



PLANNING COMMISSION AGENDA
MONDAY, JANUARY 24, 2022
CITY HALL at 7:00 PM

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ELECT OFFICERS**
 - A. Chair
 - B. Vice Chair
- 5. APPROVAL OF MINUTES**
 - [A.](#) Approval of Minutes - October 25, 2021
- 6. PUBLIC HEARING**
 - [A.](#) Conditional Use Permit for Assembly Use - Jesus Christ International Ministry, 1440 85th Ave NE
 - [B.](#) Variance from Impervious Surface Maximum and Maximum Percentage of Lot Coverage for Structures Regulations for Backyard Pool - Ryan & Kelsey Hollihan, 518 Rosedale Road NE
- 7. OTHER**
- 8. ADJOURN**

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

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

CITY OF SPRING LAKE PARK RULES FOR PUBLIC HEARINGS

Public hearings are formal proceedings giving citizens an opportunity to express their concerns on a specific issue. Some issues on which the Planning Commission is required to hold public hearings include subdivisions, zoning changes, conditional use permits, and ordinance amendments.

The following format will be used to conduct a public hearing:

1. Planning Commission Chair opens the hearing.
2. City staff describes the proposal.
3. The applicant has an opportunity to further explain the proposal and respond to questions/ comments on the proposal from the Planning Commissioners.
4. Citizens will then have the opportunity to ask questions and/or comment on the proposed project.
 - a. Those wishing to comment are asked to limit their comments to 3 minutes
 - b. A group of residents wishing to have their collective opinions voiced may elect a spokesperson to represent them. The spokesperson may have a maximum of 10 minutes to express the views of the group.
 - c. People wishing to comment are asked to keep their comments succinct and specific.
5. After everyone wishing to address the subject of the hearing has done so, the Planning Commission Chair will close the hearing.
6. Planning Commissioners will have an additional opportunity to comment and ask questions on the issue.
7. The Planning Commission will make a formal recommendation on the issue to the City Council or defer decision pending additional information.

OFFICIAL PROCEEDINGS

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

1. CALL TO ORDER

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

2. ROLL CALL

MEMBERS PRESENT

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

MEMBERS ABSENT

Commissioner Aisha Ali

STAFF PRESENT

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

OTHERS PRESENT

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

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF MINUTES

A. Approval of Minutes - September 27, 2021

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

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

5. PUBLIC HEARING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. UNFINISHED BUSINESS

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

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

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

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

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

7. OTHER

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

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

B. Administrator Report

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

8. ADJOURN

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

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

The meeting was adjourned at 7:35 PM.

To:	Spring Lake Park Planning Commission	From:	Lauren Walburg, Stantec Michelle Lincoln, Stantec
	City of Spring Lake Park		
File:	Jesus Christ International Ministry 1440-1450 85th Avenue NE Applicant: Pastor Zyku John Yalley Owners: Brickner Braan LLC	Date:	January 24, 2022

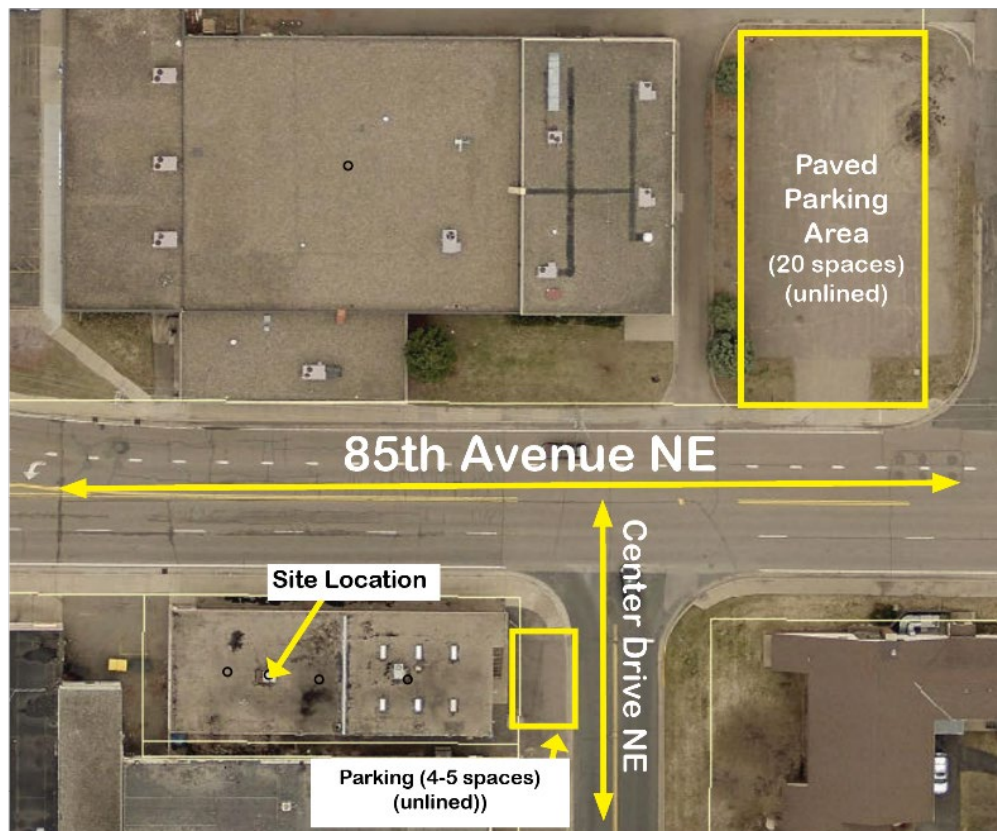
Re: Conditional Use Permit, Jesus Christ International Ministry, 1440-1450 85th Avenue NE

INTRODUCTION

Jesus Christ International Ministry (referred to hereafter as the “church”) is seeking to lease 1440-1450 85th Avenue NE. Churches are considered an “assembly” use in the Zoning Code, requiring a Conditional Use Permit (CUP). The church would occupy an existing space in the building and make little or no changes to the exterior of the building and site.

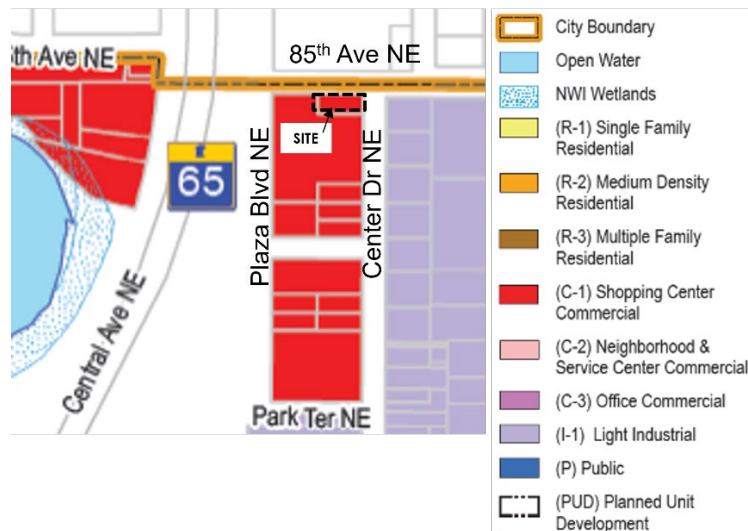
The property is guided Commercial and zoned C-1 Shopping Center Commercial – see map excerpts on the next page. “Assembly uses, including auditoriums, religious and philanthropic uses” are allowed by Conditional Use Permit in the C-1 district.

Surrounding uses are commercial in the other building tenant spaces and other parcels south on the same block; church and industrial in the block to the east; commercial uses across 85th Avenue in Blaine; and Highway 65 to the west.



Re: Conditional Use Permit, Jesus Christ International Ministry, 1440 85th Avenue NE

Zoning



2040 Future Land Use



SITE ISSUES – CONDITIONAL USE PERMIT

The Zoning Code allows the City to impose reasonable conditions on certain uses to address issues that may impact surrounding properties or public health, safety, and welfare. Conditional uses are considered *permitted uses to which reasonable conditions may be attached based on findings of fact*. The assumption is that the use is allowed and the City can articulate the conditions under which the use might be approved, not deny it because of potential conditions that do not yet exist. If it appears there is no reasonable way to accommodate the use in this location, the City can deny the use.

In this case, there is an existing multi-tenant commercial building with several other uses. The church would join those uses and share parking, but no changes are proposed to the exterior of the building or site, other than occupying space on the existing signage.

The church will use 4,000 square feet of leased office space and has designated space for preaching/sanctuary space, restrooms, Sunday school and educational space for members and children, and church administrative offices. A layout is shown in the lease agreement, which is included in this application.

The applicant has stated in their application that they will have a maximum of 22 people in the worship setting at any one time and the classrooms could have up to 12 kids. The total number of cars is expected to be 7 at any one time and they will operate worship services on Sunday. About 1,200 square feet of the space will be office space, and the rest will be worship, education, childcare and restrooms.

Other tenants in the building include a tattoo artist and retail/online Man Cave items which occupy a total of 4,000 square feet. The owner has estimated that these businesses typically use 2 parking stalls each during their open hours, which do not include Sunday mornings.

Re: Conditional Use Permit, Jesus Christ International Ministry, 1440 85th Avenue NE

Parking

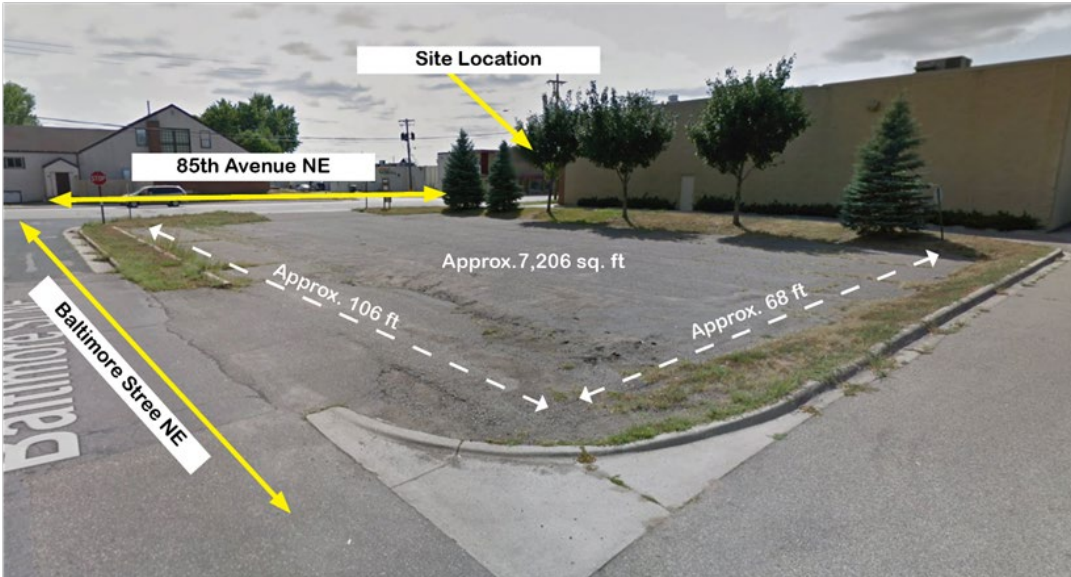
The key issue for this use on this site is parking. A church use can have intense parking needs, but the largest gatherings are typically on Sunday, when other businesses are often closed. Parking demand for a church typically adds up the various components of uses separately – sanctuary, classrooms, office space. Parking analysis is as follows:

- Available Parking:
 - 25 total parking spaces (4-5 paved, unmarked spaces directly adjacent to 1440 85th Avenue NE on the east side; Approximately 7,206 square feet of unmarked, paved parking (estimate 20 spaces) located north, across 85th Avenue NE in Blaine, MN)
 - The owners anticipate that the church would have full use of both parking lots on Sunday mornings as other businesses are closed during those hours. During the week the church could occupy 20 spaces



East Parking

Re: Conditional Use Permit, Jesus Christ International Ministry, 1440 85th Avenue NE



North Parking

- Building Use
 - Sanctuary, occupying about 2,800 square feet, seated capacity for 22 people
 - Classroom, occupying about 600 square feet, capacity for 12 people
 - Offices, restrooms etc, occupying about 600 square feet, capacity for 8 people
- Parking Demand based on Spring Lake Park Zoning Code
 - Sanctuary: 1 space per 3 seats = 8 spaces (at 22 seating)
 - Classrooms: 2 spaces per classroom = 2 spaces
 - Office: Pastor and Assistant Pastors Office = 2 space
 - Sunday (maximum use) total: 12 spaces

The key issue for this use on this site is parking. Three potential areas of concern could be addressed by conditions to this application:

- The approximately 25 spaces in the east parking and north parking lots may not be sufficient for this use, depending on the membership growth projections for the church;
- Congestion on the site due to the church use might interfere with deliveries for other businesses sharing the block;
- Safe pedestrian crossing from the paved parking area north of 85th Avenue NE may be necessary.

Re: Conditional Use Permit, Jesus Christ International Ministry, 1440 85th Avenue NE

East Parking directly adjacent to Site Building

There are 4-5 spaces on the east side of the office/commercial building with access from Center Drive NE. It is unclear if the spaces are available for the entire building or only for the adjacent business. The parking lines have faded and may need to be repainted to fully and consistently utilize these spaces.

