



City of Blaine

City Council

October 16, 2023 | 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. Communications

6. Open Forum

Open Forum is an opportunity for the public to present an issue or concern to City Council. There is a maximum of fifteen minutes set aside for open forum. Each presentation should be limited to no more than three minutes. If your item needs follow-up from the City, staff will arrange for that follow-up and will contact you to let you know what is being done. Thank you for coming this evening.

7. Adoption of Agenda

8. 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 or citizen so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

8.1. 2023-494 Schedule of Bills Paid
Sponsors: Jason Zimmerman, Finance Director

8.2. 2023-491 Approval of Minutes
Sponsors: Cathy Sorensen, City Clerk

8.3. 2023-497 Renew SCORE Funds Agreement with Anoka County
Sponsors: Jason Zimmerman, Finance Director

8.4. 2023-505 Approve temporary parking restrictions for a Halloween event on October 31, 2023.
Sponsors: Mark Boerboom

8.5. 2023-511 Approve a Temporary On-Sale Intoxicating Liquor License for Infinite Campus Foundation to Host a Fundraiser at Infinite Campus, 4321 109th Avenue NE
Sponsors: Cathy Sorensen, City Clerk

9. 7:00 PM - Public Hearing and Items Published for a Certain Time

9.1. 2023-478 Unmanned Aircraft System (UAS) Drone Program
Sponsors: Travis Hale

10. Development Business

10.1. ORD 23-2531 Second Reading
Ordinance Granting a Rezoning from I-1 (Light Industrial) to I-1A (Light Industrial) at 8888 Xylite Street NE. Stinson Electric (Case File No. 23-0067/EES)
Sponsors: Sheila Sellman, City Planner

10.2. ORD 23-2530 Second Reading
Interim Ordinance Extending the Study Period and Moratorium for the Northtown Area. Ordinance 23-2524. City of Blaine (Case File No. 23-0040/SAS)
Sponsors: Sheila Sellman, City Planner

11. Administration

11.1. 2023-495 Motion to Authorize the Mayor and City Manager to Enter into a Contract with Walters Recycling and Refuse, Inc. for Organized Collection of Garbage, Refuse, Recyclable Materials and Yard Waste from July 1, 2024 to June 30, 2029
Sponsors: Jason Zimmerman, Finance Director

11.2. RES 23-153 105th Avenue Redevelopment Project Agreements Related to Land Owned by the Minnesota Amateur Sports Commission
Sponsors: Erik Thorvig, Community Development Director

11.3. 2023-493 Motion to Authorize Mayor and City Manager to Enter into a Contract with Bolton & Menk, Inc. for Professional Services for Engineering Design Services for the Lift Station 13 Force Main - Phase 2, Improvement Project No. 23-30.
Sponsors: Nick Fleischhacker, Public Works Director

- 11.4.** 2023-499 Resolution Providing for the Competitive Negotiated Sale of \$24,665,000 General Obligation Improvement and Utility Revenue Bonds, Series 2023A
Sponsors: Jason Zimmerman, Finance Director
- 11.5.** RES 23-169 Amend the 2023 Storm Sewer Fund Budget and Capital Improvement Program
Sponsors: Jason Zimmerman, Finance Director
- 11.6.** RES 23-168 Resolution Accepting a Quote from Winberg Companies, LLC in the Amount of \$46,141.70 for the Willowbrook 3rd Addition Drintile Improvement Project, Improvement Project No. 22-55.
Sponsors: Daniel Schluender, Director of Engineering
- 11.7.** 2023-496 Motion to Adopt the 2023-2026 City of Blaine Strategic Plan
Sponsors: Ben Hayle, Communications Manager

12. Other Business

13. Adjournment

CITY OF BLAINE**SCHEDULE OF BILLS PAID****APPROVED ON 10/16/2023 FOR PAYMENTS THE WEEK OF 9/22/2023**

Vendor Name	Description	Amount
3M OPEN	3M Open Internet Setup	\$ 600.00
ACCESS	Data Storage	\$ 116.60
AIR MECHANICAL INC	Permit Refund	\$ 60.00
ALLEGRA PRINT & IMAGING	BPD letterhead	\$ 585.26
ALLEGRA PRINT & IMAGING	citizen academy booklets	\$ 381.86
AMAZON CAPITAL SERVICES	Supplies for Snow plow books	\$ 411.16
AMAZON CAPITAL SERVICES	address labels, computer stand	\$ 76.58
AMAZON CAPITAL SERVICES	Patrol supplies	\$ 131.40
AMAZON CAPITAL SERVICES	Batteries for PD 5125	\$ 1,431.96
AMAZON CAPITAL SERVICES	Printer for the Jail	\$ 219.00
AMCS GROUP INC	Software Subscription	\$ 389.71
APPRIZE TECHNOLOGY SOLUTIONS	monthly benefits charge	\$ 1,331.68
ASPEN MILLS INC	uniforms and clothing	\$ 1,447.60
ASPEN MILLS INC	uniforms and clothing	\$ 56.45
ASPEN MILLS INC	uniforms and clothing	\$ 249.80
ASPEN MILLS INC	uniforms and clothing	\$ 6.95
ASPEN MILLS INC	uniforms and clothing	\$ 48.50
ASPEN MILLS INC	uniforms and clothing	\$ 1,995.86
ASPEN MILLS INC	uniforms and clothing	\$ 194.85
ASPEN MILLS INC	uniforms and clothing	\$ 1,168.95
ASPEN MILLS INC	uniforms and clothing	\$ 189.95
ASPEN MILLS INC	uniforms and clothing	\$ 15.00
ASPEN MILLS INC	uniforms and clothing	\$ 148.85
ASPEN MILLS INC	uniforms and clothing	\$ 129.90
ASPEN MILLS INC	uniforms and clothing	\$ 285.85
ASPEN MILLS INC	uniforms and clothing	\$ 978.95
ASPEN MILLS INC	uniforms and clothing	\$ 139.99
ASPEN MILLS INC	uniforms and clothing	\$ 224.34
ASPEN MILLS INC	uniforms and clothing	\$ 82.91
ASPEN MILLS INC	uniforms and clothing	\$ 74.45
ASPEN MILLS INC	uniforms and clothing	\$ 108.90
ASPEN MILLS INC	uniforms and clothing	\$ 32.00
ASPEN MILLS INC	uniforms and clothing	\$ 42.49
ASPEN MILLS INC	uniforms and clothing	\$ 84.98
ASPEN MILLS INC	uniforms and clothing	\$ 84.98
ASPEN MILLS INC	uniforms and clothing	\$ 205.47
ASPEN MILLS INC	uniforms and clothing	\$ 978.95
ASPEN MILLS INC	uniforms and clothing	\$ 1,357.80
ASPEN MILLS INC	uniforms and clothing	\$ 42.49
ASPEN MILLS INC	uniforms and clothing	\$ 751.49

ASPEN MILLS INC	uniforms and clothing	\$ 1,307.80
ASPHALT SURFACE TECHNOLOGIES	FA2 material for Streets	\$ 811.20
AT&T MOBILITY	Cell Phone Service	\$ 9,972.33
AXON ENTERPRISES INC	taser holsters	\$ 385.00
BARNUM COMPANIES INC	maintenance check on PD gate	\$ 828.40
BATTERIES PLUS BULBS	Back up batteries	\$ 50.30
BLAINE BROTHERS INC	Transmission replace 1287	\$ 9,538.16
BOLTON & MENK INC	2022 AT&T Tower #2	\$ 772.00
BOLTON & MENK INC	Sprint Decom Tower #2	\$ 577.50
BOLTON & MENK INC	WTP1 Coating Observations	\$ 412.50
BOULDER CONTRACTING LLC	Escrow Refund - 4845 130th Ln NE	\$ 5,000.00
CALIBER COLLISION - BROOKLYN PARK	Repairs to Squad 5323	\$ 10,051.10
CAPITAL ONE TRADE CREDIT	Break away switch/cable-Stock	\$ 135.91
CAPITAL TRUST DEVELOPMENT	PC20-06, Alexander Woods	\$ 7,500.00
CARLSON MCCAIN INC	Austin St Extension	\$ 23,712.80
CENTENNIAL SCHOOL DIST 12	Summer Fun Program staff	\$ 6,000.00
CENTERPOINT ENERGY	750 Cloverleaf Parkway	\$ 80.00
CENTERPOINT ENERGY	Gas Service	\$ 306.05
CENTRAL TURF & IRRIGATION SUPPLY	Irrigation Parts	\$ 466.56
CHESNESS SHERI	MPELRA conference	\$ 177.58
CHET'S SHOES LLC	Chainsaw/Winter boots	\$ 547.39
CINTAS CORPORATION	Uniform/Rug Rentals - PW	\$ 408.63
CINTAS CORPORATION	MAYC mats, mops, towels etc	\$ 31.87
COMCAST	Internet and Television - MAYC	\$ 243.29
COMCAST	Public Works Internet Service	\$ 201.27
CONNEXUS ENERGY-UTILITY PAYMENTS	2150 106th Ln NE	\$ 61.70
CONNEXUS ENERGY-UTILITY PAYMENTS	10600 Radisson Rd NE	\$ 48.57
CONNEXUS ENERGY-UTILITY PAYMENTS	10590 Radisson Rd NE	\$ 45.78
CONNEXUS ENERGY-UTILITY PAYMENTS	10601 Nassau St NE	\$ 14.50
CONNEXUS ENERGY-UTILITY PAYMENTS	10601 Nassau St NE	\$ 35.00
CONNEXUS ENERGY-UTILITY PAYMENTS	10603 Nassau St NE	\$ 35.00
CONNEXUS ENERGY-UTILITY PAYMENTS	10605 Nassau St NE	\$ 35.00
CONNEXUS ENERGY-UTILITY PAYMENTS	4111 131st Ave NE	\$ 60.41
CONSTRUCTION RESULTS CORP	HYDRANT METER DEPOSIT REFUND	\$ 375.00
CREATIVE HOMES INC	Escrow Refund - 12745 Stutz Ct NE	\$ 5,000.00
CREATIVE HOMES INC	Escrow Refund - 12785 Stutz Ct NE	\$ 5,000.00
CREATIVE HOMES INC	Escrow Refund - 4853 127th Cir NE	\$ 5,000.00
CUB FOODS INC - THE VILLAGE	N2U event consumables	\$ 102.85
CUB FOODS INC - THE VILLAGE	Summer Adult Sports Gift cards	\$ 1,206.00
CUB FOODS INC - THE VILLAGE	Administrative supplies	\$ 108.01
CUB FOODS INC - THE VILLAGE	Administrative supplies	\$ 19.96
CUMMINS SALES AND SERVICE	Generator Maint - WTP 2	\$ 7,534.39
CUSTOM TRUCK ONE SOURCE	Hyd Saw/parts for 1236	\$ 189.64
CUSTOM TRUCK ONE SOURCE	Hyd Saw/parts for 1236	\$ 1,592.00
DONE RIGHT AUTO DETAIL	Auto Detail for 3402	\$ 200.00
DWYER RICHARD LEE	band for Oktober Fest	\$ 1,000.00
EBEL CRAIG	Polka band for Oktober Fest	\$ 800.00

ECKBERG LAMMERS PC	Prosecution Fees	\$ 22,039.49
ECM PUBLISHERS INC	2023 Public Hearing Notices	\$ 80.62
EMERGENCY AUTOMOTIVE	Squad Build Equipment	\$ 17,046.55
EMERGENCY AUTOMOTIVE	Squad Build Equipment	\$ 5,853.03
ETERNITY HOMES LLC	13080 Marmon Ct NE	\$ 7,400.00
ETERNITY HOMES LLC	4837 130th Ln NE	\$ 7,400.00
FLOWSEAL SURFACE MAINTENANCE INC	2023 Crack Sealing Project	\$ 36,350.00
FRIENDLY CHEVROLET INC	Rotors for PD Stock	\$ 440.72
FRIENDLY CHEVROLET INC	Rotors for PD Stock	\$ 455.24
FRIENDLY CHEVROLET INC	Rotors for PD Stock	\$ 910.48
FRIENDLY CHEVROLET INC	Spark Plugs - 5245	\$ 88.48
GOPHER STATE ONE CALL INC	Water & Sewer Locate Fees	\$ 1,675.35
GREAT RIVER GREENING	Wetland Sanctuary South	\$ 4,869.13
GREAT RIVER GREENING	Wetland Sanctuary South	\$ 3,492.00
GROUP HEALTH NON-PATIENT A/R	July Employee Wellness Program	\$ 180.09
GROUP HEALTH NON-PATIENT A/R	monthly benefits charge for EAP	\$ 233.00
HAUGO GEO TECHNICAL SERVICES LLC	Construction Materials Testing	\$ 1,753.00
HAWKINS INC	Water Treatment Chemicals	\$ 12,859.35
HAWKINS INC	Water Treatment Chemicals	\$ 6,747.00
HOLIDAY COMPANIES	Car Washes - PD	\$ 875.00
HOLIDAY COMPANIES	Car Washes - Comm. Stds.	\$ 45.00
HOSE PROS LLC	New Vactor Gate valve/hoses	\$ 725.49
I & S GROUP INC	Aquatore Bandshell	\$ 20,767.50
INSIGHT PUBLIC SECTOR INC	Cisco Switch Cables	\$ 498.26
ISOM HARLAN G	Softball Umpire Fees	\$ 610.00
IUOE LOCAL 49 FRINGE BENEFIT FUNDS	August Apprenticeship Fund	\$ 678.40
JANG HELEN	Refund for License	\$ 1,400.00
JEFF BELZER'S ROSEVILLE AUTO INC	Belly Pan for 5322	\$ 49.01
JEFF BELZER'S ROSEVILLE AUTO INC	Tie Rod/Shaft-Axle/Wheel - 5323	\$ 784.43
JOHNSON LITHO GRAPHICS	September/October City Newsletter	\$ 13,268.29
JOHNSON LITHO GRAPHICS	September MAYCConnect Newsletter	\$ 1,847.62
KUEPERS INC	HYDRANT METER DEPOSIT REFUND	\$ 275.22
KURITA AMERICA INC	Additional Filter Gravel, I/P 23-21	\$ 600.00
LANGUAGE LINE SERVICES INC	Language Line charges - Aug 2023	\$ 440.43
LAWSON PRODUCTS INC	Mechanic shop supplies	\$ 16.38
LENNAR	Escrow Refund - 13070 Jewell Cir NE	\$ 7,400.00
LENNAR	Escrow Refund - 870 111th Ln NE	\$ 4,900.00
LENNAR	Escrow Refund - 12891 Erskin Cir NE	\$ 5,000.00
LENNAR	PC20-0012, Wicklow Cove	\$ 10,000.00
LEXINGTON COVE HOMEOWNERS ASSOC	Park & Rec Refund	\$ 100.00
LITTLE BLUE'S TRAVELING ZOO LLC	petting zoo for Oktoberfest	\$ 789.00
LOCKRIDGE GRINDAL NAUEN PLLP	2023 State Lobbyist Services	\$ 3,166.66
LOGIS	Special Assessment Software	\$ 1,793.00
LRS PORTABLES OF MINNESOTA	Satellite Rental - Parks	\$ 10,352.63
M/I HOMES	Escrow Refund - 1114 112th Ln NE	\$ 4,900.00
M/I HOMES	Escrow Refund - 1109 112th Ln NE	\$ 5,000.00
M/I HOMES	Escrow Refund - 1094 111th Ln NE	\$ 5,000.00

M/I HOMES	Escrow Refund - 11146 Fillmore St NE	\$ 5,000.00
M/I HOMES	Escrow Refund - 1103 112th Ln NE	\$ 5,000.00
MANAGED SERVICES INC	CH towels, TP	\$ 484.83
MANSFIELD OIL COMPANY	Motor Fuel	\$ 12,716.54
MANSFIELD OIL COMPANY	Motor Fuel	\$ 10,818.11
MAROTTE PAUL LOREN	Softball Umpire Fees	\$ 232.00
MARSDEN BUILDING MAINTENANCE	PW janitorial services	\$ 2,251.25
MARTIN MARIETTA MATERIALS	Street Patching Material	\$ 1,459.08
MARTIN MARIETTA MATERIALS	Street Patching Material	\$ 1,448.91
MARTIN MARIETTA MATERIALS	Street Patching Material	\$ 1,516.52
MARTIN MARIETTA MATERIALS	Street Patching Material	\$ 1,212.65
MARTIN MARIETTA MATERIALS	Street Patching Material	\$ 889.85
MARTIN MARIETTA MATERIALS	Street Patching Material	\$ 1,244.70
MC TOOL & SAFETY SALES	Safety Supplies for PW	\$ 136.57
MC TOOL & SAFETY SALES	Safety Supplies for PW	\$ 271.71
MC TOOL & SAFETY SALES	Safety Gear	\$ 219.18
MENARDS - BLAINE	Squad Supplies - Velcro and Tape	\$ 18.98
MENARDS - BLAINE	Tree Pruner - Streets	\$ 89.99
MENARDS - BLAINE	CH light and plumbing	\$ 198.13
MENARDS - BLAINE	MAYC salt pellets	\$ 159.99
MENARDS - BLAINE	Supplies for the Range	\$ 59.59
MENARDS - BLAINE	Supplies for the Range	\$ 27.96
MENARDS - BLAINE	supplies for WorldFest	\$ 41.95
METRO-INET	Internet Support Services	\$ 3,031.00
METROPOLITAN COUNCIL	MCES 2023 Wastewater Services	\$ 421,854.86
MIDWAY FORD COMPANY	Wiper Blades	\$ 30.00
MINNEAPOLIS OXYGEN COMPANY	Oxygen Cylinders for PD	\$ 122.57
MINNESOTA OCCUPATIONAL HEALTH	pre-employment testing	\$ 2,930.00
MINNESOTA VALLEY TESTING LABS	Water testing at Lakeside Park	\$ 83.60
MINUTE MAKER SECRETARIAL	Council Minutes	\$ 1,042.25
MINUTE MAKER SECRETARIAL	2023 NRCB Minutes	\$ 159.00
MN RECREATION AND PARK ASSOC	Emerging Recreation Leaders Institute	\$ 299.00
MOBILE PRO SYSTEMS	Camera Trailer/Tech Support	\$ 359.40
MOHAMED ABDOSH	Escrow Refund	\$ 5,000.00
NEWMARK HOMES	Escrow Refund - 2684 128th Ct NE	\$ 4,700.00
NEWMARK HOMES	Escrow Refund - 12952 Alamo Ct NE	\$ 4,800.00
NEWMARK HOMES	Escrow Refund - 12932 Alamo Ct NE	\$ 4,700.00
PANERA BREAD COMPANY	SP18-0010, Panera Bread	\$ 29,885.31
PERFORMANCE LAWN CARE	Lawn mowing - violation	\$ 187.03
PERFORMANCE LAWN CARE	Lawn mowing - violation	\$ 149.63
PERFORMANCE LAWN CARE	Lawn mowing - violation	\$ 350.55
PERFORMANCE LAWN CARE	Lawn mowing - violation	\$ 168.33
PERFORMANCE LAWN CARE	Lawn mowing - violation	\$ 112.22
PERFORMANCE LAWN CARE	Lawn mowing - violation	\$ 112.22
PERFORMANCE LAWN CARE	Lawn mowing - violation	\$ 168.33
PERFORMANCE LAWN CARE	Lawn mowing - violation	\$ 168.33
PERFORMANCE LAWN CARE	Lawn mowing - violation	\$ 93.52

PERFORMANCE LAWN CARE	Lawn mowing - violation	\$ 187.03
PERFORMANCE LAWN CARE	Lawn mowing - violation	\$ 149.63
PERFORMANCE LAWN CARE	Lawn mowing - violation	\$ 96.19
PRECISE MRM LLC	GPS Management	\$ 1,340.00
PRINT CENTRAL	business cards	\$ 39.00
PRO-TEC DESIGN INC	water tower 1 panel connection	\$ 1,766.54
QC DANCE INC	reimbursement for dance programs	\$ 6,392.00
RCM SPECIALTIES INC	Street Patching Material	\$ 1,118.48
RIDGEWAY & ASSOCIATES	Mental Wellness Program	\$ 2,590.00
RIVARD COMPANIES INC	Tree Removal	\$ 900.00
RIVARD COMPANIES INC	Tree Removal	\$ 950.00
RIVARD COMPANIES INC	Tree Removal in Palmer Park	\$ 1,225.00
ROADKILL ANIMAL CONTROL	Disposal of Dead Deer	\$ 103.00
ROBINSON LANDSCAPING INC	Sod for Water/Sewer Dept.	\$ 288.00
ROETERING JOHN	Mileage Reimbursement	\$ 102.77
ROTO ROOTER SERVICES COMPANY	Escrow Refund - 8850 University Ave	\$ 2,000.00
SAM'S CLUB/SYNCHRONY BANK	Food for safety camp	\$ 634.03
SAM'S CLUB/SYNCHRONY BANK	Concessions for Lakeside Park	\$ 104.40
SAM'S CLUB/SYNCHRONY BANK	supplies for grandchild day	\$ 130.40
SAM'S CLUB/SYNCHRONY BANK	tents for WorldFest	\$ 470.88
SAM'S CLUB/SYNCHRONY BANK	General Supplies	\$ 21.40
SAM'S CLUB/SYNCHRONY BANK	food for event	\$ 176.23
SAM'S CLUB/SYNCHRONY BANK	Credit	\$ (73.74)
SORENSEN CATHY	Reimbursement	\$ 122.02
STATE OF MINNESOTA	court costs	\$ 122.50
STREICHER'S	Practice ammo/taser holster	\$ 59.99
SUBURBAN TIRE WHOLESALE INC	Wheels/Tires-Distracted Driving Truck	\$ 2,972.00
SUBURBAN TIRE WHOLESALE INC	Tires for PD 5275	\$ 705.60
TKDA AND ASSOCIATES INC	TH65 Access Improve, IP 21-01	\$ 25,357.21
TOTAL COMPLIANCE SOLUTIONS INC	update policy	\$ 250.00
TRI-STATE BOBCAT INC	Air Filter/water Kit - PW Stock	\$ 164.28
TRUGREEN PROCESSING CENTER	Contract for weed spraying in parks	\$ 7,321.00
TWIN CITIES TRANSPORT & RECOVERY	Tow for Squad 5300	\$ 125.00
TWIN CITIES TRANSPORT & RECOVERY	Tow for case #23-212403	\$ 260.00
UTILITY LOGIC LLC	Locator magnetic extension	\$ 221.27
XCEL ENERGY	Electric Service	\$ 15.13
XCEL ENERGY	Electric Service	\$ 76.19
XCEL ENERGY	Electric Service	\$ 17.20
ZHAO XING	Escrow Refund 092223	\$ 500.00
ZIEGLER INC	Filters for PW Stock	\$ 47.58
		\$ 940,398.96

CITY OF BLAINE

**SUBSET OF PAYMENTS BETWEEN \$20,000 AND \$50,000 FROM THE SCHEDULE OF BILLS PAID
APPROVED ON 10/16/2023 FOR PAYMENTS THE WEEK OF 9/22/2023**

Vendor Name	Description	Amount
I & S GROUP INC	Aquatone Bandshell	\$ 20,767.50
ECKBERG LAMMERS PC	Prosecution Fees	\$ 22,039.49
CARLSON MCCAIN INC	Austin St Extension	\$ 23,712.80
TKDA AND ASSOCIATES INC	TH65 Access Improve, IP 21-01	\$ 25,357.21
PANERA BREAD COMPANY	SP18-0010, Panera Bread	\$ 29,885.31
FLOWSEAL SURFACE MAINTENANCE INC	2023 Crack Sealing Project	\$ 36,350.00

CITY OF BLAINE**SCHEDULE OF BILLS PAID****APPROVED ON 10/16/2023 FOR PAYMENTS THE WEEK OF 9/29/2023**

Vendor Name	Description	Amount
3M COMPANY	Sign shop sheeting/film	\$ 3,234.38
ALLEGRA PRINT & IMAGING	Justen business cards	\$ 65.20
ALLEGRA PRINT & IMAGING	Dog license warning forms	\$ 88.97
ALLEGRA PRINT & IMAGING	Matzke business cards	\$ 65.20
AMAZON CAPITAL SERVICES	Office Supplies	\$ 149.47
AMAZON CAPITAL SERVICES	Professional Development Materials	\$ 17.95
AMAZON CAPITAL SERVICES	Calendars	\$ 59.31
AMAZON CAPITAL SERVICES	Office Supplies	\$ 148.71
AMAZON CAPITAL SERVICES	Brochure holders, Hi-lighters, folders	\$ 141.93
AMAZON CAPITAL SERVICES	Key board and wrist rest	\$ 47.43
ANOKA HENNEPIN COMMUNITY ED	room rental for Little School August	\$ 350.00
BCI CONSTRUCTION INC	Aquatore Bandshell Construction	\$ 161,798.30
BCI CONSTRUCTION INC	Aquatore Bandshell Construction	\$ 434,745.65
BEDELL JENNIFER	Notary registration fee	\$ 20.50
BLAINE BROTHERS INC	Air valve for 1241	\$ 266.29
BOYER TRUCKS - LAUDERDALE	Front brake cans for 1200	\$ 430.04
BOYER TRUCKS - LAUDERDALE	Capital: Streets F550 #1320	\$ 78,254.25
BRAUN INTERTEC CORPORATION	Construction Materials Testing	\$ 9,853.50
BROADWAY TENT & EVENT	Dance floor for Oktober Fest	\$ 780.00
CALIBER COLLISION - BROOKLYN PARK	Repairs to Squad 5306	\$ 4,778.35
CENTRAL TURF & IRRIGATION SUPPLY	Tree/Shrub Killer - Storm Water	\$ 714.76
CENTRAL TURF & IRRIGATION SUPPLY	Insurance Claim	\$ 745.80
CENTURYLINK	Telephone Service	\$ 124.19
CENTURYLINK	Telephone Service	\$ 69.27
CINTAS CORPORATION	CH mats	\$ 197.70
CINTAS CORPORATION	Uniform/Rug Rentals - PW	\$ 183.36
CINTAS CORPORATION	MAYC mats, mops, towels etc	\$ 31.87
CONNEXUS ENERGY	New Transformer-Jim Peterson Park	\$ 3,881.03
CONNEXUS ENERGY-UTILITY PAYMENTS	August 2023 Electric	\$ 89,042.79
CRAIG RAPP LLC	Strategic Plan Facilitation Fees	\$ 4,625.00
CRYSTEEL TRUCK EQUIPMENT	Pendent Control for 4492	\$ 855.77
CUMMINS SALES AND SERVICE	CH inspection on generator	\$ 298.54
CYBER ADVISORS INC	M365 SkyKick Backup	\$ 1,200.00
DEERE & COMPANY	Capital: Large Tractor #2434	\$ 88,135.12
ECKBERG LAMMERS PC	Legal - Retainer	\$ 2,736.00
ECKBERG LAMMERS PC	Legal - Retainer	\$ 13,781.50
ECKBERG LAMMERS PC	Legal - Retainer	\$ 3,250.00
ECM PUBLISHERS INC	Sober house public hearing notice	\$ 96.75
ELECTRIC PUMP INC	Capital: Lift Station 16 Rehab	\$ 245,936.00
ENDORF TIMOTHY	Home Improvement Grant	\$ 5,000.00

FACTORY MOTOR PARTS COMPANY	Air filters: PW Stock	\$	141.80
FACTORY MOTOR PARTS COMPANY	Batteries for PW Stock	\$	1,258.56
FAITH CONSTRUCTION COMPANY	Escrow Refund - 9067 Xylite St NE	\$	3,750.00
FERGUSON WATERWORKS #2518	Curb stop repair parts	\$	1,049.16
FISERV	August FISERV Payment	\$	146.36
FRIENDLY CHEVROLET INC	Brake Parts - PD Stock	\$	1,000.48
FRIENDLY CHEVROLET INC	Wiper Blades	\$	44.20
FRIENDLY CHEVROLET INC	Wiper Blades - PD Stock	\$	88.40
FRIENDLY CHEVROLET INC	Vehicle-Parts	\$	(881.44)
G4CM LLC	B22-02755, Taco Bell	\$	20,356.00
GARY CARLSON EQUIPMENT COMPANY	Sewer Ball Rental - LS21	\$	120.00
GENOSKY ANN	Pot roasts for MAYC dinner	\$	804.05
GLACIER NORTH PLUMBING INC	Permit Refund B23-03291	\$	75.00
HANDT JOY	Sleigh for winter celebration	\$	650.00
HAWKINS INC	Water Treatment Chemicals	\$	8,014.15
HOME DEPOT USA	Permit Refund B23-01132	\$	80.00
IMPACT PROVEN SOLUTIONS	UTILITY BILLING INVOICE PRINTING	\$	5,478.82
INSIGHT PUBLIC SECTOR INC	Docking stations	\$	317.52
INSTRUMENTAL RESEARCH INC	Water Sample Testing	\$	840.00
ISOM HARLAN G	Softball Umpire Fees	\$	378.00
JOB GLORIA D	Cooking Class instruction	\$	160.00
JONATHAN HOMES OF MN LLC	Escrow Refund - 4601 131st Ave NE	\$	5,000.00
KUEPERS INC	Glenfield Park Estates	\$	277,227.50
KUEPERS INC	Groveland Village/Glenfield Park Estates	\$	613,226.00
LAWSON PRODUCTS INC	Mechanic shop supplies	\$	23.50
LAWSON PRODUCTS INC	Mechanic shop supplies	\$	855.56
M/I HOMES	Escrow Refund - 11144 Fillmore St NE	\$	5,000.00
MACQUEEN EQUIPMENT INC	Capital; Storm Vac-con Combo	\$	576,861.14
MADDEN GALANTER HANSEN LLP	legal fees	\$	420.00
MANSFIELD OIL COMPANY	Motor Fuel	\$	10,846.85
MANSFIELD OIL COMPANY	Motor Fuel	\$	9,460.76
MARTIN MARIETTA MATERIALS	Street Patching Material	\$	601.23
MC TOOL & SAFETY SALES	New Vactor Peltor Headsets/Chisel	\$	2,354.03
MC TOOL & SAFETY SALES	Safety Gear	\$	86.00
MC TOOL & SAFETY SALES	Safety glasses/gloves/bibs	\$	216.90
MC TOOL & SAFETY SALES	Safety glasses/gloves/bibs	\$	602.00
MC TOOL & SAFETY SALES	Safety Gear	\$	148.06
MC TOOL & SAFETY SALES	Safety Gear	\$	86.00
MC TOOL & SAFETY SALES	PPE supplies for Storm	\$	375.00
MC TOOL & SAFETY SALES	PPE supplies for Storm	\$	344.00
MC TOOL & SAFETY SALES	Safety Gear	\$	98.06
MC TOOL & SAFETY SALES	Safety Gear	\$	86.00
MED COMPASS	PW Hearing Tests - Sept 2023	\$	1,112.50
MENARDS - BLAINE	MAYC batteries, commercial felt, soap	\$	60.67
MENARDS - BLAINE	Gate repair at Reservoir	\$	78.98
MENARDS - BLAINE	Lock boxes for Baseball Shed	\$	73.98
MENARDS - BLAINE	Spray paint for disc golf course	\$	19.96

MENARDS - BLAINE	Light bulbs, switch, adhesive remover	\$	92.19
MENARDS - BLAINE	Tools; Planer, trowels, putty knives	\$	138.77
MERSC	Membership Renewal	\$	175.00
METRO WATERSHED PARTNERS	2023 Membership	\$	4,400.00
MIDWAY FORD COMPANY	Switch for 5301	\$	74.69
MILLZ HOUSE	Sport Court at Lakeside Park	\$	15,450.00
MINNEAPOLIS OXYGEN COMPANY	Oxygen Cylinders for PD	\$	505.86
MINNESOTA DEPARTMENT OF HEALTH	Exam Certificate Fee- Withrow	\$	32.00
MINNESOTA HIGHWAY SAFETY	Defensive Driving Refresher Class	\$	432.00
MN BOARD OF WATER AND SOIL RESOURCES	Wetland Credits Admin fee	\$	252.57
NEW HORIZONS MINNESOTA	SharePoint class for Janis Moore	\$	545.00
NORTHERN SANITARY SUPPLY CO INC	Liners/Deodorant for Parks	\$	346.38
NORTHWAY SPORTS	Door Hinges for 5294	\$	84.99
NORTHWAY SPORTS	Door Hinges for 5294	\$	109.99
OPPORTUNITY SERVICES INC	Cleaning Services - August	\$	2,688.93
OPUS	Sanctuary Business Center	\$	73,276.60
PARK CONSTRUCTION COMPANY	2022 Street Reconstructions	\$	90,603.76
PARK CONSTRUCTION COMPANY	99th Ave at Baltimore St Intersection	\$	294,722.14
PHASOR ELECTRIC COMPANY	Traffic Signal Repair; 109 & Jefferson	\$	260.00
PHASOR ELECTRIC COMPANY	WTP 3; Troubleshoot booster pump	\$	120.00
PIONEER PHOTOGRAPHY & SERVICES	Photography Presentation at MAYC	\$	280.00
PRAIRIE RESTORATIONS INC	Plant Mgmt - Monarch Pond	\$	1,225.00
PRINT CENTRAL	Business Cards	\$	39.00
PROFORM THERMAL SYSTEMS	Permit Refund Partial B23-02324	\$	499.87
PRO-TEC DESIGN INC	CH card reader project	\$	5,000.00
PRO-TEC DESIGN INC	PW card reader project	\$	7,600.00
PRO-TEC DESIGN INC	Card reader project	\$	10,769.67
REINKE KIMBERLY	Cupcakes for PW event	\$	185.50
ROERS COMPANIES	Lexington Meadows Apartments	\$	47,932.00
SELLMAN SHEILA	Supervisor's Conference	\$	157.46
SNAP-ON INDUSTRIAL	Tools for Mechanics Shop	\$	393.17
STANDARD INSURANCE COMPANY	Life Insurance - monthly	\$	8,301.00
STAR TRIBUNE-SUBSCRIPTIONS	Paper for MAYC lounge	\$	82.45
STATE OF MINNESOTA DEED	September 2023 Loan Payment	\$	1,568.24
STREICHER'S	practice ammo/taser holster	\$	21,096.00
SUBURBAN TIRE WHOLESALE INC	Tires for PW Stock	\$	571.86
SUN LIFE FINANCIAL	Long Term Disability Insurance	\$	5,201.57
SUNDGAARD JOSHUA	Gas for squad	\$	80.05
SZYPLINSKI RICHARD J	Entertainment at MAYC	\$	125.00
TEAMSTERS LOCAL #320 WELFARE	Police Dental	\$	7,866.00
TKDA AND ASSOCIATES INC	Lift Station 13 Forcemain Project	\$	4,303.96
ULINE	Mechanics Table/Sewer-Storm Gloves	\$	380.70
VERIZON WIRELESS	Telephone Service	\$	80.02
VERIZON WIRELESS	Telephone Service	\$	585.33
VICK WILLIAM	Reimbursement for CDL	\$	19.00
WALTERS RECYCLING & REFUSE INC	Organics Collection 2023	\$	150.00
WHOLESALE TRANSMISSION	Escrow Refund	\$	2,500.00

WHOLESALE TRANSMISSION	Escrow Refund	\$	2,500.00
ZARNOTH BRUSH WORKS INC	Bobcat brooms/drags - PW	\$	1,775.15
ZIEGLER INC	Radiator for 1229	\$	2,266.59
		\$	3,323,182.08

CITY OF BLAINE

**SUBSET OF PAYMENTS BETWEEN \$20,000 AND \$50,000 FROM THE SCHEDULE OF BILLS PAID
APPROVED ON 10/16/2023 FOR PAYMENTS THE WEEK OF 9/29/2023**

Vendor Name	Description	Amount
G4CM LLC	B22-02755, Taco Bell	\$ 20,356.00
STREICHER'S	practice ammo/taser holster	\$ 21,096.00
ROERS COMPANIES	Lexington Meadows Apartments	\$ 47,932.00

PAYROLL CHECKS AND WIRE TRANSFERS

MONTH: SEPTEMBER 2023

PAYROLL CHECKS

<u>DATE</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
09/14/23	VENDOR CHECKS	CHECK # 79705-79709	\$5,542.59
09/14/23	EMPLOYEES	DIRECT DEPOSITS	\$629,220.14
09/28/23	VENDOR CHECKS	CHECK #79710-79718	\$11,945.04
09/28/23	EMPLOYEES	DIRECT DEPOSITS	\$610,087.69

WIRE TRANSFERS

<u>DATE</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
09/14/23	STATE OF MINNESOTA	PAYROLL TAXES	\$44,006.37
09/14/23	I.R.S.	PAYROLL TAXES	\$198,951.82
09/14/23	USCM & US BANK	DEFERRED COMP & H.S.A	\$75,795.83
09/14/23	P.E.R.A.		\$184,515.28
09/20/23	STATE OF MINNESOTA	AUGUST SALES TAX	\$45,043.00
09/25/23	21ST CENTURY	CREDIT CARDS	\$17,340.07
09/28/23	STATE OF MINNESOTA	PAYROLL TAXES	\$42,496.48
09/28/23	I.R.S.	PAYROLL TAXES	\$193,700.92
09/28/23	P.E.R.A.		\$182,344.12
09/28/23	USCM & US BANK	DEFERRED COMP & H.S.A	\$60,161.88
		TOTAL	<u>\$2,301,151.23</u>



City of Blaine

City Council Workshop

October 2, 2023 | 5:30 PM
Blaine City Hall
10801 Town Square Drive NE
Blaine, MN 55449

MINUTES

NOTICE OF WORKSHOP MEETING

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

1. Call to Order

The meeting was called to order by Mayor Pro Tem Robertson at 5:35PM.

PRESENT: Mayor Tim Sanders (arrived at 5:42PM), Councilmembers Terra Fleming, Leslie Larson, Chris Massoglia, Tom Newland, Jess Robertson, and Lori Saroya.

ABSENT: None.

Quorum Present.

ALSO PRESENT: Community Development Director Erik Thorvig; City Planner Sheila Sellman; Safety Services Director/Police Chief Brian Podany; Fire Chief Dan Retka; Finance Director Jason Zimmerman; Finance Analyst Jenna Trittin; Public Works Director Nick Fleischhacker; Director of Engineering Dan Schluender; City Attorney Tom Loonan; Communications Manager Ben Hayle; and City Clerk Catherine Sorensen.

2. New Business

- 2.1. 2023-471 SBM Fire Department - Quarterly Update
Sponsors: Dan Retka, Fire Chief

Fire Chief Retka provided the Council with a quarterly update from the SBM Fire Department. He reviewed the 2023 statistics and explained that medical calls continue to rise. He reported EMT services were extremely busy and were grossly understaffed. He discussed how the department would have to begin thinking creatively about how to address this concern going forward. He commented on how they were increasing efforts on fire prevention which included CPR training and home safety surveys. He explained the department was creating social media videos in order to enhance the presence of the SBM

Fire Department. The department's recruiting efforts were further discussed. He reported the department recently hired a new mechanic who would be a great addition to the team. He commented further on the enhancements that have been made to the training division.

Councilmember Newland asked when the department would be moving to duty crews. Fire Chief Retka reported this would begin on January 1, 2024.

2.2. 2023-468 Board and Commission Appointments – 2023/2024
Sponsors: Cathy Sorensen, City Clerk

City Clerk Sorensen stated staff is seeking council input regarding the 2023/2024 board/commission vacancy process. She explained that as staff prepares to advertise for upcoming board and commission vacancies, staff is seeking input on how to address terms, wards, interviews, Park Advisory Board/NRCB vacancies, and the Traffic Commission vacancies.

Councilmember Newland stated he supported commission members serving two terms in most cases. However, on the Planning Commission he could support those with a knowledge base to remain in place longer.

Councilmember Robertson agreed it was important to have members of the Planning Commission in place that had proper knowledge and understanding in order for this board to function properly. She did not support staff changing the language except to share thoughts on why changes may be made to positions.

Councilmember Saroya questioned if the language addressed members of the public serving concurrently on two different boards. Ms. Sorensen reported three members currently serve on the Planning Commission and Charter Commission. She discussed how Charter Commission members were appointed by the Chief Justice based on statute and had 15 members.

Councilmember Newland supported staff clarifying that commissioners could only serve on one commission at a time.

Mayor Sanders stated the Charter Commission was unique and important and supported members serving on another commission.

Councilmember Newland supported this recommendation.

Councilmember Robertson supported the city seeking out individuals from specific geographic locations in the city for commission positions. She explained her preference would be to have geographic diversity on the city's boards, while allowing the council the option if there was a vacancy.

Councilmember Newland and Mayor Sanders agreed.

Council consensus was to follow the current policy to allow for extended terms on a case by

case basis that acknowledges the value in having commissioners with good knowledge of the board/commissions mission. Council did not desire having members serve on multiple commissions with the exception of the Charter Commission and supported ward representation where possible with the allowance to appoint outside a ward if applicants are not available.

Ms. Sorensen requested direction from the council on how to proceed with interviews.

Mayor Sanders stated he supported staff bringing forward the top three or four candidates for interviews. He noted the city currently has some attendance and quorum issues so he wanted to make sure future candidates were willing to show up and serve. In addition, he supported candidates only being able to apply for one or two boards/commissions. He commented on how important it was for the city to have a strong, functioning park board and traffic commission and supported offering adjunct positions as well.

Councilmember Robertson supported staff providing commission applicants with a list of other volunteer opportunities in the community.

Councilmember Saroya stated she supported this idea as it would encourage more members of the public to engage and volunteer.

Council requested applications be narrowed to allow for applicants to select one or two commissions and supported interviewing three or four applicants versus all, and work to engage those not selected in other opportunities, including adjunct members and assisting with WorldFest, OctoberFest, election judges, and Citizens Academy.

Ms. Sorensen questioned how the council wanted to proceed with the current one-year appointments on the NRCB/Park Boards.

Mayor Sanders stated he did not believe the council were ready to address this topic. He supported the council having a more robust discussion with staff along with the Park/NRCB members regarding the potential merger of these boards.

Councilmember Massoglia agreed the council should discuss this topic further at a future workshop meeting. He indicated he supported the merger of the Park Board and NRCB. He noted he would like all of the members on each of the commissions/boards to be treated the same.

Councilmember Robertson supported the council having a broader discussion regarding the future of the Park/NRCB.

Councilmember Newland explained he supported the merger of these two groups as well, but recommended a larger discussion be held at a future workshop meeting. He stated he was concerned with the term limits and how they had been extended for the NRCB.

Council requested a future workshop topic be brought forward to review the possible merger of the NRCB and Park Board but supported continuing the appointment process and terms similar to all other boards.

2.3. 2023-469 Refuse Contract and 2024 Budget
Sponsors: Jason Zimmerman, Finance Director

Finance Director Zimmerman stated at the September 7, 2022 Workshop, Council discussed both the proposed 2023 Refuse Utility Fund budget, and the refuse and recycling contract. The contract has been held by Walters Recycling and Refuse, Inc. ("Walters") of Blaine since 2015. The initial contract, which was for a 5½-year term, was extended in 2019 by the city council and is set to conclude in June 2024. During the September 7, 2022 Workshop staff indicated that a request for proposals (RFP) process would need to begin in mid-2023 to allow the city time to prepare, solicit, and award the contract. Council voiced general support to an alternative to the RFP process, as there is no legal requirement that the city engage in an RFP for this service. However, before taking formal action, council requested that staff research the hauling contracts and fees/rates of other cities with organized refuse hauling before deciding the next step regarding the contract. At the December 5, 2022 Workshop, council was provided with data regarding the current fee structure for sanitation services. At the time of the discussion, Blaine was one of 13 known cities in the metro area with organized hauling and research indicated that Blaine's fees for garbage and recycling services were the lowest of these cities. Council direction was to waive the RFP process, and work with Walters and the city attorney to directly negotiate a new contract with a duration between three and five years. Staff commented further on the contract and requested direction from the council on how to proceed.

Councilmember Robertson supported the city pursuing another contract with Walters Recycling and Refuse. She commented on how the city was able to pass along savings to residents. She stated she appreciated how Walters was engaged in Blaine and thanked them for being a good partner to the community.

Councilmember Newland agreed stating he would like the relationship to move forward.

Councilmember Fleming requested Walters provide comment on the proposed rates for 2024.

Mike Mroz, Walters Recycling and Refuse, discussed the new rates for 2024 explaining that historically, the increases were 3%. He commented on how the CPI index has increased dramatically, as well as prices for trucks and drivers. He stated a one time increase was being proposed as a reset but noted his rates were still competitive when compared to other providers in the metro area.

Councilmember Fleming stated she appreciated the great partnership the city had with Walters.

Councilmember Larson agreed and thanked Walters for explaining why there would be an increase.

Councilmember Saroya indicated she could support the increase as well as another contract with Walters and thanked Walters for having amazing drivers.

Councilmember Massoglia explained he supported the city pursuing a new contract with

Walters and he was pleased the contract would be tied to the CPI index. He believed this was a common sense way to address price increases. He asked if the state or national CPI would be used for this contract. Mr. Zimmerman reported the national CPI would be used.

Mayor Sanders indicated he supported a continued relationship with Walters as well. He thanked Walters for being a tremendous community partner and strong advocate for the city. He believed Walters would continue to bring great value to the city even with the proposed price increase.

Mr. Zimmerman provided the council with further information regarding the health of the refuse fund.

Councilmember Massoglia asked what the intent was for the fund reserve. Mr. Zimmerman stated this fund has been used to make payments to Walters, noting bills with Walters were completed on a monthly basis.

Council consensus was to support negotiating a new three to five year contract with Walters Recycling and Refuse along with support for the 2024 residential rates as proposed.

3. Other Business

None.

4. Adjournment

The Workshop was adjourned at 6:50PM.



City of Blaine

City Council

October 2, 2023 | 7:00 PM
Blaine City Hall
10801 Town Square Drive NE
Blaine, MN 55449

MINUTES

1. Call to Order by the Mayor

The meeting was called to order at 7:00PM by Mayor Sanders followed by the Pledge of Allegiance and the Roll Call.

2. Pledge of Allegiance

3. Roll Call

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

ABSENT: None.

Quorum Present.

ALSO PRESENT: Community Development Director Erik Thorvig; City Planner Sheila Sellman; Safety Services Director/Police Chief Brian Podany; Finance Director Jason Zimmerman; Director of Engineering Dan Schluender; Director of Public Works Nick Fleischhacker; City Attorney Tom Loonan; Communications Manager Ben Hayle; and City Clerk Catherine Sorensen.

4. Awards - Presentations - Organizational Business

- 4.1.** 2023-332 Proclamation Declaring October as National Domestic Violence Awareness Month
Sponsors: City Council

Mayor Sanders read a proclamation in full for the record declaring October to be National Domestic Violence Awareness Month in the city of Blaine.

Connie Moore, Alexandra House, shared statistics on the urgent need for action to address

domestic violence and thanked the Council for their continued leadership, commitment and support. She encouraged the council to wear purple on Thursday, October 19 to show their commitment to ending domestic violence.

5. Communications

None.

6. Open Forum

Open Forum is an opportunity for the public to present an issue or concern to City Council. There is a maximum of fifteen minutes set aside for open forum. Each presentation should be limited to no more than three minutes. If your item needs follow-up from the City, staff will arrange for that follow-up and will contact you to let you know what is being done. Thank you for coming this evening.

Mayor Sanders opened the Open Forum at 7:07PM.

Derrick Linden, resident of Ramsey, shared comments about the need for election reform when it comes to election equipment, election security and transparency, along with addressing the current joint powers agreement. He stated there was a need to move elections back to local governments in order to improve control and security.

There being no further input, Mayor Sanders closed the Open Forum at 7:09PM.

7. Adoption of Agenda

The agenda was adopted as presented.

8. 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 or citizen so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

Councilmember Massoglia requested the removal of consent agenda item 8.6.

Moved by Councilmember Newland, seconded by Councilmember Robertson, that the following items on the Consent Agenda be approved as amended removing Item 8.6.

Motion adopted unanimously.

- 8.1.** 2023-467 Schedule of Bills Paid
 Sponsors: Jason Zimmerman, Finance Director

- 8.2.** 2023-457 Approval of Minutes
Sponsors: Cathy Sorensen, City Clerk
- 8.3.** 2023-454 Approve a Temporary On-Sale Intoxicating Liquor License for Giesenbrau Bier Co., for a Special Event at Thorne Bros., 10091 Central Avenue NE
Sponsors: Cathy Sorensen, City Clerk
- 8.4.** 2023-473 Approve a Tobacco and Tobacco Product License for Fleet Farm of Green Bay LLC dba Fleet Farm
Sponsors: Cathy Sorensen, City Clerk
- 8.5.** RES 23-152 Resolution Granting Final Plat Approval for Pheasant Ridge West Third Addition at 3925 Pheasant Ridge Drive NE. (Case File No. 23-0072/SAS)
Sponsors: Sheila Sellman, City Planner
- 8.6.** RES 23-157 Resolution Declaring Surplus Property and Authorizing Sale, Donation, and/or Disposal Thereof
Sponsors: Shawn Smith, Assest Mgmt. Project Coordinator

Councilmember Massoglia spoke about the importance of the city council establishing a fleet right-sized policy. He indicated he would like the council to have a further discussion regarding this policy.

Moved by Councilmember Robertson, seconded by Councilmember Newland, to adopt a Resolution Declaring Surplus Property and Authorizing Sale, Donation, and/or Disposal Thereof.

Motion adopted unanimously.

- 8.7.** 2023-434 Authorize an Amended Professional Services Contract with Barr Engineering Co. for the Water Treatment Plant 1 Underdrain Design and Iron/Manganese Filter Pilot Project, Improvement Project No. 23-21
Sponsors: Nick Fleischhacker, Public Works Director
- 8.8.** 2023-435 Authorize an Amended Professional Services Contract with Barr Engineering Co. for the Water Treatment Plant 2 Preventative Maintenance and Minor Process Improvements Project, Improvement Project No. 23-20

9. 7:00 PM - Public Hearing and Items Published for a Certain Time

- 9.1.** 2023-441 Approve On-Sale and Sunday Intoxicating Liquor Licenses for LGLE Enterprises LLC dba On the Green, Indoor Golf located at 12571 Central Avenue NE

Sponsors: Cathy Sorensen, City Clerk

City Clerk Sorensen stated a public hearing is required prior to the approval of on-sale liquor licenses in the city. Helen Jang, Jae Jang, Elliott Jang, Oskar Peterson, Taylor Peterson, Donald Peterson, Dawn Peterson and Jacob Peterson, applicants for LGLE Enterprises LLC dba On the Green, Indoor Golf located at 12571 Central Avenue NE, previously applied for a wine and 3.2 percent malt liquor on-sale licenses which council approved on August 7, 2023. Since then, the applicants have amended their business plan and chosen to apply for a full on-sale and Sunday Intoxicating liquor license that would allow them to serve spirits as well. The applicants have paid the additional fees and submitted the new required forms and documents. The applicants are in the process of completing the required background investigation and finalizing their Anoka County food and beverage license. The liquor licenses, if approved, would be valid until June 30, 2024 and eligible for renewal July 1, 2024. All required information will be submitted to the state's alcohol and gambling enforcement division upon approval of the licenses by the council.

Mayor Sanders opened the public hearing at 7:14PM.

Elliott Jang, applicant, explained he was before the council in May requesting a beer and wine license. However, since that time, he would shared that they would like to provide a full bar in their establishment and was now requesting a full liquor license in order to improve the overall customer experience.

There being no additional public input, Mayor Sanders closed the public hearing at 7:15PM.

Moved by Councilmember Robertson, seconded by Councilmember Massoglia, to Approve On-Sale and Sunday Intoxicating Liquor Licenses for LGLE Enterprises LLC dba On the Green, Indoor Golf located at 12571 Central Avenue NE.

Motion adopted unanimously.

10. Development Business

- 10.1.** ORD 23-2531 First Reading
Ordinance Granting a Rezoning from I-1 (Light Industrial) to I-1A (Light Industrial) at 8888 Xylite Street NE. Stinson Electric (Case File No. 23-0067/EES)

Sponsors: Sheila Sellman, City Planner

City Planner Sellman stated the applicant is requesting a rezoning from I-1 (Light Industrial) to I-1A (Light Industrial) to allow for limited outside storage as a conditional use. The applicant is a commercial electrical contractor, and wants to have an outside contractor's yard with light equipment on the site. The Planning Commission recommends approval of the rezoning. At this time, the request is just for the rezoning and not approving the conditional use permit or user.

Declared by Mayor Sanders that Ordinance No. 23-2531, "Ordinance Granting a Rezoning from I-1 (Light Industrial) to I-1A (Light Industrial) at 8888 Xylite Street NE," be introduced and placed on file for second reading at the October 16, 2023 Council meeting.

10.2. ORD 23-2530 First Reading

Interim Ordinance Extending the Study Period and Moratorium for the Northtown Area. Ordinance 23-2524. City of Blaine (Case File No. 23-0040/SAS)

Sponsors: Sheila Sellman, City Planner

Ms. Sellman stated this interim ordinance would extend the moratorium on development for six months in order to study zoning and land uses as part of the Northtown redevelopment plan.

Declared by Mayor Sanders that Ordinance No. 23-2530, "Interim Ordinance Extending the Study Period and Moratorium for the Northtown Area," be introduced and placed on file for second reading at the October 16, 2023 Council meeting.

11. Administration

11.1. 2023-465 Motion to Approve Contract Amendment with TKDA for Professional Engineering Services toward the TH 65 Access Improvements, Improvement Project No. 21-01

Sponsors: Daniel Schluender, Director of Engineering

Director of Engineering Schluender stated staff requests council to approve an amendment to the contract with TKDA for professional engineering services to include the necessary tasks to bring the pedestrian bridge design to the preliminary design and layout level for the TH65 Access Improvements for Project Number 21-01. Staff commented on how a design element within this project changed a pedestrian bridge from going under the roadway to over the roadway, which has led to the need for amended engineering services.

Moved by Councilmember Robertson, seconded by Councilmember Newland, to Approve a Contract Amendment with TKDA for Professional Engineering Services toward the TH65 Access Improvements.

Councilmember Massoglia asked if the \$8.5 million in grant dollars was only for this specific pedestrian project at 113th/114th. Mr. Schluender stated these funds could be used for layout and design along the TH65 corridor between 99th Avenue and 117th Avenue.

Motion adopted unanimously.

- 11.2. RES 23-158** Resolution Accepting a Bid from Municipal Builders, Inc. in the Amount of \$1,073,453.00 for the Water Treatment Plant 2 Preventative Maintenance and Minor Process Improvements, Improvement Project No. 23-20.
Sponsors: Nick Fleischhacker, Public Works Director

Public Works Director Fleischhacker stated council is requested to approve a contract with Municipal Builders, Inc. for the construction of the Water Treatment Plant No. 2 Preventative Maintenance and Minor Process Improvements, Improvement Project No. 23-20 in the amount of \$1,073,453.00. The City Council approved an engineering design contract with Barr Engineering for the Water Treatment Plant 2 (WTP2) Preventative Maintenance and Minor Process Improvements on 1/4/2023 with Motion 23-11. The 2023 CIP, approved by the City Council, identified a project to complete renovations to WTP 2 that will address numerous architectural, electrical, process, and appearance-related elements.

Moved by Councilmember Newland, seconded by Councilmember Fleming, to adopt a Resolution Accepting a Bid from Municipal Builders, Inc. in the Amount of \$1,073,453.00 for the Water Treatment Plant 2 Preventative Maintenance and Minor Process Improvements.

Motion adopted unanimously.

- 11.3. RES 23-140** Resolution Adopting Agenda Format for City Council Meetings Regarding Rules of Order and Procedure and Addendum
Sponsors: Cathy Sorensen, City Clerk

Ms. Sorensen stated council is asked to adopt a resolution for the revised rules of order and procedure then reviewed the amended language. She was noted the amended language has been incorporated into the rules of order and procedure addendum as part of the proposed resolution. If adopted, this resolution will formally replace Resolution 99-152 and all its adopted addendums that have occurred over time. Council will be asked to adopt these rules annually by resolution at the first business meeting of the year in order to best document the most current rules going forward, so this item will be before council again in January 2024.

Moved by Councilmember Massoglia, seconded by Councilmember Fleming, to adopt a Resolution Adopting Agenda Format for City Council Meetings Regarding Rules of Order and Procedure and Addendum.

Councilmember Saroya asked if there were changes made to the way the open forum would be conducted. Ms. Sorensen stated as part of the proposed rules, some revisions were

suggested that would assist with the operation of the open forum. She explained participants would be allowed to speak during a public hearing item on the same meeting agenda and comments cards were suggested in order to allow staff to more easily follow up with residents. It was noted the comment cards would be requested, but not required.

Councilmember Saroya stated she had concerns regarding the open forum changes. She supported allowing all members of the public being allowed to speak for three minutes. She did not support the council limiting the amount of time for the open forum. She feared this could be viewed as censorship. She indicated she also did not support requiring residents to sign in on a sheet.

Councilmember Newland indicated he was not comfortable with the resolution as proposed and would not be offering his support.

Councilmember Robertson agreed with Councilmember Newland noting she had issues with this resolution. She cautioned the council of what the unintended consequences would be for changing the rules of order. She indicated she appreciated the in depth conversations the council had regarding this matter. She reported members of the public were not strictly limited to open forum if they wanted to address the city council and encouraged the public to contact their councilmembers in other ways as well such as email, telephone, or request a meeting if they have a concern or question that needs to be addressed.

Councilmember Fleming noted she was in favor of this policy change.

Councilmember Larson asked what was the difference between the open forum and a public hearing.

Mayor Sanders explained the open forum was a time for the public to speak on any item that was not on the agenda. He stated public hearings addressed specific scheduled items and there was no limit to the number of people who could speak during a public hearing.

Councilmember Saroya expressed concern about the fact that not every item before the council has a public hearing or provides an opportunity for the public to speak. She reported she supported allowing the public to speak whenever they wanted to speak.

Councilmember Larson indicated she had concerns about requiring residents to sign in with their full name and address, given the fact some items before the city council were contentious or controversial.

Ms. Sorensen stated this information was not required and noted residents have been known to just provide their first name or no address now before addressing the council. City Attorney Loonan explained the way the updated open forum language reads states that a public comment card is requested to be completed and submitted to the city clerk, but failure to complete the card will not preclude someone's right to speak.

Councilmember Massoglia indicated he supported this policy and was surprised at the fact there was not full council support. He stated he worked with Mayor Sanders in order to obtain full council unity on this matter and explained the language within the policy states additional open forum comments would be allowed at the discretion of the mayor.

Councilmember Saroya commented she supported the compromise that was reached regarding placing items on agendas but did not support the open forum language and the requirement for residents to complete a comment card with their name and address.

Amendment moved by Mayor Sanders, seconded by Councilmember Saroya, to remove the proposed new language in Section 7 regarding open forum.

Amendment adopted 5-2 (Councilmembers Robertson and Newland opposed).

Amended motion adopted 5-2 (Councilmembers Robertson and Newland opposed).

12. Other Business

None.

13. Adjournment

Moved by Councilmember Robertson, seconded by Councilmember Newland, to adjourn the meeting at 7:43PM.

Motion adopted unanimously.



City of Blaine Staff Report

File Number: 2023-497

Agenda Date	Status
October 16, 2023	
In Control	File Type
City Council	Motion

Approval of Consent Agenda: -

Agenda Item # 8.3

Renew SCORE Funds Agreement with Anoka County

Executive Summary

Council is asked to renew the SCORE funds agreement with Anoka County.

Background

In 1980, the Minnesota Legislature adopted the Waste Management Act. Part of this law required counties to reduce the amount of solid waste generated. As part of Anoka County's Solid Waste Management Plan, Select Committee on Recycling and the Environment (SCORE) funds are made available to municipalities in order to help fund recycling programs and related recycling education activities. Additional funding is also available to fund recycling and organics diversion programs for large community events and to help assist multi-unit complexes in promoting and expanding their recycling programs. These funds come in part from a State of Minnesota sales tax on solid waste management.

For the period of January through December 31, 2024, Blaine is eligible to receive revenues of up to \$203,423. The execution of a Joint Powers Agreement will allow the transfer of anticipated funding from Anoka County to Blaine's sanitation fund.

Strategic Plan Relationship

SCORE funds provide a revenue source for recycling efforts and help achieve the financial stability of the city's sanitation fund.

Board/Commission Review

Not required.

Financial Impact

SCORE funds allow the city to maintain affordable sanitation and recycling utility rates for Blaine.

Public Outreach/Input

Not required.

Staff Recommendation

By Motion, approve the 2024 SCORE Grant funding agreement with Anoka County and authorize the Mayor and City Manager to execute the agreement.

Attachment List

1. City of Blaine SCORE Contract



Anoka County

HUMAN SERVICES DIVISION

Community Social Services and Behavioral Health

September 13, 2023

City of Blaine
Attn: Tim Sanders
10801 Town Square Drive NE
Blaine, MN 55449

Dear Mr. Sanders:

Enclosed is your 2024 contract with Anoka County. Please review the contract and complete the signature portion using DocuSign. If applicable and ready, please attach the necessary insurance information using the attachment link in the DocuSign document. If insurance is not ready and you will be sending this information at a later date, please send to:

Angela.Rodine@co.anoka.mn.us

or

Angie Rodine
County of Anoka
2100 3rd Avenue, 5th Floor
Anoka, MN 55303

PLEASE NOTE: The following information is required as part of your contract. If the contract is signed and executed without receiving this information in a timely manner, it may be referred to the County Attorney's Office for possible Breach of Contract and/or payments may be withheld until information is received.

CERTIFICATE OF LIABILITY INSURANCE - Required

No insurance information is needed for this contract.

CONTRACTOR INFORMATION SHEET - Required

Please update/complete and sign this page and return with your contract.

DocuSign will automatically forward a copy of the signed contract to you, once completed. If you have questions regarding the contract, please call your Contract Manager, Sue Doll, at 763-324-3482.

Sincerely,

Angie Rodine
Administrative Assistant, Planning and Operations Support Services

Anoka County Contract # C0010105

2024 AGREEMENT FOR RESIDENTIAL RECYCLING PROGRAM

THIS AGREEMENT made and entered into on the 1st day of January 2024, notwithstanding the date of the signatures of the parties, between the COUNTY OF ANOKA, State of Minnesota, hereinafter referred to as the "COUNTY", and the CITY OF BLAINE, hereinafter referred to as the "MUNICIPALITY".

WITNESSETH:

WHEREAS, the County will receive funding from the State of Minnesota pursuant to Minn. Stat. § 115A.557, the Select Committee on Recycling and the Environment (hereinafter "SCORE funds") during 2024 which must be used to encourage and improve recycling and a portion must be specifically directed to recycling source -separated compostable materials; and

WHEREAS, the County will also receive funding pursuant to Minn. Stat. § 473.8441, Local Recycling Development Grants (hereinafter "LRDG funds") during 2024; and

WHEREAS, the County also has additional budgeted program funding available to supplement SCORE and LRDG funds for solid waste recycling programs, so that the available amount for the Residential Recycling Program is \$1,611,188.00; and

WHEREAS, the County Solid Waste Management Master Plan 2018 (Master Plan 2018) and the Minnesota Pollution Control Agency (hereinafter "MPCA") Metropolitan Solid Waste Management Policy Plan 2016-2036 state that MSW generated in the County that is not reused, recycled, or composted, will be processed to the extent that processing capacity is available; and

WHEREAS, the Master Plan 2018 was developed with the participation of a representative from the Municipality staff, and the Municipality is required to develop and implement programs, practices, or methods designed to meet waste abatement goals by Minn. Stat. § 115A.551, Subd 2a. (b).; and

WHEREAS, the County wishes to assist the Municipality in meeting recycling goals established by Anoka County by providing said SCORE, LRDG, and County budgeted program funds to cities and townships in the County for solid waste recycling programs.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the parties mutually agree to the following terms and conditions:

1. **PURPOSE AND CONTRACT DOCUMENTS.** The purpose of this Agreement is to provide for cooperation between the County and the Municipality to implement solid waste recycling programs in the Municipality which will help the County and member municipalities meet the goals set in the current Anoka County Solid Waste Management Master Plan. The County and the Municipality agree that the information provided in the recitals above is to be incorporated into the purpose of this agreement.

The Anoka County Municipal Waste Abatement Grant Program (hereinafter "Grant Program") Contract Documents include: the **Anoka County Municipal Waste**

Abatement Grant Funding Application submitted by the Municipality for the current contract year, and the **Grant Funding Award** issued by Anoka County for the current contract year. These documents are incorporated into this agreement by reference and are components of the entire contract package. The order of precedence of these documents in the event of inconsistency or ambiguity shall be resolved in the following order: 1) this **Agreement for Residential Recycling Program**; 2) **Grant Funding Award**; and 3) **Anoka County Municipal Waste Abatement Grant Funding Application**.

2. **TERM.** The term of this Agreement is from January 1, 2024, through December 31, 2024, unless earlier terminated as provided herein.
3. **DEFINITIONS.** Defined terms contained in this Agreement and all the attachments are found in Minn. Stat. § 115A.03; 115A.471; and 115A.552. The use of capitalization for defined terms has no special effect. Additionally:
 - a. "Full-Service Recycling Drop-off Center" means centralized permanent drop-off center that is open at least two times a week and accepts at least four types of materials beyond traditional curbside recyclables, i.e.: mattresses, appliances, scrap metal, furniture, source-separated compostable materials, electronics, etc.
 - b. "Multi-family dwellings" means households within apartment complexes, condominiums, townhomes, mobile homes, and senior housing complexes.
 - c. "Community Partner" means community festivals which appear to the public to be supported and run by the Municipality but in fact are sponsored or co-sponsored by a municipality or an independent non-profit 501c (3) organization, for example: the Anoka Halloween Parade.
4. **ELIGIBILITY FOR FUNDS.** Per Minn. Stat. § 115A.557, Subd. 1, funding eligibility is based primarily on population, with a minimum funding floor. For 2024, the County has determined that funding will be determined by the Grant Program funding application. The Municipality is entitled to receive reimbursement for eligible expenses, less revenues or other reimbursement received, for eligible activities up to the project maximum, which shall not exceed \$203,423.00. The Municipality shall be provided documentation of the funding award determination and rationale as indicated by the approved 2024 Grant Program Funding Application.

