

Justin D. Ebel  
27340 128<sup>th</sup> Street  
Zimmerman, MN 55398  
(612)221-7694

May 1<sup>st</sup>, 2016

Community Planning and Economic Development  
Development Services Division  
250 South 4<sup>th</sup> Street, Room 300  
Minneapolis, MN 55415-1316

To: Community Planning and Economic Development

I am appealing the decision from the Board of Adjustment that was made April 21<sup>st</sup>, 2016. The reason I am requesting for this appeal is that I was not aware that I would need documentation to support the testimony that was given before the board. I now have proper documentation to support my testimony.

Sincerely,



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Justin D. Ebel

Applicant's signature confirms that there are no changes. Failure to report changes will result in fines.

minneapolis  
city of lakes

### LICENSE ANNUAL BILLING

LICENSE  
L049 20998

Applicant Name DAIE EBEL

Bus. Phone 612 522-4444

Signature [Signature]

Date 6-18-10

Class L049 20998 MOTOR VEHICLE DEALER - USED ONI Units 1 Fee 380.00

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PAID  
AUG 02 2010  
BY: STM

DBA: CRYSTDALE INC  
2638 WEST BROADWAY

Date Due: 01-JUL-10  
Amount Due: \$ 380.00  
Late Penalty: 76  
Total: 456-

Licenses and Consumer Services  
Minneapolis City Hall Room 1-C  
Phone: (612) 673-2080

Make Checks Payable To: MINNEAPOLIS FINANCE DEPARTMENT

0049828998 00000380000000000000000075630004902099

Have you been convicted of a crime in the past five years?  YES  NO

Have there been any changes to your business including but not limited to new owners, partners or corporate officers; expansion of your premises or services; or contact information?  YES  NO If Yes, list the specific changes.

- 1.
- 2.
- 3.

I understand I am required to report any change to my business to the City of Minneapolis Division of Licenses and Consumer Services.

### WORKERS' COMPENSATION

Workers' Compensation Company (Insurance Company Name) Policy Number Dates of Coverage Starting Ending

Or

I certify that I am not required to carry workers' compensation insurance because:  I am self insured.  I am the sole proprietor and I have no employees.  I have no employees who are covered by workers' compensation law. Only employees who are specifically exempted by statute are not covered by the workers' compensation law. These include: spouse, parents, and children regardless of age. All other workers whose work is controllable by the employer must be covered.

### VERIFICATION

The data which you furnish on this application will be used by the City of Minneapolis to assess your qualifications for licensure. This information is required by law. Disclosure of this information is voluntary. You are not legally required to provide this data, however if you fail to do so, the City of Minneapolis may be unable to process this application. Disclosure of your Social Security number, Minnesota Tax ID Number, or Individual Tax ID Number is required by Minnesota Statutes 270C.72 and your Social Security number may be requested by and released to the Minnesota Commissioner of Revenue. After issuance of a license, all information contained in this application, except your Social Security Number, will be public information pursuant to Minnesota Statutes, Chapter 13. The information provided above will be verified by the Minnesota Department of Labor and Industry and individuals are subject to a \$2,000 penalty if the information is false.

A SIGNATURE IS REQUIRED IN ORDER TO PROCESS THIS APPLICATION

I, (name) DAIE EBEL, certify or declare under penalty of perjury under the laws of the State of Minnesota that the foregoing is true and correct. All information given is subject to verification by the State of Minnesota.

SIGNATURE OF APPLICANT [Signature] DATE 6-8-10

PRINT NAME DAIE EBEL TITLE Pres

AFFIDAVIT OF THE AUTHORIZED REPRESENTATIVE OF THE CITY OF MINNEAPOLIS

STATE OF MINNESOTA }  
COUNTY OF HENNEPIN }

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I, Allan D. Olson being first duly sworn on oath state:

1. That I am an authorized representative of the City of Minneapolis as designated by the governing body of the City of Minneapolis pursuant to Minnesota Statutes, Section 65A.50 and the City of Minneapolis Resolution of March 16, 1996.
2. The property located in the City of Minneapolis at the following address was insured and damaged by fire and/or explosion:

**Address:** 2638 West Broadway  
**Date of loss:** 05/03/11  
**Claim#** 67-1404-11  
**Policy#** N/A  
**GAB File#** 56527-83179  
**Insured:** Dale Ebel, Crystdale, Inc  
**Mortgage Co:** N/A

