



**CITY COUNCIL AGENDA  
MONDAY, MAY 7, 2018  
7:00 P.M.**

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. ADDITIONS OR CORRECTIONS TO AGENDA
5. DISCUSSION FROM THE FLOOR
6. **CONSENT AGENDA:**
  - A. Approval of Minutes – April 16, 2018
  - B. Mayor’s Proclamation- Building Safety Month - May 2018
  - C. Mayor’s Proclamation- Municipal Clerks Week – May 6-12, 2018
  - D. Mayor’s Proclamation- National Police Week – May 13-19, 2018
  - E. Request for No Parking Signs on one side of Hillview Road on Saturday, May 19, 2018
  - F. Citywide Towing Impound Services Agreement
  - G. Torg Brewery Liquor License
  - H. Contractor’s Licenses
  - I. Sign Permit
  - J. Correspondence
7. PUBLIC WORKS REPORT
8. CODE ENFORCEMENT REPORT
9. ORDINANCES AND/OR RESOLUTIONS
  - A. Resolution 18-14 Approving a Conditional Use Permit For An Auto Repair Facility at 1540 County Road 10 NE
  - B. Resolution 18-15 Approving G.O. Equipment Certificates of Indebtedness, Series 2018A to be Issued by the City of Blaine
10. NEW BUSINESS
  - A. Special Event Permit – Minnesota Soda Festival
  - B. Highway 65 Signal Painting
  - C. Proposal for Engineering Services for the Wells 4 and 5 Rehabilitation Project
  - D. 2018 Sanitary Sewer Lining Project Bid Results
  - E. Appoint Temporary Election Position
  - F. Part-time Code Enforcement Inspector Employment
11. ENGINEER’S REPORT
12. ATTORNEY’S REPORT
13. REPORTS
  - A. Beyond the Yellow Ribbon Report
14. OTHER
  - A. Administrator Reports
15. ADJOURN

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

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

### **DISCUSSION FROM THE FLOOR**

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

### **PUBLIC HEARINGS**

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

The following format will be used to conduct the hearing:

- The presenter will have a maximum of 10 minutes to explain the project as proposed.
- Councilmembers will have the opportunity to ask questions or comment on the proposal.
- Citizens will then have an opportunity to ask questions and/or comment on the project. Those wishing the comment are asked to limit their comments to 3 minutes. In cases where there is a spokesperson representing a group wishing to have their collective opinions voiced, the spokesperson should identify the audience group he/she is representing and may have a maximum of 10 minutes to express the views of the group.
- People wishing to comment are asked to keep their comments succinct and specific.
- Following public input, Councilmembers will have a second opportunity to ask questions of the presenter and/or citizens.
- After everyone wishing to address the subject of the hearing has done so, the Mayor will close the public hearing.
- The City Council may choose to take official action on the proposal or defer action until the next regularly scheduled Council meeting. No further public input will be received at that time.

## OFFICIAL PROCEEDINGS

Pursuant to due call and notice thereof, the regularly scheduled meeting of the Spring Lake Park City Council was held on April 16, 2018 at the Spring Lake Park Community Center, 1301 81st Avenue N.E., at 7:00 P.M.

### 1. Call to Order

Mayor Hansen called the meeting to order at 7:00 P.M.

### 2. Roll Call

Members Present: Councilmembers Wendling, Delfs, Goodboe-Bisschoff and Mayor Hansen

Members Absent: Councilmember Nelson

Staff Present: Public Works Director Randall; Building Official Brainard; Police Chief Ebeltoft; Parks and Recreation Director Rygwall; Attorney Thames; Engineer Gravel; Administrator Buchholtz and Executive Assistant Gooden

Visitors: Paddy Jones, Ham Lake  
David and Debbie Torgersen, Torg Brewery  
Kimberly Pederson, 483 Maple Street NE

### 3. Pledge of Allegiance

### 4. Additions or Corrections to Agenda

Administrator Buchholtz asked that Item 6J., Mayor's Proclamation – Administrative Professionals Day, be added to the agenda. He asked that Item 9B., Special Event Permit – Minnesota Soda Festival, be removed from the agenda and be placed on the May 7, 2018 agenda.

### 5. Discussion From The Floor - None

### 6. Consent Agenda:

Mayor Hansen reviewed the following Consent Agenda items:

- A. Approval of Minutes – March 19, 2018
- B. Approval of Minutes – April 2, 2018
- C. Disbursements
  - 1. General Fund Disbursement Claim No. 18-05 -- \$308,358.23
  - 2. Liquor Fund Disbursement Claim No. 18-06 -- \$ 90,605.81
- D. Budget to Date – March 2018
- E. Approval of Right of Way Application – CenturyLink Inc.
- F. Approval of application for Exempt Permit – North Suburban Chapter of MN Deer Hunters Association – May 7, 2018 – Kraus-Hartig VFW
- G. Contractor's Licenses
- H. Sign Permit
- I. Correspondence
- J. Mayor's Proclamation – Administrative Professionals Day – April 25, 2018

Councilmember Goodboe-Bisschoff inquired on the March 19, 2018 minutes regarding the meeting with Emmanuel Christian Center (ECC) on the storm water issues that causes flooding in that particular area.

Engineer Gravel reported that ECC is interested in discussing a solution to the flooding issue and he will be working City staff to develop a concept to help with the flooding situation.

Councilmember Goodboe-Bisschoff inquired on the submitted sign dimensions for the Sunset Grill proposed sign. She inquired if the new sign was larger than the existing.

Mayor Hansen stated that she had the same question however; after reviewing the dimensions, the sign is the same size as the existing sign. Administrator Buchholtz stated that the same post for the sign is being used and confirmed that the sign is the same size.

MOTION BY COUNCILMEMBER WENDLING APPROVING THE CONSENT AGENDA. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

#### 7. Police Report

Police Chief Ebeltoft reviewed the March 2018 department statistics.

Chief Ebeltoft reported that the Police Department responded to six hundred forty one calls for service for the month of March 2018 compared to four hundred sixty one calls for service in March 2017.

Chief Ebeltoft reported that School Resource Officer Chlebeck reported handling seven calls for service at the local schools for the month of March, along with conducting eighteen student contacts, five escorts and one follow up investigation into a school related issue.

Chief Ebeltoft stated that Investigator Baker reported handling forty-four cases for the month of March. He stated that thirty of these cases were felony in nature; five cases were gross misdemeanor in nature and nine were misdemeanors.

Chief Ebeltoft reported, in addition to addressing the day-to-day operations of the Department, he attended numerous meetings throughout the month representing Spring Lake Park Police Department and the City of Spring Lake Park.

#### 8. Parks and Recreation Report

Parks and Recreation Director Rygwall reported that the Parks and Recreation Commission met and reviewed the rules and fee schedule for the community garden. She reported that they reviewed sign suggestions for Triangle Park and reviewed the softball rule changes.

Ms. Rygwall reported that she received a donation of seed packets and will distribute the packets with completed community garden applications. She reported that Parks and Recreation Commissioner Barb Harlan would be writing a gardening article to contribute to the City newsletter on a regular basis.

Ms. Rygwall stated that staff has been busy preparing for the softball season and working with a vendor for awards for long-term coaches. She reviewed the month department statistics and reported that staff has been busy training on the new registration system.



Ms. Rygwall reported that the Tower Days Committee met and finalized the 2018 activities and started planning for the 2019 celebration.

## 9. New Business

### A. Site Plan Approval for 8421 University Avenue NE

Administrator Buchholtz reported that the City received an application from Torg Brewery, 8421 University Avenue NE, to construct a deck on the front of the building. He stated that because this is an expansion of the exterior footprint of the building, site plan is required prior to the issuance of the building permit.

Administrator Buchholtz reported that the proposed deck is 26' by 20' in the front of the building, then narrows to 20' by 10' as it wraps around the side of the building. He stated that the deck will be constructed of maintenance free decking, metal frame, wood posts and metal railings with neutral colors being used. He stated that the deck complies with the front and side yard setbacks in the C-2, Neighborhood and Service Center Commercial zoning district.

Administrator Buchholtz stated that based on the plans submitted by the applicant, staff calculates that the parking demand will be 32 parking space and the facility currently has 32 spaces. He state that there are a number of vacant areas within the building that were not included in the parking calculation. He explained that in order for the applicant to expand into those vacant areas, the applicant will need to submit to the City a joint parking agreement with a neighboring property owner located within 300 feet of the building (pursuant to City Code Section 153.139).

Administrator Buchholtz reported that staff recommends approval of the site plans as submitted by Torg Brewery with the condition that in order for Torg Brewery to utilize the remainder of the building, a joint parking agreement must be executed with a neighboring property owner. He stated that compliance with parking requirements will be verified prior to issuance of certificate of occupancy.

Dave Torgersen, Torg Brewery, stated that he is looking forward to becoming a good neighborhood business in the community and is excited to be working with the Spring Lake Park Lions for Tower Days. He reported that he plans on opening in June 2018. He reported that he has a verbal agreement with the neighboring business for additional parking and will be obtaining a signed agreement prior to the Certificate of Occupancy inspection.

Councilmember Goodboe-Bisschoff inquired how many beers will be offered Mr. Torgersen reported that there will be serving up to 12 different beers and will be opening with six. He stated that there will be a variety of brews available and will be turning over batches quite frequently.

Councilmember Delfs inquired if Torg Brewery will be employing other brewers. Mr. Torgersen stated that the brewery will be hiring and everyone will be involved in all the positions of the brewery.

Councilmember Goodboe-Bisschoff inquired if food will be served at the brewery. Mr. Torgersen stated that pre-packaged snacks will be served and he is working with the other local businesses and restaurants for food items to be brought to the brewery on special occasions.

**MOTION MADE BY MAYOR HANSEN TO APPROVE SITE PLAN FOR TORG BREWERY LOCATED AT 8421 UNIVERSITY AVENUE NE SUBJECT TO AN EXECUTED JOINT PARKING AGREEMENT WITH NEIGHBORING PROPERTY OWNER PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.**

B. Authorization to Purchase Public Works Utility Box for Utilities Pickup

Public Works Director Randall reported that at the February 20, 2018 City Council meeting, the Council approved the purchase of a pickup truck for the Utilities Department. He stated that the truck has been ordered and is now seeking authorization to purchase the accessory items.

Mr. Randall stated that he seeking approval to purchase a utility box for the Utility Department pickup. He reported that the utility box holds the tools allowing them to be on one truck. He explained that the truck also has a crane to lift the heavy items such as pumps, manhole castings, fire hydrants and other heavy objects.

Mr. Randall stated that he reviewed the State contract vendors and obtained three quotes. He reported that the quote included a fiberglass body utility box and a Liftmoore crane for the pickup. He presented the three quotes he received as follows:

Truck Utilities Inc.	\$22,871.00
ABM Equipment and Supply	\$21,190.00
Crysteel Truck Equipment	\$20,799.36

Mr. Randall stated that he is requesting that the equipment be purchased from Crysteel of Fridley, MN in the amount of \$20,799.36. He reported that the funds will paid from the Public Utilities Renewal and Replacement fund.

Councilmember Goodboe-Bisschoff inquired if the all the equipment will be installed at Crysteel. Mr. Randall answered affirmatively.

Councilmember Delfs inquired as what Mr. Randall's thoughts were with the competitiveness of the bid costs. Mr. Randall stated that he felt the bids were competitive and comparable for what was requested.

**MOTION MADE MAYOR HANSEN TO APPROVE AUTHORIZATION TO PURCHASE UTILITY BOX AND EQUIPMENT IN AMOUNT OF \$20,799.36 FOR PUBLIC WORKS UTILITY PICKUP. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.**

C. Approval of Anoka County Agreement for Residential Recycling Program 2018-Select Committee on Recycling and the Environment (SCORE)

Administrator Buchholtz presented the Council with a copy of the 2018 Residential Recycle Agreement with Anoka County. He stated that the 2018 Municipal Reimbursement Funding Allocation calls for the county to pay the City a base of \$10,000, plus \$5.00 per household and options for other recycling opportunities.

Municipal Grant Funding (\$10,000 + \$5 per household):	\$23,035.00
Monthly Drop-off Center:	\$10,000.00
Organics Collection:	\$ 2,607.00
Recycling Enhancement Grant:	<u>\$ 2,607.00</u>
	\$38,249.00

Administrator Buchholtz reported that the City applied for additional \$30,000, and was awarded \$20,350.00. He stated that the base amount combined with the additional grant gives the City of Spring Lake Park's

Recycling program a total contract award of \$58,599.00.

MOTION MADE BY MAYOR HANSEN TO APPROVE ANOKA COUNTY AGREEMENT FOR RESIDENTIAL RECYCLING PROGRAM 2018. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

10. Ordinances and/or Resolutions

A. Resolution 18-13 Approving A Charitable Gambling Premises Within the City of Spring Lake Park

Administrator Buchholtz reported that the Spring Lake Park Lions Club made an application to the Minnesota Gambling Board for a premises permit at the new Sunset Grill, 8466 Highway 65 NE. He stated that the Lions Club currently conducts lawful gambling at Biff's Sports Bar and Monte's and has not had any issues.

Administrator Buchholtz reported that the City Code limits an organization to three lawful gambling sites and with the closing of Povlitzki's, the Lions Club is allowed to apply for a third license.

MOTION MADE BY MAYOR HANSEN TO APPROVE RESOLUTION 18-13 APPROVING A CHARITABLE GAMBLING PREMISE WITHIN THE CITY OF SPRING LAKE PARK. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

11. Engineer's Report

Engineer Gravel reported that bids will be received on May 1, 2018 for the 2018 Sanitary Sewer Lining Project and the results will be presented to the Council at the May 7, 2018 Council meeting. He distributed a handout from the Department of Transportation regarding Local Roads and Bridges Highway Users Tax Distribution Fund.

12. Attorney's Report - None

13. Reports

A. Administrator Reports - None

14. Other - None

15. Adjourn

MOTION BY COUNCILMEMBER WENDLING TO ADJOURN. VOICE VOTE: ALL AYES. MOTION CARRIED.

The meeting was adjourned at 7:35 PM.

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Cindy Hansen, Mayor

Attest:

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Daniel R. Buchholtz, Administrator, Clerk/Treasurer





**MAYOR'S PROCLAMATION  
BUILDING SAFETY MONTH  
MAY 2018**

**WHEREAS**, the City of Spring Lake Park is committed to recognizing our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of natural disaster, and;

**WHEREAS**, our confidence in the structural integrity of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

**WHEREAS**, these guardians are dedicated members of the International Code Council, a U.S. based organization, that brings together local, state and federal officials that are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work, worship, play, and;

**WHEREAS**, our nation benefits economically and technologically from using the International Codes® that are developed by a national, voluntary consensus codes and standards developing organization, our government is able to avoid the high cost and complexity of developing and maintaining these codes, which are the most widely adopted building safety and fire prevention codes in the nation; these modern building codes include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquake; and;

**WHEREAS**, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown guardians of public safety—our local code officials—who assure us of safe, efficient and livable buildings that are essential to keep America great, encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship and play are safe, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies, and,

**WHEREAS**, each year, in observance of Building Safety Month, Americans are asked to consider the commitment to improve building safety and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property

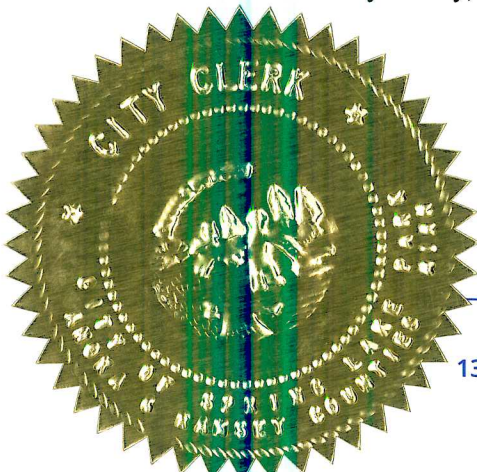
**NOW, THEREFORE**, I, Cindy Hansen, Mayor, of the City of Spring Lake Park, do hereby proclaim the month of May 2018 as Building Safety Month. Accordingly, I encourage our citizens to join with their communities in participation in Building Safety Month activities.

Dated this seventh day of May, two thousand eighteen.

\_\_\_\_\_  
Cindy Hansen, Mayor

ATTEST:

\_\_\_\_\_  
Daniel R. Buchholtz, City Administrator









**MAYOR'S PROCLAMATION  
MUNICIPAL CLERKS WEEK  
MAY 6-12, 2018**

**WHEREAS**, the Office of the Municipal Clerk, a time honored and vital part of local government, exists throughout the world; and

**WHEREAS**, the Office of the Municipal Clerk is the oldest among public servants; and,

**WHEREAS**, the Office of the Municipal Clerk provides the professional link between residents, the City Council, and other local, state and federal units of government; and

**WHEREAS**, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

**WHEREAS**, the Municipal Clerk serves as the information center on functions of local government and community; and

**WHEREAS**, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in educational programs, seminars, workshops and professional association meetings; and

**WHEREAS**, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

**NOW, THEREFORE**, I, Cindy Hansen, Mayor of the City of Spring Lake Park, do hereby proclaim the week of May 6 through May 12, 2018 as Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, Daniel Buchholtz, MMC, Spring Lake Park Administrative staff, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this seventh day of May, two thousand eighteen.



\_\_\_\_\_  
Cindy Hansen, Mayor

ATTEST:

\_\_\_\_\_  
Daniel R. Buchholtz, Administrator,  
Clerk/Treasurer







**MAYOR'S PROCLAMATION  
NATIONAL POLICE WEEK  
MAY 13 - 19, 2018**

**WHEREAS**, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of Spring Lake Park Police Department; and

**WHEREAS**, nearly 16,000 assaults against law enforcement officers are reported each year, resulting in almost 16,677 injuries; and

**WHEREAS**, since the first recorded death in 1791, more than 21,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and

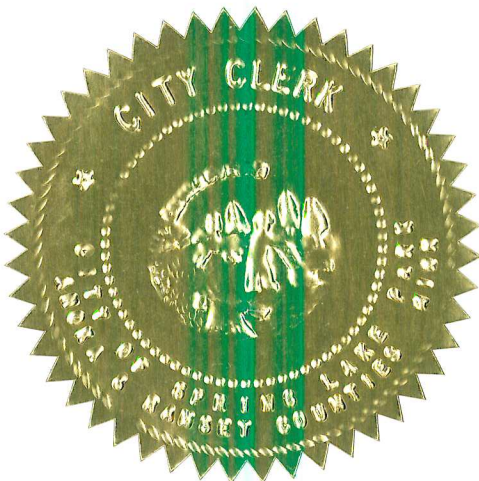
**WHEREAS**, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

**WHEREAS**, new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 129 officers killed in 2017 and 231 officers killed in previous years; and

**WHEREAS**, it is most appropriate that we recognize the dedicated services of the Police Department.

**NOW, THEREFORE**, I, Cindy Hansen, Mayor of the City of Spring Lake Park, do hereby proclaim the week of May 13 through May 19, 2018 as National Police Week, and further extend appreciation to Police Chief Ebeltoft, and the Spring Lake Park Police Department for the vital services they perform and their exemplary dedication to the community they represent.

Dated this seventh day of May, two thousand eighteen.



\_\_\_\_\_  
Cindy Hansen, Mayor

ATTEST:

\_\_\_\_\_  
Daniel R. Buchholtz, Administrator,  
Clerk/Treasurer





# Memorandum

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

**From:** Councilmember Nelson

**Date:** May 2, 2018

**Subject:** Request for No Parking on one side of street at Hillview Road

The Fort Spring Lake Park Beyond the Yellow Ribbon Committee will be sponsoring a "Hotrods for Hero's" Car Show on Saturday, May 19, 2018 at Lakeside Park. The event will take place from 11:00 AM - 3:00 PM. The cars will be parked in the parking lot of Lakeside Park.

The Beyond The Yellow Ribbon Committee is requesting that no parking signs to be placed on one side of Hillview Road for this one day event. Similar parking restrictions have been in place for the Tower Days celebration and there have not been any issues.



## **AGREEMENT FOR TOWING AND IMPOUND SERVICES**

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

### **RECITALS**

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

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

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

### **TERMS**

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

2. **Terms.**

2.1 **Initial Term.** The initial term of this Agreement shall commence as of \_\_\_\_\_ (the “Commencement Date”) and end December 31, 2018 (the “Initial Term End Date”) (the period from the Commencement Date through the Initial Term End Date shall be referred to hereinafter as the “Initial Term”), unless terminated earlier pursuant to paragraph 15.

2.2 **Renewal.** The parties may renew this Agreement for additional one-year periods, upon mutual agreement by the parties, in writing. If City determines to put the City’s towing and impound services out for proposals from other service providers following the Initial Term, City will endeavor to give Citywide no less than sixty (60) days’ written notice of the same. As part of said written notice, City shall also specifically identify any material concerns, if any exist, which City has had with Citywide’s performance during the Initial Term, though no material concerns shall be required as the basis for an election not to renew nor shall failure to provide such notice effect an election not to renew or be considered a breach of this Agreement.

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

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

- Respond to all police tow requests in a reasonable amount of time.
- Provide services at a reasonable rate of charge to the vehicle owners.
- Provide a fenced and locked storage area for vehicles towed and impounded for the Spring Lake Park Police Department.
- Cleanup debris caused by accidents.
- Provide towing services to the Spring Lake Park Police Department for vehicles seized for forfeiture purposes by the Spring Lake Park Police Department.
- Provide for release of impounded vehicles seven (7) days per week.
- Provide storage to the Spring Lake Park Police Department for vehicles placed on investigative hold by the Spring Lake Park Police Department at a cost to be determined by **Exhibit A**.
- Hold vehicles towed and impounded and personal property therein placed on hold by the Spring Lake Park Police Department, until approval from the Spring Lake Park Police Department, provided that child safety seats from such held vehicles, which seats are not themselves subject to an investigative hold, and all other personal property within such held vehicles which is not affixed to said vehicles and the release of which has been approved by the City consistent with Citywide's policies so long as the same comply with all applicable laws, ordinances, rules, and/or regulations. Regardless of the foregoing, Citywide and the City recognize that it is Citywide's business practice, currently, to release personal property from impounded vehicles without regard to payment of the actual towing, administrative, storage, and sales tax charges. It is Citywide's present intent to continue this business practice and it will notify the City before enacting any changes thereto. Further, regardless of Citywide's normal business practices, on a case-by-case basis the City may direct Citywide to release personal property from a vehicle and Citywide shall comply with such a direction.
- Release vehicles and/or personal property therein, which have not been placed on investigative hold by the Spring Lake Park Police Department consistent with Citywide's policies so long as the same comply with all applicable laws, ordinances, rules, and/or regulations.
- Provide towing of City Public Safety vehicles and other City-owned vehicles (not including vehicles intended for off-road use), upon request of the City, at no charge.
- Maintain proper records of all vehicles towed, stored, released, held, junked or destroyed. The record keeping system shall meet the approval

of the Chief of Police and Citywide shall make records available at all times for inspection by authorized City representatives upon reasonable notice.

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

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

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

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

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

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

9. **Insurance.**

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

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

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

9.2 **Proof of Coverage.** Citywide will furnish the City with Certificates of Insurance to demonstrate compliance with the insurance requirements of this Agreement prior to the Commencement Date. All Certificates shall provide that the insurance company shall give thirty (30) days' written notice to the City of cancellation, non-



renewal or any material change in the policy. Citywide agrees to furnish notice to the City, upon the City's reasonable request, acknowledgement(s) that the required policies remain in effect. Further, Citywide shall notify the City within three (3) business days of any cancellation, non-renewal or any material change in the policy of which Citywide becomes aware.

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

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

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

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

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

**14. Response Time.**

**14.1 Timely Appearance, Late Fee.** Within twenty (20) minutes of receipt of a request for towing services from the City, Citywide shall respond and arrive at the designated site with the personnel, vehicles and equipment reasonably anticipated to be necessary to perform the towing services contemplated by this Agreement. Should Citywide fail to arrive at the designated site with the reasonably anticipatable necessary and proper personnel, vehicles and equipment within that time (all such events herein referenced individually as a “failure to timely appear”), the City may call another towing company to provide the service. In the event that the City retains another company to provide services after a failure to timely appear by Citywide, Citywide shall not charge any fee related to that event to the City. Upon the passage of thirty (30) minutes from Citywide’s receipt of a request for towing services from the City, if the City has not yet retained an alternate service and Citywide has not responded to and arrived at the designated site as specified in this Agreement, and barring any reasonable basis under the circumstances for a delayed response (e.g., extremely adverse weather or traffic conditions, atypical situations encountered on scene, equipment and personnel needed to complete the services were not reasonably anticipatable based upon the information provided by the request for towing services from the City), the City may impose a penalty of fifty dollars (\$50) on Citywide for each such event. Such penalty shall be owed in addition to any other fees or reimbursements contemplated in this Agreement and shall be paid within fifteen (15) days of the City’s issuance of written notice of such a penalty.

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

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

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

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

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

TO: City	<u>City Administrator</u> <u>1301 81<sup>st</sup> Avenue NE</u> <u>Spring Lake Park, MN 55432</u> _____ _____
----------	---

COPY TO: City Attorney	<u>Carson, Clelland &amp; Schreder</u> <u>6300 Shingle Creek Parkway</u> <u>Suite 305</u> <u>Brooklyn Center, MN 55430</u>
------------------------	---

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

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

**17. Assignment.** Neither party shall transfer, lease or otherwise assign its rights, interest and obligations under this Agreement without the prior written consent of the other party; provided that Citywide may transfer, lease or otherwise assign its rights, interest and

obligations under this Agreement to an entity controlled by Owner (identified above) without such prior written consent so long as such other entity agrees in writing to be legally bound to the terms of this Agreement.

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

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

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

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

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

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

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

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

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

**CITY OF SPRING LAKE PARK**

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

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

**CITYWIDE SERVICE CORP.**

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

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

**EXHIBIT A  
RATE SCHEDULE**

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

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

- Any service provided hereunder may be charged at a higher charge if the services provided justify such higher charge because of the involved vehicle's condition or other atypical situations so warrant. For example, if a passenger car cannot be towed using conventional methods because of the car's atypical factory or after-market condition, Citywide may charge the flatbed charge in addition to the typical towing charge. For another example, if a service requires additional work, such as unlocking vehicles, disconnecting linkages or drive shafts, unusual road clean-up, snow shoveling, work off the main roadway, or the use of additional equipment, Citywide may charge the reasonable retail rates for such services in addition to the typical rates described above. In all cases, the rates must be justifiable under the circumstances by Citywide.
- Storage fees on ~~held~~ vehicles held for forfeiture shall not begin accruing over and above the flat rate listed above until at least three days after the hold is released by the City.

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



# Memorandum

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

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

**Date:** May 3, 2018

**Subject:** Torg Brewery Liquor License

The City has received a liquor license application from Torg Brewery for a brewer taproom license and an off-sale brew pub license.

Staff is recommending approval of the license contingent upon successful completion of the background check. The license will run until December 31, 2018.

If you have any questions, 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

Contractor's Licenses

May 7, 2018

General Contractor

North Star Fence, Inc.

Mechanical Contractor

Anderson's Residential Heating and A/C

Linn Star Transfer, Inc.

River City Sheet Metal

Aquarius Water Conditioning, Inc.

Northern's One Hour

SCR

Plumbing Contractor

Aquarius Water Conditioning, Inc.

River City Sheet Metal

Linn Star Transfer, Inc.

TJK Plumbing, Inc.

Sign Contractor

Salewski Diversified, LLC. dba Signs Now

Tree Contractor

Central MN Tree Service

Neighborhood Tree Care

Metro Tree & Crane



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

Sign Permit

May 7, 2018

Sign Permit

Spring Lake Park Early Childhood

1415 81st Avenue NE



# CITY OF SPRING LAKE PARK

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

Spring Lake Park, MN 55432

763-784-6491

## Sign Permit Application

DATE: 3/30/18

NAME OF APPLICANT: Comme @ Fourth Dimension Signs

ADDRESS OF APPLICANT: 1709 W. County Rd E, Orderville MN 55112

TELEPHONE NUMBER OF APPLICANT: 651-481-9036

NAME OF BUSINESS AND LOCATION of building structure, or lot to which or upon which the sign is to be attached or erected SPRING LAKE PARK EARLY CHILDHOOD

1415 81<sup>st</sup> AVE NE, SPRING LAKE PARK, MN 55432

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

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

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

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

Name of person, firm or corporation erecting the structure: Twin Cities Sign Installation

Jeff Knutson 651-808-2547

Address: 14333 Ural Street NE, Ham Lake, MN 55304

Is an Electrical Permit required? No

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

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

  
SIGNATURE OF APPLICANT

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

FEE: \$597.50

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

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

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

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

ADDITIONAL REQUIREMENTS FOR SIGN PERMIT:

SQUARE FOOTAGE OF FRONT OF BUILDING:  $169' \times 16' = 2704'$

SQUARE FOOTAGE OF ALL EXISTING SIGNS:  $33' \times 32' \times 14' = 79'$

SQUARE FOOTAGE OF PROPOSED SIGN OR SIGNS:  $22', 17', 11', 19 \times 2 = 38', 73 \times 2 = 146' = 234'$  Total

INCLUDE A DRAWING SHOWING LOCATION AND MESSAGE ON SIGN.