The County reserves the right to assess reimbursement reporting status for each municipality mid-year and recommend funding adjustments as determined by the County Program Specialist managing the Grant Program.

The County also reserves the right to withdraw reimbursement of approved expenses if the requirements noted in section 6. of this contract are not met.

The County also reserves the ability to assess the programs and reallocate unused SCORE and/or, LRDG funds mid-year if any participating municipality demonstrates the need for the funding and funds are available. The Municipality shall be provided documentation of the Grant Program funding award determination and rationale as indicated by the 2024 Grant Program Funding Award.

5. **PROGRAM.** The Municipality shall develop and implement a residential solid waste recycling program adequate to meet the Municipality's annual recycling goal of 7,535 tons of recyclable and source-separated compostable materials as established by the County. The Municipality shall ensure that the recyclable materials collected are delivered to processors or end markets for recycling or composting.
 - a. The Municipal recycling program shall include the following components:
 - i. Per Minn. Stat. § 115A.552, each household (including both single and Multi-family dwellings) in the Municipality shall have the Opportunity to Recycle at least four broad types of materials, including but not limited to, paper (including cardboard/paperboard cartons), glass, plastic, and metal.
 - ii. The recycling (including any organics) program shall be operated in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations.
 - iii. The Municipality shall implement a public information program that contains at least one of the following components:
 - (1) One promotional mailing to each household focused exclusively on the Municipality's recycling and source-separated compostable materials program;
 - (2) One promotional advertisement detailing recycling and source-separated compostable materials opportunities available for residents included in the Municipality's newsletter or local newspaper; and
 - (3) Two community outreach activities at Municipal or Community Partner events to inform residents about recycling and source-separated compostable materials opportunities.
 - iv. The public information components listed above shall focus on all recyclable materials and the various opportunities to recycle and compost source-separated compostable materials within the Municipality. The Municipality shall incorporate County/regional/State campaigns and images and use the toolkits provided by the County when preparing promotional materials. The Municipality, on an ongoing basis, shall identify new residents and provide detailed information on the recycling opportunities available to these new residents. The County shall work with the Municipality on promotional materials to coordinate messages. The Municipality shall provide promotional materials to the County for review prior to publication to ensure accuracy.
 - v. The Municipality shall offer a minimum of one spring or fall recycling drop-off event where items not normally accepted at the curb are collected for recycling. If the Municipality is hosting a monthly drop-off as described below, the spring/fall recycling drop-off events may be included within that program.
 - b. The Municipality is encouraged to expand its recycling program to include one or more of the following components in order to receive additional funding.

- i. Organize monthly/quarterly recycling drop-off events which can be held in conjunction with a neighboring municipality(ies) on a cooperative basis for the citizens of both/all municipalities.
- ii. Provide a community event recycling program, which at a minimum would consist of providing recycling opportunities at all Municipal sponsored or Community Partner events and festivals as required by Minn. Stat. § 115A.151. The feasibility of adding source-separated compostable material collection at the event will be explored, and if feasible, implemented as an enhancement to the waste abatement program.
- iii. Provide the opportunity for citizens to engage in recycling activities at Municipal and Community Partner facilities as required by Minn. Stat. § 115A.151 such as athletic fields and public centers.
- iv. Organize and manage a Full-Service Recycling Drop-off Center.
- v. Implement enhanced recycling promotion and assistance for Multi-family dwellings.
- vi. Develop additional opportunities for source-separated compostable materials collection.
- vii. Develop and implement additional opportunities to recycle bulky and problem materials (e.g., appliances, batteries, electronics, fluorescent lamps, mattresses, oil, scrap metal, etc.) from residents on an on-going basis either curbside or at a drop-off.
- c. If the Municipality's recycling program did not achieve the Municipality's recycling goals as established by the County for the prior calendar year, the Municipality shall work with the County to prepare a plan to achieve the recycling goals set forth in this Agreement.
- d. The Municipality's recycling program shall be limited to residential programming for funding reimbursements under this Agreement. The County will not reimburse business recycling programming or household hazardous waste programming by the Municipality. Any inquiries or requests regarding these topics should be sent to the County for response.
- e. In addition to the above requirements designed to increase residential recycling opportunities, the Municipality shall provide recycling opportunities in all municipal buildings including but not limited to, city offices, public meeting rooms and parks, as required by Minn. Stat. § 115A.151.
- f. If the Municipality requests reimbursement for park/public entity recycling/organics/trash waste systems/containers, the Municipality needs to work with the County before an order is placed to make sure the containers are consistent with the requirements set forth by the County for colors e.g. (blue for recycling, green for organics and gray or black for trash), openings and labels.

- g. Pursuant to Minn. Stat. §§ 115A. 46, 115A.471 and 473.848, all waste generated by municipal government activities (including city/town halls, public works and public safety buildings, parks, and libraries, and for municipalities that arrange for waste services on behalf of their residents (organized collection)) shall be delivered to a waste processing plant for disposal as long as capacity is available. Failure to comply with this provision shall constitute a breach of this Agreement resulting in the loss of all Grant Funding unless, pursuant to statute, the Municipality has conferred with the County and developed a plan to comply within a reasonable period of time.
6. **REPORTING.** The Municipality shall submit the following forms via Re-TRAC: application, reimbursement, and tonnage report forms to the County on the schedule noted below:
- a. June 3, 2024 – Deadline for submitting via Re-TRAC the 2025 Anoka County Municipal Waste Abatement Grant Funding Application and all required attachments
 - b. July 12, 2024 – Deadline for submitting via Re-TRAC the 2024 January – June Anoka County Municipal Reimbursement Report Form and all required attachments
 - c. July 31, 2024 – Deadline for submitting via Re-TRAC the 2024 January – June Anoka County Municipal Tonnage Report Form and all required attachments
 - d. November 15, 2024 – Deadline for submitting via DocuSign the signed 2025 Agreement for Residential Recycling Program
 - e. January 10, 2025 – Deadline for submitting via Re-TRAC the 2024 July – December Anoka County Municipal Reimbursement Report Form and all required attachments
 - f. January 31, 2025 – Deadline for submitting via Re-TRAC the 2024 July – December Anoka County Municipal Tonnage Report Form and all required attachments
 - g. For the Anoka County **Municipal Waste Abatement Grant Funding Application, using set categories in Re-TRAC**, the:
 - Municipality is required to follow application instructions
 - Municipality must refer to list of eligible expenses when completing the application
 - Municipality is required to upload in Re-TRAC a complete and accurate 2024 Staffing Metric and Drop-off Calculator
 - Municipality is required to upload in Re-TRAC a complete and accurate .pdf file of up-to-date promotions listing collection opportunities at curbside, permanent drop-off centers or other special events
 - h. For the Anoka County **Municipal Reimbursement Report Form, using set categories in Re-TRAC**, the:
 - Municipality is required to follow reimbursement form instructions

- Municipality must refer to list of eligible expenses when completing the reimbursement form
 - If the Municipality is being audited, the Municipality must provide a full accounting of the expenses incurred that have been approved in the 2024 Municipal Waste Abatement Grant Funding Application
 - Municipality is required to upload in Re-TRAC a complete and accurate Reimbursement Worksheet which matches the amounts entered in the associated sections in the Re-TRAC Reimbursement Report Form
 - Information regarding any revenue received from sources other than the County, for the Municipality's recycling and source-separated organics programs, i.e., revenue taken in from the sale of recyclables and fees collected from residents, shall be reported
 - Copies of all promotional materials that have been prepared by the Municipality during each reporting period shall be uploaded in the Re-TRAC Reimbursement Report Form
- i. For the **Municipal Tonnage Report Form, using set categories in Re-TRAC**, the:
- Municipality is required to follow tonnage report form instructions
 - Municipality shall keep detailed records documenting the disposition of all recyclable materials collected pursuant to this Agreement
 - When calculating all tonnage categories, weight slips from haulers and end markets are required. If weight slips cannot be obtained, written documentation of the quantity and type of material being reused, recycled, or composted must be provided
 - Using quantity and type of material, the Municipality shall use the conversion factors provided by the County to determine the tonnage
 - If County conversion factors do not apply to any given materials, a description of the methodology used for calculations must be provided to the County
 - If the Municipality is being audited, the Municipality must provide a full accounting of the amount of waste which has been reused, recycled, and composted due to the Municipality's activities and the efforts of other community programs, redemption centers and drop-off centers
 - Municipality is required to upload in Re-TRAC a complete and accurate Tonnage Worksheet which matches the amounts entered in the associated sections in the Re-TRAC Tonnage Report Form
 - For waste abatement programs run by other persons or entities, the Municipality shall provide documentation of materials recycled by the Municipality's residents through these other programs
- j. The Municipality agrees to support County efforts in obtaining hauler reports by ensuring compliance through ordinance, contract or license requirements and the ability to exercise punitive actions, if needed.
- k. The Municipality agrees to furnish the County with additional reports in form and at frequencies requested by the County for financial evaluation, program management purposes, and reporting to the State of Minnesota.

7. **REIMBURSEMENT PAYMENT PROCEDURE.** Approved grant reimbursement payments shall be paid in accordance with standard County procedures, subject to the approval of the Anoka County Board of Commissioners. Payments will not be made until the set contract deadlines are met.
8. **PUBLICATIONS.** The Municipality shall acknowledge the financial assistance of Anoka County on all promotional materials, reports and publications relating to the activities funded under this Agreement, by including the following acknowledgement: "Funded by the Anoka County Board of Commissioners and State SCORE funds." The Municipality shall provide to the County copies of all promotional materials funded by this grant.

The County shall provide to the Municipalities printed public information pieces about County programs and topics developed by the Recycling Education Committee (REC). The Municipality shall not modify County provided publications and promotional materials.

Information about all County programs and drop-off sites that a Municipality plans to publish in a Municipal communication, printed, electronic, or on social media platforms shall be provided to the County for review and approved by the County prior to publication. This includes all information related to County waste prevention, reduction, recycling programs, County household hazardous waste operations and the County compost sites.

To ensure content accuracy and message consistency throughout the region, any technical information about waste prevention, reduction, recycling, composting and household hazardous waste should be provided to the County for review, before it is printed, to verify that it is correct information for Anoka County. Information copied from the Internet may not be accurate for the twin cities metro area.

9. **INDEMNIFICATION.** The County agrees to indemnify, defend, and hold the Municipality harmless from all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, resulting from the acts or omissions of its public officials, officers, agents, employees, and contractors relating to activities performed by the County under this Agreement.

The Municipality agrees to indemnify, defend, and hold the County harmless from all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, resulting from the acts or omissions of its public officials, officers, agents, employees, and contractors relating to activities performed by the Municipality under this Agreement.

The provisions of this subdivision shall survive the termination or expiration of the term of this Agreement.

10. **GENERAL PROVISIONS.**

- a. In performing the provisions of this Agreement, both parties agree to comply with all applicable federal, state, or local laws, ordinances, rules, regulations, or

standards established by any agency or special governmental unit which are now or hereafter promulgated insofar as they relate to performance of the provisions of this Agreement. In addition, the Municipality shall comply with all applicable requirements of the State of Minnesota for the use of SCORE funds provided to the Municipality by the County under this Agreement. The Municipality shall also comply with all relevant portions of the current Anoka County Solid Waste Management Master Plan and shall participate in the preparation of the successor Master Plans.

- b. If the Municipality utilizes the services of a subcontractor for purposes of meeting requirements herein, the Municipality shall be responsible for the performance of all such subcontracts and shall ensure that the subcontractors perform fully the terms of the subcontract. The agreement between the Municipality and a subcontractor shall obligate the subcontractor to comply fully with the terms of this Agreement.
- c. It is understood and agreed that the entire agreement is contained herein, and that this Agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof.
- d. Any amendments, alterations, variations, modifications, or waivers of this Agreement shall be valid only when they have been reduced to writing, duly signed by the parties.
- e. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law, such decision shall not affect the remaining portion of this Agreement.
- f. Nothing in this Agreement shall be construed as creating the relationship of co-partners, joint venturers, or an association between the County and the Municipality, nor shall the Municipality, its employees, agents, or representatives be considered employees, agents, or representatives of the County for any purpose.
- g. The Municipality shall maintain financial and other records and accounts in accordance with requirements of the County and the State of Minnesota. The Municipality shall maintain strict accountability of all funds and maintain records of all receipts and disbursements. Such records and accounts shall be maintained in a form which will permit the tracing of funds and program income to final expenditure. The Municipality shall maintain records sufficient to reflect that all funds received under this Agreement were expended in accordance with Minn. Stat. § 115A.557, Subd. 2, for residential solid waste recycling purposes. The Municipality shall also maintain records of the quantities of materials recycled. All records and accounts shall be retained as provided by law, but in no event for a period of less than five years from the last receipt of payment from the County pursuant to this Agreement.
- h. Pursuant to Minn. Stat. § 16C.05, the Municipality shall allow the County or other persons or agencies authorized by the County, and the State of Minnesota, including the Legislative Auditor or the State Auditor, access to the records of the

Municipality at reasonable hours, including all books, records, documents, and accounting procedures and practices of the Municipality relevant to the subject matter of the Agreement, for purposes of audit. In addition, the County shall have access to the project site(s), if any, at reasonable hours.

- i. The County reserves the right to withdraw reimbursement of approved expenses if the Municipality does not comply with state law or the County's Solid Waste Ordinance.
11. **TERMINATION.** This Agreement may be terminated by mutual written agreement of the parties or by either party, with or without cause, by giving not less than seven (7) days' written notice, delivered by mail or in person to the other party, specifying the date of termination. If this Agreement is terminated, assets acquired in whole or in part with funds provided under this Agreement shall be the property of the Municipality so long as said assets are used by the Municipality for the purpose of a landfill abatement program approved by the County.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereunto set their hands.

CITY OF BLAINE

COUNTY OF ANOKA

By: _____
Tim Sanders
Mayor

By: _____
Rhonda Sivarajah
County Administrator

Date: _____

Date: _____

By: _____
Michelle Wolf
City Manager

Date: _____

Approved as to form and legality:

By: _____
Kurt Deile
Assistant County Attorney

Date: _____

kcd\contracts\integrated waste contracts\SCORE grants\2024_____

Attachment A

Minnesota Statutes Referenced in Agreement for Residential Recycling Program

Chapter 115A WASTE MANAGEMENT

Minn. Stat. §115A.03 Definitions

Subdivision 1. Applicability.

For the purposes of this chapter, the terms defined in this section have the meanings given them, unless the context requires otherwise.

Subd. 2. Agency.

"Agency" means the Pollution Control Agency.

Subd. 3.

[Repealed, [1989 c 335 art 1 s 270](#)]

Subd. 3a. Arrange for management.

"Arrange for management" means an activity undertaken by a person that determines the ultimate disposition of solid waste that is under the control of the person, including delivery of the waste to a transfer station for transport to another solid waste management facility. Knowledge of the destination of waste by a generator is by itself insufficient for arranging for management unless the generator knows that the destination is an environmentally inferior facility as defined in this section, has the ability to redirect the waste to an environmentally superior facility and ensure its delivery to that facility, and chooses not to redirect the waste.

Subd. 4. Cities.

"Cities" means statutory and home rule charter cities and towns authorized to plan under sections [462.351](#) to [462.364](#).

Subd. 5. Collection.

"Collection" means the aggregation of waste from the place at which it is generated and includes all activities up to the time the waste is delivered to a waste facility.

Subd. 6. Commercial waste facility.

"Commercial waste facility" means a waste facility established and permitted to sell waste processing or disposal services to generators other than the owner and operator of the facility.

Subd. 6a. Commissioner.

"Commissioner" means the commissioner of the Pollution Control Agency.

Subd. 7. Construction debris.

"Construction debris" means waste building materials, packaging, and rubble resulting from construction, remodeling, repair, and demolition of buildings and roads.

Subd. 7a. Containment.

"Containment" means isolating, controlling, and monitoring waste in a waste facility in order to prevent a release of waste from the facility that would have an adverse impact upon human health and the environment.

Subd. 8. Development region.

"Development region" means a region designated pursuant to sections [462.381](#) to [462.397](#).

Subd. 8a.

[Repealed, [1Sp2005 c 1 art 2 s 162](#)]

Subd. 9. Disposal or dispose.

"Disposal" or "dispose" means the discharge, deposit, injection, dumping, spilling, leaking, or placing of any waste into or on any land or water so that the waste or any constituent thereof may enter the environment or be emitted into the air, or discharged into any waters, including groundwaters.

Subd. 10. Disposal facility.

"Disposal facility" means a waste facility permitted by the agency that is designed or operated for the purpose of disposing of waste on or in the land, together with any appurtenant facilities needed to process waste for disposal or transfer to another waste facility.

Subd. 10a. Environmentally inferior.

"Environmentally inferior" means a solid waste management method that is lower on the list of preferred waste management methods in section [115A.02](#) than a solid waste management method chosen by a county or, as applied to a facility, means a waste management facility that utilizes a waste management method that is lower on the list of preferred waste management methods than the waste management method chosen by a county. In addition, as applied to disposal facilities, a facility that does not meet the standards for new facilities in Code of Federal Regulations, title 40, chapters 257 and 258, is environmentally inferior to a facility that does meet these standards.

Subd. 11. Generation.

"Generation" means the act or process of producing waste.

Subd. 12. Generator.

"Generator" means any person who generates waste.

Subd. 13. Hazardous waste.

"Hazardous waste" has the meaning given it in section [116.06, subdivision 11](#).

Subd. 13a. Industrial waste.

"Industrial waste" means solid waste resulting from an industrial, manufacturing, service, or commercial activity that is managed as a separate waste stream.

Subd. 14. Intrinsic hazard.

"Intrinsic hazard" of a waste means the propensity of the waste to migrate in the environment, and thereby to become exposed to the public, and the significance of the harm or damage likely to result from exposure of natural resources or the public to the waste, as a result of such inherent or induced attributes of the waste as its chemical and physical stability, solubility, bioconcentratability, toxicity, flammability, and corrosivity.

Subd. 15. Intrinsic suitability.

(a) "Intrinsic suitability" of a land area or site means that, based on existing data on the inherent and natural attributes, physical features, and location of the land area or site, there is no known reason why the waste facility proposed to be located in the area or site cannot reasonably be expected to qualify for permits in accordance with agency rules. Agency certification of intrinsic suitability shall be based on data submitted to the agency by the proposing entity and data included by the administrative law judge in the record of any public hearing on recommended certification, and applied against criteria in agency rules and any additional criteria developed by the agency in effect at the time the proposing entity submits the site for certification.

(b) In the event that all candidate sites selected by the board before May 3, 1984, are eliminated from further consideration and a new search for candidate sites is commenced, "intrinsic suitability" of a land area or site shall mean that, because of the inherent and natural attributes, physical features, and location of the land area or site, the waste facility proposed to be located in the area or site would not be likely to result in material harm to the public health and safety and natural resources and that therefore the proposed facility can reasonably be expected to qualify for permits in accordance with agency rules.

Subd. 16.

[Repealed, [1997 c 7 art 1 s 26](#)]

Subd. 17. Local government unit.

"Local government unit" means cities, towns, and counties.

Subd. 17a. Major appliances.

"Major appliances" means clothes washers and dryers, dishwashers, hot water heaters, heat pumps, furnaces, garbage disposals, trash compactors, conventional and microwave ovens, ranges and stoves, air conditioners, dehumidifiers, refrigerators, and freezers.

Subd. 18. Metropolitan area.

"Metropolitan area" has the meaning given it in section [473.121](#).

Subd. 19. Metropolitan Council.

"Metropolitan Council" means the council established in chapter 473.

Subd. 20.

[Repealed, [1994 c 628 art 3 s 209](#)]

Subd. 21. **Mixed municipal solid waste.**

(a) "Mixed municipal solid waste" means garbage, refuse, and other solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection, except as provided in paragraph (b).

(b) Mixed municipal solid waste does not include auto hulks, street sweepings, ash, construction debris, mining waste, sludges, tree and agricultural wastes, tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed, and disposed of as separate waste streams.

Subd. 22. **Natural resources.**

"Natural resources" has the meaning given it in chapter 116B.

Subd. 22a.

[Repealed, [1Sp2005 c 1 art 2 s 162](#)]

Subd. 22b. **Packaging.**

"Packaging" means a container and any appurtenant material that provide a means of transporting, marketing, protecting, or handling a product. "Packaging" includes pallets and packing such as blocking, bracing, cushioning, weatherproofing, strapping, coatings, closures, inks, dyes, pigments, and labels.

Subd. 23. **Person.**

"Person" has the meaning given it in section [116.06](#), but does not include the Pollution Control Agency.

Subd. 24. **Political subdivision.**

"Political subdivision" means any municipal corporation, governmental subdivision of the state, local government unit, special district, or local or regional board, commission, or authority authorized by law to plan or provide for waste management.

Subd. 24a. **Problem material.**

"Problem material" means a material that, when it is processed or disposed of with mixed municipal solid waste, contributes to one or more of the following results:

(1) the release of a hazardous substance, or pollutant or contaminant, as defined in section [115B.02, subdivisions 8, 13, and 15](#);

(2) pollution of water as defined in section [115.01, subdivision 13](#);

(3) air pollution as defined in section [116.06, subdivision 4](#); or

(4) a significant threat to the safe or efficient operation of a solid waste facility.

Subd. 24b. Postconsumer material.

"Postconsumer material" means a finished material that would normally be discarded as a solid waste having completed its life cycle as a consumer item.

Subd. 25. Processing.

"Processing" means the treatment of waste after collection and before disposal. Processing includes but is not limited to reduction, storage, separation, exchange, resource recovery, physical, chemical, or biological modification, and transfer from one waste facility to another.

Subd. 25a. Recyclable materials.

"Recyclable materials" means materials that are separated from mixed municipal solid waste for the purpose of recycling or composting, including paper, glass, plastics, metals, automobile oil, batteries, source-separated compostable materials, and sole source food waste streams that are managed through biodegradative processes. Refuse-derived fuel or other material that is destroyed by incineration is not a recyclable material.

Subd. 25b. Recycling.

"Recycling" means the process of collecting and preparing recyclable materials and reusing the materials in their original form or using them in manufacturing processes that do not cause the destruction of recyclable materials in a manner that precludes further use.

Subd. 25c. Recycling facility.

"Recycling facility" means a facility at which materials are prepared for reuse in their original form or for use in manufacturing processes that do not cause the destruction of the materials in a manner that precludes further use.

Subd. 25d. Refuse-derived fuel.

"Refuse-derived fuel" means a product resulting from the processing of mixed municipal solid waste in a manner that reduces the quantity of noncombustible material present in the waste, reduces the size of waste components through shredding or other mechanical means, and produces a fuel suitable for combustion in existing or new solid fuel-fired boilers.

Subd. 26. Regional development commission.

"Regional development commission" means a commission established pursuant to sections [462.381](#) to [462.397](#).

Subd. 26a. Resource conservation.

"Resource conservation" means the reduction in the use of water, energy, and raw materials.

Subd. 27. Resource recovery.

"Resource recovery" means the reclamation for sale, use, or reuse of materials, substances, energy, or other products contained within or derived from waste.

Subd. 28. Resource recovery facility.

"Resource recovery facility" means a waste facility established and used primarily for resource recovery, including related and appurtenant facilities such as transmission facilities and transfer stations primarily serving the resource recovery facility.

Subd. 28a. Retrievable storage.

"Retrievable storage" means a method of disposal whereby wastes are placed in a facility established pursuant to sections [115A.18](#) to [115A.30](#) for an indeterminate period in a manner designed to allow the removal of the waste at a later time.

Subd. 28b. Sanitary district.

"Sanitary district" means a sanitary district with the authority to regulate solid waste.

Subd. 29. Sewage sludge.

"Sewage sludge" means solid, semisolid, or liquid residue generated during the treatment of domestic sewage in a treatment works. It includes, but is not limited to, scum or solids removed in primary, secondary, or advanced wastewater treatment processes and a material derived from sewage sludge. Sewage sludge does not include ash generated during the firing of sewage sludge in a sewage sludge incinerator or grit and screenings generated during preliminary treatment of domestic sewage in a treatment works. Sewage sludge that is acceptable and beneficial for recycling on land as a soil conditioner and nutrient source is also known as biosolids.

Subd. 30. Sewage sludge disposal facility.

"Sewage sludge disposal facility" means property owned or leased by a political subdivision and used for interim or final disposal or land spreading of sewage sludge.

Subd. 31. Solid waste.

"Solid waste" has the meaning given it in section [116.06, subdivision 22](#).

Subd. 32. Solid waste management district or waste district.

"Solid waste management district" or "waste district" means a geographic area extending into two or more counties in which the management of solid waste is vested in a special district established pursuant to sections [115A.62](#) to [115A.72](#).

Subd. 32a.

MS 1994 [Renumbered subd 32c]

Subd. 32a. Source-separated compostable materials.

"Source-separated compostable materials" means materials that:

(1) are separated at the source by waste generators for the purpose of preparing them for use as compost;

(2) are collected separately from mixed municipal solid waste, and are governed by the licensing provisions of section [115A.93](#);

(3) are comprised of food wastes, fish and animal waste, plant materials, diapers, sanitary products, and paper that is not recyclable because the commissioner has determined that no other person is willing to accept the paper for recycling;

(4) are delivered to a facility to undergo controlled microbial degradation to yield a humus-like product meeting the agency's class I or class II, or equivalent, compost standards and where process rejects do not exceed 15 percent by weight of the total material delivered to the facility; and

(5) may be delivered to a transfer station, mixed municipal solid waste processing facility, or recycling facility only for the purposes of composting or transfer to a composting facility, unless the commissioner determines that no other person is willing to accept the materials.

Subd. 32b.

MS 1994 [Renumbered subd 32d]

Subd. 32b. **Source-separated recyclable materials.**

"Source-separated recyclable materials" means recyclable materials, including commingled recyclable materials, that are separated by the generator.

Subd. 32c. **Stabilization.**

"Stabilization" means a chemical or thermal process in which materials or energy are added to waste in order to reduce the possibility of migration of any hazardous constituents of the resulting stabilized waste in preparation for placement of the waste in a stabilization and containment facility.

Subd. 32d. **Stabilization and containment facility.**

"Stabilization and containment facility" means a waste facility that is designed for stabilization and containment of waste, together with other appurtenant facilities needed to process waste for stabilization, containment, or transfer to another facility.

Subd. 33. **Transfer station.**

"Transfer station" means an intermediate waste facility in which waste collected from any source is temporarily deposited to await transportation to another waste facility.

Subd. 34. **Waste.**

"Waste" means solid waste, sewage sludge, and hazardous waste.

Subd. 35. **Waste facility.**

"Waste facility" means all property, real or personal, including negative and positive easements and water and air rights, which is or may be needed or useful for the processing or disposal of waste, except property for the collection of the waste and property used primarily for the manufacture of scrap metal or paper. Waste facility includes but is not limited to transfer stations, processing facilities, and disposal sites and facilities.

Subd. 36. Waste management.

"Waste management" means activities which are intended to affect or control the generation of waste and activities which provide for or control the collection, processing and disposal of waste.

Subd. 36a. Waste management method chosen by a county.

"Waste management method chosen by a county" means:

(1) a waste management method that is mandated for waste generated in the county by section [115A.415](#), [473.848](#), [473.849](#), or other state law, or by county ordinance based on the county solid waste management plan developed, adopted, and approved under section [115A.46](#) or [458D.05](#) or the county solid waste management master plan developed, adopted, and approved under section [473.803](#); or

(2) a waste management facility or facilities, developed under the county solid waste management plan or master plan, to which solid waste generated in a county is directed by an ordinance developed, adopted, and approved under sections [115A.80](#) to [115A.893](#).

Subd. 36b. Waste reduction or source reduction.

"Waste reduction" or "source reduction" means an activity that prevents generation of waste or the inclusion of toxic materials in waste, including:

- (1) reusing a product in its original form;
- (2) increasing the life span of a product;
- (3) reducing material or the toxicity of material used in production or packaging; or
- (4) changing procurement, consumption, or waste generation habits to result in smaller quantities or lower toxicity of waste generated.

Subd. 37. Waste rendered nonhazardous.

"Waste rendered nonhazardous" means (1) waste excluded from regulation as a hazardous waste under the delisting requirements of United States Code, title 42, section 6921 and any federal and state delisting rules, and (2) other nonhazardous residual waste from the processing of hazardous waste.

Subd. 38. Yard waste.

"Yard waste" means garden wastes, leaves, lawn cuttings, weeds, shrub and tree waste, and prunings.

History:

[1980 c 564 art 1 s 3](#); [1981 c 352 s 1,2](#); [1983 c 373 s 5,6](#); [1984 c 640 s 32](#); [1984 c 644 s 1,2](#); [1985 c 274 s 1-3](#); [1986 c 425 s 12-17](#); [1987 c 348 s 1,2](#); [1988 c 524 s 1](#); [1988 c 685 s 3,4,21](#); [1989 c 325 s 3](#); [1989 c 335 art 1 s 128,129,269](#); [1Sp1989 c 1 art 18 s 3](#); [art 20 s 1,2](#); [1991 c 303 s 1](#); [1991 c 337 s 6,7,44](#); [1992 c 593 art 1 s 5-7,28](#); [1993 c 249 s 7,8,61](#); [1994 c 548 s 1](#); [1994 c 585 s 3](#); [1994 c 639 art 5 s 3](#); [1995 c 220 s 96](#); [1995 c 247 art 1 s 66](#); [1996 c 470 s 2-5](#); [1Sp2005 c 1 art 2 s 161](#); [2008 c 357 s 32,33](#); [2011 c 107 s 81](#); [2014 c 248 s 14](#); [1Sp2015 c 4 art 4 s 104,105](#)

Minn. Stat. § 115A.151 RECYCLING REQUIREMENTS; PUBLIC ENTITIES; COMMERCIAL BUILDINGS; SPORTS FACILITIES.

(a) A public entity, the owner of a sports facility, and an owner of a commercial building shall:

(1) ensure that facilities under its control, from which mixed municipal solid waste is collected, also collect at least three recyclable materials, such as, but not limited to, paper, glass, plastic, and metal; and

(2) transfer all recyclable materials collected to a recycler.

(b) For the purposes of this section:

(1) "public entity" means the state, an office, agency, or institution of the state, the Metropolitan Council, a metropolitan agency, the Metropolitan Mosquito Control Commission, the legislature, the courts, a county, a statutory or home rule charter city, a town, a school district, a special taxing district, or any entity that receives an appropriation from the state for a capital improvement project after August 1, 2002;

(2) "metropolitan agency" and "Metropolitan Council" have the meanings given them in section [473.121](#);

(3) "Metropolitan Mosquito Control Commission" means the commission created in section [473.702](#);

(4) "commercial building" means a building that:

(i) is located in a metropolitan county, as defined in section [473.121](#);

(ii) contains a business classified in sectors 42 to 81 under the North American Industrial Classification System; and

(iii) contracts for four cubic yards or more per week of solid waste collection; and

(5) "sports facility" means a professional or collegiate sports facility at which competitions take place before a public audience.

History: [1Sp1989 c 1 art 18 s 9](#); [1991 c 337 s 12](#); [1996 c 457 s 10](#); [2002 c 312 s 2](#); [2014 c 225 s 4](#); [2014 c 312 art 13 s 24](#)

Minn. Stat. §115A.46 REGIONAL AND LOCAL SOLID WASTE MANAGEMENT PLAN; REQUIREMENTS.

Subdivision 1. **General.**

(a) Plans shall address the state policies and purposes expressed in section [115A.02](#) and may not be inconsistent with state law.

(b) Plans for the location, establishment, operation, maintenance, and postclosure use of facilities and facility sites, for ordinances, and for licensing, permit, and enforcement activities shall be consistent with the rules adopted by the agency pursuant to chapter 116.

(c) Plans shall address:

(1) the resolution of conflicting, duplicative, or overlapping local management efforts;

(2) the establishment of joint powers management programs or waste management districts where appropriate; and

(3) other matters as the rules of the agency may require consistent with the purposes of sections [115A.42](#) to [115A.46](#).

(d) Political subdivisions preparing plans under sections [115A.42](#) to [115A.46](#) shall consult with persons presently providing solid waste collection, processing, and disposal services.

(e) Plans must be submitted to the commissioner for approval. When a county board is ready to have a final plan approved, the county board shall submit a resolution requesting review and approval by the commissioner. After receiving the resolution, the commissioner shall notify the county within 45 days whether the plan as submitted is complete and, if not complete, the specific items that need to be submitted to make the plan complete. Within 90 days after a complete plan has been submitted, the commissioner shall approve or disapprove the plan. If the plan is disapproved, reasons for the disapproval must be provided.

(f) After initial approval, each plan must be updated and submitted for approval at least every ten years. The plan must be revised as necessary so that it is not inconsistent with state law.

(g) Rules that regulate plan content under subdivision 2 must reflect demographic, geographic, regional, and solid waste system differences that exist among the counties.

Subd. 2.Contents.

(a) The plans shall describe existing collection, processing, and disposal systems, including schedules of rates and charges, financing methods, environmental acceptability, and opportunities for improvements in the systems.

(b) The plans shall include an estimate of the land disposal capacity in acre-feet which will be needed through the year 2000, on the basis of current and projected waste generation practices. In assessing the need for additional capacity for resource recovery or land disposal, the plans shall take into account the characteristics of waste stream components and shall give priority to waste reduction, separation, and recycling.

(c) The plans shall require the most feasible and prudent reduction of the need for and practice of land disposal of mixed municipal solid waste.

(d) The plans shall address at least waste reduction, separation, recycling, and other resource recovery options, and shall include specific and quantifiable objectives, immediately and over specified time periods, for reducing the land disposal of mixed municipal solid waste and for the implementation of feasible and prudent reduction, separation, recycling, and other resource recovery options. These objectives shall be consistent with statewide objectives as identified in statute. The plans shall describe methods for identifying the portions of the waste stream such as leaves, grass, clippings, tree and plant residue, and paper for application and mixing into the soil and use in agricultural practices. The plans shall describe specific functions to be performed and activities to be undertaken to achieve the abatement, reduction, separation, recycling, and other resource recovery objectives and shall describe the estimated cost, proposed manner of financing, and timing of the functions and activities. The plans shall describe proposed mechanisms for complying with the recycling requirements of section [115A.551](#), and the household hazardous waste management requirements of section [115A.96, subdivision 6](#).

(e) The plans shall include a comparison of the costs of the activities to be undertaken, including capital and operating costs, and the effects of the activities on the cost to generators and on persons currently providing solid waste collection, processing, and disposal services. The plans shall include alternatives which could be used to achieve the abatement objectives if the proposed functions and activities are not established.

(f) The plans shall designate how public education shall be accomplished. The plans shall, to the extent practicable and consistent with the achievement of other public policies and purposes, encourage ownership and operation of solid waste facilities by private industry. For solid waste facilities owned or operated by public agencies or supported primarily by public funds or obligations issued by a public

agency, the plans shall include criteria and standards to protect comparable private and public facilities already existing in the area from displacement unless the displacement is required in order to achieve the waste management objectives identified in the plan.

(g) The plans shall establish a siting procedure and development program to assure the orderly location, development, and financing of new or expanded solid waste facilities and services sufficient for a prospective ten-year period, including estimated costs and implementation schedules, proposed procedures for operation and maintenance, estimated annual costs and gross revenues, and proposals for the use of facilities after they are no longer needed or usable.

(h) The plans shall describe existing and proposed county and municipal ordinances and license and permit requirements relating to solid waste management and shall describe existing and proposed regulation and enforcement procedures.

Subd. 3.

[Repealed, [1984 c 644 s 82](#)]

Subd. 4. Delegating solid waste responsibilities.

A county or a solid waste management district established under sections [115A.62](#) to [115A.72](#) may not delegate to another governmental unit or other person any portion of its responsibility for solid waste management unless it establishes a funding mechanism to assure the ability of the entity to which it delegates responsibility to adequately carry out the responsibility delegated.

Subd. 5. Jurisdiction of plan.

(a) After a county plan has been submitted for approval under subdivision 1, a public entity, as defined in section [16C.073, subdivision 1](#), within the county may not enter into a binding agreement governing a solid waste management activity that is inconsistent with the county plan without the consent of the county.

(b) After a county plan has been approved under subdivision 1, the plan governs all solid waste management in the county and a public entity, as defined in section [16C.073, subdivision 1](#), within the county may not develop or implement a solid waste management activity, other than an activity to reduce waste generation or reuse waste materials, that is inconsistent with the county plan that the county is actively implementing without the consent of the county.

History:

[1980 c 564 art 5 s 5](#); [1982 c 569 s 13](#); [1984 c 644 s 32,33](#); [1987 c 404 s 140](#); [1989 c 131 s 3](#); [1989 c 325 s 6](#); [1989 c 335 art 1 s 269](#); [1Sp1989 c 1 art 20 s 3,4](#); [1991 c 337 s 15,16](#); [1995 c 247 art 1 s 8](#); [art 2 s 12](#); [2003 c 13 s 1](#); [1Sp2005 c 1 art 2 s 161](#); [2014 c 196 art 1 s 5](#)

Minn. Stat. §115A.471 PUBLIC ENTITIES; MANAGING SOLID WASTE.

Subdivision 1. Definitions.

(a) Prior to entering into or approving a contract for the management of mixed municipal solid waste which would manage the waste using a waste management practice that is ranked lower on the list of preferred waste management practices in section [115A.02, paragraph \(b\)](#), than the waste management practice selected for such waste in the county plan for the county in which the waste was generated, a public entity must:

(1) determine the potential liability to the public entity and its taxpayers for managing the waste in this manner;

(2) develop and implement a plan for managing the potential liability; and

(3) submit the information from clauses (1) and (2) to the agency.

(b) For the purpose of this subdivision, "public entity" means the state; an office, agency, or institution of the state; the Metropolitan Council; a metropolitan agency; the Metropolitan Mosquito Control District; the legislature; the courts; a county; a statutory or home rule charter city; a town; a school district; another special taxing district; or any other general or special purpose unit of government in the state.

History: [1995 c 247 art 1 s 9](#)

Minn Stat. §115A.551 RECYCLING.

Subdivision 1. Definitions.

(a) For the purposes of this section, "recycling" means, in addition to the meaning given in section [115A.03, subdivision 25b](#), yard waste and source-separated compostable materials composting and recycling that occurs through mechanical or hand separation of materials that are then delivered for use in manufacturing processes that do not cause the destruction of recyclable materials in a manner that precludes further use.

(b) For the purposes of this section, "total solid waste generation" means the total by weight of:

(1) materials separated for recycling;

(2) materials separated for yard waste and source-separated compostable materials composting;

(3) mixed municipal solid waste plus motor and vehicle fluids and filters, tires, lead acid batteries, and major appliances; and

(4) residential waste materials that would be mixed municipal solid waste but for the fact that they are not collected as such.

Subd. 2

[Repealed, [2014 c 312 art 13 s 48](#)]

Subd. 2a. County recycling goals.

(a) By December 31, 2030, each county will have as a goal to recycle the following amounts:

(1) for a county outside of the metropolitan area, 35 percent by weight of total solid waste generation; and

(2) for a metropolitan county, 75 percent by weight of total solid waste generation.

(b) Each county will develop and implement or require political subdivisions within the county to develop and implement programs, practices, or methods designed to meet its recycling goal. Nothing in this section or in any other law may be construed to prohibit a county from establishing a higher recycling goal.

(c) Any quantified recyclable materials that meet the definition in subdivision 1, paragraph (a), or section [115A.03, subdivision 25a](#), are eligible to be counted toward a county's recycling goal under this subdivision.

Subd. 3. Interim goals; nonmetropolitan counties.

The commissioner shall establish interim recycling goals for the nonmetropolitan counties to assist them in meeting the goals established in subdivision 2a.

Subd. 4. Interim monitoring.

The commissioner shall monitor the progress of each county toward meeting the recycling goals in subdivision 2a. The commissioner shall report to the senate and house of representatives committees having jurisdiction over environment and natural resources as part of the report required under section [115A.411](#). If the commissioner finds that a county is not progressing toward the goals in subdivision 2a, the commissioner shall negotiate with the county to develop and implement solid waste management techniques designed to assist the county in meeting the goals, such as organized collection, curbside collection of source-separated materials, and volume-based pricing.

Subd. 5. Failure to meet goal.

(a) A county failing to meet the interim goals in subdivision 3 shall, as a minimum:

- (1) notify county residents of the failure to achieve the goal and why the goal was not achieved; and
- (2) provide county residents with information on recycling programs offered by the county.

(b) If, based on the recycling monitoring described in subdivision 4, the commissioner finds that a county will be unable to meet the recycling goals established in subdivision 2a, the commissioner shall, after consideration of the reasons for the county's inability to meet the goals, recommend legislation for consideration by the senate and house of representatives committees having jurisdiction over environment and natural resources and environment and natural resources finance to establish mandatory recycling standards and to authorize the commissioner to mandate appropriate solid waste management techniques designed to meet the standards in those counties that are unable to meet the goals.

Subd. 6. County solid waste plans.

Each county shall include in its solid waste management plan described in section [115A.46](#), or its solid waste master plan described in section [473.803](#), a recycling implementation strategy for meeting the recycling goal established in subdivision 2a along with mechanisms for providing financial incentives to solid waste generators to reduce the amount of waste generated and to separate recyclable materials from the waste stream.

Subd. 7. Recycling implementation strategy.

Each county shall submit to the commissioner for approval the recycling implementation strategy required in subdivision 6. The recycling implementation strategy must be submitted by October 31, 1995, and must:

- (1) be consistent with the approved county solid waste management plan;
- (2) identify the materials that are being and will be recycled in the county to meet the goals under this section and the parties responsible and methods for recycling the material;
- (3) provide a budget to ensure adequate funding for needed county and local programs and demonstrate an ongoing commitment to spending the money on recycling programs; and
- (4) include a schedule for implementing recycling activities needed to meet the goals in subdivision 2a.

History:

1Sp1989 c 1 art 18 s 12; 1991 c 337 s 19-21; 1992 c 593 art 1 s 14-16,54; 1993 c 249 s 13,14,61; 1994 c 639 art 5 s 3; 1995 c 247 art 1 s 14-17; art 2 s 15; 1996 c 470 s 27; 1999 c 73 s 4; 1Sp2005 c 1 art 2 s 161; 2012 c 272 s 67,68; 2014 c 312 art 13 s 26,27; 1Sp2015 c 4 art 4 s 108; 2016 c 158 art 1 s 26-28

Minn. Stat. §115A.552 OPPORTUNITY TO RECYCLE.**Subdivision 1. County requirement.**

Counties shall ensure that residents, including residents of single and multifamily dwellings, have an opportunity to recycle. At least one recycling center shall be available in each county. Opportunity to recycle means availability of recycling and curbside pickup or collection centers for recyclable materials at sites that are convenient for persons to use. Counties shall also provide for the recycling of problem materials and major appliances. Counties shall assess the operation of existing and proposed recycling centers and shall give due consideration to those centers in ensuring the opportunity to recycle. To the extent practicable, the costs incurred by a county for collection, storage, transportation, and recycling of major appliances must be collected from persons who discard the major appliances.

Subd. 2. Recycling opportunities.

An opportunity to recycle must include:

- (1) a local recycling center in the county and sites for collecting recyclable materials that are located in areas convenient for persons to use them;
- (2) curbside pickup, centralized drop-off, or a local recycling center for at least four broad types of recyclable materials in cities with a population of 5,000 or more persons; and
- (3) monthly pickup of at least four broad types of recyclable materials in cities of the first and second class and cities with 5,000 or more population in the metropolitan area.

Subd. 3. Recycling information, education, and promotion.

(a) Each county shall provide information on how, when, and where materials may be recycled, including a promotional program that publishes notices at least once every three months and encourages source separation of residential, commercial, industrial, and institutional materials.

(b) The commissioner shall develop materials for counties to use in providing information on and promotion of recycling.

(c) The commissioner shall provide technical assistance to counties to help counties implement recycling programs.

§

Subd. 4. Nonresidential recycling.

Each county shall encourage building owners and managers, business owners and managers, and collectors of commercial mixed municipal solid waste to provide appropriate recycling services and opportunities to generators of commercial, industrial, and institutional solid waste in the county.

History: 1Sp1989 c 1 art 18 s 13; 1991 c 337 s 22-24; 1994 c 639 art 5 s 3; 1Sp2005 c 1 art 2 s 161

Minn. Stat. §115A.557 COUNTY WASTE REDUCTION AND RECYCLING FUNDING.

Subdivision 1. Distribution; formula.

Any funds appropriated to the commissioner for the purpose of distribution to counties under this section must be distributed each fiscal year by the commissioner based on population, except a county may not receive less than \$55,000 in a fiscal year. If the amount available for distribution under this section is less or more than the amount available in fiscal year 2001, the minimum county payment under this section is reduced or increased proportionately. For purposes of this subdivision, "population" has the definition given in section [477A.011, subdivision 3](#). A county that participates in a multicounty district that manages solid waste and that has responsibility for recycling programs as authorized in section [115A.552](#), must pass through to the districts funds received by the county in excess of the minimum county payment under this section in proportion to the population of the county served by that district.

Subd. 2. Permissible expenditures.

(a) A county receiving money distributed by the commissioner under this section may use the money only for the development and implementation of programs to:

- (1) reduce the amount of solid waste generated;
- (2) recycle the maximum amount of solid waste technically feasible;
- (3) create and support markets for recycled products;
- (4) remove problem materials from the solid waste stream and develop proper disposal options for them;
- (5) inform and educate all sectors of the public about proper solid waste management procedures;
- (6) provide technical assistance to public and private entities to ensure proper solid waste management;
- (7) provide educational, technical, and financial assistance for litter prevention;
- (8) process mixed municipal solid waste generated in the county at a resource recovery facility located in Minnesota;
- (9) compost source-separated compostable materials, including the provision of receptacles for residential composting;
- (10) prevent food waste or collect and transport food donated to humans or to be fed to animals; and
- (11) process source-separated compostable materials that are to be used to produce class I or class II compost, as defined in Minnesota Rules, part [7035.2836](#), after being processed in an anaerobic digester, but not to construct buildings or acquire equipment.

(b) Beginning in fiscal year 2015 and continuing thereafter, of any money distributed by the commissioner under this section to a metropolitan county, as defined in section [473.121, subdivision 4](#), that exceeds the amount the county was eligible to receive under this section in fiscal year 2014: (1) at least 50 percent must be expended on activities in paragraph (a), clauses (9) to (11); and (2) the remainder must be expended on activities in paragraph (a), clauses (1) to (7) and (9) to (11), that advance the county toward achieving its recycling goal under section [115A.551](#).

Subd. 3. Eligibility.

(a) To be eligible to receive money distributed by the commissioner under this section, a county shall within one year of October 4, 1989:

- (1) create a separate account in its general fund to credit the money; and
- (2) set up accounting procedures to ensure that money in the separate account is spent only for the purposes in subdivision 2.

(b) In each following year, each county shall also:

- (1) have in place an approved solid waste management plan or master plan including a recycling implementation strategy under section [115A.551, subdivision 7](#), and a household hazardous waste management plan under section [115A.96, subdivision 6](#), by the dates specified in those provisions;
- (2) submit a report by April 1 of each year to the commissioner, which may be submitted electronically and must be posted on the agency's website, detailing for the previous calendar year:
 - (i) how the money was spent including, but not limited to, specific recycling and composting activities undertaken to increase the county's proportion of solid waste recycled in order to achieve its recycling goal established in section [115A.551](#); specific information on the number of employees performing SCORE planning, oversight, and administration; the percentage of those employees' total work time allocated to SCORE planning, oversight, and administration; the specific duties and responsibilities of those employees; and the amount of staff salary for these SCORE duties and responsibilities of the employees; and
 - (ii) the resulting gains achieved in solid waste management practices; and
- (3) provide evidence to the commissioner that local revenue equal to 25 percent of the money sought for distribution under this section will be spent for the purposes in subdivision 2.

(c) The commissioner shall withhold all or part of the funds to be distributed to a county under this section if the county fails to comply with this subdivision and subdivision 2.

Subd. 4. Report.

The commissioner shall report on how the money was spent and the resulting statewide improvements in solid waste management to the senate and house of representatives committees having jurisdiction over ways and means, finance, environment and natural resources, and environment and natural resources finance. The report shall be included in the report required under section [115A.411](#).

History:

[1Sp1989 c 1 art 19 s 1](#); [1991 c 337 s 26](#); [1992 c 593 art 1 s 17,54](#); [1994 c 585 s 13](#); [1994 c 639 art 5 s 3](#); [1995 c 247 art 1 s 19,20](#); [1996 c 470 s 27](#); [2000 c 490 art 10 s 1](#); [1Sp2001 c 2 s 125](#); [2002 c 374 art 6 s 2](#); [2004 c 284 art 2 s 11](#); [1Sp2005 c 1 art 2 s 161](#); [2009 c 37 art 1 s 42](#); [2012 c 272 s 69](#); [2014 c 312 art 13 s 28,29](#); [1Sp2015 c 4 art 4 s 109](#)

Chapter 473 METROPOLITAN GOVERNMENT

Minn. Stat. §473.8441 LOCAL RECYCLING DEVELOPMENT PROGRAM.

Subdivision 1. Definitions.

"Number of households" has the meaning given in Minnesota Statutes 1992, section [477A.011, subdivision 3a](#).

Subd. 2. Program.

The commissioner shall encourage the development of permanent local recycling programs throughout the metropolitan area. The commissioner shall make grants to qualifying metropolitan counties as provided in this section.

Subd. 3. Grants; eligible costs.

Grants may be used to pay for planning, developing, and operating yard waste composting and recycling programs.

Subd. 4. Grant conditions.

The commissioner shall administer grants so that the following conditions are met:

- (a) A county must apply for a grant in the manner determined by the commissioner. The application must describe the activities for which the grant will be used.
- (b) The activities funded must be consistent with the metropolitan policy plan and the county master plan.
- (c) A grant must be matched by equal local expenditures for the activities for which the grant is made. A local expenditure may include, but is not limited to, an expenditure by a local unit of government, tribal government, or private sector or nonprofit organization.
- (d) All grant funds must be used for new activities or to enhance or increase the effectiveness of existing activities in the county. Grant funds shall not be used for research or development of a product that would be patented, copyrighted, or a subject of trade secrets.
- (e) Counties shall provide support to maintain effective municipal recycling where it is already established.

Subd. 5. Grant allocation procedure.

- (a) The commissioner shall distribute the funds annually so that each qualifying county receives an equal share of 50 percent of the allocation to the program described in this section, plus a proportionate share of the remaining funds available for the program. A county's proportionate share is an amount that has the same proportion to the total remaining funds as the number of households in the county has to the total number of households in all metropolitan counties.
- (b) To qualify for distribution of funds, a county, by April 1 of each year, must submit to the commissioner for approval a report on expenditures and activities under the program during the preceding fiscal year and any proposed changes in its recycling implementation strategy or performance funding system. The report shall be included in the county report required by section [473.803, subdivision 3](#).

History: [1987 c 348 s 46](#); [1989 c 325 s 63](#); [1993 c 249 s 41](#); [1995 c 247 art 2 s 47-49](#); [1Sp2005 c 1 art 2 s 161](#); [2016 c 158 art 1 s 194](#); [2018 c 134 s 1](#)

Minn. Stat. § 473.848 RESTRICTION ON DISPOSAL.

Subdivision 1. Restriction.

(a) For the purposes of implementing the waste management policies in section [115A.02](#) and metropolitan area goals related to landfill abatement established under this chapter, a person may not dispose of unprocessed mixed municipal solid waste generated in the metropolitan area at a waste disposal facility unless the waste disposal facility meets the standards in section [473.849](#) and:

- (1) the waste has been certified as unprocessable by a county under subdivision 2; or
- (2)(i) the waste has been transferred to the disposal facility from a resource recovery facility;
- (ii) no other resource recovery facility serving the metropolitan area is capable of processing the waste; and
- (iii) the waste has been certified as unprocessable by the operator of the resource recovery facility under subdivision 3.

(b) For purposes of this section, mixed municipal solid waste does not include street sweepings, construction debris, mining waste, foundry sand, and other materials, if they are not capable of being processed by resource recovery as determined by the council.

Subd. 2. County certification; office approval.

(a) By April 1 of each year, each county shall submit an annual certification report to the office detailing:

- (1) the quantity of waste generated in the county that was not processed prior to transfer to a disposal facility during the year preceding the report;
- (2) the reasons the waste was not processed;
- (3) a strategy for development of techniques to ensure processing of waste including a specific timeline for implementation of those techniques; and
- (4) any progress made by the county in reducing the amount of unprocessed waste.

The report shall be included in the county report required by section [473.803, subdivision 3](#).

(b) The Pollution Control Agency shall approve a county's certification report if it determines that the county is reducing and will continue to reduce the amount of unprocessed waste, based on the report and the county's progress in development and implementation of techniques to reduce the amount of unprocessed waste transferred to disposal facilities. If the Pollution Control Agency does not approve a county's report, it shall negotiate with the county to develop and implement specific techniques to reduce unprocessed waste. If the Pollution Control Agency does not approve two or more consecutive reports from any one county, the Pollution Control Agency shall develop specific reduction techniques that are designed for the particular needs of the county. The county shall implement those techniques by specific dates to be determined by the Pollution Control Agency.

Subd. 3. Facility certification.

The operator of each resource recovery facility that receives waste from counties in the metropolitan area shall certify as unprocessable each load of mixed municipal solid waste it does not process. Certification must be made to each county that sends its waste to the facility at intervals specified by the county. Certification must include at least the number and size of loads certified as unprocessable and the reasons the waste is unprocessable. Loads certified as unprocessable must include the loads that would otherwise have been processed but were not processed because the facility was not in operation,

but nothing in this section relieves the operator of its contractual obligations to process mixed municipal solid waste.

Subd. 4. Pollution Control Agency report.

The Pollution Control Agency shall include, as part of its report to the Environment and Natural Resources Committees of the senate and house of representatives, the Finance Division of the senate Committee on Environment and Natural Resources, and the house of representatives Committee on Environment and Natural Resources Finance required under section [473.149](#), an accounting of the quantity of unprocessed waste transferred to disposal facilities, the reasons the waste was not processed, a strategy for reducing the amount of unprocessed waste, and progress made by counties to reduce the amount of unprocessed waste. The Pollution Control Agency may adopt standards for determining when waste is unprocessable and procedures for expediting certification and reporting of unprocessed waste.

Subd. 5. Definition.

For the purpose of this section, waste is "unprocessed" if it has not, after collection and before disposal, undergone separation of materials for resource recovery through recycling, incineration for energy production, production and use of refuse-derived fuel, composting, or any combination of these processes so that the weight of the waste remaining that must be disposed of in a mixed municipal solid waste disposal facility is not more than 35 percent of the weight before processing, on an annual average.

History:

[1985 c 274 s 35](#); [1989 c 325 s 66](#); [1991 c 337 s 81,82](#); [1993 c 249 s 43,44](#); [1994 c 585 s 49,50](#); [1995 c 247 art 2 s 51,52](#); [1996 c 470 s 27](#); [1Sp2005 c 1 art 2 s 161](#)

CHAPTER 16C. STATE PROCUREMENT

Minn. Stat. § 16C.05 CONTRACT MANAGEMENT; VALIDITY AND REVIEW.

Subdivision 1. Agency cooperation and delegation.

Agencies shall fully cooperate with the commissioner in the creation, management, and oversight of state contracts. Authority delegated to agencies shall be exercised in the name of the commissioner and under the commissioner's direct supervision and control. A delegation of duties may include, but is not limited to, allowing individuals within agencies to acquire goods, services, construction, and utilities within dollar limitations and for designated types of acquisitions. Delegation of contract management and review functions must be filed with the secretary of state. The commissioner may withdraw any delegation at the commissioner's sole discretion. The commissioner may require an agency head or subordinate to accept delegated responsibility to procure goods, services, or construction intended for the exclusive use of the agency receiving the delegation.

Subd. 2. Creation and validity of contracts.

(a) A contract and amendments are not valid and the state is not bound by them and no agency, without the prior written approval of the commissioner granted pursuant to subdivision 2a, may authorize work to begin on them unless:

(1) they have first been executed by the head of the agency or a delegate who is a party to the contract;

(2) they have been approved by the commissioner; and

(3) the accounting system shows an encumbrance for the amount of the contract liability, except as allowed by policy approved by the commissioner and commissioner of management and budget for routine, low-dollar procurements and section 16B.98, subdivision 11.

(b) Grants, interagency agreements, purchase orders, work orders, and annual plans need not, in the discretion of the commissioner and attorney general, require the signature of the commissioner and/or the attorney general. A signature is not required for work orders and amendments to work orders related to Department of Transportation contracts. Bond purchase agreements by the Minnesota Public Facilities Authority do not require the approval of the commissioner.

(c) Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under section [16C.03, subdivision 16](#), must determine that an amendment would serve the interest of the state better than a new contract and would cost no more.

(d) A record must be kept of all responses to solicitations, including names of bidders and amounts of bids or proposals. A fully executed copy of every contract, amendments to the contract, and performance evaluations relating to the contract must be kept on file at the contracting agency for a time equal to that specified for contract vendors and other parties in subdivision 5. These records are open to public inspection, subject to section [13.591](#) and other applicable law.

(e) The attorney general must periodically review and evaluate a sample of state agency contracts to ensure compliance with laws.

(f) Before executing a contract or license agreement involving intellectual property developed or acquired by the state, a state agency shall seek review and comment from the attorney general on the terms and conditions of the contract or agreement.

Subd. 2a. Emergency authorization.

The commissioner may grant an agency approval to authorize work to begin on a contract prior to the full execution of the contract in the event of an emergency as defined in section [16C.10, subdivision 2](#).

Subd. 3.

[Repealed by amendment, [2014 c 196 art 2 s 4](#)]

Subd. 4. Contract administration.

A contracting agency shall diligently administer and monitor any contract it has entered into. The commissioner may require an agency to report to the commissioner at any time on the status of any contracts to which the agency is a party.

Subd. 5. Subject to audit.

A contract or any pass-through disbursement of public funds to a vendor of goods or services or a grantee made by or under the supervision of the commissioner or any county or unit of local government must include, expressed or implied, an audit clause that provides that the books, records, documents, and accounting procedures and practices of the vendor or other party, that are relevant to the contract or transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. If the contracting agency is a local unit of government, and the governing body of the local unit of government requests that the state auditor examine the books, records, documents, and accounting procedures and practices of the vendor or other party pursuant to this subdivision, the contracting agency shall be liable for the cost of the examination. If the contracting agency is a local unit of government, and the grantee, vendor, or other party requests that the state auditor examine all books, records, documents, and accounting procedures and practices related to the contract, the grantee, vendor, or other party that requested the examination shall be liable for the cost of the examination. An agency contract made for purchase, lease, or license of software and data from the state is not required to contain this audit clause.

Subd. 6. Authority of attorney general.

The attorney general may pursue remedies available by law to avoid the obligation of an agency to pay under a contract or to recover payments made if services performed or goods received under the contract are so unsatisfactory, incomplete, or inconsistent that payment would involve unjust enrichment. The contrary opinion of the contracting agency does not affect the power of the attorney general under this subdivision.

Subd. 7. Contracts with Indian tribes and bands.

Notwithstanding any other law, an agency may not require an Indian tribe or band to deny its sovereignty as a requirement or condition of a contract with an agency.

History:

[1994 c 632 art 3 s 33](#); [1998 c 386 art 1 s 6](#); [1999 c 86 art 1 s 11](#); [1999 c 230 s 1](#); [2000 c 488 art 2 s 1](#); [1Sp2001 c 8 art 2 s 10](#); [1Sp2001 c 10 art 2 s 37](#); [2003 c 130 s 12](#); [1Sp2003 c 1 art 2 s 48,49](#); [2004 c 206 s 7](#); [2007 c 148 art 2 s 35,36](#); [2009 c 101 art 2 s 109](#); [2014 c 187 s 3](#); [2014 c 196 art 1 s 5](#); [art 2 s 4](#)

2024 Anoka County Municipal Waste Abatement Grant Funding Award Letter

Contract number: C0010105

The Municipality of Blaine is eligible for a total of \$203,423.00 for their Municipal program abatement efforts in 2024, plus if awarded upon request up to an additional \$20,000.00.

The total funding for the 2024 Residential Recycling Program is based on the budgeted amounts stated in the Municipal Waste Abatement Grant Funding Application.

The Grant Funding Award for Blaine is as follows:

	Amount Eligible	Amount Requested	Amount Awarded
Base Funding Allocation	\$ 137,445.00	\$ 116,800.00	\$ 116,800.00
Enhancement Funding Allocation			
	Amount Eligible	Amount Requested	Amount Awarded
Drop-off Grant	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
General Enhancement Grant	\$ 25,489.00	\$ 10,000.00	\$ 10,000.00
Organics Grant	\$ 25,489.00	\$ 25,000.00	\$ 25,000.00
Labor & Staffing	\$ -	\$ 36,623.00	\$ 36,623.00
Total (Base + Enhancement Funding + Labor & Staffing)	\$ 203,423.00	\$ 203,423.00	\$ 203,423.00
Supplemental Funding	\$ -	\$ -	\$ -
Total Funding Award (Base + Enhancement + Labor & Staffing and Supplemental)			\$ 203,423.00

To the extent that the Municipality requested funds in excess of the total eligible amount, the excess amount in any category is denied.

The annual tonnage goal for Blaine is: 7,535 tons

Reviewed by: Jill Curran

Dated: 09/08/23

Approved by: Alison Peterson

Dated: 09/08/2023



Anoka County Municipal Waste Abatement Grant Funding Application

Cycle: *Annual* | Year: *2023* | Status: *Verified*

Member Name: *City of Blaine*

2024 Applications are due June 2, 2023.

City of Blaine is requesting the following funding for their 2024 Anoka County municipal waste abatement program efforts.

General Instructions

This application is provided to each municipality in Anoka County for funds to support and increase recycling activities and programs within the municipality.

The funds allocated in this application are based on the number of households in the municipality. The number of households is determined using the most current Met Council household data available. For calendar year 2024, 2021 Met Council data has been used to determine the number of households for this application.

There are three sections in this funding application:

- Base Funding
- Enhancement Funding
- Supplemental Funding

The Enhancement Funding section of the application also has three parts:

- Drop-off
- General Enhancement
- Organics Program Funding

Please complete each section of the grant application. A number value must be entered in each field before submitting the application. If no funds are being requested for any given field, enter a zero. **If a completed funding application isn't submitted by June 2, 2023, the municipality will not be eligible for funding.**

In a separate Re-TRAC form, reimbursement requests will be submitted twice a year.

USER TIPS

To contact support from within this form: Click "Support" at the top of the screen or "Program Support Request" in the green bar at the top of the form.

To print this form: Click the "Export" button found on upper top right corner of the form. You must save the form before you can export it.

To see eligible expenses within each section: Click "view eligible expense" in each section.

Click [here](#) to download the full Eligible Expenses document.

To save this form while working on it: Click "Save" at the bottom of the form and select "Save as Draft".

To submit this form: Click “Save” at the bottom of the form and if there are no errors, click the “Mark as Complete” option. Note that once you mark the form as complete, you cannot make changes to it.

Eligible Expenses

The following items are examples of eligible expenses allowed for reimbursement.

Collection Expenses: If residents are charged recycling fees for curbside or recycling events, waste abatement funds will reimburse the difference between the fees collected and the cost of recycling or composting the materials.

Equipment: The cost to purchase, maintain and repair equipment that is used exclusively to operate the recycling or composting program.

Containers: The cost for recycling or organics containers.

Promotion: The entire cost of a publication if totally dedicated to waste reduction, recycling or composting information or a percentage of the cost for the portion of a municipal publication dedicated to waste management information.

Staffing: Labor and staffing directly related to recycling program administration and implementation may be funded up to 75% of total funding allocation. See Labor & Staffing section below for more information.

Ineligible Expenses

The following general operating expenses should NOT be submitted for reimbursement.

Standard Operational Expenses/Building Overhead: Since most of the municipal recycling coordinators are part-time positions and staff serve multiple roles at the municipality, standard operating expenses including office space rental, leasing office equipment and general office supplies, are not eligible for reimbursement.

Project Expenses: Specific to transportation, energy or ground water protection.

Collection Costs: The costs for general waste and recycling collection at municipal buildings, trash costs when advertised as being accepted at a recycling/cleanup day, and costs associated with road side cleanup of illegally dumped materials should not be included in this application.

General Municipal Staff: Staff time related to standard municipal operations (city administrator, office administration, facilities management, finance and legal staff) are not eligible for reimbursement. If municipal staff do not assist the recycling coordinator directly on activities to help the municipality achieve its recycling goal, e.g. communications and collecting, processing or marketing recyclable materials and organics, their time will not be reimbursed.

Click here to view previous years application:

Click [here](#) to download the full Eligible Expenses document.

2024 Total Funding Allocation

 **MANAGE ONLY**

Your Community has access to the following funds for 2024:

\$ 203,423.00

(An additional \$20,000 in discretionary funds may be available through the Supplemental Funding section.)

2024 BASE Funding Allocation

All municipalities are eligible for base waste abatement grant funding. When completing this application, base funding requests should fall under one of the following categories:

- regular curbside collection,
- general operations of a drop-off center,
- costs for spring and fall recycling days,
- basic promotion,
- yard waste collection and
- percentage of time the recycling coordinator spends on waste abatement activities.

Base Funding is \$10,000.00 base, plus \$5.00/household (household counts are based on 2021 Met Council estimates)

Municipality Name:

City of Blaine

MANAGE ONLY

of households

25,489

Base Funding

\$ 10,000.00

Base Funding Additional (based on \$5/household)

\$ 127,445.00

Total Base Funding Allocation

\$ 137,445.00

Curbside Collection

Complete ALL required fields below, if value is zero, enter "0.00".

Click [here](#) to download the Curbside Collection Eligible Expenses document.

Collection Service Provider Expenses *

\$ 1,145,000.00

Contamination Fees *

\$ 0.00

Additional Expenses *

\$ 0.00

Curbside Collection Expense Subtotal

\$

1,145,000.00

Estimated Revenue *

\$ 1,047,700.00

Curbside Collection Expenses

\$

97,300.00

Negative values here will not carry forward to other sections.

