

Crystal (Minn.).
City Council Minutes and Agenda Packets.

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Darline

Staff

P_ Dulgar

Olson

COUNCIL AGENDA

June 19, 1990

Pursuant to due call and notice thereof, the Regular meeting of the Crystal City Council was held on June 19, 1990, 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

Carlson

Moravec

Irving	P Kennedy Carrine Heine
	$\underline{\mathcal{P}}$ Monk
Herbes	P Barber
	George
	Le Jones
The Mayor led the Council and th to the Flag.	e audience in the Pledge of Allegiance
The Mayor recognized a donation of from the Crystal Lion's Club to he compressor for the self-contained	f \$3,000 to the Crystal Fire Department elp off-set the cost of a breathing air breathing apparatus.
 The City Council considered meeting of June 5, 1990. 	the minutes of the Regular City Council
Moved by Councilmember M (approve) (approve, making the	and seconded by Councilmember to he following exceptions:
to) the minutes of the Regula	ar City Council meeting of June 5,
	Motion Carried.

CONSENT AGENDA

- Consideration of a request for a permit to have a parade on Sunday, July 29, 1990 at 1 p.m., using the same route as in 1989 (West Broadway, turning on Bass Lake Road) and a license to operate a carnival at Becker Park with waiver of the fee on July 27, 28, and 29, 1990, as requested by the Crystal Frolics Committee.
- Consideration of a request to operate a 3.2 beer stand at Becker Park on July 4, 1990, with waiver of the fee, as requested by Crystal Lions Club.
- 3. Consideration of a request from Paster Enterprises to extend the variance time for proposed signage granted to the Crystal Shopping Center Associates by the Crystal City Council on October 17, 1989 for 1 year.
- Set 7:00 p.m. or as soon thereafter as the matter may be heard, July 3, 1990, for a public hearing to consider vacation of an easement at 5200 Douglas Drive.

Moved by Councilmember $\underline{\mathcal{I}}$	and seconded by Councilmember L t
approve the Consent Agenda.	
	Motion Carried.

REGULAR AGENDA

 The City Council considered award of bid for a new articulated four wheel drive loader for the Parks Department.

Moved by Councilmember and seconded by Councilmember adopt the following resolution, the reading of which was dispensionally unanimous consent:	_ to sed
RESOLUTION NO. 90-36 RESOLUTION AWARDING A CONTRACT to Tri-State B	obcal
By roll call and voting aye: All,,,; absent, no voting:,,,,; absent, no woting:,,,,,; absent, no woting:,,,	

2.	The City full-size	Council loader	considered	award	of	bid	for	Street	Department's

Moved by Councilmember and seconded by Councilmember to adopt the following resolution, the reading of which was dispensed with by unanimous consent:
RESOLUTION NO. 90-37
RESOLUTION AWARDING A CONTRACT to Case Power Equipment
RESOLUTION NO. 90-37 RESOLUTION AWARDING A CONTRACT to Case Power and figurement for the last former and former former former. By roll call and voting age: All,,,; absent, not voting:,,; absent, not The City Council considered award of bid for the 1990 Seal Coat
Motion carried, resolution declared adopted.
The City Council considered award of bid for the 1990 Seal Coat Program.
Moved by Councilmember $\underline{\mathcal{C}}$ and seconded by Councilmember $\underline{\mathcal{I}}$ to adopt the following resolution, the reading of which was dispensed with by unanimous consent:
RESOLUTION NO. 90-38
RESOLUTION NO. 90-38 RESOLUTION AWARDING A CONTRACT FOR SEAL COAT IMPROVEMENT NO. 90-1 to Technologies Carps By roll call and voting age: All,
By roll call and voting age: All,,; voting no:,,; absent, not

4. The City Council considered a request by Brunswick United Methodist Church, 6122 - 42nd Avenue North, for extension of time on the temporary banner permit which was issued by the City Council on June 5, 1990. Save Snyder, Chaviman of the Board of Trusties for Brunswick United Methodist Church appeared and was heard.

Moved by Councilmember ____ and seconded by Councilmember ____ to (approve) (deny) (continue until _____ the discussion of) extension of time on the temporary banner permit for Brunswick United Methodist Church, 6122 - 42nd Avenue North, extension of time being from October 6, 1990 through October 27, purmit permit permit

5. The City Council considered site improvement requirements at 5241 Hanson Court (Beaver Machine).

I/M to remove this item from the table. Motion carried.

Moved by Councilmember ______ and seconded by Councilmember ______ to (approve) (deny) (continue until _______ the discussion of) modification of site improvement agreement at 5241 Hanson Court (Beaver Machine) to include signage on the front of the building identifying the looding zone and prohibiting parking. Motion Carried.

The City Council considered Variance Application #90-21 regarding a home occupation (Chiropractor) at 3411 Winnetka Avenue North. These appearing and heard were:

Doctor abel, applicant Diane Schippen, 3425 Winnetka au. No.

The Duilding Inspector informed the Council that the City altorneys Office advised that a variance could not be granted on a use, and that the request regarding a home occupation at 3411 Winnetka auc. no. would regime an ordinance change.

Moved by Councilmember ______ and seconded by Councilmember ______ (approve) (deny)as recommended by and based on the findings of fact of the Planning Commission) (continue until the discussion of) a variance to the permitted home occupation criteria in R-1 (Single-family Residential) District regarding employing a person (relative) not living on premises, generating more traffic than one car, special equipment and more than one room devoted to home occupation for a Chiropractor's office at 3411 Winnetka Avenue North, as requested in Application #90-21. Motion Carried.

the ordinance change necessary to accomplish the request for a home occupation (cheropractor) at 3411 Winnetka UM. north (Variance application #90-21), as requested by Leonard abel. yes: m, I, G, L, J, H No: C

motion Carried

7. The City Council considered Applications #90-23 and #90-24 requesting rezoning from R-1 (Single-family Residential) District to R-2 (Single and Two Family Residential) District, and requesting a variance to lot width at 2711 Vera Cruz Avenue North. (5 votes needed for approval of rezoning) albert Blazevic of Cattonwood Construction appeared and was heard.

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

ORDINANCE NO. 90
AN ORDINANCE RELATING TO ZONING:
CHANGING THE USE CLASSIFICATION
OF CERTAIN LANDS

and further, that the second and final reading be held on July 3, 1990.

Motion carried.

discussion of) rezoning property from R-1 (Single-family Residential) District to R-2 (Single and Two Family Residential) District at 2711 Vera Cruz Avenue North.

Carlson about from room when note Motion Carried.

B. Moved by Councilmember and seconded by Councilmember to (approve) (deny) (continue until the discussion of) Variance Application #90-24 to vary 10' of the required 100' lot width at 2711 Vera Cruz Avenue North.

Motion Carried.

Motion Carried.

Motion Carried.

Moved by Councilmember ____ and seconded by Councilmember ____ to (deny as recommended by and based on the findings of fact of the

Planning Commission) (continue until

В.

8. The City Council considered Applications #90-25, 90-26, and 90-27 requesting rezoning from R-1 (Single-family Residential) District to R-2 (Single and Two Family Residential) District, variance to lot width, and variance to total lot size at 2721 Vera Cruz Avenue North. (5 votes needed for approval of rezoning)

f								
Move	by Coun	cilmember	a	nd second	ded by	Councilme	ember	_ to
adopt	the fol	lowing or	dinance:					1
/								
		1	ORDINANO	CE NO. 90	- ~			
				LATING TO				
		CHANGIN		SE CLASSI		N		
		1	OF CERT	AIN LAND	S			
and i	further,	that the	second a	nd final	reading	be held	d on July	3,
1990								
					1	Motion Ca	erried.	
Plan	ning Comm	ission) (y and bas continue	sed on th until	ne find:	ings of f	ember <u>G</u> fact of th the	īe co
discu	ussion of) rezonin	g proper	ty from	R-1 (S:	ingle-far	ailv	
Resid	dential)	District 1721 Vera	to R-2 (Single ar	nd Two I	Family Re	esidential	L)
						Motion Ca	rried.	
					_			
Moved	by Coun	cilmember	a	nd second	ded by	Councilme	ember	to
(appr	cove) (de	ny) (cont.	inue unt	il /		1	the	- 1
discu	ussion\of) a varia	nce of 1	o' of the	requir	red 100'	lot width	and
890 5	sa. ft. o	f the 12	500 ea	ft at a	721 Wars	Crus Ar	Tomica Nont	-14
as re	equested	in Varian	ce Appli	cation #	0-26 ar	nd #90-27	/. <i>U</i>	
no	1 2 2	1. t.	6. 10-	1110	_ I	Motion Ca	rried.	
1.40	action	was rai	ren on	varian	ere in	1 1.	0.1 +0	
					ar i	o denea	erried.	rezone
	Total 1						1	

The City Council considered Application #90-28 requesting a 2' variance in the required 5' side yard setback at 5530 Quail Avenue. variance in the required 5' side yard setback at 5530 Quail Avenue North to build an addition to the attached garage on the existing

> Moved by Councilmember ____ and seconded by Councilmember ____ to approve as recommended by and based on the findings of fact of the Planning Commission) (deny) (continue until the discussion of) authorization to grant a variance of 2' in the required 5' side yard setback to build a 7' x 22' addition to the attached garage on the existing house at 5530 Quail Avenue North as requested in Variance Application #90-28. Motion Carried.

The City Council considered Application #90-29 requesting a 10. variance of 14' to the side street side yard at 4501 Maryland Avenue North to build a deck.

> Moved by Councilmember ____ and seconded by Councilmember ____ to (approve as recommended by and based on the findings of fact of the Planning Commission) (deny) (continue until the discussion of) the authorization pursuant to Section 515.55 of the Crystal City Code to vary or modify the strict application of Section 515.13, Subd. 3 2) ii) to grant a variance of 14' in the required 25' side street side yard setback to build a 10' x 16' deck on the existing house at 4501 Maryland Avenue North, as requested in Application #90-29.

Motion Carried 9. Ed Thonander of the Crystal Fralies Committee appeared to request that Item #1 on the Consent agenda (herice to aperate a carnival at Becker Park) be amended to include Thursday, July 26,1990.

I/C to apprave a hierre to operate a carnival at Becker Park with waver of fee on July 26,1990 to close at 11 p. M and on July 27, 28 and 29, 1990, to close at 12 p. M. Mation Carried. The City Council considered Application #90-30 requesting a variance to the front yard setback for a detached garage at 5413 Xenia Avenue North.

Moved by Councilmember ____ and seconded by Councilmember ____ to (approve as recommended by and based on the findings of fact of the Planning Commission) (deny) (continue until the discussion of) the authorization pursuant to Section 515.55 of the Crystal City Code to vary or modify the strict application of Section 515.07, Subd. 5 c) 1) to grant a variance of 9' in the required 75' front yard setback to build a 24' x 26' detached garage at 5413 Xenia Avenue North, as requested in Application #90-30.

Motion Carried.

The City Council considered the second reading of an ordinance to rezone property at 5257 Hanson Court from B-3 (Auto-Oriented Commercial) to I-2 (Heavy Industrial).

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

ORDINANCE NO. 90-14

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

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

Motion Carried.

The City Council considered the amended and revised bylaws of the Crystal Firefighters Relief Association, effective January 1990.

Moved by Councilmember _____ and seconded by Councilmember ____ to (approve as presented by the Crystal Firefighters Relief Association) (deny) (continue until _____ the discussion of) the amended and revised bylaws of the Crystal Firefighters Relief Association, effective January 1990.

Motion Carried.

The City Council discussed an amendment to the Crystal City Code regarding licensing of rental property.

- pued public heaving second mtg. in July.

- fer schidule

- who would inspect + when

- salary

The City Council considered a contract with Rieke, Carroll, Muller Associates, Inc. (RCM) for Consulting Engineer Services on the 36th Avenue Project.

Moved by Councilmember _____ and seconded by Councilmember ____ to (approve as recommended by the City Engineer) (deny) (continue until _____ the discussion of) an agreement with Rieke, Carroll, Muller Associates, Inc. (RCM) to provide Consulting Engineer Services on the proposed 36th Avenue North Reconstruction Project, and further, that the Mayar and City Manager he authorized to sign such agreement.

Motion Carried.

The City Council discussed membership on Legislative Policy Committees for the Association of Metropolitan Municipalities.

The City Council considered change in dates of solicitation for a solicitor's permit for Minnesota Association of Community Organizations for Reform Now (ACORN) approved by the City Council on April 17, 1990.

Moved by Councilmember ____ and seconded by Councilmember ____ to (approve) (deny) (continue until _____ the discussion of) approval of solicitation in the City of Crystal by Minnesota Association of Community Organizations for Reform Now (ACORN) from June 25, 1990 through July 31, 1990, in lieu of May 1, 1990 to May 31, 1990.

Motion Carried.

The City Council considered the resignation of James R. Ryan, 8008 - 33rd Avenue North, from the Crystal Charter Commission.

> Moved by Councilmember ___ and seconded by Councilmember __ to (accept) (deny) (continue until the discussion of) the resignation of James R. Ryan, 8008 - 33rd Avenue North, from the Crystal Charter Commission, and further, to direct staff to forward a list of potential Charter Commission appointees to the District Judge for appointment of a new member to fill the vacancy of Mr. Ryan.

Motion Carried.

Motion Carried.

20 -19. The City Council considered a request from the Crystal Lions Club to close Bass Lake Road adjacent to Becker Park on July 4, 1990 for a fireworks display to be held from 9:30 to 10:30 p.m.

Moved by Councilmember __ and seconded by Councilmember __ to (approve) (deny) (continue until discussion of) closing of Bass Lake Road adjacent to Becker Park on July 4, 1990 for a fireworks display as requested by the Crystal Lions, pending Hennepin County approval.

Job J/C. to reconsider the second reading of an audinance of at 6918

56 th auc. No. from B-3 (auto-Oriented Commercial) District to B-4 (Community Commercial) District
as requested by Semper Holdings Inc. Mation Caured

J/C to adapt the following ordenance:

Ordinance No. 90-15

an Ordinance Relating to Zoning:

Changing the Use Classification

of Certain Lands

and further, that this he the second and final reading. Recess 8:55 p.m

Reconvened 9102 pm.

INFORMAL DISCUSSION AND ANNOUNCEMENTS

The Consensus of the City Council was to Continue action on the second reading of the rezoning ordenance for 6918 - 56th aux No. until the variance for parking which was acted on at the May 1, 1990 City Council meeting was reconsidered.

C/L to reconsider the variance for forking requirements at 6918 - 56th accence north and to change the variance for farking from 27 off-street parking spaces to 16 off-street parking spaces (Variance application #90-8) based on comments regarding Council Motion Carried action on May 1, 1990.

upon continuance of the second reading of ordenance to rezone praperty at 6918-56 the aus. M. from B-3(vite B-4(view), the vote was unanimous for approval.

The City Council considered the preliminary and final plat of Fish addition which is a replat of 6918 and 6424-56 the also. No.

I/L to adopt the following resolution, etc. Resolution no. 90 39

Rall Call: all ayes. Metion approving Plat

metion carried, resolution declared adapted.

Informal Discussion

C.M Grimes - Reminder of TIF Workshap - deadline for Registration 6-27-90. City Engr. - Reminder of Don Smith, asst. City Engr's, retirement.

C.M. Morauce - Reminden of Somestic Clause forcem to be held at St. Joseph's Parish Community.

C.M. Marauc - ask styl about lewest methods of recycling polystyrene - (Julie)

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

Motion Carried.

Moved by Councilmember \bot and seconded by Councilmember \bot to adjourn the meeting.

Meeting adjourned at 9:15 g. m

ON-SALE LIQUOR (\$5,500)

Rostamo's, Inc., 6014 Lakeland Avenue North
Steven Weisman Industries, Inc. dba Steve O's, 4900 W. Broadway
Doyle's Bowling & Lounge, Inc., 5000 W. Broadway
The Nicklow Corporation dba Nicklow's, 3516 Lilac Drive
Palace Inn Pizza, 5607 West BRoadway
Dorian Enterprises, Inc., dba The Iron Horse, 5630 Lakeland Ave.
Sellman Enterprises, Inc., dba Chalet Bowl, 3520 Lilac Drive
L.J.D., Inc. dba Paddock Bar & Lounge, 5540 Lakeland Ave. N.
The Ground Round, Inc., 6830 Bass Lake Road
Burlings Tally Ho, 5216 West Broadway

SUNDAY LIQUOR ON-SALE (\$200)

VFW Post #494, 5222 - 56th Ave. N.
Chalet Bowl, 3520 Lilac Drive
The Iron Horse, 5630 Lakeland Ave.
Burlings Tally Ho Restaurant, 5216 West Broadway
Palace Inn Pizza, Inc., 5607 West Broadway
Rostamo's, Inc., 6014 Lakeland Ave. N.
Nicklow's, 3516 Lilac Drive
Doyle's Bowling & Lounge, 5000 West Broadway
Steve O's, 4900 West Broadway
The Ground Round, 6830 - 56th Avenue North
Mpls./Crystal Elks Lodge #44, 5410 Lakeland Avenue North

CLUB ON-SALE (\$110)

Charles R. Knaeble Post #494, 5222 - 56th Avenue North Mpls./Crystal Elks Lodge #44, 5410 Lakeland Avenue North

3.2 BEER ON-SALE BONA FIDE CLUB (\$66)

Knights of Columbus, 4947 West Broadway

CLUB - CONSUME & DISPLAY (\$300)

Knights of Columbus, 4947 West Broadway (private) Knights of Columbus, 4947 West Broadway (public)

TAVERN (\$522.50)

The Iron Horse, 5600 Lakeland Ave. No.
Burlings Tally Ho, 5216 West Broadway
Chalet Bowl, 3520 Lilac Drive
Nicklow's, 3516 Lilac Drive
Rostamo's, 6014 Lakeland Ave. No.
Paddock Bar, 5540 Lakeland Ave. No.
Palace Inn Pizza, 5607 West Broadway
Doyle's Bowling & Lounge, 5000 West Broadway

TAVERN (continued)

The Ground Round, 6830 - 56th Avenue North
Steve O's, 4900 West Broadway
Godfather's Pizza, 99 Willow Bend
Myslicki Enterprises, Inc. dba "Ciao" Bella's, 2732 Douglas Drive

GAS FITTER'S LICENSE - \$30.25

Erickson Heating & Air Conditioning, Inc., 440 Pierce St., Anoka, MN 55303

Cool Air Mechanica. 1441 Rice Street, St. Paul, MN 55117 Rapid Heating, 5514 34th Ave. N., Crystal, MN 55422

PLUMBER'S LICENSE - \$30.25

Erickson Heating & Air Conditioning, Inc., 440 Pierce St., Anoka, MN 55303

SIGN HANGER'S LICENSE - \$66.00 Renewals

Ad Aid Sign, 3396 Library Lane, St. Louis Park, MN 55426 Graphic House, Inc., 9204 Packer Drive N., Wausau, WI 54401

REFUSE HAULERS (\$50.00 Co. Lic + \$25.00 ea. vehicle

A & E Rubbish, Minnetonka, MN
BFI Recycling Trucks, Eden Prairie, MN
Midwest Grease Buyers, Redwood Falls, MN
Twin City Sanitation, Vadnais Heights, MN
Baldy Sanitation, Maple Plain, MN

FOOD ESTABLISHMENT - Itinerant (Exempt)

St. Raphael's Festival, August 3 - 5, 1990 (9) 7300 56th Ave. N.

VENDING - Bulk (\$27.50)

D & B Vending, Richfield, MN

AUCTIONEER - \$18.25/day

Grafe Auction Company, one day auction at Country Club Market, 5319 - 36th Ave. N., June 26, 1990

FOOD ESTABLISHMENT - Itinerant (exempt)

Crystal Frolics Committee for Queen, Becker Park, July 4, 1990 One Day only.

Crystal Women of Today for Crystal Frolics, July 27-29, 1990. at Becker Park (wagon).

Included with packet for June 19, 1990 Agenda:

Memo from Fire Chief dated 6-13-90 re: donation to Fire Dept. from Crystal Lions in amount of \$3,000.

Minutes of the June 5, 1990 Council mtg.

Planning Comm. minutes of June 11, 1990 meeting.

Letter from Crystal Folics Committee dated 6-13-90 re: parade and carnival.

Application for license for carnival for Frolics.

Application for license for 3.2 beer stand for Crystal Lions at Becker Park on July 4, 1990.

Memo from Bldg. Inspector dated 6-15-90 re: Crystal Shopping Center sign.

Memo from Park & Rec. Director dated 6-14-90 re: Bids for new 4-wheel drive loader.

Memo from Asst. City Engr. dated 6-7-90 re: bids for 4-wheel drive loader.

Memo from Asst. City Engr. dated 6-12-90 re: Seal Coat Improvement No. 90-1.

Memo from Bldg. Inspector dated 6-15-90 re: waiver of fee for temporary banner at Brunswick United Methodist Church (extension of permit period).

Memo from City Engr. dated 5-9-90 re: Site Improvements at 5241 Hanson Court.

Memo from Bldg. Inspector dated 6-14-90 re: variance 3411 Winnetka.

Memo from Bldg. Inspector dated 6-14-90 re: rezoning & variance at 2711 Vera Cruz Ave. N.

Memo from Bldg. Inspector dated 6-14-90 re: rezoning and variances at 2721 Vera Cruz Ave. N.

Memo from Bldg. Inspector dated 6-14-90 re: variance at 5530 Quail Ave. N.

Memo from Bldg. Inspector dated 6-14-90 re: variance at 4501 Maryland Ave. N.

Memo from Bldg. Inspector dated 6-14-90 re: variance at 5413 Xenia Avenue N.

Ordinance relating to zoning - 5257 Hanson Court.

Letter from Crystal Firefighters RElief Assoc.

dated 6-11-90 re: bylaw changes; excerpt from the 8-16-88 minutes re: bylaws.

Memo from Asst. City Mgr./ Comm. Dev. Director dated 6-14-90 re: Housing Maintenance Code.

Memo from City Engr. dated 6-13-90 re: Agreement for Engrg. Services for 36th Ave. No. project.

AMM Bulletin dated 5-30-90 re: AMM Legislative Policy Committees.

Memo from City Clerk dated 6-14-90 re: Solicitor's Permit for ACORN.

Memo from City Clerk dated 6-14-90 re: Charter Commission.

Letter from Crystal Lions re: closing Bass Lake Rd. for fireworks on July 4.

On-Sale liquor license applications.

Minutes of the May 8, 1990 mtg. of the EDA Advisory Commission.

Minutes of the Park & Rec. Advisory Commission meeting of May 1990.

Crystal Park & Rec. Dept. monthly report for May. MTC letter dated 6-8-90 re: Route 55 buses.

Parline Memorandum DATE: June 15, 1990 TO: Mayor and Council John Olson, Assistant City Manager/Community FROM: Development Director SUBJECT: Preliminary Agenda for the June 19, 1990 Council Meeting I hope those of you who went to Duluth had a good time and enjoyed the conference. The agenda for next week Council meeting is attached and I will comment only on a few items. Regular Agenda: Item #1: As you will note by the memo from the Park and Recreation Department they received only one bid. Please review that memo so that you are certain you wish to award the bid based upon their explanation. Item #4: At the last meeting you allowed the temporary portable signs for Brunswick United to be up for three weeks. They still wish to have the additional two weeks and will be coming in to explain their reasoning. Items #6 - 11: These Planning Commission items should be fully explained in the Planning Commission minutes which you have received in the packet. Bill Barber and I will be at the meeting to discuss these items with you and perhaps give some background as to the Planning Commission's reasons for their actions. Item #14: This is a discussion of the Housing Maintenance Code as presented to the City Council by the Planning Commission. ordinance, the memo from the Environmental Quality Commission, and the minutes of the Planning Commission from the May 14 meeting are included in the packet for your review. The Planning Commission changed their friendly amendment slightly and those changes are reflected in the copy of the June 11 minutes, also included in the packet. Item #16: This is just for your information so that Council members are aware of the possibility of becoming members of AMM Committees. I hope you have a pleasant weekend and look forward to Tuesday night's meeting. John Olson J0/kg

COUNCIL AGENDA - SUMMARY

COUNCIL MEETING OF June 19, 1990

Call to order

Roll call

Pledge of Allegiance to the Flag

Recognition of donation of \$3,000 from Crystal Lion's Club to the Crystal Fire Department to help off-set the cost of a breathing air compressor for the self-contained breathing apparatus.

Approval of the minutes of the regular meeting of June 5, 1990.

Consent Agenda

- 1. Consideration of a request for a permit to have a parade on Sunday, July 29, 1990 at 1 p.m. using the same route as in 1989 (West Broadway, turning on Bass Lake Road) ** as requested by the Crystal Frolics by the Crystal Frolics Committee. ** and a ficence to apprete a Carminal at becker Park with wanter of the fee on July 27, 28 and 29, 1990
- Consideration of a request to operate a 3.2 beer stand at Becker Park on July 4, 1990, with waiver of the fee, as requested by Crystal Lions Club.
- 3. Consideration of a request from Paster Enterprises to extend the variance time for proposed signage granted to the Crystal Shopping Center Associates by the Crystal City Council on October 17, 1989.
- 4. Set 7:00 p.m. or as soon thereafter as the matter may be heard, July 3, 1990, for a public hearing to consider vacation of an easement at 5200 Douglas Drive.

Regular Agenda Items

- Consideration of a bid for a new articulated four wheel drive loader for Parks Department.
- Consideration of awarding of a bid for Street Department full-size loader.
- Consideration of awarding of a bid for 1990 Sealcoat Program.
- 4. Consideration of a request by Brunswick United Methodist Church, 6122 42nd Avenue North, for additional time for the banner to be up. Council has already allowed three weeks. (September 29 thru October 27.)

Consider Site Improvement requirements at 5241 Hanson Court - Beaver Machine. 6. Consideration of Variance Application #90-21 regarding a home occupation at 3,411 Winnetka Avenue North. (dumpracter) Consideration of Applications #90-23 and #90-24 requesting rezoning from R-1 to R-2 and requesting a variance to lot width at 2711 Vera Cruz Avenue North. Consideration of Applications #90-25, 90-26, and 90-27 requesting rezoning from R-1 to R-2, variance to lot width, and variance to total lot size at 2721 Vera Cruz Avenue North. Consideration of Application #90-28 requesting a 2' variance to the required 5' side yard setback at 5530 Quail Avenue North. / 10. Consideration of Application #90-29 requesting a variance of 14' to side street side yard at 4501 Maryland Avenue North. 11. Consideration of Application #90-30 requesting a variance to the front yard setback for a detached garage for 5413 Xenia Avenue North. Consideration of the second reading of an ordinance to rezone 5257 Hanson Court from B-3 to I-2. 13. Consideration of the amended and revised bylaws of the Crystal Firefighters Relief Association, effective January 1990. Discussion of an amendment to City Code regarding 14. licensing of rental property. Consideration of contract with RCM for Consulting 15. Engineer Services on 36th Avenue Project. J 16. Discussion of membership on Legislative Policy Committees for the Association of Metropolitan Municipalities. (Deadline for application is June 21, 1990.) Consideration of a change in dates of solicitation for a solicitor's permit for MN ACORN (Association of Community Organizations for Reform Now) approved by the City Council on April 17, 1990. (Approved to solicit May 1 thru May 31, 1990).

18. Consideration of resignation of James R. Ryan from the Crystal Charter Commission.

Open Forum

Informal Discussion and Announcements

Licenses

Adjournment

ON-SALE LIQUOR (\$5,500)

Rostamo's, Inc., 6014 Lakeland Avenue North
Steven Weisman Industries, Inc. dba Steve O's, 4900 W. Broadway
Doyle's Bowling & Lounge, Inc., 5000 W. Broadway
The Nicklow Corporation dba Nicklow's, 3516 Lilac Drive
Palace Inn Pizza, 5607 West BRoadway
Dorian Enterprises, Inc., dba The Iron Horse, 5630 Lakeland Ave.
Sellman Enterprises, Inc., dba Chalet Bowl, 3520 Lilac Drive
L.J.D., Inc. dba Paddock Bar & Lounge, 5540 Lakeland Ave. N.
The Ground Round, Inc., 6830 Bass Lake Road
Burlings Tally Ho, 5216 West Broadway

SUNDAY LIQUOR ON-SALE (\$200)

VFW Post #494, 5222 - 56th Ave. N.
Chalet Bowl, 3520 Lilac Drive
The Iron Horse, 5630 Lakeland Ave.
Burlings Tally Ho Restaurant, 5216 West Broadway
Palace Inn Pizza, Inc., 5607 West Broadway
Rostamo's, Inc., 6014 Lakeland Ave. N.
Nicklow's, 3516 Lilac Drive
Doyle's Bowling & Lounge, 5000 West Broadway
Steve O's, 4900 West Broadway
The Ground Round, 6830 - 56th Avenue North
Mpls./Crystal Elks Lodge #44, 5410 Lakeland Avenue North

CLUB ON-SALE (\$110)

Charles R. Knaeble Post #494, 5222 - 56th Avenue North Mpls./Crystal Elks Lodge #44, 5410 Lakeland Avenue North

3.2 BEER ON-SALE BONA FIDE CLUB (\$66)

Knights of Columbus, 4947 West Broadway

CLUB - CONSUME & DISPLAY (\$300)

Knights of Columbus, 4947 West Broadway (private) Knights of Columbus, 4947 West Broadway (public)

TAVERN (\$522.50)

The Iron Horse, 5600 Lakeland Ave. No. Burlings Tally Ho, 5216 West Broadway Chalet Bowl, 3520 Lilac Drive Nicklow's, 3516 Lilac Drive Rostamo's, 6014 Lakeland Ave. No. Paddock Bar, 5540 Lakeland Ave. No. Palace Inn Pizza, 5607 West Broadway Doyle's Bowling & Lounge, 5000 West Broadway

TAVERN (continued)

The Ground Round, 6830 - 56th Avenue North
Steve O's, 4900 West Broadway
Godfather's Pizza, 99 Willow Bend
Myslicki Enterprises, Inc. dba "Ciao" Bella's, 2732 Douglas Drive

GAS FITTER'S LICENSE - \$30.25

Erickson Heating & Air Conditioning, Inc., 440 Pierce St., Anoka, MN 55303

Cool Air Mechanica. 1441 Rice Street, St. Paul, MN 55117 Rapid Heating, 5514 34th Ave. N., Crystal, MN 55422

PLUMBER'S LICENSE - \$30.25

Erickson Heating & Air Conditioning, Inc., 440 Pierce St., Anoka, MN 55303

SIGN HANGER'S LICENSE - \$66.00 Renewals

Ad Aid Sign, 3396 Library Lane, St. Louis Park, MN 55426 Graphic House, Inc., 9204 Packer Drive N., Wausau, WI 54401

REFUSE HAULERS (\$50.00 Co. Lic + \$25.00 ea. vehicle

A & E Rubbish, Minnetonka, MN
BFI Recycling Trucks, Eden Prairie, MN
Midwest Grease Buyers, Redwood Falls, MN
Twin City Sanitation, Vadnais Heights, MN
Baldy Sanitation, Maple Plain, MN

FOOD ESTABLISHMENT - Itinerant (Exempt)

St. Raphael's Festival, August 3 - 5, 1990 (9) 7300 56th Ave. N.

