City of Blaine
City Council

February 5, 2024 | 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

4.1. 2024-020 Recognition of Blaine Area Non-profit Organizations
Sponsors:

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. 2024-021 Schedule of Bills Paid
Sponsors: Jason Zimmerman, Finance Director

8.2. 2024-033 Approval of Minutes
Sponsors: Cathy Sorensen, City Clerk

8.3. RES 24-39 Election Judge Appointments for the 2024 Presidential Primary

Sponsors: Cathy Sorensen, City Clerk

8.4. 2024-031 Motion to authorize purchase of Water Treatment Chemicals for January through June 2024
Sponsors: Nick Fleischhacker, Public Works Director

8.5. 2024-032 Motion to Approve Purchase of High Service Pumps for Water Treatment Plant 1
Sponsors: Nick Fleischhacker, Public Works Director

8.6. RES 24-40 Accept Energy Efficiency Conservation Block Grant Award and Amend the CIP Budget for Associated Projects.
Sponsors: Todd Miller, Deputy Fire Marshal

8.7. 2024-022 Motion to Approve Payment to Intuitive Municipal Solutions for Software Licensing, Cloud Hosting, Technical Support and Maintenance
Sponsors: Jason Zimmerman, Finance Director

8.8. 2024-023 Motion to Approve Payment to MP Nexlevel for the Installation of Fiber Optic Cable to the Lexington Athletic Complex and Amend the Project Budget
Sponsors: Jason Zimmerman, Finance Director

8.9. RES 24-24 Resolution Granting Final Plat Approval for Two Outlots to be Known as Quail Creek 13th Addition at 2663 Quail Creek Court NE. (Case File No. 24-0001/SLK)
Sponsors: Sheila Sellman, City Planner

8.10. RES 24-25 Resolution Granting Final Plat Approval to Subdivide Approximately 15.9 Acres into 54 Lots and One Outlot to be Known as Lexington Waters Third Addition at Ghia Court NE and 132nd Avenue NE. MN Landco/AREP Lexington Waters LP (Case File No. 24-0008/SLK)
Sponsors: Sheila Sellman, City Planner

8.11. 2024-024 Approve Payment to Esri for Small Municipal and County Government Enterprise Agreement Annual Fee for Software/Maintenance
Sponsors: Daniel Schluender, Director of Engineering

8.12. 2024-46 Authorizing the Acquisition of Right-of-Way Consistent with State Law for the Ulysses Street and 117th Avenue Roundabout Project, Improvement Project 23-09
Sponsors: Daniel Schluender, Director of Engineering

8.13. RES 24-27 Resolution to Receive Petition and Order Public Hearing for Vacation of Drainage and Utility Easement, lying over, under and across Outlot D, Quail Creek 10th Addition; except that part as platted as Woods of Quail Creek 5th Addition; according to the recorded plat thereof, Anoka County, Minnesota; Vacation No. V24-01

Sponsors: Daniel Schluender, Director of Engineering

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

9.1. RES 24-26 Resolution Adopting Assessment for 2022 Street Reconstructions, Improvement Project No. 22-04

Sponsors: Daniel Schluender, Director of Engineering

10. Development Business

10.1. RES 24-16 Resolution Granting a Conditional Use Permit for a Church in the Single Family (R-1) Zoning District at 2350 124th Court NE. Cornerstone Church of Blaine (Case File No. 23-0086/SLK)

Sponsors: Sheila Sellman, City Planner

10.2. RES 24-17 Resolution Granting a Conditional Use Permit for Three Accessory Buildings in the Single Family (R-1) Zoning District at 10719 Madison Street NE. Patricia Gower (Case File No. 23-0083/SAS)

Sponsors: Sheila Sellman, City Planner

10.3. RES 24-18 Resolution Granting a Preliminary Plat to Create Two Lots to be Known as National Sports Village 2nd Addition at 2030 105th Avenue NE. 105th Blaine Business Park, LLC. (Case File No. 23-0085/SAS)

Sponsors: Sheila Sellman, City Planner

10.4. RES 24-19 Resolution Granting a Conditional Use Permit for Shared Access/Parking, Off-site Parking, and Outdoor Seating in the 105th Avenue Redevelopment District at 2030 105th Avenue NE. National Sports Village 2nd Addition (105th Blaine Business Park, LLC) (Case File No. 23-0085/SAS)

Sponsors: Sheila Sellman, City Planner

11. Administration

11.1. RES 24-31 Resolution to Amend the Budget for the Construction of the Aquatore Bandshell and Associated Interfund Transfer

Sponsors: Jerome Krieger, Sr. Recreation Manager

11.2. 2024-034 Motion to Authorize the Mayor and City Manager to Enter into a Contract with WSB for Professional Design and Construction Services for the 2024 Northwest Area Street Reconstruction Improvement Project, Improvement Project No. 24-05

Sponsors: Daniel Schluender, Director of Engineering

11.3. RES 24-30 Resolution Accepting a Bid from Corval Constructors, Inc. in the Amount of $675,500.00 for the Water Treatment Plant 1 Filter & Piping Upgrades, Improvement Project No. 23-21.
Sponsors: Nick Fleischhacker, Public Works Director

11.4. ORD 24-2540 Amend City Charter Chapter 5. Initiative and Referendum and Recall
Sponsors: Cathy Sorensen, City Clerk

11.5. ORD 24-2539 Amend City Charter Sec. 2.07 Salaries
Sponsors: Cathy Sorensen, City Clerk

11.6. ORD 24-2541 Amend Sec. 2-31. - Salaries of Mayor and Councilmembers
Sponsors: Cathy Sorensen, City Clerk

12. Other Business

13. Adjournment

City of Blaine
Staff Report

File Number: 2024-020

Agenda Date	Status
February 5, 2024	
In Control	**File Type**
City Council	Presentation

Awards - Presentations - Organizational Business -

Agenda Item # 4.1

Recognition of Blaine Area Non-profit Organizations

Executive Summary

All organizations receiving a City of Blaine charitable gambling grant have been invited to be recognized by the Blaine City Council.

Background

Each year, the Blaine City Council awards donations to several Blaine area non-profit organizations. The source of this funding is charitable gambling proceeds; organizations that run legal gambling operations, such as pull-tabs, within Blaine are required by State law to submit 10 percent of their net proceeds to the City. This year, the Blaine City Council is proud to be able to award $212,500 in grants to more than a dozen different community organizations.

2024 Recipients

- Alexandra House
- Blaine Beyond the Yellow Ribbon
- Centennial Community Food Shelf
- Civil Air Patrol
- Family Promise of Anoka County
- Hope 4 Youth
- Hope for the Community Food Shelf
- Minnesota 100 Club
- Salvation Army Food Shelf
- Stepping Stone Emergency Housing
- Way of the Lord Food Shelf
- Impact Services

- Jam Hope Foundation

Strategic Plan Relationship

N/A

Board/Commission Review

N/A

Financial Impact

The funding is provided by a state mandated collection of 10 percent of charitable gambling proceeds. No taxpayer funding is used for this program.

Public Outreach/Input

Area non-profits are invited to submit an application for funding through the City of Blaine website.

Staff Recommendation

Recognize the non-profit organizations in attendance.

Attachment List

None

City of Blaine

Signature Copy

Resolution:

Recognition of Blaine Area Non-profit Organizations

City of Blaine

Signature Copy

Ordinance:

Recognition of Blaine Area Non-profit Organizations

CITY OF BLAINE

SCHEDULE OF BILLS PAID
APPROVED ON 2/5/2024 FOR PAYMENTS THE WEEK OF 1/5/2024

Vendor Name	Description		Amount
AMAZON CAPITAL SERVICES	Wall calendars for HR	$	21.90
AMAZON CAPITAL SERVICES	CAT 6 Ethernet Patch Cables	$	81.16
AMAZON CAPITAL SERVICES	Robert's Rule of Order books	$	15.98
AMAZON CAPITAL SERVICES	search warrant supplies	$	424.19
AMAZON CAPITAL SERVICES	USB-C to DisplayPort Cables	$	28.82
AMAZON CAPITAL SERVICES	Wireless mouse, envelopes	$	27.07
AMAZON CAPITAL SERVICES	Supplies for winter events	$	30.99
AMEM	Membership Dues Sadler	$	200.00
AMEM	Membership Dues Boerboom	$	200.00
AMEM	Membership Dues Miller	$	200.00
AMEM	Membership Dues Fiske	$	200.00
ANDREA HEIDI	Mileage	$	20.96
ASCAP	music license	$	867.00
ASPEN MILLS INC	uniform 1 pant, 1 shirt	$	57.33
ASPEN MILLS INC	uniforms and clothing	$	13.98
AT&T MOBILITY	Cell Phones for PD	$	7,998.67
AUTOWASH SYSTEMS INC	Repair to PW Car wash	$	6,718.13
BATTERIES PLUS BULBS	CH door timer control box	$	242.02
BCI CONSTRUCTION INC	Aquatore Bandshell Construction	$	248,707.15
BLAINE BROTHERS INC	Drive Shaft	$	896.53
BLAINE BROTHERS INC	Cradle hand kits: 1315	$	128.37
BLAINE BROTHERS INC	Alignment for 1320	$	453.02
BOLTON & MENK INC	Smart Salt Training	$	1,000.00
BRENNAN JAMES	uniform pants	$	196.80
CAPITAL ONE TRADE CREDIT	Chain Saw Blades	$	161.45
CARLSON JEFFREY	DOT Health Card reimburse	$	110.00
CENTER FOR ENERGY & ENVIRON	EDA HIL Loans 11/30/23	$	18,343.82
CENTERPOINT ENERGY	Gas Service - Dec 2023	$	16,585.14
CENTURYLINK	Telephone Service	$	127.97
CHRETIEN LUANN	Home Improvement Grant	$	321.00
CINTAS CORPORATION	CH mats	$	205.47
CINTAS CORPORATION	mats	$	36.69
CINTAS CORPORATION	CH first aid cabinet supplies	$	96.91
CINTAS CORPORATION	medical cabinet supplies	$	74.89
CORE & MAIN LP	2" Irrig Meter	$	8,338.32
CRAIG RAPP LLC	2024 CPG Membership	$	1,600.00
CRYSTEEL TRUCK EQUIPMENT	Installation of Plate	$	475.00
CRYSTEEL TRUCK EQUIPMENT	Sensor/Bracket for 1315	$	738.80
CRYSTEEL TRUCK EQUIPMENT	Wiring Harness; 1320	$	464.42
CRYSTEEL TRUCK EQUIPMENT	Air Valve; 1162	$	119.69

DERR LISA	Wellness Event Supplies	$	80.00
DETECTACHEM INC	multi drug/meth kits	$	667.21
ECM PUBLISHERS INC	Ad for Bids-National St Project	$	182.75
ELECTRIC PUMP INC	Valve Replacements: LS 6	$	22,085.00
ELECTRIC PUMP INC	LS 23 Wetwell Rehab	$	146,455.00
ELECTRIC PUMP INC	Lift Station Improvement	$	87,614.95
ELLEFSON KAYLA ANN	Home Improvement Grant	$	2,500.00
EMERGENCY AUTOMOTIVE TECH	CSO Truck Repair	$	157.76
ENVIRONMENTAL EQUIPMENT	Broom Torque Motor	$	923.26
EVANS KRISTA	tuition reimbursement	$	267.25
FISH DANIEL M	Party Entertainment-1/31/23	$	150.00
FRIENDLY CHEVROLET INC	Sensor for PD Stock	$	116.70
FUN EXPRESS LLC	Supplies for princess party	$	188.01
FUN EXPRESS LLC	Supplies for winter events	$	202.13
FUN EXPRESS LLC	Supplies for winter Celebration	$	75.56
FUN EXPRESS LLC	Craft for winter event	$	141.40
GRAINGER	Paint for Shop	$	228.72
HAMMER SPORTS LLC	Refs for Adult Basketball League	$	344.00
HAWKINS INC	Water Treatment Chemicals	$	680.89
KATH FUEL OIL SERVICE COMPANY	Grease for Mechanics	$	442.28
KAYE SHAWN	Mileage & Expense Report	$	10.48
KUNKEL ELECTRIC INC	Field & Hockey Rink Lighting	$	173,500.00
LEAGUE OF MN CITIES	2024 City Membership Dues	$	37,549.00
LEAGUE OF MN CITIES INS	2023-2024 Workers Comp Premium	$	308,008.00
LEAGUE OF MN CITIES INS	23-24 Property/Casualty Ins Premiums	$	162,533.00
LENNAR	Wicklow Cove Escrow Release	$	124,948.25
LONG SHOT TRUCKING LLC	Hauling Gravel dirt	$	4,712.50
LONG SHOT TRUCKING LLC	Hauling Gravel dirt	$	19,792.50
MANAGED SERVICES INC	CH janitorial monthly	$	4,418.00
MANAGED SERVICES INC	PD janitorial monthly	$	759.00
MANSFIELD OIL COMPANY	Motor Fuel - Diesel	$	3,191.17
MANSFIELD OIL COMPANY	Motor Fuel	$	13,476.71
MANSFIELD OIL COMPANY	Motor Fuel - Diesel	$	7,444.48
MAUNULA JAAKOB	CompTIA Security+ Class	$	199.00
MENARDS - BLAINE	poly sealant, sponge	$	54.90
MENARDS - BLAINE	Connections/battery/snip	$	60.67
MENARDS - BLAINE	CH lights, grease	$	107.23
MENARDS - BLAINE	Bleach/buckets for well 16	$	17.64
MENARDS - BLAINE	CH light bulbs	$	64.70
MENARDS - BLAINE	CH paint for door signs	$	17.46
METRO AREA MGMT ASSOCIATION	2024 Membership	$	45.00
METRO WATERSHED PARTNERS	2024 Membership	$	4,400.00
MIDWAY FORD COMPANY	Sway Bar Links; 1320	$	78.54
MN DEPT OF TRANSPORTATION	Material Testing & Inspection	$	321.53
MINNESOTA EQUIPMENT	18" Chains for Storm	$	198.94
MINNESOTA EQUIPMENT	Fender for 2396	$	193.08
MN RECREATION & PARK ASSOC	Annual Meeting/Awards Luncheon	$	69.00

MN RECREATION & PARK ASSOC	Annual Membership Dues	$	1,425.00
MN METRO NORTH TOURISM	November 2023 Lodging Taxes	$	10,824.33
MSCIC	MSCIC LE conference	$	200.00
NAT'L RECREATION & PARK ASSOC	Annual Membership Dues	$	700.00
NORTHERN SANITARY SUPPLY	PW Supplies - can liners	$	118.32
NORTHERN SANITARY SUPPLY	liners, soap supplies	$	435.72
NORTHERN SANITARY SUPPLY	MAYC garbage liners	$	25.58
NORTHWESTERN POWER EQUIP	Altitude Valves; Tower 2	$	5,556.00
NORTHWESTERN POWER EQUIP	Altitude Valves; Tower 2	$	6,390.00
NORTHWESTERN POWER EQUIP	Actuator: Tower 2	$	11,235.00
NUSS TRUCK & EQUIPMENT	Brake parts; 1269	$	1,069.69
NUSS TRUCK & EQUIPMENT	Brake parts; 1269	$	310.56
NUSS TRUCK & EQUIPMENT	Brake parts; 1269	$	613.82
OLSEN CHAIN & CABLE INC	Hoist Inspection Labor	$	1,333.58
OPENGOV INC	2023 Budget Software	$	48,935.17
O'REILLY AUTOMOTIVE STORES	Fuse for 1298	$	23.94
OTI INC	Yard waste; Parks	$	2,126.25
PAFFY'S PEST CONTROL INC	City Hall - Pest Control	$	80.35
PAFFY'S PEST CONTROL INC	Public Works Pest Control	$	168.62
PAFFY'S PEST CONTROL INC	MAYC Pest Control	$	59.75
PIONEER PHOTOGRAPHY	Photography Presentation	$	300.00
PRINT CENTRAL	Envelopes	$	1,027.86
PRO-TEC DESIGN INC	Milestone Network Assistance	$	127.50
R & R SUSPENSION	Front Springs for 1320	$	500.00
RECYCLE TECHNOLOGIES INC	Dehumidifier recycling	$	100.00
REPUBLIC SERVICES #894	Shredding-Recycling Sat Events	$	782.00
RIVARD COMPANIES INC	Tree/Stump Removal	$	12,607.00
SBM FIRE DEPARTMENT	Fire Protection Services for 2024	$	415,133.00
SCHINDLER ELEVATOR	CH elevator maintenance	$	320.80
SLAVIK MICHAEL	UAS certification reimburse	$	175.00
SPS WORKS	Dog License Tags	$	251.95
STORM EQUIPMENT LLC	Hyd Cylinders-Pless Plows	$	4,756.44
STRYKER SALES LLC	AEDs - U of M grant applied	$	17,232.68
STUART THOMAS L	Landscape Photography	$	500.00
THE LEADERSHIP GROWTH GROUP	2024 Leadership Group Series	$	600.00
TRI-STATE BOBCAT INC	Skid Steer Brush Hog	$	11,300.00
VIKING ELECTRIC SUPPLY INC	CH ballast light bulbs	$	170.20
WASTEQUIP INC	25 yd Dumpster, Storm	$	6,729.00
WOLFE MICHELLE A	Mileage Reimburse	$	466.75
XCEL ENERGY	Electric Service - Nov 2023	$	26,841.46
ZAYO GROUP LLC	Telephone Service	$	2,986.74
ZIEGLER INC	Safety upgrades/Modifications	$	43,150.00
		$	2,083,893.35

CITY OF BLAINE

SUBSET OF PAYMENTS BETWEEN $20,000 AND $50,000 FROM THE SCHEDULE OF BILLS PAID APPROVED ON 2/5/2024 FOR PAYMENTS THE WEEK OF 1/5/2024

Vendor Name	Description		Amount
ELECTRIC PUMP INC	Valve Replacements: LS 6	$	22,085.00
XCEL ENERGY	Electric Service - Nov 2023	$	26,841.46
LEAGUE OF MN CITIES	2024 City Membership Dues	$	37,549.00
ZIEGLER INC	Safety upgrades/Modifications	$	43,150.00
OPENGOV INC	2023 Budget Software	$	48,935.17

CITY OF BLAINE

SCHEDULE OF BILLS PAID
APPROVED ON 2/5/2024 FOR PAYMENTS THE WEEK OF 1/12/2024

Vendor Name	Description		Amount
1ST AYD CORPORATION	Degreaser for Mechanic Shop	$	479.99
ACCESS	Data Storage	$	130.89
ALLIANCE SOURCE TESTING LLC	Water testing/analysis	$	660.00
AMAZON CAPITAL SERVICES	flash drives, FTO supplies, paper	$	555.00
AMAZON CAPITAL SERVICES	envelops, finger sorter, pens	$	39.57
AMAZON CAPITAL SERVICES	Digital Level	$	117.02
AMAZON CAPITAL SERVICES	PW Pens - Sewer	$	48.84
AMAZON CAPITAL SERVICES	Credit	$	(35.97)
AMAZON CAPITAL SERVICES	Supplies for events	$	11.50
AMAZON CAPITAL SERVICES	Credit	$	(43.98)
AMERICAN RED CROSS	Babysitting Training	$	112.00
ANDREA HEIDI	Conference and Travel Expenses	$	397.80
ANOKA COUNTY	County Recordings	$	92.00
ANOKA COUNTY	2023 County Recordings	$	46.00
ANOKA COUNTY ATTORNEY'S OFFICE	Forfeiture distribution	$	353.60
ANOKA COUNTY LICENSE BUREAU	Tab Renewal - PD	$	97.50
ANOKA COUNTY LICENSE BUREAU	Tab Renewal - PD	$	16.25
ANOKA COUNTY LICENSE BUREAU	Tab Renewal	$	293.00
ANOKA COUNTY LICENSE BUREAU	Tab Renewals	$	3,612.50
ANOKA COUNTY TREASURY DEPT	Patrol - Batteries/microphones	$	486.00
ANOKA COUNTY TREASURY DEPT	Patrol - Batteries/microphones	$	745.50
ANOKA COUNTY TREASURY DEPT	Patrol - Batteries/microphones	$	1,053.36
ANOKA COUNTY TREASURY DEPT	3rd Qtr Signal Maintenance	$	8,422.76
ANOKA HENNEPIN COMMUNITY ED	Adult Volleyball	$	225.00
ASL INTERPRETING SERVICES INC	Interpreting Services Open House	$	138.00
AT&T MOBILITY	Cell Phone Service	$	9,157.95
AUTOMATIC SYSTEMS COMPANY	Plant 1 pressure gauge repair	$	1,344.56
BARNUM COMPANIES INC	PD gate maintenance	$	280.00
BARR ENGINEERING COMPANY	Well 16 & Booster Station	$	296.00
BARR ENGINEERING COMPANY	WTPs 1-3 Upgrade Project	$	1,391.50
BARR ENGINEERING COMPANY	WTP1 underdrain Design	$	11,093.10
BARR ENGINEERING COMPANY	WTP2 Preventative Maintenance	$	5,598.06
BARR ENGINEERING COMPANY	General Engineering Services	$	363.00
BATTERIES PLUS BULBS	Batteries for Liftstations	$	402.40
BATTERIES PLUS BULBS	CH batteries	$	100.60
BATTERIES PLUS BULBS	Batteries for Special Ops	$	25.15
BINDER HEATING AND AIR	Permit Refund B23-00812	$	60.00
BLAINE BROTHERS INC	Camshaft Washers; 1269	$	9.84
BLAINE LOCK & SAFE INC	Keys for Sergeants	$	45.00
BOLTON & MENK INC	Sprint Decom - Tower #1	$	868.50

BOLTON & MENK INC	T-Mobile - Tower #2	$	2,219.50
BOLTON & MENK INC	Sprint Decom - Tower #2	$	579.00
BRAD'S CATCH BASIN REPAIR LLC	Water Service repair	$	6,058.00
CENTENNIAL SCHOOL DIST 12	Jersey Boys outing for MAYC	$	4,680.00
CENTURYLINK	Telephone Service	$	8.39
CENTURYLINK	Telephone Service	$	86.06
CINTAS CORPORATION	Uniform/Rug Rentals - PW	$	400.60
CINTAS CORPORATION	MAYC mats, mops, towels etc	$	36.69
CINTAS CORPORATION	CH mats	$	205.47
CINTAS CORPORATION	Uniform/Rug Rentals - PW	$	178.43
CINTAS CORPORATION	MAYC mats, mops, towels etc	$	36.69
CINTAS CORPORATION	PW med supply cabinet	$	255.39
CITY OF LEXINGTON	Jan 2024 Sewer Services	$	4,295.35
CIVICPLUS, LLC	Civic Plus Annual Fee	$	5,989.55
COMCAST	Internet for Public Wi-Fi	$	164.90
COMCAST	PW Cable TV	$	20.98
COMCAST	Cable TV	$	36.22
COMO LUBE & SUPPLIES INC	Disposal fees	$	465.00
CONNEXUS ENERGY	Electric Service	$	3,097.16
CONNEXUS ENERGY	Electric Service	$	7,452.64
COREMARK METALS	Material for Tractor Broom	$	50.01
CRYSTEEL TRUCK EQUIPMENT	F250 build up; unit 3430	$	1,060.00
CRYSTEEL TRUCK EQUIPMENT	F350 Buildup #4624	$	22,093.69
ECKBERG LAMMERS PC	Prosecution Fees	$	22,042.99
ECM PUBLISHERS INC	Advertising & Public Notices	$	709.50
ECM PUBLISHERS INC	Advertising & Public Notices	$	64.50
ECM PUBLISHERS INC	Advertising & Public Notices	$	112.87
ECM PUBLISHERS INC	Advertising & Public Notices	$	91.37
ECM PUBLISHERS INC	Advertising & Public Notices	$	118.25
ECM PUBLISHERS INC	2023 Public Hearing Notices	$	96.75
ECOWATER	Permit Refund B23-04094	$	60.00
ELECTRIC PUMP INC	LS 13 float repair/replace	$	372.39
EMERGENCY AUTOMOTIVE TECH	Push Bumpers, Fender Wraps	$	1,202.09
EMERGENCY MEDICAL PRODUCTS	Tourniquets, QuickClot, Chest Seals	$	900.10
EVERLIGHT SOLAR	Permit Refund B23-04965	$	80.00
FIDELITY SECURITY LIFE INS	EyeMed- Vision	$	788.30
FORCE AMERICA DISTRIBUTING	Feedback sensor; PW Stock	$	1,866.91
FRIENDLY CHEVROLET INC	Rotors for PD Stock	$	263.52
FRIENDLY CHEVROLET INC	Rotors for PD Stock	$	395.28
FRIENDLY CHEVROLET INC	Exhaust Gaskets; 5311	$	54.07
GLADWIN MACHINERY SOLUTIONS	Mechanic Shop Tools	$	186.28
GOPHER STATE ONE CALL INC	Water & Sewer Locate Fees	$	502.20
GRAINGER	Tubing Cutter Wheel; Water	$	78.08
GUARANTY COMMERCIAL	ZL 24-0002, Zoning Letter Refund	$	30.00
H & L MESABI COMPANY	Plow Equipment Parts	$	3,387.00
HAVENPARK COMMUNITIES	ZL 23-0039, Zoning Letter Refund	$	30.00
HAWKINS INC	Water Treatment Chemicals	$	22,246.55

HAWKINS INC	Water Treatment Chemicals	$	2,249.00
HAYLE BENJAMIN	Conference and Travel Expenses	$	427.80
HOLIDAY COMPANIES	Car Washes - PD	$	625.00
HOLIDAY COMPANIES	Car Washes - Comm. Stds.	$	30.00
HYDRAULIC SPECIALTY INC	Fittings for Excavator 4601	$	306.35
I & S GROUP INC	Aquatore-Professional services	$	3,223.75
IMPACT PROVEN SOLUTIONS	UTILITY BILLING INVOICE PRINTING	$	3,979.67
INDELCO PLASTICS CORPORATION	Supplies for Plant 4	$	156.65
INSIGHT PUBLIC SECTOR INC	ArcGIS Azure Hosting	$	2,503.91
INSTRUMENTAL RESEARCH INC	Water Sample Testing	$	840.00
JOHNSON LITHO GRAPHICS	Recycling Saturday Postcards	$	9,410.54
JOHNSON LITHO GRAPHICS	Recycling Flyer	$	9,169.54
JOHNSON LITHO GRAPHICS	January MAYC Newsletter	$	1,916.56
JOHNSON LITHO GRAPHICS	Jan/Feb CityConnect Newsletter	$	13,438.81
KENNEDY & GRAVEN CHARTERED	Legal Services	$	120.00
KNOWBE4 INC	Security Awareness Subscription	$	7,021.80
LANGUAGE LINE SERVICES INC	Language Line chargers - Dec 2023	$	271.92
LAWSON PRODUCTS INC	Mechanic shop supplies	$	806.46
LEAGUE OF MN CITIES INS	Workers comp insurance claim	$	1,709.62
LEAGUE OF MN CITIES INS	Claim - Cracked Water Filter	$	300.00
LENNAR	Escrow Releases	$	41,061.37
LENNAR	Escrow Releases	$	225,389.08
LINE 1 PARTNERS INC	WTP 1 Camera Repair	$	177.55
LONG SHOT TRUCKING LLC	Haul Street Sweepings	$	17,291.25
LRS PORTABLES OF MINNESOTA	Satellite Rental - Parks	$	2,632.56
MACQUEEN EQUIPMENT INC	Plow Parts; PW Stock	$	7,890.55
MANSFIELD OIL COMPANY	Unleaded Fuel	$	9,018.03
MBPTA	2024 Membership Annual Renewal	$	100.00
MELY GREG	BO License - Mileage and Expense	$	213.97
MENARDS - BLAINE	Shop Vacs/Supplies-Storm/Sewer	$	259.55
MENARDS - BLAINE	Brace, Tape, Batteries	$	31.43
MENARDS - BLAINE	Steel racking for WTP 4 storage	$	2,290.42
MENARDS - BLAINE	CH light bulbs	$	85.81
MENARDS - BLAINE	CH door lock	$	114.83
MENARDS - BLAINE	Materials to build UAS Stands	$	103.42
METRO FURNITURE SOLUTIONS	Warranty service for chair repair	$	180.00
MINNEAPOLIS OXYGEN COMPANY	Oxygen Cylinders for PD	$	153.67
MINNESOTA EQUIPMENT - ROGERS	Plow Cutting edges	$	947.72
MN DEPT OF LABOR AND INDUSTRY	December 2023 State Surcharge	$	12,187.53
MUNICIPAL BUILDERS INC	WTP 1 Filter #2 Underdrain	$	14,800.00
MUNICIPAL BUILDERS INC	WTP #2 Preventative Maintenance	$	197,758.75
NORTH AMERICAN TRAILER	Fitting for 1288	$	7.36
NUSS TRUCK & EQUIPMENT	Seal, Bushing	$	12.84
NUSS TRUCK & EQUIPMENT	Wheel Speed Sensor	$	84.36
NUTRITIONAL WEIGHT & WELLNESS	Dec 14 Wellness Event	$	400.00
OLSEN CHAIN & CABLE INC	PW Crane Safety improvements	$	2,230.16
PHASOR ELECTRIC COMPANY	Repair Luminaire; Main St Bridge	$	4,000.00