North Parking across 85th Avenue NE

There is approximately 7,206 square feet of unmarked, paved parking space across 85th Avenue NE. The lot has access points on Baltimore Street NE and 85th Avenue NE. The owner indicates that this lot will hold approximately 32 spaces. Based on standard 90-degree stalls and two access points, we estimate approximately 20 spaces.

Church attendance/outgrowing available parking

The amount of parking on site is finite and the City can limit the use of the building and space with clear conditions of approval. The conditions would indicate the amount of parking that must be available with assurance that it will be clearly marked and enforced. If parking problems arise, the City can review the Conditional Use Permit and insist that the conditions be adhered to or revoke the permit for use of the space by the church.

Congestion interfering with other uses

Similar to the above issue of total parking on site, if the use of the parking lot poses problems or interference with other uses in the building and nearby on other sites, the City can review or revoke the Conditional Use Permit.

Additional parking off-site

With the limited parking on the site and parking demand for the proposed church use, the building owner and the church might make arrangements with another adjacent property for use of some parking at certain times – “joint parking” as permitted in the Zoning Code. If this were to be arranged:

- Such a joint parking agreement would have to be in writing and agreed to by the City and all property owners;
- The additional off-site parking would be sufficient to keep adequate parking for all other uses in the building at 1440 85th Avenue NE;
- The City would need to review the parking situation for the off-site property to determine that excess parking exists on that site and that allowing parking for the site at 1440 85th Avenue NE would not create parking, traffic, or safety problems on either site.

CONCLUSION

The provided parking of 25 spaces should be sufficient for the zoning code anticipated demand of 12 parking spaces, and applicant anticipated demand of 7 parking spaces. The church is a reasonable use of the property and should not be injurious to other neighboring property owners or tenants. Stantec recommends that the Planning Commission recommend approval of the Conditional Use Permit for 1440 85th Ave NE with the following conditions:

Approval

- 1) The property owners will reserve at least 11 spaces on Sunday morning for exclusive use by the church. The applicant and property owner would need to discuss the number of spaces the church needs during evenings and weekdays. The spaces for church use will be clearly marked and the building owner will enforce the use of them. If parking becomes a problem, in the City's opinion, on site or on the street, the City reserves the right to review the Conditional Use Permit and impose additional conditions, limit the use of the space, or revoke the Conditional Use permit for the church.
- 2) *Optional Condition – only if the Planning Commission anticipates issues with parking:* The property owner and church will arrange for off-site joint parking with an adjacent property
- 3) The church or the property owners will apply for a sign permit if and when the church wishes to install new signage, which will comply with the City's sign regulations.

Re: Conditional Use Permit, Jesus Christ International Ministry, 1440 85th Avenue NE

- 4) Any changes proposed to the exterior of the building or site as a result of this church use, other than signage, will be reviewed by City staff to see if such changes require review of the Conditional Use Permit. In such a case, the City reserves the right to refer the Conditional Use Permit to the Planning Commission and City Council and impose additional conditions or limit the use of the space.

Findings of Fact for Approval of the CUP

- 1) The proposed church use in an existing multi-tenant commercial building appears to not involve issues beyond parking. From information submitted by the applicant and owners, parking appears to be adequate.
- 2) It is reasonable and appropriate for the City to review and respond to potential parking issues on site which could result in traffic or safety issues. Such review may involve imposing additional conditions on the use, which is an appropriate function of the City's zoning authority.

Denial

The Planning Commission might recommend denial of the Conditional Use Permit for 1440 85th Ave NE, with findings for denial including the following:

Findings of Fact for Denial of the CUP

- 1) The commercial building at 1440 85th Avenue NE comprises approximately 8,000 square feet of space with approximately 25 parking spaces, a ratio of 3 spaces per 1,000 square feet of floor area, which is a low parking ratio for commercial space.
- 2) The proposed church use would lease 4,000 sq ft of space. If visitors to the church during business hours, peak hours, or off-peak hours are found to exceed the number of available parking spaces, then the ratio of parking for building will be inadequate for the uses on the property.
- 3) Therefore, based on current information from the property owner and the application, there is not a reasonable way to accommodate the parking needs of the proposed church use on this site without creating significant parking shortages, resulting in inconvenience or traffic and safety concerns for owners, leasers, and patrons of the uses in the area.

OPTIONS

- 1) Recommend approval of the CUP as presented with the recommended conditions and findings, or as modified by the Planning Commission.
- 2) Recommend denial of the CUP, with findings for denial for each.
- 3) Continue the items to a future meeting to gather more information or more discussion, including the potential for joint parking off-site.

60-DAY RULE

The Conditional Use Permit application was received on December 10, 2021 and was considered complete on January 18, 2022 with receipt of information on site and building use. The 60-day deadline for final action by the City Council is March 19, 2022.



City of Spring Lake Park
 1301 81st Avenue NE
 Spring Lake Park, MN 55432
 763-784-6491 (p) 763-792-7257 (f)
info@slpmn.org

For Office Use Only

Case Number:
 Fee Paid: \$2000.00
 Received by:
 Date Filed:
 Date Complete:
 Base Fee: 500 Escrow: 1500

12/10/21 #138311

DEVELOPMENT APPLICATION

TYPE OF APPLICATION (Check All That Apply)

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

PROPERTY INFORMATION

Street Address: 1940 85th Ave NE Spring Lake Park
 Property Identification Number (PIN#): 01-30-24-12-0038 Current Zoning:
 Legal Description (Attach if necessary):

APPLICANT INFORMATION

Name: Pastor Zulu John Hallory Business Name: Jesus Christ International Ministry
 Address: 2421 96th Way (J-CIM)
 City: Brooklyn Park State: MN Zip Code: 55444
 Telephone: 612-407-8105 Fax: E-mail: IsweetKing@gmail.com
 Contact: Title: Pastor

OWNER INFORMATION (if different from applicant)

Name: BRICKNER BLDG LLC Business Name: IsweetKing@gmail.com
 Address: 6240 Hwy 65 #207
 City: Fridley MN 55432 State: MN Zip Code: 55432
 Telephone: 763-245-9507 Fax: E-mail: rick@bricknerbuilders.com
 Contact: RICK BRICKNER Title: Owner

DESCRIPTION OF REQUEST (attach additional information if needed)

Existing Use of Property: VACANT OFFICE SPACE
 Nature of Proposed Use: for church services Current members 5 adults
 Reason(s) to Approve Request:

PREVIOUS APPLICATIONS PERTAINING TO THE SUBJECT SITE

Project Name: Date of Application:
 Nature of Request:

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

APPLICATION FEES AND EXPENSES:

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

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

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

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

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

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

☐ E-mail _____ ☐ Fax _____ ☐ USPS – Certified Mail

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

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

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

Applicant: **X**

Zyku John Valley

Date:

12/2/2021

Owner:

Richard T Buckner

Date:

11/20/21

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

City of Spring Lake Park
Conditional Use Permit Worksheet

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

1. That the proposed use at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community. _____

YES, we are Providing Religious Services
to the Community

2. That the proposed use will not be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity of the use or injurious to property values/ improvements within the vicinity of the use. _____

NO we are Providing
Education, and spiritual Counseling to
our Community, and some other Help

3. That the proposed use will comply with the regulations specified in Chapter 16 of the City Code. _____

yes we comply with City Code for
Church use, a church is located across
the Street, and one half blocks to the East.

4. That the proposed use shall not have a detrimental effect on the use and enjoyment of other property in the immediate vicinity. _____

NO, our services take place
only on Evening and weekend's.

5. That the proposed use will not lower property values or impact scenic views in the surrounding area. No

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

7. Sufficient off-street parking and loading space is available to serve the proposed use. _____

Yes, there is a parking lot that contains 20 plus parking spaces

8. That the proposed use includes adequate protection for the natural drainage system and natural topography. Yes

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

10. That the proposed use will not stimulate growth incompatible with prevailing density standards.

It will not

11. Please submit twelve copies of the following documents:

- a. Complete details of the proposed site development, including location of buildings, driveways, parking spaces, garages, refuse disposal areas, loading areas, dimensions of the lot, lot area and yard dimensions. The plans shall identify all adjoining properties
- b. An elevation of at least one building in detail and any sides facing onto all classes of residence districts, if different from the single elevation required.
- c. Complete landscaping plans, including species and size of trees and shrubs, proposed and required screening. *
- d. A site plan indicating final contours at two-foot vertical intervals. *
- e. Proposed sewer and water connections. *
- f. Complete plans for storm water drainage systems sufficient to drain and dispose of all surface water accumulations within the area. *
- g. Complete plans for proposed sidewalks to service parking, recreation and service areas within the proposed development. *
- h. Complete structural, electrical and mechanical plans for the proposed buildings. *
- i. Complete plans and specifications for exterior wall finishes proposed for all principal and accessory buildings. *

** Items required to be submitted if requested by the Zoning Administrator, Planning Commission or City Council.*

16.56 CONDITIONAL USE PERMITS

16.56.010 Purpose

16.56.020 Conditional Uses

16.56.030 Application Procedure

16.56.010 Purpose

The principal objective of this zoning title is to provide for an orderly arrangement of compatible building and land uses, and for the proper location of all types of uses required in the social and economic welfare of the city. To accomplish this objective, each type and kind of use is classified as permitted in one or more of the various districts established by this title. However, in addition to those uses specifically classified and permitted in each district, there are certain additional uses which it may be necessary to allow because of their unusual characteristics or the service they provide the public. These conditional uses require particular consideration as to their proper location in relation to adjacent established or intended uses, or to the planned development of the community.

16.56.020 Conditional Uses

Conditional use permits may be issued for any of the following:

- A. Any of the uses or purposes for which these permits are required or permitted by the provisions of this title;
- B. Public utility or public service uses or public building in any district when found to be necessary for the public health, safety, convenience, or welfare; or
- C. Commercial excavating of natural materials used for building or construction purposes, in any district.

16.56.030 Application Procedure

- A. *Initiation.* An application for a conditional use shall be in triplicate and may be made by any governmental unit, department, board, or commission or by any person or persons having a freehold interest, or a contractual interest which may become a freehold interest, applicable to the parcel described in the application.
- B. *Application content.* An application shall be by written petition in the form prescribed by the Zoning Administrator, signed by the applicant, and shall be filed with the Zoning Administrator. A fee as established by an ordinance of the City Council shall be required for the filing of the petition.
 - 1. In addition to the written petition, the following shall be required with an application for a conditional use:
 - a. Complete details of the proposed site development, including location of buildings, driveways, parking spaces, garages, refuse disposal areas, loading areas, dimensions of the lot, lot area, and yard dimensions. The plans shall identify all adjoining properties; and
 - b. An elevation of at least one building in detail and any sides facing onto all classes of residence districts, if different from the single elevation required.
 - 2. The following additional information may be required by the Zoning Administrator, Planning Commission, or City Council:

- a. Complete landscaping plans, including species and size of trees and shrubs, proposed and required screening;
- b. A site plan indicating final contours at two-foot vertical intervals;
- c. Proposed sewer and water connections;
- d. Complete plans for storm water drainage systems sufficient to drain and dispose of all surface water accumulations within the area;
- e. Complete plans for proposed sidewalks to service parking, recreation, and service areas within the proposed development;
- f. Complete structural, electrical, and mechanical plans for the proposed buildings; and
- g. Complete plans and specifications for exterior wall finishes proposed for all principal and accessory buildings.

3. Twelve copies of all required plans shall be submitted at the time of application. Applicant shall also provide all application materials in an electronic format as prescribed by the Zoning Administrator.

C. *Hearing notice.* Notice of the time and place of the public hearing shall be given not more than 30 nor less than ten days in advance by publishing a notice in the official newspaper of the city and by like notification, at least ten days prior to the date of public hearing, to the owner or owners of property within 350 feet of the subject property. This notice shall describe the particular conditional use and shall contain a brief description thereof. City Assessor tax records shall be deemed sufficient for the location or certification of ownership of the adjacent properties.

D. *Public hearing.* The public hearing shall be held.

E. *Findings and recommendations.* The Planning Commission shall then make its findings and recommendations to the City Council within 30 days following the end of the public hearing.

1. The City Council may then authorize the conditional use permit, provided the applicant has provided evidence establishing the following:

- a. The proposed use at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;
- 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;
- 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;
- d. The use is one of the conditional uses specifically listed for the district in which it is to be located;
- e. The proposed use shall not have a detrimental effect on the use and enjoyment of other property in the immediate vicinity;
- f. The use will not lower property values or impact scenic views in the surrounding area;
- g. Existing streets and highways and proposed access roads will be adequate to accommodate anticipated traffic;

- h. Sufficient off-street parking and loading space will be provided to serve the proposed use;
- i. The use includes adequate protection for the natural drainage system and natural topography;
- 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
- k. The proposed use will not stimulate growth incompatible with prevailing density standards.

- 2. If no recommendation is transmitted by the Planning Commission within 60 days after the date of the hearing, the City Council may take action without awaiting the recommendations.

F. *Conditions.* The City Council may impose conditions and safeguards upon the premises benefitted by a conditional use as may be necessary to prevent injurious effects therefrom upon other property in the neighborhood.

G. *Term.* No conditional use permitting the erection or alteration of a building shall be valid for a period longer than one year unless the building is erected or altered within that period, unless a longer time is specified when permit is issued. An extension may be applied for, in writing, before the City Council.

