



CITY COUNCIL REGULAR AGENDA
MONDAY, APRIL 06, 2026
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 - March 2, 2026 City Council Meeting
 - [B.](#) Approval of Minutes - March 16, 2026 City Council Meeting
 - [C.](#) Mayor's Proclamation - Kraus Hartig VFW 80th Anniversary Month - April 2026
 - [D.](#) Mayor's Proclamation - Volunteer Month - April 1 - April 30, 2026
 - [E.](#) Approve Right of Way Application - Xcel Energy - 8350 Fillmore St NE
 - [F.](#) Contractor's Licenses
- 7. DEPARTMENT REPORTS**
 - [A.](#) Public Works Report
 - [B.](#) Code Enforcement Report
- 8. PUBLIC HEARINGS**
 - [A.](#) Improvement Hearing - 2026 Street Improvement Project
 1. Resolution 2026-17, Ordering Improvement and Preparation of Plans - 2026 Street Improvement Project
- 9. ORDINANCES AND/OR RESOLUTIONS**
 - [A.](#) Ordinance 507, Approving a Planned Unit Development Overlay to Allow a Cannabis Cultivation Operation at 8478 AND 8480-8492 Central Avenue NE
 - [B.](#) Resolution 2026-13, Authorizing Summary Publication of Ordinance 507, An Ordinance Approving a Planned Unit Development Overlay to Allow a Cannabis Cultivation Operation at 8478 and 8480-8492 Central Avenue NE.
 - [C.](#) Resolution 2026-14, Approving a Conditional Use Permit for 8421 Center Drive NE, Suite B
 - [D.](#) Resolution 2026-15, Approving an Interim Use Permit for 8375 Sunset Road NE
 - [E.](#) Resolution 2026-16, Approving a Conditional Use Permit (CUP) for 8375 Sunset Road NE
 - [F.](#) Resolution 2026-18, Accepting Twins Fields for Kids Grant, Appropriating Matching Funds, and Authorizing Execution of a Grant Agreement

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 Deputy City Clerk at 1301 81st Avenue NE, Spring Lake Park, MN 55432. Ph.763-784-6491 at least 48 hours in advance.

One or more City Councilmembers may participate in this meeting remotely using interactive technology, in compliance with the Minnesota Open Meeting Law.

[G.](#) Resolution 2026-19, Directing the Display of the Former Minnesota State Flag in the City Council Chambers and Authorizing its Use at City Facilities

10. NEW BUSINESS

[A.](#) Approval of Lease Agreement with True North Greens LLC for 8480 Central Avenue NE

[B.](#) Award Bid for 2026 Street Seal Coat and Crack Repair Project

11. REPORTS

A. Attorney Report

[B.](#) Engineer Report

C. Administrator Report

12. OTHER

13. ADJOURN

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 was held on March 2, 2026 at Spring Lake Park Community Center, 1301 81st Avenue N.E., at 7:00 PM.

1. CALL TO ORDER

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

2. ROLL CALL

MEMBERS PRESENT

Councilmember Ken Wendling
Councilmember Barbara Goodboe-Bisschoff
Councilmember Lisa Dircks
Councilmember April Moran
Mayor Bob Nelson

MEMBERS ABSENT

STAFF PRESENT

Building Official Jeff Baker, Public Works Director George Linngren, Sergeant Richard Kramer, Attorney John Thames, Administrator Daniel Buchholtz

VISITOR

Jaycee Kilborn	351 79 th Avenue NE	Spring Lake Park MN
Rich & Kristi Cobbs	8085 Jefferson Street NE	Spring Lake Park MN
Michelle Olek	700 Holland Lane NE	Spring Lake Park MN
Eric Julien	700 Holland Lane NE	Spring Lake Park MN
Beth Elliott	Stantec	
Chad Moren	1105 132 nd Lane NE	Blaine MN
Ashley & Kalene Haugen	467 83 rd Avenue NE	Spring Lake Park MN
C. Hanson	1075 County Hwy 10	Spring Lake Park MN
Matt Montain	Assistant Chief	

3. PLEDGE OF ALLEGIANCE

4. ADDITIONS OR CORRECTIONS TO AGENDA

5. DISCUSSION FROM THE FLOOR

Jaycee Kilbourn, 351 79th Avenue NE, expressed concern about what she described as disrespectful during the meeting. She voiced appreciation for Council Members Moran and Dircks for their efforts during the discussion. Kilbourn shared an incident involving her fiancé, an American-born citizen, who she stated was stopped by masked federal agents and asked to

provide proof of citizenship. She expressed concern about what she views as unlawful detentions and racial profiling by federal immigration authorities, noting that in her role as a notary she has encountered individuals who, she believes, were detained despite having legal status. Kilbourn urged the Council to acknowledge these issues and to make a public statement supporting community members. She concluded by stating that being talked over during the meeting felt disrespectful.

Kristi Cobbs, 8085 Jefferson Street NE and a 17-year resident of Spring Lake Park, expressed her concerns about interactions with federal agents in the community. She stated that she had been followed by federal agents on two separate occasions and reported the incidents to the Spring Lake Park Police Department. Cobbs stated she was advised to go home, lock her doors, and informed that federal agents could not harm her, which she felt did not adequately address her concerns about safety within the community.

Ms. Cobbs also shared her experience as a volunteer in local organizations and at the Woodcrest Elementary, expressing concern about the presence of federal agents near the school. She stated that many community members care deeply about their neighbors and that she is disappointed in what she perceives as a lack of acknowledgment from the City Council regarding these issues. She concluded by encouraging residents to vote in November.

Eric Julien, 700 Holland Lane, expressed support for the enforcement of federal laws and stated that he believes public safety requires consistent application of those laws. He voiced disagreement with earlier comments and with a proposed statement regarding welcoming residents of all backgrounds, noting his concern about criminal activity in the city.

Mr. Julien stated that while he is sympathetic to individuals who may have been treated inappropriately or made uncomfortable by enforcement actions, expressed his belief that federal laws must be upheld and that selective enforcement leads to problems. He noted that his family has lived in Spring Lake Park for 62 years and that he expects laws to be enforced to maintain safety for all residents.

Kaylee Ham, 467 83rd Avenue NE, shared that she and her wife have lived in Spring Lake Park for nearly two years. She stated that they were initially nervous about moving as a same-sex couple but have found their neighbors to be welcoming and supportive. Ham expressed her view that Council Member Moran's proposed statement is a simple affirmation of support for all residents and consistent with the values a community should exhibit.

Ms. Ham stated her disappointment that the proposed statement became a point of conflict among Council members and expressed concern about the tone of the discussion. She said she expected civil discourse from elected officials and felt the statement in question was neither political nor in conflict with state law. Ham concluded by expressing frustration that a basic message of community support had been politicized.

6. CONSENT AGENDA

- A. Approval of Minutes – February 17, 2026 City Council Meeting
- B. Approval of Right of Way Application – CenterPoint Energy – Multiple Locations
- C. Approval of Right of Way Application = Xcel Energy – 8001 Washington St NE
- D. Contractor’s Licenses
- E. Sign Permit

Motion made by Councilmember Wendling to approve the Consent Agenda.

Voting Aye: Councilmember Wendling, Councilmember Goodboe-Bisschoff, Councilmember Dircks, Councilmember Moran, Mayor Nelson. Motion carried.

7. DEPARTMENT REPORTS

A. Public Works Report

Director Linngren reported that the City experienced several minor snow and ice events, but crews were able to respond promptly and conditions did not require major plowing operations. He stated that tree trimming work continues, with crews finishing operations at Able Park and preparing to begin extensive tree removals at Lakeside Park ahead of Tower Days. Director Linngren stated that trees will be removed, stumps ground, and ground surfaces restored to prevent tripping hazards during the event.

Director Linngren stated that ice rinks have closed for the season. He noted that pothole repairs are ongoing using cold mix until hot mix becomes available. He stated that problem areas, which include locations near Middletown, 81st Avenue, and McDonald’s, have been addressed.

Administrator Buchholtz reported two opportunities for residents to help reforest the City. He said the Anoka County Soil and Water Conservation District is holding its annual tree sale, which offers small bare-root trees in bundles of 25 at a low cost for residents. He stated that the City will hold its own tree sale, with support from the Lions Club.

B. Code Enforcement Report

Building Official Baker thanked the Spring Lake Park Police Department for their assistance in posting a residential property as unfit for human occupancy. He stated that this home has been on the City’s radar for an extended period due to significant unsanitary conditions and an excessive interior fuel load. He stated that after the owner’s power of attorney granted access, the City attempted to give the occupants time to address the problems, but no progress was made. Building Official Baker said the property has now been formally posted, and the City continues to work closely with the power of attorney to ensure it remains secured and is brought back into compliance

Building Official Baker noted ongoing work to organize and stay current on CUPs, SUPs, and IUPs to ensure commercial properties remain compliant with their approved conditions. He provided updates on construction projects as well. He said Melt and Dip has resumed progress, with inspections taking place at 7777 Highway 65. He noted that the new laundromat also underwent two final inspections and is expected to open around April, depending on final cleaning and preparation.

Building Official Baker reported that 8406 Sunset—the former Rise building, now home to Optimized Physical Therapy and Elite Sport Performance—has submitted its application to move forward with construction of its volleyball and basketball facilities.

8. ORDINANCES AND/OR RESOLUTIONS

A. Resolution 2026-07, Adopting the 2025 Anoka County Mitigation Plan

Assistant Chief Montain reported that Anoka County has completed its updated Hazard Mitigation Plan, which is required to be reviewed and adopted every five years. He stated that the update reflects changing hazards, new community data, and a comprehensive assessment of resources and risks within the county. He said the 314-page plan was developed collaboratively with county agencies, police and fire departments, school districts, watershed districts, and other key partners. He explained that the updated plan incorporates current threat information, including natural, man-made, and technological hazards, and was supported by spatial analysis work from the University of Minnesota. Adoption of the plan ensures the county and its cities remain in federal compliance, which is necessary to qualify for federal assistance if a disaster is declared.

Assistant Chief Montain noted that major topics within the plan include all-hazard public education, emergency notification resources such as outdoor warning sirens and Everbridge, city regulations and code enforcement, and preparedness efforts for severe weather, extreme temperatures, flooding, wildfires, and other events. He emphasized the importance of ensuring the safety of residents and businesses, including coordination with schools and business inspections to support preparedness efforts. He noted that the plan serves as a broad framework for communication, coordination, and response, rather than a detailed, address-specific operational guide. The plan formalizes the strong working relationships among Spring Lake Park Police Department, SBM Fire, and the City of Spring Lake Park.

Motion made by Mayor Nelson to approve Resolution 2026-07, Adopting the 2025 Anoka County Mitigation Plan.

Voting Aye: Councilmember Wendling, Councilmember Goodboe-Bisschoff, Councilmember Dircks, Councilmember Moran, Mayor Nelson. Motion carried.

B. Resolution 2026-08 Granting Approval of an Interim Use Permit for Rec Direct to Permit Auto and Marine Sales at 1109 County Highway 10

Planner Beth Elliot presented the Planning Commission's recommendation to approve an Interim Use Permit for 1109 County Highway 10. The applicant plans to use 5,800 square feet of the existing C-2-zoned building to operate a boat and UTV showroom, with products built off-site and delivered for local pickup. She said the use is consistent with the Comprehensive Plan, and parking on-site exceeds requirements. She noted that City staff, Anoka County, and the watershed district reported no issues during review. She stated the business will have a fenced rear storage area and will apply for signage separately.

Planner Elliott stated that the applicant requested four outdoor display/storage stalls; however, the Planning Commission recommended allowing ten total stalls, with no more than six in front, to accommodate anticipated needs while maintaining screening. Ms. Elliot noted findings of fact and outlined the Council's options to approve, deny with findings, or table the request for additional information.

Mr. Chad Moren, Rec Direct, stated there will be security cameras, however the boats will be locked and the tires will be removed. He stated that all UTVs and golf carts will be stored inside the building overnight due to liability concerns. He added that the business has 24/7 remote monitoring from its Tennessee location, allowing staff to view live camera feeds and respond whenever sensors are triggered. Sergeant Kramer stated that the Police Department is available as a resource and noted that Day Shift Sergeant Karen Fisk has expertise in crime prevention. He added that, if desired, Sergeant Fisk could meet with the group, visit the property, and provide crime-prevention recommendations.

Motion made by Councilmember Wendling to approve Resolution 2026-08 Granting Approval of an Interim Use Permit for Rec Direct to Permit Auto and Marine Sales at 1109 County Highway 10.

Voting Aye: Councilmember Wendling, Councilmember Goodboe-Bisschoff, Councilmember Dircks, Councilmember Moran, Mayor Nelson. Motion carried.

C. Resolution 2026-09, Receiving Feasibility Report and Calling Hearing on Improvement – 2026 Street Improvement Project

Administrator Buchholtz reported that a feasibility report has been prepared for the proposed street improvements on Plaza Boulevard, Theorin Terrace, Center Drive, Sunset Road, and a portion of the Trunk Highway Service Drive near Oak Crest. He noted that the Council had authorized preparation of this report on November 3, 2025. Administrator Buchholtz recommended approval of the resolution accepting the feasibility report and setting an improvement hearing for April 6.

Motion made by Mayor Nelson approving Resolution 2026-09, Receiving Feasibility Report and Calling Hearing on Improvement – 2026 Street Improvement Project.

Voting Aye: Councilmember Wendling, Councilmember Goodboe-Bisschoff, Councilmember Dircks, Councilmember Moran, Mayor Nelson. Motion carried.

9. NEW BUSINESS - None

10. REPORTS

- A. Attorney Report - None
- B. Engineer Report - Accept report as submitted
- C. Administrator Report - None

11. OTHER

- A. Closed Session to Develop or Consider Offers and Counteroffers Related to the Potential Lease of City-owned Property Located at 8480-8492 Central Avenue NE Pursuant to MS 13D.05, subd. 3(c)3

Motion made by Councilmember Moran adjourn the meeting to a closed session to develop or consider offers and counteroffers related to the potential lease of city-owned property located at 8480-8492 Central Avenue NE.

Voting Aye: Councilmember Wendling, Councilmember Goodboe-Bisschoff, Councilmember Dircks, Councilmember Moran, Mayor Nelson. Motion carried.

Meeting adjourned at 7:46 PM.

Meeting reconvened at 8:17 PM.

Attorney Thames reported that the City Council held a closed session pursuant to Minnesota Statute 13D.05, subd. 3C(3) to develop or consider offers and counteroffers related to the potential lease of city-owned property located at 8466 Central Avenue NE. He stated that staff and Attorney has been provided direction.

12. ADJOURN

Motion made by Councilmember Wendling to adjourn.

Voting Aye: Councilmember Wendling, Councilmember Goodboe-Bisschoff, Councilmember Dircks, Councilmember Moran, Mayor Nelson. Motion carried.

The meeting was adjourned at 8:18 PM.

Robert Nelson, Mayor

Attest:

Daniel R. Buchholtz, Administrator, Clerk/Treasurer

OFFICIAL PROCEEDINGS

Pursuant to due call and notice thereof, the regularly scheduled meeting of the Spring Lake Park City Council Regular was held on March 16, 2026 at Spring Lake Park Community Center, 1301 81st Avenue N.E., at 7:00 PM.

1. CALL TO ORDER

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

2. ROLL CALL

MEMBERS PRESENT

Councilmember Ken Wendling
Councilmember Barbara Goodboe-Bisschoff
Councilmember Lisa Dircks
Mayor Robert Nelson

MEMBERS ABSENT

Councilmember April Moran

STAFF PRESENT

Police Chief Josh Antoine, Parks and Recreation Director Anne Scanlon, Public Works Director George Linngren, Administrator Daniel Buchholtz

3. PLEDGE OF ALLEGIANCE

4. ADDITIONS OR CORRECTIONS TO AGENDA

Administrator Buchholtz requested that Item 6K Business Licenses be added to the agenda, along with Item 9B Able Park Panel Installation.

5. DISCUSSION FROM THE FLOOR – None

6. CONSENT AGENDA

- A. Approval of Minutes – March 2, 2026 Work Session
- B. Approval of February Claims List – General Disbursement #26-03 - \$418,345.34
- C. Revenue and Expenditure Report – February 2026
- D. Statement of Fund Balance – February 2026
- E. Resolution 2026-10 – Temporary Gambling License – Spring Lake Park Lions – Tower Days
- F. Ratify City Administrator’s Acceptance of Resignation – Austin Becker
- G. Ratify City Administrator’s Acceptance of Resignation – Phillip Pouchak
- H. Authorize Patrol Officer Recruitment Process
- I. Contractor’s License
- J. Sign Permit

K. Business Licenses

Motion made by Councilmember Wendling to approve Consent Agenda.

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

7. DEPARTMENT REPORTS

A. Police Report

Police Chief Antoine reported that the Police Department responded to 665 calls for service in February 2026, compared to 633 calls in February 2025, indicating consistent call volume year over year.

Chief Antoine stated that School Resource Officer (SRO) Imig handled nine calls for service, 12 student contacts, 55 miscellaneous meetings and calls, and five follow-up investigations related to school matters. He noted that SRO Imig spent much of the month training incoming SRO Smith. He stated that SRO Smith officially assumed her duties on March 2 and is performing very well in the role.

Chief Antoine stated that Investigator Bennek managed 16 felony cases in February, along with four ongoing forfeiture investigations. He stated that Investigator Bennek conducted significant training with Detective Imig. He said the Department recently updated the title from "Investigator" to "Detective."

Chief Antoine reported a busy month of administrative and professional activities. He said that the month included attending an Emergency Management Tabletop Exercise in Coon Rapids, multiple meetings with Minnesota BCA auditors, two regional Minnesota Chiefs of Police meetings, and ongoing biweekly administrative meetings with both sergeants. He and SRO Imig also participated in the high school career fair, which provided valuable opportunities to speak with students interested in law enforcement careers. Additionally, Chief Antoine reminded residents and the City Council about the planned traffic changes on McKinley Street during Tower Days. He reported that information will be posted on the Police Department's Facebook page.

B. Parks and Recreation Report

Parks and Recreation Director Scanlon reported that February was a busy month for the Department. She said the Snow Buddy Scavenger Hunt concluded with strong community engagement, and a live announcement made on Facebook to recognize the winner, Maria Z.

Director Scanlon stated the Department is promoting the Adopt-a-Flower-Garden program, which invites residents, community groups, businesses, churches, and organizations to

assist with maintaining garden areas throughout the park system. She said the goal is to keep these spaces vibrant while easing maintenance demands on Public Works staff.

Director Scanlon stated a new skate track was piloted at Sanburnol Park, and Park and Recreation Commissioner Mark Hoard observed steady public use. He noted that the Commission is considering continuing the skate track next winter or potentially adding a second track at Able Park.

Director Scanlon said herself and Recreation Program Supervisor Claire Waddell have been collaborating with students from the Spring Lake Park High School Pathways Business Program. She said the students are assisting with marketing research to help identify the most effective ways to reach residents and promote programs—whether through traditional materials, digital channels, or other platforms.

Director Scanlon reported on the activities that were held during the month of February, such as the Sweetheart Dance and the Senior's Valentine's Day Luncheon. She reported attending the Spring Lake Park High School Pathways luncheon and learning session, which included a round-table workshop with students. She shared that the career fair was a significant success for the Parks and Recreation Department. She noted that their booth was located next to the Police Department's booth, and both experienced steady activity throughout the event.

Director Scanlon noted that the department is awaiting notification from Anoka County regarding their Community Development Block Grant application. She stated that she submitted a grant request to the Twins Community Fund to support drainage improvements at Terrace Park.

8. ORDINANCES AN/OR RESOLUTIONS - None

9. NEW BUSINESS

A. Public Works Maintenance Worker Vacancy

Public Works Director Linngren requested authorization to fill a vacancy within the Public Works Department. He reported that one employee resigned unexpectedly, leaving the Department short two full-time staff members. He noted with snow events and spring workload demands approaching, additional full-time support is necessary beyond the seasonal staff. Director Linngren noted that the Department identified an excellent candidate while reviewing seasonal applicants. He stated that he is recommending Grant Antoine be promoted to the position. Director Linngren described Antoine as a strong fit for the position with the potential for long-term growth within the Department.

Motion made by Mayor Nelson to approve a conditional job offer to Grant Antoine upon a successful completion of his Pre-Employment Drug Test.

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

B. Approval for Acoustic Panel Installation at Able Park Building

Director Scanlon stated she is seeking City Council's approval for the installation of acoustical tiles in the Able Park Building. She explained that the building's vaulted ceiling creates significant noise issues, leading to ongoing complaints from renters, program groups, and child-care participants. She noted that due to the building's design, including its fire suppression system, options such as drop ceilings or hanging sound banners are not feasible.

Director Scanlon said after researching solutions, the Department received the most favorable proposal from Acoustics Associates, with a bid of \$16,990. She noted that the plan involves mounting acoustical panels flush to the vaulted ceiling, placed every third row between the truss space.

Motion made by Councilmember Wendling to approve the request to purchase Acoustic Panels for Installation at Able Park Building.

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

10. REPORTS

A. Attorney's Report - None

A. Engineer's Report - Report accepted as presented.

B. Administrator Report

Administrator Buchholtz reported that the City received an inquiry from Congresswoman Omar's office regarding potential submissions for additional Congressional Directed Spending requests. He said the City submitted two applications: approximately \$1.5 million for the water tower rehabilitation project and \$1 million for improvements at Terrace Park. He noted that both applications were supported by letters from the City's state legislators.

Administrator Buchholtz reported that, due to delays in the distribution of federal funding, the City has not yet received notification from Anoka County regarding its Community Development Block Grant request for the Terrace Park building.

11. OTHER

- A. Closed Session to Develop to Consider Offers and Counteroffers Related to the Potential Lease of City-owned Property Located at 8480-8492 Central Avenue NE Pursuant to MS 13D.05, subd. 3(c)3

Motion made by Councilmember Goodboe-Bisschoff to adjourn the meeting to a closed session to develop or consider offers and counteroffers related to the potential lease of city-owned property located at 8480-8492 Central Avenue NE.

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

Meeting adjourned at 7:33 PM

Meeting reconvened at 8:02 PM

Administrator Buchholtz reported that the City Council entered a closed session to develop or consider offers and counteroffers related to the potential lease of City-owned property located at 8480–8492 Central Avenue, pursuant to Minnesota Statute 13D.05, subdivision 3(c). The Council discussed the matter and provided direction to staff.

12. ADJOURN

Motion made by Councilmember Wendling to adjourn.

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

The meeting was adjourned at 8:03 PM

Robert Nelson, Mayor

Attest:

Daniel R. Buchholtz, Administrator, Clerk/Treasurer



**MAYOR'S PROCLAMATION
COMMEMORATING THE 80TH ANNIVERSARY OF
KRAUS HARTIG VFW POST 6587
APRIL 2026**

WHEREAS, Kraus Hartig VFW Post 6587 was chartered on April 4, 1946; and

WHEREAS, the post was named after P.F.C. Richard Kraus, who was posthumously awarded the Congressional Medal of Honor after falling upon a Japanese grenade to save his fellow comrades on October 3, 1944, and Lt. Fred Hartig, Jr., who was posthumously awarded the Meritorious Air Medal and Purple Heart after engaging the enemy over the English Channel on January 24, 1944; and

WHEREAS, Kraus Hartig VFW has served veterans and the broader community since its founding by supporting and advocating for veterans upon their return from service; providing meeting space to nonprofit organizations; sponsoring youth activities and community programs; supporting public safety efforts; and contributing to numerous local initiatives; and

WHEREAS, Kraus Hartig VFW is a valued partner with the City of Spring Lake Park, co-sponsoring community events including Tower Days and the Senior Valentine's Day Luncheon; providing space for Recreation Department programs; and supporting public safety initiatives; and

WHEREAS April 2026 marks the 80th anniversary of the founding of Kraus Hartig VFW Post 6587, and it is fitting to recognize the organization for eight decades of dedicated service to veterans and the community.

NOW, THEREFORE, I, Robert Nelson, Mayor of the City of Spring Lake Park, do hereby proclaim July 6, 2021 as

KRAUS HARTIG VFW 80TH ANNIVERSARY MONTH

in the City of Spring Lake Park and do hereby thank the members of Kraus Hartig VFW Post 6587 for their continued service to our country and our community.

Dated this 4th day of April, 2026.