VENDING - Bulk (\$27.50)

D & B Vending, Richfield, MN

AUCTIONEER - \$18.25/day

Grafe Auction Company, one day auction at Country Club Market, 5319 - 36th Ave. N., June 26, 1990

FOOD ESTABLISHMENT - Itinerant (exempt)

Crystal Frolics Committee for Queen, Becker Park, July 4, 1990 One Day only.

Crystal Women of Today for Crystal Frolics, July 27-29, 1990. at Becker Park (wagon).

City of Crystal

Memorandum

DATE: June 13, 1990

TO: Jerry Dulgar, City Manager

FROM: Kevin J. McGinty, Fire Chief

SUBJECT: Donation to the Fire Department

At the next City Council Meeting, please acknowledge and thank the Crystal Lion's Club for their generous donation of \$3,000 to the Fire Department to help off-set the cost of a breathing air compressor for our self-contained breathing apparatus.

I have already sent a thank-you letter to the Lion's Club. Thank you.

KJM:jls

cc: Darlene George, City Clerk

Pursuant to due call and notice thereof, the Regular meeting of the Crystal City Council was held on June 5, 1990 at 7:00 P.M., at 4800 Douglas Drive (Community Center), Crystal, Minnesota.

The Secretary of the Council called the roll and the following were present: Carlson, Moravec, Irving, Grimes, Herbes, Langsdorf, Joselyn. Also in attendance were the following staff members: Jerry Dulgar, City Manager; John Olson, Assistant City Manager; Charles Lefevere, City Attorney's office; William Monk, Public Works Director (arrived at 7:40 p.m.); William Barber, Building Inspector; Darlene George, City Clerk; Dan Smith, Assistant City Engineer; Ed Brandeen, Park & Recreation Director.

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

The Crystal Police Department spoke regarding the D.A.R.E. Program and presented the Councilmembers with D.A.R.E. t-shirts. Mayor Herbes read a letter from the Crystal Elk's Club commending the D.A.R.E. Program.

The Mayor acknowledged contributions from Olivet Baptist Church in the amount of \$100 each to the Police Department, the Park & Recreation Department and the Fire Department.

The Mayor acknowledged contributions from Abraham Lincoln P.T.A. to the Crystal D.A.R.E. Program in the amount of \$50.

The Mayor read a letter from the Mayor of Golden Valley declining an invitation to the Grand Opening festivities at the Community Center and commending the City on the Center.

The City Council considered the minutes of the Regular City Council meeting of May 15, 1990.

Moved by Councilmember Irving and seconded by Councilmember Moravec to approve the minutes of the Regular City Council meeting of May 15, 1990.

Motion Carried.

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

 The City Council considered award of bid for the 1990 Concrete Curb & Gutter and Sidewalk Replacement Program.

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

June 5, 1990

page 612 RESOLUTION NO. 90-31a

RESOLUTION AWARDING CONTRACT FOR SIDEWALK AND CURB AND GUTTER REPAIR NO. 90-3

By roll call and voting aye: Carlson, Moravec, Irving, Grimes, Herbes, Langsdorf, Joselyn. Motion carried, resolution declared adopted.

 The City Council considered award of bid for furnishing a water flusher tank.

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

RESOLUTION NO. 90-32

RESOLUTION AWARDING CONTRACT FOR A WATER FLUSHER TANK TO MCQUEEN EQUIPMENT COMPANY

By roll call and voting aye: Carlson, Moravec, Irving, Grimes, Herbes, Langsdorf, Joselyn. Motion carried, resolution declared adopted.

3. The City Council consideration the rezoning of property and conditional use permits for auto sales at 6048 Lakeland Avenue North from B-4 (Community Commercial) District to B-3 (Auto-Oriented Commercial) District and rezoning property at 6058 Lakeland Avenue North from B-2 (Limited Commercial) District to B-3 (Auto Oriented Commercial) District. Those appearing and heard were: Don Pearson, property owner; Craig Grosz, Mr. Pearson's Business Associate; Lori Maas, Coon Rapids (daughter of property owner of 6418 - 61st Avenue North), presented a petition to the City Council and acted as spokesperson for residents opposing the rezoning; Jack Durant, 5649 Maryland Avenue North; Robert Bartosch, 6101 Florida Avenue North.

Moved by Councilmember Moravec and seconded by Councilmember Grimes to postpone action on the rezoning of property at 6048 Lakeland Avenue North from B-4 (Community Commercial) District to B-3 (Auto-Oriented Commercial) District and rezoning property at 6058 Lakeland Avenue North from B-2 (Limited Commercial) District to B-3 (Auto Oriented Commercial) District until the Comprehensive Plan of the City is updated and approved by the City Council.

Motion Carried.

4. The City Council considered the Second Reading of an Ordinance Relating to Rezoning Property at 6918 56th Avenue North.

Those appearing and heard were: Ray Mathieu, 5756 Nevada Avenue North.

A. Moved by Councilmember Joselyn and seconded by Councilmember Langsdorf to remove this item from the table.

Motion Carried.

B. Moved by Councilmember Joselyn and seconded by Councilmember Langsdorf to adopt the following ordinance:

ORDINANCE NO. 90-

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

By roll call and voting aye: Moravec, Irving, Langsdorf, Joselyn; voting no: Carlson, Grimes, Herbes.

Motion Failed.

The Mayor called a recess at 8:30 p.m. and the meeting was reconvened at 8:43 p.m.

Due to failure of motion to adopt an ordinance rezoning property at 6918 - 56th Avenue North, item 5 of the agenda was not considered.

6. The City Council considered rezoning of property at 4824 - 56th Avenue North from B-la (Professional Office) District to B-3 (Auto-Oriented Commercial) District. Those appearing and heard were: David Miller, Representative of Crown CoCo; Kevin Smith, 6016 Quail Avenue North; Richard Harley, 57th and Bass Lake Road; Kenley Johnson, 4924 - 56th Avenue North; Ms. L. Richardson, 5636 Twin Lake Terrace.

Moved by Councilmember Irving and seconded by Councilmember Grimes to deny rezoning of property at 4824 - 56th Avenue North from B-la (Professional Office) District to B-3 (Auto-Oriented Commercial) District and direct staff to prepare findings of fact for denial.

By roll call and voting aye: Moravec, Irving, Grimes, Langsdorf, Joselyn, Herbes; voting no: Carlson. Motion Carried.

7. The City Council considered rezoning of property at 5603 Orchard Avenue North from R-1 (Single Family Residential) District to B-3 (Auto-Oriented Commercial) District.

Moved by Councilmember Irving and seconded by Councilmember Grimes to deny rezoning of property at 5603 Orchard Avenue North from R-1 (Single Family Residential) District to B-3 (Auto-Oriented Commercial) District and direct staff to prepare findings of fact for denial.

By roll call and voting aye: Moravec, Irving, Grimes, Langsdorf, Joselyn, Herbes; voting no: Carlson.

Motion Carried.

Moved by Councilmember Irving and seconded by Councilmember Grimes that if a violation of the zoning code regarding outside storage of equipment, weeds and garbage exists at 5603. Orchard, staff be directed to take action to correct such violation.

Motion Carried.

Due to denial of rezoning at 5603 Orchard Avenue North, Item #8 on the agenda was not considered.

The City Council considered rezoning property at 5257 Hanson 9. Court from B-3 (Auto-Oriented Commercial) District to I-2 (Heavy Industrial) District as requested by Jerry Womack.

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

ORDINANCE NO. 90-

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

and further, that the second and final reading be held on June 19, 1990.

Motion Carried.

The City Council considered a recommendation for a planning consultant to rewrite the comprehensive plan. Those appearing and heard were: Fred Hoisington, Hoisington Group.

Moved by Councilmember Moravec and seconded by Councilmember Irving to adopt the following resolution, the reading of which was dispensed with by unanimous consent, appropriating funds up to \$60,000 with the City Council deciding on options along the way with the exception of Public Forums, which is to be included immediately:

RESOLUTION NO. 90-33

RESOLUTION APPROPRIATING EMERGENCY PLANNING AND PIR FUNDS FOR THE COMPREHENSIVE PLAN

By roll call and voting aye: Carlson, Moravec, Irving, Grimes, Herbes, Langsdorf, Joselyn. Motion carried, resolution declared adopted.

The City Council considered allocation of funds beginning in 1991 for applications of copper sulfide to control blue green algae blooms at Twin Lakes as requested by the Upper Twin Lake

Association. Consensus of the Council was to not take action until financial flexibility of the 1991 Budget is determined.

12. The City Council considered allocation of funds in support of Hennepin County Old Tyme Fair to be held July 26-29, 1990 at Lion's Park in Corcoran as requested by Pat Cook, Fair secretary.

Moved by Councilmember Grimes and seconded by Councilmember Moravec to deny allocation of funds in support of Hennepin County Old Tyme Fair to be held July 26-29, 1990 at Lion's Park in Corcoran as requested by Pat Cook, Fair secretary.

Motion Carried.

13. The City Council considered an Application for a One-Day Off-Site Lawful Gambling license for Minneapolis/Crystal Elks Lodge #44 on Friday, July 27, 1990 at Becker Park (Crystal Frolics Celebration).

Moved by Councilmember Grimes and seconded by Councilmember Moravec to approve an Application for a One-Day Off-Site Lawful Gambling license for Minneapolis/Crystal Elks Lodge #44 on Friday, July 27, 1990 at Becker Park (Crystal Frolics Celebration).

Motion Carried.

14. The City Council continued consideration of the City of Crystal Mission Statement from the May 15, 1990 City Council meeting.

Moved by Councilmember Grimes and seconded by Councilmember Carlson to approve the City of Crystal Mission Statement as written.

Motion Carried.

15. The City Council considered agreements with Hennepin County and New Hope and Golden Valley for Medicine Lake Road Reconstruction Project.

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

RESOLUTION NO. 90-34

RESOLUTION APPROVING AGREEMENTS FOR RECONSTRUCTION OF MEDICINE LAKE ROAD (CR70)

By roll call and voting aye: Moravec, Irving, Carlson, Langsdorf, Joselyn, Herbes; voting no: Grimes.

Motion carried, resolution declared adopted.

16. The City Council considered a request for a temporary sign permit with waiver of the fee from Brunswick United Methodist Church, 6122 - 42nd Avenue North, from September 15 through October 26, 1990 in celebration of its 40th Anniversary.

Moved by Councilmember Moravec and seconded by Councilmember Irving to approve a request for a temporary sign permit with waiver of the fee from Brunswick United Methodist Church, 6122 - 42nd Avenue North, for the three week time period allowed by the City Code in celebration of its 40th Anniversary.

Motion Carried.

17. The City Council considered a resolution in support of Jerry Dulgar, City Manager, as a candidate for the Board of Directors of the League of Minnesota Cities.

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

RESOLUTION NO. 90-35

RESOLUTION IN SUPPORT OF JERRY DULGAR
AS A CANDIDATE FOR THE BOARD OF DIRECTORS
OF THE LEAGUE OF MINNESOTA CITIES

By roll call and voting aye: Carlson, Moravec, Irving, Grimes, Herbes, Langsdorf, Joselyn. Motion carried, resolution declared adopted.

18. The City Council considered a request from the Crystal Park and Recreation Department to serve beer and wine at a dinner and dance in the Community Center, 4800 Douglas Drive, on June 9, 1990 from 6:00 p.m. - Midnight for its grand opening celebration.

Moved by Councilmember Langsdorf and seconded by Councilmember Joselyn to approve a request from the Crystal Park and Recreation Department to serve beer and wine at a dinner and dance in the Community Center, 4800 Douglas Drive, on June 9, 1990 from 6:00 p.m. - Midnight for its grand opening celebration.

Motion Carried.

19. The City Council continued consideration of a charitable gambling license renewal for Robbinsdale Lion's Club at the Tally Ho Restaurant from the May 15, 1990 City Council meeting.

Moved by Councilmember Irving and seconded by Councilmember Carlson to approve a charitable gambling license renewal for Robbinsdale Lion's Club at the Tally Ho Restaurant.

Motion Carried.

20. The City Council considered the participation of the St. Croix Skydiving Club at the Crystal Frolics on July 28th or July 29th.

Moved by Councilmember Irving and seconded by Councilmember Langsdorf to approve the participation of the St. Croix Skydiving Club at the Crystal Frolics on July 28th or July 29th.

Motion Carried.

Moved by Councilmember Langsdorf and seconded by Councilmember Moravec 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 Irving and seconded by Councilmember Joselyn to adjourn the meeting.

Motion Carried.

Meeting adjourned at 10:30 p.m.

Mayor

CRYSTAL PLANNING COMMISSION MINUTES

June 11, 1990

The meeting of the Crystal Planning Commission convened at 7:00 p.m. with the following present: Anderson, Christopher, Elsen, Kamp, Guertin, Lundeen, Magnuson, and Nystrom and Smith; the following were absent: Barden and Smith; also present were Community Development Director Olson, Building Inspector Barber and Recording Secretary Scofield.

Moved by Commissioner Nystrom and seconded by Commissioner Christopher to approve the minutes of the May 14, 1990, meeting, with the following exceptions: In Item 7 regarding a license process for rental dwellings the Friendly Amendment should read:

- Initial licensing or registration with inspection.
- Thereafter inspection occurs:
 - a. upon complaint
 - at the reasonable discretion of building or health official
 - c. change in ownership.
- 3. Mandatory to be inspected every 4 years after initial inspection.
- 4. Fire inspection, once a year.
 Also there had been a roll call in which the following voted aye: Anderson, Christopher, Guertin, Lundeen, Magnuson and Smith. The following voted no: Barden and Nystrom. The

motion carried 6-2.

Motion carried.

1. Chairperson Magnuson declared this was the time and the place as advertised for a public hearing at which time the Planning Commission will sit as a Board of Adjustments and Appeals to consider Variance Application #90-21 regarding a home occupation at 3411 Winnetka Ave. N. as requested by Leonard J. Abel. Community Development Director Olson explained a possible amendment in lieu of granting a variance. The proponent, Dr. Abel of 4230 Edgewood Ave. N., presented the following: Wants business (Chiropractor) in home and one daughter who works for him does not live at home, needs more than one room devoted to this home occupation for male and female patients and the office would be in the lower portion of a 2,000 sq. ft. house.

The following were heard in opposition:

Diane Schipper, 3425 Winnetka Ave. N. Mike Blehert, 3408 Utah Ave. N. Paul Goda, 3349 Winnetka Ave. N.

These concerns were as follows: Putting in a business of this size in a residential area might be the start of many

others, amounts to spot zoning, might affect property values and the need for parking.

Moved by Commissioner Elsen and seconded by Commissioner Lundeen to close the public hearing.

Motion carried.

Moved by Commissioner Elsen and seconded by Commissioner Kamp that pursuant to Section 515.55 of the Crystal City Code to recommend to the City Council to deny a variance to the permitted home occupation criteria in R-1 (Single Family Residential) District regarding employing a person (relative) not living on premises, generating more traffic than one car, special equipment and more than one room devoted to home occupation for a chiropractor's office at 3411 Winnetka Ave. N., P.I.D. #19-118-21-11-0106, as requested in Application #90-21 of Leonard J. Abel.

The findings of fact are: Sympathetic to encouraging businesses in Crystal, but the request does not comply with City Ordinance, too much of a variance and at this time do not recommend changing the Ordinance.

Motion carried.

2. Chairperson Magnuson declared this was the time and the place as advertised for a public hearing to consider Application #90-22 as submitted by Stephen J. Schutz for a conditional use permit to allow an amusement center in an I-2 (Heavy Industrial) District at 7370 - 32nd Ave. N.

The applicant withdrew his application because he was not able to get a lease for the space.

Chairperson Magnuson declared this was the time and the place as advertised for a public hearing to consider Applications #90-23 and #90-25 as submitted by Cottonwood Construction for rezoning properties from R-1 (Single Family Residential) District to R-2 (Single and Two Family Residential) District and at which time the Planning Commission will sit as a Board of Adjustments and Appeals to consider Variance Applications #90-24, #90-26 and #90-27 to vary 10' of the required 100' lot width at 2711 Vera Cruz Ave. N. and to vary 10' of the required 100' lot width and 890 sq. ft. of the required 12,500 sq. ft. at 2721 Vera Cruz Ave. N. to allow the construction of double homes. The proponent, Al Blazevic of Cottonwood Construction, presented the following: Plans to build two double homes for rental because properties face Highway 100 and would be hard to sell. The homes will have a value of \$140,000 each with three bedrooms and drive-under garages. Because of poor soil conditions will need to build on pilings, take fill from the property across the street which is owned by the City and build one foot above flood level. The proponent, Peter Popadiuk of St. Louis Park, has owned the property and paid taxes for 11 years and would like to be able to develop it.

The following were heard in opposition:

Mary Lou McCloud, 2739 Vale Crest Road
Leah Sukhram, 2712 Vale Crest Road
Cathy Mitchell, 2702 Vale Crest Road
Rosemary Thorsen, 2625 Vale Crest Road
Kim Hirsch, 2723 Vale Crest Road
Letters from six other residents who were unable
to attend the public hearing.

These concerns were as follows: Think rental residents would not keep up the property as well thus causing the other properties to be devalued, more traffic, questioned if agrees with Comprehensive Plan, flood level and if will affect neighboring properties and if can build single family homes instead of double.

Moved by Commissioner Anderson and seconded by Commissioner Nystrom to close the public hearing.

Motion carried.

A. Moved by Commissioner Christopher and seconded by Commissioner Lundeen to recommend to the City Council to deny Applications #90-23 and #90-25 as submitted by Cottonwood Construction for rezoning properties from R-1 (Single Family Residential) District to R-2 (Single and Two Family Residential) District at 2711 and 2721 Vera Cruz Ave. N., legally described as Lot 8 and Lot 7, Block 7, Westbrook Addition.

The findings of fact are: Character of the neighborhood would change, so believe the zoning should stay single family. Think maybe a problem with the flood plain and does not want City to be liable for building homes on these properties. Property can be developed to reasonable use under the present zoning.

Motion carried.

- B. As rezoning not recommended there was no action on a variance of 10' in the required 100' lot width to allow the construction of double homes at 2711 and 2721 Vera Cruz Ave. N., P.I.D. #21-118-21-34-0034 and #21-118-21-34-0033, as requested in Applications #90-24 and #90-26 of Cottonwood Construction.
- C. As rezoning not recommended there was no action on a variance of 890 sq. ft. in the required 12,500 sq. ft. lot size to allow the construction of a double home at 2721 Vera Cruz Ave. N., P.I.D. #21-118-21-34-0033, as requested in Application #90-27 of Cottonwood Construction.

4. Chairperson Magnuson declared this was the time and the place as advertised for a public hearing at which time the Planning Commission will sit as a Board of Adjustments and Appeals to consider Variance Application #90-28 to build an addition to the attached garage which will encroach in the required 5' side yard setback at 5530 Quail Ave. N. as requested by Joseph P. Miller. The proponent, Joseph Miller, stated he would like a double garage. Because it is an odd shaped lot, there is 5' at the front of the lot. The neighbor does not object.

No one appeared in opposition.

Moved by Commissioner Kamp and seconded by Commissioner Elsen to close the public hearing.

Motion carried.

Moved by Commissioner Elsen and seconded by Commissioner Anderson that pursuant to Section 515.55 of the Crystal City Code to (recommend to the City Council to vary or modify the strict application of Section 515.13, Subd. 3 a) 1) to grant a variance of 2' in the required 5' side yard setback to build a 7' x 22' addition to the attached garage on the existing house at 5530 Quail Ave. N., P.I.D. #04-118-21-44-0083, as requested in Application #90-28 of Joseph P. Miller.

The findings of fact are: Several precedents have come before the Commission, no complaints from neighbors, asset to City and neighborhood, aging housing needs improvement and adjacent neighbor is 18' from addition.

Motion carried.

5. Chairperson Magnuson declared this was the time and the place as advertised for a public hearing at which time the Planning Commission will sit as a Board of Adjustments and Appeals to consider Variance Application #90-29 for a deck which will encroach in the required 25' side street side yard setback at 4501 Maryland Ave. N. as requested by John Hagel. The proponent, John Hagel, stated it would be an improvement to the house, and no neighbors objected.

No one appeared in opposition.

Moved by Commissioner Kamp and seconded by Commissioner Guertin to close the public hearing.

Motion carried.

Moved by Commissioner Guertin and seconded by Commissioner Christopher that pursuant to Section 515.55 of the Crystal City Code to recommend to the City Council to vary or modify the strict application of Section 515.13, Subd. 3 2) ii) to grant a variance of 14' in the required 25' side street side yard setback to build a 10' x 16' deck on the

existing house at 4501 Maryland Ave. N., P.I.D. #08-118-21-34-0087, as requested in Application #90-29 of John Hagel.

The findings of fact are: The deck will not affect sight lines on corner, nice addition to house and small variance.

Motion carried.

6. Chairperson Magnuson declared this was the time and the place as advertised for a public hearing at which time the Planning Commission will sit as a Board of Adjustments and Appeals to consider Variance Application #90-30 for a detached garage which will encroach in the required 75' front yard setback at 5413 Xenia Ave. N. as requested by Ann and William Cadreau. The proponent, William Cadreau, stated he wanted to have a shorter driveway to maintain.

No one appeared in opposition.

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

Motion carried.

Moved by Commissioner Christopher and seconded by Commissioner Guertin that pursuant to Section 515.55 of the Crystal City Code to recommend to the City Council to vary or modify the strict application of Section 515.07, Subd. 5 c) 1) to grant a variance of 9' in the required 75' front yard setback to build a 24' x 26' detached garage at 5413 Xenia Ave. N., P.I.D. #04-118-21-34-0059, as requested in Application #90-30 of Ann and William Cadreau.

The findings of fact are: Good improvement to property and neighbors do not object.

Motion carried.

 Consideration regarding approval of the preliminary plat of Roman Addition located at 6922 Dudley Ave. N. as submitted by Duane Roman.

Moved by Commissioner Kamp and seconded by Commissioner Nystrom to set a public hearing before the Planning Commission at 7:00 p.m., or as soon thereafter as the matter may be heard, Monday, July 9, 1990, to consider approval of the preliminary plat of Roman Addition which is a replat of Lot 3, Auditor's Subd. No. 226, property is located at 6922 Dudley Ave. N. as submitted by Duane Roman.

Motion carried.

8. Consideration of Application #90-31 of John Olson for a conditional use permit to allow a convenience food store

in a B-4 (Community Commercial) District at 5568 West Broadway (Crystal Gallery).

Moved by Commissioner Guertin and seconded by Commissioner Elsen to set a public hearing before the Planning Commission at 7:00 p.m., or as soon thereafter as the matter may be heard, Monday, July 9, 1990, to consider the request of John Olson in Application #90-31 for a conditional use permit to allow a convenience food store (soup and sandwich shop) in a B-4 (Community Commercial) District at 5568 West Broadway, P.I.D. #05-118-21-44-0046.

Motion carried.

9. Discussion items:

- A. Chairperson Magnuson stated that when questions on flood plains, sewers, etc. come before Commission, would like the City Engineer to be at meeting to ask questions of or explain.
- B. John Olson stated the Council has hired a consultant on the Comprehensive Plan (Fred Hoisington) who will probably come to the next Planning Commission meeting.
- C. Commissioner Anderson asked for an update of the MnDOT Highway 100 and 36th Ave. N. project.

Moved by Commissioner Guertin and seconded by Commissioner Kamp to adjourn.

Motion carried.

The meeting adjourned at 9:06 p.m.

	Chairperson Magnuson
Secretary Elsen	

CRYSTAL FROLICS COMMITTEE P.O. Box 28074 • Crystal, MN 55428

ED THONANDER, PRESIDENT

June 13, 1990

Crystal City Hall

Dear Mayor and Council Members;

Once again the Crystal Frolics are almost here. I'm requesting that a permit be issued for us to have a parade on Sunday, July 29th, 1990, at 1:00 P.M. We will be using the same route as before, coming down West Broadway and turning on Bass Lake Road. We expect that the same co-operation will be shown by the local police and sheriffs department along with the county as in the past.

Enclosed is the application for the Klein Carnival to be held in conjunction with the frolics. Once again it will be set up in the street behind the Crystal Gallery Shopping Mall. This has worked out well in the past with all concerned and we expect it will again this year.

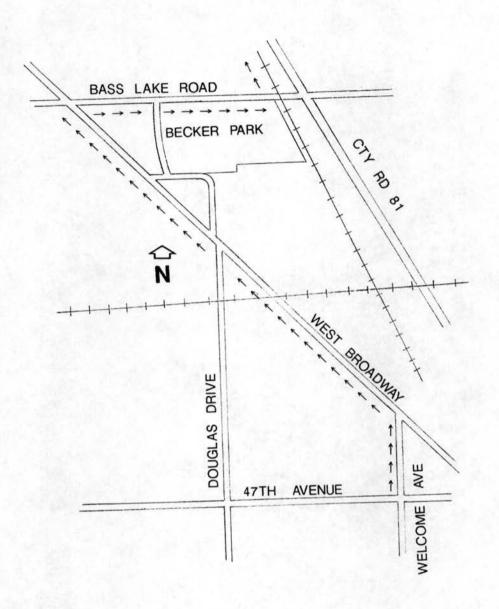
We, as the Frolics Committee appreciate the support the city and council has shown us in the past years. This is our 1st year that we are not asking the city for any money to hold this celebration. We believe that we have the necessary income to host such an event, thanks to the organizations involved. The only thing that we ask is that as in the past the permit fees for the above be waived.

We look forward to seeing all of you at the frolics again this year. Thanking you in advance.

Sincerely,

CRYSTAL FROLICS COMMITTE

Eå Thonander President



APPLICATION FOR LICENSE

14608

4141 Douglas Drive, Crystal, Minnesota 55422

CRYSTAL, MINNESOTA	
COUNCIL MEMBERS:	
WE Klein Shows & Crystal Frolics Committee 5409 53rd Avenue North Crystal, MN 55429	Fee, \$ 71.50 lst day + \$18.75 ea. addn'l day + ins New
enclose the sum of fee waived by Council 2-21-89 to the City of Crystal as required by the Ordinances of said City ar ments of said Ordinances necessary for obtaining this License: NOW, THEREFORE, I	
Klein Shows & Crystal Frolics Committee	hereby make application to
operate a carnival at Becker Park in Crystal	↓
for the period	sly 29-1990 subject to all
City Use Only	
41	

Signature of Applicant fresher torystal Fresher, Comm.

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

3/23/90

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INSURED

KLEIN AMUSEMENTS P. O. BOX 428

HAAS WILKERSON WOHLBERG, INC. 4300 Shawnee Mission Parkway Shawnee Mission, Kansas 66205

SIOUX FALLS, SOUTH DAKOTA 57101

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

COMPANIES	AFFORDING	COVER	AGE
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COVERAGES

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

LETTER

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	TERMS, EXCLUSIONS, AND CONDITI	ONS OF SUCH POLICIES	S.	SENSENCE ENGINEERS ALTER SI					
CO	TYPE OF INSURANCE	POLICY NUM	MBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)		ALL LIMITS IN THOU		
	GENERAL LIABILITY					GENERAL AC	GREGATE	S	10,000
A	COMMERCIAL GENERAL LIABILITY	CAR 00 305	7415	4/13/90	4/13/91	PRODUCTS-0	COMP/OPS AGGREGATE	\$	1,000
	CLAIMS MADE OCCURRENCE					PERSONAL 8	ADVERTISING INJURY	\$	1,000
	OWNER'S & CONTRACTORS PROTECTIVE					EACH OCCU	RRENCE	\$	1,000
				1 3		FIRE DAMAG	E (ANY ONE FIRE)	\$	50
						MEDICAL EX	PENSE (ANY ONE PERSON)	\$	
	ANY AUTO		9.			CSL	\$		
	ALL OWNED AUTOS SCHEDULED AUTOS				7 762	BODILY INJURY IPER PERSON	S		
	HIRED AUTOS NON-OWNED AUTOS					BODILY INJURY (PER ACCIDENT)	\$		AND PART
	GARAGE LIABILITY					PROPERTY DAMAGE	s		
	OTHER THAN UMBRELLA FORM						S EACH OCCURRENCE	\$	AGGREGATE
	WORKERS' COMPENSATION					STATUTOR	IY .	Na:	ESP. CL
	AND					\$	(EA	CH AC	CIDENT)
	EMPLOYERS' LIABILITY					\$	(DI	SEASE	-POLICY LIMIT)
	EMPEOTERS EIABIETT			E		\$	(DI	SEASE	-EACH EMPLOYEE)
	OTHER								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

Any Carnival Liability Insurance made a part

of the Policy includes as an additional insured with respect to an occurrence taking place at a Carnival site (1) The Fair or Exhibition Association, sponsoring organization or committee (2) The owner or lessee thereof and (3) A municipality granting the named insured permission to operate a Carnival.

