



City of Blaine

City Council

July 6, 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. 2026-138 Schedule of Bills Paid
Sponsors: Jason Zimmerman, Finance Director

7.2. 2026-139 Approval of Minutes
Sponsors: Cathy Sorensen, City Clerk

7.3. RES 26-135 Resolution Appointing Election Judges for the 2026 State Primary Election
Sponsors: Cathy Sorensen, City Clerk

7.4. 2026-140 Approve a Temporary On-Sale Intoxicating Liquor License for Sgt. John Rice VFW at the VFW, 1374 109th Avenue NE
Sponsors: Cathy Sorensen, City Clerk

- 7.5.** RES 26-141 Resolution Approving a Premise Permit for Lawful Gambling Activity for Centennial Football Boosters at Stella's Blaine, 4365 Pheasant Ridge Drive, Suite 102, Blaine, MN 55434
Sponsors: Cathy Sorensen, City Clerk
- 7.6.** RES 26-116 Resolution Granting Final Plat Approval to Subdivide 1.55 acres into 1 Lot to be Known as North Meadows Fourth Addition at 10903 Austin Street NE. Wellington Management Inc. (Case File No. 26-0033/SLK)
Sponsors: Sheila Sellman, Community Development Director
- 7.7.** RES 26-90 Resolution Approving a Contract for Flood Mitigation and Storm Shelter Planning
Sponsors: Sheila Sellman, Community Development Director
- 7.8.** RES 26-117 Resolution Granting a Conditional Use Permit to Construct a 2,000 Square Foot Accessory Structure in a Residential Estate (RE) Zoning District at 110 132nd Avenue NE. James Riley (Case File No. 26-0022/ACK)
Sponsors: Sheila Sellman, Community Development Director
- 7.9.** RES 26-118 Resolution Granting a Conditional Use Permit to Allow Passenger Vehicle Service in a Light Industrial (I-1) Zoning District at 3543 88th Avenue NE. Protech Electronics (Case File No. 26-0026/SLK)
Sponsors: Sheila Sellman, Community Development Director
- 7.10.** RES 26-122 Resolution Granting a Conditional Use Permit to Construct a 1,400 Square Foot Detached Accessory Structure in a Farm Residential (FR) Zoning District at 11662 Lexington Avenue NE. Tyler Tall (Case File No. 26-0027/ACK)
Sponsors: Sheila Sellman, Community Development Director
- 7.11.** RES 26-123 Resolution Granting a Conditional Use Permit to Allow up to 3,000 Square Feet of Accessory Building Space in a Farm Residential (FR) Zoning District at 11985 Lever Street NE. Jacob and Brittany Brausen (Case File No. 26-0029/SLK)
Sponsors: Sheila Sellman, Community Development Director
- 7.12.** 2026-141 Approve City Attorney Contracts with Eckberg Lammers
Sponsors: Scott Johnson, Director of Administrative Services
- 7.13.** RES 26-142 Resolution Authorizing the 3M Open Security Plan, including Proposed Temporary Road Closures
Sponsors: Brian Podany, Safety Services Manager/Police Chief

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

- 8.1.** ORD 26-2607 Public Hearing and Second 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
Sponsors: Daniel Schluender, Director of Engineering
- 8.2.** ORD 26-2608 Public Hearing and Second 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
Sponsors: Daniel Schluender, Director of Engineering
- 8.3.** ORD 26-2609 Public Hearing and Second 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
Sponsors: Daniel Schluender, Director of Engineering
- 8.4.** RES 26-128 Resolution Adopting Assessment for 2025 Street Rehabilitation Project, Improvement Project No. T2505
Sponsors: Daniel Schluender, Director of Engineering
- 8.5.** RES 26-131 Conduct Public Hearing and Adopt a Resolution to Vacate 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

- 8.6.** RES 26-132 Conduct Public Hearing and Adopt a Resolution to Vacate 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

9. Development Business

- 9.1.** RES 26-124 Resolution Granting Preliminary Plat Approval to Create Two Lots, Four Outlots and Dedicate Road Right-of-Way to be Known as Terrano Apartments at 111 99th Avenue NE. Blaine Housing Group, LLC (Case File No. 26-0030/EES)

Sponsors: Sheila Sellman, Community Development Director

- 9.2.** RES 26-125 Resolution Granting a Comprehensive Plan Amendment from Planned Industrial (PI) to Planned Industrial/Planned Commercial (PI/PC) at 4131 Pheasant Ridge Drive NE. Blaine Ventures LLC/Newton RES LLC (Blaine Ventures First Addition) (Case File No. 26-0031/SLK)

Sponsors: Sheila Sellman, Community Development Director

- 9.3.** RES 26-126 Resolution Granting Preliminary Plat Approval to Subdivide Approximately 10.43 Acres into 4 Lots and 2 Outlots to be Known as Blaine Ventures First Addition at 4131 Pheasant Ridge Drive NE. Blaine Ventures LLC (Newton RES LLC) (Case File No. 26-0031/SLK)

Sponsors: Sheila Sellman, Community Development Director

- 9.4.** RES 26-127 Resolution Granting a Conditional Use Permit in the Planned Business District (PBD) Zoning District to Allow the Following Uses: Credit Union/Bank, Retail, Restaurant, Medical Office, and Zero Lot Line, at 4131 Pheasant Ridge Drive NE. Blaine Ventures LLC/Newton RES LLC (Blaine Ventures First Addition) (Case File No. 26-0031/SLK)

Sponsors: Sheila Sellman, Community Development Director

10. Administration

- 10.1.** RES 26-134 Resolution to Approve a Joint Powers Command Vehicle Replacement (CV-1) Grant and Associated Budget Amendments

Sponsors: Brian Podany, Safety Services Manager/Police Chief

- 10.2.** RES 26-136 Summary Resolution for Publication of Ordinance 26-2607 Ordinance Granting to Connexus Energy, a Minnesota Cooperative Association, 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

Sponsors: Cathy Sorensen, City Clerk

- 10.3.** RES 26-137 Summary Resolution for Publication of Ordinance 26-2608 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

Sponsors: Cathy Sorensen, City Clerk

- 10.4.** RES 26-138 Summary Resolution for Publication of Ordinance 26-2609 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

Sponsors: Cathy Sorensen, City Clerk

11. Other Business

12. Adjournment

CITY OF BLAINE**SCHEDULE OF BILLS PAID****APPROVED ON 07/06/2026 FOR PAYMENTS THE WEEK OF 06/05/2026**

Vendor Name	Description	Amount
ACME TOOLS	Small tools for water: Jig saw/Blades/Battery	\$ 378.42
ADVANCED GRAPHIX INC	Decals for 5365	\$ 2,444.25
ADVANCED GRAPHIX INC	Decals for Unit 5366	\$ 1,205.00
AMAZON CAPITAL SERVICES	B/O Battery tester: Mechanic Tool	\$ 113.99
AMAZON CAPITAL SERVICES	Credit	\$ (23.74)
AMAZON CAPITAL SERVICES	Phone Case - Elections	\$ 18.80
AMAZON CAPITAL SERVICES	May Employee Wellness Event Supplies	\$ 22.49
AMAZON CAPITAL SERVICES	Credit	\$ (22.49)
AMAZON CAPITAL SERVICES	Laminating Pouches	\$ 24.95
AMAZON CAPITAL SERVICES	May Employee Wellness Event Supplies	\$ 17.99
AMAZON CAPITAL SERVICES	Post Its & Highlighters	\$ 139.14
AMAZON CAPITAL SERVICES	May Employee Wellness Event Supplies	\$ 23.74
AMAZON CAPITAL SERVICES	Pens	\$ 36.57
AMAZON CAPITAL SERVICES	Electric Pencil Sharpener	\$ 37.99
ASPEN MILLS INC	Patrol Clothing and Uniforms	\$ 788.45
ASPEN MILLS INC	Patrol Clothing and Uniforms	\$ 249.20
ASPEN MILLS INC	Patrol Clothing and Uniforms	\$ 94.80
ASPEN MILLS INC	Patrol Clothing and Uniforms	\$ 229.99
ASPEN MILLS INC	Patrol Clothing and Uniforms	\$ 381.50
ASPEN MILLS INC	Patrol Clothing and Uniforms	\$ 178.90
ASPEN MILLS INC	Patrol Clothing and Uniforms	\$ 13.98
ASPEN MILLS INC	Patrol Clothing and Uniforms	\$ 144.85
ASPEN MILLS INC	Patrol Clothing and Uniforms	\$ 1,709.32
ASPEN MILLS INC	Patrol Clothing and Uniforms	\$ 112.75
ASPEN MILLS INC	Patrol Clothing and Uniforms	\$ 450.50
ASPEN MILLS INC	Patrol Clothing and Uniforms	\$ 86.95
ASPEN MILLS INC	Patrol Clothing and Uniforms	\$ 234.95
ASPEN MILLS INC	Patrol Clothing and Uniforms	\$ 219.95
ASPEN MILLS INC	Patrol Clothing and Uniforms	\$ 297.80
ASPEN MILLS INC	Patrol Clothing and Uniforms	\$ 48.00
ASPEN MILLS INC	Patrol Clothing and Uniforms	\$ 81.95
AT&T MOBILITY	Wireless service for camera trailer, utility locator, etc.	\$ 66.96
AVENPITCH MUSIC LLC	06/09 Kid's Concert Performers	\$ 325.00
BAKER TILLY ADVISORY GROUP LP	2025 Continuing Disclosure Services	\$ 3,000.00
BAKER TILLY ADVISORY GROUP LP	Arbitrage Compliance - Rebate and Yield Reduction Report	\$ 18,000.00
BAKER TILLY ADVISORY GROUP LP	Municipal Advisor 2026 TA Bonds	\$ 215,000.00
BEACON ATHLETICS LLC	Youth bases; Parks	\$ 367.33
BEACON ATHLETICS LLC	Base Anchors	\$ 484.00
BEACON ATHLETICS LLC	Youth bases; Parks	\$ 915.17
BLAINE BROTHERS INC	Drive Shafts; Park Mowers	\$ 3,014.66
BLAINE CUSTOM APPAREL & AWARDS	Retirement awards	\$ 204.00
BLANK ACQUISITION LLC	Postcard Stock for Delinquent Notices	\$ 226.64

BOLTON & MENK INC	Design & Construction Services for I/P 24-04	\$	4,660.50
BOLTON & MENK INC	Final Design & Construction Services, I/P 26-04 (T2604)	\$	11,500.50
BOLTON & MENK INC	Lift Station 13 Force Main-Phase 2 Construction Svsc, I/P 23-30	\$	9,717.50
BONFE PLUMBING HEATING & AIR SERVICE INC	Wrong Permit Type - Cancel Permit B25-04345	\$	60.00
BOODHRAM HEMNAUTH RON	Home Improvement Grant Reimbursement	\$	847.00
BSI MECHANICAL INC	Refund Permit B26-01252 - New Permit to be issued.	\$	8,235.00
CARR'S TREE SERVICE INC	Ash Tree removal: Various Locations	\$	6,898.00
CARR'S TREE SERVICE INC	Ash Tree Removal: Multiple Locations	\$	14,535.20
CENTER FOR ENERGY AND ENVIRONMENT	EDA Loan Program - April 2026	\$	9,990.00
CENTERPOINT ENERGY	May 2026 Gas Service	\$	3,443.58
CENTURYLINK	Baseball Complex Telephone	\$	132.30
CHET'S SHOES INC	Prebil - Boots	\$	184.00
CINTAS CORPORATION	CH mats/rugs	\$	38.42
CINTAS CORPORATION	2026 Uniform/Rug Towel Rentals	\$	464.96
CINTAS CORPORATION	MAYC Mats/Rugs	\$	38.42
CINTAS CORPORATION	Cold storage PD first aid cabinet supplies	\$	35.90
CINTAS CORPORATION	CH medical cabinet supplies	\$	297.70
CINTAS CORPORATION	PW medical cabinet supplies	\$	367.77
COMPANION ANIMAL CENTER	Kennel services for May 2026	\$	400.00
CORE & MAIN LP	1" Meters; Water	\$	2,950.00
CUB FOODS INC - BLAINE NORTH	Soda for seniors	\$	105.60
CUB FOODS INC - THE VILLAGE	cupcakes for tea party	\$	24.99
CUB FOODS INC - THE VILLAGE	Lemonade for Special Events	\$	29.78
DAVIES JR JESSE	Reimbursement - Work boots - Seasonal	\$	34.48
DRESEL CONTRACTING INC	2025 Misc. Sanitary Sewer Repair Project, I/P 25-07 (U2507)	\$	14,534.40
DULUTH TRADING COMPANY	Prebil & Duchene - uniform 4 pants	\$	383.00
ECKBERG LAMMERS PC	April 2026 - Civil Legal Services	\$	38,596.58
ECKBERG LAMMERS PC	April 2026 - Civil Legal Services	\$	4,500.00
ECKBERG LAMMERS PC	April 2026 - Civil Legal Services	\$	11,388.00
ECM PUBLISHERS INC	Publish Ad for Bids 2025 Street Rehab, I/P 26-05 (5/8 & 5/15/26)	\$	396.00
EDWARDS ALAN	Softball Umpire Fees	\$	547.00
EVANS KRISTA	Tuition Reimbursement	\$	755.23
FERGUSON WATERWORKS #2518	Locate Flags: Water	\$	1,482.40
FRANKENSIGNS INC	Mailbox and Room ID plates	\$	205.50
FRANKENSIGNS INC	Mailbox and Room ID plates	\$	48.00
FRIENDLY CHEVROLET INC	Transmission Replacement : Unit 5312 (PD)	\$	8,705.59
FRIENDLY CHEVROLET INC	Transmission Replacement : Unit 5242 (Truck/ Parks)	\$	10,479.62
FRIENDLY CHEVROLET INC	Exhaust Donut; Vehicle 5288	\$	13.06
GARY CARLSON EQUIPMENT COMPANY	Marking Sticks/ Tie Downs: Water	\$	260.60
GERHARD JOSEPH	Tuition Reimbursement	\$	560.00
GOEDEKEN DOUG	Home Improvement Grant Reimbursement	\$	6,000.00
GROUP HEALTH NON-PATIENT A/R	EAP benefits	\$	314.60
GROUP HEALTH NON-PATIENT A/R	EAP benefits	\$	317.20
HODGSON JOAN	Softball Umpire Fees	\$	216.00
HOTSY MINNESOTA	PW Pressure washer Hoses	\$	1,132.40
HURLBURT HEATING COOLING AND PLUMBING	Permit Refund - B26-01699 -Duplicate Permit	\$	76.00
INDELCO PLASTICS CORPORATION	Bleach Pump; Water	\$	2,080.84
IUOE LOCAL 49 FRINGE BENEFIT FUNDS	49ers Training Facility Fee; February 2026	\$	738.30
IUOE LOCAL 49 FRINGE BENEFIT FUNDS	49ers Training Facility Fee; January 2026	\$	837.80

JM ELECTRIC LLC	Blaine Baseball Complex Site work	\$	7,887.20
JM ELECTRIC LLC	Electrical Work: Moving lights outside-prep for building take do	\$	8,940.00
KIEL PAULA	Food truck fire inspection reimbursement	\$	100.00
KNOBLAUCH KYLENE	Softball Umpire Fees	\$	600.00
KNOBLAUCH KYLENE	Softball Umpire Fees	\$	540.00
KRAFT MECHANICAL LLC	PW new water heater	\$	18,200.00
KREITZ BRIAN	Jury Duty Mileage Reimb 5/6/26	\$	7.02
KUTAK ROCK LLP	2026 Bond Issuance - Bond Counsel	\$	18,500.00
KUTAK ROCK LLP	2026 Bond Issuance - Bond Counsel	\$	18,500.00
KUTAK ROCK LLP	2026 Bond Issuance - Bond Counsel	\$	18,500.00
LAWSON PRODUCTS INC	Mechanic Shop Supplies: Fittings/Lubricant/Cleaner	\$	718.25
LAWSON PRODUCTS INC	Storm Supplies: B/O Carbide Bur Cyl/Chisel	\$	146.55
LAWSON PRODUCTS INC	Storm Supplies: B/O Carbide Bur Cyl/Chisel	\$	192.96
MANAGED SERVICES INC	CH Enmotion, tp	\$	908.92
MANSFIELD OIL COMPANY	Fuel Delivery - May	\$	26,002.12
MAPMO	MAPMO Training - 4 Commercial Inspectors	\$	220.00
MC TOOL & SAFETY SALES	B/O Rainsuits/Gloves: Water	\$	211.17
MC TOOL & SAFETY SALES	Safety Glasses : Streets	\$	90.48
MC TOOL & SAFETY SALES	Safety Equipment Vac Truck/ Rain Suits/ Hard Hats w/ear muffs	\$	477.08
MENARDS - BLAINE	Batteries, goo gone	\$	114.58
MENARDS - BLAINE	Storage totes for Playnet supplies	\$	14.80
METROPOLITAN LIFE INSURANCE COMPANY	MN Paid Leave	\$	19,934.49
MICKMAN BROTHERS INC	2026 Contract: All WTP landscape maintenance	\$	1,641.67
MICKMAN BROTHERS INC	Irrigation Start Up/Repairs - East & West Lake Park	\$	553.00
MICKMAN BROTHERS INC	Irrigation Start Up/Repairs - East & West Lake Park	\$	494.50
MIDWAY FORD COMPANY	Filter Housing: Bucket Truck 1236	\$	206.80
MIDWAY FORD COMPANY	Filter Housing: Bucket Truck 1236	\$	81.07
MIDWAY FORD COMPANY	Oil Filter Housing/Seal Kit/Turbo Intake Boot: Unit 1236	\$	221.32
MIDWAY FORD COMPANY	Credit	\$	(206.80)
MINNESOTA DEPARTMENT OF HEALTH	Water Supply Certificate Fee- DeBoer	\$	23.00
MINNESOTA EQUIPMENT - ISANTI	Fuel Filters: PW Stock	\$	106.00
MINNESOTA OFFICE OF JUSTICE PROGRAMS	Office of Justice Conference - Reimbursed through grant	\$	200.00
MINNESOTA STATE COLLEGES OF UNIVERSITIES	Senior program	\$	528.00
MINUTE MAKER SECRETARIAL	Minute Maker Secretarial	\$	330.00
MINUTE MAKER SECRETARIAL	2026 NRCB Meeting Minutes Fees	\$	219.50
MN METRO NORTH TOURISM	April 2026 Lodging Tax	\$	14,733.23
NORTHERN SANITARY SUPPLY CO INC	CH Hand soap	\$	133.22
NORTHLAND CAPITAL EQUIPMENT FINANCE	CH leased fitness equipment	\$	904.64
NUSS TRUCK & EQUIPMENT	Battery Hold Down: Unit 1305 (Roll Off Box)	\$	111.52
O'REILLY AUTOMOTIVE INC	Filters: PW Stock & Tractor 2425	\$	91.28
O'REILLY AUTOMOTIVE INC	Filters: PW Stock & Tractor 2425	\$	78.96
O'REILLY AUTOMOTIVE INC	Credit	\$	(133.54)
O'REILLY AUTOMOTIVE INC	Filters: PW Stock	\$	358.69
O'REILLY AUTOMOTIVE INC	Wiper Blades: Vehicle 5029	\$	25.98
O'REILLY AUTOMOTIVE INC	Filters: PW Stock	\$	43.82
PERFORMANCE LAWN CARE	Abatement - Contracted for violations	\$	200.00
PETERSON SUSAN	Reimbursement for gardens supplies for Tom Ryan park	\$	293.59
PITNEY BOWES INC	Postage Machine Services Agreement	\$	135.75
PRO-TEC DESIGN INC	Door Repair/Alarms: WTP 2	\$	439.32

RADEL GWEN	Instructor for Pickleball	\$	192.00
RADEL GWEN	Instructor for Pickleball	\$	180.00
REPUBLIC SERVICES #894	Shredding for Recycling Saturday Events	\$	1,068.40
S & S WORLDWIDE INC	Gator balls for Playnet	\$	131.98
SAFE-FAST INC	Uniforms for Seasonal Employees - PW (large T-shirts)	\$	1,695.00
SAFE-FAST INC	Shirts for new hire: Lane Hischer	\$	105.25
SBM FIRE DEPARTMENT	2026 SCBAs	\$	896,655.00
SBM FIRE DEPARTMENT	2026 Fire Protection Services	\$	242,611.00
STATE OF MINNESOTA DEED	DEED Loan #CDAP-17-0064-H-FY18, April Loan Repayment	\$	1,568.24
STATE OF MINNESOTA DEED	DEED Loan #CDAP-17-0064-H-FY18, June Loan Repayment	\$	1,568.24
STATE OF MINNESOTA DEED	DEED Loan #CDAP-17-0064-H-FY18, May Loan Repayment	\$	1,568.24
STREICHER'S	Patrol Clothing and Uniforms	\$	217.98
STREICHER'S	Prebil - 3 uniform pants	\$	195.00
TENICITY LLC	Spring Tennis Lessons	\$	2,939.20
TENNANT SALES AND SERVICE CO	Repairs; Floor Cleaners 4617 & 4618	\$	1,233.68
TRANS UNION LLC	Employee Background Check Services	\$	74.44
TRITECH SOFTWARE SYSTEMS	LETG- Canine Annual Subscription	\$	277.84
TWIN CITIES DOTS AND POP LLC	Dippin Dots for Concessions LCP	\$	1,296.00
US BANK	Fiscal Agent Fees - 2013A	\$	625.00
US BANK	Fiscal Agent Fees - 2026C	\$	850.00
US BANK	Fiscal Agent Fees - 2026A	\$	850.00
US BANK	Fiscal Agent Fees - 2026B	\$	850.00
US BANK	Fiscal Agent Fees - 2021A	\$	575.00
US BANK	Fiscal Agent Fees - 2024A	\$	550.00
WSB & ASSOCIATES INC	2025 GIS Consulting Services	\$	3,448.00
XCEL ENERGY	April 2026 Electric Service	\$	15,253.97
			\$ 1,770,104.02

CITY OF BLAINE

**SUBSET OF PAYMENTS BETWEEN \$20,000 AND \$50,000 FROM THE SCHEDULE OF BILLS PAID
APPROVED ON 07/06/2026 FOR PAYMENTS THE WEEK OF 06/05/2026**

Vendor Name	Description	Amount
MANSFIELD OIL COMPANY	Fuel Delivery - May	\$ 26,002.12
ECKBERG LAMMERS PC	April 2026 - Civil Legal Services	\$ 38,596.58

CITY OF BLAINE**SCHEDULE OF BILLS PAID****APPROVED ON 07/06/2026 FOR PAYMENTS THE WEEK OF 06/12/2026**

Vendor Name	Description	Amount
4 ACE PRODUCTIONS	6/16 Kid's Concert Performer	\$ 325.00
ALBERT LEA SEED HOUSE INC	Pond Restoration : MS4 - Area 3	\$ 3,330.92
ALLEGRA PRINT & IMAGING	E-Bike/E-Scooter Flyers/Handouts	\$ 385.90
AMAZON CAPITAL SERVICES	Paper Towels and Soap : PW	\$ 384.64
AMAZON CAPITAL SERVICES	Dial Indicator : Shop	\$ 36.99
AMAZON CAPITAL SERVICES	Amazon - Building Insp Blank Business Note Cards 100 pk	\$ 22.95
AMAZON CAPITAL SERVICES	Remote Camera for Magnet : Unit 4634 (Truck)	\$ 149.99
AMAZON CAPITAL SERVICES	Employee Recognition Gifts (6)	\$ 114.49
AMAZON CAPITAL SERVICES	Handset Plugs : Unit 5295 (PD)	\$ 6.99
AMAZON CAPITAL SERVICES	Tylenol, Kleenex, planner, fan	\$ 140.63
AMAZON CAPITAL SERVICES	Electrical Signal Connectors : Water	\$ 94.55
AMAZON CAPITAL SERVICES	Range target supplies	\$ 112.99
AMAZON CAPITAL SERVICES	Supplies for Playnet	\$ 164.76
AMAZON CAPITAL SERVICES	Supplies for MAYC	\$ 18.75
AMAZON CAPITAL SERVICES	Amazon - 2021 IBC Fast Tabs	\$ 19.95
AMAZON CAPITAL SERVICES	Gas Struts: Unit 2333 (Trailer)	\$ 94.36
AMAZON CAPITAL SERVICES	Label Printer: Mechanic Shop	\$ 190.00
AMAZON CAPITAL SERVICES	Bike patrol multi-tool	\$ 23.99
AMAZON CAPITAL SERVICES	Community Outreach - Filming Equipment	\$ 267.00
AMAZON CAPITAL SERVICES	Employee Recognition Gifts (6)	\$ 53.20
AMAZON CAPITAL SERVICES	Bike patrol maintenance supplies	\$ 162.85
AMAZON CAPITAL SERVICES	High Visibility Shirts for Detectives	\$ 105.93
ANOKA COUNTY	2026 County Recordings	\$ 46.00
ANOKA COUNTY	2026 County Recordings	\$ 46.00
ANOKA COUNTY TREASURY DEPARTMENT	Portable radio repair for control top assembly for APX6000	\$ 400.89
ANOKA COUNTY TREASURY DEPARTMENT	Repair fee for portable radio, model APX6000	\$ 742.00
ANOKA COUNTY TREASURY DEPARTMENT	Patrol Radio Batteries	\$ 1,065.00
ANOKA COUNTY TREASURY DEPARTMENT	2025 4th Qtr. - Traffic Signal Maintenance	\$ 12,312.86
AT&T MOBILITY	Telephone and Internet Service	\$ 280.11
AUTOMATIC SYSTEMS COMPANY	Mag Meters: WTP 3	\$ 14,900.00
BARNUM COMPANIES INC	PD Monthly maintenance check on gates	\$ 325.00
BARNUM COMPANIES INC	PW gate maintenance	\$ 716.51
BARNUM COMPANIES INC	Gate maintenance at Lakeside Commons Park	\$ 415.00
BEAVER ANTHONY	Parking Reimbursement	\$ 21.98
BLAINE LOCK & SAFE INC	Door service at Aquatore Bandshell	\$ 230.00
CENTENNIAL COMMUNITY BAND	Performance in the Park- June 11	\$ 300.00
CENTRAL HYDRAULICS	Hose Fab : Unit 2431 (Groundmaster)	\$ 218.30
CENTRAL PRO SUPPLY	Irrigation Parts	\$ 1,071.00
CENTURYLINK	911 Services	\$ 80.52
CINTAS CORPORATION	CH mats/rugs	\$ 210.55
CINTAS CORPORATION	CH mats/rugs	\$ 210.55
CINTAS CORPORATION	MAYC Mats/Rugs	\$ 38.42

CINTAS CORPORATION	CH medical cabinet supplies	\$ 201.59
CINTAS CORPORATION	Cold storage PD first aid cabinet supplies	\$ 35.90
CISNEROS WENDY	Refund - Overpayment of License - Gilberto's	\$ 66.00
CONNEXUS ENERGY-UTILITY PAYMENTS	951 124th LN NE - Electric	\$ 8,053.71
CONNEXUS ENERGY-UTILITY PAYMENTS	10801 Town Square DR NE - Electric	\$ 9,175.27
CRYSTEEL TRUCK EQUIPMENT	Inverter Purchase and Install : Unit 4503 (Truck)	\$ 2,832.00
CUB FOODS INC - THE VILLAGE	PD Retirement farewell items	\$ 82.76
DONALDSON ANDREA	Reimb for expense during Victim Conf (Reimbursed by grant)	\$ 1,214.70
ECKBERG LAMMERS PC	2026 Prosecution Fees for entire year	\$ 24,089.60
ECM PUBLISHERS INC	Publish Ad for Bids (5/12/26 & 5/22/26), I/P 26-07	\$ 363.00
ECM PUBLISHERS INC	Publish Ad for Bids (5/12/26 & 5/22/26), I/P 26-08	\$ 407.00
ECM PUBLISHERS INC	Advertising & Public Notices	\$ 132.00
ECM PUBLISHERS INC	2026 Public Hearing Notices	\$ 198.00
ELECTRIC PUMP INC	Annual Pump Maintenance: Lift stations	\$ 10,000.00
ENVIROTECH SERVICES INC	Dirt Road Dust Control: City Wide	\$ 13,779.42
ERNIE CONSTRUCTION	Fencing for lower portion of outfield	\$ 4,112.00
ERNIE CONSTRUCTION	Fencing for lower portion of outfield	\$ 3,612.00
FRIENDLY CHEVROLET INC	Wheel Speed Sensor/alignment: Vehicle 5351	\$ 621.16
FRIENDLY CHEVROLET INC	Cam & Lifter Replace: Vehicle 5280	\$ 9,485.79
FRIENDLY CHEVROLET INC	Clips: Vehicle 5295	\$ 28.45
FRIENDLY CHEVROLET INC	Credit	\$ (400.00)
GRAINGER	Grab Bar; Parks Department	\$ 112.28
GRAINGER	Credit	\$ (112.28)
GRAINGER	MAYC corner guards	\$ 324.84
HANSON SPORTS LLC	Spring Sports Camps	\$ 2,545.40
HATANPA NATHANIEL	Reimb for expense during Victim Conf (Reimbursed by grant)	\$ 1,188.53
HAWKINS INC	2026 Water Treatment Chemicals	\$ 8,873.45
HEALTHSOURCE SOLUTIONS LLC	2026 Employee Wellness Plan Platform	\$ 841.80
HY-VIZ INC.	Fire Hydrant Flags: Water	\$ 6,120.00
INFOBIP VOICE INC	Telephone Service	\$ 953.41
INSIGHT PUBLIC SECTOR INC	Laptops for CS/Fire Inspectors	\$ 3,793.72
IN-SITU INC	2024 Capital; Well Interference	\$ 37,295.43
IUOE LOCAL 49 FRINGE BENEFIT FUNDS	49ers Training Facility Fee; April 2026	\$ 806.00
IUOE LOCAL 49 FRINGE BENEFIT FUNDS	49ers Training Facility Fee; March 2026	\$ 812.50
JM ELECTRIC LLC	Blaine Baseball Complex Site work	\$ 970.00
JM ELECTRIC LLC	Remove and Replace WR/TR GFC's and Bubble Covers LCP	\$ 775.00
JOHNSON LITHO GRAPHICS OF EAU CLAIRE LTD	June MAYCConnect Newsletter	\$ 1,589.86
JONATHAN HOMES OF MN LLC	Escrow Refund - 4729 131st AVE NE	\$ 4,800.00
JONATHAN HOMES OF MN LLC	Escrow Refund - 4739 131st AVE NE	\$ 5,000.00
JONATHAN HOMES OF MN LLC	Escrow Refund - 4778 131st CT NE	\$ 5,000.00
LAWSON PRODUCTS INC	Storm Supplies: Cut off disc/Cold chisels/thread Repair Kit	\$ 247.22
LAWSON PRODUCTS INC	Locate Paint: Water/Sewer	\$ 387.96
LIFE SAFETY SYSTEMS INC	Fire alarm replacement	\$ 48,500.00
LOWE'S HOME CENTERS INC	Wood Posts for Storm Sewer Wetland Boundaries	\$ 866.57
LOWE'S HOME CENTERS INC	Knee boards for Asphalt Curbing Crew	\$ 82.13
MANAGED SERVICES INC	CH Janitorial Services	\$ 4,948.00
MARSDEN CENTRAL LLC	PW - June 2026 janitorial services	\$ 2,652.69
MCFOA	MCFOA Dues City Clerk & Deputy Clerk	\$ 100.00
MEDPRO WASTE DISPOSAL LLC	hazardous waste disposal invoice 1733430	\$ 69.75

MEJIA MARIO OLIVARES	Home Improvement Grant Reimbursement	\$ 1,200.00
MENARDS - BLAINE	Misc. cleaning supplies	\$ 81.34
MENARDS - BLAINE	Hose to Water Trees	\$ 38.55
MENARDS - BLAINE	PVC Pipe and Fitting : Tower #1	\$ 199.59
MENARDS - BLAINE	Credit	\$ (80.17)
MENARDS - BLAINE	WD-40, cartridge fuse, bit driver set	\$ 158.69
METRO SALES INCORPORATED	DocuWare Software Renewal	\$ 8,682.00
METROPOLITAN COUNCIL	MCES Wastewater Services	\$ 477,884.43
MID AMERICA METER LLC	Well #10 Meter Refurbish	\$ 1,417.50
MIDWAY FORD COMPANY	O-ring/Intake Manifold to Charge Air Cooler Pipe: Unit 1236	\$ 197.30
MIDWAY FORD COMPANY	O-ring/Intake Manifold to Charge Air Cooler Pipe: Unit 1236	\$ 135.30
MIDWAY FORD COMPANY	Exhaust parts: Vehicle 5239	\$ 1,978.13
MIDWAY FORD COMPANY	Credit	\$ (125.80)
MIDWAY FORD COMPANY	Credit	\$ (5.90)
MILLER MENDEL INC	Additional background entries for eSOPH Program	\$ 1,047.50
MINNESOTA DEPARTMENT OF HEALTH	Water Supply Certificate Fee- Fleischhacker	\$ 23.00
MINNESOTA EQUIPMENT - ROGERS	Mower Blades/Oil: Parks	\$ 412.79
MINNESOTA EQUIPMENT - ROGERS	Mower Blades/Oil: Parks	\$ 1,296.00
MINNESOTA OCCUPATIONAL HEALTH	Hearing Test and New Hire Physical-Police	\$ 276.00
MINNESOTA OCCUPATIONAL HEALTH	Hearing Test and New Hire Physical-Police	\$ 1,878.00
MN DEPT OF LABOR AND INDUSTRY	State Surcharge - Retained Fees	\$ 5,892.21
MTI DISTRIBUTING INC	Caster Spindle : Unit 2417 (Mower)	\$ 260.08
MUNICI-PALS	Spring conference - Lori C and Charlene V	\$ 40.00
NORTHERN SANITARY SUPPLY CO INC	MAYC tissue, towels, degreaser	\$ 767.50
NORTHLAND CAPITAL EQUIPMENT FINANCE	CH leased fitness equipment	\$ 949.87
OPTIMIZED ELECTRICAL SOLUTIONS	PD Dog wash station	\$ 1,128.00
OPTIMIZED ELECTRICAL SOLUTIONS	Fire panel electrical upgrade	\$ 5,369.00
O'REILLY AUTOMOTIVE INC	DEF : Shop Supplies	\$ 49.60
O'REILLY AUTOMOTIVE INC	Battery/Exhaust clamps: Trailer 4504	\$ 156.56
O'REILLY AUTOMOTIVE INC	Filters: PW Stock / Lug nuts: Veh 5326	\$ 41.49
O'REILLY AUTOMOTIVE INC	Filters: PW Stock / Lug nuts: Veh 5326	\$ 44.74
PATRIOT BUILDERS	Escrow Refund - 10144 Kissel CT NE	\$ 4,900.00
PLATZ TONI M	Home Improvement Grant Reimbursement	\$ 6,000.00
POWERDMS INC	PowerDMS Accreditation Annual Program	\$ 600.00
PRECISE MRM LLC	2026 PW GPS Management	\$ 1,680.00
PRO-TEC DESIGN INC	Door Repair/Alarms: WTP 2	\$ 321.25
PRO-TEC DESIGN INC	Updating ProWatch software	\$ 1,142.00
RIDGEWAY & ASSOCIATES	PD Wellness Program Fees for 2026	\$ 2,340.00
RUM RIVER ART CENTER	Senior program	\$ 200.00
SCHWARTZ DEREK	Damaged Tire Reimbursement	\$ 207.00
SIGELock SYSTEMS LLC	6 Hydrants for Stock	\$ 47,012.88
SITECAL INC	Backflow Test kit/Calibration; Water	\$ 210.95
STERICYCLE INC	May 2026 Shred	\$ 158.91
SUMMIT FIRE PROTECTION	MAYC fire inspection	\$ 498.45
SUNDGAARD JOSHUA	Reimbursement for Expenses During USPIS Operator	\$ 254.37
TECHTRON ENGINEERING INC	Asbestos Removal: Quincy Park	\$ 850.00
THE BACKYARD BAND	Performance in the Park- June 25	\$ 600.00
TISLAND SHEENA MARIE	Performance in the Park- June 18	\$ 200.00
TREVIPAY	Straps for Trench Box; Water	\$ 94.98

TREVIPAY	Sprayer Wands : PW Stock	\$	85.47
TRI-STATE BOBCAT INC	Filters: PW Stock	\$	181.41
TWIN CITIES TRANSPORT & RECOVERY INC	Tow of a mower back to PW from LLP	\$	200.00
TWIN CITIES TRANSPORT & RECOVERY INC	Tow for squad 5345	\$	125.00
TWIN CITIES TRANSPORT & RECOVERY INC	Tow for squad 5345	\$	125.00
ULINE	MAYC goo gone, gloves	\$	245.19
VIKING ELECTRIC SUPPLY LLC	HVAC Fuses and screw driver	\$	224.34
VIKING ELECTRIC SUPPLY LLC	Fuses	\$	270.30
WATER CONSERVATION SERVICES INC	Water Main Leak Detection 1/24; 12225 Oak Park Blvd	\$	582.40
WATER CONSERVATION SERVICES INC	WM Leak Detection 2/12 & 2/28; 12307 Jeff & 10101 Naples	\$	1,606.55
WATER CONSERVATION SERVICES INC	Water Main Leak Detection 4/20/26; 9701 6th Street	\$	512.40
WSB & ASSOCIATES INC	Prelim Design & Feasibility Report, I/P 26-05	\$	552.00
WYATT BRENT	Performance in the park- June 18	\$	200.00
ZAYO GROUP LLC	Telephone Service	\$	1,595.62
		\$	852,641.90

CITY OF BLAINE

**SUBSET OF PAYMENTS BETWEEN \$20,000 AND \$50,000 FROM THE SCHEDULE OF BILLS PAID
APPROVED ON 07/06/2026 FOR PAYMENTS THE WEEK OF 06/12/2026**

Vendor Name	Description	Amount
ECKBERG LAMMERS PC	2026 Prosecution Fees for entire year	\$ 24,089.60
IN-SITU INC	2024 Capital; Well Interference	\$ 37,295.43
SIGELock SYSTEMS LLC	6 Hydrants for Stock	\$ 47,012.88
LIFE SAFETY SYSTEMS INC	Fire alarm replacement	\$ 48,500.00



City of Blaine

City Council Workshop

June 8, 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 at 5:32PM by Mayor Sanders.

2. Roll Call

PRESENT: Mayor Sanders, Councilmembers Fleming, Massoglia, Larson, Robertson, Newland, and Ford.

ABSENT: None.

ALSO PRESENT: City Manager Erik Thorvig; Safety Services Director/Police Chief Brian Podany; Finance Director Jason Zimmerman; Accounting Manager Haley Chapman; Director of Engineering Dan Schluender; Communications Manager Ben Hayle; Public Works Director Nick Fleishhacker; Parks and Recreation Director Jerome Krieger; Project Engineer Brent Larson; and City Clerk Cathy Sorensen

3. New Business

- 3.1.** 2026-125 Pulte Residential Concept for Property South of 125th Avenue and West of Zest Street (30 Minutes)
Sponsors: Sheila Sellman, Community Development Director

City Manager Erik Thorvig stated that the city council reviewed a concept plan in May 2025, which included 83 single-family lots measuring 65 feet wide and 91 townhomes. Council consensus at that time was to not support a land use change allowing townhomes, as several members preferred unique homes on larger lots. The applicant has since submitted a revised concept plan proposing upscale single-family homes on 70-foot lots alongside twin

homes targeting move-down or retiree buyers, thereby ensuring alignment with the comprehensive plan's minimum density requirements.

Haley Daily-Severs, Pulte Group, explained her group had a presentation for the McKinley/Kemp site and noted Pulte Group would be working with Jonathan Homes on this project. She reviewed the location of the wetlands on the McKinley/Kemp properties. She commented further on the agencies she would be working with to address the wetlands and endangered species.

Nathan Fair, Jonathan Homes, introduced himself to the council and noted his company was a sister company to Hanson Builders out of Andover, Minnesota. He stated he has been doing business in Blaine for the past 15 years and was excited to be a part of this development team.

Ms. Daily-Severs highlighted the diversity of housing within The Lakes neighborhood and discussed the plans for the McKinley/Kemp site at the corner of Lexington and Main. She noted differences in wetland protection required for this property compared to those in The Lakes neighborhood, explaining that the McKinley/Kemp site is guided for low-density residential development, permitting 2.5 to 6 units per acre. She stated that a project featuring 80-foot lots would not comply with low-density residential requirements, and a proposal with only 65-foot lots would similarly fall short. She emphasized that future density requirements will derive from the Metropolitan Council as comprehensive plans are updated. She shared further details on the Pulte Homes that included single-family 70-foot wide lots and would feature high-end move-up homes. She explained she took all the previous council feedback into consideration, as well as meeting the wetland and endangered species requirements, before bringing this plan back to the council.

Mr. Fair discussed the homes he would be constructing, noting most of the lots would be 80 feet wide and would have a four-car garage with an option for a sport court.

Mayor Sanders stated he believed the addition of Jonathan Homes would benefit this development.

Councilmember Larson requested further information on which homes were Pulte and which were Jonathan Homes on the plan. Ms. Daily-Severs reported the 70-foot wide lots were Pulte and the 80-foot wide lots were Jonathan Homes.

Councilmember Massoglia indicated there was a lot of space in the southwest corner of the parcel that was untouched. He suggested this corner be made an outlot and that the developer then work to incorporate 80 foot wide lots throughout the development. Ms. Daily-Severs reviewed the location of the wetlands and ditches. She discussed how the wetlands were impacting the amount of developable land and lot sizes.

Councilmember Fleming thanked the developer for reworking the plans and appreciated the fact the developer would be constructing high level homes.

Councilmember Newland supported the plans moving forward.

Councilmember Robertson thanked the developer for taking into consideration the feedback the council provided previously. She stated she understood this was a difficult parcel to develop given the wetlands and ditches. She asked if this development would be connected to Lakes Parkway. Director of Engineering Schluender stated this would be a discussion the council would have to have in the future.

Councilmember Robertson indicated these would be important conversations for the council to have because this infrastructure would change the landscape of the entire area, adding she wanted to ensure the future fire station would have proper access to roadways.

Councilmember Ford commented he supported the proposed development plans.

Councilmember Larson asked if the future residents would participate in a cost share for the infrastructure. Mr. Schluender explained this would be part of the discussion the council has regarding the future infrastructure. Mr. Fair anticipated there could be some cost sharing with the developer, but noted this would not be a fully funded project by the developer.

Councilmember Larson stated she appreciated the proposed housing plans and that there would be two different home builders in order to offer a variety of housing styles within this development.

Mr. Fair thanked the council for the feedback and stated his next step would be to begin working with the DNR on the proposed plans.

3.2. 2026-126 Jim Peterson Park Improvements Project (30 Minutes)
Sponsors: Jerome Krieger, Park and Recreation Director

Parks and Recreation Director Krieger shared a background report. It was noted this item was tabled at the June 1, 2026 city council meeting to be brought back for the workshop on June 8, 2026. The council identified certain things they'd like to discuss at the workshop, including project scope and use of park dedication funds. Information will be presented at the workshop on legal use of park dedication funds. 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 (to accommodate lack of parking for baseball games and tournaments), water and sanitary sewer extensions to a warming house/concession building (to be discussed in the future), storm sewer improvements and construction of a stormwater basin. 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 Constrauction	\$463,330.55
Bituminous Roadways Inc.	\$519,799.25

Mr. Krieger explained 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. 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. He provided further information on the proposed hockey rink, noting the rink could be used for five pickleball courts in the summer months. Staff requested feedback from the council on how to proceed with the park improvements at Jim Peterson Park.

Councilmember Massoglia stated his main concern was with the overall budget and the impacts to the city's parks. He indicated the perception at this time was that the city could not maintain the parks it already had and questioned if it was in the city's best interest to continue to expand the city's parks and park amenities.

Councilmember Fleming inquired if people would reserve the hockey rink or would this rink be used for open skating. Mr. Krieger explained the rink would be used for open skating but could be reserved by local hockey associations.

Councilmember Robertson commented she does not have any issues regarding the hockey rink, but did have questions regarding the warming house. She questioned how much of the \$395,000 was for the utility connection for the warming house. Mr. Krieger reported none of the \$395,000 was for the warming house.

Councilmember Robertson suggested the areas of the park that are no longer being mowed be turned into community gardens, noting this may assist the city with long-term maintenance expenses.

Mayor Sanders reported the council would be discussing park maintenance issues at the fall retreat.

Councilmember Robertson explained she did not have a problem with the parking lot maintenance or the movement of the hockey rink at Jim Peterson Park. She stated her only concern was with the warming house. Mr. Krieger indicated when the park was built, sanitary sewer and a water line was run to the area to serve a future building. He offered further information regarding the full-time staff members that work to maintain the Lexington Athletic Complex and Jim Peterson Park in the summer months. He commented on how the new hockey rink would offer additional pickleball courts for the community. He stated as neighborhoods were developed throughout the city park land was dedicated to the city and now Blaine had 67 parks to maintain. Based on national averages, he stated the city should be closer to 40—some parks.

Councilmember Fleming asked if the other hockey rinks in the city have warming houses or trailers. Mr. Krieger reported the city has warming houses. He stated he was looking at a small warming house (30' x 40') for Jim Peterson Park that would have an area to put on skates, family-style bathrooms and a concession area for the rink attendant.

Councilmember Fleming questioned how much it would cost to install the utilities at a future date. Mr. Schluender estimated this cost to be \$75,000.

Councilmember Fleming commented she would like to see the park remaining as is with the installation of the utility lines.

Councilmember Massoglia asked if the new rink was used last winter. Mr. Krieger reported the rink was used, but the city had to rent lights. He explained the proposed improvements would put lighting in place around the new rink. City Manager Thorvig reported the general skating rink would go away through the expansion of the parking lot.

Councilmember Newland stated the lights made all the difference for this park and the hockey rink usage and said he supported expanding the parking lot to address the parking issues within Jim Peterson Park. He indicated moving the rink and creating additional pickleball courts was a great idea. In addition, he supported the city putting in the infrastructure for a future warming house now. He explained he looked forward to having a further discussion regarding the future maintenance of the city's parks.

Councilmember Larson asked if soccer would go away at this park. Mr. Krieger indicated the city has gone away from soccer, given the proximity to the National Sports Center.

Councilmember Larson explained her children play hockey and they utilize the outdoor rinks with lights. She supported the city moving forward with this project along with the installation of the utility lines and pickleball courts.

Councilmember Ford stated he supported this project and agreed the park maintenance issues needed to be further discussed by the council.

Councilmember Massoglia indicated he could support this project moving forward but encouraged the council to consider the overall long term cost to the city. He supported the council putting this project on pause until further discussions could be held by the council regarding long-term maintenance costs.

Councilmember Fleming clarified for the record that funds have already been set aside for the improvement project at Jim Peterson Park. Mr. Thorvig reported this was the case.

Councilmember Fleming suggested the council put all future park projects on pause until a future discussion could be had regarding overall park maintenance.

Councilmember Massoglia reported the council has budgeted for park items into 2030 and he did not want the city to continue to overspend for park items when park dedication funds could be better utilized. Mr. Thorvig reported in the 2026 CIP there were park improvement funds in the amount of \$500,000 and \$450,000 for trail maintenance. He commented further on the items that could and could not use park dedication fees.

Councilmember Robertson supported this project moving forward but would not support the expense for the installation of the utility lines. Mr. Krieger stated the lowest bid came in \$70,000 below the engineer's estimate which would cover the cost for the utility line installation. He reiterated that this project was utilizing park dedication funds and not levy dollars.

Project Engineer Brent Larson discussed how a water line would have to be installed as part of this project in order to assist with flooding the rinks.

The consensus of the council was to direct staff to bring this item forward for consideration at a future council meeting.

3.3. 2026-127 2027 Budget - General Fund Budget and City Tax Levy (90 Minutes)
Sponsors: Jason Zimmerman, Finance Director

Finance Director Zimmerman stated at the February 18 city council workshop, staff outlined a draft 2027 budget calendar and several process improvements. Following this, the city manager and finance department held small-group sessions with council members throughout late March and early April to align on data-driven assumptions for operating, capital, and debt requirements, specifically focusing on maintaining current service levels. These discussions culminated in a set of council-driven considerations and themes for the 2027 budget, which were reviewed at the April 13 city council workshop and are outlined below:

- Support for equitable staff compensation & professional development
- Levy increases to support the reduction of debt; not new spending
- Control costs through innovation & process improvement
- Reduce reliance on the property tax levy
- Leverage unrestricted reserves to fund nonrecurring items
- Prioritize core municipal functions & customer service
- Sustained investment in previously deferred infrastructure improvements
- Consider future budgets and levies beyond 2027
- Continue periodic review of budget to actuals

Mr. Zimmerman reported this first formal workshop begins the annual process of aligning city council priorities with financial resources, ensuring the city delivers high-quality services at a responsible tax level. While these early discussions rely on preliminary numbers and assumptions, they establish clear expectations for staff and create a more efficient path forward. Feedback from this session will directly shape the development of the city manager's 2027 budget recommendation, scheduled for presentation at the August 10 city council workshop. If further review is needed, additional time is available during the September 9 Workshop before the preliminary tax levy is formally certified at the September 21 city council meeting. Because this document is being prepared in late May, many assumptions continue to be made based on trends in prior years' financial performance. Several factors may impact the final budget, including legislative changes, state mandates, economic shifts, and union negotiations. Estimated assessed values for

taxes payable in 2027 have not been provided by the county assessor, so at this time staff is unable to prepare an estimated tax capacity rate or impact scenario on the median valued single-family home. Additionally, metro-wide fiscal disparity information isn't anticipated until sometime in late August, which staff also need to calculate an accurate estimate of tax rate/impact. In addition to the 2027 specific concepts shared by the council, staff continue to hold these fundamental fiscal principals throughout the year:

- Evaluate and acknowledge both the short and long-term impacts of all budgetary decisions
- Stabilize revenues and expenditures, and eliminate unanticipated variances
- Fund operations at a level to provide quality services at a reasonable cost
- Preserve structural balance and appropriate fund balance levels to mitigate future risks
- Consider additional investments when they help achieve the city's goals and provide a significant return to the community
- Seek to make a connection between resources and results

Mr. Zimmerman commented also discussed at the February 18 workshop was the creation of a budget subcommittee which was supported by council and how Mayor Sanders had selected Councilmembers Fleming, Massoglia and Robertson to be part of the subcommittee. The purpose of the group is to provide guidance on council presentations and what information is most important for council to make decisions and introduce budget concepts that would be presented to the full council for discussion. This group met in late May to review the June 8 workshop materials and discuss various policy items which relate to future budget discussions about capital and debt. Staff provided further information on the 2027 preliminary budget and requested feedback from the council on how to proceed.

Councilmember Larson expressed concern with how capital purchases were made in the past and how there was a lack of responsibility.

Mayor Sanders reported for many years there was pressure for a no-levy increase throughout Anoka County and the council was now having to address these past decisions. He said he appreciated how the council was now planning for expenditures 10 to 15 years down the road.

Mr. Thorvig described how the levy climate for the city will be more stable after 2030 because of the decisions the council is making now then discussed how staff had reviewed the travel/training expenditures for 2027 along with prefunding capital expenditures going forward. He commented further on the work that was being done by the budget subcommittee.

Mayor Sanders explained the subcommittee would allow staff and several councilmembers to take a deeper dive into the budget, adding it was his hope the council would be able to approve future budgets on a unanimous vote.

Mr. Thorvig reviewed the budget calendar for the remainder of the year, noting he hoped to receive feedback on the general fund budget.

Mr. Zimmerman asked for service changes, additions or modifications that should be made to the budget.

Mayor Sanders questioned what a one-point reduction in the levy would cost in budget reductions. Mr. Zimmerman reported there would have to be a reduction in the levy of \$550,000 to reduce the levy by 1%.

Councilmember Fleming inquired what policy or service modifications were. Mr. Thorvig stated the \$85,000 mowing services item would be one way or creating more no-mow areas within the city's parks.

Councilmember Newland indicated he would like the council to focus on the desired levy percentage at this time versus letting this matter be debated at the end of December. Mr. Thorvig commented staff was at a pivotal point in the budget process and if four councilmembers coalesced around 9.7%, this would be good direction for staff. However, if the council consensus was to approve a levy closer to 8%, this direction should be provided.

Councilmember Ford commented it was difficult for him to decide on a percentage because the city was growing and services were expanding. He stated if the desire was to drop the levy by 1%, councilmembers should look to see where \$550,000 can be cut from the budget.

Councilmember Larson indicated she could not think of anything that could be cut at this time and appreciated the fact the travel expenditures were reduced.

Councilmember Fleming questioned what happened to the discussions of pushing the pavement management program off two years until the city has cannabis revenues. Mr. Zimmerman stated the city would have revenues in 2027 that could be leveraged in 2028. Mr. Thorvig commented that the council could put a pause on projects for 2027, but 2028 projects could proceed.

Councilmember Larson said she did not believe the city could delay street improvements for two years because residents were asking for improvements to both streets and trails.

Councilmember Robertson asked if there was any support for a levy lower than 9.7% as she would not be able to support a levy this high. She stated if there was no support for a lower levy, the consensus of the council would move forward and she would continue to voice her objections. She indicated there was a reluctance to make cuts or consider reductions in the budget and while she understood this would come with difficult choices, she was willing to have these discussions.

Councilmember Fleming explained she would be willing to discuss these things because she would like the budget to receive five or more votes then questioned what percentage Councilmember Robertson and Councilmember Massoglia would support.

Councilmember Massoglia stated he would support a levy increase of 5%.

Councilmember Robertson questioned if the city had to spend \$1.6 million in capital expenditures in 2027. Mr. Thorvig explained these dollars would not all be spent but rather

would assist the city with setting dollars aside for prefunding purchases in 2030.

Mayor Sanders reported the two biggest increases in the levy were personnel and debt service. He stated he was willing to look at how to bring down the levy increase but wanted to understand if the city would be harmed in the future through the process. Mr. Zimmerman discussed the items that were non-negotiable due to how they would impact the city's financial metrics for future borrowing. Mr. Thorvig explained there would be future discussions on capital and debt this summer.

Councilmember Ford stated that based on his experience, it would be easier to take large items out of the budget versus taking out a number of small items.

Councilmember Fleming reported a 5% levy increase may not be realistic given how the three non-negotiable items had already created a levy increase of 7.5%.

Councilmember Massoglia stated he was considering the past 10 years of 10% budget increases. He indicated the city's budget has gone from \$25 million to \$60 million and anticipated there were expenditures that could be cut.

Mayor Sanders commented on how the city population had increased from 54,000 to over 80,000 in the past 10 years. Councilmember Massoglia said he understood that but indicated there were budget items that were increase increasing at an alarming rate and he wanted to see cuts.

Councilmember Fleming indicated the council could not change the decisions that were made in the past. She stated the council could not reduce workers' compensation because this will impact the city's AAA bond rating.

Councilmember Massoglia stated there were a lot of other considerations that could be made to the budget, such as covering the cost of park improvements with park dedication funds instead of levy dollars. Mr. Zimmerman reported the budget process was challenging and noted staff was working to be consistent with the council. He indicated there were nuances with park dedication funds because the funds were becoming stagnant. He reiterated that assumptions were made and some details were missing from the preliminary budget.

Councilmember Robertson explained she wanted to see the city being good stewards of taxpayer dollars and noted she has not voted for past budgets because there were expenditures she did not support.

Councilmember Ford suggested this item be closed for this meeting and that capital expenditures and debt be further discussed at the July workshop meeting.

Mayor Sanders thanked staff for reducing the travel and training expenditures, adding he understood there was not much more room to make cuts and was of the opinion the budget did not have a lot of extras, including some who would believe the city was not doing enough when it came to parks and trails.

4. Other Business

Mayor Sanders invited the council to attend a Flag Day event at the Cub Foods at Northtown on Saturday, June 13 at 9:00AM then noted the ribbon cutting ceremony for Asia Village would be held at Northtown that same day.

5. Adjournment

The workshop adjourned at 8:09PM.



City of Blaine Staff Report

File Number: RES 26-135

Agenda Date	Status
July 6, 2026	
In Control	File Type
City Council	Resolution

Approval of Consent Agenda: - Cathy Sorensen, City Clerk

Agenda Item # 7.3

Resolution Appointing Election Judges for the 2026 State Primary Election

Executive Summary

Council is asked to appoint election judges to serve Blaine voters for the 2026 state primary election on August 11.

Background

Pursuant to Minnesota election law and city charter, council must appoint election judges and set salaries for the August 11, 2026, state primary election. Staff is also requesting authority to appoint election judges during the time preceding the election.

To date staff has recruited 171 individuals to serve as election judges, some of whom will also provide assistance with absentee/early voting activities. Statute and charter requires that election judges be appointed by the council at least 25 days prior to the election. Staff is requesting that council authorize the city clerk to make appointments and substitutions as necessary should the need arise in the 25 days prior to the election. Election law allows for emergency appointments on election day.

Strategic Plan Relationship

N/A

Board/Commission Review

N/A

Financial Impact

Based on a survey of other cities within Anoka County, staff is proposing the 2026 election judge hourly salaries as follows:

- Head judges - \$15/hr
- Technology judges- \$14/hr
- Precinct/student judges -\$13/hr

The proposed salaries have not increased since 2024 and election judge pay has been appropriately budgeted for through the city clerk's budget in the general fund.

Public Outreach/Input

N/A

Staff Recommendation

Adopt the proposed resolution approving the appointment of election judges, authorize the city clerk to appoint and assign election judges during the 25 days preceding the election if additions/substitutions are necessary, and approve the hourly salary for election judges as proposed.

Attachment List

1. Election Judge Board Report
2. 2026 Election Judges - Primary



City of Blaine

Signature Copy

Resolution: RES 26-135

Resolution Appointing Election Judges for the 2026 State Primary Election

WHEREAS, the city council is required by Minnesota Statutes Section 204B.21, Sec. 2, and Chapter 4, Nominations and Elections, Section 4.05 of the City Charter, to officially approve the appointment of election judges; and

WHEREAS, the city council hereby adopts the judges listed on the judge board report, hereto attached, as the official election judges for the 2026 state primary election to be held on August 11, 2026; and

WHEREAS, the persons selected to serve meet all requirements of Minnesota statutes and city administrative policy and have been trained and certified pursuant to law.

WHEREAS, the city clerk is hereby authorized to appoint and assign election judges during the 25 days preceding the election if additions or substitutions are necessary to fill vacancies and meet party balances.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Blaine that the names listed on the judge board report, hereto attached, are the official election judges for the City of Blaine 2026 state primary election.

PASSED by the City Council of the City of Blaine this 6th day of July, 2026.

Poll Worker Report, 2024 Statewide Election

Primary Election, Tuesday, August 13, 2024

Blaine W-1 P-1

Christ Lutheran Church, 641 89th AVE NE, Blaine, MN 55434

Martha Matern, Head Judge
Mark Olson, Technology Judge
Ronald Bloomgren, Election Judge
Julie Eibensteiner, Election Judge
Rosemary Lowe, Election Judge
Cletius Puhrmann, Election Judge
Diane Shallue, Election Judge

Blaine W-1 P-2

University Avenue Elementary School, 9901 University AVE NE, Blaine, MN 55434

Orville Lindquist, Head Judge
John Morency, Head Judge
Sara Preus, Technology Judge
Linda Anderson, Election Judge
Allen Glass, Election Judge
Robert Lowe, Election Judge
Myrna Thomas, Election Judge

Blaine W-1 P-3

King of Glory Church, 10103 University AVE NE, Blaine, MN 55434

Marna McComb, Head Judge
Terry Wold, Head Judge
Wayne Jacobson, Technology Judge
Marie Jeanne Embolo Abena, Election Judge
Mike Gilbert, Election Judge
Lorinda Kies, Election Judge
Deborah Perry, Election Judge
Melanie Persellin, Election Judge
Leanne Peterson, Election Judge

Blaine W-1 P-4

Madison Elementary School, 650 Territorial RD NE, Blaine, MN 55434

Mary Loberg, Head Judge
Dana Jaques, Election Judge
Richard Lane, Election Judge
Orlin Lewis, Election Judge
Rachel Malarz, Election Judge
Brad Merker, Election Judge
Colleen Meyers, Election Judge
Jennette Spader, Election Judge
Susan Stole, Election Judge
Dana Jama, Student Judge

Blaine W-1 P-5

Hope Church, 1264 109th AVE NE, Blaine, MN 55434

Linda Myhre, Head Judge
Frances Sorensen, Head Judge
Jacqueline Lundemo, Election Judge
Jane Oksnevad, Election Judge
Nancy Stutzman, Election Judge
Jim Tauer, Election Judge
Rita Voight, Election Judge

Poll Worker Report, 2024 Statewide Election

Blaine W-1 P-6

Mary Ann Young Center, 9150 Central AVE NE, Blaine, MN 55434

Milton Massaquoi, Head Judge
Amy Hennen, Technology Judge
Terry Copeland, Election Judge
Jennifer Eng, Election Judge
Victoria Gartner, Election Judge
Pamela Klemz, Election Judge
Kimberly Liedman, Election Judge
Carla Madeux, Election Judge

Blaine W-1 P-7

St. Tim's Hospitality Center, 707 89th AVE NE, Blaine, MN 55434

John Hatinen, Head Judge
Pamela Landers, Head Judge
Jeff Rosenberg, Technology Judge
Rosemary Hinsverk, Election Judge
Rita Pfeiffer, Election Judge
Wendy Sanders, Election Judge
Annika Benson, Student Judge

Blaine W-1 P-8

National Sports Center - The Welcome Center "A", 1750 105th AVE NE, Blaine, MN 55449

Scott Himmer, Head Judge
Trace Ludewig, Head Judge
Jeff Gable, Election Judge
Alexandra Hinsverk, Election Judge
Jason Nguyen, Election Judge
Shirley Roehl, Election Judge
LouAnn Snell, Election Judge
Sheri Tarr, Election Judge

Blaine W-1 P-9

Our Savior's Lutheran Church, 9185 Lexington AVE, Circle Pines, MN 55014

Deby Mullen, Head Judge
Kristen Genet, Election Judge
Rosanne Healey, Election Judge
Loren Hill, Election Judge
Carol Jacobs, Election Judge
Leila Larson, Election Judge
David Anderson, Student Judge

Blaine W-2 P-1

Jefferson Elementary School, 11331 Jefferson ST NE, Blaine, MN 55434

Rebecca Shaw, Head Judge
Lori Balma, Election Judge
Nicholas Carlberg, Election Judge
Jean King, Election Judge
Stephen Ledwith, Election Judge
Robert J. Moffitt, Election Judge
Dawn Suitor, Election Judge
Mike Voight, Election Judge

Blaine W-2 P-2

Blaine United Methodist Church, 621 115th AVE NE, Blaine, MN 55434

Justin Ernst, Head Judge

Poll Worker Report, 2024 Statewide Election

Carol Collins, Election Judge
Beverly Herkenratt, Election Judge
Victor Johnson, Election Judge
Rachel Kahler, Election Judge
Shannon McLean, Election Judge
Patricia Schroedl, Election Judge
Joan Wacha, Election Judge

Blaine W-2 P-3

Artisan Church, 1105 117th AVE NE, Blaine, MN 55434

Steven Holm, Head Judge
Douglas Kurpiers, Head Judge
Rick Vanderstappen, Technology Judge
Jane Denovchek, Election Judge
Julie Hubbard, Election Judge
Merry Krueger, Election Judge
Charlene Luppino, Election Judge
William Milkes, Election Judge
Jody Rehbein, Election Judge

Blaine W-2 P-4

National Sports Center-The Welcome Center "B", 1750 105th AVE NE, Blaine, MN 55449

Roderick Vold, Head Judge
Eric Rehnberg, Technology Judge
Janet Thompson, Technology Judge
Tammy Hanna, Election Judge
Scott Lund, Election Judge
Kevin Palmer, Election Judge
Mia Swinarski, Student Judge

Blaine W-2 P-5

Eagle Brook Church, 3603 95th Avenue NE, Blaine, MN 55449

Laura Ashmore, Head Judge
Tabetha Jo Finton, Head Judge
Deborah Olson, Technology Judge
Donald Olson, Technology Judge
Gary Berg, Election Judge
Dale Bergstrom, Election Judge
Jessica Nelson, Election Judge

Blaine W-2 P-6

Blaine City Hall Clover Leaf Farm A and B, 10801 Town Square DR, Blaine, MN 55449

Stephanie Erickson, Head Judge
Patti Mogensen, Technology Judge
Joseph Adler, Election Judge
Bruce Griebel, Election Judge
Joanne Klein, Election Judge
Mary Kloss, Election Judge
Cory Lange, Election Judge
Catherine Schmit, Election Judge
Shriya Sunil, Election Judge
Selma Thompson, Election Judge

Blaine W-2 P-7

Bridgewood Community Church, 11670 Lexington AVE NE, Blaine, MN 55449

Mitchell Sawh, Head Judge
Kathy Brodzinski, Election Judge

Poll Worker Report, 2024 Statewide Election

Shaun Olson, Election Judge
Roger Palmquist, Election Judge
Kelly Urista, Election Judge
Joseph Wollack, Election Judge
Guoping Wu, Election Judge

Blaine W-2 P-8

Renovation Church, 12390 Fraizer St NE, Blaine, MN 55449

Lisa Anderson, Head Judge
Kathleen Kelly, Technology Judge
Kathy Boudlali, Election Judge
Christine Kendall, Election Judge
Susan Langenbrunner, Election Judge
Caren Rennee-Markham, Election Judge
Avis Soderstrom, Election Judge

Blaine W-2 P-9

Performing Arts Center, 4757 North RD, Circle Pines, MN 55014

Kurt Kiffmeyer, Head Judge
Kim Olson, Head Judge
John Berget, Election Judge
Teresa Blossom, Election Judge
Dana Erickson, Election Judge
Elizabeth Jacobs-Pass, Election Judge
Jana Keller, Election Judge
Andrew Quinn, Election Judge
Diana Rockstad, Election Judge

Blaine W-3 P-1

SBM Fire Station #3, 11920 Ulysses ST NE, Blaine, MN 55434

Daniel Bisila, Head Judge
Lynn Holter, Head Judge
Carl Draack, Election Judge
Thomas LaVaque, Election Judge
Ron Letnes, Election Judge
Barb Miazga, Election Judge
Janice Nuwash, Election Judge
Jon Stellrecht, Election Judge
Constance Stone, Election Judge

Blaine W-3 P-2

Roosevelt Middle School, 650 125th AVE NE, Blaine, MN 55434

Benjamin Adair, Head Judge
Lori Carbajal, Head Judge
Debra Griebel, Election Judge
Lollie Jensen, Election Judge
Mary Sorenson, Election Judge
Twyla Vanderweerd, Election Judge
Alex Kuenzli, Student Judge

Blaine W-3 P-3

Way of the Lord Church, 804 131st AVE NE, Blaine, MN 55434

Thirupurasundari Krishnamurthy, Head Judge
Lilybeth Wilkins, Head Judge
Geraldine Buck, Election Judge
Thomas Cain, Election Judge
Kristin Pedrow, Election Judge

Poll Worker Report, 2024 Statewide Election

Alice Percy, Election Judge
Michael Pivovar, Election Judge
Lynn Radtke, Election Judge

Blaine W-3 P-4

Johnsville Elementary School, 991 125th AVE NE, Blaine, MN 55434
Steven Fortman, Head Judge
Karen Varian, Head Judge
Michael Clemson, Technology Judge
Carmen Whiting, Technology Judge
Wade Benson, Election Judge
Diane Bohlman, Election Judge
Sharol Drake, Election Judge
Kern Mosher, Election Judge

Blaine W-3 P-5

Oak Park Community Church, 12050 Aberdeen ST NE, Blaine, MN 55449
William Pangburn, Head Judge
Donald Streng, Technology Judge
Christina Katke, Election Judge
Abby Kjos, Election Judge
Sandra Moinicken, Election Judge
Darryl Rangel, Election Judge
Mary Selisker, Election Judge
Dale Tchida, Election Judge

Blaine W-3 P-6

Chain of Lakes Church, 2650 125th Avenue NE, Blaine, MN 55449
Jacob Geiselhart, Head Judge
Craig Schuster, Technology Judge
Jacob Flores, Election Judge
Pamela Graves, Election Judge
Timothy Hakko, Election Judge
Michele Hansen, Election Judge
Karen Marquardt, Election Judge
Wendy Pudlick, Election Judge
Andrew Youso, Election Judge

Blaine W-3 P-7

MAS of Minnesota, 12175 Aberdeen Street NE, Blaine, MN 55449
Mark Quaas, Head Judge
Harlan Wells, Head Judge
Paul Jackson, Technology Judge
William Binder, Election Judge
Shawn Girgen, Election Judge
Bethany McCulloch, Election Judge
Michael Mercier, Election Judge
Paulette Orlicki, Election Judge
Brian Parent, Election Judge

Blaine W-3 P-8

Sunrise Elementary School, 12576 Lever Street NE, Blaine, MN 55449
Richard Nordlund, Head Judge
Nancie Sorenson, Head Judge
Cal Strelau, Technology Judge
James Hoglund, Election Judge
Pamela Madrid, Election Judge

Poll Worker Report, 2024 Statewide Election

Ann Martin, Election Judge

Phyllis Otis, Election Judge

2026 Statewide Election, Primary

Worker Assignments by Precinct

Blaine W-1 P-1

Lisa Anderson
Nathan Gaede
Celeste Mullens
Karen Schmitt
Diane Shallue
Lynn Stone

Blaine W-1 P-2

Orville Lindquist
John Morency
Shila Desai
Allen Glass
Orlen Lewis
Myrna Thomas

Blaine W-1 P-3

Marna McComb
Terry Wold
Wayne Jacobson
Jeanne Jakel
Lorinda Kie
Ronda Mulder
Cheree Murphy

Blaine W-1 P-4

Dana Jaques
Mary Loberg
Bruce Anderson
Susan Langenbrunner
Colleen Meyers
Stephen Rice
Jennette Spader

Blaine W1 P5

Lynda Myhre
Frances Sorensen
Melissa Robinson
Megan Everhart
Jacqueline Lundemo
Pamela Madrid
Nancy Stutzman

Blaine W-1 P-6

Milton Massaquoi
Joseph Adler
Kari Briscoe
Jennifer Eng
Shamina Hildreth
Carla Madeux
Elizabeth Weller

Blaine W-1 P-7

John Hatinen
Nicole Aune
Julia Corneil-Smith
Rosemary Hinsverk
Rita Pfeiffer
Jeff Rosenberg
Joan Sheffer

Blaine W-1 P-8

William Brandow
Jeff Gable
Larry Mickelson
Sandra Moinicken
Jason Nguyen
Shirly Roehl

Blaine W-1 P-9

Deby Mullen

David Anderson
Cindy Burton
Leila Larson
Lance Lanvadowska
Maureen Monkeliën

2026 Statewide Election, Primary

Worker Assignments by Precinct

Blaine W-2 P-1

Rebecca Shaw
Lori Balma
Marian Cook
Sharon Erickson
Maia Gunderson
Karol Herr
Robert J. Moffitt
Hilary Wright

Blaine W-2 P-2

Justin Ernst
Shannon McLean
Carol Collins
Beverly Herkenratt
Victor Johnson
Denise Liebrecht
Joan Wacha

Blaine W-2 P-3

Steven Holm
Karen Nelson
Kahlid Haidari
Shelly Olson
Guoping Wu

Blaine W-2 P-4

Roderick Vold
Debra Engblom
Paul Harris
Scott Lund
Timothy Nordin
Carol Wasik
Jacob Sheck

Blaine W-2 P-5

Tabetha Jo Finton
Jessica Nelson
Donald Olson
Gary Berg
Dale Bergstrom
Kevin Hoepker
Deborah Olson

Blaine W-2 P-6

Aileen Craven
Patti Mogensen
Bruce Griebel
Victoria Jones
Cory Lange
Barbara Lind
Ann Summerfield

Blaine W-2 P-7

Mitchell Sawh
Kathy Brodzinski
Kathleen Dobresh
Ashley Schoenborn
Kelly Urista

Blaine W-2 P-8

Juliane Kvalbein
Annette Beseman
Carolynn Carleton
Rachel Kahler
Christine Kendall
Avis Soderstrom

Blaine W-2 P-9

Kim Olson
Cheryl Bailey
William Binder
Teresa Blossom
Dana Erickson
Henry Hanten

2026 Statewide Election, Primary

Worker Assignments by Precinct

Blaine W-3 P1

Daniel Bisila
Lori Dow Akers
Michael Englehorn
Lynn Godfrey
Phillip Knoll
Thomas LaVaque
Frank Maixner

Blaine W-3 P-2

Benjamin Adair
Lollie Jensen
Debra Griebel
Catherine Houston
Laura Shrake

Blaine W-3 P-3

Thirupurasundari Krishnamurthy
Lilybeth Wilkins
Geraldine Buck
Elizabeth Jacobs-Pass
Richard Lane
Daniela Lopez Moran
Michael Padmore
James Shrake

Blaine W-3 P-4

Eric Rehnberg
Karen Varian
Wade Benson
Diane Bohlman
Devin Gast
Ruth Lupa

Blaine W-3 P-5

William Pangburn
Carolyn Panning
Barak Griffis
Christina Katke
Laurie Lund
Darryl Rangel
Mary Selisker
Dale Tchida

Blaine W-3 P-6

Jacob Geiselhart
Craig Schuster
Melissa Brandjord
Amy Cory
Michele Hansen
Linda Herman
Karen Marquardt

Blaine W-3 P-7

Harlan Wells
Paul Jackson
William Brandon
Michael Mercier
Cynthia Thalhuber
Karla Weinand

Blaine W-3 P-8

Nancie Sorenson
Cal Strelau
AJ Jacobson
Phyllis Otis
Tracy Rajala
James Thalhuber
James Varpness



City of Blaine Staff Report

File Number: 2026-140

Agenda Date	Status
July 6, 2026	
In Control	File Type
City Council	Motion

Approval of Consent Agenda: - Cathy Sorensen, City Clerk

Agenda Item # 7.4

Approve a Temporary On-Sale Intoxicating Liquor License for Sgt. John Rice VFW at the 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.