Robert Nelson, Mayor

ATTEST:

Daniel R. Buchholtz, City Administrator



MAYOR'S PROCLAMATION

VOLUNTEER MONTH APRIL 2026

WHEREAS, volunteers are the lifeblood of a strong and vibrant community, generously giving their time, talents, and energy to improve the quality of life for others; and

WHEREAS, National Volunteer Month is celebrated each April to recognize and honor the invaluable contributions volunteers make in communities across the country; and

WHEREAS, volunteers in the City of Spring Lake Park serve in a variety of roles—supporting youth programs, assisting at community events, serving on boards and commissions, helping maintain our parks and public spaces, and lending a hand wherever needed; and

WHEREAS, the spirit of volunteerism enriches the lives of both those who serve and those who are served, building stronger neighborhoods and fostering a sense of belonging and civic pride; and

WHEREAS, the City of Spring Lake Park proudly acknowledges the selfless efforts of all our volunteers, whose commitment and compassion help make our city a better place to live, work, and play.

NOW, THEREFORE, I, Robert Nelson, Mayor of the City of Spring Lake Park, do hereby declare April 2026 as

VOLUNTEER MONTH

in the city of Spring Lake Park and urge all residents to recognize and celebrate the contributions of volunteers and consider giving their own time in service to others and to our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Spring Lake Park to be affixed this 6th day of April, 2026

Robert Nelson, Mayor

ATTEST:

Daniel R. Buchholtz, Administrator



Public Right of Way Application

Applicant Information:

Name of Company: Xcel Energy

Address: 825 Rice St

City/State/ZIP: St. Paul MN 55117

Phone Number: (816) 208-9143

Fax Number: _____

Email Address: rachel.lyon@xcelenergy.com

Representatives Name: Rachel Lyon

Project Information:

Project Name: 115439195

Project Address/Location: 8350 Fillemore Se NE

City/State/ZIP: Minneapolis MN 55432

Parcel Number(s): _____

Description of Work and restoration plan: (Attach additional pages if necessary)

Replacing a deteriorated power pole and equipment

Duration of the Right of Way:

Start Date: 2/25/26

End Date: 5/25/26

The City of Spring Lake Park reserves the right to modify the schedule as necessary in the issuance of the permit. Therefore, the dates stated on this application may not necessarily match actual approved dates.

Attachments Required:

Site Plan/Map

Project Drawings

Traffic Control Plan

Proof of Insurance (copy of policy)

Property Deed or Owner Authorization

Environmental Impact Assessment (if applicable)

Other: _____

Applicant's Certification:

I, the undersigned, certify that I am the owner or authorized agent of the owner, and that the information provided in this application is true and accurate to the best of my knowledge. I agree to comply with all applicable laws and regulations related to the requested right of way.

In lieu of an escrow fee, we will bill the project owner for actual restoration fees if needed.

Signature: Rachel Lyon

Date: 2/19/26

For Office Use Only:

Application Number: _____ Date Received: 3/6/26

Reviewed By: _____ Approval Status: Approved Denied

Conditions of Approval/Reasons for Denial: _____

Signature of Reviewing Officer: [Signature]

Date: 3/6/26

Right of Way Permit - \$150.00

- Excavation Hole - \$150.00
- Emergency Hole - \$75.00
- Trench - \$70/100'
- Obstruction Fee - \$150.00
- Overhead Obstruction - \$150.00
- Boring Holes - \$50.00 per hole
- Other: _____

Instructions for Submission:

Complete the application form in its entirety.

Attach all required documents and plans.

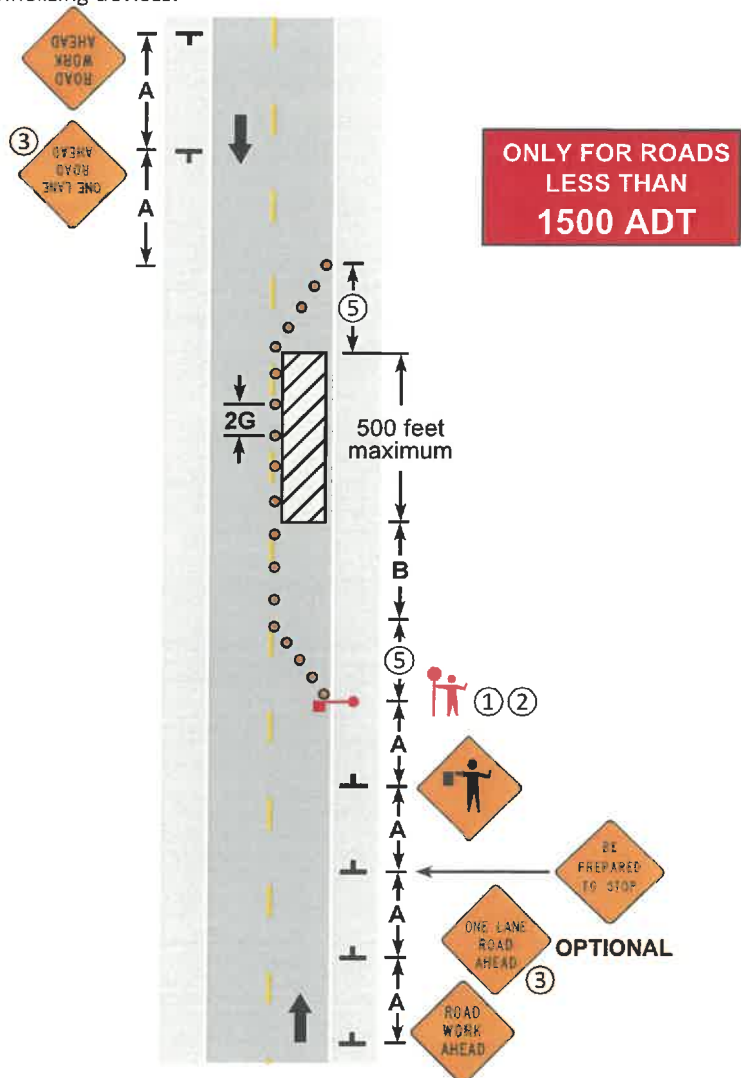
Submit the application to info@slpmn.org or wbrown@slpmn.org.

Please verify specific requirements and guidelines with the appropriate agency before submission, as these can vary by location and project type.

APPLICANT MUST CONTACT THE SPRING LAKE PARK PUBLIC WORKS DIRECTOR AT 763-792-7227 48 HOURS PRIOR TO COMMENCING WORK.

NOTES:

- ① The approach sight distance to the flagger shall be at least the Decision Sight Distance (**D**).
- ② If the flagger's ability to see oncoming motorists beyond the work space is less than the Decision Sight Distance (**D**), two flaggers shall be used - See [Layout 16](#).
- ③ The ONE LANE ROAD AHEAD sign may be omitted when the posted speed limit is 40 mph or less.
- 4. If the work space must be left unattended at night use [Layout 14](#).
- ⑤ The two-way taper should be 50 feet in length and using 5 equally spaced channelizing devices.



**ONLY FOR ROADS
LESS THAN
1500 ADT**

**LANE CLOSURE, ONE FLAGGER
TWO-LANE, TWO-WAY ROAD**

3 DAYS or LESS

LAYOUT 15

6K-15



City of Spring Lake Park
1301 81st Avenue NE
Spring Lake Park, MN 55432
763-784-6491

Contractor's Licenses April 6, 2026

2025-2026 Contractor Licenses

Mechanical Contractor

Residential Heating and AC

Plumbing Contractor

Admiral Radon & Mechanical

Baxter Mechanical, Inc.

2026-2027 Contractors

Blacktopping Contractor

Duramax Asphalt, LLC.

Concrete Contractor

Duramax Asphalt, LLC.

Excavating Contractor

Bonfe's Plumbing, Heating & Air Service, Inc.

TAK Broadband, LLC.

General Contractor

Dering Pierson Group



City of Spring Lake Park
1301 81st Avenue NE
Spring Lake Park, MN 55432
763-784-6491

Contractor's Licenses April 6, 2026

General Contractor Cont'd.

Metro Home Insulation, LLC.

Next Day Fences

Mechanical Contractor

Apex Mechanical, Inc.

API HVAC Services dba Metropolitan Contractors

B & D Plumbing, Heating & AC

Blue Ox Heating and Air, LLC.

Bonfe's Plumbing, Heating & Air Service, Inc.

Dean's Professional Plumbing dba Dean's Home Services

Gartner Refrigeration, Inc.

Hearth & Home Technologies, llc. dba Fireside Hearth and Home

Hoffman Refrigeration & Heating

Hurlburt Holdings, Inc.

Joel Smith Heating & Air Conditioning

Master Mechanical, Inc.

Master Mobile Home Service, Inc.

McDowall Company

Metro Heating & Cooling

Minnesota Petroleum Service, Inc.

Modern Heating & Air

Professional Mechanical Services, LLC.

Sabre Plumbing, Heating & AC

Total Comfort

Plumbing Contractor

Admiral Radon & Mechanical

API HVAC Services dba Metropolitan Contractors

B & D Plumbing, Heating & AC

Bonfe's Plumbing, Heating & Air Service, Inc.

Dean's Professional Plumbing dba Dean's Home Services

Hearth & Home Technologies, llc. dba Fireside Hearth and Home

Hurlburt Holdings, Inc.

Master Mechanical, Inc.

Modern Heating & Air

Paul Bunyan Plumbing



City of Spring Lake Park
1301 81st Avenue NE
Spring Lake Park, MN 55432
763-784-6491

Contractor's Licenses April 6, 2026

Plumbing Contractor Cont'd.

Professional Mechanical Services, LLC.

Sabre Plumbing, Heating & AC

Total Comfort

Roofing Contractor

JNT Construction, LLC.

Sewer & Water Contractor

Bonfe's Plumbing, Heating & Air Service, Inc.

Sign Contractor

Indigo Signworks, Inc.

Tree Contractor

A to Z Tree Care, LLC.

Bratt Tree Company

Central MN Tree Service

Fran's Tree Service, LLC.

Joey D's Tree Service, LLC.

Minnesota Tree Experts

Pioneer Tree Service

Sav A Tree, LLC.

Steve's Quality Tree Service

The Davey Tree Expert Company

The Vineland Group, Inc.

TLG Tree Services, LLC.



Memorandum

To: Mayor Nelson and Members of the City Council
Cc: Dan Buchholtz
From: George Linngren, Public Works Director
Date: April 2, 2026

Subject: March Public Works Report

The following is a summary of Public Works activities for the month of March:

- Snow operations were relatively light this month. We did have one significant snow event, which the crew handled exceptionally well despite being short three staff members. Their extra effort is greatly appreciated.
- Staff completed the second-quarter water meter reads, allowing Breanna to issue utility billing by month-end.
- The 2025 Consumer Confidence Report has been completed and is posted on the City's website under the Utilities page. It will also be included in the summer newsletter. Paper copies are available upon request.
- I attended the three-day Minnesota PCA conference in St. Cloud, hosted by the Minnesota Rural Water Association. This provided an opportunity to meet with vendors and obtain required CEU hours.
- Tree trimming work continued, and we have moved operations to Lakeside Park. Our tree contractor is assisting with removal of larger trees using a crane and bucket truck, as they exceed our height capabilities.
- Brett DeBoer and I attended the Minnesota Shade Tree Short Course to obtain additional CEU credits and hear presentations on tree care best practices.
- Street sweeping has begun in preparation for patching within this year's seal coat project area, as well as the first round of street cleanup for CCWD. The seal coat area includes 81st Avenue north to Maple Street, between Able Street and Monroe Street, along with portions of the Highway 10 frontage road and Cottagewood Terrace.
- We welcomed our new employee, Grant Antoine, whose first day was March 30.

- Most seasonal positions have now been filled through a combination of returning and new staff. With the volume of work ahead, having these positions in place will be very beneficial.

Meetings and Administrative Activities:

1. Attended two City Council meetings and one workshop.
2. Attended the monthly CCWD meeting.
3. Attended the City safety meeting.
4. Participated in the open house for the mill-and-overlay street project.
5. Attended a project meeting with the City of Mounds View and Ramsey County regarding the County Highway 10 and Spring Lake Park Road project scheduled for 2027.

This concludes my report for the month of March. I am available to answer any questions you may have.

Thank you.



City of Spring lake Park
Code Enforcement Division
1301 Eighty First Avenue Northeast
Spring Lake Park, Minnesota 55432
(763) 784-6491 Fax: (763) 792-7257

REPORT

TO: Spring Lake Park City Council
FROM: Jeff Baker, Code Enforcement Director/Building Official
RE: Code Enforcement Monthly Report for March 2026
DATE: April 1, 2026

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 March, a total of 37 permits were issued, compared to 44 permits issued in March 2025. The breakdown of permits issued is as follows:

- Building: 12
- Fire Suppression & Alarm: 0
- Mechanical: 8
- Plumbing: 3
- Electrical: 8
- Zoning: 2

Code Enforcement conducted a total of 120 inspections during the month of March, consisting of:

- Building: 53
- Rental: 21
- Zoning: 1
- Nuisance: 35
- Electrical: 10

Additionally, two administrative citations were issued for non-compliance.

I was on vacation the week of March 9th. A big thank you to Building Official Nick Henly with the City of Mounds View for covering any Inspection that came up that week.

Permit Technician Pearson and I attended a free webinar through BS&A that focused on advanced Community Development module training. The session provided additional tools and techniques that will help us improve efficiency and create a smoother, more positive experience for residents and contractors working within the City.

Housing inspections are progressing well. Inspector Wirtz has completed inspections at three of our larger apartment buildings, and multiple single-family housing inspections are being conducted each week.

Nuisance complaints continue to come in at a steady pace. Residents are reminded that nuisance inspections are conducted on a **reactive basis rather than proactively**. If you have concerns such as vehicles parked on grass, junk or debris in a yard, dismantled vehicles, or vehicles without license plates or with expired registration, please contact City Hall or email info@springlakeparkmn.gov.

Construction Update:

7777 Hwy 65 – MN Melt N Dip has been issued their Certificate of Occupancy. They are still waiting for the Anoka County Health Department's final approval.

8181 University Ave – Aqua Coin Laundromat has been issued their Certificate of Occupancy.

8406 Sunset Rd – Optimize Physical Therapy & Elite Sport Performance. No inspections done as of yet.

In March of 2026, I also attended the following appointments:

- City Council meeting on March 2nd.
- Department head meeting March 3rd.
- Planning Commission meeting March 23rd.

This concludes the Code Enforcement monthly report for March 2026. If anyone has any questions or concerns regarding my report, I would be happy to answer them at this time.

City of Spring Lake Park

2026 Street Improvements Project
Public Improvement Hearing

April 6, 2026



Project Location

Plaza Boulevard, Theorin Terrace, Center Drive, Sunset Road, and a portion of TH 10 Service Drive.



Existing Conditions — Cracks and bituminous flaking

3



- Cracking.
- Bituminous surface failing.
- Ongoing patching required.
- Existing concrete curbing is generally acceptable – spot repairs will be made.
- Existing sanitary sewer and water main is in acceptable condition.
- Some storm sewer structure improvements will be necessary.

Feasibility Report

4

- The proposed project is a continuation of the City's Pavement Management Policy that began in the 1990's (Resolution 98-48).
- Project area includes:
 - Plaza Boulevard,
 - Theorin Terrace,
 - Center Drive,
 - Sunset Road, and
 - A portion of the TH 10 Service Drive.
- Streets last paved in 1997 or 2001.
- Feasibility Report
 - ▣ Proposed Improvements
 - ▣ Opinion of Probable Construction Costs
 - ▣ Assessment Information
 - ▣ Schedule
 - ▣ Preliminary Assessment Roll



Public Hearing 04/06/2026

Project Components

5

- Street Improvements -
 - ▣ Remove and replace some segments of concrete curb.
 - ▣ Mill off top 2-inches of existing bituminous.
 - ▣ Patch areas of distress after milling.
 - ▣ Place new bituminous surface.
- Storm Sewer Improvements -
 - ▣ Replace structure castings, frames & concrete adjustment rings on catch basins where needed.
- Sanitary Sewer and Water Main Improvements -
 - ▣ No sanitary sewer or water main work is proposed.



Estimated Project Costs & Funding

6

- Estimated Total Project Cost -
 - ▣ \$ 577,200

- Approximate Funding Sources -
 - ▣ SLP Street and Utility Funds: \$75,608
 - ▣ SLP Assessments: \$501,592

Assessments - CITY ASSESSMENT POLICY AND PRACTICE

7

CITY ASSESSMENT POLICY AND PRACTICE

The City Council adopted Resolution 98-48 on November 16, 1998 establishing a Pavement Management Policy. The City adopted an addendum to the policy in January 1999 to clarify construction issues. Resolution 98-48 established assessment policy to be applied to street improvement projects. This policy provides that commercial, industrial, school, and church properties shall pay 100 percent of the actual cost based on the front footage of the property adjacent to the streets being improved. For purposes of this report, public lands are treated in a manner identical to school and church. This includes City-owned properties.

In residential areas, the policy says that costs will be split, with approximately 45% being assigned to the residential properties, and approximately 55% being funded by the City. The assignment of costs to residential properties will be made based on the total number of equivalent units involved in the project. For this method, a single-family lot is assigned a value of one unit. Multiple housing lots (if any) are counted as proportions of equivalent single-family lots. Duplex units are counted at a rate of 0.8 single-family lots per unit, town homes are counted at a rate of 0.6 single-family lots per unit, and apartments are counted as 0.4 single-family lots per unit. No differentiation will be made between attached and detached town home units.

In accordance with the Pavement Management Policy, all costs of public utility improvements incurred on this project, including sanitary sewer, water main, and storm sewer, will be completely funded by the City, with no portion assessed.

Residential lots are only to be assessed for one street improvement project. Therefore, corner lots that have been assessed for a previous street improvement project are not assessed twice.

Estimated Assessments

City assessment practice calls for assessing 45% of assessable project costs to adjacent residential properties. For commercial, industrial, and institutional properties, city practice calls for assessing 100% of the assessable costs.

Sanitary sewer, water main, and storm sewer costs are not considered assessable costs.

Proposed Assessment Rates:

2026 Street Improvements Project

Single Family Unit Rate	\$2,456.25 per parcel
Per Front Foot Rate	\$ 59.57 per front foot

Estimated Total Assessments:

2026 Street Improvements Project

2026 Street Project	
Assessments	<u>\$501,592.15</u>
Total Estimated Assessments	\$501,592.15

Project Schedule – Spring Lake Park 2026 Street Improvements

Authorize Feasibility Report Preparation	November 11, 2025
Order Public Improvement Hearing	March 2, 2026
Public Improvement Hearing	April 6, 2026
Approve Construction Plans / Authorize Bidding	April 20, 2026
Receive Bids	May 2026
Public Assessment Hearing	June 15, 2026
Council Award Construction Bids	June 15, 2026
Begin Construction	July 2026

Conclusion - Questions from residents, then close hearing.

10

Questions?

Please come to podium.



**City of Spring Lake Park
Feasibility Report**

2026 Street Improvements Project

Plaza Boulevard, Theorin Terrace, Center Drive,
Sunset Drive, and part of the TH 10 Service Drive

Public Hearing 04/06/2026

CITY OF SPRING LAKE PARK

RESOLUTION NO. 2026-17

A RESOLUTION ORDERING IMPROVEMENT AND PREPARATION OF PLANS

WHEREAS, Resolution 2026-09, adopted on March 2, 2026, fixed a date for a council hearing on the 2026 Street Improvement Project, consisting of improvements to Plaza Boulevard from the right-of-way line at 85th Avenue to its southern terminus approximately 250 feet south of the centerline of Theorin Terrace; Theorin Terrace from the centerline of Plaza Boulevard to the centerline of Center Drive; Center Drive from the right-of-way line at 85th Avenue to the centerline of the Trunk Highway 10 Service Drive; Sunset Road from the right-of-way line at 85th Avenue to the centerline of the Trunk Highway 10 Service Drive; and the Trunk Highway 10 Service Drive from the right-of-way line at Anoka County Highway 10 west approximately 570 feet by rehabilitating said streets, along with any needed sanitary sewer, storm sewer, water system and sidewalk repairs discovered during the project; and

WHEREAS, ten days' mailed notice and two weeks' published notice of the hearing was given, and the hearing was held thereon on the 6th day of April, 2026, at which all persons desiring to be heard were given an opportunity to be heard thereon.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Spring Lake Park, Minnesota:

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.
2. Such improvement is hereby ordered as proposed in Resolution 2026-09, adopted on March 2, 2026.
3. The Planning Commission, on March 23, 2026, reviewed the proposed capital improvement and reported in writing to the Council its findings as to compliance of the proposed improvement with the City's 2040 Comprehensive Plan.
4. Stantec is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement.
5. The City Council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of tax exempt bonds, should such bonds be issued.

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 6th day of April, 2026.

APPROVED BY:

Robert Nelson, Mayor

ATTEST:

Daniel R. Buchholtz, City Administrator



City of Spring Lake Park Feasibility Report

2026 Street Improvements Project

Plaza Boulevard, Theorin Terrace, Center Drive,
Sunset Drive, and part of the TH 10 Service Drive

March 2026
Stantec Project No. 193807587



Stantec Consulting Services Inc.
733 Marquette Avenue, Suite 1000
Minneapolis MN 55402
Tel: (612) 712-2000

March 2, 2026

Honorable Mayor and City Council
City of Spring Lake Park
1301 81st Avenue NE
Spring Lake Park, MN 55432-2116

Re: Feasibility Report
2026 Street Improvements Project - Plaza Boulevard, Theorin Terrace, Center Drive,
Sunset Drive, and part of the TH 10 Service Drive
Stantec Project No.: 193807587

Dear Mayor and Council:

A Feasibility Report has been prepared for providing street improvements on Plaza Boulevard, Theorin Terrace, Center Drive, Sunset Road, and a portion of the TH 10 Service Drive. The report was authorized by the City Council on November 3, 2025 (Resolution 2025-38).

The Report includes a discussion of the existing condition of the streets, as well as a description of the improvements recommended for inclusion in this project. The improvements primarily include street rehabilitation (mill and overlay) and select repairs to the existing concrete curb and gutter.

A planning-level cost estimate for the recommended improvements is also included in the Report, along with a possible method of cost allocation for division of costs between the City and properties that will benefit from the improvements.

We would be pleased to meet with the City Council and Staff at any mutually convenient time to discuss the findings of this Report.

Sincerely,
STANTEC

Phil Gravel, City Engineer

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

Phil Gravel, PE

Date: March 2, 2026 Registration No. 19864

Table of Contents

Letter of Transmittal	2
Table of Contents	3
Executive Summary	4
Introduction and Existing Roadway Conditions.....	4
Roadway Design Considerations	5
Storm Sewer	6
Water Main	6
Sanitary Sewer	6
Permits	6
Project Schedule	6
Opinion of Probable Project Costs	7
Cost Allocation and Assessments.....	7
Conclusions and Recommendations	9

- Figure 1 – Project Location – Area To Be Assessed
- Appendix A – Opinion of Probable Project Costs
- Appendix B – Preliminary Assessment Roll

Executive Summary

Since the late 1990's, the City of Spring Lake Park has undertaken a comprehensive city-wide street maintenance program. Street Improvement Projects have occurred regularly since that time. Recent projects were completed in 2014-2015, 2022, 2024, and 2025. This report presents information for completing improvements on the following:

- Plaza Boulevard (from 85th Ave to south end),
- Theorin Terrace (between Plaza Blvd. and Center Drive),
- Center Drive (from 85th Ave. to TH 10 Service Drive),
- Sunset Road (from 85th Ave. to TH 10 Service Drive), and
- The TH 10 Service Drive (from the Co. Rd. 10 traffic signal to west driveway for Oak Crest).

The proposed improvements presented herein are similar to recent street improvement projects.

The estimated total project cost is \$577,200. The estimated amount to be assessed is \$501,592.15. The net estimated City of Spring Lake Park share of the project \$75,607.85 (total project cost less proposed assessments).

The proposed assessment rates presented herein are consistent with the city's assessment practice. The proposed assessment rates are similar to rates from previous projects when adjusted for inflation. If the Council wishes to proceed with the project, the next steps include preparation of a detailed financial analysis, sharing information with the public, and final preparation of plans and specifications.

Introduction and Existing Roadway Conditions

The City Council authorized preparation of a Feasibility Report to complete a street improvements project on the streets in the project area on November 11, 2025.

The streets in the project areas are urban, bituminous roadways with concrete curb and gutter. Most of the streets are 32-feet wide (face of curb to face of curb). Plaza Boulevard is 35-feet wide (face of curb to face of curb).

Plaza Boulevard, Theorin Place, Center Drive, and Sunset Drive were last paved in 1997. The TH-10 Service Drive was last paved in 2001.

Existing street information is presented below.