PLAISTED COMPANIES INC	Class 5 for Road Shouldering	$	1,103.48
PLAISTED COMPANIES INC	Class 5 for Road Shouldering	$	1,903.66
PRECISE MRM LLC	GPS Management	$	1,360.00
PRINT CENTRAL	Driver Vehicle Inspection Reports	$	760.92
PRO-TEC DESIGN INC	Plant 4 Camera Repair	$	535.50
PRO-TEC DESIGN INC	Cold storage-Video server repair	$	331.50
PRO-TEC DESIGN INC	remount access control board	$	694.19
PRO-TEC DESIGN INC	CH access panel repair	$	229.50
R&R SPECIALTIES OF WISCONSIN	Rollers for brooms	$	477.90
RIDGEWAY & ASSOCIATES	Mental Wellness Program	$	1,190.00
ROADKILL ANIMAL CONTROL	Disposal of Dead Deer	$	412.00
SAFE-FAST INC	Foldable signs; Storm	$	958.00
SESAC	music license	$	1,888.00
SMITH MARK	Mileage	$	12.31
SNAP-ON INDUSTRIAL	Tools for Mechanics Shop	$	493.44
SNAP-ON INDUSTRIAL	Tools for Mechanics Shop	$	403.24
STANDARD INSURANCE CO	Life Insurance	$	8,717.58
STATE OF MINNESOTA	Forfeiture distribution	$	176.80
STEWART PLUMBING INC	Partial Permit Refund B23-05023	$	60.00
SUN LIFE FINANCIAL	Long Term Disability Insurance	$	5,041.94
SUSA	SUSA 2024 Memberships	$	125.00
SUSA	SUSA 2024 Memberships	$	125.00
SUSA	SUSA 2024 Memberships	$	125.00
SUSA	SUSA 2024 Memberships	$	125.00
SYN-TECH SYSTEMS	FuelMaster Maintenance Subscription	$	550.00
T&T DIRTWORKS LLC	Repair water service	$	2,700.00
TEAMSTERS LOCAL #320 WELFARE	Police Dental Insurance	$	8,322.00
T-MOBILE USA INC	Cell phone tracking	$	25.00
TRI-COUNTY LAW ENFORCEMENT	2024 Membership Dues	$	90.00
TRI-STATE BOBCAT INC	Handle Assembly; 1224	$	490.16
ULINE	Dry Erase Board	$	924.69
ULINE	Markers/magnets/headgear-PW	$	322.38
UNIQUE PAVING MATERIALS	Cold Patch for Street Maintenance	$	1,703.16
US BANK	Fiscal Agent Fees - Bond 2017A	$	500.00
US BANK	Fiscal Agent Fees - Bond 2022A	$	500.00
USA BLUEBOOK (#657220)	Manhole Net w/Pole	$	34.95
USA BLUEBOOK (#657220)	Locating Paint; Water	$	524.03
WALTERS RECYCLING & REFUSE INC	Garbage and Recycling Contract	$	392,517.01
WARNING LITES OF MN	Traffic Control Equipment	$	2,999.43
WSB & ASSOCIATES INC	LAC Hockey Rinks	$	2,788.50
WSB & ASSOCIATES INC	AUAR Contract - Northtown	$	11,539.25
WSB & ASSOCIATES INC	Tree Removal Guidance Plan	$	1,467.50
ZIEGLER INC	Mirror for 4601	$	47.29
ZOLL MEDICAL CORPORATION	Rescue Pods for Patrol	$	1,410.00
		$	1,218,873.41

CITY OF BLAINE

SCHEDULE OF BILLS PAID
APPROVED ON 2/5/2024 FOR PAYMENTS THE WEEK OF 1/12/2024

Vendor Name	Description		Amount
ECKBERG LAMMERS PC	Prosecution Fees	$	22,042.99
CRYSTEEL TRUCK EQUIPMENT	F350 Buildup #4624	$	22,093.69
HAWKINS INC	Water Treatment Chemicals	$	22,246.55
LENNAR	Escrow Releases	$	41,061.37

CITY OF BLAINE

SCHEDULE OF BILLS PAID
APPROVED ON 2/5/2024 FOR PAYMENTS THE WEEK OF 1/19/2024

Vendor Name	Description		Amount
ACME TOOLS	Water Dept Tools	$	79.00
ACME TOOLS	Water Dept Tools	$	149.00
ACME TOOLS	Water Dept Tools	$	478.00
AMAZON CAPITAL SERVICES	3 ring binders	$	24.05
AMAZON CAPITAL SERVICES	labels, cups	$	121.26
AMAZON CAPITAL SERVICES	Monthly Planners	$	26.77
AMAZON CAPITAL SERVICES	Monthly Planners	$	18.78
AMCS GROUP INC	Software Subscription	$	2,267.69
ANOKA COUNTY	Recording Fees	$	132.00
ANOKA COUNTY	Recording Fees	$	112.00
ANOKA COUNTY	2023 County Recordings	$	46.00
ANOKA COUNTY	Recording Fees	$	46.00
ASPEN MILLS INC	uniform 3 shirts	$	168.90
AUTOMATIC SYSTEMS COMPANY	SCADA System work in 2023	$	64,827.75
AX BLAINE 35 LP	TIF Proceeds Paid - TIF District 1-22	$	35,587.40
BAKER TILLY MUNICIPAL ADVISORS	2023 Disclosure Services	$	2,200.00
BATTERIES PLUS BULBS	cold storage batteries	$	239.82
BLAINE BROTHERS INC	Hose swivel	$	11.64
BLAINE CUSTOM APPAREL	staff shirts	$	181.00
BLAINE LOCK & SAFE INC	spare master keys	$	72.00
BLAINE TOWN SQUARE APTS	TIF Proceeds Paid - TIF District 1-17	$	52,419.14
BMI GENERAL LICENSING	music license	$	435.00
BRAUN INTERTEC CORPORATION	Aquatore Bandshell Inspection	$	4,924.00
BRAUN INTERTEC CORPORATION	Construction Materials Testing	$	1,465.00
CENTERPOINT ENERGY	December Gas Service	$	2,382.90
CHESNESS SHERI	mileage reimbursement	$	18.09
CINTAS CORPORATION	Uniform/Rug Rentals	$	400.60
CIVICPLUS, LLC	Legislative System Contract	$	19,950.00
CLP GRAPHICS INC	Public Notice Signs	$	1,184.00
COMCAST	Internet and Television - MAYC	$	244.10
CONNEXUS ENERGY	10601 Nassau St NE	$	14.50
CONNEXUS ENERGY	10601 Nassau St NE	$	35.00
CONNEXUS ENERGY	10603 Nassau St NE	$	35.00
CONNEXUS ENERGY	10605 Nassau St NE	$	35.00
CONNEXUS ENERGY	1402 89th Ave NE Monument	$	14.50
CORE & MAIN LP	Meters/Flanges	$	27,101.29
CREST VIEW CORPORATION	TIF Proceeds Paid - TIF District 1-18	$	91,068.86
DELEGARD TOOL COMPANY	Tools for Mechanic Shop	$	585.17
DELEGARD TOOL COMPANY	Hyd Press for Shop	$	3,633.76
DELUXE	Deposit Tickets	$	223.23

DUCHENE MARK	Uniform boots	$	250.00
E G RUD & SONS INC	Survey for 105th & 109th	$	1,681.00
E G RUD & SONS INC	Happy Acres Park	$	2,600.00
E G RUD & SONS INC	Sunrise Pond Park	$	2,640.00
E G RUD & SONS INC	Jim Peterson Park	$	2,640.00
ECM PUBLISHERS INC	WTP Chemical ad	$	182.75
ECM PUBLISHERS INC	Publish Ad for PHN	$	268.74
ECM PUBLISHERS INC	Publish PHN-Pleasure Creek	$	279.50
EVANS KRISTA	tuition reimbursement	$	743.25
FLOCK SAFETY/FLOCK GROUP	Safety Cameras-Software Licensing	$	114,200.00
FOREVER FLORAL	Flowers for a funeral	$	55.00
FRIENDLY CHEVROLET INC	Bolt	$	67.40
FUN EXPRESS LLC	supplies for events	$	398.25
GIMPL TAMMY	Kennel Services for Dec, 2023	$	350.00
GROUND PENETRATING RADAR	Underground Utility Locating	$	2,050.00
GROUP HEALTH NON-PATIENT A/R	monthly benefits charge-EAP	$	236.00
HOLTZ ZACHARY MICK	Forfeiture case #21-072941	$	500.00
HYDRAULIC SPECIALTY INC	Fittings for Excavator	$	10.17
INDELCO PLASTICS CORPORATION	Tubing/Connectors/Orings	$	2,008.89
INTELLIGENCE NEXUS LLC	Web Development/Hosting	$	3,500.00
I-STATE TRUCK CENTER	Insurance Claim	$	272.23
I-STATE TRUCK CENTER	Insurance Claim	$	49.34
IUOE LOCAL 49 FRINGE BENEFIT	December Union Apprenticeship Fund	$	778.65
JACOBSON MAGNUSON	2023 Federal Lobbyist Services	$	4,500.00
JUSTFOIA INC	JustFOIA Data Request Software	$	14,098.24
KRIEGER JEROME	Mileage	$	25.06
KWIK TRIP INC	Easement Acquisition	$	900.00
LABELLE PAUL	Home Improvement Grant	$	1,286.00
LANDS' END BUSINESS OUTFITTERS	uniform shirt	$	89.86
LEADS ONLINE	LEADS online system-2024	$	6,704.00
LEAGUE OF MN CITIES	Storm Water Coalition Annual Fees	$	2,520.00
LOCKRIDGE GRINDAL NAUEN PLLP	2024 State Lobbyist Services	$	3,166.66
LRS PORTABLES OF MINNESOTA	Satellite Rental - Parks	$	1,289.35
LUTHER BROOKDALE CHEVROLET	Repairs	$	719.80
MACQUEEN EQUIPMENT INC	Shoe Legs for Plows	$	253.32
MADDEN GALANTER HANSEN LLP	attorney fees	$	107.50
MANAGED SERVICES INC	CH soap, tp	$	657.20
MC TOOL & SAFETY SALES	Locator for 4624	$	658.07
MC TOOL & SAFETY SALES	Locator for 4623	$	658.07
MC TOOL & SAFETY SALES	General supplies	$	372.82
MENARDS - BLAINE	General Supplies	$	38.55
MENARDS - BLAINE	Air Dryer Parts	$	262.04
MENARDS - BLAINE	Piping for WTP 2	$	134.73
MENARDS - BLAINE	nuts/washer, drain tube	$	25.03
MENARDS - BLAINE	HVAC parts	$	27.96
MENARDS - BLAINE	CH bulbs, gallon tote	$	90.08
METRO CITIES	2024 Membership Dues	$	14,200.00

METRO-INET	Internet Support Services	$	2,942.00
METROPOLITAN COUNCIL	December 2023 SAC	$	157,474.45
MICKMAN BROTHERS INC	Irrigation Repairs	$	1,386.23
MIDWAY FORD COMPANY	Vehicle Repair	$	807.17
MIDWAY FORD COMPANY	Shaft for unit 5306	$	102.30
MINNEAPOLIS SAW COMPANY	Saw Chain/Wedges/rigging	$	419.56
MN DNR EC0-WATERS	Permit Fees - Water use	$	76,653.92
M-R SIGN COMPANY INC	Sign Posts	$	2,491.50
NATIONAL SPORTS CENTER	MASC/COB Field 55/46 Construction	$	500,000.00
NORTHLAND CAPITAL	Fitness Equipment Lease	$	832.43
O'REILLY AUTOMOTIVE STORES INC	Steering Column Parts	$	157.79
PARK CONSTRUCTION COMPANY	2023 SE Area Street Reconstruction	$	142,653.17
PLANT & FLANGED EQUIPMENT	Plant 2 Improvements	$	386.95
PLANT & FLANGED EQUIPMENT	Gate valve/Piping	$	6,838.00
PRINT CENTRAL	Business Cards	$	39.00
PRO-TEC DESIGN INC	Cold storage recorder repair	$	127.50
RIVARD COMPANIES INC	Tree/Stump Removal	$	990.00
ROLFES LAURA	training- meals	$	76.90
ROSS JAMES	training- meals	$	55.16
SAM'S CLUB/SYNCHRONY BANK	Interest Charge	$	11.79
SAM'S CLUB/SYNCHRONY BANK	food and supplies	$	146.94
SCHINDLER ELEVATOR CORPORATION	CH repair	$	1,102.28
SHORT ELLIOTT HENDRICKSON INC	Nat'l St Water Service Improve	$	888.65
SRI BLAINE LLC	TIF Proceeds Paid - TIF District 1-20	$	39,429.48
STAR TRIBUNE	Notice of Public Hearing	$	102.70
STAR TRIBUNE	Publish Ad for PHN-Interim CUP	$	79.00
STEFCZAK DANIEL	training- meals	$	81.07
STOCKER ANDREA KIM	Home Improvement Grant	$	3,335.00
SVAP II OAK PARK PLAZA LLC	TIF Proceeds Paid - TIF District 1-19	$	47,994.31
THE FIRE GROUP INC	Applied for wrong permit	$	245.00
TOLL GAS & WELDING SUPPLY	Welding Bay Supplies	$	226.90
TRI-STATE BOBCAT INC	Adapter Frame	$	2,250.00
TRI-STATE BOBCAT INC	Chain Saw Chains	$	150.00
USDA APHIS	Geese Control	$	590.20
VARONE TOOTIE	Refund	$	500.00
WALTERS RECYCLING & REFUSE INC	Organics Collection	$	150.00
WSB & ASSOCIATES INC	99th Ave/Baltimore St Roundabout	$	10,185.90
WSB & ASSOCIATES INC	Public Works Drainage Improve	$	476.50
XTREME CUSTOM APPAREL	uniform-winter hat	$	25.00
ZIEGLER INC	Filter for 4601	$	53.86
ZIEGLER INC	Filters	$	189.84
		$	1,504,152.16

CITY OF BLAINE

SUBSET OF PAYMENTS BETWEEN $20,000 AND $50,000 FROM THE SCHEDULE OF BILLS PAID APPROVED ON 2/5/2024 FOR PAYMENTS THE WEEK OF 1/19/2024

Vendor Name	Description		Amount
CORE & MAIN LP	Meters/Flanges	$	27,101.29
AX BLAINE 35 LP	TIF Proceeds Paid - TIF District 1-22	$	35,587.40
SRI BLAINE LLC	TIF Proceeds Paid - TIF District 1-20	$	39,429.48
SVAP II OAK PARK PLAZA LLC	TIF Proceeds Paid - TIF District 1-19	$	47,994.31

City of Blaine
City Council Workshop

January 8, 2024 | 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.

2. Roll Call

PRESENT: Mayor Tim Sanders, Councilmembers Leslie Larson, Chris Massoglia, Tom Newland, Jess Robertson, and Lori Saroya (arrived at 5:36PM).

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; Police Captain Joe Gerhard; Finance Director Jason Zimmerman; Director of Engineering Dan Schluender; Communications Manager Ben Hayle; and City Clerk Catherine Sorensen.

3. New Business

3.1. 2024-018 Closed Session Pursuant to MN Statute 13D.05 Subd. 3(b) - Discuss Active Litigation with Blaine Atlantic, LLC
Sponsors: Erik Thorvig, Community Development Director

Motion by Councilmember Robertson, seconded by Councilmember Newland, to move into Closed Session pursuant to Minnesota Statute 13D.05 Subd. 3(b) to discuss active litigation with Blaine Atlantic.

Upon conclusion of the closed session topic, Mayor Sanders opened the meeting at 6:00PM.

3.2. 2024-019 NSC Turf Field Financing/Anoka County HRA
Sponsors: Erik Thorvig, Community Development Director

Community Development Director Thorvig stated at the December 11, 2023, workshop, the City Council discussed funding options for the NSC turf field project. One of the options discussed was receiving funding from the Anoka County HRA. There were several questions posed by the City Council. Since that meeting, staff has received additional information from Anoka County staff and analyzed different scenarios. Staff reviewed the scenarios available to the Council in further detail and requested direction on how to proceed.

Mayor Sanders stated the county HRA option is appealing noting once the $12 million is covered, the City would have $1.5 million annually and would save the city $6 million in interest. He indicated he was pleased the city had options when it came to funding the turf fields. He questioned what the mechanics would be to have the city cover the levy ($47 per home). Mr. Thorvig explained the county would levy the funding immediately and the money collected would pay the county back.

Mayor Sanders asked if there was a way for the city to offset the expense of the levy for the residents. Mr. Thorvig did not believe this was possible.

Councilmember Robertson stated the last thing she wanted to do was put up any roadblocks to this project. She indicated she was still apprehensive about joining the Anoka County HRA. She stated she was bothered by adding another line to residents' property tax statement by pursuing another levy. She explained when the council began this process, the goal was to navigate multiple governmental agencies to get a land lease and this hurdle was cleared. She reported the second goal was to not go to the taxpayers to cover the expense of the turf fields. She stated to her it felt disingenuous to get into a scenario where the city would be going to the taxpayers. She indicated she was frustrated by the response from the county. She commented on how she did not want the city to be beholden to the county indefinitely. She reported at this time, she would support the tax abatement option. She stated a backup option for her would be the EDA levy/abatement option.

Councilmember Newland stated he supported the tax abatement option. He discussed how the county HRA option would save money, but then the expense of the project would be assumed by Blaine taxpayers.

Councilmember Massoglia agreed with trying to minimize the burden on Blaine taxpayers. He understood the desire to save $5 million in interest and encouraged staff to continue to find cost saving options. He stated he supported the tax abatement option.

Councilmember Saroya questioned where the developers portion came from. Mr. Thorvig indicated this was a predetermined value put on the NSC property through old legislation when the land was acquired.

Councilmember Saroya inquired if the land value designation could be increased.

Mayor Sanders stated it was his understanding a 90-year lease was in place and noted the NSC pays $300,000 for their land. Mr. Thorvig provided further information on how the land would be owned going forward.

Councilmember Saroya indicated she was struggling with all of these options. She explained she was told residents would not have to pay for this project so she originally offered her support. She stated it feels like taxpayers would be paying for private control of this property. She said she did not approve of the optics of this project and would not be offering her support. Mr. Thorvig reported the tax abatement option would be using new property tax revenue to cover debt service.

Doug Green, Baker Tilly, commented on the bonding numbers and estimated the interest rate would be 3%. However, he noted he was unsure what the interest rates would do in the next three months.

Councilmember Robertson asked what the timeline was for this project. Mr. Thorvig explained the city had to have the funding source identified by March 31.

Mayor Sanders encouraged staff to reengage with the school board and county to let them know the city was interested in moving forward with the tax abatement plan.

Councilmember Larson supported the city moving forward with the tax abatement option.

Council consensus was to pursue the tax abatement option with the EDA levy/abatement option as a back-up if needed.

3.3. 2024-020 Concept Subdivision Review for 9240 West 35W Service Drive
Sponsors: Sheila Sellman, City Planner

City Planner Sellman stated the subject site is 4.71 acres and is zoned Single Family Residential (R-1AA) and guided Low Density Residential (LDR). The applicant is requesting feedback on rezoning to Development Flex (DF) for 22 townhomes with a private street. The townhome units will be in groups of three and four. In addition to the rezoning, a comp plan amendment is necessary for the proposed townhome development. The LDR designation allows for single-family homes and manufactured homes with a density of 2.5-6 units an acre. The applicant was unable to lay out a single family detached subdivision on the lot that met the minimum density of the LDR land use (2.5 units per acre) due to the configuration of the wetlands on the property, and is therefore proposing a townhome development. In order to allow for the townhome development, the land use designation will need to be changed to Low Density Residential/Medium Density Residential (LDR/MDR) which has a density of 2.5-12 units an acre and allows single family residential, manufactured homes, and attached single family such as triplexes, quads, and townhomes. As proposed, the density is 5.96 units an acre. As proposed, there are 22 townhome units that are in blocks of three or four and accessed by a private street. Staff commented further on the proposed subdivision and requested feedback from the Council.

Councilmember Newland requested further information regarding why the current zoning for single family does not work. Ms. Sellman explained density calculations allow for wetlands to be removed, and after this land has been removed from the equation, the lot sizes will not work for single family residential.

Councilmember Robertson indicated she could possibly support this project. She explained the surrounding lots were not typical city lots but all varied in size. She noted she did not want quality of life to be upset for the neighboring properties. She hoped that if a development were to occur on this site that the proposed facades would be elevated and the trees be protected.

Councilmember Newland explained he was leaning towards not supporting this concept. He reported there were no townhomes in this area and the area was surrounded by commerce, industrial properties and a park and ride. He did not support this site having townhomes given the high level of traffic that would be passing by this property on a daily basis. He commented on how the surrounding neighborhood was against the church that was proposed in this area because it meant the tree buffer would be lost.

Councilmember Larson indicated she normally doesn't like switching from low-density residential to a higher density. However, she was not opposed to this proposal because the units are not stacked or a higher elevation. She did not believe the surrounding property owners would see the proposed townhomes. She explained she appreciated the high level of trees that would be saved as this would provide a buffer between the existing homes and proposed townhomes.

Councilmember Massoglia stated he did not strongly support this proposal. He was of the opinion this was a prime spot for a light industrial use.

Councilmember Saroya indicated she did not support changing the zoning, nor did she support the proposed townhomes. She asked what the options were for this property if the townhomes did not move forward. Ms. Sellman reported a comprehensive plan amendment and rezoning would be required to develop this property. She explained the property could develop into townhomes, apartments or an industrial use. Mr. Thorvig stated an industrial use or commercial use would have more impact than the proposal currently before the council.

Councilmember Robertson stated the intent behind the proposal was to recoup land costs. She anticipated the landowner could build two homes on this property. Ms. Sellmen estimated two or three homes could be build.

Councilmember Larson commented if the council were oppose the townhomes, she wondered how the neighbors would respond to an industrial proposal.

Councilmember Massoglia indicated the neighboring homes were quite a distance from this property. He was of the opinion a light industrial use would have a minimal impact.

Mayor Sanders stated Commers Water was just to the south of this property and the homes could not see that location.

Councilmember Robertson discussed how tree removal on the subject property could adversely impact the neighbors and their view of the new use.

Councilmember Massoglia stated this was a fair point, but he believed the city does have a need for additional light industrial properties.

Councilmember Newland suggested a tree inventory be completed on this property.

Councilmember Robertson supported this suggestion and recommended a traffic study also be completed.

Councilmember Saroya asked if the city has engaged with the surrounding residents. Ms. Sellman reported this would not occur until a formal application was brought to the city.

Council shared concerns about the attractiveness of the proposed units and felt that the units did not fit with the site. Council was not opposed to the proposed elevation compared to an apartment building given the current presence of tree coverage and felt the site may be better suited for a light industrial use. Council suggested a tree study and traffic study be conducted to determine potential tree loss and road/driveway access before final direction could be provided.

3.4. 2024-021 Lakes Parkway and Zest Street Extension Cost Share Options
Sponsors: Daniel Schluender, Director of Engineering

Director of Engineering Schluender stated this item was first introduced to council at a workshop meeting in July 2022, when the HJ Development team presented their potential development at the southwest corner of 125th Avenue/Lexington Avenue. There was information provided in the staff report regarding the City potentially sharing in the infrastructure costs associated with the development of the southwest corner. Unfortunately, there was little discussion at that workshop about a potential cost share in infrastructure improvements. This item was brought back to council in June, 2023, where staff presented to council the estimated cost of the infrastructure outside developer's property/project boundaries. That infrastructure includes a portion of Zest Street, and Lakes Parkway from Zest Street, east to Lexington Avenue. The estimated construction cost for these roadway portions is estimated at $1,068,471. The Lakes Parkway extension to the west of Zest Street is not considered at this time and would be addressed if/when development occurs that abuts this road. Council requested that staff bring back funding options to advance the project (Lakes Parkway from Lexington Avenue to Zest Street and Zest Street from Lakes Parkway to the north end of the treatment plant parcel). Staff reviewed the options available to the Council and requested direction on how to proceed.

Councilmember Massoglia indicated he would support Option 3 or 4.

Councilmember Larson asked what needs to get started. Mr. Schluender indicated a developer laid out a preliminary plan for a potential development and noted this developer was seeking direction from the city on how this roadway would develop. Mr. Thorvig explained HJ Development was locked into the commercial piece of the development and

was looking to begin construction in 2025. He noted what happens on the west side of the roadway was still fluid.

Councilmember Robertson indicated she could support the use of MSA dollars for this project. She indicated this was a unique project. She commented on how the city has offered wetland credits or other assistance to other developments and for this reason, she could support offering aid to this project.

Councilmember Saroya questioned how MSA dollars could be used by the city. Mr. Schluender explained MSA dollars can be used for maintenance of state aid routes in Blaine. He noted they are also used when reconstructing MSA roadways.

Councilmember Saroya asked how big the MSA fund was at this time, and how much was being proposed for this project. Mr. Schluender reported the city receives $2 million annually and the city uses around $1.5 to $2 million each year for projects.

Councilmember Newland stated he supported using the MSA funds for this project. He supported Option 3 moving forward.

Mr. Thorvig commented on how the commercially zoned properties along this roadway would increase in value once the roadway was completed.

Councilmember Newland asked how the neighbors felt about pending development. Mr. Schluender indicated the city has not had conversations with the homeowners directly, but they are aware that development is occurring around them.

Councilmember Robertson questioned when these properties were rezoned. Mr. Thorvig reported the rezoning occurred two years ago.

Councilmember Larson stated she supported Option 3 or 4 moving forward.

Councilmember Saroya inquired if the residents were thinking about selling or were they being forced out of their homes because of the proposed that was occurring around them. Mr. Schluender explained the last time he spoke with both property owners was to purchase right of way for installation of the water and sewer. He noted one of the individuals has entertained offers but may not be interested in selling yet and the other parcel owner knows it is a development opportunity but it was all about timing at this point. He reported staff would be speaking with the property owners after this meeting.

Councilmember Newland stated he did not believe Option 4 was fair given the fact the property owners would have zero assessment. For this reason, he supported Option 3 moving forward.

Mayor Sanders asked if Option 3 would allow for a deferment until the properties developed. Mr. Schluender stated he could speak to the city attorney to see if this was an option.

Councilmember Larson recommended Option 3 move forward.

Council consensus was to use Option 3 to advance the project with an offset of the assessments (50%) and the use of the city's Municipal State Aid funds (50%) and if allowed defer the 50% payment until the parcels develop.

Mr. Schluender explained he would reach out to the commercial developer stating there was a general consensus for Option 3, noting this project could be laid out for 2025 construction.

3.5. 2024-022 State and Federal Legislative Agendas
Sponsors: Michelle Wolfe, City Manager

City Manager Wolfe stated the City of Blaine has contracts in place with one state lobbying firm and two federal lobbying firms. It is important to establish the city's legislative agendas as a means to set goals for our lobbyists. For the past few years, funding for T.H. 65 has been the city's clear number one priority. With the successful 2023 efforts to obtain funding for the Phase 2 segment of the project, our legislative priorities need to be re-established. Staff reviewed the draft state lobbying priorities document. It also includes goals for lobbyists. In addition, there is some verbiage included regarding how staff will approach requests for city positions on proposed legislation. During the workshop discussion, staff would like feedback from council regarding the priorities and other topics.

Ms. Wolfe reported in terms of federal lobbying, the top priority was T.H. 65. The other focus for our federal lobbying has been grants. Staff's suggestion for focus in 2024 is on grants. We will be meeting with our federal lobbying teams to review our capital plans and other city priorities to identify potential federal grant programs, including congressional directed spending ("earmarks"), which could be pursued during the year. The Ferguson Group will be our primary resource for grant programs. The Jacobson Law Group will focus on potential 2024 earmark requests. Once those meetings have occurred, staff will report back to the City Council regarding proposed plans for the year. As with state legislation, if we become aware of any federal bills for which we should take a position to have our lobbyists represent, we will bring the matter to the attention of the council as outlined in the State priorities document. Staff reviewed the proposed priorities for the upcoming year and requested direction from the Council on how to proceed.

Mr. Thorvig commented on a potential sales tax district that could be pursued by the city for the 105th Redevelopment Area/tourism district. He explained the funding received could be used to pay down the turf debt and to maintain this area.

Councilmember Saroya indicated she could support a tourism tax, but she did not want this tax to be charged to Blaine residents.

Councilmember Massoglia stated he would be open to discussing a tourism tax for the months of June and July, but he did not believe this should be very high on the city's legislative priorities.

Councilmember Robertson supported the city keeping this an option because this would be a non-property tax revenue source for the city. She supported the city finding a way to

pursue dollars for Fogerty Arena because they are in need of energy improvements.

Mayor Sanders suggested federal dollars be pursued for these improvements.

Councilmember Massoglia asked that staff provide the council with more information regarding Fire Station 5, noting all members of the council may not support this plan. Safety Services Director/Police Chief Podany stated discussions have been suspended to allow the city to get through the budget cycle and the new year. He reported this topic will be brought to the full council at some point.

Mayor Sanders stated he would like to be alerted if there is a committee hearing regarding the cable television issue. He noted the council Could then discuss the topic and make a decision.

Councilmember Massoglia agreed. He commented on how the attorney for North Metro Television, who is also the attorney for CCX, drafted the legislation regarding this matter. He discussed who the proposed legislation would allow franchise fees to be imposed on those with cable, fiber and internet subscriptions.

Ms. Wolfe reported the goal for many of the items listed by staff would be for the lobbyists to monitor and report back to the city.

Councilmember Saroya explained she liked the list then asked that further work be done to protect manufactured homes. Mr. Thorvig stated he could speak with Ms. Showalter to learn more about this legislation.

Councilmember Saroya asked that homelessness and encampments be another item added to the list to be monitored. She recommended childcare/healthcare and mental health be focused on. She inquired how the city could engage its state reps for the upcoming session. Ms. Wolfe reported with Highway 65 staff worked with the state reps directly, but the initiatives for 2024 would require more monitoring and discussion. She noted the list of items to be monitored would be shared with the state reps to ensure they know where the city is at.

Councilmember Robertson suggested funding for the city's ADA transition plans be pursued both from the state and federal government. Ms. Wolfe explained the city may not be successful in receiving dollars for this topic, but noted she would add this priority to the list for federal grant or earmark dollars.

Ms. Wolfe noted she would redraft the priorities and provide the new document to the council for review.

4. Other Business

City Clerk Sorensen provided the council with an update regarding city commissions and boards. She reported the city received 15 applications by the December 31 deadline. She explained these applications would be provided to the council for review in the coming weeks in order to schedule interviews.