General Operations of a Drop-Off Center/Spring or Fall Recycling Day(s)

Click [here](#) to download the General Operations of a Drop-off Center/Spring or Fall Recycling Days Eligible Expenses document.

Complete ALL required fields below, if value is zero, enter "0.00".

DO NOT include any expenses for tires, oil, antifreeze & oil filters. These expenses should be listed in the Problem Materials section.

Collection Service Provider Expenses *

\$

0.00

Equipment *

\$

0.00

Facility Expenses *

\$

0.00

Please enter Labor & Staffing expenses in Labor & Staffing section below.

General Operations of a Drop-off Expense Subtotal

\$

0.00

Estimated Revenue *

\$

0.00

General Operations of a Drop-off Expenses

\$

0.00

Negative values here will not carry forward to other sections.

Promotion -- Base Funding

Click [here](#) to download the Promotion Eligible Expenses document.

Complete ALL required fields below, if value is zero, enter "0.00".

Printing *

\$

5,000.00

Postage *

\$

10,000.00

Advertising *

\$

0.00

Volunteer Incentives *

\$

0.00

Educational Entertainment *

\$

2,000.00

Promotion -- Base Funding Expenses	\$
17,000.00	

Yard Waste/Tree Waste

Click [here](#) to download the Yard/Tree Waste Eligible Expenses document.

Complete ALL required fields below, if value is zero, enter "0.00".

Collection Service Provider Expenses *	\$	0.00
--	----	------

Equipment *	\$	0.00
-------------	----	------

Yard Waste/Tree Waste Expenses Subtotal	\$
0.00	

Estimated Revenue *	\$	0.00
---------------------	----	------

Yard Waste/Tree Waste Expenses	\$
0.00	Negative values here will not carry forward to other sections.

Problem Materials
(Tires, Oil, Antifreeze, and Oil Filters)

Click [here](#) to download the Problem Materials Eligible Expenses document.

Complete ALL required fields below, if value is zero, enter "0.00".

Service Provider Expenses *	\$	0.00
-----------------------------	----	------

Estimated Revenue *	\$	0.00
---------------------	----	------

Problem Material Expenses	\$
0.00	Negative values here will not carry forward to other sections.

Program Administration -- Base Funding

Click [here](#) to download the Program Administration Eligible Expenses document.

Complete ALL required fields below, if value is zero, enter "0.00".

Office supplies *	\$	500.00
-------------------	----	--------

Training *	\$	500.00
------------	----	--------

Mileage *	\$	0.00
-----------	----	------

Membership Dues, Periodicals *	\$ 500.00
Professional Services *	\$ 1,000.00

Please enter Labor & Staffing expenses in Labor & Staffing section below.

Program Administration- Base Funding Expenses	\$
2,500.00	

Total BASE Funding Requested	\$ 116,800.00
Funding Remaining	\$ 86,623.00

2024 ENHANCEMENT Funding Allocation

The purpose of the Anoka County Municipal Waste Abatement grant funding program is to increase recycling and organics diversion and help the County achieve the State mandated goal of 75% recycling/composting by 2030. The County recognizes that this funding is needed to support established infrastructure costs that exceed the Base and each communities funding. To be eligible for grant funds, municipalities must apply for these funds. Applicants must itemize expenditures within each of the three grant sections, Drop-off, General Enhancement and Organics Program, below and calculate the total grant request for each category.

Drop-off Grant

This grant is allocated to cover additional drop-off center costs or events beyond the regularly scheduled spring and fall recycling days.

The grant for this section is \$10,000.00 for municipalities with up to 4,999 households and \$15,000.00 for municipalities with household counts 5,000 and over.

Below are examples of materials that can be collected for reuse or recycling. Only list organics expenses in the organics section.

Additional Reusable or Recyclable Materials Collected at Permanent Drop-off Centers or Special Events:
Appliances, Electronics, Mattresses*, Confidential Document Destruction, Fluorescent Bulbs, Household Batteries, Fire Extinguishers, Propane Tanks, Bicycles**, and Clothing**.

Additional Items:
Block and Shape Polystyrene, Cell Phones, Film Plastic/Bags, Furniture***, Household Goods**, String Lights/Extension Cords, Printer Cartridges

* None of these materials should be advertised as being collected on a Recycling Day and then disposed of as trash
** Items that should be evaluated for reuse prior to recycling

MANAGE ONLY	
Drop-off Grant Amount Available	\$
15,000.00	

Click [here](#) to download the Drop-off Eligible Expenses document.

Permanent Drop-off Center Enhancements

Complete ALL required fields below, if value is zero, enter "0.00".

Collection Service Provider Expenses *	\$	0.00
New Equipment & Supplies *	\$	0.00
New Construction *	\$	0.00

Please enter Labor & Staffing expenses in Labor & Staffing section below.

Permanent Drop-off Center Enhancement Expenses Subtotal	\$	0.00
Estimated Revenue *	\$	0.00
Permanent Drop-off Center Enhancement Expenses	\$	0.00

Negative values here will not carry forward to other sections.

Monthly or Quarterly Drop-off Events

Complete ALL required fields below, if value is zero, enter "0.00".

Collection Service Provider Expenses *	\$	15,000.00
New Equipment & Supplies *	\$	0.00
User Coupon Incentives *	\$	0.00

Please enter Labor & Staffing expenses in Labor & Staffing section below.

Monthly or Quarterly Drop-off Events Expense Subtotal	\$	15,000.00
Estimated Revenue *	\$	0.00
Monthly or Quarterly Drop-off Event Expenses	\$	15,000.00

Negative values here will not carry forward to other sections.

Total Drop-off Grant Requested	\$	15,000.00
--------------------------------	----	-----------

General Enhancement Grant

The grant amount available for this section is calculated using \$1.00/household.

General Enhancement Grant Amount Available \$

25,489.00

Click [here](#) to download the General Enhancement Eligible Expenses document.

Park Recycling

Complete ALL required fields below, if value is zero, enter "0.00".

Collection Service Provider Expenses *

\$ 0.00

Recycling Containers *

\$ 0.00

Recycling Bags *

\$ 0.00

Please enter Labor & Staffing expenses in Labor & Staffing section below.

Park Recycling Expenses \$

0.00

Special Municipal Programs or Events - Please list any organics expenses in the organics section.

Complete ALL required fields below, if value is zero, enter "0.00".

Service Provider Expenses *

\$ 0.00

Supplies & Containers *

\$ 0.00

Please enter Labor & Staffing expenses in Labor & Staffing section below.

Special Municipal Program or Event Expenses Subtotal \$

0.00

Estimated Revenue *

\$ 0.00

Special Municipal Program or Event Expenses \$

0.00

Negative values here will not carry forward to other sections.

Special Curbside Recycling Collection

Complete ALL required fields below, if value is zero, enter "0.00".

Collection Service Provider Expenses *

\$ 0.00

Subsidy to Resident *

\$ 0.00

Special Curbside Recycling Collection Expenses Subtotal \$

0.00

Estimated Revenue *

\$ 0.00

Special Curbside Recycling Collection Expenses \$

0.00

Negative values here will not carry forward to other sections.

Multi-Family Recycling Outreach

Complete ALL required fields below, if value is zero, enter "0.00".

Supplies & Containers *

\$ 0.00

Please enter Labor & Staffing expenses in Labor & Staffing section below.

Multi-Family Recycling Outreach Expenses \$

0.00

Promotion -- Enhancement Funding

Complete ALL required fields below, if value is zero, enter "0.00".

Printing *

\$ 4,000.00

Postage *

\$ 6,000.00

Advertising *

\$ 0.00

Volunteer Incentives *

\$ 0.00

Educational Entertainment *

\$ 0.00

Promotion -- Enhancement Funding Expenses \$

10,000.00

Total General Enhancement Grant Requested \$

10,000.00

Organics Program Grant

The grant amount for this section is \$0.50/household if additional curbside or drop-off grant programs are not offered to residents or \$1.00/household if curbside or drop-off organics programs are offered to residents.

Does your municipality offer curbside or drop-off organics programs to your residents? *

- ☒ Yes
- ☐ No

Amount Available

\$ 25,489.00

Click [here](#) to download the Oranics Eligible Expenses document.

Organics Program Expenses

Complete ALL required fields below, if value is zero, enter "0.00".

Collection Service Provider Expenses *

\$ 5,000.00

Organics Equipment *

\$ 10,000.00

Organics Only - Promotion *

\$ 10,000.00

Please enter Labor & Staffing expenses in Labor & Staffing section below.

Organics Program Expenses Subtotal

\$ 25,000.00

Estimated Revenue *

0.00

Organics Program Expenses

\$ 25,000.00

Negative values here will not carry forward to other sections.

Total ENHANCEMENT Funding Requested

\$ 50,000.00

Labor & Staffing (All Programs)

Salary and labor expenses must be directly related to recycling program operations and administration. These expenses may be funded up to 75% of funding allocation (not including supplemental funding). The final % and expense amount for salary and labor will be determined after Anoka County approves the submitted staffing and labor metric.

Upload 2024 Staffing Metric and Drop-off Calculator *

2024 Staffing Metric and Drop-off Calculator.xlsx

Upload a scanned pdf of recent promotion for your current curbside or drop-off opportunities. It can be from a brochure, newsletter or from your website, for how your special curbside collection program works, and/or what is accepted at your city or town offices (during business hours), spring recycling event, permanent drop-off centers or other drop-off events. *

recyclingsaturdaysflyer.pdf

Click [here](#) to download the Curbside Collection Eligible Expenses document.

 MANAGE ONLY

10 of 13
Page 73 of 290

Admin only: The approved Labor and Staffing % from your 2023 Staffing Metric has been inserted to provide an estimate of typical Labor and Staffing costs for your community. In general, this percentage has not changed much over the last two years. If your 2024 Staffing Metric % increases due to program changes, this will be taken into consideration to raise the %.

41 %

 MANAGE ONLY

Labor & Staffing Maximum Funds Available \$

83,403.430

General Program Administration * \$ 36,623.00

Program Implementation * \$ 0.00

Total Labor & Staffing Expenses Requested: \$ 36,623.00

Supplemental Funding Request

Supplemental grant funding is currently available to help support municipal waste abatement programs and/or new program development. Supplemental funding, however, should not be depended on for long-term program sustainability. Before requesting supplemental additional grant program dollars, it is critical that your municipality is willing to support and sustain the services before implementation.

Please be aware that there is a limited amount of supplemental funding available for this section. If the County receives more funding requests than funds, the funds may be reduced or denied for a municipalities supplemental funding request. Grants will be evaluated based on which projects best help the County meet the State mandated goal of 75% by 2030.

The maximum supplemental grant available may be up to \$20,000.00 per municipality.

Supplemental Funding – may include:

- Collection service provider expenses for additional materials
- Additional expenses from construction and paving projects
- Large equipment purchases
- New program expenses

Do you need additional funds to grow existing waste abatement programs? *

☐ Yes ☒ No

Summary of Funding Requested

Base Funding Requested \$ 116,800.00

Enhancement Funding Requested

Drop-off Grant Requested	\$	15,000.00
General Enhancement Grant Requested	\$	10,000.00
Organics Program Grant Requested	\$	25,000.00

Total Enhancement Funding Requested \$

50,000.00

Labor & Staffing Funding Requested	\$	36,623.00
Supplemental Funding Requested	\$	

Total Funding Requested \$

203,423.00

Date: *

05/30/2023

Name: *

Kyle Howard

Title: *

Utility Billing Supervisors/Recycling Coordinator

Total Funding Granted

MANAGE ONLY

Base Funding Granted

116,800.00

MANAGE ONLY

Drop-off Funding Granted

15,000.00

MANAGE ONLY

General Enhancement Funding Granted

10,000.00

MANAGE ONLY

Organics Program Funding Granted

25,000.00

MANAGE ONLY

Labor & Staffing Funding Granted

36,623.00

 **MANAGE ONLY**

Supplemental Funding Granted

0.00

Total Funding Granted

\$ 203,423.00

 **MANAGE ONLY**

*****Office Use Only*****

Received By:

Sue Doll

Date:

05/31/2023

Manager Notes for Reporters:

Created: Apr 28, 2023 at 03:22 PM CDT
| Robin WodziakRobin.Wodziak@co.anoka.mn.us
Last Updated: Jun 29, 2023 at 02:18 PM CDT
| Sue DollSue.Doll@co.anoka.mn.us

Contract# C0010105**ANOKA COUNTY HUMAN SERVICES
CONTRACTOR INFORMATION SHEET**

Please review the following information for accuracy and completeness, indicate any changes, sign and return to:

Angie Rodine
Anoka County Human Services
2100 3rd Ave, Suite 500
Anoka, MN 55303

LEGAL NAME FOR CONTRACTOR: Blaine, City of

(Legal name and name on Certificate of Insurance must be exactly the same in order for County Signatures to be obtained on the Contract.)

Doing Business As: Blaine, City of

Business/Corporate Address: 10801 Town Square Drive NE

Blaine, MN 55449

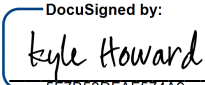
National Provider Identification (NPI) #: .

Federal Tax Identification #: 41-6008302

NOTICE: Federal Business Tax ID/Social Security Number is needed for tax purposes as mandated by Section 1211 of the Tax Reform Act of 1976 and Minn. Stat 270.66. This information will be shared with the Minnesota Department of Revenue, the Minnesota Department of Human Services, the Internal Revenue Service, and the U.S. Department of Health, Education and Welfare for the purposes of administering the income tax, child support obligation and social security tax programs.

Individual who Contractor is designating to receive notice under the contract and to act as the responsible authority for data requests under the Minnesota government data practices act (Minn. Stat. Chap. 13):

Name:	Phone:	Fax:	Email:
<u>Kyle Howard</u>	<u>763-717-2637</u>	<u>763-785-6181</u>	<u>khoward@blainemn.gov</u>

Signature (Required): 
5F7B53DFAF574A9...

Date: 9/18/2023

Insurance Agency: _____

Name of Agent: _____

Telephone Number of Insurance Agent: _____

Person Completing this Form:

Name: Kyle Howard

Title: Utility Billing Supervisor

Phone: 763-717-2637

Fax: 763-785-6149

Email: khoward@blainemn.gov

Certificate Of Completion

Envelope Id: BCD12030F757404099EFEEA86EE7C21D

Status: Sent

Subject: City of Blaine SCORE Contract# C0010105

Source Envelope:

Document Pages: 47

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Angie Rodine

AutoNav: Enabled

Anoka County Government Center

Enveloped Stamping: Enabled

2100 3rd Avenue

Time Zone: (UTC-06:00) Central Time (US & Canada)

Anoka, MN 55303

angela.rodine@co.anoka.mn.us

IP Address: 156.98.106.233

Record Tracking

Status: Original

Holder: Angie Rodine

Location: DocuSign

9/13/2023 10:31:00 AM

angela.rodine@co.anoka.mn.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: HS-Public Health & Environmental Services

Location: DocuSign

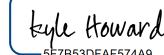
Signer Events**Signature****Timestamp**

Kyle Howard

khoward@blainemn.gov

Security Level: Email, Account Authentication
(None)

DocuSigned by:


5F7B53DFAF574A9...

Sent: 9/13/2023 10:44:18 AM

Viewed: 9/18/2023 11:43:13 AM

Signed: 9/18/2023 11:46:13 AM

Signature Adoption: Pre-selected Style

Using IP Address: 199.249.109.219

Electronic Record and Signature Disclosure:

Accepted: 9/28/2022 6:58:54 AM

ID: e4fb0ece-1b4a-46ea-9b7f-13182cb5f79d

Company Name: Anoka County

Tim Sanders

Sent: 9/18/2023 11:46:17 AM

tsanders@blainemn.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 10/17/2022 11:13:30 AM

ID: 165b9c71-9c07-4e32-a1c1-28556eaac791

Company Name: Anoka County

Michelle Wolfe

mwolfe@blainemn.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 10/25/2022 1:26:34 PM

ID: deea9032-1b49-442e-9bee-ffa689569bce

Company Name: Anoka County

Rhonda Sivarajah

Rhonda.Sivarajah@anokacountymn.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Kurt Deile

Kurt.Deile@anokacountymn.gov

Security Level: Email, Account Authentication
(None)

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Angie Rodine Angela.Rodine@co.anoka.mn.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/8/2021 1:44:58 PM ID: 6e2d50ad-740c-4672-beb3-aa4bab51e013 Company Name: Anoka County		
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Jason Zimmerman jzimmerman@blainemn.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jill Rykhus Jill.Rykhus@anokacountymn.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jill Rykhus Jill.Rykhus@anokacountymn.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Glenna Anderson Glenna.Anderson@anokacountymn.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Robin Wodziak Robin.Wodziak@anokacountymn.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

COPIED

Sent: 9/18/2023 11:46:16 AM

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/13/2023 10:44:19 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

The following information constitutes Anoka County's (we, us or Company) written notices or disclosures relating to your use of DocuSign in relation to Anoka County's license. Described below are the terms and conditions for providing notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (30 days) after the documents are first sent to you. At any time, if you request paper copies of any documents, you may be charged a fee. You may request paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices, disclosures and documents from us electronically, you may change your mind and tell us that going forward you want to receive documents only in paper format. Please note, processing time will be slowed down dramatically as we will be required to print and send the document through the mail and await your return of the documents. The process to change the method of receipt is described below.

All notices and disclosures will be sent to you electronically

Upon your acceptance to receive electronic notifications, all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you will be provided electronically through the DocuSign system. All of the required documents will be provided to you at the address that you have given us.

How to contact Anoka County:

You may change your preferred method of contact whether electronically, or paper copies, or change your email address. You may also request paper copies of certain information from us, or withdraw your prior consent to receive documents. Please use the contact information below for your request and in the body of your correspondence, identify your desired action. If you are

changing an email address, please include your prior email address as well as your new address. If you no longer wish to receive future documents in electronic format, please include that request in the body of your email.

Email: helpdesk@co.anoka.mn.us

Phone: (763) 324-4110

Address: Anoka County Government Center
Attn: Information Technology, #300
2100 3rd Avenue
Anoka, MN 55303

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

ACKNOWLEDGEMENT

To confirm your access to the electronic notices and disclosures, which will be similar to other electronic notices and disclosures that we may provide to you, please acknowledge that you have read this ERSD by selecting the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Anoka County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Anoka County during the course of your relationship with Anoka County.



City of Blaine Staff Report

File Number: 2023-505

Agenda Date	Status
October 16, 2023	
In Control	File Type
City Council	Motion

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

Agenda Item # 8.4

Approve temporary parking restrictions for a Halloween event on October 31, 2023.

Executive Summary

The City Council is asked to approve no parking on the mailbox side of the street during a Halloween event on October 31, 2023, at 1749 118th Avenue NE in Blaine.

Background

The resident, an SBM Firefighter, at 1749 118th Avenue NE in Blaine hosts an annual Halloween maze on his property open to the public, free of charge. The resident uses this event as a collection point for food donations that will be donated to a local food shelf. Past Halloween events at this location have drawn hundreds of visitors and made the roads impassable for emergency response vehicles without the parking restrictions. Limiting parking to one side of the street will help ensure proper access for emergency vehicles. This request for parking restrictions helps ensure the roadways are safe and passable for this community event. The following is a list of the no-parking requests:

No Parking Mailbox side Devenport south between Cloud Dr and 118 Ave NE
No Parking Mailbox side 118 Ave NE between Davenport and London St NE
No Parking Mailbox side Isanti St NE between 119 Ave NE and 118 Ave NE
No Parking Mailbox side Hasting St NE between 118 Ave NE and 117 Ave NE
No Parking Mailbox side 117 Ave NE between Hastings St NE and London St NE

Strategic Plan Relationship

This action correlates with the strategic plan of providing opportunities for public events and gatherings.

Board/Commission Review

Financial Impact

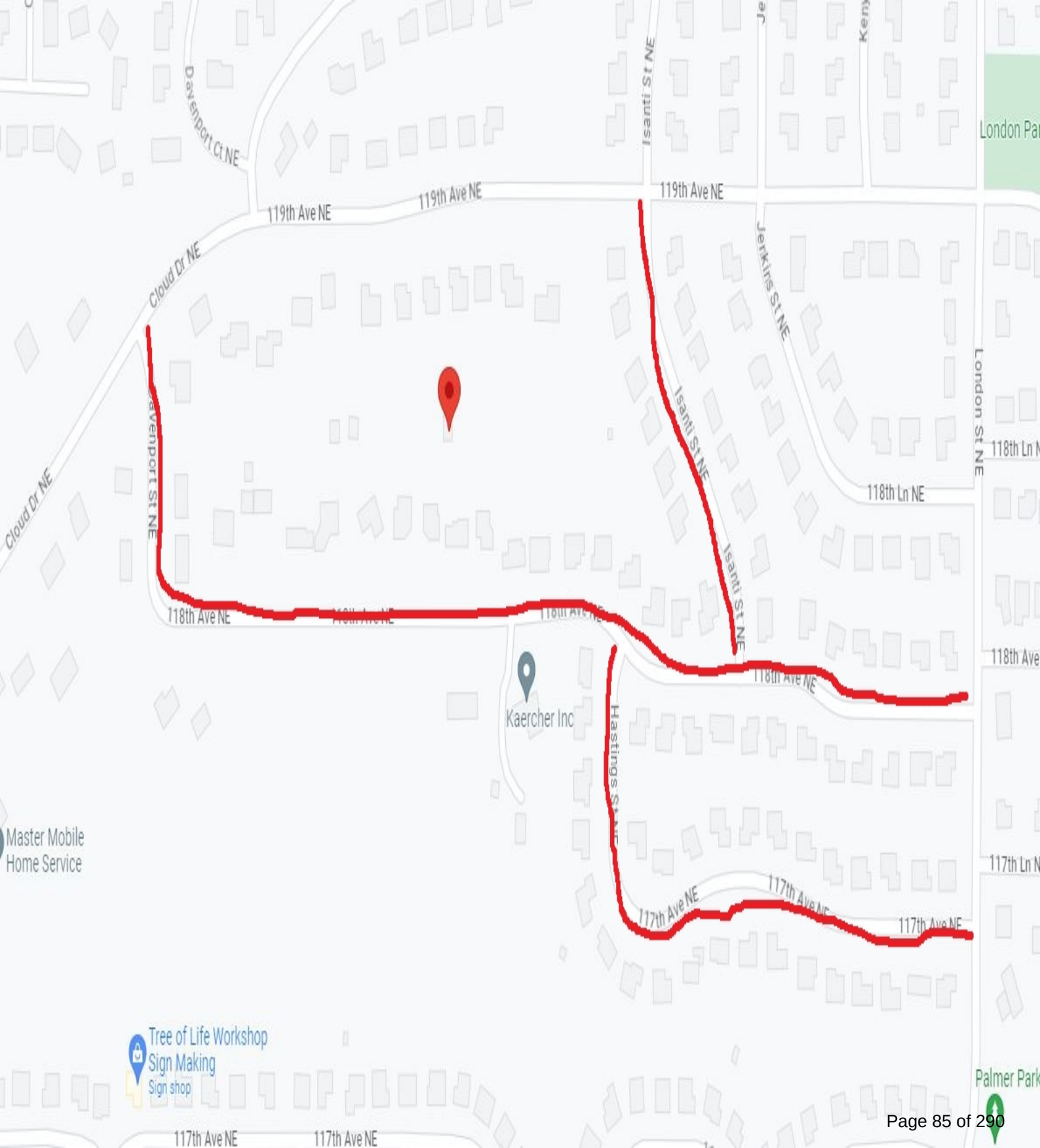
Public Outreach/Input

Staff Recommendation

By motion, approve the parking restrictions for the Halloween event on October 31, 2023, at 1749 118th Avenue NE in Blaine.

Attachment List

1. Frahm Halloween Event Map



London Park

London St NE

118th Ln NE

118th Ave NE

117th Ln NE

Palmer Park



City of Blaine Staff Report

File Number: 2023-511

Agenda Date	Status
October 16, 2023	
In Control	File Type
City Council	Motion

Approval of Consent Agenda: - Cathy Sorensen, City Clerk

Agenda Item # 8.5

Approve a Temporary On-Sale Intoxicating Liquor License for Infinite Campus Foundation to Host a Fundraiser at Infinite Campus, 4321 109th Avenue NE

Executive Summary

Council is asked to approve a temporary on-sale intoxicating liquor license to allow Infinite Campus Foundation to serve alcohol for a fundraiser.

Background

Kris Fredrick, applicant for Infinite Campus Foundation, has submitted an application for a temporary on-sale intoxicating liquor license for a fundraiser to be held at Infinite Campus, 4321 109th Avenue NE from 5:00 PM to 8:00 PM on Wednesday, November 1, 2023. Infinite Campus expects approximately 100 people to attend the fundraiser.

The applicant has paid the \$50 license fee and submitted all required documents, including a certificate of insurance to include liquor liability covering this event. A background check has been completed on the applicant and showed no reason to deny the application.

Strategic Plan Relationship

This item relates to the Growth Management strategic priority in the 2020-2023 strategic plan by providing opportunities for businesses and foundations to thrive while ensuring safe practices are employed.

Board/Commission Review

N/A

Financial Impact

License fees, adopted annually by the City Council, provide sufficient funding for review and issuance of the license.

Public Outreach/Input

N/A

Staff Recommendation

Approve a temporary on-sale intoxicating liquor license for a fundraiser at Infinite Campus, 4321 109th Avenue, from 5:00 PM to 8:00 PM on Wednesday, November 1, 2023.

Attachment List

None



City of Blaine Staff Report

File Number: 2023-478

Agenda Date	Status
-------------	--------

October 16, 2023

In Control	File Type
------------	-----------

City Council

Presentation

7:00 PM - Public Hearing and Items Published for a Certain Time - Brian Podany, Safety Services Manager/Police Chief

Agenda Item # 9.1

Unmanned Aircraft System (UAS) Drone Program

Executive Summary

The Blaine Police Department anticipates implementing an Unmanned Aerial System (UAS or drone) program and seeks to provide a transparent and inclusive input process, engaging the community through multiple communication paths.

Background

Public safety agencies across the country are beginning to see the benefits of the remote viewing capabilities of commercially available systems. In June 2023, the Minnesota Bureau of Criminal Apprehension (BCA) released their Legislative Report covering UAS data from 2022. This report documented a total of 98 agencies throughout the State with active UAS programs. This includes 56 sheriff's offices, 39 police departments, and three others including State Patrol, BCA, and Cannon River Task Force.

Members of the Blaine Police Department began researching the proper implementation of an UAS program this year. This included an in-depth review of MN State Statute 626.19 Use of Unmanned Aerial Vehicles. The State Statute addresses:

- Authorized uses
- Limitations on use
- Documentation requirements
- Data classification and retention
- Public comment
- Required written policies and procedures
- Notice of disclosure of a UAS with a warrant

- Mandatory reporting requirements to the BCA

The Blaine Police Department is planning to purchase a UAS, using forfeiture funds. The City Council was briefed at the June 5, 2023 Workshop and expressed support for proceeding with a UAS program.

One of the requirements for implementation of a UAS program by the Minnesota Legislation is public comment. Law enforcement agencies must provide an opportunity for public comment before purchase or use of a UAS. At a minimum, the agency must accept public comments submitted electronically or by mail. The governing body with jurisdiction over the budget of a local law enforcement agency must provide an opportunity for public comment at a regularly scheduled meeting.

The 30-day public comment period was implemented on 9/8/23, and the following options were provided to give feedback as follows:

- [Online Feedback Submittal Form](#)
- Email the UAS Unit at UASProgram@BlaineMN.gov
- Appear in person at the October 16, City Council meeting
- Submit comments in writing mailed to:

Blaine Police Department
c/o UAS Program
10801 Town Square Drive NE
Blaine MN 55449

As of October 10, only one public comment has been received, and it was positive feedback about the planned use of UAS technology.

The following links are attached to this agenda item as well as posted to the City of Blaine's website to offer additional information about the program:

[Blaine Police Department UAS Policy \(PDF\)](#)
[MN State Statute 626.19 Use of Unmanned Aerial Vehicles \(PDF\)](#)
[2022 BCA Legislative Report: Use of Unmanned Aerial Vehicles \(PDF\)](#)

The Department will share this information through regular media channels and seeks in-person input during the City Council meeting today, Monday, October 16 at 7PM.

Strategic Plan Relationship

The addition of this resource to the Blaine Police Department helps them provide essential public safety services to the community.

Board/Commission Review

N/A

Financial Impact

The cost of implementing a UAS Drone Program is approximately \$20,042.

Public Outreach/Input

Provided a 30-day public comment period. Invited the public to attend the 10/16 City Council Meeting to provide additional input.

Staff Recommendation

Listen to the public comments about the UAS Drone Program.

Attachment List

1. BCA UAV-Agency-Data-Collection-Form
2. Policy 606 Unmanned_Aerial_System
3. State Statute 626.19 Use of UAS
4. UAS FAQs
5. June 5 Workshop Minutes

UAV Agency Data Collection Form

Minnesota Statutes §626.19

Please fill out this form as completely as possible.

Agency Information

Name of Law Enforcement Agency	Originating Agency Identifier (ORI)
--------------------------------	-------------------------------------

UAV Program Data for Calendar Year

Calendar Year of Submission	Cost of UAV Program for Calendar Year	Number of Times UAVs Deployed Without Warrant
-----------------------------	---------------------------------------	---

Uses of UAVs Without Warrant

For each deployment of a UAV without a search warrant, provide the following on the second page of this form:

- date of the deployment
- statutory reason for the deployment

If you require space for additional entries, submit additional copies of this form.

The reasons for a UAV deployment without a search warrant allowed by statute are provided below:

Reason Code	Reason
1	during or in the aftermath of an emergency situation that involves the risk of death or bodily harm to a person
2	over a public event where there is a heightened risk to the safety of participants or bystanders
3	to counter the risk of a terrorist attack by a specific individual or organization if the agency determines that credible intelligence indicates a risk
4	to prevent the loss of life and property in natural or man-made disasters and to facilitate operational planning, rescue, and recovery operations in the aftermath of these disasters
5	to conduct a threat assessment in anticipation of a specific event
6	to collect information from a public area if there is reasonable suspicion of criminal activity
7	to collect information for crash reconstruction purposes after a serious or deadly collision occurring on a public road
8	over a public area for officer training or public relations purposes
9	for purposes unrelated to law enforcement at the request of a government entity provided that the government entity makes the request in writing to the law enforcement agency and specifies the reason for the request and proposed period of use

This form must be submitted to the BCA no later than January 15 of each calendar year.

To submit the form, click the button below or email the completed form to BCA.UAV.Submit@state.mn.us.

Submit completed form to BCA via email

#	Deployment Date	Reason Code
1		Select
2		Select
3		Select
4		Select
5		Select
6		Select
7		Select
8		Select
9		Select
10		Select
11		Select
12		Select
13		Select
14		Select
15		Select
16		Select
17		Select
18		Select
19		Select
20		Select
21		Select
22		Select
23		Select
24		Select
25		Select

#	Deployment Date	Reason Code
26		Select
27		Select
28		Select
29		Select
30		Select
31		Select
32		Select
33		Select
34		Select
35		Select
36		Select
37		Select
38		Select
39		Select
40		Select
41		Select
42		Select
43		Select
44		Select
45		Select
46		Select
47		Select
48		Select
49		Select
50		Select

#	Deployment Date	Reason Code
51		Select
52		Select
53		Select
54		Select
55		Select
56		Select
57		Select
58		Select
59		Select
60		Select
61		Select
62		Select
63		Select
64		Select
65		Select
66		Select
67		Select
68		Select
69		Select
70		Select
71		Select
72		Select
73		Select
74		Select
75		Select

#	Deployment Date	Reason Code
76		Select
77		Select
78		Select
79		Select
80		Select
81		Select
82		Select
83		Select
84		Select
85		Select
86		Select
87		Select
88		Select
89		Select
90		Select
91		Select
92		Select
93		Select
94		Select
95		Select
96		Select
97		Select
98		Select
99		Select
100		Select

Unmanned Aerial System

606.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the use of an unmanned aerial system (UAS) and for the storage, retrieval, and dissemination of images and data captured by the UAS (Minn. Stat. § 626.19).

606.1.1 DEFINITIONS

Definitions related to this policy include:

Unmanned aerial system (UAS) - An unmanned aircraft of any type that is capable of sustaining directed flight, whether preprogrammed or remotely controlled without the possibility of direct human intervention from within or on the aircraft (commonly referred to as an unmanned aerial vehicle (UAV)), and all of the supporting or attached systems designed for gathering information through imaging, recording, or any other means (Minn. Stat. § 626.19).

606.2 POLICY

Unmanned aerial systems may be utilized to enhance the department's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.

606.3 USE OF UAS

Only authorized operators who have completed the required training shall be permitted to operate the UAS.

UAS operations should only be conducted consistent with FAA regulations.

Members shall not use a UAS without a search warrant, except (Minn. Stat. § 626.19):

- (a) During or in the aftermath of an emergency situation or disaster that involves the risk of death or bodily harm to a person.
- (b) Over a public event where there is a heightened risk to the safety of participants or bystanders.
- (c) To counter the risk of a terrorist attack by a specific individual or organization if the agency determines that credible intelligence indicates a risk.
- (d) To prevent the loss of life or property in natural or man-made disasters and to facilitate operation planning, rescue, and recovery operations.
- (e) To conduct a threat assessment in anticipation of a specific event.
- (f) To collect information from a public area if there is reasonable suspicion of criminal activity.

Unmanned Aerial System

- (g) To collect information for crash reconstruction purposes after a serious or deadly collision occurring on a public road.
- (h) Over a public area for officer training or public relations purposes.
- (i) For purposes unrelated to law enforcement at the request of a government entity, provided the request is in writing and specifies the reason for the request and a proposed period of use.

606.3.1 DOCUMENTATION REQUIRED

Each use of a UAS should be properly documented by providing the following (Minn. Stat. § 626.19):

- (a) A unique case number
- (b) A factual basis for the use of a UAS
- (c) The applicable exception, unless a warrant was obtained

606.4 PROHIBITED USE

The UAS video surveillance equipment shall not be used:

- To conduct random surveillance activities.
- To target a person based solely on actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability.
- To harass, intimidate, or discriminate against any individual or group.
- To conduct personal business of any type.

The UAS shall not be weaponized (Minn. Stat. § 626.19).

606.4.1 ADDITIONAL PROHIBITIONS

Unless authorized by a warrant, a UAS shall not be deployed with facial recognition or biometric-matching technology (Minn. Stat. § 626.19).

Unless authorized by a warrant or for purposes of a permitted use outlined in this policy, a UAS shall not be used to collect data on public protests or demonstrations (Minn. Stat. § 626.19).

606.5 RETENTION OF UAS DATA

The deploying agency shall ensure that data collected by the UAS is disclosed or deleted as required by Minn. Stat. § 626.19, including the deletion of collected data as soon as possible, and in no event later than seven days after collection, unless the data is part of an active criminal investigation (Minn. Stat. § 626.19).

626.19 USE OF UNMANNED AERIAL VEHICLES.

Subdivision 1. **Application; definitions.** (a) This section applies to unmanned aerial vehicle data collected, created, or maintained by a law enforcement agency and to law enforcement agencies that maintain, use, or plan to use an unmanned aerial vehicle in investigations, training, or in response to emergencies, incidents, and requests for service. Unmanned aerial vehicle data collected, created, or maintained by a government entity is classified under chapter 13.

(b) For purposes of this section, the following terms have the meanings given:

(1) "government entity" has the meaning given in section 13.02, subdivision 7a, except that it does not include a law enforcement agency;

(2) "law enforcement agency" has the meaning given in section 626.84, subdivision 1;

(3) "unmanned aerial vehicle" or "UAV" means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft; and

(4) "terrorist attack" means a crime that furthers terrorism as defined in section 609.714, subdivision 1.

Subd. 2. **Use of unmanned aerial vehicles limited.** Except as provided in subdivision 3, a law enforcement agency must not use a UAV without a search warrant issued under this chapter.

Subd. 3. **Authorized use.** A law enforcement agency may use a UAV:

(1) during or in the aftermath of an emergency situation that involves the risk of death or bodily harm to a person;

(2) over a public event where there is a heightened risk to the safety of participants or bystanders;

(3) to counter the risk of a terrorist attack by a specific individual or organization if the agency determines that credible intelligence indicates a risk;

(4) to prevent the loss of life and property in natural or man-made disasters and to facilitate operational planning, rescue, and recovery operations in the aftermath of these disasters;

(5) to conduct a threat assessment in anticipation of a specific event;

(6) to collect information from a public area if there is reasonable suspicion of criminal activity;

(7) to collect information for crash reconstruction purposes after a serious or deadly collision occurring on a public road;

(8) over a public area for officer training or public relations purposes; and

(9) for purposes unrelated to law enforcement at the request of a government entity provided that the government entity makes the request in writing to the law enforcement agency and specifies the reason for the request and proposed period of use.

Subd. 4. **Limitations on use.** (a) A law enforcement agency using a UAV must comply with all Federal Aviation Administration requirements and guidelines.

(b) A law enforcement agency must not deploy a UAV with facial recognition or other biometric-matching technology unless expressly authorized by a warrant.

(c) A law enforcement agency must not equip a UAV with weapons.

(d) A law enforcement agency must not use a UAV to collect data on public protests or demonstrations unless expressly authorized by a warrant or an exception applies under subdivision 3.

Subd. 5. Documentation required. A law enforcement agency must document each use of a UAV, connect each deployment to a unique case number, provide a factual basis for the use of a UAV, and identify the applicable exception under subdivision 3 unless a warrant was obtained.

Subd. 6. Data classification; retention. (a) Data collected by a UAV are private data on individuals or nonpublic data, subject to the following:

(1) if the individual requests a copy of the recording, data on other individuals who do not consent to its release must be redacted from the copy;

(2) UAV data may be disclosed as necessary in an emergency situation under subdivision 3, clause (1);

(3) UAV data may be disclosed to the government entity making a request for UAV use under subdivision 3, clause (9);

(4) UAV data that are criminal investigative data are governed by section 13.82, subdivision 7; and

(5) UAV data that are not public data under other provisions of chapter 13 retain that classification.

(b) Section 13.04, subdivision 2, does not apply to data collected by a UAV.

(c) Notwithstanding section 138.17, a law enforcement agency must delete data collected by a UAV as soon as possible, and in no event later than seven days after collection unless the data is part of an active criminal investigation.

Subd. 7. Evidence. Information obtained or collected by a law enforcement agency in violation of this section is not admissible as evidence in a criminal, administrative, or civil proceeding against the data subject.

Subd. 8. Remedies. In addition to any other remedies provided by law, including remedies available under chapter 13, an aggrieved party may bring a civil action against a law enforcement agency to prevent or remedy a violation of this section.

Subd. 9. Public comment. A law enforcement agency must provide an opportunity for public comment before it purchases or uses a UAV. At a minimum, the agency must accept public comments submitted electronically or by mail. The governing body with jurisdiction over the budget of a local law enforcement agency must provide an opportunity for public comment at a regularly scheduled meeting.

Subd. 10. Written policies and procedures required. Prior to the operation of a UAV, the chief officer of every state and local law enforcement agency that uses or proposes to use a UAV must establish and enforce a written policy governing its use, including requests for use from government entities. In developing and adopting the policy, the law enforcement agency must provide for public comment and input as described in subdivision 9. The written policy must be posted on the agency's website, if the agency has a website.

Subd. 11. Notice; disclosure of warrant. (a) Within a reasonable time but not later than 90 days after the court unseals a warrant under this subdivision, the issuing or denying judge shall cause to be served on the persons named in the warrant and the application an inventory that shall include notice of:

(1) the issuance of the warrant or application;

(2) the date of issuance and the period of authorized, approved, or disapproved collection of information, or the denial of the application; and

(3) whether information was or was not collected during the period.

(b) A warrant authorizing collection of information with a UAV must direct that:

(1) the warrant be sealed for a period of 90 days or until the objective of the warrant has been accomplished, whichever is shorter; and

(2) the warrant be filed with the court administrator within ten days of the expiration of the warrant.

(c) The prosecutor may request that the warrant, supporting affidavits, and any order granting the request not be filed. An order must be issued granting the request in whole or in part if, from affidavits, sworn testimony, or other evidence, the court finds reasonable grounds exist to believe that filing the warrant may cause the search or a related search to be unsuccessful, create a substantial risk of injury to an innocent person, or severely hamper an ongoing investigation.

(d) The warrant must direct that, following the commencement of any criminal proceeding using evidence obtained in or as a result of the search, the supporting application or affidavit must be filed either immediately or at any other time as the court directs. Until the filing, the documents and materials ordered withheld from filing must be retained by the judge or the judge's designee.

Subd. 12. Reporting. (a) By January 15 of each year, each law enforcement agency that maintains or uses a UAV shall report to the commissioner of public safety the following information for the preceding calendar year:

(1) the number of times a UAV was deployed without a search warrant issued under this chapter, identifying the date of deployment and the authorized use of the UAV under subdivision 3; and

(2) the total cost of the agency's UAV program.

(b) By June 15 of each year, the commissioner of public safety shall compile the reports submitted to the commissioner under paragraph (a), organize the reports by law enforcement agency, submit the compiled report to the chairs and ranking minority members of the senate and house of representatives committees having jurisdiction over data practices and public safety, and make the compiled report public on the department's website.

(c) By January 15 of each year, a judge who has issued or denied approval of a warrant under this section that expired during the preceding year shall report to the state court administrator:

(1) that a warrant or extension was applied for;

(2) the type of warrant or extension applied for;

(3) whether the warrant or extension was granted as applied for, modified, or denied;

(4) the period of UAV use authorized by the warrant and the number and duration of any extensions of the warrant;

(5) the offense specified in the warrant or application or extension of a warrant; and

(6) the identity of the law enforcement agency making the application and the person authorizing the application.

(d) By June 15 of each year, the state court administrator shall submit to the chairs and ranking minority members of the senate and house of representatives committees or divisions having jurisdiction over data practices and public safety and post on the supreme court's website a full and complete report concerning the number of applications for warrants authorizing or approving use of UAVs or disclosure of information from the use of UAVs under this section and the number of warrants and extensions granted or denied under this section during the preceding calendar year. The report must include a summary and analysis of the data required to be filed with the state court administrator under paragraph (c).

History: 2020 c 82 s 5

NOTE: This section, as added by Laws 2020, chapter 82, section 5, is effective August 1, 2020, provided that the chief law enforcement officers adopt the written policy required under subdivision 10 no later than February 15, 2021. Laws 2020, chapter 82, section 5, the effective date.



Unmanned Aircraft Systems (UAS) Unit

Frequently Asked Questions

What is a Drone?

What many people refer to as a drone is actually defined by the Federal Aviation Administration (FAA) as Unmanned Aircraft Systems (UAS). Regardless of what it is called, it's a device capable of controlled flight, and does not have a pilot onboard. These aircraft are very highly regulated by the FAA.

How does a UAS work?

Simply stated, UAS fly using a sophisticated autopilot system that assists the pilot when flying the aircraft manually, or has the ability to fly the aircraft by itself using a pre-loaded flight plan designed by the pilot for that specific mission. The UAS is powered by a battery system and during flight the aircraft sends a constant stream of information to the pilot including altitude, heading, bearing, airspeed, position, battery levels, and a live video feed from the aircraft mounted camera system. If there is a loss of communication or the batteries are getting too low, the aircraft has the ability to automatically return to the point of takeoff or gently land immediately.

What kind of training do the pilots receive?

Our pilots are licensed police officers that receive highly specialized training. They must successfully pass the FAA's knowledge exam, specifically the Code of Federal Regulations (CFR), Title 14, Part 107 (UAS Pilot) certification. In addition to the FAA requirements, our pilots receive training on the operation of our UAS and must familiarize themselves with the Department's UAS operations policies.

What are the specs of your UAS?

The Blaine Police Department intends to purchase a DJI Matrice M30T UAS. It weighs just over 8 pounds, can fly for approximately 41 minutes on one charge, and can fly at a top speed of 29 miles per hour. It is equipped with a camera and thermal imaging sensor. It also has a spotlight and loudspeaker attachment.

Do other enforcement agencies operate UAS?

Yes, the application of UAS allows law enforcement officers to be safer and more effective in a variety of public safety operations. At the end of 2022 there were 98 law enforcement agencies in Minnesota operating UAS and there were a total of 3076 incidents where a UAS was used.

How do you intend to use your UAS?

The most frequent uses for the UAS are searching for missing persons and locating criminals attempting to avoid arrest. Aerial views provide a different vantage point and can be enhanced with the use of the FLIR thermal imaging sensor, which allows us to see anything with a heat signature. The UAS is flown in accordance with federal laws, state laws, and the Department's UAS operational policies.

When can you use a UAS without a search warrant?

Minnesota Statute 626.19 restricts the use of a UAS without a search warrant to the following nine circumstances:

- a) During or in the aftermath of an emergency situation or disaster that involves the risk of death or bodily harm to a person.
- b) Over a public event where there is a heightened risk to the safety of participants or bystanders.
- c) To counter the risk of a terrorist attack by a specific individual or organization if the agency determines that credible intelligence indicates a risk.
- d) To prevent the loss of life or property in natural or man-made disasters and to facilitate operation planning, rescue, and recovery operations.
- e) To conduct a threat assessment in anticipation of a specific event.
- f) To collect information from a public area if there is reasonable suspicion of criminal activity.
- g) To collect information for crash reconstruction purposes after a serious or deadly collision occurring on a public road.
- h) Over a public area for officer training or public relations purposes.
- i) For purposes unrelated to law enforcement at the request of a government entity, provided the request is in writing and specifies the reason for the request and a proposed period of use.

How much do they cost?

The implementation of our UAS program with a DJI Matrice M30T UAS costs \$20,042.00. That includes the UAS, the remote controller, spotlight, loudspeaker, and a full set of batteries (this was the lowest price among five vendors we researched). In contrast, manned aviation can cost hundreds to thousands of dollars per hour. A UAS can fly much lower than a traditional manned helicopter and has the added benefit of being much quieter so as to not disturb residents. Many other law enforcement agencies have demonstrated how a UAS is a practical, cost effective alternative to manned aviation.

What restrictions are in place to protect citizen's civil liberties and privacy concerns?

Historically, law enforcement has had the ability to have an aerial view with manned aircraft for many decades. As a result, case law has been established that guides our use of the aircraft. There is no effort here to somehow use the UAS to circumvent well established 4th Amendment protections. The technology in the UAS is appropriately limited. For example, the equipment does not allow us to see through walls, listen to conversations, monitor cell phones, etc. The unmanned systems are mission and incident driven only. It will not be used for arbitrary surveillance. Images collected with the use of this technology are handled and retained within public safety standards, consistent with images collected with any camera by law enforcement and are subject to professional standards, codes of conduct, case law, and with the public's trust in mind.

Can you legally fly over my property?

Yes. The Blaine Police Department UAS team can legally fly over your property with the same guidelines that apply to manned aviation. We are bound by federal law and the laws of the State of Minnesota that direct the use of UAS as it relates to the privacy of citizens.

Does the UAS carry weapons?

No. Our policy prohibits our UAS from being equipped with weapons of any sort. The attachable accessories we use include a spotlight, loudspeaker, and lighting.

Can the UAS be hacked with the controls taken over by someone else?

No. The control data that travels through the air is encrypted. In addition, safeguards are in place so that if the technology fails, the aircraft either automatically returns to the original point of take-off for landing, or slowly descends to the ground to land safely.

Can the Blaine Police Department be hired by a resident or business to fly the systems for commercial use?

No. This would violate our flight approvals from the Federal Aviation Administration (FAA).

Can citizens buy their own UAS and fly them?

Yes. As long as they follow the appropriate FAA regulations. There are airspace restrictions in our area due to the Anoka County-Blaine Airport (Janes Field).

Will my privacy be impacted?

No, your privacy will not be impacted. Maintaining an individual's privacy and protecting the civil liberties of all persons is of paramount importance to the Blaine Police Department. We are bound by federal law and the laws of the State of Minnesota that direct the use of UAS as it relates to the privacy of citizens. Again, our UAS will not be used for arbitrary surveillance and must comply with all federal regulations and laws.



City of Blaine

City Council Workshop

June 5, 2023 | 5:30 PM
Blaine City Hall
10801 Town Square Drive NE
Blaine, MN 55449

MINUTES

NOTICE OF WORKSHOP MEETING

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

1. Call to Order

The meeting was called to order by Mayor Sanders at 5:30PM.

ROLL CALL

PRESENT: Mayor Tim Sanders, Councilmembers Leslie Larson, Chris Massoglia, Tom Newland, Jess Robertson, and Lori Saroya.

ABSENT: Councilmember Terra Fleming.

Quorum Present.

ALSO PRESENT: City Manager Michelle Wolfe; Community Development Director Erik Thorvig; City Planner Sheila Sellman; Safety Services Director/Police Chief Brian Podany; Finance Director Joe Huss; Deputy Finance Director Ali Bong; Director of Engineering Dan Schluender; City Attorney Tom Loonan; Senior Parks and Recreation Manager Jerome Krieger; Police Sergeant Travis Hale; Communications Manager Ben Hayle; and City Clerk Catherine Sorensen.

2. New Business

2.1. 2023-228 Metropolitan Council Update

Sponsors: Michelle Wolfe, City Manager

City Manager Wolfe stated Metropolitan Council Member Peter Lindstrom was in attendance to provide the city council with a general update.

Met Council Member Peter Lindstrom shared an update with council on District 10. He noted he served as an elected local government official for 20 years and was now serving on the Met Council. He reviewed the major items addressed by the Met Council which were waste water, transit, community development, HRA and parks. He thanked Councilmember Robertson for serving on the Met Council Transportation Board. He thanked the city council

for their time and encouraged the council to contact him with comments or concerns.

2.2. 2023-213 Infrastructure Funding Options for Development at the Southwest Corner of 125th Avenue and Lexington Avenue
Sponsors: Erik Thorvig, Community Development Director

Community Development Director Thorvig stated HJ Development has been analyzing potential development at the southwest corner of 125th Avenue/Lexington Avenue. The subject property is 37.15 acres. The property, along with others to the south, were rezoned in 2021 to B-5 Town Commercial. The city council created this zoning district specifically for this area to encourage retail, restaurants, office, and other high quality commercial development. HJ Development has been analyzing potential development for approximately 12 months. The site is challenging due to a large wetland in the middle of the property. Most of the due diligence that has occurred is understanding development options and the associated development costs. They have also been trying to secure a high end anchor grocer. The developer is close to securing an agreement with an anchor grocer and could potentially disclose the grocer at the June 5 meeting.

Mr. Thorvig explained Chris Moe, HJ Development, presented to the City Council at a workshop on July 18, 2022. The presentation included a concept for commercial development on the east side of the proposed new Zest Street extension and approximately 200-240 apartment units on the west side of the proposed new Zest Street extension which would be developed by Enclave. The apartment project requires a rezoning and comprehensive plan land use amendment. At the workshop, the city council provided comments on the proposed apartments and overall, was receptive to the change. No formal changes to the zoning and/or comprehensive plan land use designation has occurred. This request would come forward with a formal development proposal. The developer did apply for a preliminary plat in 2022 which subdivided the property.

Mr. Thorvig indicated the plat dedicated the future Zest Street right-of-way through the development and created two outlots. One outlot is 8.83 acres and is on the west side of Zest Street. This would be the future apartment property. The other outlot is 25.83 acres and is on the east side of Zest Street. This would be the future commercial property. The purpose of the subdivision was to allow the potential sale of a portion of the land. However, this has not yet occurred. A final plat would need to be applied for to create the lots. Over the last 18 months, there has been discussion about the timing and financial responsibility of future roads and infrastructure in this area.

Director of Engineering Schluender stated the extension of these two streets was previously discussed. He commented on how there was limited development surrounding this area. He reviewed the funding sources available for these projects and noted the city could assess the neighboring parcels. He reported there were only three parcel owners and the project would be 100% assessed. He noted Zest Street and Lakes Parkway were identified as MSA roadways. He stated sanitary sewer and watermain were installed up to the treatment plant. He reported if this roadway were installed, stubs should be installed for future development purposes. He commented another option available to the City would be to bond for this project. He requested feedback from the council on how to proceed.

Finance Director Huss clarified bonding was a source of financing and the repayment would be through property taxes or assessments.

Chris Moe, HJ Development explained he has been working on this project for the past 12 months and he believed he would be bringing a great project to the community. He reported he has been working with city staff and an earth worker contractor to ensure he was designing the project to city standards. He indicated there were wetland challenges for the site and noted he would need cooperation from the city when it came to wetland credits. He reported his company typically builds and holds properties long term.

Mayor Sanders indicated he was grateful for the developer's vision for this property. He stated this was a priority area that needed an amenity driven project. He asked if MSA and utility dollars could be used for infrastructure expenses. Mr. Schluender reported this was the case.

Councilmember Saroya questioned who would be involved in this project. Mr. Moe reported HJ Development and Enclave would be involved in this project.

Councilmember Larson stated this was the first time she was hearing about this project and requested further information regarding the apartment buildings. Mr. Moe explained the idea was to have the project built at the same time. He noted without the grocer the apartments would not be completed. He commented further on how the apartments would create synergy for the entire development.

Councilmember Newland stated he was interested in this project. He commented on the roadways and noted he understood the roadways were necessary. He asked what roadway option staff would recommend. Mr. Huss recommended the council let policy guide them on this matter. He stated because this was a new roadway it would have to be 100% assessed or developer installed.

Councilmember Newland questioned if staff was gauging push back from the property owners on the idea of new roadways. Mr. Schluender commented staff has dealt with these two property owners in the past and neither expressed they were ready for development to occur. Mr. Huss reported the new roadways would assist with enhancing the value of these properties for development.

Mayor Sanders inquired how much MSA funding would be available for this project. Mr. Schluender stated 100% of the street would be eligible for MSA funding.

Mayor Sanders supported the city proceeding in this manner given the fact there was only three property owners and the city was one of those property owners.

Councilmember Robertson supported the city using the MSA dollars as well. She liked the idea of creating a large ponding amenity within this project. She did not support 100% assessing for this project given the fact they were large parcels. She noted it was within the council's purview to use MSA dollars for a project like this. Mr. Huss reported this was the case.

Mr. Schluender recommended staff layout the five year CIP if the direction for this project

was to proceed with using MSA dollars.

Councilmember Robertson thanked the developer for embracing the city's vision for this property.

City Manager Wolfe reported she would like the city attorney and staff to review this item further to ensure the council would not be setting a precedent if only MSA funds were used for this roadway.

Mayor Sanders supported staff reviewing this matter further and looked forward to reviewing this report at a future meeting.

Councilmember Saroya requested further information regarding the proposed apartments. Mr. Moe reported the proposed apartments would be two four-story stick built complexes with approximately 150 units per building.

Councilmember Saroya asked if a traffic study had been completed. Mr. Moe indicated this has not been completed, but this could be done.

Councilmember Saroya expressed concern with the proposed apartments and noted she did not support this portion of the development.

Councilmember Massoglia reported he could support the apartments given their location and because they were away from single family homes. He discussed how the apartments would assist in supporting the proposed commercial uses. He explained he supported the city assessing some portion of the roadway project (30% to 35%).

Mr. Schluender stated the county improved 125th last year and took a 20 year growth pattern into consideration when they completed these improvements.

Councilmember Larson expressed concern with how the school district would be impacted if these two apartment complexes were constructed. She noted she did have concerns with Enclave as there were reports of utilizing undocumented workers on a project in Brooklyn Park and recommended Mr. Moe and staff investigate this further. Mr. Moe stated he has found Enclave to be a very reputable builder and stated he would look into this further.

Councilmember Robertson explained the school district has been working on a growth plan but she supported the city checking in with the school district further to see how this type of development would impact the surrounding schools. She commented further on how the apartment units were necessary in order to support a high end grocer and proposed commercial uses. Ms. Wolfe reported she met with the school district earlier this year and noted the district has requested to hold monthly meetings with city staff going forward.

Councilmember Saroya stated she was hearing from residents that Blaine was growing too fast and that the infrastructure was not keeping up. She questioned if the comprehensive plan had to be revisited in order to ensure traffic and school concerns are being properly addressed.

Mayor Sanders explained that not every apartment complex in Blaine has been

controversial. He noted the apartments off of 109th and Lexington Avenue was completed with no neighborhood concerns and was doing very well.

Councilmember Larson stated she just got done door knocking 3,000 houses in this area and these neighbors were frustrated with the loss of trees and development in their area. She explained residents expressed the need for a high end grocer and questioned why Blaine was in the top five cities for apartment growth.

Councilmember Saroya asked what the correlation was to new apartment complexes and a high end grocer and if a grocer's employees would be slated to live there. Mr. Moe stated he was not the developer of the apartments but noted he did have an ownership interest in the apartments. He noted he did have a great deal of commercial space in the metro area and understood how apartment complexes assisted in driving visits to shopping centers, restaurants and grocery stores.

Mayor Sanders requested staff report back to the council with funding options.

2.3. 2023-216 Lakeside Commons Beach and Blaine Festival Update *Sponsors: Jerome Krieger, Sr. Recreation Manager*

Safety Services Manager/Police Chief Podany presented an update on the Lakeside Commons Beach season.

Councilmember Saroya explained she appreciated how Police Chief Podany policed in a compassionate and ethical manner. She stated she was worried about the high school kids and what message would be sent when the gate was installed at the beach. She suggested other positive engagement opportunities be considered in order to provide activities for the youth in the community. Police Chief Podany stated the gate would only be put in place once the park was closed for the night.

Mayor Sanders stated many of the issues with youth were occurring during the day. He was concerned with the foul language and blatant disrespect that was shown to the officers by some young people and thanked the officers for the restraint and professionalism they show these individuals.

Ms. Wolfe reported the number of cameras at the beach had been increased. She commented on how this would assist with identifying kids that were causing trouble at the beach.

Ms. Wolfe distributed a schedule of activities for the Blaine Festival. She reviewed the schedule and noted a boy scout troop would be assisting with handing out candy this year and encouraged the council to reach out to Senior Parks and Recreation Manager Krieger with questions or comments.

Councilmember Larson questioned how long the parade would be. Councilmember Robertson estimated the parade takes about 45 minutes.

Mayor Sanders encouraged the city councilmembers to attend as many events as possible during the festival. He thanked the Blaine Festival Committee members for all of their work on this years event.

2.4. 2023-225 UAS (Unmanned Aircraft System) Overview

Sponsors: Brian Podany, Safety Services Manager/Police Chief

Safety Services Director/Police Chief Podany stated the Police Department is interested in acquiring an Unmanned Aircraft System (UAS) system to enhance public safety within the City.

Sergeant Travis Hale explained the UAS would be used for a multitude of things, including searching for missing persons, suspects who have fled scenes, and providing aerial video coverage of special events and security risk incidents or locations (including sporting tournaments and Lakeside Commons beach/park). UAS technology has become increasingly common in public safety and there are other neighboring agencies within Anoka County with UAS programs. It was noted the department has adequate forfeiture funds to cover purchase and implementation costs of the program. Although the financial cost does not require city council approval, the police department wants to educate the council on the program and related use, including covering any privacy/data concerns. The department has pulled the item from previous years' budget requests, but with the continued increase in events and incidents for UAS utilization, the Department is interested in moving forward with this program now. It was noted the drone operators would have to pass a flight test with the FAA. He commented further on the proposed drone noting the costs and features that would be included. The next step for the proposed drone program would be to hold a public comment period.

Councilmember Massoglia expressed concern with using DJI drones and asked if there were any American made drones that could be used by the city. Sergeant Hale explained there were no American made drones that would had the same quality standards as the DJI drones.

Councilmember Saroya questioned what other agencies in Anoka County were using drones. Sergeant Hale reported Coon Rapids, Columbia Heights and the Anoka County Sheriff's Office had drone programs.

Council offered their support for the purchase of an unmanned aircraft system.

Mayor Sanders recessed the workshop at 7:00PM until after completion of the EDA meeting.

2.5. 2023-231 Closed Session Pursuant to MN Statute 13D.05(3)(c)(3) - Property Acquisitions Related to 105th Avenue Development Area

Sponsors: Erik Thorvig, Community Development Director

After motion by Mayor Sanders, second by Councilmember Massoglia, the Council met in

closed session to discuss a property acquisition related to the 105th Avenue Development Area.

3. Other Business

The consensus of the council was to hold the July 5 city council meeting as scheduled with possible remote attendance by one or more members.

City Clerk Sorensen requested direction from the council on how to proceed with the fire board appointments.

Mayor Sanders stated he supported recommending one incumbent, Terry Wold, and one new applicant, Becky Booker, to be appointed to the SBM Fire Board.

Councilmember Newland explained he served on the fire board for six years, three of those years as the president. He stated he was honored to be interviewed by the mayor and council when he applied for this position. He commented on how the fire department was transitioning to duty crews and he believed Mr. Wold and Ms. Booker would be great candidates to assist the fire board with this transition.

Councilmember Saroya stated she was in support of interviewing each candidate. She noted not every candidate looks good on paper and would benefit from the interview process. She indicated it was her understanding member Carol Donahoe did not live in Blaine and said it was her hope the fire board could be diverse in order to properly represent the city of Blaine. She stated this was a sensitive issue for her as the former member had shared comments against her and requested the council do the appointments through an open and transparent process and recommended the interviews be held.

Councilmember Robertson commented this former member who was of concern was no longer serving and feared the council was taking too much time on this matter because the fire board was a separate governing body with their own bylaws. She was of the opinion interviews did not have to be held because there was already council consensus to appoint two individuals.

Mayor Sanders agreed he wanted the city's boards to be diverse. He noted the council appointed many people of color and women as well as adjunct positions in order to allow more people to serve on its boards and commissions and reiterated that Ms. Booker was a tremendous candidate who would serve the city well on the fire board.

Councilmember Massoglia stated he believed Mr. Wold and Ms. Booker would be great candidates for the fire board.

Ms. Wolfe reported she received an email from Councilmember Fleming noting she would defer to the city councilmembers and mayor who have more experience in this matter and that because there was an overwhelming consensus for two of the candidates she agreed there was no need to interview all candidates.

The consensus of the council was to place the appointment of the fire board applicants Terry Wold and Becky Booker on the June 20 city council agenda for approval.

4. Adjournment

The Workshop was adjourned at 9:45PM.



Signed by

Tim Sanders, Mayor

Signed by

Cathy Sorensen, CMC, City Clerk



City of Blaine

Staff Report

File Number: ORD 23-2531

Agenda Date	Status
October 16, 2023	
In Control	File Type
City Council	Resolution

Development Business - Sheila Sellman, City Planner

Agenda Item # 10.1

Second Reading

Ordinance Granting a Rezoning from I-1 (Light Industrial) to I-1A (Light Industrial) at 8888 Xylite Street NE. Stinson Electric (Case File No. 23-0067/EES)

Executive Summary

The applicant is requesting a rezoning from I-1 (Light Industrial) to I-1A (Light Industrial) to allow for limited outside storage as a conditional use. The applicant is a commercial electrical contractor, and wants to have an outside contractor's yard with light equipment on the site. The Planning Commission recommends approval of the rezoning. At this time, the request is just for the rezoning and not approving the conditional use permit or user.

Background

Planning Commission (Public Hearing)	09/11/23
City Council (1st Reading)	10/02/23
City Council (2nd Reading)	10/16/23
Action Deadline (60 Days)	10/15/23
Action Deadline (Extended by City)	12/14/23

Staff report prepared by Elizabeth Showalter, Community Development Specialist, and Teresa Barnes, Project Engineer

Zoning

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

Surrounding Zoning and Uses

The property to the north and east (across Xylite) are zoned R-1 and R-1AA, both single family districts. The property to the east is Airport and the property to the south is I-1 (occupied by an auto repair

business). This stretch of Xylite has several industrial properties, and as the properties go south, they have heavier industrial designations.

Comprehensive Land Use

The property is guided LI (Light Industrial). Both the I-1 (current) and I-1A (proposed) zoning districts are consistent with that land use designation.

Existing Conditions

The property is undeveloped.

History

There are no previous approvals on this property. The City Council approved a rezoning from I-1 to I-1A for 8830 Xylite Street NE which is separated from the subject property by one parcel. Part of the reasoning for the rezoning was that it provided an appropriate transition between the I-2 properties to the south and the I-1 properties to the north.

Rezoning

Section 27.03 Criteria for granting zoning/comprehensive plan amendments:

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

- Whether the proposed district is consistent with the Comprehensive Plan.
- How the proposed district differs from the existing district.
- How the proposed district meets the goals and policies of the City.

The proposed district intent is to provide for the development of industrial uses ranging from small to large scale industry and related services and allow minimal outside storage. This district shall encourage the development of industrial uses accessible to major highways and utilize city services of sanitary sewer, water, street, and storm drainage. Such light industrial areas can be located next to heavy industrial, commercial, residential, and airport districts and shall be free of hazardous or objectionable elements such as noise, odor, dust, smoke, glare, or other pollutants. The intent of the existing zoning district is the same as the proposed one, except the proposed district includes allowing minimal outside storage.

Evaluation of Request

The applicant is requesting a rezoning from I-1 to I-1A to allow for outside storage. No outside storage, other than passenger vehicles, is permitted in the I-1 district. The I-2 and I-2A districts allow for general outside storage with a Conditional Use Permit (CUP). The I-1A district allows for outside storage with a CUP, but is more restrictive about the storage than the heavy industrial districts.

This request involves a high level of discretion on the part of the city, since both the existing and proposed zoning districts are consistent with the comprehensive plan and the intent statements of both districts specify the same areas where the district may be located.

The City Council should consider whether allowing for outside storage, meeting the standards of 31.15(l), is appropriate adjacent to single-family residential properties. Those standards are:

1. Outside storage area limited to a maximum of fifty percent (50%) of total building footprint.
2. Sites considered for limited outside storage shall be capable of providing full screening so that outside storage is not visible from any public right-of-way.
3. Screening to be achieved through a combination of masonry walls, fencing, berming, landscaping, additional setbacks, etc.
4. Outside storage limited to a maximum height of twelve (12) feet.
5. A Conditional Use Permit for limited outside storage shall not permit the outside storage of semi-trucks, semi-trailers, or heavy construction equipment.
6. All limited outside storage areas are to be hard surfaced and bound at the perimeter by either B-6-12 concrete curb and gutter or fencing as determined by the zoning administrator.
7. Additional screening may be required to effectively screen outside storage from the view of adjacent properties.
8. Storage shall be located in the rear or side yards.