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CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF. THE ISSUING COMPANY WILL ENDEAVOR TO MAIL ${f 10}$ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

O IIR/ACORD CORPORATION 1985

KLEIN AMUSEMENT COMPANY

2800 SOUTH LYNDALE AVENUE SIOUX FALLS, S. DAK. 605-338-8989

Klein Amusement Co. Agrees to furnish the carnival midway for the cleans of celebration at Co. Agrees to furnish the carnival midway for the constant of the constant of the constant of the constant of the carnival midway for the constant of the carnival midway for the c
Klein Amusement Co. to have the exclusive on all rides, shows, and concessions during the event and on any part of the grounds.
Klein Amusement Co. is insured for one million public liability on the rides, shows, and concessions.
The committee agrees not to allow a similar attraction to exhibit at this town for a period of 30 days before this celebration.
Committee to furnish the ticket sellers and ample police protection. Committee will also be responsible for any licenses that may be required, an for all lot and street privileges and to furnish suitable location for the parking of the trucks.
Committee also agrees that all grandstand and other attractions will be over by
No African Dip or Dunker to be at this event or on any part of the grounds or location.
Klein Amusement Co. carries eats and drinks.
Committee to also have food and drink stands.
Other incidentals AND
Witnessed this 30 day of July 1989.
Committee for the Committee for the
Witness to Momander
Witness KLEIN AMUSEMENT COMPANY
Chairman Sany Mon
PRINTER - LENNOX INDEPENDENT phone 605-647-2284
Call if your tickets and posters do not arrive on time.

(This contract and agreement made in duplicate.)

APPLICATION FOR LICENSE

14641

4141 Douglas Drive, Crystal, Minnesota 55422

HONORABLE CITY COUNCIL CRYSTAL, MINNESOTA	
COUNCIL MEMBERS:	
I Roland L. Smothers for WE Crystal Lion's Club	Fee, \$ 13.25/day
6315 - 55th Avenue North #215	NewRenewal
Crystal, MN 55428	Telephone
enclose the sum of Request Waiver of Fee to the City of Crystal as required by the Ordinances of said Cit	DOLLARS
ments of said Ordinances necessary for obtaining this License: NOW, THEREFORE, I Crystal Lion's Club	hereby make application to
operate a 3.2 beer stand at Becker Park	
for the period	10:30 Pm 7/4/90 subject to all
City Use Only	
0	? (Rollie) Inother

-ACORD. CERTIFICATE OF INSURANCE

5-8-90

PRODUCER

HADTRATH & ASSOCIATES INC. 199 COON RAPIDS BLVD, SUITE 110 COON RAPIDS, MN 55433 (612) 784-9574

CODE

SUB-CODE

INSURED

CRYSTAL LIONS CLUB Pres. Wilfred Scheiller 4614 Zane Ave No Crystal, Mn 55422 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

COMPANIES AFFORDING COVERAGE

COMPANY A UNITED STATES FIDELITY & GUARANTY

COMPANY B

COMPANY C

COMPANY D

COMPANY E

COVERAGES

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

CO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE POLICY EXPIRATION DATE (MM/DD/YY)		ALL LIMITS IN THO	USANDS
	GENERAL LIABILITY			GENERAL AG	GREGATE	\$
	COMMERCIAL GENERAL LIABILITY		4	PRODUCTS-0	COMP/OPS AGGREGA	ATE \$
	CLAIMS MADE OCCUR.			PERSONAL 8	ADVERTISING INJU	RY \$
	OWNER'S & CONTRACTOR'S PROT.			EACH OCCUI	RRENCE	\$
				FIRE DAMAG	E (Any one fire)	s
				MEDICAL EX	PENSE (Any one pers	on) \$
	ANY AUTO			COMBINED SINGLE LIMIT	\$	
	ALL OWNED AUTOS SCHEDULED AUTOS			BODILY INJURY (Per person)	\$	
	HIRED AUTOS NON-OWNED AUTOS			BODILY	\$	
	GARAGE LIABILITY			(Per accident) PROPERTY DAMAGE	\$	
	EXCESS LIABILITY				EACH OCCURRENCE \$ \$	AGGREGATE
	OTHER THAN UMBRELLA FORM					
	WORKER'S COMPENSATION			STATUT	ORY	
	AND			\$	(EACH	ACCIDENT)
				\$	(DISEA:	SE-POLICY LIMIT)
	EMPLOYERS' LIABILITY			\$	(DISEA:	SE-EACH EMPLOYEE
	OTHER			\$500,00	00. Aggrega	te Limit
Α	LIQUOR LIABILITY	LLC 12040980600	10-1-89 10-1-90		00. Each Co Limi	mmon Cause

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF CRYSTAL
CITY HALL
4141 DOUGLAS DRIVE NO
CRYSTAL, MN 55422

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 days written notice to the certificate holder named to the LEFT, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Nale V- Hadlinth

DATE: June 15, 1990

TO: Jerry Dulgar, City Manager

FROM: Bill Barber, Building Inspector

SUBJECT: Variance 89-30, Crystal Shopping Center Sign

Edward Paster of Paster Enterprises is requesting that the variance granted on October 17, 1989 be extended. He stated that after looking at the Shopping Center and the surrounding area, he felt that he needed more time. He wants to make sure that the signage for the Center compliments the Center and not detract.

I do not have a problem with this request.

kk /Bacher

Paster Enterprises

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

June 12, 1990

CENTRAL PLAZA 45th & Central Ave. N.E. Minneapolis, Minnesota

CRYSTAL SHOPPING CENTER Bass Lake Road & West Broadway Crystal, Minnesota

DODDWAY SHOPPING CENTER Dodd Road & Bernard Street West St. Paul, Minnesota

> FARMINGTON MALL S. Hwy. 50 & S. Hwy. 3 Farmington, Minnesota

LEXINGTON PLAZA SHOPPES Lexington & Larpenteur Roseville, Minnesota

MENDOTA PLAZA State Hwy. 110 & Dodd Road Mendota Heights, Minnesota

MOUNDSVIEW SQUARE Hwy. 10 & Long Lake Road Mounds View, Minnesota

NORTHWAY SHOPPING CENTER State Hwy. 23 & Woodland Circle Pines, Minnesota

> SIBLEY PLAZA West 7th Street St. Paul, Minnesota

SOUTHVIEW SHOPPING CENTER Southview Blvd. & 12th Street South St. Paul, Minnesota Ms. Darlene George, City Clerk City of Crystal 4141 Douglas Drive Crystal, Minnesota 55422

RE: Variance Dated October 17, 1989 Crystal Shopping Center

Dear Darlene:

We are hereby requesting an extension of the current Variance granted to Crystal Shopping Center Associates by the City of Crystal on October 17, 1989, for the proposed signage at the Crystal Shopping Center.

Crystal Shopping Center Associates would like to apply for an extension at this time as we are currently redeveloping the corner of West Broadway and Bass Lake Road with the addition of a Subway Sandwich shop, redoing areas of the parking lot to accommodate proper drainage and are designing proposed signage to tie into the architectural scheme of the entire shopping center.

Please forward any necessary applications that need to be filled out and signed by us.

Thank you for your help in this matter.

Best personal regards,

8 1 1 0 C-

CRYSTAL SHOPPING CENTER ASSOCIATES

Edward J. Paster

Partner

EJP/1y

DATE: June 14

June 14, 1990

MEMO TO:

Jerry Dulgar, City Manager

FROM:

Edward C. Brandeen, Park & Recreation Director

SUBJECT:

Bids for New Articulating Four-Wheel Drive Loader

The following bid was received for furnishing an articulating Four Wheel Drive loader:

Tri-State Bobcat Less Trade in \$39,286.00 7,500.00

Net Cost to City

\$31,786.00

The budget amount for this purchase was \$45,000. This loader was recommended for purchase in the 1990 5-year park equipment program. This piece of equipment is financed by equipment certificates.

I recommend we award the bid to Tri-State Bob Cat in the amount of \$31,786.00.

For your information, this vehicle will be used in the park maintenance division for loading hockey rinks, excavation of dirt, blowing snow and many other uses.

This vehicle is a replacement for a unit that we have had for 12 years. This new unit is 20 H.P. larger than the present vehicle, has hydrostatic drive, is articulating, and has snow blower, auger and fork attachments.

CITY OF CRYSTAL

PROPOSAL

The undersigned certifies that the specifications have been examined and all necessary investigations have been made, and fully understands the nature and extent of the required equipment and proposes to furnish the unit, F.O.B., 6125 - 41st Ave. N., Crystal, Minnesota, in accordance with the specifications and conditions attached hereto, at the prices set forth in the following schedule:

Tollowing schedule:	ist Price: \$51,113.00
One - New Articulated Drive Loader (70	Four Wheel
Less Trade-In	\$ 7,500.00
Net Cost to City	of Crystal \$31,786.00
Model Name and No	Melroe Bobcat 2410
Selivery will be made withi	n 30 days of award
Delivery will be made withi	n 30 days of award. RM NAME TRI-STATE BOBCAT, INC.
•	TLE U.P.
	DRESS1800 West Highway 13
AD	13
AD	Burnsville, MN 55337



TRI-STATE BOBCAT, INC. 1800 W. HWY. 13 BURNSVILLE, MM 55357 (C12) 694-3534

PALLET FORKS



A BUSINESS UNIT OF CURRE EQUIPMENT COMPANY

DATE: June 7, 1990

TO: Jerry Dulgar, City Manager

FROM: Dan Smith, Asst. City Engineer

SUBJECT: Bids - Articulated Four Wheel Drive Loader

(135 HP) for Street Department

Sealed bids were received June 5, 1990 for the above-referenced machine.

The funds for this item were budgeted in the recent equipment certificate package.

All bids were checked for completeness, accuracy and compliance with the specifications. The tabulation is as follows:

Case Power & Equipment
Case Model 721 \$80,800.65

Sweeney Brothers Tractor, Inc.

VME Michigan Model L-90 \$89,903.00

Carlson Tractor & Equipment Co.
Trojan Model 2500Z \$89,980.00

All prices include the trade-in of a 1955 track type loader with trailer.

It is recommended the award be made to the low bidder, Case Power & Equipment, in the amount of \$80,800.65.

DLS:jrs

Wheel Loader

140 net horsepower (104.4 kW)
Buckets up to 3.25 yd³ (2.5 m³)
SAE breakout force 32,061 lbf (142 614 N)

721



case

RESOLUTION NO. 90-

RESOLUTION AWARDING BID FOR ARTICULATED FOUR WHEEL DRIVE LOADER (135 HP)

WHEREAS, the City of Crystal did advertise for bids for the articulated four wheel drive loader (135 HP) and

WHEREAS, such bids were received and publicly opened on June 5, 1990, and tabulated as follows:

Case Power & Equipment Case Model 721

\$80,800.65

Sweeney Brothers Tractor, Inc.
VME Michigan Model L-90

\$89,903.00

Carlson Tractor & Equipment Co. Trojan Model 2500Z

\$89,980.00

AND WHEREAS, Case Power & Equipment is the apparent low bidder,

NOW, THEREFORE, BE IT RESOLVED that the City of Crystal awards the contract for the articulated four wheel drive loader (135 HP) to Case Power & Equipment in the amount of \$80,800.65, and

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

Adopted by the Crystal City Council this 19th day of June, 1990.

	Mayor
TEST:	

DATE: June 12, 1990

TO: Jerry Dulgar, City Manager

FROM: Dan Smith, Asst. City Engineer

SUBJECT: Bids - Seal Coat Improvement No. 90-1

Following Council action on May 1, 1990, public bids were solicited for the 1990 Seal Coat Program. Bids were received June 12, 1990 and were checked for completeness and accuracy. The tabulation is as follows:

Asphalt Surface Technologies Corporation \$116,967.50 Allied Blacktop Co. 117,441.00 Bituminous Roadways, Inc. 122,259.60

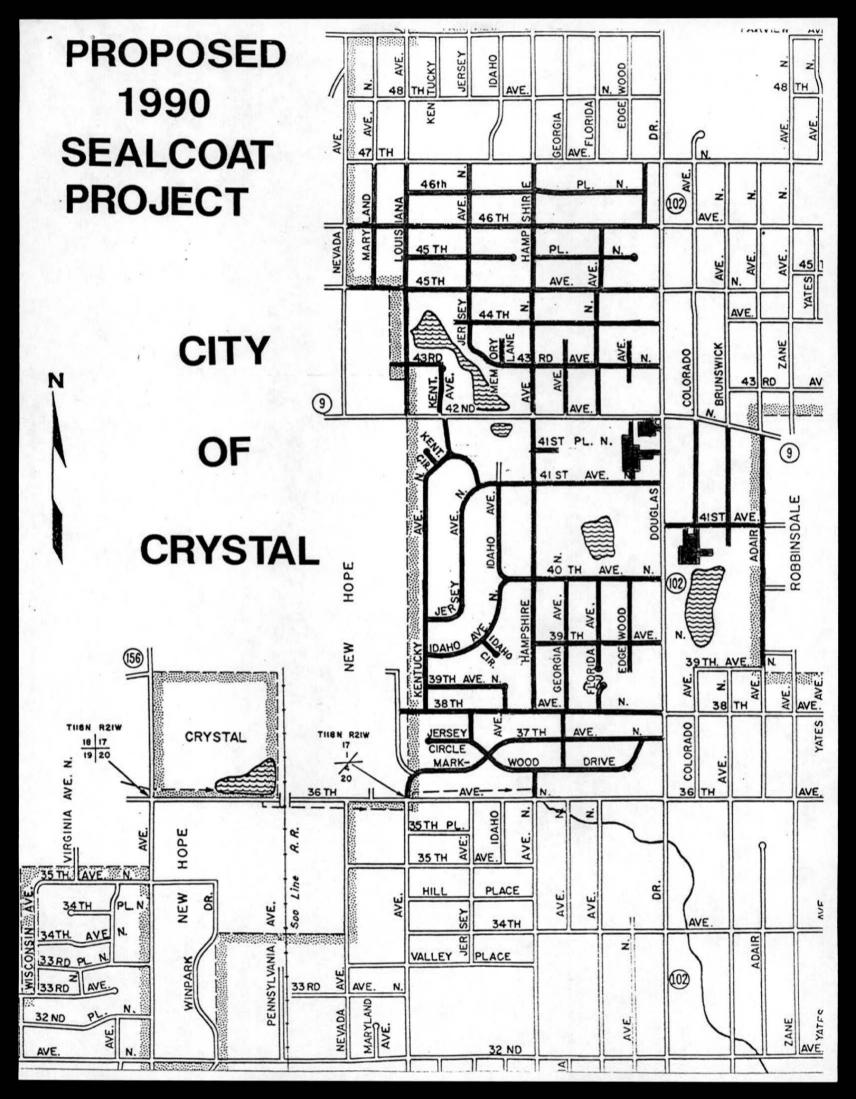
As indicated by the tabulation, we will be working with a different Contractor than in past years. Their references check out, and the cost should be very close to our estimate.

Our experiment using a slightly smaller aggregate for last year's project seems to have paid off in experiencing less loose rock than the previous year's project along with fewer complaints.

We are again specifying the reduced size aggregate on this project.

It is the recommendation of this office to award the contract to the low bidder, Asphalt Surface Technologies Corporation, in the amount of \$116,967.50.

DLS:jrs



RESOLUTION NO. 90-

RESOLUTION AWARDING CONTRACT FOR SEAL COAT IMPROVEMENT NO. 90-1

WHEREAS, the City of Crystal did advertise for bids for the Seal Coat Improvement No. 90-1 and

WHEREAS, such bids were received and publicly opened on June 12, 1990, and tabulated as follows:

Asphalt Surface Technologies Corp. \$116,967.50
Allied Blacktop Co. 117,441.00
Bituminous Roadways, Inc. 122,259.00

NOW, THEREFORE, BE IT RESOLVED that the City of Crystal hereby awards the contract for the Seal Coat Improvement No. 90-1 to Asphalt Surface Technologies Corp. in the amount of \$116,967.50.

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

Adopted by the Crystal City Council this 19th day of June, 1990.

ATTEST:	Mayor

DATE: June 15, 1990

TO: Jerry Dulgar, City Manager

FROM: Bill Barber, Building Inspector

SUBJECT: Waiver of fee for Temporary Banner at Brunswick

United Methodist Church

Brunswick United Methodist Church at 6122 42nd Ave. N. will be celebrating their 40th anniversary this fall. They have requested a permit for a 20'x4' vertical hanging banner to be installed starting September 15 through October 26, 1990. They are asking that the fee associated with the temporary sign permit be waived. This period of time encompasses six weeks.

I do not have a problem with the waiving of the fee but I'm a little concerned with the length of time. Perhaps a 3-4 week length of time may be more appropriate. They have their three weeks of banners and 2 weeks of portable signs left. They used 1 week in March, 1990 for a portable sign.

Update:

I spoke with Brunswick United Methodist Church after the Council Meeting as to what Council's action was. They contacted me later to request the additional time. Dave Snyder, Trustee, will be in to discuss the matter with the Council.

Mbuled



Brunswick United Methodist Church 6122 42nd Avenue North

Crystal, Minnesota 55422-1695

Telephone (612) 533-1661

May 7, 1990

City of Crystal 4141 Douglas Drive N. Crystal, Minnesota 55422

Attention: Mr. Bill Barber, City Inspector

Dear Friends:

Brunswick United Methodist Church requests a permit and waiver of the accompanying fee to hang an Anniversary Banner on the outside south wall of the sanctuary building.

We plan to hang it from September 15 to October 26. The vertical dimensions will be 20' x 4' and the words "Celebrate with Us 40 Years" will be used. The banner and hardware for hanging will be supplied by "Banners to Go" 5029 France Ave. and hung by the Trustees of the church.

We'd appreciate a prompt reply so that we can complete our plans. Thank you.

Sincerely,

Etta B. Torpy,

Administrative Assistant

DATE: May 9, 1990

TO: Jerry Dulgar, City Manager

FROM: Bill Monk, City Engineer

SUBJECT: Site Improvements at 5241 Hanson Court

In July of 1988, Beaver Machine relocated its business from 5249 to 5241 Hanson Court. Building modifications were performed at that time which required site improvements consistent with City policy. Originally, storm sewer and concrete were proposed in the rear parking area; however, this work was deleted by the Council given the possibility of future alley construction. Additionally, the proposed fence relocation could not be completed as the fence was installed and is maintained by Dumarks which abuts this property to the west.

The parking related improvements have been completed. The owner is at this time requesting the boulevard curbing be deleted from the improvement agreement. This curbing was intended as a means to prohibit parking on the boulevard. This practice is a problem with several of the businesses along Hanson Court in that the area between the street curb and the buildings is completely hard-surfaced with bituminous material. As I recall, sodding of the boulevard area was discussed previously but not pursued because of maintenance.

While I do not view this issue as critical to the operation of business, it does impact vehicular traffic in terms of sight distance and the proximity to access drives. For that reason I cannot recommend this item be dismissed without some resolution of the boulevard parking issue.

The owner, Jim Haberle, will be in attendance on Tuesday night to discuss this matter.

6/13/90 UPDATE

The City Manager and I recently met with Mr. Haberle, the owner of Beaver Machine, to discuss options on the boulevard curb situation. Mr. Haberle restated his position that parking on the public boulevard is not a problem at his site and that the proposed curb will only worsen the delivery situation and create a snow plowing headache. While Mr. Haberle understands the City's policy on this matter and staff acknowledges the owner's concerns, no resolution was reached.

Jerry Dulgar Site Improvements at 5241 Hanson Court June 13, 1990 Page 2

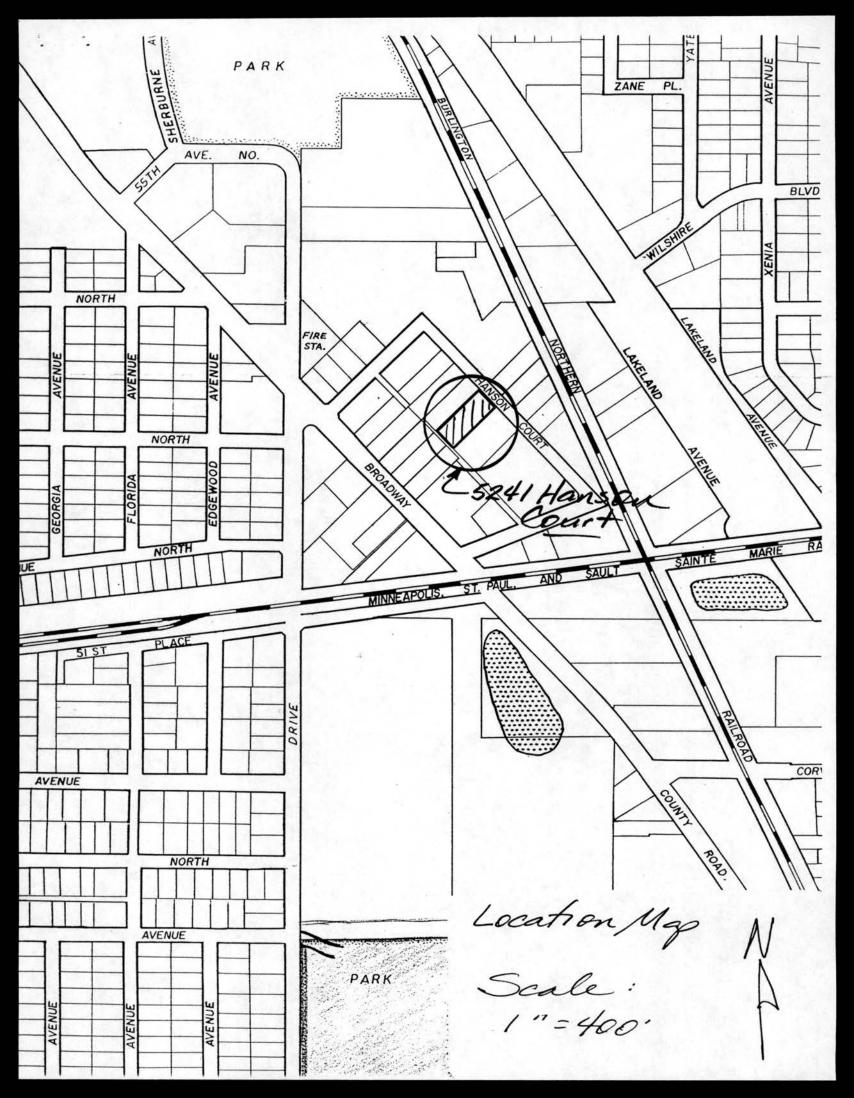
The options discussed included:

- 1) Sodding the boulevard area
- 2) Curbing the edge of the boulevard (as proposed in the site agreement)
- 3) Striping the building area to denote no parking
- 4) Installing signs on the front of the building identifying the loading zone and prohibiting parking.

As stated previously, the City's intent is to promote vehicular and pedestrian traffic by keeping the public boulevard clear. The building at 5241 Hanson Court is located close to the street and was constructed with an overhead access in front which is being appropriately used by the occupants. Item 4 listed above involving the signage does achieve the City's objective but would only be acceptable to staff from a policy perspective if parking is prohibited altogether from in front of the building.

WM:jrs

Encls



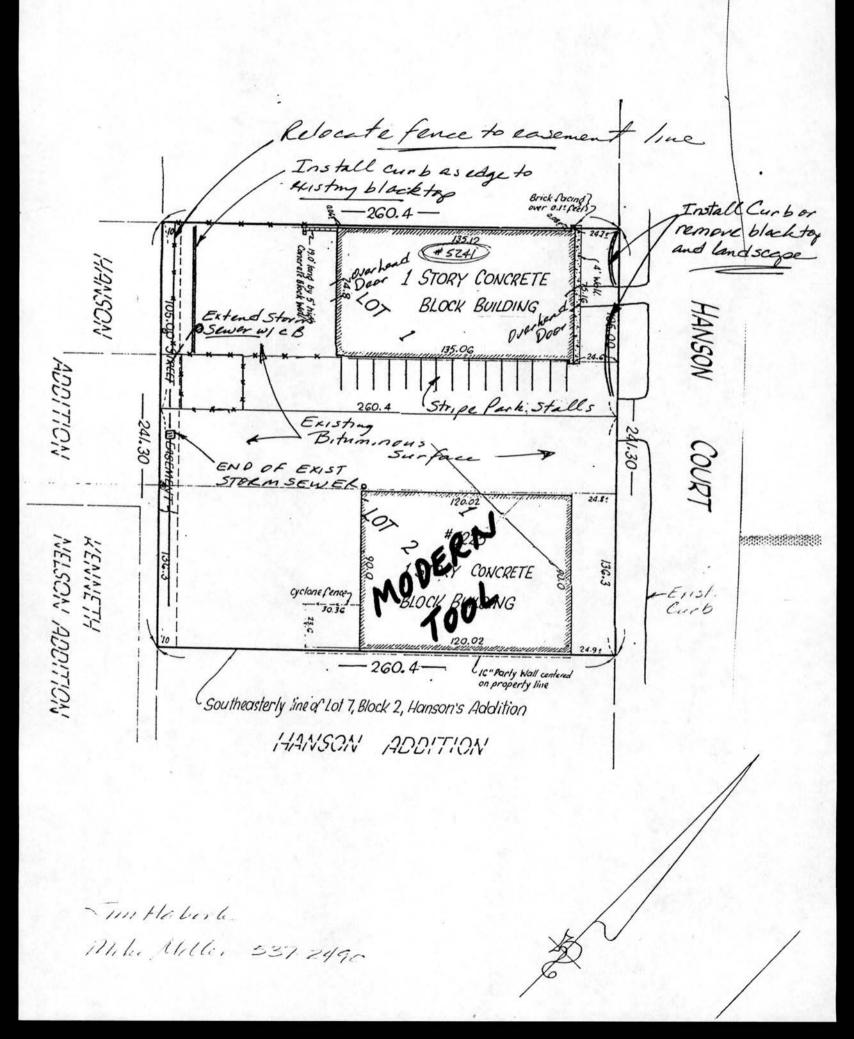


EXHIBIT "A"

AGREEMENT

THIS AGREEMENT made by and between the City of Crystal, a municipal corporation in the State of Minnesota, hereinafter called the City, the first party, and <u>Jasmic</u>, thereinafter called the second party,

. WHEREAS, second party has requested that the City Council approve the issuance of a building permit.

WHEREAS, as a prerequisite to the approval of said permit, the City Council requires the construction of certain improvements for the orderly development of property known as <u>Jasmic</u>, <u>5241 Hanson</u> <u>Court</u>.

NOW THEREFORE, in consideration of the granting of said permit, said second party agrees and covenants as follows:

- Construct V6 (minimum section) cast-in-place concrete barrier curb.

**

- Stripe parking stalls with white paint.
- Erect 1 handicap parking stall sign.
- Relocate portion of existing chain-link fence.

That the second party warrants and guarantees all work done under the agreement against any defect in workmanship, materials, or otherwise that may occur within one year from the date of final acceptance by the City of all said work and other requirements.

That construction work be completed prior to issuance of the occupancy permit but not later than one year from issuance of building permit.

To hold the City harmless from any and all claims which may arise from third parties for any loss or damage sustained resulting from pursuance of the above-described work.

That all just claims incurred in the completion of aforementioned work requirements shall be paid in full by said second party to all persons doing work or furnishing skill, tools, machinery, services, materials, equipment, supplies or insurance.

All work pursuant hereto shall be in compliance with existing laws, ordinances, pertinent regulations, standards, specifications of the City of Crystal, and subject to approval of the City Engineer.

In the event that said second party has not completed any or all of the aforementioned work and requirements on the completion date as set forth herein, then in that event said second party shall be considered in default. Should said second party be in default, then said second party authorizes said City, its officers, its employees or its authorized agents to enter upon said second party's property and to complete any or all such uncompleted or improperly performed work or other requirements in conformity with this agreement.

That surety be deposited with the City in the amount of \$1,950 to insure the faithful performance of the above construction work and requirements, said surety to be in the form and manner as prescribed by law.

IN WITNESS WHEREOF we have hereunto set our hands this 20 day of July , 1988.

SEAL

ATTEST:

And the second

Lan

CITY OF CRYSTAL

SECOND PARTY

SECOND PARTY

IN THE PRESENCE OF:

STEPHEN J. CROTEAU

HENNEPIN COUNTY

My commission expires March 29, 1991

DATE: June 14, 1990

TO: Jerry Dulgar, City Manager

Bill Barber, Building Inspector Wenter FROM:

SUBJECT: 3411 Winnetka Ave. N. - #90-21

Variance to Zoning Code relating to home

occupations

Leonard Abel is requesting a variance to Section 515.19 Subd 3(c) entitled "Home Occupations." He is proposing to purchase the property and build onto the existing home about 36'x60'. The existing home is 24'x32'. The lot is 153.5'x232' or 35,612 square feet total.

Home occupations in a residentially zoned property, (R-1), is permitted subject to certain conditions:

Incidental and secondary to the residential use.

2. No other than persons residing on the premises shall be employed.

No mechanical equipment is allowed that is normally found in residential homes.

No more than one room may be devoted to home occupation. 4.

No construction, either external or internal, shall be allowed not customarily found in dwellings.

Entrance to the space used for such occupation shall be within the dwelling.

No exterior signs allowed except as permitted by the sign ordinance.

No home occupation shall be permitted which generates more than one car for off-street parking at any one given time.

Looking at the conditions stated by the ordinance, you will see that each item is being requested to be varied. The subject property is totally surrounded by R-1 (single family residential). As is noted in the document provided by the applicant, he is requesting amendments to the ordinance. John Olson will have some comments on that.

I think we need to look very carefully at this request. variances are granted, I'm afraid that we could be opening up situations that we won't be able to control or have home occupations starting up which are not consistent with a residential neighborhood. I believe that we have other areas within the city which have the proper zoning and adequate parking as required by ordinance for this use.

Update from Planning Commission of June 11, 1990

Planning Commission recommended denial of the request. Their findings of fact were:

Request doesn't comply with City Ordinance in R-1
 Too much of a variance request. Their concern was that our ordinance speaks to 1 room being devoted to the business but no reference to a maximum percentage of area of the home

The question has been asked how the two chiropractic offices in single family homes have been allowed that we now have. One is located at 3200 Edgewood Ave. N. and the other is at 5724 56th Ave. N. The property on 56th was rezoned from B-1A to R-1 in 1973 so that a new home could be built with a chiropractic office in the basement. The basement level totally is 1680 square feet and the office takes up approximately 1100 square feet of that area. This 1100 square feet is broken up into 10 different rooms. The site plan approved also shows 5 regular parking spaces plus 1 handicap. This area is blacktopped. I have been unable to find out anything regarding the one at 3200 Edgewood Ave. N.

