City of Blaine
City Council

June 1, 2026 | 7:00 PM
Blaine City Hall
10801 Town Square Drive NE
Blaine, MN 55449

AGENDA

1. **Call to Order by the Mayor**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Awards - Presentations - Organizational Business**
5. **Open Forum**

   Open Forum is an opportunity for the public to share comments, concerns, or input on other items. While Open Forum is not intended to provide responses or discussion during the meeting, city staff will contact the speaker(s) after the meeting if follow-up is needed. Each speaker is limited to three minutes, with a maximum of 15 minutes set aside for Open Forum.
6. **Communications**
7. **Approval of Consent Agenda:**

   All items listed under the "Consent Agenda" are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

   7.1. 2026-118 Schedule of Bills Paid
   Sponsors: Jason Zimmerman, Finance Director

   7.2. 2026-119 Approval of Minutes
   Sponsors: Cathy Sorensen, City Clerk

   7.3. 2026-120 Approve Carnival License for Amusement Attractions for the Blaine Festival
   Sponsors: Cathy Sorensen, City Clerk

   7.4. 2026-121 Approve the 2026-2027 Liquor License Renewals
   Sponsors: Cathy Sorensen, City Clerk

7.5. 2026-122 Approve the 2026-2027 Vending Truck License Renewals
Sponsors: Cathy Sorensen, City Clerk

7.6. 2026-123 Approve a Temporary On-Sale Intoxicating Liquor License for Sgt. John Rice VFW, 1374 109th Avenue NE
Sponsors: Cathy Sorensen, City Clerk

7.7. RES 26-102 Resolution to Approve a Temporary Road Closure of Davenport Street Between 105th Avenue and 109th Avenue on July 4 for the Annual Fireworks Display
Sponsors: Brian Podany, Safety Services Manager/Police Chief

7.8. RES 26-95 Resolution Granting Final Plat Approval to Subdivide .69 Acres into Two Lots, to be Known as JJ Graham Addition at 2808 93rd Lane NE and 2811 93rd Avenue NE. James and Robin Obraske (Case File No. 26-0028/ACK)
Sponsors: Sheila Sellman, Community Development Director

7.9. RES 26-97 Resolution Granting a Conditional Use Permit to Allow a 3,000 Square-Foot Attached Garage (Accessory Building) in a Farm Residential (FR) Zoning District at 11770 Lexington Avenue NE. Matt & Molly Gamble (Case File No. 26-0016/SLK)
Sponsors: Sheila Sellman, Community Development Director

7.10. RES 26-100 Resolution to Receive Petition and Order Public Hearing for a Vacation of a Portion of Wetland Boundaries Located at 11985 Lever Street NE, Lot 4, Block 1, Sunset Pond Second Addition, according to the recorded plat thereof, Anoka County, Minnesota; Vacation No. V26-04
Sponsors: Daniel Schluender, Director of Engineering

7.11. RES 26-108 Resolution to Declare Cost to be Assessed, Order Preparation and Call for Hearing on Proposed Assessment for 2025 Street Rehabilitation Project, Improvement Project No. T2505
Sponsors: Daniel Schluender, Director of Engineering

7.12. RES 26-87 Resolution for the Addition of Speed Humps on Quincy Boulevard Between Territorial Road and 109th Avenue as an Amendment to the 2026 Quincy Area Street Reconstruction Project, Improvement Project T2604.
Sponsors: Daniel Schluender, Director of Engineering

7.13. RES 26-112 Resolution to Receive Petition and Order Public Hearing for Vacation of a portion of the Ponding Drainage and Utility Easement as documented and recorded per Document No. 1979449.001, lying South of the North 105.00

feet of the Northwest Quarter of the Northwest Quarter of Section 21, Township 31, Range 23, Anoka County, Minnesota; Vacation No. V26-05

Sponsors: Daniel Schluender, Director of Engineering

8. 7:00 PM - Public Hearing and Items Published for a Certain Time

8.1. 2026-125 Public Hearing on Proposed Franchise Ordinances for Connexus Energy (Electric Energy), Northern States Power Company d/b/a Xcel Energy (Electric and Gas Energy)

Sponsors: Erik Thorvig, City Manager

9. Development Business

9.1. ORD 26-2606 First Reading

Ordinance Approving a Rezoning from Farm Residential (FR) to Development Flex (DF) at 3621 131st Avenue NE. Montean Meadows (Mark Montean) (Case File No. 26-0017/SLK)

Sponsors: Sheila Sellman, Community Development Director

9.2. RES 26-96 Resolution Granting a Conditional Use Permit Amendment to Expand an Existing Auto Repair Business into an Adjacent Tenant Space with Outside Storage of 6 Passenger Vehicles in a Light Industrial (I-1) Zoning District at 1550 91st Avenue NE, #306. Minnesota Performance (Case File No. 26-0015/ACK)

Sponsors: Sheila Sellman, Community Development Director

10. Administration

10.1. RES 26-107 Resolution Accepting Bids and Awarding a Contract to ODESA II in the Amount of $395,661.17 for the Jim Peterson Park Improvements Project, Improvement Project No. P2606 and Associated Budget Amendments and Intrafund Transfers

Sponsors: Jerome Krieger, Park and Recreation Director

10.2. ORD 26-2604 Second Reading

Ordinance Amending Chapter 22 Businesses Article VI. - Legalized Gambling Sec. 22-264(3) to Allow Up to Five Lawful Gambling Locations Per Organization

Sponsors: City Council

10.3. 26-124 Ratification of Local 340 (Police Sergeants) Labor Agreement for 2026-2028

Sponsors: Scott Johnson, Director of Administrative Services

11. Other Business

12. Adjournment

CITY OF BLAINE

SCHEDULE OF BILLS PAID
APPROVED ON 06/01/2026 FOR PAYMENTS THE WEEK OF 05/01/2026

Vendor Name	Description	Amount
AGING BUT DANGEROUS LLC	Honorarium for May 7th Presentation	$ 150.00
ALLEGRA PRINT & IMAGING	Victim Cards- Reimbursed by DV Grant	$ 286.34
ALLEGRA PRINT & IMAGING	BPD 2025 Annual Report printing services	$ 789.56
AMAZON CAPITAL SERVICES	PD Staff Award Plaques	$ 155.96
AMAZON CAPITAL SERVICES	Power Bank - City Clerk	$ 82.64
AMAZON CAPITAL SERVICES	CS - Knox box tools	$ 53.88
AMAZON CAPITAL SERVICES	PW Water Supplies: SIM Cards/Mouse/Tape	$ 585.66
AMAZON CAPITAL SERVICES	Administrative supplies/uniform shoes for the Chief	$ 117.52
AMAZON CAPITAL SERVICES	Keyboard & Riser	$ 48.98
AMAZON CAPITAL SERVICES	PW Shop Tools: Flashlights/holders	$ 398.55
AMAZON CAPITAL SERVICES	PW: fuel filter/sensor - Patcher 1221	$ 106.47
AMAZON CAPITAL SERVICES	Trailer break away cord for technology trailer	$ 9.99
ANIMAL HUMANE SOCIETY	Animal impound service - Q3 and Q4 2025	$ 3,349.00
ANIMAL HUMANE SOCIETY	Animal impound service - Q3 and Q4 2025	$ 1,160.00
ANOKA COUNTY LICENSE BUREAU	New Title Registration - PD Marked Unit #5364	$ 29.00
ANOKA COUNTY LICENSE BUREAU	Tab Renewal - PD #5222, 5262, 5339	$ 48.75
ANOKA COUNTY LICENSE BUREAU	New Title Registration - PD Marked Unit #5365	$ 29.00
ANOKA COUNTY TREASURY DEPARTMENT	2026 JLEC Shared Costs for PSDS	$ 141,529.00
ASPEN MILLS INC	Patrol Clothing and Uniforms	$ 58.20
ASPEN MILLS INC	Patrol Clothing and Uniforms	$ 1,709.32
ASPEN MILLS INC	Patrol Clothing and Uniforms	$ 224.99
ASPEN MILLS INC	Patrol Clothing and Uniforms	$ 471.70
ASPEN MILLS INC	Patrol Clothing and Uniforms	$ 633.25
ASPEN MILLS INC	Patrol Clothing and Uniforms	$ 209.95
ASPEN MILLS INC	Patrol Clothing and Uniforms	$ 10.00
ASPEN MILLS INC	Patrol Clothing and Uniforms	$ 134.95
ASPEN MILLS INC	Patrol Clothing and Uniforms	$ 165.90
ASPEN MILLS INC	Patrol Clothing and Uniforms	$ 240.20
ASPEN MILLS INC	Patrol Clothing and Uniforms	$ 149.85
ASPEN MILLS INC	Patrol Clothing and Uniforms	$ 99.99
ASPEN MILLS INC	Patrol Clothing and Uniforms	$ 6.50
ASPEN MILLS INC	Patrol Clothing and Uniforms	$ 200.85
ASPEN MILLS INC	Patrol Clothing and Uniforms	$ 254.74
ASPEN MILLS INC	Patrol Clothing and Uniforms	$ 80.90
AT&T MOBILITY	Wireless service for camera trailer, utility locator, etc.	$ 66.96
AUTOMATIC SYSTEMS COMPANY	Communication Alarm: WTP 2/Well 17	$ 263.75
BAUER BUILT INC	Tire Repair: Sweeper 1308	$ 117.65
BIOMETRIC SOLUTIONS LLC	Fingerprint scanner annual support and software costs	$ 495.00
BOERBOOM MARK	Flight reimbursement for GSMCON	$ 408.60
BOLTON & MENK INC	2025 Contract Final Bill :Risk Assessment Update; Water	$ 450.00
BOLTON & MENK INC	General Services for 2026: Water Dept	$ 975.00
BOLTON & MENK INC	Well 1 & 2 Model; Water	$ 320.00
BOLTON & MENK INC	AT&T Tower 3 Hamline Ave (2/28/26-3/27/26)	$ 630.00
BOLTON & MENK INC	Tower 2 Rehabilitation (AT&T & T-Mobile), I/P 24-21	$ 1,890.00
CARR'S TREE SERVICE INC	BBC : Tree Removal and Pruning	$ 4,995.00

CENTENNIAL SCHOOL DIST 12	Adult Basketball League facility and staffing	$	3,360.08
CENTURYLINK	Baseball Complex Telephone	$	132.30
CHET'S SHOES INC	New Hire: Safety Boots : Tanner Payne	$	680.20
CINTAS CORPORATION	MAYC Mats/Rugs	$	41.50
CINTAS CORPORATION	2026 Uniform/Rug Towel Rentals	$	526.55
CITY OF BLAINE	Petty Cash for Lakeside Commons Park Operations	$	400.00
COMCAST	Fiber Internet Service	$	1,360.00
CRYSTEEL TRUCK EQUIPMENT	Strobe Parts; Plow 1269	$	1,376.00
DLT SOLUTIONS LLC	AUTOCAD Software Annual Subscription Renewal	$	13,030.20
DONALDSON ANDREA	Reimbursement for gas during trip to St Cloud for Training	$	24.17
ECKBERG LAMMERS PC	March 2026 - Civil Legal Services	$	4,500.00
ECKBERG LAMMERS PC	March 2026 - Civil Legal Services	$	48,297.75
ECKBERG LAMMERS PC	March 2026 - Civil Legal Services	$	8,746.00
ECM PUBLISHERS INC	Advertisement: Tree Removal Bids/Forestry	$	176.00
ECM PUBLISHERS INC	Publish PHN for Vacation Easements, Vac. No. V26-01 (4/10/26)	$	82.50
EGAN OIL COMPANY	New operator on boiler	$	675.00
ESS BROTHERS & SONS INC	Aqua Seal Caulking guns: Storm	$	522.00
FACTORY MOTOR PARTS COMPANY	Brake Parts: PD Stock	$	171.12
FACTORY MOTOR PARTS COMPANY	Brake Parts: PD Stock	$	42.62
FERGUSON WATERWORKS #2518	Tools for Water Dept	$	2,403.00
FERGUSON WATERWORKS #2518	HTH Chemical for WTP 3	$	386.88
FERGUSON WATERWORKS #2518	Hydrant Wrenches: Water	$	388.02
FERGUSON WATERWORKS #2518	Landscape fabric: Parks	$	300.00
GOUGH JANE	Clothing and Uniforms - Team Apparel - 1 Jacket Jane	$	55.00
GRAINGER	Pressure gauge	$	128.08
GUARDIAN FLEET SAFETY LLC	5330 Core lighting system repair	$	250.00
HANSON SPORTS LLC	Winter/Spring Sports Camps	$	1,901.67
HEALTHSOURCE SOLUTIONS LLC	2026 Employee Wellness Plan Platform	$	855.60
HIPERLINE	2026 Capital - Lining Project Lifts Force Main Discharge manhole	$	38,807.40
HIRSHFIELD'S PAINT MFG INC	Field Lining Paint; Parks	$	4,581.50
HOSE PROS LLC	Hose Parts: Storm water	$	281.17
INDELCO PLASTICS CORPORATION	Chemical feed part; WTP 4	$	680.91
INSIGHT PUBLIC SECTOR INC	PD - new monitor for Administration	$	183.90
INSIGHT PUBLIC SECTOR INC	2026 replacement laptops	$	8,197.60
JOB GLORIA D	Cooking class for seniors	$	200.00
KATH FUEL OIL SERVICE COMPANY	Bulk Oil for Shop	$	4,013.29
MACQUEEN EQUIPMENT INC	Hose/Flange for Vactor: Storm	$	128.60
MACQUEEN EQUIPMENT INC	B/O Hose/Flange for Vactor: Storm	$	743.93
MC TOOL & SAFETY SALES	PW Safety Supplies - Gloves/Glasses/earplugs	$	1,088.01
MCDONALD RHONDA	2026 Spring/Summer Team Apparel	$	73.97
MENARDS - BLAINE	WTP #4 Chem Feed Parts	$	49.50
MENARDS - BLAINE	Green treated lumber; Parks	$	227.55
MENARDS - BLAINE	Handle Lock/valve; Patcher 1221	$	50.12
METRO SALES INCORPORATED	Copier Maintenance and Support	$	366.40
METRO SALES INCORPORATED	Copier Maintenance and Support	$	680.35
METRO SALES INCORPORATED	Copier Maintenance and Support	$	5,108.00
METROPOLITAN COUNCIL	Discharge Permit Fees - Vactor	$	500.00
METROPOLITAN COUNCIL	Discharge Permit Fees - WTP 1, 2, 3 & 4	$	550.00
METROPOLITAN COUNCIL	Discharge Permit Fees - WTP 1, 2, 3 & 4	$	550.00
METROPOLITAN COUNCIL	Discharge Permit Fees - WTP 1, 2, 3 & 4	$	550.00
METROPOLITAN COUNCIL	Discharge Permit Fees - WTP 1, 2, 3 & 4	$	550.00
MINNESOTA UI	Unemployment insurance bill Q1	$	6,979.72

MINUTE MAKER SECRETARIAL	Minute Maker Secretarial	$	484.50
MINUTE MAKER SECRETARIAL	2026 Planning Commission Minutes	$	178.00
NCPERS GROUP LIFE INS	NCPERS Group Life Insurance	$	992.00
NORTH COUNTRY CHEVROLET	2026 Chevrolet Tahoe patrol vehicle replacement	$	55,337.92
NORTH COUNTRY CHEVROLET	2026 Chevrolet Tahoe patrol vehicle replacement	$	55,337.92
NORTHERN SANITARY SUPPLY CO INC	CH liners	$	137.72
NORTHERN SANITARY SUPPLY CO INC	Toilet Tissue: Parks Dept	$	2,016.40
NUSS TRUCK & EQUIPMENT	Intake Boot/Headlight cover: Plow 1306	$	237.22
NUSS TRUCK & EQUIPMENT	Intake Boot/Headlight cover: Plow 1306	$	157.29
NUSS TRUCK & EQUIPMENT	Credit	$	(158.74)
NUSS TRUCK & EQUIPMENT	Insurance Claim	$	2,965.75
O'REILLY AUTOMOTIVE INC	Filters/Brake Parts: PW/PD Stock	$	60.05
O'REILLY AUTOMOTIVE INC	Filters/Brake Parts: PW/PD Stock	$	69.70
O'REILLY AUTOMOTIVE INC	Credit	$	(28.62)
O'REILLY AUTOMOTIVE INC	Filters/Brake Parts: PW/PD Stock	$	145.54
O'REILLY AUTOMOTIVE INC	Filters/Brake Parts: PW/PD Stock	$	25.44
O'REILLY AUTOMOTIVE INC	DEF Fluid/Stock - Seals/Trailer 2460	$	45.80
O'REILLY AUTOMOTIVE INC	DEF Fluid/Stock - Seals/Trailer 2460	$	82.68
PHASOR ELECTRIC COMPANY	Power Disconnect: Tower 3	$	135.00
PHASOR ELECTRIC COMPANY	Rewire Pump; Well 14	$	283.00
PRECISION LAND AND TREE CLEARING LLC	Woodchips - Park Trails	$	4,875.00
RYGG MYCHAL	Uber reimbursement for trans. to and from airport	$	111.60
SHERWIN-WILLIAMS COMPANY	Paint/Supplies; WTP 4	$	259.79
SHERWIN-WILLIAMS COMPANY	Paint/Supplies; WTP 4	$	75.57
SITECAL INC	Backflow Tester/Calibration; Water	$	210.95
T-MOBILE USA INC	Phone Dump 25169565	$	50.00
T-MOBILE USA INC	Phone Dump 25169565	$	165.00
TRANS UNION LLC	Employee Background Credit Report	$	18.61
TREVIPAY	Tree Loopers, Concrete Tools, Sprayer, Rakes	$	1,697.23
TREVIPAY	Tree Loopers, Concrete Tools, Sprayer, Rakes	$	145.01
TREVIPAY	Sprayer/Rake/Screen: Storm Water	$	142.49
TREVIPAY	Tree Loopers, Concrete Tools, Sprayer, Rakes	$	352.10
TREVIPAY	Tree Loopers, Concrete Tools, Sprayer, Rakes	$	230.51
TREVIPAY	Tree Loopers, Concrete Tools, Sprayer, Rakes	$	169.73
TREVIPAY	Sprayer/Rake/Screen: Storm Water	$	387.25
TREVIPAY	Tree Loopers, Concrete Tools, Sprayer, Rakes	$	145.01
TREVIPAY	Tree Loopers, Concrete Tools, Sprayer, Rakes	$	578.99
USA BLUEBOOK (#657220)	Storm Supplies: B/O 1" connection	$	1,527.55
USDA APHIS	Geese Control	$	6,036.93
WELLNESS THAT FITS LLC	Professional services	$	623.24
WSB & ASSOCIATES INC	Jim Peterson Park Improvements for Hockey rink and Warming House	$	4,711.00
WSB & ASSOCIATES INC	Jim Peterson Park Improvements for Hockey rink and Warming House	$	9,554.75
XCEL ENERGY	March 2026 Electric	$	21,495.99
		$	502,216.58

CITY OF BLAINE

SUBSET OF PAYMENTS BETWEEN $20,000 AND $50,000 FROM THE SCHEDULE OF BILLS PAID APPROVED ON 06/01/2026 FOR PAYMENTS THE WEEK OF 05/01/2026

Vendor Name	Description	Amount
HIPERLINE	2026 Capital - Lining Project Lifts Force Main Discharge manhole	$ 38,807.40
ECKBERG LAMMERS PC	March 2026 - Civil Legal Services	$ 48,297.75

CITY OF BLAINE

SCHEDULE OF BILLS PAID
APPROVED ON 06/01/2026 FOR PAYMENTS THE WEEK OF 05/11/2026

Vendor Name	Description	Amount
ALLEGRA PRINT & IMAGING	Brenteson/Smith business cards invoice 78244	$ 119.90
AMAZON CAPITAL SERVICES	General Supplies - Computer Mic	$ 16.14
AMAZON CAPITAL SERVICES	Cleaning kit - Hose Connectors: Vehicle 5295	$ 45.98
AMAZON CAPITAL SERVICES	Office Equip - Phone Case and iPad Keyboard Case	$ 119.98
AMAZON CAPITAL SERVICES	PW office: Compressed Air Duster	$ 26.80
AMAZON CAPITAL SERVICES	Office Supplies - Phone Log Book - Dan	$ 8.80
AMAZON CAPITAL SERVICES	Ignition Switch: Cart 2414	$ 14.99
AMAZON CAPITAL SERVICES	Cleaning kit - Hose Connectors: Vehicle 5295	$ 99.12
AMAZON CAPITAL SERVICES	Office Equip - Phone Case and iPad Keyboard Case	$ 127.98
BLAINE BROTHERS INC	DAVCO Filter Wrench : Shop Tools	$ 31.56
BLAINE BROTHERS INC	DAVCO Filter Wrench : Shop Tools	$ 31.56
BLAINE BROTHERS INC	Brakes: Trailer 2460	$ 469.72
CENTERPOINT ENERGY	April 2026 Gas Service	$ 8,028.19
CINTAS CORPORATION	MAYC Mats/Rugs	$ 38.42
CIVICPLUS, LLC	Civic Rec Management Software annual licensing fee	$ 6,603.48
ECM PUBLISHERS INC	Advertising & Public Notices	$ 341.00
ECM PUBLISHERS INC	Advertising & Public Notices	$ 38.50
ENVIRONMENTAL EQUIPMENT & SERVICES	Tube/Clamps: Sweeper 1308	$ 804.61
FACTORY MOTOR PARTS COMPANY	Batteries: PW Stock	$ 868.42
FACTORY MOTOR PARTS COMPANY	Terminal cleaner: PW stock	$ 34.08
FACTORY MOTOR PARTS COMPANY	Batteries: PW Stock	$ 895.11
FACTORY MOTOR PARTS COMPANY	Batteries: PW Stock	$ 70.62
FIREPLACE GUYS	Duplicate Permit - Refunded 80% B26-01325 Mech Permit	$ 60.00
FRIENDLY CHEVROLET INC	Battery Board; Truck 5272	$ 68.50
GRAINGER	PD repair shower - plumbing cartridge	$ 63.41
INNOVATIVE OFFICE SOLUTIONS	Paper	$ 459.90
JOHNSON LITHO GRAPHICS OF EAU CLAIRE LTD	May MAYCConnect Newsletter	$ 1,583.42
KALEMA RITA	Home Improvement Grant Reimbursement	$ 5,000.00
KATH FUEL OIL SERVICE COMPANY	Floor Soap Degreaser: Mech Shop	$ 447.00
KITTLESON BRONSON	Jury Duty Mileage Reimb 4-15-2026	$ 11.34
KUTAK ROCK LLP	105th Avenue Redevelopment Project	$ 6,696.90
KUTAK ROCK LLP	105th Avenue Redevelopment Project	$ 27,766.50
LAWSON PRODUCTS INC	Mechanic shop supplies; Cleaner/couplers/backup alarm	$ 980.99
LAWSON PRODUCTS INC	Mechanic Shop Supplies: Tarp Straps/Grinding Wheel	$ 31.00
LAWSON PRODUCTS INC	Mechanic Shop Supplies: Tarp Straps/Grinding Wheel	$ 377.20
LAWSON PRODUCTS INC	Mechanic Shop Supplies: Tarp Straps/Grinding Wheel	$ 54.80
LAWSON PRODUCTS INC	Mechanic Shop Supplies: Tarp Straps/Grinding Wheel	$ 31.74
MANAGED SERVICES INC	CH Enmotion, tp	$ 867.84
MANSFIELD OIL COMPANY	Fuel Delivery - April 2026	$ 19,078.13
MC TOOL & SAFETY SALES	Manhole hammer/Safety Glasses	$ 683.54
MENARDS - BLAINE	Hudson Sprayers: Streets	$ 81.90
MENARDS - BLAINE	Senior program - Popcorn	$ 32.94
METRO WATERSHED PARTNERS	2026 Membership Clean Water MN & Adopt-a-Drain	$ 4,400.00
MIDWAY FORD COMPANY	Rear buckle sensor reprogram: (4) Water trucks	$ 125.00
MIDWAY FORD COMPANY	Rear buckle sensor reprogram: (4) Water trucks	$ 125.00
MIDWAY FORD COMPANY	Rear buckle sensor reprogram: (4) Water trucks	$ 125.00
MIDWAY FORD COMPANY	Rear buckle sensor reprogram: (4) Water trucks	$ 125.00

MIDWAY FORD COMPANY	Brake Parts: Truck 1285	$	907.97
MINNESOTA EQUIPMENT - HAM LAKE	Batteries/Weed whip parts: Parks	$	3,059.90
MTI DISTRIBUTING INC	B/O Cushion Kit: Mower 2394	$	569.72
MTI DISTRIBUTING INC	Blade Kits/Rollers: PW Mowers	$	865.32
MTI DISTRIBUTING INC	Blade Kits/Rollers: PW Mowers	$	174.32
MTI DISTRIBUTING INC	Mower Parts: Filters/module Control/belts	$	805.04
MTI DISTRIBUTING INC	Mower Parts: Filters/module Control/belts	$	238.62
MTI DISTRIBUTING INC	Oil Pan/Skid/Filter; Mower 2407	$	1,099.64
NIEMANN STEVEN	Reimbursement - Irrigation Repair, I/P 25-06	$	286.00
NORTHERN HEATING & AIR CONDITIONING INC	Duplicate Permit - Refunded 80% B26-01170 Mech Permit	$	60.00
NORTHERN SANITARY SUPPLY CO INC	MAYC liners	$	307.24
NUSS TRUCK & EQUIPMENT	Air Filters: PW Stock	$	90.32
O'REILLY AUTOMOTIVE INC	Filters: PW Stock	$	148.14
O'REILLY AUTOMOTIVE INC	Filters; PW Stock	$	240.51
REPUBLIC SERVICES #894	Shredding for Recycling Saturday Events	$	1,068.40
SBM FIRE DEPARTMENT	2026 Capital Reimbursement - MiniPumper	$	298,178.00
SBM FIRE DEPARTMENT	2026 Fire Protection Services	$	242,611.00
SHERWIN-WILLIAMS COMPANY	Plant 4 Chem Room Paint	$	257.08
STERICYCLE INC	April 2026 shred invoice 8014092189	$	158.91
TRI-STATE BOBCAT INC	Hosy Assy: Toolcat 1326	$	235.70
TRI-STATE BOBCAT INC	Tooth Kit: Stump Grinder	$	2,006.04
TRI-STATE BOBCAT INC	Repair: Chipper	$	3,044.00
USA BLUEBOOK (#657220)	4" Flange Kit: Water	$	413.20
WHITE BEAR PLUMBING INC	Duplicate Permit - Refunded 80% B26-01061 Plumbing Permit	$	60.00
WSB & ASSOCIATES INC	Engineering Svcs TH65 Frontage Rd Utility Improvement, I/P 21-01	$	263.00
WSB & ASSOCIATES INC	2025 GIS Consulting Services	$	1,395.50
ZIEGLER INC	Fuel Filters: Stock	$	181.42
ZIEGLER INC	Filters; PW Stock	$	327.08
		$	647,164.08

CITY OF BLAINE

SUBSET OF PAYMENTS BETWEEN $20,000 AND $50,000 FROM THE SCHEDULE OF BILLS PAID APPROVED ON 06/01/2026 FOR PAYMENTS THE WEEK OF 05/11/2026

Vendor Name	Description	Amount
KUTAK ROCK LLP	105th Avenue Redevelopment Project	$ 27,766.50

CITY OF BLAINE

SCHEDULE OF BILLS PAID
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Vendor Name	Description	Amount
ABC SIGN & GRAPHIC INC	Wetland Buffer Signs: Storm	$ 355.00
ABC SIGN & GRAPHIC INC	Signage at LCP	$ 94.00
AIR MECHANICAL INC	Refund B26-01523 Mechanical Permit	$ 60.00
ALLEGRA PRINT & IMAGING	No Mow Park Signs; Parks	$ 764.34
ALLINA HEALTH SYSTEM	2026 2nd quarter First Responder Renewal	$ 1,000.00
AMAZON CAPITAL SERVICES	Detective shirts for warrants for higher visibility	$ 150.00
AMAZON CAPITAL SERVICES	(2) 12V Solenoids : Unit 2414 (Golf Cart)	$ 57.60
AMAZON CAPITAL SERVICES	Office Pens / Car Mount Charger	$ 71.71
AMAZON CAPITAL SERVICES	Water for City Council Meetings	$ 49.72
AMAZON CAPITAL SERVICES	Monitor cables: Sewer	$ 23.02
AMAZON CAPITAL SERVICES	Steno Pads	$ 37.94
AMAZON CAPITAL SERVICES	New cornhole bags for MAYC	$ 103.96
AMAZON CAPITAL SERVICES	Toner, mouse, paperclips, chair	$ 113.98
AMAZON CAPITAL SERVICES	Dry Erase Labels/ Cable Wire Rope	$ 231.48
AMAZON CAPITAL SERVICES	Detective shirts for warrants for higher visibility	$ 41.00
AMAZON CAPITAL SERVICES	Phone charger	$ 9.99
AMAZON CAPITAL SERVICES	Monitors: Sewer	$ 459.98
AMAZON CAPITAL SERVICES	PW Supplies: Tags/Workstation/Phone case/clip	$ 290.64
AMAZON CAPITAL SERVICES	Tights for Tea Party	$ 6.99
AMAZON CAPITAL SERVICES	Ergonomic Mouse	$ 24.99
AMAZON CAPITAL SERVICES	Phone cases/protectors/clips: PW Water	$ 531.29
AMAZON CAPITAL SERVICES	Detective shirts for warrants for higher visibility	$ 179.00
AMAZON CAPITAL SERVICES	Phone Jack End : Unit 5295 (PD)	$ 12.99
AMAZON CAPITAL SERVICES	Hitch Pins/Breakaway cables; PW Stock	$ 68.64
AMAZON CAPITAL SERVICES	Garden fabric roll	$ 55.99
AMAZON CAPITAL SERVICES	toner, mouse, paperclips, chair	$ 171.39
AMAZON CAPITAL SERVICES	2 Safety Vests - 6 Umbrellas	$ 105.68
ANOKA COUNTY	2026 County Recordings	$ 46.00
ANOKA COUNTY	2026 Mortgage Recordings	$ 46.00
ANOKA COUNTY	2026 County Recordings	$ 46.00
ANOKA COUNTY LICENSE BUREAU	New Title Registration - CSO Marked Unit #5366 & 5367	$ 58.00
ANOKA COUNTY TREASURY DEPARTMENT	Connect Anoka County Fiber	$ 1,500.00
ANOKA COUNTY TREASURY DEPARTMENT	Connect Anoka County Fiber	$ 1,500.00
ANOKA COUNTY TREASURY DEPARTMENT	Connect Anoka County Fiber	$ 1,500.00
ANOKA COUNTY TREASURY DEPARTMENT	Connect Anoka County Fiber	$ 1,500.00
ASCENTEK CORP	Disposal Fees : Antifreeze	$ 115.00
ASPEN MILLS INC	Reserves Clothing and Equipment - New Reserves	$ 616.50
ASPEN MILLS INC	Reserves Clothing and Equipment - New Reserves	$ 157.90
ASPEN MILLS INC	Reserves Clothing and Equipment - New Reserves	$ 236.85
ASPEN MILLS INC	Reserves Clothing and Equipment - New Reserves	$ 96.85
ASPEN MILLS INC	Reserves Clothing and Equipment - New Reserves	$ 214.85
ASPEN MILLS INC	Reserves Clothing and Equipment - New Reserves	$ 861.25

ASPEN MILLS INC	Reserves Clothing and Equipment - New Reserves	$	561.15
ASPEN MILLS INC	Reserves Clothing and Equipment - New Reserves	$	640.24
ASPEN MILLS INC	Patrol Clothing and Uniforms	$	849.59
ASPEN MILLS INC	Patrol Clothing and Uniforms	$	219.95
ASPEN MILLS INC	Patrol Clothing and Uniforms	$	216.90
ASPEN MILLS INC	Patrol Clothing and Uniforms	$	157.90
ASPEN MILLS INC	Patrol Clothing and Uniforms	$	186.64
ASPEN MILLS INC	Patrol Clothing and Uniforms	$	141.75
ASPEN MILLS INC	Patrol Clothing and Uniforms	$	232.10
AT&T MOBILITY	Telephone and Internet Service	$	280.11
AUTOMATIC SYSTEMS COMPANY	2026 Water Maintenance Agreement	$	6,678.75
BAKER TILLY ADVISORY GROUP LP	Arbitrage Compliance - Rebate and Yield Reduction Report	$	4,500.00
BARNUM COMPANIES INC	PD Monthly gate maintenance	$	325.00
BAUER BUILT INC	Tire mount ; Truck 1285	$	76.35
BAUER BUILT INC	Tire Replacement: Vehicle 1285	$	524.60
BAUER BUILT INC	Tire: Truck 1285	$	531.10
BCA-CHAU RECORDS	Liquor License Background Check Fee	$	64.00
BEAUDRY OIL & PROPANE	Propane for PW: 2026 Blanket	$	26.00
BKMC	Duplicate Permit - Refunded 80% B26-01374 Plumbing Permit	$	60.00
BLAINE AREA PET HOSPITAL PA	K9 Vinny - Neuter and additional vet services	$	552.62
BLAINE BROTHERS INC	DOT Inspection / Repairs: Truck 1201	$	7,076.04
BLAINE BROTHERS INC	Backup alarm: Hook Truck 4637	$	67.92
BLAINE LOCK & SAFE INC	Park Building Door Repair	$	230.00
BLAINE LOCK & SAFE INC	Door Repair Lakeside Commons Park	$	605.00
BOLSTAD JENNAH	Tuition Reimbursement	$	513.00
BOLTON & MENK INC	2025 Contract: General Water Services; Water Dept	$	195.00
BOLTON & MENK INC	2025 Contract: Emergency Response Plan Update; Water Dept	$	754.40
BOLTON & MENK INC	Contract (Amended): Well Inspections Services; Water	$	2,305.00
BOLTON & MENK INC	Design & Construction Services for I/P 24-04	$	585.00
BOLTON & MENK INC	Final Design & Construction Services, I/P 26-04 (T2604)	$	44,651.46
BOLTON & MENK INC	Lift Station 13 Force Main-Phase 2 Construction Svsc, I/P 23-30	$	6,034.00
BONA JOEL	CDL Reimbursement	$	19.00
CARR'S TREE SERVICE INC	Stump Removal/Restoration; Various locations	$	2,405.60
CENTER FOR ENERGY AND ENVIRONMENT	EDA Loan Program - February 2026	$	275.00
CENTER FOR ENERGY AND ENVIRONMENT	EDA Loan Program - March 2026	$	11,900.00
CENTRAL PRO SUPPLY	Spring Fertilizer for All Parks	$	23,730.00
CENTRAL PRO SUPPLY	Mid Summer Fertilizer; Park Complexes	$	5,464.55
CENTRAL PRO SUPPLY	Credit	$	(56.85)
CENTURYLINK	911 Service	$	80.52
CHET'S SHOES LLC	Boots: New employees B. Kreitz & J. Mihalko	$	1,501.10
CHURCHILL DAVID	Softball Umpire Fees	$	99.00
CINTAS CORPORATION	CH mats/rugs	$	210.55
CINTAS CORPORATION	2026 Uniform/Rug Towel Rentals	$	326.63
CINTAS CORPORATION	MAYC Mats/Rugs	$	38.42
CITY OF LEXINGTON	Jan-May 2026 Revised Sewer System Amount	$	20,511.00
COMCAST	PW Cable TV	$	21.04
COMCAST	Internet for Public Wi-Fi	$	312.89
COMPANION ANIMAL CENTER	Animal impound service - April	$	400.00
CONNEXUS ENERGY-UTILITY PAYMENTS	951 124th LN NE - Electric	$	6,132.43

CONNEXUS ENERGY-UTILITY PAYMENTS	10801 Town Square DR NE - Electric	$	8,448.92
CONZEMIUS PLUMBING & HEATING LLC	Contractor Requested Refund - B26-01191	$	60.00
CRYSTEEL TRUCK EQUIPMENT	B/O Strobe Lens; Plow 1269	$	254.00
CRYSTEEL TRUCK EQUIPMENT	Crane Cable; Crane 4505	$	448.61
CUB FOODS INC - THE VILLAGE	Officer swearing-in reception/retirement supplies	$	23.11
CUB FOODS INC - THE VILLAGE	Officer swearing-in reception/retirement supplies	$	139.42
DRESEL CONTRACTING INC	2024 Southwest Area Street Reconstruction, I/P 24-07	$	333,273.40
ECKBERG LAMMERS PC	2026 Prosecution Fees for entire year	$	24,086.31
ECM PUBLISHERS INC	Advertising & Public Notices	$	209.00
ECM PUBLISHERS INC	Publish PHN-Quincy Speed Humps, I/P 26-04 (4/17/26 & 4/24/26)	$	165.00
ECM PUBLISHERS INC	2026 Capital - Lift #12 New pumps/controls	$	154.00
ECM PUBLISHERS INC	Publish PHN for Vacation V26-02 (4/24/26)	$	93.50
ECM PUBLISHERS INC	Publish PHN for Vacation V26-03 (4/24/26)	$	88.00
EGAN COMPANY	CH Semi annual boiler service	$	2,903.50
EGAN COMPANY	New operator on boiler	$	675.00
FACTORY MOTOR PARTS COMPANY	Washer fluid: PW Stock	$	977.12
FACTORY MOTOR PARTS COMPANY	Batteries: PW Stock	$	1,674.59
FACTORY MOTOR PARTS COMPANY	Batteries: Unit 4653 (Truck)	$	367.92
FERGUSON ENTERPRISES LLC #3325	Hammer and Pliers	$	269.52
FERGUSON WATERWORKS #2518	Clamps for Main repairs: Water	$	909.76
FISERV	April 2026 FISERV Payment	$	171.20
FOGERTY ARENA INC	Winter Curling Classes	$	708.00
FRIENDLY CHEVROLET INC	Rear Evaporator/washer: Vehicle 5295	$	307.39
FRONTIER CONCRETE MASONRY INC	License Fee Refund - William Sivanich	$	72.10
FRONTIER PRECISION INC	Marking Paint, Lathe, Chrome Case Tape	$	526.86
GITTLEMAN CONSTRUCTION & MAINTENANCE CORP	2024 Capital; Water Altitude Valve Parts - Tower 1	$	9,283.97
GOPHER STATE ONE CALL INC	2026 Water & Sewer Locate Fees	$	2,047.95
GRAINGER	Gear Oil : Plant 4 Mixer	$	53.92
GUARDIAN FLEET SAFETY LLC	Repairs to 5336	$	1,976.16
HAWKINS INC	2026 Water Treatment Chemicals	$	9,200.40
HEALTHSOURCE SOLUTIONS LLC	2026 Employee Wellness Plan Platform	$	824.55
HOFFMAN BEN	Home Improvement Grant Reimbursement	$	848.00
HOFFMAN BROS SOD INC	Plow damage restoration: 9923 Washington	$	61.50
HOLIDAY COMPANIES	2026 Blanket; Car Washes - PD	$	950.00
HOLIDAY COMPANIES	2026 Blanket; Car Washes - Fire/Comm Stds	$	5.00
HYDRAULIC SPECIALTY INC	Grease Hose: Unit 1298 (Plow Truck)	$	58.54
IMPACT PROVEN SOLUTIONS	April 2026 Utility Billing Bill Print	$	5,597.66
INDELCO PLASTICS CORPORATION	Chemical supply parts; WTPs & Wells	$	514.38
INDELCO PLASTICS CORPORATION	Replace Load Cell for tank: WTP 3	$	3,394.71
INDELCO PLASTICS CORPORATION	Chem Feed Parts for Plant #14	$	108.10
KUTAK ROCK LLP	General TIF Matters, Professional Services	$	3,416.50
LAMETTRY'S COLLISION INC	Repairs to squad 5336	$	5,087.93
LANDSCAPE STRUCTURES INC	Playground Equipment for Jefferson Park	$	75,744.84
LANGUAGE LINE SERVICES INC	2026 Translation and Interpretation services for the year	$	717.08
LARSON LOGAN	Meal expense report for training in Duluth	$	102.18
LAWSON PRODUCTS INC	Regency Kit/ Safety Air Coupler	$	1,662.64
LAWSON PRODUCTS INC	Sewer Tools: Reamer & Drill bits	$	3,155.62
LAWSON PRODUCTS INC	Storm Supplies: Cut off disc/Cold chisels/thread Repair Kit	$	2,588.17
LEADS ONLINE	CellHawk Investigation User Licenses	$	5,760.00

LONG SHOT TRUCKING LLC	Hauling/disposing of Mulch/Woodchips	$	24,537.50
MANAGED SERVICES INC	CH Janitorial Services	$	4,948.00
MARSDEN CENTRAL LLC	PW - May janitorial services	$	2,652.69
MC TOOL & SAFETY SALES	PW Safety Supplies - Gloves	$	768.58
MC TOOL & SAFETY SALES	PPE Safety gear: New employee Brian Kreitz	$	413.59
MC TOOL & SAFETY SALES	PPE Safety gear: New employee Jake Mihalko	$	884.30
MED COMPASS	Annual Hearing Test - Police	$	1,650.00
MEDPRO WASTE DISPOSAL LLC	hazardous waste disposal Q1 invoice 1717229	$	69.75
MENARDS - BLAINE	Vacuum/cable clamp/ball valve: BBC Building	$	199.99
MENARDS - BLAINE	Vacuum/cable clamp/ball valve: BBC Building	$	39.04
MENARDS - BLAINE	Well & Plant 4 Supply Parts; Water	$	57.42
MENARDS - BLAINE	Well & Plant 4 Supply Parts; Water	$	62.88
MENARDS - BLAINE	Clear out Plugs/HWY 65: Sewer	$	481.04
MENARDS - BLAINE	Nylon rope, pails, magnets, wrench, hooks	$	198.77
MENARDS - BLAINE	Painting supplies/fence repair: Well 16/reservoir	$	48.45
MENARDS - BLAINE	Painting supplies/fence repair: Well 16/reservoir	$	22.06
MENARDS - BLAINE	Air filters, batteries, casters	$	120.13
MENARDS - BLAINE	Misc Supplies for Water Truck	$	141.29
METROPOLITAN COUNCIL	April SAC Report	$	127,927.80
METROPOLITAN LIFE INSURANCE COMPANY	MN Paid Leave	$	19,499.48
MID AMERICA METER LLC	Calibration/testing of WTP & Well meters	$	1,800.00
MID AMERICA METER LLC	Calibration/testing of WTP & Well meters	$	1,800.00
MIDWAY FORD COMPANY	Axle Seals: Truck 1285	$	90.14
MIDWAY FORD COMPANY	Brake Bracket/bolts: Truck 1285	$	175.23
MIDWAY FORD COMPANY	License Plate Bracket : Unit 5336 (SUV)	$	30.05
MINNEAPOLIS SAW COMPANY INC	Credit	$	(227.94)
MINNEAPOLIS SAW COMPANY INC	Chainsaw Chap, Chain Sharpening	$	164.99
MINNEAPOLIS SAW COMPANY INC	Forestry Supplies: chainsaw chains/pants; wrap/sling	$	1,737.91
MINNESOTA RECREATION AND PARK ASSOCIATION	Adult Softball Sanction Fees	$	850.00
MINNESOTA SECRETARY OF STATE - NOTARY	Hazel notary	$	120.00
MINUTE MAKER SECRETARIAL	Minute Maker Secretarial	$	688.00
MINUTE MAKER SECRETARIAL	2026 Park Board Meeting Minutes Fees	$	178.00
MN DEPT OF LABOR AND INDUSTRY	State Surcharge Fees Retained - April 2026	$	6,005.96
MPCA	Hazardous Waste Fee; Mechanic Shop	$	490.86
MTI DISTRIBUTING INC	Filters: PW Stock	$	233.40
NORTHERN SANITARY SUPPLY CO INC	MAYC hand soap	$	669.60
NUSS TRUCK & EQUIPMENT	Ignition Switch: Plow 1298	$	2,008.47
O'REILLY AUTOMOTIVE INC	Air Filters/brake parts; PW stock/PD 5316	$	229.20
O'REILLY AUTOMOTIVE INC	Air Filters/brake parts; PW stock/PD 5316	$	562.83
O'REILLY AUTOMOTIVE INC	Coil Pack: Truck 5280	$	62.84
O'REILLY AUTOMOTIVE INC	Filters: PW Stock	$	126.24
PHASOR ELECTRIC COMPANY	Well 11 replace sine wave filter	$	9,850.00
PHASOR ELECTRIC COMPANY	Repair Ground: Well 8	$	609.00
PRECISE MRM LLC	2026 PW GPS Management	$	1,640.00
PRO-TEC DESIGN INC	Door access: Lift 15 & 21	$	328.75
PRO-TEC DESIGN INC	Door access: Lift 15 & 21	$	327.25
PRO-TEC DESIGN INC	PW cameras offline	$	743.75
PRO-TEC DESIGN INC	Cold storage - SW camera offline	$	327.25
PRO-TEC DESIGN INC	Door Repair at Lakeside Commons Park	$	267.75

RADEL GWEN	Pickleball Instructor - Intro to Pickleball	$	96.00
RIDGEWAY & ASSOCIATES	PD Wellness Program Fees for 2026	$	1,980.00
ROWLAND MATTHEW	Police Forfeiture	$	5,000.00
SBM FIRE DEPARTMENT	2025 Capital Purchases	$	186,214.95
SCHLUENDER DANIEL	Reimbursement - 5/4/26 - 5/17/26	$	606.56
SKOGLUND KAYLA	Crime Scene Processing Training in Rosemount	$	339.79
SUBURBAN TIRE WHOLESALE INC	Tires: PW Stock	$	1,254.44
SUBURBAN TIRE WHOLESALE INC	Tires : Unit 2396 (Tractor)	$	798.00
SUBURBAN TIRE WHOLESALE INC	Tires: Units 3412 (P&R) & 5342 (PD)	$	1,389.92
SUN LIFE FINANCIAL	Long Term Disability Insurance	$	4,777.37
SUNDGAARD JOSHUA	Reimbursement for Expenses During USPIS Operation (reimbursable)	$	261.07
TEAMSTER JOINT COUNCIL 32	Police Dental Premiums	$	6,696.00
THE FERGUSON GROUP LLC	2026 Federal Lobbying Services (Approved by Motion 2025-266)	$	5,250.00
THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	Life Insurance	$	7,376.35
THE PARC	PD Wellness Program Fees for 2026	$	1,000.00
TREVIPAY	Loppers/Quad Drum: Storm Water	$	439.22
TREVIPAY	Pump Battery; Forestry	$	189.05
TREVIPAY	Loppers/Quad Drum: Storm Water	$	644.66
TREVIPAY	Pressure Washers: BBC/LAC	$	1,481.98
TRI-STATE BOBCAT INC	Harness/7 Pin: Grapple bucket 4454.5	$	483.01
TRI-STATE BOBCAT INC	Saw wet kits parts: Streets	$	97.23
TWIN CITIES TRANSPORT & RECOVERY INC	Tow for squad 5303	$	125.00
TWIN CITIES TRANSPORT & RECOVERY INC	Tow for squad 5288	$	125.00
TWIN CITIES TRANSPORT & RECOVERY INC	Tow for squad 5295	$	125.00
TWIN CITIES TRANSPORT & RECOVERY INC	Tow for squad 5331	$	125.00
TYLER TECHNOLOGIES INC	ExecuTime Annual Fee & Maintenance	$	14,648.58
USA BLUEBOOK (#657220)	Meter freeze plates: Water	$	56.97
VERTEX UNMANNED SOLUTIONS LLC	GPS Unit and Controller	$	8,820.00
VERTEX UNMANNED SOLUTIONS LLC	GPS Tripod/bag/pole: Water Dept	$	678.56
XCEL ENERGY	4125 109th Ave NE - Signal	$	60.13
XCEL ENERGY	10563 Packard St NE - Siren	$	10.34
ZAYO GROUP LLC	Telephone Service	$	1,595.62
ZIEGLER INC	Filters: PW Stock	$	372.28
ZIEGLER INC	3 Year Agreement: Transfer Switches	$	3,210.00
		$	1,149,885.37

CITY OF BLAINE

SUBSET OF PAYMENTS BETWEEN $20,000 AND $50,000 FROM THE SCHEDULE OF BILLS PAID APPROVED ON 06/01/2026 FOR PAYMENTS THE WEEK OF 05/15/2026

Vendor Name	Description	Amount
CITY OF LEXINGTON	Jan-May 2026 Revised Sewer System Amount	$ 20,511.00
CENTRAL PRO SUPPLY	Spring Fertilizer for All Parks	$ 23,730.00
ECKBERG LAMMERS PC	2026 Prosecution Fees for entire year	$ 24,086.31
LONG SHOT TRUCKING LLC	Hauling/disposing of Mulch/Woodchips	$ 24,537.50
BOLTON & MENK INC	Final Design & Construction Services, I/P 26-04 (T2604)	$ 44,651.46

City of Blaine
City Council Workshop

May 18, 2026 | 5:30 PM
Blaine City Hall
10801 Town Square Drive NE
Blaine, MN 55449

MINUTES

NOTICE OF WORKSHOP MEETING
In accordance with the provisions of Section 3.01 of the Blaine City Charter, a Council Workshop meeting is scheduled for the following purpose:

1. Call to Order

The meeting was called to order by Mayor Sanders at 5:34PM.

2. Roll Call

PRESENT: Mayor Tim Sanders, Councilmembers Terra Fleming, Chris Ford, Leslie Larson, Chris Massoglia, Tom Newland, and Jess Robertson.

ABSENT: None.

Quorum Present.

ALSO PRESENT: City Manager Erik Thorvig; Community Development Director Sheila Sellman; Safety Services Director/Police Chief Brian Podany; Finance Director Jason Zimmerman; Director of Administrative Services Scott Johnson; Director of Engineering Dan Schluender; Public Works Director Nick Fleishhacker; City Attorney Eric Larson; Communications Manager Ben Hayle; and City Clerk Catherine Sorensen.

3. New Business

3.1. 2026-270 Closed Session Pursuant to MN Statute 13D.03 Subd. (1)(b) - Labor Negotiations Update (10 Minutes)
Sponsors: Scott Johnson, Director of Administrative Services

After a motion and second, the council met in closed session pursuant to Minnesota Statute 13D.03 Subd. (1)(b) to receive a labor negotiations update.

3.2. 2026-272 Speed Humps on Quincy Blvd (30 Minutes)
Sponsors: Daniel Schluender, Director of Engineering

Director of Engineering Schluender stated at the project open house meeting held on December 16, 2025, staff received feedback from residents regarding traffic volume and speed concerns on Quincy Boulevard between Territorial Road and 109th Avenue. Residents requested speed humps be installed, as part of the upcoming reconstruction project, along this corridor to help reduce speeds. Staff informed the residents that they would need to petition for the installation of speed humps. Per the City of Blaine Neighborhood Traffic Management Program, any proposed traffic management strategy will not be considered for implementation without the support of 65% of the project neighborhood and 50% of any affected neighborhood. Staff worked with residents to prepare a petition for speed humps which included proposed locations for the speed humps along Quincy Boulevard and a map of affected properties that would be considered as eligible to sign the petition.

Mr. Schluender explained a petition was received with signatures from residents fronting Quincy Boulevard from Territorial Road to 109th Avenue and 105th Lane from Quincy Boulevard to east cul-de-sac. Petition signatures were provided from 76% of the project neighborhood homes fronting Quincy Boulevard (46 out of 60) and 69% of the affected neighborhood homes fronting 105th Lane (9 out of 13), meeting the requirements set forth in the City of Blaine Neighborhood Traffic Management Program. Staff has reviewed the petition and will adjust the exact locations of the speed humps as necessary to fit within the constraints present on the roadway such as storm sewer catch basins, sewer manholes and driveways. Per the City of Blaine Neighborhood Traffic Management Program, the cost for the installation of speed humps would be split between the project neighborhood (75% of the cost) and the City of Blaine (25% of the cost). A total of six speed humps are proposed along Quincy Boulevard between Territorial Road and 109th Avenue. Staff estimates a construction cost of $5,000 per speed hump, which would be assessed to residents fronting Quincy Boulevard as part of the 2026 Quincy Area Street Reconstruction project per the City of Blaine Neighborhood Traffic Management Program. Costs will be based on actual bid costs and may be higher than estimated. Staff is recommending construction costs associated with the installation of the speed humps be assessed to the benefiting properties on Quincy Boulevard over a period of one year following the completion of the project. A public hearing for the petition was held at the regular meeting on May 4, 2026. The council heard testimony from residents and elected to move this item to a workshop for further discussion. Since the May 4 meeting, the Blaine Police Department has been collecting data on vehicle speeds and will present this information at the workshop. Staff provided further traffic data to the council and requested direction on how to proceed.

Councilmember Massoglia stated the proposal has the residents covering 75% of the costs for the speed humps, with the city covering 25%. He asked if these percentages could be altered. Mr. Schluender reported the neighborhood traffic policy set the percentages for speed humps.

Councilmember Robertson thanked staff for the detailed presentation on this topic then ask how speed humps would impact public safety. Safety Services Director/Police Chief Podany discussed how the speed humps would increase response time.

Councilmember Robertson inquired if the speed humps would damage public works equipment. Public Works Director Fleischhacker stated the areas around the speed humps would be more icy in the winter months and more salt may have to be used along this roadway.

Councilmember Robertson asked how long the speed humps would last. Mr. Schluender reported the speed humps would last as long as the street, approximately 20 to 25 years.

Councilmember Newland thanked staff for the thorough presentation on the city's traffic management document then asked what needed to be done to add one additional speed hump along the corridor. Mr. Schluender explained he would recommend the six speed humps move forward because this was the request within the petition.

Councilmember Newland stated he supported the petition moving forward as presented that included speed humps in the street improvement project.

Councilmember Robertson requested signage be posted for the speed humps. Mr. Schluender confirmed signage would be posted.

Councilmember Larson inquired why there was more traffic on this roadway. Mr. Schluender indicated the traffic numbers have been pretty consistent along this roadway for the past 15 years. He noted there were 70 homes along this roadway and this corridor gets residents back out to Highway 65 or 109th Avenue.

Councilmember Larson questioned if these speed humps were installed would there be a potential for additional petitions to come forward. Mr. Schluender stated this may occur given how the city's gridded blocks were designed. He indicated the residents within a neighborhood would still have to go through the petition process in order to have speed humps installed.

Councilmember Robertson asked if there were unique elements that should be written into this approval that would assist future councils with not having to approve every single speed hump request. Mr. Schluender reported future councils would not be pressured to approve these requests, but rather, the will of the corridor would determine if future requests were brought forward.

Councilmember Ford stated he supported moving the speed humps forward.

Mayor Sanders questioned what the cost would be to remove the speed humps in the future if the neighbors were to change their minds. Mr. Schluender reported he did not have the exact cost, but noted the speed humps would have to be milled off and recommended that the residents on this street bear the cost of removal if the neighbors were to change their minds.

Councilmember Newland supported this recommendation and suggested this be a made a condition for approval. Mr. Schluender stated staff could include this language as a condition for approval for the speed humps.

Council consensus was to move forward on June 1 to accept the petition to include the

requested speed humps with a condition that before the next street reconstruction, if the property owners want the speed humps to be removed, that the cost would be borne by the property owners.

3.3. 2026-257 Pedestrian Bridge for 105th Redevelopment Project (25 Minutes)
Sponsors: Sheila Sellman, Community Development Director

Community Development Director Sellman stated as part of the 105th Redevelopment a pedestrian bridge is proposed over the new roundabout then reviewed the proposed rendering for the bridge. She said as proposed, the bridge would be a weathered steel bridge, which could be painted, but the weathered steel fits in with the design aspects of the district. The bridge will meet ADA requirements and will be permitted through MnDOT. She shared renderings of the bridge as proposed and a reference guide for other pedestrian bridge styles and requested direction from the council on how to proceed.

Councilmember Fleming supported the bridge having additional lighting.

Councilmember Newland questioned how much the pedestrian bridge would be used as he anticipated the majority of the pedestrian traffic would be crossing the roadway through the roundabout.

Councilmember Larson anticipated the pedestrian ramp would be used during sporting events.

Councilmember Massoglia suggested stairs be added to the pedestrian ramp.

Councilmember Robertson noted the public wanted to see a pedestrian ramp in this area and she believed it was important to connect the north and southbound campus. She inquired if police would still be needed during major sporting events if the pedestrian ramp was installed. Police Chief Podany stated this would depend if pedestrians could still cross the street through the roundabouts.

Councilmember Newland supported adding stairs to the pedestrian ramp even if this adds to the total cost.

Mayor Sanders indicated he would like to see the pedestrian ramp appear more grand with lights and signage in order to create an entrance into the 105th District.

Further discussion ensued regarding the color scheme that should be used for the bridge.

Councilmember Newland supported the pedestrian bridge having additional signage and lighting. Ms. Sellman indicated staff can explore these ideas, but noted this would increase costs. City Manager Thorvig reported the city could pursue a corporate sponsorship to assist with the lighting and signage on the pedestrian bridge.

Councilmember Ford asked who would own the bridge. Mr. Thorvig reported the city will own this bridge.

Councilmember Larson supported the bridge having lights, noting this may lead to more utilization. Councilmember Newland agreed.

Councilmember Robertson suggested the bridge be branded to align with the district and supported the bridge being monetized.

Council requested that staff research the costs to add stairways near the ramps, explore ways to enhance the bridge to create welcome-type signage to Blaine, explore the addition of lights for better visual/use of the bridge and to highlight certain events, and explore potential partnerships to assist with bridge enhancements.

3.4. 2026-274 Utility Franchise Fee Funding Utilization & Communication Outline (25 Minutes)

Sponsors: Jason Zimmerman, Finance Director

Finance Director Zimmerman stated since January 2025, five workshops have been held to explore diversifying revenue streams beyond property taxes, with a primary focus on implementing gas and electric utility franchise fees. These sessions examined the viability of these fees as a strategic alternative to tax increases, utilizing data modeling and revenue projections to evaluate their potential impact. The discussions also covered the status of existing franchise agreements and the proposed schedule for implementation and collection. Service providers establish distinct customer classifications to differentiate pricing across residential, commercial, and industrial sectors. While a uniform fixed charge could theoretically be applied to every user regardless of their category, most municipalities elect a tiered structure. This preference stems from the fact that consumption levels vary drastically between a single household and a massive industrial plant; consequently, a flat fee would fail to result in an equitable impact. By utilizing these tiered classifications, cities can more accurately align franchise fees with the specific infrastructure demands and usage volumes associated with each customer group. Conversations and modeling of these fees at prior workshops have also been careful to not disproportionately impact property owners compared to the alternative of incorporating such costs into a property tax levy. When revenue is generated through property taxes, the burden is tied strictly to assessed property value, which may not correlate with actual utility usage or the strain placed on public rights-of-way. By utilizing a franchise fee instead, the cost is shifted toward the actual users of the system, including tax-exempt entities and renters who utilize the infrastructure but might not pay city property taxes. To maintain equity, the tiered franchise fee structure is designed so that the total financial obligation for property owners remains comparable to what they would have paid under a traditional levy, preventing a scenario where homeowners subsidize the high-intensity infrastructure needs of large-scale industrial or commercial entities. Staff discussed other cities that were collecting franchise fees and provided further information on the amount of franchise fees being collected.

Councilmember Newland supported allotting collected franchise fees for future street improvement projects.

Councilmember Robertson indicated street improvement projects could be one use for the

franchise fees, along with other capital or park improvement projects. Mr. Thorvig stated staff was seeking direction on this matter in order to direct communication with the public.

Mayor Sanders spoke to how the use of franchise fees would assist the council with managing the levy going forward as the city would be using franchise fees for street improvement projects instead of needing to issue bonds.

Councilmember Newland recommended staff speak to how franchise fees would assist with reducing the levy.

Councilmember Ford explained he supported the language as written, but stated he was struggling with the fact the average taxpayer may not understand how franchise fees could positively impact the city's levy.

Councilmember Massoglia cautioned the city from stating the franchise fee would reduce the city's levy and recommended the city speak to how franchise fees would reduce the city's reliance on future debt.

Mayor Sanders recommended the street improvement project be right-sized for the dollars that are collected through franchise fees. Mr. Zimmerman agreed with this recommendation.

Mr. Thorvig reported staff was recommending a flat fee for the franchise fees which will assist the city with predicting the amount of revenues that are collected each year.

Council shared direction on the proposed communication plan for the franchise revenue with the intent to be broad regarding the revenue purpose but include examples such as the pavement management program or reduce the city's reliance on debt for public infrastructure such as parks and trails and focus on reducing future debt versus lowering tax levy.

3.5. 2026-252 Closed Session Pursuant to Minnesota Statute 13D.05, Subd. 3(a) City Manager 6-Month Check-In (Held after the Regular Meeting)
Sponsors: Scott Johnson, Director of Administrative Services

Mayor Sanders recessed the workshop at 7:01PM then reconvened the workshop at 7:45PM.

After a motion and second, the city council met in closed session pursuant to Minnesota Statute 13D. 05, Subd. 3(a) to complete a six month check in with the city manager.

4. Other Business

Communications Manager Hayle reported the Highway 65 groundbreaking event would be held on Wednesday, May 27 at 2PM.

5. Adjournment

The workshop adjourned at 8:30 PM.

City of Blaine
City Council

May 18, 2026 | 7:00 PM
Blaine City Hall
10801 Town Square Drive NE
Blaine, MN 55449

MINUTES

1. Call to Order by the Mayor

The meeting was called to order at 7:08PM by Mayor Sanders followed by the Pledge of Allegiance and the Roll Call.

2. Pledge of Allegiance

3. Roll Call

PRESENT: Mayor Tim Sanders, Councilmembers Terra Fleming, Chris Ford, Leslie Larson, Chris Massoglia, Tom Newland, and Jess Robertson.

ABSENT: None.

Quorum Present.

ALSO PRESENT: City Manager Erik Thorvig; Community Development Director Sheila Sellman; Safety Services Director/Police Chief Brian Podany; Detective Orrin Christensen; Finance Director Jason Zimmerman; Director of Administrative Services Scott Johnson; Director of Engineering Dan Schluender; City Attorney Eric Larson; Communications Manager Ben Hayle; and City Clerk Catherine Sorensen.

4. Awards - Presentations - Organizational Business

4.1. 2026-112 Special Olympics Champion Agency Award to the Blaine Police Department
Sponsors: Brian Podany, Safety Services Manager/Police Chief

Safety Services Manager/Police Chief Podany stated the Blaine Police Department and City of Blaine have a long history of working together with Special Olympics on various endeavors. This includes the Polar Plunge, the Torch Run, and Tip a Cop. He reported Detective Orin Christensen was the Special Olympics coordinator and has done an incredible job building our Special Olympics support, including not only getting the Anoka

County Polar Plunge moved to Blaine, but also making it one of the biggest most successful plunges in the entire state. He said this year Blaine is one of two locations in Minnesota to play host to the 2026 Special Olympics USA games. Chief Podany shared that the city was excited for this event as this will bring athletes and guests from across the United States to Blaine then said Special Olympics would be honoring the Blaine Police Department with the Champion Agency Award, a prestigious honor that recognizes outstanding law enforcement agencies for their exceptional dedication and impact on the Special Olympics movement.

Molly Egan, Director of Special Events for Special Olympics, thanked the Blaine Police Department for all of their efforts to support Special Olympics and presented the police department with the Special Olympics Champion Agency Award. A round of applause was offered by all in attendance.

Police Chief Podany thanked his staff members for their tremendous dedication and support for the Special Olympics.

4.2. 2026-114 Proclamation Honoring United States Navy Petty Officer Richard E. Childress
Sponsors: City Council

Mayor Sanders read a proclamation in full for the record honoring United States Navy Petty Officer Richard E. Childress, a 1985 Blaine High School graduate who lost his life on May 13, 1989, while serving aboard the USS America. He noted a special tribute to Petty Officer Childress will take place at the annual Memorial Day Ceremony on Monday, May 25, 2026, at 2PM at Veterans Memorial Park of Blaine and encouraged everyone to attend.

A moment of silence was held for Petty Officer Richard E. Childress then Mayor Sanders encouraged all residents of Blaine to attend the Memorial Day Ceremony.

4.3. 2026-113 National Public Works Week Proclamation
Sponsors: City Council

Mayor Sanders read a proclamation in full for the record declaring May 17 through May 23, 2026 as National Public Works Week in the city of Blaine. All residents are urged to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing the quality of life for all.

5. Open Forum

Open Forum is an opportunity for the public to share comments, concerns, or input on other items. While Open Forum is not intended to provide responses or discussion during the meeting, city staff will contact the speaker(s) after the meeting if follow-up is needed. Each speaker is limited to three minutes, with a maximum of 15 minutes set aside for Open Forum.

Mayor Sanders opened the Open Forum at 7:21PM.

Bruce Manthei, 4101 99th Avenue NE, shared continued concerns with the electrical box location at 99th Avenue/Lexington.

Jesse Messina, Upper Cut Tree Service, introduced himself to the council and referenced the upcoming item for the tree removal project.

There being no further input, Mayor Sanders closed the Open Forum at 7:26PM.

6. Communications

Councilmember Fleming congratulated Blaine's cross country and track teams for winning state.

Councilmember Ford discussed Blaine High School's upcoming Memorial Day ceremony where veterans will be honored for their service and sacrifice.

7. Approval of Consent Agenda:

All items listed under the "Consent Agenda" are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

Moved by Councilmember Newland, seconded by Councilmember Robertson, that the following items on the Consent Agenda be approved.

Councilmember Newland explained he would be abstaining from voting on Item 7.1 schedule of bills paid.

Motion adopted 6-0-1 (Councilmember Newland abstained).

7.1. 2026-115 Schedule of Bills Paid
Sponsors: Jason Zimmerman, Finance Director

7.2. 2026-116 Approval of Minutes
Sponsors:

7.3. RES 26-99 Resolution Opting the City of Blaine into the Ramsey County Economic Development Authority (EDA)
Sponsors: Ruth Tucker, Economic Development Specialist

7.4. RES 26-103 Resolution Accepting Tree Donations from Tree Trust
Sponsors: Kristofer Paulseth, City Forester

7.5. RES 26-104 Resolution to Approve the 2025 ReLeaf Grant
Sponsors: Kristofer Paulseth, City Forester

7.6. RES 26-92 Resolution Accepting a Bid from Upper Cut Tree Service in the Amount of $461,950.00 for the 2026 and 2027 Tree Removal Project and Authorizing Execution of an Agreement
Sponsors: Nick Fleischhacker, Public Works Director, Kristofer Paulseth, City Forester

7.7. RES 26-77 Resolution Granting Final Plat Approval to Subdivide a 3.61 Acre Parcel into Seven Single Family Lots to be Known as Elizabeth Marie Estates at 2791 93rd Avenue NE. Dan Hennum (Case File No. 26-0021/EES)
Sponsors: Sheila Sellman, Community Development Director

7.8. RES 26-85 Resolution Accepting a Grant from the Minnesota Pollution Control Agency and Approving Associated Budget Amendments
Sponsors: Sheila Sellman, Community Development Director

7.9. RES 26-86 Resolution Accepting a Grant from the Metropolitan Council – Livable Communities Program and Approving Associated Budget Amendments
Sponsors: Sheila Sellman, Community Development Director

7.10. RES 26-88 Resolution to Establish Temporary Work Zone Speed Limit on 105th Avenue from Davenport Street NE to Trunk Highway 65
Sponsors: Daniel Schluender, Director of Engineering

7.11. RES 26-93 Resolution to Approve Joint Powers Agreement No. GR00796 with Anoka County for the Reconstruction of CSAH 12 (109th Avenue NE) as part of the Trunk Highway 65 Interchange Project
Sponsors: Daniel Schluender, Director of Engineering

7.12. 2026-117 Motion to Authorize Mayor and City Manager to Enter into a Contract with GoodPointe Technology for Street Pavement Condition Index Surveys, Improvement Project No. T2607
Sponsors: Daniel Schluender, Director of Engineering

7.13. RES 26-105 Resolution Approving a Temporary Road Closure for the 2026 Blaine Sizzling Summer Kickoff

Sponsors: Jerome Krieger, Park and Recreation Director

7.14. RES 26-106 Resolution Approving Temporary Road Closures for the 2026 Blaine Festival and Parade

Sponsors: Jerome Krieger, Park and Recreation Director

8. 7:00 PM - Public Hearing and Items Published for a Certain Time

8.1. 2026-118 Motion to Approve On-Sale and Sunday Intoxicating Liquor Licenses for Stella's Blaine, 4365 Pheasant Ridge Drive NE, Suite 102

Sponsors: Cathy Sorensen, City Clerk

City Clerk Sorensen stated a public hearing is required prior to the approval of an on-sale and Sunday intoxicating liquor application for Stella's Blaine. Jose Rubio, applicant, has submitted the on-sale and Sunday intoxicating liquor application for Stella's Blaine. The applicant has paid the required license fees, submitted forms and documents, and the background investigation has been conducted by the Blaine Police Department with no concerns found. The on-sale and Sunday liquor licenses, if approved, would be valid until June 30, 2026, and run concurrent with annual liquor license renewals beginning July 1, 2027. All required information will be submitted to the state's alcohol and gambling enforcement division upon approval of the licenses by the council. The license is contingent upon Stella's Blaine meeting all City of Blaine requirements. Council is asked to approve the on-sale and Sunday intoxicating liquor licenses for Stella's Blaine to allow the ability to serve intoxicating liquor.

Mayor Sanders opened the public hearing at 7:30PM.

There being no public input, Mayor Sanders closed the public hearing at 7:30PM.

Moved by Councilmember Newland, seconded by Councilmember Robertson, to Approve On-Sale and Sunday Intoxicating Liquor Licenses for Stella's Blaine, 4365 Pheasant Ridge Drive NE, Suite 102.

Motion adopted unanimously.

8.2. RES 26-83 Conduct Public Hearing and Adopt a Resolution to Vacate the Drainage and Utility Easements within Lot 2, Block 1, Prime North Addition and Lot 2, Block 1, Glimcher Northtown Mall, Second Addition, according to the recorded plat thereof, Anoka County, Minnesota; Vacation No. V26-02

Sponsors: Daniel Schluender, Director of Engineering

Director of Engineering Schluender stated the city received a petition dated April 9, 2026, from Russel Taylor, representing Taylor Properties, requesting the vacation of drainage and utility easements, lying over, under, and across Lot 2, Block 1, Prime North Addition and Lot 1, Block 12, Glimcher Northtown Mall Second Addition; according to the recorded plat thereof, Anoka County, Minnesota. The property was originally platted as Glimcher Northtown Mall Second Addition The existing drainage and utility easements are no longer needed. Engineering staff has reviewed the request and agrees with the vacation.

Mayor Sanders opened the public hearing at 7:31PM.

There being no public input, Mayor Sanders closed the public hearing at 7:31PM.

Moved by Councilmember Newland, seconded by Councilmember Massoglia, to adopt a Resolution to Vacate the Drainage and Utility Easements within Lot 2, Block 1, Prime North Addition and Lot 2, Block 1, Glimcher Northtown Mall, Second Addition, according to the recorded plat thereof, Anoka County, Minnesota; Vacation No. V26-02.

Motion adopted unanimously.

8.3. RES 26-84 Conduct Public Hearing and Adopt a Resolution to Vacate the Drainage and Utility Easement as documented by Ordinance No. 95-1566, recorded as Document No. 1206692.0, which lies within Lot 2, Block 1, Prime North Addition, according to the recorded plat thereof, Anoka County, Minnesota; Vacation No. V26-03

Sponsors: Daniel Schluender, Director of Engineering

Mr. Schluender stated the city received a petition dated April 9, 2026, from Russel Taylor, representing Taylor Properties, requesting the vacation of the drainage and utility easements as documented by Ordinance No. 95-1566, recorded as Document No. 1206692.0, which lies within Lot 2, Block 1, Prime North Addition; according to the recorded plat thereof, Anoka County, Minnesota. The property was originally platted as Lot 2, Block 1, Prime North Addition. The existing drainage and utility easement is no longer needed. Engineering staff has reviewed the request and agrees with the vacation.

Mayor Sanders opened the public hearing at 7:33PM.

There being no public input, Mayor Sanders closed the public hearing at 7:33PM.

Moved by Councilmember Newland, seconded by Councilmember Massoglia, to Adopt a Resolution to Vacate the Drainage and Utility Easement as documented by Ordinance No. 95-1566, recorded as Document No. 1206692.0, which lies within Lot 2, Block 1, Prime North Addition, according to the recorded plat thereof, Anoka County, Minnesota; Vacation No. V26-03.

Motion adopted unanimously.

9. Development Business

None.

10. Administration

10.1. RES 26-101 Resolution Accepting a Bid from North Pine Aggregate, Inc. in the amount of $3,059,079.25 for the 2026 Quincy Area Street Reconstruction, Improvement Project No. T2604.

Sponsors: Daniel Schluender, Director of Engineering

Mr. Schluender stated the city council approved plans and specifications and ordered advertisement for bids for the 2026 Quincy Area Street Reconstructions project on March 3, 2026 with Resolution 26-55. Staff reviewed the streets within the project area. It was noted bids were received electronically at 2:00PM, May 7, 2026, for Project No. T2604. A total of six bids were received, ranging from $3,059,079.25 to $4,114,781.86. Bids have been checked and tabulated, and it has been determined that North Pine Aggregate, Inc. of Columbus, Minnesota is the lowest bidder. The engineering department has worked with North Pine Aggregate, Inc. on previous contracts. Staff recommends that the low bid be accepted, and a contract entered into with North Pine Aggregate, Inc. The funding sources for the street reconstruction portion of the project ($2,976,741.75) are the pavement management fund, public utility funds, and special assessments. The funding source for the Quincy Park parking lot portion of the project ($82,337.50) is the neighborhood park improvements fund (402). There are sufficient funds budgeted to cover these costs. City council is also asked to approve a 10% contingency to bring the total contract budget to $3,364,987.18.

Moved by Councilmember Newland, seconded by Councilmember Ford, to adopt a Resolution Accepting a Bid from North Pine Aggregate, Inc. in the amount of $3,059,079.25 for the 2026 Quincy Area Street Reconstruction, Improvement Project No. T2604.

Councilmember Newland asked if the proposed speed humps were included in the bid project. Mr. Schluender reported the speed humps were included in the project and could be removed if this was the direction of the city council.

Motion adopted unanimously.

10.2. ORD 26-2604 First Reading
Ordinance Amending Chapter 22 Businesses Article VI. - Legalized Gambling Sec. 22-264(3) to Allow Up to Five Lawful Gambling Locations Per Organization

Sponsors: City Council

Ms. Sorensen stated staff received a request from Blaine Youth Hockey that the council consider increasing the number of lawful gambling locations allowed per organization from four to five. The request was briefly discussed at the May 4 workshop and resulted in council

direction to bring forward a proposed code amendment for formal consideration. Part of council's discussion during the workshop also included the possibility of removing the waiver of operational requirements and allow only organizations that have and maintain their principal business or operations in the city for two years preceding the request while operating in the city. The proposed ordinance includes two alternatives for council consideration: one that retains the waiver for up to five locations and one removing the waiver. Council should be aware that if the waiver is removed, then organizations from the trade area would not be allowed as well, but language could be incorporated to limit organizations outside of Blaine to the trade area only. In the event the council supports removing the waiver, any currently-licensed organizations outside of Blaine would be allowed to continue operating as long as they meet the requirements. Council is asked to hold first reading of a proposed code amendment that would allow a lawful gambling organization to hold up to five premise permits.

Declared by Mayor Sanders that Ordinance No. 26-2604, "Ordinance Amending Chapter 22 Businesses Article VI. - Legalized Gambling Sec. 22-264(3) to Allow Up to Five Lawful Gambling Locations Per Organization," be introduced and placed on file for second reading at the June 1, 2026 Council meeting.

11. Other Business

None.

12. Adjournment

Moved by Councilmember Robertson, seconded by Councilmember Massoglia, to adjourn the meeting at 7:39PM and reconvene the workshop.

Motion adopted unanimously.

City of Blaine
Staff Report

File Number: 2026-120

Agenda Date	Status
June 1, 2026	
In Control	**File Type**
City Council	Motion

Approval of Consent Agenda: - Cathy Sorensen, City Clerk

Agenda Item # 7.3

Approve Carnival License for Amusement Attractions for the Blaine Festival

Executive Summary

Council is asked to approve a carnival license for the Blaine Festival celebration.

Background

William Purdy, Amusement Attractions, Inc., has submitted an application to hold a carnival at Aquatore Park from June 26 – June 28, 2026, for the Blaine Festival celebration. The applicant has submitted the $400 license fee, certificate of liability insurance naming the city as an additional insured, and all other application materials.

A background check has been completed by the Police Department with no concerns or complaints that would prohibit issuance of this license. An inspection will be completed by a fire inspector during the carnival set-up prior to release of this license.

Strategic Plan Relationship

This license relates to all aspects of the strategic plan by providing opportunities for the public to engage in community events.

Board/Commission Review

N/A

Financial Impact

License fees established by the city council to cover costs of license review and issuance.

Public Outreach/Input

N/A

Staff Recommendation

By motion, approve a carnival license for Amusement Attractions, Inc. at Aquatore Park for the Blaine Festival.

Attachment List

None

City of Blaine
Staff Report

File Number: 2026-121

Agenda Date	Status
June 1, 2026	
In Control	**File Type**
City Council	Motion

Approval of Consent Agenda: - Cathy Sorensen, City Clerk

Agenda Item # 7.4

Approve the 2026-2027 Liquor License Renewals

Executive Summary

Council is asked to approve the 2026-2027 liquor license renewals. These licenses will allow establishments to sell and serve alcoholic beverages.

Background

The attached list of businesses submitted applications to renew their existing liquor license(s). Each license is contingent upon completion of the background investigation and licensing fee requirements. Upon completion of all other code requirements, including liquor liability insurance, correction of any outstanding fire or building code violations, and payment of any delinquent taxes, assessments and utility charges, the 2026/2027 liquor licenses will be issued. Staff has confirmed there are no outstanding concerns regarding restaurant licensing with Anoka County Community Health and Environmental Services Department.

Strategic Plan Relationship

This item relates to the Growth Management strategic priority in the 2023-2026 strategic plan by providing additional opportunities for businesses to thrive while ensuring safe practices are employed.

Board/Commission Review

N/A

Financial Impact

Issuance of the license, including inspections, are included in the license fee adopted by city council.

Public Outreach/Input

No public notice is required for this license type.

Staff Recommendation

By motion, approve the 2026-2027 liquor license renewals as presented.

