846.30	\$713.35	\$68,559.65	87.9%
3153 Plumbing Permits	\$13,000.00	\$16,475.50	\$101.00	\$16,576.50	127.5%
3154 Sewer Permits	\$800.00	\$927.50	\$52.50	\$980.00	122.5%
3155 Water Permits	\$900.00	\$1,056.00	\$52.50	\$1,108.50	123.2%
3157 Driveway Permits	\$700.00	\$988.00	\$0.00	\$988.00	141.1%
3158 Street Excavation Permits	\$1,000.00	\$1,030.00	\$918.50	\$1,948.50	194.9%
3159 Misc Permits	\$0.00	\$214.00	\$0.00	\$214.00	
3161 Gas Permits	\$7,000.00	\$5,133.25	\$313.00	\$5,446.25	77.8%
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	\$11,752.55	\$375.00	\$12,127.55	110.3%
3164 Sign Permits	\$2,800.00	\$2,656.30	\$143.00	\$2,799.30	100.0%
3165 Parking Permits	\$0.00	\$30.00	\$0.00	\$30.00	
3166 Restaurant Hoods	\$1,000.00	\$1,250.00	\$125.00	\$1,375.00	137.5%
Sub Total	\$228,250.00	\$179,510.36	\$42,404.41	\$221,914.77	97.2%

07-Feb-89

	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	\$815,480.50	\$1,630,961.00	100.0%
3351 State Aid Streets	\$26,325.00	\$8,285.40	\$2,632.50	\$10,917.90	41.5%
3352 Machinery Tax Replacements	\$0.00	\$0.00		\$0.00	
Sub Total	\$1,657,286.00	\$823,765.90	\$818,113.00	\$1,641,878.90	99.1%
OTHER SERVICES					
3500 Misc Receipts	\$3,000.00	\$2,831.15	\$539.32	\$3,370.47	112.3%
3501 NWSCC and CAC	\$2,000.00	\$16,463.64	\$248.65	\$16,712.29	835.6%
3503 Bicycle License	0	\$455.00	\$0.00	\$455.00	
3511 Spec Rezoning App Charge	\$3,500.00	\$4,801.50	\$75.00	\$4,876.50	139.3%
3512 Sale of Maps-Documents etc	\$200.00	\$205.48	\$29.30	\$234.78	117.4%
3513 Engineering & Clerical Fees	\$50,000.00	\$0.00	\$53,372.23	\$53,372.23	106.7%
3514 Weed Cutting Charges	\$1,500.00	\$592.50	\$55.00	\$647.50	43.2%
3515 Filing Fees	\$0.00	\$35.00	\$0.00	\$35.00	
3516 License Investigations	\$500.00	\$800.00	\$0.00	\$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	\$1,550.30	\$170.00	\$1,720.30	172.0%
3569 Special Assessment Searches	\$5,000.00	\$3,641.50	\$160.00	\$3,801.50	76.0%
3570 Sanitarian Costs & Reimburse	\$131,653.00	\$59,319.39	\$57,357.43	\$116,676.82	88.6%
3571 Confiscated Funds	\$0.00	\$0.00	\$0.00	\$0.00	
3580 Recreation Program Receipts	\$105,765.00	\$122,071.53	\$3,013.41	\$125,084.94	118.3%
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	\$11.00	\$80.00	\$91.00	
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	\$60,500.00	\$65,082.80	91.0%
3591 Insurance Refunds	\$0.00	\$19,984.00	\$34,173.00	\$54,157.00	
3592 Misc Land & Equip Sales	\$25,000.00	\$23,456.31	\$0.00	\$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	\$1,698.61	\$97.05	\$1,795.66	224.5%
3599 Interest Earned	\$160,000.00	\$0.00	\$0.00	\$0.00	0.0%
3610 Court Fines	\$225,000.00	\$174,314.28	\$42,193.40	\$216,507.68	96.2%
3611 Alarm Charges	\$0.00	\$2,950.00	\$1,702.00	\$4,652.00	
3612 Alarm Penalties	\$0.00	\$97.28	\$33.13	\$130.41	
3630 Forfeited Bail	\$0.00	\$4,180.00	\$370.00	\$4,550.00	
3772 Donations		\$1,627.50	(\$462.00)	\$1,165.50	
Previous Yr Fund Balance	\$850,000.00	\$850,000.00		\$850,000.00	
Sub Total	\$1,675,208.00	\$1,354,527.25	\$253,706.92	\$1,608,234.17	96.0%
TOTAL	\$5,616,087.00	\$1,929,693.14	\$1,401,456.15	\$5,518,697.38	98.3%