In the City, there are five properties zoned to allow outside storage (all I-2) that immediately abut residential properties, without a road between them. Three of the five parcels are clustered together. In all but one of those cases, the industrial properties were developed prior to residential (i.e., any buyer of the residential home was aware of the adjacent outside storage). The one case in which the residential use predated the outside storage use, is the auto salvage yard at 109th and Highway 65, which was built in 1983 next to homes built approximately 10 years earlier.

In 2021, the City preemptively rezoned an undeveloped I-2 property (10201 Xylite Street NE) to I-1 to prevent outside storage next to an established single family neighborhood. There are several additional instances of outside storage situated across the street from single-family residential. The applicant is proposing the I-1A zoning, which places limitations on the size of outside storage which is not in place in the I-2 district, which may be considered sufficient to prevent conflict between the uses.

Since the City has a high level of discretion in this case, staff has provided rationale for approval and denial of the requested rezoning.

Rationale for Approval:

- The I-1A (Light Industrial) zoning is consistent with the industrial properties to the south, including the adjacent auto repair use with extensive outside storage of vehicles.
- The I-1A district provides sufficient controls on the outside storage in 31.15(l) and the ability to add additional conditions through a Conditional Use Permit (CUP) provides sufficient protection to ensure outside storage is compatible with adjacent residential uses.
- The I-1A district is consistent with the LI (Light Industrial) land use designation.

Rational for Denial:

- The I-1A (Light Industrial) zoning district, and accompanying outside storage capability, is not compatible with the adjacent low density residential uses.
- The property can be reasonably developed with the existing I-1 (Light Industrial) zoning district and that district is consistent with the LI (Light Industrial) land use designation.
- The proposed rezoning does not reflect either changes in the goals and policies of the City as reflected in the Comprehensive Plan or a change in conditions in the City.

Applicant's Proposal

The applicant is proposing to use the property as a contractor's yard for a commercial electric contractor and would store various light construction equipment, such as skid steers, pick-up trucks, storage containers, and trailers outside. The applicant has provided a narrative that further explains the operation of the business and the proposed storage. If the rezoning request is approved, the applicant is planning to request the necessary CUP for limited outside storage and the City may apply conditions to that CUP. The applicant is currently planning on constructing a building larger than is needed for the current business operations to facilitate future company growth. The area not occupied by the applicant would be leased to another business (not yet identified).

As a reminder, while the applicant is intending to operate the described business at this location, the I-1A zoning would remain regardless of whether the applicant ultimately occupies this property, or if they occupy and later move. While the limited outside storage requires a CUP and the City will have the opportunity to review the application and add conditions, the City is very limited in the ability to deny a CUP if the criteria outlined in Section 27.04 are met.

Attachment List:

Zoning and Location Map
Existing and Proposed Zoning
Narrative
Concept Plan
Neighborhood Meeting Summary
Public Comments
Unapproved Planning Commission Minutes 9/12/23

Strategic Plan Relationship

Not applicable.

Board/Commission Review

The Planning Commission voted unanimously (4-0) to approve the rezoning.

Three people spoke in opposition to the project at the public hearing. Their concerns included: traffic, security, and the condition of the property to the south of the subject site. Two written public comments were also received as part of the public hearing. One was in support of the project and thought it would fit well in the neighborhood and one opposed the project, expressing concerns about traffic safety, security, and noise.

The Planning Commission indicated that while residents expressed concerns about the project, those concerns were largely unrelated to the requested rezoning, and therefore the Commission recommended approval of the rezoning.

Financial Impact

Not applicable.

Public Outreach/Input

Notices of a public hearing were:

1. Mailed to property owners within 700 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.

In accordance with the Neighborhood Meeting Policy, a neighborhood meeting was held on September 5, 2023. A summary of the meeting is attached. Comments included concerns about traffic safety, lighting, and security. Residents expressed support of the general site layout with the truck docks facing south. A summary of that meeting, provided by the applicant, is attached.

Staff Recommendation

By motion, approve the Ordinance.

Attachment List

1. Attachments
2. Unapproved Planning Commission Minutes 091223



City of Blaine

Signature Copy

Ordinance: ORD 23-2531

Second Reading

Ordinance Granting a Rezoning from I-1 (Light Industrial) to I-1A (Light Industrial) at 8888 Xylite Street NE. Stinson Electric (Case File No. 23-0067/EES)

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

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

North 4 acres of the east half of the northeast quarter of the southeast quarter of section 33-31-23, Anoka County

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

~~I-1 (Light Industrial)~~

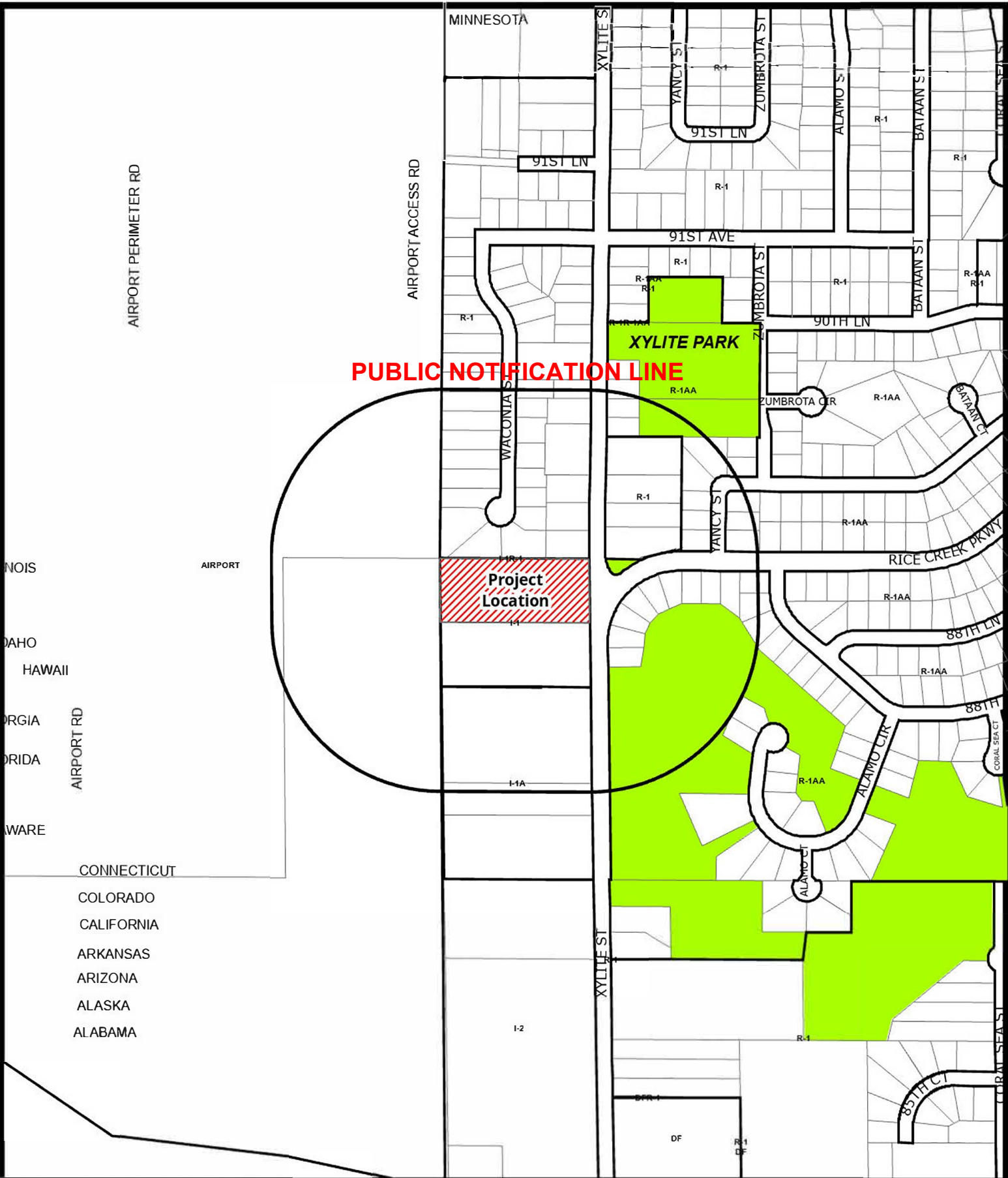
to

I-1A (Light Industrial)

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

INTRODUCED and read in full this 2nd day of October, 2023.

PASSED by the City Council of the City of Blaine this 16th day of October, 2023.



BlaineMN.gov

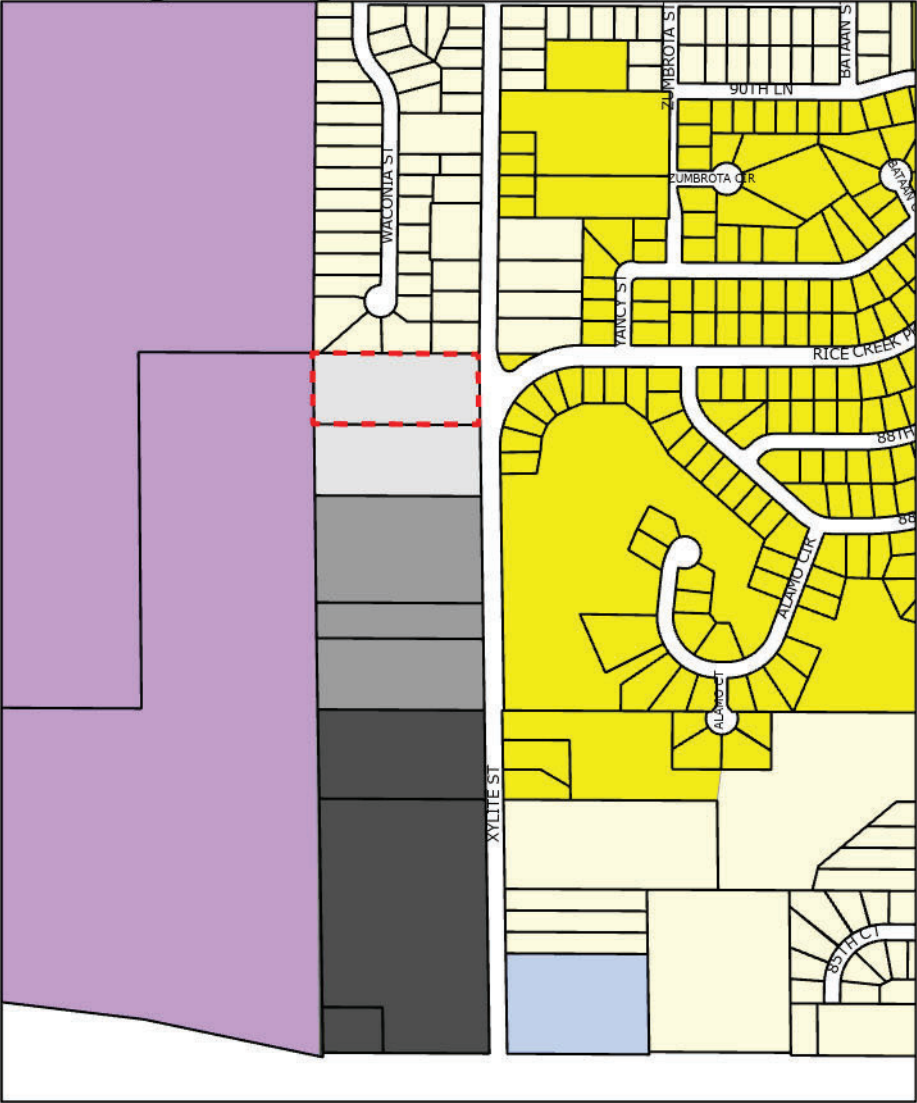
Case File No. 23-0067 Stinson Electric



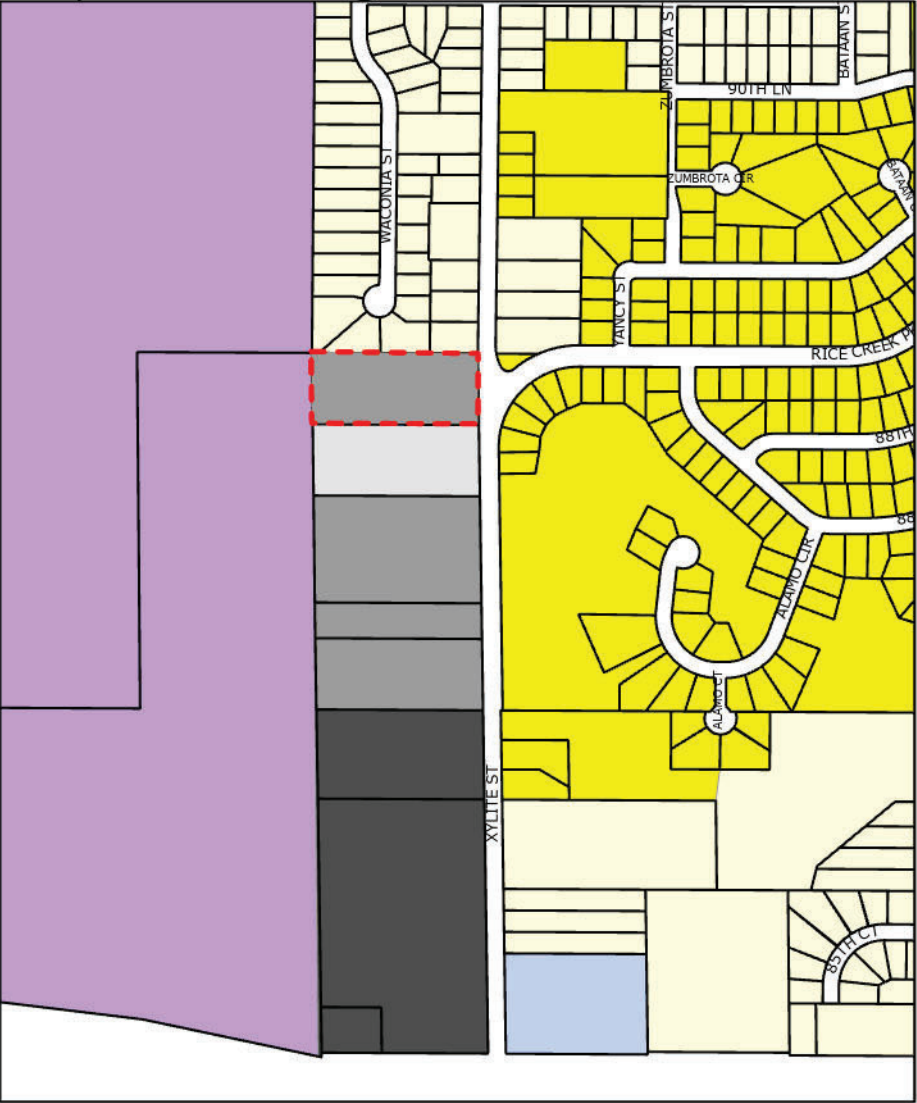
Blaine Planning Department / 10801 Town Square Dr NE / Blaine, MN 55449 / (763) 785-6180

8888 Xylite Street

Existing Zoning



Proposed Zoning



- | | | |
|------------------------|-------------------------|-----------------------|
| DF - Development Flex | I-1A - Light Industrial | R-1AA - Single Family |
| Airport | I-2 - Heavy Industrial | |
| I-1 - Light Industrial | R-1 - Single Family | |

We are interested in re-zoning of a property that we have under contract at 88XX Xylite, Parcel Number 33-31-23-41-0006. This site would be perfect for our operation if we could find a way to create acceptable outdoor storage with permanent screening and landscaping. We would like to create a project that would be a significant aesthetic improvement to the neighborhood.

The parcels to the north are residential and are partially screened from the property by trees and undergrowth. The parcel to the south houses multiple car, truck and bus repair and restoration businesses that generate noise, fumes and utilize a significant amount of the property for unscreened outdoor storage of vehicles in various states of repair. Our building and screened / landscaped storage would provide a buffer between the residences and the existing businesses.

As an electrical contractor, we are a fairly low impact neighbor because our hours of operation for yard operations and deliveries are 6 am -3 pm Monday through Friday. The office staff work between 6 am and 5 pm M-F. Seventy five percent of our employees report to remote jobsites each day and drive their company vehicles home at night. All of our trucks are gas powered and we receive only about 10 tractor trailer deliveries per week.

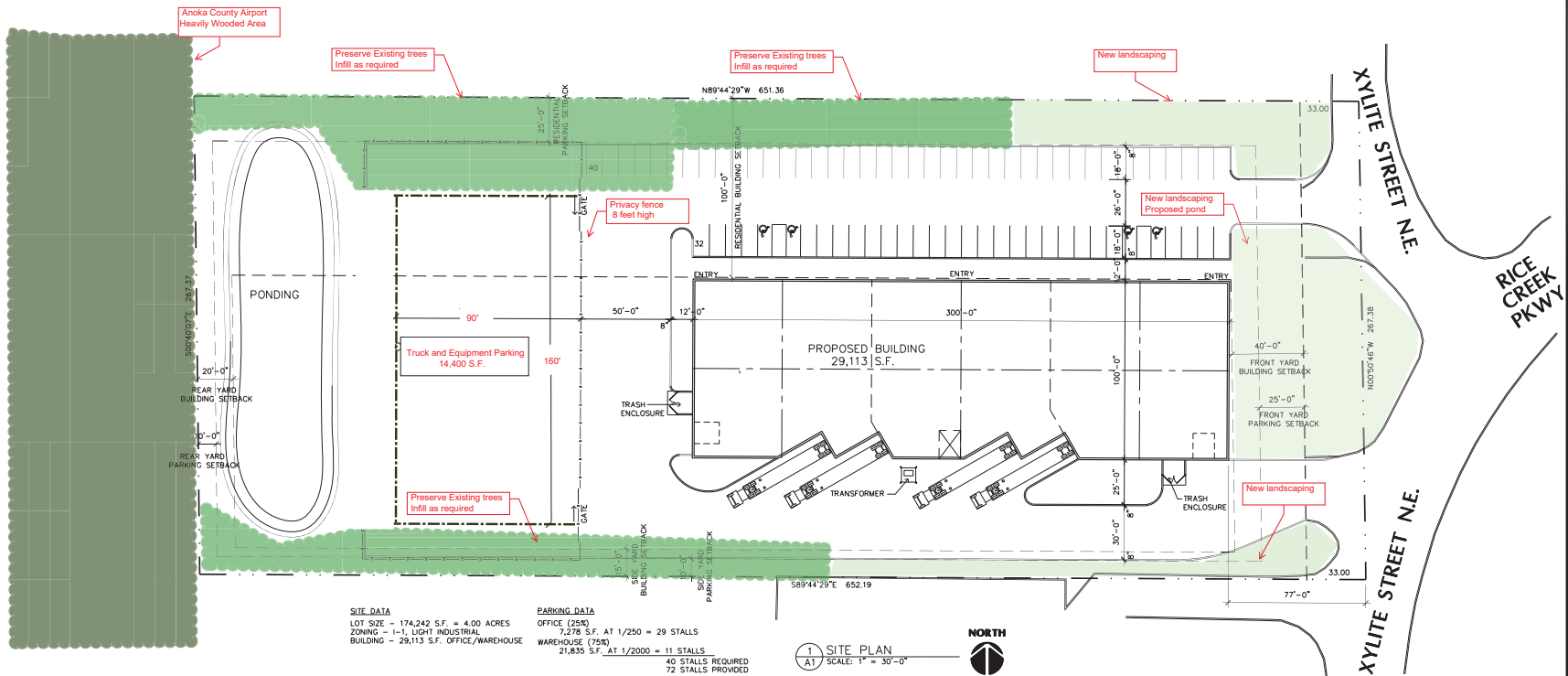
We employ about 50 people including engineers, project managers, administrators, logistics team and electricians. We seldom have customers or vendors visit our facility. Our company operates from a business-to-business model and we don't sell any material or equipment wholesale or retail at the warehouse. We plan to store conduit, wire, lighting fixtures and electrical panels we have purchased for specific jobs and held in the warehouse until the project is ready for the materials.

We have provided the electrical design and construction of numerous industrial, commercial, warehouse and medical facilities in the city of Blaine. We provide ongoing electrical services to these businesses.

Our outdoor yard is used primarily to store our 3 delivery vehicles, 2 towable boom lifts, 2-3, 20-foot Conex boxes between projects and various trailers to deliver a trencher, scissor lifts, 2 small skid steers and 2 mini excavators. Our current property has a 10,000 square foot lot that is concealed from our neighbor's view by an 8-foot screened fence. One of our main incentives for relocating is to increase our yard space.

This parcel consists of vacant land that has been held by the current owners for many years. It is being held in trust for an elderly individual.

The property owner is frustrated because they would like to sell the property and have had prospective buyers that can't develop the site due to zoning issues. We have already invested \$20,000.00 for due diligence and would like to move forward to create a win-win situation. By rezoning the property we would be able to improve the lot, increase tax revenue and add high paying technical jobs in Blaine.



LAMPERT ARCHITECTS
420 Summit Avenue
St. Paul, MN 55102
Phone: 763.755.1211 Fax: 763.757.2849
lampo@lampart-arch.com

ARCHITECT CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRELIMINARY NOT FOR CONSTRUCTION

RJRyan
Construction, Inc.
Commercial Design and Construction
100 Mendota Heights Road
Mendota Heights, MN 55120
763.441.4200
FAX 651.434-2075

STINSON ELECTRIC
Blaine, Minnesota

Copyright 2023
Leonard Lampert Architects Inc.
Project Designer: JAMES B
Drawn By: JRB
Checked By: LL
Revisions
7/31/23 PRELIMINARY

SITE PLAN
Sheet Number
A1
Project No. 230724-7



MEMO TO: Elizabeth Showalter

RE: 8888 Xylite Street NE Rezoning Neighborhood Meeting

Date: September 8, 2023

From: Paul Archambault

On Tuesday, September 5th from 7-8pm a Neighborhood Meeting was held for neighbors within 700 feet of 8888 Xylite Street NE to discuss the proposed rezoning to I-1a. There were 9 neighbors in attendance at the meeting including Blaine city council member Tom Newland.

The following were concerns voiced by neighbors:

- **Traffic safety.**
 - Specifically semis turning onto Xylite/Rice Creek from the north driveway as traffic safety is already a concern for neighbors at that intersection.
 - Safety of our employees and delivery drivers is a high priority for us. We proposed working with the architect and the city to design the parking lot and driveways to minimize traffic hazards.
- **Exterior lighting shining onto residential properties and into homes.**
 - We are an electrical contractor and lighting specialists. There are solutions such as light shields, dimming, lighting controls and fixture placement that eliminate light pollution. We would utilize these strategies for any exterior lighting.
- **Security for the property.** Neighbors asked if we would have a security system with cameras.
 - We have a security system with cameras on our current property and would be open to discussion on it for this project.

The following was positive feedback voiced by neighbors:

- **Placement of the docks** was well thought out and appreciated that they were placed on the south side of the building.
- **Pleased with the proposed setup:** building size and placement, equipment parking location, ponding, existing wooded area and vegetation to remain and new proposed landscaped areas.

Neighbors in attendance received a copy of the re-zoning narrative originally submitted with our re-zoning application. The notice letter mailed to neighbors provided contact information for any further questions.

Elizabeth Showalter

From: Julia <jjohnston228@gmail.com>
Sent: Sunday, September 10, 2023 5:28 PM
To: Tom Newland; Lori Saroya; Tim Sanders; Planning; Patricia Robinson
Subject: Rezoning application 8888 Xylite Street NE

Dear City of Blaine Planning Department, Council Member Saroya, Council Member Newland and Mayor Sanders,

I am emailing you in regards to a new business that is requesting special approval to change zoning from I-1 to I-1A across the street from my home on Xylite Street. I have many concerns and objections to allowing this change of zoning status.

The city code says "A Conditional Use Permit for limited outside storage shall not permit the outside storage of semi-trucks, semi-trailers, or heavy construction equipment.". They plan on having towable boom lifts, equipment trailers, trenching and excavating equipment. Some of that equipment could be up to 45+ tons which should qualify as heavy construction equipment. Who is going to be monitoring that the company is not storing any of these items and if they are, what is the process to have them quickly and permanently removed?

Allowing outdoor storage would also increase risk of theft and vandalism. The businesses currently across the street from us located at 8858 Xylite Street have dealt with these issues for years. What security would the new business have? What would Blaine police do to stop theft/vandalism if it occurred? If it occurs often, what is the process from Blaine to remove their storage permissions/permit?

Will full enforcement from the City of Blaine of this part of the code be followed? "Cars, vans, pickup trucks, and utility trailers no longer than 15 feet in length parked outside and used by employees and/or visitors in the normal course of the business operation parked in the side and rear yard outside of the required parking stalls. ([Ord. No. 22-2514](#), 12-19-2022)"

Zoning I-1 (which is the current zoning in the lots across the street) says, "There shall be no outdoor storage of any kind within this district. For purposes of this zoning district, cars, vans pickup trucks and utility trailers no longer than 15 feet in length parked outside and used by employees and/or visitors in the normal course of the business operation will not be construed to be outdoor storage when parked in the side and rear yard outside of the required parking stalls. Further, outside parked trucks, semi-trailers and any other vehicles larger than 10,000 GVW used in the normal business' commerce will not be construed to be outdoor storage provided: a) total number of vehicles over 10,000 GVW, including but not limited to box trucks, semi cab, and semi-trailers does not exceed the number of docks and/or bay doors; and b) such use is not construed as an operation listed as a conditional use in any industrial zone. ([Ord. No. 22-2514](#), 12-19-2022)"

This is currently the scene outside my home right now on a Sunday. Correct me if I am wrong, but my interpretation does not allow for this. If the City of Blaine is not enforcing their rules for the current businesses, I am not optimistic that they will enforce the rules/laws for the new business either.



We have also recently dealt with large car haulers coming to the current business across the street at all hours of the night blocking the street, parking illegally which got completely out of hand and was tremendously unsafe!! We had to call many many times to have this situation addressed!! How will this be addressed if deliveries for the new business are outside of Blaine noise ordinance hours or they park in areas blocking traffic?

The current business across the street also redid their parking lot at their business last year and parked cars on their grass "temporarily" which was understandable for the time period they were redoing their lot. But this went on for months and months, well beyond what it should have. After an excessive amount of calls from multiple neighbors and myself to the city, they finally stopped parking in the front lawn.

There is also a proposed pond to be placed on the east side of the business along the road side. Many cars, especially in the winter, drive right through that area, bypassing the street and stop sign. I am unsure if it is intentional on the drivers part or due to ice/hazardous road conditions and they lose control. Now there will be cars needing to be rescued from that area.

There are also 2 parking outlets in that area for our guests to park in. It is not ideal as they have to walk across the street as people fly around Rice Creek Parkway going south but we have "no parking" on the street in front of our homes so we have very limited options. Where are our guests supposed to safely park now? Will there be a change in front of our homes to allow for on street parking? Will permits be given to us for exceptions?

The driveways the new business are proposing has 1 in a very high risk area. There are a significant number of cars that currently drive north on Xylite and when they turn left to head up Xylite instead of taking Rice Creek parkway east they short cut and ultimately enter the wrong way in the south lane going north when they cut that corner. If there is a driveway there, I can guarantee there will be significantly more accidents as the new business will be exiting that drive into the south lane and some of them could be very serious head on collisions.

Many of my neighbors and I have communicated with the city about the dangerous conditions of the roads with no success at mitigating it. When Tim Sanders was running for Mayor I sent him a question through a

submission request and this was his response I received back on September 20th, 2020 : "I can tell you; I greatly empathize with what you are dealing with in your neighborhood. Our neighborhood has a similar situation on our streets. Over the last 10 years we went from about 350 cars a day to almost 3,000 cars a day. We have had so many issues on our street with very heavy traffic, speeding, distracted driving and impaired driving - and our street is all residential, young families with a park. This unfortunately is a problem in many neighborhoods and on many streets like yours and it does deserve immediate attention. Blaine out grew its infrastructure years ago. It is so frustrating to see traffic displaced into our neighborhoods because its more efficient/quicker than our highways and main arteries, and that makes our neighborhoods unsafe and impacts our property values and quality of life. In the short-term, I think we could use more speed and traffic enforcement. In the long-term we do need to look at solutions that account for what's happening now and what the road traffic will be 15 years from now. Perhaps its roundabout! ". This answer ultimately let to him receiving my vote.

I would LOVE for our neighborhood to be put as a priority for safety prior to a large building being built that will only add to the problems . I have 2 high school aged sons who have both recently received their driver's license's in the past year. I want nothing more than to keep them and all of my neighbors safe while driving through this area!!

I also believe a business that is allowed to be zoned I-1A devalues our homes significantly more than it would if it is kept at the current I-1 zoning.

We also just paid a large assessment to have our roads redone. Having more large trucks, heavy equipment going through from this business will lead to excessive wear and tear on our roads, that will ultimately lead to the residents of Blaine (us), not the businesses, paying to redo the roads again.

Construction of this facility will lead to having large equipment coming and going for months during the building process. We also are a pass through neighborhood due to the HORRIBLE design that lead to the frontage road by 35W up to Radisson not allowing left turns. This is where a roundabout would be great! So pass through traffic, along with construction traffic will also lead to more congestion, safety concerns and noise concerns.

The City of Blaine noise ordinance is 10pm to 7am. Should I assume that all construction companies that will be participating in this develop will follow those rules strictly? If they are not followed, what will the City of Blaine do to enforce the ordinance immediately after the 1st offense?

Stinson Electric also noted in their letter to us that their hours of operation for yard operations and deliveries is from 6am-3pm. Will they have rules in place to adhere to the noise ordinance for the 1st hour they are open? If the ordinance is not followed, what will the City of Blaine do to enforce the ordinance immediately after the 1st offense?

As for the tractor trailer deliveries that they say they get weekly, will they also follow noise ordinance laws for those deliveries? if they do not follow the noise ordinance laws, what will the repercussions from the City of Blaine?

As a resident of Blaine for over 21 years, in this same wonderful residence with amazing neighbors, I hope you take my comments and concerns seriously and into account to deny Stinson Electric's application to rezone this area from I-1 to I-1A!!

Julia Johnston

Elizabeth Showalter

From: mbcampbell95@gmail.com
Sent: Monday, September 11, 2023 11:04 AM
To: Planning
Subject: Stinson electric

Planning Commission,

I live within the 350 feet of the proposed Stinson Electric proposed building at 8888 Xylite St. NE. I attended the meeting they had last week. I think they would be a good fit for the neighborhood and should be granted the variance for limited outside storage. I like that they are a family owned business invested in the community. I think they have done due diligence in there design and the storage would barely be seen in the neighborhood.

Becky Campbell
2712 88th Ave NE
Blaine

Patricia Robinson

From: Jodi Coleman <jnc8855@gmail.com>
Sent: Monday, October 2, 2023 6:46 PM
To: PublicComment <publiccomment@blainemn.gov>
Subject: Rezone 8888 Xylite street

To Whom It May Concern,

I have been a resident of blaine for over 20 years and my husband over 24 years. He built the house @2610 Rice Creek Pkwy back in 1999 and has lived here since. We have 4 children ranging from 23 - 13 years old, 4 of whom still attend school here. I also work in our school district so I am very involved and invested in our community.

I'm writing to express my concerns on the rezoning from I-1 to I-1A across the street from my home - 8888 Xylite Street. I have many concerns and objections to allowing this change of zoning status.

Traffic in this neighborhood has increased immensely since the closing of the frontage road to be able to head north on frontage road and go up radisson road. This is a RESIDENTIAL area and I'm not sure why the city believes that this parcel should be "light industrial" with more added traffic in this neighborhood.

Mr. Archambault claims they have between 3-10 trailer deliveries per week. We just paid to have rice creek fixed and xylite was fixed with the last 10 years? Having more trucks on top of all the buses, garbage trucks, dump trucks, and so on, I do not want to pay additional to have it fixed again. I'm pretty sure all the local companies that use Xylite and Rice creek as their through routes didn't contribute to fixing these roads yet they help destroy them (walters, Lorenz, the asphalt company to name a few). And, since Rice Creek is a State Aid Road, apparently we can't limit trucks on Rice Creek (and it has a 5 ton limitation on Xylite but I haven't seen anyone checking trucks in YEARS to see if they are under the limit!).

Also the design factor and having semi trucks exiting on the north west side of xylite where the stopsign for southbound traffic is probably less than 15-20 feet from this "exit point." How in the world is a semi truck going to make this turn with northbound traffic cutting the corner at this intersection (feel free to sit in our driveway and watch how fast people come and how few people really actually stop).

Mr. Archambault can claim that he'll be a good neighbor but if he leases out a portion of his building who knows what that tenant will be like. And if they aren't following the rules of "no outdoor storage" who is going to be the one making sure they follow the rules.

I have complained to the city for years about the traffic in this neighborhood. People use it as a cut through to avoid Hwy 65 and sure it will be even worse when construction starts there. Now with the addition of another business that will be getting weekly deliveries, towing equipment on trailers, having field employees picking up product, increased theft potential I am fed up with the city that doesn't put residents FIRST.

I used to love my neighborhood but since this proposal of Stinson electric had me wanting to leave the area because I know there will be increased traffic and my property value will definitely go down.

Jodi Coleman
Sent from my iPhone



City of Blaine

Planning Commission

September 12, 2023 | 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, September 12, 2023. Acting Chair Halpern called the meeting to order at 7:00PM.

2. Roll Call

Members Present: Commission Members Gorzycki, Halpern, Homan, Olson.

Members Absent: Commissioner Member Deonauth, Swanson and Chair Goracke.

Staff Present: Elizabeth Showalter, Community Development Specialist
Teresa Barnes, Project Engineer

3. Approval of Minutes

3.1. 2023-391 Approval of the August 8, 2023 Planning Commission Minutes
Sponsors:

Motion by Commissioner Olson to approve the minutes of August 8, 2023, as presented. Motion seconded by Commissioner Homan. The motion passed 4-0.

4. Public Hearing

4.1. 2023-390 Case File No. 23-0067 // Stinson Electric // 8888 Xylite Street NE
The applicant is requesting a rezoning from I-1 (Light Industrial) to I-1A (Light Industrial).
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 23-0067 was opened at 7:09PM.

Paul Archambault, Stinson Electric representative, introduced himself to the planning commission and thanked staff for the detailed report. He reviewed his office hours noting there would be no one onsite after 5:30PM and discussed the type of activity that would occur onsite. He stated he would have very little traffic entering and exiting the property on a daily basis. He reported the west side of the property abutted the airport and noted the trees to the north would remain undisturbed. He commented on the landscaping that would be installed along the remaining property lines. He stated the building would be scaled back to 20,000 square feet or 11% of the acreage. The storage yard would be 9,600 square feet or 5.5% of the acreage. He described the equipment that would be stored outdoors, which included spare service vans, long light poles and trenching equipment.

Caitlyn Reggy, 8867 Xylite Street, explained she lived directly across from the subject property. She reported she attended the neighborhood meeting and she heard the plans for this site. She stated she still had concerns because this business would be directly facing her home. She asked that the request not be considered because this would add extra traffic and outdoor storage to the neighborhood. She stated she had concerns with theft and vandalism and how that would impact her neighborhood. She understood there were grandfathered businesses in her neighborhood with outdoor storage. She commented on how she has to call the city regularly in order to address the outdoor and trucking storage concerns. She feared how yet another business in the neighborhood would impact her quality of life. She did not want to have to continually monitor and police the businesses surrounding her residential home. She urged the city to further consider how the storage pond will impact the neighborhood, noting she wants the groundwater protected. She expressed concern with the number of semi-trucks that would be visiting this property on a weekly basis. She reported she recently paid for a new street and she did not want to have to pay additional assessments to fix her street. Lastly, she feared how the value of her property would be impacted by the new business. She encouraged the commission to not support this request because it was not a good fit for the neighborhood.

Acting Chair Halpern requested staff speak to how business operation violations are handled by the city.

Community Development Specialist Showalter explained the property to the south has substantial grandfathering rights. She noted this property received a CUP in 1985 and requirements were very different at that time. She reported the city could not hold them to anything stricter than what was approved in 1985. As such, this business has substantially more storage than would be allowed today. She indicated code enforcement staff was very familiar with this property and works to rectify concerns when staff becomes aware of them. She stated the city addresses code enforcement concerns on a proactive basis in conjunction with fire inspections, or if there is a complaint. It was noted the subject property would have no grandfathering rights.

Acting Chair Halpern requested comment from staff regarding the proposed ponding.

Community Development Specialist Showalter explained the plans for this site would have to be reviewed by the watershed district to ensure that water quality and quantity would be managed and the review would include making sure there is adequate separation between ground water and any stormwater treatment that infiltrates water.

Acting Chair Halpern questioned what the differences were between I-1 and I-1A.

Community Development Specialist Showalter reported I-1 was more restrictive than I-1A and I-1A was more restrictive than I-2. It was noted I-1 does not permit outside storage, I-1A permits limited outside storage and I-2 permits general outside storage.

Jody Coleman, 2610 Rice Creek, stated her main concern was with how traffic along this roadway would be impacted, especially if the number of large trucks were increased.

Project Engineer Teresa Barnes explained whether the property remained I-1 or was rezoned to I-1A, a similar building would be constructed and there would be business traffic. She indicated the city could potentially require all truck traffic to use the south access point as part of a conditional use permit.

Mr. Archambo stated when researching this property he understood a 70,000 square foot building could be constructed that was 50 feet tall. He reported he was proposing to build a 20,000 square foot building that was 30 feet tall. He stated he was proposing to have regular business hours with very limited traffic. He indicated the site could house a warehouse business that runs in three shifts. He was of the opinion that his business was a much better fit for the neighborhood than what could be located on this property. He noted he was proposing to construct his building 400 feet (one city block) back from the street, which would further buffer the building from the neighbors. He explained he was requesting the rezoning in order to allow for minor outdoor storage, which would be properly screened.

Dustin Dobitz, 8847 Xylite Street NE, questioned what other tenant would be located on the site. He stated he had concerns regarding what the hours of operation would be for this other tenant.

The public hearing was closed at 7:37PM.

Commissioner Homan asked if residents would be able to contact Mr. Archambo directly should a concern arise from the neighbors.

Mr. Archambo stated he has a staff member onsite 11 hours a day and the neighbors would be able to call should a concern arise. He explained he did not want to tarnish his business reputation by being a bad tenant or landlord in the community.

Commissioner Homan questioned who the other tenant would be on the property.

Mr. Archambo explained he was constructing the building to meet the future needs of the company, so he does not have to move in the future. He commented on what the potential rental rates would be for the business space and stated he would choose wisely when considering a tenant.

Commissioner Olson reported the commission was being asked to consider if outside storage should be allowed on this property. She indicated a CUP would still be required for the outside storage. She stated she supported the proposed business moving forward on this property.

Motion by Commissioner Olson to recommend approval of Planning Case 23-0067 based on the following rationale:

Case 23-0067:

1. The I-1A (Light Industrial) zoning is consistent with the industrial properties to the south, including the adjacent auto repair use with extensive outside storage of vehicles.
2. The I-1A district provides sufficient controls on the outside storage in 31.15(l) and the ability to add additional conditions through a Conditional Use Permit (CUP) provides sufficient protection to ensure outside storage is compatible with adjacent residential uses.
3. The I-1A district is consistent with the LI (Light Industrial) land use designation.

Motion seconded by Commissioner Gorzycki. The motion passed 4-0.

5. Adjournment

Motion by Commissioner Homan to adjourn the regular planning commission meeting. Motion seconded by Commissioner Olson. The motion passed 4-0.

Adjournment time was 7:41 PM.



City of Blaine

Staff Report

File Number: ORD 23-2530

Agenda Date	Status
October 16, 2023	
In Control	File Type
City Council	Ordinance

Development Business - Sheila Sellman, City Planner

Agenda Item # 10.2

Second Reading

Interim Ordinance Extending the Study Period and Moratorium for the Northtown Area. Ordinance 23-2524. City of Blaine (Case File No. 23-0040/SAS)

Executive Summary

The interim ordinance is to extend the moratorium on development for six months in order to study zoning and land uses as part of the Northtown redevelopment plan.

Background

Schedule of Actions

City Council (First Reading)	10/02/23
City Council (Second Reading)	10/16/23

Staff report prepared by Sheila Sellman, City Planner.

On May 1, 2023, the City Council passed a six-month interim ordinance for a moratorium for the Northtown Area (ORD 23-2524 which is attached). Staff is proposing to extend the moratorium for another six months in order to complete zoning and land use studies and implement any changes.

The Northtown Mall area has been identified as a redevelopment area in the 2030 and 2040 Comprehensive Plans, and within the Growth Management section of the City's Strategic Plan.

In August 2021, Damon Farber was hired to assist the City in creating a redevelopment and revitalization plan for the Northtown area. Two other firms assisted in engineering and market analysis of the plan.

The plan identifies long term plans related to redevelopment, land use, multimodal infrastructure,

parks/open space, and stormwater. The plan attempts to accomplish redevelopment over a 30+ year timeline through ten guiding principles. The plan introduces a mix of commercial, residential, and civic uses that will make the area a destination for shopping, employment, entertainment, recreating and living.

The plan is intended to be a long-term vision. However, there are various aspects that can be implemented in the short-term depending on market and private development interests. The plan is a framework for future development, and it is anticipated that the full build-out will look different from what is shown within the plan.

The City Council adopted the plan on July 6, 2022. A staff committee has been formed to identify implementation steps to accomplish these goals. As part of the implementation, zoning and land use changes may be necessary.

Purpose of the Development Moratorium

In order to implement the adopted plan, new or modified land use or zoning controls may be necessary. The purpose of the moratorium is to allow the City time to conduct a study, without the pressure of land development decisions, by establishing a moratorium on all development controls including re-zonings, conditional use permits, interim use permits, site plan, variances, subdivision, and platting. The moratorium as adopted in May does not apply to previously approved development actions prior to May 1, 2023, conditional use permits brought by existing multi-tenant building owners within the Northtown Redevelopment Area as of May 1, 2023, building permits and/or site plan approval associated with said approvals, or building permit applied for existing buildings for interior tenant finished, remodeling or general building improvements including but not limited to roofing, windows, etc.. The moratorium does not apply to any building demolition.

Moratorium Term

The proposed moratorium extension would be for an additional six months (original timeframe was to November 1, 2023, therefore the extended term is May 1, 2024), unless rescinded earlier by city council action.

Moratorium Area

The area impacted by the moratorium is outlined in Exhibit A.

Strategic Plan Relationship

The moratorium is consistent with Growth Management in the Strategic Plan. An initiative identified in the plan is to implement the Northtown Plan and this moratorium is part of that process.

Board/Commission Review

Interim ordinances are only reviewed by the City Council.

Financial Impact

Not applicable.

Public Outreach/Input

Interim ordinances are posted on the City's Proposed Ordinance Changes webpage.

Staff Recommendation

By motion, approve the Ordinance.

Attachment List

1. Exhibit A
2. ORD 23-2524



City of Blaine

Signature Copy

Ordinance: ORD 23-2530

Second Reading

Interim Ordinance Extending the Study Period and Moratorium for the Northtown Area. Ordinance 23-2524. City of Blaine (Case File No. 23-0040/SAS)

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

CITY OF BLAINE INTERIM ORDINANCE FOR NORTHTOWN REDEVELOPMENT AREA

WHEREAS, the 2040 Comprehensive Plan for the City of Blaine ("City") identifies the Northtown Area as a Redevelopment Area (hereafter referred to Northtown Redevelopment Area");

WHEREAS, the Northtown Redevelopment Area is depicted on the map attached to this interim ordinance as Exhibit A;

WHEREAS, the Northtown Area is zoned Community Commercial and Regional Commercial;

WHEREAS, within its 2040 Comprehensive Plan, portions of the Northtown Area are guided Community Commercial and High Density Residential/Planned Commercial;

WHEREAS, the City has identified the Northtown Redevelopment Area as an area of the City in which service, retail, office, residential and other commercial uses are desirable;

WHEREAS, On July 6 2022, the City adopted a redevelopment and revitalization plan for the Northtown Redevelopment Area;

WHEREAS, the City believes changes to the official controls for the properties in the Northtown Redevelopment Area will be required in implementing the plan for the area;

WHEREAS, On May 1, 2023, pursuant to Minnesota Statutes Section 462.355, Subd. 4, the City adopted a six-month development moratorium for the Northtown area placing a temporary moratorium on the filing and consideration of applications for new construction, rezoning, conditional use permits, interim use permits, site plan, variances subdivision, and platting within the Northtown Redevelopment Area until November 1, 2023;

WHEREAS, Minnesota State Statute Section 462.3455 authorizes that the City may establish interim ordinances for up to one year, while the City is conducting a study, has authorized a study to be conducted, or has scheduled a hearing to consider adoption or amendment of the comprehensive plan or official controls;

WHEREAS, the City continues to study amendments to official controls and use designations in and the redevelopment of the Northtown Redevelopment Area, which is depicted on attached Exhibit A, and requires an additional six months to complete those studies necessitating an extension of the initial interim ordinance to a full year from the date of its enactment on May 1, 2023;

WHEREAS, the City believes extending the interim ordinance an additional six months allowing for a full year from the date of enactment to preserve the current development status of the Northtown Redevelopment Area is necessary to protect the planning process as apart of the City's current study of zoning and land use implementation as part of the plan;

WHEREAS, the health, safety, and welfare of the residents of Blaine will be enhanced by preserving the current development status of the Northtown Redevelopment Area until the study of land uses are complete;

NOW, THEREFORE, THE CITY OF BLAINE DOES ORDAIN:

1. The City continues to study amendments to official controls and use designations in and around the redevelopment of the Northtown Redevelopment Area, which is depicted on attached Exhibit A;
2. Pursuant to the authority granted by Minnesota Statutes Section 462.355, Subd. 4, the City is authorized to implement an interim use ordinance for up to one year; and pursuant to the authority the City hereby extends the interim ordinance for an additional six months maintaining a temporary moratorium on the filing and consideration of applications for new construction, rezoning, conditional use permits, interim use permits, site plan, variances subdivision, and platting within the Northtown Redevelopment Area until May 1, 2024;
3. The City shall not grant approval of any application for new construction, rezoning, conditional use permits, interim use permits, site plan, variances, subdivision, or plat in the Northtown Redevelopment Area until May 1, 2024;
4. In accordance with Minnesota Statutes Section 432.355, this moratorium shall not apply to previously approved development actions prior to May 1, 2023, conditional use permits brought by existing multi-tenant building owners within the Northtown Redevelopment Area as of May 1, 2023, building permits and/or site plan approval associated with said approvals, or building permits applied for existing buildings for interior tenant finishes, remodeling or general building improvements including but not limited to roofing, windows, etc. The moratorium shall also not apply to any building demolition.
5. This interim ordinance shall remain in full force and effect from and after its adoption on May 1, 2023 and extending until May 1, 2024 pursuant to any necessary publication as required by law.

INTRODUCED and read in full this 2nd day of October, 2023.

PASSED by the City Council of the City of Blaine this 16th day of October, 2023.

Northtown Redevelopment Area



Legend

 Parcels



City of Blaine

Signature Copy

Ordinance: ORD 23-2524

Second Reading to Adopt an Interim Ordinance for a Moratorium for the Northtown Area. City of Blaine (Case File No. 23-0040/SAS)

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

CITY OF BLAINE INTERIM ORDINANCE FOR NORTHTOWN REDEVELOPMENT AREA

WHEREAS, the 2040 Comprehensive Plan for the City of Blaine ("City") identifies the Northtown Area as a Redevelopment Area (hereafter referred to Northtown Redevelopment Area");

WHEREAS, the Northtown Redevelopment Area is depicted on the map attached to this interim ordinance as Exhibit A;

WHEREAS, the Northtown Area is zoned Community Commercial and Regional Commercial;

WHEREAS, within its 2040 Comprehensive Plan, portions of the Northtown Area are guided Community Commercial and High Density Residential/Planned Commercial;

WHEREAS, the City anticipates future changes to the official controls for the Northtown Redevelopment Area;

WHEREAS, the City has identified the Northtown Redevelopment Area as an area of the City in which service, retail, office, residential and other commercial uses are desirable;

WHEREAS, On July 6 2022, the City adopted a redevelopment and revitalization plan for the Northtown Redevelopment Area;

WHEREAS, the City believes changes to the official controls for the properties in the Northtown Redevelopment Area will be required in implementing the plan for the area;

WHEREAS, pursuant to Minnesota Statutes Section 462.355, Subd. 4, the City has the authority to establish interim ordinances that regulate, restrict, or prohibit any use, development, or subdivision within the City or a portion thereof, for up to one year, while the City is conducting a study, has authorized a study to be conducted, or has scheduled a hearing to consider the adoption or amendment of the comprehensive plan or official controls;

WHEREAS, the City believes preserving the current development status of the Northtown Redevelopment Area is necessary to protect the planning process as apart of the City's current study of zoning and land use implementation as part of the plan;

WHEREAS, the health, safety, and welfare of the residents of Blaine will be enhanced by preserving the current development status of the Northtown Redevelopment Area until the study of land uses are complete;

NOW, THEREFORE, THE CITY OF BLAINE DOES ORDAIN:

1. The City is presently conducting a study on amendments to official controls and use designations in and the redevelopment of the Northtown Redevelopment Area, which is depicted on attached Exhibit A;
2. Pursuant to the authority granted by Minnesota Statutes Section 462.355, Subd. 4, the City hereby adopts an interim ordinance placing a temporary moratorium on the filing and consideration of applications for new construction, rezoning, conditional use permits, interim use permits, site plan, variances subdivision, and platting within the Northtown Redevelopment Area until November 1, 2023;
3. The City shall not grant approval of any application for new construction, rezoning, conditional use permits, interim use permits, site plan, variances, subdivision, or plat in the Northtown Redevelopment Area until November 1, 2023;
4. This moratorium shall not apply to previously approved development actions prior to May 1, 2023, conditional use permits brought by existing multi-tenant building owners within the Northtown Redevelopment Area as of May 1, 2023, building permits and/or site plan approval associated with said approvals, or building permits applied for existing buildings for interior tenant finishes, remodeling or general building improvements including but not limited to roofing, windows, etc. The moratorium shall also not apply to any building demolition.
5. This interim ordinance shall be in full force and effect from and after its adoption and publication as required by law.

INTRODUCED and read in full this 17th day of April, 2023.

PASSED by the City Council of the City of Blaine this 1st day of May, 2023.

Signed by



Tim Sanders, Mayor



Signed by

Cathy Sorensen, CMC, City Clerk



City of Blaine

Staff Report

File Number: 2023-495

Agenda Date	Status
October 16, 2023	
In Control	File Type
City Council	Motion

Administration - Jason Zimmerman, Finance Director

Agenda Item # 11.1

Motion to Authorize the Mayor and City Manager to Enter into a Contract with Walters Recycling and Refuse, Inc. for Organized Collection of Garbage, Refuse, Recyclable Materials and Yard Waste from July 1, 2024 to June 30, 2029

Executive Summary

Council is requested to approve a contract for Organized Collection of Garbage, Refuse, Recyclable Materials and Yard Waste with Walters Recycling and Refuse, Inc.

Background

On August 20, 2015 the City Council approved a contract with Walters Recycling and Refuse, Inc. ("Walters") for organized collection of Garbage, Refuse, Recyclable Materials and Yard Waste from January 1, 2016 to June 30, 2021. Council exercised a provision on June 17, 2019 to extend the contract for three additional years, or through June 30, 2024.

At the September 7, 2022 Workshop, Council discussed the refuse contract held by Walters and the process to procure this service at the termination of the existing agreement. Staff indicated that a request for proposals (RFP) process would need to begin in mid-2023 to allow the City time to prepare, solicit, and award the contract, if identified as the preferred method of vendor selection. Council voiced general support for an alternative to the RFP process, as there is no legal requirement that the city engage in an RFP for this service. However, before taking formal action, Council requested that staff research the hauling contracts and fees/rates of other cities with organized refuse hauling before deciding the next step regarding the contract.

At the December 5, 2022 Workshop, Council was provided with data regarding the current fee structure for sanitation services. At the time of the discussion, Blaine was one of 13 known cities in the metro area with organized hauling and research indicated that Blaine's fees for garbage and recycling services were the lowest of these cities. Council direction was to waive the RFP process, and work with Walters and the City Attorney to directly negotiate a new contract with a duration between three and five years.

Since securing the contract in 2015, Walters has worked diligently with the city to contain costs. Examples include:

- Walters recommended changes to the size of the recycling carts, resulting in an immediate and sustained 30% increase in recycling tons collected.

- Walters alerted the city of instances where individuals took advantage of the city's unlimited service to remove bulky items such as mattresses, carpeting, and construction materials. Adjustments were made to reduce the amount of these bulk items, reducing costs to both residents and the city.
- In 2022, with Walters' assistance, the city launched a pilot program for organic waste drop-off. Discussions continue around success and the next steps in growing the program.
- When Great River Energy closed its Anoka County disposal site, Walters negotiated favorable terms to dispose of solid waste and pass those savings to Blaine.

In addition to the cost containment efforts, residents have provided few complaints about service. Per the existing contract, Walters must document and promptly address all concerns. From June 1, 2019 – July 28, 2023, Walters received 326 complaint calls or approximately 42 complaints for every 1,000,000 carts tipped.

Between December 2022 and September 2023, city staff, representatives from Walters, and the City Attorney drafted, commented on, and negotiated a proposed agreement that was presented to the Council at the October 2, 2023 Workshop. The proposal included two significant changes from the existing agreement: utilization of the Consumer Price Index ("CPI") to determine annual rate changes and the consideration of interim fuel adjustments.

Utilization of the CPI for garbage and trash collection has become an industry standard for municipal contracts. Annual changes to the index are used to adjust the contract price that the city pays to Walters for their services. Walters has implemented this approach for all municipal contracts and most commercial agreements, including school districts, colleges, and large homeowner's associations. By considering the impact of inflation, the CPI index provides a metric-based approach to determining annual price increases. This eliminates arbitrary numbers that may not accurately reflect the current business environment. The observed CPI change from July to June is proposed to be the basis for any increase effective January 1 of the following year. Six contracts were collected by the city that show CPI as the basis used to set yearly rates.

The proposed interim fuel adjustment clause in the contract provides a good faith provision which would allow the contractor to request a price increase if there is a substantial fuel price increase. This clause aims to address the immediacy and volatility of fuel price changes outside of the annual CPI adjustment noted in the preceding section. If the Contractor initiates this clause, both parties must negotiate in good faith to potentially increase pricing beyond the CPI adjustment. Any increase agreed to under this clause is not automatically subject to the annual CPI increase adjustment in the contract, rather it is reviewed and negotiated based on fuel prices. Ultimately, it is up to the city to decide whether to grant the contractor's request for a price increase. However, the city should keep in mind that the interim fuel adjustment clause is a good faith provision intended to protect both parties from events related to unexpected fuel price changes.

At the conclusion of the October 2, 2023 workshop, the Council voiced a general consensus supporting the proposed contract and directed staff to bring the item forward for formal approval.

Strategic Plan Relationship

This agreement aligns with the City's strategic plan goal of well-maintained infrastructure by reducing the volume of commercial traffic on roadways and ensuring the proper disposal of refuse.

Board/Commission Review

Not required.

Financial Impact

This contract is covered by the fees charged to residential customers for refuse collection.

Public Outreach/Input

Not required.

Staff Recommendation

By motion, authorize the Mayor and City Manager to enter into contact with Walters Recycling and Refuse, Inc. for Organized Collection of Garbage, Refuse, Recyclable Materials and Yard Waste from July 1, 2024 to June 30, 2029.

Attachment List

1. Walters Contract Proposal
2. Exhibit A - Collection Map
3. Exhibit B - Price Sheet

CITY OF BLAINE

**AGREEMENT FOR GARBAGE, REFUSE, RECYCLABLE MATERIALS
AND
YARD WASTE COLLECTION SERVICES**

July 1, 2024 - June 30, 2029

THIS AGREEMENT ("**Agreement**"), dated October ____, 2023, is made between the **CITY OF BLAINE**, a Minnesota municipal corporation (the "**City**"), and **WALTERS RECYCLING AND REFUSE, INC.**, a Minnesota corporation ("**Contractor**").

WHEREAS, the parties entered into that certain Amended Agreement for Garbage, Refuse, Recyclable Materials and Yard Waste Collection Services, dated January 1, 2019, as amended by that First Amendment to the Amended Agreement for Garbage, Refuse, Recyclable Materials and Yard Waste Collection Services, dated June 19, 2019 (collectively, the "**Existing Agreement**");

WHEREAS, the Existing Agreement expires on June 30, 2024 and the parties acknowledge and agree that the Existing Agreement shall continue to control through its expiration date;

WHEREAS, the City and Contractor have entered into this Agreement to provide for the continued delivery of Contractor's services pursuant to the terms and conditions hereof after the expiration of the Existing Agreement and that this Agreement shall become effective upon expiration of the Existing Agreement and shall control throughout the *Term* (as defined below);

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the sufficiency of which are hereby acknowledged, the City and Contractor agree as follows:

1. Definitions.

1.1 **"Brush"** shall mean branches, trees and other shrubs, which are less than four (4) inches in diameter and have been tied in bundles that are not more than four (4) feet in length and weigh no more than thirty-five (35) pounds per bundle.

1.2 **"City Manager"** means the then acting City Manager for the City.

1.3 **"Collection"** means, as appropriate, *Garbage and Refuse Collection, Recycling Collection and/or Yard Waste Collection* (as such terms are defined below).

1.4 **"Dwelling Unit"** means a separate dwelling place with a kitchen, excluding Dwelling Units in apartments and all Dwelling Units located within manufactured housing parks.

1.5 **"Garbage"** means animal and vegetable wastes resulting from the handling, preparation, cooking, service and consumption of food.

1.6 **"Garbage and Refuse Collection" or "Refuse Collection"** means the taking up and collecting of all Garbage and *Refuse* (as defined below) accumulated in containers at single, double, triple, quadruple, six, or eight unit Dwelling Units, including townhomes within the corporate limits of the City. Apartments and manufactured housing parks are excluded from this Agreement.

1.7 **"Receptacle"**, unless specifically provided otherwise, whether referred to as "cart", "garbage can", "plastic bag", "suitable container", "cans" or "containers", shall be of such size and form as to permit Collection and handling by one person. A single Receptacle may not exceed 96 gallons.

1.8 **"Recyclable Materials"** shall mean at a minimum newsprint, green, brown, and clear glass (food and beverage) containers, aluminum, steel, bi-metal, and "tin" cans (food and beverage containers), plastic

containers labeled 1, 2 and 5, corrugated cardboard, box board, catalogs, magazines, phone books, hard and soft covered books, and mixed paper. The term mixed paper shall not include paper contaminated with Garbage, paper plates and cups, pizza boxes with grease stains, napkins, waxed paper, carbon paper, restroom paper, used lunch bags, wallpaper, or shredded paper. Other materials may be mutually agreed upon by the City and Contractor.

1.9 **"Recycling Collection"** shall mean the taking and receipt of all Recyclable Materials accumulated in containers at Dwelling Units covered in this Agreement. Collection shall also include transporting the Recyclable Materials to a processing site or end market as determined by Contractor and approved by the City.

1.10 **"Recycling Receptacles"** shall mean one-unit Receptacles in which Recyclable Materials can be stored and later placed at curbside for Collection as approved by the City.

1.11 **"Refuse"** means all wastes which normally result from the operation of a household, except body waste and Garbage, including but not limited to rubbish, metal cans, papers, cardboard, glass jars, bottles, wood, ashes, household construction materials, cement, bricks, furniture, plastics, and any other household Refuse or materials small enough for one person to handle. The term Refuse shall not include *Yard Waste* (as defined below), nor shall it include building materials or other waste or debris resulting from construction or reconstruction of buildings and other improvements by contractors, *White Goods* (as defined below), tires, oil, auto batteries, oil filters, fluorescent lamps, and/or any other items prohibited by law from entering solid waste facilities.

1.12 **"Resident"** shall mean a City resident whose Dwelling Unit receives any type of Collection services provided by Contractor pursuant to the terms of this Agreement.

1.13 **"Tipping Fee"** shall mean the charge per ton assessed to Contractor by the City approved solid waste disposal facility for disposing of Refuse and Garbage. Tipping Fee includes any taxes, fees and/or surcharges and transportation/transload costs to the disposal facility.

1.14 **"Unacceptable Recyclable Materials"** shall mean materials not properly prepared, separated and/or located in accordance with this Agreement as generally accepted recycling practices established by Contractor or materials currently not designated for curbside Collection.

1.15 **"Walk Up Customer"** is a household, approved by the City, which shall receive Garbage, Refuse, Recycling, and Yard Waste service at the household instead of the curbside due to the physical limitations of the Resident.

1.16 **"White Goods"** shall mean household appliances, including but not limited to, clothes washers and dryers, dishwashers, water heaters, residential furnaces, garbage disposals, trash compactors, conventional and microwave ovens, ranges and stoves, air conditioners, dehumidifiers, refrigerators, and freezers. Notwithstanding the statutory definition of "*White Goods*," for the purposes of this Agreement, White Goods shall include consumer electronics.

1.17 **"Yard Waste"** means compostable, organic material consisting of grass clippings and leaves but excluding Brush.

1.18 **"Yard Waste Collection"** means the taking and receipt of all Yard Waste accumulated in *Yard Waste Receptacles* (as defined below) at all Dwelling Units in the City whose Resident elects to purchase the service as described in Section 5. Yard Waste Collection shall also include transportation and transload fees to an approved compost site.

1.19 **"Yard Waste Receptacle"** shall mean any type of container that Contractor uses for Yard Waste Collection. The use of a Yard Waste Receptacle shall be approved by the City.

1.20 **"Yard Waste User Fee"** shall mean the fee charged by Contractor for costs attributable to Collection, transportation, and disposal of Yard Waste at a compost site.

2. Term of Agreement. The term of this Agreement ("**Term**") shall be for a period of five (5) years commencing July 1, 2024 and ending on June 30, 2029. This Agreement may be extended thereafter for a period of five (5) years at the option of the City. To exercise this option, the City must provide Contractor written notice of its election to exercise such right at least one (1) year prior to the expiration of the original Term. Whenever reference is made in this Agreement to the Term of this Agreement, such reference shall include the option period if it is so exercised by the City.

3. Garbage and Refuse Services to be Performed.

3.1 Frequency of Collection: Garbage and Refuse accumulated at Dwelling Units within the corporate boundaries of the City shall be collected at least once a week. Other than weeks incorporating holidays listed in Section 7.8 or weeks in which there is a significant weather or other *Force Majeure* event, Collections shall be done Mondays through Fridays in accordance with the current scheduled Collection day for Residents to avoid service disruption ("**Collection Schedule**"); provided, however, that if Collection falls on a holiday or if a day is lost due to a significant weather event or *Force Majeure* event, the schedule of Collection outlined in Section 7.8 shall apply. A copy of the current Collection Schedule is attached hereto as **Exhibit A**. Any proposed changes to the Collection Schedule must be submitted for approval to the Office of the City Manager, which approval shall not be unreasonably conditioned, withheld or delayed.

3.2 Hours of Regular Collection: Except for unusual weather, traffic or other similar types of conditions or events that slow down traffic, daily Collection hours shall not begin prior to 7:00 a.m. and shall not continue past 5:00 p.m., unless prior permission has been granted by the City Manager, or his or her designee.

3.3 Procedure for Collection and Handling Refuse: All Garbage and Refuse must be handled in such a manner that a minimum of said Refuse is spilled, dropped, strewn, or allowed to remain on, about or around the Dwelling Unit from which it is collected. Contractor shall use commercially reasonable efforts to limit or eliminate Garbage or Refuse from being dropped, strewn, thrown, or in any manner deposited upon any of the streets or sidewalks within the City. Care shall be taken not to damage Receptacles. In performing its professional services hereunder, the Contractor will use a degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided.

3.4 Disposal of Refuse: All Garbage and Refuse shall be transported to, weighed-in at, and disposed of at a solid waste facility that is approved by the City. The disposition of such material shall be conducted and handled so as to at no time create a nuisance to become injurious to the public health of persons living either within or outside the corporate limits of the City. Contractor shall dispose of Garbage and Refuse at a facility that most cost effectively meets the State of Minnesota Public Entities Processing Requirements under Minnesota Statutes Sections 115A.46, 115A.471, and 473.848 and the Anoka County Solid Waste Master Plan.

3.5 Monthly Reporting: Contractor shall provide tonnage information on Garbage and Refuse collected on a monthly basis. The City may withhold payment for Garbage and Refuse Collection services pending receipt of such information.

3.6 City Events: Contractor shall provide Refuse Receptacles and Collection services for the current festivals and events at no additional charge. The parties agree to negotiate in good faith charges for any new or additional festivals or events.

3.7 Christmas Trees: Contractor shall provide for the disposal of Residents' Christmas Trees during the first two full weeks of each year; provided, however, that if the Christmas tree is over eight (8) feet long, the Resident shall be instructed to first cut it in half before placing it at the curbside and to first remove all decorations, ornaments and stands. Contractor may refuse to collect and dispose of any Christmas tree from a Resident failing to comply with these requirements.

3.8 City Properties: Contractor shall provide Collection and Receptacles to all City owned sites currently including but not limited to City Hall, Public Works Building, Fire Stations, and all City park properties, at no additional charge. All Receptacles shall be readily accessible to Contractor on the Collection days specified by the City. The parties agree to negotiate in good faith charges for any new or additional City buildings or properties.

3.9 Bulky Items: Contractor shall collect any large or bulky items, excluding White Goods, set out for collection. Residents with 96-gallon service are allowed pickup of 6 bulky items each calendar year for no additional charge. For Residents that have either 32-gallon or 64-gallon service, or 96-gallon service but for items after the 6-free-item limit, and wish to have Contractor pick up the extra items at the curb, Resident must call Contractor to schedule pickup and Contractor shall charge the Resident directly for both the trip charge and the disposal cost as set forth under the Bulky Item Fee Schedule on the attached **Exhibit B**. This fee shall not be changed unless by mutual agreement of the City and Contractor. The City shall be entitled to a monthly credit on its obligations due Contractor in an amount equal to the total disposal costs collected by Contractor from the Residents during the prior month pursuant to the terms of this Section 3.9.