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

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

DRAWING:

proposed

$22' = \$75$   
 $17' = \$75$   
 $11' = \$75$   
 $19' \times 2 = 75 \times 2 = \$150$   
 $73' \times 2 = 75 + 41.25 = 116.25 \times 2 = \$232.50$

---

$\$597.50$

811 - 30%  
79' - Existing  
234' - proposed

---

498' Remaining

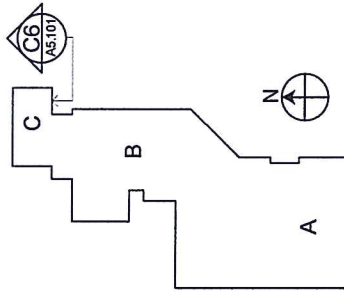


C6-A5.101  
Flat Cut Aluminum  
Qty: 1

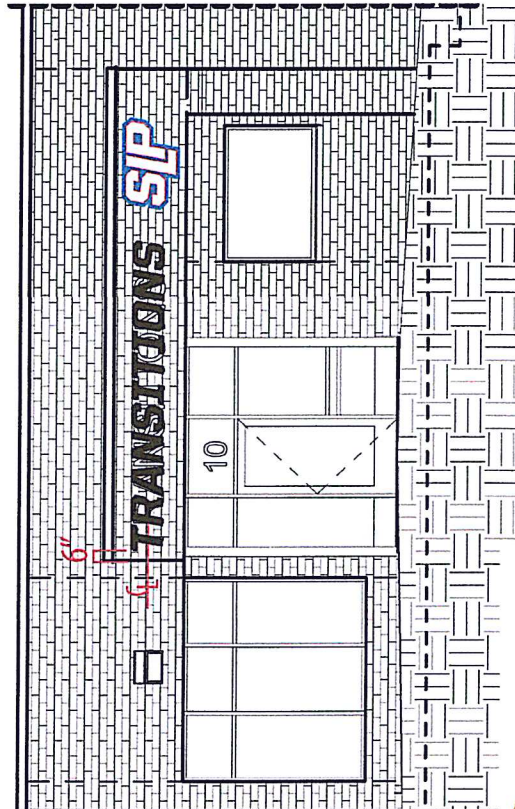
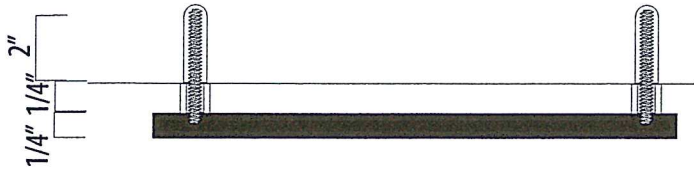
154 1/2"

# TRANSITIONS

16"



1/4" thick flat cut aluminum with welded 1/4" threaded stud boss receiver for  
1/4"-20 stud mount, 1/4" spacer, extra dark bronze anodized  
United Italic Reg Black  
Mount with with silastic silicone adhesive  
Mounting template



ph: 651.481.9036 fx: 651.481.0613  
1209 West County Road C, Suite 100  
Arden Hills, MN 55112  
[www.fourthdimensioncnc.com](http://www.fourthdimensioncnc.com)

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Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

CUSTOMER  
Kellington Construction

PROJECT  
Spring Lake Park Early Childhood

JOB NUMBER  
106460

SUBMITTAL 1  
3.21.18

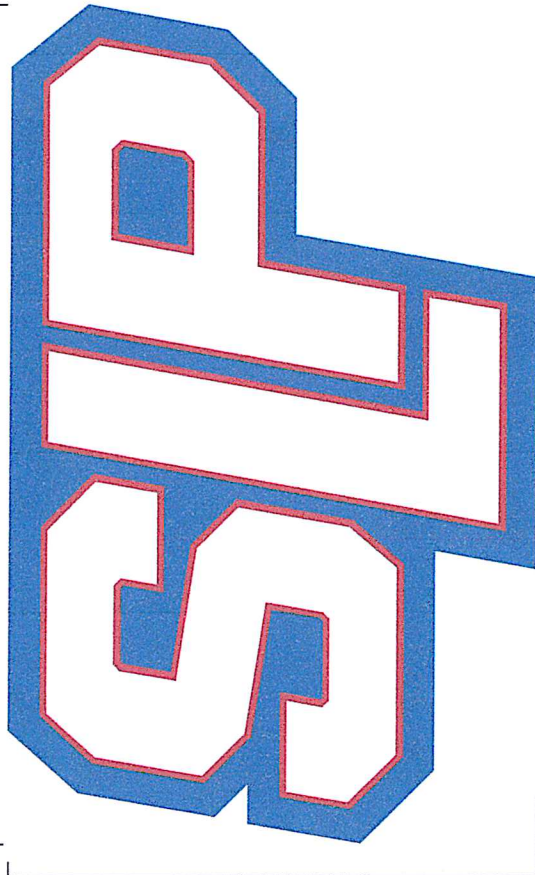
REVISION / DATE  
2 / 4.17.18

SCALE  
NTS - In proportion

SALES / PM  
Mitch / Corrine

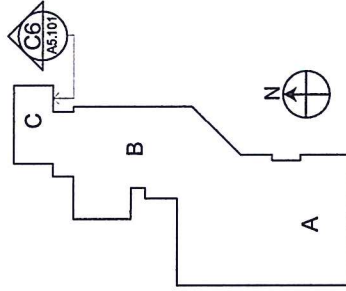
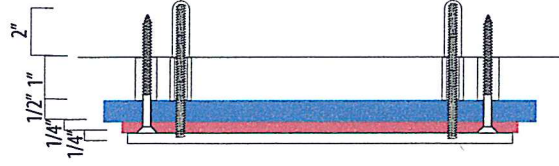
C6-A5.101  
Flat Cut Aluminum  
Qty: 1

51 1/4"



32"

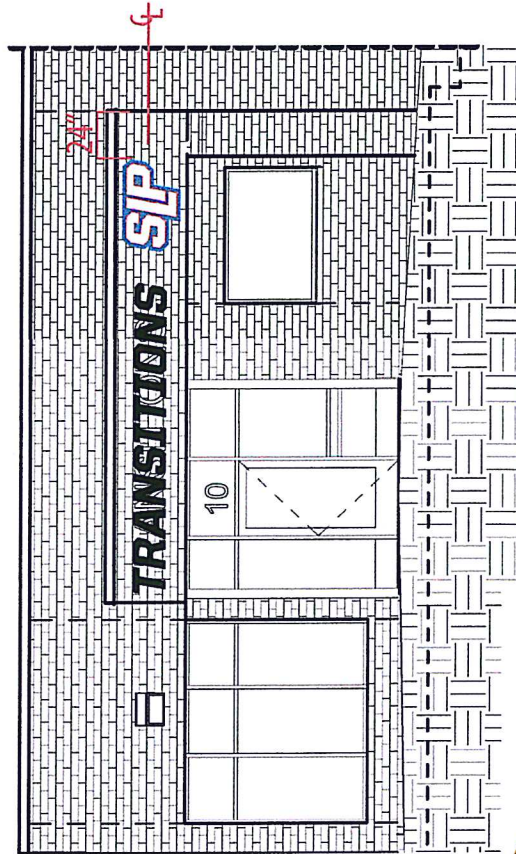
117



Flat cut aluminum logo

- Layer 1 1/2" aluminum logo painted PMS 661 blue
- Layer 2 1/4" aluminum "SLP" painted Red screwed to Blue
- 4" tapcon into brick building with 1"x1" sq. tube spacer
- Layer 3 1/4" aluminum "SLP" painted White
- 1/4"-20 stud mount with silastic silicone adhesive (cover)
- 1"x1" sq. tube welded spacer

Mounting pattern - mark stud and tapcon locations so installer knows difference



ph: 651.481.9036 fx: 651.481.0613  
1209 West County Road C, Suite 100  
Arden Hills, MN 55112  
www.fourthdimensioncnc.com

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Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

CUSTOMER  
Kellington Construction

PROJECT  
Spring Lake Park Early Childhood

JOB NUMBER  
106460

SUBMITTAL 1  
3.21.18

REVISION / DATE  
2 / 4.17.18

SCALE  
NTS - In proportion

SALES / PM  
Mitch / Corrine



Spring Lake Park -  
Early Childhood  
Addition and  
Renovation  
Minneapolis, MN 55432

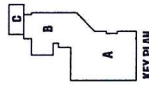
Independent School  
District #16  
1415 81st Avenue NE  
Minneapolis, MN 55432



WOLD ARCHITECTS  
AND ENGINEERS  
1415 81st Avenue NE  
Minneapolis, MN 55432  
Phone: 612.777.7777  
www.woldarch.com

KRAUS-ANDERSON  
ARCHITECTS  
1415 81st Avenue NE  
Minneapolis, MN 55432  
Phone: 612.777.7777  
www.kraus-ander.com

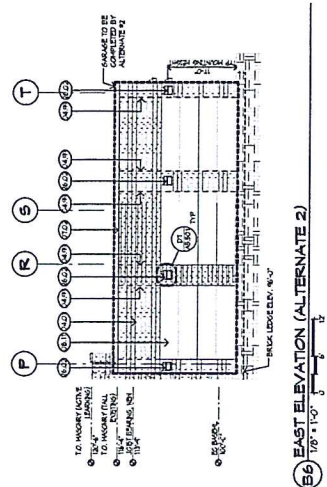
NO.	DESCRIPTION
1	EXIST. BRICK EXTERIOR WALL
2	EXIST. BRICK EXTERIOR WALL
3	EXIST. BRICK EXTERIOR WALL
4	EXIST. BRICK EXTERIOR WALL
5	EXIST. BRICK EXTERIOR WALL
6	EXIST. BRICK EXTERIOR WALL
7	EXIST. BRICK EXTERIOR WALL
8	EXIST. BRICK EXTERIOR WALL
9	EXIST. BRICK EXTERIOR WALL
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11	EXIST. BRICK EXTERIOR WALL
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20	EXIST. BRICK EXTERIOR WALL



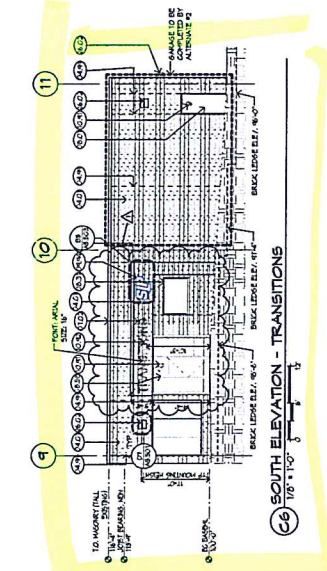
DATE: 11/17/2011  
BY: JMM/SJS  
CHECKED: JMM/SJS  
SCALE: AS SHOWN

EXTERIOR  
ELEVATIONS

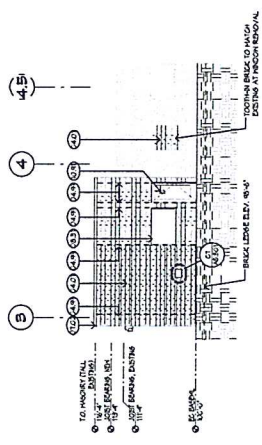
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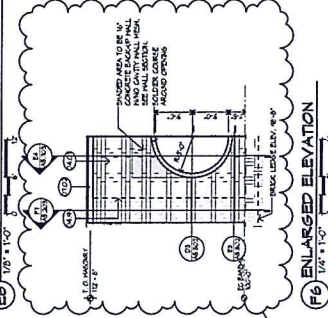
E6 EAST ELEVATION (ALTERNATE 2)  
1/8" = 1'-0"



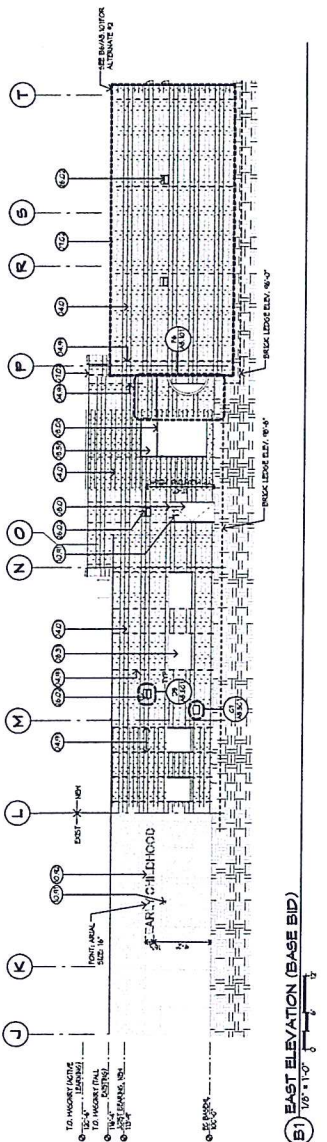
C6 SOUTH ELEVATION - TRANSITIONS  
1/8" = 1'-0"



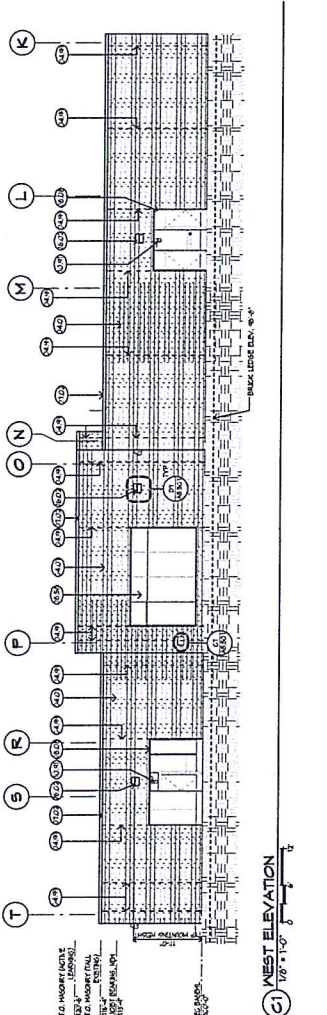
E5 SOUTH ELEVATION  
1/8" = 1'-0"



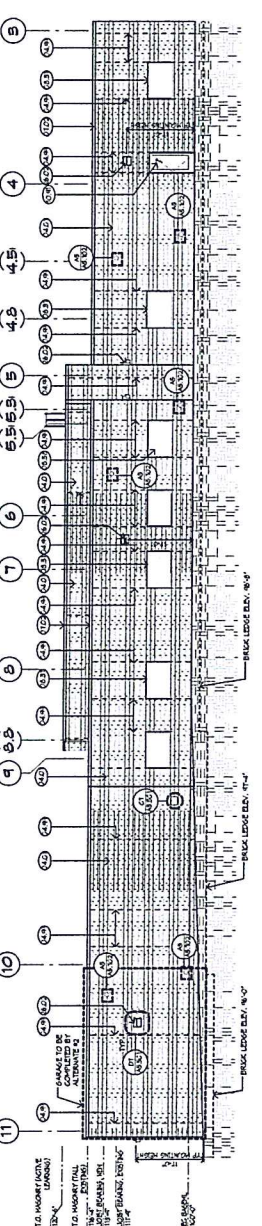
F6 ENLARGED ELEVATION  
1/8" = 1'-0"



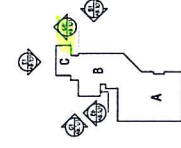
E1 EAST ELEVATION (BASE BID)  
1/8" = 1'-0"



C1 WEST ELEVATION  
1/8" = 1'-0"



E1 NORTH ELEVATION  
1/8" = 1'-0"

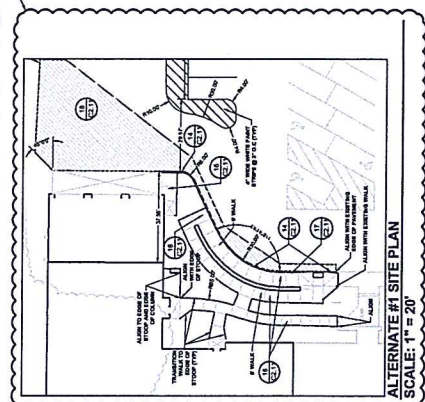
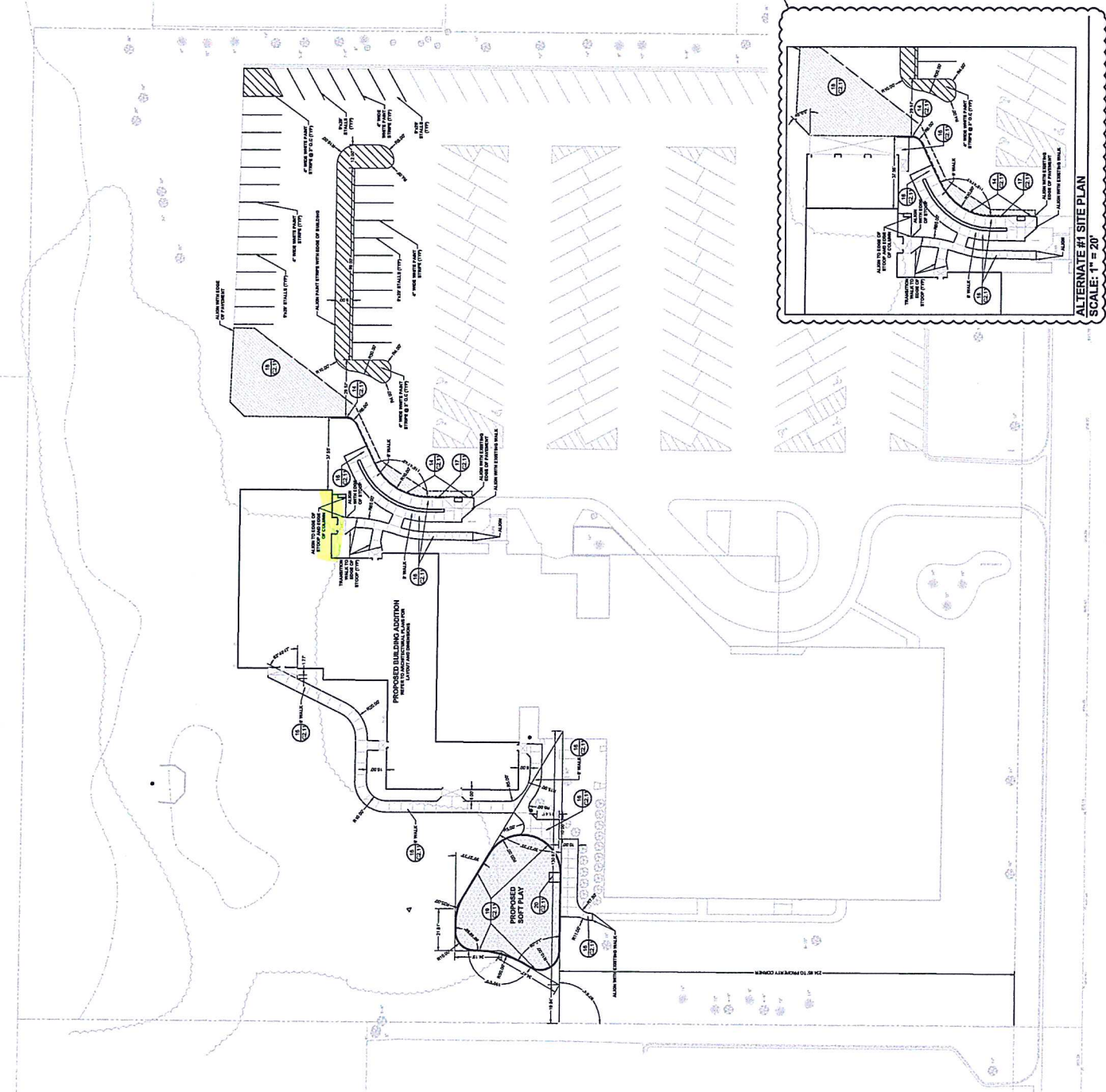
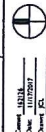


ELEVATION KEY PLAN  
NOT TO SCALE

MN

A

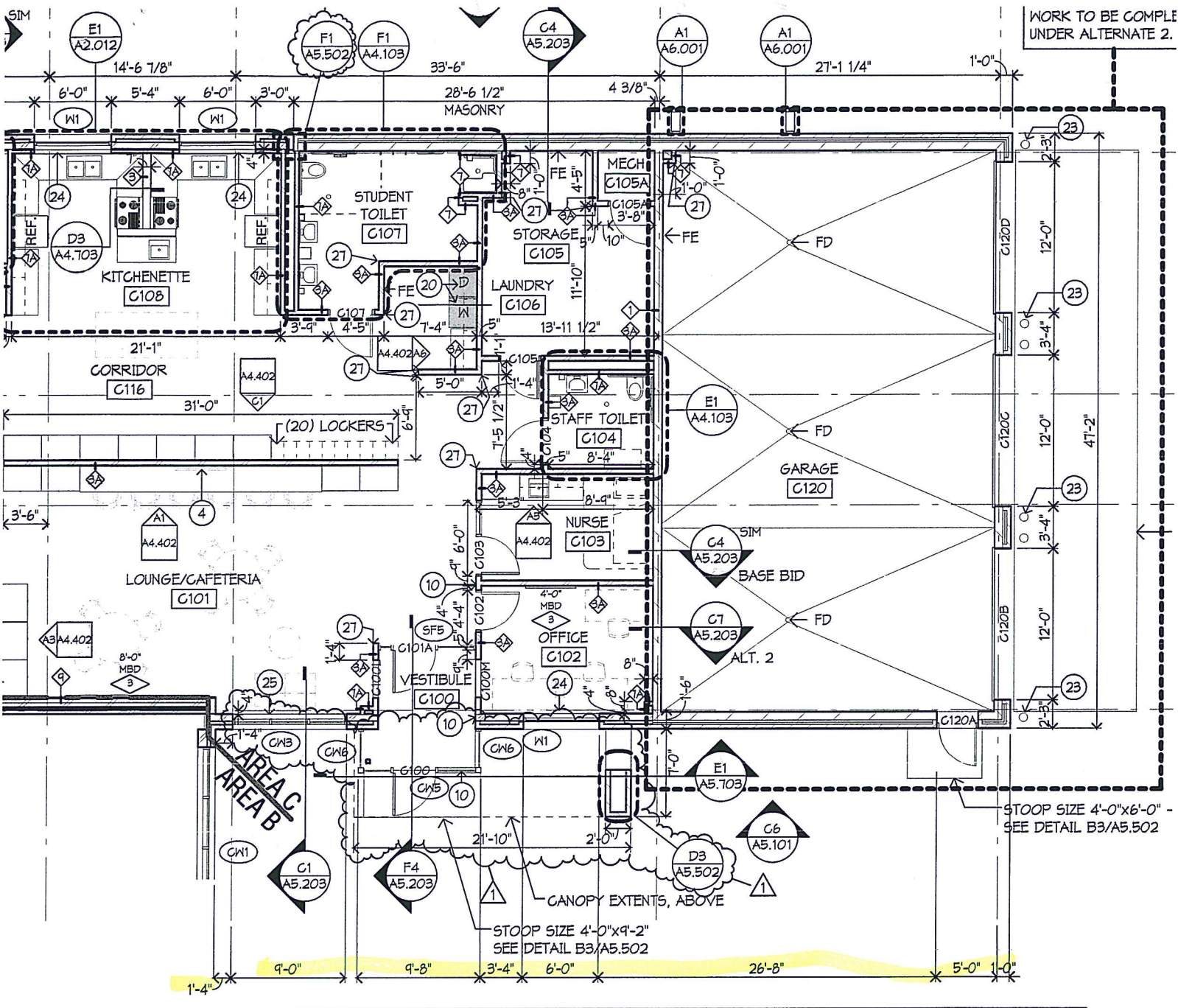




- NOTES:**
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
  2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
  3. CHECK ALL PLAN AND DETAIL DIMENSIONS AND VERIFY SAME BEFORE FIELD LAYOUT.
  4. ALL DISTURBED AREAS OUTSIDE THE BUILDING PAD WHICH ARE NOT DESIGNATED TO BE PAVED SHALL RECEIVE AT LEAST 8" OF TOPSOIL AND SHALL BE SOILED.
  5. A CONSTRUCTIVE LUMBER STRUTTING SHALL BE PROVIDED TO SUPPORT THE EXISTING FOUNDATION WALLS TO ALLOW FOR THE REMOVAL OF THE EXISTING FOUNDATION WALLS TO BE SOILED.
  6. FAILURE OF TEMP DEVELOPMENT IN THE EVENT THE CONTRACTOR FAILS TO PROVIDE AN APPROPRIATE TEMP DEVELOPMENT SHALL BE SOIL ALL APPLICABLE AREAS AT NO ADDITIONAL COST TO THE OWNER, TO THE SATISFACTION OF THE ENGINEER.

**LEGEND**

- EXISTENCE KEY TO SITE DETAILS
- PROPOSED CONCRETE WALL (C)
- PROPOSED HEAVY DUTY SYNTHETIC PAVEMENT (S)
- PROPOSED SOFT PLAY AREA (P)
- PROPOSED SPLASH PAD (SP)
- PROPOSED FENCE BARRIER (F)
- PROPOSED BUILDING ELEVATION (E)
- PROPOSED BUILDING STOP (S)
- PROPERTY LINE



#### ROOM FINISH SCHEDULE GENERAL NOTES

1. SEE SHEET A4.101 FOR ABBREVIATIONS

#### DOOR SCHEDULE GENERAL NOTES

1. ALL DOORS ARE 1 3/4" THICK UNLESS OTHERWISE NOTE

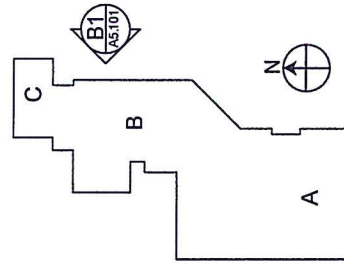
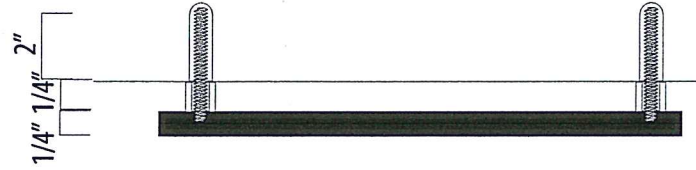


B1-A5.101  
Flat Cut Aluminum  
Qty: 1

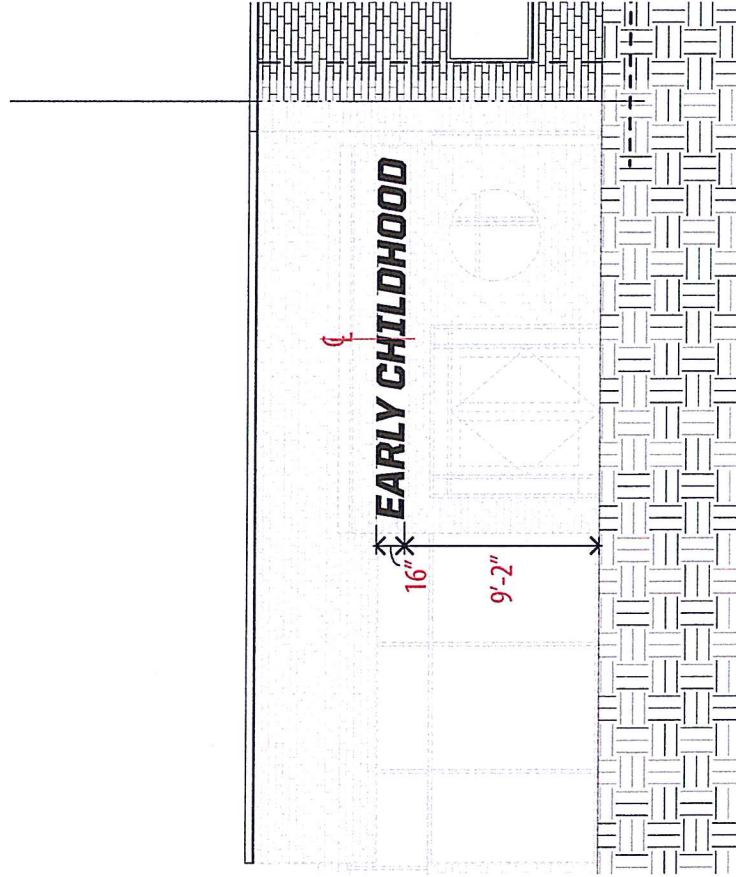
202"

16" **EARLY CHILDHOOD**

222



1/4" thick flat cut aluminum with welded 1/4" threaded  
stud boss receiver for 1/4"-20 stud mount, 1/4" spacer,  
extra dark bronze anodized  
United Italic Reg Black  
Mount with with silastic silicone adhesive  
Mounting template



ph: 651.481.9036 fx: 651.481.0613  
1209 West County Road C, Suite 100  
Arden Hills, MN 55112  
[www.fourthdimensioncnc.com](http://www.fourthdimensioncnc.com)

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Fourth Dimension CNC.

