



[Crystal \(Minn.\).](#)
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Executive Session
Crystal City Council
December 18, 1991

Pursuant to due call and notice thereof, an Executive Session of the Crystal City Council was held on December 18, 1991, at 6:30 P.M., at 4141 Douglas Drive, Crystal, Minnesota.

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

Councilmembers

P Carlson

P Grimes

P Herbes

P Irving

P Joselyn

P Langsdorf 6:44 p.m.

P Moravec 6:42 p.m.

P Krueger (Councilmember Elect)

Staff

P Dulgar

P Kennedy & Mary Dobbins

P Gohman

P Mossey

P George

The City Council discussed a pending lawsuit between Law Enforcement Labor Services (LELS) and the City of Crystal with representatives of the City Attorney's office.

The Mayor adjourned the meeting at 6:58 P.M.

HOLMES & GRAVEN

CHARTERED

470 Pillsbury Center, Minneapolis, Minnesota 55402

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MARY G. DOBBINS

Attorney at Law

Direct Dial (612) 337-9221

December 16, 1991

Marylee Abrams
Law Enforcement Labor Services
10800 Lyndale Avenue South
Bloomington, Minnesota 55420

Re: LELS v. City of Crystal
Our File No: CR205-107

Dear Ms. Abrams:

As you are aware, this firm represents the defendants in the above-captioned action. My clients have asked me to contact you regarding certain events that have transpired since the lawsuit was served and filed.

Representatives of LELS have appeared before the City Council and have attempted to discuss the issues involved in the litigation. By filing the lawsuit, LELS chose the forum in which the issues will be resolved. We do not intend to conduct the litigation before the City Council, the media, or in any setting other than Judge Greenberg's courtroom. This is LELS' choice, but it is one that we must insist upon, given the current posture of the action.

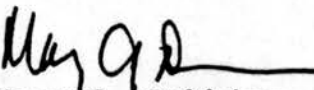
Likewise, in the course of the contract negotiations currently going on, LELS representatives have tape recorded the bargaining sessions and have attempted to obtain admissions against the City's position from the participants in the negotiations. Again, LELS has chosen the forum in which the issues will be decided, and I will not allow discovery in the litigation to take place in a manner other than that provided in the Rules of Civil Procedure.

Enclosed herewith and served upon you are the defendants' Answer, Memorandum of Law and Affidavit of James Mossey.

December 16, 1991
Page Two

Please feel free to contact me with any comments or questions.

Very truly yours,


Mary G. Dobbins

MGD:dh

cc: Jerry Dulgar (w/enc)
James Mossey (w/enc)
Nancy Gohman (w/enc)

STATE OF MINNESOTA

COUNTY OF HENNEPIN

DISTRICT COURT

FOURTH JUDICIAL DISTRICT

COURT FILE NO. MX-91-21822

Law Enforcement Labor Services,
Inc. and Local No. 44, No. 56,

Case Type: Other Civil

Plaintiffs,

v.

City of Crystal, Mayor Betty Herbes,
Chief of Police James Mossey, and
City Manager Jerry Dular,

Defendants.

DEFENDANTS'
MEMORANDUM OF LAW
IN OPPOSITION TO
MOTION FOR TRO

INTRODUCTION

Plaintiffs Law Enforcement Labor Services (LELS) Local 44 and Local 56 are the exclusive representatives for the patrol officers and police sergeants employed by the City of Crystal (the City). In this action, LELS seeks a temporary restraining order preventing the City from implementing certain scheduling and organizational changes within the police department. The City submits this Memorandum of Law in Opposition to LELS' motion. The changes that the Management Team has announced are well within the inherent managerial rights reserved to the City in both the Public Employment Labor Relations Act (PELRA) and in the Labor Agreements that are in place between the parties. Thus, there is no need for the City to meet and negotiate with plaintiffs prior to implementing these changes.

FACTS

The City of Crystal's Police Department is managed by a Police

Management Team consisting of Police Chief James Mossey, Lt. Craig Thomseth and Lt. Richard Gautsch. In early November that Management Team issued a Memorandum to all Police Department personnel announcing certain organizational and scheduling changes. The Memorandum is attached to the Affidavit of Chief Mossey as Exhibit A. The changes were made necessary by the fact that the City's Police Department will not receive any increase in budgetary dollars in 1992 over that which it received in 1991. Faced with these financial constraints, and in order to provide the most effective police service to the citizens of Crystal, the Management Team announced certain changes. They are summarized as follows:

All three Sergeants will work in the Field Operations Division, each supervising a shift;

There will be four investigative positions, which all patrol officers will rotate into for one year periods; each officer will thus hold the investigative position once every five years;

The position of Corporal will be abolished; if additional supervisors are needed, Temporary Sergeants will be appointed;

In order that all sworn officers work in an enforcement/protective capacity, a civilian will be hired as a Crime Prevention Specialist;

The officer currently assigned to Property and Evidence Processing will be returned to an enforcement/protective capacity and those duties will be assigned to one of the Lieutenants with assistance from non-sworn Community Service Officers (CSO), and to clerical personnel;

All officers will work rotating shifts on a four month basis, with the original assignments bid on the basis of seniority;

A part-time officer may be hired to do code enforcement work and to do school presentations.

In the past, the investigative positions have been split between two positions that were a "determinate" length, and two that were "indeterminate". In order to give all officers a chance to work in the investigative area, the City now intends that all four investigative positions be for a one year period of time, and that each officer will rotate into an investigative position every five years. Contrary to the allegations made by plaintiffs, no officer has ever been "promised" or assured by the City that he/she would hold an investigative position permanently. Affidavit of Chief James Mossey, para. 3. While the labor agreement between the City and local 44 does recognize the investigator positions, Section 3.8 defines Investigator/Detective as "an employee specifically assigned by the EMPLOYER to the job classification and/or job position of INVESTIGATOR/DETECTIVE." [emphasis added]. No permanent assignments are recognized, or even mentioned in the labor agreement.

The changes with respect to the use of administrative and non-sworn personnel to perform the Crime Prevention Specialist and evidence and property functions are directed toward providing the maximum amount of police protection and enforcement possible given the budget constraints that the Police Department is operating under.

Contrary to the allegations made by LELS in plaintiffs' Memorandum, the LELS bargaining units will not be diminished in any manner--no one is losing his/her position as a police officer with the City of Crystal. Instead, the sworn officers are being

reassigned to perform patrol, investigatory and enforcement work in order to better serve the citizens of Crystal. Other supportive functions that may be effectively performed by non-sworn officers are being transferred to such persons.

The Management Team has also announced that the police officers will work rotating shifts beginning in January 1992. There are several policy reasons for this change in scheduling. Each officer will be exposed to and evaluated on a wider variety of situations, and will be able to work with a larger number of supervisors and fellow officers. It will also allow the sergeants to work in all situations and to supervise all officers. Again, there is absolutely no provision in the Labor Agreements in place between the parties that guarantees any specific shift to any officer, or that precludes the type of scheduling that is being implemented by the Management Team.

Plaintiffs allege that these changes are a breach of the contracts in place between the City and Locals 44 and 56, are unconstitutional and constitute an unfair labor practice under Minn. Stat. ch. 179A, the Public Employment Labor Relations Act. The City argues that the changes it proposes fall within the area of inherent management rights, and that it need not meet and negotiate with LELS regarding these changes.

ARGUMENT

In its Memorandum, LELS claims that it is entitled to receive a temporary restraining order from this Court, because the changes

announced by the City are unconstitutional and because they constitute an unfair labor practice due to the fact that the City did not negotiate the changes with LELS. The City argues that the plaintiffs are not entitled to the relief they seek.

I. LELS CANNOT SHOW THAT IT
MEETS THE CRITERIA NEEDED TO
OBTAIN INJUNCTIVE RELIEF

Under Minnesota law, in order to obtain injunctive relief, a party must show:

1. The nature and background of the relationship of the parties;
2. The harm to be suffered by the plaintiff if the relief is denied as compared to that inflicted on defendants if the injunction is issued;
3. The likelihood that one party or the other will prevail on the merits;
4. Public policy concerns;
5. The burden on the Court in administering the injunction.

Dahlberg Brothers, Inc. v. Ford Motor Co., Minn. , 137 N.W.2d 314 (1965). Each of these factors will be considered below.

A. The Nature and Background of the Relationship
of the Parties

In this case, the parties have a long-standing history as employer and exclusive representative of the police officers. The Police Management Team, in an effort to maximize the City's ability to provide police service to the citizens, has proposed certain structural and scheduling changes. LELS, on the other hand, seeks to manage the Police Department, and to restrain the ability of the Management Team to organize the department appropriately. While PELRA and the Labor Agreements currently in place between the

parties designate certain subjects as those that must be negotiated about, other areas, including work schedules and organizational structure remain the responsibility of the Management Team. The relationship between the parties is created by statute and the Labor Agreements, and cannot be altered simply due to the plaintiffs' dissatisfaction with management decisions.

B. Balancing of the Harm

To obtain an injunction, plaintiffs must show that the harm they will suffer if the reorganization of the police department is accomplished is greater than the harm that the City will suffer if it is unable to implement the reorganization. Morse v. City of Waterville, 458 N.W.2d 728, 729 (Minn. App. 1990). Only on a showing of "great and irreparable injury", is injunctive relief appropriate. Central Lakes Educational Association v. Independent School District 743, 411 N.W.2d at 878 (Minn. Ct. App. 1987), citing Cherne Industrial, Inc. v. Grounds and Assoc., 278 N.W.2d 81, 92 (Minn. 1979). The failure to show irreparable harm is sufficient ground upon which to deny an injunction. Morse, 458 N.W.2d at 729.

Courts have viewed strictly the requirement of a strong showing of irreparable harm. So, for example, where a city employee was suspended, suffering loss of vested rights and retirement benefits, vacation, sick leave, health insurance, and seniority, and where the circumstances surrounding her suspension could cast a shadow of suspicion on her reputation, the circumstances were found "insufficient to warrant the

extraordinary remedy of interim injunctive relief." Even "substantial personal disruption", which the court found "no different then that suffered by any person facing an unanticipated suspension or layoff from work" was not an extraordinary circumstance to support a finding of irreparable harm. Morris, 458 N.W.2d at 730. The injury claimed by the plaintiffs must be real and substantial, "not imagined". Central Lakes, 411 N.W.2d at 878, citing AMF Pin Spotters, Inc. v. Harkins Bowling, Inc., 110 N.W.2d 348, 351 (1961). "An injunction will not issue to prevent an imagined injury which there is no reasonable ground to fear." Hollincamp v. Peters, 351 N.W.2d 108, 111 (Minn. App. 1984). So, for example, the potential of lack of sleep due to a rotating shift, disruption of family life, and disruption of morale are not such real and substantial complaints to justify relief. Central Lakes, 411 N.W.2d at 878. Such claims are potential injuries, rather than interests in a right to which employees are entitled. See, e.g., Hollincamp, 358 N.W.2d at 112 (injunction will not issue to protect a right not in esse and which may never arise).

The affidavits of the individual police officers also suggest harm will arise by reassignments of certain officers to patrol duty. Even if these claims are not covered by the management contract, or the right of management to organize the department in an efficient fashion, injunctive relief is not an appropriate remedy to determine which officer should fill what position in the department. See, e.g., Ryan v. Hennepin County, 29 N.W.2d 385, 387 (Minn. 1947) (determination of a right to a specific public job

is beyond the competence of equity).

Further, such claims are primarily economic, and an injunction is not an appropriate remedy in this situation. Morris, 458 N.W.2d at 730. Claims of harm of this nature are subject to awards of, for example, back pay or other relief, if it is found that the individual has suffered economic harm in violation of the contract. Therefore, any harm suffered by an individual officer is not "irreparable", and thus not the type of harm subject to injunctive relief.

On the other hand, if the police department reorganization is delayed or stopped, public monies expended in an inefficient manner cannot be replaced. The City is facing budget constraints which require it to reduce its budget expenditures and to reach a state of greatest efficiency as expeditiously as possible. The operational reorganization of the police department is an important endeavor for the City. It is the City, not the police unions or the police officers, which faces great and irreparable harm if the TRO is issued.

C. Likelihood of Prevailing on the Merits

In essence, there is only one question that the Court must answer in this proceeding, that is, whether the changes proposed by the City constitute "terms and conditions of employment", triggering a need for the City to meet and negotiate with LELS prior to their implementation. Minn. Stat. § 179A.07 subd 2. The City maintains that the organizational and scheduling changes it proposes are matters of inherent managerial policy, left to the

discretion of the employer under PELRA and under the Labor Agreements between LELS and the City.

Under PELRA, a public employer retains the ability to make inherent managerial policy:

A public employer is not required to meet and negotiate on matters of inherent managerial policy. Matters of inherent managerial policy include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selection of personnel, and direction and the number of personnel.

Minn. Stat. § 179A.07 subd. 1. Additionally, in each of the Labor Agreements bargained for and agreed to by the plaintiffs and the City, identical provisions appear regarding Employer Authority:

5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this AGREEMENT.

Copies of the Labor Agreements are attached to the Affidavit of Chief Mossey as Exhibits B and C. The changes that the City has proposed and that the plaintiffs complain about are the very matters left to the City's discretion--the establishment of work schedules and the modification of the organizational structure. The City has no obligation to meet and negotiate with plaintiffs regarding these matters prior to implementing these changes.

The Minnesota appellate courts have discussed the distinction between matters of "inherent managerial policy" and "terms and

conditions of employment" on many occasions, in deciding what issues are subject to mandatory bargaining under PELRA. The Minnesota Supreme Court has recognized that "many inherent managerial policies concomitantly and directly affect the terms and conditions of employment." Law Enforcement Labor Services v. County of Hennepin, 449 N.W.2d 725 (Minn. 1990)(citations omitted). Merely because a managerial decision has an impact on the terms and conditions of employment does NOT make it the subject of mandatory bargaining. Id. If the policy decision is so "intrinsically interwoven with its implementation that to require the public employer to negotiate its implementation would also force it to negotiate the underlying policy decision, no negotiation is required." Id.

Thus, even if the changes proposed by the City are found to have some impact on the "terms and conditions" of the police officers' employment, the implementation of those changes is so interwoven with the policy decisions that to require bargaining over the implementation would require bargaining over the policy. There is no practical way in which the changes can be separated from their implementation, and therefore, the City has no duty to bargain regarding these changes.

As a second contention, LELS has claimed that the Memorandum issued by the Police Management Team on November 7, 1991, is an unconstitutional impairment of contract. By its very nature, this claim must fail. Article I, Section 11 of the Minnesota Constitution provides that "No...law impairing the obligation of

contracts shall be passed..." The United States Constitution provides similar protection. In this case, no "law" has been passed that impairs the Labor Agreements between plaintiffs and the City. The case relied upon by LELS, Christensen v. Minneapolis Municipal Employee Retirement Board, 331 N.W.2d 740 (Minn. 1983) involves a legislative enactment changing the retirement benefits awarded municipal employees. The necessity that a law be involved is a crucial element of the cause of action, and one that is totally lacking in the instant case. A Memorandum issued by the City simply does not give rise to a constitutional cause of action for impairment of contract.

Thus, with respect to each of the plaintiffs' claims, the City is likely to prevail on the merits in this lawsuit.

D. Public Policy Considerations

The fourth factor in considering whether a TRO should be entered is the public policy considerations involved. In this instance, the primary public policy to be considered is the provision of the maximum amount of police protection to the citizens of Crystal. The Police Management Team is seeking to restructure the department in such a way that sworn officers are involved to the greatest possible extent in protective and enforcement activities. The Team seeks to expose officers to a variety of situations by rotating shifts, and to allow all officers to be evaluated by a number of supervisors. All of the investigative positions will be rotated to allow each officer to hold the position for a period of one year. In the judgement of

the Management Team, these changes will result in the best possible police protection for the City of Crystal. The Minnesota legislature, in enacting PELRA, balanced the rights of public employees to organize with the need for certain managerial decisions to be made by the employer. Both PELRA and the Labor Agreements in place between the parties to this action recognize that the City must be allowed to determine the organizational structure of the police department and its scheduling needs. Thus, public policy demands that the TRO not be issued.

E. Administrative Burden to Court if TRO is Granted

This factor also weighs against the granting of the requested TRO. In effect, LELS is requesting that this Court place itself in the position of managing the personnel decisions of the Police Department, including its structure and its scheduling. This would be a heavy administrative burden on the Court, and one that is not contemplated by PELRA. The appropriate scheduling of police officers and their assignments within the police department are administrative matters that belong with the administrative officials in the police department, and would create excessive difficulties in administration for the Court.

CONCLUSION

Based upon the foregoing, the City of Crystal respectfully requests that the plaintiffs' motion for a Temporary Restraining Order be denied.

Dated: December 16, 1991

HOLMES & GRAVEN, CHARTERED

By Mary G. Dobbins
Mary G. Dobbins 14587X
John M. LeFevre, Jr. 61852
470 Pillsbury Center
Minneapolis, MN 55402
(612) 337-9300
Attorneys for Defendants

**CITY OF CRYSTAL
POLICE DEPARTMENT
MEMORANDUM**

DATE: November 7, 1991
TO: All Police Department Personnel
FROM: Police Management Team
SUBJECT: Organizational Structure Changes

As many of you are aware, the Police Department has been informed that we will receive no increase in budgetary dollars for 1992 over what we received in 1991. The exception to this is replacement of four marked cars. We may also be facing further state aid cuts during 1992.

In addition, the police sergeant position formerly held by Boyd Barrott will not be filled. Thus, for 1992, we will have twenty-one (21) Police Officer positions, three (3) Sergeant positions, two (2) Lieutenant positions and the Chief for a total of twenty-seven (27) full-time sworn positions in the police department.

We have consulted with the City Manager regarding changes we feel we need to make to maximize all our resources. He has concurred with the following organizational structural changes in the Police Department:

- A. The Administrative Services Lieutenant will assume responsibility for the first line supervision of the investigative function in place of the Sergeant position we presently use. The Investigative Sergeant will be moved to join the other two Sergeants in the Field Operations Division where each will be responsible for an operational shift.
- B. Before the budget crisis we now suffer became a reality, we were able to assign four (4) Police Officers to the investigative function. Two positions were indeterminate and two were determinate in length. We have since lost one of the determinate positions due to reduction of personnel. In order to give all Police (Patrol) Officers a chance to experience the investigative function on a regular basis, we have decided to make a total of four (4) determinate positions for

that function. The determinate length of time will be one year or less, at which time all Patrol Officers will rotate out to allow others in. This should give all Patrol Officers an assignment in investigations at least once every five years. The exact calendar month each rotation will take place will be determined later. One Officer will be assigned to be an undercover operative for the North West Metro Drug Task Force for a one year period or less. This Officer will be from the Police (Patrol) Officer ranks and will not be part of the four position rotation for investigations. The Task Force Officer may be called back for duty in Crystal as needed.

- C. As you know, we have few opportunities for Officers to experience supervisory responsibility to the fullest. Our present system of Corporals and Officers In Charge does not afford individuals a true sense of supervisory responsibility and authority. Therefore, we have decided to discontinue the rank of Corporal and return those individuals to their former classification as Police (Patrol) Officers in Field Operations, effective January 1, 1992. We will also discontinue the use of Officer in Charge as now used in our organization. This also will take effect January 1, 1992.

In their place, we will institute a program where Temporary Sergeants will be appointed as needed. These temporary Sergeants will have the full responsibility, authority and accountability of permanent Sergeants. These appointments will be made by management. Hopefully this system will give the Management Team an opportunity to evaluate the performance of as many Officers as possible while they serve in this capacity. This will aid us in making a decision on who would best serve in this capacity if an opening occurs in the Sergeant Ranks that we will be able to fill from within if someone qualifies.

Compensation for these Temporary Sergeants will be negotiated with the appropriate bargaining unit.

- D. In order to maximize our police resources, we must have all of our Police Officers working in an enforcement/protective capacity. With this in mind, we have requested a non-sworn individual in lieu of a Police Officer to serve in the capacity of Crime Prevention Specialist. The monies for this position are included in the 1992 budget. Addition of this position will allow us to re-

assign the Police Officer working in this capacity to duties in Field Operations. Several other metro police departments are using non-police personnel as Crime Prevention Specialists with great success.

Secondly, the Officer presently assigned to duties in the area of Property and Evidence Processing will also be moved to duties more in line with Police Officer Enforcement/Protection responsibility. The processing of property and evidence will continue to be the responsibility of the Administrative Lieutenant who may use Community Service Officers as needed to manage the physical aspects of the job. Clerical functions related to this Officers former duties will be assumed by the Clerical Staff and assigned as required by the Office Manager.

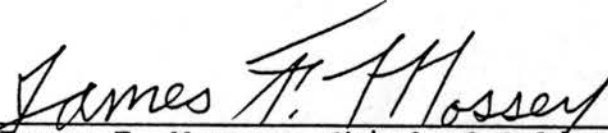
In order to supplement the clerical staff to perform these and other functions, the Police Dispatchers will work some form of a 6-3 rotational schedule. The exact configuration will be determined later. One person will be scheduled part-time for clerical assignments.


- E. For Management to get a comprehensive look at each Patrol Officer's performance, we feel that Officers should be exposed to as many varied situations as possible. This will enable each Supervisor to evaluate each person on a regular basis under various circumstances. Also the Management Team will be able to evaluate supervisors under the same conditions. To this end, both Patrol Officers and Patrol Sergeants will work rotating shifts. The Patrol Sergeants will rotate in a counter clockwise direction every four months. Patrol Officers will rotate in a clockwise direction every four months. This will afford everyone a chance to work almost all times of day and night over a one year period with a variety of different police personnel. A work schedule with shift choices based on the above described rotation will be posted for shift pick by seniority no later than November 15, 1991. There will be sixteen (16) Police Officers and three (3) Sergeant positions available for patrol shifts.
- F. We are considering hiring a part-time Police Officer (less than 14 hours per week) to work as a Code Enforcement Officer and assist in the school presentations we make at the grade school level. The CSO's duties will be reviewed and reassigned


as needed in order to provide assistance to the part-time Officer.

Additionally, various duties and responsibilities will be adjusted for affected personnel to better cover responsibilities created or deleted by this organizational structure change. Details of these changes are in progress and will be decided on as soon as possible.

We would like to emphasize that these changes are being implemented to address our decreasing financial resources and to attempt to create fairness and career opportunities for all members of the police department.


James F. Mossey, Chief of Police


Lt. Craig Thomseth


Lt. Richard Gautsch

JFM/CCT/RG:dsl

cc: Jerry Dulgar, City Manager
Nancy Gohman, Ass't City Manager

865

COUNCIL AGENDA

December 18, 1991

Pursuant to due call and notice thereof, the Regular meeting of the Crystal City Council was held on December 18, 1991, at 7:30 P.M., at 4141 Douglas Drive, Crystal, Minnesota.

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

Councilmembers

P Carlson
P Grimes
P Herbes
P Irving
P Joselyn
P Langsdorf
P Moravec

Staff

P Dulgar
P Norris
P Kennedy
P Monk
P Barber
P George
P Gahman

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

1. The City Council considered the minutes of the Regular Council Meeting of December 3, 1991.

Moved by Councilmember J and seconded by Councilmember L to (approve) (approve, making the following exceptions: Item #12 - change the word "accepted" to "received" to) the minutes of the Regular Council Meeting of December 3, 1991.
Motion Carried.

CONSENT AGENDA

1. Set 7:00 p.m., May 5, 1992, as the date and time for the Local Board of Review meeting.
2. Consideration of the letter of resignation from the Planning Commission dated 12-6-91 submitted by Debra Guertin (Ward 4).

Moved by Councilmember C and seconded by Councilmember G to approve the Consent Agenda.

Motion Carried.

REGULAR AGENDA

1. The City Council continued consideration of authorization to issue a building permit for a structure to enclose the recovery equipment as requested by Target, 5539 West Broadway, and consideration of the Crystal Shopping Center's objection to the proposed location of a 32 foot air stripping tower that the Target Store wishes to build in its parking lot. *Those appearing and heard were:*

*Jim Bakke and Jack Matlock, Twin City Testing
Mike Bell, Target
Jeff Hill, Carbonadix*

Moved by Councilmember J and seconded by Councilmember C to ~~(approve)~~ (deny) (continue until _____ the discussion of) the authorization to issue a building permit to build a structure to enclose the recovery equipment used to remove contaminants as requested by Target, 5539 West Broadway, *with conditions set forth to: (1) enclose the tower, (2) building to be removed at Target's expense upon termination of the remedial system.* **Motion Carried.**

Aye: G, H, I, J, L, C

No: M

2. Mr. Charles Leininger of CDL Company appeared before the City Council to discuss license fee for amusement devices in the City of Crystal. Council requested a ^{staff} recommendation to be brought back to them.

*Staff - check w/ other cities in memo to see if flat fee is for the business or for each location
- get survey from CDL*

3. The City Council reconsidered an amendment to the Crystal Fire Relief Association Bylaws relating to pension benefits. Ron Toques of the Crystal Fire Relief Association appeared and was heard.

Moved by Councilmember M and seconded by Councilmember I to (approve) (deny) (continue until _____ the discussion of) an amendment to the Crystal Fire Relief Association Bylaws relating to pension benefits, extending the \$250 increase in a lump sum payment and 50¢ per month benefit for the retirees for ^{every} the following 3 years, (4 consecutive years - 1992-1995). **Motion Carried.**

Aye: I, J, M

No: H, L, C, G Motion failed

J/M extend the \$250 increase in a lump sum payment and 50¢ per month benefit for the retirees for one additional year (2 consecutive years rather than 4 consecutive years - 1992-1993).

Aye: I, J, L, M, C, G

No: H

Motion Carried

Recess 9:05 p.m. - Reconvene - 9:12 p.m.

4. The City Council considered plans for the County Road 81/Wilshire Blvd. Intersection Project.

C/I

Resolution No. 91-96

Resolution Approving Plans and Specifications for CR 81/Wilshire Blvd. Intersection Improvement Project (SAP 116-326-01) and Establishing a No Parking Zone on Wilshire Blvd. Between CR 81 and Yates Avenue.

Roll call -

Motion Carried

M/C to Move from item 4 to Open Forum:

Motion Carried

Moved by Councilmember _____ and seconded by Councilmember _____ to (approve) (deny) (continue until _____ the discussion of) construction and right-of-way plans for the County Road 81/Wilshire Blvd. Intersection Project as presented by the City Engineer.

Open Forum Next:

Motion Carried.

5. The City Council reconsidered a policy change to the Personnel Rules and Regulations regarding inclement weather.

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

RESOLUTION NO. 91- 97

RESOLUTION RELATING TO PERSONNEL ADMINISTRATION:
AMENDING CRYSTAL CITY CODE APPENDIX V
(PERSONNEL RULES AND REGULATIONS)

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

Motion carried, resolution declared adopted.

6. The City Council considered the Second Reading of an ordinance cancelling salary increases of the City Council for 1992.

Moved by Councilmember C and seconded by Councilmember L to adopt the following ordinance:

ORDINANCE NO. 91-23

AN ORDINANCE RELATING TO CITY
GOVERNMENT: MAYOR AND COUNCIL'S SALARY:
REPEALING CRYSTAL CITY CODE,
SUBSECTION 210.09, SUBD. 1, CLAUSE (d) AND
SUBD. 2, CLAUSE (d)

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

Motion Carried.

7. The City Council considered the Second Reading of an Ordinance amending utility rates.

Moved by Councilmember C and seconded by Councilmember G to adopt the following ordinance:

ORDINANCE NO. 91-24

AN ORDINANCE RELATING TO SEWER, WATER AND STREET
LIGHTING RATES AND CHARGES: AMENDING CRYSTAL
CITY CODE, SUBSECTION 710.05 AND SUBSECTION 715.13,
SUBDIVISIONS 1 AND 4

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

Motion Carried.

8. The City Council discussed scheduling a work session to discuss issues regarding redevelopment and tax increment financing, including Paster's request for assistance. *A work session was set for 7 p.m. on January 28, 1991, location to be determined.*

Moved by Councilmember J and seconded by Councilmember M to set as the date and time for a work session of the City Council to discuss issues regarding redevelopment and tax increment financing, including Paster's request for assistance with costs for reconstruction of the parking lot at the Crystal Shopping Center.

Motion Carried.

9. The City Council considered approval of a contract for architectural services with The Alliance for City Hall renovation.

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

RESOLUTION NO. 91-98

RESOLUTION AWARDING A CONTRACT

By roll call and voting aye: J, L, M, C, G, H, I; voting no: , , , ; absent, not voting: , , .

Motion carried, resolution declared adopted.

10. The City Council considered interim provisions regulating Wetland alteration.

Moved by Councilmember J and seconded by Councilmember G to designate the Shingle Creek and Bassett Creek Water Management Commissions as Crystal's local governmental unit in compliance with provisions of the Wetlands Conservation Act.

Aye: L, M, G, H, I, J

No: C

Motion Carried.

11. The City Council considered a reconveyance agreement with MWCC for sanitary sewer trunk.

Moved by Councilmember J and seconded by Councilmember M to (approve) (deny) (continue until _____ the discussion of) the reconveyance agreement with financing the repurchase to be consistent with alternative Exhibit B (payment at 4 percent over 9 years: 1992-2000).

Aye: C, G, H, J, M

Abstain: L, I

Motion Carried.

12. The City Council considered a resolution transferring funds.

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

RESOLUTION NO. 91-99

RESOLUTION TRANSFERRING FUNDS

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

Motion carried, resolution declared adopted.

13. The City Council considered a resolution and First Reading of an Ordinance relating to waiver of license and permit fees. *No action taken. Item referred to staff for a recommendations*

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

RESOLUTION NO. 91-

RESOLUTION RELATING TO WAIVER OF
LICENSE AND PERMIT FEES

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

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

ORDINANCE NO. 92-

AN ORDINANCE RELATING TO WAIVER OF LICENSE
AND PERMIT FEES: ADDING SECTION 1000. __ FEES:
WAIVER IN CERTAIN CASES

and further, that the second and final reading be held on January 7
1992.

Motion Carried.

14. The City Council discussed an ordinance amendment to change City Council terms from 3 years to 4 years.

Moved by Councilmember G and seconded by Councilmember C to adopt the following ordinance:

ORDINANCE NO. 92-

AN ORDINANCE RELATING TO CITY GOVERNMENT;
ELECTIONS; AMENDING CITY CHARTER SECTION 2.03,
SUBD. 6 AND SECTION 2.03 BY ADDING A
SUBDIVISION; REPEALING CITY CHARTER SECTION 2.03, SUBD. 5

and further, that the second and final reading be held on January 7, 1992

~~Motion Carried.~~

I/J to amend the motion to include changing the City from 4 wards and 2 sections plus a Mayor to 6 wards and a mayor and direct the City Attorney to provide language for this change

*Aye: G, I, J, L
No: M, C, H*

Motion Carried

Voting on the main motion as amended:

*Aye: C, G, H
No: I, J, L, M.*

Motion failed

15. The City Council discussed a National League of Cities proposed campaign to reorder federal budget priorities and redefine national security.

16. The City Council considered salaries for non-organized employees for 1992.

- A. Moved by Councilmember J and seconded by Councilmember G to (approve) (deny) (continue until _____ the discussion of) salary increases for non-organized full, part-time, and non-benefit earning employees; and insurance benefits for 1992 as recommended by staff.

Motion Carried.

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

RESOLUTION NO. 91- 100

RESOLUTION RELATING TO BENEFITS FOR CITY RETIREES

By roll call and voting aye: G, H, I, J, L, M, C; voting no: _____; absent, not voting: _____

Motion carried, resolution declared adopted.

17. The City Council discussed swearing in of newly elected officials on January 2, 1992.

I/C to conduct the swearing in of the newly elected officials on January 2, 1992 in the City Clerk's Office.

Motion Carried

Open Forum

1. Greg Bastian, Business Agent for Law Enforcement Labor Services (LELS) appeared before the City Council regarding proposed shift rotations in the Police Department.

Informal Discussion and Announcements

Nancy D. - Report on negotiations w/Unions

Jerry D. - Snow removal

Joselyn - Report of Committee reviewing City Mgr. goals - preparing written report for Council.

Joselyn - Commendation of Mayor + C.M. Carlson for service to City

Bill M - Report on ^{New Hope} sketch review for joint salt storage + fuel station.

Bill M - Water rate increase - Mpls. - 30%.

Moved by Councilmember I and seconded by Councilmember L to approve the list of license applications.
Motion Carried.

Moved by Councilmember J and seconded by Councilmember I to adjourn the meeting.
Motion Carried.

Meeting adjourned at 11:08 p.m.

**APPLICATIONS FOR LICENSE
December 18, 1991**

GAS FITTERS LICENSE RENEWALS - \$30.25

Yale, Inc., 9659 Girard Ave. S., Minneapolis, MN 55431
Kleve Heating, 13075 Pioneer Trail, Eden Prairie, MN 55344
Golden Valley Heating, 5182 West Broadway, Crystal, MN 55429
Dependable Indoor Air Quality, 2619 Coon Rapids Blvd., Coon Rapids, MN 55433
DelMar Furnace Exchange, 4080 83rd Ave. N., Brooklyn Park, MN 55443
Maple Grove Heating & Air, 401 Cty. Rd. 81, Maple Grove, MN 55369

FOOD ESTABLISHMENT - Restaurant (\$275.00)

Arby's Restaurant, 5629 West Broadway
Delicious Chow Mein, 2724 Douglas Drive
Elk's Lodge #44, 5410 Lakeland
Ember's Restaurant, 5746 Lakeland No.
Fortune House Restaurant, 5303 36th Ave. No.
Godfather's Pizza, 99 Willow Bend
The Ground Round, 6830 56th Ave. No.
Jin's Chow Mein, 129 Willow Bend
Khosti Family restaurant, 2732 Douglas Drive
Knights of Columbus, 4947 West Broadway
Perkins Restaurant, 5420 West Broadway
Armstrong Subway Inc. #3797, 5557 West Broadway
Target Stores, 5537 West Broadway
VFW Post #494, 5222 56th Ave. No.

FOOD ESTABLISHMENT - Retail (\$190.00)

Crown CoCo dba EZ STop, 4800 56th Ave. No.
Fanny Farmer #144, Crystal Shopping Center
Melford Olson Honey Co., 5201 Douglas Drive
Snyder's Drug Stores #13, 103 Willow Bend
Thriftway Market, 5715 West Broadway

FOOD ESTABLISHMENT - Special Food Handling (\$35.00)

Affordables, 5582 West Broadway
Amy's Hallmark, 321 Willow Bend
Louie's Liquors, 4920 West Broadway
MGM Liquor Warehouse, 335 Willow Bend
Paddock Bar & Lounge, 5540 Lakeland Ave. No.
Pier I Imports, 5590 West Broadway
36th Avenue Video, 4617 36th Ave. No.

FOOD ESTABLISHMENT - Church (Exempt)

Brunswick Methodist Church, 6122 42nd Ave. No.
Church of the Open Door, 6421 45th Ave. No.
St. Raphael's Catholic Church, 7301 56th Ave. No.

FOOD ESTABLISHMENT - School and Daycare (Exempt)

Brunswick Methodist Nursery, 6122 42nd Ave. No.
St. Raphael's School, 7301 56th Ave. No.

LODGING - \$90.00 Lic. + \$2.50 ea. unit

Royal Crown Motel, 6000 Lakeland Ave. No. (\$107.50)

VENDING - Nonperishable (Exempt)

Firemen's Relief Association, South & North Fire Stations

VENDING - Nonperishable (\$10.00 1st mach. + \$5.00 ea. addnl
machine in same location)

MN Viking Food Service at Mpls Drafting School, 5700 West Bdwy.
Universal Vending at Dumarks, 5240 West Broadway

VENDING - Perishable (\$15.00 each machine)

MN Viking Food Service at Mpls. Drafting School, 5700 W. Bdwy.

KENNEL - Private (\$50.00)

Bert & Linda Haagenstad, 4361 Welcome Ave. No.
Linda Debner, 3657 Brunswick Ave. No.