Attachment List

1. 2026-2027 License Renewals

Pending 2026/2027 Liquor License Renewals

On Sale Intoxicating and Sunday

Acapulco Mexican Restaurant
Applebee's Northtown Drive
Applebee's Pheasant Ridge Drive
Blainbrook Entertainment Center
Blazin Wings Inc. dba Buffalo Wild Wings
Bowlero
Bravos Tequilla Bar
Bricks Kitchen & Pub
Brook Hall
Chelas X
Chili's Grill & Bar
Clive's Roadhouse
El Norte Mexican Bar & Grill
Broadway Bar & Pizza
Fogerty Arena
Hajime Sushi
Hope Breakfast Bar
Misono Sushi Asian Bistro
National Youth Golf Course
Ole Piper Inn
Oliver's Blaine
On the Green
Pal Mar Mexican Restaurant
Pizza Pub Prime
Red Lobster
Stella's Blaine
Tavern Grill Restaurant & Bar
Thai Twist
The Ball Park
The Roadhouse
The Rusty Bumblebee
Tournament Players Club
Welcome Center
Wild Bill's Sports Saloon
Wild Hare Blaine LLC
X-Golf Blaine

Club/Tavern/Public Drinking

Sgt. John Rice VFW Post 6316

3.2% On Sale only

Gilberto's Mexican Taco Shop
bb.q Chicken
Carol's Restaurant
Chuck E. Cheese's
Hat Trick Cafe
Rocky's Asian Bistro
The Fun Lab Inc.
Smoke and Spice

3.2% On Sale & Wine

Gilberto's Mexican Taco Shop
bb.q Chicken
Carol's Restaurant
Chuck E. Cheese's
Hat Trick Cafe
Rocky's Asian Bistro
The Fun Lab Inc.
Smoke and Spice

Off Sale

Central Spirits
Cub Wine & Spirits
G-Will Liquors
MGM & Spirits
Naples Wine and Spirits
One Stop Liquors
Target Store T-1832
Top 10 Liquors

3.2% Off Sale

Cub Foods 12595 Central
Cub Foods 10881 University
Cub Foods 4205 Pheasant Ridge
Cub Foods 585 Northtown
Kwik Trip 206
Kwik Trip 896
Kwik Trip 925
Kwik Trip 1014
Kwik Trip 1022
Kwik Trip 1136
Speedway 4445
Speedway 4321
Speedway 4311
Speedway 7020
Walmart 5976

City of Blaine
Staff Report

File Number: 2026-122

Agenda Date	Status
June 1, 2026	
In Control	**File Type**
City Council	Motion

Approval of Consent Agenda: - Cathy Sorensen, City Clerk

Agenda Item # 7.5

Approve the 2026-2027 Vending Truck License Renewals

Executive Summary

By motion, approve vending truck license renewals.

Background

Giovanna Solis of Frozen Fiesta vending and Fasal Hasan of Blaine Anoka Ice Cream, submitted applications for a vending license. All required documents to renew have been received.

The Blaine Police Department has conducted a background investigation into the above applicants and found no concerns. Issuance of licenses is contingent upon meeting all requirements of the license. If approved, the licenses will be in effect until April 30, 2027.

Strategic Plan Relationship

This item relates to the growth of management strategic priority in the 2023-2026 strategic plan by providing additional opportunities for businesses to thrive while ensuring safe practices are employed.

Board/Commission Review

N/A

Financial Impact

Issuance of the licenses, including background investigations, are included in the license fee adopted by the city council.

Public Outreach/Input

No public notice is required for this license type.

Staff Recommendation

By motion, approve the vending truck license renewals for Frozen Fiesta and Blaine Anoka Ice Cream.

Attachment List

None

City of Blaine
Staff Report

File Number: 2026-123

Agenda Date	Status
June 1, 2026	
In Control	**File Type**
City Council	Motion

Approval of Consent Agenda: - Cathy Sorensen, City Clerk

Agenda Item # 7.6

Approve a Temporary On-Sale Intoxicating Liquor License for Sgt. John Rice VFW, 1374 109th Avenue NE

Executive Summary

Approve a Temporary On-Sale Intoxicating Liquor License for Sgt. John Rice VFW at 1374 109th Avenue NE for a 4th of July celebration.

Background

Sgt. John Rice VFW has submitted both a temporary on-sale intoxicating liquor license and special event application to hold a one-day July 4th celebration at the Blaine VFW on July 4, 2026, from 12PM until 8PM. The event will include music, outdoor grilling, and alcohol service, which requires approval of a temporary liquor license to serve alcohol outdoors. The applicant has submitted all required documents for the liquor license, including a certificate of liability insurance naming the city as additional insured for outdoor alcohol service. Approximately 150 people are expected to attend the event.

Strategic Plan Relationship

This action relates to all aspects of the strategic plan by providing opportunities for public events and gatherings.

Board/Commission Review

N/A

Financial Impact

License fees established by the council cover costs of license review and issuance.

Public Outreach/Input

N/A

Staff Recommendation

By motion, approve a temporary on-sale intoxicating liquor license for Sgt. John Rice VFW, 1374 109th Avenue NE for July 4, 2026.

Attachment List

None

City of Blaine
Staff Report

File Number: RES 26-102

Agenda Date	Status
June 1, 2026	
In Control	**File Type**
City Council	Resolution

Approval of Consent Agenda: - Brian Podany, Safety Services Manager/Police Chief

Agenda Item # 7.7

Resolution to Approve a Temporary Road Closure of Davenport Street Between 105th Avenue and 109th Avenue on July 4 for the Annual Fireworks Display

Executive Summary

Council is asked to approve a temporary road closure for vehicle and pedestrian safety of Davenport Street between 105th Avenue and 109th Avenue from 8PM to Midnight for the annual fireworks display.

Background

Joe Matzke, Sergeant of Administrative Services, has submitted a special event request for the 4th of July fireworks display to temporarily shut down Davenport Street NE from 105th Avenue NE to 109th Avenue NE, intermittently, between the hours of 8PM to midnight, in order to facilitate pedestrian and vehicular traffic safety during this event. Davenport Street would be shut down to vehicular traffic once the parking lots at the NSC along Davenport Street fill to capacity. This will prevent overcrowding of vehicle traffic in the area and allow emergency vehicles easier access to lots/areas along Davenport Street in case of an emergency during the event. It will also allow for pedestrian traffic to safely cross Davenport Street before, during, and after the event. Staff will work with Public Works to provide temporary barricades to facilitate the temporary closure.

Strategic Plan Relationship

This action relates to all aspects of the strategic plan by providing opportunities for public events and gatherings.

Board/Commission Review

None

Financial Impact

None

Public Outreach/Input

None

Staff Recommendation

By motion, adopt a resolution approving a temporary road closure for vehicle and pedestrian safety of Davenport Street between 105th Avenue and 109th Avenue from 8PM to midnight for the annual fireworks display.

Attachment List

None

City of Blaine

Signature Copy

Resolution: RES 26-102

Resolution to Approve a Temporary Road Closure of Davenport Street Between 105th Avenue and 109th Avenue on July 4 for the Annual Fireworks Display

WHEREAS, the 4th of July annual fireworks display is a large public event that has brought thousands of people to the City of Blaine each year; and

WHEREAS, staff has identified the need to work with event organizers to create a security plan for parking for the event; and

WHEREAS, the Blaine City Council is cognizant of providing regulation of vehicular traffic in a safe and responsible manner; and

WHEREAS, City Code requires a resolution authorizing temporary no parking restrictions; and

WHEREAS, the temporary no parking restrictions will not adversely affect traffic safety; and

WHEREAS, public safety is paramount for all involved, including attendees and residents.

NOW, THEREFORE, BE IT RESOLVED, that the Blaine City Council hereby authorizes Public Works to implement/conduct the following road closure for the annual 4th of July fireworks display on July, 4, 2026;

1. Temporary road closure is hereby authorized for vehicle and pedestrian safety for Davenport Street between 105th Avenue and 109th Avenue intermittently from 8PM to midnight on July 4, 2026.

PASSED by the City Council of the City of Blaine this 1st day of June, 2026.

City of Blaine
Staff Report

File Number: RES 26-95

Agenda Date	Status
June 1, 2026	
In Control	**File Type**
City Council	Resolution

Approval of Consent Agenda: - Sheila Sellman, Community Development Director

Agenda Item # 7.8

Resolution Granting Final Plat Approval to Subdivide .69 Acres into Two Lots, to be Known as JJ Graham Addition at 2808 93rd Lane NE and 2811 93rd Avenue NE. James and Robin Obraske (Case File No. 26-0028/ACK)

Executive Summary

Final plat request to subdivide .69 acres into two lots.

Background

Planning Commission Public Hearing	April 14, 2026
City Council (Preliminary Plat)	May 4, 2026
City Council (Final Plat)	June 1, 2026
Action Deadline	July 17, 2026

Staff report prepared by Alex Koberoski, Assistant Planner, and Teresa Barnes, Project Engineer.

The final plat is consistent with the approved preliminary plat, Resolution No. 26-72.

Evaluation of Request
Planning Analysis
Current Zoning
The property is currently zoned Single Family Residential (R-1), and this district is intended for single family units in developing areas of the city with access to sewer and water.

Surrounding Zoning and Uses
Surrounding properties are all zoned R-1 and consist of single family homes. The airport is located west of the property.

Land Use Designation
The property is guided Low Density Residential (LDR), which requires a minimum of 2.5 units per acre. The proposed plat has a net density of 2.89 units per acre.

Existing Conditions
The property is currently a vacant outlot with trees.

History
There are no previous approvals recorded for the property. When 93rd Avenue was originally constructed, a row of outlots were created. These outlots were expected to be platted and combined with properties to the south.

Plat

The applicant proposes to subdivide Outlot A into a platted lot and block, and to combine it with a portion of the adjacent southern parcel in order to meet the minimum R-1 lot size requirements, including the 125-foot depth and 10,000 square foot minimum area. The proposed subdivision meets all R-1 zoning standards. The resulting north lot will be approximately 15,161 square feet, and the south lot will be approximately 14,733 square feet. A site plan has been provided showing an approximate 50-by-50-foot building pad that meets all required R-1 setbacks.

Tree Preservation
The location and size of the 50-by-50-foot building pad indicates that up to six trees may be removed from the property. Of these, three qualify as “significant trees” under the City’s definition, which includes any healthy, living tree with a diameter of at least 8 inches measured at 4.5 feet above ground level.

Two significant trees are allowed to be removed from residential properties each year without requiring replacement. The proposed location and size of the building pad as shown on the preliminary plat would result in the replacement of one tree on the property. These plans are subject to change, and any tree removal will be reviewed as part of the building permit for conformance with tree preservation and replacement requirements as stated in Section 129-9. Park dedication is due for one residential unit. Park dedication will be charged at the rate in effect at the time of payment. The 2026 rate is $5,800 per unit for residential lots.

Engineering Analysis
Grading/Storm Drainage
The proposed plat will require some minor grading of the lot prior to house construction.

A Certificate of Survey will be required to be provided to obtain a building permit for the house construction. The Certificate of Survey shall include items including, but not limited to, elevation at all property corners, low floor elevation, low opening elevation, top of foundation elevation, adjacent grade elevations, grade 10-ft from the structure, garage floor elevations and proposed driveway location and slope.

As-built surveys shall be required to verify structure elevations, custom grading requirements, and final

lot grading elevations.

Utilities
The property was subject to a deferred utility assessment charge of $25,100.30 (2026 rate). As of April 1, 2026, this has been paid in full.

There are existing water and sanitary sewer service laterals stubbed to the front of the property; these will be required to be connected to.

Standard water and sanitary sewer access charges (WAC & SAC) become due with each building permit at the rate established at the time the building permit is issued.

Wetlands/Watershed/FEMA
There are no known wetland or flood plain areas on the property.

The property owner will need to submit the project to Rice Creek Watershed District (RCWD) to determine if a permit is required. Review, approval and permits are required prior to city plan approval and start of site work.

Access/Street Design/Sidewalks/Trails
The lot is within an existing residential area. The house will construct a standard driveway access that connects to the public street. No additional street design, sidewalk or trail installation will be required.

Easements/Right-of-way/Permits
The property owner will need to obtain all required permits to construct the proposed project. A copy of all permits will need to be submitted to the City prior to any site work.

Standard drainage and utility easements shall be dedicated along all lot lines and over areas of delineated wetlands, wetland mitigation, infiltration trenches, drainage swales, and storm water management ponds.

Strategic Plan Relationship

Not applicable.

Board/Commission Review

The Planning Commission voted unanimously to approve the preliminary plat. The Planning Commission does not review final plats.

Financial Impact

Not applicable.

Public Outreach/Input

Notifications are not required for final plats.

Staff Recommendation

By motion, adopt the resolution.

Attachment List

1. Zoning and Location Map
2. Final Plat

City of Blaine

Signature Copy
Resolution: RES 26-95

Resolution Granting Final Plat Approval to Subdivide .69 Acres into Two Lots, to be Known as JJ Graham Addition at 2808 93rd Lane NE and 2811 93rd Avenue NE. James and Robin Obraske (Case File No. 26-0028/ACK)

WHEREAS, an application has been filed by JAMES & ROBIN OBRASKE TRUSTEES and GRAHAM, JANICE M, Case File No. 26-0028 for a final plat known as JJ Graham Addition; and

WHEREAS, said case involves the division of land in Anoka County, Minnesota, described as follows:

PARCEL A:
Outlot A , ST. CLAIR PARK 2ND ADDITION, Anoka County MN

PARCEL B:
The West Half of all that part of the West Half of Lot 37, SPRING LAKE PARK WOODLAND, Anoka County, Minnesota, lying east of the west 130 feet of said West Half of Lot 37.

WHEREAS, the Blaine City Council granted preliminary plat approval on May 4, 2026, subject to the conditions as contained in Blaine City Council Resolution No. 26-72; and

WHEREAS, the final plat is in general conformance with the approved preliminary plat.

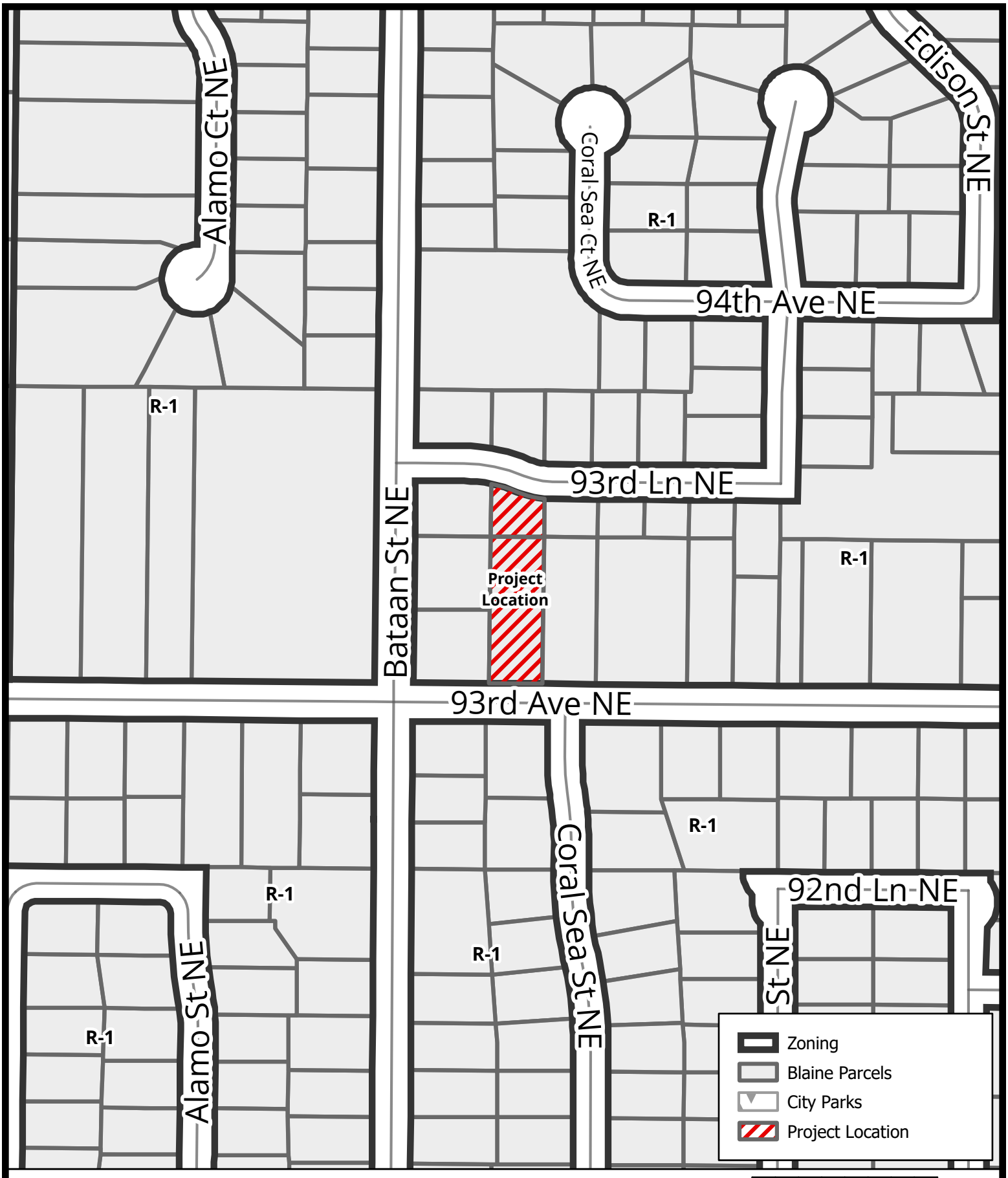
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine that final plat approval for JJ Graham Addition name per Section 74-47 of the subdivision regulations is hereby granted subject to the listed conditions.

NOW, THEREFORE, BE IT FURTHER RESOLVED The Mayor, City Clerk and City Manager are hereby authorized to execute any and all necessary documents, agreement and releases related to the approval, recording or administration of JJ Graham Addition.

1. The developer is responsible for recording plat mylars with Anoka County. Proof of recording must be provided prior to issuance of building permits.
2. Park dedication for one residential unit is required prior to release of final plat mylars, at the rate in effect at the time of payment.
3. Developer must meet the City's tree preservation requirements as outlined in Section 129-9.
4. The developer is responsible for recording the plat mylars with Anoka County. Proof of recording must be provided to the City prior to issuance of building permits.
5. Standard water and sanitary sewer access charges (WAC & SAC) become due with each building permit at the rate established at the time the building permit is issued.

6. The property owner will need to submit the project to Rice Creek Watershed District (RCWD) to determine if a permit is required. Review, approval and permits are required prior to city plan approval and start of site work.

PASSED by the City Council of the City of Blaine this 1st day of June, 2026.



Case File No. 26-0028
JJ Graham Addition

0 0.01 0.03 0.06 Miles

Scale: 1:2,552

Blaine Planning Department / 10801 Town Square Dr NE / Blaine, MN 55449 / (763) 785-6180

This map is for general reference only. It is not for legal, engineering, or surveying use.

BlaineMN.gov

PRELIMINARY COPY

LAST SAVED BY: BBYER on Friday, May 1, 2026 at 10:38:47 AM
LOCATION: C:\USERS\BBYER.EGRUD\DESKTOP\REMOTE JOBS\251121 OBRASKE
FILENAME: 251121-FINALPLAT.DWG
FILESIZE: 6.81MB

J J GRAHAM ADDITION

City of Blaine
County of Anoka
Sec. 27, T31, R23

KNOW ALL PERSONS BY THESE PRESENTS: That the James Obraske and Robin Obraske, Trustees of the Trust Agreement of James and Robin Obraske dated _____, owners of the following described property situated in the City of Blaine, County of Anoka, State of Minnesota:

Outlot A, ST. CLAIR PARK 2ND ADDITION.

and John H. Graham and Janice M. Graham, husband and wife, owners of the following described property:

The West one-half (W1/2) of all that part of the West one-half (W1/2) of Lot Thirty-seven (37), Spring Lake Park Woodland, Anoka County, Minnesota lying East of the West one hundred thirty (130) feet of said West one-half (W1/2) of Lot Thirty-seven (37), according to the plat thereof on file in the office of the Registrar of Titles in and for said County of Anoka State of Minnesota.

Have caused the same to be surveyed and platted as JJ GRAHAM ADDITION and do hereby dedicate to the public for public use the drainage and utility easements as shown by this plat.

In witness whereof James Obraske and Robin Obraske, Trustees of the Trust Agreement of James and Robin Obraske, have hereunto set their hands this _____ day of _____, 20____.

_____ _____
James Obraske, Trustee of the Trust Agreement of James and Robin Obraske dated _____
Robin Obraske, Trustee of the Trust Agreement of James and Robin Obraske dated _____

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ , 20___ by James Obraske and Robin Obraske, Trustees of the Trust Agreement of James and Robin Obraske dated _____.

_____
_____
Notary Public, _____ County, Minnesota
My Commission Expires _____

In witness whereof John H. Graham and Janice M. Graham, husband and wife, have hereunto set their hands this _____ day of _____, 20____.

_____ _____
John H. Graham
Janice M. Graham

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ , 20___ by John H. Graham and Janice M. Graham, husband and wife.

_____
_____
Notary Public, _____ County, Minnesota
My Commission Expires _____

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

Dated this ____ day of _____ , 20___.

_____
Jason E. Rud, Licensed Land Surveyor
Minnesota License No. 41578

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ , 20___ by Jason E. Rud, a Licensed Land Surveyor, Minnesota License No. 41578.

_____
_____
Notary Public, _____ County, Minnesota
My Commission Expires _____

City Council, City of Blaine, Minnesota

This plat of JJ GRAHAM ADDITION was approved and accepted by the City Council of the City of Blaine, Minnesota at a regular meeting thereof held the ____ day of _____ , 20___, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Blaine, Minnesota

By _____ Mayor

By _____ Clerk

County Surveyor

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

_____
David M. Zieglmeier
Anoka County Surveyor

County Auditor/Treasurer

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

_____
Property Tax Administrator

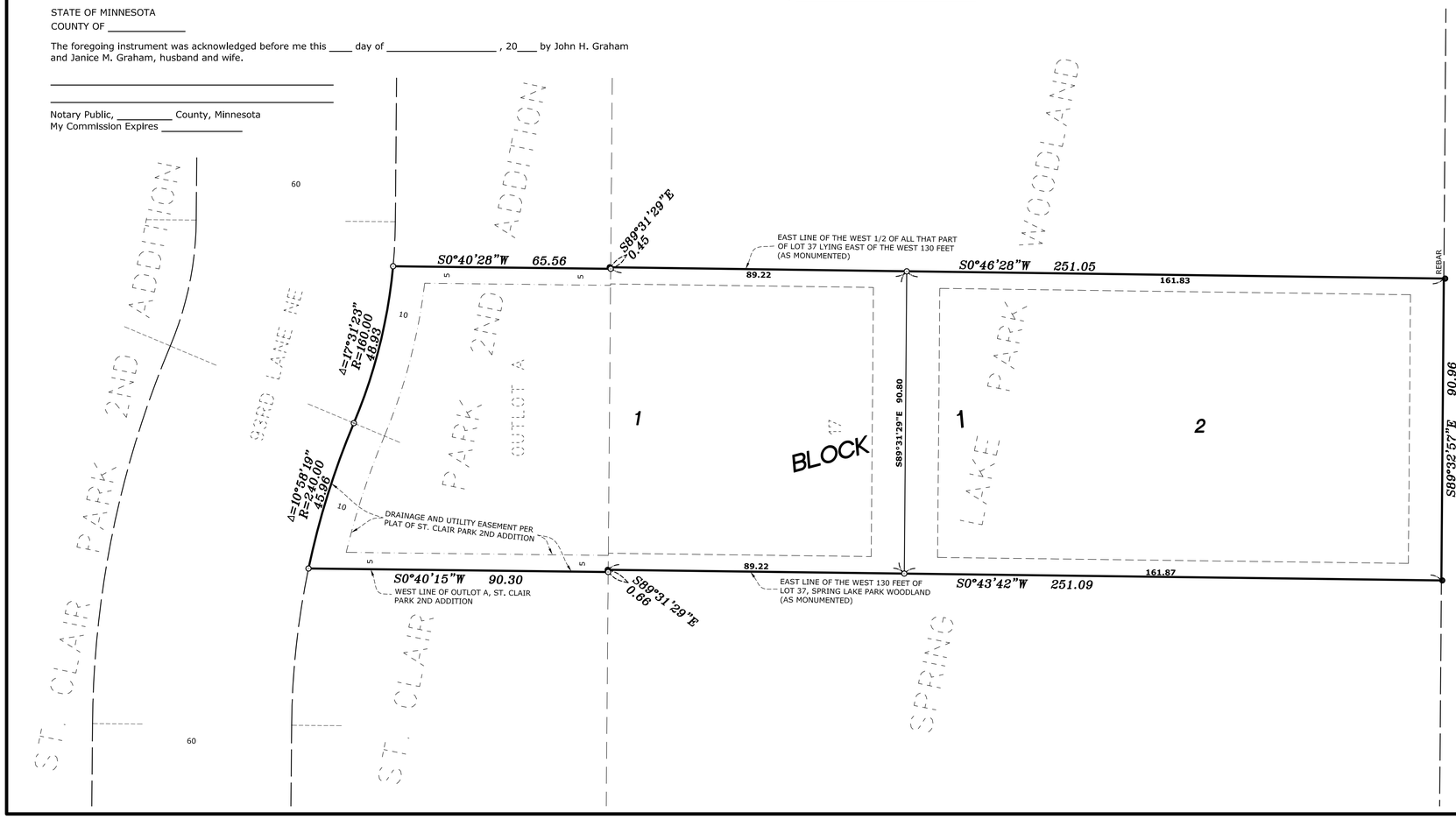
By _____, Deputy

County Recorder/Registrar of Titles
County of Anoka, State of Minnesota

I hereby certify that this plat of JJ GRAHAM ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on this ____ day of _____ , 20___, at ___ o'clock __.M. and was duly recorded as Document Number _____.

_____
County Recorder/Registrar of Titles

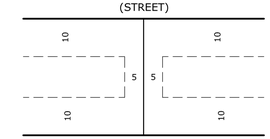
By _____, Deputy



FOR THE PURPOSES OF THIS PLAT THE WEST LINE OF OUTLOT A, ST. CLAIR PARK 2ND ADDITION IS ASSUMED TO HAVE A BEARING OF SOUTH 00 DEGREES 40 MINUTE 15 SECONDS WEST.

- ● DENOTES 1/2 INCH IRON PIPE FOUND, UNLESS OTHERWISE NOTED
- ○ DENOTES 1/2 INCH BY 14 INCH IRON PIPE MARKED BY RLS NO. 41578

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 10 FEET IN WIDTH AND ADJOINING PUBLIC WAYS AND REAR LOT LINES AND BEING 5 FEET IN WIDTH AND ADJOINING ALL OTHER LOT LINES, UNLESS OTHERWISE INDICATED ON THIS PLAT.

NORTH

GRAPHIC SCALE

20 0 10 20 40 80

(SCALE IN FEET)

E. G. RUD & SONS, INC.
EST. 1977
Professional Land Surveyors

City of Blaine
Staff Report

File Number: RES 26-97

Agenda Date	Status
June 1, 2026	
In Control	**File Type**
City Council	Resolution

Approval of Consent Agenda: - Sheila Sellman, Community Development Director

Agenda Item # 7.9

Resolution Granting a Conditional Use Permit to Allow a 3,000 Square-Foot Attached Garage (Accessory Building) in a Farm Residential (FR) Zoning District at 11770 Lexington Avenue NE. Matt & Molly Gamble (Case File No. 26-0016/SLK)

Executive Summary

The applicant is requesting a conditional use permit to allow a 3,000 square-foot attached garage in the Farm Residential (FR) zoning district.

Background

Planning Commission Public Hearing	May 12, 2026
City Council (Conditional Use Permit)	June 1, 2026
Action Deadline	June 14, 2026

Staff report prepared by Shawn Kaye, Planner and Teresa Barnes, Project Engineer

Executive Summary

Zoning

The property is zoned Farm Residential (FR) and has a Low Density Residential (LDR) land use designation.

Surrounding Zoning and Uses

The adjacent property to the north is zoned FR and has a single-family home. The property to the south is zoned R-1 and is the location of Bridgewood Community Church. The property to the west is zoned Residential Flex (RF) and is owned by the City of Blaine (wetlands).

Existing Conditions

The property is currently vacant.

History
There are no previous approvals on this parcel.

Evaluation of Request
Site Plan
The applicant is proposing to construct an attached 3,000 square foot garage with the construction of their new home. The proposed garage will be used for indoor storage of equipment required for their children's athletic activities and personal storage. The garage will meet all setbacks and standards for this zoning district. The submitted building elevations show a garage door on the rear elevation. This space, if finished as accessory building space, will count towards the total of 3,000 square feet.

In the FR zone, total accessory structure building space is limited to 1,200 square feet or 3,000 square feet with a conditional use permit.

Architecture
The proposed garage must match architecturally with the home. The submitted plans indicate the garage will be compatible with the proposed construction of the new home.

Tree Preservation
The applicant will need to meet tree preservation requirements with the construction of the home.

Grading/Storm Drainage
The property owner will be required to submit a complete Certificate of Survey that shows the location of the proposed structure(s), the associated well and septic system and the driveway with required grading to ensure maintenance of storm water drainage prior to discharge into the adjacent wetland area.

As-built surveys, a foundation as-built and a final grading as-built, shall be required to verify structure elevations, custom grading requirements, and final lot grading elevations.

Utilities
The proposed structure(s) will be served via a new well and septic system; approval of both the well and septic system will be required to be obtained through a permit from the Building Department.

Wetlands/Watershed
An application has been made to the Rice Creek Watershed District and the property owner will continue to work with the district to meet any and all requirements.

The property has several large wetland areas that the property owner understands cannot be disturbed. The proposed driveway will pass by the end/edge of one area; grading will be completed to ensure that storm water runoff passes through vegetated areas prior to discharge into the wetland area.

Access/Street Design/Sidewalks/Trails
Access to the property will occur from Lexington Avenue. The property owner has received written approval from Anoka County to construct the new driveway at the location of an existing old driveway.

No additional street design, sidewalks or trails are required.

Easements/Right-of-way/Permits
The property owner will need to obtain all required permits to construct the proposed project. A copy of all permits will need to be submitted to the City prior to any site work.

Conditional Use Permit
A city exercises “quasi-judicial” authority when considering a CUP application. This means the city’s role is limited to applying the standards in the ordinance to the facts presented by the application. The city acts like a judge in evaluating the facts against the standards.

Section 101.04 Criteria for granting conditional use permits:
The Blaine City Council shall consider the advice and recommendations of the Planning Commission and the effect of the proposed use on the comprehensive plan and upon the health, safety, and general welfare of occupants of surrounding lands. Among other things, the Council shall consider the following findings where applicable. (Ord. No. 20-2447, 7-20-2020)

1. The use shall not create an excessive burden on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area.
    - The construction of a 3,000 sf attached garage will not create an excessive burden on existing parks, schools, or streets.
2. The use will be located, designed, maintained, and operated to be compatible with adjoining properties and the existing or intended character of the zoning district.
    - The proposed home and attached garage will be located approximately 500 feet from Lexington Avenue, and will be consistent with other properties in the area that have larger accessory structures. The attached garage will be compatible with adjacent properties.
3. The use shall have an appearance that will not have an adverse effect upon adjacent properties.
    - The attached garage will be constructed to match the proposed home, and therefore will not have an adverse effect upon adjacent properties.
4. The use, in the opinion of the City Council, shall be reasonably related to the overall needs of the City and to the existing land use.
5. The use shall be consistent with the purposes of the zoning code and purposes of the zoning district in which the applicant intends to locate the proposed use.
    - The FR district is intended to preserve natural and agricultural uses and promotes orderly development in areas of the City where urban services are not presently available. The larger accessory building use is consistent with other FR properties. Therefore, the use is consistent with the zoning code.
6. The use shall not be in conflict with the comprehensive plan of the City.
    - The use is not in conflict with the LDR designation in the Comprehensive Plan.
7. The use will not cause traffic hazards or congestion.
    - The proposed use will not generate any additional traffic hazard or congestion.
8. The use shall have adequate utilities, access roads, drainage and necessary facilities.
    - The existing structure is served with the required utility services, adequate roadway infrastructure and necessary drainage facilities to service the proposed uses.

Attachment List:
Zoning and Location Map
Site Survey
Floor Plan
Building Elevations
Narrative
Unapproved Planning Commission Minutes

Strategic Plan Relationship

Not applicable.

Board/Commission Review

The Planning Commission voted unanimously to approve the conditional use permit.
No one spoke at the public hearing. The meeting minutes are attached for reference.

Financial Impact

Not applicable.

Public Outreach/Input

Notices of a public hearing were:

1. Mailed to property owners within 350 feet of the property boundaries.
2. Published in Blaine/Spring Lake Park/Columbia Heights/Fridley Life.
3. Posted on the City website.

Staff Recommendation

By motion, adopt the resolution.

Attachment List

1. Attachments
2. Unapproved Planning Commission Minutes

City of Blaine

Signature Copy

Resolution: RES 26-97

Resolution Granting a Conditional Use Permit to Allow a 3,000 Square-Foot Attached Garage (Accessory Building) in a Farm Residential (FR) Zoning District at 11770 Lexington Avenue NE. Matt & Molly Gamble (Case File No. 26-0016/SLK)

WHEREAS, an application has been filed by Matt & Molly Gamble as Conditional Use Permit Case File No. 26-0016; and

WHEREAS, said case involves the property described as follows:

S 710 FT OF SE1/4 OF SE 1/4 OF SEC 11 TWP 31 RGE 23; EX RD; SUBJ TO EASE OF REC

WHEREAS, the Blaine Planning Commission held a public hearing on May 12, 2026, and recommended approval regarding said Conditional Use Permit; and

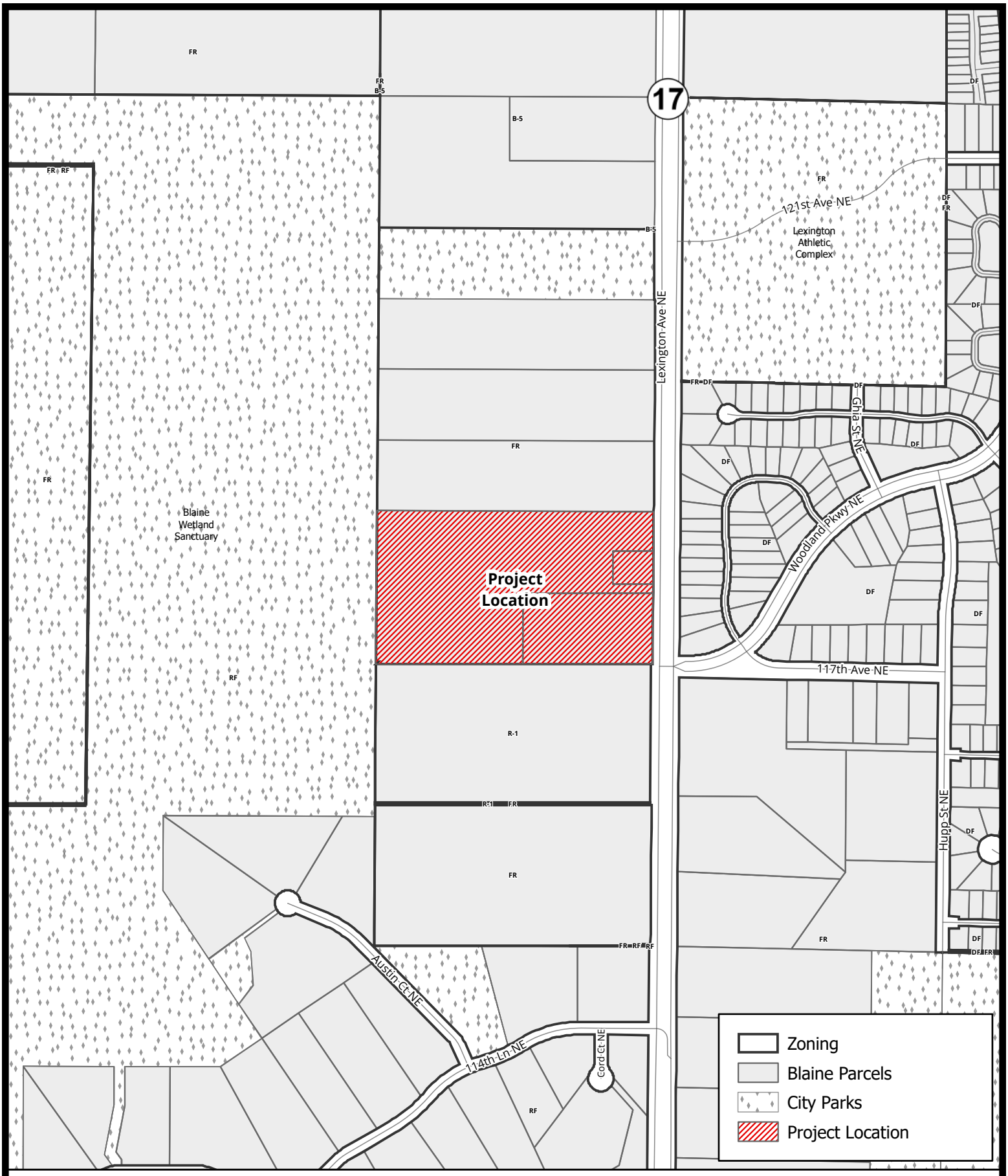
WHEREAS, the Blaine City Council has reviewed said case on June 1, 2026; and

WHEREAS, the criteria identified in Section 101-4 for granting a conditional use permit has been met.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine that a conditional use permit is hereby approved per Sections 101.4 and 109.53 (11) of the zoning ordinance to allow 3,000 square feet of attached garage/accessory building space in the Farm Residential (FR) zoning district with the following conditions:

1. The proposed attached garage shall match the home in terms of architectural style, exterior color and materials.
2. The attached garage be used for personal storage only.
3. The attached garage (total accessory building space) is limited to 3,000 square feet.
4. As-built surveys, a foundation as-built and a final grading as-built, shall be required to verify structure elevations, custom grading requirements, and final lot grading elevations.

PASSED by the City Council of the City of Blaine this 1st day of June, 2026.



Case File No. 26-0016
Matt & Molly Gamble

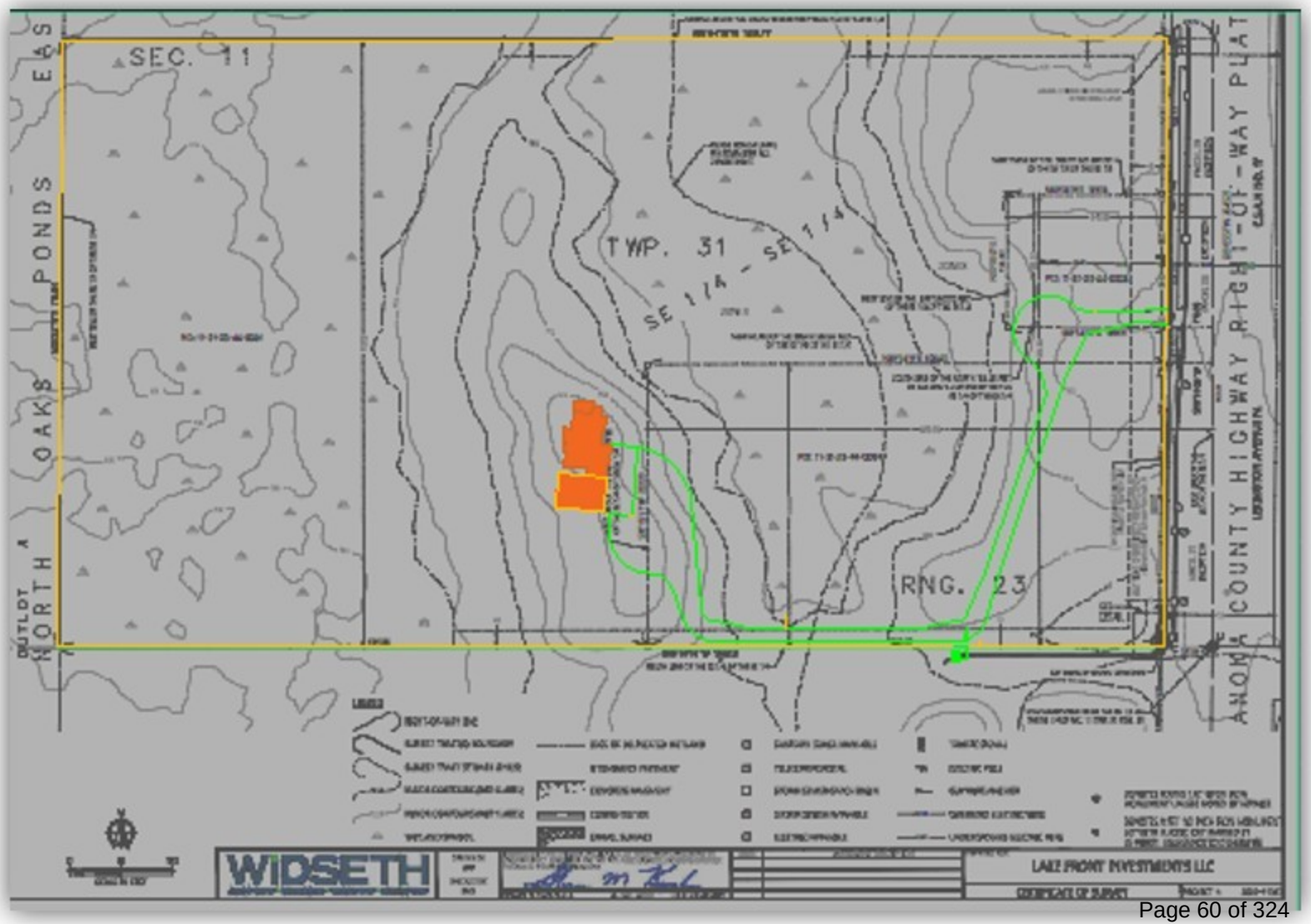
0 0.04 0.08 0.16 Miles

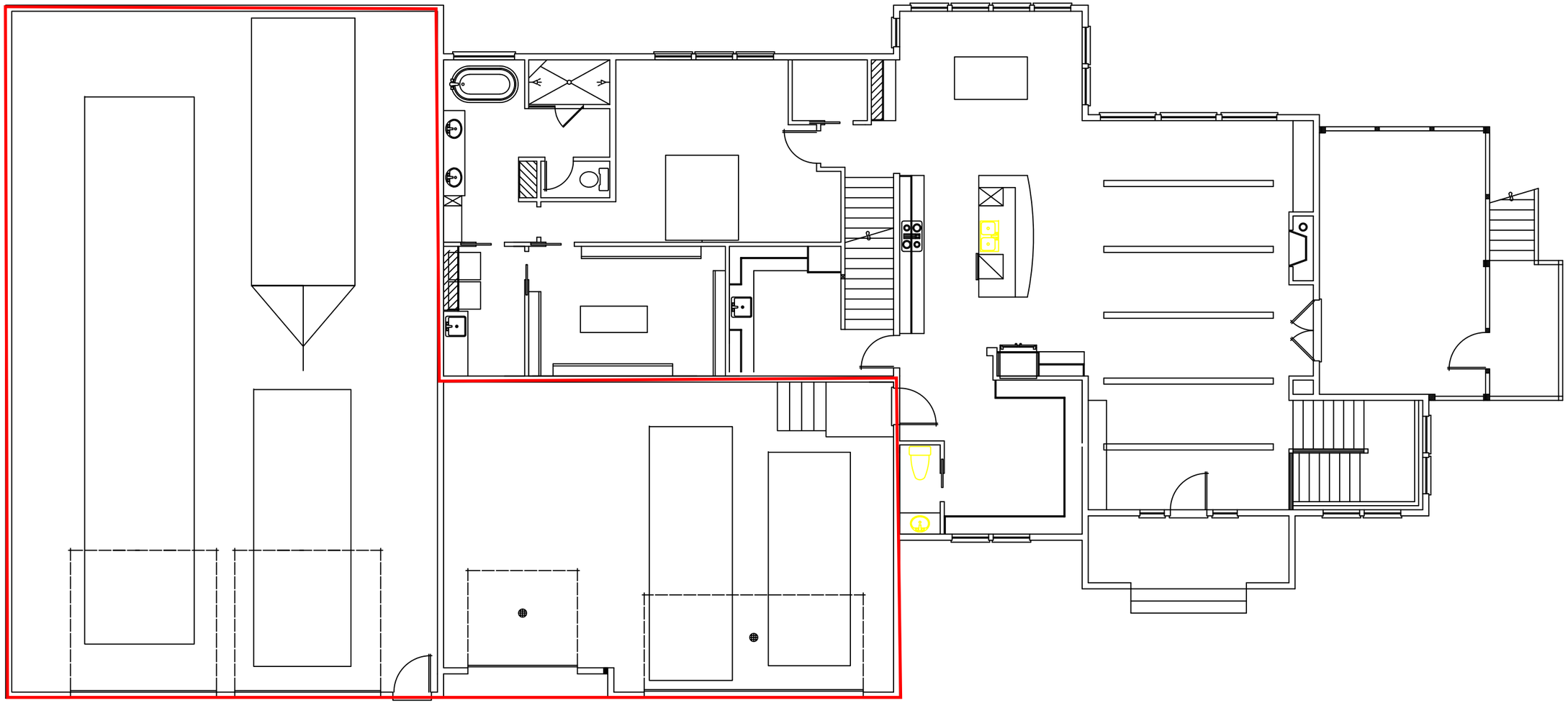
Scale: 1:6,962

Blaine Planning Department / 10801 Town Square Dr NE / Blaine, MN 55449 / (763) 785-6180

This map is for general reference only. It is not for legal, engineering, or surveying use.

BlaineMN.*gov*


SEC. 11
TWP. 31
SE 1/4 - SE 1/4
RNG. 23
OAKS PONDS EAS
OUTLOT A NORTH
ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT
WIDSETH
LAKE FRONT INVESTMENTS LLC







PARENT
Custom Homes, LLC

13654 Van Buren Street NE Suite 400 Ham Lake MN 55304. Phone (612) 282-2384 Brook

Narrative for conditional use permit for the City of Blaine.

We are requesting a conditional use to increase the garage square footage to the maximum amount of 3,000 square feet per the city ordinance. The request is based on the needs of additional space required to support the indoor storage of equipment required for our daughters to participate in their primary athletic activities. This equipment includes (but is not limited to) RV's, trailers, trucks, and vans, as well as other competitive recreational vehicles. Our investment into additional land was primarily done to support additional storage space for this equipment. This investment into this property also retains our residence in Blaine as well as provides ongoing enrollment/involvement within the Blaine community as our children also participate in Girl Scouts, basketball, and Volleyball, and are currently open enrolled in Johnsville Elementary. Additionally, Molly works as a dedicated employee within the Blaine High school activities office and assists with 99%+ of all activities enrollments. Our ability to invest into this property also supports Molly's ongoing dedication to the local school system. The approval of this request will further support the development of our children into productive future members of the Blaine community.

While the approval of this request of up to 3,000 square feet would be accepted and appreciated, consideration for an additional 1,000 square feet (not to exceed 4,000 total - actual plan showed +\-3,500) was the original goal. Our intent was to invest in the 21+ acres of land so it could not fall to future development while supporting the proper equipment storage of our activities. It is our understanding (and accept) that this request should be made through a Variance Request with a $500 application fee. However, we were politely advised that the Blaine City Council would not accept this request, and the application fee would be lost. Please also advise if this request would be acceptable. Thank you for your consideration.

Thank you,

Matt and Molly Gamble

City of Blaine
Planning Commission

May 12, 2026 | 7:00 PM
Blaine City Hall
10801 Town Square Drive NE
Blaine, MN 55449

MINUTES

1. Call to Order

The Blaine planning commission met in the City Hall Chambers on Tuesday, May 12, 2026. Chair Goracke called the meeting to order at 7:00PM.

2. Roll Call

Members Present: Commission Members Freeman, Geiselhart, Howard, Olson, Swanson, and Chair Goracke.

Members Absent: Commission Member Halpern.

Staff Present: Shawn Kaye, Planner
Alex Koberoski, Assistant Planner
Teresa Barnes, Project Engineer

4. Public Hearing

4.2. 2026-205 Case File No. 26-0016 // Matt and Molly Gamble // 11770 Lexington Avenue NE
The applicant is requesting a conditional use permit to allow a 3,000 square-foot attached garage (accessory building) in a Farm Residential (FR) zoning district.
Sponsors: Shawn Kaye, Planner

The report to the planning commission was presented by Shawn Kaye, Planner. The public hearing for Case File 26-0016 was opened at 7:23PM. As no one wished to appear, the public hearing was closed at 7:23PM.

Motion by Commissioner Howard to recommend approval of Planning Case 26-0016 based on the following conditions:

Case 26-0016:

1. **The proposed attached garage shall match the home in terms of architectural style, exterior color and materials.**
2. **The attached garage be used for personal storage only.**
3. **The attached garage (total accessory building space) is limited to 3,000 square feet.**
4. **As-built surveys, a foundation as-built and a final grading as-built, shall be required to verify structure elevations, custom grading requirements, and final lot grading elevations.**

Motion seconded by Commissioner Freeman. The motion passed 6-0.

Chair Goracke noted this would be on the agenda of the June 1, 2026 city council meeting.

City of Blaine
Staff Report

File Number: RES 26-100

Agenda Date	Status
June 1, 2026	
In Control	**File Type**
City Council	Resolution

Approval of Consent Agenda: - Daniel Schluender, Director of Engineering

Agenda Item # 7.10

Resolution to Receive Petition and Order Public Hearing for a Vacation of a Portion of Wetland Boundaries Located at 11985 Lever Street NE, Lot 4, Block 1, Sunset Pond Second Addition, according to the recorded plat thereof, Anoka County, Minnesota; Vacation No. V26-04

Executive Summary

The City received a petition dated May 6, 2026 from Brittany Brausen, as the property owner, requesting the vacation of a portion of the previous wetland boundaries due to an updated 2026 wetland delineation located at 11985 Lever Street NE, which lies within Lot 4, Block 1, Sunset Ponds Second Addition; according to the recorded plat thereof, Anoka County, Minnesota; see Attached Exhibit A for Description.

Background

The property owner completed and provided an updated 2026 wetland delineation. The new boundaries allow for changes to occur on the property without any damage to existing/remaining wetlands on the property located at 11985 Lever Street NE, which lies within Lot 4, Block 1, Sunset Ponds Second Addition. Engineering staff has reviewed the request and agrees with the vacation.

Schedule of Actions

06/01/2026	**Receive Petition and Order Public Hearing**
07/06/2026	Public Hearing and Adopt Vacation Resolution

Strategic Plan Relationship

This item is part of the city's strategic plan for Growth Management.

Board/Commission Review

This item was not presented to any boards or commissions. Public input will be received by council at the Public Hearing on July 6, 2026.

Financial Impact

No Financial Impact to the city for this request.

Public Outreach/Input

Notice will be officially published for the calling of the Public Hearing on July 6, 2026.

Staff Recommendation

By motion, adopt the Resolution.

Attachment List

1. Petition to Vacate, V26-04
2. EXHIBIT A (5-6-26) V26-04

City of Blaine

Signature Copy
Resolution: RES 26-100

Resolution to Receive Petition and Order Public Hearing for a Vacation of a Portion of Wetland Boundaries Located at 11985 Lever Street NE, Lot 4, Block 1, Sunset Pond Second Addition, according to the recorded plat thereof, Anoka County, Minnesota; Vacation No. V26-04

WHEREAS, the City Council has received a petition dated the 6th day of May, 2026, requesting the vacation of a portion of the wetland boundaries due to an updated 2026 wetland delineation located at 11985 Lever Street NE, which lies within Lot 4, Block 1, Sunset Ponds Second Addition; according to the recorded plat thereof, Anoka County, Minnesota; as shown in Exhibit A (attached); and

WHEREAS, the Engineering Department has reviewed the petition and recommends that the City Council hold a Public Hearing on the requested vacation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine as follows:

1. The Council will consider the petitioned vacation of easements for the property owners.

2. A Public Hearing shall be held on the proposed vacation at 7:00 PM on the 6th day of July, 2026 and the City Clerk shall give mailed and published notice of such hearing and vacation as required by law.

PASSED by the City Council of the City of Blaine this 1st day of June, 2026.

Petition to Vacate

10801 Town Square Drive NE, Blaine MN 55449
Engineering Department
phone: 763-785-6172 | BlaineMN.*gov*

Engineering

☒ Vacation of Easement ☐ Vacation of Right-of-Way

I/We, the undersigned, represent the majority of owners of real property abutting or adjacent to:

Address/legal description: 11985 Lever St NE; Lot 4 Block 1 of Sunset Ponds Second Addition; according to the record plat thereof; Anoka County, Minnesota;

See Attached Exhibit A for Description

Description of reason for vacation: The property owner provided an updated wetland delineation; The new boundaries allow for changes to occur on the property without any damage to existing wetlands.

Signature of Owner: Brittany Brausen Date: 5/6/26

The following will need to be submitted along with this form:

Application Fee:

☑ $250 for first lot for single-family residential plus $50 for each additional lot

☐ $500 for all others

Supporting documentation for easement:

☐ Exhibit including Legal Description of property in pdf format (i.e. survey, drawing)

☐ Letter of Authorization (if applicable)

In consideration of vacating the street right-of-way as herein petitioned, the undersigned hereby jointly and severally waive any and all claims for any damages resulting from the vacating and discontinuing of said street right-of-way.

Name of Petitioner/Applicant: Brittany Brausen

Address: 11985 Lever St NE **E-mail:**

City: Blaine **State:** MN **Zip:** 55449

Phone: 651-587-3111 **Business Phone:** —

Applicant Signature: Brittany Brausen **Date:** 5/6/26

Send completed form, fee and supporting documentation to Teresa Barnes, Engineering Department 10801 Town Square Drive NE, Blaine MN 55449 or e-mail to tbarnes@blainemn.gov

EXHIBIT A

~for~ JACOB AND BRITTANY BRAUSEN
~of~ 11985 LEVER COURT NE
BLAINE, MN 55449

NORTH

PROPERTY DESCRIPTION

Lot 4, Block 1, SUNSET POND SECOND ADDITION, Anoka County, Minnesota.

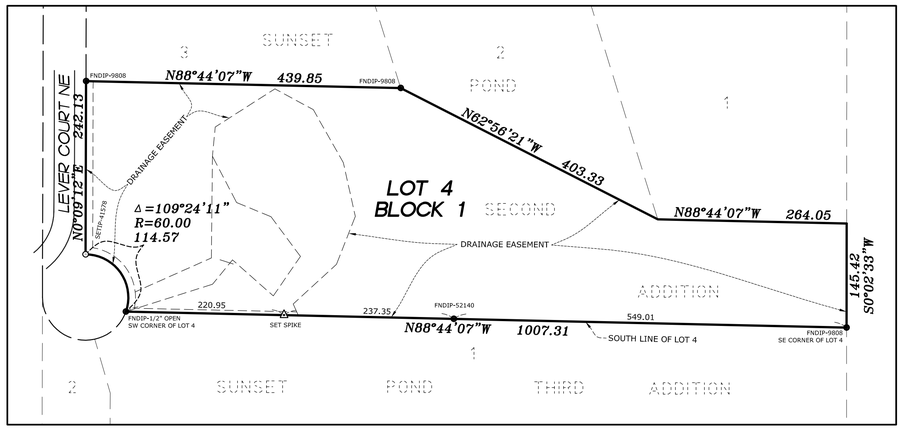
DESCRIPTION OF EASEMENT VACATION

That part of the drainage easement as dedicated on Lot 4, Block 1, SUNSET POND SECOND ADDITION, Anoka County, Minnesota described as follows:

Commencing at the southeast corner of said Lot 4; thence on an assumed bearing of North 88 degrees 44 minutes 07 seconds West, along the south line of said Lot 4, a distance of 1007.31 feet to the southwest corner of said Lot 4; thence North 72 degrees 26 minutes 23 seconds East a distance of 15.48 feet to the north line of the south 5 feet of said Lot 4 and the point of beginning of the area to be described; thence continuing North 72 degrees 26 minutes 23 seconds East a distance of 111.52 feet; thence North 39 degrees 26 minutes 23 seconds East a distance of 44.00 feet; thence South 48 degrees 33 minutes 37 seconds East a distance of 76.00 feet; thence North 34 degrees 26 minutes 23 seconds East a distance of 67.00 feet; thence North 36 degrees 33 minutes 37 seconds West a distance of 69.00 feet; thence North 67 degrees 33 minutes 37 seconds West a distance of 52.00 feet; thence North 27 degrees 33 minutes 37 seconds West a distance of 73.00 feet; thence South 00 degrees 34 minutes 52 seconds West a distance of 142.15 feet; thence South 65 degrees 57 minutes 25 seconds West a distance of 116.57 feet to the east line of the west 10 feet of said Lot 4; thence southerly, along said east line of the west 10 feet a distance of 23.01 feet to the said north line of the south 5 feet of said Lot 4; thence easterly along said north line of said south 5 feet, a distance of 3.00 feet to the point of beginning.

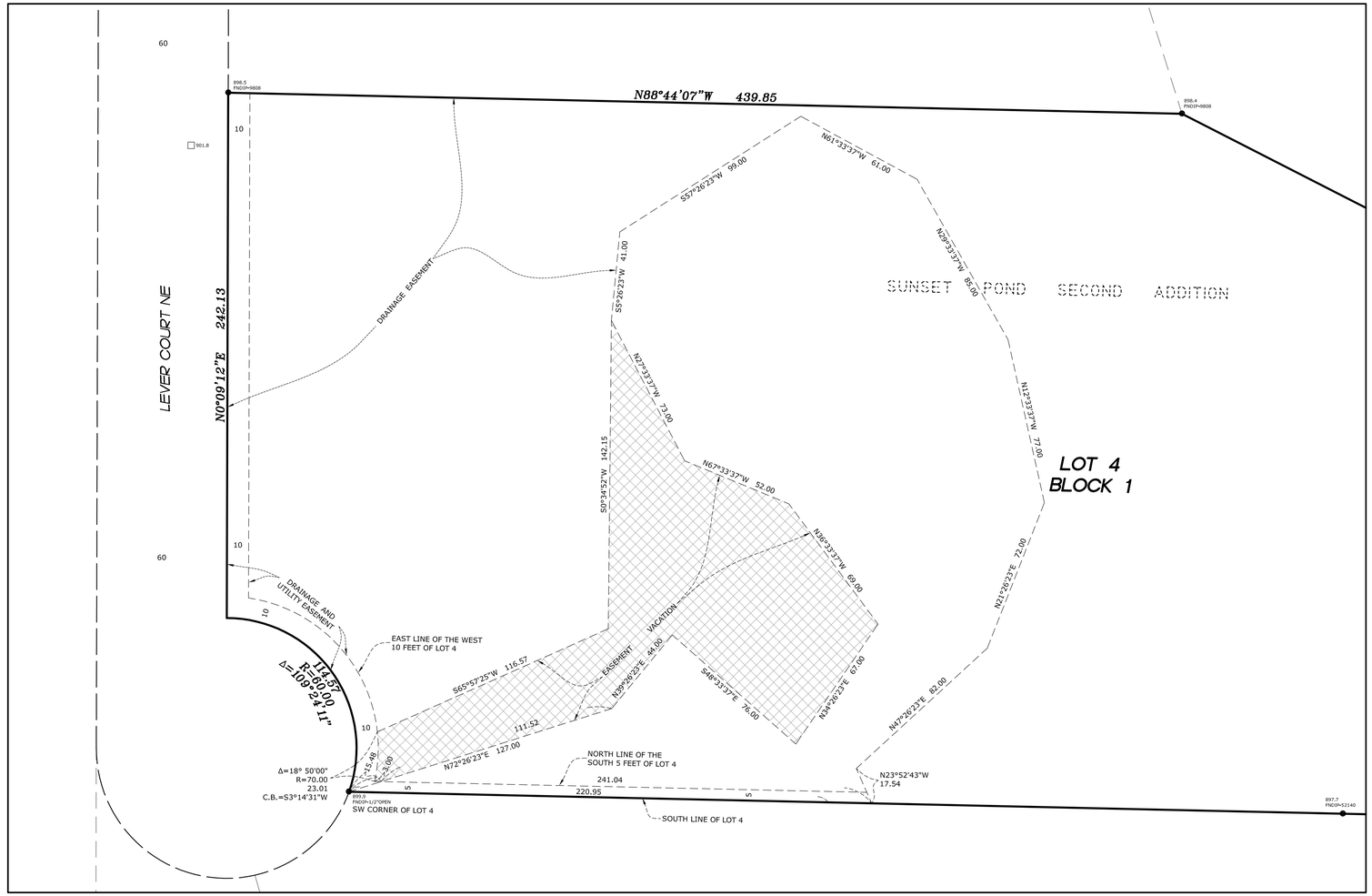
DENOTES EASEMENT VACATION
(AREA = 14685 SQ. FT.)

BOUNDARY EXHIBIT



GRAPHIC SCALE
100 0 50 100 200
1 INCH = 100FEET

BOUNDARY DETAIL



GRAPHIC SCALE
30 0 15 30 60
1 INCH = 30 FEET

BENCHMARK

MNDOT GEODETIC STATION NO. 823
STATION NAME: LINO MNDT
ELEVATION = 929.35 (NAVD 88 DATUM)

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

JASON E. RUD
Date: 5/5/2026 License No. 41578

E. G. RUD & SONS, INC.
EST. 1977
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701
www.egrud.com

DRAWN BY: BAB	JOB NO: 260343BT	DATE: 5/5/2026
CHECK BY: JER	FIELD CREW: BH/BJ	

NO.	DATE	DESCRIPTION	BY
1			
2			
3			

C:\USERS\BBYER.EGRUD\DESKTOP\REMOTE JOBS\260343 BRAUNSEN\EXHIBIT A.DWG

City of Blaine
Staff Report

File Number: RES 26-108

Agenda Date	Status
June 1, 2026	
In Control	**File Type**
City Council	Resolution

Approval of Consent Agenda: - Daniel Schluender, Director of Engineering

Agenda Item # 7.11

Resolution to Declare Cost to be Assessed, Order Preparation and Call for Hearing on Proposed Assessment for 2025 Street Rehabilitation Project, Improvement Project No. T2505

Executive Summary

Improvement Project No. 25-05 was ordered by the City Council on February 19, 2025 with Resolution No. 25-33. A construction contract was awarded to GMH Asphalt Corporation by the City Council on July 7, 2025 with Resolution No. 25-99 and construction was completed in the spring of 2026.

Background

Improvement Project No. 25-05 included the following project areas:

Project Area 1:
•Lakes Parkway (from Radisson Road to the dead end 120' east of Rendova Street)

Project Area 2:
•Baltimore Street (from 120' south of 99th Lane to 99th Lane)
•99th Lane (from Baltimore Street to Davenport Street)

Project Area 3:
•Baltimore Street (from 94th Lane to 300' south of 99th Avenue)

Project Area 4:
•Baltimore Street (from 93rd Lane to 94th Lane)

The total cost of the project is as follows:

Construction Costs:	$1,515,128.30
Engineering Costs:	$405,408.23

Interest:	$16,845.91
Administration, Assessing, Other:	$129,686.21
TOTAL:	**$2,067,068.65**

The total project cost indicated in the Feasibility Report was estimated at $2,741,237. The Assessment Roll has been prepared consistent with the Feasibility Report. Of the total cost, the amount to be assessed is $108,210.35. The Public Utility Funds will contribute $20,095.34 or up to the budgeted amount for water and sanitary sewer improvements, Pavement Management Program funds will contribute $225,742.23, and Municipal State Aid funds will contribute $1,713,020.73.

Strategic Plan Relationship

The 2025 Street Rehabilitation Project aligns with the City's strategic plan goal of infrastructure management by providing high-quality street surfaces.

Board/Commission Review

N/A

Financial Impact

The 2025 Street Rehabilitation Project (T2505) was authorized as part of the 2024-2028 Capital Improvement Program (CIP) which was adopted via Resolution No. 23-207 at the December 18, 2023 City Council Meeting. Funding was to be provided by a combination of assessments, Municipal State Aid Funds and bond proceeds placed in the City Pavement Management Program Fund and Public Utility Funds. The 2024-2028 Capital Improvement Plan (CIP) included $399,500 in project funding for consulting, and the 2025 project budget approved within the 2025-2029 CIP is $2,115,000 for consulting, construction, and contingencies, bringing the total project budget to $2,514,500 which was the total amount authorized within the 2025B bonding for city projects.

The actual costs as outlined in the table below are presented at $2,067,069 which is $447,431 or 17.8% less than the appropriated budget and what was bonded for. When a city issues debt, the proceeds are commonly placed in a capital project fund to finance the acquisition of asset(s). Then user fees, property tax levy, or other funding sources are then subsequently collected in a separate debt service fund to pay principal and interest associated with the bonding. Upon project completion, any residual bond proceeds remaining in the capital project fund are typically transferred to the debt service fund to ensure that funds borrowed specifically for the project are applied towards retiring the associated debt. This transfer is a formal process that requires the city council to authorize a separate resolution.

Assessments will be levied over 5 years for Project Area 1, Project Area 2, and Project Area 3, and 15 years for Project Area 4. If property owners choose to prepay their assessments, the resulting interest expenses or carrying costs stemming from the gap between the project's total financing and the remaining assessed balance must be recovered through alternative funding sources, which is a

standard practice in municipal assessment policies.

Funding Source	2024 Adopted Budget 2024-2028 CIP (12/18/2023)	2025 Adopted Budget 2025-2028 CIP (12/16/2024)	Authorized Financing/Bonding (11/3/2025)	Actual Costs (5/22/2026)
Property Tax Levy Debt (T2505)	$399,500	$180,000	$579,500	$225,743
Special Assessment Debt (T2505)	-	$100,000	$100,000	$108,210
State Aid Municipal Funds (T2505)	-	$1,700,000	$1,700,000	$1,713,021
Water Utility Funds (U2415)	-	$70,000	$70,000	$7,538
Sanitary Sewer Utility Funds (U2404)	-	$65,000	$65,000	$12,557
TOTAL	$399,500	$2,115,500	$2,514,500	$2,067,069

Public Outreach/Input

The project itself and the assessment process has complied with all public notification requirements pursuant to MN Statutes, Chapter 429.

Staff Recommendation

By motion, adopt the resolution.

Attachment List

1. 25-05 Project Area Map
2. 25-05 Assessed Parcels Map
3. 25-05 Proposed Final Assessment Roll

City of Blaine

Signature Copy
Resolution: RES 26-108

Resolution to Declare Cost to be Assessed, Order Preparation and Call for Hearing on Proposed Assessment for 2025 Street Rehabilitation Project, Improvement Project No. T2505

WHEREAS, a contract was entered into for a 2.5" pavement mill, minor spot concrete curb repair, bituminous pavement overlay, and appurtenant construction in the following described areas:

Project Area 1:
•Lakes Parkway (from Radisson Road to the dead end 120' east of Rendova Street)

Project Area 3:
•Baltimore Street (from 94th Lane to 300' south of 99th Avenue)

In addition, the contract included minor spot concrete curb and gutter replacement (Project Area 2), concrete ribbon curb installation (Project Area 4), bituminous pavement replacement, and appurtenant construction in the following described areas:

Project Area 2:
•Baltimore Street (from 120' south of 99th Lane to 99th Lane)
•99th Lane (from Baltimore Street to Davenport Street)

Project Area 4:
•Baltimore Street (from 93rd Lane to 94th Lane)

AND WHEREAS, the construction cost for such improvement is $1,515,128.30, and the expenses incurred in the making of said improvements amounts to be $551,940.35 making the total cost $2,067,068.65.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Blaine as follows:

1. The total cost of such improvements is hereby declared to be $2,067,068.65.

2. The amount to be assessed is hereby declared to be $108,210.35. The Public Utility Funds will contribute $20,095.34 for water and sanitary sewer improvements, Pavement Management Program Funds will contribute $225,742.23, and Municipal State Aid Funds will contribute $1,713,020.73.

3. Assessments shall be payable in annual installments extending over a period of five (5) years for Project Area 1, Project Area 2, and Project Area 3, and fifteen (15) years for Project Area 4. The first of the installments to be payable on or before the first Monday in January 2027, and shall bear interest at the rate of 5.25% per annum from the date of the adoption of the assessment resolution.

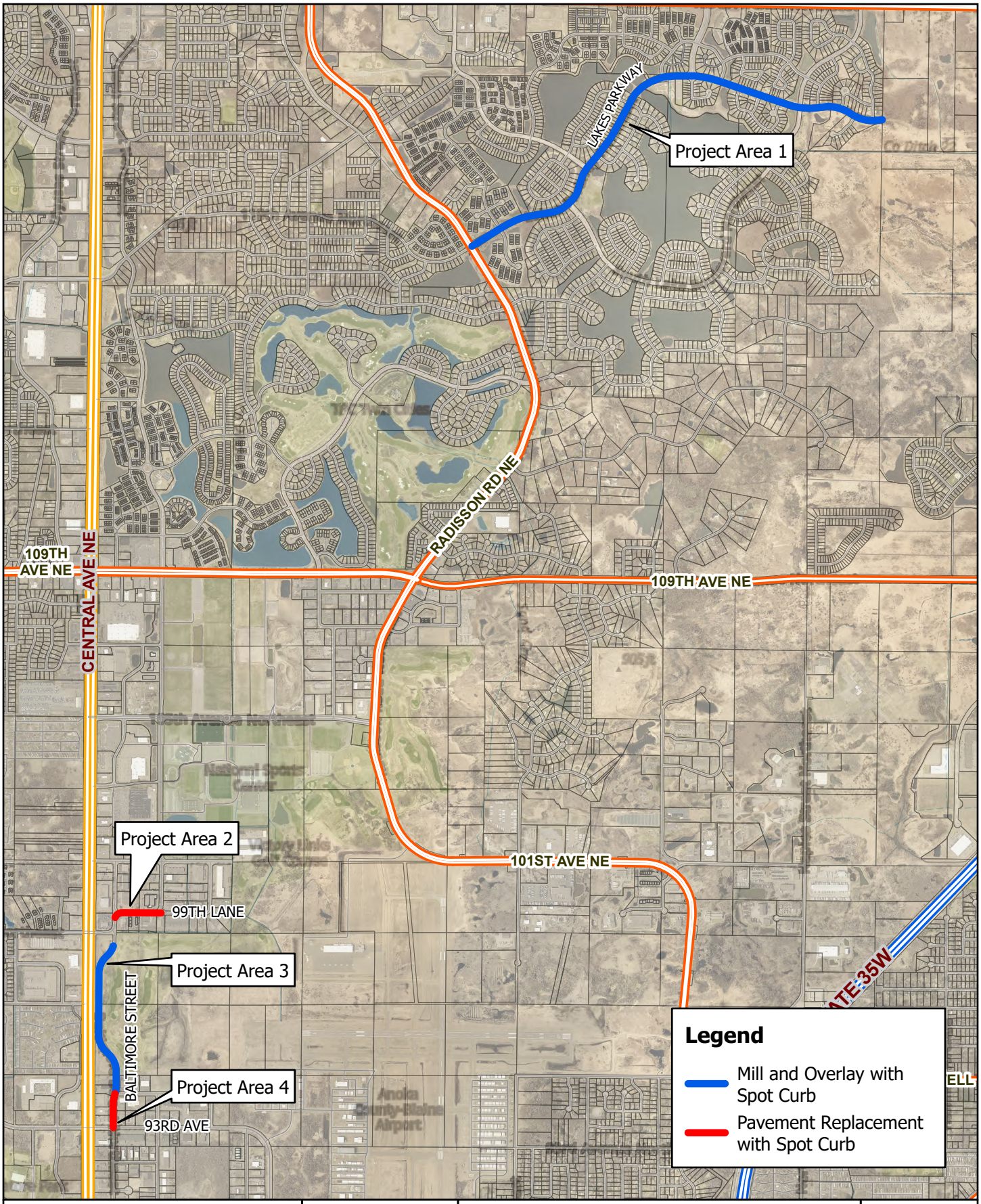
4. The City Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece, or parcel of land within the district affected without regard to cash valuation, as provided by law, and they shall file a copy of such proposed assessment in their office for public inspection.

5. The City Clerk has notified the City Council that such proposed assessment has been completed and filed in their office for public inspection.

6. A hearing shall be held on the 6th day of July 2026, in the Council Chambers at Blaine City Hall at 7:00PM, or as near that time as possible, to pass upon the proposed assessment at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.

7. The City Clerk shall give published and mailed notice of such hearing as required by law.

PASSED by the City Council of the City of Blaine this 1st day of June, 2026.



Path: X:\AE\BIBLAIN\Common\Proposals\2025 Streets Report\For GIS\BLAIN_2025StreetsRFPBLAIN_2025StreetsRFP.aprx

SEH

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0 1,200 2,400 Feet

Print Date: 7/5/2024

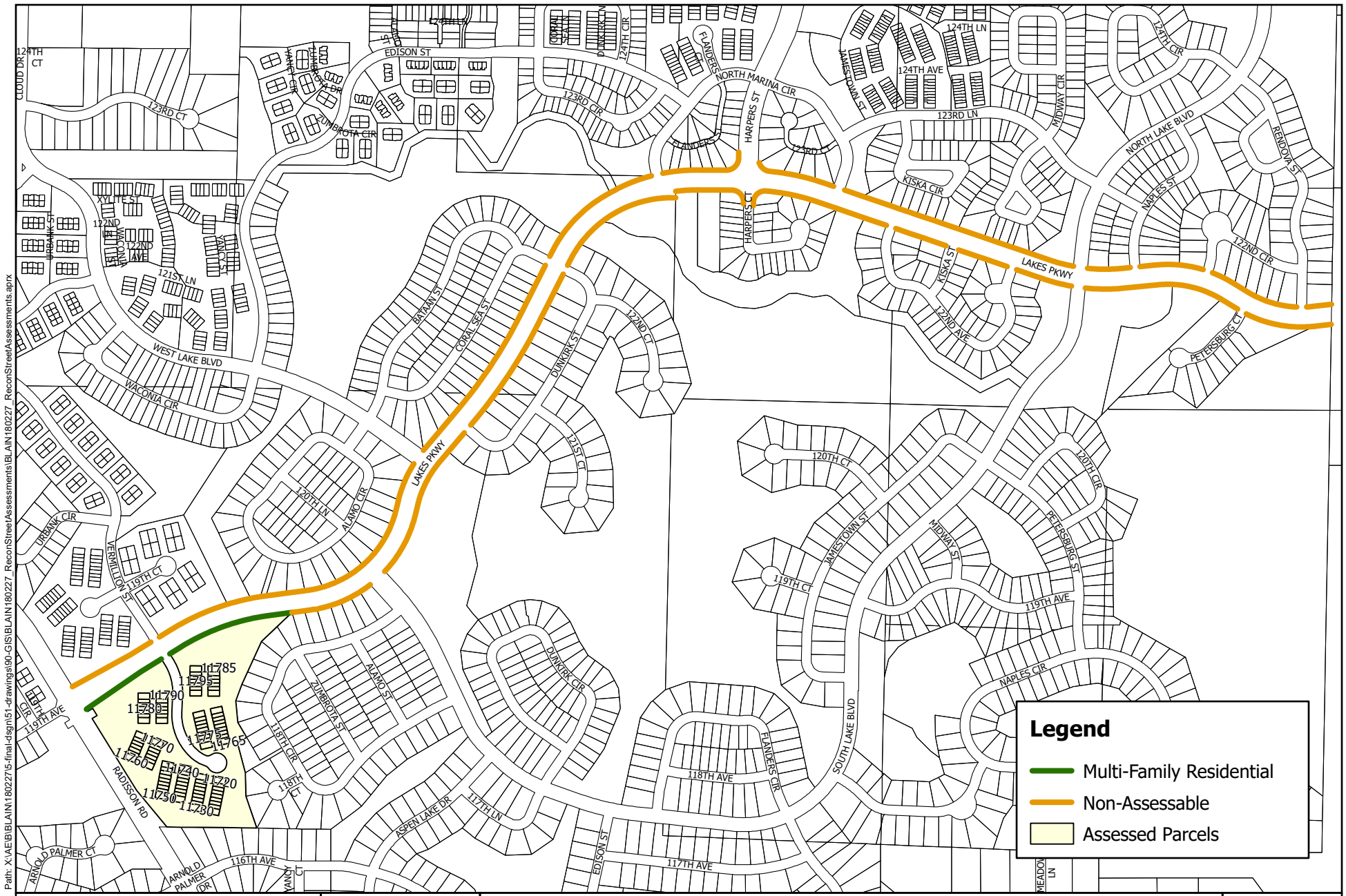
Map by: tschwarz
Projection: NAD 1983 HARN Adj MN Anoka County
Source: Anoka County, City of Blaine & SEH, Inc

2025 Street Rehabilitation

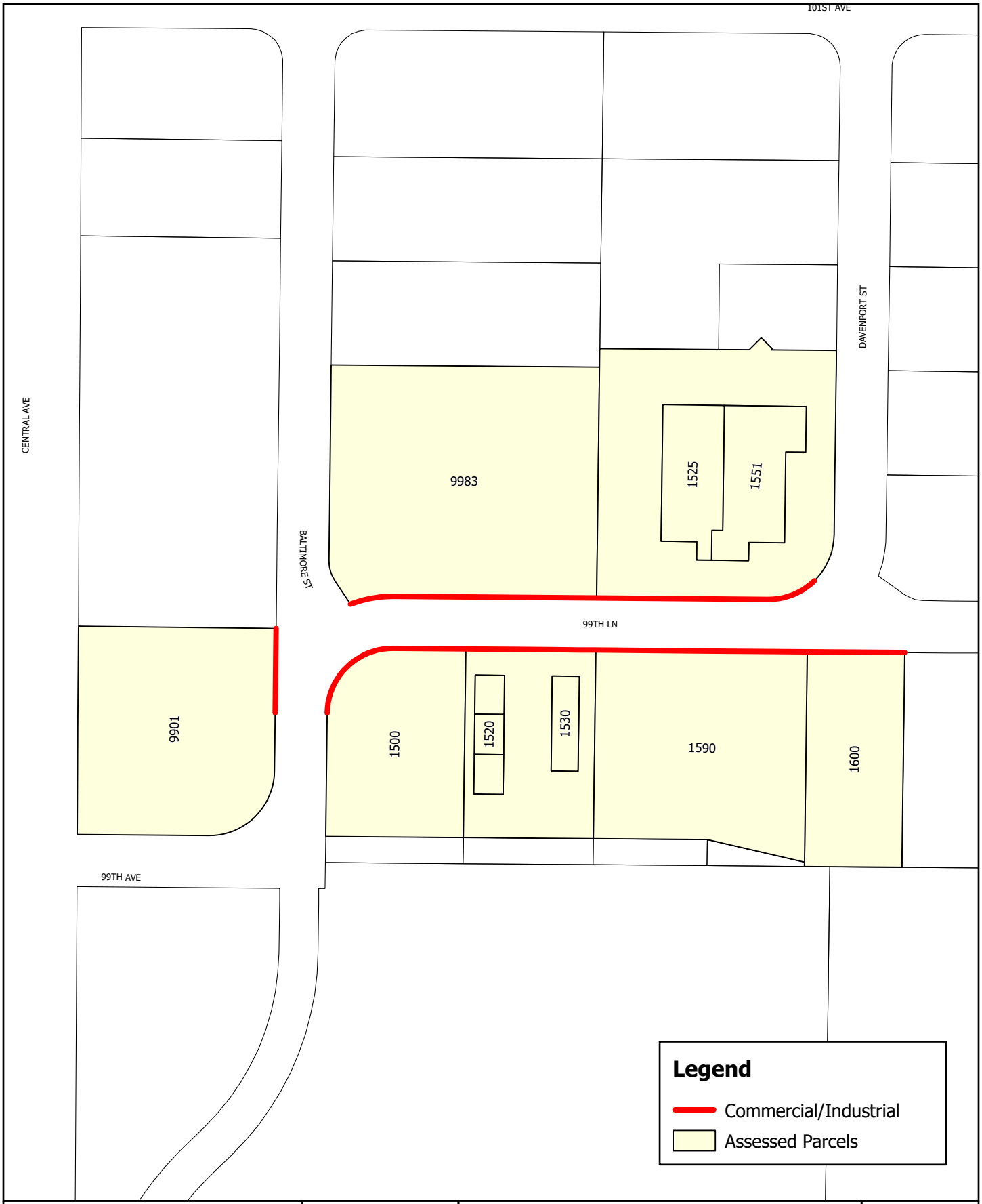
Blaine, Minnesota

Exhibit 1

This map is neither a legally recorded map nor a survey map and is not intended to be used as one. This map is a compilation of records, information, and data gathered from various sources listed on this map and is to be used for reference purposes only. SEH does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and SEH does not represent that the GIS Data can be used for navigational, tracking, or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. The user of this map acknowledges that SEH shall not be liable for any damages which arise out of the user's access or use of data provided.