Ms. Wolfe noted staff would be contacting each of the councilmembers to learn about how they are utilizing their city issued devices.

Ms. Wolfe reported staff does not have a date set for the council/staff retreat but will be sending date options soon.

5. Adjournment

The workshop was adjourned at 8:10PM.

City of Blaine
City Council Workshop

January 17, 2024 | 5:30 PM
Blaine City Hall
10801 Town Square Drive NE
Blaine, MN 55449

MINUTES

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

1. Call to Order

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

1.1. 2024-631 test
Sponsors:

2. Roll Call

PRESENT: Mayor Sanders, Councilmembers Larson (arrived at 5:40PM), Massoglia, Newland, Robertson, Saroya (arrived at 5:36PM)

ABSENT: None.

ALSO PRESENT: City Manager Michelle Wolfe; Community Development Director Erik Thorvig; City Planner Sheila Sellman; Safety Services Director/Police Chief Brian Podany; Police Captain Matt Carlson; Finance Director Jason Zimmerman; Director of Engineering Dan Schluender; Communications Manager Ben Hayle; and City Clerk Cathy Sorensen

3. New Business

3.1. 2024-023 105th Redevelopment Plan Concept Discussion
Sponsors: Erik Thorvig, Community Development Director

Community Development Director Thorvig explained representatives from Bader Development, the Cunningham Group, Mamoth Lauder, and Elevage Development were in

attendance to discuss the proposed plans for the Blaine Town Center with the City Council.

Representatives from Bader Development, Cuningham Group, and Mamoth Lauder, reviewed the Blaine Town Center proposed site plan in detail with the Council.

Dave Hyde, Design Director Cuningham Group, commented further on the framework for the development and discussed how water would be managed on the site. He reported Blaine is known for its marshes and soil conditions. He described how this project would create an experience for visitors with boardwalks through the water retention areas. He discussed how the stadium architecture would reflect the surrounding environment which was warm and inviting. The pedestrian flow through the project was reviewed, along with the park locations.

Jeff Schoeneck, Executive Director Cuningham Group, discussed how the marsh connected the entire development and commented on the buildings proposed within the development. He described how the project would be phased, noting which buildings would be included in Phase 1. The public benefit from the development was further reviewed.

Mr. Hyde reported on the special events that could be hosted within the development year round. He explained the goal would be to draw people to this entertaining and interactive area. He shared a short video with the Council and asked if the council had any comments or questions.

Councilmember Fleming thanked the developers for all of their efforts on the 105th Redevelopment concept plans. She appreciated how the plans considered options and events through the winter months.

Councilmember Newland asked if any of the buildings would be connected. Mr. Hyde stated the idea would be to have the buildings within the district connected in some way. Further discussion ensued regarding the pedestrian connections that would be in place within the development.

Mr. Thorvig asked if the Council supported this vision moving forward. If not, he requested the Council provide the development team with feedback on what should be changed.

Councilmember Robertson requested the developers identify the timelines for the east and west portions of the project. Mr. Hyde discussed the timeline for Phase 1, noting Invictus was included in this portion of the development, along with the stadium, hotel, restaurant, the Mamoth park and food hall. He reported the goal would be to have the ball team's opening season in May of 2026 with the housing component completed later in this project.

Councilmember Robertson explained she appreciated how all the Council's comments and ideas had been brought together into this redevelopment plan. She was pleased to see that this development would be walkable. She thanked the developers for their partnership with the city. She questioned if the development could have more retail space. She stated she was pleased to see the development had plans for more than just baseball in order to generate revenue year round. She looked forward to seeing more architectural renderings and noted she liked the proposed height differences and building materials.

Councilmember Newland stated he appreciated the proposed plans. He indicated he could envision how the entertainment district would come together and appreciated how well the project was connected. He believed the developer was right on track.

Councilmember Massoglia thanked the developers for all of their efforts. He fully supported the plans for Phase 1 and stated the sports entertainment district would be a tremendous draw for the community. He explained he loved the skating rink/pond feature then suggested more retail be proposed for the east district. He noted three apartment buildings were too much in his opinion and suggested row homes or another townhome product be considered within the development. Mr. Hyde commented on how retail would be pursued along the way then discussed how the housing could be townhome style as the project comes to life.

Councilmember Fleming thanked the development team for their detailed presentation. She commented on how much work had been done on this redevelopment project, noting she was excited to see this moving forward. She explained she loved the proposed plans and supported more retail being included.

Councilmember Saroya stated she was concerned with how local and existing businesses would be involved in this project. She explained through her conversations it appeared Invictus was not on board with this project and encouraged the developer to involve them in the proposed plans. She understood existing businesses were being forced out of this area, which did not look good for Blaine. She wanted to see Blaine being inclusive of all businesses. She indicated she would not be able to support the proposed massive apartments in Ward 1. She stated she was concerned about the proposed baseball stadium and encouraged the developers to read the book *Field of Schemes* as it was eye opening. She questioned if Blaine residents wanted this stadium and indicated she would have liked to have seen more public outreach completed. She asked what would happen if the minor league team were to leave Blaine. She stated she supported high school teams being able to use the stadium. She expressed concern about using public funds for this project. She indicated she could have supported this project moving forward with private funds. She commented on how the residents in Ward 1 would be impacted by this project and noted she did not want to see them taxed higher. She explained she wanted to learn more about what the developer was spending on this project versus what the city was spending. She reported she would like more information on how the public will benefit from this project as she did not believe this project was being marketed to all people in Blaine and recommended this project serve all of the demographics within the community.

Corey Burstad, Elevage Development, thanked Councilmember Saroya for her feedback. He explained he has met with Invictus on five different occasions and were fully up to date on this project. He discussed how this project would benefit local businesses by keeping visitors in the community. He reported the seating within the stadium had not changed and stated if a team did not come the stadium would not move forward. He indicated there would be a programmatic element that would allow for high school teams to use the stadium. Further discussion ensued regarding how accessible the entertainment district would be for the community. It was noted traffic in this area would be further analyzed as the project progresses. He noted people were looking to invest in this community, which would dramatically help local businesses. He reported the city has hired Baker Tilly to focus on the

long term extensive financial interests of the city.

Mayor Sanders commented the city began working on this project in February 2021. He appreciated how the development team had adhered to the goals of the council, with the main goal to retain the city's five million visitors annually to stay in the community. He believed this project was exactly what the community was looking for. He stated he was grateful for the team that has worked on this project and for the plans that have been created for the 105th Redevelopment Area.

Councilmember Larson appreciated how the new plans would keep visitors in the community. She explained she fully supported the Phase 1 plans for the west side of the development.

3.2. 2024-024 Proposed Charter Amendment - Redetermination of Ward Boundaries
Sponsors: Cathy Sorensen, City Clerk

City Clerk Sorensen stated at their November 2023 meeting, the charter commission reviewed council's recommendation to postpone consideration of the proposed charter amendment regarding redetermination of ward boundaries until 2027 and include it as part of the comprehensive plan update. After discussion, the commission respectfully requested a joint workshop to better outline their reasons for the amendment and allow council to ask questions regarding this proposed amendment. To recap, during the redistricting process in early 2022, council shared general support of the charter commission's recommendation to draft potential amendments that would allow the ability to consider possible ward boundaries and restructuring in the future as the city reaches full development. The commission's reasons for creating this ability for review was based on the potential benefits that a different ward structure could provide:

- smaller geographic areas that are more neighborhood-based
- more focus on topics and issues specific to neighborhoods
- more opportunity for residents to connect with their elected officials
- increased opportunity for those considering serving as elected officials

Ms. Sorensen explained at the meetings there was discussion that should future councils/charter commissions ever wish to consider the possibility of more neighborhood-based wards there was no mechanism included in charter to allow for that review. Redistricting after the census allows for review and adjustment of established precinct boundaries, but work to review any potential ward structure changes needs to occur two to three years before the census. The language being proposed would provide a way to review population data before a census and provide future councils and charter commissions the ability to decide at that time if changes should be explored. The proposed amendment would not result in any ward structure changes but just allow the city to be proactive and provide an opportunity to review the data and make recommendations, which could certainly be that no ward boundary or structure changes should occur at all. If the conclusion by future councilmembers and commissioners was to amend the current ward structure, other amendments would then be presented for formal consideration, again that may or may not ultimately be adopted. To confirm, the proposed amendment

being presented would just provide a mechanism for future review; no actual ward-structure changes are being recommended at this time.

Councilmember Massoglia indicated he did not support changes. He explained the council should be conscious of how changes could become politicized. He stated for consistency purposes, he supported the wards being determined by the census every 10 years.

Councilmember Fleming supported Councilmember Massoglia's comments and recommended wards be determined every 10 years in conjunction with the census.

Councilmember Robertson commented on how discussions regarding redistricting has turned political in the past. However, she noted she did support the city council having a mechanism in place within the city charter.

Charter Commissioner Chair Jeff Lester explained the proposed language would provide a mechanism within the charter, creating an option for future councils, but not require future councils to make any changes to the wards.

Councilmember Saroya indicated she supported the proposed charter amendment. She stated she appreciated the time and effort the Charter Commission had spent on this item.

Councilmember Massoglia explained he supported the wards remaining as is in order to not open the issue up to politicalizing the situation.

Councilmember Saroya indicated the issue that could be solved by addressing the wards was representation. She commented on how different the demographics were in Ward 1. She believed there was benefit about keeping an open mind about this topic and continuing conversations.

Council consensus was to continue to have discussions around this topic.

3.3. 2024-025 Closed Session Pursuant to MN Statute 13D.05 Subd.C(3). – Discuss Property Acquistion of PIDs 21-31-23-24-0009; 21-31-23-24-0014; 21-31-23-24-0025; 21-31-23-24-0024

Sponsors: Erik Thorvig, Community Development Director

A motion was made and seconded to move to a Closed Session meeting pursuant to Minnesota State Statute 13D.05 Subd. C(3) to discuss the acquisition of property.

4. Other Business

The Council discussed potential interviews/process for board/commission appointments. Consensus was to review and rank the top 3 applications for each board/commission for staff compiling for scheduling interviews. Council also requested the topic of work plans for all boards and possible merger of NRCB and Park Board for the spring retreat.

5. Adjournment

The workshop was adjourned at 8:30PM.

City of Blaine
City Council

January 17, 2024 | 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: City Manager Michelle Wolfe; Community Development Director Erik Thorvig; Safety Services Director/Police Chief Brian Podany; Police Captain Matt Carlson; Finance Director Jason Zimmerman; Director of Engineering Dan Schluender; City Attorney Eric Larson; Communications Manager Ben Hayle; and City Clerk Catherine Sorensen.

4. Awards - Presentations - Organizational Business

None.

5. Communications

Mayor Sanders shared the City's condolences on the passing of long-time NRCB member Dottie McKinley.

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 7:10PM.

There being no input, Mayor Sanders closed the Open Forum at 7:10PM.

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.

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

Councilmember Newland noted he would be abstaining from approval of Item 8.1 Schedule of Bills Paid.

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

8.1. 2024-026 Schedule of Bills Paid
Sponsors: Jason Zimmerman, Finance Director

8.2. 2024-027 Approval of Minutes
Sponsors: Cathy Sorensen, City Clerk

8.3. RES 24-20 Approval of Minnesota Investment Fund Application in Connection with City of Blaine EDA for the Chandler Industries Project
Sponsors: Erik Thorvig, Community Development Director

8.4. 2024-028 Motion to Authorize Change Order No. 1 in the Amount of $204,973.19 for the Lift Station 13 Force Main Replacement - Phase 1, Improvement Project No. 21-30
Sponsors: Daniel Schluender, Director of Engineering

8.5. RES 24-22 Approve Plans and Specifications and Concur with City of Spring Lake Park on Advertisement for Bids for the Sanburnol Drive/85th Avenue Improvements, Improvement Project No. 23-14
Sponsors: Daniel Schluender, Director of Engineering

8.6. 2024-029 Approve a Therapeutic Massage Enterprise License for Jordan A Salon and Day Spa
Sponsors: Cathy Sorensen, City Clerk

8.7. RES 24-23 Authorize Mayor and City Manager to Enter into a Cooperative Construction Agreement with the State of Minnesota Department of Transportation (MnDOT)
Sponsors: Daniel Schluender, Director of Engineering

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

9.1. ORD 24-2539 Amend City Charter Sec. 2.07 Salaries.
Sponsors: Cathy Sorensen, City Clerk

City Clerk Sorensen stated the council requested the charter commission annually review council salary data and make recommendations for possible increases. After reviewing salary data and the council's current salary which was last increased in 2015, the charter commission recommended a charter amendment that would provide regular review of salary data and recommendations based on annual cost of living increases provided to city staff. The proposed amendment only amends the process in which to review council salaries. Actual adjustments of the salaries are determined via an ordinance that requires approval by a majority of the city council. Staff requested the council hold a public hearing and introduce the ordinance.

Mayor Sanders opened the public hearing at 7:13PM.

There being no public input, Mayor Sanders closed the public hearing at 7:13PM.

Declared by Mayor Sanders that Ordinance No. 23-2539, “Amending City Charter Section 2.07 Salaries,” be introduced and placed on file for second reading at the February 5, 2024 Council meeting.

9.2. ORD 24-2540 Amend City Charter Chapter 5. Initiative and Referendum and Recall
Sponsors: Cathy Sorensen, City Clerk

Ms. Sorensen stated in 2022 the council directed the charter commission to consider a

charter amendment that would provide for a recall process for an elected mayor or councilmember. It should be noted that Minnesota's constitution and statute provide for recall of elected state officials but not city officials therefore any recall process would require a charter amendment. The topic was discussed at the 2022 and 2023 commission meetings where commissioners discussed reasons where a recall would be allowed, size of the recall committee, and an appropriate threshold required of registered voters on a petition that would trigger a recall election. They reviewed several cities' examples and the proposed ordinance being presented is based on the City of Richfield's charter with input from city council regarding restricting reasons for recall to serious cases of malfeasance during the term of office in the performance of the duties of the office. Staff requested the council hold a public hearing and introduce the ordinance.

Mayor Sanders opened the public hearing at 7:16PM.

There being no public input, Mayor Sanders closed the public hearing at 7:16PM.

Declared by Mayor Sanders that Ordinance No. 23-2540, “Amending City Charter Chapter 5. Initiative and Referendum and Recall,” be introduced and placed on file for second reading at the February 5, 2024 Council meeting.

9.3. RES 24-21 Order Improvement and Order Preparation of Plans and Specifications for the 2024 Southwest Area Street Reconstructions, Improvement Project No. 24-07

Sponsors: Daniel Schluender, Director of Engineering

Director of Engineering Schluender stated council is asked to conduct the public hearing and consider ordering the improvements and preparation of the project plans and specifications for the 2024 Southwest Area Street Reconstructions. Staff reviewed the four areas within the improvement project in detail with the Council. The estimated cost of these proposed improvements is $8,525,270 with $1,224,589 to be assessed to the benefiting properties over a 15-year period. In addition, replacement of existing sanitary sewer castings and rings and select hydrants and valves at an estimated cost of $1,629,670 is proposed to be paid for by the City Public Utility Funds. The remaining portion of $5,671,011 is proposed to be paid from the City’s Pavement Management Program Fund and Municipal State Aid Funds.

Mayor Sanders opened the public hearing at 7:20PM.

There being no public input, Mayor Sanders closed the public hearing at 7:20PM.

Moved by Councilmember Newland, seconded by Councilmember Fleming, to Order Improvement and Order Preparation of Plans and Specifications for the 2024 Southwest Area Street Reconstructions, Improvement Project No. 24-07.

Councilmember Newland stated 89th Avenue needs these improvements which will be very well received by residents. He questioned how long this roadway would be closed to traffic. Mr. Schluender explained design plans were just beginning and he anticipated this roadway would be done in two or three phases to ensure residents could access this roadway

throughout the improvement project.

Councilmember Saroya expressed concerns with the city's current assessment policy and financial impacts to residents. She reported the $5,000 assessment would be a hardship to many residents and requested the council reconsider the current residential assessment rate. She questioned how long residents would have to pay off their assessment. Mr. Schluender reviewed the proposed assessments for Areas 1 through 4 and explained residents would have 15 years to pay off the assessment.

Motion adopted 6-1 (Councilmember Saroya opposed).

10. Development Business

None.

11. Administration

11.1. 2024-030 Motion to Authorize the Mayor and City Manager to Enter into a Contract with Bolton & Menk for Professional Design and Construction Services for the 2024 Southwest Area Street Reconstruction Improvement Project, Improvement Project No. 24-07

Sponsors: Daniel Schluender, Director of Engineering

Mr. Schluender stated on August 7, 2023 Council initiated the 2024 Southwest Area Street Reconstructions project, Project No. 24-07 with Resolution No. 23-127. At the August 7, 2023 Council meeting, Bolton & Menk, which is one of the engineering firms in the pre-approved consultant pool approved by Council on August 2, 2021, was awarded a contract to prepare preliminary design and a feasibility report. At that time it was stated that after completion of the feasibility report and upon ordering the improvements, a contract for final design and construction services would be negotiated with Bolton & Menk. The Engineering Department recently requested and received a proposal for final design and construction services for the 2024 Southwest Area Street Reconstructions project from Bolton & Menk in the amount of $788,194.00. Bolton & Menk is in the council approved engineer consultant pool. Staff has reviewed this proposal and determined that the fees are justified and reasonable. City council is also asked to approve a 10% contingency to bring the total project budget to $867,013.40. This project will be funded through proposed project assessments, Pavement Management Program funds, Public Utility funds and Municipal State Aid System funds.

Moved by Councilmember Newland, seconded by Councilmember Massoglia, to Authorize the Mayor and City Manager to Enter into a Contract with Bolton & Menk for Professional Design and Construction Services for the 2024 Southwest Area Street Reconstruction Improvement Project, Improvement Project No. 24-07.

Councilmember Saroya explained she supported the improvement project moving forward but she was concerned about the current assessment rates being charged to residents. She

indicated she would like to see the Council discuss an assessment rate reduction.

Motion adopted unanimously.

12. Other Business

Mayor Sanders noted Council will be reconvening the workshop to enter into closed session following this meeting regarding the potential purchase of property.

13. Adjournment

Moved by Councilmember Newland seconded by Councilmember Robertson, to adjourn the meeting at 7:28PM.

Motion adopted unanimously.

City of Blaine
Staff Report

File Number: RES 24-39

Agenda Date	Status
February 5, 2024	
In Control	**File Type**
City Council	Resolution

Approval of Consent Agenda: - Cathy Sorensen, City Clerk

Agenda Item # 8.3

Election Judge Appointments for the 2024 Presidential Primary

Executive Summary

Council is asked to appoint election judges to serve Blaine voters for the 2024 presidential primary on March 5.

Background

Pursuant to Minnesota election law and city charter, council must appoint election judges and set salaries for the March 5, 2024, presidential primary. Staff is also requesting authority to appoint election judges during the time preceding the election.

To date staff has recruited 202 individuals to serve as election judges. Statute and charter requires that election judges be appointed by the council at least 25 days prior to the election. Staff is requesting that council authorize the city clerk to make appointments and substitutions as necessary should the need arise in the 25 days prior to the election. Election law allows for emergency appointments on election day.

Strategic Plan Relationship

N/A

Board/Commission Review

N/A

Financial Impact

Based on a survey of other cities within Anoka County, staff is proposing to increase the 2024 election judge hourly salaries:

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

Election judge pay has been appropriately budgeted for through the city clerk's budget in the general fund.

Public Outreach/Input

N/A

Staff Recommendation

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

Attachment List

1. Election Judge Board Report

City of Blaine

Signature Copy

Resolution: RES 24-39

Election Judge Appointments for the 2024 Presidential Primary

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

WHEREAS, the city council hereby adopts the judges listed on the judge board report, hereto attached, as the official election judges for the 2024 presidential primary to be held on March 5, 2024; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Blaine that the names listed on the judge board report, hereto attached, are the official election judges for the City of Blaine 2024 presidential primary.

PASSED by the City Council of the City of Blaine this 5th day of February, 2024.

Primary Election, Tuesday, March 5, 2024

Blaine W-1 P-1

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

Lisa Anderson, Head Judge
Rosemary Lowe, Election Judge
Pamela Madrid, Election Judge
Cletius Puhrmann, Election Judge

Blaine W-1 P-2

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

John Morency, Head Judge
Allen Glass, Election Judge
Robert Lowe, Election Judge
Leanne Peterson, Election Judge
Valerie Roering, Election Judge
Myrna Thomas, Election Judge

Blaine W-1 P-3

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

Marna McComb, Head Judge
Terry Wold, Head Judge
Sara Preus, Technology Judge
Marie Jeanne Embolo Abena, Election Judge
Lorinda Kies, Election Judge
Bethany McCulloch, Election Judge
Deborah Perry, Election Judge
Melanie Persellin, Election Judge

Blaine W-1 P-4

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

Bruce Anderson, Election Judge
Joni Dustin, Election Judge
Susan Langenbrunner, Election Judge
Brad Merker, Election Judge
Zafar Siddiqui, Election Judge
Jennette Spader, Election Judge
Susan Stole, Election Judge

Blaine W-1 P-5

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

Frances Sorensen, Head Judge
Angela Koehler, Election Judge
Cynthia Larson, Election Judge
Jacqueline Lundemo, Election Judge
Jane Oksnevad, Election Judge

Blaine W-1 P-6

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

Milton Massaquoi, Head Judge
Terry Copeland, Election Judge
Jennifer Eng, Election Judge
Pamela Klemz, Election Judge
Kimberly Liedman, Election Judge
Carla Madeux, Election Judge

Blaine W-1 P-7

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

John Hatinen, Head Judge
Pamela Landers, Head Judge
Jeff Rosenberg, Technology Judge
Rita Pfeiffer, Election Judge
Wendy Sanders, Election Judge
Michael Treppa, Election Judge

Blaine W-1 P-8

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

Scott Himmer, Head Judge
Trace Ludewig, Head Judge
Jeff Gable, Election Judge
Meredith Sykora, Election Judge
Sheri Tarr, Election Judge

Blaine W-1 P-9

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

Kristen Genet, Election Judge
Rosanne Healey, Election Judge
Loren Hill, Election Judge
Leila Larson, Election Judge
Shriya Sunil, Election Judge
David Anderson, Student Judge

Blaine W-2 P-1

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

Rebecca Shaw, Head Judge
Christina Katke, Election Judge
Jean King, Election Judge
Charlene Luppino, Election Judge
Robert J. Moffitt, Election Judge

Blaine W-2 P-2

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

Justin Ernst, Head Judge
Beverly Herkenratt, Election Judge
Victor Johnson, Election Judge
Rachel Kahler, Election Judge
Shannon McLean, Election Judge
Patricia Schroedl, Election Judge
Joan Wacha, Election Judge

Blaine W-2 P-3

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

Douglas Kurpiers, Head Judge
Karen Nelson, Head Judge
Rick Vanderstappen, Technology Judge
Jane Denovchek, Election Judge
Steven Holm, Election Judge
Julie Hubbard, Election Judge

Blaine W-2 P-4

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

Roderick Vold, Head Judge
Janet Thompson, Technology Judge
Paul Harris, Election Judge

Eric Rehnberg, Election Judge

Blaine W-2 P-5

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

Deby Mullen, Head Judge
Donald Olson, Technology Judge
Laura Ashmore, Election Judge
Gary Berg, Election Judge
Sharol Drake, Election Judge
Jessica Nelson, Election Judge

Blaine W-2 P-6

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

Patti Mogensen, Technology Judge
Selma Frazey, Election Judge
Carol Jacobs, Election Judge
Joanne Klein, Election Judge
Cory Lange, Election Judge
Wendy Pudlick, Election Judge
Catherine Schmit, Election Judge

Blaine W-2 P-7

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

Mitchell Sawh, Head Judge
Kathy Brodzinski, Election Judge
Shaun Olson, Election Judge
Kelly Urista, Election Judge
Joseph Wollack, Election Judge

Blaine W-2 P-8

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

Kathleen Kelly, Technology Judge
Christine Kendall, Election Judge
Caren Rennee-Markham, Election Judge

Blaine W-2 P-9

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

Kim Olson, Head Judge
Kathy Lazere, Election Judge
Diana Rockstad, Election Judge
Cal Strelau, Election Judge

Blaine W-3 P-1

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

Daniel Bisila, Head Judge
Lynn Holter, Head Judge
Abbigail Carbajal, Election Judge
Mary Kloss, Election Judge
Thomas LaVaque, Election Judge
Barb Miazga, Election Judge

Blaine W-3 P-2

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

Benjamin Adair, Head Judge
Lori Carbajal, Head Judge
Lollie Jensen, Technology Judge
Janice Nuwash, Election Judge
Mary Sorenson, Election Judge

Twyla Vanderweerdt, Election Judge

Blaine W-3 P-3

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

Geraldine Buck, Technology Judge
Thomas Cain, Election Judge
Alice Percy, Election Judge
Michael Pivovar, Election Judge
Lynn Radtke, Election Judge
Lilybeth Wilkins, Election Judge

Blaine W-3 P-4

Johnsville Elementary School, 991 125th AVE NE, Blaine, MN 55434

Karen Varian, Head Judge
Wade Benson, Election Judge
Steven Fortman, Election Judge

Blaine W-3 P-5

Oak Park Community Church, 12050 Aberdeen ST NE, Blaine, MN 55449

Donald Strenge, Technology Judge
Abby Kjos, Election Judge
Sandra Moinicken, Election Judge
Darryl Rangel, Election Judge
Dale Tchida, Election Judge

Blaine W-3 P-6

Chain of Lakes Church, 2650 125th Avenue NE, Blaine, MN 55449

Jacob Geiselhart, Head Judge
Pamela Graves, Election Judge
Timothy Hakko, Election Judge
Linda Herman, Election Judge
Karen Marquardt, Election Judge
Jody Rehbein, Election Judge

Blaine W-3 P-7

MAS of Minnesota, 12175 Aberdeen Street NE, Blaine, MN 55449

Mark Quaas, Head Judge
Harlan Wells, Head Judge
Shawn Girgen, Election Judge
Michael Mercier, Election Judge

Blaine W-3 P-8

Sunrise Elementary School, 12576 Lever Street NE, Blaine, MN 55449

Stephen Berk, Head Judge
Richard Nordlund, Head Judge
James Hoglund, Election Judge
Ann Martin, Election Judge
Phyllis Otis, Election Judge
Tracy Rajala, Election Judge

City of Blaine
Staff Report

File Number: 2024-031

Agenda Date	Status
February 5, 2024	
In Control	**File Type**
City Council	Motion

Approval of Consent Agenda: - Nick Fleischhacker, Public Works Director

Agenda Item # 8.4

Motion to authorize purchase of Water Treatment Chemicals for January through June 2024

Executive Summary

Staff recommends authorizing the purchase of water treatment chemicals from Hawkins, Inc. in the amount of $347,509.10. From January 1, 2024, to June 30, 2024.

Background

Staff received two bids for January 1, 2024, through June 30th 2024. Staff has pursued a six-month contract to attempt to get more favorable pricing. Two companies submitted bids, Hawkins, Inc. and Shannon Chemical Corporation.

Shannon Chemical Corporation could only supply 3 of the 13 chemicals needed for water department operations.

City Council has approved a $950,000 budget for water treatment chemicals in 2024. This bid is for six months and is within projected budget parameters.

Strategic Plan Relationship

This item directly relates to Strategic Priority number 3, Infrastructure Management.

Board/Commission Review

N/A

Financial Impact

The total chemical bid from Hawkins, Inc. through June 30th is $347,509.10 to provide all our water treatment chemical needs. Quantities will be purchased and delivered as needed throughout the year. Funding is included in the 2023 Water Fund budget.

Public Outreach/Input

N/A

Staff Recommendation

Staff recommends authorizing the purchase of the water treatment chemicals from Hawkins, Inc. in the amount of $347,509.10 for the first half of the year.

Attachment List

1. Hawkins Jan to June 24

BID FORM
2024 WATER TREATMENT CHEMICALS
(January 1, 2024 to June 30, 2024)

The undersigned declares that he/she has fully examined the Specification and other Contract Documents as prepared by the Operations and Maintenance Department on file in the office of the Director of Operations and Maintenance, all of which are fully understood and hereby agreed to. This is a lump sum bid to include all chemicals listed below. The undersigned further understands that each item may be awarded separately and that if the bid price is accepted, he/she is to furnish the materials as specified previously and at the unit bid price until July 1, 2024. The City is exempt from all Federal Excise Tax, Federal Transportation Tax, and Minnesota State Sales Tax and will execute a Tax Exemption Certificate. Do not include any of these taxes in the bid.

CHEMICAL	APPROXIMATE QUANTITIES (Per Year)	COST (Per Unit)			TOTAL COST
Hydrofluorosilicic Acid	3,500 gallons	5.13	/gal	$	17,955
Chlorine					
– One-ton cylinders	20 cylinders	2249	/cyl	$	44,980.00
– 150 lbs. cylinders	20 cylinders	203.00	/cyl	$	4,060.00
Polyphosphate	2,000 gallons	10.93	/gal	$	21,860.00
Zinc Orthophosphate	5,000 gallons	10.23	/gal	$	51,150.00
Sulfur Dioxide					4,644.00
– One-ton cylinders	3 cylinders	1548.00	/cyl	$	
– 150 lbs. cylinders	3 cylinders	195.00	/cyl	$	585.00
Sulfuric Acid 40%	5,000 gallons	5.76	/gal	$	28,800.00
Sodium Hypochlorite 12.5% NaOCl	23,000 gallons	2.19	/gal	$	50,370.00
Sodium Permanganate 20%	5,000 gallons	16.37	/gal	$	81,850.00
Aqua Hawk 301	375 gallons	5.70	/gal	$	2,137.50
Aqua Hawk 375	70 gallons	19.68	/gal	$	1,377.60
LPC - 31	3,000 gallons	12.58	/gal	$	37,740.00

FIRM
Hawkins Inc.

