



**CITY COUNCIL REGULAR AGENDA**  
**MONDAY, NOVEMBER 01, 2021**  
**CITY HALL at 7:00 PM**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ADDITIONS OR CORRECTIONS TO AGENDA**
- 5. DISCUSSION FROM THE FLOOR**
- 6. CONSENT AGENDA**
  - [A.](#) Approval of Minutes - October 18, 2021 City Council Meeting
  - [B.](#) Sign Permit
  - [C.](#) Contractor Licenses
- 7. DEPARTMENT REPORTS**
  - [A.](#) Code Enforcement Report
  - [B.](#) Public Works Report
- 8. ORDINANCES AND/OR RESOLUTIONS**
  - [A.](#) Ordinance 477, An Ordinance Amending Chapter 16 of the City Code Relating to Daycare Facilities
  - [B.](#) Resolution 21-43, Authorizing Summary Publication of Ordinance 477, An Ordinance Amending Chapter 16 of the City Code Relating to Daycare Facilities
  - [C.](#) Resolution 21-44, Resolution Granting Approval of Conditional Use Permit for Shashe Market at 8421 Center Drive NE
  - [D.](#) Resolution 21-45, Approving a Variance from the Front Yard Setback to Allow Construction of Landing and Steps Within Front Yard Setback at 790 Manor Drive NE
  - [E.](#) Resolution 21-46, Approving Preliminary and Final Plat for Atlas Commercial Park
- 9. NEW BUSINESS**
  - [A.](#) Authorization to Begin Hiring Process for Police Officer Position
  - [B.](#) Approve 2022 Agreement for Towing and Impound Services with Citywide Service Corp.
  - [C.](#) Schedule November Work Session - November 8, 2021 at 5:30pm
- 10. REPORTS**
  - A. Attorney Report
  - [B.](#) Engineer Report
  - C. Administrator Report
- 11. OTHER**
  - [A.](#) Correspondence
- 12. ADJOURN**

**SEE REVERSE SIDE FOR RULES FOR PUBLIC HEARINGS AND**  
**DISCUSSION FROM THE FLOOR**

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the City Clerk at 1301 81<sup>st</sup> Avenue NE, Spring Lake Park, MN 55432. Ph.763-784-6491 at least 48 hours in advance.

## **RULES FOR DISCUSSION FROM THE FLOOR AND PUBLIC HEARINGS**

### **DISCUSSION FROM THE FLOOR**

- Discussion from the floor is limited to three minutes per person. Longer presentations must be scheduled through the Administrator, Clerk/Treasurer's office.
- Individuals wishing to be heard must sign in with their name and address. Meetings are video recorded so individuals must approach the podium and speak clearly into the microphone.
- Council action or discussion should not be expected during "Discussion from the Floor." Council may direct staff to research the matter further or take the matter under advisement for action at the next regularly scheduled meeting.

### **PUBLIC HEARINGS**

The purpose of a public hearing is to allow the City Council to receive citizen input on a proposed project. This is not a time to debate the issue.

The following format will be used to conduct the hearing:

- The presenter will have a maximum of 10 minutes to explain the project as proposed.
- Councilmembers will have the opportunity to ask questions or comment on the proposal.
- Citizens will then have an opportunity to ask questions and/or comment on the project. Those wishing the comment are asked to limit their comments to 3 minutes.

In cases where there is a spokesperson representing a group wishing to have their collective opinions voiced, the spokesperson should identify the audience group he/she is representing and may have a maximum of 10 minutes to express the views of the group.

- People wishing to comment are asked to keep their comments succinct and specific.
- Following public input, Councilmembers will have a second opportunity to ask questions of the presenter and/or citizens.
- After everyone wishing to address the subject of the hearing has done so, the Mayor will close the public hearing.
- The City Council may choose to take official action on the proposal or defer action until the next regularly scheduled Council meeting. No further public input will be received at that time.

## OFFICIAL PROCEEDINGS

Pursuant to due call and notice thereof, the regularly scheduled meeting of the Spring Lake Park City Council Regular was held on October 18, 2021 at the City Hall, at 7:00 PM.

### 1. CALL TO ORDER

Mayor Nelson called the meeting to order at 7:00 PM.

### 2. ROLL CALL

#### MEMBERS PRESENT

Mayor Bob Nelson

Councilmember Ken Wendling

Councilmember Brad Delfs

Councilmember Barbara Goodboe-Bisschoff

Councilmember Lisa Dircks

#### STAFF PRESENT:

Building Official Jeff Baker, Police Chief Josh Antoine, Public Works Director Terry Randall, Recreation Director Kay Okey, City Attorney John Thames, Administrator Daniel Buchholtz

### 3. PLEDGE OF ALLEGIANCE

### 4. ADDITIONS OR CORRECTIONS TO AGENDA

Administrator Buchholtz requested that the SCORE Recycling Supplemental Grant Agreement be added as Item 9E. He requested that Approval of Change in Recycling Day be added as item 9F.

### 5. PRESENTATION

#### A. Oath of Office to Police Patrol Sergeant Richard Kramer

Administrator Buchholtz administered the oath of office to Sergeant Richard Kramer.

### 6. DISCUSSION FROM THE FLOOR -- None

### 7. CONSENT AGENDA

- A. Approval of Minutes - October 4, 2021 Council Meeting Minutes
- B. Approval of Minutes - October 11, 2021 Council Work Session
- C. Approval of Claims - September 2021 General Disbursements - \$265,172.40
- D. Contractor's Request for Payment No. 4/Final - 525 Osborne Rd Utility Project
- E. Contractor's Request for Payment No. 3/Final - 2021 Seal Coat Project
- F. Accept Letter of Resignation from Officer Corbin Peterson
- G. Contractor Licenses

Motion made by Councilmember Wendling to approve the Consent Agenda.

Voting Yea: Councilmember Wendling, Councilmember Delfs, Councilmember Goodboe-Bisschoff, Councilmember Dircks, Mayor Nelson. Motion carried.

## **8. DEPARTMENT REPORTS**

### A. Police Report

Chief Antoine reported there were 730 calls for service in September, which was an increase from September 2020. He noted that the increase in calls is due in part to the way Anoka County Dispatch counts mental health calls. He reported that Sergeant Kramer has trained Officer Imig for the role of School Resource Officer. He said that he has been busy coordinating the hiring process for two new officers. He also noted that he attended an Anoka County Chiefs Meeting and attended a meeting of the House Capital Investment Committee about Highway 65 improvements in Spring Lake Park and Blaine.

### B. Recreation Report

Director Okey reported that the annual Turkey Shoot will be held on November 16. She stated that the Youth Coed Recreation Basketball Clinic will be held on November 13 and November 20.

## **9. NEW BUSINESS**

### A. Approval of 2022 Agreement for Residential Recycling Program

Administrator Buchholtz presented the 2022 Residential Recycling Agreement with Anoka County. He stated that the City is eligible for \$60,272 in grant funding from Anoka County for eligible expenses including our base funding allocation, drop off recycling grant, general enhancement grant, an organics program grant, and funding for improvements to the City's permanent recycling drop off center. He recommended approval of the agreement.

Motion made by Councilmember Goodboe-Bisschoff to approve the 2022 Agreement for Residential Recycling Program with Anoka County.

Voting Yea: Councilmember Wendling, Councilmember Delfs, Councilmember Goodboe-Bisschoff, Councilmember Dircks, Mayor Nelson. Motion carried.

### B. Extend Conditional Job Offer to Police Officer Candidates

Chief Antoine stated that he has successfully completed the officer hiring process. He presented Charlie Bloomer and Sam Klimmek as the successful candidates for the position of patrol officer. He requested City Council approval to extend conditional job offer to Mr.



Bloomer and Mr. Klimmek, pending passing a psychological, medical, drug exam and final background investigation. He stated that he anticipated both officers to start on or before November 7, 2021.

Motion made by Mayor Nelson to extend a conditional job offer to Charlie Bloomer and Sam Klimmek, pending passing psychological, medical, and drug exams and successful completion of the background investigation.

Voting Yea: Councilmember Wendling, Councilmember Delfs, Councilmember Goodboe-Bisschoff, Councilmember Dircks, Mayor Nelson. Motion carried.

#### C. Authorize Purchase of New Police Squad Vehicle

Chief Antoine requested authority to purchase a 2022 Dodge Durango Pursuit AWD SUV to serve as the next police squad vehicle. He stated that the needs of law enforcement have changed, resulting in the Dodge Charger no longer having enough room to store equipment such as oxygen bags, defibrillators, riot gear, specialized body armor and ballistic shields. He stated that the price of the 2022 Dodge Durango AWD SUV package was \$31,249, compared to a purchase price of \$29,697 for a 2022 Dodge Charger. He stated that the total build cost for the new squad would be \$42,500.

Mayor Nelson expressed his strong support for transitioning to the Dodge Durango SUV. He inquired about the anticipated resale value of the Durango. Chief Antoine expressed his belief that the resale value on the Dodge Durango SUV would be comparable to the resale value of the Dodge Charger.

Motion made by Councilmember Wendling to authorize the purchase of a 2022 Dodge Durango AWD SUV package with squad build not to exceed \$42,500.

Voting Yea: Councilmember Wendling, Councilmember Delfs, Councilmember Goodboe-Bisschoff, Councilmember Dircks, Mayor Nelson. Motion carried.

#### D. Approval of Joint Powers Agreement with Anoka County to Allocate Costs for Election Expenses

Administrator Buchholtz presented the Joint Powers Agreement with Anoka County to allocate costs for election expenses. He stated that this has been a great partnership that has resulted in reduced costs, improved equipment and streamlined operations. He noted that the new agreement would make the City responsible for some of the postage costs associated with Absentee Balloting. He stated that this change would only have an estimated fiscal impact of \$500. He recommended approval of the Joint Powers Agreement.

Motion made by Councilmember Dircks to approve the Joint Powers Agreement between Anoka County and the Municipalities, Townships and School Districts in Anoka County to Allocate Costs for Election Expenses.

Voting Yea: Councilmember Wendling, Councilmember Delfs, Councilmember Goodboe-Bisschoff, Councilmember Dircks, Mayor Nelson. Motion carried.

E. Approval of 2021 Supplemental Municipal SCORE Grant Agreement

Administrator Buchholtz stated that the City was awarded an additional SCORE grant of \$9,860 to purchase a 7 foot by 12 foot enclosed trailer to store appliances, mattresses and electronics associated with the City's drop-off recycling events and to purchase a license plate reader camera to monitor the recycling drop off center to prevent illegal dumping of items once City Hall closes at 4:30pm. He recommended approval of the grant agreement.

Mayor Nelson expressed his dismay at the illegal dumping. He inquired about enforcement action if the City discovers the perpetrator of illegal dumping. Attorney Thames stated that the City would prosecute it as a misdemeanor offense under its nuisance ordinances.

Motion made by Councilmember Delfs to approve the 2021 Supplemental Municipal SCORE Grant Agreement with Anoka County.

Voting Yea: Councilmember Wendling, Councilmember Delfs, Councilmember Goodboe-Bisschoff, Councilmember Dircks, Mayor Nelson. Motion carried.

F. Approval to Move Recycling Day to Wednesday in 2022

Administrator Buchholtz stated that Walters Recycling and Refuse would like to change the recycling day from Thursday to Wednesday to correspond with the day the company picks up garbage in Spring Lake Park. He stated that the City will still be split into two zones with zone collected on alternating Wednesday. He stated that Walters will send out a mailing toward the end of November detailing to residents the new collection day and the cart roll out plan. He stated that the City would also send out a postcard to residents informing them of the recycling day switch. He recommended approval of the change.

Motion made by Councilmember Goodboe-Bisschoff to move the recycling day to Wednesdays beginning in 2022.

Voting Yea: Councilmember Wendling, Councilmember Delfs, Councilmember Goodboe-Bisschoff, Councilmember Dircks, Mayor Nelson. Motion carried.

## **10. REPORTS**

B. Attorney Report – No report

B. Engineer Report – Written report included packet

C. Administrator Report

Administrator Buchholtz requested a work session on November 1 at 5:30pm for a presentation by Baker Tilly on the Classification and Compensation Study. He stated that he attended a Fridley/Spring Lake Park Business Council Meeting, organized by the North Metro Chamber, on October 14, 2021. He commended Chief Antoine on a successful officer hiring process.

**11. OTHER**A. Beyond the Yellow Ribbon Report

Mayor Nelson reported that the 4<sup>th</sup> Quarter Beyond the Yellow Ribbon meeting is on October 21, 2021 at 5:00pm at Kraus Hartig VFW.

B. Correspondence**12. ADJOURN**

Motion made by Councilmember Wendling to adjourn.

Voting Yea: Councilmember Wendling, Councilmember Delfs, Councilmember Goodboe-Bisschoff, Councilmember Dircks, Mayor Nelson. Motion carried.

The meeting was adjourned at 7:52 PM.

---

Robert Nelson, Mayor

Attest:

---

Daniel R. Buchholtz, Administrator, Clerk/Treasurer

City of Spring Lake Park  
1301 81st Avenue NE  
Spring Lake Park, MN 55432

Sign Permit

November 1, 2021

Sign Permit

Suite Living Senior Care

525 Osborne Rd



**CITY OF SPRING LAKE PARK**  
**1301 81ST AVE NE**  
**SPRING LAKE PARK, MN 55432-**  
**(763) 784-6491 FAX: (763) 792-7257**



\* 2 0 2 1 - 0 0 4 8 5 \*

ISSUED:

PRINTED WITHOUT ISSUING 10/26/2021

**ADDRESS** : 525 OSBORNE RD NE  
**PIN** : 02-30-24-43-0127  
**LEGAL DESC** : SPRING LAKE COMMONS  
: LOT 1 BLOCK 1  
**PERMIT TYPE** : ZONING  
**PROPERTY TYPE** : COMMERCIAL  
**CONSTRUCTION TYPE** : SIGN PERMANENT

ENTER SIGN SQFT 253

**APPLICANT**

LEROY SIGNS  
6325 WELCOME AVE N  
BROOKLYN PARK, MN 55429-  
(763) 535-0080  
Minnesota State License #: 8273478

SIGN PERMANENT

497.50

TOTAL 497.50  
TOTAL PAID 0.00  
DUE 497.50

**OWNER**

83 AQUISITION LLC  
920 SECOND AVE S  
MINNEAPOLIS, MN 55402

**AGREEMENT AND SWORN STATEMENT**

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

This permit becomes null and void if construction authorized is not commenced within 180 days, or if construction is suspended for a period of 180 days at any time after work is commenced.

City of Spring Lake Park



## CITY OF SPRING LAKE PARK

1301 81<sup>st</sup> Avenue N E

Spring Lake Park, MN 55432

763-784-6491

### Sign Permit Application

DATE: 9.29.2021

NAME OF APPLICANT: Suite Living/Hampton Companies

ADDRESS OF APPLICANT: 1824 Buerkle Road White Bear Lake, MN

TELEPHONE NUMBER OF APPLICANT: \_\_\_\_\_

NAME OF BUSINESS AND LOCATION of building structure, or lot to which or upon which the sign is to be attached or erected Suite Living 525 Osborne Rd NE

New Construction: X Remodel: \_\_\_\_\_ Word Change Only: \_\_\_\_\_

Attach a drawing or sketch showing the position of the sign in relation to the nearest building, structures, public streets, right-of-way and property lines. Said drawing to be prepared to scale.

Attach two (2) blueprints or ink drawings of the plans and specifications and method of construction or attachment to the building or in the ground, including all dimensions. Show location of all light sources, wattage, type and color of lights and details of light shields or shades.

Attach a copy of stress sheets and calculations showing the structure is designed for dead load and wind velocity in the amount required by this and all other Ordinances of the City, if requested by the Building Inspection Department.

Name of person, firm or corporation erecting the structure: Leroy Signs Inc.

Address: 6325 Welcome Ave N Brooklyn Park MN 55429

Is an Electrical Permit required? \_\_\_\_\_

I, the undersigned applicant, do further make the following agreement with the City of Spring Lake Park

- Mn:
- 1) To authorize and direct the City of Spring Lake Park to remove and dispose of any signs and sign structures on which a Permit has been issued but which was not renewed, if the owner does not remove the same within thirty (30) days following the expiration of the Permit.
  - 2) To authorize and direct the City of Spring Lake Park to remove said sign and sign structure, at the expense of the applicant, where maintenance is not furnished, but only after a hearing and after notice of sixty (60) days, specifying the maintenance required by the City.
  - 3) To provide any other additional information which may be required by the Building Inspection Department.

Kay Reiss

SIGNATURE OF APPLICANT

FOR OFFICE USE ONLY:\*\*\*\*\*

FEE: \$497.50

RECEIPT NUMBER: \_\_\_\_\_

DATE OF APPROVAL: \_\_\_\_\_ DATE OF ISSUE: \_\_\_\_\_

REASON FOR DENIAL: \_\_\_\_\_

ADDITIONAL REQUIREMENTS FOR SIGN PERMIT:

SQUARE FOOTAGE OF FRONT OF BUILDING:  $3486'' \times 337'' = 8158 \text{ sq ft}$

SQUARE FOOTAGE OF ALL EXISTING SIGNS:  $0$

SQUARE FOOTAGE OF PROPOSED SIGN OR SIGNS:  $\cancel{154.50} 15 \text{ sq ft (Building)} + 40 \text{ sq ft (Building)}$   
 $99 \text{ sq ft} \times 2 = 198 \text{ sq ft (Pylon)} \text{ Total } 253 \text{ sq ft}$

INCLUDE A DRAWING SHOWING LOCATION AND MESSAGE ON SIGN.

IF YOU ARE NOT THE OWNER OF THE PROPERTY, INCLUDE A SIGNED LETTER FROM THE OWNER GIVING PERMISSION TO ERECT THE SIGN.

NOTE: ALL APPLICATIONS ARE DUE BY NOON ON THE TUESDAY PRECEEDING THE COUNCIL MEETING.

DRAWING:

Proposed

Pylon

$$55 \text{ sq ft} \times 2 = \$75 + 15 \text{ sq ft} \left( \frac{18.75}{1.25} \right) \times 2 = \$187.50$$
$$44 \text{ sq ft} \times 2 = \$75 + 4 \text{ sq ft} \left( \frac{5}{1.25} \right) \times 2 = \$160$$

Building

$$40 \text{ sq ft} - \$75$$
$$15 \text{ sq ft} - \$75$$
$$\text{Total } \$497.50$$

$$2447 \text{ sq ft} - 30\%$$

$$253 \text{ sq ft} - \text{proposed}$$

$$2194 \text{ sq ft} \text{ Remaining}$$



Hampton Companies, LLC

October 19, 2021

Leroy Signs  
6325 Welcome Ave. North  
Brooklyn Park, MN 55429

To Whom It may concern,

Hampton Construction is giving permission to Leroy Signs Inc. to erect signage on our new Suite Living Senior Buildings.

Sincerely,

Todd Francis  
Hampton Companies

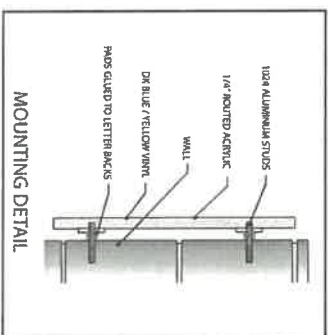
1824 Buerkle Road, White Bear Lake, MN 55110  
651-220-4365



154



scale: 1/4"=1'-0"  
total sign area = 14.5 sq ft



WALL COLOR TBD

**LOCATION:**  
525 Osborne Rd NE  
Spring Lake Park, MN 55432

1 QTY SET ROUTED DIMENSIONAL LETTERS / STUD MOUNTED INSTALLATION

**LEROY**  
SIGN S  
6325 WELCOME AVE. N.  
MINNEAPOLIS, MN 55429  
Phone: 763-535-0080  
www.leroysigns.com

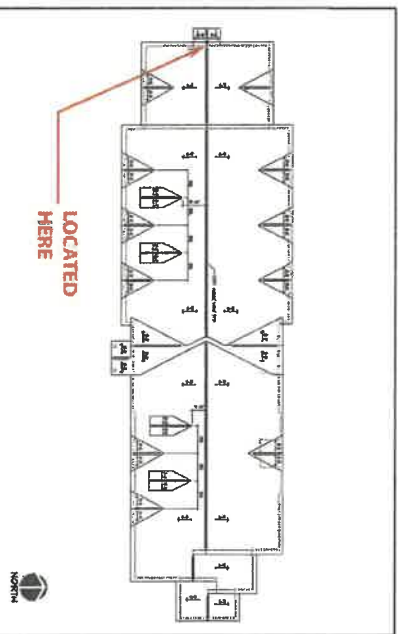
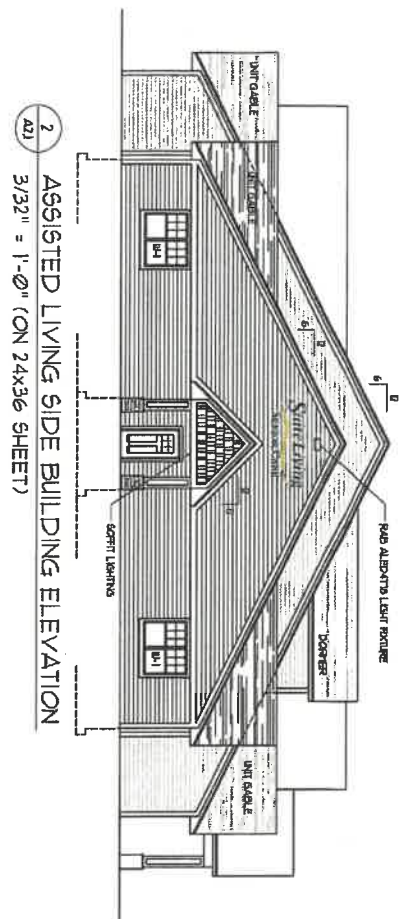
**Customer**  
Hampton Companies  
**Location**  
Spring Lake Park, MN  
**Description**  
dimensional letters

**Sales Person**  
Kai Heiter  
**Date**  
03-19-2021  
**Scale**  
Scale: 1/4"=1'-0"  
**File / Rev**

HSL\_SLP\_DL\_V2A.ai  
PRIMARY ELECTRICAL POWER TO SIGN TO BE BY OTHERS. ALL POWER TO BE 120 VOLT UNLESS OTHERWISE STATED  
UL ELECTRONIC 1010S  
UL LISTED COMPONENTS  
UL SHALL MEET ALL  
ULC STANDARDS  
SIGN MUST BE PROVIDED IN COMPLIANCE WITH ARTICLE 600 OF THE NATIONAL ELECTRIC CODE

**IMPORTANT NOTICE:**  
This is a preliminary design of a sign. It is not intended to be used for construction. The design is subject to change without notice. The design is not a contract. The design is not a warranty. The design is not a guarantee. The design is not a promise. The design is not a statement of fact. The design is not a statement of opinion. The design is not a statement of intent. The design is not a statement of belief. The design is not a statement of faith. The design is not a statement of hope. The design is not a statement of love. The design is not a statement of peace. The design is not a statement of joy. The design is not a statement of happiness. The design is not a statement of health. The design is not a statement of wealth. The design is not a statement of power. The design is not a statement of glory. The design is not a statement of honor. The design is not a statement of respect. The design is not a statement of dignity. The design is not a statement of honor. The design is not a statement of respect. The design is not a statement of dignity. The design is not a statement of honor. The design is not a statement of respect. The design is not a statement of dignity.

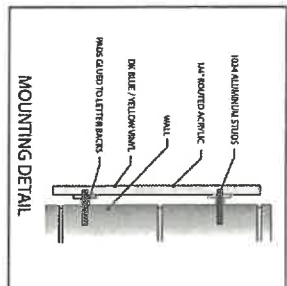
404



**LOCATION:**  
525 Osborne Rd NE  
Spring Lake Park, MN 55432



Scale: 3/4" = 1'-0"  
total sign area = 40 sq ft



WALL COLOR TBD

1 QTY SET ROUTED DIMENSIONAL LETTERS / STUD MOUNTED INSTALLATION

**LEROY**  
S I G N S  
6325 WELCOME AVE, N.  
MINNEAPOLIS, MN 55429  
Phone: 763-535-0080  
www.leroysigns.com

Customer  
Hampton Companies

Location  
Spring Lake Park, MN

Description  
dimensional letters

Sales Person  
Kaj Reiter

Date  
12-14-2020

Scale  
1/8" = 1'-0"

File / Rev  
HSL SLP DL V1a.1

PRIMARY ELECTRICAL POWER TO SIGN TO BE BY OTHERS. ALL OTHERS TO 120 VOLT UNLESS OTHERWISE STATED.  
UL LISTED ELECTRICAL TOOLS TO BE USED TO INSTALL SIGN. ALL ELECTRICAL WIRING TO BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE MANUFACTURER'S INSTRUCTIONS.  
SIGN MUST BE SECURED IN COMPLIANCE WITH ARTICLE 501 OF THE NATIONAL ELECTRICAL CODE.

**IMPORTANT NOTICE:**  
This is a preliminary drawing of a sign. It is not to be used for construction or for any other purpose without the written consent of Leroy Signs, Inc. This drawing is for informational purposes only and is not to be used for any other purpose without the written consent of Leroy Signs, Inc. This drawing is for informational purposes only and is not to be used for any other purpose without the written consent of Leroy Signs, Inc.

$$55 \cancel{\times} 2 = 110 \cancel{\times} 2 + 44 \cancel{\times} 2 = 88 \cancel{\times} 2$$
$$113 \cancel{\times} 70 \quad 113 \cancel{\times} 57$$
$$\text{Total } 99 \times 2 = 198 \cancel{\times} 2$$



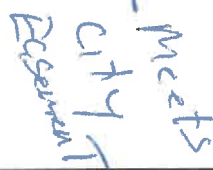

### SITE PLAN AND LEGEND

[illegible]

1000

### SITE PLAN LEGEND

- ☐ LEAD ON THE FOLLOWING: CATHETER PLACEMENT  
☐ A BLOOD CLOTTED (GEL) IN THE BOWEL
- CONSIDER THE FOLLOWING: IF PATIENT HAS  
 APPLICABLE, YOU WILL NEED THE FOLLOWING CLINICAL  
 REPORT OR INFORMATION: HAVE A COMPLETE  
 CATHETER TEST REPORT
- CONSIDER THE FOLLOWING:
- CATH AND TWO THICK WORTS (2.0) UP OUT  
 OUT OF THE CATH, APP-2000, 2000, 2000
- TWO TO PRACTICE AND/OR PRACTICE MANUALLY

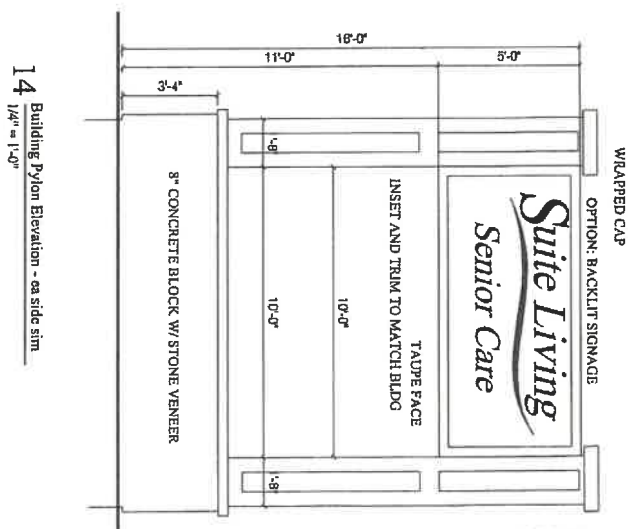
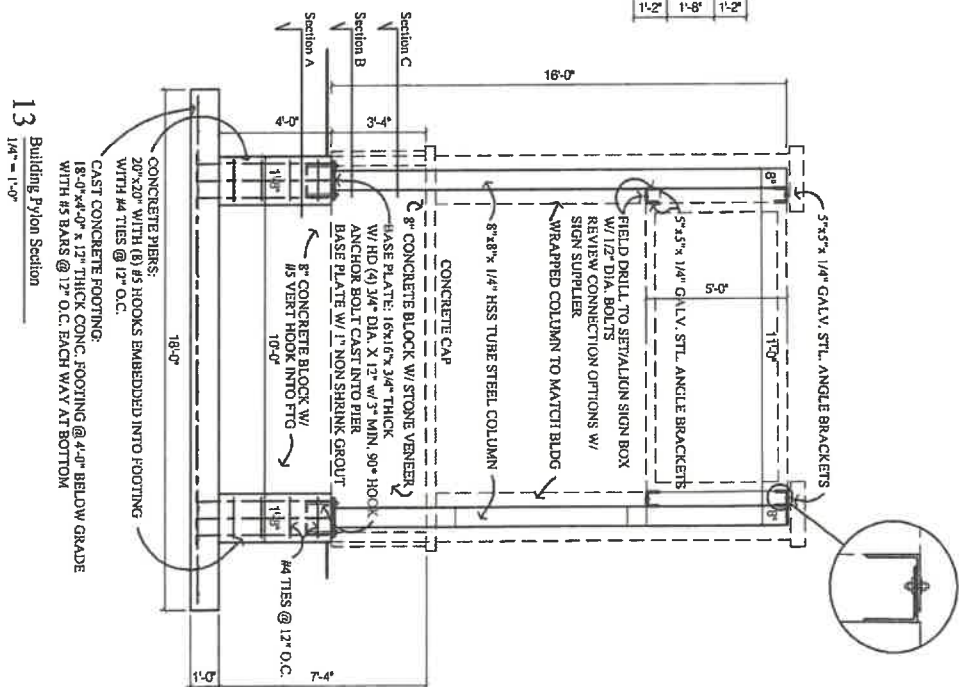
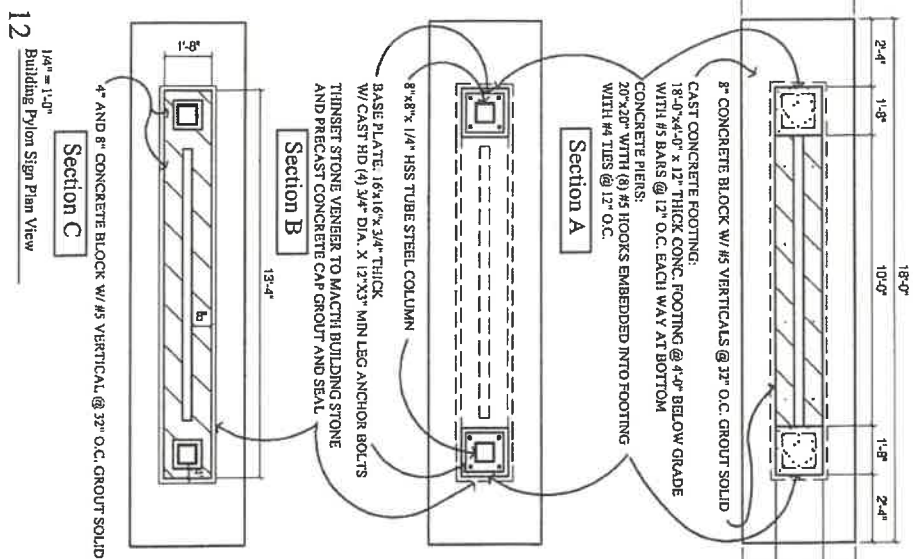


## SUM

SUITE LIVING/HAMPTON COMPANIES, LLC

C2.0

C2.0



I hereby certify that this plan, report or specification was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the State of Minnesota.

*BAE*

Date: 1/16/81

By: Bernard Stroh, P.E. MN REG. NO. 14268

Date: 11/6/19  
 NO. 14289

Bernard Strich, P.E. MN REG. NO. 14268

BERNARD G. STROH  
LICENSED  
PROFESSIONAL  
ENGINEER  
14269  
STATE OF MINNESOTA

10

SHEET

### Pylon Sign

Pylon Sign  
November 6, 2019

**Suite Living**  
7007 139th Lane  
Ramsey MN 55303

**COPYRIGHT NOTICE**  
The use of these plates and specifications shall be restricted to the named user for which they were prepared and publication thereof is limited in such use. Further use, including the reproduction, display, sale or other disposition of this document without express written consent of LAM Architectural Systems, L.P., is prohibited. Each user shall acknowledge the acceptance of these restrictions.

**Lars**  
Architectural Services, LLC  
115 River St Hudson WI 54016  
612/240-7009  
Larsaxyz@gmail.com  
Lars100@SBCglobal.net

City of Spring Lake Park  
1301 81st Avenue NE  
Spring Lake Park, MN 55432

## Contractor's Licenses

November 1, 2021

### Blacktopping Contractor

Asphalt Driveway Company

### Mechanical Contractor

Galaxy Mechanical, Inc.

Mike's Custom Mechanical, Inc.

Mobile Maintenance, Inc.

### Plumbing Contractor

Ecowater

Galaxy Mechanical, Inc.

Mike's Custom Mechanical, Inc.

Mobile Maintenance, Inc.

Paul Bunyan Plumbing, LLC.



**City of Spring lake Park**  
**Code Enforcement Division**  
1301 Eighty First Avenue Northeast  
Spring Lake Park, Minnesota 55432  
(763) 783-6491 Fax: (763) 792-7257

---

## REPORT

---

**TO:** Spring Lake Park City Council  
**FROM:** Jeff Baker, Code Enforcement Official  
**RE:** Code Enforcement Monthly Report for October 2021  
**DATE:** October 27, 2021

---

The Spring Lake Park Code Enforcement department is the authority having jurisdiction for all fire, rental, property, nuisance, and zoning codes within Spring Lake Park.

In October, a total of 13 building, 0 Fire Suppression, 9 mechanical, 3 plumbing, 1 Certificate of Occupancy and 4 zoning for a total of 31 permits issued compared to a total of 36 in 2020. Code Enforcement conducted 149 inspections in the month of October including 61 building, 15 rental, 5 zoning, 41 nuisance and 27 fire. 15 Admin tickets were issued for non-compliance.

Inspector Morris continues his duties with housing, fire and nuisance inspections. Since Walter has started fulltime, neighbors seem to be more irritated with each other as nuisance complaints are on the rise. Walter is doing a wonderful job at gaining compliance and talking the residents down, so issues do not escalate any further.

### CONSTRUCTION UPDATE:

7824 & 7830 Monroe - the only thing left for those two properties are the final inspection/Certificate of Occupancy.