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

CUSTOMER  
Kellington Construction

PROJECT  
Spring Lake Park Eraly Childhood

JOB NUMBER  
106460

SUBMITTAL 1  
3.21.18

REVISION / DATE  
2 / 4.17.18

SCALE  
NTS - In proportion

SALES / PM  
Mitch / Corrine

# Spring Lake Park Early Childhood and Family Education

Independent School  
District 14  
1400 Main Street  
Spring Lake Park, MN 55332



WOLD ARCHITECTS  
AND ENGINEERS  
1111 University Ave. Suite 200  
Spring Lake Park, MN 55332  
Phone: 952.467.7777



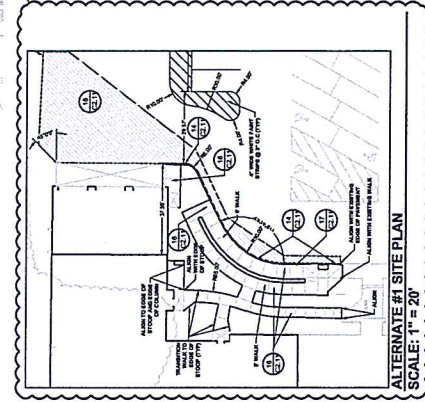
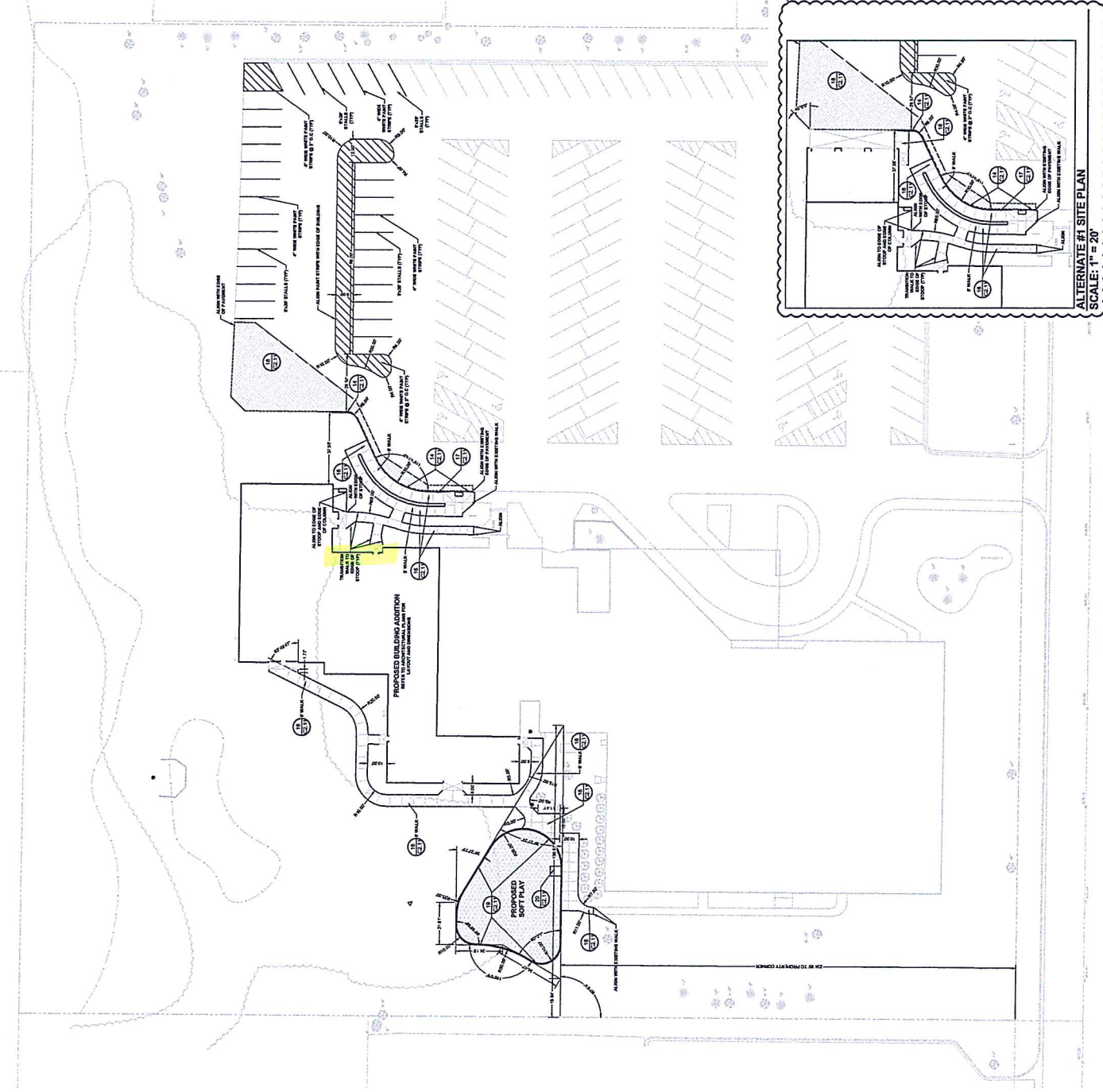
Project Name	Spring Lake Park Early Childhood and Family Education
Client	Independent School District 14
Architect	Wold Architects and Engineers
Engineer	Wold Architects and Engineers
Contract No.	0180
Revision	1
Date	08/08/13
Drawn By	JAS
Checked By	DAK



Site  
Plan

Scale: 1" = 20'

CI.21



- NOTES:**
1. REFER TO SHEET C1.1, GRADING AND DRAINAGE PLAN, FOR GENERAL NOTES.
  2. ALL APPLICABLE DIMENSIONS ARE TO FACE OF CURB, EDGE OF PAVEMENT, OR PROPERTY LINE UNLESS OTHERWISE NOTED.
  3. CHECK ALL PLAN AND DETAIL DIMENSIONS AND VERIFY NAME BEFORE FIELD LAYOUT.
  4. ALL EXISTING AREAS OUTSIDE THE BUILDING AND PAVEMENT ARE NOT GUARANTEED TO BE PAVED SHALL RECEIVE AT LEAST 6" OF TOPSOIL, AND SHALL BE SOILED.
  5. WHERE NEW SOIL MEETS EXISTING TYPICAL EXISTING TYPICAL SOIL SHALL BE SET TO ALLOW FOR ACCEPTABLE GROWTH TOPSOIL A JOINT BETWEEN EXISTING AND NEW AS ACCORDS TO ACCEPTABLE TYPICAL, THE CONTRACTOR SHALL RE-DO ALL APPLICABLE AREAS AT THE ADJACENT CORNER TO THE CORNER, TO THE SATISFACTION OF THE ENGINEER.

- LEGEND**
- PROPOSED CONCRETE WALL (C)
  - PROPOSED SOFT PLAY (S)
  - PROPOSED GUTTER BANK (G)
  - PROPOSED FLOOD LINE AND SECTION (F)
  - PROPOSED BUILDING STAIR (B)
  - PROPOSED BUILDING STAIR (B)
  - PROPERTY LINE

A



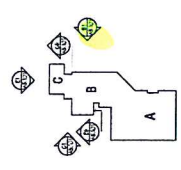
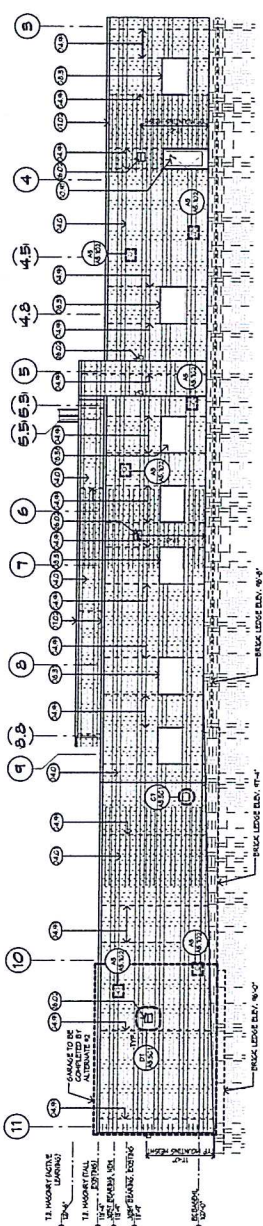
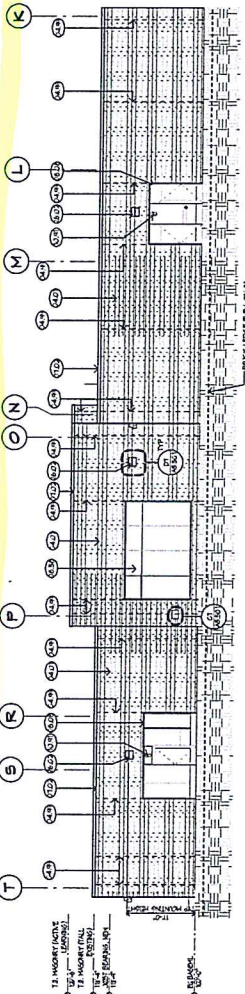
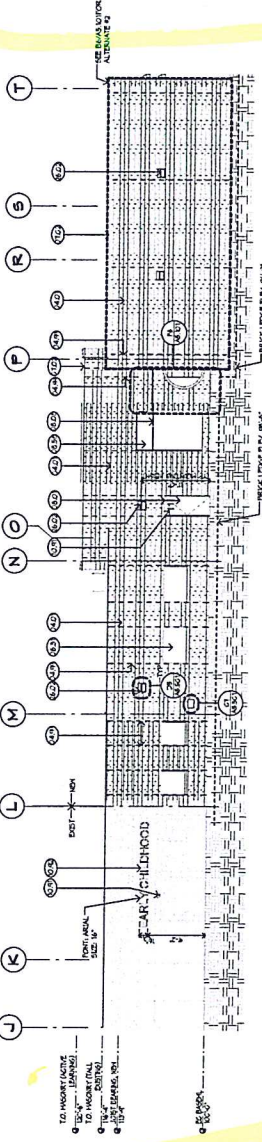
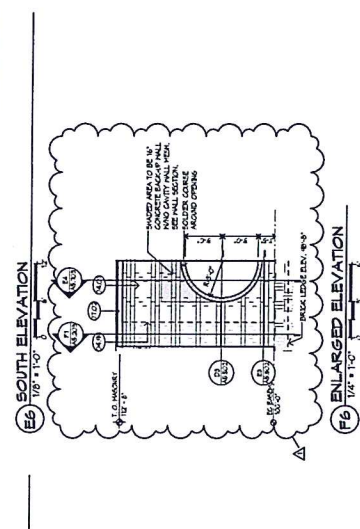
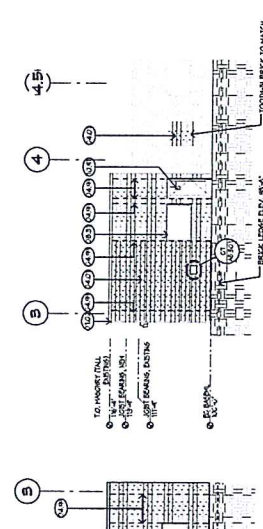
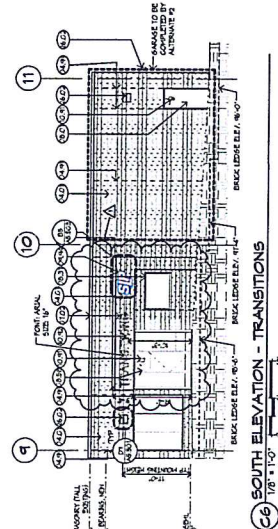
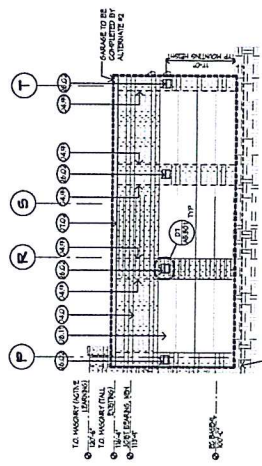


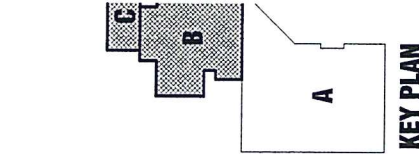
MATERIALS REF		QTY	UNIT	DESCRIPTION
SHEETS				
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0098	0098	1	1	1
0099	0099	1	1	1
0100	0100	1	1	1

[illegible]

County: 17029  
 Date: 11/17/2017  
 County: AMA DCS  
 Check: BOB

## EXTERIOR ELEVATIONS





**KEY PLAN**

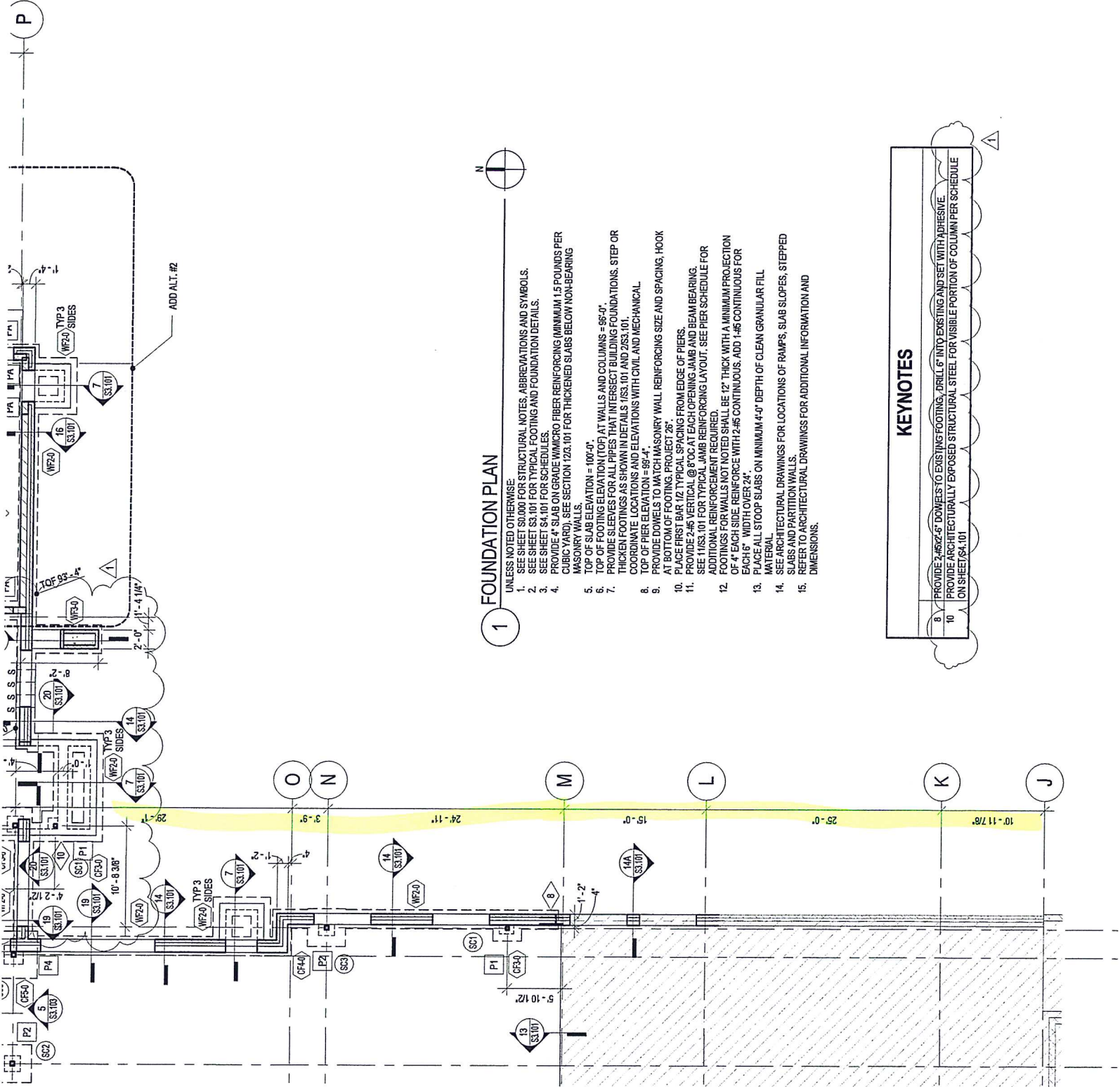
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BKBM JOB NUMBER: 17237.00

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

*Matthew J. Rider*

Matthew J. Rider  
Registration Number 43482 Date 11/

Revisions	
Description	Date
Addendum #1	12/13/17



**FOUNDATION PLAN**

- UNLESS NOTED OTHERWISE:
- SEE SHEET S0.000 FOR STRUCTURAL NOTES, ABBREVIATIONS AND SYMBOLS.
  - SEE SHEET S3.101 FOR TYPICAL FOOTING AND FOUNDATION DETAILS.
  - SEE SHEET S4.101 FOR SCHEDULES.
  - PROVIDE 4" SLAB ON GRADE W/MICRO FIBER REINFORCING (MINIMUM 1.5 POUNDS PER CUBIC YARD). SEE SECTION 122.101 FOR THICKENED SLABS BELOW NON-BEARING MASONRY WALLS.
  - TOP OF SLAB ELEVATION = 100'-0".
  - TOP OF FOOTING ELEVATION (TOP AT WALLS AND COLUMNS = 96'-0").
  - THICKEN FOOTINGS AS SHOWN IN DETAILS 1/S3.101 AND 2/S3.101. COORDINATE LOCATIONS AND ELEVATIONS WITH CIVIL AND MECHANICAL.
  - TOP OF PIER ELEVATION = 98'-4".
  - PROVIDE DOWELS TO MATCH MASONRY WALL REINFORCING SIZE AND SPACING, HOOK AT BOTTOM OF FOOTING. PROJECT 26".
  - PLACE FIRST BAR 1/2 TYPICAL SPACING FROM EDGE OF PIERS.
  - PROVIDE 2-#5 VERTICAL @ 8" OC AT EACH OPENING JAMB AND BEAM BEARING. SEE 1/S3.101 FOR TYPICAL JAMB REINFORCING LAYOUT. SEE PIER SCHEDULE FOR ADDITIONAL REINFORCEMENT REQUIRED.
  - FOOTINGS FOR WALLS NOT NOTED SHALL BE 12" THICK WITH A MINIMUM PROJECTION OF 4" EACH SIDE. REINFORCE WITH 2-#6 CONTINUOUS. ADD 1-#6 CONTINUOUS FOR EACH 6" WIDTH OVER 24".
  - PLACE ALL STOOP SLABS ON MINIMUM 4'-0" DEPTH OF CLEAN GRANULAR FILL MATERIAL.
  - SEE ARCHITECTURAL DRAWINGS FOR LOCATIONS OF RAMPS, SLAB SLOPES, STEPPED SLABS AND PARTITION WALLS.
  - REFER TO ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION AND DIMENSIONS.

**KEYNOTES**

- PROVIDE 2-#6X2'-0" DOWELS TO EXISTING FOOTING, DRILL 6" INTO EXISTING AND SET WITH ADHESIVE.
- PROVIDE ARCHITECTURALLY EXPOSED STRUCTURAL STEEL FOR VISIBLE PORTION OF COLUMN PER SCHEDULE ON SHEET S4.101



19  
~~19.98~~  $\times 2 =$  38  $\checkmark$   
38.5 ~~56~~



19.25 sqft.

New

$$73\cancel{\text{ft}} \times 2 = 146\cancel{\text{ft}}$$



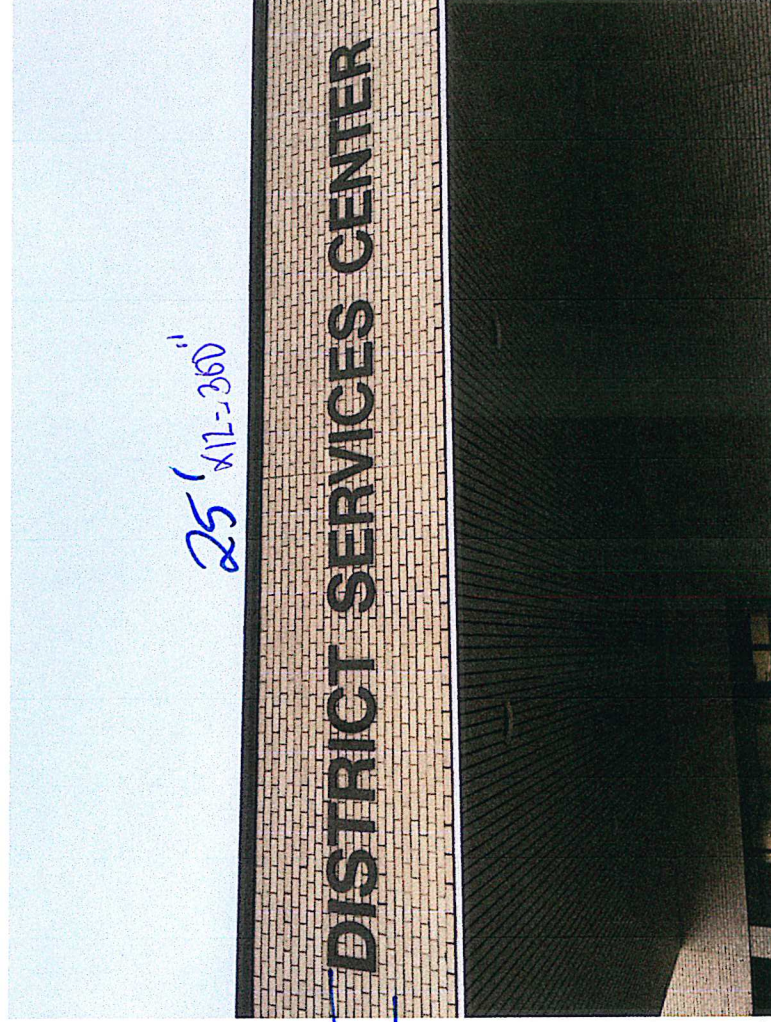
72.86 sq ft

New



Existing

33A



33.33 sq-ft

32 ft

existing



32 sq ft



splitting

147



13.71 sq ft





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

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## REPORT

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**TO:** Spring Lake Park City Council  
**FROM:** Barry L. Brainard, Code Enforcement Director  
**RE:** Code Enforcement Monthly Report for April 2018  
**DATE:** May 2, 2018

---

The Spring Lake Park Code Enforcement department is delegate the duties of enforcement for all building, mechanical, plumbing, fire, rental, property, nuisance, and zoning codes within Spring Lake Park.

In April 2018, a total of 11 building, 0 fire, 2 sign, 1 zoning, 3 mechanical, and 5 plumbing for a total of 22 permits issued compared to a total of 28 in 2017. I conducted 134 inspections in the month of April including 65 building, 27 mechanical, 22 plumbing, 3 rental, 5 fire, and 12 zoning inspections.

Construction continues rapidly at the Legends of Spring Lake Park, as the roof to the front entry canopy has been installed with mechanical, plumbing and drywall completion on Section B. Section B includes the entry with offices, gathering room, card room, mail room, library, gym, Salon, and theater.

On April 24<sup>th</sup> myself, Kristine Pearson, and Nancy Kelm conducted interviews for the part-time Code Enforcement Inspector position. We have a tentative offer at this time and are waiting the report from the Police Department for background check. I am hoping to start the position on May 8, through end of 2018.

Also attached with this report, please find the April 2018 Spring Lake Park vacancies listings. The listings include both residential and commercial properties indicating vacant and foreclosure properties as well as upcoming Sheriff Sales. April 2018 vacancy listing summarizes the following:

- 14 vacant/foreclosed residential properties currently posted by the Code enforcement department and/or soon to be posted. Down two from last month.
- 2 vacant/foreclosed commercial properties currently posted by the Code Enforcement department and/or soon to be posted. Remains the same from last month.
- 5 residential properties currently occupied and ready for Sheriff Sale's redemption. Remains the same from last month.

In April of 2018, I did not post any abandoned property. Also in the month of April, my department issued 13 administrative offense tickets and six written violation notices. All administrative offense tickets were issued due to nuisance violations in residential zones.

My time allotted for Code Enforcement in April is as follows:

Building Inspections:	49%
Mechanical Inspections:	20%
Plumbing Inspections:	16%
Rental and Certificate of Occupancy Inspections:	5%
Fire Inspections:	4%
Nuisance Inspections:	6%

In April of 2018, I also attended the following appointments:

- City Council meetings on April 2<sup>nd</sup> and 16<sup>th</sup>.
- Department Head meeting on April 3<sup>rd</sup>.
- North Suburban Code Officials meeting at Coon Rapids City Hall on April 10<sup>th</sup>.
- Planning Commission meeting on April 23<sup>rd</sup>.
- Code Enforcement Inspector interviews on April 24<sup>th</sup>.
- North Suburban Building Officials meeting at Roseville City Hall on April 24<sup>th</sup>.

The handout information included with this month report is one I created for installing a fence in Spring Lake Park. While all fences under eight feet in height are exempt from requiring a building permit, they still need to obtain a zoning permit to meet all Spring Lake Park zoning rules and regulations. This month handout help explain those rules.

This concludes the Code Enforcement Department monthly report for April 2018. If anyone has any questions or concerns regarding my report, I would be happy to answer them at this time.