Background

Sgt. John Rice VFW has submitted a special event application as part of a benefit for St. Jude Children's Hospital on August 15 from 10AM until 2PM. The event will include music, outdoor grilling, and alcohol service, which requires approval of a temporary liquor license. The applicant has submitted all required documents for the liquor license, including a certificate of liability insurance naming the city as additional insured. Approximately 100 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 August 15, 2026.

Attachment List

None



City of Blaine

Staff Report

File Number: RES 26-141

Agenda Date	Status
July 6, 2026	
In Control	File Type
City Council	Resolution

Approval of Consent Agenda: - Cathy Sorensen, City Clerk

Agenda Item # 7.5

Resolution Approving a Premise Permit for Lawful Gambling Activity for Centennial Football Boosters at Stella's Blaine, 4365 Pheasant Ridge Drive, Suite 102, Blaine, MN 55434

Executive Summary

Council is being asked to approve a premise permit for Centennial Football Boosters at Stella's Blaine, 4365 Pheasant Ridge Drive, Suite 102, to conduct charitable gambling.

Background

Centennial Football Boosters' gambling manager has submitted an application to conduct charitable gambling at Stella's Blaine, 4365 Pheasant Ridge Drive, Suite 102. If approved, they will conduct paper pull tabs with dispensing devices, electronic pull tabs and electronic bingo. A copy of the lease for lawful gambling and the premise permit application for the State Gambling Control Board are attached.

Per code, no organization may maintain more than five lawful gambling locations in the City at one time. If approved, this will be their fourth location. Background investigations have been completed and nothing was found to disqualify the organization from obtaining this permit.

The Gambling Control Board may not issue a lease for charitable gambling within a city unless a sponsoring organization obtains approval through a resolution to the Gambling Control Board or otherwise forfeit their gambling activities.

Strategic Plan Relationship

This item relates to the economic development 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

N/A

Public Outreach/Input

N/A

Staff Recommendation

Adopt a resolution approving a new premise permit for Centennial Football Boosters at Stella's Blaine, 4365 Pheasant Ridge Drive, Suite 102, Blaine, MN 55434

Attachment List

1. Premise Permit Holders, Lease & Application



City of Blaine

Signature Copy

Resolution: RES 26-141

Resolution Approving a Premise Permit for Lawful Gambling Activity for Centennial Football Boosters at Stella's Blaine, 4365 Pheasant Ridge Drive, Suite 102, Blaine, MN 55434

WHEREAS, Centennial Football Boosters has submitted an application for a premise permit to allow charitable gambling to be conducted at Stella's Blaine, 4365 Pheasant Ridge Drive, Suite 102, Blaine, MN 55434; and

WHEREAS, Minnesota Statute 349.213, Subd. 2, states that the Gambling Control Board may not issue a new premise permit for charitable gambling within a city unless the City Council approves the premise permit within ninety (90) days from the date of their application for the new premise permit.

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

The application for the premise permit for the purpose of conducting charitable gambling is hereby approved.

A certified copy of this resolution shall be provided to the applicants as soon as possible for submittal to the Gambling Control Board.

PASSED by the City Council of the City of Blaine this 6th day of July, 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 109 th 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	The Ball Park Twin Cities 10650 Baltimore St NE	May 2024
Blaine Youth Hockey	Ole Piper Inn 1416 – 93 rd 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 Pizza Pub Prime 2190 105 th Ave NE	December 2007 December 2007 January 2011 May 2018 June 2026
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 Stella's Blaine 4365 Pheasant Ridge Dr. NE #102	April 2022 February 2025 August 2025 July 2025 - Pending CC Approval
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 109 th 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	December 2022

City of Blaine
2026 Gambling Premise Permit License Holders

	On the Green 12571 Central Ave NE	March 2024
--	---	-------------------

LG215 Lease for Lawful Gambling Activity**LEASE INFORMATION**

Organization: Centennial Football Boosters	License/Site Number: 93215	Daytime Phone: 651-274-0111
Address: PO Box 164	City: Clute pines	State: Zip: MN 55014
Name of Leased Premises: Stella's Blaine	Street Address: 436 S Pheasant Ridge dr NE #102	
City: Blaine	State: Zip: MN 55449	Daytime Phone:
Name of Legal Owner: Jose Rubio	Business/Street Address: 7050 Scandia trl. N.	
City: Forest Lake	State: Zip: MN 55025	Daytime Phone: 920.393.0760
Name of Lessor (if same as legal owner, write "SAME"): "same"	Address:	
City:	State: Zip:	Daytime Phone:

Check applicable item:

- ☒ **New or amended lease.** Effective date: _____. Submit changes at least ten days **before** the effective date of the change.
- ☐ **New owner.** Effective date: _____. Submit new lease **within** ten days after new lessor assumes ownership.

CHECK ALL ACTIVITY THAT WILL BE CONDUCTED (no lease required for raffles)

- | | |
|--|---|
| ☒ Pull-Tabs (paper) | ☒ Electronic Pull-Tabs |
| ☐ Pull-Tabs (paper) with dispensing device | ☒ Electronic Linked Bingo |
| ☐ Bar Bingo ☐ Bingo | Electronic games may only be conducted: |
| ☐ Tipboards | 1. at a premises licensed for the on-sale of intoxicating liquor or the on-sale of 3.2% malt beverages; or |
| ☐ Paddlewheel ☐ Paddlewheel with table | 2. at a premises where bingo is conducted as the primary business and has a seating capacity of at least 100. |

PULL-TAB, TIPBOARD, AND PADDLEWHEEL RENT (separate rent for booth and bar ops)

BOOTH OPERATION: Some or all sales of gambling equipment are conducted by an employee/volunteer of a licensed organization at the leased premises.

ALL GAMES, including electronic games: Monthly rent to be paid: ____%, not to exceed **10%** of gross profits for that month.

- Total rent paid from all organizations for only booth operations at the leased premises **may not exceed \$1,750**.
- The rent cap does not include BAR OPERATION rent for electronic games conducted by the lessor.

BAR OPERATION: All sales of gambling equipment conducted by the lessor or lessor's employee.

ELECTRONIC GAMES: Monthly rent to be paid: 15%, not to exceed **15%** of the gross profits for that month from electronic pull-tab games and electronic linked bingo games.

ALL OTHER GAMES: Monthly rent to be paid: 20%, not to exceed **20%** of gross profits from all other forms of lawful gambling.

- If any booth sales conducted by a licensed organization at the premises, rent may not exceed **10%** of gross profits for that month and is subject to booth operation **\$1,750** cap.

BINGO RENT (for leased premises where bingo is the primary business conducted, such as bingo hall)

Bingo rent is limited to one of the following:

- Rent to be paid: ____%, not to exceed **10%** of the monthly gross profit from all lawful gambling activities held during bingo occasions, excluding bar bingo.
- OR -
- Rate to be paid: \$ _____ per square foot, not to exceed 110% of a comparable cost per square foot for leased space, as approved by the director of the Gambling Control Board. The lessor must attach documentation, verified by the organization, to confirm the comparable rate and all applicable costs to be paid by the organization to the lessor.
 - ⇒ **Rent may not be paid for bar bingo.**
 - ⇒ Bar bingo does not include bingo games linked to other permitted premises.

LEASE TERMINATION CLAUSE (must be completed)

The lease may be terminated by either party with a written 60 day notice. Other terms:

LG215 Lease for Lawful Gambling Activity

6/15 Page 2 of 2

Lease Term: The term of this agreement will be concurrent with the premises permit issued by the Gambling Control Board (Board).

Management: The owner of the premises or the lessor will not manage the conduct of lawful gambling at the premises. The organization may not conduct any activity on behalf of the lessor on the leased premises.

Participation as Players Prohibited: The lessor will not participate directly or indirectly as a player in any lawful gambling conducted on the premises. The lessor's immediate family and any agents or gambling employees of the lessor will not participate as players in the conduct of lawful gambling on the premises, except as authorized by Minnesota Statutes, Section 349.181.

Illegal Gambling: The lessor is aware of the prohibition against illegal gambling in Minnesota Statutes 609.75, and the penalties for illegal gambling violations in Minnesota Rules 7865.0220, Subpart 3. In addition, the Board may authorize the organization to withhold rent for a period of up to 90 days if the Board determines that illegal gambling occurred on the premises or that the lessor or its employees participated in the illegal gambling or knew of the gambling and did not take prompt action to stop the gambling. Continued tenancy of the organization is authorized without payment of rent during the time period determined by the Board for violations of this provision, as authorized by Minnesota Statutes, Section 349.18, Subd. 1(a).

To the best of the lessor's knowledge, the lessor affirms that any and all games or devices located on the premises are not being used, and are not capable of being used, in a manner that violates the prohibitions against illegal gambling in Minnesota Statutes, Section 609.75.

Notwithstanding Minnesota Rules 7865.0220, Subpart 3, an organization must continue making rent payments under the terms of this lease, if the organization or its agents are found to be solely responsible for any illegal gambling, conducted at this site, that is prohibited by Minnesota Rules 7861.0260, Subpart 1, item H, or Minnesota Statutes, Section 609.75, unless the organization's agents responsible for the illegal gambling activity are also agents or employees of the lessor.

The lessor must not modify or terminate the lease in whole or in part because the organization reported, to a state or local law enforcement authority or to the Board, the conduct of illegal gambling activity at this site in which the organization did not participate.

Other Prohibitions: The lessor will not impose restrictions on the organization with respect to providers (distributor or linked bingo game provider) of gambling-related equipment and services or in the use of net profits for lawful purposes.

The lessor, the lessor's immediate family, any person residing in the same residence as the lessor, and any agents or employees of the lessor will not require the organization to perform any action that would violate statute or rule. The lessor must not modify or terminate this lease in whole or in part due to the lessor's violation of this provision. If there is a dispute as to whether a violation occurred, the lease will remain in effect pending a final determination by the Compliance Review Group (CRG) of the Board. The lessor agrees to arbitration when a violation of this provision is alleged. The arbitrator shall be the CRG.

Access to Permitted Premises: Consent is given to the Board and its agents, the commissioners of revenue and public safety and their agents, and law enforcement personnel to enter and inspect the permitted premises at any reasonable time during the business hours of the lessor. The organization has access to the premises during any time reasonable and when necessary for the conduct of lawful gambling.

Lessor Records: The lessor must maintain a record of all money received from the organization, and make the record available to the Board and its agents, and the commissioners of revenue and public safety and their agents upon demand. The record must be maintained for 3-1/2 years.

Rent All-Inclusive: Amounts paid as rent by the organization to the lessor are all-inclusive. No other services or expenses provided or contracted by the lessor may be paid by the organization, including but not limited to:

- trash removal
- electricity, heat
- snow removal
- storage
- janitorial and cleaning services
- other utilities or services
- lawn services
- security, security monitoring
- cost of any communication network or service required to conduct electronic pull-tabs games or electronic bingo
- in the case of bar operations, cash shortages.

Any other expenditures made by an organization that is related to a leased premises must be approved by the director of the Board. Rent payments may not be made to an individual.

ACKNOWLEDGMENT OF LEASE TERMS

I affirm that this lease is the total and only agreement between the lessor and the organization, and that all obligations and agreements are contained in or attached to this lease and are subject to the approval of the director of the Gambling Control Board.

Other terms of the lease:

Signature of Lessor:

Date:

Signature of Organization Official (Lessee):

Date:

Print Name and Title of Lessor:

Print Name and Title of Lessee:

Questions? Contact the Licensing Section, Gambling Control Board, at 651-539-1900. This publication will be made available in alternative format (i.e. large print, braille) upon request. **Data privacy notice:** The information requested on this form and any attachments will become public information when received by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.

Mail or fax lease to:

Minnesota Gambling Control Board
1711 W. County Road B, Suite 300 South
Roseville, MN 55113

Fax: 651-639-4032

LG214 Premises Permit Application**Annual Fee \$150 (NON-REFUNDABLE)****REQUIRED ATTACHMENTS TO LG214**

1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity**.
2. \$150 annual premises permit fee, for each permit (non-refundable). Make check payable to **"State of Minnesota."**

Mail the application and required attachments to:

Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions? Call 651-539-1900 and ask for Licensing.**ORGANIZATION INFORMATION**

Organization Name: Centennial HS Football Boosters License Number: 93215
 Chief Executive Officer (CEO) Eric Simmons Daytime Phone: 612-223-0420
 Gambling Manager: Autumn Gohnan Daytime Phone: 681-274-0111

GAMBLING PREMISES INFORMATIONCurrent name of site where gambling will be conducted: Stella's Blaine

List any previous names for this location:

Luays Bugar Bonnie Wood GrillStreet address where premises is located: 4365 Pleasant Lodge dr. NE #102
(Do not use a P.O. box number or mailing address.)

City: Blaine **OR** Township: _____ County: Anoka Zip Code: 55014

Does your organization own the building where the gambling will be conducted?

☐ Yes☒ No

If no, attach LG215 Lease for Lawful Gambling Activity.

A lease is not required if only a raffle will be conducted.

Is any other organization conducting gambling at this site?

☐ Yes☒ No☐ Don't know

Note: Bar bingo can only be conducted at a site where another form of lawful gambling is being conducted by the applying organization or another permitted organization. Electronic games can only be conducted at a site where paper pull-tabs are played.

Has your organization previously conducted gambling at this site?

☐ Yes☐ No☐ Don't know**GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA**Bank Name: First Resource bank Bank Account Number: 121499Bank Street Address: 7949 Village dr. City: Lino Lakes State: **MN** Zip Code: 55014**ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES**

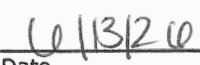
Address (Do not use a P.O. box number):	City:	State:	Zip Code:
<u>Freeway Mini Storage</u>	<u>Columbus</u>	MN	<u>55025</u>
<u>14974 Freeway Drive.</u>		MN	
<u>882 Old Birch St.</u>	<u>Lino Lakes</u>	MN	<u>55014</u>

ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: _____	County Name: _____
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date Signed: _____	Title: _____ Date Signed: _____
Local unit of government must sign.	TOWNSHIP NAME: _____ Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date Signed: _____

ACKNOWLEDGMENT AND OATH

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises. 2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law. 3. I have read this application and all information submitted to the Board is true, accurate, and complete. 4. All required information has been fully disclosed. 5. I am the chief executive officer of the organization. | <ol style="list-style-type: none"> 6. I assume full responsibility for the fair and lawful operation of all activities to be conducted. 7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them. 8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect. 9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license. 10. I understand the fee is non-refundable regardless of license approval/denial. |
|--|---|

 _____ Signature of Chief Executive Officer (designee may not sign)	 _____ Date
--	---

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public

information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information;

Minnesota's Department of Public Safety, Attorney General, Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format, i.e. large print, braille, upon request.

An equal opportunity employer



City of Blaine Staff Report

File Number: RES 26-116

Agenda Date	Status
July 6, 2026	
In Control	File Type
City Council	Resolution

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

Agenda Item # 7.6

Resolution Granting Final Plat Approval to Subdivide 1.55 acres into 1 Lot to be Known as North Meadows Fourth Addition at 10903 Austin Street NE. Wellington Management Inc. (Case File No. 26-0033/SLK)

Executive Summary

The applicant is proposing a one lot plat for the development of a bank.

Background

Planning Commission Public Hearing	December 9, 2025
City Council (Preliminary Plat)	January 5, 2026
City Council (Final Plat)	July 6, 2026
Action Deadline	August 1, 2026

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

The final plat is consistent with the approved preliminary plat, Resolution No. 26-10.

Evaluation of Request

Planning Analysis

Current Zoning

The property is zoned Development Flex (DF).

Land Use Designation

The subject site is designated Planned Industrial/Planned Commercial (PI/PC) in the City's Comprehensive Land Use Plan. The PC designation is to accommodate commercial, retail and office uses in a planned, cohesive style of development. Planned commercial areas are in areas with good

visibility and access from major roadways and are sufficiently sized to accommodate a larger-scale planned design and concept. The proposal meets this designation with the following uses: commercial, retail and office in a planned development.

Existing Conditions

The site is currently an outlot with frontage on Austin Street and 109th Avenue. The site is vacant with no existing buildings.

History

The vacant parcel was platted as an outlot for future development in 2026 (North Meadows 3rd Addition). On March 2, 2026, a Conditional Use Permit (CUP) was approved by the City Council for a bank use for proposed Lot 1.

Plat

One lot is proposed:

- Lot 1: 1.55 acres

The DF district does not have minimum lot size requirements. Lot 1 Block 1 is planned for a bank building.

Setbacks

Building

- Front: 50 feet
- Side: 15 feet
- Rear: 20 feet

Parking

- Front: 30 feet
- Side: 15 feet
- Rear: 15 feet

Landscaping

Landscaping will be reviewed at the time of building permit.

Tree Preservation

There are currently no trees on site.

Park Dedication

Park dedication is required for the development of 1 new lot (1.55 acres), based on a proposed 2026 rate of \$7,820 per acre. This results in a total park dedication fee of \$12,121. The fee must be paid prior to the issuance of a building permit and will be calculated using the per-acre rate in effect at the time of payment.

Engineering Analysis

Grading/Storm Drainage

The proposed plat does not include any alterations to the existing grading or storm water drainage patterns on the property at this time. Further review will occur during the building permit process.

Utilities

The proposed lot will utilize the currently approved shared private utility system for the area. No new public connections are proposed.

Wetlands/Watershed/FEMA

There are no known wetlands on the subject property. There are no FEMA flood plain on the subject property. A Rice Creek Watershed District review will occur during the building permit process.

Access/Street Design/Sidewalks/Trails

The development will utilize the currently approved shared access drive. No new access point will be granted. No additional street design, sidewalks or trails will be required.

Easements/Right-of-way/Permits

The developer will need to obtain any and 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.

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. Final Plat
2. Zoning and Location Map



City of Blaine

Signature Copy

Resolution: RES 26-116

Resolution Granting Final Plat Approval to Subdivide 1.55 acres into 1 Lot to be Known as North Meadows Fourth Addition at 10903 Austin Street NE. Wellington Management Inc. (Case File No. 26-0033/SLK)

WHEREAS, an application has been filed by North Meadows LLC. as Case File No. 26-0033 for a final plat known as North Meadows Fourth Addition; and

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

Outlot B, North Meadows Third Addition

WHEREAS, the Blaine City Council granted preliminary plat approval on date, subject to the conditions as contained in Blaine City Council Resolution No. 26-10; 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 North Meadows Fourth Addition 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 North Meadows Fourth 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. A copy of the shared access/parking agreement with the adjacent site must be submitted to the Planning Department prior to any work being allowed on site.
3. Park dedication is required prior to a building permit being issued and is due at the rate in effect at the time the payment is received by the City. If paid in 2026, \$12,121.00 is due.

PASSED by the City Council of the City of Blaine this 6th day of July, 2026.

NORTH MEADOWS FOURTH ADDITION

CITY OF BLAINE
COUNTY OF ANOKA
SEC. 14, TWP. 31, RGE. 23

KNOW ALL PERSONS BY THESE PRESENTS: That Magnifi Financial Credit Union, a Minnesota state-chartered credit union, owner of the following described property:

OUTLOT B, NORTH MEADOWS THIRD ADDITION, Anoka County, Minnesota.

Has caused the same to be surveyed and platted as NORTH MEADOWS FOURTH ADDITION.

In witness whereof said Magnifi Financial Credit Union, a Minnesota state-chartered credit union, has caused these presents to be signed by its proper officer this ____ day of _____, 20 ____.

MAGNIFI FINANCIAL CREDIT UNION

Chuck Friedrichs, Chief Executive Officer

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20 ____ by Chuck Friedrichs, Chief Executive Officer of Magnifi Financial Credit Union, a Minnesota state-chartered credit union.

(Signed)

(Printed)
Notary Public, _____
My commission expires _____

I Kevin C. McCain 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 ____.

Kevin C. McCain, Licensed Land Surveyor
Minnesota License No. 58542

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this ____ day of _____, 20 ____ by Kevin C. McCain, a Licensed Land Surveyor, Minnesota License No. 58542.

(Signed)

(Printed)
Notary Public, _____
My commission expires _____

CITY COUNCIL, CITY OF BLAINE, MINNESOTA

This plat of NORTH MEADOWS FOURTH 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. Zieglsmeier
Anoka County Surveyor

For the purposes of this plat, the South line of Outlot B, NORTH MEADOWS THIRD ADDITION, is assumed to have a bearing of North 89 degrees 31 minutes 54 seconds West.

LEGEND

- Denotes found 5/8 inch by 14 inch rebar, marked with license number 58542, unless otherwise noted
- Δ — Denotes Right of Access dedicated on the plat of NORTH MEADOWS THIRD ADDITION

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

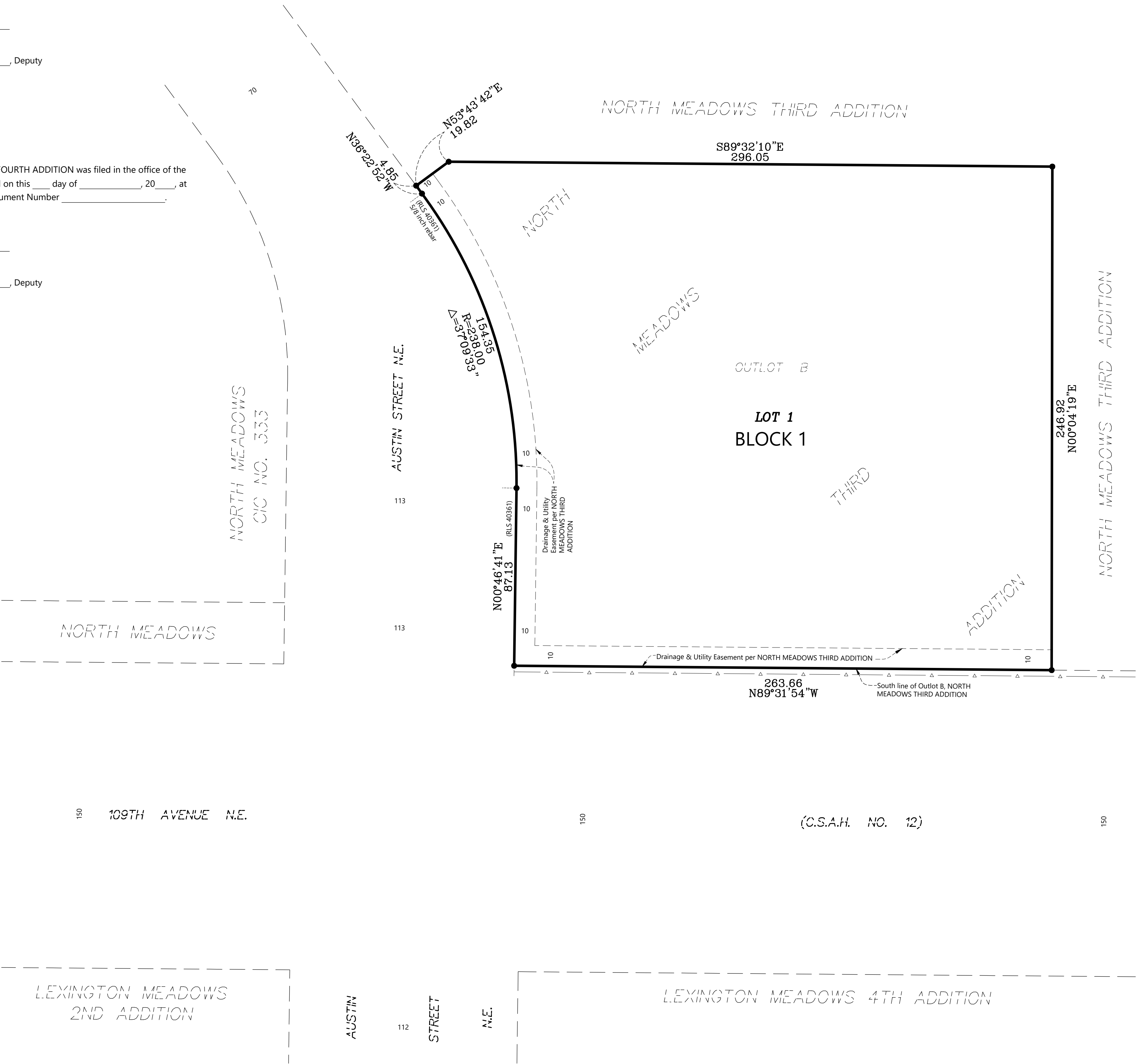
COUNTY RECORDER/REGISTRAR OF TITLES

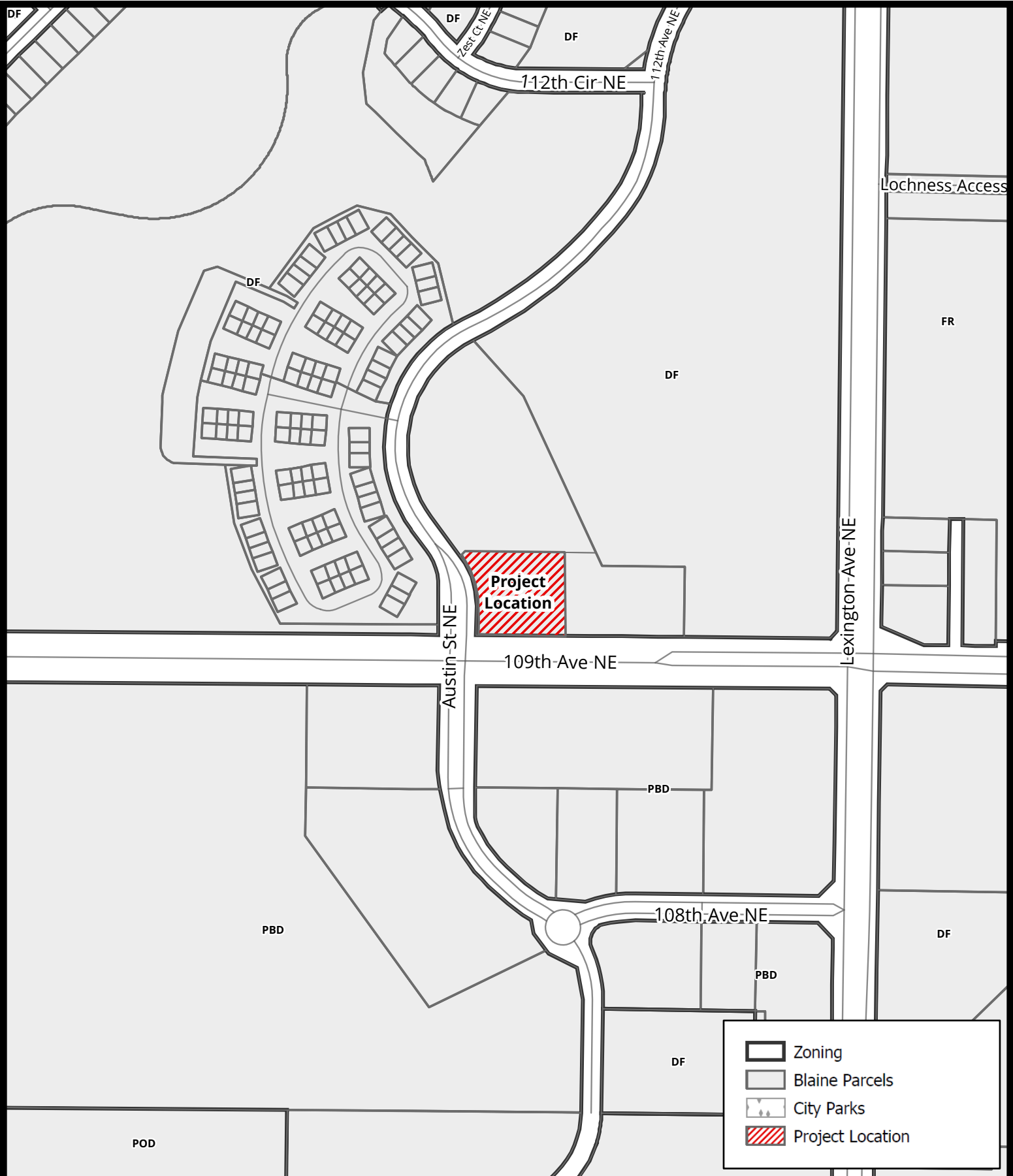
County of Anoka, State of Minnesota

I hereby certify that this plat of NORTH MEADOWS FOURTH 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





Case File No. 26-0033

North Meadows Fourth Addition

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

0 0.03 0.05 0.1 Miles

Scale: 1:4,456





City of Blaine Staff Report

File Number: RES 26-90

Agenda Date	Status
July 6, 2026	
In Control	File Type
City Council	Resolution

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

Agenda Item # 7.7

Resolution Approving a Contract for Flood Mitigation and Storm Shelter Planning

Executive Summary

The City received two grants for severe weather preparedness planning related to manufactured home park communities. This resolution approves a contract for \$86,999 with Two Degrees of Depth for all consultant costs associated with both grants.

Background

City staff identified flooding and storm shelter capacity as safety concerns for manufactured home park residents and secured grant funding for several planning and feasibility tasks to mitigate the impact of flooding and severe storms. Consultants qualified to complete the scope of work are limited.

The project was initially limited to flood mitigation. Staff contacted LHB, who completed extreme heat planning in Hopkins, who declined to provide a proposal, but recommended Two Degrees of Depth. Staff received a proposal from the Sustainable Building Center at the University of Minnesota, and solicited a proposal from Slipstream, but ultimately they declined to propose.

Staff selected Two Degrees of Depth as the consultant for the flood mitigation project, which does not require city council approval at a cost of \$43,000. Two Degrees of Depth identified additional funding for the flood mitigation project and met with staff to discuss potential other needs, resulting in the City of Blaine submitting an application to the Minnesota Pollution Control Agency LCA-Planning grant program for flood mitigation and shelter planning.

The original grant from Metropolitan Council serves as the required local match for that program. Since Two Degrees of Depth was selected in accordance with the City's purchasing policy for the initial scope of work, staff recommends approval of a contract for \$86,999 (the full amount of both grants less staff time). Utilizing a different consultant for the additional flood mitigation and all storm shelter planning tasks would not be feasible given the interconnected nature of the work, and the dependence on

building effective relationships with manufactured home park residents for both projects.

A contract with Two Degrees of Depth, including the scope of work, is attached.

Strategic Plan Relationship

A key element of consultant selection was experience communicating with residents about flooding. The selected consultant has extensive expertise in the area, which will support the strategic plan goal to improve trust in government through effective communication about a challenging topic.

Board/Commission Review

Not applicable.

Financial Impact

The contract includes a total fixed price clause limiting the total expenditure to \$86,999, which will be covered in entirety by grant funds.

Public Outreach/Input

Flood mitigation and storm shelter planning were identified as resident concerns through one listening session at Park of Four Seasons and several informal conversations with residents. The contract includes several public outreach components.

Staff Recommendation

By motion, adopt the resolution.

Attachment List

1. Contract



City of Blaine

Signature Copy

Resolution: RES 26-90

Resolution Approving a Contract for Flood Mitigation and Storm Shelter Planning

WHEREAS, the City of Blaine received grant funds from the Minnesota Pollution Control Agency and Metropolitan Council for severe weather preparedness planning in manufactured home parks; and

WHEREAS, the consultant costs under both grants total \$86,999; and

WHEREAS, Two Degrees of Depth was identified as the most qualified consultant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine hereby approves a contract for \$86,999 with Two Degrees of Depth for grant funded severe weather preparedness planning.

PASSED by the City Council of the City of Blaine this 6th day of July, 2026.

PROFESSIONAL SERVICES AGREEMENT

City of Blaine, Minnesota and Two Degrees Adapt, LLC

This Professional Services Agreement (the “**Agreement**”) is made and entered into as of **July 6, 2026** (the “**Effective Date**”), by and between the **City of Blaine**, a Minnesota municipal corporation, 10801 Town Square Drive NE, Blaine, MN 55449 (the “**City**”), and **Two Degrees Adapt, LLC**, a Minnesota limited liability company, 400 S 4th St Ste 401-45, Minneapolis, MN 55415 (the “**Consultant**”). The City and the Consultant are each a “**Party**” and together the “**Parties**.”

RECITALS

A. The City has been awarded two grants to support manufactured-home community resilience and floodplain planning in Blaine, Minnesota: (i) a Livable Communities Act Policy & Program Development grant from the Metropolitan Council, Grant No. SG-23HP-03 (the “**Met Council Grant**”), funded through the U.S. Department of Housing and Urban Development’s Pathways to Reducing Obstacles to Housing (PRO Housing) program; and (ii) a Local Climate Action Planning grant from the Minnesota Pollution Control Agency, SWIFT Contract No. 288918 (the “**MPCA Grant**”) (each a “Grant” and together the “Grants”).

B. The City desires to retain the Consultant to perform professional planning services in furtherance of the Grants, and the Consultant desires to perform those services, on the terms set forth in this Agreement and in the attached Exhibit A (Met Council scope) and Exhibit B (MPCA scope).

C. Each Grant is a reimbursement grant: the City pays the Consultant and is in turn reimbursed by the applicable grantor. The Consultant’s compensation under this Agreement is a firm fixed price per deliverable.

D. The MPCA Grant requires the City to provide a local cash match of not less than fifty percent (50%) of the MPCA Grant amount. The Parties acknowledge that this match is satisfied through specified Exhibit A deliverables whose scope also serves the MPCA project, as described in Section (§) 5, and that the match is an accounting attribution only and creates no additional payment obligation to the Consultant.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the Parties agree as follows:

1. Agreement Documents; Order of Precedence

This Agreement consists of this base agreement and the following exhibits, each of which is incorporated by reference:

- Exhibit A — Metropolitan Council LCA Grant Scope of Work and Deliverable Pricing;
- Exhibit B — MPCA Local Climate Action Grant Scope of Work and Deliverable Pricing.

In the event of a conflict among the documents comprising this Agreement, the order of precedence is: (1) the applicable Grant agreement between the City and the grantor, solely with respect to requirements that the grantor imposes on the City and that the City must flow down; (2) this base agreement; and (3) Exhibit A or Exhibit B, as applicable to the deliverable in question. Each Exhibit governs only the scope and price of the deliverables described in that Exhibit. Where a deliverable is

funded by the Met Council Grant, the Met Council Grant agreement controls grantor-imposed requirements; where a deliverable is funded by the MPCA Grant, the MPCA Grant agreement (including its Attachment A) controls grantor-imposed requirements.

2. Scope of Services

The Consultant shall perform the services and produce the deliverables described in Exhibit A and Exhibit B (collectively, the “Services”) in a professional manner consistent with the standard of care described in § 13. The Services are organized as discrete, separately priced deliverables. The controlling description of scope is the applicable Grant agreement and its incorporated workplan; where a pre-award scoping document differs from the Grant agreement or workplan, the Grant agreement and workplan control.

Changes. The Parties may change the scope, deliverables, schedule, or price only by a written amendment signed by an authorized representative of each Party (a “Change Order”). The Consultant is not obligated to perform, and the City is not obligated to pay for, work outside the scope of an Exhibit unless and until a Change Order is executed. The Parties acknowledge that a Change Order affecting Grant-funded work may also require the prior written approval of the applicable grantor and, for the MPCA Grant, may require a grantor change order or amendment executed in advance of the work.

3. Term

This Agreement is effective on the Effective Date and, unless earlier terminated under § 12, expires on **June 30, 2027** (the “Expiration Date”). Notwithstanding the Expiration Date, the Consultant’s performance of any deliverable must be completed within the project activity period of the Grant that funds it. The Parties acknowledge that the Met Council Grant’s project activity period extends to December 31, 2027; if any Exhibit A deliverable is scheduled to be performed after the Expiration Date, the Parties shall extend this Agreement by written amendment before that work proceeds. The following provisions survive expiration or termination, along with any others that by their nature are intended to survive: payment, retainage release, ownership of work product, confidentiality, indemnification, limitation of liability, records and audit, and governing law.

4. Compensation; Firm Fixed Price

The City shall pay the Consultant a firm fixed price for each deliverable as set forth in Exhibit A and Exhibit B. The total fixed price under this Agreement is **Eighty-Six Thousand Nine Hundred Ninety-Nine and 00/100 Dollars (\$86,999.00)**, comprising **\$43,000.00** under Exhibit A (Met Council Grant) and **\$43,999.00** under Exhibit B (MPCA Grant). Each deliverable price is inclusive of all of the Consultant’s labor, overhead, subcontractor costs, materials, fabrication, translation, travel, and other expenses required to complete that deliverable. Except as set forth in an executed Change Order, the Consultant is entitled to no additional compensation, and no separate reimbursement of expenses is owed.

Invoicing. The Consultant invoices each deliverable on acceptance under the 90/10 billing structure in § 6 (ninety percent of the deliverable price on acceptance, with the remaining ten percent billed as a retainage invoice per Exhibit at completion). Each invoice shall identify the Agreement, the applicable Grant, the deliverable(s) invoiced, the fixed price, the amount billed, and any supporting detail reasonably required by the applicable grantor. For each Exhibit B invoice, the Consultant shall concurrently provide a written project status update sufficient to satisfy the MPCA’s requirement that

a status update accompany every invoice; the City is not obligated to submit an Exhibit B invoice to the MPCA without it.

5. Reimbursement Structure and Cash Match

The Parties acknowledge that payment to the Consultant depends on grantor reimbursement to the City. The City shall act in good faith and with diligence to obtain reimbursement, including by submitting the Consultant's invoices and required status content to the applicable grantor promptly as required by § 7.

Cash match. The MPCA Grant requires a local cash match of not less than 50% of the MPCA Grant funds, equal to \$24,999.50. This match is sourced entirely from three Exhibit A deliverables whose scope also serves the MPCA project: A-4 (\$11,000.00), A-6 (\$7,000.00), and A-7 (\$6,999.50). The match is an accounting attribution of dollars already counted within the Exhibit A fixed price; it is not a separate or additional pool of funds and creates no additional payment obligation of the City to the Consultant. The City's cash-match attribution for the MPCA Grant is documented in the City's grant file and does not alter the Consultant's compensation under this Agreement.

6. Retainage; 90/10 Billing

Each Grant provides for the grantor to release the final ten percent (10%) of grant funds to the City at closeout, after the deliverables are completed and any required final report is approved. To align the Consultant's billing with that release, the Parties adopt a 90/10 billing structure rather than a City-administered holdback:

- (a) Deliverable invoices. Upon acceptance of a deliverable under § 8, the Consultant may invoice ninety percent (90%) of that deliverable's fixed price.
- (b) Retainage invoice. The Consultant may invoice the remaining ten percent (10%) of an Exhibit's deliverable prices as a single retainage invoice for that Exhibit once all of that Exhibit's deliverables have been accepted. For Exhibit B, this includes acceptance of deliverable B-4 (Final Grant Report and Project Deliverable Submission); for Exhibit A, it occurs upon acceptance of all Exhibit A deliverables. Retainage is accounted for separately for Exhibit A and Exhibit B.

Processing and payment of the retainage invoice. The City shall submit each retainage invoice to the applicable grantor within ten (10) business days after the City's receipt of a conforming retainage invoice, and shall pay the Consultant the retainage upon the earlier of:

- (a) ten (10) business days after the City's receipt of the final grantor reimbursement attributable to that Exhibit; or
- (b) one hundred fifty (150) days after the City's acceptance of all of that Exhibit's deliverables (the "forced-release backstop").

The forced-release backstop ensures the Consultant is not indefinitely deprived of earned retainage by reason of City delay in closing out a Grant after the deliverables have been accepted. Acceptance of deliverables is governed by § 8.

7. City Responsibilities; Invoice Submission and Review

As a material obligation under this Agreement, and because the Consultant's payment depends on grantor reimbursement, the City shall:

- (a) Review each Consultant invoice for completeness and conformity, and notify the Consultant of any deficiency, within ten (10) business days after receipt;
- (b) Submit each conforming Consultant invoice (together with the accompanying status content for Exhibit B) to the applicable grantor within ten (10) business days after receipt of a conforming invoice, or, if a deficiency was noticed, within ten (10) business days after the Consultant cures the deficiency;
- (c) Pay the Consultant the approved amount of each deliverable invoice within ten (10) business days after the City's receipt of the corresponding grantor reimbursement, or within forty-five (45) days after the City's receipt of a conforming invoice, whichever occurs first (the "Payment Deadline"). Payment of a retainage invoice is governed by the timing in § 6; and
- (d) Provide the Consultant with timely access to City staff, data, decisions, and approvals reasonably necessary for the Services, and timely perform the City responsibilities described in any Exhibit.

The hybrid Payment Deadline in subsection (c) is intended to protect the Consultant against delay caused by the City's failure to invoice a grantor promptly: the City's payment obligation matures on the earlier of actual reimbursement or the backstop calendar window, regardless of whether the City has by then obtained reimbursement. Undisputed amounts not paid by the Payment Deadline bear interest at the rate provided in *Minnesota Statutes* § 471.425 (prompt payment of municipal obligations).

8. Delivery and Acceptance

A deliverable is deemed accepted when the City gives written notice of acceptance, or if the City does not give written notice specifically identifying how the deliverable materially fails to conform to its description in the applicable Exhibit within ten (10) business days after delivery. If the City timely rejects a deliverable, the Consultant shall correct the identified material nonconformity and redeliver, after which the same review period applies. Acceptance by the City does not waive the applicable grantor's independent right to review and approve deliverables under the Grant.

9. Subcontractors

The Consultant is the prime contractor and is fully responsible to the City for the Services, including any portion performed by a subcontractor. The Consultant may engage subcontractors as follows:

- (a) The Consultant shall obtain the City's prior written approval of each subcontractor before that subcontractor begins work. Approval may be given after the Effective Date and need not be obtained for subcontractors at the time this Agreement is signed.
- (b) For any subcontractor performing Exhibit B (MPCA) work, including the Consultant's as-built survey subcontractor for deliverable B-3b, the Consultant shall give the City sufficient advance notice and subcontractor information to allow the City, as the MPCA's Grantee, to provide the MPCA timely notice before the subcontractor begins work, as the MPCA Grant requires. The Consultant shall document each subaward through a formal written agreement and shall not engage any vendor that is suspended or debarred by the State of Minnesota or the federal government.
- (c) The Consultant shall flow down to each subcontractor all Grant-required provisions applicable to the subcontracted work, including the nondiscrimination, equal-opportunity, records-and-audit, conflict-of-interest, and (for Met Council-funded work) § 3 and labor-

standards provisions referenced in § 16, and shall ensure subcontracts for Met Council–funded work are awarded on a fair and open competitive basis as that Grant requires.

- (d) If a grantor's authorized representative determines in writing that a subcontractor is performing unsatisfactorily, the Consultant shall, upon the City's written notice, cease using that subcontractor for Grant-funded work.

10. Ownership of Work Product; Intellectual Property

Exhibit A deliverables. All deliverables, reports, and other work product originated and prepared for the City under Exhibit A belong to the City upon acceptance and final payment for the deliverable. The Consultant retains ownership of its pre-existing materials and of generally applicable methods, know-how, and techniques used in performing the Services, and grants the City a perpetual, non-exclusive, paid-up license to use, copy, modify, and prepare derivative works of those pre-existing materials solely as embodied in the Exhibit A deliverables. The Consultant acknowledges the City's obligation under the Met Council Grant to grant the Metropolitan Council a non-exclusive, royalty-free license to reproduce and publish copyrightable materials submitted under that Grant for noncommercial purposes, and the Consultant grants the rights necessary to enable the City to satisfy that obligation.

Exhibit B deliverables. Notwithstanding the foregoing, all Works and Documents created and paid for under Exhibit B are owned by the State of Minnesota in accordance with § 12.2 of the MPCA Grant agreement. "Works" and "Documents" have the meanings given in that Section and include all reports, studies, designs, drawings, specifications, databases, materials, and electronic files conceived or prepared by the Consultant, its employees, or its subcontractors in performing the Exhibit B Services. To the extent eligible, such Works are "works made for hire," and the Consultant assigns to the State of Minnesota all right, title, and interest it may have in the Exhibit B Works and Documents. The Consultant shall execute such further documents and perform such further acts as the City or the State reasonably requests to perfect or record the State's ownership, and the Consultant shall promptly deliver the Exhibit B Documents to the City or the State upon request or upon completion, termination, or cancellation. The Consultant's warranty and indemnity against third-party intellectual-property infringement under the MPCA Grant § 12.2(B) flow down to and bind the Consultant with respect to the Exhibit B Works and Documents.

11. Confidential Information; Government Data Practices

Each Party shall hold the other's proprietary or confidential information in confidence and use it only to perform this Agreement, for two (2) years after termination, subject to customary exceptions for information that is public, independently known, or independently developed. The Consultant acknowledges that the City is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and that data created, collected, received, maintained, or disseminated by the Consultant in performing the Services may be subject to that Act to the same extent as if maintained by the City. The Consultant shall comply with Chapter 13 as to such data and shall immediately notify the City of any request to release such data, deferring to the City's instructions before release. This Section does not limit either Party's obligations under applicable law.

12. Termination

Termination for convenience. Either Party may terminate this Agreement, in whole or in part, for convenience upon thirty (30) days' prior written notice to the other Party.

Termination for cause. Either Party may terminate this Agreement for the other Party's material breach upon thirty (30) days' written notice specifically identifying the breach, unless the breach is cured within that period.

Grant-driven termination. If a grantor suspends, reduces, or terminates a Grant, or if Grant funds otherwise become unavailable to the City, the City may terminate the affected Exhibit on written notice; the City's payment obligations for the affected Exhibit are then limited as set forth below and to amounts for which the City is or becomes eligible for reimbursement, except that the City remains obligated to pay for deliverables already accepted and for the Consultant's non-cancellable commitments incurred before notice.

Payment on termination. Upon any termination, the City shall pay the Consultant, without duplication: (i) the full fixed price of each deliverable accepted, or deemed accepted, before the effective date of termination; (ii) a pro-rata portion of the fixed price of each deliverable then in progress, based on the percentage of that deliverable completed as of the effective date of termination; and (iii) the documented, non-cancellable costs of subcontractor commitments and third-party fabrication or translation that the Consultant reasonably and properly incurred for the Services before the notice of termination and cannot avoid. Retainage on amounts so payable is released in accordance with § 6.

13. Standard of Care; Warranties; Disclaimer

The Consultant warrants that it will perform the Services with the professional skill and care ordinarily exercised by qualified consultants performing similar services in Minnesota under similar conditions. The Consultant's exclusive obligation, and the City's exclusive remedy, for breach of this warranty is for the Consultant to re-perform the nonconforming Services at no additional cost. EXCEPT FOR THE EXPRESS WARRANTY IN THIS SECTION, THE CONSULTANT MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THERE IS NO GUARANTEE OF RESULT. The Consultant may rely on data, information, and decisions furnished by the City and has no duty to independently verify them.

14. Indemnification

With regard to third-party claims, the Consultant shall indemnify, defend, and hold harmless the City and its officials, officers, agents, and employees from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) ("Claims"), but only to the proportionate extent that such Claims are caused by the Consultant's breach of this Agreement or by the negligence or willful misconduct of the Consultant or its agents, employees, or subcontractors. With regard to third-party claims, the City shall indemnify, defend, and hold harmless the Consultant and its members, officers, agents, and employees from and against any and all Claims, but only to the proportionate extent that such Claims are caused by the City's breach of this Agreement or by the negligence or willful misconduct of the City or its officials, agents, or employees. Neither Party is obligated to indemnify the other for the indemnitee's own negligence or willful misconduct. Nothing in this Agreement waives any immunity, defense, or liability limit available to the City under Minnesota Statutes Chapter 466 or other law.

15. Limitation of Liability

In no event is either Party liable to the other for incidental, special, indirect, consequential, or punitive damages, even if advised of the possibility of such damages. The Consultant's total liability

for damages under this Agreement is limited to the limits of the insurance the Consultant is required to maintain under § 18. This Section does not limit the Consultant's indemnity obligations under § 14 or its obligations under § 10 (intellectual property), and does not waive or limit any immunity or statutory liability cap available to the City.

16. Grant Compliance; Flow-Down Requirements

The Consultant shall comply with all requirements of the applicable Grant that the City must flow down to its contractors, as applied to the work the Consultant performs, including:

- Nondiscrimination and equal opportunity, including the Minnesota Human Rights Act and, for Met Council–funded work, Title VI and Title VIII of the Civil Rights Act, § 504 of the Rehabilitation Act, the Americans with Disabilities Act, the Age Discrimination Act, and the equal-opportunity executive orders referenced in the Met Council Grant;
- Records and audit: the Consultant shall maintain complete records relating to the Services and Grant funds and make them available to the City, the applicable grantor, HUD, the Minnesota State Auditor, the Legislative Auditor, and their authorized representatives, for at least six (6) years after Grant closeout, consistent with both Grant agreements and Minnesota Statutes § 16C.05;
- Conflict of interest, anti-lobbying, and prohibitions on using Grant funds for loans, inherently religious activities, or political activity, as set forth in the Grant agreements;
- Suspension and debarment: the Consultant and its subcontractors must not be suspended or debarred; and the Consultant and its subcontractors shall comply with the Minnesota Uniform Municipal Contracting Law and applicable prevailing-wage requirements where they apply;
- For Met Council–funded work where applicable, § 3 of the Housing and Urban Development Act of 1968 (24 C.F.R. Part 75) and federal labor standards (Davis-Bacon and related Acts) to the extent those provisions apply to the work performed; and
- Acknowledgment of grantor funding in published materials in the form each Grant requires, and compliance with each grantor's publicity and non-endorsement terms.

17. Firearms and Dangerous Weapons Prohibition

Firearms and Dangerous Weapons Prohibition: The City of Blaine maintains a zero-tolerance policy regarding firearms and dangerous weapons. Contractors, subcontractors, vendors, and agents are prohibited from carrying or possessing firearms or dangerous weapons while performing services for the City or while on City property.

All contractors, vendors, and agents are responsible for ensuring compliance by all personnel and subcontractors.

Violations may result in immediate suspension or removal from the city property, immediate contract termination, debarment from future contracting opportunities, and other legal remedies.

Review the policy at: <https://blainemn.gov/firearmpolicy>

18. Insurance

The Consultant shall maintain, throughout the term of this Agreement, the following insurance coverages and limits, and shall furnish certificates of insurance evidencing them on request and naming the City as an additional insured where applicable:

- (a) Commercial general liability of not less than \$2,000,000 each occurrence and \$4,000,000 general aggregate;
- (b) Professional liability (errors and omissions) of not less than \$1,000,000 per claim and \$1,000,000 aggregate;
- (c) Hired and non-owned automobile liability, which may be provided within the Consultant's commercial general liability or business owner's policy. The Consultant owns no vehicles; the City acknowledges that hired and non-owned automobile liability is the appropriate automobile coverage for the Consultant's operations.

Workers' compensation. The Consultant has no employees and is therefore exempt from the mandatory workers' compensation coverage requirement of Minnesota Statutes § 176.181. If the Consultant engages employees during the term, it shall obtain and maintain workers' compensation coverage as required by that statute.

Claims-made coverage. The Consultant's professional liability coverage is written on a claims-made basis. The Consultant shall maintain that coverage continuously throughout the term and for a period of not less than one (1) year after completion or termination of the Services, and shall maintain the policy's retroactive date no later than the retroactive date in effect on the Effective Date, so that claims arising from the Services remain covered.

19. Independent Contractor

The Consultant is an independent contractor. Nothing in this Agreement creates an employer-employee, partnership, or joint-venture relationship. Neither Party may bind the other. The Consultant is responsible for its own taxes and those of its personnel.

20. Assignment

Neither Party may assign this Agreement without the other Party's prior written consent, except that the Consultant may use approved subcontractors under § 9. The Consultant shall not assign or transfer any interest without the City's and, where required, the applicable grantor's prior written consent.

21. Notices

Notices must be in writing and delivered by personal delivery, overnight courier, confirmed email, or certified mail to the addresses below (or as updated in writing). Notices are effective on personal delivery, one day after deposit with an overnight courier, on receipt of a confirmed email, or five days after mailing.

City of Blaine

Attn: Elizabeth Showalter, Authorized Representative
10801 Town Square Drive NE, Blaine, MN 55449
EShowalter@BlaineMN.gov

Two Degrees Adapt, LLC

Attn: Brian Smoliak
400 S 4th St Ste 401-45, Minneapolis, MN 55415
brian@twodegreesadapt.com

22. Governing Law; Venue; Jury Waiver

This Agreement is governed by the laws of the State of Minnesota, without regard to conflicts-of-law principles. Venue for any action between the Parties arising out of this Agreement lies exclusively in the state district court for Anoka County, Minnesota. The Parties waive any right to a jury trial. This venue and jury-waiver provision governs disputes between the City and the Consultant only and does not alter the venue or other terms of either Grant agreement as between the City and a grantor.

23. Force Majeure

Neither Party is liable for delay or failure to perform caused by events beyond its reasonable control, including fire, flood, act of God, pandemic, strike, war, governmental action, or lack of complete or correct data, provided the affected Party gives prompt notice and resumes performance as soon as practicable.

24. Miscellaneous

This Agreement, with its Exhibits, is the entire agreement of the Parties on its subject matter and supersedes prior understandings. No amendment or waiver is effective unless in writing and signed by both Parties. If any provision is held invalid, the remainder stays in effect. This Agreement may be executed in counterparts and by electronic signature, each of which is an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF BLAINE

By: _____

Name / Title: _____

Date: _____

By: _____

Name / Title: _____

Date: _____

TWO DEGREES ADAPT, LLC

By: _____

Name / Title: _____

Date: _____

Exhibit A — Metropolitan Council LCA Grant

Scope of Work and Deliverable Pricing

Grant No.	SG-23HP-03 (Metropolitan Council; HUD PRO Housing)
Subrecipient	City of Blaine
Consultant	Two Degrees Adapt, LLC
Consultant Fixed Price	\$43,000.00
Controlling Scope	Met Council Grant agreement and Attachment A (Project Summary); WebGrants application 24957 (Blaine Floodplain Policy Development)

Deliverables and Pricing

#	Deliverable	Fixed Price
A-1	Project Initiation	\$3,000
A-2	Floodplain Zoning Ordinance Amendment	\$7,000
A-3	Administrative Policy	\$3,000
A-4	Flood Warning and Evacuation Plans	\$11,000
A-5	Contractor Education Toolkit	\$4,000
A-6	Retrofit Floodproofing Best Practices	\$7,000
A-7	Voluntary Floodproofing Program Design	\$8,000
	Total	\$43,000

Deliverable Descriptions

A-1: Project Initiation — \$3,000

Kickoff meeting with City staff and preparation of a Project Initiation Memorandum documenting the confirmed deliverable schedule, the data sources and assumptions for each Exhibit A task, and the City Council adoption pathway and anticipated hearing dates for the ordinance amendment, administrative policy, and flood warning plans. This memorandum is the baseline scope and schedule reference for all subsequent Exhibit A deliverables and enables early invoicing.

A-2: Floodplain Zoning Ordinance Amendment — \$7,000

Draft amendment to § 32.09 of the Blaine Zoning Ordinance permitting replacement of manufactured homes in the floodplain upon compliance with flood warning plan and floodproofing requirements, compliant with MN DNR and FEMA standards. Includes preparation of materials for presentation to the City Council and support through the adoption process.

A-3: Administrative Policy — \$3,000

Administrative policy document governing interpretation and administration of the floodplain ordinance for manufactured homes, including permit review procedures, compliance verification protocols, and guidance for flagging affected properties in the City's permitting software. Includes

preparation of materials for presentation to the City Council and support through the adoption process.

A-4: Flood Warning and Evacuation Plans — \$11,000

Two distinct flood warning and evacuation plans, one for Park of Four Seasons and one for Blaine International Village, consistent with the controlling Attachment A language of the Met Council Grant and meeting MN DNR and FEMA requirements. Includes multilingual resident educational materials (English and Spanish); design, fabrication, and delivery to the City of up to 300 refrigerator magnets with accompanying community fact sheet and evacuation route information; design specifications for evacuation route street signs; City Public Safety staff protocols for resident notification of impending flooding; and a City Council–ready adoption resolution for both plans. Refrigerator-magnet fabrication is included within this deliverable's fixed price. Distribution of finished magnets to residents is the City's responsibility upon delivery by the Consultant. Street-sign fabrication and installation are not included; the Consultant provides design specifications only, and fabrication and installation are by others. Address-specific customized letters to individual households are not included.

A-5: Contractor Education Toolkit — \$4,000

Guidance documents for a manufactured-home contractor audience explaining floodplain ordinance requirements, compliant placement of new and replacement homes in the floodplain, and substantial-modification standards under FEMA and DNR rules, in a non-technical format.

A-6: Retrofit Floodproofing Best Practices — \$7,000

Research-based assessment of manufactured-home floodproofing strategies, including applicable FEMA and DNR requirements, evaluation of recommended retrofit techniques, estimated costs per retrofit component, and a prioritization framework.

A-7: Voluntary Floodproofing Program Design — \$8,000

Program design document for a City-administered voluntary floodproofing assistance program, including eligibility criteria, applicant prioritization methodology, program administration guidance, and alignment with City funding mechanisms. Includes multilingual resident-facing educational materials on floodproofing (English and Spanish). This deliverable is program design only; community engagement and resident interest testing are not included.

Exhibit B — MPCA Local Climate Action Grant

Scope of Work and Deliverable Pricing

Project	Blaine Manufactured Home Community Resilience to Extreme Weather: Multi-Hazard Planning
Grant	MPCA Local Climate Action Planning Grant; SWIFT Contract No. 288918 (AI 227409; Activity ID PRO20260002)
Grant Period	Through June 30, 2027, or completion of the project, whichever occurs first
Grantee	City of Blaine
Consultant	Two Degrees Adapt, LLC
MPCA-Reimbursed Fixed Price	\$43,999.00
Controlling Scope	MPCA Grant Contract Agreement and Attachment A (Workplan and Budget)

Deliverables and Pricing

#	Deliverable	Fixed Price
B-1a	Project Initiation and Baseline Data Collection	\$3,500
B-1b	Stakeholder Mapping and Project Management	\$5,500
B-2a	Climate / Severe Weather Vulnerability Assessment	\$8,500
B-2b	Emergency Shelter Assessment	\$6,000
B-3a	Community Engagement Summary and Educational Materials (incl. Spanish translation)	\$7,499
B-3b	Manufactured Home Floodproofing Field Assessment	\$7,000
B-3c	Resilience Action Plan	\$5,000
B-4	Final Grant Report and Project Deliverable Submission	\$1,000
	Total	\$43,999

Deliverable Descriptions

B-1a: Project Initiation and Baseline Data Collection — \$3,500

Kickoff meeting with City staff; kickoff meeting summary; project schedule. Compile baseline data for all six manufactured home parks (Park of Four Seasons, Blaine International Village, Sandpiper Bend, Northview Villa, Centennial Square, Restwood Terrace): locations, unit counts, demographics, watershed jurisdiction, existing emergency shelter locations and capacities, current emergency communication protocols, and historical flood/storm event records. Review CCWD preliminary Knoll Creek flood modeling results and September 2024 storm shelter ordinance amendments. Coordinate with the Met Council LCA grant team on Park of Four Seasons emergency plans and the voluntary floodproofing program.

B-1b: Stakeholder Mapping and Project Management — \$5,500

Develop a comprehensive stakeholder map (park owners/managers, resident leaders, Anoka County Emergency Management, Coon Creek and Rice Creek Watershed District staff, and community organizations serving vulnerable populations); identify and confirm EJ census tracts (27003050828, 27003050810, 27003050824) and which parks fall within or near them; establish engagement strategies per stakeholder group, with particular attention to Park of Four Seasons trust-building. Provide ongoing project management throughout the grant period, including coordination with City staff, watershed districts, Anoka County, and the MPCA grant manager; alignment with Met Council activities; and progress and budget tracking. Project management includes supplying the City with a written project status update concurrent with each Exhibit B invoice, as the MPCA requires for invoice approval (see § 4). Invoiced as a single payment at the end of the grant period.

B-2a: Climate / Severe Weather Vulnerability Assessment — \$8,500

Multi-hazard climate vulnerability assessment covering flood, severe storm, and extreme heat risks across all six parks, using MN CliMAT, the Met Council Extreme Heat Map Tool, and NOAA Atlas 14–based flood modeling for the Coon Creek and Rice Creek watersheds. For Park of Four Seasons and Blaine International Village, coordinate with CCWD to integrate 2D hydraulic modeling of the Knoll Creek sub-watershed and produce site-specific flood maps showing depth and extent under current and climate-adjusted scenarios. Assess tornado/high-wind exposure for manufactured home and shelter structures and analyze extreme-heat trends and vulnerable populations.

B-2b: Emergency Shelter Assessment — \$6,000

Map shelter locations at all six parks relative to floodplains and evacuation routes; identify shelters at risk of inaccessibility; assess ADA accessibility, transportation access, and resident proximity; evaluate evacuation route viability; and document protocol and notification gaps. Assess compliance with Minnesota’s 4-square-foot-per-resident shelter requirement; identify multi-hazard co-benefit opportunities (storm shelter plus cooling center); evaluate structures for retrofit potential; and compare extreme-heat mitigation cost options.

B-3a: Community Engagement Summary and Educational Materials — \$7,499

Participate in Manufactured Communities Task Force meetings; conduct resident outreach via surveys and community meetings on flood/storm experience, shelter access barriers, and communication preferences. Deliverables: a written engagement summary and multilingual educational materials, including professional Spanish translation, on flood preparedness, shelter locations, evacuation routes, extreme-heat protection, and emergency contacts. Price includes \$999 of professional English-to-Spanish translation services. Voluntary floodproofing program design and resident-facing educational materials on floodproofing are priced under Exhibit A (A-7) and are not included or separately priced here; see § 5.

B-3b: Manufactured Home Floodproofing Field Assessment — \$7,000

As-built surveys of up to 150 homes within the floodplain documenting low-floor elevation and electrical-box elevation. Synthesize findings with FEMA requirements and a building-science literature review to identify high-value floodproofing improvements, including development of contractor-facing materials explaining floodproofing components and methods. These contractor-facing floodproofing materials are priced under this deliverable and not under Exhibit A (A-5), which remains scoped to ordinance and placement compliance. Price includes subcontractor cost for the fieldwork; the Consultant will engage and manage the subcontractor.

B-3c: Resilience Action Plan — \$5,000

Synthesize findings from Tasks 2 and 3a/3b into a citywide action plan covering all six parks. For Park of Four Seasons and Blaine International Village, provide flood mitigation strategies coordinated with CCWD infrastructure planning. Citywide, address storm shelter access improvements, multi-hazard facility opportunities, communication enhancements, and 2025 storm shelter inspection findings, with an implementation pathway of phased priorities, responsible parties, funding sources, and progress metrics.