ADDRESS
2381 Rosegate

CITY/STATE/ZIP
Roseville, MN 55113

STATE OF INCORPORATION
Minnesota

TELEPHONE NUMBER

(612) 331-6910

AUTHORIZED SIGNATURE

TYPED/PRINTED NAME AND TITLE

David Schindeldecker

2024 Water Treatment Chemicals (Jan 1, 2024 thru June 30, 2024) (#8899172)
Owner: City of Blaine
Solicitor: City of Blaine Public Works Department
01/08/2024 10:00 AM CST

				Shannon Chemical Corporation		Hawkins, Inc.	
Line Item	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**	**Unit Price**	**Extension**
1	Hydrofluosilicic Acid	Gallons	3500	$0.00	$0.00	$5.13	$17,955.00
2-1	Chlorine - 1 Ton Cylinder	EA	20	$0.00	$0.00	$2,249.00	$44,980.00
2-2	Chorine - 150 LB Cylinder	EA	20	$0.00	$0.00	$203.00	$4,060.00
3	Polyphosphate	Gallons	2000	$18.47	$36,940.00	$10.93	$21,860.00
4	Zinc Orthophosphate	Gallons	5000	$24.77	$123,850.00	$10.23	$51,150.00
5-1	Sulfur Dioxide - 1 Ton Cylinder	EA	3	$0.00	$0.00	$1,548.00	$4,644.00
5-2	Sulfur Dioxide - 150 LB Cylinder	EA	3	$0.00	$0.00	$195.00	$585.00
6	Sulfuric Acid 40%	Gallons	5000	$0.00	$0.00	$5.76	$28,800.00
7	Sodium Hypochlorite 12.5% NaOCl	Gallons	23000	$0.00	$0.00	$2.19	$50,370.00
8	Sodium Permanganate (20%)	Gallons	5000	$19.33	$96,650.00	$16.37	$81,850.00
9	Aqua Hawk 301	Gallons	375	$0.00	$0.00	$5.70	$2,137.50
10	Aqua Hawk 375	Gallons	70	$0.00	$0.00	$19.68	$1,377.60
11	LPC - 31	Gallons	3000	$0.00	$0.00	$12.58	$37,740.00
			Base Bid Total:		**$257,440.00**		**$347,509.10**

City of Blaine
Staff Report

File Number: 2024-032

Agenda Date	Status
February 5, 2024	
In Control	**File Type**
City Council	Motion

Approval of Consent Agenda: - Nick Fleischhacker, Public Works Director

Agenda Item # 8.5

Motion to Approve Purchase of High Service Pumps for Water Treatment Plant 1

Executive Summary

Staff recommends authorizing the purchase of 3 High Service Pumps as part of Water Treatment Plant 1 Process Equipment Upgrade. This was approved as part of Council Resolution 23-207. Staff is requesting to purchase the High Service Pumps from WW Goetsch for $76,544.00.

Background

High service pumps are utilized in critical water treatment plant operations. Plant 1 has 3 high service pumps for redundancy. Two pumps are used under normal operating conditions The third pump is used for redundancy. With the planned filter change out, the current pumps would need to be replaced.

Staff utilize a consultant engineer to specify the pumps required. Staff received two quotes

- WW Goetsch for $76,544.00
- Electric Pump for $113,160.00

The City's engineering consultant recommends the WW Goetsch pump for its versatility as well as its lower cost.

Strategic Plan Relationship

This action relates directly to Strategic Plan #3 Infrastructure Management.

Board/Commission Review

N/A

Financial Impact

The cost for the pumps from WW Goetsch is $76,544.00. In 2024 Plant 1 Process Equipment Upgrade is budgeted for $1,250,000.00.

Public Outreach/Input

N/A

Staff Recommendation

Staff recommends authorizing the purchase of 3 high service pumps for a total price of $76,544.00 from WW Goetsch.

Attachment List

1. Plant 1 HS Pumps

Here is a summary table of the two pump options for the City:

- We recommend the WW Goetsch pumps
- Electric Pump submitted a quote for a larger pump and lower speed, but with a larger impeller to meet the design point
- WW Goetsch submitted a quote for the same pump they quoted previously
- Both options would require piping modifications since the suction and discharge sizes are different than the current piping size
- The WW Goetsch pump has multiple impeller sizes (not quoted), so they could easily change the impeller size if more or less flow is desired.
- The price for the WW Goetsch pump is less and includes the pump, motor, and base frame assembly
- The lead time for the WW Goetsch pump is quicker

Supplier	WW Goetsch	Electric Pump
Manufacturer	Aurora/Pentair	Goulds
Model	3804 - 3x4x9.5	3656/3756 M-L
Type	Horizontal end suction	Horizontal end suction
Discharge size (inches)	3	4
Suction size (inches)	4	6
Motor rating (hp)	75	75
Speed (rpm)	3600	1800
Efficiency (%)	77.92	73.2
NPSH required (ft)	20.46	8.21
Pump length (inches)	60 (includes motor and frame)	48.12 (includes motor)
Pump width (inches)	22 (includes motor and frame)	17.5 (includes motor)
Impeller diameter (inches)	7.38	14.5
Estimated lead time ARO (weeks)	10-12	14-18
Price (for 3 pumps)	$ 76,544.00	$ 113,160.00

City of Blaine
Staff Report

File Number: RES 24-40

Agenda Date	Status
February 5, 2024	
In Control	**File Type**
City Council	Resolution

Approval of Consent Agenda: - Todd Miller, Deputy Fire Marshal

Agenda Item # 8.6

Accept Energy Efficiency Conservation Block Grant Award and Amend the CIP Budget for Associated Projects.

Executive Summary

Seeking authorization to receive funds from the Department of Energy's Energy Efficiency Conservation Block Grant up to $126,550 and amended the CIP for associated projects.

Background

The Energy Efficiency and Conservation Block Grant (EECBG) Program is designed to assist states, local governments, and Tribes in implementing strategies to reduce energy use, to reduce fossil fuel emissions, and to improve energy efficiency.

The City of Blaine has been pre-approved for a Department of Energy Efficiency Conservation Block Grant (EECBG) in the amount of $126,550. This is a one-time grant which has been awarded to the top-ten cities by population in the state.

To maximize the use of available grant funding and minimize the use of property tax, staff identified projects that are in the 2023-2027 Capital Improvement Plan (CIP) or proposed in the 2024-2028 CIP that meet the Energy Efficiency Conservation Block Grant EECBG eligibility requirements. The proposed plan is to replace two boilers with high efficiency boilers at Public Works, install LED lighting for the remainder of City Hall, and complete a building automation project for heating, ventilation and air conditioning (HVAC) at Mary Ann Young Center and Public Works. All projects are expected to lower energy costs and project costs are lower due to completing projects earlier than anticipated.

In addition to the grant award, staff is requesting Council amend the CIP project timing and budgets as identified in the table below. While the grant is not sufficient to fully fund the Interior LED lighting project at City Hall, staff intends to finance the difference between the approved CIP amount and the

grant award amount within the existing operating Facility Fund budget.

Project Name	Project Code	Existing CIP Project Year	Approved CIP Amount	Grant Award Amount
Boiler replacement at Public Works	F2301	2024	$55,670	$45,000
Building automation (HVAC) at MAYC	FCL230200	2026	$22,300	$17,700
Building automation (HVAC) at Public Works	FCL230300	2023	$31,000	$35,000
Interior LED lighting at City Hall*	FCL230400	2025	$32,385	$28,850
Total			$141,355	$126,550

Strategic Plan Relationship

Replacing the boilers at Public Works is aligned with Strategic Priority 3 Infrastructure Management. All projects are expected to lower energy costs, which aligns with Strategic Priority 1 Financial Sustainability.

Board/Commission Review

n/a

Financial Impact

The EECBG funds are eligible to cover the costs of projects identified in the current CIP. This strategic use of external grant funds will allow reallocation of facilities funds to other deferred maintenance and asset preservation activities. The City will apply for the voucher option, which minimizes reporting requirements and administrative overhead.

Public Outreach/Input

n/a

Staff Recommendation

By resolution, authorize staff to accept the Energy Efficiency Conservation Block Grant and amend the CIP for associated projects.

Attachment List

1. 2024 Summary Facilities Capital Fund Budget

City of Blaine

Signature Copy
Resolution: RES 24-40

Accept Energy Efficiency Conservation Block Grant Award and Amend the CIP Budget for Associated Projects.

WHEREAS, the City of Blaine has prepared a grant proposal for the purpose of reducing energy use and improvement energy efficiency; and

WHEREAS, the City of Blaine's grant title application was accepted and approved; and

WHEREAS, the grantor name selected Blaine to receive grant funding up to $126,550; and

WHEREAS, the grantor name requires that the City of Blaine enter into an agreement that identifies the terms and conditions of the funding award; and

WHEREAS, Minn. Stat. § 465.03 requires a City to accept grants by resolution expressing the terms prescribed by the donor in full; and

WHEREAS, a resolution from the City Council authorizing the City of Blaine to accept grants is required.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine, Anoka and Ramsey County, Minnesota as follows:

1. Acceptance of grant title funding for the City of Blaine is hereby authorized in accordance with the terms set forth herein.
2. The Mayor and City Manager are hereby authorized to execute the above agreement with the grantor name.

BE IT FURTHER RESOLVED that the City Council of the City of Blaine, to amend the 2024 CIP as follows:

Project Name	Project Code	Existing CIP Project Year	Approved CIP Amount	Grant Award Amount
Boiler replacement at Public Works	F2301	2024	$55,670	$45,000
Building automation (HVAC) at MAYC	FCL230200	2026	$22,300	$17,700
Building automation (HVAC) at Public Works	FCL230300	2023	$31,000	$35,000
Interior LED lighting at City Hall*	FCL230400	2025	$32,385	$28,850
Total			$141,355	$126,550

BE IT FURTHER RESOLVED the following revenue increases to the 2024 budget:

Fund	Amount
Facilities Capital Fund - Federal Grants (416.50.530.532-3310)	$45,720

BE IT FURTHER RESOLVED the following expenditure increases to the 2024 budget:

Fund	Amount
Facilities Capital Fund - Buildings & Structures (416.50.530.532-4530)	$45,720

PASSED by the City Council of the City of Blaine this fifth day of Feburay 2024.

CITY OF BLAINE, MINNESOTA

FACILITIES CAPITAL FUND*

2024 Budget

	2024 Adopted	2025	2026	2027	2028
Beginning Fund Reserve	$ -	$ -	$ -	$ -	$ -
REVENUES AND OTHER SOURCES					
EECBG Grant	80,830	24,788	20,932	-	-
Transfer In - Facilities Operating Fund	195,045	306,532	309,394	38,200	107,200
Total Revenues and Other Sources	**275,875**	**331,320**	**330,326**	**38,200**	**107,200**
EXPENDITURES AND OTHER SOURCES					
Capital Equipment	-	-	-	-	-
Capital Improvements	275,875	331,320	330,326	38,200	107,200
Total Expenditures and Other Sources	**275,875**	**331,320**	**330,326**	**38,200**	**107,200**
Increase (Decrease) in Fund Reserve	-	-	-	-	-
Ending Fund Reserve	$ -	$ -	$ -	$ -	$ -

** New fund for 2024*

2027-2028 are not fully built out and will likely fall within the $300k to $400k range

City of Blaine
Staff Report

File Number: 2024-022

Agenda Date	Status
February 5, 2024	
In Control	**File Type**
City Council	Motion

Approval of Consent Agenda: - Jason Zimmerman, Finance Director

Agenda Item # 8.7

Motion to Approve Payment to Intuitive Municipal Solutions for Software Licensing, Cloud Hosting, Technical Support and Maintenance

Executive Summary

Staff requests Council approval of the 2024 payment of $56,264 for the above-referenced contract pursuant to the Blaine City Charter section 6.05, which requires City Council approval of all purchases or contracts of more than $50,000.

Background

On November 6, 2023 the City Council approved a five-year software contract extension with Intuitive Municipal Solutions (iMS) that covers February 2024 to February 2029. The city has been utilizing the suite of iMS software products for automation and management of Planning and Zoning, Building and Fire Inspections, Housing and Neighborhood Services, Business and Rental Licenses, and Code Enforcement.

Strategic Plan Relationship

This item aligns with the strategic initiatives of well-maintained infrastructure and enhanced customer service.

Board/Commission Review

Not applicable

Financial Impact

The 2024 General Fund budget appropriated $56,300 for this expenditure within the Information Technology division.

Public Outreach/Input

Not applicable

Staff Recommendation

By motion, approve the payment.

Attachment List

1. Invoice 24100
2. IMS Contract

intuitive Municipal Solutions, LLC

Please remit to:
Intuitive Municipal Solutions
541 N Mount Juliet Rd, Suite 2201B
Mount Juliet, TN 37122

INVOICE 24100 1.3.2024

BILL TO	SHIP TO	AMOUNT
City of Blaine, Minnesota 10801 Town Square Drive NE Blaine, MN 55449	City of Blaine, Minnesota 10801 Town Square Drive NE Blaine, MN 55449	$56,264.00

Details

Software License, Hosting, Technical Support, and Maintenance: **$56,264.00**

2/27/2024 to 2/26/2025

Payment Terms

Please send payment within 30 days of receiving this invoice.

THANK YOU for your valued business!

Software License, Hosting, Technical Support, and Maintenance Agreement

THIS SOFTWARE LICENSE, HOSTING, TECHNICAL SUPPORT, AND MAINTENANCE AGREEMENT (the "Agreement")

BETWEEN:

Intuitive Municipal Solutions, LLC of 600 La Terraza Blvd, Escondido, CA 92025
(the "Vendor")

OF THE FIRST PART

- AND -

The City of Blaine, Minnesota of 10801 Town Square Drive NE, Blaine, MN 55449
(the "Licensee")

OF THE SECOND PART

BACKGROUND:

The Vendor wishes to license, host, support, and maintain computer software to the Licensee and the Licensee desires to purchase the software license, hosting, technical support, and maintenance under the terms and conditions stated below.

IN CONSIDERATION OF the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Software License

1. Under this Agreement the Vendor grants to the Licensee a non-exclusive and non-transferable license (the "License") to use the Intuitive Municipal Solutions Software Suite (the "Software").

2. "Software" includes the executable computer programs and any related printed, electronic and online documentation and any other files that may accompany the product.

3. Title, copyright, intellectual property rights and distribution rights of the Software remain exclusively with the Vendor. Intellectual property rights include the look and feel of the Software. This Agreement constitutes a license for use only and is not in any way a transfer of ownership rights to the Software.

4. Use of the Software is limited to the following functional areas of the Licensee:
    a. Planning & Development
        i. Planning
        ii. Building Inspections
            1. All trades but Electrical
            2. Contractor Licensing & Registration
    b. Community Standards
        i. Fire Inspection
            1. Routine Inspections
        ii. Housing Services
            1. Rental Licenses
        iii. Neighborhood Services
            1. Code Enforcement
    c. Engineering
    d. Public Works
    e. Clerks Office (Business Licensing)
    f. Public Complaint/Inquiries
        i. Route to Code Enforcement or other department

5. Use of the Software is limited to the following features and/or applications:
    a. iMSPermits
    b. iMSApprovals
    c. iMSEnforce
    d. iMSLicenses
    e. iMSPros
    f. iMSLocations
    g. Citizen Login
    h. Pro Login
    i. Anonymous Login
    j. Offline Inspection Results

6. The rights and obligations of this Agreement are personal rights granted to the Licensee only. The Licensee may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity.

7. The Software may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.

8. Failure to comply with any of the terms under the License section will be considered a material breach of this Agreement.

Limitation of Liability

9. The Software is provided by the Vendor and accepted by the Licensee "as is". Liability of the Vendor will be limited to a maximum of the First Year Software License, Hosting, Technical Support, and Maintenance Fee of the Software (**$32,760)**. The Vendor will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Licensee arising out of the use or failure to use the Software.

10. The Vendor makes no warranty expressed or implied regarding the fitness of the Software for a particular purpose or that the Software will be suitable or appropriate for the specific requirements of the Licensee.

11. The Vendor does not warrant that use of the Software will be uninterrupted or error-free. The Licensee accepts that software in general is prone to bugs and flaws within an acceptable level as determined in the industry.

Warrants and Representations

12. The Vendor warrants and represents that it is the copyright holder of the Software. The Vendor warrants and represents that granting the license to use this Software is not in violation of any other agreement, copyright or applicable statute.

Software License, Hosting, Technical Support, and Maintenance

13. Beginning on **February 27, 2024**, and for a period of One Year:
    a. The Licensee will hold the software license described above.

    b. The Licensee will be entitled to hosting services in Microsoft Azure at no additional cost. The Vendor will provide both a Production and Test environment that include necessary software licenses and capacity to accommodate the Licensee's needs under this Agreement.

    c. The Licensee will be entitled to maintenance, upgrades, and backups of the hosted environments at no additional cost.

d. The Licensee will be entitled to unlimited technical support during iMS business hours (7:30 AM to 5:30 PM Pacific, Monday through Friday) at no additional cost. A contact number will be provided for critical issues outside of business hours. Support is provided via email, or phone. Phone support includes screen sharing when required.

   i. Technical Support is for:
      1. Questions about how the software works
      2. Questions about how to administer the software
      3. Questions about reporting or the database
      4. Reporting any encountered software issues (system not working as designed)
   ii. System Administration is not covered by Technical Support. This would be:
      1. Changing workflow
      2. Changing fee schedules
      3. Creating reports
      4. Modifying reports

e. The Licensee will be entitled to regular software updates at no additional cost.

f. The Licensee will be notified via email when an update becomes available at no additional cost. If the Licensee elects not to upgrade they will not be able to take advantage of features and fixes added in that update.

g. The Licensee will be entitled to up to Four (4) refreshes per year of the test environment from production at no additional cost.

h. The Licensee is also entitled to licensing costs for major upgrades that require services at no additional cost. In these cases, covered clients only incur the cost of the services required. An example of a major upgrade would be a change in the development platform or re-write of the program based on newly-available programming tools. Such upgrades would be very infrequent but could require implementation services and training to successfully migrate.

Software License, Hosting, Technical Support, and Maintenance Automatic Extension

14. The annual fee for Software License, Hosting, Technical Support, and Maintenance in subsequent years will follow the schedule below, and is due on the Renewal Period Start Date:

Renewal Period	Start Date	End Date	Annual Fee
Year 6:	02/27/2024	02/26/2025	**$56,264.00**
Year 7:	02/27/2025	02/26/2026	**$59,077.20**
Year 8:	02/27/2026	02/26/2027	**$62,031.06**
Year 9:	02/27/2027	02/26/2028	**$65,131.61**
Year 10:	02/27/2028	02/26/2029	**$68,389.24**

Any gap in payment of the Hosting, Technical Support, and Maintenance fees will terminate this Automatic Extension clause and all Software License, Hosting, Technical Support, and Maintenance benefits will immediately cease.

Data Access

15. Licensee data will be used only to provide Licensee with the defined services and for purposes compatible with providing those services. Vendor will not use Licensee data or derived information for any commercial purposes. Licensee retains all rights, titles, and interests in and to their data, and Vendor acquires no rights to Licensee data other than the rights granted to provide the service. Vendor will not disclose Licensee data except as directed by the Licensee or as required by law.

Data Rights Retention

16. Licensee will have the ability to request a Licensee database backup and copy of Licensee files at any time during the term of service. In the event of expiration or termination of service, Vendor will make Licensee data (database backup and attached files) available to download for a period of 90 days after expiration or termination of service. At the end of the 90-day retention period, Vendor will delete Licensee data. Licensee is solely responsible for the retention or extraction of software provided by Licensee. Vendor has no liability for the deletion of data as described in this section.

Acceptance

17. All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Licensee ("Acceptance") upon the execution and delivery hereof by each of the parties hereto, but in no event later than **August 31, 2023**.

Termination

18. This Agreement will be terminated, the License forfeited, and all benefits will cease where the Licensee has failed to comply with any of the terms of this Agreement or is in breach of this Agreement (including non-payment of annual fees). Licensee may terminate the agreement for any reason with 30-days written notice.

Force Majeure

19. The Vendor will be free of liability to the Licensee where the Vendor is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Vendor has taken any and all appropriate action to mitigate such an event.

Governing Law

20. The Parties to this Agreement submit to the jurisdiction of the courts of the State of Minnesota for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the State of California.

Miscellaneous

21. This Agreement can only be modified in writing signed by both the Vendor and the Licensee.

22. This Agreement does not create or imply any relationship in agency or partnership between the Vendor and the Licensee.

23. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa.

24. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

25. This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

26. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Vendor's successors and assigns.

Notices

27. All notices to the parties under this Agreement are to be provided at the following addresses, or at such addresses as may be later provided in writing:
Intuitive Municipal Solutions, LLC: 600 La Terraza Blvd, Escondido, CA 92025
City of Blaine, Minnesota: 10801 Town Square Drive NE, Blaine, MN 55449

Signatures

The individuals signing below represent that they have the authority to sign this Agreement.

City of Blaine, Minnesota

Tim Sanders, Mayor

November 6, 2023

Date

City of Blaine, Minnesota

Michelle A. Wolfe, City Manager

November 6, 2023

Date

Intuitive Municipal Solutions, LLC

Vance Bradshaw, President

_____

Signature

_____

Date

City of Blaine
Staff Report

File Number: 2024-023

Agenda Date	Status
February 5, 2024	
In Control	**File Type**
City Council	Motion

Approval of Consent Agenda: - Jason Zimmerman, Finance Director

Agenda Item # 8.8

Motion to Approve Payment to MP Nexlevel for the Installation of Fiber Optic Cable to the Lexington Athletic Complex and Amend the Project Budget

Executive Summary

Staff requests Council approval of the payment of $68,728.83 for the installation of fiber optic cable at the Lexington Athletic Complex fiber installation pursuant to the Blaine City Charter section 6.05, which requires City Council approval of all purchases or contracts of more than $50,000 and amend the project budget which was approved at $68,000 within the 2024-2028 Capital Improvement Program (CIP).

Background

The Lexington Athletic Complex (LAC) is currently connected to the city's internal computer network via an obsolete Motorola Canopy system. This current system has become unreliable and parts are no longer manufactured for it. The proposed project will run a private fiber optic cable from Water Treatment Plant #4 to the LAC, replacing the old Motorola system, resulting in a significantly more reliable and secure network connection to the LAC. This connection will allow for further technological enhancements or modernization over the next several decades, should it become necessary.

Strategic Plan Relationship

This item aligns with the strategic initiatives of well-maintained infrastructure.

Board/Commission Review

Not applicable

Financial Impact

While the 2024-2028 CIP included a budget of $68,000 for this project (E2402) within the Capital Equipment Fund, the updated low cost quote provided by the vendor is at $68,728.83. At the time the CIP was developed in the fall of 2023, quotes received from vendors for this project were only valid for 30 days. Based on market trends and discussions with vendors, staff included an approximate 1% contingency to account for project timing and inflation. The revised quote reflects a $728.83 increase above the budget approved within the 2024 CIP.

Council is requested to amend the project budget consistent with the attached quote. Funding for capital equipment has traditionally been provided by transfers of excess General Fund reserves or through the issuance of debt.

Public Outreach/Input

Staff Recommendation

By motion, approve the payment.

Attachment List

1. MPN Proposal

Budgetary Proposal

NEXLEVEL, LLC

Estimator: **Tim Buchholz**
Regional Vice President
500 County Road 37 East Maple Lake MN 55358
Cell: 612-791-1326 Office: 320-963-2400
tim.buchholz@mpnexlevel.us
Fax: 320-963-2439

PROPOSAL SUBMITTED TO		PHONE	DATE
City of Blaine		**763-717-2752**	**1/16/2024**
ADDRESS		JOB NAME	
10801 Town Square Drive NE		**Water Tower to Athletic Complex**	
CITY, STATE AND ZIP CODE		JOB LOCATION	
Blaine, MN 55449		**Blaine, MN**	
CONTACT	E-MAIL ADDRESS	FAX NUMBER	
Paul Grosse, IT Mgr	pgrosse@blainemn.gov		

We hereby submit specifications and estimates for:

Provide and place approximately 2,890' 1- 1.25" HDPE duct from water tower locatoin to Lexington Athletic Complex	$	41,153.60
Provide and place a 24ct single mode single armor fiber from water tower to LAC	$	5,732.32
Provide and place 3ea- 34"x36"x24 handholes and 3ea- fiber marker posts	$	4,898.49
Place tracer wire with duct	$	1,342.79
Provide and place fiber marker posts 3 each	$	315.78
Permit with county	$	3,174.86
Inside plant work	$	1,058.26
Install panels 2 each	$	500.00
Terminate panels	$	2,448.00
Terminating/Panel materials	$	4,868.28
Adder for new building entrance at LAC includes cement re/re	$	3,236.45

We Propose hereby to supply -- complete in accordance with above specifications, for the sum of:

Sixty-Eight Thousand, Seven Hundred Twenty-Eight and 83/100------- dollars ($68,728.83)

Payment to be made as follows:

Terms: 30 Days, 1.5 percent per month (18 percent annual will be charged on past due balances)

All material is guaranteed to be as specified. All work to be done in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owners carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature: Todd Wolff

Todd Wolff - VP of Communications

Note: This proposal may be withdrawn if not accepted within 10 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____

City of Blaine
Staff Report

File Number: RES 24-24

Agenda Date	Status
February 5, 2024	
In Control	**File Type**
City Council	Resolution

Approval of Consent Agenda: - Sheila Sellman, City Planner

Agenda Item # 8.9

Resolution Granting Final Plat Approval for Two Outlots to be Known as Quail Creek 13th Addition at 2663 Quail Creek Court NE. (Case File No. 24-0001/SLK)

Executive Summary

The applicant is proposing to final plat an existing outlot into two outlots. One (small) outlot will be combined with an adjacent single family lot and the other outlot will cover wetlands.

Background

Planning Commission Public Hearing	06/13/17
City Council (Preliminary Plat)	08/03/17
City Council (Final Plat)	02/05/24
Action Deadline	03/11/24

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

The final plat is consistent with the approved preliminary plat, Resolution No. 17-105.

Zoning
The property is zoned Single Family (R-1AA)

Land Use Designation
The property has a land use designation of LDR (Low Density Residential).

Surrounding Zoning and Uses
The surrounding properties have an R-1AA zoning and a LDR land use.

History

The Quail Creek 10th Addition development was preliminary platted and final platted in 2017. The vacant parcel (outlot) has no other previous approvals.

Evaluation of Request

Plat
At this time, the applicant is requesting the approval of a final plat for the 13th Addition of Quail Creek, which contains two outlots. The request is to final plat the existing outlot into two outlots (A and B). Outlot A will remain to cover most of the existing wetlands, with the small exception of Outlot B. A small outlot (B) has been created to provide a parcel that can be combined with an existing lot, 2663 Quail Creek Court. The proposed creation of outlot B and combination with the existing lot is for an existing fire pit area that is constructed over the lot line and on the existing outlot.

The area of the proposed outlots are:

1. Outlot A - 45.48 acres
2. Outlot B - 0.09 acres

Tree Preservation
No trees will be removed.

Park Dedication
Park dedication is not required for outlots as no homes can be built on an outlot.

Grading/Storm Drainage
No additional grading of the area will occur; there are no additional storm water drainage requirements.

Utilities
Outlot B will be combined with the existing lot for 2663 Quail Creek Court. This existing lot is already serviced by city utilities. No additional utilities needed.

Wetlands/Watershed
Outlot B is not within the existing wetland area that is part of Outlot A. No watershed review is required.

Access/Street Design/Sidewalks/Trails
Outlot B will be combined with the existing lot for 2663 Quail Creek Court. This existing lot is already serviced by access to public right-of-way. No additional access will be granted and no additional street design nor trails required.

Easements/Right-of-way/Permits
Outlot B will be combined with the existing lot for 2663 Quail Creek Court. The easements as shown on the recorded plat for Outlot B are standard lot easements. The existing drainage and utility easement over the entire existing outlot will be vacated. The drainage and utility easement will be re-established over the entirety of Outlot A with this recorded plat.

Strategic Plan Relationship

Not applicable.

Board/Commission Review

The Planning Commission does not review final plats.

Financial Impact

Not applicable.

Public Outreach/Input

Final plats do not require a public hearing or notification.

Staff Recommendation

By motion, adopt the Resolution.

Attachment List

1. Zoning and Location Map
2. Final Plat

City of Blaine

Signature Copy
Resolution: RES 24-24

Resolution Granting Final Plat Approval for Two Outlots to be Known as Quail Creek 13th Addition at 2663 Quail Creek Court NE. (Case File No. 24-0001/SLK)

WHEREAS, an application has been filed by PSG Meridian LLC as Case File No. 24-0001 for a final plat known as Quail Creek 13th Addition; and

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

That part of the Outlot D, Quail Creek 10th Addition, Anoka County, Minnesota, except that part that lies southeasterly of the following described line: Commencing at the southeast corner of said Outlot D; thence North 88 degrees 18 minutes 58 seconds West, along the south line of said Outlot D, 950.90 feet to the point of beginning of said line to be described; thence North 20 degrees 40 minutes 31 seconds East 275.48 feet; thence North 21 degrees 03 minutes 52 seconds East 359.40 feet; thence North 79 degrees 53 minutes 59 seconds East 731.83 feet to the east line of said Outlot D and there terminating.