**City of Spring Lake Park**  
**Permits Issued & Fees Report - Detail by Address**

Issued Date From: 4/1/2018 To: 4/30/2018

Permit Type: All Property Type: All Construction Type: All  
 Include YTD: Yes Status: Not Voided

Permit#	Date Issued	Site Address	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC Units	SAC Fees	WAC Fees	Total Fees
<b>Permit Type: BUILDING</b>													
<b>Permit Kind: COMMERCIAL ALTERATION</b>													
<b>Permit Kind: COMMERCIAL DEMOLITION</b>													
<b>Permit Kind: COMMERCIAL PAINT BOOTH</b>													
<b>Permit Kind: COMMERCIAL REMODEL</b>													
2018-00100	04/20/2018	8201 CENTRAL AVE NE STE		0	75,000.00	951.79	618.66	37.50					1,607.95
<b>Permit Kind: PUBLIC ADDITION</b>													
<b>Permit Kind: PUBLIC REMODEL</b>													
<b>Permit Kind: SINGLE FAMILY DECK</b>													
2018-00083	04/11/2018	8420 LADDIE RD NE		0	7,458.00	168.61	109.60	3.73					281.94
<b>Permit Kind: SINGLE FAMILY DOOR REPLACEMENT</b>													
2018-00092	04/12/2018	841 81ST AVE NE		0	1,114.00	55.52		0.56					56.08
2018-00094	04/13/2018	8101 TAYLOR ST NE		0	2,400.00	85.96		1.20					87.16
<b>Permit Kind: SINGLE FAMILY EGRESS WINDOW</b>													
2018-00084	04/05/2018	809 BALLANTYNE LN NE		0	10,000.00	210.14	136.59	5.00					351.73
<b>Permit Kind: SINGLE FAMILY REMODEL</b>													
2018-00087	04/09/2018	7849 MADISON ST NE		0	6,600.00	154.59	100.48	3.30					258.37
<b>Permit Kind: SINGLE FAMILY ROOFING</b>													
2018-00089	04/09/2018	743 LUND AVE NE		0	17,983.50	340.60		8.99					349.59
2018-00098	04/19/2018	8129 TAYLOR ST NE		0	12,000.00	242.82		6.00					248.82
2018-00104	04/23/2018	8271 TAYLOR ST NE		0	6,100.00	151.42	5.00	3.05					154.47
<b>Permit Kind: SINGLE FAMILY SIDING</b>													
2018-00091	04/11/2018	8200 5TH ST NE		0	13,000.00	259.16		6.50					265.66
<b>Permit Kind: SINGLE FAMILY STRUCTUAL</b>													
<b>Permit Kind: SINGLE FAMILY WINDOW REPLACEMENT</b>													

Permit#	Date Issued	Site Address	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC Units	SAC Fees	WAC Fees	Total Fees
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Permit Type: BUILDING

Permit Kind: SINGLE FAMILY WINDOW REPLACEMENT

2018-00095 04/13/2018 1154 79TH AVE NE

0

20,979.00

389.55

10.49

400.04

Permit Type: BUILDING - Totals

Period	11	0	172,634.50	3,010.16	970.33	86.32							4,061.81
YTD	43	0	11,511,984.90	69,701.62	41,095.64	3,305.98							114,088.24

Permit Type: FIRE ALARM

Permit Kind: COMMERCIAL FIRE ALARM

Permit Kind: MULTI-FAMILY FIRE ALARM

Permit Type: FIRE ALARM - Totals

Period	0												
YTD	2	0											3,750.00

Permit Type: FIRE SUPPRESSION

Permit Kind: COMMERCIAL FIRE SUPPRESSION

Permit Type: FIRE SUPPRESSION - Totals

Period	0												
YTD	4	0	1,429.64	67.59	15.89								1,508.12

Permit Type: MECHANICAL

Permit Kind: COMMERCIAL HEATING, VENT & AC

2018-00107 04/25/2018 8201 CENTRAL AVE NE STE

0

50.00

1.25

51.25

Permit Kind: MULTI-FAMILY HEATING, VENT & AC

Permit Kind: SINGLE FAMILY HEATING, VENT & AC

Permit Kind: SINGLE FAMILY HVAC - RESIDENTIAL SINGLE

2018-00093 04/13/2018 8014 CENTRAL AVE NE

0

40.00

1.00

41.00

5/2/2018



Permit#	Date Issued	Site Address	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC Units	SAC Fees	WAC Fees	Total Fees
---------	-------------	--------------	--------------	-------------	-----------	---------	------------	-----------------	-----------	-----------	----------	----------	------------

Permit Type: MECHANICAL

Permit Kind: SINGLE FAMILY HVAC - RESIDENTIAL SINGLE													
2018-00090	04/09/2018	1328 COUNCIL OAKS DR NE		0		40.00		1.00					41.00

Permit Type: MECHANICAL - Totals

Period													
			3	0		130.00		3.25					133.25
YTD													
			32	0		13,546.14		332.50					13,878.64

Permit Type: PLUMBING

Permit Kind: COMMERCIAL PLUMBING													
2018-00106	04/25/2018	8201 CENTRAL AVE NE STE		0		85.00		1.00					86.00
2018-00088	04/16/2018	8383 SUNSET RD NE		0		103.00		1.00					104.00

Permit Kind: MULTI-FAMILY PLUMBING

Permit Kind: SINGLE FAMILY PLUMBING													
2018-00103	04/25/2018	600 84TH AVE NE		0		45.00		1.00					46.00
2018-00085	04/03/2018	8192 MIDDLETOWN RD NE		0		45.00		1.00					46.00
2018-00086	04/06/2018	786 SANBURNOL DR NE		0		45.00		1.00					46.00

Permit Type: PLUMBING - Totals

Period													
			5	0		323.00		5.00					328.00
YTD													
			22	0		1,356.00		22.00					1,378.00

Permit Type: SIGN

Permit Kind: COMMERCIAL SIGN PERMANENT													
2018-00099	04/19/2018	1301 81ST AVE NE		0		0.00							0.00
2018-00101	04/20/2018	8466 CENTRAL AVE NE		0		216.00							216.00

Permit Type: SIGN - Totals

Period													
			2	0		216.00							216.00
YTD													
			2	0		216.00							216.00

Permit#	Date Issued	Site Address	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC Units	SAC Fees	WAC Fees	Total Fees
---------	-------------	--------------	--------------	-------------	-----------	---------	------------	-----------------	-----------	-----------	----------	----------	------------

Permit Type: ZONING

Permit Kind: SINGLE FAMILY ACCESSORY BUILDING  
 2018-00096 04/26/2018 8401 5TH ST NE 0

45.00

45.00

Permit Kind: SINGLE FAMILY FENCE

Permit Type: ZONING - Totals

Period	1	0				45.00							45.00
YTD	2	0				90.00							90.00

Report Total	Period	22	0		\$172,634.50	3,724.16	970.33	94.57					4,784.06
	YTD	107	0		\$11,511,984.90	86,339.40	41,163.23	3,676.37					134,909.00

# **Vacants, Foreclosed Properties or Sheriff Sales, May 2018**

I checked ABC Newspapers Public records 4-27-18 online. No new info. Nklem

Residential Prop. Address	Name	Date	120 day	120 day vac.	\$200. vac fee	Add'l vac,	Abandoned Date
8012 NE 5TH ST	LARRY RAYMOND, DIED	03/30/18	07/28/18				
475 NE 82nd	DAWN DOBOSZENSKI, DIED	xx					
7927 NE Buchanan	DOROTHY WALLIN, DIED	xx					
8064 NE GARFIELD ST	PETER BOROWITZ	06/06/12	10/04/12	Paid 7-21-16	Paid 2012-2016	A/D \$ DUE	6/6/12 \$ DUE
1880 NE HWY 10	ARNOLD JOHNSON SR, DIED	06/26/15	10/24/15	\$ DUE	A/D \$ DUE	A/D \$ DUE	6/26/15 \$ DUE
626 NE IONE AVE	DAVID STAHL /Son Doug Stahl	xx					
812 NE LUND AVE	RITA HERR, DIED 3-2018	05/23/12	09/20/12	\$ DUE	A/D \$ DUE	A/D \$ DUE	10/4/13 \$ DUE
459 NE MAPLE ST	DOONNA GREEN, DIED/Ion Green	xx					
649 Manor 3-30 Delayed	JOYCE RASMUSSEN DIED 3-2018	12/01/17	03/31/18	Buyer advsd will owe \$200 vacant			
8345 NE PIERCE ST	JOHN VVLASEK, see notes	5/29/13	09/26/13	Paid 12-6-13	A/D \$ DUE	A/D \$ DUE	5/29/13 Paid 12-20-13
7972 PLEASANTVIEW/Fire @prop	WELLS FARGO/Dustin Otis	xx					
924 RALEIGH Mailing c/o XH Dan	PAT HUTCHISON DIED	xx					
8024 TERRACE RD	LEONA HANSON, OWNER	xx					
7901 UNIVERSITY	JANE TWEDT, DIED Jan.2018	xx					

Recent Prop. Closings Note: I only list the properties that closed & were previously listed above. The City has had numerous property sales/closings.

533 81st CLSD 3-8-18 See nancy	Michael Timoshenko	1/8/18	05/08/18	Michael will owe on 5-8-18			01/08/18 Paid 2-8-18
542 lone closed 4-11-18	Buyer Mustafa Yousif/Kawthar Al	12/1/17	03/31/18	Paid 4-6-18	A/D 12-1-18	A/D 12-1-19	xx
600 lone Closed twice	Xceptional Invest. Sold to Tesoro	03/19/15	07/17/15	Paid \$600. vac 3-16-18	Owes \$200.(3/19/1	3/19/15	\$ DUE

NOTE: I didn't hear from Xceptional Hms until Mar. He clsd 2-23/turned around & sold prop to Olmedo Alvarez/Tesoro Hms. I TT him 4-9-18. He will stop by cityhal

Commercial Prop Address							
8407 PLAZA BLVD	POV'S						
8355 UNIVERSITY AVE	PESTELLO'S TAVERN & GRILL	5/20/15	09/17/15		5/20/2016	5/1/2017	\$ due
Spring Lake Park Terrace/Mfrd. & Mobile Home Park		Posted	120 Day	120 Day Fee	1 Year Vacant		Abandoned Res. CO Paid
8155 NE Cleveland	GIW Group LTD	Vacant	Expiration	Paid	Date		Date
8163 NE Cleveland	GIW Group LTD	3-28-16	07/26/16		3-28-2017		3-28-2016
SHERIFF SALES							
Service Address	Name	Date					
534 78TH AVE/Sold Closing 5-15	TONI YURICH	11/22/17					to vacate
716 NE 82ND AVE	MARC & ANDREA PORTER	5/7/18					5/22/18
1540 NE CTY HWY 10 4SALE?	ULTIMATE AUTO & CUSTOMS	1/22/18					11/07/18
615 MAPLE 4SALE per MLS online	ELIZABETH J TROTTER	4/5/18					07/22/18
							10/05/18





# CITY OF SPRING LAKE PARK

1301 Eighty First Avenue Northeast  
Spring Lake Park, Minnesota 55432  
Ph: 763-784-6491 Fax: 763-792-7257  
Website: [www.slpmn.org](http://www.slpmn.org)

## FENCES

The purpose of regulating fences is to promote a pleasant physical environment and to protect the public and private property within the City by regulating the location, height, type of construction, and maintenance of all fences.

### **YOU MUST HAVE YOUR PROPERTY STAKES LOCATED AND EXPOSED BEFORE AN INSPECTION WILL BE CONDUCTED.**

The owner/contractor acting as the applicant is responsible for locating the property corner markers prior to applying for a fence permit. If the iron lot corner pins cannot be found, the applicant is to contact a Land Surveyor to re-establish the lot corners before commencing with the fence building. If there is any dispute by your neighbors and/or the inspector as to exact location of a property line, the applicant is to contact a Land Surveyor to locate such property line(s). A metal detector can be useful to find the iron corner marker pins. Refer to your property survey for lot dimensions. When an inspector comes out to inspect your fence, they will need to see your exposed property stakes.

If you are wishing to **connect your fence to any adjacent property fences** which are not yours, you must first get written approval from the neighbor and include such written approval with your fence permit application.

### **PERMIT REQUIRED**

No fence shall be erected or substantially altered without obtaining a zoning permit from the Building Inspections Department. The fee for a fence permit is \$45.00. Permit are issued for a six month (180 days) period giving the applicant six months (180 days) to complete, inspect and close out the permit before such permit is to expire.

### **DEFINITIONS**

Fence: A fence is defined as any partition, structure, wall, or gate erected as a divider marker, barrier or enclosure and located along the boundary, or within the required yard. For the purpose of this Section, a fence shall not include naturally growing shrubs, trees or other foliage.

### **LOCATION OF FENCE**

Please review the Spring Lake Park handout: "Property Line Locations" and "Certificate of Survey/Site Plan" for more information regarding your property line locations and requirements. Fences, when constructed to enclose any lot or tract of land, shall be located in such a way that the entire fence shall be on the property of the owner. Posts and framework shall be placed within six inches of the property lines of the owner and the actual finished fencing material, such as wire, lumber, pickets, etc., shall be placed on **outside** of the fence which faces the street or adjacent property.

No fences shall be allowed or constructed on street right-of-ways. Fences may, by permit, be placed on public utility easements so long as the fence do not interfere in any way with existing underground or over ground utilities. Further, the City of any utility company having authority to use such easements shall not be liable for repair or replacement of such fences in the event they are moved, damaged or destroyed by virtue of the lawful use of said easement.

### **CONSTRUCTION AND MAINTENANCE**

Every fence shall be constructed in a workmanlike manner and of substantial material reasonably suited to the purpose for which the fence is to be used. Every fence shall be maintained in a condition of reasonable repair and shall not be allowed to become and remain in a condition, which would constitute a public nuisance, or a dangerous condition. If such a fence is allowed to become and remain in such condition, a Building Inspector is authorized to notify the owner or owners of such fences of the condition and allow owner or owners ten (10) days in which to repair or demolish the fence.

Link fences, where permitted, shall be constructed in such a manner that the barbed end is at the bottom of the fence.

No barbed wire or barbed wire fences shall be allowed on private property in residential zones. No barbed wire or barbed wire fences shall be allowed

on private property in business or industrial zones where the property lines of such property abut lots or parcels adjacent to residential districts.

All fences shall be constructed in conformity with the wind, stress, foundation, structural and other requirements of the Minnesota State Building Code.

### **RESIDENTIAL FENCES**

In all residential districts, fences shall have the following setbacks and heights limitations:

Front Yard -Maximum height of four (4) feet above ground level in front of the front face of the residential structure.

Side Yard - Maximum height of six (6) feet above ground level.

Rear Yard - Maximum height of six (6) feet above ground level.

The required front yard of a corner lot shall not contain any fence that may cause danger to traffic on a street or public road, by obscuring the view. On corner lots, no fence higher than 36 inches shall be permitted within the 50-foot intersection sight distance triangle.

### **COMMERCIAL AND INDUSTRIAL FENCES**

In business and industrial zones, fences may not exceed eight (8) feet in height above the ground level, and the use of barbed wire is prohibited, except that the top one (1) foot of any fence along side or rear lot lines in these zones may be constructed of barbed wire. Barbed wire is also permitted for the top one (1) foot of fences in industrial zones when fronting a public street and placed no closer than the parking setback. Barbed wire shall not be permitted adjacent to any residential district.

### **FENCING BETWEEN COMMERCIAL/INDUSTRIAL AND RESIDENTIAL ZONES**

Whenever a Residential zone is adjacent to or across the street from a Commercial/Industrial zone, the commercial or industrial land owner/developer must provide a minimum six (6) foot high fence for screening. The fence shall not have less than ninety (90) percent opacity for screening purposes.

### **SPECIAL PURPOSE FENCES**

Fences for special purpose and fences differing in construction, heights, or location, may be permitted in any commercial or industrial district in the city, only by issuance of a conditional use permit approved by the City Council after a recommendation by the

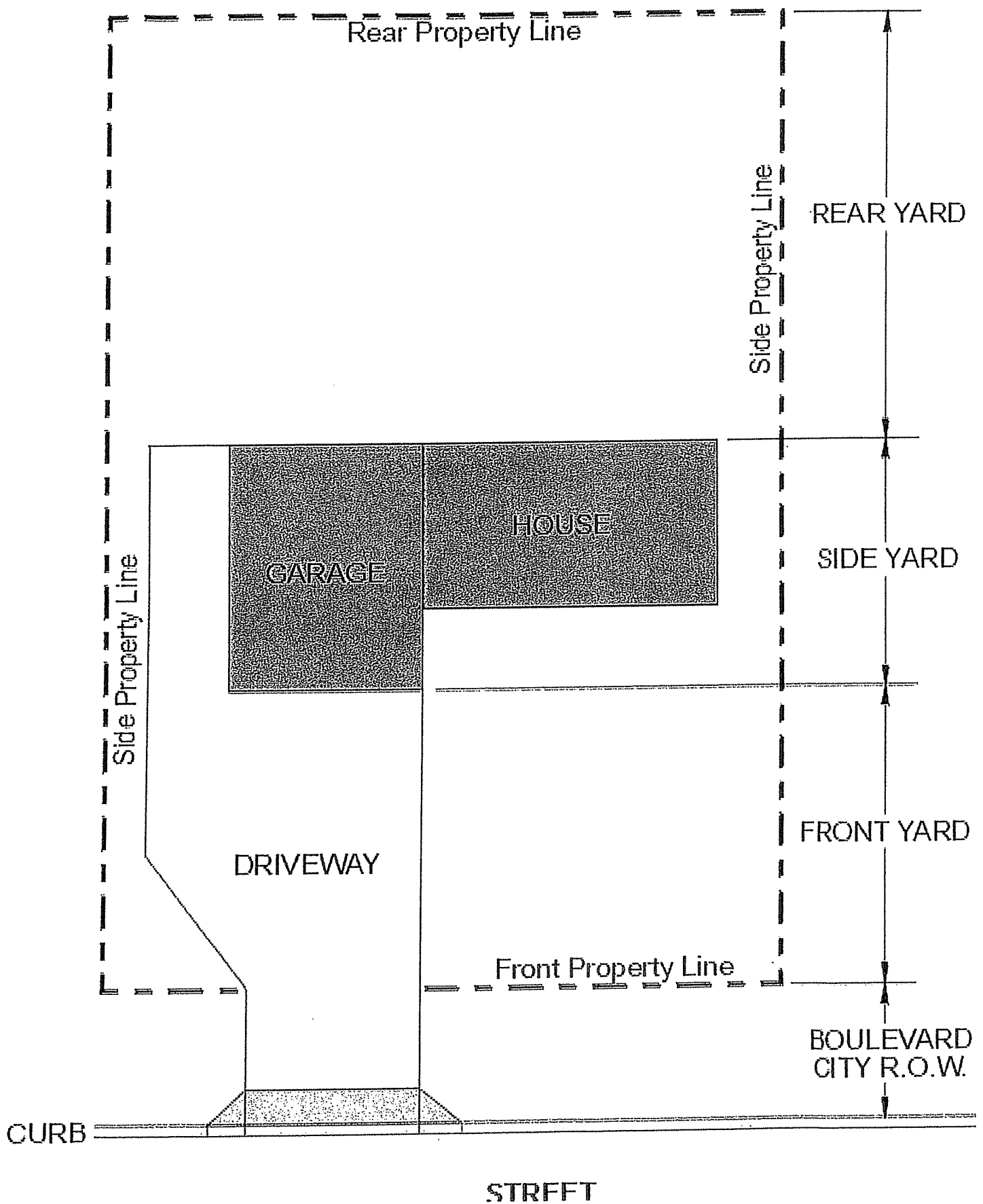
Planning Commission, and upon evidence that such special purpose fence is necessary to protect, buffer, or improve the premises for which such fence is intended. The approval of such buffer fences may include stipulations as to the material, heights, or location of such special purpose fences.

### **NON-CONFORMING FENCES**

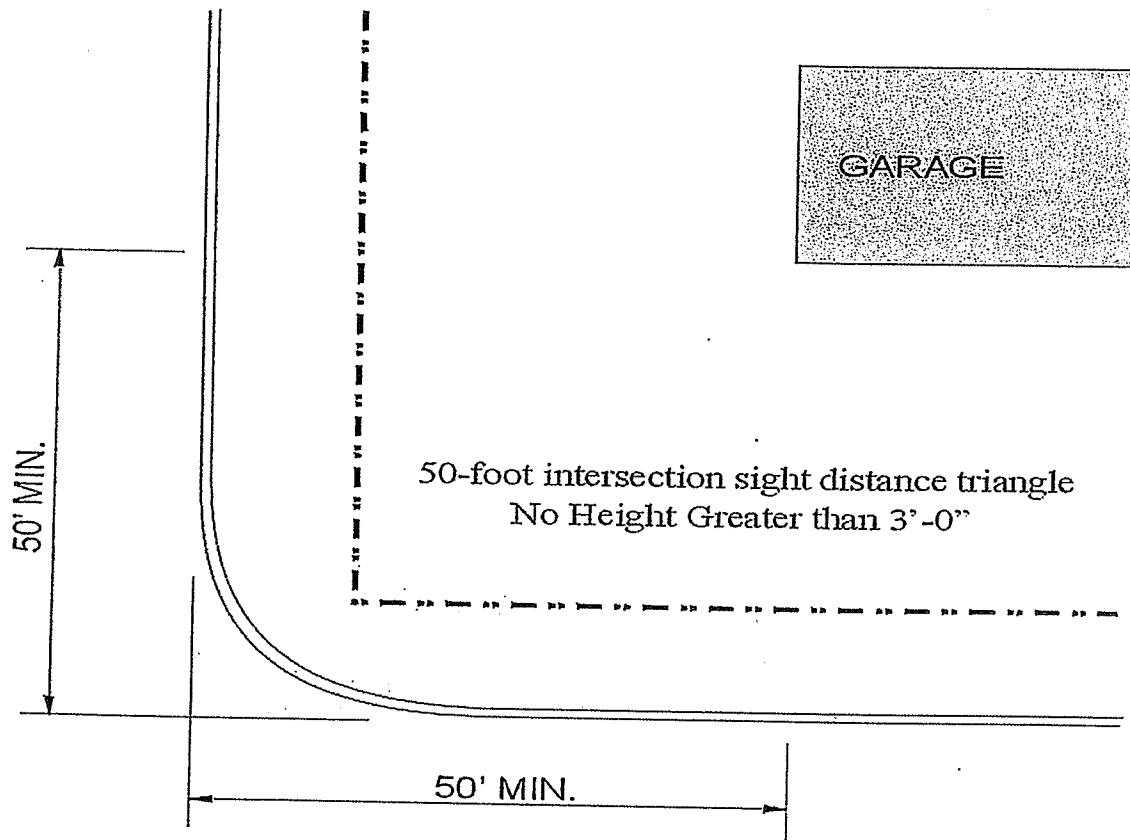
All existing fences, at the time of the adoption of this Section, which are not in violation of this Section and are not located within a public right-of-way or easement, but which violate other Sections of this Code, may be continued to be maintained and to exist but may not be replaced, if destroyed or removed, to the extent that the violations be continued.

### **QUESTIONS?**

If you have questions about the information in this handout, please contact the Building Official at (763) 784-6491, or e-mail your questions to [bbrainard@slpmn.org](mailto:bbrainard@slpmn.org)



CORNER LOT CLEARANCE REQUIREMENT





## **RESOLUTION NO. 18-14**

### **A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR AN AUTO REPAIR FACILITY AT 1540 COUNTY ROAD 10 NE**

**WHEREAS**, Daniel Gelb has made application for a conditional use permit to allow an auto repair facility at 1540 County Highway 10 NE, located in the C-1 zoning district; and

**WHEREAS**, the property is legally described as follows:

Lot 9, Auditors Subdivision 152, subject to easement of record; and

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

**WHEREAS**, a public hearing to consider the proposed conditional use permit was held by the Planning Commission on April 23, 2018; and

**WHEREAS**, the Planning Commission has recommended approval of the conditional use permit, subject to conditions.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Spring Lake Park, Minnesota that the City Council hereby approves a conditional use permit to permit a auto repair facility at 1540 County Highway 10 NE, subject to the following conditions:

1. All vehicles waiting for repair or pick-up shall be stored within an enclosed building or in designated off-street parking spaces.
2. All work shall be performed within a completely enclosed building.
3. All vehicles parked or stored on site shall display a current license plate with a current license tab.
4. Outside storage of automobile parts or storage of inoperable or salvage vehicles shall be prohibited.
5. The sale of vehicles shall be prohibited.
6. The use shall employ best management practices regarding the venting of odors, gas and fumes. Such vents shall be located a minimum of ten feet above grade and shall be directed away from residential uses. All storage tanks shall be equipped with vapor tight fittings to eliminate the escape of gas vapors.
7. Waste containers are enclosed or inside the building, in accordance with City standards.
8. Landscaping of the boulevard along County Highway 10 in the southeastern part of the site will be restored to match other boulevard areas.
9. The applicant will stripe the parking lot to delineate parking spaces meeting City dimensional standards.
10. Proper parking will be provided and designated for visitors, customers, and employees in accordance to City and ADA standards.

11. The applicant will provide a drawing to the City Engineer illustrating revisions to the parking lot including striping, parking areas and boulevard landscaping prior to making improvements.
12. A certificate of occupancy must be obtained from the Code Enforcement Director prior to the start of use.

**BE IT FURTHER RESOLVED** that the request by the applicant to sell used automobiles from the site is hereby denied due to the fact that “Auto and marine; sales, leasing and rental” is not a permitted use in the C-1 zoning district pursuant to Appendix D of the Spring Lake Park Zoning Code.

The foregoing Resolution was moved for adoption by Councilmember.

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

And the following voted against the same: .

Whereon the Mayor declared said Resolution duly passed and adopted the 7th day of Mayy, 2018.

APPROVED BY:

---

Cindy Hansen, Mayor

ATTEST:

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Daniel R. Buchholtz, City Administrator

To:	Planning Commission	From:	Phil Carlson, Katrina Nygaard
	City of Spring Lake Park		Stantec
File:	Staff Report for 1540 County Road 10 CUP	Date:	April 18, 2018

**Reference:** 1540 County Road 10 CUP

## 1540 COUNTY ROAD 10 | CONDITIONAL USE PERMIT APPLICATION

Daniel L. Gelb of Northern Auto Repair, LLC (applicant) has submitted a Conditional Use Permit (CUP) application for the operation of a used car sales lot and auto repair facility. The application was filed on March 9, 2018 to the City of Spring Lake Park. This staff report identifies the background information about the property, provides an analysis of the proposed use, identifies issues and concerns with the proposed use, and includes a recommendation that the planning commission approve the application with conditions.

### BACKGROUND

The applicant has submitted a request for a conditional use permit at 1540 County Road 10 to allow for a used car sales lot and automobile repair business. The District Service Center is located on a six-acre site, adjacent to County Road 10, the city water tower, and Jerry's Floor Store (Figure 1). Currently, the site is vacant, though it has most recently been used as an automobile repair shop. This shop was closed and their conditional use permit revoked because of numerous complaints and violations on the site. Prior to the repair shop, the site was used for used automobile sales.

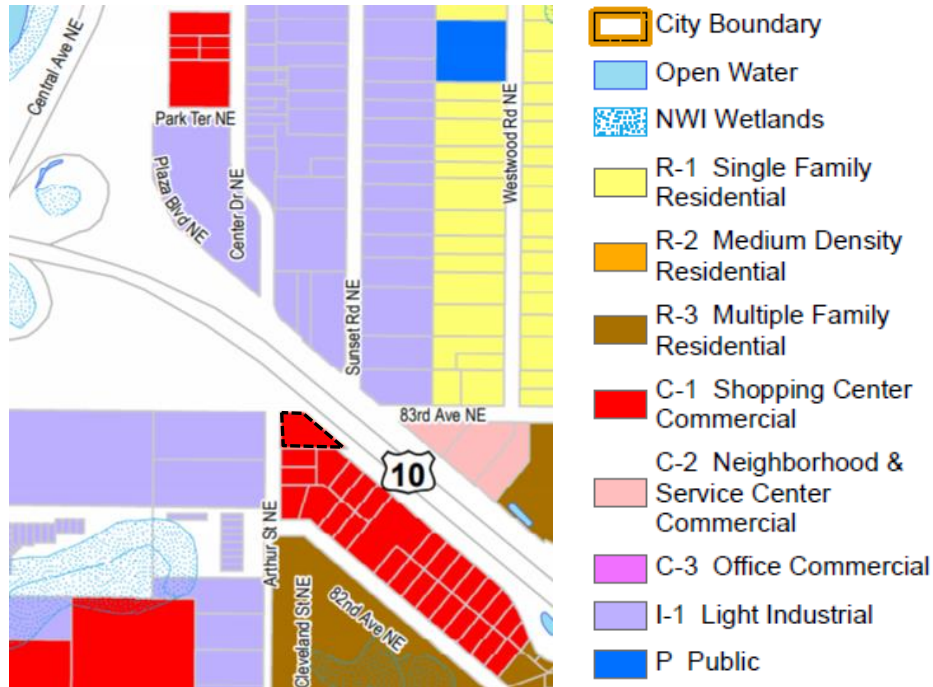
The property is zoned C-1 Shopping Center Commercial and guided Commercial on the 2030 Future Land Use Plan. The proposed automobile repair shop is a conditional use in the C-1 zoning district and consistent with the Comprehensive Plan (Figures 2 and 3). The proposed used automobile sales lot is prohibited in the C-1 zoning district.

The Conditional Use Permit will only apply to the use for the automobile repair shop, as a used automobile sales lot is prohibited.