B-4: Final Grant Report and Project Deliverable Submission — \$1,000

Final grant report in the MPCA template and electronic files of all project deliverables submitted to the MPCA authorized representative prior to the end of the Grant Contract Agreement, or at project completion, whichever occurs first.



City of Blaine Staff Report

File Number: RES 26-117

Agenda Date	Status
July 6, 2026	
In Control	File Type
City Council	Resolution

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

Agenda Item # 7.8

Resolution Granting a Conditional Use Permit to Construct a 2,000 Square Foot Accessory Structure in a Residential Estate (RE) Zoning District at 110 132nd Avenue NE. James Riley (Case File No. 26-0022/ACK)

Executive Summary

Applicant is requesting to build a 2,000 square foot shed for a cumulative total of 2,950 square feet of accessory structure space.

Background

Planning Commission Public Hearing	June 9, 2026
City Council (Conditional Use Permit)	July 6, 2026
Action Deadline (60 Days)	July 4, 2026
Action Deadline (City Extended - 60 Days)	September 2, 2026

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

Evaluation of Request

Planning Analysis

Zoning

The property is zoned Residential Estate (RE) and has a Rural Residential (R) land use designation.

Surrounding Zoning and Uses

The property is surrounded by RE zoned properties and single-family homes. The property to the east is currently a vacant lot.

Existing Conditions

The parcel contains a single-family home with an attached 950 square foot garage.

History

The home was built in 1993. No previous approvals apply to the property.

Evaluation of Request

Site Plan

The applicant is proposing a 40-foot by 52-foot (2,000 square feet as measured from interior wall to interior wall) detached accessory building in the rear yard. Total accessory structure building space is limited to 2,000 square feet or 3,000 square feet with a conditional use permit for RE zoned properties located outside the MUSA boundary. The existing attached garage is 950 square feet, bringing the total garage and accessory building space to 2,950 square feet with the Conditional Use Permit (CUP) request.

The proposed structure will be located in the rear yard and meet a 10-foot setback from the east property line.

The applicant is proposing to use the building for personal storage, including a camper, boat, vehicles, and equipment to maintain his property.

The existing 90 square foot shed will be removed from the property prior to final inspection of the proposed accessory structure.

There is a driveway that was originally used to access a 670 square foot detached accessory structure in the rear yard that was constructed in 1993. The building was demolished in 2013, and the driveway was never removed. The driveway and any remaining foundation located on the adjacent property shall be removed. Foundation shall be removed prior to building permit issuance, and driveway shall be removed prior to final inspection of the accessory structure. The driveway shall maintain a minimum 5-foot setback from the property line, unless a variance approving a reduced setback is obtained.

Architecture

Accessory buildings are required to be compatible both in architecture and color with the principal building. The proposed structure matches the principal dwelling architecturally, and the applicant has indicated the proposed structure will be painted to match the home.

Tree Preservation

The applicant stated the building will be placed in an existing clearing. No significant trees are proposed to be removed.

Engineering Analysis

Grading/Storm Drainage

The proposed detached garage shall provide a certificate of survey showing existing and proposed contour and/or spot elevations, access/driveway location with associated slopes and accurate wetland location with buffer notated.

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

Utilities

The proposed detached garage will not be serviced by City services. If the structure will be served by water/well and a sanitary septic system, these items will need to be included on the provided Certificate of Survey.

Wetlands/Watershed/FEMA

The proposed detached garage plans 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.

Should the proposed detached garage result in damage to the existing wetland area, coordination with Coon Creek Watershed District (CCWD) for restoration requirements will be required.

Access/Street Design/Sidewalks/Trails

The proposed detached garage will be required to show the proposed access point to 132nd Ave NE on the provided Certificate of Survey. Only one additional new access point will be granted, and it will be required to conform to City of Blaine driveway standards. No additional street design, sidewalks or trails will be required.

Easements/Right-of-way/Permits

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.

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 27.04 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.
 - o The proposed accessory building will not create an additional burden on existing public facilities or utilities.
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. (Ord. No. 20-2447, 7-20-2020)
 - o The proposed accessory building will be located in a position similar to that of a previously existing accessory structure and will comply with all required setbacks.
3. The use shall have an appearance that will not have an adverse effect upon adjacent properties.
 - o The accessory structure will be constructed to match the existing dwelling, 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.
 - o The RE district allows for larger lot sizes than many other residential zoning districts. The larger accessory building use is consistent with adjacent properties. The use is consistent with the purposes of the zoning code and the RE district.
6. The use shall not be in conflict with the comprehensive plan of the City.
 - o The use is not in conflict with the R designation in the Comprehensive Plan.
7. The use will not cause traffic hazards or congestion.
 - o 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.
 - o 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

Site Plan

Elevations

Unapproved Planning Commission Meeting Minutes

Strategic Plan Relationship

Not applicable.

Board/Commission Review

The Planning Commission voted unanimously to approve the conditional use permit. The meeting minutes are attached for reference to 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.

Staff Recommendation

By motion, adopt the resolution.

Attachment List

1. Attachments
2. Public Comments
3. Unapproved PC Minutes



City of Blaine

Signature Copy

Resolution: RES 26-117

Resolution Granting a Conditional Use Permit to Construct a 2,000 Square Foot Accessory Structure in a Residential Estate (RE) Zoning District at 110 132nd Avenue NE. James Riley (Case File No. 26-0022/ACK)

WHEREAS, an application has been filed by JAMES RILEY, CATALINA RILEY as Conditional Use Permit Case File No.26-0022; and

WHEREAS, said case involves the property described as follows:

Lot Nineteen (19) of Auditor's Subdivision No. 6, except easements for road purposes, according to the plat thereof on file in the office of the Registrar of Titles of Anoka County, Minnesota. Subject to the reservation to the State of Minnesota of all minerals and mineral rights therein as provided by law.

WHEREAS, the Blaine Planning Commission held a public hearing on June 9, 2026, and recommended approval regarding said Conditional Use Permit; and

WHEREAS, the Blaine City Council has reviewed said case on July 6, 2026; and

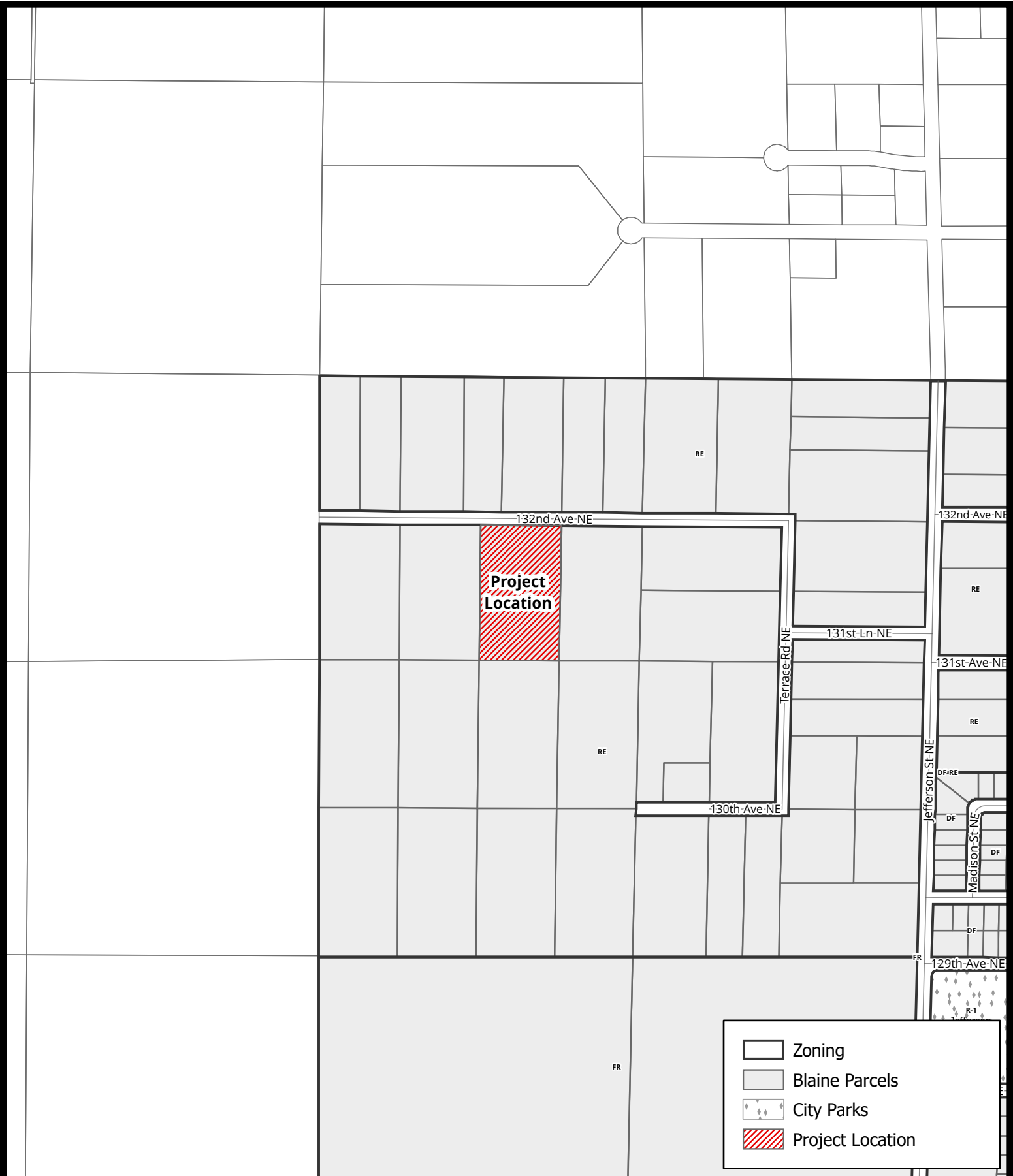
WHEREAS, the criteria identified in Section 101-4 for granting a conditional use permit has been met.

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, 129-13, and Article IV of the zoning ordinance to construct a 2,000 square foot accessory structure for a total cumulative accessory structure square footage of 2,950 square feet in a Residential Estate (RE) zoning district with the following conditions:

1. The proposed accessory structure to match the existing dwelling in terms of architectural style and exterior color.
2. Any proposed home occupation shall meet the requirements as outlined in section 129-10 of the zoning code.
3. Total accessory building space is limited to 2,950 square feet.
4. Garage doors are limited to no more than 10-feet in height.
5. The driveway on the adjacent property shall be removed and driveway shall be modified to maintain a minimum 5-foot setback from the property line by final inspection for the accessory structure. If the required setback cannot be met, a variance must be obtained prior to final inspection of the accessory structure.
6. The driveway access within the right-of-way shall be modified so that the combined right-of-way width for the primary driveway and secondary access does not exceed 30 feet, in accordance with applicable access standards. Right-of-way work shall be completed prior to final inspection.
7. The existing 90 square foot shed shall be removed prior to final inspection.

8. The existing foundation on the adjacent property shall be removed prior to building permit issuance. The accessory structure must maintain a minimum 10-foot setback from the adjacent property line.
9. Any proposed tree removal shall follow the tree preservation standards as outlined in section 129-9.

PASSED by the City Council of the City of Blaine this 6th day of July, 2026.



Case File No. 26-0022

James Riley

0 0.04 0.08 0.16 Miles
Scale: 1:6,800

Scale: 1:6,800



BlaineMN.gov

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.

This narrative pertains to the Conditional Use permit required for the construction of a 2000sqft building on the property located at:

110 132nd Avenue NE

The intended building is to be erected on the east side of the property behind the foundation slab of a previously demolished structure, and at the end of an existing driveway. Building will be located in the level clearing approximately 225ft back from the road and 12ft from the western property line. The stud-framed building will be 40ft x 52ft (2000 int sqft) with the 40ft side of the building oriented parallel with the road. Building will be constructed of matching style and materials to the existing home, including cement-board lap siding, and architectural shingled roof. Both the intended building and the home will be painted to match (a shade of tan).

The intended building is to be constructed in addition to the 950sqft attached garage, which would bring the total accessory structures to 2950sqft. Existing attached garage is intended for parking of personal vehicles and storage of appropriate effects. The planned building is intended for the storage of: Large boat, fishing boat, Camper, ¾ ton truck, classic vehicles, motorcycles, UTV, lawnmower and attachments, and yard/snow equipment. Most of which are currently being stored offsite.

The intended building is solely for the safe and private storage of my personal property. It is not intended for business use or lease.

A small building on the west side of the property, utilized by the previous homeowners as a sauna and chicken coop, with an estimated 90sqft, currently used for storage of garden tools, will be demolished once the intended building is completed.

CERTIFICATE OF SURVEY

SWENSON LAND SURVEYING

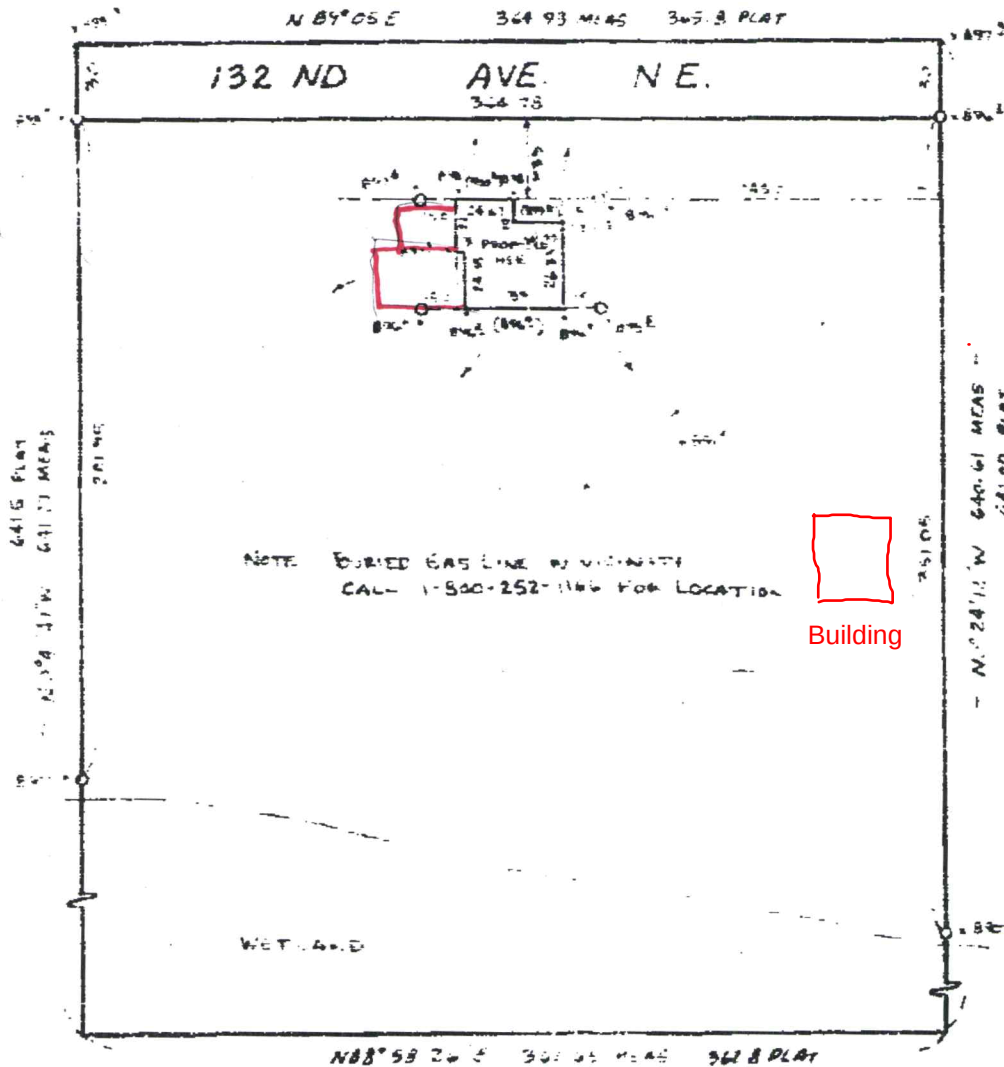
RONALD J. SWENSON
REGISTERED LAND SURVEYOR

827 Norwood Street
Anoka, Minnesota 55303

TELEPHONE
(612) 437-1020

SURVEY FOR: **KEN BORCHARDT**

• Denotes Iron Monument Found
○ Denotes Iron Monument Set
Scale 1 inch equals 20 feet
Book 116 Page 22
Invoice No. 1836



CITY 669
APPROVED
JUN 9 1988
L. J. OF CLYDE
[Signature]
[Signature]

Building



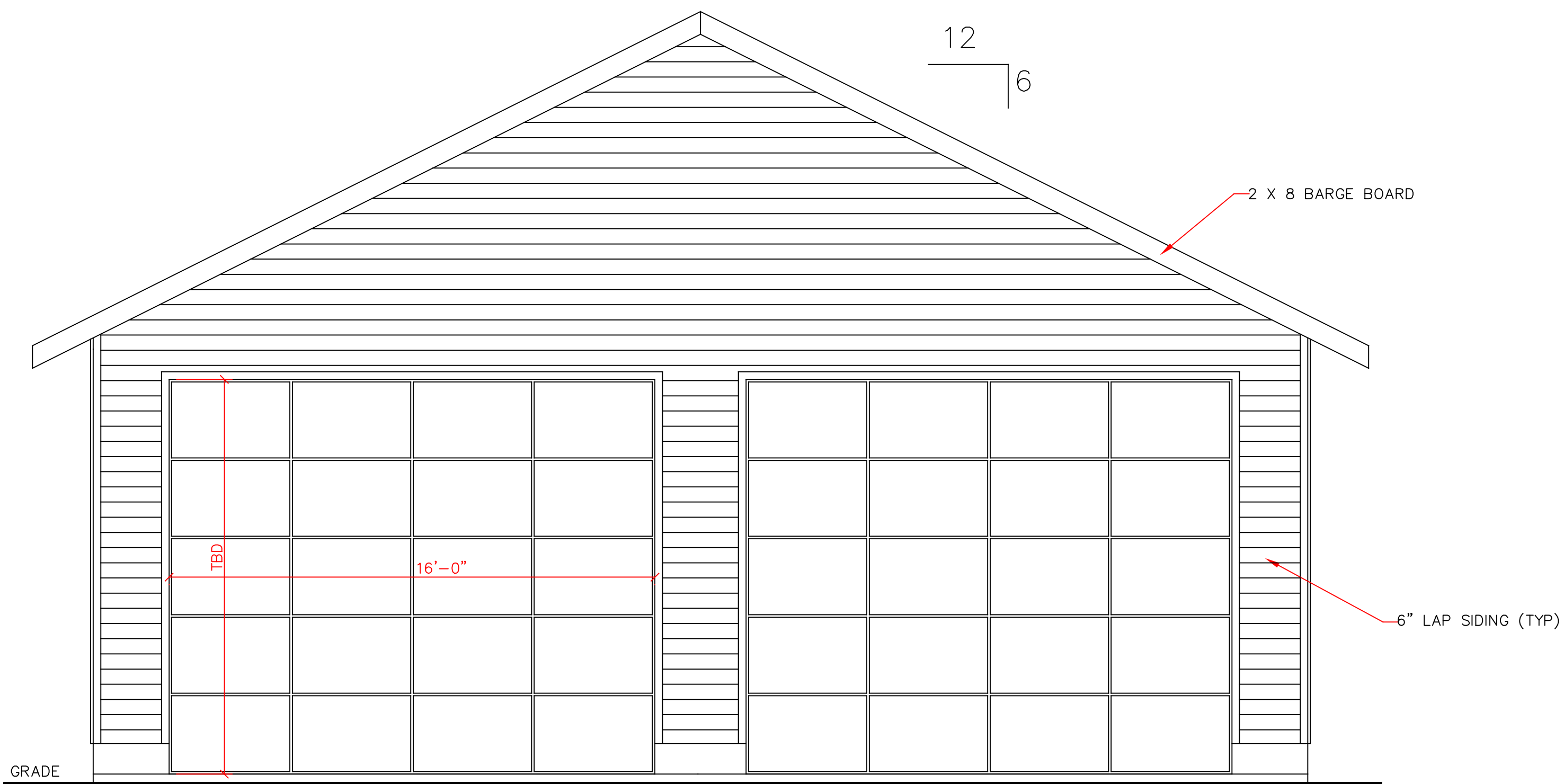
THIS SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THE DATA WERE OBTAINED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION. I HAVE BEEN AWARE OF THE FACTS AND CIRCUMSTANCES SURROUNDING THIS SURVEY AND I HAVE BEEN AWARE OF THE FACTS AND CIRCUMSTANCES SURROUNDING THIS SURVEY.

I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY AND THE FACTS AND CIRCUMSTANCES SURROUNDING THIS SURVEY.

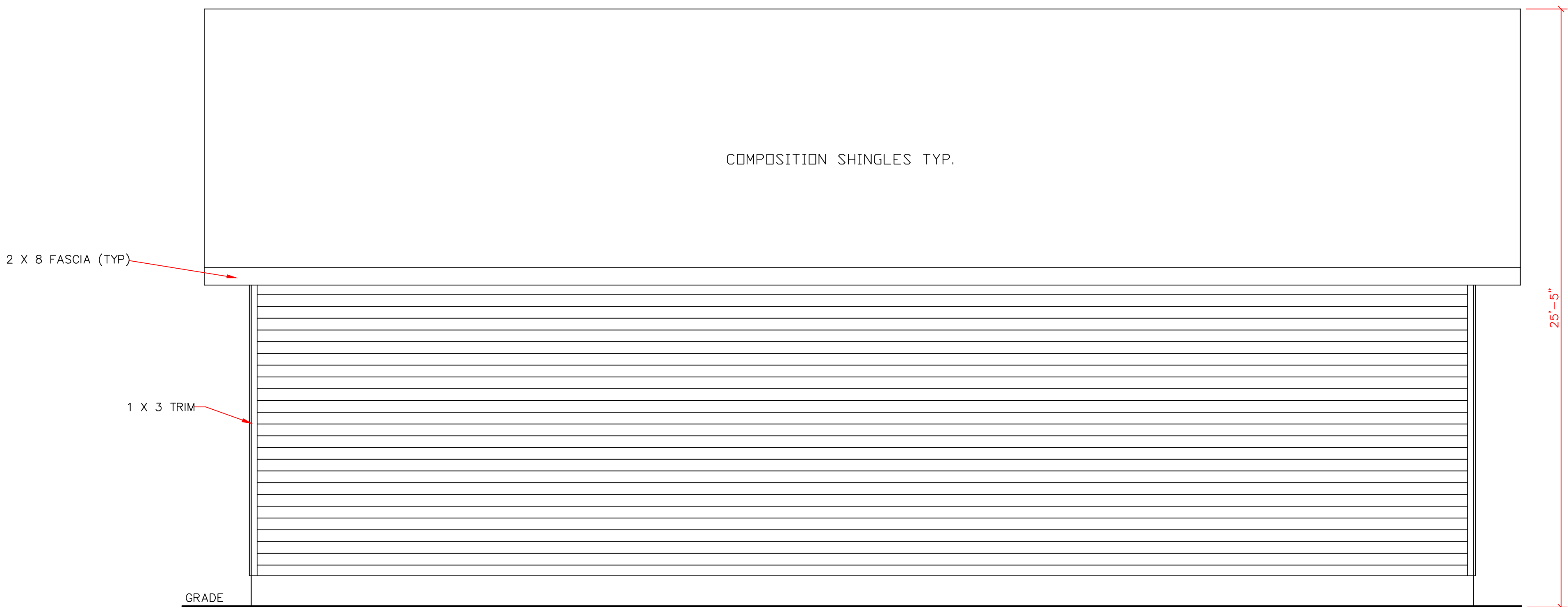
ON 19 JUNE 1988 AT ANOKA, MINNESOTA
SUBJECT: 132ND AVE. N.E. THE NORTH 100 FEET WIDE

IT DOES NOT IMPLY A GUARANTEE OF ACCURACY OF ANY OF THE DATA OR THE FACTS AND CIRCUMSTANCES SURROUNDING THIS SURVEY.

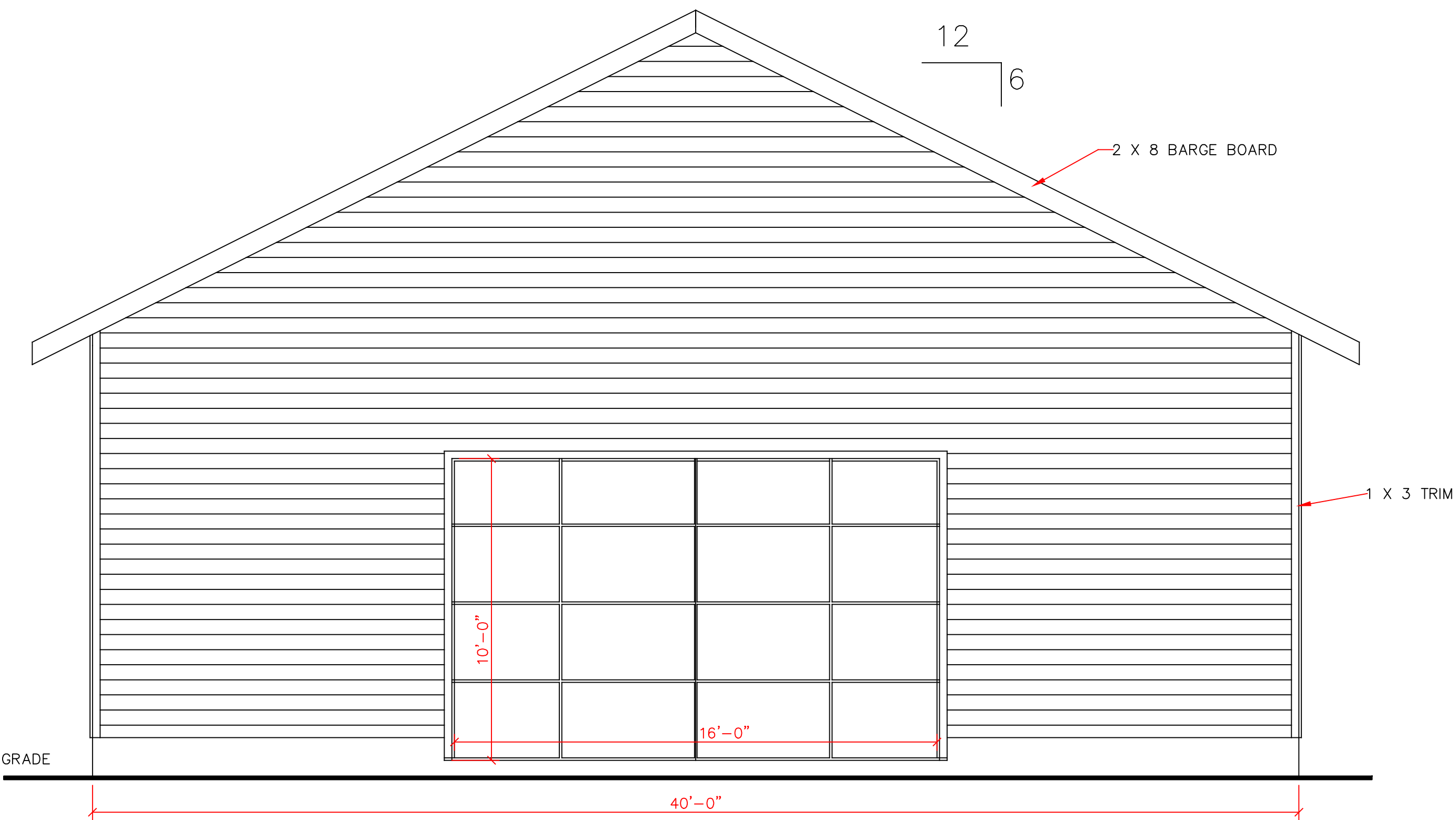
Ronald J. Swenson
Ronald J. Swenson, Registered Land Surveyor, No. 1836



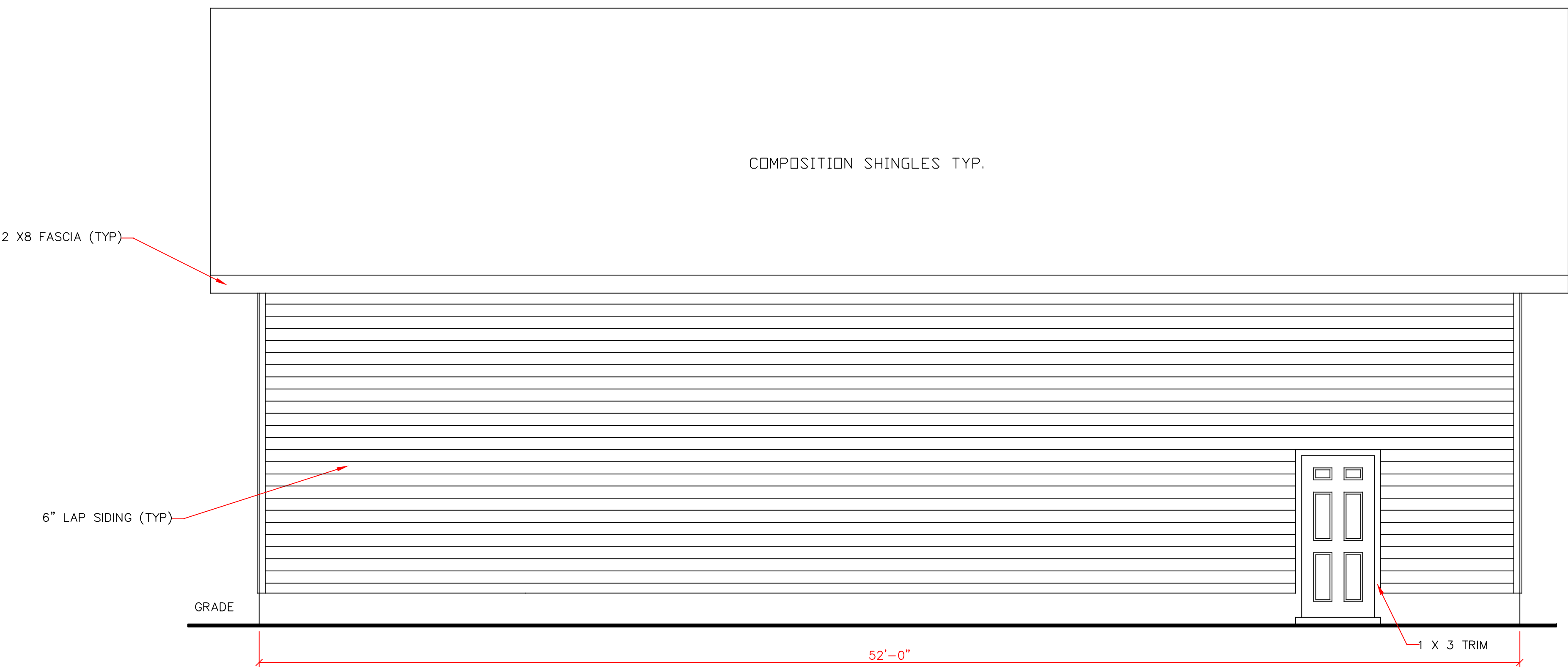
FRONT ELEVATION
SCALE: 1/4"=1'-0"



LEFT ELEVATION
SCALE: 1/4"=1'-0"



REAR ELEVATION
SCALE: 1/4"=1'-0"



RIGHT ELEVATION
SCALE: 1/4"=1'-0"

From: [BOB ROSS](#)
To: [Planning](#)
Cc: [Jill Ross](#)
Subject: Response to notice of public hearing for James Riley
Date: Monday, June 8, 2026 10:05:12 AM

We just wanted to inform you that we do not object to the applicant building a 2000 sq Ft accessory structure in RE. We were notified by you last week. Our PIN is 06-31-23-23-0001.
Thank you for your consideration.

Bob and Jill Ross
240 130th Ave NE
Blaine, MN 55434

Phone: 612-875-2972
Sent from my iPad



City of Blaine

Planning Commission

June 9, 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, June 9, 2026. Chair Goracke called the meeting to order at 7:00PM.

2. Roll Call

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

Members Absent: Commission Members Howard and Olson.

Staff Present: Shawn Kaye, Planner

Elizabeth Showalter, Community Development Specialist

Alex Koberoski, Assistant Planner

Teresa Barnes, Project Engineer

4. Public Hearing

- 4.1. 2026-248** Case File No. 26-0022 // James Riley // 110 132nd Avenue NE
The applicant is requesting a conditional use permit to construct a 2,000 square foot accessory structure in a Residential Estate (RE) 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 26-0022 was opened at 7:04PM.

Wilhelm Schuster, 47 132nd Avenue, explained he supported the proposed request and he appreciated how this addition would assist with cleaning up the property.

Keith Ewer, 135 132nd Avenue, stated he did not object to the proposed structure. He asked if there were any criteria that had to be met in order to put this structure up.

Assistant Planner Koberoski explained the zoning district (R-E) allowed for a structure up to 2,000 square feet for total accessory building square footage and the applicant required a conditional use permit in order to have a 3,000 square feet of accessory building space.

Mr. Ewer reported he would like to have a larger structure on his property in order to allow him to store his belongings inside. He commented he supported this request moving forward with the understanding he would also be allowed to have up to 3,000 square feet of accessory structure space.

Chair Goracke encouraged Mr. Ewer to make an appointment with the planning department in order to discuss the plans he has for expanding his accessory structure.

Chad Woolson, 125 132nd Avenue NE, stated he lived directly across from the applicant and noted he supported the proposed request.

John Schroeder, resident of Blaine, explained he had no problem with the proposed building. He stated he was limited to 900 square feet when he constructed his building, but now the limit has been changed to 2,000 square feet.

The public hearing was closed at 7:15PM.

Motion by Commissioner Halpern to recommend approval of Planning Case 26-0022 based on the following conditions:

Case 26-0022:

- 1. The proposed accessory structure to match the existing dwelling in terms of architectural style and exterior color.**
- 2. Any proposed home occupation shall meet the requirements as outlined in section 129-10 of the zoning code.**
- 3. Total accessory building space is limited to 2,950 square feet.**
- 4. Garage doors are limited to no more than 10-feet in height.**
- 5. The driveway on the adjacent property shall be removed and driveway shall be modified to maintain a minimum 5-foot setback from the property line by final inspection for the accessory structure. If the required setback cannot be met, a variance must be obtained prior to final inspection of the accessory structure.**
- 6. The driveway access within the right-of-way shall be modified so that the combined right-of-way width for the primary driveway and secondary access does not exceed 30 feet, in accordance with applicable access standards. Right-of-way work shall be completed prior to final inspection.**
- 7. The existing 90 square foot shed shall be removed prior to final inspection.**
- 8. The existing foundation on the adjacent property shall be removed prior to building permit issuance. The accessory structure must maintain a minimum 10-foot setback from the adjacent property line.**
- 9. Any proposed tree removal shall follow the tree preservation standards as outlined in section 129-9.**

Motion seconded by Commissioner Geiselhart. The motion passed 5-0.

Chair Goracke noted this would be on the agenda of the July 6, 2026 city council meeting.



City of Blaine Staff Report

File Number: RES 26-118

Agenda Date	Status
July 6, 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 Passenger Vehicle Service in a Light Industrial (I-1) Zoning District at 3543 88th Avenue NE. Protech Electronics (Case File No. 26-0026/SLK)

Executive Summary

The applicant is proposing to operate a business that will provide vehicle diagnostic services.

Background

Planning Commission Public Hearing	June 9, 2026
City Council (Conditional Use Permit)	July 6, 2026
Action Deadline	July 11, 2026

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

Evaluation of Request

Planning Analysis

Zoning

The property is zoned Light Industrial (I-1).

Surrounding Zoning and Uses

The properties to the west and east are zoned I-1 with industrial buildings located on the parcels. The property to the south is zoned Heavy Industrial (I-2) and is vacant. Lake Drive is adjacent to the north.

Existing Conditions

The site has an existing multi-tenant building and parking lot.

History

In 2017, a Conditional Use Permit (CUP) was issued to allow indoor auto sales in a tenant space of the

building.

Site Plan

Caliber Collision, on behalf of its affiliate Protech Electronics, LLC, is proposing to operate a vehicle diagnostic facility in an approximately 2,400 square foot tenant space of an existing building.

Protech's operations at this facility will focus exclusively on vehicle diagnostics, and the installation, testing, calibration, and servicing of Advanced Driver-Assistance Systems (ADAS) and other related vehicle safety and sensor technologies. The work performed does not include general automotive repair activities such as oil changes, engine or transmission work, brake replacement, or similar heavy mechanical services. The vehicle service is generally completed during the day and vehicles are not stored overnight. The general hours of operation are Monday-Friday, 8AM-5PM.

Parking

The parking on site meets zoning ordinance requirements. The auto repair use requires 6 parking stalls and the other uses on site require 9 stalls for a total of 15 stalls. The site plan identifies 22 parking spaces on site.

Setbacks

This is an existing building and developed site. All setbacks met requirements when constructed.

Architecture

The existing building met requirements when the building was constructed.

Landscaping

The existing landscaping on site met requirements when the building was constructed.

Engineering Analysis

Grading/Storm Drainage

The proposed project does not include any alterations to the existing grading or storm water drainage patterns on the property.

Utilities

The proposed development will utilize the existing utilities into the building. No new connections are proposed.

Wetlands/Watershed/FEMA

There is an existing small wetland at the southwest corner of the property with no proposed modifications. There is no FEMA flood plain on the existing site. A Coon Creek Watershed District review is not required.

Access/Street Design/Sidewalks/Trails

The development will utilize the existing access points to the existing parking area. No new access point will be granted. No additional street design, sidewalks or trails will be required.

Easements/Right-of-way/Permits

The developer will need to obtain any and 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 101-4 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. (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.
 - A passenger vehicle service business does not create an excessive burden. All work for the business will be conducted inside.
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. (Ord. No. 20-2447, 7-20-2020)
 - The intent of the Light Industrial (I-1) District is to allow light industrial uses ranging from small to large scale industry and related services. The use meets this intent.
3. The use shall have an appearance that will not have an adverse effect upon adjacent properties.
 - All work for the business will be conducted inside. The use will not have an adverse effect on 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 use meets the purpose of the I-1 district.
6. The use shall not be in conflict with the comprehensive plan of the city.
 - The comprehensive plan designation is LI (Light Industrial), which is for small to large scale industry and related services. The 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
Site Plan
Floor Plan
Narrative

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 PC Minutes



City of Blaine

Signature Copy

Resolution: RES 26-118

Resolution Granting a Conditional Use Permit to Allow Passenger Vehicle Service in a Light Industrial (I-1) Zoning District at 3543 88th Avenue NE. Protech Electronics (Case File No. 26-0026/SLK)

WHEREAS, an application has been filed by CBH Properties LLC as Conditional Use Permit Case File No. 26-0026 for Protech Electronics; and

WHEREAS, said case involves the property described as follows:

Lot 2 Block 3, Roberts Addition

WHEREAS, the Blaine Planning Commission held a public hearing on June 9, 2026, and recommended approval regarding said conditional use permit; and

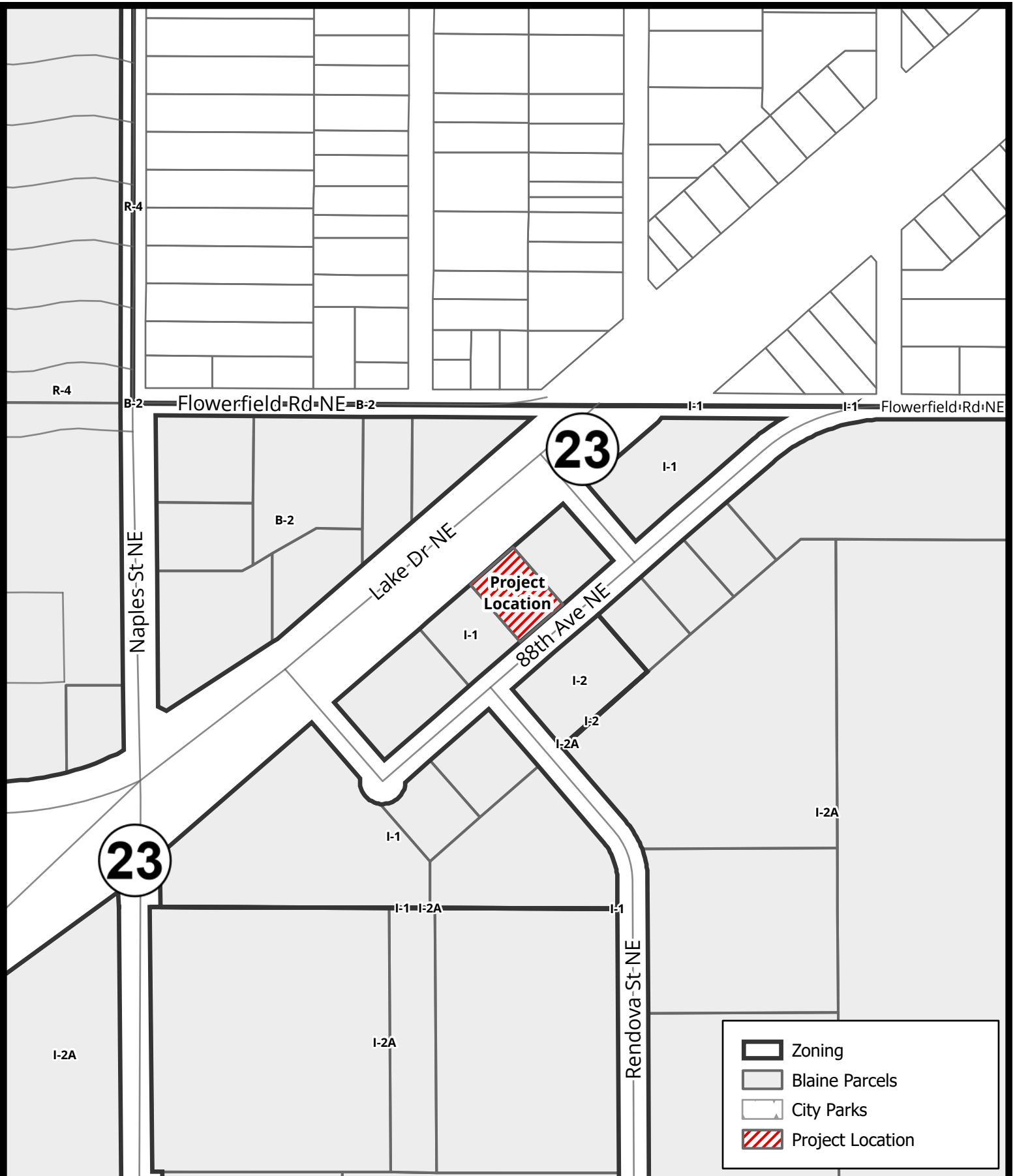
WHEREAS, the Blaine City Council has reviewed said case on July 9, 2026; and

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 (4) of the zoning ordinance to allow passenger vehicle service in a Light Industrial (I-1) zoning district with the following conditions:

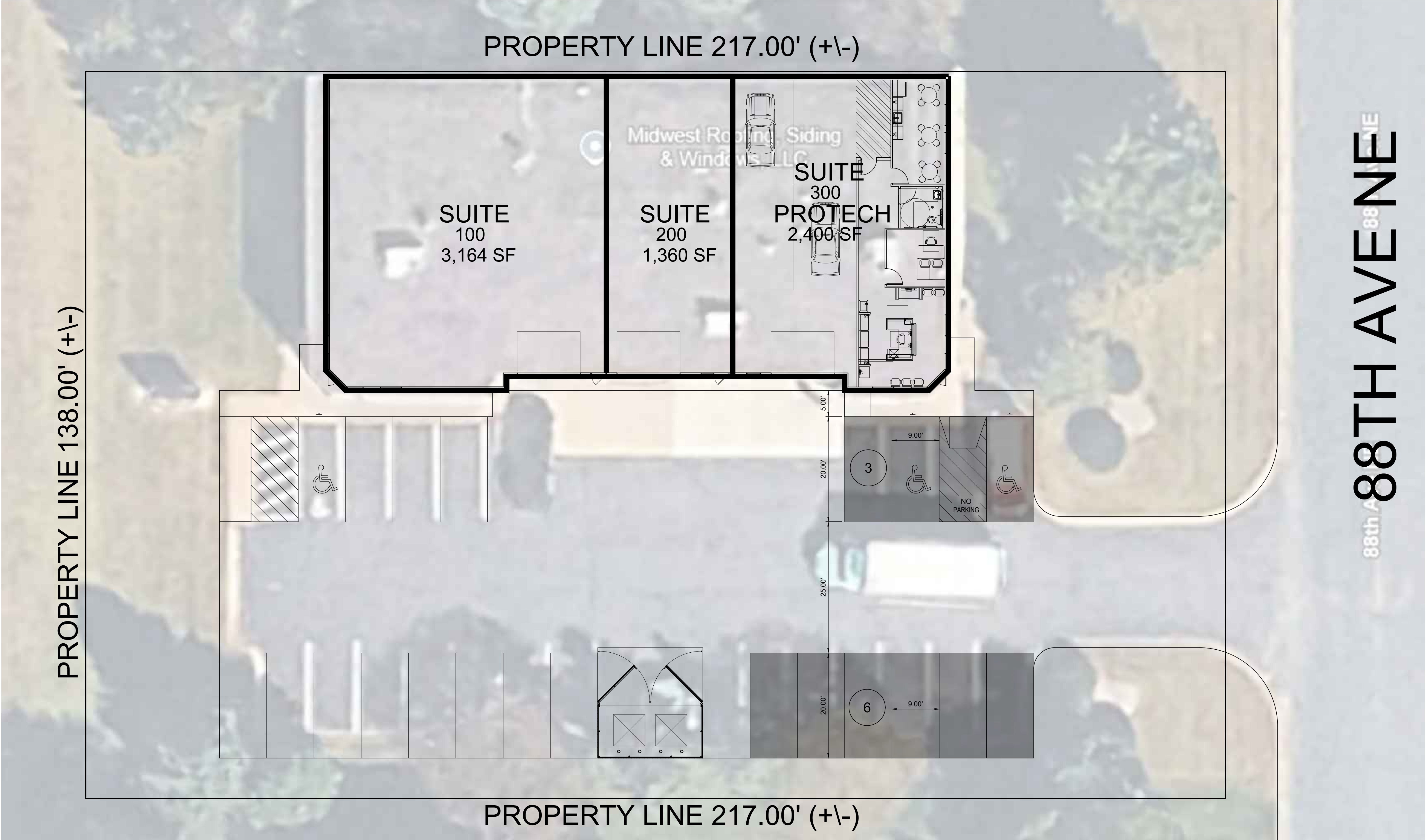
1. All work is required to be done inside the building.

PASSED by the City Council of the City of Blaine this 6th day of July, 2026.



BlaineMN.gov





SITE DATA		
OFFICE SQ. FT.	=	SQ. FT. ±
SHOP FLOOR SQ.FT.	=	SQ. FT. ±
PROTECH AREA SQ.FT.	=	2,400 SQ. FT. ±
SUITE 100 AREA SQ.FT.	=	3,164 SQ. FT. ±
SUITE 200 AREA SQ.FT.	=	1,360 SQ. FT. ±
TOTAL BUILDING SQ.FT.	=	6,924 SQ. FT. ±
ACREAGE TOTAL	=	.69
PARCEL CONTROL NUMBER: 353123320008		
FLOOD ZONE 'X' (OUTSIDE 500 YEAR PLAIN)		
ZONING	I-1 (LIGHT INDUSTRIAL)	
USE	PASSENGER VEHICLE SERVICE	
WATER	(UTILITY DISTRICT)	
SEWER	(UTILITY DISTRICT)	
PARKING CALCULATIONS		
WAREHOUSE 1 @ 3,164 SF 1/2000 SF, PLUS 1:2 EMP	=	5
WAREHOUSE 1 @ 1,360 SF 1/2000 SF, PLUS 1:2 EMP	=	4
AUTOMOBILE REPAIR 4, PLUS 2:1 SERVICE BAY	=	6
TOTAL PARKING REQUIRED	=	15
TOTAL PARKING PROVIDED (INCLUDING 3 ACCESIBLE SPACES)	=	22



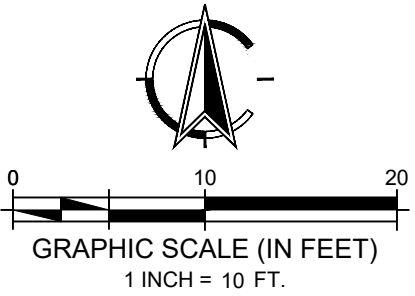
BRET FLORY, NCARB
1913 GARDENGROVE COURT
PLANO, TEXAS 75075
PH: 972.467.9749

CALIBER COLLISION

CONCEPTUAL SITE PLAN

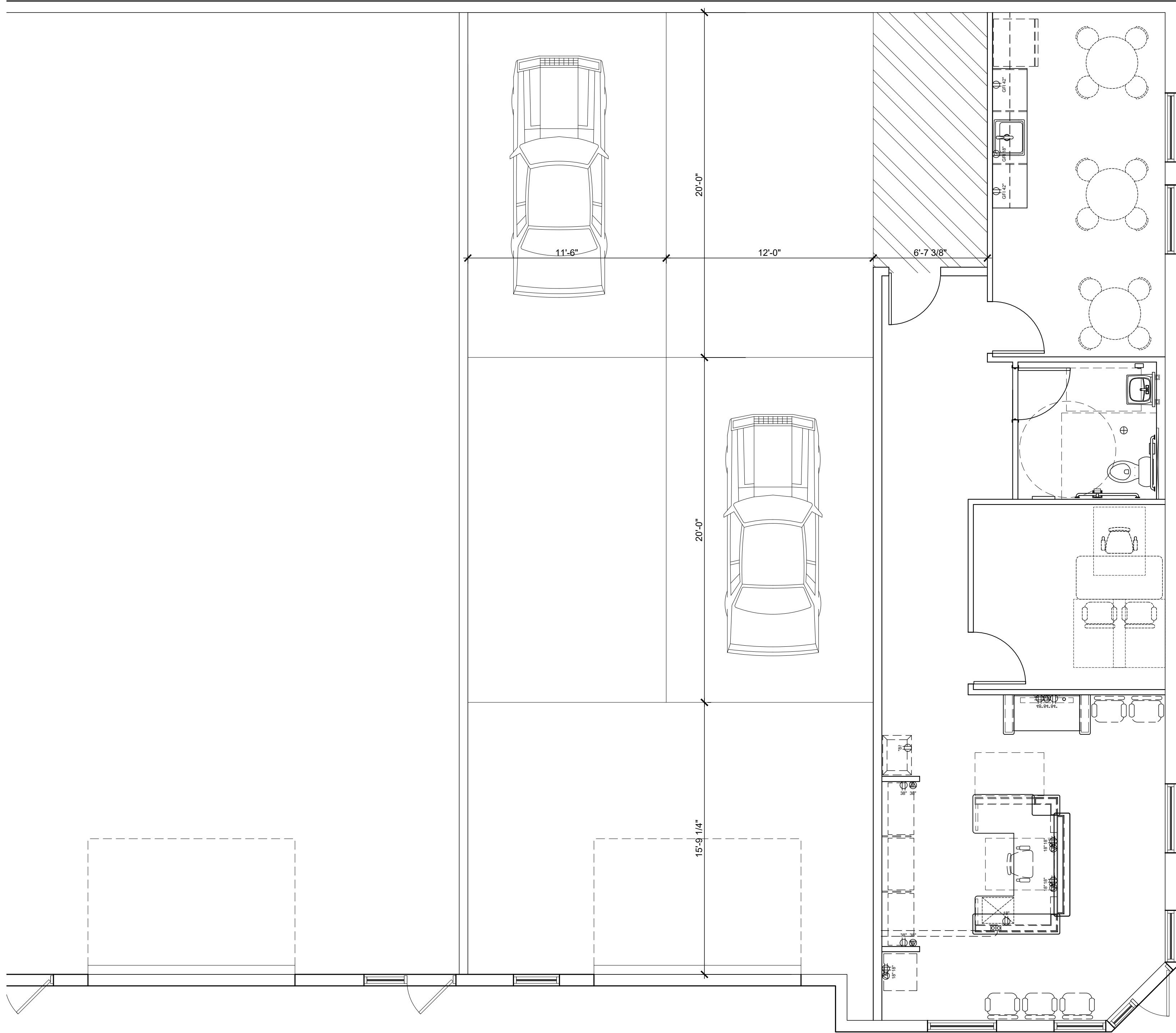
3543 88TH AVE. NE
CIRCLE PINES, MN 55014

DRAWN: CVO	PROJECT #: SCHEM	DATE: 26.05.05
---------------	---------------------	-------------------



1

SITE PLAN
1" = 10'-0"



1 FLOOR PLAN
1/4" = 1'-0"

WALL LEGEND

NEW WALL —
EXISTING WALL ==

BUILDING DATA

OFFICE	=	SQ. FT.
SHOP AREA	=	SQ. FT.
TOTAL AREA	=	2,400 SQ. FT.

STALL DATA

TOTAL TECH STALLS	=	X
TOTAL TECHS	=	X/2 = X



BRET FLORY, NCARB
1913 GARDENGROVE COURT
PLANO, TEXAS 75075
PH: 972.424.3325

CALIBER COLLISION

CONCEPTUAL FLOOR PLAN - B

3543 88TH AVE
BLAINE, MN

DRAWN: CVO	PROJECT #: SCHEM	DATE: 26.04.16
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City of Blaine
Attn: Planning Department
10801 Town Square Drive NE
Blaine, MN 55449

Re: Statement of Intended Use – Protech Electronics, LLC

Caliber Collision, on behalf of its affiliate Protech Electronics, LLC, is submitting this letter to clarify the intended use of the proposed space located at **3543 88th Ave NE, Circle Pines, MN 55014**. The company plans to lease approximately 2,400 square feet on the south end cap of the existing building.

Protech's operations at this facility will focus exclusively on vehicle diagnostics, and the installation, testing, calibration, and servicing of Advanced Driver-Assistance Systems (ADAS) and other related vehicle safety and sensor technologies. The work performed is non-mechanical in nature and **does not** include general automotive repair activities such as oil changes, engine or transmission work, brake replacement, or similar heavy mechanical services.

The facility will also include ancillary office, administrative, and storage functions that are customary and necessary for the operation of an ADAS calibration and diagnostic center.

We appreciate the City's review and consideration. Based on the scope described above, we respectfully request approval of Conditional Use Permit to allow Protech to operate at this location.

Please do not hesitate to contact me if additional information is needed.

Sincerely,

Andy Harder
Director - Real Estate Services
Caliber Collision
Andy.Harder@CaliberCollision.com
214-455-2536

Parking Analysis Form

Site Address: 3543 88th Ave NE, Circle Pines, MN 55014

					Total Spaces Provided	22
Building/ Unit	Business Name	Type of Use	Area (Square Feet)	Parking Ratio	Number of Spaces Required	
100	Midwest Roofing	Warehouse	3164	1:2000 SF plus 1:2 emp	5	
200	Fishing Lure Co	Warehouse	1360	1:2000 SF plus 1:2 emp	4	
300	Protech Electronincs, Inc	Automobile Repair	2400	4, plus 2/service bay	6	
					Total Spaces Required (Rounded Up)	15



City of Blaine

Planning Commission

June 9, 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, June 9, 2026. Chair Goracke called the meeting to order at 7:00PM.

2. Roll Call

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

Members Absent: Commission Members Howard and Olson.

Staff Present: Shawn Kaye, Planner

Elizabeth Showalter, Community Development Specialist

Alex Koberoski, Assistant Planner

Teresa Barnes, Project Engineer

4. Public Hearing

- 4.4.** 2026-280 Case File No. 26-0026 // Protech Electronics // 3543 88th Avenue NE
The applicant is requesting a conditional use permit to allow passenger vehicle service in a Light Industrial (I-1) zoning district.
Sponsors: Shawn Kaye, Planner

The report to the planning commission was presented by Shawn Kaye, Planner. The public hearing for Case File 26-0026 was opened at 7:22PM.

Brett Florian, architect for the applicant, explained he has completed projects for ProTech all over the country. He reported all work on vehicles would be done inside the building.

The public hearing was closed at 7:23PM.

Motion by Commissioner Geiselhart to recommend approval of Planning Case 26-0026

based on the following conditions:

Case 26-0026:

- 1. All work is required to be done inside the building.**

Motion seconded by Commissioner Freeman. The motion passed 5-0.

Chair Goracke noted this would be on the agenda of the July 6, 2026 city council meeting.



City of Blaine Staff Report

File Number: RES 26-122

Agenda Date	Status
July 6, 2026	
In Control	File Type
City Council	Resolution

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

Agenda Item # 7.10

Resolution Granting a Conditional Use Permit to Construct a 1,400 Square Foot Detached Accessory Structure in a Farm Residential (FR) Zoning District at 11662 Lexington Avenue NE. Tyler Tall (Case File No. 26-0027/ACK)

Executive Summary

The applicant is requesting a Conditional Use Permit (CUP) to construct an additional 36 x 40 (1,400 square feet as measured from interior wall to interior wall) detached accessory structure, for a total cumulative accessory structure square footage of 3,000 square feet, which is the maximum allowed in the Farm Residential (FR) zoning district.

Background

Planning Commission Public Hearing	June 9, 2026
City Council (Conditional Use Permit)	July 6, 2026
Action Deadline (60 Days)	July 13, 2026

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

Evaluation of Request Planning Analysis

Zoning

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

Surrounding Zoning and Uses

The properties to the east are zoned FR and consist of single-family homes. Properties to the south and west are zoned Residential Flex (RF). Bridgewood Church is located directly north, and is zoned Single Family Residential (R-1).

Existing Conditions

The parcel contains a single-family home and two accessory structures. The home does not include an attached garage.

History

The parcel contains a single-family home constructed in 1941. There is an existing approximately 33 x 15 accessory building that has been on the property since at least 2005, according to Anoka County aerials, and a 40 x 40 pole barn that was constructed in 1976.

In 2022, the property owner applied for a CUP to allow a non-owner-occupied home occupation and exterior storage of related materials. The City Council denied the request on April 4, 2022, finding that the proposed non-owner-occupied home occupation and exterior storage were incompatible with the FR zoning district and surrounding residential neighborhood and would negatively affect nearby properties.

Site Plan

The applicant is proposing a 36-foot by 40-foot (1,400 square feet as measured from interior wall to interior wall) detached accessory building in the rear yard. Total accessory structure building space is limited to 1,200 square feet or 3,000 square feet with a CUP. The existing pole barn is 1,600 square feet, bringing the total garage and accessory building space to 3,000 square feet with the CUP request.

The proposed structure will be located in the rear yard and meet the minimum 20-foot setback from the side yard property line. The existing 33 x 15 accessory structure in the rear yard is proposed to be removed.

The applicant is proposing to use the building for personal storage and equipment used to maintain the property, including a lawn mower and snow removal equipment.

The applicant will be using the existing driveway off of Lexington Ave to access the proposed accessory structure. The applicant will be required to pave the first 35 feet of the driveway with asphalt as required in section 109-54(22) of the zoning code.

Architecture

Properties zoned FR that are larger than four acres may have accessory buildings, other than garages, constructed with sheet metal siding. The proposed materials are acceptable per the zoning code. The proposed accessory structure will be painted to be compatible with the existing dwelling.

Tree Preservation

The applicant stated one significant tree will be removed to make room for the proposed structure. Residential properties are allowed to remove up to two significant trees per year without replacement.

Engineering Analysis

Grading/Storm Drainage

The proposed detached garage shall provide a certificate of survey showing existing and proposed contour and/or spot elevations, existing structures and access/driveway location and accurate wetland location with buffer notated.

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

Utilities

The proposed detached garage will not be serviced by city services. If the structure will include water/well and a sanitary septic system, these items will need to be included on the provided Certificate of Survey.

Wetlands/Watershed/FEMA

The proposed detached garage plans 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.

The City is aware of an existing wetland violation on the property. Coordination with Rice Creek Watershed District (RCWD) for restoration requirements will be required. Resolution of the violation will need to be received at the City prior to the permit for construction being issued.

Access/Street Design/Sidewalks/Trails

The proposed detached garage will utilize the existing access points to the property. The existing driveway will need to conform to city standards. No new access point will be granted. No additional street design, sidewalks or trails will be required.

Easements/Right-of-way/Permits

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.

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.
 - o The proposed accessory building will not create an additional burden on existing public facilities or utilities.
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. (Ord. No. 20-2447, 7-20-2020)
 - o The proposed accessory building will meet all required setbacks and will be consistent with other properties in the area that have received similar approvals for larger detached accessory structures.

3. The use shall have an appearance that will not have an adverse effect upon adjacent properties.
 - o The accessory structure will be constructed to match the existing dwelling, 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.
 - o 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 farm residential 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.
 - o The use is not in conflict with the LDR designation in the Comprehensive Plan.
7. The use will not cause traffic hazards or congestion.
 - o 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.
 - o 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

Site Plan

Elevations

Unapproved Planning Commission Meeting 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

My motion, adopt the resolution.

Attachment List

1. Attachments
2. Unapproved PC Minutes



City of Blaine

Signature Copy

Resolution: RES 26-122

Resolution Granting a Conditional Use Permit to Construct a 1,400 Square Foot Detached Accessory Structure in a Farm Residential (FR) Zoning District at 11662 Lexington Avenue NE. Tyler Tall (Case File No. 26-0027/ACK)

WHEREAS, an application has been filed by Tyler Tall as Conditional Use Permit Case File No. 26-0027; and

WHEREAS, said case involves the property described as follows:

THE S1/2 OF NE1/4 OF NE1/4 OF SEC 14 TWP 31 RGE 23, EX RD, SUBJ TO EASE OF REC

WHEREAS, the Blaine Planning Commission held a public hearing on June 9, 2026, and recommended approval regarding said Conditional Use Permit; and

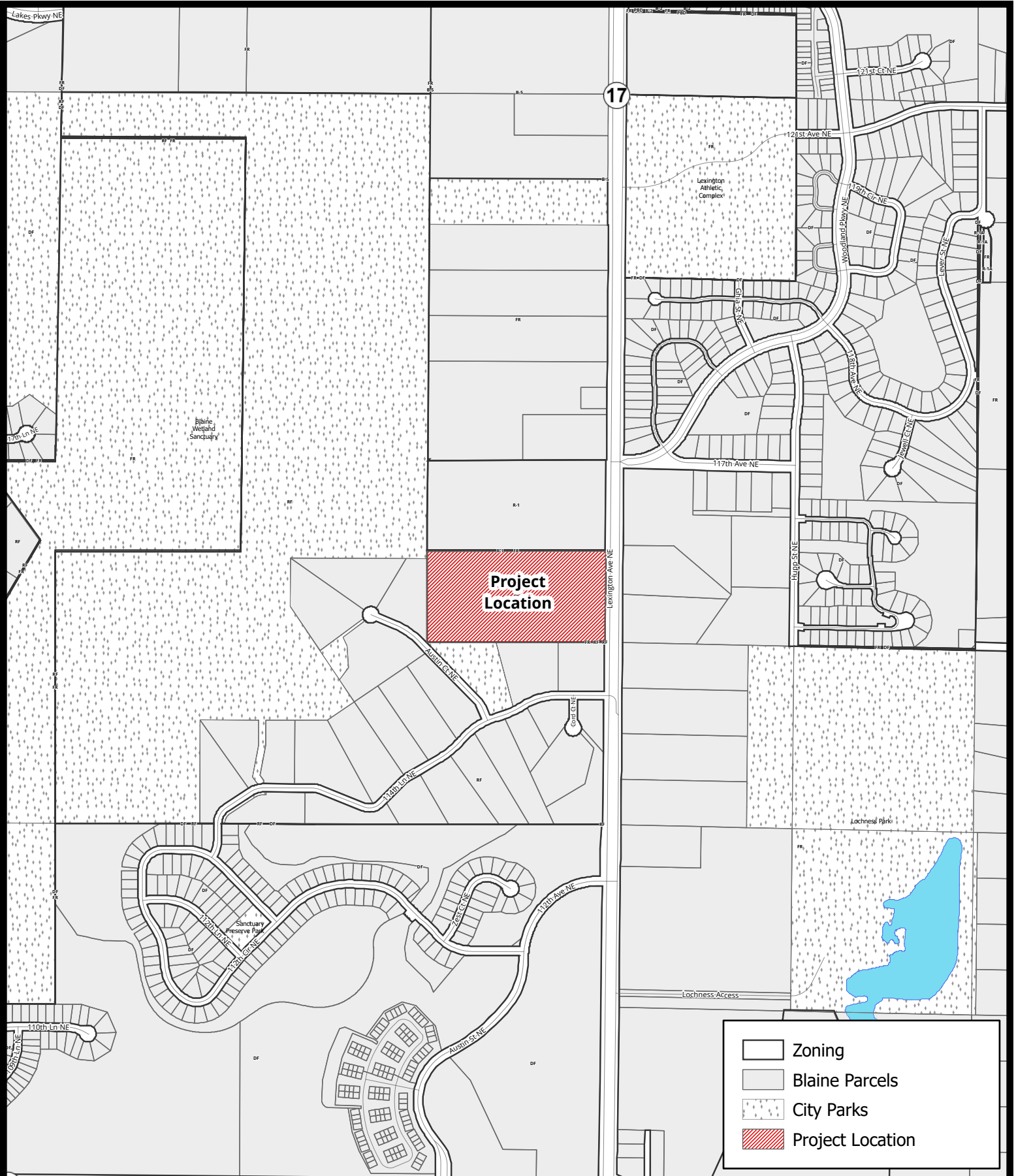
WHEREAS, the Blaine City Council has reviewed said case on July 6, 2026; and

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 Article III, Sections 109-53(11), 109-54(9), 109-54(18), and 109-54(22) of the zoning ordinance to construct a 1,400 square foot accessory structure for a total cumulative accessory structure space of 3,000 square feet in a Farm Residential (FR) zoning district with the following conditions:

1. The total cumulative accessory structure space is limited to 3,000 square feet. The existing and proposed accessory structures shall measure no more than 3,000 square feet when measured from interior wall to interior wall.
2. The existing accessory structure in the rear yard must be removed prior to building permit issuance for the proposed accessory structure.
3. The first 35-feet of driveway off of Lexington Avenue shall be paved with asphalt prior to final inspection of the proposed accessory structure.
4. Any proposed home occupation shall meet the requirements as outlined in section 129-10 of the zoning code.

PASSED by the City Council of the City of Blaine this 6th day of July, 2026.



Case File No. 26-0027 **Tyler Tall**

0 0.05 0.1 0.2 Miles

Scale: 1:10,878



BlaineMN.gov

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.

Landscape Narrative – Conditional Use Permit

My property currently does not include an attached garage; however, it does contain an existing 40' x 40' detached pole barn that is used for parking my daily vehicles and general storage.

I am proposing the construction of an additional accessory pole barn structure of approximately 1,400 square feet, resulting in a total of approximately 3,000 square feet of accessory building area on the property. The purpose of the proposed structure is to provide adequate enclosed storage for personal vehicles, including collector vehicles, a boat and snowmobiles.

In addition, the building will be used to store property maintenance equipment, including a lawn mower and snow removal equipment. Providing this enclosed storage will reduce outdoor storage on the property, improve overall site organization, and limit exposure of equipment and vehicles to the elements. The surrounding area of the building will be maintained with a combination of grass and compacted gravel as needed for vehicle access and no significant changes to grading are planned.



Design #: 318854385168
Store: BLAINE



Post Frame Building Estimate
Date: Apr 28, 2026, 2:03:16 PM

Elevation Views



For other design systems search "Design & Buy" on Menards.com



City of Blaine

Planning Commission

June 9, 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, June 9, 2026. Chair Goracke called the meeting to order at 7:00PM.

2. Roll Call

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

Members Absent: Commission Members Howard and Olson.

Staff Present: Shawn Kaye, Planner

Elizabeth Showalter, Community Development Specialist

Alex Koberoski, Assistant Planner

Teresa Barnes, Project Engineer

4. Public Hearing

- 4.5. 2026-281** Case File No. 26-0027 // Tyler Tall // 11662 Lexington Avenue NE
The applicant is requesting a conditional use permit to construct a 1,400 square foot detached accessory structure in a Farm Residential (FR) 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 26-0027 was opened at 7:25PM. As no one wished to appear, the public hearing was closed at 7:26PM.