CIGARETTES - \$30.00 each machine and/or over counter sales

Thrift-Way Super Market, 5715 West Broadway
Shinders, 5546 West Broadway
L.J.D., Inc. for Paddock Bar & Lounge, 5540 Lakeland Ave. N.
Elk's Lodge No. 44, 5410 Lakeland Ave. N.
M.G.M. Wine & Spirits, Inc. for MGM Liquor Warehouse, 355 Willow Bend
Louie's Liquor Store, 4920 West Broadway
Target - A Division of Dayton Hudson Corp. dba Target Stores T3,
5537 West Broadway
American Amusement Arcades dba Nicklow's, 3516 Lilac Dr. N.
American Amusement Arcades dba Chalet Bowl, 3520 Lilac Dr. N.
Snyder Drug Stores, 103 Willow Bend
Crown Coco Inc., dba E-Z Stop Stores, 4800 - 56th Ave. N.

MUSIC BOXES - \$20.00 each box

V.F.W. Post #494, 5222 - 56th Ave. N.
American Amusement Arcades dba Paddock Bar & Lounge, 5540 Lakeland
Ave. N.
American Amusement Arcades dba Godfather's Pizza, 99 Willow Bend
American Amusement Arcades dba Chalet Bowl, 3520 Lilac Dr. N.

MECHANICAL AMUSEMENTS - \$104.50 each machine

American Amusement Arcades dba Chalet Bowl, 3520 Lilac Dr. N.
American Amusement Arcades dba Godfather's Pizza, 99 Willow Bend
American Amusement Arcades dba Paddock Bar & Lounge, 5540 Lakeland
Ave. N.
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V.F.W. Post #494, 5222 - 56th Ave. N.

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

U-Haul, 5465 Lakeland Ave. N.

GASOLINE STATIONS - \$50.00 station + \$7.25 ea. hose connection

Northland Aircraft Services, Crystal Airport
Crystal Skyways, Inc., 5800 Crystal Airport Road
Crown Coco Inc., dba E-Z Stop Stores, 4800 - 56th Ave. N.

DEALER IN SECOND-HAND GOODS - \$44.00 per year

Mary Lindner for The Clothes Exchange, 2712 Douglas Dr. N. (costume
jewelry & clothing only)

LAUNDROMATS

William W. Fish for Crystal Gold Eagle, Inc., 6924 - 56th Avenue No.

Grimes	A
Herbes	A
Irving	A
Joselyn	A
Langsdorf	A
Moravec	N
Carlson	A

#1

Herbes	N	
Irving	I	a 3
Joselyn	I	
Langsdorf	N	
Moravec	I	
Carlson	N	
Grimes	N	

Irving	I	3 b
Joselyn	I	
Langsdorf	I	
Moravec	I	
Carlson	I	
Grimes	I	
Herbes	N	

Joselyn	I	as amended
Langsdorf	I	
Moravec	I	3 c
Carlson	I	
Grimes	I	
Herbes	4	
Irving	-	

Langsdorf	I	
Moravec	I	
Carlson	N	# 10 top
Grimes	I	
Herbes	I	
Irving	I	
Joselyn	I	

Moravec	N	
Carlson	N	# 14
Grimes	A	
Herbes	N	a
Irving	A	
Joselyn	A	
Langsdorf	A	

Carlson	A
Grimes	A
Herbes	A
Irving	N
Joselyn	N
Langsdorf	N
Moravec	N

14
b

Included with packet for Council Mtg. of 12-18-91:

Minutes of the December 3, 1991 Council meeting.
Memo from Henn. Cty. Director of Assessments dated 12-6-91 re: 1992 Local Board of Review Dates.
Letter of resignation from the Planning Commission from Debra K. Guertin dated 12-6-91.
Memo from Bldg. Inspector dated 12-16-91 re: Target Remedial System.
Memo from Bldg. Inspector dated 12-12-91 re: 5539 W. Brdwy request for bldg. permit to build structure to enclose recovery system.
Memo from City Clerk dated 12-11-91 re: License fee - coin operated amusement devices; Letter from CDL dated 12-10-91 re: amusement device license fee.
Article VIII (Sick and Disability Benefits) from Crystal Fire Relief Association Bylaws; Article X.
Memo from City Engr. dated 12-12-91 re: CR81/Wilsh Wilshire Blvd. Intersection Improvement Project.
Memo from Asst. Mgr. dated 12-4-91 re: Policy Change - Personnel Rules & Regulations - Inclement weather.
Ordinance relating to City Government; Mayor and Council salaries for 1992.
Memo from City Engr. dated 11-26-91 re: Utility rates.
Memo from Comm. Dev. Director dated 12-11-91 re: request from Paster Enterprises for assistance.
Memo from City Engr. dated 12-11-91 re: City Hall Renovation.
Memo from City Engr. dated 12-9-91 re: Wetland Management.
Memo from City Engr. dated 12-9-91 re: Reconveyance of sanitary sewer.
Memo from Asst. Finance Director dated 12-10-91 re: 1991 Transfers.
Letter from City Attorney dated 11-27-91 re: resolution on fee waivers; resolution.
Memo from City Clerk dated 12-12-91 re: Change in Council Terms and Election Years: letter from City Attorney dated 12-11-91 re: Municipal Election.
Ordinance relating to City Government; elections; amending City Charter.

Letter from NLC dated 11-18-91 re: campaign to re-order federal budget priorities and redefine national security.

Memo from Asst. Mgr. dated 12-12-91 re: 1992 Non-organized salary/insurance contribution proposal and insurance after retirement.

Memo from City Clerk dated 12-11-91 re: Newly elected officials.

Letter from City of New Hope dated 12-2-91 re: 1992-1996 MSA Street Improvements (36th Avenue Soo Line Railroad Bridge).

Crystal Park & Recreation Advisory Commission minutes of November 6, 1991.

Crystal Park & Recreation Department monthly report for November 1991.

Letter from Bob Techan, Chair of Human Relations Commission dated 12-5-91 commending Joan Schmidt.

News article "State Aid to Cities Should Focus On Those That Need It".

News article "Paster Turns Pasture Into Northway Shopping Center".

Memo from Park & Rec. Director dated 12-9-91 re: Highlights of Twin Lake Task Force Meeting".

Letter to property owners dated 12-13-91 re: Utility Charges for 1992.

Crystal Planning Commission Minutes of 12-9-91.

Action Needed Memo from the December 3, 1991 Council meeting.

Memo from City Clerk dated 12-16-91 re: applications for appointment/reappointment to a City of Crystal commission.

Letter to Mary Fandrey dated 12-17-91 re: Employee Recognition Program.


Memo from Employee and Holiday Committee dated 12-18-91 re: Food Shelf.

Letter from Paster Enterprises dated 12-12-91 re: article in Business Media.

Ordinance No. 88-3 relating to Council "Order Of Business" - Open Forum.

Darlene

Memorandum

DATE: December 13, 1991
TO: Mayor and Council
FROM: Jerry Dulgar, City Manager 
SUBJECT: Preliminary Agenda for the December 18, 1991 Council Meeting

Regular Agenda:

Item 1. Consideration of Target's request for pollution control equipment. We have additional information that will be provided by Twin City Testing and Target that will be delivered to you next week because we have not received it as of yet. Enclosed in the packet you'll find a letter from Crystal Shopping Center relative to this. I think that we should insist that Target takes some means to mitigate the impact of this on the area and put the responsibility on their shoulders to come to us with methods of mitigating the impact.

Item 2. Appearance by Charles Leininger of CDL Company regarding license fee for amusement devices in the City of Crystal. Looking at our rates, compared to other cities in the area, we could be somewhat high. I'm sure Mr. Leininger will tell how it's unconstitutional to be as high as we are, etc. There is some verbalization in state statutes that indicates the cost of the license can only be enough to provide for administering and policing, etc. I think the Council has to make a decision on where you want our license fee and let us know.

Item 3. Reconsideration of an amendment to the Crystal Fire Relief Association Bylaws relating to pension benefits. I believe the City Attorney and members of the Relief Association have agreed on the language and Dave will be prepared to discuss that with the Council.

Item 5: Reconsideration of policy change to the Personnel Rules and Regulations regarding inclement weather. Attached please find changes as Council directed at its last meeting. I think these changes will be workable and I'd recommend that the Council approve it.

Item 7: Consideration of Second Reading of an ordinance amending utility rates. This ordinance increases our rates. In order to keep up with the rising costs of inflation, I would recommend that the Council approves the ordinance.

Item 8: Consideration of a request from Paster Enterprises for assistance with costs for reconstruction of parking lot at Crystal Shopping Center. Paster Enterprises would like to have an opportunity to make a lengthy presentation to the Council relative to this request and also to redevelopment efforts on the

northeast corner of Bass Lake and West Broadway. I would recommend that we schedule a work session sometime to go over these matters with Paster.

Item 9: Consideration of approving contract for architectural services with The Alliance for City Hall renovation. Bill has worked out a contract with the architect and has had the City Attorney review that. Bill will be prepared to discuss with the Council. Subject to any changes, questions, etc. that you might have, I would recommend approval.

Item 12: Consideration of resolution transferring funds. This is an annual bookkeeping matter that we try to do at the last meeting of the year where we transfer funds from one code to another in the City Budget. Some of them are underspent and some are overspent and this puts them in balance. I would recommend approval of the resolution.

Item 13: Consideration of a resolution and first reading of an ordinance relating to waiver of license and permit fees. Dave Kennedy and I have been working on this for some time. I would like to have the Council discuss and consider this and possibly have a first reading.

Item 14: Discussion of an ordinance for change of City council terms from 3 years to 4 years. Dave has prepared an ordinance relative to this and will be prepared to answer your questions.

Item 16: Consideration of salaries for non-organized employees for 1992. Attached please find recommendations relative to salaries for non-organized employees for 1992. The salary increases generally reflect a 2.75 percent increase. In addition to that there will be a \$20 increase towards the cost of family insurance. Nancy and I will be prepared to answer any questions you have. I'd recommend that you approve the recommended increases.

Item 17: Discussion regarding swearing in of newly elected officials on January 2, 1992. Darlene and Dave Kennedy have discussed the fact that the first meeting under the revised charter is not until January 7. They are recommending that the newly elected officials come in and be sworn in on January 2 just in case there would be some emergency type situation where we had to conduct some business. Those folks then would be sworn in and prepared or able to do that.

js

COUNCIL AGENDA - SUMMARY

COUNCIL MEETING OF
December 18, 1991

Call to order

Roll call

Pledge of Allegiance to the Flag.

Approval of the minutes of the Regular Meeting of December 3, 1991.

Consent Agenda

1. Set 7:00 p.m., May 5, 1992, as the date and time for the Local Board of Review meeting.
2. Consideration of the letter of resignation from the Planning Commission dated 12-6-91 submitted by Debra Guertin (Ward 4).

Regular Agenda Items

1. Continue consideration of authorization to issue a building permit for a structure to enclose the recovery equipment as requested by Target, 5539 West Broadway, with consideration of the Crystal Shopping Center's objection to the proposed location of the 32 foot water tower that the Target Store wishes to build in their parking lot.
2. Appearance by Charles Leininger of CDL Company regarding license fee for amusement devices in the City of Crystal.
3. Reconsideration of an amendment to the Crystal Fire Relief Association Bylaws relating to pension benefits.
4. Consideration of approving plans for County Road 81/Wilshire Blvd. Intersection Project.
5. Reconsideration of policy change to the Personnel Rules and Regulations regarding inclement weather.
6. Consideration of Second Reading of an ordinance cancelling salary increases for the City Council for 1992.
7. Consideration of Second Reading of an ordinance amending utility rates.

8. Consideration of request from Paster Enterprises for assistance with costs for reconstruction of parking lot at Crystal Shopping Center.
9. Consideration of approving contract for architectural services with The Alliance for City Hall renovation.
10. Consideration of interim provisions regulating Wetland alteration.
11. Consideration of reconveyance agreement with MWCC for sanitary sewer trunk.
12. Consideration of resolution transferring funds.
13. Consideration of a resolution and First Reading of an Ordinance relating to waiver of license and permit fees.
14. Discussion of an ordinance for change of City council terms from 3 years to 4 years.
15. Discussion regarding a National League of Cities proposed campaign to reorder federal budget priorities and redefine national security.
16. Consideration of salaries for non-organized employees for 1992.
17. Discussion regarding swearing in of newly elected officials on January 2, 1992.

Open Forum

Informal Discussion and Announcements

Licenses

Adjournment

**APPLICATIONS FOR LICENSE
December 18, 1991**

GAS FITTERS LICENSE RENEWALS - \$30.25

Yale, Inc., 9659 Girard Ave. S., Minneapolis, MN 55431
Kleve Heating, 13075 Pioneer Trail, Eden Prairie, MN 55344
Golden Valley Heating, 5182 West Broadway, Crystal, MN 55429
Dependable Indoor Air Quality, 2619 Coon Rapids Blvd., Coon Rapids, MN 55433
DelMar Furnace Exchange, 4080 83rd Ave. N., Brooklyn Park, MN 55443
Maple Grove Heating & Air, 401 Cty. Rd. 81, Maple Grove, MN 55369

FOOD ESTABLISHMENT - Restaurant (\$275.00)

Arby's Restaurant, 5629 West Broadway
Delicious Chow Mein, 2724 Douglas Drive
Elk's Lodge #44, 5410 Lakeland
Ember's Restaurant, 5746 Lakeland No.
Fortune House Restaurant, 5303 36th Ave. No.
Godfather's Pizza, 99 Willow Bend
The Ground Round, 6830 56th Ave. No.
Jin's Chow Mein, 129 Willow Bend
Khosti Family restaurant, 2732 Douglas Drive
Knights of Columbus, 4947 West Broadway
Perkins Restaurant, 5420 West Broadway
Armstrong Subway Inc. #3797, 5557 West Broadway
Target Stores, 5537 West Broadway
VFW Post #494, 5222 56th Ave. No.

FOOD ESTABLISHMENT - Retail (\$190.00)

Crown CoCo dba EZ STop, 4800 56th Ave. No.
Fanny Farmer #144, Crystal Shopping Center
Melford Olson Honey Co., 5201 Douglas Drive
Snyder's Drug Stores #13, 103 Willow Bend
Thriftway Market, 5715 West Broadway

FOOD ESTABLISHMENT - Special Food Handling (\$35.00)

Affordables, 5582 West Broadway
Amy's Hallmark, 321 Willow Bend
Louie's Liquors, 4920 West Broadway
MGM Liquor Warehouse, 335 Willow Bend
Paddock Bar & Lounge, 5540 Lakeland Ave. No.
Pier I Imports, 5590 West Broadway
36th Avenue Video, 4617 36th Ave. No.

FOOD ESTABLISHMENT - Church (Exempt)

Brunswick Methodist Church, 6122 42nd Ave. No.
Church of the Open Door, 6421 45th Ave. No.
St. Raphael's Catholic Church, 7301 56th Ave. No.

FOOD ESTABLISHMENT - School and Daycare (Exempt)

Brunswick Methodist Nursery, 6122 42nd Ave. No.
St. Raphael's School, 7301 56th Ave. No.

LODGING - \$90.00 Lic. + \$2.50 ea. unit

Royal Crown Motel, 6000 Lakeland Ave. No. (\$107.50)

VENDING - Nonperishable (Exempt)

Firemen's Relief Association, South & North Fire Stations

VENDING - Nonperishable (\$10.00 1st mach. + \$5.00 ea. addnl
machine in same location)

MN Viking Food Service at Mpls Drafting School, 5700 West Bdwy.
Universal Vending at Dumarks, 5240 West Broadway

VENDING - Perishable (\$15.00 each machine)

MN Viking Food Service at Mpls. Drafting School, 5700 W. Bdwy.

KENNEL - Private (\$50.00)

Bert & Linda Haagenstad, 4361 Welcome Ave. No.
Linda Debner, 3657 Brunswick Ave. No.

CIGARETTES - \$30.00 each machine and/or over counter sales

Thrift-Way Super Market, 5715 West Broadway
Shinders, 5546 West Broadway
L.J.D., Inc. for Paddock Bar & Lounge, 5540 Lakeland Ave. N.
Elk's Lodge No. 44, 5410 Lakeland Ave. N.
M.G.M. Wine & Spirits, Inc. for MGM Liquor Warehouse, 355 Willow Bend
Louie's Liquor Store, 4920 West Broadway
Target - A Division of Dayton Hudson Corp. dba Target Stores T3,
5537 West Broadway
American Amusement Arcades dba Nicklow's, 3516 Lilac Dr. N.
American Amusement Arcades dba Chalet Bowl, 3520 Lilac Dr. N.
Snyder Drug Stores, 103 Willow Bend
Crown Coco Inc., dba E-Z Stop Stores, 4800 - 56th Ave. N.

MUSIC BOXES - \$20.00 each box

V.F.W. Post #494, 5222 - 56th Ave. N.
American Amusement Arcades dba Paddock Bar & Lounge, 5540 Lakeland
Ave. N.
American Amusement Arcades dba Godfather's Pizza, 99 Willow Bend
American Amusement Arcades dba Chalet Bowl, 3520 Lilac Dr. N.

MECHANICAL AMUSEMENTS - \$104.50 each machine

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V.F.W. Post #494, 5222 - 56th Ave. N.

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

U-Haul, 5465 Lakeland Ave. N.

GASOLINE STATIONS - \$50.00 station + \$7.25 ea. hose connection

Northland Aircraft Services, Crystal Airport
Crystal Skyways, Inc., 5800 Crystal Airport Road
Crown Coco Inc., dba E-Z Stop Stores, 4800 - 56th Ave. N.

DEALER IN SECOND-HAND GOODS - \$44.00 per year

Mary Lindner for The Clothes Exchange, 2712 Douglas Dr. N. (costume
jewelry & clothing only)

LAUNDROMATS

William W. Fish for Crystal Gold Eagle, Inc., 6924 - 56th Avenue No.

December 3, 1991

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Pursuant to due call and notice thereof, the Regular meeting of the Crystal City Council was held on December 3, 1991 at 7:00 P.M., at 4141 Douglas Drive, Crystal, Minnesota.

The Secretary of the Council called the roll and the following were present: Carlson, Grimes, Herbes, Irving, Joselyn, Langsdorf, Moravec. Also in attendance were the following staff members: Jerry Dulgar, City Manager; Dave Kennedy, City Attorney; Anne Norris, Community Development Director; William Monk, Public Works Director; Bill Barber, Building Inspector; Darlene George, City Clerk; Ed Brandeen, Park & Recreation Director.

The Mayor recognized a donation in the amount of \$1,300 from the Crystal Fire Relief Association to the Crystal Fire Department.

The Mayor recognized a donation in the amount of \$2,000 from the Crystal Knights of Columbus to the Crystal Fire Department.

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

The City Council considered the minutes of the Special Budget Meeting of November 18, 1991 and the Regular Council Meeting of November 19, 1991.

Moved by Councilmember Irving and seconded by Councilmember Langsdorf to approve the minutes of the Special Budget Meeting of November 18, 1991 and the Regular Council Meeting of November 19, 1991.

Motion Carried.

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

1. Consideration of authorization for the Fire Department to use donated gambling funds for the purchase of emergency medical equipment.
2. Consideration of a two-year Lawful Gambling Premise Permit application for Catholic Eldercare, Inc. at Knights of Columbus Hall, 4947 West Broadway.

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

RESOLUTION NO. 91-89

RESOLUTION RELATING TO LAWFUL GAMBLING:
APPROVING CERTAIN PREMISES PERMITS

December 3, 1991

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

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

Motion Carried.

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

1. The City Council considered authorization to issue a building permit to build a structure to enclose the recovery equipment used to remove contaminants, as requested by Target, 5539 West Broadway. Jim Bakke of Twin City Testing appeared and was heard.

Moved by Councilmember Moravec and seconded by Councilmember Carlson to continue until December 18, 1991 the discussion of the authorization to issue a building permit to build a structure to enclose the recovery equipment used to remove contaminants as requested by Target, 5539 West Broadway and direct staff to solicit input from Target and MPCA.

Motion Carried.

2. The City Council considered authorization to issue a building permit to erect a sign at 6122 - 42nd Avenue North as requested by Brunswick United Methodist Church.

Moved by Councilmember Carlson and seconded by Councilmember Irving to approve a building permit to upgrade a free standing sign from 35.4 square feet to 51.2 square feet at 6122 - 42nd Avenue North as requested by Brunswick United Methodist Church.

Motion Carried.

3. The City Council considered recommendations from the Park & Recreation Advisory Commission to (1) appoint a Citizen Advisory Committee to explore feasibility of a par-3 golf course in Crystal; (2) fund the Becker Park concert programming at the 1991 level. Bill Gentry of the Park & Recreation Advisory Commission appeared and was heard.

Moved by Councilmember Carlson and seconded by Councilmember Grimes to approve recommendations from the Park and Recreation Advisory Commission to appoint a citizen advisory committee to explore the feasibility of a par-3 golf course in Crystal.

Motion Carried.

4. The City Council considered an amendment to the Crystal Fire Relief Association Bylaws relating to disability benefits. Those appearing and heard were: Don Toaves, Crystal Fire Relief Association; Art Quady, Retiree of the Crystal Fire Department.

After discussion, the City Council directed staff to draft language in the Crystal Fire Relief Association Bylaws to include retired firefighters and bring back to the Council.

At this point, the Mayor moved to Open Forum due to a number of people in the audience wishing to address the City Council.

- A. The following appeared before the City Council to express concerns regarding proposed shift rotations in the Police Department: Greg Bastien, Business Agent for Law Enforcement Labor Services, Inc.; Dan Gustafson, 2932 Jersey Ave. N.; Dave Bordwell, Crystal Police Dept.; Mike Harty, Crystal Police Dept.; Todd Gustafson, Crystal Police Dept.; Phillip Johnson, Local #44 Steward; Lucian Fitzer, retired employee of Crystal Police Dept.; Charles Nygaard, Crystal Police Dept.; Frank Roth, Crystal resident and Police Officer in neighboring community; Ken Varnold, Crystal Police Dept.; Dan Drake, Crystal Police Dept.; Doug Wagner, Crystal Police Dept.

The Mayor called a recess at 9:15 p.m. and the meeting was reconvened at 9:35 p.m.

- B. Residents from the Angeline Avenue cul-de-sac appeared before the City Council to express concerns regarding snowplowing the cul-de-sac.
- C. Raymond Northfield, 3418 Florida Avenue North, appeared before the City Council to express concern regarding: sanding in area of 34th and Douglas Drive; crosswalk at 32nd and Douglas Drive; drainage problem from neighbor's property.

The City Council returned to the Regular Agenda.

5. The City Council reconsidered a policy change to the Personnel Rules and Regulations regarding inclement weather. Staff was directed to rewrite the policy using the "make up time" option.
6. The City Council reconsidered an early retirement policy for the City of Crystal. No action was taken.
7. The City Council considered the Second Reading of an Ordinance to change side street side yard setback on certain properties.

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

ORDINANCE NO. 91-22

AN ORDINANCE RELATING TO ZONING: SIDE STREET SIDE
YARD SETBACK: AMENDING CRYSTAL CITY CODE
APPENDIX I - (ZONING) SUBSECTION 515.13, SUBD. 3,
CLAUSE a) SUB PARAGRAPH i) AND ii): AMENDING

December 3, 1991

page 854

SUBSECTION 515.03 BY ADDING A SUBDIVISION

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

Motion Carried.

8. The City Council considered a resolution approving local reconstruction of three relocation projects as part of Corps of Engineers Bassett Creek Flood Control Program.

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

RESOLUTION NO. 91-90

RESOLUTION OF THE CITY OF CRYSTAL RELATING TO THE BASSETT CREEK FLOOD CONTROL PROJECT AND AUTHORIZING THE BASSETT CREEK WATER MANAGEMENT COMMISSION TO CONTRACT WITH THE CITIES OF GOLDEN VALLEY, MINNEAPOLIS, AND PLYMOUTH TO CONSTRUCT CERTAIN RELOCATION PROJECTS

By roll call and voting aye: Grimes, Herbes, Irving, Joselyn, Langsdorf, Moravec, Carlson.

Motion carried, resolution declared adopted.

9. The City Council considered scheduling a work session to discuss State Aid street construction schedule and related issues. A work session was set for 7 p.m. on January 13, 1992.
10. The City Council continued consideration of the 1992 City of Crystal Budget. Councilmember Grimes recommended the 1992 City Council increases be cancelled.

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

ORDINANCE NO. 91-

AN ORDINANCE RELATING TO SALARIES OF MEMBERS OF THE CITY COUNCIL; REPEALING CRYSTAL CITY CODE, SUBSECTION 210.09, SUBDIVISION 1, CLAUSE (d) AND SUBSECTION 210.09, SUBDIVISION 2, CLAUSE (d)

and further, that the second and final reading be held on December 18, 1991.

Motion Carried.

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

December 3, 1991

page 855
RESOLUTION NO. 91-91

RESOLUTION ADOPTING 1992 BUDGETS

By roll call and voting aye: Herbes, Irving, Joselyn, Langsdorf, Moravec, Carlson, Grimes.

Motion carried, resolution declared adopted.

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

RESOLUTION NO. 91-92

RESOLUTION ADOPTING 1992 BUDGETS
FOR THE ENTERPRISE FUNDS

By roll call and voting aye: Irving, Joselyn, Langsdorf, Moravec, Carlson, Grimes, Herbes.

Motion carried, resolution declared adopted.

11. The City Council considered a resolution scheduling a public hearing to consider expanding and modifying Bass Lake Road Development District and Tax Increment Financing District #1 with authorization to prepare appropriate documents.

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

RESOLUTION NO. 91-93

RESOLUTION CALLING FOR A PUBLIC HEARING ON THE
EXPANSION OF THE BASS LAKE ROAD/BECKER PARK
REDEVELOPMENT PROJECT AREA, MODIFICATION OF THE
REDEVELOPMENT PLAN THEREFORE AND MODIFICATION OF
THE TAX INCREMENT FINANCING PLAN FOR THE BASS LAKE
ROAD/BECKER PARK TAX INCREMENT FINANCING DISTRICT

By roll call and voting aye: Joselyn, Langsdorf, Moravec, Carlson, Grimes, Herbes, Irving.

Motion carried, resolution declared adopted.

12. The City Council considered a request for assistance from Paster Enterprises relating to expenses in resurfacing the parking lot at the Crystal Shopping Center. The Council *received* accepted the recommendation of the Community Development Director to assist Paster Enterprises relating to the expenses, not to exceed \$175,000 with inclusion of streetscape along Bass Lake Road and West Broadway.

13. The City Council considered first reading of an ordinance and resolutions relating to utility rate increases for 1992.

December 3, 1991

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

ORDINANCE NO. 91-

AN ORDINANCE RELATING TO SEWER, WATER AND
STREET LIGHTING RATES AND CHARGES: AMENDING CRYSTAL
CITY CODE SUBSECTION 710.05 AND SUBSECTION 715.13,
SUBD. 1 & 4

and further, that the second and final reading be held on
December 18, 1991.

Motion Carried.

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

RESOLUTION NO. 91-94

RESOLUTION ADJUSTING SEWER AND WATER RATES
FOR SENIOR CITIZENS

By roll call and voting aye: Langsdorf, Moravec, Carlson,
Grimes, Herbes, Irving, Joselyn.

Motion carried, resolution declared adopted.

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

RESOLUTION NO. 91-95

RESOLUTION SETTING RATES FOR STREET LIGHTING

By roll call and voting aye: Moravec, Carlson, Grimes,
Herbes, Irving, Joselyn, Langsdorf.

Motion carried, resolution declared adopted.

Informal Discussion and Announcements:

1. The City Council recognized the Employee of the Month for October (Don Buechele) and Employee of the Month for November (Doug Strande).
2. The City Council discussed changing City Councilmember terms from three years to four years, holding elections on even numbered years.

Moved by Councilmember Carlson and seconded by Councilmember Grimes to direct staff to prepare the required ordinance for consideration by the City Council.

Motion Carried.

December 3, 1991

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Moved by Councilmember Moravec and seconded by Councilmember Irving 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.

Councilmember Moravec requested that consideration of the November 19, 1991 City Council meeting minutes be revisited and that Item #16 be corrected as follows: the word "refused" changed to "objected to the". Consensus of the Council was unanimously in favor of the correction.

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

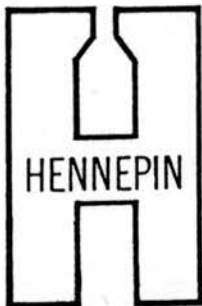
Motion Carried.

Meeting adjourned at 11:05 p.m.

Mayor

ATTEST:

City Clerk



DATE: December 6, 1991
TO: Darlene George, Crystal City Clerk
FROM: Donald F. Monk, Director of Assessments *dfm*
SUBJECT: 1992 Local Board of Review Dates

Tuesday, May 5, 1992
Day of the Week Date

Minnesota Law requires that I, as County Assessor, set the date for your Local Board of Review meeting. After reviewing previous meeting days and your suggestions of last year, the above date was selected. I sincerely hope that it is agreeable with your council.

As there must be a quorum, I would suggest that an informal review of your members with a request that they mark their calendars would be appropriate.

Please confirm the date set out or call Tom May at 348-3046 with your alternative date by January 10, 1992, so that our printing order can be completed on time.

We suggest starting times of 6:30, 7:00 or 7:30 p.m., but will discuss it with you if you wish a different time.

Your early completion and return of the attached tear off strip will be appreciated and we will send your official notice for posting as required by law.

Please return to JoDee Nelson, A-2103 Government Center, Minneapolis, MN 55487.

CONFIRMATION

Municipality: _____

Date: _____

Time: _____

Place: _____

Confirmed by _____

For selecting meeting dates in future years, the following information will be helpful _____

ward 4

~~12/6/91~~

Okla. 0


12/6/91

To: Community Development Director Norris
City Manager Dulgar
Mayor Herbes

From: DuRak L. Martin

Re: Resignation from Planning Commission

Effective immediately, I hereby
resign my commission on the
Capital Planning Commission.
Due to personal, family and work
commitments, I simply do not
have sufficient time to devote to
this commission. I have enjoyed
my time on the commission.

DATE: December 16, 1991
TO: Jerry Dulgar, City Manager
FROM: Bill Barber, Building Inspector 
SUBJECT: Target Remedial System
5537 West Broadway
Crystal

This is the follow up memo regarding the building permit approval for a 21'x24' structure. This structure's purpose is to enclose the equipment for the remedial system.

The structure will be wood frame construction with cedar siding and asphalt shingles. I received some additional information from Twin City Testing relative to additional landscaping to help soften the appearance of the structure. This is in keeping with Council's desire expressed at the last meeting.

I have also received a letter form the Minnesota Pollution Control Agency. Ginny Yingling has covered the areas of concern that the MPCA has which are to recover the contamination as quickly as possible and also keeping in mind the cost factors. I believe her letter is self explanatory.

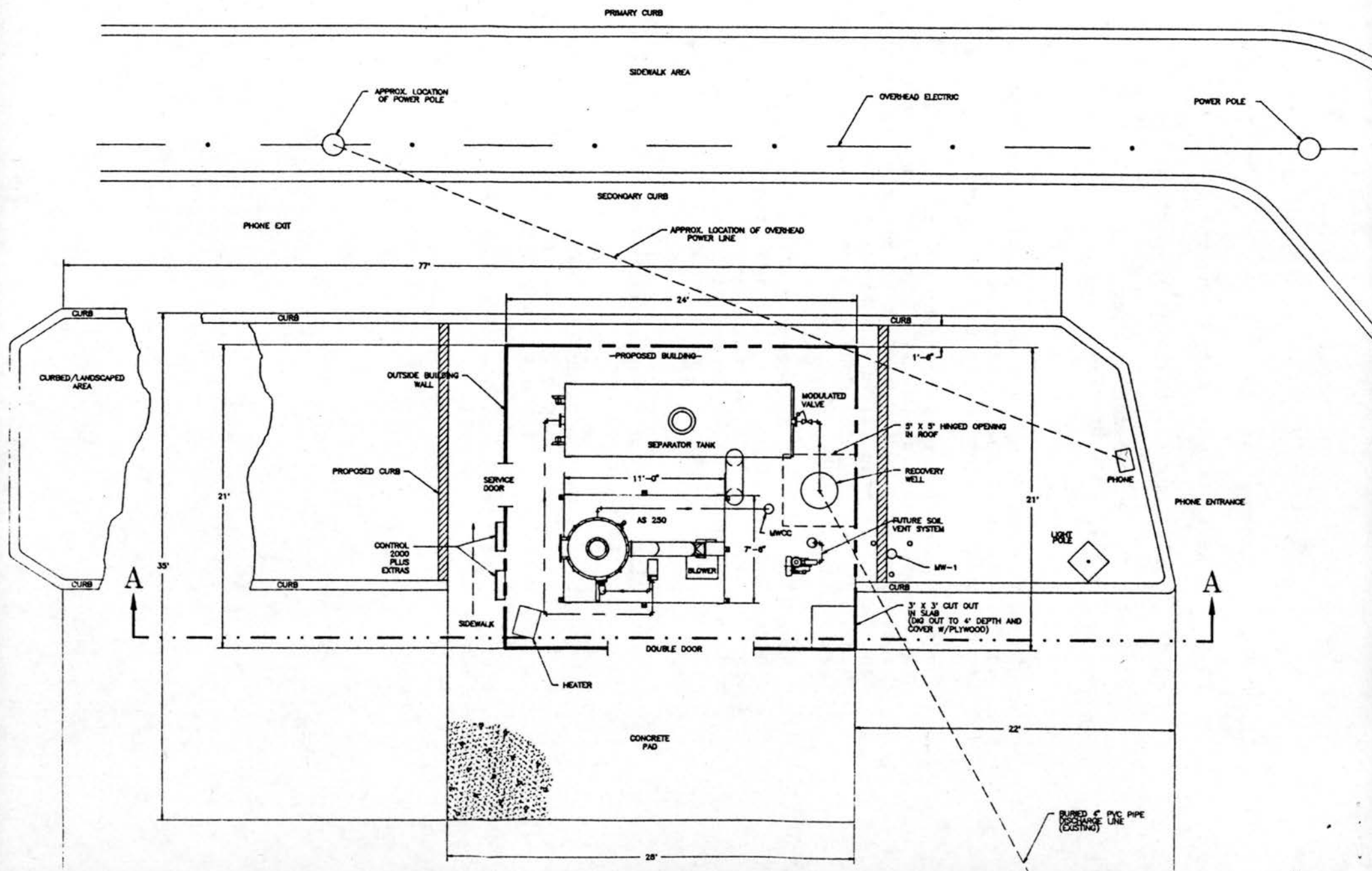
We have also received a letter from Paster Enterprises in opposition to this project.

I hope this helps the Council in making their decision. I'm sure there will be people present from Target & Twin City Testing to answer any questions you have .