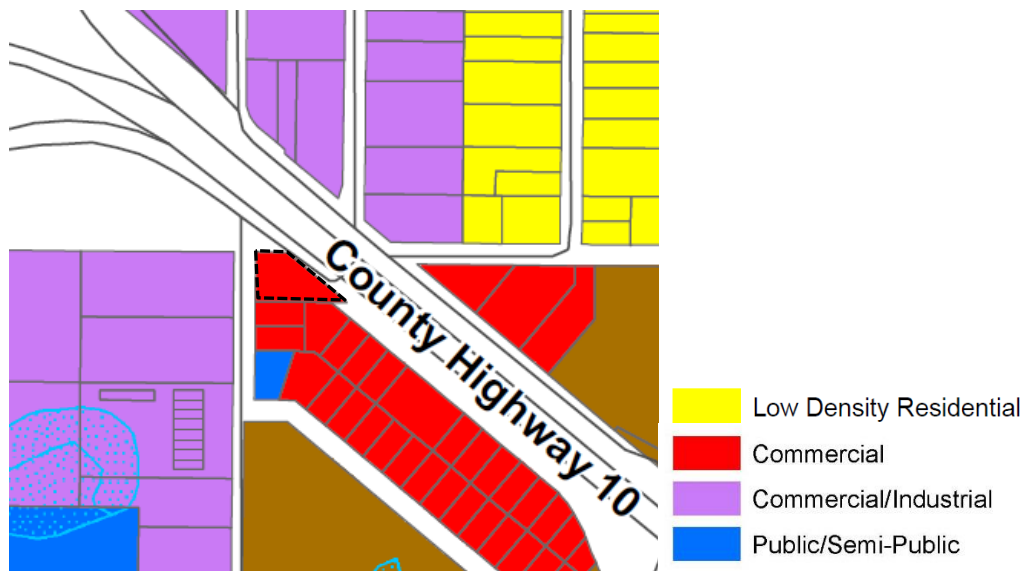


**Figure 1: Project Area**

**Reference: 1540 County Road 10 CUP**



**Figure 2: Zoning**



**Figure 3: 2030 Future Land Use**

**Reference: 1540 County Road 10 CUP**

## **ANALYSIS**

### **Conditional Use Permits**

Section §153.202 of the City of Spring Lake Park's zoning code outlines the requirements to approve a conditional use permit. This application has been analyzed with respect to those requirements, listed below.

**(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;**

The applicant states that the proposed use will stimulate the local economy and that the repair facility will be convenient. The applicant also notes that these uses have existed in the past, within the last ten years.

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

The applicant states that the use will be consistent with existing and past uses on the property. The location is already designed and built for auto-oriented maintenance and sales so no construction or renovations will be needed.

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

The applicant states that the proposed use will comply with the zoning code. Auto repair shops are conditional uses in the C-1 Shopping Center Commercial District and are subject to this review, regardless of the proposed site. Although the applicant has requested a conditional use permit for a used automobile sales lot on the site, this type of use is prohibited in the C-1 district.

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

Auto repair and maintenance facility: permitted as a conditional use in the C-1 Shopping Center Commercial District

Used automobile sales lot: not permitted in the C-1 Shopping Center Commercial District

See Appendix D: Schedule of Permitted Uses by District in the zoning code for reference.

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

The applicant states that the proposed use will have limited impact on neighboring properties. Surrounding properties are commercial in use and access to County Road 10 makes auto-oriented uses, such as a repair shop appropriate. Regardless of the use, the property must minimize negative impacts of Additional information about permitted uses, landscaping and boulevards, and waste management is included in the Issues and Concerns section of this memo.

**Reference: 1540 County Road 10 CUP**

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

The use will be in the rear of the property and there are no proposed changes to the site. This use will have no impact on property values or scenic views in the area. Additional information about parking and landscaping are included in the Issues and Concerns section of this staff report.

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

The applicant states in their application that existing roadways and access points on to Arthur Street NE will be adequate for the proposed use. Additional information about parking is included in the Issues and Concerns section of this staff report.

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

Yes. The site has a large paved area that will be ample for parking requirements for the proposed use. In Appendix A: Schedule of Off-Street Parking and Loading Requirements, it is determined that an automobile repair shop must have 3 spaces per repair bay and 1 space per shift employee. Additional information about parking is included in the Issues and Concerns section of this staff report.

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

The applicant proposes no physical changes to the site; stormwater runoff will not be increased by the proposed use.

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

The proposed use as an automobile repair shop may include offensive odors, fumes, dust, noise, or vibrations. Effective measures will be taken during the construction process and through proper shop design and ventilation to limit these nuisances. Additional information about waste management is included in the Issues and Concerns section of this staff report.

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

The proposed use at 1540 County Road 10 will not impact future growth or stimulate incompatible growth. Surrounding properties are zoned and guided commercial and industrial and the re-opening of an auto-oriented use on the site should have no impact on how or if neighboring properties redevelop.

**Reference: 1540 County Road 10 CUP**

### **Specific Development Standards**

Section §153.120.B of the City of Spring Lake Park's zoning code outlines specific requirements for auto maintenance and repair businesses in the city. Those requirements are listed below and have informed the proposed conditions outlined later in this report.

“(B) Auto and marine; service and repair.

- (1) All vehicles waiting for repair or pick-up shall be stored within an enclosed building or in designated off-street parking spaces.
- (2) All work shall be performed within a completely enclosed building.
- (3) All vehicles parked or stored on site shall display a current license plate with a current license tab. Outside storage of automobile parts or storage of inoperable or salvage vehicles shall be prohibited.
- (4) The sale of vehicles shall be prohibited, unless permitted by this chapter or allowed by conditional use.
- (5) The use shall employ best management practices regarding the venting of odors, gas and fumes. Such vents shall be located a minimum of ten feet above grade and shall be directed away from residential uses. All storage tanks shall be equipped with vapor tight fittings to eliminate the escape of gas vapors.
- (6) Any automobile service station activities shall be subject to the applicable standards for automobile convenience facilities.”



**Reference:** 1540 County Road 10 CUP

## **ISSUES AND CONCERNS**

Through the review of the application for the proposed used automobile sales lot and automobile repair shop, the City identified numerous potential issues. These issues are summarized below.

### **Permitted Uses**

The applicant has submitted a conditional use for both an auto repair shop and a used automobile sales lot. The C-1 Shopping Center District prohibits used automobile sales lots. This staff report and proposed conditions will only address the automobile repair shop.

### **Parking Lot**

Although the site has ample paved areas for parking, the lot is currently not striped, and it is unclear which areas of the lot are designated for automobile storage, visitors, and employees. The City of Spring Lake Park's parking requirements state that for automobile repair and maintenance facilities, businesses must provide 3 spaces per maintenance bay and 1 space per shift employee. Accessible parking spaces are also required.

Given that the 1540 County Road 10 property has 3 garages, each with 2 bays (a total of 6 bays) the applicant is required to provide 18 parking spaces for visitors. Assuming there are 4 shift employees at the facility at any time, this would bring the total required parking spaces to 22 spaces. The applicant will prepare a drawing for the City to review showing the proposed parking lot layout to ensure that all space requirements are met.

Proper parking lot striping, in accordance with City standards, will help to manage the automobiles and improve visual conditions on the site for neighboring properties and visitors.

### **Landscaping and Boulevards**

A second access to the service road for County Road 10, at the southeast end of the property, has been closed off to vehicular traffic with asphalt. On either side of this former access, the property features a grass planted boulevard. This closed access point should also be restored to a planted boulevard with grass to match adjacent street frontage and provide more visual consistency.

### **Waste Areas**

As stated in the City of Spring Lake Park's Code of Ordinances 153.XXX, trash and recycling areas for commercial properties need to be located inside the building or a proper enclosure. Currently, there are no enclosed waste areas on the site. Enclosed waste areas should be added to mitigate visual impacts of waste from the business.

**Reference: 1540 County Road 10 CUP**

## **RECOMMENDATION**

Staff recommends that Planning Commission recommend to the City Council approval of the application for a Conditional Use Permit to allow an automobile repair shop in the C-1 district with the following conditions:

### **Conditions described in Development Standards**

1. All vehicles waiting for repair or pick-up shall be stored within an enclosed building or in designated off-street parking spaces.
2. All work shall be performed within a completely enclosed building.
3. All vehicles parked or stored on site shall display a current license plate with a current license tab.
4. Outside storage of automobile parts or storage of inoperable or salvage vehicles shall be prohibited.
5. The sale of vehicles shall be prohibited.
6. The use shall employ best management practices regarding the venting of odors, gas and fumes. Such vents shall be located a minimum of ten feet above grade and shall be directed away from residential uses. All storage tanks shall be equipped with vapor tight fittings to eliminate the escape of gas vapors.

### **Additional Conditions**

7. Waste containers are enclosed or inside the building, in accordance to City standards.
8. Landscaping of the boulevard along County Road 10 in the southeastern part of the site will be restored to match other boulevard areas.
9. The applicant will stripe the parking lot to delineate parking spaces meeting City dimensional standards.
10. Proper parking will be provided and designated for visitors, customers, and employees, in accordance to City and ADA standards.
11. The applicant will provide a drawing to the City Engineer illustrating revisions to the parking lot including striping, parking areas, and boulevard landscaping prior to making improvements.

**STANTEC CONSULTING SERVICES INC.**

**Katrina Nygaard**  
Planner

Phone: (651) 967-4627  
Katrina.Nygaard@stantec.com





For Office Use Only	
Case Number:	
Fee Paid:	500 + 1500.00
Received by:	
Date Filed:	3/9/18
Date Complete:	
Base Fee:	500
Escrow:	1500

## DEVELOPMENT APPLICATION

TYPE OF APPLICATION (Check All That Apply)		
<input type="checkbox"/> Appeal	<input type="checkbox"/> Site Plan/Building Plan Review	<input type="checkbox"/> Minor Subdivision
<input type="checkbox"/> Comprehensive Plan Amendment	<input type="checkbox"/> Conceptual Plan Review	<input type="checkbox"/> Lot Combination
<input type="checkbox"/> Ordinance Amendment (Text)	<input checked="" type="checkbox"/> Conditional Use Permit	<input type="checkbox"/> Preliminary Plat
<input type="checkbox"/> Rezoning	<input type="checkbox"/> Variance	<input type="checkbox"/> Final Plat
<input type="checkbox"/> Planned Unit Development	<input type="checkbox"/> Street or Easement Vacation	<input type="checkbox"/> Other _____
PROPERTY INFORMATION		
Street Address: 1540 County Road 10 NE, Spring Lake Park, MN 55432		
Property Identification Number (PIN#): 01-30-24-14-0001		Current Zoning: C-1
Legal Description (Attach if necessary):		LOT 9 AUD SUB NO 152, SUBJ TO EASE OF REC
APPLICANT INFORMATION		
Name: Northern Auto Repair, LLC		Business Name:
Address: 9617 Oak Ridge Trail		
City: Minnetonka	State: MN	Zip Code: 55305
Telephone: (612) 964-9617	Fax:	E-mail: dgelb9617@yahoo.com
Contact: Daniel L. Gelb		Title: Owner
OWNER INFORMATION (if different from applicant)		
Name: Village Bank		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:		
Auto Repair Shop		
Nature of Proposed Use:		
Auto Repair Shop / Used Car Lot		
Reason(s) to Approve Request:		
Proposed use is in keeping with current use and will not be detrimental to surrounding properties (see attached worksheet)		
PREVIOUS APPLICATIONS PERTAINING TO THE SUBJECT SITE		
Project Name:		Date of Application:
Nature of Request:		
<b>NOTE:</b> Applications only accepted with ALL required support documents. See City Code		



## DRAFT PROCEEDINGS

Minutes of the Spring Lake Park Planning Commission regularly scheduled meeting held on April 23, 2018 at the Spring Lake Park Community Center, 1301 81<sup>st</sup> Avenue N.E., at 7:00 P.M.

### 1. Call to Order

Chairperson Hansen called the meeting to order at 7:00 P.M.

### 2. Roll Call

Members Present: Commissioners Smith, Bernhagen, Eischens, Cobbs, Dircks and Hansen

Members Absent: None

Staff Present: Building Official Brainard; Planner Nygaard; Administrator Buchholtz and Executive Assistant Gooden

Visitors: Councilmember Delfs  
Barbara Goodboe-Bisschoff, Spring Lake Park  
Paddy Jones, Ham Lake  
Daniel Gelb, 9617 Oak Ridge Trail, Minnetonka  
Osman Musani, 14537 Lockslie Trail, Savage

### 3. Pledge of Allegiance

### 4. Approval of Minutes – February 26, 2018

MOTION BY COMMISSIONER SMITH, SECONDED BY COMMISSIONER EISCHENS, APPROVING THE MINUTES OF FEBRUARY 26, 2018. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

### 5. Public Hearing – Approval of Conditional Use Permit to Utilize the Property at 1540 County Road 10 NE as an Auto Repair Facility

City Planner Nygaard reported that Daniel L. Gelb of Northern Auto Repair, LLC submitted a Conditional Use Permit application for the operation of a used car sales and auto repair facility at 1540 County Road 10 NE. She reported that currently, the site is vacant, though it has most recently been used as an automobile repair shop. She reported that the existing repair shop was closed and the CUP was revoked because of numerous complaints and violations on the site. She noted that prior to the repair shop; the site was used for automobile sales.

Ms. Nygaard reported that the property is zoned C-1, Shopping Center Commercial and guided Commercial on the 2030 Future Land Use Plan. She reported that the proposed automobile repair shop is a conditional use in the C-1 zoning district and consistent with the Comprehensive Plan. She stated that proposed used automobile sales lot is prohibited in the C-1 zoning district. She stated the Conditional Use Permit will only apply to the use for the automobile repair shop, as a used automobile sales lot is prohibited.

Ms. Nygaard reported that although the site has ample paved areas for parking, the lot is currently not striped, and it is unclear which areas of the lot are designated for automobile storage, visitors, and employees. She stated that the city's parking requirements state for automobile repair and maintenance

facilities, businesses must provide three spaces per maintenance bay and one space per shift employee and accessible parking spaces are required.

Ms. Nygaard reported that given that the property has three garages, each with two bays (six bays total) the applicant is required to provide 18 parking spaces for visitors. She stated that assuming there are four shift employees at the facility at any time, this would bring the total required parking spaces to 22 spaces. She stated that the applicant will prepare a drawing for the City to review showing the proposed conditions on the site for neighboring properties and visitors.

Ms. Nygaard reported that a second access to the service road for County Road 10, at the southeast end of the property, has been closed off to vehicular traffic with asphalt. She stated that on either side of this former access, the property features a grass planted boulevard. She stated that the closed access point should also be restored to a planted boulevard with grass to match adjacent street frontage and provide more visual consistency.

Ms. Nygaard recommended approval of the application for a Conditional Use Permit to allow an automobile repair shop in the C-1 district with the following conditions:

1. All vehicles waiting for repair or pick-up shall be stored within an enclosed building or designated off-street parking spaces.
2. All work shall be performed within a completely enclosed building.
3. All vehicles parked or stored on site shall display a current license plate with a current license tab.
4. Outside storage of automobile parts or storage of inoperable or salvage vehicles shall be prohibited.
5. The sale of vehicles is prohibited.
6. The use shall employ best management practices regarding the venting of odors, gas and fumes. Such vents shall be located a minimum of ten feet above grade and shall be directed away from residential uses. All storage tanks shall be equipped with vapor tight fittings to eliminate the escape of gas vapors.
7. Waste containers are enclosed or inside the building, in accordance to City standards.
8. Landscaping of boulevard along County Road 10 in the southeastern part of the site will be restored to match other boulevard areas.
9. The applicant will stripe the parking lot to delineate parking spaces meeting City dimensional standards.
10. Proper parking will be provided and designated for visitors, customers, and employees, in accordance to City and ADA standards.
11. The applicant will provide a drawing to the City Engineer illustrating revisions to the parking lot including striping, parking areas, and boulevard landscaping prior to making improvements.

Chairperson Hansen opened the public hearing at 7:09 PM.

Applicant Daniel Gelb addressed the Commission. He stated that he has no issues or concerns with the proposed conditions of the CUP. He stated that at a later date he would like to apply for the ability to operate a used car sales facility on the site as the property is large enough. He stated that he feels it would add value to the repair business and allow for new customers.

Commissioner Smith inquired if Mr. Gelb was the current owner and operator of the property. Mr. Gelb stated that Village Bank currently owns the property but he has a purchase agreement on the property and will be the owner and operator.

Commissioner Smith expressed his concern with the lack of upkeep on the property by the former owner and the numerous violations that occurred on the property. Mr. Gelb assured the Commission that he is a



professional investor and owns several commercial properties. He stated that he would like to see the fines for the cleanup on the property be assessed to the property and paid during the closing process.

Building Official Brainard suggested that a condition to the CUP be added to include a requirement of a Certificate of Occupancy inspection before the business can open. He stated that this condition would ensure that the site will be cleaned up and all existing debris be removed.

Administrator Buchholtz stated that this particular property has been a concern for the city for a long time. He stated that numerous administrative tickets have been issued along with many thousands of dollars assessed to the property for the unpaid fines.

Mr. Gelb stated that if the CUP were approved, he would request Building Official Brainard to perform an inspection of the property with him of the items that need correction and immediate attention.

Building Official Brainard inquired if the new auto repair shop will accept inoperable vehicles or auction vehicles. Mr. Gelb stated that all vehicles would be operable and many would come from his other car businesses for repair as well as new customers from the community.

Mr. Gelb inquired if the City could clean up the site prior to him taking ownership and assess the clean-up fees to the property to be paid at closing. Administrator Buchholtz explained that the City would need to go through many steps including acquiring an Administrative Warrant to enter onto the property and start the clean-up process. He noted that the process would not a fast one and the process would delay the closing. He stated that a Certificate of Occupancy inspection is a better process to follow.

Chairperson Hansen inquired as to when Mr. Gelb would be closing on the property. Mr. Gelb stated that the closing could take place early in the month of May. He stated that he would like Building Official Brainard to conduct an inspection of the property with him as soon as possible.

Mr. Brainard stated that he understands the frustrations that everyone feels with this property and he has enforced the Code as much as he possibly could. He stated that he is looking forward to a new owner who will clean up the property and follow the conditions of the CUP.

Chairperson Hansen asked the Mr. Brainard provide a follow up report to the Commission on the status of the clean-up and how the business is progressing once Mr. Gelb take ownership.

Barbara Goodboe-Bisschoff, 8309 Monroe Street NE, inquired to Mr. Gelb if he is intending on selling cars at the location and confirmed that the current City Code does not allow for a car sales lot unless the building is enclosed. Mr. Gelb stated his application at this time is for a CUP for auto repair. He stated that he would more than likely ask for permission for car sales at a later date.

Chairperson asked for any additional discussion from the floor. Hearing none, Chairperson Hansen closed the public hearing.

MOTION MADE COMMISSIONER EISCHENS, SECONDED BY DIRCKS TO CLOSE THE PUBLIC HEARING. ROLL CALL VOTE: ALL AYES. MOTION CARRIED. HEARING CLOSED AT 7:35 PM.

MOTION MADE BY COMMISSIONER EISCHENS, SECONDED BY COMMISSIONER DIRCKS TO RECOMMEND APPROVAL OF CONDITIONAL USE PERMIT TO UTILIZE THE PROPERTY AT 1540 COUNTY ROAD 10 NE AS AN AUTO REPAIR FACILITY WITH THE FOLLOWING CONDITIONS AND FRIENDLY AMENDMENT: (1) ALL VEHICLES WAITING FOR REPAIR OR PICK-UP SHALL BE STORED WITHIN AN ENCLOSED BUILDING OR DESIGNATED OFF-STREET PARKING SPACES; (2) ALL WORK SHALL BE PERFORMED WITHIN A COMPLETELY ENCLOSED BUILDING; (3) ALL VEHICLES PARKED OR STORED ON SITE SHALL DISPLAY A CURRENT LICENSE PLATE WITH A CURRENT LICENSE TAB; (4) OUTSIDE STORAGE OF AUTOMOBILE PARTS OR STORAGE OF INOPERABLE OR SALVAGE VEHICLES SHALL BE PROHIBITED; (5) THE SALE OF VEHICLES IS PROHIBITED; (6) THE USE SHALL EMPLOY BEST MANAGEMENT PRACTICES REGARDING THE VENTING OF ODORS, GAS AND FUMES. SUCH VENTS SHALL BE LOCATED A MINIMUM OF TEN FEET ABOVE GRADE AND SHALL BE DIRECTED AWAY FROM RESIDENTIAL USES. ALL STORAGE TANKS SHALL BE EQUIPPED WITH VAPOR TIGHT FITTINGS TO ELIMINATE THE ESCAPE OF GAS VAPOR; (7) WASTE CONTAINERS ARE ENCLOSED OR INSIDE THE BUILDING, IN ACCORDANCE TO CITY STANDARDS; (8) LANDSCAPING OF BOULEVARD ALONG COUNTY ROAD 10 IN THE SOUTHEASTERN PART OF THE SITE WILL BE RESTORED TO MATCH OTHER BOULEVARD AREAS; (9) THE APPLICANT WILL STRIPE THE PARKING LOT TO DELINEATE PARKING SPACES MEETING CITY DIMENSIONAL STANDARDS; (10) PROPER PARKING WILL BE PROVIDED AND DESIGNATED FOR VISITORS, CUSTOMERS, AND EMPLOYEES, IN ACCORDANCE TO CITY AND ADA STANDARDS; (11) THE APPLICANT WILL PROVIDE A DRAWING TO THE CITY ENGINEER ILLUSTRATING REVISIONS TO THE PARKING LOT INCLUDING STRIPING, PARKING AREAS, AND BOULEVARD LANDSCAPING PRIOR TO MAKING IMPROVEMENTS (12) A CERTIFICATE OF OCCUPANCY MUST BE OBTAINED PRIOR TO BUSINESS OPENING. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

#### 7. Other

Administrator Buchholtz reminded the Commission and the public of the Comprehensive Plan Open House on Tuesday, April 24, 2018 from 6:00 PM – 8:00 PM.

#### 8. Adjourn

MOTION BY COMMISSIONER DIRCKS, SECONDED BY COMMISSIONER SMITH TO ADJOURN. VOICE VOTE: ALL AYES. MOTION CARRIED.

The meeting adjourned at 7:36 PM.

EXTRACT OF MINUTES OF A MEETING OF THE  
CITY COUNCIL OF  
THE CITY OF SPRING LAKE PARK, MINNESOTA

HELD: May 7, 2018

Pursuant to due call and notice thereof, a regular meeting of the City Council of City of Spring Lake Park, Minnesota, was duly called and held at the City Hall in the City on Monday, the 7th day of May, 2018, at 7:00 o'clock P.M.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING  
GENERAL OBLIGATION EQUIPMENT CERTIFICATES OF INDEBTEDNESS,  
SERIES 2018A TO BE ISSUED BY THE CITY OF BLAINE, MINNESOTA

A. WHEREAS, the Cities of Spring Lake Park ("Spring Lake Park"), Mounds View and Blaine (collectively the "Cities") jointly contract for fire protection and other public safety services pursuant to a Joint Powers Agreement For the Provision of Fire Protection Services, dated December 11, 1990, as previously amended and supplemented (the "Existing Joint Powers Agreement") which the Cities propose to supplement pursuant to a Fourth Supplement to Joint Powers Agreement in substantially the form attached as **Exhibit B** hereto (the "Supplement" and, together with the Existing Joint Powers Agreement, the "Joint Powers Agreement") to authorize the City of Blaine ("Blaine") to issue general obligation equipment certificates of indebtedness to finance various equipment for municipal fire protection and firefighting purposes (the "Equipment"), with a pledge of repayment from Spring Lake Park and Mounds View; and

B. WHEREAS, Blaine proposes to issue its General Obligation Equipment Certificates of Indebtedness, Series 2018A (together with obligations issued in the future to refund such certificates, the "Certificates") to finance the Equipment pursuant to Minnesota Statutes, Chapter 475 and Section 412.301 (collectively, the "Act") and pursuant to the Terms of Proposal attached hereto as **Exhibit A**; and

C. WHEREAS, this Resolution memorializes and certifies Spring Lake Park's obligation to pay a portion of the debt service on the Certificates, pursuant to the payment formula found on Exhibit A to the Joint Powers Agreement (the "Formula"), as such Formula may change from time to time through the final maturity date of the Certificates in accordance with the Joint Powers Agreement; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Spring Lake Park, Minnesota (the "Council"), as follows:

1. The Council hereby approves the Terms of Proposal for the issuance of Certificates in substantially the form attached hereto as **Exhibit A**, and authorizes the City of Blaine to accept the offer of the lowest bidder for the sale of the Certificates.

2. The Council hereby approves the Supplement in substantially the form attached as **Exhibit B** hereto, subject to modifications that do not alter the substance of the transaction and that are approved by the City Attorney and the City Administrator-Clerk-Treasurer; provided that execution of the Agreement by the Mayor and City Administrator-Clerk-Treasurer shall be conclusive evidence of approval. The Mayor and City Administrator-Clerk-Treasurer are hereby authorized to execute, on behalf of Spring Lake Park, the Supplement and any other instrument necessary in accordance with the Joint Powers Agreement and to carry out on behalf of Spring Lake Park's obligations thereunder.

3. Spring Lake Park hereby affirms its obligations under the Joint Powers Agreement, as modified by the Supplement, to pay its proportionate share of the debt service on the Certificates.

4. Under the Joint Powers Agreement, as modified by the Supplement, and to evidence Spring Lake Park's obligation to pay its proportionate share of debt service on the Certificates, this Council finds it is necessary and expedient to the sound financial management of Spring Lake Park to issue its General Obligation Equipment Certificate of Indebtedness, Series 2018, payable to Blaine, pursuant to the Act in a principal amount not to exceed Spring Lake Park's proportionate share of the principal amount of the Certificates and bearing interest at the rates set forth in the Certificates but payable by the City in accordance with the Formula in substantially the form as attached hereto as **Exhibit C** (the "Spring Lake Park Certificate"). The rates of interest, payment dates, maturity date, and any redemption dates shall be as set forth in the Spring Lake Park Certificate as executed by the Mayor and City Administrator-Clerk-Treasurer and such execution of the Spring Lake Park Certificate by the Mayor and City Administrator-Clerk-Treasurer shall be conclusive evidence of approval thereof in accordance with this Resolution. This Council understands and acknowledges that debt service on the Spring Lake Park Certificate will always be payable by Spring Lake Park in accordance with the percentages fixed from time to time by the Formula.

5. To reimburse Blaine for Spring Lake Park's portion of the payment of principal and interest on the Certificates and to pay the Spring Lake Park Certificate evidencing such obligation, Spring Lake Park hereby irrevocably pledges the full faith and credit and taxing powers of Spring Lake Park and authorizes a levy of ad valorem taxes on all taxable property, which taxes may be levied without limitation as to rate or amount. Spring Lake Park will pay principal and interest on the Spring Lake Park Certificate from the general fund of Spring Lake Park, and the general fund may be reimbursed for those advances out of the proceeds of the taxes hereafter levied, when collected, and the proceeds of such ad valorem taxes hereafter levied are pledged to the payment of the Spring Lake Park Certificate. The City Administrator-Clerk-Treasurer is authorized, upon satisfaction of the conditions for the issuance of the Spring Lake Park Certificate, to determine the tax levy necessary for the repayment of the Spring Lake Park

Certificate and file a certified copy of this resolution with the County Auditors of Anoka County, Minnesota and Ramsey County, Minnesota, together with a certificate specifying the amount of such levy and such other information as each County Auditor shall require, and to obtain the County Auditors' certificates that the Spring Lake Park Certificate has been entered in each County Auditor's Bond Register, and the tax levy required by law has been made.

6. Spring Lake Park understands and acknowledges that, as of the date the Certificates were sold, Spring Lake Park's share of debt service on the Certificates pursuant to the Formula is 7.994%. Spring Lake Park further understands and acknowledges that the precise contribution amounts for Spring Lake Park under the Formula may change over time, and Spring Lake Park may be obligated to pay an additional amount, or a reduced amount, of debt service on the Spring Lake Park Certificate if the Formula changes accordingly. Any additional amount of debt service may be provided through the levy of ad valorem taxes, or through payments from Spring Lake Park's general fund. Any changes in debt service payments under the Spring Lake Park Certificate may be made administratively by the City Administrator-Clerk-Treasurer, without further resolution of this Council.

The motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_ and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA                    )  
CITY OF SPRING LAKE PARK            )  
ANOKA AND RAMSEY COUNTIES         )

I, the undersigned, being the duly qualified and acting Administrator-Clerk-Treasurer of the City of Spring Lake Park (the "City"), DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes with the original minutes of a meeting of the City Council called and held on the date therein indicated, which are on file and of record in my office, and the same is a full, true and complete transcript there from insofar as the same relates to the General Obligation Equipment Certificates of Indebtedness, Series 2018A to be issued by the City of Blaine, Minnesota.