WHEREAS, the Blaine City Council granted preliminary plat approval on August 3, 2017, subject to the conditions as contained in Blaine City Council Resolution No. 17-105; and

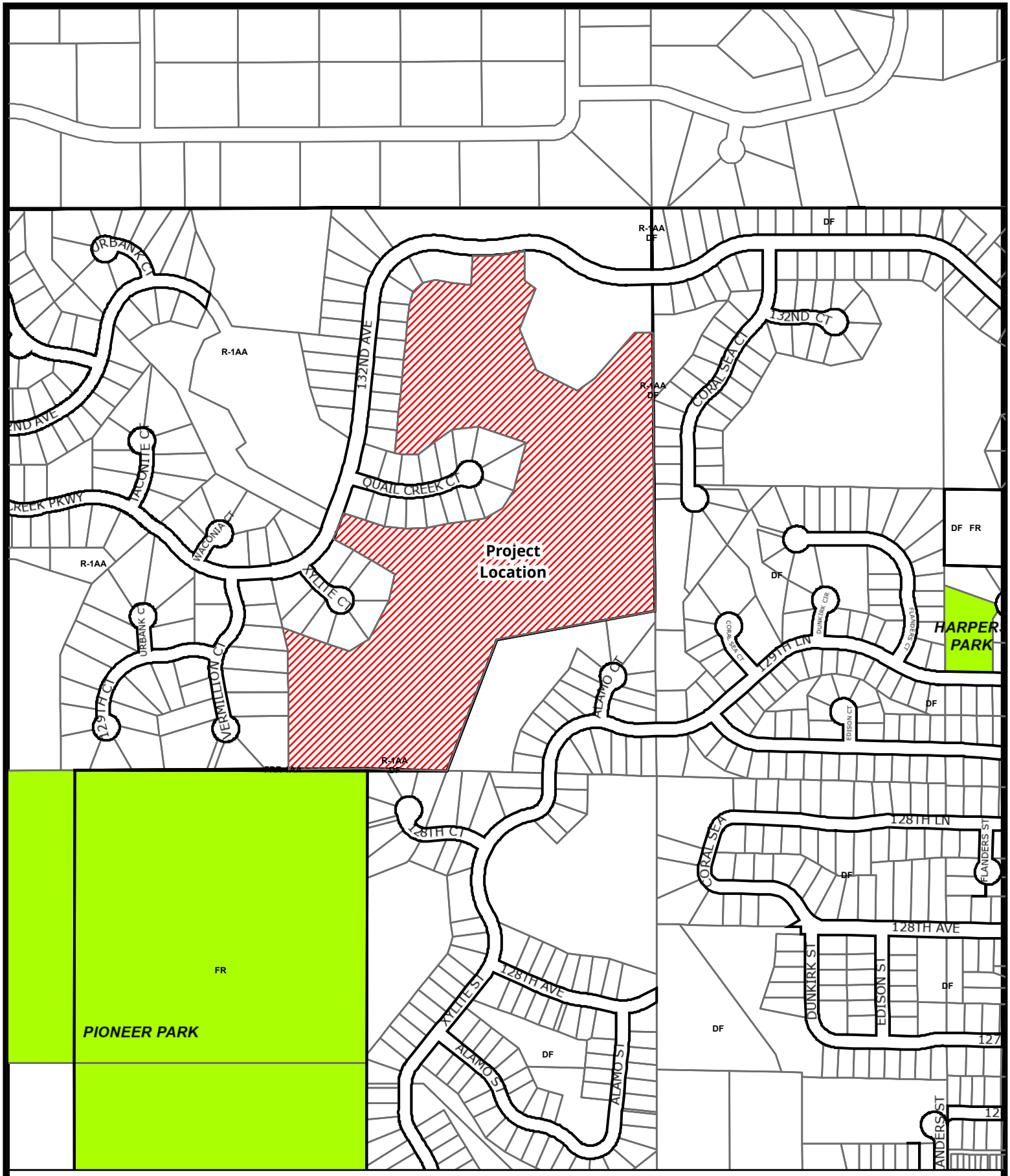
WHEREAS, the final plat is in general conformance with the approved preliminary plat.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine that final plat approval for Quail Creek 13th Addition per Section 75-33 of the subdivision regulations is hereby granted subject to the listed conditions.

NOW, THEREFORE, BE IT FURTHER RESOLVED The Mayor, City Clerk and City Manager are hereby authorized to execute any and all necessary documents, agreement and releases related to the approval, recording or administration of Quail Creek 13th Addition.

1. The developer is responsible for recording plat mylars with Anoka County. Proof of recording of the plat is required by May 31, 2024.
2. Outlot B Quail Creek 13th Addition to be combined with Lot 7 Block 1 Quail Creek 12th Addition (2663 Quail Creek Court) through a lot combination process at Anoka County by May 31, 2024.
3. The Mayor, City Clerk and City Manager are hereby authorized to execute any and all necessary documents, agreements and releases related to the approval, recording or administration of Quail Creek 13th Addition.
4. The vacation of the drainage and utility easement over the existing outlot will need to be vacated prior to the recording of this record plat.

PASSED by the City Council of the City of Blaine this 5th day of February, 2024.



Case File No. 24-0001
Quail Creek 13th Addition

BlaineMN.gov

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

QUAIL CREEK 13TH ADDITION

CITY OF BLAINE
COUNTY OF ANOKA
SEC. 3 & 4, TWP. 31, RGE. 23

KNOW ALL PERSONS BY THESE PRESENTS: That PSG Meridian, LLC, a Wyoming limited liability company, owner of the following described property:

That part of the Outlot D, Quail Creek 10th Addition, Anoka County, Minnesota, except that part that lies southeasterly of the following described line: Commencing at the southeast corner of said Outlot D; thence North 88 degrees 18 minutes 58 seconds West, along the south line of said Outlot D, 950.90 feet to the point of beginning of said line to be described; thence North 20 degrees 40 minutes 31 seconds East 275.48 feet; thence North 21 degrees 03 minutes 52 seconds East 359.40 feet; thence North 79 degrees 53 minutes 59 seconds East 731.83 feet to the east line of said Outlot D and there terminating.

Has caused the same to be surveyed and platted as QUAIL CREEK 13TH ADDITION and does hereby dedicate to the public the drainage and utility easements as shown on this plat.

In witness whereof said PSG Meridian, LLC, a Wyoming limited liability company, has caused these presents to be signed by its proper office this _____ day of _____, 20 _____.

PSG MERIDIAN, LLC

_____
Paul S. Gagnon, Chief Manager

STATE OF_____
COUNTY OF_____

This instrument was acknowledged before me on_____ by Paul S. Gagnon, Chief Manager of PSG Meridian, LLC, a Wyoming limited liability company, on behalf of the company.

_____ (Signed)

_____ (Printed)

Notary Public, _____

My commission expires _____

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

Dated this _____ day of _____, 20_____.

_____
Peter J. Blomquist, Licensed Land Surveyor
Minnesota License No. 51676

STATE OF_____
COUNTY OF_____

This instrument was acknowledged before me on _____ by Peter J. Blomquist.

_____ (Signed)

_____ (Printed)

Notary Public, _____

My commission expires _____

CITY COUNCIL, CITY OF BLAINE, MINNESOTA

This plat of QUAIL CREEK 13TH ADDITION was approved and accepted by the City Council of the City of Blaine, Minnesota at a regular meeting thereof held this _____ day of _____, 20_____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

CITY COUNCIL, CITY OF BLAINE, MINNESOTA

By: _____, Mayor

By: _____, Clerk

COUNTY SURVEYOR

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

_____
David M. Zieglmeier
Anoka County Surveyor

COUNTY AUDITOR/TREASURER

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

_____
Property Tax Administrator

By: _____, Deputy

COUNTY RECORDER/REGISTRAR OF TITLES

County of Anoka, State of Minnesota

I hereby certify that this plat of QUAIL CREEK 13TH ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on this day of _____, 20____, at _____ o'clock ___M. and was duly recorded as Document Number_____.

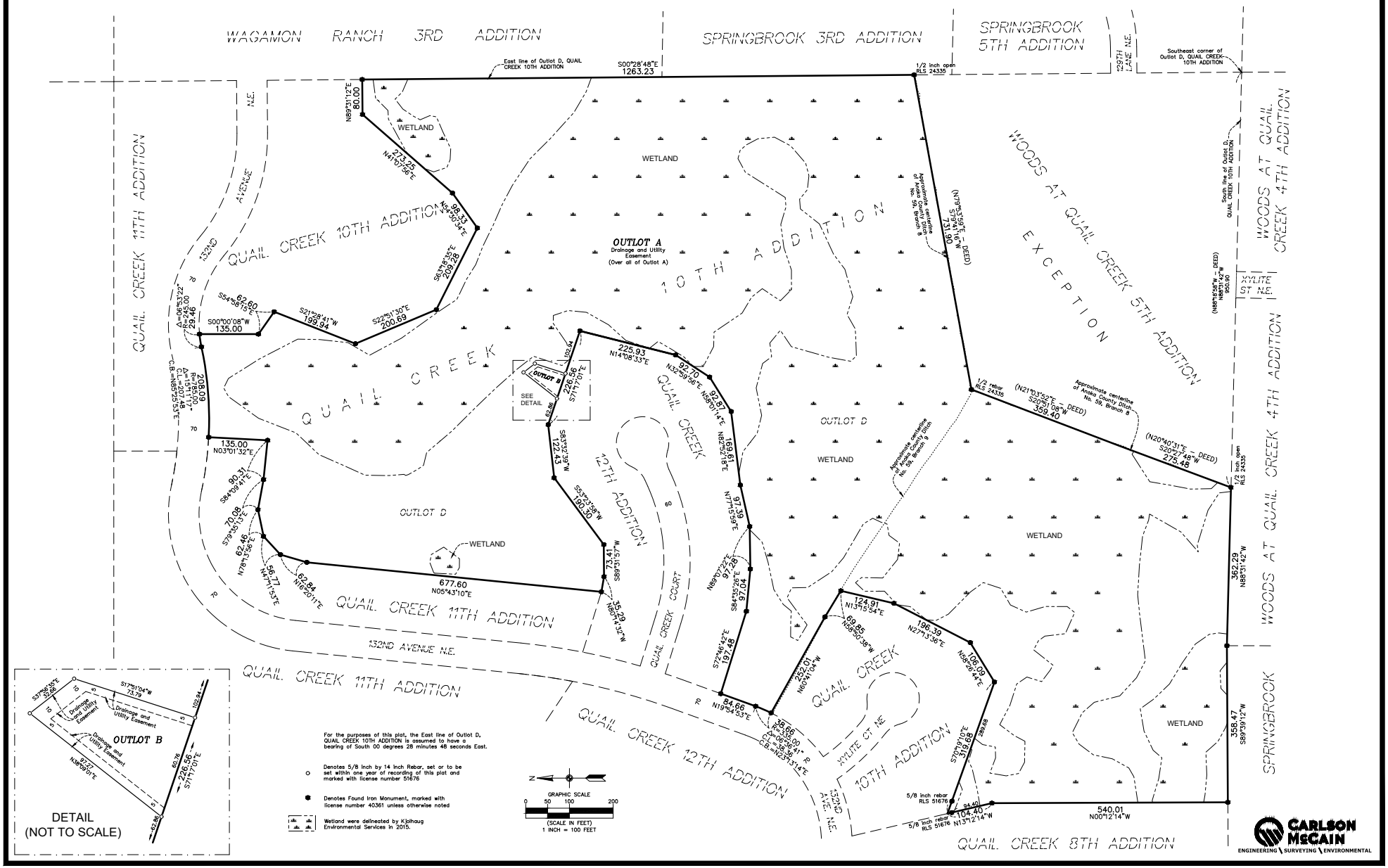
_____
County Recorder/Registrar of Title

By: _____, Deputy

CARLSON McCAIN
ENGINEERING \ SURVEYING \ ENVIRONMENTAL

QUAIL CREEK 13TH ADDITION

CITY OF BLAINE
COUNTY OF ANOKA
SEC. 3 & 4, TWP. 31, RGE. 23



SHEET 2 OF 2 SHEETS

City of Blaine
Staff Report

File Number: RES 24-25

Agenda Date	Status
February 5, 2024	
In Control	**File Type**
City Council	Report

Approval of Consent Agenda: - Sheila Sellman, City Planner

Agenda Item # 8.10

Resolution Granting Final Plat Approval to Subdivide Approximately 15.9 Acres into 54 Lots and One Outlot to be Known as Lexington Waters Third Addition at Ghia Court NE and 132nd Avenue NE. MN Landco/AREP Lexington Waters LP (Case File No. 24-0008/SLK)

Executive Summary

This application is a request to final plat 15.9 acres into 54 single-family lots and one outlot for ponding.

Background

Planning Commission Public Hearing	09/14/21
City Council (Preliminary Plat)	10/04/21
City Council (Final Plat)	02/05/24
Action Deadline	03/25/24

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

Zoning
The property is zoned Development Flex (DF).

Land Use Designation
The property has a land use designation of Low Density Residential (LDR).

Surrounding Zoning and Uses
Surrounding properties to the south and east are zoned DF and guided for LDR. Lexington Avenue is to the west, Lexington Waters development is to the south and east, and a ponding outlot is located in the north central area of the plat. Ham Lake borders the north property line.

History
The Lexington Waters development was preliminary platted in 2021. Lexington Waters 2nd Addition was approved on April 17, 2023.The vacant parcel has no other previous approvals.

Evaluation of Request

Plat
The proposed plat subdivides an outlot parcel (15.9 acres) into 54 new single-family lots and one outlot for ponding. The lot sizes will range from 6,875 square feet to 14,873 square feet. The preliminary plat approved 272 single-family lots, one lot for an existing home and seven outlots. As proposed, the 54 lots will have a lot width of 55 feet. The homes will consist of two-story and rambler layouts.

The final plat is consistent with the approved preliminary plat, Resolution No. 21-197.

Tree Preservation
Tree removal occurred with site grading in 2022 with the approval of the Lexington Waters plat. The planting requirements of two trees per lot, plus a third tree on corner lots, and additional landscaping planted along Lexington Avenue will meet the tree replacement requirement for the plat. The developer proposes to plant 629 trees on the entire Lexington Waters development.

Park Dedication
Park dedication will be required for the 54 new lots being proposed within the plat. The City's current park dedication rate for single-family lots is $4,894 per unit (2024 rate). A total park dedication fee of $264,276 will become due prior to final plat mylars being released to the developer for recording at Anoka County.

Grading/Storm Drainage
The developer completed the site grading in 2021 per the CCWD and city approved grading, drainage, erosion protection and sediment control plans prepared by the Developer's Engineer. The developer shall continue with the required SWPPP for the subdivision which includes but is not limited to, perimeter site protection, tree preservation, tree clearing limits, custom grading, storm water management, temporary erosion protection Best Management Practices (BMPs), and temporary sediment control BMPs information for the site.

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

Utilities
The developer will be responsible for Trunk Sanitary Sewer area charges. These charges become due with platting for upland acreage. The 2024 rate for Sanitary Sewer District 7 is $7,196.00 per upland acre and will be applied to the acreage platted. This phase is proposing to develop 15.9 acres of upland for a total sewer area charge of $114,416.40.

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

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

Wetlands/Watershed/FEMA
The plat will need to provide for a protective buffer strip of natural vegetation at least 15-feet in width and shall surround all wetlands. This buffer strip shall be placed in easement.

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

The development shall indicate that all structures are protected from flooding by processing a Letter of Map Change with FEMA prior to issuance of building permits within the unnumbered A-Zone on the FEMA flood map. Developer shall provide all FEMA paperwork and structure as-built surveys to homeowners at time of lot closing. Developer is responsible for following through with FEMA (as necessary) to receive final documents, to provide those documents to the homeowners, and to record these on the certificate of title for each parcel in the development.

Access/Street Design/Sidewalks/Trails
The development is proposing to gain/provide access from a connection to Ghia Court NE and Hupp Court NE.

All local roads shall be constructed to 29-feet back-to-back of width.

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

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

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

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

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

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

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

Strategic Plan Relationship

Not applicable

Board/Commission Review

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

Financial Impact

Not applicable.

Public Outreach/Input

Public hearing notices are not required for final plats.

Staff Recommendation

By motion, adopt the Resolution.

Attachment List

1. Zoning and Location Map
2. Final Plat

City of Blaine

Signature Copy

Resolution: RES 24-25

Resolution Granting Final Plat Approval to Subdivide Approximately 15.9 Acres into 54 Lots and One Outlot to be Known as Lexington Waters Third Addition at Ghia Court NE and 132nd Avenue NE. MN Landco/AREP Lexington Waters LP (Case File No. 24-0008/SLK)

WHEREAS, an application has been filed by MN Landco/AREP Lexington Waters LP as Case File No. 24-0008 for a final plat to be known as Lexington Waters Third Addition; and

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

Outlot A, LEXINGTON WATERS, Anoka County, Minnesota

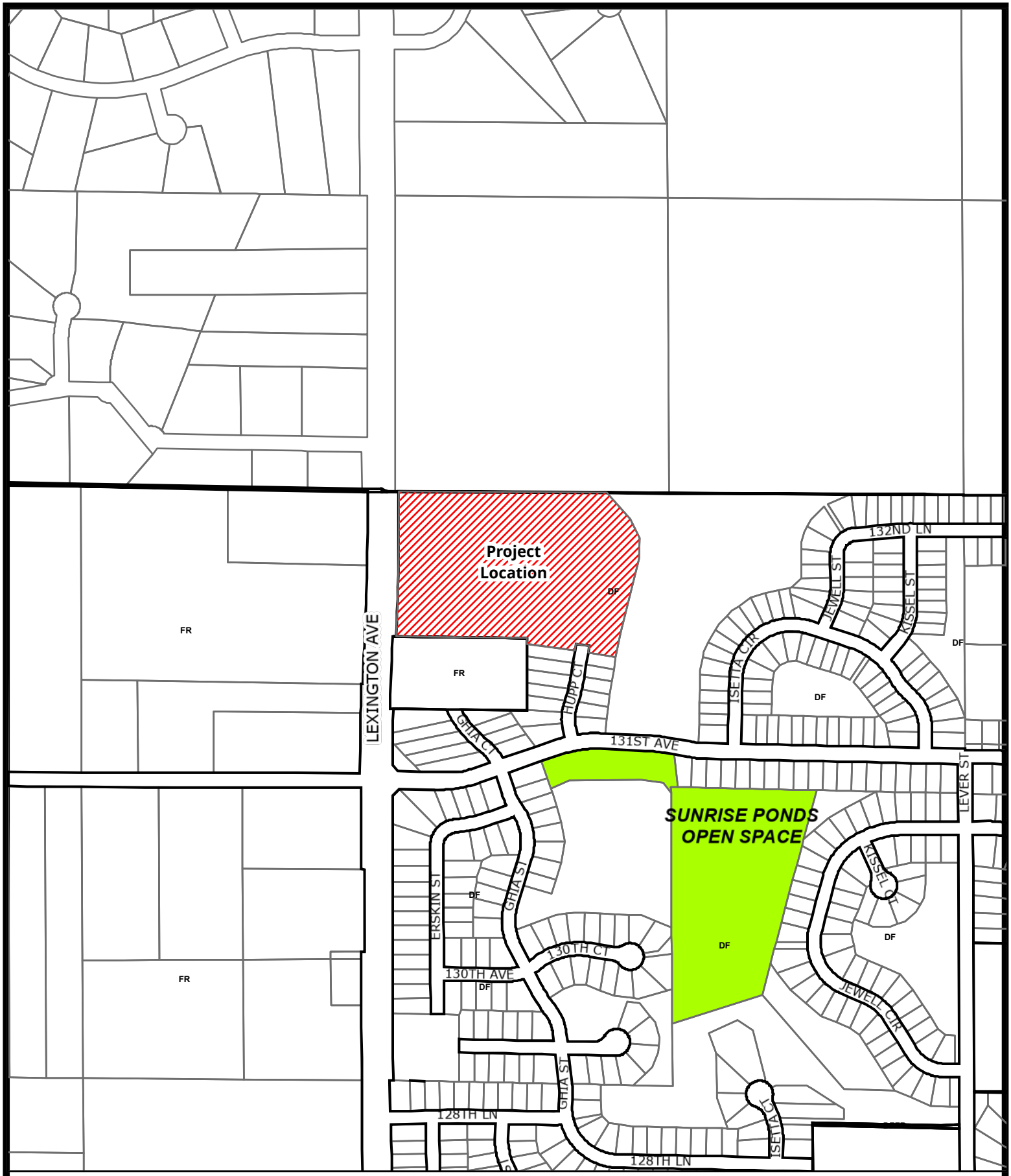
WHEREAS, the Blaine City Council granted preliminary plat approval on October 4, 2021, subject to the conditions as contained in Blaine City Council Resolution No. 21-197; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine that final plat approval for Lexington Waters Third Addition per Section 75-33 of the subdivision regulations is hereby granted subject to the listed conditions. **NOW, THEREFORE, BE IT FURTHER RESOLVED** The Mayor, City Clerk and City Manager are hereby authorized to execute any and all necessary documents, agreement and releases related to the approval, recording or administration of Lexington Waters Third Addition.

1. Park dedication is required for the 54 new lots being constructed at the rate of $4,894 per unit, for a total park dedication fee of $264,276 if paid and recorded in 2024. This amount must be paid prior to releasing the plat mylars for recording at Anoka County.
2. The required landscaping consists of one front yard tree, one rear yard tree, and a third tree on all corner lots. The required two trees per lot, plus a third tree on corner lots, and additional landscaping planted along Lexington Avenue will meet the tree replacement requirement for the Lexington Waters development. The developer proposes to plant 629 trees in the Lexington Waters development. The developer to submit a landscape plan for Lexington Waters Third Addition that demonstrates tree replacement requirements.
3. Execution and recording of a Development Agreement, which sets forth in detail the plat conditions as well as other responsibilities for the development of this plat.
4. The developer is responsible for recording plat mylars with Anoka County. Proof of recording must be provided prior to issuance of building permits.
5. The developer will be responsible for Trunk Sanitary Sewer area charges. These charges become due with platting for upland acreage. The 2024 rate for Sanitary Sewer District 7 is $7,196.00 per upland acre and will be applied to the acreage platted. This phase is proposing to develop 15.9 acres of upland for a total sewer area charge of $114,416.40.

PASSED by the City Council of the City of Blaine this 5th day of February 2024.



Case File No. 24-0008
Lexington Waters Third Addition

BlaineMN.gov

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

LEXINGTON WATERS THIRD ADDITION

CITY OF BLAINE
COUNTY OF ANOKA
SEC. 1, TWP. 31, RGE. 23

KNOW ALL PERSONS BY THESE PRESENTS: That MN LANDCO/AREP Lexington Waters, LP, a Minnesota limited partnership, owner of the following described property:

Outlot A, LEXINGTON WATERS, Anoka County, Minnesota

Has caused the same to be surveyed and platted as LEXINGTON WATERS THIRD ADDITION and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as shown on this plat.

In witness whereof said MN LANDCO/AREP Lexington Waters, LP, a Minnesota limited partnership, has caused these presents to be signed by its proper partner this _____ day of _____, 20_____.

MN LANDCO/AREP LEXINGTON WATERS, LP
by: MN LANDCO/AREP Land GP, LLC

_____
Benjamin N. Schmidt, President

STATE OF_____
COUNTY OF_____

This instrument was acknowledged before me on this _____ day of _____, 20_____ by Benjamin N. Schmidt, President of MN LANDCO/AREP Land GP, LLC, a Delaware limited liability company, the Sole General Partner of MN LANDCO/AREP Lexington Waters, LP, a Minnesota limited partnership on behalf of said limited partnership.

_____ (Signed)

_____ (Printed)

Notary Public, _____

My commission expires _____

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

Dated this _____ day of _____, 20_____.

_____
Thomas R. Balluff, Licensed Land Surveyor
Minnesota License No. 40361

STATE OF_____
COUNTY OF_____

This instrument was acknowledged before me on this _____ day of _____, 20_____ by Thomas R. Balluff, Licensed Land Surveyor.

_____ (Signed)

_____ (Printed)

Notary Public, _____

My commission expires _____

CITY COUNCIL, CITY OF BLAINE, MINNESOTA

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

CITY COUNCIL, CITY OF BLAINE, MINNESOTA

By: _____, Mayor

By: _____, Clerk

COUNTY SURVEYOR

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

_____
David M. Ziegimeier
Anoka County Surveyor

COUNTY AUDITOR/TREASURER

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

_____
Property Tax Administrator

By: _____, Deputy

COUNTY RECORDER/REGISTRAR OF TITLES

County of Anoka, State of Minnesota

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

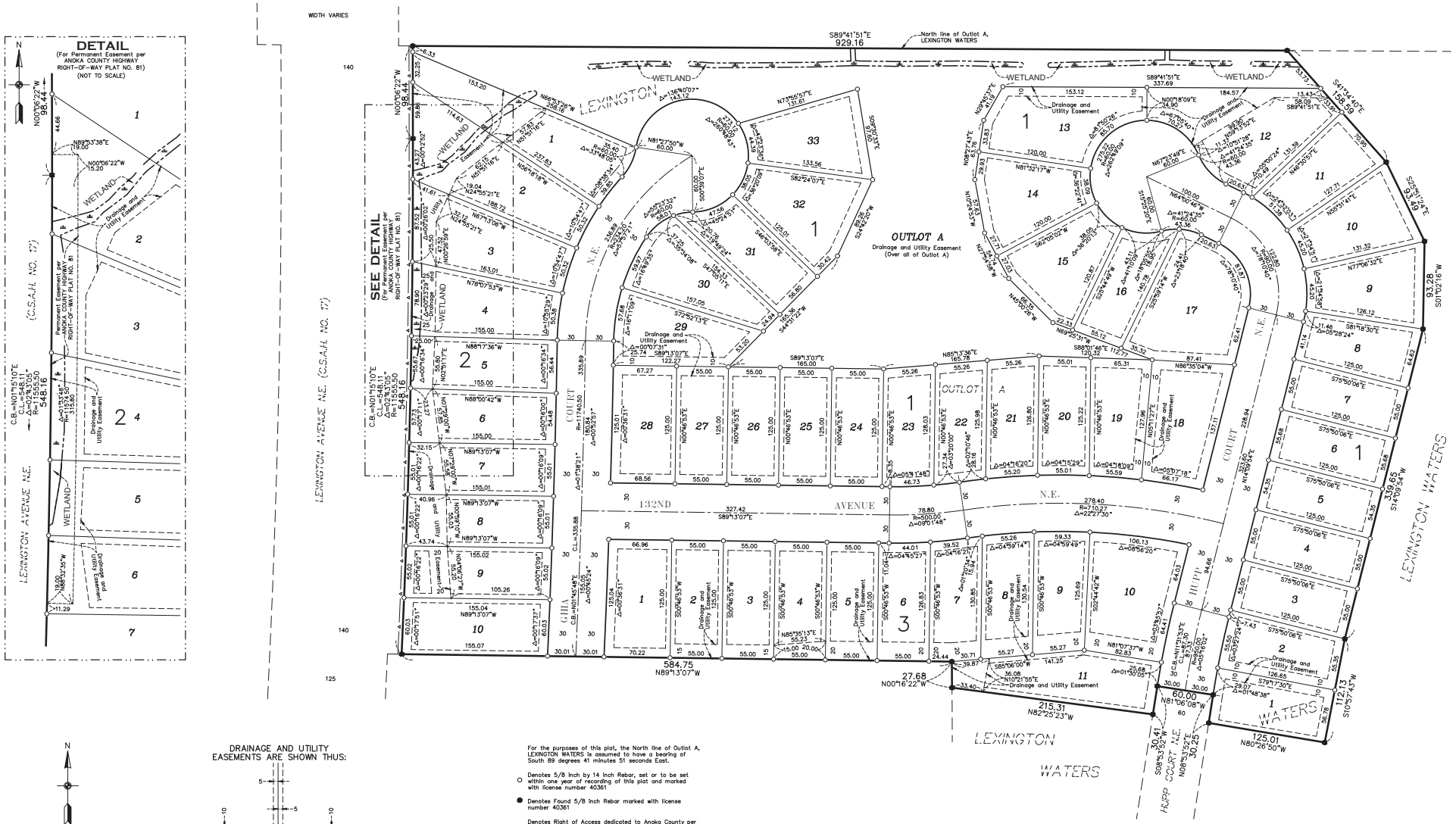
_____
County Recorder/Registrar of Title

By: _____, Deputy

CARLSON McCAIN
ENGINEERING \ SURVEYING \ ENVIRONMENTAL

LEXINGTON WATERS THIRD ADDITION

CITY OF BLAINE
COUNTY OF ANOKA
SEC. 1, TWP. 31, RGE. 23



SHEET 1 OF 2 SHEETS

City of Blaine
Staff Report

File Number: 2024-024

Agenda Date	Status
February 5, 2024	
In Control	**File Type**
City Council	Motion

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

Agenda Item # 8.11

Approve Payment to Esri for Small Municipal and County Government Enterprise Agreement Annual Fee for Software/Maintenance

Executive Summary

Staff requests Council approval of the 2024 payment of $55,000 for the above referenced contract pursuant to the Blaine City Charter section 6.05, which requires City Council approval of all purchases or contracts more than $50,000.

Background

The city is entering the third year of a three-year Small Municipal and County Government Enterprise Agreement with Esri. The 2024 annual fee is $55,000. The contract includes bundled licensing for ArcGIS desktop applications, servers, developer tools, and geographic analytic tools.

Strategic Plan Relationship

This software platform aligns well with effective communication and infrastructure management. It also supports select initiatives across growth management and organizational health.

Board/Commission Review

Not applicable.

Financial Impact

The 2024 General Fund budget appropriated $55,000 for this expenditure within the GIS division.

Public Outreach/Input

Not applicable.

Staff Recommendation

By Motion, authorize payment of year 3 of the software agreement with Esri.

Attachment List

1. City of Blaine SGELA
2. 2024 SGELA Invoice

January 27, 2022

Miss Cory Richter
City of Blaine
10801 Town Square Dr Ne
Blaine, MN 55449-8100

Dear Cory,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.

- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.

- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.

- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.

- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.

- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

   "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

   Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.

3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.