3. That the damaged, insured premises violates the following health and safety standards:

**STANDARDS VIOLATED:**

The property located at **2638 West Broadway, Minneapolis Mn 55411**, sustained damage from a fire on or about **5/3/11**. Per the Minnesota State Building Code, Chapter 1300, Section 1300.0180, the use of this building is considered to be unsafe as it has sustained damage due to fire. This building also constitutes a nuisance condition under Minneapolis Housing Maintenance Code. The building must be brought into compliance with the 2000 International Residential Code, State Building Code, National Electric Code and the Minneapolis Housing Maintenance Code before occupancy may occur.

We require that funds be held in escrow as surety for the repair, replacement or removal of the damaged structure.

4. That escrow of the withheld amount is necessary as surety for the repair, replacement, or removal of the damaged structure.

Further Affiant sayeth naught.

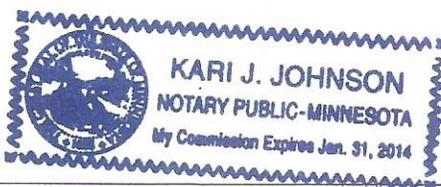
Subscribed and sworn to before me this

27<sup>th</sup> Day of June, 2011

Kari J. Johnson  
Notary Public

My Commission expires:

Allan D. Olson



In case of Settlement cc:

Insurer  
Insured  
All Mortgagees

In case of Judgment cc:

Insurer  
Insured  
All Mortgagees  
Court where Judgment Entered

S T A T E O F M I N N E S O T A

# Dealer License Certificate

DEALER NUMBER: DLRI8248

EXPIRATION: MARCH 31, 2012

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Name:

CRYSTDALE INC

Dealer Type:

USED

DBA:

HOLLY DAYS AUTO SALES

Address:

2638 WEST BROADWAY  
MPLS, MN 55411

Additional Loc:

Owners/Officers:

HOLLY J JACOBSON



**Driver & Vehicle Services**



**MINNESOTA DEPARTMENT OF PUBLIC SAFETY  
DRIVER AND VEHICLE SERVICES**  
445 Minnesota Street, Suite 186, St. Paul, MN 55101-5186  
PHONE: 651-296-2977 FAX: 651-297-1480 EMAIL: DealerQuestion@mndriveinfo.org

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BOND NUMBER: 16115245
DEALER NUMBER:

**MOTOR VEHICLE DEALER LICENSE SURETY BOND**

KNOW ALL MEN BY THESE PRESENTS, That we \_\_\_\_\_ Effective Date: February 3, 2012

Firm Name, Individual Name, or all Names of all Partner's Crystdale, Inc.

Doing Business As (business name): Holly Days Auto Sales

Check One:  Individual Owner  Partnership  Corporation  L.L.C.

Business Address (Must be the same as dealer license application) 2638 W. Broadway,  
Minneapolis, MN 55411

as principal, and WESTERN SURETY COMPANY as surety are held and firmly bound to the State of Minnesota to indemnify the State of Minnesota and any transferor, or seller, or purchaser of a motor vehicle for any monetary loss caused by failure of the Principal to meet the obligations imposed by the laws of this state, including the conduct required of a licensee by Minnesota Statutes, section 168.27, and the payment of all taxes, license fees, and penalties, in the amount for which payment is to be made and for which we bind ourselves, jointly and severally, our joint and several heirs, executor, administrators, successors and assigns, provided that the aggregate liability under this bond shall not exceed the amount indicated below during the term for which it is issued.

Dealer Bond in the amount of \$ 50,000.00  
Term: From \_\_\_\_\_, \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_ or  
Continuous: From: February 3, 2012.