WITNESS my hand as such Administrator-Clerk-Treasurer of the City this \_\_\_\_\_  
day of May, 2018.

\_\_\_\_\_  
City Administrator-Clerk-Treasurer

**EXHIBIT A**  
**TERMS OF PROPOSAL**

**THE CITY HAS AUTHORIZED SPRINGSTED INCORPORATED TO NEGOTIATE THIS ISSUE ON ITS BEHALF. PROPOSALS WILL BE RECEIVED ON THE FOLLOWING BASIS:**

**TERMS OF PROPOSAL**

**\$1,145,000\***

**CITY OF BLAINE, MINNESOTA**

**GENERAL OBLIGATION EQUIPMENT CERTIFICATES OF INDEBTEDNESS,  
SERIES 2018A**

**(BOOK ENTRY ONLY)**

Proposals for the above-referenced obligations (the "Certificates") will be received by the City of Blaine, Minnesota (the "City") on Thursday, June 7, 2018 (the "Sale Date") until 10:00 A.M., Central Time at the offices of Springsted Incorporated ("Springsted"), 380 Jackson Street, Suite 300, Saint Paul, Minnesota, 55101, after which time proposals will be opened and tabulated. Consideration for award of the Certificates will be by the City Council at its meeting commencing at 7:30 P.M., Central Time, of the same day.

**SUBMISSION OF PROPOSALS**

Springsted will assume no liability for the inability of a bidder to reach Springsted prior to the time of sale specified above. All bidders are advised that each proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Certificates regardless of the manner in which the proposal is submitted.

(a) **Sealed Bidding.** Proposals may be submitted in a sealed envelope or by fax (651) 223-3046 to Springsted. Signed proposals, without final price or coupons, may be submitted to Springsted prior to the time of sale. The bidder shall be responsible for submitting to Springsted the final proposal price and coupons, by telephone (651) 223-3000 or fax (651) 223-3046 for inclusion in the submitted proposal.

**OR**

(b) **Electronic Bidding.** Notice is hereby given that electronic proposals will be received via PARITY®. For purposes of the electronic bidding process, the time as maintained by PARITY® shall constitute the official time with respect to all proposals submitted to PARITY®. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY® for purposes of submitting its electronic proposal in a timely manner and in compliance with the requirements of the Terms of Proposal.* Neither the City, its agents, nor PARITY® shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or

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\* Preliminary; subject to change.



ensure electronic access to any qualified prospective bidder, and neither the City, its agents, nor PARITY® shall be responsible for a bidder's failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY®. The City is using the services of PARITY® solely as a communication mechanism to conduct the electronic bidding for the Certificates, and PARITY® is not an agent of the City.

If any provisions of this Terms of Proposal conflict with information provided by PARITY®, this Terms of Proposal shall control. Further information about PARITY®, including any fee charged, may be obtained from:

PARITY®, 1359 Broadway, 2<sup>nd</sup> Floor, New York, New York 10018  
Customer Support: (212) 849-5000

### DETAILS OF THE CERTIFICATES

The Certificates will be dated as of the date of delivery and will bear interest payable on February 1 and August 1 of each year, commencing February 1, 2019. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Certificates will mature February 1 in the years and amounts\* follows:

2020	\$220,000	2021	\$225,000	2022	\$225,000	2023	\$235,000	2024	\$240,000
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\* *The City reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Certificates or the amount of any maturity or maturities in multiples of \$5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per \$1,000 of Certificates as that of the original proposal. Gross spread for this purpose is the differential between the price paid to the City for the new issue and the prices at which the proposal indicates the securities will be initially offered to the investing public.*

Proposals for the Certificates may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth above. In order to designate term bonds, the proposal must specify "Years of Term Maturities" in the spaces provided on the proposal form.

### BOOK ENTRY SYSTEM

The Certificates will be issued by means of a book entry system with no physical distribution of Certificates made to the public. The Certificates will be issued in fully registered form and one Certificate, representing the aggregate principal amount of the Certificates maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the Certificates. Individual purchases of the Certificates may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Certificates. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to

beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The lowest bidder (the "Purchaser"), as a condition of delivery of the Certificates, will be required to deposit the Certificates with DTC.

#### REGISTRAR

The City will name the registrar which shall be subject to applicable regulations of the Securities and Exchange Commission. The City will pay for the services of the registrar.

#### OPTIONAL REDEMPTION

The Certificates will not be subject to redemption in advance of their respective stated maturity dates.

#### SECURITY AND PURPOSE

The Certificates will be general obligations of the City for which the City will pledge its full faith and credit and power to levy direct general ad valorem taxes. The proceeds of the Certificates will be used to finance the acquisition of various equipment for municipal fire protection.

#### BIDDING PARAMETERS

Proposals shall be for not less than \$1,131,260 plus accrued interest, if any, on the total principal amount of the Certificates. No proposal can be withdrawn or amended after the time set for receiving proposals on the Sale Date unless the meeting of the City scheduled for award of the Certificates is adjourned, recessed, or continued to another date without award of the Certificates having been made. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity as stated on the proposal must be 98.0% or greater. Certificates of the same maturity shall bear a single rate from the date of the Certificates to the date of maturity. No conditional proposals will be accepted.

#### ESTABLISHMENT OF ISSUE PRICE

In order to provide the City with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the "Code"), the Purchaser will be required to assist the City in establishing the issue price of the Certificates and shall complete, execute, and deliver to the City prior to the closing date, a written certification in a form acceptable to the Purchaser, the City, and Bond Counsel (the "Issue Price Certificate") containing the following for each maturity of the Certificates (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity): (i) the interest rate; (ii) the reasonably expected initial offering price to the "public" (as said term is defined in Treasury Regulation Section 1.148-1(f) (the "Regulation")) or the sale price; and (iii) pricing wires or equivalent communications supporting such offering or sale price. Any action to be taken or documentation to be received by the City pursuant hereto may be taken or received on behalf of the City by Springsted.

The City intends that the sale of the Certificates pursuant to this Terms of Proposal shall constitute a “competitive sale” as defined in the Regulation based on the following:

- (i) the City shall cause this Terms of Proposal to be disseminated to potential bidders in a manner that is reasonably designed to reach potential bidders;
- (ii) all bidders shall have an equal opportunity to submit a bid;
- (iii) the City reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Certificates; and
- (iv) the City anticipates awarding the sale of the Certificates to the bidder who provides a proposal with the lowest true interest cost, as set forth in this Terms of Proposal (See “AWARD” herein).

Any bid submitted pursuant to this Terms of Proposal shall be considered a firm offer for the purchase of the Certificates, as specified in the proposal. The Purchaser shall constitute an “underwriter” as said term is defined in the Regulation. By submitting its proposal, the Purchaser confirms that it shall require any agreement among underwriters, a selling group agreement, or other agreement to which it is a party relating to the initial sale of the Certificates, to include provisions requiring compliance with the provisions of the Code and the Regulation regarding the initial sale of the Certificates.

If all of the requirements of a “competitive sale” are not satisfied, the City shall advise the Purchaser of such fact prior to the time of award of the sale of the Certificates to the Purchaser. **In such event, any proposal submitted will not be subject to cancellation or withdrawal.** Within twenty-four (24) hours of the notice of award of the sale of the Certificates, the Purchaser shall advise the City and Springsted if a “substantial amount” (as defined in the Regulation) of any maturity of the Certificates (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) has been sold to the public and the price at which such substantial amount was sold. The City will treat such sale price as the “issue price” for such maturity, applied on a maturity-by-maturity basis. The City will not require the Purchaser to comply with that portion of the Regulation commonly described as the “hold-the-offering-price” requirement for the remaining maturities, but the Purchaser may elect such option. If the Purchaser exercises such option, the City will apply the initial offering price to the public provided in the proposal as the issue price for such maturities. If the Purchaser does not exercise that option, it shall thereafter promptly provide the City and Springsted the prices at which a substantial amount of such maturities are sold to the public; provided such determination shall be made and the City and Springsted notified of such prices whether or not the closing date has occurred, until the 10% test has been satisfied as to each maturity of the Certificates or until all of the Certificates of a maturity have been sold.

#### GOOD FAITH DEPOSIT

To have its proposal considered for award, the Purchaser is required to submit a good faith deposit to the City in the amount of \$11,450 (the “Deposit”) no later than 1:00 P.M., Central Time on the Sale Date. The Deposit may be delivered as described herein in the form of either

(i) a certified or cashier's check payable to the City; or (ii) a wire transfer. The Purchaser shall be solely responsible for the timely delivery of its Deposit whether by check or wire transfer. Neither the City nor Springsted have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the City may, at its sole discretion, reject the proposal of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

*Certified or Cashier's Check.* A Deposit made by certified or cashier's check will be considered timely delivered to the City if it is made payable to the City and delivered to Springsted Incorporated, 380 Jackson Street, Suite 300, Saint Paul, Minnesota 55101 by the time specified above.

*Wire Transfer.* A Deposit made by wire will be considered timely delivered to the City upon submission of a federal wire reference number by the specified time. Wire transfer instructions will be available from Springsted following the receipt and tabulation of proposals. The successful bidder must send an e-mail including the following information: (i) the federal reference number and time released; (ii) the amount of the wire transfer; and (iii) the issue to which it applies.

Once an award has been made, the Deposit received from the Purchaser will be retained by the City and no interest will accrue to the Purchaser. The amount of the Deposit will be deducted at settlement from the purchase price. In the event the Purchaser fails to comply with the accepted proposal, said amount will be retained by the City.

## AWARD

The Certificates will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis calculated on the proposal prior to any adjustment made by the City. The City's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The City will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Certificates, (ii) reject all proposals without cause, and (iii) reject any proposal that the City determines to have failed to comply with the terms herein.

## BOND INSURANCE AT PURCHASER'S OPTION

The City has **not** applied for or pre-approved a commitment for any policy of municipal bond insurance with respect to the Certificates. If the Certificates qualify for municipal bond insurance and a bidder desires to purchase a policy, such indication, the maturities to be insured, and the name of the desired insurer must be set forth on the bidder's proposal. The City specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the City. All costs associated with the issuance and administration of such policy and associated ratings and expenses (other than any independent rating requested by the City) shall be paid by the successful bidder. Failure of the municipal

bond insurer to issue the policy after the award of the Certificates shall not constitute cause for failure or refusal by the successful bidder to accept delivery of the Certificates.

### CUSIP NUMBERS

If the Certificates qualify for assignment of CUSIP numbers such numbers will be printed on the Certificates, but neither the failure to print such numbers on any Certificate nor any error with respect thereto will constitute cause for failure or refusal by the Purchaser to accept delivery of the Certificates. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the Purchaser.

### SETTLEMENT

On or about June 28, 2018, the Certificates will be delivered without cost to the Purchaser through DTC in New York, New York. Delivery will be subject to receipt by the Purchaser of an approving legal opinion of Kennedy & Graven, Chartered of Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Certificates shall be made in federal, or equivalent, funds that shall be received at the offices of the City or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Certificates has been made impossible by action of the City, or its agents, the Purchaser shall be liable to the City for any loss suffered by the City by reason of the Purchaser's non-compliance with said terms for payment.

### CONTINUING DISCLOSURE

In accordance with SEC Rule 15c2-12(b)(5), the City will undertake, pursuant to the resolution awarding sale of the Certificates, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Official Statement. The Purchaser's obligation to purchase the Certificates will be conditioned upon receiving evidence of this undertaking at or prior to delivery of the Certificates.

### OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Certificates, and said Preliminary Official Statement has been deemed final by the City as of the date thereof within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For copies of the Preliminary Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the City, Springsted Incorporated, 380 Jackson Street, Suite 300, Saint Paul, Minnesota 55101, telephone (651) 223-3000.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts, and interest rates of the Certificates, together with any other information required by law. By awarding the Certificates to the Purchaser, the City agrees that, no more than seven business days after the date of such award, it shall provide without cost to the Purchaser up to 25 copies of the Final Official Statement. The City designates the

Purchaser as its agent for purposes of distributing copies of the Final Official Statement to each syndicate member, if applicable. The Purchaser agrees that if its proposal is accepted by the City, (i) it shall accept designation and (ii) it shall enter into a contractual relationship with its syndicate members for purposes of assuring the receipt of the Final Official Statement by each such syndicate member.

Dated April 27, 2018

BY ORDER OF THE CITY COUNCIL

/s/ Cathy Sorensen  
City Clerk



## EXHIBIT B

### SUPPLEMENT TO JOINT POWERS AGREEMENT

#### FOURTH SUPPLEMENT TO JOINT POWERS AGREEMENT

This Supplement to Joint Powers Agreement (the "Supplement") is dated the \_\_\_\_\_ day of \_\_\_\_\_, 2018, and is entered into pursuant to Minnesota Statutes, Section 471.59, as amended (the "Minnesota Joint Powers Act"), among the CITY OF BLAINE ("Blaine"), the CITY OF MOUNDS VIEW ("Mounds View"), and the CITY OF SPRING LAKE PARK ("Spring Lake Park"), collectively herein referred to as the "Cities", each such City being a municipal corporation and political subdivision of the State of Minnesota.

1. Background. The Cities have heretofore entered into that certain Joint Powers Agreement for the Provision of Fire Protection Services dated December 11, 1990, as amended and supplemented (the "Joint Powers Agreement"). The Joint Powers Agreement was entered into by the Cities to cooperate in providing fire protection services to their residents through the acquisition, construction, furnishing, and betterment of land, buildings, and equipment for municipal fire protection, firefighting, and related public safety and welfare purposes; the contracting for and payment of such capital costs, services, and related expenses; and the taking of all other action desirable or necessary in connection therewith.

The Cities have also heretofore entered into a certain Contract to Furnish Fire Protection Service (the "Contract") which each of the Cities executed with Spring Lake Park Fire Department, Inc., a Minnesota nonprofit corporation (the "Fire Company"), in 1986. Under the Contract, the Fire Company provides fire protection and other public health and safety services, equipment, and personnel; and each of the Cities is responsible from year to year for its respective share of the cost thereof pursuant to the Formula (the "Formula") set out in Exhibit "A" attached to the Joint Powers Agreement.

Under the Joint Powers Agreement, the Cities anticipated that equipment and other property currently owned by the Fire Company would be acquired by the Cities; that the Cities would acquire additional land, buildings, and other equipment and property for fire protection and related public health and safety purposes; that the Cities would in turn by contract make such property available to appropriate service providers, including the Fire Company; and that the Cities would share the respective costs thereof pursuant to the Formula and as further provided in paragraph III(D) of the Joint Powers Agreement.

(i) *First Supplement.* The Joint Powers Agreement was supplemented on February 14, 2005 to allow for the acquisition of land and the construction of a new fire station thereon within Blaine. This project was financed through the issuance of \$8,050,000 General Obligation Capital Improvement Bonds, Series 2005A, issued by Blaine.

(ii) *Second Supplement.* The Joint Powers Agreement was supplemented again on November 16, 2011 to allow for the acquisition of certain equipment for municipal fire protection and firefighting purposes. These purchases were financed through the issuance of

\$1,555,000 General Obligation Equipment Certificates of Indebtedness, Series 2011A, issued by Blaine.

(iii) Third Supplement. The Joint Powers Agreement was supplemented again on March 21, 2017 to allow for the acquisition of certain equipment for municipal fire protection and firefighting purposes. These purchases were financed through the issuance of \$1,090,000 General Obligation Equipment Certificates of Indebtedness, Series 2017A, issued by Spring Lake Park.

2. Purpose of Fourth Supplement. The Cities believe it to be in their best interests to acquire certain equipment for municipal fire protection and firefighting purposes (the "Equipment"). In order to finance the Equipment the Cities believe that it is necessary, desirable and appropriate that approximately [\$1,145,000] of General Obligation Equipment Certificates of Indebtedness (the "Certificates") to be issued pursuant to Minnesota Statutes, Statutes, Chapter 475 and Section 412.301 (collectively, the "Act").

3. Equipment Certificates. Blaine, Mounds View and Spring Lake Park each represent and warrant to the other that they have each taken all action required by Minnesota Statutes, Section 412.301 in order to be legally authorized to issue the Certificates. The Certificates will be issued by the City of Blaine, but Mounds View and Spring Lake Park each will be legally obligated to pay a portion of debt service on the Certificates to Blaine and hereby pledge their full faith and credit and taxing powers to pay such portion of the debt service on the Certificates. Prior to the issuance of the Certificates, in order to evidence Spring Lake Park's and Mounds View's obligations to Blaine to pay a portion of debt service on the Certificates, Spring Lake Park and Mounds View will each issue to Blaine a note, certificate of indebtedness or other debt instrument (the "Notes") or adopt a resolution or enter into an agreement pursuant to which they will pledge their full faith and credit and taxing powers to pay the applicable Formula percentage of debt service on the Certificates or a pro rata share of the annual debt service on the Certificates based on the Formula in effect at the time of issuance. In the event any of the Cities withdraw from participation in the Joint Powers Agreement as contemplated by Section III(I) of the Joint Powers Agreement, they shall remain obligated to pay their Historical Share of debt service on the Certificates as contemplated by Section III(E) of the Joint Powers Agreement or, if Mounds View or Spring Lake Park agree to pay scheduled debt service amounts pursuant to the Notes or other agreement, they shall remain obligated to pay their scheduled debt service set forth therein, as if they did not act to withdraw from the Joint Powers Agreement.

4. Ownership, Acquisition and Construction of Project. Ownership of the Equipment shall, in accordance with the provisions of the Joint Powers Agreement, be nominally in the name of the City of Blaine. The acquisition, construction and operation of the Equipment shall be accomplished in accordance with the provisions of the Joint Powers Agreement.

5. Effect. Except as herein supplemented all provisions of the Joint Powers Agreement, as previously amended and supplemented, shall remain in effect.

6. Duration of Agreement. This Supplement shall remain in effect until the Certificates are fully paid or otherwise discharged.

7. Miscellaneous. This Supplement shall be effective as of the date that all of the Cities shall have approved and executed this Supplement, which shall be governed by law of the State of Minnesota, and may be executed in any number of counterparts, each of which shall constitute an original hereof. In the event that any provision of this Supplement is declared unlawful or unenforceable by a court of competent jurisdiction, the remainder of this Supplement shall remain in full force and effect to the same extent as though said provision did not appear herein.

IN WITNESS WHEREOF, the Cities of Blaine, Mounds View, and Spring Lake Park, Minnesota, have duly authorized the execution of and have duly executed this Supplement by their authorized representatives, respectively.

City of Blaine, Minnesota

Dated: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
Its Mayor

By: \_\_\_\_\_  
Its City Manager

City of Mounds View, Minnesota

Dated: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
Its Mayor

By: \_\_\_\_\_  
Its City Administrator

City of Spring Lake Park, Minnesota

Dated: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
Its Mayor

By: \_\_\_\_\_  
Its City Clerk-Treasurer



## EXHIBIT C

### FORM OF SPRING LAKE PARK CERTIFICATE

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTIES OF ANOKA AND RAMSEY  
CITY OF SPRING LAKE PARK

#### GENERAL OBLIGATION EQUIPMENT CERTIFICATE OF INDEBTEDNESS, SERIES 2018

The City of Spring Lake Park, Minnesota, a duly organized and existing municipal corporation in Anoka and Ramsey Counties, Minnesota (the "City"), acknowledges itself to be indebted and for value received hereby promises to pay to the City of Blaine, Minnesota, ("Blaine"), a principal sum not to exceed \$\_\_\_\_\_ plus interest thereon at the rates set forth in Blaine's General Obligation Equipment Certificates of Indebtedness, Series 2018A (the "Blaine Certificates") but payable by the City in accordance with the Formula determined in accordance with that certain Joint Powers Agreement for the Provision of Fire Protection Services dated December 11, 1990, as previously amended and supplemented (the "Joint Powers Agreement"). Annual payments of principal and interest, in amounts determined in accordance with the Joint Powers Agreement shall be payable February 1 of each year, commencing February 1, 2019. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged and the City Council has obligated itself to levy ad valorem taxes on all taxable property, which taxes may be levied without limitation as to rate or amount.

This Certificate is issued pursuant to a resolution adopted by the City Council on May 7, 2018 (the "Resolution"), for the purpose of providing money to finance various items of capital equipment for municipal fire protection and firefighting purposes for the Spring Lake Park-Blaine-Mounds View Fire Department (the "Equipment"), pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Section 412.301, and Chapter 475, as amended, and the principal hereof and interest hereon are payable primarily from ad valorem taxes, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred.

THIS CERTIFICATE IS NOT TRANSFERABLE.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Certificate in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Certificate does not cause the indebtedness of the City to exceed any constitutional, or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Spring Lake Park, Anoka and Ramsey Counties, Minnesota, by its City Council, has caused this Certificate to be executed on its behalf by the manual signatures of the Mayor and City Administrator-Clerk-Treasurer and has caused this Certificate to be dated as of the date set forth below.

Dated: \_\_\_\_\_, 2018

CITY OF SPRING LAKE PARK,  
MINNESOTA

\_\_\_\_\_  
City Administrator-Clerk-Treasurer

\_\_\_\_\_  
Mayor





# Memorandum

---

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

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

**Date:** April 11, 2018

**Subject:** Special Event Permit – Minnesota Soda Festival

The City of Spring Lake Park has received a special event permit application from Blue Sun Soda Shop for the “Minnesota Soda Festival” which would be held on Saturday, August 4, 2018 from 10am to 7pm at 1625 County Highway 10 NE.

Admission to the soda festival is free. Attendees will pay \$0.25 per ticket to use toward the purchase of soda samples. The applicant will not be serving alcohol. Food will be provided through the use of food truck vendors. The applicant will be bringing in portable toilets as well as trash and recycling containers. The event will conclude by 7:00pm, which is well within the time set forth under the City’s noise ordinance.

The applicant has secured a parking agreement with Brad Povlitzki, where attendees will park at the former Pov’s on 65 facility and be shuttled to the event.

Staff has reviewed the special event permit and provide the following comments:

## Police

- Event sponsor will need to address staffing at shuttle location
  - Organize at parking location a dedicated spot for pick up and drop off of event attendees.
  - Provide staffing for a safe pedestrian route for foot traffic for those who choose not to wait for shuttle.
- Event sponsor will need to provide staffing to address event attendees’ parking on local streets (ex. 83<sup>rd</sup> Avenue, Sunset Road, Westwood Road, County Road 10, etc)
- Event sponsor will need to have staff to address pedestrian foot traffic from local roads and County Road 10.
- Event sponsor should have an alternative location for park and ride, in the event that the current location (that is currently up for sale) is sold.
- Event sponsor will comply with all City Code Enforcement and Public Works Requirements

### Code Enforcement

- If tent exceeds 200 square feet, a pre-event fire inspection must be conducted (fee has been paid)
- Event site plan indicates a 20 foot fire lane around the entire building and outdoor even equipment. Signs must be posted to assure no parking will be permitted at front, sides and rear fire access lanes.
- Event application indicates four portable toilets. Two of the four portable toilets must be handicap accessible for compliance with the Minnesota Accessibility Code.
- Food truck must have all applicable Minnesota Department of Health license available at the site at the time of pre-event inspection.
- All exterior electrical wiring is required to have ground fault capabilities and exterior wire gauge.
- Should this special event produce outdoor assemblages of 1,000 or more people, the event applicant must conform to the Public Assemblages and Events handout requirements.

Public Works – *no comments provided.*

### Administration

- Event sponsor shall notify adjacent property owners of the special event at least 60 days prior to the event.
- A certificate of insurance must be provided to the City no later than 60 days prior to the date of event, with the City of Spring Lake Park listed as a Certificate Holder.

Staff recommends approval of the special use permit, subject to the conditions listed above.

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

## City of Spring Lake Park

1301 Eighty First Avenue Northeast  
Spring Lake Park, Minnesota 55432  
763-784-6491 \* [info@slpminn.org](mailto:info@slpminn.org)



### Special Event Permit Application/Checklist



Application and fee must be filed with the City at least 45 days in advance of the date in which the Special Event is to occur. Applications should be sent to City of Spring Lake Park, Attn: Daniel Buchholtz.

PROPERTY INFORMATION	
Property Address	11625 County Highway 10 NE
Property Legal Description	*SEE ATTACHED
Property ID Number	01-30-24-14-0002
PROPERTY OWNER INFORMATION	
Owner Name	MM Real Estate Holdings
Owner Address	11625 Cty Hwy 10 Ste D, Spring Lake Park
Owner Phone	612-840-3240
Owner E-mail	mark@bluesunsodashop.com
APPLICANT INFORMATION	
Applicant Name	Blue Sun Soda Shop / Mark Lazarchip
Applicant Address	11625 Cty Hwy 10 Ste D, Spring Lake Park
Applicant Phone	612-840-3240
Applicant E-mail	mark@bluesunsodashop.com
EVENT INFORMATION	
Name of Event	Minnesota Soda Festival
Location/Address of Event	11625 County Highway 10 NE
Dates & Times of Event	August 4th 2018, 10am to 7pm
REQUIRED SUBMITTALS	

This application is not considered complete until the following materials have been submitted. Failure to submit any or all of the required materials may result in a delay or denial of your permit. Please attach separate pages as necessary.