4. Send the purchase order and agreement to the address, email or fax noted below:

Esri	e-mail: service@esri.com
Attn: Customer Service SG-EA	fax documents to: 909-307-3083
380 New York Street	
Redlands, CA 92373-8100	

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Jason Fetch

Quotation # Q-462342

Date: January 27, 2022

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 138952 Contract # ENTERPRISE AGREEMENT

City of Blaine
GIS Dept
10801 Town Square Dr Ne
Blaine, MN 55449-8100

ATTENTION: Cory Richter
PHONE: 7637172639
EMAIL: crichter@ci.blaine.mn.us

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 1/27/2022 To: 4/27/2022

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	$55,000.00	$55,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168179	1	Year 2	$55,000.00	$55,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168179	1	Year 3	$55,000.00	$55,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				

Subtotal:	$165,000.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$165,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Jason Fetch	jfetch@esri.com	651-454-0600 x2331

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____ 00307785.0

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-3)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions
ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers
ArcGIS Image Server

Developer Tools
ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities
One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
250 ArcGIS Online Viewers
250 ArcGIS Online Creators
37,500 ArcGIS Online Service Credits
250 ArcGIS Enterprise Creators
5 ArcGIS Insights in ArcGIS Enterprise
5 ArcGIS Insights in ArcGIS Online
50 ArcGIS Tracker for ArcGIS Enterprise
50 ArcGIS Tracker for ArcGIS Online
4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
4 ArcGIS Utility Network User Type Extensions (Enterprise)
4 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	**4**
Number of Tier 1 Help Desk individuals authorized to call Esri	**4**
Maximum number of sets of backup media, if requested*	**2**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of Blaine
(Customer)

By: _____
Authorized Signature

Printed Name: Cory Richter

Title: GIS Manager

Date: 3/25/2022

CUSTOMER CONTACT INFORMATION

Contact: Cory Richter

Telephone: 763-717-2639

Address: 10801 Town Square Dr NE

Fax:

City, State, Postal Code: Blaine MN 55449

E-mail: crichter@blainemn.gov

Country: USA

Quotation Number (if applicable): Q-462342_SGEA

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 **Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

380 New York Street
Redlands, CA - 92373
Phone: (909) 793-2853

Invoice	:	94637449	Document Date	:	01/04/2024
Order	:	40059706	Delivery	:	
Customer	:	138952	Contract	:	SMALL GOVT
Customer PO	:	EMAIL GARDNER			
P.O. Date	:	01/04/2024			
End User	:	138952	City of Blaine		
Project	:		U.C.C		

Invoice

Page : 1

Bill to :
Adam Gardner
City of Blaine
GIS and Data Services
10801 Town Square Dr Ne
Blaine MN 55449-8100

Ship to :
City of Blaine
GIS and Data Services
10801 Town Square Dr Ne
Blaine MN 55449-8100

Term of payment : Net Due 30 days, no discount

The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal/software-license.

Enterprise Agreement Fee Software/Maintenance
Term: 03/28/2024 to 03/27/2025

Item Subtotal		55,000.00
Total :	**USD**	**55,000.00**

FEIN: 95-2775732
DUNS/CEC: 06-313-4175 CAGE:0AMS3

Please detach lower portion and return with remittance

Remit Payment to :
Environmental Systems Research Institute, Inc.

By Check:
P.O. Box 741076
Los Angeles
CA 90074-1076

Electronic Instructions :
Bank : Bank of America
ACH ABA : 121000358
Wire ABA : 026009593 **Acct# :** 1496150335

Adam Gardner
City of Blaine
GIS and Data Services
10801 Town Square Dr Ne
Blaine MN 55449-8100

Invoice : 94637449 **Document Date : 01/04/2024**
Payer : 138952 **Total : USD 55,000.00**

City of Blaine
Staff Report

File Number: 2024-46

Agenda Date	Status
February 5, 2024	
In Control	**File Type**
City Council	Motion

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

Agenda Item # 8.12

Authorizing the Acquisition of Right-of-Way Consistent with State Law for the Ulysses Street and 117th Avenue Roundabout Project, Improvement Project 23-09

Executive Summary

The City Council previously authorized the design and preparation of plans and specifications for improvements to the Ulysses Street and 117th Avenue intersection. The design proposes a roundabout to be constructed at this intersection to provide the best level of service and safety. The proposed improvements require right-of-way as well as permanent and temporary easements to be acquired from adjacent landowners to complete the project as designed. The pending project and need for additional right-of-way and easements has been discussed with the property owners, and they are willing to consider offers for these acquisitions. An appraisal was done and a price of $400.00 was negotiated with the Lowe's Home Centers, LLC property at 11651 Ulysses Street.

Background

In 2019, the Traffic Commission ordered that this intersection be evaluated for safety in its current condition and future needs. The city then hired Bolton & Menk to conduct an Intersection Control Evaluation (ICE) of the intersection of Ulysses Street and 117th Avenue based on the existing conditions and the new development that was being proposed at or near this intersection.

The Intersection Control Evaluation report results were discussed with the council at a workshop on March 2, 2020. At that time the council directed staff to incorporate the proposed improvements recommended from the Traffic Commission of a modified roundabout from the study into the 5-year capital Improvement Plan. It was identified as a 2023 construction project.

In September 2022 the City Council authorized entering into a contract with Bolton & Menk to provide a preliminary survey and design for the improvement project with Motion 2022-158. An amendment to this contract was approved by City Council to include right-of-way acquisition in April 2023 with Motion 2023-112. Additional information was gathered, including updated traffic counts at

the intersection and a Roundabout Justification Report by Bolton & Menk. The report indicated a roundabout is justified and will provide significant improvements in traffic operations, severe crash reduction, and a safer environment for multimodal users. The preliminary design (see attached layout) has been completed for the roundabout.

The proposed improvements require right-of-way as well as permanent and temporary easements to be acquired from adjacent landowners to complete the project.

Through the contract with Bolton-Menk, Henning Professional Services (HPS) is providing right-of-way acquisition services including independent appraisals. Appraisals of the Lowes, Kwik Trip, Cedar Pointe Apartments and Abundant Life Church-Assembly of God properties have been completed. Offers based on these appraisals have been negotiated with the property owners.

At this time, Lowe's Home Centers, LLC has agreed to a price of $400.00. The appraised value was $400.00.

City Council is being asked to authorize the Mayor and City Manager to acquire the needed easements for the Ulysses Street and 117th Avenue roundabout project from Lowe's Home Centers, LLC.

Strategic Plan Relationship

This improvement is in line with the City's Strategic goal of infrastructure management.

Board/Commission Review

Not applicable.

Financial Impact

Funding for this project will be paid for from the city's Municipal State Aid (MSAS) fund, this will include the surveying and design cost as proposed.

Public Outreach/Input

No public outreach/input is needed for this approval. Staff does anticipate additional outreach in the future as the project is developed.

Staff Recommendation

By motion, authorize the Mayor and City Manager to acquire the needed easements at 11651 Ulyssess Street NE, Blaine, MN or the Ulysses Street and 117th Avenue roundabout project from Lowe's Home Centers, LLC in the amount of $400.00.

Attachment List

1. Easement Agreement_signed

2. Memorandum of Understanding_signed
3. Lowe's appraisal $400 22316-2

City of Blaine

Signature Copy

Resolution:

Authorizing the Acquisition of Right-of-Way Consistent with State Law for the Ulysses Street and 117th Avenue Roundabout Project, Improvement Project 23-09

NON-EXCLUSIVE SIDEWALK EASEMENT AGREEMENT

THIS NON-EXCLUSIVE SIDEWALK EASEMENT AGREEMENT is dated and effective as of _____, by and between Lowe's Home Centers, LLC, a North Carolina limited liability company ("Grantor"), and the City of Blaine, a Minnesota municipal corporation (the "City").

RECITALS

A. Grantor is the owner of a parcel of land located in Anoka County, Minnesota, and legally described on the attached **Exhibit A** (the "Property").

B. The City desires to obtain an easement for sidewalk purposes on, over, under, across and through portions of the Property.

C. Grantor has agreed to grant the easement to the City through the execution of this Non-exclusive Sidewalk Easement Agreement (the "Agreement").

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties hereby agree as follows:

1. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor, for itself, its successors and assigns, hereby declares, creates, grants and establishes a perpetual non-exclusive easement (the "Easement") for the benefit of the City and the public for sidewalk purposes on, over, under, across and through that portion of the Property legally described and depicted on the attached **Exhibit B-1** and **Exhibit B-2** (the "Easement Area").

2. Scope of Easement. The easement rights granted in this Agreement are permanent in nature and include the rights of the City, its contractors, agents, servants, and assigns, to enter the Easement Area at any time that it may see fit, without notice, to construct, reconstruct, inspect, repair, and maintain public facilities over, across, on, under, and through the Easement Area, and the right to remove obstructions reasonably interfering with the location, construction and maintenance of such public facilities. The Easement rights further include, but are not limited to, the right of ingress and egress over the Easement Area to access the Easement for the purposes of construction, maintenance, repair and replacement of any and all facilities and improvements ancillary, incident or related the Easement. Grantor shall not place any improvements or landscaping in the Easement Area.

3. Maintenance of Easement Area. The Easement Areas shall be kept and maintained by the City at the City's sole cost and expense, in a condition consistent with other City sidewalks. Maintenance of the Easement Area shall include operating, maintaining, repairing and replacing the improvements and other areas within the Easement Area, unless damaged by Grantor or anyone acting under Grantor in which case costs or repair shall be paid by Grantor. The City agrees to stay in compliance with applicable laws, ensuring the safety of

any persons or property, or any other purposes. The City shall ensure that the improvements within the Easement Area are at grade with the surrounding land.

4. Covenants Run with the Land. The benefits and burdens created by this Agreement shall constitute covenants running with the land and shall benefit and be binding upon all present and future owners, and their respective successors and assigns, of any portion of the Property and upon each person having any interest therein derived through any owner thereof.

5. Termination of Easement. The Easement declared, granted, established, and conveyed in this Agreement is permanent in nature and may be terminated only by an agreement in writing signed by both parties. As and to the extent required for any reason, the parties agree to execute a recordable document to memorialize, record, or effect any such termination.

6. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of both parties, and their successors and assigns.

7. Entire Agreement and Modification. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all previous agreements of whatever nature between the parties with respect to the subject matter. This Agreement may not be altered or amended except by an agreement in writing signed by all parties.

8. Governing Law. This Agreement is entered into in and shall be governed by and construed in accordance with the internal laws of the State of Minnesota.

9. Severability. If any term or provision of this Agreement is ever determined to be invalid or unenforceable for any reason, such term or provision shall be severed from this Agreement without affecting the validity or enforceability of the remainder of this Agreement.

10. Attorneys' Fees. In the event either party is required to enforce the terms of this Agreement through legal action, the prevailing party, as determined by a court of competent jurisdiction, shall be entitled to recover its reasonable attorneys' fees and costs.

11. The terms and conditions set forth in Exhibit C attached hereto are hereby incorporated into this instrument by this reference.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

GRANTOR:

Lowe's Home Centers, LLC,
a North Carolina liability company
(formerly Lowe's Home Centers, Inc., a North Carolina corporation)

By: _____
Name: Richard J. Goodman
Its: Vice President, Retail Facilities, Construction & Property Management

STATE OF NORTH CAROLINA)
) ss.
COUNTY OF IREDELL)

Personally came before me on December 8, 2023, the above-named Richard J. Goodman, the Vice President of Lowe's Home Centers, LLC, a North Carolina limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said company.

BRANDY L. JONES NOTARY PUBLIC GASTON COUNTY, NC

Brandy L. Jones
Notary Public
My Commission expires: 3-20-2027

[Signature Page to Easement Agreement]

30159-37574/3326412/2

CITY:

City of Blaine,
Minnesota municipal corporation

By _____
Name: Tim Sanders
Title: Mayor

By _____
Name: Michelle Wolfe
Title: City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

Personally came before me on _____, 202___, the above-named Tim Sanders, Mayor, and Michelle Wolfe, City Manager, of the City of Blaine, a municipal corporation organized under the laws of the State of Minnesota, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public

[Signature Page to Easement Agreement]

This instrument was drafted by:

Thomas R. Loonan
Eckberg Lammers, P.C.
1809 Northwestern Avenue
Stillwater, MN 55082

30159-37574/3326412/2

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 1, Block 1 and Outlot A, Central Avenue Acres Second Addition, Anoka County, Minnesota.

Torrens Property
Certificate of Title No. 109549

PID 17-31-23-21-0013; 17-31-23-21-0017

EXHIBIT B-1

EASEMENT DESCRIPTION

A permanent public sidewalk easement, over, under and across part of Lot 1, Block 1, CENTRAL AVENUE ACRES SECOND ADDITION, according to said plat on file and of record in the Office of the County Recorder, in and for, Anoka County, Minnesota; said easement described as follows: beginning at the northwest corner of said Lot 1; thence South 89 degrees 51 minutes 04 seconds East, assumed bearing along the North line of said Lot 1, 10.00 feet; thence South 45 degrees 53 minutes 53 seconds West, 14.33 feet to a point on the West line of said Lot 1, distant 10.00 feet South from said northwest corner; thence northerly, 10.00 feet, along a non-tangential curve concave to the west, and also along said West line, said curve having a radius of 2546.00 feet a central angle of 00 degrees 13 minutes 30 seconds, and the chord of said curve bears North 1 degree 38 minutes 49 seconds East, to the point of beginning.

EXHIBIT B-2

EASEMENT DEPICTION

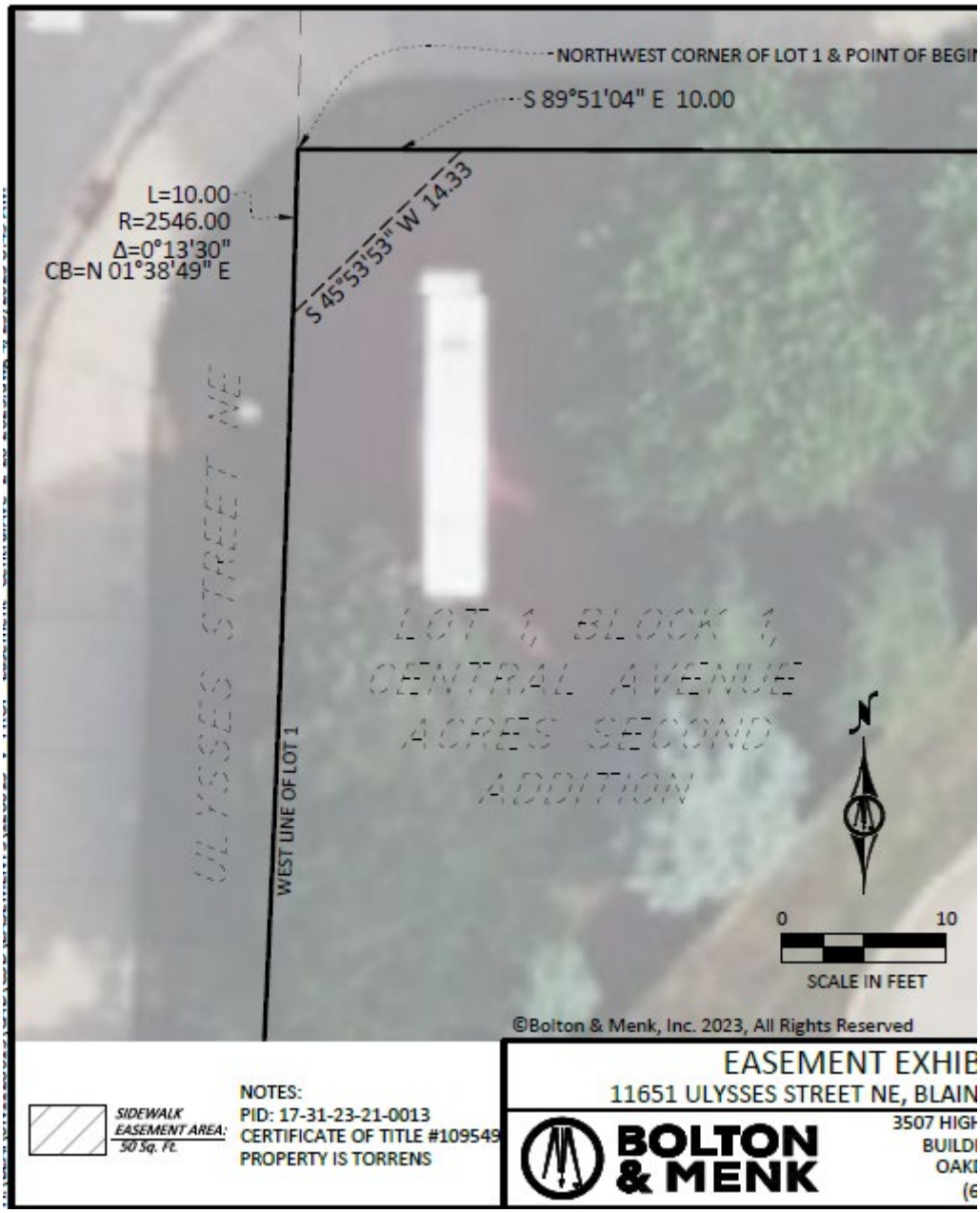


EXHIBIT C

ADDITONAL TERMS AND CONDITIONS TO SIDEWALK EASEMENT AGREEMENT

1. Non-Exclusive Easement. This Easement is non-exclusive. Grantor retains the right to use the surface area of the Easement Area and, to the extent that use is not incompatible with Grantee's use thereof, the subsurface areas thereof in such manner as Grantor shall deem proper. Grantor shall have the right to grant easements to others for utilities now or in the future upon, under, over and through the Easement Area. Grantee shall provide all required notification to applicable utility companies and shall use its best efforts to prevent damage to or disruption of all utilities and utility services and other equipment and systems installed in the Easement Area.

2. Non-disturbance. Grantee shall, at all times, cause as little disturbance to Grantor, its tenants or their businesses, as may be practicable under the circumstances. In the course of doing any work within the Easement Area at any time and from time to time, Grantee shall take all necessary precautions and safety measures to protect and preserve the safety of persons and property upon and about the Easement Area and Property. Grantee agrees, at its sole cost and expense, to keep its system and/or all other property of Grantee installed within the Easement Area in good order, condition and repair. In connection with the rights granted herein, Grantee shall not disrupt access between the public right of way and Grantor's adjacent property.

3. Subject to Record; Liens. Grantor conveys the Easement subject to all covenants, conditions, restrictions, exceptions and easements as may appear as a matter of public record or as may be evidenced by possession, use or survey. Grantee shall not permit any claim, lien, or other encumbrance arising from construction by or on behalf of Grantee or Grantee's use of the Easement Area to accrue against or attach to the Property.

4. Insurance. Prior to the commencement of any construction within the Easement Area, Grantee shall obtain or cause its contractor to obtain and thereafter maintain for the duration of any construction within the Easement at least the following minimum insurance coverage shall provide an insurance certificate evidencing such insurance coverage: (a) Worker's Compensation in accordance with statutory requirements and Employer's liability insurance with a minimum of $1,000,000 each accident for bodily injury, $1,000,000 policy limit for bodily injury by disease, and $1,000,000 each employee for bodily injury by disease; (b) Commercial General Liability Insurance with a minimum coverage of $2,000,000 each occurrence for bodily injury, death and property damage and $5,000,000 per project general aggregate; and (c) Automobile liability insurance with a combined single limit of $1,000,000 for bodily injury, death and property damage (the general contractor shall require each of its subcontractors to maintain automobile liability insurance covering any auto with minimum combined single limit of $1,000,000 for bodily injury, death and property damage). The foregoing insurance shall be by companies rated by A.M. Best at not less than A-/VII.

5. Indemnification. Grantee shall indemnify, hold harmless and defend Grantor, and its officers, directors, agents, employees, and their successors and assigns, from and against all claims and all costs, expenses and liabilities incurred in connection with all claims, including any action or proceedings brought thereon, arising from or as a result of the death of any person or persons, or any accident, personal injury, loss or damage whatsoever caused to any person or entity or to the property of any person or entity as shall occur on or about the Easement Area or any other part of the Property as the result of the Grantee's negligence or willful misconduct; provided, however, that this indemnification does not extend to claims, losses, damages, costs, expenses or liabilities arising from the negligence or willful misconduct of Grantor, its officers, directors, agents, employees and their successors and assigns.

6. Grantee shall promptly replace and restore (within fifteen (15) days of any work), at Grantee's sole cost and expense, such area and/or improvements disturbed by such work to the condition of such area and/or improvements before the performance of that work and raise or lower manhole and/or manhole castings to conform to the elevation of the planters, parking area, driveway, and road surfaces in which they are located repair any pavement, curbs and gutters damaged by Grantee; repair and reconnect any utility lines damaged or disturbed by Grantee, and re-sod and re-landscape any areas damaged by Grantee.

MEMORANDUM OF UNDERSTANDING
City of Blaine – Ulysses St. NE & 117th Ave. NE Project

Fee Owner(s):	Lowe's Home Centers, LLC
PID:	17-31-23-21-0013
Property Address:	11651 Ulyssess Street NE, Blaine, MN 55434

On this_____day of _____, 2023, Lowe's Home Centers, LLC., a North Carolina limited liability company, Owner(s) of the above-described parcel of property located in the City of Blaine (the "City"), County of Anoka, and State of Minnesota, did execute and deliver a conveyance of real estate rights to the City.

This agreement is now made and entered as a memorandum of all the terms, and the only terms, agreed upon in connection with the above transaction. It is hereby acknowledged and agreed upon between the parties that:

1. The Owner(s) have been furnished with the approved estimate of just compensation for the property rights acquired and a summary statement of the basis for the estimate. The Owner(s) understand that the acquired property rights are for use in connection with the construction of the city project as listed above.

2. The Owner(s) understand and acknowledge that the Agent for the City has no direct, indirect, present, or contemplated future personal interest in the property or in any benefits from the acquisition of the property rights.

3. That in full compensation for the conveyance of said property, the City shall pay the Owner(s) the sum of **Four Hundred and no/100 Dollars ($400.00)** for easement(s) and damages. Owner(s) understand that payment by the City must await City Council approval, verification of marketable title, and lender consents, if needed.

4. In the event of a clerical error, Grantor, whether one or more, agree to cooperate in correcting the error including but not limited to resigning all documents.

5. Additionally: n/a

It is understood and agreed that the entire agreement of the parties is contained in this Memorandum of Understanding and Easement Document(s) dated _____, 2023 and that these documents and agreements include all oral agreements, representations, and negotiations between the parties.

City of Blaine

Date: _____

By: _____
Printed Name:_____
Title:_____

Date: _____

By: _____
Printed Name:_____
Title:_____

Lowe's Home Centers, LLC

Date: 1.2.2024

By: _____

Printed Name: Richard J. Goodman

Title: Vice President, Retail Facilities, Construction & Property Management

SL LM KSC MWK

MARKET VALUE APPRAISAL
BEFORE AND AFTER VALUES
PARCEL 2 – LOWE'S PROPERTY
11651 ULYSSES STREET NE
BLAINE, MINNESOTA

DATE OF REPORT:
June 13, 2023

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

PREPARED BY:
Patchin Messner Valuation Counselors
Sunset Pond Executive Offices
13961 West Preserve Boulevard
Burnsville, MN 55337

PATCHIN MESSNER
VALUATION COUNSELORS

June 13, 2023

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

ATTN: Mr. Brent Larson, PE

RE: Market Value Appraisal
Before and After Values
Parcel 2 – Lowe's Property
11651 Ulysses Street NE
Blaine, Minnesota

Dear Mr. Larson:

At your request, we have appraised the above-referenced property for the purpose of estimating its fee simple market value. It is our understanding that the intended use is to provide valuation guidance in the acquisition of a portion of the subject for a 50 SF permanent sidewalk easement. The proposed easement is necessary for the Ulysses Street NE and 117th Avenue NE intersection project.

The subject of this report is located at 11651 Ulysses Street NE, Blaine, Minnesota, and has a land area of 565,844 SF (12.99 acres). The subject is improved with a 139,229 SF Lowe's home improvement store that was built in 2006. Given that the proposed acquisition only affects a portion of the boulevard area adjacent to the Ulysses Street NE and 117th Avenue NE intersection, only the land and affected site improvements, if any, are appraised.

This appraisal is intended to comply with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation and, the Minnesota Department of Transportation Right-of-Way Manual. Furthermore, this appraisal is presented following the USPAP Standards Rule 2 – 2(a) guidelines for real property appraisal reporting. As such, this report presents only summary discussions of the data and analyses used in the appraisal process. Additional information and documentation concerning the data and analyses of this appraisal have been retained in our files.

Based on inspection of the property, and after consideration of the many factors influencing market value, it is the appraisers' opinion that recommended compensation, or damage, for the partial acquisition of a permanent sidewalk easement, as of May 31, 2023, is as follows:

Land Value Before the Acquisition	$6,790,200
Land Value After the Acquisition	$6,789,800
Indicated Damages	$ 400

It should be noted that the above estimate of damages is based on the assumptions as identified on pages 9 and 10 of this report.

Also, this letter of transmittal does not qualify as an appraisal, and the reader is directed to the following report for the data, analyses and conclusions which support these value estimates. The appraisal report is contingent upon the assumptions and limiting conditions submitted within the report. The Contingent and Limiting Conditions section of this report should be thoroughly read and understood before relying on any information or analysis presented herein.

Thank you for allowing our firm to be of assistance in this matter. If you have any questions after reading this report, feel free to contact us at your convenience.

Respectfully submitted,

PATCHIN MESSNER VALUATION COUNSELORS

Nathan A. Wareham
Certified General Real Property Appraiser
Minnesota License 40525462

Jason L. Messner, MAI, CRE
Certified General Real Property Appraiser
Minnesota License 4000836

CERTIFICATION OF NATHAN A. WAREHAM

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.

4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

5. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

6. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation.

7. I have made a personal inspection of the property that is the subject of this report.

8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

10. No one provided significant real property appraisal assistance to the persons signing this certification or report.

11. My engagement in this assignment was not contingent upon developing or reporting predetermined results.

12. This appraisal cannot be completely understood without reading the Contingent and Limiting Conditions section of this report, which should be thoroughly read and understood before relying on any information or analysis presented herein.

13. As of the date of this report, Nathan A. Wareham has completed the Standards and Ethics Education Requirement for Practicing Affiliates of the Appraisal Institute.

Nathan Wareham — Nathan A. Wareham

6/13/23 — Date

CERTIFICATION OF JASON L. MESSNER

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation.
7. I have made a personal inspection of the property that is the subject of this report.
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. No one provided significant real property appraisal assistance to the persons signing this certification or report.
11. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
12. This appraisal cannot be completely understood without reading the Contingent and Limiting Conditions section of this report, which should be thoroughly read and understood before relying on any information or analysis presented herein.
13. As of the date of this report, Jason L. Messner has completed the continuing education program requirements for Designated Members of the Appraisal Institute.

Jason L. Messner — 6/13/23

Jason L. Messner, MAI, CRE — Date

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Fee Owner:	Lowe's Home Centers, Inc.
Location:	11651 Ulysses Street NE Blaine, Minnesota
Date of Valuation:	May 31, 2023
Date of Inspection:	May 31, 2023
Property Appraised:	Real Property (Land Only)
Rights & Interest Appraised:	Fee Simple Market Value
Zoning:	PBD, Planned Business District
Guiding:	Community Commercial
Property Description:	The subject of this report is an Anoka County tax parcel located in the southeast quadrant of 117th Avenue NE and Ulysses Street NE in Blaine. The property is effectively rectangular in shape and the land area is 565,844 SF, or 12.99 acres. The property is improved with a 139,229 SF Lowe's home improvement store that was built in 2006, according to Anoka County records. Overall, the site has approximately 557 parking stalls. Additional site improvements include bituminous parking and concrete drive aisles, a secured outdoor storage area off of the north end of the building with two greenhouse coverings, a secured outdoor storage area off of the southwest corner of the building, landscaping, fencing, lighting, and signage.
Highest and Best Use:	
Before Condition	
As Vacant	General retail or mixed-use development
As Improved	Continued use as improved
After Condition	
As Vacant	Same as in the Before Condition
As Improved	Same as in the Before Condition

Site Area:

Before Acquisition Land Area	565,844 SF, or 12.99 Acres
After Acquisition Land Area	565,844 SF, or 12.99 Acres (no change)

Acquisition Areas:

Permanent Sidewalk Easement	50 SF

Description of Acquisition: As a result of the 117th Avenue NE and Ulysses Street NE intersection changing to a roundabout, the surrounding public sidewalk improvements will need to be reconfigured and reconstructed. In the case of the subject, a 50 SF permanent sidewalk easement is needed in the northwest corner of the property.