4. Recycling Services to be Performed.

4.1 Frequency of Collection: Contractor shall collect all Recyclable Materials on at least an every other week basis. Recyclable Materials shall be collected at all Dwelling Units receiving Garbage and Refuse Collection. Other than weeks incorporating holidays listed in Section 7.8 or weeks in which there is a significant weather or other *Force Majeure* event, Collection of Recycling Materials shall take place on Monday through Friday, inclusive, on the same day as Refuse Collection. If the service day falls on a holiday or if a day is lost due to a significant weather or *Force Majeure* event, the schedule of Collection outlined in Section 7.8 shall apply.

4.2 Hours of Regular Collection: Except for unusual weather, traffic or other similar types of conditions or events that slow down traffic, daily Collection hours shall not begin prior to 7:00 a.m. and shall not continue past 5:00 p.m., unless prior permission has been granted by the City Manager, or his or her designee.

4.3 City Properties: Contractor shall provide Collection, at no additional cost, to all current City and Blaine Economic Development Authority owned sites including but not limited to City Hall, Public Works building, Fire Stations, and all City park properties. All Receptacles shall be readily accessible to Contractor on the Collection days specified by the City. The parties agree to negotiate in good faith charges for any new or additional City buildings or properties.

4.4 City Events: Contractor shall provide Recycling Receptacles and Recycling Collection services for all current Blaine Festivals and City Events at no additional charge. The parties agree to negotiate in good faith charges for any new or additional festivals or events.

4.5 Monthly Reporting: Contractor shall provide to the City tonnage figures based upon scale receipts for the total weight of each Recyclable Material collected including a statement of verification that the scale receipts reflect materials collected only in the City for the particular month in which the reimbursement is being requested. Contractor shall retain scale receipts for a period of time agreed upon by the City and Contractor. Contractor shall also provide the City with a monthly compilation of the number of daily Collections of Recyclable Materials made in the City and the total number of collections possible. The City may withhold payments for Recycling Collection services pending receipt of such information.

4.6 Recycling Marketing, Recycling Proceeds and Disposal Fees: Contractor shall pay to the City all of the proceeds it receives from the applicable recycling facility, if any, arising from the Recyclable Materials it delivers to such facility pursuant to the terms of this Agreement ("**Recycling Proceeds**") and to the extent such Recycling Proceeds are less than disposal fees arising from the disposal of the Recyclable Materials, the City shall pay Contractor the net disposal fees relative to the same. Contractor shall use commercially reasonable efforts to maximize Recycling Proceeds for the City and to minimize the City's disposal costs relative to the same. All Recyclable Materials shall be recycled to the greatest extent possible and Contractor

agrees that it shall not landfill or incinerate the Recyclable Materials without the permission of the City; provided, however, that such permission shall not be unreasonably withheld, conditioned or delayed in the event local recycling facilities limit or no longer accept any or all of the current items set forth in the definition of Recyclable Materials.

4.7 Single Sort: Recyclable Materials may be commingled in the Recycling Receptacles supplied by Contractor.

4.8 Ownership: All Recyclable Materials placed for Collection become and remain the responsibility and ownership of the City until delivered to and received by a recycling processing facility. Upon request of the City, Contractor shall use commercially reasonable efforts to assist the City in identifying the Resident to any Recyclable Materials for which the City has responsibility and ownership by way of this Section 4.8.

4.9 Notice to Residents: Contractor will be required to provide written notice to a Resident if the Resident's Recyclable Materials are left for Collection in an unacceptable condition. The notice shall be on forms acceptable to the City informing the Resident that their Recyclable Materials were in an unacceptable condition for Collection. The notice shall also give instructions for the proper preparation of Recyclable Material and the phone number of Contractor and the City's Recycling Coordinator. Contractor shall collect the Unacceptable Recyclable Materials on the first occurrence. Contractor can notify the Resident of the proper procedure. Subsequent Collection of Unacceptable Recyclable Material may be refused; however, this shall be reported to the City, in accordance with the above procedure.

4.10 White Goods Collection and Fees: Contractor shall offer Dwelling Units a White Goods pick up service. White Goods must be picked up within three (3) working days (Monday through Friday) of a request from a Dwelling Unit. Contractor shall bill the Resident directly for this service as this is a private business arrangement between Contractor and the interested Residents. The City shall not be a party to any such agreements. The White Goods Fee Schedule is set forth on the attached **Exhibit B**.

4.11 Community Education Recycling Promotion: Contractor shall provide City-wide community education recycling promotion mailers annually. The City shall retain editorial control of and approve methods of distribution for all mailers.

5. Yard Waste Services to be Performed.

5.1 Yard Waste Collection and Fees: Contractor shall offer Yard Waste Collection services to any interested Residents. Yard Waste service shall not be a part of the City's solid waste and recycling service contract with Contractor, but rather a separate, subscription service as a private business arrangement between Contractor and the interested Residents. All Yard Waste shall be placed in a Yard Waste Receptacle. Residents shall be solely responsible for opting in with Contractor for Yard Waste Collection, and Contractor shall separately and directly bill and collect fees from such Residents who opt in for Yard Waste Collection. Yard Waste shall be kept unmixed from other types of Garbage or Refuse. The Yard Waste User Fee Schedule is set forth on the attached **Exhibit B**.

5.2 Frequency of Collection: Contractor shall collect all Yard Waste from all participating Dwelling Units at least once a week during Yard Waste season (April through November weather permitting) during the Term of this Agreement. Other than weeks incorporating holidays listed in Section 7.8 or weeks in which there is a significant weather or other *Force Majeure* event, Collection of Yard Waste shall take place on Monday through Friday, inclusive, on the same day as Refuse Collection. If the service day falls on a holiday or if a day is lost due to a significant weather or *Force Majeure* event, the schedule of Collection outlined in Section 7.8 shall apply. Except for unusual weather, traffic or other similar types of conditions or events that slow down traffic, daily Collection hours shall not begin prior to 7:00 a.m. and shall not continue past 5:00 p.m., unless prior permission has been granted by the City Manager, or his or her designee.

5.3 Brush: Contractor shall collect all Brush set out for Collection, up to (ten) 10 bags or bundles, by Residents at no extra charge, as long as it is prepared in a manner mutually agreed upon by Contractor and the City.

5.4 Approved Facility: Contractor shall be responsible for disposal of Yard Waste at a composting facility approved by the City. No Yard Waste shall be disposed of at a solid waste disposal facility. Currently, Contractor is transporting Yard Waste to Elk River Composting. If the approved Yard Waste compost site changes during the term of this Agreement, the parties will negotiate an adjustment relative to the transportation and processing costs of the Yard Cost Collection in good faith.

5.5 Monthly Reporting: Contractor shall provide tonnage information on Yard Waste collected on a monthly basis during Yard Waste season (April through November).

6. Contractor's Equipment.

6.1 Contractor shall supply all equipment, labor, and materials necessary to complete Collection, hauling, disposal and/or processing of all Garbage, Refuse, Yard Waste and Recyclables from participating Dwelling Units.

6.2 Contractor's name or firm name, together with phone number, shall be presented in legible letters, not less than five (5) inches in height, on both sides and rear of all trucks and conveyances used in the City in performance of this Agreement. Vehicles should be equipped with warning flashers, back- up alarms, and a broom and shovel, in good usable condition, shall be placed and maintained on each truck.

6.3 Contractor shall place all Garbage, Refuse, Yard Waste, and Recyclables it collects in water tight metal receptacles or vehicles with closed tops constructed so that the contents will not leak or spill therefrom. Such receptacles or vehicles shall be kept as clean and as free from all offensive odors as possible and not be allowed to stand in any street, alley or other place longer than is reasonably necessary to collect Garbage and Refuse.

6.4 Contractor shall use equipment, mutually agreed upon by the parties, that is similar in size and configuration to the equipment already in use in the City for Garbage, Refuse, Recycling, and Yard Waste Collection.

7. Contractor's Operations and Residents' Obligations.

7.1 Contractor shall establish and maintain within the City or in a location approved by the City Manager, an office with continuous supervision for accepting complaints and customer calls. The office shall be in service during the hours of 8:00 a.m. until 5:00 p.m. on all days except Saturday, Sunday and legal holidays as specified in Section 7.8 of this Agreement and days when no Collection is to be made. The address and telephone number of such office and any changes therein shall be given to the City in writing.

7.2 The City may appoint inspectors who may have access to inspect Contractor's equipment and records at reasonable times and with reasonable advance notice.

7.3 Contractor must maintain and provide on a monthly basis an electronic database of all complaints arising as a result of Contractor's services to the City within fifteen (15) days of the end of the month. This record shall include the following information: name and address of caller, date of call, date of incident, driver/operator information, problem, resolution, and time/day of resolution. Contractor will provide this information along with monthly tonnage reports. All complaints shall be answered courteously and promptly by a customer support representative employed by Contractor.

7.4 Whenever the City or Resident notifies Contractor of verified locations which have not received scheduled service, assuming the Resident had his or her Receptacles at the curbside of their abutting street by 7:00 a.m. on the scheduled day of Collection, Contractor shall be required to service such locations before 5:00 p.m. of the same day when notified prior to noon. When notified after noon, Contractor shall service such locations not later than the following day, excluding Sundays or Holidays.

7.5 Contractor shall report to the City any observed violations of ordinances pertaining to Garbage and Refuse Collection, Recyclable Material Collection and Yard Waste Collection.

7.6 Contractor shall comply with ordinances of the City, County and laws or regulations of the State of Minnesota and its agencies related to Collection and disposal of Garbage and Refuse, Yard Waste, and Recycling in effect during the Term of this Agreement. Contractor shall keep all equipment used in the performance of the work in good operating condition and in a clean, sanitary condition. Equipment is subject to periodic inspection by the City. All of Contractor's facilities within the City of Blaine shall meet all applicable current City codes and operational standards. Failure to do so may result in termination of this Agreement under Section 12.1.

7.7 Contractor must obtain all pertinent licenses from the City, County, and State.

7.8 Contractor shall not be required to make regular Collections of Garbage, Yard Waste, Refuse or Recyclable Material on a day in which there is a significant weather or other *Force Majeure* event or on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day; provided, that the week's schedule shall be completed regardless of the holiday or significant weather or other *Force Majeure* event, which means Collection is then deferred one day. In such situations, Contractor will be allowed to collect routes on Saturdays from 7:00 a.m. to 5:00 p.m. It shall be Contractor's responsibility to notify Residents of any changes in the Collection Schedule as a result of a holiday.

7.9 Contractor's employees shall handle all Receptacles with reasonable care to avoid damage, shall replace all Receptacles in an upright position, and shall immediately clean up and dispose of any contents thereof which may be spilled. All Garbage, Yard Waste and Recycling Receptacles shall be replaced where found. They shall not be placed or thrown on the streets, highways or on adjoining property. Contractor, its agents, or employees shall not throw or drop Receptacles from the truck to the pavement or in any way break or damage or roughly handle the same. Except for Receptacles damaged by a Resident's negligent or intentional acts, Contractor shall repair or replace all broken Receptacles at no additional charge. Contractor may charge the Resident directly to repair or replace a Receptacle damaged by the Resident's negligent or intentional act.

7.10 Contractor shall, in due diligence effort, avoid using residential streets within the city limits as shortcuts when conducting any activities related to this contract, including but not limited to collection, delivery, or service provision. For the purposes of this provision, "residential streets" shall be defined as any streets primarily used for residential purposes, including streets with predominantly residential properties and where pedestrian and vehicular traffic associated with residential dwellings is prevalent. The term "due diligence effort" as used in this provision implies that the Contractor shall exercise reasonable and conscientious efforts to plan and execute routes that do not utilize residential streets as shortcuts, with the goal of minimizing disruption and inconvenience to residents and preserving the safety and tranquility of residential areas.

7.11 All employees of Contractor shall be dressed in clean uniforms which provide suitable identification and shall exhibit a courteous attitude toward the City's residents and the general public.

7.12 Subject to Section 3.1 above, the City Manager or his or her designee shall be notified in writing, and must agree to any Collection day changes prior to the occurrence of said changes. Contractor is responsible for notifying the affected Dwelling Units of any Collection day changes.

7.13 Contractor shall provide Collection service to Walk Up Customers. These addresses shall have prior written approval by the City.

7.14 Contractor shall have at least one supervisor in the City at all times during regular Collection for Garbage, Recycling, and Yard Waste.

7.15 The City and Contractor expressly agree that Contractor is independent and not an employee, agent, or joint venture with the City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the City and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes.

7.16 Resident Obligations: The City shall require that all Residents (except for Walk Up Customers) place their Receptacles and/or approved containers that contain Garbage and Refuse, Recycling Materials or Yard Waste at the curbside of their abutting city street by 7:00 a.m. on the scheduled day of Collection.

8. Payment.

8.1 The City shall compensate Contractor for Collection of Garbage, Refuse, and Recyclable Materials upon the basis of the total number of Dwelling Units serviced, less any employees of Contractor that are eligible for free service as part of Contractor's employment policy. Each Resident electing Yard Waste Collection shall directly compensate Contractor such collection in accordance with Section 5.

8.2 Periodic additions or deductions in the number of Dwelling Units collected shall be subject to verification and agreement between the City and Contractor. Such adjustments may not be made more often than once per month.

8.3 During the period of this Agreement, the City shall pay to Contractor, on or before the 30th of each month, for Garbage, Refuse, and Recyclable Materials Collection performed by Contractor during the preceding calendar month, the monthly rates set forth on the attached **Exhibit B**.

8.4 Tipping Fees, Recycling Proceeds and Disposal Costs: The City shall pay Contractor, on a monthly basis, the actual monthly Tipping Fees for Garbage and Refuse delivered to a solid waste disposal facility, as defined in Section 3.4 above. In addition, if the Recycling Proceeds are less than the disposal costs for Recyclable Materials, as described in Section 4.6 above, the City shall pay Contractor, on a monthly basis, the net of the actual recycling disposal fees less the Recycling Proceeds actually received by Contractor. However, if the actual Recycling Proceeds received by Contractor are greater than the actual disposal fees for Recyclable Materials, Contractor shall pay the City, on a monthly basis, the net thereof.

8.5 Any tipping/processing rebates received from the State or County shall be passed through to the City in their entirety.

9. Insurance.

9.1 Prior to the commencement of services under this Agreement, copies of all required insurance policies shall be submitted to the City for review. Contractor agrees to remain fully insured during the course of this Agreement as follows:

9.1.1 Comprehensive general liability insurance including premises operations coverage, personal and advertising injury coverage, completed operations coverage, independent contractor's coverage and contractual liability coverage, covering the indemnity agreement under Section 10, with limits not less than \$2,000,000 combined single limit, including bodily injury liability and property damage liability.

9.1.2 Workers' compensation insurance and employers' liability insurance as required by law.

9.1.3 Comprehensive automobile, bodily injury and property damage liability insurance, including coverage for all owned and hired vehicles and employers' non ownership liability coverages. Limits of liability should be for not less than \$2,000,000 combined single limit bodily injury and property damage liability.

9.1.4 Contractor shall name the City as an additional insured on such insurance and shall furnish evidence of the same to the City.

9.1.5 The policy shall be a standard form policy provided for by a carrier approved by the State of Minnesota and shall not contain any exclusion's that will restrict coverage on any operations performed by this Contractor or any subcontractors thereof.

9.1.6 The policy or policies shall afford contractual liability coverage to provide coverage for the indemnification agreement set out in Section 10.

9.1.7 It is a condition of this Agreement that the policy or policies waive any or all governmental immunity as a defense in any action brought against the insured or any other party to this Agreement.

9.1.8 The policy shall provide full insurance to cover all of Contractor's operating exposure including the picking up of the materials and the operation of vehicles.

9.1.9 Approval of the insurance by the City shall not in any way relieve or decrease the liability of Contractor hereunder, and it is expressly understood that the City does not in any way represent that the above specified insurance or limits of liability are sufficient or adequate to protect Contractor's interests or liabilities.

9.2 Property Insurance: All responsibility for maintaining property insurance on any premises or structures owned or operated by Contractor remains solely with Contractor, who may at its option insure against any other perils, and such responsibility shall remain with Contractor until such time as this Agreement is terminated.

9.3 Notice of Cancellation or Non-Renewal: The City shall be given at least thirty (30) days prior written notice of any cancellation, termination or material modification of the required insurance coverages.

9.4 Deductibles: All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with Contractor.

9.5 Subcontractor Insurance Review. The Contractor is responsible to review and ensure all subcontractors comply with the insurance provisions as required in this Section 9 and said insurance is maintained as specified.

9.6 The Contractor policy or policies, as required in Section 9.1, shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the Contractor's performance under the Agreement.

9.7 The City reserves the right to immediately terminate this Agreement if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor.

10. Indemnification. Other than the intentionally wrongful or negligent acts or omissions of the City or any of its agents or employees, which acts or omissions shall remain the sole liability of the City, Contractor shall indemnify, defend and hold harmless the City, its elected and appointed officials, officers, agents, representatives and/or employees, and the Blaine Economic Development Authority from and against all claims, damages, losses, costs or expenses, including reasonable attorney fees (collectively, the "**Claim**"), which may be asserted against the City or the Blaine Economic Development Authority for which it may be held liable, to any extent resulting from the negligence or willful misconduct of Contractor, its employees, agents, representatives, or subcontractors, in the performance of this Agreement.

11. Performance Standards and Damages.

11.1 Except for *Force Majeure* events, Contractor agrees that the City may, after written notice and a reasonable opportunity to cure, fine Contractor and deduct from payment the amounts specified below as liquidated damages for failure of Contractor to fulfill its obligations. The City will notify Contractor in writing documenting the nature of the violation, the history of the account, if any, and the reason for the fine.

Contractor may address and remedy the failure at which point the City will determine if a fine is still appropriate, in its reasonable determination. If Contractor disagrees as to the applicability of the fine, the City may then pursue the fine through mediation or litigation pursuant to Section 16 below. Contractor must notify the City in writing of its remedial action.

11.1.1 Failure or neglect to clean up solid waste spilled by Contractor within six (6) hours of oral or written notification - \$100.00 each occurrence.

11.1.2 Failure or neglect to maintain vehicle in a manner that prevents nuisances such as leaky seals or hydraulics - \$500.00 each occurrence.

11.1.3 Failure or neglect to collect Garbage, Refuse, Recycling, Yard Waste, or large/bulky items after either oral or written notice by the City - \$500.00 each occurrence.

11.1.4 Failure or neglect to provide notice to involved Resident when Garbage and Refuse, Recyclables, Yard Waste, or large/bulky items are refused for Collection for cause - \$100.00 each occurrence.

11.1.5 Repeated failure or neglect to correct problems will be considered a breach of contract - \$500.00 each occurrence.

11.1.6 Failure or neglect to abide by the City's regular Collection hours - \$500.00 each occurrence.

11.1.7 Missing entire blocks or neighborhoods. A missed block is defined as a block where Residents from at least three households within two intersections of that block or cul-de-sac report that their material was out before 7:00 a.m., which report is confirmed by Contractor's records, the material was not picked up after either oral or written notice from the City and the addresses did not appear on the records as unacceptable setouts - \$1,000.00 each occurrence.

11.1.8 District-wide Collection not completed. The failure to complete a majority (50% or more) of pickups within a City Collection district on the scheduled Collection day without following proper notification procedure - \$5,000.00 per occurrence.

11.2 Upon reasonable advance notice, Contractor shall provide access to the City, or any of its duly authorized representatives, at reasonable times, to review any books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making an audit, or examination and preparing excerpts and transcriptions.

12. Termination.

12.1 Either party shall have the right to terminate this Agreement if in that party's reasonable judgment there has been and remains an uncured material breach of any provision hereof by the other party. Continuing breach or a party's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

12.2 Upon the failure of Contractor to fulfill any of the provisions of this Agreement, after reasonable notice to Contractor and the opportunity to perform, the City Manager shall be authorized to hire such persons and equipment, or assign City employees and equipment, as may be necessary to do such work. The cost of such expenses thereof may be charged and deducted from any monies due Contractor or collected from Contractor, or collected by recourse to Contractor's bond or financial guarantee.

12.3 If Contractor accumulates six (6) or more uncontested fines in a 6-month period of time, the City shall have the right to terminate this Agreement under Section 12.1.

12.4 Notwithstanding the above sections, a party shall not be in breach and the other party shall have no right to terminate this Agreement unless the breaching party fails to cure said breach or fails to perform

within fifteen (15) days of written notice from the non-breaching party to the breaching party; provided, however, that if such default cannot be reasonably cured within such fifteen (15) day period, the breaching party shall be entitled to reasonable additional time within which to effect a cure so long as such cure is commenced within that fifteen (15) day period and the breaching party thereafter diligently prosecutes the cure to completion. As to Contractor, the breach or failure to perform must be cured to the reasonable satisfaction of the City Manager.

13. Non-discriminatory Practices. Minnesota Statutes Section 181.59, which prohibits discrimination on account of race, creed or color in the performance of public contracts, is made part of this Agreement with the same force and effect as if set forth herein verbatim.

14. Successors and Assigns. Contractor binds itself, its successors, executors, administrators and assigns to the City in respect to all covenants of this Agreement, except that Contractor shall not assign or transfer any part of its interest in this Agreement, nor shall Contractor assign any monies due, or to become due, without the City's written consent, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing the contrary, Contractor may assign or transfer this Agreement, without the City's prior written consent, to: (i) a corporation or other entity into which or with which Contractor is merged or consolidated; (ii) a corporation or other entity acquiring this Agreement and/or all or substantially all of the other assets of Contractor; or (iii) a corporation or other entity with which Contractor is or may become affiliated.

15. Force Majeure. Whenever a period of time is provided for in this Agreement for either the City or Contractor to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as a significant weather event, a pandemic, plague, epidemic, outbreak of infectious disease, or any other public health crisis, including quarantine or other employee restrictions and any governmental rules and regulations relating thereto, terrorist act, war, riot, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado or any act of God, strike or lockout other than their own strike or lockout and other causes beyond a party's control whether or not of the same class or kind as specifically named above. The time period for the performance in question shall be extended only for the actual amount of time said party is so delayed.

16. Dispute Resolution.

16.1 Any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement ("**Dispute**") shall be settled according to the terms of this Section 16. The parties to this Agreement shall attempt in good faith to promptly resolve any Dispute by mutual agreement. If the Dispute cannot be resolved by mutual agreement such Dispute may be resolved by either mediation or litigation.

16.2 Governing Law and Venue: All issues concerning this Agreement will be governed by and construed in accordance with the laws of the State of Minnesota. In the event the parties are unable to resolve a Dispute in accordance with Section 16.1 and legal proceedings are commenced by either party such legal proceedings shall be venued in the County of Anoka or in the Federal District Court for the state of Minnesota and the parties hereby consent to the exclusive jurisdiction of such courts.

16.3 Costs, Expenses, Attorneys' Fees: In case either party shall, without fault on its part, be made a party to any litigation commenced by or against the other or if a party shall employ an attorney to enforce the covenants and agreements of the other party under this Agreement, then the prevailing party shall be entitled to all of its costs, expenses and reasonable attorney's fees incurred or paid in connection with such litigation or enforcement of the other party's covenants and agreements.

16.4 Interest: If either party fails to pay or reimburse to the other party any sum of money payable under this Agreement, the defaulting party shall be obligated to pay interest on such sum equal to eight (8%) percent per year or the highest rate of interest then permitted by law, whichever is less.

17. Data Practices. This Agreement is subject to the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13 (Data Practices Act). All government data, as defined in the Data Practices

Act Section 13.02, Subd 7, which is created, collected, received, stored, used, maintained, or disseminated by Contractor in performing any of the functions of the City during performance of this Agreement is subject to the requirements of the Data Practice Act and Contractor shall comply with those requirements as if it were a government entity.

18. CPI Increases. The annual CPI price increase for certain services, as referenced in **Exhibit B**, will be calculated by using the annual change in the *Consumer Price Index(CPI) for Garbage and Trash Collection* from July 1 to June 30 of each year. If such CPI has increased during that period, that percentage increase will then be applied to increase the price of the applicable services effective on the following January 1st. For the avoidance of doubt, if the *Consumer Price Index(CPI) for Garbage and Trash Collection* increases by 3.5% during the period from July 1, 2024 through June 30, 2025, then the price for the applicable services will be increased by 3.5% and the increased price will become effective on January 1, 2026. The CPI adjustment can be found at bls.gov/cpi/tables/supplemental-files/ and looking up Garbage and Trash Collection in the CPI-U Table.

19. Interim Fuel Adjustment. While the parties recognize that the CPI increase referenced in Section 17 above contemplates annual changes in fuel pricing, given the volatility and unpredictability of the price of fuel, the parties agree that in the event of a substantial increase in the price of fuel at any time during the Term of this Agreement, Contractor may, upon written notice to the City, request to reopen pricing negotiations in an effort to recover its increased operational costs due to such change in the price of fuel and if Contractor provides such notice, both parties agree to negotiate in good faith whether pricing will be increased in excess of the CPI increase. To illustrate the problem, if the price of fuel increases from \$3.00 to \$6.00 during the period from July 1, 2024 through August 31, 2024, the CPI increase that would become effective on January 1, 2025, 5-6 months later, would not even contemplate that significant increase in fuel pricing. But for this Section 19, Contractor would have to wait 18 months, continuing to pay the higher fuel prices that entire time, before the CPI adjustment contemplating this increase would become effective on January 1, 2026. Therefore, the parties agree that Contractor need not wait until the next CPI adjustment if there is a substantial increase in the price of fuel. Notwithstanding, in the event the parties agree to an increase in pricing to permit Contractor its increased operational costs due to such change in the price of fuel the parties shall reevaluate the renegotiated price annually in consideration of the CPI (as provided above) and market conditions and negotiate in good faith to determine if the agreed upon increase in pricing remains necessary for the Contractor to recover an increase in operational costs. For elimination of doubt, the parties acknowledge and agree that upon agreement to increase pricing in accordance with this Section 19, such increase shall not automatically be subject to the annual CPI increase as provided in Section 18, but instead, scheduled annual increase shall be subject to review and potential negotiation by the parties in consideration of the fuel prices.

20. Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner to be effective and valid under applicable law. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule, in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and the remaining provisions of this Agreement will continue in full force without being impaired or invalidated in any way.

21. Whole Agreement. This Agreement embodies the entire agreement between the parties including all prior understandings and agreements and may not be modified except in writing signed by all the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above shown.

CITY OF BLAINE

WALTERS RECYCLING AND REFUSE, INC.

Timothy Sanders, Mayor

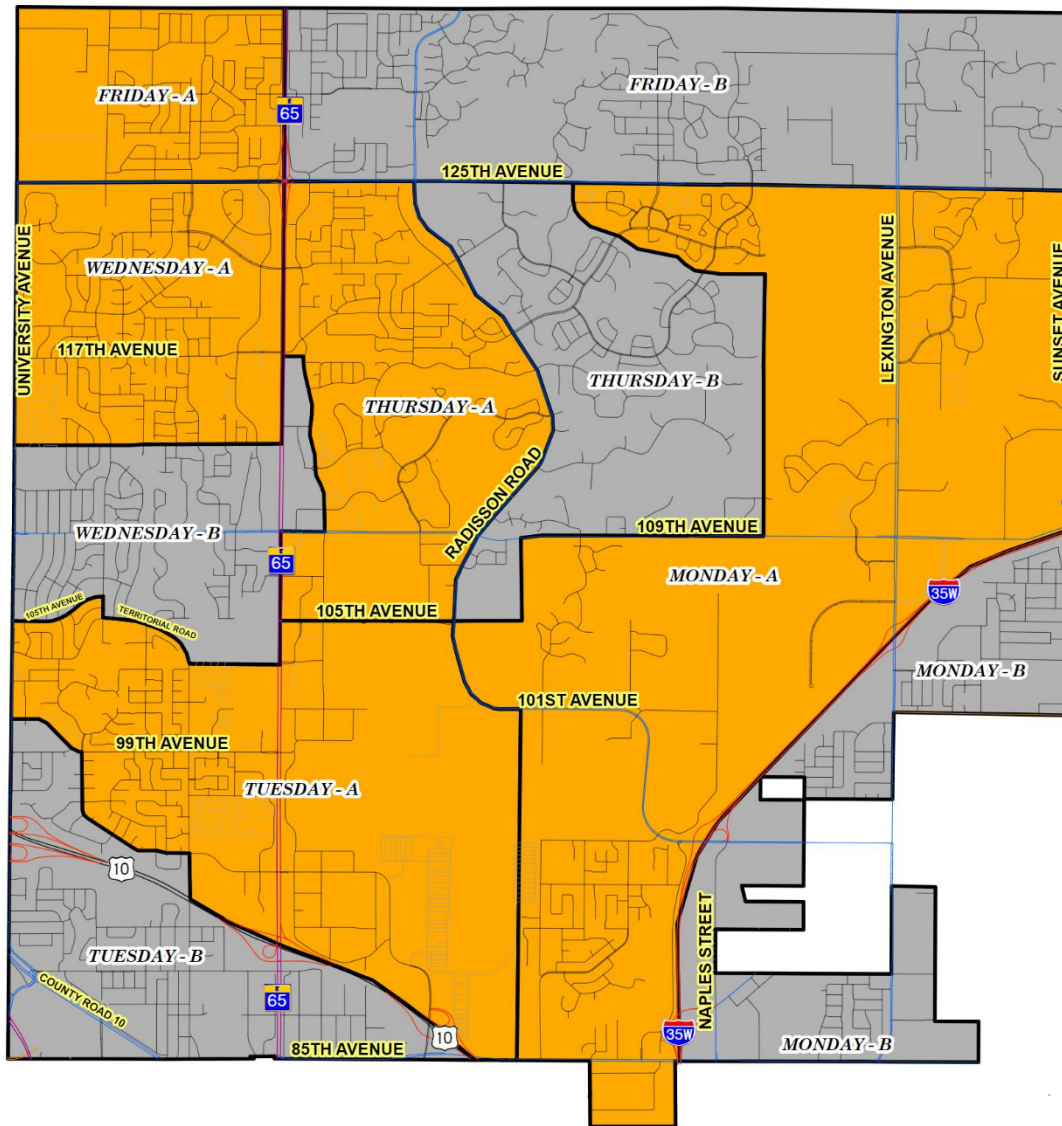
By: _____
Its: President

Michelle Wolfe, City Manager

EXHIBIT A

Current Collection Schedule

Garbage & Recycle Days



City of Blaine, MN

Walters Recycling Refuse
City of Blaine Contract
Exhibit B - Pricing

Bulk Item Schedule

	Trip & Handling Charge	Disposal	2024	1-Jul-24	2025	2026	2027	2028	2029	2030
Bathtub	\$ 56.93	\$ 14.23	\$ 71.17	\$ 71.17	\$ 73.30	\$ 75.50	\$ 77.77	\$ 80.10	\$ 82.50	\$ 84.98
Bed	\$ 34.16	\$ 8.54	\$ 42.70	\$ 42.70	\$ 43.98	\$ 45.30	\$ 46.66	\$ 48.06	\$ 49.50	\$ 50.99
Bike	\$ 28.47	\$ 7.12	\$ 35.59	\$ 35.59	\$ 36.66	\$ 37.76	\$ 38.89	\$ 40.06	\$ 41.26	\$ 42.49
Bookshelf	\$ 22.78	\$ 5.70	\$ 28.48	\$ 28.48	\$ 29.33	\$ 30.21	\$ 31.12	\$ 32.05	\$ 33.01	\$ 34.00
Bulk- Large	\$ 56.93	\$ 14.23	\$ 71.17	\$ 71.17	\$ 73.30	\$ 75.50	\$ 77.77	\$ 80.10	\$ 82.50	\$ 84.98
Bulk- Medium	\$ 34.16	\$ 8.54	\$ 42.70	\$ 42.70	\$ 43.98	\$ 45.30	\$ 46.66	\$ 48.06	\$ 49.50	\$ 50.99
Bulk- Small	\$ 22.78	\$ 5.70	\$ 28.48	\$ 28.48	\$ 29.33	\$ 30.21	\$ 31.12	\$ 32.05	\$ 33.01	\$ 34.00
Cabinet	\$ 33.22	\$ 8.31	\$ 41.53	\$ 41.53	\$ 42.77	\$ 44.06	\$ 45.38	\$ 46.74	\$ 48.14	\$ 49.59
Car Seat	\$ 22.78	\$ 5.70	\$ 28.48	\$ 28.48	\$ 29.33	\$ 30.21	\$ 31.12	\$ 32.05	\$ 33.01	\$ 34.00
Carpet (Per Roll)	\$ 3.46	\$ 0.87	\$ 4.33	\$ 4.33	\$ 4.46	\$ 4.59	\$ 4.73	\$ 4.87	\$ 5.02	\$ 5.17
Chair- Kitchen Type	\$ 22.78	\$ 5.70	\$ 28.48	\$ 28.48	\$ 29.33	\$ 30.21	\$ 31.12	\$ 32.05	\$ 33.01	\$ 34.00
Chair- Upholstered	\$ 34.16	\$ 8.54	\$ 42.70	\$ 42.70	\$ 43.98	\$ 45.30	\$ 46.66	\$ 48.06	\$ 49.50	\$ 50.99
Childs Toy/Playset	\$ 22.78	\$ 5.70	\$ 28.48	\$ 28.48	\$ 29.33	\$ 30.21	\$ 31.12	\$ 32.05	\$ 33.01	\$ 34.00
Christmas Tree -Fake	\$ 22.78	\$ 5.70	\$ 28.48	\$ 28.48	\$ 29.33	\$ 30.21	\$ 31.12	\$ 32.05	\$ 33.01	\$ 34.00
Couch - Loveseat 2 seater	\$ 34.16	\$ 8.54	\$ 42.70	\$ 42.70	\$ 43.98	\$ 45.30	\$ 46.66	\$ 48.06	\$ 49.50	\$ 50.99
Couch - Recliner/Sleeper	\$ 76.64	\$ 19.16	\$ 95.80	\$ 95.80	\$ 98.68	\$ 101.64	\$ 104.69	\$ 107.83	\$ 111.06	\$ 114.40
Couch- Regular 3 seater	\$ 56.93	\$ 14.23	\$ 71.17	\$ 71.17	\$ 73.30	\$ 75.50	\$ 77.77	\$ 80.10	\$ 82.50	\$ 84.98
Construction Debris	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Desk - Small	\$ 34.16	\$ 8.54	\$ 42.70	\$ 42.70	\$ 43.98	\$ 45.30	\$ 46.66	\$ 48.06	\$ 49.50	\$ 50.99
Door	\$ 34.16	\$ 8.54	\$ 42.70	\$ 42.70	\$ 43.98	\$ 45.30	\$ 46.66	\$ 48.06	\$ 49.50	\$ 50.99
Dresser	\$ 34.16	\$ 8.54	\$ 42.70	\$ 42.70	\$ 43.98	\$ 45.30	\$ 46.66	\$ 48.06	\$ 49.50	\$ 50.99
Electronic - Large	\$ 89.48	\$ 22.37	\$ 111.85	\$ 111.85	\$ 115.21	\$ 118.66	\$ 122.22	\$ 125.89	\$ 129.67	\$ 133.56
Electronic - Medium	\$ 65.79	\$ 16.45	\$ 82.24	\$ 82.24	\$ 84.71	\$ 87.25	\$ 89.87	\$ 92.57	\$ 95.34	\$ 98.20
Electronic - Small	\$ 45.55	\$ 11.39	\$ 56.94	\$ 56.94	\$ 58.65	\$ 60.41	\$ 62.22	\$ 64.09	\$ 66.01	\$ 67.99
Entertainment Center	\$ 56.93	\$ 14.23	\$ 71.17	\$ 71.17	\$ 73.30	\$ 75.50	\$ 77.77	\$ 80.10	\$ 82.50	\$ 84.98
Exercise Equipment	\$ 76.64	\$ 19.16	\$ 95.80	\$ 95.80	\$ 98.68	\$ 101.64	\$ 104.69	\$ 107.83	\$ 111.06	\$ 114.40
Fan	\$ 22.78	\$ 5.70	\$ 28.48	\$ 28.48	\$ 29.33	\$ 30.21	\$ 31.12	\$ 32.05	\$ 33.01	\$ 34.00
Fence Post (EA)	\$ 22.78	\$ 5.70	\$ 28.48	\$ 28.48	\$ 29.33	\$ 30.21	\$ 31.12	\$ 32.05	\$ 33.01	\$ 34.00
File Cabinet 2+ Drawer	\$ 34.16	\$ 8.54	\$ 42.70	\$ 42.70	\$ 43.98	\$ 45.30	\$ 46.66	\$ 48.06	\$ 49.50	\$ 50.99
File Cabinet 2 Drawer	\$ 22.78	\$ 5.70	\$ 28.48	\$ 28.48	\$ 29.33	\$ 30.21	\$ 31.12	\$ 32.05	\$ 33.01	\$ 34.00
Garage Door Tracts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gas Grill - No Tank	\$ 45.54	\$ 11.39	\$ 56.93	\$ 56.93	\$ 58.64	\$ 60.40	\$ 62.21	\$ 64.07	\$ 66.00	\$ 67.98
Grill - Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hospital Bed	\$ 56.93	\$ 14.23	\$ 71.17	\$ 71.17	\$ 73.30	\$ 75.50	\$ 77.77	\$ 80.10	\$ 82.50	\$ 84.98
Humidifier	\$ 34.16	\$ 8.54	\$ 42.70	\$ 42.70	\$ 43.98	\$ 45.30	\$ 46.66	\$ 48.06	\$ 49.50	\$ 50.99
Ironing Board	\$ 22.78	\$ 5.70	\$ 28.48	\$ 28.48	\$ 29.33	\$ 30.21	\$ 31.12	\$ 32.05	\$ 33.01	\$ 34.00
Lamp	\$ 22.78	\$ 5.70	\$ 28.48	\$ 28.48	\$ 29.33	\$ 30.21	\$ 31.12	\$ 32.05	\$ 33.01	\$ 34.00
Lawnmower- Drained	\$ 45.54	\$ 11.39	\$ 56.93	\$ 56.93	\$ 58.64	\$ 60.40	\$ 62.21	\$ 64.07	\$ 66.00	\$ 67.98
Lumber	\$ 34.16	\$ 8.54	\$ 42.70	\$ 42.70	\$ 43.98	\$ 45.30	\$ 46.66	\$ 48.06	\$ 49.50	\$ 50.99
Mattress - Crib	\$ 22.78	\$ 5.70	\$ 28.48	\$ 28.48	\$ 29.33	\$ 30.21	\$ 31.12	\$ 32.05	\$ 33.01	\$ 34.00
Mattress - King	\$ 56.93	\$ 14.23	\$ 71.17	\$ 71.17	\$ 73.30	\$ 75.50	\$ 77.77	\$ 80.10	\$ 82.50	\$ 84.98
Mattress/Box spring	\$ 45.54	\$ 11.39	\$ 56.93	\$ 56.93	\$ 58.64	\$ 60.40	\$ 62.21	\$ 64.07	\$ 66.00	\$ 67.98
Pallets	\$ 11.39	\$ 2.85	\$ 14.24	\$ 14.24	\$ 14.66	\$ 15.10	\$ 15.56	\$ 16.02	\$ 16.51	\$ 17.00
Patio Umbrella	\$ 56.93	\$ 14.23	\$ 71.17	\$ 71.17	\$ 73.30	\$ 75.50	\$ 77.77	\$ 80.10	\$ 82.50	\$ 84.98

Walters Recycling Refuse
City of Blaine Contract
Exhibit B - Pricing

Satellite Dish	\$	34.16	\$	8.54	\$	42.70	\$	42.70	\$	43.98	\$	45.30	\$	46.66	\$	48.06	\$	49.50	\$	50.99
Sink	\$	34.16	\$	8.54	\$	42.70	\$	42.70	\$	43.98	\$	45.30	\$	46.66	\$	48.06	\$	49.50	\$	50.99
Swing Set	\$	121.67	\$	30.42	\$	152.08	\$	152.08	\$	156.64	\$	161.34	\$	166.18	\$	171.17	\$	176.31	\$	181.59
Table - Glass/Patio	\$	56.93	\$	14.23	\$	71.17	\$	71.17	\$	73.30	\$	75.50	\$	77.77	\$	80.10	\$	82.50	\$	84.98
Table- Kitchen/Dining	\$	34.16	\$	8.54	\$	42.70	\$	42.70	\$	43.98	\$	45.30	\$	46.66	\$	48.06	\$	49.50	\$	50.99
Table - Small/End	\$	22.78	\$	5.70	\$	28.48	\$	28.48	\$	29.33	\$	30.21	\$	31.12	\$	32.05	\$	33.01	\$	34.00
Television - Large	\$	56.93	\$	14.23	\$	71.17	\$	71.17	\$	73.30	\$	75.50	\$	77.77	\$	80.10	\$	82.50	\$	84.98
Television - Small	\$	56.93	\$	14.23	\$	71.17	\$	71.17	\$	73.30	\$	75.50	\$	77.77	\$	80.10	\$	82.50	\$	84.98
Tire	\$	22.78	\$	5.70	\$	28.48	\$	28.48	\$	29.33	\$	30.21	\$	31.12	\$	32.05	\$	33.01	\$	34.00
Toilet	\$	34.16	\$	8.54	\$	42.70	\$	42.70	\$	43.98	\$	45.30	\$	46.66	\$	48.06	\$	49.50	\$	50.99
Vacuum	\$	22.78	\$	5.70	\$	28.48	\$	28.48	\$	29.33	\$	30.21	\$	31.12	\$	32.05	\$	33.01	\$	34.00
Water Softener	\$	34.16	\$	8.54	\$	42.70	\$	42.70	\$	43.98	\$	45.30	\$	46.66	\$	48.06	\$	49.50	\$	50.99
Wheel Barrow	\$	34.16	\$	8.54	\$	42.70	\$	42.70	\$	43.98	\$	45.30	\$	46.66	\$	48.06	\$	49.50	\$	50.99
Window	\$	22.78	\$	5.70	\$	28.48	\$	28.48	\$	29.33	\$	30.21	\$	31.12	\$	32.05	\$	33.01	\$	34.00
White Goods				\$	85.00	\$	85.00	\$	87.55	\$	90.18	\$	92.88	\$	95.67	\$	98.54	\$	101.49	

*Increase will be per paragraph 18 of the agreement - Amounts shown are for illustration purposes.

Yard Waste Fee Schedule

		2024	1-Jul-24	2025	2026	2027	2028	2029	2030
Yard Waste Collection	\$	126.00	\$ 149.00	\$ 162.41	\$ 177.03	\$ 192.96	\$ 210.33	\$ 229.25	\$ 249.89
Per Bag Charge	\$	4.50	\$ 4.64	\$ 4.77	\$ 4.92	\$ 5.06	\$ 5.22	\$ 5.37	\$ 5.53

*Increase will be per paragraph 18 of the agreement - Amounts shown are for illustration purposes.

Garbage/Refuse and Recycling Hauling Rates

		2024	1-Jul-24	2025	2026	2027	2028	2029	2030
Garbage/Refuse	\$	8.59	\$ 11.25	\$ 11.59	\$ 11.94	\$ 12.29	\$ 12.66	\$ 13.04	\$ 13.43
Recycling	\$	4.05	\$ 4.18	\$ 4.30	\$ 4.43	\$ 4.56	\$ 4.70	\$ 4.84	\$ 4.99
Total	\$	12.64	\$ 15.43	\$ 15.89	\$ 16.37	\$ 16.86	\$ 17.36	\$ 17.88	\$ 18.42

*Increase will be in paragraph 18 of the agreement. The amounts shown are for illustration purposes.

Disposal Charge

****Estimate- will pass through cost per disposal contract**

			2024	1-Jul-24	2025	2026	2027	2028	2029	2030
Garbage/Refuse	Per Ton		\$ 67.93	\$ 72.00	\$ 76.32	\$ 80.90	\$ 85.75	\$ 90.90	\$ 96.35	\$ 102.13
		Established								
Recycling	Per Ton	each month	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a



City of Blaine Staff Report

File Number: RES 23-153

Agenda Date	Status
October 16, 2023	
In Control	File Type
City Council	Resolution

Administration - Erik Thorvig, Community Development Director

Agenda Item # 11.2

105th Avenue Redevelopment Project Agreements Related to Land Owned by the Minnesota Amateur Sports Commission

Executive Summary

Background

In 2022, the City Council created a redevelopment vision plan for the 105th Redevelopment area. This vision plan incorporates land owned by the Blaine Economic Development Authority generally located along Nassau Street and Radisson Road, north of 105th Avenue. The plan also included private development and public/open space on land owned by the Minnesota Amateur Sports Commission (MASC) on the east side of the National Sports Center (NSC) campus, north of 105th Avenue. The overall theme for development is an entertainment district that provides recreational, lodging, food, retail and housing. In November 2022, Elevage/Bader was selected as the master developer for the project.

MASC owns the land where the NSC is located. The National Sports Center Foundation (NSCF) is the day-to-day operator of the NSC. MASC acquired approximately 75 acres of land north of 105th Avenue on the east side of their campus in the late 1990s. Since acquiring the property, the NSC has installed eight fields, three parking lots and stormwater ponding. The remainder of the land has been used as a sand mining operation by the NSC and consists of dirt piles which encompass approximately 33 acres. State dollars were used to acquire the property, and there is statutory language that allows for MASC to lease up to 16 of the 75 acres of land for private development.

Discussions began in April, 2023 between the City, developer and MASC to determine how the developer can obtain development control of 16 acres generally located north of 105th Avenue, adjacent to Invictus and the EDA land that will be part of the 105th Avenue Redevelopment project. The attached map identifies approximately 33 acres of land, 16 of which will be identified by the developer for private development. Over the course of the last five months, legal counsel representing all three entities, city staff, MASC staff and the developer, have negotiated various documents that would allow

for private development of 16 acres and an approximately 4 acre public space on MASC property. There are four agreements that were drafted. Those agreements are:

1. Ground lease between MASC and EB Blaine Development, LLC (Developer).
2. Reciprocal Easement and Operating Agreement between MASC, Developer and City.
3. Site Control Agreement between MASC, Developer and City.
4. Rent Guarantee between MASC, Developer and City.

More detailed information about these documents is included in the attachments.

The MASC board unanimously approved these agreements at their board meeting on September 13. MASC is fully supportive of the project and structure that is identified in the documents. The primary benefit to the NSC as outlined in the agreements is the installation of a minimum of eight lighted turf fields on their campus. In return, in a separate transaction, MASC agreed to lease property to the developer. Approval of the documents by the City allows further discussion and decision making to occur regarding the financing mechanism for the turf field installation. As proposed, the city would finance a \$12MM bond for the turf field installation in which the debt service would be paid back via tax abatement from various parcels that are part of the overall redevelopment. Further discussions with Anoka County and Spring Lake Park Schools are required prior to the city council approving the issuance of the debt, which will be considered later this year.

If project financing is provided, turf installation would occur on fields 55 and 56 in Spring 2024, and installation of turf on fields 25-32 would occur after the USA Cup and be completed in Fall 2024. Construction management of the fields would be done jointly between the NSC and City. A request for proposals has been issued by the NSC to select a contractor. There will be an action on the November 6, 2023 city council agenda related to the construction contract. This is occurring now as the NSC wants to do preliminary dirt work this fall, ahead of the actual turf installation next spring. Starting some work this fall allows the project to stay on schedule and be completed by the end of next year. The work this fall is part of a larger maintenance project the NSC is completing for irrigation on the west side of the campus.

Strategic Plan Relationship

Redevelopment of the 105th area has been identified in the strategic plan.

Board/Commission Review

Not applicable.

Financial Impact

The documents identify a framework in which the City would finance a \$12MM bond for installation of the turf fields. Bond payments would be paid through a tax abatement mechanism, which allows the city to capture increased property tax revenue from the new adjacent development and utilize the new taxes captured to pay the debt. The term of the bond would be 15 years. Formal action for the bond issuance would occur in late 2023 or early 2024.

Public Outreach/Input

Not applicable.

Staff Recommendation

Approve the attached resolution.

Attachment List

1. Document Summary
2. Site Control Agreement
3. Guaranty
4. Reciprocal Easement
5. Development Zone Illustration
6. NSC Campus Map



City of Blaine

Signature Copy

Resolution: RES 23-153

105th Avenue Redevelopment Project Agreements Related to Land Owned by the Minnesota Amateur Sports Commission

WHEREAS, The City of Blaine, in conjunction with the Blaine Economic Development Authority (“EDA”), have adopted a vision plan identifying an area north of 105th Avenue for redevelopment (“105th Redevelopment”).

WHEREAS, part of the area identified for the 105th Redevelopment includes public/open space on land owned by the Minnesota Amateur Sports Commission (“MASC”) on the east side of the National Sports Center (“NSC”) campus, north of 105th Avenue.

WHEREAS, the City has identified 16 acres for redevelopment in accordance with the 105th Redevelopment vision. Minnesota State Statutes permit MASC to lease 16 acres of land for private development.

WHEREAS, in order to develop the land, the City and MASC have negotiated several agreements allowing for private development on MASC property, which are:

1. Ground lease between MASC and EB Blaine Development, LLC (“Developer”).
2. Site Control Agreement between MASC, Developer and City.
3. Reciprocal Easement and Operating Agreement between MASC, Developer and City.
4. Guaranty between MASC, Developer, and City.

WHEREAS, of the above-identified, negotiated agreements, the City is required to review and authorize entry into the following contracts: i) Site Control Agreement between MASC, Developer and City, ii) Reciprocal Easement and Operating Agreement between MASC, Developer and City; and iii) Guaranty between MASC, Developer, and City (collectively “City Agreements”).

WHEREAS, in the Site Control Agreement, MASC grants the Developer an exclusive option to lease approximately 16 acres from MASC in support of the 105th Redevelopment. The Site Control Agreement will be entered into by all parties as soon as practical to secure development rights to the site. The Ground Lease, which is an exhibit attached to the Site Control Agreement will be entered into between MASC and the Developer when site due diligence is completed and construction is set to begin. The Reciprocal Easement and Operating Agreement and the Guaranty will be entered into contemporaneously with the Ground Lease.

WHEREAS, the Reciprocal Easement and Operating Agreement permits the Developer to construct

common areas that will complement and support the 105th Redevelopment project, such as Celebration Square, and provide the Developer and City rights to use and operate these common areas.

WHEREAS, the Guaranty provides the City the right to assume the Ground Lease from the Developer in the event of a Developer default and, therefore, guarantees the Developer's Ground Lease rent obligations to MASC as a component part of the overall financing of the 105th Redevelopment.

WHEREAS, the City has reviewed the City Agreements and determined entry into the City Agreements is in the best interest of the City, providing provide for advancement of the 105th Redevelopment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLAINE AS FOLLOWS:

1. To advance the 105th Redevelopment, the City Council authorizes entry into the following City Agreements: i) Site Control Agreement between MASC, Developer and City, ii) Reciprocal Easement and Operating Agreement between MASC, Developer, and City, and iii) Guaranty between MASC, Developer and City.
2. The City hereby authorizes the City Manager to assign each agreement, including all rights and obligations arising under the City Agreements, to the EDA.

INTRODUCED and read in full this 16th day of October, 2023.

PASSED by the City Council of the City of Blaine this 16th day of October, 2023.

Project Description

MASC wants to construct a minimum of eight new lighted artificial turf soccer fields (the “Soccer Fields”) at the National Sports Center (the “NSC”), which would cost approximately \$12,000,000. In addition to the construction of the Soccer Fields, EB Blaine Development LLC (the “Developer”) wants to lease approximately 16 areas situated at the NSC from MASC. The MASC doesn’t have the ability to sell land, however, can lease property. As compensation for land control by the developer, the City of Blaine would pay for the construction of the Soccer Fields via bond. The debt service for the bond would be paid through a combination of increased tax base from the 105th Avenue development and developer contribution. There would be no burden on the taxpayer.

This transaction will involve the use of the following transactional documents.

- * Ground Lease
- * Reciprocal Easement and Operating Agreement
- * Site Control Agreement
- * Guaranty of Rent

Document Summaries

The following is a brief summary of the transactional documents:

Ground Lease

- The parties to the Ground Lease are MASC and the Developer.
- Under the Ground Lease MASC will lease land situated at the NSC to the Developer, and the Developer will agree to construct a mixed use project on the Leased Property. The Project will contain one or more of the following improvements: hotel, recreational facilities, restaurants, common areas, gathering space, sports stadium, public facilities, and other improvements, all of which, in one way or another, will support and be beneficial to amateur sports in the State of Minnesota and MASC’s operation of the NSC.
- The Ground Lease requires that the construction of the Project start within three years of the effective date of the Ground Lease and be completed within ten years of the effective date of the Ground Lease. However, construction is anticipated to begin in the Spring of 2024.
- The initial term of the Ground Lease will be for 30 years, with Developer having the option to renew the Ground Lease for two additional terms of 30 years each.
- The Developer will pay annually, to the City, \$300,000 during the term of the ground lease. Until the bonds are paid off, the \$300,000 payment will go towards debt service.
- Since the Ground Lease could be for a maximum term of 90 years if Developer were to execute its options (an initial term of 30 years with two additional options of 30 years each), the Ground Lease allows the Developer to modify the Project as long as any modification provides a benefit to amateur sports.
- The Ground Lease limits the Developer’s use of the Leased Property to the following uses; hotels, sports dormitories, baseball stadium and associated food and beverage uses, other

sports-related and entertainment facilities (for example, pickleball, miniature golf, golf, baseball range, and seasonal hockey and skating rinks), public gathering spaces, a plaza, parking garage, and public facilities surrounding the same, and other facilities that are functionally related to those uses.

- In the event that Developer defaults, the City of Blaine can assume all of Developer's obligations under the Ground Lease.
- Developer may sublease any part of the Leased Property. MASC will honor subleases if any of the uses are "approved uses" as identified in the document.

Reciprocal Easement and Operating Agreement. (REOA)

- The REOA creates easements over MASC/NSC property of approximately 4 acres to allow for the construction of public space utilized by the City, developer and NSC.
- The parties to the REOA are MASC, the Developer, and the City of Blaine.
- Construction of the public space would be completed by the developer with input from the NSC and City.
- On-going maintenance of the public space will be the responsibility of the city and/or future commercial association (like an HOA). If the NSC holds events in the space, they will be responsible for clean-up, damage, etc.

Site Control Agreement

- The purpose of the Site Control Agreement is to ensure the Developer that MASC will enter into the Ground Lease and REOA once the Developer has completed all of its due diligence and produced all of the exhibits needed to complete those documents.
- The developer will have until December 31, 2025 to complete necessary site due diligence under this agreement, however this work is anticipated to be completed by Spring 2024. The purpose of the due diligence is to identify the exact 16 acres the developer would like to develop under the Ground Lease agreement.
- The parties to the Site Control Agreement are MASC, the Developer, and the City of Blaine.
- The City of Blaine is a party because under the Ground Lease it has a right to assume the Ground Lease if the Developer defaults.
- The Site Control Agreement terminates if the City of Blaine does not enter into a contract with the National Sports Center Foundation to build the Soccer Fields by March 31, 2024. In effect this creates a "drop dead" for the overall transaction. Because the City of Blaine is providing financing for the fields (subject to approval by the city), the City will issue the construction Request for Proposals (RFP) and select the NSC as the general contractor. The RFP provides for a process in which the subcontractors completing the work will be selected. The NSC desires to start some work this fall (dirt work), which means the RFP will be prepared and advertised in October, and selection of the subcontractors occurring in November. The city will formally act on this agreement at the November 6 regular meeting. The city would not issue bonds for construction of the turf fields until early 2024. Primary construction of the turf fields would occur in Spring 2024 (two fields completed) and the remainder after the USA Cup.

Guaranty of Rent

- The Developer will pay rent for its right to lease the MASC property. The rent consists of yearly payments in the amount of \$300,000. This amount is based on existing statutory language for the MASC property.
- While debt service is being paid for the initial \$12,000,000 bond, the annual \$300,000 payment will go towards the debt service.
- Once the debt is retired (after 15 years), the developer will continue to pay \$300,000 annually to the city.
- \$200,000 of that payment will be provided to the NSC for on-going maintenance of the campus and/or future replacement of the turf fields. \$100,000 will be retained by the City and is a funding source for future improvements to the common space constructed under the REOA, the general 105th redevelopment area or be provided to the NSC for other improvements.
- In the very unlikely scenario the city takes responsibility of the ground lease (in the event the developer or their heirs default on the ground lease), the city will continue to provide the \$200,000 the NSC until the land lease expires.

SITE CONTROL AGREEMENT

THIS SITE CONTROL AGREEMENT (this “**Agreement**”) is made and entered into as of _____, 2023 (the “**Effective Date**”), by and between the Minnesota Amateur Sports Commission, a governmental entity of the State of Minnesota (“**MASC**”), EB Blaine Development LLC, a Minnesota limited liability company, and its successors or assigns (“**Developer**”), and the City of Blaine, Minnesota, a _____ (the “**City**”, and together with the Developer the “**Grantee**”). Each of MASC, Developer and the City is sometimes referred to as a “**Party**” and collectively as the “**Parties**.”

RECITALS

- A. MASC owns the entire interest in real property located in Anoka County, Minnesota, illustrated on the attached Exhibit A, including without limitation, all easements, rights of way, and related rights in, over, under and through the real property (the “**Development Zone**”).
- B. Developer has been designated by the City as the master developer of certain real property in the area of the Development Zone.
- C. Developer seeks from MASC, and MASC is willing to grant to Developer, an exclusive, irrevocable option and right (without any obligation) to enter into a long-term ground lease for real property that will be on or adjacent to the Development Zone, all upon the terms and conditions set forth in this Agreement.
- D. The City seeks from MASC, and MASC is willing to grant to the City, an exclusive, irrevocable option and right (without any obligation) to enter into reciprocal easements, covenants and operating agreement for a portion of the Development Zone, all upon the terms and conditions set forth in this Agreement.
- E. MASC is entering into this Agreement under the authority provided in Ch. 240A of the Minnesota Statutes and 2006 Minn. Laws Ch. 282, Art. 14, §11 (the “**SportsTown Legislation**”).

NOW, THEREFORE, in consideration of these recitals (which are incorporated into this Agreement by this reference) and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MASC, Developer and the City agree as follows:

AGREEMENT

- 1. Submittal to Legislative Committee Heads. MASC, Developer and the City acknowledge and agree that they have negotiated and agreed to the use of the form of Ground Lease referred to and identified in subsection 2.1 herein, and further acknowledge and agree that the Ground Lease has not yet been and must be submitted to the chairs of the legislative committees identified in the SportsTown Legislation (the “**Legislative Committee Chairs**”) for their review and comment. MASC agrees to send the Ground Lease to the

Legislative Committee Chairs for their review and comment within 15 days, and to notify the Developer and the City of any comments received from the Legislative Committee Chairs. If the Legislative Committee Chairs object to the use of the Ground Lease or request any changes thereto, then the Developer and the City agree to work with MASC to make whatever changes that may be necessary to address the concerns of the Legislative Committee Chairs and to have them rescind their objections to the use of the Ground Lease.

2. Exclusive Lease and REOA Options.

2.1 MASC grants to Developer an exclusive right and option (the “**Lease Option**”), which may be exercised at any time during the Option Term (as defined in Section 3), to lease a portion of the Development Zone in a total acreage of not more than the number of acres authorized in the SportsTown Legislation (which is slightly less than 16 acres) (the “**Leased Property**”) on the terms and conditions set forth in the Ground Lease Agreement attached hereto as Exhibit B and incorporated herein by reference (the “**Ground Lease**”), for the purpose of development, construction, and operation of a mixed-use development to be located on the Leased Property and other adjacent real property (the “**Project**”). The activities which may be conducted pursuant to the Ground Lease include any legal use that provides a benefit to amateur sports as provided by the SportsTown Legislation. Developer currently contemplates the following uses in connection with the Project: hotel, sports dormitory, baseball stadium and associated food and beverage uses, other sports-related and entertainment facilities (for example, pickleball, miniature golf, golf, baseball range, and seasonal hockey and skating rinks), parking garage, public plaza and gathering spaces and public facilities surrounding the same, and other facilities functionally related thereto, which are referred to, collectively, hereinafter as “**Approved Uses**.” MASC, for avoidance of doubt, agrees that the Approved Uses constitute a benefit to amateur sports. The list of Approved Uses contained herein is not exclusive and other uses that provide a benefit to amateur sports are also allowed upon the mutual agreement of MASC and Developer.

2.2 MASC grants to Developer and the City an exclusive right and option (the “**REOA Option**”), which may be exercised at any time during the Option Term (as defined in Section 3), to reciprocal easements over certain property owned by MASC and situated at the National Sports Center in the City of Blaine, State of Minnesota (the “**REOA Property**”) on the terms and conditions set forth in the Reciprocal Easement, Covenants and Operating Agreement attached hereto as Exhibit C and incorporated herein by reference (the “**REOA**”), for the purpose of development, construction, and operation of accessory and complementary uses to the Approved Uses and the Project and public improvements.

2.3 Exercise of Lease Option. Developer may exercise the Lease Option for portions of the Development Zone by delivering to MASC written notice of exercise of the Lease Option, in the form of Exhibit D (“**Notice of Lease Exercise**”), which Developer may deliver at any time during the Option Term. Such Notice of Lease Exercise shall include (a) the proposed effective date for the Ground Lease, and (b) a final executed and recordable form of the Ground Lease in the form attached hereto as Exhibit B that includes the legal description and a depiction, including the boundaries and acreage of the Leased

Property, and executed by the Developer. If the legal description and depiction of the Leased Property: (i) complies with the SportsTown Legislation, (ii) consists of total acreage no more than the number of acres allowed under the SportsTown Legislation (which is slightly less than 16 acres), and (iii) results in the remainder of the Development Zone that is left after the Leased Property is removed therefrom as a reasonably useable area for MASC that does not consist of parcels connected by slivers of land (collectively, the “**Leased Property Parameters**”), then the Chair of MASC Board and MASC’s Executive Director shall, if they have been delegated authority by the MASC Board, within 15 days execute and return a fully executed original of the Ground Lease to Developer. If the MASC Board has not delegated such authority to the Chair of the MASC Board and MASC’s Executive Director, then the fully executed original of the Ground Lease will be submitted to the MASC Board for review and approval at its next board meeting. MASC represents that it will request that the MASC Board delegate authority to execute the Ground Lease at the same time it requests the MASC Board to approve the Ground Lease.

2.4 Exercise of REOA Option. Developer and the City may exercise the REOA Option for portions of the Development Zone by jointly delivering to MASC written notice of exercise of the REOA Option, in the form of Exhibit E (“**Notice of REOA Exercise**”), which may be delivered at any time during the Option Term. Such Notice of REOA Exercise shall include (a) the proposed effective date for the REOA which shall be the same date as the effective date of the Ground Lease, and (b) a final executed and recordable form of the REOA in the form attached as Exhibit C, and including the legal description and a depiction, including the boundaries and approximate acreage of the REOA Property, and executed by the Developer and the City. Upon receipt of the recordable form of the REOA, the Chair of the MASC Board and its Executive Director will, if they have been delegated authority by the MASC Board, within 15 days execute and return a fully executed original of the REOA to Developer. If the MASC Board has not delegated such authority to the Chair of the MASC Board and MASC’s Executive Director, then the fully executed original of the REOA will be submitted to the MASC Board for review and approval at its next board meeting. MASC represents that it will request that the MASC Board delegate authority to execute the REOA at the same time it requests the MASC Board to approve the Ground Lease.

2.5 Conditions Precedent. Notwithstanding anything to the contrary contained herein, Developer’s and the City’s exercise of the Lease Option and REOA Option must be done concurrently, and MASC’s execution and delivery of the Ground Lease and REOA are contingent on the City having previously entered into a construction agreement with the National Sports Center Foundation for the construction of eight artificial turf lighted soccer fields at the National Sports Center in Blaine, MN, and the City entering into, executing, and delivering to MASC a guaranty under which the City guarantees the payment of rent under the Ground Lease.

3. Term. This Agreement shall become effective on the Effective Date and shall, unless earlier terminated in accordance with the provisions herein, expire on the earlier to occur of (i) the effective date of the Ground Lease and REOA, or (ii) December 31, 2025 (the “**Option Term**”). Notwithstanding anything to the contrary contained in this Agreement, the Option Term shall expire on March 31, 2024 if the City has not, on or before such date,

entered into a construction agreement with the National Sports Center Foundation for the construction of eight artificial turf lighted soccer fields that will be situated at the National Sports Center in the City of Blaine, State of Minnesota.

4. Option Activities. Developer and MASC entered into that certain Access and Inspection Agreement with an effective date of the 16th day of August, 2023, under the terms of which the Developer has access to the Development Zone to complete certain inspections, studies and activities on the Development Zone (the “**Option Activities**”). If the City has, on or before, March 31, 2024, entered into entered into a construction agreement with the National Sports Center Foundation for the construction of eight artificial turf lighted soccer fields that will be situated at the National Sports Center in the City of Blaine, State of Minnesota, then the termination date of the Access and Inspection Agreement shall be automatically extended to December 31, 2025 and all other terms of the Access and Inspection Agreement shall continue in full force and effect.
5. MASC’s Covenant. The Lease Option and REOA Option granted hereunder are exclusive to Developer and the City, as applicable, and in no event shall MASC, during the Option Term, grant a license, easement, option, leasehold, or other rights affecting the Development Zone (whether it would impact Project development or not) to any person, utility, or other entity seeking, directly or indirectly, to develop the Development Zone for any other purposes, nor, except as otherwise permitted herein, permit any third party to undertake any other activities in the Development Zone without Developer’s and City’s consent. Subject to the terms of this Agreement, MASC shall have the right to use the Development Zone during the Option Term for its own accord *provided* that such use does not interfere with Developer’s and City’s exercise of their rights under this Agreement.
6. Option Fee; Termination.
 - 6.1 Option Fee.
 - (a) On the Effective Date, Developer and City shall jointly pay to MASC the total sum of \$1,000.00 as consideration for the Lease Option and the REOA Option granted hereunder and Developer’s right to complete Option Activities during the Option Term (the “**Option Fee**”).
 - (b) All payments made pursuant to this Agreement shall be non-refundable unless there is breach or default by MASC under this Agreement, as further set forth in Section 6.
 - 6.2 Termination Rights. Developer and the City shall have the right in each of their own sole discretion to terminate this Agreement with respect to each Party’s rights: (a) at any time during the Option Term upon giving written notice to MASC, and (b) in accordance with Section 6 upon a default by MASC (the date of such termination, a “**Termination Date**”).