07-Feb-89

	FUND #83 THORSON SCHOOL	ESTIMATED REVENUE	PRIOR MONTH YEAR TO DATE	RECEIPTS CURRENT MO	RECEIPTS YEAR TO DATE	PERCENTAGE RECEIVED
3500	Miscellaneous Receipts	\$0.00	\$0.00		\$0.00	
3580	Recreation Program Receipts	\$23,060.00	\$19,037.15	\$2,204.75	\$21,241.90	92.1%
3582	Non-Budget Activities	\$0.00	\$0.00		\$0.00	
3590	Refunds & Reimbursements	\$0.00	\$39.55	\$25,000.00	\$25,039.55	
3770	Office Rental	\$46,149.30	\$21,093.37	(\$2,123.15)	\$18,970.22	41.1%
3771	Gym Rental	\$763.50	\$880.00		\$880.00	115.3%
3772	Donations		\$0.00		\$0.00	
	TOTAL	\$69,972.80	\$41,050.07	\$25,081.60	\$66,131.67	94.5%

FUND #81 UTILITY FUND

3500	Miscellaneous Receipts					
3599	Interest Earned	\$20,000.00				
3739	Misc Income-Water	\$2,500.00	\$2,568.94	\$674.76	\$3,243.70	129.7%
3740	Water Sales	\$790,000.00	\$859,866.48	\$54,168.68	\$914,035.16	115.7%
3741	Penalties Earned-Water	\$13,800.00	\$16,446.71	\$1,564.42	\$18,011.13	130.5%
3742	Sales of Meters-Horns	\$8,000.00	\$3,657.16	\$177.00	\$3,834.16	47.9%
3743	Joint Water Comm Reimb	\$10,000.00	\$17,163.41	\$3,719.98	\$20,883.39	208.8%
3744	Metro Waste Reimburse	\$5,500.00	\$5,516.05	\$0.00	\$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	\$841,669.13	\$85,051.80	\$926,720.93	91.8%
3761	Penalties Earned-Sewer	\$17,000.00	\$17,778.77	\$1,852.78	\$19,631.55	115.5%
	TOTAL	\$1,879,300.00	\$1,764,666.65	\$147,209.42	\$1,911,876.07	101.7%

FUND #82 STREET LIGHTING

3764	Street Lighting Revenue	\$102,560.00	\$86,099.19	\$8,106.07	\$94,205.26	91.9%
3765	Penalties Earned	\$2,000.00	\$1,831.58	\$187.44	\$2,019.02	101.0%
	TOTAL	\$104,560.00	\$87,930.77	\$8,293.51	\$96,224.28	92.0%



The Metropolitan Council invites you to its State of the Region 1989

# SHAPING CHANGE: PREPARING THE TWIN CITIES FOR THE 21st CENTURY



The Twin Cities Area faces immense changes and challenges in the decades to come—major population shifts, intensified economic competition, increased demand on resources for public services and facilities, a growing burden of public and corporate debt and the effects of technological advances, among others. How well the region meets these challenges depends largely on how well it positions itself to take advantage of long-range trends, anticipates problems that could prevent it from doing so and remains adaptable to unforeseen events. Because the future is shaped by what we do today, the task of preparing for the 21st century really begins now.

## Program

- 1 p.m. REGISTRATION  
2 WELCOME: Steve Keefe, chair, Metropolitan Council  
2-3 KEYNOTE ADDRESS: "Mastering Change," by Rosabeth Moss Kanter  
• Author of **The Change Masters: Innovation and Entrepreneurship in the American Corporation** and seven other books on organizational change  
• Board chair and cofounder of the business consulting firm Goodmeasure, Inc.  
• Professor at the Harvard Business School  
3-4 GENERAL SESSION  
3-3:30 "Emerging Political Issues," by Robert M. McCord  
• Executive director, Congressional Clearinghouse on the Future, a bipartisan legislative-service organization that provides members of Congress with information about economic, technological and political trends  
3:30-4 "Challenging Complacency: Change as an Ally," by Judith A. Pinke  
• Chair, Metropolitan Council's Metro Futures Task Force  
• Assistant commissioner, Minnesota Department of Administration  
• Former director, Metropolitan Council's Metro Systems Department  
4-4:15 BREAK  
4:15-5:30 CONCURRENT SESSIONS  
**Session 1:** Preparing Today for Tomorrow's Work Force  
Moderator: Earl Craig, Owner and principal, Earl Craig Co.  
Participants: John Brandt, Minnesota state senator, District 62  
Patricia A. McLagan, Chief executive, McLagan International, Inc.  
**Session 2:** Twin Cities Air Travel: A Strategy for the Future  
Moderator: Curt Johnson, Executive director, Citizens League  
Participants: Josephine Nunn, Metropolitan Council member  
Cochair, Airport Adequacy Study Task Force  
Richard Braun, Director, Center for Transportation Studies, University of Minnesota  
Alton J. Gasper, Chair, Transportation Advisory Board  
Benjamin Griggs, Vice president, Northwest Airlines  
5:30-6:30 SOCIAL HOUR  
6:30 DINNER  
7-7:20 AWARDS PRESENTATION: Regional Citizen of the Year and Donald D. Carroll Public Service Awards  
7:20-8 STATE OF THE REGION ADDRESS: "Keeping Options Open," by Steve Keefe