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Project: BLAIN 180227
Print Date: 1/15/2025

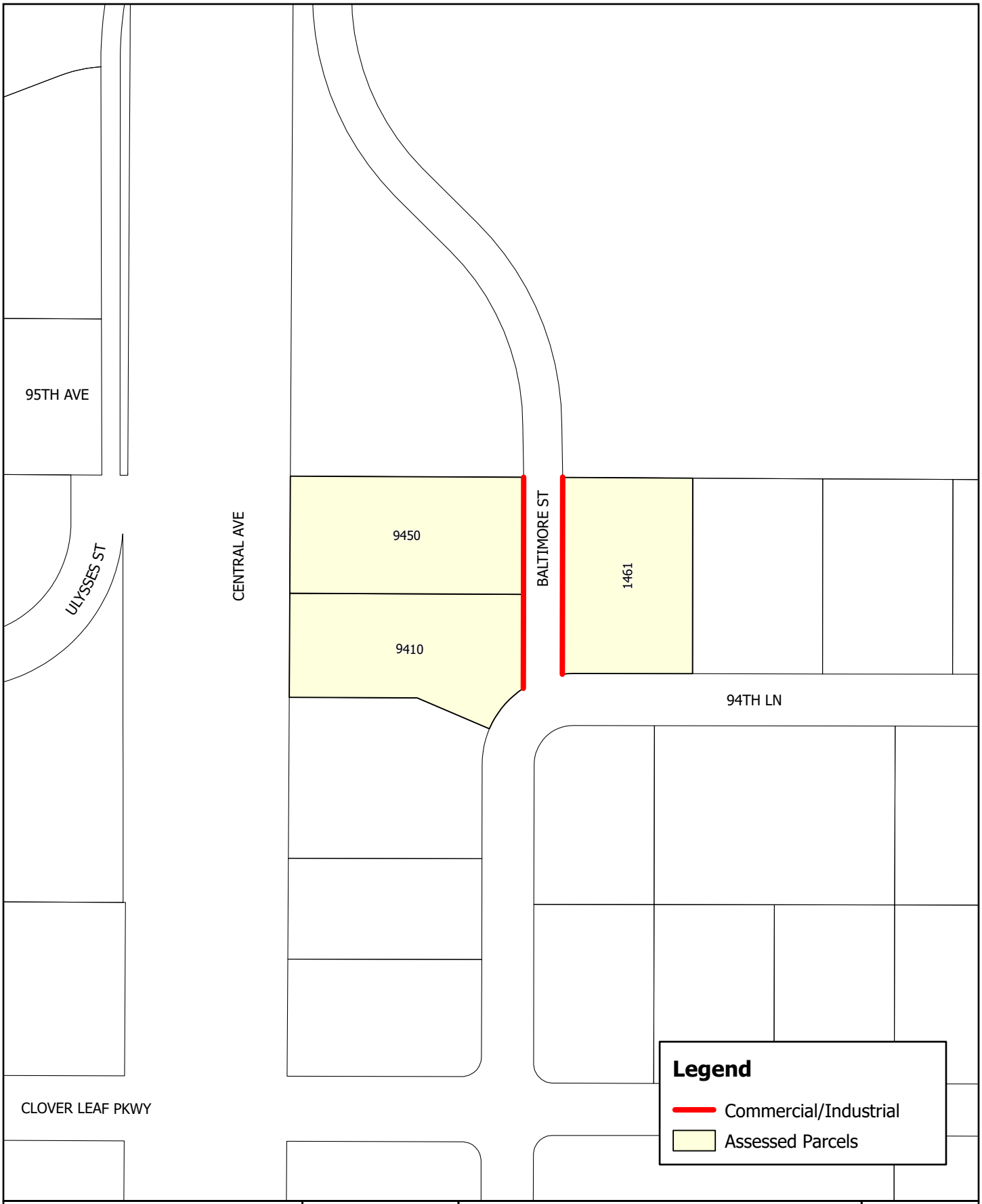
Map by: tschwarz
Projection: NAD 1983 HARN Adj MN Anoka Feet (US Feet)
Source: City of Blaine, Anoka County, & SEH, Inc.

ASSESSMENT MAP - AREA 2

2025 STREET REHABILITATION
Blaine, Minnesota

Exhibit 2

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Project: BLAIN 180227
Print Date: 1/15/2025

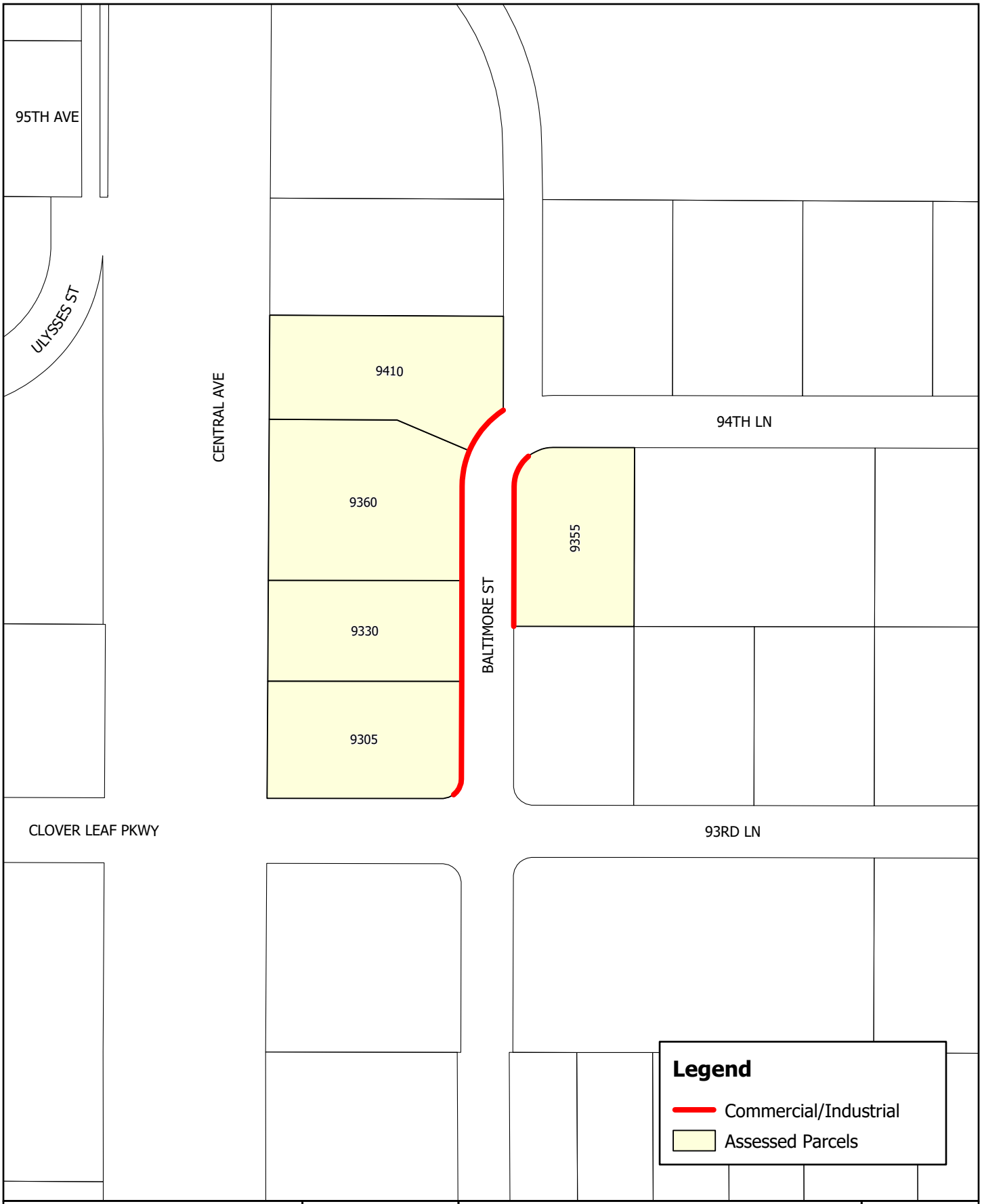
Map by: tschwarz
Projection: NAD 1983 HARN Adj MN Anoka Feet (US Feet)
Source: City of Blaine, Anoka County, & SEH, Inc.

ASSESSMENT MAP - AREA 3

2025 STREET REHABILITATION
Blaine, Minnesota

Exhibit 3

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Project: BLAIN 180227
Print Date: 1/15/2025

Map by: tschwarz
Projection: NAD 1983 HARN Adj MN Anoka Feet (US Feet)
Source: City of Blaine, Anoka County, & SEH, Inc.

ASSESSMENT MAP - AREA 4

2025 STREET REHABILITATION
Blaine, Minnesota

Exhibit 4

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PROJECT 25-05

2025 STREET REHABILITATION

PROJECT AREA 1 (LAKES PARKWAY)

CITY OF BLAINE

EXHIBIT NO. 1 - MULTI- FAMILY RESIDENTIAL

PROPOSED FINAL ASSESSMENT ROLL

ASSESSMENT RATE BREAKDOWN		
FLAT ASSESSMENT RATE PER FRONT FOOT FOR MILL AND OVERLAY	**=**	**$16.70**

PROPERTY PIN	PROPERTY ADDRESS	PROPERTY OWNER	ASSESSABLE RESIDENTIAL FRONT FOOTAGE		ASSESSMENT RATE PER RESIDENTIAL LOT UNIT	PROPOSED ASSESSMENT
09-31-23-44-0093	11780 VERMILLION ST NE UNIT B	SHAFER TRUSTEE, LORI A	**	12.2	$16.70	$203.74
09-31-23-44-0121	11750 VERMILLION ST NE UNIT F	VAUGHAN TERRI MARIE	**	12.2	$16.70	$203.74
09-31-23-44-0084	11790 VERMILLION ST NE UNIT D	SHAFER JAMES PAUL	**	12.2	$16.70	$203.74
09-31-23-44-0148	11775 VERMILLION ST NE UNIT F	J & J CONGLOMERATE LLC	**	12.2	$16.70	$203.74
09-31-23-44-0157	11765 VERMILLION ST NE UNIT D	SELNESS TRUSTEE, SHARON	**	12.2	$16.70	$203.74
09-31-23-44-0145	11775 VERMILLION ST NE UNIT I	PETERS, LAVONNE F	**	12.2	$16.70	$203.74
09-31-23-44-0126	11750 VERMILLION ST NE UNIT A	THOMAS TRUSTEE TONI ANN	**	12.2	$16.70	$203.74
09-31-23-44-0139	11730 VERMILLION ST NE UNIT F	FLOM, JAMIE L	**	12.2	$16.70	$203.74
09-31-23-44-0166	11795 VERMILLION ST NE UNIT D	HARPER, JEAN MARIE	**	12.2	$16.70	$203.74
09-31-23-44-0129	11720 VERMILLION ST NE UNIT C	KKSMITH PROPERTIES B LLC	**	12.2	$16.70	$203.74
09-31-23-44-0127	11720 VERMILLION ST NE UNIT A	BURNETT TRUSTEE MARY ELISE	**	12.2	$16.70	$203.74
09-31-23-44-0101	11770 VERMILLION ST NE UNIT G	QUAST, ROSE MARY	**	12.2	$16.70	$203.74
09-31-23-44-0107	11760 VERMILLION ST NE UNIT B	KWON, JAE WOO	**	12.2	$16.70	$203.74
09-31-23-44-0149	11775 VERMILLION ST NE UNIT E	LARSON, JODI B	**	12.2	$16.70	$203.74
09-31-23-44-0168	11795 VERMILLION ST NE UNIT B	BUELOW, DAVID J S	**	12.2	$16.70	$203.74
09-31-23-44-0125	11750 VERMILLION ST NE UNIT B	DWUMFOUR PRINCE	**	12.2	$16.70	$203.74
09-31-23-44-0135	11720 VERMILLION ST NE UNIT I	HUONDER, NANCY M	**	12.2	$16.70	$203.74
09-31-23-44-0164	11795 VERMILLION ST NE UNIT F	NOWLING, JASON ALLAN	**	12.2	$16.70	$203.74
09-31-23-44-0143	11730 VERMILLION ST NE UNIT B	OSMANOVIC, RADMILA	**	12.2	$16.70	$203.74
09-31-23-44-0108	11760 VERMILLION ST NE UNIT A	BURDICK, YVONNE L	**	12.2	$16.70	$203.74
09-31-23-44-0154	11765 VERMILLION ST NE UNIT A	PAGE, JANET M	**	12.2	$16.70	$203.74
09-31-23-44-0110	11740 VERMILLION ST NE UNIT B	ANDREASEN, QUINN T	**	12.2	$16.70	$203.74
09-31-23-44-0142	11730 VERMILLION ST NE UNIT C	FAUSONE SCOTT A	**	12.2	$16.70	$203.74
09-31-23-44-0158	11765 VERMILLION ST NE UNIT E	LODHI, MUHAMMAD JAWAD	**	12.2	$16.70	$203.74
09-31-23-44-0174	11785 VERMILLION ST NE UNIT E	HARDIN SARA C	**	12.2	$16.70	$203.74
09-31-23-44-0094	11780 VERMILLION ST NE UNIT A	CONNOR, STEPHANIE J	**	12.2	$16.70	$203.74
09-31-23-44-0090	11780 VERMILLION ST NE UNIT E	KHAN, BASHIR U	**	12.2	$16.70	$203.74
09-31-23-44-0120	11750 VERMILLION ST NE UNIT G	NELSON, SERINA A	**	12.2	$16.70	$203.74
09-31-23-44-0119	11750 VERMILLION ST NE UNIT H	VOLD, JENNIFER L	**	12.2	$16.70	$203.74

PROJECT 25-05

2025 STREET REHABILITATION

PROJECT AREA 1 (LAKES PARKWAY)

CITY OF BLAINE

EXHIBIT NO. 1 - MULTI- FAMILY RESIDENTIAL

PROPOSED FINAL ASSESSMENT ROLL

ASSESSMENT RATE BREAKDOWN		
FLAT ASSESSMENT RATE PER FRONT FOOT FOR MILL AND OVERLAY	**=**	**$16.70**

PROPERTY PIN	PROPERTY ADDRESS	PROPERTY OWNER	ASSESSABLE RESIDENTIAL FRONT FOOTAGE		ASSESSMENT RATE PER RESIDENTIAL LOT UNIT	PROPOSED ASSESSMENT
09-31-23-44-0144	11730 VERMILLION ST NE UNIT A	DOWNING, ANGELA M	**	12.2	$16.70	$203.74
09-31-23-44-0175	11785 VERMILLION ST NE UNIT F	WINDINGSTAD, ELIZABETH	**	12.2	$16.70	$203.74
09-31-23-44-0163	11795 VERMILLION ST NE UNIT G	LUND, JANET A	**	12.2	$16.70	$203.74
09-31-23-44-0159	11765 VERMILLION ST NE UNIT F	KOPPY BRIANDA ORTIZ	**	12.2	$16.70	$203.74
09-31-23-44-0131	11720 VERMILLION ST NE UNIT E	YU, HAOYU	**	12.2	$16.70	$203.74
09-31-23-44-0130	11720 VERMILLION ST NE UNIT D	DALLMAN, CHASE	**	12.2	$16.70	$203.74
09-31-23-44-0102	11760 VERMILLION ST NE UNIT G	HALLGREN, DONNA L	**	12.2	$16.70	$203.74
09-31-23-44-0085	11790 VERMILLION ST NE UNIT E	MCCORMICK TRUSTEE, JAMES PATRICK	**	12.2	$16.70	$203.74
09-31-23-44-0128	11720 VERMILLION ST NE UNIT B	SHI, HANG	**	12.2	$16.70	$203.74
09-31-23-44-0089	11780 VERMILLION ST NE UNIT F	PETERSON TRUSTEE KIM ELIZABETH	**	12.2	$16.70	$203.74
09-31-23-44-0132	11720 VERMILLION ST NE UNIT F	JOHNSON, TREVOR M	**	12.2	$16.70	$203.74
09-31-23-44-0105	11760 VERMILLION ST NE UNIT D	NERVEGNA STEPHANIE LYNN	**	12.2	$16.70	$203.74
09-31-23-44-0086	11790 VERMILLION ST NE UNIT F	NEWELL THOMAS A	**	12.2	$16.70	$203.74
09-31-23-44-0167	11795 VERMILLION ST NE UNIT C	HAGGARD CASSI B	**	12.2	$16.70	$203.74
09-31-23-44-0104	11760 VERMILLION ST NE UNIT E	BAKER JR TRUSTEE, PHILIP J	**	12.2	$16.70	$203.74
09-31-23-44-0111	11740 VERMILLION ST NE UNIT C	SHAFER, JAMES	**	12.2	$16.70	$203.74
09-31-23-44-0116	11740 VERMILLION ST NE UNIT H	POLAK JAMIE L	**	12.2	$16.70	$203.74
09-31-23-44-0138	11730 VERMILLION ST NE UNIT G	KOVAR BRIAN	**	12.2	$16.70	$203.74
09-31-23-44-0165	11795 VERMILLION ST NE UNIT E	OKINDO JARED	**	12.2	$16.70	$203.74
09-31-23-44-0160	11765 VERMILLION ST NE UNIT G	CHAD TRUSTEE ROBERT M	**	12.2	$16.70	$203.74
09-31-23-44-0169	11795 VERMILLION ST NE UNIT A	FIELD, JANICE R	**	12.2	$16.70	$203.74
09-31-23-44-0099	11770 VERMILLION ST NE UNIT E	KETCHAYA JULIE	**	12.2	$16.70	$203.74
09-31-23-44-0140	11730 VERMILLION ST NE UNIT E	ZHAO, DONGFANG	**	12.2	$16.70	$203.74
09-31-23-44-0088	11780 VERMILLION ST NE UNIT G	SALMINEN, CAROL J	**	12.2	$16.70	$203.74
09-31-23-44-0150	11775 VERMILLION ST NE UNIT D	DONAHUE, BRADY	**	12.2	$16.70	$203.74
09-31-23-44-0097	11770 VERMILLION ST NE UNIT C	JOHNSON, MERI	**	12.2	$16.70	$203.74
09-31-23-44-0161	11765 VERMILLION ST NE UNIT H	BRASNIC, BELMA	**	12.2	$16.70	$203.74
09-31-23-44-0083	11790 VERMILLION ST NE UNIT C	KASICK JASON	**	12.2	$16.70	$203.74

PROJECT 25-05

2025 STREET REHABILITATION

PROJECT AREA 1 (LAKES PARKWAY)

CITY OF BLAINE

EXHIBIT NO. 1 - MULTI- FAMILY RESIDENTIAL

PROPOSED FINAL ASSESSMENT ROLL

ASSESSMENT RATE BREAKDOWN		
FLAT ASSESSMENT RATE PER FRONT FOOT FOR MILL AND OVERLAY	**=**	**$16.70**

PROPERTY PIN	PROPERTY ADDRESS	PROPERTY OWNER	ASSESSABLE RESIDENTIAL FRONT FOOTAGE		ASSESSMENT RATE PER RESIDENTIAL LOT UNIT	PROPOSED ASSESSMENT
09-31-23-44-0147	11775 VERMILLION ST NE UNIT G	FOGERTY, CHRISTIAN W	**	12.2	$16.70	$203.74
09-31-23-44-0137	11730 VERMILLION ST NE UNIT H	VOELK, WILLIAM	**	12.2	$16.70	$203.74
09-31-23-44-0124	11750 VERMILLION ST NE UNIT C	MARANTSMAN ARTEM	**	12.2	$16.70	$203.74
09-31-23-44-0117	11740 VERMILLION ST NE UNIT I	FLICK NICOLE	**	12.2	$16.70	$203.74
09-31-23-44-0171	11785 VERMILLION ST NE UNIT B	SORENSEN AMY G	**	12.2	$16.70	$203.74
09-31-23-44-0082	11790 VERMILLION ST NE UNIT B	ROY, ZACHARY	**	12.2	$16.70	$203.74
09-31-23-44-0122	11750 VERMILLION ST NE UNIT E	FAST SANDRA	**	12.2	$16.70	$203.74
09-31-23-44-0156	11765 VERMILLION ST NE UNIT C	JOHNSON COREY	**	12.2	$16.70	$203.74
09-31-23-44-0173	11785 VERMILLION ST NE UNIT D	VONBARGEN, KATHRYN M	**	12.2	$16.70	$203.74
09-31-23-44-0152	11775 VERMILLION ST NE UNIT B	NELSON ERIN	**	12.2	$16.70	$203.74
09-31-23-44-0091	11780 VERMILLION ST NE UNIT D	VAALER DANIEL J	**	12.2	$16.70	$203.74
09-31-23-44-0133	11720 VERMILLION ST NE UNIT G	ZHANG, BO	**	12.2	$16.70	$203.74
09-31-23-44-0172	11785 VERMILLION ST NE UNIT C	FAST, PATTON L	**	12.2	$16.70	$203.74
09-31-23-44-0134	11720 VERMILLION ST NE UNIT H	COTIE, SCOTT	**	12.2	$16.70	$203.74
09-31-23-44-0141	11730 VERMILLION ST NE UNIT D	FAST, PATTON L	**	12.2	$16.70	$203.74
09-31-23-44-0162	11765 VERMILLION ST NE UNIT I	ANDERSON, ANITA L	**	12.2	$16.70	$203.74
09-31-23-44-0095	11770 VERMILLION ST NE UNIT A	ZURBEY, MARIA P	**	12.2	$16.70	$203.74
09-31-23-44-0112	11740 VERMILLION ST NE UNIT D	HECKMAN, PATRICK C	**	12.2	$16.70	$203.74
09-31-23-44-0109	11740 VERMILLION ST NE UNIT A	STEPHEN, KATHLEEN M	**	12.2	$16.70	$203.74
09-31-23-44-0118	11750 VERMILLION ST NE UNIT I	KRUEGER, RONALD S	**	12.2	$16.70	$203.74
09-31-23-44-0115	11740 VERMILLION ST NE UNIT G	FROST MILINDA M	**	12.2	$16.70	$203.74
09-31-23-44-0155	11765 VERMILLION ST NE UNIT B	NI, MING	**	12.2	$16.70	$203.74
09-31-23-44-0098	11770 VERMILLION ST NE UNIT D	FORSBERG, CRAIG R	**	12.2	$16.70	$203.74
09-31-23-44-0114	11740 VERMILLION ST NE UNIT F	MATTSON SIDNEY D	**	12.2	$16.70	$203.74
09-31-23-44-0113	11740 VERMILLION ST NE UNIT E	ACKERSON KRISTIN	**	12.2	$16.70	$203.74
09-31-23-44-0081	11790 VERMILLION ST NE UNIT A	DAGEL, KENNETH D	**	12.2	$16.70	$203.74
09-31-23-44-0092	11780 VERMILLION ST NE UNIT C	LANDE, DENNIS W	**	12.2	$16.70	$203.74
09-31-23-44-0170	11785 VERMILLION ST NE UNIT A	SWARTS TRUSTEE PAMELA JO	**	12.2	$16.70	$203.74
09-31-23-44-0087	11790 VERMILLION ST NE UNIT G	CAMERON, MARSHA H	**	12.2	$16.70	$203.74
09-31-23-44-0153	11775 VERMILLION ST NE UNIT A	NORRIS MATTHEW C	**	12.2	$16.70	$203.74
09-31-23-44-0176	11785 VERMILLION ST NE UNIT G	ESTEPP TRUSTEE, DOROTHY H	**	12.2	$16.70	$203.74
09-31-23-44-0106	11760 VERMILLION ST NE UNIT C	BERGH, ALYCEAN	**	12.2	$16.70	$203.74
09-31-23-44-0136	11730 VERMILLION ST NE UNIT I	PALMER, SHAWN ALAN	**	12.2	$16.70	$203.74
09-31-23-44-0146	11775 VERMILLION ST NE UNIT H	JAROSAK, BRIAN	**	12.2	$16.70	$203.74
09-31-23-44-0100	11770 VERMILLION ST NE UNIT F	OLETZKE, TRACI R	**	12.2	$16.70	$203.74
09-31-23-44-0103	11760 VERMILLION ST NE UNIT F	WILLIAMS TAWANDA	**	12.2	$16.70	$203.74
09-31-23-44-0096	11770 VERMILLION ST NE UNIT B	KRUEGER, RYAN J	**	12.2	$16.70	$203.74
09-31-23-44-0123	11750 VERMILLION ST NE UNIT D	ROZMARK PAUL R	**	12.2	$16.70	$203.74
09-31-23-44-0151	11775 VERMILLION ST NE UNIT C	PETERS, JEFFREY J	**	12.2	$16.70	$203.74
	Notes		**TOTAL**	**1171.2**		**$19,559.04**

** denotes 150' corner lot credit

PROJECT 25-05

2025 STREET REHABILITATION

PROJECT AREA 2 (99TH LANE)

CITY OF BLAINE

EXHIBIT NO. 2 - COMMERCIAL/INDUSTRIAL (50%)

PROPOSED FINAL ASSESSMENT ROLL

ASSESSMENT RATE BREAKDOWN

FLAT ASSESSMENT RATE PER FRONT FOOT FOR PAVEMENT REPLACEMENT = $35.72

PROPERTY PIN	PROPERTY ADDRESS	PROPERTY OWNER	ASSESSABLE COMMERCIAL FRONT FOOTAGE		ASSESSMENT RATE PER FRONT FOOT	PROPOSED ASSESSMENT
29-31-23-12-0019	1500 99TH LANE NE	MILLS PROPERTY INVESTMENTS BLAINE LLC	**	88.0	$35.72	$3,143.36
29-31-23-12-0023	1600 99TH LANE NE	T AND D PROPERTIES OF MINNESOTA LLC		150.0	$35.72	$5,358.00
29-31-23-12-0026	1590 99TH LANE NE	1590 99TH LANE LLC		325.0	$35.72	$11,609.00
29-31-23-12-0028	9983 BALTIMORE ST NE	FINZER MINNESOTA REAL ESTATE LLC	**	230.0	$35.72	$8,215.60
29-31-23-12-0029	1520 99TH LANE NE, UNIT 1	VOLK, VICTORIA L		50.0	$35.72	$1,786.00
29-31-23-12-0030	1520 99TH LANE NE, UNIT 2	VOLK, VICTORIA L		50.0	$35.72	$1,786.00
29-31-23-12-0031	1520 99TH LANE NE, UNIT 3	MILLS PROPERTY INVESTMENTS BLAINE LLC		50.0	$35.72	$1,786.00
29-31-23-12-0032	1530 99TH LANE NE	BENGAL INVESTMENTS LLC		50.0	$35.72	$1,786.00
29-31-23-12-0033	9901 CENTRAL AVE NE	MAAS AUTOMOTIVE GROUP LLC	**	0.0	$35.72	$0.00
29-31-23-12-0037	1525 99TH LN NE, UNIT 100	SJ PROPERTIES BLAINE LLC		171.0	$35.72	$6,108.12
29-31-23-12-0038	1551 99TH LANE NE, UNIT 200	SJ PROPERTIES 1551 99TH LANE BLAINE LLC		171.0	$35.72	$6,108.12
	Notes		**TOTAL**	**1335**		**$47,686.20**

** denotes 150' corner lot credit

PROJECT 25-05

2025 STREET REHABILITATION

PROJECT AREA 3 (BALTIMORE STREET - NORTH)

CITY OF BLAINE

EXHIBIT NO. 3 - COMMERCIAL/INDUSTRIAL (50%)

PROPOSED FINAL ASSESSMENT ROLL

ASSESSMENT RATE BREAKDOWN

FLAT ASSESSMENT RATE PER FRONT FOOT FOR MILL AND OVERLAY = $16.70

PROPERTY PIN	PROPERTY ADDRESS	PROPERTY OWNER	ASSESSABLE COMMERCIAL FRONT FOOTAGE		ASSESSMENT RATE PER FRONT FOOT	PROPOSED ASSESSMENT
29-31-23-43-0005	1461 94TH LANE NE	IA PROPERTIES LLC	**	152.0	$16.70	$2,538.40
29-31-23-43-0023	9450 BALTIMORE STREET NE	HALLE PROPERTIES LLC		180.0	$16.70	$3,006.00
29-31-23-43-0024	9410 BALTIMORE STREET NE	ANKITA INC		144.0	$16.70	$2,404.80
	Notes		**TOTAL**	**476**		**$7,949.20**

** denotes 150' corner lot credit

PROJECT 25-05

2025 STREET REHABILITATION

PROJECT AREA 4 (BALTIMORE STREET - SOUTH)

CITY OF BLAINE

EXHIBIT NO. 4 - COMMERCIAL/INDUSTRIAL (50%)

PROPOSED FINAL ASSESSMENT ROLL

ASSESSMENT RATE BREAKDOWN

CONSTRUCTION COSTS*		$58,341	*(CONSTRUCTION COSTS FOR CONCRETE CURB AND DRIVEWAY PAVEMENT)				
ADMINISTRATIVE COSTS		$21,259					
TOTAL COST		$79,600					
	COMMERCIAL/INDUSTRIAL RATE	x 50%	TOTAL FRONT FOOTAGE		COMMERCIAL ASSESSMENT RATE PER FRONT FOOT		ASSESSABLE COMMERCIAL/INDUSTRIAL LOT FRONT FOOTAGE
ASSESSABLE COST		**$39,800**	**÷**	**880.0 LF**	**=**	**$45.23**	**730.0**

PROPERTY PIN	PROPERTY ADDRESS	PROPERTY OWNER		ASSESSABLE COMMERCIAL FRONT FOOTAGE	ASSESSMENT RATE PER FRONT FOOT	PROPOSED ASSESSMENT
29-31-23-43-0001	9305 CENTRAL AVENUE NE	KATH PROPERTIES LLC		180.0	$45.23	$8,140.91
29-31-23-43-0008	9355 BALTIMORE STREET NE	KHAMSY PROPERTIES LLC	**	112.0	$45.23	$5,065.45
29-31-23-43-0024	9410 BALTIMORE STREET NE	ANKITA INC		82.0	$45.23	$3,708.64
29-31-23-43-0026	9330 BALTIMORE STREET NE	HI-LO INC		155.0	$45.23	$7,010.23
29-31-23-43-0027	9360 BALTIMORE STREET NE	CENTRAL SHOPPES LLC		201.0	$45.23	$9,090.68
	Notes		**TOTAL**	**730**		**$33,015.91**

** denotes 150' corner lot credit

City of Blaine
Staff Report

File Number: RES 26-87

Agenda Date	Status
June 1, 2026	
In Control	**File Type**
City Council	Resolution

Approval of Consent Agenda: - Daniel Schluender, Director of Engineering

Agenda Item # 7.12

Resolution for the Addition of Speed Humps on Quincy Boulevard Between Territorial Road and 109th Avenue as an Amendment to the 2026 Quincy Area Street Reconstruction Project, Improvement Project T2604.

Executive Summary

Council is asked to approve a resolution for the addition of speed humps on Quincy Boulevard between Territorial Road and 109th Avenue as an amendment to the 2026 Quincy Area Street Reconstruction Project, Improvement Project No. T2604

Background

At the project open house meeting held on December 16, 2025, staff received feedback from residents regarding traffic volume and speed concerns on Quincy Boulevard between Territorial Road and 109th Avenue. Residents requested speed humps be installed, as part of the upcoming reconstruction project, along this corridor to help reduce speeds. Staff informed the residents that they would need to petition for the installation of speed humps.

Per the City of Blaine Neighborhood Traffic Management Program, any proposed traffic management strategy will not be considered for implementation without the support of 65% of the project neighborhood and 50% of any affected neighborhood. Staff worked with residents to prepare a petition for speed humps which included proposed locations for the speed humps along Quincy Boulevard and a map of affected properties that would be considered as eligible to sign the petition.

A petition was received with signatures from residents fronting Quincy Boulevard from Territorial Road to 109th Avenue and 105th Lane from Quincy Boulevard to east cul-de-sac. Petition signatures were provided from 76% of the project neighborhood homes fronting Quincy Boulevard (46 out of 60) and 69% of the affected neighborhood homes fronting 105th Lane (9 out of 13), meeting the requirements set forth in the City of Blaine Neighborhood Traffic Management Program. Staff has reviewed the petition and will adjust the exact locations of the speed humps as necessary to fit within the constraints

present on the roadway such as storm sewer catch basins, sewer manholes and driveways.

Per the City of Blaine Neighborhood Traffic Management Program, the cost for the installation of speed humps would be split between the project neighborhood (75% of the cost) and the City of Blaine (25% of the cost). A total of six speed humps are proposed along Quincy Boulevard between Territorial Road and 109th Avenue. Staff estimates a construction cost of $5,000 per speed hump, which would be assessed to residents fronting Quincy Boulevard as part of the 2026 Quincy Area Street Reconstruction project per the City of Blaine Neighborhood Traffic Management Program. Costs will be based on actual bid costs and may be higher than estimated. Staff is recommending construction costs associated with the installation of the speed humps be assessed to the benefiting properties on Quincy Boulevard over a period of one year following the completion of the project.

Council officially received the petition at their April 6th meeting and conducted a public hearing on May 4th. At that meeting, council closed the public hearing after receiving comment and directed the item to the next available council workshop for further discussion. At their May 18th workshop meeting, council was able to review the petition in more detail and discussed the various traffic-calming tools in the current Neighborhood Traffic Management Policy. There was a consensus that the petition be granted and that if the speed humps were requested to be removed prior to the need to reconstruct Quincy Boulevard that the cost be placed on the benefiting parcels on Quincy Boulevard between 109th Avenue and Territorial Road.

Strategic Plan Relationship

The project aligns with the City's strategic initiatives for Growth Management and providing a well maintained infrastructure by providing high-quality street surfaces.

Board/Commission Review

Not applicable.

Financial Impact

The project will be funded by a combination of assessments and bond proceeds placed in the City Pavement Management Program Fund and Public Utility Funds. This project was previously identified in the 2025-2029 Capital Improvement Program (CIP) as "2026 Quincy Street Area Street Reconstructions", which was adopted via resolution 24-230 on December 16, 2024, and included a 2025 project budget of $980,000 for pre-construction consulting services. The 2026-2030 CIP was adopted on December 15, 2025, via resolution 25-191, and appropriated an additional $3,190,500 and includes consulting (design, etc.)., construction, and contingency, bringing the total project budget to $4,170,500.

Per standard procedure, no formal budget amendments will be presented until construction bids are opened and officially awarded by the City Council. This approach ensures that any necessary financial adjustments are based on actual market pricing rather than preliminary estimates.

Funding Source	2025 Adopted Budget	2026 Adopted Budget	Total Adopted Budget
Levy Supported Bonds	$980,000	$1,936,000	$2,916,000
Special Assessment Bonds	-	$670,000	$670,000
Water Utility Funds	-	$500,000	$500,000
Sewer Utility Funds	-	$84,500	$84,500
TOTAL	**$980,000**	**$3,190,500**	**$4,170,500**

Public Outreach/Input

The project is being conducted pursuant to MN Statutes, Chapter 429 and is compliant with all public notification requirements thereof.

Staff Recommendation

By motion, adopt the resolution.

Attachment List

1. 26-04 Project Location Map
2. 26-04 Proposed Speed Hump Location Map
3. Speed Hump Detail
4. 26-04 Speed Hump Assessed Parcels Map
5. 26-04 Speed Hump Petition - Signed

City of Blaine

Signature Copy
Resolution: RES 26-87

Resolution for the Addition of Speed Humps on Quincy Boulevard Between Territorial Road and 109th Avenue as an Amendment to the 2026 Quincy Area Street Reconstruction Project, Improvement Project T2604.

WHEREAS, pursuant to Resolution No. 25-195 of the Blaine City Council, adopted on the 15th day of December 2025, a feasibility report was accepted for a project to reconstruct 105th Lane from Quincy Boulevard to east cul-de-sac, 106th Avenue from Jefferson Street to Quincy Boulevard, Madison Street from Territorial Road to 106th Avenue, Madison Street from 106th Avenue to 109th Avenue, Quincy Boulevard from Territorial Road to 109th Avenue, Monroe Drive from Madison Street to 109th Avenue, Madison Street from west cul-de-sac to Madison Street (south of 106th Avenue), Madison Street from west cul-de-sac to Madison Street (north of 106th Avenue); and

WHEREAS, pursuant to Resolution No. 26-8 of the Blaine City Council, adopted on the 5th day of January 2026 by the Blaine City Council, the improvements were ordered as proposed in the feasibility report and the City Engineer was directed to prepare plans and specifications for the making of this improvement; and

WHEREAS, a petition to install speed humps on Quincy Boulevard was submitted to the City with 76% of the project neighborhood homes fronting Quincy Boulevard (46 out of 60) and 69% of the affected neighborhood homes fronting 105th Lane (9 out of 13), meeting the requirements set forth in the City of Blaine Neighborhood Traffic Management Program.

WHEREAS, Resolution No. 26-57 the Blaine City Council, adopted on the 6th day of April, 2026, ordered a public hearing on the proposed amendment; and

WHEREAS, the required notices were published and mailed to benefiting property owners, and the public hearing was held on the 4th day of May, 2026, at which time all persons desiring to be heard were given an opportunity to be heard.

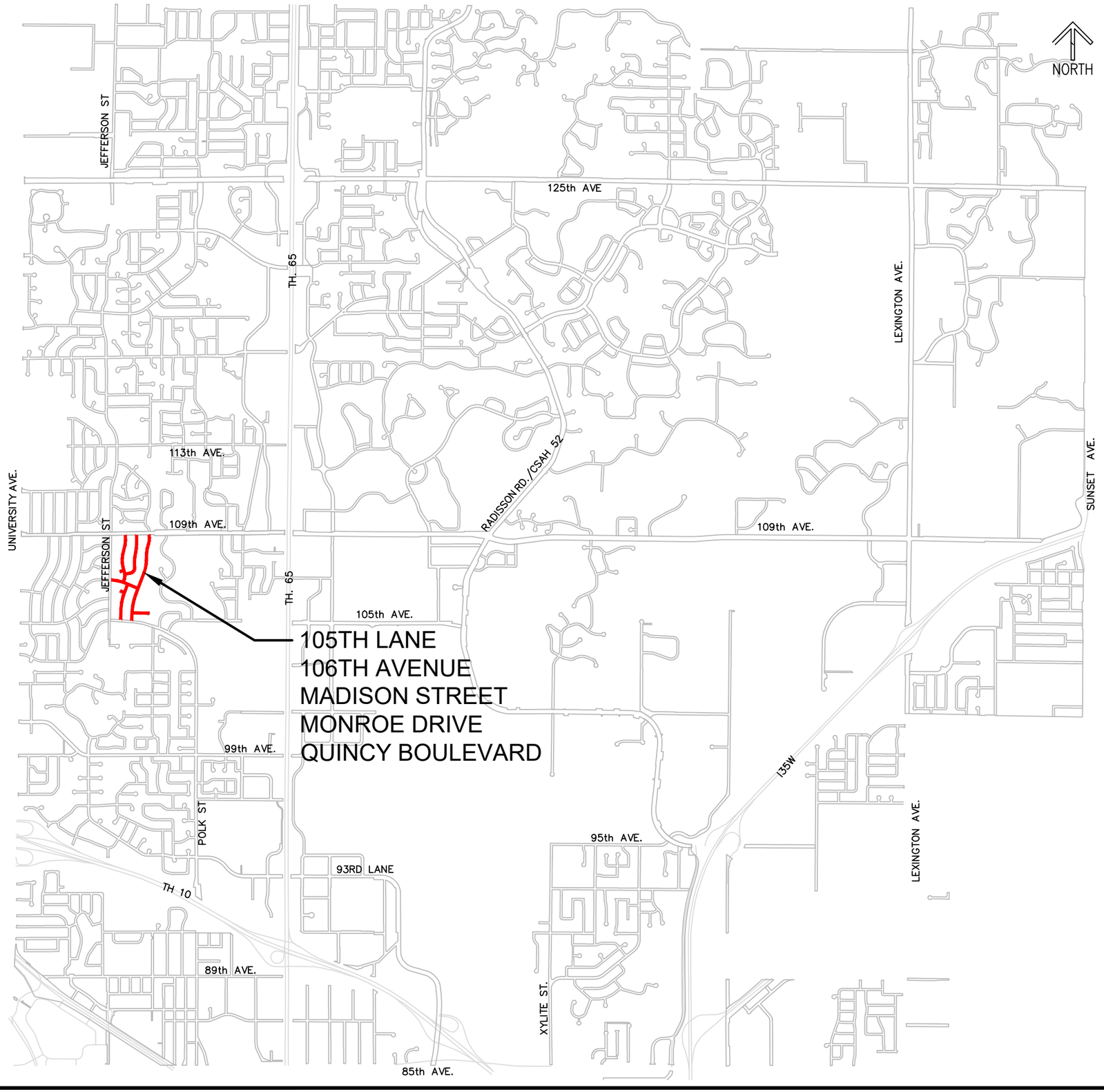
WHEREAS, the Blaine City Council on May 18, 2026, determined that any request to have the requested speed humps removed prior to Quincy Boulevard need to be reconstructed in the future declared all costs to remove them would be placed upon all parcels on Quincy Boulevard.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Blaine as follows:

1. Such improvements are hereby amended to include the petitioned for speed humps on Quincy Boulevard, finding the amended improvements necessary, cost-effective, and feasible, resulting in a benefit to the properties proposed to be assessed and will consider the assessment of benefiting property for all or a portion of the cost of the proposed speed humps pursuant to the Minnesota Statutes, Chapter 429, at an estimated total cost of the speed humps of $30,000.

2. The City Council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of tax-exempt bonds.

PASSED by the City Council of the City of Blaine this 1st day of June, 2026.



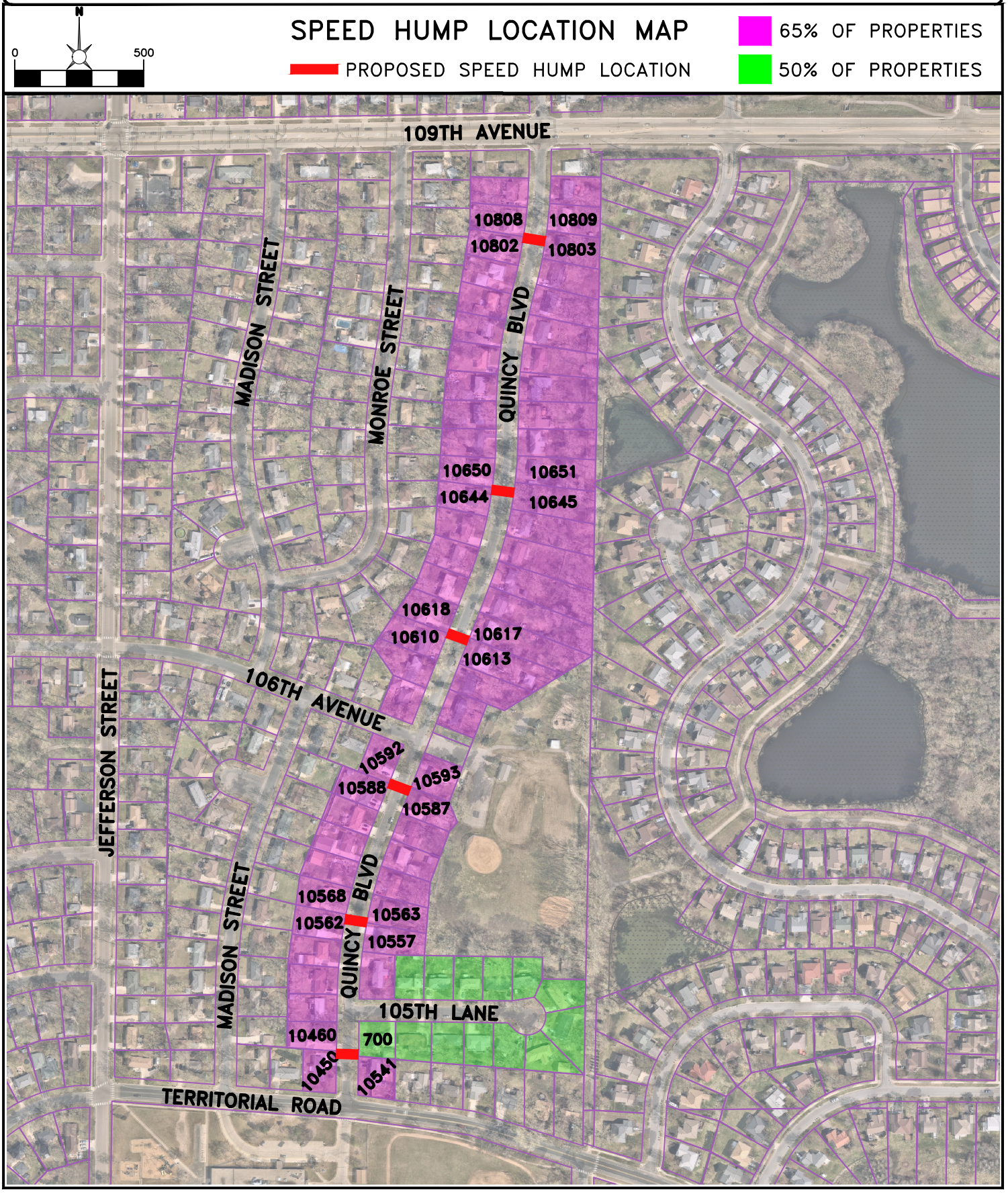
2026 QUINCY AREA STREET RECONSTRUCTION

CITY OF BLAINE
PAVEMENT MANAGEMENT PROGRAM

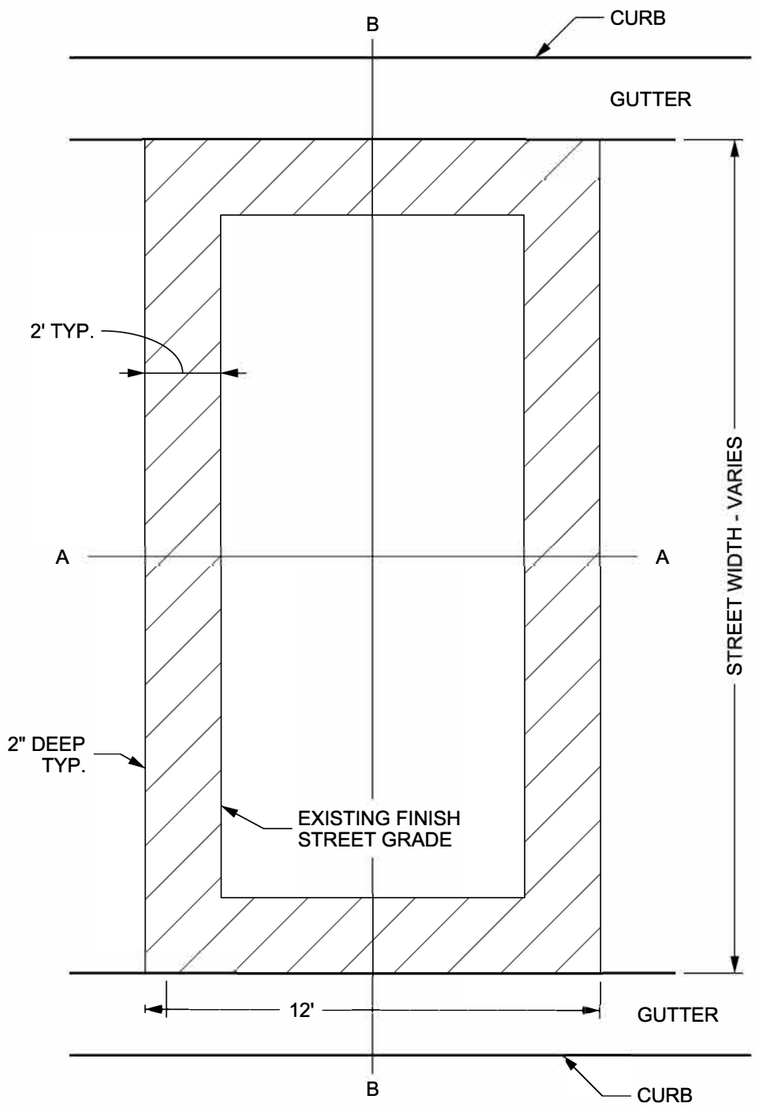
ENGINEERING DEPARTMENT
10801 Town Square Drive, Blaine, Minnesota 55449
Phone (763) 785-6172

CITY OF BLAINE

2026 QUINCY AREA STREET RECONSTRUCTION PROJECT



PAVEMENT REMOVAL PLAN VIEW

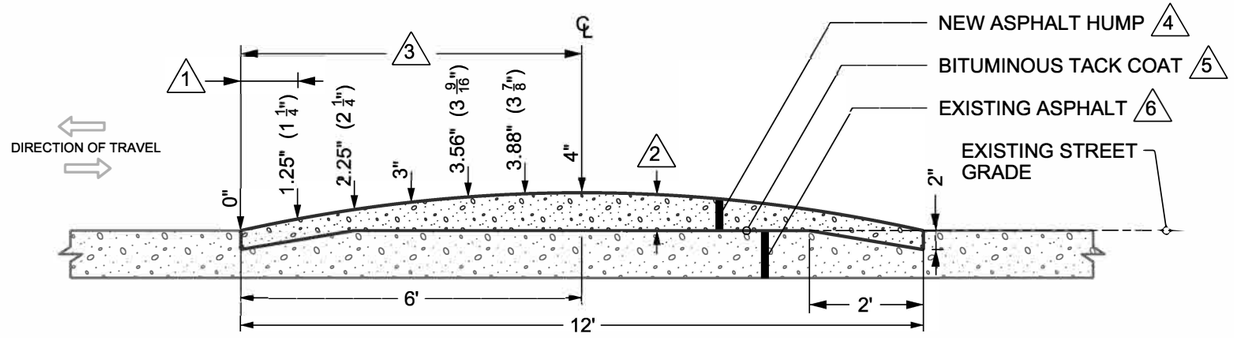


MILL HATCHED AREA: 2-FEET WIDE INSIDE THE PERIMETER OF THE SPEED HUMP.

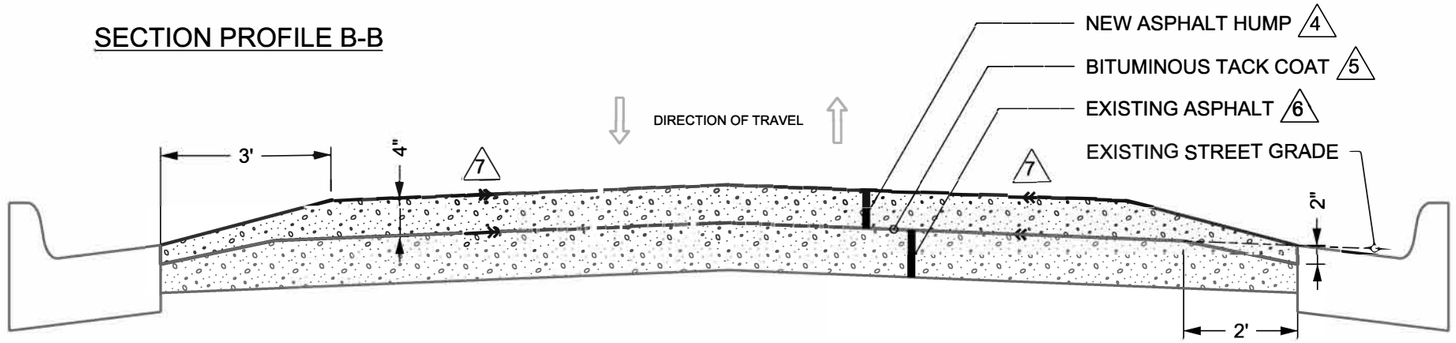
MILL DEPTH AT OUTSIDE EDGE IS 2-INCHES FROM EXISTING FINISHED GRADE.

MILL DEPTH AT INSIDE EDGE IS 0-INCHES (OR EQUAL TO EXISTING FINISH STREET GRADE).

SECTION PROFILE A-A



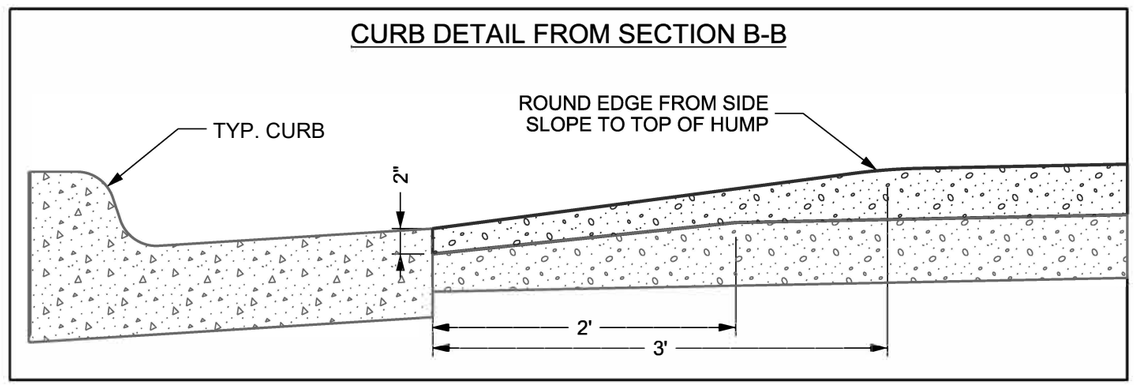
SECTION PROFILE B-B



SECTION PROFILE NOTES:

1. DIMENSIONS SHOWN ARE AT 1' INCREMENTS.
2. DIMENSIONS SHOWN ARE MEASURED FROM THE EXISTING FINISHED GRADE.
3. ALL ASPHALT HUMP DIMENSIONS ARE SYMMETRICAL ABOUT CENTERLINE OF HUMP.
4. ASPHALT MIX TYPE SPWEA540L.
5. BITUMINOUS TACK COAT (MNDOT SPEC 2357 TYP.) IS APPLIED TO THE ENTIRE MILLED AREA AND INTERIOR EXISTING ASPHALT.
6. DEPTH OF EXISTING ASPHALT VARIES. TYPE 12.5 NON-WEARING COURSE MIXTURE (MNDOT SPEC 2360) IS TYPICAL.
7. GRADE OF SPEED HUMP ACROSS STREET WIDTH IS THE SAME AS THE EXISTING GRADE OF THE STREET.

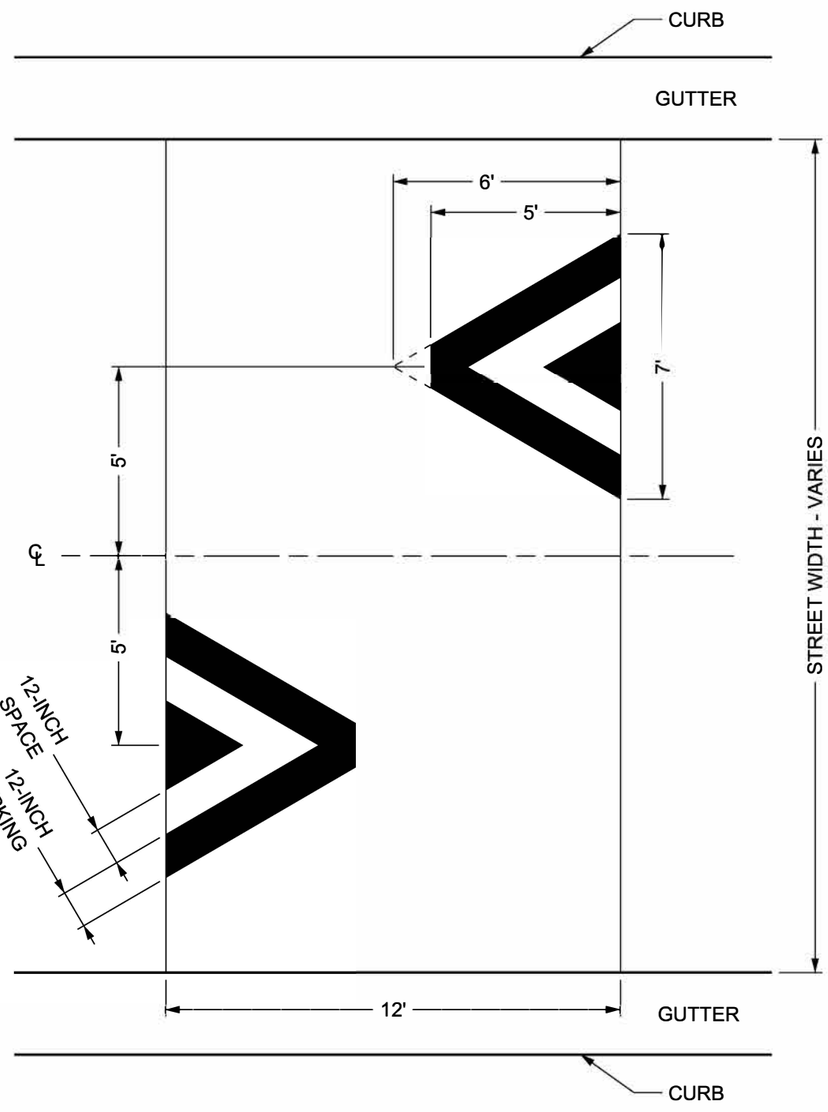
CURB DETAIL FROM SECTION B-B



NOT TO SCALE

TYPICAL SPEED HUMP CONSTRUCTION ON ASPHALT ROADWAY	STANDARD PLATE

PAVEMENT MARKING PLAN VIEW



PAVEMENT MARKINGS FOR SPEED HUMPS ARE 12-INCHES WIDE, INSTALLED IN WHITE, AND INSTALLED 5' ON CENTER FROM THE CENTERLINE OF THE STREET

NOT TO SCALE

SPEED HUMP SIGNING & STRIPING	STANDARD PLATE

SIGNS



W17-1A

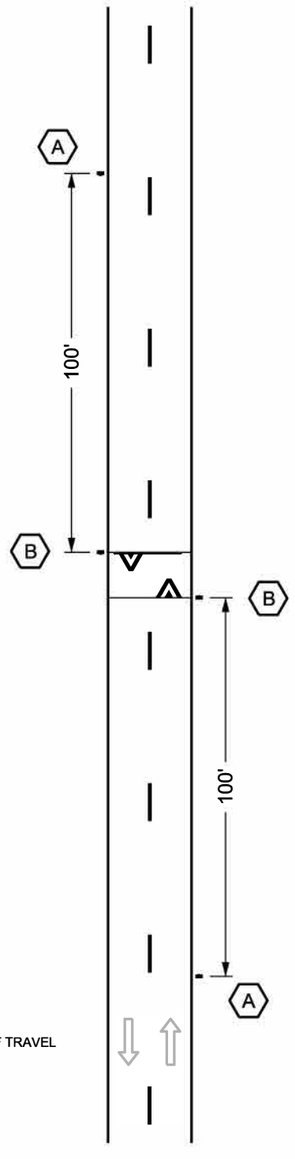
(30" X 30")



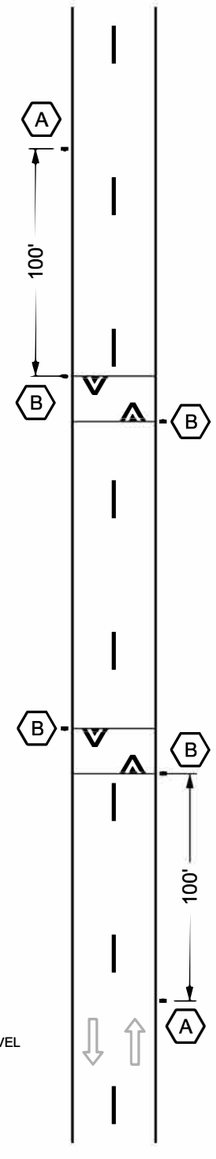
W17-1

(30" X 30")

TYPICAL SIGNING LAYOUT - 1 HUMP



TYPICAL SIGNING LAYOUT - 2 HUMPS



CITY OF BLAINE

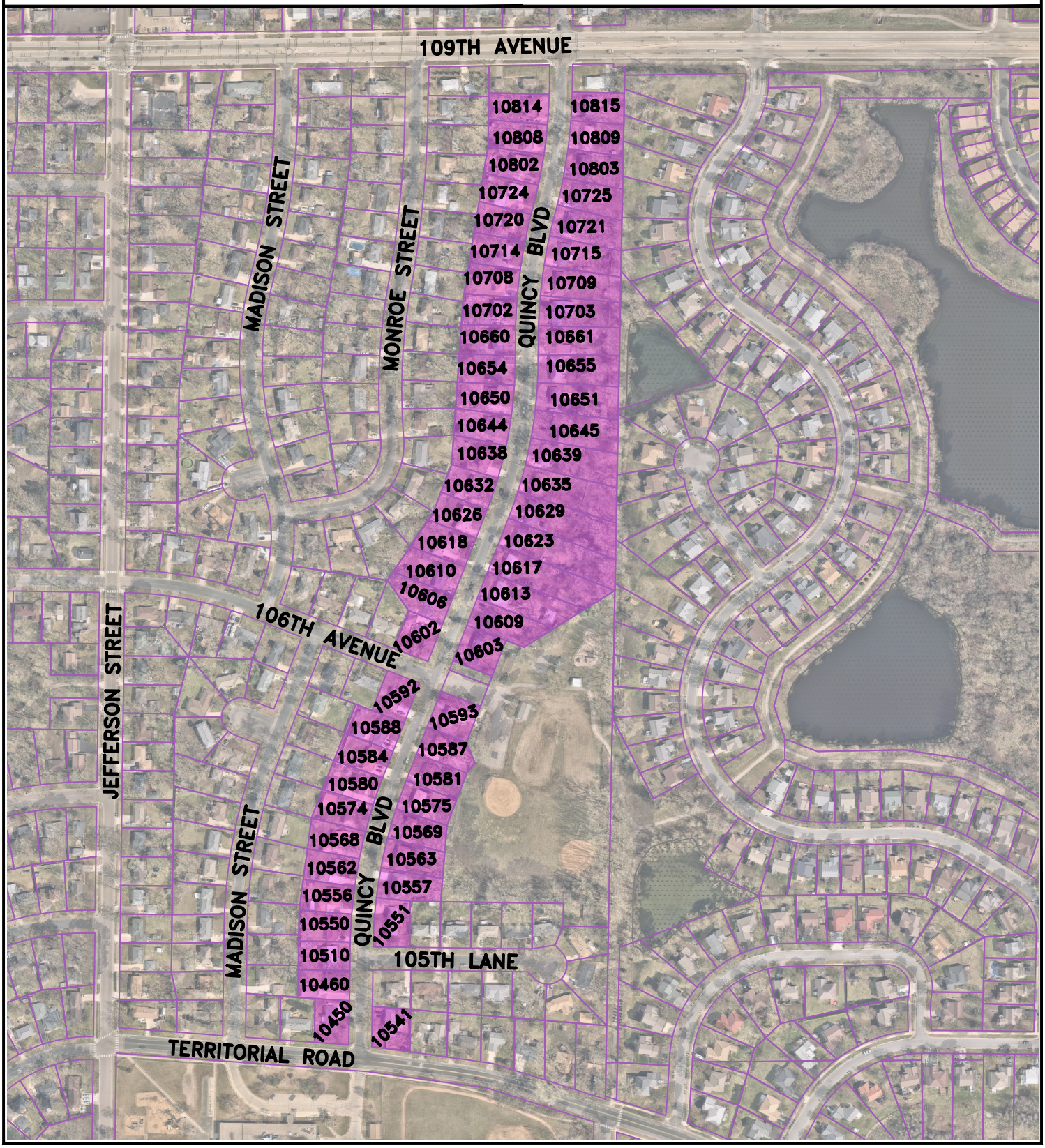
2026 QUINCY AREA STREET RECONSTRUCTION PROJECT

SPEED HUMP LOCATION MAP

N

0 500

SPEED HUMP ASSESSABLE PROPERTIES



PETITION FOR LOCAL IMPROVEMENT

CONSTRUCTION OF SPEED HUMPS
ON QUINCY BLVD FROM TERRITORIAL ROAD TO 109TH AVENUE

Date: March 17, 2021

Blaine City Council
Blaine, Minnesota 55449

Mayor and Council Member:

We, the undersigned, owners of real property, representing not less than 65% of the properties fronting Quincy Boulevard and not less than 50% of the properties fronting 105th Lane herein as the location of the improvement, which location is described as follows:

- Quincy Boulevard from Territorial Road to 109th Avenue
- 105th Lane from Quincy Boulevard east to cul-de-sac

Do hereby petition that said area be improved by construction of public improvements as follows:

Construction of speed humps at the below locations:

- Lot line between 10450 & 10460 Quincy Boulevard
- Lot line between 10557 & 10563 Quincy Boulevard
- Lot line between 10588 & 10592 Quincy Boulevard
- Lot line between 10610 & 10618 Quincy Boulevard
- Lot line between 10650 & 10654 Quincy Boulevard
- Lot line between 10802 & 10808 Quincy Boulevard

The cost of said improvements will be assessed against the benefiting properties, as authorized by Minnesota Statutes Chapter 429. Installation costs are estimated to be $5,000 per speed hump. **75% of the total actual cost will be assessed equally to all properties fronting Quincy Boulevard between Territorial Road and 109th Avenue, and the remaining 25% of the total actual cost will be paid by the City of Blaine.**

PETITION FOR LOCAL IMPROVEMENT

CONSTRUCTION OF SPEED HUMPS
ON QUINCY BLVD FROM TERRITORIAL ROAD TO 109TH AVENUE

Signature of Owner	Property Address	Date
Tony Rome	10460 Quincy Blvd. NE Blaine, MN 55434	2-16-2026
AnaBella Salvadore AnaBella Salvadore	700 105th Lane NE Blaine, MN 55343	2/16/2026
	720-105th LN NE	2/16/2026
Mary Seals	736 105th lane NE	2/16/2026
Stacy Kenney	730 105 LANE NE Blaine MN 55434	651-214-2017
Kristy William Wood	736 105th Lane NE	763 656 9626

PETITION FOR LOCAL IMPROVEMENT

CONSTRUCTION OF SPEED HUMPS
ON QUINCY BLVD FROM TERRITORIAL ROAD TO 109TH AVENUE

Signature of Owner	Property Address	Date
[signature]	731 105th LANE NE	2/16/26
[signature]	719 105th LN	2/16/26
[signature]	10550 Quincy Blvd NE	2/16/26
[signature]	10569 Quincy BLVD NE	2-16-26
[signature]	10574 Quincy Blvd NE	2-16-26
[signature]	10580 Quincy Blvd	2-16-26

PETITION FOR LOCAL IMPROVEMENT

CONSTRUCTION OF SPEED HUMPS
ON QUINCY BLVD FROM TERRITORIAL ROAD TO 109TH AVENUE

Signature of Owner	Property Address	Date
Martin Manoghic	10525 Quincy BLVD NE Blaine, MN 55434	2/16/26
Marie Larson	10584 Quincy	2-16-26
Jan M Kellen	10587 QUINCY BLD	2-16-26
Maureen Richardson	10592 Quincy	2-16-26
Cecelia Colon	10560 Quincy Blvd NE	2/23/2026
Glenna Converse	10556 Quincy Blvd	2-23-2026

PETITION FOR LOCAL IMPROVEMENT

CONSTRUCTION OF SPEED HUMPS
ON QUINCY BLVD FROM TERRITORIAL ROAD TO 109TH AVENUE

Signature of Owner	Property Address	Date
Irene Swanson	10543 Quincy Blvd	3/2/06
Susan White Rose	10551 Quincy Blvd NE	3/2/06
Ana Gallo	10602 Quincy Blvd NE	3/2/26
Dan Miller	10613 Quincy Blvd. NE	3/2/26
Diane O'Brien	10617 Quincy Blvd NE	3/2/2026
Martha Boe	10638 Quincy Blvd NE	3/2/26
Cathy Stoltzmann	10639 Quincy Blvd NE	3/2/26

PETITION FOR LOCAL IMPROVEMENT

CONSTRUCTION OF SPEED HUMPS
ON QUINCY BLVD FROM TERRITORIAL ROAD TO 109TH AVENUE

Signature of Owner	Property Address	Date
[illegible]	10626 Quincy Blvd NE	3-2-26
[illegible]	10603 Quincy Blvd NE	3-2-26
[illegible]	10632 Quincy Blvd	3/6-/26
[illegible]	10635 Quincy Blvd NE	3-6-26
[illegible]	10654 Quincy Blvd	3/6/2026
[illegible]	10660 Quincy	3-7-26
[illegible]	10703 Quincy Blvd	3-7-24
[illegible]	10720 Quincy Blvd	3-7-26

PETITION FOR LOCAL IMPROVEMENT

CONSTRUCTION OF SPEED HUMPS
ON QUINCY BLVD FROM TERRITORIAL ROAD TO 109TH AVENUE

Signature of Owner	Property Address	Date
	10721 Quincey Ave	March 7, 2026
Michelle Rogers	10803 Quincy BLVD NE	March 7, 26
	10802 Quincy BLVD NE	
	10809 Quincy BLVD NE	March 7, 2026
	10809 Quincy BLVD NE	March 7, 2026
Steve Kane	10608 Quincy BLVD NE	3-7-2026
	10650 Quincy BLVD NE	3/7/2026
	10651 Quincy Blvd NE	3/7/26
	10644 Quincy Blvd NE	3/8/26
	10714 Quincy Blvd NE	3/8/26

PETITION FOR LOCAL IMPROVEMENT

CONSTRUCTION OF SPEED HUMPS
ON QUINCY BLVD FROM TERRITORIAL ROAD TO 109TH AVENUE

Signature of Owner	Property Address	Date
[signature]	10724 Quincy Blvd NE	3/8/26
Kristi Nordland	714 105th Ln NE	3/8/26
[signature]	725 105th Ln NE	3/8/2026
Marilyn Behrendt	10450 Quincy Blvd.	3-8-26
Brady Monsaas	10645 Quincy Blvd NE	3-9-26
Karen Hansen	10457 Quincy Blvd NE	3/10/26

PETITION FOR LOCAL IMPROVEMENT

CONSTRUCTION OF SPEED HUMPS
ON QUINCY BLVD FROM TERRITORIAL ROAD TO 109TH AVENUE

Signature of Owner	Property Address	Date
[signature]	10708 Quincy Blvd. NE Blaine 55434	3-10-26
[signature]	10715 Quincy Blvd NE	3/14/26
[signature]	10815 Quincy Blvd NE	3/14/2026.
Shannon Carney	10629 Quincy Blvd	3/14/2026
[signature]	10615 Quincy Blvd NE	3-14-26
~~[signature]~~		
[signature]	10814 Quincy Blvd NE Blaine MN 55434	3/17/26
[signature]	10609 Quincy Blvd NE Blaine, MN 55434	3/17/26

PETITION FOR LOCAL IMPROVEMENT

CONSTRUCTION OF SPEED HUMPS ON QUINCY BLVD FROM TERRITORIAL ROAD TO 109TH AVENUE

The petitioners certify that the ownership information on this petition is true and correct to the best of their knowledge, and that the petitioners have disclosed the existence of any unrecorded interests in the real property to be served by construction of these improvements.

This petition was circulated by:

Nicole Berg
Name of Petitioner

763-442-2271
Telephone No.

10651 Quincy Blvd. NE
Street

Blaine, MN 55434
City/State/Zip

Examined, checked, and found to be in proper form and to be signed by the required number of owners of property affected by the making of the improvements petitioned for, in accordance with Minnesota Statutes Section 429.035.

City Clerk

City of Blaine
Staff Report

File Number: RES 26-112

Agenda Date	Status
June 1, 2026	
In Control	**File Type**
City Council	Resolution

Approval of Consent Agenda: - Daniel Schluender, Director of Engineering

Agenda Item # 7.13

Resolution to Receive Petition and Order Public Hearing for Vacation of a portion of the Ponding Drainage and Utility Easement as documented and recorded per Document No. 1979449.001, lying South of the North 105.00 feet of the Northwest Quarter of the Northwest Quarter of Section 21, Township 31, Range 23, Anoka County, Minnesota; Vacation No. V26-05

Executive Summary

The City received a petition dated May 19, 2026, from Mike Pokorney, representing Blaine Town Center West, LLC, requesting the vacation of a portion of the ponding drainage and utility easement as documented and recorded per Document No. 1979449.001, which lies South of the North 105.00 feet of the Northwest Quarter of the Nortwest Quarter of Section 21, Township 31, Range 23, Anoka County Minnesota; see Attached Exhibit A for Description.

Background

The existing ponding, draining and utility easement is no longer needed; updated easements will be platted with the new proposed development plat. Engineering staff has reviewed the request and agrees with the vacation.

Schedule of Actions

06/01/2026	**Receive Petition and Order Public Hearing**
07/06/2026	Public Hearing and Adopt Vacation Resolution

Strategic Plan Relationship

This item is part of the city's strategic plan for Growth Management.

Board/Commission Review

This item was not presented to any boards or commissions. Public input will be received by council at the Public Hearing on July 6, 2026.

Financial Impact

No Financial Impact to the city for this request.

Public Outreach/Input

Notice will be officially published for the calling of the Public Hearing on July 6, 2026.

Staff Recommendation

By motion, adopt the Resolution.

Attachment List

1. West District Easement Vacation Petition - signed 5-20-2026
2. Exhibit A - West District Easement

City of Blaine

Signature Copy

Resolution: RES 26-112

Resolution to Receive Petition and Order Public Hearing for Vacation of a portion of the Ponding Drainage and Utility Easement as documented and recorded per Document No. 1979449.001, lying South of the North 105.00 feet of the Northwest Quarter of the Northwest Quarter of Section 21, Township 31, Range 23, Anoka County, Minnesota; Vacation No. V26-05

WHEREAS, the City Council has received a petition dated the 19th day of May, 2026, requesting the vacation of a portion of the ponding drainage and utility easement as documented and recorded per Document No. 1979449.001, which lies South of the North 105.00 feet of the Northwest Quarter of the Northwest Quarter of Section 21, Township 31, Range 23, Anoka County, Minnesota; as shown in Exhibit A (attached); and

WHEREAS, the Engineering Department has reviewed the petition and recommends that the City Council hold a Public Hearing on the requested vacation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine as follows:

1. The Council will consider the petitioned vacation of easements for the property owners.

2. A Public Hearing shall be held on the proposed vacation at 7:00 PM on the 6th day of July, 2026 and the City Clerk shall give mailed and published notice of such hearing and vacation as required by law.

PASSED by the City Council of the City of Blaine this 1st day of June, 2026.

Petition to Vacate

City of Blaine
10801 Town Square Drive NE, Blaine MN 55449
Engineering Department
phone: 763-785-6172 | **BlaineMN**.*gov*

Engineering

PETITION TYPE

X **Vacation of Easement**

Vacation of Right-of-Way

PROPERTY INFORMATION

I/We, the undersigned, represent a majority of the property owners abutting or adjacent to the area described below:

Address/Legal Description: That part of the ponding, drainage and utility easement per Document No. 1979449.001, lying South of the North 105.00 feet of the Northwest Quarter of the Northwest Quarter of Section 21, Township 31, Range 23, Anoka County, Minnesota

REASON FOR VACATION

Description of Request: The existing ponding, drainage and utility easement is no longer needed; updated Easements will be platted with the new proposed development plat.

PROPERTY OWNER SIGNATURE

Signature of Owner: Todd M Johnson Date: May 19, 2026

Printed Name: Todd M Johnson

APPLICATION FEES AND REQUIREMENTS

Application Fee

$250 for first lot for single-family residential plus $50 for each additional lot

X $500 for all others

Supporting Documentation (to be included with application):

X Exhibit including Legal Description of property in pdf format (i.e. survey, drawing)

Letter of Authorization (if applicable)

GENERAL CONDITIONS

By signing this petition, the undersigned agree to waive any and all claims for damages resulting from the vacation and discontinuance of the described easement or right-of-way.

APPLICANT INFORMATION

Name of Petitioner/Applicant: Blaine Town Center West, LLC – Mike Pokorney

Address: 3020 France Ave S City, State, Zip: St. Louis Park, MN 55426

Phone: 612-900-5782 Email: mpokorney@badercompanies.com

APPLICANT SIGNATURE

Applicant Signature: Date: 5/20/26

SUBMITTAL AND PAYMENT INFORMATION

Submit completed form, fee, and supporting documentation to:

City of Blaine
Engineering Department
10801 Town Square Drive NE
Blaine, MN 55449

Email: tbarnes@blainemn.gov

Payment:

- Fee is due with application.
- Check or credit card accepted.
- A 3% transaction fee applies to all credit card payments.
- Call 763-785-6172 to pay by credit card.