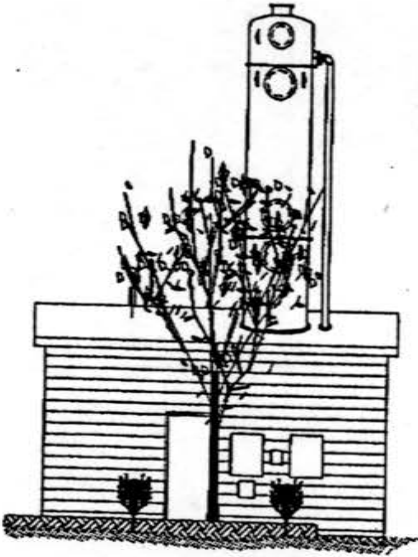
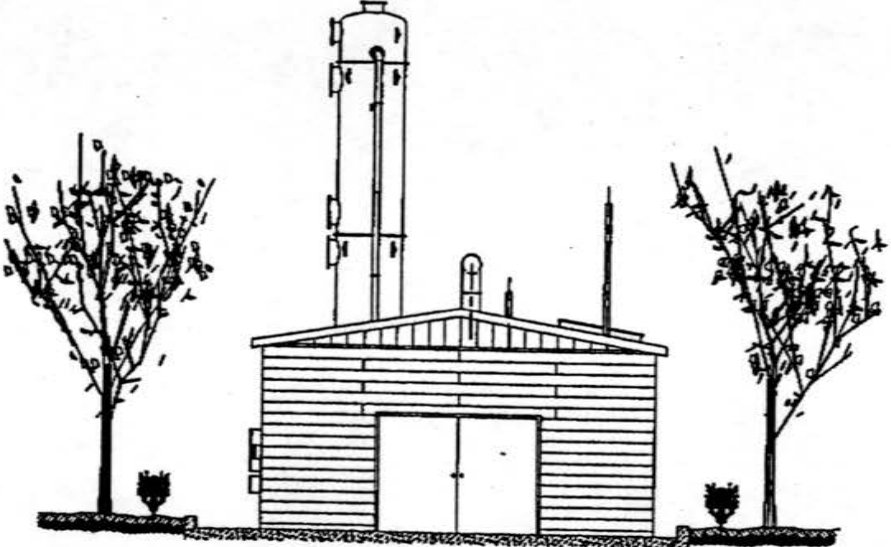
Staff is awaiting Council's direction as to what they would like us to do. We believe time is of the essence as noted in MPCA's letter.

ko

BROADWAY AVENUE



REVISIONS				
REV	EDD	DESCRIPTION	DATE	SPN

<p>APPROVAL _____ DATE 11/22/91</p> <p>DESIGNED BY _____</p>		<p>twin city testing corporation</p>	
<p>STANDARD _____ PLANTING _____ SCALE _____</p>		<p>STYLE BUILDING LAYOUT TARGET, CRYSTAL TWIN CITY TESTING</p>	
<p>NO. 116121(01)</p>		<p>DATE 1-84 PRICE \$ 301544 SHEET 2 of 2</p>	

**Minnesota Pollution Control Agency**

520 Lafayette Road, Saint Paul, Minnesota 55155-3898

Telephone (612) 296-6300

December 13, 1991

Mr. Bill Barber
Building Official
City of Crystal
4141 Douglas Drive North
Crystal, Minnesota 55422-1696

Dear Mr. Barber:

RE: Remedial System Proposal
Site: Target Store T-3, 5537 West Broadway Avenue, Crystal
Site ID#: LEAK00000332

It is the understanding of the Minnesota Pollution Control Agency (MPCA) staff that the city of Crystal desires our input regarding possible remedial systems for the above-referenced site. As you may already be aware, the MPCA has been involved with the investigation and remediation of this site since 1983. It is estimated that 7,000 gallons of petroleum were released, much of which has been recovered by the original remedial system. However, as is often the case, fluctuations of the water table caused petroleum to be "stranded" in the soils at the soil-ground water interface and subsequent to termination of the remedial system these contaminants re-entered the ground water. As a result, additional remedial actions must be taken at the site to complete the ground water cleanup.

To this end, Target and their consultants, Twin City Testing Corporation (TCT), have proposed a ground water recovery system equipped with an air stripping tower to remove petroleum constituents from the water. It is our opinion that such a system will efficiently and effectively remove contaminants from the ground water.

According to Mr. Jim Bakke of TCT, the city of Crystal has raised specific objections to the air stripping tower, based on its height, appearance and location. The MPCA does not comment on system aesthetics, nor will we over-ride any decision taken by the City Council regarding this matter.

Instead, we would like to present the MPCA's position regarding the effectiveness, cost, and timeliness of the system. Our experience at other sites has been that air stripper towers are more efficient at removing petroleum contaminants under high flow conditions, than are other systems such as diffused aeration tanks or sieve tray aeration systems. The consequence of

Mr. Bill Barber
Page 2
December 13, 1991

this greater efficiency is more rapid remediation of the site, and savings in terms of cost and energy. Therefore, the MPCA has a preference for the air stripper tower as proposed by Target and TCT as it will likely be the more efficient system.

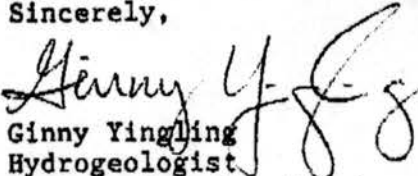
In addition, the MPCA must be sensitive to the cost of remediation. Currently, the Petroleum Tank Release Compensation Board at the Department of Commerce, which administers reimbursement for Leaking Underground Storage Tank cleanups, has asked for MPCA assistance in containing costs. In addition, wise use of tax dollars is an implied obligation for all state agencies.

A thorough cost analysis by our staff is not possible, but based on the cost estimates provided by TCT it appears that the stripper tower would be the more cost effective system. This is based on three factors: 1) the air stripper tower has already been designed at a cost of about \$10,000, any additional design work will add more expense; 2) the initial capital expense for the air stripper appears to be less than for other possible systems (TCT estimates a difference of \$5000); and 3) operating costs for alternative systems are expected to be greater (TCT estimates \$2500 annually). Most systems must operate between two to five years, so an alternative system would increase the remediation costs by roughly \$10,000 to \$17,500, not including the cost for re-designing the system. Again, the more cost effective system appears to be the air stripper tower.

Finally, the MPCA is concerned that remediation of this site resume in a timely manner. Our request for additional action at the site was made two years ago. We are now at a point where all the parties involved are prepared to move ahead and we are anxious that this should occur.

We appreciate the opportunity to express our concerns regarding this matter. Again, the MPCA respects the jurisdiction and authority of the city of Crystal with respect to this issue and will not contest your decision. Furthermore, we understand the City's concerns regarding the appearance of this system, and ask only that a quick resolution be sought. If you have any questions or comments regarding this matter, please contact me at 612/297-8598.

Sincerely,


Ginny Yingling
Hydrogeologist
Tanks and Spills Section
Hazardous Waste Division

GY:mmm

cc: Jim Bakke, Twin City Testing Corporation

Paster Enterprises

DEVELOPMENT AND MANAGEMENT OF SHOPPING CENTERS
2227 University Ave. • St. Paul, MN 55114 • 612-646-7901 • Fax 612-646-1389

December 6, 1991

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

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

Re: Target Water Tower

Dear Mr. Dular:

The Crystal Shopping Center wishes to raise their voice in strong objection to the proposed location of the thirty two foot water tower the Target Store wishes to build in their parking lot.

Erection of this tower would:

1. Block visibility of our new pylon sign for traffic driving north on Broadway.
2. Become an eyesore not only to Target customers, but to the shopping centers on both sides of west Broadway.

The officials of the City of Crystal, have fought any structures going up that might in anyway deter from the beautification plans the city fathers have in operation. As land owners we too have cooperated by dedicating some of our property with extensive nursery work to further enhance the city's theme.

There is absolutely no reason why if this tower is really needed to separate the gasoline from the water table that the tower can not be erected in the southeast corner near the back of the Target building.

The current planned location of this tower will create an eyesore not only for the commercial tenants along west Broadway, but for every Crystal resident who travel daily and shop in this general area.



Member of
International Council
of Shopping Centers

We understand that the council has refused on several occasions to authorize the building of this tower in the location sited, and we commend you for your stand. Possibly an ordinance prohibiting such a structure along the major thoroughfares is in order so that this issue can be put to bed for all time.

We thank you for your attention to this letter.

Very truly yours,

CRYSTAL SHOPPING CENTER ASSOCIATES



W.R. Banet
Vice President
Real Estate and Leasing

WRB:mlj

DATE: December 12, 1991
TO: Jerry Dulgar, City Manager
FROM: Bill Barber, Building Inspector
SUBJECT: 5539 West Broadway Request for Building Permit to
Build Structure to Enclose Recovery System

At this time, I do not have any additional information from Minnesota Pollution Control Agency or Twin City Testing. MPCA is preparing additional information for the Council.

One thing we need to keep in mind is that the system for the recovery does not require a permit but the structure enclosing the equipment does. The request is for a permit to build the structure.

As soon as this information is received, I will deliver it to your homes no later than Tuesday a.m.

ko



Memorandum

DATE: December 11, 1991
TO: Jerry Dulgar, City Manager
FROM: Darlene George, City Clerk *Darlene*
SUBJECT: License Fee - Coin Operated Amusement Devices

Mr. Charles Leininger, Senior of C.D.L. Company, owns and licenses the 11 amusement devices at the Crystal Community Center. I spoke with Mr. Leininger on the telephone when he called to voice a concern regarding the high fees charged for licensing amusement devices by the City of Crystal and wanted to know what he could do. I advised him license fees were set by the City Council, and therefore, his concern would need to be presented to them. Attached is a letter received from Mr. Leininger today and I recommend this be placed on the December 18 Council Agenda. I will contact Mr. Leininger and ask that he be present.

The City of Crystal charges \$104.50 per amusement device. This fee was set by ordinance in 1979 and has not been increased since that time.

Listed below are fees charged for licensing coin operated devices by other cities with a population over 20,000:

<u>City</u>	<u>Fee</u>
Apple Valley	1-5 devices \$200; 6-10 devices \$250; 10-15 devices \$300
Brooklyn Center	\$50/device
Brooklyn Park	\$50/device
Eagan	1-3 devices \$25; 4-15 devices \$200; 15+ devices \$400
Golden Valley	\$50/device
Maplewood	\$140/place plus \$37/device
Minneapolis	1-4 devices \$148 plus \$44/device; 5-9 devices \$298 plus \$44/device; 10-19 devices \$596 plus \$44/device.
Richfield	1-5 devices \$100; 6-10 devices \$200; 10+ devices \$150.
Roseville	\$75/device
Shoreville <i>new</i>	\$75/device
New Hope	1-6 devices \$100 plus \$25/device 7+ devices \$200 plus \$25/device.

If you have questions or need further information to assist the Council, please let me know.

DG/js



December 10, 1991

City Of Crystal
4141 Douglas Drive
Crystal, MN 55422

Attention: Darlene George

Dear Ms. George:

This letter is in reference to the license fee application I received from the City of Crystal for the amusement games we have placed in the Crystal Community Center.

In reviewing the application, the fee of \$104.50 for each machine is so high that there is absolutely no way that a company can place and service amusement games in the city. I don't know what the reasoning is behind such a high license fee and I am not aware of these games causing any problems.

In 1991 there has been gross sales of approximately \$6,674.00 at the community center. With license fees of \$104.50 per machine; this fee computes out to 18% of the gross. There is absolutely no way a business can afford to pay 18% of its gross to the city, plus 6½% sales tax on those receipts, plus 6½% sales tax on the purchase of the equipment.

I would like the City of Crystal to reevaluate their license fees because fees of this nature have a direct effect of putting small businesses out of business.

If you care to contact me, Ms. George, I would greatly appreciate it. Charles Leininger 427-6956.

Thank you for your consideration.

Yours very truly,

Charles A. Leininger Sr.
Charles A. Leininger Sr.

CAL:d1

Licensed Company	No of Devices	Fee
Summit Amusement	1	\$ 104.50
American Amusements + Arcades	19	\$1,985.50
C. DL	11	\$1 149.50
B+K Music + Sales	8	\$ 836.00
Theisen Vending Co.	5	\$ 522.50
Aerian Enterprises	20	\$ 2,090.00
Dean - Superior Vending	3	\$ 313.50
Steven Weissman Indus.	4	\$ 418.00
VFW	2	\$ 209.00
Anthony Nicklow Sharks at 100	12	\$ 1,254.00
Wally Shawer	2	\$ 209.00
	<u>87</u>	<u>\$ 9,091.50</u>

Memorandum

DATE: December 11, 1991
TO: Jerry Dulgar, City Manager
FROM: Darlene George, City Clerk *Darlene*
SUBJECT: License Fee - Coin Operated Amusement Devices

*Agenda
supporting
data
OK JD*

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DG/js



December 10, 1991

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4141 Douglas Drive
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If you care to contact me, Ms. George, I would greatly appreciate it. Charles Leininger 427-6956.

Thank you for your consideration.

Yours very truly,

Charles A. Leininger Sr.
Charles A. Leininger Sr.

CAL:d1

underlined items are being deleted
emphasized items are new

ARTICLE VIII

SICK AND DISABILITY BENEFITS

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 ~~\$2,750~~ 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 X

SERVICE PENSIONS AND SURVIVOR BENEFITS

Section 1. A member: (1) who has retained membership in the association for at least 10 years, and (2) who has served as an active firefighter in the Crystal Fire Department for 20 years or more, and (3) 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. shall be entitled to receive a pension. The pension shall be calculated at \$2,750 for each year of active service performed by such member in the Crystal Fire Department, but no such pension shall exceed \$82,500.

Section 2. A member of the association who shall have served as an active firefighter in the Crystal Fire Department for at least 10 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 the member reaches the age of 50 years and provided that at that time they have the member has been a member of the association for at least 10 years, upon application therefor they the member 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. receive the pension. During the time that a member is on the deferred pension roll, they the member 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 3. 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. If there is no surviving spouse the benefit shall be paid to the deceased member's beneficiary.

Section 5 4. Option in lieu of monthly pension and eEarly 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 \$2,750 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		SINGLE LUMP	OR	AMOUNT PER MONTH FOR
AT LEAST BUT LESS THAN		SUM PAYMENT		REMAINDER OF LIFE

10	11	\$ 15,000.00	\$ 16,500	\$ 102.00
11	12	17,600.00	19,360	119.68
12	13	20,400.00	22,440	138.72
13	14	23,400.00	25,740	159.12
14	15	26,600.00	29,260	180.88
15	16	30,000.00	33,000	204.00
16	17	33,600.00	36,960	228.48
17	18	37,400.00	41,140	254.32
18	19	41,400.00	45,540	281.32
19	20	45,600.00	50,160	310.08

20 YEARS AND THEREAFTER 100 PERCENT

Section 6 5. If a member has selected a lump sum pension they A member on the deferred pension rolls 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 6. 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 pPensions 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 7. 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 member's beneficiary.

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.

Section 8. In the event of the death of a 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.

Section 9. Former members receiving (1) a monthly service pension or who (2) are on the early vested or deferred pension roll may seek an increase in their benefits by presenting their proposal to the Crystal City Council for review. An actuarial survey to support the proposed increase will be obtained by the Relief Association in conjunction with each four-year actuarial survey required by the state. The actuarial survey will be paid for out of the special fund.

Section 10. Nothing in these by-laws or the amendments to these by-laws adopted on January ____, 1992 is to be construed to affect, abridge or modify in any way the pension benefits being received by retired members on January ____, 1992.

DATE: December 12, 1991
TO: Jerry Dulgar, City Manager
FROM: William Monk, City Engineer
SUBJECT: CR81/Wilshire Blvd. Intersection Improvement Project

Final construction and right-of-way plans have been completed for the CR81/Wilshire Blvd. Intersection Improvement Project. The layout and details have changed very little from those viewed by the Council over the past several months. Major components of the project include installation of a traffic signal, widening the intersection to provide full traffic channelization, realignment of frontage roads to allow minimum setback and installation of storm sewer. Right-of-way acquisition involving six partial takings and one full parcel purchase is also proposed.

Based on the parameters for a cooperative agreement with Hennepin County established previously, the projected cost breakdown for this improvement is as follows:

Construction and Design Costs

- Hennepin County Participation Using State Aid Funds	\$ 820,925
- Crystal Participation Using State Aid Funds	\$ 215,000
- Crystal Participation Using Infrastructure Funds	<u>\$ 150,000</u>
Subtotal	\$1,185,925

Right-of-Way Costs

- Crystal Participation Using Off-System State Aid Funds	\$ 800,000
- Crystal Participation Using Infrastructure Funds	<u>\$ 150,000</u>
Subtotal	\$ 950,000

Storm Sewer Oversizing

- Crystal Participation for Oversizing Storm Sewer Beyond Size Needed for Intersection Project	<u>\$ 350,000</u>
Subtotal	\$ 350,000

Total Project Costs - \$2,485,925

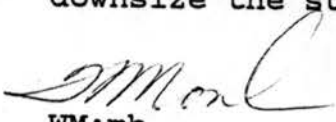
Jerry Dulgar
December 12, 1991
Page 2

Crystal's total participation in this project is estimated at \$1,665,000. Three funding sources are proposed to provide financing at the following levels:

<u>Funding Source</u>	<u>Fund Balance</u> <u>12/31/91</u>	<u>Project</u> <u>Funding</u>
Municipal State Aid	\$ 1,400,000	\$ 1,015,000
Infrastructure	\$ 1,300,000	\$ 300,000
Tax Increment Financing	\$ 1,000,000	\$ 350,000

At Wednesday's meeting, I will be recommending approval of the construction and right-of-way plans. Large scale plan sheets will be presented for detailed discussion of the overall project.

It should be noted that the project as presented includes installation of the Bass Lake Road relief storm sewer. If this project is not approved as a tax increment improvement as part of the upcoming public hearing, the plans will be revised to downsize the storm sewer to meet only the needs of this project.


WM:mb



14180 Trunk Hwy. 5
Eden Prairie, MN 55344
612-937-5150

FAX 612-937-5822

MEMORANDUM

December 4, 1991

To: Bill Monk, City of Crystal

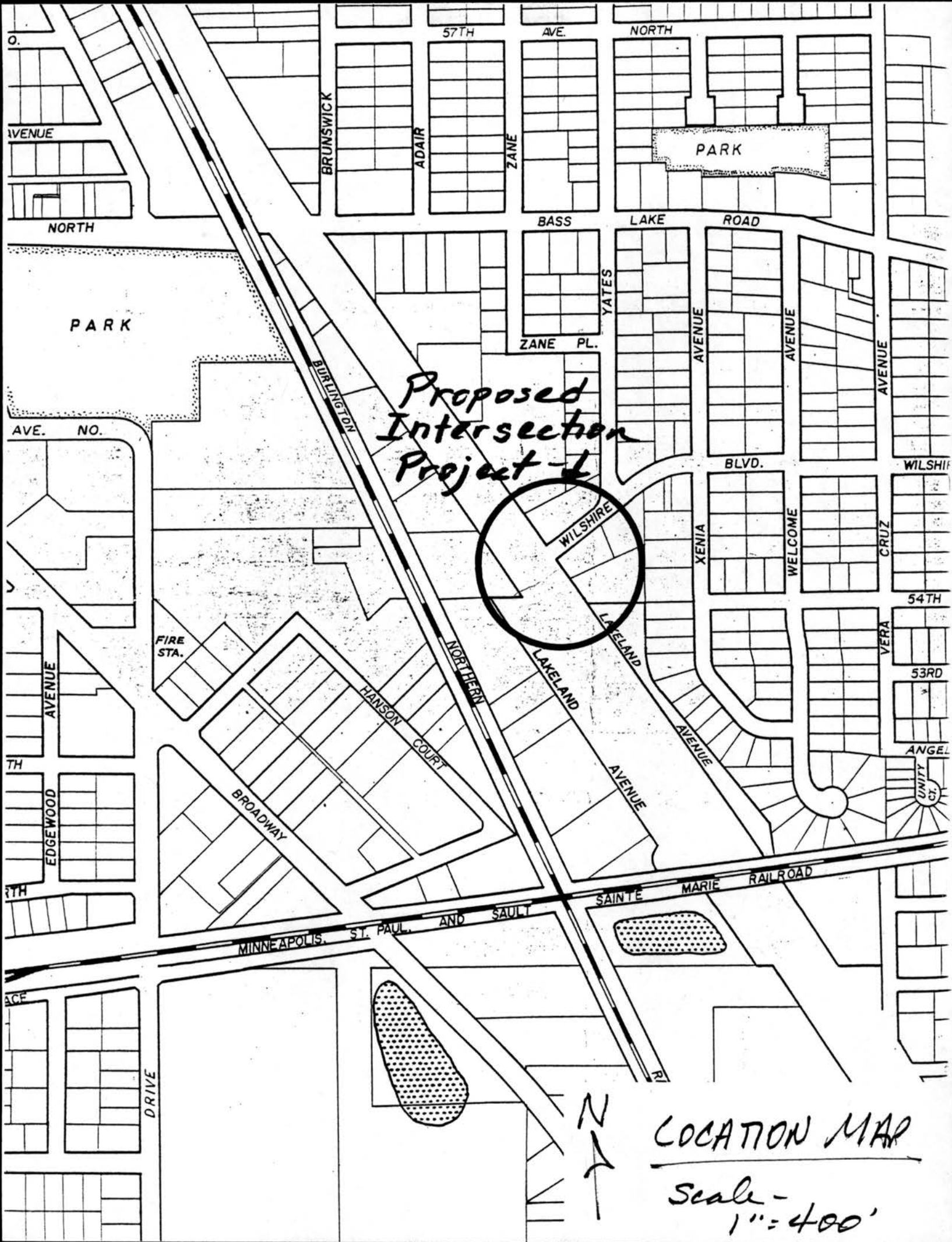
From: Dwight Jelle, Westwood Professional Services

Copies to: Elliot Ruhland, Mn/DOT Metro West
Harlan Hanson, Hennepin County

Proposed Schedule for Plan Development

Submit Partial Plans to Hennepin County.....	December 3, 1991
Submit 90% Drawings to the City of Crystal.....	December 6, 1991
Meet with Hennepin County to discuss revisions.....	December 11, 1991
Submit Completed Plans to Hennepin County.....	December 16, 1991
Submit Completed Plans to Mn/DOT.....	December 16, 1991
Submit Special Provisions to Hennepin County.....	December 16, 1991
Begin Advertisements for Bids.....	January 24, 1992
Opening of Bids.....	February 18, 1992
Award Contract to Successful Low Bidder.....	March 24, 1992
Approve Contract.....	May 4, 1992
Begin Construction.....	May 13, 1992
Complete Phase 1 Construction.....	July 3, 1992
End Construction.....	August 28, 1992

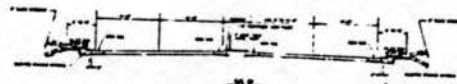
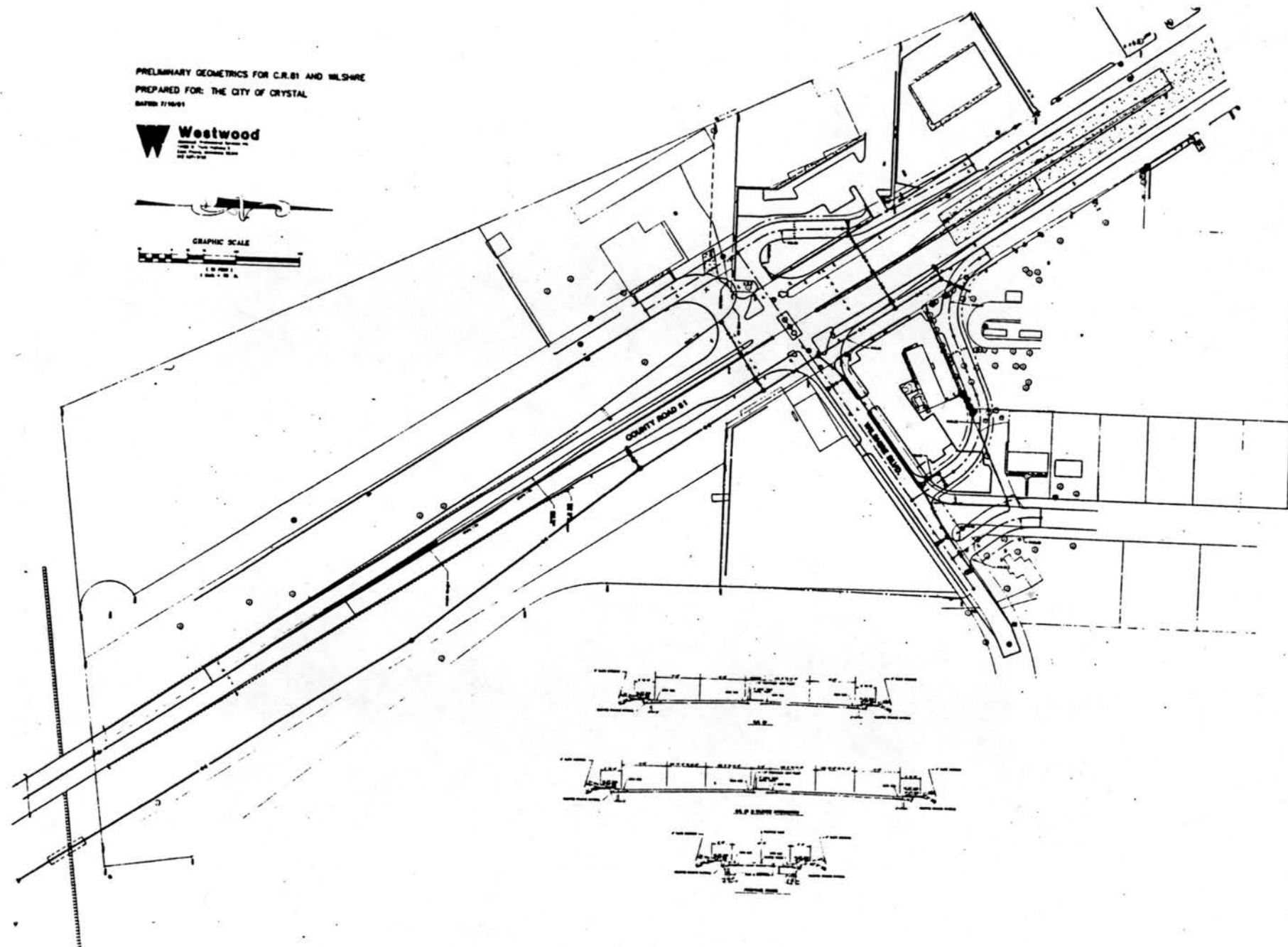
The construction dates are very tentative at this time. If any parties involved have any questions or comments please respond at your earliest convenience.



Proposed
Intersection
Project

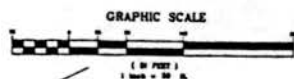
LOCATION MAP
Scale -
1" = 400'

PRELIMINARY GEOMETRICS FOR C.R. 81 AND WILSHIRE
PREPARED FOR: THE CITY OF CRYSTAL
DATE: 7/10/91

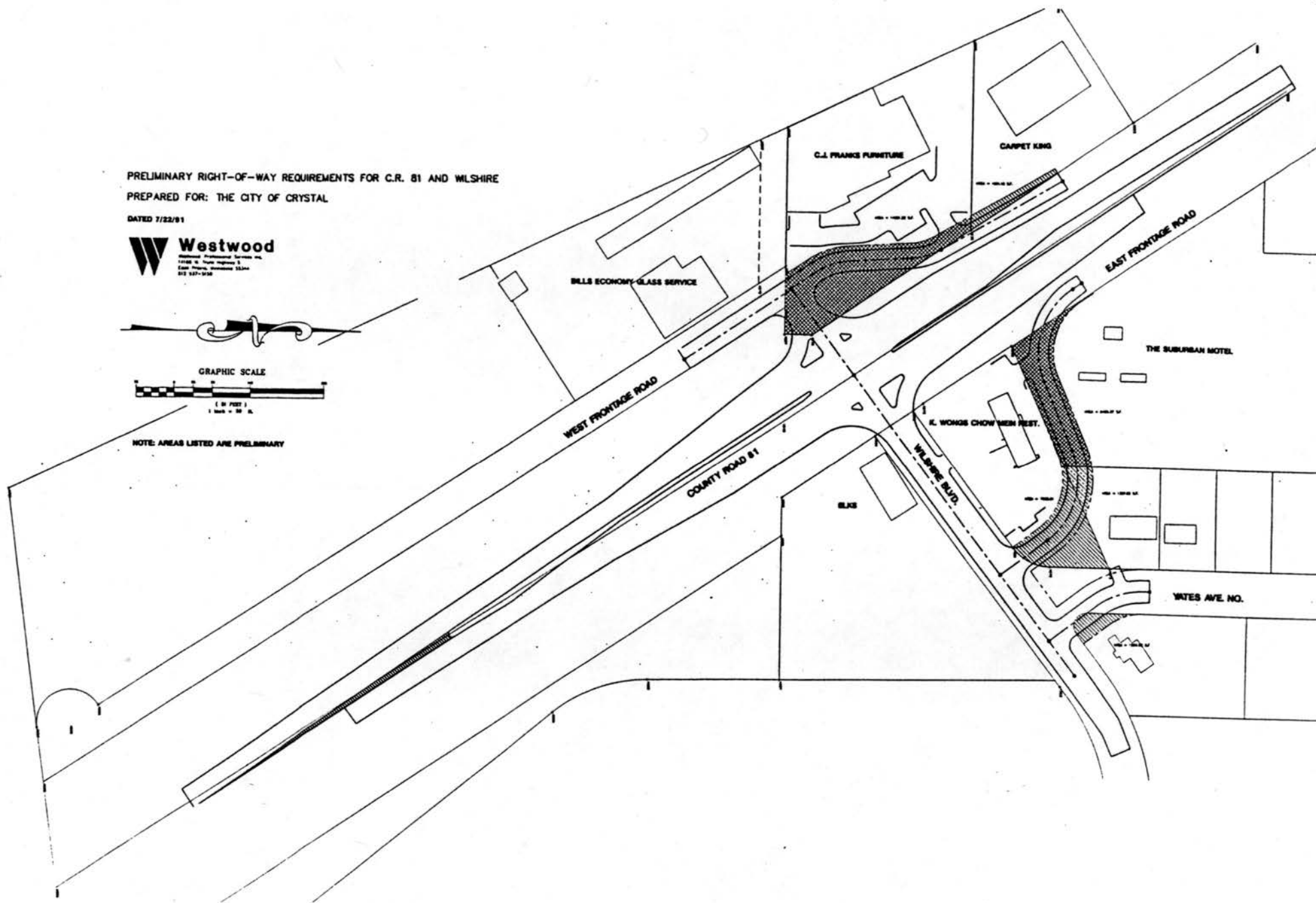


PRELIMINARY RIGHT-OF-WAY REQUIREMENTS FOR C.R. 81 AND WILSHIRE
PREPARED FOR: THE CITY OF CRYSTAL

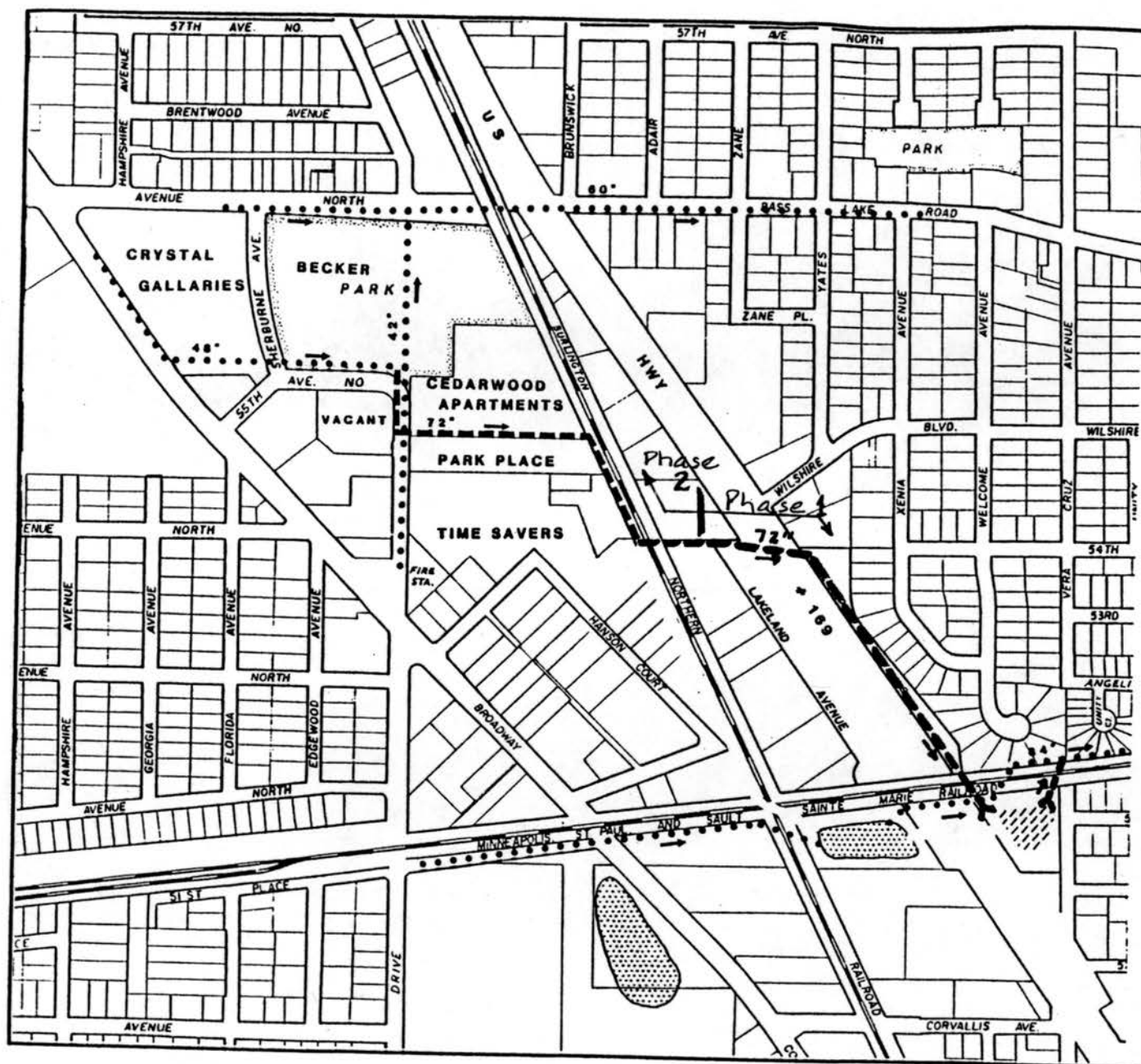
DATED 7/22/81



NOTE: AREAS LISTED ARE PRELIMINARY



RECEIVED



BASS LAKE ROAD STORM SEWER RELIEF PROPOSED ALIGNMENT

LEGEND

- EXISTING STORM SEWER
- PROPOSED STORM SEWER RELIEF PIPE (72" RCP)

0 400 800
SCALE IN FEET



DATE: October 11, 1991
TO: Jerry Dulgar, City Manager
FROM: William Monk, City Engineer
SUBJECT: CR81/Wilshire Blvd. Design Plans

Hennepin County staff has agreed to the project parameters identified in my letter to Bruce Polaczyk dated September 5 (attached). The project has been included in the County's five year CIP and work on the cooperative agreement has been started. The problem is the formal approvals by the County will not be completed until late November, but the final design must be started now if a 1992 construction deadline is to be met.

With Crystal responsible for the project design, I find myself in a position where I must recommend the City Council initiate the design phase on this State Aid/cooperative project before the County's approval process is complete. This recommendation includes some risk although I believe that risk is minimal. If for some reason the project does not proceed in 1992, the design would have to be shelved and the engineering costs (estimated at \$50,000) would need to be temporarily covered within the Infrastructure Fund until some future date when the project proceeds to construction.

The safety improvements associated with this project are viewed by the County as critical in terms of the intersection's accident history. I believe the Wilshire Blvd/CR81 Intersection Upgrade is a viable project for 1992 and recommend the Council authorize Westwood Engineering Services to proceed with the final design.




WM:mb

Encl

Memorandum

DATE: December 4, 1991

TO: Jerry Dulgar, City Manager

FROM: Nancy Gohman, Assistant Manager 

SUBJECT: Policy Change - Personnel Rules & Regulations
Inclement Weather

As per your and the Council's direction, here is the proposed change in the City of Crystal policy regarding inclement weather.

City offices will be open for business on all business days except legal holidays, holidays established pursuant to contract with certified employee bargaining units, and emergency situations.

In the event of severe inclement weather, the City Manager may determine whether an emergency exists in which the public interest will be best served by closing the City office or offices. If a City office is closed due to a weather emergency, subject to the requirements of law, the following apply:

1. Employees are expected to listen to WCCO-AM radio for announcements of closing of City facilities and are not to report to work if their work site is not open. If notice of closing has not been broadcast by 7:00 a.m. of the workday or your department head or supervisor has not contacted you, employees may assume that the City facilities will be open.
2. When a City facility is closed because of inclement weather, the employee must utilize earned vacation, comp time, sick time, or leave without pay to compensate for time off. Or, the employee would be able to work out an arrangement with their department head to work back hours to "make up" the time they missed from work due to closing of a City facility.
3. Those employees required by the Manager to work during severe weather due to the nature of their job responsibilities, such as essential employees, will be paid.

When the City office or offices have not been officially closed during inclement weather, the following policy applies:

1. Employees who, because of inclement weather, report to work after the start of their scheduled work shift, may utilize accumulated comp time, earned vacation, or leave without pay.

NG/js

Memorandum

DATE: December 4, 1991

TO: Jerry Dulgar, City Manager *Nancy*

FROM: Nancy Gohman, Assistant Manager

SUBJECT: Policy Change - Personnel Rules & Regulations
Inclement Weather

As per your and the Council's direction, here is the proposed change in the City of Crystal policy regarding inclement weather.