H. *Violations; suspension and revocation.*

- 1. Violation of the conditions and safeguards, when made a part of the terms under which the conditional use is granted, shall be deemed a violation of this title. If within ten days of written notice from the Zoning Administrator the violation has not been corrected, the City Council may pursue the following procedure to suspend or revoke the permit.
 - a. Written notice of suspension or revocation shall be provided to the permittee, as provided in Paragraph H,1,b, at least ten business days prior to the permit being suspended or revoked.
 - b. Notice to the permittee and owner of record shall be served personally or sent by first class mail. Such written notice of suspension or revocation shall contain the effective date of the suspension or revocation, the nature of the violation constituting the basis of the suspension or revocation, the facts which support the conclusion that a violation has occurred and a statement that if the owner desires to appeal, the owner must, within ten business days, exclusive of the day of service, file a request for a hearing.
 - c. The hearing request shall be in writing, stating the grounds for appeal and served personally or received by first class mail by the Administrator, Clerk/Treasurer at City Hall not later than 4:30 p.m. on the tenth business day following notice of suspension or revocation.
 - d. Following the receipt of a request for hearing, the City Council shall set a time and place for the hearing. The Administrator, Clerk/Treasurer shall notify the permittee of the time and place of the hearing in the same manner as prescribed in Paragraph H,1,b.
 - e. The hearing shall be conducted pursuant to the Administrative Procedures Act, M.S. §§ 14.57 to 14.70, as it may be amended from time to time. The City Council may act as the hearing body under that act, or it may contract with the Office of Administrative Hearings for a hearing officer.

2. In addition to the potential suspension or revocation of the conditional use permit, violations are punishable under SLPC 16.60.070. The city's enforcement rights are cumulative and no action taken by the city shall prohibit the city from seeking any other remedy under this section or at law.



PREMIER
COMMERCIAL
PROPERTIES

FOR LEASE

1440 85th Ave NE Spring Lake Park MN 55432



For Lease: Office

1440 85th Ave NE Spring Lake Park, MN 55432

PROPERTY FEATURES

- ♦ **CONVENIENT LOCATION ON HWY 65**
- ♦ **TWO SECOND LEVEL OFFICE SUITES**
- ♦ **PRIVATE BATHROOMS**
- ♦ **PRIVATE ENTRANCE**

PROPERTY DETAILS:

2000 SF APPROX. PER UNIT

\$900.00 PER MONTH GROSS

FOR MORE INFORMATION, CONTACT

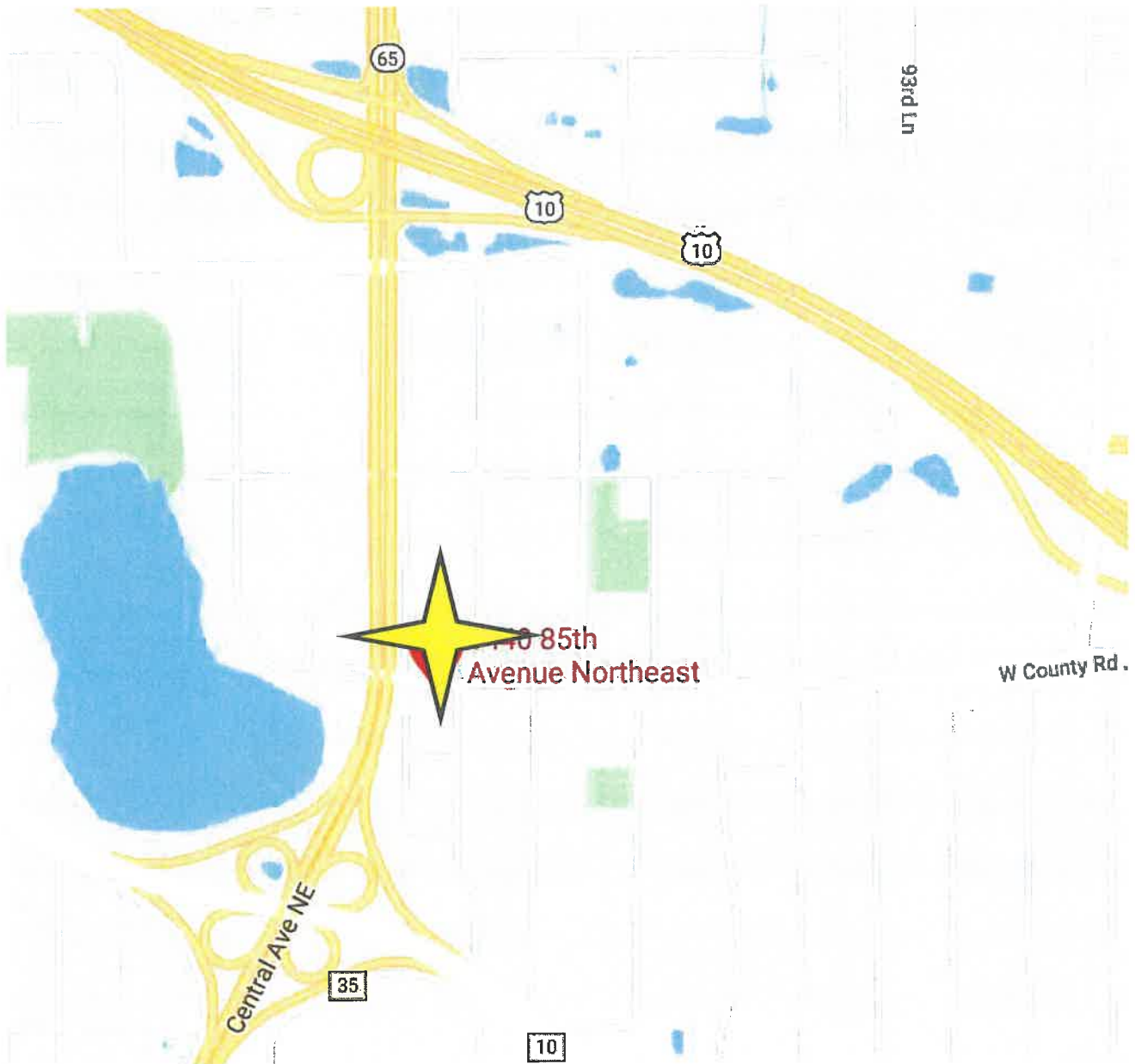
Bradee Thompson
763.862.2005



PREMIER
COMMERCIAL
PROPERTIES

FOR LEASE

1440 85th Ave NE Spring Lake Park MN 55432

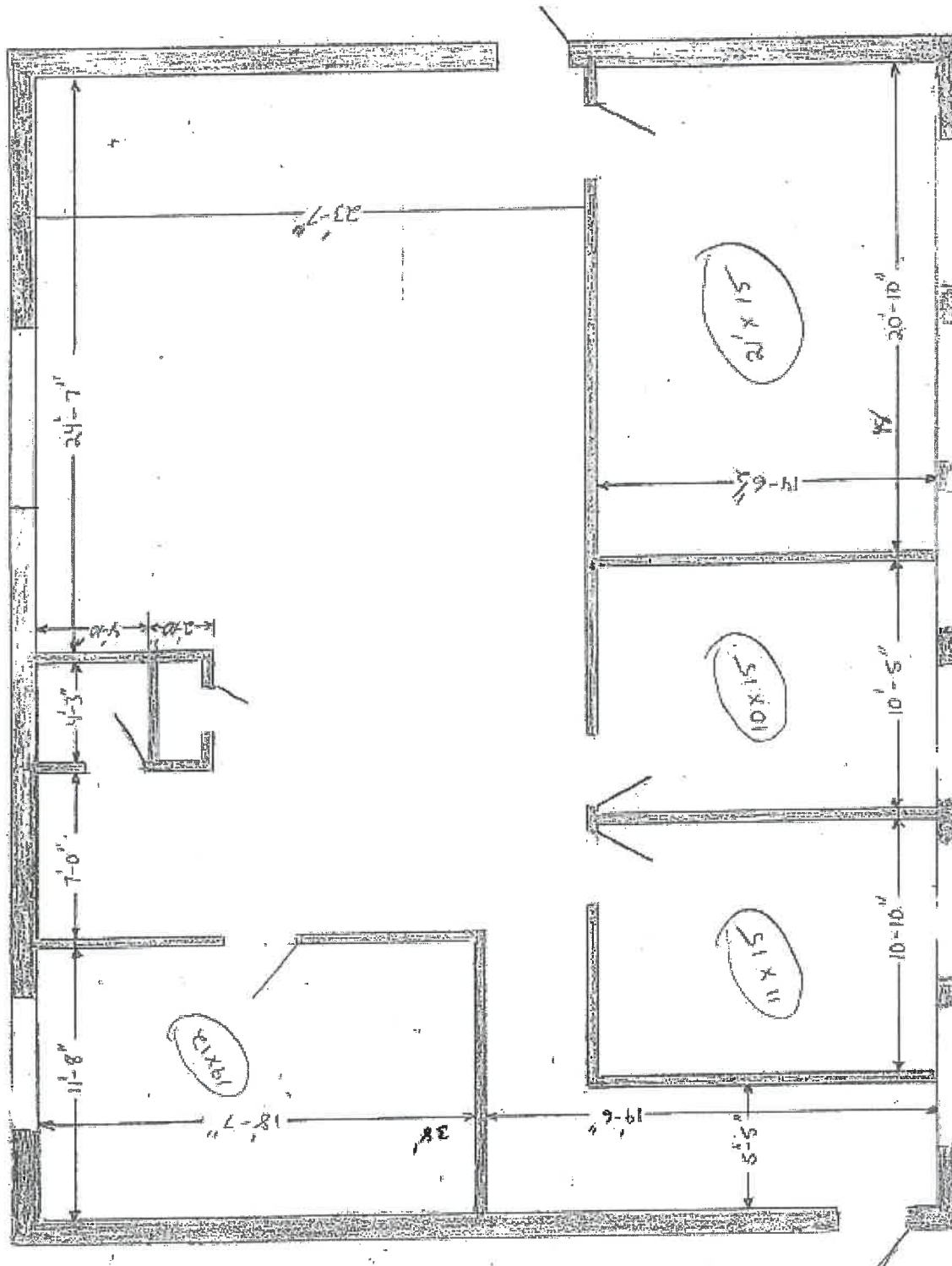




PREMIER
COMMERCIAL
PROPERTIES

FOR LEASE

1440 85th Ave NE Spring Lake Park MN 55432







PREMIER
COMMERCIAL
PROPERTIES

FOR LEASE

1440 85th Ave NE Spring Lake Park MN 55432



From: [CYNTHIA BRAAM](#)
To: [Walburg, Lauren](#)
Cc: [rick@bricknerbuilders.com](#); [Lincoln, Michelle](#); [Bradee Thompson](#)
Subject: RE: Jesus Christ International Ministry at 1440 85th Ave NE - Conditional Use Permit Application
Date: Tuesday, January 18, 2022 2:25:18 PM
Attachments: [85th Plat.pdf](#)

Hi Lauren –

Attached is a Platt and aerial view. The parking lot is across the street from the building.

From: Bradee Thompson <BThompson@premiercommercialproperties.com>
Sent: Tuesday, January 18, 2022 1:26 PM
To: Walburg, Lauren <Lauren.Walburg@stantec.com>; CYNTHIA BRAAM <CJBraam@msn.com>
Cc: [rick@bricknerbuilders.com](#); Lincoln, Michelle <Michelle.Lincoln@stantec.com>
Subject: RE: Jesus Christ International Ministry at 1440 85th Ave NE - Conditional Use Permit Application

Hi Lauren,

See attached fully executed lease. The lease is contingent upon CUP approval.

Bradee N. Thompson

Direct 763.235.2066 | Main 763.862.2005

Mobile 612.355.0750 | bthompson@premiercommercialproperties.com



From: Walburg, Lauren <Lauren.Walburg@stantec.com>
Sent: Tuesday, January 18, 2022 1:02 PM
To: CYNTHIA BRAAM <CJBraam@msn.com>
Cc: [rick@bricknerbuilders.com](#); Bradee Thompson <BThompson@premiercommercialproperties.com>; Lincoln, Michelle <Michelle.Lincoln@stantec.com>
Subject: RE: Jesus Christ International Ministry at 1440 85th Ave NE - Conditional Use Permit Application

Hi Cynthia,

Thank you so much for this information – it is very helpful for our review of the Conditional Use Permit request.

For parking, where are the 32 spaces you mentioned located? It would be helpful if you could outline where those are located on an aerial or site plan.
Do you have a formal lease agreement with the church, or is that the next step after CUP approval?

Thanks so much!
Lauren

Lauren Walburg

Urban Planner

Direct: 612 712-2071

Lauren.Walburg@stantec.com

Stantec

733 Marquette Avenue Suite 1000

Minneapolis MN 55402-2309



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From: CYNTHIA BRAAM <CJBraam@msn.com>

Sent: Monday, January 17, 2022 4:06 PM

To: Walburg, Lauren <Lauren.Walburg@stantec.com>

Cc: rick@bricknerbuilders.com; BThompson@premiercommercialproperties.com

Subject: RE: Jesus Christ International Ministry at 1440 85th Ave NE - Conditional Use Permit Application

Hi Lauren –

Rick is out of town, so I did not see your email until this past weekend.

Perhaps the church has already responded with the information you are looking for. If not, I can provide the following:

- Area in sq ft of the space you are leasing. 4,000 Sq feet
- Total parking spaces on the property (for all uses, not just the proposed church). We figured approx. 32 spaces.
- Uses and square footage of other businesses in the building.