SEC 20. TII8. R.21

Request: Applicant requests a variance on the above described property from Section 515.19, Subdivision 3, Part C of the Zoning Ordinance, as ammended, which requires, "No other than persons residing on the premises shall be employed and no mechanical equipment shall be employed that is not custimarily found in the home and no more than one room may be devoted to home occupation use." Also, "No home occupation shall be permitted which results in or generates more traffic than one car for off street parking at any one given point in time and "Permissible home occupations include, but are not limited to the following: art studio, dressmaking; special offices of a clergyman, lawyer, architect, engineer, accountant, or real estate agent or appraiser, when located in a dwelling unit occupied by the same; and teaching, with muscial, dancing and other limited to one pupil at a time."

 The plan is to have a professional office for a single doctor in the home and strict application of the zoning ordinance would result in practical difficulties and unnecessary hardships inconsistent with its general purpose and intent.

"The requirement that no other than persons residing on the premises be employed.." My business is family oriented and my daughters work for me. I have never employed more than 3 persons since being in business of 20 years. One daughter does not live at home any more. I wish this part of the Zoning Ordinance to be amended to allow no more than 2 employees who reside off the premises.

The requirement that "no mechanical equipment shall be employed that is not customarily found in the home" is not practical for the type of business I am in. There is special equipment required and necessary for my business. None of the equipment is noisy or would be noticeable to the neighboring properties. I therefore seek a variance to this requirement.

The requirement that "no more than one room may be devoted to home occupation is an unnecessary hardship due to the fact that I have male and female client who disrobe preparing for treatment. To do this in one room would be a practical difficulty. I therefore seek a variance to the one room requirement. As a single doctor I will not be able to see more than one patient at a time but I need to have more than one room for patient preparation.

The requirement that"no home occupation shall be permitted which results in or generates more traffic than one car for off street parking at any one given point in time." There is over 200' of bituminous driveway which if widened would provide up to 10 parking spaces which would be greater than the intended use. The intended use would at the most have 5 cars at any one time.

The permissable home occupations include but are not limited to the following: Licenced Health service Professional, art studio, dressmaking.etc.... I wish To Ammund the City Lode to include this on properties more than 7500 55 ft.

 There are exceptional circumstances and conditions that are applicable to the property involved that do not apply generally to other property in the same zone or neighborhood.

The subject property is heavily wooded and screened from the neighbors to the North and South. The size of the property and contiguous lots that will be owned constitute 22,200 35,616 17,743 respectively and total 75,559 square feet. The subject property accesses off Winnetka Avenue North a 4 lane Street to the East. The subject property is across from an Industrial shopping area which makes this property more suitable for it's intended use, as a single doctor's office.

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

ROUGH DRAFT, 5-3-90

AMENDMENT TO ZONING CODE SECTION 515.27 SUBDIVISION 4, HEADING SUBSECTION H.

Medical offices, professional offices, office of a clergyman or dance or music studio attached to an R-1 dwelling, where the operator of the business is the owner/occupant of the attached residence:

- The site and related parking and service entrances are served by an arterial or collector street of sufficient capacity to accommodate the traffic which will be generated.
- Adequate off-street parking provided in compliance with Subsection 515.09 of this code.
- 3. Adequate off-street loading is provided in compliance with Subsection 515.11 of this code.
- 4. Vehicular entrances to parking or service areas shall create a minimum of conflict with through traffic movement.

- 5. When abutting an R-1, R-2 or R-3 district, a buffer area with screening and landscaping in compliance with Subsection 515.07, subdivision 9 of this code shall be provided.
- 6. All signing and information or visual communication devices shall be in compliance with Section 406 of the City Code.
- 7. The provisions of Subsection 515.53, subdivision lE are considered and satisfactorily met.
- Lot area is a minimum of _____ square feet.

JAO:jt

DATE: June 14, 1990

TO: Jerry Dulgar, City Manager

FROM: Bill Barber, Building Inspector

SUBJECT: 2711 Vera Cruz Ave. N. - #90-23 & #90-24

Rezoning property from R-1 to R-2 and variance to

lot width

Albert Blazevic of Cottonwood Construction is requesting that the property be rezoned from R-1 to R-2. This would allow a 2 family dwelling to be built on the property. The lot has approximately 13,277 square feet which exceeds the minimum of 12,500 square feet.

The variance being requested is based on the R-2 zoning which requires a lot frontage of 100 feet. The lot is 10 feet less or 90 feet.

The soil conditions on this lot are less than desirable for building a structure on without proper soil preparations. There will be pilings driven down to support the house.

As the applicant has stated on the application, there is alot more traffic and noise on Highway 100 and probably will increase with the upgrading. It probably would be difficult to sell a single family home given the noise.

This lot is located in a flood plain but after discussing this with the applicant and Bill Monk, the required elevations above flood level and necessary water storage can be accomplished.

I think that these requests are reasonable given the conditions. I will answer any questions at the meeting. Mr. Blazevic should be present as well.

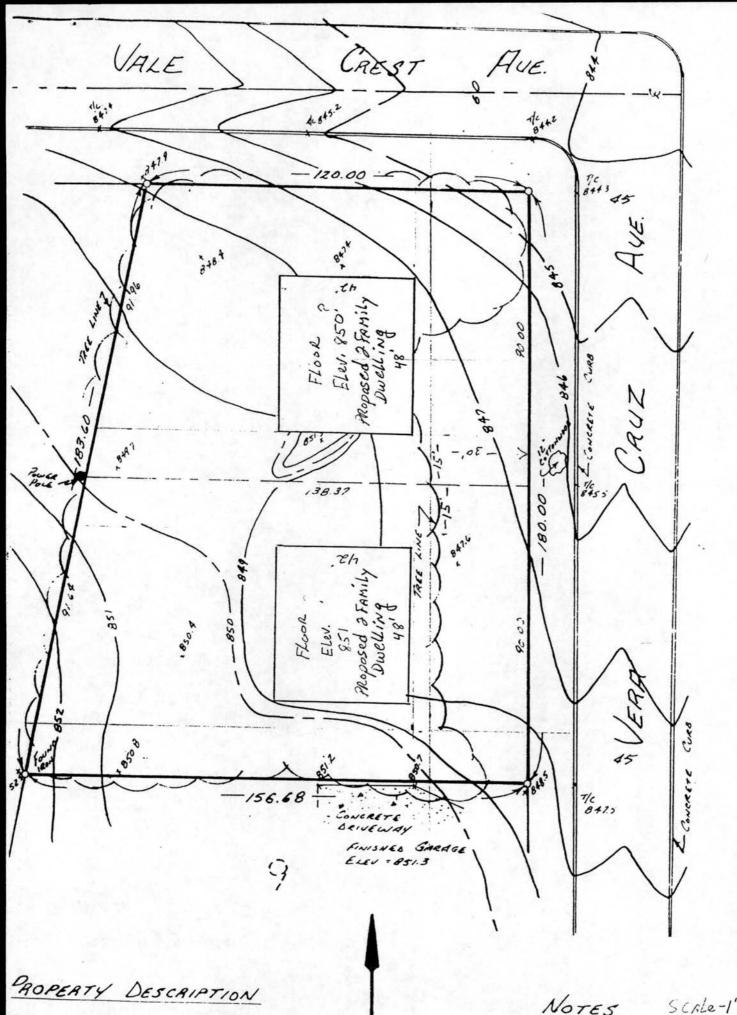
Update from Planning Commission of June 11, 1990

The Planning Commission recommended denial of these requests. They seemed to be very concerned with the flood plain area. As stated previously, that item has been addressed. The Planning Commission findings of fact were:

- Needs to stay R-1
- Concerned about liability of the City if allowed and area gets flooded
- Concerned about building near the flood plain
- 4. Felt that there would be a character change to neighborhood
- 5. Property could be put to reasonable use as R-1

Mr. Blazevic stated that he would have about \$30,000 into each lot just to be ready to build a house. He is proposing a double home about \$140,000 in value. He stated that he didn't feel that people would be willing to buy and live there as a single family homeowner given the traffic and noise on Highway 100.

kk BBulu



BLOCK 7, WESTBROOK

NoTES Scale-1"=30. = DENOTES RON FIPE

DATE: June 14, 1990

TO: Jerry Dulgar, City Manager

FROM: Bill Barber, Building Inspector

SUBJECT: 2721 Vera Cruz Ave. N. - #90-25; #90-26; #90-27

Rezoning property from R-1 to R-2, variance to lot

width of R-2 zoning and variance to lot square

footage

Albert Blazevic of Cottonwood Construction is requesting that this lot be rezoned from R-1 to R-2. This would allow a 2 family dwelling to be built on the property.

Two variances are being requested based on the R-2 zoning. One is to allow a 90 foot frontage in lieu of the 100 foot required. The second variance is to allow a lot size approximately 873 square feet less than the 12,500 square feet required.

The soil conditions on this lot are less than desirable for building a structure on without proper soil preparations. These will be pilings driven down to support the house.

As the applicant has stated on the applications, there is alot more traffic and noise on Highway 100 and probably will increase with the upgrading. Again it probably would be difficult to sell a single family home given the noise.

This lot also is located in a flood plain but after discussing this with the applicant and Bill Monk, the required elevation above flood level and necessary water storage can be accomplished.

I think that these requests are reasonable given the conditions. I will answer any questions at the meeting. Mr. Blazevic should be present as well.

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- 1. Needs to stay R-1
- Concerned about liability of the City if allowed and area gets flooded
- Concerned about building near the flood plain
- 4. Felt that there would be a character change to neighborhood
- 5. Property could be put to reasonable use as R-1

Mr. Blazevic stated that he would have about \$30,000 into each lot just to be ready to build a house. He is proposing a double home about \$140,000 in value. He stated that he didn't feel that people would be willing to buy and live there as a single family homeowner given the traffic and noise on Highway 100.

kk Mikagher

DATE: June 14, 1990

TO: Jerry Dulgar, City Manager

FROM: Bill Barber, Building Inspector

SUBJECT: 5530 Quail Ave. N. - #90-28

Variance request for a 3 foot side yard setback

for attached garage

Joseph Miller is requesting a setback of 3 feet from side yard instead of the required 5 feet. They have an existing 14 foot by 22 foot attached garage and would like to expand it to a 2 car garage. The addition proposed is 6 feet by 22 feet. This addition would put back the corner of the new garage within 3 feet of the property line and the front corner about 5 feet. The existing house/garage has a hip roof with a 2 foot overhang.

If the variance is granted for an addition, the overhang along the north side would only be permitted to be 12 inches. This would leave a 2 foot setback from property line to the overhang. The neighbors house to the north has bedrooms adjacent to this garage.

The original survey shows a 10' setback but the homeowner will need to verify exact setbacks, I will be requesting that the property corner irons along the north be visible at the time of footing inspection.

I don't have a problem with this request as the State Building Code covers what can and can't be done based on the setbacks.

Update from Planning Commission of June 11, 1990

The Planning Commission recommended to Council approval of this request. Their findings of fact were:

- Several precedents where Commission has allowed
- 2. Asset to Community by improvement
- 3. Adjacent neighbor's structure is good distance away.
- 4. No complaint from neighbors
- 5. Adds value to property

BR/kk

alfactur

MINDER ENGINEERING CO., INC.

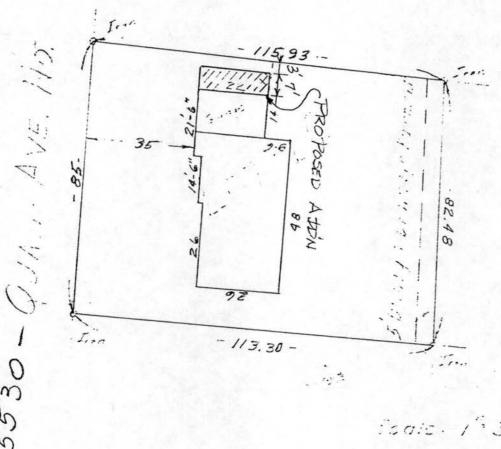
ENGINEERS AND SURVEYORS

LAND SURVEYING CIVIL & MUNICIPAL ENGINEERING LAND PLANNING

G418-5GTH AVENUE N. MINNEAPOLIS 27, MINN. KE 7-3637

Certificate of

L.Z. Carlson Home Briting Corp.



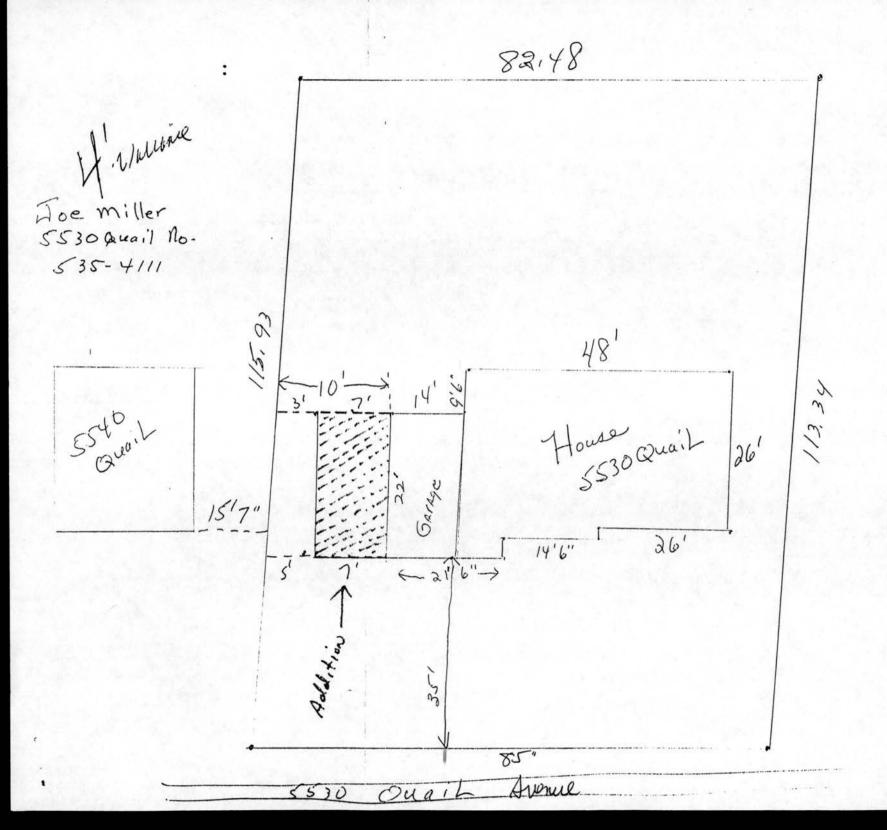
LOT 10, BLOCK 2, TWILL LAKE MILLS

WE HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY OF THE BOUNDARIES OF THE LAND ABOVE DESCRIBED AND OF THE LOCATION OF ALL BUILDINGS, IF ANY, THEREON, AND ALL VISIBLE ENCROACHMENTS, IF ANY, FROM OR ON SAID LAND.

	/	Total Contract of the Contract
DATED THIS	_ DAY OF	A.O.155 7

MINDER ENGINEERING CO., INC.

by 1/2 . r . 1



Lut10
Block 2
Twin Lake Mone

DATE: June 14, 1990

TO: Jerry Dulgar, City Manager

FROM: Bill Barber, Building Inspector

SUBJECT: 4501 Maryland Ave. N. - #90-29

Request for variance to side street side yard

setback

John Hagel, homeowner, is requesting a variance to 515.13 Subd. 3 (2) ii which requires 25 foot setback. The lot is 75 feet in width. Mr. Hagel is proposing to build a 10'x16' deck. The existing house sits 22' from the side street side yard property line which will leave approximately 11' from the deck to the property line.

I do not see this as being a problem since a 60' lot on the same corner would only require a 10' side street side yard setback.

I would recommend that this request be granted.

Update from Planning Commission of June 11, 1990

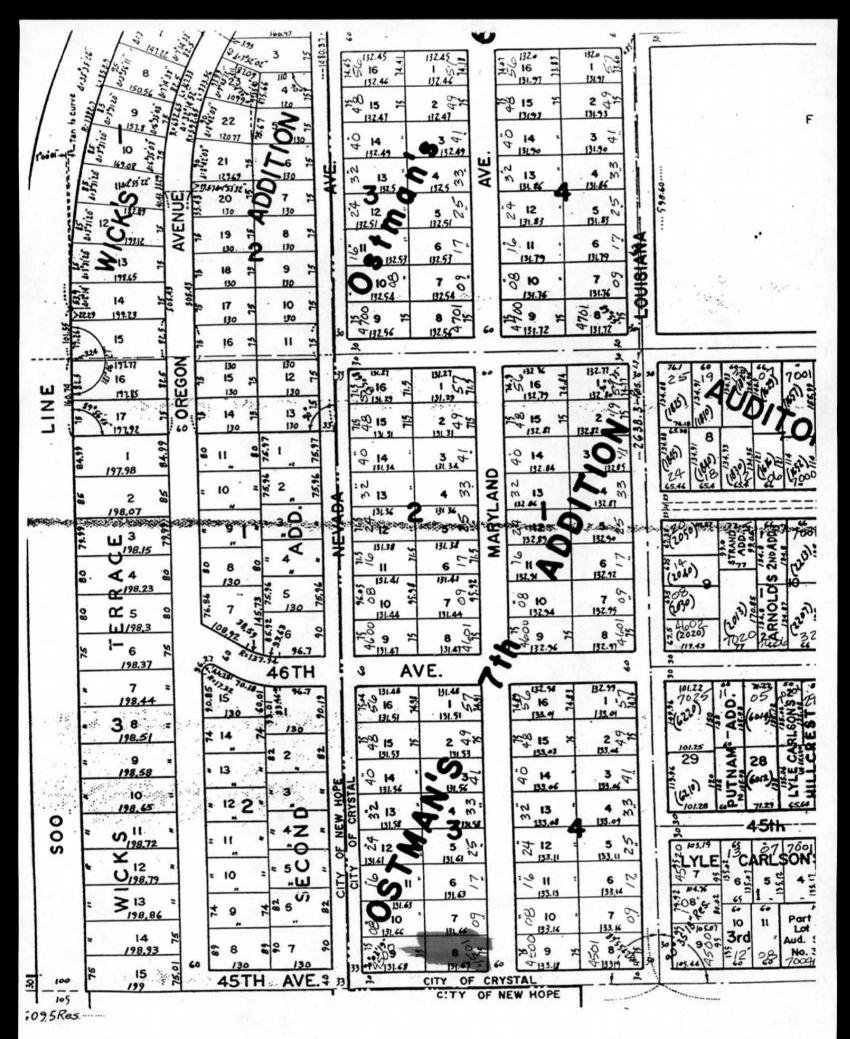
Planning Commission has recommended the 14' variance be approved. Their findings of fact were:

- 1. The deck will not affect site lines on corner
- Good addition to property
- 3. Small variance request

I'm sure Mr. Hagel will be present at the meeting.

BB/kk

aBular



ADDRESS 4501 Maryland Ave No.

L. D. Lot 8, Block 3 Ostman's 7th Add

G. CONTRACTOR OSTMAN HOME BLOR'S. INC.

WIRING CONTRACTOR Haver Elee.

PLBG. CONTRACTOR Kluck + Stegora.

HTG. CONTRACTOR Superiex Furasce.

11.01.

4501 Mary Lond

DATE: June 14, 1990

TO: Jerry Dulgar, City Manager

FROM: Bill Barber, Building Inspector

SUBJECT: 5413 Xenia Ave. N. - #90-30

Requesting a variance to front yard setback of a

detached garage

The homeowner, Mr. & Mrs. William Cadreau, are requesting a 9' variance to the 75' front yard setback for a detached structure. The ordinance requires that the structure be located on the back half of the lot, not to exceed 75'. This lot is 170' deep which would require 75'.

The new garage as proposed will be behind the front line of the house by 6'. The existing house now is located approximately 60' from the front setback. The garage will meet the side yard setback requirements as well as setback from the house.

I do not see a problem with allowing a setback of less than the 75' as long as the front of the garage is behind the front line of the house. If the garage were attached to the house, it could be within 30' of the front lot line.

I will try and answer any questions you have at the meeting. I'm sure the homeowner will be present also.

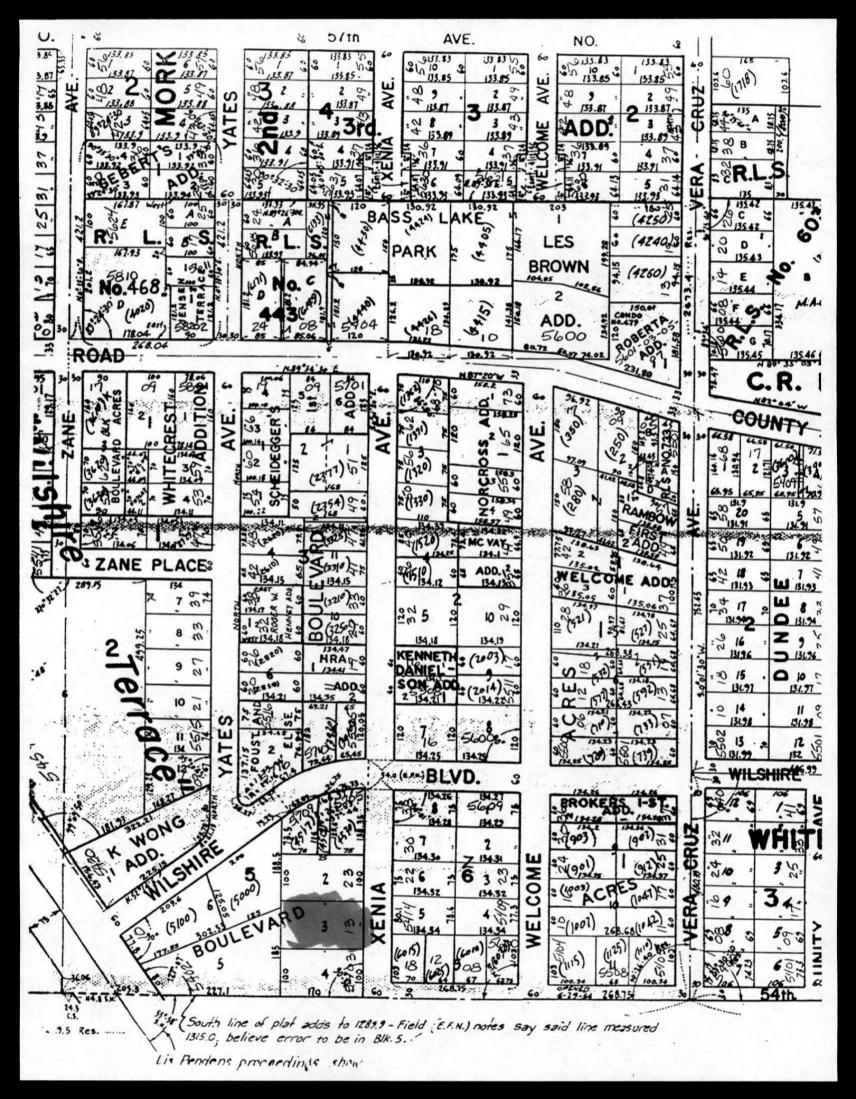
Update from Planning Commission of June 11, 1990

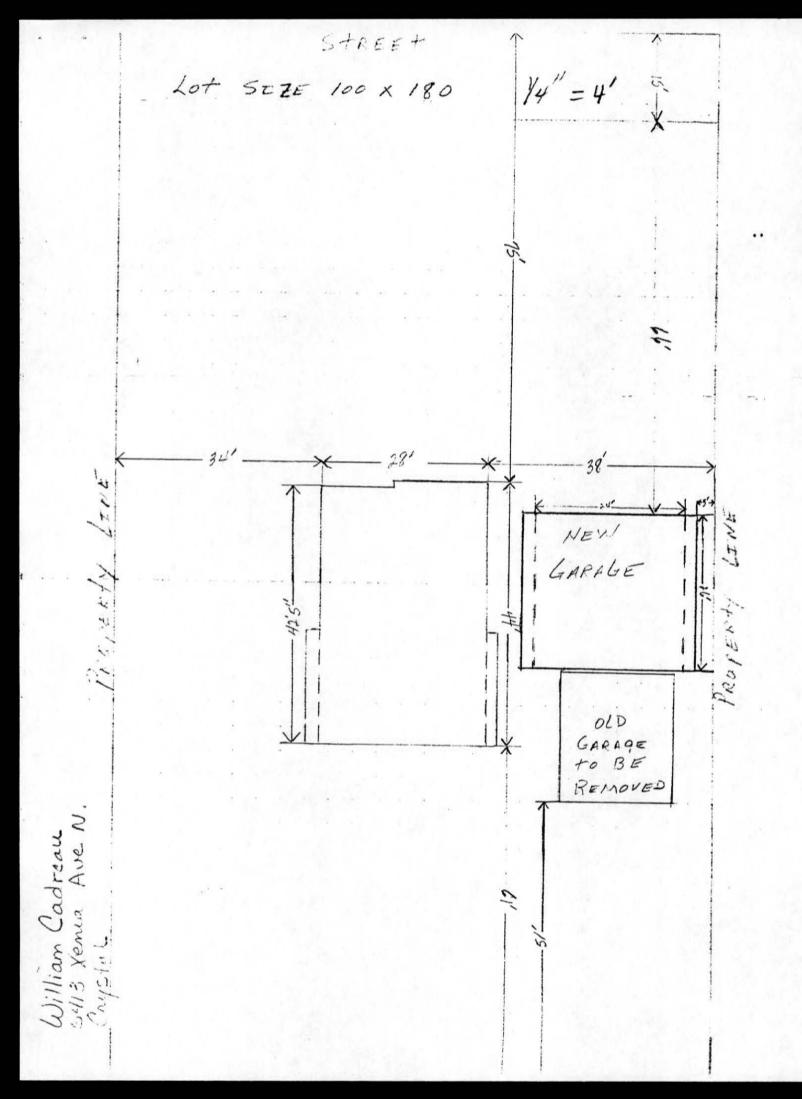
The Planning Commission recommended approval by Council of the variance request for 9' front setback of a detached garage. Their findings of fact were:

- 1. Improvement to property
- 2. No neighbor oppositions

BR/VV

Whather





ORDINANCE NO. 90-

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

THE CITY OF CRYSTAL ORDAINS:

Section 1. The zoning district classification of the following described land is hereby changed as follows:

Description of Land:

P.I.D. #09-118-21-22-0024 located at 5257 Hanson Court - Lot 3, Block 2 Hanson's Addition

Present Classification:

B-3, Auto-Oriented Commercial

New Classification:

I-2, Heavy Industrial

Section 2. The Zoning Administrator is authorized and directed to make the appropriate changes in the Zoning District map on file in the office of the City Clerk in accordance with Crystal City Code, Appendix I, Section 515.17, Subdivision 2.

Section 3. This ordinance is effective in accordance with Subsection 110.11 of the City Code.

First Reading: June 5, 1990	
Passed by the City Council:	
	Mayor
ATTEST:	
City Clerk	

(Published in the Crystal-Robbinsdale Post News , 1990)



CRYSTAL FIREFIGHTERS RELIEF ASSOCIATION

Crystal, Minnesota

June 11 , 1990

Jerry Dulgar Crystal City Manager 4141 Douglas Drive Crystal Minnesota

RE: Crystal Firefighters Relief Association Bylaw changes

Dear Jerry :

Due to increases in the pension benefits paid to members of the Relief Association, changes in our bylaws had to be made. Attached you will find a copy of our old and new bylaws, outlined in yellow are the sections that were changed and must be approved by the city council. We would appreciate this matter being added to the City Council agenda at the next possible meeting.

Thank You

Mark Warnack Secretary Crystal Firefighters Relief Assoc.



CRYSTAL FIREFIGHTERS RELIEF ASSOCIATION

Crystal, Minnesota

BYLAWS OF THE

CRYSTAL FIREFIGHTERS RELIEF ASSOCIATION

CITY COUNCIL APPROVAL AUGUST 1988

AMENDED AND REVISED JANUARY 1990

ARTICLE I

PURPOSE

Section 1. The purpose of the Association shall be to provide disability, pension, and death benefits to members, their widows and children.

ARTICLE II

MEMBERSHIP

Section 1. Any regular active member of the Crystal Fire Department shall be eligible to apply for membership in this association.

Section 2. Written application may be made at any regular or special meeting of the Board of Trustees for consideration. The Board of Trustees shall conduct an investigation to determine if the applicant, due to some medically determinable physical or mental impairment or condition, would constitute for the association a predictable and unwarranted risk of liability for benefits at an earlier than the minimum age specified for receipt of a service pension. If no such impairment or condition exists, the Board of Trustees shall appoint the applicant to membership in the association.

Section 3. Resignation or expulsion from the Crystal Fire Department or moving from the vicinity of the City of Crystal to take up residence elsewhere, shall terminate the membership of the member so resigning, expelled, or removing; provided, however, that any member who has served for at least the minimum number of years required by Article IX of these bylaws for vesting of pension rights as an active member of the Crystal Fire Department shall retain membership in this association, regardless of resignation, expulsion, or removal,— exempt from payment of dues and such other regulations which may be from time to time imposed. Membership shall terminate when payment of a lump sum service pension or a lump sum total disability pension has been approved by the Board of Trustees.

Section 4. Any member who shall, in the opinion of a majority of the members of the Board of Trustees, fraudulently claim benefits from, or defraud or attempt to defraud the association in any way, shall be suspended from membership by the board, and shall forfeit all further rights to benefits from the association.

Section 5. Any suspended member can only be reinstated upon application for reinstatement in writing, presented at a regular or special meeting of the association, accompanied by a sum of money equal to the amount which would have been payable during the period of suspension, upon the favorable vote of 2/3 of the members present and voting at such meeting, providing that a quorum is present.

Section 6. Any former member whose pension rights became vested before such member resigned from the Crystal Fire Department may maintain membership in the association as a Social Member.

Section 7. A Social member is any former member who wishes to maintain membership in the Association who has received or is receiving a pension benefit.