Suite Living, 525 Osborne Rd – the underground plumbing, in floor heat and cement slab have been completed, a long with the shed slab. The pre-fabricated exterior walls will go up rather quickly, so don't be surprised to see those up in the next few weeks.

In October of 2021, I also attended the following appointments:

- Pre-Inspection walk through October 7<sup>th</sup>.
- City Council meeting on October 4<sup>th</sup>
- City Council Work Shop on October 11<sup>th</sup>.
- Department Head meeting on October 5<sup>th</sup>.
- P&Z meeting October 25<sup>th</sup>.

This concludes the Code Enforcement monthly report for October 2021. If anyone has any questions or concerns regarding my report, I would be happy to answer them at this time.



# Memorandum

---

To: Mayor Nelson and Members of the City Council

From: Terry Randall, Public Works Director

Date: October 27, 2021

Subject: October Public Works Report

**During the month of September, the Public Works Department was busy doing the following activities:**

- Continued to pick up garbage and recycling throughout the City along with doing general cleaning of all City Properties.
- Staff continues to mow all of the parks and weed whipping.
- Staff has started to sweep up and remove the leaves from the parks. Leaves are brought to City Hall and Composted.
- Replaced the leaking roof at the Morgan garage with tin.
- Installed a new bench at Triangle Park that was donated by a resident.
- Sprinkler systems have been blown out and the buildings have been drained and antifreeze installed in all of the drains.
- All the sanitary sewers have been cleaned.
- Staff is in the process of checking all fire hydrants for drainage and the hydrants that are not draining will be pumped.
- Mowed the Blvd. along University Avenue.
- Changing the equipment to Snow Removal

**October Appointments:**

- October 5 – Meet with the contractor at 525 Osborne Road about clean up
- October 5 – Attended a staff meeting
- October 6 – Attended a snow conference in St. Cloud
- October 11 – Attended a workshop at City Hall
- October 20 – Attended a Utility Budget Meeting





# Memorandum

---

**To:** Chair Hansen and Members of the Planning Commission

**From:** Daniel R. Buchholtz, MMC, Administrator, Clerk/Treasurer

**Date:** October 19, 2021

**Subject:** Zoning Ordinance Amendment – Daycare Uses

In response to an application from Peaceful Adult Daycare, city staff discovered that language in the zoning code relating to daycare uses is in need of an update. Even though the Peaceful Adult Daycare conditional use permit application was withdrawn, staff believes the requirements are worth a discussion by the Planning Commission.

Staff reviewed city codes from the surrounding cities. No city abutting the City of Spring Lake Park has specific development standards associated with adult daycare facilities.

The proposed ordinance amends Section 16.36.10(D) to limit the scope of the Daycare center regulations to child daycare centers. Outdoor area requirements for adult daycare facilities would be removed from the Code. Section 16.64.010(A) would be amended to clarify the parking requirements outlined in the code for daycare uses applies to both child and adult daycare facilities. Finally, Section 16.64.040(D) is amended to add Adult Daycare Facilities as a conditional use in the C-1, C-2 and C-3 zoning districts. With it being a conditional use, the Planning Commission and City Council can make reasonable conditions associated with each individual application, rather than a blanket policy, which will allow the City the ability to more easily address these types of challenges as we faced with the Peaceful Adult Daycare application.

The Planning Commission held a public hearing on the proposed ordinance at its October 25 meeting and unanimously recommended approval.

If you have any questions, please don't hesitate to contact me at 763-784-6491.

**SPRING LAKE PARK  
ORDINANCE 477**

**AN ORDINANCE AMENDING CHAPTER 16 OF THE CITY CODE RELATING TO  
DAY CARE FACILITIES**

**NOW THEREFORE**, be it ordained by the Council of the Spring Lake Park, in the State of Minnesota, as follows:

**SECTION 1:**        **AMENDMENT** Subsection D, “16.36.010 Specific Development Standards” of the Spring Lake Park Municipal Code is hereby *amended* as follows:

**A M E N D M E N T**

**16.36.10    Specific Development Standards**

*D.* Child ~~D~~*ay*care center.

1. The building and any exterior fenced areas shall meet the setback requirements for a principal structure in the zoning district in which the use is located.
2. The play area shall be located away from the main entrance to the daycare facility and shall be contained with a fence at least five feet in height.
3. ~~For child daycare centers, a~~At least 50 square feet of outside play area shall be provided for each child under care. ~~For adult daycare facilities, at least 150 square feet of outdoor area for seating or exercise shall be provided for each adult under care.~~
4. The use shall provide a designated area for the short-term parking of vehicles engaged in loading and unloading of children under care. The designated area shall be located as close as practical to the principal entrance of the building and shall be connected to the building by a sidewalk.
5. The facility shall meet all applicable building and fire codes and be licensed as required by the State of Minnesota.

**SECTION 2:**        **AMENDMENT** Subsection A, “16.64.010 Appendix A: Schedule Of Off- Street Parking And Loading Requirements” of the Spring Lake Park Municipal Code is hereby *amended* as follows:

## A M E N D M E N T

### A. *Parking requirements.*

<b><i>Category</i></b>	<b><i>Use</i></b>	<b><i>Parking Requirements</i></b>
Commercial	Bank, business, or professional office	4 spaces per each 1,000 square feet of gross floor area
Commercial	Beauty or barber shop	2 spaces per chair plus 1 space per 3 employees
Commercial	Bowling alley	5 spaces per lane
Commercial	Car wash, machine	10 spaces per lane
Commercial	Day care center ( <u>adult or child</u> )	1 space per employee plus 5 additional spaces per building
Commercial	Laundromat	1 space per each 2 washing machines
Commercial	Liquor store	4 spaces per each 1,000 square feet of gross floor area
Commercial	Medical or dental clinic	6 spaces per 1,000 square feet of gross floor area
Commercial	Mortuary	1 space per each 4 seats
Commercial	Motel	1 space per unit plus 1 space per employee
Commercial	Restaurant, drive-in	35 spaces per each 1,000 square feet of gross floor area
Commercial	Restaurant, carry-out	10 spaces per each 1,000 square feet of gross floor area
Commercial	Restaurant, sit-down	15 spaces per each 1,000 square feet of gross floor area
Commercial	Retail store, department store	10 spaces per each 1,000 square feet of gross floor area
Commercial	Roller rink	5 spaces per each 1,000 square feet of gross floor area
Commercial	Service station	3 spaces per each service bay plus 1 per each employee on major shift
Commercial	Shopping center	5.5 spaces per each 1,000 square feet of gross floor area
Commercial	Supermarket	5 spaces per each 1,000 square feet of gross floor area
Educational,	Church, theater, or	1 space per each 3 seats or 5 feet of pew

cultural, and institutional	auditorium, with permanent seats	space
Educational, cultural, and institutional	Church, theater, or auditorium, without permanent seats	1 space per 100 square feet gross floor area
Educational, cultural, and institutional	Elementary school	2 spaces per classroom
Educational, cultural, and institutional	Hospital, nursing or convalescent home	1 space per each 4 beds plus 1 space per each 2 employees on the major shift
Educational, cultural, and institutional	Junior high school	2 spaces per classroom
Educational, cultural, and institutional	Senior high school	1.5 spaces per classroom plus 1 space per 5 students, based on design capacity
Industrial	Related to personnel; or related to floor area	Either 1 space per 1.5 plant employees, 1 space per managerial employee, and 1 space per 10 managerial employees for visitors; or 1 space per 1,000 square feet of gross floor area used for warehousing and distribution, 2 spaces per 1,000 square feet of gross floor area used for manufacturing, and 2.5 spaces per 1,000 square feet of office floor area
Residential	Elderly housing	1 space per 2 units
Residential	Medium density dwelling	2.5 spaces per unit, 1 enclosed per unit
Residential	Mobile home park	2 spaces per unit
Residential	Multiple-family dwelling	2.5 spaces per unit, 1 enclosed per unit
Residential	Single-family residence	2 spaces per unit, 1 enclosed
Residential	Two-family residence	2 spaces per unit, 1 enclosed per unit

**SECTION 3:**        **AMENDMENT** Subsection B, “16.64.040 Appendix D: Schedule Of Permitted Uses By District” of the Spring Lake Park Municipal Code is hereby *amended* as follows:

## A M E N D M E N T

### 16.64.40 Appendix D: Schedule Of Permitted Uses By District

#### *B. Commercial districts.*

<i>Use</i>	<i>District</i>		
	<i>C-1</i>	<i>C-2</i>	<i>C-3</i>
Accessory uses customarily incident to the permitted or conditional uses allowed in the district	A	A	A
<u>Adult daycare facilities</u>	<u>C</u>	<u>C</u>	<u>C</u>
Assembly uses, including auditoriums, religious and philanthropic uses	C	C	-
Auto and marine; sales, leasing and rental (See SLPC 11.20.040 Paragraph F,4 re: licensing)	-	C	-
Auto and marine; service, parts, repair and wash	C	C	-
Boarding and lodging houses	C	-	-
Boarding school	C	-	-
Brewer taprooms and cocktail rooms	P	P	C
Bus stations or terminal	P	P	P
Business, commercial, or trade schools	P	P	P
Clinics, medical offices	P	P	P
Commercial recreation such as bowling alleys, billiard halls, miniature golf, and the like	C	C	-
Convalescent and nursing homes	-	-	C
<u>Child</u> <del>D</del> daycare facilities ( <del>as regulated in</del> <u>see</u> SLPC 16.36.010)	C	C	C
Drive-in restaurants, or similar uses providing goods and services to patrons in autos	C	C	-
Dry cleaning and laundry establishments with no more than four employees for cleaning or pressing	P	P	-
Dry cleaning and laundry collection stations, and self-service	P	P	-
Equipment rental	-	P	-
Financial institutions	P	P	C

Greenhouses, nurseries	-	P	-
Hospitals	-	C	-
Laboratories; medical, dental	P	P	P
Medical equipment rental	-	P	C
Mortuaries, funeral homes, monument sales	C	P	-
Motels, hotels, or apartment hotels	C	C	-
Non-alcoholic beverage bottling establishment not larger than 3,000 square feet accompanied by a retail shop or store not less than 50% of the size of the bottling establishment, where bottled product is sold	P	P	C
Off-sale liquor stores	P	P	-
Off-street parking and loading as regulated in SLPC 16.40.010	A	A	A
Offices (administrative, executive, professional, governmental, medical, research); without merchandising services	P	P	P
Offices (as above); with merchandising services	C	P	C
Pawnshops, secondhand goods stores (excluding motor vehicles) as regulated SLPC 16.36.010 (see. SLPC 11.16, Pawnshops or SLPC 11.20, Secondhand Goods Dealers, for licensing	C	C	-
Personal services and repair establishments such as barber and beauty shops, shoe repair, and the like	P	P	P
Pet and animal shops, clinics, taxidermists	P	P	-
Plumbing and heating showrooms and shops	-	P	-
Printing, publishing, and related distribution agencies	C	C	-
Private clubs and lodges	C	C	-
Restaurants, night clubs, and the like	P	P	-
Retail shops and stores (excluding autos, boats, and the like) such as apparel, appliances, beverage, book, carpet, drugs, furniture, grocer, hardware, jewelry, paint, tobacco, sporting goods	P	P	C
Schools and studios: artistic, music, photo, decorating, dancing, health, and the like	C	C	-
Sexually oriented businesses as defined in SLPC 11.48 and	C	-	-

regulated in SLPC 16.36.010 Paragraph H			
Signs as regulated by SLPC 16	A	A	A
Small wireless facility in right-of-way, as regulated in SLPC 12.48	P	P	P
Theaters (indoor only)	P	P	-
Vending machines for ice, milk, and the like	P	P	-
Key: A= accessory uses; P = permitted uses; C = conditional uses			

**SECTION 4:**        **EFFECTIVE DATE** This Ordinance shall be in full force and effect upon passage and publication.

PASSED AND ADOPTED BY THE SPRING LAKE PARK COUNCIL

\_\_\_\_\_.

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Councilmember Wendling	_____	_____	_____	_____
Councilmember Delfs	_____	_____	_____	_____
Councilmember Goodboe-Bisschoff	_____	_____	_____	_____
Councilmember Dircks	_____	_____	_____	_____
Mayor Nelson	_____	_____	_____	_____

Presiding Officer

Attest

\_\_\_\_\_  
Robert Nelson, Mayor, Spring Lake Park

\_\_\_\_\_  
Daniel R. Buchholtz, Administrator,  
Clerk/Treasurer Spring Lake Park

## **RESOLUTION NO. 21-43**

### **A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF ORDINANCE 477, AN ORDINANCE AMENDING CHAPTER 16 OF THE CITY CODE RELATING TO DAY CARE FACILITIES**

**WHEREAS**, as authorized by Minnesota Statutes, Section 412.191, subd. 4, the City Council has determined that publication of the title and summary of Ordinance 477 will clearly inform the public of the intent and effect of the Ordinance; and

**WHEREAS**, a printed copy of the Ordinance is available for inspection during regular office hours in the office of the City Clerk.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Spring Lake Park, Minnesota that the following summary of Ordinance No. 477 is approved for publication:

“On November 1, 2021, the Spring Lake Park City Council approved Ordinance No. 477, entitled ‘An Ordinance Amending Chapter 16 of the Spring Lake Park City Code Relating to Day Care Facilities.’

The following is a summary of Ordinance No. 477, a copy of which is available in its entirety for review during regular office hours at the City of Spring Lake Park, 1301 81<sup>st</sup> Avenue NE, Spring Lake Park, MN, or for review on the City’s website, [www.slpmn.org](http://www.slpmn.org).

The ordinance removes specific development standards for adult daycare facilities from Section 16.36.10(D). The ordinance amends Section 16.64.010 to clarify that the parking requirements for daycare facilities applies to both child daycare and adult daycare facilities. The ordinance amends Section 16.64.040 to add a new use to the use table for adult daycare facilities, listing it as a conditional use in the C-1, C-2 and C-3 zoning districts, and clarifies the previous reference to daycare facilities is for child daycare facilities.

The Ordinance takes effect upon its passage by the City Council and publication in the City’s newspaper of record.”



The foregoing Resolution was moved for adoption by Councilmember.

Upon Vote being taken thereon, the following voted in favor thereof:

And the following voted against the same:

Whereon the Mayor declared said Resolution duly passed and adopted the 1st day of November, 2021.

APPROVED BY:

---

Robert Nelson, Mayor

ATTEST:

---

Daniel R. Buchholtz, City Administrator

## **RESOLUTION NO. 21-44**

### **RESOLUTION GRANTING APPROVAL OF CONDITIONAL USE PERMIT FOR SHASHE MARKET AT 8421B CENTER DRIVE NE**

**WHEREAS**, Shashe Market (the “Applicant”) submitted an application for approval of a conditional use permit to permit the operation of an small convenience store at 8421B Center Drive NE; and

**WHEREAS**, the legal description for the planned unit development is as follows:

Tracts B & C, Registered Land Survey No. 205, together with the South 60 feet of the North 74.9 feet of the West 50 feet of Lot 31, Spring Lake Park Plat A, subject to easements of record; and

**WHEREAS**, the Planning Commission considered the Applicant’s request at a duly noticed Public Hearing which took place on October 25, 2021; and

**WHEREAS**, the Planning Commission recommended approval of the application of an automotive vehicle repair business to the City Council; and

**WHEREAS**, the City Council considered the application at its October 4, 2021 meeting and has made the following findings in support of approval of the conditional use permit application for operation of an automotive vehicle repair business:

1. The proposed use is a reasonable use of the property, anticipated as a Conditional Use in the I-1 zoning district.
2. The use is not adjacent to residential uses and is within a commercial/industrial district and is therefore not expected to have a detrimental effect on surrounding properties or lower property values.
3. Adjacent roadways and the existing parking lot are adequate to handle anticipated traffic and vehicles using the site.
4. No changes are proposed to site grading and drainage and therefore stormwater management should be adequate as it exists now.
5. There are no unusual odors, fumes, dust, noise or vibration associated with the use, and all work will be conducted indoors.
6. No residential use is proposed on the site and therefore incompatible growth in that regard is not an issue with this use.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Spring Lake Park that the City Council does hereby approve the application made by HLP Construction LLC for a conditional use permit to permit the operation of an automobile vehicle repair business at 8375 Sunset Road NE, subject to the following conditions:

1. The applicant shall apply for and receive all applicable building and signage permits prior to beginning work.

2. The applicant shall ensure that customer and employee cars are parked only in sports designated for use by Shashe Market. If parking becomes a problem, in the City's opinion, the City reserves the right to revisit the Conditional Use Permit and impose conditions or limit the use of the space.

The foregoing Resolution was moved for adoption by Councilmember .

Upon Vote being taken thereon, the following voted in favor thereof:

And the following voted against the same:

Whereon the Mayor declared said Resolution duly passed and adopted the 1st day of October, 2021.

APPROVED BY:

---

Robert Nelson, Mayor

ATTEST:

---

Daniel R. Buchholtz, City Administrator

State of Minnesota )  
 Counties of Anoka and Ramsey ) ss  
 City of Spring Lake Park )

I, Daniel R. Buchholtz, duly appointed and qualified City Clerk in and for the City of Spring Lake Park, Anoka and Ramsey Counties, Minnesota, do hereby Certify that the foregoing is a true and correct copy of Resolution No. 21-44, A Resolution Granting Approval of Conditional Use Permit for Shashe Market At 8421B Center Drive NE, adopted by the Spring Lake Park City Council at their regular meeting on the 1st day of November, 2021.

(SEAL)

Daniel R. Buchholtz, Administrator, Clerk/Treasurer

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



---

To:	Planning Commission	From:	Lauren Walburg
	City of Spring Lake Park		Stantec
File:	Shashe Market – Conditional Use Permit	Date:	September 27, 2021

---

**Re: Shashe Market CUP | 8421B Center Drive NE**

## BACKGROUND

Shashe Market proposes to open a small convenience store in the building located at 8409-8421 Center Drive NE. The multi-tenant building is owned by Center Drive Holdings LLC and includes a variety of commercial and light industrial tenants. Shashe Market would occupy the space at 8421B, which includes roughly 3,510 rentable square feet. The property is guided Commercial/Industrial and zoned I-1: Light Industrial. Retail and service establishments essential to the operation of an I-1 district and providing goods and services primarily for the use of the persons employed in the district are considered a Conditional Use in this zoning district.

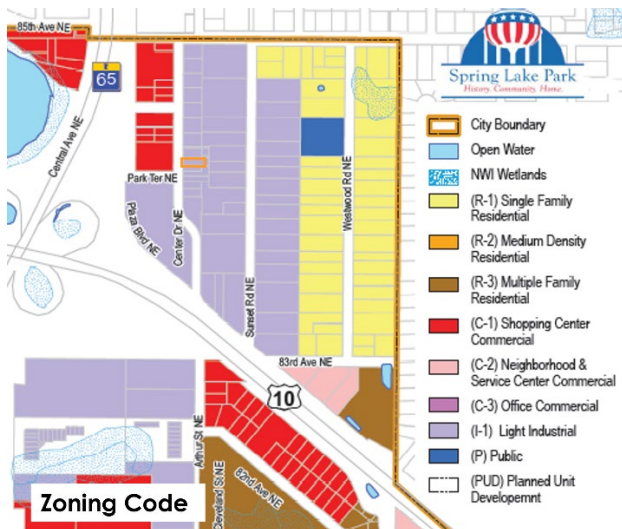
The site is located on the east side of Center Drive NE and north east of the County Highway 10/Central Avenue NE interchange. The site is accessible by Center Drive NE and the adjacent uses are commercial/industrial to the west including Dala Thai Restaurant, Wells Fargo and Spring Lake Park Lumber, commercial/industrial to the north, commercial/industrial to the east and multi-family residential to the south.



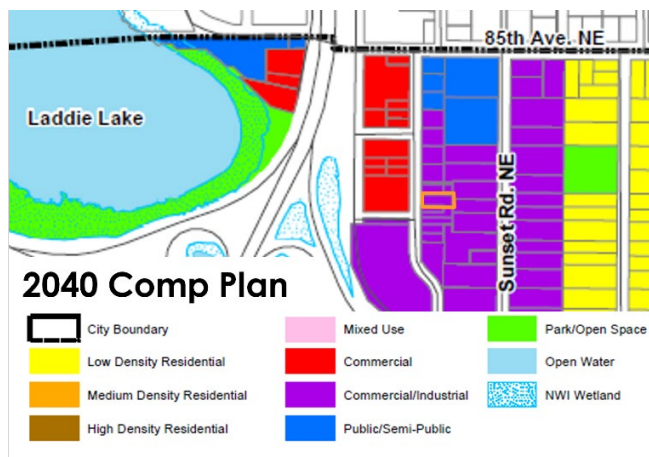
**Reference: Shashe Market CUP | 8421B Center Drive NE**

## PLANNING ISSUES DISCUSSION

- 1) **Comprehensive Plan and Zoning.** The property is guided Commercial/Industrial in the 2040 Comprehensive Plan. The zoning is I-1: Light Industrial which is intended to provide employment opportunities and to group certain uses in locations accessible to highways for the safe and effective movement of raw materials, finished products and employees



### ***Zoned I-1: Light Industrial***



### ***Guided Commercial Industrial in 2040 Comprehensive Plan***

**Reference: Shashe Market CUP | 8421B Center Drive NE**

Other requirements for property in the I-1 district include:

- If any yards are to be landscaped, they shall be landscaped attractively with lawns, trees, shrubs, and the like. Any areas left in a natural state shall be properly maintained in a sightly and well-kept condition (§16.20.040).
- Where any business or industrial use (i.e., structure, parking or storage) abuts a residential zone or use, such business or industry shall provide a buffer yard and screening along the boundary of the residential property. The buffer area and screening shall also be provided where a business or industry is across the street from a residential zone or use, but not on that side of a business or industry considered to be the front as defined by the city. (§16.200.100(l)(4)(a.))
- All materials, supplies, merchandise, or other similar matter not on display for direct sale, rental, or lease to the ultimate consumer or user shall be stored within a completely enclosed building within the commercial and industrial districts or within the confines of an opaque wall or fence not less than six feet high. (§16.20.120)
- Performance standards apply to buildings within the I-1 Light Industrial district, as guided in §16.28.010. These standards regulate noise, odor, exterior lighting, glare, vibration, fumes and gases, smoke, dust, hazards, and visual impacts. The site plan review process implements these regulations to ensure that development is compatible with neighboring properties and that negative external impacts are minimized.

- 2) **Application Request.** The storefront that the applicant proposes to use for Shashe Market is currently vacant. Other tenants in the building include auto-related commercial businesses, Lyke's boxing gym and Quarve Contracting adjacent, but in a separately owned building. The approximate location of the space is shown in the diagram below. The entire multi-tenant building is roughly 19,000 square feet with a 40-spot surface parking lot. However, 8421 is its own parcel, which includes about a 6,930 square foot building and 11 total parking spaces. The request is to use the space as a small grocery/convenience store offering Ethiopian and American groceries and other convenience items. The applicant is proposing minor changes to the interior of the building to make the space an open storefront, instead of office space, but no external changes to the building or site. The leased space is about 3,510 square feet.

The parking spaces are assigned by the building owner, and no changes are proposed to the parking lot itself. The entire lot owned by Center Drive Holdings has 40 parking spaces. The tenants at 8421 share 11 of those 40 parking spaces, and the prorated share of stalls available for the tenants of 8421B is 7 stalls.





**Reference: Shashe Market CUP | 8421B Center Drive NE**

- 3) **Conditional Use Permit.** Section §16.56 of the City of Spring Lake Park's zoning code outlines the requirements to approve a conditional use permit. This application has been analyzed with respect to those requirements, listed below. The City Council may then authorize the conditional use permit, provided the applicant has provided evidence establishing the following:

**(a) The proposed use at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;**

The proposed use of a small convenience grocery store can serve employees of the businesses in the area, as well as other residents of Spring Lake Park. The proximity to Highway 10 and Central Ave NE could also bring residents from elsewhere within and surrounding the community.

**(b) The use will not, under the circumstances of the particular case, be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or injurious to property values or improvements in the vicinity;**

The applicant is not proposing any modifications to the exterior of the building or outdoor storage that would be detrimental to the other businesses in the vicinity. While a small convenience grocery store is a commercial use, it would fit with the general light industrial and commercial nature of the existing tenants and businesses in the area.

**(c) The proposed use will comply with the regulations specified in this chapter for the district in which the proposed use is to be located;**

The proposed use is compliant with all applicable standards in the I-1 Light Industrial district.

**(d) The use is one of the conditional uses specifically listed for the district in which it is to be located;**

Retail and service establishments essential to the operation of an I-1 district and providing goods and services primarily for the use of persons employed in the district are considered a Conditional Use in the I-1 light industrial district. The convenience store will provide a service to employees within the vicinity.

**(e) The proposed use shall not have a detrimental effect on the use and enjoyment of other property in the immediate vicinity;**

While the property does not have existing screening in place, the nature of the industrial and commercial businesses, and the guiding of the area for industrial/commercial fits with this use. The applicant is not proposing any changes to the building or site itself, and all business will be conducted within the building.

**(f) The use will not lower property values or impact scenic views in the surrounding area;**

The applicant is not proposing any changes to the exterior of the building. The business will attract employees within the district and will not lower surrounding property values or scenic views in the area. The nearest existing residential use is south of the property but is surrounded by existing commercial/industrial uses and is guided commercial/industrial in the 2040 Comprehensive Plan.

**(g) Existing streets and highways and proposed access roads will be adequate to accommodate anticipated traffic;**

**Reference: Shashe Market CUP | 8421B Center Drive NE**

This property can be accessed from Center Drive NE and Highway 10 Service Road and is adjacent to the Highway 10/Central Ave NE interchange, which are adequate to handle the minimal amount of traffic expected from this type of use.

**(h) Sufficient off-street parking and loading space will be provided to serve the proposed use;**

Depending on peak business times and the overall traffic to the business, the applicant may need more parking than is provided currently. The owner of the building has stated that the applicant will have use of 7 parking spaces on site in the shared parking lot and there is no on-street parking on Center Drive NE. The Spring Lake Park zoning code requires 10 spaces of parking per 1,000 square feet of gross floor area for retail and department stores. Without additional context, this would require 30 spaces of parking for this use alone. However, a small convenience store is not the same as a large department store. Given that this space is within an industrial/commercial district, we could also calculate parking based on the industrial standard which is calculated by square footage/use of the building. The applicant proposes about 1,600 square feet of retail space and about 1,900 square feet of distributing/warehouse/storage space. Adding these uses together with their required parking would equal roughly 7 parking spaces, which is the amount provided on site. If there is concern regarding parking, the owner and applicant could also discuss ways to increase the parking available including allocating more spaces on site to the business or sharing parking with adjacent uses with excess parking.

**(i) The use includes adequate protection for the natural drainage system and natural topography;**

The applicant does not propose any changes to the property, therefore the natural drainage system and natural topography will not be affected.

**(j) The proposed use includes adequate measures to prevent or control offensive odor, fumes, dust, noise, or vibration so that none of these will constitute a nuisance; and**

All business at Shashe Market will be conducted inside the existing building. The business will not require measures to mitigate odor, fumes, dust, noise, and vibrations.

**(k) The proposed use will not stimulate growth incompatible with prevailing density standards.**

The applicant is not proposing any residential units as part of the project.

## **RECOMMENDATIONS**

We recommend that the Planning Commission recommend approval of the Conditional Use Permit for 8421B Center Drive NE with the following conditions, based on the analysis provided by Planning staff:

- 1) The applicant shall apply for and receive all applicable building and signage permits prior to beginning work.
- 2) The applicant shall ensure that customer any employee cars are parked only in spots designated for use by Shashe Market. If parking becomes a problem, in the City's opinion, the City reserves the right to revisit the Conditional Use Permit and impose conditions or limit the use of the space
- 3) Optional: If parking is a concern, the planning commission could require the owner and applicant to work together to either provide more parking on-site or share parking with an adjacent use with excess parking.

**Reference: Shashe Market CUP | 8421B Center Drive NE**

## **FINDINGS OF FACT**

We recommend the following findings of fact for approval of the Conditional Use Permit:

- 1) The proposed use is a reasonable use of the property, anticipated as a Conditional Use in the I-1 zoning district.
- 2) The use is not adjacent to residential uses and is within a commercial/industrial district and is therefore not expected to have a detrimental effect on surrounding properties or lower property values.
- 3) Adjacent roadways and the existing parking lot are adequate to handle anticipated traffic and vehicles using the site.
- 4) No changes are proposed to site grading and drainage and therefore stormwater management should be adequate as it exists now.
- 5) There are no unusual odors, fumes, dust, noise or vibration associated with the use, and all work will be conducted indoors.
- 6) No residential use is proposed on the site and therefore incompatible growth in that regard is not an issue with this use.



**City of Spring Lake Park**  
1301 81<sup>st</sup> Avenue NE  
Spring Lake Park, MN 55432  
763-784-6491 (p) 763-792-7257 (f)  
[info@slpmn.org](mailto:info@slpmn.org)

ck# 396  
8/17/2021  
#136051

### For Office Use Only

Case Number:  
Fee Paid: 500 + 1500 escrow  
Received by: KP  
Date Filed: 8/17/2021  
Date Complete:  
Base Fee: 500 Escrow: 1500

## DEVELOPMENT APPLICATION

### TYPE OF APPLICATION (Check All That Apply)

- |                                                       |                                                            |                                            |
|-------------------------------------------------------|------------------------------------------------------------|--------------------------------------------|
| <input type="checkbox"/> Appeal                       | <input type="checkbox"/> Site Plan/Building Plan Review    | <input type="checkbox"/> Minor Subdivision |
| <input type="checkbox"/> Comprehensive Plan Amendment | <input type="checkbox"/> Conceptual Plan Review            | <input type="checkbox"/> Lot Combination   |
| <input type="checkbox"/> Ordinance Amendment (Text)   | <input checked="" type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Preliminary Plat  |
| <input type="checkbox"/> Rezoning                     | <input type="checkbox"/> Variance                          | <input type="checkbox"/> Final Plat        |
| <input type="checkbox"/> Planned Unit Development     | <input type="checkbox"/> Street or Easement Vacation       | <input type="checkbox"/> Other _____       |

### PROPERTY INFORMATION

Street Address: 8409 - 8421 Center Dr NE, Minneapolis, MN 55432

Property Identification Number (PIN#): 01-30-24-12-0081

Current Zoning: Industrial Pref

Legal Description

(Attach if necessary):

### APPLICANT INFORMATION

Name: Burqaa Adema Bullo

Business Name: Shashe Market

Address: 1189 Bradley St

City: St Paul, MN

State: MN

Zip Code: 55130

Telephone: 651 214 9752

Fax:

E-mail: daalebullo@yahoo.com

Contact:

Title: owner

### OWNER INFORMATION (if different from applicant)

Name: CENTER DRIVE HOLDINGS LLC

Business Name:

Address: 2738 winnetka ave n #201

City: New Hope

State: MN

Zip Code: 55427

Telephone: 6125980780

Fax:

E-mail: Mike@commercialinvestorsgroup.com

Contact: Mike sowers

Title:

### DESCRIPTION OF REQUEST (attach additional information if needed)

Existing Use  
of Property:

Mixed Use

Nature of

Market and Boutique shop and office

Proposed Use:

Reason(s) to

This business will bring value to the building and the community

Approve

Request:

### PREVIOUS APPLICATIONS PERTAINING TO THE SUBJECT SITE

Project Name:

Date of Application:

Nature of

Request:

**NOTE:** Applications only accepted with ALL required support documents.

See City Code

daalebullo@yahoo.com

## APPLICATION FEES AND EXPENSES:

The City of Spring Lake Park requires all applicants to reimburse the City for any and all costs incurred by the City to review and act upon applications.

The application fee includes administrative costs which are necessary to process the application. The escrow fee will include all charges for staff time by the City Planner, City Engineer, City Attorney, and/or any other consultants as needed to process the application.

Minnesota Statute § 471.462 requires all cities to provide, upon request, a nonbinding estimate of consulting fees in connection with applications for permits, licenses, or other approvals relating to real estate development or construction. If the applicant requests the estimate, the application shall not be deemed complete until the City has (1) provided an estimate to the applicant; (2) received the required application fees, as specified by the City; (3) received a signed acceptance of the fee estimate from the applicant; and (4) received a signed statement that the applicant has not relied on the estimate of fees in its decision to proceed with the final application from the applicant.

The City will track all consultant costs associated with the application. If these costs are projected to exceed the money initially deposited to your escrow account, you will be notified in the manner that you have identified below that additional monies are required in order for your application process to continue. If you choose to terminate the application (notice must be in writing), you will be responsible for all costs incurred to that point. If you choose to continue the process you will be billed for the additional monies and an explanation of expenses will be furnished. Remittance of these additional fees will be due within thirty (30) days from the date the invoice is mailed. If payment is not received as required by this agreement, the City may approve a special assessment for which the property owner specifically agrees to be assessed for 100 percent per annum and waives any and all appeals under Minnesota Statutes Section 429.081 as amended. **All fees and expenses are due whether the application is approved or denied.**

With my signature below, I hereby acknowledge that I have read this agreement in its entirety and understand the terms herein. **I agree to pay to the City all costs incurred during the review process as set forth in this Agreement.** This includes any and all expenses that exceed the initial Escrow Deposit to be paid within 30 days of billing notification. I further understand that the application process will be terminated if payment is not made and application may be denied for failure to reimburse City for costs. I further understand that the City may approve a special assessment against my property for any unpaid escrows and that I specifically waive any and all appeals under Minnesota Statutes 429.081, as amended.

I wish to be notified of additional costs in the following manner (select one):

☒ E-mail daalebulio@yahoo.com ☐ Fax \_\_\_\_\_ ☐ USPS – Certified Mail

I, the undersigned, hereby apply for the considerations described above and declare that the information and materials submitted in support of this application are in compliance with adopted City policy and ordinance requirements are complete to the best of my knowledge.

I acknowledge that I have read the statement entitled "Application Fees and Expenses" as listed above.

I understand that this application will be processed in accordance with established City review procedures and Minnesota Statutes Section 15.99 as amended, at such time as it is determined to be complete. Pursuant to Minnesota Statutes Section 15.99, the City will notify the applicant within fifteen (15) business days from the filing date of any incomplete or other information necessary to complete the application, including all four requirements of Minnesota Statute § 471.462, should I request a written estimate of consultant fees. Failure on my part to supply all necessary information as requested by the City may be cause for denying this application.