- ☐ Admission Fee / Rental Fee / Donation Requested \$ \_\_\_\_\_
- ☐ Food / Alcohol being served \_\_\_\_\_
- ☐ Special City Services Requested (road closure, security, traffic control, etc)
- ☐ Copies of any required State, County or other local government license or permit (liquor, gambling, etc.)
- ☐ Certificate of Insurance (must name the city as an additional insured, see insurance requirements)
- ☐ Any Public Health Plans (water supply, solid waste collection, toilet facilities, etc.)
- ☐ Emergency Plans (fire prevention, emergency medical, severe weather, etc.)
- ☐ Site Layout
- ☐ Security Plans
- ☐ Traffic / Parking Plans
- ☐ Sound / Noise Plan



INSURANCE CARRIER FOR EVENT	
<p>A certificate of insurance naming the City of Spring Lake Park as an additional insured <b>must be submitted at least 10 days prior to the event start date.</b> Amount of insurance required is \$1,000,000.</p>	
Name of Insurance Carrier _____	Policy # _____
PROPERTY OWNER'S STATEMENT	
<p>I am the fee title owner of the described property and I agree to this application. I certify that I am in compliance with all ordinance requirements and conditions regarding other City approval that had been previously granted.</p>	
Signature: 	Date: 3-6-18
APPLICANT'S STATEMENT	
<p>The application shall be processed in my name and I am the party whom the City should contact regarding the application. I have completed all of the applicable filing requirements and I hereby acknowledge that I have read and fully understand the applicable provisions of the City Ordinances and current policies related to this application and that the documents and information I have submitted are true and correct.</p>	
Signature: 	Date: 3-6-18

CITY APPROVAL	
<p>Conditions for Approval: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<div style="text-align: center; font-weight: bold;">DEPARTMENTAL ROUTING</div> <p>_____</p> <p style="text-align: center;">City Administrator</p> <p>_____</p> <p style="text-align: center;">Police</p> <p>_____</p> <p style="text-align: center;">Public Works</p> <p style="text-align: center;">4.11.18 BB</p> <p style="text-align: center;">Code Enforcement</p> <p style="text-align: center;">4.11.18 BB</p> <p style="text-align: center;">Fire Department (if required)</p> <div style="text-align: center; font-weight: bold;">COUNCIL ACTION</div> <p> <input type="checkbox"/> Approved              <input type="checkbox"/> Denied              Date: _____         </p> <p>DISAPPROVAL BY: _____</p> <p>DATE: _____</p> <p>DEPT: _____</p> <p>PHONE: _____</p>
<p> <b>Application fee (non-refundable): \$50.00</b>                Paid: _____                Receipt #: _____         </p> <p><i>* Additional Administrative, Public Works and Police costs may apply.</i></p>	

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Blue Sun Soda Shop, LLC  
1625 County Hwy 10, Ste D  
Spring Lake Park, MN 55432

Platinum Bank  
75-1767/960

1331

03/09/2018

PAY TO THE  
ORDER OF

City of Spring Lake Park

\$\*\*100.00

One hundred and 00/100\*\*\*\*\* DOLLARS

City of Spring Lake Park  
1301 Eighty-First Ave NE  
Spring Lake Park, MN 55432

MEMO

*Amanda Stone*

MP

Blue Sun Soda Shop, LLC  
03/09/2018

City of Spring Lake Park

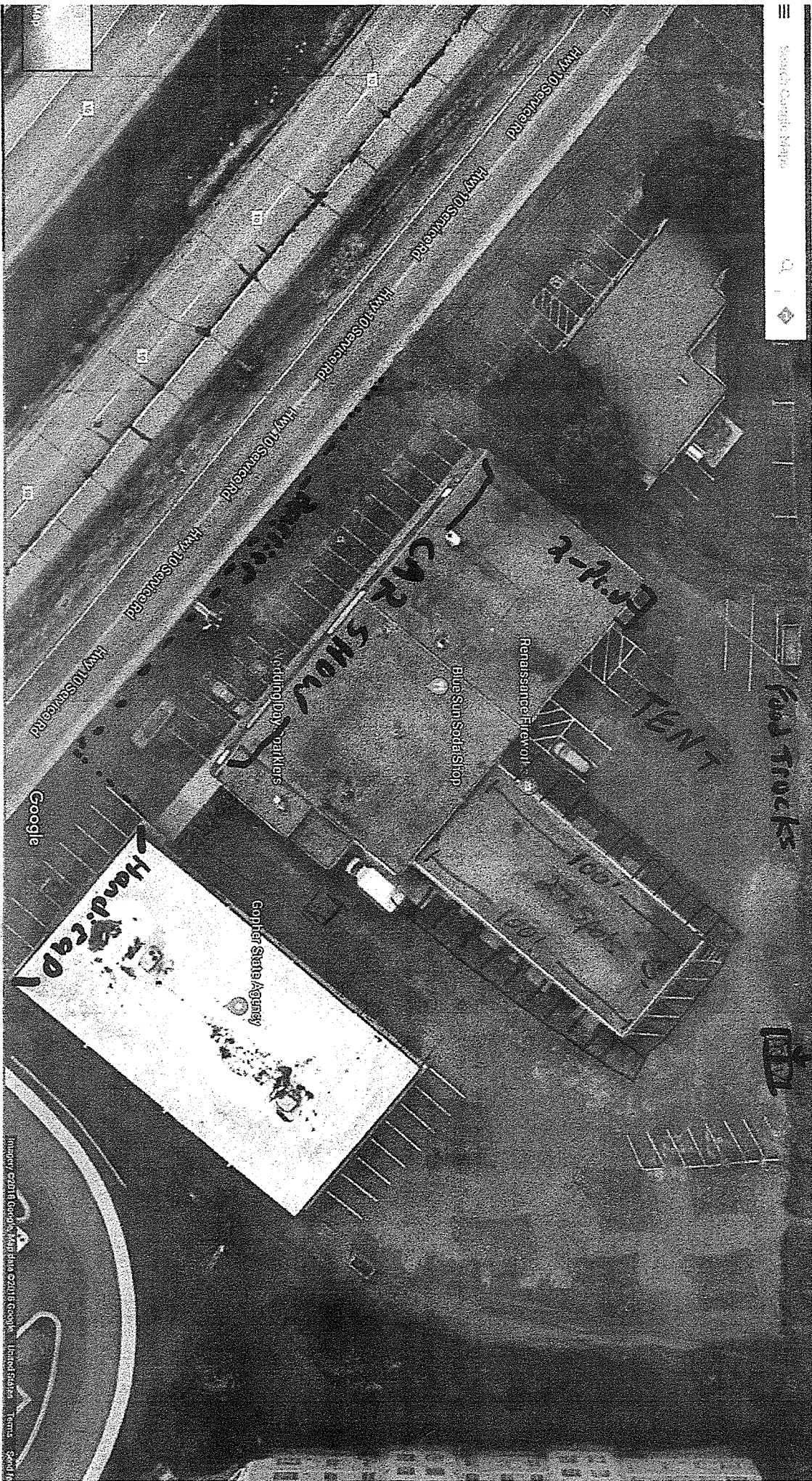
1331

Special Event Application Fee / 2018 MN Soda Fest  
Fire Inspection Fee / 2018 MN Soda Fest

50.00  
50.00

Platinum Bank Checking

100.00



27 Spaces for tastings.  
108 Flavors Avail

2 P:1



*Soda & Sweets Shop*

1625 County Road 10 Ste D ♦ Spring Lake Park, MN 55432

Phone: 763-432-0704 ♦ [www.bluesunsodashop.com](http://www.bluesunsodashop.com)

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**Property Description:** THAT PRT OF LOT 10 AUD SUB NO 152 DESC AS FOL: COM AT INTER OF NELY R/W LINE OF T H NO 10 & E LINE OF SD LOT 10; TH N 50 DEG 35 MIN W (ASSD BRG) ALG SD R/W LINE 804.64 FT TO



1625 County Road 10 Ste D ♦ Spring Lake Park, MN 55432  
Phone: 763-432-0704 ♦ [www.bluesunsodashop.com](http://www.bluesunsodashop.com)

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### **Minnesota Soda Festival Event Details**

**Admission:** No admission fee charged. Attendees will pay \$0.25/ticket to use towards soda samples.

**Food / Alcohol:** No alcohol served. Food will be sold through food truck vendors brought on site.

**Public Health Plans:** Four portable toilets will be brought on site during the event. Additional trash and recycling dumpsters will be requested during the week of the event.

**Emergency Plans:** First aid booth. Store will be open if weather is bad. Event will be shut down early if weather turns severe.

**Site Layout:** Enclosed

**Traffic / Parking Plans:** Attendees will be able to park in the lot at the old Povlitzki's building. From there a shuttle bus will be available for transportation to and from the event.

**Sound / Noise Plan:** Event will take place during daytime hours. Concluding at 7pm.

**Security Plans:** N/A

**Special Services Requested:** N/A

**Licenses / Permits:** N/A

**\*\*Our Certificate of Insurance will follow**



# CITY OF SPRING LAKE PARK

1301 81st Avenue NE  
Spring Lake Park, Minnesota 55432  
Phone: (763) 784-6491  
Fax: (763) 792-7257

## FIRE INSPECTION PERMIT APPLICATION

SITE	Project Title		Construction Valuation \$	
	Address 11025 County Highway 10 NE			
	City Spring Lake Park		County Anoka	
OWNER	Owner MM Real Estate Holdings / Mark Lazarchuk		Contact Person Amanda Stone	
	Owner Address 11025 County Highway 10 NE Ste D		Phone No 651-308-9326	
	City, State, Zip Spring Lake Park, MN 55432		Fax No ( )	
CONTR.	Contractor		Contact Person	
	Contractor Address		Phone No ( )	
	City, State, Zip Contractor License No:		Fax No ( )	
DESIGN FIRM	Designer		Contact Person	
	Firm Address		Phone No ( )	
	City, State, Zip		Fax No ( )	
APPLICANT	Permit Applicant Is: <input checked="" type="radio"/> Owner <input type="radio"/> Designer <input type="radio"/> Contractor <input type="radio"/> Other; specify			
	Applicant's Printed Name Bill Sun Soda Shop / Mark Lazarchuk		Applicant's Phone No 1012-840-3240	
	Applicant's Address 11025 County Highway 10 NE Ste D		Applicant's Fax No ( )	
	City, State, Zip Spring Lake Park, MN 55432		License/Registration No. (If applicable)	
PROJECT	Class of Work: <input type="radio"/> New <input type="radio"/> Addition <input type="radio"/> Alteration <input checked="" type="radio"/> Other; specify			
	Anticipated Start Date: 08/04/18		Anticipated Completion Date: 08/04/18	
	Description: Minnesota Soda Festival *Outdoor event featuring tents w/soda samples & food trucks			
City Council Review Date: Conditions:				
Applicant Name (Print) Mark Lazarchuk		Applicant Signature [Signature]		Date 08/09/18
INSPECTION FEES		FOR OFFICE USE ONLY		
Fees are established by the City Council by Resolution. See Fee Schedule for details.		INITIALS	DATE	AMOUNT PAID \$







April 4, 2018

To: Administrator Buchholtz/Staff/Planning Commission  
City of Spring Lake Park

From: Chief Ebeltoft

Re: Special Event: Minnesota Soda Festival  
August 4, 2018 10 am to 7 pm

The Police Department would note the below considerations:

- 1) Event Sponsor will need to address staffing at shuttle location.
  - a. Organize at parking location a dedicated spot for pick up and drop off of event attendees.
  - b. Provide staffing for a safe pedestrian route for foot traffic from parking location to event for those who choose not to wait for shuttle.
- 2) Event Sponsor will need to provide staffing to address event attendee's parking on local streets. (Ex. 83<sup>rd</sup> Ave, Sunset Road, Westwood Road, County Road 10, etc.)
- 3) Event Sponsor will need to have staff to address pedestrian foot traffic from local roads and County Road 10.
- 4) Event Sponsor should have an alternative location for park and ride, in the event that the current location that is up for sale, is sold.
- 5) Comply with all Spring Lake Park City Code Enforcement/Public Work requirements.





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

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## MEMORANDUM

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**TO:** Daniel Buchholtz, City Administrator  
**FROM:** Barry L. Brainard, Fire Marshal  
**RE:** Special Event: Minnesota Soda Festival August 4, 2018.  
**DATE:** April 11, 2018

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In reviewing the special event application submitted by Blue Sun Soda Shop on March 6, 2018, I submit the following for comments and consideration:

1. Event site plan indicates a tent without showing dimension size and distance from property lines, existing building structures, and food trucks. Event applicant included a Fire Inspection Permit Application with the Special Event Application but has not paid the \$50 fire application fee. Should the proposed tent exceed 200 square feet in area, a pre-event fire inspection must be conducted by my office. I have attached with this memo the "Temporary Assemblies and Tents" handout for the event applicant review and full completion.
2. Event site plan indicates a 20 foot fire lane around the entire building and outdoor event equipment. Signs must be posted to assure no parking will be permitted at front, sides and rear fire access lanes.
3. Event application indicates four (4) portable toilets. Two of the four portable toilets must be handicap accessible for compliance with the Minnesota Accessibility Code.
4. Food truck must have all applicable Minnesota Department of Health license available at the site at the time of pre-event inspection by my department.
5. All exterior electrical wiring and must provide ground fault capabilities and exterior wire gauge.
6. Should this special event produce outdoor assemblages of 1,000 people or more, the event applicant must conform to the City of Spring Lake Park, "Public Assemblages and Events" attached with this memo.





CITY OF SPRING LAKE PARK  
CODE ENFORCEMENT  
1301 81<sup>st</sup> Avenue NE  
Spring Lake Park MN 55432  
Business Phone 763-784-6491  
Fax 763-72-7257



## TEMPORARY ASSEMBLIES AND TENTS

Temporary indoor or outdoor assemblies and temporary use of tents in excess of 200 square feet or canopies in excess of 400 square feet are allowed with a fire inspection permit. Temporary assemblies and tents shall comply with the International Fire Code (IFC), 2000 edition. For the purpose of this handout, the term “tents” shall include canopies, temporary membrane structures and air supported or air inflated structures.

### Submittal Requirements

Completed fire inspections permit application signed by the property owner.

A check made out to the City of Spring Lake Park in the amount of \$50.

Provide two copies of a detailed site or floor plan showing the seating arrangement, exits and locations of portable fire extinguishers. One approved copy must remain on site at all times.

Provide a detailed description of all activities that will be occurring, the hours of the event and the approximate number of participants.

Provide a certificate, executed by an approved testing laboratory, certifying the flame resistance of materials used to construct the tent are in compliance with NFPA Standard 701.

### General Requirements for Assemblies

Documentation must be provided showing all draperies, decorative fixtures, and other fabrics and materials have been treated with an approved fire retardant material.

When more than 300 loose seats, folding chairs or similar seating is provided, chairs must be bonded together in groups of not less than three. This is not necessary for seating around tables.

Portable fire extinguishers must be provided.

### General Requirements for Tents and Canopies

Tents and canopies must have a permanently attached label stating the material is fire retardant.

Tents shall not be located within 20 feet of lot lines, structures, other tents, parked vehicles or internal combustion engines except as noted in IFC 2403.2.

Combustible materials such as hay, straw, wood shavings, sawdust and similar material shall not be located in a tent containing an assembly occupancy. ***Exception:*** *Materials necessary for the daily feeding and care of animals and materials that are kept damp. Combustible trash shall be removed from tents once each day.*

Fireworks are not permitted within 100 feet of tents.

**General Requirements (continued)**

Cooking installations require separate mechanical permit and approval.

Venting shall be to the exterior with approved spark arrestors. Vents shall not be placed within 12 inches of the tent.

Cooking or heating equipment shall not be within 10 feet of exits or combustible materials.

Outdoor cooking shall not be performed within 20 feet of tent.

Electrical permit is required for all temporary electrical installation.

L.P. gas must be secured outside of a tent with the following separations:

- Containers < 500 gallons – 10'
- > 500 gallons – 25'

Flammable liquids shall be stored outside not less than 50-feet from tent.

Generators shall be at least 20-feet from tents and secured from public access.

Vegetation and waste materials shall be kept a minimum of 30-feet from tent.

Provide flame-spread rating information for materials used as wall and/or ceiling decorations.

**Requirements for Exhibition Booths**

Approved automatic fire sprinkler system is required for exhibition areas exceeding 12,000 square feet.

Post "No Smoking" signs.

Open flame or other cooking devices utilizing flammable or combustible liquids, gas or charcoal are not permitted inside or within 20' of tent.

Fireworks are not permitted within 100-feet of tent.

**Additional Requirements for Amusement Structures**

An approved automatic fire sprinkler system is required.

Take actions to prevent false alarms from smoke and duct smoke detectors in display area.

An approved fire alarm system capable of disabling all special effects must be provided.

Exiting must be in compliance with the IFC and IBC.

No exits may be blocked or obstructed and clear paths to the exit must be maintained.

**Inspections Required**

Pre-event inspection.

Additional inspections may be required if event runs for more than one day.





CITY OF SPRING LAKE PARK  
CODE ENFORCEMENT  
1301 81<sup>ST</sup> Avenue NE  
Spring Lake Park MN 55432  
Business Phone 763-784-6491  
Fax 763-792-7257



## PUBLIC ASSEMBLAGES AND EVENTS

This publication outlines the requirements outlined within the 2015 Minnesota State Fire Code (MSFC) permit and public safety plan requirements related to carnivals, fairs, festivals, and outdoor and indoor public assemblages of 1,000 people or more within the City of Spring Lake Park, Minnesota. This publication does not address temporary tents, canopies, and cooking devices that are specifically address and defined by the MSFC. See "Temporary Assemblies/Tents" handout for more information.

Questions regarding the content of this publication can be directed to the Spring Lake Park Fire Marshal at 763-784-6491 during regular office hours, Monday thru Friday, 9:00 a.m. to 4:30 p.m. or by email at: [bbrainard@slpmn.org](mailto:bbrainard@slpmn.org).

**OVERVIEW:** The City of Spring Lake Park conducts periodically a variety of carnivals, fairs, festivals and large outdoor and indoor public assemblages throughout the year. Many of these events can draw large crowds, stage shows, temporary tents/structures, and special amusement devices which can impede emergency access to buildings, structures, fire hydrants, and fire lanes. In addition, events such as these can adversely affect the response of public safety services such as emergency medical, fire, and police.

**PERMIT(s) REQUIRED.** In accordance with Section 105.6 of the MSFC, states an operational permit is required for any carnival, fair, festival, or large indoor or outdoor public assemblage that has the ability to receive an attendance of 1,000 persons or more, including those who are involved with the delivery of the event. In addition, the Fire Marshal issues operational permits for a variety of activities regulated by the MSFC, such as the use of liquefied petroleum gas (LPG), display of fireworks, and installation and use of temporary tents; some of which require an additional permit.

**PUBLIC SAFETY PLAN REQUIRED.** Through the review and approval of a public safety plan, the Fire Marshal will assist sponsors, organizers, and operators of carnivals, fairs, festivals, and large indoor and outdoor public assemblages to make certain an adequate level of public safety is provided at these outdoor events, while ensuring compliance with the MSFC. A public safety plan is required by Section 403.2 of the MSFC.

**THREE STEP PROCESS.** The following steps form the procedural framework for completing the public safety plan submittal/retrieval and scheduling a fire marshal site inspection.

- STEP 1 - Submit required public safety plan for review and approval.
- STEP 2 - Retrieve approved public safety plan.
- STEP 3 - Schedule a fire marshal inspection.

**STEP 1 - SUBMIT REQUIRED PUBLIC SAFETY PLAN.** An application for public safety plan review and operational permit for each carnival, fair, festival, or large indoor and outdoor public assemblage shall be made in writing to the Fire Marshal by the responsible party. Applications may be obtained by calling the Spring Lake Park Fire Marshal or online at: [www.slpmn.org](http://www.slpmn.org)

**PERMIT FEE.** A fee of \$50.00 is due at the time of permit application and plan submittal. This fee generally covers the cost of the plan review and inspection(s) associated with the permit and is authorized by Section 105.1.1 of the MSFC.

**PLAN SUBMITTAL INSTRUCTIONS.** The following documentation (i.e., contents of the public safety plan) must be submitted along with the completed public safety plan review and fire permit application to the Spring Lake Park Fire Marshal for review and approval **at least 30 days prior to the event:**

- One (1) copy of a written emergency plan. (See page 3 for details)
- One (1) copy of a site layout plan. (See pages 3 & 4 for details)
- One (1) copy of a crowd management plan for events hosting 1,000+ persons. (See pages 4 & 5 for details)

Please note that any plans submitted on paper that are larger than 11" x 17" cannot be scanned digitally and will need to be scanned by a separate agency at an additional fee to the applicant of \$50.00. The Spring Lake Park Fire Marshal will retain one set digitally. Plans will only be released after the required permit fee has been paid in full.

Submit the completed permit application and a copy of the required documents by one of the following: - PDF form via email to [bbrainard@slpmn.org](mailto:bbrainard@slpmn.org), by Mail to the address listed on the first page, or in person at the Spring Lake Park City Hall; Monday through Friday, between 9:00 a.m. and 4:30 p.m.

**STEP 2 - RETRIEVE APPROVED PUBLIC SAFETY PLAN.** After your public safety plan has been reviewed and approved, you must receive the approved plan(s) and permit at least 10 days prior to the event by retrieving it at the Spring Lake Park City Hall during regular business hours or by receiving a PDF version via email. In accordance with Section 105.4.4 of the MSFC, plans approved by the fire official are approved with the intent that they comply in all respects to the Fire Code. Any omissions or errors on the plans do not relieve the applicant or responsible party from complying with all applicable requirements. Final approval is granted only after a site inspection by the Spring Lake Park Fire Marshal.

**STEP 3 - SCHEDULE A FIRE MARSHAL INSPECTION.** Approval of a carnival, fair, festival, or indoor or outdoor public assemblage is finalized through a site inspection, which must be scheduled by the responsible party for a date at least one business day prior to the operation of the event. The approved public safety plan must be available at the event location. To schedule an inspection, call the City of Spring Lake Park Fire Marshal office at (763) 784-6491 during business hours.

**OTHER AGENCIES & LOCAL GOVERNMENTS.** When planning these types of outdoor or indoor events, particular attention should be given to the notification and coordination with the following government agencies:

- SBM Fire Department – (763) 786-4436 or [www.sbmfire.com](http://www.sbmfire.com)
- Spring Lake Park Police Department - (763) 792-7200 or [www.slpmn.org/police-department.html](http://www.slpmn.org/police-department.html)
- Anoka County Health Department, Food Service Permits & Inspections - (763) 422-7063 or [www.anokacounty.us/1414/Food-Service-Establishments](http://www.anokacounty.us/1414/Food-Service-Establishments)

**ELECTRICAL & SPECIAL AMUSEMENT DEVICE PERMITS.** The use of an electrical generator 6500 watts or greater and/or the installation of temporary electrical wiring, circuits, and equipment may require an electrical permit and inspection. Please contact the Spring Lake Park Electrical Inspector, Brian Nelson. Mr. Nelson can be contacted at (763) 434-4853, or by fax after 9 am at (763) 434-4853. Office Hours: M-F 7:00 AM - 8:30 AM. You may apply for a permit on-line at: [www.briannelsoninspections.com](http://www.briannelsoninspections.com) for more information about electrical, special amusement device permits, and associated inspections/approvals.

**PUBLIC SAFETY WRITTEN EMERGENCY PLAN.** Shall include the following information:

1. Name and/or description of the event (e.g., Fall Music Festival, Art Fair, Outdoor Concert)
2. Event date(s) and time(s) including scheduled activities and times of peak attendance.
3. The name and address of the event facility/location/site shown on each page of the plan.
4. Complete contact information for event stakeholders which includes the property owner, event sponsor or event coordinator/operator, and key event staff. Contact information should include alternates, and include cell phone numbers and e-mail addresses.
5. Approximate or estimated event set-up completion date/time prior to event operation.
6. Approximate number of attendees including all event attendants, employees, and staff.
7. Identify all means of communication available for event attendants, employees, and staff to routinely communicate with each other, summon help, and call 911.
8. Procedure for immediately reporting fire events, alarm activations, hazardous materials releases, medical emergencies, and other emergencies.
9. Evacuation procedures in the event of an emergency (e.g., fire, weather, bomb threat, etc.).
10. Plan to stop all music, performances, and audio-visual effects in the event of emergency.
11. List of primary and secondary evacuation routes and evacuation assembly locations.
12. Crowd management plan that clearly identifies all crowd manager positions and duties, including those persons responsible for calling 911 and meeting emergency responders.

**SITE/BUILDING LAYOUT PLAN.** Shall be in the form of a legible diagram and include the following:

1. Name and/or description of the event and event date(s) shown on each site plan page.
2. Overall site map and/or building showing the boundary or perimeter of the event facility/location/site.
3. Location and dimensions of all permanent buildings within the event site boundary.
4. Location and dimensions of all temporary tents/structures, and the distance from other temporary tents/structures and permanent buildings within the event site boundary.
5. Location of all fire hydrants and fire department connections (e.g., standpipe, sprinkler).
6. Location and width of vehicle ingress/egress routes and all designated fire lanes.
7. Location of public accessible vehicle parking areas and event vehicle staging/storage.
8. Location of display/vendor booths identified by occupant name and/or identification #.
9. Location of all amusement devices, stages, observation decks/towers, and large displays.
10. Location of all outdoor assembly, gathering, and/or seating areas showing means of egress elements including exit access routes/widths and exit discharge locations leading to the public way. This includes detailed measurements of fenced areas and egress gates.
11. Location of all designated primary and secondary evacuation routes within the event site and/or building boundary and all crowd manager stations and location assignments.
12. Location of all temporary generators and/or temporary electrical service connections.

13. Location of all permanent and/or temporary LPG installation/storage/use areas.
14. Location of approved fireworks or pyrotechnic special effects discharge and fallout areas.

#### **KEY POINTS TO REMEMBER**

- ***Use This Plan.*** The contents of the public safety plan, including the written emergency plan and site layout plan, must be reviewed with all event staff, which includes employees, crowd managers, volunteers, and designated fire watch personnel.
- ***Don't Delay.*** In case of emergency, event staff must be able to give their location within the event site, summon help from other event staff as needed, and call 911 without delay.
- ***Emergency Services On-site.*** Unless otherwise required by the Spring Lake Park Fire Marshal, it is not necessary for fire and/or EMS services to be on-site during the operational periods of your event. However, these services may still be available at your request. Further information regarding this service can be obtained by calling the Spring Lake Park Fire Chief at (763) 786-4436.
- ***Plan for the Unexpected.*** Emergencies are always unexpected and usually never occur at a convenient time. Therefore, it is important to ensure that your public safety plan is well prepared and defines the meaning of anything that may be misinterpreted. For example, you may outline that the event will close down during inclement weather. The question then arises as what is inclement weather?

**FIRE WATCH PERSONNEL.** In accordance with Section 403.1 of the MSFC, when in the opinion of the fire code official, it is essential for public safety in a place of assembly or any other place where people congregate, because of the number of persons, or the nature of the performance, exhibition, display, contest or activity, the owner, agent or lessee shall provide one or more fire watch personnel, as required and approved, to remain on duty during the times such places are open to the public, or when such activity is being conducted.

- ***General Duties.*** All attendants, employees, and staff of fairs, festivals, and indoor and outdoor public assemblages should maintain a constant fire watch, which involves keeping a diligent watch for smoke and fire, obstructions to means of egress and emergency vehicle routes, and other hazards during the event. Attendants, employees, and supervisors should take prompt measures for remediation of hazards, calling 911 when required, and assisting with the evacuation of impacted areas in accordance with the written emergency plan.
- ***When Required.*** Fire watch personnel, other than designated crowd managers, may be required by the Fire Marshal depending on the unique circumstances related to the event. In addition, final determination related to the actual number and special duties of designated fire watch personnel may be identified during a fire marshal inspection.

**CROWD MANAGEMENT.** In accordance with Section 403.3 of the MSFC, trained crowd managers shall be provided for facilities or events where more than 1,000 persons congregate. The minimum number of crowd managers shall be established at a ratio of one (1) crowd manager to every 250 persons. The focus areas related to crowd management include the following:

- ***Crowd Managers.*** Individual persons or job/staff positions designated as crowd managers shall be identified in the written emergency procedures part of the public safety plan and/or approved fire safety and evacuation plan. It is recommended that alternate crowd managers also be designated and be trained as required.
- ***Crowd Manager Training.*** Designated crowd managers shall be familiar with the approved public safety plan and/or approved fire safety and evacuation plan, and be

properly trained in the emergency procedures described in the plan. Approved Crowd Manager training and certification is available on-line at:

[www.crowdmanagers.com/training](http://www.crowdmanagers.com/training)

- *Crowd Manager Duties.* Designated crowd managers shall appropriately implement the emergency procedures described in the approved public safety plan and/or approved fire safety and evacuation plan. In addition, crowd managers shall also act as fire watch personnel and keep diligent watch for fires, obstructions to means of egress, and other hazards during the time such place is open to the public or such activity is being conducted and take prompt measures for remediation of hazards, extinguishment of fires that occur, and assist in the evacuation of the public from the event areas (i.e., structures, premises).
- *Crowd Management Plan.* The crowd management plan is part of the public safety plan, and should clearly identify all crowd manager positions and duties including those persons responsible for calling 911 and meeting emergency responders. Crowd manager stations and location assignments, where provided, shall be illustrated on the site layout plan.





# Memorandum

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

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

**Date:** April 24, 2018

**Subject:** Highway 65 Signal Painting

Anoka County is in the process of putting together a solicitation for bids for signal painting. City staff is seeking authority to participate in the bid by submitting two signalized intersections for painting.

Staff is seeking authority to paint the signals on Highway 65 at 85<sup>th</sup> Avenue NE and 81<sup>st</sup> Avenue NE. The paint is cracking and rust is coming through, making the signals unsightly. The painting contractor selected by the County would remove the existing paint and rust and repaint the signals.

The City is responsible for this maintenance on both signals pursuant to maintenance agreements signed with the MnDOT.

The County Highway Department estimates that the cost of the signal repainting will be approximately \$10,000 - \$12,000 per intersection. According to MnDOT, the 85<sup>th</sup> Avenue signal was installed in 1997 and the 81<sup>st</sup> Avenue signal was installed in 2002.

Staff reviewed the Osborne Road/Highway 65 and the 81<sup>st</sup> Avenue/University Avenue signals as well. The paint on these signals, while faded, is in relatively good condition. These signals may be included in a future signal painting project.

Funding for the signal repainting would come from the City's MSA maintenance funds (Fund 402).

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







April 25, 2018

**Attention: Dan Buchholtz**

City of Spring Lake Park  
1301 81<sup>st</sup> Avenue NE  
Spring Lake Park, MN 55432

Dear Dan,

**Reference: Wells 4 and 5 Rehabilitation Project – Proposal for Engineering Services**

Over the past few months we have worked with the Public Works Director to establish maintenance plans for the city's water system. As part of that process it was determined that routine maintenance of Wells 4 and 5 should be completed.

With this letter we are providing the following scope, schedule, and budget to assist you with the rehabilitation of City Wells No. 4 and No. 5. These wells were last rehabilitated in 2003 and are due for maintenance, inspection, and repair. This maintenance will help to prevent an unexpected outage or breakdown.

**Project Scope**

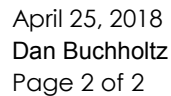
Based on our conversations, we have developed a scope that includes the following for each well:

1. Remove and inspect the pumps. Refurbish or replace parts as needed.
2. Inspect the pump motors. Repair or replace as needed.
3. Inspect column piping. Repair or replace as needed.
4. Inspect bearings, head shaft, sleeve, couplings, etc. Repair or replace as needed.
5. Wire brush casings to remove built up scale.
6. Video inspection of the wells.
7. Bail loose sediment from wells, if there is significant accumulation that could impact well performance.
8. Replace the cooling unit at Well 5.
9. Replace the transducer at Well 2.