ARTICLE III

BOARD OF TRUSTEES

Section 1. The Board of Trustees shall be composed of the following nine persons: a President, a Vice President, a Secretary, a Treasurer, and two general trustees, each of whom shall be elected at the annual meeting of the association from its members, for a two year term as specified in this Article, or until his successor has been elected and qualified, and the statutory ex officio members; the Chief of the Crystal Fire Department, the Mayor, and the city clerk or the finance director of the City of Crystal. Ex officio trustees shall have all of the rights, duties, and responsibilities as the elected trustees, except the right to be an officer of the Association. One of the elected members of the Board of Trustees may be a retired member who is on the deferred or the early vested pension roll or is receiving a monthly pension.

Section 2. The terms of office of the general trustees and the officers shall be arranged as follows: one general trustee, the President, and the Treasurer shall be elected for two year terms at

the elections held during the annual meeting in even numbered years; and one general trustee, the Vice President, and the Secretary shall be elected for two year terms at the elections held during the annual meeting in odd numbered years. If a vacancy, other than a vacancy caused by removal for cause of an officer or trustee, occurs during the term of office of any officer or trustee, the remaining members of the Board of Trustees shall elect a member of the association to serve for the unexpired term of the vacated position.

Section 3. A general trustee or officer may be removed for cause. Cause for removal shall include, but shall not be limited to, the breach of the duties as set forth in Articles III and IV of these bylaws. One or more of the trustees or officers may be removed at a meeting of the membership which has been called for that purpose by a 2/3 vote of those present and voting at such meeting, provided a quorum is present. Notice of the meeting at which removal is to be considered shall be given to each member and shall include the purpose of the meeting. The general trustee or officer shall be furnished with a statement of the particular charges at least five days before the meeting is to be held. At the meeting, the general trustee or officer shall be given an opportunity to be fully heard as to each charge. If a general trustee or officer is removed, a replacement shall be elected at the same meeting, and such replacement shall serve out the unexpired term of the removed general trustee or officer.

Section 4. It shall be the duty of the Board of Trustees to provide for the safe and profitable investment of the unappropriated funds of the association, and whenever investments are made, to investigate and pass upon the securities offered and to attend to the drawing up and execution of the necessary papers. The board shall order an audit of the books and accounts of the secretary and the treasurer annually, according to law, and shall submit a written report of the condition of the association to the members annually.

Section 5. The investment of the funds of the association shall be in the exclusive control of the Board of Trustees, in conformance with state statutes.

section 6. The members of the Board of Trustees shall act as trustees with a fiduciary obligation to the members of the association, to the City of Crystal, and to the State of Minnesota.

ARTICLE IV

DUTIES OF OFFICERS

Section 1. It shall be the duty of the President to attend and to preside at all meetings of the association and the Board of Trustees. The President shall enforce the due observance of the Articles of Incorporation and the bylaws and see that the other officers properly perform the duties assigned to them. The President shall sign all

checks issued by the Treasurer and all other papers which require the presidents signature. The President shall be a member of all committees except the Aid Committee, and shall exercise careful supervision over the affairs of the association. The President shall receive such salary as may be fixed from time to time by the Board of Trustees, subject to approval of the association, and payable from the Special Fund of the association.

Section 2. It shall be the duty of the Vice President to perform the duties of the President in the Presidents' absence. In the absence of both the President and the Vice President, it shall be the duty of the association to elect a President Pro Tem, who shall perform the duties incident to the office.

Section 3. It shall be the duty of the Secretary to keep a true and accurate record of the proceedings of all meetings of the association and of the Board of Trustees. The Secretary shall keep a correct record of all amendments, alterations and additions to the Articles of Incorporation or the bylaws in a separate book from the minute books of the association. The Secretary shall cause due notice of all special meetings of the association and of the Board of Trustees to be The Secretary shall receive all moneys due the association and pay the same over to the Treasurer, taking a receipt for the same, and failing to do so, may be impeached and expelled from the association. The Secretary shall keep a roll of membership, with the date of joining, resignation, discharge, leaves of absence, dues and assessments paid, and relief or pensions furnished. The Secretaries books shall be at all times open to inspection by the Board of Prior to entering upon the duties of the office, bond shall Trustees. be given in such amount and with such sureties as may be required and approved by the Board of Trustees. Such bond shall be paid for from the Special Fund of the association. The Secretary shall sign all orders for payment issued to the Treasurer, and jointly with the Treasurer, prepare and file all reports and statements required by The Secretary shall receive such salary as may be fixed from . time to time by the Board of Trustees, subject to approval of the association, and payable from the Special Fund of the Association.

Secretary all funds belonging to the association and hold them subject to the order of the President and countersigned by the Secretary. The Treasurer shall keep separate and distinct accounts of the Special and General Funds, and shall prepare and present to the Board of Trustees a statement of the assets and liabilities of each fund at each meeting of the Board of Trustees, and prior to the annual meeting of the association. Failing in these obligations, may be impeached and expelled from the association. The Treasurer shall deliver to a successor in office, or to any committee appointed by the Board of Trustees to receive the same, all moneys, books, papers and other items pertaining to the office immediately upon expiration of the term of office. Prior to entering upon the duties of office, bond shall be given in such amount as required by law, and with such sureties as may

be required and approved by the Board of Trustees. Such bond shall be paid for from the Special Fund of the association. Jointly with the Secretary, the Treasurer shall prepare and file all reports and statements required by law. The Treasurer shall receive such salary as may be fixed by the Board of Trustees from time to time, subject to approval of the association, and payable from the Special Fund of the association.

Section 5. There shall be an Aid Committee, composed of the Vice President and two other members of the association, who may or may not be members of the Board of Trustees, appointed by the President. The Vice President shall be the chairman of this committee. The duty of the committee shall be to make provision for the assistance to be rendered to each sick or disabled member, and to the survivors of any deceased member.

ARTICLE V MEETINGS

Section 1. The annual meeting of the association, for the election of officers and trustees, and other business, shall be held on the second Sunday in December each year. Any member who seeks an elective position in the association shall file for said position between the dates of November 10 and 5 days preceding the annual meeting at which elections for the position which is sought shall be held. Filing shall be in written form submitted to the Filing Officer who has been appointed by the President. No member shall file for more than one position for any one election. A current member of the Board of Trustees who seeks an office other than the one currently held shall resign from the current position at the time of filing for another position.

Nominations may also be made from the floor at the meeting which the election will be held. All elections shall be made by ballot. A member who cannot be present at the election of officers and trustees, may obtain an absentee ballot from the Secretary.

Section 2. Monthly meetings of the association shall be held on alternating second Sundays and Mondays of each month.

Section 3. The Board of Trustees shall hold regular quarterly meetings, and it shall hold its annual meeting immediately following the annual meeting of the association.

Section 4. Special meetings of the association or the Board of Trustees may be called by the President, or two members of the Board of Trustees and shall also be called upon written request of six members of the association. Members or trustees shall be notified by the Secretary of such meetings, and the object of the meeting shall be contained in such notice.

Section 5. A majority of the Board of Trustees then in office, or

40% of the members of the association shall constitute quorums for the transaction of business at their meetings. Less than a quorum may adjourn a meeting to a future time, which the Secretary shall make known to all affected members.

Section 6. All reports of Special Committees and resolutions shall be submitted in writing, and no report shall be accepted unless it is the report of the majority of a committee, provided, however, that a minority shall be permited to present its views in writing.

Section 7. All meetings shall be conducted according to Robert's Rules of Order, as revised.

Section 8. The Order of Business shall be as follows:

Call to Order

Roll Call

Reading of minutes of previous meeting

Reading of minutes of meetings of board of directors

Reading of reports of special committees

Reports of Officers

Propositions for membership { board of trustees meeting }

Reports of standing committees

Unfinished business

Election of trustees and officers { annual meeting }

New business

Adjournment

Section 9. Each member who is currently in good standing and who is present at a meeting shall be entitled to one vote on any matter voted upon by the members at such meeting. The act of a majority, provided a quorum is present, shall serve as a recommendation to the Board of Trustees.

Section 10. There shall be Aids Committees established to assist with the operation and functions of the association, appointments of these committees shall be made at the annual meeting.

ARTICLE VI FUNDS

Section 1. The funds received by the association from dues, fines, entertainments, and other miscellaneous sources shall be kept in the General Fund of the association on the books of the Secretary and the Treasurer, and may be disbursed for any purpose reasonably related to the welfare of the association or its members, as authorized by a majority of the members present and voting at any annual, regular or special meeting of the members.

Section 2. All funds received by the association from any tax sources, and all funds or property donated or granted to the association for the benefit of this fund shall be kept in a Special Fund on the books of the Secretary and the Treasurer and shall not be disbursed for any purpose except those specifically authorized by law.

Section 3. No disbursement of funds of this association shall be made except by checks drawn by the Treasurer, or City Treasurer and countersigned by another Board Officer. Except when issued for salaries, pensions and other fixed charges, the exact amount of which has previously been determined and authorized by the Board of Trustees (or the members, in case of disbursements from the General Fund), no check shall be issued until the claim to which it relates has been approved by the Board of Trustees.

Section 4. All money belonging to the association shall be deposited to the credit of the association in such banks, trust companies, savings and loan associations, or other depositories as the Board of Trustees may designate.

ARTICLE VII

APPLICATION FOR BENEFITS

Section 1. All applications for relief or pension benefits shall be made in writing on forms furnished by the Secretary.

Section 2. All applications for disability benefits shall be submitted to the Board of Trustees at a regular or special meeting of the board. The application shall be accompanied by a certificate from the attending physician or surgeon setting forth the nature of the illness or injury, the cause and duration thereof, the length of time the applicant has been unable to perform any of the duties connected with their regular occupation and those of a firefighter, and an estimate of the time at which the applicant will be able to return to their regular occupation and to perform the duties of a firefighter.

Section 3. All applications for pensions shall be submitted to the Board of Trustees at a regular or special meeting of the board. Applications shall be verified by an oath of the applicant and shall state the age of the applicant, the period or periods of service in, and the date of retirement from, active duty in the Crystal Fire Department, the length of time they have been a member of the association, and such other information as the Board of Trustees may require.

Section 4. No benefits or pensions shall be paid until the application therefor has been approved by a majority vote of the Board of Trustees. Decisions of the board shall be final as to the payment of such benefits or pensions. No other benefits shall be paid to or on behalf of any member who has received a lump sum service pension.

Section 5. For purposes of computing benefits or pensions payable under Articles VIII, IX, X, AND XI a "year of service" shall be defined as a period of 12 full months of active duty in the Crystal Fire Department, beginning on the date when the member became an active firefighter in said fire department. If a member's period of

active service has not been continuous, parts of years shall be added together to compute full years. All leaves of absence of more than 90 days shall be excluded in computing the period of active service time.

ARTICLE VIII

SICK AND DISABILITY BENEFITS

Section 1. A member of the association who is on active duty in the Crystal Fire Department, who becomes sick or disabled while serving in a fire service connected capacity, to the extent they are unable to perform any of the duties of their regular occupation, and who is under a physicans care for 7 consecutive days or more, shall be entitled to a benefit of \$10.00 per day commencing with the 1st day of such illness or disability, but the total amount of temporary disability payments for any one disability shall not exceed \$1,000.00. Applications for short term disability payments shall be made by or on behalf of the applicant within 10 days after the disability commences, and no disability benefits shall be paid for a period which covers more than 3 days before the application is made.

Section 2. If a member of this association shall become totally and permanently disabled, to the extent that a physician or surgeon acceptable to the Board of Trustees shall certify that such disability will permanently prevent said member from performing their duties in the Crystal Fire Department, the association shall pay each month to such member during the period of such total disability the sum of \$17 for each year that he served as an active firefighter in the Crystal Fire Department. If such total disability continues to the time when the member reaches the age of 50 years, the disability benefit shall be converted to a service pension, the amount of which shall be calculated according to the number of years that the member served as an active firefighter in the Crystal Fire Department. A totally disabled member shall have the right to select and receive a lump sum disability pension of \$2,500 for each year of active service in lieu' of a monthly disability pension. If a member who has received a lump sum disability pension should subsequently recover and return to active duty in the Crystal Fire Department, any amount paid to him as a disability pension shall be deducted from the amount of a future service or disability pension.

ARTICLE IX

DEATH BENEFITS

Section 1. Upon the death of any member who is an active firefighter in the Crystal Fire Department at the time of death, the association shall pay to the surviving spouse, if any, and if there is no surviving spouse, to the surviving child or children, if any, and if no child or children survive, to the estate of such deceased member

the sum of \$1,500 for each year that the deceased member served as an active firefighter in the Crystal Fire Department; but in no case shall such death benefit be less than \$7,500. Upon the death of a retired member who was receiving a monthly pension at the time of death, the association shall pay to the named beneficiary, or the surviving spouse, or the estate of such deceased member, the sum of \$2,000. No death benefit shall be paid on behalf of a deceased former member who had received either a lump sum service pension or a lump sum total disability benefit.

ARTICLE X

SERVICE PENSIONS AND SURVIVOR BENEFITS

Section 1. A member who has retained membership in the association for at least 10 years, and who has served as an active firefighter in the Crystal Fire Department for 20 years or more, and has reached the age of 50 years or more, shall be paid monthly until death the sum of \$17 for each year that he served as an active firefighter in the said fire department, to a maximum of \$510 per month.

Section 2. A member of the association who shall have served as an active firefighter in the Crystal Fire Department for at least 20 years, but has not reached the age of 50 years, may retire from said fire department and be placed on the deferred pension roll. When they reach the age of 50 years and provided that at that time they have been a member of the association for at least 10 years, upon application therefor they shall be paid monthly until death the sum of \$17 for each year that they served as an active firefighter in said fire department, to a maximum of \$510 per month. During the time that a member is on the deferred pension roll, they will not be eligible to receive any of the benefits provided for in Article VIII.

Section 3. Lump Sum Service Option. Any member who becomes eligible to receive a monthly service pension may, at the time of becoming eligible, irrevocably elect to receive a lump sum in lieu of any other benefits to which such member or member's survivor or survivors may be entitled, Such election, on a form provided by the Secretary, shall be presented to the Board of Trustees, together with the application for pension. The lump sum pension shall be calculated at \$2,500 for each year of active service performed by such member in the Crystal Fire Department, but no such pension shall exceed \$75,000.

Section 4. In the event of the death of an active firefighter or retired member who was receiving a monthly pension, the surviving spouse, if any, shall be paid monthly until death or remarriage, 1/2 of the monthly pension which such deceased member had earned at the time of death. If such member leaves a surviving minor child or children in addition to a spouse, such child or children, in the aggregate, shall be paid 1/2 of the monthly service pension which such member had earned at the time of death. Such payment shall cease when

the youngest surviving child reaches the age of 18 or remarries whichever event occurs first.

Section 5. Option in lieu of monthly pension and early vesting provision. A member of the association who has served for 10 years or more, but less than 20 years, as an active firefighter in the Crystal Fire Department may retire from said department and be placed on the early vested pension roll. Upon reaching the age of 50 years and attainment of at least 10 years of membership in the association, such member shall, upon application therefor, be paid in the following manner: [Amounts based on reduction factors contained in MN Statutes 424.02, sub. 2, for a lump sum pension of \$2500.00 per year of active service, or a monthly pension of \$17.00 per year of active service, after 20 years of service.]

ACTIVE SERVICE TIME AT LEAST BUT LESS THAN	SINGLE LUMP OR SUM PAYMENT	AMOUNT PER MONTH FOR REMAINDER OF LIFE
10 11 11 12 12 13 13 14 14 15 15 16 16 17 17 18	\$ 15,00.00 17,600.00 20,400.00 23,400.00 26,600.00 30,000.00 33,600.00 37,400.00	\$ 102.00 119.68 138.72 159.12 180.88 204.00 228.48
18 19 19 20	41,400.00 45,600.00	254.32 281.32 310.08

20 YEARS AND THEREAFTER 100 PERCENT

Section 6. If a member has selected a lump sum pension they shall be paid interest on the principal from the time of retirement to the age of 50 years, at the rate actually earned not to exceed 5% per annum.

Section 7. During the time that a member is on the early vested pension roll. they shall not be eligible to receive any of the benefits provided for in Article VIII. Lump sum pensions payable to members on the early vested pension roll shall be based on the amount payable in effect at the time of such early retirement.

Section 8. If a member who is on the vested pension roll dies before becoming eligible to receive the pension, the amount payable will be paid to the members beneficary.

Section 9. Any former member receiving a monthly service pension or is on the early vested or deferred pension roll, except members who have selected lump pensions, shall receive any increases in pension or special fund benefits which have been granted active members.

ARTICLE XI

GENERAL TRUST FUND

Section 1. Whenever any member of the association in good standing dies, retires, or resigns fron the Crystal Fire Department, they or their beneficiary shall be entitled to receive a lump sum payment from the general trust fund. As each member completes ten active years of service on the department, that member shall be entitled to receive \$250.00 for each completed year of service or the sum of \$2500.00. The member shall also receive \$250.00 per year for each completed year thereafter up to and including 20 years, providing that the members of the Association continue to earn sufficient funds to support said trust fund. Said payment will be made to the member upon acceptance by the Board of Trustees of the member's letter of resignation, or, in case of a member's death, the Board is authorized to pay the beneficiary after receipt of proof of death.

Section 2. As each member completes the tenth year of service, the Board of Trustees will provide for the transfer of \$2500.00 from the General Fund to the General Trust Fund to the credit of the specific member. As each member who has completed ten years of service on the Department completes each additional year of service thereon, the Board shall provide for the transfer of an additional \$250.00 from the General Fund to the General Trust Fund to the credit of the specific member. No withdrawls from the General Trust Fund whatsoever, may be made for any purpose but for the payment of the benefits described above or for the investment and reinvestment of the funds.

ARTICLE XII

AMENDMENTS

Section 1. The Bylaws of the association may be amended, altered, or replaced by a 2/3 vote of the members present at any annual or special meeting, provided that written notice of intent to amend, alter, repeal, or replace the Bylaws has been given to each member or mailed to each member at their last known address at least 30, but no more than 45 days prior to the date set for such meeting, and provided further, that if such amendment or alteration shall change the amount of benefits or pensions to be paid from the Special Fund, approval of the Council of the City of Crystal shall be obtained, as required by law, before such alteration or amendment shall become effective.

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BYLAWS OF THE

CRYSTAL FIREFIGHTERS' RELIEF ASSOCIATION

ARTICLE I

PURPOSE

Section 1. The purpose of the Association shall be to provide disability, pension, and death benefits to members, their widows and children.

ARTICLE II

MEMBERSHIP

Section 1. Any regular active member of the Crystal Fire Department shall be eligible to apply for membership in this association.

Section 2. Written application may be made at any regular or special meeting of the Board of Trustees for consideration. The Board of Trustees shall conduct an investigation to determine if the applicant, due to some medically determinable physical or mental impairment or condition, would constitute for the association a predictable and unwarranted risk of liability for benefits at an age earlier than the minimum age specified for receipt of a service pension. If no such impairment or condition exists, the Board of Trustees shall appoint the applicant to membership in the association.

Section 3. Resignation or expulsion from the Crystal Fire Department or moving from the vicinity of the City of Crystal to take up residence elsewhere, shall terminate the membership of the member so resigning, expelled, or removing; provided, however, that any member who has served for at least the minimum number of years required by Article IX of these bylaws for vesting of pension rights as an active member of the Crystal Fire Department shall retain membership in this association, regardless of resignation, expulsion, or removal, exempt from payment of dues and such other regulations which may be from time to time imposed. Membership shall terminate when payment of a lump sum service pension or a lump sum total disability pension has been approved by the Board of Trustees.

Section 4. Each member shall pay to the association annual dues, as established from time to time at a regular meeting of the association, payable on or before the date of the annual meeting of each year. A new member whose application for membership has been approved after

July 1 shall not be required to pay dues for the remainder of the year of appointment.

Section 5. Any member of the association who fails to pay the dues within 30 days of the time when such payment was due, stands suspended from membership and forfeits all rights and benefits thereunder by such non-payment without any action by the association, or any officer thereof.

Section 6. Any member who shall, in the opinion of a majority of the members of the Board of Trustees, fraudulently claim benefits from, or defraud or attempt to defraud the association in any way, shall be suspended from membership by the board, and shall forfeit all further rights to benefits from the association.

Section 7. Any suspended member can only be reinstated upon application for reinstatement in writing, presented at a regular or special meeting of the association, accompanied by a sum of money equal to the amount which would have been payable during the period of suspension, upon the favorable vote of 2/3 of the members present and voting at such meeting, providing that a quorum is present.

Section 8. Any former member whose pension rights became vested before such member resigned from the Crystal Fire Department may maintain membership in the association as a Social Member.

Section 9. A Social Member is any former member who wishes to maintain membership in the Association and is on the deferred or the early vested pension roll or is receiving a monthly pension.

ARTICLE III

BOARD OF TRUSTEES

Section 1. The Board of Trustees shall be composed of the following nine persons: a President, a Vice President, a Secretary, a Treasurer, and two general trustees, each of whom shall be elected at the annual meeting of the association from its members, for a two year term as specified in this Article, or until his successor has been elected and qualified, and the statutory ex officio members; the Chief of the Crystal Fire Department, the Mayor, and the city clerk or the finance director of the City of Crystal. Ex officio trustees shall have all of the rights, duties, and responsibilities as the elected trustees, except the right to be an officer of the Association. One of the elected members of the Board of Trustees may be a retired member who is on the deferred or the early vested pension roll or is receiving a monthly pension.

Section 2. The terms of office of the general trustees and the officers shall be arranged as follows: one general trustee, the President, and the Treasurer shall be elected for two year terms at

the elections held during the annual meeting in even numbered years; and one general trustee, the Vice President, and the Secretary shall be elected for two year terms at the elections held during the annual meeting in odd numbered years. If a vacancy, other than a vacancy caused by removal for cause of an officer or trustee, occurs during the term of office of any officer or trustee, the remaining members of the Board of Trustees shall elect a member of the association to serve for the unexpired term of the vacated position.

Section 3. A general trustee or officer may be removed for cause. Cause for removal shall include, but shall not be limited to, the breach of the duties as set forth in Articles III and IV of these bylaws. One or more of the trustees or officers may be removed at a meeting of the membership which has been called for that purpose by a 2/3 vote of those present and voting at such meeting, provided a quorum is present. Notice of the meeting at which removal is to be considered shall be given to each member and shall include the purpose of the meeting. The general trustee or officer shall be furnished with a statement of the particular charges at least five days before the meeting is to be held. At the meeting, the general trustee or officer shall be given an opportunity to be fully heard as to each charge. If a general trustee or officer is removed, a replacement shall be elected at the same meeting, and such replacement shall serve out the unexpired term of the removed general trustee or officer.

Section 4. It shall be the duty of the Board of Trustees to provide for the safe and profitable investment of the unappropriated funds of the association, and whenever investments are made, to investigate and pass upon the securities offered and to attend to the drawing up and execution of the necessary papers. The board shall order an audit of the books and accounts of the secretary and the treasurer annually, according to law, and shall submit a written report of the condition of the association to the members annually.

Section 5. The investment of the funds of the association shall be in the exclusive control of the Board of Trustees, in conformance with state statutes.

section 6. The members of the Board of Trustees shall act as trustees with a fiduciary obligation to the members of the association, to the City of Crystal, and to the State of Minnesota.

ARTICLE IV

DUTIES OF OFFICERS

Section 1. It shall be the duty of the President to attend and to preside at all meetings of the association and the Board of Trustees. The President shall enforce the due observance of the Articles of Incorporation and the bylaws and see that the other officers properly perform the duties assigned to them. The President shall sign all

checks issued by the Treasurer and all other papers which require the presidents signature. The President shall be a member of all committees except the Aid Committee, and shall exercise careful supervision over the affairs of the association. The President shall receive such salary as may be fixed from time to time by the Board of Trustees, subject to approval of the association, and payable from the Special Fund of the association.

Section 2. It shall be the duty of the Vice President to perform the duties of the President in the Presidents' absence. In the absence of both the President and the Vice President, it shall be the duty of the association to elect a President Pro Tem, who shall perform the duties incident to the office.

It shall be the duty of the Secretary to keep a true and Section 3. accurate record of the proceedings of all meetings of the association and of the Board of Trustees. The Secretary shall keep a correct record of all amendments, alterations and additions to the Articles of Incorporation or the bylaws in a separate book from the minute books of the association. The Secretary shall cause due notice of all special meetings of the association and of the Board of Trustees to be The Secretary shall receive all moneys due the association and pay the same over to the Treasurer, taking a receipt for the same, and failing to do so, may be impeached and expelled from the association. The Secretary shall keep a roll of membership, with the date of joining, resignation, discharge, leaves of absence, dues and assessments paid, and relief or pensions furnished. The Secretaries books shall be at all times open to inspection by the Board of Trustees. Prior to entering upon the duties of the office, bond shall be given in such amount and with such sureties as may be required and approved by the Board of Trustees. Such bond shall be paid for from the Special Fund of the association. The Secretary shall sign all orders for payment issued to the Treasurer, and jointly with the Treasurer, prepare and file all reports and statements required by The Secretary shall receive such salary as may be fixed from time to time by the Board of Trustees, subject to approval of the association, and payable from the Special Fund of the Association.

Section 4. It shall be the duty of the Treasurer to receive from the Secretary all funds belonging to the association and hold them subject to the order of the President and countersigned by the Secretary. The Treasurer shall keep separate and distinct accounts of the Special and General Funds, and shall prepare and present to the Board of Trustees a statement of the assets and liabilities of each fund at each meeting of the Board of Trustees, and prior to the annual meeting of the association. Failing in these obligations, may be impeached and expelled from the association. The Treasurer shall deliver to a successor in office, or to any committee appointed by the Board of Trustees to receive the same, all moneys, books, papers and other items pertaining to the office immediately upon expiration of the term of office. Prior to entering upon the duties of office, bond shall be given in such amount as required by law, and with such sureties as may

be required and approved by the Board of Trustees. Such bond shall be paid for from the Special Fund of the association. Jointly with the Secretary, the Treasurer shall prepare and file all reports and statements required by law. The Treasurer shall receive such salary as may be fixed by the Board of Trustees from time to time, subject to approval of the association, and payable from the Special Fund of the association.

Section 5. There shall be an Aid Committee, composed of the Vice President and two other members of the association, who may or may not be members of the Board of Trustees, appointed by the President. The Vice President shall be the chairman of this committee. The duty of the committee shall be to make provision for the assistance to be rendered to each sick or disabled member, and to the survivors of any deceased member.

ARTICLE V

MEETINGS

Section 1. The annual meeting of the association, for the election of officers and trustees, and other business, shall be held on the third Sunday in January of each year. Any member who seeks an elective position in the association shall file for said position between the dates of December 15 and January 10 next preceding the annual meeting at which elections for the position which is sought shall be held. Filing shall be in written form and submitted to the Filing Officer who has been appointed by the President. No member shall file for more than one position for any one election. A current member of the Board of Trustees who seeks an office other than the one currently held shall resign from the current position at the time of filing for another position. Nominations may also be made from the floor at the meeting at which the election will be held. All elections shall be made by ballot.

Section 2. Monthly meetings of the association shall be held on alternating second Sundays and Mondays of each month except the annual meeting.

Section 3. The board of trustees shall hold regular quarterly meetings, and it shall hold its annual meeting immediately following the annual meeting of the Association.

Section 4. Special meetings of the association or the board of trustees may be called by the President, or two members of the Board of Trustees, and shall also be called upon written request of six or more members of the association. Members or trustees shall be notified by the Secretary of such special meetings, and the object of the meeting shall be contained in such notice.

Section 5. A majority of the Board of Trustees then in office, and

40% of the members of the association shall constitute quorums for the transaction of business at their meetings. Less than a quorum may adjourn a meeting to a future time, which the Secretary shall make known to all affected members.

Section 6. All reports of Special Committees and resolutions shall be submitted in writing, and no report shall be accepted unless it is the report of the majority of a committee, provided, however, that a minority shall be permitted to present its views in writing.

Section 7. All meetings shall be conducted according to Robert's Rules of Order, as revised.

Section 8. The Order of Business shall be:

Call to order
Roll Call
Reading of minutes of previous meeting
Reading of minutes of meetings of board of trustees.
Reading of reports of special committees
Reports of Officers
Propositions for membership (board of trustees meetings)
Reports of standing committees
Unfinished business
Election of trustees and officers (annual meeting)
New business
Adjournment

Section 9. Each member who is currently in good standing and who is present at a meeting shall be entitled to one vote on any matter voted upon by the members at such meeting. The act of a majority, provided a quorum is present, shall serve as a recommendation to the Board of Trustees.

ARTICLE VI

FUNDS

Section 1. The funds received by the association from dues, fines, entertainments, and other miscellaneous sources shall be kept in the General Fund of the association on the books of the Secretary and the Treasurer, and may be disbursed for any purpose reasonably related to the welfare of the association or its members, as authorized by a majority of the members present and voting at any annual, regular or special meeting of the members.

Section 2. All funds received by the association from any tax sources, and all funds or property donated or granted to the association for the benefit of this fund shall be kept in a Special Fund on the books of the Secretary and the Treasurer and shall not be disbursed for any purpose except those specifically authorized by law.

Section 3. No disbursement of funds of this association shall be made except by checks drawn by the Treasurer, or City Treasurer and countersigned by another Board Officer. Except when issued for salaries, pensions and other fixed charges, the exact amount of which has previously been determined and authorized by the Board of Trustees (or the members, in case of disbursements from the General Fund), no check shall be issued until the claim to which it relates has been approved by the Board of Trustees.

Section 4. All money belonging to the association shall be deposited to the credit of the association in such banks, trust companies, savings and loan associations, or other depositories as the Board of Trustees may designate.

ARTICLE VII

APPLICATION FOR BENEFITS

Section 1. All applications for relief or pension benefits shall be made in writing on forms furnished by the Secretary.

Section 2. All applications for disability benefits shall be submitted to the Board of Trustees at a regular or special meeting of the board. The application shall be accompanied by a certificate from the attending physician or surgeon setting forth the nature of the illness or injury, the cause and duration thereof, the length of time the applicant has been unable to perform any of the duties connected with their regular occupation and those of a firefighter, and an estimate of the time at which the applicant will be able to return to their regular occupation and to perform the duties of a firefighter.