Applicant: Burdea Build  Date: 08/17/21

Owner:  Date: Aug 17, 2021  
Mike Sowers (Aug 17, 2021 11:48 CDT)

**NOTE: Applications only accepted with ALL required support documents.  
See City Code**

**City of Spring Lake Park  
Conditional Use Permit Worksheet**

A conditional use permit cannot be approved unless the Planning and Zoning Commission and the City Council make certain findings and recommendations. Please provide a response on how/why your project meets the below stated criteria. Use additional sheets if necessary. If some items are not applicable for your project, write N/A. Contact the Zoning Administrator with any questions.

1. That the proposed use at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community. The location is center and comply the interest of neighborhood or community. It will be social and economic welfare of the community.
2. That the use will not be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity of the use or injurious to property values/improvements within the vicinity of the use. The use of this location will not harm anyone or any property under any circumstances. It will be improvement of the surrounding property.
3. That the proposed use will comply with the regulations specified in Chapter 153 of the Zoning Code. The proposal use will obey and established based on the zoning code. It will comply with all rule and regulations and conditions specified in the zoning code.
4. That the proposed use shall not have a detrimental effect on the use and enjoyment of other property in the immediate vicinity. the proposed use will not cause any harm to the other properties in our area or around us. For example by avoiding activities that led to the threat of others property like soliciting loitering and idling using our business area

5. That the use will not lower property values or impact scenic views in the surrounding area. \_\_\_\_\_

The proposed use and development will not cause anything that lower property values.

6. That existing utilities, streets, highways and proposed access roads will be adequate to accommodate anticipated traffic. \_\_\_\_\_

No traffic congestion, will not cause demonstrably undue traffic congestion nor draw demonstrably significant amount of traffic through residential or community.

7. That the use includes adequate protection for the natural drainage system and natural topography. \_\_\_\_\_

The proposal will not cause destruction or loss, or damage to any natural or historic feature of significant importance.

8. That the proposed use includes adequate measures to prevent or control offensive odor, fumes, dust, noise or vibration so that none of these will constitute a nuisance. \_\_\_\_\_

The proposed will use adequate measures to prevent or control offensive odor, fumes, dust, noise or vibration.

9. That the proposed use will not stimulate growth incompatible with prevailing density standards. \_\_\_\_\_

The proposed use will not rise level of physiological or nervous activity in any biological system we will make sure that the proposed use will not be contradictory with the current use. We will adhere to the city regulation by not littering and allowing mechanical works






# 8421 Center Drive Development App Filled Out

Final Audit Report

2021-08-17

Created:	2021-08-17
By:	James Smith (james@commercialinvestorsgroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6b2Vryf_q6FXZNRIFhfoPDI4WGrxdB8

## "8421 Center Drive Development App Filled Out" History

-  Document created by James Smith (james@commercialinvestorsgroup.com)  
2021-08-17 - 3:14:35 PM GMT- IP address: 68.46.30.162
-  Document emailed to Mike Sowers (mike@commercialinvestorsgroup.com) for signature  
2021-08-17 - 3:16:35 PM GMT
-  Email viewed by Mike Sowers (mike@commercialinvestorsgroup.com)  
2021-08-17 - 4:46:54 PM GMT- IP address: 74.125.212.136
-  Document e-signed by Mike Sowers (mike@commercialinvestorsgroup.com)  
Signature Date: 2021-08-17 - 4:48:43 PM GMT - Time Source: server- IP address: 174.219.8.210
-  Agreement completed.  
2021-08-17 - 4:48:43 PM GMT



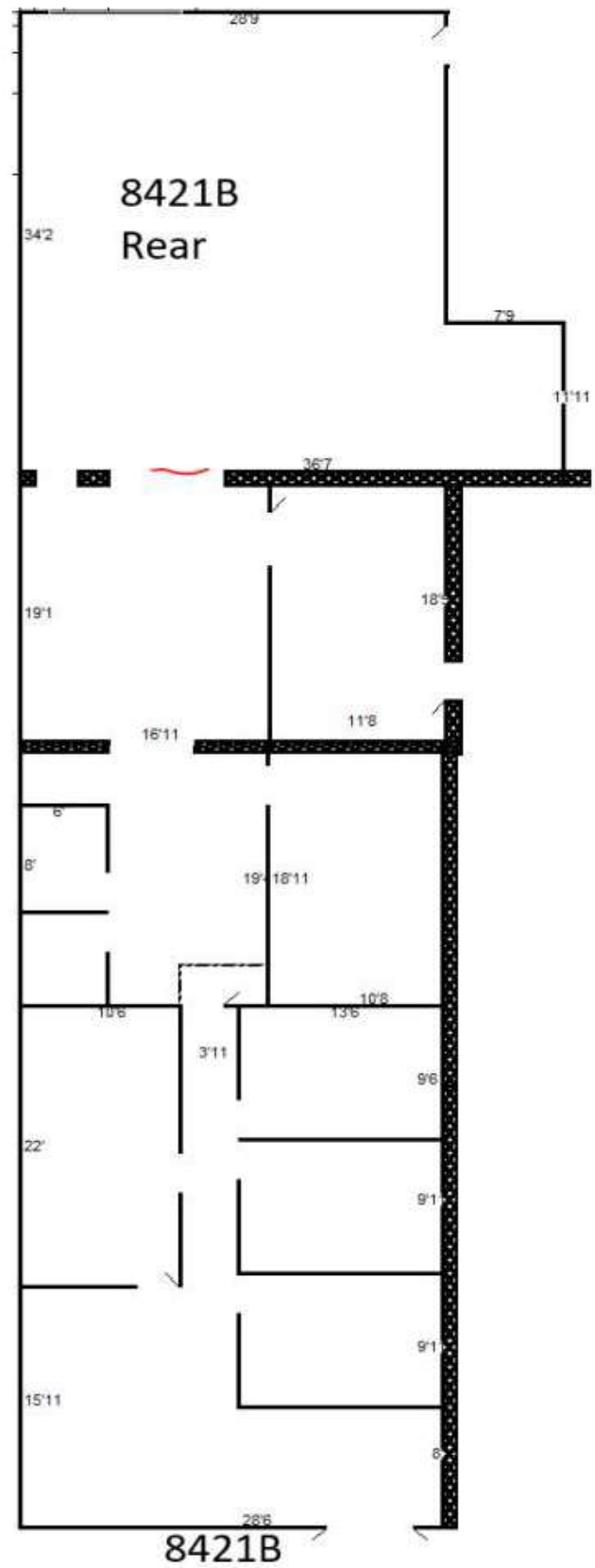


7401 Bush Lake Rd  
Suite 7  
Edina MN 55439

# 8421B

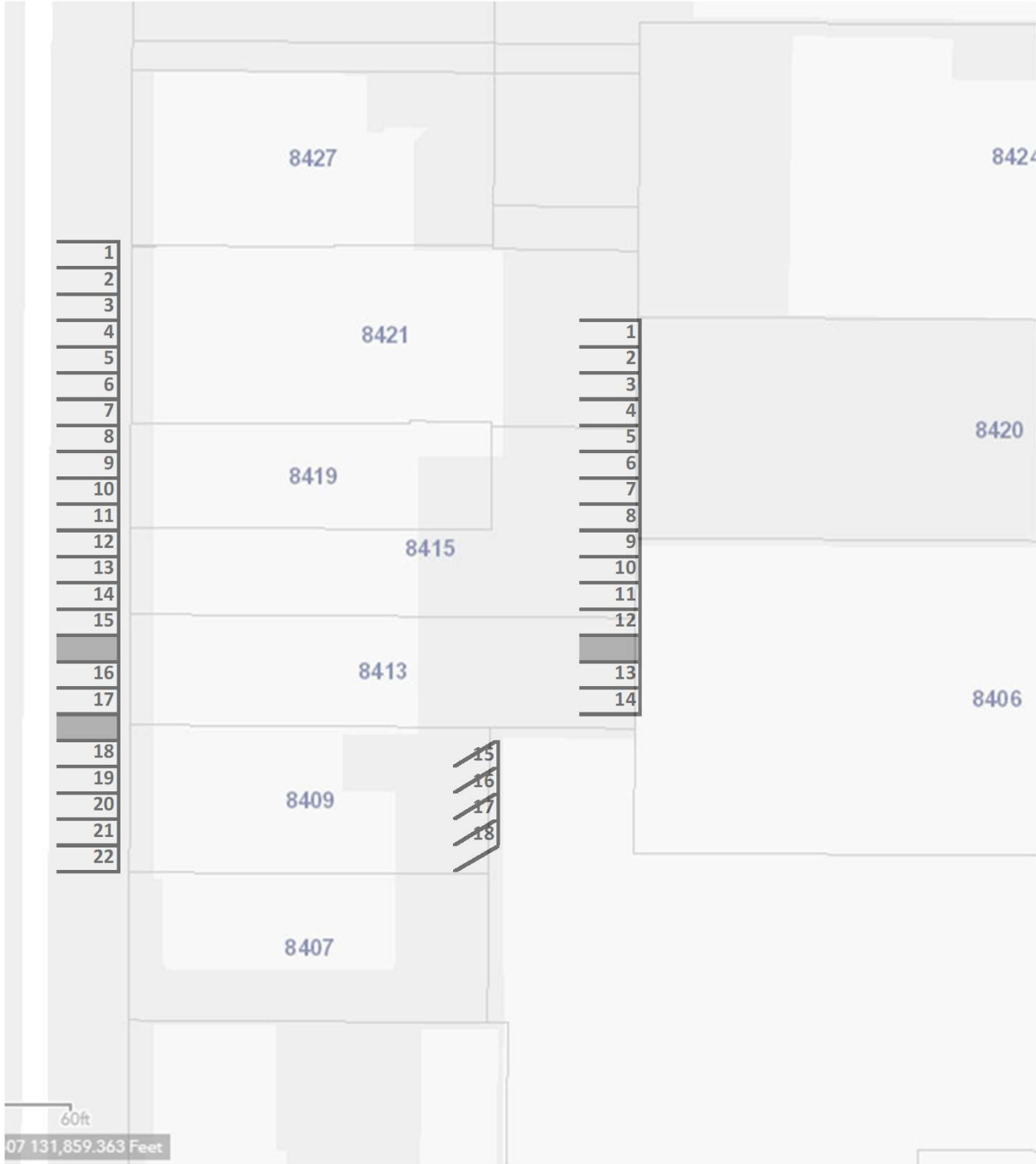
Center Dr, Spring Lake Park, MN 55432\

3,510 RSF



8409-8421 Center Drive Parking  
Parking Stalls owned by Center Drive Holdings

Front	22
Rear	18
<b>Total</b>	<b>40</b>



**From:** [Mike Sowers](#)  
**To:** [Walburg, Lauren](#)  
**Date:** Friday, September 10, 2021 8:31:33 PM  
**Attachments:** [suntide-commercial-realty\\_small\\_e0047168-3b30-4db7-be2a-db517a28c639.jpg](#)  
[phoneicon\(2\)\\_a883bb43-6975-4502-a3fa-da41254836db.jpg](#)  
[line\\_design\\_bc87bbe6-a4f0-4b87-b461-aaa597001402.jpg](#)  
[782c90cb-1120-436f-b085-c0c8b104d601.png](#)  
[420d3930-9e84-40af-9b0d-56da81869304.png](#)  
[60b3a279-d9fc-47c9-b75f-95fd8810fbe4.png](#)  
[8409-8421\\_Parking\\_Plan.pdf](#)  
[8421B\\_Space\\_Plan.pdf](#)

---

Here you go!

Mike Sowers, CCIM  
612.598.0780

[mike@commercialinvestorsgroup.com](mailto:mike@commercialinvestorsgroup.com)

\*This email was composed on a mobile phone. I appreciate your grace in excusing any errors.\*

----- Forwarded message -----

From: **Rebekah Buck** <[Rebekah@suntide.com](mailto:Rebekah@suntide.com)>  
Date: Tue, Sep 7, 2021, 4:46 PM  
Subject: RE: Spring Lake Park - application for Shashe Market  
To: Mike Sowers <[mike@commercialinvestorsgroup.com](mailto:mike@commercialinvestorsgroup.com)>  
Cc: James Smith <[james@commercialinvestorsgroup.com](mailto:james@commercialinvestorsgroup.com)>




Attached are Parking and 8421B plans along with notes below in Green. Parcel 8421 has 11 parking spaces and Center Drive Holdings owned properties have a total of 40 parking stalls.

- Total square feet in the building. **Parcel 8421 has 6,930 RSF**
- Square feet of space being leased to Shashe Market. **Tenant is taking entire 8421B (Front and Back) totaling 3,510 RSF**
- Total parking spaces on site **There are 11 parking stall on Parcel 8421. Center Drive Holdings owned properties has 40 stalls.**
- Number of parking spaces reserved for Cargreen and the other businesses **11 Parcel stalls shared with one tenant in 8421A. 8421B prorated share of Center Drive Holding owned stalls is 17.71% or 7 stalls.**
- This information is needed to ensure that there is adequate parking for all the activities on site.

Let me know if you would like me to send this information to the tenant and Lauren Walburg.

**Rebekah Buck | Property Manager**

Suntide Commercial Realty, Inc.

 [651-603-0321](tel:651-603-0321) |  [651-209-9610](tel:651-209-9610) |  [612-481-8653](tel:612-481-8653)



# Memorandum

---

**To:** Chair Hansen and Members of the Planning Commission

**From:** Daniel R. Buchholtz, MMC, Administrator, Clerk/Treasurer

**Date:** October 18, 2021

**Subject:** CUP application for Shashe Market. 8421 Center Drive NE

At the September 27, 2021 Planning Commission meeting, an objection was raised by LSV Metals about access to the rear of the 8409-8421 Center Drive NE property. The Planning Commission tabled the CUP application to provide time to research the access issue.

Center Drive holdings owns 8409 Center Drive, 8413 Center Drive, 8415 Center Drive, 8419 Center Drive and 8421 Center Drive. Quarve Contracting owns 8427 Center Drive. Diane Porath owns 8407 Center Drive. All of these addresses have common walls, having the appearance of being one larger building.

Staff has researched this matter and has determined that there is an access easement behind the 8427 Center Drive property on the north end of the building and an access easement behind the building at 8407 Center Drive. With those access easements, there is an ability to access the rear of the building from both the north end and the south end of the building. Center Drive Holdings is in the process of identifying the exact location of these easements.

With the rear building access question solved, there appears to be adequate parking for the proposed use.

If you have any further questions, please don't hesitate to contact me at 763-784-6491.

## OFFICIAL PROCEEDINGS

Pursuant to due call and notice thereof, the regularly scheduled meeting of the Spring Lake Park Planning Commission was held on October 25, 2021 at the City Hall, at 7:00 PM

### 1. CALL TO ORDER

Chair Hansen called the meeting to order at 7:00 PM.

### 2. ROLL CALL

#### MEMBERS PRESENT

Commissioner Jeff Bernhagen  
Commissioner Rick Cobbs  
Commissioner Doug Eischens  
Commissioner Hans Hansen  
Commissioner Eric Julien

#### MEMBERS ABSENT

Commissioner Aisha Ali

#### STAFF PRESENT

Building Official Jeff Baker; Administrator Daniel Buchholtz; Planner Lauren Walburg, Stantec

#### OTHERS PRESENT

John Clark, 790 Manor Drive  
Mike Sowers, Commercial Investors Group LLC

### 3. PLEDGE OF ALLEGIANCE

### 4. APPROVAL OF MINUTES

#### A. Approval of Minutes - September 27, 2021

Motion made by Commissioner Bernhagen, seconded by Commissioner Julien, to approve the minutes from the September 27, 2021 Planning Commission meeting.

Voting Yea: Chairperson Hansen, Commissioner Bernhagen, Commissioner Cobbs, Commissioner Eischens, Commissioner Julien. Motion carried.

### 5. PUBLIC HEARING

#### A. Public Hearing - Front Yard Variance - 790 Manor Drive

Administrator Buchholtz provided an overview of the request from John Clark. He stated that John Clark was seeking a variance from the 35 foot front yard setback requirement to

accommodate a small landing and entry stairs at the front door of the house. He stated that while Section 16.20.080(H)(1) permits a porch to encroach into the required front yard setback, there is a six foot limit for the encroachment, which is already being utilized by the entry into the home. He said the dimensions of the additional encroachment are 8 feet 5 inches wide by 7 feet 8 inches long.

Administrator Buchholtz stated that staff is recommending approval of the variance application with the following condition: applicant must apply for all building permits that are required.

Chair Hansen opened the public hearing at 7:05pm.

John Clark, 790 Manor Drive, stated that he is replacing the current builder step with this small landing/stairway addition. He stated that he believes the front step will fit with the aesthetic of the property.

Chair Hansen inquired as to the length of construction. Mr. Clark stated that he anticipated completing construction within two weeks.

Hearing no further public comment, Chair Hansen closed the public hearing at 7:08pm.

Motion made by Commissioner Eischens, seconded by Commissioner Cobbs, to recommend approval of a front yard variance at 790 Manor Drive, subject to the following condition: applicant must apply for all building permits that are required.

Voting Yea: Chairperson Hansen, Commissioner Bernhagen, Commissioner Cobbs, Commissioner Eischens, Commissioner Julien. Motion carried.

#### B. Public Hearing - Preliminary Plat Application - 1628 County Road 10 NE

City Planner Walburg provided an overview of a request from Brian Scholten, SLPH10, LLC, for preliminary and final plat of properties at 1628 and 1638 County Road 10 NE, all in the Warren Addition, platted in 1951. She stated the application covered the following lots: Lots 12-15 and Lots 29-32, Warren Addition (inclusive). She noted that the plat also includes a 33 foot segment of vacated right-of-way from McKinley Street.

Planner Walburg stated that the new Atlas Commercial Park plat will consist of four lots, along with an access easement over Lot 2 to provide cross access and parking among all four lots and buildings. She noted that dividing lots into a different arrangement with an access easement makes sense and is frequently done for commercial properties. She stated that the plat involved a rearrangement of lots and that there is no building, grading or other construction work proposed on site with the plat.

Planner Walburg stated that staff is recommending approval of the preliminary and final plat for Atlas Commercial Park as submitted, with the following conditions: 1) revise ALTA survey to include the location of existing sanitary sewer and water services for each building; 2) provide a

copy of an agreement covering the cross use and maintenance responsibilities for the sanitary sewer and water services on the site. This is particularly important for any existing piping that may be located under an existing structure or that will be used by more than one building; 3) along the southwest edge of the site, provide an access to the existing sanitary sewer manhole for city maintenance vehicles. This can include either removal of a portion of the existing fence or the installation of a gate in the existing fence; 4) include a 33-foot wide drainage and utility easement along the entire southwest edge of the site; and 5) provide all materials required by Chapter 14, Subdivision Control, of the Spring Lake Park City Code prior to submission of final plat for recording. She stated that the proposed lots and easements in Atlas Commercial Park are reasonable and appropriate for the property involved and SLPH10, LLC has submitted materials for a preliminary and final plat that meet the requirements of the City's subdivision ordinance.

Chair Hansen opened the public hearing at 7:15pm. Hearing no public comment, Chair Hansen closed the public hearing at 7:16pm.

Motion made by Commissioner Cobbs to recommend approval of the preliminary plat application for Atlas Commercial Park as submitted, with the following conditions: 1) revise ALTA survey to include the location of existing sanitary sewer and water services for each building; 2) provide a copy of an agreement covering the cross use and maintenance responsibilities for the sanitary sewer and water services on the site. This is particularly important for any existing piping that may be located under an existing structure or that will be used by more than one building; 3) along the southwest edge of the site, provide an access to the existing sanitary sewer manhole for city maintenance vehicles. This can include either removal of a portion of the existing fence or the installation of a gate in the existing fence; 4) include a 33-foot-wide drainage and utility easement along the entire southwest edge of the site; and 5) provide all materials required by Chapter 14, Subdivision Control, of the Spring Lake Park City Code prior to submission of final plat for recording.

Voting Yea: Chairperson Hansen, Commissioner Bernhagen, Commissioner Cobbs, Commissioner Eischens, Commissioner Julien. Motion carried.

C. Public Hearing - Ordinance Amendment - Sections 16.36.10, 16.64.010 and 16.64.040 relating to Daycare Facilities

Administrator Buchholtz presented a proposed amendment to remove adult daycare uses from the specific performance standards outlined in 16.36.10 of the Spring Lake Park City Code. He stated that the proposed ordinance would keep adult day care facilities as a conditional use in the C1, C2 and C3 zoning districts, allowing the Planning Commission to place reasonable conditions based on each application's particular situation.

Chair Hansen opened the public hearing at 7:20pm. Hearing no public comment, Chair Hansen closed the public hearing at 7:21pm.

Commissioner Julien appreciated staff addressing this code amendment in a proactive way so the City is better prepared to review an adult daycare facility use in the future.

Motion made by Commissioner Eischens, seconded by Commissioner Julien, to recommend approval of an amendment to the zoning ordinance amending Sections 16.36.10, 16.64.010 and 16.64.040 relating to daycare facilities.

Voting Yea: Chairperson Hansen, Commissioner Bernhagen, Commissioner Cobbs, Commissioner Eischens, Commissioner Julien. Motion carried.

## **6. UNFINISHED BUSINESS**

### A. Conditional Use Permit for Market/Boutique Shop and Office - 8409-8421 Center Drive

Administrator Buchholtz reported that staff researched the issue raised by LSV Metals about access to the rear of the buildings located at 8409-8421 Center Drive. He stated that there is two easements, one on the north end of 8427 Center Drive and one on the south end of 8407 Center Drive, providing access to the rear of the building at 8409-8421 Center Drive. He stated that with the rear building access question solved, there appears to be adequate parking for the proposed retail use.

Commissioner Bernhagen inquired about deliveries. Administrator Buchholtz restated the applicant's intention to accept deliveries at the front of the building.

Motion made by Commissioner Cobbs, seconded by Commissioner Julien, to recommend approval of a Conditional Use Permit for Market/Boutique Shop and Office at 8421B Center Drive, subject to the following conditions: 1) the applicant shall apply for and receive all applicable building and signage permits prior to beginning work 2) the applicant shall ensure that any customer and employee cars are parked only in spots designated for use by Shashe Market. If parking becomes a problem, in the City's opinion, the City reserves the right to revisit the Conditional Use Permit and impose conditions or limit the use of the site.

Voting Yea: Chairperson Hansen, Commissioner Bernhagen, Commissioner Cobbs, Commissioner Eischens, Commissioner Julien. Motion carried.

## **7. OTHER**

### A. Application Withdrawal - CUP for Adult Daycare at 1330-1334 81st Avenue NE

Administrator Buchholtz noted that Maftuha Hassan, Peaceful Adult Day Center LLC, withdrew their application for a conditional use permit for an adult daycare facility at 1330 and 1334 81<sup>st</sup> Avenue NE.



**B. Administrator Report**

Administrator Buchholtz noted that Executive Assistant Gooden left her position in May and that the City is now recruiting for a Deputy City Clerk. He encouraged Commissioners to encourage prospective candidates they knew to apply.

**8. ADJOURN**

Motion made by Commissioner Julien, seconded by Commissioner Eischens, to adjourn.

Voting Yea: Chairperson Hansen, Commissioner Ali, Commissioner Bernhagen, Commissioner Cobbs, Commissioner Eischens, Commissioner Julien. Motion carried.

The meeting was adjourned at 7:35 PM.

## **RESOLUTION NO. 21-45**

### **A RESOLUTION APPROVING A VARIANCE FROM THE FRONT YARD SETBACK TO ALLOW CONSTRUCTION OF SMALL LANDING AND STEPS WITHIN FRONT YARD SETBACK AT 790 MANOR DRIVE NE**

**WHEREAS**, John Clark (“Applicant”), has made application for a variance from the front yard setback standard for a small uncovered landing and steps located within the front yard setback; and

**WHEREAS**, the property 790 Manor Drive NE, is legally described as follows:

Lot 8, Block 2 Dahlmeier Acres; and

**WHEREAS**, mailed and published notice of a public hearing to consider the proposed variance was given; and

**WHEREAS**, a public hearing to consider the proposed variance was held on October 25, 2021; and

**WHEREAS**, the request was made for an additional eight (8) foot variance to the six foot permitted encroachment allowed pursuant to Section 16.20.080(H)(1) of the Zoning Code from the front yard setback; and

**WHEREAS**, the Planning Commission has considered the application against the practical difficulties test as outlined in Section 16.60.040 of the Spring Lake Park Zoning Code; and

**WHEREAS**, the Planning Commission has recommended approval subject to reasonable conditions, based on the following findings of fact:

1. The proposed addition will not alter the essential character of the neighborhood as the addition is residential in nature and will provide access from the ground level to the front door of the home.
2. The request reasonably meets the criteria in the Zoning Code for approval of variances.

**WHEREAS**, the Spring Lake Park City Council has reviewed the application and hereby accepts the findings and recommendations of the Spring Lake Park Planning Commission.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Spring Lake Park, Minnesota that the City Council hereby approves the request of John Clark, 790 Manor Drive, for an additional eight (8) foot variance to the six foot permitted encroachment allowed pursuant to Section 16.20.080(H)(1) of the Zoning Code from the front yard setback; subject to the following conditions:

1. Applicant must apply for all building permits as required.

The foregoing Resolution was moved for adoption by Councilmember.

Upon Vote being taken thereon, the following voted in favor thereof:

And the following voted against the same:

Whereon the Mayor declared said Resolution duly passed and adopted the 1st day of November, 2021.

APPROVED BY:

---

Robert Nelson, Mayor

ATTEST:

---

Daniel R. Buchholtz, City Administrator

# Memorandum

**To:** Chair Hansen and Members of the Planning Commission

**From:** Daniel R. Buchholtz, MMC, Administrator, Clerk/Treasurer

**Date:** October 19, 2021

**Subject:** Variance Request – 790 Manor Drive NE

## Background

John Clark, 790 Manor Drive NE, submitted an application for a variance from the front yard setback standard for a small home addition to accommodate an uncovered stairway into his home.



The applicant is seeking a variance from the 35 foot front yard setback requirement, as set forth in Appendix E of the Spring Lake Park City Code.

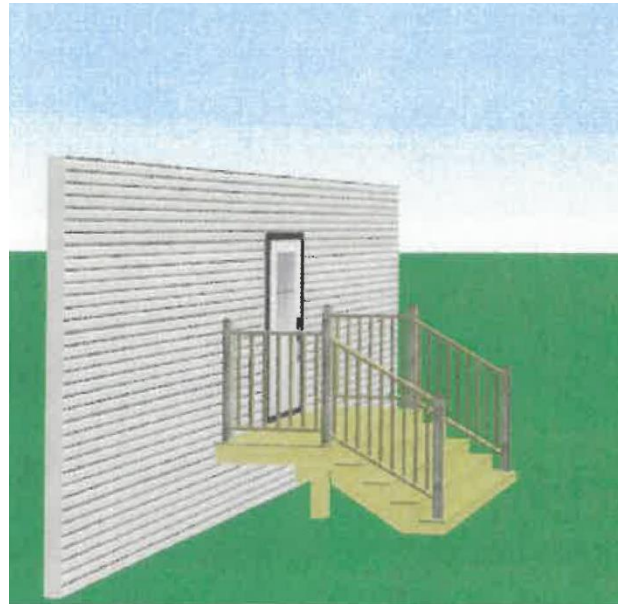
The site is located on the 700 block of Manor Drive NE, between Able

Street and Monroe Street. The property is guided for low density residential in the 2040 Comprehensive Plan. The property is zoned R-1, Single Family Residential – allowed uses include single-family homes. Property records show that the house on the property was constructed in 2021.

The City's current yard setback standards for the R-1 zoning district is as follows:

Dwelling, single family – front yard	35 feet
Dwelling, single family – rear yard	40 feet
Dwelling, single family – side yard	10 feet
Accessory uses, rear yard	5 feet
Accessory uses, side yard	5 feet

Section 16.20.080(H)(1) permits a covered porch to extend into the front yard setback a distance not exceeding 6 feet if the landing place or porch has its floor no higher than the entrance floor of the building and is not enclosed with windows, screens or the like. The Code restricts the covered area to 60 square feet and requires it to be architecturally compatible with the principal structure. The applicant already has a 48 square foot covered area encroaching 6 feet into the front yard setback (encroachment serves as the front door on the west side of the front of house). The applicant is seeking an additional encroachment to allow a small landing and entrance stairs at the front door. The dimensions of the encroachment are 8 feet 5 inches wide by 7 feet 8 inches long.



Appendix D sets the maximum percentage of lot coverage of all structures in the R-1 district at 35%. The applicant's property is approximately 13,200 square feet, which would accommodate a maximum structure lot coverage of 4,620 square feet. With the addition, the total square footage of all structures on the property is 2,850 or 21.5% of the total lot size.

The applicant is proposing to utilize the addition to accommodate an uncovered stair and land place exceeding the permitted encroachment granted under Section 16.20.080(H)(1).

*Previous applications:* Building permit for new home on site in 2020/2021.

### **Variance**

Section §16.60.040 of the City of Spring Lake Park's zoning code outlines the criteria for considering variances:

"The City Council may grant a variance from the strict application of this title and impose conditions and safeguards on the variance so granted only in instances where their strict enforcement would cause practical difficulties in complying with the official control because of circumstances unique to the individual property under consideration, and may grant a variance only when it is demonstrated that such actions will be in harmony with the general purposes and intent of this title and when the variances are consistent with the Comprehensive Plan. "Practical difficulties" as used in connection with granting of a variance means that the property owner proposes to use the property in a reasonable manner not permitted by an official control, the plight of the landowner is due to circumstances unique to the property not created by the landowner, and the variance, if granted, will not alter the essential character of the locality. Economic considerations alone do not constitute practical difficulties. Practical

difficulties also includes, but is not limited to, direct sunlight for solar energy systems. A variance shall not be granted to allow a use that is not allowed in the zoning district involved.”

### **Recommendation**

Staff recommends approval of the variance. Staff’s analysis of the application shows that the proposed addition will not alter the character of the neighborhood as the proposed addition is residential in nature. Staff believes the proposed addition will improve the aesthetic of the home, thereby increasing the value of their property and the surrounding neighborhood.

If the Planning Commission wishes to recommend approval of the variances, it would be with the following conditions:

1. Applicant must apply for all building permits as required.

If the Planning Commission wishes to recommend denial of the variance, it would be with the following findings of fact.

1. The proposed addition greatly exceeds the standards for permitted encroachments in the front yard setback, thereby impacting the character of the neighborhood.
2. All of the homes along the south side of Manor Drive in this area are at the required front yard setback, thereby the proposed addition would negatively impact the character of the neighborhood.

If you have any questions regarding this application, please don’t hesitate to contact me at 763-784-6491.



**City of Spring Lake Park**  
1301 81<sup>st</sup> Avenue NE  
Spring Lake Park, MN 55432  
763-784-6491 (p) 763-792-7257 (f)  
[info@slpmn.org](mailto:info@slpmn.org)

### For Office Use Only

Case Number:  
Fee Paid: 450.00  
Received by: Wander  
Date Filed:  
Date Complete:  
Base Fee: 150 Escrow: 300.00

## DEVELOPMENT APPLICATION

### TYPE OF APPLICATION (Check All That Apply)

- |                                                       |                                                         |                                            |
|-------------------------------------------------------|---------------------------------------------------------|--------------------------------------------|
| <input type="checkbox"/> Appeal                       | <input type="checkbox"/> Site Plan/Building Plan Review | <input type="checkbox"/> Minor Subdivision |
| <input type="checkbox"/> Comprehensive Plan Amendment | <input type="checkbox"/> Conceptual Plan Review         | <input type="checkbox"/> Lot Combination   |
| <input type="checkbox"/> Ordinance Amendment (Text)   | <input type="checkbox"/> Conditional Use Permit         | <input type="checkbox"/> Preliminary Plat  |
| <input type="checkbox"/> Rezoning                     | <input type="checkbox"/> Variance                       | <input type="checkbox"/> Final Plat        |
| <input type="checkbox"/> Planned Unit Development     | <input type="checkbox"/> Street or Easement Vacation    | <input type="checkbox"/> Other _____       |

### PROPERTY INFORMATION

Street Address: 790 MAJOR DR.  
Property Identification Number (PIN#): \_\_\_\_\_ Current Zoning: \_\_\_\_\_  
Legal Description (Attach if necessary): \_\_\_\_\_

### APPLICANT INFORMATION

Name: <u>John Clark</u>	Business Name:	
Address: <u>790 MAJOR DR.</u>		
City: <u>SPRING LAKE PARK</u>	State: <u>MN.</u>	Zip Code: <u>55432</u>
Telephone: <u>763-780-5813</u>	Fax:	E-mail:
Contact:	Title:	

### OWNER INFORMATION (if different from applicant)

Name:	Business Name:	
Address:		
City:	State:	Zip Code:
Telephone:	Fax:	E-mail:
Contact:	Title:	

### DESCRIPTION OF REQUEST (attach additional information if needed)

Existing Use of Property: \_\_\_\_\_  
Nature of Proposed Use: \_\_\_\_\_  
Reason(s) to Approve Request: \_\_\_\_\_

### PREVIOUS APPLICATIONS PERTAINING TO THE SUBJECT SITE

Project Name:	Date of Application:
Nature of Request:	

**NOTE:** Applications only accepted with ALL required support documents.  
See City Code



## APPLICATION FEES AND EXPENSES:

The City of Spring Lake Park requires all applicants to reimburse the City for any and all costs incurred by the City to review and act upon applications.

The application fee includes administrative costs which are necessary to process the application. The escrow fee will include all charges for staff time by the City Planner, City Engineer, City Attorney, and/or any other consultants as needed to process the application.

Minnesota Statute § 471.462 requires all cities to provide, upon request, a nonbinding estimate of consulting fees in connection with applications for permits, licenses, or other approvals relating to real estate development or construction. If the applicant requests the estimate, the application shall not be deemed complete until the City has (1) provided an estimate to the applicant; (2) received the required application fees, as specified by the City; (3) received a signed acceptance of the fee estimate from the applicant; and (4) received a signed statement that the applicant has not relied on the estimate of fees in its decision to proceed with the final application from the applicant.