Plaza Boulevard And Theorin Place:

Street Width	35-feet (Plaza) and 32-feet (Theorin) face of curb to face of curb
Bituminous Wear	1.5-inches (from 1997)
Bituminous Base	2.0-inches (from 1997)
Aggregate Base	6.0-inches depth of reclaimed material from 1997
Number of Driving Lanes	2 (one in each direction)
Sidewalk	None

Center Drive and Sunset Road:

Street Width	32-feet (face of curb to face of curb)
Bituminous Wear	1.5-inches (from 1997)
Bituminous Base	2.0-inches (from 1997)
Aggregate Base	6.0-inches depth of reclaimed material from 1997
Number of Driving Lanes	2 (one in each direction)
Sidewalk	None.

TH-10 Service Drive (traffic signal to Oak Crest west driveway):

Street Width	Variable tapering to 32-feet (face of curb to face of curb)
Bituminous Wear	1.57-inches (from 2001)
Bituminous Base	1.57 inches (from 2001)
Aggregate Base (CI5)	5.90 inches (from 2001)
Number of Driving Lanes	2 (one in each direction)
Sidewalk	None.

The existing curb and gutter on all roads within the project area is generally in fair condition. Minor cracks and settlements exist in some spot locations.

In place storm sewer catch basin structures in the project area need repair or replacement. The Public Works Supt. will determine which structures require repairs or replacement.

Geotechnical Investigation

Because the project is limited to surface replacement work, no geotechnical investigation or environmental sampling has been completed.

Roadway Design Considerations

STREET SECTION

According to available record documents, the existing street sections in the project area are generally 3.5-inches of bituminous over +/- 6-inches of reclaimed aggregate material and/or Class 5 aggregate.

Upon review as part of the process of preparing this report, the surface condition of the streets in the project area was reviewed. It was determined that pavement maintenance is necessary to maintain the integrity of the street base.

The proposed construction will include removing the top layer of bituminous by milling. The mill thickness will be 2-inches deep maximum. After milling, patching of any areas of distress will occur. Finally, the road will be resurfaced by placing a new 2-inch thick bituminous surface.

CONCRETE CURB AND GUTTER

The streets included in this project have existing B618 (high back) concrete curb and gutter. Based on a field review and discussions with the Public Works Director, the majority of the curb appears to be in satisfactory condition. The City has indicated that they prefer to save the curb and gutter if possible. Therefore, it is proposed to limit the replacement of curb and gutter to spot areas. Proposed curb replacement segments include those sections currently showing damage or deterioration and at those locations where storm sewer repairs and pedestrian ramp replacements are proposed.

SIDEWALK

Currently there is no existing sidewalk within the project area. No new sidewalk is proposed as part of this street maintenance project. However, it is proposed to add pavement markings on Sunset Road in order to mark the street edges to provide areas for possible pedestrian walking.

Storm Sewer

No storm sewer pipe work is proposed. The existing storm sewer structures will be inspected by the Public Works Director to determine pipe conditions and identify necessary repairs. The existing storm sewer catch basins in the project area will all be maintained by resetting the existing frame and casting.

Water Main

No water main work is proposed. The existing water distribution system in the project area is deemed to be in an acceptable condition based on the history of past repairs in the project area and discussions with the Public Works Director. No improvements or extensions will be made to the water distribution system as part of this project. Work on the system will be limited to adjustment of valve boxes or hydrants as part of the street improvements.

Sanitary Sewer

No sanitary sewer work is proposed. Sanitary sewer mains exist along the length of the streets in the project area. The existing sewer mains have all been lined as part of past sewer lining projects. No extensions or upgrades to the sanitary sewer system are proposed as part of this project.

Permits

To construct the proposed improvements discussed herein, it is anticipated the following permits will need to be obtained prior to the start of construction:

- Minnesota Pollution Control Agency: A NPDES General Storm Water Permit for Construction Activities will be required from the Minnesota Pollution Control Agency.
- Coon Creek Watershed District (CCWD):
Per the current CCWD rules (Effective 01/01/2023), an erosion and sediment control plan will be required, but a Rule 3 (Stormwater Management) permit should not be required because the method of construction proposed (milling and patching) does not meet the CCWD definition of Full Reconstruction.

CCWD Rule 3 - Stormwater Management

- **Fully Reconstructed Impervious Surface.** An area where impervious surface is removed down to the underlying native soil, and the underlying native soil (as distinguished from roadway subbase material) is disturbed. The following are among those actions that do not constitute impervious surface reconstruction: structure renovation; impervious surface mill, reclamation and overlay; paving of an existing gravel road that will remain rural-section road; hard surface removal and replacement associated with an isolated maintenance activity (as opposed to broader-scale replacement) such as repair of a catch basin or pipe section or replacement at the same hydraulic capacity; and pedestrian ramp installation.

Project Schedule

The following schedule outlines the major project tasks necessary to complete the project.

Authorize Feasibility Report	November 11, 2025
Accept Report and Call for Improvement Hearing	March 2, 2026
Public Improvement Hearing	April 6, 2026
Authorize Preparation of Plans and Specifications	April 6, 2026
City Council Approve Plans and Specifications	April 20, 2026
Open Bids	May 2026
Declare Costs and Order Final Assessment Roll	May 18, 2026

Receive Assessment Roll & Order Assessment Hearing	June 1, 2026
Public Assessment Hearing	June 15, 2026
Award Contract (Award Bid)	June 15, 2026
Begin Construction	July 2026

Opinion of Probable Project Costs

An opinion of Probable Project Costs has been prepared for the proposed improvements based on current information, including an allowance for engineering, administrative fees, and financing. Costs are not included for capitalized interest that will accrue. It is understood that a separate financing analysis of the project will be prepared when funding and financing decisions are made.

A detailed list of the estimated improvement costs is included in an attachment to this report. The total estimated project cost is \$577,200.

Cost Allocation and Assessments

The costs for the improvements will be recovered through a combination of assessments to the properties benefiting from this project and City funding. The total estimated project cost is \$577,200.

CITY ASSESSMENT POLICY AND PRACTICE

The City Council adopted Resolution 98-48 on November 16, 1998 establishing a Pavement Management Policy. The City adopted an addendum to the policy in January 1999 to clarify construction issues. Resolution 98-48 established assessment policy to be applied to street improvement projects.

The policy provides that commercial, industrial, school, and church properties shall pay 100 percent of the actual cost based on the front footage of the property adjacent to the streets being improved. On previous city improvement projects, public land (city property) is treated the same as school and church properties.

For residential properties, the policy says that costs will be split, with approximately 45% being assigned to the residential properties, and approximately 55% being funded by the City. The assignment of costs to residential properties will be made on a per single family residential equivalent unit basis. For this method, a single-family lot is assigned a value of one unit. Per the policy, single family corner lots are to be assessed for improvements on the street in front (shorter length side), and not on the side street (longer length side). There is one corner lot within the 2026 Project (Sunset Td. And 85thg Ave.). This corner lot has the short side facing Sunset Drive and therefore is proposed to be assessed under this project.

Multiple housing lots are counted as proportions of equivalent single-family lots. Duplex units are counted at a rate of 0.8 single-family lots per unit, town homes are counted at a rate of 0.6 single-family lots per unit, and apartments are counted as 0.4 single-family lots per unit. No differentiation is made between attached and detached town home units.

In accordance with recent city practice, costs of public utility improvements incurred on a project (sanitary sewer, water main, and storm sewer piping), will be completely funded by the City, with no portion assessed.

ASSESSMENT RATE ASSUMPTIONS FOR THIS PROJECT

The 2026 Street Improvement work proposed does not include any oversizing beyond that of a typical city residential street. The proposed assessments herein do not include any reduction for oversizing.

There are no sidewalk repair or pedestrian curb ramp replacements proposed. If there were, the costs would not be included in the assessable costs.

ASSESSMENT RATE CALCULATIONS

To determine the proposed assessment rates for this project, a cost estimate was determined for the proposed pavement preservation (mill and overlay). A copy of Opinion of Probable Construction Costs is attached to this report. The assessable project costs amount was used as the assessable project cost for determining assessments.

For residential properties, the City assessment practice calls for assessing 45% of the assessable project cost on a per parcel basis.

For non-residential properties, the City Assessment call for assessing on a front foot basis. The front footage assessment rate is based on 100% of the assessable project costs. The total front footage lengths were determined from Anoka County mapping.

PROPOSED ASSESSMENT RATES

Based on the assumptions and methodology presented above, the resulting estimated assessment rates for a standard residential street are shown below. An analysis of financing and funding options should be prepared based on the information contained herein.

Proposed Assessment Rates:
2026 Street Improvements Project

Single Family Unit Rate	\$2,456.25 per parcel
Per Front Foot Rate	\$ 59.57 per front foot

Estimated Total Assessments:
2025 Street Improvements Project

2026 Street Project Assessments	<u>\$501,592.15</u>
Total Estimated Assessments	\$501,592.15

Assessment Rate Comparison
Past Projects in Spring Lake Park

<u>Project</u>	<u>Unit Rate</u>	<u>Frontage Rate</u>
2025 Street Improvements Project	\$1,800.04	\$56.30
2024 Street Improvements Project	\$2,291.28	\$67.89
2022 Street Improvements Project	\$2,726.00	N / A
2014-2015 Street Imp. Project	\$3,079.55	\$68.22
Able Street/Terrace Road (actual 2011 rates)	\$2,992.93	\$67.92
CSAH 10 Frontage Roads (inflated from 2007)	N / A	\$72.08
81 st Avenue (inflated from 2005)	\$3,119.39	\$71.55
2004 Street Improvement Project (inflated)	\$3,055.77	\$70.50
2003 Street Improvement Project (inflated)	\$3,205.53	\$73.55

AREA TO BE ASSESSED

The area proposed to be assessed includes the parcels adjacent to the improvements. The area to be assessed is shown on Figure 1 of this report. The parcels are listed in the Preliminary Assessment Roll.

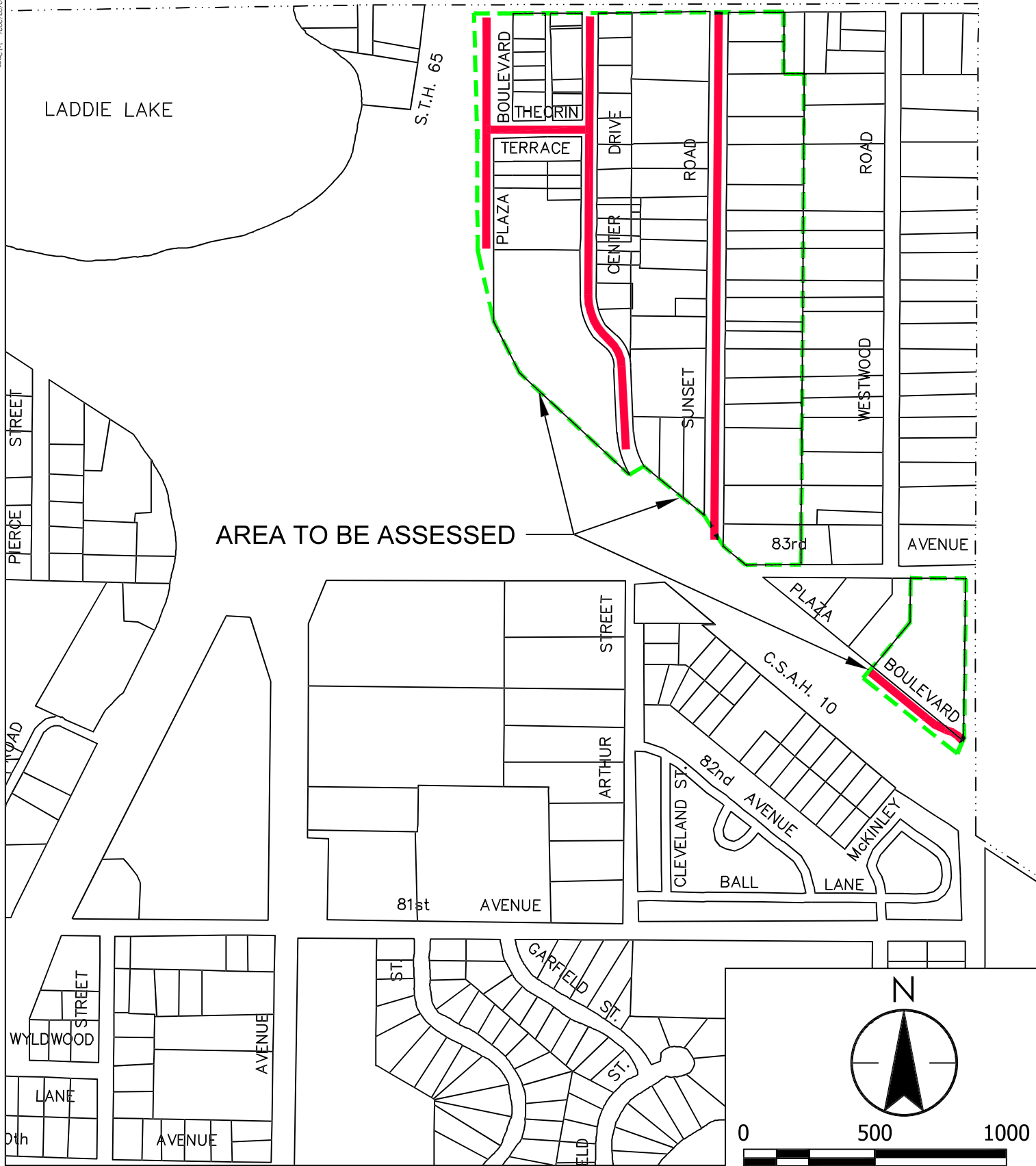
Conclusions and Recommendations

This Feasibility Report was ordered by the City Council based on the age and condition of streets included in the project area. It has been determined that a capital improvement project to reconstruct these streets should be undertaken.

The proposed improvements described in this report are feasible as they relate to general engineering principles and construction procedures. The feasibility of the project as a whole is subject to financial review. The improvements proposed are necessary to improve the condition of the roadway per the City's city-wide street maintenance practice. The improvements proposed are cost effective and feasible based on proven methods for street construction.

A project schedule has been presented for completing the improvements in one construction season. The following recommendations are presented for consideration by the Spring Lake Park City Council:

- A financing analysis for the project should be prepared.
- The City should accept this Report and adopt it as a guide for completion of the proposed improvements.
- The City should consider assessing a portion of the cost of this project to abutting properties in accordance with approved City policy.
- The City should schedule a public improvement hearing to receive input on the proposed improvements.
- Upon completion of the public hearing, if the City wishes to proceed, the City Council should formally order the project.



LOCATION MAP - AREA TO BE ASSESSED

Opinion Assessment Costs (Feasibility Report) - 2026 Street Improvements Project
 City of Spring Lake Park
 March 2026

2.0-inch mill and overlay				Opinion of Probable Costs	
Item	Item	Units	Quantity	Unit Price	Total
1	MOBILIZATION	LS	1	\$10,000.00	\$10,000.00
2	TRAFFIC CONTROL	LS	1	\$4,000.00	\$4,000.00
3	SAW CONCRETE PAVEMENT (FULL DEPTH)	EA	60	\$25.00	\$1,500.00
4	SAW BITUMINOUS PAVEMENT (FULL DEPTH)	LF	3300	\$2.50	\$8,250.00
5	REMOVE CONCRETE CURB AND GUTTER	LIN FT	1135	\$10.00	\$11,350.00
6	REMOVE CONCRETE VALLEY GUTTER	SF	200	\$10.00	\$2,000.00
7	REMOVE BITUMINOUS PAVEMENT	SF	9130	\$2.00	\$18,260.00
8	TYPE SP 12.5 NON WEAR 3-INCH STREET PATCH	SF	9130	\$6.00	\$54,780.00
9	MILL BITUMINOUS PAVEMENT (2.0 INCHES)	SQ YD	17615	\$2.25	\$39,633.75
10	BITUMINOUS MATERIAL FOR TACK COAT	GAL	900	\$3.25	\$2,925.00
11	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	2120	\$100.00	\$212,000.00
12	ADJUST EX VALVE BOX (WITH NEW TOP SECTION)	EACH	3	\$500.00	\$1,500.00
13	ADJUST EX FRAME & RING CASTING	EACH	12	\$1,000.00	\$12,000.00
14	MILL AROUND EXIST. FRAME & RING CASTING	EACH	12	\$100.00	\$1,200.00
15	REPLACE CB FRAME & RING CASTING	EACH	14	\$2,000.00	\$28,000.00
16	CONCRETE CURB AND GUTTER	LIN FT	1135	\$35.00	\$39,725.00
17	7-INCH CONCRETE VALLEY GUTTER	SF	272	\$17.00	\$4,624.00
18	EROSION CONTROL	LS	1	\$5,000.00	\$5,000.00
19	5" LOAM TOPSOIL, SEED, FERTILIZER, & HYDROMULCH	SQ YD	270	\$22.00	\$5,940.00
19	PAVEMENT MARKINGS	LS	1	\$3,000.00	\$3,000.00
20	CONTINGENCY	LS	1	\$16,512.25	\$16,512.25
TOTAL ESTIMATED CONSTRUCTION					\$482,200.00
Administration					\$95,000.00
Total Estimated Assessable Project Cost					\$577,200.00

Assumes standard SLP street.
 2.0-inch mill and overlay. 10% curb repair.
 Bit. base patch is 5% of area pls 2-feet for curb removal.

Front foot assmt. rate is total assessable cost divided by 9689.29 front feet = **\$59.57** per front foot

Assessment rate for residential lots:
 Using the city policy of assessing 45% of cost is $0.45 * 59.57 = 26.81$
 Average lot frontage is 91.617 feet. Per parcel rate = **\$2,456.25** per residential parcel

PRELIMINARY ASSESSMENT ROLL
2026 STREET IMPROVEMENTS PROJECT
 SPRING LAKE PARK, MINNESOTA

March 2026

193807587

2.0-inch Overlay
Proposed

Property ID	Property Address	Owner	Frontage	Assessment	Notes	Mailing address
01-30-24-12-0044	8485 PLAZA BLVD NE	LUNSETH PROPERTIES LLC	300	\$ 17,871.00	Plaza Blvd.	1923 GREEN AVE, Anoka MN 55303
01-30-24-12-0044	8465 PLAZA BLVD NE	8465 HOLDINGS LLC	100	\$ 5,957.00	Plaza Blvd (NE corner of Plaza and Theorin)	
01-30-24-12-0044	8465 PLAZA BLVD NE	8465 HOLDINGS LLC	128	\$ 7,624.96	Theorin Terrace (NE corner of Plaza and Theorin)	
01-30-24-12-0032	8462 CENTER DR NE	CAS PROPERTIES LLC	128	\$ 7,624.96	Theorin Terrace (NW corner of Center Dr. and Theorin)	733 EAST RIVER RD, Anoka MN 55303
01-30-24-12-0031	8455 PLAZA BLVD NE	WELLS FARGO BANK NA	256	\$ 15,249.92	Theorin Terrace (south side of the road)	PO BOX 2609, Carlsbad CA 92018
01-30-24-12-0038	1440 85TH AVE NE	PANTHER PLAZA LLC	50	\$ 2,978.50	Center Dr. (west side)	419 87TH LN NE, Blaine MN 55434
01-30-24-12-0038	1440 85TH AVE NE	PANTHER PLAZA LLC	5	\$ 297.85	Center Dr. (west side)	419 87TH LN NE, Blaine MN 55434
01-30-24-12-0079	8485 PLAZA BLVD NE	LUNSETH PROPERTIES LLC	195	\$ 11,616.15	Center Dr. (west side)	1923 GREEN AVE, Anoka MN 55303
01-30-24-12-0035	8470 CENTER DR NE	CAS PROPERTIES LLC	50	\$ 2,978.50	Center Dr. (west side)	733 EAST RIVER RD, Anoka MN 55303
01-30-24-12-0034	8470 CENTER DR NE	CAS PROPERTIES LLC	3.5	\$ 208.50	Center Dr. (west side)	733 EAST RIVER RD, Anoka MN 55303
01-30-24-12-0033	8470 CENTER DR NE	CAS PROPERTIES LLC	46.5	\$ 2,770.01	Center Dr. (west side)	733 EAST RIVER RD, Anoka MN 55303
01-30-24-12-0032	8462 CENTER DR NE	CAS PROPERTIES LLC	50	\$ 2,978.50	Center Dr. (NW corner of Center Dr. and Theorin)	733 EAST RIVER RD, Anoka MN 55303
01-30-24-12-0031	8455 PLAZA BLVD NE	WELLS FARGO BANK NA	256	\$ 15,249.92	Center Dr. (west side)	PO BOX 2609, Carlsbad CA 92018
01-30-24-12-0030	8455 PLAZA BLVD NE	WELLS FARGO BANK NA	50	\$ 2,978.50	Center Dr. (west side)	PO BOX 2609, Carlsbad CA 92018
01-30-24-12-0029	8455 PLAZA BLVD NE	WELLS FARGO BANK NA	50	\$ 2,978.50	Center Dr. (west side)	PO BOX 2609, Carlsbad CA 92018
01-30-24-12-0067	8407 PLAZA BLVD NE	NORTHLAND MANAGEMENT INC			Center Dr. (west side)	911 RICE ST, St. Paul MN 55117
01-30-24-12-0075	8329 CENTRAL AVE NE	SLP CENTRAL INDUSTRIAL LLC	33	\$ 1,965.81	Center Dr. (west side) [OL B of plat]	6390 CARLSON DR., Eden Prairie MN 55346
01-30-24-12-0073	8329 CENTRAL AVE NE	SLP CENTRAL INDUSTRIAL LLC	757.42	\$ 45,119.51	Center Dr. (west side) [L1 B1 of plat]	6390 CARLSON DR., Eden Prairie MN 55346
01-30-24-12-0007	8495 CENTER DR NE	EAGLE BROOK CHURCH	100	\$ 5,957.00	Center Dr. (east side)	7015 20TH AVE., Centerville MN 55038
01-30-24-12-0008	8495 CENTER DR NE	EAGLE BROOK CHURCH	100	\$ 5,957.00	Center Dr. (east side)	7015 20TH AVE., Centerville MN 55038
01-30-24-12-0009	8495 CENTER DR NE	EAGLE BROOK CHURCH	100	\$ 5,957.00	Center Dr. (east side)	7015 20TH AVE., Centerville MN 55038
01-30-24-12-0010	8465 CENTER DR NE	CASTRO PROPERTIES LLC	100	\$ 5,957.00	Center Dr. (east side)	
01-30-24-12-0011	8455 CENTER DR NE	EFC REAL ESTATE LLC	100	\$ 5,957.00	Center Dr. (east side)	
01-30-24-12-0012	8445 CENTER DR NE	CLIFTON PROPERTIES LLC	100	\$ 5,957.00	Center Dr. (east side)	
01-30-24-12-0013	8433 CENTER DR NE	JACOBS, MICHAEL B	100	\$ 5,957.00	Center Dr. (east side)	
01-30-24-12-0060	8427 CENTER DR NE	CENTER DRIVE HOLDINGS LLC	10	\$ 595.70	Center Dr. (east side)	2840 113TH LN NW, Coon Rapids MN 55433
01-30-24-12-0068	8421 CENTER DR NE	QUARVE CONTRACTING INC	59.51	\$ 3,545.01	Center Dr. (east side) [Tract A of RLS 205]	9220 BASS LAKE RD., New Hope MN 55428
01-30-24-12-0081	8419 CENTER DR NE	CENTER DRIVE HOLDINGS LLC	60.29	\$ 3,591.48	Center Dr. (east side) [Tracts B&C of RLS 205]	N8916 LAKESHORE DR., Hayward WI 54843
01-30-24-12-0080	8415 CENTER DR NE	CENTER DRIVE HOLDINGS LLC	36.2	\$ 2,156.43	Center Dr. (east side) [Part of L9 and Tract D of RLS 205]	9220 BASS LAKE RD., New Hope MN 55428
01-30-24-12-0075	8413 CENTER DR NE	CENTER DRIVE HOLDINGS LLC	28.5	\$ 1,697.75	Center Dr. (east side) [Irreg. shape]	9220 BASS LAKE RD., New Hope MN 55428
01-30-24-12-0082	8409 CENTER DR NE	CENTER DRIVE HOLDINGS LLC	37.5	\$ 2,233.88	Center Dr. (east side) [part of vacated ROW]	9220 BASS LAKE RD., New Hope MN 55428
01-30-24-12-0065	8407 CENTER DR NE	CENTER DRIVE HOLDINGS LLC	49.99	\$ 2,977.90	Center Dr. (east side)	9220 BASS LAKE RD., New Hope MN 55428
01-30-24-12-0064	8401 CENTER DR NE	PORATH, DIANE KAY	50.01	\$ 2,979.10	Center Dr. (east side)	555 43RD AVE NE, Columbia Heights 55421
01-30-24-12-0078	8401 CENTER DR NE	FRLJ, ADISA	344.95	\$ 20,548.67	Center Dr. (east side) [apartments]	1477 105TH AVE NW, Coon Rapids MN 55433
01-30-24-11-0086	8370 SUNSET RD NE	GRAHAMCO LLC	206	\$ 12,271.42	Center Dr. (east side) [Pro Courier]	
01-30-24-11-0096	1501 COUNTY ROAD 10 NE	FRANGEN INVESTMENTS LLC	218.77	\$ 13,032.13	Center Dr. (east side) [to where 2007 Frig. Rd. project ended]	965 141ST LN NE, Ham Lake MN 55304
01-30-24-11-0082	8498 SUNSET RD NE	EAGLE BROOK CHURCH	229.7	\$ 13,683.23	Sunset Rd. (west side)	7015 20TH AVE., Centerville MN 55038
01-30-24-11-0081	8498 SUNSET RD NE	EAGLE BROOK CHURCH	262.7	\$ 15,649.04	Sunset Rd. (west side) [parking lot]	7015 20TH AVE., Centerville MN 55038
01-30-24-11-0078	8498 SUNSET RD NE	SPRING LAKE PARK TREES LLC	100	\$ 5,957.00	Sunset Rd. (west side) [parking lot]	145 PATENT RD W, Bedford Hills NY 10507