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NG/js

ORDINANCE NO. 91 _____

AN ORDINANCE RELATING TO CITY GOVERNMENT:
MAYOR AND COUNCIL SALARIES: REPEALING CRYSTAL
CITY CODE, SUBSECTION 210.09, SUBDIVISION 1,
CLAUSE (d) AND SUBDIVISION 2, CLAUSE (d).

THE CITY OF CRYSTAL ORDAINS:

Section 1. Crystal City Code, Subsection 210.09, subdivision
1, clause (d) is repealed.

Sec. 2. Crystal City Code, Subsection 210.09, subdivision 2,
clause (d) is repealed.

Sec. 3. This ordinance is effective in accordance with
Crystal City Code, Subsection 110.11 and is effective as of January
1, 1992.

Mayor

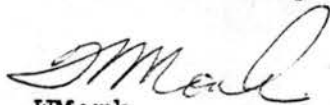
Attest:

Clerk

DATE: November 26, 1991
TO: Jerry Dulgar, City Manager
FROM: William Monk, City Engineer
SUBJECT: Utility Rates

As discussed during the budget process, a 10% increase in Crystal's sewer and water utility rates is proposed in 1992. The increase is required to maintain an acceptable, if not minimum, balance in the fund. Utility rates were increased 5% in 1991. It should be noted that an increase in the basic street light charge is proposed from \$2.75 to \$3.00 per quarter. This rate has not changed since 1983.

Approval of the attached ordinance amendment regarding City-wide utility rates and resolutions affecting elderly rates and street lights is recommended.



WM:mb

Encls

ORDINANCE NO. 91-

AN ORDINANCE RELATING TO SEWER, WATER AND STREET LIGHTING
RATES AND CHARGES: AMENDING CRYSTAL CITY CODE
SUBSECTION 710.05 AND SUBSECTION 715.13, SUBDIVISIONS 1 AND 4

THE CITY OF CRYSTAL DOES ORDAIN:

Section 1. Crystal City Code, Subsection 710.05, is amended to read:

710.05. Sewer Use Rates. Subdivision 1. Charges Imposed. The rates and charges for the use and service of the Sanitary Sewer System are fixed by this subsection. The rates and charges are made against each lot, parcel of land, unit or premises connecting directly or indirectly to the system and from which only normal sewage is discharged into the system.

Subd. 2. Flat Charges. Where the rate is not based upon the metered use of water the following quarterly charges for the respective user classifications established in Subsection 710.03 are as follows:

<u>User Classification</u> <u>Established by</u> <u>Section 710.03</u>	<u>Quarterly Charges</u>	
Subd. 2	\$ [27.30]	\$ 30.00
Subd. 3	[65.30]	71.80
Subd. 4	[157.00]	172.70
Subd. 5	[359.20]	395.00
Subd. 6	[490.00]	539.00

Subd. 3. Schools. For each public or private school the quarterly charge shall be charged whether school is in session or not and shall be based upon the metered water consumption on the premises served. The minimum quarterly charge is [\$8.80] \$9.70 per classroom per quarter. If a school has an unmetered private water supply the minimum quarterly charge shall apply.

Subd. 4. Metered Flow Charge. For all premises where the sewer service charge is based upon metered use of water the charge shall be computed at the rate of [\$0.90] \$1.00 per one hundred cubic feet of water.

Subd. 5. Commercial, Industrial and Institutional Uses The sewer service charge shall be based upon metered water consumption on the premises served. The minimum quarterly charge is [\$27.30] \$30.00 per quarter. If the premises has an unmetered private water supply system, the quarterly charges set forth in Subdivision 2 shall apply. Special charges for high intensity effluent users are established by Ordinance No. 78-13.

ORDINANCE NO. 91-

Subd. 6. Residential Units. The sewer charge for residential units shall be the quarterly charge set by Subdivision 2 of this subsection. Each available unit of occupancy in a multiple residence is a residential unit.

Sec. 2. Crystal City Code, Subsection 715.13, Subdivision 1, is amended to read:

715.13. Water Rates. Subdivision 1. Schedule. The rate due and payable to the City by each water user within the City for water taken shall be [\$0.82] \$0.90 per one hundred cubic feet, payable quarterly, subject, however, to a minimum charge to each water user for each quarter period during which water service is furnished, as follows:

<u>Meter Size</u>	<u>Quarterly Minimum Charge</u>	
3/4 inch <u>or smaller</u>	\$ [11.30]	\$ <u>12.40</u>
1 inch	[22.00]	<u>24.20</u>
1-1/2 inch	[41.50]	<u>45.60</u>
2 inch	[69.40]	<u>76.30</u>
3 inch	[124.80]	<u>137.30</u>
4 inch	[208.20]	<u>229.00</u>
6 inch	[416.30]	<u>458.00</u>
8 inch	[694.00]	<u>763.40</u>

Sec. 3. Crystal City Code, Subsection 715.13, Subd. 4 is amended to read:

Subd. 4. Automatic Sprinkler System. Where a connection is made to an automatic sprinkler system for standby fire service only, a charge for such service shall be made on an annual basis as follows:

2 inch pipe connection	\$ []	\$ <u>72.00</u>
3 inch pipe connection	[103.00]	<u>113.00</u>
4 inch pipe connection	[151.00]	<u>166.00</u>
6 inch pipe connection	[205.00]	<u>225.00</u>
8 inch pipe connection	[252.00]	<u>277.00</u>
10 inch pipe connection	[304.00]	<u>334.00</u>

These rates shall apply in all cases where automatic sprinklers are installed, and where fire gates and other outlets are sealed. No charge will be made for water used in extinguishing fires. Meters or detector check valves shall be installed on such services as required. Should it be found that water not metered is used through a fire connection for any purpose other than the extinguishing of fire upon the premises, the owner or occupant will be notified, and the water may be shut off until proper adjustments are made, and the owner shall be subject to the penalties provided in this section.

Sec. 4. The rates and charges established by Sections 1 to 3 apply to billings for utility services for the quarter ending December 31, 1991 and thereafter.

ORDINANCE NO. 91-

Sec. 5. This ordinance is effective in accordance with Crystal City Code, Subsection 110.11.

First Reading: December 3, 1991.

Passed by the City Council: December 18, 1991.

Mayor

ATTEST:

City Clerk

(Published in the Crystal-Robbinsdale Post News
January 1, 1991)

M E M O R A N D U M

DATE: December 11, 1991
TO: Jerry Dulgar, City Manager
FROM: Anne Norris, Community Development Director *an*
SUBJECT: Request from Paster Enterprises for Assistance

Background

As you know, Paster Enterprises requested City assistance with a portion of the costs for the reconstruction of the parking lot at Crystal Shopping Center. The City Council considered this request on December 3 but did not take action. The Council asked whether Paster Enterprises would be interested in a streetscape project along Bass Lake Road. In talking with Ed Paster, Paster Enterprises may be interested in a streetscape project, but not as a substitute for assistance with the parking lot project.

Before the Council acts on Paster Enterprises' request, it may be appropriate for Mr. Paster to present his request at a Council work session. At this work session, the Council could discuss other issues such as redevelopment and tax increment financing.

Recommendation

Schedule a City Council work session to discuss issues regarding redevelopment and tax increment financing, including Paster's request for assistance.

ALN:jt

DATE: December 11, 1991
TO: Jerry Dulgar, City Manager
FROM: William Monk, City Engineer
SUBJECT: City Hall Renovation

Consistent with the recent Council action designating The Alliance as project architect for the City Hall Renovation, an architectural service contract is attached for Council consideration. The contract has been revised extensively to reflect the City's expectations and avoid problems experienced on previous projects. Architectural services are proposed to be divided into two distinct phases. The first, covered by the attached contract, covers schematic design which will include a complete investigation of current systems and a preliminary design plan with cost estimate. The second phase will cover preparation of final design plans and services related to bidding and construction. By proceeding in this way, the City will be in a better position to monitor the project and coordinate all activities. Approval of the architectural contract for phase 1 is recommended.

A copy of a newsletter article to be published in January is attached. It is staff's intent to keep property owners, residents and the Council apprised of the status of this project as it proceeds. A work session will probably be scheduled in March or April so the Council can review progress at that time.


WM:mb

Encl

*Newsletter
Article*

CITY HALL RENOVATION

The City Council recently designated The Alliance as project architect for the renovation of City Hall. At 26 years of age, the building needs to be upgraded to meet current codes for fire protection, handicap access and asbestos abatement. The mechanical, electrical and overall wiring system (for computer and telephone) are also in need of a major overhaul. A major portion of the renovation project will be directed towards reworking the interior of the building to better address the general purpose and operational needs of the facility.

The tentative estimate for the renovation project totals \$1.65M and will be financed using capital funds set aside over an extended period of years for such purposes. These funds are outside the limits of the City's general fund and do not involve any tax derived revenue.

The Alliance

ARCHITECTURE

PLANNING

INTERIORS

Mr. Bill Monk
City Engineer
City of Crystal
4141 Douglas Drive North
Crystal, MN 55422-1696

December 10, 1991

Re: City Hall Renovation/Expansion
The Alliance Commission No. 91110

Dear Mr. Monk:

I enjoyed the opportunity to meet with you last Thursday. It was helpful to get an impression of your goals and desires for the project, specifically as they relate to the consultant contract.

As discussed in our meeting, we have included in our fee services to review temporary location of staff inside the existing City Hall facility during the remodeling of same. We will not charge you for services required to adjust the construction documents for architectural or engineering design related omissions. We also will develop a format for documentation of all necessary changes to the construction documents and insure that both you and the Building Inspector are kept abreast of any changes.

Since our meeting, I have received fee proposals from our consultants and have had the opportunity to review the project in more detail. Due to the potential for an extended construction period (1992-1994), and because we do not yet fully understand the building program and the degree to which the building and especially the mechanical/electrical systems must be remodeled, we have adjusted our fee to become 11.5 percent of the anticipated \$1,641,575.00 construction cost, or \$188,780.00.

As an alternate to the approach of signing a contract for the full Architectural/Engineering services, we are proposing for your consideration that we enter into an agreement for Schematic Design Services on a time and material basis only at this time. When the project scope, phasing, and preliminary construction cost estimate have been defined at the completion of the schematic design, we would be able to quote you a more accurate fee for the remaining work. We would estimate that this approach (for schematic design) would total no more than \$29,000 or 15% of the total fee. At this time I am forwarding revised copies of the contract based on our discussions last week. If you wish to consider the alternate approach, please let me know.

Please call if you have any questions.

Sincerely,



PETER VESTERHOLT, AIA
Principal

PV/jc

c: Jack Meyer (MBJ)
Dean Rafferty (MCE)
Ellsworth

Office\91110\121091L.PV



AIA Document B141

Standard Form of Agreement Between Owner and Architect

1987 EDITION

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

AGREEMENT

made as of the
Nineteen Hundred and

day of

in the year of

BETWEEN the Owner:

(Name and address)

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

and the Architect:

(Name and address)

The Alliance
400 Clifton Avenue South
Minneapolis, MN 55403

For the following Project:

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

City Hall Renovation/Expansion. City of Crystal, 4141 Douglas Drive North, Crystal, MN 55422-1696. The project consists of multi-phase renovation and expansion of the existing City Hall facility, including mechanical systems upgrade. Preliminary program, conceptual drawings and construction cost estimate (totaling approximately \$1,418,055.00 when prepared on September 28, 1990, exclusive of inflation, construction escalation and contingencies, and exclusive of furnishings, audio visual equipment and asbestos abatement work), prepared by Workplace Environments, Inc., shall form the basis for the project scope.

The Owner and Architect agree as set forth below.

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

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

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

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

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

ARTICLE 2

SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

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

2.2 SCHEMATIC DESIGN PHASE

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

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

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

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

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

~~2.3 DESIGN DEVELOPMENT PHASE~~

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

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

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

2.4 CONSTRUCTION DOCUMENTS PHASE

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

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

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

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

2.5 BIDDING OR NEGOTIATION PHASE

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

2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3

ADDITIONAL SERVICES

3.1 GENERAL

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

~~3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES~~

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

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

~~2.2.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.~~

3.3 CONTINGENT ADDITIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

3.4 OPTIONAL ADDITIONAL SERVICES

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

3.4.2 Providing financial feasibility or other special studies.

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

- 3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
- 3.4.5 Providing services relative to future facilities, systems and equipment.
- 3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, except as required to complete the schematic design documents.
- 3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner, except as required to complete the schematic design documents.
- 3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- 3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.
- 3.4.10 Providing detailed estimates of Construction Cost.
- 3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.
- 3.4.12 Providing analyses of owning and operating costs.
- 3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
- 3.4.14 Providing services for planning tenant or rental spaces.
- 3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.
- 3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- 3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.
- 3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.
- 3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.
- 4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.
- 4.3 If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.
- 4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- 4.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a project benchmark.
- 4.6 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.
- 4.6.1 The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.
- 4.7 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.
- 4.8 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.
- 4.9 The services, information, surveys and reports required by Paragraphs 4.5 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.
- 4.10 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.
- 4.11 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

ARTICLE 4

OWNER'S RESPONSIBILITIES

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

ARTICLE 5 CONSTRUCTION COST

5.1 DEFINITION

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

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

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

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

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

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

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

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

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

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

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

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

ARTICLE 6 USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

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

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

ARTICLE 7 ARBITRATION

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

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

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

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

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

ARTICLE 8

TERMINATION, SUSPENSION OR ABANDONMENT

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

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

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

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

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

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

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

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

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

ARTICLE 9

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

ARTICLE 10

PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses.

10.2.1.1 ~~Expense of transportation in connection with the Project; expenses~~ in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

10.2.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents.

10.2.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

10.2.1.4 Expense of renderings, models and mock-ups requested by the Owner.

10.2.1.5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.

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

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

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

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

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

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

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

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

10.5 PAYMENTS WITHHELD

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

10.6 ARCHITECT'S ACCOUNTING RECORDS

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

ARTICLE 11

BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 AN INITIAL PAYMENT OF

shall be made upon execution of this Agreement and credited to the Owner's account at final payment. Zero Dollars (\$ 0.00)

11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.) Compensation for Basic Services for Schematic Design shall be completed on a time basis at a multiple of 2.75 times the Direct Personnel Expense of those individuals who are assigned to the project. The maximum fee for Schematic Design (not including Reimbursable Expenses) shall be twenty-nine thousand dollars (\$29,000.00).

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

Schematic Design Phase:	percent (%)
Design Development Phase:	percent (%)
Construction Documents Phase:	percent (%)
Bidding or Negotiation Phase:	percent (%)
Construction Phase:	percent (%)
Total Basic Compensation:	one hundred percent (100%)

11.3 COMPENSATION FOR ADDITIONAL SERVICES

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

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

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

Additional services shall be provided on a time basis at a multiple of 2.75 times the Direct Personnel Expense of those individuals required to accomplish the additional services.

11.3.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of
one (1) times the amounts billed to the Architect for such services.

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

11.4 REIMBURSABLE EXPENSES

11.4.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of
one (1) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

11.5 ADDITIONAL PROVISIONS

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

11.5.2 Payments are due and payable thirty (30) days from the date of the Architect's invoice.
~~Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or~~
~~in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~

(Insert rate of interest agreed upon.)

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

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

ARTICLE 12

OTHER CONDITIONS OR SERVICES

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

12.1 Basic professional services to be provided by The Alliance under this Agreement are as follows:

1. Architecture
2. Structural Engineering
3. Mechanical Engineering
4. Electrical Engineering
5. Cost Estimating

The professional services of the following consulting firms will be utilized by the Architect as part of its basic services:

Mechanical and Electrical Engineering: Michaud, Cooley, Erickson & Assoc., Inc.
Minneapolis, MN

Structural Engineering: Meyer, Borgman and Johnson, Inc.
Minneapolis, MN

Cost Estimating: Cost Planning
and Management International (CPMI)
Minneapolis, MN

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

(Signature)

Jerry Dulgar
(Printed name and title)

Betty Herbes

Peter Vesterholt
(Printed name and title)

City Manager

Mayor

Principal

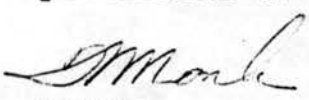


CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

DATE: December 9, 1991
TO: Jerry Dulgar, City Manager
FROM: William Monk, City Engineer
SUBJECT: Wetland Management

As noted in the attachments, provisions of the Wetland Conservation Act of 1991 require designation of a Local Governmental Unit (LGU) to administer the regulations for wetland alterations. Although the present regulations are only termed interim, both the interim and final versions of the program will require a LGU be designated.

The LGU will by law have considerable authority in establishing the status of all wetlands and approving replacement/alteration plans as appropriate. In developing communities, the designation of the LGU is important due to the degree of regulatory authority involved. In Crystal's case, there is a good chance the LGU will never have to act. With this in mind, I recommend the City designate the Shingle Creek and Bassett Creek Water Management Commissions as Crystal's Local Governmental Unit in compliance with provisions of the Wetlands Conservation Act.



WM:mb

Encl

BASSETT CREEK WATER MANAGEMENT COMMISSION

Curtis A. Pearson, Attorney
1100 1st National Bank Place West
Minneapolis, Minnesota 55402
(General Address)
Phone: 612/338-4200
Fax: 612/338-2625

Leonard Kremer, Engineer
Barr Engineering Company
7803 Glenroy Road
Minneapolis, Minnesota 55439-3123
Phone: 612/830-0555
Fax: 612/835-0501

- Crystal
- Golden Valley
- Medicine Lake
- Minneapolis
- Minnetonka
- New Hope
- Plymouth
- Robbinsdale
- St. Louis Park

November 27, 1991

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

Re: Wetland Conservation Act of 1991

Dear Mr. Dulgar:

The Bassett Creek Water Management Commission has been notified by the Minnesota Board of Water and Soil Resources (BWSR) of certain regulatory provisions of the Wetland Conservation Act of 1991. Interim regulations have been prepared by BWSR, and the interim program prohibiting wetland alteration will begin January 1, 1992, and last through July 1, 1993. After July 1, 1993, a permanent regulatory program will begin.

BWSR has contacted us as a water management organization and has indicated that local governmental units (LGUs) must determine which LGU will administer the interim provisions of the act. Only cities, townships, and water management organizations can administer the permanent program in the metropolitan area. It seems logical that the responsibility for the interim program will probably carry over to the permanent program in effect after July 1, 1993.

The Commission spent a great deal of time discussing the materials submitted by BWSR to the Commission at their regular meeting on November 21, 1991. Some of the Commissioners felt that their member communities would like to have the Bassett Creek Water Management Commission act as the LGU for their cities and/or for the entire watershed. Several other Commissioners felt that their member communities would probably want to administer the program locally and that applied particularly in areas where there are a number of watersheds serving a single community. The Bassett Creek Water Management Commission wants to be helpful to our member communities, and the Commission does not want to inject itself into programs where the Cities feel they want to administer the program on a local basis. The Commission therefore adopted a motion indicating that the Commission will notify BWSR that the Commission will act as the LGU for wetland alterations in any of our member cities as it relates to land within the Bassett Creek watershed IF the City does not adopt a resolution or advise BWSR that they wish to act as the LGU prior to January 1, 1992.

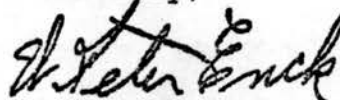
Subsequent to our Commission meeting, the Commission's attorney, Curt Pearson, conferred with Ron Harnack and Mel Sinn at BWSR. They have confirmed that the action taken by the Commission is consistent with the Act and with their regulations. Therefore, we are notifying BWSR that the Bassett Creek WMO will act as the LGU for the watershed area unless any of our member cities notify BWSR that they will act as the LGU. It is suggested that you try to make and file your decision with BWSR if your City intends to act as the LGU. We would appreciate receiving a copy of your resolution and any of your correspondence on the subject with BWSR.

We are enclosing a copy of the preliminary outline submitted to the Commission by BWSR. We are now advised that the interim regulations are prepared and are approximately 49 pages in length. You will note on page 2 that whoever is designated as the LGU must establish a technical evaluation panel. The Wetland Conservation Act provides that the panel consist of a professional employee of the Soil and Water Conservation District, a BWSR employee, and an engineer from the LGU.

The Commission directed that a letter be sent to each member municipality with a copy to the Bassett Creek Commissioner advising them of the action taken by the Bassett Creek Water Management Commission on November 21, 1991. If you have any questions concerning what is proposed and how our Commission has proceeded, please do not hesitate to contact Len Kremer, the Commission's engineer, who is at Barr Engineering at 832-2600, or Curt Pearson, the Commission's attorney, who can be reached at 338-4200.

The sole purpose of this letter is to advise you that if your City does not act before January 1, 1992, the Commission has indicated that it will act as the LGU on wetland regulations in that portion of your City which is located within the Bassett Creek watershed.

Sincerely,



W. Peter Enck, Chairman
Bassett Creek Water
Management Commission

WPE:lh
Enclosure
cc: Mr. Bill Monk

The Wetland Conservation Act of 1991: the Interim Program

The Minnesota Board of Water and Soil Resources (BWSR) is the state administrative agency for the Wetland Conservation Act of 1991. Because we have received so many questions regarding the act, and the interim program beginning Jan. 1, 1992, the BWSR is mailing this document to many of the organizations and people affected by the act. Any further questions can be directed to the BWSR, 612-296-3767, or 1-800-652-9747.

The regulatory provisions of the Wetland Conservation Act take place in two phases. The first phase is an interim program prohibiting wetland alteration that begins Jan. 1, 1992, and lasts through July 1, 1993. After July 1, 1993, a permanent program begins. The programs provide exemptions and also allow landowners to "replace" wetlands through an approved replacement plan.

So what exactly does the Wetland Conservation Act mean for local governments and landowners? And when do their responsibilities begin?

Between now and Jan. 1, 1992...

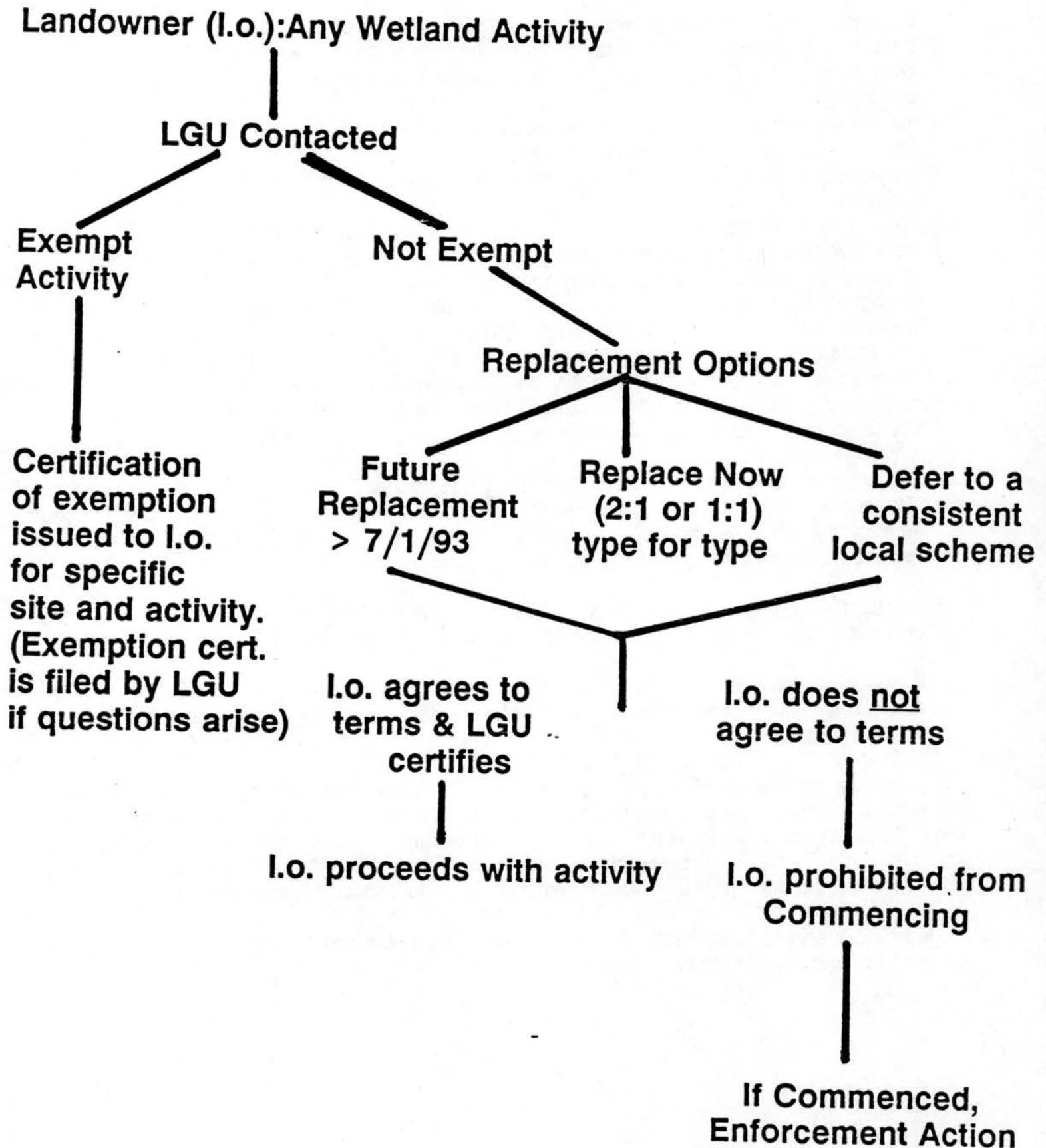
- Local government units (LGUs) must decide which LGU will administer the interim provisions of the act. (BWSR is available to facilitate this discussion between LGUs.) Although soil and water conservation districts (SWCDs) or any LGU with permitting authority can administer the interim provisions, the permanent program is more restrictive: only counties and cities can administer the permanent program in Greater Minnesota, and only cities, townships and water management organizations can administer the permanent program in the Metro Area. It seems logical to consider giving responsibility for the interim program to the LGU that will ultimately administer the permanent program.
- The designated LGU should notify the BWSR that they have accepted responsibility for administering the act. If no LGU takes responsibility for the program, landowners with nonexempt wetlands will be prohibited from altering them. Moreover, since the BWSR will not assume local administration of the program, landowners will have no one to determine exemptions or approve replacement plans.
- The BWSR will develop administrative guidelines for the interim program. After Nov. 11, 1991, a copy of the guidelines may be obtained from the BWSR (612-296-3767). The guidelines will be open to written comment until Dec. 6, 1991. The comments and adoption of the guidelines will be considered at the Dec. 18, 1991, meeting of the BWSR.

After Jan. 1, 1992...

- After consultation with the Wetland Heritage Advisory Committee (a nine-member committee consisting of the commissioners of agriculture and natural resources, and seven others appointed by the governor), rule making for the permanent program will begin.
- The BWSR will provide training to LGUs concerning the interim program.
- The BWSR and LGUs will work together to let landowners know that they must get approval from the LGU before altering a wetland.
- The LGU must decide if a wetland activity is exempt; if it is, the LGU might want to consider issuing a "certificate of exemption." Although this certificate is not required, it will help the landowner quickly explain the wetland's status to enforcement officials.

- The commissioner of the Department of Natural Resources (DNR) is responsible for enforcement of the act. Although conservation officers are primarily responsible for this enforcement, other peace officers will assist the DNR.
- Exemptions include:
 - * the proposed activity is in a wetland subject to federal farm program Swampbuster requirements;
 - * the wetland has a cropping history or was in "set aside" six of 10 years prior to Jan. 1, 1991;
 - * the activity is in a wetland that was enrolled in the federal Conservation Reserve Program, was cropped six out of 10 years prior to enrollment, and has not been restored with public or private assistance;
 - * the activity is in a wetland that has received a commenced determination by the Agricultural Stabilization and Conservation Service (ASCS);
 - * the activity is in a type 1 wetland on agricultural land, except for bottomland hardwood type 1 wetlands;
 - * the activity is in a type 2 wetland that is two acres or less located on agricultural land;
 - * the activity is in a wetland created solely as a result of beaver dam construction, or blockage of culverts through public or private roads;
 - * the activity is necessary to repair and maintain public or private drainage systems, as long as wetlands that have been in existence for more than 20 years are not drained;
 - * the activity is related to development projects and ditch improvement projects that have received at least preliminary approval within five years before Aug. 1, 1991;
 - * certain activities related to Corp. of Engineer permits, forest management, aquaculture, wild rice production, and routine maintenance of highways, streets and utilities.
- Landowners proposing nonexempt activities have these options:
 - * The landowner and the LGU can agree that the landowner will replace the wetland within one year of the effective date of the rules governing the permanent program and that the replacement will abide by those rules. (The rules will be effective about July 1, 1993.)
 - * The landowner can replace the wetland acre for acre (at a 2:1 ratio for non-agricultural wetlands and at a 1:1 ratio for agricultural wetlands) and type for type before or during the wetland activity.
 - * If the replacement is required by a permitting authority other than the LGU, the LGU may defer to that replacement plan, providing that the replacement requirements are at least 1:1 (ag) and 2:1 (non-ag).
- The LGU must establish a technical evaluation panel. The panel is responsible for making wetland delineations, resolving questions concerning exemptions and providing guidance on replacement plans. The LGU approves the replacement plans. By statute, this panel consists of a professional employee of the SWCD, a BWSR employee and an engineer from the LGU. (The panelists may add other members from the public or private sectors to provide additional expertise.)
- The legislature appropriated funds to SWCDs to serve as an information clearinghouse about the act and to provide training to local officials.

PROPOSED INTERIM PROCESS



DATE: December 9, 1991
TO: Jerry Dulgar, City Manager
FROM: William Monk, City Engineer
SUBJECT: Reconveyance of Sanitary Sewer

In 1970 the Metropolitan Waste Control Commission (MWCC) purchased sanitary sewer trunk lines from Crystal and Osseo as the metro-wide interceptor system was formalized. Crystal was compensated for this purchase in an amount of \$281,262. Payment was set up as a service charge credit over thirty years from 1970 thru 2000.

Some years later, the MWCC stopped routing metro system sewage through this Crystal pipe even though it remained part of their overall system. As noted in the attached letter from MWCC dated October 10, a current policy directs the MWCC to reconvey those facilities that no longer serve a metro-wide purpose to the local user. The letter of December 2 from MWCC (also attached) describes the reconveyance arrangement whereby the sewer would be sold back to Crystal for \$61,104.

There is no question that the sewer line in question services only Crystal. The methodology used by MWCC to establish current value is equitable in taking in account depreciation and capacity used by Crystal. The reconveyance agreement also includes three payment schemes which allows the City to choose a preferable financing arrangement.

I recommend the City approve the reconveyance agreement as included in the attached packet. Further, financing the repurchase consistent with Alternative Exhibit B (last page of packet) is recommended as Crystal's most reasonable option.

Please note this memo represents a brief overview of a complex issue. I will be prepared to discuss the situation in additional detail on Wednesday night.


WM:mb

Encl



Metropolitan Waste Control Commission

Mears Park Centre, 230 East Fifth Street, St. Paul, Minnesota 55101

612 222-8423

October 10, 1991

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

Dear Mr. Dulgar:

The Metropolitan Council, as part of their Water Resource Management Policy Plan, has directed the Commission to reconvey or sell those facilities that no longer have a role in providing metropolitan level sanitary sewer services. These facilities are to be reconveyed to the local units of government with fair compensation made to the Metropolitan Waste Control Commission.

In the Commission's Implementation Plan it has been identified that portions of the Commission's sanitary sewer interceptor 1-CL-455 located within the City of Crystal is no longer needed by the Commission to provide sanitary sewer service to the upstream community. For this reason the Metropolitan Council has directed the Commission to reconvey this facility to the city. Attached is a copy of the Commission's policy on reconveyance for your review.

You will be contacted by Carol Johnson of the Commission's staff within the next couple of weeks. If there is a specific person within the city that will be responsible to represent the city in this process please let Carol know at that time. If you have any questions in this regard please contact Carol Johnson at 229-2147 or Donald Bluhm at 229-2116.

Sincerely,

Gordon O. Voss
Chief Administrator

GOV:DSB:jle
L19.DSB

cc: John Irving, Commissioner, MWCC
Carol Johnson, MWCC
Donald Bluhm, MWCC





Metropolitan Waste Control Commission

Mears Park Centre, 230 East Fifth Street, St. Paul, Minnesota 55101

612 222-8423

December 2, 1991

Mr. Bill Monk
Public Works Director
City of Crystal
4141 Douglas Drive No.
Crystal, MN 55422

Dear Mr. Monk:

This letter is a follow up to our meeting of November 7, 1991 regarding the reconveyance of a portion of the Commission interceptor 1-CL-455 described as follows:

From the connection point of the vacated Osseo Forcemain at 62nd Avenue and Highway 52 southerly and eastwardly to the Commissions lift station L-30 on 53rd Ave. North.

Attached exhibit 1 shows how the Commission determined the value of the interceptor in 1970 when the interceptor was acquired from the city. The current value was \$213,075. The Commission also assumed the payment of \$68,187 in outstanding bonds issued by the City of Crystal. The original cost of the interceptor to the Commission was then the total of these values or \$281,262.

The Commission then depreciated the value of the interceptor over a 80 year life, as established by the Waste Control Commission Act. This facility was constructed in 1956 and it is proposed that the reconveyance be made effective on January 1, 1992. Thus the interceptor was depreciated by 45% of its original value for a value of \$154,694. Since the interceptor was sized to provide sanitary sewer service to the City of Osseo as well as Crystal, the Commission determined that the city of Crystal needed only 39.5% of the available capacity within the interceptor. Thus, the value to Crystal was further reduced to 39.5% of this value or \$61,104.

The Commissions policy allows the city to either make a cash payment or be financed through the Commission at a 4% interest rate for up to 30 years. The Commission has attached a draft copy of an agreement for your consideration. As per your request, we have attached two separate payment plans. One plan showing the net effect on the city's current value credit if the payments are spread over the remaining period of the existing credits. The other plan showing the effect on the city over a payment period of 30 years.

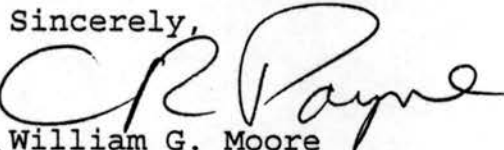


Mr. Bill Monk
Page Two
December 2, 1991

This agreement will be presented to the Commission in December of 1991. If the city has any problems with the agreement in form please contact us as soon as possible. The staff will be recommending that the Commission authorize the repair the broken pipe located upstream of the lift station. If this is not approved by the Commission we will inform the city at once.

If you have any questions, please call.