Motion by Commissioner Swanson to recommend approval of Planning Case 26-0027 based on the following conditions:

Case 26-0027:

- 1. The total cumulative accessory structure space is limited to 3,000 square feet. The existing and proposed accessory structures shall measure no more than 3,000 square feet when measured from interior wall to interior wall.**
- 2. The existing accessory structure in the rear yard must be removed prior to building permit issuance for the proposed accessory structure.**
- 3. The first 35-feet of driveway off of Lexington Avenue shall be paved with asphalt prior to final inspection of the proposed accessory structure.**
- 4. Any proposed home occupation shall meet the requirements as outlined in section 129-10 of the zoning code.**

Motion seconded by Commissioner Geiselhart. The motion passed 5-0.

Chair Goracke noted this would be on the agenda of the July 6, 2026 city council meeting.



City of Blaine

Staff Report

File Number: RES 26-123

Agenda Date	Status
July 6, 2026	
In Control	File Type
City Council	Resolution

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

Agenda Item # 7.11

Resolution Granting a Conditional Use Permit to Allow up to 3,000 Square Feet of Accessory Building Space in a Farm Residential (FR) Zoning District at 11985 Lever Street NE. Jacob and Brittany Brausen (Case File No. 26-0029/SLK)

Executive Summary

The applicant is requesting a conditional use permit to allow the construction of a 2,180-square-foot detached accessory building, resulting in a total of 3,000 square feet of accessory building space on the property, including the existing attached garage.

Background

Planning Commission Public Hearing	June 9, 2026
City Council (Conditional Use Permit)	July 6, 2026
Action Deadline	July 12, 2026

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

Evaluation of Request

Planning Analysis

Zoning

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

Surrounding Zoning and Uses

The adjacent properties to the north, south, and east are zoned FR and have single-family homes. The properties to the west are zoned Development Flex (DF) and are the location of single family homes in the Woodland Village Development.

Existing Conditions

The property currently has a single family home with an attached garage.

History

There are no previous approvals on this parcel.

Site Plan

The applicant is proposing to construct a 2,180-square-foot detached accessory building for personal storage. The proposed structure meets all required setbacks and zoning standards for the district.

The property currently contains a 34-foot by 24-foot attached garage, totaling 816 square feet of garage space. Beneath the attached garage is an additional 816-square-foot workshop area that is classified as accessory building space. When combined with the proposed detached accessory building, the total accessory building area would be approximately 3,812 square feet, which exceeds the 3,000-square-foot maximum permitted through a conditional use permit.

As currently finished, the workshop area counts toward the total accessory building square footage. The applicant has indicated they will modify the workshop area so it no longer qualifies as accessory building space under City requirements. To accomplish this, the applicant will:

- Replace the existing 6-foot exterior access door (double door) with a standard 3-foot door; and
- Install heating, ventilation, and air conditioning (HVAC) within the 816-square-foot workshop area.

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 (CUP).

Architecture

The architectural style and color of an accessory building shall be compatible with the principal building. The facing material of the accessory building shall be compatible with the principal building. The submitted plans indicate the accessory building will be compatible with the home.

Tree Preservation

The applicant will need to meet tree preservation requirements with the construction of the accessory structure.

Engineering Analysis

Grading/Storm Drainage

For the proposed accessory building to receive a building permit, a certificate of survey will be required to be received, reviewed for compliance and approved. The proposed accessory building will be required to provide as-built surveys to verify structure elevations, custom grading requirements, and final lot grading elevations.

Utilities

The property is serviced by an existing water well and septic system. Review of the proposed accessory building will be required to determine if the existing systems will support the proposed accessory

building or if separate systems will be required. If separate systems are required, additional review of construction drawings will be required.

Wetlands/Watershed/FEMA

The property owner provided an updated wetland delineation, completed in 2026. Per the updated delineation, the property owner is applying for the partial vacation of a portion of the existing drainage, utility and wetland easement that exists on the property. Per the updated wetland delineation, the vacation of a portion of the easement, allowing the accessory building to be constructed within the desired location, is acceptable and should occur concurrently, pending the outcome of the public hearing.

The Certificate of Survey 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 the easement.

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

Access/Street Design/Sidewalks/Trails

The proposed construction will utilize the existing access points to the existing parking area. No new access point will be granted. No additional street design, sidewalks or trails 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.

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.
 - o The construction of a 2,180 sf detached accessory building 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.
 - o The proposed detached accessory building will be located approximately 175 feet from Lever Street, and will be consistent with other properties in the area that have larger accessory structures. The detached accessory building will be compatible with adjacent properties.

3. The use shall have an appearance that will not have an adverse effect upon adjacent properties.
 - o The detached accessory building will be constructed to be compatible with 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.
 - o 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.
 - o The use is not in conflict with the LDR designation in the Comprehensive Plan.
7. The use will not cause traffic hazards or congestion.
 - o 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.
 - o 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

Proposed Accessory Building Floor Plan

Proposed Accessory Building Elevations

Existing Attached Garage Floor Plan

Existing Workshop Floor Plan

Narrative

Unapproved Planning Commission Meeting 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 PC Minutes



City of Blaine

Signature Copy

Resolution: RES 26-123

Resolution Granting a Conditional Use Permit to Allow up to 3,000 Square Feet of Accessory Building Space in a Farm Residential (FR) Zoning District at 11985 Lever Street NE. Jacob and Brittany Brausen (Case File No. 26-0029/SLK)

WHEREAS, an application has been filed by JACOB JOSEPH JAMES BRAUSEN, BRITTANY SUZANNE BRAUSEN as Conditional Use Permit Case File No. 26-0029; and

WHEREAS, said case involves the property described as follows:

Lot 4, Block 1 SUNSET POND SECOND ADDITION Subject to the easements for drainage and utility purposes only as shown on this plat, SUNSET POND SECOND ADDITION, filed as Doc. No. 296159 on May 12, 1997. Subject to the easements for drainage and utility purposes only as shown on this plat, SUNSET POND, filed as Doc. No. 255908 on June 14, 1994. Subject to subsisting ditch liens, if any.

WHEREAS, the Blaine Planning Commission held a public hearing on June 9, 2026, and recommended approval regarding said Conditional Use Permit; and

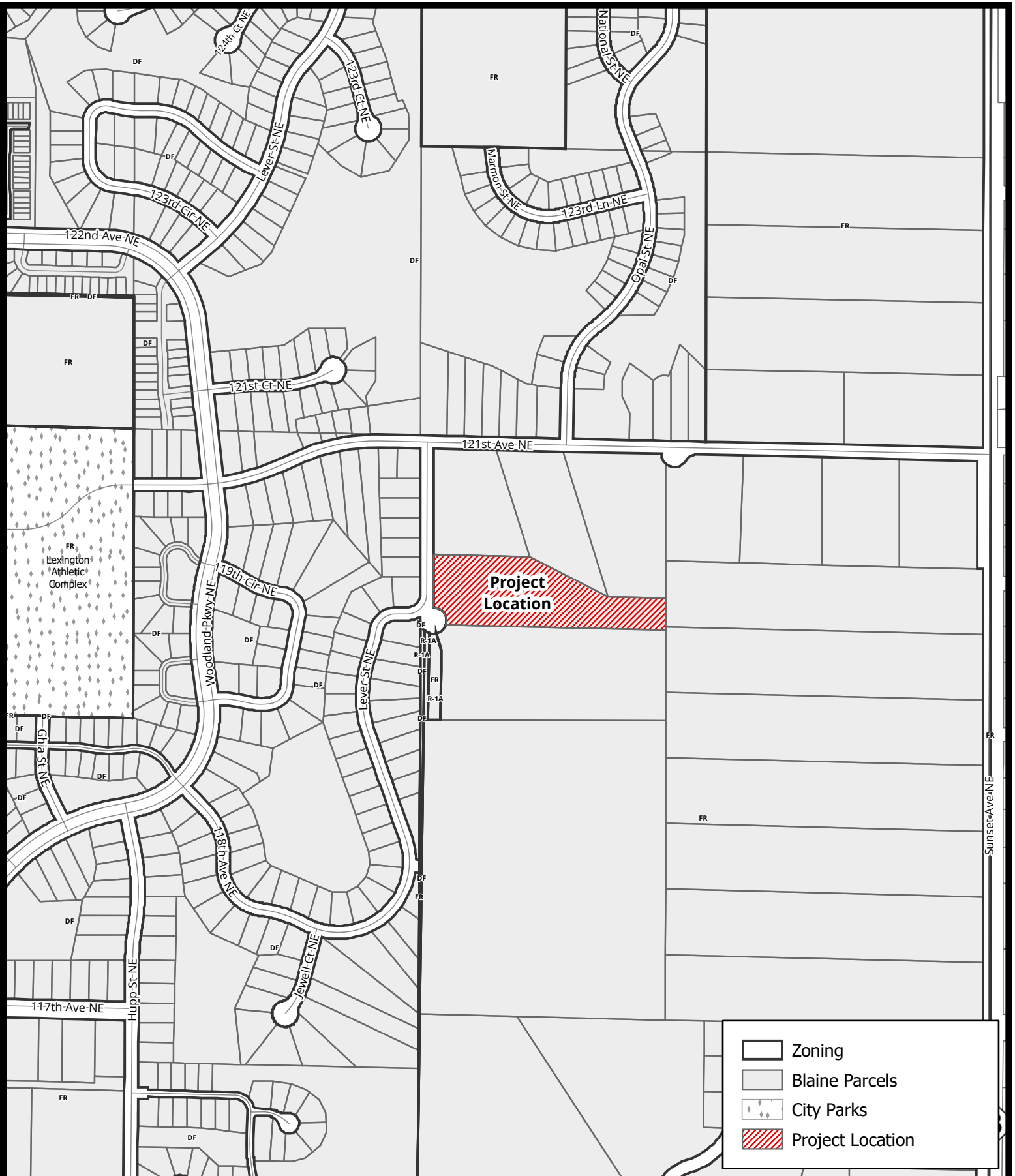
WHEREAS, the Blaine City Council has reviewed said case on July 6, 2026; and

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 accessory building space in the Farm Residential (FR) zoning district with the following conditions:

1. The architectural style, facing material and color of the accessory building shall be compatible with the principal building.
2. The detached accessory building shall be used for personal storage only.
3. Total accessory building space is limited to 3,000 square feet.
4. The HVAC system and changing the 6-foot double door to a 3-foot door must be completed prior to the issuance of a building permit for the detached accessory building.
5. 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.
6. Vacation of a portion of the existing drainage, utility and wetland easement needs to be approved and recorded prior to the start of any work.
7. Verify with Rice Creek Watershed District if a permit is required or not.

PASSED by the City Council of the City of Blaine this 6th day of July, 2026.



Case File No. 26-0029

Jacob & Brittany Brausen

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.

0 0.04 0.08 0.16 Miles

Scale: 1:6,878



BlaineMN.gov

CERTIFICATE OF SURVEY

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

PROPERTY DESCRIPTION

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

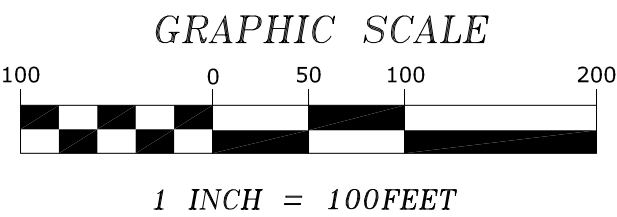
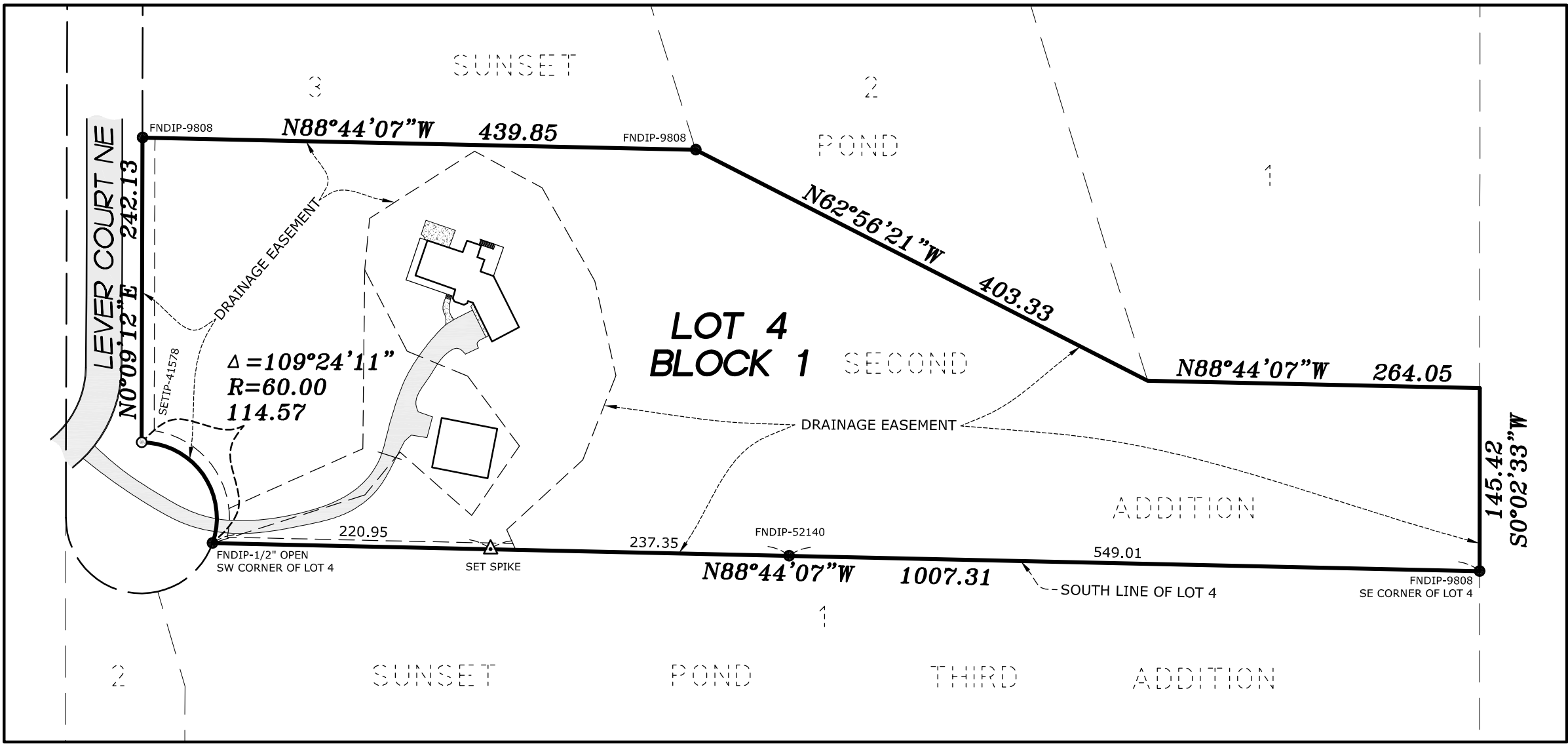
NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 4/29/2026.
- Bearings shown are on Anoka County datum.
- Parcel ID Number: 12-21-23-42-0007.
- Total parcel area = 259,460 sq. ft. (5.96 acres).
- Curb shots are taken at the top and back of curb.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- Contours shown are a combination of field topography and MN-DNR Lidar data.
- Wetland delineation completed by Jacobson Environmental.

LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 41578
- △ DENOTES SET PKNAIL
- AC DENOTES AIR CONDITIONING UNIT
- DENOTES ELECTRIC METER
- ⊞ DENOTES GAS METER
- ⊞ DENOTES SANITARY MANHOLE
- ⊞ DENOTES WELL
- ⊞ DENOTES SEPTIC MANHOLE
- DENOTES CATCH BASIN
- ⊞ DENOTES CURB STOP
- ⊞ DENOTES WATER VALVE
- ⊞ DENOTES MAILBOX
- ⊞ DENOTES EXISTING SPOT ELEVATION
- ⊞ DENOTES EXISTING CONTOURS
- ⊞ DENOTES RETAINING WALL
- ⊞ DENOTES BITUMINOUS SURFACE
- ⊞ DENOTES CONCRETE SURFACE

BOUNDARY EXHIBIT



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

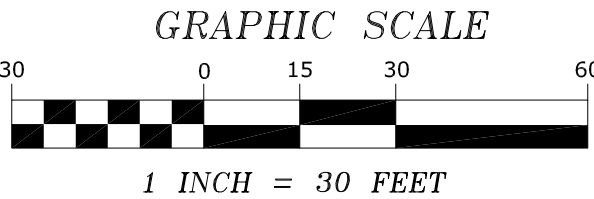
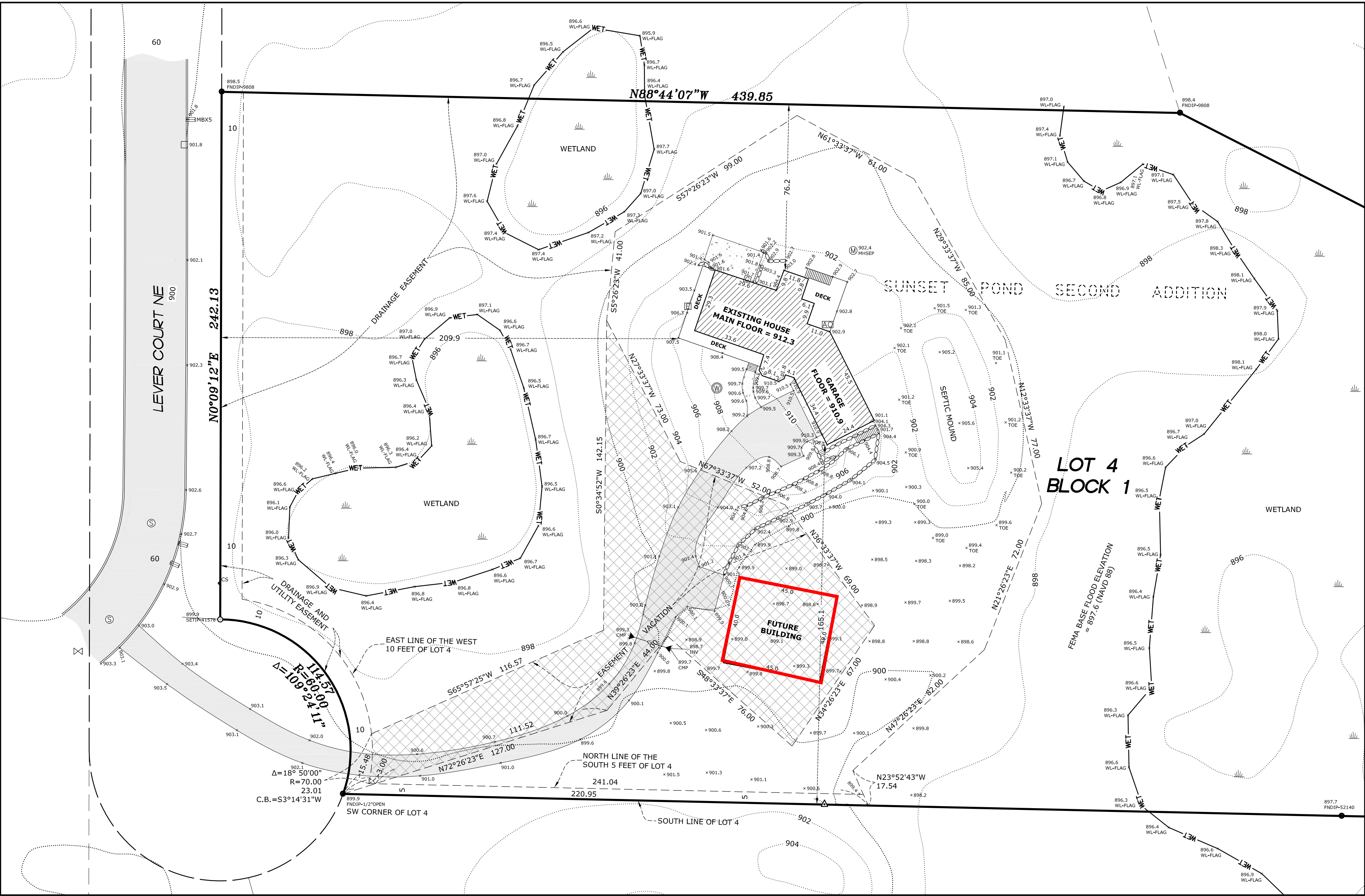
DESCRIPTION OF EASEMENT VACATION

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 DETAIL



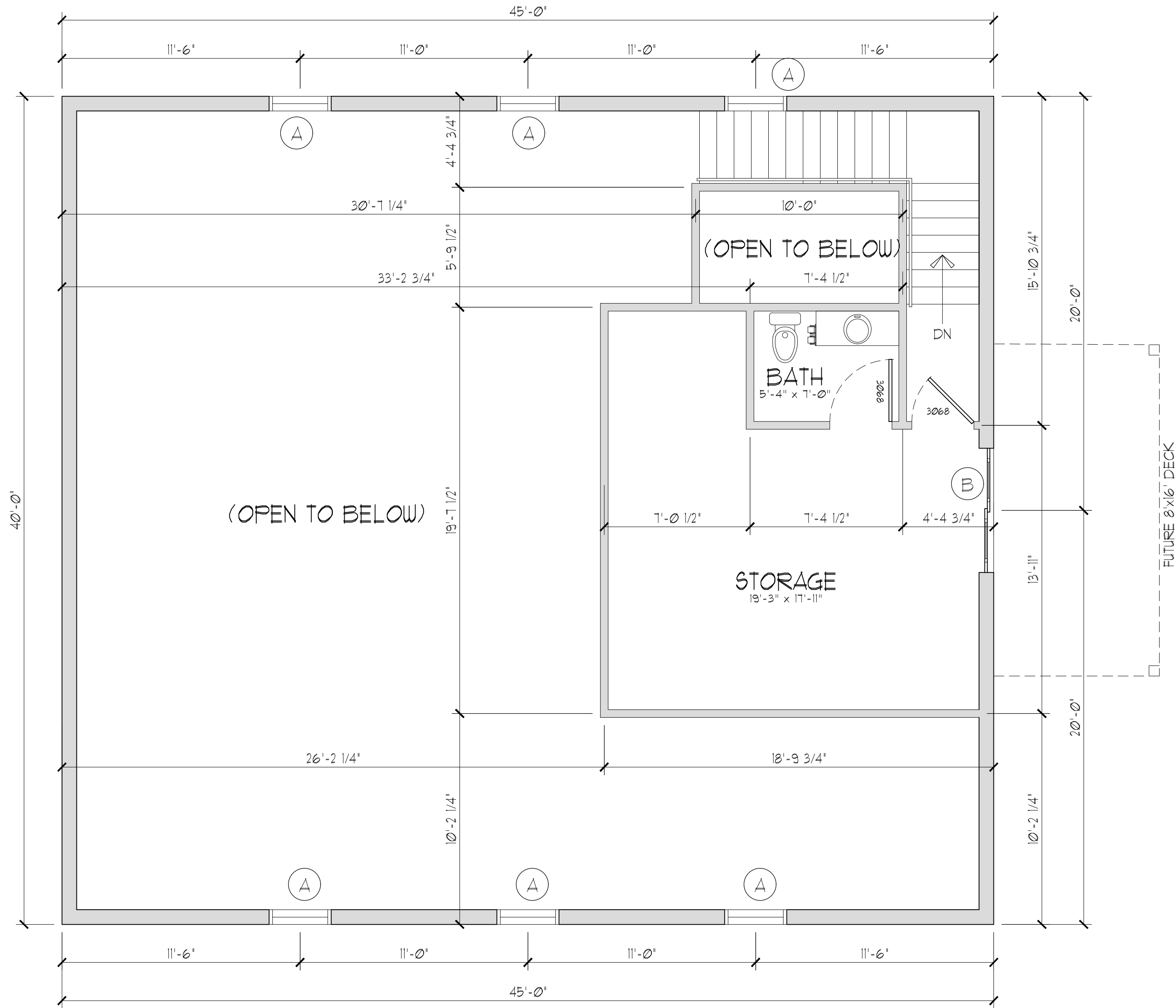
BENCHMARK

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

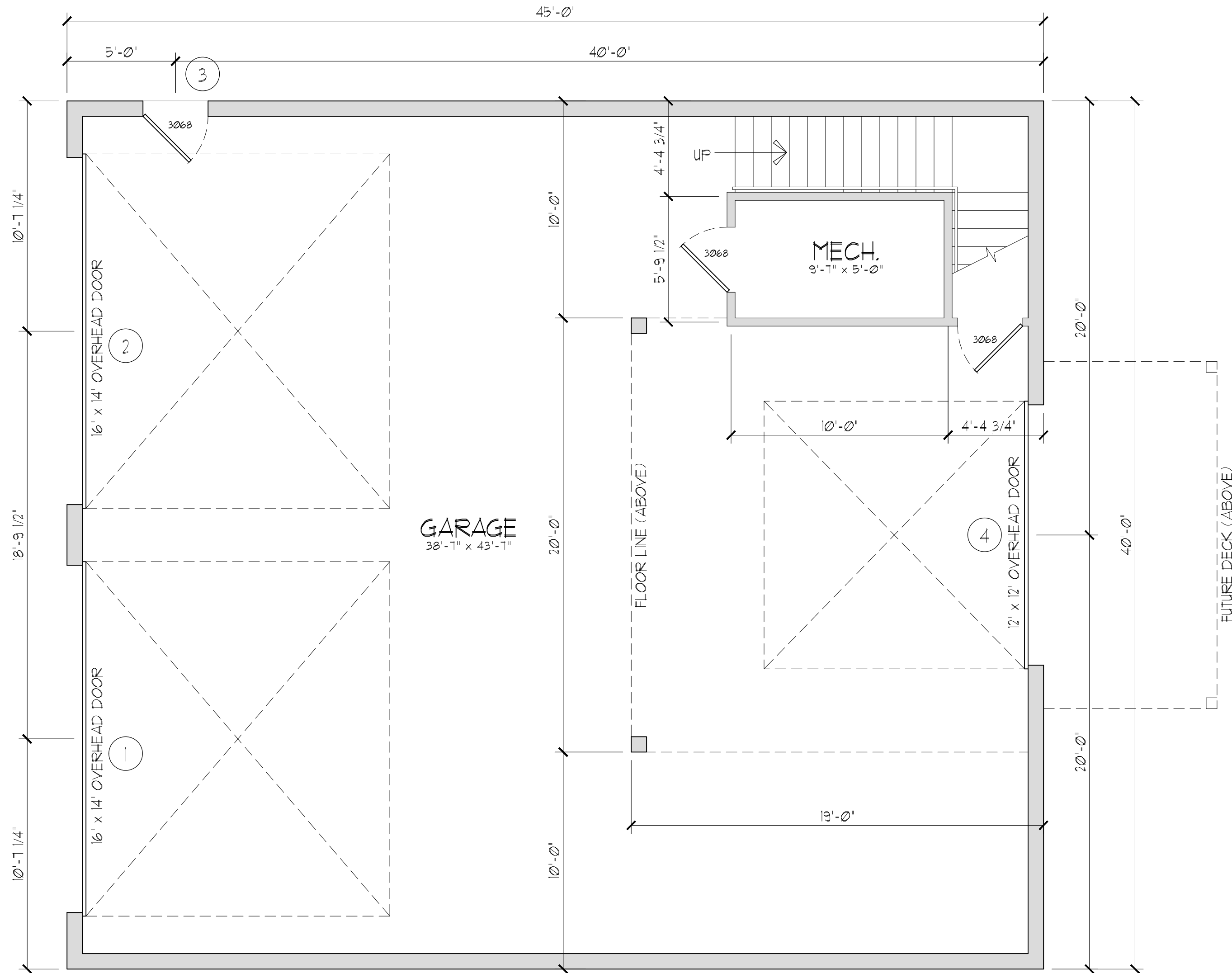
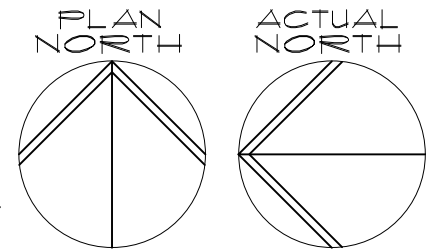
DRAWN BY: BAB	JOB NO: 260343BT	DATE: 5/5/2026
CHECK BY: JER	FIELD CREW: BH/BJ	
1		
2		
3		
NO.	DATE	DESCRIPTION
		BY

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

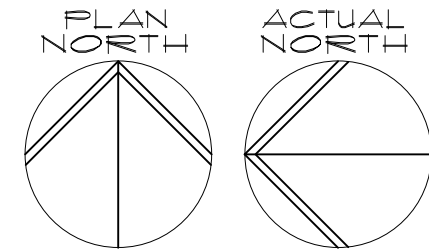
www.egrud.com



SECOND FLOOR PLAN
SCALE: 1/4"=1'-0" 380 SQ. FT.



FIRST FLOOR PLAN
SCALE: 1/4"=1'-0" 1800 SQ. FT.



GENERAL NOTES:

- ALTHOUGH EVERY EFFORT HAS BEEN MADE IN THE PREPERATION OF THESE PLANS AND CHECKING THEM FOR ACCURACY, THE CONTRACTOR MUST VERIFY ALL DETAILS AND DIMENSIONS AND BE RESPONSIBLE FOR THE SAME.
- CONTRACTOR SHALL SECURE ALL APPROVALS NECESSARY FOR CONSTRUCTION.
- THESE PLANS DO NOT INCLUDE THE FOLLOWING:
 - (A) HVAC DESIGN
 - (B) PLUMBING DESIGN
 - (C) ELECTRICAL DESIGNIT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO OBTAIN THESE DESIGNS AND TO COORDINATE ALL WORK FOR ALL TRADES INVOLVED.
- FRAMING SHALL BE IN ACCORDANCE WITH ALL CODES WITHIN THE STATE LOCATION OF THE BUILDING & CURRENT BUILDING PRACTICES.
- PROVIDE FIREBLOCKING, DRAFTSTOPS AND FIRESTOPS PER ALL CODES WITHIN THE STATE LOCATION OF THE BUILDING AND LOCAL REQUIREMENTS
- ALL ROOM FINISHES SHALL BE VERIFIED W/ OWNER AT TIME OF BIDDING AS SOME FINISHES MAY CHANGE DURING BIDDING PROCESS.
- DESIGN, FABRICATION, AND ERECTION SHALL BE IN ACCORDANCE WITH ALL CODES WITHIN THE STATE LOCATION OF THE BUILDING.
- ALL ELECTRICAL WORK SHALL CONFORM TO LOCAL AND N.E.C. CODES
ALL ELECTRICAL WORK SHALL BE THE RESPONSIBILITY OF THE OWNER.

DOOR SCHEDULE				
KEY	SIZE	TYPE	OPTIONS	REMARKS
1	16'-0" x 14'-0"	OVERHEAD	FRAME OUT ONLY	VERIFY JAMB WIDTH & R.O.
2	16'-0" x 14'-0"	OVERHEAD	FRAME OUT ONLY	VERIFY JAMB WIDTH & R.O.
3	3'-0" x 6'-8"	INSULG	FRAME OUT ONLY	VERIFY JAMB WIDTH & R.O.
4	12'-0" x 12'-0"	OVERHEAD	FRAME OUT ONLY	VERIFY JAMB WIDTH & R.O.

WINDOW/DOOR SCHEDULE (VERIFY WINDOW MANUF. & R.O.)				
KEY	UNIT #	TYPE	ROUGH OPENING WINDOW SIZE	REMARKS
A	3060	CASEMENT (FIXED)	3'-0" x 6'-0"	VERIFY JAMB WIDTH
B	6068	SLIDING PATIO DOORS	6'-0" x 6'-8"	VERIFY JAMB WIDTH

PRELIMINARY

NOT FOR CONSTRUCTION

DATE: 5-12-26
Driftless Area Design LLC

Driftless Area Design LLC
P.O. Box 2
Gays Mills, WI 54631

Drawn:
Approved:

date	comments
REVISIONS	

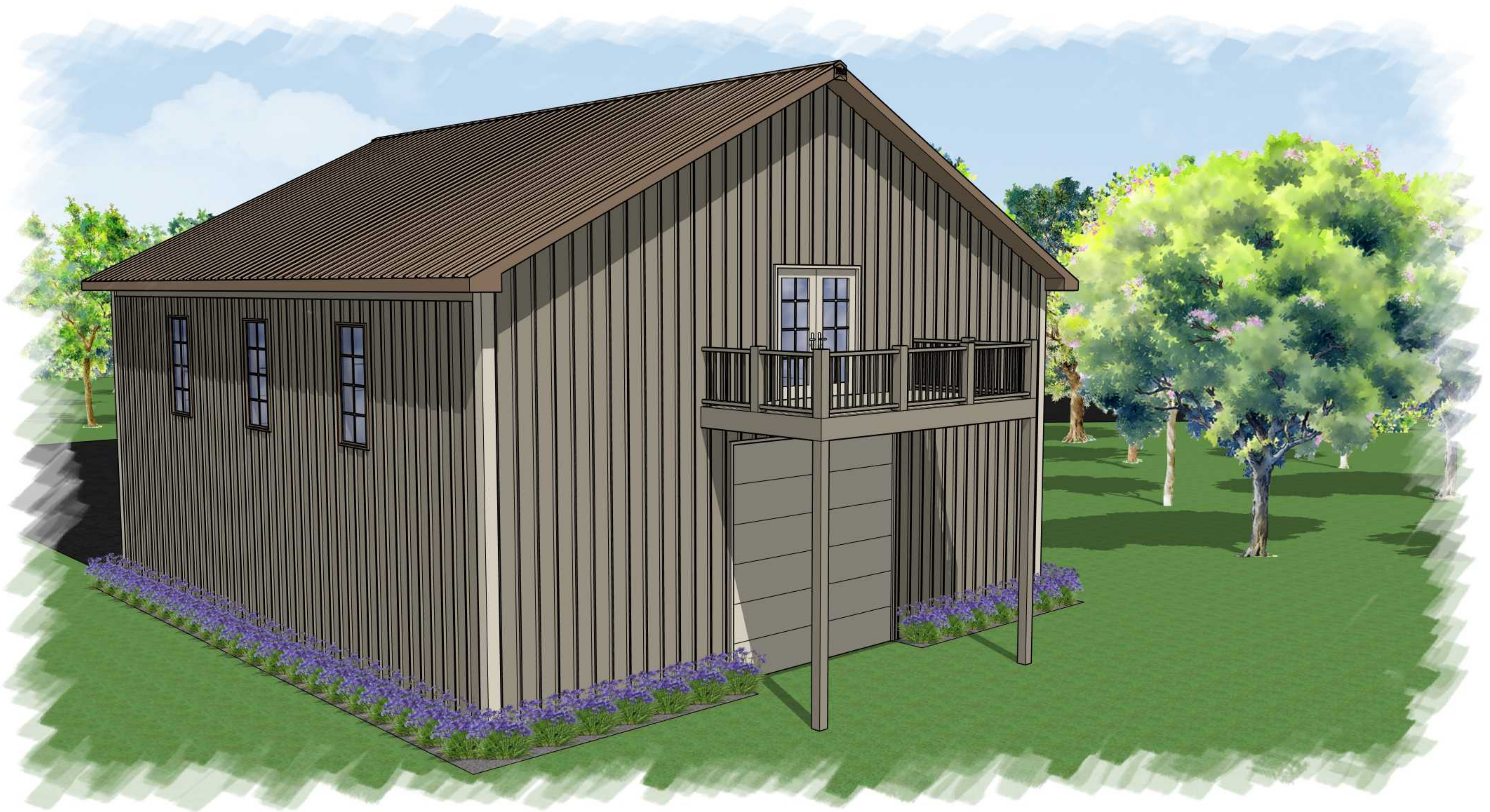
Job:
Date: 5-12-26

OWNERSHIP OF DOCUMENTS
This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of Driftless Area Design LLC and is not to be used in whole or in part, for any other project without the written authorization of Driftless Area Design LLC.

Builder: Allan Dorney Construction
Fridley, MN 55432
Owner: Brausen Project
Blaine, MN 55449

Sheet
A-1



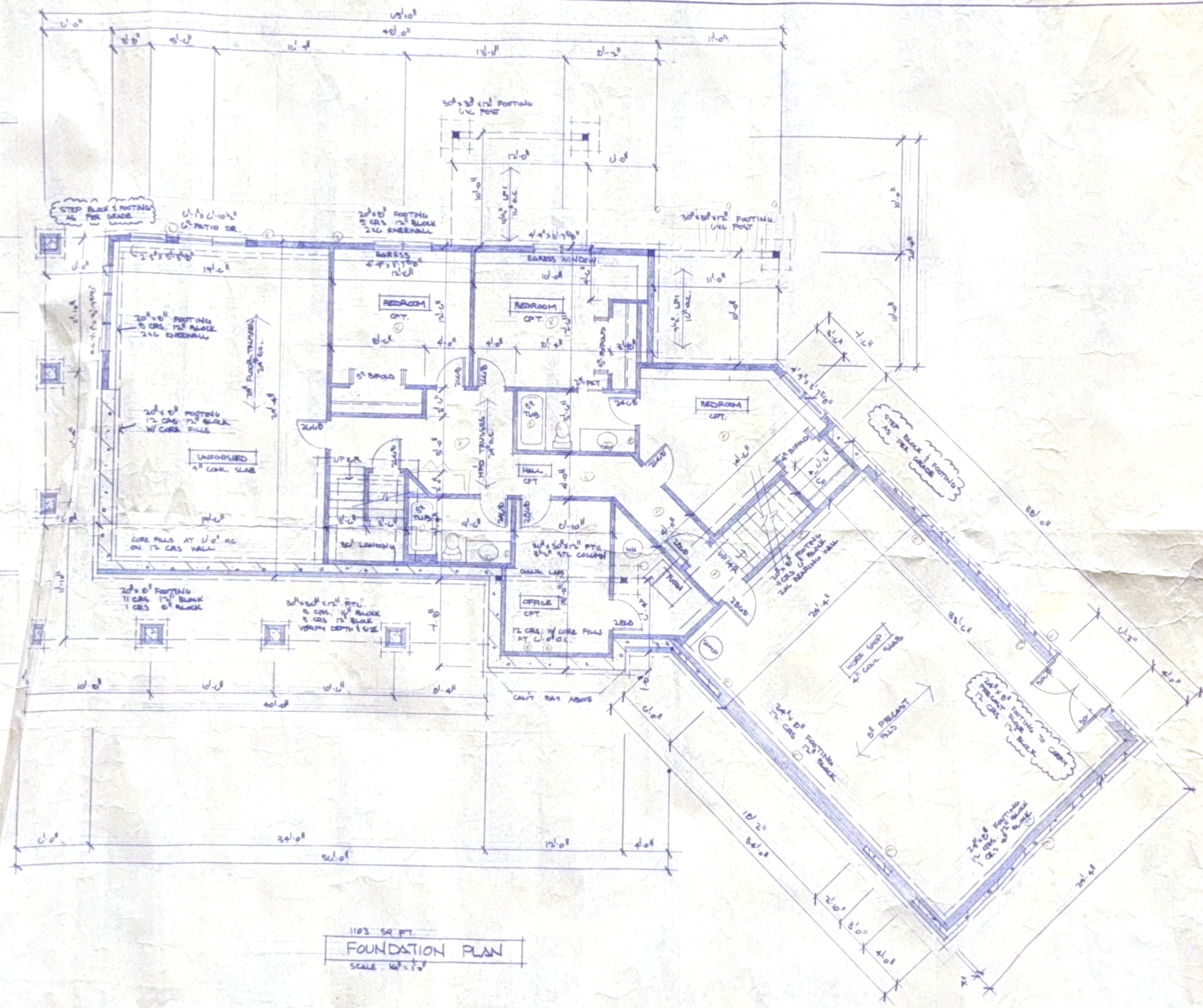


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RESIDENTIAL DESIGN
KOYAT
4100 LAKESHORE AVENUE, SUITE 200, WILSON, NJ 07094 • (908) 493-9218

WITHOUT THE EXPRESS WRITTEN CONSENT OF THE ENGINEER, NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. THESE PLANS ARE DESIGNED EXCLUSIVELY FOR THE USE OF KOYAT, AND NO OTHER USE IS INTENDED. THE ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR THE DESIGN OF THE INTERIORS, MECHANICAL, ELECTRICAL, OR PLUMBING SYSTEMS, OR FOR THE DESIGN OF THE LANDSCAPE OR OTHER SITEWORK. THE ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR THE DESIGN OF THE FOUNDATION OR STRUCTURAL ELEMENTS OF THE BUILDING IF THE CLIENT PROVIDES THE FOUNDATION OR STRUCTURAL ELEMENTS OF THE BUILDING.

DATE: 10/10/97
DRAWING NO.: 103-01
SHEET NO.: 2 OF 4



1103 SQ. FT.
FOUNDATION PLAN
SCALE: 1/4\"/>

Jake & Brittany Brausen

11985 Lever St NE

Blaine MN 55449

Purpose of Pole Shed

City Of Blaine

The purpose of this shed is to provide additional storage space for our boat, lawn tractor, tools for outdoor lawn maintenance, gardening supplies, seasonal décor & seasonal outdoor patio furniture. The upper level of this storage space will provide additional storage and gathering space.

Jake & Brittany Brausen



City of Blaine

Planning Commission

June 9, 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, June 9, 2026. Chair Goracke called the meeting to order at 7:00PM.

2. Roll Call

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

Members Absent: Commission Members Howard and Olson.

Staff Present: Shawn Kaye, Planner

Elizabeth Showalter, Community Development Specialist

Alex Koberoski, Assistant Planner

Teresa Barnes, Project Engineer

4. Public Hearing

- 4.6. 2026-282** Case File No. 26-0029 // Jacob and Brittany Brausen // 11985 Lever Street NE
The applicant is requesting a conditional use permit to allow up to 3,000 square feet of accessory building space 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 26-0029 was opened at 7:29PM.

Tad Wickstrom, explained he was the father/father-in-law of the applicants and noted he was available for comments or questions.

The public hearing was closed at 7:30PM.

Motion by Commissioner Geiselhart to recommend approval of Planning Case 26-0029 based on the following conditions:

Case 26-0029:

- 1. The architectural style, facing material and color of the accessory building shall be compatible with the principal building.**
- 2. The detached accessory building shall be used for personal storage only.**
- 3. Total accessory building space is limited to 3,000 square feet.**
- 4. The HVAC system and changing the 6-foot double door to a 3-foot door must be completed prior to the issuance of a building permit for the detached accessory building.**
- 5. 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.**
- 6. Vacation of a portion of the existing drainage, utility and wetland easement needs to be approved and recorded prior to the start of any work.**
- 7. Verify with Rice Creek Watershed District if a permit is required or not.**

Motion seconded by Commissioner Freeman. The motion passed 5-0.

Chair Goracke noted this would be on the agenda of the July 6, 2026 city council meeting.



City of Blaine Staff Report

File Number: 2026-141

Agenda Date	Status
July 6, 2026	
In Control	File Type
City Council	Action Item

Approval of Consent Agenda: - Scott Johnson, Director of Administrative Services

Agenda Item # 7.12

Approve City Attorney Contracts with Eckberg Lammers

Background

The City Council discussed the civil and criminal legal contracts at the June 1, 2026, Workshop. The current contracts for both civil and prosecution services with Eckberg and Lammers will end on December 31, 2026. In 2018, a request for proposals was conducted with seven proposals received, and three firms selected for interviews. City Council directed staff to present contracts for both civil and criminal prosecution with Eckberg and Lammers for approval at the October 4, 2018, City Council meeting. In 2023, the city council discussed whether to continue services with Eckberg Lammers or go out for RFP for legal services. The council chose to continue services with Eckberg and not do an RFP. Eckberg submitted a proposal for a three-year renewal of the contracts which commenced January 1, 2024, through December 31, 2026. The 2024-2026 criminal prosecution agreement included a 3% increase each year of the contract. The 2026 annual fee for prosecution is \$300,000.

Given the expiration of the contract on December 31, 2026, the council directed staff to move forward with updated agreements for civil and criminal legal services with Eckberg Lammers starting January 1, 2027.

Staff Recommendation

Approve updated agreements for civil and criminal legal services with Eckberg Lammers starting January 1, 2027.

Questions for Council

Is the City Council supportive of placing the contract renewals for criminal prosecution and civil legal services on a future regular meeting agenda for consideration or does the Council desire to do an RFP for legal services?

Attachment List

1. 2027-2029 Proposed Rates
2. 2024-2026 Criminal Legal Services Contract
3. 2024-2026 Civil Legal Services Contract
4. Blaine Contract for Civil Legal Services – 2027-2029
5. Blaine Contract for Criminal Prosecution Legal Services – 2027-2029

CITY OF BLAINE
ECKBERG LAMMERS RATE SCHEDULE 2027-2029 (PROPOSED)

CIVIL MUNICIPAL LEGAL SERVICES - RETAINER

2024 - 2026	CURRENT RETAINER	
Year 1	Jan 1, 2024 – Dec 31, 2024	\$4,000 per month
Year 2	Jan 1, 2025 – Dec 31, 2025	\$4,250 per month
Year 3	Jan 1, 2026 – Dec 31, 2026	\$4,500 per month

2027 – 2029	PROPOSED RETAINER	
Year 1	Jan 1, 2027 – Dec 31, 2027	\$4,750 per month
Year 2	Jan 1, 2028 – Dec 31, 2028	\$5,000 per month
Year 3	Jan 1, 2029 – Dec 31, 2029	\$5,250 per month

GENERAL CIVIL MUNICIPAL LEGAL SERVICES - HOURLY

2024 – 2026	CURRENT ATTORNEY RATES	
Year 1	Jan 1, 2024 – Dec 31, 2024	\$175 per hour
Year 2	Jan 1, 2025 – Dec 31, 2025	\$182.50 per hour
Year 3	Jan 1, 2026 – Dec 31, 2026	\$190 per hour

2027 - 2029	PROPOSED ATTORNEY RATES	
Year 1	Jan 1, 2027 – Dec 31, 2027	\$205 per hour
Year 2	Jan 1, 2028 – Dec 31, 2028	\$215 per hour
Year 3	Jan 1, 2029 – Dec 31, 2029	\$230 per hour

2024 – 2026	CURRENT PARALEGAL / LEGAL ASSISTANT RATES	
Year 1	Jan 1, 2024 – Dec 31, 2024	\$110 per hour
Year 2	Jan 1, 2025 – Dec 31, 2025	\$115 per hour
Year 3	Jan 1, 2026 – Dec 31, 2026	\$120 per hour

2027 – 2029	PROPOSED PARALEGAL / LEGAL ASSISTANT RATES	
Year 1	Jan 1, 2027 – Dec 31, 2027	\$130 per hour
Year 2	Jan 1, 2028 – Dec 31, 2028	\$140 per hour
Year 3	Jan 1, 2029 – Dec 31, 2029	\$155 per hour

Stillwater Office
1809 Northwestern Avenue
Stillwater, MN 55082

Hudson Office
430 Second Street
Hudson, WI 54016

Bloomington Office
7760 France Avenue S, #830
Bloomington, MN 55435

Phone (MN) 651-439-2878
Phone (WI) 715-386-3733
Fax 651-439-2923

SPECIALIZED CIVIL LEGAL SERVICES – HOURLY

2024 – 2026	CURRENT ATTORNEY RATES	
Year 1	Jan 1, 2024 – Dec 31, 2024	\$235 per hour
Year 2	Jan 1, 2025 – Dec 31, 2025	\$245 per hour
Year 3	Jan 1, 2026 – Dec 31, 2026	\$255 per hour

2027 - 2029	PROPOSED ATTORNEY RATES	
Year 1	Jan 1, 2027 – Dec 31, 2027	\$265 per hour
Year 2	Jan 1, 2028 – Dec 31, 2028	\$275 per hour
Year 3	Jan 1, 2029 – Dec 31, 2029	\$290 per hour

2024 – 2026	CURRENT PARALEGAL / LEGAL ASSISTANT RATES	
Year 1	Jan 1, 2024 – Dec 31, 2024	\$150 per hour
Year 2	Jan 1, 2025 – Dec 31, 2025	\$155 per hour
Year 3	Jan 1, 2026 – Dec 31, 2026	\$160 per hour

2027 – 2029	PROPOSED PARALEGAL / LEGAL ASSISTANT RATES	
Year 1	Jan 1, 2027 – Dec 31, 2027	\$175 per hour
Year 2	Jan 1, 2028 – Dec 31, 2028	\$185 per hour
Year 3	Jan 1, 2029 – Dec 31, 2029	\$195 per hour

PROSECUTION MONTHLY RETAINER

2024 - 2026	CURRENT RETAINER	
Year 1	Jan 1, 2024 – Dec 31, 2024	\$22,660.00 per month
Year 2	Jan 1, 2025 – Dec 31, 2025	\$22,338.08 per month
Year 3	Jan 1, 2026 – Dec 31, 2026	\$24,038.22 per month

2027 – 2029	PROPOSED RETAINER	
Year 1	Jan 1, 2027 – Dec 31, 2027	\$24,759.37 per month
Year 2	Jan 1, 2028 – Dec 31, 2028	\$25,749.75 per month
Year 3	Jan 1, 2029 – Dec 31, 2029	\$26,779.74 per month

CONTRACT FOR CRIMINAL PROSECUTION LEGAL SERVICES

This CONTRACT FOR CRIMINAL PROSECUTION LEGAL SERVICES (the "Agreement") is entered into by and between the City of Blaine (hereinafter "City"), 10801 Town Square Drive NE, Blaine, MN 55449 and the law firm of Eckberg Lammers, P.C. (hereinafter "Law Firm"), 1809 Northwestern Avenue, Stillwater, MN, 55082, for the purpose of utilizing the Law Firm to provide criminal prosecution legal services to the City.

RECITALS

1. The City wishes to retain the Law Firm to provide criminal prosecution legal services on behalf of the City.
2. The Law Firm agrees to provide criminal prosecution legal services to the City on a monthly flat fee retainer paid by the City to the Law Firm.
3. The monthly flat fee retainer rates identified in the proposal submitted by the Law Firm are as follows:

	2024	2025	2026
Yearly	\$271,920.00	\$280,057.00	\$288,458.71
Monthly	\$22,660.00	\$23,338.08	\$24,038.23

Expenses to be Billed:

The City will reimburse the Law Firm for the actual, necessary and reasonable costs and expenses incurred by the Law Firm in the performance of the legal services contained in this Agreement. These costs and expenses included but are not limited to:

- Process Server Fees
- Court Filing Fees
- Court Reporter Transcription Fees

The Law Firm will not charge for the following:

- Office Supplies
- Printing Expenses
- Prosecution Meetings

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained herein and other good and sufficient consideration, the parties hereto agree to the following:

TERMS

Scope and Nature of Prosecution Services: The parties hereto agree to the following description of the nature of the legal services to be provided by the Law Firm to the City:

- a)** Meetings and/or telephone conversations with and advising the Mayor, Council Members, City Manager, Police Chief, and other authorized staff on general criminal legal matters.
- b)** Research and submission of legal opinions on municipal or other criminal legal matters requested by the City Manager, Police Chief or other authorized staff; availability to answer staff questions by telephone,
- c)** Legal consultation and general support for the Mayor, Council Members, City Manager, Police Chief and other authorized staff on general criminal legal matters.
- d)** Provide a high level of customer service by responding in a prompt manner.
- e)** Prosecute all petty misdemeanor, misdemeanor and statutorily delegated gross misdemeanor offenses committed within the corporate limits of the City. This service includes all such cases initiated by any law enforcement agency and citizen complaints including, but not limited to, traffic violations, DWI cases, theft and City Code violations.
- f)** Provide advice, consultation and training where required to the City's Police Department and to all other departments of the City in the interpretation and enforcement of statutes, ordinances and investigations of violations in connection with the prosecution of criminal cases.
- g)** Prepare criminal complaints where facts warrant.
- h)** Evaluate all cases where a plea of not guilty is entered and prosecute where warranted.
- i)** Prepare appropriate pre-trial notices as required,
- j)** Seek such additional investigation as required.
- k)** Negotiate and enter plea bargains where deemed advisable.

- l) Represent the City at all pre-trial hearings including motions.
- m) Perform all legal research and prepare briefs when required.
- n) Try all jury and court trials.
- o) Draft Ordinances, ordinance amendments, resolutions and correspondence as requested.
- p) Review ordinances as requested.
- q) Render written opinions on law when requested, including interpretation of statutes, ordinances, rules and regulations.
- r) Ensure proper notification and preparation of witnesses, police officers and staff for trial.
- s) Investigate and evaluate all claims by the City against others and recommend appropriate courses of action, including but not limited to code enforcement issues and administrative citations.
- t) Handle all criminal appeals and contested DWI forfeitures matters.

Conflict of Interest and Attorney/Client Privilege:

- a) **Conflict of Interest:** If the Law Firm represents or has ever represented an opposing party in a legal matter, whether within or outside of any of the scope of services mentioned by the retainer above, the Law Firm shall arrange for suitable alternative representation at the Law Firm's expense. The City will be responsible for any conflict-of-interest expenses incurred if a conflict of interest exists due to the City's relationship with potential parties to a prosecution case.
- b) **Attorney/Client Privilege:** The Law Firm is authorized to utilize e-mail without encryption to transmit and receive confidential client information. While digital cordless and cellular telephones within a digital service area would be best to be used to transmit and receive confidential client information and may be used by the Law Firm to transmit and receive confidential client information. The City specifically acknowledges that it understands the confidentiality risks associated with inadvertent interception.

Prosecution Services Billing Format, Cycle, Payment Expectations and Term of Contract.

Billing Format: The Law Firm will submit monthly statements for criminal prosecution legal services rendered for the prior month, including expenses incurred.

Payment Expectations: The City will pay the bill of the Law Firm routinely According to its internal payment procedures by forwarding a check to the Law Firm paying for both legal services and expenses shown on the Law Firm's monthly statement.

City Approval and Term of Contract: The City Council authorizes the Law Firm to commence performing the services contemplated under this Agreement. The term of this Contract will be from January 1, 2024, to December 31, 2026. This contract may be terminated by either party upon sixty days written notice.

THE CITY OF BLAINE

By: 
Mayor

Dated: December 18, 2023

By: 
City Manager

Dated: December 18, 2023

ECKBERG LAMMERS, P.C.

By: _____

Dated: _____

CONTRACT FOR CIVIL LEGAL SERVICES

This Agreement is entered into by and between The City of Blaine (hereinafter "City"), 10801 Town Square Drive, Blaine, MN 55449, and the law firm of Eckberg Lammers, P.C. (hereinafter "Law Firm"), 1809 Northwestern Avenue, Stillwater, MN, 55082, for the purpose of utilizing the Law Firm provide civil legal services to the City.

RECITALS

WHEREAS, The City and Law Firm are currently subject to a Contract for Civil Legal Services, which extends through December 31, 2023.

WHEREAS, The Law Firm has requested, and the City has agreed, to amend the Contract for Civil Legal Services extending the term of the Agreement and modifying the rates for General Civil Services, Other Civil Services, and adding new provisions relating to Development Matter Legal Services relating to pass through development work. Accordingly, this Agreement supersedes all prior contracts and Agreements between the City and the Law Firm.

TERMS

NOW THEREFORE, IN CONSIDERATION OF the mutual promises contained herein and for other good and sufficient consideration, the parties agree to the following:

1. Engagement. City does hereby agree to extend the engagement of the Law Firm to perform civil legal services on behalf of the City as set forth and upon the terms contained herein.
2. Scope and Nature of General Civil Services. The parties agree to the following description of the nature of the general civil services to be provided by the Law Firm to the City under the retainer fee:

Attend all regularly scheduled City Council meetings and three City Council workshop meetings per month; attendance at other City, Economic Development Authority, Commission, or Committee meetings, as requested by the City Council or City Manager; attendance at office hours in City Hall as requested by the City Manager; Provide the ordinary and usual day-to-day city legal work including; legal opinions and reports; non-appellate research; ordinance review and amendments; standard contract and lease review; and consultations with administrative staff, city council, and city employees.

3. Scope and Nature of Specialized Civil Legal Services. The parties agree to the following description of the nature of the Specialized Civil Legal Services to be provided by the Law Firm at the request of the City:

Legal services in connection with civil litigation or potential civil litigation;

capital and improvement projects; development projects; Economic Development Authority Projects that do not constitute Development Matter Legal Services; condemnation; real estate purchases and sales; assessment appeals; emergency or special projects; ordinance drafting; forfeitures; litigation or potential litigation involving licensing or code enforcement; and other matters not contemplated to be included in general civil services.

4. Scope and Nature of Development Matter Legal Services. The parties agree to the following description of the nature of the Development Matter Legal Services to be provided by the Law Firm at the request of the City:

Legal Services in connection with Development Projects, including all projects that permit for the pass through of legal services fees to a third party in accordance with City Ordinance or separate agreement.

5. Limitation. The parties acknowledge and agree that the scope of civil legal services to be provided under this Agreement is limited to those services as set forth in Sections 2, 3, and 4, which services are not exhaustive and may be reasonably expanded at the request of the City and agreement of the Law Firm. The parties further acknowledge and agree this Agreement shall be separate from the Agreement between the City and the Law Firm relating to prosecution services and labor and employment services.

6. Compensation. The compensation to be paid by City to Law Firm shall be as follows:

- a) Compensation for general civil services (retainer fee).

Year 1 (Jan. 1, 2024 –Dec. 31, 2024)	\$4,000 per month
Year 2 (Jan. 1, 2025 – Dec. 31, 2025)	\$4,250 per month
Year 3 (Jan. 1, 2026 –Dec. 31, 2026)	\$4,500 per month

- b) Compensation for Specialized Civil Legal Services (hourly fees). The hourly rates for attorneys and legal assistants identified in the proposal submitted by the Law Firm are as follows:

Attorneys-	
Year 1 (January 1, 2024 –December 31, 2024)	\$175 per hour
Year 2 (January 1, 2025 – December 31, 2025)	\$182.50 per hour
Year 3 (January 1, 2026–December 31, 2026)	\$190 per hour

Legal Assistant -	
Year 1 (January 1, 2024 –December 31, 2024)	\$110 per hour
Year 2 (January 1, 2025 – December 31, 2025)	\$115 per hour
Year 3 (January 1, 2026–December 31, 2026)	\$120 per hour

- c) Compensation for Specialized Civil Legal Services (hourly fees). The hourly rates

for attorneys and legal assistants identified in the proposal submitted by the Law Firm are as follows:

Attorneys-

Year 1 (January 1, 2024 –December 31, 2024)	\$235 per hour
Year 2 (January 1, 2025 – December 31, 2025)	\$245 per hour
Year 3 (January 1, 2026–December 31, 2026)	\$255 per hour

Legal Assistant -

Year 1 (January 1, 2024 –December 31, 2024)	\$150 per hour
Year 2 (January 1, 2025 – December 31, 2025)	\$155 per hour
Year 3 (January 1, 2026–December 31, 2026)	\$160 per hour

d) Expenses to be billed.

The City will reimburse the Law Firm for actual, necessary and reasonable costs and expenses incurred by the Law Firm in the performance of the legal services contained in this Contract.

Copying and printing: \$.25 per page
Billings for local mileage: not chargeable
Long distance phone charges: at cost
Courier or delivery charges: at cost
Process server fees: at cost
Court filing fees: at cost
Document filing fees: at cost
Court reporters transcript fees: at cost
Westlaw or Nexis or Similar Legal Research: at cost

7. Billing Format, Payment Expectations, Term, Insurance, and Interests.

- a) Billing Format: The Law Firm will submit monthly billing statements, for both retainer and hourly matters. Specialized Civil Legal Services or Development Matter Legal Services shall be itemized. Time shall be billed in tenths of an hour.
- b) Payment Expectations: The City will pay the Law Firm routinely according to its internal payment procedures by electronic funds to the Law Firm paying for both legal services and expenses shown on the Law Firm's invoice.
- c) Term: The term of this Contract will be from January 1, 2024 to December 31, 2026. During the term of this Agreement, either party may terminate the Agreement upon 60 days written notice to the other party.
- d) Insurance: The Law Firm shall maintain professional liability (malpractice) insurance at a minimum coverage level of \$1,000,000 per claim, and \$2,000,000 annual aggregate.

- e) **Interests:** The parties agree to mutually evaluate the usage of civil legal services prior to the conclusion of this Contract, in order to evaluate usage and identify areas where modification(s) and/or an extension of the parties' relationship may be mutually beneficial.

8. **Additional Matters:** The parties contemplate that in the City's discretion when appropriate special counsel may also be appointed by the City to provide civil legal services outside the scope of services provided by the Law Firm or on any issue where the City feels such representation by special counsel is reasonably needed. Upon City's retention of special counsel, the Law Firm will cooperate with special counsel to the extent reasonably necessary and the Law Firm will continue to serve as general counsel to the City in accordance with the terms of this Agreement. The Law Firm will be advised when special counsel is engaged and what level of involvement/cooperation is needed from the Law Firm. Payment for legal services provided by special counsel shall be negotiated by separate agreement between the City and special counsel. All ongoing legal services of the Law Firm will continue to be billed to the City in accordance with the applicable hourly rates set forth above.

9. **Conflict of Interest and Attorney/Client Privilege Issues:**

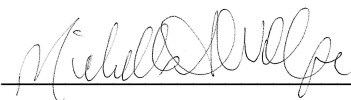
- a. **Conflict of Interest:** The Law Firm will notify the City if the Law Firm represents or has ever represented an opposing party in a legal matter, whether within or outside of any of the retainers. In the event of a conflict, the City shall arrange for a suitable alternative representation.
- b. **Attorney/Client Privilege:** The Law Firm is authorized to utilize e-mail without encryption to transmit and receive confidential client information. While digital cordless and cellular telephones within a digital service area would be best to be used to transmit and receive confidential client information and may be used by the Law Firm to transmit and receive confidential client information. The City specifically acknowledges that it understands the confidentiality risks associated with inadvertent interception.
- c. **Work Product:** Pursuant to the Minnesota Rules of Professional Conduct, upon termination of the professional relationship all retained records, information and materials prepared or developed in connection with the services provided shall be provided to the City.

10. **Disputes.** In the event that the City disputes any aspect of the Law Firm's bill, the appropriate City representative will contact Thomas Loonan at the Law Firm stating the nature of the dispute. Any unresolved disputes, controversies or claims arising out of this Agreement shall be heard in state courts of Minnesota, and all parties to the Agreement waive any objection to the jurisdiction of these courts.

11. City Approval. The Law Firm is authorized to commence performing services under this contract effective immediately.

THE CITY OF BLAINE

BY: 
Tim Sanders, Mayor

BY: 
Michelle Wolfe, City Manager

DATED: December 18, 2023

LAW FIRM

Thomas R. Loonan

DATED: _____

CONTRACT FOR CIVIL LEGAL SERVICES

This Agreement is entered into by and between The City of Blaine (hereinafter "City"), 10801 Town Square Drive, Blaine, MN 55449, and the law firm of Eckberg Lammers, P.C. (hereinafter "Law Firm"), 1809 Northwestern Avenue, Stillwater, MN, 55082, for the purpose of utilizing the Law Firm to provide civil legal services to the City.

RECITALS

WHEREAS, The City and Law Firm are currently subject to a Contract for Civil Legal Services, which extends through December 31, 2026.

WHEREAS, The Law Firm and the City have agreed to amend the Contract for Civil Legal Services extending the term of the Agreement.

TERMS

NOW THEREFORE, IN CONSIDERATION OF the mutual promises contained herein and for other good and sufficient consideration, the parties agree to the following:

1. Engagement. City does hereby agree to extend the engagement of the Law Firm to perform civil legal services on behalf of the City as set forth and upon the terms contained herein.
2. Scope and Nature of General Civil Services. The parties agree to the following description of the nature of the general civil services to be provided by the Law Firm to the City under the retainer fee:

Attend all regularly scheduled City Council meetings and up to three City Council workshop meetings per month; attendance at other City, Economic Development Authority, Commission, or Committee meetings, as requested by the City Council or City Manager; attendance at city attorney office hours in City Hall as requested by the City Manager; Provide the ordinary and usual day-to-day city legal work including; legal opinions and reports; non-appellate research; ordinance review and amendments; standard contract and lease review; and consultations with administrative staff, city council, and city employees.

General Civil Municipal Legal Services (hourly) constitute those Legal Services neither covered under the retainer nor identified as Specialized Civil Legal or Development Matter Legal Services.

3. Scope and Nature of Specialized Civil Legal Services. The parties agree to the following description of the nature of the Specialized Civil Legal Services to be provided by the Law Firm at the request of the City:

Legal services in connection with civil litigation or potential civil litigation; capital and improvement projects; development projects; Economic Development Authority Projects that do not constitute Development Matter Legal Services; condemnation; real estate purchases and sales; assessment appeals; emergency or special projects; ordinance drafting; forfeitures; litigation or potential litigation involving licensing or code enforcement; and other matters not contemplated to be included in general civil services.

4. Scope and Nature of Development Matter Legal Services. The parties agree to the following description of the nature of the Development Matter Legal Services to be provided by the Law Firm at the request of the City:

Legal Services in connection with Development Projects, including all projects that permit for the pass through of legal services fees to a third party in accordance with City Ordinance or separate agreement.

5. Limitation. The parties acknowledge and agree that the scope of civil legal services to be provided under this Agreement is limited to those services as set forth in Sections 2, 3, and 4, which services are not exhaustive and may be reasonably expanded at the request of the City and agreement of the Law Firm. The parties further acknowledge and agree this Agreement shall be separate from the Agreement between the City and the Law Firm relating to prosecution services and labor and employment services.

6. Compensation. The compensation to be paid by City to Law Firm shall be as follows:

a) Compensation for Civil Municipal Legal Services (retainer fee).

Year 1 (Jan. 1, 2027 –Dec. 31, 2027)	\$4,750 per month
Year 2 (Jan. 1, 2028 – Dec. 31, 2028)	\$5,000 per month
Year 3 (Jan. 1, 2029 –Dec. 31, 2029)	\$5,250 per month

b) Compensation for General Civil Municipal Legal Services (hourly fees). The hourly rates for attorneys, paralegals and legal assistants identified in the proposal submitted by the Law Firm are as follows:

Attorneys-

Year 1 (January 1, 2027 – December 31, 2027)	\$205 per hour
Year 2 (January 1, 2028 – December 31, 2028)	\$215 per hour
Year 3 (January 1, 2029 – December 31, 2029)	\$230 per hour

Paralegal / Legal Assistant -

Year 1 (January 1, 2027 –December 31, 2027)	\$130 per hour
Year 2 (January 1, 2028 – December 31, 2028)	\$140 per hour
Year 3 (January 1, 2029–December 31, 2029)	\$155 per hour

c) Compensation for Specialized Civil Legal Services (hourly fees). The hourly rates for attorneys, paralegals, and legal assistants identified in the proposal submitted by the Law Firm are as follows:

Attorneys-

Year 1 (January 1, 2027 –December 31, 2027)	\$265 per hour
Year 2 (January 1, 2028 – December 31, 2028)	\$275 per hour
Year 3 (January 1, 2029–December 31, 2029)	\$290 per hour

Paralegal / Legal Assistant -

Year 1 (January 1, 2027 –December 31, 2027)	\$175 per hour
Year 2 (January 1, 2028 – December 31, 2028)	\$185 per hour
Year 3 (January 1, 2029–December 31, 2029)	\$195 per hour

d) Expenses to be billed.

The City will reimburse the Law Firm for actual, necessary and reasonable costs and expenses incurred by the Law Firm in the performance of the legal services contained in this Contract.

Copying and printing: \$.25 per page
Billings for local mileage: not chargeable
Long distance phone charges: at cost
Courier or delivery charges: at cost
Process server fees: at cost
Court filing fees: at cost
Document filing fees: at cost
Court reporters transcript fees: at cost
Westlaw or Nexis or Similar Legal Research: at cost

7. Billing Format, Payment Expectations, Term, Insurance, and Interests.

- a) Billing Format: The Law Firm will submit monthly billing statements, for both retainer and hourly matters. Specialized Civil Legal Services or Development Matter Legal Services shall be itemized. Time shall be billed in tenths of an hour.
- b) Payment Expectations: The City will pay the Law Firm routinely according to its internal payment procedures by electronic funds to the Law Firm paying for both legal services and expenses shown on the Law Firm's invoice.
- c) Term: The term of this Contract will be from January 1, 2027 to December 31, 2029. During the term of this Agreement, either party may terminate the Agreement upon 60 days written notice to the other party.
- d) Insurance: The Law Firm shall maintain professional liability (malpractice) insurance at a minimum coverage level of \$1,000,000 per claim, and \$2,000,000 annual aggregate. Interests: The parties agree to mutually evaluate the usage of civil legal services prior to the conclusion of this Contract, in order to evaluate usage and identify areas where modification(s) and/or an extension of the parties' relationship may be mutually beneficial.