Section 3. All applications for pensions shall be submitted to the Board of Trustees at a regular or special meeting of the board. Applications shall be verified by an oath of the applicant and shall state the age of the applicant, the period or periods of service in, and the date of retirement from, active duty in the Crystal Fire Department, the length of time they have been a member of the association, and such other information as the Board of Trustees may require.

Section 4. No benefits or pensions shall be paid until the application therefor has been approved by a majority vote of the Board of Trustees. Decisions of the board shall be final as to the payment of such benefits or pensions. No other benefits shall be paid to or on behalf of any member who has received a lump sum service pension.

Section 5. For purposes of computing benefits or pensions payable under Articles VIII, IX, X, AND XI a "year of service" shall be defined as a period of 12 full months of active duty in the Crystal Fire Department, beginning on the date when the member became an active firefighter in said fire department. If a member's period of

active service has not been continuous, parts of years shall be added together to compute full years. All leaves of absence of more than 90 days shall be excluded in computing the period of active service time.

ARTICLE VIII SICK AND DISABILTY BENEFITS

Section 1. A member of the association who is on active duty in the Crystal Fire Department, who becomes sick or disabled while serving in a fire service connected capacity, to the extent they are unable to perform any of the duties of thier regular occupation, and who is under a physicians care for 7 consecutive days or more, shall be entitled to a benefit of \$10.00 per day commencing with the 4th day of such illness or disability, but the total amount of temporary disability payments for any one disability shall not exceed \$1000.00. Applications for short term disability payments shall be made by or on behalf of the applicant within 10 days after the disability commences, and no disability benefits shall be paid for a period which covers more than 3 days before the application is made.

Section 2. If a member of this association shall become totally and permanently disabled, to the extent that a physician or surgeon acceptable to the Board of Trustees shall certify that such disability will permanently prevent said member from performing their duties in the Crystal Fire Department, the association shall pay each month to such member during the period of such total disability the sum of \$15 for each year that he served as an active firefighter in the Crystal Fire Department. If such total disability continues to the time when the member reaches the age of 50 years, the disability benefit shall be converted to a service pension, the amount of which shall be calculated according to the number of years that the member served as an active firefighter in the Crystal Fire Department. A totally disabled member shall have the right to select and receive a lump sum disability pension of \$1,500 for each year of active service in lieu of a monthly disability pension. If a member who has received a lump sum disability pension should subsequently recover and return to active duty in the Crystal Fire Department, any amount paid to him as a disability pension shall be deducted from the amount of a future service or disability pension.

ARTICLE IX DEATH BENEFITS

Section 1. Upon the death of any member who is an active firefighter in the Crystal Fire Department at the time of death, the association shall pay to the surviving spouse, if any, and if there is no surviving spouse, to the surviving child or children, if any, and if no child or children survive, to the estate of such deceased member,

the sum of \$1,500 for each year that the deceased member served as an active firefighter in the Crystal Fire Department; but in no case shall such death benefit be less than \$7,500. Upon the death of a retired member who was receiving a monthly pension at the time of death, the association shall pay to the named beneficiary, or the surviving spouse, or the estate of such deceased member, the sum of \$2,000. No death benefit shall be paid on behalf of a deceased former member who had received either a lump sum service pension or a lump sum total disability benefit.

ARTICLE X

SERVICE PENSIONS AND SURVIVOR BENEFITS

Section 1. A member who has retained membership in the association for at least 10 years, and who has served as an active firefighter in the Crystal Fire Department for 20 years or more, and has reached the age of 50 years or more, shall be paid monthly until death the sum of \$15 for each year that he served as an active firefighter in said fire department, to a maximum of \$450 per month.

Section 2. A member of the association who shall have served as an active firefighter in the Crystal Fire Department for at least 20 years, but has not reached the age of 50 years, may retire from said fire department and be placed on the deferred pension roll. When they reach the age of 50 years, and provided that at that time they have been a member of the association for at least 10 years, upon application therefor they shall be paid monthly until death the sum of \$15 for each year that they served as an active firefighter in said fire department, to a maximum of \$450 per month. During the time that a member is on the deferred pension roll, they will not be eligible to receive any of the benefits provided for in Article VIII.

Section 3. Lump Sum Service Pension Option. Any member who becomes eligible to receive a monthly service pension may, at the time of becoming eligible, irrevocably elect to receive a lump sum in lieu of any other benefits to which such member or member's survivor or survivors may be entitled. Such election, on a form provided by the Secretary, shall be presented to the Board of Trustees, together with the application for pension. The lump sum pension shall be calculated at \$1,500 for each year of active service performed by such member in the Crystal Fire Department, but no such pension shall exceed \$45,000.

Section 4. In the event of the death of an active_firefighter or retired member who was receiving a monthly pension, the surviving spouse, if any, shall be paid monthly until death or remarriage, 1/2 of the monthly pension which such deceased member had earned at the time of death. If such member leaves a surviving minor child or children in addition to a spouse, such child or children, in the aggregate, shall be paid 1/2 of the monthly service pension which such member had earned at the time of death. Such payment shall cease when

the youngest surviving child reaches the age of 18 or marries, whichever event occurs first.

Section 5. Option in lieu of monthly pension and early vesting provision. A member of the association who has served for 10 years of more, but less than 20 years, as an active firefighter in the Crystal Fire Department may retire from said fire department and be placed on the early vested pension roll. Upon reaching the age of 50 years and attainment of at least 10 years of membership in the association, such member shall, upon application therefor, be paid in the following manner: (Amounts based on reduction factors contained in MN Statutes 424A.02, sub. 2, for a lump sum pension of \$1,500 per year of active service, or a monthly pension of \$15 per year of active service, after 20 years of service.):

ACTIVE SERVICE TIME AT LEAST BUT LESS THAN	CI IM CALLETTE	AMOUNT PER MONTH FOR REMAINDER OF LIFE

11	\$ 9,000	\$ 90.00
12	10,560	105.60
13	THE RESERVE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TW	122.40
14	THE RESIDENCE OF THE PARTY OF T	140.40
15	The second secon	159.60
16	The second secon	180.00
17		201.60
18		224.40
.19		248.40
20	27,360	273.60
	12 13 14 15 16 17 18 19	12 10,560 13 12,240 14 14,040 15 15,960 16 18,000 17 20,160 18 22,440 19 24,840

Section 6. If a member has selected a lump sum pension they shall be paid interest on the principal from the time of retirement to the age of 50 years, at the rate actually earned not to exceed 5% per annum.

Section 7. During the time that a member is on the early vested pension roll, they shall not be eligible to receive any of the benefits provided for in Article VIII. Lump sum pensions payable to members on the early vested pension roll shall be based on the amount payable in effect at the time of such early retirement.

Section 8. If a member who is on the early vested pension roll dies before becoming eligible to receive the pension, the amount payable will be paid to the members beneficiary.

Section 9. Any former member recieving a monthly service pension or is on the early vested or deferred pension roll, except members who have selected lump sum pensions, shall recieve any increases in pension or special fund benefits which have been granted active members.

ARTICLE XI

GENERAL TRUST FUND

Section 1. Whenever any member of the Association in good standing dies, retires, or resigns from the Crystal Fire Department, they or their beneficiary shall be entitled to receive a lump sum payment from the general trust fund. As each member completes ten active years of service on the Department, that member shall be entitled to receive \$200.00 for each completed year of service or the sum of \$2,000.00. The member shall also receive \$200.00 per year for each completed year thereafter up to and including 20 years, providing that the members of the Association continue to earn sufficient funds to support said trust fund. Said payment will be made to the member upon acceptance by the Board of Trustees of the member's letter of resignation, or, in case of a member's death, the Board is authorized to pay the beneficiary after receipt of proof of death.

Section 2. As each member completes the tenth year of service, the Board of Trustees wii provide for the transfer of \$2,000.00 from the General Fund to the General Trust Fund to the credit of the specific member. As each member who has completed ten years of service on the Department completes each additional year of service thereon, the Board shall provide for the transfer of an additional \$200.00 from the General Fund to the General Trust Fund to the credit of the specific member. No withdrawals from the General Trust Fund whatsoever, may be made for any purpose but for the payment of the benefits described above or for the investment and reinvestment of the funds.

ARTICLE XII

AMENDMENTS

Section 1. The Bylaws of the association may be amended, altered, or replaced by a 2/3 vote of the members present at any annual or special meeting, provided that written notice of intent to amend, alter, repeal, or replace the Bylaws has been given to each member or mailed to each member at their last known address at least 20, but no more than 15, days prior to the date set for such meeting, and provided further, that if such amendment or alteration shall change the amount of benefits or pensions to be paid from the Special Fund, approval of the Council of the City of Crystal shall be obtained, as required by law, before such alteration or amendment shall become effective.

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

Motion Failed.

Moved by Councilmember Herbes and seconded by Councilmember Langsdorf to appoint Mary Pat Hanauska to the Environmental Quality Commission for an unexpired term expiring 12-31-90.

Motion Carried.

4. The City Council considered the applications of Renee Werner, Lois Ehret, Sherwood Mellom, and Arlene J. West for appointment to the Human Relations Commission. Sherwood Mellom did not appear.

Moved by Councilmember Leppa and seconded by Councilmember Smothers to appoint Lois Ehret to the Human Relations Commission for an unexpired term expiring 12-31-88.

Motion Carried.

Moved by Councilmember Rygg and seconded by Councilmember Herbes to appoint Arlene West to the Human Relations Commission for an unexpired term expiring 12-31-88.

Motion Carried.

5. Patty Wilder, Executive Director of Northwest Hennepin Human Services Council, appeared before the City Council to discuss the 1989 Budget.

Moved by Councilmember Leppa and seconded by Councilmember Moravec to thank Patty Wilder and Crystal Representative on the Human Services Council, Paul Schulte, for appearing before the Council and to direct staff to consider the 4.5 cent per capita increase in funding when preparing the 1989 budget.

Motion Carried.

- 6. The City Council considered the proposed By-laws for the Firefighters Relief Association.
- A. Moved by Councilmember Moravec and seconded by Councilmember Leppa to remove Item #6 from the table.

Motion Carried.

B. Moved by Councilmember Smothers and seconded by Councilmember Herbes to approve the proposed By-laws for the Firefighters Relief Association a copy of which is on file in the office of City Clerk and is made a part of this motion as set forth in full herein.

Moved by Councilmember Langsdorf and seconded by Councilmember Moravec to amend the motion to approve the entire document with the exception of Article XI - GENERAL FUND LUMP SUM PENSION in the proposed bylaws (Article X in existing bylaws),

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and direct the Firefighters Relief Association to review Article XI and return to the Council with a revised proposal for that Article.

Motion Carried.

On main motion as amended:

Motion Carried.

7. The City Council considered awarding bids for reroofing of Sewer & Water Maintenance garage.

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

RESOLUTION NO. 88-43

RESOLUTION AWARDING A BID TO PALMER WEST

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

8. The City Council considered final plat approval of Beelen 2nd Addition at 3836-38 Douglas Drive.

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

RESOLUTION NO. 88-44

RESOLUTION APPROVING PLAT

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

9. The City Council considered First Reading of an Ordinance revising variance procedure for non-conforming lots and structures in R-1 District. (5 votes needed for approval)

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

ORDINANCE NO. 88-

AN ORDINANCE RELATING TO ZONING: AMENDING CRYSTAL CITY CODE (APPENDIX I - ZONING) SUBSECTION 515.05, SUBDIVISION 2: SUBSECTION 515.55, BY ADDING A SUBDIVISION; REPEALING SUBSECTION 515.55, SUBDIVISIONS 9 AND 11

and further, that the second and final reading be held on September 6, 1988.

MEMORANDUM

DATE:

June 14, 1990

TO:

Jerry Dulgar, City Manager

FROM:

John Olson, Asst. City Manager/ Community Development Director

SUBJECT:

Housing Maintenance Code

Attached to this memo is a copy of the Housing Maintenance Code section regarding the licensing of rental property. In addition, I have included a copy of the Planning Commission minutes regarding this item and also the report of the Environmental Quality Commission.

You will note that the Planning Commission has several friendly amendments which are items which the Commission felt the Council should discuss when dealing with this section of the Housing Maintenance Code.

The Planning Commission will take up the remainder of the maintenance code, applying to single family homes, at an upcoming meeting and will be making recommendation sometime later this year.

The staff members will be available at the Council meeting to discuss the code.

JAO:jt Encl. 6. Consideration of Application #90-22 of Stephen J. Schutz for a conditional use permit to allow an amusement center in an I-2 (Heavy Industrial) District at 7370 - 32nd Ave. N.

Moved by Commissioner Barden and seconded by Commissioner Nystrom to set a public hearing before the

Planning Commission at 7:00 P.M., or as soon thereafter as the matter may be heard Monday, June 11, 1990, to consider the request of Stephen J. Schutz in

Application #90-22 for a conditional use permit to allow a Grand Slam Crystal Amusement Center in an I-2 (Heavy Industrial) District at 7370 - 32nd Ave. N., P.I.D. #20-118-21-24-0019.

Motion carried.

7. Chairperson Magnuson declared this was the time and the place for a continuation of the decision of the motion of Commissioner Anderson and seconded by Commissioner Smith to approve an amendment to the City Code providing for a license process for rental dwellings.

Commissioner Magnuson read notes from Commissioner Elsen (absent). Commissioner Elsen believes in code for rental property, need a tool for Building and Health Department.

Moved by Commissioner Anderson and seconded by Commissioner Smith to recommend to the City Council to approve an amendment to City Code (Section X) for licensing rental dwellings.

The findings of fact are: Rental housing stock is deteriorating. Current code does not address problem. Establishes a proactive stance in dealing with housing. This approach successfully used in other cities.

Friendly Amendment noted:

- Initial licensing or registration.
- 2. inspection occurs on complaint or by
- reasonable descretion of building or health authority,
- 4. change in ownership.
- 5. Mandatory to be inspected every 4 years after initial inspection (every two years for 1/2 of complex inspected).
- 6. Fire inspection, once a year.

Motion carried.

REPORT TO THE CITY COUNCIL REGARDING THE NEED FOR A HOUSING MAINTENANCE CODE WITHIN THE CITY OF CRYSTAL

by the

ENVIRONMENTAL QUALITY COMMISSION

October 1989

HOUSING MAINTENANCE CODE REPORT ENVIRONMENTAL QUALITY COMMISSION PAGE 1

BACKGROUND

The Crystal Environmental Quality Commission (EQC) first began discussion of improving Crystal's Housing Maintenance Code at their October 20, 1988 meeting. Pauline Langsdorf, Council Liaison, expressed her concern during that meeting that the City's housing stock was deteriorating. Although the EQC members were doubtful that they were the appropriate commission to study this subject, their interest and concern led them through months of continued discussions on the subject.

During their year-long study of this subject the Environmental Quality Commission sought the expertise and advise of people experienced with or affected by other city housing maintenance codes. First, the background of the failure of the point-of-sale (Section 8) provision in the Crystal 1977 Housing Code was studied. The commission also invited several speakers to share their experiences and knowledge of the advantages and disadvantages of housing maintenance codes. These speakers included Crystal city staff members, Realtors, landlords, and former housing inspectors. The commission also studied data published by the Metropolitan Council regarding current and future housing and population trends.

By June 15, 1989 the Environmental Quality Commission was prepared to compile a report on their findings for the City Council's review, outlining their basic recommendations. The City Council, however, had previously passed Resolution 89-33 on June 5, 1989, requesting the Environmental Quality Commission to prepare a draft housing code by September 15, 1989. The Environmental Quality Commission then scheduled several special meetings in an attempt to meet the deadline.

RECOMMENDATIONS

The draft Crystal Housing Maintenance Code, which the Environmental Quality Commission finalized on October 19, 1989, consists of two portions. One addresses single-family, point-of-sale inspections, and the other addresses requirements for licensing of all rental properties. The Commission feels strongly that enforcement capabilities need to be added to the existing housing code in order to make improvements to housing conditions in the City. The Environmental Quality Commission considered the possibility of recommending truth-in-housing inspections, where any building defects are disclosed through an inspection at point of sale but are not required to be corrected before closing. However, the Commission is convinced that these type of housing inspections would do very little improve Crystal's housing stock. Therefore, the Environmental Quality Commission recommends that the City require that homes be inspected at the point-of-sale by an inspector employed by the City.

Since most substandard housing complaints are regarding rental properties, the Commission recommends that restrictions be placed on rental properties, as well. The Commission studied the options of registering rental properties, point-of-sale inspections, and licensing. It was the finding of the Environmental Quality Commission that registration would help resolve tenant disputes but do little to improve housing conditions. Point-of-sale inspections would take too many years to improve rental property quality since large apartment complexes do not sell often. Licensing was viewed by the Environmental Quality Commission as the best alternative since it could be implemented within a two-year time period. This type of inspection program has proven effective for the Cities of Brooklyn Center and Brooklyn Park.

The Environmental Quality Commission realizes that there will likely be strong opposition to the passage of a point-of-sale housing maintenance code by many residents since many will view it as an additional city tax and infringement on their rights to do as they wish with their property. The realty community is also going to be in strong opposition to point-of-sale inspections since it often complicates sales transactions for them. Therefore, the Environmental Quality Commission recommends that the City Council consider passing the rental licensing code first and the point-of-sale housing code at a later

HOUSING MAINTENANCE CODE REPORT ENVIRONMENTAL QUALITY COMMISSION PAGE 2

date. This would allow time for the community to see the benefits of housing inspections. It would also allow time for community education on the subject. Environmental Quality Commission members have, suggested conducting sample housing inspections for interested groups of residents, holding neighborhood community meetings, and printing an inspection checklist in the City newsletter.

Staffing requirements to maintain a citywide housing maintenance program have also been investigated by the Environmental Quality Commission. It is recommended that one full-time housing inspector be hired. If the inspection program is phased-in slowly, it may be possible to split the cost of a full-time person with the City of Robbinsdale since they are also presently considering passage of a housing code. There would be additional expenses to the City for the cost of printing inspection forms also. Existing secretarial staff in the building department and existing work space, vehicles and equipment may be used to accommodate the new inspector, however.

Estimated fees generated through inspections (Exhibit A) show a shortage of funds to cover the estimated expenses of an additional, full-time, qualified housing inspector. The housing program would need to be sudsidized during the first two years if the point-of-sale inspection code is implemented at a later date. The fees in Exhibit A are slightly higher than most area cities' fees (Exhibit B), so it is not recommended to raise them any higher.

The Environmental Quality Commission looks forward to the opportunity to further explain their findings to the City Council at the worksession scheduled for November 16, 1989. They wish to continue to be involved in advising the Council as the public education surrounding this project begins and as the specific inspection policies are formulated.

HOUSING INSPECTION FEE REVENUES

1988 Assessing Figures		
Apartment Units	1767	(58 buildings)
Townhouses	0	
Triplex Units	3	(1 building)
Duplex Units	144	(72 buildings)
Non-homestead Single-Family	338	
Total Rental Units:	2252	
Yearly Fees Generated From Rental Licensing		
(Based on \$50 charge/building + \$5/unit)		
50% of Apartment units	\$ 5,722	
Duplexes, Triplexes	2,010	
Single-family rental	8,450	
Total Yearly Fee Income	\$16,182	
Yearly Fees Generated From Point-of-Sale Housing Inspec	tions	
(Based on \$35 charge/inspection)		

Estimated 350-400 home sales in Crystal per year

\$12,250-14,000

TOTAL YEARLY INCOME \$28,432-30,182

OTHER CITIES FEES

Multi \$20/bldg.+ \$5/unit Single \$25 Double\$25/1st \$35 if both rented Triplex\$20/bldg. + \$5/unit Brooklyn Center (Biannual)

Multi \$50/bldg. + \$5/unit Brooklyn Park (Annual)

Single \$25 Duplex\$25 Triplex\$25

All Units \$35/home + \$5/unit (Point-of-Sale only) New Hope

St. Louis Park

Single \$35 (Point-of-Sale) Rentals\$35 (When renter changes or once a year minimum) Condos \$35 (Point-of-Sale)

Section - Housing Maintenance - Licensed Rental Dwellings

<u>Section</u> <u>Purpose</u>. The purpose of this ordinance is to protect the public health, safety and the general welfare of the people of the City. These general objectives include, among others, the following:

- Subd. 1. To protect the character and stability of residential areas within the City;
- Subd. 2. To correct and prevent housing conditions that adversely affect or are likely to adversely affect the life, safety, general welfare and health in rental property;
- Subd. 3. To provide minimum standards for heating and sanitary equipment and for light and ventilation necessary to protect the health and safety of occupants of rental dwellings;
 - Subd. 4. To prevent the overcrowding of Rental dwellings;
- Subd. 5. To provide minimum standards for the maintenance of existing rental residential buildings and to thus prevent substandard housing and blight;
- Subd. 6. To preserve the value of land and buildings throughout the City.
- Subd. 7. With respect to disputes between tenants and landlord, and except as otherwise specifically provided by the terms of this ordinance, it is not the intention of the City Council to intrude upon the accepted contractual relationship between tenant and landlord. The City Council does not intend to intervene as an advocate of either party, nor to act as an arbiter, nor to be receptive to complaints from tenant or landlord which are not specifically and clearly relevant to the provisions of this ordinance. In the absence of such relevancy with regard to rental disputes, it is intended that the contracting parties exercise such legal sanctions as are available to them without the intervention of City government. In enacting this ordinance it is not the intention of the City Council to interfere or permit interference with legal rights to personal privacy.

<u>Section</u> <u>Licensing of Rental Units</u>. From and after adoption of this ordinance, no person shall operate a rental dwelling without first having obtained a license to do so from the City of Crystal as hereinafter provided. After expiration of

an initial licensing period of less than two years as determined by the Compliance Official, each such operating license shall be issued biennially and shall expire on the anniversary date of issuance. License renewals shall be filed at least 60 days prior to license expiration date.

section Applicability of Ordinance. This ordinance establishes minimum standards for maintaining rental dwelling units, accessory structures and related premises. Every building and its premises used in whole or in part as a home or residence, or as an accessory structure thereof, for a single family or person, and every building used in whole or in part as a home or residence of two or more persons or families living in separate units shall conform to the requirements of this ordinance, irrespective of when such building may have been construed, altered, or repaired. This ordinance is intended to provide standards for licensed rental housing and to provide standards to allow resolution of complaints regarding licensed rental housing.

<u>Section</u> <u>License Fees</u>. License fees shall be due 60 days prior to the license expiration date; in the cases of new unlicensed dwellings, license fees shall be due upon issuance of the certificate of occupancy; in the cases of licensing periods of less than two years, license fees shall be prorated monthly.

A delinquency penalty of 5% of the license fee for each day of operation without a valid license shall be charged operators of rental dwellings. Once issued, a license is nontransferable and the licensee shall not be entitled to a refund of any license fee upon revocation or suspension; however, the license shall be entitled to a license fee refund, prorated monthly, upon proof of transfer of legal control or ownership.

Section Licensing Phase-In Policy. Starting on the effective date of this code, initial licensing inspections will begin according to inspection areas established by the Compliance Official. All rental properties will receive initial inspections to obtain licensing within the first 18 months after the effective date of this code.

Section Owner or Agent to Apply. License application or renewal shall be made by the owner of rental units or his legally constituted agent. Application forms may be acquired from and subsequently filed with the Compliance Official. The applicant shall supply:

 Name, address, and telephone number of dwelling owner, owning partners if a partnership, corporate officers if a corporation; Name, address and telephone number of designated resident agent, if any;

 Name, address and telephone number of vendee, if the dwelling is being sold through a contract for deed;

Legal address of the dwelling;

5. Number of dwelling units within the dwelling;

6. Description of procedure through which tenant inquiries and complaints are to be processed.

Every person holding an operating license shall give notice in writing to the Compliance Official within five (5) business days after any change of this information. Notice of transfer of ownership shall be as described in Section

Section Resident Agent Required. No operating license shall be issued or renewed for a nonresident owner of rental dwelling units (one who does not reside in any of the following Minnesota Counties: Hennepin, Ramsey, Anoka, Carver, Dakota, Scott, or Washington) unless such owner designates in writing to the Compliance Official the name of his resident agent (one who does reside in any of the following Minnesota Counties: Hennepin, Ramsey, Anoka, Carver, Dakota, Scott, or Washington) who is responsible for maintenance and upkeep and who is legally constituted and empowered to receive service of notice of violation of the provisions of the City Ordinances, to receive orders and to institute remedial action to effect such orders and to accept all service or process pursuant to law. The Compliance Official shall be notified in writing of any change of resident agent.

Section Conformance to Laws. No operating license shall be issued or renewed unless the rental dwelling and its premises conform to the ordinances of Crystal and the laws of the State of Minnesota.

<u>Section</u> <u>Inspection Condition</u>. No operating license shall be issued or renewed unless the owner of rental units agrees in his application to permit inspections pursuant to Section

Section Posting of License. Every licensee of a multiple dwelling shall cause to be conspicuously posted in the main entry way or other conspicuous location in a frame with a glass or plastic cover therein the current license for the respective multiple dwelling.

<u>Section</u> <u>License not Transferable</u>. No operating license shall be transferable to another person or to another rental dwelling. Every person holding an operating license shall give notice in writing to the Compliance Official within five business

days after having legally transferred or otherwise disposed of the legal control of any licensed rental dwelling. Such notice shall include the name and address of the person succeeding to the ownership or control of such rental dwelling or dwellings.

Section Occupancy Register Required. Every owner of a licensed rental dwelling containing three or more dwelling units shall keep, or cause to be kept, a current register of occupancy for each dwelling unit which provides the following information:

- Dwelling unit address;
- 2. Number of bedrooms in dwelling unit;
- Names of adult occupants and number of adults and children (under 18 years of age) currently occupying the dwelling units;
- 4. Dates renters occupied and vacated dwelling units;
- 5. A chronological list of complaints and requests for repair by dwelling unit occupants, which complaints and requests are related to the provisions of this ordinance; and
- 6. A similar chronological list of all corrections made in response to such requests and complaints.

Such register shall be made available for viewing or copying by the Compliance Official at all reasonable times.

License Suspension or Revocation. Every operating license issued under the provisions of this ordinance is subject to suspension or revocation by the City Council should the licensed owner or his duly authorized resident agent fail to operate or maintain licensed rental dwellings and units therein consistent with the provisions of the ordinance of the City of Crystal and the laws of the State of Minnesota. In the event that an operating license is suspended or revoked by the City Council for just cause, it shall be unlawful for the owner or his duly authorized agent to thereafter permit any new occupancies of vacant or thereafter vacated rental units until such time as a valid operating license may be restored by the City Council. Any person violating this provision shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine of not more than five hundred dollars (\$500) and by imprisonment not to exceed ninety (90) days. Each day of each violation shall constitute a separate punishable offense.

Section Enforcement and Inspection Authority. The City Manager and his designated agents shall be the Compliance Official who shall administer and enforce the provisions of this ordinance and who is hereby authorized to cause inspections on a scheduled basis for rental units, or otherwise when reason exists to believe that a violation of this ordinance has been or is

being committed. Inspections shall be conducted during reasonable daylight hours and the Compliance Official shall present evidence of official capacity to the occupant in charge of a respective dwelling unit. The Compliance Official shall keep confidential all evidence, exclusive of the inspection record, which may be discovered or obtained in the course of an inspection made pursuant to this section and such evidence shall be considered privileged.

Section Inspection Access. If any owner, occupant, or other person in charge of a dwelling, dwelling unit, rooming unit, or of multiple dwelling fails or refuses to permit free access and entry with respect to an inspection authorized by this ordinance, the Compliance Official may, upon showing that probable cause exists for the inspection and for the issuance of an order directing compliance with the inspection requirements of this section with respect to such dwelling, dwelling unit, rooming unit, or multiple dwelling, petition and obtain such orders from a court of competent jurisdiction.

<u>Section</u> <u>Definitions</u>. The following definitions shall apply in the interpretation and enforcement of this ordinance.

- Subd. 1. Accessory Use or Structures. A non-residential use or structure subordinate to, and serving the principal use or structure on the same lot and customarily incidental thereto.
- Subd. 2. <u>Building</u>. Any structure having a roof which may provide shelter or enclosure for persons, animals, or chattel, and when said structure is divided by party walls without openings, each portion of such building so separated shall be deemed a separate building.
- Subd. 3. <u>Compliance Official</u>. The City Manager and his designated agents authorized to administer and enforce this ordinance.
- Subd. 4. <u>Dwelling</u>. A building or one or more portions thereof occupied or intended to be occupied for residential purposes; but not including rooms in motels, hotels, nursing homes, boarding houses, trailers, tents, cabins or trailer coaches.
- Subd. 5. <u>Dwelling Unit</u>. A single family dwelling or unit designed to accommodate one family.
- Subd. 6. <u>Family</u>. Any of the following definitions shall apply:
 - a. A person or persons related by blood, marriage, or adoption, together with his or their domestic servants

- or gratuitous guests, maintaining a common household in a dwelling unit;
- b. Group or foster care of not more than six (6) wards or clients by an authorized person or persons, related by blood, marriage, or adoption, together with his or their domestic servants or gratuitous guests, all maintaining a common household in a dwelling unit approved and certified by the appropriate public agency;
- c. A group of not more than five (5) persons not related by blood, marriage or adoption maintaining a common household in a dwelling unit.
- Subd. 7. Flush water closet. A toilet with a bowl and trap made in one piece, which is connected to the City water and sewer system or other approved water supply and sewer system.
- Subd. 8. Garbage. As defined and regulated by Section 605 of the City Code.
- Subd. 9. <u>Habitable Building</u>. Any building or part thereof that meets minimum standards for use as a home or place of abode by one or more persons.
- Subd. 10. Habitable Room. A room or enclosed floor space used or intended to be used for living, sleeping, cooking or eating purposes, excluding bathrooms, water closet compartments, laundries, furnace rooms, unfinished basements, (those without required ventilation, required electric outlets and required exit facilities), pantries, utility rooms of less than 50 square feet of floor space, foyers, communicating corridors, stairways, closets, storage spaces, and workshops, hobby and recreation areas in parts of the structure below ground level or in attics.
- Subd. 11. <u>Heated Water</u>. Water heated to a temperature of not less than 110 degrees Fahrenheit, or such lesser temperature required by government authority, measured at faucet outlet.
- Subd. 12. <u>Kitchen</u>. A space which contains a sink with counter working space, space for installing cooking and refrigeration equipment, and space for the storage of cooking utensils.
- Subd. 13. <u>Maintenance</u>. Upkeep of property and equipment in a safe working condition for which it was installed and/or constructed.
- Subd. 14. <u>Multiple Family Dwelling</u>. A dwelling or portion thereof containing two or more dwelling units.
 - Subd. 15. Occupant. Any person (including owner or operator) living, sleeping, cooking and eating in a dwelling

unit or living and sleeping in a rooming unit.