7. Default; Termination.

7.1 Defaults. Subject to the cure rights set forth in this Agreement, each of the following events shall constitute an event of default by the applicable Party (collectively, “**Event of Default**”).

(a) If a Party intentionally or unintentionally fails to observe, keep, or perform any of the material terms, agreements, covenants or conditions set forth in this Agreement and such failure continues for thirty (30) days after the defaulting Party receives written notice of such default from the non-defaulting Party; *provided however*, that if such failure cannot reasonably be cured within such thirty-day period, the defaulting Party shall have an additional sixty (60) days if efforts to cure have commenced within such thirty-day period and the defaulting Party pursues completion of such cure with reasonable diligence.

(b) A Party files for protection or liquidation under the bankruptcy laws of the United States or any other jurisdiction or has an involuntary petition in bankruptcy or a request for the appointment of a receiver filed against it and such involuntary petition or request is not dismissed within thirty days after filing.

7.2 Remedies.

(a) Default by Developer; Liquidated Damages. UPON AN EVENT OF DEFAULT BY DEVELOPER, AND SUBJECT TO THE CURE PROVISIONS OF THIS AGREEMENT, MASC SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT AND RETAIN THE OPTION FEE ACTUALLY PAID BY GRANTEE AS OF THE DATE OF SUCH DEFAULT AS LIQUIDATED DAMAGES. MASC AGREES THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE EFFECTIVE DATE, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES WHICH MASC SHALL INCUR AS A RESULT OF SUCH DEFAULT. MASC AGREES THAT THESE LIQUIDATED DAMAGES, NAMELY THE RETENTION BY MASC OF THE OPTION FEE ACTUALLY PAID TO MASC AS OF THE DATE OF SUCH DEFAULT, SHALL BE IN LIEU OF ANY OTHER REMEDIES OR MONETARY RELIEF, OR SPECIFIC PERFORMANCE, TO WHICH MASC MIGHT OTHERWISE BE ENTITLED UNDER THIS AGREEMENT, AT LAW, OR IN EQUITY FOR GRANTEE’S DEFAULT, AND SHALL BE MASC’S SOLE AND EXCLUSIVE RIGHT AND REMEDY UNDER THIS AGREEMENT, AT LAW OR IN EQUITY FOR GRANTEE’S DEFAULT.

(b) Default by MASC. Upon an Event of Default by MASC, and subject to the cure provisions of this Agreement, Developer and / or the City, as applicable, shall be entitled to an immediate return of the Option Fee jointly paid by them, and shall have the right to pursue any other remedy available at law or in equity, including, but not limited to, specific performance of this Agreement, and the collection of all fees and amounts authorized by law.

8. Assignment. Developer shall, upon prior written notice to MASC, without the need for MASC's consent, have the right to assign or transfer all or any part of its rights and interests under this Agreement an entity or entities affiliated with the Developer or the City or its affiliated entities. Any other transfers or assignments of Developer's or City's rights hereunder shall be subject to the approval of the MASC, which shall not be unreasonably withheld, conditioned, or delayed so long as the intended uses of the Leased Property and the REOA remain consistent with the Leased Property Parameters.
9. Effect of Agreement. The undersigned each represents and warrants the he/she has the authority to bind the Party for which he/she signs this Agreement to all of its terms. The Parties intend that this Agreement create a valid right in favor of Developer and the City to enter into the Ground Lease and the REOA. MASC covenants and agrees that during the Option Term, any conveyance, sale, or transfer of the Development Zone or any interest therein, and any lien or encumbrance attached to the Development Zone, shall be subject to Developer's and City's rights under this Agreement.
10. Entitlements. MASC hereby agrees that Developer may, in its sole discretion and at its sole expense, immediately following the Effective Date, take any and all actions as may be necessary or proper to obtain approval from all applicable governmental entities for the Approved Uses on the Leased Property. Such approval and entitlements may include a request for approval of a plat of the Leased Property that will create separate legal parcels appropriate for the Developer's use of the Leased Property and to facilitate a separate legal parcel to be leased by a tenant under the terms of the Ground Lease. MASC consents to the Leased Property being included in a larger subdivision plan for the area by way of registered land survey or condominium and shall reasonably cooperate with Developer in its creation and approval of such subdivision. MASC shall cooperate with Developer in good faith in Developer's efforts to effectuate such approvals including, but not limited to, execution and return of any required documentation to Developer within a reasonable time period after receipt, provided that Developer reimburses MASC for and all of its reasonable costs including, but not limited to, attorney's fees.
11. Construction Liens. Developer shall keep the Development Zone free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Development Zone in connection with Developer's use of the Development Zone pursuant to this Agreement. If Developer wishes to contest any such liens or claims, Developer shall, within 120 days after it receives notice of such lien or claim, provide a bond or other security as MASC may reasonably request, or remove any such liens from the Development Zone pursuant to applicable law.
12. Insurance. Throughout the Option Term:
 - 12.1 Developer shall maintain:
 - (a) Commercial General Liability insurance, with coverage of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate covering all of Developer's activities on the Development Zone under this Agreement, *provided* that such amount may be provided as part of a blanket policy covering other

properties. The policy shall name MASC as an additional insured. Certificates of the Developer's insurance policy in form and content reasonably satisfactory to MASC shall be delivered to MASC within ten business days after written request by MASC. The policy shall be issued as a primary policy by an insurance company authorized to do business in the state in which the Development Zone is located.

(b) Commercial Auto Liability insurance with a combined single limit of \$1,000,000 for all owned, non-owned and hired.

12.2 MASC, as a state agency, self-insures and is not required to maintain insurance thresholds pursuant to this Agreement.

12.3 Except as caused by the gross negligence or willful misconduct of MASC, Developer shall be responsible for the repair or replacement of any improvements or property owned by Developer on the Development Zone, whether insured or self-insured. If a policy of property insurance is maintained such policy shall waive subrogation against MASC and its insurers.

13. Except as caused by the gross negligence or willful misconduct of Developer, MASC shall be responsible for the repair or replacement of any property or improvements owned by it on the Development Zone.

14. Miscellaneous Provisions.

14.1 Notices. All notices, payments, and other communications to the Parties under this Agreement must be in writing and be delivered by (a) certified or registered mail (return receipt requested), (b) personal delivery, (c) nationally recognized courier service which provides written evidence of delivery, or (d) (excepting payment) email to the email address addresses below, or to such other addresses as the Parties may, by such notice, specify from time to time; *provided, however*, that notice sent by email shall be accompanied by notice sent by one of the methods described in clauses "(a)", "(b)", or "(c)" above and shall be deemed delivered upon delivery of the physical notice sent by such other method:

If to MASC: Minnesota Amateur Sports Commission
1700 105th Avenue NE
Blaine, MN 55449
Attn: Executive Director

If to Developer: EB Blaine Development LLC
3040 France Avenue South
Minneapolis, MN 55416
Attn: Robb Bader
Email: rbader@baderdevelopment.com

With a copy to: Winthrop & Weinstine, P.A.
225 South Sixth Street, #3500

Minneapolis, MN 55402
Attn: Erin Mathern
Email: emathern@winthrop.com

If to the City: The City of Blaine, Minnesota
10801 Town Square Drive
Blaine, MN 55449
Attn: City Manager
mnwolfe@blainemn.gov

With a copy to: Eckberg Lammers
1809 Northwestern Avenue
Stillwater, MN 55082
Attention: Eric Larson
Email: elarson@eckbergammers.com

14.2 Waiver. The failure of a Party in any one or more instances to exercise any right, power or remedy hereunder or insist upon performance or strict performance of any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of any provision of this Agreement or of any rights, powers or remedies that such Party may have; shall not be deemed to constitute an amendment of this Agreement; and shall not be deemed a waiver, estoppel, or relinquishment, to any extent, of the right to exercise such right, power or remedy or require strict compliance with the applicable terms, covenants or conditions of this Agreement at any other time or on any other occasion.

14.3 Modifications; Amendments. No modification or amendment of this Agreement is valid unless made in writing and duly executed by the Parties.

14.4 Governing Law; Attorney's Fees. This Agreement and any disputes arising out of this Agreement shall be governed by and construed under the laws of the State of Minnesota without regard to principles of conflicts of law. Venue for any action to enforce or interpret this Agreement shall be in the County of Anoka. If of any action or proceeding to enforce a term or condition of this Agreement, any alleged disputes, breaches, defaults, or misrepresentations in connection with any provision of this Agreement or any action or proceeding in any way arising from this Agreement, the prevailing party in such action, or the non-dismissing party when the dismissal occurs other than by a settlement, shall be entitled to recover any and all costs authorized by law. The "prevailing party," for purposes of this Agreement, shall be deemed to be the party who obtains substantially the result sought, whether by settlement, dismissal, or judgment.

14.5 Time of the Essence. The Parties acknowledge and agree that, if the Lease Option and REOA Option are exercised, time is of the essence in this Agreement. Each of MASC, the City and Developer agrees, for itself, its employees, agents, attorneys, and affiliates, that it shall execute the Ground Lease, REOA, and all contracts, applications for permits, and all other instruments that are or may be necessary to effectuate the purpose of the Ground Lease and REOA in accordance with their terms and the terms of this Agreement.

14.6 No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the Parties to this Agreement.

14.7 Entire Agreement. All exhibits and schedules attached and referred to in this Agreement are hereby incorporated herein as if fully set forth in (and shall be deemed to be a part of) this Agreement. This Agreement contains the entire and final understanding of the Parties and supersedes all prior agreements, negotiations and understandings between the Parties related to the subject matter of this Agreement.

14.8 Time for Performance. If any time period or due date set forth in this Agreement would otherwise fall on a Saturday, Sunday or holiday, such time period shall be automatically extended to the next business day.

14.9 Severability. If any term, phrase, paragraph or provision of this Agreement, or the application thereof to any person or circumstance, shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining terms, phrases, paragraphs or provisions shall in no way be affected or impaired thereby, and such remaining terms, phrases, paragraphs or provisions shall remain in full force and effect. The invalid, illegal or unenforceable term, phrase, paragraph or provision, as applicable, shall be replaced by a term, phrase, paragraph or provision which being valid, legal and enforceable, comes closest to the intention of the Parties expressed in this Agreement underlying the invalid, illegal or unenforceable term, phrase, paragraph or provision.

14.10 Interpretation. Each Party acknowledges that such Party and its counsel, after negotiation and consultation, have reviewed and revised this Agreement. As such, the terms of this Agreement shall be fairly construed and the usual rule of construction, that ambiguities in this Agreement should be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement or any amendments, modifications or exhibits hereto or thereto. Whenever the words “including”, “include” or “includes” are used in this Agreement, they shall be interpreted in a non-exclusive manner. Except as otherwise indicated, all exhibit and section references in this Agreement shall be deemed to refer to the exhibits and sections in this Agreement.

14.11 Force Majeure. A Party shall not be considered to be in breach or default of its obligations under this Agreement to the extent that performance of such obligations or its efforts to cure are delayed, hindered, adversely affected or prevented due to a Force Majeure Event (in each case, whether or not the applicable Force Majeure Event was foreseeable as of the Effective Date). For purposes of this Agreement, “**Force Majeure Event**” means: plague, contagion, epidemics, pandemics, outbreaks of infectious disease or any other public health crisis (including, without limitation, any measures of any governmental authority related thereto, including, without limitation, quarantine or other restrictions), fire, earthquake, flood, tornado or other acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or supranational agency, or any other act or condition beyond the reasonable control of a Party.

IN WITNESS WHEREOF, Developer, the City and MASC have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

DEVELOPER:

EB Blaine Development LLC

a Minnesota limited liability company

By: _____

Name: _____

Title: _____

MASC

**MINNESOTA AMATEUR SPORTS
COMMISSION**

By: _____

Name: _____

Title: _____

CITY

CITY OF BLAINE

By: _____

Name: _____

Title: _____

EXHIBIT A
TO SITE CONTROL AGREEMENT
DEPICTION OF THE DEVELOPMENT ZONE

EXHIBIT B
TO SITE CONTROL AGREEMENT
FORM OF GROUND LEASE

EXHIBIT C
TO SITE CONTROL AGREEMENT
FORM OF REOA

**EXHIBIT D
TO SITE CONTROL AGREEMENT**

FORM OF NOTICE OF GROUND LEASE EXERCISE

REQUESTED BY, DRAFTED BY
AND WHEN RECORDED RETURN
TO:

Winthrop & Weinstine, P.A. (EEM)
225 South Sixth Street, Suite 3500
Minneapolis, Minnesota 55402
Tele: 612 604 6400

(Space above this line for Recorder's use only)

NOTICE OF LEASE EXERCISE

This Notice of Exercise of Lease Option ("**Notice of Lease Exercise**") is made and given as of the [____ day of _____, 20__] ("**Effective Date**") by EB Blaine Development LLC, a Minnesota limited liability company ("**Developer**"), with reference to the following facts:

1. Developer, the City of Blaine, and the Minnesota Amateur Sports Commission ("**MASC**"), entered into that certain Site Control Agreement dated [_____, 2023] (the "**Agreement**").
2. The Agreement pertains to the property owned by MASC, as depicted in the Site Control Agreement (the "**Development Zone**").
3. The Developer hereby exercises its right to lease a portion of the Development Zone as more specifically identified in the Ground Lease. Such Ground Lease, in the form provided in the Agreement, is attached hereto, and executed by the Developer. Pursuant to the terms of the Agreement and on the condition that the Ground Lease is in recordable form, has not been objected to by one or more of the chairs of the legislative committees referred to in the SportsTown Legislation (as such term is defined in the Agreement), and previously approved by the MASC Board, the Chair of MASC Board shall execute the Ground Lease on behalf of MASC within 15 days of receipt of the Notice of Lease Exercise and deliver the same to the Developer.
4. The Agreement provides that this Notice of Lease Exercise contain the following details regarding the Ground Lease:
 - (a) Ground Lease effective date: [_____]; and

- (b) the legal description and a depiction, including the boundaries and acreage of the Leased Property, which is attached hereto as Exhibit A.

NOW, THEREFORE, Developer hereby exercises the Lease Option granted in the Agreement and agrees that all rights and obligations set forth in Agreement are effective and binding on the Leased Property, MASC (including all successive owners of the Leased Property), and Developer, and the successors and assigns of MASC and Developer.

[signatures on next page]

EXHIBIT E

FORM OF NOTICE OF REOA EXERCISE

**TO BE INSERTED AND TO FOLLOW THE FORM OF NOTICE OF GROUND LEASE
EXERCISE.**

MASC:

Minnesota Amateur Sports Commission

By: [SAMPLE. DO NOT EXECUTE]

Name: _____

Title: _____

STATE OF MINNESOTA)

)

COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____ the _____ of _____, for and on behalf of said entity.

Notary Public

CITY:

The City of Blaine, Minnesota

By: [SAMPLE. DO NOT EXECUTE]

Name: _____

Title: _____

STATE OF MINNESOTA)

)

COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____ the _____ of _____, for and on behalf of said entity.

Notary Public

City of Blaine GUARANTY

IN CONSIDERATION of and in order to induce the Minnesota Amateur Sports Commission ("MASC"), a governmental entity of the State of Minnesota with its principal offices located at 1700 105th Avenue NE, in the City of Blaine, County of Anoka, State of Minnesota, to enter into that certain Ground Lease ("Ground Lease") by and between MASC, as lessor, and EB Development LLC ("Developer"), as lessee, a limited liability company organized and existing under the laws of the State of Minnesota, with its principal office located at 3040 France Ave. South in the City of Minneapolis, County of Hennepin, State of Minnesota with an effective date of the ____ day of _____, 20__, the undersigned City of Blaine ("Guarantor"), Anoka County, Minnesota, a public entity of the State of Minnesota hereby agrees, consents, represents and warranties as follows.

1. Guarantor unconditionally and absolutely guarantees to MASC the payment by Developer of the rent due under the Ground Lease, whether at maturity or otherwise, including but not limited to the rent and any late fees or penalties ("Obligations")

2. Guarantor agrees that this guaranty shall be construed as a continuing, absolute, and unconditional guaranty without regard to (i) the validity, regularity or enforceability of the Obligations or the disaffirmance thereof in any insolvency or bankruptcy proceeding relating to Developer, or (ii) any event or any conduct or action of Developer or MASC or any other party that might otherwise constitute a legal or equitable discharge of a surety or guarantor but for this provision.

3. Guarantor agrees that MASC may demand payment from Guarantor of any or all of the Obligations when such payment is due or required and Guarantor shall immediately pay the same whether or not MASC has commenced enforcement, repossession or foreclosure of any security interest, mortgage, or other lien in any or all collateral or security of any kind securing the payment of the Obligations, or otherwise exercised its rights and remedies hereunder, under any document evidencing or securing the repayment of the Obligations, or under any applicable law.

4. Guarantor agrees that MASC shall have and grants to MASC the right to set off any amounts due hereunder by Guarantor to MASC against any amounts, indebtedness or obligations due from MASC to Guarantor or any individual that is a part of Guarantor.

5. Guarantor agrees that it may be joined in any action or proceeding commenced against Developer in connection with or based upon the Obligations and recovery may be had against it in any such action or proceeding or in any independent action or proceeding against it should Developer fail to duly and punctually pay any of the Obligations without any requirement that MASC first assert, prosecute or exhaust any remedy or claim against Developer.

6. Guarantor agrees that the liability of Guarantor hereunder shall not be affected or impaired by (i) MASC's failure, neglect or omission to enforce the collection of the Obligations from Developer or any other entity, (ii) MASC's failure, neglect or omission to realize upon any collateral or security of any kind for the payment of the Obligations, (iii) MASC's taking of any other guaranty or guaranties to secure the Obligations or any other indebtedness of Developer to

MASC, (iv) MASC's taking of collateral or security of any kind for the payment of the Obligations, or (v) any act or failure to act whatsoever by MASC that but for this provision could in law or in equity act to release or reduce Guarantor's liability hereunder.

7. Guarantor agrees that the liability of Guarantor hereunder shall not be affected or impaired by the existence or creation from time to time, with or without notice to Guarantor which such notice is hereby waived, of indebtedness from Developer to MASC in addition to the Obligations, and Guarantor hereby consents to the creation or existence of such additional indebtedness. For avoidance of doubt, such additional indebtedness does not constitute "Obligations".

8. Guarantor agrees and expressly authorizes MASC, without in any manner affecting the absolute liability of Guarantor hereunder, (i) to forward or deliver any or all real or personal property that may at any time be placed with MASC as collateral or security of any kind for the payment of the Obligations, without regard to whom placed such items with MASC, for collection and remittance or for credit, (ii) to collect the same in any other manner, or (iii) to renew, extend, compromise, exchange, release, surrender or modify any terms or conditions relating to or any installments due with respect to such items, with or without consideration and without notice to Guarantor.

9. Guarantor agrees that no failure on the part of MASC to exercise, and no delay in exercising, any right or remedy hereunder shall operate as or constitute a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy granted hereby or by and related document or by law.

10. Guarantor agrees and acknowledges that it will directly or indirectly benefit from MASC's entering into the Ground Lease with the Developer, and that MASC is requiring as a condition to the entering into such Ground Lease with the Developer that Guarantor make and issue this guaranty to MASC.

11. Guarantor agrees that its liability under this guaranty and the liability of any other guarantor of the Obligations shall be joint and several.

12. Guarantor agrees that so long as any portion of the Obligations are past due and owing by Developer to MASC, Guarantor shall not, without the prior written consent of MASC, collect or seek to collect from Developer the claim, if any, by subrogation or otherwise, acquired by Guarantor through payment of any part or all of the Obligations.

13. Guarantor agrees that if all or any part of any payment previously applied by MASC to any of the Obligations must be returned by MASC for any reason, whether by court order administrative order or settlement, Guarantor shall remain liable for the full amount returned as if said amount had never been received by MASC, notwithstanding any term of this guaranty or the cancellation or return of any note or other agreement evidencing the Obligations.

14. This guarantee is limited to payment by Developer of the rent due under the Ground Lease. If MASC receives the past due rent, plus late fees or penalties, in whole or in part, from

Developer previously paid by Guarantor to MASC, then MASC shall immediately pay those sums received to Guarantor within seven (7) days from receipt. For avoidance of doubt, Guarantor is entitled to seek any all remedies it may have against Developer including but not limited to collection of any payments made by Guarantor to MASC under this guarantee.

15. Guarantor waives (i) presentment, demand, notice of non-payment, protest and notice of protest and dishonor on the Obligations, (ii) notice of acceptance of this guaranty by MASC, and (iii) notice of the creation or incurrence of the Obligations by Developer.

16. Guarantor agrees that nothing in this guaranty is intended to be and shall not be construed to be a waiver of any rights of Developer or MASC regarding the Obligations or any documents evidencing the Obligations or securing the repayment thereof.

17. Guarantor agrees that the possession of an executed original of this guaranty by MASC shall be conclusive evidence of due execution and delivery hereof by Guarantor.

18. Guarantor agrees that this guaranty shall be deemed a contract made under and pursuant to the laws of the State of Minnesota, shall be governed by and construed under the laws of such state, and any action to enforce this guaranty may be initiated and prosecuted by MASC in the State of Minnesota District Court venued and situated in the County of Anoka, State of Minnesota.

19. Guarantor agrees that each provision of this guaranty shall be interpreted in such a manner as to be effective and valid under applicable law and if any provision of this guaranty shall be prohibited by or invalid under applicable law such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this guaranty.

20. Guarantor agrees that this guaranty shall remain in full force and effect and be binding upon Guarantor until all of the Obligations due and payable by Guarantor to MASC hereunder have been paid in full.

21. Guarantor agrees to pay to MASC any and all costs and expenses that MASC incurs arising for a successful legal action undertaken in enforcement of this guaranty, which shall include, but not be limited to, attorneys' fees.

22. Guarantor and MASC agree that Guarantor shall have all the rights under the Ground Lease provided to an Institutional Lender has defined by the Ground Lease; for avoidance of doubt, those rights include all those set forth in section 25 of the Ground Lease. With respect to any and all insurance requirements imposed on Guarantor by MASC, if any, MASC agrees that the League of Minnesota Cities Insurance Trust is an acceptable insurer.

22. Guarantor agrees that this guaranty shall be binding upon the legal representatives, successors and assigns of Guarantor and shall inure to the benefit of MASC and its successors, assigns and legal representatives. Provided, however, Guarantor agrees and acknowledges that the foregoing does not grant to Guarantor any right to assign or otherwise transfer its rights and obligations under this guaranty to any third party without the prior written consent of MASC and

that any such assignment or transfer shall not release or affect the liability of Guarantor hereunder in any manner whatsoever.

23. Guarantor further warrants and represents to MASC as follows:

A. This guaranty constitutes the legal, valid and binding obligation of Guarantor enforceable in accordance with its terms (subject, as to enforceability, to limitations resulting from bankruptcy, insolvency or other similar laws affecting creditors' rights generally).

B. Guarantor has the legal authority to enter into this guaranty.

C. Guarantor has taken all actions needed and obtained all consents and approvals needed for it to enter into this guaranty

D. This guaranty and the provisions and obligations contained herein are fully enforceable as of the date Guarantor executes this guaranty and will be fully enforceable for all times in the future.

E. There are no actions, suits or proceedings pending or, to the knowledge of Guarantor, threatened against or affecting Guarantor that, if adversely determined, would have a material adverse effect on the condition (financial or otherwise), properties or assets of Guarantor, or that would question the validity of this guaranty or any instrument, document or other agreement related hereto or required hereby, or impair the ability of Guarantor to perform its obligations hereunder or thereunder.

F. Guarantor is not in default of a material provision under any material agreement, instrument, decree or order to which it is a party or by which it or its property is bound or affected that would affect its obligations under this guaranty.

G. No consents, approvals, orders or authorization of, or registrations, declarations or filings with, or notices to, any governmental authority or any third party are required in connection with the execution and delivery of this guaranty or any of the agreements or instruments mentioned herein to which Guarantor is a party or the carrying out or performance of any of the transactions required or contemplated hereby or thereby or, if required, such consents, approvals, orders or authorization have been obtained or such registrations, declarations or filings have been accomplished or such notices have been given prior to the date hereof.

H. All matters relating to the validity, construction, performance, or enforcement of this guaranty shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this guaranty shall be initiated, filed and venued in the State of Minnesota District Court located in the City of Blaine, County of Anoka, State of Minnesota.

I. All parties have consulted with their attorney regarding this guaranty, and the Consent, and each party has been advised that it has the authority to enter into this guaranty or the Consent and that this guaranty is legally enforceable.

(THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.)

This guaranty was made and executed by Guarantor on the ____ day of _____, 20__.

GUARANTOR

The City of Blaine

By: _____

Its: _____

And: _____

Its: _____

STATE OF MINNESOTA)
) ss
COUNTY OF ANOKA)

The foregoing guaranty was acknowledged before me this ____ day of _____, 20__,
by _____, and _____ on their own behalf as _____ and
_____ of the City of Blaine, and on behalf of the City of Blaine.

Notary Public

RECIPROCAL EASEMENT AND OPERATING AGREEMENT

BETWEEN: **MINNESOTA AMATEUR SPORTS COMMISSION**
a governmental entity of the State of Minnesota ("MASC")

AND: **EB BLAINE DEVELOPMENT LLC**
a Minnesota limited liability company ("Developer")

AND: **THE CITY OF BLAINE** ("City")

- A. MASC has leased the real property described in **Exhibit A** (the “Leased Property”) to Developer pursuant to that certain ground lease of substantially even date herewith (the “Ground Lease”).
- B. MASC is the owner of the real property in **Exhibit B** (the “Common Area”), which is intended to be utilized in accordance with the terms of this Agreement.
- C. Developer contemplates entering into subleases for a portion of the Leased Property to affiliates and other persons (the “Sub Tenants”) pursuant to the terms of separate sub land leases.
- D. Pursuant to the terms of a development agreement between the City and the Developer, Developer has agreed to construct, or cause to be constructed, certain improvements on the Leased Property and the Common Area.
- E. MASC’s grant of the easements referred to and delineated herein is based upon the determination by MASC that the development, construction and operation of the Project (as such term is defined herein), a portion of which will be situated on the Common Area, in accordance with this Reciprocal Easement and Operating Agreement (the “Agreement”) and the Ground Lease, will promote amateur sports at the National Sports Center.
- F. MASC and Developer desire to enter into this Agreement to establish certain easements, restrictions and operating agreements that will benefit and burden each of the Leased Property and the Common Area (cumulatively the “Property”) their respective owners, tenants, subtenants, occupants, the City, and their successors and assigns.

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MASC, the City, and Developer hereby declare and agree that, the Leased Property and the Common Area and each portion thereof will be sold, conveyed, held and encumbered, leased, rented, used, occupied and improved subject to the following easements, restrictions, and operating agreements which will run with the such property and parcels and be binding upon MASC, the City, and Developer and their respective successors and assigns, each Sub Tenant and on all other parties from time to time having any right, title or interest in the Property or any portion thereof.

1. Definitions. In addition to other terms defined herein, the following terms shall have the meanings set out after each such term:
 - (a) “Access Areas” means those pedestrian corridors, walkways, stairways, sidewalks, trails, elevators, building entrances, and building exits, driveways, alley ways, parking areas and similar facilities in or about the Leased Property and the Common Area which are designed for use by the Parties, their employees, tenants and subtenants, invitees or guests in conjunction with such entities using any elements of the Project.
 - (b) “Agreement” means this Reciprocal Easement and Operating Agreement by and between MASC, the City, and Developer.
 - (c) “Approved Uses” means hotel, sports dormitory, baseball stadium and associated food and beverage uses, other sports-related and entertainment facilities (for example, pickleball, miniature golf, golf, baseball range, and seasonal hockey and skating rinks), public gathering spaces, a plaza, parking garage, and public facilities surrounding the same, and other facilities functionally related thereto.
 - (d) “Building” means any structure that is a part of the Ground Lease Improvements or the Common Area Improvements.
 - (e) “Celebration Square” means the venue to be constructed by Developer and/or the City and located on the Common Area.
 - (f) “City” means the City of Blaine, Minnesota.
 - (g) “Common Area” means the real property owned by MASC that is the subject of this Agreement and legally described in **Exhibit B** attached hereto.
 - (h) “Common Area Expenses” means all costs of and attributable to the maintenance, operation and repair of the Common Area and Common Area Improvements as determined by standard accounting practices with appropriate accruals, including but not limited to (i) all taxes and installments of special assessments (and interest thereon), general and special, ordinary and extraordinary, assessed, levied, charged or imposed upon or against or in respect of all or any part of the Common

Area or Common Area Improvements and all taxes, excises, fees, charges, levies or assessments that are assessed, levied, charged or imposed in lieu of those taxes and assessments; (ii) any expenses that are assessed, levied, charged or imposed upon or against or in respect of the Common Area and Common Area Improvements; (iii) premiums for casualty, public liability, rent loss and other insurance that is maintained with respect to the Common Area and Common Area Improvements; (iv) management fees and costs; (v) record keeping, accounting and auditing costs for budgeting and determination of the Common Area Costs; (vi) all other costs incurred in maintaining or operating the Common Area and Common Area Improvements; and (vii) all capital expenditures or purchases of equipment, amortized over reasonably determined amortization periods using reasonable interest charges, for any repair, replacement, improvement, addition, or alteration to Common Area and Common Area Improvements.

- (i) “Common Area Improvements” means improvements that are constructed, on the Common Area, including, but not limited to, the Celebration Square, the Sports Stadium (if constructed), hiking, jogging and biking trails, parking and maneuvering areas, utilities, landscaping, lighting, signage, storm water management facilities, and streets and sidewalks as such are depicted on the Site Plan and the plans and specifications approved by the City; provided, however, the Common Area Improvements shall not include any of the Ground Lease Improvements.
- (j) “Development Agreement” means a development agreement that Developer will enter into, or has already entered into, with the City.
- (k) “Developer” means EB Blaine Development LLC, a Minnesota limited liability company.
- (l) “Force Majeure” means acts of God, accidents, fire or other casualty, earthquake, hurricane, tornadoes, named storms, flood, war, riot, intervention by civil or military authorities of government, insurrection, or other civil commotion, governmental action, shortages of materials, work stoppages, epidemics, or any other similar or like event or occurrence beyond the reasonable control of a party hereto, that causes such party to be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder. Provided, however, a change in general economic conditions or Developer’s specific economic condition, or a change in the availability of financing for the Project shall not be considered an act that constitutes Force Majeure.
- (m) “Ground Lease” means that certain Ground Lease that MASC and Developer entered into of substantially even date herewith.
- (n) “Ground Lease Improvements” means improvements that Developer or the City will construct, or cause to be constructed, on the Leased Property pursuant to the Development Agreement, including, but not limited to, any improvement that will be used for any Approved Use.

- (o) “Leased Property” means the property owned by MASC and leased to Developer under the Ground Lease that is legally described in **Exhibit A** attached hereto.
- (p) “MASC” means the Minnesota Amateur Sports Commission, a governmental entity of the State of Minnesota.
- (q) “National Sports Center” means the approximately 700 acre sports complex situated in the City of Blaine that is owned by MASC and operated as a destination sports site.
- (r) “Parking Allocation Agreement” has the meaning assigned to such term in Section 10 herein.
- (s) “Party” or “Parties” means MASC, Developer, and the City either collectively or in individually as the case may be.
- (t) “Person” means any natural person, sole proprietorship, corporation, partnership, trust, limited liability company, limited liability association, unincorporated association, joint venture, joint-stock company, governmental authority, or any other entity.
- (u) “Project” means the sports-entertainment themed mixed use project that Developer and/or the City will construct on the Leased Property and the Common Area, including all improvements and expansions thereto, and all additional buildings and structures that Developer and/or the City may construct from time to time, all which shall be constructed in accordance with the terms and conditions contained in the Development Agreement and the Ground Lease, including, but not limited to, the Ground Lease Improvements and the Common Area Improvements.
- (v) “Property” means all or some of the Leased Property and the Common Area as the context shall require.
- (w) “Real Property Taxes” means real property taxes, special assessments, other government fees or charges or any payments in lieu of the foregoing.
- (x) “Site Plan” means the site plan attached hereto as **Exhibit C**, as such may be amended under the terms of the Ground Lease.
- (y) “Sports Stadium” means a stadium for use by professional and amateur sports teams that could accommodate multi-sports activities that may be constructed by Developer and/or the City and will be located on the Leased Property.
- (z) “Sub Tenant(s)” means those Person(s) from time to time to whom Developer subleases a portion of the Leased Property.
- (aa) “Support” means the structural and foundation support for the Ground Lease Improvements or Common Area Improvements, including foundations, pilings,

footings, columns, shear walls, beams, girders, joists, brackets, supports, slabs, and support walls.

- (bb) “Utilities” means any utilities serving the Leased Property or the Common Area, including water, sanitary sewer, storm sewer, electricity, natural gas, steam, telephone and other communications systems, and any mechanical or electrical, including lines, mains, pipes, vents, ducts, shafts, conduits, wires and related machinery and equipment.
- 2. Purpose. The purpose of this Agreement is to provide for the orderly development and efficient maintenance, repair, replacement and operation of the Project and any improvements from time to time located on the Leased Property and/or the Common Area.
 - 3. Construction Contingency. Work on the Project must commence and be completed in accordance with the provisions contained in the Ground Lease.
 - 4. Easements Burdening the Common Area. MASC hereby establishes, grants and conveys to Developer as lessee of the Leased Property, each Sub Tenant and their respective tenants and subtenants, the City, and the successors, assigns, employees, clients, customers and invitees of any of them, the following easements benefiting the Leased Property and burdening the Common Area:
 - (a) Temporary easements during the period of any construction, reconstruction, maintenance, repair or replacement, addition, or alteration of the Ground Lease Improvements or Common Area Improvements to use portions of the Common Area to the extent reasonably necessary to perform the work in question; provided, however, that such easement shall be utilized in a manner that does not unreasonably interfere with or disrupt the continuing use of the Common Area, including uninterrupted existing or substituted access, parking, and utility service;
 - (b) An easement for Support for the Ground Lease Improvements and Common Area Improvements;
 - (c) An easement for non-material Building encroachments as may exist or occur by reason of the construction or reconstruction of the Ground Lease Improvements or the Common Area Improvements or from the settlement or shifting of the Ground Lease Improvements or the Common Area Improvements;
 - (d) An easement for access at reasonable times for inspection and testing of the Support and any Building encroachments and for observation of any construction, maintenance, repair, replacement, alteration or reconstruction thereof;
 - (e) An easement for construction, installation, operation, maintenance, repair and replacement of any Utilities serving or affecting the Leased Property together with reasonable access therefore;

- (f) An easement over the Access Areas located within the Common Area for pedestrian and vehicular access to and from the Leased Property from and to the public streets and sidewalks adjoining the Common Area;
- (g) An easement to park and maneuver vehicles in the areas designated within the Common Area for such purpose;
- (h) An easement for construction, installation, operation, maintenance, repair and replacement of any signs advertising or identifying the Project within the Common Area, including signs advertising or identifying each Sub Tenant or any other tenant, subtenant or occupants of the Project and their operations provided that such signage has been consented to, in writing, by MASC or are included in the Site Plan or such other plan that has been consented to, in writing, by MASC;
- (i) An easement for construction, installation, operation, maintenance, repair, replacement, and use of any the Common Area Improvements located within the Common Area; and
- (j) An easement for outdoor seating areas, concessions, activities, events, and all other commercial and public purposes necessary or convenient for the operation of the Project as a multi-tenant sports-entertainment themed mixed-use destination, subject to rules and regulations adopted from time to time by Developer and approved, in writing, by MASC.

5. Easements Burdening the Leased Property. Developer as lessee of the Leased Property hereby establishes, grants and conveys to MASC as lessor of the Leased Property and the City the following easements benefiting the Common Area and burdening the Leased Property:

- (a) Temporary easements during the period of any construction, reconstruction, maintenance, repair or replacement of the Common Area Improvements to use portions of the Leased Property to the extent reasonably necessary to perform the work in question; provided, however, that such easement shall be utilized in a manner that does not unreasonably interfere with or disrupt the continuing use of the Leased Property, including uninterrupted existing or substituted access, parking, and utility service;
- (b) An easement for Support for the Ground Lease Improvements and Common Area Improvements;
- (c) An easement for non-material Building encroachments as may exist or occur by reason of the construction or reconstruction of the Common Area Improvements or the Ground Lease Improvements or from the settlement or shifting of the Common Area Improvements or the Ground Lease Improvements;
- (d) An easement for access at reasonable times for inspection and testing of the Support and any Building encroachments and for observation of any construction, maintenance, repair, replacement, alteration or reconstruction thereof;

- (e) An easement for construction, installation, operation, maintenance, repair and replacement of any Utilities serving or affecting the Common Area together with reasonable access therefore;
 - (f) An easement over the Access Areas located within the Leased Property for pedestrian and vehicular access to and from the Leased Property from and to the public streets and sidewalks adjoining the Leased Property, and
 - (g) Easements that will allow MASC to have access to and use the bathroom facilities located in the Common Area Improvements during events that MASC holds at the National Sports Center, the Celebration Square, or the Sports Stadium subject to MASC providing of and paying for janitorial services and any necessary security services for any event that MASC anticipates that there will be more than 1,000 individuals using such bathroom facilities.
6. Celebration Square and Sports Stadium. MASC, the Developer, and the City agree that each of such parties shall have the use of the Celebration Square and, to the extent constructed, the Sports Stadium subject to the following:
- (a) Each Party will be solely responsible at its cost for its use, such costs to include by way of example and not by limitation, security, garbage, set up/take down, clean up, janitorial, etc.
 - (b) Each Party will be responsible for damages to persons and property arising out of a Party's use of the Celebration Square and the Sports Stadium.
 - (c) Each Party will retain the revenue, if any, from its events.
 - (d) MASC, the Developer, and the City acknowledge and agree that the Sports Stadium is intended, (i) as a revenue-producing venue for Developer and any sublessee or operator of the Sports Stadium, and, in certain circumstances MASC and the City, and (ii) to enhance the use and operation of both the National Sports Center and the Project.
 - (e) MASC, the Developer, and the City agree to meet and negotiate a use agreement prior to any use of the Celebration Square or the Sports Stadium by any of the Parties that establishes guidelines for and how scheduling of events shall be accomplished with the understanding that any event proposed shall not be unreasonably denied by a non-proposing Party so long as such event does not unreasonably and adversely affect other activities on the Common Area, Leased Property or at the National Sports Center. MASC, the Developer, and the City shall periodically review and revise such use agreement on an as-needed basis. If there is any disagreement as to the use of the Celebration Square or the Sports Stadium, the disagreement shall be settled using arbitration pursuant to Section 31.
 - (f) Notwithstanding anything to the contrary contained herein, neither MASC, the City, nor Developer may use the Celebration Square or the Sports Stadium for any

commercial activity that would compete with any similar ongoing activity of the other party or any third party that such party has contracted with that will take place on the Common Area, the Leased Property or at the National Sports Center, including but not limited to Sub-Tenants, or any such activity that had been previously scheduled by such parties and notice of which had been provided to the other parties.

- (g) MASC and the City acknowledge and agree that if Developer contracts with a professional or semi-professional team to use the Sports Stadium, then such team shall have priority of use of the Sports Stadium for its regularly scheduled games over any other use.
 - (h) Developer and the City acknowledge and agree that MASC intends to use the Celebration Square and Sports Stadium in conjunction with events being held at the National Sports Center, and that such use of the Celebration Square shall have priority over any other use so long as such use is docketed in accordance with Section 6(i) herein. In addition, except as provided in Section 6(g) herein, MASC shall be entitled to use of the Sports Stadium on certain days to be established by the Parties pursuant to Section 6(e) hereof, provided that such days do not include any date on which the Sports Stadium is scheduled for use for a regular scheduled game and MASC compensates the Developer or whomever the Developer may designate, at market rates for such use.
 - (i) MASC, the Developer, and the City agree to prepare and maintain a written schedule on which all events to be held at and uses of the Celebration Square and the Sports Stadium will be docketed, and once an event is docketed on such schedule it may not be removed unless the party holding such event agrees to such removal in writing.
 - (j) Any disputes as to the use of the Celebration Square or Sports Stadium shall be resolved by arbitration pursuant to Section 31.
7. Location of Easements. Except as otherwise set out in this Agreement, where applicable all of the easements granted under this Agreement will be at or over such locations within the Property as designated in the final “as built” construction plans for the Ground Lease Improvements and Common Area Improvements or pursuant to the Site Plan, as amended by the Developer pursuant to the Ground Lease and approved by the City, or at such other locations as MASC and Developer may mutually agree in writing from time to time; provided, however, that such use rights shall not be located so as to unreasonably interfere with the intended use of any burdened Property.
8. Construction, Operation, Maintenance, Repair and Replacement of Common Area Improvements. The parties have agreed to allocate the responsibilities for the construction, operation, maintenance, repair and replacement of the Common Area Improvements in the following manner:
- (a) Developer and/or the City shall initially develop and construct the Common Area

Improvements, including but not limited to the Sports Stadium and Celebration Square.

- (b) So long as Developer (or its successor in interest under the Ground Lease) occupies all of the Leased Property under the Ground Lease, Developer (or its successor in interest under the Ground Lease) shall be responsible for the operation, maintenance, repair and replacement of the Common Area Improvements. In such case Developer (or its successor in interest under the Ground Lease), shall have the right to apportion the Common Area Expenses among the City and the subtenants and occupants of the Leased Property in such manner as Developer shall, in its sole discretion, deem reasonable and appropriate.
- (c) If, following a partial termination of the Ground Lease pursuant to the terms thereof, Developer (or its successor in interest under the Ground Lease) occupies less than all of the Leased Property, Developer (or its successor in interest under the Ground Lease) shall continue to be responsible for the operation, maintenance, repair and replacement of the Common Area Improvements; provided, however, that upon any person or persons taking occupancy of any portion of the Leased Property not occupied by Developer (or its successor in interest under the Ground Lease), Developer may require such person or persons to be responsible for a Proportionate Share of the Common Area Expense. For purposes of this Agreement, "Proportionate Share" means that portion of the Common Area Expenses which the area of the Common Area occupied by any such Person(s) bears to the total area of the Common Area, except that to the extent a utility, service, Common Area Improvement, or portion of the Common Area is primarily used by or is principally provided for the benefit of such Person(s), then such Person(s) shall be solely responsible for the Common Area Expense associated with such utility, service, or Common Area Improvement, or portion of the Common Area. Developer shall further be entitled to assess the Common Area Expenses for any year based on a good faith estimate of the actual Common Area Expenses for such year and require that such estimated Common Area Expenses be payable in installments. Prior to and as a condition to MASC approving any sublease as provided in the Ground Lease that permits the occupancy of any portion of the Leased Property by a Person other than Developer (or its successor in interest under the Ground Lease), Developer agrees that it shall cause such Person to join in this Agreement and be bound by the terms hereof.
- (d) Notwithstanding the foregoing, MASC, the Developer and the City understand and expect that the Common Area shall be deemed to be property necessary for accomplishment of MASC's, the Developer's, and the City's purposes and will not be voluntarily conveyed by it to another Person. In the event that such understanding and expectation is incorrect as mutually agreed to by the Parties, or in the event of statutory changes that require MASC to transfer or convey the Common Area or any portion thereof to another Person other than another governmental entity of the State of Minnesota, then, prior to any such transfer or

conveyance, MASC, the Developer, and the City shall, unless precluded by law, enter into an amendment to this Agreement. Said amendment shall allocate to the owner of the Common Area such portion of the Common Area Expenses as the parties shall agree. Said amendment shall provide that Developer and/or the City shall be entitled to reimbursement for any Common Area Expenses allocated to the Common Area or Real Property Taxes levied against, imposed upon, or attributable to Common Area that are paid by Developer and/or the City. Said amendment shall be signed by the person to whom the Common Area has been transferred or conveyed, shall contain an acknowledgement by said person that he/she/it is bound by all the terms of this Agreement, and shall contain such other provisions as are reasonable and appropriate under the circumstances including, but not limited to, provisions governing the budgeting for and periodic payment of Common Area Expenses.

- (e) Notwithstanding anything to the contrary contained herein, neither MASC, the Developer, nor the City may use any part or portion of the Common Area for any commercial activity that would compete with any similar ongoing activity of the other party or any third party that such party has contracted with, including but not limited to Sub-Tenants, or any such activity that had been previously scheduled by such parties and notice of which had been provided to the other party.
9. Modification of Easements. MASC, the Developer, or the City may, from time to time, at the cost of the acting party and upon reasonable notice to the other, modify, alter or relocate any Support, Access Areas, Utilities, or other easement facilities which are the subject of this Agreement and located on its portion of the Property as may be necessary or desirable for the operation, improvement, construction, reconstruction, expansion or modification of any Buildings or improvements on its portion of the Property; provided, however, that such modification, alteration or relocation does not materially lessen the capacity or efficiency of the Support, Access Areas, Utilities or other easement areas or otherwise materially and adversely affect the use and operation of the other Properties or any Buildings or improvements thereon. Any such modification or alteration will be of a character and quality consistent with the character and quality of the original easement facilities, and any such relocation will not unreasonably interfere with the use of or access to the other Properties or any Buildings or improvements thereon.
10. Parking; Parking Allocation Agreement. Those portions of the Common Area utilized for parking facilities will be used in common with MASC as the operator of the National Sports Center the Developer as the lessee of the Leased Property, the City, and their respective tenants and subtenants, and the employees, clients, customers and invitees of any of them, and such parking facilities shall not be dedicated to or reserved for use by either MASC or the Developer, or their respective tenants and subtenants, and the employees, clients, customers and invitees of any of them. Notwithstanding the foregoing, the use of those portions of the Common Area utilized for parking facilities will be subject to restrictions and limitations imposed by the City in connection with its approval of the Project or the Common Area Improvements and the Ground Lease Improvements.

Notwithstanding the aforementioned, and for the purpose of ensuring adequate parking for the Project, the Parties shall periodically meet and negotiate a parking allocation agreement to allocate certain parking spaces in the Common Area for the exclusive use of one or the other and their respective tenants, subtenants, occupants, guests and invitees (the "Parking Allocation Agreement"). Any such Parking Allocation Agreement shall be in writing, shall be signed by the Parties, and may be modified or replaced from time to time as the Parties shall mutually agree. Such Parking Allocation Agreement may also provide for allocation of Common Area Expenses associated with any parking spaces designated for exclusive use by one Party or the other according to its terms in a manner different from the allocations provided for herein. As a default allocation MASC and Developer shall each be entitled to use of one-half of the total available parking situated on the Common Area. If the Parties cannot agree on the terms of a Parking Allocation Agreement, the parties shall resolve the matter by arbitration pursuant to Section 31.

11. Nuisance. Neither MASC nor Developer will allow their portions of the Properties to be used in a manner that is unlawful, disreputable, or creates any nuisance or fire hazard or would unreasonably interfere with, annoy or disturb any user or occupant of the other portion of the Properties. MASC and Developer may, from time to time, jointly adopt reasonable rules and regulations, binding upon each Party and the employees, tenants, subtenants, contractors, guests and invitees of each Party, for the safety, care, cleanliness and preservation of good order in or about the Property.
12. Insurance; Waiver of Claims. So long as the Ground Lease remains in effect, Developer and/or the City (or their successors in interest under the Ground Lease), shall maintain all risk casualty insurance, insuring 100% of the full replacement cost of the Common Area Improvements covering loss or damage by fire and other risks and hazards customarily insured against. Only the portion of the cost of such insurance that relates to the Common Area shall be deemed to be a part of Common Area Expenses. In addition, MASC and Developer shall, each at its own expense, self insure or maintain with respect to its portion of the Properties commercial general liability insurance coverage insuring against all claims, demands and actions for personal injury, death and property damage in or about its portion of the Properties in amounts and in such form as may from time to time be acceptable to a prudent property owner in the metropolitan Minneapolis-Saint Paul area, but in all events to afford protection for limits of not less than \$2 million for injury or death sustained by one or more persons as a result of any one occurrence and \$5 million annual aggregate. No policy will be subject to cancellation or reduction in coverage except after prior, written notice to all insured parties and, if not named as an insured, to the parties to this Agreement. Each insurance policy or a duly executed certificate, together with evidence of payment therefore unless coverage is provided under a blanket policy, will be deposited with the owner of the other portion of the Properties upon the execution of this Agreement and at least 10 days prior to the expiration of the previous policy. Each party, in the exercise of their commercial business judgment, acknowledges that the use of insurance is the best way to protect against the risk of loss to their respective properties and economic interests in their respective Properties. Accordingly, each party agrees that in the event of loss or damage to their respective Properties or interests, such loss will be satisfied by the insurance proceeds (if any) paid to the party suffering the loss and each party hereby waives and

shall hereafter waive all claims against the other party and their respective officers, directors, agents, employees and contractors for any loss, damage or injury, notwithstanding the negligence of either Party in causing a loss. Notwithstanding anything to the contrary contained herein, any and all obligations imposed hereunder on MASC are subject to any statutory limitations that may apply to MASC and instead of obtaining the insurance referred to herein MASC may include and enroll the property to be insured in any plan of self insurance available to it that is offered or provided by the State of Minnesota to governmental entities of the State of Minnesota as long as such plan of self insurance is in the same or greater amounts as is required hereunder.

Notwithstanding anything to the contrary contained herein, MASC may, at its sole option and discretion, self-insure instead of obtaining and maintaining the referenced insurance, and if any of the insurance requirements contained herein are inconsistent with the insurance requirements contained in the Ground Lease the highest requirement shall control.

13. Condemnation. In the event of a taking under the power of eminent domain of any portion of the easement areas or facilities that are the subject of this Agreement, or a conveyance under threat of such proceeding and in lieu thereof, each party will make its own claim in the condemnation proceeding based upon the value of the rights created hereunder and owned by it. Notwithstanding the language in this Section, the provisions regarding condemnation in the Ground Lease shall control over any inconsistent language contained in this Agreement
14. Damage and Destruction. Upon any damage to or destruction of the Ground Lease Improvements or the Common Area Improvements, or any part thereof, and unless otherwise specified elsewhere in this Agreement or in the Ground Lease, the easements created herein shall be unaffected and remain in full force and effect as granted hereby. In such event, or the taking by eminent domain of the Leased Property, the Common Area or any part thereof whether by legal proceedings or by a conveyance under threat thereof, or removal of any Building or any part thereof, and unless otherwise specified elsewhere in this Agreement or in the Ground Lease, the owner of the affected Property will, at its cost:
 - (a) Immediately clean up the land, remove all debris and return the land and remaining portions of its Building to a safe condition; and
 - (b) Either commence and complete restoration or replacement of its Building or demolish the portion of its Building which has been damaged or destroyed. If such owner does not commence restoration or replacement of its Building within a reasonable time after such damage or destruction and thereafter complete the restoration or replacement with due diligence, such owner at its cost will remove its Building or those portions which have been damaged or destroyed or make the damaged portions of its Building compatible with those portions remaining undamaged, and restore or partially restore its Building to that condition and state which would appear visually pleasing and attractive to the owner, tenants of and

persons using the remainder of the Property and not detract from the use and operation of the remainder of the Property or the Buildings located thereon.

Notwithstanding anything to the contrary contained herein, the obligation of MASC to comply with the requirements imposed under this Section is subject to the legislature of the State of Minnesota appropriating sufficient funds to MASC to perform such obligations. If the amount of funds, if any, that the legislature for the State of Minnesota appropriates to MASC is not sufficient to perform all of such obligations, then MASC is only obligated to perform those obligations for which it received funds sufficient to pay the full costs of.

15. Limitation of Liability. The liability of each Party under this Agreement shall be limited to its Property, and no other property or asset will be subject to levy, execution or other procedure for satisfaction of remedies with respect to the covenants contained herein. Except as otherwise specifically set out in this Agreement, no party will, may or can avoid liability under this Agreement by disuse or non-use of any or all of the Ground Lease Improvements or Common Area Improvements.
16. Governmental Relationships. MASC, Developer, and the City will cooperate with and join in any and all applications for permits, licenses or other approvals or authorizations required by any governmental unit or other body claiming jurisdiction in connection with any operation, maintenance, repair, use, replacement, construction or reconstruction, contemplated or required hereby.
17. Separate Tax Parcels. All rights and easements created by this Agreement are intended to be valued as part of the tax parcels assessed to the owner of the portion of the Property to whose benefit the rights and easements run. MASC and Developer will use all reasonable efforts, including adjustment of property lines where feasible, to have the taxing authority levy real estate taxes or payments in lieu of taxes(if any) on the Properties in such manner.
18. Separate Mortgages. Each party will have the right separately to create mortgages or other security interests upon its separate estate, such estate being subject to and together with its interests in the easements and other covenants created herein.
19. Default and Remedies.
 - (a) If any party defaults in any obligation hereunder requiring the payment of money and fails to cure the default within 15 days after receipt of written notice of such default, or if any party defaults in any of its other obligations under any provision hereof and fails within 60 days after receipt of written notice of such default to commence such action as is necessary to cure such default and to proceed diligently thereafter to cure such default, the non-defaulting party may exercise its remedies under subsection (b) below or by an action at law or suit in equity. All indebtedness of or payments due by a party under this Agreement will bear interest from the date incurred or the date such payment is due, whichever is earlier, at a rate equal to 3% per annum in excess of the prime rate as published

from time to time by *The Wall Street Journal* (or such other nationally-recognized publication or governmental report which reports comparable borrowing rates if *The Wall Street Journal* is no longer published) or, if payment of such interest cannot be lawfully enforced, then at the highest rate that can be enforced, and the indebtedness, interest, and all reasonable costs of suit or collection thereof, including reasonable attorney fees whether suit be brought or not, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered, with interest on such costs of suit or collection at the rate above set forth, will be payable on demand of the creditor, and such indebtedness, interest and costs of suit or collection and interest on such costs will be recoverable by enforcement of a judgment at law or in equity.

- (b) In addition to the other rights and remedies provided at law or in equity or under this Agreement, if a party defaults in any obligation under this Agreement and fails to cure such default within the applicable time period described in subsection (a) above, the owner of the other portion of the Property may, on 30 days' prior written notice (or without notice in an emergency), enter the portion of the Property of the defaulting party, if necessary, and pay or perform such obligation. The costs of such payment or performance by the owner of the other portion of the Property, plus 10% of such costs for overhead and administration, and also plus reasonable attorney fees in connection with such payment or performance, will be paid by the defaulting party on demand.
- (c) If any party, in writing by registered or certified mail, notifies the owner of another portion of the Property of the name and address of any tenant or holder of a mortgage or other security interest on its Property, the owner of the other portion of the Property will give such tenant or holder a copy of any notice or other communication with respect to any claim that a default exists or is about to exist under this Agreement and a copy of any notice of change of address. If the defaulting party fails to cure any such default, any such tenant or holder of whom the non-defaulting party has been so notified will have the right (but not the obligation) to cure such default within a reasonable time, not to exceed 60 days after notice (or, if such default cannot reasonably be cured within 60 days, such time as may reasonably be required to cure such default with all diligence), with the same effect as if timely made by the defaulting party. Any default in the payment of money will be conclusively considered to be a default that can be cured within 60 days.
- (d) No party may terminate any of the easements created by this Agreement or discontinue performance of its obligations to maintain, repair and replace the easement facilities due to a default by the other party under this Agreement.
- (e) Notwithstanding anything to the contrary contained in this Agreement, MASC shall only be required and liable to pay for any amounts referred to in this Agreement, including but not limited to amounts advanced by Developer, interest on any amounts advanced by Developer, costs and expenses incurred in enforcing

any rights and remedies granted in this Agreement, and attorneys fees, that are mandated by a court of competent jurisdiction in an order issued thereby.

20. Force Majeure. Notwithstanding anything in this Agreement to the contrary, the time for performance of any obligations under this Agreement will be extended by the number of days of any delays in the commencement or performance of operation, construction, reconstruction, repairs, maintenance or replacement caused by any Force Majeure.
21. Notices. All notices, communications, demands and requests permitted or required to be given under this Agreement will be in writing and will be deemed to have been given (a) when personally delivered, or (b) one business day after being delivered to a reliable and recognized overnight courier or messenger service which provides receipts of delivery, with fees prepaid or charged to the sender, or (c) three business days after being deposited in the United States mail in a sealed envelope with registered or certified mail postage prepaid thereon, addressed as follows or to such other address as set forth in a notice given in accordance with this Section:

if to MASC: Minnesota Amateur Sports Commission
1700 105th Avenue NE
Blaine, MN 55449
Attention: Executive Director

if to Developer: EB Blaine Development LLC
3040 France Avenue South
Minneapolis, MN 55416
Attention: Robb Bader
Email: rbader@baderdevelopment.com

With a copy to
Winthrop & Weinstein, P>A>
225 South Sixth Street, #3500
Minneapolis, MN 55402
Attn: Erin Mathern
Email: emathern@winthrop.com

if to City: City of Blaine
10801 Town Square Drive NE
Blaine, MN 55449
Attention: Community Development Director

With an additional copy to any Institutional Lender, as such term is defined in the Ground Lease, who provides notice of its address to the Parties hereunder

Any party hereto may change such party's address for the service of notice hereunder by written notice of said change to the other party hereto, in the manner above specified ten (10) days prior to the effective date of said change.

22. Estoppel Certificates. Each party will at any time and from time to time upon not less than ten (10) business days' prior notice from the other execute, acknowledge and deliver a written statement certifying:
- (a) That this Agreement is in full force and effect, subject only to such modification (if any) as may be set out therein;
 - (b) That there are not, to such party's knowledge, any uncured defaults on the part of the other party, or specifying such defaults if any are claimed; and
 - (c) As to any other matters pertaining to this Agreement as may be reasonably requested.

Any such statement may be relied upon by a prospective transferee or mortgagee of all or any portion of the Property owned by the requesting party or any interest therein or any assignee of any such persons. If any party fails to timely deliver such statement, such party will be deemed to have acknowledged that this Agreement is in full force and effect, without modification except as may be represented by the party requesting such statement, and that there are no uncured defaults in the requesting party's performance.

23. Severability. The invalidity of any covenant, restriction, condition, limitation, provision, paragraph or clause of this Agreement, or any part of the same, or the inapplicability thereof to any person or circumstance, will not impair or affect in any manner the validity, enforceability, or effect of the rest of this Agreement, or the applicability of any such covenant, restriction, condition, limitation, provision, paragraph or clause to any other person or circumstance.
24. Minnesota Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Minnesota.
25. Successors and Assigns. All rights and easements established, granted, conveyed, reserved and consented to by this Agreement are appurtenant to the Leased Property and the Common Area, and will run with the land and inure to the benefit of and be binding on all present and future owners and tenants of the Leased Property and the Common Area Property and their respective successors and assigns. Each party will be liable under this Agreement only for such obligations as accrue during its respective period of ownership of its portion of the Property. Nothing in this Agreement is to be interpreted to give the public, any governmental authority other than MASC, or any other third party any easement right in or to any land.
26. Consents. If the consent or approval of any Party is requested, such consent or approval may not be unreasonably withheld, delayed or conditioned. Any refusal to consent or approve must be in writing and must explain in reasonable detail the reasons for refusal. Notwithstanding anything herein to the contrary, if the Party whose consent or approval is requested has failed to give to the requesting Party either its consent or approval, or its written refusal to consent or approve containing an explanation of the reasons for refusal in reasonable detail, within 20 days after a written request therefore, then the requested consent or approval will be automatically and conclusively treated as having been given.

27. Changes. This Agreement may be terminated, extended, modified, supplemented or amended at any time and from time to time solely by MASC, the City, and the Developer, or their successors and assigns. No such termination, extension, modification, supplement or amendment will be effective until a proper written instrument has been executed, delivered and recorded in the appropriate office for recording real estate interests in and for the County of Anoka, State of Minnesota.
28. Merger with Fee. There will be no merger of the easements and other rights created by this Agreement with the fee estate in any of the Property by reason that the same Party owns or holds the fee interest or other interest in the effected Property. No such merger will occur unless and until all Parties that would be effected by such merger have joined in and duly recorded a written instrument effecting such merger.
29. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.
30. Termination of Ground Lease. This Agreement shall terminate upon the termination of the Ground Lease, either by the running of its term or earlier termination. Upon such termination, MASC, the City, and Developer shall execute a release of this Agreement in a recordable form which shall be placed of record against the Leased Property and Common Area. Notwithstanding the foregoing, in the event the Ground Lease is only partially terminated, and provided Developer (or its successor) is occupying a portion of the Leased Property under the Ground Lease, this Agreement shall not terminate and shall remain in full force and effect.
31. Arbitration. In each case expressly specified in this Agreement, but only where so expressly specified, in which it shall become necessary to resort to arbitration, the arbitration shall be determined as provided in this Section. The party desiring arbitration shall give written notice to that effect to the other party or parties to the arbitration, specifying in the notice the name and address of the person designated to act as arbitrator on its behalf. Within 15 days after the service of the notice, the other party or parties to the arbitration shall give written notice to the all of the other parties involved in the arbitration specifying the name and address of the person designated to act as arbitrator on their behalf. The arbitrators so chosen shall promptly meet and shall jointly agree on the matter in dispute, and such decision shall be binding on all of the parties hereto. If any party to the arbitration fails to notify the other parties of the appointment of its arbitrator within the time above specified or agrees to the arbitrators designated by the other Parties, then the arbitrators designated by the other parties shall decide the matter to be arbitrated, which such decision shall be binding on all of the parties hereto.

If the parties to the arbitration select and appoint different arbitrators in accordance with the provisions contained in this Section and the selected arbitrators cannot agree on the matter in dispute within 30 days after the appointment of the last arbitrator, then the arbitrators shall themselves select and appoint an arbitrator who shall be a competent and impartial person, and such selected arbitrator shall decide the question in dispute. In the event the selected arbitrators are unable to agree on the selection and appointment of an

additional arbitrator within 10 days after the 30 day period, then the additional arbitrator shall be selected by the Parties themselves within a further period of 15 days. If the Parties cannot so agree on an additional arbitrator, then either Party may apply to any court of general jurisdiction in the County of Anoka, State of Minnesota, for the appointment of an additional arbitrator, and none of the other Parties shall not raise any question as to the court's full power and jurisdiction to entertain the application and make the requested appointment.

The decision of the arbitrators directly selected by the parties or the additional arbitrator shall control and be binding and conclusive on the Parties.

The Parties shall each pay the fees and expenses of the arbitrator that they selected and appointed and shall share equally the fees and expenses of the additional arbitrator. In addition, the parties to the arbitration shall equally share and pay all other costs associated with such arbitration.

33. Entire Agreement, Merger and Waiver and Release of Claims. This Agreement and all documents referred to and incorporated herein by reference with the schedules, riders, and exhibits, if any, attached thereto, represents and contains the entire agreement between MASC and Developer with respect to and regarding any item or topic referred to and covered herein. Any prior understanding or representation of any kind regarding any item or topic referred to or covered herein that precedes the date of this Agreement shall not be binding on either Party except to the extent such items have been specifically incorporated and merged into this Agreement by way of a written document signed by such Parties. Developer releases and waives any claims or causes of action it may have against MASC, the National Sports Center Foundation, its attorneys, any of its agents, representatives, employees, officers, or members, that may have accrued prior to the date of this Agreement or that are based upon any facts, representations, warranties or actions that occurred or existed prior to such date.
34. Soil Condition and Suitability of Property
- (a) MASC makes no representations or warranties regarding; (i) the compaction levels of any portion of the Leased Property and/or the Common Area, (ii) any surface settling thereof that may occur, or (iii) the suitability of the Leased Property and/or the Common Area for the development, completion or operation of the Project. Developer further acknowledges and agrees that it will take the Leased Property and the Common Area in an "as is" condition as of the time and date of its execution of the Ground Lease, and may not and shall not use such condition as a bases for any claim that such property is not suitable for Developer's completion or operation of the Project.
 - (b) Developer acknowledges and agrees that the Leased Property and/or Common Area may be in a condition that may require the Project to be constructed on pilings which could affect Developer's use of the Leased Property under the Ground Lease and the Common Area under this REOA.

35. Modification of Site Plan. The parties hereto acknowledge and agree that (i) the elements that make up the Site Plan are what is anticipated as of the date of this REOA, (ii) as the Project progresses such elements may change, and (iii) the local unit or units of government that have jurisdiction over the Project may request or require changes to the Site Plan. The Developer and/or the City may make revisions to the Site Plan without the consent of MASC so long as the Site Plan continues to contain an area for Celebration Square.
36. Ground Lease Improvements. Notwithstanding anything to the contrary contained herein, this REOA does not grant any Party the authority to construct, situate, or place any of the Ground Lease Improvements on the Common Area, and all of such improvements shall be constructed, situated and placed solely on the Leased Property.
37. Ground Lease Provisions. Notwithstanding any language herein to the contrary, the language and provisions contained in the Ground Lease shall control over any inconsistent or contrary provision contained in this Agreement.
38. Term. The term of this Agreement shall be concurrent with the term of the Ground Lease, except that it may be terminated upon the unanimous agreement of the Developer, the City, and MASC or their respective successors and assigns.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF this Reciprocal Easement and Operating Agreement has been executed by MASC on the day and date set forth immediately after its signature.

MASC

Minnesota Amateur Sports Commission
a governmental entity of the State of Minnesota

By: _____

Its: Chair

Executed on _____, 20__

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ as Chair of the Minnesota Amateur Sports Commission, a governmental entity of the State of Minnesota, on behalf of the commission.

Notary Public

IN WITNESS WHEREOF this Reciprocal Easement and Operating Agreement has been executed by Developer on the day and date set forth immediately after its signature.

DEVELOPER

**EB Blaine Development LLC,
a Minnesota limited liability company**

By _____

Its: _____

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, the Chief Manager of EB Blaine Development LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

IN WITNESS WHEREOF this Reciprocal Easement and Operating Agreement has been executed by the City on the day and date set forth immediately after its signature.

CITY

**City of Blaine,
a Minnesota municipality**

By _____
-----, Mayor

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, the Mayor of the City of Blaine, a Minnesota municipality, on behalf of the city.