The City will track all consultant costs associated with the application. If these costs are projected to exceed the money initially deposited to your escrow account, you will be notified in the manner that you have identified below that additional monies are required in order for your application process to continue. If you choose to terminate the application (notice must be in writing), you will be responsible for all costs incurred to that point. If you choose to continue the process you will be billed for the additional monies and an explanation of expenses will be furnished. Remittance of these additional fees will be due within thirty (30) days from the date the invoice is mailed. If payment is not received as required by this agreement, the City may approve a special assessment for which the property owner specifically agrees to be assessed for 100 percent per annum and waives any and all appeals under Minnesota Statutes Section 429.081 as amended. **All fees and expenses are due whether the application is approved or denied.**

With my signature below, I hereby acknowledge that I have read this agreement in its entirety and understand the terms herein. **I agree to pay to the City all costs incurred during the review process as set forth in this Agreement.** This includes any and all expenses that exceed the initial Escrow Deposit to be paid within 30 days of billing notification. I further understand that the application process will be terminated if payment is not made and application may be denied for failure to reimburse City for costs. I further understand that the City may approve a special assessment against my property for any unpaid escrows and that I specifically waive any and all appeals under Minnesota Statutes 429.081, as amended.

I wish to be notified of additional costs in the following manner (select one):

☐ E-mail \_\_\_\_\_ ☐ Fax \_\_\_\_\_ ☐ USPS – Certified Mail

I, the undersigned, hereby apply for the considerations described above and declare that the information and materials submitted in support of this application are in compliance with adopted City policy and ordinance requirements are complete to the best of my knowledge.

I acknowledge that I have read the statement entitled "Application Fees and Expenses" as listed above.

I understand that this application will be processed in accordance with established City review procedures and Minnesota Statutes Section 15.99 as amended, at such time as it is determined to be complete. Pursuant to Minnesota Statutes Section 15.99, the City will notify the applicant within fifteen (15) business days from the filing date of any incomplete or other information necessary to complete the application, including all four requirements of Minnesota Statute § 471.462, should I request a written estimate of consultant fees. Failure on my part to supply all necessary information as requested by the City may be cause for denying this application.

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

Owner: John W Clark Date: 10-4-21

**NOTE:** Applications only accepted with ALL required support documents.  
See City Code



**City of Spring Lake Park  
Variance Supplemental Application**

A variance cannot be approved unless the Planning Commission and City Council find that the "practical difficulties" standard has been met. Please provide a response as to how/why your project will meet the following criteria. Use additional sheets if necessary and consult with the Zoning Administrator if you need clarification on the intent of any of the standards set below.

1. Applicant Information:

Name: John Clark  
Address: 790 Manor Dr.  
City/State/Zip: Spring Lake Park MN  
55432

Telephone: \_\_\_\_\_  
Cell Phone: 763-780-5813  
E-mail: \_\_\_\_\_

2. Property Owner Information (if different from above):

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

3. Project Location (Address and Legal Description): \_\_\_\_\_

4. Present Use of Property: Family home

5. Description of Project: Front Entry steps

6. Specify Section of the Ordinance from which variance is sought: Front door

7. Explain how you wish to vary from the applicable provisions of this Ordinance: distance  
from property 38.10' - 6.2' = 31.9'

8. Please attach a site plan or accurate survey as may be required by Ordinance.

9. **Practical Difficulties Test:** Please answer the following questions as they relate to your specific variance request.

a. In your opinion, is the variance in harmony with the purposes and intent of the Ordinance?

☒ Yes    ☐ No    Why or why not?

Front steps to enter house

b. In your opinion, is the variance consistent with the Comprehensive Plan?

☒ Yes ☐ No Why or why not?

A BETTER look to the front of house

c. In your opinion, does the proposal put property to use in a reasonable manner?

☒ Yes ☐ No Why or why not?

A NECESSARY needed step

d. In your opinion, are there circumstances unique to the property? (physical characteristics of the property – i.e. sloping topography or other natural features like wetlands or trees)?

☐ Yes ☒ No Why or why not?

It's sand

e. In your opinion, will the variance maintain the essential character of the locality?

☒ Yes ☐ No Why or why not?

It will fit the look of the house

The Planning Commission must make an affirmative finding on all of the five criteria listed above in order to grant a variance. The applicant for a variance has the burden of proof to show that all of the criteria listed above have been satisfied.

The undersigned certifies that they are familiar with application fees and other associated costs and also with the procedural requirements of the City Code and other applicable ordinances.

Applicant Signature:

John W Clark

Date:

10-4-21

Fee Owner's (Property Owner) Signature:

John W Clark

Date:

10-4-21

## **16.60.040 Variances**

- A. *Purpose.* The City Council may grant a variance from the strict application of this title and impose conditions and safeguards on the variance so granted only in instances where their strict enforcement would cause practical difficulties in complying with the official control because of circumstances unique to the individual property under consideration, and may grant a variance only when it is demonstrated that such actions will be in harmony with the general purposes and intent of this title and when the variances are consistent with the Comprehensive Plan. "Practical difficulties" as used in connection with the granting of a variance means that the property owner proposes to use the property in a reasonable manner not permitted by an official control, the plight of the landowner is due to circumstances unique to the property not created by the landowner, and the variance, if granted, will not alter the essential character of the locality. Economic considerations alone do not constitute practical difficulties. Practical difficulties also includes, but is not limited to, direct sunlight for solar energy systems. A variance shall not be granted to allow a use that is not allowed in the zoning district involved.
- B. The City Council may impose conditions in the granting of variances. A condition must be directly related to and must bear a rough proportionality to the impact created by the variance.
- C. *Application.* An application for a variance shall be filed with the Zoning Administrator and shall state the unique circumstances claimed as a basis for the variance. The application shall contain at least the following information:
1. The signature of each owner of affected property or his agent.
  2. The legal description of the property and the common address.
  3. A description of the variance requested and a statement demonstrating that the variance would conform to the requirements necessary for approval.
  4. The present use.
  5. Any maps, drawings and plans that the Zoning Administrator considers to be of value in considering the application.
- D. *Referral to Planning Commission.* The application shall be referred to the Planning Commission for study concerning the effect of the proposed variance upon the Comprehensive Plan, and upon the character and development of the surrounding neighborhood. The Planning Commission shall make a recommendation to the City Council to grant or deny the variance, and may recommend imposing conditions in the granting of the variance. The conditions may include considerations such as location, character and other features of the proposed building.
- E. *Approval; denial.* Variances require the approval of a majority vote of the City Council. Variances may be denied by motion of the City Council and such motion shall constitute a determination that the findings required for approval do not exist. No application for a variance which has been denied in whole or in part shall be resubmitted within six months of the date of the order of denial, except upon grounds of new evidence or upon proof of change of conditions. The City Council may impose conditions upon the granting of a variance. The conditions may include considerations such as location, aesthetics and other features of the proposed buildings. A condition must be directly related to and must bear a rough proportionality to the impact created by the variance.
- F. *Decision period.* All applications shall be reviewed consistent with M.S. § 15.99.
- G. *Revocation.* A violation of any condition attached to the approval of a variance shall constitute a violation of this title and shall constitute sufficient cause for the termination of the variance by the

City Council.

- H. *Expiration.* If the development does not proceed within one year of the date on which the variance was granted, such variance shall become void, except that, on application, the City Council may extend the variance for such additional period as it deems appropriate.

House

32"  
off  
ground

12' O.C.  
8' 8"

Decking

2x8's

Handrail

4x8"

12" footing  
42" down

Steps  
5 risers

12" tread

Handrail

6' ft wide

Sidewalk

YARD

drive way

Design ID: 318851147116  
Estimate ID: 4272

**MENARDS**  
**Design & Buy** DECK

### **Additional Options**

Deck Flashing: No Rolled Joist Flashing

Lattice/Skirting: None

Underdecking: No Underdecking

Design ID: 318851147116  
Estimate ID: 4272

## L1

Height off the ground: 2' 8"  
Width: 8' 5"  
Length: 4' 0"

## S1

Height off the ground: 2' 8"  
Width: 8' 5"  
Length: 3' 8"

## Decking

Deck Board Material Type: AC2 Green Treated  
Deck Board: 5/4x6 Thick Deck  
Deck Board Fastener: 6-Lobe Drive Tan Premium Exterior Deck Screw

## Framing

Framing Material Type: AC2 Green Treated  
Joist: 2x8  
Joist Spacing: 16" On Center  
Beam: 2x8  
Framing Post: 6x6 Framing Post  
Framing Fastener Type: Galvanized Framing Fastener  
Footing: 12" Poured Footing  
Footing Depth: 48" Footing Depth  
Joist Hanger Type: Galvanized Joist Hanger  
Joist Hanger Fastener Type: Joist Hanger Fastener Nail

## Railing

Railing Material Type: AC2 Railing  
Railing Style: Traditional Railing  
Spindle: 2x2x36 Square  
Handrail: 2 x 4 Handrail  
Graspable Handrail: No Graspable Handrail  
Railing Post: 4 x 4 x 54 AC2 Treated Chamfered Deck Post  
Base Ring: No Ring  
Mounting Style: Joist Mount

L1 - Railing Posts

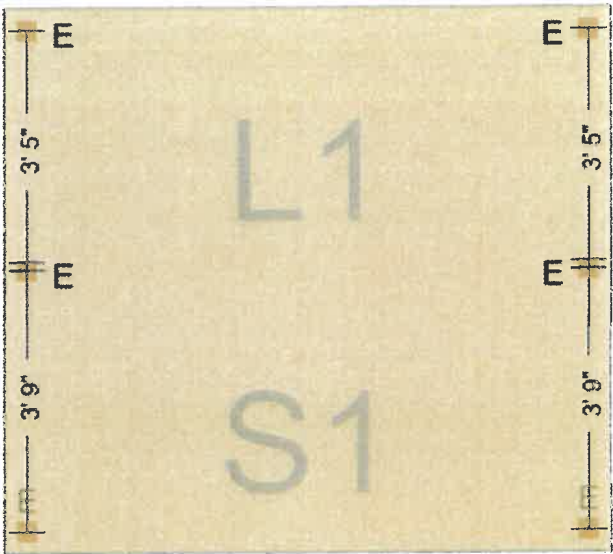


Illustration does not represent all available railing post placement options.  
Railing post dimensions are on center.

L1

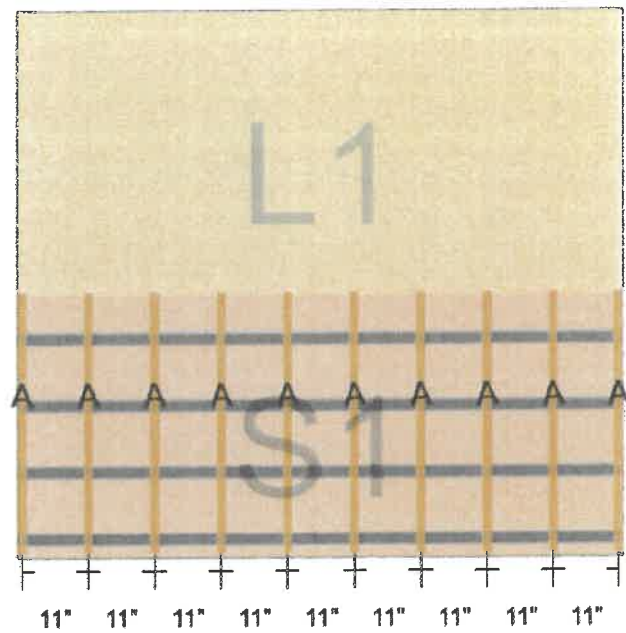
Label	Count
E - End Post	2
E - End Post	2

S1

Label	Count
E - End Post	2



L1 - Stair Framing



S1 - Stringer

Label	Length	Count
A	3' 7"	10

### How to purchase at the store

1. Take this packet to any Menards store.
2. Have a building materials team member enter the design number into the Deck Estimator Search Saved Designs page.
3. Apply the design to System V to create the material list.
4. Take the purchase documents to the register and pay.

### How to recall and purchase a saved design at home

1. Go to Menards.com.
2. Select the Deck Estimator from the Project Center.
3. Select Search Saved Designs.
4. Log into your account.
5. Select the saved design to load back into the estimator.
6. Add your deck to the cart and purchase.

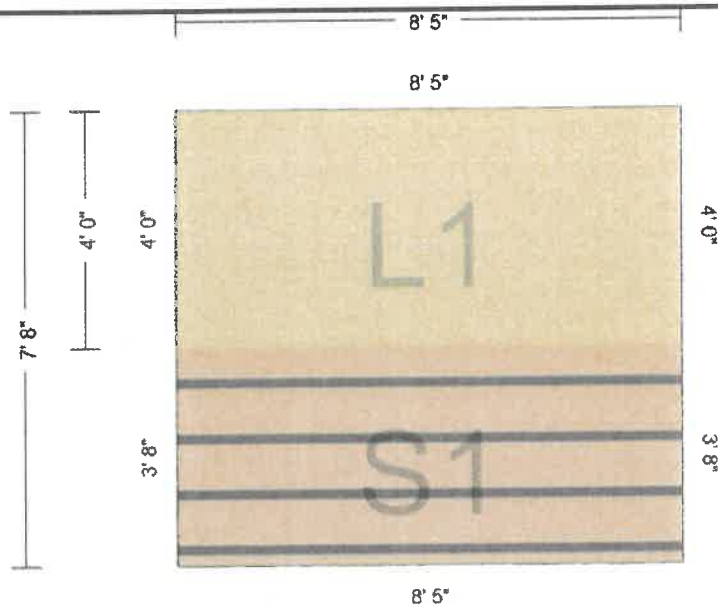


Illustration intended to show general deck size and shape. Some options may not be shown for picture clarity.

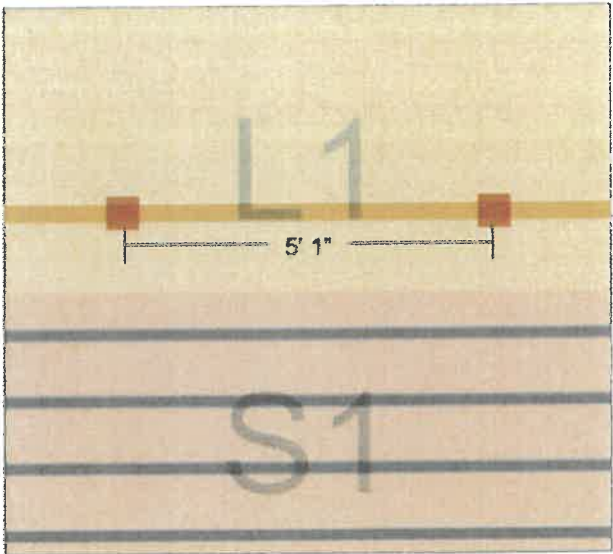
**Estimated Price: \$1,201.73**

*\*Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.*

**Layout dimension sheets are intended as a construction aid. Not all options selected are shown.**

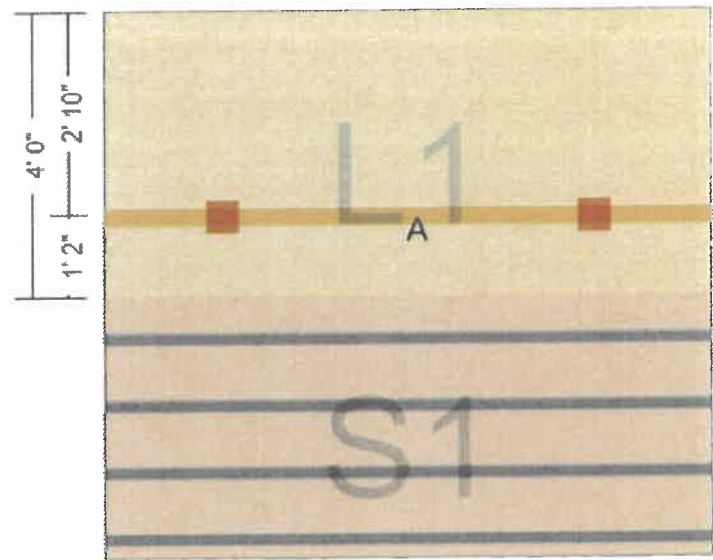
Final design should be performed by a registered professional engineer to ensure all applicable building codes and regulations are met. This is an estimate. It is only for general price information. This is not an offer and there can be no legally binding contract between the parties based on this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form. The availability of materials is subject to inventory conditions. **MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE GUEST WHO RELIES ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY MATERIALS STATED HEREIN.** All information on this form, other than price, has been provided by the guest. Menards is not responsible for any errors in the information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully. **MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE GUEST. BECAUSE OF THE WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS.**

**L1 - Posts and Footings**



Dimensions displayed are from center of post to center of post.

L1 - Beams

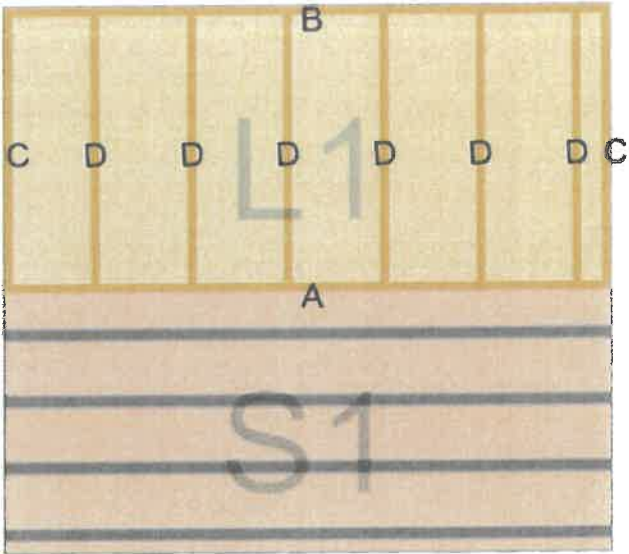


2 boards nailed together is 2 ply

L1 - Lumber: 2 ply - 2 x 8 AC2

Label	Length	Count
A	8' 5"	1

L1 - Joists



Lumber: 2 x 8 AC2

Joist Spacing: 16" on center

Label	Length	Count	Usage
A	8' 5"	1	Rim Joist
B	8' 5"	1	Ledger Joist
C	3' 9"	2	Rim Joist
D	3' 9"	6	Internal Joist

### How to purchase at the store

1. Take this packet to any Menards store.
2. Have a building materials team member enter the design number into the Deck Estimator Search Saved Designs page.
3. Apply the design to System V to create the material list.
4. Take the purchase documents to the register and pay.

### How to recall and purchase a saved design at home

1. Go to Menards.com.
2. Select the Deck Estimator from the Project Center.
3. Select Search Saved Designs.
4. Log into your account.
5. Select the saved design to load back into the estimator.
6. Add your deck to the cart and purchase.

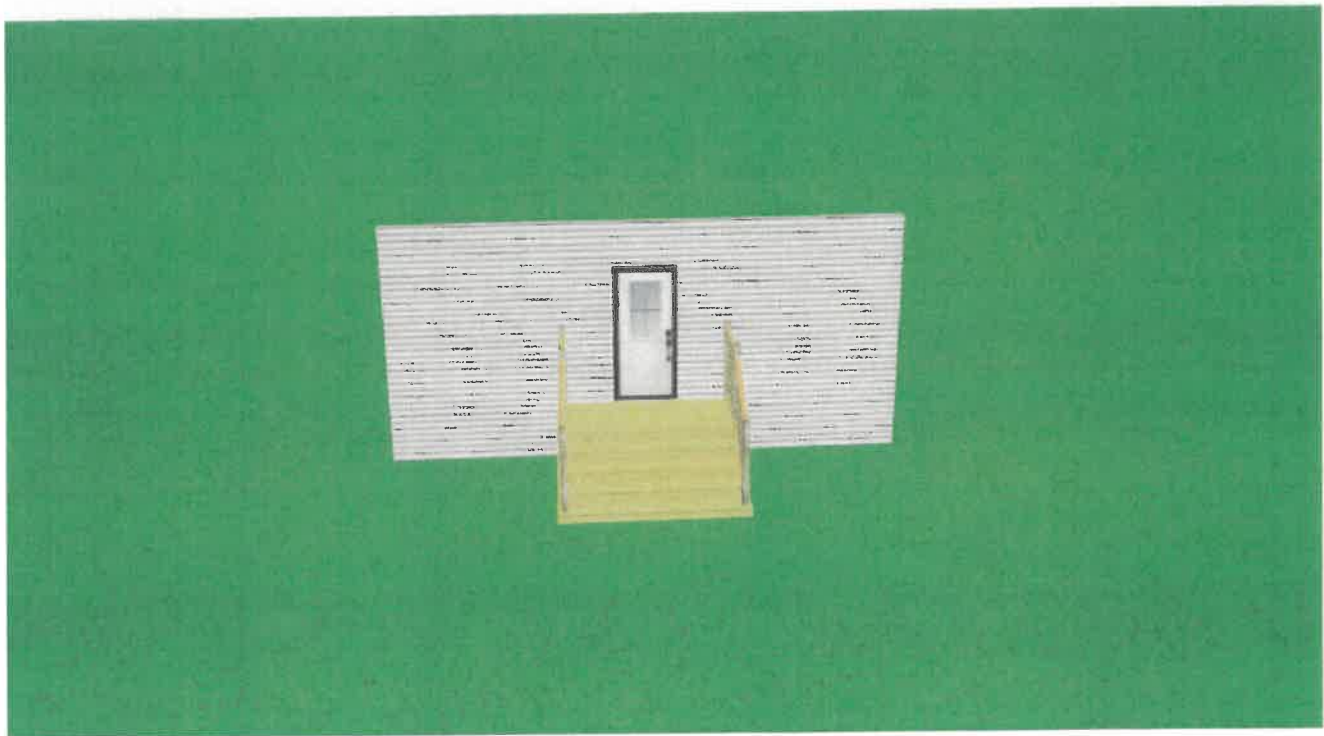


Illustration intended to show general deck size and shape. Some options may not be shown for picture clarity.

**Estimated Price: \$1,201.73**

*\*Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.*

**Layout dimension sheets are intended as a construction aid. Not all options selected are shown.**

Final design should be performed by a registered professional engineer to ensure all applicable building codes and regulations are met. This is an estimate. It is only for general price information. This is not an offer and there can be no legally binding contract between the parties based on this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form. The availability of materials is subject to inventory conditions. MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE GUEST WHO RELIES ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY MATERIALS STATED HEREIN. All information on this form, other than price, has been provided by the guest. Menards is not responsible for any errors in the information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully. MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE GUEST. BECAUSE OF THE WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS.



### How to purchase at the store

1. Take this packet to any Menards store.
2. Have a building materials team member enter the design number into the Deck Estimator Search Saved Designs page.
3. Apply the design to System V to create the material list.
4. Take the purchase documents to the register and pay.

### How to recall and purchase a saved design at home

1. Go to Menards.com.
2. Select the Deck Estimator from the Project Center.
3. Select Search Saved Designs.
4. Log into your account.
5. Select the saved design to load back into the estimator.
6. Add your deck to the cart and purchase.

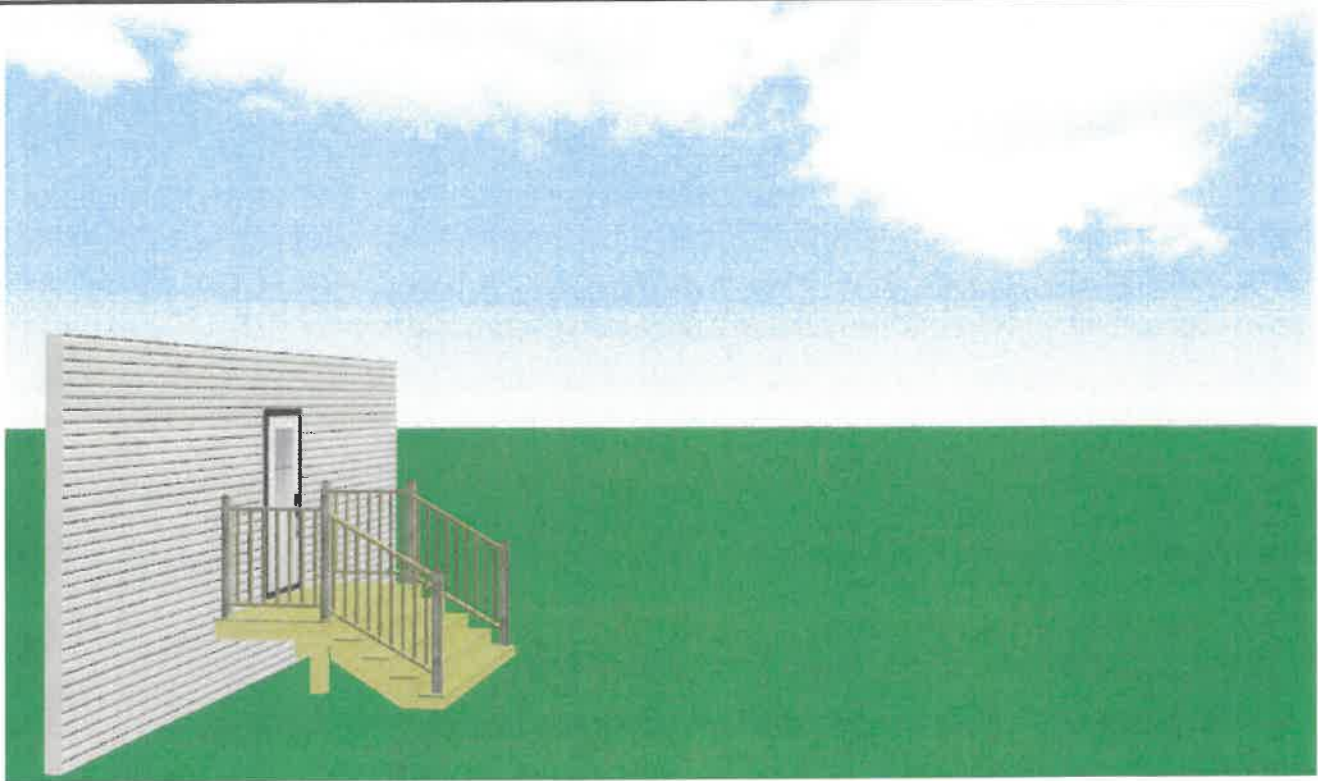


Illustration intended to show general deck size and shape. Some options may not be shown for picture clarity.

**Estimated Price: \$1,201.73**

*\*Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.*

**Layout dimension sheets are intended as a construction aid. Not all options selected are shown.**

Final design should be performed by a registered professional engineer to ensure all applicable building codes and regulations are met. This is an estimate. It is only for general price information. This is not an offer and there can be no legally binding contract between the parties based on this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form. The availability of materials is subject to inventory conditions. MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE GUEST WHO RELIES ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY MATERIALS STATED HEREIN. All information on this form, other than price, has been provided by the guest. Menards is not responsible for any errors in the information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully. MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE GUEST. BECAUSE OF THE WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS.

## OFFICIAL PROCEEDINGS

Pursuant to due call and notice thereof, the regularly scheduled meeting of the Spring Lake Park Planning Commission was held on October 25, 2021 at the City Hall, at 7:00 PM

### 1. CALL TO ORDER

Chair Hansen called the meeting to order at 7:00 PM.

### 2. ROLL CALL

#### MEMBERS PRESENT

Commissioner Jeff Bernhagen  
Commissioner Rick Cobbs  
Commissioner Doug Eischens  
Commissioner Hans Hansen  
Commissioner Eric Julien

#### MEMBERS ABSENT

Commissioner Aisha Ali

#### STAFF PRESENT

Building Official Jeff Baker; Administrator Daniel Buchholtz; Planner Lauren Walburg, Stantec

#### OTHERS PRESENT

John Clark, 790 Manor Drive  
Mike Sowers, Commercial Investors Group LLC

### 3. PLEDGE OF ALLEGIANCE

### 4. APPROVAL OF MINUTES

#### A. Approval of Minutes - September 27, 2021

Motion made by Commissioner Bernhagen, seconded by Commissioner Julien, to approve the minutes from the September 27, 2021 Planning Commission meeting.

Voting Yea: Chairperson Hansen, Commissioner Bernhagen, Commissioner Cobbs, Commissioner Eischens, Commissioner Julien. Motion carried.

### 5. PUBLIC HEARING

#### A. Public Hearing - Front Yard Variance - 790 Manor Drive

Administrator Buchholtz provided an overview of the request from John Clark. He stated that John Clark was seeking a variance from the 35 foot front yard setback requirement to



accommodate a small landing and entry stairs at the front door of the house. He stated that while Section 16.20.080(H)(1) permits a porch to encroach into the required front yard setback, there is a six foot limit for the encroachment, which is already being utilized by the entry into the home. He said the dimensions of the additional encroachment are 8 feet 5 inches wide by 7 feet 8 inches long.

Administrator Buchholtz stated that staff is recommending approval of the variance application with the following condition: applicant must apply for all building permits that are required.

Chair Hansen opened the public hearing at 7:05pm.

John Clark, 790 Manor Drive, stated that he is replacing the current builder step with this small landing/stairway addition. He stated that he believes the front step will fit with the aesthetic of the property.

Chair Hansen inquired as to the length of construction. Mr. Clark stated that he anticipated completing construction within two weeks.

Hearing no further public comment, Chair Hansen closed the public hearing at 7:08pm.

Motion made by Commissioner Eischens, seconded by Commissioner Cobbs, to recommend approval of a front yard variance at 790 Manor Drive, subject to the following condition: applicant must apply for all building permits that are required.

Voting Yea: Chairperson Hansen, Commissioner Bernhagen, Commissioner Cobbs, Commissioner Eischens, Commissioner Julien. Motion carried.

#### B. Public Hearing - Preliminary Plat Application - 1628 County Road 10 NE

City Planner Walburg provided an overview of a request from Brian Scholten, SLPH10, LLC, for preliminary and final plat of properties at 1628 and 1638 County Road 10 NE, all in the Warren Addition, platted in 1951. She stated the application covered the following lots: Lots 12-15 and Lots 29-32, Warren Addition (inclusive). She noted that the plat also includes a 33 foot segment of vacated right-of-way from McKinley Street.

Planner Walburg stated that the new Atlas Commercial Park plat will consist of four lots, along with an access easement over Lot 2 to provide cross access and parking among all four lots and buildings. She noted that dividing lots into a different arrangement with an access easement makes sense and is frequently done for commercial properties. She stated that the plat involved a rearrangement of lots and that there is no building, grading or other construction work proposed on site with the plat.

Planner Walburg stated that staff is recommending approval of the preliminary and final plat for Atlas Commercial Park as submitted, with the following conditions: 1) revise ALTA survey to include the location of existing sanitary sewer and water services for each building; 2) provide a

copy of an agreement covering the cross use and maintenance responsibilities for the sanitary sewer and water services on the site. This is particularly important for any existing piping that may be located under an existing structure or that will be used by more than one building; 3) along the southwest edge of the site, provide an access to the existing sanitary sewer manhole for city maintenance vehicles. This can include either removal of a portion of the existing fence or the installation of a gate in the existing fence; 4) include a 33-foot wide drainage and utility easement along the entire southwest edge of the site; and 5) provide all materials required by Chapter 14, Subdivision Control, of the Spring Lake Park City Code prior to submission of final plat for recording. She stated that the proposed lots and easements in Atlas Commercial Park are reasonable and appropriate for the property involved and SLPH10, LLC has submitted materials for a preliminary and final plat that meet the requirements of the City's subdivision ordinance.

Chair Hansen opened the public hearing at 7:15pm. Hearing no public comment, Chair Hansen closed the public hearing at 7:16pm.

Motion made by Commissioner Cobbs to recommend approval of the preliminary plat application for Atlas Commercial Park as submitted, with the following conditions: 1) revise ALTA survey to include the location of existing sanitary sewer and water services for each building; 2) provide a copy of an agreement covering the cross use and maintenance responsibilities for the sanitary sewer and water services on the site. This is particularly important for any existing piping that may be located under an existing structure or that will be used by more than one building; 3) along the southwest edge of the site, provide an access to the existing sanitary sewer manhole for city maintenance vehicles. This can include either removal of a portion of the existing fence or the installation of a gate in the existing fence; 4) include a 33-foot-wide drainage and utility easement along the entire southwest edge of the site; and 5) provide all materials required by Chapter 14, Subdivision Control, of the Spring Lake Park City Code prior to submission of final plat for recording.

Voting Yea: Chairperson Hansen, Commissioner Bernhagen, Commissioner Cobbs, Commissioner Eischens, Commissioner Julien. Motion carried.

C. Public Hearing - Ordinance Amendment - Sections 16.36.10, 16.64.010 and 16.64.040 relating to Daycare Facilities

Administrator Buchholtz presented a proposed amendment to remove adult daycare uses from the specific performance standards outlined in 16.36.10 of the Spring Lake Park City Code. He stated that the proposed ordinance would keep adult day care facilities as a conditional use in the C1, C2 and C3 zoning districts, allowing the Planning Commission to place reasonable conditions based on each application's particular situation.

Chair Hansen opened the public hearing at 7:20pm. Hearing no public comment, Chair Hansen closed the public hearing at 7:21pm.

Commissioner Julien appreciated staff addressing this code amendment in a proactive way so the City is better prepared to review an adult daycare facility use in the future.

Motion made by Commissioner Eischens, seconded by Commissioner Julien, to recommend approval of an amendment to the zoning ordinance amending Sections 16.36.10, 16.64.010 and 16.64.040 relating to daycare facilities.

Voting Yea: Chairperson Hansen, Commissioner Bernhagen, Commissioner Cobbs, Commissioner Eischens, Commissioner Julien. Motion carried.

## **6. UNFINISHED BUSINESS**

### A. Conditional Use Permit for Market/Boutique Shop and Office - 8409-8421 Center Drive

Administrator Buchholtz reported that staff researched the issue raised by LSV Metals about access to the rear of the buildings located at 8409-8421 Center Drive. He stated that there is two easements, one on the north end of 8427 Center Drive and one on the south end of 8407 Center Drive, providing access to the rear of the building at 8409-8421 Center Drive. He stated that with the rear building access question solved, there appears to be adequate parking for the proposed retail use.

Commissioner Bernhagen inquired about deliveries. Administrator Buchholtz restated the applicant's intention to accept deliveries at the front of the building.

Motion made by Commissioner Cobbs, seconded by Commissioner Julien, to recommend approval of a Conditional Use Permit for Market/Boutique Shop and Office at 8421B Center Drive, subject to the following conditions: 1) the applicant shall apply for and receive all applicable building and signage permits prior to beginning work 2) the applicant shall ensure that any customer and employee cars are parked only in spots designated for use by Shashe Market. If parking becomes a problem, in the City's opinion, the City reserves the right to revisit the Conditional Use Permit and impose conditions or limit the use of the site.