Sincerely,

A handwritten signature in cursive script, appearing to read "W. G. Moore".

for William G. Moore
Director of Engineering
and Construction

WGM:DSB:jle
L31.DSB

cc: Jeanne Matross, MWCC
Lois Spear, MWCC

SCHEDULE IV-CL-2

CURRENT VALUE OF EXISTING INTERCEPTORS AND TREATMENT WORKS
MINNEAPOLIS-ST. PAUL SERVICE AREA

VILLAGE OF CRYSTAL

Ident. Number	Year Constructed	Cost of Construction \$	Government Grants \$	Outstanding Bonds \$	Original Cost \$	Trend Factor	Replacement Cost \$	Condition Per Cent %	Current Value \$
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Treatment Works

None

Interceptors

1-CL-455	1956	267,688		104,944(a)	162,744	1.599	260,228	81.88	213,075
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(a) Includes \$68,187 bonds issued by the Village of Crystal and \$36,757 bonds issued by Village of Osseo.

$$\begin{array}{rcl}
 1970 - 1956 & = & 14 \\
 1992 - 1970 & = & 22 \\
 \hline
 & & 36
 \end{array}$$

$$\text{Depreciation } 36/80 = 45\%$$

$$\% \text{ Utilization} = 39.5\%$$

Original Costs

$$\begin{array}{r}
 \$ 213,075 \\
 \$ 68,187 \\
 \hline
 \$ 281,262 \\
 55\% \\
 \hline
 \$ 154,694 \\
 .395 \\
 \hline
 \$ 61,104.13
 \end{array}$$

30 y 4%
crystal pond

SANITARY FLOW CALCULATIONS

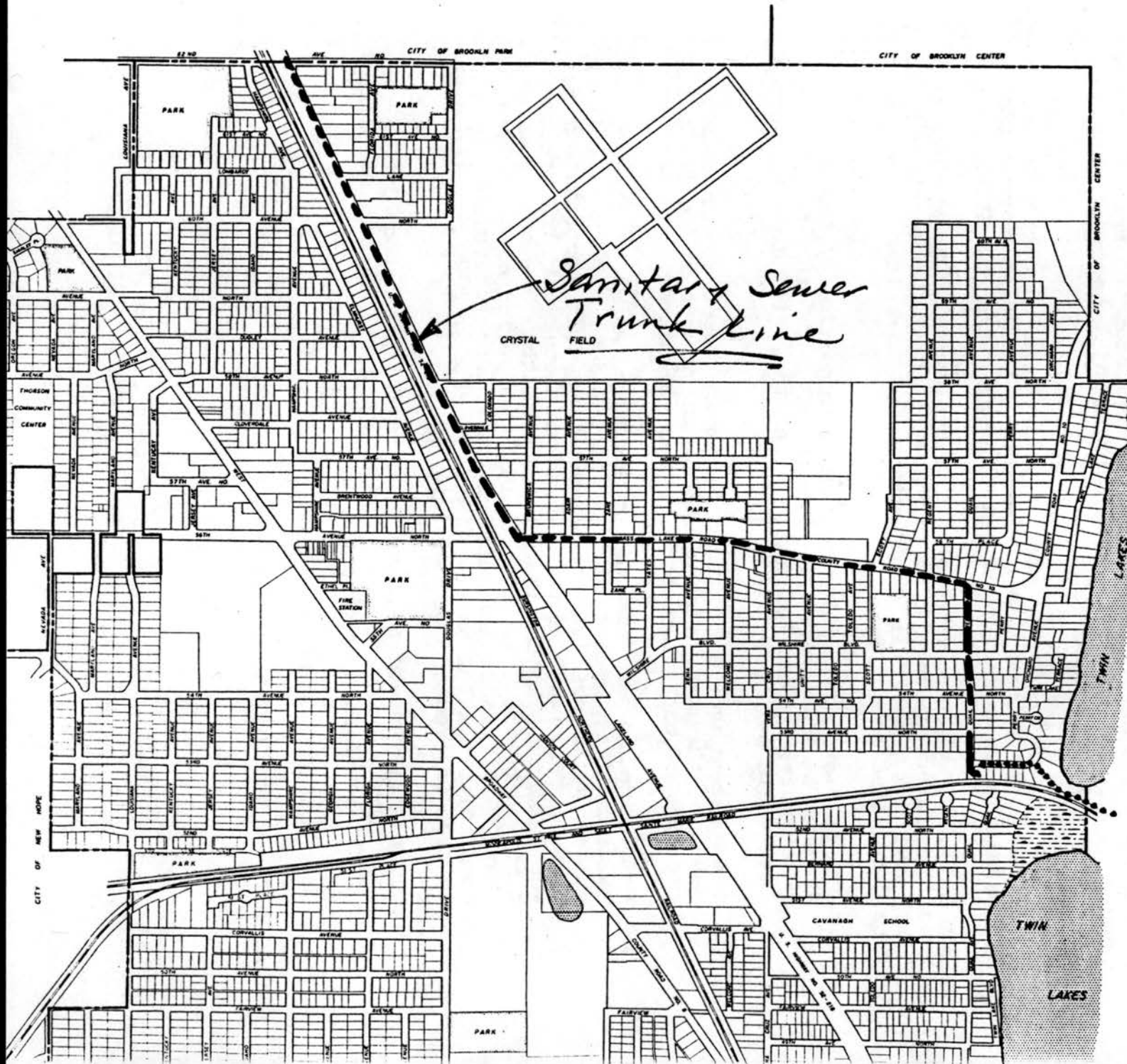
REACH NO. 1-CL-455
YEAR 2020

SEWER SEC	COMMUNITY	SECTION POPULATION	SECTION EMPLOYMENT	IDENTIFIED INDUSTRIAL FLOW	SECTION FLOW M. G. D.	CUMULATIVE SEC. FLOW M. G. D.	FLOW VAR FACT	MAXIMUM W/W FLOW M. G. D.	MAXIMUM INFILT. M. G. D.	TOTAL MAX FLOW		CAPACITY C. F. S.
										M.G.D.	C. F. S.	
1	Crystal											1.59
2	Crystal											1.59
3	Crystal											2.44
4	Crystal	1,767	613		.138	.13	3.9	.53	.09	.63	.97	4.20
5	Crystal	3,533	1,226		.274	.41	3.5	1.44	.27	1.72	2.66	5.92
6	Crystal	339	118		.026	.43	3.5	1.53	.29	1.82	2.83	7.17
7	Crystal	17,376	6,031		1.36	1.79	2.9	5.20	1.20	6.40	9.92	20.9
	Crystal TOTAL	23,000	8,000		1.79	1.79	2.9	5.20	1.20 1.20	6.40	9.92	
										Capacity needed 2.83 cfs Capacity available 7.17 cfs $\frac{2.83}{7.17} = .395$ or 39.5%		

EXISTING SEWER

REACH NO. 1-CL-455

SEWER SEC.	LOCATION			STREET SURFACE	CONST. DATE	SIZE	SHAPE	TYPE	LENGTH	SLOPE %	CAPACITY		REMARKS
	ON	FROM	TO								M. G. D.	C. F. S.	
1	Hwy. 52	62 Ave. N.	Lombardy		1955	12"	Circular	V.C.P.	1079.5	.20	1.03	1.59	Crystal Lift Station
2	Hwy. 52	Lombardy	60 Ave. N.		1955	12"	Circular	V.C.P.	406.0	.20	1.03	1.59	
3	Hwy. 52	60 Ave. N.	Bass Lake		1955	15"	Circular	R.C.P.	2893.5	.15	1.57	2.44	
4	Bass Lake	Hwy. 52	Yates Ave.	Conc.	1955	18"	Circular	R.C.P.	983.0	.16	2.71	4.20	
5	Bass Lake	Yates Ave.	Regent Ave.	Conc.	1955	21"	Circular	R.C.P.	2336.5	.14	3.82	5.92	
6	Bass Lake	Regent Ave.	Quail Ave.	Conc.	1955	24"	Circular	R.C.P.	1809.0	.10	4.63	7.17	
7	Quail Ave.	Bass Lake	53rd Ave.	Bit.	1955						13.5	20.9	



METROPOLITAN WASTE CONTROL COMMISSION
230 EAST FIFTH STREET, ST. PAUL, MINNESOTA 55101
612-222-8423

RESOLUTION NO. 89-29

ESTABLISHMENT OF COMMISSION POLICY FOR
THE RECONVEYANCE OF METROPOLITAN INTERCEPTORS

WHEREAS, Policy 6 of the Water Resources Management Policy Plan requires that any interceptors no longer needed to provide metropolitan sanitary sewer service should be removed from the MDS and either abandoned or reconveyed to the local units of government with fair compensation paid to the Commission.

WHEREAS, It is now necessary that a policy for the reconveyance of Metropolitan interceptors that are no longer needed to provide metropolitan sanitary sewer service be established. NOW, THEREFORE,

BE IT RESOLVED, by the Metropolitan Waste Control Commission that metropolitan interceptors will be reconveyed to the appropriate local unit of government for fair compensation and that fair compensation will be determined as follows:

1. The original acquisition cost of that portion of the interceptor to be reconveyed is determined. If the facility was constructed by the Commission, then the original construction cost would be used.
2. The present value of the interceptor based on the capacity needs of the downstream community in proportion to the design capacity of the interceptor is then calculated.
3. Fair compensation for the interceptor would be the present value less any remaining liabilities (debt service or current value) still owed to the community. This compensation for those interceptors acquired from the local unit of government would be paid to the Commission as either a cash payment or financed by the Commission at 4% for a period not exceeding 30 years. For those interceptors that were constructed by the Commission the BBI on the effective date of the transfer will be used in lieu of the 4% rate.
4. The facility would be reconveyed in its present condition (as is) and the cost for any repairs would be the responsibility of the local unit of government.

Adopted this 21st day of February 1989.

METROPOLITAN WASTE CONTROL COMMISSION

By Lurline Baker-Kent
Lurline Baker-Kent
Chair

By Gordon O. Voss
Gordon O. Voss
Chief Administrator

OPERATIONS & BUDGET
91-290

METROPOLITAN WASTE CONTROL COMMISSION
MEARS PARK CENTRE, 230 EAST FIFTH STREET, ST. PAUL, MN 55101
(612)222-8423

TYPE: CONTINUING OPERATIONS

SUMMARY: The purpose of Resolution 91-290 is to authorize the Chair and Chief Administrator to enter into an agreement with the City of Crystal to reconvey a portion of Interceptor 1-CL-455 to the City of Crystal for the amount of \$61,104. The proposed Reconveyance Agreement is attached to the resolution.

RECOMMENDATION:

It is recommended that the Chair and Chief Administrator be authorized to enter into a Reconveyance Agreement with the City of Crystal, in substantially the form attached to the Resolution, to reconvey a portion of Interceptor 1-CL-455 to the City of Crystal for the amount of \$61,104.

DISCUSSION:

Background: Policy I-6A of the Metropolitan Council's Water Resources Management Plan adopted in 1988 provides as follows:

Interceptors that no longer have a role in providing metropolitan-level sanitary sewer services should be removed from the metropolitan system and either capped and abandoned or reconveyed to local units of government with fair compensation made to the Metropolitan Waste Control Commission. All facilities that are reconveyed to local units of government should be fully functional.

Pursuant to this policy, Engineering/Construction Division staff have determined that a portion of Interceptor 1-CL-455 in the City of Crystal is no longer necessary for the provision of metropolitan-level sanitary sewer services and have further determined that that portion should be conveyed to the City of Crystal.

In February 1989, the Commission passed Resolution No. 89-29 which established that interceptors no longer needed by the Commission be reconveyed to the appropriate local unit of government for fair compensation and that fair compensation will be determined as follows:

1. The original acquisition cost of that portion of the interceptor to be reconveyed is determined. If the facility was constructed by the Commission, then the original construction cost would be used.
2. The present value of the interceptor based on the capacity needs of the downstream community in proportion to the design capacity of the interceptor is then calculated.
3. Fair compensation for the interceptor would be the present value less any remaining liabilities (debt service or current value) still owed to the community. This compensation for those interceptors acquired from the local unit of government would be paid to the Commission as either a cash payment or financed by the Commission at 4% for a period not exceeding 30 years. For those interceptors that were constructed by the Commission the BBI on the effective date of the transfer will be used in lieu of the 4% rate.
4. The facility would be reconveyed in its present condition (as is) and the cost for any repairs would be the responsibility of the local unit of government.

Subsequent to passage of the above Resolution, "present value" was mutually defined by staff and commission reconveyance committee members to be construction cost depreciated by date of reconveyance.

Current Status: Pursuant to the above policy, Engineering/Construction staff have determined that the fair compensation by the City of Crystal for the reconveyance of the portion of Interceptor 1-CL-455 is \$61,104 based on the following calculations:

1. The current value of the interceptor in 1970 when the Commission acquired the interceptor from Crystal was determined by the Commission to be \$213,075. The Commission also assumed the payment of \$68,187 in outstanding bonds issued by the City of Crystal. The original cost of the interceptor to the Commission was then the total of these two values or \$281,262.
2. Staff then depreciated the value of the interceptor over an 80 year life, as established by the Minnesota law. This interceptor was constructed in 1956 and it is proposed that the reconveyance be made effective on January 1, 1992. Thus staff depreciated the interceptor by 45% of its original value for a value of \$154,694. Since the interceptor was sized to provide sanitary sewer service to the City of Osseo as well as Crystal, staff determined that the city of Crystal needed only 39.5% of the available capacity within the interceptor. Thus, the value to Crystal was further reduced to 39.5% of this value or \$61,104.
3. Commission policy allows the city to either make a cash payment or be financed through the Commission at a 4% interest rate for up to 30 years.

The draft agreement attached to the business item contains three alternative schedules: (a) cash payment of \$61,104.13 to be paid at time of execution of the agreement, (b) payment schedule for payments over 30 years at 4% interest, (c) payment schedule through year 2000, which is the year in which the City's current value credit for conveyance of the interceptor to the Commission would run out.

Prior to execution of the contract by the City, the City would select one of the alternative payment plans which would become an exhibit to the agreement.

Engineering/Construction staff has also determined that a portion of Interceptor 1-CL-455 to be conveyed to the City of Crystal is

not fully functional as is required by Metropolitan Council policy stated above and has recommended that the portion of the interceptor not fully functional be repaired by the Commission prior to the reconveyance. Funds for the repairs will be taken from the current operating budget.

ISSUES/OPTIONS/ALTERNATIVES:

If the Commission does not reconvey portions of the interceptor no longer necessary to the metropolitan system to the City of Crystal for a fair value, its two main alternatives are to either abandon the pipe or continue to operate and maintain a pipe it does not use. Since the pipe will form an important component of the City of Crystal's wastewater collection system, there is no reason to abandon the pipe and leave it unused. The second alternative, i.e., operation of a pipe by the Commission which it neither needs or uses, raised major legal and insurance issues.

The reconveyance to Crystal of the portions of the interceptor not needed by the Commission is the best alternative.

Submitted by:


Mark D. Thompson
General Counsel

Reviewed by:

Gordon O. Voss
Chief Administrator

JKM:am

RECONVEYANCE AGREEMENT

DRAFT

THIS AGREEMENT, Made and entered into by and between the Metropolitan Waste Control Commission (hereinafter called the Commission), and the City of Crystal (hereinafter called Municipality);

WITNESSETH THAT, In the joint and mutual exercise of their powers and in consideration of the mutual covenants herein contained, the parties hereto, recite and agree as follows:

Section 1. Commission and Council Action. The Commission, by its Resolution No. 91-290, determined to reconvey the ownership of a portion of the Interceptor described in Section 2 hereof which is owned and operated by the Commission, and directed that all of its right, title, and interest in and to such portion of the interceptor should be transferred to the Municipality as of the date listed in Section 2 hereof. The Metropolitan Council, by its Resolution No. 88-53 dated September 8, 1988, has approved the reconveyance to local units of government of interceptors which no longer have a role in providing metropolitan-level sanitary sewer service.

Section 2. Transfer of Interceptors.

The Commission will transfer to the Municipality, by quit claim deed or other appropriate instruments of conveyance, effective as of January 1, 1992, in form satisfactory to the Municipality, all of its right, title, and interest in and to the portion of Interceptor No. 1-LC-421 described in Exhibit A, which is attached hereto, and any permits, licenses, easements and

other property rights which it has and which are necessary for the location, operation and repair of such interceptors.

NOTE: It is the intent of the parties of this Agreement to have conveyed the portion of the interceptor described in Exhibit A on January 1, 1992. The Commission will deliver to the Municipality a quit claim deed and bill of sale for the portion of the interceptor and property interests described in Exhibit A concurrently with its delivery to the Municipality of this Agreement executed by the Commission. [The Municipality has received the credits to which it is entitled under Exhibit B as if the actual conveyance took place on January 1, 1992.]

Section 3. The Commission will convey and Municipality agrees to accept the portion of the interceptor described in Exhibit A in "as is" condition, i.e., the condition the interceptors are in as of the date of the deed or other instrument reconveying the portion of the interceptor. All costs for repairs to the portion of the interceptor described in Exhibit A will be the responsibility of and borne by the City of Crystal. Notwithstanding the previous sentence the Commission agrees to repair and restore to functional condition that portion of the interceptor hereby conveyed to the City of Crystal described as follows: 75 feet of the portion of the interceptor conveyed under this agreement just upstream of Lift Station L-30. The cost of repair and restoration to functional condition of the portion of the interceptor described in the previous sentence shall be borne by the Commission.

Section 4. Financing of Capital Costs.

MUNICIPALITY'S OBLIGATION.

Alternative Language 1. On the date of the delivery of the deed and bill of sale to the Municipality for the portion of the interceptor described in Exhibit A, the Municipality will pay the Commission for the portion of the interceptor described in Exhibit A the amount of Sixty one thousand one hundred four and 00/100 Dollars (\$61,104.00).

Alternative Language 2. On January 1, 1992 the Municipality will acquire the portion of the portion interceptor described in Exhibit A from the Commission for the price of Sixty-one thousand one hundred four and 00/100 Dollars (\$61,104.00).

The Municipality will pay the above amount in equal annual installments over a period of 30 years at 4% interest in accordance with the Schedule attached hereto and made a part hereof as Exhibit B.

In accordance with the Schedule attached as Exhibit B, the payment made by the Municipality in years 1992 through 2000 will be in the form of a reduction by the Commission of the Municipality's Current Value Credit (as reflected in the Commission's annual statement of sewer service charges) owed by the Commission to the Municipality by the amounts shown in Exhibit B Column B. This reduction reflects both principal and interest payments. In the years 2001 through 2021 the Municipality will pay the Commission the appropriate amount due as shown in Exhibit B Columns B and C.

The Current Value Credit Schedule as shown in Exhibit B, Column C reflects the outstanding payments owed to/by the Municipality based on the reconveyance described in Exhibit A.

Alternative Language 3. On January 1, 1992 the Municipality will acquire the portion of the portion interceptor described in Exhibit A from the Commission for the price of Sixty-one thousand one hundred four and 00/100 Dollars (\$61,104.00).

The Municipality will pay the above amount in equal annual installments over a period of 9 years at 4% interest in accordance with the Schedule attached hereto and made a part hereof as Exhibit B.

In accordance with the Schedule attached as Exhibit B, the payment made by the Municipality in years 1992 through 2000 will be in the form of a reduction by the Commission of the Municipality's Current Value Credit (as reflected in the Commission's annual statement of sewer service charges) owed by the Commission to the Municipality by the amounts shown in Exhibit B Column B. This reduction reflects both principal and interest payments.

The Current Value Credit Schedule as shown in Exhibit B, Column C reflects the outstanding payments owed to/by the Municipality based on the reconveyance described in Exhibit A.

Section 5. This Agreement is effective as of January 1, 1992.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this _____ day of _____, 19____.

APPROVED AS TO FORM

METROPOLITAN WASTE CONTROL COMMISSION

By _____
Its _____ Chairperson

By _____
Its _____ Chief Administrator

APPROVED AS TO FORM:

CITY OF CRYSTAL

By _____
Its _____ Mayor

By _____
Its _____ Clerk

By _____
Its _____ Director of Public Works

By _____
Its _____ Director of Finance and
Management Services

EXHIBIT A

A portion of the Commission's Interceptor 1-LC-421 which portion is described as follows:

From the connection of the Commission's Interceptor near Centerville Road eastwardly to the Commission's Interceptor 1-LC-420 located on Keller Parkway.

Exhibit B

CRYSTAL RECONVEYANCE

PAYMENT AT 4% OVER 30 YEARS

3,534 PER YEAR

A CVC SCHEDULE AS OF 12/31/91 A	B RECONVEY OPTION OVER 30 YEARS B	C NEW CVC SCHEDULE C
1992	(42,343)	3,534
1993	(42,343)	(38,809)
1994	(42,343)	(38,809)
1995	(42,343)	(38,809)
1996	(42,343)	(38,809)
1997	(42,343)	(38,809)
1998	(42,343)	(38,809)
1999	(42,343)	(38,809)
2000	(42,343)	(38,809)
2001	3,534	3,534
2002	3,534	3,534
2003	3,534	3,534
2004	3,534	3,534
2005	3,534	3,534
2006	3,534	3,534
2007	3,534	3,534
2008	3,534	3,534
2009	3,534	3,534
2010	3,534	3,534
2011	3,534	3,534
2012	3,534	3,534
2012	3,534	3,534
2013	3,534	3,534
2014	3,534	3,534
2015	3,534	3,534
2016	3,534	3,534
2017	3,534	3,534
2018	3,534	3,534
2019	3,534	3,534
2020	3,534	3,534
2021	3,534	3,534

CREDIT = MWCC OWES COMMUNITY
DEBIT = COMMUNITY OWES MWCC

CRYSTAL RECONVEYANCE

236 PER YEAR

[illegible]

MEMORANDUM

TO: Mayor and City Council

FROM: Jessie Hart, Assistant Finance Director *JCH*

DATE: December 10, 1991

SUBJECT: 1991 Transfers

Attached is "A Resolution Transferring Funds" which is presented each year at this time. Approval of this resolution gives the authority to make fund transfers for such things as annual administrative overhead and costs associated with assessable projects.

It is recommended that the attached resolution be approved by the City Council.

RESOLUTION 91 -

A RESOLUTION TRANSFERRING FUNDS

BE IT RESOLVED that the City Treasurer be authorized and directed to make the following fund transfers:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Water Fund	General Fund	\$ 55,000.00
Sewer Fund	General Fund	55,000.00
Street Lighting Fund	General Fund	5,500.00
Sealcoat 91-1	General Fund	69,931.74
Sealcoat 91-1	Equipment Reserve	36,495.20
Infrastructure Fund	Sealcoat 90-1	54,908.71
General Fund	Sealcoat 90-1	1,195.20
PIR Part A	Infrastructure	164,723.45

By roll call and voting aye:

Motion Carried, resloution declared passed

Mayor

ATTEST:

City Clerk

Adopted by the Crystal City Council December 18, 1991.

CITY OF CRYSTAL
FUND TRANSFERS

COUNCIL APPROVAL DATE 12-18-91

TRANSFER FROM CODE	TRANSFER TO CODE	EXPLANATION	AMOUNT
<u>Water Department</u>	<u>General Fund</u>	<u>Administrative Overhead - 1991</u>	<u>\$ 55,000.00</u>
<u>81-4990-000-23</u>	<u>01-3590</u>		
<u>Sewer Department</u>	<u>General Fund</u>	<u>Administrative Overhead - 1991</u>	<u>55,000.00</u>
<u>81-4990-000-24</u>	<u>01-3590</u>		
<u>Street Lighting Fund</u>	<u>General Fund</u>	<u>Administrative Overhead - 1991</u>	<u>5,500.00</u>
<u>82-4990-000-32</u>	<u>01-3590</u>		
<u>Infrastructure</u>	<u>Sealcoating</u>	<u>Sidewalk/Curb Replacement 1991 -</u>	<u>14,774.30</u>
<u>78-4530-524-32</u>	<u>47-4530-524-32</u>	<u>Funded through Infrastructure</u>	
<u>Sealcoating</u>	<u>General Fund</u>	<u>Engr, Legal & Clerical Fees -</u>	<u>14,454.71</u>
<u>47-4310-525-32</u>	<u>01-3513</u>	<u>Sealcoat 91-1</u>	
<u>Sealcoating</u>	<u>General Fund</u>	<u>City Labor - Sealcoat 91-1</u>	<u>55,477.03</u>
<u>47-4100-525-32</u>	<u>01-3513</u>		
<u>Sealcoating</u>	<u>Equipment Reserve</u>	<u>City Equipment - Sealcoat 91-1</u>	<u>36,495.20</u>
<u>47-4393-525-32</u>	<u>72-3590</u>		
<u>Infrastructure</u>	<u>Sealcoating</u>	<u>City Share - Labor, Mat'l & Equip -</u>	<u>40,134.41</u>
<u>78-4990-525-32</u>	<u>47-3590-525</u>	<u>Sealcoat 91-1</u>	
<u>General - Park</u>	<u>Sealcoating</u>	<u>Park Frontage - Sealcoat 91-1</u>	<u>1,195.20</u>
<u>01-4384-000-21</u>	<u>47-4530-525-32</u>		
<u>PIR - Part A</u>	<u>Sealcoating</u>	<u>Sealcoat 91-1 - Assessed Amount</u>	<u>157,188.98</u>
<u>49-4990-525-32</u>	<u>47-3590-525</u>		
<u>PIR - Part A</u>	<u>Sealcoating</u>	<u>Alley Reconstruction - Assessed Amount</u>	<u>7,534.47</u>
<u>49-4990-526-32</u>	<u>47-3590-526</u>		

HOLMES & GRAVEN

CHARTERED

470 Pillsbury Center, Minneapolis, Minnesota 55402

DAVID J. KENNEDY

Attorney at Law

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Direct Dial (612) 337-9232

November 27, 1991


Jerry Dulgar
City Manager
City of Crystal
4141 Douglas Drive North
Crystal, MN 55422

Dear Jerry:

Enclosed find the text of a suggested resolution on fee waivers,
together with a copy of my letter of September 12.

Let me know if you have any suggestions.

Yours truly,



David J. Kennedy

DJK:jes

Enclosures

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DAVID J. KENNEDY

Attorney at Law

Direct Dial (612) 337-9232

September 12, 1991

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

RE: Waiving Fees

Dear Jerry:

The council has asked you and me to examine the city's practice with regard to waiving fees for various licenses and permits. Attached is Darlene's memo of July 12 listing provisions in the city code on the matter and stating that the city has generally in the past (but not this year) waived various fees in connection with Frolics and other events sponsored by non-profit organizations. Councilmember Joslyn's point, I think, is that if city fees are to be waived, the waiver should be governed by a statement of policy, either by ordinance or resolution, setting out some standards and criteria on the matter. I tend to agree with him.

A practice of granting waivers without standards is suspect for three reasons: first, unless all fees are waived, someone will be discriminated against without any rational, articulated grounds for the discrimination. All laws and council actions are discriminatory in that they affect different classes of persons in varying ways. If the differing treatment is based on some rational principal of government it is valid; but if it is not so based the constitutional principles of equal protection are violated. Second, since the lost revenue from the waived fees must be picked up by others the recipient of the waiver is in fact the recipient of public funds, and the donation of public funds must be for a public purpose and clearly authorized by charter or statute. Third, while the "all powers" grant in the city charter permits the city to do whatever the legislature could authorize it to do, it is far from clear that that grant without more (e.g., an ordinance) is adequate charter authority to justify the practice of fee waivers.

I think that all of these potential objections to the practice could be removed by an ordinance governing the practice and setting out some basic standards (or providing for their embodiment in a council resolution).

Under the above analysis I think the first three ordinance provisions cited in Darlene's memo are adequate to legitimize not charging the fee. There are in fact exemption rather than waivers, and the reasons for the exemption seem self-evident from the ordinance provisions themselves. There are similar exemptions for certain types of transient merchants, subsection 1160.17, and no fee is charged for a special permit for

Mr. Jerry Dulgar
September 12, 1991
Page 2

wine and beer at social events in parks, subsection 815.13. (This is not to say, however, that the underlying reasons for the exemptions should not be revisited.) But subsection 1200.41, permitting waivers for temporary on-sale liquor licenses, contains no standards, and granting a waiver in one case but not another would clearly be suspect.

Similarly, the past practice of waiving fees for civic and church groups has been conducted without any clear rationale by the council. And the council's decision to not waive this year only compounds the problem.

As an approach to the issue let me suggest the following language for inclusion in the city code (probably in Chapter X, dealing with licensing and permit procedures.):

1000. Fees: Waiver in certain cases.

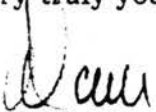
Subd. 1. The council finds and determines that it is in the public interest that the imposition of license and permit fees be waived in cases where the general health and welfare of the citizens will be served thereby.

Subd. 2. The Council must adopt and amend from time to time a resolution setting forth the conditions and standards it will apply in considering requests for the waiving of fees authorized by this subsection. The standards and conditions of the resolution must address as a minimum (i) the nature and purpose of the organization requesting the waiver; (ii) the effect of the waiver on the revenues of the city; (iii) the relative burden of payment of the fee on the applicant; and (iv) the public purpose to be served by the waiver.

Subd. 3. The Council may not waive a license or permit fee unless the resolution required by this subsection is in effect."

The content of such a resolution will take some further thought, analysis and input from the council and perhaps the various groups affected.

Very truly yours,


David J. Kennedy
DJK:jes

Memorandum

DATE: December 12, 1991
TO: Jerry Dulgar, City Manager
FROM: Darlene George, City Clerk *Darlene*
SUBJECT: Change in Council Terms and Election Years

I have put together some information which may be of help to the City Council when considering the ordinance amendment necessary to achieve the change in Council terms and election years requested by Mayor Herbes.

Attached are charts showing current expiration dates of Councilmember terms, elections to be held from 1992 through the year 2000, and estimated costs for a local election only.

From years 1992 to 2000 (8 years) there are two years (1995 and 1997) when there is a local election only. An estimate of costs for a single election is \$16,000 or \$32,000 for the two years. This averages out to a cost savings of approximately \$4,000 per year. Costs incurred by the City during a Presidential and Gubernatorial year are greater because there is usually a primary and a general election, plus the volume factor. The figures per year for local elections are based on a general election only which has been the trend since 1979.

You will note that every sixth year (1993, 1999) there is no election. Of course, in any given year, there is always a possibility of a special election.

If you have questions or feel further information would be helpful, please contact me.

DG/js

Current Expiration Dates of Councilmember Terms

Mayor	1994	-	1997	-	2000
Section I	1994	-	1997	-	2000
Ward 1	1992	-	1995	-	1998
Ward 2	1992	-	1995	-	1998
Section II	1992	-	1995	-	1998
Ward 3	1994	-	1997	-	2000
Ward 4	1994	-	1997	-	2000

+++++

Elections To Be Held 1992 - 2000

1992 - Local and Presidential
1993 - No local
1994 - Local and Gubernatorial
*1995 - Local only
1996 - No local - Presidential
*1997 - Local only
1998 - Local and Gubernatorial
1999 - No local
2000 - Local and Presidential

Estimated Costs for Local Election Only

Personal Services:	\$ 5,500
Office Supplies:	350
Printed forms (Ballots)	3,000
Misc. Operating Supplies	100
Postage	1,000
Use of personal auto (if City vehicle is not available)	75
Legal notices	150
General notices and public info	50
Maintenance contract	3,500
Meeting expense	25
Misc. Capital Outlay	<u>1,000</u>
	\$14,750
Plus 150% increase on postage if voting absentee can be done with no reason	<u>\$ 1,500</u>
TOTAL	<u>\$16,250</u>

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Direct Dial (612) 337-9232

December 11, 1991

Jerry Dulgar
City Manager
City of Crystal
4141 Douglas Drive North
Crystal, MN 55422

RE: Municipal Election

Dear Jerry:

Enclosed find a draft ordinance for first reading amending the City Charter to provide for even-year municipal elections.

I have left the most difficult part blank, that is, the terms of the mayor and councilmembers. I think it will be necessary to extend some terms (and perhaps shorten some of the new terms) to get on a new schedule. The council will probably want to look at that closely.

The ordinance would be adopted under Minnesota Statutes, Section 410.12, subdivision 4, which authorizes the city council to propose charter amendments by ordinance. The ordinance is adopted in the usual way (two readings, publication, etc.), then submitted to the charter commission. The commission has 60 days to review it (the commission may extend the review time by an additional 90 days). If the commission approves, the ordinance is submitted to the voters. The commission may propose a substitute and the council may accept the substitute and submit it or its original proposal in its discretion. If the commission's report is within six months of the next general election, the proposal must be submitted at that election, but a special election may be called at any time. A 51% voter majority is required for approval.

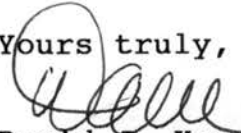
Timing is an issue. Unless the proposal is approved by the voters at a special election prior to the November 1992 (and prior to the time for filing affidavits of candidacy), the new system of approval would not go into effect until the 1994 election.

By the way, there is another procedure to do the same thing for odd-numbered years in Minnesota Statutes, Section 205.20, where no

Jerry Dulgar
December 11, 1991
Page 2

charter commission action is required and the ordinance is subject only to reverse referendum on a 5% voter petition. The council's direction, however, was for an even-numbered year system.

Yours truly,



David J. Kennedy
DJK:jes

Enclosure

ORDINANCE NO. _____

AN ORDINANCE RELATING TO CITY GOVERNMENT;
ELECTIONS; AMENDING CITY CHARTER SECTION 2.03,
SUBDIVISION 6 AND SECTION 2.03 BY ADDING A
SUBDIVISION; REPEALING CITY CHARTER SECTION
2.03, SUBDIVISION 5

THE CITY OF CRYSTAL ORDAINS:

Section 2.03, Subdivision 6, is amended to read:

Subd. 6. The terms of office of the mayor and councilmembers in office on June 1, 1989 continue in accordance with the transitional schedule set forth in Section 2.04 of the charter as originally adopted on August 23, 1960. Commencing with the municipal election in 19____, and subject to subdivision 7, the mayor and councilmembers are elected for four-year terms and serve until their successors are elected and qualified for office.

Sec. 2. Crystal City Charter, Section 2.03, is amended by adding a new subdivision to read:

Subd. 7. In order to provide for an orderly transition from three-year terms to four-year terms for the mayor and councilmembers in accordance with Ordinance No. _____, the terms of the mayor and councilmembers in office immediately after the general municipal election held in 1992 and the terms of councilmembers elected at that election are as follows:

<u>Office</u>	<u>Term Begins</u>	<u>Term Expires</u>
Mayor	January 1, 19____	December 31, 19____
First Ward	January 1, 19____	December 31, 19____
Second Ward	January 1, 19____	December 31, 19____
Section One	January 1, 19____	December 31, 19____
Third Ward	January 1, 19____	December 31, 19____
Fourth Ward	January 1, 19____	December 31, 19____
Section Two	January 1, 19____	December 31, 19____

Sec. 3. Crystal City Charter, Section 4.02, is amended to read:

Section 4.02. Regular City Elections. A regular city election is held on the first Tuesday after the first Monday

~~election is to be held.~~ The election is held at the place or places designated by resolution of the city council. At least 15 days' notice of the election must be given by the city clerk. The notice must state the time and places of holding the election, the officers to be elected, and the questions, if any, to be voted on. The notice must be posted in at least one public place in the ward or wards where the election is held. The notice must be published at least once in the official newspaper of the city. Failure to give notice of the election does not invalidate the election.

Sec. 4. Crystal City Charter, Section 2.03, Subdivision 5, is repealed.

Sec. 5. This ordinance is effective upon its approval by the voters of the city in accordance with Minnesota Statutes, Section 410.12, Subdivision 4.

DJK Draft
12/11/91

ORDINANCE NO. _____

AN ORDINANCE RELATING TO CITY GOVERNMENT;
ELECTIONS; AMENDING CITY CHARTER SECTION 2.03,
SUBDIVISION 6 AND SECTION 2.03 BY ADDING A
SUBDIVISION; REPEALING CITY CHARTER SECTION
2.03, SUBDIVISION 5

THE CITY OF CRYSTAL ORDAINS:

Section 2.03, Subdivision 6, is amended to read:

Subd. 6. The terms of office of the mayor and councilmembers in office on June 1, 1989 continue in accordance with the transitional schedule set forth in Section 2.04 of the charter as originally adopted on August 23, 1960. Commencing with the municipal election in 19 , and subject to subdivision 7, the mayor and councilmembers are elected for four-year terms and serve until their successors are elected and qualified for office.

Sec. 2. Crystal City Charter, Section 2.03, is amended by adding a new subdivision to read:

Subd. 7. In order to provide for an orderly transition from three-year terms to four-year terms for the mayor and councilmembers in accordance with Ordinance No. , the terms of the mayor and councilmembers in office immediately after the general municipal election held in 1992 and the terms of councilmembers elected at that election are as follows:

<u>Office</u>	<u>Term Begins</u>	<u>Term Expires</u>
Mayor	January 1, 19	December 31, 19
First Ward	January 1, 19	December 31, 19
Second Ward	January 1, 19	December 31, 19
Section One	January 1, 19	December 31, 19
Third Ward	January 1, 19	December 31, 19
Fourth Ward	January 1, 19	December 31, 19
Section Two	January 1, 19	December 31, 19

Sec. 3. Crystal City Charter, Section 4.02, is amended to read:

Section 4.02. Regular City Elections. A regular city election is held on the first Tuesday after the first Monday

in November of ~~each even-numbered year. the year in which an election is to be held.~~ The election is held at the place or places designated by resolution of the city council. At least 15 days' notice of the election must be given by the city clerk. The notice must state the time and places of holding the election, the officers to be elected, and the questions, if any, to be voted on. The notice must be posted in at least one public place in the ward or wards where the election is held. The notice must be published at least once in the official newspaper of the city. Failure to give notice of the election does not invalidate the election.