WHEREAS, the above bonded Principal desires that a motor vehicle dealer's license be issued by the Registrar of Motor Vehicles, State of Minnesota; and

WHEREAS, this bond executed by the said Principal and Surety is filed with the Registrar in compliance with the provisions of Minnesota Statutes, section 168.27, subdivision 24, to enable said Principal to obtain a license from the Registrar of Motor Vehicles under the provision of that law,

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the obligations imposed by the laws of this state, including taxes, license fees and penalties, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

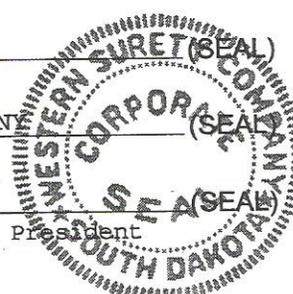
THIS BOND may be canceled at any time as to the future liability upon the Surety's giving a least thirty (30) days written notice to the Registrar of Motor Vehicles of the State of Minnesota, in which event the Surety's liability shall terminate at the expiration of such notice period except as to all acts covered by this bond occurring prior thereto.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation  
this 3rd day of February, 2012.

Crystdale, Inc. dba Holly Days Auto  
Sales (SEAL)  
Principal (Business Name)

By: \_\_\_\_\_  
Principal Must Sign

By: Paul T. Brufat (SEAL)  
WESTERN SURETY COMPANY  
Surety  
Paul T. Brufat, Senior Vice President





Contact Office Inspection NonComps

Dealer# DLR90737

Ownership: Corporation Lic Type: Parts Lic Exp: 01/14  
Renewal: Y NonComps: 0 Status: Expired Status Exp:

Name: BASE VENTURES INTERNATI Find Name

Addr: 2638 W BROADWAY AVE

City: MPLS Zip: 55112

County: 27 HENNEPIN Region: 03

Phone: 612-276-3508 Fax: 651-319-9003

Email: oluwaseyi@base-ventures.com

Hours: M-F 10-4

Addn Loc: Phone2:

DBA:

Other Dlr #'s

Four empty input boxes for DBA information.

Input boxes containing 37526, DRW10677, and two empty boxes for Other Dlr #'s.

Comments:

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Update Contact

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Contact Office Inspection NonComps

Dealer# DLR37526

Ownership: Corporation Lic Type: Used Lic Exp: 01/14

Renewal: N NonComps: 2 Status: Cancelled Status Exp:

Name: BASE VENTURES INTERNATL Find Name

DBA: Other Dlr #'s

Addr: 2638 W BROADWAY AVE

DRW10677

City: MINNEAPOLIS Zip: 55112

90737

County: 27 HENNEPIN Region: 03

Phone: 612-276-3508 Fax: 651-319-9003

Email: OLUWASEYI@BASE-VENTURES.

Comments:

Hours: M-F 10-4

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Addn Loc: Phone2:

Update Contact

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MINNESOTA DEPARTMENT OF PUBLIC SAFETY  
DRIVER AND VEHICLE SERVICES

445 Minnesota Street  
Saint Paul, MN 55101-5186  
Phone: (651) 296-2977 Fax: (651) 297-1480  
Web: dvs.dps.mn.gov Email: DVS.DealerQuestion@state.mn.us

OFFICE USE ONLY

DEALER NUMBER: \_\_\_\_\_

DATE RECEIVED: \_\_\_\_\_

INITIALS: \_\_\_\_\_

**Verification of Property Lease**

According to Minnesota Statute 168.27, Subd. 10 - **Place of Business**, all licensees under this section (New, Used, Lessor, Wholesaler, Auction, Used Limited, DSB) shall have an established place of business, which shall include owned or a minimum lease term of one year by the licensee.

*Note: If Owned - Proof of Property Ownership is required. Example: Property Tax Statement.*

NAME OF DEALERSHIP: Vince Automotive Group

State of Minnesota  
County of: HENNEPIN

I, Dale Ebel, being first duly sworn, depose and say  
(Owner of Property)

that I am the owner of the property located at 2638 West Broadway Avenue  
(Street Address)  
WYPLS, MN 55411  
(City) (State and Zip Code)

and certify that I have leased the above property to

Vince Automotive group  
(Name of the Lessee/Dealer Owner)

from 7-1-14 to 8-1-14  
(Effective Date) (Termination Date)

X [Signature]  
SIGNATURE OF PROPERTY OWNER

DATE: 7-1-14 OJE  
7-14-14

Signed and sworn before me by  
Dale Ebel  
This 1st day of July 2014  
X Mildred Mary Maust  
(Notary Public)  
My commission expires 12-1-15



Contact Office Inspection NonComps

Dealer# DLR38137

Ownership: Corporation Lic Type: Used Lic Exp: 03/15

Renewal: N NonComps: 5 Status: Cancelled Status Exp:

Name: VINCE AUTOMOTIVE GROUP Find Name

DBA: Other Dlr #'s

Addr: 2638 W BROADWAY AVE N

37396

City: MINNEAPOLIS Zip: 55411

County: 27 HENNEPIN Region: 03

Phone: 612-999-0877 Fax: 612-999-0877

Email: ofur414@gmail.com

Comments:

Hours: FRI 12-4

Large text area for comments with scroll arrows

Addn Loc: Phone2:

Update Contact

# Commercial Lease

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This Lease is made on 7-14-14, between Justin Earl,  
Landlord, of 2638 W. Broadway, City of  
Mpls, State of Minnesota, and  
Vince Auto group, Tenant, of 2638 W. Broadway Ave N,  
City of Mpls, State of MN.

1. The Landlord agrees to rent to the Tenant and the Tenant agrees to rent from the Landlord the following property:

2638 W. Broadway Ave N.

2. The rental payments will be \$ 1300.00 per month and will be payable by the Tenant to the Landlord on the 1st day of each month, beginning on 8-1-14. If any rental payment is not paid within five (5) days of its due date, the Tenant agrees to pay an additional late charge of 5% (five percent) of the rental payment due.

3. The term of this Lease will be from 8-1-14, until 8-1-15. If Tenant is in full compliance with all of the terms of this Lease at the expiration of this term, Tenant shall have the option to renew this Lease for an additional term of 1 year, with all terms and conditions of this Lease remaining the same, except that the rent shall be \$ 1400.00. If the Tenant remains as tenant after the expiration of this Lease with the consent of the Landlord but without signing a new lease, a month-to-month tenancy will be created with the same terms and conditions as this Lease, except that such new tenancy may be terminated by ninety (90) days written notice from either the Tenant or the Landlord, and that the rent shall be \$ 1400.00.

4. The Tenant has paid the Landlord a security deposit of \$ 0. This security deposit will be held as security for the repair of any damages to the property by the Tenant. This deposit will be returned to the Tenant within ten (10) days of the termination of this Lease, minus any amounts needed to repair the property, but without interest.

5. The Tenant has paid the Landlord an additional month's rent in the amount of \$ 0. This rent deposit will be held as security for the payment of rent by the Tenant. This rent payment deposit will be returned to the Tenant within ten (10) days of the termination of this Lease, minus any rent still due upon termination, but without interest.

6. The Tenant agrees to use the property only for the purpose of carrying on the following lawful business:

Auto Sales

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7. The Landlord agrees that the Tenant may install the following equipment and fixtures for the purpose of operating the Tenant's business and that such equipment and fixtures shall remain the property of the Tenant:

None

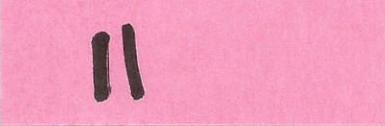
8. The Tenant has inspected the property and has found it satisfactory for its intended purposes. The Landlord shall be responsible for the repair and upkeep of the exterior of the property, including the roof, exterior walls, parking areas, landscaping, and building foundation. The Tenant shall be responsible for the repair and upkeep of the interior of the property, including all electrical, mechanical, plumbing, heating, cooling, or any other system or equipment on the property. Tenant agrees to maintain the interior of the property and the surrounding outside area in a clean, safe, and sanitary manner and not to make any alterations to the property without the Landlord's written consent. At the termination of this Lease, the Tenant agrees to leave the property in the same condition as when it was received, except for normal wear and tear. Tenant also agrees to comply with all rules, laws, regulations, and ordinances affecting the property or the business activities of the Tenant.

9. The Tenant agrees to obtain and pay for all necessary utilities for the property.

10. The Tenant agrees not to sub-let the property or assign this Lease without the Landlord's written consent, which shall not be unreasonably withheld. Tenant agrees to allow the Landlord reasonable access to the property for inspection and repair. Landlord agrees to enter the property only after notifying the Tenant in advance, except in an emergency.

11. If the Tenant fails to pay the rent on time or violates any other terms of this Lease, the Landlord will provide written notice of the violation or default, allowing 15 days to correct the violation or default. If the violation or default is not completely corrected within the time prescribed, the Landlord will have the right to terminate this Lease with 30 days notice and in accordance with state law. Upon termination of this Lease, the Tenant agrees to surrender possession of the property. The Landlord will also have the right to re-enter the property and take possession of it, remove Tenant and any equipment or possessions of Tenant, and to take advantage of any other legal remedies available.