Parcel ID	Address	Area (sq ft)	Value	Notes	Address
01-30-24-11-0079	8430 SUNSET RD NE	100	\$ 5,957.00	Sunset Rd. (west side)	145 PATENT RD W., Bedford Hills NY 10507
01-30-24-11-0080	8424 SUNSET RD NE	100	\$ 5,957.00	Sunset Rd. (west side)	
01-30-24-11-0074	8420 SUNSET RD NE	75	\$ 4,467.75	Sunset Rd. (west side)	
01-30-24-11-0071	8406 SUNSET RD NE	106.75	\$ 6,359.10	Sunset Rd. (west side)	8406 SUNSET RD NE
01-30-24-11-0072	RISE INC	100.05	\$ 5,959.98	Sunset Rd. (west side)	8406 SUNSET RD NE
01-30-24-11-0068	RISE INC	75	\$ 4,467.75	Sunset Rd. (west side)	8406 SUNSET RD NE
01-30-24-11-0069	RISE INC	131.3	\$ 7,821.54	Sunset Rd. (west side) [parking lot]	
01-30-24-11-0086	8370 SUNSET RD NE	262.7	\$ 15,649.04	Sunset Rd. (west side) [Pro Courier]	8365 SUNSET RD NE
01-30-24-11-0098	1541 COUNTY ROAD 10 NE DYN0 FIVE LLC	422.3	\$ 25,156.41	Sunset Rd. (west side)	
01-30-24-11-0091	8493 SUNSET RD NE	97.85	\$ 2,456.25	Sunset Rd. (east side) residential	25430 BLUFF SIDE RD., Deerwood MN 56444
01-30-24-11-0102	8483 SUNSET RD NE	114.85	\$ 2,456.25	Sunset Rd. (east side) residential	25430 BLUFF SIDE RD., Deerwood MN 56444
01-30-24-11-0048	8457 SUNSET RD NE	162	\$ 9,650.34	Sunset Rd. (east side)	
01-30-24-11-0047	COMPLETE COMMERCIAL STRUCTURES L	100.7	\$ 5,998.70	Sunset Rd. (east side)	
01-30-24-11-0049	JOCHUM CYRIL & JOANNE	162.7	\$ 9,692.04	Sunset Rd. (east side)	
01-30-24-11-0050	JOCHUM CYRIL & JOANNE	100	\$ 2,456.25	Sunset Rd. (east side) residential	
01-30-24-11-0052	HALL, SCOTT R.	75	\$ 2,456.25	Sunset Rd. (east side) residential	
01-30-24-11-0053	FREDERICKSON, SUSAN	75	\$ 2,456.25	Sunset Rd. (east side) residential	
01-30-24-11-0051	SCHENDEL, BARBARA	112.7	\$ 2,456.25	Sunset Rd. (east side) residential	
01-30-24-11-0055	SHAMSO, JAMIA MIRE	66	\$ 2,456.25	Sunset Rd. (east side) residential	
01-30-24-11-0054	BRANDT, JAN C	91.54	\$ 2,456.25	Sunset Rd. (east side) residential	
01-30-24-11-0054	SHERVA, ELIZABETH E.	105.16	\$ 6,264.38	Sunset Rd. (east side)	16531 REEDER RDG, Eden Prairie MN 55347
01-30-24-11-0103	VONDRACHEK FAMILY LLLP	110	\$ 6,552.70	Sunset Rd. (east side)	
01-30-24-11-0059	LARAS ERH PROPERTIES LLC	94	\$ 5,599.58	Sunset Rd. (east side)	8365 SUNSET RD NE c/o AGGRESSIVE INDUSTRIES
01-30-24-11-0058	DCB ENTERPRISES LLC	121.4	\$ 7,231.80	Sunset Rd. (east side)	8365 SUNSET RD NE c/o AGGRESSIVE INDUSTRIES
01-30-24-11-0060	DCB ENTERPRISES LLC	200	\$ 11,914.00	Sunset Rd. (east side)	8365 SUNSET RD NE c/o AGGRESSIVE INDUSTRIES
01-30-24-11-0061	BERQUIST, DEWAYNE D TRUSTE	294.15	\$ 17,522.52	Sunset Rd. (east side)	PO BOX 270170, Golden Valley MN 55427
01-30-24-11-0105	SUNSET MANAGEMENT LLC	514.6	\$ 30,654.72	Co. Rd. 10 Service Road	2845 N HAMLIN AVE., Roseville MN 55113
TOTALS		9689.29	\$501,592.15		

Total Frontage is 9689.29-feet.

Proposed rates:

2.0-inch overlay - non-residential \$ 59.57
2.0-inch overlay - residential \$2,456.25

Memorandum

To: Mayor Nelson and Members of the City Council
From: Daniel R. Buchholtz, MMC, Administrator, Clerk/Treasurer
Date: March 25, 2026
Subject: PUD Application – 8478 and 8480-8492 Central Avenue

Background

The City has submitted an application for approval of a Planned Unit Development (PUD) to allow a cannabis cultivation operation within an existing commercial building located at 8478 and 8480-8492 Central Avenue NE. The property is owned by the City and is currently zoned C-1, Shopping Center Commercial.

The building currently contains a dispensary, tobacco shop and restaurant, with additional space that previously operated as a pawn shop and is currently vacant. The proposal would allow the operator of the adjacent cannabis dispensary to lease the vacant space and establish an indoor cannabis cultivation operation, a use that is otherwise permitted only within the I-1 Light Industrial zoning district.



The City acquired the property as part of a long-term redevelopment strategy. Existing leases extend through approximately 2033, at which time the City anticipates redevelopment of the site. The proposed cultivation use is intended as an interim use of the property until redevelopment occurs. If redevelopment is delayed and the lease is extended, the cultivation operation could continue subject to City approval and continued compliance with the conditions of the Planned Unit Development.

Planned Unit Development Authority

Section 16.44 of the Spring Lake Park City Code establishes the Planned Unit Development zoning district to provide flexibility from certain zoning and subdivision regulations where doing so produces public benefits that may not otherwise be achieved through conventional zoning.

Under SLPC 16.44.010, PUD zoning may be considered where it provides benefits such as:

- flexibility in land development,
- improved site and building design,
- preservation or enhancement of site characteristics,
- more efficient use of land and public facilities, and
- other public benefits recognized by the City.

Within a PUD, SLPC 16.44.020 allows uses permitted in the underlying zoning district as well as limited uses that may normally be more appropriate in other districts, provided such uses do not exceed 15 percent of the land area within the development.

Analysis

Staff believes the proposed PUD meets the purpose and intent of the City's PUD ordinance.

1. The PUD provides flexibility from the underlying zoning district to allow a use normally permitted in the I-1 district while maintaining City oversight through site-specific conditions.
2. The area designated for cultivation use will be under 15% of the land area within the properties.
3. The proposal represents a practical interim use of City-owned property. The City acquired the property with the intention of redeveloping the site once existing leases expire in 2033. Authorizing the cultivation operation allows the City to utilize currently vacant space and generate lease revenue during this interim period. This authorization also promotes efficient and effective use of land as it permits two complimentary operations under common ownership to coordinate the concurrent use and eventual relocation of the businesses upon the anticipated redevelopment of the site.
4. The proposed cultivation use would occur entirely indoors within an existing building, requiring no new construction or site modifications. As a result, the operation is expected to have minimal visual or operational impacts on surrounding properties.
5. The operator currently maintains a licensed cannabis dispensary within the same commercial center, creating operational efficiencies by locating cultivation near the retail operation and reducing the need to transport product between facilities.
6. Approval of the PUD would be site-specific and temporary, tied to the lease term and the City's redevelopment timeline. The approval would not amend the underlying zoning regulations and therefore would not establish a precedent for permitting cannabis cultivation generally within the C-1 zoning district.

Recommended Conditions

The Planning Commission held a public hearing on the application at its March 23, 2026 meeting. No one spoke during the public hearing. The Commission unanimously recommended approval of the PUD, with the following performance standards:

1. **Code Compliance.** Cannabis cultivation operations shall comply with the standards set forth in SLPC 16.36.010, Paragraph M, and SLPC 11.48, except as modified by this ordinance.
2. **Ventilation and odor control.** Ventilation and filtration systems shall be installed and maintained to prevent detectable cannabis odors from escaping the building.
3. **Security plan.** The operator shall maintain a security plan consistent with applicable Minnesota cannabis regulations.
4. **Video surveillance.** The facility shall maintain video surveillance covering entrances, exits, and restricted cultivation areas consistent with Minnesota cannabis regulations.
5. **Hazardous materials.** Fertilizers, pesticides, carbon dioxide systems, and other chemicals shall be stored and handled in accordance with applicable federal, state, and local regulations.
6. **Building and fire code compliance.** All cultivation equipment, electrical systems, lighting systems, ventilation systems, and carbon dioxide enrichment systems shall comply with applicable building, electrical, mechanical, and fire codes.
7. **Regulatory access.** The cultivation operator shall provide reasonable access to the facility for the Minnesota Office of Cannabis Management, the Spring Lake Park Police Department, and other authorized regulatory agencies as permitted by law.
8. **State licensing.** The cultivation operator must obtain and maintain all required state cannabis licenses and approvals.

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

ORDINANCE NO. 507

**AN ORDINANCE APPROVING A PLANNED UNIT DEVELOPMENT OVERLAY TO
ALLOW A CANNABIS CULTIVATION OPERATION AT 8478 AND 8480-8492
CENTRAL AVENUE NE**

WHEREAS, the property legally described as Tract A and Tract B, Registered Land Survey No. 37, Anoka County, Minnesota, commonly known as 8478 and 8480–8492 Central Avenue NE, is owned by the City of Spring Lake Park and is currently zoned C-1, Shopping Center Commercial; and

WHEREAS, the City has applied for approval of a Planned Unit Development (PUD) pursuant to Spring Lake Park City Code Chapter 16.44 to allow a cannabis cultivation operation within an existing commercial building; and

WHEREAS, cannabis cultivation is normally permitted only within the I-1 Light Industrial zoning district, and the proposed PUD would allow such use within the existing building subject to conditions while maintaining the underlying C-1 zoning district; and

WHEREAS, the City Council finds that the proposed PUD provides flexibility consistent with the purposes of Spring Lake Park City Code Section 16.44 and allows productive, efficient, and effective use of existing commercial space by operations under common ownership which desire that the anticipated sunset of such site utilization upon future redevelopment of the property occur concurrently.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Spring Lake Park, Minnesota, ordains:

Section 1. Planned Unit Development Overlay Established.

A Planned Unit Development Overlay (PUD Overlay) is hereby established for the following property:

Tract A and Tract B, Registered Land Survey No. 37, Anoka County, Minnesota,
commonly known as 8478 and 8480–8492 Central Avenue NE.

The property shall remain zoned C-1, Shopping Center Commercial.

The PUD Overlay established by this ordinance allows a cannabis cultivation operation within the existing commercial building, subject to the standards and conditions set forth herein.

Section 2. Design Standards.

The Planned Unit Development Overlay incorporates the following standards.

- A. *Intent.* The purpose of this overlay is to allow an indoor cannabis cultivation operation within an existing commercial building while maintaining the standards of the C-1 Shopping Center Commercial District. Except as modified by this ordinance, development within the PUD Overlay shall comply with the requirements of the C-1 zoning district and other applicable provisions of the Spring Lake Park City Code.
- B. *Permitted Uses.* Permitted uses within the PUD Overlay shall generally comply with the uses permitted in the C-1 Shopping Center Commercial District, with the following additional permitted use: Indoor cannabis cultivation within the existing tenant space located at 8478, 8480 and 8484 Central Avenue NE. The cannabis cultivation use authorized by this ordinance shall: (1) be limited to the existing building footprint and leased tenant space, and (2) not extend to other tenant spaces or buildings on the property without additional City Council approval. No retail cannabis sales shall occur within the cultivation space unless authorized by the City and permitted by Minnesota law.
- C. *Building Location, Area, Height and Architecture.* Building location, area, height, and architecture shall conform to the standards of the C-1 Shopping Center Commercial District and other applicable provisions of the Spring Lake Park City Code.
- D. *Performance Standards.* Cannabis cultivation operations within the PUD Overlay shall comply with the Cannabis and Hemp Business Activity standards set forth in SLPC 16.36.010(M) and all other applicable provisions of the Spring Lake Park City Code, except as modified by this ordinance. In addition, the following standards shall apply:
 - 1) *Ventilation and odor control.* Ventilation and filtration systems shall be installed and maintained to prevent detectable cannabis odors from escaping the building.
 - 2) *Security plan.* The operator shall maintain a security plan consistent with applicable Minnesota cannabis regulations.
 - 3) *Video surveillance.* The facility shall maintain video surveillance covering entrances, exits, and restricted cultivation areas consistent with Minnesota cannabis regulations.
 - 4) *Hazardous materials.* Fertilizers, pesticides, carbon dioxide systems, and other chemicals shall be stored and handled in accordance with applicable federal, state, and local regulations.
 - 5) *Building and fire code compliance.* All cultivation equipment, electrical systems, lighting systems, ventilation systems, and carbon dioxide enrichment systems shall comply with applicable building, electrical, mechanical, and fire codes.
 - 6) *Regulatory access.* The cultivation operator shall provide reasonable access to the facility for the Minnesota Office of Cannabis Management, the Spring Lake Park Police Department, and other authorized regulatory agencies as permitted by law.
 - 7) *State licensing.* The cultivation operator must obtain and maintain all required state cannabis licenses and approvals.

Section 3. Official Zoning Map.

The Administrator / Clerk-Treasurer shall make the applicable notation on the official zoning map indicating the presence of the Planned Unit Development Overlay on the property described in this ordinance.

Section 4. Severability.

Should any section, paragraph, provision, sentence, or lesser part of this Ordinance be found invalid by a court of competent jurisdiction, such portion shall be severed and the remaining provisions shall remain in full force and effect.

Section 5. Effective Date.

This ordinance shall take effect upon adoption and publication of this ordinance in the City's official newspaper.

Passed by the City Council of the City of Spring Lake Park, Minnesota, this 6th day of April 2026.

	AYE	NAY	ABSENT	ABSTAIN
Councilmember Wendling	_____	_____	_____	_____
Councilmember Goodboe-Bisschoff	_____	_____	_____	_____
Councilmember Dircks	_____	_____	_____	_____
Councilmember Moran	_____	_____	_____	_____
Mayor Nelson	_____	_____	_____	_____

PRESEIDING OFFICER:

ATTEST:

Robert Nelson, Mayor

Daniel R. Buchholtz, Administrator/Clerk

CITY OF SPRING LAKE PARK

RESOLUTION NO. 2026-13

A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF ORDINANCE 507, AN ORDINANCE APPROVING A PLANNED UNIT DEVELOPMENT OVERLAY TO ALLOW A CANNABIS CULTIVATION OPERATION AT 8478 AND 8480–8492 CENTRAL AVENUE NE

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 507 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. 507 is approved for publication:

“On April 6, 2026, the Spring Lake Park City Council approved Ordinance No. 507, entitled ‘An Ordinance Approving a Planned Unit Development Overlay to Allow a Cannabis Cultivation Operation at 8478 and 8480–8492 Central Avenue NE.’

The following is a summary of Ordinance No. 507, a copy of which is available in its entirety for review during regular office hours at the City of Spring Lake Park, 1301 81st Avenue NE, Spring Lake Park, MN, or for review on the City’s website.

The Ordinance establishes a Planned Unit Development (PUD) Overlay for property located at 8478 and 8480–8492 Central Avenue NE. The Overlay allows an indoor cannabis cultivation operation within an existing commercial building, subject to conditions including odor control, security, compliance with state licensing requirements, and applicable building and fire codes.

The underlying C-1 zoning district remains in place, and the cultivation use is limited to the existing building and tenant space.

The Ordinance takes effect upon 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 6th day of April, 2026.

APPROVED BY:

Robert Nelson, Mayor

ATTEST:

Daniel R. Buchholtz, City Administrator

To: Honorable Mayor and Spring Lake Park City Council From: Evan Monson, AICP

Project/File: 193805540 Date: March 24, 2026

REQUEST: Conditional Use Permit (CUP) request for 8421 Center Drive NE for an “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” use

APPLICANTS: Ronda Disch - Alpha Human Services / Alpha Emergence Behavioral Health

PROPERTY OWNER: Center Drive Holdings, LLC

PROPERTY LOCATION: 8421 Center Drive NE, Suite B (Parcel ID 01-30-24-12-0081)

ZONING CLASSIFICATION: Light Industrial District (I-1)

REVIEW PERIOD: 60-day review period ends 5/8/2026.

ITEMS REVIEWED: Application and materials received on 3/3/2026 and 3/9/2026.

INTRODUCTION

8421 Center Drive NE is owned by Center Drive Holdings, LLC, and consists of two units/suites for use – Unit A and Unit B. Unit B is being proposed as a space for a warehousing and retail business operated by Alpha Emergence Behavioral Health, a non-profit mental health services company. The proposed use would support a workforce development program called The Come Up, that according to the applicant's submittal would provide *“training and employment skills to individuals who face significant barriers to employment, particularly individuals with criminal justice system involvement. Participants receive hands-on training in operating an e-commerce business, including inventory management, shipping logistics, point-of-sale systems, retail merchandising, and customer service. The retail component allows trainees to practice these skills in a structured environment while selling merchandise produced by the program’s affiliated e-commerce business.*

In discussions with the applicant, the items that would be available for retail would be overstock items and returned items from large ‘big box’ retail establishments. If the CUP is approved, approximately 60% of Unit B would be retail space, with the rest being storage and warehousing of products. The applicant estimates that one to two employees would typically be on-site. Up to eight (8) will be present at one time during training sessions, for two to four hours of the day. Training sessions would, per the applicant, likely occur once a month.

For the I-1 zone, “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” is permitted as a conditional use as per [16.64.040 Appendix D: Schedule Of Permitted Uses By District](#).

CUPs require review by the city’s Planning Commission, and are approved or denied by the City Council. The process and procedures the city follows for conditional use requests are outlined in Section 16.56 of the zoning ordinance.

PROPERTY INFORMATION

Parcel Description: The property at 8421 Center Drive NE is approximately 0.24 acres in size and is located on the northeast side of the city. The County Highway 10/Central Avenue NE interchange is southwest of the property. The property contains a multi-tenant commercial building that is approximately 6,900 square feet (SF) in size. Unit B is approximately 3,500 SF in size. There is limited space for parking and loading on the rear / east side of the property, as well as parking on the front / west side of the property along Center Drive NE.

Surrounding properties include a variety of commercial and industrial businesses along Center Drive NE. The property owner of 8421 Center Drive NE also owns the 8409, 8413, 8415, and 8419 Center Drive NE properties. There are some multifamily uses nearby, while areas further east consist primarily of single-family detached houses.



Figure 1: Aerial of the site, per Anoka County GIS. Parcel lines are shown in yellow. Subject property is outlined in red, with the suites/units labeled.

EVALUATION OF REQUEST

Comprehensive Plan

The city's 2040 [Comprehensive Plan](#) designates the subject property as "Commercial/Industrial" on the Future Land Use Map (see Figure 2-2 within the Plan). The proposed use is an allowed use in the city's I-1 zone and is therefore consistent with, and compatible with, the property's future land use designation.

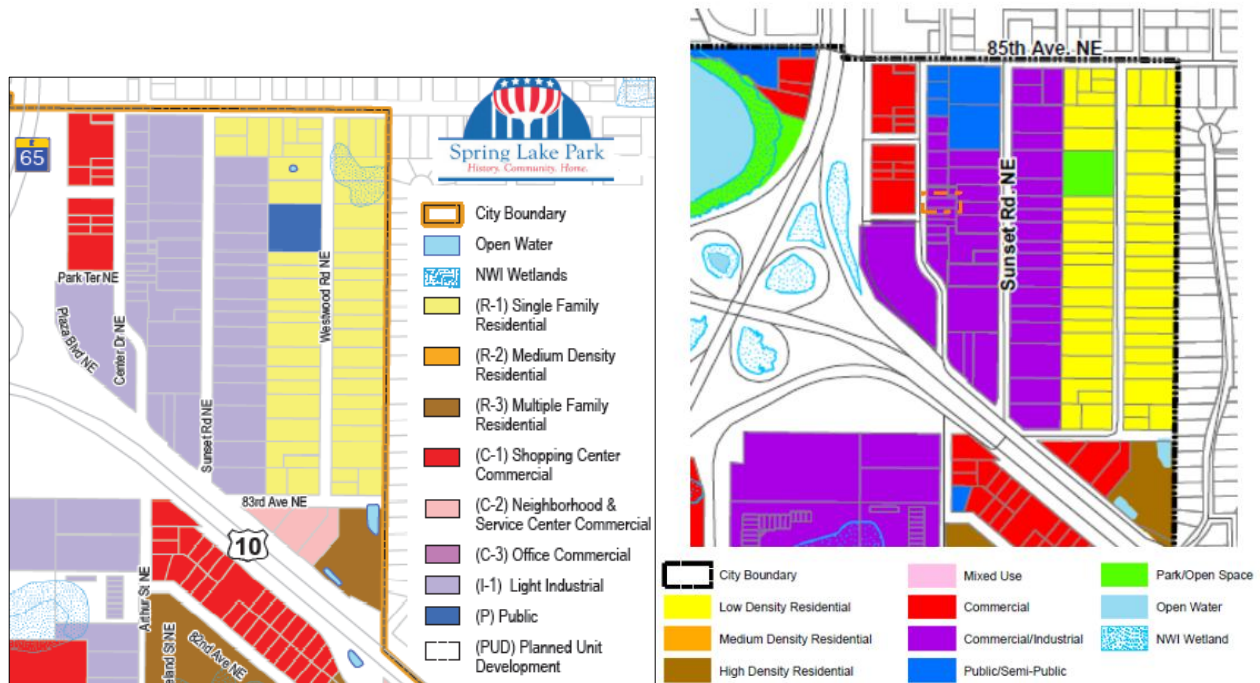


Figure 2 (Left): Excerpt of city's zoning map. Figure 3 (Right): Excerpt of city's 2040 Future Land Use Map. Subject property outlined in orange.

Zoning Code

There are no building additions being proposed to the property as a part of this request. Section 16.64.050 lists the dimensional standards for the city's zones, while Section 16.64.010 lists the minimum off-street parking requirements based on use. The existing building and parking areas on the property predate the city's current zoning code, which makes the property legally nonconforming to today's standards.

The city's off-street parking requirements are based on the type of use; a "Retail store, department store" would be required to have ten spaces per each 1,000 square feet of gross floor area. This is the only retail type of use listed in Section 16.64.010. This off-street parking requirement may make sense for a department store, which would typically be quite large and attract a significant amount of customers, though it is a high bar to require for a business that would have 2,000 SF or less of retail space.