8. Additional Matters: The parties contemplate that in the City's discretion when appropriate special counsel may also be appointed by the City to provide civil legal services outside the scope of services provided by the Law Firm or on any issue where the City feels such representation by special counsel is reasonably needed. Upon City's retention of special counsel, the Law Firm will cooperate with special counsel to the extent reasonably necessary and the Law Firm will continue to serve as general counsel to the City in accordance with the terms of this Agreement. The Law Firm will be advised when special counsel is engaged and what level of

involvement/cooperation is needed from the Law Firm. Payment for legal services provided by special counsel shall be negotiated by separate agreement between the City and special counsel. All ongoing legal services of the Law Firm will continue to be billed to the City in accordance with the applicable hourly rates set forth above.

9. Conflict of Interest and Attorney/Client Privilege Issues:

- a. Conflict of Interest: The Law Firm will notify the City if the Law Firm represents or has ever represented an opposing party in a legal matter, whether within or outside of any of the retainers. In the event of a conflict, the City shall arrange for a suitable alternative representation.
- b. Attorney/Client Privilege: The Law Firm is authorized to utilize e-mail without encryption to transmit and receive confidential client information. While digital cordless and cellular telephones within a digital service area would be best to be used to transmit and receive confidential client information and may be used by the Law Firm to transmit and receive confidential client information. The City specifically acknowledges that it understands the confidentiality risks associated with inadvertent interception.
- c. Work Product: Pursuant to the Minnesota Rules of Professional Conduct, upon termination of the professional relationship all retained records, information and materials prepared or developed in connection with the services provided shall be provided to the City.

10. Disputes. In the event that the City disputes any aspect of the Law Firm's bill, the appropriate City representative will contact Eric Larson at the Law Firm stating the nature of the dispute. Any unresolved disputes, controversies or claims arising out of this Agreement shall be heard in state courts of Minnesota, and all parties to the Agreement waive any objection to the jurisdiction of these courts.

11. City Approval. The Law Firm is authorized to commence performing services under this contract effective immediately.

Firearms and Dangerous Weapons Prohibition: *The City of Blaine maintains a zero-tolerance policy regarding firearms and dangerous weapons. Contractors, subcontractors, vendors, and agents are prohibited from carrying or possessing firearms or dangerous weapons while performing services for the City or while on City property.*

All contractors, vendors, and agents are responsible for ensuring compliance by all personnel and subcontractors.

Violations may result in immediate suspension or removal from the city property, immediate contract termination, debarment from future contracting opportunities, and other legal remedies. Review the policy at: <https://blainemn.gov/firearmpolicy>

(remainder of page left blank intentionally; signature page to follow)

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written below.

THE CITY OF BLAINE

LAW FIRM

BY: _____

Tim Sanders, Mayor

Eric D. Larson

BY: _____

Erik Thorvig, City Manager

DATED: _____

DATED: _____

CONTRACT FOR CRIMINAL PROSECUTION LEGAL SERVICES

This CONTRACT FOR CRIMINAL PROSECUTION LEGAL SERVICES (the "Agreement") is entered into by and between the City of Blaine (hereinafter "City"), 10801 Town Square Drive NE, Blaine, MN 55449 and the law firm of Eckberg Lammers, P.C. (hereinafter "Law Firm"), 1809 Northwestern Avenue, Stillwater, MN, 55082, for the purpose of utilizing the Law Firm to provide criminal prosecution legal services to the City.

RECITALS

1. The City wishes to retain the Law Firm to provide criminal prosecution legal services on behalf of the City.
2. The Law Firm agrees to provide criminal prosecution legal services to the City on a monthly flat fee retainer paid by the City to the Law Firm.
3. The monthly flat fee retainer rates identified in the proposal submitted by the Law Firm are as follows:

	2027	2028	2029
Yearly	\$297,112.44	\$308,997.00	\$321,356.88
Monthly	\$24,759.37	\$25,749.75	\$26,779.74

Expenses to be Billed:

The City will reimburse the Law Firm for the actual, necessary and reasonable costs and expenses incurred by the Law Firm in the performance of the legal services contained in this Agreement. These costs and expenses included but are not limited to:

- Process Server Fees
- Court Filing Fees
- Court Reporter Transcription Fees

The Law Firm will not charge for the following:

- Office Supplies
- Printing Expenses
- Prosecution Meetings

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained herein and other good and sufficient consideration, the parties hereto agree to the following:

TERMS

Scope and Nature of Prosecution Services: The parties hereto agree to the following description of the nature of the legal services to be provided by the Law Firm to the City:

- a)** Meetings and/or telephone conversations with and advising the Mayor, Council Members, City Manager, Police Chief, and other authorized staff on general criminal legal matters.
- b)** Research and submission of legal opinions on municipal or other criminal legal matters requested by the City Manager, Police Chief or other authorized staff; availability to answer staff questions by telephone.
- c)** Legal consultation and general support for the Mayor, Council Members, City Manager, Police Chief and other authorized staff on general criminal legal matters.
- d)** Provide a high level of customer service by responding in a prompt manner.
- e)** Prosecute all petty misdemeanor, misdemeanor and statutorily delegated gross misdemeanor offenses committed within the corporate limits of the City. This service includes all such cases initiated by any law enforcement agency and citizen complaints including, but not limited to, traffic violations, DWI cases, theft and City Code violations.
- f)** Provide advice, consultation and training where required to the City's Police Department and to all other departments of the City in the interpretation and enforcement of statutes, ordinances and investigations of violations in connection with the prosecution of criminal cases.
- g)** Prepare criminal complaints where facts warrant.
- h)** Evaluate all cases where a plea of not guilty is entered and prosecute where warranted.
- i)** Prepare appropriate pre-trial notices as required.
- j)** Seek such additional investigation as required.
- k)** Negotiate and enter plea bargains where deemed advisable.
- l)** Represent the City at all pre-trial hearings including motions.
- m)** Perform all legal research and prepare briefs when required.
- n)** Try all jury and court trials.
- o)** Draft Ordinances, ordinance amendments, resolutions and correspondence as requested.

- p) Review ordinances as requested.
- q) Render written opinions on law when requested, including interpretation of statutes, ordinances, rules and regulations.
- r) Ensure proper notification and preparation of witnesses, police officers and staff for trial.
- s) Investigate and evaluate all claims by the City against others and recommend appropriate courses of action, including but not limited to code enforcement issues and administrative citations.
- t) Handle all criminal appeals and contested DWI forfeitures matters.

Conflict of Interest and Attorney/Client Privilege:

- a) **Conflict of Interest:** If the Law Firm represents or has ever represented an opposing party in a legal matter, whether within or outside of any of the scope of services mentioned by the retainer above, the Law Firm shall arrange for suitable alternative representation at the Law Firm's expense. The City will be responsible for any conflict-of-interest expenses incurred if a conflict of interest exists due to the City's relationship with potential parties to a prosecution case.
- b) **Attorney/Client Privilege:** The Law Firm is authorized to utilize e-mail without encryption to transmit and receive confidential client information. While digital cordless and cellular telephones within a digital service area would be best to be used to transmit and receive confidential client information and may be used by the Law Firm to transmit and receive confidential client information. The City specifically acknowledges that it understands the confidentiality risks associated with inadvertent interception.

Prosecution Services Billing Format, Cycle, Payment Expectations and Term of Contract.

- a) **Billing Format:** The Law Firm will submit monthly statements for criminal prosecution legal services rendered for the prior month, including expenses incurred.
- b) **Payment Expectations:** The City will pay the bill of the Law Firm routinely according to its internal payment procedures by forwarding a check to the Law Firm paying for both legal services and expenses shown on the Law Firm's monthly statement.
- c) **City Approval and Term of Contract:** The City Council authorizes the Law Firm to commence performing the services contemplated under this Agreement. The term of this Contract will be from January 1, 2027, to December 31, 2029. This contract may be terminated by either party upon sixty days written notice.

Firearms and Dangerous Weapons Prohibition: *The City of Blaine maintains a zero-tolerance policy regarding firearms and dangerous weapons. Contractors, subcontractors, vendors, and agents are prohibited from carrying or possessing firearms or dangerous weapons while performing services for the City or while on City property.*

All contractors, vendors, and agents are responsible for ensuring compliance by all personnel and subcontractors.

Violations may result in immediate suspension or removal from the city property, immediate contract termination, debarment from future contracting opportunities, and other legal remedies. Review the policy at <https://blainemn.gov/firearmpolicy>

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written below.

THE CITY OF BLAINE

By: _____ Dated: _____

Mayor

By: _____ Dated: _____

City Manager

ECKBERG LAMMERS, P.C.

By: _____ Dated: _____



City of Blaine

Staff Report

File Number: RES 26-142

Agenda Date	Status
July 6, 2026	
In Control	File Type
City Council	Resolution

Approval of Consent Agenda: -

Agenda Item # 7.13

Resolution Authorizing the 3M Open Security Plan, including Proposed Temporary Road Closures

Executive Summary

The City of Blaine Police Department will provide security for the 3M Open PGA Tour event on July 20-26, 2026. As part of the security plan, Incident Command is requesting Council adopt a resolution that will address necessary security aspects of the tournament and authorize command staff the ability to make changes as deemed necessary to ensure the event is safe for members, guests, neighborhood residents, and the public. Staff will work closely with Anoka County, 3M Open staff, TPC, and other officials to ensure communication continues for all involved.

Background

The 3M Open is an annual PGA Tour event that takes place at the TPC Twin Cities in the City of Blaine. The event brings in over 150 of the best professional golfers in the world to Blaine each year. The 3M Open has an estimated \$50 million per year economic impact for the region, attracting tens of thousands of spectators.

Strategic Plan Relationship

This event relates to the Strategic Plan Priority of Collaboration and Engagement by providing the community with an opportunity to be inclusive, engaged, and involved.

Board/Commission Review

None

Financial Impact

The City of Blaine Police Department is reimbursed by 3M for all expenses incurred from providing security at this event.

Public Outreach/Input

The public will be made aware of any road closures through social media posts and the City website.

Staff Recommendation

Adopt the Resolution as proposed.

Attachment List

1. 3M Parking Map 2026 8.5x11



City of Blaine

Signature Copy

Resolution: RES 26-142

Resolution Authorizing the 3M Open Security Plan, including Proposed Temporary Road Closures

WHEREAS, the City will be host to the PGA 3M Open July 20-26, 2026, at the TPC Twin Cities; and

WHEREAS, the 3M Open is a significant public event that has brought tens of thousands of people to the City of Blaine each year; and

WHEREAS, the City of Blaine Police Department provides security for this event each year; 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 the temporary closure of public roads; and

WHEREAS, City Code requires a resolution authorizing the temporary closure of public sidewalks; and

WHEREAS, the temporary closure 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 Incident Command the ability to implement/conduct the following security and safety elements for the 3M Open:

1. Temporary road closures and parking restrictions are hereby authorized on the following streets:

Access Routes – No Parking on Mailbox Side of Street

Arnold Palmer Drive Northbound from Tournament Players Parkway to London Street

Arnold Palmer Drive Eastbound from London Street to Radisson Road

111th Avenue Westbound from Tournament Players Parkway to Club West Parkway

113th Avenue Westbound from Arnold Palmer Drive to Club West Parkway

116th Avenue Eastbound from Arnold Palmer Drive to Club West Parkway

London Street Northbound from Arnold Palmer Drive to 119th Avenue

Evacuation/Access Routes – No Parking on Either Side of Street

Kenyon Court from Arnold Palmer Drive to 700' north

Palisade Court from Tournament Players Parkway to 400' north

Tournament Players Circle North from/to Tournament Players Parkway

Lehman Lane from/to Tournament Players Parkway

Local Streets – No Parking on Mailbox Side of Street

Nassau Circle Westbound and Southbound from/to Tournament Players Parkway

112th Circle Southbound from/to Tournament Players Parkway
Hastings Street Northbound from 113th Avenue to Goodhue Street
Goodhue Street Southbound from Hastings Street to 113th Avenue
116th Court Westbound from Arnold Palmer Drive to west 600'
Arnold Palmer Trail Southbound from 119th Avenue to Arnold Palmer Drive
Tournament Players Court Tournament Players Court to west 700'
116th Avenue Eastbound from Radisson Road to Aspen Lake Drive
Tournament Players Circle South from/to Tournament Players Parkway
Rodeo Drive Eastbound 600' from Radisson Road (No parking on Southside of Rodeo Drive)

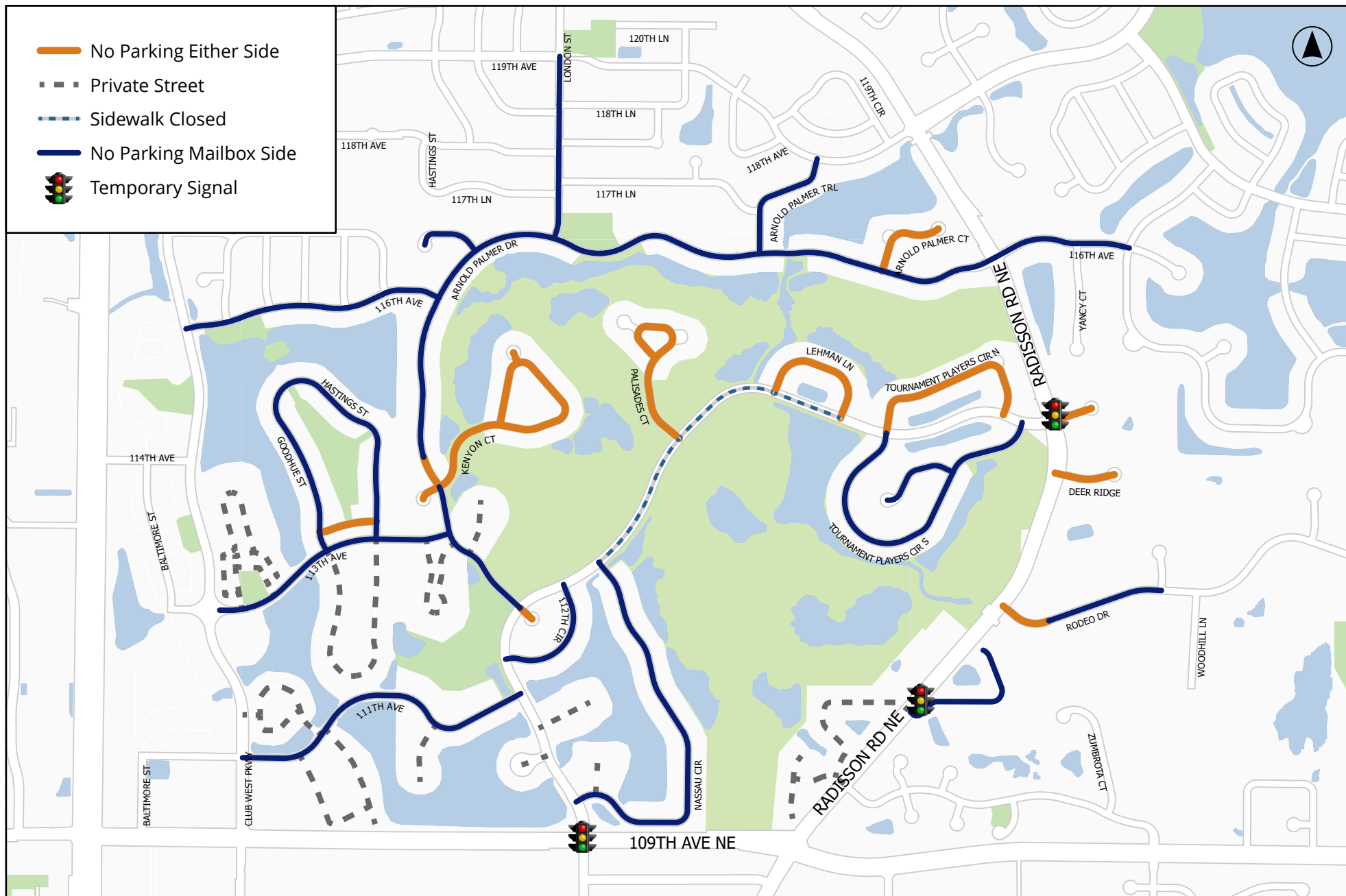
Local Streets – No Parking on Either Side of Street

112th Court from Tournament Players Parkway east 150'
113th Court from Arnold Palmer Drive west 200'
113th Lane from Hastings Street to Goodhue Street
Arnold Palmer Court from Arnold Palmer Drive east 700'
Fox Ridge from Radisson Road east 400'
Deer Ridge from Radisson Road east 500'
Rodeo Drive from Radisson Road east 600'
Arnold Palmer Drive from Kenyon Ct north 280'



BlaineMN.gov
Live | Work | Grow

3M OPEN STREET PARKING RESTRICTIONS - 2026





City of Blaine

Staff Report

File Number: ORD 26-2607

Agenda Date	Status
July 6, 2026	
In Control	File Type
City Council	Ordinance

7:00 PM - Public Hearing and Items Published for a Certain Time - Daniel Schluender, Director of Engineering

Agenda Item # 8.1

Public Hearing and Second 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

Executive Summary

A Franchise 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

Background

The City of Blaine and Anoka Electric Cooperative, D/B/A/ Connexus Energy last entered into a Franchise Agreement in 1998, Ordinance Number 98-1698. This agreement allowed them to operate their electric distribution system within the city's right-of-ways for a period of 20 years. This Franchise Agreement has now expired, and it is the desire of both the city and Connexus Energy to renew an agreement. To enact a Franchise Ordinance, the city has a process for adopting the ordinance.

- June 1st, Council opened the public hearing to allow for comments and continued the public hearing to June 15.
- On June 15, Council reconvened the public hearing and allowed for additional comments, had the 1st reading of the proposed ordinance and continued the public hearing until July 6th.

- **Tonight, the council is asked to reconvene the public hearing and allow for additional comments, have the 2nd reading and adopt the proposed ordinance.**

Strategic Plan Relationship

Board/Commission Review

Financial Impact

Public Outreach/Input

Staff Recommendation

Reconvene and then close the public hearing, hold the 2nd reading, and adopt the proposed ordinance.

Attachment List

None



City of Blaine

Signature Copy

Ordinance: ORD 26-2607

Public Hearing and Second 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 Electric 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 15th day of June, 2026.

PASSED by the City Council of the City of Blaine the 7th day of July, 2026.



City of Blaine

Staff Report

File Number: ORD 26-2608

Agenda Date	Status
July 6, 2026	
In Control	File Type
City Council	Ordinance

7:00 PM - Public Hearing and Items Published for a Certain Time - Daniel Schluender, Director of Engineering

Agenda Item # 8.2

Public Hearing and Second 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

Executive Summary

A Franchise Ordinance Granting to Excel Energy, 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

Background

The City of Blaine and Northern States Power, D/B/A/Excel Energy last entered into a Franchise Agreement in 1998, Ordinance Number 98-1699. This agreement allowed them to operate their electric distribution system within the city's right-of-ways for a period of 20 years. This Franchise Agreement has now expired, and it is the desire of both the city and Excel Energy to renew an agreement. To enact a Franchise Ordinance, the city has a process for adopting the ordinance.

- June 1st, Council opened the public hearing to allow for comments and continued the public hearing to June 15.
- On June 15, Council reconvened the public hearing and allowed for additional comments, had the 1st reading of the proposed ordinance and continued the public hearing until July 6th.

- **Tonight, the council is asked to reconvene the public hearing and allow for additional comments, have the 2nd reading and adopt the proposed ordinance.**

Strategic Plan Relationship

Board/Commission Review

Financial Impact

Public Outreach/Input

Staff Recommendation

Reconvene and then close the public hearing, hold the 2nd reading, and adopt the proposed ordinance.

Attachment List

None



City of Blaine

Signature Copy

Ordinance: ORD 26-2608

Public Hearing and Second 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: (Added portions are underscored and deleted portions are shown in overstrike.)

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 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 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 Electric 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 be 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 15th day of June, 2026.

PASSED by the City Council of the City of Blaine the 7th day of July, 2026.



City of Blaine

Staff Report

File Number: ORD 26-2609

Agenda Date	Status
July 6, 2026	
In Control	File Type
City Council	Ordinance

7:00 PM - Public Hearing and Items Published for a Certain Time - Daniel Schluender, Director of Engineering

Agenda Item # 8.3

Public Hearing and Second 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

Executive Summary

A Franchise Ordinance Granting to Northern Sates Power, D/B/A/ Excel Energy, a Minnesota Cooperative Association, Its Successors and Assigns, Permission to Construct, Operate, Repair and Maintain in the City of Blaine, Minnesota, a Gas Energy Distribution System and Transmission Lines, Including Necessary Lines, Fixtures and Appurtenances, for the Furnishing of Gas Energy to the City, its Inhabitants, and Others, and to Use the Public Ways

Background

The City of Blaine and Northern States Power, D/B/A/ Excel Energy last entered into a Franchise Agreement in 1998, Ordinance Number 98-1710. This agreement allowed them to operate their gas distribution system within the city's right-of-ways for a period of 20 years. This Franchise Agreement has now expired, and it is the desire of both the city and Excel Energy to renew an agreement. To enact a Franchise Ordinance, the city has a process for adopting the ordinance.

- June 1st, Council opened the public hearing to allow for comments and continued the public hearing to June 15.
- On June 15, Council reconvened the public hearing and allowed for additional comments, had the 1st reading of the proposed ordinance and continued the public hearing until July 6th.

- **Tonight, the council is asked to reconvene the public hearing and allow for additional comments, have the 2nd reading and adopt the proposed ordinance.**

Strategic Plan Relationship

Board/Commission Review

Financial Impact

Public Outreach/Input

Staff Recommendation

Reconvene and then close the public hearing, hold the 2nd reading, and adopt the proposed ordinance.

Attachment List

None



City of Blaine

Signature Copy

Ordinance: ORD 26-2609

Public Hearing and Second 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 it 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 be 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 15th day of June, 2026.

PASSED by the City Council of the City of Blaine the 7th day of July, 2026.



City of Blaine Staff Report

File Number: RES 26-128

Agenda Date	Status
July 6, 2026	
In Control	File Type
City Council	Resolution

7:00 PM - Public Hearing and Items Published for a Certain Time - Daniel Schluender, Director of Engineering

Agenda Item # 8.4

Resolution Adopting 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,	\$129,686.21
Other:	
	\$2,067,068.65

TOTAL:

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 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/PMP Funds (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 26-128

Resolution Adopting 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:

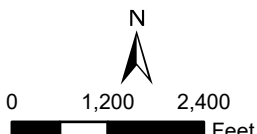
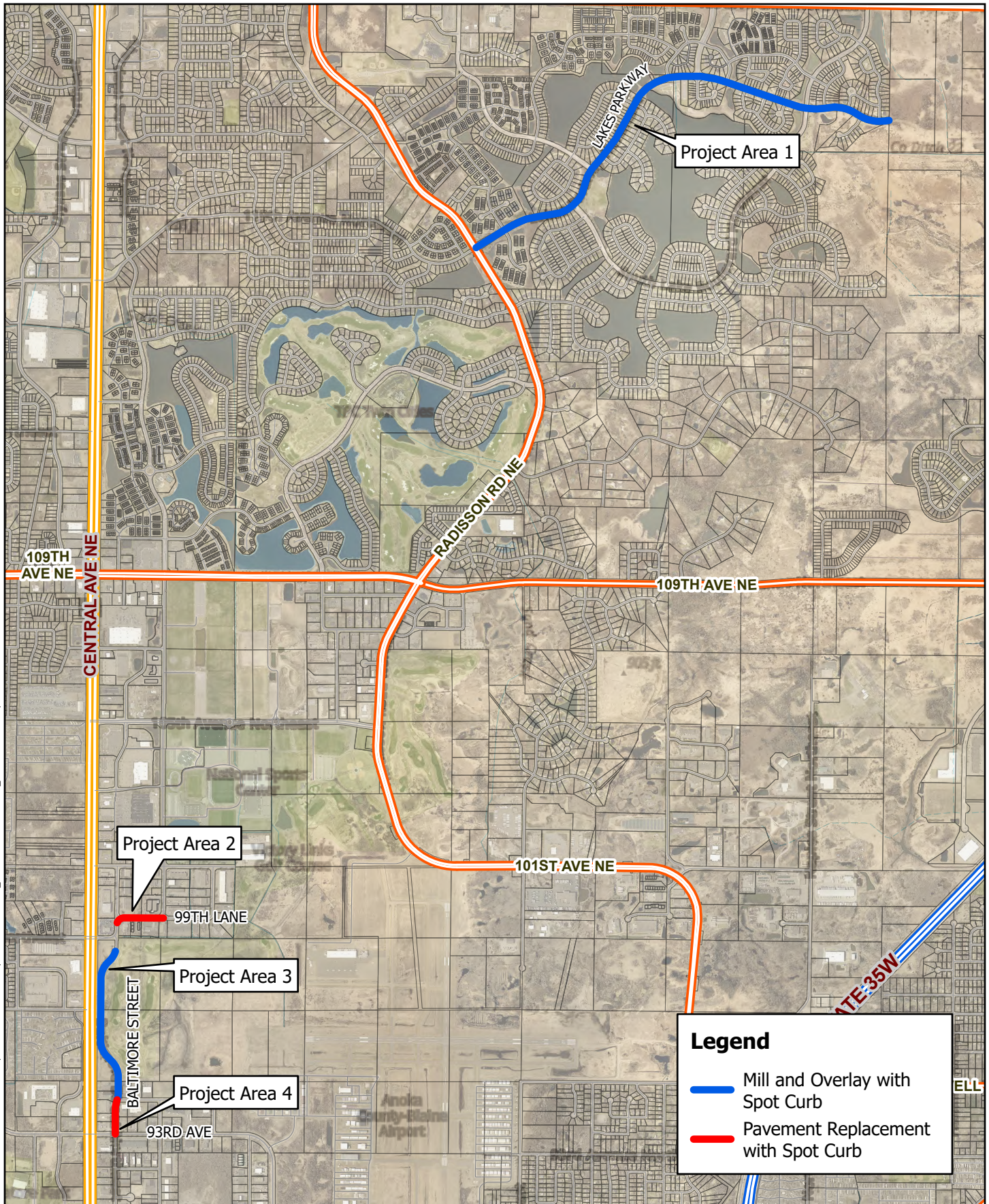
The proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the improvement in the amount of the assessment levied against it.

1. The owner of any property so assessed may within thirty (30) days of the adoption of this resolution pay the whole of the assessment with no interest to the City's Special Assessment Clerk or make partial prepayment in the amount of at least ten percent (10%) of the total assessment to the City's Special Assessment Clerk with no interest. Any remaining assessment will be payable according to this resolution.

2. Assessments shall be payable in annual installments extending over five (5) years (Project Areas 1-3) and fifteen (15) years (Project Area 4). The first of the installments to be payable on or before the first Monday in January, 2027. Installments shall bear interest at the rate of five and twenty-five hundredths of a percent (5.25%) per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2026. To each subsequent installment when due shall be added interest for one (1) year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county Auditor, as herein provided, pay the whole of the assessment against any parcel with interest accrued to the date of payment to the City's Special Assessment Clerk, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and they may at any time thereafter prior to November 15 pay to the City's Special Assessment Clerk the entire amount of the assessment remaining unpaid with the interest accrued to December 31 of the year in which such payment is made.
4. The owner of any property so assessed may at any time thereafter pay to the City's Special Assessment Clerk the remaining principal after payment of the current installment prior to November 15 of any year with no further interest charged on the remaining principal.
5. The City Manager shall forthwith transmit a certified duplicate copy of this assessment to the County Auditor to be extended on the property tax lists of the County and such assessments shall be collected and paid in the same manner as other municipal taxes.

PASSED by the City Council of the City of Blaine this 6th day of July, 2026.

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Print Date: 7/5/2024

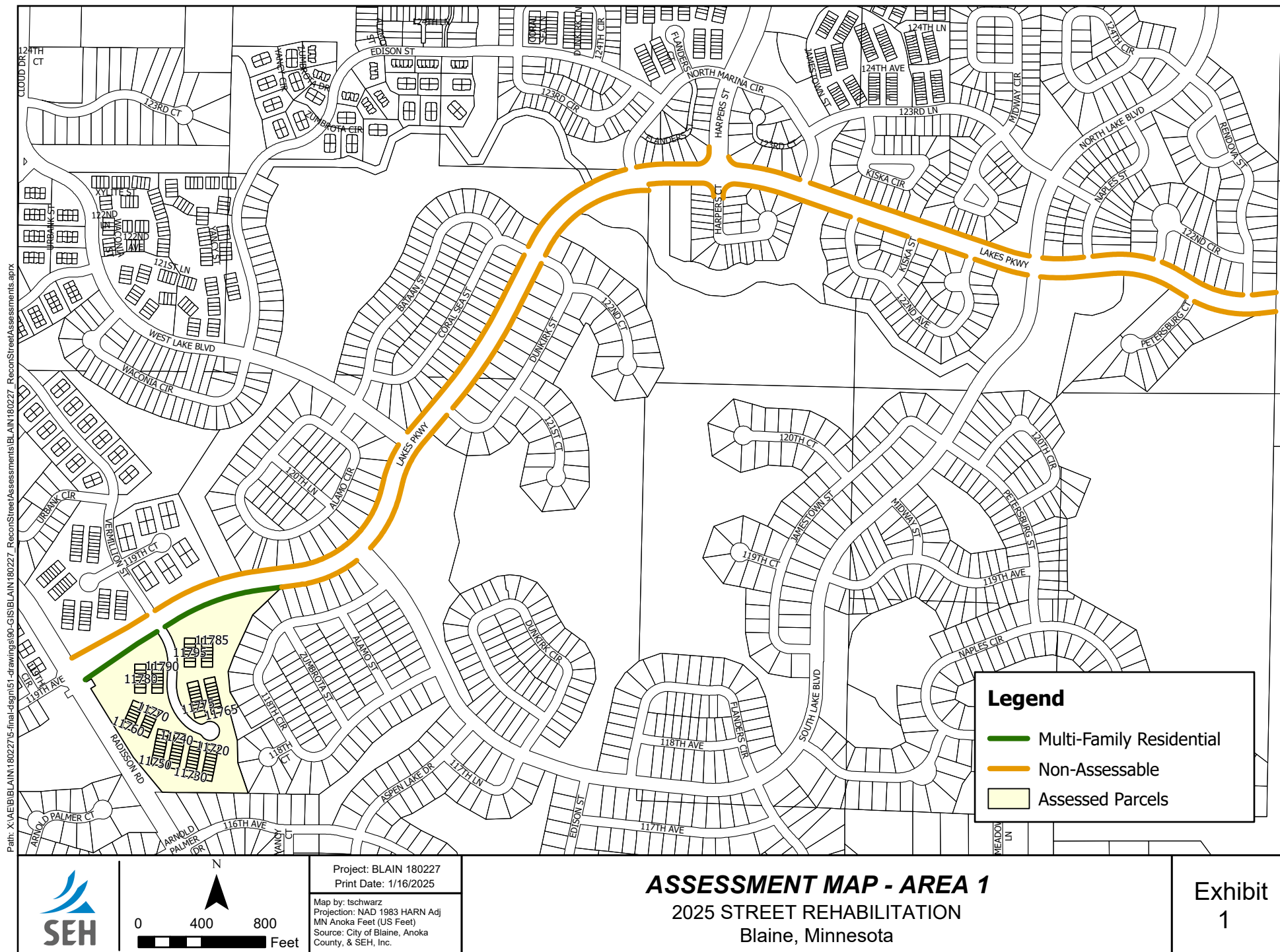
Map by: tschwarz
Projection: NAD 1983 HARN Adj MN
Anoka County
Source: Anoka County, City of Blaine
& SEH, Inc

2025 Street Rehabilitation

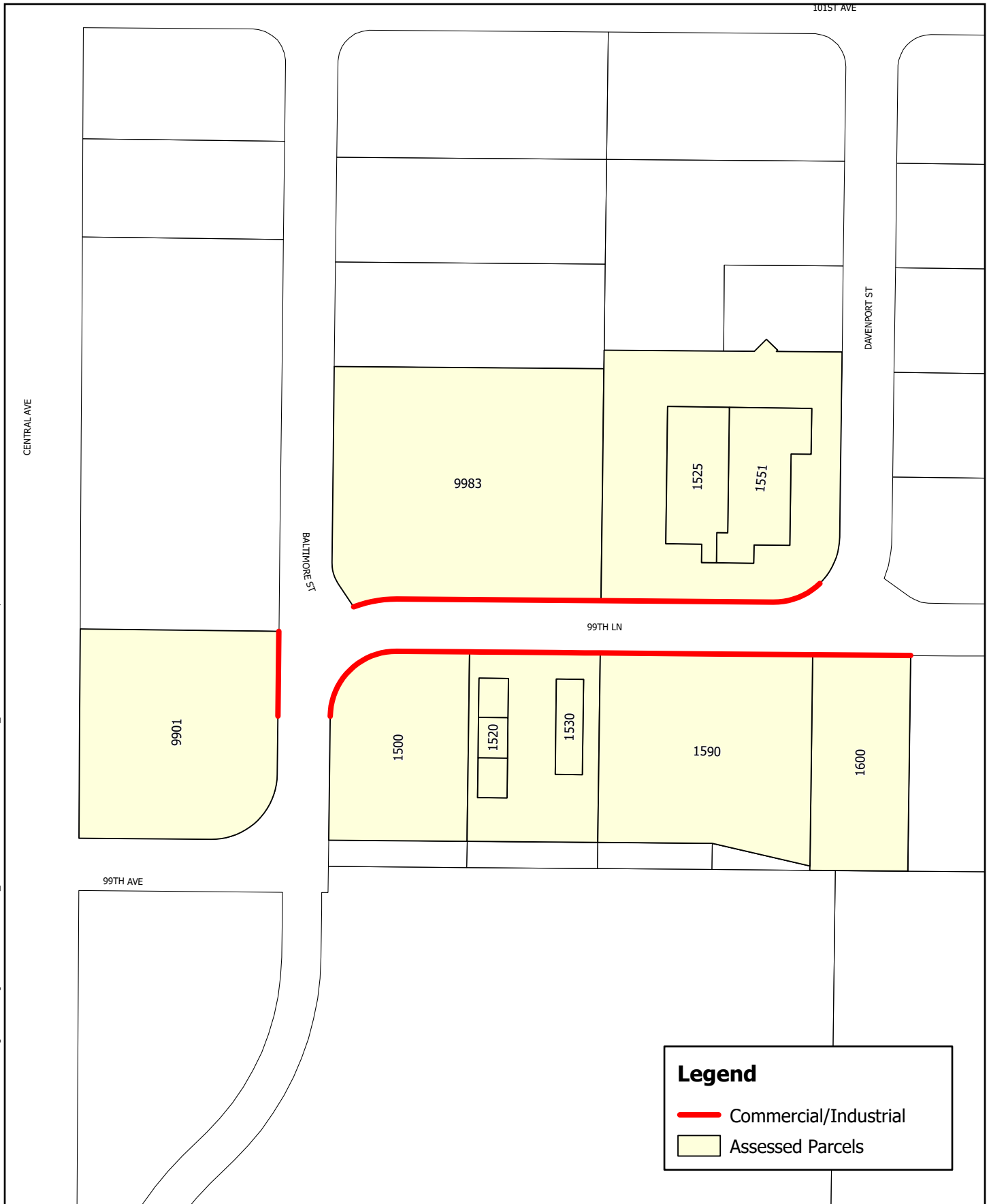
Blaine, Minnesota

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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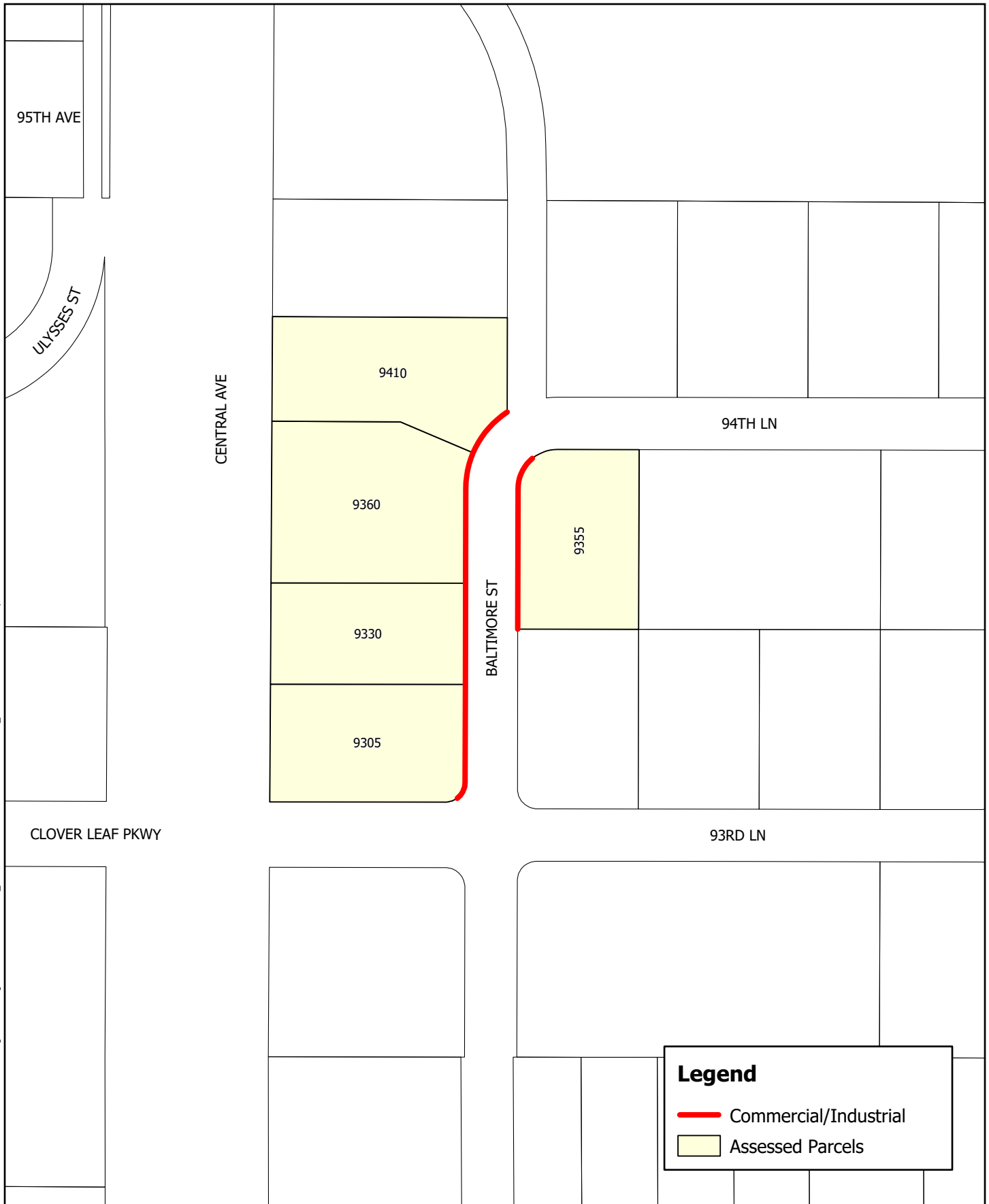
Legend

-  Commercial/Industrial
-  Assessed Parcels

	N 0 100 200 Feet	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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Legend

-  Commercial/Industrial
-  Assessed Parcels

	 0 100 200 Feet	Project: BLAIN 180227 Print Date: 1/15/2025	ASSESSMENT MAP - AREA 4 2025 STREET REHABILITATION Blaine, Minnesota	Exhibit 4
		Map by: tschwarz Projection: NAD 1983 HARN Adj MN Anoka Feet (US Feet) Source: City of Blaine, Anoka County, & SEH, Inc.		

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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	SHAHER 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	SHAHER 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	VAALEER 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

** denotes 150' corner lot credit

TOTAL 1171.2 \$19,559.04

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
			TOTAL	476		\$7,949.20

Notes
** 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%			
ASSESSABLE COST	\$39,800	÷	TOTAL FRONT FOOTAGE 880.0 LF	=	COMMERCIAL ASSESSMENT RATE PER FRONT FOOT \$45.23 ASSESSABLE COMMERCIAL/INDUSTRIAL LOT FRONT FOOTAGE 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
			TOTAL	730		\$33,015.91

Notes
** denotes 150' corner lot credit



City of Blaine Staff Report

File Number: RES 26-131

Agenda Date	Status
July 6, 2026	
In Control	File Type
City Council	Resolution

7:00 PM - Public Hearing and Items Published for a Certain Time - Daniel Schluender, Director of Engineering

Agenda Item # 8.5

Conduct Public Hearing and Adopt a Resolution to Vacate 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 Northwest 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 was 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 26-131

Conduct Public Hearing and Adopt a Resolution to Vacate 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 required public hearing notices were published and mailed, and the public hearing was held on the 6th day of July 2026, at which time all persons desiring to be heard were given an opportunity to be heard.

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

1. 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.

PASSED by the City Council of the City of Blaine this 6th day of July, 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

- ☒ **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: [Signature]

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

- ☒ \$500 for all others

Supporting Documentation (to be included with application):

- ☒ 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.

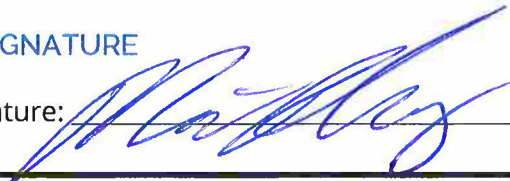
APPLICANT INFORMATION

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): _____

W:\2023\23026E\CADD DATA\SURVEY\dwg Sheet Files\Exhibits\Vacations\WEST\23026E-EXH_VACA_1979449

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. Stanislawski

Max L. Stanislawski - PLS

License No. 48988

05/15/26

Date

 **LOUCKS**
Loucks Project No. 23026E

W:\2023\23026E\CADD DATA\SURVEY\dwg Sheet Files\Exhibits\Vacations\WEST\23026E-EXH_VACA_1979449

EXHIBIT A

North Line of the NW1/4 of Sec. 21, T. 31, R. 23

S Line of the N 75.00 feet of the NW 1/4 of the NW 1/4

109th Ave. NE

(C.S.A.H. No. 12)

N89°51'10"W 1114.89

Point of Beginning

Ponding, Drainage & Utility
Easement per Doc. No.
1979449.001 to be Retained

SW Cor. of the N 75.00 feet of the
E 215.00 feet of the NW 1/4 of
the NW 1/4;
Point of Commencement

Lot 1
BLOCK 1

OUTLOT C

OUTLOT A

N90°00'00"W 59.36

N0°00'00"W 322.91

S0°02'40"W 2207.95

S0°02'40"W 714.87

S33°56'51"W 160.41

N33°38'12"W 238.06

S52°11'18"E 336.03

385.12

S45°24'12"W 215.92



0 80
SCALE IN FEET

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. Stanislawski

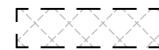
05/15/26

Max L. Stanislawski - PLS

License No. 48988

Date

LEGEND



VACATION AREA
87,709 +/- SQUARE FEET



LOUCKS

Loucks Project No. 23026E



City of Blaine Staff Report

File Number: RES 26-132

Agenda Date	Status
-------------	--------

July 6, 2026

In Control	File Type
------------	-----------

City Council

Resolution

7:00 PM - Public Hearing and Items Published for a Certain Time - Daniel Schluender, Director of Engineering

Agenda Item # 8.6

Conduct Public Hearing and Adopt a Resolution to Vacate 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 was 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 26-132

Conduct Public Hearing and Adopt a Resolution to Vacate 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 required public hearing notices were published and mailed, and the public hearing was held on the 6th day of July, 2026, at which time all persons desiring to be heard were given an opportunity to be heard.

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

1. The vacation of a portion of wetland boundaries located at 11985 Lever Street NE, which lies within Lot 4, Block 1, Sunset Ponds Second Addition.

PASSED by the City Council of the City of Blaine this 6th day of July, 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 Brauser

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 Brauser

Address: 11985 Lever St NE E-mail: _____

City: Blaine State: MN Zip: 55449

Phone: 651-587-3111 Business Phone: _____

Applicant Signature: Brittany Brauser 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

PROPERTY DESCRIPTION

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

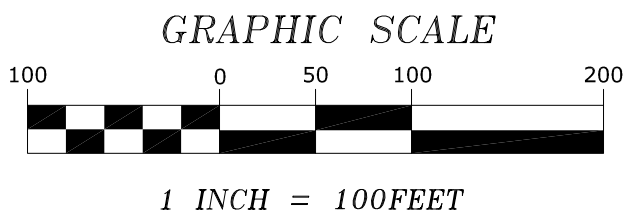
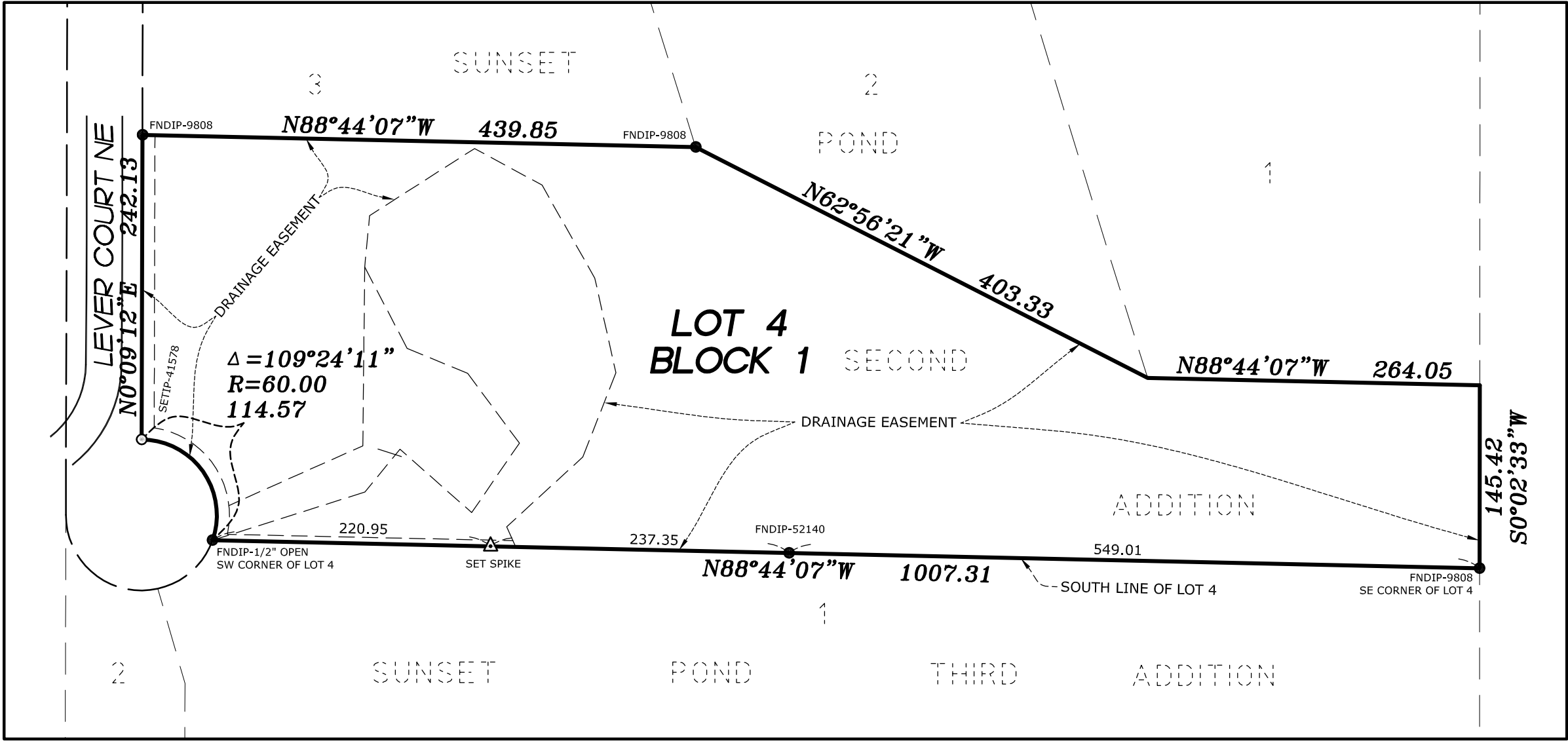
DESCRIPTION OF EASEMENT VACATION

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

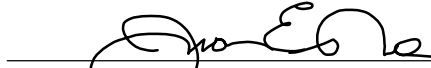
Commencing at the southeast corner of said Lot 4; thence on an assumed bearing of North 88 degrees 44 minutes 07 seconds West, along the south line of said Lot 4, a distance of 1007.31 feet to the southwest corner of said Lot 4; thence North 72 degrees 26 minutes 23 seconds East a distance of 15.48 feet 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.)

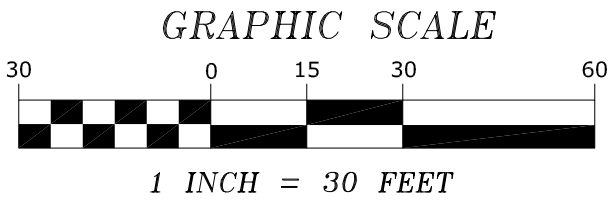
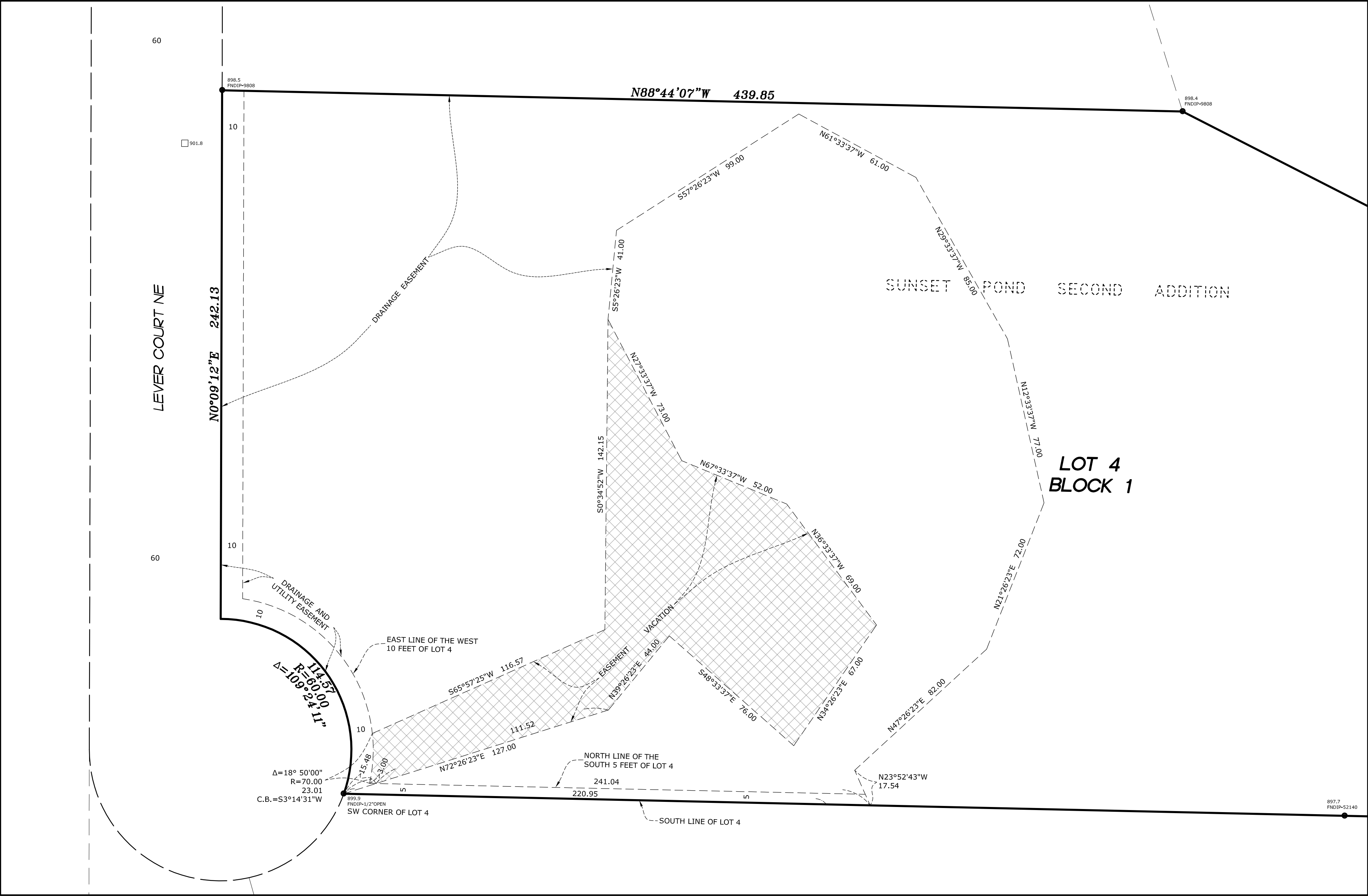
BOUNDARY EXHIBIT



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

BOUNDARY DETAIL



BENCHMARK

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

DRAWN BY: BAB	JOB NO: 260343BT	DATE: 5/5/2026
CHECK BY: JER	FIELD CREW: BH/BJ	
1		
2		
3		
NO.	DATE	DESCRIPTION
		BY



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

www.egrud.com



City of Blaine Staff Report

File Number: RES 26-124

Agenda Date	Status
July 6, 2026	
In Control	File Type
City Council	Resolution

Development Business - Sheila Sellman, Community Development Director

Agenda Item # 9.1

Resolution Granting Preliminary Plat Approval to Create Two Lots, Four Outlots and Dedicate Road Right-of-Way to be Known as Terrano Apartments at 111 99th Avenue NE. Blaine Housing Group, LLC (Case File No. 26-0030/EES)

Executive Summary

A preliminary plat is proposed to reconfigure land ownership for the Terrano Apartments, which were approved in 2024. The plat will create one 3.18 acre lot for the apartment building, a second lot for potential sale to the neighboring property owner, and four outlots. The apartment building has already been approved and no aspects of the design or use are under consideration for this agenda item.

Background

Planning Commission Public Hearing	June 9, 2026
City Council (Preliminary Plat)	July 6, 2026
City Council (Final Plat)	TBD
Action Deadline — 60 Days	July 6, 2026
Action Deadline — City Extended 60 Days	September 4, 2026

Staff report prepared by Elizabeth Showalter, Community Development Specialist, and Teresa Barnes, Project Engineer.

Preliminary Plat Standards of Review

The planning commission made a recommendation on the preliminary plat considering conformance with the city's comprehensive plan, zoning ordinance, this chapter and all chapters of this code.

Evaluation of Request

Planning Analysis

Zoning

The property is zoned Development Flex (DF). All standards are established in a Conditional Use Permit (CUP), which was initially approved on May 6, 2024, with one extension. The proposed plat conforms with all standards in the approved conditional use permit. Conformance with all performance standards in the zoning code will be verified through the administrative site plan approval process with the building permit.

Land Use Designation

The portion of the property proposed for development is guided HDR with an allowed density of 12-25 units per acre. Met Council establishes guidelines for density calculation, which result in a net developable acreage of 3.73 acres (excludes outlots B and D for stormwater purposes and outlot C for insufficient depth to groundwater). A 3.73 acre area and 48 residential units, results in a net density of 12.9 units per acre, consistent with the land use classification.

Surrounding Zoning and Uses

- Northwest: Alexandra House (Residential Flex/Low to Medium Density Residential)
- West: University Avenue Elementary (R-1 Single Family Residential/Low Density Residential)
- South: Royal Oaks Apartments (R3-C High Density Residential/High Density Residential)
- South of 99th Avenue: Single family homes (R-1 Single Family Residential/Low Density Residential) and quad homes (R-3C High Density Residential/Medium Density Residential)
- North of 101st Avenue: Pleasure Creek neighborhood townhomes and twin homes (Development Flex/Low to Medium Density Residential)

Existing Conditions

The property has an existing single family home.

History

The site was rezoned to DF in December 2022, approved for a CUP for a 111-unit apartment, and received preliminary plat approval creating one lot, two outlots, and right-of-way dedication. The approvals for this project expired and Sand Companies applied for and received a new CUP for a 48-unit apartment building in April 2024. The CUP was extended once. Site preparation work began in early May 2026.

Plat

The applicant is proposing a plat with two lots and four outlots, consisting of:

- Lot 1: 3.18 acres for apartment construction
- Lot 2: 0.22 acres for potential sale to adjacent property owner
- Outlot A: 0.33 acres retained by owner as nonbuildable land (trees to be preserved)
- Outlot B: 0.03 acres transferred to the city for existing stormwater
- Outlot C: 1.22 acres retained by owner as nonbuildable land (trees to be preserved and insufficient depth to groundwater)
- Outlot D: 1.58 acres transferred to the city for existing stormwater

The outlots not deeded to the city could be platted into buildable lots in the future if conditions allow for development and a new preliminary plat and a final plat is approved. A public hearing would be

required with any future preliminary plat.

Park Dedication

The park dedication rate for multifamily housing is \$4,894 per unit, if paid in 2026, resulting in a total charge of \$234,912. That amount must be paid prior to issuance of the building permit for this project.

Engineering Analysis

Grading/Storm Drainage

The proposed preliminary plat does not include any alterations to the existing grading or storm water drainage patterns on the property. Further review will occur during the building permit process.

Utilities

The proposed preliminary plat does not include any construction for any proposed utility service to the property. Further review will occur during the building permit process.

Wetlands/Watershed/FEMA

The proposed preliminary plat does not alter any wetlands or FEMA flood plain that might exist in the area. A Coon Creek Watershed District review will occur during the building permit process.

Access/Street Design/Sidewalks/Trails

The proposed preliminary plat includes the required frontage along 99th Avenue NE for a future proposed access drive location. No additional street design, sidewalks or trails will be required at this time. Further review will occur during the building permit process.

Easements/Right-of-way/Permits

During the building permit process, a copy of all additional necessary permits will need to be submitted to the City prior to any site work.

Attachment List:

Zoning and Location Map

Preliminary Plat

Public Comments

Unapproved Planning Commission Meeting Minutes

Strategic Plan Relationship

Not applicable.

Board/Commission Review

The Planning Commission voted unanimously to approve the preliminary plat. 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.
4. Posted (sign) on the property with contact information for the Planning Department.

Written comments are attached to this report.

Staff Recommendation

By motion, adopt the resolution.

Attachment List

1. Attachments
2. Public Comments
3. Unapproved PC Minutes



City of Blaine

Signature Copy

Resolution: RES 26-124

Resolution Granting Preliminary Plat Approval to Create Two Lots, Four Outlots and Dedicate Road Right-of-Way to be Known as Terrano Apartments at 111 99th Avenue NE. Blaine Housing Group, LLC (Case File No. 26-0030/EES)

WHEREAS, an application has been filed by GOERS MARK J & DEBRA J, Case File No. 26-0030 for a preliminary plat known as Terrano Apartments; and

WHEREAS, said case involves the division of land described as follows:

The East Half of the North Half of Lot 30, and the East 30 feet of the West Half of Lot 30 GREEN ACRES, Anoka County, Minnesota.

(Abstract Property)

AND

South Half (S 1/2) of Lot Thirty-one (31), GREEN ACRES ADDITION and the east half of that part of vacated President Street NE (originally platted as Aurelia Street) as dedicated in the plat of GREEN ACRES ADDITION from the north right-of-way line of 99th Avenue NE to the westerly extension of the north line of the south half of Lot 31, GREEN ACRES ADDITION, Anoka County, Minnesota.

(Torrens Property)

AND

The North 1/2 of Lot 31, GREEN ACRES ADDITION, Anoka County, Minnesota, EXCEPT that part thereof lying Northeasterly of 101st Avenue N.E. as described in Document No. 1148117.

(Abstract Property)

AND

Outlot A, PLEASURE CREEK, Anoka County, Minnesota.

(Abstract Property)

WHEREAS, the Blaine Planning Commission has reviewed said case file on June 9, 2026; and

WHEREAS, the preliminary plat meets the general requirements of section 74-46 of the Blaine Zoning Code; and

WHEREAS, the Blaine Planning Commission held a public hearing on June 9, 2026 and recommend approval regarding said plat with conditions.

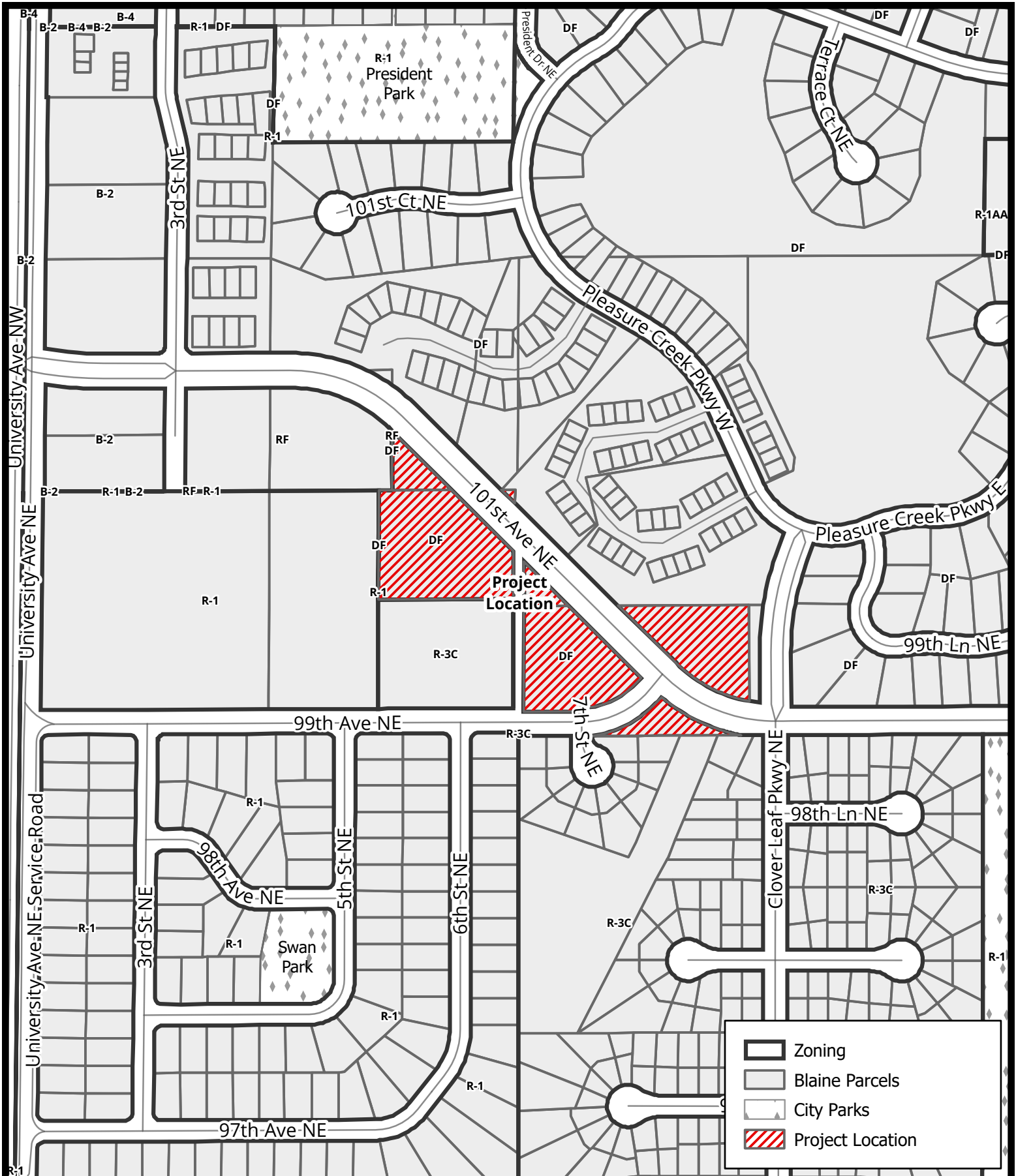
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine that preliminary plat approval per Section 74-46 of the subdivision regulations is hereby granted for Terrano Apartments permitting preparation of a final plat for approval per Section 74-47 subject to the listed conditions.

1. Park dedication is required for the development of two new lots based on a rate of \$4,894 per unit, totaling \$234,912, if paid in 2026. The fee must be paid prior to the issuance of a building

permit and will be calculated using the per-acre rate in effect at the time payment is received by the City.

2. All existing structure removals require demolition permits. All wells and septic systems shall be properly abandoned per all local and state requirements.
3. The developer must meet the City's tree preservation requirements. Compliance with the tree preservation and landscaping requirements will be confirmed during the site plan review/building permit process.
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. Site plan approval is required as part of the building permit application. All site improvements to be included in the Site Improvement Performance Agreement and covered by an acceptable financial guarantee.
6. Outlot B and Outlot D shall be deeded to the City of Blaine.

PASSED by City Council of the City of Blaine this 6th day of July, 2026.



Case File No. 26-0030 **Terrano Apartments**

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

0 0.03 0.05 0.1 Miles

Scale: 1:4,280



PRELIMINARY PLAT: TERRANO APARTMENTS

PRELIMINARY PLAT GENERAL NOTES

PROPERTY DESCRIPTION:

The East Half of the North Half of Lot 30, and the East 30 feet of the West Half of Lot 30 GREEN ACRES, Anoka County, Minnesota.
(Abstract Property)
AND
South Half (S 1/2) of Lot Thirty-one (31), GREEN ACRES ADDITION and the east half of that part of vacated President Street NE (originally platted as Aurelia Street) as dedicated in the plat of GREEN ACRES ADDITION from the north right-of-way line of 99th Avenue NE to the westerly extension of the north line of the south half of Lot 31, GREEN ACRES ADDITION, Anoka County, Minnesota.
(Torrens Property)
AND
The North 1/2 of Lot 31, GREEN ACRES ADDITION, Anoka County, Minnesota, EXCEPT that part thereof lying Northeastly of 101st Avenue N.E. as described in Document No. 1148117.
(Abstract Property)
AND
Outlot A, PLEASURE CREEK, Anoka County, Minnesota.
(Abstract Property)

DATE OF PREPARATION:

04-27-2026

BRADLEY D. HAROLDSON, LLC
Bradley D. Haroldson
320-390-6079
bdharoldson@sandcompanies.com
366 South Tenth Avenue, PO Box 727, Waite Park, Minnesota 56387-0727

BENCHMARKS:

Elevations are based on the NAVD 88 Datum. Site Benchmark is the top nut of the fire hydrant located on the west side of Cloverleaf Parkway Northeast, approximately 128 feet southeast of the northeast corner of the subject property, as shown hereon. Elevation = 900.75.

EXISTING ZONING:

DF - Development Flex

Please note that the above zoning information is per the City of Blaine online zoning map.

AREAS:

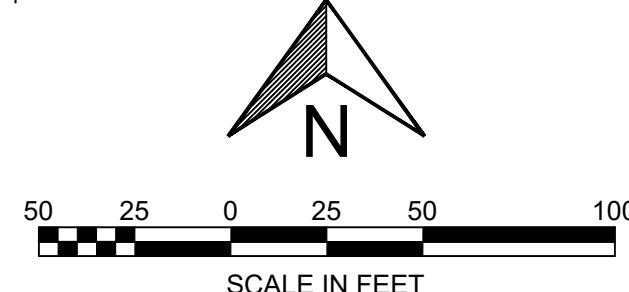
Proposed Lots = See graphics for individual lot areas.
Proposed Dedicated Right of Way (99th Avenue NE/101st Avenue NE)
= 102,702 Sq. Ft. or 2.358 Acres
Total Property Area = 388,017 Sq. Ft. or 8.908 Acres

FLOOD ZONE:

This property is contained in Zone X (area determined to be outside the 0.2% annual chance floodplain) per Flood Insurance Rate Map, Community Panel No. 27003C0319E, effective date of December 16, 2015.