12. The Landlord agrees to carry fire and casualty insurance on the property, but shall have no liability for the operation of the Tenant's business. The Tenant agrees not to do anything that will increase the Landlord's insurance premiums and, further agrees to indemnify and hold the Landlord harmless from any liability or damage, whether caused by Tenant's operations or otherwise. The Tenant agrees to carry and pay all premiums for casualty insurance on any equipment or fixtures that Tenant installs at the property. In addition, the Tenant agrees to carry business liability insurance, including bodily injury and property damage coverage, covering all Tenant's business operations in the amount of \$ 600,000 with the Landlord named as a co-insured party. Tenant agrees to furnish Landlord copies of the insurance policies and to not cancel the policies without notifying the Landlord in advance. Tenant agrees to provide Landlord with a Certificate of Insurance which indicates that Landlord is a co-insured party and that Landlord shall be provided with a minimum of ten (10) days written notice prior to cancellation or change of coverage.



13. This Lease is subject to any mortgage or deed of trust currently on the property or which may be made against the property at any time in the future. The Tenant agrees to sign any documents necessary to subordinate this Lease to a mortgage or deed of trust for the Landlord.

14. This Lease may only be terminated by 60 days written notice from either party, except in the event of a violation of any terms or default of any payments or responsibilities due under this Lease, which are governed by the terms in Paragraph 11 of this Lease.

15. Tenant agrees that if any legal action is necessary to recover the property, collect any amounts due under this Lease, or correct a violation of any term of this Lease, Tenant shall be responsible for all costs incurred by Landlord in connection with such action, including any reasonable attorney's fees.

16. As required by law, the Landlord makes the following statement: "Radon gas is a naturally-occurring radioactive gas that, when accumulated in sufficient quantities in a building, may present health risks to persons exposed to it. Levels of radon gas that exceed federal and state guidelines have been found in buildings in this state. Additional information regarding radon gas and radon gas testing may be obtained from your county health department".

17. The following are additional terms of this Lease:

*Must pay Rent on Area leased or will move!*

*Keep Current City and state licensing as well as Bond*

18. The parties agree that this Lease, including the following attachments: *and Insurance*

*Have the Option to Renew lease after two years.*

is the entire agreement between them and that no terms of this Lease may be changed except by written agreement of both parties. This Lease is intended to comply with any and all applicable laws relating to landlord and tenant relationships in this state. This Lease binds and benefits both the Landlord and Tenant and any heirs, successors, representatives, or assigns. This Lease is governed by the laws of the State of Minnesota.

  
\_\_\_\_\_  
Signature of Landlord

  
\_\_\_\_\_  
Signature of Tenant

*Justin Ebel*  
\_\_\_\_\_  
Name of Landlord

\_\_\_\_\_  
Name of Tenant



## Jordan Area Community Council (JACC)

*We organize people, knowledge and capital for the collective empowerment of Jordan Neighborhood*

January 8, 2016

### JACC Board of Directors

Scottie Tuska  
*Board Chair*

Nathaniel Orr  
*Vice Chair*

Alexis Pennie  
*Treasurer*

Jeff Skrenes  
*Housing Chair*

Roger Smithrud  
*C&S Chair / Member at Large*

Dorothy Thomas  
*Board Member*

Lisa Evans  
*Board Member*

Nancy Erdmann  
*Board Member*

Debra Wagner  
*Board Member*

Michael Pugh  
*Board Member*

Attn: CPED Staff and/or City of Minneapolis Zoning Department

RE: STATES AUTO CORP.

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To whom it may concern,

On November 11, 2015 Kelly Montes and Cuauhtlel Quetzalcoatl owners of State Auto Corp., locate on West Broadway in the Jordan neighborhood, presented before the JACC Board to get support for their business.

The Jordan Area Community Council Board and Housing Committee extends their support for the continued use of this site for the purposes the business owners have intended. This site has been used for the purpose of a used car dealership for almost 40 years and their intent is to continue in this line of business.

If you have any questions, please feel free to contact our office at 612-886-4539. Thank you for your time.

Sincerely,

Cathy Spann  
Executive Director, Jordan Area Community Council