FOR CITY USE ONLY

Date Received: _____

Vacation File Number: _____

Council Presentation Date: _____

Date of Public Hearing: _____ Resolution No. _____

Council Decision:

Approved

Denied (Reason for denial): _____

EXHIBIT A

Easement Vacation Description
May 15, 2026

That part of the ponding, drainage and utility easement per Document No. 1979449.001, lying South of the North 105.00 feet of the Northwest Quarter of the Northwest Quarter of Section 21, Township 31, Range 23, Anoka County, Minnesota, described as follows:

Commencing at the southwest corner of the North 75.00 feet of the East 215.00 feet of said Northwest Quarter of the Northwest Quarter; thence North 89 degrees 51 minutes 10 seconds West, bearing assumed, along the south line of said North 75.00 feet of the Northwest Quarter of the Northwest Quarter, 423.02 feet to the point of beginning of the easement to be described; thence South 52 degrees 11 minutes 18 seconds East 385.12 feet; thence South 45 degrees 24 minutes 12 seconds West 215.92 feet; thence North 33 degrees 38 minutes 12 seconds West 238.06 feet; thence South 33 degrees 56 minutes 51 seconds West 160.41 feet; thence North 90 degrees 00 minutes 00 seconds West 59.36 feet; thence North 00 degrees 00 minutes 00 seconds East 322.91 feet to said south line of the North 75.00 feet of the Northwest Quarter of the Northwest Quarter; thence South 89 degrees 51 minutes 10 seconds East, along said south line of the North 75.00 feet of the Northwest Quarter of the Northwest Quarter, 130.30 feet to the point of beginning.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

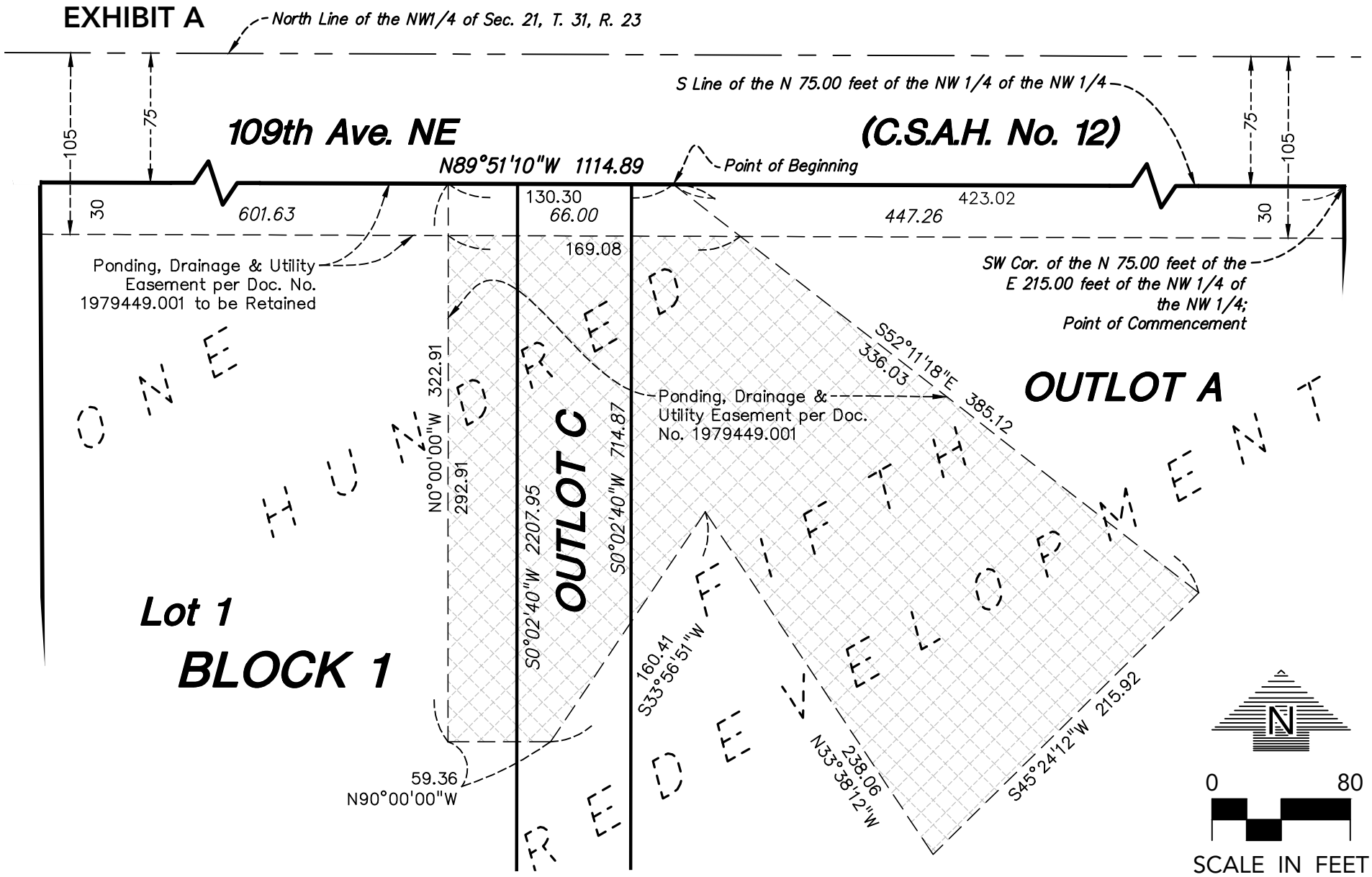
Max L. Stanislowski - PLS License No. 48988 05/15/26 Date

LOUCKS

Loucks Project No. 23026E

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EXHIBIT A



I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Max L. Stanislowski - PLS License No. 48988 05/15/26 Date

LEGEND

VACATION AREA
87,709 +/- SQUARE FEET

LOUCKS

Loucks Project No. 23026E

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City of Blaine
Staff Report

File Number: 2026-125

Agenda Date	Status
June 1, 2026	
In Control	**File Type**
City Council	Ordinance

7:00 PM - Public Hearing and Items Published for a Certain Time - Erik Thorvig, City Manager

Agenda Item # 8.1

Public Hearing on Proposed Franchise Ordinances for Connexus Energy (Electric Energy), Northern States Power Company d/b/a Xcel Energy (Electric and Gas Energy)

Executive Summary

Background

City charter states that two publications of the required public hearing occur in the city's official newspaper before any franchise ordinance is adopted or any rates charged by a public utility can be fixed by the council. The publications occurred on May 8 and May 22, 2026, in the *Blaine/Spring Lake Park Life.* Public comments will be accepted and received into the record, which allows the public to comment while providing time to ensure full compliance with notice requirements.

Upcoming schedule for adoption of proposed franchise ordinances:

June 1	• Open the public hearing and allow comments • Continue the public hearing
June 15	• Reconvene the public hearing • 1st reading of proposed ordinances • Continue the public hearing
July 6	• Reconvene, then close the public hearing • 2nd reading and adoption of proposed ordinances

Strategic Plan Relationship

Board/Commission Review

Financial Impact

Public Outreach/Input

Staff Recommendation

Open the public hearing, allow comments, and continue the public hearing for July 6, 2026.

Attachment List

1. PROPOSED Franchise Ordinance - Connexus (Electric)
2. PROPOSED Franchise Ordinance - NSP (Xcel Electric)
3. PROPOSED Franchise Ordinance - NSP (Xcel Gas)

Public Hearing and First Reading

Ordinance Granting to Connexus Energy, a Minnesota Cooperative Association, Its Successors and Assigns, Permission to Construct, Operate, Repair and Maintain in the City of Blaine, Minnesota, an Electric Distribution System and Transmission Lines, Including Necessary Poles, Lines, Fixtures and Appurtenances, for the Furnishing of Electric Energy to the City, its Inhabitants, and Others, and to Use the Public Ways and Public Grounds of the City for Such Purposes, and Prescribing Certain Terms and Conditions Thereof

THE CITY OF BLAINE DOES ORDAIN:

Sec. 1. Definitions.

For purposes of this ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

1.1. *City.* The City of Blaine, County of Anoka, State of Minnesota.

1.2. *City utility system.* Facilities used for providing public utility service owned or operated by the City or agency thereof, including sewer and water service, but excluding facilities for providing heating, lighting, or other forms of energy.

1.3. *Commission.* The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government that preempts all or part of the authority to regulate electric retail rates now vested in the Minnesota Public Utilities Commission.

1.4. *Company.* Connexus Energy, a Minnesota cooperative association, its successors, and assignees.

1.5. *Electric facilities.* Electric transmission and distribution towers, poles, lines, guys, anchors, conduits, fixtures, and necessary appurtenances owned, operated or otherwise used by the Company for the purpose of providing electric energy for public use.

1.6. *Non-betterment costs.* Cost incurred by Company from relocation, removal, or rearrangement of electric facilities that do not result in an improvement to the electric facilities.

1.7. *Notice.* A writing served by any party or parties on any other party or parties. Notice to the Company shall be mailed to the President and CEO, Connexus Energy, 14601 Ramsey Blvd., Ramsey, MN 55303. Notice to City shall be mailed to the City Manager, City of Blaine, 10801 Town Square Drive NE, Blaine, MN 55449. Either party may change its respective address for the purpose of this ordinance by written notice to the other party.

1.8. *Effective date.* The date on which the ordinance becomes effective under section 2.2.

1.9. *Public way.* Any street, alley, walkway, or other public rights-of-way within the City.

1.10. *Public ground.* Land owned or otherwise controlled by the City for parks, trails, open space or similar purpose, which is held for use in common by the public or for the public benefit.

Sec. 2. Franchise.

2.1. *Grant of franchise.* City grants Company, for a period of 20 years from the date of passage of this ordinance, the non-exclusive right to transmit and furnish electric energy for light, heat, power, and other purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, the Company may construct, operate, repair, and maintain electric facilities in, on, over, under, and across the public ways and public grounds of City subject to the provisions of this ordinance. Company may do all things reasonably necessary or customary to accomplish these purposes, subject however to such reasonable regulations as may be imposed by the City pursuant to its ordinances and the provisions of this franchise agreement, and consistent with state laws and rules.

2.2. *Effective date; written acceptance.* This franchise shall be effective from and after its passage and its acceptance by the Company, and its publication as required by law. An acceptance by the Company must be filed in writing with the City clerk within 60 days after publication of this ordinance.

2.3. *Service rates and area.* The service to be provided and the rates to be charged by Company for electric service in City currently are subject to the jurisdiction of the public utilities commission. The area within the City in which the Company may provide electric service currently is subject to the provisions of the M.S.A. § 216B.40.

2.4. *Publication expense.* The expense of publication of this ordinance shall be paid by the Company.

2.5. *Dispute resolution.* If the City or the Company asserts that the other party is in default in the performance of any obligation hereunder, the complaining party must notify the other party in writing of the default and the desired remedy. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days after service of the Notice, the parties may jointly select a mediator to facilitate negotiation. The parties will share equally the fees and expenses of the mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in district court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity.

Sec. 3. Location, other regulations.

3.1. *Location of facilities.* Electric facilities shall be located, constructed, installed, and maintained so as not to interfere with the safety and convenience of ordinary travel along and over public ways or of public grounds and so as not disrupt normal operation of any City utility system previously installed therein. Electric facilities shall be located on public grounds only as determined by City. Company's construction, reconstruction, operation, repair, maintenance, and location of electric facilities shall be subject to other ordinances and regulations of the City and consistent with the authority granted the City to manage its public ways and public grounds under state law. Under this franchise agreement the City does not relinquish its police power regulatory authority and Company does not relinquish its eminent domain authority. Company may abandon underground electric facilities in place only if it has first received written approval from the City to do so and that at City's request Company removes abandoned electric facilities, including metal conduit or concrete enclosed conduit interfering with a City improvement project or other franchised utility or as otherwise required by Minnesota Rules Part 7819.3300.

3.2. *Field locations.* The Company shall provide field locations for its underground electric facilities within City consistent with the requirements of M.S.A. ch. 216D. Company shall provide accurate and current mapping information for any of its Electrical Facilities in accordance with Minnesota Rules Parts 7819.4000 and 7819.4100 and other applicable state and federal laws.

3.3. *Street openings.* Company shall not open or disturb the surface of any public way or public ground for any purpose without first having obtained a permit from the City, for which the City may impose a reasonable fee. Any conditions imposed on the Company must not be more burdensome than those imposed on other utilities for similar facilities or work. Company may, however, open and disturb the surface of any public way or public ground without permission from the City where an emergency exists requiring the immediate repair of electric facilities. In such event, Company shall notify City to the office designated by the City before commencement of the emergency repair, if possible, and as soon as practicable. On the next business day after commencement of the emergency repair, Company shall obtain any required permits and pay any required fees and costs pursuant to City ordinance. In the event that there is no franchise fee imposed pursuant to section 8.1, the City retains the right to charge a permit fee.

3.4. *Restoration.* After undertaking any work requiring the opening of any public way or public ground, Company must restore the same, including paving and its foundation, in accordance with Minnesota Rules Part 7819.1100, to as good a condition as formerly existed and shall maintain any paved surface in good condition for two years thereafter. The work must be completed as promptly as weather reasonably permits. If the Company does not promptly perform and complete the work, remove all dirt, rubbish, equipment and

material, and restore the public way or public ground in the said condition, the City shall have, after demand to the Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City, including its administrative expense and overhead, plus ten percent additional as liquidated damages. This remedy shall be in addition to any other remedies available to the City for noncompliance with this section 3.4.

3.5. *Shared use of poles.* The Company must make space available on its poles and towers for City fire, water utility, police or other City facilities whenever such use will not interfere with the use of such poles or towers by Company, by another electric utility, by a telephone utility, or by any cable television company or other form of communication company. In addition, City shall pay for any added cost incurred by Company because of such City use.

3.6. *Notice of improvements.* The City must give Company reasonable notice of plans for improvements to public ways or public grounds where the City has reason to believe that electric facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements; (ii) the public ways and public grounds upon which the improvements are to be made; (iii) the extent of the improvements; (iv) the time when the City will start the work; and (v) if more than one public way or public ground is involved, the order in which the work is to proceed. The notice must be given to Company a sufficient length of time in advance of the actual commencement of the work to permit Company to make any necessary additions, alterations or repairs to its electric facilities. The City may require the Company to install electric service connections to properties prior to such paving or resurfacing if it is apparent that electrical service will be required during the five years following the paving or resurfacing.

3.7. *Tree trimming.* The Company may trim all trees and shrubs in the public ways and public grounds of the City interfering with the proper construction, operation, repair and maintenance of any electric facilities installed hereunder; provided that Company must save City harmless from any liability arising therefrom, and subject to permit or other reasonable regulations by City. Except in the case of an emergency, Company shall provide notice to residents not less than 72-hours before any trees or shrubs upon their property are trimmed.

3.8. *Company protection of electric facilities.* The Company must take reasonable measures to prevent the electric facilities from causing damage to persons or property. The Company must take reasonable measures to protect the electric facilities from damage that could be inflicted by persons, property, or the elements. The Company must take protective measures when the City performs work near the electric facilities, if given reasonable notice by the City of such work prior to its commencement. Nothing in this ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging electric facilities while performing any activity.

Sec. 4. Relocations.

4.1. *Relocation of electric facilities in public ways.* The Company shall comply with the requirements of this agreement, Minnesota Rules Part 7819.3100 and 7819.3200, and other applicable laws relating to relocation of Electronic Facilities. Except as provided in section 4.4, if the City determines to vacate a public way for a City improvement project, or at the City's cost to grade, regrade or change the alignment of any public way, or construct or reconstruct any City utility system in any public way, the City may order Company to relocate its electric facilities located therein. Company shall relocate its electric facilities at its own expense. The City must give the Company reasonable notice of plans to vacate for a City improvement project, or to grade, regrade, or change the alignment of any public way or to construct or reconstruct any City utility system. If a relocation is ordered within five years of a prior relocation of the same electric facilities, which was made at Company expense, the City shall reimburse Company for non-betterment costs on a time and material basis without markup. If any subsequent relocation is required because of the extension of a City utility system to a previously unserved area, Company may be required to make the subsequent relocation at its own expense. Nothing in this ordinance requires the Company to relocate, remove, replace or reconstruct at its own expense its electric facilities where such relocation, removal, replacement or reconstruction is solely for

the convenience of the City and is not reasonably necessary for the construction or reconstruction of a public way or City utility system or other City improvement.

4.2. *Relocation of electric facilities in public ground.* Except as may be provided in section 4.4, the City may require the Company, at the Company's expense, to relocate or remove its electric facilities from public ground upon a finding by City that the electric facilities have become or will become a substantial impairment of the existing or proposed public use of the public ground.

4.3. *No waiver.* The provisions of section 4 apply only to electric facilities constructed in reliance on a franchise and the Company does not waive its rights under an easement or prescriptive right, or state or county permit.

4.4. *Projects with federal funding.* Relocation, removal, or rearrangement of any electric facilities made necessary because of the extension into or through City of a federally aided highway project shall be governed by the provisions of M.S.A. § 161.46 as supplemented or amended.

Sec. 5. Vacation of public ways.

The City must give the Company at least two weeks' prior written notice of the proposed vacation of a public way. Except where required for a City improvement project or as otherwise provided in section 4, the vacation of any public way, after the installation of electric facilities, shall not operate to deprive Company of its rights to operate and maintain such electrical facilities until the reasonable cost of relocating the same and the expenses resulting from such relocation are first paid to Company. In no case, however, shall the City be liable to the Company for failure to specifically preserve a right-of-way, under M.S.A. § 160.29.

Sec. 6. Indemnification.

6.1. *Indemnity of the City.* Company shall defend, indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the electric facilities located in the City. The City shall not be indemnified by the Company for losses or claims in which the City is determined to negligent, except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work. The City shall not be indemnified if the injury or damage results from the performance in a proper manner of acts reasonably deemed hazardous by Company, and such performance is nevertheless ordered or directed by the City after notice to the City of Company's determination.

6.2. *Defense of the City.* In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense will defend the City in such suit if written notice thereof is promptly given to Company within a reasonable period or if Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent will not be unreasonably withheld. This section is not as to third parties a waiver of any defense or immunity otherwise available to the City; and Company, in defending any action on behalf of the City is entitled to assert in any action every defense or immunity that the City could assert in its own behalf. This agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under M.S.A. ch. 466.

Sec. 7. Change in form of government.

Any change in the form of government of the City shall not affect the validity of this ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligation of the City provided in this ordinance. This ordinance and the rights and obligations conferred hereby, is binding on and inures to the benefit of the City and its successors and on the Company and its successors and permitted assigns. This ordinance and the franchise it confers may not be assigned by the Company without the written consent of the City.

Sec. 8. Franchise fee.

8.1. *Separate ordinance.* During the term of the franchise hereby granted, and in addition to other fees being imposed or that the City has the right by statute to impose on the Company. The franchise fee shall be imposed by a separate ordinance duly adopted by the City Council, which ordinance shall not be adopted until at least 60 days after written notice enclosing such proposed ordinance has been served upon the Company by certified mail. The fee shall not become effective until at least 60 days after written notice enclosing such adopted ordinance has been served upon Company by certified mail. Section 2.5. shall constitute the sole remedy for solving disputes between Company and the City in regard to the interpretation of, or enforcement of, the separate ordinance. The payment of a franchise fee as provided by this section 8.1. does not relieve Company from paying fees to City unrelated to the installation, ownership, or operation of electric facilities, such as building permit fees.

8.2. *Calculation of* fee. The City may impose the franchise fee: (i) as a percentage of gross revenues received by the Company for its operations within the City; or (ii) as a flat fee per customer account based on metered service to retail customers within the City or on some other reasonable basis; or (iii) as a fee based on units of electricity delivered to any class of retail customers within the corporate limits of the City. The formula for a franchise fee based on units of energy delivered may incorporate both commodity and demand units. The method of imposing the franchise fee, the percent of revenue rate, the flat rate, and the per unit rate may differ for each customer class to the extent that the total annual franchise fee amount estimated by Company to be collected from any non-residential customer class shall not, as a percentage of the total revenues estimated by Company, less any sales tax and franchise fee from said non-residential customer class, exceed the percentage estimated by Company to be collected from the residential customer class. The franchise fee or tax shall be applicable to energy sales for any energy use, including those related to heating, cooling, or lighting, as well as to the supply of energy needed to run machinery and appliances on premises located within or adjacent to the City. The design of said fees shall be consistently and equally applied by the City to all utility providers operating within the City provided that, as to such a utility provider, the City has the authority to require a franchise fee or to impose a tax, in order to prohibit any unfair advantage for one company over another as a result of the imposition of said fees.

8.3. *Terms defined.* For the purpose of this section 8, the following definitions apply:

8.2.1. *Customer classification* shall refer to the classes listed on the fee ordinance and as defined or determined in Company's electric tariffs on file with the commission.

8.2.2. *Final order* refers to an order of the commission changing Company's electric service rates for one or more of the Company's customer classifications, if the order is not an interim order and the time for appeal on such order has expired or all proceedings relating to an appeal have been exhausted.

8.4. *Collection of the fee.* The franchise fee will be payable monthly, and based on any of the alternative formulas described in section 8.1 during and calculated on the basis of complete billing months of the period for which payment is to be made. The payment shall be due the last business day of the month following the period for which the payment is made. The franchise fee may be changed by ordinance from time to time; however, each change shall meet the same notice requirements and not occur more often than annually. The fee may not exceed any amount that the Company may legally charge to its customers prior to payment to the City by imposing a surcharge in Company's applicable rate for electric service. Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds, and correction of erroneous billings. Company agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers that is non-public law.

8.5. *Conditions on the fee.* The separate ordinance imposing the fee shall not be effective against Company unless it lawfully imposes and the City quarterly or more often collects a fee or tax of the same or greater equivalent amount on the receipts from sales of energy within the City by any other energy supplier; provided that, as to such a supplier, the City has the authority to require a franchise fee or to impose a tax.

The franchise fee or tax shall be applicable to energy sales for any energy use, including those related to heating, cooling, or lighting, as well as to the supply of energy needed to run machinery and appliances on premises located within or adjacent to the City.

8.6. *Continuation of franchise fee.* If this franchise expires and City and the Company are unable to agree to terms of a new franchise, the franchise fee, if any, being imposed by the City at the time this franchise expires, will remain in effect until a new franchise is agreed upon.

Sec. 9. Limitation on applicability.

This ordinance constitutes a franchise agreement between the City and the Company. No provision of this franchise inures to the benefit of any third person, including the public at large, so as to constitute any such person as a third-party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action for any person not a party hereto.

Sec. 10. Severability.

If any portion of this franchise is found to [be] invalid for any reason whatsoever, the validity of the remainder will not be affected. Where a provision of any other City ordinance conflicts with the provisions of the ordinance, the provisions of this ordinance shall prevail.

Sec. 11. Amendment.

This ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon filing of the Company's written consent thereto with the City clerk within 60 days after the effective date of the amendatory ordinance.

Sec. 12. Previous franchises superseded.

This franchise supersedes any previous electric franchise granted to the Company or its predecessors.

Introduced and read in full this _____day of_____, 2026.

Passed by the Blaine City Council this _day of_____, 2026.

Attest:

_____
Tim Sanders, Mayor

_____
Cathy M. Sorenson, City Clerk

Dated: _____, 2026

Published:_____, 2026

Council action: 26-__

Public Hearing and First Reading

Ordinance Granting to Northern States Power Company, D/B/A/ Xcel Energy, a Minnesota Corporation, Its Successors and Assigns, a Nonexclusive Franchise to Construct, Operate, Repair and Maintain in the City Of Blaine, Minnesota, an Electric Distribution System and Transmission Lines, Including Necessary Poles, Lines, Fixtures and Appurtenances, for the Furnishing of Electric Energy to the City, Its Inhabitants, and Others, and to Use the Public Ways and Public Grounds of the City for Such Purposes, and Prescribing Certain Terms and Conditions Thereof

THE CITY OF BLAINE DOES ORDAIN:

Sec. 1. Definitions.

For purposes of this ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

1.1. *City.* The City of Blaine, County of Anoka, State of Minnesota.

1.2. *City utility system.* Facilities used for providing public utility service owned or operated by the City or agency thereof, including sewer and water service, but excluding facilities for providing heating, lighting, or other forms of energy.

1.3. *Commission.* The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government that preempts all or part of the authority to regulate electric retail rates now vested in the Minnesota Public Utilities Commission.

1.4. *Company.* Northern States Power Company, d/b/a Xcel Energy, a Minnesota corporation, its successors, and assignees.

1.5. *Electric facilities.* Electric transmission and distribution towers, poles, lines, guys, anchors, conduits, fixtures, and necessary appurtenances owned, operated or otherwise used by the Company for the purpose of providing electric energy for public use.

1.6. *Non-betterment costs.* Cost incurred by Company from relocation, removal, or rearrangement of electric facilities that do not result in an improvement to the electric facilities.

1.7. *Notice.* A writing served by any party or parties on any other party or parties. Notice to the Company shall be mailed to the General Counsel, Law Department, Northern States Power Company, 414 Nicollet Mall, Minneapolis, MN 55401. Notice to City shall be mailed to the City Manager, City of Blaine, 10801 Town Square Drive NE, Blaine, MN 55449. Either party may change its respective address for the purpose of this ordinance by written notice to the other party.

1.8. *Effective date.* The date on which the ordinance becomes effective under section 2.2.

1.9. *Public way.* Any street, alley, walkway, or other public rights-of-way within the City.

1.10. *Public ground.* Land owned or otherwise controlled by the City for parks, trails, open space or similar purpose, which is held for use in common by the public or for the public benefit.

Sec. 2. Franchise.

2.1. *Grant of franchise.* City grants Company, for a period of 20 years from the date of passage of this ordinance, the non-exclusive right to transmit and furnish electric energy for light, heat, power, and other purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, the Company may construct, operate, repair, and maintain electric facilities in, on, over, under, and across the public ways and public grounds of City subject to the provisions of this ordinance. Company may do all things reasonably necessary or customary to accomplish these purposes, subject however to such reasonable regulations as may be imposed by the City pursuant to its ordinances and the provisions of this franchise agreement, and consistent with state laws and rules.

2.2. *Effective date; written acceptance.* This franchise shall be in force and effect from and after its passage and its acceptance by the Company, and its publication as required by law. An acceptance by the Company must be filed in writing with the City clerk within 60 days after publication of this ordinance.

2.3. *Service rates and area.* The service to be provided and the rates to be charged by Company for electric service in City currently are subject to the jurisdiction of the public utilities commission. The area within the City in which the Company may provide electric service currently is subject to the provisions of the M.S.A. § 216B.40.

2.4. *Publication expense.* The expense of publication of this ordinance shall be paid by the Company.

2.5. *Dispute resolution.* If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party must notify the other party in writing of the default and the desired remedy. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will share equally the fees and expenses of the mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in district court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity.

Sec. 3. Location, other regulations.

3.1. *Location of facilities.* Electric facilities shall be located, constructed, installed, and maintained so as not to interfere with the safety and convenience of ordinary travel along and over public ways or of public grounds and so as not disrupt normal operation of any City utility system previously installed therein. Electric facilities shall be located on public grounds only as determined by City. Company's construction, reconstruction, operation, repair, maintenance, and location of electric facilities shall be subject to other reasonable regulations of the City and consistent with the authority granted the City to manage its public ways and public grounds under state law. Under this franchise agreement the City does not relinquish its police power regulatory authority and Company does not relinquish its eminent domain authority. Company may abandon underground electric facilities in place provided that is has first received written approval from the City to do so and that at City's request Company removes abandoned electric facilities, including metal conduit or concrete enclosed conduit interfering with a City improvement project or other franchised utility or other franchised utility or as otherwise required by Minnesota Rules Part 7819.3300.

3.2. *Field locations.* The Company shall provide field locations for its underground electric facilities within City consistent with the requirements of M.S.A. ch. 216D. Company shall provide accurate and current mapping information for any of its Electrical Facilities in accordance with Minnesota Rules Parts 7819.4000 and 7819.4100 and other applicable state and federal laws.

3.3. *Street openings.* Company shall not open or disturb the surface of any public way or public ground for any purpose without first having obtained a permit from the City, for which the City may impose a reasonable fee. Any conditions imposed on the Company must not be more burdensome than those imposed on other utilities for similar facilities or work. Company may, however, open and disturb the surface of any public way or public ground without permission from the City where an emergency exists requiring the immediate repair of electric facilities. In such event, Company shall notify City to the office designated by the City before commencement of the emergency repair, if possible, and as soon as practicable. On the next business day after commencement of the emergency repair, Company shall obtain any required permits and pay any required fees and costs pursuant to City ordinance. In the event that there is no franchise fee imposed pursuant to section 8.1, the City retains the right to charge a permit fee.

3.4. *Restoration.* After undertaking any work requiring the opening of any public way or public ground, Company must restore the same, including paving and its foundation, in accordance with Minnesota Rules Part 7819.1100, to as good a condition as formerly existed and shall maintain any paved surface in good condition for two years thereafter. The work must be completed as promptly as weather reasonably permits. If the Company does not promptly perform and complete the work, remove all dirt, rubbish, equipment and

material, and put the public way or public ground in the said condition, the City shall have, after demand to the Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City, including its administrative expense and overhead, plus ten percent additional as liquidated damages. This remedy shall be in addition to any other remedy available to the City for noncompliance with this section 3.4.

3.5. *Shared use of poles.* The Company must make space available on its poles and towers for City fire, water utility, police or other City facilities whenever such use will not interfere with the use of such poles or towers by Company, by another electric utility, by a telephone utility, or by any cable television company or other form of communication company. In addition, City shall pay for any added cost incurred by Company because of such City use.

3.6. *Notice of improvements.* The City must give Company reasonable notice of plans for improvements to public ways or public grounds where the City has reason to believe that electric facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements; (ii) the public ways and public grounds upon which the improvements are to be made; (iii) the extent of the improvements; (iv) the time when the City will start the work; and (v) if more than one public way or public ground is involved, the order in which the work is to proceed. The notice must be given to Company a sufficient length of time in advance of the actual commencement of the work to permit Company to make any necessary additions, alterations or repairs to its electric facilities. The City may require the Company to install electric service connections to properties prior to such paving or resurfacing if it is apparent that electrical service will be required during the five years following the paving or resurfacing.

3.7. *Tree trimming.* The Company may trim all trees and shrubs in the public ways and public grounds of the City interfering with the proper construction, operation, repair and maintenance of any electric facilities installed hereunder; provided that Company must save City harmless from any liability arising therefrom, and subject to permit or other reasonable regulations by City. Except in the case of an emergency, Company shall provide notice to residents not less than 72-hours before any trees or shrubs upon their property are trimmed.

3.8. *Company protection of electric facilities.* The Company must take reasonable measures to prevent the electric facilities from causing damage to persons or property. The Company must take reasonable measures to protect the electric facilities from damage that could be inflicted by persons, property, or the elements. The Company must take protective measures when the City performs work near the electric facilities, if given reasonable notice by the City of such work prior to its commencement. Nothing in this ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging electric facilities while performing any activity.

Sec. 4. Relocations.

4.1. *Relocation of electric facilities in public ways.* The Company shall comply with the requirements of this agreement, Minnesota Rules Part 7819.3100 and 7819.3200, and other applicable laws relating to relocation of Electronic Facilities. Except as provided in section 4.4, if the City determines to vacate a public way for a City improvement project, or at the City's cost to grade, regrade or change the alignment of any public way, or construct or reconstruct any City utility system in any public way, the City may order Company to relocate its electric facilities located therein. Company shall relocate its electric facilities at its own expense. The City must give the Company reasonable notice of plans to vacate for a City improvement project, or to grade, regrade, or change the alignment of any public way or to construct or reconstruct any City utility system. If a relocation is ordered within five years of a prior relocation of the same electric facilities, which was made at Company expense, the City shall reimburse Company for non-betterment costs on a time and material basis without markup. If any subsequent relocation is required because of the extension of a City utility system to a previously unserved area, Company may be required to make the subsequent relocation at its own expense. Nothing in this ordinance requires the Company to relocate, remove, replace or reconstruct at its own expense its electric facilities where such relocation, removal, replacement or reconstruction is solely for

the convenience of the City and is not reasonably necessary for the construction or reconstruction of a public way or City utility system or other City improvement.

4.2. *Relocation of electric facilities in public ground.* Except as may be provided in section 4.4, the City may require the Company, at the Company's expense, to relocate or remove its electric facilities from public ground upon a finding by City that the electric facilities have become or will become a substantial impairment of the existing or proposed public use of the public ground.

4.3. *No waiver.* The provisions of section 4 apply only to electric facilities constructed in reliance on a franchise and the Company does not waive its rights under an easement or prescriptive right, or state or county permit.

4.4. *Projects with federal funding.* Relocation, removal, or rearrangement of any electric facilities made necessary because of the extension into or through City of a federally aided highway project shall be governed by the provisions of M.S.A. § 161.46 as supplemented or amended.

Sec. 5. Vacation of public ways.

The City must give the Company at least two weeks' prior written notice of the proposed vacation of a public way. Except where required for a City improvement project or as otherwise provided in section 4, the vacation of any public way, after the installation of electric facilities, shall not operate to deprive Company of its rights to operate and maintain such electrical facilities until the reasonable cost of relocating the same and the expenses resulting from such relocation are first paid to Company. In no case, however, shall the City be liable to the Company for failure to specifically preserve a right-of-way, under M.S.A. § 160.29.

Sec. 6. Indemnification.

6.1. *Indemnity of the City.* Company shall defend, indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the electric facilities located in the City. The City shall not be indemnified for losses or claims in which the City is determined to negligent, except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work. The City shall not be indemnified if the injury or damage results from the performance in a proper manner of acts reasonably deemed hazardous by Company, and such performance is nevertheless ordered or directed by the City after notice to the City of Company's determination.

6.2. *Defense of the City.* In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense will defend the City in such suit if written notice thereof is promptly given to Company within a reasonable period or if Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent will not be unreasonably withheld. This section is not as to third parties a waiver of any defense or immunity otherwise available to the City; and Company, in defending any action on behalf of the City is entitled to assert in any action every defense or immunity that the City could assert in its own behalf. This agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under M.S.A. ch. 466.

Sec. 7. Change in form of government.

Any change in the form of government of the City shall not affect the validity of this ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligation of the City provided in this ordinance. This ordinance and the rights and obligations conferred hereby, is binding on and inures to the benefit of the City and its successors and on the Company and its successors and permitted assigns. This ordinance and the franchise it confers may not be assigned by the Company without the written consent of the City.

Sec. 8. Franchise fee.

8.1. *Separate ordinance.* During the term of the franchise hereby granted, and in addition to other fees being imposed or that the City has the right by statute to impose a franchise fee on the Company. The franchise fee shall be imposed by a separate ordinance duly adopted by the City Council, which ordinance shall not be adopted until at least 60 days after written notice enclosing such proposed ordinance has been served upon the Company by certified mail. The fee shall not become effective until at least 60 days after written notice enclosing such adopted ordinance has been served upon Company by certified mail. Section 2.5. shall constitute the sole remedy for solving disputes between Company and the City in regard to the interpretation of, or enforcement of, the separate ordinance. The payment of a franchise fee as provided by this section 8.1. does not relieve Company from paying fees to City unrelated to the installation, ownership, or operation of electric facilities, such as building permit fees.

8.2. *Calculation of* fee. The City may impose the franchise fee: (i) as a percentage of gross revenues received by the Company for its operations within the City; or (ii) as a flat fee per customer account based on metered service to retail customers within the City or on some other reasonable basis; or (iii) as a fee based on units of electricity delivered to any class of retail customers within the corporate limits of the City. The formula for a franchise fee based on units of energy delivered may incorporate both commodity and demand units. The method of imposing the franchise fee, the percent of revenue rate, the flat rate, and the per unit rate may differ for each customer class to the extent that the total annual franchise fee amount estimated by Company to be collected from any non-residential customer class shall not, as a percentage of the total revenues estimated by Company, less any sales tax and franchise fee from said non-residential customer class, exceed the percentage estimated by Company to be collected from the residential customer class. The franchise fee or tax shall be applicable to energy sales for any energy use, including those related to heating, cooling, or lighting, as well as to the supply of energy needed to run machinery and appliances on premises located within or adjacent to the City. The design of said fees shall be consistently and equally applied by the City to all utility providers operating within the City provided that, as to such a utility provider, the City has the authority to require a franchise fee or to impose a tax, in order to prohibit any unfair advantage for one company over another as a result of the imposition of said fees.

8.3. *Terms defined.* For the purpose of this section 8, the following definitions apply:

8.2.1. *Customer classification* shall refer to the classes listed on the fee ordinance and as defined or determined in Company's electric tariffs on file with the commission.

8.2.2. *Final order* refers to an order of the commission changing Company's electric service rates for one or more of the Company's customer classifications, if the order is not an interim order and the time for appeal on such order has expired or all proceedings relating to an appeal have been exhausted.

8.4. *Collection of the fee.* The franchise fee shall be payable monthly, and based on any of the alternative formulas described in section 8.1 during and calculated on the basis of complete billing months of the period for which payment is to be made. The payment shall be due the last business day of the month following the period for which the payment is made. The franchise fee may be changed by ordinance from time to time; however, each change shall meet the same notice requirements and not occur more often than annually. The fee may not exceed any amount that the Company may legally charge to its customers prior to payment to the City by imposing a surcharge in Company's applicable rate for electric service. Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds, and correction of erroneous billings. Company agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers that is non-public law.

8.5. *Conditions on the fee.* The separate ordinance imposing the fee shall not be effective against Company unless it lawfully imposes and the City quarterly or more often collects a fee or tax of the same or greater equivalent amount on the sales of energy within the City by any other energy supplier; provided that, as to such a supplier, the City has the authority to require a franchise fee or to impose a tax. The franchise fee or

tax shall be applicable to energy sales for any energy use, including those related to heating, cooling, or lighting, as well as to the supply of energy needed to run machinery and appliances on premises located within or adjacent to the City.

8.6. *Continuation of franchise fee.* If this franchise expires and City and the Company are unable to agree to terms of a new franchise, the franchise fee, if any, being imposed by the City at the time this franchise expires, will remain in effect until a new franchise is agreed upon.

Sec. 9. Limitation on applicability.

This ordinance constitutes a franchise agreement between the City and the Company. No provision of this franchise shall in any way inure to the benefit of any third person, including the public at large, so as to constitute any such person as a third-party beneficiary of the agreements or of any one or more of the terms hereof, or otherwise give rise to any cause of action by any person not a party hereto.

Sec. 10. Severability.

Every section, provision, or part of this ordinance is declared separate from every other section, provision, or part; and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of the ordinance, the provisions of this ordinance shall prevail.

Sec. 11. Amendment.

This ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon filing of the Company's written consent thereto with the City clerk within 60 days after the effective date of the amendatory ordinance.

Sec. 12. Previous franchises superseded.

This franchise supersedes any previous electric franchise granted to the Company or its predecessors.

Introduced and read in full this _____day of_____, 2026.

Passed by the Blaine City Council this _day of_____, 2026.

Attest:

_____
Tim Sanders, Mayor

_____
Cathy M. Sorenson, City Clerk

Dated: _____, 2026

Published:_____, 2026

Council action: 26-__

Public Hearing and First Reading

Ordinance Granting to Northern States Power Company, D/B/A/ Xcel Energy, a Minnesota Corporation, Its Successors and Assigns, a Nonexclusive Franchise to Construct, Operate, Repair, and Maintain Facilities and Equipment for the Transportation, Distribution, Manufacture, and Sale of Gas Energy for Public and Private Use and to Use Public Ways and Public Grounds of the City for Such Purposes; and Prescribing Certain Terms and Conditions Thereof

THE CITY OF BLAINE DOES ORDAIN:

Sec. 1. Definitions.

For purposes of this ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

1.1. *City.* The City of Blaine, County of Anoka, State of Minnesota.

1.2. *City utility system.* Facilities used for providing public utility service owned or operated by the City or agency thereof, including sewer and water service, but excluding facilities for providing heating, lighting, or other forms of energy.

1.3. *Commission.* The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government that preempts all or part of the authority to regulate gas retail rates now vested in the Minnesota Public Utilities Commission.

1.4. *Company.* Northern States Power Company, d/b/a Xcel Energy, a Minnesota corporation, its successors, and assignees.

1.5. *Gas facilities.* Gas transmission and distribution pipes, mains, regulators and necessary appurtenances owned, operated or otherwise used by the Company for the purpose of providing natural gas, manufactured gas or other form of gaseous energy for public, private, or wholesale use.

1.6. *Non-betterment costs.* Cost incurred by Company from relocation, removal, or rearrangement of gas facilities that do not result in an improvement to the gas facilities.

1.7. *Notice.* A writing served by any party or parties on any other party or parties. Notice to the Company shall be mailed to President, NSP Gas, 825 Rice Street, St. Paul, Minnesota 55117. Notice to City shall be mailed to the City Manager, City of Blaine, 10801 Town Square Drive NE, Blaine, MN 55449. Either party may change its respective address for the purpose of this ordinance by written notice to the other party.

1.8. *Effective date.* The date on which the ordinance becomes effective under section 2.2.

1.9. *Public way.* Any street, alley, walkway, or other public right-of-way within the City.

1.10. *Public ground.* Land owned or otherwise controlled by the City for parks, trails, open space or similar purpose, which is held for use in common by the public or for the public benefit.

Sec. 2. Franchise.

2.1. *Grant of franchise.* City grants Company, for a period of 20 years from the date of passage of this ordinance, the non-exclusive right to transmit and furnish gas energy for light, heat, power, and other purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, the Company may construct, operate, repair, and maintain gas facilities in, on, over, under, and across the public ways and public grounds of City subject to the provisions of this ordinance. Company may do all things reasonably necessary or customary to accomplish these purposes, subject however to such reasonable regulations as may be imposed by the City pursuant to ordinance and the provisions of this franchise agreement, and consistent with state and federal laws and rules.

2.2. *Effective date; written acceptance.* This franchise shall be in force and effect from and after its passage and its acceptance by the Company, and its publication as required by law. An acceptance by the Company must be filed in writing with the City clerk within 60 days after publication of this ordinance.

2.3. *Service rates and area.* The service to be provided and the rates to be charged by Company for gas service in City are subject to the jurisdiction of the Commission.

2.4. *Publication expense.* The expense of publication of this ordinance shall be paid by the Company.

2.5. *Dispute resolution.* If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party must notify the other party in writing of the default and the desired remedy. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will share equally the fees and expenses of the mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in district court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity.

Sec. 3. Location, other regulations.

3.1. *Location of facilities.* Gas facilities shall be located, constructed, installed, and maintained so as not to interfere with the safety and convenience of ordinary travel along and over public ways or of public grounds and so as not disrupt normal operation of any City utility system previously installed therein. Gas facilities shall be located on public grounds only as determined by City . Company's construction, reconstruction, operation, repair, maintenance, and location of gas facilities shall be subject to other reasonable regulations of the City and consistent with the authority granted the City to manage its public ways and public grounds under state law. Under this franchise agreement the City does not relinquish its police power regulatory authority and Company does not relinquish its eminent domain authority. Company may abandon underground gas facilities in place provided that is has first received written approval from the City and that at City's request Company removes abandoned gas facilities and metal pipe, conduit, or concrete enclosed conduit if such are uncovered as part of the city improvement project or interfere with another franchised utility or as otherwise required by Minnesota Rules Part 7819.3300.

3.2. *Field locations.* The Company shall provide field locations for its underground gas facilities within City consistent with the requirements of M.S.A. ch. 216D. Company shall provide accurate and current mapping information for any of its Gas Facilities in accordance with Minnesota Rules Parts 7819.4000 and 7819.4100 and other applicable state and federal laws.

3.3. *Street openings.* Company shall not open or disturb the surface of any public way or public ground for any purpose without first having obtained a permit from the City, for which the City may impose a reasonable fee. Any conditions imposed on the Company must not be more burdensome than those imposed on other utilities for similar facilities or work. Company may, however, open and disturb the surface of any public way or public ground without permission from the City where an emergency exists requiring the immediate repair of gas facilities. In such event, Company shall notify City to the office designated by the City before commencement of the emergency repair, if possible, and as soon as practicable. On the next business day after commencement of the emergency repair, Company shall obtain any required permits and pay any required fees and costs pursuant to City ordinance. In the event that there is no franchise fee imposed pursuant to section 8.1, the City retains the right to charge a permit fee.

3.4. *Restoration.* After undertaking any work requiring the opening of a public way or public ground, Company shall restore the same, including paving and its foundation, in accordance with Minnesota Rules Part 7819.1100 and City requirements, to as good a condition as formerly existed and shall maintain any paved surface in good condition for two years thereafter. The work shall be completed as promptly as weather reasonably permits. If the Company does not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the public way or public ground in the said condition, the City shall have, after demand to the Company to cure and the passage of a reasonable period of time following the

demand, but not to exceed five days, the right to make the restoration at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City, including its administrative expense and overhead, plus ten percent additional as liquidated damages. This remedy shall be in addition to any other remedies available to the City for noncompliance with this section 3.4.

3.5. *Protection of gas facilities.* The Company must take reasonable measures to prevent the gas facilities from causing damage to persons or property. The Company must take reasonable measures to protect the gas facilities from damage that could be inflicted by persons, property, or the elements. The Company must take protective measures when the City performs work near the gas facilities, if given reasonable notice by the City of such work prior to its commencement. Nothing in this ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging gas facilities while performing any activity.

3.6. *Notice of improvements.* The City must give Company reasonable notice of plans for improvements to public ways or public grounds where the City has reason to believe that gas facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements; (ii) the public ways and public grounds upon which the improvements are to be made; (iii) the extent of the improvements; (iv) the time when the City will start the work; and (v) if more than one public way or public ground is involved, the order in which the work is to proceed. The notice must be given to Company a sufficient length of time in advance of the actual commencement of the work to permit Company to make any necessary additions, alterations or repairs to its gas facilities. The City may require the Company to install gas service connections to properties prior to such paving or resurfacing if it is apparent that gas service will be required during the five years following the paving or resurfacing.

3.7. *Major facilities.* Before Company constructs any new structure or converts any existing structure for the manufacture or storage of gas, Company shall first obtain the approval of the structure and the location thereof with the City.

Sec. 4. Relocation.

4.1. *Relocation of gas facilities in public ways.* The Company shall comply with the requirements of this franchise ordinance, Minnesota Rules Part 7819.3100 and 7819.3200, and other applicable laws and rules relating to relocation of Gas Facilities. Except as provided in section 4.4, if the City determines to vacate a public way for a City improvement project, or at the City's cost to grade, re-grade or change the alignment of any public way, or construct or reconstruct any City utility system in any public way, the City may order Company to relocate its gas facilities located therein. Company shall relocate its gas facilities at its own expense. The City must give the Company reasonable notice of plans to vacate for a City improvement project, or to grade, re-grade, or change the alignment of any public way or to construct or reconstruct any City utility system. If a relocation is ordered within five years of a prior relocation of the same gas facilities, which was made at Company expense, the City shall reimburse Company for non-betterment costs on a time and material basis without markup. If any subsequent relocation is required because of the extension of a City utility system to a previously unserved area, Company may be required to make the subsequent relocation at its own expense. Nothing in this ordinance requires the Company to relocate, remove, replace or reconstruct at its own expense its gas facilities where such relocation, removal, replacement or reconstruction is solely for the convenience of the City and is not reasonably necessary for the construction or reconstruction of a public way or City utility system or other City improvement.

4.2. *Relocation of gas facilities in public ground.* Except as may be provided in section 4.4, the City may require the Company, at the Company's expense, to relocate or remove its gas facilities from public ground upon a finding by City that the gas facilities have become or will become a substantial impairment of the existing or proposed public use of the public ground.

4.3. *No waiver.* The provisions of section 4 apply only to gas facilities constructed in reliance on a franchise and the Company does not waive its rights under an easement or prescriptive right, or state or county permit.

4.4. *Projects with federal funding.* Relocation, removal, or rearrangement of any gas facilities made necessary because of the extension into or through City of a federally aided highway project shall be governed by the provisions of M.S.A. § 161.46 as supplemented or amended.

Sec. 5. Vacation of public ways.

The City shall give the Company at least two weeks' prior written notice of the proposed vacation of a public way. Except where required for a City improvement project or as otherwise provided in section 4, the vacation of any public way, after the installation of gas facilities, shall not operate to deprive Company of its rights to operate and maintain such gas facilities until the reasonable cost of relocating the same and the expenses resulting from such relocation are first paid to Company. In no case, however, shall the City be liable to the Company for failure to specifically preserve a right-of-way, under M.S.A. § 160.29.

Sec. 6. Indemnification.

6.1. *Indemnity of the City.* Company shall defend, indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the gas facilities located in the City. The City shall not be indemnified for losses or claims in which the City is determined to negligent, except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work. The City shall not be indemnified if the injury or damage results from the performance in a proper manner of acts reasonably deemed hazardous by Company, and such performance is nevertheless ordered or directed by the City after notice to the City of Company's determination.

6.2. *Defense of the City.* In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense will defend the City in such suit if written notice thereof is promptly given to Company within a reasonable period or if Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent will not be unreasonably withheld. This section is not as to third parties a waiver of any defense or immunity otherwise available to the City; and Company, in defending any action on behalf of the City is entitled to assert in any action every defense or immunity that the City could assert in its own behalf. This agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under M.S.A. ch. 466.

Sec. 7. Change in form of government.

Any change in the form of government of the City shall not affect the validity of this ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligation of the City provided in this ordinance. This ordinance and the rights and obligations conferred hereby, is binding on and inures to the benefit of the City and its successors and on the Company and its successors and permitted assigns. This ordinance and the franchise it confers may not be assigned by the Company without the written consent of the City.

Sec. 8. Franchise fee.

8.1. *Separate ordinance.* During the term of the franchise hereby granted, and in addition to other fees being imposed or that the City has the right by statute to impose on the Company. The franchise fee shall be imposed by a separate ordinance duly adopted by the City Council, which ordinance shall not be adopted until at least 60 days after written notice enclosing such proposed ordinance has been served upon the Company by certified mail. The fee shall not become effective until at least 60 days after written notice enclosing such adopted ordinance has been served upon Company by certified mail. Section 2.5. shall constitute the sole remedy for solving disputes between Company and the City in regard to the interpretation of, or enforcement of, the separate ordinance. The payment of a franchise fee as provided by this section

8.1. does not relieve Company from paying fees to City unrelated to the installation, ownership, or operation of gas facilities, such as building permit fees.

8.2. *Calculation of* fee. The City may impose the franchise fee: (i) as a percentage of gross revenues received by the Company for its operations within the City; or (ii) as a flat fee per customer account based on metered service to retail customers within the City or on some other reasonable basis; or (iii) as a fee based on units of gas delivered to any class of retail customers within the corporate limits of the City. The formula for a franchise fee based on units of gas delivered may incorporate both commodity and demand units. The method of imposing the franchise fee, the percent of revenue rate, the flat rate, and the per unit rate may differ for each customer class to the extent that the total annual franchise fee amount estimated by Company to be collected from any non-residential customer class shall not, as a percentage of the total revenues estimated by Company, less any sales tax and franchise fee from said non-residential customer class, exceed the percentage estimated by Company to be collected from the residential customer class. The franchise fee or tax shall be applicable to energy sales for any energy use, including those related to heating, cooling, or lighting, as well as to the supply of energy needed to run machinery and appliances on premises located within or adjacent to the City. The design of said fees shall be consistently and equally applied by the City to all utility providers operating within the City provided that, as to such a utility provider, the City has the authority to require a franchise fee or to impose a tax, in order to prohibit any unfair advantage for one company over another as a result of the imposition of said fees.

8.3. *Collection of the fee.* The franchise fee shall be payable monthly, and based on any of the alternative formulas described in section 8.1 during and calculated on the basis of complete billing months of the period for which payment is to be made. The payment shall be due the last business day of the month following the period for which the payment is made. The franchise fee may be changed by ordinance from time to time; however, each change shall meet the same notice requirements and not occur more often than annually. The fee may not exceed any amount that the Company may legally charge to its customers prior to payment to the City by imposing a surcharge in Company's applicable rate for gas service. Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds, and correction of erroneous billings. Company agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers that is non-public law.

8.4. *Conditions on the fee.* The separate ordinance imposing the fee shall not be effective against Company unless it lawfully imposes and the City quarterly or more often collects a fee or tax of the same or greater equivalent amount on the sales of energy within the City by any other energy supplier; provided that, as to such a supplier, the City has the authority to require a franchise fee or to impose a tax. The franchise fee or tax shall be applicable to energy sales for any energy use, including those related to heating, cooling, or lighting, as well as to the supply of energy needed to run machinery and appliances on premises located within or adjacent to the City.

8.5. *Continuation of franchise fee.* If this franchise expires and City and the Company are unable to agree to terms of a new franchise, the franchise fee, if any, being imposed by the City at the time this franchise expires, will remain in effect until a new franchise is agreed upon.

Sec. 9. Limitation on applicability.

This ordinance constitutes a franchise agreement between the City and the Company. No provision of this franchise shall in any way inure to the benefit of any third person, including the public at large, so as to constitute any such person as a third-party beneficiary of the agreements or of any one or more of the terms hereof, or otherwise give rise to any cause of action by any person not a party hereto.

Sec. 10. Severability.

Every section, provision, or part of this ordinance is declared separate from every other section, provision, or part; and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of the ordinance, the provisions of this ordinance shall prevail.

Sec. 11. Amendment.

This ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon filing of the Company's written consent thereto with the City clerk within 60 days after the effective date of the amendatory ordinance.

Sec. 12. Previous franchises superseded.

This franchise supersedes any previous gas franchise granted to the Company or its predecessors.

Introduced and read in full this _____day of_____, 2026.

Passed by the Blaine City Council this _day of_____, 2026.

Attest:

_____
Tim Sanders, Mayor

_____
Cathy M. Sorenson, City Clerk

Dated: _____, 2026

Published:_____, 2026

Council action: 26-__

City of Blaine
Staff Report

File Number: ORD 26-2606

Agenda Date	Status
June 1, 2026	
In Control	**File Type**
City Council	Ordinance

Development Business - Sheila Sellman, Community Development Director

Agenda Item # 9.1

First Reading
Ordinance Approving a Rezoning from Farm Residential (FR) to Development Flex (DF) at 3621 131st Avenue NE. Montean Meadows (Mark Montean) (Case File No. 26-0017/SLK)

Executive Summary

The applicant is requesting a rezoning from Farm Residential (FR) to Development Flex (DF) to construct 86 single family homes.

Background

Planning Commission (Public Hearing)	May 12, 2026
City Council (1st Reading)	June 1, 2026
City Council (2nd Reading)	June 15, 2026
Action Deadline (60 Days)	June 16, 2026
Action Deadline (City Extended — 60 Days)	August 15, 2026

Staff report prepared by Shawn Kaye, Planner, and Teresa Barnes, Project Engineer.

Rezoning
Section 101-3 Criteria for granting zoning/comprehensive plan amendments:
The City Council may adopt amendments to the zoning ordinance, zoning map, and comprehensive plan relative to land uses within a particular district or to the location of the district lines. Zoning amendments shall only be used as a means to reflect changes in the goals and policies of the City as reflected in the comprehensive plan or changes in conditions in the City. Although there are no explicit findings that must be made in conjunction with rezoning, appropriate considerations include:

- Whether the proposed District is consistent with the Comprehensive Plan.
- How the proposed district differs from the existing district.

- How the proposed district meets the goals and polices of the City

The proposed development meets the following criteria for the Development Flex Zoning District:

a. That the proposal shall provide for a wider range of housing types, price ranges and styles than could be accomplished under the existing zoning;
    - By utilizing the development flex zoning, this will provide the setbacks and lot areas needed to meet the required density requirements. The applicant proposes to construct 86 single-family homes.
b. That the proposal shall provide amenities and facilities and open spaces greater than the minimum requirements under existing zoning;
    - This project does propose providing an approximately 13 acre open area. This will include storm water pounding, trees and wetlands.
c. That the proposed development is compatible with the purposes and intents of this ordinance and with the comprehensive plan;
    - The development is compatible with the purpose and intent of the ordinance and aligns with the comprehensive plan as it is being developed into single-family homes with a density of 2.73 units per acre.
d. That the proposal shall in no way be detrimental to the environment. Scenic aspects and natural features, such as streams, trees, topography, and geological features, shall be protected and preserved to the greatest extent possible;
    - The development has been designed in a way that will have little to no impact to the existing wetlands. The site as designed will also preserve the existing flood plain volume and provide the necessary storm water system for the project. Some trees will be removed, although a tree inventory has been completed and new tree plantings will be provided with this project.
e. That the proposal shall not impose any undue burden upon the public services and facilities, such as fire and police protection, schools, streets, water systems, sanitary sewer systems, and storm sewer systems;
    - The project has been designed in a manner that will not impose any undue burden upon the public services and facilities,such as fire and police protection, schools, streets, water systems, sanitary sewer systems, and storm sewer systems.
f. That the proposed development is designed in such a manner to form a desirable and unified environment within its own boundaries, and also which will not be detrimental to future land uses in the surrounding areas; and
    - The project has been designed in a manner that has taken into account the surrounding environment. This includes the existing flood plains, wetland and MnDNR determined environmentally sensitive areas.
g. That the proposal be consistent with all other applicable City and State regulations.
    - The project has been submitted to Coon Creek Watershed in conjunction with the City's application process, and has been designed to accommodate their requirements.

Evaluation of Request
Planning Analysis
Surrounding Zoning and Uses
The properties to the north are single family and located in Ham Lake. The properties to the west, east,

and south have single family homes and are zoned Farm Residential (FR).

Current Zoning
The site is currently zoned Farm Residential (FR). The FR district is intended for areas where urban services are not presently available. A minimum lot size of ten acres will retain these lands in their natural uses and agricultural uses pending proper timing of economic provision for parks, streets, utilities, and other public facilities, so that orderly development will occur.

Proposed Zoning
The proposed zoning is Development Flex (DF). The DF district is intended to provide for greater flexibility in land use planning, and maximize the choice of housing types and styles than is possible under the strict application of other sections of this ordinance. The DF district also attempts to create a reasonable balance between the interests of the property owner in freely developing their property with greater flexibility in land uses, and at the same time, protect the interest of surrounding properties in the following ways:

a. By encouraging a more creative approach in housing developments, that will result in quality living environments through innovative design and aesthetic controls;
b. By permitting a combination of housing types and style, including single, two-family, and multiple family dwellings, with the exception of mobile homes;
c. By allowing flexibility in design by permitting cluster developments and a variety of architectural styles and treatments;
d. By allowing for any type of ownership, private, condominium, or rental;
e. By allowing flexibility in setback and height restrictions;
f. By allowing non-residential uses, such as commercial or light industrial uses which will serve the inhabitants of such district, provided such non-residential uses will enhance the character, amenities, and convenience of those who live in the proposed development;
g. By providing an efficient use of land resulting in more cost-efficient installation of utilities, streets, and other facilities.
h. By encouraging the preservation of common open space, recreational facilities, natural features, such as woodland and wetland areas;
i. By contributing to the tax base of the community without making undue demands on the community services; and
j. By providing the means for greater creativity and flexibility in environmental design than is provided under the strict application of the Blaine Zoning Ordinance and Subdivision Ordinance, while, at the same time, preserving the health, safety, order, convenience, prosperity, and general welfare of the City of Blaine and its inhabitants. A rezoning to DF is necessary as the R-1 district requires a minimum lot width of 80 feet, lot depth of 125 feet, and a 10,000 sf lot size.

Land Use Designation
The subject site is designated Low Density Residential (LDR) in the City's Comprehensive Land Use Plan. The LDR designation is for single-family homes with a density of 2.5–6 units an acre. The proposal meets this designation with single-family, and a density of 2.73 units/acre.

Existing Conditions
The site is currently made up of two parcels with frontage on 131st Avenue. The southwest parcel has a

single family home and detached accessory building. The larger parcel is vacant.

History
There are no previous approvals on this property.

The applicant requested feedback on rezoning to DF for 101 single-family homes at an August 2025 City Council Workshop meeting. The plan included 101 homes, including eight 80-foot wide lots and the remaining 93 lots split approximately evenly between 65-foot and 70-foot lots. At that meeting, council provided feedback that all lots should be 70 feet wide or wider.

The applicant returned to a council workshop in February 2026 and requested feedback on rezoning to DF for:

- 80 foot lots - 9
- 70 foot lots - 62
- 65 foot lots - 15

Council consensus was to require 70-foot-wide lots (at a minimum), and would consider cost-share proposals for street and sanitary sewer.

Plat
The preliminary plat creates 86 single family lots and 2 outlots for ponding and wetlands. The DF zoning district does not have minimum lot sizes. The lot width of most lots is 70 feet wide with corner lots being wider.

As proposed, the lot sizes are as follows:

- Single family lots range from 8,750 s.f to 13,045 s.f.
- Outlot A - .30 acres
- Outlot B - 12.91 acres

Architecture
The proposed single-family homes will have varying roof styles and exterior treatments. All homes constructed should be consistent in architecture, materials and style with the drawings/elevations submitted for Conditional Use Permit (CUP) approval. Use of premium materials such as brick, natural stone, stucco, cementitious or engineered wood siding or shake shingle siding are to be used on all front elevations. Vinyl/metal siding can be utilized on the side and rear elevations.

Setbacks
The DF zoning district does not have set standards for setbacks; these are determined as part of the CUP.

The setbacks are as follows:

- Front yard setback - 25 feet
- Side yard setback - 7.5 feet (house and garage)
- Corner side yard setback - 20 feet

- Rear yard setback - 30 feet

Landscaping
The landscape plan proposes one front yard tree and one rear yard tree in the rear yard, except for Lot 1 Block 1, Lots 1-13 Block 8, and Lots 13-14 Block 7 will have one front yard tree with additional trees planted adjacent to 131st Avenue.

Tree Preservation
Approximately 12.2 acres of trees will be disturbed during construction and the City's tree preservation requirement includes replacing eight trees per acre for all disturbed portions of the development. This would mean that 98 trees would be required for tree replacement purposes. The developer has proposed a total of 258 trees within this development. The tree preservation replacement requirement has been met. A total of 3.6 acres of trees are proposed to be saved on the site.

Park Dedication
Park dedication will be required for the 86 new single-family lots being constructed at the rate of $5,800 per unit (2026 rate) for a total park dedication fee of $498,800 if paid in 2026. This amount must be paid prior to releasing the plat mylars for recording at Anoka County.

Engineering Analysis
Grading/Storm Drainage
The developer is proposing to grade the entire site as shown on the Coon Creek Watershed District (CCWD) and city approved grading, drainage, erosion protection and sediment control plans prepared by the developer's engineer. The plans shall include existing drainage patterns (contours) with flow arrows, soil boring locations, perimeter site protection, tree preservation, tree clearing limits, custom grading, proposed grading contours, proposed drainage patterns with flow arrows, storm water management, SWPPP information, temporary erosion protection Best Management Practices (BMPs), and temporary sediment control BMPs information for the site. The SWPPP may be included in the construction plan sheet(s) or prepared as a separate document and included in the development construction contract specifications.

The developer will also need to submit construction contract documents that include a mass (rough) grading, erosion protection, sediment control, development, utilities, roadway, and storm drainage plan sheets. Supporting wetland delineation report, geotechnical investigation report, soil boring logs, and hydrology report shall be included in the submittal for city review and approval.

The grading plan shall provide greater detail on protecting existing trees and provide additional information on adjacent property.

For each lot a house is proposed to be constructed on, as-built surveys shall be required to verify structure elevations, custom grading requirements, and final lot grading elevations.

Utilities
The developer has requested the City to coordinate a reimbursement for the installation of the regional sanitary sewer system, including the required lift station within the 131st Avenue corridor. The installation will also include the public water main along the 131st Avenue corridor.

The developer will be responsible for trunk sanitary sewer area charges. These charges become due with platting for upland acreage. The 2026 rate for Sanitary Sewer District 6-5 is $8,344.00 per upland acre and will be applied to the acreage platted. This phase is proposing to develop 31.5 acres of upland for a total sewer area charge of $262,836.00. Standard Water and Sanitary Sewer Access Charges (WAC & SAC) become due with each building permit at the rate established at the time the building permit is issued.

Utilities will be extended to the edge of the plat for future connection to adjacent parcels.

Hydrant locations must be reviewed and approved by the Fire Department.

The developer shall explore water sources for landscape irrigation systems installed throughout the development, including the possible use of created ponds or storm water reuse.

Wetlands/Watershed/FEMA

The plat will need to provide for a protective buffer strip of natural vegetation at least 15-feet in width (25-feet is preferred) and shall surround all wetlands. This buffer strip shall be placed in an easement.

The developer will need to submit the project to CCWD. Review, approval and permits are required prior to city plan approval and start of site work.

The development shall indicate that all structures are protected from flooding by processing a Letter of Map Change with FEMA prior to issuance of building permits within the unnumbered A-Zone on the FEMA flood map. Developer shall provide all FEMA paperwork and structure as-built surveys to homeowners at the time of lot closing.

The developer is responsible for following through with FEMA (as necessary) to receive final documents, to provide those documents to the homeowners, and to record these on the certificate of title for each parcel in the development.

Access/Street Design/Sidewalks/Trails

The development is proposing to gain/provide access from the construction of 131st Avenue NE beginning at the north end of Legacy Creek Parkway. 131st Avenue NE is a state aid roadway and will need to be constructed to state aid standards, including a trail and sidewalk. The developer has requested the City to coordinate a reimbursement for the installation of 131st Avenue to the benefiting parcels as they develop.

All local roads shall be constructed to 29-feet back of curb to back of curb in width and will extend to the edge of the plat for future connection with adjacent parcels.

Six-foot concrete sidewalks are required to be constructed on one side of all local streets. Location to be determined in the plan review process.

Trails shall be required to be constructed in accordance with current city standards. Location to be determined in the plan review process.

As part of the street design, the development will be required to provide streetlights installed in the manner, location and type prescribed by the City Engineer. The developer shall pay the costs of all the street lighting installations. The City agrees to pay the cost of maintaining the portion of the lights that are installed that reflect the normal and typical lighting requirements by the City.

Easements/Right-of-way/Permits
Dedication of public right-of-way along the 131st Avenue corridor will be required.

The developer will need to obtain all required permits to construct the proposed project. A copy of all permits will need to be submitted to the City prior to any site work.

Standard drainage and utility easements shall be dedicated along all lot lines and over areas of delineated wetlands, wetland mitigation, infiltration trenches, drainage swales, and storm water management ponds.

All local public streets require dedication of 60-feet of right-of-way.

The developer is to provide access for inspection and maintenance of storm water management infrastructure. This maintenance access shall be a minimum of 10-feet wide and allow for vehicular access. Restrictions will be placed on lot lines as needed to limit fences and landscaping to ensure access.

Attachment List:
Zoning and Location Map
Preliminary Plat (3)
Grading Plan (3)
Landscape Plan
Tree Preservation Plan
House Elevations
Narrative
Cost Share 131st Improvements
Public Comments
Unapproved Planning Commission Minutes

Strategic Plan Relationship

Not applicable.

Board/Commission Review

The Planning Commission voted 5-1 to approve the rezoning. The meeting minutes are attached for reference on the public hearing comments.

Financial Impact

Not applicable.

Public Outreach/Input

Notices of a public hearing were:

1. Mailed to property owners within 350 feet of the property boundaries.
2. Published in Blaine/Spring Lake Park/Columbia Heights/Fridley Life.
3. Posted on the City website.
4. Posted (sign) on the property with contact information for the Planning Department.

Staff Recommendation

By motion, introduce the ordinance for first reading and direct that it be placed on file for second reading at the June 15, 2026, council meeting.

Attachment List

1. Attachments
2. Public Comments
3. Unapproved Planning Commission Minutes

City of Blaine

Signature Copy
Ordinance: ORD 26-2606

First Reading
Ordinance Approving a Rezoning from Farm Residential (FR) to Development Flex (DF) at 3621 131st Avenue NE. Montean Meadows (Mark Montean) (Case File No. 26-0017/SLK)

THE CITY OF BLAINE DOES ORDAIN: (Added portions are underscored and deleted portions are shown with overstrike.)

Section 1. The Official Zoning Map of the Zoning Code of the Municipal Code of the City of Blaine is hereby amended to change the zoning classification of the following described property:

The Northeast Quarter of the Northwest Quarter (NE 1/4 of NW 1/4), Section Two (2), Township Thirty-one (31), Range Twenty-three {23), Anoka County, Minnesota, Except that port herein described, as follows:

Commencing at the Southwest comer of said Northeast Quarter of Northwest Quarter (NE 1/4 of NW 1/4); proceeding thence North along the West line thereof for 300 feet; proceeding thence East and parallel to the South line of said Northeast Quarter of Northwest Quarter (NE 1/4 of NW 1/4), for a distance of 400 feet; proceeding thence South and parallel to said West line for a distance of 300 feet and to the South line of said Northeast Quarter of Northwest Quarter (NE 1/4 of NW 1/4); proceeding thence West along said South line to the point of commencement. Subject to existing road.

AND,

That port of the Northeast Quarter of the Northwest Quarter (NE 1/4 of NW 1/4) Section Two (2), Township Thirty-one (31), Range Twenty-three (23), that is described as follows:

Commencing at the Southwest corner of said Northeast Quarter of Northwest Quarter (NE 1/4 of NW 1/4); proceeding thence North along the West line thereof for 300 feet; proceeding thence East and parallel to the South line of sold Northeast Quarter of Northwest Quarter (NE 1/4 of NW 1/4), for a distance of 400 feet; proceeding thence South and parallel to said West line for a distance of 300 feet and to the South line of said Northeast Quarter of Northwest Quarter (NE 1/4 of NW 1/4); proceeding thence West along said South line to the point of commencement. Subject to existing road.
{abstract property)

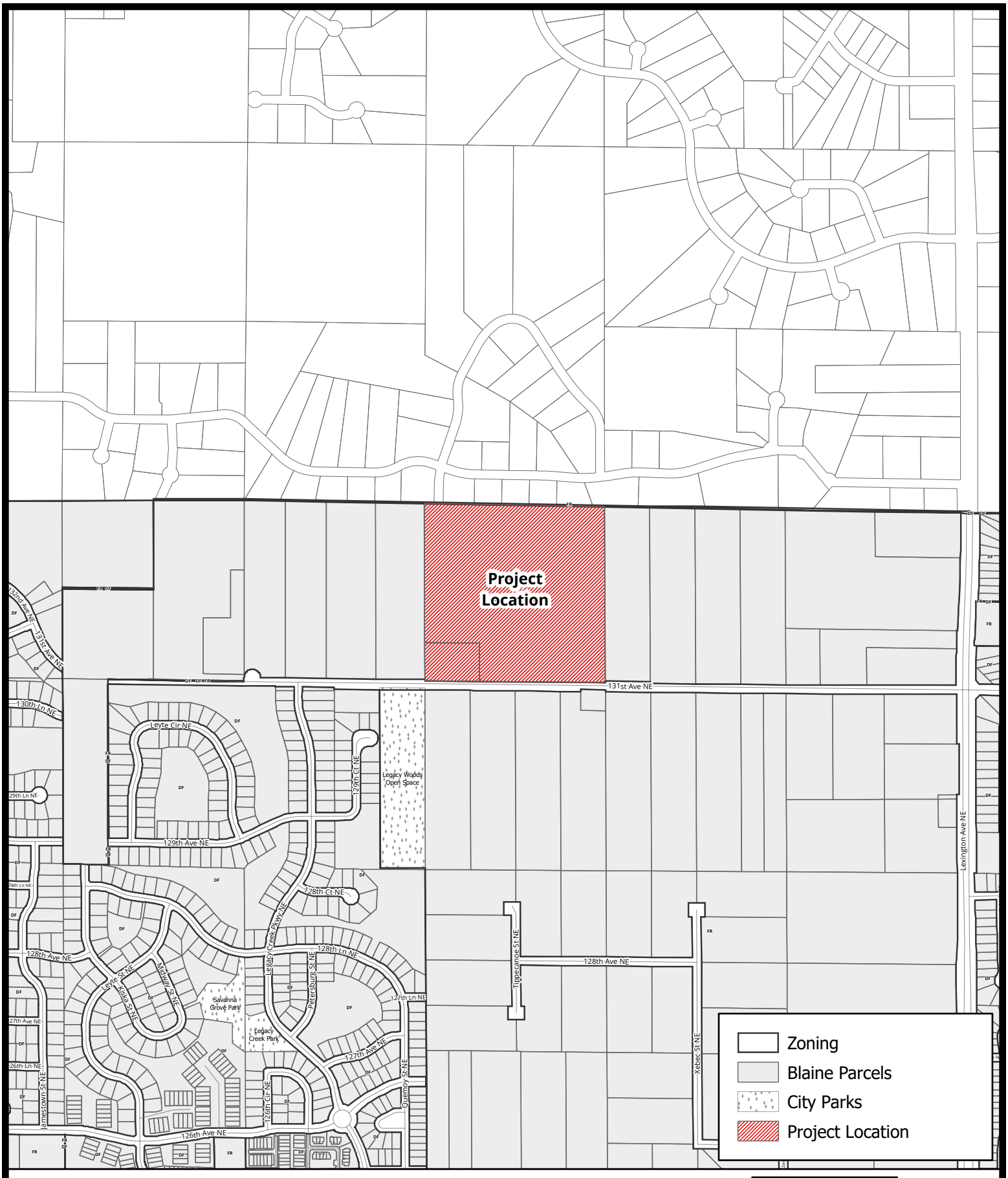
Section 2. The above described property is hereby rezoned from:

~~Farm Residential (FR)~~
to
Development Flex (DF)

Section 3. The City Manager is hereby directed to make the appropriate changes in the Official Zoning Map of the City of Blaine to reflect and show the changes in zoning classification as set forth above.

INTRODUCED and read in full this 1st day of June, 2026.

PASSED by the City Council of the City of Blaine this day of 20__.



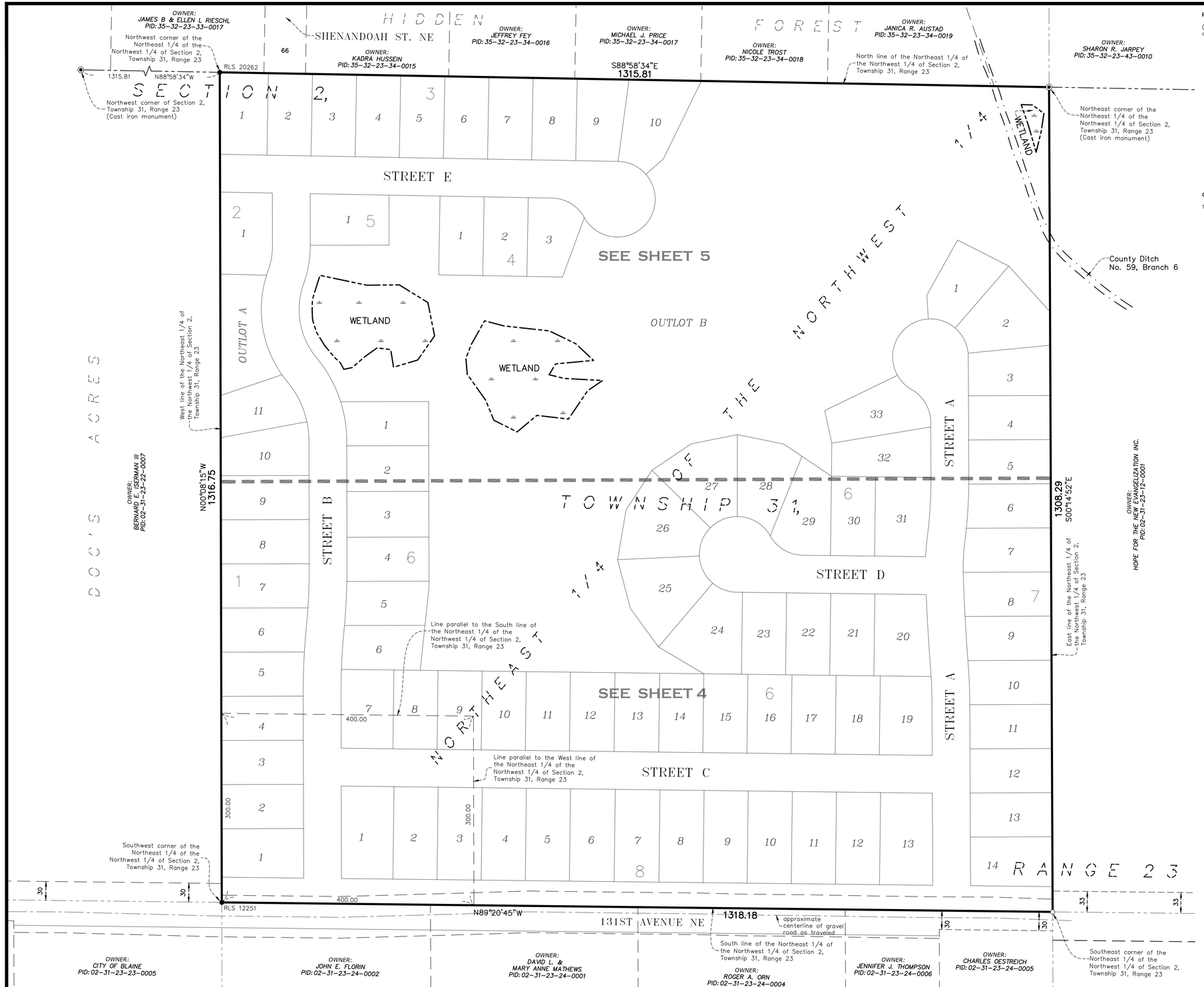
Case File No. 26-0017
Montean Meadows

Scale: 1:10,878

Blaine Planning Department / 10801 Town Square Dr NE / Blaine, MN 55449 / (763) 785-6180

BlaineMN.*gov*

This map is for general reference only. It is not for legal, engineering, or surveying use.



PARCEL DESCRIPTION:

(Per Title Commitment File No. 295979, with and effective date of December 19, 2024 at 08:00 A.M. prepared by TitleSmart, Inc. as issuing agent for Stewart Title Guaranty Company)

The Northeast Quarter of the Northwest Quarter (NE 1/4 of NW 1/4), Section Two (2), Township Thirty-one (31), Range Twenty-three (23), Anoka County, Minnesota, Except that part herein described, as follows:

Commencing at the Southwest corner of said Northeast Quarter of Northwest Quarter (NE 1/4 of NW 1/4); proceeding thence North along the West line thereof for 300 feet; proceeding thence East and parallel to the South line of said Northeast Quarter of Northwest Quarter (NE 1/4 of NW 1/4), for a distance of 400 feet; proceeding thence South and parallel to said West line for a distance of 300 feet and to the South line of said Northeast Quarter of Northwest Quarter (NE 1/4 of NW 1/4); proceeding thence West along said South line to the point of commencement. Subject to existing road.

AND:

That part of the Northeast Quarter of the Northwest Quarter (NE 1/4 of NW 1/4) Section Two (2), Township Thirty-one (31), Range Twenty-three (23), that is described as follows:

Commencing at the Southwest corner of said Northeast Quarter of Northwest Quarter (NE 1/4 of NW 1/4); proceeding thence North along the West line thereof for 300 feet; proceeding thence East and parallel to the South line of said Northeast Quarter of Northwest Quarter (NE 1/4 of NW 1/4), for a distance of 400 feet; proceeding thence South and parallel to said West line for a distance of 300 feet and to the South line of said Northeast Quarter of Northwest Quarter (NE 1/4 of NW 1/4); proceeding thence West along said South line to the point of commencement. Subject to existing road.

(abstract property)

GENERAL NOTES:

1) Bearings shown are based on the North line of the Northeast 1/4 of the Northwest 1/4 of Section 2, Township 31, Range 23, Anoka County, Minnesota, which is assumed to bear S88°58'34"E.

SITE DATA

TOTAL SITE AREA	±39.68 AC.	EXISTING ZONING	FR
TOTAL ROW AREA	±7.07 AC.	PROPOSED ZONING	DF
TOTAL OUTLOT AREA	±13.21 AC.	UTILITIES	AVAILABLE
OUTLOT A	±0.30 AC.		
OUTLOT B	±12.91 AC.	MINIMUM RESIDENTIAL SETBACK DATA:	
TOTAL LOT AREA	±19.40 AC.	FRONT	25 FT.
SMALLEST LOT	±8,750 S.F.	SIDE (GARAGE)	7.5 FT.
LARGEST LOT	±13,045 S.F.	SIDE (HOUSE)	7.5 FT.
AVERAGE LOT	±9,824 S.F.	SIDE CORNER	20 FT.
TOTAL NUMBER OF LOTS	86	REAR SETBACK	30 FT.
GROSS DENSITY	2.17 LOTS/AC.		
NET DENSITY	2.73 LOTS/AC.		