Rory L. Synstleien
rory@civilsitegroup.com

Minnesota License No. 44565



Linetype & Symbol Legend

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

Transfer to City for Stormwater

Buildable Area for Apartment Building

Transfer to City for Stormwater

Designated as Nonbuildable Outlot

Designated as Nonbuildable Outlot

Separate Lot for Potential Sale to Adjacent Property

111 99th Avenue Northeast

Blaine, Anoka County, Minnesota 55434

Sand Architects

366 South Tenth Avenue, PO Box 727, Waite Park, Minnesota 56387

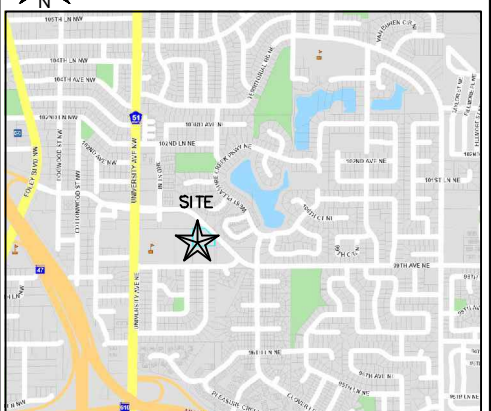
PROJECT

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

RORY L. SYNSTLEIEN
DATE 5-4-2026 LICENSE NO. 44565

Q/A/QC
FIELD CREW BS/TL
DRAWN BY DD
REVIEWED BY CJ
UPDATED BY

VICINITY MAP



REVISION SUMMARY

DATE	DESCRIPTION

PROJECT NO. 26107.00

PRELIMINARY PLAT

V2.0

©COPYRIGHT 2026 CIVIL SITE GROUP INC.

From: wheezums@gmail.com
To: [Planning](#)
Subject: Case 26-0030
Date: Friday, May 29, 2026 10:24:04 PM

To Blaine Planning Commission,

Based on location, I do not approve of the proposed Terrano apartments. There is enough housing in that area already and that lot could be developed differently. Please consider rejecting the proposal.

Louise Brask
Blaine Resident

Sent from my iPhone

From: [Laurie Palermo](#)
To: [Planning](#)
Cc: [Laurie Palermo](#)
Subject: i don't like that 111 99th apt. is planned
Date: Friday, June 5, 2026 8:12:09 PM

To whom it may concern,

I've lived near 99th and CloverLeaf for 45 years, and my neighbors and I are NOT pleased with the plans to add these apts at
111 99th Ave. NE, Blaine, Mn

We are also concerned with added automobile traffic , and additional people walking at busy stop light at 99th/CloverLeaf.

- Laurie Palermo
453 98th LN NE
(I face ClvrLf) at 98th Ln NE, Blaine

[Sent from Yahoo Mail for iPhone](#)

From: [Carol Johnson](#)
To: [Planning](#)
Subject: Terrano Apartments case file #26-0030
Date: Monday, June 8, 2026 10:29:14 AM

I am new to the community and live in Pleasure Creek. I would like to know what will be done to control the traffic on 101st /99th once the project is complete. The traffic already speeds on that stretch of roadway day and night and is also very loud.

Carol J Johnson



City of Blaine

Planning Commission

June 9, 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, June 9, 2026. Chair Goracke called the meeting to order at 7:00PM.

2. Roll Call

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

Members Absent: Commission Members Howard and Olson.

Staff Present: Shawn Kaye, Planner

Elizabeth Showalter, Community Development Specialist

Alex Koberoski, Assistant Planner

Teresa Barnes, Project Engineer

4. Public Hearing

- 4.7. 2026-283** Case File No. 26-0030 // Blaine Housing Group, LLC // 111 99th Avenue NE
The applicant is requesting preliminary plat approval to create two lots, four outlots and dedicate road right of way to be known as Terrano Apartments.
Sponsors: Elizabeth Showalter, Community Development Specialist

The report to the planning commission was presented by Elizabeth Showalter, Community Development Specialist. The public hearing for Case File 26-0030 was opened at 7:35PM.

Megan Karr, representative for the applicant, noted she was available for comments or questions.

The public hearing was closed at 7:36PM.

Commissioner Halpern reported the traffic concerns from the neighbors should be brought

to city staff.

Motion by Commissioner Geiselhart to recommend approval of Planning Case 26-0030 based on the following conditions:

Case 26-0030:

- 1. Park dedication is required for the development of two new lots based on a rate of \$4,894 per unit, totaling \$234,912, if paid in 2026. The fee must be paid prior to the issuance of a building permit and will be calculated using the per-acre rate in effect at the time payment is received by the City.**
- 2. All existing structure removals require demolition permits. All wells and septic systems shall be properly abandoned per all local and state requirements.**
- 3. The developer must meet the City's tree preservation requirements. Compliance with the tree preservation and landscaping requirements will be confirmed during the site plan review/building permit process.**
- 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. Site plan approval is required as part of the building permit application. All site improvements to be included in the Site Improvement Performance Agreement and covered by an acceptable financial guarantee.**

Motion seconded by Commissioner Freeman. The motion passed 5-0.

Chair Goracke noted this would be on the agenda of the July 6, 2026 city council meeting.



City of Blaine Staff Report

File Number: RES 26-125

Agenda Date	Status
July 6, 2026	
In Control	File Type
City Council	Resolution

Development Business - Sheila Sellman, Community Development Director

Agenda Item # 9.2

Resolution Granting a Comprehensive Plan Amendment from Planned Industrial (PI) to Planned Industrial/Planned Commercial (PI/PC) at 4131 Pheasant Ridge Drive NE. Blaine Ventures LLC/Newton RES LLC (Blaine Ventures First Addition) (Case File No. 26-0031/SLK)

Executive Summary

The property is currently guided Planned Industrial (PI). The applicant proposes a Comprehensive Plan Amendment to Planned Industrial/Planned Commercial (PI/PC) to allow both light industrial and commercial type uses that would be allowed in the Planned Business District (PBD) zoning.

Background

Planning Commission (Public Hearing)	June 9, 2026
City Council (Comp Plan Amendment)	July 6, 2026
Action Deadline	July 11, 2026

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

Comprehensive Plan Amendment

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.

When a change to a city's Comprehensive Guide Plan is requested, it is the city's responsibility to determine if the change is in the best long-range interests of the city. The standard of review of a city's action in approving or denying a Comprehensive Guide Plan amendment is whether there exists a rational basis. A rational basis standard has been described to mean having legally sufficient reasons

supportable by the facts which promote the general health, safety and welfare of the city.

Evaluation of Request

Planning Analysis

Current and Proposed Land Use

The property is guided PI (Planned Industrial). The applicant proposes a comprehensive plan amendment for the whole site to Planned Industrial/Planned Commercial (PI/PC) to allow for industrial and commercial type uses on site. The proposed land use designation is consistent with the adjacent properties to the north, which are PI/PC and PI to the west and south. The PI/PC is an appropriate land use to be located adjacent to existing commercial and industrial uses and with the current zoning of Planned Business District (PBD).

Current Zoning

The property is zoned PBD. The PBD zoning allows for some industrial uses, such as warehousing and manufacturing, and commercial uses such as retail and restaurants with a conditional use permit. All uses in the PBD require a Conditional Use Permit (CUP).

Surrounding Zoning and Uses

All surrounding properties are zoned PBD, except Lexi Apartments is Development Flex (DF). Industrial buildings are located to the west and south. Lexi Apartments is located to the north and Lexington Avenue is to the east.

Existing Conditions

The property has an existing building being used for cannabis retail sales, cultivation, and manufacturing.

History

A CUP was approved in September 2025 for a cannabis mezzobusiness.

Plat

Blaine Ventures First Addition consists of four lots.

- Lot 1 is approximately 3 acres and an existing cannabis mezzobusiness is located on this parcel.
- Lot 2 is approximately .70 acres and a credit union is proposed for this lot.
- Lot 3 is approximately .93 acres and restaurant and retail are proposed for this lot.
- Lot 4 is approximately 1.91 acres and a medical office, retail, and restaurant are proposed on this parcel.
- Outlot A- 1.75 acres—ponding and wetlands
- Outlot B- 2.13 acres—wetlands

Architecture

Building elevations have been included in the report for informational purposes only. All proposed uses will need to meet architectural requirements in the PBD section of the zoning ordinance with the building permit process. This would include 50 percent of all exterior wall finishes on any building shall be comprised of a combination of at least three of the following materials with all materials present on each elevation:

1. Brick.
2. Natural or cultured stone.
3. Glass.
4. Stucco or exterior insulation and finish systems (EIFS).
5. Fiber cement or composite siding.
6. Architectural metal.
7. Integrally colored rock-faced block.

Setbacks

Building

- Front: 50 feet
- Side: 15 feet
- Lot 1 will have a zero lot line on the north and east property line

Parking

- Front: 30 feet
- Side: 15 feet
- Lot 1 will have a zero lot line on west, east and north property line
- Lot 2 will have a zero lot line on west and north property line
- Lot 3 will have a zero lot line on west, south and north property line
- Lot 4 will have a zero lot line on west and south property line

Landscaping

All proposed uses will need to meet the landscape requirements of the zoning ordinance through the building permit process.

Tree Preservation

The tree preservation ordinance requirements will need to be met prior to any work on site.

Park Dedication

Park dedication will be required for Lots 2,3, and 4 at the time of building permits. The 2026 PBD zoning district park dedication fee is \$7,820 per acre.

Parking.

The parking provided on site will need to meet parking requirements for proposed uses (restaurants, retail, etc.). It appears that the parking on site is adequate for the uses proposed. A total of 172 parking stalls would be required for the uses proposed, and 209 parking spaces have been provided.

Engineering Analysis

Grading/Storm Drainage

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

Utilities

Utilities will be extended through the proposed development to serve all proposed buildings as necessary. Final locations will be determined during the building permit process. Hydrant locations must be reviewed and approved by the Fire Department.

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 the Rice Creek Watershed District (RCWD). Review, approval and permits are required prior to city plan approval and start of site work.

Access/Street Design/Sidewalks/Trails

The development is proposing to gain/provide access from an existing access drive on the north side of Pheasant Ridge Drive and from a proposed access drive connection to the future Austin Street Extension, to be completed by the City in 2026.

The proposed development provided an updated Traffic Impact Study. The study did not identify any mitigation measures.

Easements/Right-of-way/Permits

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.

Attachment List:

Zoning and Location Map
Preliminary Plat
Land Use Existing/Proposed Map
Site Plan
Building Elevations (Concept)
Parking Analysis
Unapproved Planning Commission Meeting Minutes

Strategic Plan Relationship

Not applicable.

Board/Commission Review

The Planning Commission voted unanimously to approve the comprehensive plan amendment. 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.
4. Posted (sign) on the property with contact information for the Planning Department.

Staff Recommendation

By motion, adopt the resolution.

Attachment List

1. Attachments
2. Unapproved PC Minutes



City of Blaine

Signature Copy

Resolution: RES 26-125

Resolution Granting a Comprehensive Plan Amendment from Planned Industrial (PI) to Planned Industrial/Planned Commercial (PI/PC) at 4131 Pheasant Ridge Drive NE. Blaine Ventures LLC/Newton RES LLC (Blaine Ventures First Addition) (Case File No. 26-0031/SLK)

WHEREAS, Minnesota Statutes, Chapter 462.355, Subdivision 2, prescribes the procedure for amending the Comprehensive Plan; and

WHEREAS, the Planning Commission held a public hearing on June 9, 2026, and recommended approval regarding the Comprehensive Plan amendment request for:

That part of the Southeast Quarter of the Northeast Quarter of Section 23, Township 31, Range 23, Anoka County, Minnesota, lying North of the South 780 feet thereof, and lying Easterly of a line drawn 30 feet Easterly from the following described line, as measured perpendicularly and radially thereto:

Commencing at the Northeast corner of said Southeast Quarter of the Northeast Quarter; thence along the North line thereof South 89 degrees 27 minutes 45 seconds West, assumed basis of bearings, a distance of 780.00 feet to the point of beginning of the line to be described; thence along non-tangential curve, concave Northwesterly and having a radius of 285.67 feet, a central angle of 53 degrees 10 minutes 40 seconds and a chord of 255.72 feet bearing South 26 degrees 03 minutes 05 seconds West, an arc distance of 265.14 feet to a point of reverse curvature; thence along a tangential curve, concave Easterly and having a radius of 285.67 feet and a central angle of 53 degrees 06 minutes 16 seconds, an arc distance of 264.77 feet to a point of tangency; thence South 0 degrees 27 minutes 51 seconds East, 100.00 feet to a point of termination in the North line of said South 780 feet of the Southeast Quarter of the Northeast Quarter, distant 1006.68 feet Westerly of the Northeast corner of said South 780 feet.

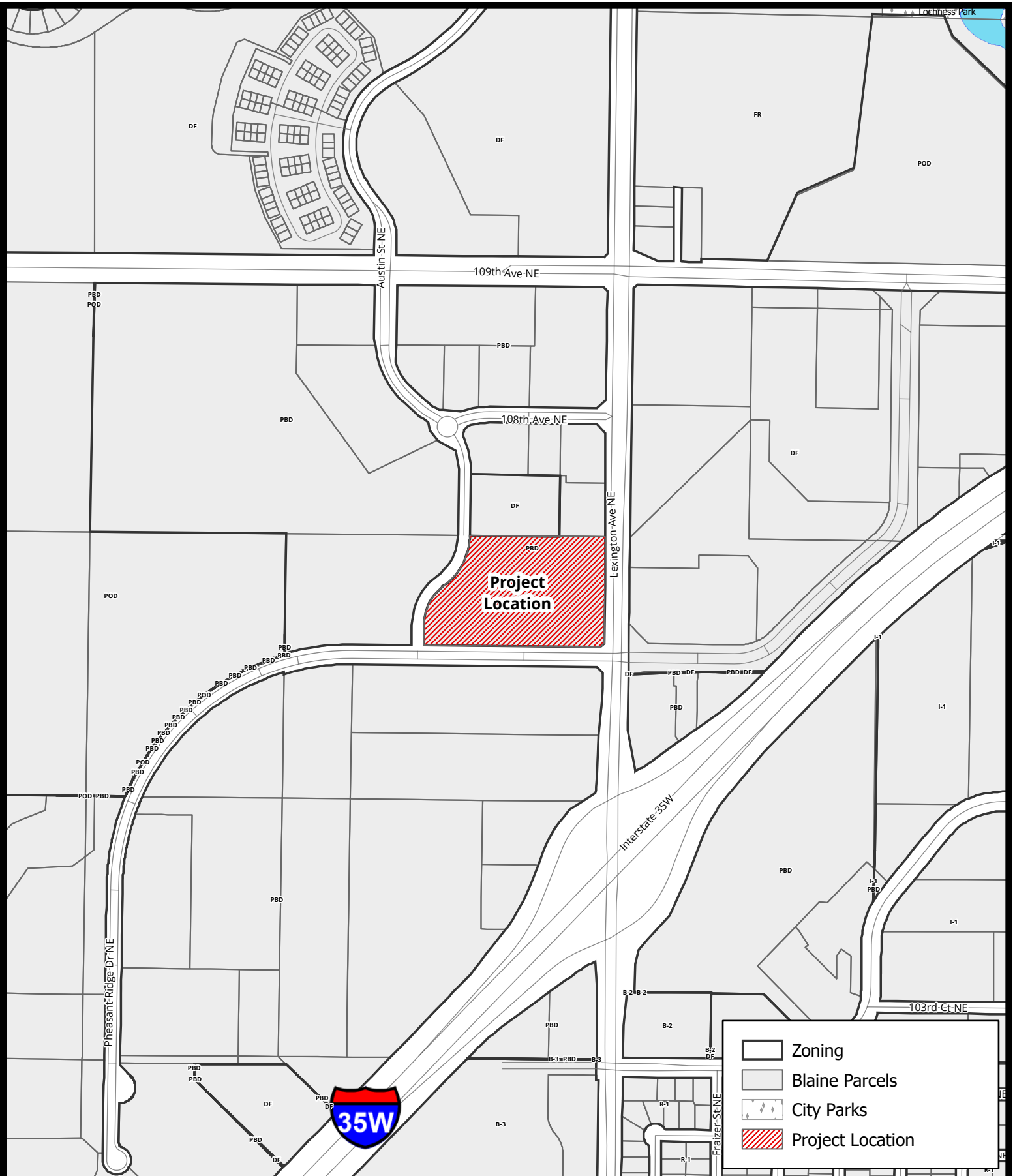
EXCEPT Parcel 6, Anoka County Right-of-Way Plat No. 61. Anoka County, Minnesota
Abstract Property

WHEREAS, the City Council has reviewed the Comprehensive Plan amendment request and finds the change to be in general conformance to the adopted Comprehensive Plan for land use compatibility.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine that the Comprehensive Plan be amended to change portions of the property, as described above, and based on land use maps contained within Case File No. 26-0031 from Planned Industrial (PI) to Planning Industrial/Planned Commercial (PI/PC) according to the following rationale:

1. The proposed PI/PC land use is consistent with adjacent light industrial and commercial uses.
2. The proposed land use allows for construction of commercial type uses that are allowed as conditional uses in the existing zoning of PBD.

PASSED by the City Council of the City of Blaine this 6th day of July, 2026.



BlaineMN.gov

Case File No. 26-0031

Blaine Ventures First Addition

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.

0 0.04 0.09 0.17 Miles

Scale: 1:7,597



C:\Users\Kdomek\OneDrive\Stantec Consulting\190300551 Swervo-Pheasant Ridge Project Title\5 SURVEY\CA01\190300551 Preliminary Plat.dwg Plot Date & Time: 6 May 2026 10:45 AM

PRELIMINARY PLAT OF BLAINE VENTURES FIRST ADDITION

LEGAL DESCRIPTION OF PROPERTY TO BE PLATTED

That part of the Southeast Quarter of the Northeast Quarter of Section 23, Township 31, Range 23, Anoka County, Minnesota, lying North of the South 780 feet thereof, and lying Easterly of a line drawn 30 feet Easterly from the following described line, as measured perpendicularly and radially thereto:

Commencing at the Northeast corner of said Southeast Quarter of the Northeast Quarter; thence along the North line thereof South 89 degrees 27 minutes 45 seconds West, assumed basis of bearings, a distance of 780.00 feet to the point of beginning of the line to be described; thence along non-tangential curve, concave Northwesterly and having a radius of 285.67 feet, a central angle of 53 degrees 10 minutes 40 seconds and a chord of 255.72 feet bearing South 26 degrees 03 minutes 05 seconds West, an arc distance of 265.14 feet to a point of reverse curvature; thence along a tangential curve, concave Easterly and having a radius of 285.67 feet and a central angle of 53 degrees 06 minutes 16 seconds, an arc distance of 264.77 feet to a point of tangency; thence South 0 degrees 27 minutes 51 seconds East, 100.00 feet to a point of termination in the North line of said South 780 feet of the Southeast Quarter of the Northeast Quarter, distant 1006.68 feet Westerly of the Northeast corner of said South 780 feet.

EXCEPT Parcel 6, Anoka County Right-of-Way Plat No. 61. Anoka County, Minnesota
Abstract Property

PRESENT ADDRESS

THE SUBJECT PROPERTY ADDRESS:
4131 Pheasant Ridge Drive NE, Blaine, MN 55449
PROPERTY ID: 23-31-23-14-0006

TAXPAYER / PROPERTY OWNER

Swervo Development Corporation

LAND SURVEYOR

Stantec
2080 Wooddale Drive, Suite 100,
Woodbury, MN 55125
Kyle A. Domek
MN License Number 62734

DATE OF PRELIMINARY PLAT

MAY 6, 2026

PLATTED AREAS

GROSS LAND AREA TO BE PLATTED = 454,053.38 SQ. FT. (10.42 ACRES ±)

LOT 1 = 130,756.5± S.F. OR 3.00± ACRES
LOT 2 = 30,511.1± S.F. OR 0.70± ACRES
LOT 3 = 40,655.4± S.F. OR 0.93± ACRES
LOT 4 = 83,233.4± S.F. OR 1.91± ACRES
OUTLOT A = 76,229.6± S.F. OR 1.75± ACRES
OUTLOT B = 92,667.4± S.F. OR 2.13± ACRES

DEDICATED RIGHT-OF-WAY = 0.00± S.F. OR 0.00± ACRES

SURVEYORS CERTIFICATION

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.

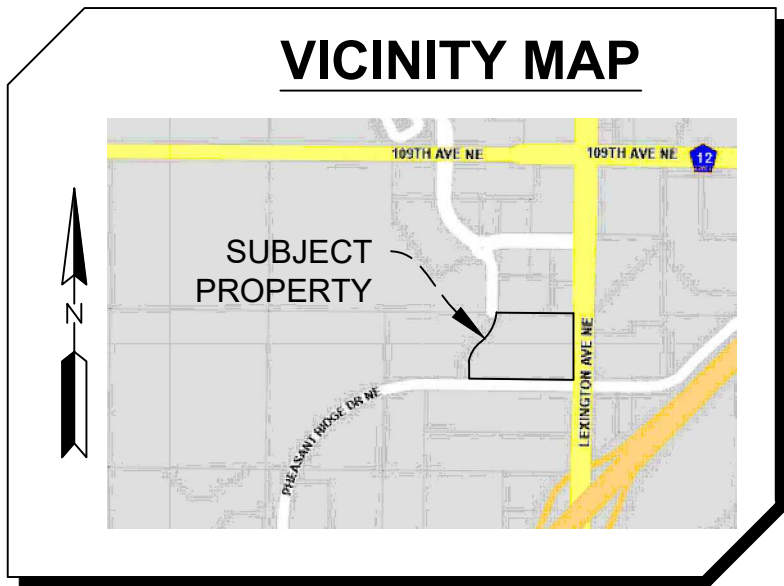
DRAFT COPY

5/6/2026

Kyle A. Domek

Date

MN LS 62734

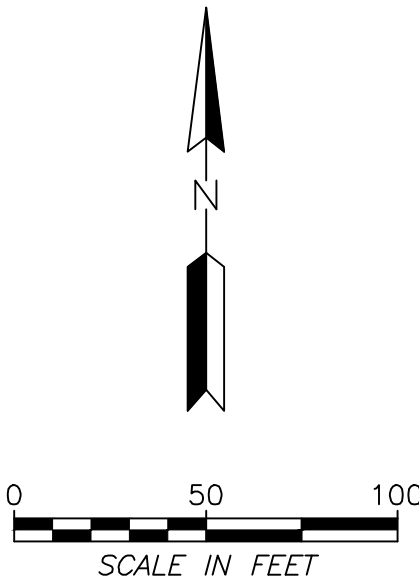


LEGEND

- SET 1/2" x 14" IRON PIPE WITH PLASTIC CAP 62734 OR MAG NAIL W/WASHER
- FOUND MONUMENT
- ⊙ FOUND WASHINGTON COUNTY MONUMENT
- ⊙ SANITARY SEWER MANHOLE
- ⊙ STORM SEWER MANHOLE
- ⊙ STORM SEWER INLET
- ⊙ STORM SEWER INLET
- ⊙ HYDRANT
- ⊙ AUTO SPRINKLER
- ⊙ GAS METER
- ⊙ COMMUNICATIONS PEDESTAL
- ⊙ ELECTRIC MANHOLE
- ⊙ DECORATIVE LIGHT

- ⊙ ELECTRIC METER
- ⊙ ELECTRIC TRANSFORMER
- ⊙ TRAFFIC SIGN
- ⊙ BOLLARD/POST
- ⊙ UTILITY POLE
- ⊙ ANCHOR CABLE
- ⊙ LIGHT POLE
- ⊙ HANDICAP PARKING SPACE
- ⊙ STOP LIGHT
- ⊙ HAND HOLE
- ⊙ IRRIGATION CONTROL VALVE
- ⊙ DECIDUOUS TREE
- ⊙ WATER VALVE
- ⊙ ELECTRICAL PEDESTAL

- X — FENCE LINE
- >>> — STORM SEWER
- — — SANITARY SEWER
- — — WATERMAIN
- G — UNDERGROUND GAS LINE
- COM — UNDERGROUND COMMUNICATION LINE
- OU — OVERHEAD UTILITY LINE
- — — TREE LINE
- — — BUILDING



GENERAL NOTES

- Bearings shown hereon are based on the south line of LEXINGTON MEADOWS 5TH ADDITION, according to the recorded plat thereof, Anoka County, Minnesota. Said south line is assumed to bear South 89°27'38" East.
- Elevations and contours shown hereon were established with GPS and are relative to the NAVD88 vertical datum.



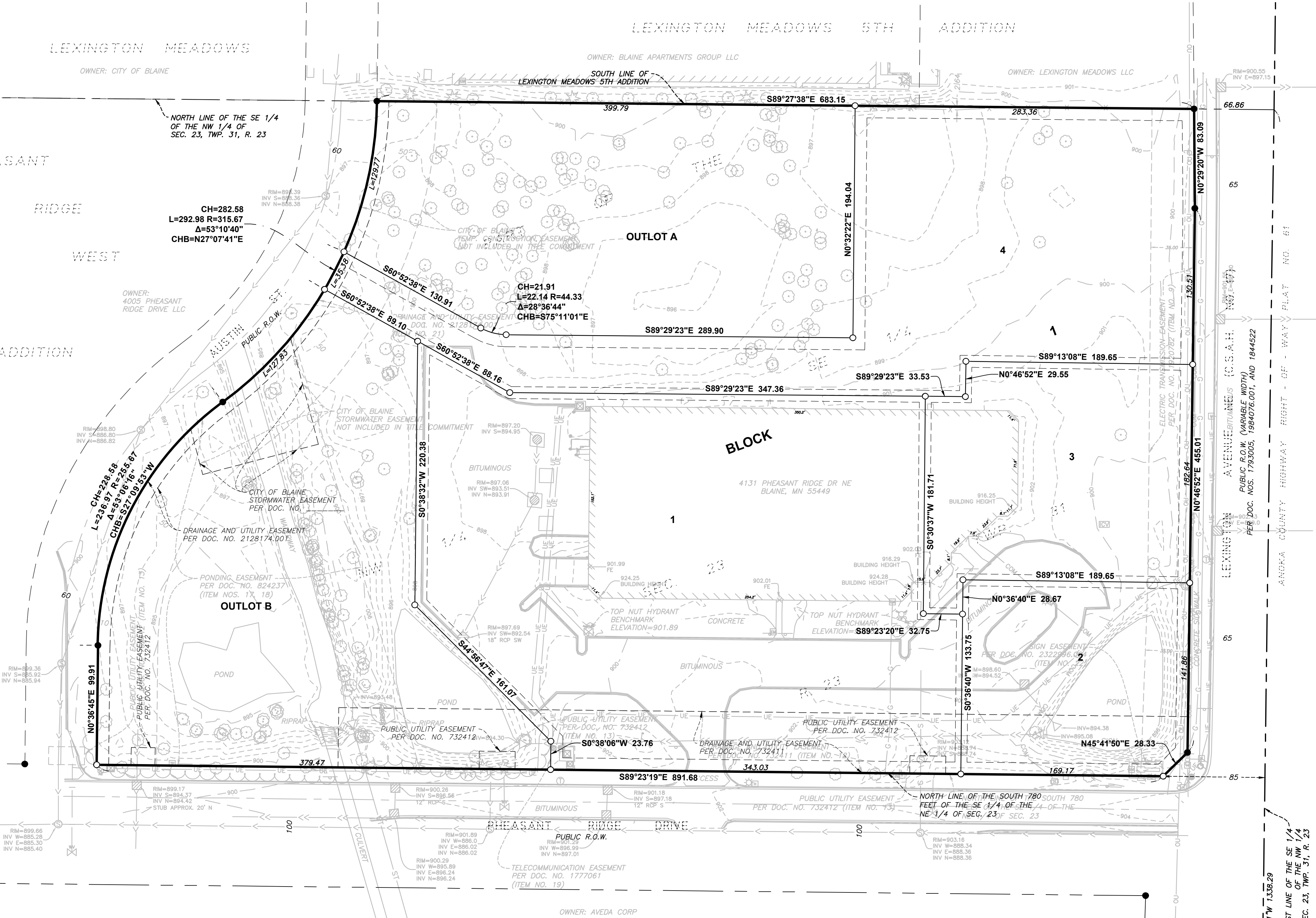
CLIENT NAME
SWERVO DEVELOPMENT CORPORATION

PROJECT TITLE
PRELIMINARY PLAT

DWN BY CHK'D
KAD JRN

APP'D DWG DATE SEE CERT.
KAD SCALE SEE SCALE BAR

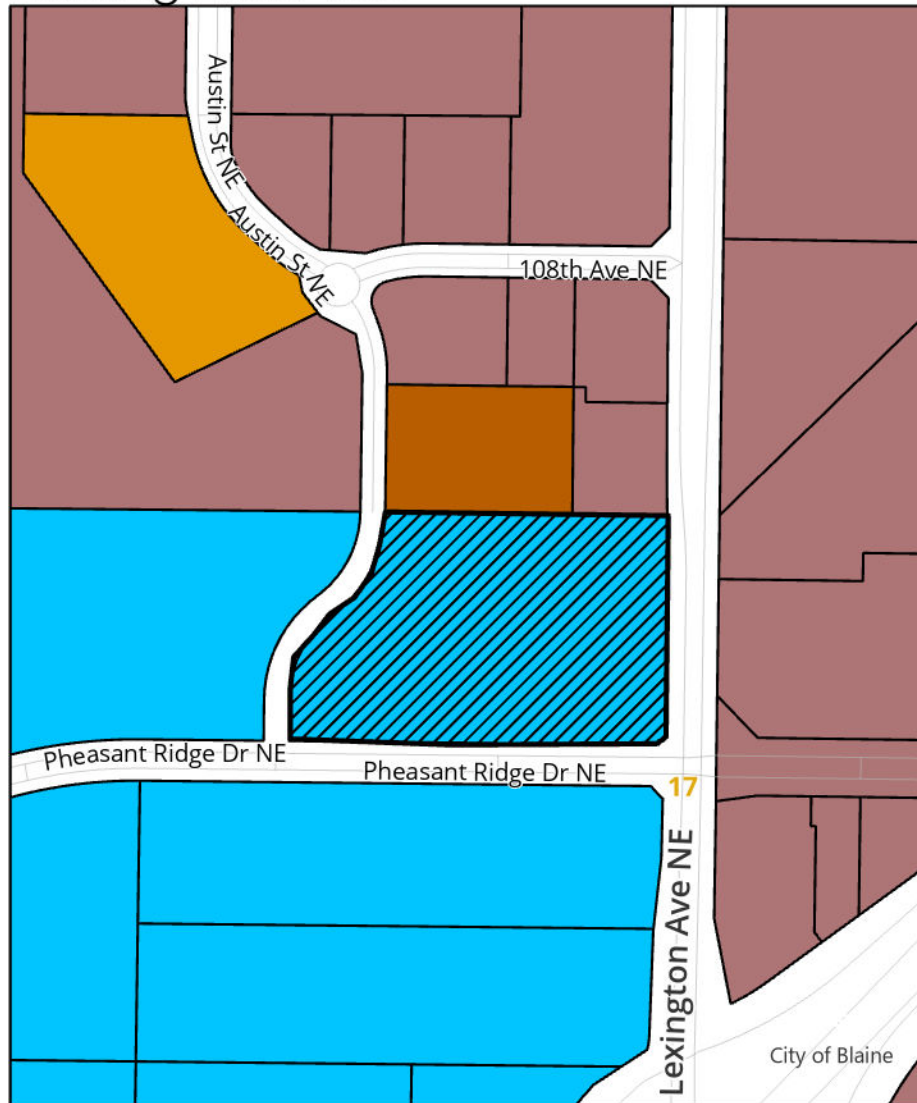
PROJECT NO. SHEET NO.
190300053 1 OF 1



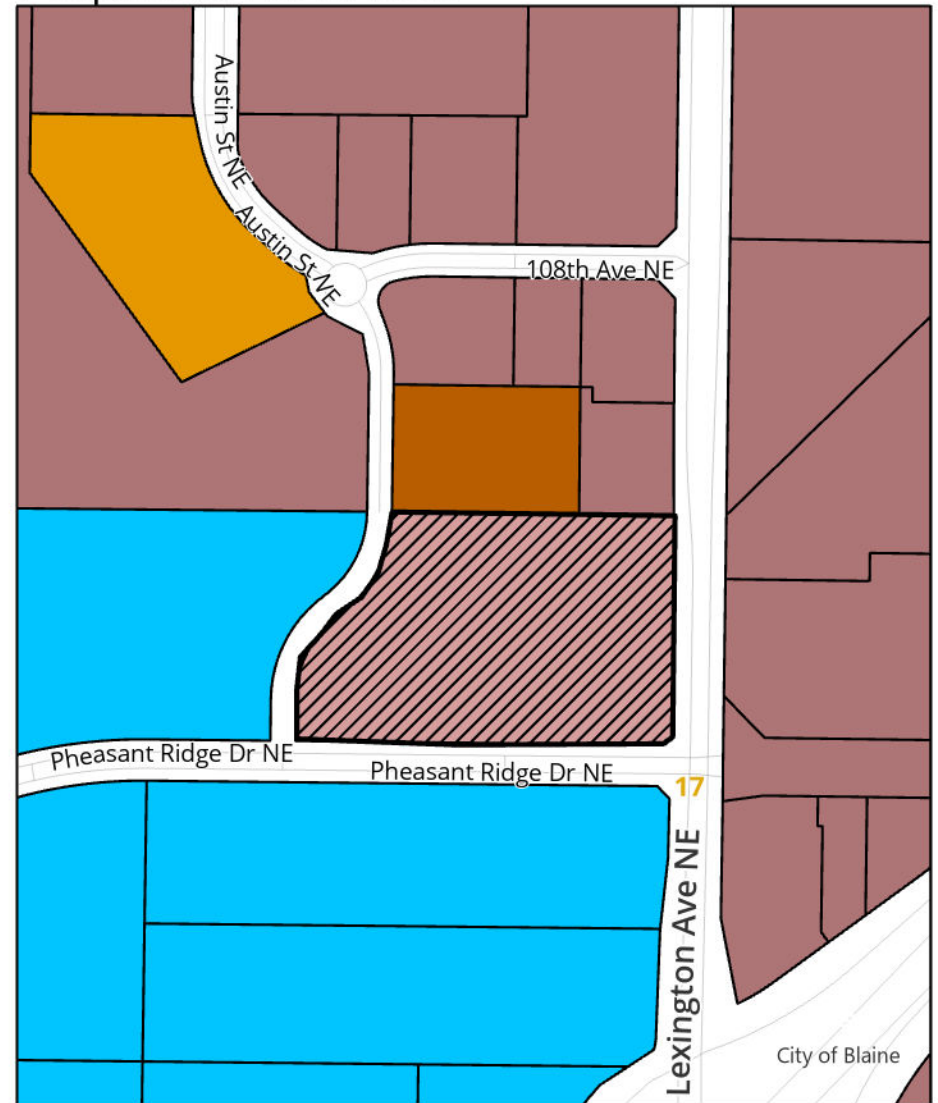
50°46'41"W 1338.29
EAST LINE OF THE SE 1/4 OF THE NW 1/4 OF SEC. 23, TWP. 31, R. 23

26-0031 Blaine Ventures

Existing Land Use

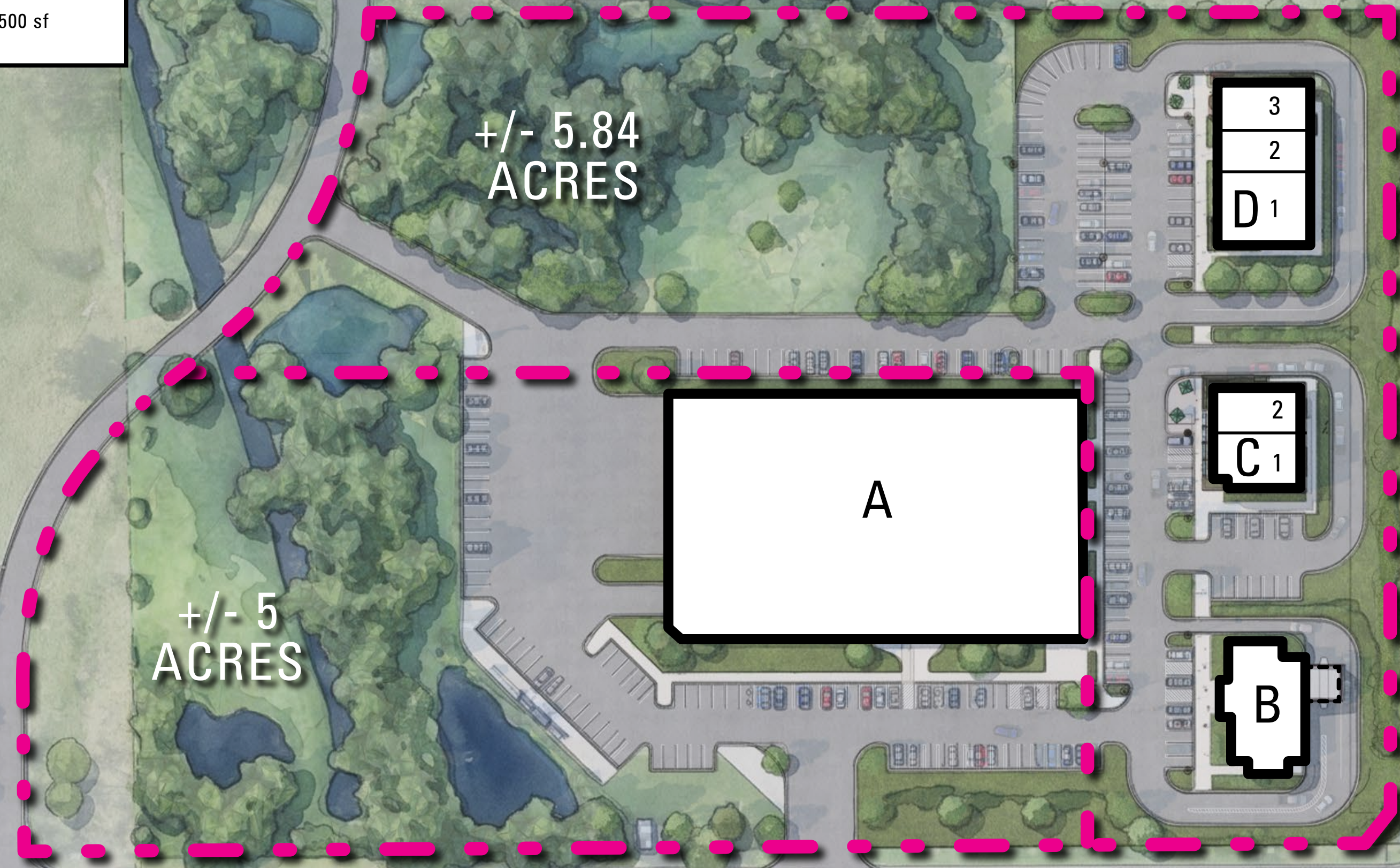
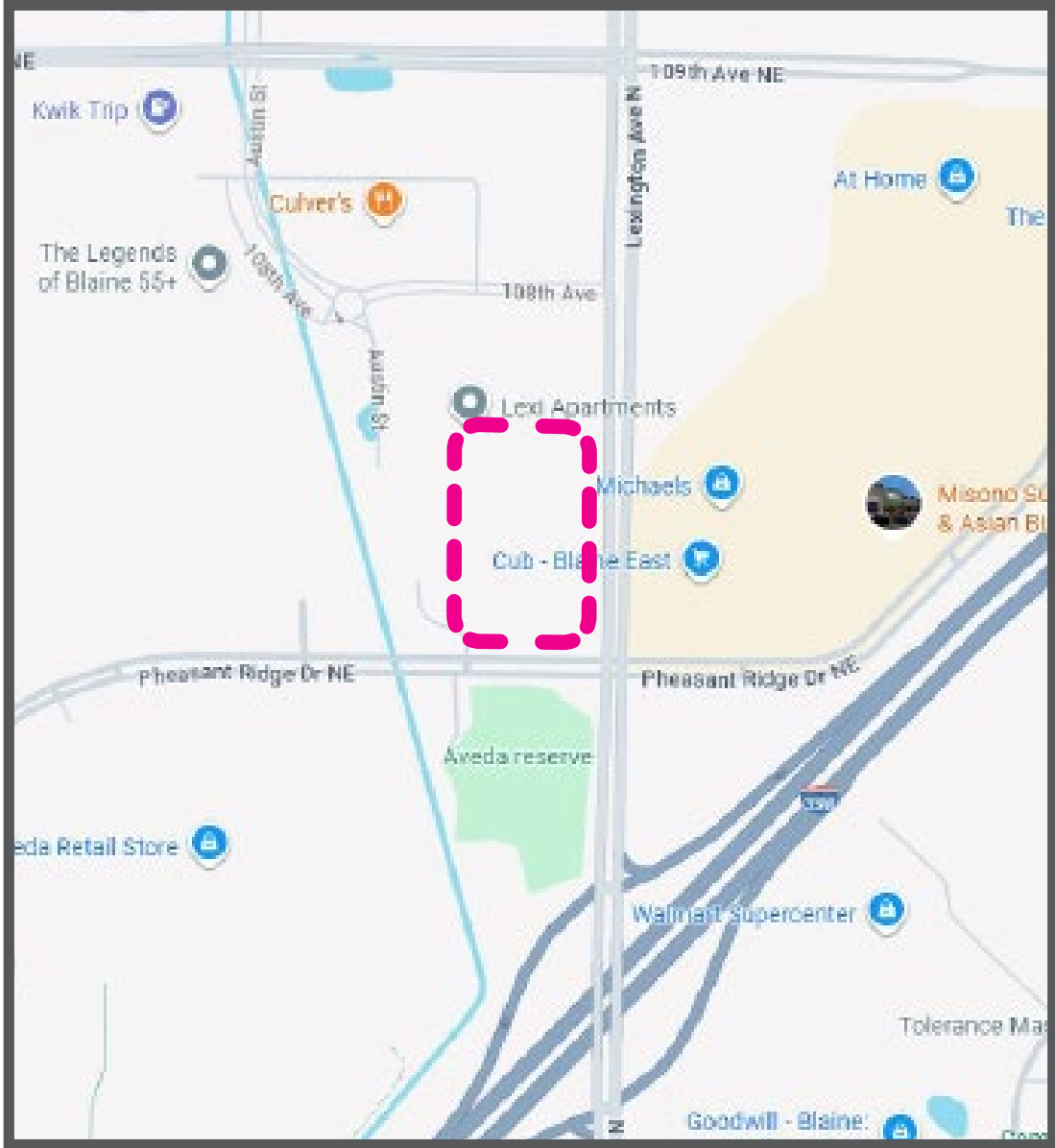


Proposed Land Use



- HDR - High Density Residential
- HDR-2 - High Density Residential
- PI - Planned Industrial
- PI/PC - Planned Industrial/ Planned Commercial

SITE PLAN		
A	Existing Light Industrial	42,600 sf
B	Credit Union with drive thru canopy	5,000 sf
C₁	Wireless	3,200 sf
C₂	Coffee	1,800 sf
D₁	Dentistry/Vet	3,600 sf
D₂	TBD Retail	1,200 sf
D₃	QS Restaurant	2,500 sf















BUILDING	PROPOSED USE	GROSS SQUARE FOOTAGE	PARKING RATIO (STALL / SF)	STALLS REQUIRED	ADA STALLS REQUIRED	STALLS PROPOSED	ADA STALLS PROPOSED
A	EXISTING MANUFACTURING	22,810	1/500	46	3	67	4
	EXISTING WAREHOUSING	18,000	1/2000	9			
	*EXISTING RETAIL	2,390	1/200	12			
B	CREDIT UNION	5,000	1/400	13	1	13	1
C	*RETAIL	3,200	1/200	16	2	39	2
	COFFEE W/ DRIVE THRU	1,800	-	-			
	ASSUMING 80% CUSTOMER SPACE	1440	1/100	15			
	ASSUMING 20% KITCHEN SPACE	360	1/200	2			
D	FOOD W/ DRIVE THRU	2,500	-	-	3	90	3
	ASSUMING 80% CUSTOMER SPACE	2000	1/100	20			
	ASSUMING 20% KITCHEN SPACE	500	1/200	3			
	DENTIST VET	3,600	1/150	24			
	*RETAIL	1,200	1/100	12			
TOTAL		-	-	172	9	209	10

NOTES: *THE NUMBER OF PARKING SPACES SHALL NOT EXCEED THE MINIMUM REQUIREMENT BY MORE THAN 10 PERCENT.



City of Blaine

Planning Commission

June 9, 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, June 9, 2026. Chair Goracke called the meeting to order at 7:00PM.

2. Roll Call

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

Members Absent: Commission Members Howard and Olson.

Staff Present: Shawn Kaye, Planner

Elizabeth Showalter, Community Development Specialist

Alex Koberoski, Assistant Planner

Teresa Barnes, Project Engineer

4. Public Hearing

4.8. 2026-284 Case File No. 26-0031 // Newton RES LLC // 4131 Pheasant Ridge Drive NE
The applicant is requesting the following:

1. Comprehensive plan amendment from Planned Industrial (PI) to Planned Industrial/Planned Commercial (PI/PC)
2. Preliminary plat approval to subdivide approximately 10.43 acres into 4 lots and 2 outlots to be known as Blaine Ventures First Addition.
3. Conditional use permit in the PBD zoning district to allow the following:
 - a. Lot 1: Zero lot line for parking/shared access on west, east and north property lines. Zero lot line for building on north and east property line.
 - b. Lot 2: Credit Union/Bank Use. Zero lot line for parking/shared access on west and north property lines.

- c. Lot 3: Retail and Restaurant Use. Zero lot line for parking/shared access on west, north and south property lines
- d. Lot 4: Medical Office, Retail, and Restaurant Uses. Zero lot line for parking/shared access on west and south property lines.

Sponsors: Shawn Kaye, Planner

The report to the planning commission was presented by Shawn Kaye, Planner. The public hearing for Case File 26-0031 was opened at 7:41PM.

Michael Margulies, Blaine Ventures representative, introduced himself to the commission and noted he was available for questions or comments.

The public hearing was closed at 7:41PM.

Chair Goracke commended the applicant for the impressive elevations.

Motion by Commissioner Swanson to recommend approval of Planning Case 26-0031A a comprehensive plan amendment from Planned Industrial (PI) to Planned Industrial/Planned Commercial (PI/PC) with the following rationale:

Case 26-0031A:

1. The proposed PI/PC land use is consistent with adjacent light industrial and commercial uses.
2. The proposed land use allows for construction of commercial type uses that are allowed as conditional uses in the existing zoning of PBD.

Motion by Commissioner Swanson to recommend approval of Planning Case 26-0031B preliminary plat approval to subdivide approximately 10.43 acres into 4 lots and 2 outlots to be known as Blaine Ventures First Addition with the following conditions:

Case 26-0031B:

1. All development signage by separate review.
2. Any development on the site must meet the City's tree preservation requirements.
3. Park dedication will be required for Lots 2,3, and 4 at the time of building permits.
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.

Motion by Commissioner Swanson to recommend approval of Planning Case 26-0031C a conditional use permit in the PBD zoning district to allow the following:

- a. Lot 1: Zero lot line for parking/shared access on west, east and north property lines. Zero lot line for building on north and east property line.
- b. Lot 2: Credit Union/Bank Use. Zero lot line for parking/shared access on west and north property lines.
- c. Lot 3: Retail and Restaurant Use. Zero lot line for parking/shared access on west, north and south property lines
- d. Lot 4: Medical Office, Retail, and Restaurant Uses. Zero lot line for parking/shared access on west and south property lines.

With the following conditions:

Case 26-0031C:

1. The uses for all lots will need to obtain a CUP amendment if the use is not permitted by this CUP, including outdoor dining.
2. Site plan approval will be required as a part of the building permit application. All site improvements to be included in the Site Improvement Performance Agreement and covered by an acceptable financial guarantee.
3. A copy of the shared access/parking agreement between lots must be submitted to the Planning Department prior to any work being allowed on site.
4. The proposed development will be required to provide an updated Traffic Impact Study to determine any additional roadway and/or intersection improvements will be required.
5. The developer will need to submit the project to RCWD. Review, approval and permits are required prior to city plan approval and start of site work.

Motion seconded by Commissioner Halpern. The motion passed 5-0.

Chair Goracke noted this would be on the agenda of the July 6, 2026 city council meeting.



City of Blaine Staff Report

File Number: RES 26-126

Agenda Date	Status
July 6, 2026	
In Control	File Type
City Council	Resolution

Development Business - Sheila Sellman, Community Development Director

Agenda Item # 9.3

Resolution Granting Preliminary Plat Approval to Subdivide Approximately 10.43 Acres into 4 Lots and 2 Outlots to be Known as Blaine Ventures First Addition at 4131 Pheasant Ridge Drive NE. Blaine Ventures LLC (Newton RES LLC) (Case File No. 26-0031/SLK)

Executive Summary

The applicant is proposing a four lot and two outlot plat for the development of three new commercial buildings and outlots for ponding and wetlands.

Background

Planning Commission Public Hearing	June 9, 2026
City Council (Preliminary Plat)	July 6, 2026
City Council (Final Plat)	TBD
Action Deadline	July 11, 2026

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

Preliminary Plat

Section 74-46 Preliminary Plat Standards of Review:

The planning commission shall make a recommendation on the preliminary plat considering conformance with the city's comprehensive plan, zoning ordinance, this chapter and all chapters of this code.

Evaluation of Request

Planning Analysis

Current and Proposed Land Use

The property is guided PI (Planned Industrial). The applicant proposes a comprehensive plan amendment for the whole site to Planned Industrial/Planned Commercial (PI/PC) to allow for industrial

and commercial type uses on site. The proposed land use designation is consistent with the adjacent properties to the north, which are PI/PC and PI to the west and south. The PI/PC is an appropriate land use to be located adjacent to existing commercial and industrial uses and with the current zoning of Planned Business District (PBD).

Current Zoning

The property is zoned PBD. The PBD zoning allows for some industrial uses, such as warehousing and manufacturing, and commercial uses such as retail and restaurants with a conditional use permit. All uses in the PBD require a Conditional Use Permit (CUP).

Surrounding Zoning and Uses

All surrounding properties are zoned PBD, except Lexi Apartments is Development Flex (DF). Industrial buildings are located to the west and south. Lexi Apartments is located to the north and Lexington Avenue is to the east.

Existing Conditions

The property has an existing building being used for cannabis retail sales, cultivation, and manufacturing.

History

A CUP was approved in September 2025 for a cannabis mezzobusiness.

Plat

Blaine Ventures First Addition consists of four lots.

- Lot 1 is approximately 3 acres and an existing cannabis mezzobusiness is located on this parcel.
- Lot 2 is approximately .70 acres and a credit union is proposed for this lot.
- Lot 3 is approximately .93 acres and restaurant and retail are proposed for this lot.
- Lot 4 is approximately 1.91 acres and a medical office, retail, and restaurant are proposed on this parcel.
- Outlot A- 1.75 acres—ponding and wetlands
- Outlot B- 2.13 acres—wetlands

Architecture

Building elevations have been included in the report for informational purposes only. All proposed uses will need to meet architectural requirements in the PBD section of the zoning ordinance with the building permit process. This would include 50 percent of all exterior wall finishes on any building shall be comprised of a combination of at least three of the following materials with all materials present on each elevation:

1. Brick.
2. Natural or cultured stone.
3. Glass.
4. Stucco or exterior insulation and finish systems (EIFS).
5. Fiber cement or composite siding.
6. Architectural metal.

7. Integrally colored rock-faced block.

Setbacks

Building

- Front: 50 feet
- Side: 15 feet
- Lot 1 will have a zero lot line on the north and east property line

Parking

- Front: 30 feet
- Side: 15 feet
- Lot 1 will have a zero lot line on west, east and north property line
- Lot 2 will have a zero lot line on west and north property line
- Lot 3 will have a zero lot line on west, south and north property line
- Lot 4 will have a zero lot line on west and south property line

Landscaping

All proposed uses will need to meet the landscape requirements of the zoning ordinance through the building permit process.

Tree Preservation

The tree preservation ordinance requirements will need to be met prior to any work on site.

Park Dedication

Park dedication will be required for Lots 2,3, and 4 at the time of building permits. The 2026 PBD zoning district park dedication fee is \$7,820 per acre.

Parking

The parking provided on site will need to meet parking requirements for proposed uses (restaurants, retail, etc.). It appears that the parking on site is adequate for the uses proposed. A total of 172 parking stalls would be required for the uses proposed, and 209 parking spaces have been provided.

Engineering Analysis

Grading/Storm Drainage

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

Utilities

Utilities will be extended through the proposed development to serve all proposed buildings as necessary. Final locations will be determined during the building permit process. Hydrant locations must be reviewed and approved by the Fire Department.

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 the Rice Creek Watershed District (RCWD). Review, approval and permits are required prior to city plan approval and start of site work.

Access/Street Design/Sidewalks/Trails

The development is proposing to gain/provide access from an existing access drive on the north side of Pheasant Ridge Drive and from a proposed access drive connection to the future Austin Street Extension, to be completed by the City in 2027.

The proposed development provided an updated Traffic Impact Study. The study did not identify any mitigation measures for the proposed uses.

Easements/Right-of-way/Permits

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.

Attachment List:

Zoning and Location Map
Preliminary Plat
Land Use Existing/Proposed Map
Site Plan
Building Elevations (Concept)
Parking Analysis
Unapproved Planning Commission Meeting Minutes

Strategic Plan Relationship

Not applicable.

Board/Commission Review

The Planning Commission voted unanimously to approve the preliminary plat. 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.
4. Posted (sign) on the property with contact information for the Planning Department.

Staff Recommendation

By motion, adopt the resolution.

Attachment List

1. Attachments
2. Unapproved PC Minutes



City of Blaine

Signature Copy

Resolution: RES 26-126

Resolution Granting Preliminary Plat Approval to Subdivide Approximately 10.43 Acres into 4 Lots and 2 Outlots to be Known as Blaine Ventures First Addition at 4131 Pheasant Ridge Drive NE. Blaine Ventures LLC (Newton RES LLC) (Case File No. 26-0031/SLK)

WHEREAS, an application has been filed by BLAINE VENTURES LLC (Newton RES LLC), Case File No. 26-0031 for a preliminary plat known as Blaine Ventures First Addition; and

WHEREAS, said case involves the division of land described as follows:

That part of the Southeast Quarter of the Northeast Quarter of Section 23, Township 31, Range 23, Anoka County, Minnesota, lying North of the South 780 feet thereof, and lying Easterly of a line drawn 30 feet Easterly from the following described line, as measured perpendicularly and radially thereto:

Commencing at the Northeast corner of said Southeast Quarter of the Northeast Quarter; thence along the North line thereof South 89 degrees 27 minutes 45 seconds West, assumed basis of bearings, a distance of 780.00 feet to the point of beginning of the line to be described; thence along non-tangential curve, concave Northwesterly and having a radius of 285.67 feet, a central angle of 53 degrees 10 minutes 40 seconds and a chord of 255.72 feet bearing South 26 degrees 03 minutes 05 seconds West, an arc distance of 265.14 feet to a point of reverse curvature; thence along a tangential curve, concave Easterly and having a radius of 285.67 feet and a central angle of 53 degrees 06 minutes 16 seconds, an arc distance of 264.77 feet to a point of tangency; thence South 0 degrees 27 minutes 51 seconds East, 100.00 feet to a point of termination in the North line of said South 780 feet of the Southeast Quarter of the Northeast Quarter, distant 1006.68 feet Westerly of the Northeast corner of said South 780 feet.

EXCEPT Parcel 6, Anoka County Right-of-Way Plat No. 61. Anoka County, Minnesota
Abstract Property

WHEREAS, the Blaine Planning Commission has reviewed said case file on June 9, 2026; and

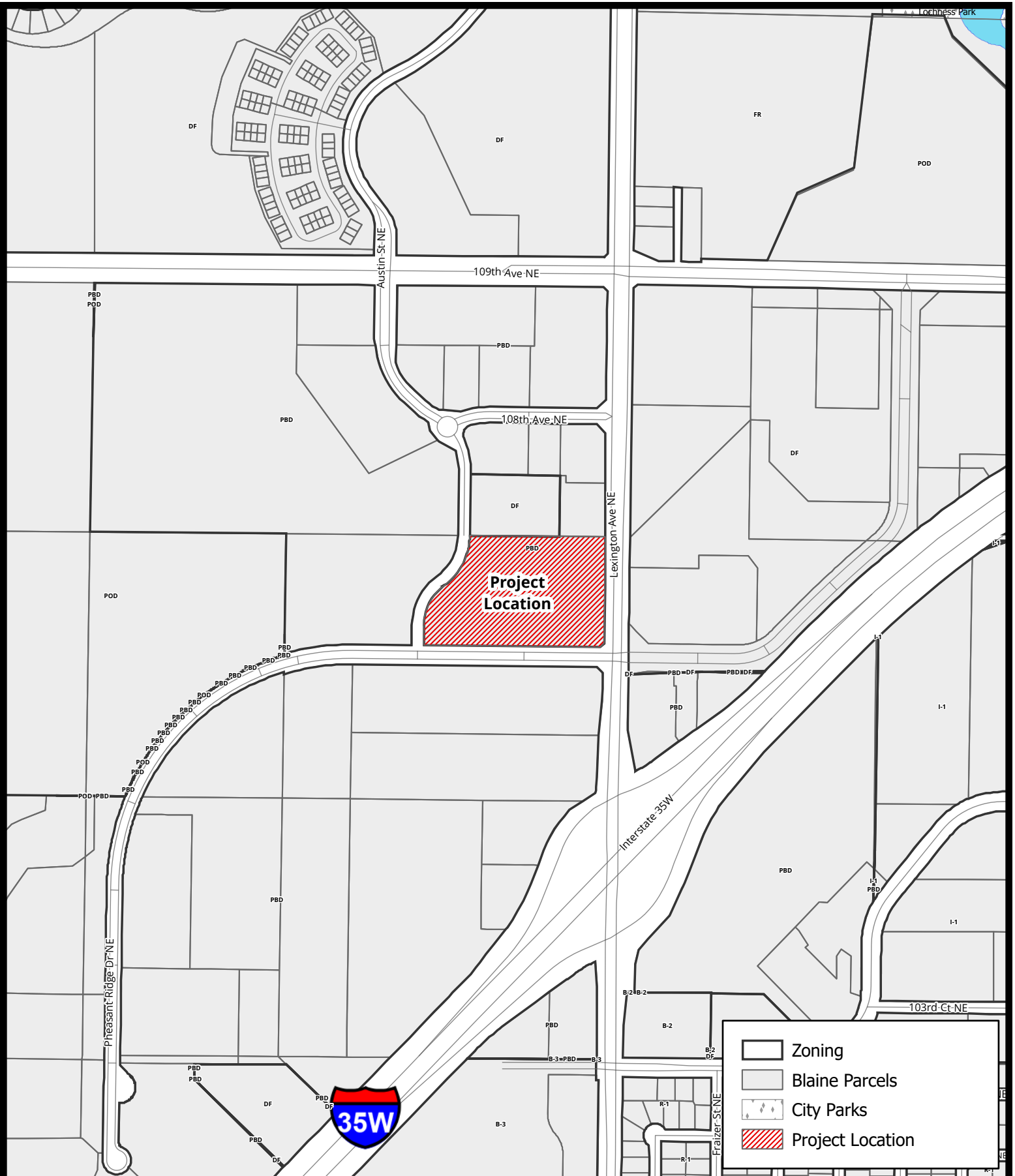
WHEREAS, the preliminary plat meets the general requirements of section 74-46 of the Blaine Zoning Code; and

WHEREAS, the Blaine Planning Commission held a public hearing on June 9, 2026 and recommend approval regarding said plat with conditions; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine that preliminary plat approval per Section 74-46 of the subdivision regulations is hereby granted for Blaine Ventures First Addition permitting preparation of a final plat for approval per Section 74-47 subject to the listed conditions.

1. All development signage by separate review.
2. Any development on the site must meet the City's tree preservation requirements.
3. Park dedication will be required for Lots 2,3, and 4 at the time of building permits.
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. The developer will need to obtain a watershed permit prior to any site work.

PASSED by City Council of the City of Blaine this 6th day of July, 2026.



Case File No. 26-0031

Blaine Ventures First Addition

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 PLAT OF BLAINE VENTURES FIRST ADDITION

LEGAL DESCRIPTION OF PROPERTY TO BE PLATTED

That part of the Southeast Quarter of the Northeast Quarter of Section 23, Township 31, Range 23, Anoka County, Minnesota, lying North of the South 780 feet thereof, and lying Easterly of a line drawn 30 feet Easterly from the following described line, as measured perpendicularly and radially thereto:

Commencing at the Northeast corner of said Southeast Quarter of the Northeast Quarter; thence along the North line thereof South 89 degrees 27 minutes 45 seconds West, assumed basis of bearings, a distance of 780.00 feet to the point of beginning of the line to be described; thence along non-tangential curve, concave Northwesterly and having a radius of 285.67 feet, a central angle of 53 degrees 10 minutes 40 seconds and a chord of 255.72 feet bearing South 26 degrees 03 minutes 05 seconds West, an arc distance of 265.14 feet to a point of reverse curvature; thence along a tangential curve, concave Easterly and having a radius of 285.67 feet and a central angle of 53 degrees 06 minutes 16 seconds, an arc distance of 264.77 feet to a point of tangency; thence South 0 degrees 27 minutes 51 seconds East, 100.00 feet to a point of termination in the North line of said South 780 feet of the Southeast Quarter of the Northeast Quarter, distant 1006.68 feet Westerly of the Northeast corner of said South 780 feet.

EXCEPT Parcel 6, Anoka County Right-of-Way Plat No. 61. Anoka County, Minnesota
Abstract Property

PRESENT ADDRESS

THE SUBJECT PROPERTY ADDRESS:
4131 Pheasant Ridge Drive NE, Blaine, MN 55449
PROPERTY ID: 23-31-23-14-0006

TAXPAYER / PROPERTY OWNER

Swervo Development Corporation

LAND SURVEYOR

Stantec
2080 Wooddale Drive, Suite 100,
Woodbury, MN 55125
Kyle A. Domek
MN License Number 62734

DATE OF PRELIMINARY PLAT

MAY 6, 2026

PLATTED AREAS

GROSS LAND AREA TO BE PLATTED = 454,053.38 SQ. FT. (10.42 ACRES ±)

LOT 1 = 130,756.5± S.F. OR 3.00± ACRES
LOT 2 = 30,511.1± S.F. OR 0.70± ACRES
LOT 3 = 40,655.4± S.F. OR 0.93± ACRES
LOT 4 = 83,233.4± S.F. OR 1.91± ACRES
OUTLOT A = 76,229.6± S.F. OR 1.75± ACRES
OUTLOT B = 92,667.4± S.F. OR 2.13± ACRES

DEDICATED RIGHT-OF WAY = 0.00± S.F. OR 0.00± ACRES

SURVEYORS CERTIFICATION

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.

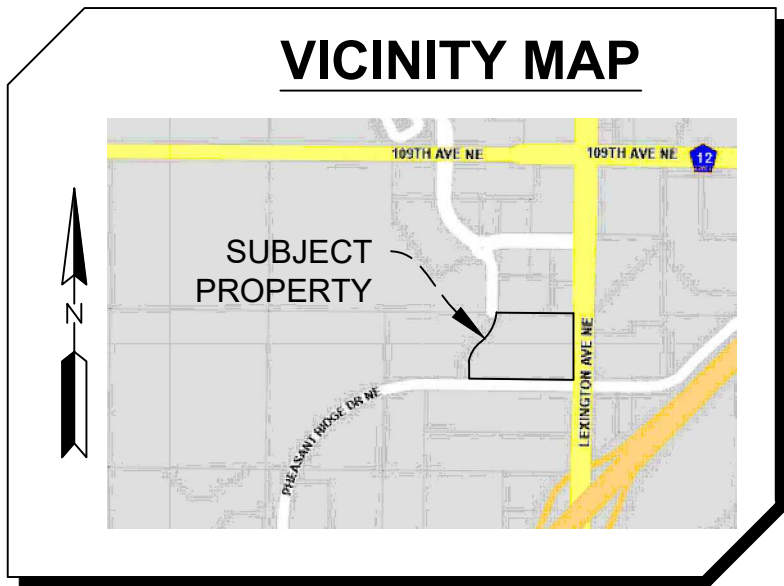
DRAFT COPY

5/6/2026

Kyle A. Domek

Date

MN LS 62734

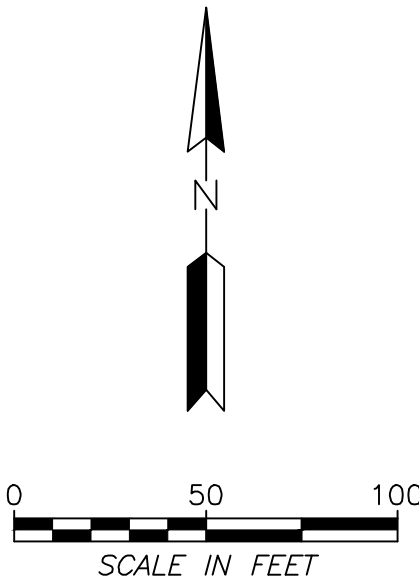


LEGEND

- SET 1/2" x 14" IRON PIPE WITH PLASTIC CAP 62734 OR MAG NAIL W/WASHER
- FOUND MONUMENT
- ⊙ FOUND WASHINGTON COUNTY MONUMENT
- ⊙ SANITARY SEWER MANHOLE
- ⊙ STORM SEWER MANHOLE
- ⊙ STORM SEWER INLET
- ⊙ STORM SEWER INLET HYDRANT
- ⊙ AUTO SPRINKLER
- ⊙ GAS METER
- ⊙ COMMUNICATIONS PEDESTAL
- ⊙ ELECTRIC MANHOLE
- ⊙ DECORATIVE LIGHT

- ⊙ ELECTRIC METER
- ⊙ ELECTRIC TRANSFORMER
- ⊙ TRAFFIC SIGN
- ⊙ BOLLARD/POST
- ⊙ UTILITY POLE
- ⊙ ANCHOR CABLE
- ⊙ LIGHT POLE
- ⊙ HANDICAP PARKING SPACE
- ⊙ STOP LIGHT
- ⊙ HAND HOLE
- ⊙ IRRIGATION CONTROL VALVE
- ⊙ DECIDUOUS TREE
- ⊙ WATER VALVE
- ⊙ ELECTRICAL PEDESTAL

- X — FENCE LINE
- >>> — STORM SEWER
- — SANITARY SEWER
- — WATERMAIN
- G — UNDERGROUND GAS LINE
- COM — UNDERGROUND COMMUNICATION LINE
- OU — OVERHEAD UTILITY LINE
- — TREE LINE
- — BUILDING



GENERAL NOTES

- Bearings shown hereon are based on the south line of LEXINGTON MEADOWS 5TH ADDITION, according to the recorded plat thereof, Anoka County, Minnesota. Said south line is assumed to bear South 89°27'38" East.
- Elevations and contours shown hereon were established with GPS and are relative to the NAVD88 vertical datum.