There is an additional 4,000 Sq feet that is leased by two other tenants

Tattoo Artist

Retail/online ManCave items

Both are very limited use of the parking lot. The owner and probably one customer at a time during their open hours, which would typically not include Sunday morning.

Please let me know if I can look up additional information for you,

Cindy Braam

From: Rick Brickner <rick@bricknerbuilders.com>
Sent: Saturday, January 15, 2022 9:39 AM
To: Gary and Cindy Braam (cjbraam@msn.com) <cjbraam@msn.com>
Subject: Fwd: Jesus Christ International Ministry at 1440 85th Ave NE - Conditional Use Permit Application

Get [Outlook for iOS](#)

From: Walburg, Lauren <Lauren.Walburg@stantec.com>
Sent: Friday, January 14, 2022 2:59:36 PM
To: 1sweetking@gmail.com <1sweetking@gmail.com>; Rick Brickner <rick@bricknerbuilders.com>
Cc: Carlson, Phil <Phil.Carlson@stantec.com>; Lincoln, Michelle <Michelle.Lincoln@stantec.com>; Daniel Buchholtz <dbuchholtz@slpmn.org>
Subject: RE: Jesus Christ International Ministry at 1440 85th Ave NE - Conditional Use Permit Application

Hello Pastor Zyku John Yalley and Rick,

Could you please respond to my questions below at your earliest convenience? We will need this information by Tuesday morning in order to put together a complete report for the Planning Commission meeting on 1/24. Rick, you may be in a better position to answer some of these questions.

Thank you so much, and do not hesitate to give me a call at 612-712-2071 if you have any questions or would prefer to answer these over the phone.

Lauren

Lauren Walburg

Urban Planner

Direct: 612 712-2071

Lauren.Walburg@stantec.com

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Minneapolis MN 55402-2309



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From: Walburg, Lauren

Sent: Tuesday, January 11, 2022 3:59 PM

To: 1sweetking@gmail.com; rick@bricknerbuilders.com

Cc: Carlson, Phil <Phil.Carlson@stantec.com>; Lincoln, Michelle <Michelle.Lincoln@stantec.com>

Subject: Jesus Christ International Ministry at 1440 85th Ave NE - Conditional Use Permit Application

Hello,

I am the planner for Spring Lake Park and will be reviewing your application for a Conditional Use Permit for Jesus Christ International Ministry in the building at 1440 85th Ave NE.

I understand from your application that there are no changes proposed to the site or exterior of the building. One of the key issues with use of a multi-tenant building like this (for any kind of use, not just churches) is parking. We need to know:

- Area in sq ft of the space you are leasing.
- Seating capacity of the meeting spaces and/or classrooms you propose within the area you are leasing. Maybe there will be one large sanctuary or gathering space for church services plus smaller rooms/classrooms for other meetings, Sunday school, etc. We need to know the seating capacity of all of these spaces.
- Number of employees/staff/volunteers on site at the busiest time.
- Total parking spaces on the property (for all uses, not just the proposed church).
- Number of parking spaces available to the church at its peak times, which we assume to be Sunday morning and one or more evenings during the week.
- Evidence of a written agreement between the property owner and the church that these parking spaces will be available for the church.
- Uses and square footage of other businesses in the building.
- Will there be any change to exterior signage on the building? If so, please provide a description and scaled drawing of the signage.

If you could provide as much of this information as possible by **Friday 1/14** (at the latest), that would be most helpful in keeping us on track for the January 24th planning commission meeting.

Please don't hesitate to reach out with any questions!

Thanks,
Lauren

Lauren Walburg

Urban Planner

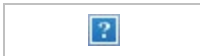
Direct: 612 712-2071

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Brickner/Braam Office Building
Brickner Braam, LLC
1458 85th Ave. NE
Spring Lake Park, MN 55432

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE is made this ____ day of _____ 2021 by and between Brickner Braam, LLC, a Minnesota Limited Liability Company (hereinafter called "Landlord"),
and Jesus Christ International Ministry (Pastor Zuko John Yalley) (hereinafter called "Tenant").

WITNESSETH

SECTION 1. PREMISES.

- (a) Subject to and upon the terms, provisions and conditions hereinafter set forth, and each in consideration of the duties, covenants, and obligations of the other hereunder, Landlord does hereby lease, demised and let to Tenant and Tenant does hereby lease from Landlord those certain premises (the "Premises") in the building and known as Brickner/Braam Office Building (the "Building") comprising Rentable Area of 4,000 square feet approximately, at 1450 85th AVE NE and 1440 85th AVE NE
- (b) The term "Rentable Area", as used herein shall refer to the area or areas of space within the Project determined as follows:

- (1) Rentable Area if the Tenant leases the entire Building is determined by measuring from the outside surface of the outer glass and exterior wall to the outside surface of the opposite outer glass and exterior wall and shall include all areas within the outside walls; and
- (2) Rentable Area if the Tenant leases part of the Building shall include all space within the demising walls (measured from the mid-point of demising walls and in the case of exterior walls, measured as defined in (1) above, plus Tenant's proportionate share of any areas in the Building devoted to entranceways, lobbies, corridors and toilet rooms shared by tenants in the Building ("Common Areas").

SECTION 2. TERM.

The term of this Lease shall be for a period of 48 months, Commencing on the _____ and terminating on the _____ unless sooner terminated or extended as hereinafter provided.

SECTION 3. RENTAL.

As rental for the Premises, tenant shall pay the Landlord the sum of Seventeen Hundred Dollars (\$1,700.00 per month). Which rental shall be paid in advance, without set-off, deduction or demand, on or before the first day of each and every month during term of lease.

SECTION 4. TENANT'S SHARE OF REAL ESTATE TAXES.

Intentionally Deleted

SECTION 5. PARKING AREA.

Landlord grants to Tenant, its customers and employees, the right to use the parking area adjacent to the Building. Such use of the parking area shall be limited to vehicular parking and ingress and egress, unless Tenant obtains prior written consent of Landlord for some other use.

SECTION 6. MAINTENANCE, INSURANCE AND UTILITIES.

- (a) **Parking Area and Structural Maintenance.** Landlord shall, at its own expense, maintain, landscape, clean, stripe, and provide necessary utilities for and remove dirt and snow from the parking area; maintain the bituminous surface areas and sidewalks; maintain, replace or repair the roof, foundation, exterior walls plumbing and utility lines and structural members of the Premises and the building of which the Premises are a part.
- (b) **Tenant's obligations of Repair, Replacement and Maintenance.** Tenant, at its sole cost and expense, shall keep and maintain the Premises, including all glass, glass windows, and glass doors and their appurtenant sills and frames, and all light fixtures, light bulbs, appliances, equipment, plumbing and utility fixtures thereon in good appearance, condition and repair, ordinary wear and tear excepted, and keep the same free from filth, nuisance or danger of fire, and in all respects and at all times use and maintain the Premises in a manner which will fully meet and comply with all health, police and fire regulations and ordinances and all other laws which are now in force or which may thereafter be enacted by any governmental body or agency now or hereafter having jurisdiction of the premises. All repairs made by Tenant shall be at least equal to the original work in class and quality. During the term of this Lease, Tenant shall replace all glass on the Premises which may be damaged in any way from the interior with glass of the same kind and quality. Tenant shall not do or have anything on the Premises, or permit anything to be done or kept thereon, that would increase insurance rates on the Premises or that could cause a cancellation of any insurance on the building in which the Premises are located. Tenant shall not do or permit to be done any act or thing on the Premises that disturbs the quiet enjoyment of any other occupant of the building in which the Premises are located. Tenant shall neither commit nor permit any waste or nuisance upon the Premises.
- (c) **Maintenance of Common Areas.** Landlord, at its sole cost and expense, shall keep and maintain the Common Areas in good appearance, condition and repair, including, but not limited to, maintenance and repair of exterior doors, bathroom doors, water heaters, ceramic tile, plumbing, electrical and other utility lines, and fixtures, fans, light fixtures, and bulbs, and windows; including glass that maybe damaged from the outside provided, however, that if the Premises have their own private entry and/or toilet facilities, Tenant shall provide all such maintenance.
- (d) **Tenant's Insurance.** During the term of this Lease, Tenant shall maintain, in full force, a policy of public liability insurance, with an insurance company acceptable to Landlord, in which Landlord and Tenant are named as insured's and under which the insurer agrees to defend, indemnify and hold Landlord and Tenant harmless within the policy limits from and against all costs, expense and liability arising out of or based upon any and all personal injuries sustained and accidents occurring in or about the Premises as an alleged consequence of any act or omission on the Premises. Evidence of such insurance shall be furnished by Tenant when Tenant takes occupancy and the term of the lease begins. Said insurance shall provide it shall not be cancelled without at least thirty (30) days prior written notice to Landlord. Not less then Fifteen (15) days prior to the expiration date of said policy or policies, Tenant shall furnish Landlord satisfactory evidence that such required insurance has been provided or renewed and the premium paid.
- (e) **Utilities.** Landlord shall pay all charges for water, gas furnished to the Premises; Tenant shall pay all charges for telephone and other utility services (Electric) furnished to the Premises, which charges shall be billed directly by the utility companies.

SECTION 7. SECURITY DEPOSIT.

Tenant shall deposit with Landlord Seventeen Hundred (\$1,700.00) for security deposit according to the payment schedule below. It is agreed that in the event Tenant defaults in respect of any of the terms, provisions, and conditions of this Lease, Landlord may use, apply or retain the whole or any part of the security deposit to the extent required for the payment of any rent and additional rent or any other sum as to which Tenant is in default or for any sum which Landlord may be required to expend by reason of Tenant's default in respect of any of the terms, covenants, and conditions of this Lease, including, but not limited to, any damages or deficiency in the reletting of the Premises, whether such damages or

deficiency accrued before or after summary proceedings or other re-entry by Landlord. It is expressly intended, understood and agreed that the right of the Landlord to use the security deposit as aforesaid in no manner limits or precludes the Landlord from exercising such other rights and remedies as are provided in this Lease. Interest earned on the security deposit, if any, shall belong to the Landlord.

In the event that tenant shall fully and faithfully comply with all the terms, provisions, covenant, and conditions of this Lease, the security deposit of Seventeen Hundred (\$1,700.00) shall be returned to Tenant after the date fixed as the end of the Lease and after delivery of the entire possession of the Premises to Landlord.

In the event that Landlord sells or assigns its interest in the Premises, as provided in Section 14 hereof, upon delivery of the security deposit to such purchaser or assignee of Landlord's interest, thereupon Landlord shall be discharged from any further liability with respect to such deposit and Tenant agrees to look to such purchaser or assignee for the return of the same.

SECTION 8. PAYMENTS TO LANDLORD.

All payments due under this lease shall be paid by Tenant to Landlord at:
Brickner Braam, LLC; 6240 Highway 65 NE. - Suite 207, Fridley, MN 55432 or at such other place or places as Landlord may from time to time require in writing.

SECTION 9. EQUIPMENT AND TRADE FIXTURES.

Whether owned by Landlord at the commencement of the term, subsequently purchased by Landlord, or purchased by Tenant, all equipment considered necessary to the general operation and maintenance of the Premises shall be the property of the Landlord.

Trade fixtures, including machinery and other equipment which are supplied and used by Tenant in the conduct of its business and which are not necessary for the general operation and maintenance of the Premises shall be the property of Tenant and may be removed by Tenant at any time prior to termination of this Lease or shall be removed by it upon demand of Landlord at the expiration thereof. Any such fixtures remaining on the Premises after the expiration of their term of this Lease, upon reasonable notice from Landlord to Tenant, shall be deemed abandoned by Tenant and shall become the Property of Landlord. In the event that, in Landlord's sole judgment, any removal of said fixtures shall injure or damage the Premises, Tenant shall repair such injury or damage to the Premises at its expense.

SECTION 10. USE; COMPLIANCE WITH LAWS, QUIET ENJOYMENT

- (a) Tenant covenants and agrees so long as this Lease remains in force to use and occupy the premises for office use and for no other purpose or purposes whatsoever without the prior written consent of Landlord.
- (b) Tenant shall not commit or permit any act to be performed on the premises or omission to occur which will be in violation of any statute, regulation or ordinance of any governmental body, or which will increase the insurance on the building, or which will be in violation of any insurance policy carried on the Premises by Landlord. Tenant agrees to defend, indemnify and hold Landlord harmless against all costs, expenses, liabilities, losses, fines, penalties, claims and demands, arising out of any violation or act of default of Tenant in the conditions and covenants of this Lease.
- (c) Landlord covenants and agrees with Tenant that upon Tenant paying the rent and performing all of the terms and conditions of Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises hereby leased, subject, nevertheless, to the terms and conditions of this Lease.
- (d) Tenant agrees that the entire Building will be a non-smoking area.

SECTION 11. DESTRUCTION OR CONDEMNATION.