Notary Public

This instrument was drafted by:

William H. Kuretsky, Esq.
12700 Sherwood Pl. #108
Minnetonka, MN 55305
Telephone: 612-310-6276

EXHIBIT A

**LEGAL DESCRIPTION OF
LEASED PROPERTY**

EXHIBIT B

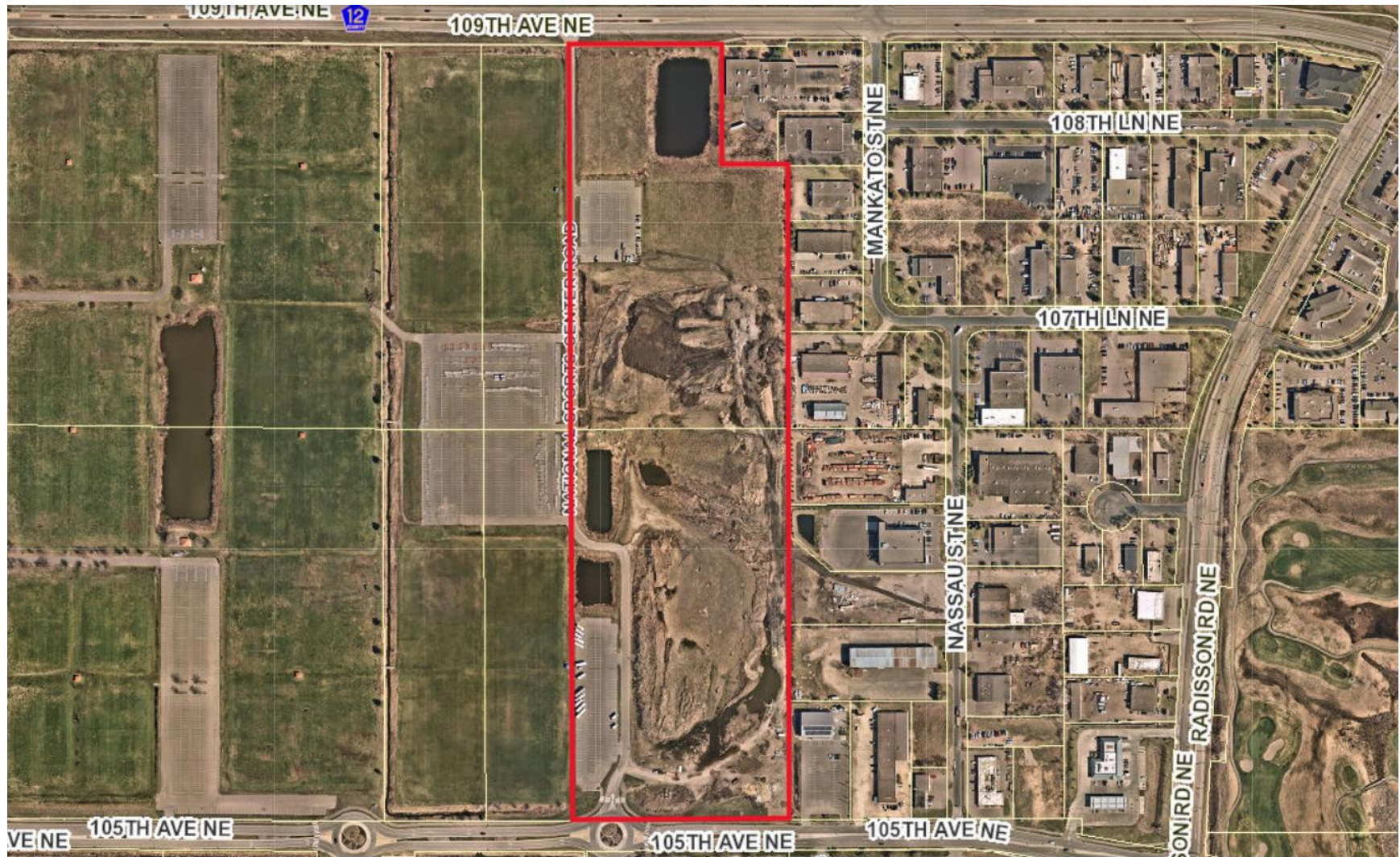
LEGAL DESCRIPTION OF COMMON AREA

EXHIBIT C

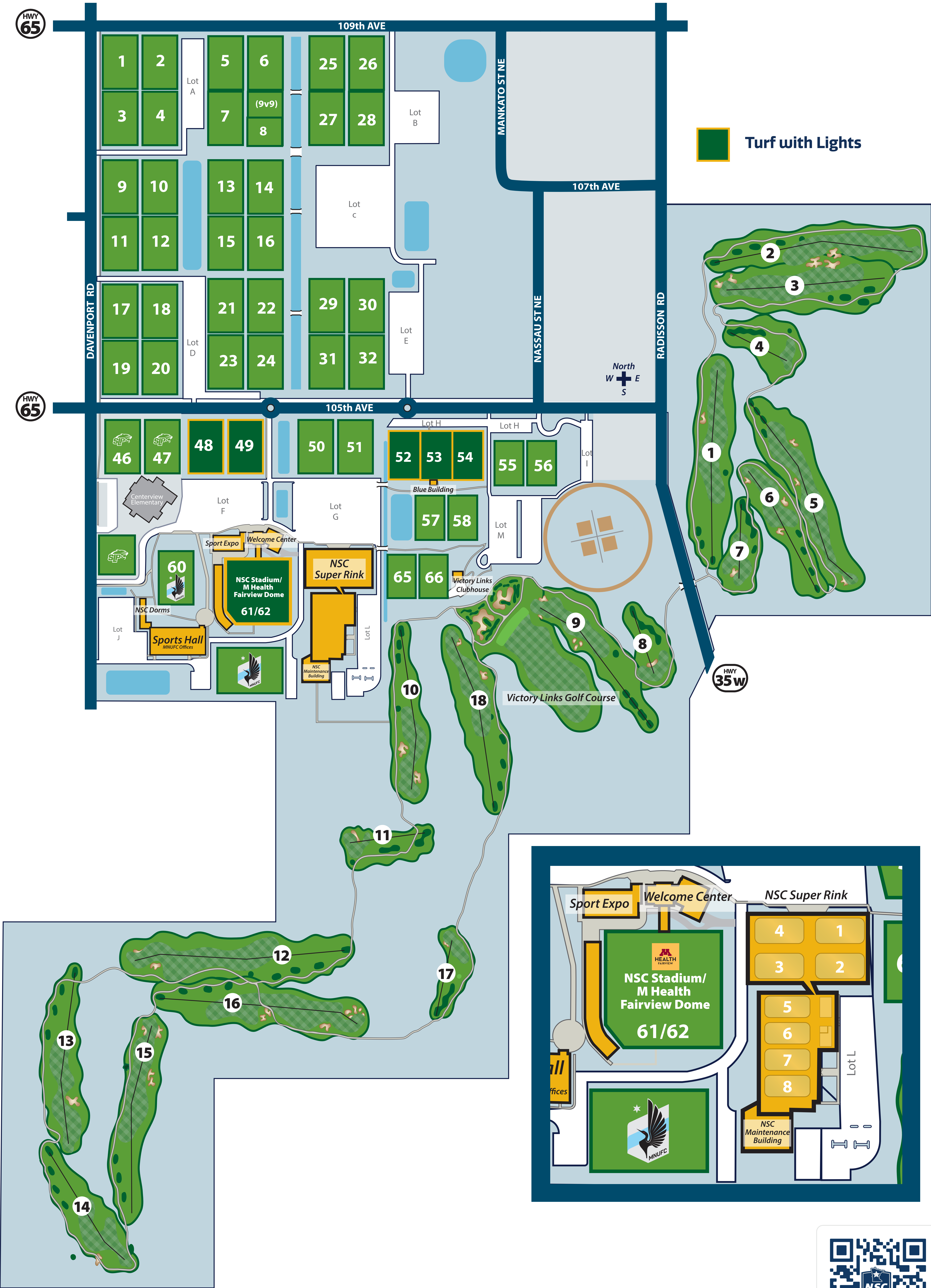
SITE PLAN

(See Attached)

Development Zone



NSC Full Campus Map



Take the map with you!



City of Blaine

Staff Report

File Number: 2023-493

Agenda Date	Status
October 16, 2023	
In Control	File Type
City Council	Motion

Administration - Nick Fleischhacker, Public Works Director

Agenda Item # 11.3

Motion to Authorize Mayor and City Manager to Enter into a Contract with Bolton & Menk, Inc. for Professional Services for Engineering Design Services for the Lift Station 13 Force Main - Phase 2, Improvement Project No. 23-30.

Executive Summary

Council is requested to approve a contract with Bolton & Menk, Inc. for professional design and engineering services for the Lift Station 13 Force Main - Phase 2 project, Improvement Project No. 23-30 in the amount of \$137,428.

Background

Lift station 13 and the approximately 4,440 feet of associated 20" diameter force main is considered a critical component of the City's sewer system. Due to the continuous length of the force main run and the need to cross a county highway, attempting to bypass this force main in the event of an emergency is very difficult and costly. In 2020, the City had two failures of the Lift Station 13 sanitary sewer force main under the I-35W Service Drive. Upon excavation of these failures, it was discovered that the cement mortar lining on the inside of the pipe at the failure locations is almost entirely gone and severe corrosion of the pipe had occurred. It is unknown if the corrosion issues are limited to certain areas or are representative of a significant portion of the force main.

A plan was initiated to create a project broken into two phases to replace the force main and complete improvements to the lift station to increase reliability and rectify some key concerns with the overall system. Phase 1 of the Lift Station 13 Force Main project is currently under construction. Phase 1 consists of replacing the force main from the north side of 95th Avenue to 93rd Avenue with a new gravity sanitary sewer pipe. The proposed Lift Station 13 Force Main - Phase 2 project will replace the remaining force main, from the new gravity sanitary sewer line on the north side of 95th Avenue to Lift Station 13 and complete a rehabilitation of Lift Station 13, including a new control panel building, top slab, hatches and other preventative maintenance improvements.

Staff has asked two consultant engineering firms in the City's approved engineering pool for proposals to prepare plans and specifications for the Phase 2 project. Construction services will be negotiated as a separate contract with the successful firm when the project plans and specifications have been completed and the project is out for bid.

The two consultants and the proposal amounts are as follows:

Short Elliott Hendrickson - \$158,893

Bolton & Menk, Inc. - \$137,428

Staff has reviewed both proposals and found that both proposals demonstrated a thorough understanding of the project and showed appropriate resources to complete the plans and specifications in a timely manner. Staff has worked extensively with both firms on numerous projects and feel that both firms would provide a quality product that would benefit the City of Blaine. Bolton & Menk, Inc. has recently completed a similar design for a lift station rehabilitation and force main replacement as a part of the 89th Avenue and Davenport Street Area Reconstruction project. In addition, Bolton & Menk's proposal was the lowest price, therefore staff is recommending that the City Council award the contract to Bolton & Menk, Inc.

Strategic Plan Relationship

This project aligns with the City's strategic plan goal of well-maintained infrastructure by providing high quality sewer services. This action relates directly to the City of Blaine Strategic Plan Item No. 6 -Well Maintained Infrastructure and Desired Outcome - Reliable Utility Systems. This work will improve the conditions of Lift Station 13 facilities to meet system demands and maintain the quality of the City's infrastructure.

Board/Commission Review

Not required.

Financial Impact

The design contract attached is \$137,428; staff recommends a 10% contingency for the contract to bring the total project budget to \$151,170. The total budget appropriated to date for Lift Station 13 improvements is \$1,353,865; the total project budget is \$6 million. The current appropriated budget is adequate to cover the contract cost.

Public Outreach/Input

Not required.

Staff Recommendation

By motion, authorize the Mayor and City Manager to enter into a contract with Bolton & Menk, Inc. in the amount of \$137,428 for the Design of Lift Station 13 Force Main, Phase 2 Project, Improvement

Project No. 23-30. In addition, authorize a 10% contingency to bring the total project budget to \$151,170 and authorize the City Manager or their designee to sign all change orders up to the authorized project budget amount.

Attachment List

1. 2023-10-06 Bolton Menk Proposal for Blaine 21-30 RFP
2. Location Map Phase 2



**BOLTON
& MENK**

Real People. Real Solutions.

3507 High Point Drive North
Bldg. 1 Suite E130
Oakdale, MN 55128

Ph: (651) 704-9970
Bolton-Menk.com

October 6, 2023

Cody Sylvester, P.E.
Project Engineer
City of Blaine
10801 Town Square Drive NE
Blaine, MN 55449

RE: Proposal for **Lift Station 13 Force Main Project – Phase 2**
City of Blaine, MN

Mr. Sylvester:

As requested, the project scope and proposed fees have been prepared for the new force main and modifications to the Lift Station 13 site. Based on our understanding, the project will consist of design services for the following major components:

- Install approximately 2,700 LF of force main from the north side of 95th Ave to Lift Station 13 site.
- Modifications to Lift Station 13 site consist of:
 - New precast valve vault with new valves and bypass connection.
 - New precast lift station control building and controls.
 - Wet well rehabilitation consists of:
 - Guide rail replacement
 - Base elbow replacement
 - New piping in the existing wet well
 - New floats and sonar transducer
 - New explosion proof light
 - New top slab with new hatch with integrated safety grating
 - Coating/lining system for entire wet well structure
 - Larger manhole hatch on upstream manhole to assist with bypass pumping.
 - Removal of all existing force main valves and valve manholes
 - Miscellaneous site work around lift station and new driveway access to lift station.

Details of our project scope, fee and schedule are provided below.

Project Scope

Task 1 – Preliminary Survey Services

As part of Task 1, we will perform the following:

- Site inspection and as-built research.
- Coordinate geotechnical investigation and submit a preliminary geotechnical evaluation report.
- Topographic survey, including private utility documentation.
- Preliminary wetland investigation.

Task 2 – System Analysis

As part of Task 2, we will perform the following:

- Verify the required size, alignments, and construction methods for the new force main.
- Verify lift station modifications.
- Provide report with recommendation for final design.
- Provide preliminary cost estimates.
- Attend one meeting with City staff to discuss and identify design parameters for final plans and specifications.

Task 3 – Final Design Services

As part of Task 3, we will perform the following:

- Apply for and obtain all applicable permitting (i.e. watershed permit, MPCA storm water permit, Anoka County permits, and MnDOT permits).
- Engineer's estimate of construction costs.
- Preparation of plans and specifications.
- Assistance with bidding by answering contractor questions and preparing addendums if required (it is understood the city will submit the ad-for-bid, open the bids, and prepare the bid abstract).
- Delivery of electronic copies of design files (i.e. plans, specifications, cost estimates, permits, AutoCAD).

Proposed Fee

The following table summarizes the cost breakdown for each task. A detailed summary of our estimated hours and hourly rates is attached to this proposal.

Estimated Fees		
Task	Description	Amount
1	Preliminary Survey Services	\$36,258
2	System Analysis	\$14,712
3	Final Design Services	\$86,458
	Total Estimated Fee	\$137,428

Task 1 includes costs for wetland investigation. Even though this task was not directly requested, we believe this task will be beneficial because of the project's proximity to the Blaine Airport Rich Fen Scientific and Natural Area. We estimate the wetland investigation to cost \$3,554.

Task 1 does not include cost for the preliminary geotechnical evaluation report. We estimate the report will cost \$8,000 and will be invoiced to the City separately.

Tasks 1 – 3 shall be Hourly Not to Exceed, subject only to adjustments for a change in scope of services performed agreed upon in writing by the City and the Consultant.

A separate proposal will be submitted for construction services costs following completion of the final design services task.

Proposed Project Schedule

The following schedule allows for construction to be completed during the 2024 construction season:

Proposed Project Schedule	
Council approves consultant contract, orders project, authorizes plans/specs	October 16, 2023
Perform preliminary survey and system analysis	Oct 2023 – Dec 2023
Final Design and prepare plans/specs	Dec 2023 – March 2024
Open Bids	April 2024
Award Contract	May 2024
Construction	Spring/Summer 2024

Acceptance

Please indicate your acceptance of this proposal by signing on the signature block below and returning a copy to us. We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions regarding this proposal, please contact me at 651-968-7742.

Bolton & Menk, Inc.



Michael Nill, P.E. (MN, WI)
Principal Engineer

City of Blaine

By: _____

Printed Name: Tim Sanders

Title: Mayor

Date: _____

By: _____

Printed Name: Michelle A. Wolfe

Title: City Manager

Date: _____

Fee Schedule: Lift Station 13 Force Main Project - Phase 2																				
Task No.	Work Task Description	Principal Engineer/ Project Manager	Design Engineer	Engineering Technician	Water Resources Project Manager	Water Resources Design Engineer	Trenchless Project Manager	Environmental Project Manager	Environmental Project Engineer	Environmental Technican	Structural Engineer	Structural Technician	Coating Specialist	Electrical Engineer	Survey Manager	Survey Technician	Surveyor	Natural Resources Specialist	Total Hours	Total Cost
Task 1 - Preliminary Survey Services																				
1.1	Site Inspections & As-Built Research	2	8	16															26	\$3,742
1.2	Topographic Survey		4												8	24	120		156	\$26,596
1.3	Wetland Investigation		2															24	26	\$3,554
1.4	Private Utility Coordination		4													8			12	\$1,532
1.5	Geotechnical Coordination		2	4															6	\$834
	Sub-Total Task 1																			\$36,258
Task 2 - System Anaylsis																				
2.1	Force Main Capacity & Alignment Verification		4	8			16	4	8										40	\$6,912
2.2	System Anaylsis & Improvement Report		4	8			4	8	16										40	\$6,612
2.3	Evaluation Meeting with City	2					2	2											6	\$1,188
	Sub-Total Task 2																			\$14,712
Task 3 - Final Design Services																				
3.1	Project Management, Coordination, Meetings	8					8	8											24	\$4,752
3.2	Final Design & Cost Estimates	8	32	64			8	8	32		12		10	20					194	\$31,472
3.3	Preparation of Plans and Specs	8	48	128			8	8	20	20		8							248	\$36,220
3.4	Assistance with Bidding	2	4	4			2	4	4										20	\$3,374
3.5	Permit & Agency Coordination (Anoka County, RCWD, MnDOT, MPCA)		8	24	8	40													80	\$10,640
	Sub-Total Task 3																			\$86,458
	Total Hours	30	120	256	8	40	48	42	80	20	12	8	10	20	8	32	120	24	878	
	Hourly Rate	\$203.00	\$157.00	\$130.00	\$163.00	\$124.00	\$198.00	\$193.00	\$163.00	\$144.00	\$180.00	\$144.00	\$200.00	\$200.00	\$192.00	\$113.00	\$181.00	\$135.00		
	Total Cost	\$6,090	\$18,840	\$33,280	\$1,304	\$4,960	\$9,504	\$8,106	\$13,040	\$2,880	\$2,160	\$1,152	\$2,000	\$4,000	\$1,536	\$3,616	\$21,720	\$3,240		\$137,428

LIFT STATION 13 FORCE MAIN PROJECT

LOCATION MAP





City of Blaine Staff Report

File Number: 2023-499

Agenda Date	Status
October 16, 2023	
In Control	File Type
City Council	Resolution

Administration - Jason Zimmerman, Finance Director

Agenda Item # 11.4

Resolution Providing for the Competitive Negotiated Sale of \$24,665,000 General Obligation Improvement and Utility Revenue Bonds, Series 2023A

Executive Summary

Council is requested to authorize the competitive negotiated sale of General Obligation Improvement and Utility Revenue Bonds in order to finance various utility infrastructure activities, pavement management projects, and the acquisition of capital equipment, consistent with the 2023-2027 Capital Improvement Plan.

Background

Consistent with the 2023-2027 Capital Improvement Plan, utility infrastructure improvements, pavement management projects, and various equipment purchases (exhibit B) have been anticipated to be funded through bond proceeds.

The Series 2023A Bonds are a general obligation of the City, secured by its full faith and credit and taxing power. The Bonds have been structured with a repayment term of 20 years for utility improvements, 15 years for pavement management projects, and five years for equipment purchases.

Debt service is anticipated to be financed as follows:

- Utility Improvements - Fees charged to utility customers (Water, Sewer, Surface Water).
- Pavement Management Projects - Special Assessments applied to benefiting property owners and the property tax levy.
- Equipment Purchases - Fees charged to utility customers and the property tax levy.

The City has retained Baker Tilly as its independent municipal advisor for the sale of the bonds and is requesting authorization for them to solicit proposals in accordance with Minnesota Statutes. In

conjunction with the sale, Baker Tilly is to prepare the Official Statement for the Bonds, with the cooperation of City staff, and to execute and deliver it on behalf of the City upon its completion. Baker Tilly has also provided a Pre-Sale Summary outlining the sale date, amount, and structure of the proposed bond.

Significant Dates - 2023A Bond Sale (Anticipated):

Mon., Oct. 16	City Council considers Resolution authorizing sale
Mon., Oct. 30	Comments to Baker Tilly on first draft of Preliminary Official Statement
Week of Nov. 6	Rating Conference conducted
Thu., Nov. 16	Receipt of rating and rating report
Mon., Dec. 4	Sale of the Bonds (10:30 am) and consideration of award of the Bonds (7:00 pm)
Wed., Dec. 20	Receipt of proceeds and settlement of the Bonds

Strategic Plan Relationship

The issuance of debt to finance street improvements aligns with the City's adopted strategic priorities of a well-maintained infrastructure and financial stability.

Board/Commission Review

Not required.

Financial Impact

The proceeds of the bond sale will be used to fund infrastructure improvements and the acquisition of capital equipment, consistent with the 2023-2027 Capital Improvement Plan. The associated debt is anticipated to be repaid with the general tax levy and revenues generated by the benefiting utility funds. The full financial impact will be known at the time Council considers approval of bond sale, which is scheduled to take place on December 4, 2023.

Public Outreach/Input

This action serves to notify the public of the City's intent to issue bonds to finance improvements and acquisition of capital equipment.

Staff Recommendation

By motion, adopt the resolution providing for the competitive negotiated sale of \$24,665,000 General Obligation Improvement and Utility Revenue Bonds, Series 2023A

Attachment List

1. Exhibit A - Resolution with Terms of Proposal

2. Exhibit B - Summary of Purchases to be Funded with Debt Proceeds
3. Pre-Sale Summary 2023A



City of Blaine

Signature Copy

Resolution:

Resolution Providing for the Competitive Negotiated Sale of \$24,665,000 General Obligation Improvement and Utility Revenue Bonds, Series 2023A

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

1. Finding; Amount and Purpose. It is hereby found, determined and declared that the City of Blaine, Minnesota (the "City"), should issue its \$24,665,000 General Obligation Improvement, Utility and Equipment Bonds, Series 2023A, to finance (i) various street improvements; (ii) utility projects within the City, and (iii) the acquisition of various capital equipment.
2. Meeting. This City Council shall meet on the date and at the time and place specified in the form of Terms of Proposal attached hereto as **Exhibit A** for the purpose of awarding the sale of the Bonds.
3. Competitive Negotiated Sale. The City has retained Baker Tilly Municipal Advisors, LLC ("Baker Tilly MA") as an independent municipal advisor, and the City Council hereby determines to sell the Bonds by private negotiation, by way of a competitive sale in response to Terms of Proposal for the Bonds which are not published in any newspaper or journal.
4. Terms of Proposal. The terms and conditions of the Bonds and the sale thereof are fully set forth in the "Terms of Proposal" attached hereto as **Exhibit A** and hereby made a part hereof.
5. Official Statement. The City Finance Director and other officers or employees of the City are hereby authorized to participate with Baker Tilly MA in the preparation of an official statement for the Bonds.

EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF
THE CITY OF BLAINE, MINNESOTA

HELD: October 16, 2023

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Blaine, Minnesota, was duly called and held in said City on Monday, on the 16th day of October, 2023, at 7:00 o'clock P.M.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION PROVIDING FOR THE COMPETITIVE
NEGOTIATED SALE OF \$24,665,000 GENERAL OBLIGATION
IMPROVEMENT, UTILITY AND EQUIPMENT BONDS, SERIES 2023A

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

1. Finding; Amount and Purpose. It is hereby found, determined and declared that the City of Blaine, Minnesota (the "City"), should issue its \$24,665,000 General Obligation Improvement, Utility and Equipment Bonds, Series 2023A, to finance (i) various street improvements; (ii) utility projects within the City, and (iii) the acquisition of various capital equipment.
2. Meeting. This City Council shall meet on the date and at the time and place specified in the form of Terms of Proposal attached hereto as **Exhibit A** for the purpose of awarding the sale of the Bonds.
3. Competitive Negotiated Sale. The City has retained Baker Tilly Municipal Advisors, LLC ("Baker Tilly MA") as an independent municipal advisor, and the City Council hereby determines to sell the Bonds by private negotiation, by way of a competitive sale in response to Terms of Proposal for the Bonds which are not published in any newspaper or journal.
4. Terms of Proposal. The terms and conditions of the Bonds and the sale thereof are fully set forth in the "Terms of Proposal" attached hereto as **Exhibit A** and hereby made a part hereof.

5. Official Statement. The City Finance Director and other officers or employees of the City are hereby authorized to participate with Baker Tilly MA in the preparation of an official statement for the Bonds.

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

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
CITY OF BLAINE)
ANOKA AND RAMSEY COUNTIES)

I, the undersigned, being the duly qualified and acting Clerk of the City of Blaine, Minnesota (the “City”), DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes with the original minutes of a meeting of the City Council called and held on the date therein indicated, which are on file and of record in my office, and the same is a full, true and complete transcript therefrom insofar as the same relates to the City’s \$24,665,000 General Obligation Improvement, Utility and Equipment Bonds, Series 2023A.

WITNESS my hand as such Clerk of the City this _____ day of _____, 2023.

City Clerk

EXHIBIT A
THE CITY HAS AUTHORIZED BAKER TILLY MUNICIPAL ADVISORS, LLC TO NEGOTIATE THIS
ISSUE ON ITS BEHALF. PROPOSALS WILL BE RECEIVED ON THE FOLLOWING BASIS:

TERMS OF PROPOSAL

\$24,665,000*

CITY OF BLAINE, MINNESOTA

GENERAL OBLIGATION IMPROVEMENT, UTILITY AND EQUIPMENT BONDS, SERIES 2023A

(BOOK ENTRY ONLY)

Proposals for the above-referenced obligations (the “Bonds”) will be received by the City of Blaine, Minnesota (the “City”) on Monday, December 4, 2023 (the “Sale Date”) until 10:30 A.M., Central Time (the “Sale Time”) at the offices of Baker Tilly Municipal Advisors, LLC (“Baker Tilly MA”), 30 East 7th Street, Suite 3025, Saint Paul, MN 55101, after which time proposals will be opened and tabulated. Consideration for award of the Bonds will be by the City Council at its meeting commencing at 7:00 P.M., Central Time, of the same day.

SUBMISSION OF PROPOSALS

Baker Tilly MA will assume no liability for the inability of a bidder or its proposal to reach Baker Tilly MA prior to the Sale Time, and neither the City nor Baker Tilly MA shall be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. All bidders are advised that each proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner in which the proposal is submitted.

(a) **Sealed Bidding.** Completed, signed proposals may be submitted to Baker Tilly MA by email to bids@bakertilly.com and must be received prior to the Sale Time.

OR

(b) **Electronic Bidding.** Proposals may also be received via PARITY®. For purposes of the electronic bidding process, the time as maintained by PARITY® shall constitute the official time with respect to all proposals submitted to PARITY®. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY® for purposes of submitting its electronic proposal in a timely manner and in compliance with the requirements of the Terms of Proposal.* Neither the City, its agents, nor PARITY® shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the City, its agents, nor PARITY® shall be responsible for a bidder’s failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY®. The City is using the services of PARITY® solely as a communication mechanism to conduct the electronic bidding for the Bonds, and PARITY® is not an agent of the City.

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

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

*Preliminary; subject to change.

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly US, LLP, an accounting firm. Baker Tilly US, LLP trading as Baker Tilly is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2023 Baker Tilly Municipal Advisors, LLC.

DETAILS OF THE BONDS

The Bonds will be dated as of the date of delivery and will bear interest payable on February 1 and August 1 of each year, commencing August 1, 2024. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Bonds will mature February 1 in the years and amounts* as follows:

2025	\$1,380,000	2030	\$1,100,000	2035	\$1,315,000	2040	\$670,000
2026	\$1,555,000	2031	\$1,140,000	2036	\$1,365,000	2041	\$710,000
2027	\$1,610,000	2032	\$1,180,000	2037	\$1,410,000	2042	\$740,000
2028	\$1,675,000	2033	\$1,225,000	2038	\$1,470,000	2043	\$775,000
2029	\$1,730,000	2034	\$1,260,000	2039	\$1,540,000	2044	\$815,000

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

BOOK ENTRY SYSTEM

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

REGISTRAR

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

OPTIONAL REDEMPTION

The City may elect on February 1, 2033 and on any day thereafter, to redeem Bonds due on or after February 1, 2034. Redemption may be in whole or in part and if in part at the option of the City and in such manner as the City shall determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All redemptions shall be at a price of par plus accrued interest.

SECURITY AND PURPOSE

The Bonds will be general obligations of the City for which the City will pledge its full faith and credit and power to levy direct general ad valorem taxes. In addition, the City will pledge special assessments filed against benefited properties and net revenues from the City's water, sewer, and storm water utility funds for repayment of a portion of the Bonds. The proceeds of the Bonds will be used to finance (i) various street improvements; (ii) utility projects within the City, and (iii) the acquisition of various capital equipment.

NOT BANK QUALIFIED TAX-EXEMPT OBLIGATIONS

The City will not designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

BIDDING PARAMETERS

Proposals shall be for not less than \$24,665,000 (Par) plus accrued interest, if any, on the total principal amount of the Bonds. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity as stated on the proposal must be 98.0% or greater.

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

No proposal can be withdrawn or amended after the time set for receiving proposals on the Sale Date unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

ESTABLISHMENT OF ISSUE PRICE

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

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

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

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

If all of the requirements of a "competitive sale" are not satisfied, the City shall advise the Purchaser of such fact prior to the time of award of the sale of the Bonds to the Purchaser. **In such event, any proposal submitted will not be subject to cancellation or withdrawal.** Within twenty-four (24) hours of the notice of award of the sale of the Bonds, the Purchaser shall advise the City and Baker Tilly MA if 10% of any maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) has been sold to the public and the price at which it was sold. The City will treat such sale price as the "issue price" for such

maturity, applied on a maturity-by-maturity basis. The City will not require the Purchaser to comply with that portion of the Regulation commonly described as the “hold-the-offering-price” requirement for the remaining maturities, but the Purchaser may elect such option. If the Purchaser exercises such option, the City will apply the initial offering price to the public provided in the proposal as the issue price for such maturities. If the Purchaser does not exercise that option, it shall thereafter promptly provide the City and Baker Tilly MA the prices at which 10% of such maturities are sold to the public; provided such determination shall be made and the City and Baker Tilly MA notified of such prices whether or not the closing date has occurred, until the 10% test has been satisfied as to each maturity of the Bonds or until all of the Bonds of a maturity have been sold.

GOOD FAITH DEPOSIT

To have its proposal considered for award, the Purchaser is required to submit a good faith deposit via wire transfer to the City in the amount of \$246,650 (the “Deposit”) no later than 1:30 P.M., Central Time on the Sale Date. The Purchaser shall be solely responsible for the timely delivery of its Deposit, and neither the City nor Baker Tilly MA have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the City may, at its sole discretion, reject the proposal of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

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

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

AWARD

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

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

BOND INSURANCE AT PURCHASER'S OPTION

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

CUSIP NUMBERS

If the Bonds qualify for the assignment of CUSIP numbers such numbers will be printed on the Bonds; however, neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the Purchaser to accept delivery of the Bonds. Baker Tilly MA will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the Purchaser.

SETTLEMENT

On or about December 21, 2023, the Bonds will be delivered without cost to the Purchaser through DTC in New York, New York. Delivery will be subject to receipt by the Purchaser of an approving legal opinion of Kennedy & Graven, Chartered of Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the City or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Bonds has been made impossible by action of the City, or its agents, the Purchaser shall be liable to the City for any loss suffered by the City by reason of the Purchaser's non-compliance with said terms for payment.

CONTINUING DISCLOSURE

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

OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Bonds, and said Preliminary Official Statement has been deemed final by the City as of the date thereof within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For an electronic copy of the Preliminary Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the City, Baker Tilly Municipal Advisors, LLC, by telephone (651) 223-3000, or by email bids@bakertilly.com. The Preliminary Official Statement will also be made available at <https://bondcalendar.bakertilly.com/>.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts, and interest rates of the Bonds, together with any other information required by law. By awarding the Bonds to the Purchaser, the City agrees that, no more than seven business days after the date of such award, it shall provide to the Purchaser an electronic copy of the Final Official Statement. The City designates the Purchaser as its agent for purposes of distributing the Final Official Statement to each syndicate member, if applicable. The Purchaser agrees that if its proposal is accepted by the City, (i) it shall accept designation and (ii) it shall enter into a contractual relationship with its syndicate members for purposes of assuring the receipt of the Final Official Statement by each such syndicate member.

Dated October 16, 2023

BY ORDER OF THE CITY COUNCIL
/s/ Cathy Sorensen
City Clerk

Exhibit B

Fund and Type	Amount
Capital Equipment	3,007,610
Capital Equipment	3,007,610
Pavement Management	10,506,143
23-06 NW Area Reconstruction	3,452,367
23-07 SW Area Reconstruction	3,394,975
23-08 SE Area Reconstruction	3,658,801
Sewer Utility	5,773,654
23-06 NW Area Reconstruction	72,049
23-07 SW Area Reconstruction	60,682
23-08 SE Area Reconstruction	55,923
Capital Equipment	480,000
Utility Projects	5,105,000
Stormwater Utility	1,795,000
Capital Equipment	860,000
Utility Projects	935,000
Water Utility	3,167,899
23-06 NW Area Reconstruction	159,721
23-07 SW Area Reconstruction	524,927
23-08 SE Area Reconstruction	126,751
Capital Equipment	324,500
Utility Projects	2,032,000
Grand Total	24,250,306

City of Blaine, Minnesota Pre-Sale Summary for Issuance of Bonds

\$24,665,000 General Obligation Improvement, Utility and Equipment Bonds, Series 2023A

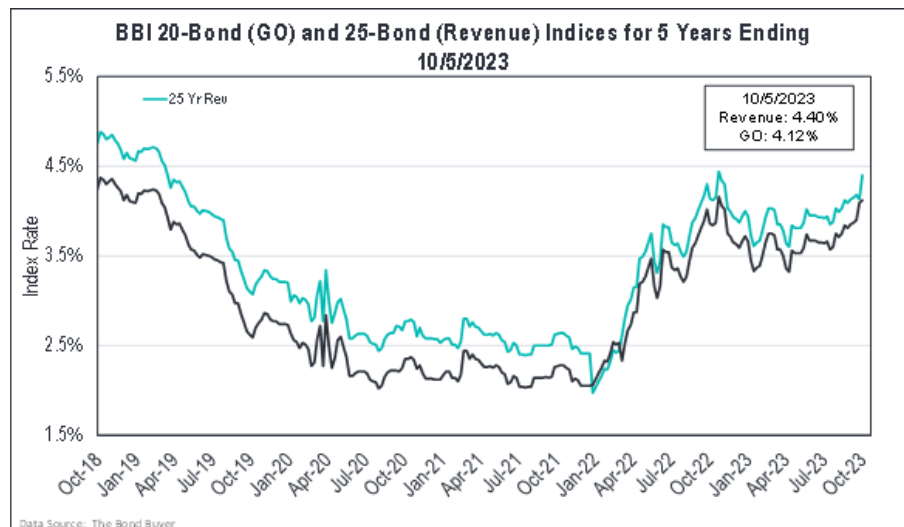
The Council has under consideration the issuance of bonds (the “Bonds”) to finance (i) various street improvement projects (the “Improvement Portion”), (ii) improvements to the water, sanitary sewer and storm sewer utility systems (“Utility Portion”), and (iii) the acquisition of capital equipment (the “Equipment Portion”). This document provides information relative to the proposed issuance.

KEY EVENTS: The following summary schedule includes the timing of key events that will occur relative to the bond issuance:

October 16, 2023	Council sets sale date and terms
Week of November 6, 2023	Rating conference is conducted
December 4, 2023, 10:30 a.m.	Competitive bids are received
December 4, 2023, 7:00 p.m.	Council considers award of the Bonds
December 21, 2023	Proceeds are received

RATING: An application will be made to S&P Global Ratings (S&P) for a rating on the Bonds. The City’s general obligation debt is currently rated “AAA” by S&P.

THE MARKET: Performance of the tax-exempt market is often measured by the Bond Buyer’s Index (“BBI”) which measures the yield of high-grade municipal bonds in the 20th year for general obligation bonds rated Aa2 by Moody’s or AA by S&P (the BBI 20-Bond GO Index) and the 30th year for revenue bonds rated A1 by Moody’s or A+ by S&P (the BBI 25-Bond Revenue Index). The following chart illustrates these two indices over the past five years:



BOND SUMMARY: The Bonds are being issued pursuant to Minnesota Statutes, Chapters 475, 429, 444, and Section 412.301. Although the principal maturities of the Bonds are presented in this document by individual statutory authority and purpose, the Bonds will be offered and sold as one series. The primary projects financed with the Bonds are listed below. Specific details regarding the projects are provided in the City's Capital Improvement Plan.

PROJECT SUMMARY

- Project 23-06 Northwest Area Street Reconstruction
- Project 23-07 Southwest Area Street Reconstruction
- Project 23-06 Southeast Area Street Reconstruction
- Sanitary Sewer Lift Station Rehabilitations
- Storm Sewer Infiltration Basin, CIPP Lining and Equipment
- Water Treatment Plant Rehabilitation, Wellhouse Replacement and Equipment
- Public Safety Vehicles

The Bonds will be a general obligation of the City, secured by its full faith and credit and taxing power and paid from a combination of ad valorem taxes, special assessments against benefited properties, and utility system revenues.

SCHEDULES ATTACHED: Schedules for the Bonds include (i) sources and uses of funds, (ii) estimated net debt service schedules (summary and by purpose); and (iii) an estimated assessment schedule.

RISKS/SPECIAL CONSIDERATIONS: The outcome of this financing will rely on the market conditions at the time of the sale. Any projections included herein are estimates based on current market conditions.

SALE TERMS AND MARKETING: Variability of Issue Size: A specific provision in the sale terms permits modifications to the issue size and/or maturity structure to customize the issue once the price and interest rates are set on the day of sale.

Prepayment Provisions: Bonds maturing on or after February 1, 2034, may be prepaid at a price of par plus accrued interest on or after February 1, 2033.

Bank Qualification: The City expects to issue more than \$10 million in tax-exempt obligations in 2023; therefore, the Bonds are not designated as bank qualified.

\$10,685,000

Improvement Portion

PURPOSE:	The proceeds of the Improvement Portion will be used to finance street reconstruction related to Projects 23-06, 23-07 and 23-08.
AUTHORITY:	<u>Statutory Authority:</u> The Improvement Portion is being issued pursuant to Minnesota Statutes, Chapters 429 and 475. <u>Statutory Requirements:</u> Pursuant to Minnesota Statute, at least 20% of the City's share of the estimated cost of projects must be paid from special assessments. The projects being financed meet this requirement.
SECURITY AND SOURCE OF PAYMENT:	The Improvement Portion is a general obligation of the City, secured by its full faith and credit and taxing power. In addition, the City will pledge special assessments against benefitted properties for repayment of a portion of the debt service. The City will certify its first levy in 2023 for collection year 2024. Each year's collection of taxes and assessments will be used to make the August 1 interest payment due in the collection year and the February 1 principal and interest payment due in the following year. Special assessments in the principal amounts of \$2,446,413 are expected to be filed in 2023 for first collection in 2024. The assessments will be collected over a term of fifteen years with equal annual payment of principal. Interest on the unpaid balance will be charged at a rate of 3.50% as provided by the City.
STRUCTURING SUMMARY:	In consultation with the City staff, principal repayment is structured over a term of 15 years around the projected future income stream from special assessments to achieve an approximately even annual levy requirement.

\$10,920,000

Utility Revenue Portion

PURPOSE:	The proceeds of the Utility Revenue Portion will be used to finance various water, sanitary sewer, and storm water system improvements as well as equipment to support the utilities.
AUTHORITY:	<u>Statutory Authority:</u> The Utility Revenue Portion is being issued pursuant to Minnesota Statutes, Chapters 475 and 444. <u>Statutory Requirements:</u> Pursuant to Minnesota Statute, Chapter 444, and the resolution awarding the Bonds, the City will covenant to maintain rates in an amount sufficient to generate revenues to support the operation of the City's water, sewer, and surface water utility funds (the "Utility Funds") and to pay 105% of debt service on the Utility Portion and any other outstanding obligations of the City that are payable from the Utility Funds. The City recently completed a rate study of all three utilities and has implemented the plan to ensure compliance.

**SECURITY AND
SOURCE OF
PAYMENT:**

The Utility Revenue Portion is a general obligation of the City, secured by its full faith and credit and taxing power. The City will pledge user fees of the water, sanitary sewer, and storm water utilities to pay the obligations and does not anticipate the need to levy for debt service.

The City currently has two (2) other bond issues outstanding payable from the City's Utility Funds. The projected maximum calendar year debt service payable from the Utility Funds including the 2023A Bonds is estimated to be \$3,608,970. The table below shows the calculation of net revenues available to pay debt service from the Utility Funds using results of the fiscal year audit ending December 31, 2023:

<u>2022 Net Revenues - Utility Funds</u>	<u>Public Utilities</u>
Operating Revenues	\$ 21,542,950
Operating Expenses	<u>(19,580,675)</u>
Operating Income	1,962,275
Add: Back Depreciation	3,472,900
Add: Investment Earnings	<u>(1,092,403)</u>
Net Revenues Available for D/S	\$ 4,342,772
Projected Max Debt Service	<u>3,608,970</u>
Remaining Capacity	\$ 733,802
Estimated Coverage	1.20

**STRUCTURING
SUMMARY:**

In consultation with the City staff, principal repayment is structured over a term of twenty (20) years to result in equal annual payments of principal and interest.

\$3,060,000

Equipment Portion

PURPOSE:

Proceeds of the Equipment Portion will be used to finance the acquisition of various capital equipment associated with the City's water, sanitary sewer and storm water utility systems and the Public Safety Department.

AUTHORITY:

Statutory Authority: The Equipment Portion is being issued pursuant to Minnesota Statutes Chapter 475 and Section 412.301.

Statutory Requirements: Pursuant to Minnesota Statutes, Section 412.301, if the total amount of the equipment certificates exceeds ¼ of 1% of the estimated market value of taxable property in the City, the City must publish a notice in the paper allowing for a petition requiring a referendum. One-quarter of one percent of the City's Pay 2023 estimated market value is \$25.6 million (\$20.2 billion estimated market value x 0.25%); therefore, a notice is not required.

**SECURITY AND
SOURCE OF
PAYMENT:**

The Equipment Portion will be a general obligation of the City, secured by its full faith and credit and taxing power and will be repaid from general ad valorem taxes.

The City will certify its first levy in 2023 for collection year 2024. Each year's collection of taxes and assessments will be used to make the August 1 interest payment due in the collection year and the February 1 principal and interest payment due in the following year.

**STRUCTURING
SUMMARY:**

In consultation with City Staff, the Equipment Portion has been structured with a term of 5 years from the date of issuance and having level annual debt service payments

Post Issuance Compliance

**POST ISSUANCE
COMPLIANCE:**

The issuance of the Bonds will result in post-issuance compliance responsibilities. The responsibilities are in two primary areas: (i) compliance with federal arbitrage requirements and (ii) compliance with secondary disclosure requirements.

Federal arbitrage requirements include a wide range of implications that have been taken into account as this issue has been structured. Post-issuance compliance responsibilities for this tax-exempt issue include both rebate and yield restriction provisions of the IRS Code. In general terms the arbitrage requirements control the earnings on unexpended bond proceeds, including investment earnings, moneys held for debt service payments (which are considered to be proceeds under the IRS regulations), and/or reserves. Under certain circumstances any "excess earnings" will need to be paid to the IRS to maintain the tax-exempt status of the Bonds. Any interest earnings on gross bond proceeds or debt service funds should not be spent until it has been determined based on actual facts that they are not "excess earnings" as defined by the IRS Code.

The arbitrage rules provide for spend-down exceptions for proceeds that are spent within either a 6-month, 18-month or, for certain construction issues, a 24-month period each in accordance with certain spending criteria. Proceeds that qualify for an exception will be exempt from rebate. These exceptions are based on actual expenditures and not based on reasonable expectations, and expenditures, including any investment proceeds will have to meet the spending criteria to qualify for the exclusion. The City expects to meet the 18-month spending exception.

Regardless of whether the issue qualifies for an exemption from the rebate provisions, yield restriction provisions will apply to Bond proceeds (including interest earnings) unspent after three years and the debt service fund throughout the term of the Bonds. These moneys should be monitored until the Bonds are retired.

Secondary disclosure requirements result from an SEC requirement that underwriters provide ongoing disclosure information to investors. To meet this requirement, any prospective underwriter will require the City to commit to providing the information needed to comply under a continuing disclosure agreement.

Baker Tilly Municipal Advisors currently provides both arbitrage and continuing disclosure services to the City. Baker Tilly Municipal Advisors will work with City staff to include the Bonds under the existing Agreement for Municipal Advisor Services.

SUPPLEMENTAL INFORMATION AND BOND RECORD: Supplementary information will be available to staff including detailed terms and conditions of sale, comprehensive structuring schedules and information to assist in meeting post-issuance compliance responsibilities.

Upon completion of the financing, a bond record will be provided that contains pertinent documents and final debt service calculations for the transaction.

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly US, LLP, an accounting firm. Baker Tilly US, LLP trading as Baker Tilly, is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2023 Baker Tilly Municipal Advisors, LLC.

Preliminary

\$24,665,000

City of Blaine, Minnesota

General Obligation Improvement, Utility and Equipment Bonds, Series 2023A

Issue Summary

Total Issue Sources And Uses

Dated 12/21/2023 | Delivered 12/21/2023

	Improvement Portion	Water Portion	Sewer Portion	Storm Portion	Equipment Certificates	Issue Summary
Sources Of Funds						
Par Amount of Bonds	\$10,685,000.00	\$3,225,000.00	\$5,870,000.00	\$1,825,000.00	\$3,060,000.00	\$24,665,000.00
Total Sources	\$10,685,000.00	\$3,225,000.00	\$5,870,000.00	\$1,825,000.00	\$3,060,000.00	\$24,665,000.00
Uses Of Funds						
Deposit to Project Construction Fund	10,506,143.00	3,167,899.00	5,773,654.00	1,795,000.00	3,007,610.00	24,250,306.00
Total Underwriter's Discount (1.200%)	128,220.00	38,700.00	70,440.00	21,900.00	36,720.00	295,980.00
Costs of Issuance	50,225.79	15,159.39	27,592.45	8,578.57	14,383.80	115,940.00
Rounding Amount	411.21	3,241.61	(1,686.45)	(478.57)	1,286.20	2,774.00
Total Uses	\$10,685,000.00	\$3,225,000.00	\$5,870,000.00	\$1,825,000.00	\$3,060,000.00	\$24,665,000.00

Preliminary

\$24,665,000

City of Blaine, Minnesota

General Obligation Improvement, Utility and Equipment Bonds, Series 2023A

Issue Summary

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
02/01/2024	-	-	-	-
08/01/2024	-	-	653,604.11	653,604.11
02/01/2025	1,380,000.00	4.200%	534,767.00	1,914,767.00
08/01/2025	-	-	505,787.00	505,787.00
02/01/2026	1,555,000.00	4.100%	505,787.00	2,060,787.00
08/01/2026	-	-	473,909.50	473,909.50
02/01/2027	1,610,000.00	4.010%	473,909.50	2,083,909.50
08/01/2027	-	-	441,629.00	441,629.00
02/01/2028	1,675,000.00	3.960%	441,629.00	2,116,629.00
08/01/2028	-	-	408,464.00	408,464.00
02/01/2029	1,730,000.00	3.960%	408,464.00	2,138,464.00
08/01/2029	-	-	374,210.00	374,210.00
02/01/2030	1,100,000.00	3.970%	374,210.00	1,474,210.00
08/01/2030	-	-	352,375.00	352,375.00
02/01/2031	1,140,000.00	3.990%	352,375.00	1,492,375.00
08/01/2031	-	-	329,632.00	329,632.00
02/01/2032	1,180,000.00	4.000%	329,632.00	1,509,632.00
08/01/2032	-	-	306,032.00	306,032.00
02/01/2033	1,225,000.00	4.000%	306,032.00	1,531,032.00
08/01/2033	-	-	281,532.00	281,532.00
02/01/2034	1,260,000.00	4.030%	281,532.00	1,541,532.00
08/01/2034	-	-	256,143.00	256,143.00
02/01/2035	1,315,000.00	4.120%	256,143.00	1,571,143.00
08/01/2035	-	-	229,054.00	229,054.00
02/01/2036	1,365,000.00	4.270%	229,054.00	1,594,054.00
08/01/2036	-	-	199,911.25	199,911.25
02/01/2037	1,410,000.00	4.420%	199,911.25	1,609,911.25
08/01/2037	-	-	168,750.25	168,750.25
02/01/2038	1,470,000.00	4.900%	168,750.25	1,638,750.25
08/01/2038	-	-	132,735.25	132,735.25
02/01/2039	1,540,000.00	4.940%	132,735.25	1,672,735.25
08/01/2039	-	-	94,697.25	94,697.25
02/01/2040	670,000.00	4.990%	94,697.25	764,697.25
08/01/2040	-	-	77,980.75	77,980.75
02/01/2041	710,000.00	5.050%	77,980.75	787,980.75
08/01/2041	-	-	60,053.25	60,053.25
02/01/2042	740,000.00	5.110%	60,053.25	800,053.25
08/01/2042	-	-	41,146.25	41,146.25
02/01/2043	775,000.00	5.150%	41,146.25	816,146.25
08/01/2043	-	-	21,190.00	21,190.00
02/01/2044	815,000.00	5.200%	21,190.00	836,190.00
Total	\$24,665,000.00	-	\$10,698,834.61	\$35,363,834.61

Yield Statistics

Bond Year Dollars	\$235,045.56
Average Life	9.530 Years
Average Coupon	4.5518132%
Net Interest Cost (NIC)	4.6777377%
True Interest Cost (TIC)	4.6734418%
Bond Yield for Arbitrage Purposes	4.5076432%
All Inclusive Cost (AIC)	4.7392370%

IRS Form 8038

Net Interest Cost	4.5518132%
Weighted Average Maturity	9.530 Years

2023A GO Imp & Utility Bo | Issue Summary | 10/ 9/2023 | 4:23 PM

Preliminary

\$24,665,000

City of Blaine, Minnesota

General Obligation Improvement, Utility and Equipment Bonds, Series 2023A

Issue Summary

NET DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	Net New D/S	105% of Total	Assessment	Utility Revenues	Required
02/01/2024	-	-	-	-	-	-	-	-	-
02/01/2025	1,380,000.00	4.200%	1,188,371.11	2,568,371.11	2,568,371.11	2,696,789.67	255,854.03	897,192.33	1,543,743.30
02/01/2026	1,555,000.00	4.100%	1,011,574.00	2,566,574.00	2,566,574.00	2,694,902.70	243,010.36	904,797.60	1,547,094.74
02/01/2027	1,610,000.00	4.010%	947,819.00	2,557,819.00	2,557,819.00	2,685,709.95	237,302.06	898,938.60	1,549,469.29
02/01/2028	1,675,000.00	3.960%	883,258.00	2,558,258.00	2,558,258.00	2,686,170.90	231,593.76	903,517.65	1,551,059.49
02/01/2029	1,730,000.00	3.960%	816,928.00	2,546,928.00	2,546,928.00	2,674,274.40	225,885.46	902,219.85	1,546,169.09
02/01/2030	1,100,000.00	3.970%	748,420.00	1,848,420.00	1,848,420.00	1,940,841.00	220,177.18	900,298.35	820,365.47
02/01/2031	1,140,000.00	3.990%	704,750.00	1,844,750.00	1,844,750.00	1,936,987.50	214,468.88	897,706.95	824,811.67
02/01/2032	1,180,000.00	4.000%	659,264.00	1,839,264.00	1,839,264.00	1,931,227.20	208,760.58	899,644.73	822,821.90
02/01/2033	1,225,000.00	4.000%	612,064.00	1,837,064.00	1,837,064.00	1,928,917.20	203,052.28	900,694.73	825,170.20
02/01/2034	1,260,000.00	4.030%	563,064.00	1,823,064.00	1,823,064.00	1,914,217.20	197,343.98	895,654.73	821,218.50
02/01/2035	1,315,000.00	4.120%	512,286.00	1,827,286.00	1,827,286.00	1,918,650.30	191,635.68	905,574.08	821,440.55
02/01/2036	1,365,000.00	4.270%	458,108.00	1,823,108.00	1,823,108.00	1,914,263.40	185,927.38	903,213.68	825,122.35
02/01/2037	1,410,000.00	4.420%	399,822.50	1,809,822.50	1,809,822.50	1,900,313.63	180,219.10	899,106.08	820,988.45
02/01/2038	1,470,000.00	4.900%	337,500.50	1,807,500.50	1,807,500.50	1,897,875.53	174,510.80	898,438.28	824,926.45
02/01/2039	1,540,000.00	4.940%	265,470.50	1,805,470.50	1,805,470.50	1,895,744.03	168,802.50	904,061.03	822,880.50
02/01/2040	670,000.00	4.990%	189,394.50	859,394.50	859,394.50	902,364.23	-	902,364.23	-
02/01/2041	710,000.00	5.050%	155,961.50	865,961.50	865,961.50	909,259.58	-	909,259.58	-
02/01/2042	740,000.00	5.110%	120,106.50	860,106.50	860,106.50	903,111.83	-	903,111.83	-
02/01/2043	775,000.00	5.150%	82,292.50	857,292.50	857,292.50	900,157.13	-	900,157.13	-
02/01/2044	815,000.00	5.200%	42,380.00	857,380.00	857,380.00	900,249.00	-	900,249.00	-
Total	\$24,665,000.00	-	\$10,698,834.61	\$35,363,834.61	\$35,363,834.61	\$37,132,026.34	\$3,138,544.03	\$18,026,200.38	\$15,967,281.93

Dated	12/21/2023
Delivery Date	12/21/2023
First Coupon Date	8/01/2024

Yield Statistics

Bond Year Dollars	\$235,045.56
Average Life	9.530 Years
Average Coupon	4.5518132%
Net Interest Cost (NIC)	4.6777377%
True Interest Cost (TIC)	4.6734418%
Bond Yield for Arbitrage Purposes	4.5076432%
All Inclusive Cost (AIC)	4.7392370%

IRS Form 8038

Net Interest Cost	4.5518132%
Weighted Average Maturity	9.530 Years

Preliminary

\$10,685,000

City of Blaine, Minnesota

General Obligation Improvement, Utility and Equipment Bonds, Series 2023A
Improvement Portion

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
02/01/2024	-	-	-	-
08/01/2024	-	-	275,844.86	275,844.86
02/01/2025	525,000.00	4.200%	225,691.25	750,691.25
08/01/2025	-	-	214,666.25	214,666.25
02/01/2026	585,000.00	4.100%	214,666.25	799,666.25
08/01/2026	-	-	202,673.75	202,673.75
02/01/2027	605,000.00	4.010%	202,673.75	807,673.75
08/01/2027	-	-	190,543.50	190,543.50
02/01/2028	625,000.00	3.960%	190,543.50	815,543.50
08/01/2028	-	-	178,168.50	178,168.50
02/01/2029	640,000.00	3.960%	178,168.50	818,168.50
08/01/2029	-	-	165,496.50	165,496.50
02/01/2030	660,000.00	3.970%	165,496.50	825,496.50
08/01/2030	-	-	152,395.50	152,395.50
02/01/2031	685,000.00	3.990%	152,395.50	837,395.50
08/01/2031	-	-	138,729.75	138,729.75
02/01/2032	705,000.00	4.000%	138,729.75	843,729.75
08/01/2032	-	-	124,629.75	124,629.75
02/01/2033	730,000.00	4.000%	124,629.75	854,629.75
08/01/2033	-	-	110,029.75	110,029.75
02/01/2034	750,000.00	4.030%	110,029.75	860,029.75
08/01/2034	-	-	94,917.25	94,917.25
02/01/2035	775,000.00	4.120%	94,917.25	869,917.25
08/01/2035	-	-	78,952.25	78,952.25
02/01/2036	805,000.00	4.270%	78,952.25	883,952.25
08/01/2036	-	-	61,765.50	61,765.50
02/01/2037	830,000.00	4.420%	61,765.50	891,765.50
08/01/2037	-	-	43,422.50	43,422.50
02/01/2038	865,000.00	4.900%	43,422.50	908,422.50
08/01/2038	-	-	22,230.00	22,230.00
02/01/2039	900,000.00	4.940%	22,230.00	922,230.00
Total	\$10,685,000.00	-	\$4,058,777.61	\$14,743,777.61

Yield Statistics

Bond Year Dollars	\$93,447.22
Average Life	8.746 Years
Average Coupon	4.3433903%
Net Interest Cost (NIC)	4.4806015%
True Interest Cost (TIC)	4.4939125%
Bond Yield for Arbitrage Purposes	4.5076432%
All Inclusive Cost (AIC)	4.5626527%

IRS Form 8038

Net Interest Cost	4.3433903%
Weighted Average Maturity	8.746 Years

2023A GO Imp & Utility Bo | Improvement Portion | 10/ 9/2023 | 4:23 PM

Preliminary

\$10,685,000

City of Blaine, Minnesota

General Obligation Improvement, Utility and Equipment Bonds, Series 2023A
Improvement Portion

NET DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	Net New D/S	105% of Total	Assessment	Required
02/01/2024	-	-	-	-	-	-	-	-
02/01/2025	525,000.00	4.200%	501,536.11	1,026,536.11	1,026,536.11	1,077,862.92	255,854.03	822,008.89
02/01/2026	585,000.00	4.100%	429,332.50	1,014,332.50	1,014,332.50	1,065,049.13	243,010.36	822,038.77
02/01/2027	605,000.00	4.010%	405,347.50	1,010,347.50	1,010,347.50	1,060,864.88	237,302.06	823,562.82
02/01/2028	625,000.00	3.960%	381,087.00	1,006,087.00	1,006,087.00	1,056,391.35	231,593.76	824,797.59
02/01/2029	640,000.00	3.960%	356,337.00	996,337.00	996,337.00	1,046,153.85	225,885.46	820,268.39
02/01/2030	660,000.00	3.970%	330,993.00	990,993.00	990,993.00	1,040,542.65	220,177.18	820,365.47
02/01/2031	685,000.00	3.990%	304,791.00	989,791.00	989,791.00	1,039,280.55	214,468.88	824,811.67
02/01/2032	705,000.00	4.000%	277,459.50	982,459.50	982,459.50	1,031,582.48	208,760.58	822,821.90
02/01/2033	730,000.00	4.000%	249,259.50	979,259.50	979,259.50	1,028,222.48	203,052.28	825,170.20
02/01/2034	750,000.00	4.030%	220,059.50	970,059.50	970,059.50	1,018,562.48	197,343.98	821,218.50
02/01/2035	775,000.00	4.120%	189,834.50	964,834.50	964,834.50	1,013,076.23	191,635.68	821,440.55
02/01/2036	805,000.00	4.270%	157,904.50	962,904.50	962,904.50	1,011,049.73	185,927.38	825,122.35
02/01/2037	830,000.00	4.420%	123,531.00	953,531.00	953,531.00	1,001,207.55	180,219.10	820,988.45
02/01/2038	865,000.00	4.900%	86,845.00	951,845.00	951,845.00	999,437.25	174,510.80	824,926.45
02/01/2039	900,000.00	4.940%	44,460.00	944,460.00	944,460.00	991,683.00	168,802.50	822,880.50
Total	\$10,685,000.00	-	\$4,058,777.61	\$14,743,777.61	\$14,743,777.61	\$15,480,966.49	\$3,138,544.03	\$12,342,422.46

Dated	12/21/2023
Delivery Date	12/21/2023
First Coupon Date	8/01/2024

Yield Statistics

Bond Year Dollars	\$93,447.22
Average Life	8.746 Years
Average Coupon	4.3433903%
Net Interest Cost (NIC)	4.4806015%
True Interest Cost (TIC)	4.4939125%
Bond Yield for Arbitrage Purposes	4.5076432%
All Inclusive Cost (AIC)	4.5626527%

IRS Form 8038

Net Interest Cost	4.3433903%
Weighted Average Maturity	8.746 Years

Preliminary

\$3,225,000

City of Blaine, Minnesota

General Obligation Improvement, Utility and Equipment Bonds, Series 2023A

Water Portion

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
02/01/2024	-	-	-	-
08/01/2024	-	-	89,286.69	89,286.69
02/01/2025	90,000.00	4.200%	73,052.75	163,052.75
08/01/2025	-	-	71,162.75	71,162.75
02/01/2026	110,000.00	4.100%	71,162.75	181,162.75
08/01/2026	-	-	68,907.75	68,907.75
02/01/2027	115,000.00	4.010%	68,907.75	183,907.75
08/01/2027	-	-	66,602.00	66,602.00
02/01/2028	120,000.00	3.960%	66,602.00	186,602.00
08/01/2028	-	-	64,226.00	64,226.00
02/01/2029	125,000.00	3.960%	64,226.00	189,226.00
08/01/2029	-	-	61,751.00	61,751.00
02/01/2030	130,000.00	3.970%	61,751.00	191,751.00
08/01/2030	-	-	59,170.50	59,170.50
02/01/2031	135,000.00	3.990%	59,170.50	194,170.50
08/01/2031	-	-	56,477.25	56,477.25
02/01/2032	140,000.00	4.000%	56,477.25	196,477.25
08/01/2032	-	-	53,677.25	53,677.25
02/01/2033	145,000.00	4.000%	53,677.25	198,677.25
08/01/2033	-	-	50,777.25	50,777.25
02/01/2034	150,000.00	4.030%	50,777.25	200,777.25
08/01/2034	-	-	47,754.75	47,754.75
02/01/2035	160,000.00	4.120%	47,754.75	207,754.75
08/01/2035	-	-	44,458.75	44,458.75
02/01/2036	165,000.00	4.270%	44,458.75	209,458.75
08/01/2036	-	-	40,936.00	40,936.00
02/01/2037	170,000.00	4.420%	40,936.00	210,936.00
08/01/2037	-	-	37,179.00	37,179.00
02/01/2038	180,000.00	4.900%	37,179.00	217,179.00
08/01/2038	-	-	32,769.00	32,769.00
02/01/2039	190,000.00	4.940%	32,769.00	222,769.00
08/01/2039	-	-	28,076.00	28,076.00
02/01/2040	200,000.00	4.990%	28,076.00	228,076.00
08/01/2040	-	-	23,086.00	23,086.00
02/01/2041	210,000.00	5.050%	23,086.00	233,086.00
08/01/2041	-	-	17,783.50	17,783.50
02/01/2042	220,000.00	5.110%	17,783.50	237,783.50
08/01/2042	-	-	12,162.50	12,162.50
02/01/2043	230,000.00	5.150%	12,162.50	242,162.50
08/01/2043	-	-	6,240.00	6,240.00
02/01/2044	240,000.00	5.200%	6,240.00	246,240.00
Total	\$3,225,000.00	-	\$1,848,733.94	\$5,073,733.94

Yield Statistics

Bond Year Dollars	\$38,988.33
Average Life	12.089 Years
Average Coupon	4.7417619%
Net Interest Cost (NIC)	4.8410224%
True Interest Cost (TIC)	4.8359788%
Bond Yield for Arbitrage Purposes	4.5076432%
All Inclusive Cost (AIC)	4.8906318%

IRS Form 8038

Net Interest Cost	4.7417619%
Weighted Average Maturity	12.089 Years

2023A GO Imp & Utility Bo | Water Portion | 10/ 9/2023 | 4:23 PM

Preliminary

\$3,225,000

City of Blaine, Minnesota

General Obligation Improvement, Utility and Equipment Bonds, Series 2023A
Water Portion

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	DS 105%
02/01/2024	-	-	-	-	-
02/01/2025	90,000.00	4.200%	162,339.44	252,339.44	264,956.42
02/01/2026	110,000.00	4.100%	142,325.50	252,325.50	264,941.78
02/01/2027	115,000.00	4.010%	137,815.50	252,815.50	265,456.28
02/01/2028	120,000.00	3.960%	133,204.00	253,204.00	265,864.20
02/01/2029	125,000.00	3.960%	128,452.00	253,452.00	266,124.60
02/01/2030	130,000.00	3.970%	123,502.00	253,502.00	266,177.10
02/01/2031	135,000.00	3.990%	118,341.00	253,341.00	266,008.05
02/01/2032	140,000.00	4.000%	112,954.50	252,954.50	265,602.23
02/01/2033	145,000.00	4.000%	107,354.50	252,354.50	264,972.23
02/01/2034	150,000.00	4.030%	101,554.50	251,554.50	264,132.23
02/01/2035	160,000.00	4.120%	95,509.50	255,509.50	268,284.98
02/01/2036	165,000.00	4.270%	88,917.50	253,917.50	266,613.38
02/01/2037	170,000.00	4.420%	81,872.00	251,872.00	264,465.60
02/01/2038	180,000.00	4.900%	74,358.00	254,358.00	267,075.90
02/01/2039	190,000.00	4.940%	65,538.00	255,538.00	268,314.90
02/01/2040	200,000.00	4.990%	56,152.00	256,152.00	268,959.60
02/01/2041	210,000.00	5.050%	46,172.00	256,172.00	268,980.60
02/01/2042	220,000.00	5.110%	35,567.00	255,567.00	268,345.35
02/01/2043	230,000.00	5.150%	24,325.00	254,325.00	267,041.25
02/01/2044	240,000.00	5.200%	12,480.00	252,480.00	265,104.00
Total	\$3,225,000.00	-	\$1,848,733.94	\$5,073,733.94	\$5,327,420.64

SIGNIFICANT DATES

Dated	12/21/2023
Delivery Date	12/21/2023
First Coupon Date	8/01/2024

Yield Statistics

Bond Year Dollars	\$38,988.33
Average Life	12.089 Years
Average Coupon	4.7417619%
Net Interest Cost (NIC)	4.8410224%
True Interest Cost (TIC)	4.8359788%
Bond Yield for Arbitrage Purposes	4.5076432%
All Inclusive Cost (AIC)	4.8906318%

IRS Form 8038

Net Interest Cost	4.7417619%
Weighted Average Maturity	12.089 Years

Interest rates are estimates. Changes in rates may
cause significant alterations to this schedule.
The actual underwriter's discount bid may also vary.