Sec. 4. Crystal City Charter, Section 2.03, Subdivision 5, is repealed.

Sec. 5. This ordinance is effective upon its approval by the voters of the city in accordance with Minnesota Statutes, Section 410.12, Subdivision 4.

HOLMES & GRAVEN

CHARTERED

470 Pillsbury Center, Minneapolis, Minnesota 55402

Telephone (612) 337-9300

Facsimile (612) 337-9310

DAVID J. KENNEDY

Attorney at Law

Direct Dial (612) 337-9232

December 11, 1991

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

RE: Municipal Election

Dear Jerry:

Enclosed find a draft ordinance for first reading amending the City Charter to provide for even-year municipal elections.

I have left the most difficult part blank, that is, the terms of the mayor and councilmembers. I think it will be necessary to extend some terms (and perhaps shorten some of the new terms) to get on a new schedule. The council will probably want to look at that closely.

The ordinance would be adopted under Minnesota Statutes, Section 410.12, subdivision 4, which authorizes the city council to propose charter amendments by ordinance. The ordinance is adopted in the usual way (two readings, publication, etc.), then submitted to the charter commission. The commission has 60 days to review it (the commission may extend the review time by an additional 90 days). If the commission approves, the ordinance is submitted to the voters. The commission may propose a substitute and the council may accept the substitute and submit it or its original proposal in its discretion. If the commission's report is within six months of the next general election, the proposal must be submitted at that election, but a special election may be called at any time. A 51% voter majority is required for approval.

Timing is an issue. Unless the proposal is approved by the voters at a special election prior to the November 1992 (and prior to the time for filing affidavits of candidacy), the new system of approval would not go into effect until the 1994 election.

By the way, there is another procedure to do the same thing for odd-numbered years in Minnesota Statutes, Section 205.20, where no

Jerry Dulgar
December 11, 1991
Page 2

charter commission action is required and the ordinance is subject only to reverse referendum on a 5% voter petition. The council's direction, however, was for an even-numbered year system.

Yours truly,



David J. Kennedy
DJK:jes

Enclosure

DJK Draft
12/11/91

ORDINANCE NO. _____

AN ORDINANCE RELATING TO CITY GOVERNMENT;
ELECTIONS; AMENDING CITY CHARTER SECTION 2.03,
SUBDIVISION 6 AND SECTION 2.03 BY ADDING A
SUBDIVISION; REPEALING CITY CHARTER SECTION
2.03, SUBDIVISION 5

THE CITY OF CRYSTAL ORDAINS:

Section 2.03, Subdivision 6, is amended to read:

Subd. 6. The terms of office of the mayor and councilmembers in office on June 1, 1989 continue in accordance with the transitional schedule set forth in Section 2.04 of the charter as originally adopted on August 23, 1960. Commencing with the municipal election in 19 , and subject to subdivision 7, the mayor and councilmembers are elected for four-year terms and serve until their successors are elected and qualified for office.

Sec. 2. Crystal City Charter, Section 2.03, is amended by adding a new subdivision to read:

Subd. 7. In order to provide for an orderly transition from three-year terms to four-year terms for the mayor and councilmembers in accordance with Ordinance No. , the terms of the mayor and councilmembers in office immediately after the general municipal election held in 1992 and the terms of councilmembers elected at that election are as follows:

<u>Office</u>	<u>Term Begins</u>	<u>Term Expires</u>
Mayor	January 1, 19	December 31, 19
First Ward	January 1, 19	December 31, 19
Second Ward	January 1, 19	December 31, 19
Section One	January 1, 19	December 31, 19
Third Ward	January 1, 19	December 31, 19
Fourth Ward	January 1, 19	December 31, 19
Section Two	January 1, 19	December 31, 19

Sec. 3. Crystal City Charter, Section 4.02, is amended to read:

Section 4.02. Regular City Elections. A regular city election is held on the first Tuesday after the first Monday

in November of each even-numbered year. ~~the year in which an election is to be held.~~ The election is held at the place or places designated by resolution of the city council. At least 15 days' notice of the election must be given by the city clerk. The notice must state the time and places of holding the election, the officers to be elected, and the questions, if any, to be voted on. The notice must be posted in at least one public place in the ward or wards where the election is held. The notice must be published at least once in the official newspaper of the city. Failure to give notice of the election does not invalidate the election.

Sec. 4. Crystal City Charter, Section 2.03, Subdivision 5, is repealed.

Sec. 5. This ordinance is effective upon its approval by the voters of the city in accordance with Minnesota Statutes, Section 410.12, Subdivision 4.



**National
League
of
Cities**

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Officers

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Mayor, New Orleans, Louisiana

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Commissioner, Orlando, Florida

Second Vice President
Donald M. Fraser
Mayor, Minneapolis, Minnesota

Immediate Past President
Bob Bolen
Mayor, Fort Worth, Texas

Executive Director
Donald J. Borut

November 18, 1991

Dear Mayor:

I am writing to ask you to join me in a campaign to reorder federal budget priorities and redefine national security.

Today we have a new world order, but a federal government held hostage to a now obsolete budget agreement. Without a change in Washington, federal budget priorities will lock out any reinvestment in cities or towns for at least two more years. To change priorities will require not only our best efforts with the Congress, but also our best efforts to reach out to our own constituents and taxpayers.

During the last few months the world as we have known it for the last half century has changed beyond comprehension. President Bush's courageous and unilateral nuclear arms reduction pronouncement signalled the end of the Cold War. The Warsaw Pact forces which so threatened Western democracies have ceased to exist.

Yet the budget summit agreement set by the president and Congress nearly a year before these momentous events locks in a level of defense spending at nearly \$300 billion a year versus domestic spending at \$200 billion per year. It prohibits any cuts in defense spending to meet the greatest priorities and needs in our own communities. It puts every city and town program in a shark tank - no program to help cities can grow except at the expense of another.

Nearly one year ago our Board of Directors - Independents, Republicans, and Democrats - voted unanimously to recommend cutting current defense spending by 30 percent between now and 1996 to no more than \$200 billion annually.

We voted that 60 percent of those savings must be used to reduce the federal deficit and national debt; 40 percent must be reinvested in America for economic conversion and adjustment.

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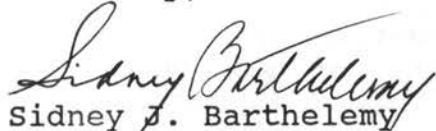
This decade of disinvestment in cities and towns has resulted in a majority of cities cutting back on vital services and public infrastructure. States and local governments are cutting funding for education. And states and local governments are raising taxes, fees, and revenues to balance local budgets.

Restoring cutbacks in schools, public libraries, transportation, job training, drug intervention, and health care is vital to economic recovery and to increased productivity.

Whether it is requiring cities and towns to obtain federal stormwater permits at up to \$2 billion a city - or a "local tax on rain" as one city official called it - or mandatory federally set retirement benefits projected to cost local governments \$10 billion over the next four years; we have seen a steady increase in the amount of local taxes we are required to raise - not to meet what our taxpayers and constituents want, but to comply with what the federal government requires.

I believe we can reinvent cities and towns. I have pride and faith in what we can do. But doing it will require change. And that will require all of us to make the federal government change. I have enclosed a package of resources to assist you in organizing a grass roots campaign in your community on this important issue. Please join me in making that happen for all of us.

Sincerely,



Sidney J. Barthelemy
President
Mayor of New Orleans

Enclosures

REOPENING THE FEDERAL BUDGET DEBATE

An Action Plan

OVERVIEW

Changes in the international political situation have refocused attention on domestic priorities and how our nation spends its limited financial resources. During the coming months, Congress and the White House will review the budget agreement that was adopted in 1990 and decide whether and how to reorder our federal spending priorities.

NLC supports changing the budget agreement to permit reduction of defense spending and reallocation of defense cuts to reduce the federal deficit and increase domestic spending.

Local officials throughout the country must join together to speak with one loud voice about spending priorities.

NLC'S POSITION

NLC supports cutting defense spending from its current level of nearly \$300 billion annually to no more than \$200 billion by 1996. Sixty (60) percent of the cut should be used to reduce the national debt and 40 percent to convert the economy from wartime to peace time.

The structure of the 1990 federal budget agreement makes this shift impossible. The agreement established strict spending limits and divided federal spending into three major categories. The following sections highlight the components of each category and NLC's positions on how to restructure the agreement.

Category 1: Discretionary Spending

Total spending for discretionary programs is capped. Any increases in spending would trigger across-the-board cuts in all discretionary programs. Until October 1, 1993, discretionary programs are divided into three categories -- defense, domestic, and foreign aid -- which are separated by "firewalls." Under the agreement, a cut in one category -- e.g. defense -- may not be used to increase funding in another area -- e.g. domestic programs.

Action: The firewall must be removed so that savings in defense spending can be used to increase domestic spending without increasing the overall budget.

Category 2: Entitlement and Tax Expenditures

These are pay-as-you go programs. Federal spending automatically increases to keep pace with inflation and eligibility. Any change in either a federal entitlement program or any tax cut must be offset by a tax increase or entitlement spending cut.

Action: The rules of this category should stay the same.

Category 3: Off-Budget and Unaccountable

This category includes any federal spending designated as an "emergency" by the president -- the savings and loan and commercial bank bailouts, Operation Desert Storm, and emergency assistance to dozens of foreign countries. It also includes interest on the national debt. Every dollar of federal spending in this category is borrowed at the expense of the federal deficit and the national debt. There is simply no accountability.

Action: The rules of this category should be changed to match the rules placed on cities and towns -- pay-as-you-go.

WHAT YOU CAN DO

The White House and Congress need to know that you are concerned about the growing national debt which crowds out other spending options for our nation. They need to know that you oppose continued spending on the national debt, defense programs, and the savings and loan bailout at the expense of investing in the future of our cities and towns -- of our children.

They need to hear local officials speaking with one loud voice to demand specific changes in the 1990 budget agreement that will permit rational reallocation of defense cuts to reduce the deficit and support peace time domestic programs.

They need to hear our voice before budget negotiators sit down to make these difficult choices.

You can make our voice heard by:

- Personally contacting your Congressional delegation to present NLC's position.
- Organizing colleagues and constituents to send one message to Congress about the urgency of changing the budget agreement. This package includes a letter that you can distribute to colleagues, community leaders, and constituents for mailing to members of Congress.
- Informing citizens about the issues and the importance of action now to make it possible to begin to reinvest in America. This package also includes an article that can be adapted for use in local newspapers to inform others and encourage action.

Now is the time to have an impact and to protect our citizens today and to build a brighter future for our children. **Act Now.**

NLC STATEMENT ON BUDGET PRIORITIES

NLC recognizes that the recent world events have dramatically changed the course of history, permitting the United States to redefine national security from a new perspective. We believe that these changes call for a reassessment of military spending, a commitment to our future economic security, and for the setting of new priorities for America. These changes require a national plan for economic conversion and adjustment.

The United States must work with other nations to meet mutual defense and national security goals. Our nation can no longer be expected to bear the overwhelming majority of the costs to provide military defense for our allies while continuing to lose the economic war at home.

Economic conversion should redefine the federal role in securing the future of our nation's cities and towns. When reducing defense spending and closing military bases, we urge the federal government to develop an innovative strategy and to redefine its commitment to enabling America to compete with other nations in a new world order. Achievement of this goal will require a change in national security concepts, and a shift away from the development and excessive build-up of military weapons and hardware, in favor of a plan to rebuild our human and public infrastructure.

We recommend that the nation's cities take a proactive approach to ensure this economic conversion, and that the nation's municipal leaders become full partners in the process.

The NLC should assume a leadership role in converting the nation's wartime economy to a revitalized, competitive peacetime economy. We call on the President and Congress to work together with the National League of Cities to implement a comprehensive plan for converting our economy from war to peace, from deficits to strength, and from disinvestment to expanded opportunities for all Americans. Such a plan would include the following steps:

Step I:

- **Redefine National Security:** The federal government must redefine national security to confront the threats posed to our nation by illiteracy, poverty, infant mortality, lack of education, drug dependency, crumbling infrastructures, and inadequate wages. These threats are as serious to American cities and to American lives as foreign military weapons. The most serious threat to our nation is not communist military forces, but rather foreign economic competition from those countries which devote far greater resources to human and physical public reinvestment than the United States presently does. No military weapon, but instead the weapons of democracy, freedom, and economic security, destroyed the communist forces of Eastern Europe.

Step II:

- **Defense spending** should be reduced by 30% in real dollars to a level no greater than \$200 billion in budget authority and outlays in 1996. 60% of those savings must be dedicated to reducing the federal debt and deficit, 40% to shifting the funds to reinvestment in our own cities and towns in:
- **Retraining** for dislocated workers affected by economic conversion and cutbacks in military troop levels;

- Grants and loans to cities and towns for site specific activities in communities affected by base closings and for economic conversion;
- Grants and loans to cities to reduce fiscal disparities, using as criteria: increased unemployment rates; decreased levels of per capita income; a formula to ensure reinvestment in the most impacted communities; the percentage of local private sector employment affected or distressed commercially zoned property;
- Education;
- Funding for displaced scientists and engineers for peacetime R&D, health related research, and quality of life issues, such as: environmental solutions, AIDS research or genetic engineering; and,
- Rebuilding roads, bridges, highways, airports, and other public infrastructure investments critical to raising national productivity and stimulating commerce.

Step III:

- Military economic conversions should not be treated differently than other economic conversions. Federal economic conversion should be a broad-based conversion from an economy heavily dependent on military research and development and military prime contracting for major weapons systems to a path of economic growth and opportunity.

The federal government should provide planning assistance and notification to communities adversely affected by economic conversions or dislocations - whether from military cutbacks, foreign competition, national disasters, regional recessions, or other causes. Similarly, job training and other forms of assistance to individuals in those communities should be made available. Assistance should not come at the expense of existing domestic programs, but rather should come out of defense spending.

- When a federal defense spending cutback or defense industry dislocation involves a federally owned facility or federally owned property, the affected city should have:
 - public notice prior to any closure or significant downsizing,
 - a first right of refusal to acquire such property or facilities, and
 - special consideration for placement of other federal facilities which could positively affect the community.
- Impact Aid: Education funds currently allocated to the Department of Defense to assist communities where military installations place burdens on public school systems and universities should continue to be available to help retrain affected persons and be phased out over a period of five years.
- Youth Opportunities: The U.S. military has been a major source of specialized training and career opportunities for many of our nation's youth. Reducing military troop levels will eliminate those educational and job training opportunities for many of our nation's young people. Military funds should be converted by targeting funds for educational opportunities through job training and career development activities. Such funds should be available for a period of up to two years for program activities for each young person eligible to serve.

This statement was originally approved by NLC's Board of Directors on December 1, 1990.

November 14, 1991

Dear Citizen/Opinion Leader:

I am writing to ask you to join me in a campaign to reshape our nation's budget priorities. Dramatic changes around the world make this a compelling need. The threat of massive military conflict between superpowers has dissolved, but our federal spending priorities remain locked into topheavy, outdated allocations for defense. Economic competition now poses far greater challenge to America's future. We must redirect our national priorities to respond to this new reality.

More than a year ago, before the momentous events that signalled an end to the Cold War, the President and Congress adopted a long-term budget plan that set defense spending at nearly \$300 billion per year and allocated \$200 billion for all domestic programs. It was agreed then that no changes were permissible until 1993, but the rationale for that decision has disappeared.

The National League of Cities is calling on our national leaders to discard the obsolete 1990 budget agreement, and instead, to adopt a new plan to cut defense spending to no more than \$200 billion by 1996. I believe this is both possible and urgently needed. We can and must invest those savings in our nation's two most important priorities: cutting the federal deficit and strengthening our nation's capacity to discover the ideas, design the products and create the jobs that will assure America's future.

A new and rising united Europe currently devotes a far greater proportion of economic resources to investment in economic productivity than we do. So does Japan and other growing economic competitors on the Pacific Rim. Yet under the budget agreement of last year, our nation will be spending more defending Germany than the Germans do, more defending Norway than the Norwegians do, and more defending Japan than the Japanese do.

At the same time, we have witnessed nearly a decade of decline in real wages and incomes for most Americans. Our infrastructure is crumbling. Our education system compares poorly on any international measure. While our government has systematically disinvested in Hometown America, other nations have invested in modernizing their industries, reshaping their workforces, upgrading and expanding their transportation systems and putting new technology to work in countless other activities. They are building; we are not. This must change. Now.

The tasks before us are enormous, but so are the capabilities of the American people when we decide to take action. Please join me in this campaign to put America's future first. Write to your senators and representatives and tell them you support the National League of Cities proposal to reshape our federal priorities to invest in America's future.

PLEASE NOTE:

This is an opinion column being sent by NLC to approximately 300 daily newspapers around the country -- generally those with circulations above 50,000 and to papers in smaller communities that are state capitals.

If your community is served by such a paper, you may wish to encourage the editor to use the column and send him this copy along with a cover note from you.

If your community is served by a paper with a circulation of less than 50,000, you may either wish to offer this column with your byline, editing it to reflect any notable local situations or circumstances, or you may wish to suggest that it be considered as a contribution from Mayor Barthelemy as above, with a cover note written by you to your paper's editor.

If you have any questions about whether the column may have been sent to a paper in your community, please call Randy Arndt, NLC's media relations director, at (202) 626-3158.

A New American Security Agenda

by Sidney J. Barthelemy

Now is the time for America to put its own priorities first. We cannot afford to waste our nation's wealth and talent on outmoded policies that have lost their purpose.

For the past 50 years, our national priorities have been shaped to an enormous degree by military threats beyond our borders. Our national security is now delineated more by economic challenges, and to meet them we must focus on our nation's own needs. We must invest in America's future.

We must begin with a thorough revision of national defense needs in a dramatically changed environment. New weapons systems, foreign-based military units, obsolete concepts and the sheer size of America's armed forces must be examined, scaled back to appropriate levels, or eliminated.

Such actions can reduce annual defense expenditures from the nearly \$300 billion now being spent to an amount closer to \$200 billion. We can use those savings for investment in America.

Specifically, the National League of Cities calls for cutting back on military expenditures to achieve a total savings of at least \$200 billion by 1996. Sixty percent of the amount saved should be dedicated to deficit reduction, and 40 percent redirected to strengthen the human and physical resources so essential to our future.

The transformation from military priorities to maintaining U.S. leadership in a new world order is a compelling need. We can no longer afford to spend more defending our allies than

(more)

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Sidney J. Barthelemy is Mayor of New Orleans and President of the National League of Cities

they do defending themselves, especially when their priorities are geared instead towards their own economic security and growth.

Our nation is dangerously deficient in preparing for what's coming next. While news reports may be dominated by headlines about how the Soviet Union and Eastern Europe are grappling with conversion into a global free-market economy, we should also be paying attention to some ominous indicators about what's happening here at home.

Last month a national report on education gave a generally dismal assessment of our schools and the level of skills our children are learning. A recent report on patents revealed an alarming decline in patents granted to U.S. firms or individuals and a relentless growth in patents awarded to foreign interests, particularly to the Japanese. Those are ominous warnings about how we are preparing for the future.

The U.S. balance of trade, a broad measure of our competitive position in world markets, is again moving more deeply into deficits. The latest Census Bureau report on incomes and poverty found an additional 2 million Americans living in poverty conditions last year, along with an actual decline in overall U.S. household earnings. Those are ominous warnings about how we are doing at present.

And in the budget year just ended, the federal deficit was a record-setting \$268 billion. Over the past decade, our national debt has swollen from less than \$1 trillion to more than \$3 trillion. Those are ominous warnings about how we have done things in the past.

Our former superpower rival and the newly liberated republics may be struggling near the bottom of the economic heap, trying to gain a foothold, but these conditions here at home suggest that our own status is nothing to be too smug about. We are, in many respects, precariously close to falling -- or, in truth, to being pushed -- from our lofty perch.

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What could become a scenario for a diminishing U.S. stature is not our inevitable fate, however. The United States is still the preeminent economic power of the world. Although competition is mounting all around us, we have an unparalleled opportunity to do even better ourselves by redirecting our enormous investment in defense-related activities to other productive purposes.

Reordering America's priorities must begin with deficit reduction. Until federal deficits are effectively controlled, we are lying to ourselves about our habits and punishing future generations because of them.

Writing IOU's to cover 20 percent of the budget is an unconscionable act that poses a far greater threat than any enemy or competitor. Right now, the Treasury Department has to spend nearly \$780 million each day just paying interest charges on our massive federal debt. That's more than it costs to run the entire city of New Orleans for a year -- or Atlanta, or San Jose, or Minneapolis, or Seattle, or Memphis, or Cleveland, for that matter.

The tax cuts being proposed in various forms will not erase red ink! Absent a catastrophic emergency such as war or a depression, deficit reduction must be the highest priority of U.S. fiscal policy over the next five years.

The United States must also pursue an aggressive conversion away from a preoccupation with military challenges to one of meeting the challenges of unrelenting global economic competition. That task is not a far-fetched concept that compares apples to oranges, either.

Beating swords into plowshares can still occur in the 1990s. The technology for building aircraft carriers has important applications in building highway bridges. Research and development in communications and signal technology can propel American progress in the intense competition in computer systems and telecommunications.

(more)

The money that was spent to station U.S. troops in foreign lands can be reinvested to provide affordable housing for them and others in Hometown America. And the workforce that was paid to maintain a trigger-ready nuclear preparedness can be reallocated to build and maintain a transportation system to carry America into the 21st century.

Another portion of our savings must be reinvested in the people who have the most to contribute to our future -- our young people. They must be able to do the jobs and carry on the work of discovering, designing and developing the products, services and ideas that will define the future.

That work can begin with a guaranteed commitment to fund Head Start programs for every preschooler. It involves much more, however, and the elected officials of America's cities, towns and villages are anxious to participate in shaping a new agenda for America with our national leaders.

We are witnessing momentous events that are reshaping world history, but those events must not divert our attention away from our own need to invest in America's future.

There's a lot of work to be done. We cannot afford to postpone doing it. The time to begin is now.

#



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We have witnessed nearly a decade of decline in real wages and incomes for most Americans. Our infrastructure is crumbling. Our education system compares poorly on any international measure. And while the federal government has systematically disinvested in local government over the last decade, the federal government has not changed its promises to our citizens to provide clean air, clean water, safe drinking water, safer work places, better pensions, etc. What has changed is that the federal government has simply mandated that we be held responsible and pay for those same federal goals and objectives since it has so many other, greater spending priorities.

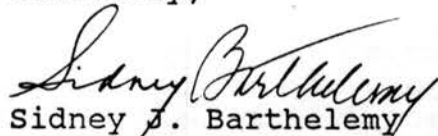
This decade of disinvestment in cities and towns has resulted in a majority of cities cutting back on vital services and public infrastructure. States and local governments are cutting funding for education. And states and local governments are raising taxes, fees, and revenues to balance local budgets.

Restoring cutbacks in schools, public libraries, transportation, job training, drug intervention, and health care is vital to economic recovery and to increased productivity.

Whether it is requiring cities and towns to obtain federal stormwater permits at up to \$2 billion a city - or a "local tax on rain" as one city official called it - or mandatory federally set retirement benefits projected to cost local governments \$10 billion over the next four years; we have seen a steady increase in the amount of local taxes we are required to raise - not to meet what our taxpayers and constituents want, but to comply with what the federal government requires.

I believe we can reinvent cities and towns. I have pride and faith in what we can do. But doing it will require change. And that will require all of us to make the federal government change. I have enclosed a package of resources to assist you in organizing a grass roots campaign in your community on this important issue. Please join me in making that happen for all of us.

Sincerely,


Sidney J. Barthelemy
President
Mayor of New Orleans

Enclosures

REOPENING THE FEDERAL BUDGET DEBATE

An Action Plan

OVERVIEW

Changes in the international political situation have refocused attention on domestic priorities and how our nation spends its limited financial resources. During the coming months, Congress and the White House will review the budget agreement that was adopted in 1990 and decide whether and how to reorder our federal spending priorities.

NLC supports changing the budget agreement to permit reduction of defense spending and reallocation of defense cuts to reduce the federal deficit and increase domestic spending.

Local officials throughout the country must join together to speak with one loud voice about spending priorities.

NLC'S POSITION

NLC supports cutting defense spending from its current level of nearly \$300 billion annually to no more than \$200 billion by 1996. Sixty (60) percent of the cut should be used to reduce the national debt and 40 percent to convert the economy from wartime to peace time.

The structure of the 1990 federal budget agreement makes this shift impossible. The agreement established strict spending limits and divided federal spending into three major categories. The following sections highlight the components of each category and NLC's positions on how to restructure the agreement.

Category 1: Discretionary Spending

Total spending for discretionary programs is capped. Any increases in spending would trigger across-the-board cuts in all discretionary programs. Until October 1, 1993, discretionary programs are divided into three categories -- defense, domestic, and foreign aid -- which are separated by "firewalls." Under the agreement, a cut in one category -- e.g. defense -- may not be used to increase funding in another area -- e.g. domestic programs.

Action: The firewall must be removed so that savings in defense spending can be used to increase domestic spending without increasing the overall budget.

Category 2: Entitlement and Tax Expenditures

These are pay-as-you go programs. Federal spending automatically increases to keep pace with inflation and eligibility. Any change in either a federal entitlement program or any tax cut must be offset by a tax increase or entitlement spending cut.

Action: The rules of this category should stay the same.

Category 3: Off-Budget and Unaccountable

This category includes any federal spending designated as an "emergency" by the president -- the savings and loan and commercial bank bailouts, Operation Desert Storm, and emergency assistance to dozens of foreign countries. It also includes interest on the national debt. Every dollar of federal spending in this category is borrowed at the expense of the federal deficit and the national debt. There is simply no accountability.

Action: The rules of this category should be changed to match the rules placed on cities and towns -- pay-as-you-go.

WHAT YOU CAN DO

The White House and Congress need to know that you are concerned about the growing national debt which crowds out other spending options for our nation. They need to know that you oppose continued spending on the national debt, defense programs, and the savings and loan bailout at the expense of investing in the future of our cities and towns -- of our children.

They need to hear local officials speaking with one loud voice to demand specific changes in the 1990 budget agreement that will permit rational reallocation of defense cuts to reduce the deficit and support peace time domestic programs.

They need to hear our voice before budget negotiators sit down to make these difficult choices.

You can make our voice heard by:

- Personally contacting your Congressional delegation to present NLC's position.
- Organizing colleagues and constituents to send one message to Congress about the urgency of changing the budget agreement. This package includes a letter that you can distribute to colleagues, community leaders, and constituents for mailing to members of Congress.
- Informing citizens about the issues and the importance of action now to make it possible to begin to reinvest in America. This package also includes an article that can be adapted for use in local newspapers to inform others and encourage action.

Now is the time to have an impact and to protect our citizens today and to build a brighter future for our children. **Act Now.**

NLC STATEMENT ON BUDGET PRIORITIES

NLC recognizes that the recent world events have dramatically changed the course of history, permitting the United States to redefine national security from a new perspective. We believe that these changes call for a reassessment of military spending, a commitment to our future economic security, and for the setting of new priorities for America. These changes require a national plan for economic conversion and adjustment.

The United States must work with other nations to meet mutual defense and national security goals. Our nation can no longer be expected to bear the overwhelming majority of the costs to provide military defense for our allies while continuing to lose the economic war at home.

Economic conversion should redefine the federal role in securing the future of our nation's cities and towns. When reducing defense spending and closing military bases, we urge the federal government to develop an innovative strategy and to redefine its commitment to enabling America to compete with other nations in a new world order. Achievement of this goal will require a change in national security concepts, and a shift away from the development and excessive build-up of military weapons and hardware, in favor of a plan to rebuild our human and public infrastructure.

We recommend that the nation's cities take a proactive approach to ensure this economic conversion, and that the nation's municipal leaders become full partners in the process.

The NLC should assume a leadership role in converting the nation's wartime economy to a revitalized, competitive peacetime economy. We call on the President and Congress to work together with the National League of Cities to implement a comprehensive plan for converting our economy from war to peace, from deficits to strength, and from disinvestment to expanded opportunities for all Americans. Such a plan would include the following steps:

Step I:

- **Redefine National Security:** The federal government must redefine national security to confront the threats posed to our nation by illiteracy, poverty, infant mortality, lack of education, drug dependency, crumbling infrastructures, and inadequate wages. These threats are as serious to American cities and to American lives as foreign military weapons. The most serious threat to our nation is not communist military forces, but rather foreign economic competition from those countries which devote far greater resources to human and physical public reinvestment than the United States presently does. No military weapon, but instead the weapons of democracy, freedom, and economic security, destroyed the communist forces of Eastern Europe.

Step II:

- Defense spending should be reduced by 30% in real dollars to a level no greater than \$200 billion in budget authority and outlays in 1996. 60% of those savings must be dedicated to reducing the federal debt and deficit, 40% to shifting the funds to reinvestment in our own cities and towns in:
- Retraining for dislocated workers affected by economic conversion and cutbacks in military troop levels;

- Grants and loans to cities and towns for site specific activities in communities affected by base closings and for economic conversion;
- Grants and loans to cities to reduce fiscal disparities, using as criteria: increased unemployment rates; decreased levels of per capita income; a formula to ensure reinvestment in the most impacted communities; the percentage of local private sector employment affected or distressed commercially zoned property;
- Education;
- Funding for displaced scientists and engineers for peacetime R&D, health related research, and quality of life issues, such as: environmental solutions, AIDS research or genetic engineering; and,
- Rebuilding roads, bridges, highways, airports, and other public infrastructure investments critical to raising national productivity and stimulating commerce.

Step III:

- Military economic conversions should not be treated differently than other economic conversions. Federal economic conversion should be a broad-based conversion from an economy heavily dependent on military research and development and military prime contracting for major weapons systems to a path of economic growth and opportunity.

The federal government should provide planning assistance and notification to communities adversely affected by economic conversions or dislocations - whether from military cutbacks, foreign competition, national disasters, regional recessions, or other causes. Similarly, job training and other forms of assistance to individuals in those communities should be made available. Assistance should not come at the expense of existing domestic programs, but rather should come out of defense spending.

- When a federal defense spending cutback or defense industry dislocation involves a federally owned facility or federally owned property, the affected city should have:
 - public notice prior to any closure or significant downsizing,
 - a first right of refusal to acquire such property or facilities, and
 - special consideration for placement of other federal facilities which could positively affect the community.
- Impact Aid: Education funds currently allocated to the Department of Defense to assist communities where military installations place burdens on public school systems and universities should continue to be available to help retrain affected persons and be phased out over a period of five years.
- Youth Opportunities: The U.S. military has been a major source of specialized training and career opportunities for many of our nation's youth. Reducing military troop levels will eliminate those educational and job training opportunities for many of our nation's young people. Military funds should be converted by targeting funds for educational opportunities through job training and career development activities. Such funds should be available for a period of up to two years for program activities for each young person eligible to serve.

This statement was originally approved by NLC's Board of Directors on December 1, 1990.

November 14, 1991

Dear Citizen/Opinion Leader:

I am writing to ask you to join me in a campaign to reshape our nation's budget priorities. Dramatic changes around the world make this a compelling need. The threat of massive military conflict between superpowers has dissolved, but our federal spending priorities remain locked into topheavy, outdated allocations for defense. Economic competition now poses far greater challenge to America's future. We must redirect our national priorities to respond to this new reality.

More than a year ago, before the momentous events that signalled an end to the Cold War, the President and Congress adopted a long-term budget plan that set defense spending at nearly \$300 billion per year and allocated \$200 billion for all domestic programs. It was agreed then that no changes were permissible until 1993, but the rationale for that decision has disappeared.

The National League of Cities is calling on our national leaders to discard the obsolete 1990 budget agreement, and instead, to adopt a new plan to cut defense spending to no more than \$200 billion by 1996. I believe this is both possible and urgently needed. We can and must invest those savings in our nation's two most important priorities: cutting the federal deficit and strengthening our nation's capacity to discover the ideas, design the products and create the jobs that will assure America's future.

A new and rising united Europe currently devotes a far greater proportion of economic resources to investment in economic productivity than we do. So does Japan and other growing economic competitors on the Pacific Rim. Yet under the budget agreement of last year, our nation will be spending more defending Germany than the Germans do, more defending Norway than the Norwegians do, and more defending Japan than the Japanese do.

At the same time, we have witnessed nearly a decade of decline in real wages and incomes for most Americans. Our infrastructure is crumbling. Our education system compares poorly on any international measure. While our government has systematically disinvested in Hometown America, other nations have invested in modernizing their industries, reshaping their workforces, upgrading and expanding their transportation systems and putting new technology to work in countless other activities. They are building; we are not. This must change. Now.

The tasks before us are enormous, but so are the capabilities of the American people when we decide to take action. Please join me in this campaign to put America's future first. Write to your senators and representatives and tell them you support the National League of Cities proposal to reshape our federal priorities to invest in America's future.

PLEASE NOTE:

This is an opinion column being sent by NLC to approximately 300 daily newspapers around the country -- generally those with circulations above 50,000 and to papers in smaller communities that are state capitals.

If your community is served by such a paper, you may wish to encourage the editor to use the column and send him this copy along with a cover note from you.

If your community is served by a paper with a circulation of less than 50,000, you may either wish to offer this column with your byline, editing it to reflect any notable local situations or circumstances, or you may wish to suggest that it be considered as a contribution from Mayor Barthelemy as above, with a cover note written by you to your paper's editor.

If you have any questions about whether the column may have been sent to a paper in your community, please call Randy Arndt, NLC's media relations director, at (202) 626-3158.

A New American Security Agenda

by Sidney J. Barthelemy

Now is the time for America to put its own priorities first. We cannot afford to waste our nation's wealth and talent on outmoded policies that have lost their purpose.

For the past 50 years, our national priorities have been shaped to an enormous degree by military threats beyond our borders. Our national security is now delineated more by economic challenges, and to meet them we must focus on our nation's own needs. We must invest in America's future.

We must begin with a thorough revision of national defense needs in a dramatically changed environment. New weapons systems, foreign-based military units, obsolete concepts and the sheer size of America's armed forces must be examined, scaled back to appropriate levels, or eliminated.

Such actions can reduce annual defense expenditures from the nearly \$300 billion now being spent to an amount closer to \$200 billion. We can use those savings for investment in America.

Specifically, the National League of Cities calls for cutting back on military expenditures to achieve a total savings of at least \$200 billion by 1996. Sixty percent of the amount saved should be dedicated to deficit reduction, and 40 percent redirected to strengthen the human and physical resources so essential to our future.

The transformation from military priorities to maintaining U.S. leadership in a new world order is a compelling need. We can no longer afford to spend more defending our allies than

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Sidney J. Barthelemy is Mayor of New Orleans and President of the National League of Cities

they do defending themselves, especially when their priorities are geared instead towards their own economic security and growth.

Our nation is dangerously deficient in preparing for what's coming next. While news reports may be dominated by headlines about how the Soviet Union and Eastern Europe are grappling with conversion into a global free-market economy, we should also be paying attention to some ominous indicators about what's happening here at home.

Last month a national report on education gave a generally dismal assessment of our schools and the level of skills our children are learning. A recent report on patents revealed an alarming decline in patents granted to U.S. firms or individuals and a relentless growth in patents awarded to foreign interests, particularly to the Japanese. Those are ominous warnings about how we are preparing for the future.

The U.S. balance of trade, a broad measure of our competitive position in world markets, is again moving more deeply into deficits. The latest Census Bureau report on incomes and poverty found an additional 2 million Americans living in poverty conditions last year, along with an actual decline in overall U.S. household earnings. Those are ominous warnings about how we are doing at present.

And in the budget year just ended, the federal deficit was a record-setting \$268 billion. Over the past decade, our national debt has swollen from less than \$1 trillion to more than \$3 trillion. Those are ominous warnings about how we have done things in the past.

Our former superpower rival and the newly liberated republics may be struggling near the bottom of the economic heap, trying to gain a foothold, but these conditions here at home suggest that our own status is nothing to be too smug about. We are, in many respects, precariously close to falling -- or, in truth, to being pushed -- from our lofty perch.