Voting Yea: Chairperson Hansen, Commissioner Bernhagen, Commissioner Cobbs, Commissioner Eischens, Commissioner Julien. Motion carried.

## **7. OTHER**

### A. Application Withdrawal - CUP for Adult Daycare at 1330-1334 81st Avenue NE

Administrator Buchholtz noted that Maftuha Hassan, Peaceful Adult Day Center LLC, withdrew their application for a conditional use permit for an adult daycare facility at 1330 and 1334 81<sup>st</sup> Avenue NE.

**B. Administrator Report**

Administrator Buchholtz noted that Executive Assistant Gooden left her position in May and that the City is now recruiting for a Deputy City Clerk. He encouraged Commissioners to encourage prospective candidates they knew to apply.

**8. ADJOURN**

Motion made by Commissioner Julien, seconded by Commissioner Eischens, to adjourn.

Voting Yea: Chairperson Hansen, Commissioner Ali, Commissioner Bernhagen, Commissioner Cobbs, Commissioner Eischens, Commissioner Julien. Motion carried.

The meeting was adjourned at 7:35 PM.

## **RESOLUTION NO. 21-46**

### **A RESOLUTION APPROVING PRELIMINARY AND FINAL PLAT FOR ATLAS COMMERCIAL PARK**

WHEREAS, Brian Scholten, SLPH10, LLC, (“Applicant”) has submitted an application for preliminary and final plat to subdivide land located at 1628 and 1638 County Road 10 NE in the City of Spring Lake Park; and

WHEREAS, the proposed subdivision is located on a parcel approximately 2.288 acres in size, legally described as Lots 12, 13, 14, 15, 29, 30, 31, and 32, Warren Addition, Anoka County, Minnesota, EXCEPT that part of Lot 15 described as Parcel 2 of Anoka County Highway Right of Way Plat No. 60, together with that apart of vacated McKinley Street accruing thereto.

WHEREAS, the final plat will divide the property into four (4) commercial lots; and

WHEREAS, the property is guided as commercial in the City’s Comprehensive Plan and is zoned C-1, Shopping Center Commercial; and

WHEREAS, the Planning Commission held a public hearing on the proposed request at its October 25, 2021 meeting and recommended approval of the proposed plat, subject to conditions, making the following findings of fact:

1. The proposed lots and easements in Atlas Commercial Park are reasonable and appropriate for the property involved.
2. SLPH10, LLC has submitted materials for a preliminary and final plat generally meeting the requirements of the Spring Lake Park subdivision ordinance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Spring Lake Park, Minnesota that the City Council does hereby approve the preliminary and final plat for Atlas Commercial Park, as submitted by the applicant and depicted on the plat drawings from Civil Site Group dated September 14, 2021, subject to the following conditions:

1. Revise ALTA survey to include the location of existing sanitary sewer and water services for each building
2. Provide a copy of an agreement covering the cross use and maintenance responsibilities for the sanitary sewer and water services on the site.
3. Along the southwest edge of the site, provide an access to the existing sanitary sewer manhole for city maintenance vehicles. This can include either removal of a portion of the existing fence or the installation of a gate in the existing fence.
4. Include a 33-foot wide drainage and utility easement along the entire southwest edge of the site (McKinley Street vacated right-of way).
5. Provide all materials required by Chapter 14, Subdivision Control, of the Spring Lake Park City Code prior to final approval of the final plat.

6. Re-address the 1628 County Road 10 building to eliminate confusion.
7. Provide a 10-foot sidewalk/trail easement on the south side of the property abutting CSAH 35 for future pedestrian facilities.

The foregoing Resolution was moved for adoption by .

Upon Vote being taken thereon, the following voted in favor thereof:

And the following voted against the same:

Whereon the Mayor declared said Resolution duly passed and adopted the 1st day of November, 2021.

CITY OF SPRING LAKE PARK, MINNESOTA

---

Robert Nelson, Mayor

ATTEST:

---

Daniel R. Buchholtz, MMC, Administrator

To:	Spring Lake Park Planning Commission City of Spring Lake Park	From:	Phil Carlson and Phil Gravel Stantec
File:	1628 & 1638 County Road 10 NE, Preliminary and Final Plat Brian Scholten, SLPH10, LLC	Date:	October 25, 2021

**Re: 1628 & 1638 County Road 10 NE, Preliminary & Final Plat**

## BACKGROUND

Brian Scholten is requesting approval of a preliminary and final plat for the properties at 1628 and 1638 County Road 10 NE, to divide the parcel into separate commercial parcels sharing a parking lot. The two addresses now include three separate buildings on eight separate lots of record. The proposed Atlas Commercial Park plat would divide the property into four new lots with an access easement across most of the parking lot.

The properties are part of the commercial uses on the frontage road south of County Road 10 at the eastern edge of Spring Lake Park between Pleasant View Drive and Arthur Street.

The application notes the 1628 address, but the properties owned by SLPH10 LLC involved in the plat include both 1628 and 1638 County Road 10 NE, all in the Warren Addition, platted in 1951.

## EXISTING PROPERTY

The properties involved are now legally described as follows:

- **1628 County Road 10 NE:**
  - Lot 12 Warren Addn PID 01-30-24-14-0016
  - Lot 13 Warren Addn PID 01-30-24-14-0017
  - Lot 14 Warren Addn PID 01-30-24-14-0018
  - Lot 30 Warren Addn PID 01-30-24-14-0034
  - Lot 31 Warren Addn PID 01-30-24-14-0035
  - Lot 32 Warren Addn PID 01-30-24-14-0036
- **1628 County Road 10 NE:**
  - Lot 15 Warren Addn PID 01-30-24-14-0019
  - Lot 29 Warren Addn PID 01-30-24-14-0033
- There is also a 33-ft-wide segment of vacated right-of-way for McKinley Street behind these lots which is incorporated into the new plat.





**Re: 1628 & 1638 County Road 10 NE, Preliminary & Final Plat**

### 1628 & 1638 County Road 10 NE Street View



### PROPOSED PLAT

The new Atlas Commercial Park plat will have the following parcels, illustrated to the right:

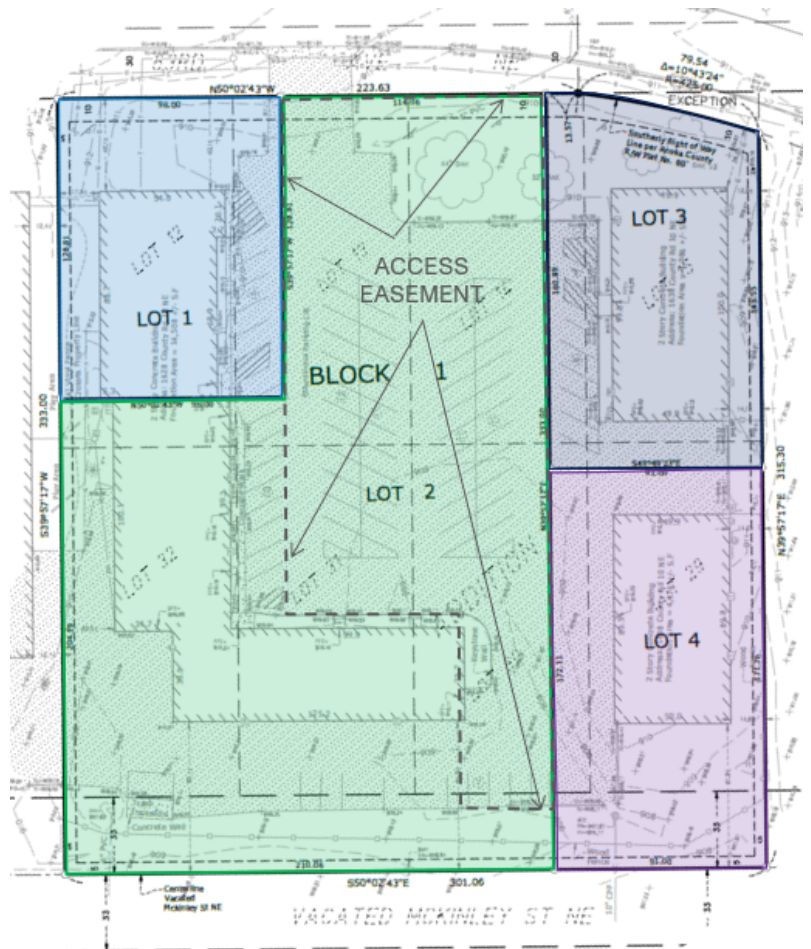
- Lot 1 Block 1 Atlas Commercial Park
- Lot 2 Block 1 Atlas Commercial Park
- Lot 3 Block 1 Atlas Commercial Park
- Lot 4 Block 1 Atlas Commercial Park

As noted above, an access easement will be recorded across Lot 2 to provide cross access and parking among all four lots and buildings.

### PLANNING ISSUES

Dividing the lots in a different arrangement with an access easement between them makes sense and is frequently done for commercial properties.

The plat involves just the rearrangement of lots; there is no building, grading, or other construction work proposed on site with this plat.





**Re: 1628 & 1638 County Road 10 NE, Preliminary & Final Plat**

## **ENGINEERING ISSUES**

Engineering and Public Works have the following comments on the proposed plat:

1. Revise ALTA survey to include the location of existing sanitary sewer and water services for each building.
2. Provide a copy of an agreement covering the cross use and maintenance responsibilities for the sanitary sewer and water services on the site. This is particularly important for any existing piping that may be located under an existing structure or that will be used by more than one building.
3. Along the southwest edge of the site, provide an access to the existing sanitary sewer manhole for city maintenance vehicles. This can include either removal of a portion of the existing fence or the installation of a gate in the existing fence.
4. Include a 33-foot wide drainage and utility easement along the entire southwest edge of the site.
5. Provide all materials required by Chapter 14 Subdivision Control of the Spring Lake Park code prior to final approval of the final plat.

## **RECOMMENDATION**

We recommend that the Planning Commission recommend approval of the preliminary plat and final plat for Atlas Commercial Park as submitted, with the five conditions noted above in the engineering comments.

## **MOTION TEMPLATE**

Motion for Approval of the Preliminary and Final Plat

The Planning Commission recommends that the City Council approve the preliminary and final plat for Atlas Commercial Park as submitted, with the five conditions noted in the Planning Report from Stantec dated October 25, 2021, and with the Findings of Fact noted in that report.

## **FINDINGS OF FACT**

1. The proposed lots and easements in Atlas Commercial Park are reasonable and appropriate for the property involved.
2. SLPH10, LLC has submitted materials for a preliminary and final plat meeting the requirements of the Spring Park subdivision ordinance.

## **DEADLINE FOR ACTION**

A preliminary plat has a 120-day deadline for final action, different from the 60-day limit for zoning actions. The plat application was received on September 21, 2021. Final deadline for action by the City Council is January 20, 2022.



**City of Spring Lake Park**  
 1301 81<sup>st</sup> Avenue NE  
 Spring Lake Park, MN 55432  
 763-784-6491 (p) 763-792-7257 (f)  
[info@slpmn.org](mailto:info@slpmn.org)

For Office Use Only	
Case Number:	
Fee Paid:	
Received by:	
Date Filed:	
Date Complete:	
Base Fee: _____	Escrow: _____

## DEVELOPMENT APPLICATION

TYPE OF APPLICATION (Check All That Apply)		
<input type="checkbox"/> Appeal <input type="checkbox"/> Comprehensive Plan Amendment <input type="checkbox"/> Ordinance Amendment (Text) <input type="checkbox"/> Rezoning <input type="checkbox"/> Planned Unit Development	<input type="checkbox"/> Site Plan/Building Plan Review <input type="checkbox"/> Conceptual Plan Review <input type="checkbox"/> Conditional Use Permit <input type="checkbox"/> Variance <input type="checkbox"/> Street or Easement Vacation	<input type="checkbox"/> Minor Subdivision <input type="checkbox"/> Lot Combination <input checked="" type="checkbox"/> Preliminary Plat <input type="checkbox"/> Final Plat <input type="checkbox"/> Other _____
PROPERTY INFORMATION		
Street Address: 1628 County Rd 10 NE, Spring Lake Park		
Property Identification Number (PIN#): 01-30-24-14-0016		Current Zoning: C-1
Legal Description: LOT 12 WARREN ADD, SUBJ TO EASE OF REC (Attach if necessary):		
APPLICANT INFORMATION		
Name: Brian Scholten		Business Name: SLPH10, LLC
Address: 2923 Aspen Lake Dr NE		
City: Blaine	State: MN	Zip Code: 55449
Telephone: 763-392-0201	Fax:	E-mail: <a href="mailto:brian@caspiarealty.com">brian@caspiarealty.com</a>
Contact:		Title: Manager
OWNER INFORMATION (if different from applicant)		
Name:		Business Name:
Address:		
City:	State:	Zip Code:
Telephone:	Fax:	E-mail:
Contact:		Title:
DESCRIPTION OF REQUEST (attach additional information if needed)		
Existing Use of Property:	General commercial park	
Nature of Proposed Use:	General commercial park	
Reason(s) to Approve Request:	This new plat puts property lines where they should be. It also ensures each building gets separately owned and dedicated parking removing conflict.	
PREVIOUS APPLICATIONS PERTAINING TO THE SUBJECT SITE		
Project Name: Atlas Commercial park.		Date of Application: <a href="#">9/21/21</a>
Nature of Request:	Slightly modify lot lines to properly delineate each building + parking	
<b>NOTE:</b> Applications only accepted with ALL required support documents. See City Code		

## APPLICATION FEES AND EXPENSES:

The City of Spring Lake Park requires all applicants to reimburse the City for any and all costs incurred by the City to review and act upon applications.

The application fee includes administrative costs which are necessary to process the application. The escrow fee will include all charges for staff time by the City Planner, City Engineer, City Attorney, and/or any other consultants as needed to process the application.

Minnesota Statute § 471.462 requires all cities to provide, upon request, a nonbinding estimate of consulting fees in connection with applications for permits, licenses, or other approvals relating to real estate development or construction. If the applicant requests the estimate, the application shall not be deemed complete until the City has (1) provided an estimate to the applicant; (2) received the required application fees, as specified by the City; (3) received a signed acceptance of the fee estimate from the applicant; and (4) received a signed statement that the applicant has not relied on the estimate of fees in its decision to proceed with the final application from the applicant.

The City will track all consultant costs associated with the application. If these costs are projected to exceed the money initially deposited to your escrow account, you will be notified in the manner that you have identified below that additional monies are required in order for your application process to continue. If you choose to terminate the application (notice must be in writing), you will be responsible for all costs incurred to that point. If you choose to continue the process you will be billed for the additional monies and an explanation of expenses will be furnished. Remittance of these additional fees will be due within thirty (30) days from the date the invoice is mailed. If payment is not received as required by this agreement, the City may approve a special assessment for which the property owner specifically agrees to be assessed for 100 percent per annum and waives any and all appeals under Minnesota Statutes Section 429.081 as amended. **All fees and expenses are due whether the application is approved or denied.**

With my signature below, I hereby acknowledge that I have read this agreement in its entirety and understand the terms herein. **I agree to pay to the City all costs incurred during the review process as set forth in this Agreement.** This includes any and all expenses that exceed the initial Escrow Deposit to be paid within 30 days of billing notification. I further understand that the application process will be terminated if payment is not made and application may be denied for failure to reimburse City for costs. I further understand that the City may approve a special assessment against my property for any unpaid escrows and that I specifically waive any and all appeals under Minnesota Statutes 429.081, as amended.


I wish to be notified of additional costs in the following manner (select one):

☒ E-mail brian@caspianrealty.com ☐ Fax \_\_\_\_\_ ☐ USPS – Certified Mail

I, the undersigned, hereby apply for the considerations described above and declare that the information and materials submitted in support of this application are in compliance with adopted City policy and ordinance requirements are complete to the best of my knowledge.

I acknowledge that I have read the statement entitled "Application Fees and Expenses" as listed above.

I understand that this application will be processed in accordance with established City review procedures and Minnesota Statutes Section 15.99 as amended, at such time as it is determined to be complete. Pursuant to Minnesota Statutes Section 15.99, the City will notify the applicant within fifteen (15) business days from the filing date of any incomplete or other information necessary to complete the application, including all four requirements of Minnesota Statute § 471.462, should I request a written estimate of consultant fees. Failure on my part to supply all necessary information as requested by the City may be cause for denying this application.

Applicant:  Date: 9/29/21

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

**NOTE:** Applications only accepted with ALL required support documents.  
See City Code

**Transaction Identification Data for reference only:**

Issuing Agent: **Guaranty Commercial Title, Inc.**

Issuing Office: **465 Nicollet Mall, Suite 230, Minneapolis, MN 55401**

Loan ID Number:

Issuing Office File Number: **66358**

Property Address: **1628 County Highway 10, Spring Lake Park, MN 55432**

Supplemental Number: **not applicable**

**COMMITMENT FOR TITLE INSURANCE**

Issued by

***Old Republic National Title Insurance Company***

**SCHEDULE A**

1. Commitment Date: **June 21, 2021, 8:00 AM**
2. Policy to be issued:
  - (a) 2006 ALTA® Owners Policy  
Proposed Insured: **Topline Properties LLC, a Minnesota limited liability company**  
Proposed Policy Amount: **\$1,050,000.00**
  - (b) 2006 ALTA® Loan Policy  
Proposed Insured:  
Proposed Policy Amount:
3. The estate or interest in the land described or referred to in this Commitment is:  
**Fee Simple**
4. The title is, at the Effective Date vested in:  
**SLPH10 LLC, a Minnesota limited liability company**
5. The land referred to in this Commitment is described as follows:  
**SEE ATTACHED EXHIBIT "A"**

Countersigned

**Guaranty Commercial Title, Inc.**



By: \_\_\_\_\_  
Authorized Signatory

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



## EXHIBIT "A"

**Parcel 1:**

Lots 12, 13, 14, 15, 29, 30, 31 and 32, [Warren Addition](#), Anoka County, Minnesota, EXCEPT that part of Lot 15 described as Parcel 2 of [Anoka County Highway Right of Way Plat No. 60](#), together with that part of vacated McKinley Street accruing thereto.

**Parcel Identifier Numbers:**

01-30-24-14-0016; 01-30-24-14-0017; 01-30-24-14-0018; 01-30-24-14-0019; 01-30-24-14-0033;  
01-30-24-14-0034; 01-30-24-14-0035; and 01-30-24-14-0036

(Abstract)

**Parcel 2:**

Lot 35, Warren Addition, Anoka County Minnesota, together with that part of vacated McKinley Street accruing thereto.

**Parcel Identifier Number:**

01-30-24-14-0039

(Abstract)

---

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



## COMMITMENT FOR TITLE INSURANCE

Issued by

### ***Old Republic National Title Insurance Company***

#### **SCHEDULE B, PART I Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **Deed of conveyance from SLPH10 LLC, a Minnesota limited liability company, to Topline Properties LLC, a Minnesota limited liability company.**
6. **Mortgage to secure your loan.**
7. **Real Estate Mortgage dated November 14, 2019, filed April 08, 2020, as Document No. [2257160.004](#), to secure indebtedness in the amount of \$1,760,000.00 and any other sums which may become due and payable under the terms thereof, executed by SLPH10 LLC, a Minnesota limited liability company, as mortgagor, to Royal Credit Union, as mortgagee. (as to Parcels 1 and 2)**
  - a. **Satisfaction, release or subordination is required.**
8. **Assignment of Leases and Rents dated November 14, 2019, filed April 08, 2020, as Document No. [2257160.005](#), executed by SLPH10 LLC, a Minnesota limited liability company, as assignor, to Royal Credit Union, as assignee.**
  - a. **Satisfaction, release or subordination is required.**
9. **Financing Statement filed April 08, 2020 as Document No. [2257160.006](#) between SLPH10 LLC, debtor and Royal Credit Union, as secured party.**
  - a. **Satisfaction, release or subordination is required.**

---

Copyright 2006-2016 American Land Title Association. All rights reserved.  
The use of this Form is restricted to ALTA licensees and ALTA members  
in good standing as of the date of use. All other uses are prohibited.  
Reprinted under license from the American Land Title Association.



## SCHEDULE B, PART II

### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by public records.
3. Rights or claims of parties in possession and easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey of the premises.
4. **Taxes due and payable in 2020 and prior years are paid. Taxes due and payable in 2021 in the total amount of \$33,423.36 (Base tax \$33,034.52) are one-half paid on PID No. 01-30-24-14-0016. Non-Homestead. (Lot 12)**

**Taxes due and payable in 2020 and prior years are paid. Taxes due and payable in 2021 in the total amount of \$1,726.46 (Base tax \$1,726.46) are one-half paid on PID No. 01-30-24-14-0017. Non-Homestead. (Lot 13)**

**Taxes due and payable in 2020 and prior years are paid. Taxes due and payable in 2021 in the total amount of \$1,726.46 (Base tax \$1,726.46) are one-half paid on PID No. 01-30-24-14-0018. Non-Homestead. (Lot 14)**

**Taxes due and payable in 2020 and prior years are paid. Taxes due and payable in 2021 in the total amount of \$11,144.24 (Base tax \$10,971.38) are one-half paid on PID No. 01-30-24-14-0019. Non-Homestead. (Lot 15)**

**Taxes due and payable in 2020 and prior years are paid. Taxes due and payable in 2021 in the total amount of \$10,372.54 (Base tax \$10,199.68) are one-half paid on PID No. 01-30-24-14-0033. Non-Homestead. (Lot 29)**

**Taxes due and payable in 2020 and prior years are paid. Taxes due and payable in 2021 in the total amount of \$1,739.88 (Base tax \$1,739.88) are one-half paid on PID No. 01-30-24-14-0034. Non-Homestead. (Lot 30)**

**Taxes due and payable in 2020 and prior years are paid. Taxes due and payable in 2021 in the total amount of \$1,739.88 (Base tax \$1,739.88) are one-half paid on PID No. 01-30-24-14-0035. Non-Homestead. (Lot 31)**

---

Copyright 2006-2016 American Land Title Association. All rights reserved.  
The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
Reprinted under license from the American Land Title Association.



Taxes due and payable in 2020 and prior years are paid. Taxes due and payable in 2021 in the total amount of \$1,739.88 (Base tax \$1,739.88) are one-half paid on PID No. 01-30-24-14-0036. Non-Homestead. (Lot 32)

Taxes due and payable in 2020 and prior years are paid. Taxes due and payable in 2021 in the total amount of \$5,639.64 (Base tax \$5,586.40) are one-half paid on PID No. 01-30-24-14-0039. Non-Homestead. (Lot 35)

**NOTE:** This commitment does not cover utility bills against the subject property that are not shown on current taxes or assessment searches.

5. **NOTE:** There are no special assessments, levied or pending, now a lien on said property.
6. Terms and conditions of City of Spring Lake Park special use permit to conduct used car retail sales, filed March 24, 1998 as Document No. [1329906.0](#). (as to Lots 12, 13, 31, and 32)
7. Broadband Communications easement(s) over subject premises in favor of Comcast of Minnesota, Inc., as created in Document No. [2020387.001](#). (as to Lot 12)
8. Use and quiet enjoyment easement(s) over the Land as evidenced by Document No(s). [917537](#). (as to Parcel 2)
9. Declaration of Driveway Easement dated May 10, 2018, filed June 05, 2018, as Document No. [2200931.001](#) which contain no forfeiture provision. (as to Parcel 2)

**INFORMATIONAL NOTE:** Fee owner took title to Parcel 1 by vesting deed Document No. [2257160.001](#). Fee owner took title to Parcel 2 by vesting deed Document No. [2257160.002](#). McKinley Street was vacated by City Council Resolution 83-16 filed as Document No. [612867](#). Anoka County Highway Right-of-Way Plat No. 60 was filed as Document No. [1566350](#).

This commitment was prepared by Matthew Foli.

If there are any questions or requests, please contact your Closer, Jodi Tagessen, at [jtagessen@guarantytitle.net](mailto:jtagessen@guarantytitle.net) / 612-746-0416 and Assistant Closer, Tristan Evenson, at [tevenson@guarantytitle.net](mailto:tevenson@guarantytitle.net).





**COMMITMENT FOR TITLE INSURANCE  
ISSUED BY  
Old Republic National Title Insurance Company**

**NOTICE**

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**COMMITMENT CONDITIONS**

**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Guaranty Commercial Title, Inc.. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
  - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
  - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I - Requirements;
  - (f) Schedule B, Part II - Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**  
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
    - (i) comply with the Schedule B, Part I - Requirements;
    - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
    - (iii) acquire the Title or create the Mortgage covered by this Commitment.
  - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
  - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Guaranty Commercial Title, Inc.. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Guaranty Commercial Title, Inc.. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*



PRELIMINARY PLAT: ATLAS COMMERCIAL PARK

PRELIMINARY PLAT GENERAL NOTES

PROPERTY DESCRIPTION:

Lots 12, 13, 14, 15, 29, 30, 31 and 32, Warren Addition, Anoka County, Minnesota, EXCEPT that part of Lot 15 described as Parcel 2 of Anoka County Highway Right of Way Plat No. 60, together with that part of vacated McKinley Street accruing thereto.  
(Abstract)

DATE OF PREPARATION:

9-14-2021

APPLICANT:

SLPH10 LLC, a Minnesota limited liability company  
Brian Scholten  
763-392-0201

BENCHMARKS:

Site Benchmark is the top nut hydrant, located 18 +/- feet north of the most easterly property corner, having an elevation of 913.94 feet, as shown hereon.

AREAS:

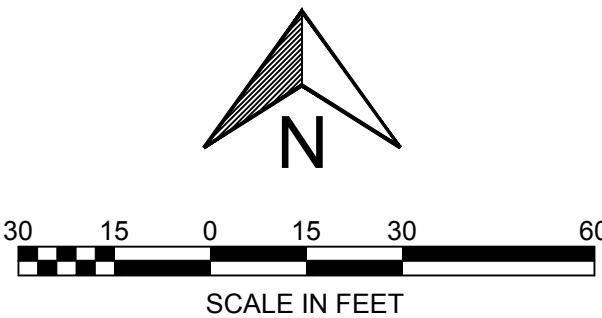
Proposed Lot 1 = 12,365 Sq. Ft. or 0.284 Acres  
Proposed Lot 2 = 57,585 Sq. Ft. or 1.322 Acres  
Proposed Lot 3 = 14,070 Sq. Ft. or 0.323 Acres  
Proposed Lot 4 = 15,646 Sq. Ft. or 0.359 Acres  
Total Property Area = 99,666 Sq. Ft. or 2.288 Acres

FLOOD ZONE:



































































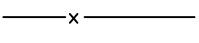
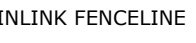
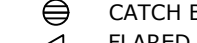
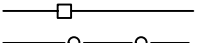

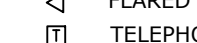
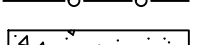


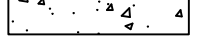
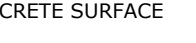
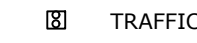
This property is contained in Zone X (area determined to be outside the 0.2% annual chance floodplain) per Flood Insurance Rate Map, Community Panel No. 27003C0401E, effective date of December 16, 2015.

  
Rory L. Synsteliën  
rory@civilsitegroup.com

Minnesota License No. 44565



Linetype & Symbol Legend

	ELECTRIC LINE		AIR CONDITIONER		UTILITY VAULT
	ELECTRIC LINE (RECORD)		CABLE TV BOX		UTILITY MANHOLE
	FIBER/COMM. LINE		ELECTRIC MANHOLE		ELECTRICAL OUTLET
	FIBER/COMM. LINE (RECORD)		ELECTRIC TRANSFORMER		HAND HOLE
	GASMAIN		ELECTRICAL METER		BOLLARD
	GASMAIN (RECORD)		FIBER/COMM. MANHOLE		FLAG POLE
	OVERHEAD UTILITIES		POWER POLE		FUEL TANK
	GUY WIRE		GUY WIRE		HANDICAP SYMBOL
	GAS METER		GAS METER		LIGHT POLE
	GAS MANHOLE		GAS MANHOLE		MAIL BOX
	GAS VALVE		GAS VALVE		SEWER CLEAN OUT
	ROOF DRAIN		ROOF DRAIN		SANITARY MANHOLE
	SEWER CLEAN OUT		SEWER CLEAN OUT		STORM MANHOLE
	SANITARY MANHOLE		SANITARY MANHOLE		CATCH BASIN
	STORM MANHOLE		STORM MANHOLE		FLARED END SECTION
	CATCH BASIN		CATCH BASIN		TELEPHONE BOX
	FLARED END SECTION		FLARED END SECTION		TELEPHONE MANHOLE
	TELEPHONE BOX		TELEPHONE BOX		WATER MANHOLE
	TELEPHONE MANHOLE		TELEPHONE MANHOLE		WATER VALVE
	WATER MANHOLE		WATER MANHOLE		WELL
	WATER VALVE		WATER VALVE		
	WELL		WELL		
	CONCRETE SURFACE		PAVER SURFACE		BITUMINOUS SURFACE
	PAVER SURFACE		BITUMINOUS SURFACE		GRAVEL/LANDSCAPE SURFACE
	BITUMINOUS SURFACE		GRAVEL/LANDSCAPE SURFACE		
	GRAVEL/LANDSCAPE SURFACE				

1628 County Road 10 NE

Spring Lake Park, Anoka County, MN 55432

Caspian Group

7401 Bush Lake rd, Edina, MN 55439

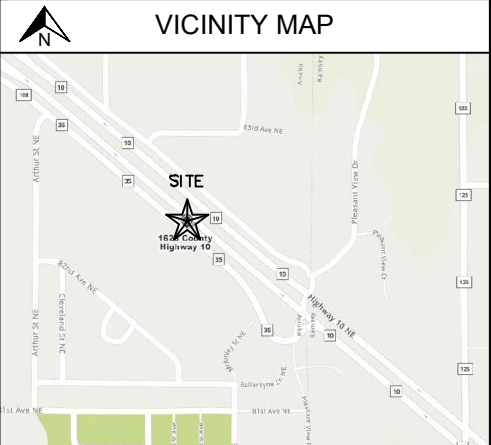
PROJECT

CLIENT

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

  
RORY L. SYNSTELIËN  
DATE 9-21-2021 LICENSE NO. 44565

QA/QC	
FIELD CREW	OF
DRAWN BY	JRN
REVIEWED BY	CJ
UPDATED BY	



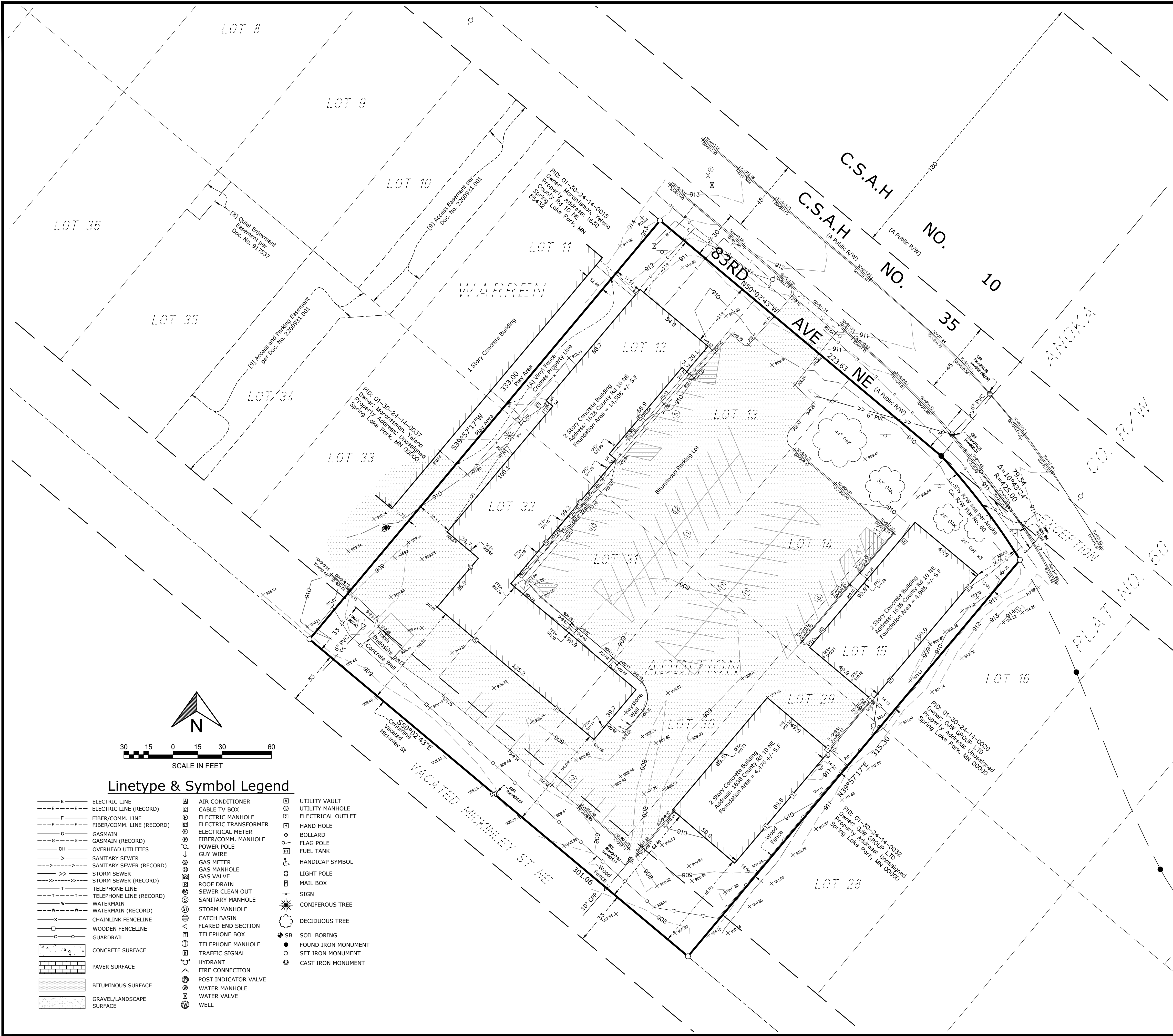
REVISION SUMMARY	
DATE	DESCRIPTION

PROJECT NO. - 21318

PRELIMINARY PLAT

V2.0





### Linetype & Symbol Legend

—E—	ELECTRIC LINE	⊠	AIR CONDITIONER	⊠	UTILITY VAULT
---E---E---	ELECTRIC LINE (RECORD)	⊠	CABLE TV BOX	⊠	UTILITY MANHOLE
---F---	FIBER/COMM. LINE	⊠	ELECTRIC MANHOLE	⊠	ELECTRICAL OUTLET
---F---F---	FIBER/COMM. LINE (RECORD)	⊠	ELECTRIC TRANSFORMER	⊠	HAND HOLE
---G---	GASMAIN	⊠	ELECTRICAL METER	⊠	BOLLARD
---G---G---	GASMAIN (RECORD)	⊠	FIBER/COMM. MANHOLE	⊠	FLAG POLE
---OH---	OVERHEAD UTILITIES	⊠	POWER POLE	⊠	FUEL TANK
---S---	SANITARY SEWER	⊠	GUY WIRE	⊠	HANDICAP SYMBOL
---S---S---	SANITARY SEWER (RECORD)	⊠	GAS METER	⊠	LIGHT POLE
---SS---	STORM SEWER	⊠	GAS MANHOLE	⊠	MAIL BOX
---SS---S---	STORM SEWER (RECORD)	⊠	GAS VALVE	⊠	SIGN
---T---	TELEPHONE LINE	⊠	ROOF DRAIN	⊠	CONIFEROUS TREE
---T---T---	TELEPHONE LINE (RECORD)	⊠	SEWER CLEAN OUT	⊠	DECIDUOUS TREE
---W---	WATERMAIN	⊠	SANITARY MANHOLE	⊠	SOIL BORING
---W---W---	WATERMAIN (RECORD)	⊠	STORM MANHOLE	⊠	FOUND IRON MONUMENT
---X---	CHAINLINK FENCELINE	⊠	CATCH BASIN	⊠	SET IRON MONUMENT
---X---X---	WOODEN FENCELINE	⊠	FLARED END SECTION	⊠	CAST IRON MONUMENT
---X---X---	GUARDRAIL	⊠	TELEPHONE BOX	⊠	
---X---X---	CONCRETE SURFACE	⊠	TELEPHONE MANHOLE	⊠	
---X---X---	PAVER SURFACE	⊠	TRAFFIC SIGNAL	⊠	
---X---X---	BITUMINOUS SURFACE	⊠	HYDRANT	⊠	
---X---X---	GRAVEL/LANDSCAPE SURFACE	⊠	FIRE CONNECTION	⊠	
---X---X---		⊠	POST INDICATOR VALVE	⊠	
---X---X---		⊠	WATER MANHOLE	⊠	
---X---X---		⊠	WATER VALVE	⊠	
---X---X---		⊠	WELL	⊠	

### DESCRIPTION OF PROPERTY SURVEYED

Parcel 1:  
Lots 12, 13, 14, 15, 29, 30, 31 and 32, Warren Addition, Anoka County, Minnesota, EXCEPT that part of Lot 15 described as Parcel 2 of Anoka County Highway Right of Way Plat No. 60, together with that part of vacated McKinley Street accruing thereto.  
Parcel Identifier Numbers:  
01-30-24-14-0016; 01-30-24-14-0017; 01-30-24-14-0018; 01-30-24-14-0019;  
01-30-24-14-0033;  
01-30-24-14-0034; 01-30-24-14-0035; and 01-30-24-14-0036  
(Abstract)

Parcel 2: (Not included in survey.)  
Lot 35, Warren Addition, Anoka County Minnesota, together with that part of vacated McKinley Street accruing thereto. Shown hereon for reference only.)  
Parcel Identifier Number:  
01-30-24-14-0039  
(Abstract)

### GENERAL SURVEY NOTES

- Bearings are based on the Anoka County Coordinate System (1986 Adjustment).
- Elevations are based on the NGVD 29 Datum. Site Benchmark is the top nut hydrant located 18 +/- feet north of the most easterly property corner, having an elevation of 913.94 feet, as shown hereon.
- We have shown the location of utilities to the best of our ability based on observed evidence together with evidence from the following sources: plans obtained from utility companies, plans provided by client, markings by utility companies and other appropriate sources. We have used this information to develop a view of the underground utilities for this site. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary. Also, please note that seasonal conditions may inhibit our ability to visibly observe all the utilities located on the subject property.