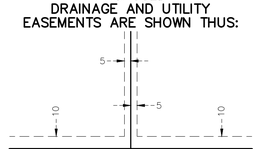
Number of Residential Units Proposed	**86**
Total Acreage	**39.68**
Exclusions	
Wetlands and required buffers	0.68
Rare, threatened, or endangered species preservation	3.85
Public parks and public open spaces	
Arterial Roads	
Future Development	
Public stormwater in outlots to be deeded to the City*	3.68
Commercial Uses	
Net Acreage (Total Acreage-Exclusions)	**31.47**
Gross Density (86 Units/39.68 Total Acres)	**2.17**
Net Density (86 Units/31.47Acres)	**2.73**

N

0 40 80 160

(SCALE IN FEET)

PROPOSED DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



(NOT TO SCALE)

Being 5 feet in width, and adjoining side lot lines, and 10 feet in width and adjoining right of way lines and rear lot lines unless otherwise shown on this plat.

LEGEND

- ◉ – Denotes Anoka County Section Monument, as noted
- ● – Denotes Found Iron Monument, as noted
- ○ – Denotes 5/8 inch by 14 inch rebar, marked with RLS 40361
- – Denotes Wetlands delineated by Kjolhaug Environmental Services in 2022

CARLSON ENGINEERING ENGINEERING SURVEYING PLANNING

3890 PHEASANT RIDGE DR NE
SUITE 100
BLAINE, MN 55449
TEL 763.489.7900
FAX 763.489.7959
CARLSON-ENGINEERING.COM

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota

Print Name: Thomas R. Balluff, L.S.
Signature:
Date: 04/03/26 License #: 40361

DRAWN BY: npc
ISSUE DATE: 04/03/26
FILE NO: 2494

Revisions:

MONTEAN PROPERTIES, LLC
1230 Sycamore Lane N
Plymouth, MN 55441

MONTEAN MEADOWS
Blaine, Minnesota

PRELIMINARY PLAT INDEX

3 of 16

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SECTION 2, TOWNSHIP 31, RANGE 23

ACRES

WETLAND

NORTHEAST 1/4

OUTLOT B
±562,402 sq.ft.
Drainage and Utility Easement (over all of Outlot B)

STREET B

STREET A

STREET C

STREET D

THE NORTHWEST 1/4

131ST AVENUE NE

Line parallel to the South line of the Northeast 1/4 of the Northwest 1/4 of Section 2, Township 31, Range 23

Line parallel to the West line of the Northeast 1/4 of Section 2, Township 31, Range 23

West line of the Northeast 1/4 of the Northwest 1/4 of Section 2, Township 31, Range 23

East line of the Northeast 1/4 of the Northwest 1/4 of Section 2, Township 31, Range 23

Southwest corner of the Northeast 1/4 of the Northwest 1/4 of Section 2, Township 31, Range 23

Southeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 2, Township 31, Range 23

RLS 12251

Centerline of road as traveled

South line of the Northeast 1/4 of the Northwest 1/4 of Section 2, Township 31, Range 23

N00°08'15"W 1316.75

1318.18 N89°20'45"W

1308.29 S00°14'52"E

998.2

997.7

449.9

400.00

±307,893 sq.ft.

(SCALE IN FEET)

OWNER: BERNARD E ISERMAN III PID: 02-31-23-22-0007

OWNER: CITY OF BLAINE PID: 02-31-23-23-0005

OWNER: JOHN E FLORIN PID: 02-31-23-24-0002

OWNER: DAVID L & MARY ANNE MATHEWS PID: 02-31-23-24-0001

OWNER: ROGER A ORN PID: 02-31-23-24-0004

OWNER: JENNIFER J THOMPSON PID: 02-31-23-24-0006

OWNER: CHARLES OESTREICH PID: 02-31-23-24-0005

OWNER: HOPE FOR THE NEIGHBORHOOD INC. PID: 02-31-23-12-0001

1	±9,292 sq.ft.	130.0	
2	±9,425 sq.ft.	130.0	
3	±9,425 sq.ft.	130.0	
4	±9,102 sq.ft.	130.3	
5	±9,035 sq.ft.	127.7	
6	±8,940 sq.ft.	125.0	
7	±10,373 sq.ft.	125.0	
8	±8,750 sq.ft.	125.0	
9	±8,750 sq.ft.	125.0	
10	±8,750 sq.ft.	125.0	
11	±8,750 sq.ft.	125.0	
12	±8,852 sq.ft.	125.0	
13	±8,852 sq.ft.	125.0	
14	±8,750 sq.ft.	125.0	
15	±8,750 sq.ft.	125.0	
16	±8,750 sq.ft.	125.0	
17	±8,750 sq.ft.	125.0	
18	±8,750 sq.ft.	125.0	
19	±10,344 sq.ft.	84.5	
20	±11,153 sq.ft.	118.7	
21	±9,100 sq.ft.	130.0	
22	±9,100 sq.ft.	130.0	
23	±9,100 sq.ft.	130.0	
24	±12,682 sq.ft.	130.0	
25	±13,045 sq.ft.	132.8	
26	±12,942 sq.ft.	130.0	
27	±12,528 sq.ft.	130.0	
28	±10,894 sq.ft.	135.9	
29	±10,766 sq.ft.	125.8	
30	±8,809 sq.ft.	125.8	
31	±10,756 sq.ft.	95.5	
32	±10,426 sq.ft.	158.0	
33	±11,129 sq.ft.	159.0	
1	±12,131 sq.ft.	146.7	
2	±10,267 sq.ft.	146.6	
3	±10,263 sq.ft.	146.6	
4	±10,260 sq.ft.	146.5	
5	±10,256 sq.ft.	146.5	
6	±10,396 sq.ft.	146.4	
7	±10,392 sq.ft.	146.4	
8	±10,245 sq.ft.	146.3	
9	±10,241 sq.ft.	146.3	
10	±10,237 sq.ft.	146.2	
11	±10,233 sq.ft.	146.2	
12	±10,230 sq.ft.	146.1	
13	±12,168 sq.ft.	146.1	
1	±10,111 sq.ft.	130.0	
2	±9,100 sq.ft.	130.0	
3	±9,100 sq.ft.	130.0	
4	±9,100 sq.ft.	130.0	
5	±9,143 sq.ft.	130.0	
6	±9,440 sq.ft.	132.0	
7	±9,752 sq.ft.	137.8	
8	±9,800 sq.ft.	140.0	
9	±9,800 sq.ft.	140.0	
10	±10,188 sq.ft.	140.0	
11	±9,162 sq.ft.	139.1	
1	±9,581 sq.ft.	130.0	
2	±9,100 sq.ft.	130.0	
3	±9,100 sq.ft.	130.0	
4	±9,100 sq.ft.	130.0	
5	±9,100 sq.ft.	130.1	
6	±9,213 sq.ft.	134.2	
7	±9,643 sq.ft.	139.6	
8	±9,687 sq.ft.	136.8	
9	±9,443 sq.ft.	132.6	
10	±9,160 sq.ft.	130.0	
11	±9,100 sq.ft.	130.0	
12	±9,100 sq.ft.	130.0	
13	±9,100 sq.ft.	130.0	
14	±10,157 sq.ft.	130.0	

CARLSON ENGINEERING
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3890 PHEASANT RIDGE DR NE
SUITE 100
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TEL 763.489.7900
FAX 763.489.7959
CARLSON-ENGINEERING.COM

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota

Print Name: Thomas R. Balluff, L.S.
Signature:
Date: 04/03/26 License #: 40361

DRAWN BY: npc
ISSUE DATE: 04/03/26
FILE NO: 2494

Revisions:

MONTEAN PROPERTIES, LLC
1230 Sycamore Lane N
Plymouth, MN 55441

MONTEAN MEADOWS
Blaine, Minnesota

PRELIMINARY PLAT

4 of 16

[Save Date: 04/08/26] F:\jobs\10141 - 10160\10143 - 131st avenue ne, blaine - montean\cad c3d\survey\pre plat\10143_preplat.dwg

OWNER: JAMES B. & ELLEN L. RIESCHL PID: 35-32-23-33-0017

SHENANDOAH ST. NE

66

OWNER: KADRA HUSSEIN PID: 35-32-23-34-0015

HIDDEN

OWNER: JEFFREY FEY PID: 35-32-23-34-0016

OWNER: MICHAEL J. PRICE PID: 35-32-23-34-0017

FOREST

OWNER: NICOLE TROST PID: 35-32-23-34-0018

OWNER: JANICA R. AUSTAD PID: 35-32-23-34-0019

OWNER: SHARON R. JARPEY PID: 35-32-23-43-0010

Northwest corner of the Northeast 1/4 of the Northwest 1/4 of Section 2, Township 31, Range 23 RLS 12251

1315.81 N88°58'34"W

Northwest corner of Section 2, Township 31, Range 23 (Cast iron monument)

S88°58'34"E 1315.81

North line of the Northeast 1/4 of the Northwest 1/4 of Section 2, Township 31, Range 23

551.6

Northeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 2, Township 31, Range 23 (Cast iron monument)

SECTION 2, TOWNSHIP 31, RANGE 23

1 ±9,856 sq.ft. | 2 ±9,100 sq.ft. | 3 ±9,100 sq.ft. | 4 ±9,100 sq.ft. | 5 ±9,101 sq.ft. | 6 ±9,101 sq.ft. | 7 ±9,101 sq.ft. | 8 ±9,101 sq.ft. | 9 ±9,704 sq.ft. | 10 ±12,450 sq.ft.

Drainage | Drainage and Utility Easement | Utility Easement

±307,893 sq.ft.

527.1 | 414.2

STREET E

109.6 R=195.0 | 60.0 | R=60.0 251.3 | 201.3

West line of the Northeast 1/4 of the Northwest 1/4 of Section 2, Township 31, Range 23

1 ±10,651 sq.ft. | 2 ±10,061 sq.ft. | 5 | 1 ±8,750 sq.ft. | 2 ±8,750 sq.ft. | 3 ±9,168 sq.ft. | 4

62.8 R=60.0 | 100.5 | 196.6

WETLAND

OUTLOT A ±13,160 sq.ft. Drainage and Utility Easement (over all of Outlot A)

156.1 R=150.0 | 124.9 | 165.5 | 192.7 | 102.8 | 121.3 R=175.0 | 73.6

11 ±9,162 sq.ft. | 10 ±10,188 sq.ft. | 9 ±9,800 sq.ft. | 8 ±9,800 sq.ft. | 7 ±9,752 sq.ft.

N00°08'15"W 1316.75

STREET B

1 ±9,292 sq.ft. | 2 ±9,425 sq.ft. | 3 ±9,425 sq.ft. | 4 ±9,102 sq.ft. | 5 ±9,035 sq.ft. | 6

139.5 | 295.0 | 200.0 | 100.0 R=1000.0

NORTH FIELD ST

OWNER: BERNARD E. ISERMAN III PID: 02-31-23-22-0007

N

0 25 50 100

(SCALE IN FEET)

WETLAND

OUTLOT B ±562,402 sq.ft. Drainage and Utility Easement (over all of Outlot B)

OF THE NORTHWEST 1/4

WETLAND

Proposed 100 Foot Ditch Easement

East line of the Northeast 1/4 of the Northwest 1/4 of Section 2, Township 31, Range 23

356.2

County Ditch No. 59, Branch 6

1 ±9,638 sq.ft. | 2 ±12,889 sq.ft. | 3 ±9,581 sq.ft. | 4 ±9,100 sq.ft. | 5 ±9,100 sq.ft. | 6 ±9,213 sq.ft. | 7 ±9,643 sq.ft. | 8 ±9,687 sq.ft.

Drainage and Utility Easement

251.3 R=60.0 | 109.6 R=195.0 | 99.5 R=750.0 | 57.2 R=350.0

33 ±11,129 sq.ft. | 32 ±10,426 sq.ft. | 6 | 30 ±8,809 sq.ft. | 31 ±10,756 sq.ft. | 29 ±10,766 sq.ft. | 28 ±10,894 sq.ft. | 27 ±12,528 sq.ft. | 26 ±12,942 sq.ft. | 25 ±13,045 sq.ft.

STREET A | STREET D

1308.29 S00°14'52"E

OWNER: HOPE FOR THE NEW EVANGELIZATION INC. PID: 02-31-23-12-0001

CARLSON ENGINEERING ENGINEERING SURVEYING PLANNING

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SUITE 100
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CARLSON-ENGINEERING.COM

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Print Name: Thomas R. Balluff, L.S.
Signature:
Date: 04/03/26 License #: 40361

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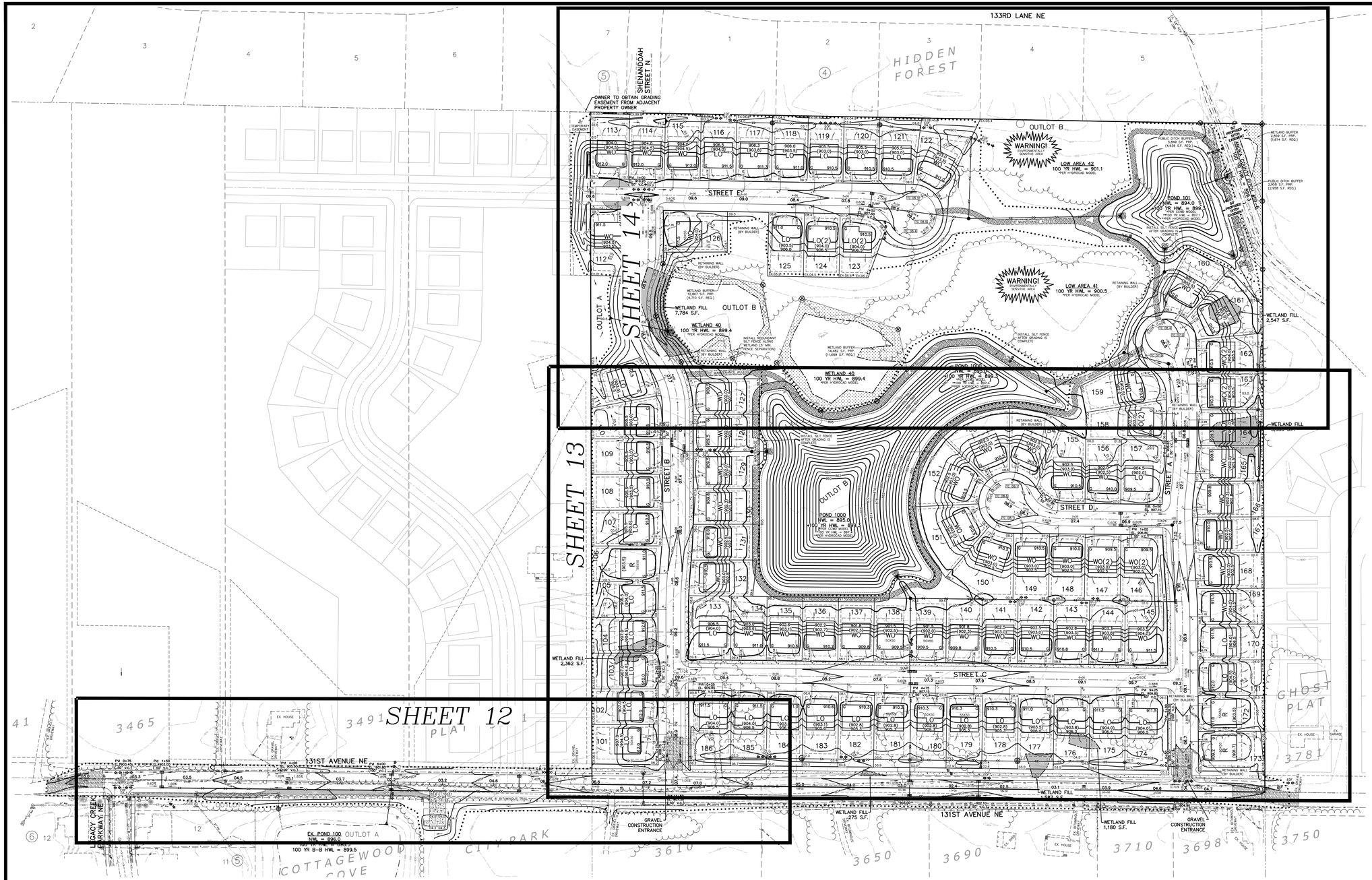
MONTEAN PROPERTIES, LLC
1230 Sycamore Lane N
Plymouth, MN 55441

MONTEAN MEADOWS
Blaine, Minnesota

PRELIMINARY PLAT

5 of 16

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LEGEND

	EXISTING	PROPOSED
PROPERTY LINE		
EASEMENT LINE		
CURB LINE		
GRAVEL SURFACE		
BITUMINOUS		
CONCRETE		
SANITARY SEWER		
STORM SEWER		
DRAINTILE		
WATER MAIN		
OVERHEAD UTILITY		
STORM CATCH BASIN		DENOTES INLET PROTECTION
STORM MANHOLE		
MANHOLE		
HYDRANT		
GATE VALVE		
TELEVISION BOX		
TELEPHONE BOX		
UTILITY POLE		
RETAINING WALL		
FENCE		
10' CONTOUR	890	890
2' CONTOUR	892	892
RCWD FLOODPLAIN	RCWD	RCWD
WETLAND LINE		
SPOT ELEVATION	00.0	00.0 / E.O.F.
EMERGENCY OVERFLOW		000.0
SILT FENCE		
TREE FENCE		
GRADING LIMITS		
TREELINE		
INFILTRATION AREA		
MAINTENANCE ACCESS		
WELL		
LIGHT POLE		
FLAG POLE		
ELECTRIC BOX		
TELEPHONE BOX		
TELEVISION BOX		
SIGN		
GEOTECH SOIL BORING		SB6.1 SB-6
AMENDED SOILS		

NOTES

1. SITE IS LOCATED WITHIN THE BOUNDARIES OF THE COON CREEK WATERSHED DISTRICT.
2. SOIL STOCKPILES SHALL BE FITTED BY SEDIMENT-TRAPPING MEASURES AND STABILIZED WITHIN 7 DAYS OF INACTIVITY.
3. STREET SWEEPING SHALL TAKE PLACE BY THE END OF DAY (IF REQUIRED).
4. EROSION CONTROL AND SEDIMENT CONTROL DEVICES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
5. WETLAND BUFFER SIGNS SHALL BE INSTALLED IMMEDIATELY AFTER PROJECT GRADING IS COMPLETED.
6. THE DNR DEWATERING PERMIT MUST BE OBTAINED PRIOR TO ANY DEWATERING ACTIVITY. THE DEWATERING PLAN MUST BE SUBMITTED TO THE COON CREEK WATERSHED DISTRICT AT LEAST 7 DAYS PRIOR TO DEWATERING ACTIVITY FOR REVIEW AND APPROVAL.

N

0 50 100 200
(IN FEET)

BENCHMARK

1. Anoka County Benchmark No. 2006 – Elevation 897.58 ft. (NAVD88)
2. Anoka County Benchmark No. 3096 – Elevation 901.76 ft. (NAVD88)

CALL BEFORE YOU DIG.

811 Know what's below. Call before you dig.

The subsurface utility information shown on this plan is utility Quality Level D. This quality level was determined according to the guidelines of CI/ASCE 38-02, entitled "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."

WETLAND/PUBLIC DITCH BUFFER SUMMARY (10' MIN/15' AVG)

WETLAND BUFFER AREA = 39,015 SF (0.90 AC)
[REQUIRED BUFFER = 30,910 SF (0.71 AC)

WETLAND BUFFER SIGN

WETLAND SUMMARY

WETLAND IMPACT = 21,070 S.F.

WETLAND REPLACEMENT CREDITS WILL BE PURCHASED IN LIEU OF ONSITE REPLACEMENT

CARLSON ENGINEERING
ENGINEERING SURVEYING PLANNING
3890 PHEASANT RIDGE DR NE
SUITE 100
BLAINE, MN 55449
TEL 763.489.7900
FAX 763.489.7959
CARLSON-ENGINEERING.COM

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 under the laws of the State of Minnesota

Print Name: Brian J. Krystofiak, P.E.
Signature:
Date: 04/03/26 License #: 25063

Drawn: LOC
Designed: BJK
Date: 04/03/26

Revisions:

MONTEAN PROPERTIES, LLC
1230 Sycamore Lane N
Plymouth, MN 55441

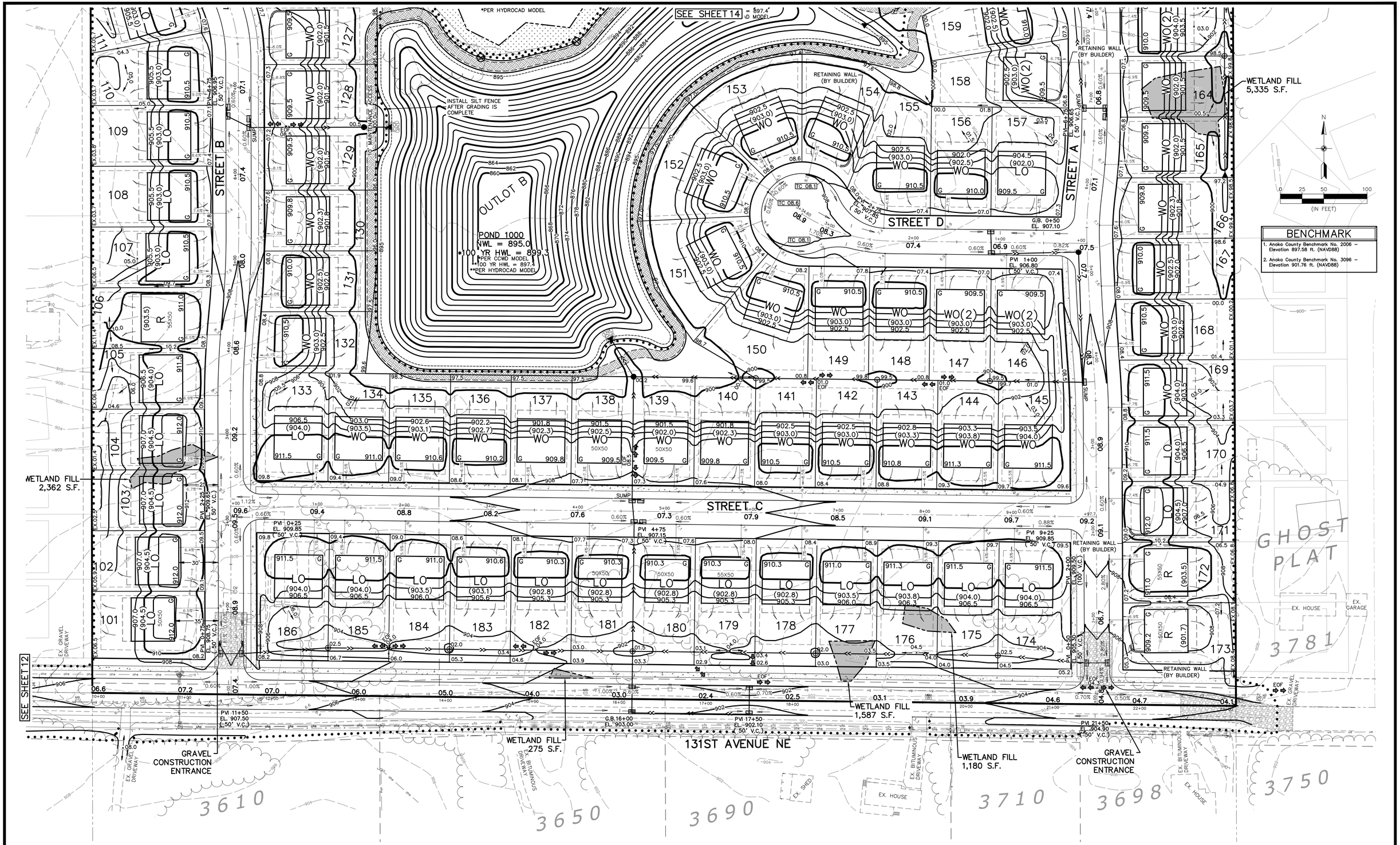
MONTEAN MEADOWS
Blaine, Minnesota

PRELIMINARY GRADING & EROSION CONTROL INDEX

11 of 16

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#10143



CARLSON ENGINEERING
ENGINEERING
SURVEYING
PLANNING
3890 PHEASANT RIDGE DR NE
SUITE 100
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TEL 763.489.7900
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Print Name: Brian J. Krystofiak, P.E.
Signature:
Date: 04/03/26 License #: 25063

Drawn: LOC
Designed: BJK
Date: 04/03/26

Revisions:

MONTEAN PROPERTIES, LLC
1230 Sycamore Lane N
Plymouth, MN 55441

MONTEAN MEADOWS
Blaine, Minnesota

PRELIMINARY GRADING & EROSION CONTROL PLAN

13 of 16

Save Date: 04/08/26 | F:\jobs\10141 - 10160\10143 - 131st avenue ne, blaine - montean\cad c3d\engineering\preliminary\10143_gr.dwg

133RD LANE NE

SHENANDOAH STREET N

HIDDEN FOREST

OWNER TO OBTAIN GRADING EASEMENT FROM ADJACENT PROPERTY OWNER

40' TEMPORARY EASEMENT

STREET E

STREET A

STREET B

OUTLOT A

OUTLOT B

RETAINING WALL (BY BUILDER)

WARNING! ENVIRONMENTALLY SENSITIVE AREA

LOW AREA 42
100 YR HWL = 901.1
*PER HYDROCAD MODEL

LOW AREA 41
100 YR HWL = 900.5
*PER HYDROCAD MODEL

POND 101
NWL = 894.0
100 YR HWL = 899.3
*PER CCWD MODEL
**100 YR HWL = 897.1
**PER HYDROCAD MODEL

POND 1000
NWL = 895.0
100 YR HWL = 899.3
*PER CCWD MODEL
**100 YR HWL = 897.4
**PER HYDROCAD MODEL

WETLAND 40
100 YR HWL = 899.4
*PER HYDROCAD MODEL

WETLAND BUFFER 12,867 S.F. PRP. (9,710 S.F. REQ.)

WETLAND FILL 7,784 S.F.

WETLAND BUFFER 14,482 S.F. PRP. (11,689 S.F. REQ.)

PUBLIC DITCH BUFFER 5,849 S.F. PRP. (4,939 S.F. REQ.)

WETLAND BUFFER 2,859 S.F. PRP. (1,614 S.F. REQ.)

PUBLIC DITCH BUFFER 2,958 S.F. PRP. (2,958 S.F. REQ.)

50' PROPOSED DITCH EASEMENT

ANOKA COUNTY DITCH 59-6
100 YR HWL = 899.3

WETLAND FILL 2,547 S.F.

WETLAND FILL 5,335 S.F.

10' MAINTENANCE ACCESS

INSTALL SILT FENCE AFTER GRADING IS COMPLETE

INSTALL REDUNDANT SILT FENCE ALONG WETLAND (5' MIN. FENCE SEPARATION)

18" RCP CULVERT

SEE SHEET 13

N

0 25 50 100
(IN FEET)

BENCHMARK

1. Anoka County Benchmark No. 2006 – Elevation 897.58 ft. (NAVD88)
2. Anoka County Benchmark No. 3096 – Elevation 901.76 ft. (NAVD88)

CARLSON ENGINEERING
ENGINEERING SURVEYING PLANNING
3890 PHEASANT RIDGE DR NE
SUITE 100
BLAINE, MN 55449
TEL 763.489.7900
FAX 763.489.7959
CARLSON-ENGINEERING.COM

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 under the laws of the State of Minnesota

Print Name: Brian J. Krystofiak, P.E.
Signature:
Date: 04/03/26 License #: 25063

Drawn: LOC
Designed: BJK
Date: 04/03/26

Revisions:

MONTEAN PROPERTIES, LLC
1230 Sycamore Lane N
Plymouth, MN 55441

MONTEAN MEADOWS
Blaine, Minnesota

PRELIMINARY GRADING & EROSION CONTROL PLAN

14 of 16

Save Date: 04/08/26 F:\jobs\10141 - 10160\10143 - 131st avenue ne, blaine - montean\cad c3d\engineering\preliminary\10143_gr.dwg

#10143

CITY OF BLAINE LANDSCAPE REQUIREMENTS

TREES REQUIRED – SINGLE FAMILY

1) MINIMUM OF ONE (1) OVERSTORY DECIDUOUS TREE WITHIN THE BOULEVARD PER LOT.

BOULEVARD TREES REQUIRED = 86 (86 LOTS X 1)
BOULEVARD TREES PROVIDED = 86

2) MINIMUM OF ONE (1) OVERSTORY DECIDUOUS OR EVERGREEN TREE WITHIN THE FRONT / REAR YARD.

FRONT / REAR YARD TREES REQUIRED = 86 (86 LOTS X 1)
FRONT / REAR YARD TREES PROVIDED = 86

3) MINIMUM OF ONE (1) OVERSTORY DECIDUOUS TREE WITHIN CORNER LOT SIDE YARDS.

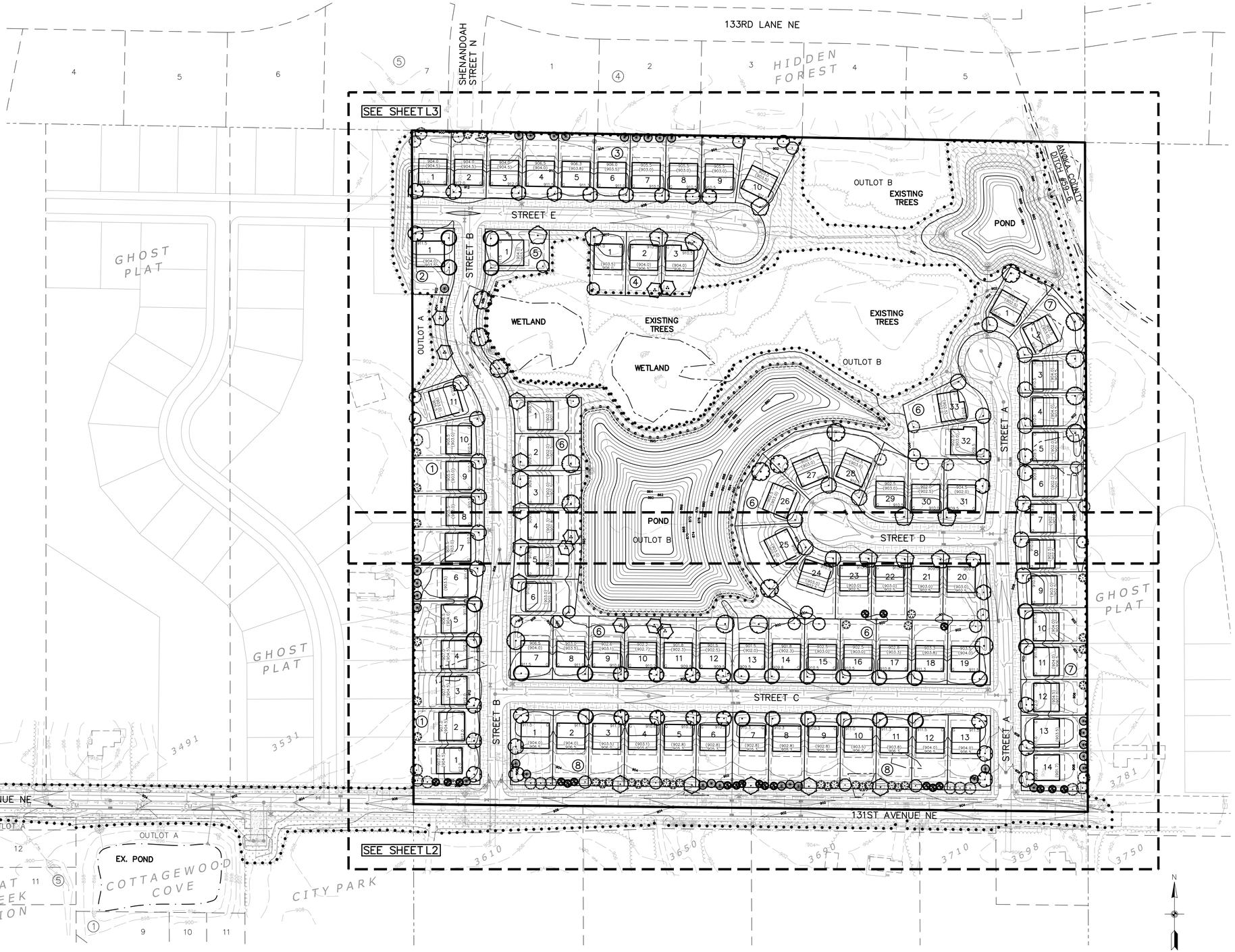
CORNER YARD TREES REQUIRED = 10 (10 CORNER LOTS X 1)
CORNER YARD TREES PROVIDED = 10

TOTAL TREES REQUIRED = 182 (INCLUDES 98 REPLACEMENT TREES PER TREE PRESERVATION PLAN)

TOTAL TREES PROVIDED = 258 (INCLUDES ADDITIONAL SCREENING TREES ALONG 131ST AVE NE / BOUNDARY)

LANDSCAPE PLAN NOTES

1. EXISTING CONDITIONS. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO BIDDING AND CONSTRUCTION START. ANY DISCREPANCIES FOUND THAT AFFECT THE WORK SHALL BE REPORTED TO THE OWNER/LANDSCAPE ARCHITECT FOR CLARIFICATION PRIOR TO BIDDING OR APPROVING ANY ADDITIONAL WORK REQUIRED.
2. UTILITY LOCATES. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL PUBLIC AND PRIVATE UTILITIES, INCLUDING IRRIGATION LINES, AT LEAST 48 HOURS BEFORE EXCAVATING OR IN ACCORDANCE WITH STATE LAW. IN MINNESOTA, CALL GOPHER STATE ONE–CALL AT 651–454–0002 FOR FIELD LOCATION OF PUBLIC UNDERGROUND UTILITY LINES. ALL LOCATES AND ITEMS NOTED AS 'FIELD VERIFY' ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR AT THEIR EXPENSE.
3. PERMITS. CONTRACTOR SHALL VERIFY WITH THE OWNER/LANDSCAPE ARCHITECT THAT THE REQUIRED PERMITS HAVE BEEN OBTAINED PRIOR TO CONSTRUCTION START. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS, AND PERMITS GOVERNING THE WORK.
4. EXISTING ITEMS TO REMAIN. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING PAVEMENT, STRUCTURES, UTILITIES, TREES, SITE AMENITIES, ETC. THAT ARE TO REMAIN FROM DAMAGE DURING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY DAMAGE (AT CONTRACTOR'S EXPENSE) TO EXISTING ITEMS TO REMAIN.
5. CONSTRUCTION STAGING AND ACCESS. CONTRACTOR SHALL VERIFY THE LOCATION FOR CONSTRUCTION STAGING AND SITE ACCESS WITH THE OWNER/LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION START. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING PEDESTRIAN AND VEHICLE ACCESS WITHIN AND ADJACENT TO THE SITE THROUGHOUT THE CONSTRUCTION PERIOD UNLESS OTHERWISE NOTED. LONG–TERM STORAGE OF MATERIALS OR SUPPLIES ON–SITE WILL NOT BE PERMITTED. ALL WASTE AND/OR UNUSED MATERIAL SHALL BE PROMPTLY REMOVED FROM THE SITE.
6. SITE REMOVALS. REFER TO CIVIL PLANS FOR GENERAL SITE REMOVALS. ALL ITEMS NOTED TO BE REMOVED SHALL BE COMPLETED BY THE CONTRACTOR AND IMMEDIATELY DISPOSED OF OFF–SITE, IN ACCORDANCE WITH LOCAL REGULATIONS, UNLESS OTHERWISE NOTED. COORDINATE WITH OWNER/LANDSCAPE ARCHITECT FOR ANY ITEMS NOTED AS 'REMOVED BY OTHERS' OR 'REMOVE AND SALVAGE.'
7. UTILITY COORDINATION. REFER TO CIVIL PLAN SHEETS FOR INFORMATION RELATED TO PROPOSED UTILITIES. COORDINATE WITH ELECTRICAL CONTRACTORS FOR SITE ELECTRICAL WORK AND SITE LIGHTING.
8. CONSTRUCTION STAKING. UNLESS OTHERWISE NOTED, CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING CONTROL POINTS AND ALL CONSTRUCTION FIELD STAKING DURING THE COURSE OF THE PROJECT.
9. DIMENSIONS. DIMENSIONS TAKE PRECEDENCE OVER SCALE. DIMENSIONS ARE TO FACE OF CURB, EDGE OF PAVEMENT/WALKWAY, OR OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
10. PLAN QUANTITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL MATERIAL QUANTITIES PER PLAN. MATERIAL SCHEDULES ARE PROVIDED SOLELY FOR CONTRACTOR'S CONVENIENCE.
11. REFERENCE SPECIFICATIONS. THE FOLLOWING SPECIFICATIONS SHALL GOVERN THIS PROJECT ACCORDING TO THE FOLLOWING ORDER:
    1. ADDENDA, WITH THOSE OF A LATER DATE HAVING PRECEDENCE OVER THOSE OF AN EARLIER DATE.
    2. LANDSCAPE SPECIFICATIONS.
    3. PLAN DRAWINGS.
    4. PLANT / MATERIAL SCHEDULES.
    5. CITY STANDARD SPECIFICATIONS AND DETAILS.
    6. MnDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION, LATEST EDITION.



CALL BEFORE YOU DIG

811 Know what's below. Call before you dig.

1 L1 OVERALL LANDSCAPE PLAN

N

0 50 100 200
(IN FEET)

CARLSON ENGINEERING
ENGINEERING SURVEYING PLANNING
3890 PHEASANT RIDGE DR NE
SUITE 100
BLAINE, MN 55449
TEL 763.489.7900
FAX 763.489.7959
CARLSON-ENGINEERING.COM

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 Landscape Architect under the laws of the State of Minnesota

Print Name: Ryan J. Ruttger, RLA
Signature:
Date: 04/03/26 License #: 56346

Drawn: RJR
Designed: RJR
Date: 04/03/26

Revisions:

MONTEAN PROPERTIES, LLC
1230 Sycamore Lane N
Plymouth, MN 55441

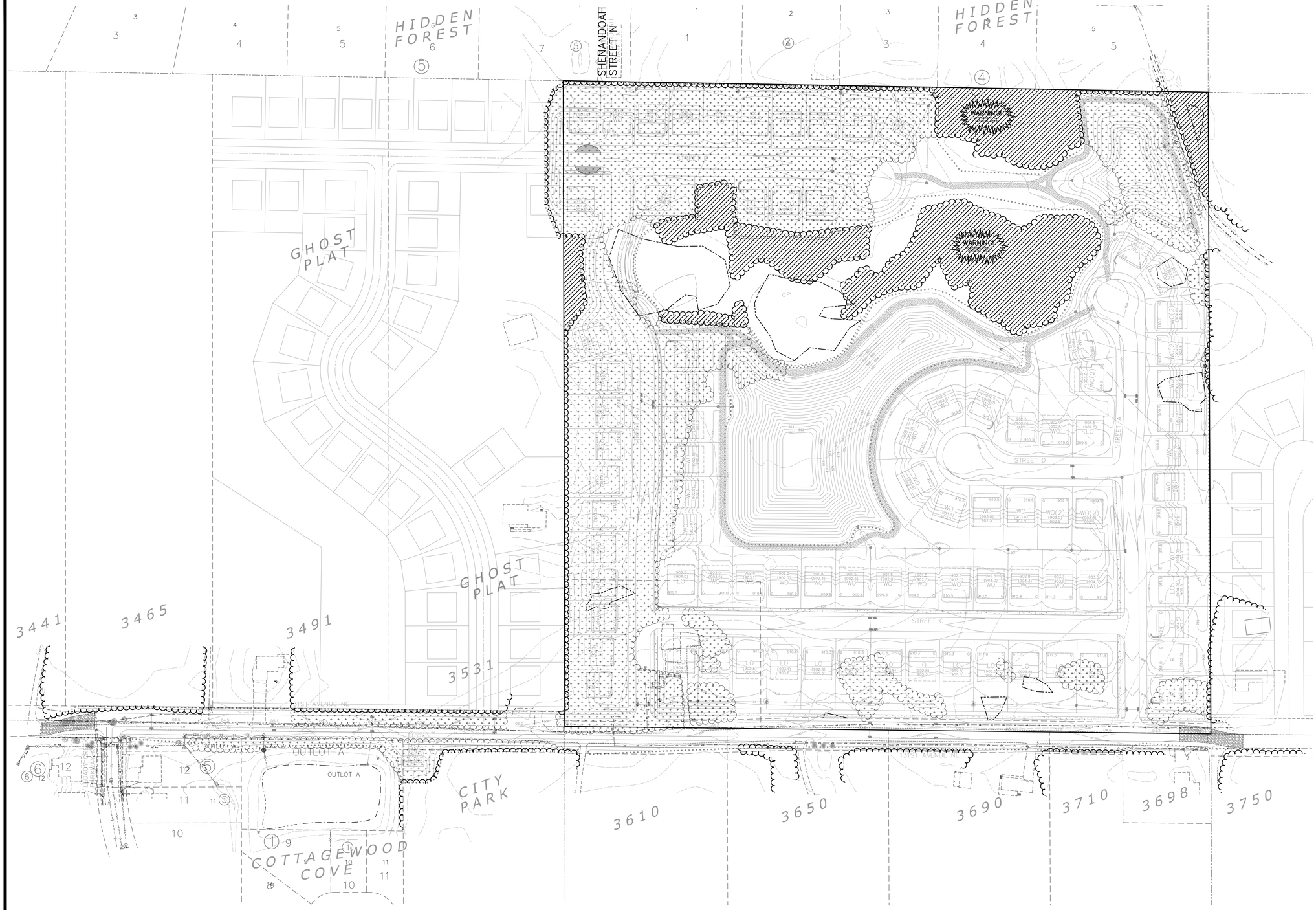
MONTEAN MEADOWS
Blaine, Minnesota

PRELIMINARY LANDSCAPE PLAN

L1 of 4

Save Date: 04/08/26 | F:\jobs\10141 - 10160\10143 - 131st avenue ne, blaine - montean\cad c3d\landscape\L10143_landscape.dwg

#10143



LEGEND

	EXISTING	PROPOSED
PROPERTY LINE		
CURB		
BUILDING SETBACK LINE		
BITUMINOUS		
GRAVEL		
CONCRETE		
10' CONTOUR	890	890
2' CONTOUR	892	892
SILT FENCE		
TREE FENCE		
TREE LINE		
TREE SAVE AREA		
TREE REMOVE AREA		
TREE (CONIF./DECID.)		

TREE TOTALS

TOTAL TREE AREA REMOVED =	12.2 AC
TOTAL TREE AREA SAVED =	3.6 AC
TOTAL TREE AREA =	15.8 AC

REPLACEMENT TREES REQUIRED = 98 TREES
(8 TREES / ACRE REMOVED)

N

0 50 100 200
(IN FEET)

BENCHMARK

1. Anoka County Benchmark No. 2006 – Elevation 897.58 ft. (NAVD88)
2. Anoka County Benchmark No. 3096 – Elevation 901.76 ft. (NAVD88)

CARLSON ENGINEERING
ENGINEERING
SURVEYING
PLANNING

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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 under the laws of the State of Minnesota

Print Name: Brian J. Krystofiak, P.E.
Signature:
Date: 04/03/26 License #: 25063

Drawn: LOC
Designed: BJK
Date: 04/03/26

Revisions:

MONTEAN PROPERTIES, LLC
1230 Sycamore Lane N
Plymouth, MN 55441

MONTEAN MEADOWS
Blaine, Minnesota

TREE PRESERVATION PLAN

T1 of T1

Save Date: 03/27/26 F:\jobs\10141 - 10160\10143 - 131st avenue ne, blaine - montean\cad c3d\engineering\preliminary\10143_tree preservation.dwg

#10143

Lewis

Approx. 2,692 sq ft

4 beds · 2.5 baths

3-car garage



Folk - C3

LENNAR

To: Planning Commission Members,

From: Mark Montean

Project Background and Site History

The subject property was purchased by my family in the spring of 1964. At the time of purchase, it was understood that the area would ultimately be serviced by municipal water and sanitary sewer. For several decades, the property functioned as a hobby farm, utilizing private well and septic systems and reflecting the area's rural character at that time.

In 2008, I began evaluating development potential for the approximately 39-acre site. These efforts were delayed due to the economic downturn and the property's location outside an eligible sanitary sewer district. Following the passing of the applicant's parents in 2014 and 2015, the existing residence was renovated and transitioned to a rental use, while the agricultural land continued to be leased to a local farmer.

In April 2018, the property was reclassified from Sewer District 7 to Sewer District 6, significantly improving access to municipal water and sanitary sewer infrastructure. Following this change, the applicant engaged Carlson Engineering to prepare multiple concept plans to evaluate feasible development options.

During 2024 and 2025, I met with adjacent property owners and participated in two City Council workshops to review development concepts and address site-specific engineering constraints. Based on feedback from City staff and the City Council workshops, the development plan was refined to incorporate environmental considerations, including the preservation of approximately 12 acres of non-developable open space. My family wants to leave a legacy in Blaine. The Michael's Meadow (open area) will be named after my brother who passed away unexpectedly. These areas include land identified by the Minnesota Department of Natural Resources as supporting rare plant species.

The current proposal reflects this feedback and seeks to develop the site as an approximately 86-lot residential subdivision. The plan emphasizes larger lot configurations, integration of open space, preservation of environmentally sensitive areas, and neighborhood amenities, including views of onsite ponds.

131st Improvements:

The developer would like to propose that the cost of the improvements for 131st Avenue NE be paid for up front by the Montean Development. The developer would be reimbursed by each parcel fronting on 131st Avenue as they develop or sell. This reimbursement amount would be based on each parcels proportional share (based on frontage), and would be collected by the city and reimbursed to the developer.

COST ESTIMATE SUMMARY

PROPERTY	FRONTAGE	SHARE OF COST (%)	COST*
DEVELOPMENT	1318'	33.0%	$511,500.00
3621 - 131ST AVENUE			
PID 02-31-23-21-001			
CITY PARK	330'	8.3%	$128,650.00
PID 02-31-23-23-005			
COTTAGEWOOD COVE	N/A**		
PRESERVE AT LEGACY CREEK	N/A		
FUTURE DEVELOPMENT	2338'	58.7%	$909,850.00
3465 - 131ST AVENUE			
3491 - 131ST AVENUE			
3531 - 131ST AVENUE			
3610 - 131ST AVENUE			
3650 - 131ST AVENUE			
3690 - 131ST AVENUE			
3698 - 131ST AVENUE			
3710 - 131ST AVENUE			
TOTAL	3986'	100%	$1,550,000.00

* Based on Engineers Estimate 2/18/25 (subject to change w/final bid numbers)
** Existing Escrow w/City of Blaine (Amount to be verified by City)

Total cost of 131st Avenue Improvements = $1,550,000 (excluding lift station and forcemain)

Lift Station

The developer also proposes that the lift station & forcemain improvements be paid for up front by the Montean Development. Again the developer would be reimbursed by all the benefitting parcels as they develop/connect. The developer will look to the city for the best method to calculate reimbursment amounts for each benefitting parcel. The estimated cost for the lift station is $550,000

From: Patrick Vesperman
To: Planning
Subject: Montean Meadows Case: 26-0017
Date: Saturday, May 2, 2026 8:38:16 AM

Hello,

I would like to voice my opposition to Case 26-0017 Montean Meadows rezoning request and development plan. Blaine has shrinking open green space and the area north of 131st is a city gem and should be preserved.

Best,

--
Patrick Vesperman
651-788-5846

From:	David L Mathews
To:	Sheila Sellman
Cc:	Terra Fleming; Chris Massoglia; Pat Robinson; Alan Goracke
Subject:	Formal Objection: Montean Meadows Development - Case 26-0017 (3621 131st Ave NE)
Date:	Friday, May 8, 2026 12:41:17 PM

Dear Ms. Sellman,

I am formally submitting my objections regarding Case 26-0017, the proposed Montean Meadows development at 3621 131st Avenue NE. Having resided on the property adjacent to this site for 40 years, I am deeply concerned by the precedent this project sets for the City of Blaine.

Specifically, the plan calls for property owners surrounding the project to pay the developer directly for the cost of the project's lift station. This is a highly irregular arrangement that forces neighbors to fund a private developer's essential utility infrastructure. I am requesting formal clarification from the city on whether Blaine has ever allowed a developer to mandate that unattached private property owners pay for the construction of a lift station.

My objections are centered on the following critical issues:

- **Zoning Precedent and Tax Impact:** I oppose the rezoning from Farm Residential (FR) to Development Flex (DF). This shift creates an expectation that the surrounding properties will be subject to involuntary rezoning in the future, fundamentally altering the character of our established neighborhood. Furthermore, I am deeply concerned that this rezoning will result in significantly higher property taxes for long-standing residents, essentially forcing neighbors to pay higher costs for a development they did not initiate and do not want.

- **Inequitable Infrastructure Costs:** The current funding model requires the **eight adjacent properties to pay 67%** of an estimated $2.5 million in infrastructure costs. In contrast, the **developer can spread their 33% share** across the entire 86 units in the project, significantly diluting their individual financial burden. Forcing unattached properties to bear the overwhelming financial weight of a private developer’s requirements, including the lift station, mandatory sewer hook-ups, septic removals, and well capping, is fundamentally unjust. I urge the city to require the developer to pay for all infrastructure costs associated with this project and to place no financial burden on non-participating landowners.

- **Traffic and Safety Hazards on 131st Ave NE:** The addition of 86 new units will critically overload the currently unpaved gravel road. Under Minnesota Statutes Chapter 160, roads designated for "low-volume" use are generally appropriate only for volumes of fewer than 150 vehicles per day. This development will immediately surpass this threshold. Furthermore, under MN Rule 7470.1100, the city must ensure school bus stops are safe; a high-traffic gravel road creates visibility and braking hazards for students.

- **Paving Requirement to Lexington Avenue:** The current plan shows a complete disregard for residents to the east. I urge the council to require that the developer, at their sole expense, pave 131st Ave NE in its entirety from the development site to Lexington Avenue.

The city should not allow a developer to shift their primary business expenses onto long-standing residents while failing to provide necessary safety and infrastructure improvements for the impacted community. Please include these comments in the official record for the public hearing on Tuesday, May 12, 2026.

Sincerely,

David L. Mathews

3650 131st Ave NE, Blaine, MN

612-240-3631

Virus-free.www.avast.com

From: Rieschl, James B
To: Planning
Subject: FW: Case File NO. 26-0017 Monteam Medows
Date: Thursday, May 7, 2026 7:49:10 PM
Attachments: image002.png

I will be unable to attend the Public Hearing because I work 2nd shift. My concern is a health issue. I have a rare fungal infection called Blastomycosis (see description below)

Everything you are planning on doing is everything I can't be around for health reasons, moving Rotting trees, Digging, and disruption to the soil and so on . Our property is in Ham Lake along Shenandoah Street. Lot 1 is in contact with our property but only part of it. Is there any way to protect our property from direct contact to this project. Maybe leave a small buffer of tress to reduce the dust or shift lot 1 to the right one property. I know you don't have to do anything, but the chance of me contacting the Blastomycosis while I am still in treatment for it is very high. I can't mow the lawn or rake / blow leaves. 4 out of 5 people die from Blastomycosis, so am a lucky one, it almost killed me twice during my 9-week hospital stay So you can understand my concern. If you want a Docters note to prove my sickness let me know.

Thanks for your consideration.

James Rieschl 3602 133rd Lane NE

Blastomycosis is a rare but serious infection caused by breathing in *Blastomyces* fungal spores found in moist soil, decomposing wood, and leaves, particularly in the Mississippi, Ohio, and Great Lakes river valleys. Symptoms include fever, cough, chest pain, and fatigue, often resembling bacterial pneumonia, or skin lesions if disseminated. It is treated with prescription antifungal medication (e.g., itraconazole), with a good prognosis if caught early, though it can be fatal if untreated. Cleveland Clinic +5



From: Jon Gorzycki
To: Sheila Sellman; Shawn Kaye; Pat Robinson; Alan Goracke
Subject: Public Comments on Case File 26-0017
Date: Sunday, May 10, 2026 11:05:36 AM

Dear Ms. Sellman and Ms. Kaye,

I am writing to formally submit my objections and concerns on Case File 26-0017, the proposed Montean Meadows development located at 3621 131st Avenue NE.

The current plan indicates that neighboring property owners may be required to directly compensate the developer for construction of a lift station. This arrangement appears highly atypical and raises significant concerns regarding the appropriateness of assigning private development infrastructure costs to adjacent, non-participating property owners. I respectfully request formal clarification from the City regarding whether similar requirements have been authorized in prior developments, and under what statutory or municipal authority such a condition is being considered.

My concerns are outlined in detail below:

1. Inequitable Allocation of Infrastructure Costs
The proposed cost-sharing model assigns approximately 67% of an estimated $2.5 million in infrastructure costs to eight adjacent properties, while the developer's 33% share may be distributed across 86 residential units. This results in a disproportionate and inequitable financial burden on existing property owners who are not participants in the development. These costs include, but are not limited to, lift station construction, sewer connections, septic system removal, and well capping.

I respectfully request that the City require the developer to assume full responsibility for all infrastructure necessary to support the project and to avoid imposing financial obligations on neighboring properties that do not directly benefit from or request these improvements.

2. Traffic and Safety Concerns – 131st Avenue NE
The addition of 86 residential units will substantially increase traffic volume on 131st Avenue NE, which currently exists as an unpaved gravel roadway. This increase will exacerbate existing safety concerns associated with unpaved roads, including reduced visibility, dust generation, and longer vehicle stopping distances.

Additionally, the most direct and commonly recommended route from the proposed development to the nearest freeway access point (Lexington Avenue and I-35W) utilizes the unpaved portion of 131st Avenue NE. As a result, this segment is likely to experience the majority of increased traffic. In contrast, Legacy Creek Parkway NE, an alternate route, presents its own safety concerns due to the presence of parked vehicles and frequent pedestrian activity, including children.

These conditions collectively indicate that the current roadway infrastructure is not adequate to safely support the anticipated increase in traffic.

3. Road Improvement Requirements
The current proposal does not sufficiently address impacts to properties located east of the

development site. I respectfully request that the Planning Commission consider adding a condition of approval requiring the developer to fully fund and complete paving of 131st Avenue NE from the development site through to Lexington Avenue, thereby ensuring safe and equitable access for all impacted residents.

4. Conformance with Section 101-4 CUP Criteria
Based on the current proposal, I believe the project does not meet key requirements outlined in Section 101-4 Conditional Use Permit (CUP) criteria, including:

Excessive Burden on Public Infrastructure: The proposal places undue strain on existing streets and utilities, particularly given that the primary access road remains unpaved and infrastructure costs are shifted to non-participating property owners.
Compatibility with Adjacent Properties: The proposal does not adequately consider the impacts on properties to the east of the development, resulting in incompatibility with the surrounding area.
Traffic Safety and Congestion: The anticipated increase in traffic on an unpaved roadway introduces safety hazards and congestion concerns that are not sufficiently mitigated in the current plan.
Given these concerns, I respectfully request that the Planning Commission consider recommending amendments to the proposal to ensure compliance with Section 101-4 requirements. Alternatively, I request that the Commission consider returning this case to a workshop setting for further review and revision prior to approval.

Thank you for your consideration. I respectfully request that this correspondence be entered into the official record for the public hearing scheduled for May 12, 2026.

Sincerely,
Jon Gorzycki

From:	Chris Berry
To:	Planning
Cc:	ssellman@blainmn.com; probinson@blainmn.com; agorache@blainmn.com
Subject:	Montean Meadows (26-0017)
Date:	Monday, May 11, 2026 10:21:12 AM

Dear Planning Department,

I am writing to formally express my concerns regarding the proposed Montean Meadows development and its potential impact on our community.

My primary concern involves the significant increase in traffic and activity that 86 new housing units would generate. We previously experienced the dangers of increased traffic volume when 125th Avenue was closed and vehicles were rerouted to 131st Avenue NE. This period proved extremely hazardous for my children and highlighted that our quiet neighborhood—currently a haven for local wildlife like deer and turkey—is not equipped for such high-density activity. This development threatens to permanently disrupt the safety and character of our residential area.

Furthermore, I have been informed that the developer, Mark Monteen, is requesting that current homeowners share in the cost of required infrastructure improvements. I find this proposal highly inappropriate. As the developer stands to gain the financial benefit from this project, they should be solely responsible for the associated investment costs. Existing homeowners should not be expected to subsidize the infrastructure necessary for a private development that we did not initiate.

Thank you for your time and for considering these points during the planning process.

Best regards,

Chris Berry
3781 131st Ave NE, Blaine, MN 55449

From:	Elizabeth Grazulis
To:	Planning
Cc:	Sheila Sellman; Alan Goracke; Pat Robinson
Subject:	Porposed Montean Meadows Case 26-0017 on 131st AVE
Date:	Monday, May 11, 2026 10:05:29 AM

Planning Committee, we have the following questions and concerns regarding the proposed development - Specifically Development Flex (DF).

Development Flex (DF) zoning district. Can you please explain how you came to this proposal?

1. Sounds like anything goes as far as any type of housing built, condos, townhouses, cluster (high density??) in an area where the rest of the road is farm residential?? Basically anything but a mobile home?? Really? This clearly isn't a good fit for our neighborhood.
2. What is a cluster?

Will there be commercial property??

We really need to know exactly what this means and what types of "homes" this DF would include! We originally were told that this would be single family homes?

3. Why should the adjacent properties pay a dime for the road/lift station if they are not the ones wanting this?
4. Why should the adjacent properties pay 2/3 of the cost for this lift station when the developer and Montean will pay only 1/3?
5. What impact does this have to the rest of us to the east of the proposed DF development? We were told many times that "you won't have to pay for sewer or water unless you decide to hook up or sell your property". This has **huge** financial implications for all of us!!
6. Did you consider the impact to the current residents on this road, both to the east and west of this property as well as those on Legacy Creek Parkway as far as traffic and safety to the residents?
7. It appears that the road will start at Legacy Creek Parkway and end Montean's parcel. Can you please confirm this?
8. Will the north side of this proposed development have access to 133rd in Ham Lake?
9. Can you please provide all of the access roads that this proposed development will use?
10. It appears that the ditch 59 will remain the same with the 100 ft easement?
11. Will these potential additional "homes" impact our wells and the water levels? Several years ago many pumps/wells were impacted. The pumps had to be lowered as many households had no water.
12. What type of development is the Legacy Creek Parkway in? Why wouldn't this proposed development be the same to have similar houses?
13. Why are you proposing this DF zoning on a road that is the least feasible to handle this population as well as the traffic?
14. Will the potential kids in this area go to Sunrise Elementary as it's within a mile?
15. Will there be speed bumps on 13st AVE as the traffic will increase significantly and certainly speeds as it's a straight 1 mile road from Legacy Creek to Lexington AVE?

We have serious concerns on many issues and several objections on what we have read!!

We appreciate some clarification on all of our concerns.

Thank you

st

Chris and Liz Grazulis 3790 131 ave NE

From: Emily Gorzycki
To: Sheila Sellman; Shawn Kaye; Pat Robinson
Subject: Formal Objection to Montean Meadows,
Date: Monday, May 11, 2026 5:13:50 PM

To the Blaine Planning Commission,

I am writing to formally submit my objection to Case File 26-0017, the proposed Montean Meadows development located at 3621 131st Avenue NE, and to request clarification on several material aspects of the proposal. My parents live directly across the street from the proposed development, and my young son spends a significant amount of time visiting. As such, the development's logistical and safety concerns are a top priority for me and my family. I respectfully request that this correspondence be entered into the official record for the public hearing scheduled for May 12, 2026 with note of the following concerns:

1. Inequitable and Potentially Unlawful Allocation of Infrastructure Costs
The current plan indicates that neighboring property owners may be required to directly compensate the developer for construction of a lift station. This arrangement is highly atypical and raises serious legal and ethical concerns.
The proposed cost-sharing model assigns approximately 67% of an estimated $2.5 million in infrastructure costs to eight adjacent, non-participating properties, while the developer's 33% share may be distributed across 86 residential units. This represents a disproportionate financial burden imposed on property owners who neither requested nor benefit directly from the development.

Such an arrangement raises concerns regarding:

- **Due process and fairness principles** in municipal decision-making
- Potential violation of **nexus and proportionality standards** commonly applied to development exactions (i.e., required costs must be directly related and proportionate to impacts created by the development)
- Improper **private cost-shifting** from a developer to uninvolved parties

I respectfully request formal clarification regarding:

- Whether similar arrangements have been previously authorized by the City
- The statutory or municipal authority under which such cost allocation is being considered

Absent clear legal authority and justification, this cost structure appears inequitable and inconsistent with sound public policy. The developer should be required to assume full responsibility for infrastructure necessary to support the project.

2. Significant Traffic and Safety Hazards
The proposal introduces 86 residential units on a site that is currently situated along a **gravel/dirt roadway without significant neighborhood development, which fundamentally lacks the infrastructure to safely support increased traffic**.

The anticipated traffic increase will:

- Substantially **degrade road conditions** already impacted by dust, rutting, and erosion

- **Increase stopping distances and loss of vehicle control**, particularly in adverse weather
- **Reduce visibility** due to dust generation
- **Increase risk** to pedestrians, cyclists, and residential traffic

Critically:

- The **most direct route** to major transportation infrastructure (Lexington Avenue and I-35W) relies on this **unpaved segment**, meaning it will absorb the majority of development-related traffic
- **Alternate routes** such as Legacy Creek Parkway NE introduce additional **safety concerns** due to parked vehicles, pedestrian activity, and presence of children

Importantly, this site is **not part of an existing developed corridor**, but rather sits in the middle of a low-density area accessed by a minimally maintained dirt road. Introducing high-density residential use into this context creates an inherent and foreseeable safety hazard.

3. Incomplete and Ineffective Road Improvement Proposal
The current proposal fails to adequately address roadway infrastructure in a comprehensive or equitable manner. Of particular concern is the apparent intention to **improve only a portion of 131st Avenue NE**, without extending those improvements to a major traffic connection such as Lexington Avenue.

Partial roadway improvements:

- Create **inconsistent and unsafe driving condition**s between paved and unpaved segments. Significant road deterioration **occurs already** with the existing traffic burden and is most notable in the transition spaces between paved and unpaved areas.
- Concentrate traffic impacts on unimproved portions of the road.
- Shift safety and maintenance burdens onto neighboring residents

To mitigate these risks, I request the Planning Commission require as a condition of approval that the developer:

- Fully fund and complete paving of 131st Avenue NE
- Extend improvements continuously from the development site to Lexington Avenue
- Ensure roadway design meets standards appropriate for projected traffic volume

Anything less represents an incomplete solution that fails to address the full scope of impact created by the development.

4. Non-Conformance with Section 101-4 Conditional Use Permit Criteria
Based on the current proposal, the development does not satisfy key requirements under Section 101-4 CUP criteria, including:

- Excessive Burden on Public Infrastructure
    - The project relies on inadequate existing infrastructure, particularly an unpaved access road, while shifting infrastructure costs onto non-participating property owners.
- Compatibility with Adjacent Properties
    - The proposal is inconsistent with the surrounding area, which lacks comparable

density and infrastructure. The introduction of an 86-unit development in an otherwise undeveloped setting represents a significant and incompatible change in land use intensity.

- Traffic Safety and Congestion
    - The project introduces foreseeable and preventable safety hazards due to increased traffic on an unpaved and insufficient roadway system, without adequate mitigation.

5. Public Interest Considerations
Beyond legal compliance, I respectfully urge the Commission to consider its broader responsibility to act **in the public interest**. While the City may have the technical authority to approve aspects of this proposal, doing so under these conditions would:

- Place undue financial burden on uninvolved property owners
- Introduce known and avoidable safety risks
- Prioritize development outcomes over resident well-being and equitable treatment

Good governance requires not only legal sufficiency, but also fairness, transparency, and sound judgment. Approval of this project in its current form would fall short of those standards.

Given the concerns outlined above, I respectfully request that the Planning Commission:

- Require the developer to assume full infrastructure costs
- Mandate comprehensive roadway improvements extending to a major arterial
- Reassess traffic safety impacts and share these anticipated impacts transparently with identified appropriate mitigation measures
- Ensure full compliance with Section 101-4 CUP criteria
- Alternatively, return this proposal to a workshop setting for further revision

Thank you for your consideration and for your service to the community.

Respectfully submitted,
Dr. Emily Gorzycki

From:	Molly Vesperman
To:	Planning; ssellman@blainemn.com; probinson@blainemn.com; agoracke@blainemn.com
Subject:	131st Avenue Development
Date:	Thursday, May 14, 2026 6:39:51 PM

Hello,

I am writing to express my concerns about the proposed development off 131st Avenue NE in Blaine. We live on Legacy Creek Parkway NE, and live quite close to the dirt road (131 Ave NE). From my understanding, the dirt road will not be paved with this development. There is already a significant amount of dust that comes off of that road, and I don't think any residents around us or on the dirt road care for any additional traffic that a new development will bring. Our family loves to play outside and enjoy biking, walking and rollerblading safely around our neighborhood. The inevitable increase in traffic is a huge concern for all of us on Legacy Creek Parkway NE.

Would the city please consider slowing down *residential* development and instead increase development of the infrastructure to support the growing population? We could use more stores, restaurants, schools and places to shop rather than more homes. Where are all of those kids going to be going to school? Sunrise Elementary is at max capacity already, and my daughter had to attend a different school for kindergarten than her siblings due to poor city planning with all of the homes and population increase that caused the schools to be overcrowded.

With additional taxpayer revenue with all of the additional developments over the past 5 years, we would expect our taxes to remain the same, yet they continue to increase. Please consider the needs of your current residents.

Thank you for considering my concerns.

Sincerely,
Molly Vesperman

From: David L Mathews <dlmathewsusa@gmail.com>
Sent: Tuesday, May 19, 2026 8:32 AM
To: CityCouncil <CityCouncil@blainemn.gov>; Tom Newland <tnewland@blainemn.gov>; Chris Ford <cford@blainemn.gov>; Leslie Larson <leslielarson@blainemn.gov>; Jess Robertson <jrobertson@blainemn.gov>; Chris Massoglia <cmassoglia@blainemn.gov>; Terra Fleming <tfleming@blainemn.gov>
Subject: Case 26-0017 (Montean Meadows) Formal Written Infrastructure Objection Date: May 19, 2026

- **To:** `CityCouncil@BlaineMN.gov` *(Alternatively, paste individual addresses:* `tsanders@blainemn.gov`, `tnewland@blainemn.gov`, `cford@blainemn.gov`, `leslielarson@blainemn.gov`, `jrobertson@blainemn.gov`, `cmassoglia@blainemn.gov`,

tfleming@blainemn.gov)

- **CC:** csorensen@blainemn.gov

Subject: Case 26-0017 (Montean Meadows) Formal Written Infrastructure Objection
Date: May 19, 2026
To: The Blaine City Council (via Planning@BlaineMN.gov)
From: David Mathews– Affected Resident of the 131st Avenue NE Corridor
Subject: URGENT RECORD SUBMISSION: Case 26-0017 (Montean Meadows, 3621 131st Avenue NE) – Infrastructure, Pedestrian Safety, and Public Safety Risk Advisory
Requested Action: Denial of the Conditional Use Permit (CUP) and Preliminary Plat, OR the attachment of Mandatory Developer Performance Conditions requiring the full paving of 131st Avenue NE and the completion of contiguous sidewalk networks.

EXECUTIVE SUMMARY: THE COUNCIL'S IMMEDIATE RISK EXPOSURE
The Montean Meadows proposal (Case 26-0017) would add 86 homes and materially increase traffic on an existing 1/2-mile unpaved segment of 131st Avenue NE. I request denial of the CUP and preliminary plat, or approval only if the developer fully funds and completes paving of the unpaved segment, constructs a contiguous ADA sidewalk to Lexington Avenue, and secures completion with an irrevocable performance bond. I ask the Council to forward this submission and the cited meeting evidence to the City Attorney and Public Works for legal and technical review prior to the June 1 vote

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ABOUT THE AUTHOR & METHOD OF REVIEW
As a matter of full disclosure, I am a retired electrical engineer with a career dedicated to designing and manufacturing critical components for supercomputers, medical sensors, LED lighting, and both conventional and nuclear weapon systems that protect land, sea, and air platforms. While I am not formally trained in real estate development, municipal civil engineering, or real estate law, my professional work has been guided by strict zero-failure safety protocols, rigorous risk management, and systemic failure analysis. In my career, **if my components failed, there could be catastrophic damage and loss of life.** I am reviewing the Montean Meadows proposal through that exact same objective lens—as an engineer trained to identify dangerous structural gaps, material limitations, and loading failures that compromise public safety before catastrophic system failure.

DISCLAIMER & MATERIAL LIMITATIONS OF REVIEW
I have researched and compiled all the information contained within this formal

submission using strictly public information available on the internet, official Blaine meeting minutes, and the recorded public planning meeting. Any errors or omissions are purely unintentional, and I sincerely apologize for any technical discrepancies.
The City Council should note that the compressed timeline between the public Planning Commission meeting and the final voting session on **June 1, 2026,** has created extreme time constraints for surrounding property owners. This brief window severely limits the neighborhood's ability to contract third-party civil engineering firms or traffic safety assessors independently. This review has been completed entirely within those constraints to ensure a timely submission into the public record before the final June 1st vote .

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1. Statement of Intent and Core Objection

This formal written submission registers my firm objection to the approval of **Case 26-0017 (Montean Meadows)** under its current configuration. While the applicant seeks a Rezoning to Development Flex (DF) and a CUP to introduce a high-density, 86-lot subdivision, the surrounding public infrastructure is entirely inadequate to absorb this massive influx of vehicular and pedestrian traffic.

Specifically, the primary access point—the **1/2-mile unpaved gravel-and-dirt segment of 131st Avenue NE leading to Lexington Avenue**—cannot sustain the compounded traffic load from the new subdivision alongside the existing heavy vehicle operations and regional cut-through commuter traffic along the corridor. Pushing a dense suburban development onto a rural dirt road without contiguous walkways directly exposes the City of Blaine to extreme financial and operational risk.

2. Regional Cut-Through Traffic and Engineering Infrastructure Failure

The City faces clear public safety risks under the discretionary standards of a Development Flex (DF) zoning change or a Conditional Use Permit (CUP) due to several compounding transit failures:

- **The Lexington Parkway Commuter Shortcut:** Rapid development along the Lexington Parkway corridor to the west creates an immediate infrastructure crisis. Commuters looking to travel north on Lexington Avenue will intentionally use 131st Avenue NE as a direct shortcut to completely bypass the severe traffic congestion at the **Lexington Avenue & Highway 242 (Main Street) intersection**. Pushing an unpaved residential corridor to serve as a regional arterial bypass is an engineering failure in traffic sequencing.
- **Compounded Structural Loading and Safety Risks:** This unpaved 1/2-mile gap is already severely degraded by daily operations that far exceed its engineering capacity. The corridor is currently used by **25 existing residential families, multiple daily school buses, and heavy commercial construction equipment**

actively moving materials to construct the new 86 homes. Adding the massive commuter load from Montean Meadows onto a roadbed already experiencing continuous axial loading from heavy construction vehicles and school buses drives the total volume to **over 1,110 daily trips**. This structural overload creates an extreme safety liability. It **creates a high risk of rapid deterioration and structural failure** of this unpaved roadbed, leading to rapid washboarding, deep rutting, sub-base failure, and blinding dust screens that put schoolchildren at immediate risk.

- **Dismantling the MUSA Boundary Pretext:** I anticipate that City staff or the developer may argue that because the Montean Meadows site sits inside the Metropolitan Urban Service Area (MUSA) boundary, the City lacks the authority or obligation to mandate paving on the unsewered eastern section of the 131st Avenue NE corridor. This seems like an engineering misdirection. **The MUSA boundary dictates the extension of regional wastewater and sanitary sewer infrastructure; it does not limit a municipality's police powers to regulate surface road safety, traffic loads, and right-of-way engineering.** The 1/2-mile gap is a dedicated public municipal right-of-way under the City's explicit jurisdiction. Whether a street segment has sewer access or sits outside a utility boundary is separate from the physics of structural roadbed failure under the weight of 1,110+ daily vehicular trips, school buses, and heavy construction equipment. The City retains full authority to require off-site road paving as a condition of a discretionary Development Flex (DF) CUP to mitigate an actionable public safety hazard, regardless of where subsurface utilities terminate.
- **Rebuffing the Pretext Against Paving Without Sewer:** At the Planning Commission meeting, the City Engineer stated that Blaine will no longer pave streets that lack sanitary sewer infrastructure. While this may be a preferred internal city staff policy for capital improvement projects, **it is not a binding statutory restriction, and it runs counter to established municipal precedent.** Multiple existing public streets in the Northeast Blaine area are currently paved without sanitary sewer utilities. The City has a clear history of independently engineering surface transportation safety, separate from subsurface wastewater networks. More importantly, there is a fundamental functional distinction between the City choosing to spend public taxpayer funds to pave a road without utilities, and **the City Council using its discretionary land-use authority to mandate that a private developer fund off-site paving** as

a condition of an intense density expansion. The developer is seeking a Development Flex (DF) zoning upgrade. The City Council is under no obligation to compromise public safety to satisfy an internal staff preference regarding sewer sequencing. The physics of an unpaved roadbed failing under 1,110+ daily trips remains an immediate threat regardless of whether a sewer pipe runs beneath it.

- **Comprehensive Plan Inconsistency:** The current Blaine Comprehensive Plan guides this area as Low-Density Residential with the assumption of matching infrastructure. Granting a "Flex" density increase while leaving the main access corridor unpaved is highly inconsistent with the City's core land-use, safety, and infrastructure objectives outlined in its planning guidelines.
- **Zoning Transformation vs. Historical Use:** Because this application seeks to abandon Farm Residential (FR) status for Development Flex (DF) suburban densities, it is advisory to note that the developer cannot reasonably claim agricultural or "Right to Farm" exemptions for these road conditions. Commuter traffic completely changes the road's functional classification. Relying on future Municipal State Aid (MSA) funds to fix this road later shifts the financial burden to the public, when immediate developer funding mechanisms are available.
- **Cross-Jurisdictional and Environmental Nuisance:** Because the north side of 131st Avenue NE directly borders the **City of Ham Lake**, the extreme dust generation and mud tracking will create an immediate cross-jurisdictional nuisance. Furthermore, due to the high volume of traffic, runoff from mud and chemical dust binders will wash directly into the site's **protected wetlands**, causing severe environmental degradation. Given these significant issues, I respectfully request that the City actively evaluate whether an Environmental Assessment Worksheet (EAW) should be legally required under the Environmental Quality Board (EQB) rules before any final vote or plat approval.

3. On-the-Record Admission and Municipal Tort Risk Analysis

During the public Planning Commission meeting on May 12, 2026—officially broadcast live over the Blaine City Portal and featuring 10 public speakers—the developer, Mark Montean, explicitly admitted on the record that he knows the unpaved segment of 131st Avenue NE is hazardous, but stated he cannot maintain project profitability if required to pave it. Under Minnesota land-use principles, a private developer’s profit margin is not a valid planning metric to override safety infrastructure requirements.

More critically, this broadcast admission establishes clear, actual notice to the City of Blaine regarding an unmitigated infrastructure defect. Under established Minnesota

municipal tort law, while a city generally enjoys statutory immunity for high-level discretionary policy decisions, it can lose this protection and face operational liability if it acts to exacerbate a known physical hazard after receiving actual notice (*see, e.g., Holmquist v. State*, 425 N.W.2d 454; *Cairl v. State*, 323 N.W.2d 20). Approving an optional density expansion via a Conditional Use Permit (CUP) that funnels over 1,110 daily trips directly onto a self-admitted, unmitigated road hazard knowingly transitions a passive deficiency into an active, city-approved operational risk. I respectfully request that the City Attorney review this specific notice record and evaluate the City's resulting tort exposure prior to a final vote.

4. Severe Pedestrian Safety Hazards and Sidewalk Gaps

A critical flaw in the current project design is the failure to provide safe, continuous pedestrian pathways. Currently, there is only a **partial sidewalk on the development side of the road**. This incomplete infrastructure creates a highly predictable, dangerous scenario:

- **Forced Roadway Pedestrian Traffic:** Because the sidewalk abruptly ends, families, children walking to school bus stops, and pedestrians will be forced off the curb and directly onto the unpaved shoulder or into the active path of heavy construction vehicles, school buses, and regional shortcut commuters on 131st Avenue NE.
- **Severance from the Blaine Bikeway System:** The City of Blaine actively promotes its trail networks. However, this unpaved 1/2-mile gap serves as a physical barrier between the end of the development and the **Blaine Bikeway network on Lexington Avenue** (a 0.5-mile, 10-minute walk along the unpaved shoulder). Forcing children, cyclists, and fitness enthusiasts to navigate a dusty, muddy ditch shoulder just to access the Lexington Avenue trail system directly conflicts with the City's unified comprehensive transit goals.

5. Protecting Taxpayers Against Future Builder Transfers

It is widely anticipated that the current developer plans to transfer or sell the approved plat to a high-volume national builder, such as Lennar. In the state of Minnesota, **Conditions of Approval run with the land**, binding any subsequent buyer or corporate builder.

If Mark Montean cannot afford to pave the road, then the financial sustainability of developing this high-density project under current infrastructure constraints is highly questionable. If the City Council approves this CUP without explicit infrastructure conditions, Montean will sell the land to a volume builder at a massive profit, leaving the subsequent builder with no performance obligation to address the unpaved gap. The financial burden to pave, grade, align 131st Avenue NE, and install missing public

sidewalks will likely be unfairly shifted directly onto Blaine taxpayers via the municipal capital improvement budget.

6. Preemptive Rebuttal to Anticipated Applicant Defenses

Because public oral testimony is explicitly barred at the June 1st voting session, I submit the following engineering and planning counters to the standard, predictable arguments the developer's team may leverage behind closed doors:

- **Counter to the "Prohibitive Cost / Unconstitutional Taking" Argument:** The developer may claim that requiring off-site paving as a condition of approval represents an unconstitutional "taking" under federal or state land-use standards. However, from a municipal planning perspective, courts have generally held that land-use conditions tied to purely discretionary zoning changes—such as a request to move from Farm Residential (FR) to Development Flex (DF)—are permissible when they are structurally related and proportional to the project's direct impacts (*see, e.g., Nollan v. California Coastal Commission* and its progeny regarding essential nexus). Because the introduction of this high-density plat is the direct catalyst pushing 131st Avenue NE past its engineering capacity, a paving requirement functions as a direct safety mitigation, not an unconstitutional burden. If the applicant's profit model relies on utilizing substandard public gravel beds to handle heavy suburban traffic, the infrastructure gap indicates the project is technically unfeasible under its current density layout. I respectfully request that the City Attorney review and confirm the City's broad discretionary authority to condition or deny this optional, non-entitled Conditional Use Permit (CUP) based on these infrastructure limitations.
- **Counter to the "Proportionality / Shared Traffic" Argument:** The applicant may argue that because 25 existing families and regional shortcuts use 131st Avenue NE, they should not bear 100% of the cost. However, the applicant's 86 homes represent a massive **80% surge** in localized commuter volume. Their project is the direct cause of the structural failure. If the developer objects to stabilizing the infrastructure system they are disrupting, it is recommended that the City Council scale the plat back to the original Farm Residential (FR) low-density baseline, matching the road's current true capacity.
- **Counter to the "Phased Mitigation and Dust Binding" Compromise:** The developer will likely propose a compromise: periodic application of chemical dust-binding agents during construction, with paving deferred to later phases. From an engineering failure analysis perspective, this is not an adequate

temporary solution. Chemical binders wash out during rain cycles, accelerating chemical and sediment pollution into the site's **protected wetlands** and causing immediate runoff friction with our cross-jurisdictional neighbors in **Ham Lake**. Deferring paving removes all municipal leverage once the plat is recorded, allowing corporate assignees to finish the homes while heavy equipment completely degrades the dirt base.