The city has previously allowed 'retail' uses on the site with the same limitations on parking and loading as the current applicant would have. A previous retail use on the site – Sashe Market – [received a CUP](#) for a retail use in this unit of the property in 2021. Staff noted at that time that the off-street parking requirements varied widely by use, and that the property would meet code if applying the same parking requirement as an industrial use. The low number of staff and employees that are proposed to be on-site at a time, combined with retail business becoming more focused on online than in-person sales, results in less

demand being generated for parking, which makes the current parking arrangements sufficient for this proposed use.

As previously noted, the property owner owns the 8409, 8413, 8415, and 8419 Center Drive NE properties. There are 40 total parking spaces (22 parking stalls in front along Center Drive NE, and 18 in the rear) split between the five properties owned by Center Drive Holdings, LLC. There are access easements that allow for access to the rear of the properties. The subject parcel has seven stalls in front, and four in the rear; previous tenants of Unit B have been allocated seven (7) of the 40 parking spaces. CUPs for past and current tenants in these properties have been limited to these existing loading and parking spaces.



Figure 4: Aerial of site, with accesses to rear parking/loading areas identified in white.

Criteria for Review

The criteria in Section 16.56.030(E)(1) of the Zoning Code related to Conditional Uses are as follows in *italics*:

- 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 “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” would result in

sales of products and goods that are overstocked or returned items from larger retailers. Retail of such goods would provide a convenient option for those working in the nearby area, and the city at large.

- 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 proposed use, if adhering to city code, will not be detrimental to people in the vicinity. The site has most recently been used for a small grocery store, while other customer-facing retail and service uses have and are currently operating in the neighborhood.

- c. *The proposed use will comply with the regulations specified in this title for the district in which the proposed use is to be located;*

The property is legally nonconforming to the city's zoning code; the development of this parcel predates the current zoning requirements. The proposed business will not make any changes to the existing building, and the applicant will have to adhere to limit parking to spaces that are located on the property or other spaces that are owned by the property owner.

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

The proposed use "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" is a conditional use in the I-1 zone.

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

The proposed business does not include any additions to the existing building. The proposed use does not appear to be creating any impacts or limitations to the use and enjoyment of other nearby and adjacent properties.

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

Based on the applicant's submittal, the proposed use does not appear to impact any scenic views or property values. Adherence to city code requirements regarding noise, exterior storage, and nuisances would ensure that property values are not negatively impacted.

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

The existing street system is sufficient to serve the proposed use.

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

The property is nonconforming to today's zoning code, and does not have space to add additional parking beyond what is existing. The property owner owns multiple parcels on the block, with each tenant limited to a set number of stalls per suite/unit. There are 40 stalls total split among the five lots.

The property has sufficient parking and loading/unloading space. Previous and current tenants have been able to utilize the existing available space for parking and loading/unloading. The proposed use

does not appear to demand/generate more loading/unloading than previous permitted and conditional uses allowed on the site.

i. The use includes adequate protection for the natural drainage system and natural topography;

There are no changes to the site being proposed that would impact drainage.

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

The proposed use will have to adhere to requirements under city code regarding odor, fumes, dust, noise, and vibration.

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

Not applicable.

Based on the findings above, the proposed use meets the criteria for approval of a CUP.

OTHER REVIEW

- Engineering: No comments.
- Building Department: a certificate of occupancy will be required prior to the business moving in.

The Planning Commission held a public hearing on this request at their March 23rd meeting. A representative of the applicant provided details of the workforce development program, noting that the business focuses on internet sales currently but would be able to accommodate in-person retail sales at this location if the CUP is approved. He also explained the types of goods and products that would be sold and stored on the property, the number of employees, and how many people would be on-site at a time. The commissioners discussed with the representative the parking situation on the property, and how deliveries would work. The representative noted that their operation would not send or receive deliveries via semi-trucks. Most trainees of the development program do not own personal vehicles and would get to the site via transit or other means of travel, so the limited amount of parking is not anticipated to be an issue. The commissioners recommended approval of the request, with the findings and conditions as presented by staff.

OPTIONS

The City Council can do one of the following:

1. Approve of the request, with findings for approval and with or without conditions.
2. Deny the request, with findings for denial.
3. Table the request for further review and/or study.

RECOMMENDATION

The Planning Commission recommended the City Council approve of the requested Conditional Use Permit (CUP) request for an "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" use at 8421 Center Drive NE Suite B (Parcel ID 01-30-24-12-0081), with the following conditions and findings of fact:

Findings of Fact:

1. The applicant proposes operating a retail and warehousing business within the existing Unit/Suite B space on the property. Said business would be part of a workforce development program operated by Alpha Emergence Behavioral Health.
2. "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" is allowed as a conditional use within the Light Industrial (I-1) zoning district in which the subject property is located.
3. The existing lot, building, and parking areas predate the current city code – the property is legally nonconforming.
4. The applicant's proposed use meets the criteria in Section 16.56.030(E)(1) of the city's zoning code for approval of a conditional use permit (CUP).

Conditions of Approval:

1. The applicant is allowed to operate a "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" use within Unit/Suite B of 8421 Center Drive NE, per the submittal received by the city and reviewed with this request.
 - a. An amendment to this permit will be required for any expansion of the proposed use on the site.
2. Off-street parking shall be limited to spots designated for use by the property owner.
3. The applicant shall acquire all applicable local, County, State, and Federal permits for this project.
4. The applicant shall adhere to all applicable local, County, State, and Federal requirements for this project.
5. The applicant shall pay any fees and escrows associated with this request.

RESOLUTION NO. 2026-14

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT (CUP) FOR 8421 CENTER DRIVE NE, SUITE B

WHEREAS, an application has been submitted by Ronda Disch – Alpha Human Services / Alpha Emergence Behavioral Health, for a Conditional Use Permit (CUP) to allow a “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” use at 8421 Center Drive NE, Suite B (Parcel ID 01-30-24-12-0081); and

WHEREAS, the subject property is guided Commercial/Industrial in the City’s 2040 Comprehensive Plan and is zoned Light Industrial (I-1); and

WHEREAS, the proposed use is listed as a conditional use in the I-1 zoning district; and

WHEREAS, the Planning Commission conducted a public hearing on March 23, 2026, and recommended approval of the request; and

WHEREAS, the City Council has reviewed the application, staff report, and supporting materials.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRING LAKE PARK, MINNESOTA:

1. *Approval.* The Conditional Use Permit (CUP) for 8421 Center Drive NE, Suite B is hereby approved, subject to the following findings of fact and conditions:
2. *Findings of Fact*
 - a. The applicant proposes operating a retail and warehousing business within the existing Unit/Suite B space on the property. Said business would be part of a workforce development program operated by Alpha Emergence Behavioral Health.
 - b. “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” is allowed as a conditional use within the Light Industrial (I-1) zoning district in which the subject property is located.
 - c. The existing lot, building, and parking areas predate the current city code – the property is legally nonconforming.
 - d. The applicant’s proposed use meets the criteria in Section 16.56.030(E)(1) of the city’s zoning code for approval of a conditional use permit (CUP).
3. *Conditions of Approval*
 - a. The applicant is allowed to operate a “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” use within Unit/Suite B of 8421 Center Drive NE, per the submittal received by the city and reviewed with this request.

- b. An amendment to this permit will be required for any expansion of the proposed use on the site.
- c. Off-street parking shall be limited to spots designated for use by the property owner.
- d. The applicant shall acquire all applicable local, County, State, and Federal permits for this project.
- e. The applicant shall adhere to all applicable local, County, State, and Federal requirements for this project.
- f. The applicant shall pay any fees and escrows associated with this request.

The foregoing resolution was moved for adoption by

Upon roll call, the following voted aye

And the following voted nay:

Whereupon the Mayor declared said resolution duly passed and adopted this 6th day of April 2026.

Robert Nelson, Mayor

ATTEST:

Daniel R. Buchholtz, Administrator, Clerk/Treasurer



Memo

To: Honorable Mayor and Spring Lake Park City Council From: Evan Monson, AICP

Project/File: 193805540 Date: March 24, 2026

REQUEST: Interim Use Permit (IUP) and Conditional Use Permit (CUP) request for 8375 Sunset Road NE for an 'Automobile sales; indoor' use and a 'Vehicle repair and maintenance' use

APPLICANT: Konstantine Ebraldze – Carway LLC

OWNER: LARAS ERH PROPERTIES LLC

PROPERTY LOCATION: 8375 Sunset Road NE (Parcel ID 01-30-24-11-0059)

ZONING CLASSIFICATION: Light Industrial (I-1)

REVIEW PERIOD: 60-day review period ends 5/8/2026.

ITEMS REVIEWED: Application and materials received on 3/5/2026 and 3/6/2026.

INTRODUCTION

The applicant currently operates CarWay in nearby Blaine, and is interested in relocating to a new location. The applicant is in the process of acquiring the 8375 Sunset Road NE property from the current owner. The property has an existing building as well as some parking and fenced-in storage areas. The city had previously issued a CUP for a 'Vehicle repair and maintenance' use on the property in 2021. The applicant is proposing to have a limited number of vehicles for sale and display in the existing building along with some office space, while also offering vehicle repair and maintenance services.

For the I-1 zone, 'Automobile sales; indoor' use is allowed as an interim use, while 'Vehicle repair and maintenance' is a conditional use per [16.64.040 Appendix D: Schedule Of Permitted Uses By District](#).

Interim uses and conditional uses are similar, in that the proposed use must meet certain criteria in order to be approved. Conditions of approval can be added to either a conditional use permit (CUP) or an interim use permit (IUP). Unlike a CUP, an IUP can have a specified end date. CUPs 'run with the land,' while an IUP functions like a license, in that it will terminate if the business or property is sold.

Both CUPs and IUPs require review by the city's Planning Commission, and are approved or denied by the City Council. The process and procedures the city follows for conditional use requests are found in Section 16.56 of the city's zoning ordinance, while the processes for interim use requests are outlined in Section 16.58 of the zoning ordinance.

PROPERTY INFORMATION

Parcel Description: 8375 Sunset Road NE is a rectangular parcel that is approximately 0.75 acres in size and located in the northeast corner of the city. The County Highway 10/Central Avenue NE interchange is southwest of the property. The property contains an existing building that is approximately 5,100 square feet (SF) in size. There are parking and outdoor storage areas that are fenced-in, as well as limited space for parking on the front/west side of the site. Nearby properties to the south and west are primarily commercial or industrial in use, while lots to the east are residential in use.

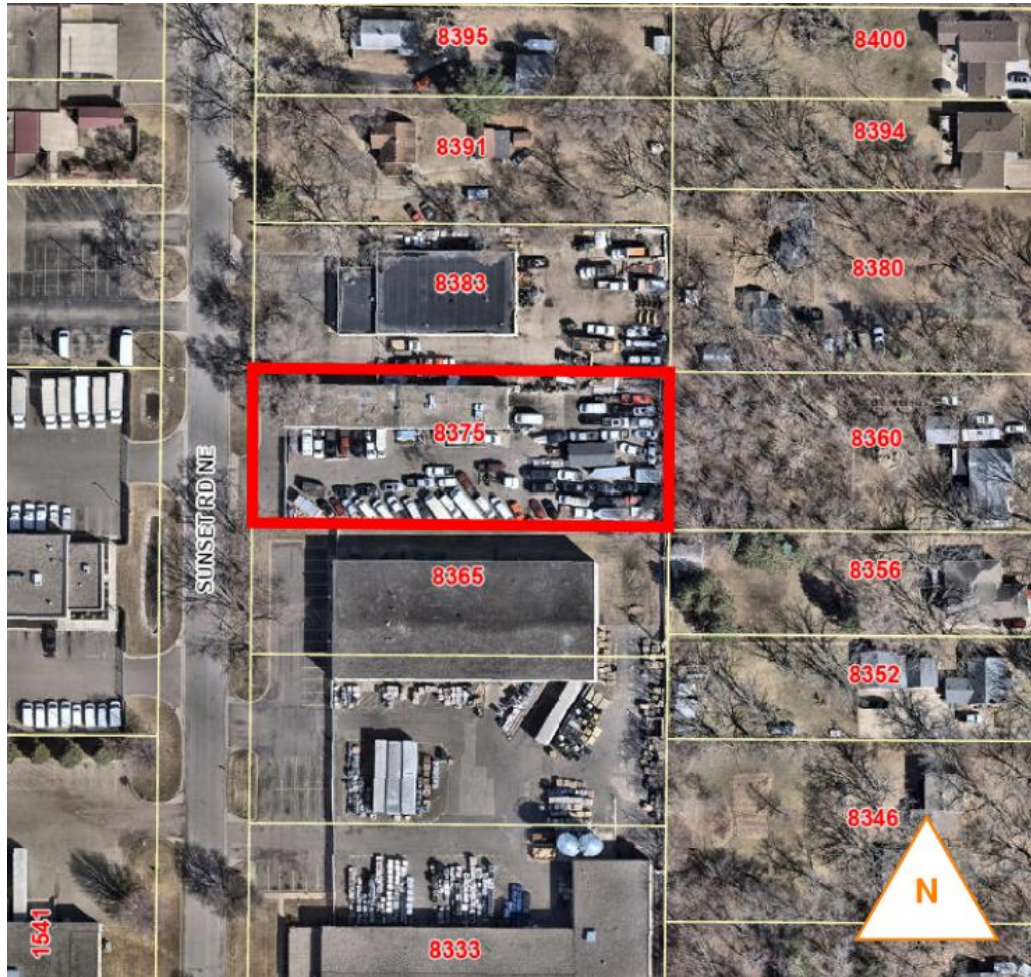


Figure 1: Aerial of site, per Anoka County GIS. Parcel lines are in yellow. Subject property is outlined in red.

EVALUATION OF REQUEST

Comprehensive Plan

The city's 2040 [Comprehensive Plan](#) designates the subject property as "Commercial/Industrial" on the Future Land Use Map (see Figure 2-2 within the Plan). The areas to the south and west are also guided "Commercial/Industrial," while the areas to the east are guided as "Low Density Residential" – see Figure 3 for reference. The "Commercial/Industrial" designation, per the 2040 Plan, is described as having the following types of uses and development: *Manufacturing of all kinds, including assembly of products produced elsewhere, facilities involved in the movement of goods, warehousing, construction, communications, utilities and wholesale sales.*

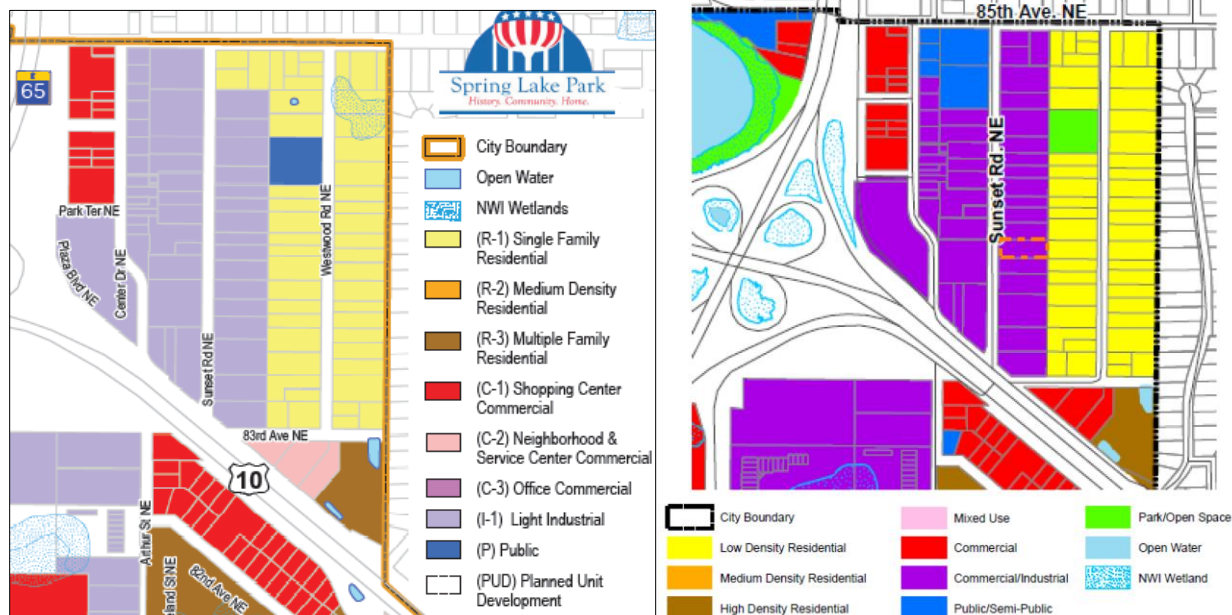


Figure 2 (Left): Excerpt of city's zoning map. Figure 3 (Right): Excerpt of city's Future Land Use Map, with subject property outlined in orange.

The applicant's proposed uses are allowed in the city's I-1 zone, so the requests are complying with the property's future land use designation in the city's current comprehensive plan.

Zoning Code

The property is zoned as Light Industrial (I-1), similar to many of the parcels to the north, south, and west as shown in Figure 2.

As is the case with other nearby properties, the existing lot, building, and parking areas predate the current zoning code, and are legally nonconforming to today's requirements. The applicant is not proposing any additions or expansions to the existing parking and building on the site.

The previous 'Vehicle repair and maintenance' use was determined to have ample availability of off-street parking when the city reviewed and approved a CUP for a previous tenant in 2021. The applicant proposes, according to their site plan (see Figure 4 in this report), delineating areas for customer parking, employee parking, and storage of vehicle being serviced. There would be eight (8) stalls for customers, and five (5) for employees and staff. Most of the site, apart from the western edge of the property, is currently fenced in.

Section 16.64.010 lists the minimum off-street parking requirements based on use. There is no use listed in the table in Section 16.64.010 for automobile or vehicle sales. There is a "Service Station" use listed that could encompass both of the applicant's proposed uses which requires 3 spaces per each service bay plus 1 per each employee on major shift. The applicant's proposed site plan would exceed this requirement. If there is a need/demand for additional parking in the future, the rear of the site could be utilized for parking instead of storage as well.

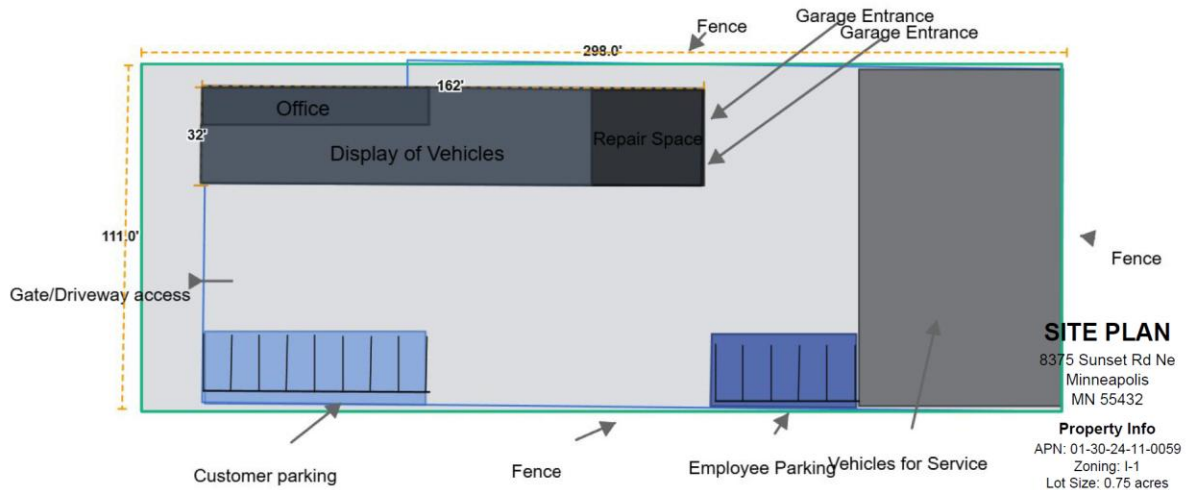


Figure 4: Excerpt of applicant's site plan.

Criteria for Review

Section 16.58.030 lists the criteria for review of an interim use request. These criteria are listed below in *italics*, with staff findings following regarding the proposed IUP for an 'Automobile sales; indoor' use:

- a. *Meets the standards of a conditional use permit as set forth in SLPC 16.56.*

The proposed interim use meets the standards of conditional use permit as stated in Section 16.56.030 Standards for Conditional Use Permit (see criteria and findings listed on page 5 and 6 of this report).

- b. *Conforms to the zoning regulations, performance standards and other requirements.*

The existing site is either meeting or legally nonconforming to the current requirements of the city's zoning ordinance. The applicant has not proposed making any exterior changes to the building. The site plan is in better compliance with the current ordinance than previous users of the site. Any future changes to the building and signage would have to adhere to the applicable requirements of the city's zoning code.

- c. *Is allowed as an interim use in the zoning district.*

'Automobile sales; indoor' is allowed as an interim use in the C-2 zoning district.

- d. *Will terminate upon a date or event that can be identified with certainty.*

The interim use permit will automatically expire upon closure of the proposed business or upon transfer of ownership, whichever occurs first.

- e. *Will not impose, by agreement, additional costs on the public if it is necessary for the public to take the property in the future.*

The proposed use of the building for 'Automobile sales; indoor' will not impose additional costs on the public if it is necessary for the public to take the property in the future

- f. Will be subjected to, by agreement with the owner, any conditions that the City Council has deemed appropriate for permission of the use, including, but not limited to, a condition that the owner will provide an appropriate financial security to cover the cost of removing the interim use and any interim structures upon the expiration of the interim use permit.*

There are no interim structures proposed as part of this use.

Standards for Conditional Use Permit

The criteria in Section 16.56.030(E)(1) of the Zoning Code related to Conditional Uses are listed below in *italics*, with staff findings following regarding both proposed uses:

- 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 uses – ‘Automobile sales; indoor’ and ‘Vehicle repair and maintenance’ – appears to be necessary and desirable based on the historic use of the property and the use of nearby parcels for similar uses.

- 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 proposed uses, if conducted in accordance with city regulations, will not be detrimental to people in the vicinity.

- c. The proposed use will comply with the regulations specified in this title for the district in which the proposed use is to be located;*

The applicant will not be adding onto the existing building or expanding the parking/storage areas already on the site. The lot, building, and parking areas are legally nonconforming to the city’s current zoning regulations. The proposed uses will not expand any nonconformities and will adhere to all other applicable requirements of the current zoning ordinance.

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

This requirement is met.

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

The proposed business does not include any alterations to the existing building. The proposed uses do not create any additional impacts or impact the use and enjoyment of other nearby properties.

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

Based on the applicant’s submittal, the use itself will not lower property values. Maintaining opaque screening between the subject property and lots to the east, as well as adhering to city requirements regarding noise, lighting, glare, and other nuisances will ensure the use does not impact the scenic value of the area.

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

The existing street is adequate to serve the proposed uses.

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

The applicant's site plan shows eight (8) off-street parking stalls for customers, and five (5) for employees and staff. The rear (east) of the site could be utilized for parking in the future if the business generates additional need for parking.

- i. The use includes adequate protection for the natural drainage system and natural topography;*

N/A; there are no changes to the site being proposed that would impact drainage.

- 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*

Maintaining screening of parking and outdoor storage from residential uses to the east would help mitigate nuisances. The proposed use will have to adhere to requirements under city code regarding odor, fumes, dust, noise, and vibration.

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

Not applicable.

Based on the findings above, the request meets the criteria in Section 16.58.030 for approval of an interim use permit, including the criteria in Section 16.56.030(E)(1) for a conditional use permit.

OTHER REVIEW

- Engineering: No comments.
- Building Department: a certificate of occupancy will be required prior to the business moving in.

The Planning Commission held a public hearing on this item at their March commission meeting. The commissioners heard from the applicant about the history of his business, plans for the property, planned inventory and types of vehicles they would sell, and improvements they would make to the site upon closing on the property. The commissioners recommended approval of the IUP and CUP, with the findings and conditions as recommended by staff.

OPTIONS

The City Council can do one of the following for each request:

1. Approve of the request, with findings for approval and with or without conditions.
2. Deny the request, with findings for denial.
3. Table the request for further review and/or study.

RECOMMENDATION

Interim Use Permit

The Planning Commission recommended the City Council approve of the requested interim use permit to allow for an 'Automobile sales; indoor' use at 8375 Sunset Road NE (Parcel ID 01-30-24-11-0059), with the following conditions and findings of fact:

Findings of Fact:

1. The applicant proposes to operate a vehicle repair and automobile sales business on the property. No additions to the existing building are proposed.
2. The property is zoned Light Industrial (I-1), and 'Automobile sales; indoor' is allowed as an interim use in this zone per Section 16.64.040 of the city's zoning ordinance.
3. The site plan proposed by the applicant shows eight (8) stalls for customers, and five (5) for employees and staff. Outdoor storage of vehicles to be serviced would be on the rear/east of the lot. The parking and storage areas on the lot will remain fenced-in.