### ALTA/NSPS LAND TITLE SURVEY NOTES

(numbered per Table A)

- Monuments placed and/or found at all major corners of the boundary of the surveyed property as shown hereon.
- Site Address: 1628 County Road 10 NE, Spring Lake Park, MN 55432.
- This property is contained in Zone X (area determined to be outside the 0.2% annual chance floodplain) per Flood Insurance Rate Map, Community Panel No. 27003C0401E, effective date of December 16, 2015.
- The Gross land area is 99,666 +/- square feet or 2.288 +/- acres.
- The current Zoning for the subject property was not provided. Please note that the general restrictions for the subject property may have been amended through a city process. We could be unaware of such amendments if they are not in a recorded document provided to us. We recommend that a zoning letter be obtained from the Zoning Administrator for the current restrictions for this site.
- (a) Exterior dimensions of buildings at ground level as shown hereon.  
(b)(1) Square footage of exterior footprint of buildings at ground level as shown hereon.
- Substantial features observed in the process of conducting the fieldwork as shown hereon. Please note that seasonal conditions may inhibit our ability to visibly observe all site features located on the subject property.
- The number of striped parking stalls on this site are as follows: 74 Regular + 1 Handicap = 75 Total Parking Stalls.
- Evidence of underground utilities existing on or serving the surveyed property (in addition to the observed evidence as stated in the General Notes section above) shown hereon as determined by:  
(b) markings coordinated by the surveyor pursuant to a private utility locate. Private utility locate performed by Civil Site Group.
- The names of the adjoining owners of the platted lands, as shown hereon, are based on information obtained from Anoka County GIS.

### SURVEY REPORT

- This map and report was prepared with the benefit of a Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company, File No. 7858879, dated August 19, 2019. We note the following with regards to Schedule B of the herein referenced Title Commitment:
    - Item no.'s 1-6, are not survey related.
    - The following are numbered per the referenced title Commitment:
      - Broadband Communications easement(s) over subject premises in favor of Comcast of Minnesota, Inc., as created in Document No. 2020387.001. (as to Lot 12) Please note this easement is blanket in nature and not plottable. This easement allows for access and maintenance of broadband services.
  - Use and quiet enjoyment easement(s) over the Land as evidenced by Document No.(s). 917537 (as to Parcel 2) As shown hereon over the northwest portion of Lot 35.
  - Declaration of Driveway Easement dated May 10, 2018, filed June 05, 2018, as Document No. 2200931.001 which contain no forfeiture provision. (as to Parcel 2) As shown hereon over Lots 10 and 34.
- [A] Please note there is a vinyl fence that crosses the northwesterly property line, as shown hereon.

### ALTA CERTIFICATION

To: SLPH10 LLC, a Minnesota limited liability company; Topline Properties, LLC, a Minnesota limited liability company; Old Republic National Title Insurance Company; and Guaranty Commercial Title, Inc.  
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(a), 7(a), 7(b)(1), 8, 9, 11(b) and 13 of Table A thereof.  
The fieldwork was completed on 9-7-2021.  
Dated this 14th day of September, 2021.

Rory L. Synsteli  
rory@civilsitegroup.com  
Minnesota License No. 44565

## 1628 County Road 10 NE

Spring Lake Park, Anoka County, MN 55432

PROJECT

CLIENT

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

  
RORY L. SYNSTELIEN  
DATE: 9-14-2021 LICENSE NO. 44565

QA/QC	
FIELD CREW	OF
DRAWN BY	JRN
REVIEWED BY	CJ
UPDATED BY	

### VICINITY MAP



REVISION SUMMARY	
DATE	DESCRIPTION

PROJECT NO. 21318

### ALTA/NSPS LAND TITLE SURVEY

# V1.0

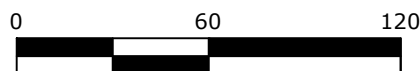


**Access Easement**  
**ATLAS COMMERCIAL PARK**  
**Spring Lake Park, Anoka County, MN**

**DESCRIPTION**

An easement for access purposes over and across that part of the northeasterly 222.00 feet of Lot 2, Block 1, ATLAS COMMERCIAL PARK, according to the recorded plat thereof, Anoka County, Minnesota, which lies southeasterly of the southwesterly extension of the southeasterly line of Lot 1, Block 1, said ATLAS COMMERCIAL PARK, together with that part of the southeasterly 37.00 feet of the northeasterly 307.00 feet of said Lot 2, which lies southwesterly of the northeasterly 222.00 feet thereof.

An easement for access purposes over and across that part of the northeasterly 222.00 feet of Lot 2, Block 1, ATLAS COMMERCIAL PARK, according to the recorded plat thereof, Anoka County, Minnesota, which lies southeasterly of the southwesterly extension of the southeasterly line of Lot 1, Block 1, said ATLAS COMMERCIAL PARK, together with that part of the southeasterly 37.00 feet of the northeasterly 307.00 feet of said Lot 2, which lies southwesterly of the northeasterly 222.00 feet thereof.



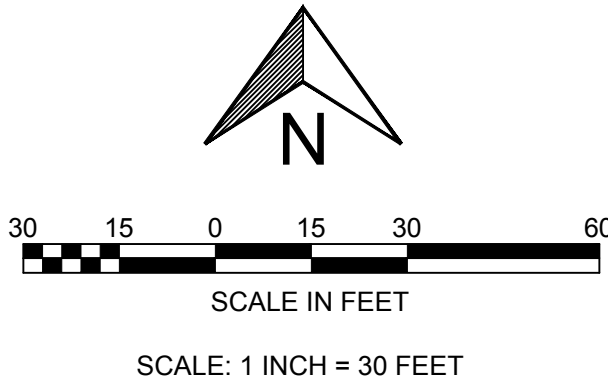
# CivilSite

## GROUP

SHEET 1 OF 1

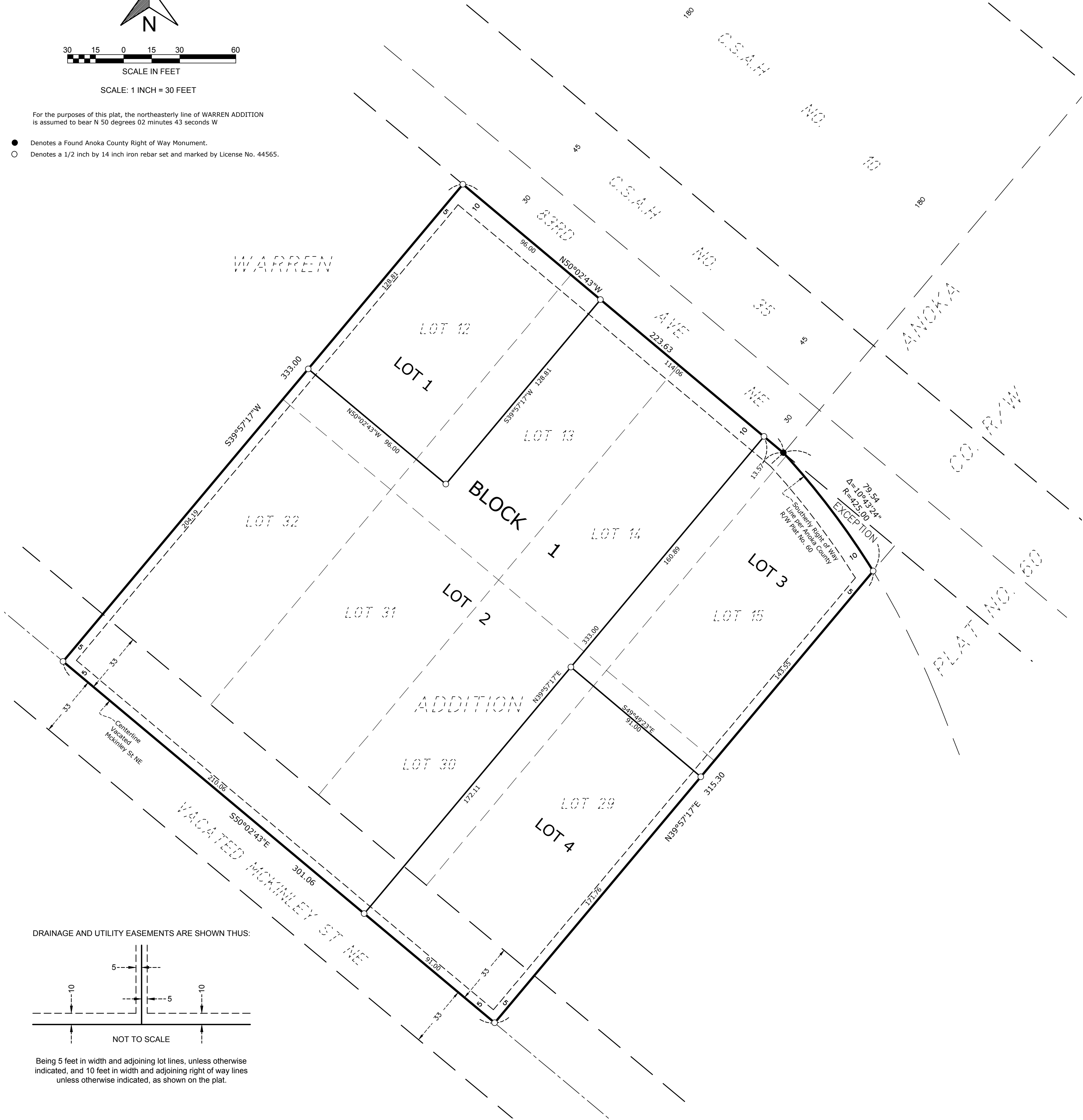
ATLAS COMMERCIAL PARK

CITY OF SPRING LAKE PARK  
COUNTY OF ANOKA  
SEC. 1, T. 30, R. 24

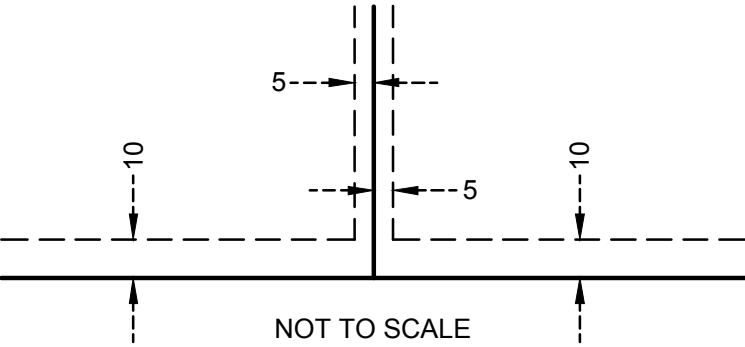


For the purposes of this plat, the northeasterly line of WARREN ADDITION is assumed to bear N 50 degrees 02 minutes 43 seconds W

- Denotes a Found Anoka County Right of Way Monument.
- Denotes a 1/2 inch by 14 inch iron rebar set and marked by License No. 44565.



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



Being 5 feet in width and adjoining lot lines, unless otherwise indicated, and 10 feet in width and adjoining right of way lines unless otherwise indicated, as shown on the plat.

**KNOW ALL PERSONS BY THESE PRESENTS:** That SLPH10 LLC, a Minnesota limited liability company , owner of the following described property:  
Lots 12, 13, 14, 15, 29, 30, 31 and 32, Warren Addition, Anoka County, Minnesota, EXCEPT that part of Lot 15 described as Parcel 2 of Anoka County Highway Right of Way Plat No. 60, together with that part of vacated McKinley Street accruing thereto.

Has caused the same to be surveyed and platted as ATLAS COMMERCIAL PARK and does hereby dedicate to the public for public use the drainage and utility easements as created by this plat.

In witness whereof said SLPH10 LLC, a Minnesota limited liability company , has caused these presents to be signed by its proper officer  
this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

SLPH10 LLC

By \_\_\_\_\_ Its \_\_\_\_\_

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_ of SLPH10 LLC, a Minnesota limited liability company, on behalf of the company.

My Commission Expires: \_\_\_\_\_

Notary Public, Signature

Notary Public, Printed Name

Notary Public \_\_\_\_\_ County, \_\_\_\_\_

**SURVEYORS CERTIFICATE**  
I Rory L. Synstallen do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Rory L. Synstallen, Licensed Land Surveyor  
Minnesota License No. 44565

STATE OF MINNESOTA, COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by Rory L. Synstallen.

My Commission Expires: \_\_\_\_\_

Notary Public, Signature

Notary Public, Printed Name

Notary Public \_\_\_\_\_ County, \_\_\_\_\_

**CITY COUNCIL**  
City Council, City of Spring Lake Park, Minnesota

This plat of ATLAS COMMERCIAL PARK was approved and accepted by the City Council of the City of Spring Lake Park, Minnesota at a regular meeting thereof held this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Spring Lake Park, Minnesota

By: \_\_\_\_\_  
Mayor Clerk

**COUNTY SURVEYOR**

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved  
this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

By: \_\_\_\_\_  
David M. Ziegmeier  
Anoka County Surveyor

**COUNTY AUDITOR/TREASURER**

Pursuant to Minnesota Statutes, Section 505.021, Subdivision 9, taxes payable in the year 20 \_\_\_\_ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

By: \_\_\_\_\_  
Property Tax Administrator Deputy

**COUNTY RECORDER/REGISTRAR OF TITLES**

County of Anoka, State of Minnesota

I hereby certify that this plat of ATLAS COMMERCIAL PARK was filed in the Office of the County Recorder/Registrar of Titles for public record on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ at \_\_\_\_ o'clock \_\_\_\_ M. and was duly recorded as Document Number \_\_\_\_\_

By: \_\_\_\_\_  
County Recorder/Registrar of Titles Deputy

## OFFICIAL PROCEEDINGS

Pursuant to due call and notice thereof, the regularly scheduled meeting of the Spring Lake Park Planning Commission was held on October 25, 2021 at the City Hall, at 7:00 PM

### 1. CALL TO ORDER

Chair Hansen called the meeting to order at 7:00 PM.

### 2. ROLL CALL

#### MEMBERS PRESENT

Commissioner Jeff Bernhagen  
Commissioner Rick Cobbs  
Commissioner Doug Eischens  
Commissioner Hans Hansen  
Commissioner Eric Julien

#### MEMBERS ABSENT

Commissioner Aisha Ali

#### STAFF PRESENT

Building Official Jeff Baker; Administrator Daniel Buchholtz; Planner Lauren Walburg, Stantec

#### OTHERS PRESENT

John Clark, 790 Manor Drive  
Mike Sowers, Commercial Investors Group LLC

### 3. PLEDGE OF ALLEGIANCE

### 4. APPROVAL OF MINUTES

#### A. Approval of Minutes - September 27, 2021

Motion made by Commissioner Bernhagen, seconded by Commissioner Julien, to approve the minutes from the September 27, 2021 Planning Commission meeting.

Voting Yea: Chairperson Hansen, Commissioner Bernhagen, Commissioner Cobbs, Commissioner Eischens, Commissioner Julien. Motion carried.

### 5. PUBLIC HEARING

#### A. Public Hearing - Front Yard Variance - 790 Manor Drive

Administrator Buchholtz provided an overview of the request from John Clark. He stated that John Clark was seeking a variance from the 35 foot front yard setback requirement to



accommodate a small landing and entry stairs at the front door of the house. He stated that while Section 16.20.080(H)(1) permits a porch to encroach into the required front yard setback, there is a six foot limit for the encroachment, which is already being utilized by the entry into the home. He said the dimensions of the additional encroachment are 8 feet 5 inches wide by 7 feet 8 inches long.

Administrator Buchholtz stated that staff is recommending approval of the variance application with the following condition: applicant must apply for all building permits that are required.

Chair Hansen opened the public hearing at 7:05pm.

John Clark, 790 Manor Drive, stated that he is replacing the current builder step with this small landing/stairway addition. He stated that he believes the front step will fit with the aesthetic of the property.

Chair Hansen inquired as to the length of construction. Mr. Clark stated that he anticipated completing construction within two weeks.

Hearing no further public comment, Chair Hansen closed the public hearing at 7:08pm.

Motion made by Commissioner Eischens, seconded by Commissioner Cobbs, to recommend approval of a front yard variance at 790 Manor Drive, subject to the following condition: applicant must apply for all building permits that are required.

Voting Yea: Chairperson Hansen, Commissioner Bernhagen, Commissioner Cobbs, Commissioner Eischens, Commissioner Julien. Motion carried.

#### B. Public Hearing - Preliminary Plat Application - 1628 County Road 10 NE

City Planner Walburg provided an overview of a request from Brian Scholten, SLPH10, LLC, for preliminary and final plat of properties at 1628 and 1638 County Road 10 NE, all in the Warren Addition, platted in 1951. She stated the application covered the following lots: Lots 12-15 and Lots 29-32, Warren Addition (inclusive). She noted that the plat also includes a 33 foot segment of vacated right-of-way from McKinley Street.

Planner Walburg stated that the new Atlas Commercial Park plat will consist of four lots, along with an access easement over Lot 2 to provide cross access and parking among all four lots and buildings. She noted that dividing lots into a different arrangement with an access easement makes sense and is frequently done for commercial properties. She stated that the plat involved a rearrangement of lots and that there is no building, grading or other construction work proposed on site with the plat.

Planner Walburg stated that staff is recommending approval of the preliminary and final plat for Atlas Commercial Park as submitted, with the following conditions: 1) revise ALTA survey to include the location of existing sanitary sewer and water services for each building; 2) provide a

copy of an agreement covering the cross use and maintenance responsibilities for the sanitary sewer and water services on the site. This is particularly important for any existing piping that may be located under an existing structure or that will be used by more than one building; 3) along the southwest edge of the site, provide an access to the existing sanitary sewer manhole for city maintenance vehicles. This can include either removal of a portion of the existing fence or the installation of a gate in the existing fence; 4) include a 33-foot wide drainage and utility easement along the entire southwest edge of the site; and 5) provide all materials required by Chapter 14, Subdivision Control, of the Spring Lake Park City Code prior to submission of final plat for recording. She stated that the proposed lots and easements in Atlas Commercial Park are reasonable and appropriate for the property involved and SLPH10, LLC has submitted materials for a preliminary and final plat that meet the requirements of the City's subdivision ordinance.

Chair Hansen opened the public hearing at 7:15pm. Hearing no public comment, Chair Hansen closed the public hearing at 7:16pm.

Motion made by Commissioner Cobbs to recommend approval of the preliminary plat application for Atlas Commercial Park as submitted, with the following conditions: 1) revise ALTA survey to include the location of existing sanitary sewer and water services for each building; 2) provide a copy of an agreement covering the cross use and maintenance responsibilities for the sanitary sewer and water services on the site. This is particularly important for any existing piping that may be located under an existing structure or that will be used by more than one building; 3) along the southwest edge of the site, provide an access to the existing sanitary sewer manhole for city maintenance vehicles. This can include either removal of a portion of the existing fence or the installation of a gate in the existing fence; 4) include a 33-foot-wide drainage and utility easement along the entire southwest edge of the site; and 5) provide all materials required by Chapter 14, Subdivision Control, of the Spring Lake Park City Code prior to submission of final plat for recording.

Voting Yea: Chairperson Hansen, Commissioner Bernhagen, Commissioner Cobbs, Commissioner Eischens, Commissioner Julien. Motion carried.

C. Public Hearing - Ordinance Amendment - Sections 16.36.10, 16.64.010 and 16.64.040 relating to Daycare Facilities

Administrator Buchholtz presented a proposed amendment to remove adult daycare uses from the specific performance standards outlined in 16.36.10 of the Spring Lake Park City Code. He stated that the proposed ordinance would keep adult day care facilities as a conditional use in the C1, C2 and C3 zoning districts, allowing the Planning Commission to place reasonable conditions based on each application's particular situation.

Chair Hansen opened the public hearing at 7:20pm. Hearing no public comment, Chair Hansen closed the public hearing at 7:21pm.

Commissioner Julien appreciated staff addressing this code amendment in a proactive way so the City is better prepared to review an adult daycare facility use in the future.

Motion made by Commissioner Eischens, seconded by Commissioner Julien, to recommend approval of an amendment to the zoning ordinance amending Sections 16.36.10, 16.64.010 and 16.64.040 relating to daycare facilities.

Voting Yea: Chairperson Hansen, Commissioner Bernhagen, Commissioner Cobbs, Commissioner Eischens, Commissioner Julien. Motion carried.

## **6. UNFINISHED BUSINESS**

### A. Conditional Use Permit for Market/Boutique Shop and Office - 8409-8421 Center Drive

Administrator Buchholtz reported that staff researched the issue raised by LSV Metals about access to the rear of the buildings located at 8409-8421 Center Drive. He stated that there is two easements, one on the north end of 8427 Center Drive and one on the south end of 8407 Center Drive, providing access to the rear of the building at 8409-8421 Center Drive. He stated that with the rear building access question solved, there appears to be adequate parking for the proposed retail use.

Commissioner Bernhagen inquired about deliveries. Administrator Buchholtz restated the applicant's intention to accept deliveries at the front of the building.

Motion made by Commissioner Cobbs, seconded by Commissioner Julien, to recommend approval of a Conditional Use Permit for Market/Boutique Shop and Office at 8421B Center Drive, subject to the following conditions: 1) the applicant shall apply for and receive all applicable building and signage permits prior to beginning work 2) the applicant shall ensure that any customer and employee cars are parked only in spots designated for use by Shashe Market. If parking becomes a problem, in the City's opinion, the City reserves the right to revisit the Conditional Use Permit and impose conditions or limit the use of the site.

Voting Yea: Chairperson Hansen, Commissioner Bernhagen, Commissioner Cobbs, Commissioner Eischens, Commissioner Julien. Motion carried.

## **7. OTHER**

### A. Application Withdrawal - CUP for Adult Daycare at 1330-1334 81st Avenue NE

Administrator Buchholtz noted that Maftuha Hassan, Peaceful Adult Day Center LLC, withdrew their application for a conditional use permit for an adult daycare facility at 1330 and 1334 81<sup>st</sup> Avenue NE.

**B. Administrator Report**

Administrator Buchholtz noted that Executive Assistant Gooden left her position in May and that the City is now recruiting for a Deputy City Clerk. He encouraged Commissioners to encourage prospective candidates they knew to apply.

**8. ADJOURN**

Motion made by Commissioner Julien, seconded by Commissioner Eischens, to adjourn.

Voting Yea: Chairperson Hansen, Commissioner Ali, Commissioner Bernhagen, Commissioner Cobbs, Commissioner Eischens, Commissioner Julien. Motion carried.

The meeting was adjourned at 7:35 PM.



## Memorandum

Date: November 1, 2021

To: Mayor and City Council

From: Joshua Antoine  
Chief of Police

Re: Authorization to begin testing process for a Police Officer position

Mayor and City Council Members,

On October 18, 2021, you authorized me to give conditional offers for employment to Officer Bloomer and Officer Klimmek. One officer started with us at the PD today and the other will be starting in the next few weeks. We are still currently down one position with the resignation of Corbin Peterson in October. I am requesting to start the testing process by advertising the position for a police officer, accepting applications, and conducting interviews to determine top candidates for the position.

I intend to start this process as soon as I am authorized to do so, by posting the position of "Police Officer" and proceeding promptly to bring the process to a conclusion. This will allow the City of Spring Lake Park and the Police Department to be able to proceed with doing background checks on the top candidates and then make a conditional job offer to the appropriate candidate pending passing a psychological, chemical, and physical examination.

I am seeking Mayor and Council authorization for this process now to minimize the amount of time that the police department will be short-staffed.



### Job Announcement

City: Spring Lake Park, Minnesota

Position: Police Officer Position

Date: November 15, 2021

#### Description:

The Spring Lake Park Police Department is accepting applications for a "Police Officer Position". Applicants must fulfill minimum selection standards of the Minnesota POST Board and must possess or be eligible to possess a Full-Time Minnesota Peace Officer license by the time of appointment. Applicants must present a detailed resume with their completed application, and if applicable, a "Veteran's DD214 form" by Monday, November 22, 2021 @ noon.

The City of Spring Lake Park Police Department current pay scale for a police officer position is \$31.29 to \$ 42.20. **Lateral transfers are encouraged and will be evaluated on a case by case basis.**

Applications can be obtained at the Spring Lake Park Police Department, Monday thru Friday at 1301 81<sup>st</sup> Ave NE, Spring Lake Park, MN 55432, during business hours (8 am to 4:30 pm) or on the City of Spring Lake Park Website ([slpmn.org/city-services.html](http://slpmn.org/city-services.html)). **Applications received after Monday, November 22, 2021 @ Noon will be declined.**

**Application deadline: Monday, November 22, 2022 @ noon**



### Memorandum

January 16, 2018

To: Mayor and Council

From: Chief Josh Antoine

Re: Citywide Towing Contract

Dear Mayor and Council,

In 2018 the City of Spring Lake Park signed an agreement with Citywide Towing for tow services. The current agreement is renewed yearly and is only changed when one party requests a change in writing prior to the end of each year. Brett Letourneau the owner of Citywide Towing has reached out to me prior to renewal and requested some fee changes be made to the new contract.

Brett Letourneau has stated since 2018 that costs have risen for his business and that is what is reflected in the increases below. He is requesting the two changes below with the remaining fees staying the same as the attached 2018 contract.

**Regular towing/impound fees: Increase from \$95.00 to \$120.00**

**Accident tow rate fee: Increase from \$125.00 to \$175.00**

Under **clause 4** of the current contract, there is an allowance built in for changing the tow fees with the city's approval.

I am requesting that the city council renew our contract with Citywide Towing with the proposed fee changes.

Thank you,  
Chief Antoine

# CITYWIDE TOWING SERVICE

9309 83<sup>rd</sup> Ave N Brooklyn Park, MN 55445  
1224 County Road 10 Spring Lake Park, MN 55432  
2535 85<sup>th</sup> Ave NE Blaine, MN 55449  
Phone: (763)424-4900 Fax: 763-315-1470  
Email: [citywideservicetowing@gmail.com](mailto:citywideservicetowing@gmail.com)  
[www.citywidetowingonline.com](http://www.citywidetowingonline.com)

October 29, 2022

Chief Josh Antoine  
Spring Lake Park Police Department  
1301 81st Avenue Northeast  
Spring Lake Park, MN 55432

Dear Chief Antoine,

We have enjoyed our long-lasting working relationship with the Spring Lake Park Police Department. We would very much like to continue it by exercising section 2.2 of our existing agreement. This section allows for renewal of the agreement if we both agree.

Section 4 of the agreement allows for discussion about rate adjustments from time to time based upon relevant circumstances, including nature and volume of services provided. The volume or frequency of calls for towing service were reduced by approximately 40% in 2020 and 15% so far in 2021. This has been largely due to the Covid-19 pandemic restrictions that have reduced general traffic flow. The initial reduction in traffic flow when the restrictions were first put in place was about 70%. Over the summer months of 2020, it slowly bounced back to about 85% of what "normal" used to be. Although it appears that traffic is back to normal levels in 2021, many experts suggest that it is still reduced, and that this traffic amount will be the new normal for quite some time.

In addition, since the initial rates were adopted in 2018, we have been subject to many of the costs that figure into us delivering prompt and professional service skyrocketing. One of the biggest increases in costs is the price of skilled labor. We have had to adjust our compensation and benefit plans drastically, increasing by approximately 40%, in order to recruit and retain the quality of employee that we demand and that you have come to expect from us. Other items, such as the cost to



acquire and maintain a fleet of towing equipment, insurance, property taxes and property maintenance, have all also risen substantially since 2018.

We provide an emergency type of service, meaning that we have to be "at the ready" at all times. When you call for a tow, our response is immediate so that we can clear the road, restore traffic flow, and clear the officer on the scene so they can be available for other emergencies. As a business, we have done self-audits and reduced expenses where ever possible to help offset the lower volume of calls and increased expenses to respond to them. However, that is not proving to be enough. We need to increase our rates to further close that gap.

We are proposing an increase in our charges for the 2022 agreement. The increase will help us offset the rise in our cost of delivering service and allow us to continue to provide the top-notch service that you are accustomed to. The rates would be the following:

1. Typical (Non-Heavy Duty) Tow for Impound vehicle or Other Tow at City Request would increase from \$95 to \$120
2. Typical Tow for Accident-Related Vehicle would increase from \$125 to \$175

All other charges listed in Exhibit A Rate Schedule would remain the same for the next agreement period.

As always, please feel free to call me with any questions.

Sincerely,



Brett Letourneau  
President

## AGREEMENT FOR TOWING AND IMPOUND SERVICES

This AGREEMENT is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Spring Lake Park, a Minnesota municipal corporation (the “City”), and Citywide Service Corp., a Minnesota corporation (“Citywide”).

### RECITALS

WHEREAS, Citywide is engaged in the towing and impound service business, with offices in Spring Lake Park, Blaine and elsewhere;

WHEREAS, the City desires to engage Citywide to provide impound services to the City, including the Spring Lake Park Police Department, for the purpose of safe towing and storage of all vehicles impounded;

NOW, THEREFORE, in consideration of the following mutual promises and covenants and other valuable consideration, the receipt and sufficiency of which are expressly acknowledged by each party, IT IS HEREBY AGREED:

### TERMS

1. **Incorporation.** The above Recitals are a material part of this Agreement and are incorporated herein.

2. **Terms.**

2.1 **Initial Term.** The initial term of this Agreement shall commence as of \_\_\_\_\_ (the “Commencement Date”) and end December 31, 2018 (the “Initial Term End Date”) (the period from the Commencement Date through the Initial Term End Date shall be referred to hereinafter as the “Initial Term”), unless terminated earlier pursuant to paragraph 13.

2.2 **Renewal.** The parties may renew this Agreement for additional one-year periods, upon mutual agreement by the parties, in writing. If City determines to put the City’s towing and impound services out for proposals from other service providers following the Initial Term, City will give Citywide no less than sixty (60) days’ written notice of the same. As part of said written notice, City shall also specifically identify any material concerns, if any exist, which City has had with Citywide’s performance during the Initial Term, though no material concerns shall be required as the basis for an election not to renew.

If, as of the Initial Term End Date, this Agreement has not been renewed and the City has not contracted for the services to be provided hereunder with Citywide for another term or with another party, then this Agreement will continue in full force and effect and may be terminated upon sixty (60) days’ written notice to Citywide.

3. **Services.** Citywide shall provide the towing, impounding and storage of motor vehicle services consistent with the following standards:

Provide towing services to the Spring Lake Park Police Department on an as needed and as directed basis, twenty-four (24) hours per day and three hundred sixty-five (365) days per year.