7. Proposed Recommendations and Formal Requests

To ensure the long-term safety of our neighborhood and protect municipal resources, I respectfully request that the Blaine City Council consider taking one of the following two paths:

1. **Decline Approval of the CUP and Preliminary Plat** under its current configuration, on the basis that the surrounding public street and pedestrian networks are not yet structurally prepared to absorb this sudden, high-density traffic load.
2. **Approve with Protective Infrastructure Conditions.** If the Council decides to proceed with approval, I strongly urge the inclusion of standard infrastructure performance conditions in the final resolution. Specifically, it is requested that the developer enter into a standard Developer's Agreement with the City of Blaine to:

1. **Fully fund, grade, drain, and pave the entirety of the unpaved 1/2-mile segment of 131st Avenue NE** to standard city specifications up to its intersection with Lexington Avenue. Please ensure the infrastructure alignment is not phased or delayed based on subdivision construction stages.
2. **Construct a fully contiguous, ADA-compliant concrete public sidewalk system** extending along the entirety of the project corridor to eliminate all pedestrian gaps and ensure safe connectivity to the Blaine Bikeway system on Lexington Avenue.

To safeguard local taxpayers from future infrastructure shortfalls, it is requested that no final plat be recorded and no building permits or certificates of occupancy be issued until these conditions are fully completed or financially secured by an irrevocable letter of credit or a performance bond.

I appreciate the Council's time, dedication, and careful consideration of these safety-focused infrastructure factors before taking a final vote on Case 26-0017.

I formally request that the City Council place this letter into the official public record for the Case 26-0017 proceeding and forward it to the City Attorney and the Public Works Department for technical and legal review prior to the final June 1st vote

Respectfully submitted,

David L Mathews
3650 131st Ave NE
612-240-3631; dlmathewsusa@gmail.com

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From:	David L Mathews
To:	CityCouncil; Tim Sanders; Chris Ford; Jess Robertson; Terra Fleming; Tom Newland; Leslie Larson; Cathy Sorensen
Cc:	Planning
Subject:	Subject: Direct neighbor feedback: Urgent tree root safety and full ADA corridor compliance (June 1st Vote)
Date:	Friday, May 29, 2026 8:15:17 AM

I am writing to provide additional feedback and clarify key design elements for the official record regarding the Montean Meadows development plan scheduled for your vote on June 1st. I am a property owner located directly across from the proposed development along 131st Avenue NE. Since the initial public planning meeting, I have reviewed the project materials in greater depth, including the site geography and local infrastructure requirements. Through this closer analysis, I identified several technical, drainage, and jurisdictional gaps in the corridor layout that directly threaten my property lines, personal safety, and mature tree canopy.

Incomplete Corridor Design As currently drawn, the plan specifies ADA-compliant roadway upgrades only for the western 1/4 mile of 131st Avenue NE. The remaining section of the road extending east to its intersection with Lexington Avenue (Anoka County Highway 17) is entirely omitted from the design.

Because 131st Avenue NE is an unpaved gravel road with no existing paved pedestrian facilities, upgrading it to support a new subdivision requires a continuous, fully compliant paved pedestrian access route along the entire corridor, all the way to Lexington Avenue. Addressing only a single 1/4-mile segment poses several severe practical, structural, and legal challenges to my property, particularly to the mature trees located within 15 feet of the roadway.

Stormwater Drainage Failures The small internal retention pond proposed for Montean Meadows is insufficient to accommodate the significant increase in stormwater runoff resulting from converting a porous gravel corridor into a paved, impervious ADA roadway. Because the current submittal does not include a continuous underground storm sewer system extending to Lexington Avenue, roadway grading will naturally redirect thousands of gallons of sheeted runoff across the street onto my lawn and into the root zones of my trees. I object to any layout that fails to store and pipe its roadway runoff away from established neighboring properties.

Tree Destruction and Root Zone Impacts Numerous mature trees are located within 15 feet of the existing gravel roadway. A fully paved ADA street with sidewalks, curbs, and boulevard buffers requires a substantially wider construction footprint. Grading and trenching along the full corridor will cut directly into critical root zones, threatening tree survival and creating an immediate wind-topple hazard. The developer's Tree Preservation Survey is inadequate because it ends at the 1/4-mile marker and omits the remainder of the corridor.

Right-of-Way and Easement Conflicts The current gravel road occupies a narrow functional right-of-way. Expanding it to a standard municipal profile with ADA sidewalks will require additional right-of-way or permanent slope easements from adjacent property owners, including myself. I have not been contacted, surveyed, or asked to grant any such easements, and I will not sign away land that would destroy my mature canopy.

County Highway 17 Jurisdiction Because Lexington Avenue is an Anoka County highway (CSAH 17), any connection requires an official County Highway Access Permit and

engineering review. County standards may require turn lanes or expanded intersection geometry, pushing construction limits even farther into the gravel quadrant and affecting more trees and private boundaries than the developer's partial plan shows.

Roadway Continuity and ADA Compliance A public roadway upgrade cannot terminate a pedestrian facility at an unpaved gravel segment immediately before a major county highway. State and federal accessibility codes require a continuous paved ADA transition to the intersection. The current plan does not meet this requirement.

Turnaround and Traffic Flow Deficiencies The plans do not show a turnaround or cul-de-sac at the point where the pavement ends. Without one, delivery trucks, school buses, and emergency vehicles will be forced to use my driveway or yard to turn around, creating an unacceptable safety and property hazard.

Protection Against Premature Earth-Moving Because securing easements, county permits, and MUSA staging updates takes time, there is a risk that construction could stall mid-corridor. If earth-moving begins before all approvals are finalized, large soil piles could sit across from my home for months, causing dust pollution and erosion. I request that the city condition approval so that no grading permits are issued until all agency approvals and private easements are fully secured.

Public Record Request Because there is no public comment period during the June 1st voting assembly, I respectfully request that the City Clerk include this letter in the official agenda packet. I also request that Planning Staff read aloud the specific impacts on stormwater, tree destruction, and private property boundaries during the project summary so that attendees and online viewers are fully informed of the off-site corridor deficiencies.

Request to Table the Vote To ensure the final project is complete, functional, and integrated into the community without infringing on private property rights or destroying mature trees, I respectfully request that the City Council table the June 1st vote. A brief delay would allow the developer to submit a comprehensive road design and an updated tree survey covering the entire length of 131st Avenue NE to Lexington Avenue.

Thank you for your time, accessibility, and continued dedication to the residents of Blaine. Please include this letter in the official public record for the June 1st meeting.

David L Mathews
3650 131st Ave NE
612-240-3631

Virus-free.www.avast.com

From:	David L Mathews
To:	CityCouncil; Tim Sanders; Chris Ford; Jess Robertson; Terra Fleming; Tom Newland; Leslie Larson; Chris Massoglia
Cc:	Planning; Cathy Sorensen
Subject:	ADDENDUM: Pre-emptive technical clarification regarding expected developer rebuttals (June 1 Vote)
Date:	Friday, May 29, 2026 1:30:52 PM

Dear Mayor Sanders and Blaine City Council Members,

As a follow-up to my previous technical objection regarding the Montean Meadows plan (Case File No. 26-0017), I am writing to provide a matter-of-fact addendum to anticipate and disarm the standard corporate rebuttals the developer will likely present to you to push past neighborhood concerns:

- The "Deferred Engineering" Defense: The developer will likely argue that full-corridor ADA specifications, utility depths, and county intersection layouts are details meant for the final engineering phase, rather than this zoning/CUP phase. However, because a true, full-corridor ADA design requires widening the road footprint and changing slopes directly onto my property across the street, their current 86-lot configuration is built on an unverified and legally unbuildable boundary line.
- The "Internal Retention Sufficiency" Fallacy: The developer's team will claim that their small internal pond handles all necessary stormwater runoff. This completely ignores the unpaved reality of 131st Avenue NE. Converting a porous gravel road into an impervious paved surface accelerates water flow. Without a continuous underground storm sewer infrastructure network extending all the way east to Lexington Avenue (Hwy 17), the roadway grading will naturally use gravity to direct thousands of gallons of sheet stormwater runoff directly across the street, flooding my private lawn and drowning my trees' root systems.
- The "Right-of-Way Exemption" Tree Defense: The developer may claim that trees removed or damaged for public roadway improvements are exempt from standard city replacement math and mitigation fees. While that may apply inside an established public right-of-way, 131st Avenue NE is a narrow gravel road with an easement limited to the existing driving surface. Ripping, grading, or cutting the critical root zones on my private property across the street without a signed easement is civil timber trespass under Minnesota law, regardless of public project exemptions.
- Unpermitted Heavy Construction Staging Traffic: By only paving the western 1/4 mile, the developer intends to use the remaining eastern unpaved gravel road as an unmanaged staging and haul corridor for heavy dump trucks and concrete machinery. This creates an immediate safety hazard, generates severe dust pollution, and will structurally destabilize the shallow root networks of the mature trees within 15 feet of the road before full-corridor permitting is ever finalized.

I request that the Council not allow the developer to gloss over these off-site corridor deficiencies with promises of "fixing it later." Please table this vote on June 1st until the developer proves they have the legal right-of-way, the Anoka County highway permits, and a continuous ADA/stormwater design all the way to Lexington Avenue.

Sincerely,

David L Mathews

3650 131st Ave NE

612-240-3631



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City of Blaine
Planning Commission

May 12, 2026 | 7:00 PM
Blaine City Hall
10801 Town Square Drive NE
Blaine, MN 55449

MINUTES

1. Call to Order

The Blaine planning commission met in the City Hall Chambers on Tuesday, May 12, 2026. Chair Goracke called the meeting to order at 7:00PM.

2. Roll Call

Members Present: Commission Members Freeman, Geiselhart, Howard, Olson, Swanson, and Chair Goracke.

Members Absent: Commission Member Halpern.

Staff Present: Shawn Kaye, Planner
Alex Koberoski, Assistant Planner
Teresa Barnes, Project Engineer

4. Public Hearing

4.3. 2026-206 Case File 26-0017 // Mark Montean // 3621 131st Avenue NE
The applicant is requesting the following:

1. Rezoning from Farm Residential (FR) to Development Flex (DF).
2. Preliminary plat to subdivide 39.68 acres into 86 single family lots and 2 outlots to be known as Montean Meadows.
3. Conditional use permit to allow the construction of 86 single-family homes in a Development Flex (DF) zoning district.

Sponsors: Shawn Kaye, Planner

The report to the planning commission was presented by Shawn Kaye, Planner.

Chair Goracke asked if the gravel road would be paved by the city.

Project Engineer Barnes explained the gravel road will be paved from Legacy Creek Parkway to the eastern property line of the Montean Meadows development.

The public hearing for Case File 26-0017 was opened at 7:28PM.

Dave Mathews, resident of Blaine, read a prepared statement to the commission. He stated he has lived adjacent to the subject property for the past 40 years and he objected to the proposed development. He reported this proposal was using a predatory funding model that required eight adjacent property owners to pay 67% of the projects $2.5 million infrastructure costs. Meanwhile, the developer only has to pay 33%. He requested the city require the developer to pay all of the infrastructure costs and place zero burden on the non-participating adjacent landowners. He was of the opinion the rezoning from farm residential to development flex would set a dangerous precedent. He indicated this would lead to higher property taxes that could tax him out of his home. He stated adding 86 homes to 131st Avenue NE would violate Minnesota State Chapter 160 regarding low volume road safety threshold. He recommended the developer be required to pave all of 131st Avenue NE in its entirety. He wanted to be assured that he would not have to hook up to city water and sewer. He reiterated that he did not believe the adjacent property owners should have to subsidize this project in order for this property owner to profit from the proposed development. He recommended this application be denied by the city.

Blaine Krugerud, resident of Ham Lake, thanked the city for communicating with him on this project. He commented his concern was with how Shenandoah Road would be impacted. He asked that this new development not connect to Shenandoah Road. He suggested the homes along the northern property line of this development have a fence or landscaping buffer.

Jon Gorzycki, 4442 123rd Circle NE, explained this development was being put in on an island as it would be completely surrounded by farm residential and would be serviced by a dirt road. He expressed concern with the fact this project did not meet key conditional use permit criteria when it comes to traffic safety and infrastructure. He indicated this project would add 86 homes, yet the primary access road remains unpaved, which was a safety risk. He suggested the planning commission consider amendments or direct this item back to a council workshop meeting for further review.

Jeff Frey, resident of Ham Lake, explained he lived directly north of the proposed development. He indicated this lot was heavily wooded and he did not want his mature oak trees to be damaged during the development of this property.

Dan Werra, 3811 131st Avenue, reported he lived on the dirt road. He understood the developer wanted the dirt road to be paved. He asked if a petition could be brought forward to ensure the entire roadway was paved for safety purposes. He explained he supported the developer incurring the costs for paving this roadway due to the hardship he was creating through his development. He discussed how the water tables in Blaine were dropping due to all the development that has occurred in the community. He requested the city take this into consideration because he did not want his well to be impacted by this development.

Richard Fallstrom, 3810 131st Avenue, stated he appreciated the concerns that were being raised by his neighbors. He understood this project has been in the works since 2024 and questioned why the neighbors were only hearing about it now. He commented on how those living on 131st Avenue would be impacted by this development, if it were approved, noting there would be a great deal of dust rolling across the road into his home. He was of the opinion it did not make sense to pave three-fourths of the road and not all of the roadway. He stated the surrounding property owners will be forced to develop and then 131st Avenue would not be serving just these 86 houses and the existing property owners, but rather this roadway would be serving hundreds and hundreds of houses. He supported the developer paying for the paving of 131st Avenue because the pavement was needed to serve his development. He asked that he not be required to hook up to city water and sewer until he has problem with his septic tank.

Chris Grazulis, 3790 131st Avenue, stated he was confused by the financing. He questioned how the homeowners would be impacted by the lift station and street. He was of the opinion that it was unfair to push infrastructure costs onto the adjacent homeowners when the cost should be borne fully by the developer.

Mike Bayer, 3403 131st Avenue, explained he has lived on 131st Avenue since 1994. He indicated he has been waiting for the day these properties would develop. He stated he was surprised 131st Avenue has been a dirt road this long. He commented he would like the city to have an opinion on this roadway. He reported the developer has lived in Blaine his entire life and would get half of the road paved, which would benefit all of Blaine. He stated he supported the proposed development moving forward.

Char Oestreich, 3698 131st Avenue, explained she has a small parcel that will be across from a new residential street. She indicated the new paved road would end at the edge of her property. She commented on how dusty her home and vehicles were. She reported she had a problem with the partial pavement idea, especially given the number of vehicles that would be added to this roadway. She stated she took issue with the funding that would be provided to the developer for infrastructure costs. She noted she had no desire to hook up to city water and sewer, nor was she interested in incurring expenses for the pavement or infrastructure costs.

Liz Grazulis, 3790 131st Avenue, explained she has lived in Blaine since 1994. She encouraged the commissioners to drive down 131st Avenue in order to understand the safety concerns. She indicated she was concerned with the fact the developer was proposing to pave only half of the roadway. She discussed how Blaine was growing quickly and she feared the schools were not keeping up.

The public hearing was closed at 7:57PM.

Chair Goracke invited the applicant to come forward at this time in order to address the questions that were raised during the public hearing.

Mark Montean, the applicant, reported the development costs were quite high and stated he could not afford to develop his 40 acres if he had to pay for all the infrastructure costs. He explained he could get more for the property working with a developer than selling the property to an individual party. He understood that traffic had increased since 131st Avenue

was connected to Legacy Creek. He explained he no longer lived along 131st Avenue and his renter has requested the roadway be treated due to the high levels of dust. He stated the cost to develop a single lot was $75,000 plus the lift station and roadway. He commented further on the large amount of money that had to be spent to protect the endangered plants on his property.

Chair Goracke requested further information regarding the 67%/33% split for the infrastructure costs and asked if this split had been used in the past.

Project Engineer Barnes explained this process has been done in the past. She reported the 67% would be split between the eight benefiting properties. However, if these properties do not develop in the next five to ten years they would not be required to pay. However, if these properties were to subdivide, then the property owner would be responsible for their portion of the costs.

Chair Goracke requested staff speak to how the existing wells would be impacted by this project.

Project Engineer Barnes reported the 86 new lots would be required to connect to city water and sewer. She stated the water lines brought to this development will not impact the existing wells in the area.

Chair Goracke inquired how traffic would impact 131st Avenue.

Project Engineer Barnes reported paving 131st Avenue from Legacy Parkway to the eastern property line was being done to manage the amount of traffic that would incur from this development.

Chair Goracke asked if the city had ever paved only half of a street for a development in Blaine.

Project Engineer Barnes stated she could not recall this being done in the past. She indicated the portion of the roadway being developed was being paved as it was within Sanitary Sewer District No. 6. She explained the properties on the eastern portion of 131st Avenue were part of Sanitary Sewer District No. 7 and lines would have to come from Zest Street and 125th. She indicated it was not city policy to pave a roadway until the utilities are placed underneath it.

Chair Goracke questioned how many farm residential properties have been rezoned to development flex in recent years.

Planner Kaye reported in the last several years, five to ten properties in Blaine were rezoned to development flex.

Chair Goracke asked if the developer would be installing a fence along the north property line.

Planner Kaye indicated the city does not require developers to install a fence along the property lines where projects abut single family homes. She explained the homeowners in

Ham Lake could install a fence along the property line.

Commissioner Olson stated the existing homeowners would not be required to abandon their wells and septic.

Chair Goracke reported this was correct.

Commissioner Olson encouraged the developer to be cautious of the mature oaks along the property line so as not to damage the 100 year old oak trees on the neighboring properties.

Planner Kaye stated Project Engineer Barnes would be working closely with the developer on this matter to ensure the trees were projected.

Project Engineer Barnes indicated there was a drainage and utility easement for the rears of these properties to account for the stormwater, which meant nothing structural could be located in the rears of these lots.

Commissioner Olson inquired if Legacy Creek Parkway was designed to handle the traffic from another 86 homes.

Project Engineer Barnes reported Legacy Creek Parkway was designed to handle the residential capacities and anticipated development over the entire area.

Commissioner Olson stated developing land was expensive, and she did not believe the burden of a development should be passed off to adjacent property owners.

Planner Kaye clarified that these costs would only be passed onto the adjacent property owners if they chose to subdivide their properties in the next five to ten years.

Chair Goracke questioned if a neighborhood meeting was held for this development.

Mr. Montean reported he has been working with an engineering firm since 2018 on this project. He stated it has been very difficult to pull together this project, given that it was on an island and had to be serviced by city water and sewer. He indicated this led him to hire an engineer to assist with the project planning.

Planner Kaye explained a neighborhood meeting was not required for single-family.

Chair Goracke encouraged the developer and his team members to meet with the neighbors after this meeting outside the council chambers in order to address any additional questions the neighbors may have.

Commissioner Olson requested further information on the eight properties that would have to bear 67% of the infrastructure costs.

Project Engineer Barnes explained the proposed development is approximately 40 acres compared to the eight other benefiting properties that totaled 70 acres in combination and would only have to incur the costs if they chose to develop their property in the next five to ten years.

Chair Goracke encouraged the eight property owners in question to contact their city council representatives in order to receive clarification on if this will be five or ten years.

Commissioner Geiselhart indicated the eight property owners would benefit from the infrastructure that was already in place and would only have to pay their portion of the costs if they chose to develop.

Motion by Commissioner Howard to recommend approval of Planning Case 26-0017A a rezoning from Farm Residential (FR) to Development Flex (DF), with the following rationale:

Case 26-0017A:

1. **The DF zoning standards to be incorporated are consistent with and will complement homes and housing options that have been constructed within recent developments. The standards will create an attractive benchmark of quality homes with a desired range in appearance, style, density, and construction value and market appeal.**
2. **The DF zoning district allows the City the opportunity to have some flexibility when approving developments that warrant higher standards than what is allowed with the traditional zoning districts. It affords the City the opportunity to provide input on items that would benefit the surrounding neighborhoods and the City as a whole.**

Motion by Commissioner Howard to recommend approval of Planning Case 26-0017B a preliminary plat to subdivide 39.68 acres into 86 single family lots and 2 outlots to be known as Montean Meadows with the following conditions:

Case 26-0017B:

1. **Park dedication will be required for the 86 new lots being constructed at the rate of $5,800 per unit (2026 rate), for a total park dedication fee of $498,800 if paid in 2026. This amount must be paid prior to releasing the plat mylars for recording at Anoka County.**
2. **The development is required to complete the construction of the 131st Avenue NE corridor, from the north end of Legacy Creek Parkway to the east property line of the proposed plat. The developer has requested the City to coordinate a reimbursement for the installation of 131st Avenue to the benefiting parcels as they develop.**
3. **The developer will be responsible for Trunk Sanitary Sewer area charges. These charges become due with platting for upland acreage. The 2026 rate for Sanitary Sewer District 6-5 is $8,344.00 per upland acre and will be applied to the acreage platted. This phase is proposing to develop 31.5 acres of upland for a total sewer area charge of $262,836.00.**
4. **The overall development shall be certified by a Professional Engineer licensed in the State of Minnesota and indicate that all structures shall be protected from flooding.**

5. **Plans and specifications must be approved by the City prior to the start of construction.**
6. **Coon Creek Watershed District (CCWD) permit is required prior to city approval of construction plans and specifications.**
7. **Development requires a National Pollutant Discharge Elimination System (NPDES) Phase II General Storm Water Permit for Construction Activity from Minnesota Pollution Control Agency (MPCA). A prerequisite to the MPCA permit application includes preparation of a site Storm Water Pollution Prevention Plan (SWPPP) for the development site.**
8. **Construction contract documents shall include a mass (rough) grading, erosion protection, sediment control, development, utilities, roadway, and storm drainage plan sheets. Supporting wetland delineation report, geotechnical investigation report, soil boring logs, and hydrology report shall be included in the submittal for city review and approval.**
9. **The grading plan shall provide greater detail on protecting existing trees and provide additional information on adjacent property.**
10. **Standard utility and drainage easements must be dedicated along all lot lines and over areas of delineated wetlands, wetland mitigation, infiltration trenches, drainage swales, and storm water management ponds.**
11. **A protective buffer strip of natural vegetation, at least 15 feet in width (25-feet is preferred) shall surround all wetlands. This buffer strip shall be placed in easement.**
12. **The developer is to provide access for inspection and maintenance of storm water management infrastructure. Restrictions will be placed on lot lines as needed to limit fences and landscaping to ensure access.**
13. **All local public streets require dedication of 60 feet of right-of-way and shall be constructed to 29 feet back to back of width.**
14. **131st Avenue NE will be required to be built to State Aid Standards.**
15. **All streets will follow the Anoka County street name grid system.**
16. **Street and utility extensions are required to the edge of the plat for each future connection to the adjacent parcels.**
17. **Sidewalks and or trails are required on all streets and location will be determined in the plan review process.**
18. **Streetlights shall be installed in the manner, location and type prescribed by the City Engineer. The developer shall pay the costs of all street lighting installations. The City agrees to pay the cost of maintaining the portion of lights that are installed that reflect the normal and typical lighting requirements of the City. Additional lights, and those within neighborhoods that are installed by the Developer, will be required to be maintained by the Homeowners Association.**
19. **Hydrant locations must be reviewed and approved by the Fire Department.**
20. **Water and sanitary sewer availability charges (WAC & SAC) become due with each building permit at the rate established at the time the building permit is issued.**
21. **As-built surveys shall be required to verify structure elevations, custom grading requirements, and final lot grading elevations.**
22. **The Developer shall process a Letter of Map Change with FEMA prior to issuance of building permits within the unnumbered A-Zone on the FEMA flood map. Developer shall provide all FEMA paperwork and structure as-built**

surveys to homeowners at time of lot closing. Developer is responsible for following through with FEMA (as necessary) to receive final FEMA documents, to provide those documents to the homeowners, and to record the final documents on the certificate of title for each parcel in the development.

23. **Developer to install grouped mailboxes with design and locations approved by the City and US Postal Service.**
24. **All development signage by separate review.**
25. **Each lot in the development will be required to have the standard two trees with a minimum of 2½-inch caliper per lot. One tree will be required in the front yard and one tree may be planted in the rear or front yard. Lot 1 Block 1, Lots 1-13 Block 8, and Lots 13-14 Block 7 will have one front yard tree with additional trees planted adjacent to 131st Avenue.**
26. **Seventy-eight trees are required to be planted adjacent to 131st Avenue in the rear yards of Lot 1 Block 1, Lots 1-13 Block 8, and Lots 13-14 Block 7.**
27. **The developer must meet the City's tree preservation requirements by planting 98 replacement trees for the lots that are preliminary platted (12.2 disturbed acres). This requirement can be met with the required front and rear yard trees, and trees planted adjacent to 131st Avenue.**
28. **All existing structure removals will require demolition permits. All wells and septic systems shall be properly abandoned per all local and state requirements.**
29. **All existing structures on site shall be removed prior to the final plat being released for recording.**
30. **The developer is responsible for recording the plat mylars with Anoka County. Proof of recording must be provided to the City prior to issuance of building permits.**
31. **Execution and recording of a development agreement, which sets forth in greater detail the plat conditions as well as other responsibilities for the development of this plat.**

Motion by Commissioner Howard to recommend approval of Planning Case 26-0017C a conditional use permit to allow construction of 86 single-family homes in a Development Flex (DF) zoning district with the following conditions:

<u>Case 26-0017C:</u>

Single Family - Development Flex (DF) Development Standards

Permitted Uses:

1. **Single-family detached dwellings**
2. **Group family daycare**

Accessory Uses:

1. **Private attached garages - one detached accessory structure, with area less than 120 square feet, will be permitted.**

2. **Private swimming pools meeting the requirements of Blaine Municipal Code Chapter 18 Article III.**
3. **Keeping of not more than two (2) boarders and/or roomers per dwelling unit.**

Conditional Uses:

1. **Home occupations listed as conditional uses in Section 129-10**

Standards:

- **Front yard setback - 25 feet**
- **Side yard setback - 7.5 feet (house and garage)**
- **Corner side yard setback - 20 feet**
- **Rear yard setback - 30 feet**

1. **Maximum building height — 2 1/2 stories or 35 feet.**
2. **It shall be required for all single-family dwellings that there be an attached garage constructed of a minimum of four hundred (400) square feet, with no dimension less than 20 feet. Total garage space shall not exceed one thousand (1,000) square feet. Detached garages or accessory storage buildings are not permitted.**
3. **The minimum finished floor area above grade for all homes shall be 1,500 square feet above ground for a single-level home and 2,500 square feet above ground for a two-story home.**
4. **All homes shall have a minimum depth and width of 24 feet.**
5. **All homes to incorporate multiple gables or varied rooflines and articulation of the front façade. Premium materials such as brick, natural stone, stucco, cementitious or engineered wood siding or shake shingle siding on all front elevations. Vinyl/metal siding can be utilized on the side and rear elevations.**
6. **All residential dwellings must be built in conformance with the current edition of the Minnesota State Building Code.**
7. **Driveways shall not be constructed closer than three feet to the property line. All driveways and approaches shall be hard surfaced using concrete, bituminous asphalt or other city-approved material that is consistent in durability and quality.**
8. **It shall be required that all yards of a new single-family dwelling be sodded over a minimum of 4-inches of topsoil (black dirt containing not more than 35 percent sand). Yards may be seeded over 4-inches of black dirt if underground irrigation is installed with the home.**
9. **Each lot in the development will be required to have two trees with a minimum of 2½-inch caliper per lot. One tree will be required in the front yard (not boulevard) and one tree may be planted in the rear or front yard. Lot 1 Block 1, Lots 1-13 Block 8, and Lots 13-14 Block 7 will have one front yard tree with additional trees planted adjacent to 131st Avenue.**
10. **The developer to require the Homeowners Association to maintain all common areas.**
11. **All development entrance signage by separate permit.**

Motion seconded by Commissioner Swanson. The motion passed 5-1 (Commissioner Olson opposed).

Chair Goracke noted this would be on the agenda of the June 1, 2026 city council meeting.

City of Blaine
Staff Report

File Number: RES 26-96

Agenda Date	Status
June 1, 2026	
In Control	**File Type**
City Council	Resolution

Development Business - Sheila Sellman, Community Development Director

Agenda Item # 9.2

Resolution Granting a Conditional Use Permit Amendment to Expand an Existing Auto Repair Business into an Adjacent Tenant Space with Outside Storage of 6 Passenger Vehicles in a Light Industrial (I-1) Zoning District at 1550 91st Avenue NE, #306. Minnesota Performance (Case File No. 26-0015/ACK)

Executive Summary

Conditional Use Permit (CUP) amendment to expand into adjacent tenant space and for outdoor storage of no more than 6 passenger vehicles.

Background

Planning Commission Public Hearing	May 12, 2026
City Council (Conditional Use Permit)	June 1, 2026
Action Deadline	June 19, 2026

Staff report prepared by Alex Koberoski, Assistant Planner, and Teresa Barnes, Project Engineer

Evaluation of Request
Planning Analysis
Zoning
The subject property is zoned Light Industrial (I-1), with a land use designation of Light Industrial (LI).

Surrounding Zoning and Uses
Surrounding properties are all zoned I-1, and all have a land use designation of Light Industrial (LI). Surrounding properties consist of a variety of manufacturing, warehousing, and auto repair uses.

Existing Conditions

The property is currently located within an existing multi-tenant building. The business is an auto repair business, and offers services such as body work, detailing, tuning, upholstery, and painting.

History

In 2019, the property obtained a CUP to operate an auto repair, detailing and tuning business in an I-1 zoning district for suite 307. The CUP conditions included the requirement that no vehicles shall be stored outside at any time, serviced vehicles shall be stored indoors, and that expansion to other units would require a CUP amendment.

On October 17, 2025, the property was issued a violation notice when it was brought to staff's attention that the current use had expanded into the adjacent tenant space (Suite 306). The expansion of the current business requires approval of a CUP amendment. Planning staff issued a violation notice outlining the steps required to apply for a CUP to address violations of the conditions included in the existing 2019 CUP, including outdoor vehicle storage and expansion into an adjacent tenant space.

On January 5, 2026, the applicant's CUP amendment to expand into the neighboring tenant space was denied by the City Council, citing the applicant's lack of compliance with code enforcement and the existing CUP condition violations. Outside storage of vehicles was not included as part of the CUP amendment application at that time.

On March 23, 2026, a representative of the association and the owners of both 307 and 306 were issued a final violation notice, outlining the outstanding violations, and providing the option of either complying with the conditions as stated in the original 2019 CUP, or to apply for a CUP to both expand into the adjacent tenant space and include outdoor storage of vehicles in the request. Refusal to comply with either option would have resulted in the issuance of citations. The applicant was given the option to either submit signed consent from a representative of the condominium association or provide signatures from at least 50% of the tenants in the building. This is common practice as the area that is being proposed for storage is common space. The applicant chose to submit tenant signatures. Based on the materials submitted, the CUP application was deemed complete and allowed to proceed through the review process. Deeming an application complete does not constitute independent verification of the submitted signatures or representations by the City. As with any petition, staff does not verify signatures, it is the responsibility of the applicant to submit real and accurate information.

The current application request is for a CUP amendment to expand into the adjacent tenant space (suite 306), and for outdoor storage of no more than 6 passenger vehicles in designated parking stalls around the building.

On the afternoon of May 12, 2026, prior to the Planning Commission meeting, staff received a list of tenant signatures in opposition to the CUP request. Submission of a petition does not constitute verification or endorsement by the City. The applicant/complainant bears full responsibility for the accuracy, authenticity, and validity of all signatures and representations submitted. The City does not independently authenticate signatures or investigate the truthfulness of petition materials.

Floor Plan

A floor plan has been submitted, showing both tenant spaces. The submitted floor plan shows a total of 3,590 square feet of work area, as well as a 'Dyno Room' which is used for measuring engine performance, and a customer waiting area.

Parking
A parking plan has been completed, showing the square footage and uses of each tenant space. There are currently 119 available parking spaces on the property, and 82 are required to serve the existing uses. There is enough space available to accommodate the proposed 6 vehicles. The submitted parking plan indicates they will be stored in marked parking spaces directly adjacent to the two tenant spaces and will not affect surrounding tenants. The calculation shows that 31 spaces are available on site for the other tenants and their customers/employees.

In the Light Industrial (I-1) district, employee and visitor cars, vans, pickup trucks, and trailers up to 15 feet long may be parked in side or rear yards outside required parking stalls without being considered outdoor storage.

Vehicles parked overnight or for long-term storage are considered outdoor storage and require a CUP.

Trailers or vehicles that exceed the 15-feet in length limitation are allowed, provided there are no more stored on the property than the number of dock doors. Both suites 306 and 307 have their own dock doors (for a total of two). The two trailers proposed are therefore allowed without requiring formal approval.

Designated tenant parking spaces will not be enforced by the City beyond those required under this CUP and the approved parking plan, and the City will not verify vehicle ownership or assignment.

Setbacks/Architecture/Landscaping
The proposed request is to occupy an existing tenant space. No exterior site or building modifications are proposed with this application.

Engineering Analysis
Grading/Storm Drainage
The proposed request is to occupy an existing tenant space. No exterior site or building modifications are proposed with this application, therefore, no alterations to the existing site grading and/or storm drainage will occur.

Wetlands/Watershed
The proposed request is to occupy an existing tenant space. No exterior site or building modifications are proposed with this application, therefore, no alteration to the wetland in the southeast corner of the property will occur; no watershed permit would be required.

Access/Street Design/Sidewalks/Trails
The proposed request is to occupy an existing tenant space. No exterior site or building modifications are proposed with this application, therefore, there are no changes to the existing access points, and no street design, sidewalk or trail will be required.

Easements/Right-of-way/Permits
The proposed request is to occupy an existing tenant space. No exterior site or building modifications are proposed with this application. Therefore, no easements nor right-of-way are required. The project

must obtain all other necessary permits.

Conditional Use Permit
A city exercises “quasi-judicial” authority when considering a CUP application. This means the city’s role is limited to applying the standards in the ordinance to the facts presented by the application. The city acts like a judge in evaluating the facts against the standards.

Section 101-4 Criteria for granting conditional use permits:
The Blaine City Council shall consider the advice and recommendations of the Planning Commission and the effect of the proposed use on the comprehensive plan and upon the health, safety, and general welfare of occupants of surrounding lands. Among other things, the Council shall consider the following findings where applicable.

1. The use shall not create an excessive burden on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area.
    - The proposed use will be occupying an existing structure, and will not create an excessive burden on parks, schools, streets, public facilities or utilities that serve the area.
2. The use will be located, designed, maintained, and operated to be compatible with adjoining properties and the existing or intended character of the zoning district.
    - Auto repair and outside storage of passenger vehicles are both conditional uses in the I-1 zoning district. The request is compatible with adjoining properties and the existing or intended character of the zoning district.
3. The use shall have an appearance that will not have an adverse effect upon adjacent properties.
    - The proposed use will be expanding into an existing tenant space, and there is adequate parking available for outside storage of 6 passenger vehicles. The use will not have an adverse effect upon adjacent properties.
4. The use, in the opinion of the city council, shall be reasonably related to the overall needs of the city and to the existing land use.
5. The use shall be consistent with the purposes of the zoning code and purposes of the zoning district in which the applicant intends to locate the proposed use.
    - The purpose of the I-1 zoning district is to allow light industrial uses, ranging from small to large scale industry and related services. The proposed use is consistent with the purpose of the zoning code and zoning district.
6. The use shall not be in conflict with the comprehensive plan of the city.
    - The proposed use is not in conflict with the comprehensive plan.
7. The use will not cause traffic hazards or congestion.
    - The proposed use will not generate any additional traffic hazard or congestion.
8. The use shall have adequate utilities, access roads, drainage and necessary facilities.
    - The existing structure is served with the required utility services, adequate roadway infrastructure and necessary drainage facilities to service the proposed uses.

Attachment List:
Zoning and Location Map
Narrative
Floor Plan
Outdoor Storage Parking Plan

Tenant Signatures
Owner Consent
Site Plan
Parking Analysis
Resolution 10-107
Resolution 19-81
Final Violation Notice - March 23, 2026
Unapproved Planning Commission Minutes

Strategic Plan Relationship

Not applicable.

Board/Commission Review

The Planning Commission voted unanimously to approve the conditional use permit amendment. The meeting minutes are attached for reference.

Financial Impact

Not applicable.

Public Outreach/Input

Notices of a public hearing were:

1. Mailed to property owners within 350 feet of the property boundaries.
2. Published in Blaine/Spring Lake Park/Columbia Heights/Fridley Life.
3. Posted on the City website.

Staff Recommendation

By motion, adopt the resolution.

Attachment List

1. Attachments
2. Public Comments
3. Unapproved Planning Commission Minutes

City of Blaine

Signature Copy
Resolution: RES 26-96

Resolution Granting a Conditional Use Permit Amendment to Expand an Existing Auto Repair Business into an Adjacent Tenant Space with Outside Storage of 6 Passenger Vehicles in a Light Industrial (I-1) Zoning District at 1550 91st Avenue NE, #306. Minnesota Performance (Case File No. 26-0015/ACK)

WHEREAS, an application has been filed by HBY Property as Conditional Use Permit Case File No. 26-0015 for Minnesota Performance; and

WHEREAS, said case involves the property described as follows:

UNIT 306 CIC NO 200 CORNERSTONE OFFICE WAREHOUSE, TOG/W COMMON ELEMENT, SUBJ TO EASE OF REC

WHEREAS, the Blaine Planning Commission held a public hearing on May 12, 2026, and recommended approval regarding said Conditional Use Permit; and

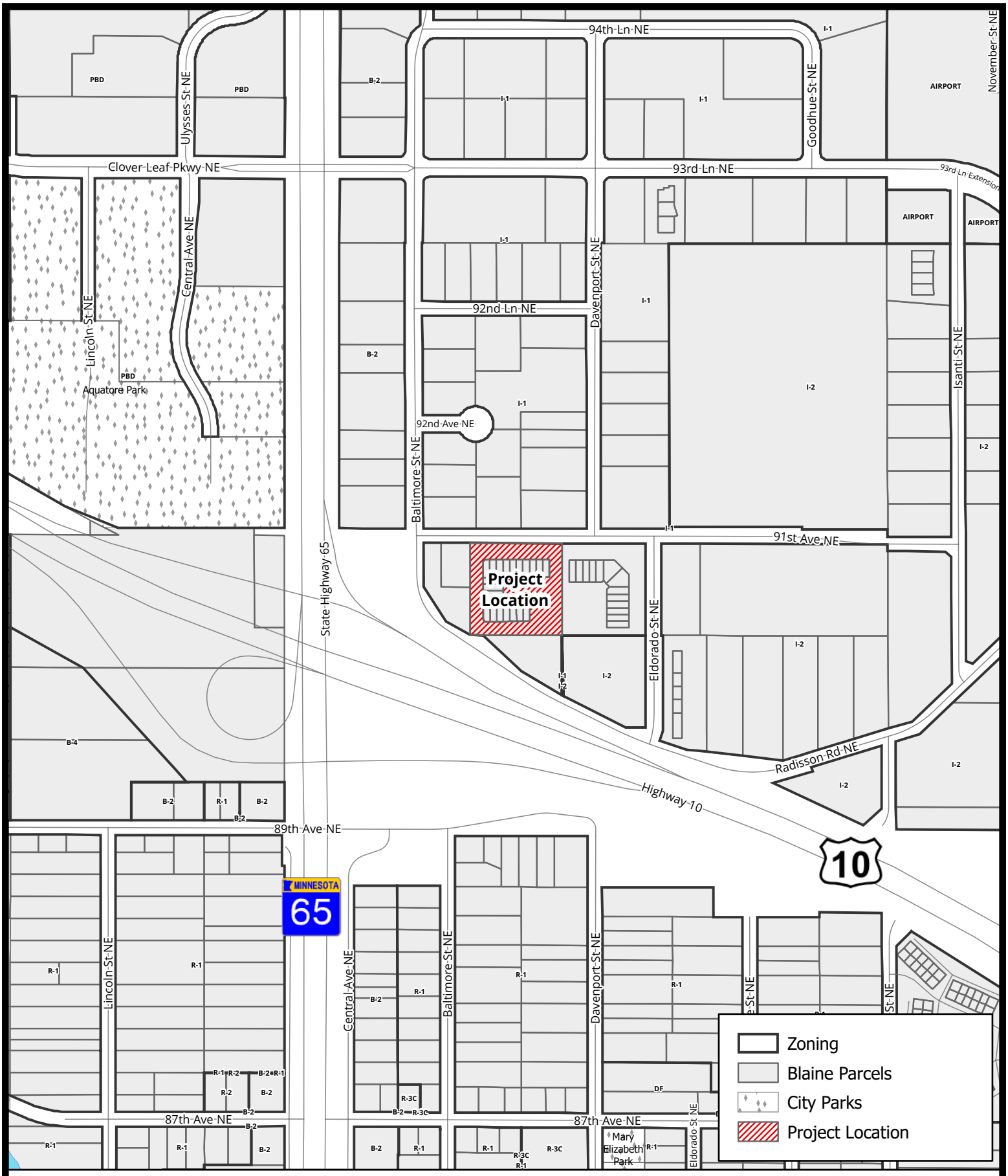
WHEREAS, the Blaine City Council has reviewed said case on June 1, 2026; and

WHEREAS, the criteria identified in Section 101-4 for granting a conditional use permit has been met.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine that a conditional use permit is hereby approved per Sections 101-4 and 121-22(5) of the zoning ordinance to expand an existing auto repair business into an adjacent tenant space with outdoor storage of 6 passenger vehicles in a Light Industrial (I-1) zoning district with the following conditions:

1. Resolution 10-107 and Resolution 19-81 are null and void with approval of this CUP.
2. No work pertaining to the business can be done outside.
3. Work is limited to auto repair services for passenger vehicles only. Work may include body work, painting, detailing and tuning.
4. No more than 6 passenger vehicles shall be stored overnight at any one time. Vehicles must be stored within the parking stalls indicated on the parking plan. Stalls shall be exclusively designated for the business.
5. No parking is to be allowed in front of any utilities or other areas as designated per the fire code official.
6. A building permit (Commercial Tenant Finish) is required.
7. Applicant shall work with staff to address any outstanding fire or building code issues on site. These must be addressed by October 1, 2026.
8. Work shall be conducted in suites 306 and 307 only. Any expansion of the use, or proposed modification to these conditions requires a CUP amendment.

PASSED by the City Council of the City of Blaine this 1st day of June, 2026.



Case File No. 26-0015
Minnesota Performance

Scale: 1:6,762

BlaineMN.gov

Blaine Planning Department / 10801 Town Square Dr NE / Blaine, MN 55449 / (763) 785-6180

PARKING PLAN NARRATIVE – CUP AMENDMENT (UNITS 306 & 307)

Unit 306 and Unit 307 have a combined area of approximately 4,540 square feet. The proposed Conditional Use Permit (CUP) amendment does not change the nature of the business, services, or hours of operation previously approved.

The expansion into Unit 306 is intended solely to provide additional indoor workspace and improve organization of operations. No increase in employees, customer traffic, or parking demand is expected as a result of this amendment.

Outdoor vehicle storage will be limited to a maximum of 3 vehicles per unit (6 total), within designated parking spaces directly adjacent to Units 306 and 307. These spaces will be actively managed to ensure that adequate parking remains available for all tenants on the property and that no drive aisles, fire lanes, or access points are obstructed.

The existing parking supply is sufficient to accommodate all tenant uses on the property. The proposed use will remain compliant with all City and Association parking requirements.

Owner consent has been obtained in accordance with the 50% requirement.

The outdoor storage area is located within a fenced and gated portion of the property. The fence and gate are maintained by the Cornerstone Association. Screening providing 100% visual opacity will be ensured in coordination with the Cornerstone Association. Outdoor storage will be limited to areas where adequate screening is in place to meet City requirements.

The trailer parking spaces proposed for outdoor storage are existing assigned spaces associated with Units 306 and 307, as documented in the Cornerstone Association parking assignment records (Spots #12 and #5).

The standard parking spaces located directly adjacent to Units 306 and 307 are part of the common parking area and are utilized in a manner consistent with other tenants on the property. These spaces are not newly designated and do not reduce available parking for other users.

Comprehensive square footage and parking allocations for all tenant spaces are maintained by the Cornerstone Association. The combined square footage of Units 306 and 307 has been provided for reference, and no increase in employees, customer traffic, or parking demand is expected as part of this request.

Site Plan Labels – Units 306 & 307

- Designated Outdoor Vehicle Storage Area
- Unit 306 – Spaces 1–3 (Max 3 Vehicles)
- Unit 307 – Spaces 4–6 (Max 3 Vehicles)
- Existing Designated Trailer Parking – No Change Proposed
- Existing Opaque Fence / Gated Area (Association Maintained)

Site Plan Note

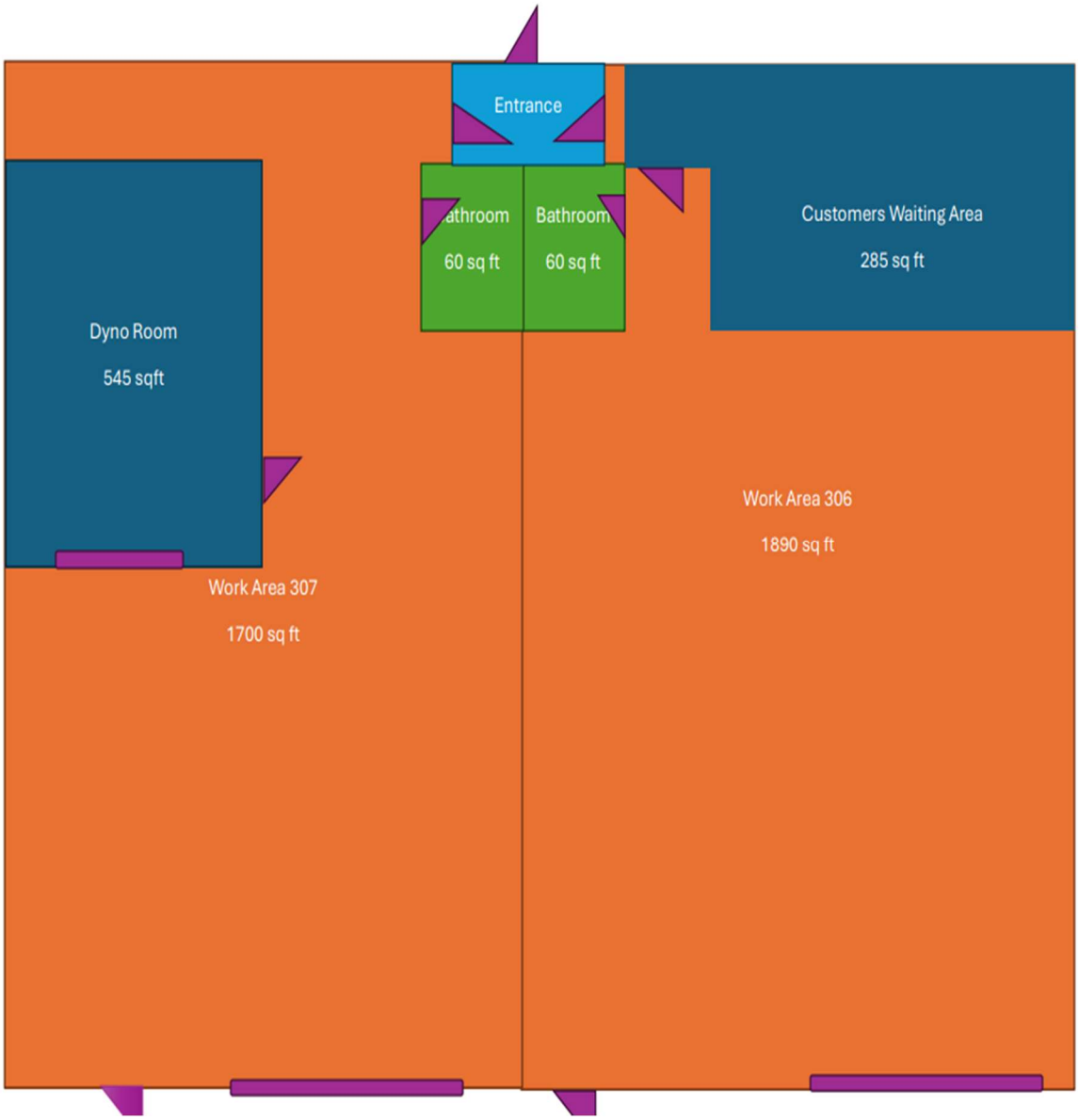
Outdoor vehicle storage is limited to a maximum of 3 vehicles per unit (6 total) within designated parking spaces adjacent to Units 306 and 307. Vehicles will not obstruct drive aisles, fire lanes, or access to neighboring units. The trailer parking area is an existing designated area and no changes are proposed.

This request is consistent with existing site conditions and operational use.

See **Appendix 1** – Floor Plan (Units 306 & 307) for layout details.

See **Appendix 2 – Site Plan** for designated outdoor vehicle storage locations.

Appendix 1 – Floor Plan (Units 306 & 307)



Appendix 2 – Site Plan (Units 306 & 307)



Subject: Owner Consent for CUP Amendment – Units 306 & 307

To Whom It May Concern,

We, the undersigned unit owners within Cornerstone Office Warehouse, Inc., acknowledge and consent to the requested Conditional Use Permit (CUP) amendment to include Unit 306 under the existing approved use of Unit 307.

We understand that:

- The amendment allows the business to operate across both units under the same tenancy
- There are **no changes to the nature of the business, services, or hours of operation**
- All primary work activities will be conducted indoors
- No vehicle repairs will occur in common areas
- Outdoor activity will be limited to occasional vehicle movement or loading/unloading
- Vehicle parking will remain limited, controlled, and within designated areas

This consent is provided in accordance with association requirements allowing approval by at least 50% of unit owners.

We have no objection to this CUP amendment request.

Unit #	Owner Name	Signature	Date
202+203	Andy Newstrom		4-7-26
101-102			4-7-26
301	Bob Orsten		4-7-26
103	Bizz Deans		4-8-26
306	Yasir A.		4.9-26
304	Yasir A.		4.9-26
307	Moh Alsowumil		4-9-26
204	Ryan Siverhus		4-9-26
209	TODD KING	TJC	4-9-26

Subject: Consent for CUP Amendment – Unit 306

To Whom It May Concern,

HYB Property, as the legal owner of Unit 306, hereby acknowledges and consents to the request to amend the existing Conditional Use Permit (CUP) for Unit 307 to include Unit 306 under the same operational use.

We understand that the purpose of this amendment is to allow the tenant to expand operational workspace across both units. We acknowledge that the nature of the business, services provided, and hours of operation will remain consistent with those previously approved under the existing CUP.

We further understand that all primary business activities will be conducted indoors, with only limited and infrequent outdoor activity related to vehicle movement or loading and unloading.

HYB Property supports this request and has no objection to the proposed CUP amendment.

Sincerely,
HYB Property
Name: Yasir Abuhaleigah
Title: owner
Signature:
Date: 4/9/-26

Subject: Owner Consent for CUP Amendment – Unit 307

To Whom It May Concern,

Moh's Export and Import LLC, as the legal owner of Unit 307, hereby submits this request to amend the existing Conditional Use Permit (CUP) to include the adjacent Unit 306 under the same tenancy and operational use.

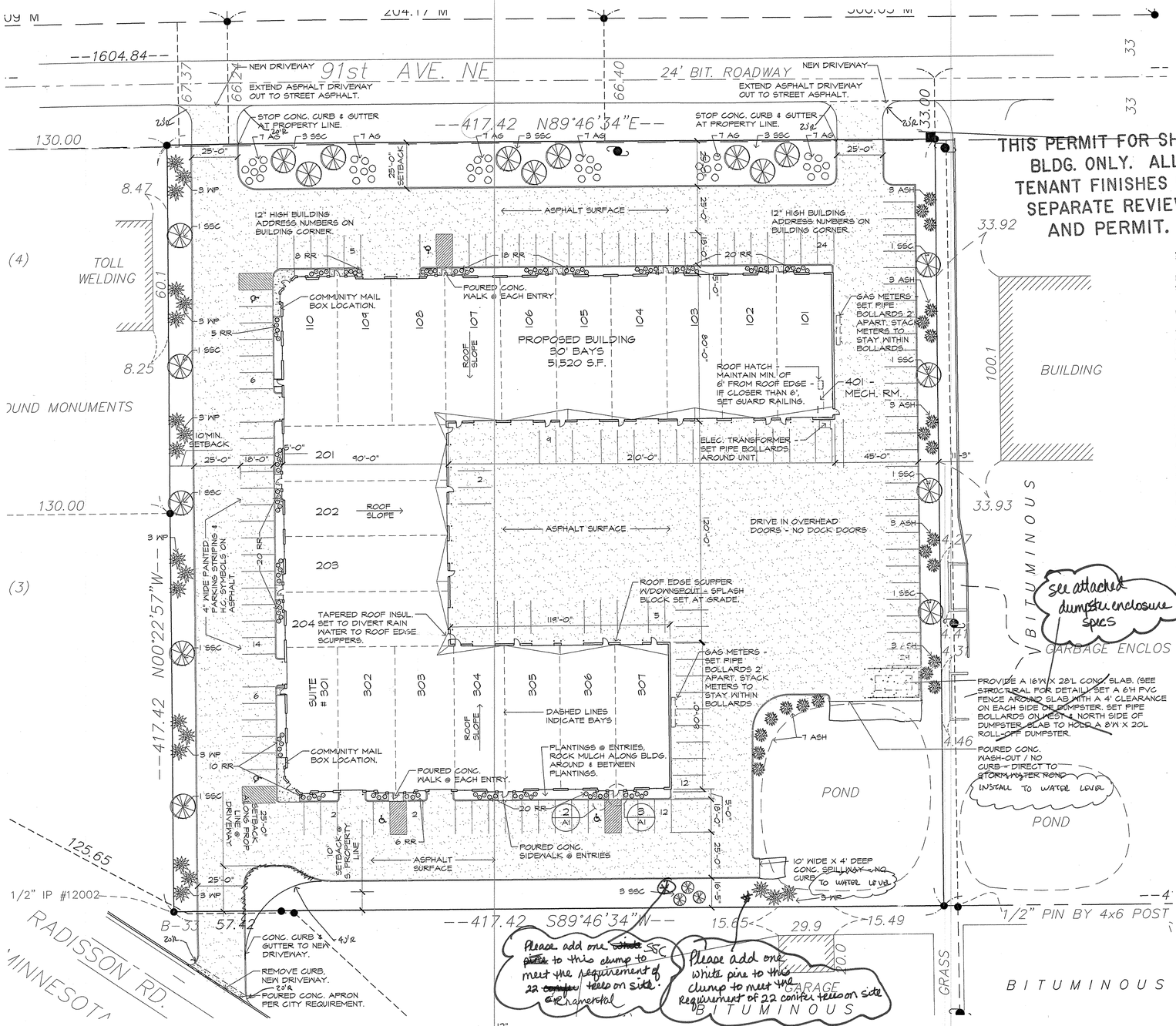
The purpose of this amendment is to improve operational efficiency and organization by expanding into additional indoor workspace. No changes are proposed to the nature of the business, services provided, or hours of operation previously approved.

All primary work activities will continue to be conducted indoors. Outdoor activity will remain limited and infrequent, primarily related to occasional vehicle movement or loading and unloading. Outdoor parking will be minimal, actively managed, and restricted to designated areas.

We are committed to complying with all City requirements and ensuring our operations remain orderly, controlled, and compatible with surrounding businesses.

Sincerely,
Moh's Export and Import LLC
Name: Moh Alsourumi
Title: Owner
Signature: M. Alsourumi
Date: 4-8-26

Proposed Office / Warehouse at 1550 ~~1600~~ 91st Ave for HOKANSON CONSTRUCTION INC. Blaine, MN



THIS PERMIT FOR SHELL BLDG. ONLY. ALL TENANT FINISHES BY SEPARATE REVIEW AND PERMIT.

PLUMBING, MECHANICAL, ELECTRICAL, AND FIRE SUPPRESSION BY SEPARATE REVIEWS AND PERMITS

SCOPE OF PROJECT:

DESIGN-BUILD OFFICE/WAREHOUSE - PRECAST CONCRETE WALL PANELS / STEEL BAR JOISTS - STEEL ROOF DECK - SITE WORK / GRADING OF SITE / ASPHALT - LANDSCAPING

ARCHITECTURAL DRAWINGS:

SITE & PROJECT INFORMATION	A1 OF 4
FLOOR PLAN	A2 OF 4
EXTERIOR ELEVATIONS	A3 OF 4
SECTIONS	A4 OF 4

STRUCTURAL DRAWINGS: THE MCSHERRY GROUP, INC. - 651-731-0308 - (FAX) 731-0421
1523 SELBY AVENUE, ST. PAUL, MN 55104

STRUCTURAL NOTES	S1 OF 5
FOUNDATION PLAN	S2 OF 5
ROOF FRAMING PLAN	S3 OF 5
DETAILS	S4 OF 5
DETAILS	S5 OF 5

CIVIL DRAWINGS: GLENN REHBEIN CO. - 763-784-0657 (FAX) 784-6001
8651 NAPLE STREET NE - BLAINE, MN 55444

GRADING, DRAINAGE & EROSION CONTROL PLAN	C1 OF 2
PRELIMINARY UTILITY PLAN	C2 OF 2

MECHANICAL / ELECTRICAL DRAWINGS:

BY DESIGN-BUILD SUBCONTRACTORS - COORDINATION BY G.C.

CONSTRUCTION TYPE: ~~2B~~ sprinkled 3B - STRUCTURAL ELEMENTS TO BE OF NON-COMBUSTIBLE MATERIALS: EXTERIOR WALLS/PRECAST CONC. WALL PANELS - STEEL COLUMNS/ BEAMS/BAR JOISTS/ROOF DECK.

OCCUPANCY: GROUP B - OFFICE / GROUP ~~S~~ STORAGE / GROUP F - MANUFACTURING * reclassified - see attachment - 11/25/03 -

ALLOWABLE AREA: OCCUPANCY B / S / F - UNLIMITED BUILDING FOOT PRINT 51,520 S.F.

MINIMUM PARKING SETBACKS:

FRONT YARD - 25' - MEETS REQUIREMENT
BACK YARD - 10' - MEETS REQUIREMENT
SIDE YARD - 10' - MEETS REQUIREMENT

PARKING REQUIREMENTS:

TOTAL S.F. = 51,520 S.F. 30% OFFICE, 35% MFGR, 35% STORAGE
15,456 S.F. OFFICE / 200 S.F. = 77 STALLS = 35%
18,032 S.F. MFGR / 500 S.F. = 36 + 6 = 42 STALLS
18,032 S.F. STORAGE / 2,000 S.F. = 9

TOTAL PARKING REQUIRED

TOTAL PARKING REQUIRED 128 STALLS
TOTAL PARKING PROVIDED 128 STALLS - OF WHICH / 5 REQUIRED AS H.C. ACCESSIBLE STALLS.

OCCUPANCY LOADS:

SET 1 EXIT SIGN @ FRONT VESTIBLE DOOR / 1 EXIT SIGN @ REAR MAN DOOR OF EACH BAY. (SET FRONT EXIT SIGN WHEN VESTIBULE IS CONSTRUCTED)

REQUIRED PLUMBING FIXTURES:

EACH BAY TO HAVE 2 TOILET ROOMS ROUGHED IN. REVIEW EACH INT. BUILD OUT ON A PER PROJECT BASIS.

FIRE SPRINKLER SYSTEM:

FIRE SPRINKLER SYSTEM REQUIRED - OFFICE SPACE OVER 8,500 S.F.

LANDSCAPING NOTES:

1. NO EXISTING SIGNIFICANT TREES ON SITE, ALL LESS THAN 6" DIA.
2. OWNER & G.C. TO MAINTAIN LANDSCAPE MATERIALS TO COMPLY WITH THE FOLLOWING STANDARDS
   - ALL DISTURBED AREAS REQUIRE PLANTINGS OR SOD.
   - ALL PLANTING & SOD AREAS TO HAVE LAWN SPRINKLER IRRIGATION.
   - PLANTING AREAS TO HAVE ROCK MULCH & BLACK PLASTIC EDGING
   - SOD MUST BE PLACE OVER 4" OF NATIVE BLACK DIRT FOR TURF SOD MUST BE PLACE TO THE EDGE OF THE ROAD.

which shall contain no more than 35% sand.

PLAN APPROVAL
ENGINEERING DEPT. BUILDING DEPT. FIRE DEPT.
UNIT: DATE: 3/6/03

SITE PLAN APPROVAL
ENGINEERING - BUILDING
DATE: 3/6/03
COMMUNITY DEVELOPMENT

PLAN ACCEPTANCE
SIGNATURE (TITLE)
DATE 3/31/03

All signage issued under separate permit

THERE SHALL BE NO CHANGES MADE TO THESE PLANS WITHOUT THE CITY OF BLAINE PLANNING DEPARTMENT APPROVAL.

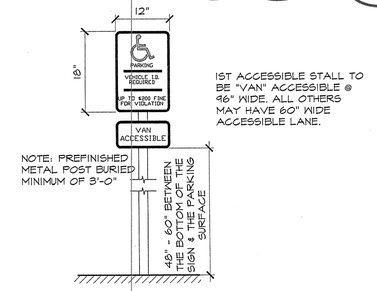
1 A1 SITE PLAN

SCALE: 1" = 30'-0"

NORTH

GENERAL NOTES:

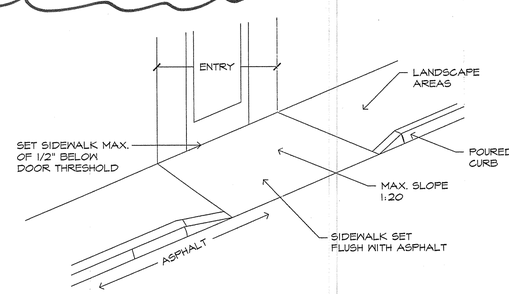
1. REVIEW CIVIL DRAWINGS FOR GRADING & UTILITIES
2. TRASH KEPT WITHIN EACH SPACE.
3. POURED CONC. CURB & GUTTER AROUND ALL ASPHALT AREAS WITHIN PROPERTY. CURB TO STOP AT DRIVEWAYS ONTO STREETS.
4. ASPHALT DESIGN PER CIVIL ENGINEERING DRAWINGS.
5. NO EXTERIOR PARKING LOT LIGHT POLES, WALL MOUNTED LIGHT FIXTURES.
6. SIGNAGE FOR SITE BY OWNER.



1ST ACCESSIBLE STALL TO BE "VAN" ACCESSIBLE @ 96" WIDE. ALL OTHERS MAY HAVE 60" WIDE ACCESSIBLE LANE.

2 A1 H.C. SIGN DETAIL

SCALE: 3/4" = 1'-0"



3 A1 CURB CUT DETAIL @ SUITE ENTRY

NO SCALE

LANDSCAPING MATERIAL SCHEDULE

SYMBOL	ITEM	COMMON NAME	BOTANICAL NAME	QUAN.	MATURE HEIGHT	REMARKS
	SSC	SPRINGSNOW CRABAPPLE	MALUS "SPRINGSNOW"	22	15'-20'	2 1/2 " C., B&B
	RR	RUGOSA PURPLE PAVEMENT ROSE	'ROTES MEER'	107	3'	5-GAL
	AG	ARBORVITAE, GLOBE	THUJA OCCIDENTALIS 'WOODWARDI'	42	3'	24", B&B
	ASH	GREEN ASH	FRAXINUS PENNSYLVANIA LANCEOLATA	22	40-50'	2 1/2" C., B&B
	WP	WHITE PINE	PINUS STROBUS	22	40-50'	6' in height

ARCHITECT:

HOUWMAN ARCHITECTS
AN AFFIRMATIVE ACTION, EQUAL OPPORTUNITY EMPLOYER

833 Third Street SW
New Brighton, MN 55112
(651) 631-0200
(fax) 639-9726
E-MAIL: architects@houwman.com

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA

NAME Brian Houwman
BRIAN HOUWMAN
REGISTRATION NO. 22604 DATE 1-15-03

BUILDING OWNER/GEN. CONTRACTOR:

HOKANSON CONSTRUCTION INC.
9174 ISANTI ST. NE
BLAINE, MN 55449
(763) 786-6177
FAX (763) 784-9136

PROJECT LOCATION:

1600 91ST AVE. N.E.
BLAINE, MN



Building Copy

REVISION #1
CITY COMMENTS
1-15-03

SITE PLAN

CONSTRUCTION BID SET	9-10-02
CONSTRUCTION SET	11-14-02

JOB#	00377-00-00
DATE	7-28-02
DRAWN	JG
CHECKED	BH

A1 OF 4

2965

Parking Analysis Form

Site Address: 1550 91st Ave NE

					Total Spaces Provided	119
Building/ Unit	**Business Name**	**Type of Use**	**Area (Square Feet)**	**Parking Ratio**	**Number of Spaces Required**	
101/102	Rainmaster	Warehousing	4,500	1/2,000	2	
103	ISX	Warehousing	2,250	1/2,000	1	
104	Trucking	Warehousing	2,250	1/2,000	1	
105	Sir Plus Sales	Warehousing	2,250	1/2,000	1	
106	Window Cleaning Supply Store	Warehousing	2,250	1/2,000	1	
107/108	Arcade Electric	Warehousing	4500	1/2,000	2	
109	Star Manufacturing	Manufacturing	2250	1/500	4	
110	HokCo	Warehousing	2250	1/2,000	1	
201	Arcade Electric	Warehousing	2250	1/2,000	1	
202/203	Arrow Lift	Warehousing	4,500	1/2,000	2	
204	IGF Coatings	Warehousing	2,250	1/2,000	1	
301	O'Boys Plumbing and Heating	Warehousing	2,250	1/2,000	1	
302	Topline Garage Door	Warehousing	2,250	1/2,000	1	
303	Excel Dent Removal	Auto Repair	2,250	4+ 2 per service bay	12	
304	R and J Enterprise	Warehousing	2,250	1/2,000	1	
305	Elbow Room 4	Unclear	2,250		5	
306/307	Moh's Auto Body Specialty Shop	Auto Repair	4,500	4 + 2 per service bay	24	
Assuming each tenant has 10% office space			5,250	1/250	21	
					Total Spaces Required (Rounded Up)	82

CITY OF BLAINE

RESOLUTION NO. 10-107

GRANTING A CONDITIONAL USE PERMIT PER SECTION 31.04 (e) OF THE ZONING ORDINANCE OF THE CITY OF BLAINE DANNY BONETE 1550 91st AVENUE NE, #306

WHEREAS, an application has been filed by Danny Bonete as conditional use permit Case File No. 10-0029; and

WHEREAS, a public hearing has been held by the Blaine Planning Commission on August 11, 2010; and

WHEREAS, the Blaine Planning Commission recommends said conditional use permit be approved; and

WHEREAS, the Blaine City Council has reviewed said case on September 2, 2010.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine that a conditional use permit is hereby approved per Section 31.04 (e) of the zoning ordinance to operate an automotive repair shop (passenger vehicle service) in an I-1 (Light Industrial) zoning district at 1550 91st Avenue NE, Suite #306 based on the following conditions:

1. No work pertaining to the business can be conducted outside.

2. Inside use of the building must comply with all fire and building codes. The applicant shall obtain a Certificate of Occupancy through the Building Department prior to occupying the building.

3. No serviced vehicles may be stored outdoors.

4. No auto body or auto painting work shall be permitted.

PASSED by the City Council of the City of Blaine this 2nd day of September 2010.

Tom Ryan, Mayor

ATTEST:

Catherine B. Ekstrand

Catherine B. Ekstrand, CMC, Deputy City Clerk

COUNCIL ACTION: 10-211

Blaine City Hall
10801 Town Sq Dr NE
Blaine MN 55449

File Number: RES 19-81

GRANTING A CONDITIONAL USE PERMIT TO OPERATE AN AUTO REPAIR, DETAILING AND TUNING BUSINESS IN AN I-1 (LIGHT INDUSTRIAL) ZONING DISTRICT LOCATED AT 1550 91ST AVENUE NE. (MOH'S PERFORMANCE MOTORSPORT) (CASE FILE NO. 19-0013/EES)

WHEREAS, an application has been filed by Moh's Performance Motorsport as Conditional Use Permit Case File No. 19-0013; and

WHEREAS, a public hearing has been held by the Blaine Planning Commission on May 14, 2019; and

WHEREAS, the Blaine Planning Commission recommends said Conditional Use Permit be approved; and

WHEREAS, the Blaine City Council has reviewed said case on June 3, 2019.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine that a Conditional Use Permit is hereby approved per Section 31.00 of the Zoning Ordinance to operate an auto repair, detailing and tuning business in an I-1 (Light Industrial) zoning district based on the following conditions:

1. No work pertaining to the business can be conducted outside.
2. All serviced vehicles shall be stored indoors at all times.
3. No vehicles shall be stored outside at any time.
4. Work is limited to auto tuning, repair, detailing.
5. If this business expands to other units or the nature of the repair changes, a conditional use permit amendment is required.

PASSED by the City Council of the City of Blaine this 3rd day of June, 2019.

Signed by _____ **Date** 6-3-19
Tom Ryan, Mayor

Attest by _____ **Date** 6-3-19
Catherine Sorensen, CMC, City Clerk

City of Blaine
10801 Town Square Drive NE
Blaine MN 55449-8100
City Hall 763-784-6700 | BlaineMN.gov

FINAL NOTICE OF VIOLATION

March 23, 2026

Property Manager:
Doug Portlance
Cornerstone Association
Treasurer
1550 91st Ave NE
Suite 305
Blaine, MN 55449

Location of CUP request:
MN Performance
1550 91st Ave NE
Suite 307
Blaine, MN 55449

Owner of 307:
Moh's Export and Import
5762 213th St N
Forest Lake, MN 55025

Owner of 306:
HYB Property Inc
1301 Mississippi St NE
STE A
Fridley, MN 55432

Case Number: C26-0087
Inspection Location: Parking area
Inspection dates: 12/9/25, 12/17/25, 12/31/25, 1/6/25, 3/18/26

MN Performance is currently operating under a Conditional Use Permit (CUP) Resolution 19-81, which permits auto repair, detailing and tuning. There are 5 conditions listed in the resolution that apply to the operations of this business in suite 307 Condition 5 specifically states "If this business expands to other units or the nature of the repair changes, a conditional use permit amendment is required". After violation notices were sent to MN Performance, they applied for a CUP amendment to expand into the neighboring suite (306).

At the January 5th City Council meeting, Council voted to table the request due to outstanding violations of the CUP and City Code. After noting the applicant's limited efforts to comply with city ordinances and CUP conditions - despite numerous communications and interactions with code enforcement staff - the Council denied the CUP amendment at the March 16th meeting and directed staff to continue enforcement efforts.

Based on current violations, you have the following two options:

1. Cease all auto repair-related operations within Suite 306 and remove all passenger vehicles currently stored on the property. Ensure full compliance with all conditions outlined in the 2019 CUP.

OR:

2. Submit an application for a CUP amendment by April 6, 2026 to request expansion into suite 306 and include the outdoor storage of passenger vehicles. Instructions for applying, along with required submittal materials, are provided in this notice and the attached handout. As previously noted, the conditions of the Conditional Use Permit (CUP) approved in 2019 for 1550 91st Ave Suite 307 are not being met under the current operations of MN Performance. The violations are as follows:

City of Blaine
10801 Town Square Drive NE
Blaine MN 55449-8100
City Hall 763-784-6700 | BlaineMN.gov

Condition 2: "All serviced vehicles shall be stored indoors at all times"

- **Adjacent tenants and staff have observed that there has been outside storage of vehicles in various states of disrepair around the building and parked in the shared parking area.**

Condition 3: "No vehicles shall be stored outside at any time."

- **On several occasions, both staff and adjacent tenants have observed vehicles being stored outside and around the tenant's space.**

Condition 5: "If this business expands to other units or the nature of the repair changes, a conditional use permit amendment is required."

- **The CUP amendment to allow for the expansion of the business into 306 was denied. No auto repair or related activity can be conducted in suite 306 until a CUP amendment is applied for and obtained.**

This property is zoned I-1 (Light Industrial), and outdoor storage of vehicles is a conditional use in this zoning district. Outdoor storage areas must be screened with 100% opaqueness.

The Conditional Use Permit amendment application consists of a $700 non-refundable application fee. The following items are required:

1. Narrative detailing the request, including any proposals to have vehicles stored outside.
2. Floor plan of 306 and 307
3. Signed property owner consent form. Consent is needed from both owners of the tenant spaces as well as a representative of the Condo Association (or 50% of the suite owners).
4. Site plan showing where the outdoor storage area will be located, the proposed number of vehicles that will be stored at any one time, and include which parking spaces will be occupied.
5. Proposed plans to screen the area with 100% opaqueness.
6. Parking plan showing the square footage of all tenant spaces and uses to ensure parking requirements are being met and parking is available for all of the tenants on the property. A parking calculation form is attached. This will need to be filled out and included in your application submission.

Conditional Use Permit applications require a public hearing before the Planning Commission and subsequent consideration by the City Council. The review process typically takes 60-90 days.

Failure to comply with City ordinances will result in the issuance of citations and may lead to the revocation of the existing 2019 CUP. Revocation of the 2019 CUP would prohibit the operation of an auto repair business in suite 307 (as stated earlier, the CUP for auto repair in 306 was denied, and no auto repair or related activity shall occur in that suite, unless a CUP is applied for). Please note that citations will be issued to the owners of suites 307 and 306.

City of Blaine
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Blaine MN 55449-8100
City Hall 763-784-6700 | **BlaineMN**.*gov*

The CUP must be applied for by **April 6, 2026** and must include all aspects of the request, including any proposals for the outside storage of vehicles, as outlined above.

Please contact Alex Koberoski at akoberoski@blainemn.gov or 763-717-2748 if you would like to schedule a meeting with code enforcement, planning, and building inspection staff.

Sincerely,

Alex Koberoski
Assistant Planner

City of Blaine
10801 Town Square Drive NE
Blaine MN 55449-8100
City Hall 763-784-6700 | **BlaineMN**.gov

VIOLATION PICTURES





City of Blaine
10801 Town Square Drive NE
Blaine MN 55449-8100
City Hall 763-784-6700 | **BlaineMN**.gov



Picture taken Dec 31, 2025. Note the number of vehicles covered in snow and the amount of vehicles behind the building.



Picture taken March 18, 2026. Note the three vehicles have been parked in the same spot since December 2025.

City of Blaine
10801 Town Square Drive NE
Blaine MN 55449-8100
City Hall 763-784-6700 | **BlaineMN**.gov



Picture taken March 18, 2026. There are several vehicles parked behind the building and covered in snow, indicating they have not been moved in some time.

This is consistent with pictures taken in December 2025.



Picture taken March 18, 2026.

Blaine City Hall
10801 Town Sq Dr NE
Blaine MN 55449

File Number: RES 19-81

GRANTING A CONDITIONAL USE PERMIT TO OPERATE AN AUTO REPAIR, DETAILING AND TUNING BUSINESS IN AN I-1 (LIGHT INDUSTRIAL) ZONING DISTRICT LOCATED AT 1550 91ST AVENUE NE. (MOH'S PERFORMANCE MOTORSPORT) (CASE FILE NO. 19-0013/EES)

WHEREAS, an application has been filed by Moh's Performance Motorsport as Conditional Use Permit Case File No. 19-0013; and

WHEREAS, a public hearing has been held by the Blaine Planning Commission on May 14, 2019; and

WHEREAS, the Blaine Planning Commission recommends said Conditional Use Permit be approved; and

WHEREAS, the Blaine City Council has reviewed said case on June 3, 2019.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine that a Conditional Use Permit is hereby approved per Section 31.00 of the Zoning Ordinance to operate an auto repair, detailing and tuning business in an I-1 (Light Industrial) zoning district based on the following conditions:

1. No work pertaining to the business can be conducted outside.
2. All serviced vehicles shall be stored indoors at all times.
3. No vehicles shall be stored outside at any time.
4. Work is limited to auto tuning, repair, detailing.
5. If this business expands to other units or the nature of the repair changes, a conditional use permit amendment is required.

PASSED by the City Council of the City of Blaine this 3rd day of June, 2019.

Signed by _____ **Date** 6-3-19
Tom Ryan, Mayor

Attest by _____ **Date** 6-3-19
Catherine Sorensen, CMC, City Clerk

PLANNING APPLICATION PROCESS

10801 Town Square Drive NE, Blaine MN 55449
Planning Department
phone: 763-785-6180 | BlaineMN.*gov*

Blaine

STEP 1 – Prepare

Requirements for a Planning Application Submittal

Before starting the application process, contact the Planning Department at 763-785-6180 to discuss your proposal. A planner will inform you of specific documents required for your application based on the nature of your request. The next pages outline the documents generally required for each type of application. Documents should be uploaded in PDF format.

STEP 2 – Log in to Account

Are you a New User?

- If no, continue to Step 3.
- If yes, please select Register as a New User.
  Having trouble creating an account? Detailed directions are provided at the following link: https://www.blainemn.gov/iMSHelp

STEP 3 – Apply

Once you have gathered the necessary documents, you are ready to begin the online application process. https://www.blainemn.gov/iMS

The application will prompt you for the following items. Items marked with an asterisk must be uploaded to continue the application.

1. Architectural Plans
2. Civil Plans
3. Landscape Plans
4. Project Narrative*
5. Property Owner Authorization*
   a. This may be a letter signed by the property owner or a completed copy of the https://www.blainemn.gov/OwnerConsent
6. Wetland Documentation

STEP 4 – Review and Payment

Fee & Review Process Fee Schedule (PDF)

- Application fees depend on the approvals requested. Application fees are non-refundable.
- Applications must be submitted by the designated deadlines to be included on the upcoming planning commission agenda.
- Planning applications, other than release of development agreements, require a public hearing before the planning commission. All applications require the approval of the city council.
- You will receive communication regarding the status of your application within 15 business days of submitting the application.

Owner Consent

10801 Town Square Drive NE, Blaine MN 55449
Planning Department
phone: 763-785-6180 | **BlaineMN**.*gov*

Blaine

Project Name: _____

Project Location:_____

Owner Name: _____

I, _____ (name), am the owner of the above list property and authorize _____ (name of applicant) to submit the selected applications.