Robert M. McCord



Rosabeth Moss Kanter



Judith A. Pinke

## Registration Form

To register, please send this form and a check payable to "State of the Region" for \$30.00 by Feb. 15 to:

Donna Mattson  
Metropolitan Council  
Mears Park Centre  
230 E. Fifth St.  
St. Paul, Minnesota 55101  
Phone: 291-6500



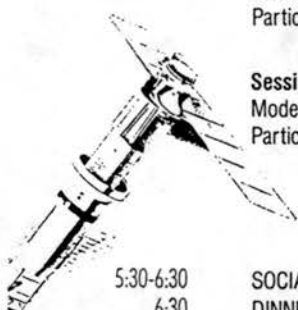
I plan to attend the State of the Region on Feb. 22, 1989.

Name: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

I wish to attend the following concurrent session (check one):

- ☐ Preparing Today for Tomorrow's Work Force  
☐ Twin Cities Air Travel: A Strategy for the Future

The registration fee covers the cost of the program, dinner and copies of reports distributed at the event. The fee is nonrefundable. Advance registration is required to attend the event.





HENNEPIN RECYCLING GROUP  
4141 Douglas Drive North  
Crystal, Minnesota 55422

January 9, 1989 Meeting  
3:00 p.m.

Crystal City Hall  
4141 Douglas Drive

CALL TO ORDER

The Hennepin Recycling Group Board of Directors meeting was called to order by Chairman Dulgar at 3:13 p.m.

ROLL CALL

Present: Chairman, Jerry Dulgar  
Director Gerald Splinter  
Director Dan Donahue

Also present were City of New Hope Administrative Assistant Jeannine Dunn, City of Crystal Recycling Coordinator Julie Jones, City of Brooklyn Center HRA Director Brad Hoffman, and HRG Administrator Tom Bublitz.

Also in attendance at the meeting were Jim Gencauski and Dale Henderson representing Waste Management, Inc. and Kevin Nordby and Ron Moening representing BFI Waste Systems.

APPROVAL OF  
MINUTES  
Item 3

Motion by Director Splinter, second by Director Donahue, to approve the December 15, 1988 minutes as submitted.

All present voted in favor.

CONSIDERATION  
OF AWARD OF  
CONTRACT FOR CURB-  
SIDE RECYCLING  
PROGRAM  
Item 4A

HRG Administrator Bublitz reviewed the final submittals from the vendors under consideration for the curbside recycling contract. He explained that in his opinion all the companies were qualified and capable contractors. He reported BFI was the low bidder in all areas in which price quotes were requested. He reviewed the price per CDU submitted by each contractor with BFI at \$1.12 per CDU per month, Waste Management, Inc. at \$1.23 per CDU per month and Super Cycle at \$1.47 per CDU per month.

He explained that the negotiations with BFI Waste Systems resulted in the greatest agreement on contract provisions proposed by the HRG. He explained he also contacted cities where BFI is currently operating recycling programs including the City of Blaine, Minnesota, Gainesville, Florida, and Franklin Lakes, New Jersey. He reported that all three cities were very satisfied with BFI's service.



The HRG Administrator recommended to the HRG Board that the staff be allowed to complete the final contract negotiations with BFI for the award of the contract for curbside recycling. He explained the major item yet to be resolved in the contract is the termination provision. The HRG Administrator proceeded to review the proposed termination provision as stated in the contract.

Director Splinter stated that he preferred the original language which comprehended a 90-day termination provision. He explained that he preferred this language in case the program simply was not workable.

The HRG Administrator pointed out a similar concern on the part of the contractors where a situation may occur that markets for recyclables go into a negative position. In this case he pointed out the program as contemplated in the contract would not work for the contractor and as a result they would request a renegotiation of the contract.

Director Splinter inquired why the current CDU price of \$1.12 per household is higher than the original quote of \$.81 per household in the original RFP submitted by BFI. Mr. Kevin Nordby of BFI Waste Systems explained that the original quote specified that the HRG was to receive revenues from the recyclables.

HRG Administrator Bublitz noted that the price for carryout service at \$1.84 per month includes the CDU price and is not in addition to the CDU price.

Director Splinter stated that he would like to see the CDU prices stated in the cost escalation provision in the contract.