In the event that the Premises shall become untenable or unfit for occupancy, in whole or in part, by the total or partial destruction of the said building by fire or other casualty or through condemnation proceedings and Landlord shall fail or refuse within thirty (30) days after written notice of

the same from Tenant to agree in writing to commence restoration of the said Premises within ninety (90) days of such notice, this Lease may be terminated by either Landlord or Tenant in writing. In the event the Landlord shall agree in writing to commence restoration of the Premises within the said time, the rent to be paid hereunder pending such restoration shall be abated in proportion to the loss and impairment of the use of the Premises. It is agreed by and between the parties hereto that in the event of condemnation by public authorities of the whole or any part of the Premises, the landlord shall be entitled to the entire award for the land and buildings and all other sums, but nothing herein contained shall be construed to prevent the Tenant from asserting and recovering damages against the condemners for damages occurring by reason of such condemnation for removal expenses for Tenant's personal property and trade fixtures. The term condemnation shall include the exercise of any similar power and any purchase or other acquisition in lieu of condemnation.

SECTION 12. DAMAGE TO TENANT'S PROPERTY.

Tenant, as a material part of the consideration to be rendered to Landlord under this Lease, Hereby waives all claims against Landlord for damage to goods, wares and merchandise, in, upon or about the Premises and for injuries to persons in or about the Premises, caused by theft, burglary, fire, water, snow, gas, electricity, or any other cause whatsoever arising at any time; and Tenant will defend, indemnify and hold harmless the Landlord from and against all claims of whatever nature arising from any accident, injury or damage to person or property during the term hereof in or about the Premises or arising from any accident, injury or damage to personal property occurring outside of the Premises but within the Project, where such accident, injury or damage or negligence on the part of Tenant, or on the part of any of its licensees, agents, invitees, servants or employees. This indemnity agreement shall include indemnity against all costs, claims, expense, penalties, liens and liabilities incurred in or in connection with any such claim or proceeding brought thereon and in the defense thereof, including attorneys' fees.

SECTION 13. ALTERATIONS.

Tenant shall not make any alterations or additions of any nature whatsoever to the Premises without the express written consent of Landlord. All alterations and additions made with the consent of the Landlord shall be at the sole cost and expense of Tenant and shall immediately become and be the sole property of Landlord and Landlord shall in no way be liable to compensate Tenant for the cost thereof. Tenant shall not permit any mechanic's, materialmen's, or other lien to stand against the Premises for work or material furnished to Tenant and shall deposit sufficient security with Landlord for the due payment of such alteration and additions.

SECTION 14. ACCESS BY LANDLORD.

Landlord, or its duly authorized agents may enter the Premises at all reasonable times for the purpose of inspecting the Premises, showing same to prospective purchasers or tenants, or making any repairs, alterations, or improvements which Landlord, in its sole discretion, deems necessary.

SECTION 15. ASSIGNMENT AND SUBLEASING.

Tenant shall not sell, assign, sublet or in any way set over any of its right, title and interest in this Lease, or permit this Lease to be transferred without the written consent of landlord first being had and obtained. In the event of such consent being given, Tenant's obligations in terms of this Lease shall not terminate, but shall be in addition to the obligation of the assignee or sublessee of Tenant.

Landlord may at any time, without Tenant's consent, sell, transfer and convey the Premises and assign its interest in this Lease. In the event of transfer of Landlord's interest in the Premises, Landlord shall be automatically freed and relieved from and after the date of such transfer of all liability hereunder, provided that any funds in the hands of Landlord in which Tenant has an interest shall be turned over to the transferee, in trust for application pursuant to the provisions hereof, and any amount then due and payable to Tenant by landlord under any provision of this Lease shall be paid to Tenant.

SECTION 16. SIGNS

Tenant shall not erect or permit to be erected on the Premises, any signs or lighted decorations of any kind or nature without the prior written consent of Landlord.

SECTION 17. DEFAULT AND REMEDIES.

per EXHIBIT
12. COST
by Tenant
24

(a) Events of Default. In the event that:

- (1) Tenant fails to make payment of any amount due by the terms of this Lease on the due date thereof; or
- (2) Tenant defaults in any of the covenants, agreements, stipulations or conditions herein contained; or
- (3) Tenant shall make an assignment for the benefit of creditors; or
- (4) A voluntary or involuntary petition is filed by or against Tenant under any law for the purpose of adjudication of Tenant as bankrupt, or for the extension of the time, payment, composition, arrangement, adjustment, modification, settlement, or satisfaction of the liabilities of Tenant, or for the reorganization of Tenant under the Bankruptcy Act of the United States or any future law of the United States having the same general purpose; or a receiver is appointed for Tenant by reason of insolvency of Tenant; and such adjudication, order, judgment, decree, custody or supervision has not been vacated or set aside or otherwise terminated or permanently stayed within sixty (60) days after the date of entry or beginning thereof;

The occurrence of such event shall be a breach of this Lease and considered a default hereunder.

(b) Remedies in Default.

Upon the occurrence of an event of default as set forth in Section 17 (a) hereof the Landlord may, at its option, at any time hereafter, give written notice to Tenant specifying such event of default and stating that this Lease and the term demised shall expire and terminate on the date specified in such notice, which shall be at least ten (10) days after giving of such notice; provided that no written notice of the default described in 17 (a) shall be required for the Landlord's remedies under this Section to become effective and Tenant shall surrender the Premises to Landlord but shall remain fully liable hereunder for all rents to be paid and covenants to be performed by Tenant during the then remaining balance of the term of this Lease.

In the event that the term of this Lease shall terminate as provided in this Section before the expiration date originally fixed, or in the event Tenant is dispossessed or removed there from by summary proceedings or otherwise, Landlord, at its option, may elect from time to time to rent the Premises or any part thereof in its own name, or for the account of Tenant, for the remainder of the term of this Lease or for a longer period of which said remainder is a part, or for a shorter period or periods, at such rentals and upon such terms as Landlord deems best, and may receive rents therefore applying any monies collected for the remainder of such term, first, to the payment of such reasonable expense, including reasonable attorneys' fees, to which Landlord may have been put to obtain possession, accomplish such reletting and care for the Premises while vacant; and, second, the balance of the net amount of the rents to the performance of Tenant's obligations under this Lease. Any surplus shall belong to Landlord but Tenant shall remain liable for any deficiency. In the event of a reletting of the Premises, Tenant agrees to pay to Landlord as damages for such breach (notwithstanding any entry or re-entry by Landlord, whether by summary proceedings, termination or otherwise) any excess of amounts payable as rent which shall be collected and received by Landlord as provided above for the Premises during the residue of such term. Such damages shall be paid in equal monthly payments on the rent payment dates provided by the Lease, as the amount of such excess shall from time to time be ascertained.

At any time after termination of this Lease as above provided, and immediately upon the occurrence of an event of default specified in Section 17 (a) (3) or (4), Landlord may, at Landlord's option, without notice or other action by Landlord, become entitled to recover from Tenant, as damages for such breach, an amount equal to the difference between the rent reserved in this Lease for the balance of the Lease term and then fair and reasonable rental value for the same period. Said damages shall become immediately due and payable to Landlord. In the computation of such damages, the difference between any installment of rent thereafter becoming due and the fair and reasonable rental value of the Premises for the period for which such installment was payable shall be discounted at the rate of not more than four percent (4%) per annum.

- (c) Cumulative Rights. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy herein or now or hereafter existing at

- law or in equity or by statute.
- (d) **Late Charge.** In the event Tenant fails to pay any installment of rent hereunder as and when such installment is due, or any other charge payable hereunder as and when such charge is due, Tenant, if permitted by law, shall pay to Landlord on demand a late charge if an amount equal to one and one-half percent (1.5%) of such installment or other such charge, or \$50.00, whichever is greater, and failure to pay such late charge within ten (10) days after demand therefore shall be an event of default hereunder. The provision for such late charge shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting landlord's remedies in any manner.
 - (e) **Other Remedies of Landlord.** Landlord, after notice to Tenant, may perform for the account of Tenant any covenant in the performance of which Tenant is in default. Tenant shall pay to Landlord as additional rent upon demand any amounts, which Landlord shall have paid by reason of failure of Tenant to comply with any covenant or provision of this Lease, in connection with prosecution, or defense or any proceedings instituted by reason of default of Tenant.
 - (f) **Effect of Waiver of Forbearance.** No waiver by Landlord of any breach by Tenant of any of its obligations, agreement or covenants hereunder shall be a waiver of any subsequent breach of any obligation, agreement or covenant, nor shall any forbearance by landlord of its right and remedies with respect to such or any subsequent breach constitute such a waiver. No waiver, change, modification or discharge by either party hereto of any provision of this Lease shall be deemed to have been made or shall be effective unless expressed in writing.

SECTION 18. SUBORDINATION.

This Lease shall be subject to the lien of any prior existing mortgage or mortgages and shall be subordinate to any mortgage or mortgages which at any time may be placed upon the Premises by Landlord, its successors or assigns, and to any replacements, renewals, or extensions thereof, and Tenant agrees, at any time, on demand, to execute and deliver any instruments, estoppel agreements, releases or other documents that may be required for any purpose, including subjecting and subordinating this Lease to the lien of any such mortgage or mortgages. Tenant further agrees to modify provisions of this lease as reasonably required by Landlord's mortgage lenders.

If any mortgagee shall elect to have this Lease prior to the lien of its mortgage, and shall give written notice thereof to Tenant, this lease shall be deemed prior to such mortgage.

SECTION 19. NOTICE.

Any notice which is required to be given by either party to the other party shall be in writing and shall be sent by registered mail to Landlord at 6240 Highway 65 – Suite 207, Fridley, MN 55432 or such other places as Landlord may from time to time in writing require, and by first class prepaid mail to Tenant at the Premises.

SECTION 20. SUCCESSORS AND ASSIGNS.

The covenants and agreements herein contained shall bind and inure to the benefit of the Landlord (except that Landlord shall have no further liability after sale of the Premises), its successors and assigns, and to the Tenant and its permitted successors and assigns.

SECTION 21. HOLDING OVER.

If Tenant remains in possession of the Premises or any part thereof after the expiration or termination of this Lease without the express written consent of Landlord, Tenant shall pay as liquidated damages twice the rent which Tenant was obligated to pay for the month immediately preceding the end of the term of this Lease for each month or any part thereof of any such holdover period. No holding over by tenant shall operate to extend the lease term; in the event of any unauthorized holding over, Tenant shall indemnify Landlord against all claims for damages by any other tenant to whom Landlord may have leased all or any part of the Premises covered hereby effective upon the termination of this Lease. Any holding over with the consent of Landlord in writing shall thereafter constitute this Lease Agreement a lease from month to month.

SECTION 22. PARTIAL INVALIDITY.

If any term or provision of this Lease shall be held invalid or unenforceable, the remaining terms

and provisions of this Lease shall not be affected thereby, but each term and provision shall be valid and be enforced to the fullest extent permitted by law.

SECTION 23. GOVERNING LAW.

This lease shall be governed, construed and enforced in accordance with the laws of the State of Minnesota.

SECTION 24. OPTION TO RENEW.

Intentionally deleted

SECTION 25. WHOLE AGREEMENT.

This is the whole agreement between the parties and any alterations or additions hereto shall have effect only if reduced to writing and signed by both parties or their duly authorized representative.

IN WITNESS WHEREOF, the Landlord and Tenant have duly executed this Lease on the day and year first written above.

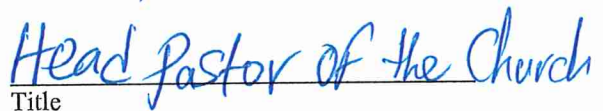
LANDLORD:

Richard T. Brickner
Brickner Braam, LLC

TENANT:

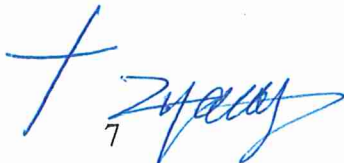


Jesus Christ International Ministry
Pastor Zukob Valley



Title

Contingent upon Approval of Tenant's Conditions /
USE permit with City of Spring Lake Park by
FEB 28, 2022