Conditions of Approval:

1. The applicant is permitted to operate an 'Automobile sales; indoor' use on the site in accordance with the site plan received by the city and reviewed with this request.
 - a. Expansion of the building on the site, expansion of outdoor storage on the site, and/or reduction of off-street parking areas shall require an amendment of this permit to be approved by the city.
 - b. The vehicle storage areas and off-street parking areas shall remain screened from view from lots to the east.
 - c. Storage areas and off-street parking areas shall remain screened from view from lots to the east. Said screening shall adhere to the requirements of Section 16.28.030 and 16.28.040 of the city's zoning ordinance.
 - d.
2. The interim use permit shall remain valid only while the proposed business is in operation. The permit shall automatically expire upon closure of the business or upon transfer of ownership, whichever occurs first.
3. The applicant shall acquire all applicable local, County, State, and Federal permits for this project.
4. The applicant shall adhere to all applicable local, County, State, and Federal requirements for this project.
5. The applicant shall pay any fees and escrows associated with this request.

Conditional Use Permit

The Planning Commission recommended the City Council approve of the requested conditional use permit to allow for a 'Vehicle repair and maintenance' business at 8375 Sunset Road NE (Parcel ID 01-30-24-11-0059), with the following conditions and findings of fact:

Findings of Fact:

1. The applicant proposes to operate a vehicle repair and automobile sales business on the property. No additions to the existing building are proposed.
2. The property is zoned Light Industrial (I-1), and 'Vehicle repair and maintenance' is allowed as a conditional use in this zone per Section 16.64.040 of the city's zoning ordinance.
3. The site plan proposed by the applicant shows eight (8) stalls for customers, and five (5) for employees and staff. Outdoor storage of vehicles to be serviced would be on the rear/east of the lot. The parking and storage areas on the lot will remain fenced-in.

Conditions of Approval:

1. The applicant is permitted to operate an 'Vehicle repair and maintenance' use on the site in accordance with the site plan received by the city and reviewed with this request.
 - a. Expansion of the building on the site, expansion of outdoor storage on the site, and/or reduction of off-street parking areas shall require an amendment of this permit to be approved by the city.
 - b. Storage areas and off-street parking areas shall remain screened from view from lots to the east. Said screening shall adhere to the requirements of Section 16.28.030 and 16.28.040 of the city's zoning ordinance.
2. The applicant shall acquire all applicable local, County, State, and Federal permits for this project.
3. The applicant shall adhere to all applicable local, County, State, and Federal requirements for this project.
4. The applicant shall pay any fees and escrows associated with this request.

RESOLUTION NO. 2026-15

**A RESOLUTION APPROVING AN INTERIM USE PERMIT (IUP)
FOR 8375 SUNSET ROAD NE**

WHEREAS, an application has been submitted by Konstantine Ebraldze – Carway LLC, for an Interim Use Permit (IUP) to allow an ‘Automobile sales; indoor’ use at 8375 Sunset Road NE (Parcel ID 01-30-24-11-0059); and

WHEREAS, the subject property is zoned Light Industrial (I-1); and

WHEREAS, ‘Automobile sales; indoor’ is allowed as an interim use in the I-1 zoning district; and

WHEREAS, the Planning Commission conducted a public hearing on March 23, 2026 and recommended approval of the request; and

WHEREAS, the City Council has reviewed the application, staff report, and supporting materials.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRING LAKE PARK, MINNESOTA:

1. *Approval.* The Interim Use Permit (IUP) for 8375 Sunset Road NE is hereby approved, subject to the following findings of fact and conditions:
2. *Findings of Fact*
 - a. The applicant proposes to operate a vehicle repair and automobile sales business on the property. No additions to the existing building are proposed.
 - b. The property is zoned Light Industrial (I-1), and ‘Automobile sales; indoor’ is allowed as an interim use in this zone per Section 16.64.040 of the city’s zoning ordinance.
 - c. The site plan proposed by the applicant shows eight (8) stalls for customers, and five (5) for employees and staff. Outdoor storage of vehicles to be serviced would be on the rear/east of the lot. The parking and storage areas on the lot will remain fenced-in.
3. *Conditions of Approval*
 - a. The applicant is permitted to operate an ‘Automobile sales; indoor’ use on the site in accordance with the site plan received by the city and reviewed with this request.
 - i. Expansion of the building on the site, expansion of outdoor storage on the site, and/or reduction of off-street parking areas shall require an amendment of this permit to be approved by the city.
 - ii. The vehicle storage areas and off-street parking areas shall remain screened from view from lots to the east.

- iii. Storage areas and off-street parking areas shall remain screened from view from lots to the east. Said screening shall adhere to the requirements of Section 16.28.030 and 16.28.040 of the city's zoning ordinance.
- b. The interim use permit shall remain valid only while the proposed business is in operation. The permit shall automatically expire upon closure of the business or upon transfer of ownership, whichever occurs first.
- c. The applicant shall acquire all applicable local, County, State, and Federal permits for this project.
- d. The applicant shall adhere to all applicable local, County, State, and Federal requirements for this project.
- e. The applicant shall pay any fees and escrows associated with this request.

The foregoing resolution was moved for adoption by

Upon roll call, the following voted aye

And the following voted nay:

Whereupon the Mayor declared said resolution duly passed and adopted this 6th day of April 2026.

Robert Nelson, Mayor

ATTEST:

Daniel R. Buchholtz, Administrator, Clerk/Treasurer

RESOLUTION NO. 2026-16

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT (CUP)
FOR 8375 SUNSET ROAD NE**

WHEREAS, an application has been submitted by Konstantine Ebraldize – Carway LLC, for a Conditional Use Permit (CUP) to allow a ‘Vehicle repair and maintenance’ use at 8375 Sunset Road NE (Parcel ID 01-30-24-11-0059); and

WHEREAS, the subject property is zoned Light Industrial (I-1); and

WHEREAS, ‘Vehicle repair and maintenance’ is allowed as a conditional use in the I-1 zoning district; and

WHEREAS, the Planning Commission conducted a public hearing on March 23, 2026 and recommended approval of the request; and

WHEREAS, the City Council has reviewed the application, staff report, and supporting materials.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRING LAKE PARK, MINNESOTA:

1. *Approval.* The Conditional Use Permit (CUP) for 8375 Sunset Road NE is hereby approved, subject to the following findings of fact and conditions:
2. *Findings of Fact*
 - a. The applicant proposes to operate a vehicle repair and automobile sales business on the property. No additions to the existing building are proposed.
 - b. The property is zoned Light Industrial (I-1), and ‘Vehicle repair and maintenance’ is allowed as a conditional use in this zone per Section 16.64.040 of the city’s zoning ordinance.
 - c. The site plan proposed by the applicant shows eight (8) stalls for customers, and five (5) for employees and staff. Outdoor storage of vehicles to be serviced would be on the rear/east of the lot. The parking and storage areas on the lot will remain fenced-in.
3. *Conditions of Approval*
 - a. The applicant is permitted to operate an ‘Vehicle repair and maintenance’ use on the site in accordance with the site plan received by the city and reviewed with this request.
 - i. Expansion of the building on the site, expansion of outdoor storage on the site, and/or reduction of off-street parking areas shall require an amendment of this permit to be approved by the city.
 - ii. Storage areas and off-street parking areas shall remain screened from view from lots to the east. Said screening shall adhere to the requirements of Section 16.28.030 and 16.28.040 of the city’s zoning ordinance.

- b. The applicant shall acquire all applicable local, County, State, and Federal permits for this project.
- c. The applicant shall adhere to all applicable local, County, State, and Federal requirements for this project.
- d. The applicant shall pay any fees and escrows associated with this request.

The foregoing resolution was moved for adoption by

Upon roll call, the following voted aye

And the following voted nay:

Whereupon the Mayor declared said resolution duly passed and adopted this 6th day of April 2026.

Robert Nelson, Mayor

ATTEST:

Daniel R. Buchholtz, Administrator, Clerk/Treasurer

Memorandum

To: Mayor Nelson and Members of the City Council

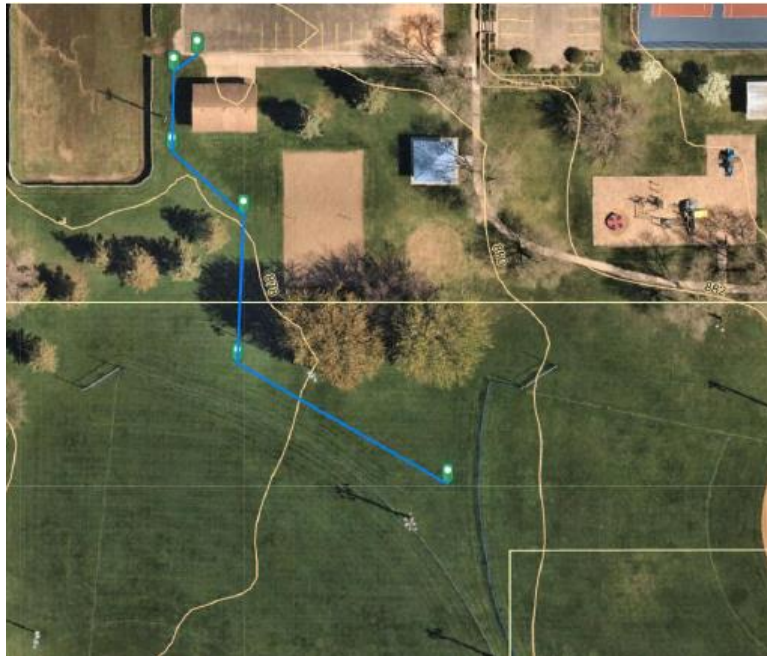
From: Daniel R. Buchholtz, ICMA-CM, Administrator, Clerk/Treasurer

Date: March 25, 2026

Subject: Terrace Park 2026 Drainage Improvements

Staff is seeking authority to begin planning for drainage improvements at Terrace Park to address persistent wet conditions that limit field usability. The proposed improvements are intended to improve drainage performance across the park's active recreation areas.

The project includes extending a 12-inch perforated storm sewer from the existing storm basin near the warming house and installing approximately 450 feet of 4-inch perforated drain tile to capture and convey water from areas with poor soils within the park.



In July 2025, the City Engineer prepared a opinion of probable costs for the project, which showed a project cost of \$49,950, which includes construction, engineering and administrative costs. Applying a 5% inflationary adjustment for 2026 construction results in an estimated project cost of \$52,500.

The City successfully applied for a \$15,000 grant from the Twins Community Fund to assist with the project. The remaining \$37,500 would be funded from the Park Acquisition and Improvement Fund (Fund 226).

Completion of the project will provide numerous benefits including earlier field availability in the spring reducing seasonal delays for youth athletics and community use; improved usability following rain events, minimizing cancellations and field damage, and enhanced park functionality for community events, including positioning Terrace Park as a viable location to host Tower Days in 2027.

Staff recommends approval of Resolution 2026-18, which accepts the \$15,000 Twins Community Fund grant, authorizes up to \$37,500 in matching funds toward the project, and authorizes the Mayor and City Administrator to execute all necessary grant agreements on behalf of the city.

This is a relatively low-cost, high-impact improvement, particularly with the benefit of outside funding. Staff recommends approval of Resolution 2026-18 and proceeding with final design and construction in Fall 2026.

If you have any questions, please do not hesitate to contact me at 763-784-6491.

RESOLUTION NO. 2026-18

A RESOLUTION ACCEPTING A \$15,000 TWINS FIELDS FOR KIDS GRANT, APPROPRIATING MATCHING FUNDS, AND AUTHORIZING EXECUTION OF A GRANT AGREEMENT

WHEREAS, the City of Spring Lake Park applied for grant funding through the Minnesota Twins Community Fund’s “Twins Fields for Kids” program to support improvements to ballfield facilities at Terrace Park; and

WHEREAS, the Minnesota Twins Community Fund has awarded the City a matching grant in the amount of \$15,000 to assist with a field renovation project at Terrace Park; and

WHEREAS, the proposed project includes installation of perforated storm sewer piping and drain tile improvements to address drainage issues at Terrace Park; and

WHEREAS, acceptance of the grant requires execution of a grant agreement between the City of Spring Lake Park and the Minnesota Twins Community Fund; and

WHEREAS, the City Council finds that acceptance of this grant and appropriation of matching funds is in the best interest of the City and its residents.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRING LAKE PARK, MINNESOTA:

1. The City Council hereby accepts the \$15,000 Twins Fields for Kids matching grant from the Minnesota Twins Community Fund for the Terrace Park field renovation project.
2. The City Council does hereby appropriate funds for the required local match in the amount of \$37,500, which shall be funded from the Park Acquisition and Improvement Fund (Fund 226).
3. The Mayor and City Administrator are hereby authorized and directed to execute the grant agreement and any related documents on behalf of the City of Spring Lake Park.
4. City staff are authorized to take all actions necessary to implement the project in accordance with the terms of the grant.

The foregoing resolution was moved for adoption by

Upon roll call, the following voted aye:

And the following voted nay:

Whereupon the Mayor declared said resolution duly passed and adopted this 6th day of April 2026.

Robert Nelson, Mayor

ATTEST:

Daniel R. Buchholtz, Administrator, Clerk/Treasurer

Minnesota Twins/DonationX Request Update for City Of Spring Lake Park [6EQYPNDJ]

From DonationX on behalf of Minnesota Twins <Request@Donationx.org>

Date Wed 3/25/2026 3:13 PM

To Anne Scanlon <ascanlon@springlakeparkmn.gov>

This message was sent from outside of the organization. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

3/25/2026

Dear Anne

On behalf of the Twins Community Fund Board of Directors, and the entire Minnesota Twins Baseball Club, I am pleased to inform you that the City Of Spring Lake Park has been awarded a 2026 Twins Fields for Kids matching grant of \$15,000.00. These grant funds are to be used specifically for the renovation project you described in your grant application.

Please complete the grant agreement form that will be sent to you shortly via Adobe Sign by **April 10, 2026**. A completed grant agreement is required before your grant check will be paid. PLEASE ensure that the address listed on your grant agreement is the proper mailing address for your organization, as future communications – including your grant check – will be sent to that address.

Once your grant check has been mailed and you have begun your project, please remember to submit your 6-month and 12-month reports accordingly. The submission links will be shared at a later date.

Congratulations again. We are proud to be a part of your youth baseball and softball community!

Sincerely,

Jackson Kirchoff
Coordinator, Community Engagement
Minnesota Twins Community Fund

*** This is not a valid email address. To send comments, please log into your [DonationX.org](https://www.donationx.org) account and click on Send a Note next to the request. Please do not reply to this email. ***



Memorandum

To: Mayor Nelson and Members of the City Council

From: Daniel R. Buchholtz, ICMA-CM, Administrator, Clerk/Treasurer

Date: February 17, 2026

Subject: Resolution Directing Display of Former Minnesota State Flag

At the direction of Mayor Nelson, this item has been placed on the City Council agenda for consideration. The proposed resolution would direct that the pre-2024 Minnesota state flag (1983 version) be displayed in the City Council Chambers and authorize its use at other City facilities where deemed appropriate.

In 2023, the State of Minnesota established a State Emblems Redesign Commission to develop a new design for the official state flag. The redesigned flag became effective May 11, 2024.

The prior Minnesota state flag, with origins dating to 1893 and most recently modified in 1983, served as the State's official flag for decades and remains familiar to many residents. The redesign process, which did not include a statewide vote, has generated a range of public perspectives.

Municipalities are not required by law to display a state flag at City facilities. As a result, decisions regarding whether and how a state flag is displayed are a matter of local policy and discretion. Due to the lack of consensus on this issue, the City has not displayed a Minnesota state flag in the City Council Chambers since the flag redesign. Additionally, the state flag, past or present, has not historically been flown at City Hall or other City facilities.

Several Minnesota communities have taken formal action on this issue. For example, the Cities of Champlin and Zumbrota have voted to display the pre-2024 flag, with Zumbrota limiting its display to the council chambers. Other communities, including North Branch, St. Francis, and Wadena, have also opted to continue use of the prior flag in some form.

This is a policy decision for the City Council. If the City Council wishes to proceed, adoption of the resolution as presented would be appropriate.

If you have any questions, please do not hesitate to contact me at 763-784-6491.

RESOLUTION NO. 2026-19

**A RESOLUTION DIRECTING THE DISPLAY OF THE FORMER MINNESOTA
STATE FLAG IN THE CITY COUNCIL CHAMBERS AND
AUTHORIZING ITS USE AT CITY FACILITIES**

WHEREAS, the State of Minnesota established a State Emblems Redesign Commission in 2023 to develop a new state flag, which became effective May 11, 2024; and

WHEREAS, the prior Minnesota state flag, with origins dating to 1893 and subsequent modifications in 1957 and 1983, served as the official flag of the State for many decades and remains widely recognized by residents; and

WHEREAS, municipalities are not required by law to display a state flag at city facilities, and the display of flags is a matter of local policy and discretion; and

WHEREAS, the City Council recognizes that public opinion regarding the redesign of the state flag varies, and finds that continued use of the former flag reflects continuity and historical recognition for many residents.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF SPRING LAKE PARK, MINNESOTA:**

1. The Minnesota state flag displayed in the City Council Chambers shall be the version in use prior to the 2024 redesign (commonly referred to as the 1983 version of the Minnesota state flag).
2. The City may display the former Minnesota state flag at other City facilities or properties where the City determines it is appropriate to display a state flag.

The foregoing resolution was moved for adoption by

Upon roll call, the following voted aye:

And the following voted nay:

Whereupon the Mayor declared said resolution duly passed and adopted this ____th day of _____ 2026.

Robert Nelson, Mayor

ATTEST:

Daniel R. Buchholtz, Administrator, Clerk/Treasurer



Memorandum

To: Mayor Nelson and Members of the City Council

From: Daniel R. Buchholtz, ICMA-CM, Administrator, Clerk/Treasurer

Date: April 2, 2026

Subject: Lease Agreement for 8480 Highway 65 NE

Attached for the City Council's consideration is a lease agreement between the City of Spring Lake Park and True North Greens, LLC for the premises located at 8480 Highway 65 NE. The proposed lease is consistent with the direction provided by the City Council.

- **Key Lease Terms**
 - **Use:** Tenant will operate a state-licensed indoor cannabis cultivation facility. No other use is permitted without City approval.
 - **Term:** Five-year initial lease term (May 1, 2026 – April 30, 2031) with one optional 26-month extension to June 30, 2033.
 - **Rent:**
 - Monthly rent of \$3,500, triple-net.
 - Four-month rent holiday from May 1–August 31, 2026.
 - Annual 3% rent increase beginning May 1, 2027.
 - **Operating Costs:** Tenant reimburses the City for property taxes, insurance, and its pro-rata share of building operating costs. Initial estimated reimbursements are \$408.25/month for taxes and \$74.16/month for insurance.
 - **Improvements:** Tenant accepts the premises “as-is” and is responsible for all interior build-out and future maintenance. Any alterations require prior City approval.
 - **Environmental Requirements:** Tenant must comply with MPCA directives and accommodate operation/maintenance of the existing vapor mitigation system.
 - **Odor Control:** Strict odor-control requirements apply. Repeated violations (three within two years) constitute grounds for immediate termination.
 - **Security Deposit:** One month's gross rent.
 - **Personal Guaranty:** Tenant's principal provides a full personal guaranty for all lease obligations.

Staff recommends approval of the lease agreement with True North Greens, LLC as presented.

If you have any questions, please do not hesitate to contact me at 763-784-6491.

Lease Agreement

THIS LEASE AGREEMENT (the “Lease”) is made and entered into on this _____ day of _____, 2026 by and between the City of Spring Lake Park, a Minnesota municipal corporation (the “City”), and True North Greens, LLC, a Minnesota limited liability company (the “Tenant”). The City and Tenant are sometimes referred to collectively herein as the “parties” or each a “party”.

WITNESSETH:

The City has purchased the building located at 8480-8492 Highway 65 NE, Spring Lake Park, Minnesota (the “Property”) as part of its long-term economic redevelopment plan. Tenant desires to lease from the City the unit addressed as 8480 Highway 65 NE, Spring Lake Park, Minnesota (the “Premises”), within that building. For a minimum of sixty (60) months the City is willing to lease the Premises to Tenant for operation of a state-licensed indoor cannabis cultivation operation and for no other use or purpose without prior consent of the City.

The Tenant desires to operate the cultivation operation within the Premises for the term of this Lease.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. **PREMISES.** The City hereby leases to the Tenant and the Tenant hereby takes from the City for the term and upon the conditions hereinafter provided, the Premises located at 8480 Highway 65 NE, Spring Lake Park, Minnesota and found within the building set within the Property legally described as:

Tract A of Registered Land Survey No. 37, files of the Register of Titles, County of Anoka, State of Minnesota, together with an easement and right-of-way over Tract B, for the purpose of ingress and egress only to Tract “A” of Registered Land Survey No. 37, Anoka County, Minnesota, to pass and re-pass along and over a strip of land situated in County of Anoka, State of Minnesota, described as follows:

The South 7.0 feet and the West 10 feet of Tract B of Registered Land Survey No. 37, as measured parallel with the Southwesterly and West boundary lines of Tract “B”.

Torrens Property

Certificate of Title No. 153801

2. **TERM.** This Lease shall begin on May 1, 2026 and end on April 30, 2031, unless sooner terminated as provided herein, subject to the terms and conditions set forth below:
 - a. Tenant shall have the option to extend the Lease once, for an additional twenty-six (26) month term to end on June 30, 2033. Tenant shall give the City six months' prior written notice of its intent to extend the Lease upon the rental terms set forth in paragraph 3(b) herein. Should Tenant fail to timely provide said notice, Tenant shall be deemed to have waived this option to extend.

3. **RENT.** Except during the Initial Rent Holiday Period as defined below, during the initial twelve (12) month term of the Lease, and subject to the terms herein, the Tenant agrees to pay the City, without demand, monthly rent in the amount of three thousand five hundred dollars (\$3,500.00). This Lease shall be a "triple net" lease and the rental amount is net of all expenses associated with operation of the Premises as a cultivation operation including, without limitation, all taxes common area maintenance costs, and insurance associated with the Premises.
 - a. City shall give Tenant four (4) months' rent free commencing May 1, 2026; not to include other obligations of Tenant contained within this Lease. The first lease payment shall be due on or before September 1, 2026.
 - b. Effective on May 1, 2027 and on each annual calendar anniversary of that date thereafter during the term of this Lease and any extensions thereto, Tenant's monthly rent shall be increased by three percent (3%) over the previous year's monthly rent. For illustration, net monthly rent shall be three thousand six hundred and five dollars and no cents (\$3,605.00) from May 1, 2027 through April 30, 2028 and shall be three thousand seven hundred thirteen dollars and fifteen cents (\$3,713.15) from May 1, 2028 through April 30, 2029.
 - c. Due Date. All monthly installments of rent shall be payable in advance on or before the first day each calendar month during the term. In the event any fractional months occur during the term, the Tenant shall pay rent on a pro rata basis calculated on the ratio of the actual number of days the Tenant is in possession to the total number days in the month in question.
 - d. Independent Covenant. Tenant's obligation to pay the rent, operating costs and other amounts due under this Lease is an independent covenant, and is and shall not be subject to any abatement, deduction, counterclaim, reduction, set-off or defense of any kind whatsoever. The covenants and obligations of the City under this Lease are dependent upon the performance by Tenant of all of its covenants and obligations hereunder.

4. **LEASEHOLD IMPROVEMENTS.** Tenant is taking the Premises and accepting the condition of the Premises "AS IS".

Tenant is responsible for any structural or other alterations, decoration, additions or improvements including: responsibility for clean-up, interior and exterior painting and refurbishing of all areas (for illustration, but not limitation, new over-head lighting, flooring,

ceiling tiles, exterior landscaping/repairs, restroom restoration, maintenance of back of house equipment, as may be required).

Tenant shall not make, and shall not commence, any improvement that has not been previously approved in writing by the City. If any improvement is made or commenced without the City's consent, and the City does not give subsequent approval thereof, the Tenant shall, upon receiving written notice from the City, restore that portion of the Premises affected by the improvement to its preexisting condition at the Tenant's expense.