HRA Administrator Brad Hoffman expressed a concern over a situation where changes in Federal, State, or County laws could result in making the existing program for recycling unworkable. He suggested a provision for terminating the contract if changes in Federal, State, or County law have significant effects on the HRG's ability to comply with the laws under the contract provisions. Additionally, he suggested a termination provision based on the HRG not meeting the percentage mandates for recyclables as required by the Metropolitan Council and Hennepin County. The Board discussed Mr. Hoffman's recommendation and agreed that this would be an important feature to include in the final contract.

MOTION

Motion by Director Splinter, second by Director Donahue, to authorize staff to prepare the final contract for curbside recycling with BFI Waste Systems and to include revised language on termination and options for renegotiation.

In discussion of the motion, Director Splinter inquired of Corrine Heine, legal counsel for the HRG, whether or not the lawsuit with BFI presents a problem with regard to entering into a contract for curbside recycling. Ms. Heine explained that the lawsuit is a separate matter and does not present a problem with regard to contracting for recycling services.

Director Donahue inquired of staff as to their recommendation for the billing for recycling services. He inquired whether their recommendation would be to have the contractor do the billing as per their quote or to have the cities do the billing.

HRG Administrator Bublitz stated that he would like to discuss the quote submitted by BFI Waste Systems with the Finance Officers of the three cities and to do a comparison of the costs of billing before staff would make a recommendation.

Mr. Kevin Nordby explained that BFI's quote to do the billing for recycling services was also based on the cities' handling of any delinquencies.

Ms. Heine also explained that in order for the contractor to do the billing, the billing must be in the name of the HRG so that if special assessments need to take place it is the municipality's debt.

Chairman Dulgar inquired as to the term of the contract. The HRG Administrator explained that the contemplated term was five years.

Upon a vote being taken on the motion, all present voted in favor.

PROMOTIONAL  
MATERIAL FOR CURB-  
SIDE RECYCLING  
PROGRAM  
Item 4B

HRG Administrator Bublitz reviewed a draft of a brochure prepared by staff which would be mailed or delivered to residents participating in the recycling program.

Director Splinter inquired as to whether or not the Board was still interested in developing a over-all theme for the program. The general consensus was that the Board should proceed with the consideration of the issue of an over-all theme and

to find out if the HRG cities could use the character of Rocky the Resourceful Rabbit developed by the City of St. Louis Park. Director Donahue suggested that the HRG could offer to pay for the use of the rabbit character since it is copyrighted by the City of St. Louis Park.

HRG Administrator Bublitz stated that he would report back at the next meeting as to whether or not the City of St. Louis Park would be willing to allow the HRG cities to use the rabbit in their promotional information.

RECYCLING  
CONTAINER  
SPECIFICATIONS  
Item 5A

HRG Administrator Bublitz stated that he had prepared a set of specifications for containers for the curbside recycling program and was prepared to review them with the Board today.

Chairman Dulgar inquired how the specifications were developed. The HRG Administrator explained that the specs were a combination of the specifications recommended by Hennepin County and also various specifications used by other cities in the metropolitan area.

In response to a question from Director Splinter, the HRG Administrator explained that the container size is designed to hold three grocery bags full of recyclable material. He further explained that with weekly collection the cities can expect to obtain an average of between fifteen and twenty pounds of recyclables per week per household.

HRG Administrator Bublitz requested that the staff be allowed to solicit and accept bids on the recycling containers and that the Board approve the specifications for recycling containers.

MOTION

Motion by Director Splinter, second by Director Donahue, to approve the container specifications submitted by staff and to authorize the solicitation and acceptance of bids for recycling containers.

All present voted in favor.

1989 HRG MEETING  
SCHEDULE  
Item 5B

The HRG Administrator presented the proposed meeting schedule for 1989 for the HRG Board.

MOTION

Motion by Director Splinter, second by Director Donahue to approve the 1989 HRG Meeting Schedule as submitted.

All present voted in favor.

OTHER BUSINESS  
Item 6

The staff informed the HRG Board that Lucille Butler of the New Hope city staff was spending approximately 10 hours a week on HRG business and that staff feels that it is appropriate to bill the HRG for the time she spends on HRG matters.

It was the general consensus of the Board that the City of New Hope should be reimbursed for the services and that the City of New Hope should submit a formal bill to the HRG for these costs.

Director Donahue brought up the issue of licensing of recycling and refuse vehicles and indicated that ordinance amendments would need to be made to allow vehicles to be licensed with a single license recognized in all three cities. He directed the staff to prepare the necessary ordinance amendments to accomplish this procedure.

ADJOURNMENT  
Item 7

Motion by Director Donahue, second by Director Splinter, to adjourn the meeting.

All present voted in favor. The HRG meeting adjourned at 4:09 p.m.

( Respectfully submitted,

Tom Bublitz  
HRG Administrator



**If you wish to speak at the City Council meeting  
please put your name and address below:**

[illegible]