- Subd. 16. Operate. As used in this ordinance, the term "operate" means to charge a rental charge for the use of a unit in a rental dwelling.
- Subd. 17. Operator. The owner or owner's agent who has charge, care, control, or management of a building, or part thereof, in which dwelling units or rooming units are let.
- Subd. 18. Owner. Any person, firm or corporation who, alone, jointly, or severally with others, shall be in actual possession of, or have charge, care or control of, any dwelling, dwelling unit, or rooming unit within the City as owner, employee or agent of the owner, or as trustee or guardian of the estate or person of the title holder. Any person representing the actual owner shall be bound to comply with the provisions of this ordinance to the same extent as the owner.
- Subd. 19. <u>Permissible Occupancy</u>. The maximum number of persons permitted to reside in a dwelling unit or rooming unit.
- Subd. 20. <u>Person</u>. An individual, firm, partnership, association, corporation, company or joint venture or organization of any kind.
- Subd. 21. Plumbing. All of the following supplied facilities and equipment in a dwelling: gas pipes, gas burning equipment, water pipes, steam pipes, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes-washing machines, catch basins, drains, vents, and any other similar fixtures are the installation thereof, together with all connections to water, sewer and gas lines.
- Subd. 22. <u>Premises</u>. A platted lot or part thereof or unplatted parcel of land, and adjacent right-of-way either occupied or unoccupied by any dwelling or non-dwelling structure, including such building or accessory structures.
- Subd. 23. <u>Public Hall</u>. A hall, corridor or passageway for providing egress from a dwelling unit to a public way and not within the exclusive control of one family.
- Subd. 24. Refuse. As defined and regulated by Section 605 of the City Code.
- Subd. 25. Rental Dwelling or Rental Unit. As used in this ordinance is any dwelling or unit let for rent or lease.
- Subd. 26. <u>Repair</u>. Is the reconstruction or renewal of any part of an existing building or its utilities, facilities or equipment for the purpose of its maintenance.

- Subd. 27. Rodent Harborage. A place where rodents commonly live, nest, or establish their habitat.
- Subd. 28. Rooming Unit. Any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking and eating purposes.
- Subd. 29. Rubbish. As defined and regulated by Section 605 of the City Code.
- Subd. 30. <u>Safety</u>. The condition of being reasonably free from danger and hazards which may cause accidents or disease.
- Subd. 31. <u>Substandard Dwelling</u>. Any dwelling which does not conform to the minimum standards established by City ordinances.
- Subd. 32. <u>Supplied</u>. Paid for, furnished by, provided by or under the control of the owner, operator, or agent of a dwelling.
- Subd. 33. Meaning of Certain Words. Whenever the words "dwelling", "dwelling unit", "premises", or "structure" are used in this ordinance, they shall be construed as though they were following by the words "or any part thereof".
- Section Responsibilities of Owners and Occupants. No owner or other person shall occupy or let to another person any dwelling, dwelling unit or rooming unit unless it and the premises are fit for human occupancy and comply with all applicable legal requirements of the State of Minnesota and the City of Crystal, and as set forth specifically in the following sections.
- Subd. 1. <u>Maintenance of Shared or Public Areas</u>. Every owner of a dwelling containing two or more dwelling units shall maintain or shall provide for maintenance of the units shared or public areas of the dwelling and premises thereof.
- Subd. 2. <u>Maintenance of Occupied Areas</u>. Every occupant of a dwelling, dwelling unit or rooming unit shall maintain that part of the dwelling, dwelling unit and premises thereof that he occupies and controls.
- Subd. 3. Storage and Disposal of Rubbish. Every occupant of a dwelling, dwelling unit or rooming unit shall store and dispose of all his rubbish and garbage and any other organic waste which might provide food for insects and/or rodents in a manner as prescribed by Section 605 of the City Code.
- Subd. 4. Responsibility for Storage and Disposal of Garbage and Rubbish. Every owner of a multiple family dwelling shall supply facilities for the storage and/or disposal of rubbish and garbage. In the case of single or two-family dwellings, it shall be the responsibility of the occupant to

furnish such facilities as prescribed by Section of the City Code.

- Subd. 5. Responsibility for Storm and Screen Doors and Windows. The owner of a rental dwelling unit shall be responsible for providing, maintaining and hanging all screens and storm doors and storm windows whenever the same are required under the provisions of this ordinance.
- Subd. 6. Responsibility for Pest Extermination. Every occupant of a dwelling containing a single dwelling unit shall be responsible for the extermination of vermin infestations and/or rodents on the premises. Every occupant of a dwelling unit in a dwelling containing more than one dwelling unit shall be responsible for such extermination whenever his dwelling unit is the only one infested. Notwithstanding, however, whenever infestation is caused by the failure of the owner to maintain a dwelling in a reasonable rodent-proof condition, extermination shall be the responsibility of the owner. Whenever infestation exists in two or more of the dwelling units in any dwelling or in the shared or pubic parts of any dwelling containing two or more dwelling units, extermination thereof shall be the responsibility of the owner. The Compliance Authority may require the occupants to make the unit ready for extermination.
- Subd. 7. Rodent Harborages Prohibited in Occupied Areas.
 No occupant of a dwelling or dwelling unit shall accumulate boxes, firewood, lumber, scrap metal or any other similar materials in such a manner that may provide a rodent harborage in or about any dwelling or dwelling unit. Outside stored materials shall be stacked neatly in piles at least four (4) inches off bare soil or ground.
- Subd. 8. Rodent Harborages Prohibited in Public Areas. No owner of a dwelling containing two or more dwelling units shall accumulate or permit the accumulation of boxes, lumber, scrap metal or any other similar materials in such a manner that may provide a rodent harborage in or about shared or public areas of a dwelling or its premises. Materials stored outside by the owner or permitted to be stored by the owner shall be stacked neatly in piles at least four (4) inches off bare soil or ground.
- Subd. 9. <u>Prevention of Food for Rodents</u>. No owner or occupant of a dwelling unit shall store, place or allow to accumulate any materials that may serve as food for rodents in a site accessible to rodents.
- Subd. 10. <u>Maintenance of Plumbing Fixtures and Facilities</u>. The occupant of a dwelling unit shall maintain all supplies, plumbing fixtures and facilities in a clean and sanitary condition.
- Subd. 11. Minimum Heating Capability and Maintenance. In every dwelling unit or rooming unit when the control of the

supplied heat is the responsibility of a person other than the occupant, a temperature of at least 68 degrees Fahrenheit or such lesser temperature required by government authority shall be maintained at a distance of three (3) feet above the floor and three (3) feet from exterior walls in all habitable rooms, bathrooms and water closet compartments.

- Subd. 12. Removal of Snow and Ice. The owner of any multiple dwelling shall be responsible for the removal of snow and ice from parking lots and/or driveways, steps and walkways on the premises. Individual snowfalls of three (3) inches or more or successive snow falls accumulating to a depth of three (3) inches shall be removed from walkways and steps within 24 hours after cessation of the snowfall. All public sidewalks must be cleared according to section 810 of the City Code.
- Subd. 13. <u>Minimum Exterior Lighting</u>. The owner of a multiple dwelling or dwellings shall be responsible for providing and maintaining safe and effective illumination in all exterior parking areas and walkways.
- Subd. 14. <u>Maintenance of Driving and Parking Areas</u>. The owner of a multiple family dwelling or dwellings shall be responsible for providing and maintaining in good condition paved and delineated parking areas and driveways for tenants.
- Subd. 15. <u>Proper Egress</u>. Each sleeping room in the dwelling must have operable windows for proper egress according to the Uniform Building Code regulations applicable in the year the structure was built or modified.
- Subd. 16. <u>Smoke Detectors</u>. All dwelling units must be equipped with operable smoke detectors according to current state law.
- Subd. 17. <u>Well Abandonment</u>. Any private well which is not currently in use must either be tested and reactivated or properly abandoned by a licensed well driller according to the requirements of the State Well Abandonment Code.
- Subd. 18. <u>Lead-Based Paint</u>. When lead-based paint exists on surfaces accessible to children, the painted surfaces must be properly sealed to remove the possibility of continued lead exposure.
- Subd. 19. <u>Friable Asbestos</u>. When friable asbestos exists in a dwelling, it must be removed by a licensed asbestos removal contractor according to the current regulations of the Minnesota Pollution Control Agency.

Section Minimum Standards For Basic Equipment and Facilities. No person shall rent or let to another for occupancy, any dwelling or dwelling unit for the purposes of

living, sleeping, cooking and eating therein which does not comply with the following requirements:

Section Kitchen Facilities.

- Subd. 1. Provide a kitchen sink in good working condition . and properly connected to an approved water supply system and which provides at all times an adequate amount of heated and unheated running water under pressure an which is connected to an approved sewer system per Section and/or of the City Code.
- Subd. 2. Provide cabinets and/or shelves for the storage of eating, drinking and cooking equipment and utensils and of food that does not require refrigeration for safekeeping; and a counter or table for food preparation. Said cabinets and/or shelves and counter or table shall be of sound construction furnished with surfaces that are easily cleanable and that will not impart any toxic or deleterious effect to food.
- Subd. 3. Provide a stove or similar device for cooking food and a refrigerator or similar device for the safe storage of food which are properly installed with all necessary connections for safe, sanitary and efficient operation. Provided that such stove, refrigerator or similar devices need not be installed when a dwelling unit is not occupied or when the occupant is expected to provide same on occupancy, in which case sufficient space and adequate connections for the installation and operation of said stove, refrigerator or similar device must be provided.
- Subd. 4. Toilet Facilities. Within every dwelling unit there shall be a nonhabitable room which is equipped with a flush water closet in compliance with Minnesota State Plumbing Code. Such room shall have an entrance door which affords privacy. Said flush water closet shall be equipped with easily cleanable surfaces, shall be connected to an approved water system that at all times provides an adequate amount of running water under pressure to cause the water closet to be operated properly, and shall be connected to a sewer system in compliance with Section or of the City Code.
- Subd. 5. Lavatory Sink. Within every dwelling unit there shall be a lavatory sink. Said lavatory sink may be in the same room as the flush water closet, or if located in another room, the lavatory sink shall be located in close proximity to the door leading directly into the room in which the water closet is located. The lavatory sink shall be in good working condition and shall be properly connected to an approved water system and shall provide at all times an adequate amount of heated and unheated water under pressure and shall be connected to an approved sewer system.
- Subd. 6. <u>Bathtub and Shower</u>. Within every dwelling unit there shall be a nonhabitable room which is equipped with a

bathtub or shower in good working condition. Such room shall have an entrance door which affords privacy. Said bathtub or shower may be the same room as the flush water closet, or in another room, and shall be properly connected to an approved water supply system and shall provide at all times an adequate amount of heated and unheated water under pressure and shall be connected to an approved sewer system.

Stairways, Porches and Balconies. Every stairway, Section inside or outside of a dwelling, and every porch or balcony shall be kept in safe condition and sound repair. Every flight of stairs and every porch and balcony floor shall be free of deterioration. Every stairwell and every flight of stairs which is more than four risers high shall have handrails installed 30 to 34 inches high, measured vertically from the nose of the stair tread to the top of the handrail. Every porch, balcony or deck which is more than 30 inches high shall have a guard rail at least 36 inches above the floor of the porch or balcony. Every handrail and quardrail shall be firmly fastened and maintained in good condition. No flight of stairs shall have settled out of its intended position or have pulled away from the supporting or adjacent structures enough to cause a hazard. No flight of stairs shall have rotting, loose or deteriorating supports. Excepting spiral and winding stairways, the treads and risers of every flight of stairs shall be essentially uniform in width and height. Stairways shall be capable of supporting a live load of 100 pounds per square foot of horizontal projection.

<u>Section</u> <u>Access to Dwelling Unit</u>. Access to or egress from each dwelling unit shall be provided without passing through any other dwelling unit.

Section Door Locks. No owner shall rent or let to another for occupancy any dwelling or dwelling unit unless all exterior doors of the dwelling or dwelling unit are equipped with safe, functioning locking devices. Dwellings shall be furnished with door locks as follows:

Subd. 1. For the purpose of providing a reasonable amount of safety and general welfare for persons occupying multiple family dwellings, an approved security system shall be maintained for each multiple family building to control access where an air lock exists at the entrance of the building. The security system shall consist of locked building entrance or foyer doors, and locked doors leading from hallways into individual dwelling units. Dead-latch type door locks shall be provided with releasable lever knobs (or doorknobs) on the inside of building entrance doors and with key cylinders on the outside of building entrance doors. Building entrance door latches shall be of a type that are permanently locked from the outside and permanently unlocked from the inside.

Subd. 2. Every door that provides ingress or egress for a dwelling unit within a multiple family building shall be equipped with an approved lock that has a deadlocking bolt that cannot be retracted by end pressure, provided, however, that such door shall be openable from the inside without the use of a key or any special knowledge or effort.

Section Minimum Standards for Light and Ventilation. No person shall occupy as occupant or let to another for occupancy any dwellings or dwelling unit for the purpose of living therein which does not comply with the following requirements:

- Subd. 1. <u>Habitable Room Ventilation</u>. Except where there is supplied some other device affording ventilation and approved by the Compliance Official, every habitable room shall have at least one window facing directly outdoors which can be opened easily. The minimum total of openable window area in every habitable room shall be the greater of 4% of the floor area of the room or four (4) square feet.
- Subd. 2. Nonhabitable Room Ventilation. Every bathroom and water closet compartment, and every laundry and utility room shall contain at least 50% of the ventilation requirements for habitable rooms contained in Paragraph A. above, except that no windows shall be required if such rooms are equipped with a ventilation system which is approved by the Compliance Official.
- Subd. 3. Electric Service, Outlets and Fixtures. Every dwelling unit and all public and common areas shall be supplied with electric service, functioning overcurrent protection devices, electric outlets, and electric fixtures which are properly installed, which shall be maintained in a safe working condition, and shall be connected to a source of electric power in a manner prescribed by the ordinances, rules and regulations of the City of Crystal and by the laws of the State of Minnesota. The minimum capacity of such electric service and the minimum number of electric outlets and fixtures shall be as follows:
 - a. A dwelling containing one or two dwelling units shall have at least the equivalent of 60 ampere, three-wire electric service per dwelling unit.
 - b. Each dwelling unit shall have at least one branch electric circuit for each 600 square feet of dwelling unit floor area.
 - c. Every habitable room shall have at least one floor or wall-type electric convenience outlet for each 60 square feet or fraction thereof of total floor area, and in no case less than two such electric outlets, provided, however, that one ceiling or wall-type light fixture may be supplied in lieu of one required electric outlet.

- d. Every water closet compartment, bathroom, kitchen, laundry room, and furnace room shall contain at least one supplied ceiling or walltype electric light fixture and every bathroom, kitchen and laundry room shall contain at least one electric convenience outlet.
- e. Every public hall and stairway in every rental dwelling shall be adequately lighted by natural or electric light at all times, so as to provide effective illumination. Every public hall and stair in structures containing not more than two dwelling units may be supplied with conveniently located light switches controlling an adequate lighting system which may be turned on when needed, instead of full-time light;
- f. A convenient switch or equivalent device for turning on a light in each dwelling unit shall be located near the point of entrance to such unit.

Section Minimum Thermal Standards.

- Subd. 1. No person shall occupy as owner, occupant or let to another for occupancy any dwelling or dwelling unit for the purpose of living therein which does not have heating facilities which are properly installed and maintained in safe and working condition and which are capable of safely heating all habitable rooms, bathrooms and water closet compartments in every dwelling unit located therein to a temperature of at least 68 degrees Fahrenheit at a distance of three feet above floor level and three feet from exterior walls.
- Subd. 2. Gas or electric appliances designed primarily for cooking or water heating purposes shall not be considered as heating facilities within the meaning of this section.
- Subd. 3. Portable heating equipment employing flame and the use of liquid fuel does not meet the requirement of this section and is prohibited.
- Subd. 4. No owner or occupant shall install, operate or use a space heater employing a flame that is not vented outside the structure in an approved manner.
- <u>Section</u> <u>General Requirements</u>. No person shall occupy or let to another for occupancy any dwelling or dwelling unit for the purpose of living therein which does not comply with the following requirements:
- Subd. 1. <u>Foundations, Exterior Walls and Roofs</u>. The foundation, exterior walls and exterior roof shall be substantially water tight and protected against vermin and rodents and shall be kept in sound condition and repair. The

foundation element shall adequately support the building at all points. Every exterior wall shall be free of structural deterioration or any other condition which might admit rain or dampness to the interior portion of the walls or to the interior spaces of the dwelling. The roof shall be tight and have no defects which admit rain and roof drainage shall be adequate to prevent rain water from causing dampness in the walls. exterior surfaces, other than decay resistant materials, shall be protected from elements and decay by paint or other protective covering or treatment. If approximately 25% or more of the total exterior surface is unpainted or lacks a protective coating or is determined by the Compliance Official to be deteriorated, the surface shall have a protective covering applied. If approximately 25% or more of the total exterior surface of the pointing of any brick, block or stone wall is loose or has fallen out, the surface shall be repaired.

- Subd. 2. <u>Windows, Doors and Screens</u>. Every window, exterior door, and hatchway shall be substantially tight and shall be kept in sound condition and repair. Every window, other than a fixed window or storm window, shall be capable of being easily opened. Every window, door and frame shall be constructed and maintained in such relation to the adjacent wall construction as to completely exclude rain, wind, vermin and rodents from entering the building. Every openable window or other device required by Section shall be supplied with 16-mesh screens during the insect season.
- Subd. 3. Floors, Interior Walls and Ceilings. Every floor, interior wall and ceilings shall be protected against the passage and harborage of vermin and rodents and shall be kept in sound condition and good repair. Every floor shall be free of loose, warped, protruding or rotted flooring materials. Every interior wall and ceiling shall be maintained in a tight weatherproof condition. Toxic paint and materials with a lasting toxic effect shall not be used. Every toilet room and bathroom floor surface shall be capable of being easily maintained.
- Subd. 4. Rodent Proof. Every dwelling and accessory structure and the premises upon which located shall be maintained in a rodent-free and rodent-proof condition. All openings in the exterior walls, foundations, basements, ground or first floors, and roofs which have a 1/2" diameter or larger opening shall be rodent-proofed in an approved manner. Interior floors or basements, cellars and other areas in contact with the soil shall be paved with concrete or other rodent impervious material.
- Subd. 5. <u>Fence Maintenance</u>. All fences supplied by the owner on the premises and all fences erected by the occupant on the premises shall consist of metal, wood, masonry or other decay resistant material. Fences shall be maintained in good condition. Materials, other than decay resistant varieties, shall be protected against decay by use of paint or other preservatives.

Subd. 6. Accessory Structure Maintenance. Accessory structures shall be structurally sound and be maintained in good repair. The exterior of such structures shall be made weather resistant through the use of decay-resistant materials such as paint or other preservatives. Subd. 7. Safe Building Elements. Every foundation, roof, floor exterior and interior wall, ceilings, inside and outside stair, every porch and balcony, and every appurtenance thereto, shall be safe to use and capable of supporting normal structural loads. Subd. 8. Facilities to Function. All equipment or utilities required under City ordinances and every chimney and

flue shall function effectively in a safe and working condition.

Subd. 9. Grading and Drainage. Every yard, court, or passageway on the premises on which a dwelling stands shall be graded and drained so as to be free of standing water that constitutes a detriment to health and safety.

Subd. 10. Yard Cover. Every yard of a premises on which a dwelling stands shall be provided with lawn or combined ground cover of vegetation, garden, hedges, shrubbery, and related decorative materials and such yard shall be maintained consistent with Section 640 of the City Code.

Maximum Density, Minimum Space. No person shall permit or let to be occupied any dwelling for the purpose of living therein which does not comply with the following requirements.

- Subd. 1. Permissible Occupancy of Dwelling Unit. The maximum permissible occupancy of any rental dwelling unit shall be determined as follows:
 - For the first occupant, 150 square feet of habitable a. room floor space and for every additional occupant thereof, at least 100 square feet of habitable room floor space.
 - In no event shall the total number of occupants exceed b. two times the number of habitable rooms, less kitchen, in the dwelling unit.

Subd. 2. One Family Per Dwelling Unit. Not more than one family, except for temporary guests, shall occupy a dwelling unit.

Minimum Ceiling Height. In order to qualify as habitable, rooms shall have a clear ceiling height of not less than seven feet, six inches, except that in attics or top-half stories used for sleeping, study, or similar activities, the ceiling height shall not be less than six feet six inches over at least one-half of the floor area. In calculating the floor area of such rooms in attics or top-half stories, only those portions of the floor area of the room having a clear ceiling height of five feet or more may be included.

Section Access Through Sleeping Rooms and Bathrooms. No dwelling unit built after 1940 and containing two or more sleeping rooms shall have a room arrangement such that access to a bathroom or water closet compartment intended for use by occupants of more than one sleeping room can be gained only by going through another sleeping room, nor shall the room arrangement be such that access to a sleeping room can be gained only by going through another sleeping room. A bathroom or water closet compartment shall not be used as the only passageway to any habitable room, hall, basement or cellar or to the exterior of any dwelling unit.

Section Discontinuance of Service or Facilities. No owner, operator, or occupant shall cause any service, facility, equipment or utility which is required under this ordinance, to be removed from or shut off from or discontinued for any occupied dwelling or dwelling unit let or occupied by him, except for such temporary interruptions as may be necessary while actual repairs or alternations are in process, or during temporary emergences.

Section Unfit For Human Habitation.

Subd. 1. Any dwelling, dwelling unit or rooming unit or portion thereof which is damaged, decayed, dilapidated, unsanitary, unsafe, vermin or rodent infested or which lacks provision for basic illumination, ventilation or sanitary facilities to the extent that the defects create a hazard to the health, safety or welfare of the occupants or of the public may be declared unfit for human habitation. Whenever any dwelling, dwelling unit or rooming unit has been declared unfit for human habitation, the Compliance Official shall order same vacated within a reasonable time and shall post a placard on same indicating that it is unfit for human habitation, and any operating license previously issued for such dwelling shall be revoked pursuant to law.

Subd. 2. It shall be unlawful for such dwelling, dwelling unit or rooming unit or portion thereof to be used for human habitation until the defective conditions have been corrected and written approval has been issued by the Compliance Official. It shall be unlawful for any person to deface or remove the declaration placard from any such dwelling, dwelling unit or rooming unit.

Section Secure Unfit and Vacated Dwellings. The owner of any dwelling, dwelling unit, or rooming unit which has been declared unfit for human habitation or which is otherwise vacant for a period of 60 days or more shall make the same safe and secure so that it is not hazardous to the health, safety and welfare of the public and does not constitute a public nuisance. Any vacant dwelling open at doors, windows, or wall opening, if unguarded shall be deemed to be a hazard to the health, safety and welfare of the public and a public nuisance within the meaning of this ordinance.

Section Hazardous Building Declaration. In the event that a dwelling has been declared unfit for human habitation and the owner has not remedied the defects within a prescribed reasonable time, the dwelling may be declared a hazardous building and may be removed, razed or corrected pursuant to the provisions of Minnesota Statutes, Sections 463.15 to 463.26.

Section Compliance Order. Whenever the Compliance Official determines that any rental dwelling, rental dwelling unit or rooming unit or portion thereof is in violation of this or any other ordinance, they may issue a Compliance Order setting forth the violations of the ordinance and ordering the owner, occupant, operator or agent to correct such violations. This Compliance Order shall:

- Subd. 1. Be in writing.
- Subd. 2. Describe the location and nature of the violations of this ordinance.
- Subd. 3. Establish a reasonable time for the correction of such violation and notify the owner of his appeal recourse.
- Subd. 4. Be served upon the owner, the owner's agent, or the occupant, as the case may require. Such notice shall be deemed to be properly served upon such owner or agent, or upon any such occupant, if a copy thereof is:
 - a. Served upon the owner or agent; or
 - b. Sent by registered mail to the owner or agent's last known address; or
 - C. Upon failure to effect notice through (a) or (b) as set out in this section, service may be made pursuant to Minnesota Statutes 463.17, Subd. 2, which reads as follows:

"Service. This order shall be served upon the owner of record, or his agent if an agent is in charge of the building, and upon the occupying tenant, if there is one, and upon all lien holders of record, in the manner provided for service of a summons in a civil action. If the owner cannot be found, the order shall be served upon them by posting it at the main entrance to the building and by four weeks' publication in the official newspaper of the municipality if it has one, otherwise in a legal newspaper in the county"; or

d. Pursuant to Minnesota Statutes, Section 145.22.

Section Right of Appeal. When it is alleged by any person to whom a Compliance Order is directed that such Compliance Order is based upon erroneous interpretation of this ordinance, or upon a misstatement or mistake of fact, such person may appeal the Compliance Order to the Board of Appeals. The Board as an advisory body shall forward their recommendation to the City Council. Such appeals must be in writing, must specify the grounds for the appeal, must be accompanied by a filing fee as designated by the City Council in cash or cashier's check, and must be filed with the Compliance Official within five (5) business days after service of the Compliance Order. The filing of an appeal shall stay all proceedings in furtherance of the action appealed from unless such a stay would cause imminent peril to life, health or property.

Section Board of Appeal's Decision. Upon at least five (5) business days' notice to the appellant of the time and place for hearing the appeal and within 30 days after said appeal is filed the Board of Appeals shall hold a hearing thereon. The Board of Appeals may recommend to the City Council that the order be reversed, modified or affirmed in whole or in part.

Section Restrictions on Transfer of Ownership. It shall be unlawful for the owner of any dwelling, dwelling unit or rooming unit upon whom a pending compliance order has been served to sell, transfer, mortgage or lease or other wise dispose thereof to another person until the provisions of the compliance order have been complied with, unless such owner shall furnish to the grantee, lessee or mortgagee a true copy of any notice of violation or compliance order and shall obtain and possess a receipt of acknowledgement. Anyone securing an interest in the dwelling, dwelling unit or rooming unit who has received notice of the existence of a Compliance Order shall be bound by same without further service of notice upon him and shall be liable to all penalties and procedures provided by this ordinance.

Section Penalties. Any person who fails to comply with a Compliance Order after a right of appeal has expired and any person who fails to comply with a modified Compliance Order within the time set therein, upon conviction therefor, shall be guilty of a misdemeanor. Each day of such failure to comply shall constitute a separate punishable offense.

Section Execution of Compliance Orders by Public Authority. Upon failure to comply with a compliance order within the time set therein, and no appeal having been taken, or upon failure to comply with a modified Compliance Order within the time set therein, the criminal penalty established hereunder notwithstanding, the City Council after due notice to the owner may by resolution cause the cited deficiency to be remedied as set forth in the Compliance Order. The cost of such remedy shall be a lien against the subject real estate and may be levied and collected as a special assessment in the manner provided by Minnesota Statutes Chapter 429, for any of the reasons set forth in Section 429.101, Subd. 1, and specifically for the removal or elimination of public health or safety hazards from private property, but the assessment shall be payable in a single installment. It is the intent of this section to authorize the City to utilize all of the provisions of Section 429.101 to promote the public's health, safety and general welfare.

Section Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

DATE:

June 13, 1990

TO:

Jerry Dulgar, City Manager

FROM:

Bill Monk, City Engineer

SUBJECT:

Agreement with RCM for Engineering Services for

36th Avenue North Project

Attached is an agreement with RCM to provide engineering services on the proposed 36th Avenue North reconstruction project. As is normal for such projects the agreement outlines three separate phases including feasibility study, preliminary/final design and bidding/construction. A fee schedule and description of duties are included with each phase. Exhibit 'A' has also been incorporated in the agreement and outlines all the specific services included in the proposal.

I recommend approval of the attached agreement and will be prepared to present the details of the document as desired on Tuesday night.

WM:jrs

Encl

June 19, 1990

Honorable Mayor and City Council City of Crystal 414 Douglas Drive North Crystal, MN 55422-1696

Attn: William Monk, P.E., City Engineer

Re: PROPOSAL/LETTER AGREEMENT FOR ENGINEERING SERVICES

36TH AVENUE NORTH IMPROVEMENTS

RCM No. 10080.00

We propose to provide engineering services in connection with the 36th Avenue North Improvements project as directed by the City of Crystal, according to this letter agreement, the attached General Provisions, Exhibit A, Exhibit B, and schedule of rates. Authorization for each phase of the work will be provided in writing by the City.

This proposal is based on the information provided by the City in the Request for Proposals (RFP) and at the pre-proposal meeting. Our services will consist of preparation of Feasibility Reports, drawings and specifications, and construction services as outlined in Section 1 - Basic Services of Engineer in the attached General Provisions. We propose to provide these services for a fee determined as provided on the attached schedule of fees and rates.

We propose to provide additional services as outlined in Section 2 of the attached General Provisions according to the attached rate schedule, when authorized by the City. These rates shall be adjusted annually to reflect changes in employees and their compensation.

We will submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon our estimate of the proportion of the total services actually completed at the time of billing for basic design services. Feasibility study, bidding, construction, and additional services will be billed according to the attached schedule of rates. The City shall make prompt monthly payments in response to our monthly statements.

70M

rieke carroll muller associates, inc.

engineers architects land surveyors

equal opportunity employer City of Crystal Mr. William Monk, P.E. June 19, 1990 Page 2

This letter agreement including the attached General Provisions, Exhibit A, Exhibit B, schedule of fees and rates, dated June 19, 1990, will constitute the entire agreement between us. If this proposal is agreeable to you, please sign both copies of the proposal, retain one for your files and return the other to us.

Sincerely,

RIEKE CARROLL MULLER ASSOCIATES, INC.