CLIENT NAME
SWERVO DEVELOPMENT CORPORATION

PROJECT TITLE
PRELIMINARY PLAT

DWN BY
KAD

CHK'D
JRN

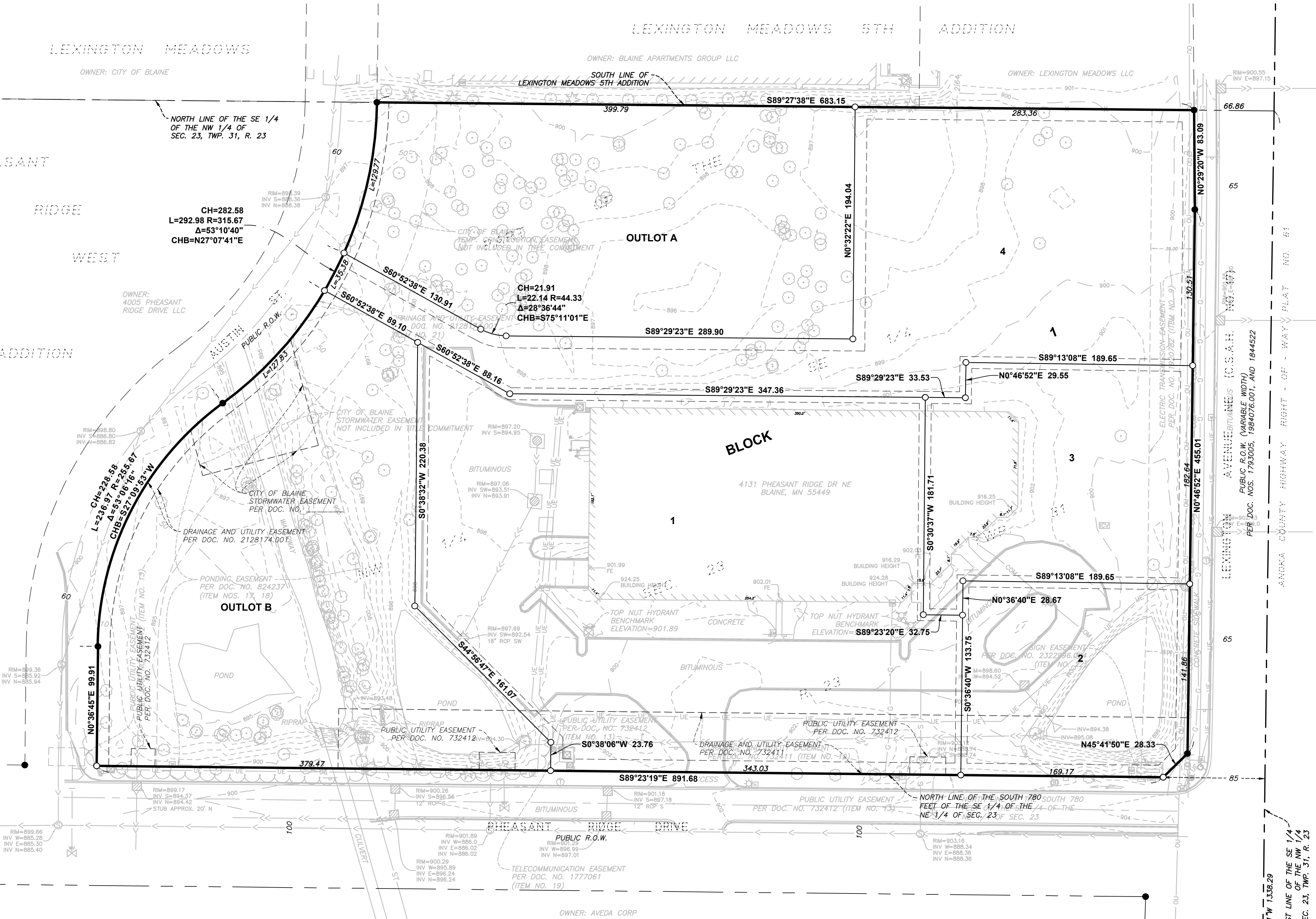
APP'D
KAD

DWG DATE
SCALE

SEE CERT.
SCALE BAR

PROJECT NO.
190300053

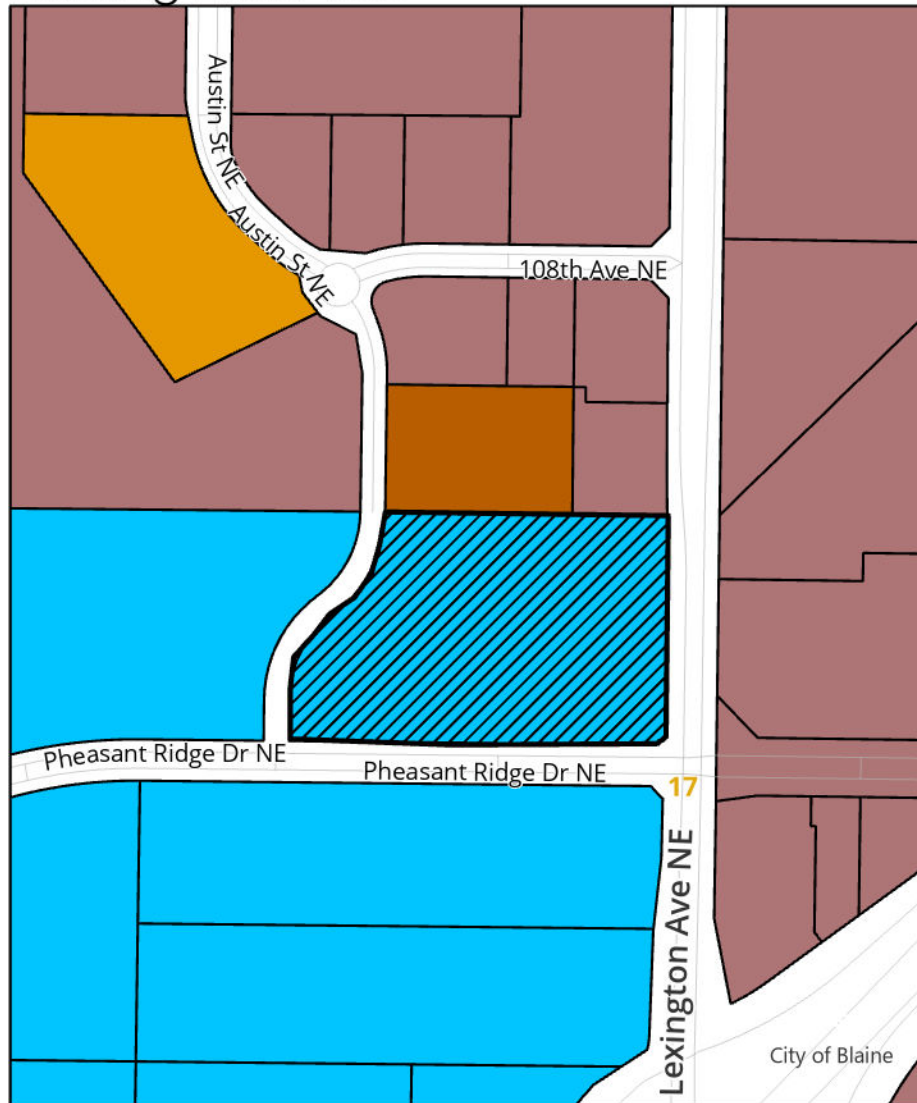
SHEET NO.
1 OF 1



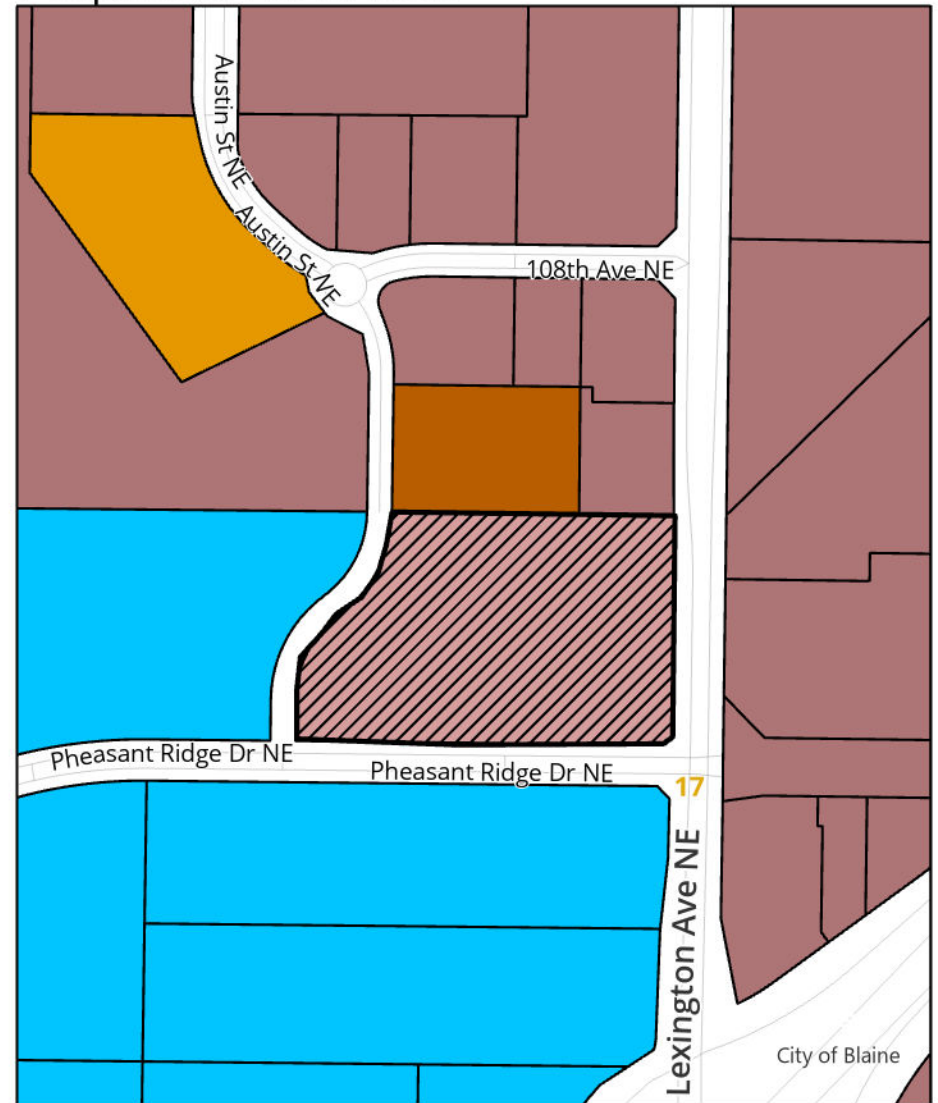
50°46'41"W 1336.29
EAST LINE OF THE SE 1/4 OF THE NW 1/4 OF SEC. 23, TWP. 31, R. 23

26-0031 Blaine Ventures

Existing Land Use

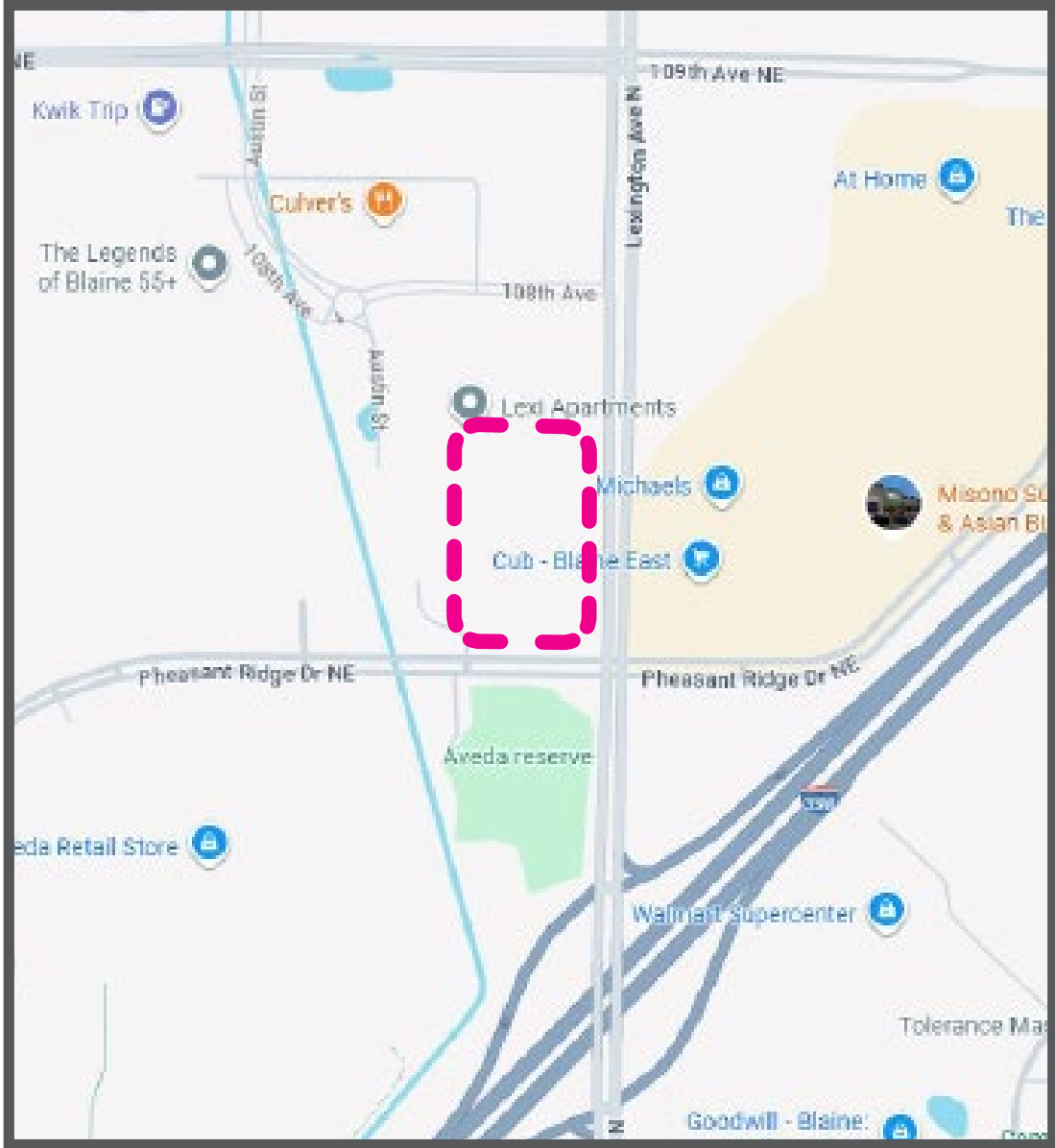


Proposed Land Use



- HDR - High Density Residential
- HDR-2 - High Density Residential
- PI - Planned Industrial
- PI/PC - Planned Industrial/ Planned Commercial

SITE PLAN		
A	Existing Light Industrial	42,600 sf
B	Credit Union with drive thru canopy	5,000 sf
C₁	Wireless	3,200 sf
C₂	Coffee	1,800 sf
D₁	Dentistry/Vet	3,600 sf
D₂	TBD Retail	1,200 sf
D₃	QS Restaurant	2,500 sf



PHEASANT RIDGE DR NE













BUILDING	PROPOSED USE	GROSS SQUARE FOOTAGE	PARKING RATIO (STALL / SF)	STALLS REQUIRED	ADA STALLS REQUIRED	STALLS PROPOSED	ADA STALLS PROPOSED
A	EXISTING MANUFACTURING	22,810	1/500	46	3	67	4
	EXISTING WAREHOUSING	18,000	1/2000	9			
	*EXISTING RETAIL	2,390	1/200	12			
B	CREDIT UNION	5,000	1/400	13	1	13	1
C	*RETAIL	3,200	1/200	16	2	39	2
	COFFEE W/ DRIVE THRU	1,800	-	-			
	ASSUMING 80% CUSTOMER SPACE	1440	1/100	15			
	ASSUMING 20% KITCHEN SPACE	360	1/200	2			
D	FOOD W/ DRIVE THRU	2,500	-	-	3	90	3
	ASSUMING 80% CUSTOMER SPACE	2000	1/100	20			
	ASSUMING 20% KITCHEN SPACE	500	1/200	3			
	DENTIST VET	3,600	1/150	24			
	*RETAIL	1,200	1/100	12			
TOTAL		-	-	172	9	209	10

NOTES: *THE NUMBER OF PARKING SPACES SHALL NOT EXCEED THE MINIMUM REQUIREMENT BY MORE THAN 10 PERCENT.



City of Blaine

Planning Commission

June 9, 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, June 9, 2026. Chair Goracke called the meeting to order at 7:00PM.

2. Roll Call

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

Members Absent: Commission Members Howard and Olson.

Staff Present: Shawn Kaye, Planner

Elizabeth Showalter, Community Development Specialist

Alex Koberoski, Assistant Planner

Teresa Barnes, Project Engineer

4. Public Hearing

4.8. 2026-284 Case File No. 26-0031 // Newton RES LLC // 4131 Pheasant Ridge Drive NE
The applicant is requesting the following:

1. Comprehensive plan amendment from Planned Industrial (PI) to Planned Industrial/Planned Commercial (PI/PC)
2. Preliminary plat approval to subdivide approximately 10.43 acres into 4 lots and 2 outlots to be known as Blaine Ventures First Addition.
3. Conditional use permit in the PBD zoning district to allow the following:
 - a. Lot 1: Zero lot line for parking/shared access on west, east and north property lines. Zero lot line for building on north and east property line.
 - b. Lot 2: Credit Union/Bank Use. Zero lot line for parking/shared access on west and north property lines.

- c. Lot 3: Retail and Restaurant Use. Zero lot line for parking/shared access on west, north and south property lines
- d. Lot 4: Medical Office, Retail, and Restaurant Uses. Zero lot line for parking/shared access on west and south property lines.

Sponsors: Shawn Kaye, Planner

The report to the planning commission was presented by Shawn Kaye, Planner. The public hearing for Case File 26-0031 was opened at 7:41PM.

Michael Margulies, Blaine Ventures representative, introduced himself to the commission and noted he was available for questions or comments.

The public hearing was closed at 7:41PM.

Chair Goracke commended the applicant for the impressive elevations.

Motion by Commissioner Swanson to recommend approval of Planning Case 26-0031A a comprehensive plan amendment from Planned Industrial (PI) to Planned Industrial/Planned Commercial (PI/PC) with the following rationale:

Case 26-0031A:

- 1. The proposed PI/PC land use is consistent with adjacent light industrial and commercial uses.**
- 2. The proposed land use allows for construction of commercial type uses that are allowed as conditional uses in the existing zoning of PBD.**

Motion by Commissioner Swanson to recommend approval of Planning Case 26-0031B preliminary plat approval to subdivide approximately 10.43 acres into 4 lots and 2 outlots to be known as Blaine Ventures First Addition with the following conditions:

Case 26-0031B:

- 1. All development signage by separate review.**
- 2. Any development on the site must meet the City's tree preservation requirements.**
- 3. Park dedication will be required for Lots 2,3, and 4 at the time of building permits.**
- 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.**

Motion by Commissioner Swanson to recommend approval of Planning Case 26-0031C a conditional use permit in the PBD zoning district to allow the following:

- a. Lot 1: Zero lot line for parking/shared access on west, east and north property lines. Zero lot line for building on north and east property line.
- b. Lot 2: Credit Union/Bank Use. Zero lot line for parking/shared access on west and north property lines.
- c. Lot 3: Retail and Restaurant Use. Zero lot line for parking/shared access on west, north and south property lines
- d. Lot 4: Medical Office, Retail, and Restaurant Uses. Zero lot line for parking/shared access on west and south property lines.

With the following conditions:

Case 26-0031C:

1. The uses for all lots will need to obtain a CUP amendment if the use is not permitted by this CUP, including outdoor dining.
2. Site plan approval will be required as a part of the building permit application. All site improvements to be included in the Site Improvement Performance Agreement and covered by an acceptable financial guarantee.
3. A copy of the shared access/parking agreement between lots must be submitted to the Planning Department prior to any work being allowed on site.
4. The proposed development will be required to provide an updated Traffic Impact Study to determine any additional roadway and/or intersection improvements will be required.
5. The developer will need to submit the project to RCWD. Review, approval and permits are required prior to city plan approval and start of site work.

Motion seconded by Commissioner Halpern. The motion passed 5-0.

Chair Goracke noted this would be on the agenda of the July 6, 2026 city council meeting.



City of Blaine

Staff Report

File Number: RES 26-127

Agenda Date	Status
July 6, 2026	
In Control	File Type
City Council	Resolution

Development Business - Sheila Sellman, Community Development Director

Agenda Item # 9.4

Resolution Granting a Conditional Use Permit in the Planned Business District (PBD) Zoning District to Allow the Following Uses: Credit Union/Bank, Retail, Restaurant, Medical Office, and Zero Lot Line, at 4131 Pheasant Ridge Drive NE. Blaine Ventures LLC/Newton RES LLC (Blaine Ventures First Addition) (Case File No. 26-0031/SLK)

Executive Summary

The applicant is requesting a Conditional Use Permit (CUP) to construct three buildings with general retail use, medical office use, bank use, restaurant use, zero lot line, and shared access and parking.

Background

Planning Commission Public Hearing	June 9, 2026
City Council (Conditional Use Permit)	July 6, 2026
Action Deadline	July 11, 2026

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

Evaluation of Request

Planning Analysis

Current and Proposed Land Use

The property is guided PI (Planned Industrial). The applicant proposes a comprehensive plan amendment for the whole site to Planned Industrial/Planned Commercial (PI/PC) to allow for industrial and commercial type uses on site. The proposed land use designation is consistent with the adjacent properties to the north, which are PI/PC and PI to the west and south. The PI/PC is an appropriate land use to be located adjacent to existing commercial and industrial uses and with the current zoning of Planned Business District (PBD).

Current Zoning

The property is zoned PBD. The PBD zoning allows for some industrial uses, such as warehousing and manufacturing, and commercial uses such as retail and restaurants with a conditional use permit. All uses in the PBD require a Conditional Use Permit (CUP).

Surrounding Zoning and Uses

All surrounding properties are zoned PBD, except Lexi Apartments is Development Flex (DF). Industrial buildings are located to the west and south. Lexi Apartments is located to the north and Lexington Avenue is to the east.

Existing Conditions

The property has an existing building being used for cannabis retail sales, cultivation, and manufacturing.

History

A CUP was approved in September 2025 for a cannabis mezzobusiness.

Plat

Blaine Ventures First Addition consists of four lots.

- Lot 1 is approximately 3 acres and an existing cannabis mezzobusiness is located on this parcel.
- Lot 2 is approximately .70 acres and a credit union is proposed for this lot.
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Architecture

Building elevations have been included in the report for informational purposes only. All proposed uses will need to meet architectural requirements in the PBD section of the zoning ordinance with the building permit process. This would include 50 percent of all exterior wall finishes on any building shall be comprised of a combination of at least three of the following materials with all materials present on each elevation:

1. Brick.
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7. Integrally colored rock-faced block.

Setbacks

Building

- Front: 50 feet

- Side: 15 feet
- Lot 1 will have a zero lot line on the north and east property line

Parking

- Front: 30 feet
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Landscaping

All proposed uses will need to meet the landscape requirements of the zoning ordinance through the building permit process.

Tree Preservation

The tree preservation ordinance requirements will need to be met prior to any work on site.

Park Dedication

Park dedication will be required for Lots 2,3, and 4 at the time of building permits. The 2026 PBD zoning district park dedication fee is \$7,820 per acre.

Parking.

The parking provided on site will need to meet parking requirements for proposed uses (restaurants, retail, etc.). It appears that the parking on site is adequate for the uses proposed. A total of 172 parking stalls would be required for the uses proposed, and 209 parking spaces have been provided.

Engineering Analysis

Grading/Storm Drainage

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

Utilities

Utilities will be extended through the proposed development to serve all proposed buildings as necessary. Final locations will be determined during the building permit process. Hydrant locations must be reviewed and approved by the Fire Department.

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 the Rice Creek Watershed District (RCWD). Review, approval and permits are required prior to city plan approval and start of site work.

Access/Street Design/Sidewalks/Trails

The development is proposing to gain/provide access from an existing access drive on the north side of Pheasant Ridge Drive and from a proposed access drive connection to the future Austin Street Extension, to be completed by the City in 2026.

The proposed development provided an updated Traffic Impact Study. The study did not identify any mitigation measures.

Easements/Right-of-way/Permits

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.

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. (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.
 - o Shared access/ parking and commercial type uses do not create an excessive burden.
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. (Ord. No. 20-2447, 7-20-2020)
 - o The PBD district is intended to allow commercial, multifamily residential and limited light industrial uses serving a local or regional trade area. The use meets this intent.
3. The use shall have an appearance that will not have an adverse effect upon adjacent properties.
 - o The shared/parking access and commercial uses will meet setbacks adjacent to Lexington Avenue/Pheasant Ridge Drive and landscaping requirements. The proposed plat is preserving wetlands on site. The use will not have an adverse effect on 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.
 - o The use meets the purpose of the PBD district.
6. The use shall not be in conflict with the comprehensive plan of the city.
 - o The comprehensive plan designation is PI/PC, which is intended to provide flexibility in development and to allow for the possibility of a mixture of commercial and light industrial uses within the same area. The use is not in conflict with the Comprehensive Plan.
7. The use will not cause traffic hazard or congestion.
 - o The developer will need to provide the city with a traffic impact study to determine if any mitigation measures will be needed based on the proposed uses.
8. The use shall have adequate utilities, access roads, drainage, and necessary facilities.
 - o 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

Preliminary Plat

Land Use Existing/Proposed Map

Site Plan

Building Elevations (Concept)

Parking Analysis

Unapproved Planning Commission Meeting 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.

4. Posted (sign) on the property with contact information for the Planning Department.

Staff Recommendation

By motion, adopt the resolution.

Attachment List

1. Attachments
2. Unapproved PC Minutes



City of Blaine

Signature Copy

Resolution: RES 26-127

Resolution Granting a Conditional Use Permit in the Planned Business District (PBD) Zoning District to Allow the Following Uses: Credit Union/Bank, Retail, Restaurant, Medical Office, and Zero Lot Line, at 4131 Pheasant Ridge Drive NE. Blaine Ventures LLC/Newton RES LLC (Blaine Ventures First Addition) (Case File No. 26-0031/SLK)

WHEREAS, an application has been filed by BLAINE VENTURES LLC (Newton RES LLC) as Conditional Use Permit Case File No. 26-0031 for Blaine Ventures First Addition; and

WHEREAS, said case involves the property described as follows:

That part of the Southeast Quarter of the Northeast Quarter of Section 23, Township 31, Range 23, Anoka County, Minnesota, lying North of the South 780 feet thereof, and lying Easterly of a line drawn 30 feet Easterly from the following described line, as measured perpendicularly and radially thereto:

Commencing at the Northeast corner of said Southeast Quarter of the Northeast Quarter; thence along the North line thereof South 89 degrees 27 minutes 45 seconds West, assumed basis of bearings, a distance of 780.00 feet to the point of beginning of the line to be described; thence along non-tangential curve, concave Northwesterly and having a radius of 285.67 feet, a central angle of 53 degrees 10 minutes 40 seconds and a chord of 255.72 feet bearing South 26 degrees 03 minutes 05 seconds West, an arc distance of 265.14 feet to a point of reverse curvature; thence along a tangential curve, concave Easterly and having a radius of 285.67 feet and a central angle of 53 degrees 06 minutes 16 seconds, an arc distance of 264.77 feet to a point of tangency; thence South 0 degrees 27 minutes 51 seconds East, 100.00 feet to a point of termination in the North line of said South 780 feet of the Southeast Quarter of the Northeast Quarter, distant 1006.68 feet Westerly of the Northeast corner of said South 780 feet.

EXCEPT Parcel 6, Anoka County Right-of-Way Plat No. 61. Anoka County, Minnesota
Abstract Property

WHEREAS, the Blaine Planning Commission held a public hearing on June 9, 2026, and recommended approval regarding said Conditional Use Permit; and

WHEREAS, the Blaine City Council has reviewed said case on July 6, 2026; and

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

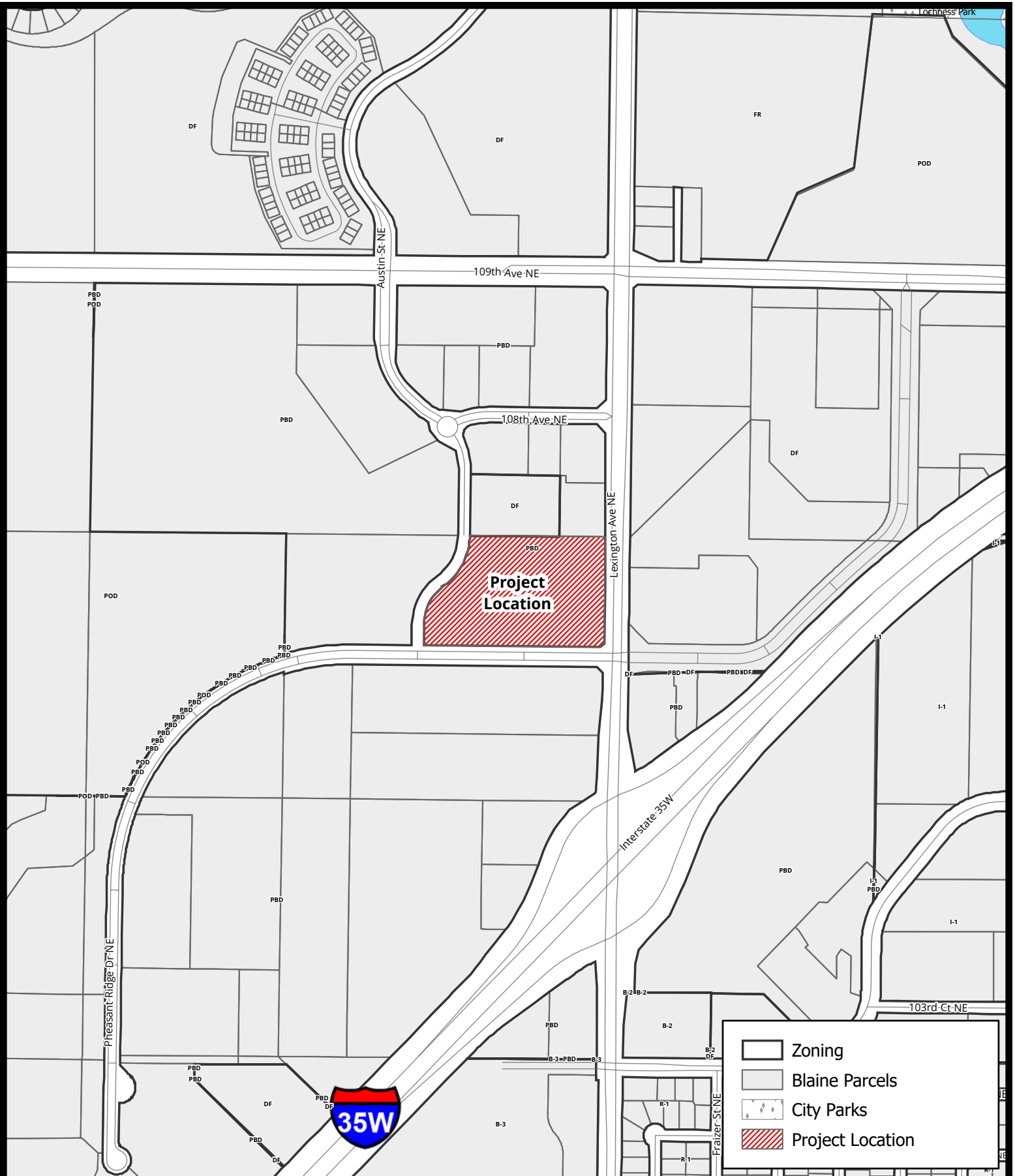
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine that a conditional use permit is hereby approved per Sections 101-4 and 117-60 (2) (a)(b)(d)(e)(u) of the zoning ordinance in the PBD zoning district to allow the following:

- a. Lot 1: Zero lot line for parking/shared access on west, east and north property lines. Zero lot line for building on north and east property line.
- b. Lot 2: Credit Union/Bank Use. Zero lot line for parking/shared access on west and north property lines.
- c. Lot 3: Retail and Restaurant Use. Zero lot line for parking/shared access on west, north and south property lines
- d. Lot 4: Medical Office, Retail, and Restaurant Uses. Zero lot line for parking/shared access on west and south property lines.

With the following conditions:

- 1. The uses for all lots will need to obtain a Conditional Use Permit (CUP) Amendment if the use is not permitted by this CUP, including outdoor dining.
- 2. Site plan approval will be required as a part of the building permit application. All site improvements to be included in the Site Improvement Performance Agreement (SIPA) and covered by an acceptable financial guarantee.
- 3. A copy of the shared access/parking agreement between lots must be submitted to the Planning Department prior to any work being allowed on site.
- 4. The proposed development provided an updated Traffic Impact Study. Review is ongoing to determine whether any additional roadway and/or intersection improvements will be required.
- 5. The developer will need to submit the project to the Rice Creek Watershed District (RCWD). 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 6th day of July, 2026.



Case File No. 26-0031

Blaine Ventures First Addition

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.

0 0.04 0.09 0.17 Miles

Scale: 1:7,597



BlaineMN.gov

C:\Users\kdomek\OneDrive\Stantec Consulting\1903000551 Swervo-Pheasant Ridge Project Title\5 SURVEY\CA01\1903000551 Preliminary Plat.dwg Plot Date & Time: 6 May 2026 10:45 AM

PRELIMINARY PLAT OF BLAINE VENTURES FIRST ADDITION

LEGAL DESCRIPTION OF PROPERTY TO BE PLATTED

That part of the Southeast Quarter of the Northeast Quarter of Section 23, Township 31, Range 23, Anoka County, Minnesota, lying North of the South 780 feet thereof, and lying Easterly of a line drawn 30 feet Easterly from the following described line, as measured perpendicularly and radially thereto:

Commencing at the Northeast corner of said Southeast Quarter of the Northeast Quarter; thence along the North line thereof South 89 degrees 27 minutes 45 seconds West, assumed basis of bearings, a distance of 780.00 feet to the point of beginning of the line to be described; thence along non-tangential curve, concave Northwesterly and having a radius of 285.67 feet, a central angle of 53 degrees 10 minutes 40 seconds and a chord of 255.72 feet bearing South 26 degrees 03 minutes 05 seconds West, an arc distance of 265.14 feet to a point of reverse curvature; thence along a tangential curve, concave Easterly and having a radius of 285.67 feet and a central angle of 53 degrees 06 minutes 16 seconds, an arc distance of 264.77 feet to a point of tangency; thence South 0 degrees 27 minutes 51 seconds East, 100.00 feet to a point of termination in the North line of said South 780 feet of the Southeast Quarter of the Northeast Quarter, distant 1006.68 feet Westerly of the Northeast corner of said South 780 feet.

EXCEPT Parcel 6, Anoka County Right-of-Way Plat No. 61. Anoka County, Minnesota
Abstract Property

PRESENT ADDRESS

THE SUBJECT PROPERTY ADDRESS:
4131 Pheasant Ridge Drive NE, Blaine, MN 55449
PROPERTY ID: 23-31-23-14-0006

TAXPAYER / PROPERTY OWNER

Swervo Development Corporation

LAND SURVEYOR

Stantec
2080 Wooddale Drive, Suite 100,
Woodbury, MN 55125
Kyle A. Domek
MN License Number 62734

DATE OF PRELIMINARY PLAT

MAY 6, 2026

PLATTED AREAS

GROSS LAND AREA TO BE PLATTED = 454,053.38 SQ. FT. (10.42 ACRES ±)

LOT 1 = 130,756.5± S.F. OR 3.00± ACRES
LOT 2 = 30,511.1± S.F. OR 0.70± ACRES
LOT 3 = 40,655.4± S.F. OR 0.93± ACRES
LOT 4 = 83,233.4± S.F. OR 1.91± ACRES
OUTLOT A = 76,229.6± S.F. OR 1.75± ACRES
OUTLOT B = 92,667.4± S.F. OR 2.13± ACRES

DEDICATED RIGHT-OF-WAY = 0.00± S.F. OR 0.00± ACRES

SURVEYORS CERTIFICATION

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.

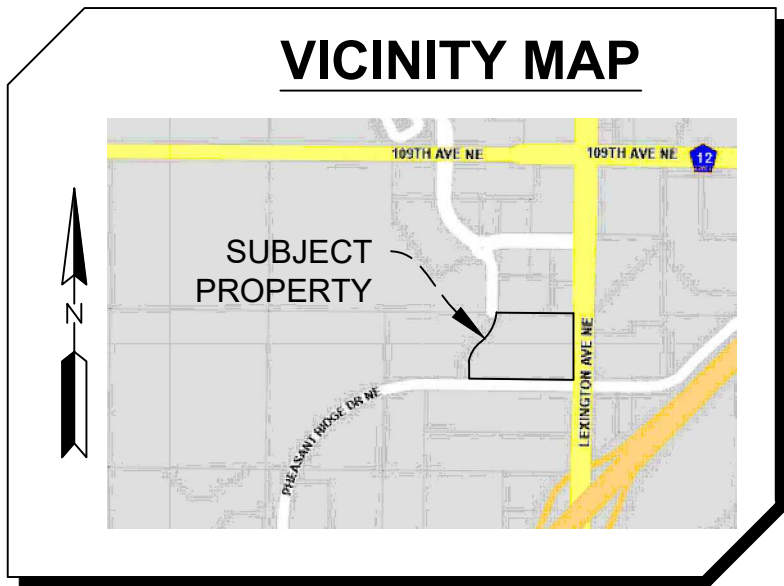
DRAFT COPY

5/6/2026

Kyle A. Domek

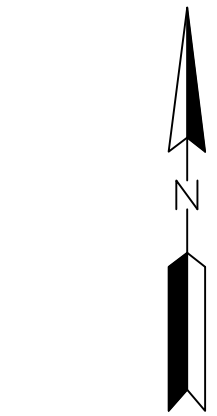
Date

MN LS 62734



LEGEND

- | | |
|--|----------------------------|
| ○ SET 1/2" x 14" IRON PIPE WITH PLASTIC CAP 62734 OR MAG NAIL W/WASHER | ☒ ELECTRIC METER |
| ● FOUND MONUMENT | ☒ ELECTRIC TRANSFORMER |
| ⊙ FOUND WASHINGTON COUNTY MONUMENT | —+— TRAFFIC SIGN |
| ⊙ SANITARY SEWER MANHOLE | • BOLLARD/POST |
| ⊙ STORM SEWER MANHOLE | ⊙ UTILITY POLE |
| ⊙ STORM SEWER INLET | —+— ANCHOR CABLE |
| ⊙ STORM SEWER INLET | ☀ LIGHT POLE |
| ☒ HYDRANT | ⊙ HANDICAP PARKING SPACE |
| ☒ AUTO SPRINKLER | ⊙ STOP LIGHT |
| ☒ GAS METER | ☒ HAND HOLE |
| ☒ COMMUNICATIONS PEDESTAL | ☒ IRRIGATION CONTROL VALVE |
| ☒ ELECTRIC MANHOLE | ⊙ DECIDUOUS TREE |
| ☒ DECORATIVE LIGHT | ☒ WATER VALVE |
| | ☒ ELECTRICAL PEDESTAL |
- | |
|--------------------------------------|
| —X— FENCE LINE |
| —>>> STORM SEWER |
| —+— SANITARY SEWER |
| —+— WATERMAIN |
| —G— UNDERGROUND GAS LINE |
| —COM— UNDERGROUND COMMUNICATION LINE |
| —OU— OVERHEAD UTILITY LINE |
| —+— TREE LINE |
| ▨ BUILDING |



GENERAL NOTES

- Bearings shown hereon are based on the south line of LEXINGTON MEADOWS 5TH ADDITION, according to the recorded plat thereof, Anoka County, Minnesota. Said south line is assumed to bear South 89°27'38" East.
- Elevations and contours shown hereon were established with GPS and are relative to the NAVD88 vertical datum.

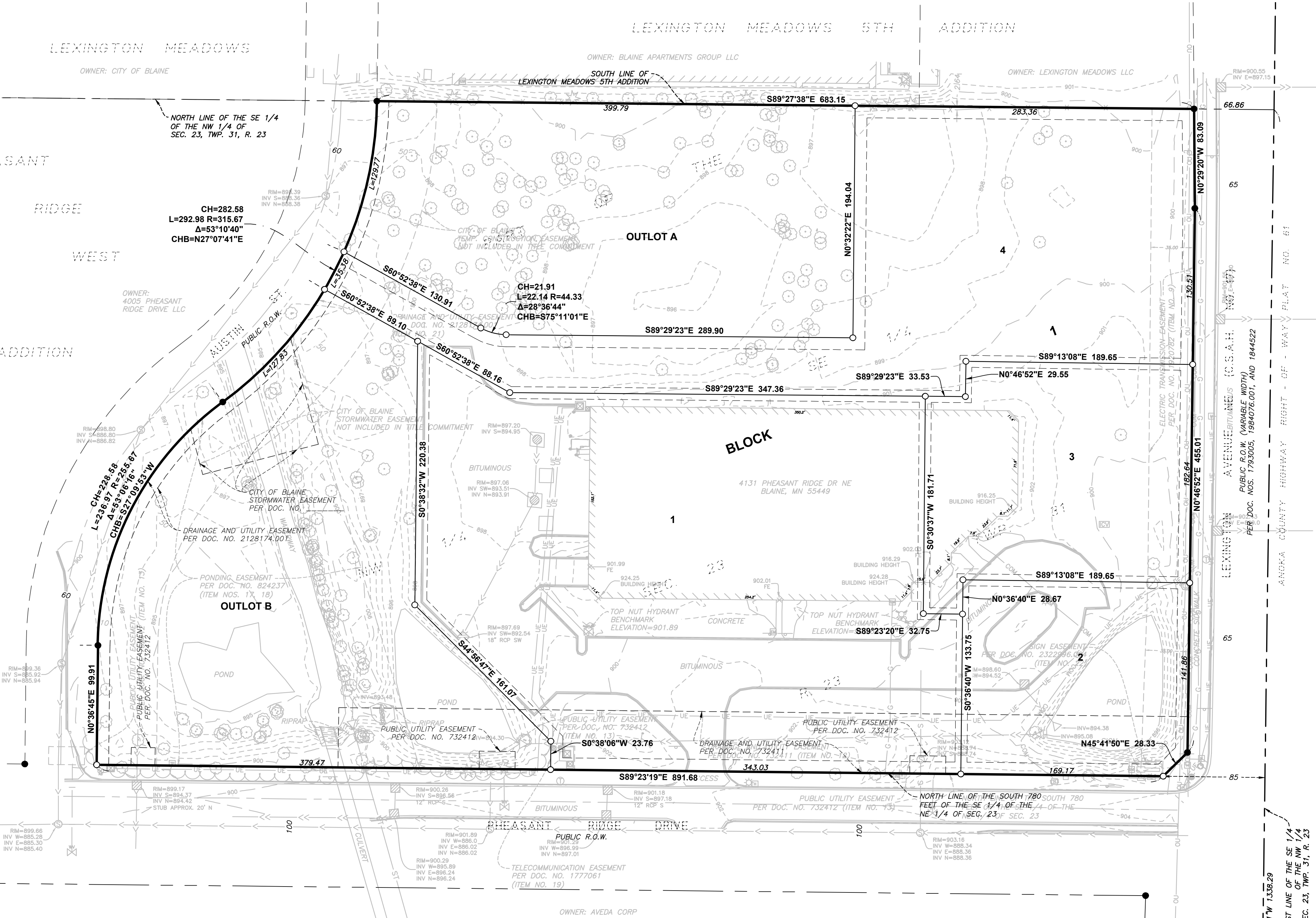


CLIENT NAME
SWERVO DEVELOPMENT CORPORATION

PROJECT TITLE
PRELIMINARY PLAT

DWN BY KAD	CHK'D JRN	APP'D KAD	DWG DATE SCALE	SEE CERT. SCALE BAR
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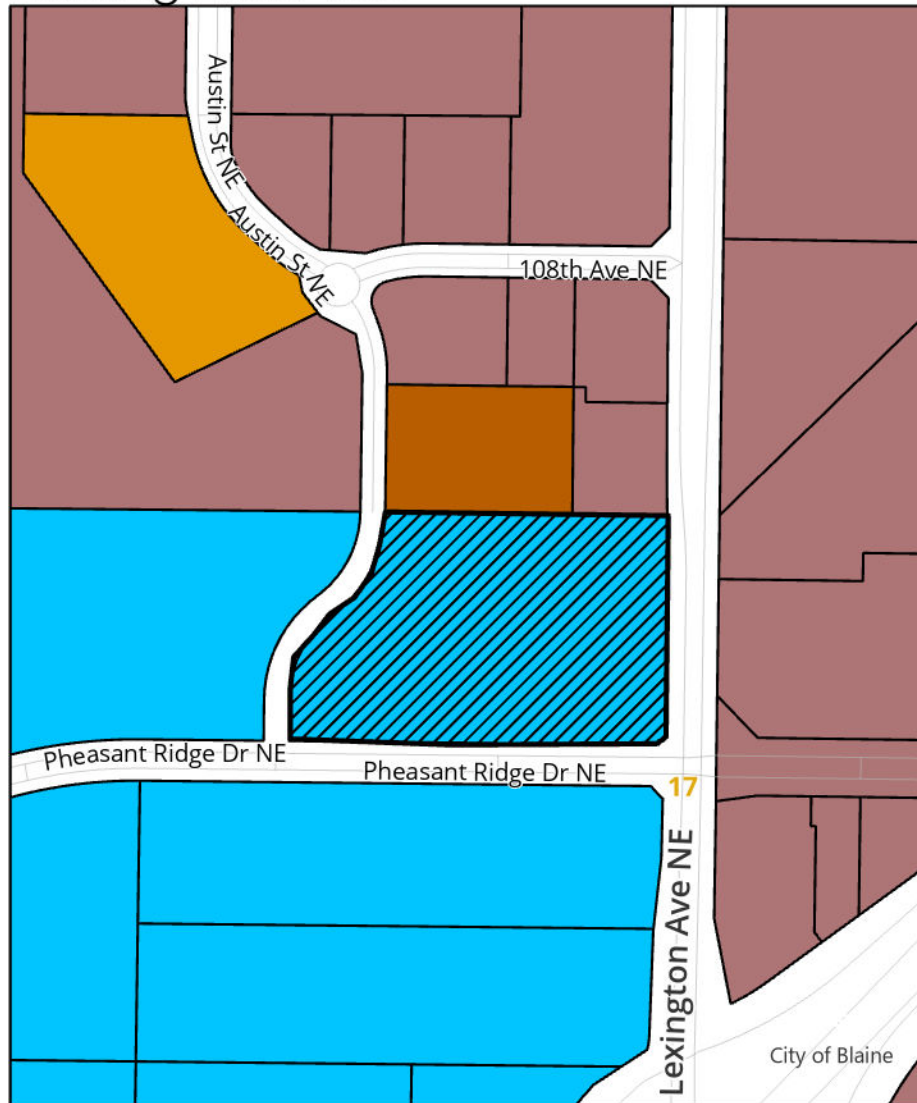
PROJECT NO. 190300053	SHEET NO. 1 OF 1
--------------------------	---------------------



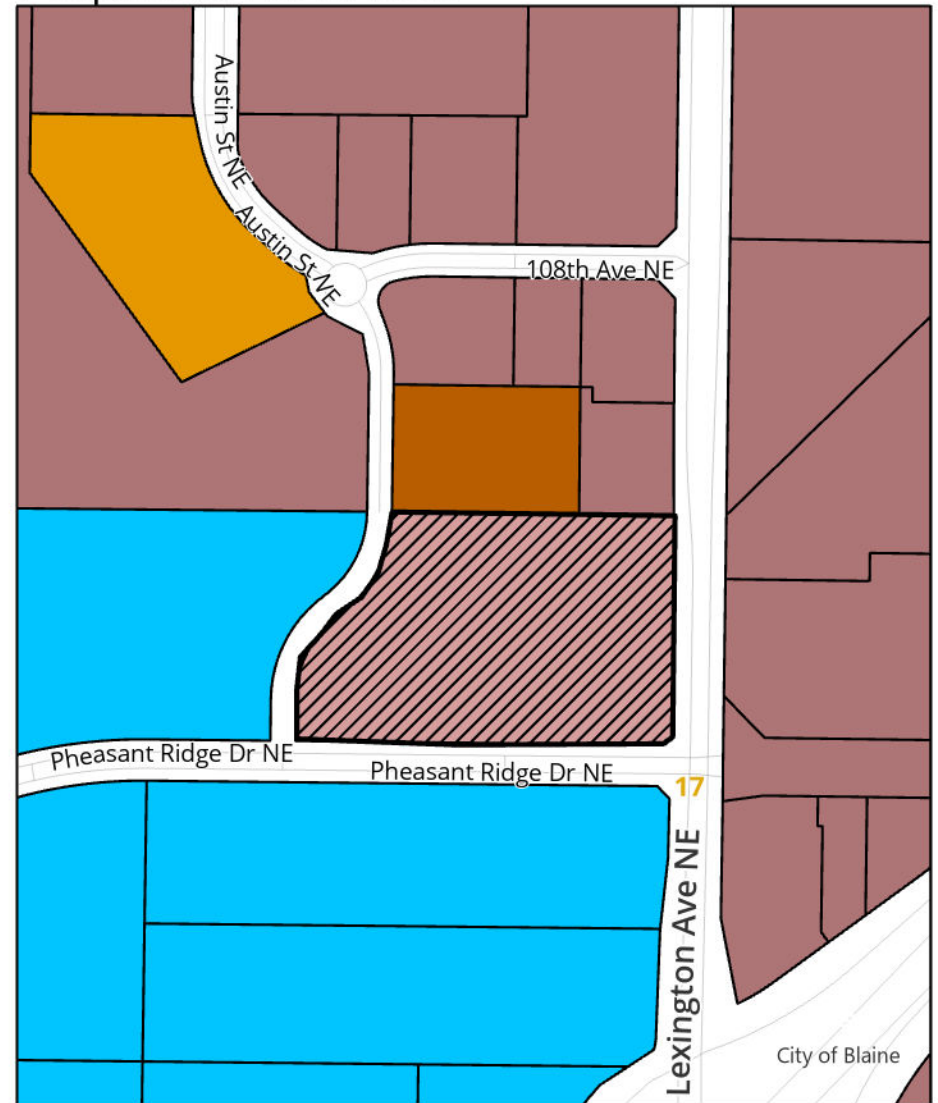
50°46'41"W 1338.29
EAST LINE OF THE SE 1/4 OF THE NW 1/4 OF SEC. 23, TWP. 31, R. 23

26-0031 Blaine Ventures

Existing Land Use

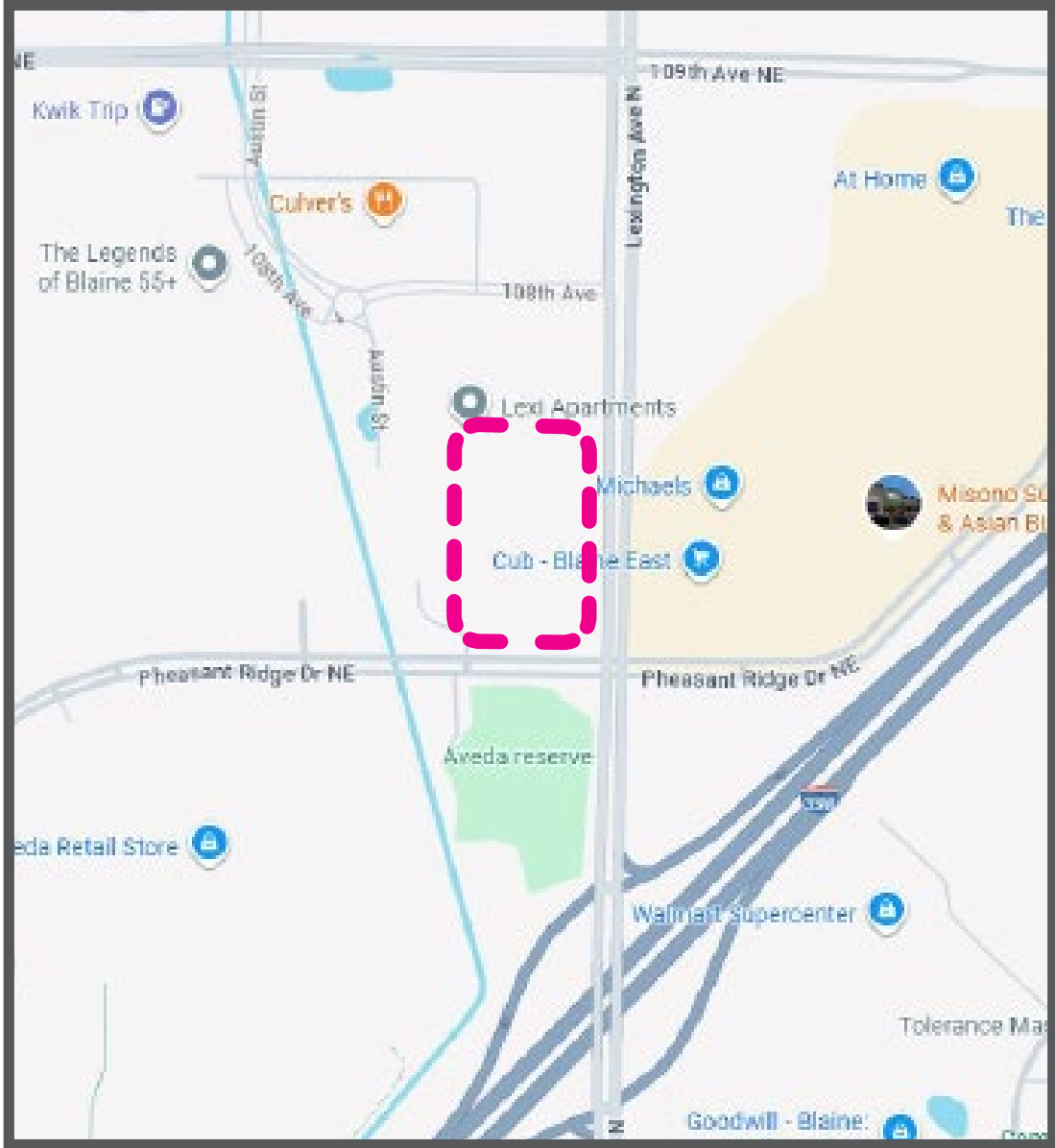


Proposed Land Use



- HDR - High Density Residential
- HDR-2 - High Density Residential
- PI - Planned Industrial
- PI/PC - Planned Industrial/Planned Commercial

SITE PLAN		
A	Existing Light Industrial	42,600 sf
B	Credit Union with drive thru canopy	5,000 sf
C₁	Wireless	3,200 sf
C₂	Coffee	1,800 sf
D₁	Dentistry/Vet	3,600 sf
D₂	TBD Retail	1,200 sf
D₃	QS Restaurant	2,500 sf



PHEASANT RIDGE DR NE

LEXINGTON AVE N















BUILDING	PROPOSED USE	GROSS SQUARE FOOTAGE	PARKING RATIO (STALL / SF)	STALLS REQUIRED	ADA STALLS REQUIRED	STALLS PROPOSED	ADA STALLS PROPOSED
A	EXISTING MANUFACTURING	22,810	1/500	46	3	67	4
	EXISTING WAREHOUSING	18,000	1/2000	9			
	*EXISTING RETAIL	2,390	1/200	12			
B	CREDIT UNION	5,000	1/400	13	1	13	1
C	*RETAIL	3,200	1/200	16	2	39	2
	COFFEE W/ DRIVE THRU	1,800	-	-			
	ASSUMING 80% CUSTOMER SPACE	1440	1/100	15			
	ASSUMING 20% KITCHEN SPACE	360	1/200	2			
D	FOOD W/ DRIVE THRU	2,500	-	-	3	90	3
	ASSUMING 80% CUSTOMER SPACE	2000	1/100	20			
	ASSUMING 20% KITCHEN SPACE	500	1/200	3			
	DENTIST VET	3,600	1/150	24			
	*RETAIL	1,200	1/100	12			
TOTAL		-	-	172	9	209	10

NOTES: *THE NUMBER OF PARKING SPACES SHALL NOT EXCEED THE MINIMUM REQUIREMENT BY MORE THAN 10 PERCENT.



City of Blaine

Planning Commission

June 9, 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, June 9, 2026. Chair Goracke called the meeting to order at 7:00PM.

2. Roll Call

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

Members Absent: Commission Members Howard and Olson.

Staff Present: Shawn Kaye, Planner

Elizabeth Showalter, Community Development Specialist

Alex Koberoski, Assistant Planner

Teresa Barnes, Project Engineer

4. Public Hearing

4.8. 2026-284 Case File No. 26-0031 // Newton RES LLC // 4131 Pheasant Ridge Drive NE
The applicant is requesting the following:

1. Comprehensive plan amendment from Planned Industrial (PI) to Planned Industrial/Planned Commercial (PI/PC)
2. Preliminary plat approval to subdivide approximately 10.43 acres into 4 lots and 2 outlots to be known as Blaine Ventures First Addition.
3. Conditional use permit in the PBD zoning district to allow the following:
 - a. Lot 1: Zero lot line for parking/shared access on west, east and north property lines. Zero lot line for building on north and east property line.
 - b. Lot 2: Credit Union/Bank Use. Zero lot line for parking/shared access on west and north property lines.

- c. Lot 3: Retail and Restaurant Use. Zero lot line for parking/shared access on west, north and south property lines
- d. Lot 4: Medical Office, Retail, and Restaurant Uses. Zero lot line for parking/shared access on west and south property lines.

Sponsors: Shawn Kaye, Planner

The report to the planning commission was presented by Shawn Kaye, Planner. The public hearing for Case File 26-0031 was opened at 7:41PM.

Michael Margulies, Blaine Ventures representative, introduced himself to the commission and noted he was available for questions or comments.

The public hearing was closed at 7:41PM.

Chair Goracke commended the applicant for the impressive elevations.

Motion by Commissioner Swanson to recommend approval of Planning Case 26-0031A a comprehensive plan amendment from Planned Industrial (PI) to Planned Industrial/Planned Commercial (PI/PC) with the following rationale:

Case 26-0031A:

1. The proposed PI/PC land use is consistent with adjacent light industrial and commercial uses.
2. The proposed land use allows for construction of commercial type uses that are allowed as conditional uses in the existing zoning of PBD.

Motion by Commissioner Swanson to recommend approval of Planning Case 26-0031B preliminary plat approval to subdivide approximately 10.43 acres into 4 lots and 2 outlots to be known as Blaine Ventures First Addition with the following conditions:

Case 26-0031B:

1. All development signage by separate review.
2. Any development on the site must meet the City's tree preservation requirements.
3. Park dedication will be required for Lots 2,3, and 4 at the time of building permits.
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.

Motion by Commissioner Swanson to recommend approval of Planning Case 26-0031C a conditional use permit in the PBD zoning district to allow the following:

- a. Lot 1: Zero lot line for parking/shared access on west, east and north property lines. Zero lot line for building on north and east property line.
- b. Lot 2: Credit Union/Bank Use. Zero lot line for parking/shared access on west and north property lines.
- c. Lot 3: Retail and Restaurant Use. Zero lot line for parking/shared access on west, north and south property lines
- d. Lot 4: Medical Office, Retail, and Restaurant Uses. Zero lot line for parking/shared access on west and south property lines.

With the following conditions:

Case 26-0031C:

1. The uses for all lots will need to obtain a CUP amendment if the use is not permitted by this CUP, including outdoor dining.
2. Site plan approval will be required as a part of the building permit application. All site improvements to be included in the Site Improvement Performance Agreement and covered by an acceptable financial guarantee.
3. A copy of the shared access/parking agreement between lots must be submitted to the Planning Department prior to any work being allowed on site.
4. The proposed development will be required to provide an updated Traffic Impact Study to determine any additional roadway and/or intersection improvements will be required.
5. The developer will need to submit the project to RCWD. Review, approval and permits are required prior to city plan approval and start of site work.

Motion seconded by Commissioner Halpern. The motion passed 5-0.

Chair Goracke noted this would be on the agenda of the July 6, 2026 city council meeting.



City of Blaine Staff Report

File Number: RES 26-134

Agenda Date	Status
July 6, 2026	
In Control	File Type
City Council	Resolution

Administration - Brian Podany, Safety Services Manager/Police Chief

Agenda Item # 10.1

Resolution to Approve a Joint Powers Command Vehicle Replacement (CV-1) Grant and Associated Budget Amendments

Executive Summary

Council is Requested to Authorize the Acceptance of the Joint Powers Command Vehicle Replacement Grant.

Background

The City of Blaine Police Department applied for and was awarded the Joint Powers Command Vehicle Replacement Grant through the COPS Office FY2026 Technology and Equipment Program in the amount of \$1,470,000.00. These funds have a two-year timeframe for appropriating the funds by fiscal 2027. This grant will fund the replacement of the 20-year-old Joint Powers Command Vehicle currently operated by the Blaine Police Department and the Spring Lake Park-Blaine-Mounds View (SBM) Fire Department.

The Joint Powers Command Vehicle will serve over 100,000 people across communities in Anoka and Ramsey counties during natural disasters, major accidents, and other public safety incidents. It is also a regional resource that provides security for over half-a-million people annually at national events hosted in Blaine, including the Target USA Cup and the PGA 3M Open.

The current command vehicle has limitations that hinder the provisioning of new technologies and services critical to providing effective inter-agency coordination and emergency response during incidents or events in the North Metro area. The age of the chassis and drivetrain, and the reliability of the existing CV's components and systems is reduced, potentially leading to failures during critical missions. Mechanical challenges, including those related to the chassis and drivetrain, leveling legs, awnings, generators, masts, and other systems can compromise the effectiveness of the response team.

The new Joint Powers Command Replacement Vehicle will be built by LDV (Lynch Diversified Vehicles) which is a major custom specialty vehicle manufacturer headquartered in Wisconsin. They are well-known for engineering state-of-the-art Mobile Command Centers used by law enforcement, fire departments, and emergency management agencies. Once funds are received, the LDB has a 14-month build timeframe. The new command vehicle will be outfitted with several levels of interoperable communications systems and advanced technologies to enhance coordination across public safety agencies in Anoka and Ramsey counties, as well as other regional jurisdictions. In addition, the command vehicle will provide a versatile, mobile, and redundant backup to the area's "brick and mortar" emergency operations centers.

When not in use for actual incidents, the command vehicle will be utilized for training purposes, allowing City and SBM employees and emergency responders to simulate scenarios and improve their readiness for real-world situations. The command vehicle will also be available for training opportunities at the Minnesota Department of Public Safety's new State Emergency Operations Center in Blaine. The command vehicle will also be deployed to community events to facilitate outreach, provide public education on safety and preparedness, and gather feedback on municipal services and needs.

Strategic Plan Relationship

The new Joint Powers Command Replacement Vehicle ensures that the City of Blaine has the needed equipment and resources to enable first responders to establish an immediate onsite presence, facilitating quick response times and effective incident management in times of critical emergencies.

Board/Commission Review

None

Financial Impact

The grant of \$1,470,000, has a two-year timeframe for appropriating the funds by fiscal 2027. Staff recommended budget amendments are included in the accompanying resolution.

Public Outreach/Input

None

Staff Recommendation

Approve the Joint Powers Command Vehicle Replacement (CV-1) Grant

Attachment List

1. COPS Grant Invitation
2. COPS Grant Funding Notice
3. Joint Powers Command Vehicle Quote



City of Blaine

Signature Copy

Resolution: RES 26-134

Resolution to Approve a Joint Powers Command Vehicle Replacement (CV-1) Grant and Associated Budget Amendments

WHEREAS, the City of Blaine has prepared a grant proposal for the purpose of purchasing a new Joint Powers Command Vehicle; and

WHEREAS, the City of Blaine's Joint Powers Command Vehicle Replacement (CV-1) application was accepted and approved; and

WHEREAS, the COPS Office FY2026 Technology and Equipment Program selected Blaine to receive grant funding up to \$1,470,000.00; and

WHEREAS, the COPS Office FY2026 Technology and Equipment Program requires that the City of Blaine enter into an agreement that identifies the terms and conditions of the funding award; and

WHEREAS, Minn. Stat. § 465.03 requires a City to accept grants by resolution expressing the terms prescribed by the donor in full; and

WHEREAS, a resolution from the City Council authorizing the City of Blaine to accept grants is required.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine, Anoka and Ramsey County, Minnesota as follows:

1. Acceptance of the Joint Powers Command Vehicle Replacement (CV-1) funding for the City of Blaine is hereby authorized in accordance with the terms set forth herein.
2. The City of Blaine is hereby authorized to execute an agreement with the COPS Office FY2026 Technology and Equipment Program.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Blaine, approves the following revenue increase(s) to the 2026 budget:

Fund/Account	Amount
Police Grants – Police Patrol 214.40.460.462-3310 - Federal Grants	\$1,470,000

BE IT FURTHER RESOLVED that the City Council of the City of Blaine, approves the following expenditure increase(s) to the 2026 budget:

Fund/Account	Amount
Police Grants – Police Patrol 214.40.460.462-4580 - Other Equipment	\$1,470,000

PASSED by the City Council of the City of Blaine this 6th day of July 2026.



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

June 2, 2026

Dear **Mark Boerboom**:

The U.S. Department of Justice, Office of Community Oriented Policing Services (COPS Office) is pleased to invite your agency, **City of Blaine**, to apply for funding under the FY 2026 COPS Technology and Equipment Program (TEP) Invitational Notice of Funding Opportunity (NOFO) in the amount of **\$1,470,000.00** for the following technology and equipment project: **“Joint Powers Command Vehicle Replacement.”**

FY 2026 TEP provides funding to state, territorial, local, Tribal, and other entities designated for Community Project Funding / Congressionally Directed Spending in the [Commerce, Justice, Science, and Related Agencies Joint Explanatory Statement \(JES\)](#) for the Commerce, Justice, Science; Energy and Water Development; and Interior and Environment Appropriations Act, 2026 (Public Law 119-74). Although FY 2026 TEP is a noncompetitive program, to receive the grant award, all eligible funding recipients are required to complete an online application that provides specific and detailed budget and narrative information outlining the agency’s project.

The COPS Office will issue awards with a 24-month period of performance, with a period of performance start date of January 23, 2026, the enactment date of Public Law 119-74. Costs incurred on or after January 23, 2026, but prior to issuance of an award and approval of the project budget by the COPS Office may be reimbursed, but are incurred at the applicant’s own risk, as authorized costs will be limited to those approved by the COPS Office.

Please review the [FY 2026 TEP Notice of Funding Opportunity \(NOFO\)](#) and related documents, including the [FY 2026 TEP Application Resource Guide](#), which are available on the COPS Office website at <https://cops.usdoj.gov/tep>. These documents contain important instructions and information about the application process and award requirements.

Completing an application under this program is a two-step process:

Before You Begin: SAM. Register with the SAM (System of Award Management) database or confirm or renew your existing SAM registration.

Confirm your entity's electronic business point of contact (E-Biz POC) in SAM is accurate.

Step 1: Grants.gov. Register with Grants.gov or confirm your existing registration. Submit the first part of your application in Grants.gov. The direct link to this NOFO in grants.gov is <https://grants.gov/search-results-detail/362643> . The deadline to complete this step is Thursday, July 16, 2026, at 4:59 p.m. ET. Note: If the APPLY button is not active when you are logged in to Grants.gov, contact your agency's Grants.gov Authorized Organized Representative (AOR) for assistance, or review the steps for registering your organization in Grants.gov.

Step 2: JustGrants. Onboard your agency to the JustGrants Justice Grants System. Complete and submit the second part of your application in JustGrants (<https://www.justicegrants.usdoj.gov>). Complete application packages for the FY 2026 TEP funding opportunity are due by Thursday, July 23, 2026, at 4:59 p.m. ET.

Detailed instructions and explanations of the application process can be found in the [FY 2026 TEP Application Resource Guide](#), with additional resources available at [Training: Application Submission | JustGrants Resources](#).

The COPS Office looks forward to working with your agency. If you would like more information or require technical assistance during the application process, please contact the COPS Office Response Center at AskCOPSRC@usdoj.gov or 800-421-6770.

Sincerely,

Brenda Worthington

Assistant Director

Grants Administration Division



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

Dear Mark Boerboom:

The U.S. Department of Justice, Office of Community Oriented Policing Services (COPS Office) is pleased to inform you that your agency, City of Blaine, was identified as a recipient of funding for Community Project Funding / Congressionally Directed Spending in the [Commerce, Justice, Science, and Related Agencies Joint Explanatory Statement \(JES\)](#) for the Commerce, Justice, Science; Energy and Water Development; and Interior and Environment Appropriations Act, 2026 (Public Law 119-74). Specifically, funding was designated for your agency in the amount of \$1,470,000.00 for the following project: "Joint Powers Command Vehicle Replacement."

The grant funding designated to your agency will be administered by the COPS Office through the FY26 COPS Technology and Equipment Program (TEP) Notice of Funding Opportunity (NOFO). The noncompetitive, online application is expected to be available next month, and the COPS Office will inform your agency, via email, once the online application is available. To ensure that you receive the notification email, please

- confirm receipt of this message within one week by sending an email to the COPS Office at AskCOPSRC@usdoj.gov; and
- in your email to AskCOPSRC@usdoj.gov, confirm or provide the best point of contact for your agency, including email and telephone number.