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What could become a scenario for a diminishing U.S. stature is not our inevitable fate, however. The United States is still the preeminent economic power of the world. Although competition is mounting all around us, we have an unparalleled opportunity to do even better ourselves by redirecting our enormous investment in defense-related activities to other productive purposes.

Reordering America's priorities must begin with deficit reduction. Until federal deficits are effectively controlled, we are lying to ourselves about our habits and punishing future generations because of them.

Writing IOU's to cover 20 percent of the budget is an unconscionable act that poses a far greater threat than any enemy or competitor. Right now, the Treasury Department has to spend nearly \$780 million each day just paying interest charges on our massive federal debt. That's more than it costs to run the entire city of New Orleans for a year -- or Atlanta, or San Jose, or Minneapolis, or Seattle, or Memphis, or Cleveland, for that matter.

The tax cuts being proposed in various forms will not erase red ink! Absent a catastrophic emergency such as war or a depression, deficit reduction must be the highest priority of U.S. fiscal policy over the next five years.

The United States must also pursue an aggressive conversion away from a preoccupation with military challenges to one of meeting the challenges of unrelenting global economic competition. That task is not a far-fetched concept that compares apples to oranges, either.

Beating swords into plowshares can still occur in the 1990s. The technology for building aircraft carriers has important applications in building highway bridges. Research and development in communications and signal technology can propel American progress in the intense competition in computer systems and telecommunications.

(more)

The money that was spent to station U.S. troops in foreign lands can be reinvested to provide affordable housing for them and others in Hometown America. And the workforce that was paid to maintain a trigger-ready nuclear preparedness can be reallocated to build and maintain a transportation system to carry America into the 21st century.

Another portion of our savings must be reinvested in the people who have the most to contribute to our future -- our young people. They must be able to do the jobs and carry on the work of discovering, designing and developing the products, services and ideas that will define the future.

That work can begin with a guaranteed commitment to fund Head Start programs for every preschooler. It involves much more, however, and the elected officials of America's cities, towns and villages are anxious to participate in shaping a new agenda for America with our national leaders.

We are witnessing momentous events that are reshaping world history, but those events must not divert our attention away from our own need to invest in America's future.

There's a lot of work to be done. We cannot afford to postpone doing it. The time to begin is now.

#

Memorandum

DATE: December 12, 1991
TO: Jerry Dulgar, City Manager
FROM: Nancy Gohman, Assistant Manager
SUBJECT: 1992 Non-organized Salary/Insurance Contribution
Proposal & Insurance After Retirement

Attached is the information regarding proposed salary increases for all regular full-time and part-time non-organized employees of the City of Crystal for 1992.

As you've requested, increases are based on a 2.75 percent adjustment across the board effective January 1, 1992 through December 31, 1992.

Also attached is the City of Crystal health and life insurance recommendation summary which was approved previously by Council.

Finally, attached is a resolution regarding an adjustment on insurance for employees who retire after January 1, 1992.

Information is as follows:

1.) 1992 Salary Schedule - Attachment 1

Salary

Attached is the salary schedule for employees of the City of Crystal for 1992. The salary summary sheet shows positions, actual 1991 salary, and the proposed 1992 salary. This proposed increase is 2.75 percent across the board.

Insurance

As you remember, you brought the following information forward to the Council for their approval for health insurance for 1992. Your insurance proposal is as follows:

The employer will contribute up to a maximum of \$265 per month per employee for family insurance in 1992 towards health and life insurance, up to \$15 of the maximum amount may be used for dental insurance. Employees choosing single coverage will receive a maximum of \$147 per month for health insurance with an additional \$15 maximum single contribution for dental insurance. All benefit earning employees will continue to receive \$10,000 for life insurance.

Employee cost of family insurance for 1991 per month was as follows:

	<u>Group Health</u>	<u>Medica</u>	<u>Med Center</u>
1991 Cost Family Insurance:	\$321.46	\$340.00	\$357.20
City Contribution:	<u>245.00</u>	<u>245.00</u>	<u>245.00</u>
Employee Expense:	\$ 74.76	\$ 93.30	\$111.50

1991 cost single insurance for 1991 per month was:

	<u>Group Health</u>	<u>Medica</u>	<u>Med Center</u>
1991 Cost Single Insurance:	\$117.82	\$147.00	\$120.00
City Contribution:	<u>100%</u>	<u>100%</u>	<u>100%</u>
Employee Expense:	\$ -0-	\$ -0-	\$ -0-

PROPOSED FAMILY INSURANCE FOR 1992 PER MONTH IS:

	<u>Group Health</u>	<u>Medica</u>	<u>Med Center</u>
1992 Cost Family Insurance:	\$356.76	\$399.50	\$389.35
City Contribution:	<u>265.00</u>	<u>265.00</u>	<u>265.00</u>
Employee Expense:	\$ 90.06	\$132.80	\$122.65

1992 COST SINGLE INSURANCE PER MONTH IS:

	<u>Group Health</u>	<u>Medica</u>	<u>Med Center</u>
1992 Cost Single Insurance:	\$130.76	\$173.30	\$130.80
City Contribution:	<u>130.76</u>	<u>147.00</u>	<u>130.80</u>
Employee Expense:	\$ -0-	\$ 26.30	\$ -0-

(all figures include life insurance contribution)

As you can see the additional proposed \$20 increase towards family health insurance contribution does not cover the full insurance increases for family coverage

for 1992. The employee must also increase their insurance contribution in 1992 to cover rising health care expenses for family insurance.

Those who choose single insurance have the option to choose full coverage from Group Health and Med Center fully paid by the City. Or, if the employee chooses Medica for 1992 they must pay \$26.30 per month for Medica single health insurance coverage.

2.) Metro Salary Survey - Attachment 2

A salary survey was completed on the top 17 non-organized positions of the City of Crystal. Seventeen communities were surveyed for 1991 actual salary comparisons. Survey consists of comparing positions with same job content in various cities to those positions and duties of City of Crystal positions.

Survey results show that the vast majority of the salaries of Crystal's supervisory positions fall below the average in this survey.

3.) Scattergram - City of Crystal - Attachment 3

As you know, the City's pay plan must follow Minnesota State Law regarding pay equity/comparable worth. Reporting for pay equity/comparable worth is due December 31, 1991. Currently, it appears that the city should be in line with the law. A 2.75 percent increase across the board would continue the pay equity plan for all staff.

4.) Insurance After Retirement - Resolution attached

Since the Council has recommended to change the single insurance contribution, it seems logical to change the insurance after retirement so employees who retire after January 1, 1992 are eligible for the same insurance contribution as active employees.

This means that employees who retire after January 1, 1992 will have the option of retaining membership in the City of Crystal's group hospitalization insurance plan for which the City will contribute the same single health insurance contribution as active employees. Thus, those who retire after January 1, 1992 will not receive a larger health insurance benefit than active employees.

Since benefits for City retirees are in the City of Crystal Personnel Rules & Regulations, the City Council must pass a resolution allowing for such change. We are not recommending a change on past retirees, this language is to be added to the existing policy. See attached Resolution.

5.) Staffing In General

The City of Crystal continues to work to have a well trained, more efficient staff. We will continue to cross train employees and review job responsibilities in the year to come.

We plan to continue with the policy to review each position as it becomes vacant. A careful analysis is done of vacant positions to determine actual replacement needs. In the past several years and for future we plan to continue to redefine and redesign positions to fit the current City of Crystal needs.

As you know, a number of positions have not been replaced over the past several years. To cover the lost manpower many remaining staff members have had additional duties added to their position to cover mandated city services. I expect we will continue in the practice of scrutinizing any vacated positions or request for additional personnel and to continue to watch personnel costs citywide for 1992.

Recommendation - Summary

I recommend that the City Council approve the proposed salary increases for non-organized full, part-time, and non-benefit earning employees as attached for 1992. I also recommend that the City Council approve the insurance as stated in the memo. And, finally, that the Council approve the insurance benefits for retirees.

In order to approved the salary, insurance and insurance after retirement for 1992 the Council must first pass a motion regarding the insurance and salaries as stated in this memo and secondly adopt a resolution amending the Personnel Rules and Regulations regarding benefits for retirees.

As usual, if you have questions please ask.

NG/js

City of Crystal Salary Proposal 1992
Non-organized employees - proposal of 2.75% across the board

12/13/91

Pay Group	Position	Proposed		Pay Range '92	
		1991 SALARY	1992 SALARY		
II	Custodian	\$18,458	\$18,966	\$18,000 to \$21,800	
	Part time Secretary	\$18,458	\$18,966		
	Part time CSO	\$19,189	\$19,717		
	Job Share Switchboard	\$18,458	\$18,966		
	Park Secretary	\$20,842	\$21,415		
III	Health Dept. Sec.	\$23,613	\$24,262	\$22,000 to \$25,500	Union contract, Local 49, maintenance - not settled reflects 2.75% increase
	Building Dept. Clerk	\$23,860	\$24,516		
	UNION MAINTENANCE I	\$27,854	\$28,620		
	Bldg. Coordinator	\$24,204	\$24,870		
IV	Police Secretary	\$26,822	\$27,560	\$26,000 to \$29,000	Union contract, Local 49, maintenance - not settled reflects 2.75% increase Union contract, Police Dispatch local 320 - not settled reflects 2.75% increase
	UNION Maintenance II	\$28,209	\$28,985		
	Utility Billing Clerk	\$26,691	\$27,425		
	Payroll Clerk	\$26,691	\$27,425		
	UNION Communications Ck.	\$27,937	\$28,705		
	Administration Clerk	\$26,745	\$27,480		
	Assessing/Com. Dev. Clerk	\$26,745	\$27,480		
V	Admin. Secretary	\$29,228	\$30,032	\$29,200 to \$32,200	Union contract, Local 49, maintenance - not settled reflects 2.75% increase
	UNION Maintenance III	\$29,023	\$29,821		
	Specials/Eng. Clerk	\$29,247	\$30,051		
	Engrg. Aide II	\$29,228	\$30,032		
VI	PT Rec. Program Supervisor	\$31,338	\$32,200	\$32,200 to \$35,900	
	Accounting Clerk	\$33,164	\$34,076		
	Records/Office Manager	\$33,180	\$34,092		
	Housing Inspector	\$34,500	\$35,449		

Pay Group	Position	Proposed		Pay Range '92	
		1991 Salary	1992 Salary		
VII	Appraiser	\$37,663	\$38,699	\$36,000 to \$39,600	Union contract, Police Officers - not settled reflects 2.75% increase
	Engrg. Aide IV	\$37,655	\$38,691		
	UNION Pol. Officer w/o longevity	\$37,716	\$38,753		
	Recreation Supervisor	\$37,670	\$38,705		
	Sanitarian II	\$37,668	\$38,705		
VIII	Bldg. Inspector	\$40,733	\$41,853	\$39,600 to \$44,000	Union Contract Pol. Supervisors local 56 - not settled reflects 2.75% increase
	Supervising Sanitarian	\$40,733	\$41,853		
	Juvenile Specialist	\$38,847	\$39,915		
	UNION Pol. Supervisor w/o longevity	\$43,041	\$44,225		
	Comm. Develop. Coord.	\$40,691	\$41,810		
	Park Superintendent	\$40,817	\$41,939		
	Asst. Finance Dir.	\$40,831	\$41,954		
	City Assessor	\$42,336	\$43,500		
	Asst. Park & Rec. Dir.	\$40,831	\$41,954		
IX	Street Superintendent	\$43,867	\$45,073	\$44,000 to \$47,200	
	City Clerk	\$43,950	\$45,159		
	W & S Sup.	\$45,994	\$47,259		
X	Park & Rec Director	\$50,619	\$52,011	\$47,200 to \$53,400	Union Contract Police Managers - not settled wraps mgmt. differential into pay reflects 2.75% increase
	Fire Chief/Mar.	\$45,992	\$47,257		
	Community Dev. Dir.	\$47,500	\$48,806		
	Asst. Manager	\$49,926	\$51,299		
	Pol. Manager UNION w/o longevity	\$48,389	\$51,312		
XI	City Treas./Fin. Dir.	\$55,681	\$57,212	\$54,400 to \$63,500	
	Public Works Director	\$55,681	\$57,212		
	Chief of Police	\$60,558	\$62,223		

City of Crystal Salary Proposal 1992

Non-organized non-benefit earning part time and volunteer fire - proposal of 2.75% across the board

Part time non-benefit positions	Proposed	
	1991	1992
	Hourly	Hourly
Part time P&R Sec. eve	\$6.25	\$6.50
Part time Comm. Ctr. Building Mgr.	\$7.85	\$8.10
Part time Fire Inspector	\$10.50	\$10.80

Volunteer firefighters	Proposed	
	1991	1992
	Hourly	Hourly
Fire fighters call pay	\$7.55	\$7.75
Officers - fire - call pay	\$8.05	\$8.25
Training, schools & Work duty	\$6.75	\$6.95

	Shift	Shift
Stand by, Sleep in	\$23.50	\$24.15

Officers Monthly Salaries	Monthly	Monthly
Chief Officers (3)	\$179.00	\$184.00
Asst. Training Officer (1)	\$110.31	\$113.40
Captains (4)	\$73.93	\$76.00

ATTACHMENT 2

12/4/91

SALARY SURVEY OF POSITIONS IN METRO AREA AS COMPARED TO CITY OF CRYSTAL POSITIONS

POSITION	CRYSTAL 23792	NEW HOPE 21762	ROBBINSDALE 14438	GOL.VAL. 20908	B.C. 28810	B.P. 56281	PLYMOUTH 50579	MAPLE GR. 38331	MTKA 48256	ST. LOUIS PK 43662	SURVEY AVERAGE FOR 1990	CRYSTAL SALARIES AS A % OF SURVEY AVERAGE
CITY MANAGER	\$71,116	\$75,690	\$80,063	\$86,615	\$78,197	\$78,814	\$86,800	\$73,826	\$81,141	\$76,250	\$77,091	92.25%
POLICE CHIEF	\$60,558	\$58,255	\$57,542	\$68,808	\$62,490	\$67,932		\$57,200	\$67,787	\$66,150	\$62,617	96.71%
DIR PUBLIC WKS	\$55,681	\$54,497		\$69,594	\$67,673	\$60,996	\$67,100	\$66,844	\$66,248	\$65,500	\$63,704	87.41%
FINANCE DIR	\$55,681	\$58,255	\$58,976	\$69,472	\$64,154	\$76,428	\$63,100	\$59,601	\$62,108	\$71,000	\$61,445	90.62%
PK & REC DIR	\$50,619	\$54,497	\$46,809	\$64,730	\$54,160	\$66,600	\$63,000	\$55,608	\$50,148	\$59,325	\$55,727	90.83%
ASST. MGR	\$49,926			\$44,450	\$50,940	\$48,612	\$62,400		\$58,869	\$48,600	\$53,992	92.47%
COMM. DEV. DIR	\$47,500			\$62,483	\$53,579	\$66,288	\$57,500	\$54,166	\$62,109	\$59,900	\$57,358	82.81%
FIRE CHIEF	\$45,992	\$52,952		\$49,282	\$48,996	\$59,652	\$54,720	\$51,597	\$57,750	\$55,000	\$50,435	91.19%
CITY CLERK	\$43,950						\$40,000		\$40,000	\$43,000	\$41,691	105.42%
UTIL SUP.	\$45,994		\$45,644	\$54,100	\$38,820	\$44,712	\$44,350	\$46,510	\$42,890	\$49,500	\$45,063	102.07%
STREET SUP	\$43,867		\$39,108	\$54,100	\$38,820	\$46,752	\$43,680	\$46,510	\$42,890	\$53,839	\$44,525	98.52%
ASSESSOR	\$42,336		\$48,297		\$48,900	\$54,720	\$53,456	\$49,877	\$47,278	\$53,100	\$50,364	84.06%
ASST. PK&REC	\$40,831						\$42,000		\$37,502		\$42,610	95.83%
ASST. FIN. DIR	\$40,831		\$37,896	\$45,708	\$50,940	\$52,608	\$49,820	\$47,008	\$44,491	\$53,500	\$45,614	89.51%
PK. SUP	\$40,817		\$33,280		\$38,820	\$46,752	\$47,268	\$48,990		\$54,038	\$43,577	93.67%
BLDG INSP	\$40,733	\$36,728	\$42,120	\$43,500	\$40,788					\$37,692	\$40,903	99.58%
SUP SANITARIAN	\$40,733					\$47,484			\$40,560		\$41,198	98.87%

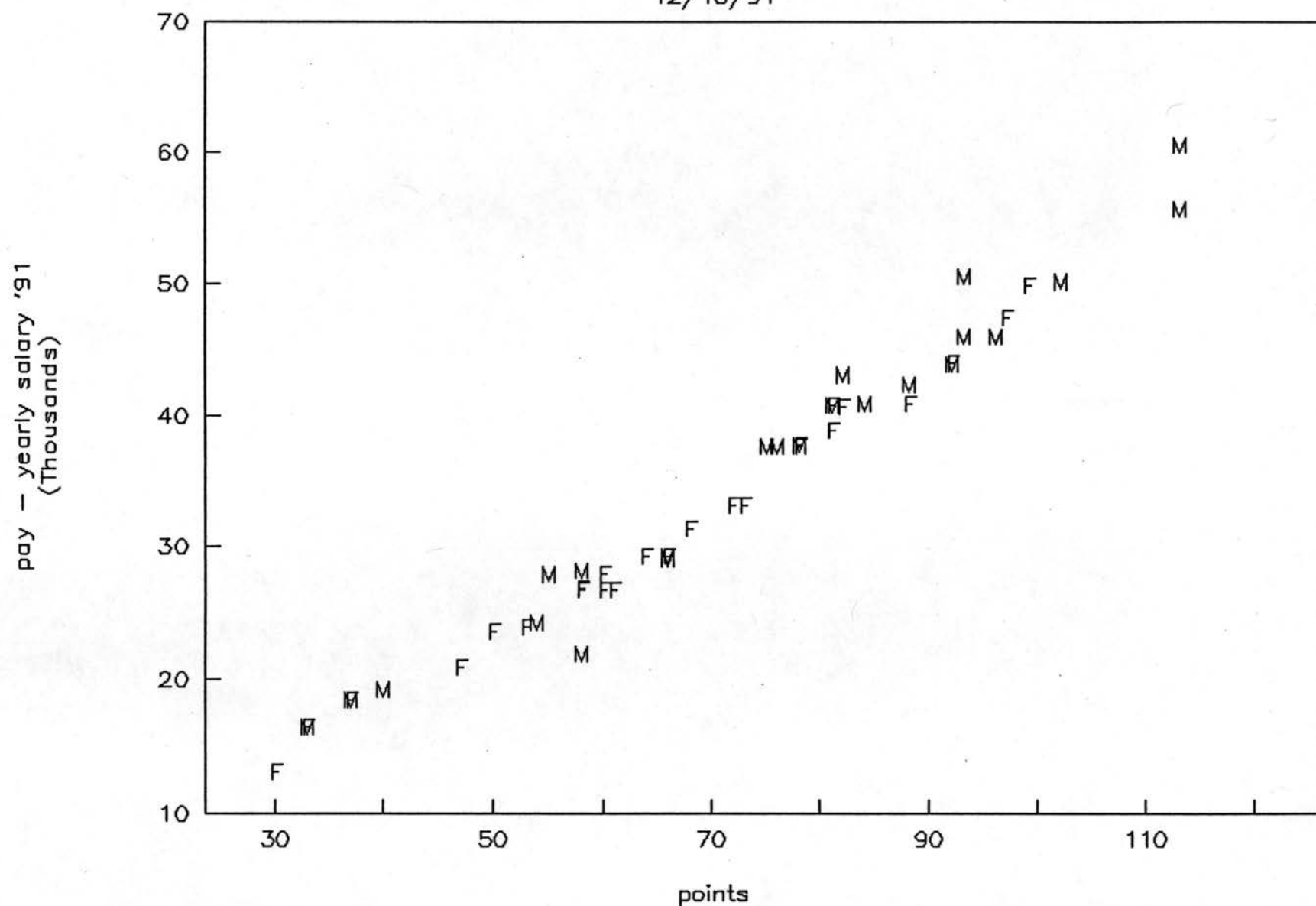
A number of positions listed above are unique to Crystal in their duties when compared to other cities. This survey lists those salary comparisons which most closely fit City of Crystal job responsibilities. Shown above is a comparison of Crystal salaries for 1991, and the survey average for each position.

The last column shows Crystal salaries as a percent of the survey average.

POSITION	RICHFIELD 35603	BLAINE 39032	ROSEVILLE 33382	EDEN PRARIE 39501	MAPLEWOOD 30854	SHOREVIEW 24529	NEW BRIGHTON 22125	FRIDLEY 28267
CITY MANAGER	\$77,695	\$79,718	\$72,521	\$76,107	\$78,283	\$69,332	\$69,400	\$76,075
POLICE CHIEF	\$66,081	\$60,500	\$65,347	\$61,734	\$57,845		\$58,700	\$64,938
DIR PUBLIC WKS	\$70,033	\$63,996	\$65,844	\$67,974	\$57,845	\$57,046	\$61,200	\$64,899
FINANCE DIR	\$44,500	\$59,000	\$62,048	\$65,811	\$58,080	\$57,046	\$56,400	\$64,347
PK & REC DIR		\$51,588	\$58,571	\$63,294	\$52,062	\$50,482	\$52,400	\$53,471
ASST. MGR	\$67,704	\$58,344	\$57,077	\$61,942	\$49,900	\$45,790		\$51,333
COMM. DEV. DIR	\$61,588	\$58,344	\$57,892	\$64,189	\$52,062	\$55,670	\$55,500	\$48,957
FIRE CHIEF	\$46,446			\$37,357	\$42,494			\$53,414
CITY CLERK	\$38,875				\$50,700			\$35,314
UTIL SUP.	\$47,507	\$41,580	\$37,748	\$47,944		\$43,588		
STREET SUP	\$44,366	\$41,580	\$37,390	\$46,862		\$43,588		
ASSESSOR				\$54,642				\$51,038
ASST. PK&REC	\$46,092		\$41,850		\$46,405	\$43,588		
ASST. FIN. DIR			\$45,904		\$38,626	\$42,571		\$43,084
PK. SUP	\$44,366	\$41,580	\$38,769	\$44,658		\$43,588		
BLDG INSP			\$39,824		\$43,306	\$41,539	\$42,800	
SUP SANITARIAN					\$36,213		\$41,000	

SCATTER GRAM — CITY OF CRYSTAL

12/13/91



RESOLUTION NO. 91-

RESOLUTION RELATING TO BENEFITS FOR CITY RETIREES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRYSTAL,
MINNESOTA:

Section 1. Crystal City Code, Subsection 311.07, requires that amendments to City Code Appendix V (Personnel Rules and Regulations) be made by resolution.

Sec. 2. City Code Appendix V, Section 9.7, is amended in its entirety to read as follows:

9.7. Benefits for City Retirees. All non-union employees and union employees, if union contract specifies, who retire after January 1, 1986, under a full, unreduced retirement benefit from the Public Employees Retirement Association, (per current PERA Rules and Regulations) and all present non-union retirees, who are currently members of the City group hospitalization insurance plan, who have retired under a full, unreduced retirement benefit from the Public Employees Retirement Association, have the option of retaining membership in the City's group hospitalization insurance plan for which the City will pay the single person premium until such time as the retiree is eligible for Medicare coverage, and further, if the retiree desires to continue family coverage, the additional cost for family coverage be paid monthly by the retiree to the City.

All employees who retire after January 1, 1992 under a full unreduced retirement benefit from the Public Employees Retirement Association, (per current PERA Rules and Regulations) who are currently members of the City's group hospitalization insurance plan, have the option of retaining membership in the City's group hospitalization plan for which the City will pay the same health insurance single person premium contribution as currently contributed by the City for active employees for single health insurance until such time as the retiree is eligible for Medicare or age 65, and further, if the retiree desires to continue family coverage, the additional cost for family coverage be paid monthly by the retiree to the City.

Sec. 3. The Clerk is authorized and directed to make the appropriate changes in Appendix V.

Adopted by the Capital City Council this 18th day
of Dec., 1991.

Mayor

Attest: _____
City Clerk

Memorandum

DATE: December 11, 1991
TO: Jerry Dulgar, City Manager
FROM: Darlene George, City Clerk *Darlene*
SUBJECT: Newly Elected Officials

Upon revision of the City Charter in 1989, Chapter 3, Section 3.01 was changed relating to the time newly elected officials assume their duties. Before revision, the Charter stated newly elected officials assume their duties on the first business day of January. The revised Charter (1989) indicates newly elected officials assume their duties at the first regularly scheduled Council meeting in January.

Our first meeting in 1992 is January 7, and existing mayor and council terms expire December 31, 1991 which means we are officially without Council representation of a Mayor, Wards 3, 4 and Section I Councilmembers from December 31 to January 7. I spoke with Mr. Kennedy about this and what would happen if official City business needed to be conducted by the Council during that period. Mr. Kennedy suggested that I have the newly elected officials appear at my office on January 2 to be sworn in.

I recommend this be placed on the December 18 Council Agenda for a decision on a time for this procedure on January 2. If you have any questions, please contact me.

DG/js



4401 Xylon Avenue North New Hope, Minnesota 55428 Phone: 531-5100 FAX (612) 531-5174

December 2, 1991

City of Crystal
4141 Douglas Drive
Crystal, MN 55422

Re: 1992-1996 MSA Street Improvements
(36th Avenue Soo Line Railroad Bridge)

Dear Mayor and City Council:

The City of New Hope recently reviewed and approved the attached MSA Street Improvement Program. The program, for the most part, proposes improvements in the 36th Avenue area which abuts both the cities of Crystal and New Hope. Due to the nature of each improvement and the fact each community will be financially responsible for its frontage, it's important that we carefully review each improvement so we can proceed in an intelligent and efficient manner. It's anticipated the following projects would be joint projects between Crystal and New Hope. It's assumed each community will be responsible for its front footage except for the reconstruction of the railroad bridge. It's assumed the railroad bridge construction will be shared 25% Crystal and 75% New Hope.

- | | |
|------|---|
| 1992 | Resurface 32nd Avenue (Winnetka to Louisiana)
Nevada Avenue (32nd to 36th) and Winpark Drive (Winnetka to 32nd); possibly Louisiana Avenue (Medicine Lake Road to 32nd Avenue) |
| 1993 | Construct new railroad bridge over 36th Avenue |
| 1995 | Street Improvements 36th Avenue (Winnetka to Louisiana) |
| 1996 | Street Improvements 36th Avenue (Winnetka to T.H. 169) |

Two issues must be studied before major street improvements are made in 36th Avenue between Winnetka and Louisiana Avenue.

- 1) Determine if additional storm sewer can be constructed in 36th Avenue to provide greater outflow rate from the Northwood Lake area or provide additional storage to reduce flooding.
- 2) Determine if left turn lanes and center medians are required in 36th Avenue at Winnetka Avenue.

Discussion
Item
on Jan. 13
work session

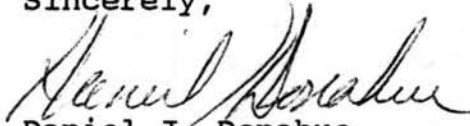
Mayor and City Council
City of Crystal
Page 2
December 2, 1991

Crystal and New Hope, over the next two years, will each prepare a local storm sewer plan. New Hope is very anxious to help their residents in the Northwood Lake area from the ongoing flooding they presently experience during heavy storms. It's hoped during the preparation of our local storm water plans that this situation can be improved. Improvements may include additional storm sewer in 36th Avenue from the railroad bridge to the new storm sewer recently constructed in Crystal.

Relative to left turn lanes and medians in 36th Avenue at Winnetka Avenue, additional study is required to determine if these improvements are required. Additional right-of-way will be needed and the abutting properties will be impacted by the center median construction in 36th Avenue. Therefore, we must be confident the turn lanes and center medians are needed before proceeding.

We would be pleased to review New Hope's MSA Street Improvement Program at a mutually convenient time.

Sincerely,



Daniel J. Donahue
City Manager

DJD/jf

cc: New Hope City Council
Bill Monk, Crystal City Engineer
Mark Hanson, New Hope City Engineer

CITY OF NEW HOPE
MUNICIPAL STATE AID STREET
1991-1996 CAPITAL IMPROVEMENTS
November 20, 1991

1991-1996
MSAS ALLOTMENT

<u>Year</u>	<u>Maintenance</u>	<u>Construction</u>
1991 Balance	154,832	(146,419)
1992	141,100	423,320
1993	135,000	405,000
1994	135,000	405,000
1995	135,000	405,000
1996	<u>135,000</u>	<u>405,000</u>
TOTAL	\$835,932	\$1,896,901

1991-1996
MSAS CAPITAL IMPROVEMENT PROGRAM
CONSTRUCTION ALLOTMENT

<u>Year</u>	<u>Project</u>	<u>Estimated Construction Cost</u>	<u>Estimated MSA Balance</u>
1992	Medicine Lake Road, Project 396	50,000	226,901
1992	32nd Avenue, Nevada Avenue (So. of 36th Ave.)	50,000	176,901
1993	36th Avenue R.R. Bridge, Project 437	850,000 (1)	(268,099)
1993	Bass Lake Road Turn Lanes at Boone Avenue	70,000	(338,099)
1995	36th Avenue (Winnetka to Louisiana)	170,000	301,901
1996	36th Avenue (Hillsboro to Winnetka)	<u>360,000</u>	346,901
	TOTAL	\$1,550,000	

(1) Represents New Hope's Share (75% of Total). Crystal's Share is approximately \$280,000 (25% of Total).

CRYSTAL PARK AND RECREATION ADVISORY COMMISSION

Minutes

November 6, 1991

The regular meeting of the Crystal Park and Recreation Advisory Commission was called to order at 7:03 p.m. by Chairperson Bill Gentry. Members present were: Mr. Ertz, Mr. Jungroth, Mr. O'Reilly, Ms. Saunders, Ms. Howard. Also present were Mr. Brandeen and Ms. Hackett from the Department staff.

The minutes were approved as sent.

Mr. Gentry gave the Chairperson's report. He informed the Commission of the MRPA Board & Commission section which is reorganizing and looking for volunteers to serve as members. Mr. Gentry and Mr. O'Reilly offered to serve.

Ms. Hackett reviewed the monthly activity report and the Community Center usage report.

The Commission viewed a video on zero depth pool play equipment. Discussion was held on financing a project like this. Mr. Gentry suggested that this would be a capital improvement item with an increase in fees to offset some of the costs. Mr. O'Reilly thought that the project could be done in stages. Mr. Brandeen informed the Commission that the wading pool does not meet present code regarding filtration, etc. Many cities are in the process of renovation. Mr. O'Reilly suggested that a zero depth water play area be added to the 5-Year Plan. Another suggestion was to add a shaded area around the pool. Some options were discussed.

The Golf Course presentation was reviewed. The Commission discussed several options.

Moved by Mr. O'Reilly and seconded by Ms. Saunders to recommend to the Council to form a citizen committee to investigate the development and construction of a golf course at Bassett Creek Park.

Motion carried-unanimous.

A committee of Mr. Jungroth, Mr. Ertz and Ms. Reid will meet with department staff to discuss Becker Park programming.

Ms. Hackett reviewed the proposed changes in 1992 Community Center rental rates. The Commission will discuss these and make a recommendation at the December meeting.

Mr. Brandeen reviewed the 1991 budget request for all divisions. Several areas are reduced due to cutbacks.

Moved by Mr. Ertz and seconded by Mr. O'Reilly to recommend to the Council that the Becker Park concert program be reinstated to the 1991 level.

Motion carried-unanimous.

Further discussion concerned activating the Marketing Committee to solicit donations for Becker Park programs.

The Long Range Planning Commission will meet Wednesday, November 20 at 7 p.m. in the Park & Recreation Office.

The Twin Lake Trailway joint meeting is scheduled for November 7. Mr. Gentry, Mr. O'Reilly and Mr. Brandeen will attend.

The next Marketing Committee meeting is on December 4 at 6 p.m.

The Commission will select officers at the December meeting.

The meeting was adjourned at 8:50 p.m.

Respectfully submitted,

Gene Hackett
Recorder

CRYSTAL PARK AND RECREATION DEPARTMENT
MONTHLY REPORT
NOVEMBER 1991

PROGRAM ACTIVITIES: NOVEMBER START

ACTIVITY NAME	REGISTRATION 1991 1990	LOCATION	AGE GROUP	DAY/TIME
TEEN ACTIVITY - NOVEMBER	145 168	Community Center	Grades 6 - 8	Friday Ev.
COOKIN KIDS	9 NA	Community Center	Grades 1 - 4	Saturday Aft.
BATON/RHYTHMIC GYMNASTICS	24 NA	Community Center	Grades 1 - 6	Weekday Eve.
SUMI-E PAINTING	8 NA	Community Center	Adults	Weekday Morn.

ONGOING PROGRAMS - NOVEMBER

SENIORS

CENTER MEMBERSHIP: 1120
(October 1991 - 1130/November 1990 - 1080)

CRIBBAGE: 64 (64)
WELCOME: 4 (4)
500 DAY: 100 (100)
500 NITE: 72 (90)
SCRAPBOOK: 4 (4)
POKER FOR FUN: 40 (32)
BRIDGE DAY: 72 (80)
BRIDGE NITE: 40 (40)
DUPLICATE BRIDGE: 72 (64)
POOL: 24 (24)
EXECUTIVE COMMITTEE: 11 (10)

Last quarter in ()

SPECIAL EVENTS:

OTLB: 10
DONUT MAKE YOU WONDER: 58
500 TOURNAMENT: Cancel due to snow
DANCE: 110

ADULTS

ADULT VOLLEYBALL LEAGUES
ADULT OPEN GYM - VOLLEYBALL
ADULT OPEN GYM - BASKETBALL
WALK
SENIOR PAINTING CLASS
COMMUNITY CENTER OPEN GYMS
JAZZERCISE
LOW IMPACT EXERCISE
ADULT TAP DANCE
3 MAN BASKETBALL LEAGUE

ONGOING PROGRAMS - NOVEMBER

YOUTH

ARTS SCHOOL/THEATRE CLASS
GYMNASTICS
DANCE/VIDEO DANCE
KIDS KAPERS/COOKING
BOWLING
MESSY MASTERPIECES
NERF SOCCER
MOVIN' ON
ART X-PERIENCE
CHEERLEADING
DANCELINE
KARATE
FUN FITNESS AND TUMBLING
COMMUNITY CENTER OPEN GYM
PRE-SCHOOL OPEN GYM
MUSIC FOR EVERYONE-FLUTE

OTHER ACTIVITIES

TMH-EMH/ADAPTED**
COMMUNITY TRIPSTERS**
SPEAKER/LUNCH
120 Total/20 Crystal
GETAWAY**
RED WING TRIP
32 Total/8 Crystal

**CO-SPONSORED WITH OTHER AGENCIES

PROGRAMS COMPLETED - NOVEMBER

NONE

CRYSTAL PARK AND RECREATION DEPARTMENT
MONTHLY REPORT
NOVEMBER 1991

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ONGOING PROGRAMS - NOVEMBER

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MUSIC FOR EVERYONE-FLUTE

OTHER ACTIVITIES

TMH-EMH/ADAPTED**
COMMUNITY TRIPSTERS**
SPEAKER/LUNCH
120 Total/20 Crystal
GETAWAY**
RED WING TRIP
32 Total/8 Crystal

**CO-SPONSORED WITH OTHER AGENCIES

PROGRAMS COMPLETED - NOVEMBER

NONE

December 5, 1991

Mr. Jerry Dulgar
City of Crystal
4141 Douglas Drive No.
Crystal, MN 55428

Dear Mr. Dulgar:

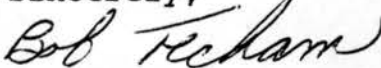
The Crystal Human Relations Commission would like to express to you our appreciation of the work Joan Schmidt provides our commission.

Joan is a sterling example of a person who will put forth that extra effort to do the best job possible.

Our commission is trying to become more involved in the community through the different activities we are active in. This involvement is only possible because of Joan's tireless efforts.

Joan is a great asset to our commission and we want you and Joan to know how much we appreciate her contribution to the Human Relations Commission.