Respond to all police tow requests in a reasonable amount of time.

Provide services at a reasonable rate of charge to the vehicle owners.

Provide a fenced and locked storage area for vehicles towed and impounded for the Spring Lake Park Police Department.

Cleanup debris caused by accidents.

Provide towing services to the Spring Lake Park Police Department for vehicles seized for forfeiture purposes by the Spring Lake Park Police Department.

Provide for release of impounded vehicles seven (7) days per week.

Provide storage to the Spring Lake Park Police Department for vehicles placed on investigative hold by the Spring Lake Park Police Department at a cost to be determined by **Exhibit A**.

Provide for release of impounded vehicles seven (7) days per week.

Hold vehicles towed and impounded and personal property therein placed on hold by the Spring Lake Park Police Department, until approval from the Spring Lake Park Police Department, provided that child safety seats from such held vehicles may be released to the registered owner without regard to payment of the actual towing, administrative, storage, and sales tax charges.

Release vehicles and/or personal property therein, which have not been placed on investigative hold by the Spring Lake Park Police Department consistent with Citywide's policies so long as the same comply with all applicable laws, ordinances, rules, and/or regulations..

Provide towing of City Public Safety vehicles and other City-owned vehicles (not including vehicles intended for off-road use), upon request of the City, at no charge.

Maintain proper records of all vehicles towed, stored, released, held, junked or destroyed. The record keeping system shall meet the approval of the Chief of Police and Citywide shall make records available at all times for inspection by authorized City representatives upon reasonable notice.

Citywide shall prepare and provide a comprehensive monthly report of all vehicles towed, stored, released, held, junked or destroyed, in a form acceptable to the City's Chief of Police.

4. **Charges.** In exchange for the services provided under this Agreement, Citywide shall be entitled to charge the fees stated on **Exhibit A**. The fees stated on **Exhibit A** may be adjusted from time to time upon agreement between Citywide and City to reflect appropriate rates based on retail rates of services and the relevant circumstances then existing, including but not limited to the nature and volume of services being provided. In order to effect such adjustment, Citywide shall provide an updated **Exhibit A** to the City at least thirty (30) days before the rates stated therein shall go into effect and, after those thirty (30) days, unless the City objects in writing to any of the rates stated therein, City shall be deemed to have agreed to such rates and the updated **Exhibit A** shall replace the then-current **Exhibit A** to this Agreement and remain in effect until amended. City agrees that, in considering any updated **Exhibit A**, it will not unreasonably object to Citywide's proposed rates. Should City raise an objection to any proposed rates, City and Citywide agree to promptly engage in good faith negotiations to resolve the objection and determine a mutually acceptable adjusted fee. In the event of a timely objection to an update to **Exhibit A**, no update shall take effect until terms for the same are mutually agreed upon. Citywide shall provide to the City such information as is reasonably necessary to allow the City to confirm that the charges by Citywide are consistent with the charges listed in any then-current **Exhibit A**.

5. **Premises and Facilities.** Citywide shall, at its sole cost and expense, maintain and use the storage and parking facilities located at 2535 85th Avenue NE, Blaine, MN 55449 and/or 1224 County Road 10 NE, Spring Lake Park, MN 55432 (together, the "Facility") to provide the services required by this Agreement. The Facility shall include, at a minimum, outdoor storage capacity of thirty (30) vehicles and indoor storage capacity of one (1) vehicle. The City shall have access to the Facility, including indoor and outdoor storage areas, twenty-four (24) hours per day and three hundred sixty-five (365) days per year. Citywide shall provide a designated representative located at the Facility for the purpose of releasing vehicles to authorized persons at least as follows: Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M. (excluding legal holidays), on Saturdays (excluding legal holidays) by appointment between the hours of 8:00 A.M. and 5:00 P.M., and on Sundays and legal holidays by appointment between the hours of 12:00 P.M. and 2:00 P.M.

6. **Equipment.** Citywide shall own and maintain, at its sole cost and expense, the equipment necessary to provide the services set forth in this Agreement. Citywide agrees to maintain all equipment in good repair and working order. Such maintenance shall include, but not be limited to, all required Minnesota Department of Transportation inspections, annual vehicle inspections by an ASE Certified Automotive Technician, and regularly scheduled vehicle maintenance.

7. **Personnel.** Citywide agrees to employ and/or contract with a sufficient number of trained and qualified personnel to provide immediate and prompt services as ordered and directed by the City during this Agreement. Subject to any applicable laws against disclosure of the same, Citywide shall provide the City with a list of all current employees and any new employees including full name and date of birth, during the term of this Agreement. Citywide shall conduct a criminal background check and an annual driver's license check on all Citywide drivers prior to permitting the same to conduct towing operations within the City. The City may conduct an audit to verify Citywide's compliance with this provision.

8. **Communications.** Citywide shall maintain a telephone number during the term of this Agreement which will be answered twenty-four (24) hours per day and three hundred sixty-five (365) days per year, for the purpose of responding to requests for services.

**9. Insurance.**

**9.1 Policies and Limits.** During the Term of this Agreement, Citywide shall procure and maintain at its own expense insurance coverage and certificates which evidence such, as follows:

- A. Commercial general liability insurance in an amount not less than two million dollars (\$2,000,000) for death, bodily injury, including, without limitation, injuries sustained from assault and battery, and property damage arising out of a single occurrence;
- B. Automobile liability insurance of two million dollars (\$2,000,000) per person for death, bodily injury and property damage;
- C. Garage Keepers Legal Liability;
- D. Hazardous Load Insurance required by applicable federal and state law; and
- E. Workers' Compensation Insurance covering all of Citywide's employees, agents, and any other persons working under this Agreement for whose actions or omissions Citywide is liable, in accordance with the Minnesota Workers' Compensation Law.

Citywide shall have the City named as an additional insured on any and all commercial general liability policies obtained or maintained pursuant to this Agreement and such coverage shall be primary and non-contributory as to City policies.

**9.2 Proof of Coverage.** Citywide will furnish the City with Certificates of Insurance to demonstrate compliance with the insurance requirements of this Agreement prior to the Commencement Date. All Certificates shall provide that the insurance company shall give thirty (30) days' written notice to the City of cancellation, non-renewal or any material change in the policy. Citywide agrees to furnish notice to the City, upon the City's reasonable request, acknowledgement(s) that the required policies remain in effect. Further, Citywide shall notify the City within three (3) business days of any cancellation, non-renewal or any material change in the policy of which Citywide becomes aware.

**9.3 No Waiver of Immunities or Tort Limits.** Nothing in this Agreement is intended to and does not in any manner act as a waiver of the City's immunities or tort limits contained in Minnesota Statutes chapter 466.

**10. Indemnification.** Citywide shall defend, indemnify and hold harmless the City and its Councilmembers, officers, agents, employees and insurers from and against all claims, damages, losses or expenses, including attorneys' fees and the costs of defense that are caused directly or indirectly by Citywide, its agents and employees, arising out of or relating in any manner to the services provided or to be provided under this Agreement, except to the extent such

claims, damages, losses or expenses are attributable to the City or its Councilmembers, officers, agents, employees, or others for whom the City is legally responsible as a result of any of their negligent or intentional misconduct. Likewise, the City shall defend, indemnify and hold harmless Citywide and its officers, agents, employees and insurers from and against all claims, damages, losses or expenses, including attorneys' fees and the costs of defense that are caused directly or indirectly by the City, its agents and employees, arising out of or relating in any manner to the City's obligations under this Agreement, except to the extent such claims, damages, losses or expenses are attributable to Citywide or its officers, agents, employees, or others for whom Citywide is legally responsible as a result of any of their negligent or intentional misconduct.

**11. Independent Contractor.** The parties agree that nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of joint venturers or co-partners between the parties or as constituting one party as the agent, representative or employee of the other party for any purpose or in any manner whatsoever. Citywide has and retains full control and supervision over the services to be performed under this Agreement and is and shall remain an independent contractor under this Agreement. Citywide and its officers, agents, employees, representatives and any other persons engaging in the performance of any activity under this Agreement shall have no employment relationship with the City and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of such persons while so engaged, and any and all claims whatsoever on behalf of any such person arising out of employment or alleged employment with Citywide, including, without limitation, claims of discrimination against Citywide or its officers, agents, contractors or employees, shall in no way be the responsibility of the City, and Citywide shall defend, indemnify and hold the City and its Councilmembers, officers, agents, employees and insurers harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court.

**12. Compliance.** The City and Citywide agree to comply with all applicable federal, state, municipal and local laws, ordinances and regulations in the performance of this Agreement.

**13. Minnesota Government Data Practices Act.** Citywide agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13, and all other applicable state or federal rules, regulations, or orders pertaining to privacy or confidentiality. The Contractor understands that all of the data created, collected, received, stored, used, maintained, or disseminated by Citywide in performing those functions that the City would perform is subject to the requirements of Chapter 13, and Citywide must comply with those requirements as if it were a government entity. This does not create a duty on the part of Citywide to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Agreement.

**14. Response Time.**

**14.1 Timely Appearance, Late Fee.** Under typical circumstances, within twenty (20) minutes of receipt of a request for towing services from the City, Citywide shall respond and arrive at the designated site with the personnel, vehicles and equipment reasonably anticipated to be necessary to perform the towing services contemplated by this Agreement. Should Citywide fail to arrive at the designated site with the reasonably anticipatable necessary and proper personnel, vehicles and equipment within that time

(all such events herein referenced individually as a “failure to timely appear”), the City may call another towing company to provide the service. In the event that the City retains another company to provide services after a failure to timely appear by Citywide, Citywide shall not charge any fee related to that event to the City. Upon the passage of thirty (30) minutes from Citywide’s receipt of a request for towing services from the City, if the City has not yet retained an alternate service and Citywide has not responded to and arrived at the designated site as specified in this Agreement, and barring any reasonable basis under the circumstances for a delayed response (e.g., adverse weather or traffic conditions, atypical situations encountered on scene, equipment and personnel needed to complete the services were not reasonably anticipatable based upon the information provided by the request for towing services from the City), the City may impose a penalty of fifty dollars (\$50) on Citywide for each such event. Such penalty shall be owed in addition to any other fees or reimbursements contemplated in this Agreement and shall be paid within fifteen (15) days of the City’s issuance of written notice of such a penalty or credited against the next bill sent from Citywide to the City.

**14.2 Inability to Respond.** Upon receipt of a request for towing services from the City, if Citywide is unable to respond in the manner set forth herein due to conditions beyond its control, Citywide shall immediately notify the requesting City representative of Citywide’s inability to respond and the reason(s) for that inability. Upon receipt of such notice, the City may immediately retain services from an alternate provider. If Citywide’s inability to respond is due to Citywide’s negligence or willful misconduct, Citywide shall be responsible for refunding the City for any charges or costs incurred in securing alternate services which are in excess of the applicable fees outlined in **Exhibit A**. For the purposes of this section, negligence may include, but is not limited to, reasonably anticipatable equipment failures or improper personnel scheduling in light of reasonably anticipatable needs of the City for services under this Agreement.

**14.3 Emergency Situations.** In the event of an emergency, the City maintains the right (without penalty or violation of this Agreement), to retain the most immediately available towing/impound service provider, even if that provider is not affiliated with Citywide. The existence of an emergency shall be determined in the City’s sole discretion.

**14.4 Private Tow Request by Owner/Operator.** The City may honor (without penalty or violation of this Agreement) a timely request by a private owner/operator for towing/impound services to be provided by an alternative provider. In such an event, the owner/operator is solely responsible for all associated charges.

**15. Termination.** This Agreement is terminable by the City if Citywide materially breaches the Agreement upon ten (10) days’ written notice identifying said breach(es). If Citywide does not, within those same ten (10) days, cure the breach, the City shall be entitled to immediately cancel and terminate the Agreement. This Agreement is terminable by Citywide if City materially breaches the Agreement upon ten (10) days’ written notice identifying said breach(es). If City does not, within those same ten (10) days, cure the breach, Citywide shall be entitled to immediately cancel and terminate the Agreement.

**16. Notices.** Any notice or demand, which may or must be given or made by the parties under the terms of this Agreement or any statute or ordinance, shall be in writing and be sent registered or certified mail to the other party addressed as follows:

TO: City  
City Administrator  
1301 81<sup>st</sup> Avenue NE  
Spring Lake Park, MN 55432  
\_\_\_\_\_  
\_\_\_\_\_

COPY TO: City Attorney  
Carson, Clelland & Schreder  
6300 Shingle Creek Parkway  
Suite 305  
Brooklyn Center, MN 55430

TO: Citywide  
Citywide Service Corp.  
Attn: Brett Letourneau, Owner  
9309 83rd Avenue North  
Brooklyn Park, MN 55445

Either party may designate a different addressee at any time by giving written notice to the other party as provided in this paragraph. Any notice delivered by hand shall be deemed received upon actual delivery.

**17. Assignment.** Neither party shall transfer, lease or otherwise assign its rights, interest and obligations under this Agreement without the prior written consent of the other party; provided that Citywide may transfer, lease or otherwise assign its rights, interest and obligations under this Agreement to an entity controlled by Owner (identified above) without such prior written consent so long as such other entity agrees in writing to be legally bound to the terms of this Agreement.

**18. Third Party Beneficiary.** This Agreement is created for the sole benefit of parties and shall not create any third party beneficiary rights.

**19. Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties, their respective representatives, successors and heirs, and to the extent authorized under this Agreement, their assigns.

**20. Survival.** If any term or provision in this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the extent permitted by law.

**21. Choice of Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with Minnesota law. Any and all suits brought by either Party under this Agreement shall be initiated and maintained in any court of competent jurisdiction in the County of Anoka, State of Minnesota.



22. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and any prior understandings or representations of any kind preceding the execution of this Agreement shall not be binding upon either party.

23. **Modification.** This Agreement may only be amended or modified by written instrument executed by all parties.

24. **Acknowledgement.** Each of the parties affirms and acknowledges that it has fully read, appreciates, and understands the words, terms, conditions and provisions of this Agreement and is fully satisfied with the same.

25. **Authority.** Each party represents and warrants it has the power and authority to enter into this Agreement. Each party further represents and warrants that the person or persons executing this Agreement on its behalf has full and complete legal authority to do so, and thereby binds the party and, to the extent permitted by this Agreement, its successors and assigns.

26. **Waiver.** The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

**CITY OF SPRING LAKE PARK**

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

Its: \_\_\_\_\_

**CITYWIDE SERVICE CORP.**

By: \_\_\_\_\_  
Brett Letourneau

Its: \_\_\_\_\_  
Owner

**EXHIBIT A  
RATE SCHEDULE**

Rates in effect as of \_\_\_\_\_

<b>Service</b>	<b>Amount for Each Service (Exclusive of Any Applicable Taxes)<sup>1</sup></b>
City of Spring Lake Park Public Safety Vehicles and Other City-Owned Vehicles (not including vehicles intended for off-road use)	No charge
Typical (Non-Heavy Duty) Tow for Impounded Vehicle or Other Tow At City Request, Not Including Accident Related Vehicle	\$95.00
Typical (Non-Heavy Duty) Tow for Accident-Related Vehicle	\$125.00
Typical (Non-Heavy Duty) Use of Dolly or Flatbed	\$35.00
Typical Accident Debris Clean Up Without Fluid Absorbent	\$25.00
Typical Accident Debris Clean Up With Fluid Absorbent	\$45.00
Vehicles Subject to Forfeiture	\$175.00 (flat rate)
Winching/Recovery	Reasonable retail rate as dictated by circumstances of the required service (typically a set rate plus an hourly rate) with a \$100 minimum
Heavy Duty Towing or Use of Dolly or Flatbed for Heavy Duty	Reasonable retail rate as dictated by circumstances of the required service (typically a set rate plus an hourly rate)
Administrative Fee	\$35.00
Storage	\$45.00 per day

Any service provided hereunder may be charged at a higher charge if the services provided justify such higher charge because of the involved vehicle's condition or other atypical situations so warrant. For example, if a passenger car cannot be towed using conventional methods because of the car's atypical factory or after-market condition, Citywide may charge the flatbed charge in addition to the typical towing charge. For another example, if a service requires additional work, such as unlocking vehicles, disconnecting linkages or drive shafts, unusual road clean-up, snow shoveling, work off the main roadway, or the use of additional equipment, Citywide may charge the reasonable retail rates for such services in addition to the typical rates described above. In all cases, the rates must be justifiable under the circumstances by Citywide.

---

<sup>1</sup>Rates are subject to adjustment as provided in Exhibit A and as described in paragraph 4 of the Agreement.



# Memorandum

---

**To:** Mayor Nelson and Members of the City Council

**From:** Daniel R. Buchholtz, MMC, Administrator, Clerk/Treasurer

**Date:** October 28, 2021

**Subject:** Work Session Request – November 8, 2021

City staff is requesting a work session for November 8, 2021 at 5:30pm. The following items are proposed for the agenda:

1. 2022-2026 Capital Improvement Plan review (*Buchholtz*)
2. 2022 Public Utility Budget review (*Buchholtz/Randall*)
3. Triangle Park sidewalk project (*Goodboe-Bisschoff*)
4. Animal Control contract discussion (*Antoine*)
5. Council Reports
6. Administrator Reports

If you have additional items you would like added to this agenda, please let me know soon so staff can research them.

Future work session items include:

- American Rescue Plan Act discussion (*Buchholtz*)
- City Hall facility discussion (*Buchholtz*)

If you have any questions, please don't hesitate to contact me at 763-784-6491.



## City of Spring Lake Park Engineer's Project Status Report

To: Council Members and Staff  
From: Phil Gravel

Re: **Status Report for 11.01.21 Meeting**  
File No.: R-18GEN

**Note:** Updated information is shown in *italics*.

**2021 MS4 Permit and SWPPP Update (193805251).** Annual Report and Public Meeting due by June 30<sup>th</sup>. Pond, structural BMP, and outfall inspections due by July 31<sup>st</sup>. Program analysis due in December. Coordination with CCWD related to TMDL information will happen as needed. The application has been submitted to MPCA for their review. Annual Public Meeting was held on July 6, 2021. Ordinance updates have been processed.

**Risk and Resiliency Assessment (RRA) and Emergency Response Plan (ERP) – Water System (193805314).** This is an assessment and evaluation of the water system based on requirements of the Environmental Protection Agency (EPA) and Department of Homeland Security (DHS). ERP completion by 12/30/21. The RRA was completed and certified by the EPA at the end of June. *The next step is the completion of the ERP. The target date for completing the ERP is November 15, 2021.*

**Utilities for 525 Osborn Road Project (193805012).** This city project was for off-site utilities for 525 Osborne Rd. Construction was completed in 2020. Final Contractor payment has been processed.

**Suite Living Spring Lake Park (Hampton Cos. project at 525 Osborne).** Utility connections have been made. *Site work (including parking lot) continues – developer needs to complete restoration at Spring Crest Estates.*

**Stormwater Utility Plan (193804944).** The city is considering a stormwater utility charge. Ordinance has been processed. *The next step is to work with billing department on implementation set-up.*

**2021 Sewer Lining Project (193805204).** This project included lining in the general area between Terrace and Monroe and south of 81<sup>st</sup> Avenue. Terry Randall is watching this project. Construction Contracts have been signed. *A Preconstruction Conference was held on September 30<sup>th</sup>.*

**2022 Street Seal Coat and Crack Repair Project (19380\_\_\_\_).** 2022 project area will include all of 81<sup>st</sup> Avenue, Arthur Street, Middletown, and Service Drive southwest of 10 and 65. *Public Works Director is reviewing the necessary street patch areas.*

**Sidewalk Project:** Possible sidewalk improvements in Triangle Park and at City Hall. This work will be considered in 2022. Alternate bids will be combined with the 2022 Street Project.

**2022 Street Improvements Project (193805383).** This project will include pavement replacement in the Garfield-Hayes neighborhood. Feasibility Report was received on Sept. 7<sup>th</sup>. Public Improvement Hearing was on October 4<sup>th</sup>. *Construction Plans and Specifications are being prepared.*

**2021 Storm Pond and Basin Inspections:** Staff has inspected storm ponds in the area east of TH65 and north of 81<sup>st</sup> Ave. in 2021. Repair work on many of the city (public) ponds has been completed. *Letters have been sent to owners of private ponds to inform them of required maintenance.*

Feel free to contact Harlan Olson, Phil Carlson, Mark Janovek, Peter Allen, or me if you have questions or require additional information.

# **CORRESPONDENCE**





Metro Counties Government Center  
2099 University Avenue West  
Saint Paul, MN 55104-3431

(651) 645-9149 ~ [www.mmcd.org](http://www.mmcd.org)

October 15<sup>th</sup>, 2021

Spring Lake Park City Administrator  
Daniel Buchholtz  
1301 81st Avenue NE  
Spring Lake Park, MN 55432

Dear Daniel Buchholtz,

Enclosed is a summary of work done by the Metropolitan Mosquito Control District (MMCD) in the Spring Lake Park area during the 2021 mosquito control season.

Throughout June and July, much of Minnesota was under severe or extreme drought conditions according to the Department of Natural Resources which had a direct impact on mosquito numbers. Most mosquitoes rely on rain for their life cycle and the lack of precipitation brought mosquito numbers down below the 10-year average for the entire season. In 2021 District Staff inspected over 70,000 breeding sites for mosquito larvae and applied 150,593 acres worth of treatments which is less than the 198,678 in 2020 and the 213,800 acres treated in 2019. We also treated 284,863 catch basins in the seven-county metro to control disease mosquitoes.

West Nile virus was more active in Minnesota in 2021 than during the past two years. Confirmations of human WNV illnesses have been delayed this year as COVID has strained the public health system. As of October 5, six WNV illnesses had been confirmed in Minnesota with three of those cases in residents of the District (Hennepin County). Data collected by MMCD through mosquito surveillance and testing suggest the final case total for 2021 will be considerably higher. In 2021, 60 mosquito samples tested in our lab were positive for WNV. In 2020 there were six positive mosquito samples and zero human illnesses reported in Minnesota. In 2019 there were five positive mosquito samples and five human illnesses in the state. The last active WNV year was 2018 when we saw 132 WNV positive mosquito samples and 63 human illnesses in Minnesota. For more information about vector-borne disease in 2021 look for the MMCD Technical Advisory Board report coming in February 2022.

MMCD employees controlled immature black flies (biting gnats) in small streams and large rivers throughout the metropolitan area. In 2021, 110 black fly larvicide treatments were made to the rivers and streams in the District. In the spring, river flows were slightly above or near normal levels allowing for treatments to be made but the persistent summer drought conditions in the region made for very low river levels which stopped most black fly larval production for rest of the season. In May, high adult black fly populations of a small stream species occurred resulting in increased customer calls from certain areas of the District.

With COVID restrictions loosened for certain public events we were able to return to some in-person activities like the Minnesota State Fair, which helped with our educational offerings. We also created more online resources including a new Residents Guide webpage and video to help people reduce mosquitoes where they live.

If you have any questions, or would like to meet to discuss our agency's activities, please contact me.

Sincerely,

Stephen A. Manweiler, Executive Director  
Phone: (651) 643-8365 // Email: [mmcd\\_sam@mmcd.org](mailto:mmcd_sam@mmcd.org)

# 2021 Activity Summary for Fridley and Spring Lake Park

## LARVAL CONTROL

The majority of control done by MMCD targets mosquitoes during their larval stage. Mosquito larvae usually develop in standing water and are most common after a rainfall. Larval control materials are applied via helicopter, backpack, or by hand.

**Larval Control in Fridley and Spring Lake Park in 2021:**  
**Sites Inspected: 683 | Acres Treated: 160.66**



## ADULT CONTROL

MMCD supplements our larval control program with limited adult mosquito control. Adult control materials are applied via backpack during the day or truck-mounted cold fogger in the evening.

**Adult Mosquito Control in Fridley and Spring Lake Park in 2021:**  
**Sites Inspected: 136 | Acres Treated: 1.12**

## DISEASE PREVENTION

Controlling the mosquito species that are most likely to spread disease is a top priority for MMCD. Removing containers that could hold stagnant water is critical to reducing the spread.

**Disease Prevention Activity in Fridley and Spring Lake Park:**  
**Tires Removed: 98 | Catch Basins Treated: 3340**  
**Disease Prevention Property Inspections: 4**



## CUSTOMER CALLS

We encourage residents of the district to call MMCD to report mosquito annoyance, employee or helicopter concerns, request waste tire removal, or for anything else.

**Customer Calls from Fridley and Spring Lake Park in 2021: 6**

For questions about your city's data,  
please contact Alex Carlson –  
[acarlson@mmcd.org](mailto:acarlson@mmcd.org)







October 18, 2021

Wes Kooistra  
General Manager  
Metro Transit  
570 Sixth Avenue North  
Minneapolis, MN 55411

Dear Mr. Kooistra:

The City of Spring Lake Park was recently informed about proposed changes to bus service in Spring Lake Park as a result of Metro Transit's on-going litigation with Washington Prime Group. Primarily, the reroute of the Local Route 10 "N" branch and the Limited Stop Route 824 from Monroe Street to 81<sup>st</sup> Avenue. On behalf of the Spring Lake Park City Council, I am writing to express our strong opposition to the proposed reroute and to encourage Metro Transit to utilize Osborne Road to University Avenue to 85<sup>th</sup> Avenue instead.

The City Council, over the past eight years, has been working diligently to reduce heavy vehicle traffic along our residential streets. On May 18, 2020, the City Council adopted a resolution removing a portion of 81<sup>st</sup> Avenue, between the University Avenue and Terrace Road, from the State Aid system. That resolution was accepted by MnDOT State Aid (Commissioner's Order No. 98661) on June 4, 2020. The City Council also placed a 10,000-pound gross weight restriction on a segment of 81<sup>st</sup> Avenue NE between the University Avenue Service Drive to Terrace Road NE, effective on May 18, 2020.

In addition, the City Council has serious concerns about safety and additional traffic at the intersection of 81<sup>st</sup> Avenue and University Avenue NE. There is significant congestion during peak times at this intersection. While the City is working with MnDOT on identifying potential improvements to this intersection as part of the University Avenue PEL process, the City Council does not believe the intersection has the capacity to handle additional bus traffic in addition to the current vehicular traffic.

The City Council believes that Osborne Road (Anoka County CSAH 8) is a much better alternative to 81<sup>st</sup> Avenue. It is a more commercial corridor with a wider right-of-way that can accommodate bus traffic. The recent improvements Anoka County made to the intersection of Osborne Road and University Avenue provide the capacity to handle additional traffic.

The City Council supports maintaining and improving the current bus stop on University Avenue, north of 81<sup>st</sup> Avenue, which can be serviced as proposed with the route we are proposing.

If you have any questions about the City Council's position, please don't hesitate to contact City Hall at 763-784-6491.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Nelson", written in a cursive style.

Robert Nelson  
Mayor

cc: Members of the Spring Lake Park City Council  
Daniel Buchholtz, Administrator, Clerk/Treasurer  
Phil Gravel, City Engineer  
Melissa Barnes, North Area Manager, MnDOT Metro District  
Victoria Dan, Transit Planner, Metro Transit

## U.S. Municipal Bond Market

# A New Decade & The Threat to the Municipal Bond Tax-Exemption

- If the quest for deficit reduction measures we saw proposed and considered after the Great Recession are any indication, we believe the municipal bond market could witness an even greater threat to the municipal bond tax-exemption in the coming years.
- An immediate threat does not exist, but political factors, election results, and a renewed priority on the need for reducing the debt could all come together and create an environment suitable for a strong threat to the municipal bond tax-exemption.

Tom Kozlik

Head of Municipal Research & Analytics

214.859.9439

tom.kozlik@hilltopsecurities.com

## Foresee an Environment Suitable for a Strong Tax-Exemption Threat

If the quest for deficit reduction measures we saw proposed and considered after the Great Recession are any indication, we believe the municipal bond market could witness an even greater threat to the municipal bond tax-exemption in the coming years. A certain political chemistry in both branches of the legislature and White House ahead of the 119th Congress poses potentially the strongest threat to the municipal bond tax-exemption since 2017. In fact, the threat could be even greater because of how high U.S. debt has risen compared to just a few years ago. The specifics of how lawmakers approach tax policy will be critical in determining the level of the threat closer to and just after the 2024 elections.

*An immediate threat does not exist, but political factors, election results, and a renewed priority on the need for reducing the debt could all come together and create an environment suitable for a strong threat to the municipal bond tax-exemption.*

## Breakdown of Party Government in the U.S. (106th Through 117th Congress)

Congress	House Majority	Senate Majority	Presidency	Party Govt.
119th (2025–2027)	Unknown	Unknown	Unknown	Unknown
118th (2023–2025)	Unknown	Unknown	Unknown	Unknown
117th (2021–2023)	Democrats	Democrats	Democrat (Biden)	Unified
116th (2019–2021)	Democrats	Republicans	Republican (Trump)	Divided
115th (2017–2019)	Republicans	Republicans	Republican (Trump)	Unified
114th (2015–2017)	Republicans	Republicans	Democrat (Obama)	Divided
113th (2013–2015)	Republicans	Democrats	Democrat (Obama)	Divided
112th (2011–2013)	Republicans	Democrats	Democrat (Obama)	Divided
111th (2009–2011)	Democrats	Democrats	Democrat (Obama)	Unified
110th (2007–2009)	Democrats	Democrats	Republican (G.W. Bush)	Divided
109th (2005–2007)	Republicans	Republicans	Republican (G.W. Bush)	Unified
108th (2003–2005)	Republicans	Republicans	Republican (G.W. Bush)	Unified
107th (2001–2003)	Republicans	Republicans / Democrat	Republican (G.W. Bush)	Unified / Divided
106th (1999–2001)	Republicans	Republicans	Democrat (Clinton)	Divided

Source: U.S. House Archives and HilltopSecurities..

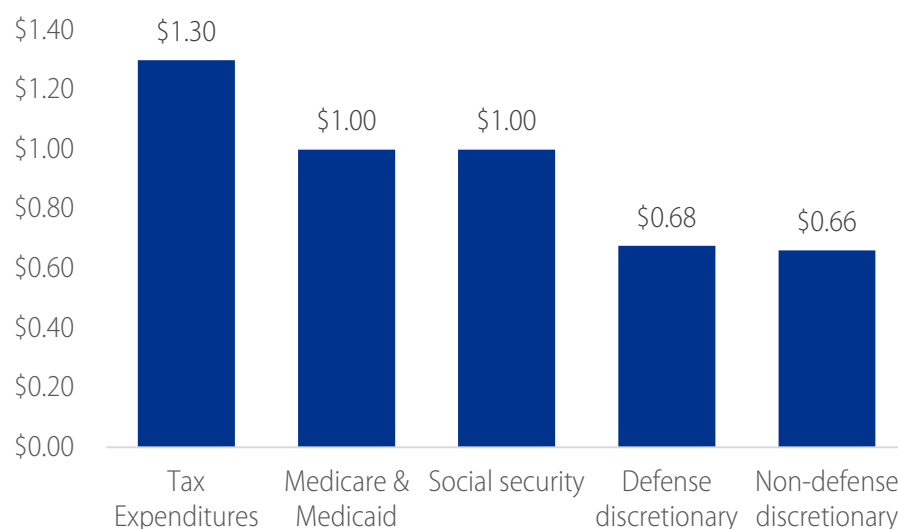
The threat to the municipal bond tax-exemption is not on the radar of most municipal bond market observers or participants right now. It may seem counterintuitive to begin to identify a threat that is potentially years in the making, especially when lawmakers have recently proposed to expand, not reduce the tax-exemption tax expenditure. This is also why we believe now is the time to recognize this as a potential danger.

*The threat to the municipal bond tax-exemption is not on the radar of most municipal bond market observers or participants right now.*

## Review of U.S. Tax Expenditures

There are two major ways the federal government delivers benefits to the public. The first is through spending programs, which could be in the form of social programs such as Medicare, or Social Security. This could also be in the form of spending for areas such as national defense. The other major way the federal government delivers benefits to the public is through tax expenditures or special provisions delivered through the tax code. The municipal bond tax-exemption is a tax expenditure. These are recognized as a revenue loss to the federal government and when added together can be considered quite costly. Here is what the sum of the cost of tax expenditures looks like when compared with other major programs.

### Cost Comparison: Tax Expenditures vs. Selected Major Program Expenditures, FY19 (\$ in trillions)



Source: CBPP and HilltopSecurities.

*The other major way the federal government delivers benefits to the public is through tax expenditures or special provisions delivered through the tax code. The municipal bond tax-exemption is a tax expenditure.*

This Congressional Research Service report [Spending and Tax Expenditures: Distinctions and Major Programs](#) (Updated July 9, 2019) cites Joint Committee on Taxation data that estimates revenue loss from tax expenditures of \$1.485 trillion, or 7.0%, of U.S. GDP. In fiscal year 2019, the United States federal government spent \$4.4 trillion, or 21%, of GDP. About \$3.5 trillion of the federal budget was paid for with federal revenues and almost \$1 trillion was financed with borrowing. Please see [Policy Basics: Where Do Our Federal Tax Dollars Go?](#) for more on this. But, these numbers should give an idea of how large tax expenditures are compared to the overall federal budget.

*In fiscal year 2019, the United States federal government spent \$4.4 trillion, or 21%, of GDP. About \$3.5 trillion of the federal budget was paid for with federal revenues and almost \$1 trillion was financed with borrowing.*

This relationship highlights the fact that federal tax expenditures, such as the

mortgage interest deduction and the municipal bond tax-exemption, when taken together with other tax expenditures can be considered expensive spending line-items for the federal government. The accompanying table shows that the municipal bond tax expenditure is one of the more meaningful tax expenditures ranked by revenue impact. [Analysis by the Center on Budget and Policy Priorities](#) also shows a large portion of tax expenditures favor higher income brackets.

There are [also arguments against this view and its efficiency](#). There is also analysis that examines which bondholders benefit the most from the municipal bond tax-exemption. We expect the overall cost and the distributional impact considerations will continue to put the municipal bond tax expenditure in the crosshairs of policymakers when they consider deficit reduction measures in the coming years.