Robert F. Roskopf P.E.			
Robert F. Roskopf, P.E. President/CEO	//		
Robert C. Robertson, P.E. Chairman	1.10		
ACCEPTED:			
CITY OF CRYSTAL			
By:			
Title:			
By:	-		
Title:			
Date of Acceptance:			

GENERAL PROVISIONS

Attached to and made a part of LETTER AGREEMENT dated June 19, 1990 between The City of Crystal (OWNER) and Rieke Carroll Muller Associates, Inc. (ENGINEER) in respect of the Project described therein.

SECTION 1--BASIC SERVICES OF ENGINEER

1.1. General.

1.1.1. ENGINEER shall perform for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto.

1.2. Study and Report Phase.

After written authorization to proceed, ENGINEER shall:

- 1.2.1. Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.
- 1.2.2. Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in paragraph 3.2, and assist OWNER in obtaining such data and services.
- 1.2.3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.
- 1.2.4. Provide analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.
- 1.2.5. Provide a general economic analysis of OWNER's requirements applicable to various alternatives.
- 1.2.6. Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to OWNER and setting forth ENGINEER's findings and recommendations. This Report will be accompanied by ENGINEER's opinion of probable costs for the Project, including the following which will be separately itemized: Construction Cost, allowance for engineering costs and contingencies, and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for interest and financing charges and for other services to be provided by others for OWNER pursuant to paragraph 3.2. The total of all such costs, allowances, etc. are hereinafter called "Total Project Costs."
- 1.2.7. Furnish five copies of the Study and Report documents and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Study and Report Phase are amended and supplemented as indicated in paragraph 2 of Exhibit A "Further Descriptions of Basic Engineering Services and Related Matters."

1.3. Preliminary Design Phase.

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

- 1.3.1. In consultation with OWNER and on the basis of the accepted Study and Report documents, determine the general scope, extent and character of the Project.
- 1.3.2. Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.
- 1.3.3. Advise OWNER if additional data or services of the types described in the first subparagraph of paragraph 3.2 are necessary and assist OWNER in obtaining such data and services.
- 1.3.4. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Total Project Costs.
- 1.3.5. Furnish twelve copies of the above Preliminary Design documents and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Preliminary Design Phase are amended and supplemented as indicated in paragraph 3 of Exhibit A "Further Descriptions of Basic Engineering Services and Related Matters."

1.4. Final Design Phase.

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

- 1.4.1. On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs, prepare for incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications (which will be prepared in conformance with the sixteen division format of the Construction Specifications Institute).
- 1.4.2. Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.
- 1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.
- 1.4.4. Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (all of which shall be consistent with

the forms and pertinent guide sheets prepared by the Engineers' Joint Contract Documents Committee), and assist in the preparation of other related documents.

1.4.5. Furnish ten copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Final Design Phase are amended and supplemented as indicated in paragraph 4 of Exhibit A "Further Descriptions of Basic Engineering Services and Related Matters."

1.5. Bidding or Negotiating Phase.

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

- 1.5.1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.
- 1.5.2. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
- 1.5.3. Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.
- 1.5.4. Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.
- 1.5.5. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

The duties and responsibilities of ENGINEER during the Bidding and Negotiating Phase are amended and supplemented as indicated in paragraph 5 of Exhibit A "Further Descriptions of Basic Engineering Services and Related Matters."

1.6 Construction Phase.

During the Construction Phase:

1.6.1. General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract No. 1910-8 (1983 edition) of the Engineers' Joint Contract Documents Committee. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise provided in writing.

- 1.6.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while it is in progress:
 - 1.6.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. In addition, ENGINEER shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist ENGINEER and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work.
 - 1.6.2.2. The Resident Project Representative (and any assistants) will be ENGINEER's agent or employee and under ENGINEER's supervision. The duties and responsibilities of the Resident Project Representative (and assistants) are set forth in Exhibit B "Duties, Responsibilities and Limitation of Authority of Resident Project Representative".
 - 1.6.2.3. The purpose of ENGINEER's visits to and representation by the Resident Project Representative (and assistants, if any) at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.
- 1.6.3. Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
- 1.6.4. Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
- 1.6.5. Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals, or other action shall not extend to

means, methods, techniques, sequences or procedures of construction or to safety precautions or procedures of construction or to safety precautions and programs incident thereto.

- 1.6.6. Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of the second subparagraph 2.1.2.
- 1.6.7. Inspections and Tests. ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 1.6.8. Disputes between OWNER and Contractor. ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.
- 1.6.9. Applications for Payment. Based on ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:
 - 1.6.9.1. ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
 - 1.6.9.2. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

- 1.6.10. Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to OWNER with written comments.
- 1.6.11. Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.6.9.2.
- 1.6.12. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, of any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1 thru 1.6.11, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.

SECTION 2--ADDITIONAL SERVICES OF ENGINEER

- 2.1. Normal and customary engineering services do not include service in respect of the following categories of work which are usually referred to as Additional Services.
- 2.1.1. If OWNER wishes ENGINEER to perform any of the following Additional Services, OWNER shall so instruct ENGINEER in writing, and ENGINEER shall perform or obtain from others such services and will be paid therefor as provided in the Letter Agreement:

Preparation of applications and supporting documents for governmental financial support of the Project in addition to those required under Basic Services; preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

Services to make measured drawings of or to investigate existing conditions or facilities.

Services resulting from significant changes in the general scope, extent or character of the Project or major changes in documentation previously accepted by OWNER where changes are due to causes beyond ENGINEER's control.

Providing renderings or models.

Preparing documents for alternate bids requested by OWNER for work which is not executed or for out-of-sequence work.

Detailed consideration of operations, maintenance and overhead expenses; value engineering and the preparation of rate schedules, earnings and expense statements, cash flow and economic evaluations, feasibility studies, appraisals and valuations.

Furnishing the services of independent professional associates or consultants for other than Basic Services.

If ENGINEER's compensation for Basic Services is not on the basis of Direct Labor or Salary Costs, services resulting from the award of more than one prime contract for construction, materials, equipment or services for the Project, or from the construction contract containing cost plus or incentive-savings provisions for Contractor's basic compensation, or from arranging for performance by persons other than the principal prime contractors or from administering OWNER's contracts for such services.

Services in connection with field surveys for design purposes and engineering surveys and staking out the work of Contractor(s).

Services during out-of-town travel other than visits to the site.

Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.

Preparing to serve or serving as a consultant or witness in any litigation, arbitration or other legal or administrative proceeding except where required as part of Basic Services.

2.1.2. When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall perform or obtain from others any of the following Additional Services as circumstances require during construction and without waiting for specific instructions from OWNER, and ENGINEER will be paid therefor as provided in the Letter Agreement:

Services in connection with work directive changes and change orders to reflect the changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor; and evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

Additional or extended services during construction made necessary by (1) work damage by fire or other causes during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, (4) default by any Contractor.

SECTION 3--OWNER'S RESPONSIBILITIES

3.1. OWNER shall provide all criteria and full information as to OWNER's requirements for the Project; designate a person to act with authority on OWNER's behalf in respect of all aspects of the Project; examine and respond promptly to ENGINEER's submissions; and give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the work.

3.2. OWNER shall also do the following and pay all costs incident thereto:

Furnish to ENGINEER borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning and deed restrictions; all of which ENGINEER may rely upon in performing services hereunder.

Guarantee access to and make all provisions for ENGINEER to enter upon public and private property.

Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of Contractor(s)' applications for payment, and any inspection services to determine if Contractor(s) are performing the work legally.

Provide engineering surveys to establish reference points for construction.

Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

If more than one prime contractor is to be awarded for construction, designate a party to have responsibility and authority for coordinating the activities of the various prime contractors.

3.3. OWNER shall pay all costs incident to obtaining bids or proposals from Contractor(s).

SECTION 4--MEANING OF TERMS

- 4.1. As used herein the term "this Agreement" refers to the Letter Agreement to which these General Provisions are attached and to these General Provisions, Exhibit A, and Exhibit B "Duties, Responsibilities and Limitations of Authority of Resident Project Representative", as if they were part of one and the same document.
- 4.2. The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to paragraph 3.2. (Construction Cost is one of the items comprising Total Project Costs which is defined in paragraph 1.2.6.)
- 4.3. N/A
- 4.4. N/A
- 4.5. Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives

and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents and similar Project-related items in addition to those required under Section 1; and if authorized in advance by OWNER, overtime work requiring higher than regular rates. In addition, if authorized in advance by OWNER, Reimbursable Expenses will also include expenses incurred for computer time and other highly specialized equipment, including an appropriate charge for previously established programs and expenses of photographic production techniques times a factor of 1.0.

SECTION 5--MISCELLANEOUS

5.1. Reuse of Documents.

All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and ENGINEER shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and and consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

5.2. Opinions of Cost.

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.2. ENGINEER's services to modify the Contract Documents to bring the Construction Cost within any limitation established by OWNER will be considered Additional Services and paid for as such by OWNER.

5.3. Other Provisions Concerning Payments.

If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's statement therefor, the amounts due ENGINEER will be increased at the rate of 1% per month from said thirtieth day, and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges.

5.4. Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid for all services rendered to the date of termination, all Reimbursable Expenses and termination expenses.

5.5. Controlling Law.

This Agreement is to be governed by the law of the principal place of business of ENGINEER.

5.6. Successors and Assigns.

- 5.6.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 5.6.2. the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- 5.6.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.
- 5.6.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

EXHIBIT A

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES AND RELATED MATTERS

1. This is an exhibit attached to and made a part of the General Provisions attached to June 19, 1990 Letter Agreement signed on ______, 19____, between City of Crystal (OWNER) and Rieke Carroll Muller Associates, Inc. (ENGINEER) providing for professional engineering services. The Basic Services of ENGINEER as described in Section 1 of the said General Provisions are amended or supplemented as indicated below and the time periods for the performance of certain services as indicated in said General Provisions are stipulated as indicated below.

The OWNER has found it necessary to reconstruct 36th Avenue North from Welcome Avenue to Louisiana Avenue. Due to the deterioration of the driving surface throughout the length of the proposed project, the OWNER finds it desirable to consider the following elements:

East Half of Project (Douglas Drive to Welcome Ave.)

- Proposed 48' width (44' existing)
- · New curb and gutter
- Sidewalk
- Complete storm sewer
- · Utility repair as needed
- · New pavement, base/subbase
- Funding MSA (assessments possible if needed)

West Half of Project (Douglas Drive to Louisiana Ave.)

- · Existing 44' width
- Spot repairs/patching
- · Bituminous overlay
- · Funding City infrastructure fund

For both sections of the project it will be necessary to:

- · Relocate traffic signals and control as required.
- Evaluate problems with construction including detours, phasing and schedules.

Project issues envisioned include:

- Concern of residents about trucks, street width, speed, pedestrian crossings, noise, and air quality.
- · The need to retain a residential identity.
- Drawings and specifications that will allow construction to proceed and still provide residents access.
- Maintain City Council and public support throughout the project.
- Project financing and assessments.
- · Variance from 52' width required by state aid.
- Extensive drainage work east of Douglas Corps of Engineers project on Bassett Creek now complete.

• Communication with staff, Council and residents to accomplish the project with emphasis on the issues listed above.

ENGINEER's role in this project is more specifically defined in the following text.

2. During the Study and Report Phase ENGINEER shall complete a feasibility study.

The feasibility study of the 36th Avenue project will deal with a combination of project elements and analysis of components as they relate to the identified issues.

ENGINEER will provide design alternatives which will attempt to improve traffic flow patterns, if possible. Issues which will be considered are turning movements, traffic lighting, and pedestrian crossings.

ENGINEER will analyze possible traffic flow patterns during construction and suggest alternatives for detouring vehicular and pedestrian traffic around construction, and allow access to residences which are being affected by the construction.

The public utilities in 36th Avenue will then be reviewed by ENGINEER for integrity, capacity, and compliance with the City's Master Plan. Areas where the utilities need to be replaced or repaired will be identified (as directed by OWNER's Staff) and various construction methods will be analyzed. Issues which will be addressed are:

- · Minimizing disruption to residences access.
- Providing for vehicular and pedestrian traffic across 36th Avenue.
- Construction schedule will the project have to be built in phases?
- · Construction affects on adjacent buildings.
- · Soil conditions.

In addressing the soils, ENGINEER's experience will be blended with that of an experienced soils consultant as necessary to develop and evaluate alternate solutions. Based on ENGINEER's experience, a soils investigation, by a soils consultant, is recommended during the feasibility study to determine soil conditions on the project. This information is necessary to evaluate alternative solutions and the viability of the project.

ENGINEER will provide an initial cost estimate for alternatives developed, and will review possible funding options such as state aid, utility funds, infrastructure funds and assessments. OWNER's goal is to obtain as much state funding as possible to reduce local costs.

Throughout the feasibility study, ENGINEER will work closely with OWNER's staff to address concerns and incorporate ideas. When the feasibility study is completed, ENGINEER will present the feasibility study to the City Council, and to the various committees involved with the street reconstruction, for review and comments. ENGINEER will attend City Council and Committee meetings to address concerns that are raised. ENGINEER will also hold public meetings for the neighborhoods adjacent to the project to address their concerns. ENGINEER's goal is to keep the public informed about the project, and help maintain community support.

It is expected that the Study and Report Phase Services will be completed and the Report submitted within 70 calendar days following written authorization from OWNER to ENGINEER to proceed with that phase of services.

3. During the Preliminary Design Phase ENGINEER and OWNER shall agree on one design alternative to be used for final design.

The Preliminary Design Phase Services will be completed, and ENGINEER's Final Design Phase documentation and opinion of costs submitted within 45 calendar days following written authorization from OWNER to ENGINEER to proceed with that phase of services.

4. During the Final Design Phase ENGINEER shall produce bidding documents (construction drawings and specifications) consistent with the program established in the Feasibility Report. These documents will be technically compatible with the requirements of MnDOT to qualify for State Aid funds.

During final design, ENGINEER will contact all the private utility companies involved and coordinate utility relocation and replacement with them. ENGINEER will also determine a construction schedule and establish deadlines for the utility companies to move, support or replace their lines.

ENGINEER will meet with potential Contractors to discuss the constructability of the project and incorporate ideas they may have which would help speed construction and reduce costs. ENGINEER's goal is to produce a construction schedule with deadlines that a contractor can realistically meet. By setting a realistic schedule and phasing the project, if necessary, the OWNER can isolate construction to certain areas and can minimize disruptions. This is intended to help maintain community support for the project by finishing a phase of the project on time.

ENGINEER will submit a complete set of drawings and specifications to MnDOT for review to qualify for State Aid Funds, and to other appropriate agencies for review to obtain possible additional funds, and the proper permits. Drawings and specifications will be submitted to the OWNER for review and comments.

A detailed cost estimate will be prepared to be submitted, with the drawings and specifications, to the City Council for review and approval.

The Final Design Phase Services will be completed and Contract Documents and ENGINEER's opinion of costs submitted within 45 calendar days following written authorization from OWNER to ENGINEER to proceed with that phase of services.

5. During the Bidding or Negotiating Phase ENGINEER shall monitor and respond to questions regarding project requirements for prospective bidders. ENGINEER will provide written responses in the form of addendas to the specifications if necessary.

ENGINEER will review and check bids for accuracy, and recommend an award of contract. ENGINEER will also assist OWNER in preparing construction contracts, and with final steps to issue a notice to proceed with construction.

ENGINEER will organize and conduct a pre-construction conference including OWNER representatives, the contractor, sub-contractors and utility representatives. The contractor's detailed construction schedule will be available for this meeting. This schedule will be used to prepare a cash flow analysis for the OWNER and the funding agencies.

ENGINEER will conduct a public meeting to inform the community of the upcoming construction, discuss the construction schedule, outline detours, and discuss a procedure for asking questions and registering concerns during construction. This procedure will include an opportunity for people to call ENGINEER's resident project representative (RPR) after

business hours until 8:00 p.m. After 8:00 p.m., an answering machine will be on line to provide construction information and updates.

ENGINEER will prepare "Construction Phase Service Guidelines" for use during construction. The principal items covered will be as follows:

 Daily documentation to be prepared by the resident project inspector including personal diaries and photographs.

· Weekly progress reports.

- Coordination procedures for construction activities.
- · Sampling/testing schedules and procedures for construction materials.

· Contractor's submittal schedule.

- Construction record drawing documentation procedure.
- Control system for measuring and documentation of construction quantities.

The resident project representative will implement activity in accordance with the procedures outlined in the "Construction Phase Service Guidelines." RPR will utilize survey crews and testing services as construction progress demands.

- 6. During the Construction Phase ENGINEER shall conduct progress meetings to maintain communications among project participants. Written reports will be issued by ENGINEER to assess the status of the pertinent elements, review potential problems and document site visits as directed by the OWNER.
- 7. During the Operational Phase ENGINEER shall: (Not Applicable)

EXHIBIT B

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

This is an Exhibit attached to, made a part of and incorporated by reference into the Agreement made on June 19, 1990 between the City of Crystal (OWNER) and Rieke Carroll Muller Associates, Inc. (ENGINEER) providing for professional engineering services.

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents and in particular the specific limitations set forth in paragraph 1.5 of the Agreement are applicable.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

- Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
- Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

- a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
- Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

4. Shop Drawings and Samples:

- Record date of receipt of Shop Drawings and samples.
- b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
- c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.
- 5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
- 6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

 Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.

8. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. Reports:

- a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
- Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
- 10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR

are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

12. Completion:

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

- Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
- Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
- Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
- 4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
- 7. Shall not authorize OWNER to occupy the Project in whole or in part.
- Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

SCHEDULE OF RATES

June 19, 1990

FEASIBILITY STUDY

The feasibility study will be provided at the following hourly rates not to exceed \$15,000.00. The scope of work to be covered in the study includes the following items as outlined in Paragraph 1.2 of the General Provisions, and Exhibit A.

Public meetings.

Project Construction Costs

- Collection and interpretation of data.
- Identification and evaluation of alternative solutions.
- Recommendations regarding feasibility.
- Evaluation of regulatory agency requirements.
- Recommendations for further implementation of the project.

DESIGN FEES

Fees for the design phase of the project will be determined in accordance with the following schedule for paragraphs 1.3 and 1.4 of the General Provisions:

Drawings and Specifications

Less than \$50,000	Hourly
\$50,000 - \$100,000	10.0%
\$100,000 - \$200,000	8.6%
\$200,000 - \$300,000	7.8%
\$300,000 - \$400,000	7.4%
\$400,000 - \$500,000	7.0%
\$500,000 - \$750,000	6.6%
\$750,000 - \$1,000,000	6.2%
\$1,000,000 - \$2,000,000	5.7%

BIDDING AND CONSTRUCTION SERVICES

The fees for bidding and construction phase services will be at the following hourly rates for paragraphs 1.5 and 1.6 of the General Provisions.

HOURLY RATES

Senior Civil Engineer	\$70.00/hr
Civil Engineer	\$60.00/hr
Senior Civil Technician	\$55.00/hr
Civil Technician	\$50.00/hr
Senior Field Representative	\$50.00/hr
Field Representative	\$40.00/hr
Senior Draftsperson	\$45.00/hr
Draftsperson	\$35.00/hr
3-Person Survey Crew	\$88.00/hr
2-Person Survey Crew	\$70.00/hr
Registered Land Surveyor	\$45.00/hr
Secretary/Reprographics	\$30.00/hr

Reimbursables:

Mileage: \$0.26/mile

Out of Pocket: At cost



BULLETIN

May 30, 1990

TO: (Member City Officials

FROM: Karry Bakken, President

RE: AMM LEGISLATIVE POLICY COMMITTEES

HELP DETERMINE THE AMM'S LEGISLATIVE POLICIES FOR THE NEXT BIENNIUM: We, as city officials, cannot afford to sit on the sidelines and be silent. There are many critical issues facing our cities now and we must let the Legislature know what we think are the best solutions. We can do this by participating in the AMM's Legislative Policy Development Process as a member of one of the AMM's Policy Committees.

The Committees will start meeting the week of July 30th. - August 3rd. and will have a total of 4 or 5 meetings each and will finish by no later than September 15th. Please read 'Attachment A' for a brief description of the five standing policy committees.

ACTION NEEDED TO BECOME A MEMBER:

- If you were a member of a policy committee last year (1989) and wish to continue as a member of that same committee, no action on your part is needed. (You will automatically be continued as a member.)
- 2. If you were not a policy committees member last year but want to be a member, please fill out the attached form (on back of Attachment A) and return to Carol Williams, AMM, 183 University Ave., East, St. Paul, MN. 55101.
- 3. If you were a Policy Committee member last year but would like to change to a different committee, please call Roger Peterson or Vern Peterson at 227-4008 and indicate your new committee choice.

THE BOARD WILL BE MAKING THE APPOINTMENTS IN LATE JUNE SO PLEASE MAKE YOUR INTENTIONS KNOWN BY NO LATER THAN JUNE 21, 1990.

LAST CHANCE FOR RTB ADVISORY COMMITTEE:

Two earlier AMM Bulletins (March 21 and April 10) requested that 183 university avenue east, st. paul, minnesota 55101 (612) 227-4008

interested City Officials (both elective and administrative) volunteer to serve on this very important Advisory Committee which is about to be established by Mike Ehrlichmann, RTB Chair. Mike made a personal appeal at our May 16th. AMM Annual Meeting for more volunteers and indicated that he places a very high priority on establishing such a committee. Our office has received the names of several officials but more volunteers are needed from throughout the area especially from Dakota, Washington, and suburban Hennepin Counties.

IF YOU OR SOMEONE FROM YOUR CITY WOULD LIKE TO BE A MEMBER OF THIS COMMITTEE, PLEASE CONTACT EITHER ROGER PETERSON OR VERN PETERSON IN THE AMM OFFICE WITHIN THE NEXT COUPLE OF WEEKS (227-4008).

DISTRIBUTION NOTE:

This Bulletin has been mailed to member Mayors, Councilmembers and Managers/Administrators individually. We would appreciate it if the City Manager or Administrator would duplicate and provide copies of this bulletin to other city employees who might like to serve on a policy committee.

Thank you.

ATTACHMENT A

AMM LEGISLATIVE POLICY COMMITTEE DESCRIPTIONS

1. METROPOLITAN AGENCIES COMMITTEE

Considers legislative issues and other policy issues related to the Metropolitan Council and Metropolitan Agencies. The Committee monitors the structure and relationship between the regional entities and local units of government and reviews amendments to Metropolitan Development Guide Policy Chapters or any new chapters developed. The Committee has previously developed policy on land use planning, metropolitan significance, solid waste management, Met Council selection process, etc. It also reviews the Council's yearly budget.

2. MUNICIPAL REVENUES COMMITTEE

Considers any matter concerning city revenues, property taxes, and city expenditures. Including state aid formulas, state aid dollars, levy limits, property tax assessments, fiscal disparities, etc. The Committee will be looking very carefully at the effects of the 1990 omnibus tax bill as well as net tax capacity rates and the balance of aids/credits among regions of the state.

3. HOUSING AND ECONOMIC DEVELOPMENT

Considers all issues related to economic development and housing including subsidized housing, affordable housing, and activities of the Metropolitan HRA. Reviews all amendments to the Metropolitan Council's Housing Guide Policy Chapter with particular emphasis on low and moderate income housing concerns. Will review proposals dealing with EDA's, HRA's, Tax Increment Financing (TIF) and Development authorities.

4. TRANSPORTATION COMMITTEE

Considers all major issues related to air and surface transportation including funding sources at all governmental levels. The ten (10) elected officials who represent the AMM on the Transportation Advisory Board (TAB) and the eight (8) city staff officials who represent the AMM on the Technical Advisory Committee (TAC) are encouraged to be members of this Committee along with other city officials.

5. GENERAL LEGISLATION COMMITTEE

Considers other issues which have impact on metropolitan area cities outside the scope of other AMM committees. In the past, this Committee developed policy on municipal self insurance, municipal consolidation, pensions, cable communications, PELRA Amendments, Comparable Worth, etc.

POLICY COMMITTEE SIGN-UP FORM

(Please return by not later than June 21st.)

NAME		CITY TITLE	
**		CITY	
PREFERRED	MAILING ADDRESS		
		(st	reet)
		(city)	(zip code)
PREFERRED	TELEPHONE CONTAC	T NUMBER	has the telling
		ATE COMMITTEE CHO	ICE
	Munio	cipal Revenues	
	Metro	opolitan Agencies	
	Hous:	ing and Economic	Development
	Gener	ral Legislation	
\$	Trans	sportation	
SUGGESTED	ISSUES TO BE STO	JDIED	
	1 11		100

PLEASE RETURN TO:

Association of Metropolitan Municipalities

183 University Ave., East

St. Paul, Minnesota 55101

Att: Carol Williams

City of Crystal

Memorandum

DATE: June 14, 1990

Jerry Dulgar, City Manager TO:

Darlene George, City Clerk FROM:

Solicitor's Permit for Association of Community SUBJECT:

Organizations For Reform Now (ACORN).

On April 17, 1990, the City Council approved a Solicitor's Permit for ACORN to solicit in Crystal from May 1, 1990 to May 31, 1990. I received a call from ACORN this week stating that they were unable to canvass on the dates they requested and would like to change the dates to June 25 through July 31, 1990. They were instructed to submit an updated list of canvassers and a letter stating the dates of solicitation requested for placement on the June 19 City Council Agenda.

Attached is this letter and list. It will be placed on the June 19 Council Agenda for consideration.

DG:jls

OACORN

6-12-90

Varience George
City of Caystal
4141 Pouglas De.
Caystal, MN 55422

Dear Ms. George:

Here is the Additional List of

Names of ACORN canvassers that will

be working in Caystal, We would

be working in Carvass on or

like to begin our canvass on or

about June 25 + will be in

Crystal through July 31, 1990. If you

Crystal through July 31, 1990. If you

Crystal through July 31, 1990. In

have any further questions you can

have any further questions you can

have any further questions you can

have any further questions your can

have number

Reach me at the phone number

Reach Thanks for your consideration.

Since Rely,

Douglas J. Mink

Douglas J. Mink

MN ACORN Canass director

Association of Community Organizations for Reform Now 757 Raymond Avenue, Room 206, St.Paul, MN 55114 (612)642-9639

OACORN

LIST OF ACORN CANVASSERS

55# Douglas J. mirk 2015 GARfield Ave. So. MINNEAPOLIS, MN. 55405 sue Hutchinson 55# 2428 Aldrich Auc. 50, # 8 DOB Minneapolis, Mw. 55405 DAN NICOLA; 55 # 1904 STEVENS AVE. SO. D.O.B. MINNEAPOLIS, MN. 55403 DEENA HANSON 55# 1520 EllioT Ave. 50. # 204 D. O. B. MINNEAPOL'S, MN. 55404 Nikkole KEHRBERG 55.# 1105 18 12 AUC. N.E. D. O. B . Minreapolis, MN. 55418 GeRAID Mierze Jewski 55 # 918 E. 22~d St. #1008 O.O.B. Minneapolis, mm. 55404 ALYS Wild 55# 1926 3rd Ave. #32 DOB. minneapolis, mn. J. OTIS POWELL 55# 1280 Grand Ave D.O.B. 57. PAUL, my. 55105 BARBIA ROSSMiller 1090 15T4 Ave. S.E. D.D.B. MINNEAPOL'S, MN. 55414 JONATHAN LEU! 55# 1624 MARSHALL D.O. B. ST. PAUL, MN. 55104

Association of Community Organizations for Reform Now 757 Raymond Avenue, Room 206, St.Paul, HN 55114 (612)642-9639

O ACORN

PAge - 2

LIST OF CANVASSERS

Mick Weiner
469 Selby #5
57. PAHI, MN. 55102
JAMIE McClellAND
1674 DAGTON
57. PAUL, MN. 55104
ALICE WARREN
6107 QUAIL AVE. N.
Brosklyn Center 55429

DAWN BRAATZ

5201 MORGAN AUC. SO.

MINNEAPOLIS, MN. 55419

SUSAN S. KIM

8616 SANDERS Rd.

Bloomington, MN. 55438

HEATHER BATCHELOR

1660 CUMBERIAND AVE. #306

57. PAUL, MN. 55117

MARK WAHI 3100 E. 22~d Minne Apolis Mn. 55406

5.5 # D.0.8.

55 H 008

55 H 0.0.8.

0.0.B.

0.0.8.

55# D.O.B.

SS # Do B

Association of Community Organizations for Reform Now 757 Raymond Avenue, Room 206, St.Paul, MN 55114 (612)642-9639

DATE: June 14, 1990

MEMO TO: Jerry Dulgar, City Manager

FROM: Darlene George, City Clerk

SUBJECT: City of Crystal Charter Commission

Attached is a copy of a letter of resignation from the Charter Commission submitted by James R. Ryan.

Also attached is a list of potential Charter Commission appointees. We should ask the council if they have any additional names to add to the list prior to submittal to the district judge for the appointment process.

kg

May 31, 1990

Jack Irving Chair Crystal Charter Commission 4141 Douglas Drive, North Crystal, MN 55422

Dear Jack:

Please accept my resignation from the Charter Commission. I have other committments that are currently taking priority and I do not wish to serve on the commission any longer.

Very truly yours,

James R. Ryan

JRR/skw

POTENTIAL CHARTER COMMISSION APPOINTEES CITY OF CRYSTAL

June 19, 1990

- 1. Arthur Cunningham, 7720 36th Avenue North #310
- 2. Bill Garber, 3442 Florida Avenue North
- 3. E. Gary Joselyn, 4068 Hampshire Avenue North
- 4. Philip G. Karno, 3109 Aquila Avenue North

We have been unable to reach Jerome E. Gates, 5108 - 48th Avenue North and Liz Reid, 5417 Vera Cruz Avenue North. Messages have been left but calls not returned.

CITY OF CRYSTAL-

The Lions Club of Crystal is asking permission to shut down the Bass Lake Road for a July 4th fireworks display, from approximately 9:30 p.m. to 10:30 p.m.

This would be from Sherbourn Blvd. to Elmhurst to the East, and Elmhurst to Hampshire to the West. This is a safety feature that has been done in the past for the Frolics Fireworks display.

Thank you.

Bill Scheiller, Lions President

R. L. (Rollie) Smothers

Lions Chair