Preliminary

\$5,870,000

City of Blaine, Minnesota

General Obligation Improvement, Utility and Equipment Bonds, Series 2023A

Sewer Portion

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
02/01/2024	-	-	-	-
08/01/2024	-	-	162,435.47	162,435.47
02/01/2025	165,000.00	4.200%	132,901.75	297,901.75
08/01/2025	-	-	129,436.75	129,436.75
02/01/2026	205,000.00	4.100%	129,436.75	334,436.75
08/01/2026	-	-	125,234.25	125,234.25
02/01/2027	210,000.00	4.010%	125,234.25	335,234.25
08/01/2027	-	-	121,023.75	121,023.75
02/01/2028	220,000.00	3.960%	121,023.75	341,023.75
08/01/2028	-	-	116,667.75	116,667.75
02/01/2029	230,000.00	3.960%	116,667.75	346,667.75
08/01/2029	-	-	112,113.75	112,113.75
02/01/2030	235,000.00	3.970%	112,113.75	347,113.75
08/01/2030	-	-	107,449.00	107,449.00
02/01/2031	245,000.00	3.990%	107,449.00	352,449.00
08/01/2031	-	-	102,561.25	102,561.25
02/01/2032	255,000.00	4.000%	102,561.25	357,561.25
08/01/2032	-	-	97,461.25	97,461.25
02/01/2033	265,000.00	4.000%	97,461.25	362,461.25
08/01/2033	-	-	92,161.25	92,161.25
02/01/2034	275,000.00	4.030%	92,161.25	367,161.25
08/01/2034	-	-	86,620.00	86,620.00
02/01/2035	290,000.00	4.120%	86,620.00	376,620.00
08/01/2035	-	-	80,646.00	80,646.00
02/01/2036	300,000.00	4.270%	80,646.00	380,646.00
08/01/2036	-	-	74,241.00	74,241.00
02/01/2037	315,000.00	4.420%	74,241.00	389,241.00
08/01/2037	-	-	67,279.50	67,279.50
02/01/2038	325,000.00	4.900%	67,279.50	392,279.50
08/01/2038	-	-	59,317.00	59,317.00
02/01/2039	345,000.00	4.940%	59,317.00	404,317.00
08/01/2039	-	-	50,795.50	50,795.50
02/01/2040	360,000.00	4.990%	50,795.50	410,795.50
08/01/2040	-	-	41,813.50	41,813.50
02/01/2041	380,000.00	5.050%	41,813.50	421,813.50
08/01/2041	-	-	32,218.50	32,218.50
02/01/2042	395,000.00	5.110%	32,218.50	427,218.50
08/01/2042	-	-	22,126.25	22,126.25
02/01/2043	415,000.00	5.150%	22,126.25	437,126.25
08/01/2043	-	-	11,440.00	11,440.00
02/01/2044	440,000.00	5.200%	11,440.00	451,440.00
Total	\$5,870,000.00	-	\$3,356,549.72	\$9,226,549.72

Yield Statistics

Bond Year Dollars	\$70,812.22
Average Life	12.063 Years
Average Coupon	4.7400712%
Net Interest Cost (NIC)	4.8395455%
True Interest Cost (TIC)	4.8344183%
Bond Yield for Arbitrage Purposes	4.5076432%
All Inclusive Cost (AIC)	4.8891667%

IRS Form 8038

Net Interest Cost	4.7400712%
Weighted Average Maturity	12.063 Years

2023A GO Imp & Utility Bo | Sewer Portion | 10/ 9/2023 | 4:23 PM

Preliminary

\$5,870,000

City of Blaine, Minnesota

General Obligation Improvement, Utility and Equipment Bonds, Series 2023A

Sewer Portion

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	DS 105%
02/01/2024	-	-	-	-	-
02/01/2025	165,000.00	4.200%	295,337.22	460,337.22	483,354.08
02/01/2026	205,000.00	4.100%	258,873.50	463,873.50	487,067.18
02/01/2027	210,000.00	4.010%	250,468.50	460,468.50	483,491.93
02/01/2028	220,000.00	3.960%	242,047.50	462,047.50	485,149.88
02/01/2029	230,000.00	3.960%	233,335.50	463,335.50	486,502.28
02/01/2030	235,000.00	3.970%	224,227.50	459,227.50	482,188.88
02/01/2031	245,000.00	3.990%	214,898.00	459,898.00	482,892.90
02/01/2032	255,000.00	4.000%	205,122.50	460,122.50	483,128.63
02/01/2033	265,000.00	4.000%	194,922.50	459,922.50	482,918.63
02/01/2034	275,000.00	4.030%	184,322.50	459,322.50	482,288.63
02/01/2035	290,000.00	4.120%	173,240.00	463,240.00	486,402.00
02/01/2036	300,000.00	4.270%	161,292.00	461,292.00	484,356.60
02/01/2037	315,000.00	4.420%	148,482.00	463,482.00	486,656.10
02/01/2038	325,000.00	4.900%	134,559.00	459,559.00	482,536.95
02/01/2039	345,000.00	4.940%	118,634.00	463,634.00	486,815.70
02/01/2040	360,000.00	4.990%	101,591.00	461,591.00	484,670.55
02/01/2041	380,000.00	5.050%	83,627.00	463,627.00	486,808.35
02/01/2042	395,000.00	5.110%	64,437.00	459,437.00	482,408.85
02/01/2043	415,000.00	5.150%	44,252.50	459,252.50	482,215.13
02/01/2044	440,000.00	5.200%	22,880.00	462,880.00	486,024.00
Total	\$5,870,000.00	-	\$3,356,549.72	\$9,226,549.72	\$9,687,877.21

SIGNIFICANT DATES

Dated	12/21/2023
Delivery Date.....	12/21/2023
First Coupon Date.....	8/01/2024

Yield Statistics

Bond Year Dollars.....	\$70,812.22
Average Life.....	12.063 Years
Average Coupon.....	4.7400712%

Net Interest Cost (NIC).....	4.8395455%
True Interest Cost (TIC).....	4.8344183%
Bond Yield for Arbitrage Purposes.....	4.5076432%
All Inclusive Cost (AIC).....	4.8891667%

IRS Form 8038

Net Interest Cost.....	4.7400712%
Weighted Average Maturity.....	12.063 Years

**Interest rates are estimates. Changes in rates may
cause significant alterations to this schedule.
The actual underwriter's discount bid may also vary.**

Preliminary

\$1,825,000

City of Blaine, Minnesota

General Obligation Improvement, Utility and Equipment Bonds, Series 2023A

Storm Portion

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
02/01/2024	-	-	-	-
08/01/2024	-	-	50,485.72	50,485.72
02/01/2025	50,000.00	4.200%	41,306.50	91,306.50
08/01/2025	-	-	40,256.50	40,256.50
02/01/2026	65,000.00	4.100%	40,256.50	105,256.50
08/01/2026	-	-	38,924.00	38,924.00
02/01/2027	65,000.00	4.010%	38,924.00	103,924.00
08/01/2027	-	-	37,620.75	37,620.75
02/01/2028	70,000.00	3.960%	37,620.75	107,620.75
08/01/2028	-	-	36,234.75	36,234.75
02/01/2029	70,000.00	3.960%	36,234.75	106,234.75
08/01/2029	-	-	34,848.75	34,848.75
02/01/2030	75,000.00	3.970%	34,848.75	109,848.75
08/01/2030	-	-	33,360.00	33,360.00
02/01/2031	75,000.00	3.990%	33,360.00	108,360.00
08/01/2031	-	-	31,863.75	31,863.75
02/01/2032	80,000.00	4.000%	31,863.75	111,863.75
08/01/2032	-	-	30,263.75	30,263.75
02/01/2033	85,000.00	4.000%	30,263.75	115,263.75
08/01/2033	-	-	28,563.75	28,563.75
02/01/2034	85,000.00	4.030%	28,563.75	113,563.75
08/01/2034	-	-	26,851.00	26,851.00
02/01/2035	90,000.00	4.120%	26,851.00	116,851.00
08/01/2035	-	-	24,997.00	24,997.00
02/01/2036	95,000.00	4.270%	24,997.00	119,997.00
08/01/2036	-	-	22,968.75	22,968.75
02/01/2037	95,000.00	4.420%	22,968.75	117,968.75
08/01/2037	-	-	20,869.25	20,869.25
02/01/2038	100,000.00	4.900%	20,869.25	120,869.25
08/01/2038	-	-	18,419.25	18,419.25
02/01/2039	105,000.00	4.940%	18,419.25	123,419.25
08/01/2039	-	-	15,825.75	15,825.75
02/01/2040	110,000.00	4.990%	15,825.75	125,825.75
08/01/2040	-	-	13,081.25	13,081.25
02/01/2041	120,000.00	5.050%	13,081.25	133,081.25
08/01/2041	-	-	10,051.25	10,051.25
02/01/2042	125,000.00	5.110%	10,051.25	135,051.25
08/01/2042	-	-	6,857.50	6,857.50
02/01/2043	130,000.00	5.150%	6,857.50	136,857.50
08/01/2043	-	-	3,510.00	3,510.00
02/01/2044	135,000.00	5.200%	3,510.00	138,510.00
Total	\$1,825,000.00	-	\$1,042,526.22	\$2,867,526.22

Yield Statistics

Bond Year Dollars	\$21,997.78
Average Life	12.054 Years
Average Coupon	4.7392343%
Net Interest Cost (NIC)	4.8387898%
True Interest Cost (TIC)	4.8334905%
Bond Yield for Arbitrage Purposes	4.5076432%
All Inclusive Cost (AIC)	4.8882708%

IRS Form 8038

Net Interest Cost	4.7392343%
Weighted Average Maturity	12.054 Years

2023A GO Imp & Utility Bo | Storm Portion | 10/ 9/2023 | 4:23 PM

Preliminary

\$1,825,000

City of Blaine, Minnesota

General Obligation Improvement, Utility and Equipment Bonds, Series 2023A

Storm Portion

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	DS 105%
02/01/2024	-	-	-	-	-
02/01/2025	50,000.00	4.200%	91,792.22	141,792.22	148,881.83
02/01/2026	65,000.00	4.100%	80,513.00	145,513.00	152,788.65
02/01/2027	65,000.00	4.010%	77,848.00	142,848.00	149,990.40
02/01/2028	70,000.00	3.960%	75,241.50	145,241.50	152,503.58
02/01/2029	70,000.00	3.960%	72,469.50	142,469.50	149,592.98
02/01/2030	75,000.00	3.970%	69,697.50	144,697.50	151,932.38
02/01/2031	75,000.00	3.990%	66,720.00	141,720.00	148,806.00
02/01/2032	80,000.00	4.000%	63,727.50	143,727.50	150,913.88
02/01/2033	85,000.00	4.000%	60,527.50	145,527.50	152,803.88
02/01/2034	85,000.00	4.030%	57,127.50	142,127.50	149,233.88
02/01/2035	90,000.00	4.120%	53,702.00	143,702.00	150,887.10
02/01/2036	95,000.00	4.270%	49,994.00	144,994.00	152,243.70
02/01/2037	95,000.00	4.420%	45,937.50	140,937.50	147,984.38
02/01/2038	100,000.00	4.900%	41,738.50	141,738.50	148,825.43
02/01/2039	105,000.00	4.940%	36,838.50	141,838.50	148,930.43
02/01/2040	110,000.00	4.990%	31,651.50	141,651.50	148,734.08
02/01/2041	120,000.00	5.050%	26,162.50	146,162.50	153,470.63
02/01/2042	125,000.00	5.110%	20,102.50	145,102.50	152,357.63
02/01/2043	130,000.00	5.150%	13,715.00	143,715.00	150,900.75
02/01/2044	135,000.00	5.200%	7,020.00	142,020.00	149,121.00
Total	\$1,825,000.00	-	\$1,042,526.22	\$2,867,526.22	\$3,010,902.53

SIGNIFICANT DATES

Dated	12/21/2023
Delivery Date.....	12/21/2023
First Coupon Date.....	8/01/2024

Yield Statistics

Bond Year Dollars.....	\$21,997.78
Average Life.....	12.054 Years
Average Coupon.....	4.7392343%

Net Interest Cost (NIC).....	4.8387898%
True Interest Cost (TIC).....	4.8334905%
Bond Yield for Arbitrage Purposes.....	4.5076432%
All Inclusive Cost (AIC).....	4.8882708%

IRS Form 8038

Net Interest Cost.....	4.7392343%
Weighted Average Maturity.....	12.054 Years

**Interest rates are estimates. Changes in rates may
cause significant alterations to this schedule.
The actual underwriter's discount bid may also vary.**

Preliminary

\$3,060,000

City of Blaine, Minnesota

General Obligation Improvement, Utility and Equipment Bonds, Series 2023A
Equipment Certificates

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
02/01/2024	-	-	-	-
08/01/2024	-	-	75,551.36	75,551.36
02/01/2025	550,000.00	4.200%	61,814.75	611,814.75
08/01/2025	-	-	50,264.75	50,264.75
02/01/2026	590,000.00	4.100%	50,264.75	640,264.75
08/01/2026	-	-	38,169.75	38,169.75
02/01/2027	615,000.00	4.010%	38,169.75	653,169.75
08/01/2027	-	-	25,839.00	25,839.00
02/01/2028	640,000.00	3.960%	25,839.00	665,839.00
08/01/2028	-	-	13,167.00	13,167.00
02/01/2029	665,000.00	3.960%	13,167.00	678,167.00
Total	\$3,060,000.00	-	\$392,247.11	\$3,452,247.11

Yield Statistics

Bond Year Dollars	\$9,800.00
Average Life	3.203 Years
Average Coupon	4.0025215%
Net Interest Cost (NIC)	4.3772154%
True Interest Cost (TIC)	4.4132931%
Bond Yield for Arbitrage Purposes	4.5076432%
All Inclusive Cost (AIC)	4.5762124%

IRS Form 8038

Net Interest Cost	4.0025215%
Weighted Average Maturity	3.203 Years

Preliminary

\$3,060,000

City of Blaine, Minnesota

General Obligation Improvement, Utility and Equipment Bonds, Series 2023A
Equipment Certificates

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% Levy
02/01/2024	-	-	-	-	-
02/01/2025	550,000.00	4.200%	137,366.11	687,366.11	721,734.42
02/01/2026	590,000.00	4.100%	100,529.50	690,529.50	725,055.98
02/01/2027	615,000.00	4.010%	76,339.50	691,339.50	725,906.48
02/01/2028	640,000.00	3.960%	51,678.00	691,678.00	726,261.90
02/01/2029	665,000.00	3.960%	26,334.00	691,334.00	725,900.70
Total	\$3,060,000.00	-	\$392,247.11	\$3,452,247.11	\$3,624,859.47

SIGNIFICANT DATES

Dated	12/21/2023
Delivery Date.....	12/21/2023
First Coupon Date.....	8/01/2024

Yield Statistics

Bond Year Dollars.....	\$9,800.00
Average Life.....	3.203 Years
Average Coupon.....	4.0025215%
Net Interest Cost (NIC).....	4.3772154%
True Interest Cost (TIC).....	4.4132931%
Bond Yield for Arbitrage Purposes.....	4.5076432%
All Inclusive Cost (AIC).....	4.5762124%

IRS Form 8038

Net Interest Cost.....	4.0025215%
Weighted Average Maturity.....	3.203 Years

**Interest rates are estimates. Changes in rates may
cause significant alterations to this schedule.**

The actual underwriter's discount bid may also vary.



City of Blaine

Staff Report

File Number: RES 23-169

Agenda Date	Status
October 16, 2023	
In Control	File Type
City Council	Resolution

Administration - Jenna Trittin, Finance Analyst

Agenda Item # 11.5

Amend the 2023 Storm Sewer Fund Budget and Capital Improvement Program

Executive Summary

Staff is requesting approval to reappropriate funds in the approved Storm Sewer Fund capital budget and capital improvement program (CIP).

Background

Council adopted the 2023 Storm Sewer Fund budget and CIP on December 5, 2022. Due to changing circumstances, staff is proposing amendments which require a reallocation of previously appropriated funds. The amendment brought forth would reappropriate funds appropriated for capital projects and capital equipment.

The adopted CIP included a project titled Outfall Replacement – Jackson Circle off 91st Ave. Staff discovered that the project was completed alongside a street project in a prior year. Staff requests to reallocate the funding from Jackson Circle to a similar project titled Outfall Replacement – Madison and 126th Ave. The Madison and 126th Ave project was included in the CIP for 2024 so the request is to accelerate the project to 2023.

Since adopting the budget, the long-term plan for Northtown has been revised which significantly reduces the scope of the Structure Improvement – Salvation Army project. It is now planned to replace the access hatch and not the entire structure, which reduces the budget needed.

Additionally, a drainage improvement was identified as an urgent need in the Willowbrook neighborhood. The project was not included in the 2023-2027 CIP; however, it can be designed in-house for a quicker turn around than some of the other projects further out in the CIP so staff is requesting to reallocate the available funds from the Salvation Army project to the Willowbrook drainage project.

The adopted CIP included \$45,000 for a stacking conveyor. After evaluation, staff feel a roll off dumpster and skid steer brush hog better meet the needs of the department. The additional dumpster will allow street sweeping to continue while material is hauled to a disposal site. The brush hog is able to handle brush and trees up to six inch in diameter; whereas, the current brush hog is better suited for grass and brush.

A breakdown of the original allocations and the proposed amendments can be seen in the table below:

Capital Project Budget	Original Allocation	Proposed Allocation
Outfall Replacement – Jackson Circle off 91 st Ave	\$50,000	\$0
Outfall Replacement – Madison and 126 th Ave	\$0	\$50,000
Structure Improvement – Salvation Army	\$100,000	\$15,000
Drainage Improvement – Willowbrook 3 rd Addition Drain Tile Improvements	\$0	\$55,650
Stacking Conveyor	\$45,000	\$0
Roll Off Dumpster	\$0	\$22,500
Skid Steer Brush Hog	\$0	\$22,500
Total	\$195,000	\$165,650

The proposed amendments have been reviewed by the Finance Department.

Strategic Plan Relationship

Adoption of annual capital budgets and capital plans contributes to the overall financial stability of the City and the projects proposed will help achieve the city's priority of a well-maintained infrastructure.

Board/Commission Review

No Board or Commission review required.

Financial Impact

Amending the budget ensures the City is providing the necessary resources to fund all activities, programs, and initiatives of the 2023 budget as adopted and amended by the City Council. This amendment reduces the total appropriations in the 2023 approved capital budget by \$29,350.

Public Outreach/Input

None

Staff Recommendation

Adopt the resolution below amending the 2023 Storm Sewer Fund capital budget and CIP.

Attachment List

None



City of Blaine

Signature Copy

Resolution: RES 23-169

Amend the 2023 Storm Sewer Fund Budget and Capital Improvement Program

WHEREAS, Sound budgeting principles promote appropriating necessary funds required to accomplish approved objectives; and

WHEREAS, Sound budgeting principles also promote providing for contingencies and unforeseen emergencies so as to not prevent objectives from being met; and

WHEREAS, Appropriations were made in 2023 sufficient for anticipated activity; and

WHEREAS, transparency of the budget approval process to the project contracting process is in the best interest of the community; and

WHEREAS, actual activity and evolving priorities have resulted in the need to reappropriate available funds to align with changing priorities within the Storm Sewer Fund.

NOW THEREFORE BE IT RESOLVED that the City Council of Blaine amends the 2023 Storm Sewer Fund, and authorizes the City Manager to implement these amendments to the budget and CIP as follows:

- Capital Projects
 - Reappropriate \$50,000 from Outfall Replacement – Jackson Circle off 91stAve project to:
 - Outfall Replacement – Madison and 126th Ave
 - Reappropriate \$55,650 from Structure Improvement – Salvation Army project to:
 - Drainage Improvement – Willowbrook 3rd Addition Drain Tile Improvements
 - Reduce appropriations for Structure Improvement - Salvation Army project from \$100,000 to \$15,000
 - Reappropriate \$45,000 from Stacking Conveyor to:
 - Roll Off Dumpster \$22,500
 - Skid Steer Brush Hog \$22,500

PASSED by the City Council of the City of Blaine this 16th day of October, 2023.



City of Blaine

Signature Copy

Ordinance:

Amend the 2023 Storm Sewer Fund Budget and Capital Improvement Program

WHEREAS, Sound budgeting principles promote appropriating necessary funds required to accomplish approved objectives; and

WHEREAS, Sound budgeting principles also promote providing for contingencies and unforeseen emergencies so as to not prevent objectives from being met; and

WHEREAS, Appropriations were made in 2023 sufficient for anticipated activity; and

WHEREAS, transparency of the budget approval process to the project contracting process is in the best interest of the community; and

WHEREAS, actual activity and evolving priorities have resulted in the need to reappropriate available funds to align with changing priorities within the Storm Sewer Fund.

NOW THEREFORE BE IT RESOLVED that the City Council of Blaine amends the 2023 Storm Sewer Fund, and authorizes the City Manager to implement these amendments to the budget and CIP as follows:

- Capital Projects
 - Reappropriate \$50,000 from Outfall Replacement – Jackson Circle off 91st Ave project to:
 - Outfall Replacement – Madison and 126th Ave
 - Reappropriate \$55,650 from Structure Improvement – Salvation Army project to:
 - Drainage Improvement – Willowbrook 3rd Addition Drain Tile Improvements
 - Reduce appropriations for Structure Improvement - Salvation Army project from \$100,000 to \$15,000
 - Reappropriate \$45,000 from Stacking Conveyor to:
 - Roll Off Dumpster \$22,500
 - Skid Steer Brush Hog \$22,500

PASSED by the City Council of the City of Blaine this 16th day of October, 2023.



City of Blaine Staff Report

File Number: RES 23-168

Agenda Date

October 16, 2023

Status

In Control

City Council

File Type

Resolution

Administration - Daniel Schluender, Director of Engineering

Agenda Item # 11.6

Resolution Accepting a Quote from Winberg Companies, LLC in the Amount of \$46,141.70 for the Willowbrook 3rd Addition Draintile Improvement Project, Improvement Project No. 22-55.

Executive Summary

An urgent drainage issue was identified in the Willowbrook 3rd Addition neighborhood in late 2022. The project will include installation of approximately 900 feet of draintile to allow trapped water to be drained from rear yards of the Willowbrook neighborhood and adjacent properties. The project was not included in the initial 2023-2027 CIP; however, it can be designed in-house for a quicker turn around than some of the other projects further out in the CIP. An amendment to the 2023 Storm Sewer Fund and Capital Improvement Program has been requested in an earlier agenda item at this Council meeting. This amendment to the budget reallocates funding to allow this project to be completed immediately.

Background

Quotes were received electronically at 2:00 PM, October 4, 2023, for Project No. 22-55. A total of 8 bids were received ranging from \$46,141.70 to \$145,066.00. The 3 lowest bidders and Engineer's estimate are as follows:

Engineer's Estimate	\$56,395.50
Winberg Companies, LLC	\$46,141.70
Kirchoff Construction, LLC.	\$65,220.04
Valley Paving, Inc.	\$74,074.00

Quotes have been checked and tabulated, and it has been determined that Winberg Companies, LLC of Shafer, Minnesota is the lowest bidder. The Engineering Department has worked with Winberg Companies, LLC on previous contracts and recommends that the low bid be accepted, and a contract entered into with Winberg Companies, LLC.

City Council is also asked to approve a 10% contingency to bring the total project budget to \$50,755.00. The funding source for this project will be the Storm Sewer Fund and there are sufficient funds budgeted to cover these costs.

Strategic Plan Relationship

This project aligns with the City's strategic plan goal of well-maintained infrastructure.

Board/Commission Review

N/A

Financial Impact

The amended 2023 Storm Sewer Fund capital budget includes \$55,650 funding for this project. Construction costs, including a 10% contingency are \$50,755.00 with the remainder being used for preliminary surveying and construction staking for construction.

Public Outreach/Input

If the Council approves the project to move forward, a neighborhood meeting with all the affected residents and property owners will be held soon.

Staff Recommendation

By motion, adopt the resolution.

Attachment List

1. Plans
2. Bid Tabulation



City of Blaine

Signature Copy

Resolution: RES 23-168

Resolution Accepting a Quote from Winberg Companies, LLC in the Amount of \$46,141.70 for the Willowbrook 3rd Addition Draintile Improvement Project, Improvement Project No. 22-55.

WHEREAS, pursuant to advertisement for bids for Improvement Project No. 22-55, said bids were received on October 4, 2023, electronically opened and tabulated according to law, and the following 3 bids were received complying with the advertisement:

Winberg Companies, LLC	\$46,141.70
Kirchoff Construction, LLC	\$65,220.04
Valley Paving, Inc.	\$74,074.00

AND WHEREAS, Winberg Companies, LLC of Shafer, Minnesota is the lowest responsible bidder.

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

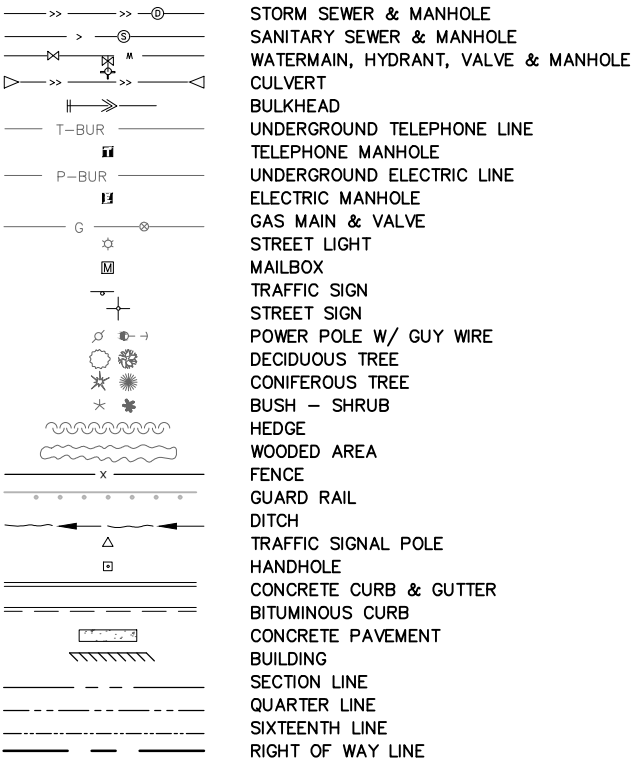
1. The Mayor and City Manager are hereby authorized and directed to enter into a contract with Winberg Companies, LLC for the designated improvements in the amount of \$46,141.70.
2. A 10% contingency is hereby approved to bring the total project budget to \$50,755.00 and the Director of Engineering is hereby authorized to sign all change orders up to the authorized project budget amount.

PASSED by the City Council of the City of Blaine this 16th day of October, 2023.

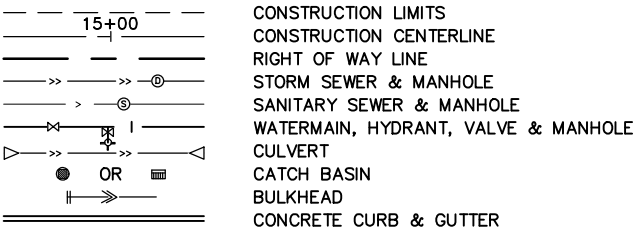
CONSTRUCTION PLANS FOR:
IMPROVEMENT PROJECT 22-55
WILLOWBROOK 3RD ADDITION DRAINTILE IMPROVEMENTS
PROJECT LOCATION MAP

LEGEND

EXISTING

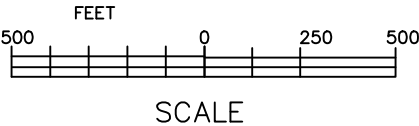


PROPOSED



NOTES:

1. THE EXACT LOCATION OF UNDERGROUND UTILITIES SUCH AS GAS, TELEPHONE, FIBEROPTIC, ELECTRIC, CABLE TV AND PIPELINES ARE UNKNOWN. THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL BEFORE COMMENCING AND CONSTRUCTION OR EXCAVATION. GOPHER STATE ONE CALL SYSTEM.....1-800-252-166
2. THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."
3. ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE MMUTCD, INCLUDING "FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS" - CURRENT EDITION.
4. THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION AND THE 2020 EDITION OF THE MATERIALS LAB SUPPLEMENTAL FOR CONSTRUCTION SHALL GOVERN EXCEPT AS MODIFIED BY THE SPECIFICATIONS FOR THIS PROJECT.



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

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

Brent Larson
BRENT LARSON, PE

Date: 9/18/23 Minnesota Lic. No. 45850

INDEX TO PLANS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2-3	QUANTITIES, DETAILS AND NOTES
4	REMOVALS, GRADING AND EROSION CONTROL
5	DRAINTILE CONSTRUCTION

Willowbrook 3rd Add Draitile Poject (#22-55)
Owner: City of Blaine
Solicitor: Blaine MN, City of - Engineering Department
10/4/2023 2:00 PM CDT

						Engineer Estimate		Winberg Companies LLC		Kirchoff Construction, LLC		Valley Paving, Inc.	
Item No.	Spec. Ref	Description	Unit	Quantity	%	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
BASE BID - 2024 Completion													
1	2021.501	Mobilization	LS	1	74%	\$2,685.50	\$2,685.50	\$2,000.00	\$2,000.00	\$6,600.00	\$6,600.00	\$7,900.00	\$7,900.00
2	2101.524	Clearing & Grubbing	TREE	6	16%	\$2,250.00	\$13,500.00	\$371.00	\$2,226.00	\$2,162.00	\$12,972.00	\$1,100.00	\$6,600.00
3	2104.503	Salvage and Reinstall Fence	LF	98	110%	\$20.00	\$1,960.00	\$22.00	\$2,156.00	\$41.63	\$4,079.74	\$44.00	\$4,312.00
4	2540.601	Landscaping and Irrigation Provision	LS	1	100%	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
5	2502.502	4" Precast Concrete Headwall	EACH	1	170%	\$250.00	\$250.00	\$425.00	\$425.00	\$200.00	\$200.00	\$800.00	\$800.00
6	2502.503	4" Perforated Pipe Drain (French Drain)	LF	335	136%	\$25.00	\$8,375.00	\$34.00	\$11,390.00	\$27.50	\$9,212.50	\$35.00	\$11,725.00
7	2502.503	4" Solid Pipe Drain	LF	505	107%	\$15.00	\$7,575.00	\$16.00	\$8,080.00	\$11.80	\$5,959.00	\$23.00	\$11,615.00
8	2502.602	Nyloplast Inline Drain with DI 8" Dome Grate	EACH	2	143%	\$500.00	\$1,000.00	\$715.00	\$1,430.00	\$826.00	\$1,652.00	\$1,500.00	\$3,000.00
9	2502.602	4" PVC Pipe Drain Cleanout with DI Casting	EACH	6	92%	\$450.00	\$2,700.00	\$415.00	\$2,490.00	\$790.00	\$4,740.00	\$1,200.00	\$7,200.00
10	2573.502	Storm Drain Inlet Protection	EACH	2	106%	\$150.00	\$300.00	\$159.00	\$318.00	\$162.00	\$324.00	\$125.00	\$250.00
11	2573.503	Silt Fence	LF	232	79%	\$3.50	\$812.00	\$2.75	\$638.00	\$5.00	\$1,160.00	\$4.00	\$928.00
12	2575.504	Turf Establishment (Sodding)	SY	686	57%	\$10.00	\$6,860.00	\$5.70	\$3,910.20	\$11.00	\$7,546.00	\$12.00	\$8,232.00
13	2575.504	Turf Establishment (Seeding)	SY	79	267%	\$3.00	\$237.00	\$8.00	\$632.00	\$6.00	\$474.00	\$12.00	\$948.00
14	2575.504	Erosion Control Blanket, Category 0	SY	47	317%	\$3.00	\$141.00	\$9.50	\$446.50	\$6.40	\$300.80	\$12.00	\$564.00
Subtotal							\$56,395.50		\$46,141.70		\$65,220.04		\$74,074.00
ALTERNATE BID - 2023 Completion													
1	2021.501	Mobilization	LS	1	74%	\$2,685.50	\$2,685.50	\$2,000.00	\$2,000.00	\$6,600.00	\$6,600.00	\$7,900.00	\$7,900.00
2	2101.524	Clearing & Grubbing	TREE	6	16%	\$2,250.00	\$13,500.00	\$371.00	\$2,226.00	\$2,162.00	\$12,972.00	\$1,100.00	\$6,600.00
3	2104.503	Salvage and Reinstall Fence	LF	98	110%	\$20.00	\$1,960.00	\$22.00	\$2,156.00	\$41.63	\$4,079.74	\$44.00	\$4,312.00
4	2540.601	Landscaping and Irrigation Provision	LS	1	100%	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
5	2502.502	4" Precast Concrete Headwall	EACH	1	170%	\$250.00	\$250.00	\$425.00	\$425.00	\$200.00	\$200.00	\$750.00	\$750.00
6	2502.503	4" Perforated Pipe Drain (French Drain)	LF	335	136%	\$25.00	\$8,375.00	\$34.00	\$11,390.00	\$27.50	\$9,212.50	\$31.00	\$10,385.00
7	2502.503	4" Solid Pipe Drain	LF	505	107%	\$15.00	\$7,575.00	\$16.00	\$8,080.00	\$11.80	\$5,959.00	\$20.00	\$10,100.00
8	2502.602	Nyloplast Inline Drain with DI 8" Dome Grate	EACH	2	143%	\$500.00	\$1,000.00	\$715.00	\$1,430.00	\$826.00	\$1,652.00	\$1,400.00	\$2,800.00
9	2502.602	4" PVC Pipe Drain Cleanout with DI Casting	EACH	6	92%	\$450.00	\$2,700.00	\$415.00	\$2,490.00	\$790.00	\$4,740.00	\$1,100.00	\$6,600.00
10	2573.502	Storm Drain Inlet Protection	EACH	2	106%	\$150.00	\$300.00	\$159.00	\$318.00	\$162.00	\$324.00	\$115.00	\$230.00
11	2573.503	Silt Fence	LF	232	79%	\$3.50	\$812.00	\$2.75	\$638.00	\$5.00	\$1,160.00	\$4.00	\$928.00
12	2575.504	Turf Establishment (Sodding)	SY	686	57%	\$10.00	\$6,860.00	\$5.70	\$3,910.20	\$11.00	\$7,546.00	\$12.00	\$8,232.00
13	2575.504	Turf Establishment (Seeding)	SY	79	267%	\$3.00	\$237.00	\$8.00	\$632.00	\$6.00	\$474.00	\$12.00	\$948.00
14	2575.504	Erosion Control Blanket, Category 0	SY	47	317%	\$3.00	\$141.00	\$9.50	\$446.50	\$6.40	\$300.80	\$12.00	\$564.00
Subtotal							\$56,395.50		\$46,141.70		\$65,220.04		\$70,349.00

Willowbrook 3rd Add Drainile Poject (#22-55)
Owner: City of Blaine
Solicitor: Blaine MN, City of - Engineering Department
10/4/2023 2:00 PM CDT

					Parkstone Contracting, LLC		New Look Contracting, Inc.		C.W. Houle, Inc.		Dunaway Construction		Urban Companies	
Item No.	Spec. Ref	Description	Unit	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
BASE BID - 2024 Completion														
1	2021.501	Mobilization	LS	1	\$12,500.00	\$12,500.00	\$11,250.00	\$11,250.00	\$4,500.00	\$4,500.00	\$60,000.00	\$60,000.00	\$49,000.00	\$49,000.00
2	2101.524	Clearing & Grubbing	TREE	6	\$2,000.00	\$12,000.00	\$1,415.00	\$8,490.00	\$2,150.00	\$12,900.00	\$2,000.00	\$12,000.00	\$2,500.00	\$15,000.00
3	2104.503	Salvage and Reinstall Fence	LF	98	\$55.00	\$5,390.00	\$42.00	\$4,116.00	\$23.00	\$2,254.00	\$40.00	\$3,920.00	\$60.00	\$5,880.00
4	2540.601	Landscaping and Irrigation Provision	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
5	2502.502	4" Precast Concrete Headwall	EACH	1	\$500.00	\$500.00	\$825.00	\$825.00	\$1,050.00	\$1,050.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00
6	2502.503	4" Perforated Pipe Drain (French Drain)	LF	335	\$45.00	\$15,075.00	\$49.00	\$16,415.00	\$77.00	\$25,795.00	\$38.00	\$12,730.00	\$50.00	\$16,750.00
7	2502.503	4" Solid Pipe Drain	LF	505	\$25.00	\$12,625.00	\$28.00	\$14,140.00	\$63.00	\$31,815.00	\$20.00	\$10,100.00	\$40.00	\$20,200.00
8	2502.602	Nyloplast Inline Drain with DI 8" Dome Grate	EACH	2	\$1,500.00	\$3,000.00	\$950.00	\$1,900.00	\$775.00	\$1,550.00	\$500.00	\$1,000.00	\$2,000.00	\$4,000.00
9	2502.602	4" PVC Pipe Drain Cleanout with DI Casting	EACH	6	\$1,000.00	\$6,000.00	\$525.00	\$3,150.00	\$630.00	\$3,780.00	\$800.00	\$4,800.00	\$1,500.00	\$9,000.00
10	2573.502	Storm Drain Inlet Protection	EACH	2	\$200.00	\$400.00	\$150.00	\$300.00	\$410.00	\$820.00	\$250.00	\$500.00	\$400.00	\$800.00
11	2573.503	Silt Fence	LF	232	\$7.00	\$1,624.00	\$5.00	\$1,160.00	\$4.00	\$928.00	\$5.00	\$1,160.00	\$10.00	\$2,320.00
12	2575.504	Turf Establishment (Sodding)	SY	686	\$10.00	\$6,860.00	\$22.00	\$15,092.00	\$16.00	\$10,976.00	\$10.00	\$6,860.00	\$15.00	\$10,290.00
13	2575.504	Turf Establishment (Seeding)	SY	79	\$10.00	\$790.00	\$5.00	\$395.00	\$5.00	\$395.00	\$10.00	\$790.00	\$15.00	\$1,185.00
14	2575.504	Erosion Control Blanket, Category 0	SY	47	\$10.00	\$470.00	\$7.00	\$329.00	\$8.00	\$376.00	\$10.00	\$470.00	\$3.00	\$141.00
Subtotal						\$87,234.00		\$87,562.00		\$107,139.00		\$125,330.00		\$145,066.00
ALTERNATE BID - 2023 Completion														
1	2021.501	Mobilization	LS	1	\$17,500.00	\$17,500.00	\$10,000.00	\$10,000.00	\$3,500.00	\$3,500.00		\$0.00	\$49,000.00	\$49,000.00
2	2101.524	Clearing & Grubbing	TREE	6	\$2,000.00	\$12,000.00	\$1,415.00	\$8,490.00	\$2,150.00	\$12,900.00		\$0.00	\$2,500.00	\$15,000.00
3	2104.503	Salvage and Reinstall Fence	LF	98	\$55.00	\$5,390.00	\$42.00	\$4,116.00	\$23.00	\$2,254.00		\$0.00	\$60.00	\$5,880.00
4	2540.601	Landscaping and Irrigation Provision	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00		\$0.00	\$10,000.00	\$10,000.00
5	2502.502	4" Precast Concrete Headwall	EACH	1	\$500.00	\$500.00	\$825.00	\$825.00	\$1,050.00	\$1,050.00		\$0.00	\$500.00	\$500.00
6	2502.503	4" Perforated Pipe Drain (French Drain)	LF	335	\$45.00	\$15,075.00	\$49.00	\$16,415.00	\$77.00	\$25,795.00		\$0.00	\$50.00	\$16,750.00
7	2502.503	4" Solid Pipe Drain	LF	505	\$25.00	\$12,625.00	\$28.00	\$14,140.00	\$63.00	\$31,815.00		\$0.00	\$40.00	\$20,200.00
8	2502.602	Nyloplast Inline Drain with DI 8" Dome Grate	EACH	2	\$1,500.00	\$3,000.00	\$950.00	\$1,900.00	\$775.00	\$1,550.00		\$0.00	\$2,000.00	\$4,000.00
9	2502.602	4" PVC Pipe Drain Cleanout with DI Casting	EACH	6	\$1,000.00	\$6,000.00	\$525.00	\$3,150.00	\$630.00	\$3,780.00		\$0.00	\$1,500.00	\$9,000.00
10	2573.502	Storm Drain Inlet Protection	EACH	2	\$200.00	\$400.00	\$150.00	\$300.00	\$410.00	\$820.00		\$0.00	\$400.00	\$800.00
11	2573.503	Silt Fence	LF	232	\$7.00	\$1,624.00	\$5.00	\$1,160.00	\$4.00	\$928.00		\$0.00	\$10.00	\$2,320.00
12	2575.504	Turf Establishment (Sodding)	SY	686	\$10.00	\$6,860.00	\$22.00	\$15,092.00	\$16.00	\$10,976.00		\$0.00	\$15.00	\$10,290.00
13	2575.504	Turf Establishment (Seeding)	SY	79	\$10.00	\$790.00	\$5.00	\$395.00	\$5.00	\$395.00		\$0.00	\$15.00	\$1,185.00
14	2575.504	Erosion Control Blanket, Category 0	SY	47	\$10.00	\$470.00	\$7.00	\$329.00	\$8.00	\$376.00		\$0.00	\$3.00	\$141.00
Subtotal						\$92,234.00		\$86,312.00		\$106,139.00		\$0.00		\$145,066.00



City of Blaine

Staff Report

File Number: 2023-496

Agenda Date	Status
October 16, 2023	
In Control	File Type
City Council	Motion

Administration - Ben Hayle, Communications Manager

Agenda Item # 11.7

Motion to Adopt the 2023-2026 City of Blaine Strategic Plan

Executive Summary

Staff is requesting the City Council adopt the 2023-2026 City of Blaine Strategic Plan.

Background

From April 2023 through August 2023, the City of Blaine engaged in a strategic planning process. The process yielded an organizational strategic plan covering 2023-2026. An organizational strategic plan is not designed to be a community visioning document. The City participates in community visioning through the comprehensive planning process and some master planning efforts. The new strategic plan was built from an existing plan that was first created in 2019 and then updated in 2022.

The plan consists of six strategic priorities — the issues of greatest importance to the City over the next four years. Associated with each priority is a set of desired outcomes, key outcome indicators, and performance targets, describing expected results and how the results will be measured. The plan also includes strategic initiatives that will be undertaken to achieve the targeted outcomes.

The planning effort began with an examination of the operating environment, consisting of an environmental scan and strengths, weaknesses, opportunities and threats (SWOT) analysis. On June 12, 2023, the City Council held a facilitated strategic planning retreat with staff. At the retreat, the team identified a set of priorities, key outcomes, performance targets, and reviewed the City's vision, mission, and values statements. Based upon those priorities, the City staff met on July 13, 2023, to determine a set of strategic initiatives and begin the process of developing detailed action plans.

Staff presented the final draft of the strategic plan to the City Council at the Council Workshop on September, 18, 2023. Comments received from the Council at the workshop have been incorporated into the action plan documents.

Strategic Plan Relationship

This will serve as the new City of Blaine strategic plan.

Board/Commission Review

N/A

Financial Impact

The strategic plan will play a role in determining future budget requests and spending priorities.

Public Outreach/Input

An organizational strategic plan is not designed to be a community visioning document. The City participates in community visioning through the comprehensive planning process and some master planning efforts. The Mayor and Councilmembers were active and key stakeholders in the creation of the strategic plan. Their role in representing the community was an important part of the process.

Staff Recommendation

Adopt the 2023-2026 strategic plan.

Attachment List

1. City of Blaine Strategic Plan 2023-2026



FY 2023 – 2026
**STRATEGIC
PLAN**

AUGUST 2023



City of Blaine



RAPP CONSULTING GROUP

August 25, 2023

RE: 2023-2026 Strategic Plan – City of Blaine

Dear Mayor Sanders,

Enclosed is the City of Blaine's 2023-2026 Strategic Plan. The plan reflects the organization's priorities, commitment to measurable results and the delivery of quality services.

It has been a pleasure assisting the City of Blaine with this important effort. The entire organization displayed openness, dedication, and a desire for continuous improvement.

I particularly wish to thank City Manager Michelle Wolfe and Communications Manager Ben Hayle for their help and support during the process.

Yours truly,

Craig R. Rapp
President

TABLE OF CONTENTS

Transmittal Letter	
Executive Summary	01
Strategic Plan Summary FY 2023-2026	02
Strategic Planning Process	03
Vision, Mission, Values	05
SWOT Analysis	06
Strategic Priority 1: Financial Sustainability	07
Strategic Priority 2: Economic Development	08
Strategic Priority 3: Infrastructure Management	09
Strategic Priority 4: Organizational Health	10
Strategic Priority 5: Collaboration and Engagement	11
Strategic Priority 6: TH 65 Improvement	12
Strategic Planning Participants	13

EXECUTIVE SUMMARY

From April 2023 through August 2023, the City of Blaine engaged in a strategic planning process. The process yielded a strategic plan covering 2023-2026.

The plan consists of six **strategic priorities** — the issues of greatest importance to the City over the next four years. Associated with each priority is a set of **desired outcomes**, **key outcome indicators**, and **performance targets**, describing expected results and how the results will be measured. The plan also includes **strategic initiatives** that will be undertaken to achieve the targeted outcomes.

The planning effort began with an examination of the operating environment, consisting of an Environmental Scan and a Strengths, Weaknesses, Opportunities & Threats (SWOT) analysis. On June 12, 2023, the City's leadership team held a full day strategic planning session. They identified a set of priorities, key outcomes, performance targets, and reviewed the City's vision, mission, and values statements.

Based upon those priorities, the City's management team met on July 13, 2023, to determine a set of strategic initiatives and begin the process of developing detailed action plans. The strategic priorities, key outcome indicators, performance targets and strategic initiatives are summarized here and on the following page.



strategy

The Plan

Six Strategic Priorities

- 1 FINANCIAL SUSTAINABILITY
- 2 ECONOMIC DEVELOPMENT
- 3 INFRASTRUCTURE MANAGEMENT
- 4 ORGANIZATIONAL HEALTH
- 5 COLLABORATION AND ENGAGEMENT
- 6 TH 65 IMPROVEMENT

STRATEGIC PLAN SUMMARY 2023-2026

City of Blaine

Strategic Priority	Desired Outcome	Key Outcome Indicator	Target	Strategic Initiatives
Financial Sustainability <i>A financially responsible organization</i>	Financial stability in all funds	- Year-end fund balances - Policy targets met	- Meet utility and proprietary fund balance targets by 12/2026	a) Development of Comprehensive Financial Manual
	Structurally balanced financial system	- Financial plan adoption - Funding plan adoption	- Long-term financial plan in place and funded by 12/2026	b) Identify & evaluate alternative funding sources
	Non-tax revenues increased	- Annual increase in non-tax revenue - Number of non-tax revenue sources	- Maintain ratio of tax/non-tax revenue sources - General fund non-tax revenues increased ___% 2023-2027	c) Create/adopt Comprehensive Long-range Financial Plan
Economic Development <i>Thoughtfully planned growth and renewal</i>	Successful redevelopment of priority projects	- 105th St. project initiated - Rainbow Village completion	- 40% of 105th St. project completed by 12/2027 - Rainbow Village completed by 12/2026	a) Revised Master Plan for 105th Area
	Targeted development areas improved	- Lex Meadows completed - Lex Crossings ground broken	- Completion of Lex Meadows by 12/2026 - Lex Crossings groundbreaking by 1/2026	b) Implementation of Northtown Master Plan
	Improved commercial-retail sector	- Retail sq. ft. added - # of new retail projects	- 60,000 sq. ft. of new retail space added 12/2023-12/2026	c) Lexington Meadows implementation d) Lexington Crossings implementation e) Create commercial/retail sector marketing strategy
Infrastructure Management <i>Reliable, sustainable, infrastructure</i>	Sustainable capital assets	- Capital assets replaced on schedule	- All capital assets replaced at 80% of scheduled life cycle	a) Develop 10 YR CIP and funding plan
	Well-maintained infrastructure	- Infrastructure rating achieved - Maintenance schedule adherence	- > ___% of all infrastructure meets maintenance & reliability standards annually	b) Develop inspection and maintenance strategy
	Infrastructure adequate to support growth	- CIP adopted - Funding plan approved	- 10 yr. CIP/asset mgmt. & funding plan in place by ___	c) Create Comprehensive Asset Management Plan
Organizational Health <i>Capabilities and capacity to meet community needs</i>	Adequate staff to meet core services and demands	- Service level defined - Staffing plans adopted	- Staffing plan and service levels in ___# core services by ___	a) Conduct a Staffing Analysis
	Well-trained leaders	- % of leadership vacancies filled internally	- > ___% of leadership vacancies filled internally	b) Establish Departmental Succession Plans
	Healthy workplace culture	- Survey results confirm healthy workplace	- > 75% of employees confirm a positive workplace culture by 12/2026	c) Finalize Supervisor Training Plan d) Develop Organizational Culture Enhancement Plan
Collaboration and Engagement <i>Collaborating to increase our connection</i>	An inclusive, engaged, involved community	- Positive feedback on community inclusiveness & engagement	- > ___% of feedback confirms inclusive enrollment by ___ - > ___% of feedback positive re: City engagement efforts by ___	a) Create Governance Index
	Healthy Council working relationships	- Positive Council Governance Index score - Positive Council-Staff Relationship Index Score	- Council Governance Index score =/> ___% annually - Council-Staff Relationship Index score =/> ___% annually	b) Establish Council governance training process
	Improved trust in City government	- Stakeholder Feedback reflects trust in City gov't	- > ___% respondents indicate they trust City by ___	c) Create Council/Staff Relationship Index d) Create a Comprehensive Community Engagement and Trust Building Program
TH 65 Improvement <i>Transportation to meet local and regional needs</i>	Segment #2 (99th to 117th) progress	- Segment #2 completed	- Segment #2 construction complete by 2028	a) Segment #1 project coordination
	Segment #2 (99th to 117th) Right of way secured	- ROW secured	- ROW in place entire corridor by February 2025	b) Segment #2 project delivery coordination
	Segment #1 (CSAH 10 to 93) clarified	- Segment #1 alignment decision	- Segment #1 preferred alignment by 2026	c) Segment #2 project right of way coordination

STRATEGIC PLANNING PROCESS

Strategic planning is a process that enables leaders to examine the current state of the organization, determine a desired future state, establish priorities, and define a set of actions to achieve desired outcomes. The process followed by the City of Blaine was designed to answer four key questions: (1) Where are we now? (2) Where are we going? (3) How will we get there? (4) What will we do? The process is divided into a development phase and an implementation phase. The full process is depicted below.



Initiating the Process: Setting Expectations, Charting the Course

The strategic planning process began with a meeting of the City's senior staff on April 10, 2023. The meeting included a review of strategic planning principles, discussion on the status of previous strategic plans, current organizational challenges, and other operational issues.

The group established a framework for developing an environmental scan, a process for conducting a SWOT analysis, and details regarding implementation.

Over the subsequent two months, the environmental scan and SWOT analysis were conducted. The environmental scan was presented to the Council on May 8, 2023. Council provided feedback on the scan to staff that was incorporated into the strategic planning process.

Setting Direction: Mission, Value Proposition, Vision, Priorities

On June 12, 2023 the City Council and senior staff held a retreat to develop the strategic plan. To address the question "Where are we now?" the group was challenged to define its value proposition. A value proposition is how an organization provides value to its customers and chooses to deliver its services. Three different value propositions are used across all sectors of the economy (see below). Organizations choose a primary value proposition, then set, and meet threshold standards on the other two.

During extended discussion, it was acknowledged that value propositions and service approaches varied by department and circumstance. It was concluded however, that operational excellence has been foundational and will continue to be important for operational stability. For that reason, **operational excellence** was chosen as the primary value proposition, with **customer intimacy** the secondary focus.

From Challenges to Priorities

The leadership team reviewed the current operating environment using the results of the environmental scan and SWOT (Strengths, Weaknesses, Opportunities, Threats) analysis conducted in advance of the planning session.

THREE VALUE PROPOSITIONS

Operational Excellence

(example: Wal-Mart, Southwest Airlines) *Motto: They adjust to us*

Product/Service Leadership

(example: Apple, Google)
Motto: They 'ooh and ah' over our services

Customer Intimacy

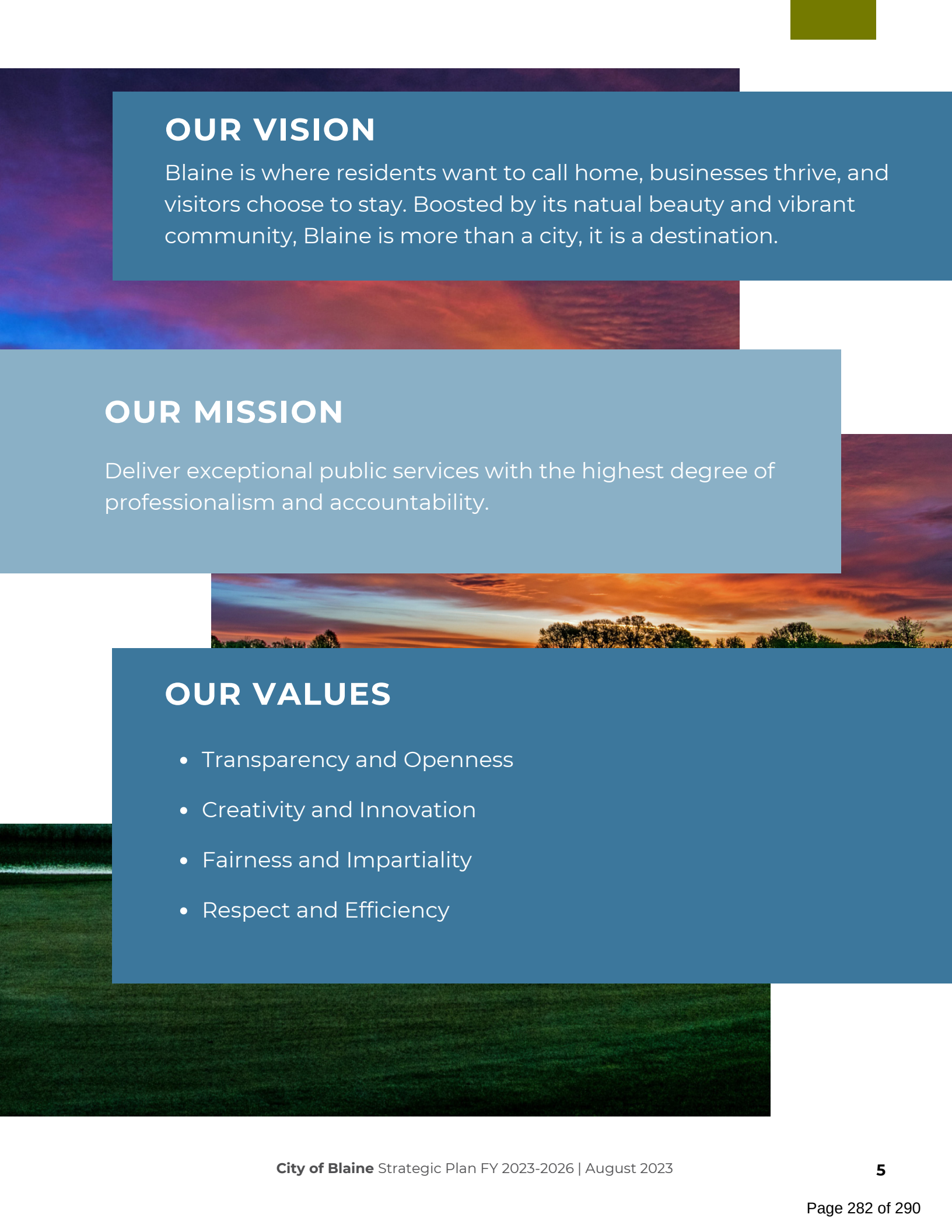
(example: Nordstrom, Ritz-Carlton)
Motto: We get to know them, solve their problems, satisfy their needs



A facilitated process based on the scan and SWOT yielded a set of organizational challenges and strategic issues confronting the City.

Based upon the challenges and issues, a set of six strategic priorities were established. Within each priority, a set of desired outcomes were defined, along with key outcome indicators (KOI's), and a set of performance targets.

To address the strategic priorities, achieve outcomes and reach the targets, the management staff, with guidance from the City Council, identified a set of strategic initiatives and detailed action plans, which will be implemented over the duration of the plan.



OUR VISION

Blaine is where residents want to call home, businesses thrive, and visitors choose to stay. Boosted by its natural beauty and vibrant community, Blaine is more than a city, it is a destination.

OUR MISSION

Deliver exceptional public services with the highest degree of professionalism and accountability.

OUR VALUES

- Transparency and Openness
- Creativity and Innovation
- Fairness and Impartiality
- Respect and Efficiency

Reviewing the Environment: SWOT Analysis

An important part of the strategic planning process is a review of the current operating environment and an evaluation of the challenges confronting the community. This was accomplished via a SWOT analysis—a process that examines the organization's internal strengths and weaknesses, as well as the opportunities and threats in the external environment. The results are displayed below. A link to the entire SWOT data can be found [HERE](#).

STRENGTHS

- Excellent, experienced and dedicated staff
- Strong leadership (both elected & staff)
- Strong financial management
- Commitment to community
- Future growth opportunities
- Collaboration and relationships

WEAKNESSES

- Lack of Council experience
- Unity infrastructure and deferred maintenance
- Staffing and work culture burnout
- Finance Director retirement

SWOT Analysis

- Hwy 65
- Redevelopment
- The potential the City of Blaine has
- Reputation of Blaine's Police Department
- Being a desirable place
- Becoming a sports destination

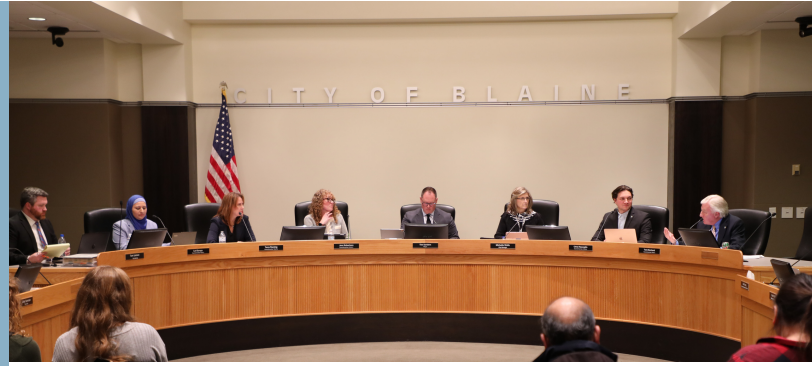
OPPORTUNITIES

- Inequity with development and resources
- Hwy 65
- Distrust and misinformation
- Lack of consensus in the new Council and its culture
- The housing market and economy
- Recruitment and retention of staff
- Increasing resident expectations

THREATS

STRATEGIC PRIORITY 1

Financial Sustainability



OUTCOME

Financial stability in all funds

KEY OUTCOME INDICATOR

Year-end fund balances; policy targets met

TARGET

Meet utility & proprietary fund balance targets by 12/2026

OUTCOME

Structurally balanced financial system

KEY OUTCOME INDICATOR

Financial plan adoption; funding plan adoption

TARGET

Long-term financial plan in place and funded by 12/2026

OUTCOME

Non-tax revenues increased

KEY OUTCOME INDICATOR

Annual increase in non-tax revenue; number of non-tax revenue sources

TARGET

Maintain ratio of tax/non-tax revenue sources; general fund non-tax revenues increased __% 2023-2027

STRATEGIC INITIATIVES

1. Develop Comprehensive Financial Manual
2. Identify & evaluate alternative funding sources

3. Create & adopt a Comprehensive Long-range Financial Plan

STRATEGIC PRIORITY 2

Economic Development



OUTCOME

Successful redevelopment of priority projects

KEY OUTCOME INDICATOR

105th St. project initiated; Rainbow Village completion

TARGET

40% of 105th St. project completed by 12/2027; Rainbow Village completed by 12/2026

OUTCOME

Targeted development areas improved

KEY OUTCOME INDICATOR

Lex Meadows completed; Lex Crossings ground broken

TARGET

Completion of Lex Meadows by 12/2026; Lex Crossings groundbreaking by 1/2026

OUTCOME

Improved commercial-retail sector

KEY OUTCOME INDICATOR

Retail sq. ft. added; # of new retail projects

TARGET

60,000 sq. ft. of new retail space added 12/2023-12/2026

STRATEGIC INITIATIVES

1. Revised Master Plan for 105th Area
2. Implementation of Northtown Master Plan
3. Lexington Meadows (109th and Lexington Avenue) implementation
4. Lexington Crossings (125th and Lexington Avenue) implementation
5. Create commercial/retail sector marketing strategy

STRATEGIC PRIORITY 3

Infrastructure Management



OUTCOME

Sustainable capital assets

KEY OUTCOME INDICATOR

Capital assets replaced on schedule

TARGET

All capital assets replaced at 80% of scheduled life cycle

OUTCOME

Well-maintained infrastructure

KEY OUTCOME INDICATOR

Infrastructure rating achieved; maintenance schedule adherence

TARGET

>__% of all infrastructure meets maintenance & reliability standards annually

OUTCOME

Infrastructure adequate to support growth

KEY OUTCOME INDICATOR

CIP adopted; funding plan approved

TARGET

10 yr. CIP/asset mgmt. and funding plan in place by ____

STRATEGIC INITIATIVES

1. Develop 10 YR CIP and funding plan
2. Develop inspection and maintenance strategy

3. Create Comprehensive Asset Management Plan

STRATEGIC PRIORITY 4

Organizational Health



OUTCOME

Adequate staff to meet core services and demands

KEY OUTCOME INDICATOR

Service level defined; staffing plans adopted

TARGET

Staffing plan and service levels in __#__ core services by ____

OUTCOME

Well-trained leaders

KEY OUTCOME INDICATOR

__% of leadership vacancies filled internally

TARGET

> than __% of leadership vacancies filled internally

OUTCOME

Healthy workplace culture

KEY OUTCOME INDICATOR

Survey results confirm healthy workplace

TARGET

>75% of employees confirm a positive workplace culture by 12/2026

STRATEGIC INITIATIVES

1. Conduct a Staffing Analysis
2. Establish Departmental Succession Plans

3. Finalize Supervisor Training Plan
4. Develop Organizational Culture Enhancement Plan

STRATEGIC PRIORITY 5

Collaboration and Engagement



OUTCOME

An inclusive, engaged, involved community

KEY OUTCOME INDICATOR

Positive feedback on community inclusiveness & engagement

TARGET

>__% of feedback confirms inclusive enrollment by __; >__% of feedback positive re: City engagement efforts by __

OUTCOME

Healthy Council working relationships

KEY OUTCOME INDICATOR

Positive Council Governance Index score;
Positive Council-Staff Relationship Index score

TARGET

Council Governance Index score =/>__% annually; Council-Staff Relationship Index score =/>__% annually

OUTCOME

Improved trust in City government

KEY OUTCOME INDICATOR

Stakeholder feedback reflects trust in City gov't

TARGET

>__% respondents indicate they trust City by __

STRATEGIC INITIATIVES

1. Create Governance Index
2. Establish Council governance training process

3. Create Council/Staff Relationship Index
4. Create a Comprehensive Community Engagement and Trust Building Program

STRATEGIC PRIORITY 6 TH 65 Improvement



OUTCOME

Segment #2 (99th to 117th) progress

KEY OUTCOME INDICATOR

Segment #2 completed

TARGET

Segment #2 construction complete by 2028

OUTCOME

Segment #2 (99th to 117th)
Right of way secured

KEY OUTCOME INDICATOR

ROW secured

TARGET

ROW in place entire corridor by February 2025

OUTCOME

Segment #1 (CSAH 10 to 93) clarified

KEY OUTCOME INDICATOR

Segment #1 alignment decision

TARGET

Segment #1 preferred alignment by 2026

STRATEGIC INITIATIVES

1. Segment #1 project coordination
2. Segment #2 project delivery coordination

3. Segment #1 project ROW coordination



STRATEGIC PLANNING PARTICIPANTS

The Strategic Plan was developed with the hard work and dedication of many individuals. The City Council led the way, taking time out of their schedules to commit to long-term thinking. They defined a direction and a set of outcomes that are important to the community stakeholders with whom they partner and serve.

The City's senior staff supported the Council and offered an operations perspective as well as ideas for continuous improvement.

CITY COUNCIL

Tim Sanders, *Mayor*

Terra Fleming, *Councilmember*

Leslie Larson, *Councilmember*

Chris Massoglia, *Councilmember*

Tom Newland, *Councilmember*

Jess Roberson, *Councilmember*

Lori Sayora, *Councilmember*

DEPARTMENT HEADS & STAFF

Michelle Wolfe, *City Manager*

Joe Huss, *Finance Director/Assistant City Manager*

Erik Thorvig, *Community Development Director*

Cassandra Tabor, *Director of Administration*

Brian Podany, *Police Chief*

Dan Schluender, *Director of Engineering*

Nick Fleischhacker, *Public Works Director*

Ben Hayle, *Communications Manager*

Sheri Chesness, *Deputy Human Resources Director*

Cathy Sorensen, *City Clerk*

Sheila Sellman, *City Planner*

Jerome Krieger, *Senior Parks and Rec Manager*

Ali Bong, *Deputy Finance Director*

Lisa Derr, *Senior Management Analyst*

CONSULTANTS

Rapp Consulting Group

Craig Rapp, *President*