7

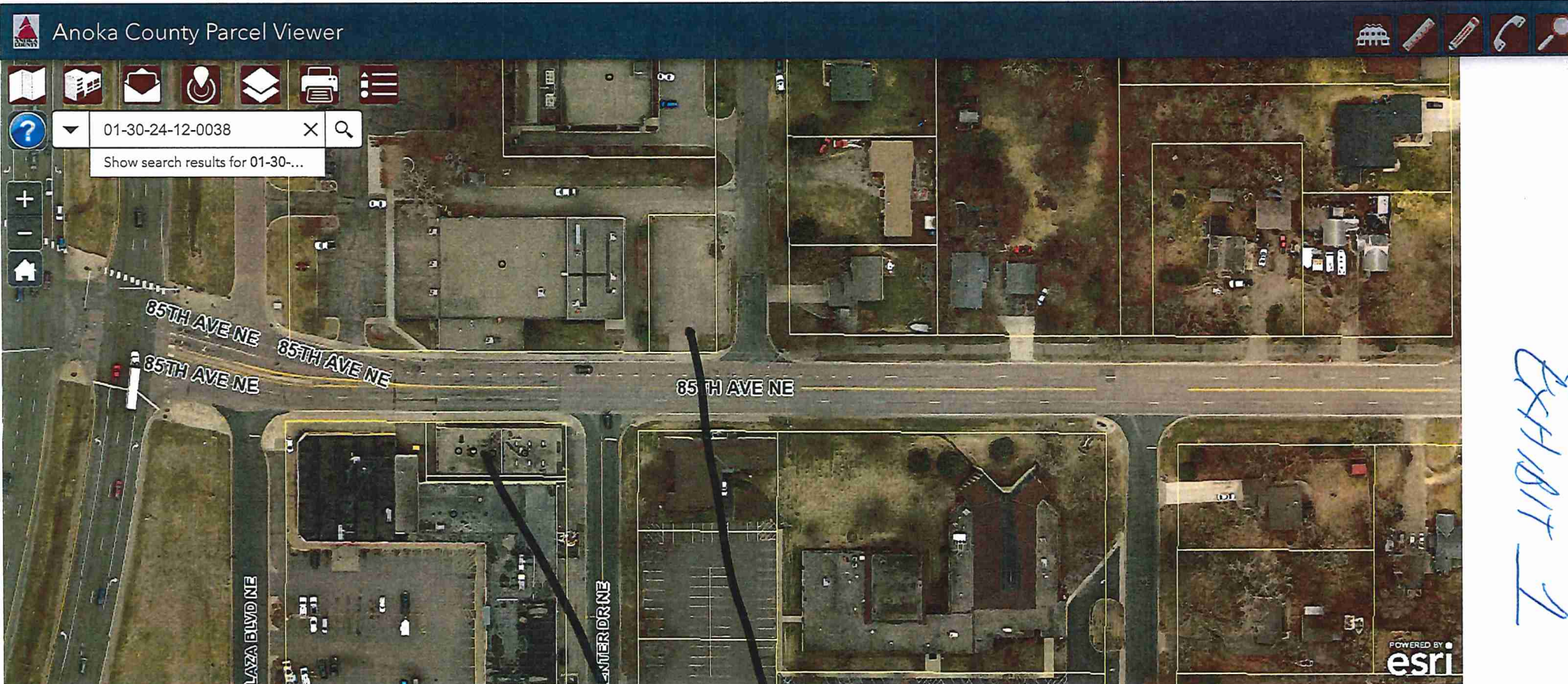
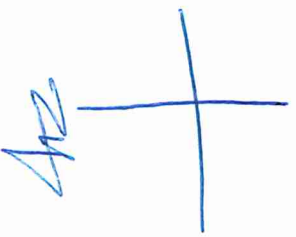


EXHIBIT 1

Building

Parking



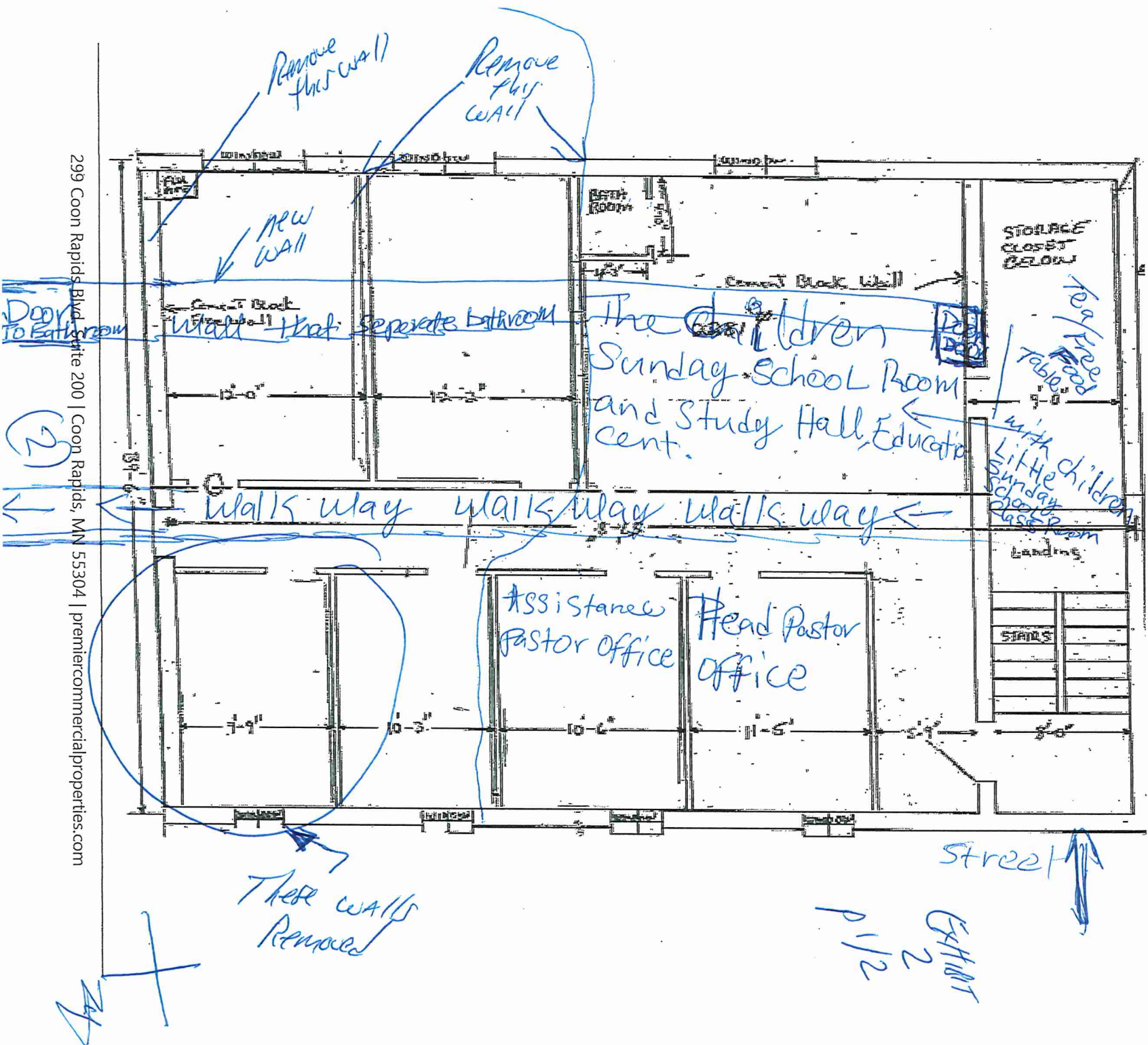


PREMIER
COMMERCIAL
PROPERTIES

1440 85th Ave NE Spring Lake Park MN 55432

FOR LEASE

(1)





(3)

EXHIBIT
2
p 2/2



299 Coon Rapids Blvd. Suite 200 | Coon Rapids, MN 55304 | premiercommercialproperties.com

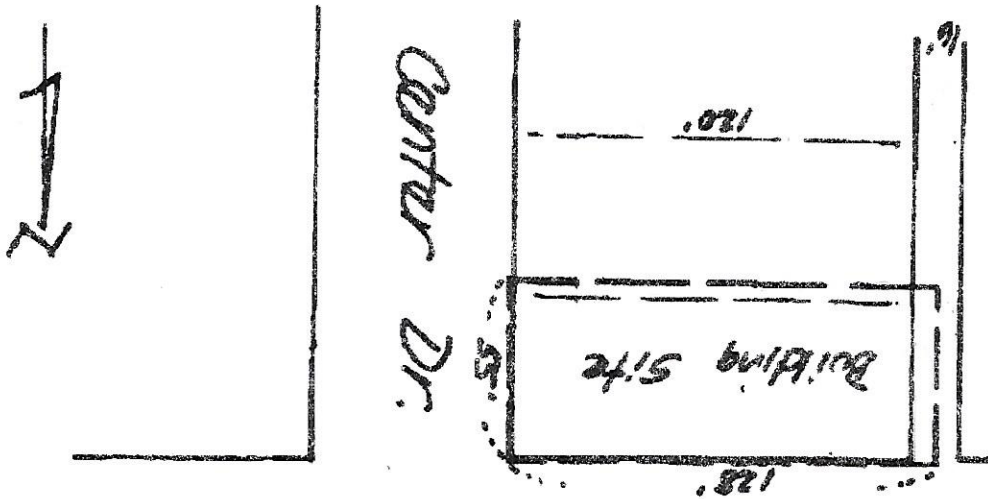
299 Coon Rapids Blvd. Suite 200 | Coon Rapids, MN 55504 | premiercommercialproperties.com

JAN 27, 2006 15:55

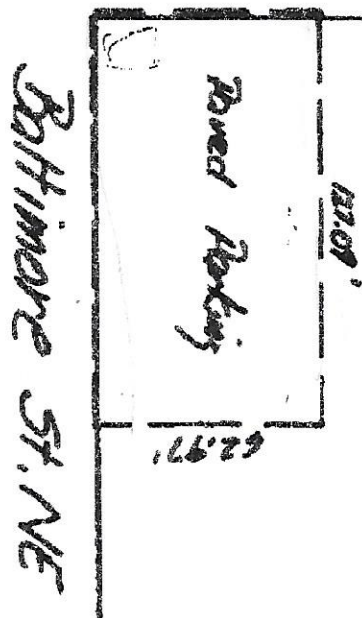
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Page 5

FLAT MAP



85TH AVENUE NE



These are some of the respond for the city of spring lake park.MN from Jesus Christ international ministries (J-Cim) 01/19/2022!!..

- (1) The total squire foot is 4000.00 but up to 1200,00 square foot of space will be use for two offices, and one Sunday school classroom.
- (2) Seating capacity for the people we have now is 22 total
- (3) Classroom /Sunday school for children occupant 12 kids right now.
- (4) Head of church office Reverend. Yalley office space occupant up to 5 people
- (5) My assistance pastor. Ishmael office space occupant up to 3 people.
- (6) The total number numbers of volunteers are 4 people for now.
- (7) The total cars from the church worshiper that will occupy the parking space are 7 cars for now.
- (8) Yes, their will be a change to the interior, and a church sing on the outside of the building, but we have not reached that point in our planning.

Thanks for trying to really help our church Ms. Lauren Walbury, and the member of the city, who are giving us an ear to hear our case, however especially in times like this people hopes are going down, so we just want to do everything right to have our new church home in the city of spring lake park.MN

Rev.Zuku John Yalley

Church email: jchristinternationalminnistry@gmail.com

My personal email: Mr.zyalley@gmail.com or 1sweetking@gmail.com

My phone number is (612) 407-8105 or (763) 951-9931

My address: 2421 96th way Brooklyn park.MN 55444

Memorandum

To: Chair Hansen and Members of the Planning Commission

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

Date: January 13, 2022

Subject: Variance Request – 518 Rosedale Rd NE

Background

Ryan and Kelsey Hollihan, 518 Rosedale Road NE, submitted an application for a variance from Section 16.20.090 of the Zoning Code limiting impervious surface coverage to 50% of any zoning lot located in the R-1 zoning district and from Appendix E of the Zoning Code limiting maximum percentage of lot coverage for all structures in the R-1 zoning district to 35%.



The applicant is seeking the variance to permit construction of a 16 foot by 32 foot pool in their backyard for aquatic therapy purposes.

The site is located on the 500 block of Rosedale Road NE, between Terrace Road and Monroe Street. The property is guided for low density residential in the 2040 Comprehensive Plan. The property is zoned

R-1, Single Family Residential – allowed uses include single-family homes. Property records show that the house on the property was constructed in 1965.

Performance standards within the R-1 zoning district are as follows:

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

Appendix D sets the maximum percentage of lot coverage of all structures in the R-1 district at 35%. The applicant's property is approximately 10,050 square feet, which would accommodate a maximum structure lot coverage of 3,517 square feet. With the swimming pool addition, the total square footage of all structures on the property is 3,782 square feet or 37.6% of the total lot size.

Section 16.20.090 limits impervious surface coverage to 50% of any lot located in the R-1 zoning district. For the applicant's property, the maximum impervious surface permitted is 5,025 square feet. The addition of the pool will increase the impervious surface amount to approximately 5,829 square feet, or 58%.

Previous applications: Variance from front yard setback standards to permit the construction of a porch (2020); Zoning permit for fence.

Variance

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

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

Recommendation

Staff's analysis of the application shows that the swimming pool will not alter the character of the neighborhood as the pool is a modest sized pool. In-ground pools are found on a number of properties in the community, and therefore are residential in nature. In addition, there is existing privacy fencing on the west and south property lines. Combined with the house to the south and the accessory building to the east, the pool will be completely screened. The applicant is seeking to utilize the pool for aquatic therapy and not for commercial use. The size of the existing lot is a consideration; however, the property owner did not create this unique circumstance.

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

1. Applicant shall comply with all swimming pool performance standards specified in Section 16.28.020 of the Zoning Code.
2. Applicant shall apply for a building permit prior to construction of the pool.
3. Applicant shall ensure that no runoff from the additional impervious surface shall impact property owners to the west and south of the applicant's property.
4. [Optional] Applicant shall construct a rain garden to treat storm water runoff generated by additional impervious surface created by the swimming pool.

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

1. The proposed addition greatly exceeds the impervious surface standard set forth the Zoning Code.
2. Exceeding the impervious surface standard increases the amount of rainwater that can run off the property, thereby creating flooding situations for neighboring properties and further contributing to the overloading of the City's storm water system.
3. All of the homes along Rosedale Road are within the impervious surface and structure limitations set forth within City Code. The proposed pool addition will significantly increase structure and impervious surface coverage, thereby changing the character of the neighborhood.
4. The aesthetic of the property will be negatively impacted due to the significant amount of impervious surface on the property.