5. **SECURITY DEPOSIT** Tenant shall pay one full month's gross rent as security deposit. This deposit shall be provided to the City prior to Tenant taking possession of the Premises.
6. **OPERATING COSTS, COMMON AREA CHARGES, TAXES AND UTILITIES.** Tenant shall be responsible for all costs associated with operating and maintaining the Premises, which shall include, without limitation, all charges by public or private companies for utilities such as gas, water, electricity and sewage. The City, as Landlord, shall not be required to furnish Tenant with any of the utilities or services of any kind. In the event Tenant does not pay the utility or other operation or maintenance charges when due, the City may, but shall not be obligated to, pay such charges together with any late fees, fines, penalty or interest. In the event the City exercises its option under the preceding sentence, Tenant shall reimburse the City for all such amounts paid, together with interest at the rate of eight percent (8%) per annum or the greatest rate permitted by applicable law, whichever is less, the total amount of which together with reasonable attorneys' fees shall be additional rent to be paid by Tenant to the City promptly, upon demand.

Tenant shall also be responsible for a pro rata portion of the City's cost to maintain the Property including, but not limited to utilities (gas, electric, water, sewer), routine trash removal, building maintenance, cleaning, electrical service for lighting the parking lot and common areas, cleaning, repair, and maintenance of the parking lot, sidewalks and driveways (as well as snow removal from the same), telephone, cable and internet services.

Tenant shall also be responsible to pay property taxes and insurance. The City shall pay the building/structure insurance and property taxes and these shall be reimbursed by the Tenant to the City on a monthly basis, and in addition to the rent contemplated within this Lease. In the event any fractional months occur during the term, the Tenant shall pay such taxes and insurance costs on a pro rata basis calculated on the ratio of the actual number of days the Tenant is in possession to the total number days in the month in question. In December of each year of the Lease, the City will provide Tenant notice of the amount of the monthly tax and insurance payments which shall be due in the year following. This amount is subject to adjustment via notice of the same in May of each year. Any adjusted amounts shall then take effect during June and continue to the end of that year. The initial tax payment owed by Tenant to City beginning on May 1, 2026 shall be \$408.25/month. The estimated initial insurance reimbursement owed by Tenant to City beginning on May 1, 2026 shall be \$74.16/month.

Operating costs for which Tenant is responsible and which are determined by Tenant's pro-rata share of Property operating costs shall be determined based upon the approximate number of square feet of the Premises, which is 3,400 square feet, and the total square footage of the total rentable area of the building on the Property, which is 13,100 square feet. Any utilities or similar services which are specifically metered or tracked and attributable

exclusively to the Premises shall be paid by Tenant or reimbursed by Tenant to the City, as applicable.

7. **SIGNAGE.** Any signage, displays, or graphics of any nature whatsoever relative to the business conducted on the Premises, whether located on the Premises, in the Premises, or elsewhere, as well as all other portions of the Premises that may be observed from outside of the Premises, shall be provided at the expense of the Tenant, but shall be subject, however, to the written approval of the City, which approval shall not be unreasonably withheld. As to any signage which Tenant proposes to implement after the date of execution of this Lease, the Tenant shall submit to the City the plans, for the City's approval, for any such signage, displays, or graphics prior to their implementation. If the City's approval is obtained, the Tenant may not thereafter modify the same without again obtaining the City's approval. This provision shall specifically apply to such signage, display, or graphics placed in any window of the Premises, or elsewhere in the Premises, which may be seen from outside the Premises. All signage in place at the time this Lease is executed is specifically approved.

8. **TENANT'S ADDITIONAL WARRANTIES.** In addition to any warranties or covenants made or to be kept by the Tenant pursuant to any other provision contained elsewhere herein, the Tenant hereby agrees:
 - a. To not commit any nuisance or waste on the Premises or Property, place foreign or hazardous substances in plumbing facilities, or waste the services, if any, furnished by the City;
 - b. To not place any items in or otherwise obstruct entries, halls, stairways, sidewalks, or other Common Areas, and not use the same for anything other than their intended purpose;
 - c. To pay when due all installments of rent, taxes, insurance, and utilities and to comply with any and all of the Tenant's other covenants and agreements contained in this Lease;
 - d. To store all trash and garbage and make the same available for regular pick-up;
 - e. To have a licensed professional clear, as needed, the sewer line on the Premises from the building to the City main to prevent the accumulation of grease in the line and to provide proof of such action to the City, upon demand;
 - f. To conduct its business at all times in good faith, and in a high grade and reputable manner.
 - g. The City and Tenant have been made aware of certain environmental conditions on the Premises and Property which require ongoing remediation. The City has made disclosure of these conditions to Tenant and has installed a vapor mitigation system on the Premises. Tenant agrees to provide the City with reasonable access to the Premises to install, test, and maintain this mitigation system. Tenant, being aware of these environmental conditions, desires to lease the Premises from the City. Further, Tenant agrees to comply with all conditions of use for the Premises as required by the Minnesota Pollution Control Agency. This shall include, without limitation, the

prohibition of use or storage on the Premises of any chlorinated solvents or chemicals containing perchloroethene (PCE) or trichloroethene (TCE).

9. **CITY'S RIGHT TO FIX OR REPAIR.** If the Tenant shall fail to keep and preserve the Premises in the state of condition required by any provision of this Lease, the City may, at its option, provide Tenant with written notice of such failure as provided herein. If the condition specified in any such notice shall continue for a period of ten (10) days after the date of notice, City may, at its option, put or cause the same to be put in the required condition and state of repair without liability to Tenant for any loss or damage that may accrue to Tenant's property or business by reason thereof. In such case, the Tenant, on demand, shall pay as additional rent, the cost thereof together with interest thereon from the date paid together with any attorneys' fees and/or costs incurred by the City in the same way and at the same rate as specified in the City's right to collect interest and attorneys' fees on City-paid utility or operation/maintenance charges, as specified in Section 6 supra.
10. **USE.** Subject to the Tenant's ability and obligation to obtain all necessary governmental approvals, permits and licenses, the Tenant may use and occupy the Premises exclusively for the use as a state-licensed indoor cannabis cultivation operation subject to applicable state and local law. The City disclaims any warranty that the Premises are suitable for Tenant's use and Tenant acknowledges that it has had a full opportunity to make its own determination in this regard.
 - a. Compliance with Laws. The Tenant further warrants that it will not commit or permit any act to be performed, or any omission to occur on the Premises or Property that will be in violation of any present or later applicable law, ordinance, regulation or order of any governmental unit having jurisdiction over the Premises. This section shall specifically apply to, without limitation, the conformance with all health, safety, and building codes as the same may relate to any equipment or fixtures on the Premises or to any other aspect of the operation of the Tenant's business, as well as all state and local cannabis laws and regulations.
 - b. Use Restrictions. As a condition of the grant of this Lease by the City, Tenant expressly agrees that, without the express written consent of the City, it shall not utilize the Premises for any other use than a Minnesota state-licensed indoor cannabis cultivation operation. Further, Tenant agrees to utilize the Premises in strict compliance with all state and local regulations and zoning requirements including, without limitation, Spring Lake Park City Ordinance No. 507. The cultivation use shall be exclusively indoors on the Premises.

Additionally, the Premises may not be joined with any portion of the neighboring property located at 8478 Hwy 65 NE, absent separate written consent from the City which shall be offered in the City's exclusive discretion. In the event any such consolidation of space is consented to, any space consolidated with the Premises must be used exclusively for the state-licensed indoor cannabis cultivation use and the site design must ensure that no areas are subject to joint use, access, or operation with the separate operation at 8478 Hwy 65 NE. For removal of doubt, Tenant's separate cannabis dispensary operation at 8478 Hwy 65 NE may not retain any mutual access points with, internal access to, or use or operational rights of, any space consolidated with the Premises. Tenant's cultivation operation use shall be at all times completely physically and practically separated from the dispensary use and the dispensary use shall not utilize the Premises for any purpose.

- c. Odor Control. Tenant must ensure that odor emanating from Tenant's use is not discernable outside of the leased building space on the Premises. Tenant must prevent the release of detectable odors within the Common Areas and all neighboring properties. Failure to comply with these odor control requirements shall amount to a material breach of the terms of this Lease and be considered an Event of Default hereunder. Should the City determine a violation of these provisions has occurred, the City shall provide written notice of the violation(s) to Tenant and Tenant shall be provided with ten (10) days' opportunity to cure all violations. The City may, in its discretion, extend this cure period, in writing, to permit the implementation of timely abatement measures undertaken in good faith by Tenant. Should Tenant fail to timely abate all violations after such notice and opportunity to cure, the City shall be permitted to enter the Premises and abate any violations at Tenant's cost and/or immediately terminate this Lease and permanently retain Tenant's security deposit.

Additionally, and regardless of any abatement successfully performed by Tenant, should the City determine that three or more violations of this provision have occurred during any two year period of this Lease, the parties hereto agree that such determination shall demonstrate Tenant's inability to consistently comply with this Odor Control requirement and the City shall be permitted to immediately thereafter terminate the Lease and permanently retain Tenant's security deposit.

- d. Parking Lot and Sidewalk Use. In addition to the use of the Premises, Tenant shall have reasonable and non-exclusive use of the parking lot and sidewalks adjacent to the Premises. Parking lots and sidewalks serving the building on the Property are for the use of all tenants in the building, unless otherwise provided for, in writing, by the City. The City reserves the right to use or lease to others portions of the parking lot at its discretion, provided that such usage or rental does not unreasonably interfere with the normal conduct of Tenant's business. Tenant shall not place obstructions of any kind within the parking lot, driveways, or sidewalks which will interfere with normal traffic either motorized or pedestrian. Tenant shall have non-exclusive use of the parking lots, both back and front, for parking by its employees and customers and access for its vendor vehicles, service vehicles, and for garbage and refuse container enclosures, as such may be required by the City. Such enclosures shall be located in a place or places in compliance with Spring Lake Park City Code and the directives of the City. The parking lot may not be used by Tenant for any other purpose beyond temporary storage of operational vehicles, and refuse containers and enclosures. There shall be no exclusive parking with the prior written consent of the City. The front parking lot is for client and customer parking only. Tenant and its employees shall park at the rear of the building.

11. **MAINTENANCE AND REPAIR.** The City shall maintain the foundations, exterior walls (except plate glass or other breakable materials used in structural portions which shall be the responsibility of the Tenant as to that portion of such plate glass or other structural materials that may be located within or form part of the boundary of the Premises) and roof of the Premises in good repair, ordinary wear and tear excepted, unless the need for any such repair or replacement is directly or indirectly attributable to or results from activity being conducted within the Premises, or is necessary to accommodate Tenant's operations, or becomes necessary by reason of the negligence of the Tenant, its agents, servants, employees, or anyone else for whose acts the Tenant is responsible. The costs of routine maintenance and repair of the Premises shall be paid directly by the Tenant.

- a. Tenant's Maintenance Obligations. The Tenant, at its own expense, shall maintain the Premises and the parking lot, both in front and in back of the lease space in a neat and clean condition and at all times in as good condition and repair of equal quality with the original work and condition, ordinary wear and tear excepted, and in a clean, sanitary, and safe condition in accordance with all applicable laws, ordinances, and regulations; including, without limitation, all plumbing, sewage, ventilating, and electrical systems serving the Premises, doors, windows, floors and floor coverings, interior walls and all interior painting and decorating, and all equipment, facilities, fixtures, and appurtenances. The Tenant shall permit no waste, damage, or injury to the Premises. Further, Tenant shall specifically take measures to prevent and abate the generation and accumulation of mold within the Premises.

If the Tenant refuses or neglects to commence any necessary repairs contemplated in this Section within a reasonable time period (no longer than ten (10) consecutive days) after written request, or does not adequately complete such repairs within a reasonable time thereafter, the City may make the repairs without liability to the Tenant for any loss or damage that may occur to the Tenant's stock or business by reason thereof, and if the City makes such repairs, the Tenant shall pay to the City the amount so paid by the City and/or all costs and expenses incurred by the City in making the above maintenance or repair, including reasonable attorneys' fees, shall be deemed to be additional rent for the Premises and shall be due and payable by the Tenant to the City on demand.

- b. Glass Windows. The Tenant shall replace, forthwith, any cracked or broken glass with glass of the same quality, including plate glass or glass and other breakable materials used in structural portions in any interior or exterior windows and doors in the Premises. If not covered by Tenant's insurance, the Tenant shall bear the expense of any such glass replacement directly.

12. **CITY'S RIGHT OF ACCESS.** The City, its employees, and agents shall have the right to enter the Premises at all reasonable times for the purpose of inspecting, cleaning, or repairing the Premises, or any portion thereof, or to exhibit the Premises to prospective tenants, purchasers, or others the City may deem appropriate. Specifically, the City, its employees, or agents shall also be permitted to install on or through the Premises conduits or other utility lines or services at the City may deem necessary or appropriate.
13. **ALTERATIONS.** Tenant shall not make any alterations, additions, or improvements in or to the Premises, or add, disturb, or in any way change any plumbing or wiring therein without the written consent of the City as to the character and detailed plans of the alteration, addition, or improvement to be made, the manner of doing the work, the appropriate indemnifications for the City, the persons to do the work, the providing of the costs therefore, the returning of the Premises to the condition in which they were at the commencement (if required by the City), and other requirements or assurances that may be required by the City.
14. **ASSIGNMENT OR SUBLETTING.** Tenant will not assign, transfer, mortgage or encumber this Lease or sublet or rent or permit occupancy or use of the Premises, or any part thereof by any third party; nor shall any assignment or transfer of this Lease be effectuated by operation of law or otherwise, (any of the foregoing being hereinafter referred to as an "Assignment") without in each such case obtaining the prior written consent of City, which consent shall not be unreasonably withheld. The consent by City to any Assignment shall not

be construed as a waiver or release of Tenant from the terms of any covenant or obligation under this Lease, nor shall the collection or acceptance of rent from any transferee under an Assignment constitute an acceptance of the Assignment or a waiver or release of Tenant or any transferee or any covenant or obligation contained in this Lease, nor shall any Assignment be construed to relieve Tenant from the requirement of obtaining the consent in writing of City to any further Assignment. Any Assignment shall require a corresponding personal guaranty in a form and by a person or persons acceptable to the City. In the event a sublease involves the utilization of the Premises by a sublessee in conjunction with other property to be consolidated with the Premises, the terms of all subleases related to that use must specify that termination of this Lease shall concurrently terminate the sublease of the entire consolidated leased space.

15. **FIRE OR OTHER CASUALTY.** If fire or other casualty shall render the Premises untenantable for a period in excess of ninety (90) days, either party shall have the right to terminate this Lease forthwith, in which case all rent owed to the City shall be calculated and paid to the City within ten (10) days of the City's request therefore and any prepayments of rent shall be credited against the rent owed to the City. If the Premises can be restored to a tenantable condition within ninety (90) days from the date of such event, then, at the City's option, by notice in writing to the Tenant, mailed within thirty (30) days after such event, this Lease shall remain in full force and effect, with the exception that the rent for the period during which the Premises were untenantable shall be abated pro rata.
16. **CONDEMNATION: EMINENT DOMAIN.** If the whole of the Premises shall be taken by any public authority under the power or threat of eminent domain, then the Term of this Lease shall cease as of the day possession shall be taken by such public authority, and the rent shall be paid up to that date with a proportionate refund by City of such rent as may have been paid in advance, if any. If a portion of the Premises shall be taken by any public authority under the power or threat of eminent domain, the rent shall be abated pro rata based on the percentage of square footage taken.
17. **SURRENDER AND TREATMENT OF IMPROVEMENTS.** On the last day of the Term or on the sooner termination thereof, the Tenant shall peaceably surrender the Premises in the condition required of the Tenant and consistent with the Tenant's duty to make alterations, modifications, or repairs pursuant to this Lease. All permanent alterations, additions, improvements and fixtures, other than trade fixtures, that may be made or installed by either of the parties hereto on the Premises shall, at the time of such installation, become the property of the City and shall remain on and be surrendered with the Premises as a part thereof, without damage or injury and without compensation or credit to the Tenant unless the City, at its option, requires the removal of any such alterations, additions, improvements, or fixtures. All nonpermanent alterations, additions, improvements, and fixtures that may be made or installed by the Tenant on the Premises shall remain at all times the property of the Tenant and shall be removed by the Tenant on termination of this Lease.
 - a. Designation by City. At the time the Tenant applies for the City's written consent to any alterations, additions, improvements, and fixtures, the City shall determine, in its reasonable discretion, which are to be deemed permanent and which are nonpermanent for purposes hereof, provided, however, that failure of the City to do so shall not be deemed a waiver of its right to do so at a later time, or of any of its other rights with respect thereto pursuant to statute or common law.

- b. Tenant's Failure to Surrender. If the Premises are not surrendered at the end of the Term or sooner termination thereof, the Tenant shall indemnify the City against any loss or liability from delay by the Tenant in so surrendering the Premises, including, without limitation, claims made by any succeeding Tenant founded on such delay. The Tenant shall promptly surrender all keys for the Premises to the City at the place then fixed for payment of rent and shall inform the City of combinations on any locks and safes on the Premises.
- c. Holding Over. In the event that the Tenant, with the City's express permission, remains in possession of the Premises after the expiration of its Lease without the execution of a new Lease, it shall be deemed to be occupying the Premises as a tenant from month-to-month, subject to all the conditions and provisions of this Lease, insofar as the same can be applicable to a month-to-month tenancy, except that the rent shall be double the monthly rent amount of the last month of the Lease prior to expiration.

18. DEFAULT. The following shall constitute an "Event of Default" under the terms of this Lease:

- a. If the Tenant shall fail to timely pay, when due, any rent or other sums due under this Lease, any such rent or other sums shall remain unpaid for ten (10) days after the same becomes due;
- b. If the Tenant shall fail to observe or perform any of the covenants, terms or conditions of this Lease;
- c. The existence of any collusion, fraud, dishonesty or bad faith by or with the acquiescence of the Tenant, which in any way relates to or affects this Lease or the Premises;
- d. If at any time any material representation, statement, report or certificate made now or hereafter by the Tenant is not true and correct, or if at any time any statement or representation made by the Tenant is not true and correct, and such representation, statement, report or certificate is not corrected within ten (10) days after written notice thereof;
- e. If all or a substantial part of the assets of the Tenant are attached, seized, subjected to a writ or distress warrant, or are levied upon, unless such attachment, seizure, writ, warrant or levy is vacated within thirty (30) days;
- f. If the Tenant is enjoined, restrained or in any way prevented by court order from performing any of its obligations hereunder or conducting all or a substantial part of its business affairs; or if a proceedings seeking such relief is not dismissed within thirty (30) days of being filed or commenced;
- g. If a notice of lien, levy or assessment is filed of record with respect to all or any party of the property of the Tenant by the United States, or any other governmental authority, unless contestable and actually and diligently contested in accordance herewith;

- h. If the Tenant shall file a voluntary petition for bankruptcy or for arrangement, reorganization or other relief under any chapter of the Federal Bankruptcy Code or any similar law, state or federal, now or hereafter in effect;
- i. If the Tenant shall file an answer or other pleading or any proceeding admitting insolvency, bankruptcy, or inability to pay its debts as they mature;
- j. If, within thirty (30) days after the filing against it of any involuntary proceedings under the Federal Bankruptcy Code or similar law, state or federal, now or hereafter in effect, the Tenant shall fail to have such proceeding vacated;
- k. If the Tenant shall fail to vacate, within thirty (30) days following the entry thereof, any order appointing a receiver, trustee or liquidator for it or all or a major party of its property, either on or off the Premises;
- l. If the Tenant shall be adjudicated as bankrupt;
- m. If the Tenant shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all of the major party of its property, or the Premises;
- n. If the Tenant shall die, or shall be judicially declared to be incompetent if a natural person, or if such Tenant is a firm, partnership, company or corporation, be dissolved, terminated or merged, except as the same shall constitute an Assignment pursuant to Section 14 hereof to which the City gives consent;
- o. If the Tenant shall sell, convey, transfer or assign all or a major portion of its inventory, fixtures or other personal property, either on or off the Premises, without replacing same with comparable equivalents within thirty (30) days;
- p. If the Tenant shall sell, convey, transfer or assign any of the Tenant's rights, title, or interest in the Premises of this Lease, unless with the consent of City in accordance with Section 14 hereof;
- q. If the Tenant abandons the Premises before the end of the Term;
- r. If the Tenant shall, at any time during the Term of this Lease, fail to carry in full force and affect any of the insurance coverage required by Paragraph 23 of this Lease.
- s. If the Tenant permits, by consent or inaction, utilization of the Premises or any portion thereof, or any spaces consolidated with the Premises, for any purpose other than use as Minnesota state-licensed indoor cannabis cultivation operation.
- t. If the Tenant permits, by consent or inaction, utilization of the Premises or any portion thereof, or any spaces consolidated with the Premises, in a manner which violates the odor control requirements of Section 10c supra.

19. RESERVED.

20. **DEFAULT – NONPAYMENT OF RENT OR OTHER SUMS DUE.** If any installment of rent or any sum due under this Lease is not paid by Tenant by the tenth day of a month: (i) a one-time late charge in the amount of one hundred dollars (\$100.00) shall become immediately due and payable as compensation to City for administrative costs; and (ii) the unpaid balance due City shall bear interest at the Interest Rate from the date such installment became due and payable to the date of payment thereof by Tenant, and such late charge(s) and interest shall constitute additional rent hereunder which shall be immediately due and payable. The “Interest Rate” as used herein means the lesser of: the maximum rate permitted by law; and eight percent (8%) per annum.
21. **NO WAIVER.** No payment by Tenant or receipt by City of a lesser amount than the monthly installments of rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or state on a check or letter accompanying a check for payment of rent be deemed an accord and satisfaction, nor shall acceptance of rent with knowledge of breach constitute a waiver of the breach, and City may accept such check or payment without prejudice to City’s right to recover the balance of such rent, to terminate this Lease, to repossess the Premises or to pursue any other remedy provided in this Lease. No re-entry by City, and no acceptance by City of keys from Tenant shall be considered an acceptance of a surrender of the Lease.
22. **REMEDIES.** Upon the occurrence of any Event of Default, the City shall have any one or more of the following remedies:
- a. The City may immediately terminate this Lease by notice to Tenant. Upon such termination by the City, Tenant will at once surrender possession of the Premises to the City and remove all of Tenant’s effects therefrom; and the City may forthwith re-enter the Premises and repossess itself thereof, and remove all persons and effects therefrom using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort.
 - b. Enter upon and take possession of the Premises by picking or changing the locks if necessary, and lock out, expel or remove Tenant or any other person who may be occupying the Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefore, with or without having terminated this Lease;
 - c. In response to an Event of Default due to non-compliance with Section 10c, the City shall be permitted to take the corresponding remedial actions set forth in that Section.
 - d. City may enter upon the Premises by force if necessary without being liable for prosecution or any claim for damages therefore, and remedy such default for the account and at the expense of Tenant without thereby waiving such default, and Tenant further agrees that the City shall not be liable for any damages resulting to the Tenant from such action;
 - e. Whether or not this Lease has been terminated, City may, but shall not be obligated to, attempt to relet the Premises for the account of Tenant in the name of City or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and for such terms (which may include concessions or free rent) and for such uses as City, in its uncontrolled discretion, may determine, and may collect and receive the rent therefore.

- f. No termination of this Lease pursuant to Subsection (a) or repossession of the Premises pursuant to Subsection (b) or action taken pursuant to Subsection (c) shall relieve Tenant of its liabilities and obligations under this Lease, all of which shall survive any such termination or repossession. In the event of any such termination or repossession, whether or not the Premises shall have been relet, Tenant shall pay to City the rent, operating costs, and other sums and charges to be paid by Tenant up to the time of such termination or repossession, and thereafter Tenant, until the end of what would have been the Term in the absence of such termination or repossession, shall pay to City, as and for liquidated and agreed current damages for Tenant's default, the equivalent of the amount of the rent, operating costs, and such other sums and charges which would payable under this Lease by Tenant if this Lease were still in effect, less the net proceeds, if any, of any reletting effected pursuant to the provisions of Subsection (d) after deducting all of City's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage and management commissions, operating expenses, legal expenses, attorneys' fees, alteration costs, and expenses of prepare for such reletting. Tenant shall pay such current damages to City monthly on the days on which the rent would have been payable under this Lease if this Lease were still effect, and City shall be entitled to recover the same from Tenant on each such day.

- g. In the event the Tenant deserts, vacates or abandons the Premises, the City may immediately dispose of any perishable materials on site, including without limitation cannabis plants and products, in the City's discretion, and may remove and store any personal property which remains in the Premises. In addition to the City's other rights, the City may dispose of the stored personal property if the Tenant does not claim the property within twenty-eight (28) days after the date the property is stored. The City may charge a reasonable storage fee, which fee Tenant must pay before claiming the property. The City shall deliver by certified mail to the Tenant, at the address specified for notice to the Tenant herein, a notice that the City may dispose of the property if the Tenant does not claim it within twenty-eight (28) days after the date the property is stored.