**Project Schedule**

Here is a basic outline of the proposed project schedule:

Task	Estimated completion
Prepare specifications	June 2018
Bid opening	July 2018
Completion of contract and notice-to-proceed	August 2018



Well 4 rehabilitation begins	August 2018
Well 4 startup	October 2018
Well 5 rehabilitation begins	November 2018
Well 5 startup	February 2019

## Project Budget

Wells 4 and 5 Specifications and Bidding:	\$12,500
Well 4 Construction Oversight:	\$ 6,500
Well 5 Construction Oversight:	\$ 6,500
Expenses:	\$ 1,000

Regards,  
**STANTEC CONSULTING SERVICES, INC.**

Mark Janovec, PG  
Phone: 651-604-4831  
mark.janovec@stantec.com

Phil Gravel, PE  
Phone: 651-604-4885  
phil.gravel@stantec.com

## Design with community in mind



Stantec Consulting Services Inc.  
2335 Highway 36 West, St. Paul MN 55113

May 1, 2018

Honorable Mayor and City Council  
City of Spring Lake Park  
1301 81<sup>st</sup> Avenue NE  
Spring Lake Park, MN 55432

Re: **2018 Sanitary Sewer Lining Project**  
Project No. 193804547  
**Bid Results**

Dear Honorable Mayor and City Council:

Bids were opened for the Project stated above on May 1, 2018. Transmitted herewith is a copy of the Bid Tabulation for your information and file. Copies will also be distributed to each Bidder once the Project has been awarded.

There were a total of 7 Bids. The following summarizes the results of the Bids received:

	<b><u>Contractor</u></b>	<b><u>Total Base Bid</u></b>
Low	Insituform Technologies USA, LLC	\$326,758.40
#2	Hydro-Klean, LLC	\$343,114.95
#3	Michels Pipe Services	\$375,844.00
#4	Veit & Company, Inc.	\$382,985.00
#5	Visu-Sewer, Inc.	\$415,300.00
#6	Lametti & Sons, Inc.	\$434,620.00
#7	SAK Construction LLC	\$491,400.00

The low Bidder on the Project was Insituform Technologies USA, LLC with a Total Base Bid Amount of \$326,758.40. This compares to the Engineer's Opinion of Probable Costs of \$300,000. The Bids have been reviewed and found to be in order.

If the City Council wishes to award the Project to the low Bidder, then **Insituform Technologies USA, LLC** should be awarded the Project on the **Total Base Bid Amount of \$326,758.40**

Should you have any questions, please feel free to contact me. For your reference, a map of the project area is attached.

Sincerely,

**STANTEC CONSULTING SERVICES INC.**

Phil Gravel, PE

Attachments: Bid tabulation and location map.



Project Name: 2018 Sanitary Sewer Improvements

City Project No.:

Stantec Project No 193804547

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

Bid Opening: Tuesday, May 1, 2018 at 11 A.M., CDT

Owner: City of Spring Lake Park

*Phil Gravel*  
Phil Gravel, P.E.

License No. 19864

## BID TABULATION

Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID											
1	MOBILIZATION	LS	1	\$5,853.00	\$5,853.00	\$5,227.50	\$5,227.50	\$17,525.00	\$17,525.00	\$18,000.00	\$18,000.00
2	TRAFFIC CONTROL	LS	1	\$8,918.50	\$8,918.50	\$7,500.00	\$7,500.00	\$6,398.00	\$6,398.00	\$5,000.00	\$5,000.00
3	SEWER REHABILITATION, 8 or 9-INCH CIPP	LF	12450	\$21.90	\$272,655.00	\$22.70	\$282,615.00	\$24.50	\$305,025.00	\$25.00	\$311,250.00
4	HYDROPHILIC END SEAL	EA	89	\$112.10	\$9,976.90	\$106.25	\$9,456.25	\$64.00	\$5,696.00	\$115.00	\$10,235.00
5	CLEAN AND INSPECT SERVICE LATERAL CONNECTION	EA	10	\$317.40	\$3,174.00	\$500.00	\$5,000.00	\$250.00	\$2,500.00	\$700.00	\$7,000.00
6	GROUT SERVICE LATERAL CONNECTION	EA	90	\$290.90	\$26,181.00	\$370.18	\$33,316.20	\$430.00	\$38,700.00	\$350.00	\$31,500.00
TOTAL BASE BID					\$326,758.40		\$343,114.95		\$375,844.00		\$382,985.00
TOTAL BASE BID					\$326,758.40		\$343,114.95		\$375,844.00		\$382,985.00
Contractor Name and Address:						Hydro-Klean	Michels Pipe Services	Veit & Company, Inc.			
						17988 Edison Avenue	817 Main St.	14000 Veit Place			
						Chesterfield, MO 63005	Brownsville, WI 53006	Rogers, MN 55374			
						Phone: 636-530-8000	920-924-4300	763-428-2242			
						Email: <a href="mailto:jlause@aeqion.com">jlause@aeqion.com</a>	<a href="mailto:nfrank@michels.us">nfrank@michels.us</a>	<a href="mailto:bjohnson@veitusa.com">bjohnson@veitusa.com</a>			
						Signed By: Jana Lause	Don Grebe	Kevin Brenny			
						Title: Contracting & Attesting Officer	Regional Manager	CFO			
Signed Responsible Contractor Certificate: Yes						Yes	Yes	Yes			
Bid Security: Bid Bond						Bid Bond	Bid Bond	Bid Bond			
Addenda Acknowledged: 1						1	1	1			



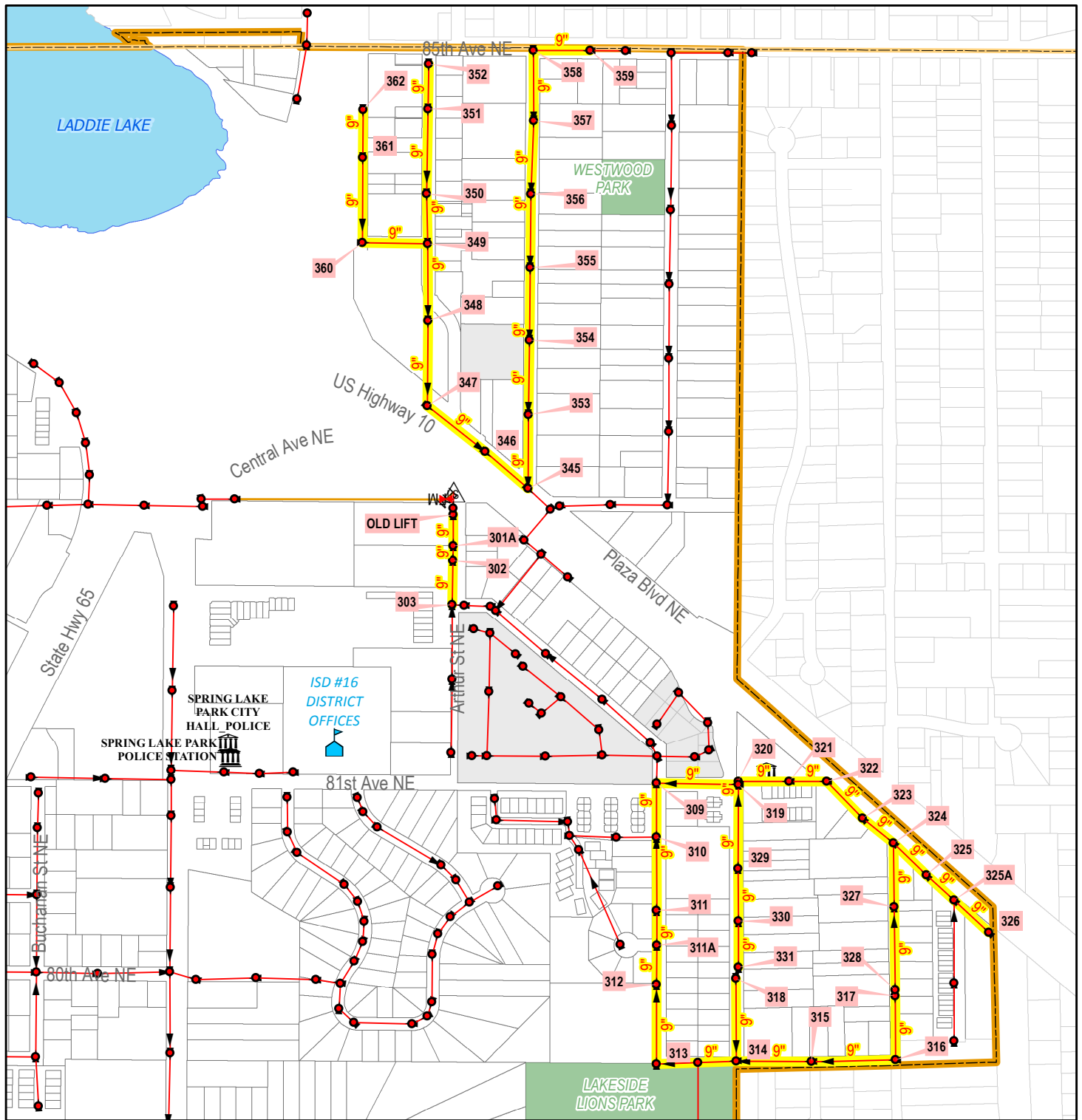
**BID TABULATION**

**Bidder No. 5**  
**Visu-Sewer, Inc.**








**Bidder No. 6**  
**Lametti & Sons, Inc.**

**Bidder No. 7**  
**SAK Construction, LLC**

Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID									
1	MOBILIZATION	LS	1	\$6,270.00	\$6,270.00	\$16,000.00	\$16,000.00	\$40,000.00	\$40,000.00
2	TRAFFIC CONTROL	LS	1	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00
3	SEWER REHABILITATION, 8 or 9-INCH CIPP	LF	12450	\$28.90	\$359,805.00	\$29.50	\$367,275.00	\$30.00	\$373,500.00
4	HYDROPHILIC END SEAL	EA	89	\$125.00	\$11,125.00	\$105.00	\$9,345.00	\$100.00	\$8,900.00
5	CLEAN AND INSPECT SERVICE LATERAL CONNECTION	EA	10	\$415.00	\$4,150.00	\$1,200.00	\$12,000.00	\$500.00	\$5,000.00
6	GROUT SERVICE LATERAL CONNECTION	EA	90	\$355.00	\$31,950.00	\$300.00	\$27,000.00	\$600.00	\$54,000.00
TOTAL BASE BID					\$415,300.00		\$434,620.00		\$491,400.00
TOTAL BASE BID					\$415,300.00		\$434,620.00		\$491,400.00
Contractor Name and Address:									
				Visu-Sewer, Inc. W230N4855 Belker Drive Pewaukee, WI 53072		Lametti & Sons, Inc. 16028 Forest Blvd. N. P. O. Box 477		SAK Construction, LLC 864 Hoff Road O'Fallon, MO 63366	
				262-695-2340		651-426-1380		636-385-1000	
				Email: visu-info@visu-sewer.com		danb@lametti.com		bhirtz@sakcon.com	
				Signed By: Alex L. Rossebo		Daniel J. Bonken		Boyd Hirtz	
				Division Manager		Executive Vice President		Vice-President	
				Yes		Yes		Yes	
				Signed Responsible Contractor Certificate:		Bid Bond		Bid Bond	
				Bid Security:		1		1	
				Addenda Acknowledged:		1		1	



### Legend

-  Lift Station
-  Manhole
-  Valve
-  Gravity Sewer
-  FM Forcemain
-  Project Location
-  Spring Lake Park Boundary

2335 Highway 36 West  
St. Paul, MN 55113



## City of Spring Lake Park

2018 Sewer Lining Project

## Proposed Improvements

Figure 1

Date  
03/16/2018

Job No.  
193804547

Scale  
See Above





# Memorandum

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

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

**Date:** May 2, 2018

**Subject:** Temporary Elections Employee

With recent changes to election laws relating to absentee balloting, staff needs a temporary employee to assist with processing absentee ballot applications. The new direct ballot absentee process has become very popular with residents. However, this popularity has taxed our staff the month before the election, limiting their ability to do other aspects of their jobs.

Staff recommends hiring Alice Procott as a temporary elections employee. Alice is a familiar face at City Hall as a former staff person. She is also a long time election judge. Her knowledge of election procedures and her customer service skills make her an excellent choice to assist the City with the absentee balloting process.

Alice would begin work part-time starting on October 8 through October 19. She would then transition to full time from October 22 through November 5. In addition to her absentee ballot duties, she would assist staff with preparations of the 2018 General Election. Her salary would be \$12.00/hour, with no benefits.

This temporary position was discussed during the 2018 budget process and funds were included in the budget for the position.

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





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

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## MEMORANDUM

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**TO:** Spring Lake Park City Council  
**FROM:** Barry L. Brainard, Code Enforcement Director  
**RE:** Part-time Code Enforcement Inspector Employment  
**DATE:** May 2, 2018

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Interviews were conducted on April 24, 2018, for the part-time Code Enforcement Inspector position. A contingent offer of employment was made to Mr. John Caldwell, of Andover, Minnesota, of \$24.00 an hour, pending criminal background check and Council Approval to commence work starting Tuesday, May 8, 2018.

The Code Enforcement budget expenditure for the part-time Code Enforcement Inspector has allocated \$14,560 for 2018.

If you have any questions or concerns regarding my memo, please contact me at your convenience.





City of Spring Lake Park  
Engineer's Project Status Report

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To: Council Members and Staff  
From: Phil Gravel

Re: **Status Report for 5.7.18 Meeting**  
File No.: R-18GEN

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

**MS4 Permit (193802936).**

Annual report and annual public meeting will be completed in June (Annual report due June 30<sup>th</sup>). Annual Training will be completed in the fall.

**Surface Water Management Plan (193803949).**

Detailed storm water modeling has been completed. We are currently using the storm water model to evaluate proposed conditions to see what can be done to reduce flooding in these areas. A summary report will be presented later this summer with the LSWMP is updated.

**2017 Sanitary Sewer Lining Project (193803782).**

This project included sanitary sewer lining in the neighborhood east of Able Street and north of 81<sup>st</sup> Avenue. The Contractor was Visu-Sewer. Terry Randall is working on follow-up items.

**2018 Sanitary Sewer Lining Project (193804547).**

This project includes sewer lining in the northeast area of the city. *Bids were opened on May 1<sup>st</sup>. See separate bid results and ward recommendation letter.*

**2017-2018 Street Seal Coat Project (193803783).**

This 2-year project includes street maintenance in the neighborhood north of 81<sup>st</sup> Ave. and west of Monroe St. (2017) and in the neighborhood east of Monroe St., south of 81<sup>st</sup> St. and west of TH 65 (2018). Terry Randall will coordinate 2018 work this summer.

**Wells 4 and 5:** Working with Terry on a process for rehabbing these wells. The timeline for rehabilitating the wells will be late summer for Well 4 and autumn for Well 5. That way a driller can start on Well 4 and, when done, can move to Well 5. The rehab bids will be more competitive if the work on the wells can be scheduled this way, as it will keep a well rig busy for an extended period. *See separate letter regarding authorization for preparing construction plans and obtaining bids.*

**Wellhead Protection Plan:** Well survey responses have been reviewed and compiled. The results of the survey, along with other wellhead protection activities in the past two years, will be included in a Plan Evaluation Report which will be provided to the Minnesota Department of Health (MDH). In May, a letter requesting the 10-year extension to the Plan will be sent to MDH.

**Buchanan Street Parking Lot:** Staff is working on the idea of possibly construction a small parking lot on the city owned lot on Buchanan Street south of 81<sup>st</sup> Avenue. A field survey has been completed and a plan will be prepared. Once a final cost estimate has been prepared the Administrator will discuss possible arrangements with the commercial property on Buchanan.

**Other issues/projects.**

Still working with cellular companies (Verizon and AT&T) regarding facilities on the water towers.

Feel free to contact Harlan Olson, Phil Carlson, Jim Engfer, Mark Rolfs, Marc Janovec, Peter Allen, or me if you have any questions or require any additional information.



# **CORRESPONDENCE**







JERRY SOMA  
County Administrator

# Anoka County

## COUNTY ADMINISTRATION

Respectful, Innovative, Fiscally Responsible

April 24, 2018

Mr. Kevin Bigalke, Central Region Manager  
Minnesota Board of Water and Soil Resources  
520 Lafayette Road North  
St. Paul, MN 55155

Dear Mr. Bigalke:

At the county board meeting of April 24, 2018, the Anoka County Board of Commissioners appointed Dwight McCullough to the Coon Creek Watershed District Board of Managers for a term ending May 27, 2021.

If you have any questions regarding the actions taken by the Anoka County board, please do not hesitate to contact me.

Sincerely,

Jerry Soma  
County Administrator  
763-324-4715

[Jerry.Soma@co.anoka.mn.us](mailto:Jerry.Soma@co.anoka.mn.us)

JS:bv  
By email

c: Jonell Sawyer, Property Records and Taxation Division Manager  
Tim Kelly, District Administrator, Coon Creek Watershed District  
Mayors and City Managers/Administrators of CCWD

**Mediation Services**  
**for Anoka County**  
*Creating Peaceful Solutions*

April 23, 2018

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

Dear Dan Buchholtz,

Thank you very much for the City of Spring Lake Park's continued support of conflict resolution services. We have enclosed an invoice for service that is provided for all the residents of Spring Lake Park throughout 2018. Spring Lake Park's contribution to Mediation Services to Anoka County (MSAC) helps build a safer community by providing all residents with support to resolve various conflicts. MSAC provides low cost or no cost conflict resolution services in Shared Parenting, Community (ex. neighbor to neighbor dispute), and Police referrals, to name a few of our services. This year we are expanding services to work with pre-eviction mediations and restorative justice diversion with juveniles.

The efforts of our well-trained mediators and volunteers and our organizational work with restorative practices make a real difference for families, neighbors, and our expanding community! Thank you again for your support and I look forward to our continued collaboration.

Sincerely,



Carol Markham-Cousins  
Executive Director

Enclosed are our annual report from 2017 and an invoice for 2018 services.

*Mediation Services for Anoka County*  
*A community-focused 501(c) (3) nonprofit organization*  
3200 Main Street, Suite 210 - Coon Rapids, MN 55448  
[www.mediationservice.org](http://www.mediationservice.org) office: 763-422-8878 fax: 763-422-0808 [info@mediationservice.org](mailto:info@mediationservice.org)



**Mediation Services for Anoka County**

3200 Main Street Northwest

Coon Rapids, MN 55448 US

763-422-8878

carol@mediationservice.org

www.mediationservice.org

**Invoice****BILL TO**

City of Spring Lake Park

attn: Dan Buchholtz

1301 81st Ave. NE

Spring Lake Park, MN 55432

USA

INVOICE #	DATE	TOTAL DUE	ENCLOSED
2011-41	01/01/2018	\$711.92	

DATE	ACTIVITY	QTY	RATE	AMOUNT
01/01/2018	<b>Govt.-Local</b> 2018 Mediation Services for City of Spring Lake Park per current population	6,472	0.11	711.92

BALANCE DUE

**\$711.92**



# MEDIATION SERVICES

## RESOLVING CONFLICTS

Helping people  
resolve conflicts  
through casework,  
mediations, trainings,  
outreach and referrals.

# 2017

ANNUAL  
REPORT

[WWW.MEDIATIONSERVICE.ORG](http://WWW.MEDIATIONSERVICE.ORG)

# What our clients are saying...

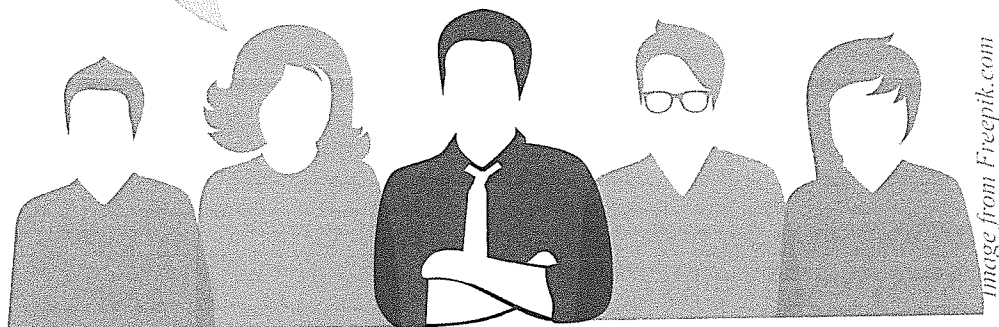
"The mediators were very professional and used a variety of strategies to keep our mediation process moving forward."  
-Greg

"I found I learned to talk things out, walk away, or choose a better response."  
- Cynthia, Peaceful Alternative Class

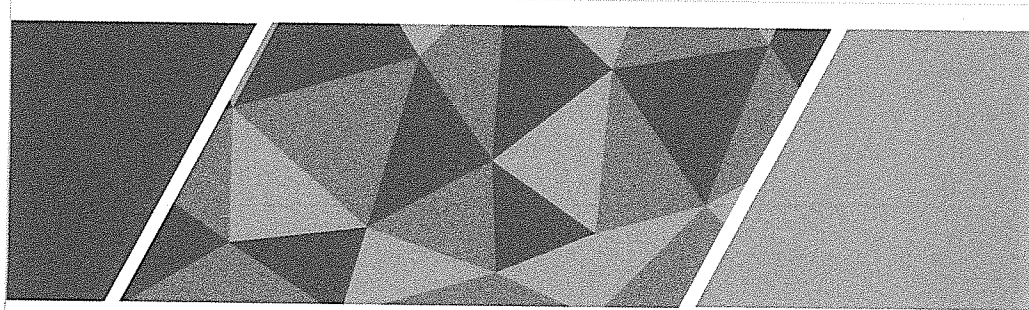
"Talking out my feelings really helped."  
- Denaysia, Restorative Justice Participant

"The mediators had the ability to draw the main points from the dialogue and provided structure to our discussion."  
-Ahmed, Local Business Manager

"The mediators of our shared parenting mediation were friendly, helpful, and professional".  
-Chris & Samantha







Dear Mediation Services Community,

2017 has been a year of new beginnings. Mediation Services for Anoka County (MSAC) started the year with a new Executive Director, Carol Markham-Cousins. Carol has brought her experience as a life-long educator to build and strengthen relationships with schools in Anoka County and continue to reach out into the greater community.

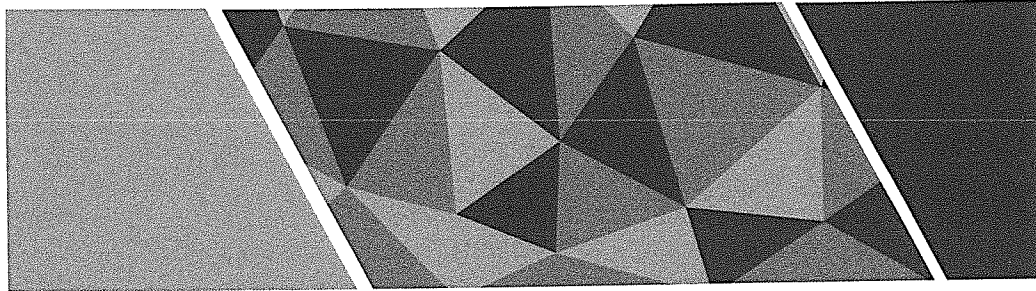
MSAC launched a pilot project to assist community seniors to resolve conflict in community living. Our organization continues to support community and conciliation court mediations in Anoka, Isanti, and Chisago Counties. Throughout 2017 we have expanded our restorative justice work in Juvenile Corrections and our partnerships with local schools.

It is important to recognize the efforts of our board members, volunteers and staff. Their tireless efforts help make MSAC a vital source of resolving and responding to conflict throughout the Anoka County community.

As I reflect on the previous year and look forward to 2018, I am excited to see MSAC grow and deepen its roots in mediation and restorative practice. We have an incredible team of volunteers, staff, and board members. Mediation Services for Anoka County has been a strong presence in the community for over 30 years and together we will uphold the values of restorative justice and conflict mediation. Thank you for your support and dedication to upholding these values.

Best regards,

Bradley Kerschner  
MSAC Board Chair



## SERVICES OFFERED

### **RESTORATIVE SERVICES**

**Restorative Services** are an alternative way of responding to conflict and repairing harm within a community and can help prevent future crime and harms. We serve youth and adults through **Restorative Practices** in Schools and **Restorative Justice** in the Justice System.

#### ***Types of Restorative Sessions:***

- Circles to Repair Harm
- Circles of Support
- Community Building Circles
- Restorative Conferencing

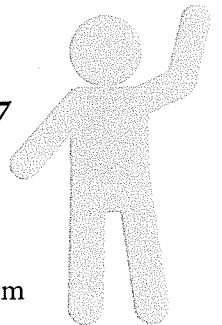
### **MEDIATIONS**

**Shared Parenting Mediation** helps resolve co-parenting issues after divorce (we also serve never married parents).

**Community Mediation** helps neighbors, landlords & tenants, seniors, schools, businesses, and families.

Mediation Services serves **Conciliation Court** in Anoka, Isanti and Chisago Counties

**246% increase in  
youth served in 2017**



### ***Responding to Conflict & Repairing Harm:***

Restorative Services allow individuals who may have caused harm to take full responsibility for their behavior by addressing the individual(s) and community affected by their behavior. All affected people come together to discuss the harm. Participants are prepared in advance to meet and are informed about how the process works.

### ***Prevention:***

Restorative sessions help prevent recidivism and future harms. When participants develop a deeper understanding of impacts resulting from crime and harm they are less likely to cause the harm again. The sessions can also help increase safety by strengthen relationships and building a positive sense of community.


## 2017 Statement of Financial Position Revenue & Support

Grants & Contracts: \$166,710  
Contributions & Fundraising: \$39,820  
Program Fees: \$5,565

### REVENUE

Total:

\$211,098

 **82%** of our  
Shared Parenting clients  
have used the low income  
sliding fee scale.

### EXPENSE

Total:

\$203,723

## A Success Story: 2-2-2

### 2 parents-2 mediators-2 hours

*Parents no longer living in the same household were having challenges making decisions about co-parenting their small child. The parents were no longer communicating, resulting in on-going conflicts regarding their daughter. They were hurt and sought out mediation in order to prevent further damage to their child.*

*Both parents reported that "the mediators helped us find common ground about how much we love and care about the well-being of our daughter." They agreed on a plan for visitation and communication and said they were grateful for the mediation because, "now we can talk with each other".*



## **Thank You to our Supporters!**

### ***Community Groups***

Coon Rapids Rotary

John P. and Eleanor R. Yackel Foundation Anoka  
County Bar Association

### ***State Partners***

Bureau of Mediation Services  
Minnesota Supreme Court  
Minnesota Office of Justice Programs

### ***County Partners***

Anoka County  
Anoka County Attorney's Office

### ***Municipal Partners***

Andover, Anoka, Bethel, Blaine, Centerville, Circle  
Pines, Columbia Heights, Coon Rapids, Fridley,  
Hilltop, Lexington,  
Ramsey, Saint Francis

### ***2017 Individual Donors***

We appreciate the support we  
received from many individuals  
who donated from \$10 to  
over \$1,000 in 2016 that helped  
our nonprofit resolve conflicts  
and create more peaceful communities!



## Our Mission

Enhance relationships among community residents  
by providing voluntary mediation services.

Promote and educate the community served in  
alternative dispute resolution techniques which  
encourage peace and harmony in the community.

Supplement the community legal system by providing  
an alternative process for dispute resolution.

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### 2017 Board of Directors

Christine Carney, Chair

Bradley Kerschner, Vice-Chair

Rick Sells, Secretary

Darrell Jensen, Treasurer

Cathie Clausen, Director

Emily Douglas, Director

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### Our 2017 Staff

Carol Markham-Cousins, *Executive Director*

Kelli Gustafson, *Restorative Justice Specialist*

Lauren Thrift, *Project & Training Specialist*

**Please visit [www.mediationservice.org](http://www.mediationservice.org) for more information**

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## MEDIATION SERVICES

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763-422-8878

Mediation Services for Anoka County is a  
community-focused 501(c)(3) nonprofit organization.

We help people resolve conflicts.

*Contributions are very much appreciated and  
are tax deductible to the fullest extent allowed by the law.*