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



City of Spring Lake Park
1301 81st Avenue NE
Spring Lake Park, MN 55432
763-784-6491 (p) 763-792-7257 (f)
info@slpmn.org

For Office Use Only

Case Number:
Fee Paid:
Received by:
Date Filed:
Date Complete:
Base Fee: 150 Escrow: 300

DEVELOPMENT APPLICATION**TYPE OF APPLICATION** (Check All That Apply)

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

PROPERTY INFORMATION

Street Address: 518 Rosedale Rd NE, Spring Lake Park MN 55432

Property Identification Number (PIN#): 023024420005

Current Zoning: R-1

Legal Description

(Attach if necessary):

Lot 4 BLK 1 clearview heights add

APPLICANT INFORMATION

Name: Ryan & Kelsey Hollihan

Business Name:

Address: 518 Rosedale Rd NE

City Spring Lake Park

State: MN

Zip Code: 55432

Telephone: 6514600122

Fax:

E-mail: kelseyhollihan@yahoo.com

Contact: Kelsey Hollihan

Title:

OWNER INFORMATION (if different from applicant)

Name:

Business Name:

Address:

City

State:

Zip Code:

Telephone:

Fax:

E-mail:

Contact:

Title:

DESCRIPTION OF REQUEST (attach additional information if needed)

Existing Use
of Property:

private residence fenced back yard

Nature of

Proposed Use:

underground pool - Private residence

Reason(s) to

Approve Request:

In the last 3 years, I have had a series of 7 back surgeries, leaving me with chronic back pain. It has been highly encouraged by my physician that I begin water therapy. Having a pool would allow me to begin private therapy.

PREVIOUS APPLICATIONS PERTAINING TO THE SUBJECT SITE

Project Name:

Date of Application:

Nature of

Request:

N/A

NOTE: Applications only accepted with ALL required support documents.

See City Code

APPLICATION FEES AND EXPENSES:

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

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

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

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

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

☒ E-mail kelsey.hollihane@yahoo.com ☐ Fax ☐ USPS – Certified Mail

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

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

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

Applicant: [Signature] Date: 12-23-2021

Owner: [Signature] Date: 12-23-2021

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

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

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

1. Applicant Information:

Name: Ryan & Kelsey Hollihan Telephone: 651.460.0122
Address: 518 Rosedale Rd NE Cell Phone: 651.460.0122
City/State/Zip: Spring Lake Park, MN 55432 E-mail: kelseyhollihan@yahoo.com

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

Name: SAME AS ABOVE Telephone: _____
Address: _____ Cell Phone: _____
City/State/Zip: _____ E-mail: _____

3. Project Location (Address and Legal Description): 518 Rosedale Rd NE, Spring Lake Park MN 55432 LOT 4 BLK 1 CLEARVIEW HEIGHTS ADD

4. Present Use of Property: _____ Residential - Homestead

5. Description of Project: In-ground pool

6. Specify Section of the Ordinance from which variance is sought: 16.20.090 - Set Backs: Lot Coverage Impervious Surface

7. Explain how you wish to vary from the applicable provisions of this Ordinance: We are requesting a variance to exceed the 50% maximum usage by a reasonable 8% to install an in-ground pool in our backyard. The pool would be utilized specifically for aquatic therapy specific to ADA guidelines. (see attached)

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

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

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

☒ Yes ☐ No Why or why not?

We currently have an completely fenced in (6' cedar privacy fence) surrounding our yard. The pool will not be visible from the public roadway. As stated above, it has been advised by my medical team that I begin aquatic physical therapy, this variance will allow me to do that a minimum of 3 times per week.

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

☒ Yes ☐ No Why or why not?

We are asking for a small overage of the allotted impervious land usage (approximately 8%), as well as assisting in the management of long-term health and pain of a fairly young family.

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

☒ Yes ☐ No Why or why not?.

Again, it is a small overage that we are requesting permission to exceed. Also, it is highly encouraged that I begin aquatic therapy in addition to the multitude of other treatments that I am currently active in.

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

☐ Yes ☒ No Why or why not?

Our backyard is completely fenced and is relatively flat.

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

☒ Yes ☐ No Why or why not?

It is completely fenced in and located in the back yard. Neither are visible from the public roadway.

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

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

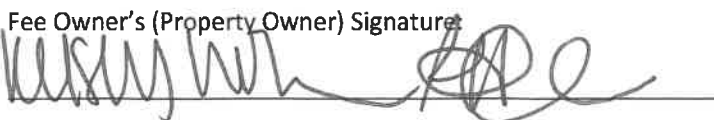
Applicant Signature:



Date:

12-24-2021

Fee Owner's (Property Owner) Signature:



Date:

12-24-2021

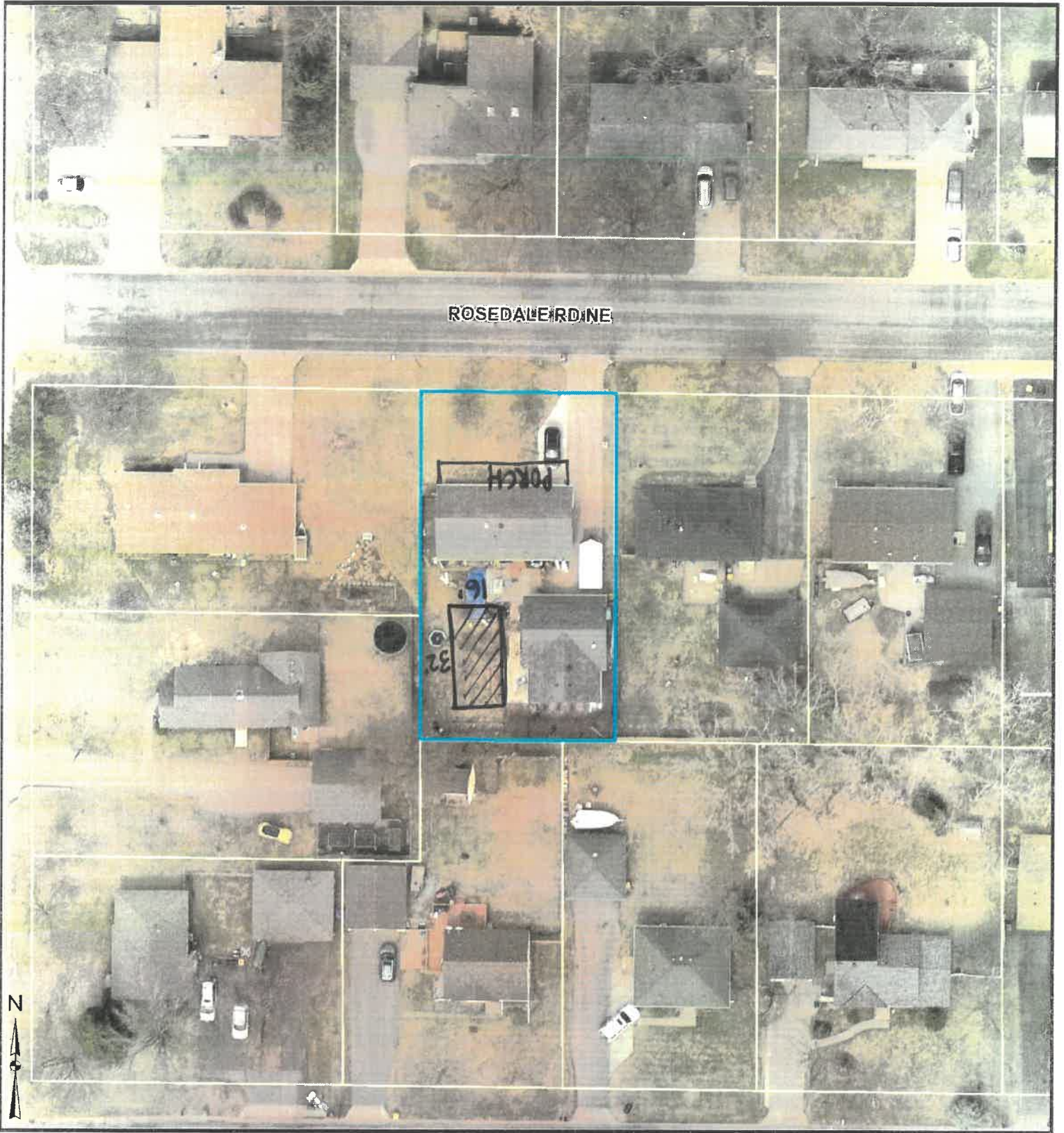
16.60.040 Variances

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

City Council.

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

Anoka County Parcel Viewer



Parcel Information:

02-30-24-42-0005

518 ROSEDALE RD NE

SPRING LAKE PARK

MN 55432

Plat: CLEARVIEW HEIGHTS ADDITION

Approx. Acres: 0.23

Commissioner: ROBYN WEST

Owner Information:



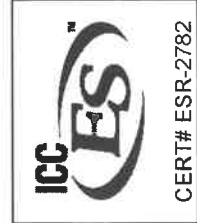
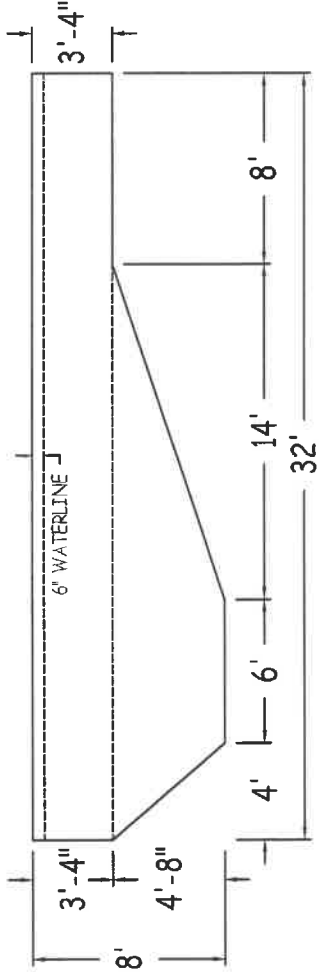
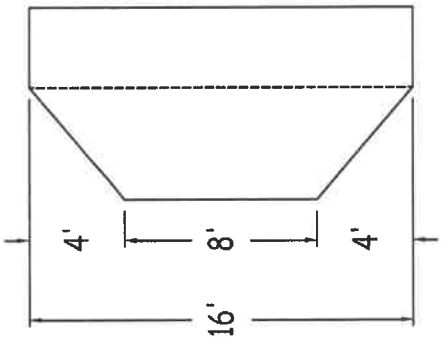
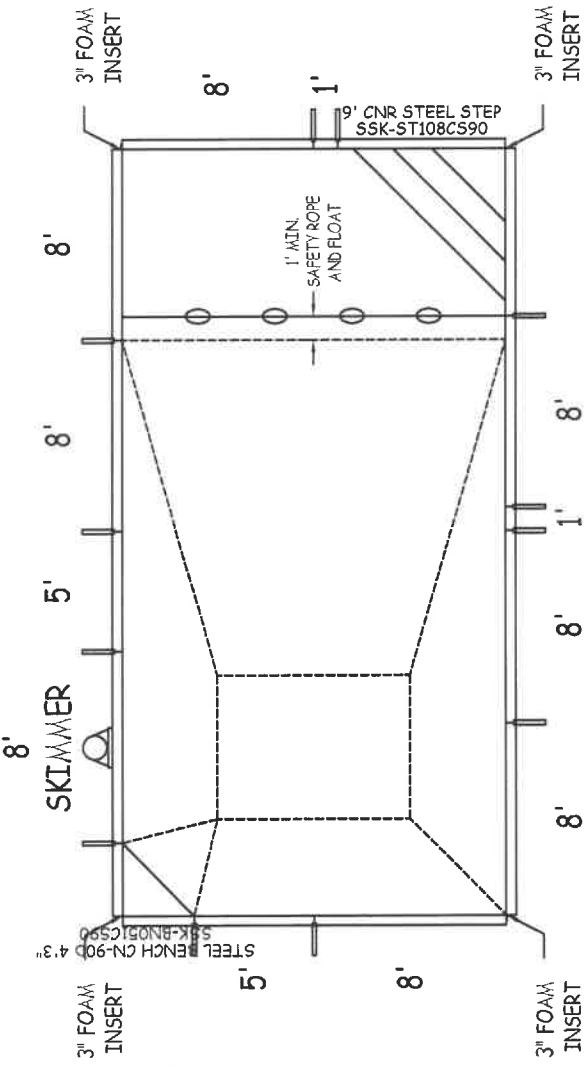
Anoka County GIS


1:600

Date: 12/23/2021

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

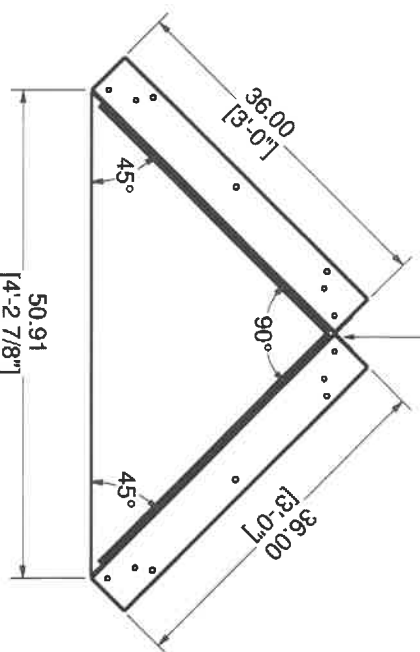
IN ACCORDANCE WITH ANSI/APSP/ICC-5 2011, THE
INSTALLER IS RESPONSIBLE FOR PLACING ONE SKIMMER
FOR EVERY 800 SQUARE FEET OF SURFACE AREA AND ONE
RETURN FOR EVERY 300 SQUARE FEET OF SURFACE AREA.