Sincerely,



Bob Techam
Chair

BT/cr

CC: Joan Schmidt

State aid to cities should focus on those that need it

Imagine that every year each person in the Twin Cities gave \$500 to someone living elsewhere in Minnesota. Something like that happens through our state government, which annually spends in the outstate area not only all the tax money paid there but \$1.2 billion of the sales and income taxes collected from residents of the metropolitan region. Similarly, residents of Olmsted, Goodhue and a few other outstate counties also pay more in state taxes than they receive back. But 70 or more of Minnesota's 87 counties are net beneficiaries. Why the big transfer and where does the money go?

To a degree our pattern of state aid emerges from admirable generosity, but as we shall see the distribution is flawed.

State assistance is carried out through a bewildering array of programs. Consider just one of them, the \$300 million of state aid to cities. The formula by which that money is allocated supposedly takes into consideration each city's need as well as its ability to raise money on its own. One problem is that for years the state has used the amount of a city's spending as the measure of need. But of course money spent is a defective gauge of how much a community



John Brandl

requires help; its use in the formula encourages, or at best rewards, expenditures by cities. The more you spend the more you get.

Ability to pay can less controversially be measured as a city's taxable property per person. Wealthy communities, those with a lot of pricey real estate, have a greater capacity to collect tax money than do places with little valuable property.

Overriding need and ability to pay, politicians have seen to it that almost all cities get some aid, whether the formula otherwise finds them deserving or not.

Last year the Legislature contracted

with a research group headed by Helen Ladd, a professor at Duke University, to study Minnesota's procedure for granting cities money from the state government. Ladd produced a bombshell of a report to which the Legislature turned a deaf ear this year. Eventually her research will change the state's finances because after reading her study one is drawn to conclude that Minnesota's current arrangement is indefensible.

Ladd and her colleagues calculated each city's need not as money spent but as a more appropriate composite of conditions, including, for example, crime rate, population density and cost of living, all of which affect the cost of providing city services.

Applying that approach they found that a standard level of public services would cost up to three times more in some Minnesota cities than in others. To provide standard services would require spending \$241 per resident in Mountain Iron, but \$640 in Minneapolis. In that sense Mountain Iron is less needy.

Next the group proceeded to calculate how well situated each city is to raise its own tax money for the services it provides. There too the researchers found remarkable varia-

tion. That is, a given tax rate applied to the property of all cities would yield great sums for communities with much taxable property and a pittance in others. St. Joseph would collect \$68 per resident, but Monticello \$978, if each were to tax its property at the average rate.

Now, you ask, where does state aid go in fact? I hate to tell you, but a statistical device that calculates the degree of conformity between cities' need and ability to pay on the one hand, and actual aid on the other, shows this: One aid dollar in 10 goes where the Ladd procedure would direct it; the rest could as well have been thrown out of an airplane. There is something for just about everybody. But there is very little relationship between a city's deservedness and the aid it actually receives.

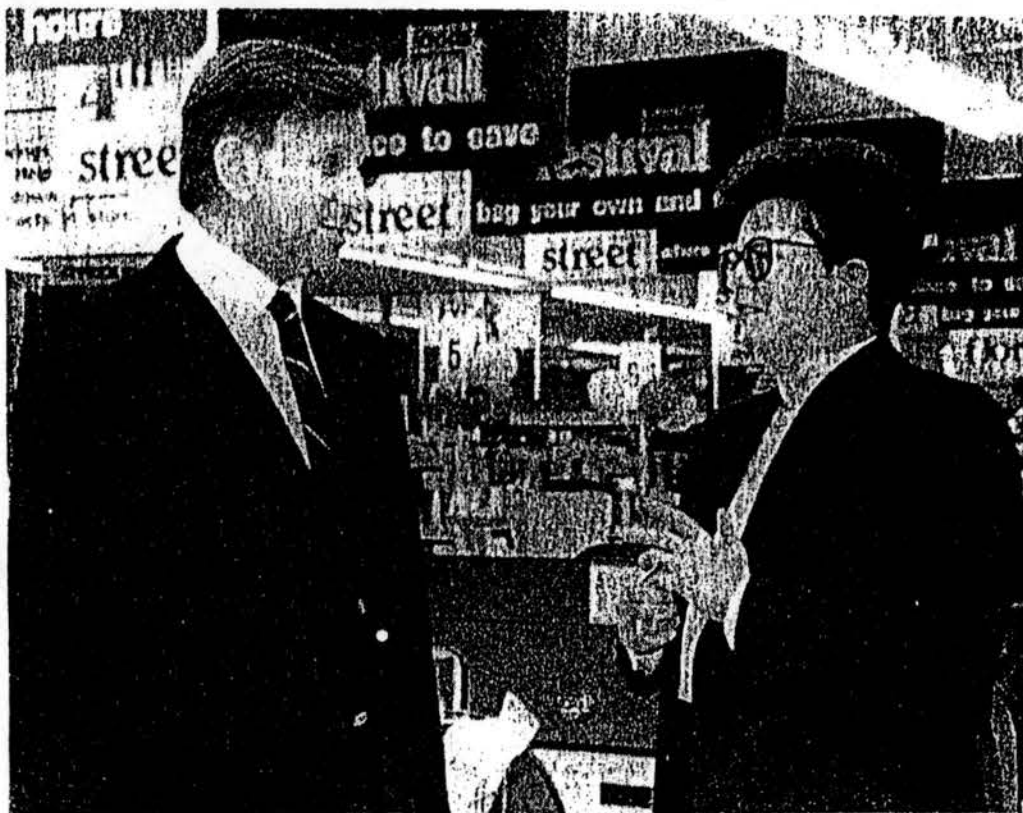
This year the Legislature and governor considered overhauling the aid formula but then decided to retain the old one.

There will always be disagreement concerning how the state should allocate its funds, but eventually Ladd's research, properly fine-tuned and regularly updated, should influence the way it is done. The present aid sys-

tem lacks justification. The financially strapped state government, which is busily looking for ways to meet its responsibilities in education, health care, and other noble causes, cannot afford a helter-skelter pattern of aid to its cities.

The state has an advisory commission on intergovernmental relations, ably chaired by Sen. Ember Reichgott, DFL-New Hope, and Rep. Joel Jacobs, DFL-Coon Rapids. Early in 1992 the commission is supposed to recommend a new aid formula to the Legislature. How should the new formula work? Well, wouldn't you say that where a city's capacity to tax is greater than its need, the formula should give no aid? I agree. The state's assistance should be concentrated where need exceeds ability to pay. Of course, that would mean that some cities — comfortable ones — would lose state assistance. Others — ones that are hurting — would get more help than at present.

Targeting the aid to where it is due would permit the commission and the Legislature to reduce the state aid budget while still being more generous and more fair than is the current arrangement.



EDWARD PASTER, CEO of Paster Enterprises discussed operations with Festival Foods CEO Marle Aarthun March 7. St Paul-based Paster Enterprises owns Northway Shopping Center in Lexington. (Photo by Barry Kleider)

Paster turns pasture into Northway Shopping Center

by Tom Donaghy
Staff Writer

Edward Paster, chief executive of the business that owns and operates Northway Shopping Center in Lexington, knows the value of cooperation. When he wants to illustrate it to his children he brings them to city council meetings in the northern suburbs.

"This is America at work," he tells them. "It's a microcosm of our entire democratic process."

The founders of Lexington, Circle Pines and Blaine were a model of cooperation for Paster, who has been working in the family business with Northway's merchants and shoppers since his grade school days in the 1950s. "The people were wonderful; they had a vision of what they wanted, and I've seen them make it come true."

Paster sees that post-World War II vision of a better life beyond the city becoming a reality. His vision becomes a reality in the local National Merit Scholars, athletes and young Persian Gulf veterans — the children and grandchildren of the community's founders.

"I'm doing business with the grandchildren of the founders," says the chief executive of Paster Enterprises, which built Northway in 1955. Three generations of Northway merchants have known and worked with him on a first-name basis.

His father, Herman Paster, started the business in 1952 with his brothers-in-law, attorney Allen Nilva and civil engineer Bertram Getsug, and friend Walter Johnson, a financier. They began building homes for people like themselves, World War II veterans who were starting families and wanted space and fresh air for the kids.

The booming economy provided jobs that made new houses and cars affordable. Freeways were

being built. The suburbanization of America was underway.

"Suburbs were just starting back then," remembers Edward Paster. "They weren't even called suburbs back then; people lived on the edge of the country."

New lifestyles meant new shopping habits. Freeway driving was making the corner store obsolete. Paster Enterprises took a deep breath and built the second shopping center in the Twin Cities metropolitan area; it is at Lexington and Larpentur avenues in Roseville, just beyond St. Paul's city limits.

The risk paid off: The center was "so busy that police had to control traffic on weekends."

Looking back, retired farmer, former mayor and Councilman Arthur Otte of Lexington guesses the developers were again taking risks in 1955 when he sold them 72 acres of farmland to make way for Northway. The area's population was growing, but still quite small, he recalls.

It was the growth that attracted Herman Paster. He was working closely with the Applebaum's grocery store chain which had identified the region's growth areas.

Lexington-Circle Pines-Blaine was one of them. Again, his instincts were right.

Applebaums sold the store in the early 1980s. Knowlans Supermarket opened there in 1985 and became Festival Foods in 1989.

Northway has changed and grown over the past 36 years, but some things do not change. Otte, who used to herd cattle where the shopping center now stands, is still one of its most loyal customers.

Herman Paster and his brothers-in-law let the excited schoolboy meet their customers — the merchants who operated the stores in their shopping centers. "What could be more fun than going to a

store?" he now asks. "That's what people do on their days off. I would go there and get paid."

By the time he was in high school, he was driving trucks and working on construction sites with his brothers, Donald and Arnold. "It was fun. Every kid wants to work on a construction site. You can see your progress."

He notes the family business still has plenty of land beside Northway, and he is considering adding restaurants, a movie theater, perhaps a medical center... all depending on what the shoppers want. Development decisions are shaped by customer surveys and informal chats with merchants and shoppers.

Paster Enterprises' 10 shopping centers emphasize basic purchases like groceries and hardware, which has helped the company weather the current recession better than most retail-dependent businesses. Paster's habit of watching and listening to customers has also helped keep vacancy rates low.

The next generation of Pasters is in college, but the father is not pressing his children into the family business. He follows the business school doctrine of encouraging young people to begin their careers working for somebody else, and if they later chose to return to the family firm, they can easily do so.

Those years of separation help the children hone their skills in a more objective environment where they can decide what is important for them and recognize that business assignments are not necessarily a form of parental control... even if the orders are coming from a parent.

Parents, in turn, learn that business assignments should not be a form of parental control. Cooperation, whether in business, government or family, is a two-way street.

DATE: December 9, 1991

MEMO TO: Jerry Dulgar, City Manager

FROM: Edward C. Brandeen, Park & Recreation Director

SUBJECT: Highlights of Twin Lake Task Force Meeting

The following are highlights of the second meeting of the Twin Lake task force on December 5:

** Each community (Crystal, Brooklyn Center and Robbinsdale) was represented by a staff person as well as a park advisory person.

** Bill Gentry was elected chairperson of the task force.

** Tim Erkkila, Westwood Engineering, gave an overview of the project and discussed direction with the group.

** The task force discussed the MNDOT, proposed taking of park land at Highways 100 and Highway 81. They thought that the possible taking of this land as being important to the entire project. It was recommended to have Mr. Erkkila research the MNDOT project as well as make a recommendation for the next meeting. His costs to do this would be approximately \$300.00 shared equally by each city.

** It was the general consensus of the task force that present direction and efforts should center on the trailway loop around Twin Lake.

** Further discussion centered on sharing costs of a preliminary master plan to be in place by August so as to apply for Met Council and LAWCON funding by September 1, 1992. Costs associated with this plan could range from \$5,000-\$7,500 shared equally by each community. This master plan would also be used for presentation to the councils, city staff, as well as the general public. This plan would be used as a planning guide.

** The next meeting is scheduled for January 9 at which time review and discussion will center on the MN DOT plan (Highways 100 and 81) and how it affects the timetable for this trailway project.

** Attached for your information is an agenda for the meeting from both Bill Gentry and Tim Erkkila.

December 6, 1991

TWIN LAKES TASK FORCE AGENDA

1. LAST MEETING:

A. NAME-TWIN LAKES TASK FORCE

2.. DISCUSS PRIORITIES /TIME TABLES

A. Discussion with Tim Erkkila

3. DISCUSS GENERAL PURPOSE OF TASK FORCE

A. Finances

B. Coordination

C. Trail Plan

D. ?

4. DISCUSS FREQUENCY OF MEETINGS-monthly, quarterly, bi-monthly, ?

A. if monthly, Suggest the ninth for January instead of the 2nd.

5. DISCUSS LOCATION/ROTATION OF MEETINGS

6. DISCUSS MEANS OF COMMUNICATION TO RESPECTIVE COUNCILS/COMMISSIONS

7. ELECT OFFICERS

A. Chair

B. Vice-Chair

8. MAILING LIST

TWIN LAKES TASK FORCE MEETING DECEMBER 5, 1991

1. Is Twin Lakes & Preserve Study "approved" by all City Councils & Parks Commissions?
2. Meetings/Procedure
Who is Coordinator & what Duties?
 - Call meetings
 - Set agenda
 - Chair meetings
 - Work with Consultant
 - OtherRecording Secretary?
3. What Timing Issues need to be included in work of Task Force?
4. Is a Feasibility Study the appropriate next step?
5. If yes what should it include?
 - Lower Twin Trail loop
 - Middle Twin Trail loop
 - Upper Twin Trail loop
 - Preserve/MAC Trail loop
 - MAC/Preserve Site
 - North Activity Area & trail head
 - Lake level control

Feasibility study topics (continued) ...

Boat Access facility

Other

When should the proposal be due?

When should the study be done?

6. Is there a need for action on the preliminary Hwy 100 plans relative to lakes & trails. (Should a position/response to MnDOT be prepared?)

7. Costs of Funding Consultant

Feasibility study (depends on scope)

Trails alone ±\$10,000

other

?

Meetings (not related to feasibility study) \$100 per event

1,000?

Plan reviews / position papers,

issues summaries

?

\$10,000-20,000

8. How much trail is in each City?

Brooklyn Center 2.8 miles 40%

Crystal 2.7 miles 38%

Robbinsdale 1.6 miles 23%

7.1 miles 100%

9. Set agenda for next meeting / assignments / date

- Hwy 100 issues / report

- Discuss feasibility study proposal / funding

- Lake Management issues ... pursue or drop?

- Other

DATE: December 9, 1991

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• Lake management issues ... pursue or drop

• Other



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

ADMINISTRATIVE OFFICE

December 13, 1991

Re: Utility Charges for 1992

Dear Crystal Property Owner/Resident:

At present, a number of City operations are financed by enterprise funds which derive 100% of their revenue from charges on your quarterly utility bill. Rates for these utilities are adjusted periodically to insure revenue matches expenditure levels so a positive balance can be continually maintained. At present, these operations include sanitary sewer and water service, street lighting and recycling. Effective January 1, 1992, this list will be expanded to include operations related to the City's storm sewer system.

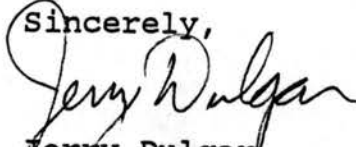
City costs associated with maintaining the 32 miles of storm sewer in addition to the open drainage ditches and ponds have increased over the years. These costs reflect an increase in City operations as the system ages, but also show the impact of new requirements at the State and Federal level. As an example, in 1992 Crystal must prepare a comprehensive local storm water management plan to meet provisions of Chapter 509 of State Law. The cost of this plan for Crystal alone is estimated at \$60,000.

Consistent with many Metro area communities, Crystal has opted to establish a storm water utility as the means to finance the operation of this system. In this way, charges can be equated to the relative amount of a lot's runoff instead of its assessed value. For a single family residential lot, the quarterly charge is set at \$2.25 or \$9.00 per year. For multi-family, commercial and industrial property, the charge increases dramatically based on the size of the lot and the amount of impervious surface (building and blacktop/concrete). As an example, an office or retail complex located on a five acre site would receive a quarterly storm sewer charge of \$325.00.

It is important to note that establishing rates for the various utility operations is heavily dependent on non-local cost factors over which Crystal has limited, if any, control. No matter how cost conscious the City is in its local operations, cost increases for sewer treatment, purchase of treated water, other utilities (gas, electric & telephone) and mandated programs must be passed on directly to the users. Utility operations are by law self supporting and cannot be subsidized by general funds derived from tax revenue.

This letter is being sent out in advance of the 1992 utility bills to explain the changes you will see on your upcoming invoice. If you have questions regarding your individual bill, please call City Hall at 537-8421.

Sincerely,



Jerry Dulgar
City Manager



William Monk
Public Works Director

WM:mb

CRYSTAL PLANNING COMMISSION MINUTES

December 9, 1991

The meeting of the Crystal Planning Commission convened at 7:00 p.m. with the following present: Anderson, Elsen, Kamp, Lundeen, Magnuson, Nystrom and Smith; the following was absent and resigned: Guertin; also present was Community Development Director Norris.

Moved by Commissioner Elsen and seconded by Commissioner Nystrom to approve the minutes of the November 12, 1991, meeting, with the following exception: Item #2 should read Vote 3 to 2 Motion failed.

Motion carried.

1. Chairperson Magnuson declared this was the time and the place as advertised for a public hearing to consider amendments to the City Code and to the Zoning Ordinance relating to nuisances. Community Development Director Norris explained the proposed amendments.

The Planning Commissioners had questions about the permissive language in Section 1, licensing requirement in Section 4, whether language in Section 8 was sufficient, use of putrescible and non-putrescible in Section 3 and about ensuring compost piles are referenced or excluded in terms of refuse definition.

The following were heard: Bob Schon, 3930 Jersey Ave. N., resident of Crystal since 1955, was concerned about outside storage of vehicles and thanked Commission for attempting to address problems.

Gary Joselyn, 4068 Hampshire Ave. N. and councilmember, hoped Section 4 could not be bypassed by buying a license and Section 8 seemed clear enough.

Chairperson Magnuson recommended the amendments be sent back to the City Attorney.

Moved by Commissioner Nystrom and seconded by Commissioner Smith to recommend to the City Council to continue until January 13, 1992, the discussion of amendments to the City Code Section 600, 605 and 635 relating to public health and safety regarding abatement of nuisances, refuse, abandoned property and refuse haulers regulations and to the Zoning Ordinance Section 515 regarding refuse, off-street parking and motor vehicles for sale parked in business and industrial districts.

Motion carried.

December 9, 1991 - Continued

2. Discussion items:

- A. Commissioners Marilyn Kamp and Debra Guertin are resigning, effective December 18, 1992. There are two openings in Ward 3 and one from any ward in the City.
- B. Commissioner Anderson inquired about the Planning Commission's request for clarification on the variance that the Council approved after the Planning Commission recommended denial. Community Development Director Norris stated the Council would be considering it at a future meeting, possibly December 18.

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

Motion carried.

The meeting adjourned at 7:42 p.m.

Chairperson Magnuson

Secretary Anderson

DUE DATE: NOON, WEDNESDAY, DECEMBER 11, 1991

MEMO TO: Jerry Dular, City Manager

MEMO FROM: Darlene George, City Clerk

ACTION NEEDED MEMO: From the December 3, 1991 Council Meeting

The items listed below are the actions requested by the City Council at their regular Council meeting of December 3, 1991. These items should be taken care of by noon, Wednesday, preceding the next regularly scheduled Council meeting and returned to the City Clerk for her review.

DEPARTMENT ITEM

ADMINISTRATIVE
SECRETARY

1. Consideration of minutes of the Regular City Council Meeting of November 19.
ACTION NEEDED: Correct minutes as follows: item #16, change the word "refused" to "objected to the".
ACTION TAKEN: Correction made December 4, 1991.

CONSENT AGENDA

FIRE CHIEF

1. Consideration of authorization for the Fire Department to use donated gambling funds for the purchase of a semi-automatic defibrillator with associated emergency medical equipment in the amount of \$4,400.
ACTION NEEDED: Proceed with purchase of defibrillator as approved by City Council.
ACTION TAKEN: Items ordered.

CITY CLERK

2. Consideration of a two-year Lawful Gambling Premises Permit application for Catholic Eldercare, Inc. at Knights of Columbus Hall, 4947 West Broadway.
 ACTION NEEDED: Certify resolution and notify applicant of Council approval.
 ACTION TAKEN: Resolution certified and applicant notified December 4, 1991.

REGULAR AGENDABUILDING
INSPECTOR

1. Consideration of authorization to issue a building permit to build a structure to enclose the recovery equipment used to remove contaminants, as requested by Target, 5539 West Broadway.
 ACTION NEEDED: Work with Target and MPCA and bring back to the Council on December 18, 1991.
 ACTION TAKEN: Have been working with Twin City Testing.

BUILDING
INSPECTOR

2. Consideration of authorization to issue a building permit to erect a sign at 6122 - 42nd Avenue North as requested by Brunswick United Methodist Church.
 ACTION NEEDED: Issue building permit as approved by the City Council.
 ACTION TAKEN: Letter sent to sign company informing them of Council's action.

PARK & REC.
DIRECTOR

3. Consideration of recommendations from the Park & Recreation Advisory Commission to (1) appoint a Citizen Advisory Committee to explore feasibility of a par-3 golf course in Crystal; (2) fund the Becker Park concert programming at the 1991 level.
 ACTION NEEDED: (1) instruct Park & Rec Advisory Commission to go ahead with the appointment of a Citizen Advisory Committee to explore feasibility of a par-3 golf course; (2) notify Finance Dept. of funding to be taken from Fund #77 in the amount of \$8,200.
 ACTION TAKEN: Park & Recreation Advisory Commission notified on December 4, 1991; Finance Department notified on December 5, 1991.

CITY ATTORNEY

4. Consideration of an amendment to the Crystal Fire Relief Association Bylaws relating to disability benefits.
 ACTION NEEDED: Work with Crystal Fire Relief Association to draft language to include retired firefighters.
 ACTION TAKEN: Completed.

ADMINISTRATIVE
SECRETARY

ACTION NEEDED: Place item on the December 18, 1991 Council Agenda.
 ACTION TAKEN: Item placed on Council Agenda for December 18, 1991.

ASSISTANT CITY
MANAGER/CITY
ATTORNEY

5. Reconsideration of a policy change to the Personnel Rules and Regulations regarding inclement weather.
 ACTION NEEDED: Rewrite policy with the "make-up time" option and bring back to Council when complete.
 ACTION TAKEN: Policy rewritten December 4, 1991; on Council Agenda for December 18, 1991.

ASSISTANT
MANAGER

6. Reconsideration of an early retirement policy for the City of Crystal.
 ACTION NEEDED: No action taken; possibly bring back to Council in six months to one year.
 ACTION TAKEN: On hold until??

CITY CLERK

7. Consideration of the Second Reading of an Ordinance to change side street side yard setback on certain properties.
 ACTION NEEDED: Send ordinance for publication.
 ACTION TAKEN: Faxed to Sun Post December 4, 1991.

PUBLIC WORKS
DIRECTOR

8. Consideration of a resolution approving local reconstruction of three relocation projects as part of Corps of Engineers Bassett Creek Flood Control Program.
ACTION NEEDED: Forward copy of resolution to the Bassett Creek Water Management Commission.
ACTION TAKEN: Resolution signed and forwarded to Commission.

CITY CLERK

9. Consideration of scheduling a work session to discuss State Aid street construction schedule and related issues.
ACTION NEEDED: Post notice of work session and schedule room for January 13, 1992 at 7 p.m.
ACTION TAKEN: Noted.

CITY ATTORNEY

10. Consideration of the 1992 City of Crystal Budget.
ACTION NEEDED: Prepare ordinance cancelling salary increases for the City Council for 1992 for the Second Reading on December 18, 1991.
ACTION TAKEN: Completed.

FINANCE DEPT.

- ACTION NEEDED: Proceed with execution of 1992 budget as approved by the City Council.
ACTION TAKEN: Budget as passed to be official document for 1992.

COMMUNITY
DEVELOPMENT
DIRECTOR

11. Consideration of a resolution scheduling a public hearing to consider expanding and modifying Bass Lake Road Development District and Tax Increment Financing District #1 with authorization to prepare appropriate documents.
ACTION NEEDED: Proceed with scheduling public hearing as approved by the City Council.
ACTION TAKEN: Hearing will be scheduled for February 18, 1992.

COMMUNITY
DEVELOPMENT
DIRECTOR

12. Consideration of a request for assistance from Paster Enterprises relating to expenses in resurfacing the parking lot at the Crystal Shopping Center.
ACTION NEEDED: Work with Paster Enterprises to include streetscape along Bass Lake Road and West Broadway as a part of the City's assistance.
ACTION TAKEN: Meeting with Paster December 6, 1991.

PUBLIC WORKS
DIRECTOR

13. Consideration of first reading of an ordinance and resolutions relating to utility rate increases for 1992.
ACTION NEEDED: Place second reading of the ordinance on the December 18, 1991 Council Agenda; send letter to residents advising of the increase in rates.
ACTION TAKEN: Resolution executed and ordinance ready for second reading.

CITY CLERK

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

OPEN FORUM

PUBLIC WORKS
DIRECTOR

1. Appearance by Raymond Northfield, 3418 Florida Avenue, regarding concerns at 34th & Douglas (no sand), 32nd & Douglas (crosswalk), and drainage problem from neighbors property.
ACTION NEEDED: Check 34th & Douglas Drive for sanding conditions, continue negotiation for a crosswalk at 32nd & Douglas.
ACTION TAKEN: Being reviewed for possible action on crosswalk. Sanding rectified with operator.

INFORMAL DISCUSSION AND ANNOUNCEMENTS

CITY ATTORNEY

1. Discussion regarding a change of City Council terms from 3 years to 4 years.
ACTION NEEDED: Prepare required ordinance for first reading.
ACTION TAKEN: In process.



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

ADMINISTRATIVE OFFICE

Memorandum

DATE: December 16, 1991

TO: All Applicants for City of Crystal Commissions for
Terms Beginning January 1, 1992

FROM: Darlene George, City Clerk *Darlene*

SUBJECT: Your Application for Appointment/Reappointment to
a City of Crystal Commission

Your application for appointment/reappointment to a City of Crystal commission was received in this office.

All applications will be submitted to the City Council for their review. On January 7, 1992, at its regular meeting, the City Council will be making the appointments. **New applicants to a commission must appear at this meeting to be interviewed by the City Council. Applicants for reappointment are invited to attend this meeting for the interviews, but it is not mandatory that you attend.**

The meeting will begin at 7 p.m. and will be held in the Council Chambers, Crystal Municipal Building, 4141 Douglas Drive. If you have any questions or need further information, please contact me at 537-8421 extension 131.

cc: Jerry Dulgar, City Manager
Crystal City Councilmembers



CITY of CRYSTAL

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

December 17, 1991

Mary Fandrey
10513 Maryland Road
Bloomington, MN 55438

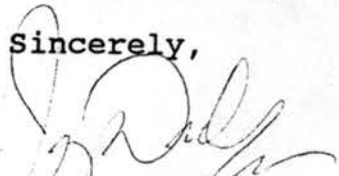
RE: Employee Recognition Program

Dear Mary:

The City of Crystal staff, Employee Committee, and management have selected you to be recognized as the Employee of the Month for December. You were selected, Mary, because of your outstanding work performance, contributions to your department, and leadership.

Congratulations, Mary, for being selected in the Crystal Employee Recognition Program!

Sincerely,


Jerry Dulgar
City Manager

JD/js

Betty Herbes
Mayor

John G. Moravec
Councilmember
Section I

Pauline Langsdorf
Councilmember
Ward 1

E. Gary Joselyn
Councilmember
Ward 2

Jack Irving
Councilmember
Section II

Elmer Q. Carlson
Councilmember
Ward 3

Garry A. Grimes
Councilmember
Ward 4

Jerry Dulgar
City Manager



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

December 17, 1991

Joan Schmidt
6008 Louisiana Ave. N.
New Hope, MN 55428

Re: 1991 Employee of the Year

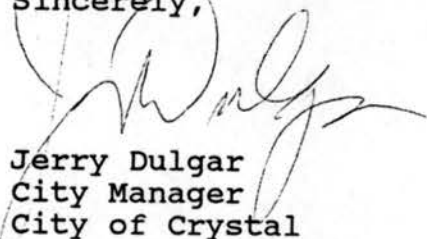
Dear Joan:

The City of Crystal's City Manager Jerry Dulgar, Mayor Betty Herbes, Councilmembers Moravec, Langsdorf, Joselyn, Irving, Carlson, and Grimes congratulate you on being selected the 1991 City of Crystal Employee of the Year. We thank you for your hard work, leadership, and contributions to the City not only for 1991 but for your past years of service also.

The 1991 Employee of the Year Award is a great honor and we are proud to have you as a member of the City of Crystal staff.

Again, congratulations Joan as the 1991 Employee of the Year!

Sincerely,



Jerry Dulgar
City Manager
City of Crystal

JD/js

Memorandum

DATE: December 17, 1991
TO: City Councilmembers
FROM: Jerry Dulgar
SUBJECT: Employee of the Year Award

Listed below are the candidates that were chosen throughout the year to receive recognition. From these candidates Joan Schmidt was chosen to be the recipient of the Employee of the Year Award.

Jan Scofield	- January
Joan Schmidt	- February
Linda Hart	- March
Todd Gustafson	- April
Kelli Wick	- June
Don Buechele	- October
Doug Strande	- November
Mary Fandrey	- December

Memorandum

DATE: December 18, 1991
TO: Jerry Dulgar, City Manager
FROM: Employee Committee and Holiday Committee
SUBJECT: Food Shelf

Attached find the results of food items and money that was donated to the North-suburban Emergency Assistance Response (NEAR) by the employees of the City of Crystal today.

The employees as well as citizens are also generously giving items to Santa Anonymous. We have had a great response to both programs!



North-suburban Emergency Assistance Response

Serving residents of Crystal-New Hope-Robbinsdale
P.O. Box 22555, Robbinsdale, Minnesota 55422

Phone: 533-2836

Date

12/18/91

RECEIVED OF

City of Crystal

163

POUNDS OF FOOD

\$1.00

MONEY

WE THANK YOU FOR YOUR GENEROSITY. MAY GOD BLESS YOU!

JAN MONROE

CORRESPONDING SECRETARY

Paster Enterprises

DEVELOPMENT AND MANAGEMENT OF SHOPPING CENTERS
2227 University Ave. • St. Paul, MN 55114 • 612-646-7901 • Fax 612-646-1389

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

December 12, 1991

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

Ms. Anne L. Norris
Community Development Director
City of Crystal
4141 Douglas Drive North
Crystal, Minnesota 55422-1696

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

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

Dear Anne:

Congratulations on the outstanding article that appeared in the December issue of Business Media. A great piece of public relations work!

LEXINGTON PLAZA SHOPPES
Lexington & Larpenteur
Roseville, Minnesota

I received your card yesterday. I also enjoyed the opportunity to meet with you and Jerry last Friday. I appreciate your willingness to meet in a work session with the Council to present our position and thank you for your continued cooperation in this matter.

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

I look forward to hearing from you in the near future.

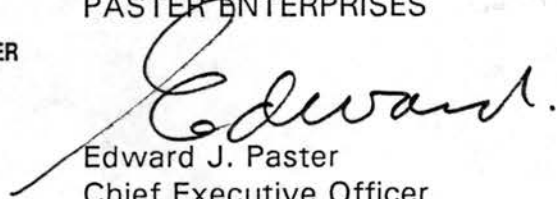
MOUNDSVIEW SQUARE
Hwy. 10 & Long Lake Road
Mounds View, Minnesota

Best personal regards,

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

PASTER ENTERPRISES

SIBLEY PLAZA
West 7th Street
St. Paul, Minnesota


Edward J. Paster
Chief Executive Officer

EJP:mm

SOUTHVIEW SHOPPING CENTER
Southview Blvd. & 12th Street
South St. Paul, Minnesota

CC: JOHN STREETER
JERRY DULGAR.



Member of
International Council
of Shopping Centers

Paster Enterprises

DEVELOPMENT AND MANAGEMENT OF SHOPPING CENTERS
2227 University Ave. • St. Paul, MN 55114 • 612-646-7901 • Fax 612-646-1389

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

December 12, 1991

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Bass Lake Road & West Broadway
Crystal, Minnesota

Ms. Anne L. Norris
Community Development Director
City of Crystal
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Crystal, Minnesota 55422-1696

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Farmington, Minnesota

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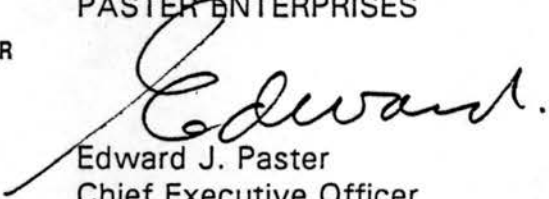
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MOUNDSVIEW SQUARE
Hwy. 10 & Long Lake Road
Mounds View, Minnesota

Best personal regards,

PASTER ENTERPRISES

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


Edward J. Paster
Chief Executive Officer

SIBLEY PLAZA
West 7th Street
St. Paul, Minnesota

EJP:mm

SOUTHVIEW SHOPPING CENTER
Southview Blvd. & 12th Street
South St. Paul, Minnesota

CC: JOHN STREETER
JERRY DULGAR.



Member of
International Council
of Shopping Centers

ORDINANCE NO. 88-3

AN ORDINANCE RELATING TO CITY COUNCIL MEETINGS: AMENDING CRYSTAL CITY CODE, SUBSECTIONS 200.07 AND 200.15: REPEALING CRYSTAL CITY CODE, SUBSECTION 200.13; AND ADDING A SUBSECTION TO SECTION 200.

THE CITY OF CRYSTAL DOES ORDAIN:

Section 1. Crystal City Code, Subsection 200.05 is amended to read:

200.05. Presiding Officer and Secretary. The Mayor ~~shall preside~~ presides at all meetings of the Council. The Council ~~shall~~ must choose from its members a Mayor pro tem in accordance with Section 2.08 of the Charter. The Secretary of the Council ~~shall be~~ is appointed by the Council and ~~shall perform~~ performs those duties stated in Section 3.02 of the Charter; ~~in his absence, the Manager shall arrange for personnel to function in the capacity of Secretary to the Council.~~ The City Clerk is the Secretary of the Council.

Sec. 2. Crystal City Code, Section 200, is amended by adding a subsection to read:

200.17. Order of Business. At the time designated for the meeting, the presiding officer will call the meeting to order. The normal order of business of the Council is:

- (1) Call to Order;
- (2) Roll Call;
- (3) Pledge of Allegiance to the Flag;
- (4) Correction and approval of the minutes of the previous meetings;
- (5) Consent Agenda;
- (6) Public Hearings;
- (7) Regular agenda items;
- (8) Open Forum (opportunity for persons in attendance to address the Council regarding items of concern. Each person will be allowed three minutes to speak and no item may be addressed more than ten minutes. No Council action may be taken on any item brought before the Council on Open Forum. The Council may place items brought before it on Open Forum on agendas for subsequent Council meetings, and staff reports may be requested);

(9) Informal discussions and announcements;

(10) Licenses;

(11) Adjournment.

The Council, at its discretion, may depart from the above order.

Sec. 3. Crystal City Code, Subsection 200.15, is amended to read:

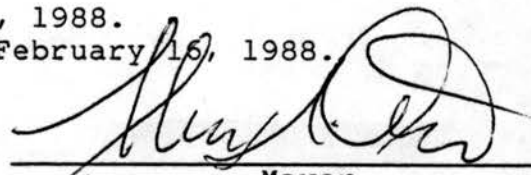
200.15. Signing and Publishing of Ordinances. Ordinances ~~shall~~ must be signed in accordance with Section 3.08 of the Charter, attested by the Clerk, and published after ~~its~~ passage by the Council, and recorded by the Clerk in a properly indexed book kept for that purpose ~~by him~~.

Sec. 4. Crystal City Code, Subsection 200.13 is repealed.

Sec. 5. This ordinance is effective in accordance with Crystal City Code, Subsection 110.11.

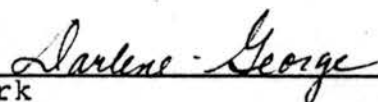
First Reading: February 2, 1988.

Adopted by City Council: February 16, 1988.



Mayor

ATTEST:



City Clerk

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