*This relationship highlights the fact that federal tax expenditures, such as the mortgage interest deduction and the municipal bond tax-exemption, when taken together with other tax expenditures can be considered expensive spending line-items for the federal government.*

## The 20 Largest Tax Expenditures Ranked by Projected Revenue Effect (\$ millions)

Rank	Section	Tax Expenditure/ Provision	2020	2021	2021-2030	% of Top 20
1	121	Exclusion of employer contributions for medical insurance premiums and medical care	191,350	197,530	2,807,130	19%
2	59	Exclusion of net imputed rental income	123,210	130,590	1,645,980	11%
3	66	Capital gains (except agriculture, timber, iron ore, and coal)	99,210	99,890	1,270,250	9%
4	141	Defined contribution employer plans	80,690	87,610	1,168,850	8%
5	140	Defined benefit employer plans	65,920	67,960	762,880	5%
6	116	Deductibility of charitable contributions, other than education and health	40,320	43,610	683,380	5%
7	55	Deductibility of mortgage interest on owner-occupied homes	24,730	25,440	595,980	4%
8	163	Deductibility of nonbusiness State and local taxes other than on owner-occupied homes	7,060	6,890	561,020	4%
9	134	Child credit	70,170	73,320	517,920	4%
10	68	Step-up basis of capital gains at death	35,460	37,780	505,450	4%
11	58	Capital gains exclusion on home sales	39,450	40,610	500,660	3%
-	-	Exclusion of interest on State and local bonds for Public purposes	0	0	0	-
-	-	Exclusion of interest on Private activity bonds	0	0	0	-
12	161	Exclusion of interest on State and local bonds for Public purposes & Private activity bonds	0	0	0	3%
13	65	Treatment of qualified dividends	29,450	30,760	387,240	3%
14	144	Self-Employed plans	25,680	28,260	377,030	3%
15	155	Social Security benefits for retired, disabled workers & spouses, dependents & survivors	27,050	27,180	364,900	3%
16	4	Reduced tax rate on active income of controlled foreign corporations (normal tax method)	27,570	29,780	323,560	2%
17	77	Allow 20-percent deduction to certain pass-through income	29,195	50,518	300,225	2%
18	56	Deductibility of State and local property tax on owner-occupied homes	6,450	6,370	294,600	2%
19	8	Credit for increasing research activities	16,940	18,300	247,400	2%
20	142	Individual Retirement Accounts	16,510	17,360	232,340	2%
Total of Top 20 Expenditures			1,020,695	1,096,378	14,428,915	

Source: U.S. Dept. of Treasury and HilltopSecurities.

*A strong economic argument in favor of the municipal bond tax exemption is that it encourages state and local government infrastructure investment.*

*We expect the overall cost and the distributional impact considerations will continue to put the municipal bond tax expenditure in the crosshairs of policymakers when they consider deficit reduction measures in the coming years.*

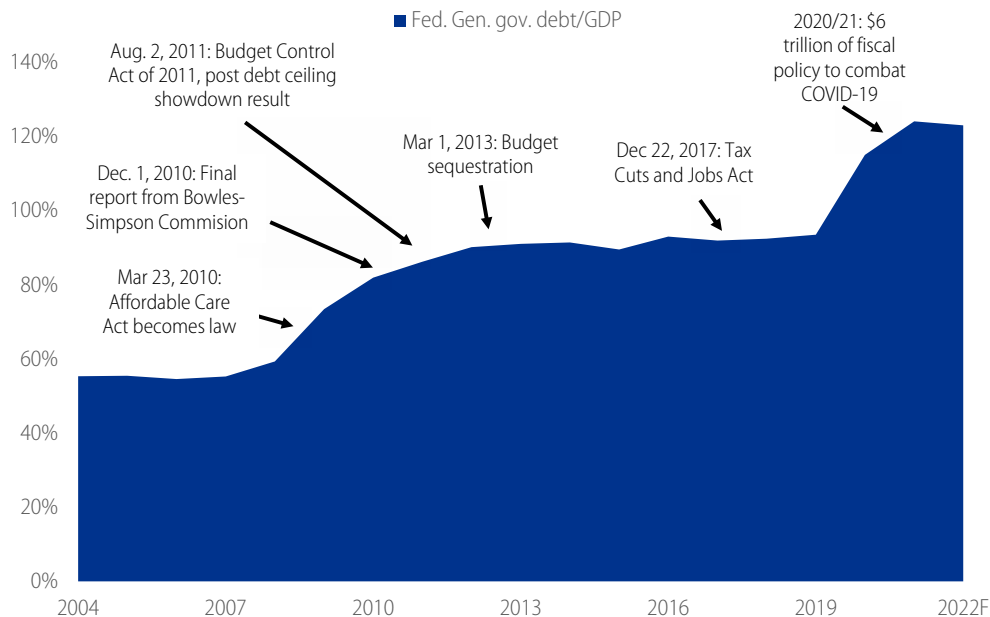
## Recent History of Tax-Exemption Threats

The threat to the municipal bond tax-exemption has been and continues to be real. The threat to the tax-exemption over the last decade culminated in the loss of public finance issuers' ability to execute advance refundings using tax-exempt bonds at the end of 2017. The threat was so large in the last decade that public finance entities almost lost the ability to use tax-exempts for private activity financings which include organizations such as hospitals and higher education institutions. There were also several proposals from important sources that recommended eliminating, or limiting the municipal bond tax exemption in the last decade.

Let's take a quick review of how the threat developed in the wake of the Great Recession. It all begins with discussions about the need to lower the U.S. debt and deficit reduction tactics. Before the 2008 Financial Crisis, the U.S. debt to GDP ratio was about 50%, a relatively healthy level compared to just after the Great Recession ended. Alarm bells began to sound in 2010 when it began to sharply rise. A rising debt to GDP ratio put the U.S. sovereign credit at risk and this metric only worsened as the decade continued. This rising debt to GDP ratio became an important political issue especially for a faction of the Republican party that developed called the Tea Party. These lawmakers began the second decade of the 21st century focused on reducing federal budget spending and they were very much in favor of deficit reduction measures.

*The threat to the tax-exemption was so large in the last decade that public finance entities almost lost the ability to use tax-exempts for private activity financings which include organizations such as hospitals and higher education institutions.*

## Rising U.S. Federal Government Debt, % of U.S. GDP



*Before the 2008 Financial Crisis, the U.S. debt to GDP ratio was about 50%, a relatively healthy level compared to just after the Great Recession ended. Alarm bells began to sound in 2010 when it began to sharply rise.*

Source: Moody's, US Treasury, Federal Reserve, and HilltopSecurities.

## Bowles-Simpson, Bipartisan Presidential Commission

President Barack Obama created The National Commission on Fiscal Responsibility and Reform, a bipartisan Presidential Commission on deficit reduction in the beginning of 2010. The effort was commonly referred to as the Bowles-Simpson Commission named after its co-chairs Erskine Bowles and Alan Simpson. The Bowles-

*President Barack Obama created The National Commission on Fiscal Responsibility and Reform, a bipartisan Presidential Commission on deficit reduction in the beginning of 2010.*

Simpson Commission included 18 commissioners and required a super-majority, or 14 of the members, to vote in favor of its recommendations and for a vote to be brought before Congress.

The Bowles-Simpson Commission's final recommendations, The Moment of Truth, were widely controversial upon their release in December 2010. The final report recommended a mixture of spending cuts and tax hikes, most of which rubbed political actors the wrong way. The Commission's proposal included an increase in the retirement age for Social Security, cuts to domestic spending, an increase to the federal gasoline tax, and other tax reforms that among other things specifically eliminated the municipal bond tax-exemption tax expenditure for new issuance (see page 31 of The Moment of Truth). The proposal did not receive the necessary number of votes from the commission's 18 commissioners in order for the proposal to move on for consideration by Congress. However, this was a significant shot across the bow for the municipal bond tax-exemption provision at the beginning of a new decade, and the threat to the tax-exemption only grew from there.

*The Bowles-Simpson Commission's final report recommended a mixture of spending cuts and tax hikes, most of which rubbed political actors the wrong way.*

## Debt Ceiling Showdown of Summer 2011

The newly formed faction of the Republican party, referred to as the Tea Party, embraced anti-debt political momentum. This group, among other policy priorities, tried to drive deficit reduction measures by reducing spending and cutting government earmarks. The Tea Party is probably best known for the negotiation tactics that led to the debt-ceiling crisis during the summer of 2011, that among other things, led to S&P Global downgrading the U.S. sovereign rating to AA+ from AAA. The debt ceiling negotiations resulted in an 11th hour agreement. Lawmakers finally signed the Budget Control Act (BCA) of 2011 into law on Aug. 2, 2011. The BCA of 2011 created a super-committee that was supposed to identify ways to bring balance to the U.S. budget and if the committee failed, an automatic budget sequestration would be enacted that would automatically reduce federal spending as of Jan. 2, 2013. This mechanism was supposed to incentivize lawmakers to compromise on spending cuts through negotiation. There was not enough incentive however, and the automatic cuts through budget sequestration eventually occurred in 2013.

*The Tea Party is probably best known for the negotiation tactics that led to the debt-ceiling crisis during the summer of 2011, that among other things, led to S&P Global downgrading the U.S. sovereign rating to AA+ from AAA.*

## The Fiscal Cliff and U.S. Budget Sequestration of 2013

Lawmakers faced a fiscal cliff to begin the 2013 calendar year. The fiscal cliff referred to the combined impact that the expiration of previously enacted laws would have on the U.S. economy. This U.S. economy's ability to recover from the Great Recession was still being questioned at this time, making this cliff an issue to watch for many even outside political circles. The 2001 and 2003 Bush tax cuts were set to expire on Dec. 31, 2012. Federal spending cuts under sequestration were scheduled to begin to start 2013 as well because the super committee formed under the above-mentioned Budget Control Act of 2011 failed to come to an agreement on deficit reduction measures. The Budget Sequestration of 2013 was delayed until the beginning of March, but across the board budget cuts did occur. This is the mechanism that has since cut the subsidy that is paid to issuers of taxable Build America Bonds sold in 2009 and 2010.

*The Budget Sequestration of 2013 was delayed until the beginning of March, but across the board budget cuts did occur. This is the mechanism that has since cut the subsidy that is paid to issuers of taxable Build America Bonds sold in 2009 and 2010.*



## President Obama's Budget Proposal Recommended Limiting Value of Tax Benefits

Another threat to the municipal bond tax-exemption came from presidential budget proposals during the Obama administration. Some state and local lawmakers lobbied against the president's recommendation. In an April 15, 2013 opinion piece in *The Baltimore Sun* titled [Obama Wrong to Seek Limits on Tax-Exempt Bonds](#), U.S. Representative Dutch Ruppersberger (D-Md.) indicated that it was wrong for former President Obama to propose to limit the value of tax benefits for top-earning investors in municipal bonds to 28%, down from 35%. Rep. Ruppersberger countered, "As a former county councilman, county executive and president of the Maryland Association of Counties, I understand that tax-exempt bonds are the most efficient way to fund such infrastructure projects. Unfortunately, not enough members of Congress have local government experience."

*Another threat to the municipal bond tax-exemption came from presidential budget proposals during the Obama administration. Some state and local lawmakers lobbied against the president's recommendation.*

## Intense Municipal Bond Tax-Exemption Threat Prior to the 2017 Tax Cut

The most intense threat to the municipal bond tax-exemption came in November and December of 2017 when Republicans in the 115th Congress began to release potential pay-fors for what eventually became the Tax Cuts and Jobs Act (TCJA) of 2017. The TCJA of 2017 was cornerstone tax policy for the 115th Congress and President Donald Trump that reduced individual and corporate tax rates, among other elements. The time period just before the TCJA of 2017 was signed into law was also the pinnacle of the threat to the municipal bond tax-exemption last decade.

Lawmakers' initial proposal would have entirely eliminated tax-exempt bonds for [private activity bond](#) issuers and for [advance refundings](#). Municipal issuers were so startled by the suggestion that they raced to the market in November and December selling \$155 billion of tax-exempt debt. The five-year average issuance for November and December before 2017 was only \$55 billion. When the dust settled, tax-exempts for private activity bonds were saved, but the new law eliminated tax-exempt issuance for advance refundings. This limitation still exists today, but could potentially be reversed based on [legislation currently being considered by Congress](#) as part of President Biden's Build Back Better agenda.

*The TCJA of 2017 was cornerstone tax policy for the 115th Congress and President Donald Trump that reduced individual and corporate tax rates, among other elements.*

One of the key points that is often not recognized about 2017 was that for most of the previous decade we recognized a threat to the municipal bond tax-exemption existed mostly as a result of potential deficit reduction measures. However, municipal bond issuers did not lose their ability to use tax-exempts for advance refundings as a result of deficit reduction legislation in 2017. Municipal bond issuers lost (maybe temporarily) their ability to use tax-exempts for advance refundings to fund what was largely considered a tax cut. This reality adds another element to the potential threat to the municipal bond tax-exemption in the coming decade. In other words, it is not only deficit reduction measures that could eliminate the municipal bond provisions, but they could be used to fund other lawmakers' political aims as well. The 2017 TCJA turned out to not only to be a credible threat, but a real danger and showed how vulnerable the municipal bond elements truly are to lawmakers' strategies.

*One of the key points that is often not recognized about 2017 was that for most of the previous decade we recognized a threat to the municipal bond tax-exemption existed mostly as a result of potential deficit reduction measures.*

## New Decade, Rising U.S. Debt to GDP, Means Greater Potential for Deficit Reduction

The threat to the municipal bond tax-exemption has not lessened now that we have



entered the third decade of the twenty-first century. If anything, the threat is even higher now, because U.S. debt levels grew substantially in the last decade. "At the end of 2019, federal debt was higher than at any other time since just after the war [WWII]," wrote the Congressional Budget Office in March 2020. This is even before lawmakers added another \$6+ trillion to the debt to combat COVID-19. In its 2021 Long-Term Budget Outlook the CBO indicated a large federal deficit and rising debt levels. Overall, the federal debt is projected to double to 202% of GDP by 2051.

*If anything, the threat to the tax-exemption is even higher now, because U.S. debt levels grew substantially in the last decade.*

## Questioning the Direction Tax Policy Will Take This Decade

We will need to watch closely how views and discussions about tax policy evolve. The U.S. is experiencing a unique moment that is being afforded to the Democrats by their victories in the Georgia run-off elections at the beginning of 2021. As a result, the Democrats have a tie-breaking vote from the vice president that could help President Joe Biden deliver as much as \$3.5 trillion of his progressive agenda. Discussions about what could be included in a budget reconciliation package are being considered right now, and lawmakers seemed to have shifted into a more compromising mode. However, Senator Kyrsten Sinema, a Democrat from Arizona, recently reinforced her opposition to raising corporate tax rates to help pay for the Democrat's Build Back Better Agenda. This opposition by a moderate Democrat is an important reality about the potential future of where U.S. tax policy is likely to go in coming years.

*Sen. Sinema (D-AZ) recently reinforced her opposition to raising corporate tax rates to help pay for the Democrat's Build Back Better Agenda. This opposition by a moderate Democrat is an important reality about the potential future of where U.S. tax policy is likely to go in coming years.*

An issue in the United States is a larger debate about the role of government and how government should be funded. We have seen this debate play out even in just the first 10 months of 2021. Some progressive Democrats have seemingly misread the political landscape, and this is one of the reasons why the progressives have held out for spending closer to \$3.5 trillion in the Build Back Better package. But as we note above, it is a moderate Democrat in the Senate who is pushing back on raising the corporate tax rate.

*The Economist* went so far in October 2021 to suggest that, "America will never have a European-style welfare state without a Value-Added Tax or (VAT)" on consumption. Another Economist article showed that U.S. total tax revenue as a percentage of GDP is closer to OECD countries like Korea and Turkey, and not Sweden or France, and below the OECD average. However, political sentiment in the U.S. is largely not moving in the direction of a higher level of government involvement.

*The Economist went so far in October 2021 to suggest that, "America will never have a European-style welfare state without a Value-Added Tax or (VAT)" on consumption.*

## Total Tax Revenue as a % of GDP, FY 2019

OECD Country	Rev % of GDP	OECD Country	Rev % of GDP
Denmark	46.6%	Portugal	34.5%
France	44.9%	Canada	33.8%
Sweden	42.8%	Estonia	33.5%
Belgium	42.7%	OECD Average	33.4%
Austria	42.6%	United Kingdom	32.7%
Italy	42.4%	New Zealand	31.5%
Finland	42.3%	Japan	31.4%
Norway	39.9%	Latvia	31.2%
Greece	39.5%	Lithuania	30.3%
Netherlands	39.3%	Israel	30.2%
Luxembourg	38.9%	Australia	27.7%
Germany	38.6%	Switzerland	27.4%
Slovenia	37.2%	Korea	27.3%
Hungary	36.5%	United States	25.0%
Poland	35.1%	Turkey	23.1%
Iceland	34.8%	Ireland	21.9%
Czech Republic	34.8%	Chile	20.9%
Spain	34.7%	Colombia	19.7%
Slovak Republic	34.6%	Mexico	16.3%

Source: OECD and HilltopSecurities.

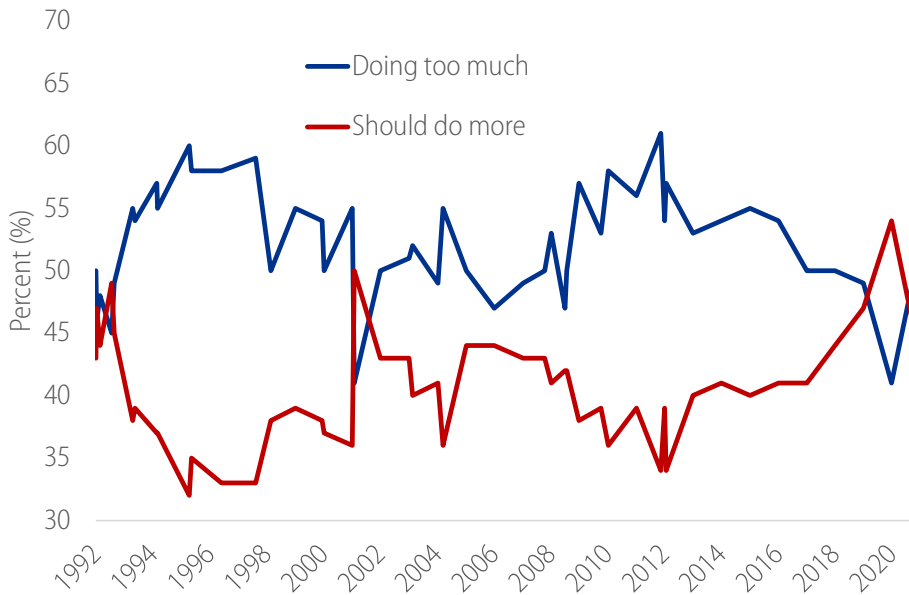
During COVID-19, Gallup polling data (page 9) showed that many Americans thought that government "Should Do More," reversing a trend that stood going back to the early 2000s. This is an appropriate reaction after all and most likely a result of the pandemic. "Understandably, the public demanded more from the government. If there are no atheists in a foxhole, there are fewer libertarians in a pandemic," wrote Catherine Rampell in the *Washington Post*. Polling from September 2021 shows a return to the relationship that existed before COVID-19 and more Americans are saying government is, "Doing Too Much." This attitude could have an impact on tax policy as well in the coming years.

Another Economist article showed that U.S. total tax revenue as a percentage of GDP is closer to OECD countries like Korea and Turkey, and not Sweden or France, and below the OECD average. However, political sentiment in the U.S. is largely not moving in the direction of a higher level of government involvement.

During COVID-19, Gallup polling data (page 9) showed that many Americans thought that government "Should Do More," reversing a trend that stood going back to the early 2000s.

Polling from September 2021 shows a return to the relationship that existed before COVID-19 and more Americans are saying government is, "Doing Too Much."

## Poll: Is the Government Doing Too Much, or Too Little



Source: Gallup, Washington Post and HilltopSecurities.

## Debate Leading Up to the 2022 and 2024 Elections

When the calendar turns to 2022 we expect that the political focus in Washington will be on the 2022 mid-term elections. Just recently House Republican Kevin McCarthy appeared on Fox and Friends (Sept. 14, 2021) and described his opposition to the tax and spending policies the Democrats are trying to approve. McCarthy is focused on winning back the Republican majority in 2022. To get there he is focused on a "partial revival of now defunct Tea Party's slash-government spending ethos and alarm over the debt," according to Bob Woodward and Robert Costa's new book, *Peril* (p. 192). In fact, Rep. McCarthy is counting on "alarm over the debt" as being a leading issue next year. "I think the debt is going to become a bigger issue than people think because it's the hangover afterward. . . I think people are going to wake up," McCarthy says. During a foreign policy related speech at the Nixon Presidential Library the Minority Leader identified U.S. debt as one of the two key threats to the U.S. "Our greatest threats going forward is the debt and China," the Minority Leader said. Therefore, we are very much expecting that the topic of the rising U.S. debt and debt reduction tactics will receive a significant amount of attention.

Of course, we will have to see how the importance of the debt and deficit reduction measures evolve in 2022 and before the 2024 elections. Political results are also a leading input we will be watching for as well. However, if the quest for deficit reduction measures we saw proposed and considered after the Great Recession are any indication, we believe the market could witness an even greater threat to the municipal bond tax-exemption in the coming years. We currently foresee an environment suitable for a strong threat to the municipal bond tax-exemption that could exist for years.

*When the calendar turns to 2022 we expect that the political focus in Washington will be on the 2022 mid-term elections.*

*Just recently House Republican Kevin McCarthy appeared on Fox and Friends (Sept. 14, 2021) and described his opposition to the tax and spending policies the Democrats are trying to approve.*

*Of course, we will have to see how the importance of the debt and deficit reduction measures evolve in 2022 and before the 2024 elections.*

## Recent HilltopSecurities Municipal Commentary

- Lawmakers Shift to Compromise, Some Spending Jettisoned, Municipal Elements Remain if Only For Now, Oct. 20, 2021
- White House Scrambles to Revive its Approval Rating & Legislative Agenda, Municipal Friendly Elements Hang in the Balance, Oct. 15, 2021
- Municipal Bond Friendly Elements Could Be Lost if Build Back Better Agenda is Pared Back, Sept. 30, 2021
- The Road to Getting Infrastructure Done in 2021, Sept. 20, 2021

Readers may view all of the HilltopSecurities Municipal Commentary [here](#).

*The paper/commentary was prepared by HilltopSecurities (HTS). It is intended for informational purposes only and does not constitute legal or investment advice, nor is it an offer or a solicitation of an offer to buy or sell any investment or other specific product. Information provided in this paper was obtained from sources that are believed to be reliable; however, it is not guaranteed to be correct, complete, or current, and is not intended to imply or establish standards of care applicable to any attorney or advisor in any particular circumstances. The statements within constitute the views of HTS as of the date of the document and may differ from the views of other divisions/departments of affiliate Hilltop Securities Inc. In addition, the views are subject to change without notice. This paper represents historical information only and is not an indication of future performance. This material has not been prepared in accordance with the guidelines or requirements to promote investment research, it is not a research report and is not intended as such. Sources available upon request.*

*Hilltop Securities Inc. is a registered broker-dealer, registered investment adviser and municipal advisor firm that does not provide tax or legal advice. HTS is a wholly owned subsidiary of Hilltop Holdings, Inc. (NYSE: HTH) located at 717 N. Harwood St., Suite 3400, Dallas, Texas 75201, (214) 859-1800, 833-4HILLTOP*

# A Light News Week May Give Way to Big Headlines from Washington and the Fed



Market Commentary - October 27, 2021

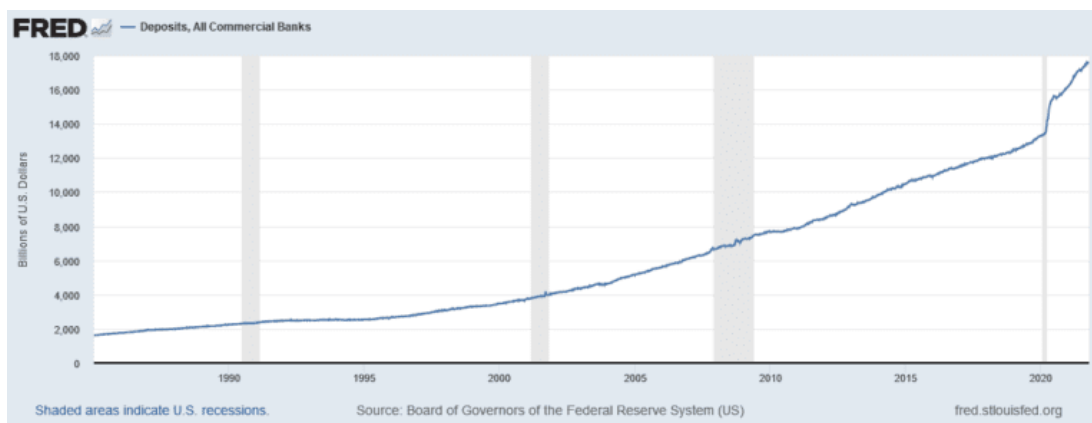
by Shelby McQuay

## Consumer Confidence is Up

The Consumer Confidence Index for the month of October was released Tuesday by the Conference Board with a reading of 113.8. This is up from 109.8 in September and the first increase in three months. According to the economists polled by the Wall Street Journal, expectations for the October release were estimated at 108.0. Respondents indicated that vacations were among the big-ticket expenditures that they planned to make in the near future. In addition, the number of people reporting they planned to take a vacation in the next six months marked the highest level since the beginning of the pandemic in March 2020.

The Consumer Confidence Index combines consumers' assessment of the present situation and their short-term outlook. Though the nominal number is difficult to put into context (1985 = 100), the trends tell the story. This month's increase comes just a couple months after a sharp drop in the index in August, following a resurgence in COVID cases and the delta variant.

The data indicate there's sufficient savings to take on the additional spending by consumers. Bank deposits continue to increase, recently reaching nearly \$18 trillion. The recent pace at which deposits have increased since the spring of 2020 far outpaces growth over past decades, which is attributable to increased savings rates, direct federal stimulus, and the monetary policy actions of the Federal Reserve.



## Updates from Washington D.C.

Having initially proposed a \$3.5 trillion legislative plan, the Democrats have pulled back and set their sights on a spending package of approximately \$1.75 trillion. The social spending and climate package deal has a somewhat artificial deadline of October 31, in the hopes that it can be tied together with the \$1 trillion infrastructure package, which includes reauthorization of certain transportation programs currently set to expire on that date. As for the municipal bond tax law changes included in the original \$3.5 trillion plan, no one can say for certain if these proposals will make the cut.

Additionally, some in Washington have begun to speculate on the upcoming February 2022 term expiration of the top Federal Reserve post currently held by Chair Powell. Originally appointed by President Trump, the top job has not typically swayed according to the political winds of the White House. Most recently, President Obama reappointed a Republican appointee (Ben Bernanke) and President Clinton did the same (Allen Greenspan). President Reagan, a Republican, similarly reappointed a Chair from a prior Democrat administration (Paul Volker). The appointment by the President requires Senate confirmation.

## Municipal Markets Trending Slightly Upward

After months of very little change, the municipal bond market experienced increases in yields at all points on the yield curve, relative to the beginning of September. Change over the past two weeks has subsided somewhat with a slight 6 bps (1 basis point – 0.01%) increase over the week ending October 8. The municipal market has generally moved in concert with increases to U.S. Treasury yields, although with slightly less volatility.

As reported in *The Bond Buyer* and according to Refinitiv MMD, municipal-to-UST ratios are 53%, 74% and 83% at the 5-, 10-, and 30-year marks, respectively. Generally speaking, lower muni-to-UST ratios indicate greater investor demand for tax-exempt income. Current ratios are consistent with the past few months.

Trends in Municipal Bond Yields September 24, 2021 to October 22, 2021					
AAA Yields*	Sept. 24, 2021	Oct. 8, 2021	Oct. 22, 2021	Change Since 9/24	Change Since 10/8
5 Years	0.47%	0.57%	0.63%	0.16%	0.06%
10 Years	1.01%	1.17%	1.23%	0.22%	0.06%
20 Years	1.41%	1.54%	1.59%	0.18%	0.05%
30 Years	1.63%	1.76%	1.81%	0.18%	0.05%
Bond Buyer 20 Bond Index**	2.15%	2.27%	2.28%	0.13%	0.01%

Source:

\* Bloomberg Valuation

\*\* The Bond Buyer, average yield on a portfolio of municipal bonds maturing in 20 years, AA/Aa2 average rating

## The Fed's Plan to Curtail Asset Purchases Before Employing More Traditional Monetary Policy Tools

The Federal Reserve has a number of tools available to effect monetary policy across the banking system and more broadly in the financial markets. Those tools include:

- Reserve Requirement
  - If you weren't already aware, should every depositor show up at the bank tomorrow and demand their funds, the bank would have to close its doors (remember *It's a Wonderful Life*). Ours is a fractional reserve banking system, where banks must hold reserves at the Fed against some percentage of "reserve

liabilities.” For most of the Fed’s history, that amount has been very low and is generally based on a tiered structure. During the financial crisis of 2008, the Fed increased the reserve requirement significantly to protect the banking system as a whole. This more stringent reserve requirement was later eased as the economic conditions improved. In 2020, the Fed reduced the reserve requirement percentages for all depository institutions to zero. Lower reserve requirements tend to increase the amount of bank lending and the money supply, all else equal.

- Discount Rate
  - The rate the Fed charges financial institutions to borrow funds on a short-term basis against posted collateral (i.e. loans). Banks borrow at this rate from the Fed at the “discount window” which serves as a back-up source of funding. The Federal Reserve Board sets the discount rate.
- Open Market Operations
  - The buying and selling of securities in the open market by the Fed.. When the Fed buys securities, the proceeds of those purchases are added to reserves in the system, generally increasing the money supply. Traditionally, the Fed has used this as the primary tool to achieve its target range for the federal funds rate, or the rate at which banks lend excess reserves to each other. The Federal Open Market Committee is the body that established the range for the fed funds rate, with the New York Federal Reserve Bank carrying out open market operations to achieve the target. In the last fifteen, or so years, the Fed has used open market operations in a more non-traditional fashion through purchases of longer-dated securities in order to exert influence over interest rates more broadly across the interest rate spectrum. The stated purpose of open market operations is to ease the flow of credit throughout the financial system, although the efficacy of these operations cannot be known since there is no control group to measure against.
- Interest on Reserves
  - With the passage of the Emergency Economic Stabilization Act of 2008, Congress allowed the Fed to pay interest to members with excess reserves held at the Fed. This interest paid on reserves incentivized banks to hold more funds at the Fed, which is generally an attempt by the Fed to mitigate potential inflationary impacts of its open market operations
- Overnight Reverse Repurchase Agreements
  - Transactions in which the trading arm of the Fed sells a security with the agreement to repurchase that same security for a stated price in the future (this is really imputed interest on the transaction). Again, the Fed’s reverse repo operations are meant to “immunize” potential for inflation across the broader economy through the mobilization (bank lending) of excess reserves in the economy as a result of open market operations.

Following the 2008 Financial Crisis, and in addition to the traditional tools outlined above, the Fed offered additional support to the economy by purchasing unlimited amounts of Treasuries and agency mortgage-backed securities (MBS). Then in 2013, the Fed signaled that it would begin backing off on the volume of purchases. The 10-year U.S. Treasury, and longer rates generally, rose approximately 100 basis points (bps) in a matter of months in what is now commonly referred to as the “taper tantrum.”

In 2020, in response to the economic disruptions caused by COVID-19, the Fed again began purchasing large amounts of Treasuries and agency MBS. In the effort not to make the same mistake that sent markets abruptly higher in May of 2013, the Fed has provided ample communication about the future direction of asset purchases and the target for the fed funds rate. Since July of 2021 the Fed has indicated that it would begin scaling back its purchases, though official action will need to be approved by the Federal Open Market Committee (FOMC) at a future meeting.

The FOMC, which holds eight regularly scheduled meetings each year, will meet twice more in 2021, with the next meeting concluding on November 3rd. At that time, they’ll release a statement and press release. The full minutes of the meeting are released three weeks later.

Prior to the FOMC meeting, speculation ensues and markets, for the most part, settle into expectations. Assuming the Fed doesn’t diverge from their previously proposed plan for tapering asset purchases that was largely disclosed in the minutes to the last meeting, the markets are expecting a decision on tapering at either the November or December meeting. In survey results reported in the September minutes, “around half of the respondents viewed December as the most likely timing of the first reduction...although respondents also attached significant probability to the first reduction coming in November.” An abrupt increase in U.S. Treasury yields like that seen in 2013 is viewed as less likely in large part due to the communication and expectation of the tapering plan.



---

## Required Disclosures: Please Read

Ehlers is the joint marketing name of the following affiliated businesses (collectively, the “Affiliates”): Ehlers & Associates, Inc. (“EA”), a municipal advisor registered with the Municipal Securities Rulemaking Board (“MSRB”) and the Securities and Exchange Commission (“SEC”); Ehlers Investment Partners, LLC (“EIP”), an investment adviser registered with the SEC; and Bond Trust Services Corporation (“BTS”), holder of a limited banking charter issued by the State of Minnesota.

This communication does not constitute an offer or solicitation for the purchase or sale of any investment (including without limitation, any municipal financial product, municipal security, or other security) or agreement with respect to any investment strategy or program. This communication is offered without charge to clients, friends, and prospective clients of the Affiliates as a source of general information about the services Ehlers provides. This communication is neither advice nor a recommendation by any Affiliate to any person with respect to any municipal financial product, municipal security, or other security, as such terms are defined pursuant to Section 15B of the Exchange Act of 1934 and rules of the MSRB. This communication does not constitute investment advice by any Affiliate that purports to meet the objectives or needs of any person pursuant to the Investment Advisers Act of 1940 or applicable state law. In providing this information, The Affiliates are not acting as an advisor to you and do not owe you a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934. You should discuss the information contained herein with any and all internal or external advisors and experts you deem appropriate before acting on the information.

Categories:

### Connect With Us

Get more information about Ehlers or speak directly with a Municipal Advisor.

 [1-800-552-1171](tel:1-800-552-1171)

 [info@ehlers-inc.com](mailto:info@ehlers-inc.com)

 [Join our mail list](#)



### How can we help?





I'm not a robot

reCAPTCHA  
[Privacy](#) - [Terms](#)

Message

SUBMIT MESSAGE

**EHLERS**  
PUBLIC FINANCE ADVISORS

© 2021 Ehlers, Inc. All Rights Reserved

[Home](#)

[Careers at Ehlers](#)

[Bond Sales](#)

[Bond Sales Results](#)

[Locations](#)

[Disclosures](#)

[Investments Log In](#)