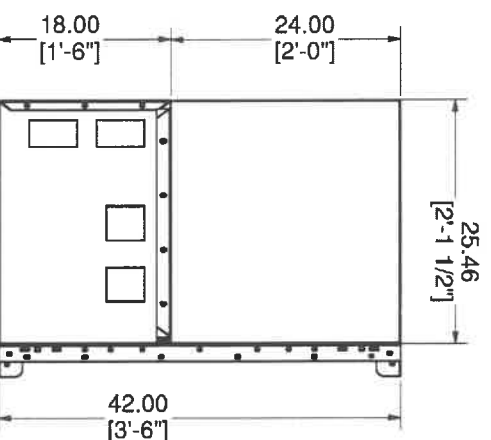
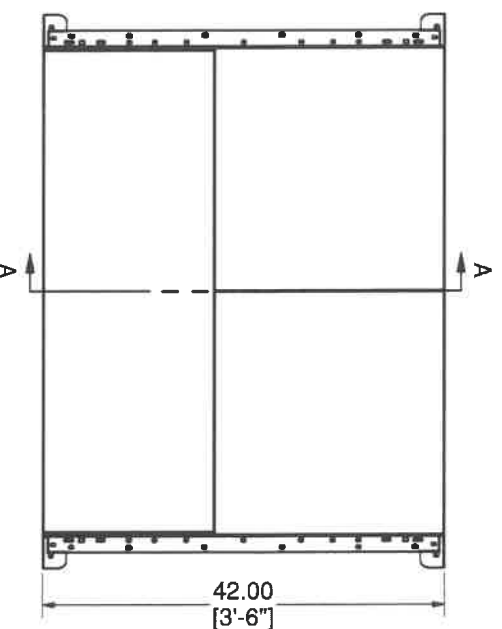
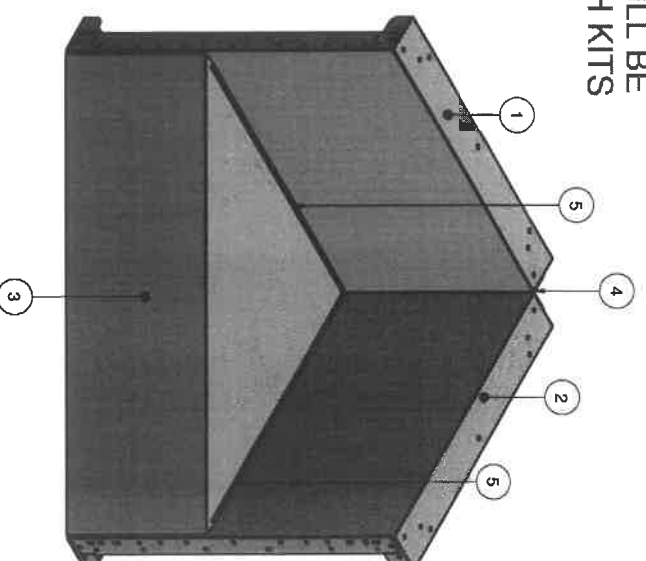
LATHAM STEEL		RECTANGLE 16-0 x 32-0				CUSTOMER: SPP/MINNEAPOLIS	
42" STEEL PANELS	PERIMETER:	96'-0"	VOLUME (US Gal):		16800	<div>ALWAYS ENTER POOL</div> <div></div> <div>Feet First</div> <div>DIVING/SLIDING EQUIPMENT SHALL BE DESIGNED FOR SWIMMING POOLS AND SHALL BE INSTALLED IN ACCORDANCE WITH THE DIVING/SLIDING EQUIPMENT MANUFACTURER'S SPECIFICATIONS. PLEASE CONTACT THE DIVING/SLIDING EQUIPMENT MANUFACTURER FOR THEIR SPECIFICATIONS.</div>	
DWG#:	SURFACE (ft²):	512	VOLUME (Liters):		63600		
2021-SPL-78166	LINER (ft²):	512	DATE:	11/9/2021	DSR:		
KIT#:	CUSTOMKIT	COVER (ft²):	612	SCALE:	1/8" = 1'-0"		
<div>RECTANGLE</div>						ALL ASPECTS OF THIS DRAWING COMPLIES WITH ANSI/APSP/ICC-5 2011 AND 2015 ISPC	
JOB NAME: SPARKLE/HOLLIHAN 2						SHEET: 1 OF 2	

Parts List			DESCRIPTION
ITEM	QTY	PART NUMBER	
1	1	SSC-1677-A	36" X 42" BENCH SIDE WALL, LEFT
2	1	SSC-1676-A	36" X 42" BENCH SIDE WALL, RIGHT
3	1	SSC-1675-A	STRAIGHT, 51" X 18" X 25.5" BENCH
4	1	IPC-AB90	90 DEGREE BRACE
5	2	SSC-1099	BEAD RECEIVER, 34"

90° CORNER BRACE



NOTE: PVC 6 " RADIUS INSERTS WILL BE PROVIDED WITH ALL STEP/BENCH KITS THAT HAVE 90 DEGREE CORNER.



SECTION A-A

STEEL BENCH, CN-90D 4'-3"



TOLERANCES EXCEPT AS NOTED:

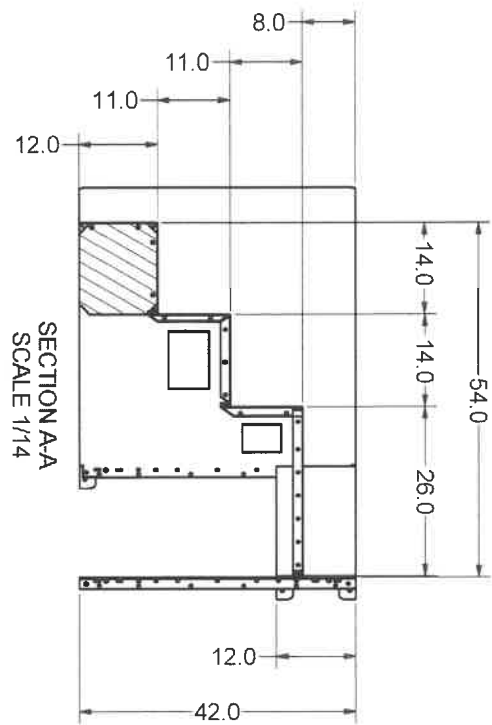
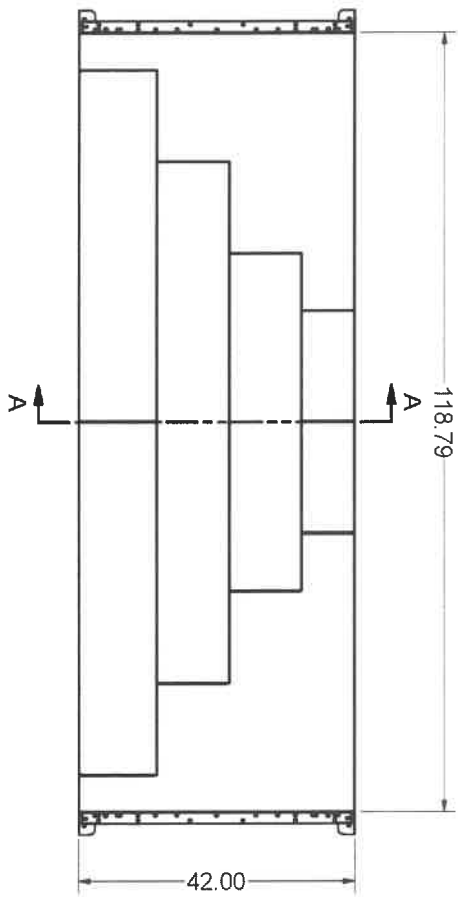
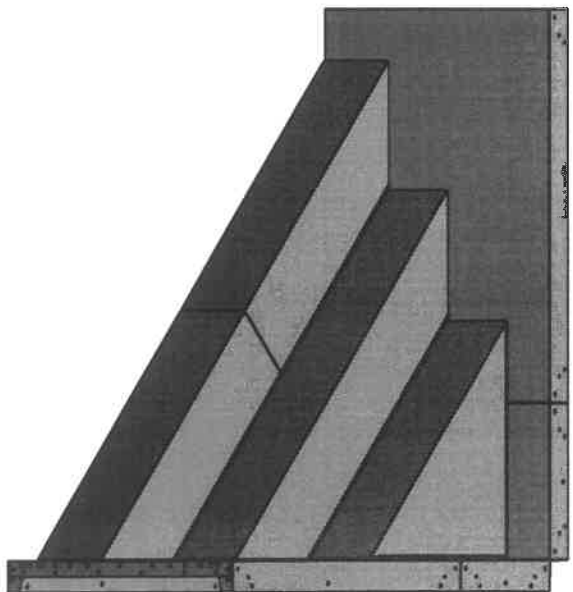
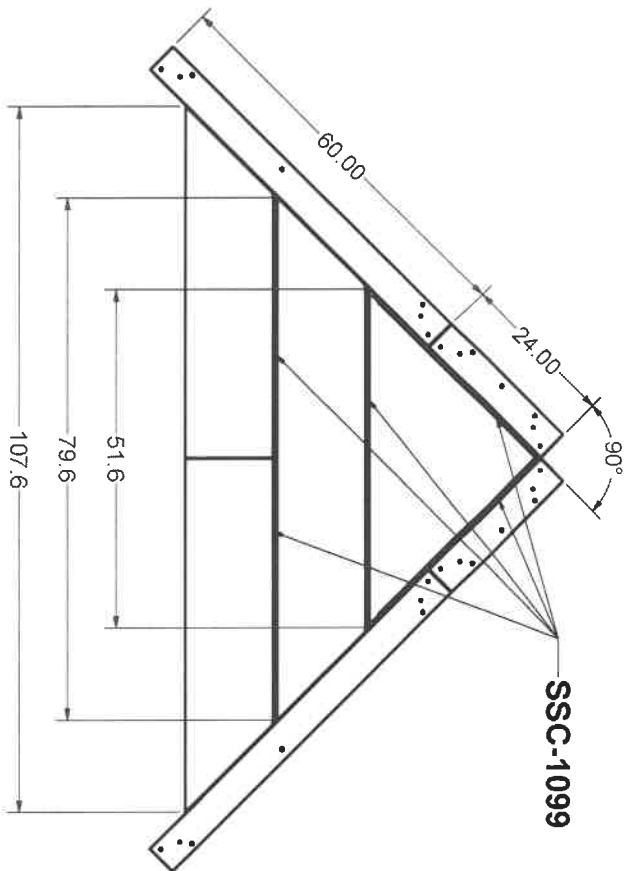
0/0 0.0 0.00 0.000 0°
±1/8 ±0.25 ±0.0625 ±0.03125 ±1/2°

DATE : 1/10/2017

PART #: SSK-BN051CS90

SHEET : 1 OF 1

SECTION: 18 - 2



STEEL STEP CN-90D 3 TRD 9'



TOLERANCES EXCEPT AS NOTED:

0/0 0.0 0.00 0.000 0°
 $\pm 1/8$ ± 0.25 ± 0.0625 ± 0.03125 $\pm 1/2^\circ$

DATE : 1/10/2017

PART #: SSK-ST108CS90

SHEET : 1 OF 2

SECTION: 8 - 3

Daniel Buchholtz

From: Karen Hedtke <karen_a1971@live.com>
Sent: Tuesday, January 18, 2022 6:49 PM
To: Daniel Buchholtz
Subject: Re: 518 Rosedale Road

Thank you Dan!

I do actually have one other thought on this pool. So, let's say this is approved - how long will be before they ask for a dome or some kind of enclosure for this pool? This could go on and on and on.....

Karen

From: Daniel Buchholtz <dbuchholtz@slpmn.org>
Sent: Tuesday, January 18, 2022 12:23 PM
To: Karen Hedtke <karen_a1971@live.com>
Subject: Re: 518 Rosedale Road

Thank you, Karen, for your email. I will make sure your email is included in the Planning Commission packet for next week's meeting. If you have any other thoughts on the application, please let me know.

Thanks!

Dan

Get [Outlook for iOS](#)

From: Karen Hedtke <karen_a1971@live.com>
Sent: Friday, January 14, 2022 5:47:16 PM
To: Jeff Baker <jbaker@slpmn.org>; Bob Nelson <rbnelson@slpmn.org>; Barbara Bisschoff <bbisschoff@slpmn.org>; Brad Delfs <bdelfs@slpmn.org>; Lisa Dircks <ldircks@slpmn.org>; Ken Wendling <kwendling@slpmn.org>; Daniel Buchholtz <dbuchholtz@slpmn.org>
Subject: 518 Rosedale Road

I saw the Notice of Public Hearing in the Anoka County Shopper regarding yet another variance request at 518 Rosedale Road.

Now they are asking for a variance to add a 16'x32' pool for "aquatic therapy purposes", seriously - this is Minnesota!! Will it be used all year round or just in the summer months? It seems unlikely that a pool outside in Minnesota would be. Not to mention there is very little yard left on the property with that huge front porch and the extended garage. I think the council needs to block this - think of the people that will purchase that house at some point when the current owner decides to move. If I remember from the variance request for the front porch - there was kind of an ultimatum...

I would like to be at the Planning Commission Meeting on Monday evening, but at this point I am unable to attend so am sending my thoughts.

Thanks
Karen