While we understand that you may have previously submitted several documents to your congressional representatives to request your project funding, a complete application that provides specific and detailed information regarding your agency's project is required to receive the grant award. Please note that completing an application for the FY26 Technology and Equipment Program is a two-step process; applications must first be submitted electronically through [Grants.gov](#) and then completed in [DOJ's Justice Grants System \(JustGrants\)](#).

The COPS Office encourages you to prepare to apply by taking the following key steps:

- Confirm whether your agency has an active registration in the System for Award Management (SAM.gov), and if not, begin the SAM.gov registration process. An active SAM registration is required to complete the application in Grants.gov. Go

to [Help | SAM.gov](#) for SAM registration assistance. Note: the applicant agency must be the same agency listed for this project in the JES.

- Gather information necessary to prepare a detailed project narrative, as well as detailed information on the item(s) to be requested in your proposal that align with the project title in the JES, such as a description of each item and the anticipated cost of each item.
- Review the application submission guidance available at these links:
 - o [JustGrants Training: Application Submission](#)
 - o [DOJ Application Submission Checklist](#)

The COPS Office looks forward to working with your agency. If you would like more information or require technical assistance during the application process, please contact the COPS Office Response Center at AskCOPSRC@usdoj.gov.

Sincerely,

Brenda Worthington

Assistant Director

Grant Administration Division



180 Industrial Drive
Burlington, WI 53105 USA
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**PRELIMINARY
SPECIFICATIONS FOR:**

**CITY OF BLAINE (MN)
MOBILE COMMAND CENTER**

LDV PROPOSAL # C45MCC-36383-26

DECEMBER 8, 2025

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PRICING PAGE:

Total price per unit as specified, FOB Origin \$1,436,326.00

Delivery charge: Not included \$0.00

Total price per unit	\$1,436,326.00
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Delivery terms: 12 months after production approval sign off.

Payment Terms: 50% down payment, 50% net 30.

Quote is firm for 30 days from specification date.

Quoted price does not include any applicable FET, federal, state or local tax unless specified.

Please note that any applicable tariffs, duties, or import fees imposed after the issuance of this quotation will be the responsibility of the buyer. If such charges are incurred, they will be added to the final invoice.



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Item	Qty	
1.00		<u>CHASSIS/BODY DIMENSIONS:</u> 33' dry van wide body • Cab-to-Axle 260" • Wheelbase of chassis: 330" • Overall length of apparatus: 528" • Overall apparatus width, rub rail to rub rail: 102" • Overall height of apparatus (loaded): 149" • Interior walkway height raw body: 83" • Interior walkway height finished: 81.5" • Interior walkway length: 396" • Interior raw body width: 99" • Interior finished body width: 93" Final measurements are dependent on body builder, chassis components, axles, tires, frame, suspension, and roof-mounted equipment.
2.00		<u>CHASSIS:</u>
2.01	1	Freightliner M2 106 Plus conventional cab, tandem rear axle truck chassis. 56,000-lb. GVWR with rear air ride suspension and air brakes. <u>ENGINE:</u> • Cummins L9 360EV HP @ 2200 RPM, 2200 GOV RPM, 1150 LB/FT @ 1200 RPM <u>ENGINE EQUIPMENT:</u> • 2022 CARB emission certification – clean idle • 12V 275 amp pad mount alternator • (2) group 31, 12 volt maintenance free 2000 CCA threaded stud batteries • 18.7 CFM air compressor with internal safety valve • GVG, fire and emergency service vehicles engine warning • Cummins engine integral brake with variable geometry turbo on/off • Engine aftertreatment device, automatic over the road active regeneration and virtual regeneration request switch in cluster and dash mounted inhibit switch • RH standard horizontal tailpipe • 6 gallon diesel exhaust fluid tank • Antifreeze to -34F, OAT (nitrite and silicate free) extended life coolant • Gates Blue Stripe coolant hoses or equivalent • 1000 watt/115 volt block heater <u>TRANSMISSION:</u> • Allison 3000 EVS automatic transmission with PTO provision <u>TRANSMISSION EQUIPMENT:</u> • Magnetic plugs, engine drain, transmission drain, axle(s) fill and drain • Push button electronic shift control, dash mounted • Water to oil transmission cooler, in radiator end tank • Transmission oil check and fill with electronic oil level check • Synthetic transmission fluid (TES-295 compliant) <u>FRONT AXLE AND EQUIPMENT:</u> • 16,000# drop single front axle



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		• Meritor 16.5x6 Q+ cast spider cam front brakes, double anchor, fabricated shoes • Fire and emergency severe service, non-asbestos front lining • Front oil seals • Automatic front slack adjusters • TRW TAS-85 power steering • Synthetic 75W-90 front axle lube <u>FRONT SUSPENSION:</u> • 16,000# taperleaf front suspension • Front shock absorbers <u>REAR AXLE EQUIPMENT:</u> • 40,000# tandem rear axle • 4.88 rear axle ratio • (1) Interaxle lock valve for tandem drive axles • Meritor 16.5x7 Q+ cast spider cam rear brakes, double anchor, fabricated shoes • Fire and emergency severe service non-asbestos rear brake lining • Rear oil seals • Meritor automatic rear slack adjusters • Synthetic 75W-90 rear axle lube <u>REAR SUSPENSION:</u> • Airliner 40,000# extra duty rear suspension • Airliner high position ride height • Rear air suspension dump valve autofill >5 MPH with indicator light • Dual air rear suspension leveling valves • Rear shock absorbers - two axles <u>BRAKE SYSTEM:</u> • Air brake package • Wabco 4S/4M ABS • Brake line air dryer with heater • Pull cable on wet tank, petcock drain valves on all other air tanks <u>FRAME:</u> • 7/16" x 3-9/16" x 11-1/8" steel frame, 120 KSI • 1/4" C-channel inner frame reinforcement <u>CHASSIS EQUIPMENT:</u> • Three-piece 14 inch chromed steel bumper with collapsible ends • Front tow hooks - frame mounted <u>FUEL TANKS:</u> • 50 gallon/189 liter rectangular aluminum fuel tank – RH • 50 gallon/189 liter short rectangular aluminum fuel tank – LH • Polishing of fuel tanks with painted bands • Polished stainless steel step finish • High temperature reinforced nylon fuel line <u>TIRES:</u> • Michelin X Line Energy Z 315/80R22.5 20 ply radial front tires • Michelin X Multi D 275/80R22.5 14 ply radial rear tires



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		<u>WHEELS:</u> • Alcoa Ultra One 89U64X 22.5X9.00 10-hub pilot 5.99 inset aluminum front wheels • Alcoa ULA18X 22.5X8.25 10-hub pilot aluminum disc rear wheels • Polished disc side front wheels with Dura-Bright finish • Polished outer (dished side) rear wheels with outer only Dura-Bright finish <u>CAB EXTERIOR:</u> • 106" BBC flat roof aluminum conventional cab • Leaf spring rear cab suspension • Nonremovable bugscreen mounted behind grille • LH and RH exterior grab handles with single rubber insert • Hood mounted chromed plastic grille • Dual electric horns • Door locks and ignition switch keyed the same • Dual West Coast bright finish heated mirrors with LH and RH remote • LH and RH 8" bright finish convex mirrors mounted under primary mirrors • RH down view mirror • RH and LH electric powered windows <u>CAB INTERIOR:</u> • Heater, defroster and air conditioner • Heavy duty air conditioner compressor • LH and RH electric door locks • Basic high back air suspension driver seat with mechanical lumbar and integrated cushion extension • Basic high back air suspension passenger seat with mechanical lumbar and integrated cushion extension • Dual driver and passenger seat armrests • LH and RH integral door panel armrests • High visibility orange seat belts • Adjustable tilt and telescoping steering column <u>INSTRUMENTS & CONTROLS:</u> • Low air pressure indicator light and audible alarm • Dual needle primary and secondary air pressure gauge • 97 dB backup alarm • Premium instrument cluster with 5.0 inch TFT color display • 2 inch electric fuel gauge • Engine remote interface with one or more set speeds • Electrical engine coolant temperature gauge • Digital transmission oil temperature in driver display • Engine and trip hour meters integral within driver display • Electric engine oil pressure gauge • AM/FM/WB world tuner radio with SiriusXM, Bluetooth, iPod interface, USB and auxiliary inputs, J1939 • Electronic MPH speedometer with secondary KPH scale, without odometer • Electronic 3000 RPM tachometer



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Item	Qty	
		• One valve parking brake system with warning indicator Note: Chassis specifications are from Freightliner and are subject to change without notice.
2.02		<u>CHASSIS WARRANTY:</u> • Two (2)-year/unlimited miles Freightliner M2 chassis warranty. • Two (2)-year/100,000 mile Cummins engine warranty. • Five (5)-year/unlimited miles Allison transmission warranty.
2.03	1	Chassis starter interlock system. • Chassis starter is disabled when any of the connected systems is not ready for vehicle travel. • Audio warning will sound if ignition is turned on • Multiplex screen will show a which device is not stowed and engaging the interlock. • Override button allows for moving the vehicle in an emergency situation.
2.04	1	Block heater shall be controlled through the Intel-I-Touch™ multiplex control screen.
2.05	1	US DOT triangle reflector kit with three (3) triangles, for compliance with FMCSA regulations. Includes plastic storage case. Kit will be shipped loose in the vehicle.
2.06	1	Install chrome lugnuts covers and hub caps on all wheels. Includes valve extensions on rear wheels as needed.
2.07	1	Route horizontal exhaust to streetside.
3.00		<u>BODY:</u>
3.01	1	• Load space area shall be 83" high x 99" wide x 33' long custom all aluminum dry van body with the following: • Aluminum alloy double H wall beam, 6005-T5 alloy, 3" deep x 1.5" wide, 0.125 wall thickness. Studs feature machined wire pass-throughs, and raised adhesive control features on base. • I-beams chemically bonded to sidewalls eliminating the need for additional rivets. Buck-rivets will be used to fasten the top, bottom and rub rail. Use of two-sided tape is not acceptable. • Body shall have 0.125" strain-hardened aluminum alloy 5052-H36 side panels. The upper panels shall be free of rivets allowing for smooth graphics application. • Skirt supports, 1.5 x 1.5 x 0.125 angle to reinforce skirt edge and hold bottom edge in a straight line. 0.188 x 1.00" flat braces placed at 4' intervals and riveted to lower wall angle and floor to maintain sidewall skirt rigidity. • Fender flares, 1.38" x 2.25" x 0.090" roll formed and radiused 5052-H32 aluminum sheet, mechanically fastened to wheel opening. Edges sealed against moisture. • NFPA 1901 embossed 0.125" aluminum tread plate roof attached to 3" x 1 1/2" x 0.125 extruded aluminum roof bows on 16" centers. Bows are 2" skip welded every 12" Tread plate seams shall be continuous welded. Perimeter of roof shall be chemically sealed. • Extruded aluminum floor with interlocking planks, 1.88" high x various widths, 0.125" top surface. 6005-T5 alloy and temper. Heavy-duty thick-wall extruded planks fore and aft of all floor cutouts and every 5th plank in all other areas. Planks made of 6005-t5 alloy and temper, 0.250" thick top surface. • Full width 12" deep heavy-duty aluminum rear bumper with center step, painted to match the body. • Full length skirting below floor. • All clearance and side marker lights to be LED. • Standard structural warranty of 5 years or 50,000 miles and standard component warranty of



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Item	Qty	
		12 months or 12,000 miles. The vehicle shall be fully sanded on all exterior surfaces with no more than 150 grit to assure removal of imperfections in metal surface. All aluminum shall be chemically etched and primed prior to painting. Base body color shall be oven baked and painted to commercial truck standards. Note: Specifications are from body manufacturer and are subject to change without notice.
3.02	1	32" wide aluminum sedan door installed above floor. Includes 21.5" wide x 25.5" high fixed window. Door shall have continuous stainless-steel piano hinge, two (2) nylon door straps and an aluminum drip rail. NOTE: Interior window covering will be a black out curtain
3.03	1	Custom fabricated door holder, manually operated to hold door in fixed open position,
3.04	1	Rear underbody skid bar. Protects rear bumper and skirts from possible damage caused by steep grades. Includes: 3 1/2" steel tube across the width of the vehicle mounted to the frame with steel channel and supported diagonally from the ends to the frame mounts - Steel tube is capped on the ends and mounted just below the skirting NOTE: Powder coated black
3.05	1	Interior heavy-duty knurled aluminum grab handle with chrome plated stanchions, installed at entry door. NOTE: Mounted on inner panel of side entry door.
3.06	1	Wire one of the overhead lights to function as a courtesy light when the entry door is opened.
3.07	1	Courtesy light defeat in Intel-I-Touch™ multiplex control screen. Each entry door courtesy light will be automatically deactivated where the corresponding room has the overhead lighting set to night mode.
3.08	1	Pull out aluminum stairs encased in a narrow profile cassette installed below floor line, eliminating the need for an interior stepwell. Includes exterior fold out handrail.
3.09	1	TriMark keyless entry with remote radio frequency (RF) transmitter fob, externally mounted keypad and lock actuator.
3.10	1	Whelen Stop/Turn/Tail/Backup light set. Includes two of each of the following: - Whelen M6FCV3 polished chrome vertical housings for three M6 series lighthead. - Whelen M6 series LED arrow shaped amber turn signal, model number M62T. - Whelen M6 series LED brake/tail light heads, model number M62BTT. - Whelen M6 series LED back-up light heads, model number M62BU.
3.11	1	Cast Products LP0004-1-B aluminum license plate mounting frame with LED light.
3.12	1	Entire underside shall be undercoated. Includes floor extrusions, step wells and aluminum compartments.
3.13	1	LDV rear mud flaps. Includes anti-sail brackets when required.



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3.14	4	Flat floor slide-out room extension fabricated with a structurally rigid welded aluminum tube design with a fully bonded aluminum shell. During deployment an electronic control system automatically expands the room extension and lowers the floor to flush position. Features: • Electric over hydraulic control system programmed to lower the slide out to floor height after full extension. • Awning that automatically extends and retracts over the top of the room to protect from weather and debris. • Full perimeter double rubber bulb seal with an additional seal in the fully extended and fully retracted positions. • No track or hardware shall be attached to the ceiling of the body. NOTE: The slide out room extensions shall have the following dimensions: • Streetside Front Slide Out (Over-the-Wheel style) - 122" long x 26" deep (22" extension) • Streetside Rear Slide Out (Over-the-Wheel style) - 120" long x 30" deep (26" extension) • Curbside Front Slide Out (Over-the-Wheel style) - 122" long x 26" deep (22" extension) • Curbside Rear Slide Out (Over-the-Wheel style) - 120" long x 30" deep (26" extension) Toppers will be painted to match body Toppers will have Cadet Gray material
3.15	8	Flashing warning light for slide out. NOTE: Amber LED color.
4.00		<u>PAINT / GRAPHICS:</u>
4.01		Body paint base color shall be single color metallic single stage paint from the roof line down. NOTE: Color to be M7_01 Carbonized Gray Metallic
4.02	4	Paint awning custom color to match the body.
4.03	1	Paint awning custom color to match the body.
4.04	1	Reflective stripe on the exterior back and sides of the vehicle.
4.05	1	Custom computer-generated reflective vinyl graphics per customer specifications. Includes up to seventy 8"-10" letters and up to forty-five 3"-6" letters. All lettering shall be shaded or outlined (colors/style ~ to be determined). Note: Graphics package does not include production of custom shields and/or seals.
4.06	4	Custom computer-generated reflective vinyl shield. Customer shall supply true vector artwork required to produce shield.
5.00		<u>INDEPENDENCE ONYX INTERIOR:</u> • Wall Covering (Front and Rear Rooms): Frost Carpet • Wall Covering (Center Room): Satin Stainless Laminate • Ceiling Fabric: Silver Mist • Ceiling AC Ducting and Corner Trim: Powder Coated Aluminum – Charcoal Grey • Slide Out Fascia: Powder Coated Aluminum – Charcoal Grey • Power Distribution: Powder Coated Aluminum – Charcoal Grey • Floor Covering: Onyx PVC Flooring



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		• Office Chairs: Black • Vinyl Coverings: Charcoal Grey • Cabinets: Charcoal Grey with Anodized Frames • Counters and Tables: Wilsonart Solid Surface - Midnight Melange Note: Manufacturer reserves the right to substitute equivalent materials.
6.00		<u>DRIVER / PASSENGER CAB AREA:</u>
6.01	1	Custom fabricated console in cab, for locating siren controller, police radio and/or other controls as specified elsewhere in this document.
6.02		Cab Area Additions: • Vehicle height sign on dash. • Vehicle shall have a Final Stage Vehicle Certification and Altered Vehicle Certification as required by Federal Motor Vehicle Safety Standards (FMVSS) 49 CFR Part 567.5 and 567.7 • Payload sticker in cab area with vehicle axle load ratings and available axle payload as built.
6.03	1	Three (3) camera rear view system with 7" LCD color monitor. System includes left, right, and rear vision day/night cameras.
6.04	1	Door ajar warning on Multiplex Screen with audible alert. This warning does not lock out the chassis ignition – warning only. NOTE: Includes Body Entry Door, Exterior Workstation Door, and all Compartments. Does not include Driver or Passenger Door
7.00		<u>WALLS, CEILING AND FLOOR:</u>
7.01		Insulate walls with a minimum of 2-1/2" of fiberglass insulation. Cover interior body side posts with 1/2" plywood sub wall.
7.02		Cover sub wall with ribbed loop pile carpet. NOTE: Located in front and rear room • Color to be Frost Carpet
7.03		Cover sub wall with Wilsonart laminate. NOTE: Located in center room Laminate will be Wilsonart Satin Stainless
7.04		Insulate ceiling with a minimum of 2-1/2" of fiberglass. • Cover interior roof beams with 1/2" plywood. • Modular panel design allows for manageable future additions and repairs. • Plywood Panels covered in acoustical fabric.
7.05		Floor underlayment to be 5/8" exterior grade tongue and groove structural plywood, 6 ply, face veneer plugged and sanded.
7.06		Lonseal Loncoin II Flecks non-skid commercial grade PVC flooring. The flooring shall be continuous, one piece full length, full width, no seams.
7.07		Vinyl cove molding (mop board) at base of wall, 2-1/2" high. Installed where required.
7.08	2	Flush pocket door covered in laminate, installed on heavy-duty aluminum c-channel track with two (2) three-wheel roller trucks. Pocket door shall have recessed handle and magnetic closure to keep the door open/closed.



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7.09		All bulkheads shall be covered with materials to match walls. Trim exposed edges of bulkheads with rounded anodized aluminum trim where applicable.
7.10	1	Cover load space door with powder coated aluminum panel with heavy-duty rubber grab handle.
7.11	1	Hehr street side mounted 30" wide x 19" high flush mount deep-tint horizontal sliding egress window with screen. NOTE: Interior window covering will be a black out curtain.
7.12	7	Flush mount fixed window installed on side wall in slide out. NOTE: • (2) In the Front Streetside Slideout (One each side) • (1) In the Rear Streetside Slideout (Forward side) • (2) In the Front Streetside Slideout (One each side) • (2) In the Rear Curbside Slideout (One each side) Interior window covering for all windows will be a black out curtain.
7.13	9	Apply 5% tint to window.
8.00		<u>GALLEY / LAVATORY:</u>
8.01	1	Microwave oven, minimum 1.0 cu. ft..1000-watt. NOTE: Current model is Panasonic NN-SU656B 1.3 Cu. Ft. Black Countertop Microwave Oven
8.02	1	KEURIG K-Duo Plus Single Serve & Carafe Coffee Maker • 12 Cup Thermal Carafe • Use Ground Coffee or KCup & Reg Pods • 14.19" H x 7.68" W x 15.88" D (17.5" top is open) NOTE: Keurig will be secured on the Countertop with a strap.
8.03	1	Norcold model DC105 12Vdc combination refrigerator/freezer. Features: • 3.3-cu.ft. capacity • Two white powder-coated wire shelves with raised lip • Dual clear door bins • LED interior light
9.00		<u>SEATING:</u>
9.01	13	Space Air Grid office chair 5560 black with armrests, five caster spider base, and adjustable height.
9.02	7	Securement strap with buckle installed under counter to secure office chair.
9.03	6	Fabricated chair brackets to secure office chairs to flip-down seating.
9.04		Fabricate and install flip-down bench seating as shown on drawing. Bench seat cushions shall be covered in heavy-duty vinyl. Bottom seat cushion will be installed on Zico Quic-Seat® fold down spring loaded seat brackets.
9.05		<u>BENCH SEAT REQUIREMENTS:</u> • Foam for seat backs and bottoms shall be firm density. • All bench seating material must meet Federal Motor Vehicle Safety Standards part 571.302 Flammability of Interior Materials.



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Item	Qty	
		• Material corners shall be squared or angled to fit precise cut of foam. • Foam shall be bonded to plywood backer with industrial grade adhesive. • Attachment of fabric/vinyl to backer shall utilize industrial grade upholstery staples.
10.00		<u>CABINETS:</u>
10.01		Custom fabricated aluminum cabinets located as shown on drawing. Cabinet specifications: • Base cabinets constructed of 0.080" powder coated aluminum with anodized aluminum frames. • Base cabinet doors are double shell, formed from a single sheet of 0.080" aluminum, with a 0.040" aluminum door back attached. • Overhead cabinets constructed of 0.064" powder coated aluminum with anodized aluminum frames. • Overhead cabinet doors are double shell, formed from a single sheet of 0.064" aluminum, with a 0.040" aluminum door back attached. • Overhead cabinet doors swing up with gas spring lift supports.
10.02		Radius edging incorporated as design permits.
10.03	4	LED light with on/off switch, mounted under overhead cabinet. NOTE: Locate: • (1) In Galley • (3) Above Curbside Workstations
10.04	1	Slide-out printer tray.
10.05		Slide-out aluminum storage under printer.
10.06	2	Magnetic dry erase board framed in aluminum. Includes aluminum clip frame for easy board replacement, sized as required. NOTE: • (1) on the streetside bulkhead in the front room • (1) on the streetside bulkhead in the rear room (covering a rack access hole in the bulkhead)
10.07	3	FRP shelf up to 36" wide with 2" lip at front edge.
10.08		Closet shelves shall be infinitely adjustable using mini B-line track and hardware.
10.09		Wilsonart Gibraltar 1/2" solid surface countertop over subsurface. Solid surface countertop shall have a 1-1/2" front lip with radius edge.
10.10		Wilsonart Gibraltar 1/2" solid surface conference tabletop over subsurface. Solid surface tabletop shall have a 1-1/2" front lip with radius edge.
10.11		Wilsonart Gibraltar 1/2" solid surface removable conference tabletop over subsurface. Solid surface tabletop shall have a 1-1/2" front lip with radius edge.
10.12	1	Removable table legs [sitting height] and storage hardware.
10.13	1	Removable table legs [standing height] and storage hardware.
10.14	1	Linear actuator lifting column table base for conference table. Provides capability to be a sitting or standing conference table that is adjustable through table leg lifting columns and control box.
10.15	3	Custom swivel mounted countertop for slideout flip-down bench seating.
10.16	1	Install a key display board inside overhead cabinet and clearly tag all keys for the vehicle as to their purpose.



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10.17	1	Custom fabricated aluminum console to house Intel-I-Touch™ Control electrical distribution components and control panels. Console shall be located as shown on drawing. The entire console shall be constructed of aluminum with a powder coated finish.
11.00		<u>HVAC SYSTEM:</u>
11.01	5	Ducted low profile rooftop air conditioner controlled through multiplex control system. Includes: • 13,500 nominal Btu/hr air conditioner with condensate pump. • Chill Grille Assembly with 6,000 Btu/hr heat strip • Louvered Ceiling Vents, as required
11.02	3	5,100-12,000 Btu/hr direct discharge, 12Vdc powered, diesel-fired furnace with individual thermostat control. Exhaust shall be routed to the street side. NOTE: • (1) In each room
12.00		<u>AC ELECTRICAL SYSTEM:</u>
12.01	1	Power Tech 25-kW 120/240Vac liquid-cooled diesel generator with air bag mounts installed in a custom fabricated compartment. Generator features: • Tier 4F Emissions • USTC Certified Manufacturer • Warranty: 2 years from date of purchase, or 3000 hours whichever comes first, or 36 months from the date of manufacture. • Four point air bag mounting system • Four-cycle water cooled diesel engine • Radiator cooled, direct mounted • High-coolant temp and low oil pressure shutdown sensors • Spin-on fuel and oil filter • Single side service • Typical Gallon Per Hour fuel consumption: 25% load = 0.51, 50% load = 1.01, 100% load = 2.03 Compartment shall be constructed to the following specifications: • 0.187" aluminum with all welded seams. • 2" deep 0.125" aluminum box pan doors and 0.125" aluminum frames. • Door frames riveted to the body and welded to the compartments. • Stainless steel door hinges attached with stainless steel machine screws. • Flush mounted door handles with slam latches. • 0.100" aluminum treadplate panels on interior door surfaces. • Gas charged lift/support cylinders to hold doors open at 90°. • Industrial grade neoprene gasket door seals. NOTE: Generator exhaust shall be routed to the street side of the vehicle.
12.02	1	Insulate under vehicle body floor above generator with Tiger Foam™ spray foam insulation to a 1.5" minimum thickness. Recyclable, fire rated two-component spray polyurethane foam insulation. Insulation rating equals R-7 per inch.



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12.03	1	ACData surge suppressor for protection of entire AC power system. Product features: • UL listed: UL1449 3rd Edition • LED visual verification of status
12.04	1	LDV exclusive Intel-I-Touch™ vehicle automation control system. A multiplexed vehicle automation system must be incorporated into a common touch screen(s) that is custom programmed to monitor and control onboard systems as described throughout the specifications. The automation system software must allow simultaneous distribution of information to multiple onboard control/monitoring stations and the software must be updateable and configurable as required. This system is mandatory as it simplifies start up procedures, contains fewer operating components, reduces operational start-up time, reduces the total amount of wiring in the vehicle and includes error detection protocols and troubleshooting features. Features include: • One (1) 10" LCD touch screen with custom graphics for control and monitoring systems • AC power distribution control and monitoring for the generator with power management • DC power distribution control and monitoring • Manual or automatic generator control • HVAC and temperature control. • Interior and exterior lighting control • Automatic power transfer switches • Automated startup and shutdown procedures • Seamless control of generators, lighting, awnings and additional devices • Mast control • Safety interlocks • Battery saver feature • Generator Service Alerts The system must be completely upgradeable with power modules located throughout vehicle. Additional components may be added to system with a simple software modification System capability is not to be achieved with use of multiple monitoring systems designed for specific use i.e. water monitors, battery monitors etc.
12.05	1	Additional 7" LCD touch screen with custom graphics for control and monitoring systems. All touch screens provide complete control and monitoring of vehicle systems. NOTE: • In Cab Console
12.06	1	3" Touch panel for dedicated local control and monitoring of specific vehicle automation system features. Includes control layout and indicators where applicable. NOTE: • In Exterior Workstation



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Item	Qty	
12.07	2	3" Touch panel with numeric display for dedicated local control and monitoring of specific vehicle automation system features including room HVAC. Display shows current room temperature and HVAC setpoint when adjusted. Includes control layout and indicators where applicable. NOTE: • (1) Front room on the Streetside slide out fascia • (1) Rear room on the Streetside slide out fascia
12.08		Storage Mode maintains the vehicle in a ready-to-deploy condition. Battery chargers, specified outlets, and other pre-determined equipment is powered. HVAC is maintained at a storage mode setting to prevent freezing in the winter or overheating in the summer. The generator can be set to automatically start in the event of a loss of shore power. Other items as necessary can be made available in Storage Mode.
12.09		Travel Mode places the vehicle in a ready-to-travel condition based on vehicle application and equipment. In most cases this includes: starting the generator and transferring off of shore power, turning on HVAC and adjusting temperature to normal operating setpoints, stowing all equipment for travel, powering up communication gear. Travel Mode is a custom programmed, automated process similar to the Auto Startup and Auto Shutdown.
12.10		Night Time (Red) Lighting Mode turns the ceiling lighting in each room from white to red lights.
12.11		Reduced Lighting Mode is white ceiling lighting in each room have the option of All-On or Half-On.
12.12		Leveling Control Intel-I-Touch Auto Leveling feature. Includes touchscreen indication of vehicle level and control of leveling jacks automatically, individually or in pairs. Jacks are automatically retracted as part of the Auto Shutdown process.
12.13	1	Kussmaul Super 30 Auto Eject, 30A-120Vac shore power inlet, mounting plate with indicator light and 25-ft. 30A-120Vac shore power cord.
12.14	1	Marinco 100A-125/250Vac waterproof shore power inlet, 25-ft. 100A-125/250Vac shore power cord and 6-ft. 100A-125/250Vac pigtail.
12.15	19	20A-125Vac duplex receptacle with dual USB charging ports [one (1) Type A and one (1) Type C]. Receptacle is not dedicated to any installed equipment. NOTE: • (1) At each workstation 1-7 [Qty 7] • (1) Streetside above the printer • (1) Streetside in overhead cabinet next to the microwave • (1) Streetside bench seat base • (1) Curbside storage closet • (2) Curbside bench seat base • (4) Rear room conference table base • (2) In the exterior workstation



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Item	Qty	
12.16	3	20A-125Vac GFCI duplex receptacle. These receptacles are not dedicated to any installed equipment. NOTE: • (1) At the Galley countertop for the Keurig • (1) In the Exterior Workstation • (1) In Cab Console
12.17	6	20A-125Vac exterior GFCI duplex receptacle. NOTE: Receptacle will be installed with a weatherproof cover. Locations TBD
12.18		Wire chase wire management raceway system located as shown on drawing. Product features: • Satin anodized finish. The finish resists rust, corrosion and fading. Material extruded from 6063-T5 aluminum alloy. • Removable dual cover. Makes wiring easy and accessible and provides maximum flexibility for adding or relocating outlets and circuits. The cover retention is 45 lbs. straight pull for one minute. • UL Listed multioutlet assemblies. File E68073 Guide PVGT, Fittings: File E121188 Guide RJPR. Meets Article 380 of NEC and meets Section 12-3032 of CEC. • UL and UL Listed component raceways. File E73943 Guide RJBT, Fittings: File E74343 Guide RJPR. Meets Article 386 of NEC and meets Section 12-600 of CEC. • UL5 and ADA compliant. Raceway and fittings meet UL5 specifications and can be installed in conformance with ADA requirements
12.19	1	APC Smart-UPS 3,000VA rack mount UPS, SRT3000RMXLA (or current model). Product features: • 3,000VA/2,700W output capacity • 120V output voltage • (8) NEMA 5-20R and (1) NEMA L5-30R output receptacles • Typical Backup Time at Half Load 19.2 minutes (1125 Watts) • Typical Backup Time at Full Load 5.7 minutes (2250 Watts) • Dimensions: 3.35"H x 17"W x 25"D
12.20		<u>AC WIRING REQUIREMENTS:</u> • All AC main wiring shall be stranded THHN wire and run in non-metallic liquid tight conduit. • All AC branch circuit wiring shall be stranded THHN wire (AWG 12 minimum) and run in non-metallic liquid tight and ENT conduit. • All electrical circuits and appliances shall conform to applicable national electrical codes.
13.00		<u>DC ELECTRICAL SYSTEM:</u>
13.01	1	• Six (6) Lead acid deep-cycle 6Vdc batteries. Batteries shall be installed underbody in slide out weather resistant compartment. Four (4) batteries will be separated for auxiliary equipment and two (2) batteries will be for communications equipment. • Three (3) electronic converter/chargers, 80 amp minimum output each installed underbody in weather resistant climate controlled. Compartment to draw ambient air from interior of truck and will have thermostatically controlled exhaust fan to circulate warm air to exterior (no exceptions). Converter/charger features:



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Item	Qty	
		• Charges three banks of batteries at the same time. • UL listed for safety. • Manual reset circuit breaker. • Reverse battery protection. • Electronic current limiting. • High voltage protection. • All DC electrical and metering switched and monitored through the multiplex system.
13.02	22	Light, Orion 6" LED, neutral white with polished bezel and voltage regulation.
13.03	12	Light, Orion 6" LED, neutral white / red with polished bezel and voltage regulation.
13.04	6	Whelen M9LZC Gradient LED Scene Light with chrome flange. NOTE: • (3) On each Side Wall - Uppers
13.05	2	Whelen M6ZC Gradient LED Scene Light with clear outer lens and M6FC chrome flange. NOTE: • (2) On the Rear Wall - Uppers
13.06	9	Whelen PEL2C LED light with chrome housing. NOTE: • (3) On each Side Wall at bottom of Skirt - Loweres [Qty 6] • (2) On the Rear Bumper • (1) Entry Door
13.07	1	12VDC dual USB power port with type A and C charging ports. NOTE: • (1) In the Cab Console
13.08		<u>12VDC WIRING REQUIREMENTS:</u> • 2-gauge minimum copper stranded battery cable shall be used for 12Vdc main supply lines. All cable runs shall be full length, no splices. All cable terminals shall be staked and soldered. All cable shall be enclosed in convoluted polyethylene tubing and the ends of the cable shall be sealed with color-coded shrink-wrap identifying the function of the cable. • All added electrical branch circuits shall be protected from over-current by resettable circuit breakers appropriately rated for the load. Only circuit breakers shall be used in the installation of added electrical branch circuit wiring (plug type fuses are unacceptable). • Circuit breaker functions shall be identified by engraved or printed labels. • All added wiring for load runs of AWG 10, 12, 14, and 18, shall conform to MIL-W-16878/2 and/or UL1007/1569" • All added wiring for load runs of AWG 8, shall conform to MIL-W-16878/3 and/or UL1028 • Wire terminals for added circuits must conform to MIL-T-7928. Terminals shall be insulated, insulation grip, TYPE II, CLASS 2 and shall be crimped with tooling recommended by the terminal manufacturer. • All wiring shall be numbered or lettered on 6" centers minimum. • Wiring shall be protected from chafing and abrasion with convoluted polyethylene tubing (wire loom) as required. • Where wire passes through sheet metal, bulkheads and structural supports, plastic grommets shall be used to protect both wiring and wire looms. • All wire bundles shall be tied with trimmed nylon ties.

Item	Qty	
		• Extreme care shall be exercised to provide for easy serviceability of the system in future years. • Extreme care must be taken in the installation to avoid the engine manifold, engine exhaust, and muffler, which could expose the wiring to severe overheating during long periods of operation. Proper insulation and heat deflection panels must be installed in such areas. • A high-current 12Vdc system wiring schematic shall be provided. • These are the minimum acceptable 12Vdc wiring requirements.
14.00		<u>EMERGENCY LIGHTING / SIRENS:</u>
14.01	1	Whelen 295SLSA6 siren with 9 low current lighting control switches. California Title 13 compliant. NOTE: Slide Bar Positions Control: 1. Rear (Upper and Lower) 2. Rear (Upper and Lower), All Upper, Front Wall or "Light bar" 3. All
14.02	1	Whelen SA315P high performance speaker.
14.03	1	Whelen T-Series™ Linear Super-LED® Red TSSOR with clear outer lens & chrome flange TSFLANGC. NOTE: Mounted in Grille - Streetside
14.04	1	Whelen T-Series™ Linear Super-LED® Blue TSSOB with clear outer lens & chrome flange TSFLANGC. NOTE: Mounted in Grille - Curbside
14.05	5	Whelen M6 series, M6RC (or current model), Linear Super-LED lighthouse with internal flasher, RED LED's with CLEAR outer lens. Includes M6FC chrome flange. NOTE: • (1) Streetside - Lower • (2) Curbside - Lower • (2) Rear - (1) Upper Streetside, (1) Lower Streetside
14.06	5	Whelen M6 series, M6BC (or current model), Linear Super-LED lighthouse with internal flasher, BLUE LED's with CLEAR outer lens. Includes M6FC chrome flange. NOTE: • (2) Streetside - Lower • (1) Curbside - Lower • (2) Rear - (1) Upper Curbside, (1) Lower Curbside
14.07	1	Whelen M7 series Linear Super-LED lighthouse with internal flasher, RED LED's with clear outer lens. model M7RC Includes chrome flange M7FC. NOTE: Mounted on Curbside Fender
14.08	1	Whelen M7 series Linear Super-LED lighthouse with internal flasher, BLUE LED's with clear outer lens. model M7BC Includes chrome flange M7FC. NOTE: Mounted on Streetside Fender



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Item	Qty	
14.09	5	Whelen M9 series, M9RC, Linear Super-LED lighthouse with internal flasher, RED LED's with CLEAR outer lens. Includes chrome flange. NOTE: • (2) Front - Upper • (2) Streetside - Upper • (1) Curbside - Upper
14.10	5	Whelen M9 series, M9BC, Linear Super-LED lighthouse with internal flasher, BLUE LED's with CLEAR outer lens. Includes chrome flange. NOTE: • (2) Front - Upper • (1) Streetside - Upper • (2) Curbside - Upper
14.11	1	3m Opticom Emitter mounted on custom fabricated bracket.
15.00		AUDIO / VIDEO:
15.01	10	Samsung - 43" QLED TV with wall mount bracket. Product features: • Resolution 4K • (3) HDMI, (2) USB • (2) Speakers • DTV Tuner/ATSC / Clear QAM • Dimensions: 38"(W) x 22"(H) x 2.4"(D) Weight 15.7lbs NOTE: • (4) Located on Front Wall Connections will be: • HDMI 1 - Network AV Controller • RF Jack - Over-the-Air Antenna Feed • RJ-45 Cat6 • (4) Located on Rear Wall Connections will be: • HDMI 1 - Network AV Controller • RF Jack - Over-the-Air Antenna Feed • RJ-45 Cat6 • (2) Located in Curbside Slideout in Rear Room Connections will be: • HDMI 1 - Network AV Controller • RF Jack - Over-the-Air Antenna Feed • RJ-45 Cat6



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Item	Qty	
15.02	5	Samsung 27" S27D402GAN – S40GD Series – LED Full HD 1080p 100 Hz 27" Monitor (or current model) • 1920 x 1080 • 2 x HDMI (HDCP 1.4), 1 x DisplayPort 1.2, 2 x USB 2.0 • 24.1 x 14.2 x 1.6" • Weight: 8.82 lbs • No Speakers NOTE: • (2) Located at Workstation 4 Monitor Connections will be: • HDMI 1 - Network AV Controller • HDMI 2 - Local Wall Jack • (1) Located at Workstation 5-7 [Qty 3] Monitor Connections will be: • HDMI 1 - Network AV Controller • HDMI 2 - Local Wall Jack
15.03	6	Samsung 34" ViewFinity S65TC Ultra-WQHD 1440p 100 Hz Curved Ultrawide Monitor (or current model) • 3440 x 1440 • Integrated Speakers • 1 x HDMI (HDCP 2.2), 1 x DisplayPort 1.2, 3 x USB-C (65W) • 31.8 x 14.5 x 4.9" • weight: 11.7 lbs NOTE: • (2) Located at Workstation 1-3 Monitor Connections will be: • HDMI 1 - Network AV Controller • HDMI 2 - Local Wall Jack
15.04	1	Samsung 55" The Terrace Partial Sun Outdoor Black QLED 4K Smart TV QN55LSTDAF. • Resolution 4K • (3) HDMI, (1) USB-A • (2) Speakers • Tuner/ATSC / Clear QAM • Dimensions: 49.1"(W) x 28.7"(H) x 2.7"(D) Weight 64.6lbs NOTE: • Located in Exterior Workstation Connections will be: • HDMI 1 - Network AV Controller • HDMI 2 - Local Wall Jack • RF Jack - Over-the-Air Antenna Feed • RJ-45 Cat6
15.05	1	Samsung The Terrace Outdoor Soundbar w/ Dolby 5.1ch HW-LST70T. NOTE: Mounted in the Exterior Workstation



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Item	Qty	
15.06	1	Weatherproof single door exterior work station and TV/monitor compartment. Constructed from 0.125" aluminum with all welded seams and hinged at the top. Includes: • Internal flip down work surface • LED strip light (illuminates when door is opened) • Gas charged lift support and locking latch NOTE: Includes: • (1) 55" TV • (1) Soundbar • (1) 125Vac GFCI outlet • (2) 125Vac Dual USB with (1) Type A and (1) Type C • (1) Local HDMI to 55" TV • (1) Network HDMI • (2) RJ-45 Network jacks
15.07	1	AXIS IP six (6) camera perimeter surveillance system including: • (2) F9114-R MK II Main camera unit (4K @ 12/15 fps) • (6) F2105-RE 108° Sensor units w/ extension cables ○ 1 - rear view ○ 1 - front view ○ 2 - left side view ○ 2 - right side view • (1) AXIS D1110 Video Decoder to send camera views to Network AV Controller.
15.08	4	SD Memory Card for IP camera. The SD card shall record IP camera allowing it to be downloaded and viewable via an IP address. NOTE: 256GB SD Card
15.09	1	JACK® model OA8500 Digital HDTV Antenna + Mount with SureLock™ DTV Signal Meter. No crank up, built in Amplifier and 360° rotation for improved reception.
15.10	1	Contemporary Research 232-ATSC 4K HDTV Tuner, Features: • Tunes analog and digital channels in ATSC, NTSC, and clear QAM formats. • HDMI selectable video output resolutions: 480i, 480p, 720p, 1080i, 1080p, and 4K or Auto NOTE: Mounted in electronics rack; connected to the Network AV system.
15.11	1	Apple TV 4K 128 GB with Wifi and Ethernet. NOTE: Mounted in electronics rack; connected to the Network AV System.

Item	Qty	
15.12	1	MXnet 1G Control Box AC-MXNET-CBOX-HA • Centralized management device for MXnet 1G AV over IP system. • Interfaces between MXnet encoders/decoders NOTE: Inputs: (Qty 14) • (1) Decoder showing Perimeter Cameras Multi-view • (2) Decoders showing Mast Cameras • (1) HDMI Input Jack at Workstation 1 • (2) HDMI Input jack at workstation 4 • (1) HDMI Input Jack at each Curbside Workstation 5-7 [Qty3] • (1) HDMI Input Jack in Rear Conference Table Base • (1) HDMI Input Jack in the Exterior Workstation • (1) Apple TV • (1) Over-the-Air Antenna Tuner • (1) Sharelink Outputs (Qty 22) • (22) Televisions and Monitors listed above
15.13	22	MXnet 1G Evolution II Decoder AC-MXNET-1G-DV2 • AV over IP video distribution • HDMI Output to display monitor • Video resolution up to 4K
15.14	6	MXnet 1G Evolution II Encoder AC-MXNET-1G-EV2 • AV over IP video distribution • HDMI Input from source • HDMI AV loop out available • Video resolution up to 4K
15.15	8	MXnet 1G Evolution II Wall Plate Encoder: AC-MXNET-1G-EV2WP • Inputs include: HDMI 2.0b, USB-C alt-mode, and 3.5 mm mini stereo audio jack
15.16	1	MXnet 1G 48 Port Network Switch: AC-MXNET—SW48 Full 48-port GbE PoE+ RJ45 ports 740 watt total PoE 4 X 1 Gbps SFP Combination Interface Ports support copper or fiber 4 X 10 Gbps SFP+ Link Aggregation Uplink Ports
15.17	1	Wireless handheld control for MXNET A/V system. Includes tablet and programming to integrate the tablet into the A/V system.
15.18	1	Extron ShareLink Pro 2000 4K Wireless Presentation System. Key Features: • Provides full screen mirroring for all devices • New ConferenceShare™ enables wireless use of room cameras for UC meetings • New HDMI output supports displaying computer and video resolutions up to 4K • Supports Mac® and Windows® computers as well as Apple® and Android™ tablets and smartphones



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Item	Qty	
15.19	12	HDMI input jack, wall plate and cable. NOTE: HDMI Input to Local TV/Monitor. • (2) Each Streetside Workstation to Monitors [Qty 8] • (1) Each Curbside Workstation to Monitor [Qty 3] • (1) Exterior Workstation
15.20	8	HDMI input jack, wall plate and cable. NOTE: HDMI Input to Network AV Controller • (1) At Workstation 1 • (2) At Workstation 4 • (1) Each Curbside Workstation 5-7 [Qty 3] • (1) Rear room Conference Table Base • (1) Exterior Workstation
15.21		HDMI connection cables, as required.
15.22	2	Custom fabricated adjustable (left/right) aluminum mount for Axon Rapidlock magnetic camera mount for body camera. NOTE: Locate: • (1) In upper front corner of the rear streetside slideout, looking to the middle of the room • (1) In upper middle of the rear curbside slideout, looking to the middle of the room
15.23	1	HE Series 24 position Passive Combiner. NOTE: Used to send the Over-the-Air antenna feed
16.00		<u>MAST AND MAST MOUNTED EQUIPMENT:</u>
16.01	1	Fireco 2300 series CX.4003N heavy-duty non-locking telescoping pneumatic mast. Mast features: • 187 lb. max top load capacity • 38' 9" extended height • 6' 9" nested height Includes: • KEY-WAY breakaway nylon key prevents tower rotation. Easily replaceable. • Air safety valve for over pressure release and condensation drainage. • Water drainage holes to avoid freezing at low temperatures. • Interlock to prevent vehicle from being driven with mast raised. • Fireco tower does not require routine lubrication. • Mast cap covers the top of all tower sections when the tower is in the retracted position keeping dirt and moisture out of the tower when stowed.
16.02	1	Gast 3/4-hp compressor with connected remote mount 20-gallon air tank.
16.03	1	Custom fabricated 0.125" aluminum Nycoil cylinder painted to match body color. NOTE: Nycoil will be 1.25" diameter



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Item	Qty	
16.04	1	Custom fabricated 0.125" aluminum mast cover painted to match body color.
16.05	1	Custom fabricated bracket on mast to mount two individual camera systems.
16.06	1	Mast lookup light mounted on mast.
16.07	1	Weatherproof mast up/down control switch on exterior of vehicle.
16.08	2	AXIS Q6358-LE PTZ Dome Network Camera • 4K UHD, AI-powered PTZ for extreme low light • 1/2" sensor with 31x optical zoom • Forensic WDR, Lightfinder, and Optimized IR • AXIS Zipstream with AV1, H.264, H.265 • Next-generation AI-powered analytics • Built-in cybersecurity with Axis Edge Vault
16.09	2	Axis D1110 4K Video Decoder • Enables monitors that support HDMI to display live video from Axis network cameras • 4K Video with HDMI Out • Sequence and Multiview (up to 8 cameras) NOTE: Used to send each Mast Camera Feed to the Matrix Switcher
16.10	2	SD Memory Card for IP camera. The SD card shall record mast camera allowing it to be downloaded and viewable via an IP address. NOTE: 256GB SD Card
17.00		<u>RADIOS:</u>
17.01		Primary 12Vdc power leads for communications radios shall be minimum 2-gauge copper stranded wire with soldered crimp-on end connectors (gauge based on radio requirements). Cables shall be enclosed in convoluted tubing and function identified with colored shrink-wrap. Power to radios shall be controlled by a continuous-duty switch actuated by the auxiliary battery disconnect switch.
17.02	7	Prewire and make installation provisions for communications radio. Installation includes: • NMO-style base on the roof or antenna raceway, as applicable. • LMR195 antenna cable routed to radio transceiver location in Carlon Carflex ENT conduit. • 12Vdc power routed to radio transceiver location. NOTE: • (6) Mobile Radios (Motorola APX6500) • (1) At each Workstation 1-5 [Qty 5] • (1) In Cab Console • (1) HAM Radio • At Workstation 7
17.03		Install hinged panels under countertops to conceal radio transceivers where applicable.



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Item	Qty	
17.04	1	Fabricate and install 3" x 3" square aluminum tubing antenna raceway on the roof of the body and will penetrate the roof on each side of the truck at radio box locations. Includes: • 3" high x 3" long aluminum access cover at each antenna base location on the side of the tubing for access to antenna base and coax cable. • Access covers with watertight gasket and attached with four (4) stainless steel machine screws. Raceway tube to have nut-serts installed for access cover attachment. • Carlon Carflex ENT conduit routed from antenna raceway penetration location to radio transceiver locations.
17.05	8	Magnetic microphone holder. Magnetic Mic MMSU-1.
17.06	2	Prewire and make installation provisions for customer owned radio rack charger and/ battery pack charger. NOTE: Locate: • Battery pack charger in the Overhead cabinet in the Galley • Radio charger on above the Galley countertop above the printer
17.07	7	Plantronics Wireless Headset Package, includes: • One (1) Cordless PTT headset adapter, 64 bit encrypted w/ extra battery and Mobile Conductor Box offering mobile radio headset capability. (Conductor PHS MC90-CA12CD-S) • One (1) Footswitch PTT - cast iron housing, non-skid base pad, w/ two stage SPDT momentary switch. PHS FS • One (1) Primary voltage fluctuation protection electronics (dirty power emitted by vehicles) • One (1) 6 ft Radio Interface Cable From Mobile Conductor Box to Mobile radio with DB26 connector. Part # 20-11135-06 • One (1) Plantronics EncorePro HW510 is an over the head monaural headset and flexible microphone NOTE: • (1) At Workstation 1-5 and 7 [Qty 6] • (1) In Cab
18.00		TELEPHONE SYSTEM:
18.01	1	Wilson weBoost Drive Reach Cell Phone Booster Kit model 470154. • 4G LTE Coverage for Entire Vehicle and Multiple Users • Works for all phones & cellular devices, all major US carriers.
18.02	1	Bogen TPU-15 (or current model) paging amplifier with two (2) Whelen SA315P (or current model) speakers. NOTE: Can be interfaced with a wireless microphone and/or with P/A features of the telephone switching system. Speakers to be mounted outside on the Curbside Raceway
18.03	1	Audio Technica wireless microphone system interfaced to paging amplifier. NOTE: Exterior speakers to be mounted on the Antenna Raceway with (1) on each side of the Awning



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Item	Qty	
19.00		<u>COMPUTER NETWORK AND EQUIPMENT:</u>
19.01	32	RJ-45 Cat6 computer network jack with Cat6 cable routed through Carlon Flex-Plus ENT conduit or raceway (as applicable). NOTE: • (1) at each workstation 1-7 [Qty 7] • (1) to each 43" TV [Qty 10] • (1) to 55" Exterior TV • (1) at the Printer • (1) Streetside benchseat base • (1) Curbside storage closet • (2) Curbside benchseat base • (4) Rear room conference table base • (2) Exterior Workstation • (1) to the Wireless Access Point • (2) Spare runs up to the Mast Top Box
19.02	3	Leviton 69270-U24 24-port Cat6 rack mount patch panel.
19.03		Certified 18" Cat6 patch cord. As Required.
19.04		Certified 36" Cat6 patch cord. As Required.
19.05	1	Cable Certification Report confirming that network wiring complies with Cat6 specifications.
19.06	2	CISCO Business 24 Port PoE Smart Switch CBS220-24P-4G-NA • Switch ports: 24-port 10/100/1000 + 4 x 1G SFP • Power-over-ethernet: 24 PoE ports with 195W PoE Budget
19.07	1	Cisco Catalyst Access Point, C9124AXI Dual Band 802.11ax 5.38 Gbit/s Wireless, Outdoor.
19.08	1	Brother Multi-Function Laser Printer (MFC-L3780CDW) Product features: • Black/white or color print, copy, scan and fax • Built-in dual band wireless (2.4GHz / 5GHz)5, Gigabit Ethernet and Wi-Fi Direct • Dimensions (W X D X H) 18.2 x 16.1 x 15.8 in; 47.8 Lbs.
19.09	1	Cradlepoint E3000 cellular router with WiFi (5G Modem) and 1-year NetCloud Enterprise Branch Essentials Plus Advanced Plan. NOTE: LDV will install customer supplied SIM card.
19.10	1	Cellular modem 9 in 1 antenna with GNSS. PCTEL GL9X1AX Multi-Band MIMO High Rejection 5G & 4G LTE WiFi GNSS 5x SMA Male 4x RP SMA Male, Threaded-Bolt Mount, 17 FT Cabling With SMA Connectors for Cell/GNSS, and RP-SMA for WIFI, Black.
20.00		<u>MISCELLANEOUS ELECTRONICS:</u>

Item	Qty	
20.01	1	Columbia Weather Systems Magellan MX™ series model MX500 weather station with LCD touch screen display. System includes the following: • All-in-one multi-parameter sensor housed in a self-aspirating radiation shield • Temperature Sensor • Relative Humidity Sensor • Digital Barometer • Relative humidity probe. • Ultrasonic wind direction & speed sensor with mounting adapter • Automatic self-alignment of wind direction using internal compass • Internal GPS • WeatherMaster™ software: Graphical weather monitoring software for Windows operating environment; displays, reports, and records current weather conditions. Readings data logged in Access database for future analysis and inclusion with other Windows-based programs. Internet capable, alarm notification program, and multi-station viewing features. Also includes ability to interface with Cameo/Aloha for plume modeling. • Touch screen LCD Color Weather Display Console™ • 19" rack mount chassis or wall mount • Displays real-time weather readings on four viewing screen views: Main, Aux, Trend and Min/Max. • Displays daily max/min data • FRC Kwik Raze KR-SB-500-I bottom raise pole with sensor permanently mounted on top. Pole has quick release handle that enables the pole to be raised approximately 24" above the roof line. NOTE: • Locate wall mounted Display Console between Workstations 5 and 6 • Locate Pole mounted sensor on the Curbside of the Front wall (behind the driver)
20.02	2	Masterclock NTDS26 (or current model) networked synchronized clocks. Product features: • Uses external (or your own internal) NTP source for accurate traceable time. • Display time in 12 or 24 hr format. • Display date in mm:dd:yy or dd:mm:yy. • All international time zones. • All automatic daylight saving time. NOTE: • (1) Rear room on rear wall above (4) 43" TV's • (1) Front room on Curbside wall above (4) 43" TV's
20.03	1	Middle Atlantic Products, Inc. MRK-4026 forty-space 19" wide x 26.5" depth (24" useable depth) open framed electronics equipment rack with caster base. Rack can easily slide out from its fixed position to allow side access to rack equipment.
20.04	1	Middle Atlantic VFD-40 Vented front door with Thumb Latch (No Key Lock).
20.05	1	Middle Atlantic MW-4QFT-FC top fan panel, with four (4) 50 cfm ventilation fans, QFAN.
20.06	3	Middle Atlantic PD-815SC-NS 15 amp power strip with eight (8) outlets. Includes PB-XS rack mounting bracket.

Item	Qty	
20.07	2	Cast Products EB00013-1 cast aluminum weatherproof box with key lock. NOTE: Box will be used for exterior connections. • (1) Streetside wall behind the Electronics Rack • (1) Front Curbside slideout wall
20.08	2	Shroud with weatherproof pass-through hatch installed in the door of the input box.
20.09	2	Exterior input box door painted to match body.
21.00		<u>EXTERIOR STORAGE COMPARTMENTS:</u>
21.01	4	Single door underbody storage compartment with approximate interior dimensions 20" high x up to 48" wide x 25" deep constructed from 0.125" aluminum with all welded seams. NOTE: • (1) Streetside - Forward of rear axles, open for storage • (1) Streetside - Under rear slideout, to hold mast compressor and open storage • (1) Curbside - Under front slideout, for open storage • (1) Curbside - Under rear slideout, for open storage
21.02	1	Single door underbody storage compartment with approximate interior dimensions of 20" high x up to 54" wide x 25" deep constructed from 0.125" aluminum with all welded seams. NOTE: • (1) Curbside - Under front slideout, to hold power converters/chargers and slideout pump/valves
21.03		Compartments listed above will be constructed to the following specifications: • Sweep out type bottoms with 1/2" drain holes. • 2" box pan doors and door frames fabricated from 0.125" aluminum. • Door frames shall be riveted to the body and welded to the compartments. • Compartments shall have an LED light that illuminates when the door is opened. Compartment doors will be constructed to the following specifications: • Stainless steel hinges attached with stainless machine screws. • Slam latches and flush mounted handles. • 0.100" bright polished aluminum diamond plate on interior surfaces fastened with stainless hardware. • All doors shall be sealed with industrial grade neoprene gasket.
21.04	1	Aluminum divider in exterior compartment to separate stored items from the Mast Compressor. NOTE: Located in the rear streetside exterior storage compartment
22.00		<u>MISCELLANEOUS OTHER:</u>
22.01	1	Girard Nova motorized retractable lateral arm awning. Features: • Dual-pitch awning with up to three lateral arms for superior strength, • AC electric powered motor with crank handle/manual override • Sensor that will retract the awning to prevent damage from the wind • 2-year Limited Warranty



CUSTOM SPECIALTY VEHICLES

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Item	Qty	
22.02	1	Girard awning LED light kit. G-Lite Awning Lighting system is an LED light strip in the outer rail to illuminate area under awning. NOTE: Controlled by a button on the Multiplex system.
22.03	1	15" wide roof access ladder mounted on rear. Ladder features: • All welded construction for maximum strength • 1" diameter X 0.083" brush finished tubular aluminum rails • Aluminum grip-strut rungs
22.04	1	Heavy-duty Quadra Mfg. Bigfoot® four point fully automatic one-touch leveling system. Includes: • Four (4) QEII-26 jacks with 17,000-lb. capacity each, 26" long with 20" stroke • Air ride dump valve • Fully automatic control panel with manual feature • Safety interlock when jacks are deployed
22.05	1	Set of four (4) Super Dolly Pads high density polypropylene, injection molded yellow colored for use with leveling system jacks. Pads measure 15" x 17" x 1" thick with a grab strap on one side.
22.06	2	5 pound dry chemical fire extinguisher.
22.07	3	Battery powered combination Carbon Monoxide and Smoke alarm.
22.08	1	Complete manual set, including the following (as applicable): • As-built specifications with interior and exterior drawings as used for production of the vehicle. • Chassis and body owner's manuals. • 12Vdc and 120Vac legends showing wire gauge, color, number and function. • 12Vdc high current wiring diagram illustrating the battery system, isolators, power converters, alternator, disconnect switches and control panels. • Roof top antenna placement drawing and legend identifying antenna placements and termination points. • Audio/Video cabling diagram. • Chassis and generator maintenance and service logs. • Battery maintenance information. • All individual component manuals and warranty registration cards as provided by component manufacturers. Customer is responsible for completing warranty cards and mailing them to manufacturers.
22.09	1	TRAINING. An LDV representative will provide up to eight (8) hours of orientation on LDV provided systems, as applicable: • Generator start up and shut down procedure • Leveling system operation • AC and DC electrical systems operation • HVAC systems operation • Mast operation • Audio/Video system operation, does not include programming DVR's, TV's, etc. • Alarm operation • Awning operation

Item	Qty	
22.10		LDV warranty of one (1) year/12,000 miles, whichever comes first, for manufacturer's defects in materials and workmanship. Refer to LDV warranty statement for details of warranty coverage.
22.11		Note: Project scope does not include certain tasks or costs that are the responsibility of the customer unless clearly specified as LDV supplied. These items include, but are not limited to: • Radio and telephone system programming. • Activation and service fees for cellular telephones, satellite telephones, satellite TV, satellite internet access. • Loading and configuring computer software. In the event of a discrepancy between the drawing and specification, the specification will supersede. LDV reserves the right to make substitutions of equal quality and specifications of those listed in this document. Some component models change frequently. In the event that a specified component model becomes unavailable at the time LDV attempts to source it, LDV will provide a replacement model with equivalent or better features, as agreed upon with the customer.



City of Blaine

Staff Report

File Number: RES 26-136

Agenda Date	Status
July 6, 2026	
In Control	File Type
City Council	Resolution

Administration - Cathy Sorensen, City Clerk

Agenda Item # 10.2

Summary Resolution for Publication of Ordinance 26-2607 Ordinance Granting to Connexus Energy, a Minnesota Cooperative Association, 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

Executive Summary

The proposed resolution allows for the publication of the title and summary of Ordinance 26-2607 granting Connexus Energy a franchise to construct, operate, repair, and maintain an electric distribution system in the City of Blaine.

Background

Minnesota Statute 412.191, Subd. 4, provides for publication of the title and summary of an ordinance in the case it is lengthy if the city council determines that publication of title and a summary would clearly inform the public of the intent and effect of the ordinance. As Ordinance 26-2607 is lengthy, staff is recommending adoption of the proposed summary resolution. The summary resolution requires an affirmative vote of four-fifths of the council and the entire ordinance is available for inspection during regular office hours at city hall and can be forwarded upon request.

Strategic Plan Relationship

Board/Commission Review

Financial Impact

Public Outreach/Input

Staff Recommendation

By motion, adopt the resolution providing for a summary publication of Ordinance 26-2607 allowing for publication of title and summary of Ordinance 26-2607 granting Connexus Energy a nonexclusive franchise to construct, operate, repair, and maintain an electric distribution system in the City of Blaine.

Attachment List

None



City of Blaine

Signature Copy

Resolution: RES 26-136

Summary Resolution for Publication of Ordinance 26-2607 Ordinance Granting to Connexus Energy, a Minnesota Cooperative Association, 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

WHEREAS, City Code states if the City Council of the City of Blaine determines, pursuant to Minn. Stat. § 412.191, subd. 4, that publication of the title and a summary of an ordinance would clearly inform the public of the intent and effect of the ordinance, the Council may, by a four-fifths vote of its membership, direct that only the title of the ordinance and a summary be published with notice that a printed copy of the entire ordinance is available for inspection by any person during regular office hours in the office of the City Clerk. The publication of the title and summary shall be deemed to fulfill all legal publication requirements as completely as if the entire ordinance had been published; and

WHEREAS, the following is the official summary of Ordinance 26-2607 adopted by the Blaine City Council on July 7, 2026, and providing for its publication on the City's website and available for review/inspection in the City's Clerk's Office granting Connexus Energy a nonexclusive franchise for an electric distribution system in the City of Blaine; and

WHEREAS, the City Council of the City of Blaine determined that the Ordinance Summary clearly informs the public of the intent and effect of Ordinance 26-2607 establishing a nonexclusive franchise for Connexus Energy to construct, operate, repair, and maintain an electric distribution system and transmission lines, including necessary poles, lines, fixtures and appurtenances, for the furnishing of electric energy to the City.

NOW, THEREFORE, BE IT RESOLVED, that the Blaine City Council by the City Council of the City of Blaine hereby directs that the title and Ordinance Summary of amendments shall be published in the official city newspaper and hereby gives notice that printed copies of the complete ordinance are available for inspection by any person during regular office hours at the Office of the Blaine City Clerk, and that a copy of the entire text shall be posted in the official posting place in the City, and further directs that a copy of this Resolution, as enacted will be published.

PASSED by the City Council of the City of Blaine this 7th of July, 2026.



City of Blaine

Staff Report

File Number: RES 26-137

Agenda Date	Status
July 6, 2026	
In Control	File Type
City Council	Resolution

Administration - Cathy Sorensen, City Clerk

Agenda Item # 10.3

Summary Resolution for Publication of Ordinance 26-2608 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

Executive Summary

The proposed resolution allows for the publication of title and summary of Ordinance 26-2608 granting Xcel Energy a franchise to construct, operate, repair, and maintain an electric distribution system in the City of Blaine.

Background

Minnesota Statute 412.191, Subd. 4, provides for publication of the title and summary of an ordinance in the case it is lengthy if the city council determines that publication of the title and a summary would clearly inform the public of the intent and effect of the ordinance. As Ordinance 26-2608 is lengthy, staff is recommending adoption of the proposed summary resolution. The summary resolution requires an affirmative vote of four-fifths of the council and the entire ordinance is available for inspection during regular office hours at city hall and can be forwarded upon request.

Strategic Plan Relationship

Board/Commission Review

Financial Impact

Public Outreach/Input

Staff Recommendation

By motion, adopt the resolution providing for a summary publication of Ordinance 26-2608 allowing for publication of title and summary of Ordinance 26-2608 granting Xcel Energy a franchise to construct, operate, repair, and maintain an electric distribution system in the City of Blaine.

Attachment List

None



City of Blaine

Signature Copy

Resolution: RES 26-137

Summary Resolution for Publication of Ordinance 26-2608 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

WHEREAS, City Code states if the City Council of the City of Blaine determines, pursuant to Minn. Stat. § 412.191, subd. 4, that publication of the title and a summary of an ordinance would clearly inform the public of the intent and effect of the ordinance, the Council may, by a four-fifths vote of its membership, direct that only the title of the ordinance and a summary be published with notice that a printed copy of the entire ordinance is available for inspection by any person during regular office hours in the office of the City Clerk. The publication of the title and summary shall be deemed to fulfill all legal publication requirements as completely as if the entire ordinance had been published; and

WHEREAS, the following is the official summary of Ordinance 26-2608 adopted by the Blaine City Council on July 7, 2026, and providing for its publication on the City's website and available for review/inspection in the City's Clerk's Office granting Xcel Energy a franchise for an electric distribution system in the City of Blaine; and

WHEREAS, the City Council of the City of Blaine determined that the Ordinance Summary clearly informs the public of the intent and effect of Ordinance 26-2608 establishing a franchise for Xcel Energy to construct, operate, repair, and maintain an electric distribution system and transmission lines, including necessary poles, lines, fixtures and appurtenances, for the furnishing of electric energy to the City.

NOW, THEREFORE, BE IT RESOLVED, that the Blaine City Council by the City Council of the City of Blaine hereby directs that the title and Ordinance Summary of amendments shall be published in the official city newspaper and hereby gives notice that printed copies of the complete ordinance are available for inspection by any person during regular office hours at the Office of the Blaine City Clerk, and that a copy of the entire text shall be posted in the official posting place in the City, and further directs that a copy of this Resolution, as enacted will be published.

PASSED by the City Council of the City of Blaine this 7th of July, 2026.



City of Blaine

Staff Report

File Number: RES 26-138

Agenda Date	Status
July 6, 2026	
In Control	File Type
City Council	Resolution

Administration - Cathy Sorensen, City Clerk

Agenda Item # 10.4

Summary Resolution for Publication of Ordinance 26-2609 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

Executive Summary

The proposed resolution allows for the publication of title and summary of Ordinance 26-2609 granting Xcel Energy a nonexclusive franchise for gas energy in the City of Blaine.

Background

Minnesota Statute 412.191, Subd. 4, provides for publication of the title and summary of an ordinance in the case it is lengthy if the city council determines that publication of the title and a summary would clearly inform the public of the intent and effect of the ordinance. As Ordinance 26-2609 is lengthy, staff is recommending adoption of the proposed summary resolution. The summary resolution requires an affirmative vote of four-fifths of the council and the entire ordinance is available for inspection during regular office hours at city hall and can be forwarded upon request.

Strategic Plan Relationship

Board/Commission Review

Financial Impact

Public Outreach/Input

Staff Recommendation

By motion, adopt the resolution providing for a summary publication of Ordinance 26-2609 allowing for publication of title and summary of Ordinance 26-2609 granting Northern States Power Company, D/B/A/ Xcel Energy a nonexclusive franchise for gas energy in the City of Blaine.

Attachment List

None



City of Blaine

Signature Copy

Resolution: RES 26-138

Summary Resolution for Publication of Ordinance 26-2609 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

WHEREAS, City Code states if the City Council of the City of Blaine determines, pursuant to Minn. Stat. § 412.191, subd. 4, that publication of the title and a summary of an ordinance would clearly inform the public of the intent and effect of the ordinance, the Council may, by a four-fifths vote of its membership, direct that only the title of the ordinance and a summary be published with notice that a printed copy of the entire ordinance is available for inspection by any person during regular office hours in the office of the City Clerk. The publication of the title and summary shall be deemed to fulfill all legal publication requirements as completely as if the entire ordinance had been published; and

WHEREAS, the following is the official summary of Ordinance 26-2609 adopted by the Blaine City Council on July 7, 2026, and providing for its publication on the City's website and available for review/inspection in the City's Clerk's Office granting Northern States Power Company, D/B/A/ Xcel Energy for gas energy in the City of Blaine; and

WHEREAS, the City Council of the City of Blaine determined that the Ordinance Summary clearly informs the public of the intent and effect of Ordinance 26-2609 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](#)

NOW, THEREFORE, BE IT RESOLVED, that the Blaine City Council by the City Council of the City of Blaine hereby directs that the title and Ordinance Summary of amendments shall be published in the official city newspaper and hereby gives notice that printed copies of the complete ordinance are available for inspection by any person during regular office hours at the Office of the Blaine City Clerk, and that a copy of the entire text shall be posted in the official posting place in the City, and further directs that a copy of this Resolution, as enacted will be published.

PASSED by the City Council of the City of Blaine this 7th of July, 2026.