Valuation Conclusions:

Land Value Before the Acquisition	$6,790,200
Land Value After the Acquisition	$6,789,800
Indicated Damages	$ 400

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PHOTOGRAPHS OF SUBJECT

(Photographs Taken on May 31, 2023)

Looking Southeast at Subject from Ulysses Street NE

Looking Southeast at Subject from Ulysses Street NE

PHOTOGRAPHS OF SUBJECT

Looking Southeast from Intersection of 117th Avenue NE and Ulysses Street NE

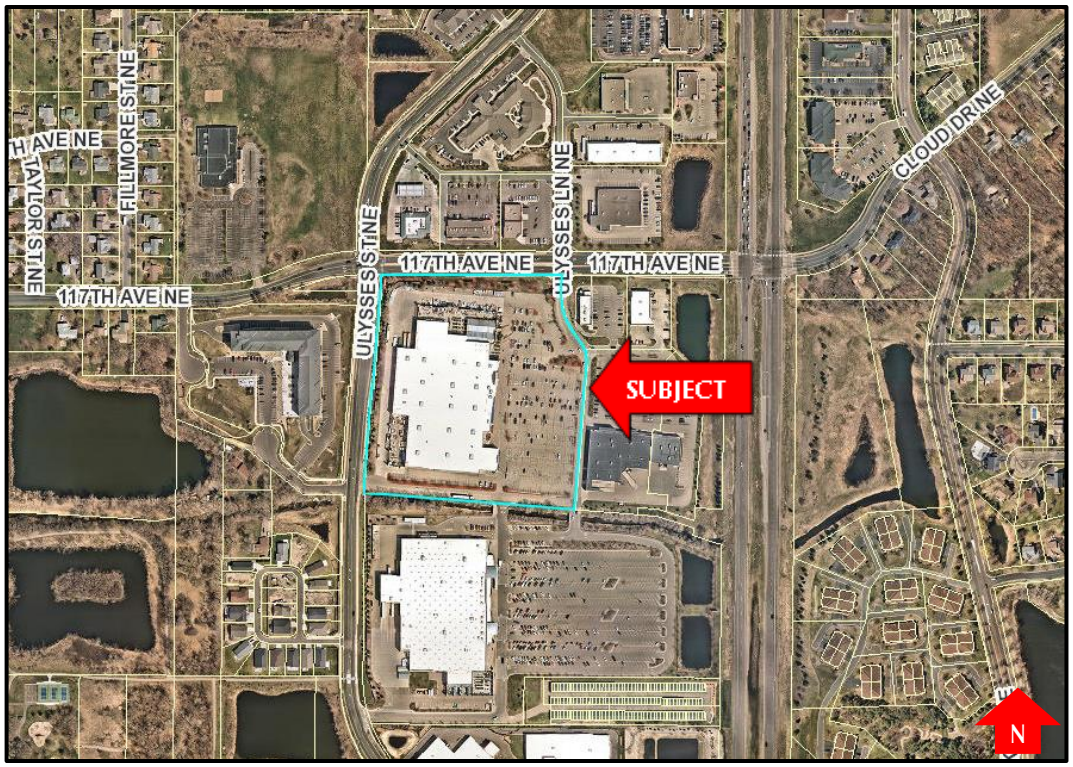
Looking East toward Proposed Easement Area

PHOTOGRAPHS OF SUBJECT

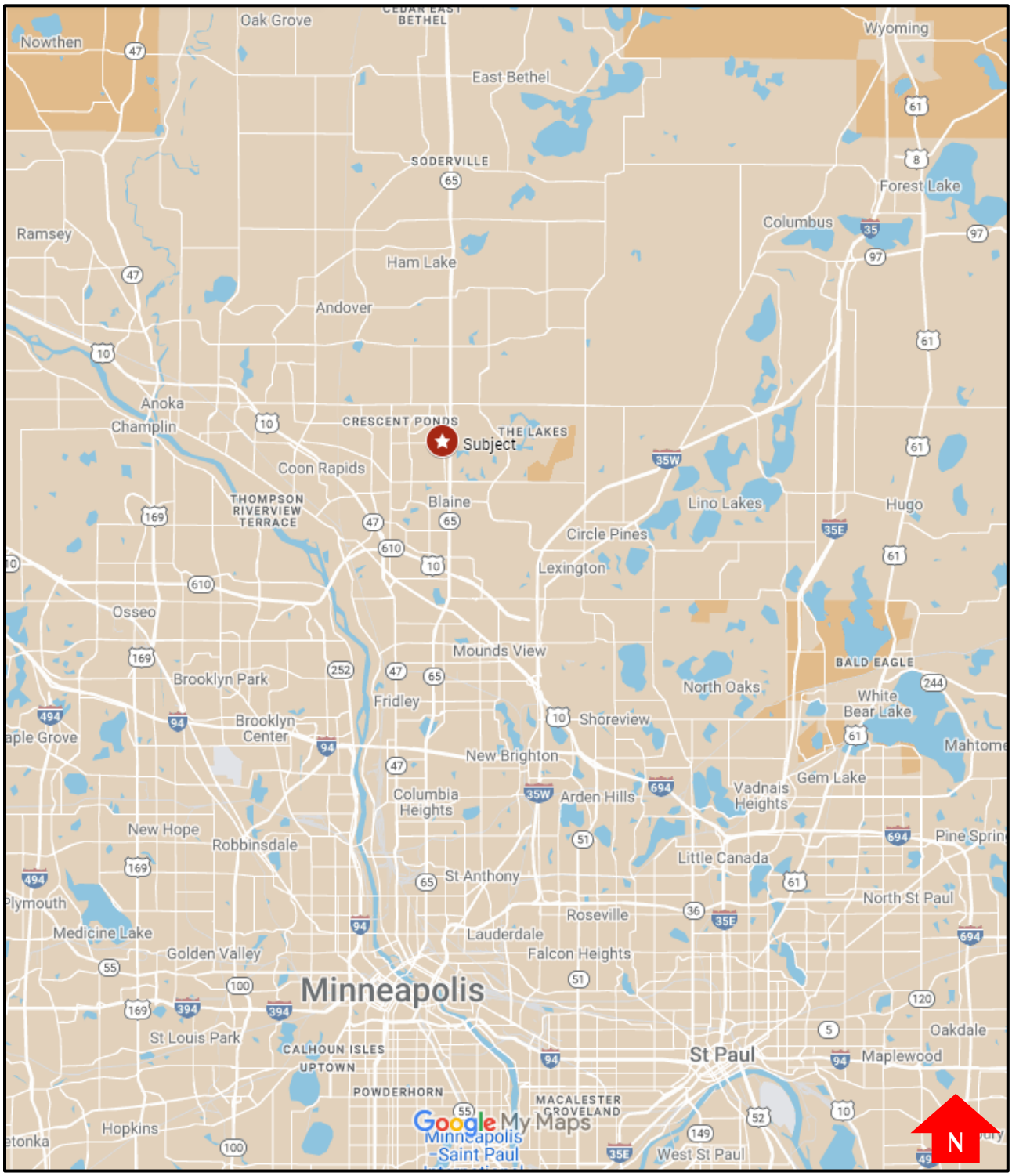
Looking at Proposed Easement Area in Northwest Corner of Subject

Looking at Proposed Easement Area in Northwest Corner of Subject

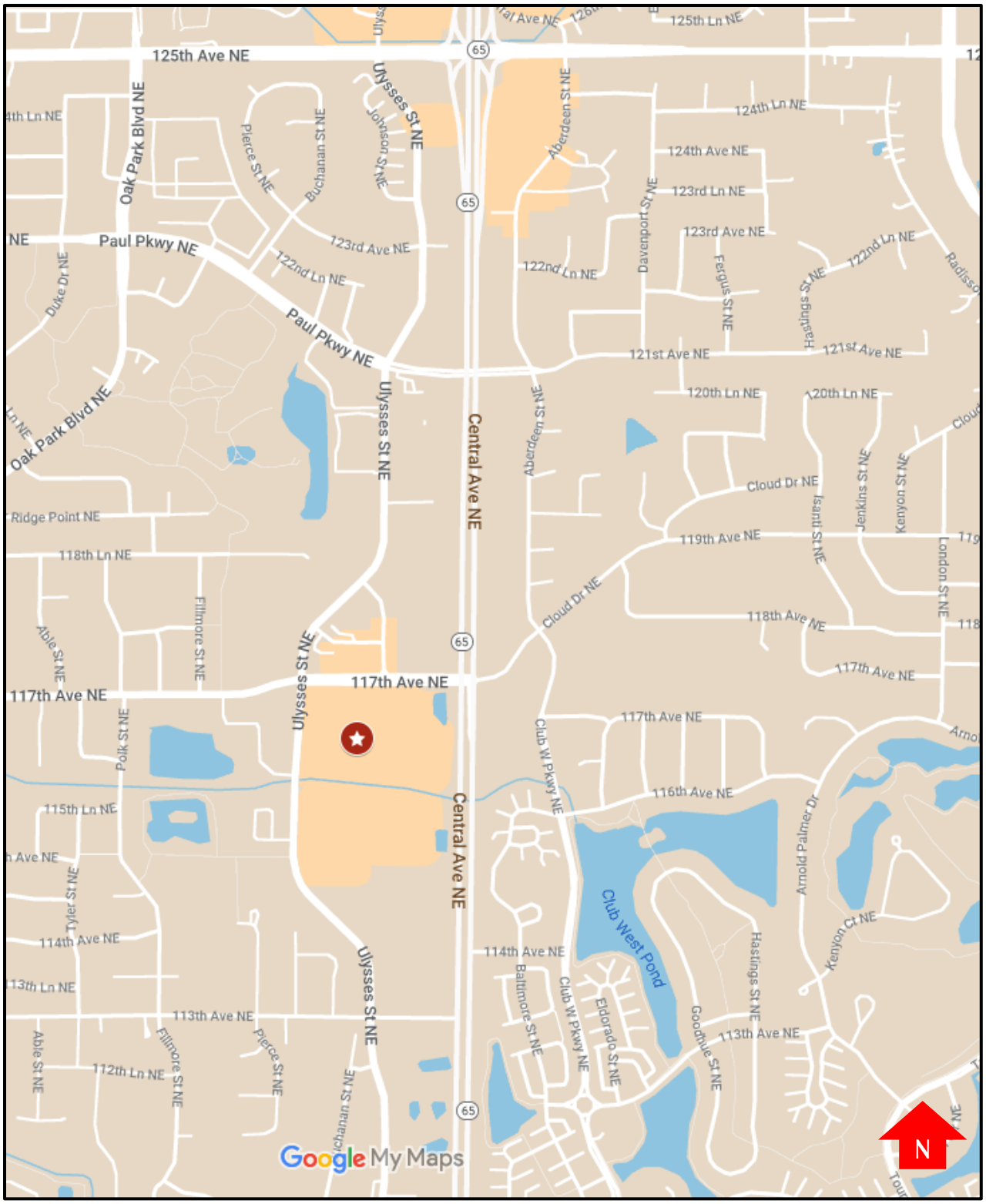
AERIAL VIEWS OF SUBJECT



SUBJECT REGIONAL MAP



SUBJECT LOCATION MAP



PART I: BEFORE ACQUISITION – FACTUAL DATA

PROPERTY APPRAISED

The subject of this report is located at 11651 Ulysses Street NE, Blaine, Minnesota, and has a land area of 565,844 SF (12.99 acres). The subject is improved with a 139,229 SF Lowe's home improvement store that was built in 2006. Given that the proposed easement only affects a portion of the boulevard area adjacent to the Ulysses Street NE and 117th Avenue NE intersection, only the land and affected site improvements, if any, are appraised.

DATE OF APPRAISAL

The effective date of this appraisal is May 31, 2023.

INSPECTION OF THE PROPERTY

Nathan A. Wareham and Jason L. Messner conducted an exterior inspection of the subject property on May 31, 2023. Ms. Sonya Henning, the right-of-way agent, and Mr. Brent Larson, project engineer for the City of Blaine, accompanied the appraisers. Ms. Kim Tellerico, a representative of the property owner, granted permission to inspect and chose not to meet with the appraisers.

PROPERTY OWNERSHIP

According to the title work provided to the appraisers, the subject property is owned by Lowe's Home Centers, Inc.

SALES HISTORY

The Uniform Standards of Professional Appraisal Practice (USPAP) requires that all sales of the subject property during the previous three years be reported and analyzed. Additionally, MnDOT requires a five-year sale history. Therefore, a five-year sales history

is conducted. According to public records, there have been no sales of the subject property within the five-year period immediately preceding the date of value. Also, to our knowledge, the subject is not currently listed for sale, and no sales contract is currently pending.

INTENDED USE

The intended use of this appraisal is to provide valuation guidance in the acquisition of a portion of the subject property for a 50 SF permanent sidewalk and signage in conjunction with the Ulysses Street NE and 117th Avenue NE intersection project in Blaine.

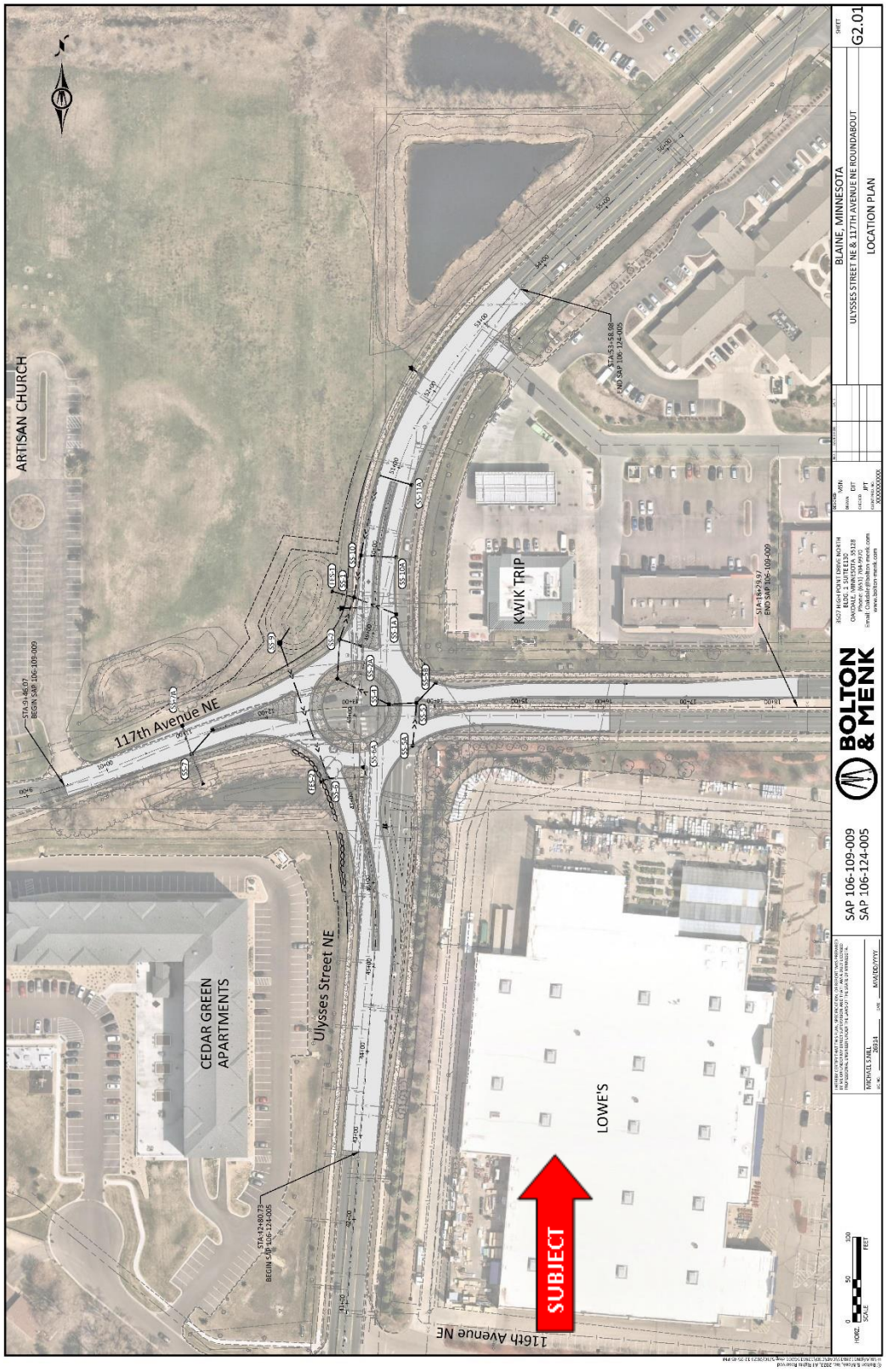
CLIENT AND INTENDED USERS

The client of this appraisal assignment is City of Blaine. The intended users of this appraisal report are the City of Blaine and its representatives in conjunction with the Ulysses Street NE and 117th Avenue NE intersection project in Blaine.

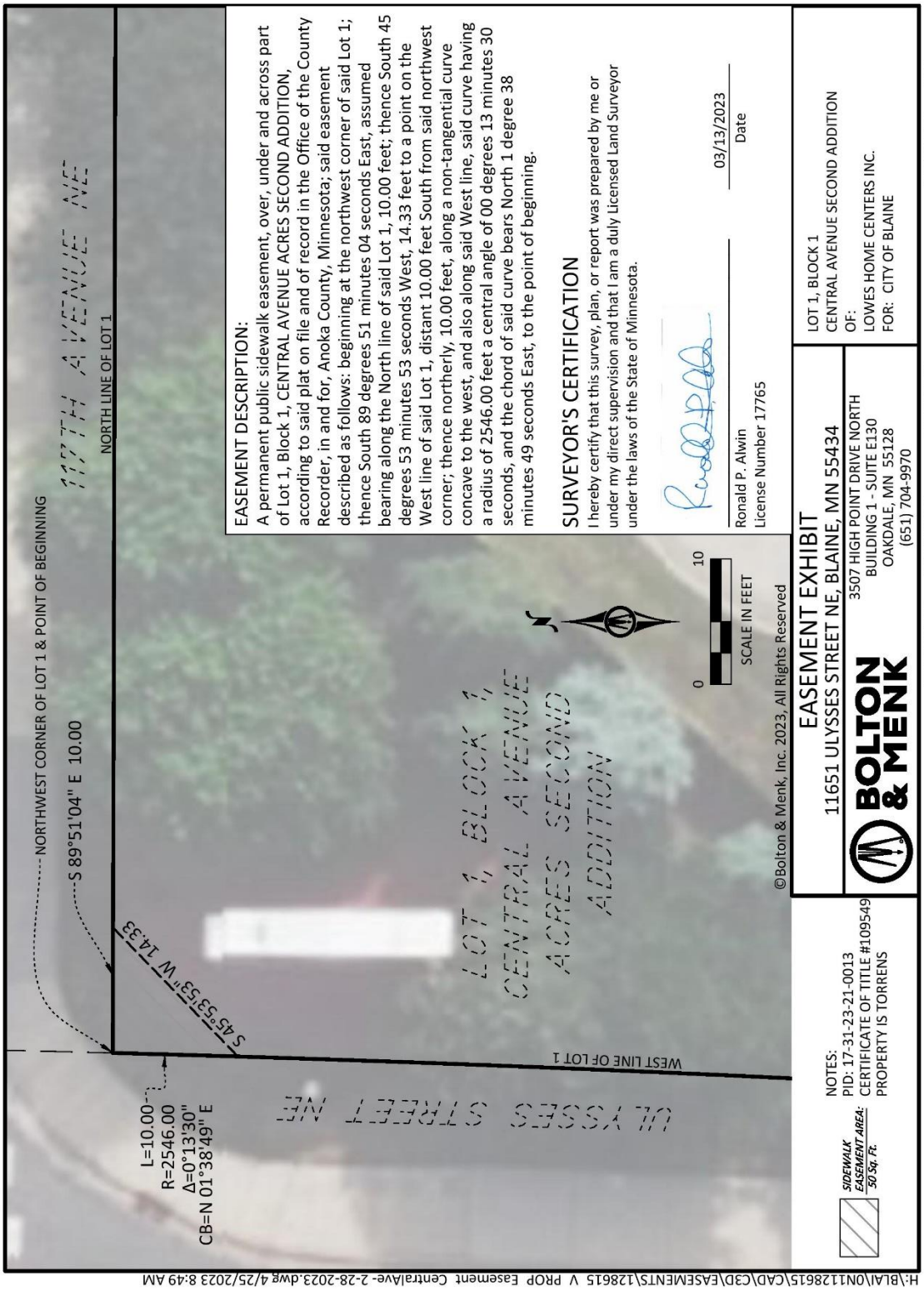
PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of the fee simple interest of the subject property, both before and after a partial acquisition of a permanent sidewalk easement for the Ulysses Street NE and 117th Avenue NE intersection project in Blaine. However, given that the proposed easement only affects a portion of the boulevard area adjacent to the Ulysses Street NE and 117th Avenue NE intersection, only the land and affected site improvements, if any, are appraised. Project exhibits are located on the following pages.

PROJECT LAYOUT



PARCEL SKETCH



COMPETENCY OF APPRAISERS

Nathan A. Wareham and Jason L. Messner, MAI, CRE have both the knowledge and experience to complete this appraisal assignment competently and in compliance with USPAP. Refer to the Appraisers' Qualifications in the Addenda of this report for further details.

PROPERTY RIGHTS APPRAISED

The subject property is appraised by estimating the market value of the fee simple interest of the real estate, subject to existing easements. For use in this appraisal, the fee simple interest in the real estate is subject to the following definition obtained on Page 73 of *The Dictionary of Real Estate Appraisal*, Seventh Edition, Appraisal Institute.

> *Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.*

MARKET VALUE DEFINED

Market value as utilized in this appraisal report conforms to the following definition obtained from Page 118 of *The Dictionary of Real Estate Appraisal*, Seventh Edition, Appraisal Institute.

> *The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:*
>
> - *Buyer and seller are typically motivated;*
> - *Both parties are well informed or well advised, and acting in what they consider their best interests;*
> - *A reasonable time is allowed for exposure in the open market;*
> - *Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*

- *The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.*

Unless otherwise noted in the appraisal report, market value shall represent cash equivalent terms where the seller receives all cash for their interest. The property may be financed at typical market terms under this definition.

The above definition describes market value as an exchange concept. According to *The Dictionary of Real Estate Appraisal*, Seventh Edition, Appraisal Institute, on Page 200, value in exchange is defined as "a type of value that reflects the amount that can be obtained for an asset if exchanged between parties."

SCOPE OF WORK

This appraisal report is intended to comply with the Uniform Standards of Professional Appraisal Practice (USPAP) and the Minnesota Department of Transportation Right-of-Way Manual. The data and analyses contained in this report and the appraiser's files provide the basis for the value conclusions.

Summary of Appraisal Methodology

The function and intended use of this report is to provide valuation guidance for the possible acquisition of a portion of the subject property for a permanent sidewalk easement. In this analysis, the following data and concepts pertaining to the subject property have been examined.

In completing this assignment, we followed the general procedures outlined below:

1. Nathan A. Wareham and Jason L. Messner conducted an exterior inspection of the subject property on May 31, 2023.

2. An analysis and description of the market forces in the Twin Cities metropolitan area, region as a whole, and a description of the city of Blaine are retained in the appraisers' work file. A description of the neighborhood is based on aerial imagery and a physical inspection of the area.

3. The property analysis is based on the above-referenced physical inspection of the property, along with information from city and county public records. Information

regarding the extent of the acquisition, including a parcel sketch/right-of-way exhibit, was provided by the client.

4. The highest and best use of the subject property, both in the before and after conditions, is analyzed using the data compiled in the afore-mentioned steps, as well as the results of the valuation approach discussed in the following paragraph.

5. The appraisal task is to identify the market influence of a permanent sidewalk easement across the northwest corner of the subject property.

   Specifically, the problem includes ascertaining the diminution in value, if any, directly related to the acquisition. The accepted method of analysis is a comparison of the property under two scenarios. The first scenario values the property in its as is condition as of the date of appraisal. The second scenario values the property, assuming a hypothetical condition that the acquisition has occurred. This is a logical approach to the problem and most closely represents actual market events.

   The proposed permanent easement is necessary for reconstructing the intersection of 117th Avenue NE and Ulysses Street NE in Blaine.

   Pertinent market data was collected and analyzed in order to develop the valuation approach. Much of this market data was obtained through a search of the REDI Comps database and the Anoka County Assessors' Office. Also, our research includes discussions with city officials, real estate brokers/investors involved in sales transactions, etc.

6. The final estimates of market value for the before and after conditions are reconciled after analyzing the results of the sales comparison approach to land value. The after value is then deducted from the before value. Compensation for affected site improvements, if any, are then added to the indicated damages to conclude to an estimate of damages due the owner of the subject property for the acquisition.

7. Title work has been provided to the appraisers and is retained in their file. It is also noted that hypothetical conditions or extraordinary assumptions, if any, relied upon in this analysis may affect the assignment results.

From the above data and concepts, we have made the following analyses:

Highest and Best Use of the Subject Property

Application of Appropriate Approaches to Value for the Property – The sales comparison approach is completed, and is necessary for credible results, given the property characteristics and type of value sought. The cost and income approaches are not considered applicable to arrive at credible results, and are not completed in this analysis.

Correlation of the approaches and their indications of market value to form a Final Estimate of Value

NOTE: In valuing real property for determining compensation resulting from a proposed partial acquisition, it is recognized that the difference in value between the before and after values is attributable to the influence of the acquisition, and constitutes damages. Any diminution in value, or damages, includes the loss of property rights resulting from the acquisition and any potential severance to the remainder that may be attributable to the partial acquisition.

BEFORE AND AFTER VALUATION

This appraisal is being conducted in order to estimate damages caused to the real property from the proposed acquisition of a permanent sidewalk easement. The accepted method for measuring damages that result because of a partial acquisition is as follows:

1. Value the property as it exists before the acquisition, disregarding project influence.
2. Value the property as it will exist after the acquisition, disregarding any potential special benefit or value enhancement resulting from the project.
3. The difference is the damage caused by the acquisition (recommended compensation).

In the Before Value section of this report, the value of the subject property is estimated as it exists in the before condition. The acquisition and the remainder parcel is described, and then the remainder is appraised in the After Value section of this report. The after value is then deducted from the before value in order to conclude to recommended damages due the owner of the subject property for the acquisition.

ASSUMPTIONS

Given that this appraisal has been prepared in advance of the proposed project, the following assumptions have been made related to planned construction activity.

1. No structural damage will occur to the building improvements as a result of the project.

2. Continuous and suitable access will be maintained to the subject during construction of the project.

3. Construction related to the project will be confined to the easement boundaries or existing right-of-way and not encroach or affect other on-site activities.

4. Any disturbed lawn or sidewalk areas will be restored as part of the project.

5. Any disturbed utilities will be repaired or replaced by the project.

6. If any sprinkler systems are impacted by the project, the irrigation will be reconfigured/repaired by the City of Blaine, or the owner will be separately compensated as a direct cost reimbursement.

7. It is the appraisers' understanding that damages for any construction related interference are only compensable to the extent such damages arise from work performed on the subject property or on the part taken from the subject property.

PART II: BEFORE ACQUISITION – DATA, ANALYSIS AND CONCLUSIONS

REGIONAL AND CITY DATA

Location

The subject property is located in the city of Blaine, Minnesota. The city of Blaine is mainly in Anoka County; however, a small portion of the city is located in Ramsey County. Blaine is an outer lying suburb of the Minneapolis/St. Paul metropolitan area. The Minneapolis/St. Paul Metropolitan Area is situated in the north central portion of the United States, approximately 275 miles south of the U.S./Canadian Border and 400 miles northwest of Chicago, Illinois.

Commonly referred to as the "Twin Cities," the Minneapolis/St. Paul metropolitan area is located in the southeastern region of the State of Minnesota at the confluence of the Mississippi and Minnesota Rivers. The Minneapolis/Saint Paul metropolitan area is situated at the crossroads of Interstate 94 (east/west) and Interstate 35 (north/south) and is served by a major international airport. The Metropolitan Council defines the Minneapolis-St. Paul metropolitan area to include seven counties: Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington Counties in Minnesota. Anoka County borders Isanti County to the north, Chisago County to the northeast, Washington County to the east, Ramsey and Hennepin Counties to the south, and Sherburne County to the northwest.

Population

The Metropolitan Council reports the following population estimates for 2021:

- Blaine: 70,979
- Anoka County: 366,888
- Ramsey County: 553,229
- Twin Cities Region (7-county): 3,186,349

In addition, the Metropolitan Council reports the following population trends for the city of Blaine, Anoka County, Ramsey County and the Seven-County Metropolitan Area. The trends are based upon data compiled by the U.S. Census Bureau.

Population Trends								
	2000 Census	2010 Census	2020 Census	2021 Estimate	2030 Forecast	2040 Forecast	% Change 2010-2020	Forcecasted % Change 2020-2040
Blaine	45,014	57,186	70,222	70,979	76,700	87,300	27.04%	24.32%
Anoka County	298,084	330,844	363,887	366,888	402,730	443,470	10.99%	21.87%
Ramsey County	511,035	508,640	552,325	553,229	580,010	603,240	-0.47%	9.22%
Seven County Metropolitan Area	2,642,062	2,849,567	3,163,104	3,186,349	3,451,000	3,653,000	7.85%	15.49%
Source: Metropolitan Council and US Census Bureau								

The population data shows that the city of Blaine realized major growth between 2010 and 2020, and is also projected to realize substantial growth between 2020 and 2040. This population increase will be accompanied by growth in new households. Further, as an outer lying suburb of the Twin Cities, Blaine has sufficient undeveloped land to accommodate growth and economic development through new development opportunities, as well as, through redevelopment opportunities that allow for new or denser configurations of housing.

Households

The Metropolitan Council also reports the following household estimates for 2021:

- Blaine: 25,489
- Anoka County: 135,371
- Ramsey County: 219,666
- Twin Cities Region (7-county): 1,254,804

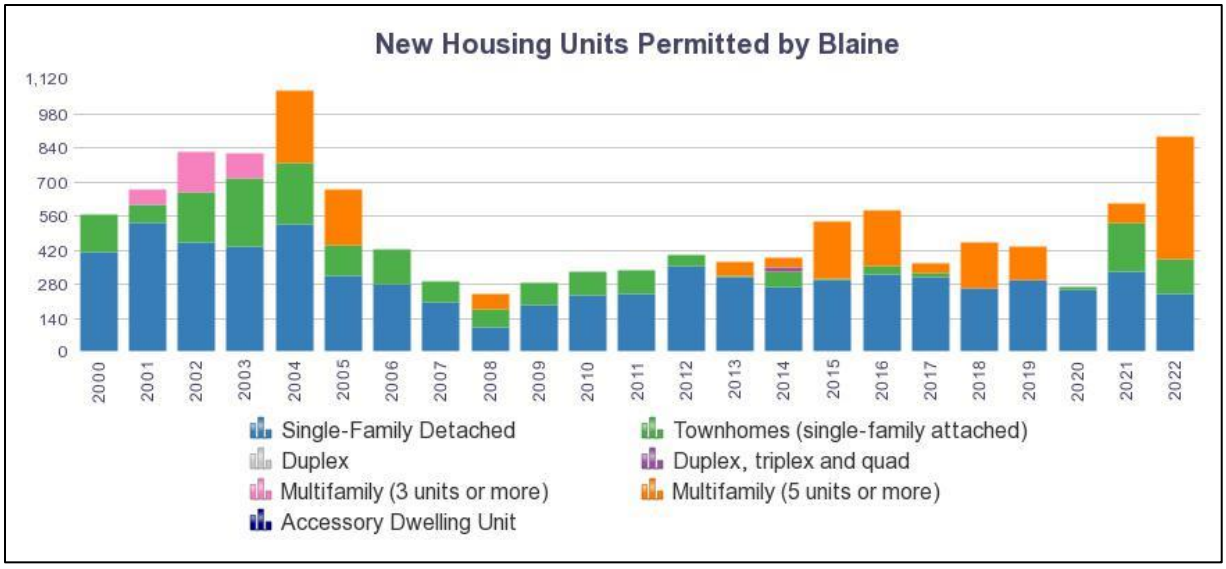
In addition, the Metropolitan Council reports the following population trends for the city of Blaine, Anoka County, Ramsey County and the Seven-County Metropolitan Area. The trends are based upon data compiled by the U.S. Census Bureau.