- ☐ Permanent Sign Permit
- ☐ Temporary Sign Permit
  Number of weeks: ____ (max 4 weeks per calendar year)
- ☐ Special Event Sign Permit
  Number of weeks: ____ (max 2 weeks per calendar year)
- ☐ Site Plan Approval
- ☐ Conditional Use Permit (or extension)
- ☐ Preliminary or Final Plat (or extension)
- ☐ Administrative Subdivision
- ☐ Variance
- ☐ Rezoning
- ☐ Conditional Use Permit Amendment
- ☐ Release of Development Agreement
- ☐ Comprehensive Plan Amendment
- ☐ Other (please describe) _____

_____	_____	_____
Owner (please print)	Owner Signature	Date

PARKING ANALYSIS TEMPLATE

10801 Town Square Drive NE, Blaine MN 55449
Planning Department
phone: 763-785-6180 | **BlaineMN**.*gov*

Blaine

Any change in use requires an associated parking analysis to ensure there is available parking on-site to accommodate the proposed use. For multi-tenant buildings, a change in use for one tenant requires a comprehensive parking analysis that ensures all tenants have available parking to accommodate all uses in the building.

Common Parking Ratios

Restaurants	• 1 space per 100 square feet of floor area, (excluding bar area and kitchen area), • 1 space for each 40 square feet of bar area • 1 space for each 200 square feet of kitchen area. • If no dining provided, at least 1 space per 275 square feet of public pick-up area.
Office (excluding medical)	1 space per 250 square feet
Medical Office	1 space per 150 square feet
Banks	1 space per 400 square feet
Automobile repair	4 parking spaces, plus 2 per service bay
Fitness Centers	1 space per 300 square feet
General retail	1 space for each 200 square feet of floor area
Manufacturing	1 space per 500 square feet
Warehouse	1 space per 2,000 square feet or 1 space for every two employees, whichever is greater

(Refer to section 129-13(8) if your use is not listed, or contact a planner)

Instructions and example:

1. **Count the total number of parking stalls on the property**
2. **Insert building number/ suite number**
3. **Insert business name**
4. **Insert use category**
5. **Insert square footage**
6. **Use the parking ratio that corresponds to the specific use of each tenant and calculate the parking needs.**

Total Spaces Provided	40

Building / Unit	Business Name	Type of Use	Area (Square Feet)	Parking Ratio	Number of Spaces Required
100	Kathleen's Karate	Fitness	2,000	1:300	6.6 = 7
101	Billy's Banking	Bank	5,000	1:400	12.5 = 12
102	Alisson's Accounting Services	Professional Office	3,000	1:250	1.2 = 1
103	Mason's Machine Parts	Manufacturing	5,000	1:500	10

Total Spaces Required	30

Note on calculations:
If the number of parking spaces required results in a requirement of a fractional space, any fraction of one-half or less may be dropped, while a fraction in excess of one-half shall be counted as one parking space.

Parking Analysis Form

Site Address:

					Total Spaces Provided	
Building/ Unit	**Business Name**	**Type of Use**	**Area (Square Feet)**	**Parking Ratio**	**Number of Spaces Required**	
					Total Spaces Required (Rounded Up)	

Cornerstone Association
1550 91st Ave Ne
Blaine, MN 55449

5/11/2025

City of Blaine – Planning & Community Development
10801 Town Square Drive NE
Blaine, MN 55449

Re: Opposition to Conditional Use Permit Amendment

To Whom It May Concern,

I am writing again on behalf of the Cornerstone Association to formally oppose the Conditional Use Permit amendment request to expand Minnesota Performance into Suite 306. It is our understanding that this expansion has already occurred without approval from either the Association or the City of Blaine, which is a direct violation of the original CUP approval terms.

In addition, we strongly oppose the request for outside storage of six additional passenger vehicles.

The proposed expansion and increased vehicle storage are inconsistent with the Association's governing bylaws and conflict with the zoning regulations applicable to the Light Industrial district in which the property is located. These bylaws and zoning standards were established to preserve operational consistency, appearance standards, business compatibility, and the overall functionality of the district.

As outlined in the CIC Rules and Regulations, Article 7.01 that the units are intended for general office and warehouse purposes only. Furthermore, the original CUP approval was specifically limited to Suite 307. This limitation was an important consideration for neighboring owners who supported the original request, as it provided a buffer between Minnesota Performance and adjacent units.

Since the expansion into adjoining Suite 306, the owner of Suite 305 has experienced significant disruptions, including excessive noise, strong exhaust and gasoline odors, vibrations from revving vehicles, and parking spaces being occupied by additional vehicles associated with the business operations.

Regarding parking at Cornerstone, there are 72 parking spaces located in front of the building, including four handicap-accessible spaces. With 21 units in the association, this average to approximately three parking spaces per unit for normal business use.

In addition, there are 21 parking spaces along the west side of the property designated for trailer or equipment parking. In some cases, unit owners may also park one vehicle behind their unit near the garage door, if applicable. Altogether, this provides roughly five parking spaces per unit.

Because parking is already limited, any unit owner using more than their fair share of spaces directly impacts other businesses operating within the association. To help manage this, the association maintains parking rules and regulations designed to limit overcrowding and ensure fair access for all owners and tenants. Allowing additional vehicles beyond these limits would likely create further congestion and conflict within the parking lot affecting multiple business. The associations adopted parking rules and regulations are attached for reference.

In conclusion, the Association believes the requested CUP amendment is incompatible with both the governing documents of the Cornerstone Association and the intended use standards of the Light Industrial zoning district. The unauthorized expansion into Suite 306, combined with the proposed increase in outside vehicle storage, has already created measurable negative impacts on neighboring unit owners and common area operations. For these reasons, the Cornerstone Association respectfully requests that the City deny the CUP amendment request in its current form.

See attachments

Thank you for your time and consideration

Sincerely,

Cornerstone Association Board
1550 91st Ave Ne
Blaine, MN 55449



Notice unit numbers 307 and 306 there is a total of 6 vehicles in the back courtyard.



Notice the trailer parked in front of building utility meters and additional cars.



CORNERSTONE ASSOCIATION
PARKING PERMIT APPLICATION, QUALIFICATIONS
AND RULES AND REGULATIONS
Revised June 2011

Prior to parking any motorized vehicle and/or trailer, including but not limited to scooters, motorcycles, cars, vans, trucks, sport utility vehicles, RVs, Winnebagos, or campers (hereinafter "Equipments") or Equipments loaned by employees to their respective employers, operable Equipments brought in for repairs and/or Equipments used by business owners in their respective job sites or out of town business activities ("Transient Equipments") on any portion of the common elements within Cornerstone Office Warehouse, Inc. (the "Association"), the owner or tenant must apply for a parking permit, temporary parking permit or special parking permit and comply with the following rules and regulations. Owner shall mean and refer to the record owner of a condominium unit within the Association as defined by the declaration. Tenant shall mean and refer to any party lawfully occupying a condominium unit within the Association pursuant to a lease in compliance with the declaration and any rules and regulations adopted by the Association.

1. Equipments and Transient Equipments parked overnight or longer on the common elements, whether behind or in front of each unit and/or at the designated parking areas, must have a parking permit, temporary permit or special permit issued by the Association hanging on the rearview mirror, which is readily visible from the outside of the Equipments or Transient Equipments. For Equipments or Transient Equipments without a rearview mirror, the parking permit, temporary parking permit or special parking permit must be taped on the side of the Equipments or Transient Equipments and must be readily visible. Owners and Tenants are responsible for ensuring the parking permit, temporary parking permit or special parking permit stays affixed to the Equipments or Transient Equipments and is readily visible. To register Equipments or Transient Equipments for a parking permit, temporary permit or special parking permit, the Owner or Tenant shall provide to the Association a written statement as to the model, make, year, license plate number, plate expiration and general description of the Equipments or Transient Equipments and shall also certify that the Equipments or Transient Equipments will be used in compliance with the requirements of the applicable permit. To register, the Owner or Tenant shall also provide an email address whereby notice of any parking issues or violations may be promptly received by such Owner or Tenant.

2. To qualify for a parking permit, Equipments must be used primarily to carry out the business activities of the Owner or Tenant. Parking permits shall automatically renew annually, except as stated herein. Notwithstanding the foregoing, at the discretion of the Board, upon notice to the Owner or Tenant, parking permit applications shall be re-submitted, from time to time, to ensure accurate records and notice of ownership and other changes regarding the Equipments. Equipments or Transient Equipments desired to be parked overnight or longer must be parked at the designated parking areas and **must not** be parked in front and/or behind each unit during winter months (November through April). Equipments or Transient Equipments parked at the designated parking areas must not overhang on the curb which blocks the sprinkler heads and may prevent the lawn company to properly mow the lawn. The Board of Directors reserves the right to move Equipments or Transient Equipments parked in the designated parking areas and/or behind and in front of each unit, after actual notice to the Owner or Tenant or after 24 hour email notice to the Owner or Tenant, especially during winter months (November through April each year) or in cases of emergency, without notice to the Owner or Tenant, at the expense of the Owner.

3. Equipments and Transient Equipments must be operable and must have a current year license plate (if applicable) to obtain and/or retain a parking permit, temporary parking permit or special parking permit. Equipments and Transient Equipments, with flat tires or expired plates or which are inoperable, will not be issued any parking permit, temporary parking permit or special parking permit and any previously issued parking permit, temporary parking permit or special parking permit may be revoked upon email notice to the Owner or Tenant by the Association.

4. Transient Equipments may be granted a temporary parking permit for a maximum of ninety (90) days for each calendar year. Temporary and/or Special parking permits will have a colored dot on the temporary parking permit tag.

5. Equipments which are personal in nature such as vehicles, trailers, campers and other motorized vehicles used by employee(s) and/or other parties associated with the Owner or Tenant, to commute to and from work, shall not be parked overnight on the common elements. An Owner or Tenant , their employees or other parties associated with the Owner or Tenant that seeks to park personal equipments overnight or longer, behind or in front of each unit and/or at other designated parking areas, may apply for a special parking permit if the employee(s) and/or other parties associated with the Owner or

Tenant, are sent out of town for training, conferences and other valid reasons to carry out the business activities of the Owner or Tenant, as determined by the Board of Directors in its sole discretion.

6. Equipments or Transient Equipments acquired by an Owner through foreclosure of a unit and/or through collection efforts, intended for sale, may be granted a temporary parking permit by the Association for a maximum of ninety (90) days for each calendar year. The Board may require the Owner to submit reasonable documentation or evidence to prove that the Equipments or Transient Equipments were acquired through foreclosure of a unit or through related collection efforts. Equipments of an Owner or Tenant, which are used for personal and not business purposes, intended for re-sale cannot be parked on the common elements.

7. If misplaced or lost, parking permit, temporary parking permit or special parking permit tags can be re-issued upon request of an Owner or Tenant for a cost of $10.00.

8. The Board of Directors reserves the right to modify the parking rules and regulations from time to time. Owners and/or Tenants that have properly registered their Equipments or Transient Equipments will be notified via email of the modifications, if any.

9. It will be the responsibility of the Owner to disseminate the Parking Rules and Regulations information to all their respective Tenants, employee(s) and/or other parties associated with the Owner or Tenant, who maybe parking overnight or longer behind and/or in front of each unit and/or at other designated parking areas.

10. The current official towing company of the Association is Shorty's, telephone No. 763-784-1411. Shorty's will periodically inspect the common elements during the night. Equipments or Transient Equipments without readily visible parking permit, temporary parking permit or special parking permit tags will be towed at the expense of the Owner, without notice to the Owner or Tenant.

11. The Association, its Board Members, its officers and its agents are not liable for any damages to Equipments or Transient Equipments or theft while parked on the common elements.

12. Owners are liable for the compliance of their Tenants and/or other parties associated with the Owner(s) or Tenant(s) with these parking rules and regulations. To the extent Owners, Tenants and/or other parties associated with Owner(s) or Tenant(s), are not in compliance with the governing documents for the Association, the Association is permitted, but not required, to refuse to issue or revoke any parking permit, temporary parking permit or special parking permit until the Owner and/or Tenant complies with the governing documents for the Association.

13. The parking Permit Registration and Application form (enclosed with this packet) must be filled out and signed by the Owner(s) or Tenant(s) for each vehicle or equipments that may be parked overnight or longer, behind or in front of each unit and/or other designated parking areas. The form must contain the make, model, year, license plate number, plate expiration month and year and/or other pertinent information regarding the Equipment or Transient Equipment. The completed form must be mailed to:

Cornerstone Association Board
5776 Matterhorn Drive
Fridley, MN 55432

Adopted by the Cornerstone Board of Directors, the _____ day of _____, 2011.

535473_1

COMMON INTEREST COMMUNITY NO. 200

A CONDOMINIUM

CORNERSTONE OFFICE WAREHOUSE, INC.

DECLARATION

THIS DECLARATION is made as of this ____ day of _____, 2005 by HOKCO Investments, LLC, a Minnesota limited liability company, herein called "Declarant," pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 through 515B.4-118 (the "Act"), as amended.

RECITALS

Declarant is the owner of the following described real estate located in Anoka County, Minnesota:

That part of the Southwest quarter of the Northeast Quarter of Section 32, Township 31, Range 23, described as beginning at a point on the North Line of said Southwest Quarter of the Northeast Quarter, said point being 1187.42 feet East of the Northwest corner of said Southwest Quarter of the Northwest Quarter; thence South parallel with the West line of said Southwest Quarter of the Northeast Quarter a distance of 33 feet to the actual point of beginning of the land to be described; thence continuing South along the last described line a distance of 417.42 feet; thence West parallel to the North line of said Southwest Quarter of the Northeast Quarter a distance of 417.42 feet; thence North parallel with the West line of said Southwest Quarter of the Northeast Quarter a distance of 417.42 feet more or less to a point 33 feet South of the North line of said Southwest Quarter of the Northeast Quarter; thence East along a line parallel with the North line of said Southwest Quarter of the Northeast Quarter to the actual point of beginning, Anoka County, Minnesota.

Abstract Property

("Real Estate")

together with all buildings and improvements now or hereafter constructed or located therein and all rights, privileges, easements and appurtenances belonging to or in any way pertaining to said Real Estate.

Declarant wishes to establish the Real Estate as a condominium under the Act.

NOW THEREFORE, Declarant declares that the Real Estate is and shall be divided, held, transferred, conveyed, sold, leased, occupied and developed subject to the Act and to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, which shall run with the Real Estate and be binding upon all parties having any right, title or interest in the Real Estate, their heirs, successors and assigns, and which shall inure to the benefit of each unit owner, and the heirs, successors and assigns of each unit owner.

1.00 DEFINITIONS

1.01 Words defined in the Act shall have the meaning ascribed to them in the Act. The following are supplemental definitions.

a. "Association" shall mean Cornerstone Office Warehouse, Inc., a Minnesota nonprofit corporation.

b. "Board of Directors" or "Board" shall mean the board of directors of the Association.

c. "Member" shall mean any person or entity holding membership in the Association.

d. The "Bylaws" of the Association which are incorporated into and made a part of this Declaration by this reference.

e. "Unit" shall mean any of Units 101 through 110 inclusive, 201 through 204 inclusive and 301 through 307 inclusive within the Building

f. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the Real Estate, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Where any such Unit is being sold by the fee owner to a contract purchaser who is entitled to possession of the Unit, the contract purchaser shall be considered the Owner of the Unit if (a) the rights of the contract seller hereunder are delegated to the contract purchaser under such Contract for Deed; and (b) the Contract Purchaser shall furnish proof of such delegation to the Association.

2.00 IDENTITY OF REAL ESTATE AND CIC

2.01 Identity. This Declaration establishes Common Interest Community No. 200, Anoka County, Minnesota, under the name Cornerstone Office Warehouse. It is a condominium (and not a planned community or cooperative), and is not subject to a master association. The Real Estate included within this CIC is located in Anoka County, Minnesota and is legally described as follows:

3.00 CIC PLAT

3.01 The CIC Plat for this CIC is being recorded simultaneously with, and as a part of, this Declaration.

That part of the Southwest quarter of the Northeast Quarter of Section 32, Township 31, Range 23, described as beginning at a point on the North Line of said Southwest Quarter of the Northeast Quarter, said point being 1187.42 feet East of the Northwest corner of said Southwest Quarter of the Northwest Quarter; thence South parallel with the West line of said Southwest Quarter of the Northeast Quarter a distance of 33 feet to the actual point of beginning of the land to be described; thence continuing South along the last described line a distance of 417.42 feet; thence West parallel to the North line of said Southwest Quarter of the Northeast Quarter a distance of 417.42 feet; thence North parallel with the West line of said Southwest Quarter of the Northeast Quarter a distance of 417.42 feet more or less to a point 33 feet South of the North line of said Southwest Quarter of the Northeast Quarter; thence East along a line parallel with the North line of said Southwest Quarter of the Northeast Quarter to the actual point of beginning, Anoka County, Minnesota.

4.00 OWNERS ASSOCIATION

4.01 Cornerstone Office Warehouse, Inc. has been incorporated as a Minnesota nonprofit corporation under Minnesota Statutes, Chapter 317A to act as the association of unit owners required by section 515B.3-101 of the Act.

5.00 UNITS AND UNIT IDENTIFIERS

5.01 This CIC consists of twenty-one (21) units. The unit identifier of each unit is shown on the CIC Plat.

6.00 BOUNDARIES

6.01 The unit boundaries of each unit shall be the walls, floors and ceilings of each unit, as described in further detail in Section 515B.2-102(b) of the Act.

6.02 The boundaries between adjoining units under common ownership by a Member may be relocated pursuant to Section 515B.2-114 and Section 515B.2-113 of the Act.

7.00 USE OF UNITS

7.01 Units. Each of the units shall be used only for general office/warehouse purposes (Permitted Uses). The Association may by rules and regulations specify uses which qualify and which do not qualify as and for general office/warehouse purposes hereunder; however, that any change in permitted uses may be made only by amendment as provided for in this Declaration. In no event shall any unit be used for residential purposes. Timeshares are not permitted.

8.00 ALLOCATED INTERESTS

8.01 Expenses and Ownership. Each of the units is hereby allocated the percentage of undivided interests in the common elements and in the common expenses of the Association, specified in Exhibit B attached to this Declaration. However, certain expenses may be assessed on a different basis, or against one or fewer than all units, under the following circumstances:

a. Any common expense associated with the maintenance, repair, or replacement of a limited common element undertaken by the Association may be assessed exclusively against the unit or units to which that limited common element is assigned, on the basis of (i) equality, (ii) square footage of the area being maintained, repaired or replaced, or (iii) the actual cost incurred with respect to each unit.

b. Any common expense or portion thereof benefiting fewer than all of the units may be assessed exclusively against the units benefited, on the basis of (i) equality, (ii) square footage of the area being maintained, repaired or replaced, or (iii) the actual cost incurred with respect to each unit.

c. The costs of insurance may be assessed in proportion to value, risk or coverage, and the costs of utilities may be assessed in proportion to usage.

d. Reasonable attorneys fees and others costs incurred by the Association in connection with (i) the collection of assessments and (ii) the enforcement of this Declaration, the Bylaws, the Act, or the Rules and Regulations, against an Owner or occupant or their guests, may be assessed against the Owner's unit.

e. Fees, charges, late charges, fines and interest may be assessed as provided in Section 515B.3-116(a) of the Act.

f Assessments levied under Section 515B.3-116 of the Act to pay a judgment against the Association may be levied only against the units existing at the time the judgment was entered, in proportion to their common expense liabilities.

g. If any damage to the common elements or another unit is caused by the act or omission of any Owner or occupant, or their guests, the Association may assess the costs of repairing the damage exclusively against the Owner's unit to the extent not covered by insurance.

h. If any installment of an assessment becomes more than 30 days past due, then the Association may, upon 10 days written notice of the Owner, declare the entire amount of the assessment immediately due and payable in full.

i. If common expense liabilities are reallocated for any purpose authorized by the Act, common expense assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated common expense liabilities.

j. Assessments described in Subsections 8.01.a-h shall not be considered special assessments as described in Section 9.02.

8.02 Formula. The percentage allocation of interests specified in Exhibit B is calculated for each unit by dividing the area of the unit into the total area of all units.

8.03 Voting. Each unit shall have one vote.

9.00 ASSESSMENTS

9.01 General Provisions. Section 515B.3-115 of the Act specifies how assessments are assessed and collected. Section 515B3-116 specifies how the lien for assessments is created and enforced, and to which interests it is either superior or subordinate. The following subsections 9.02 through 9.04 supplement those provisions.

9.02 Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any unforeseen or unbudgeted common expense, including without limitation the unexpected construction, reconstruction, repair or replacement of a capital improvement and including fixtures and personal property related thereto, provided that any such assessment shall have the assent of not less than two-

thirds (2/3) of the voting power of members who are voting in person or by proxy at a meeting duly called for this purpose.

9.03 Commencement of Initial Annual Assessments. The annual assessments provided for herein shall commence as to all units not later than 60 days after the conveyance of the first unit to an owner other than Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

a. Notwithstanding anything in this Declaration to the contrary, the Declarant's liability, and the assessment lien, for common expense assessments other than replacement reserves, on any Unit owned by the Declarant is limited to twenty-five percent (25%) or any greater percentage of any common expense assessment levied, until the Unit or any building in which the Unit is located is substantially completed. Substantial completion shall be evidenced by the issuance of a Certificate of Occupancy in any jurisdiction that may be authorized to issue a Certificate of Occupancy. This reduced assessment shall apply to each Unit owned by the Declarant at the time that the Unit is created.

9.04 Commencement of Annual Assessments. By November 30 of each year the Board shall fix the amount of annual assessments against each unit for the following fiscal year and shall send written notice thereof to each owner. The due date for payment of annual assessments shall be as set by the Board. At the time the Board fixes the amount of annual assessments it shall adopt a budget for the following fiscal year and cause a copy of such budget in reasonable detail to be furnished to each owner.

9.05 Lien Priority; Foreclosure. A lien under this Section is prior to all other liens and encumbrances on a unit except (i) liens and encumbrances recorded before this Declaration, (ii) any first mortgage on the unit, and (iii) liens for real estate taxes and other governmental assessments or charges against the unit. Notwithstanding the foregoing, if a first mortgage on a unit is foreclosed, the first mortgage was recorded on or after June 1, 1994, and no Owner redeems during the Owner's period of redemption provided by Chapters 580, 581, and 582, then the holder of the sheriff's certificate of sale from the foreclosure of the first mortgage shall take title to the unit subject to unpaid assessments for common expenses levied pursuant to Section 515B.3-115(a), (h)(I) to (3), (i), and (I) of the Act which became due, without acceleration, during the six months immediately preceding the first day following the end of the Owner's period of redemption.

9.06 Voluntary Conveyances; Statement of Assessments. In a voluntary conveyance of a unit the buyer shall not be personally liable for any unpaid assessments and other charges made by the Association against the seller or the seller's unit prior to the time of conveyance to the buyer, unless expressly assumed by the buyer. However, the lien of such assessments shall remain against the unit until satisfied. Any seller or buyer shall be entitled to a statement, in recordable form, from the Association setting forth the amount of the unpaid assessments against the unit,

including all assessments payable in the Association's current fiscal year, which statement shall be binding on the Association, seller and buyer.

10.00 ASSOCIATION MAINTENANCE RESPONSIBILITY

10.01 Common Elements. The Association shall undertake the maintenance and repair of the common elements, the expense of all of which shall be allocated as described in the Act and this Declaration, except that each unit owner will be solely and directly responsible for the expense of replacement of broken glass in windows and doors of such owner's unit. The Association shall have the exclusive right to manage, maintain and alter the common elements.

10.02 Services. The Association may obtain and pay for the services of any persons or entities, to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Real Estate, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Real Estate or the enforcement of this Declaration. The Association may arrange with others to furnish trash collection and other common services to each unit.

10.03 Personal Property and Real Estate for Common Use. The Association may acquire and hold for the use and benefit of all of the owner's tangible and intangible personal property and real estate and may dispose of the same by sale or otherwise. Such beneficial interest shall not be transferable except with the transfer of title to a unit, provided that an owner may delegate the right of enjoyment of such property to lawful occupants of such unit. A transfer of title to a unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other owners. The transfer of title to a unit under foreclosure shall entitle the buyer to the beneficial interest in such property associated with the foreclosed unit.

11.00 OWNERS' MAINTENANCE

11.01 Upkeep and Maintenance. Each owner shall undertake, at the expense of such owner, the upkeep and maintenance of such owner's unit, and to the extent not otherwise maintained by the Association, of the assigned limited common elements, and each owner shall maintain the same free of hazardous substances or equipment, vermin, cockroaches, pests and debris which may pose a threat to the health or safety of occupants of other units. Every owner must perform promptly all cleaning, maintenance and repair work within his unit, which, if omitted, would affect another unit or units, being expressly responsible for the damages and liabilities that failure to do so may engender. The Association may from time to time specify reasonable standards for all such maintenance. Without limiting the generality of the foregoing, the Association may require an owner to remove offending items, or to use a professional

exterminator, and upon failure of the owner to so do, the Association after reasonable notice may enter the unit with a professional exterminator or other appropriate contractor and take corrective action, charging the owner of such unit for the reasonable cost thereof. An owner shall do no act nor any work that will impair the structural soundness or integrity of the building, or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the common elements, the other units, or their owners.

11.02 Heating. For the purpose of preventing damage to and breakage of water, sewer and other utility lines and pipes in a unity which might result in damage to an adjoining unit, all owners shall maintain the temperature of their Units, at all times, at least at 55 degrees Fahrenheit (or such other reasonable temperature or standard as the Board of Directors may from time to time specify by written rule), subject, however, to the inability to maintain such temperature due to causes beyond the owner's reasonable control. Any damage resulting from the refusal or failure of an owner so to maintain such minimum temperature may be repaired by the Association and (unless due to causes beyond the owner's reasonable control) the cost thereof assessed against the unit of the refusing or failing owner. However, if the failure to maintain such minimum temperature is due to causes beyond the owner's reasonable control, the cost of such repair shall be a common expense. The Association may by rule require units which are unoccupied for substantial periods of time during winter to use alarms which will detect abnormally low temperatures.

12.00 INSURANCE, CASUALTY AND EMINENT DOMAIN

12.01 Association's Policies. Section 515B.3-113 of the Act requires the Association to maintain casualty insurance coverage on the common elements and units. The same section also requires general liability coverage, authorizes the Association to carry any other insurance it considers appropriate, specifies minimum notice from an insurer prior to cancellation, specifies other provisions for such insurance, requires the Association or an insurance trustee to adjust all losses, and describes the Association's duty with respect to repair or rebuilding after casualty to common elements or units. The provisions of the Act described in this paragraph may not be varied or waived, but are hereby supplemented, as follows:

a. The Association shall carry workers compensation insurance whenever it has eligible employees.

b. The Association may carry fidelity insurance and shall do so whenever required by a holder, insurer or guarantor of a mortgage.

c. The Association may enter into binding agreements with one or more holders, insurers or guarantors of mortgages obligating the Association to keep specified coverages in effect for specified period and to notify a holder, insurer or guarantor of any changes to coverage.

12.02 Owner's Individual Policies. Each owner should carry insurance for his or her own benefit insuring personal liability and carpeting, wallcovering, trade fixtures, furniture, furnishings, equipment and other personal property, and fixtures and other real estate supplied or installed by this owner or a previous owner or tenant, expect to the extent that the Association in its discretion provides blanket coverage for some or all such items, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance carried by any owner.

12.03 Betterments. In all events, betterments or improvements made subsequent to the original construction by any owner to the owner's unit shall be the responsibility of the owner to insure separately (or by rider to a blanket policy at the consent of the Association) if the owner desires the same insured. If the Trustee or mortgagee undertakes the reconstruction or remodeling of a unit as above provided, the same need be restored only to substantially the same condition as the unit was as of the completion of original construction.

12.04 Eminent Domain. As in the case of physical damage or destruction, the Association shall represent all unit owners with respect to any condemnation involving all or any part of this CIC, including the condemnation proceedings, and any negotiations, settlements, or agreements as part of the condemnation or in lieu of the condemnation, and all proceeds shall be payable in the first instance to the Association or an insurance trustee, for the benefit of owners and mortgage holders.

12.05 Deductibles. The Association may, in the case of a claim for damage to a unit, (i) pay the deductible amount as a common expense, (ii) assess the deductible amount against the units affected in any reasonable manner, or (iii) require the owners of the units affected to pay the deductible amount directly.

13.00 ARCHITECTURAL RESTRICTIONS

13.01 Association Control. The Association shall have the exclusive control of the common elements (including limited common elements) and no change shall be made to the common elements or to the exterior of any unit, including changes in appearance or color, except by the Association or with the written authorization of the Association.

13.02 Windows. No films or coating shall be applied to the interior or exterior of exterior windows which darken, make reflective or otherwise change the color or appearance of such windows as viewed from outside the unit, without the prior written consent of the Association. All window treatments in a unit which are visible from outside the unit shall be of a light neutral color. The Association may from time to time prescribe one or more specific materials and colors. All window treatments shall be constructed for use as draperies, curtains or blinds, and no sheets or untailored materials shall be used as window coverings at any time.

13.03 Awnings. No awnings or shades shall be erected over and outside of the windows, nor shall any articles or structures be hung or placed on any outside window sills, without the prior written consent of the Association.

13.05 Wiring or Penetrations. No exterior wiring shall be installed nor shall there be penetrations of the walls, window frames or roofs of the exterior of the building except as authorized by the Association.

13.06 Mechanical and Electrical Equipment. No additional air conditioning or air cooling unit shall be installed or placed in any part of a unit other than that which was originally installed, without the prior written consent of the Association. All ceiling fans and all other electrical fixtures installed in a unit must comply with all applicable building codes and underwriting standards and other reasonable standards adopted by the Association. No oil-fired or other combustion type heaters shall be allowed in units.

13.07 Structures on the Common Elements. No building, fencing or other structures which were not part of the original construction, nor any trees, bushes or substantial change in landscaping shall be erected or maintained on the common elements (including limited common elements) except with the written authorization of the Association.

13.08 Antennae. Except with prior written approval of the Association, no exterior television, radio, satellite, or microwave antenna of any sort shall be erected or maintained upon the common elements or the exterior of a unit. However, any requirements with respect to satellite receiving antennas one meter or less in diameter shall be reasonable, shall not impair or degrade reception and shall conform to the Federal Telecommunications Act of 1996.

14.00 RENTAL RESTRICTIONS

14.01 Any lease between an owner and a tenant shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation and the Bylaws, and that any failure by the tenant to comply with the terms of such documents shall be a default under the lease enforceable by the Association as well as the landlord. A lease of a unit must be for an entire unit, not a portion thereof. All leases of units shall be in writing and a copy shall be filed with the Association prior to commencement of the term. No lease of a unit may be for a period of less than thirty (30) days. All leases shall be deemed to include, for the term of the lease, all of the owner's rights to use the common rooms and open spaces of the CIC, and no owner shall be permitted the use thereof unless in occupancy of a unit. Other than the foregoing, there shall be no restrictions on the right of any owner to lease a unit.

15.00 GENERAL RESTRICTIONS

15.01 Prohibition of Damage and Certain Activities. Nothing shall be done or kept on any unit or any part thereof which would increase the rate of insurance on the Real Estate or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept on any unit or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the exterior of the Real Estate and building shall be committed by any owner or any invitee of any owner, and each owner shall indemnify and hold the Association and the other owners harmless against all loss resulting from any such damage or waste caused to the Association or other owners by such owner or the owner's invitees. No noxious, destructive or offensive activity shall be allowed on any units or any part thereof, nor shall anything be done thereon which may be or may become a nuisance to any other owner or to any other person at any time lawfully occupying the Real Estate. No heating devices, refrigeration equipment, or other machinery which causes vibrations detectable from outside the unit, is fuel-fired, or is otherwise inherently dangerous, noxious, or noisy, shall be installed or operated within any unit.

15.03 Animals. No pets shall be permitted to be kept on the Real Estate by any owner or occupant.

15.04 Signs. No sign of any kind shall be displayed to the public view on any unit, except:

a. Designations, in such styles and materials as the Board of Directors shall by regulation approve, of street addresses and names of occupants;

b. A "For Sale" sign may be displayed provided that it is in such styles and materials as the Board shall by regulation approve; and

c. Declarant shall be permitted to erect and maintain upon the Real Estate such signs as it deems necessary to advertise the development during the construction and sale periods.

15.05 Noises. Unit owners and occupants shall not make noises, play instruments or operate radios, televisions, or amplifiers in a way that may disturb other owners, or otherwise create disturbances to the peace and tranquility of the CIC. No nuisance shall be allowed on the CIC nor shall any use or practice be allowed which is a source of annoyance to the other owners or which interferes with the peaceful possession or proper use of the CIC by all unit owners.

15.06 Outside Storage. Outside storage of any items, including but without limiting the generality of the foregoing, sporting equipment, outdoor cooking equipment, trash and garbage containers shall not be allowed.

15.07 Vehicle Storage. No boats, snowmobiles, trailers, camping vehicles, buses, camper tops, "all-terrain vehicles," tractor/trailers or trucks in excess of 9,000 pounds' gross vehicle weight, or unlicensed or inoperable vehicles shall at any time be stored or parked on the common elements without the express written approval of the Board of Directors, which may be withheld without stated reason.

15.08 Repair to Vehicles. Save for emergency repairs, no repairs or adjustments to motor vehicles may be carried out on the common elements.

15.09 Landscaping. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work or improvements on the common elements, including grass, trees, and flower beds.

15.10 Designated Areas for Vehicles. No motor vehicle shall be driven or parked on any part of the common elements other than on a driveway or parking space.

15.1 1 No Obstructions. The sidewalks, walkways, halls, passages, entrances, corridors, stairways, and driveways shall not be obstructed or used for any other purpose than ingress to and egress from the units and parking areas within the common elements.

15.12 Hazardous Substances. No "Hazardous Substance" as defined by any applicable federal or state environmental law shall be stored or generated on any part of the Real Estate. Notwithstanding the preceding sentence, an owner or tenant of an owner may use or store immaterial amounts of commonly known and used materials which may be deemed Hazard Substances hereunder, provided that any such use or storage (a) does not constitute a remunerative activity of the owner or tenant, (b) is incidental to the owner or such tenant's primary use of the Unit and does not constitute a primary use thereof, and (c) complies at all times with all applicable federal and state environmental laws.

15.13 Non-Interference. No part of the common elements shall be used by anyone in such a manner so as to interfere with the use and enjoyment of the units or the common elements. No part of the common elements shall be used by the owners for the erection, placing or maintenance of clotheslines, incinerators, garbage disposal equipment, recreation or athletic equipment, tents, fences or other barriers or for the placing or disposal of rubbish, garbage or waste without the prior written consent of the Board of Directors.

15.14 Cable System Access. In the event the Board of Directors authorizes any sort of master, cable or community television or data system, each owner hereby authorizes access to his or her unit upon reasonable notice for the purpose of installing the conduits and fixtures necessary to serve such unit, without regard to whether the owner then elects to subscribe to or use such system.

15.16 Rules and Redations. The Board of Directors may from time to time adopt, promulgate and publish other rules of conduct reasonable relating to the enjoyment of the CIC by owners and

occupants, provided that no such rules and regulations may have the effect of contradicting a provision of this Declaration or the Bylaws.

15.17 No Additional Units. Neither the Declarant nor any other unit owner is permitted to create any additional units by subdivision or conversion under Section 515B.2-112 of the Act.

15.18 No Time Shares. Time shares, as defined in the Act, are not permitted in this CIC.

16.00 FIRST MORTGAGEES

16.01 Precedence. The provisions of this Article take precedence over any other conflicting provisions of this Declaration.

16.02 Notice of Action. Any mortgagee and any insurer or guarantor of a first mortgage on a unit who has advised the Association in writing of its name and address and the address of the unit covered by such mortgage, and in said writing has requested the Association to notify it of any of the following, will be entitled to timely written notice of:

a. Any condemnation loss or any casualty loss which affects a material portion of the project or any unit on which there is a first mortgage held, insured, or guaranteed by such mortgage holder or insurer or guarantor, as applicable;

b. Any delinquency in the payment of assessments or charges owed, or any other default in the performance of any obligation under this Declaration, the Bylaws, or Articles of Incorporation by an owner of a unit subject to a first mortgage held, insured, or guaranteed by such holder or insurer or guarantor, which remains uncured for a period of 60 days;

c. Any lapse, cancellation or material modification of any insurance policy maintained by the Association;

d. Any proposed action which would require the consent of a specified percentage of mortgage holders as specified in Section 17.03 below.

16.03 Examination of Books and Records. First mortgagees and holders, insurers and guarantors of first mortgages shall have the right to examine the books and records of the Association, as set forth more fully in the Bylaws.

16.04 Designation of Representative. Any holder of a first mortgage on a unit may designate a representative to attend meetings of members.

17.00 AMENDMENTS

17.01 Statutory Requirements. The Act specifies the requirements for amending this Declaration.

17.03 Mortgagee Approval. In addition to all other requirements set forth herein, and except when a higher percentage is required by law or this Declaration, amendments to this Declaration of a material nature must be agreed to by unit owners who represent at least 67% of the total allocated votes in the Association and by mortgage holders who have submitted a written request to the Association to be notified of any proposed action requiring consent of mortgage holders, who represent at least 51% of the votes ascribed to units that are subject to mortgages held by such mortgage holders. A change to any of the provisions governing the following matters would be considered material:

a. voting rights;

b. increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens;

c. reductions in reserves for maintenance, repair, and replacement of common elements;

d. responsibility for maintenance and repairs;

e. reallocation of interests in the general or limited common elements, or rights to their use;

f. redefinition of any unit boundaries;

g. convertibility of units into common elements or vice versa;

h. expansion or contraction of the CIC, or the addition, annexation, or withdrawal of property to or from the CIC;

i. hazard or fidelity insurance requirements;

j. imposition of any restrictions on the leasing of units;

k. imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;

l. a decision by the Association to establish self management if professional management had been required previously by the holder of a first mortgage on a unit;

m. restoration or repair of the CIC (after damage or partial condemnation) in a manner other than that specified in this Declaration; or

n. any provisions that expressly benefit mortgage holders, insurers, or guarantors.

18.00 WORKING CAPITAL FUND

18.01 Establishment. The Declarant shall establish an Association working capital fund intended to meet unforeseen expenditures or to purchase any additional equipment or services. At the time control of the Association is transferred to owners, the working capital fund shall be transferred to the Association for deposit in a segregated fund. The fund shall be initially established at an amount equal to two months' assessments on all units. The amount attributable to a particular unit will be collected and deposited in the fund at the time of closing of Declarant's sale of the unit, provided that when control of the project is transferred to owners, the amounts attributable to all units which have not then closed shall be collected. A contribution from each unit to the working capital fund is measured by two months' assessments but amounts paid into the fund are not advance payments of regular assessments.

18.02 Declarant's Accounting. This working capital fund is the property of the Association, and is not to be confused with any earnest money agreed upon between the Declarant and buyers of units. The Declarant may not use the Association working capital fund to defray any of its expenses, reserve contributions or construction costs or to make up any budget deficits while it is in control of the Association. When unsold units are sold, however, the Declarant may reimburse itself from funds collected at a unit closing for money it paid the Association for that unit's share of the working capital fund.

19.00 MISCELLANEOUS

19.01 Right to Cure. In the event that any owner violates any covenant or fails to perform any condition contained in this Declaration, the Association may perform the act, remove the defect or correct the violation upon thirty (30) days written notice to the owner. If the Association so acts on behalf of an owner, the Association may levy an assessment against the owner's unit for the cost of the performance or correction.

19.02 Association Acts through Board. The power and authority of the Association as provided in the applicable Statutes, the Declaration, Bylaws, and Rules and Regulations shall be vested in a Board of Directors elected by the owners in accordance with the Bylaws of the Association. The Association shall act through the Board of Directors and the officers elected by the Board; accordingly, all references in this Declaration and the Bylaws to action, consent or discretion by the Association shall mean the Board of Directors acting for the Association, unless action by the

vote of the owners, members or mortgagees is expressly required by this Declaration or the Bylaws.

19.03 Notices. Any notice required to be sent to any member of the Association (or owner) under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such member appearing on the records of the Association at the time of such mailing. In the case of multiple owners of a unit, notice to any one of such owners shall be deemed notice to all.

19.04 Captions. The headings in this Declaration are intended for convenience only and shall not be given any substantive effect.

19.05 Construction. In the event of an apparent conflict between this Declaration and the Bylaws, the provisions of this Declaration shall govern. The use of pronouns such as "his," "he" and "him" are for literary purposes and mean whenever applicable the plural and female forms.

19.06 Rights of Action. In addition to all other remedies and rights set forth in the Act, the Association, and any one or more aggrieved Unit Owners, shall have the right of action against Units Owners who fail to comply with the provisions of this Declaration and by Bylaws or the decisions of the Association, and one or more Unit Owners shall also have such rights of action against the Association for any failure to comply with or enforce such provisions.

19.07 Declarant's Rights and Obligations. The Declarant shall enjoy the same rights and shall be deemed to have assumed the same duties with respect to its unsold units in the CIC as any other owner, except as modified or extended by the alternate assessment program and the special declarant rights described in this Declaration.

19.08 **Easements.**

a. Whenever in, or whenever by, this Declaration, the Bylaws or the Act, a unit owner, the Association, the Board, or any other person, is authorized to enter upon a unit or the common elements to repair, maintain, restore or reconstruct all or any part of a unit or the common elements, such easements as are necessary for such entry and such repair, maintenance, restoration or reconstruction are hereby declared and granted, subject to the terms and conditions of the applicable condominium document relating to such right-of-entry.

b. Subject to such reasonable rules, regulations and restrictions as may be imposed by the Association, each unit owner and each other occupant of any unit and the employees, agents and invitees of each such unit owner and occupant, including persons making deliveries and pickups, are hereby granted an easement for ingress and egress through all common elements in common with the other unit owners and occupants and the employees, agent and invitees of such person.

Each unit is hereby burdened with and subjected to an easement for ingress and egress through all common elements by persons lawfully using or entitled to the same.

c. Common elements shall be and are hereby made subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the purpose of inspection, upkeep, maintenance, repair and replacement of the common elements.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the day and year recited on the first page hereof.

HOKCO INVESTMENTS, LLC, A LIMITED LIABILITY FAMILY COMPANY

By_____
Jerry Hokanson
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by Jerry Hokanson, the Chief Manager of HOKCO Investments, LLC, a Minnesota limited liability company, on behalf of the company

_____
Notary Public

THIS INSTRUMENT DRAFTED BY:

Thomas M. Zappia
ZAPPIA LeVAHN & HEUER, LTD
941 Hillwind Rd. N.E., Suite 301
Minneapolis, MN 55432
763-571-7721
FAX: 763-571-7734

EXHIBIT A

COMMON INTEREST COMMUNITY NO. 200
A CONDOMINIUM
CORNERSTONE OFFICE WAREHOUSE, INC.

Allocation of Interest in the Common Elements and the Kind of the Common Expenses

UNIT	SQUARE FEET	PERCENTAGE
101	2305	4.48%
102	2400	4.66%
103	2400	4.66%
104	2400	4.66%
105	2400	4.66%
106	2400	4.66%
107	2400	4.66%
108	2400	4.66%
109	2400	4.66%
110	2400	4.66%
201	2700	5.24%
202	2700	5.24%
203	2700	5.24%
204	2700	5.24%
301	2400	4.66%
302	2400	4.66%
303	2400	4.66%
304	2400	4.66%
305	2400	4.66%
306	2400	4.66%
307	2400	4.66%
TOTAL	51,505	100.00%

BY-LAWS
OF
CORNERSTONE OFFICE WAREHOUSE, INC.

ARTICLE I.

Name and Location

The name of the corporation is Cornerstone Office Warehouse, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 1550 - 91st Avenue Northeast, Blaine, Minnesota 55449, but meetings of members and directors may be held at such places within the State of Minnesota as may be designated by the Board of Directors.

ARTICLE II.

Definitions

Section 1. "*Association*" shall mean and refer to Cornerstone Office Warehouse, Inc., its successors and assigns.

Section 2. "*Properties*" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "*Unit*" shall mean any of the Units 101 through 110 inclusive, 201 through 204 inclusive and 301 through 307 inclusive within the Building.

Section 4. "*Owner*" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "*Declarant*" shall mean and refer to HOKCO Investments, LLC, a Minnesota limited liability company, its successors and assigns.

Section 6. "*Declaration*" shall mean and refer to the Declaration applicable to the Properties recorded or to be recorded in the Office of the County Recorder, Anoka County, Minnesota.

Section 7. "*Member*" shall mean the Owner of any Unit. Any Unit Owner shall be entitled to membership in the Corporation.

ARTICLE III.

Meeting of Members

Section 1. *Annual Meetings.* The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock p.m. If the day for the annual meeting of the Members falls on a weekend or is a legal holiday, the meeting will be held at the same hour on the next business day.

Section 2. *Special Meetings.* Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the members.

Section 3. *Notice of Meetings.* Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. *Quorum.* The presence at the meeting of Members entitled to cast or of proxies entitled to cast one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. ***Proxies.*** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Unit.

ARTICLE IV.

Board of Directors; Selection; Term of Office

Section 1. ***Number.*** The affairs of this Association shall be managed by a Board of two (2) Directors until such time that there are seven (7) Unit Owners, at which time a special meeting will be held and a Board of three (3) Directors shall be elected.

Section 2. ***Removal.*** Any director may be removed from the Board, with or without cause, by a majority vote of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 3. ***Compensation.*** No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

Section 4. ***Action Taken Without a Meeting.*** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V.

Nomination and Election of Directors

Section 1. ***Nomination.*** Nomination for election to the Board of Directors shall be made from the floor at the annual meeting. Such nominations may be made from among Members only.

Section 2. ***Election.*** Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI.

Meetings of Directors

Section 1. ***Regular Meetings.*** Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by a resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next business day which is not a legal holiday.

Section 2. ***Special Meetings.*** Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3. ***Quorum.*** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII.

Powers and Duties of the Board of Directors

Section 1. ***Powers.*** The Board of Directors shall have power to:

(a) adopt and publish in a newspaper of general circulation in and for Anoka County, Minnesota, rules and regulations governing the use of the common area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

(c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(d) employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties.

Section 2. ***Duties.*** It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of its Members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;

(b) supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(i) fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;

(ii) send written notice of each assessment to every Owner subject thereto at least twenty (20) days in advance of each annual assessment period; and

(iii) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(d) issue, or to cause an appropriate officer to issue, upon demand by any persons, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate; and

(g) cause the common area to be maintained.

ARTICLE VIII.

Offices and Their Duties

Section 1. ***Enumeration of Officers.*** The officers of this Association shall be a president and vice-president, a secretary and a treasurer, who shall at all times be members of the Board of Directors and such other officers as the Board may from time to time by resolution create.

Section 2. ***Election of Officers.*** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. ***Term.*** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. ***Special Appointments.*** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. ***Resignation and Removal.*** Any officer may be removed from office with or without cause by a two-thirds (2/3) vote of the Board. Any officer may resign at any time, giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. ***Vacancies.*** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. ***Multiple Offices.*** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. ***Duties.*** The duties of the officers are as follows:

(a) **President.** The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments, and shall co-sign all checks and promissory notes.

(b) **Vice-President.** The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act; and shall exercise and discharge such other duties as may be required of him by the Board.

(c) **Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) **Treasurer.** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account: cause an annual audit of the Associations books to be made by a public accountant to the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX.

Committees

The Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X.

Books and Records

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI.

Assessments

As specifically provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by the continuing lien upon the Property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property, and interest, costs, and reasonable attorney's fees of any

such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his or her Unit.

ARTICLE XII.

Corporate Seal

The Association shall have no corporate seal.

ARTICLE XIII.

Amendments

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; in the case of any conflict between the Articles of Incorporation and the Declaration, the Declaration shall control.

ARTICLE XIV.

Miscellaneous

This fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of Cornerstone Office Warehouse, Inc., have set our hands this 1st day of February, 2005.

Roger A. Hokanson

Jerry Hokanson

Bret Hokanson

Brian Hokanson

David Hegedus

CERTIFICATION

The undersigned, does hereby certify:

THAT I am the duly elected and acting secretary of Cornerstone Office Warehouse, Inc., a Minnesota nonprofit corporation; and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the 1st day of February, 2005

IN WITNESS WHEREOF, I have hereunto subscribed my name this 1st day of February, ~~2004~~.

Brian Hokanson
Secretary

RULES AND REGULATIONS
OF
CORNERSTONE OFFICE WAREHOUSE

1. The sidewalks, entries, passages, court corridors, stairways and elevators shall not be obstructed by Unit Owner, its employees or agents, or used by them for any purpose other than ingress and egress to and from the Premises. Any damage done to the Building or the Project by taking in or removing any equipment or from overloading any floor in any way shall be paid by Unit Owner. Defacing or injuring in any way any part of the Building by Unit Owner, its agents, employees, contractors, licensees or invitees shall be paid for by Unit Owner.

2. Unit Owner will refer all contractors' representatives and installation technicians rendering any service on or to the Premises for Unit Owner to Association for Association's approval and supervision before performance of any contractual service. This provision shall apply to all work performed in the Building, including installation of telephones, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Building. Such approval, if given, shall in no way make Association, a party to any contract between Unit Owner and any such contractor or technician, and Association shall have no liability therefor.

3. No furniture shall be placed in front of the Building or in any lobby or corridor or on the loading dock without written consent of Association.

4. Association shall have the right to designate parking areas for the use of the Unit Owners of the Building and their employees, and Unit Owner and its employees shall not park in parking areas not so designated, specifically including driveways, fire lanes, loading/unloading areas, walkways, visitor parking areas and building entrances. Unit Owner agrees that upon written notice from Association, it will furnish to Association, within five (5) days after receipt of such notice, the state automobile license numbers assigned to the automobiles of Unit Owner and its employees. Association shall not be liable for any vehicle of Unit Owner or its employees in the event that the Association may have towed such vehicle from the Common Areas when parked in violation of the provisions hereof. Association will not be liable for damage to vehicles in the parking areas or for theft of vehicles, personal property from vehicles, or equipment of vehicles.

5. Unit Owner shall not do or permit anything to be done in the Premises, or bring or keep anything therein, which will in any way increase the rate of fire insurance on the Building, or on property kept therein, or obstruct or interfere with the rights of other Unit Owners, or in any way injure or annoy them, or conflict with the laws relating to fire, or with any regulations of the fire department, or with any insurance policy upon the Building or any part thereof, or conflict with any rules and ordinances of the local Board of Health or any other governing bodies.

6. No windows or other openings that reflect or admit light into the corridors or passageways, or to any other place in the Building, shall be covered or obstructed by Unit Owner.

7. The water closets and other water fixtures shall not be used for any purpose other than those for which they were constructed, and any damage resulting to them from misuse by Unit Owner, its agents, employees, contractors, licensees or invitees shall be paid for by Unit Owner.

8. No shades, draperies or other window coverings are allowed in the Premises except for building standard items approved by Association. Outside awnings approved by Association may be installed by Unit Owner.

9. No portion of the Building shall be used for the purpose of lodging rooms or for any immoral or unlawful purposes.

10. All glass, locks and trimmings in or about the doors and windows and all electric fixtures belonging to the Building shall be kept whole, and whenever broken by Unit Owner, its agents, employees, contractors, licensees or invitees, shall be replaced or repaired and put in order by Unit Owner under the direction and to the satisfaction of Association, and on removal shall be left whole and in good order.

11. Smoking is prohibited in all common areas

Association _____
Unit Owner _____

From:	DOUG PORTLANCE
To:	Alex Koberoski; Planning; Tom Newland
Cc:	Tom McConnell
Subject:	Case 26-0015 - Opposition to Conditional Use Permit Amendment
Date:	Tuesday, May 12, 2026 2:50:46 PM
Attachments:	Signature-page2.pdf List of Owners-Managers-of-units-at-Cornerstone-Associaton-current.pdf Signature-page1.pdf Reply-unit-303.pdf Reply-unit-104 -Geno.pdf

---

Cornerstone Association
1550 91st Ave NE
Blaine, MN 55449
5/12/2025
City of Blaine – Planning & Community Development
10801 Town Square Drive NE
Blaine, MN 55449
Re: Opposition to Conditional Use Permit Amendment
To whom it may concern,
I apologize for the delay. It came to the attention of the Cornerstone Association that the signatures gathered by Minnesota Performance units (306 and 307) were not as not the Owners / Managers of the Units at 1550 - 91st Ave NE. The signatures were in some cases "employee's".
I have attached the official signatures from the Units as well at 2 emails received regarding this topic. **There is a total of 15 units apposed.**
There are a total of 5 pdf files.
Signature-page1.pdf
Signature-page2.pdf
List of Owners-Managers-of-units-at-Cornerstone-Associaton-current.pdf
Reply-unit-303 -Steven.pdf
Reply-unit-104 -Geno.pdf
Regards,
Doug Portlance - Cornerstone Assiciation Treasurer

Cornerstone Association
1550 91st Ave Ne
Blaine, MN 55449

5/11/2025

City of Blaine – Planning & Community Development
10801 Town Square Drive NE
Blaine, MN 55449

Re: Opposition to Conditional Use Permit Amendment

To Whom It May Concern,

I am writing again on behalf of the Cornerstone Association to formally oppose the Conditional Use Permit amendment request to expand Minnesota Performance into Suite 306. It is our understanding that this expansion has already occurred without approval from either the Association or the City of Blaine, which is a direct violation of the original CUP approval terms.

In addition, we strongly oppose the request for outside storage of six additional passenger vehicles.

The proposed expansion and increased vehicle storage are inconsistent with the Association's governing bylaws and conflict with the zoning regulations applicable to the Light Industrial district in which the property is located. These bylaws and zoning standards were established to preserve operational consistency, appearance standards, business compatibility, and the overall functionality of the district.

As outlined in the CIC Rules and Regulations, Article 7.01 that the units are intended for general office and warehouse purposes only. Furthermore, the original CUP approval was specifically limited to Suite 307. This limitation was an important consideration for neighboring owners who supported the original request, as it provided a buffer between Minnesota Performance and adjacent units.

Since the expansion into adjoining Suite 306, the owner of Suite 305 has experienced significant disruptions, including excessive noise, strong exhaust and gasoline odors, vibrations from revving vehicles, and parking spaces being occupied by additional vehicles associated with the business operations.

Regarding parking at Cornerstone, there are 72 parking spaces located in front of the building, including four handicap-accessible spaces. With 21 units in the association, this average to approximately three parking spaces per unit for normal business use.

In addition, there are 21 parking spaces along the west side of the property designated for trailer or equipment parking. In some cases, unit owners may also park one vehicle behind their unit near the garage door, if applicable. Altogether, this provides roughly five parking spaces per unit.

Because parking is already limited, any unit owner using more than their fair share of spaces directly impacts other businesses operating within the association. To help manage this, the association maintains parking rules and regulations designed to limit overcrowding and ensure fair access for all owners and tenants. Allowing additional vehicles beyond these limits would likely create further congestion and conflict within the parking lot affecting multiple business. The associations adopted parking rules and regulations are attached for reference.

In conclusion, the Association believes the requested CUP amendment is incompatible with both the governing documents of the Cornerstone Association and the intended use standards of the Light Industrial zoning district. The unauthorized expansion into Suite 306, combined with the proposed increase in outside vehicle storage, has already created measurable negative impacts on neighboring unit owners and common area operations. For these reasons, the Cornerstone Association respectfully requests that the City deny the CUP amendment request in its current form.

Thank you for your time and consideration

Sincerely,

Cornerstone Association Board
1550 91st Ave Ne
Blaine, MN 55449

Opposition Signature Page

CUP Amendment Case 26-0015

We, the undersigned residents/owners, oppose CUP Amendment Case 26-0015.

By signing below, each resident/owner acknowledges their opposition to the proposed CUP amendment.

Unit	Printed Name	Signature	Date
101	Paul Madsen	Paul Madsen	5/12/26
102	Paul Madsen	Paul Madsen	5/12/26
103	Paul Madsen	Paul Madsen	5/12/26
104			
105			
106			
107			
108			
109			
110			5/11/26
201	Tom McConnell	T-McConnell	5/11/26
202			5/11/26
203		Andy Newstrom	5/11/26
204			
301			
302			
303			
304			
305			5/11/2026
306			
307			

Date Submitted: _____

101	RAIN MASTER	PAUL/EMILY MADSEN
102	RAIN MASTER	PAUL/EMILY MADSEN
103	LOW VOLT	PAUL/EMILY MADSEN
104	JACOBS TRUCKING	GENO JACOBS
105	SIR PLUS	SHAUN KEENAN
106	HARR FALK	LAURI SNOW
107	TELCO PROS	PAT ARNASON (TOM M)
108	ARCADE	TOM MCCONNELL
109	STAR MFG	TODD KING
110	HOKANSON	ROGER HOKANSON
201	ARCADE	TOM MCCONNELL
202	AROW LIFT	ANDY NEWSTROM
203	AROW LIFT	ANDY NEWSTROM
204	IFG COATING	Ryan Siverhus
301	O'BOYS	SHARI ORSTAD
302	TOP LINE	BOB ROLOFF
303	DENT REPAIR	STEVE DUMALA
304	313 LLC	Yasyir Abuhaleigah
305	ENGRAPHICS	DOUG/KIM PORTLANCE
306	MINNESOTA PERFORMANCE	MOH ALSOWUMIL
307	MINNESOTA PERFORMANCE	MOH ALSOWUMIL

Cornerstone Association
1550 91st Ave Ne
Blaine, MN 55449

5/11/2025

City of Blaine – Planning & Community Development
10801 Town Square Drive NE
Blaine, MN 55449

Re: Opposition to Conditional Use Permit Amendment

To Whom It May Concern,

I am writing again on behalf of the Cornerstone Association to formally oppose the Conditional Use Permit amendment request to expand Minnesota Performance into Suite 306. It is our understanding that this expansion has already occurred without approval from either the Association or the City of Blaine, which is a direct violation of the original CUP approval terms.

In addition, we strongly oppose the request for outside storage of six additional passenger vehicles.

The proposed expansion and increased vehicle storage are inconsistent with the Association's governing bylaws and conflict with the zoning regulations applicable to the Light Industrial district in which the property is located. These bylaws and zoning standards were established to preserve operational consistency, appearance standards, business compatibility, and the overall functionality of the district.

As outlined in the CIC Rules and Regulations, Article 7.01 that the units are intended for general office and warehouse purposes only. Furthermore, the original CUP approval was specifically limited to Suite 307. This limitation was an important consideration for neighboring owners who supported the original request, as it provided a buffer between Minnesota Performance and adjacent units.

Since the expansion into adjoining Suite 306, the owner of Suite 305 has experienced significant disruptions, including excessive noise, strong exhaust and gasoline odors, vibrations from revving vehicles, and parking spaces being occupied by additional vehicles associated with the business operations.

Regarding parking at Cornerstone, there are 72 parking spaces located in front of the building, including four handicap-accessible spaces. With 21 units in the association, this average to approximately three parking spaces per unit for normal business use.

In addition, there are 21 parking spaces along the west side of the property designated for trailer or equipment parking. In some cases, unit owners may also park one vehicle behind their unit near the garage door, if applicable. Altogether, this provides roughly five parking spaces per unit.

Because parking is already limited, any unit owner using more than their fair share of spaces directly impacts other businesses operating within the association. To help manage this, the association maintains parking rules and regulations designed to limit overcrowding and ensure fair access for all owners and tenants. Allowing additional vehicles beyond these limits would likely create further congestion and conflict within the parking lot affecting multiple business. The associations adopted parking rules and regulations are attached for reference.

In conclusion, the Association believes the requested CUP amendment is incompatible with both the governing documents of the Cornerstone Association and the intended use standards of the Light Industrial zoning district. The unauthorized expansion into Suite 306, combined with the proposed increase in outside vehicle storage, has already created measurable negative impacts on neighboring unit owners and common area operations. For these reasons, the Cornerstone Association respectfully requests that the City deny the CUP amendment request in its current form.

Thank you for your time and consideration

Sincerely,

Cornerstone Association Board
1550 91st Ave Ne
Blaine, MN 55449

Opposition Signature Page

CUP Amendment Case 26-0015

We, the undersigned residents/owners, oppose CUP Amendment Case 26-0015.

By signing below, each resident/owner acknowledges their opposition to the proposed CUP amendment.

Unit	Printed Name	Signature	Date
101			
102			
103			
104			
105			
106			
107		Pat Arason	5-12-26
108	Karen McConnell	Karen McConnell	5-12-26
109		Ryan Sivertsen	5-12-26
110			5/11/26
201	Tom McConnell	T-McConnell	5/11/26
202			5/11/26
203		Andy Newstrom	5/11/26
204	Shana Keenan		5/12/26
301	Shari Orstad		5/12/26
302			
303			
304			
305			5/11/2026
306			
307			

Date Submitted: _____

---------- Original Message ----------
From: Steven Dumala <stevendumala@gmail.com>
To: DOUG PORTLANCE <dportlance@comcast.net>
Date: 05/11/2026 10:17 PM CDT
Subject: Re: Additional parking for Minnesota Performance unit 306

Hello Doug,

I would not agree with an additional 6 parking spaces.
I believe the parking spaces are limited to what is already available within the associations limits.

Steven Dumala

> On May 11, 2026, at 7:49 PM, DOUG PORTLANCE <dportlance@comcast.net> wrote:
>
> Hi Steve,
>
> Could you tell me if you approve of a conditional use permit for additional outside parking (6 spots) for customer vehicles?
> I need your reply by tomorrow afternoon.
>
> see the attached file below for reference.
>
> Warmest regards,
> Doug Portlance - Cornerstone Association Treasurer
> Unit 305
> Cell Phone - 763-360-5709

Notice of Public Hearing

10801 Town Square Drive NE, Blaine MN 55449
Planning Department
Phone: 763-785-6180 | BlaineMN.gov

Blaine

Case: 26-0015

Applicant: Minnesota Performance

Location: 1550 91st Avenue NE, #306 (see map)
Legal description on file at city hall.

Petition: The applicant is requesting a conditional use permit amendment to expand an existing auto repair business into an adjacent tenant space with outside storage of 6 passenger vehicles in a Light Industrial (I-1) zoning district.

The City of Blaine is required under Minnesota State law to notify all property owners the date and time of the public hearing that are located within 350 feet of the proposed project.

Hearing Date and Time: Said hearing will take place at Blaine City Hall Council Chambers, located at 10801 Town Square Drive, 2nd Floor, Blaine, Minnesota, 55449 on Tuesday, May 12, 2026, at 7PM.

Review Process: A public hearing is being held before the Planning Commission to accept public comments on the proposed application. The Planning Commission is an advisory body to the City Council and will make a recommendation on the application. The City Council will have final consideration of the application at a subsequent meeting.

How to Participate:

1. Review the submitted plans at BlaineMN.gov/PCItems. Staff report will be available at BlaineMN.gov/Agendas three days prior to the meeting.
2. Contact the Planning Department with any questions at 763-785-6180 or Planning@BlaineMN.gov.
3. Attend the public hearing and provide your comments.
4. Submit written comments via email to Planning@BlaineMN.gov or mail to Planning Department, 10801 Town Square Drive NE, Blaine, MN 55449. Written comments must be received **no later than 12 noon on Monday, May 11**, to be shared with the Planning Commission. Unsigned or anonymous comments will not be accepted.

Viewing Options:

1. Watch the meeting live on the City of Blaine cable channel available on Comcast channel 299.
2. Livestream the meeting at BlaineMN.gov/Video.
3. Recordings of the meetings can be viewed on demand at BlaineMN.gov/Video or

---------- Original Message ----------
From: Geno Jacobs <geno@jacobstrucking.com>
To: DOUG PORTLANCE <dportlance@comcast.net>
Date: 05/11/2026 9:15 PM CDT
Subject: Re: Additional parking for Minnesota Performance unit 306

No we did not! They called my brother last
week, to see if they could park six cars in our unit. We got our own shit to deal with.
Once we get clean out,
I be willing to rent.
Sent from my iPhone

> On May 11, 2026, at 7:47 PM, DOUG PORTLANCE <dportlance@comcast.net> wrote:
>
> Hi Geno,
>
> Could you tell me if you approve of a conditional use permit for additional outside parking (6 spots) for customer vehicles?
> I need your reply by tomorrow afternoon.
>
> see the attached file below for reference.
>
> Warmest regards,
> Doug Portlance - Cornerstone Association Treasurer
> Unit 305
> Cell Phone - 763-360-5709
>
> <image.png>

Notice of Public Hearing

10801 Town Square Drive NE, Blaine MN 55449
Planning Department
Phone: 763-785-6180 | BlaineMN.gov

Blaine

Case: 26-0015

Applicant: Minnesota Performance

Location: 1550 91st Avenue NE, #306 (see map)
Legal description on file at city hall.

Petition: The applicant is requesting a conditional use permit amendment to expand an existing auto repair business into an adjacent tenant space with outside storage of 6 passenger vehicles in a Light Industrial (I-1) zoning district.

The City of Blaine is required under Minnesota State law to notify all property owners the date and time of the public hearing that are located within 350 feet of the proposed project.

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2. Contact the Planning Department with any questions at 763-785-6180 or Planning@BlaineMN.gov.
3. Attend the public hearing and provide your comments.
4. Submit written comments via email to Planning@BlaineMN.gov or mail to Planning Department, 10801 Town Square Drive NE, Blaine, MN 55449. Written comments must be received **no later than 12 noon on Monday, May 11**, to be shared with the Planning Commission. Unsigned or anonymous comments will not be accepted.

Viewing Options:

1. Watch the meeting live on the City of Blaine cable channel available on Comcast channel 299.
2. Livestream the meeting at BlaineMN.gov/Video.
3. Recordings of the meetings can be viewed on demand at BlaineMN.gov/Video or

From:	DOUG PORTLANCE
To:	Planning
Cc:	Tom McConnell
Subject:	Case 26-0015 - Summary of Cornerstone Association Office Warehouse Inc. Declaration.
Date:	Thursday, May 28, 2026 7:33:59 PM
Attachments:	image.png Summary-Cornerstone-Association Declaration - case 26-0015.docx

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To Whom is may concern,
Attached is a a summary of items **against** conditional use permit approval for Case 26-0015 per the Cornerstone Association Office Warehouse Inc. Declaration.
Thank you for your review.
Regards,



Douglas Portlance - Cornerstone Association Treasurer

This is a summary of items against conditional use permit approval for Case 26-0015

COMMON INTEREST COMMUNITY NO. 200

A CONDOMINIUM

CORNERSTONE OFFICE WAREHOUSE, INC.

DECLARATION

Page 4

7.00 USE OF UNITS

7.01 Units. Each of the units shall be used only for general office/warehouse purposes (Permitted Uses). The Association may by rules and regulations specify uses which qualify and which do not qualify as and for general office/warehouse purposes hereunder; however, that any change in permitted uses may be made only by amendment as provided for in this Declaration. In no event shall any unit be used for residential purposes. Timeshares are not permitted.

Page 9

13.00 ARCHITECTURAL RESTRICTIONS

13.01 Association Control. The Association shall have the exclusive control of the common elements (including limited common elements) and no change shall be made to the common elements or to the exterior of any unit, including changes in appearance or color, except by the Association or with the written authorization of the Association.

13.02 Windows. No films or coating shall be applied to the interior or exterior of exterior windows which darken, make reflective or otherwise change the color or appearance of such windows as viewed from outside the unit, without the prior written consent of the Association. All window treatments in a unit which are visible from outside the unit shall be of a light neutral color. The Association may from time to time prescribe one or more specific materials and colors. All window treatments shall be constructed for use as draperies, curtains or blinds, and no sheets or untailored materials shall be used as window coverings at any time.

13.05 Wiring or Penetrations. No exterior wiring shall be installed nor shall there be penetrations of the walls, window frames or roofs of the exterior of the building except as authorized by the Association.

13.06 Mechanical and Electrical Equipment. No additional air conditioning or air cooling unit shall be installed or placed in any part of a unit other than that which was originally installed, without the prior written consent of the Association. All ceiling fans and all other electrical fixtures installed in a unit must comply with all applicable building codes and underwriting standards and other reasonable standards adopted by the Association. No oil-fired or other combustion type heaters shall be allowed in units.

13.07 Structures on the Common Elements. No building, fencing or other structures which were not part of the original construction, nor any trees, bushes or substantial change in landscaping shall be erected or maintained on the common elements (including limited common elements) except with the written authorization of the Association.

14.00 RENTAL RESTRICTIONS

14.01 Any lease between an owner and a tenant shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation and the Bylaws, and that any failure by the tenant to comply with the terms of such documents shall be a default under the lease enforceable by the Association as well as the landlord. A lease of a unit must be for an entire unit, not a portion thereof. All leases of units shall be in writing and a copy shall be filed with the Association prior to commencement of the term. No lease of a unit may be for a period of less than thirty (30) days. All leases shall be deemed to include, for the term of the lease, all of the owner's rights to use the common rooms and open spaces of the CIC, and no owner shall be permitted the use thereof unless in occupancy of a unit. Other than the foregoing, there shall be no restrictions on the right of any owner to lease a unit.

Page 11

15.00 GENERAL RESTRICTIONS

15.01 Prohibition of Damage and Certain Activities. Nothing shall be done or kept on any unit or any part thereof which would increase the rate of insurance on the Real Estate or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept on any unit or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the exterior of the Real Estate and building shall be committed by any owner or any invitee of any owner, and each owner shall indemnify and hold the Association and the other owners harmless against all loss resulting from any such damage or waste caused to the Association or other owners by such owner or the owner's invitees. No noxious, destructive or offensive activity shall be allowed on any units or any part thereof, nor shall anything be done thereon which may be or may become a nuisance to any other owner or to any other person at any time lawfully occupying the Real Estate. No heating devices, refrigeration equipment, or other machinery which causes vibrations detectable from outside the unit, is fuel-fired, or is otherwise inherently dangerous, noxious, or noisy, shall be installed or operated within any unit.

15.05 Noises. Unit owners and occupants shall not make noises, play instruments or operate radios, televisions, or amplifiers in a way that may disturb other owners, or otherwise create disturbances to the peace and tranquility of the CIC. No nuisance shall be allowed on the CIC nor shall any use or practice be allowed which is a source of annoyance to the other owners or which interferes with the peaceful possession or proper use of the CIC by all unit owners.

Page 12

15.08 Repair to Vehicles. Save for emergency repairs, no repairs or adjustments to motor vehicles may be carried out on the common elements.

15.09 Landscaping. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work or improvements on the common elements, including grass, trees, and flower beds.

15.10 Designated Areas for Vehicles. No motor vehicle shall be driven or parked on any part of the common elements other than on a driveway or parking space.

15.1 1 No Obstructions. The sidewalks, walkways, halls, passages, entrances, corridors, stairways, and driveways shall not be obstructed or used for any other purpose than ingress to and egress from the units and parking areas within the common elements.

15.12 Hazardous Substances. No "Hazardous Substance" as defined by any applicable federal or state environmental law shall be stored or generated on any part of the Real Estate. Notwithstanding the preceding sentence, an owner or tenant of an owner may use or store immaterial amounts of commonly known and used materials which may be deemed Hazard Substances hereunder, provided that any such use or storage (a) does not constitute a remunerative activity of the owner or tenant, (b) is incidental to the owner or such tenant's primary use of the Unit and does not constitute a primary use thereof, and (c) complies at all times with all applicable federal and state environmental laws.

Page 15

19.00 MISCELLANEOUS

19.01 Right to Cure. In the event that any owner violates any covenant or fails to perform any condition contained in this Declaration, the Association may perform the act, remove the defect or correct the violation upon thirty (30) days written notice to the owner. If the Association so acts on behalf of an owner, the Association may levy an assessment against the owner's unit for the cost of the performance or correction.

19.02 Association Acts through Board. The power and authority of the Association as provided in the applicable Statutes, the Declaration, Bylaws, and Rules and Regulations shall be vested in a Board of Directors elected by the owners in accordance with the Bylaws of the Association. The Association shall act through the Board of Directors and the officers elected by the Board; accordingly, all references in this Declaration and the Bylaws to action, consent or discretion by the Association shall mean the Board of Directors acting for the Association, unless action by the

City of Blaine
Planning Commission

May 12, 2026 | 7:00 PM
Blaine City Hall
10801 Town Square Drive NE
Blaine, MN 55449

MINUTES

1. Call to Order

The Blaine planning commission met in the City Hall Chambers on Tuesday, May 12, 2026. Chair Goracke called the meeting to order at 7:00PM.

2. Roll Call

Members Present: Commission Members Freeman, Geiselhart, Howard, Olson, Swanson, and Chair Goracke.

Members Absent: Commission Member Halpern.

Staff Present: Shawn Kaye, Planner
Alex Koberoski, Assistant Planner
Teresa Barnes, Project Engineer

4. Public Hearing

4.1. 2026-209 Case File No. 26-0015 // Minnesota Performance // 1550 91st Avenue NE, #306
The applicant is requesting a conditional use permit amendment to expand an existing auto repair business into an adjacent tenant space with outside storage of 6 passenger vehicles in a Light Industrial (I-1) zoning district.
Sponsors: Alex Koberoski, Assistant Planner

The report to the planning commission was presented by Alex Koberoski, Assistant Planner. The public hearing for Case File 26-0015 was opened at 7:09PM. As no one wished to appear, the public hearing was closed at 7:10PM.

Chair Goracke reported this item was before the planning commission in December. He noted the only change to the plans was to allow for six parking spaces.

Assistant Planner Koberoski reported this was the case.

Chair Goracke questioned why the city council had not moved this item forward.

Assistant Planner Koberoski explained the council had not moved this item forward due to the code compliance issues.

Chair Goracke asked if the applicants understood the requirements from the city.

Moh Alsowumil, co-owner, explained he has addressed the concerns from the city. He discussed one item that was misrepresented by staff, noting his company and all the tenants in the building were parking within the gated area.

Commissioner Freeman asked if this request was only for the six parking spaces.

Chair Goracke reported this was the case. He requested further information from staff regarding the signatures in support of the project.

Assistant Planner Koberoski explained the original petition in support was brought forward by the applicants and included the required 50% tenant signatures.

Commissioner Olson questioned if the city was responsible for verifying these signatures.

Assistant Planner Koberoski commented the city does not have an ability to verify the signatures. She indicated the city would be giving the petitioner the benefit of the doubt, as this is standard practice.

Commissioner Olson was of the opinion the association would be able to verify that the signatures were from the tenants. She inquired who provided the signatures in opposition of the petition.

Assistant Planner Koberoski reported these signatures came from tenants as well.

Chair Goracke was of the opinion city staff could look into the names and signatures on the petition.

Assistant Planner Koberoski stated she could look into this.

Commissioner Olson noted there were 13 tenants that supported the applicants and 15 tenants that opposed.

Chair Goracke supported the petition signatures being verified prior to this item being considered by the city council.

Mr. Alsowumil explained he achieved the 50% requirement for the petition and questioned what would happen if a tenant were to change their mind after providing their signature.

Assistant Planner Koberoski reported these signatures were provided to the city a month

ago and the city would honor the signatures provided.

Motion by Commissioner Olson to recommend approval of Planning Case 26-0015 based on the following conditions:

Case 26-0015:

1. **Resolution 10-107 and Resolution 19-81 are null and void with approval of this CUP.**
2. **No work pertaining to the business can be done outside.**
3. **Work is limited to auto repair services for passenger vehicles only. Work may include body work, painting, detailing and tuning.**
4. **No more than 6 passenger vehicles shall be stored overnight at any one time. Vehicles must be stored within the parking stalls indicated on the parking plan. Stalls shall be exclusively designated for the business.**
5. **No parking is to be allowed in front of any utilities or other areas as designated per the fire code official.**
6. **A building permit (Commercial Tenant Finish) is required.**
7. **Applicant shall work with staff to address any outstanding fire or building code issues on site. These must be addressed by October 1, 2026.**
8. **Work shall be conducted in suites 306 and 307 only. Any expansion of the use, or proposed modification to these conditions requires a CUP amendment.**

Motion seconded by Commissioner Howard. The motion passed 6-0.

Chair Goracke noted this would be on the agenda of the June 1, 2026 city council meeting.

City of Blaine
Staff Report

File Number: RES 26-107

Agenda Date	Status
June 1, 2026	
In Control	**File Type**
City Council	Resolution

Administration - Jerome Krieger, Park and Recreation Director

Agenda Item # 10.1

Resolution Accepting Bids and Awarding a Contract to ODESA II in the Amount of $395,661.17 for the Jim Peterson Park Improvements Project, Improvement Project No. P2606 and Associated Budget Amendments and Intrafund Transfers

Executive Summary

The City Council previously approved a budget for the Parks Capital Improvement Program for the Jim Peterson Park Improvements in 2023, 2024, and 2026. City Council awarded WSB a contract to prepare final design of plans and specifications with File Motion No. 2025-132 on June 2, 2025.

Improvements will include construction of a paved ice rink, parking lot expansion, water and sanitary sewer extensions to a warming house/concession building (future), storm sewer improvements and construction of a stormwater basin.

Background

- Bids were received electronically at 2:00PM, May 14, 2026, for Project No. P2606. A total of 12 bids were received, ranging from $395,661.17 to $735,110.45. The following three (3) lowest bids were received (full bid tabulation attached) and engineer's estimates are as follows:

ODESA II LLC	$ 395,661.17
Dunaway Construction	$ 463,330.55
Bituminous Roadways Inc.	$ 519,799.25
Engineers Estimate	$ 465,690.35

Bids have been checked and tabulated, and it has been determined that ODESA II LLC of Sauk Rapids, Minnesota is the lowest bidder. The Parks department has worked with this contractor on previous

contracts. Staff recommends that the low bid be accepted, and a contract entered into with ODESA II LLC.

City Council is also asked to approve a 10% contingency to bring the total project budget to $435,227.29. The funding sources for this project are the Parks Capital Improvement Program budget funds and there are sufficient funds budgeted to cover these costs.

Strategic Plan Relationship

This project aligns with the City's strategic plan goal of well-maintained infrastructure by providing high-quality park infrastructure.

Board/Commission Review

N/A

Financial Impact

The project has been included in requests through the City's Capital Improvement Plan (CIP) in 2023, 2024, and 2026 within the Parks Development Fund (404), which receives its operating revenues solely through park dedication fees. No property tax dollars are allocated to this fund. This project was previously identified in the CIP as projects PRK230500 - Jim Peterson Field and Hockey Lighting, PRK230600 - Jim Peterson Hockey Rink, and P2606 - Jim Peterson Parking Lot Expansion, with appropriations of $335,000 in 2023, $625,000 in 2024, and $174,950 in 2026, bringing the total project budget to $1,134,950. To date, $327,174 has been encumbered among the projects. Budget and encumbrances are detailed in the table below:

Project	2023	2024	2025	2026	Total	Encumbered to Date (5/19/26)	Budget Remaining
Jim Peterson Field and Hockey Lighting (PRK230500)	$335,000	$475,000	$0	$0	$810,000	$257,874	$552,126
Jim Peterson Hockey Rink (PRK230600)	$0	$150,000	$0	$0	$150,000	$69,300	$80,700
Jim Peterson Parking Lot Expansion (P2606)	$0	$0	$0	$174,950	$174,950	$0	$174,950
Totals	$335,000	$625,000	$0	$174,950	$1,134,950	$327,174	$807,776

To streamline project management, staff recommends consolidating these initiatives into P2606. This involves transferring the remaining balances of $552,126 (from PRK230500) and $80,700 (from KRP230600). The resulting combined budget of $807,776 is sufficient to cover the requirements of this contract.

Public Outreach/Input

N/A

Staff Recommendation

By motion, adopt the resolution.