- h. The City may bring an action in a court of competent jurisdiction to collect any amounts due and owing under this Lease and/or to compel the Tenant to perform any and all of Tenant's obligations under this Lease.

- i. The City may charge all costs to cure any default or offset any loss caused by the Tenant's default to the Tenant as additional rent; and

- j. The Tenant shall pay, in addition to the rent and other sums agreed to be paid hereunder, all costs, including without limitation reasonable attorneys' fees, incurred by the City that result from enforcing the provisions of this Lease.

23. **INSURANCE.** The Tenant agrees to secure and keep in force from and after the Commencement Date of this Lease and throughout the full Term of the Lease, at the Tenant's own cost and expense, the following:

- a. "All Risk" property insurance on Tenant's improvements; such insurance shall include coverage for the full replacement value of Tenant's leasehold improvements, trade fixtures and personal property within the Premises.

- b. Commercial general liability insurance on the Premises as well as the Premises, providing coverage on an “occurrence” rather than a “claims made” basis, which policy shall include coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Lease), and Independent Contractors, in current Insurance Services Office form or other form which provides coverage at least as broad. Tenant shall maintain a combined policy limit of at least two million dollars (\$2,000,000) applying to Bodily Injury, Property Damage and Personal Injury, which limit may be satisfied by Tenant’s basic policy, or by the basic policy in combinations with umbrella or excess policies so long as the coverage is at least as broad as that required herein. Such liability, umbrella and/or excess policies may be subject to aggregate limits so long as the aggregate limits have not at any pertinent time been reduced to less than the policy limit stated above, and provided further that any umbrella or excess policy provides coverage from the point that such aggregate limits in the basic policy become reduced or exhausted. City shall be named as an additional insured under all such policies.
 - i. Other Requirements. All policies of insurance procured by the Tenant shall:
 - ii. Be issued by insurance companies reasonably acceptable to the City;
 - iii. Be written as primary policies; not contributing with and not in excess of coverage that the City may carry;
 - iv. All comprehensive general liability insurance procured by the Tenant under this section shall be issued for the benefit of the City, the Tenant and the owner of the Premises, as their respective interests may appear;
 - v. Contain endorsements providing as follows:
 - 1. That such insurance may not be materially changed, amended, or canceled with respect to the City except after twenty (20) days’ prior written notice from the insurance company to the City, sent by registered mail;
 - 2. That the Tenant be solely responsible for the payment of all premiums under such policy and that the City shall have no obligation for the payment thereof notwithstanding that the City is or may be named as an insured.
- c. Proof of Coverage. The original policy or policies, or duly executed certificates for the same, together with reasonably satisfactory evidence of payment of the premium thereof, shall be delivered to the City within five (5) days of the date of execution of this Lease, and on renewals of such policies not less than twenty (20) days prior to the expiration of the term of any such coverage.

24. GENERAL PROVISIONS.

- a. Waiver and Release. Notwithstanding anything apparently to the contrary in this Lease, City and Tenant hereby release one another and their respective partners, officers and employees from any and all liability (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage: 1) Attributable to Tenant which is covered by property insurance in compliance with Paragraph 23; and 2) Attributable to the City which is coverable by a customary form of policy of the insurance required by Paragraph 23. These waivers shall apply even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

- b. Indemnification of City. Tenant assumes all liability and obligation and Tenant shall indemnify and hold harmless the City from and against all liabilities, damages, claims, fines, penalties, costs and other expenses, including reasonable attorneys' fees, which may be imposed upon, incurred by, or asserted against the City by reason of any of the following: (a) any use or condition of the Premises or any part thereof; (b) any personal injury or property damage occurring on the Premises; (c) any negligence on the part of Tenant its agents, contractors, licensees, or invitees; (d) any failure to comply with any requirements of any governmental authority as to Tenant's specific use of the Premises; (e) any prosecution or defense of any suit or other proceeding in discharging the Premises or any part thereof from any liens, judgments, or encumbrances created upon or against the same or against Tenant's leasehold estate caused by Tenant; (f) any proceedings in obtaining possession or termination of this lease by forfeiture or otherwise; (g) any litigation commenced by or against Tenant to which the City is made a party without any default on the part of the City; and (h) any failure on the part of Tenant to perform or comply with any covenant or agreement required to be performed or complied with by Tenant hereunder.
- c. Mechanic's Liens. The Tenant agrees to promptly pay all sums of money in respect of labor, services, materials, supplies, or equipment furnished or alleged to have been furnished to the Tenant in or about the Premises, and the Tenant shall not permit any mechanic's, material man's, or other lien to arise or be filed against the Premises, the Property, or the City's interest therein. The Tenant shall save, hold harmless, and defend the City from liability or other damage that the City may incur as a result of such liens in the even the same arise or are filed in contravention of the immediately preceding sentence. If any such mechanic's lien shall at any time be filed, the Tenant shall forthwith cause the same to be discharged or record by payment, bond, order of a court of competent jurisdiction or otherwise, provided the Tenant first posts a bond in favor of the City in a form and substance acceptable to the City, which shall be conditioned on the successful contest by the Tenant of any such liens. The Tenant shall have the right to contest in good faith, any and all such liens. If the Tenant shall fail to cause such lien to be discharged within thirty (30) days after being notified of the filing thereof and before judgment or sale thereunder, then, in addition to any other right or remedy the City may, but shall not be obligated to, discharge the lien by paying the amount claimed to be due or by bonding or other proceeding deemed appropriate by the City, and the amount so paid by the City and/or all costs and expenses incurred by the City in procuring the discharge of such lien, including reasonable attorneys' fees, shall be deemed to be additional rent for the Premises and shall be due and payable by the Tenant to the City on demand. Nothing contained in this Lease shall be construed as a consent on the party of the City to subject the City's estate in the Premises or any portion of the Premises to any lien.
- d. Subordination of Lease to Mortgages. This Lease shall be subject to and subordinate at all times to the lien of existing mortgages and/or mortgages which may hereafter be made a lien against the Premises or the Property, with the consent of the City. No instrument or act on the part of the City shall be necessary to effectuate such subordination; provided, however, the Tenant will upon request of the City execute and deliver such further instruments subordinating this Lease to the lien of such mortgage or mortgages as may be requested by the City. Tenant hereby irrevocably appoints the City an attorney-in-fact to execute and deliver any such instruments for the Tenant. Upon foreclosure of any mortgage wherein the mortgagee succeeds to

the rights of the City, Tenant shall, upon written request of said mortgagee, notwithstanding any other provisions of this Lease, attorn to said mortgagee for the balance of the Lease term set forth herein and on the same terms and conditions set forth herein, provided Tenant's tenancy hereunder shall not be disturbed.

- e. Keys. Any and all keys to the Premises shall be surrendered to City on the termination of this Lease.
- f. No Partnership, Joint Venture, or Fiduciary Relationship Created. Nothing contained in this Lease shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the City and the Tenant, it being understood that the sole relationship created hereby is one of the landlord and tenant.
- g. Light and Air. This Lease does not grant any rights to light and air over any premises adjacent to the Premises or the Property.
- h. Additional Payments. All payments required of the Tenant hereunder in addition to the base rent as provided in this Lease shall constitute contractual obligations of Tenant hereunder. In the event of non-payment, upon demand, the City shall have all the rights and remedies herein provided for an event of non-payment of rent or breach of condition and covenants, and may consolidate such obligations or pursue remedies individually. In the event that Tenant fails to timely pay all rents or other charges due hereunder or is in default of any other provision of this Lease and the City places the matter in the hands of an attorney for action, Tenant agrees to pay the City's reasonable attorneys' fees and costs incurred in connection with the enforcement of this Lease, whether litigation is actually filed or not.
- i. Building Expansions. The City shall have the right to make any additions to the building on the Property, either structural or cosmetic, which in the City's discretion is deemed appropriate, including without limitation additions and subtractions to the size of the building.
- j. Cumulative Rights. No right or remedy herein conferred on or reserved to the City is intended to be exclusive of any other right or remedy provided by law, but each shall be cumulative in and in addition to every other right or remedy given herein or elsewhere, or hereafter existing at law, in equity, or by statute.
- k. Notices. All communications, demands, notices or objections permitted or required to be given or served under this Lease between the City and Tenant shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its duly authorized agent, or deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, or if delivered by Federal Express or any other nationally recognized courier company and addressed to the other party to this Lease to the address set forth below:

As to City,
The City of Spring Lake Park
Attention: Administrator
1301 81st Avenue NE
Spring Lake Park, MN 55432

As to Tenant,
True North Greens, LLC
Attention: Mutaz A M Amro
8480 Central Avenue Northeast
Spring Lake Park, MN 55432

Any notices or objections permitted or required to be given to Personal Guarantor shall be in writing and shall be deemed to have been duly given or served if personally served or sent to the following Designated Email address:

As to Personal Guarantor,
Designated Email: mutazamro191@gmail.com

Any notices or objections permitted or required to be given by Personal Guarantor to the City shall be in writing and delivered to the physical address listed supra or otherwise served in compliance with the same notice requirements for notices between the City and Tenant.

Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the tenth (10th) day after giving of such notice, such newly designated address shall be such party's address for the purposes of all communications, demands, notices, or objections permitted or required to be given or served under this Lease.

- l. Successors and Assigns. This Lease shall be binding on and inure to the benefit of the parties hereto and their respective assigns, executors, heirs, personal representatives, and successors, provided, however, that nothing in this section shall be interpreted as granting the Tenant the right to assign this Lease or sublet the Premises.
- m. Amendment, Modification, or Waiver. No amendment, modification, or waiver of any condition, provision, or term of this Lease shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or its duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default shall not affect or impair any right arising from any subsequent default.
- n. Severable Provisions. Each provision, section, sentence, clause, phrase, and word of this Lease is intended to be severable. If any provision, section, sentence, clause, phrase or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Lease.
- o. Entire Agreement. This Lease contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.
- p. Captions, Headings, or Titles. All captions, headings, or titles in the paragraphs or sections of this Lease are inserted for convenience of reference only and shall not constitute a party of this Lease as a limitation of the scope of the particular paragraphs or sections to which they apply.

- q. Construction, Venue. This Lease shall be construed and enforced in accordance with the laws of the State of Minnesota. Any action to enforce the terms of this Lease shall be brought in a court of competent jurisdiction in Anoka County, Minnesota. No provision of this Lease shall be construed by any court against either party by reason of such party being deemed to have drafted or structured each provision.
- r. Time of the Essence. Time is of the essence of this Lease, and of each and every covenant, term, condition, and provision hereof.
- s. Personal Guaranty. In consideration of, and as an inducement for the granting, execution, and delivery of the Lease by the City to Tenant, the undersigned Tenant representatives (the "Guarantors") unconditionally guaranty to the City and its successors and assigns the full and prompt payment of any and all sums and charges payable by Tenant and its successors and assigns pursuant to the Lease. Guarantors further guaranty the full and timely performance of all terms and conditions of the Lease to be performed by Tenant for the entirety of the Lease term, including an extensions thereof, and hereby covenant and agree that if default shall at any time be made by Tenant in the payment of rent or other costs due under the Lease, or if Tenant shall otherwise breach the terms of the Lease, Guarantors shall pay all rent and other costs owed pursuant to the Lease to the City, its successors and assigns, and any late fees or charges as well as any costs, attorneys' fees and other damages associated with Tenant's occupancy of the Premises and/or the City's cost of enforcing the Lease and/or eviction of Tenant for breach of the Lease. The obligations of all Guarantors shall be joint and several and each undersigned Guarantor warrants that he/she is a principal of Tenant and hereby agrees and acknowledges that he/she is jointly and severally liable with Tenant and the other Guarantors of this Lease for all obligations under the Lease. This Personal Guaranty cannot be waived except explicitly, in writing, by the City. The City's remedies pursuant to this Personal Guaranty shall be cumulative and separate and the exercise of any one remedy shall in no way limit or prejudice any other remedy. Delay or failure to act shall not act as a waiver of any rights herein. This Personal Guaranty shall survive termination or expiration of the Lease for a period of two (2) years after the effective date of such termination or expiration.

Prior to taking possession of the Premises, Tenant shall provide to the City company documentation demonstrating each Guarantor's affiliation with Tenant as well as personal addresses, contact information, and driver's license numbers with state of licensure for each Guarantor.

[Signature pages follow]



Stantec Consulting Services Inc.
733 Marquette Ave Suite 1000
Minneapolis, MN 55402

March 24, 2026

Dan Buchholtz, City Administrator
City of Spring Lake Park
1301 81st Ave NE
Spring Lake Park, MN 55432

Re: Spring Lake Park 2026 Street Seal Coat and Crack Repair Project
Stantec Project No. 193807599
Bid Results and Next Steps

Dear Dan:

Bids were opened for the Project stated above on March 24, 2026. Transmitted herewith is a copy of the Bid Tabulation for your information and file. A copy will also be distributed to the Bidders once the Project has been awarded.

This project includes seal coat and crack repair of the streets north of 81st Avenue and between Monroe St. and Able St. This project also includes centerline pavement markings for the entire city (\$24,168 of the total low bid amount is for pavement markings).

BID RESULTS

There were a total of 3 Bids. The following summarizes the results of the Bids received:

	Contractor	Total Base Bid
Low	Asphalt Surface Technologies Corp.	\$163,643.00
#2	Allied Blacktop Company	\$164,341.00
#3	Pearson Bros, Inc.	\$169,476.00

The low Bidder on the Project was Asphalt Surface Technologies Corp. with a Total Base Bid Amount of \$163,643.00 These Bids have been reviewed and found to be in order. **If the City wishes to proceed with the project, then contract award should be made to Asphalt Surface Technologies Corp. for the total base bid amount of \$163,643.00.**

Should you have any questions, please feel free to contact me at (612) 712-2053.

Sincerely,

STANTEC CONSULTING SERVICES INC.

Phil Gravel, Principal
Enclosure



Project Name: **Spring Lake Park Street Seal Coat and Crack Repair Project**

City Project No.: _____

Stantec Project No.: 193807599

I hereby certify that this is an exact reproduction of bids received.

Bid Opening: Tuesday, March 24, 2026 at 10:00 AM CDT
 Owner: **Spring Lake Park, Minnesota**

 Phil Gravel, Principal
 License No. 19864

BID TABULATION

Bidder No. 1

Bidder No. 2

Bidder No. 3

Asphalt Surface Technologies Corp. aka ASTECH

Allied Blacktop Company

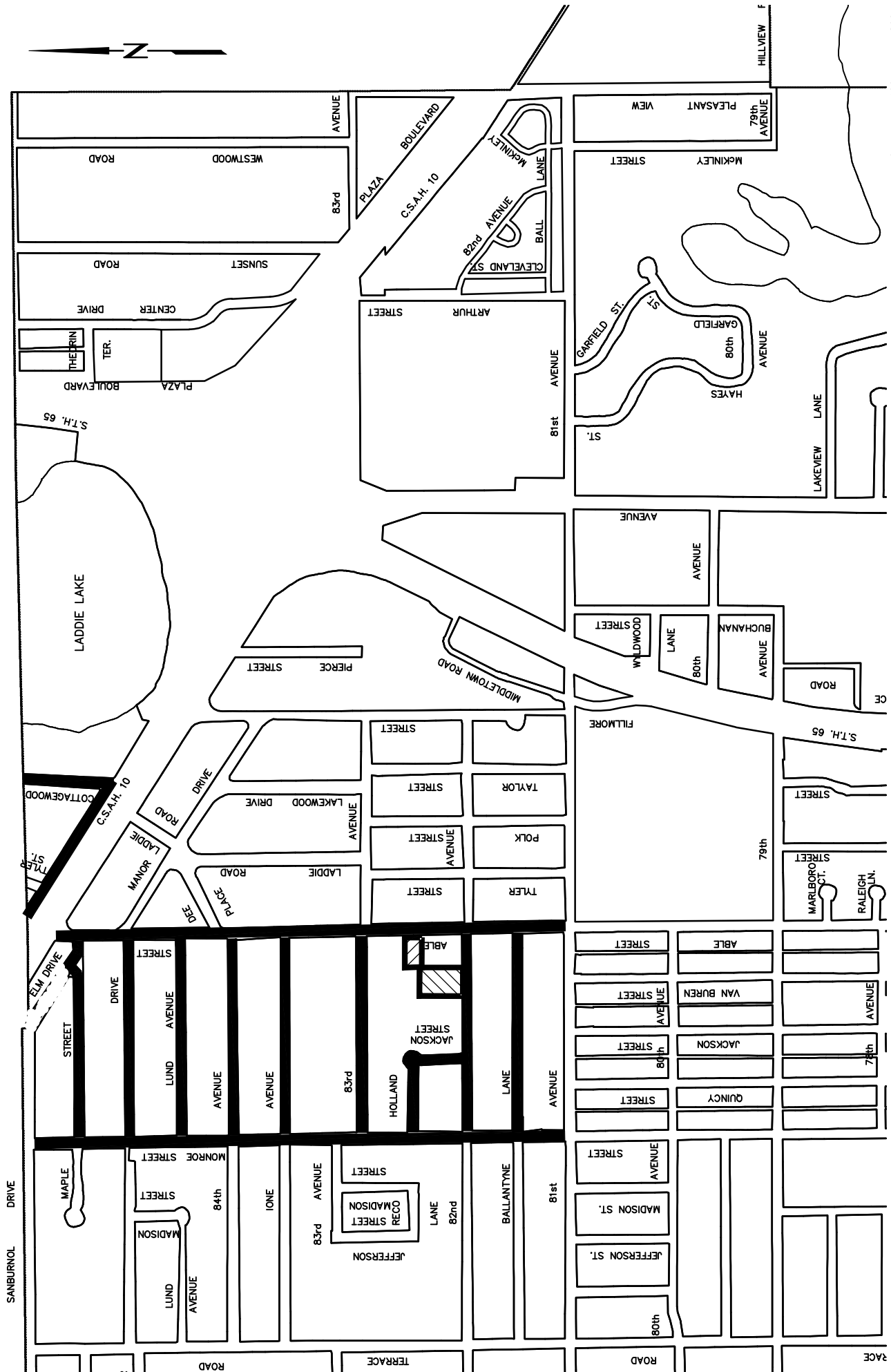
Pearson Bros., Inc.

Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID:									
1	MOBILIZATION	LS	1	\$40,000.00	\$40,000.00	\$12,500.00	\$12,500.00	\$15,000.00	\$15,000.00
2	TRAFFIC CONTROL	LS	1	\$8,500.00	\$8,500.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00
3	ROUTE AND SEAL CRACK REPAIR	LBS	3000	\$3.00	\$9,000.00	\$2.40	\$7,200.00	\$3.00	\$9,000.00
4	CLEAN AND SEAL CRACK REPAIR	LBS	5000	\$2.75	\$13,750.00	\$3.30	\$16,500.00	\$2.50	\$12,500.00
5	SEAL COAT AGGREGATE, FA-2 (MOD)	TN	760	\$30.00	\$22,800.00	\$25.00	\$19,000.00	\$25.00	\$19,000.00
6	BITUMINOUS MATERIAL FOR SEAL COAT, CRS-2	GAL	19750	\$2.30	\$45,425.00	\$3.50	\$69,125.00	\$4.12	\$81,370.00
7	4" DOUBLE SOLID LINE, YELLOW - PAINT	LF	32200	\$0.28	\$9,016.00	\$0.28	\$9,016.00	\$0.26	\$8,372.00
8	4" SOLID LINE, YELLOW - PAINT	LF	4000	\$0.14	\$560.00	\$0.15	\$600.00	\$0.13	\$520.00
9	4" SKIP LINE, YELLOW - PAINT	LF	2400	\$0.14	\$336.00	\$0.15	\$360.00	\$0.13	\$312.00
10	4" SOLID LINE, WHITE - PAINT	LF	51400	\$0.14	\$7,196.00	\$0.15	\$7,710.00	\$0.13	\$6,682.00
11	24" STOP BAR - SOLID LINE, WHITE - PAINT	LF	400	\$6.30	\$2,520.00	\$6.50	\$2,600.00	\$6.00	\$2,400.00
12	LT., RT., or THRU ARROW, WHITE - PAINT	EA	60	\$52.50	\$3,150.00	\$55.00	\$3,300.00	\$50.00	\$3,000.00
13	4" SOLID LINE, YELLOW - PAINT (PARKING LOT)	LF	1600	\$0.79	\$1,264.00	\$0.80	\$1,280.00	\$0.75	\$1,200.00
14	HANDICAP SYMBOL, YELLOW - PAINT (PARKING L	EA	3	\$42.00	\$126.00	\$50.00	\$150.00	\$40.00	\$120.00
					\$163,643.00		\$164,341.00		\$169,476.00

Contractor Name and Address:
 Asphalt Surface Technologies Corp. aka ASTECH
 8348 Ridgewood Road
 St. Joseph, MN 56374
 Phone: (320) 363-8500
 Email: astechdate@hotmail.com
 Signed By: Dale R. Strandberg
 Title: Vice President
 Bid Security: Bid Bond
 Addenda Acknowledged: 1

Allied Blacktop Company
 10503 89th Ave. N.
 Maple Grove, MN 55369
 (763) 425-0575
 m.dolecki@alliedinmnm.com
 Brent Capistrant
 President
 Bid Bond
 1

Pearson Bros., Inc.
 11079 Lamont Ave. NE
 Hanover, MN 55341
 (763) 391-6622
office@pearsonbrosinc.com
 Jack Pearson
 President
 Bid Bond
 1



LOCATION PLAN

SPRING LAKE PARK, MINNESOTA
 2026 STREET MAINTENANCE PROJECT

FIGURE 1



2335 Highway 36 W
 St. Paul, MN 55113
 www.stantec.com

PROJ. NO. 193804625

DATE / /

Plot Date: 02/14/2019 - 2:46pm
 Drawing name: V:\1938\active\193804625\CAD\DWG\2019\19384625_F101.dwg
 Xrefs:



City of Spring Lake Park
Engineer's Project Status Report

To: Council Members and Staff
From: Phil Gravel

Re: **Status Report for 04.06.26 Meeting**
File No.: R:\client\municipal\spring_lake_park_ci_mn (18GEN)

Note: Updated information is shown in *italics*.

2026 Sanitary Sewer Service Clean and Grout Project (193807597). Council authorized this sewer lateral cleaning and grouting project in December 2025. *Bids and construction will be in 2026.*

2026 Seal Coat and Crack Repair Project (193807599). The 2026 Street Seal Coat and Crack Repair Project will include the area north of 81st Ave. between Monroe and Able. Council authorized this project in December 2025. *Bids were opened on March 24, 2026. See bid results letter.*

Possible 2026 Street Project (193807587). A Feasibility Report is being prepared for a possible street mill and overlay project on Plaza Blvd., Theorin Terrace, Center Drive, and Sunset Rd. in the northeast area of the city. *A Neighborhood Meeting was held on 3/31/2026. Public Improvement Hearing on 4/7/2026.*

Storm Sewer Televising Project. The Public Works Director has obtained quotes for storm sewer televising and inspection to have information to use for evaluating future storm lining projects. *Televising will be completed in 2026.*

2025 AT&T on Arthur tower (Escrow # ME2025-0001). AT&T is replacing equipment. 2025-07-18 CDs are okay. Precon site meeting was on 11/12/2025. Bond has been submitted. *The Contractor (Vinco) will wait until spring to complete their work. KLM Engineering is doing the inspections.*

2026 Anoka County Highway 10 Paving Project: Anoka County is planning to repave Co. Rd. 10 between Able St. NE and Pleasant View Dr. in 2026. The construction will require shifting traffic on Co. Rd. 10 with short-term closures. Staff met with Anoka County representative on December 9th to discuss the project impacts and coordination with the separate MnDOT bridge repair project.

Future Water Tower Painting Project (19380xxxx). The CIP includes new coatings on the Able and Arthur water towers in 2027 and 2028. The Administrator submitted a PPL application for possible State of MN DWRF financing. *Next steps are to have KLM complete interior and exterior inspections this spring and to submit an IUP application in May 2026.*

Terrace Park Drainage Improvements Project (193807324). The Parks and Recreation Director has indicated that a drainage and draintile project might be necessary for Terrace Park. A letter outlining the project and a request to proceed to bidding will be presented at a forthcoming meeting.

Please contact Evan Monson, Bruce Paulson, Zach Naslund, Eric Stommes, or me if you have questions.