Attachment List

1. 029064-000 Jim Peterson Bid Tabulation 051426
2. RINK_PARKING W_WSB 90%Layout

City of Blaine

Signature Copy

Resolution: RES 26-107

Resolution Accepting Bids and Awarding a Contract to ODESA II in the Amount of $395,661.17 for the Jim Peterson Park Improvements Project, Improvement Project No. P2606 and Associated Budget Amendments and Intrafund Transfers

WHEREAS, pursuant to advertisement for bids for Improvement Project No. P2606, said bids were received on May 14, 2026, electronically opened and tabulated according to law, and the following three (3) lowest bids were received complying with the advertisement:

ODESA II LLC	$395,661.17
Dunaway Construction	$463,300.55
Dituminous Roadways Inc.	$519,799.25

AND WHEREAS, ODESA II LLC of Sauk Rapids, Minnesota is the lowest responsible bidder.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Blaine as follows:

1. The Mayor and City Manager are hereby authorized and directed to enter into a contract with ODESA II LLC for the designated improvements in the amount of $395,661.17.
2. A 10% contingency is hereby approved to bring the total project budget to $435,227.29 and the Senior Manager of Parks is hereby authorized to sign all change orders up to the authorized project budget amount.
3. The City Clerk is hereby authorized and directed to return forthwith to all bidders the bid bonds submitted with their bids, except the two lowest bidders. When a contract is duly executed, the bid bond of the remaining unsuccessful bidder will be returned. The bid bond of the successful bidder will be retained until the performance and payment bonds have been executed and approved, after which the bid bond will be returned.

BE IT FURTHER RESOLVED, that the City Council of the City of Blaine hereby authorizes the following expenditure decrease(s) to the budget and the cancellation of projects PRK230500 and PRK230600.

Fund / Account	Project Number	Project Description	Amount
Parks Development Fund - Project Contract Cost 404.60.600.602.6031-4590	PRK230500	Jim Peterson Field and Hockey Lighting	$552,126
Parks Development Fund - Project Contract Cost 404.60.600.602.6031-4590	PRK230600	Jim Peterson Hockey Rink	$80,700

BE IT FURTHER RESOLVED, that the City Council of the City of Blaine hereby authorizes the following expenditure increase(s) to the budget.

Fund / Account	Project Number	Project Description	Amount
Parks Development Fund - Project Contract Cost 404.60.600.602.6031-4590	P2606	Jim Peterson Parking Lot Extension	$632,826

PASSED by the City Council of the City of Blaine this 1st day of June, 2026.

BID TABULATION

Jim Peterson Park Improvements (#10164179)
City Project No. 23-45
City of Blaine
WSB Project No. 029064-000
Bids Received: 05/14/2026 02:00 PM CDT

DENOTES CORRECTED FIGURE

					Engineer Estimate		ODESA II		Dunaway Construction		Bituminous Roadways Inc.	
Line #	Item #	Item Description	Units	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
BASE BID												
1	2011.601	CONSTRUCTION STAKING	L S	1	$6,500.00	$6,500.00	$6,900.00	$6,900.00	$9,175.00	$9,175.00	$14,000.00	$14,000.00
2	2021.501	MOBILIZATION	LS	1	$21,803.35	$21,803.35	$8,000.00	$8,000.00	$25,000.00	$25,000.00	$24,000.00	$24,000.00
3	2105.503	REMOVE CURB & GUTTER	L F	240	$5.00	$1,200.00	$1.50	$360.00	$10.00	$2,400.00	$2.65	$636.00
4	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	275	$9.00	$2,475.00	$4.00	$1,100.00	$5.00	$1,375.00	$4.25	$1,168.75
5	2105.601	REMOVE EXISTING OUTLET PIPE	LS	1	$3,000.00	$3,000.00	$1,000.00	$1,000.00	$1,500.00	$1,500.00	$2,500.00	$2,500.00
6	2106.601	SITE GRADING	LS	1	$75,000.00	$75,000.00	$40,000.00	$40,000.00	$49,550.00	$49,550.00	$73,730.00	$73,730.00
7	2106.607	POND LINER	S Y	1430	$20.00	$28,600.00	$12.33	$17,631.90	$13.00	$18,590.00	$13.00	$18,590.00
8	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	8	$150.00	$1,200.00	$0.00	$0.00	$120.00	$960.00	$260.00	$2,080.00
9	2360.504	BITUMINOUS DRIVES (WITH AGGREGATE BASE) 4.5" THICK (P)	SY	1635	$35.00	$57,225.00	$42.95	$70,223.25	$37.33	$61,034.55	$36.00	$58,860.00
10	2360.504	BITUMINOUS RINK (WITH AGGREGATE BASE) 3.0" THICK (P)	S Y	1800	$35.00	$63,000.00	$29.50	$53,100.00	$29.33	$52,794.00	$28.00	$50,400.00
11	2451.507	COARSE FILTER AGGREGATE (CV)	C Y	36	$55.00	$1,980.00	$69.67	$2,508.12	$84.00	$3,024.00	$120.00	$4,320.00
12	2451.607	FILTER MEDIA SPECIAL (P)	C Y	460	$90.00	$41,400.00	$48.67	$22,388.20	$65.00	$29,900.00	$60.00	$27,600.00
13	2501.502	12" RC PIPE APRON	EACH	1	$2,000.00	$2,000.00	$1,237.00	$1,237.00	$1,500.00	$1,500.00	$1,985.00	$1,985.00
14	2501.602	10" YARD DRAIN (NYLOPLAST)	EACH	1	$1,500.00	$1,500.00	$1,250.00	$1,250.00	$1,500.00	$1,500.00	$2,665.00	$2,665.00
15	2501.602	12" YARD DRAIN (NYLOPLAST)	EACH	2	$1,500.00	$3,000.00	$1,500.00	$3,000.00	$2,150.00	$4,300.00	$3,040.00	$6,080.00
16	2502.503	4" PERF PVC PIPE DRAIN	L F	460	$10.00	$4,600.00	$30.00	$13,800.00	$12.00	$5,520.00	$27.50	$12,650.00
17	2502.503	6" PERF PVC PIPE DRAIN	L F	26	$12.00	$312.00	$52.00	$1,352.00	$25.00	$650.00	$78.50	$2,041.00
18	2502.503	6" PVC PIPE DRAIN	L F	250	$12.00	$3,000.00	$40.00	$10,000.00	$13.00	$3,250.00	$36.50	$9,125.00
19	2502.602	6" PVC PIPE DRAIN CLEANOUT	EACH	6	$750.00	$4,500.00	$250.00	$1,500.00	$250.00	$1,500.00	$730.00	$4,380.00
20	2503.503	12" RC PIPE SEWER DES 3006 CL V	L F	18	$80.00	$1,440.00	$89.45	$1,610.10	$100.00	$1,800.00	$126.00	$2,268.00
21	2504.503	1.5" PVC PIPE SEWER FORCEMAIN	L F	325	$20.00	$6,500.00	$50.00	$16,250.00	$56.00	$18,200.00	$42.00	$13,650.00
22	2504.503	6" PVC PIPE WATER SERVICE	L F	290	$60.00	$17,400.00	$100.00	$29,000.00	$74.00	$21,460.00	$92.00	$26,680.00
23	2504.502	6" PVC GATE VALVE	EACH	1	$2,000.00	$2,000.00	$2,486.00	$2,486.00	$7,500.00	$7,500.00	$3,660.00	$3,660.00
24	2504.502	6" HYDRANT	EACH	1	$10,000.00	$10,000.00	$25,335.00	$25,335.00	$13,000.00	$13,000.00	$27,000.00	$27,000.00
25	2504.502	6" PVC TEE	EACH	1	$1,000.00	$1,000.00	$800.00	$800.00	$4,500.00	$4,500.00	$1,575.00	$1,575.00
26	2504.601	IRRIGATION REPAIRS	LS	1	$10,000.00	$10,000.00	$2,178.00	$2,178.00	$13,980.00	$13,980.00	$37,650.00	$37,650.00
27	2506.602	CONST DRAINAGE STRUCTURE DESIGN SPECIAL 1	EACH	1	$10,000.00	$10,000.00	$8,073.00	$8,073.00	$9,000.00	$9,000.00	$11,515.00	$11,515.00
28	2506.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	1	$2,000.00	$2,000.00	$550.00	$550.00	$1,000.00	$1,000.00	$1,690.00	$1,690.00
29	2506.602	RAIN GUARDIAN - TURRET TYPE	EACH	2	$5,000.00	$10,000.00	$2,100.00	$4,200.00	$9,000.00	$18,000.00	$4,100.00	$8,200.00
30	2511.507	RANDOM RIPRAP CLASS III	C Y	3	$170.00	$510.00	$200.00	$600.00	$200.00	$600.00	$315.00	$945.00
31	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	525	$35.00	$18,375.00	$27.50	$14,437.50	$28.00	$14,700.00	$32.00	$16,800.00
32	2531.503	CONCRETE CURB & GUTTER DESIGN S512	L F	530	$35.00	$18,550.00	$28.00	$14,840.00	$28.00	$14,840.00	$32.00	$16,960.00
33	2573.501	STABILIZED CONSTRUCTION EXIT	LS	1	$2,500.00	$2,500.00	$800.00	$800.00	$1,500.00	$1,500.00	$3,200.00	$3,200.00
34	2573.502	STORM DRAIN INLET PROTECTION	EACH	7	$200.00	$1,400.00	$85.00	$595.00	$175.00	$1,225.00	$220.00	$1,540.00
35	2573.503	SILT FENCE, TYPE MS	L F	230	$3.00	$690.00	$5.00	$1,150.00	$3.00	$690.00	$3.45	$793.50
36	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	1360	$3.00	$4,080.00	$3.00	$4,080.00	$4.00	$5,440.00	$3.20	$4,352.00
37	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	S Y	1700	$2.50	$4,250.00	$2.48	$4,216.00	$1.65	$2,805.00	$2.15	$3,655.00
38	2575.505	SEEDING - TYPE I TURF SEED MIX	ACRE	0.3	$15,000.00	$4,500.00	$10,267.00	$3,080.10	$38,370.00	$11,511.00	$12,550.00	$3,765.00
39	2575.505	SEEDING - TYPE II TURF SEED MIX	ACRE	0.4	$12,000.00	$4,800.00	$7,225.00	$2,890.00	$33,230.00	$13,292.00	$13,900.00	$5,560.00
40	2576.505	SEEDING - TYPE III TURF SEED MIX	ACRE	0.2	$12,000.00	$2,400.00	$7,200.00	$1,440.00	$29,650.00	$5,930.00	$13,900.00	$2,780.00

BID TABULATION

Jim Peterson Park Improvements (#10164179)
City Project No. 23-45
City of Blaine
WSB Project No. 029064-000
Bids Received: 05/14/2026 02:00 PM CDT

DENOTES CORRECTED FIGURE

						Engineer Estimate		ODESA II		Dunaway Construction		Bituminous Roadways Inc.	
Line #	Item #	Item Description	Units	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
41	2575.571	RAPID STABILIZATION METHOD 3	MGAL	10	$100.00	$1,000.00	$0.00	$0.00	$764.50	$7,645.00	$830.00	$8,300.00
42	2582.601	PAVEMENT MARKINGS	LS	1	$10,000.00	$10,000.00	$1,700.00	$1,700.00	$1,190.00	$1,190.00	$450.00	$450.00
		TOTAL BASE BID				**$465,690.35**		**$395,661.17**		**$463,330.55**		**$519,799.25**

BID TABULATION

Jim Peterson Park Improvements (#10164179)
City Project No. 23-45
City of Blaine
WSB Project No. 029064-000
Bids Received: 05/14/2026 02:00 PM CDT

DENOTES CORRECTED FIGURE

					Engineer Estimate		Urban Companies		Blackstone Contractors LLC		Swan Companies	
Line #	Item #	Item Description	Units	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
BASE BID												
1	2011.601	CONSTRUCTION STAKING	L S	1	$6,500.00	$6,500.00	$10,000.00	$10,000.00	$3,675.00	$3,675.00	$8,238.00	$8,238.00
2	2021.501	MOBILIZATION	LS	1	$21,803.35	$21,803.35	$40,348.00	$40,348.00	$27,100.00	$27,100.00	$52,879.50	$52,879.50
3	2105.503	REMOVE CURB & GUTTER	L F	240	$5.00	$1,200.00	$12.00	$2,880.00	$10.65	$2,556.00	$4.17	$1,000.80
4	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	275	$9.00	$2,475.00	$12.00	$3,300.00	$10.33	$2,840.75	$10.53	$2,895.75
5	2105.601	REMOVE EXISTING OUTLET PIPE	LS	1	$3,000.00	$3,000.00	$1,000.00	$1,000.00	$710.00	$710.00	$1,750.00	$1,750.00
6	2106.601	SITE GRADING	LS	1	$75,000.00	$75,000.00	$110,000.00	$110,000.00	$152,234.00	$152,234.00	$92,010.70	$92,010.70
7	2106.607	POND LINER	S Y	1430	$20.00	$28,600.00	$21.00	$30,030.00	$12.42	$17,760.60	$20.65	$29,529.50
8	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	8	$150.00	$1,200.00	$200.00	$1,600.00	$142.00	$1,136.00	$280.00	$2,240.00
9	2360.504	BITUMINOUS DRIVES (WITH AGGREGATE BASE) 4.5" THICK (P)	SY	1635	$35.00	$57,225.00	$37.69	$61,623.15	$37.70	$61,639.50	$42.04	$68,735.40
10	2360.504	BITUMINOUS RINK (WITH AGGREGATE BASE) 3.0" THICK (P)	S Y	1800	$35.00	$63,000.00	$28.60	$51,480.00	$27.59	$49,662.00	$32.97	$59,346.00
11	2451.507	COARSE FILTER AGGREGATE (CV)	C Y	36	$55.00	$1,980.00	$80.00	$2,880.00	$100.72	$3,625.92	$101.39	$3,650.04
12	2451.607	FILTER MEDIA SPECIAL (P)	C Y	460	$90.00	$41,400.00	$55.00	$25,300.00	$59.67	$27,448.20	$74.36	$34,205.60
13	2501.502	12" RC PIPE APRON	EACH	1	$2,000.00	$2,000.00	$1,500.00	$1,500.00	$1,184.00	$1,184.00	$1,472.20	$1,472.20
14	2501.602	10" YARD DRAIN (NYLOPLAST)	EACH	1	$1,500.00	$1,500.00	$2,000.00	$2,000.00	$1,214.00	$1,214.00	$1,200.50	$1,200.50
15	2501.602	12" YARD DRAIN (NYLOPLAST)	EACH	2	$1,500.00	$3,000.00	$2,500.00	$5,000.00	$2,118.00	$4,236.00	$3,037.00	$6,074.00
16	2502.503	4" PERF PVC PIPE DRAIN	L F	460	$10.00	$4,600.00	$22.00	$10,120.00	$19.57	$9,002.20	$13.34	$6,136.40
17	2502.503	6" PERF PVC PIPE DRAIN	L F	26	$12.00	$312.00	$25.00	$650.00	$31.77	$826.02	$94.60	$2,459.60
18	2502.503	6" PVC PIPE DRAIN	L F	250	$12.00	$3,000.00	$15.00	$3,750.00	$30.44	$7,610.00	$16.77	$4,192.50
19	2502.602	6" PVC PIPE DRAIN CLEANOUT	EACH	6	$750.00	$4,500.00	$750.00	$4,500.00	$347.67	$2,086.02	$596.81	$3,580.86
20	2503.503	12" RC PIPE SEWER DES 3006 CL V	L F	18	$80.00	$1,440.00	$200.00	$3,600.00	$115.00	$2,070.00	$125.34	$2,256.12
21	2504.503	1.5" PVC PIPE SEWER FORCEMAIN	L F	325	$20.00	$6,500.00	$20.00	$6,500.00	$85.73	$27,862.25	$57.38	$18,648.50
22	2504.503	6" PVC PIPE WATER SERVICE	L F	290	$60.00	$17,400.00	$50.00	$14,500.00	$122.80	$35,612.00	$98.88	$28,675.20
23	2504.502	6" PVC GATE VALVE	EACH	1	$2,000.00	$2,000.00	$10,000.00	$10,000.00	$3,310.00	$3,310.00	$3,218.90	$3,218.90
24	2504.502	6" HYDRANT	EACH	1	$10,000.00	$10,000.00	$17,500.00	$17,500.00	$10,736.00	$10,736.00	$11,351.40	$11,351.40
25	2504.502	6" PVC TEE	EACH	1	$1,000.00	$1,000.00	$6,000.00	$6,000.00	$3,926.00	$3,926.00	$1,390.70	$1,390.70
26	2504.601	IRRIGATION REPAIRS	LS	1	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$34,308.75	$34,308.75	$35,942.50	$35,942.50
27	2506.602	CONST DRAINAGE STRUCTURE DESIGN SPECIAL 1	EACH	1	$10,000.00	$10,000.00	$12,000.00	$12,000.00	$5,920.00	$5,920.00	$8,202.80	$8,202.80
28	2506.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	1	$2,000.00	$2,000.00	$3,000.00	$3,000.00	$1,420.00	$1,420.00	$750.00	$750.00
29	2506.602	RAIN GUARDIAN - TURRET TYPE	EACH	2	$5,000.00	$10,000.00	$4,500.00	$9,000.00	$3,051.00	$6,102.00	$3,567.50	$7,135.00
30	2511.507	RANDOM RIPRAP CLASS III	C Y	3	$170.00	$510.00	$200.00	$600.00	$214.00	$642.00	$606.67	$1,820.01
31	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	525	$35.00	$18,375.00	$39.09	$20,522.25	$35.45	$18,611.25	$35.80	$18,795.00
32	2531.503	CONCRETE CURB & GUTTER DESIGN S512	L F	530	$35.00	$18,550.00	$41.73	$22,116.90	$37.76	$20,012.80	$35.80	$18,974.00
33	2573.501	STABILIZED CONSTRUCTION EXIT	LS	1	$2,500.00	$2,500.00	$2,000.00	$2,000.00	$1,210.00	$1,210.00	$3,500.00	$3,500.00
34	2573.502	STORM DRAIN INLET PROTECTION	EACH	7	$200.00	$1,400.00	$300.00	$2,100.00	$256.29	$1,794.03	$350.00	$2,450.00
35	2573.503	SILT FENCE, TYPE MS	L F	230	$3.00	$690.00	$5.00	$1,150.00	$5.26	$1,209.80	$2.48	$570.40
36	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	1360	$3.00	$4,080.00	$6.00	$8,160.00	$2.49	$3,386.40	$4.68	$6,364.80
37	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	S Y	1700	$2.50	$4,250.00	$3.00	$5,100.00	$2.42	$4,114.00	$1.87	$3,179.00
38	2575.505	SEEDING - TYPE I TURF SEED MIX	ACRE	0.3	$15,000.00	$4,500.00	$20,000.00	$6,000.00	$6,400.00	$1,920.00	$10,648.00	$3,194.40
39	2575.505	SEEDING - TYPE II TURF SEED MIX	ACRE	0.4	$12,000.00	$4,800.00	$20,000.00	$8,000.00	$5,050.00	$2,020.00	$10,395.00	$4,158.00
40	2576.505	SEEDING - TYPE III TURF SEED MIX	ACRE	0.2	$12,000.00	$2,400.00	$20,000.00	$4,000.00	$8,600.00	$1,720.00	$4,950.00	$990.00

BID TABULATION

Jim Peterson Park Improvements (#10164179)
City Project No. 23-45
City of Blaine
WSB Project No. 029064-000
Bids Received: 05/14/2026 02:00 PM CDT

DENOTES CORRECTED FIGURE

						Engineer Estimate		Urban Companies		Blackstone Contractors LLC		Swan Companies	
Line #	Item #	Item Description	Units	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
41	2575.571	RAPID STABILIZATION METHOD 3	MGAL	10	$100.00	$1,000.00	$1,000.00	$10,000.00	$242.00	$2,420.00	$660.00	$6,600.00
42	2582.601	PAVEMENT MARKINGS	LS	1	$10,000.00	$10,000.00	$2,500.00	$2,500.00	$1,216.50	$1,216.50	$1,309.00	$1,309.00
		TOTAL BASE BID				**$465,690.35**		**$547,310.30**		**$568,089.99**		**$571,073.08**

BID TABULATION

Jim Peterson Park Improvements (#10164179)
City Project No. 23-45
City of Blaine
WSB Project No. 029064-000
Bids Received: 05/14/2026 02:00 PM CDT

DENOTES CORRECTED FIGURE

					Engineer Estimate		McLafferty Contracting Group, LLC		Sunram Construction, Inc.		Peterson Companies	
Line #	Item #	Item Description	Units	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
BASE BID												
1	2011.601	CONSTRUCTION STAKING	L S	1	$6,500.00	$6,500.00	$5,000.00	$5,000.00	$8,000.00	$8,000.00	$18,260.00	$18,260.00
2	2021.501	MOBILIZATION	LS	1	$21,803.35	$21,803.35	$63,560.00	$63,560.00	$28,785.50	$28,785.50	$61,550.00	$61,550.00
3	2105.503	REMOVE CURB & GUTTER	L F	240	$5.00	$1,200.00	$12.00	$2,880.00	$12.00	$2,880.00	$3.05	$732.00
4	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	275	$9.00	$2,475.00	$9.00	$2,475.00	$3.25	$893.75	$7.45	$2,048.75
5	2105.601	REMOVE EXISTING OUTLET PIPE	LS	1	$3,000.00	$3,000.00	$1,500.00	$1,500.00	$2,000.00	$2,000.00	$1,296.00	$1,296.00
6	2106.601	SITE GRADING	LS	1	$75,000.00	$75,000.00	$43,870.00	$43,870.00	$116,300.00	$116,300.00	$106,680.00	$106,680.00
7	2106.607	POND LINER	S Y	1430	$20.00	$28,600.00	$33.00	$47,190.00	$21.00	$30,030.00	$23.30	$33,319.00
8	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	8	$150.00	$1,200.00	$83.00	$664.00	$135.00	$1,080.00	$982.50	$7,860.00
9	2360.504	BITUMINOUS DRIVES (WITH AGGREGATE BASE) 4.5" THICK (P)	SY	1635	$35.00	$57,225.00	$50.75	$82,976.25	$45.00	$73,575.00	$47.60	$77,826.00
10	2360.504	BITUMINOUS RINK (WITH AGGREGATE BASE) 3.0" THICK (P)	S Y	1800	$35.00	$63,000.00	$45.00	$81,000.00	$37.25	$67,050.00	$34.50	$62,100.00
11	2451.507	COARSE FILTER AGGREGATE (CV)	C Y	36	$55.00	$1,980.00	$68.00	$2,448.00	$185.00	$6,660.00	$136.00	$4,896.00
12	2451.607	FILTER MEDIA SPECIAL (P)	C Y	460	$90.00	$41,400.00	$84.00	$38,640.00	$109.00	$50,140.00	$62.80	$28,888.00
13	2501.502	12" RC PIPE APRON	EACH	1	$2,000.00	$2,000.00	$1,120.00	$1,120.00	$3,100.00	$3,100.00	$1,814.00	$1,814.00
14	2501.602	10" YARD DRAIN (NYLOPLAST)	EACH	1	$1,500.00	$1,500.00	$1,120.00	$1,120.00	$2,235.00	$2,235.00	$1,187.00	$1,187.00
15	2501.602	12" YARD DRAIN (NYLOPLAST)	EACH	2	$1,500.00	$3,000.00	$1,530.00	$3,060.00	$2,800.00	$5,600.00	$1,543.00	$3,086.00
16	2502.503	4" PERF PVC PIPE DRAIN	L F	460	$10.00	$4,600.00	$10.00	$4,600.00	$38.00	$17,480.00	$15.80	$7,268.00
17	2502.503	6" PERF PVC PIPE DRAIN	L F	26	$12.00	$312.00	$48.00	$1,248.00	$75.00	$1,950.00	$64.80	$1,684.80
18	2502.503	6" PVC PIPE DRAIN	L F	250	$12.00	$3,000.00	$24.00	$6,000.00	$25.50	$6,375.00	$12.10	$3,025.00
19	2502.602	6" PVC PIPE DRAIN CLEANOUT	EACH	6	$750.00	$4,500.00	$670.00	$4,020.00	$750.00	$4,500.00	$868.50	$5,211.00
20	2503.503	12" RC PIPE SEWER DES 3006 CL V	L F	18	$80.00	$1,440.00	$151.00	$2,718.00	$120.00	$2,160.00	$110.00	$1,980.00
21	2504.503	1.5" PVC PIPE SEWER FORCEMAIN	L F	325	$20.00	$6,500.00	$61.34	$19,935.50	$41.00	$13,325.00	$33.50	$10,887.50
22	2504.503	6" PVC PIPE WATER SERVICE	L F	290	$60.00	$17,400.00	$78.00	$22,620.00	$63.25	$18,342.50	$74.60	$21,634.00
23	2504.502	6" PVC GATE VALVE	EACH	1	$2,000.00	$2,000.00	$8,760.00	$8,760.00	$4,850.00	$4,850.00	$3,943.00	$3,943.00
24	2504.502	6" HYDRANT	EACH	1	$10,000.00	$10,000.00	$15,890.00	$15,890.00	$12,000.00	$12,000.00	$15,040.00	$15,040.00
25	2504.502	6" PVC TEE	EACH	1	$1,000.00	$1,000.00	$1,520.00	$1,520.00	$3,200.00	$3,200.00	$1,252.00	$1,252.00
26	2504.601	IRRIGATION REPAIRS	LS	1	$10,000.00	$10,000.00	$34,560.00	$34,560.00	$34,300.00	$34,300.00	$10,420.00	$10,420.00
27	2506.602	CONST DRAINAGE STRUCTURE DESIGN SPECIAL 1	EACH	1	$10,000.00	$10,000.00	$13,540.00	$13,540.00	$8,650.00	$8,650.00	$13,460.00	$13,460.00
28	2506.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	1	$2,000.00	$2,000.00	$3,500.00	$3,500.00	$1,750.00	$1,750.00	$2,649.00	$2,649.00
29	2506.602	RAIN GUARDIAN - TURRET TYPE	EACH	2	$5,000.00	$10,000.00	$5,890.00	$11,780.00	$4,200.00	$8,400.00	$3,868.00	$7,736.00
30	2511.507	RANDOM RIPRAP CLASS III	C Y	3	$170.00	$510.00	$133.00	$399.00	$315.00	$945.00	$163.50	$490.50
31	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	525	$35.00	$18,375.00	$34.00	$17,850.00	$36.75	$19,293.75	$41.30	$21,682.50
32	2531.503	CONCRETE CURB & GUTTER DESIGN S512	L F	530	$35.00	$18,550.00	$43.00	$22,790.00	$38.75	$20,537.50	$44.00	$23,320.00
33	2573.501	STABILIZED CONSTRUCTION EXIT	LS	1	$2,500.00	$2,500.00	$1,530.00	$1,530.00	$850.00	$850.00	$3,404.00	$3,404.00
34	2573.502	STORM DRAIN INLET PROTECTION	EACH	7	$200.00	$1,400.00	$200.00	$1,400.00	$150.00	$1,050.00	$170.00	$1,190.00
35	2573.503	SILT FENCE, TYPE MS	L F	230	$3.00	$690.00	$3.15	$724.50	$2.50	$575.00	$5.65	$1,299.50
36	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	1360	$3.00	$4,080.00	$3.00	$4,080.00	$4.50	$6,120.00	$3.95	$5,372.00
37	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	S Y	1700	$2.50	$4,250.00	$3.08	$5,236.00	$1.75	$2,975.00	$1.65	$2,805.00
38	2575.505	SEEDING - TYPE I TURF SEED MIX	ACRE	0.3	$15,000.00	$4,500.00	$3,800.00	$1,140.00	$10,250.00	$3,075.00	$38,710.00	$11,613.00
39	2575.505	SEEDING - TYPE II TURF SEED MIX	ACRE	0.4	$12,000.00	$4,800.00	$4,500.00	$1,800.00	$10,000.00	$4,000.00	$33,520.00	$13,408.00
40	2576.505	SEEDING - TYPE III TURF SEED MIX	ACRE	0.2	$12,000.00	$2,400.00	$5,400.00	$1,080.00	$4,725.00	$945.00	$29,900.00	$5,980.00

BID TABULATION

Jim Peterson Park Improvements (#10164179)
City Project No. 23-45
City of Blaine
WSB Project No. 029064-000
Bids Received: 05/14/2026 02:00 PM CDT

DENOTES CORRECTED FIGURE

						Engineer Estimate		McLafferty Contracting Group, LLC		Sunram Construction, Inc.		Peterson Companies	
Line #	Item #	Item Description	Units	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
41	2575.571	RAPID STABILIZATION METHOD 3	MGAL	10	$100.00	$1,000.00	$135.00	$1,350.00	$630.00	$6,300.00	$771.00	$7,710.00
42	2582.601	PAVEMENT MARKINGS	LS	1	$10,000.00	$10,000.00	$1,930.00	$1,930.00	$2,200.00	$2,200.00	$1,350.00	$1,350.00
		TOTAL BASE BID				**$465,690.35**		**$589,504.25**		**$604,478.00**		**$617,357.55**

BID TABULATION

Jim Peterson Park Improvements (#10164179)
City Project No. 23-45
City of Blaine
WSB Project No. 029064-000
Bids Received: 05/14/2026 02:00 PM CDT

DENOTES CORRECTED FIGURE

					Engineer Estimate		D&D Contracting LLC		Precision Utilities		Midwest Landscapes & Excavation	
Line #	Item #	Item Description	Units	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
BASE BID												
1	2011.601	CONSTRUCTION STAKING	L S	1	$6,500.00	$6,500.00	$8,500.00	$8,500.00	$7,620.00	$7,620.00	$6,757.00	$6,757.00
2	2021.501	MOBILIZATION	LS	1	$21,803.35	$21,803.35	$68,040.00	$68,040.00	$85,000.00	$85,000.00	$42,000.00	$42,000.00
3	2105.503	REMOVE CURB & GUTTER	L F	240	$5.00	$1,200.00	$4.38	$1,051.20	$5.66	$1,358.40	$5.20	$1,248.00
4	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	275	$9.00	$2,475.00	$9.55	$2,626.25	$11.50	$3,162.50	$6.25	$1,718.75
5	2105.601	REMOVE EXISTING OUTLET PIPE	LS	1	$3,000.00	$3,000.00	$525.00	$525.00	$1,500.00	$1,500.00	$1,023.10	$1,023.10
6	2106.601	SITE GRADING	LS	1	$75,000.00	$75,000.00	$289,430.00	$289,430.00	$173,415.00	$173,415.00	$184,754.18	$184,754.18
7	2106.607	POND LINER	S Y	1430	$20.00	$28,600.00	$14.10	$20,163.00	$2.06	$2,945.80	$21.50	$30,745.00
8	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	8	$150.00	$1,200.00	$210.00	$1,680.00	$165.00	$1,320.00	$468.22	$3,745.76
9	2360.504	BITUMINOUS DRIVES (WITH AGGREGATE BASE) 4.5" THICK (P)	SY	1635	$35.00	$57,225.00	$26.25	$42,918.75	$43.20	$70,632.00	$60.71	$99,260.85
10	2360.504	BITUMINOUS RINK (WITH AGGREGATE BASE) 3.0" THICK (P)	S Y	1800	$35.00	$63,000.00	$19.95	$35,910.00	$62.95	$113,310.00	$53.81	$96,858.00
11	2451.507	COARSE FILTER AGGREGATE (CV)	C Y	36	$55.00	$1,980.00	$115.03	$4,141.08	$87.30	$3,142.80	$112.07	$4,034.52
12	2451.607	FILTER MEDIA SPECIAL (P)	C Y	460	$90.00	$41,400.00	$68.11	$31,330.60	$40.58	$18,666.80	$102.24	$47,030.40
13	2501.502	12" RC PIPE APRON	EACH	1	$2,000.00	$2,000.00	$1,200.78	$1,200.78	$2,143.00	$2,143.00	$2,150.81	$2,150.81
14	2501.602	10" YARD DRAIN (NYLOPLAST)	EACH	1	$1,500.00	$1,500.00	$1,449.00	$1,449.00	$1,470.54	$1,470.54	$2,867.48	$2,867.48
15	2501.602	12" YARD DRAIN (NYLOPLAST)	EACH	2	$1,500.00	$3,000.00	$2,038.49	$4,076.98	$1,596.00	$3,192.00	$2,941.03	$5,882.06
16	2502.503	4" PERF PVC PIPE DRAIN	L F	460	$10.00	$4,600.00	$18.92	$8,703.20	$20.59	$9,471.40	$11.53	$5,303.80
17	2502.503	6" PERF PVC PIPE DRAIN	L F	26	$12.00	$312.00	$16.04	$417.04	$49.61	$1,289.86	$59.75	$1,553.50
18	2502.503	6" PVC PIPE DRAIN	L F	250	$12.00	$3,000.00	$23.53	$5,882.50	$14.17	$3,542.50	$16.80	$4,200.00
19	2502.602	6" PVC PIPE DRAIN CLEANOUT	EACH	6	$750.00	$4,500.00	$212.82	$1,276.92	$360.69	$2,164.14	$350.14	$2,100.84
20	2503.503	12" RC PIPE SEWER DES 3006 CL V	L F	18	$80.00	$1,440.00	$84.21	$1,515.78	$110.00	$1,980.00	$154.74	$2,785.32
21	2504.503	1.5" PVC PIPE SEWER FORCEMAIN	L F	325	$20.00	$6,500.00	$17.03	$5,534.75	$31.39	$10,201.75	$11.00	$3,575.00
22	2504.503	6" PVC PIPE WATER SERVICE	L F	290	$60.00	$17,400.00	$44.73	$12,971.70	$69.59	$20,181.10	$31.31	$9,079.90
23	2504.502	6" PVC GATE VALVE	EACH	1	$2,000.00	$2,000.00	$6,702.66	$6,702.66	$6,075.00	$6,075.00	$9,609.05	$9,609.05
24	2504.502	6" HYDRANT	EACH	1	$10,000.00	$10,000.00	$11,429.16	$11,429.16	$9,599.00	$9,599.00	$13,631.09	$13,631.09
25	2504.502	6" PVC TEE	EACH	1	$1,000.00	$1,000.00	$3,884.84	$3,884.84	$1,785.00	$1,785.00	$6,585.88	$6,585.88
26	2504.601	IRRIGATION REPAIRS	LS	1	$10,000.00	$10,000.00	$14,679.00	$14,679.00	$15,540.00	$15,540.00	$37,450.00	$37,450.00
27	2506.602	CONST DRAINAGE STRUCTURE DESIGN SPECIAL 1	EACH	1	$10,000.00	$10,000.00	$7,789.17	$7,789.17	$9,420.00	$9,420.00	$12,382.11	$12,382.11
28	2506.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	1	$2,000.00	$2,000.00	$892.50	$892.50	$944.00	$944.00	$7,192.88	$7,192.88
29	2506.602	RAIN GUARDIAN - TURRET TYPE	EACH	2	$5,000.00	$10,000.00	$2,714.25	$5,428.50	$4,139.00	$8,278.00	$3,870.24	$7,740.48
30	2511.507	RANDOM RIPRAP CLASS III	C Y	3	$170.00	$510.00	$175.00	$525.00	$565.32	$1,695.96	$480.73	$1,442.19
31	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	525	$35.00	$18,375.00	$31.40	$16,485.00	$72.15	$37,878.75	$36.54	$19,183.50
32	2531.503	CONCRETE CURB & GUTTER DESIGN S512	L F	530	$35.00	$18,550.00	$31.38	$16,631.40	$72.15	$38,239.50	$39.19	$20,770.70
33	2573.501	STABILIZED CONSTRUCTION EXIT	LS	1	$2,500.00	$2,500.00	$2,100.00	$2,100.00	$2,359.00	$2,359.00	$5,260.84	$5,260.84
34	2573.502	STORM DRAIN INLET PROTECTION	EACH	7	$200.00	$1,400.00	$315.00	$2,205.00	$233.10	$1,631.70	$212.68	$1,488.76
35	2573.503	SILT FENCE, TYPE MS	L F	230	$3.00	$690.00	$4.57	$1,051.10	$3.57	$821.10	$8.93	$2,053.90
36	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	1360	$3.00	$4,080.00	$3.47	$4,719.20	$3.27	$4,447.20	$3.69	$5,018.40
37	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	S Y	1700	$2.50	$4,250.00	$1.73	$2,941.00	$2.25	$3,825.00	$2.30	$3,910.00
38	2575.505	SEEDING - TYPE I TURF SEED MIX	ACRE	0.3	$15,000.00	$4,500.00	$40,288.50	$12,086.55	$12,980.00	$3,894.00	$14,157.96	$4,247.39
39	2575.505	SEEDING - TYPE II TURF SEED MIX	ACRE	0.4	$12,000.00	$4,800.00	$34,891.50	$13,956.60	$14,421.00	$5,768.40	$11,109.15	$4,443.66
40	2576.505	SEEDING - TYPE III TURF SEED MIX	ACRE	0.2	$12,000.00	$2,400.00	$31,132.50	$6,226.50	$14,421.00	$2,884.20	$13,334.10	$2,666.82

BID TABULATION

Jim Peterson Park Improvements (#10164179)
City Project No. 23-45
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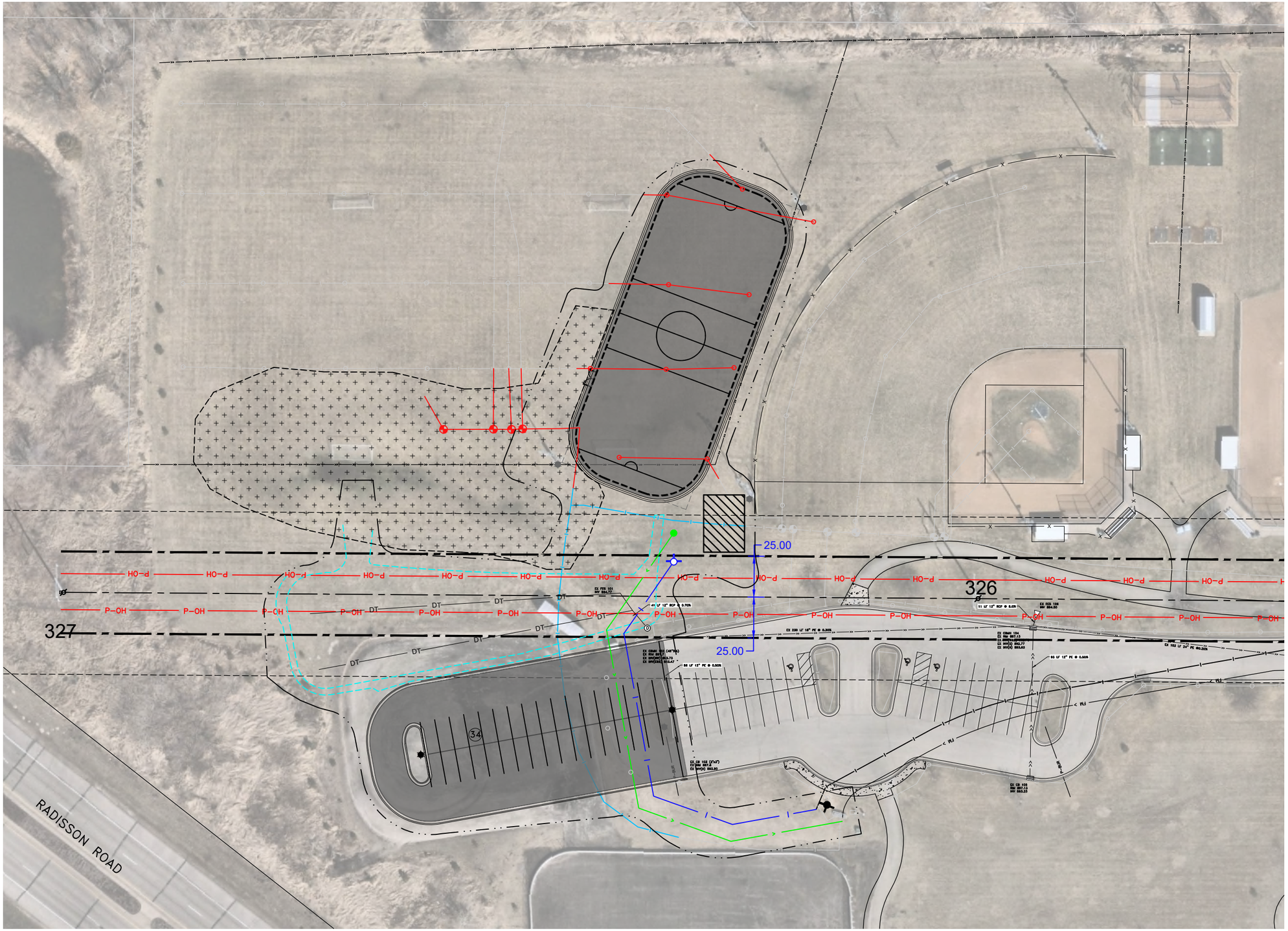
DENOTES CORRECTED FIGURE

					Engineer Estimate		D&D Contracting LLC		Precision Utilities		Midwest Landscapes & Excavation	
Line #	Item #	Item Description	Units	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
41	2575.571	RAPID STABILIZATION METHOD 3	MGAL	10	$100.00	$1,000.00	$802.73	$8,027.30	$865.00	$8,650.00	$671.44	$6,714.40
42	2582.601	PAVEMENT MARKINGS	LS	1	$10,000.00	$10,000.00	$1,249.50	$1,249.50	$550.00	$550.00	$4,644.13	$4,644.13
		TOTAL BASE BID				**$465,690.35**		**$688,354.51**		**$701,995.40**		**$735,110.45**

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

Certified By: Robert A. Blyth III ***License No.*** ***44337***

Date: ***May 14, 2026***



EXISTING IRRIGATION SUPPLY LINE

RELOCATE IRRIGATION LINE

RELOCATE IRRIGATION VALVE

RELOCATE IRRIGATION HEAD

GRADING LIMITS

NEW CURB AND GUTTER

NEW CONCRETE

NEW PAVEMENT

FREE SKATE RINK

GRAVEL PATH

NEW STREET LIGHT

P-OH 326 EXISTING OVERHEAD POWER LINE AND POLE (GRE)

POWER POLES CENTERLINE

POWER LINE MIN. OFFSET

GRE EASEMENT LINE (APPROX)

POSSIBLE WARMING HOUSE (APPROX. 800-900 sf)

PROPOSED WATER (6")

PROPOSED SANITARY (1 ½")

PROPOSED STORM BASIN

PROPOSED STORM DRAINTILE

N

30 0 30 60

SCALE IN FEET

DATE	REVISION	PROJECT NO.		PROPOSED OVERALL PLAN EXHIBIT
		DESIGN BY: BML	DRAWN BY: BML	CITY PROJ. NO. 24-XX JIM PETERSON PARK RINK AND PARKING LOT
		CHECKED BY:	APPROVED BY:	
		AS BUILT BY:		SHEET NO. 2 OF 2 SHEETS

Jan 15, 2026 - 10:43am
T:\Park and Rec\park and rec file cabinet\PARKS Construction\JIM PETERSON ATHLETIC COMPLEX\Hockey_Rink & Parking\Preliminary\AUTOCAD\RINK_PARKING W_WSB Layout.dwg

City of Blaine
Staff Report

File Number: ORD 26-2604

Agenda Date	Status
June 1, 2026	
In Control	**File Type**
City Council	Ordinance

Administration - Cathy Sorensen, City Clerk

Agenda Item # 10.2

Second Reading
Ordinance Amending Chapter 22 Businesses Article VI. - Legalized Gambling Sec. 22-264(3) to Allow Up to Five Lawful Gambling Locations Per Organization

Executive Summary

Council is asked to hold second reading of a proposed code amendment that would allow a lawful gambling organization to hold up to five premise permits.

Background

Staff received a request from Blaine Youth Hockey that the council consider increasing the number of lawful gambling locations allowed per organization from four to five. The request was briefly discussed at the May 4 workshop and resulted in council direction to bring forward a proposed code amendment for formal consideration. First reading was held on May 18 with no discussion.

Part of council's discussion during the workshop also included the possibility of removing the waiver of operational requirements and allow only organizations that have and maintain their principal business or operations in the city for two years preceding the request while operating in the city. The proposed ordinance includes two alternatives for council consideration: one that retains the waiver for up to five locations and one removing the waiver. Council should be aware that if the waiver is removed, then organizations from the trade area would not be allowed as well, but language could be incorporated to limit organizations outside of Blaine to the trade area only. In the event the council supports removing the waiver, any currently-licensed organizations outside of Blaine would be allowed to continue operating as long as they meet the requirements.

For further background staff has included a current list of premise permit holders and their locations, 2025 and 2026 charitable gambling summaries, a survey of trade area cities, and comments received regarding this proposed amendment.

Strategic Plan Relationship

N/A

Board/Commission Review

N/A

Financial Impact

N/A

Public Outreach/Input

Staff shared the proposed amendment with all current premise permit holders for their feedback. One organization said they were not in support of the amendment regarding the number of locations but did support limiting any organization to be only based in Blaine.

Staff Recommendation

After direction regarding the possible waiver amendment, council is asked to hold second reading of the ordinance.

Attachment List

1. 2026 Gambling Premise Permit License Holders
2. 2025 4th Qtr Contribution Report
3. 2026 1st Qtr Contribution Report
4. Blaine Youth Football - Comments on Proposed Ordinance
5. Trade Area Charitable Gambling Survey May 2026

City of Blaine

Signature Copy
Ordinance: ORD 26-2604

Second Reading
Ordinance Amending Chapter 22 Businesses Article VI. - Legalized Gambling Sec. 22-264(3) to Allow Up to Five Lawful Gambling Locations Per Organization

THE CITY OF BLAINE DOES ORDAIN: (Added portions are underscored and deleted portions are shown with overstrike.)

Sec. 22-264. Additional regulations.

In addition to the requirements of M.S.A. §§ 349.11 through 349.60, inclusive, and rules adopted pursuant to the authority contained in said statutes, lawful gambling shall be subject to the following regulations:

(1) It is unlawful to make side bets or other wagers in connection with the conduct of lawful gambling.

(2) A duly licensed pull-tab distribution, bingo or raffle game must be under the supervision of a gambling manager licensed under M.S.A. § 349.167. In order to qualify as a gambling manager, an individual must have been a member of the organization for at least two years.

(3) No organization may maintain more than ~~four~~ five lawful gambling locations in the city at one time~~, except that an organization operating lawful gambling activities at more than four five locations as of January 1, 2004, may continue to operate at those same locations pursuant to the following conditions:~~

~~a. The organization complies with all other state and local lawful gambling laws and ordinances.~~

~~b. Each location continues to qualify as a lawful gambling premises.~~

~~c. No lawful gambling activity is moved to a new location unless the organization is in conformance with the four five location limitation.~~

~~d. When a premises permit has lapsed or been revoked at a location for any reason, the organization may not commence operations at that location unless the organization is in conformance with the four five location limitation~~.

(4) No premises permit or bingo hall license will be approved for:

a. Any organization to conduct lawful gambling on any premises other than a church, the premises of a fraternal, veterans or other nonprofit organization, or the premises of an on-sale intoxicating liquor licensee licensed pursuant to the applicable sections of this Code.

b. Any organization or local subdivision thereof unless all of the following requirements are met:

1. The activities of the organization or its local subdivision directly or primarily benefit citizens of the city.

2. The organization or the local subdivision must have had a principal business or operations location in the city for a continuous period of at least two years immediately preceding the permit request and maintain such a location as long as the organization operates lawful gambling activities in the city. The organization must have been in continuous existence holding meetings for at least two years prior to the approval of the license.

3. The organization or the local subdivision may be granted a waiver of operational requirement if the city council determines the organization has significant community involvement, and such a waiver would have to be granted per location up to the ~~four~~ five -location limit.

- ***OR-***

3. ~~The organization or the local subdivision may be granted a waiver of operational requirement if the city council determines the organization has significant community involvement, and such a waiver would have to be granted per location up to the four location limit.~~ An organization that had been granted a waiver of operational requirement for lawful gambling activities prior to June XX, 2026, may continue to operate at those same locations pursuant to the following conditions:

a. The organization complies with all other state and local lawful gambling laws and ordinances.

b. Each location continues to qualify as a lawful gambling premises.

c. No lawful gambling activity is moved to a new location.

d. When a premises permit has lapsed or been revoked at a location for any reason, the organization may no longer conduct lawful gambling within the city.

4. The simultaneous conducting of lawful gambling by more than one organization on authorized premises.

INTRODUCED and read in full this 18th day of May, 2026.

PASSED by the City Council of the City of Blaine this 1st day of June, 2026.

City of Blaine
2026 Gambling Premise Permit License Holders

Organization	Location(s)	Premise Permit Issued
Andover Football Association	**Acapulco Mexican Restaurant** 9360 Baltimore St NE #160	**April 2025**
Blaine Back Court Club (Blaine Youth Basketball)	**Buffalo Wild Wings** 11540 109th Ave NE #300 **The Wild Hare** 10340 Baltimore St NE #100	**December 2023** **June 2025**
Blaine Festival	**Blainbrook Entertainment** 12000 Central Ave NE	**May 2012**
Blaine Youth Football	**Pizza Pub Prime** 2190 105th Ave NE **The Ball Park Twin Cities** 10650 Baltimore St NE	**March 2024** **May 2024**
Blaine Youth Hockey	**Ole Piper Inn** 1416 – 93rd Lane NE **Broadway Bar & Pizza** 11822 Aberdeen St NE **Wild Bill's Sports Saloon** 10950 Club West Pkwy #100 **Clive's Roadhouse** 10400 Baltimore St NE #200	**December 2007** **December 2007** **January 2011** **May 2018**
Centennial High School Football Boosters	**Applebee's Grill and Bar** 4345 Pheasant Ridge Dr# 202 **El Norte Mexican Bar & Grill** 3453 Lake Dr #100 **The Rusty Bumblebee** 10950 Club West Pkwy #160	**April 2022** **February 2025** **August 2025**
Community Charities of Minnesota	**X-Golf** 298 Northtown Drive	**June 2025**
Ham Lake Chamber of Commerce	**The Ball Park** *(bingo only)* 10650 Baltimore St NE #100	**November 2024**
Sgt. John Rice VFW Post 6316	**Sgt. John Rice VFW 6316** 1374 109th Ave NE	**June 2007**
Spring Lake Park #16 Youth Hockey Association	**The Roadside** 12540 Ulysses St NE	**October 2019**
Spring Lake Park Lions Club	**Fogerty/Moe's Ice House** 9250 Lincoln Street NE **On the Green** 12571 Central Ave NE	**December 2022** **March 2024**

2025 GAMBLING QUARTERLY 10% CONTRIBUTION WORKSHEET

Send to charitablegambling@blainemn.gov; Jason Zimmerman & Nikki Beckers

Name of Establishment	First Quarter January - March Contribution	Second Quarter April - June Contribution	Third Quarter July - September Contribution	Fourth Quarter October - December	Year End Totals
Andover Football Association	$0.00	$0.00	$72.19	$111.13	$183.32
Blaine Back Court Club *dba* Blaine Youth Basketball	1,180.80	$101.12	$24	$1,448	$2,753.92
Blaine's Festival/Blazin 4th Inc.	$16,181.64	$9,815.66	$13,062.34	$13,478.72	$52,538.36
Blaine Youth Football	$5,714.05	$691.39	$2,132.00	$2,223.00	$10,760.44
Blaine Youth Hockey Association	$32,092.76	$21,411.32	$29,213.80	$32,121.59	$114,839.47
Centennial HS Football Boosters	$786.66	$0.00	$1,695.69	$1,742.39	$4,224.74
Community Charities of MN	$0.00	$0.00	$0.00	$122.50	$122.50
Ham Lake Chamber of Commerce	$0.00	$0.00	$0.00	$172.36	$172.36
Sgt. John Rice VFW	$3,497.00	$4,667.00	$7,048.63	$4,867.00	$20,079.63
Spring Lake Park Lions	$280.19	$0.00	$0.00	$0.00	$280.19
Spring Lake Park District #16 Youth Hockey Assoc.	$6,239.31	$3,352.50	$5,791.45	$5,718.43	$21,101.69
Quarterly Totals	$65,972.41	$40,038.99	$59,040.10	$62,005.12	$227,056.62

Organization Name	Licensed Premise(s)	License #
Andover Football Association	Acapulco Mexican Restaurant	36655
Blaine Back Court Club dba Blaine Youth Basketball	Buffalo Wild Wings	93071
	The Wild Hare	
Blaine Festival	Blainbrook Entertainment Center	92932
Blaine Youth Football	Pizza Pub Prime	95522
	The Ball Park Twin Cities	
Blaine Youth Hockey Association	Ole Piper Inn	00776
	Broadway Bar & Pizza	
	Wild Bills Sports Saloon	
	Clives Roadhouse Blaine	
Centennial HS Football Boosters	Applebee's	93215
	El Norte Mexican Grill	
	The Rusty Bumblebee	

Community Charities of MN	**X-Golf**	Began May 2025	**2650**
Ham Lake Chamber of Commerce	**The Ball Park (bingo only)**		**2948**
Sgt. John Rice VFW Post 6316	**Sgt. John Rice VFW Post 6316**		**01298**
Spring Lake Park District #16 Youth Hockey Association	**The Roadside**		**3124**
Spring Lake Park Lions Club	**X-Golf Blaine**	Cancelled May 2025	**00584**
	Fogerty Arena/Moe's Ice House		
	On The Green		
	Invictus	Cancelled November 2025	

2026 GAMBLING QUARTERLY 10% CONTRIBUTION WORKSHEET

Send to charitablegambling@blainemn.gov; Jason Zimmerman & Haley Chapman

Name of Establishment	First Quarter January - March Contribution	Second Quarter April - June Contribution	Third Quarter July - September Contribution	Fourth Quarter October - December	Year End Totals
Andover Football Association	$224.07				$224.07
Blaine Back Court Club dba Blaine Youth Basketball	$2,647.00				$2,647.00
Blaine's Festival/Blazin 4th Inc.	$14,278.69				$14,278.69
Blaine Youth Football	$2,493.57				$2,493.57
Blaine Youth Hockey Association	$29,320.03				$29,320.03
Centennial HS Football Boosters	$0.00				$0.00
Community Charities of MN	$290.27				$290.27
Ham Lake Chamber of Commerce	$338.07				$338.07
Sgt. John Rice VFW	$8,901.98				$8,901.98
Spring Lake Park Lions	$0.00				$0.00
Spring Lake Park District #16 Youth Hockey Assoc.	$3,509.90				$3,509.90
Quarterly Totals	$62,003.58	$0.00	$0.00	$0.00	$62,003.58

Organization Name	Licensed Premise(s)	License #
Andover Football Association	Acapulco Mexican Restaurant	36655
Blaine Back Court Club *dba* Blaine Youth Basketball	Buffalo Wild Wings	93071
	The Wild Hare	
Blaine Festival	Blainbrook Entertainment Center	92932
Blaine Youth Football	Pizza Pub Prime	95522
	The Ball Park Twin Cities	
Blaine Youth Hockey Association	Ole Piper Inn	00776
	Broadway Bar & Pizza	
	Wild Bills Sports Saloon	
	Clives Roadhouse Blaine	
Centennial HS Football Boosters	Applebee's	93215
	El Norte Mexican Grill	
	The Rusty Bumblebee	

Community Charities of MN	**X-Golf**	**2650**
Ham Lake Chamber of Commerce	**The Ball Park (bingo only)**	**2948**
Sgt. John Rice VFW Post 6316	**Sgt. John Rice VFW Post 6316**	**01298**
Spring Lake Park District #16 Youth Hockey Association	**The Roadside**	**3124**
Spring Lake Park Lions Club	**Fogerty Arena/Moe's Ice House**	**00584**
	On The Green	

From:	Jesse Schwartz
To:	Cathy Sorensen; CityCouncil
Cc:	Ashley Schwartz; Jennifer Lyons; BYF Gambling Manager
Subject:	Re: PROPOSED AMENDMENT TO THE BLAINE CHARITABLE GAMBLING ORDINANCE
Date:	Thursday, May 7, 2026 7:12:12 AM
Attachments:	image773631.png image397657.png image907879.png image266909.png image306027.png image808680.png image804663.png image172275.png image751643.png image299041.png

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Good morning Cathy and Blaine City Council,

Blaine Youth Football respectfully opposes the proposed amendment to Sec. 22-264 that would increase the number of lawful gambling locations from four to five.

We believe this change would disproportionately benefit the largest organizations in the City of Blaine, specifically Blaine Youth Hockey and Spring Lake Park Youth Hockey, while limiting opportunities for smaller community organizations to grow and make a meaningful impact. These organizations already generate significantly more charitable gambling revenue than other groups in Blaine, which often results in smaller organizations being unable to meet local donation requests at the same level.

This creates an imbalance that concentrates charitable resources among a small number of organizations, rather than encouraging broader community support across Blaine. At Blaine Youth Football, we are proud to support a wide variety of local groups and initiatives whenever requests are made. Our goal has always been to reinvest as much as possible back into the community as a whole — not solely into our own organization.

In addition, Blaine Youth Football would like the City Council to consider implementing conditions that prioritize or limit charitable gambling operations within city limits to Blaine-based organizations. Similar policies have been adopted successfully in surrounding communities and help ensure that charitable gambling revenue directly benefits the Blaine community.

We respectfully encourage the Blaine City Council and Mayor to reject the proposed increase from four to five lawful gambling locations and instead consider policies that better support equitable opportunities for Blaine organizations and maximize community benefit.

If there are any questions or additional discussion needed, we would welcome the

opportunity to provide further input.

Thank you for your time and consideration.

Sincerely,
Blaine Youth Football

Jesse Schwartz
Blaine Youth Football President
763-567-1722
www.blaineyouthfootball.org

From: Jesse Schwartz <jesseschwartz2706@gmail.com>
Sent: Wednesday, May 6, 2026 1:51 PM
To: Jesse Schwartz <President@blaineyouthfootball.org>; BYF Gambling Manager <gamblingmanager@blaineyouthfootball.org>; Jennifer Lyons <jlyons@blaineyouthfootball.org>; Ashley Schwartz <aschwartz@blaineyouthfootball.org>
Subject: Fwd: PROPOSED AMENDMENT TO THE BLAINE CHARITABLE GAMBLING ORDINANCE

---------- Forwarded message ---------
From: **Cathy Sorensen** <csorensen@blainemn.gov>
Date: Wed, May 6, 2026 at 1:42 PM
Subject: PROPOSED AMENDMENT TO THE BLAINE CHARITABLE GAMBLING ORDINANCE
To: Cathy Sorensen <csorensen@blainemn.gov>

Good afternoon – staff wanted to inform current charitable gambling premise permit holders that the Blaine City Council will be considering a request to increase the number of allowed locations per organization from four to five:

> Sec. 22-264. Additional regulations.
> In addition to the requirements of M.S.A. §§ 349.11 through 349.60, inclusive, and rules adopted pursuant to the authority contained in said statutes, lawful gambling shall be subject to the following regulations:
> (3) No organization may maintain more than ~~four~~ five lawful gambling locations in the city

at one time…

Staff received a request for this amendment which was **briefly discussed at the May 4 workshop and resulted in Council providing direction to bring the proposed code amendment forward for formal consideration.** While this code amendment doesn't require a public hearing, it does require two readings to allow for feedback during introduction and possible adoption. Staff will schedule first reading of the proposed ordinance for Council's May 18 agenda. First reading typically doesn't include Council discussion but is intended to announce the proposed amendment for the record. Second reading and possible adoption will be scheduled for the June 1 meeting and will be when Council will discuss the proposed amendment. Since this isn't a public hearing, it will be up to the Mayor/Council as to whether comments will be allowed during the item's discussion on June 1.

Should you wish to comment on this proposed amendment, you can either email me directly, email the full Council at CityCouncil@blainemn.gov, or speak at Open Forum during the May 18 and/or June 1 meetings. If you email the full Council, it would be helpful to copy me so I can include your comments in the Council packets. If you have any questions please let me know. Thank you.

BlaineMN.gov
Live | Work | Grow

Cathy Sorensen
City Clerk
Administration-City Clerk
763-785-6124 | 763-478-7282
csorensen@blainemn.gov | BlaineMN.gov
City Hall, 10801 Town Square Drive NE, Blaine MN 55449

--

Jesse Schwartz
Blaine Youth Football President
Minnesota Knights Hockey Club President
763-567-1722

Trade Area Charitable Gambling Survey

May 2026

1) Does your City have a cap and if so what is that cap?

   Circle Pines

   Coon Rapids – 5

   Ham Lake

   Lexington

   Lino Lakes - No

   Mounds View

   Shoreview - No

   Spring Lake Park – No

2) Does your City limit organizations to only those located in your City?

   Circle Pines

   Coon Rapids - Yes

   Ham Lake

   Lexington

   Lino Lakes - Yes

   Mounds View

   Shoreview – No but limited to trade area

   Spring Lake Park - Yes

   a. If you do allow outside organizations, do you do so through a waiver/variance process?

   b. If you do allow outside organizations, are they limited to your trade area or can be from anywhere in the State?

City of Blaine
Staff Report

File Number: 26-124

Agenda Date	Status
June 1, 2026	
In Control	**File Type**
City Council	Motion

Administration - Scott Johnson, Director of Administrative Services

Agenda Item # 10.3

Ratification of Local 340 (Police Sergeants) Labor Agreement for 2026-2028

Executive Summary

Council is asked to ratify and approve the Local #340 (Police Sergeant) labor agreement.

Background

The City of Blaine and Law Enforcement Labor Services, Inc, Local #340 (Police Sergeants) have reached agreement on the labor contract covering the three years beginning January 1, 2026, through December 31, 2028.

1. Wage at 50% of market for 2026 with adjustments of 3% for each of the years covered under the labor contract. Changes to Sergeants pay and resulting changes to Captain pay, result in an overage for the 2026 budget set aside of $683. The $683 amount will be made up with current 2026 position openings in the PD.

2. Sick pay in this proposal aligns with what was approved for patrol officers with any employee new to the City being under a cap of 480, existing employees will maintain prior caps.

3. An annual increase of $50 to the City's monthly contribution to the cafeteria plan.

4. Uniform allowances: $800 per year for 2026, $850 per year for 2027, and $900 per year for 2028 (Det. Sgt, Admin. Sgt., and Drug Task Force Sgt.).

5. Assignment Pay Changes: CSO Coordinator - $1.73 per hour, SWAT Team - $1.25 per hour, Emergency Management Sgt. - $500 yearly stipend, and Use of Force Instructor or Firearms Instructor - $1.15 per hour.

6. Employees will pay ½ of PMLL premiums.

7. Incidental technical and clean-up language changes.

The draft agreement (current agreement with changes as outlined above) is attached.

Strategic Plan Relationship

This item relates to the organizational health strategic plan priority to recruit and retain quality employees as dictated by the current labor market.

Board/Commission Review

n/a

Financial Impact

Budget impacts as outlined in contract.

Public Outreach/Input

n/a

Staff Recommendation

By motion, ratify the contract between Law Enforcement Labor Services, Inc. Local #340 and the City of Blaine for calendar years 2026 - 2028.

Attachment List

1. 2026-2028 Contract

LABOR AGREEMENT

BETWEEN

CITY OF BLAINE

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

LOCAL NO. 340

POLICE SERGEANTS

JANUARY 1, 2026 - DECEMBER 31, 2028

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MASTER LABOR AGREEMENT

BETWEEN

CITY OF BLAINE

AND

LAW ENFORCEMENT LABOR SERVICES, INC.
LOCAL NO. 340

ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of January 1, 2026 between the CITY OF BLAINE, hereinafter called the EMPLOYER, and the LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL NO. 340, hereinafter called the UNION.

It is the intent and purpose of this AGREEMENT to:

1.1 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application; and

1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT.

ARTICLE 2 - RECOGNITION

2.1 The EMPLOYER recognizes the UNION as the exclusive representative, under Minnesota Statutes, Section 179A.03, subd. 8, for all police personnel in the following job classifications:

SERGEANT

2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 - DEFINITIONS

3.1 UNION: The Law Enforcement Labor Services, Inc., Local No. 340.

3.2 UNION MEMBER: A member of the Law Enforcement Labor Services, Inc., Local No. 340.

3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.

3.4 DEPARTMENT: The City of Blaine Police Department.

3.5 EMPLOYER: The City of Blaine.

3.6 CHIEF: The Chief of the Blaine Police Department.

3.7 UNION OFFICER: Officer elected or appointed by the Law Enforcement Labor Services, Inc., Local No. 340.

3.8 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.

3.9 REST BREAKS: Employees working a 12 hour schedule shall have 90 minutes of break time, which includes a 60 minute lunch break.

3.10 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment.

3.11 REGULAR RATE: Based on the Fair Labor Standards Act definition and excludes overtime.

ARTICLE 4 - EMPLOYER SECURITY

The UNION agrees that during the life of this AGREEMENT that the UNION will not cause, encourage, participate in, or support any strike, slowdown, or other interruption of or interference with the normal functions of the EMPLOYER.

ARTICLE 5 - EMPLOYER AUTHORITY

5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this AGREEMENT.

5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

ARTICLE 6 - UNION SECURITY

6.1 The EMPLOYER shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly UNION dues. Such monies shall be remitted as directed by the UNION.

6.2 The UNION may designate employees from the bargaining unit to act as Steward and an alternate and shall inform the EMPLOYER in writing of such notice and changes in the position of Steward and/or alternate.

6.3 The EMPLOYER shall make space available on the employee bulletin board for posting UNION notice(s) and announcement(s).

6.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.

ARTICLE 7 - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

7.1 DEFINITION OF A GRIEVANCE

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

7.2 UNION REPRESENTATIVES

The EMPLOYER will recognize Representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION Representatives and of their successors when so designated as provided by 6.2 of this AGREEMENT.

7.3 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a UNION Representative shall be allowed a reasonable amount of time, without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided that the employee and the UNION Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

7.4 PROCEDURE

Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1 An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Deputy Chief. The Deputy Chief will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly

violated the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Deputy Chief's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

Step 2 If appealed, the written grievance shall be presented by the UNION and discussed with the Police Chief. The Police Chief shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Police Chief's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3 If appealed, the written grievance shall be presented by the UNION and discussed with the City Manager. The City Manager shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the City Manager 's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 4 A grievance unresolved in Step 3 and appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services. However, a grievance arbitration for written disciplinary action, discharge, or termination shall include the arbitrator selection procedures established in Minnesota Statute 626.892.

7.5 ARBITRATOR'S AUTHORITY

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days, following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based

solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

7.6 WAIVER

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION in each step.

7.7 CHOICE OF REMEDY

If, as a result of the written EMPLOYER response in Step 3 the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of ARTICLE 7 or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of ARTICLE 7 the grievance is not subject to the arbitration procedure as provided in Step 4 of ARTICLE 7.

The aggrieved employee shall indicate in writing, which procedure is to be utilized--Step 4 of ARTICLE 7 or another appeal procedure--and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of ARTICLE 7.

ARTICLE 8 - SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the City of Blaine. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect.

The voided provision may be renegotiated at the written request of either party within thirty (30) days of the final court determination or subsequent appeal of such determination, whichever is later."

ARTICLE 9 - SENIORITY

9.1 Seniority shall be determined by the employee's length of continuous employment with the Police Department and posted in an appropriate location. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific classifications.

9.2 All promotions shall be subject to a one-year probationary period. If the employee who has been promoted is found unsuited for the work of the position to which promoted, such employee shall be reinstated to the position and rate of pay previously held or to some other position in the class from which such employee was promoted. During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the EMPLOYER.

9.3 A reduction of work force will be accomplished on the basis of job classification seniority.

Employees shall be recalled from lay-off on the basis of their seniority. An employee on lay-off shall have an opportunity to return to work within two years of the time of the employee's lay-off before any new employee is hired.

9.4 Senior employees will be given preference with regard to job classification assignments when the job-relevant qualifications of employees are equal.

9.5 Senior qualified employees shall be given shift assignment preference after twelve (12) months of continuous full-time employment.

9.6 All vacation/holiday leave requests shall be selected on the basis of seniority between November 1 and December 15 for the next calendar year. Requests after January 1 of each year will be granted on a first-come first-served basis with seniority given preference in the event that two requests are submitted at the same time.

ARTICLE 10 - DISCIPLINE

10.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:

a) oral reprimand;
b) written reprimand;
c) suspension;
d) demotion; or
e) discharge.

10.2 Suspensions, demotions, and discharges will be in written form.

10.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the UNION will receive a copy of such reprimands and/or notices.

10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.

10.5 Discharges will be preceded by a five (5) day suspension without pay.

10.6 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a UNION representative present at such questioning.

10.7 Grievances for discipline of a suspension, demotion, or discharge shall be initiated at Step 2 of the Grievance procedure listed in Article 7.

ARTICLE 11 - CONSTITUTIONAL PROTECTION

Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

ARTICLE 12 - WORK SCHEDULES

12.1 The normal work year is two thousand and eighty (2,080) hours to be accounted for by each employee through:

a) hours worked on assigned shifts;
b) holidays;
c) assigned training; and
d) authorized leave time.

12.2 Holidays and authorized leave time is to be calculated on the basis of the actual length of time of the assigned shifts.

12.3 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees.

ARTICLE 13 - INSURANCE

The EMPLOYER agrees to contribute One Thousand Five Hundred and Ninety Dollars ($1,590) per month per employee for the purchase of required and/or optional benefits of the cafeteria plan for 2026, One Thousand Six Hundred and Forty Dollars ($1,640) per month for 2027 and One Thousand Six Hundred and Ninety Dollars ($1,690) per month for 2028.

The EMPLOYER and EMPLOYEE agree to split insurance premiums equally under Minnesota's Paid Medical Leave Statute.

ARTICLE 14 - WAGE RATES

14.1 WAGE TABLE

Employees will be eligible to progress to the 12-month step subject to satisfactory performance criteria.

	2026	2027	2028
Start	$64.41/hour	$66.34/hour	$68.33/hour
After 12 months of continuous service	$67.42/hour	$69.78/hour	$71.88/hour

14.2 LONGEVITY

To reach and sustain market average, employees who have reached at least four (4) years of tenure as a Sergeant will receive longevity pay above the rate schedule as follows:

- 2026 $4.27/hour
- 2027 $4.85/hour
- 2028 $5.36/hour

14.3 OVERTIME PAY

Employees will be paid at the rate of one and one-half (1 1/2) times the employee's base pay rate for all overtime hours worked.

14.4 ASSIGNMENT PAY

Those employees classified or assigned by the EMPLOYER as indicated below will receive identified assignment pay in addition to their regular wage rate:

- For the positions of the Detective Sergeant, the Drug Task Force (DTF) Sergeant, the Administrative Sergeant, the CSO Coordinator, or the Field Training Coordinator, they will receive an additional $1.73 per hour for every hour worked once placed in said classification/assignment until the point where said classification/assignment is removed. The Field Training Coordinator will not receive compensation when there are no probationary employees in the Field Training program.

- Employees assigned to the SWAT team will receive one dollar and twenty-five cents ($1.25) per hour for the duration of the assignment.

- The Emergency Management Sergeant shall receive an annual stipend of $500. This stipend will be prorated for a partial year in the position.

- Employees assigned by the EMPLOYER as a Use of Force Instructor or Firearms Instructor will receive an additional $1.15 per hour for every hour worked once

placed in said classification/assignment until the point where said classification/assignment is removed.

If one employee has multiple assignments listed in this agreement that are eligible for additional pay, they shall receive the pay for each assignment.

ARTICLE 15 – STANDBY PAY

Employees required by the EMPLOYER to standby shall be paid for such standby time at the rate of one hour's pay for each hour on standby.

ARTICLE 16 - COURT TIME

An employee who is required to appear in Court during the employee's scheduled off duty time shall receive a minimum of three (3) hours' pay at one and one-half (1 1/2) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for Court appearance does not qualify the employee for the three (3) hour minimum. An employee shall receive two (2) hours of stand-by pay if court is cancelled without a minimum of 24 hours notice. Said payment is subject to appropriate verification.

ARTICLE 17 - CALL BACK AND ON-CALL

An employee who is called to duty during the employee's scheduled off-duty time shall receive a minimum of three (3) hours' pay at one and one-half (1 1/2) times the employee's base pay rate beginning January 1, 2012. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the three (3) hour minimum.

Sergeants and Detective Sergeants who are on-call will be compensated at the rate of one dollar and seventy-three cents ($1.73) per hour for the duration of their assignment in addition to their regular wage rage for being “On-Call.” The City will develop an “On-Call” policy to describe the parameters of the “On-Call” program. “On-Call” compensation will not be in effect if the City decides not to use the “On-Call” program.

ARTICLE 18 - VACATIONS

18.1 Vacation leave shall be accumulated on a monthly basis for each calendar month or major fraction thereof by all regular and probationary employees pursuant to the following schedule:

Length of Service	Rate Per Full Pay Period
0 — 5 years	4 hours
Years 6 — 8	5 hours
Years 9— 12	7 hours
Years 13 - 18	7.5 hours
Years 19 - 25	8 hours
Years 26 - 30	8.5 hours

After 30 years of service have been completed 9 hours

18.2 Other provisions related to vacation will be as recognized in the City's current Personnel Policy Manual.

ARTICLE 19 - SICK LEAVE

19. 1 General: Sick leave will be as outlined in the City's Personnel Policy Manual as of the date of ratification of this Agreement other than as modified within this Agreement. Where the City used to have multiple sick leave banks one ESST qualifying and one not ESST qualifying, via MOU dated February 3, 2025, the City agreed to combine those banks on a non-precedential basis. As part of negotiation of this CBA, the City will formally combine those two banks. All sick leave will be combined for purposes of accrual caps and treatment at separation of employment.

19.2 Sick Leave Caps:

Existing Employees: Any employee that 1) is a current employee of the City on the date of ratification of this agreement or 2) has received a conditional offer of employment as of the date of ratification of this agreement will have a sick leave cap as follows: Employees will be allowed to accrue sick leave up to a cap of 960 hours. Employees will not be allowed to accrue any hours beyond 960 hours, and no sick leave will be paid into a Post Retirement Healthcare Savings Plan during employment. Payout upon separation will be in accordance with Article 21 of this Agreement.

New Employees: Any employee that does not fit in the category above, i.e started employment after the date of ratification of this agreement, will have a sick leave cap of 480 hours. Employees will not be allowed to accrue any hours beyond 480 hours, and no sick leave will be paid out into a Post Retirement Healthcare Savings Plan during employment. Payout upon separation will be in accordance with Article 21 of this Agreement.

19.3 Public Emergency or Weather Events:

Pursuant to Minn. Stat. §§ 181.9447(12) and 181.9447(1)(4), because the employees are peace officers and their preassigned or foreseeable work duties involve responding to a public emergency or weather event, the employees hereby waive their right to use ESST during weather or public emergencies, unless staffing minimums are met. If staffing minimums are met, employees will be allowed to use ESST time as designated in Minn. Stat. §181.9447(1)(4) on a first-come, first-serve basis.

In the event of a major weather event or public emergency in which increased staffing is necessary to ensure public safety and preserve order the employer may deny the use of the weather-related ESST provision.

ARTICLE 20 - HOLIDAYS

20.1 Employees will receive eleven (1 1) holidays. Each holiday will be eight (8) hours.

20.2 Employees have the option of being paid at the straight time rate for ten (10) of said eleven (11) holidays or taking time off for eleven (11) of the holidays. The Chief of Police shall determine whether or not employees may take up to ten (10) holidays per year. One (1) "floating holiday" per year can be taken any time during the calendar year when approved by the Chief of Police. Employees shall be paid for up to ten (10) working days per year in cash in December of each year at the straight time rate, provided that holidays taken off and those paid do not exceed a total of ten (10) in number except for said "floating holiday" referred to previously.

20.3 An employee assigned by the EMPLOYER to work on New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day After Thanksgiving or Christmas Day, shall receive an extra one-half (1/2) hour's pay for any hours worked during those holidays. If the State adopts Juneteenth as a mandatory holiday or if the City independently adopts Juneteenth as a paid holiday for non-union employees, the Sergeants will receive an additional paid holiday.

ARTICLE 21 -SEVERANCE PAY

21.1 Thirty-three and one-third percent (33 1/3%) of unused accumulated sick leave to be paid upon honorable separation after five years of employment.

21.2 Forty percent (40%) of unused accumulated sick leave to be paid upon honorable separation after ten (10) years of employment.

21.3 Fifty percent (50%) of unused accumulated sick leave to be paid upon honorable separation after fifteen (15) years of employment.

ARTICLE 22 - UNIFORMS

22.1 The EMPLOYER shall provide required uniform and equipment items.

22.2 The City will provide a clothing allowance for the employee assigned by the EMPLOYER as Detective Sergeant, Administrative Sergeant, and Drug Task Force (DTF) Sergeant in the amount of Eight Hundred Dollars ($800.00) for 2026, Eight Hundred Fifty Dollars ($850.00) for 2027, and Nine Hundred Dollars ($900.00) for 2028. Individuals assigned for less than a full year shall receive a pro-rated clothing allowance based on dates in the assignment. Equal payments of the annualized amount will be made on April 1st, August 1st, and December 1st. Pro-ration is not exact, but will be calculated on whether the Employee is in the assignment on the date that payment is made.

ARTICLE 23 - TUITION REIMBURSEMENT

Union members are eligible to participate in the City's tuition reimbursement program under the same terms and conditions as outlined in the City's tuition reimbursement policy.

ARTICLE 24 - POST BOARD LICENSING

24.1 The City will pay for and provide the required training for POST Board licensing.

24.2 The City will pay the POST Board license fee for each employee provided the employee has met the statutory requirement for license eligibility and renewal and it is approved by the Chief of Police.

ARTICLE 25 - INJURY ON DUTY (IOD)

Employees injured during the performance of their duties for the EMPLOYER and thereby rendered unable to work for the EMPLOYER will be paid the difference between the employee's regular pay and Worker's Compensation insurance payments for a period not to exceed ninety (90) working days per injury, not charged to the employee's vacation, sick leave, or other accumulated paid benefits, after a three (3) working day initial waiting period per injury. The three (3) working day waiting period shall be charged to the employee's sick leave account less Worker's Compensation insurance payments. Employees drawing Worker's Compensation benefits will not receive supplementary IOD pay or sick leave pay, which provides for more after-tax take-home pay than the employee made while working.

Compensation for injury leave shall be terminated upon the earlier of 90 working days or the expiration of the date of certification by a competent medical authority, approved by the City Manager that the EMPLOYEE can return to duty.

ARTICLE 26 - WAIVER

26.1 Any and all prior agreements, resolutions, practices, policies, rules, and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.

26.2 The parties mutually acknowledge that during the negotiations, which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge of contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE 27 - DURATION

This AGREEMENT shall be effective as of January 1, 2026, and shall remain in full force and effect until the thirty-first day of December, 2028.

Retroactive pay and benefits shall be paid only to employees employed as of the date of City Council approval of the successor collective bargaining agreement, which is June 1, 2026.

FOR THE CITY OF BLAINE:	FOR L.E.L.S., LOCAL NO. 340:
_____	_____
Tim Sanders, Mayor	Tim Jeanetta, Business Agent
_____	_____
Erik Thorvig, City Manager	Wesley Villegas, Union Steward
_____	_____
Scott Johnson, Director of Admin. Services	Nate Hatanpa, Union Steward