Household Trends								
	2000 Census	2010 Census	2020 Census	2021 Estimate	2030 Forecast	2040 Forecast	% Change 2010-2020	Forcecasted % Change 2020-2040
Blaine	15,926	21,077	25,172	25,489	29,200	33,300	32.34%	32.29%
Anoka County	106,428	112,227	133,879	135,371	153,770	170,610	5.45%	27.44%
Ramsey County	201,236	202,691	218,077	219,666	237,910	248,150	0.72%	13.79%
Seven County Metropolitan Area	1,021,456	1,117,749	1,239,526	1,254,804	1,351,000	1,447,000	9.43%	16.74%
Source: Metropolitan Council and US Census Bureau								

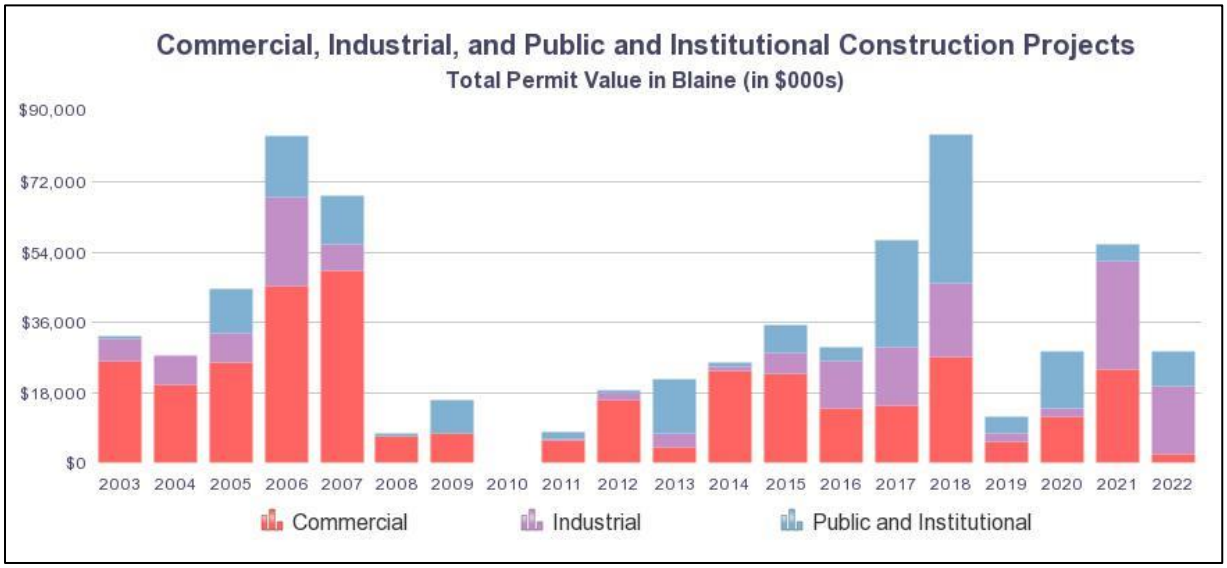
Similar to population, the number of households is expected to experience growth in the region. Growth in the county is also expected to continue at a steady pace. As previously discussed, the city of Blaine has experienced strong growth since 2000. Based on forecasts from the Metropolitan Council, the city is expected to experience continued growth for the foreseeable future.

Construction Activity

Residential construction in Blaine peaked in 2000-2004, then declined from 2005 to 2008. Single-family detached construction activity began to rise in 2009 from the historically low level in 2008 and has continued to show overall stability. With so much undeveloped land in the city of Blaine, it is no surprise that single-family residential construction greatly outpaced townhome and multi-family construction for most of the time between 2008 and 2021. However, multifamily construction outpaced single-family construction in 2022 and also saw elevated levels in 2015, 2016, 2018, and 2019.



As shown on the following graph, industrial development has also outpaced commercial development in Blaine the last two years; however, commercial development was stronger from 2012 through 2019.



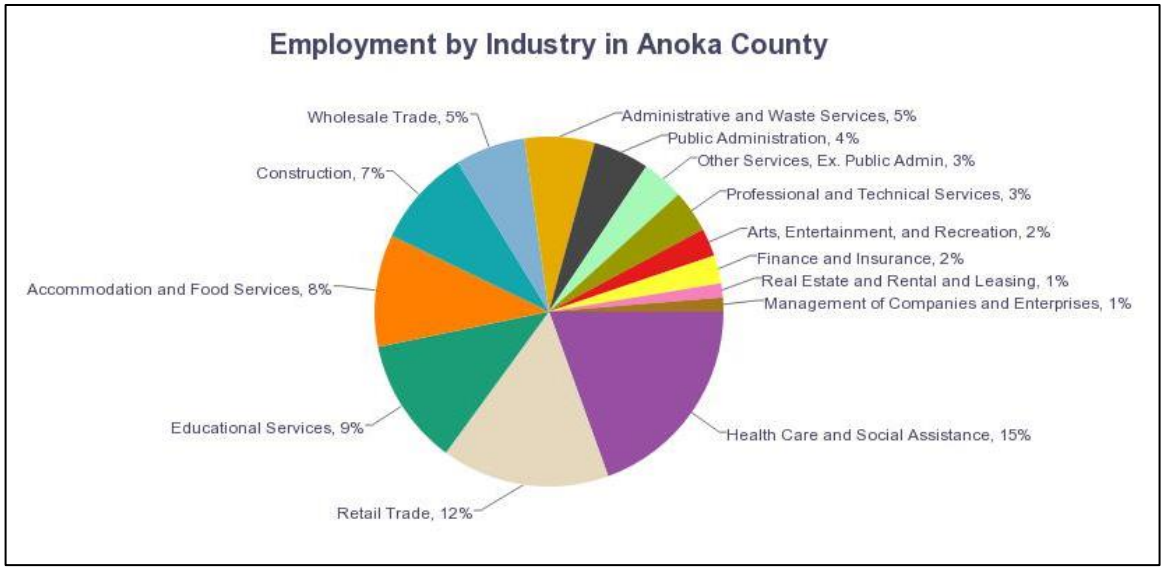
As shown by the following data table, the largest positive change in land use was the parks and recreational category, which increased 10.66% between 2016 and 2020, which was followed by institutional (9.39%). The residential, commercial, and industrial land use categories all experienced similar levels of change between 2016 and 2020.

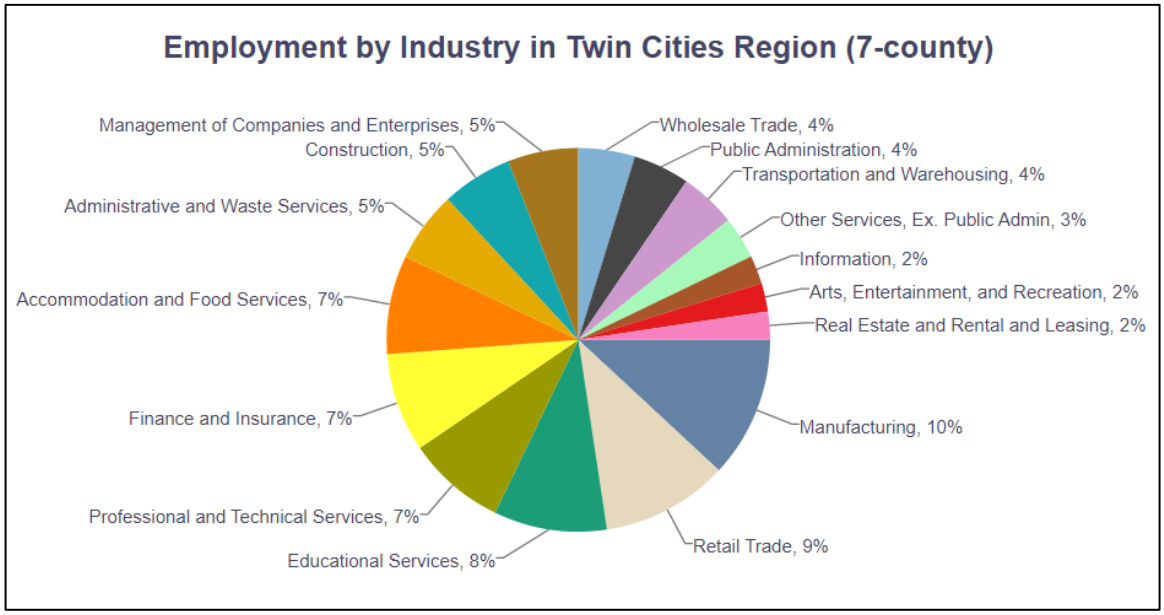
Generalized Land Use in Blaine

Land Use	Year			
	2016		2020	
	Acres	Change	Acres	Change
Residential Total	**7,997**	**N/A**	**8,494**	**6.21%**
Single Family Detached	7,111	N/A	7,538	6.01%
Multifamily	886	N/A	957	7.97%
Commercial Total	**1,009**	**N/A**	**1,063**	**5.35%**
Retail and Other Commercial	908	N/A	946	4.18%
Office	101	N/A	117	15.51%
Industrial Total	**1,030**	**N/A**	**1,086**	**5.44%**
Industrial and Utility	1,030	N/A	1,086	5.41%
Institutional Total	**511**	**N/A**	**559**	**9.39%**
Park and Recreational	**2,345**	**N/A**	**2,595**	**10.66%**
Park, Recreational or Preserve	1,844	N/A	2,094	13.57%
Golf Course	502	N/A	501	-0.14%
Mixed Use Total	**57**	**N/A**	**57**	**0.00%**
Mixed Use Residential	1	N/A	1	0.00%
Mixed Use Industrial	30	N/A	30	0.00%
Mixed Use Commercial and Other	27	N/A	27	0.00%
Major Roadways	**805**	**N/A**	**805**	**0.00%**
Airport	**791**	**N/A**	**792**	**0.13%**
Agricultural and Undeveloped Total	**6,773**	**N/A**	**5,863**	**-13.44%**
Agriculture	496	N/A	392	-20.92%
Undeveloped Land	6,277	N/A	5,471	-12.85%
Open Water	**464**	**N/A**	**468**	**0.86%**
Total	**21,782**	**N/A**	**21,782**	**0.00%**

Employment

Anoka County and the region have a well-diversified workforce. The following pie charts illustrate the region's employment base in 2021, and reflect that it is not overly dependent on one or two industries for employment.



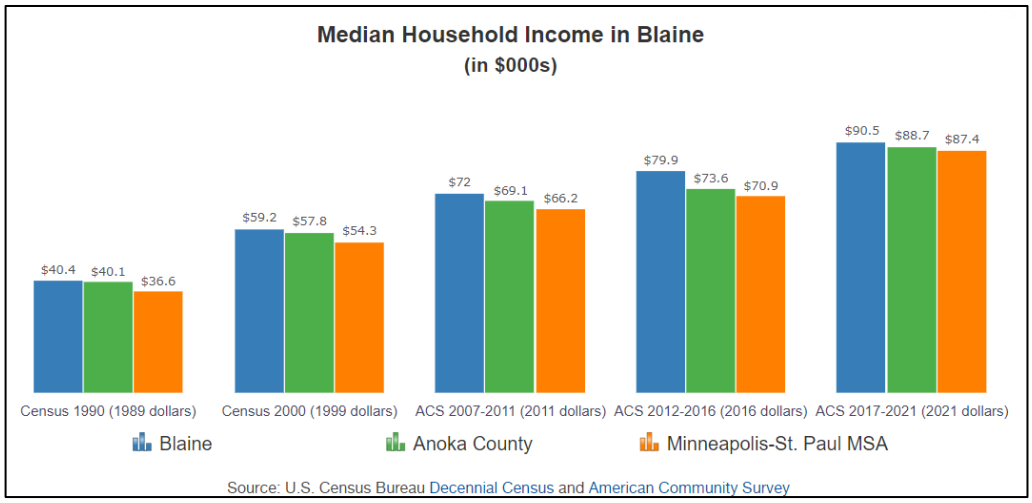


The following table illustrates the unemployment rates in Blaine, Anoka, County, the Seven Count Metropolitan Area, Minnesota, and the United States.

Unemployment Rate (Not Seasonally Adjusted)									
	2000	2010	2016	2017	2018	2019	2020	2021	2022
Blaine	2.6%	7.5%	3.4%	3.1%	2.7%	3.0%	6.1%	3.2%	2.5%
Anoka County	2.7%	8.0%	3.7%	3.4%	3.0%	3.3%	6.5%	3.4%	2.6%
Seven County Metropolitan Area	2.7%	7.2%	3.4%	3.1%	2.8%	3.2%	6.5%	3.4%	2.5%
Minnesota	3.2%	7.4%	3.9%	3.5%	3.0%	3.3%	6.3%	3.8%	2.7%
United States	4.0%	9.6%	4.9%	4.4%	3.9%	3.7%	8.1%	5.3%	3.6%
Source: Minnesota Dpartment of Employment and Economic Development									

Income

While the Twin Cities enjoys a diversified economic base, income levels in the region are generally higher than the nation as a whole. The following chart illustrates median income of Anoka County and Blaine compared to the Twin Cities MSA, and demonstrates that income in the subject's community is stronger than the region.



Transportation

The Minneapolis/St. Paul metropolitan area is easily accessible due to the following major highways serving the Twin Cities.

- Interstate 35 - A major north/south highway, which connects with Duluth, Minnesota to the north and Kansas City, Missouri to the south. In the metro area, I-35 splits with I-35W passing through Minneapolis, while I-35E passes through St. Paul.

- Interstate 94 - A major east/west highway that connects with Milwaukee, Wisconsin/Chicago, Illinois to the east, and Fargo, North Dakota to the west.
- Interstate 494/694 - A major freeway, which loops around the periphery of the Twin Cities.
- U.S. Highway 169 - A north/south route serving the western suburbs.
- U.S. Highway 212 - An east/west route serving the southwestern suburbs.
- U.S. Highway 12/ Interstate 394 - An east/west route, which connects downtown Minneapolis with the western suburbs.
- U.S. Highway 61 - A north/south route serving the eastern suburbs.
- U.S. Highway 10 - A diagonal route extending from Wisconsin to Fargo, North Dakota; it passes through St. Paul and Anoka County.

Other major highways serving the Twin Cities area include State Highway 100, State Highway 77 (Cedar Avenue), Crosstown Highway 62, Lafayette Freeway, and U.S. Highway 52/55.

Minneapolis-Saint Paul International airport, also known as MSP airport, is located less than 10 miles south of downtown Minneapolis and less than 10 miles southwest of downtown Saint Paul. The airport has four runways and two terminal buildings – Terminal 1 and Terminal 2 – each with adjoining parking ramp facilities. The airport serves 163 markets with non-stop service, including 136 domestic and 27 international markets. MSP is the 16th busiest airport in the United States for passengers and 17th for aircraft operations. It is a base for hometown carrier Sun Country Airlines and is Delta Air Lines' second largest hub. MSP transports a total of 31.2 million passengers every year and has a total of 131 gates for arrivals and departures. MSP earned the ASQ award for best airport in North America for the 25-40 million passenger category in 2021 and 2022. The Twin Cities has six reliever airports that support personal, recreational, and business aviation users. The reliver airports are Flying Cloud Airport (Eden Prairie), Crystal Airport, St. Paul Downtown Airport, Anoka County-Blaine Airport, Airlake Airport (Lakeville), and Lake Elmo Airport.

Railroads serving the Twin Cities include Burlington Northern Santa Fe, Union Pacific, Canadian Pacific/Soo Line Railway Company and Amtrak. Also, about 100 trucking firms serve the metropolitan area, making it one of the largest distribution centers in the nation.

Additionally, Blaine is served by Metro Transit's largest Park & Ride, which is located along 95th Avenue and I-35 and has nearly 1,500 parking spaces. Routes served include #250 to downtown Minneapolis, route #252 to the University of Minnesota, and route #262 to downtown St. Paul. Additionally, the Northstar commuter rail connects several northwest suburbs of the Twin Cities to downtown Minneapolis. The nearest station stops to Blaine are Anoka, Coon Rapids – Riverdale, and Fridley.

Utilities

The Minneapolis/St. Paul area, as well as Blaine, is served by municipal water and sewer systems, electricity, telephone service and natural gas. Sewage disposal is regulated by the Metropolitan Waste Control Commission.

The Metropolitan Council controls sewer availability by restricting the area that it will serve. The area served is called the Metropolitan Urban Service Area (MUSA). Through its control of municipal sewer, the Metropolitan Council has been able to direct urban development.

Industry and Economic Climates

Minnesota is home to 15 companies listed on the 2023 Fortune 500 list, as well as privately held firms such as Cargill who is listed #1 on the Forbes 500 list. Large insurance companies based in the Twin Cities include UnitedHealth Group, Thrivent Financial, and the Securian Financial Group Companies. Additionally, the Twin Cities includes the corporate headquarters of US Bank and the regional headquarters of Wells Fargo, two of the largest commercial bank holding companies. Furthermore, Target Corporation, 3M, Best Buy, General Mills and Ecolab are headquartered in the Twin Cities. In addition, the U.S. Government's Ninth Federal Reserve Bank is located in Minneapolis.

Enhanced by the vast and rich agricultural region surrounding the Twin Cities, long-term analysis of economic and demographic data reveals a trend of general growth and stability of the area's well-diversified economy. However, despite the region's virtues, it was not isolated from the national and global economic events that occurred in 2008 and 2009,

which sent the nation into a deep recession. Furthermore, while the national and regional economies experienced significant improvements since 2013, due to the COVID-19 pandemic, high unemployment rates and various events which occurred in the first half of 2020 created economic and business uncertainties that have permeated all aspects of the real estate market. However, unemployment rates and the economy in Minnesota have experienced significant improvements since that time.

As part of the valuation process, an analysis of the market affecting the subject property is conducted. This analysis helps lead to conclusions concerning the marketability and/or income potential of the subject property. In this context, a review of the general metropolitan area market is presented. The information in this market analysis was obtained from various Minneapolis/St. Paul commercial real estate and real estate brokerage publications, such as but not limited to: Cushman & Wakefield, Colliers, CBRE, Newmark, YardiMatrix, Marcus & Millichap, STR, Business Journal, and Finance and Commerce, as well as the Metropolitan Council.

Land

- There is continued strong demand for industrial land, as suburban cities have become more amenable to new projects like bulk distribution centers, meanwhile the likelihood of attracting office development is low. Also, infrastructure projects, including sewer and water extensions and new freeway interchanges, have driven up land prices in certain new industrial zoned/guided areas.
- Industrial users are seeking larger sites that feature convenient access to transportation corridors to accommodate the rapidly increasing space requirements of e-commerce and fulfillment business, and strategically located sites in second-ring suburbs that have access to the interstate system, municipal utilities and workforce population are pushing industrial land pricing up.
- Competition has intensified for contiguous 40-acre parcels that could accommodate multiple buildings ranging upward of 300,000 to 500,000 SF. Large-scale activity includes a 417,000 SF Home Depot distribution center and a 548,000 SF FedEx facility in Rosemount. NorthPoint Development has broken ground on a 3.4 million SF development located on almost 253 acres of land in Cottage Grove.
- Multi-family land continues to experience an availability shortage in the first and second ring suburbs. Developers are turning to redevelopment of non-functional office, retail, and industrial assets closer to the urban core while staking out land positions in more outlying suburban areas.
- Luxury market-rate apartments are continuing to be developed in affluent suburbs, where rents have exceeded expectations. Still, demand is strong for sites that are

within walking distance of popular amenities such as grocery stores or proximate to transit routes.

- Homebuilders continue to seek sites located in suburban cities that have well-regarded public schools. Residential subdivision developments are evolving to include a mix of housing types, price ranges and lot widths. Developers are also focused on constructing townhome products that cater to first-time homebuyers.
- Commercial land demand is primarily coming from individual users that are immune from online shopping. These users include banks, gas stations, grocery stores, and drive-thru quick serve restaurant concepts.
- Demand for office and hospitality land is on hold due to the pandemic raising fundamental questions that are still to be answered in the long-term. Furthermore, vacancy rates for hotels continue to exceed the national average and indicate a lower demand for hotel land.

Retail

- The Twin Cities area is experiencing significant growth in the retail sector due to its robust wage growth, tight labor market, and apartment affordability. Despite concerns about inflation, the Twin Cities continue to see tenant expansion in the retail sector.
- Due to tight fundamentals, the Twin Cities have an annual rent growth of 3%, which is significantly higher than the historical average of 0.3%.
- The suburban retail market in Minneapolis-St. Paul is outperforming its urban counterpart due to the rise of remote jobs. Submarkets such as Apple Valley/ Lakeville, Burnsville, Coon Rapids, Eagan, Maple Grove, and Woodbury are seeing significant demand for retail such as banking, large discount stores, and homegrown tenants. Additionally, active concepts for smaller spaces include coffee and quick-service restaurants such as Caribou Coffee, Chipotle, Crisp & Green, Shake Shack, Starbucks, and Sweetgreen.
- The Twin Cities area is predicted to remain relatively balanced for the foreseeable future due to its positive demand growth, despite trailing the national average of market asking rents and having low net deliveries. Annual net absorption for 2022 was about 302,000 SF, which is a six-year high in the metropolitan area.
- The Twin Cities saw low numbers of 780,000 SF in gross deliveries in 2022, and an all-time low in gross deliveries is anticipated for 2023. New construction is primarily focused on mixed-use projects to draw foot traffic. Reimagining strip centers and housing anchored properties are vital to success in looking ahead to the future of the retail market.
- The Twin Cities area is experiencing its highest deal volume recorded in more than 15 years, with fourth quarter sales volumes in 2022 recorded approximately 50 percent higher than the five-year pre-pandemic average. The suburbs in Twin Cities accounted for over 95 percent of total sales volume.

Multi-Family

- The multi-family residential market remains hot and there is still demand for rental units; however, getting construction started on new multi-family projects is the most difficult part of the process.
- Multi-family projects are risky endeavors with rising interest rates, construction costs, and a tight labor market. Even so, construction costs are starting to level off or decline.
- Some developers are moving away from micro units and studios as people spend more time at home. Also, common areas are being designed with the remote worker in mind.
- Investors' appetite for Twin Cities multi-family assets held steady in 2022, hitting $1.4 billion through November with investor interest almost fairly split between quality segments. This is slightly below the $1.8 billion transacted in 2021.
- The average per-unit sale price in the Twin Cities topped $200,000 for the first time at $206,936, which is a 21.4% increase from 2021. Meanwhile, the U.S. average hit $215,443, accounting for a 12.0% increase.
- Although some developers pulled out of the market in response to the rent stabilization laws passed in St. Paul in 2021, overall construction activity increased in 2022.
- Developers delivered 14,391 multi-family units in 2022, of which 10,993 units were market-rate and 3,398 units were rent-restricted, resulting in an 11%, 3%, and 46% increase from 2021, respectively. Furthermore, among market-rate products, general-occupancy units hit a new peak with 9,979 units placed in service, while senior housing delivered just over 1,000 units.
- In 2022, first-ring suburbs account for the majority of the multi-family development with more than 3,700 units constructed and senior housing continued to be concentrated in the suburbs at 1,551 units constructed.
- Although Colliers estimated 2023 multi-family production in the Twin Cities to be below that of 2022, the total constructed units is still expected to exceed 13,000 units, at approximately 14,600 units. Furthermore, all multi-family categories are expected to realize lower production rates as compared to the previous year, with the exception of market rate senior rentals.
- The largest multi-family project underway, as of November 2022, was The Fred, a 408-unit development in Edina. Solhem Cos. began work on the project in May 2022, using a $79.6 million construction loan from Associated Bank. Completion is scheduled for May 2025.
- The Twin Cities average rent in 2022 through November was $1,469, which is slightly below the U.S. average of $1,719. Although rent growth in the Twin Cities was relatively flat on a trailing three-month basis through November 2022, apartment rents are forecasted to increase 3.1% in 2023 and 4.1% in 2024, exceeding those in 2022 and 2021.
- Metro-wide vacancy rates for stabilized units remained under 4.5% in 2022.

- Many renters are seeking larger units in more spacious communities. Remote and hybrid work schedules are making commute time less of a factor for renters.
- Many investors are looking towards the suburbs, where apartment metrics have been improving, and household formation increases.
- Upper-tier apartments have benefitted from the strong single-family housing market, as Minneapolis-St. Paul's median home price has continued to increase year-over-year, and apartments are an appealing alternative.
- Construction of the light rail line in the southwest metro area has continued to spark new multi-family development/re-development projects in St. Louis Park, Hopkins, Minnetonka, and Eden Prairie that are in various stages of the planning and development phases.
- Developers have continued to face the challenges of material cost increase, supply chain delays, a shortage of skilled labor, and increasing borrowing rates. Nonetheless, multi-family development has remained resilient and is anticipated to continue in 2023.

Industrial

- Industrial demand in the Twin Cities metro area remains strong, leading to a five-year low vacancy and driving rent growth. Colliers reports that the metro-wide vacancy rate is 2.9%.
- The construction pipeline is disrupted due to economic conditions and cannot keep pace with the continued tenant demand. Less speculative development is occurring in the industrial market in Q1 2023, which can have an upward pressure on rents for existing inventory. This is a change from two years ago when many projects were built on faith.
- Even so, Colliers reports that there is about 7 million square feet of industrial space under construction, which is about a 50% increase from a year ago. Large projects are underway in Maple Grove, Brooklyn Park, Woodbury, Lake Elmo, and Cottage Grove.
- Listed rental rates for warehouse-distribution spaces are around $7.36 per square foot, up about 24% from last year. Alternatively, competitive space and new construction are running closer to $8.00 per SF. Some brokers are also seeing up to 5% annual increases on existing leases.
- Select developers are still moving ahead on projects despite higher interest rates and cap rates, which require higher rents to make it work. Furthermore, some lenders who have office loans on their books are more hesitant to put money into the market amid the current office sector challenges.
- The demand for industrial space in the Twin Cities region still exceeds supply, and experts expect the industrial market to withstand the challenges posed by the higher interest rates and uncertain economic environment.

- While higher interest rates have slowed the sales of industrial buildings, they have not yet impacted leasing activity. Consumer and business demand for fast delivery has led to sustained tenant demand for industrial space. Tenants are still seeking last-mile space and these sites are becoming harder to find.
- The amount of new industrial construction has slowed, and investors have become cautious due to uncertainty in the market. Obtaining financing for all commercial real estate deals has become more difficult and expensive, and sellers are holding onto their industrial assets, waiting for the right sales price before closing deals. In terms of improved properties for sale, one broker estimates that there is only 1/10th of what was on the market two years ago.

Hotel

- Although the Twin Cities hotel market was negatively impacted by the pandemic, the Minneapolis-St. Paul market over the past several months has experienced occupancy improvement vs. 2022.
- The overall February 2023 occupancy rate in Minnesota was 46%, which is 2.7% greater than the February 2022 occupancy rate, but well below the national average of 60%.
- STR reports that the local markets with the highest February 2023 occupancy were Bloomington (56.7%) and Rochester (51.1%). The Minneapolis occupancy came in at 33.6%.
- STR reports that Minnesota's statewide February 2023 Revenue per Available Room (RevPAR), was $53.14 with a year-over-year increase of around 14%.
- Transportation Security Administration (TSA) data showed the Q1 2023 travel volume (6,338,563 people) increased to near pre-pandemic levels last seen in 2019 (Q1 2019: 6,319,469 people)
- The hotel market continues to experience competition from Airbnb and other short-term rental options. Short-term rentals have achieved higher RevPAR and occupancy levels compared to hotels.
- In 2022, six new hotels opened in five buildings in downtown Minneapolis. However, this was primarily due to the fact that planning for new hotels began before the pandemic. Furthermore, downtown Minneapolis hotels remain two-thirds empty as of the beginning of 2023.
- Hotel sales activity in the Twin Cities rebounded in 2021 and 2022; however, many of the top sales in Minneapolis-St. Paul were sold at bargain prices. The top deal of 2022, the $30.7 million sale of Hotel Ivy in downtown Minneapolis, is barely half the price of the $60.55 million sale of Marquette Hotel. It is also noted that the 2021 sale of Marquette Hotel is nearly $14 million less than the sale price in 2016. Additional hotel sales are the La Quinta Inn & Suites by Wyndham Minneapolis Bloomington for $14.25 million, the Best Western Plus Bloomington Mall of American for $13.2 million and the Quarterdeck Resort in Nisswa for $11

million. Furthermore, the Hilton Minneapolis Hotel sold for $225 million in a foreclosure auction.

- Reportedly, the rebound in business is luring investors to strong hotel properties, even in outstate locations.
- There is uncertainty going forward as workforce challenges, inflation, COVID-related debt, and uneven conditions across sectors are lingering causes of concern.
- Overall, the Twin Cities are not a high leisure travel destination and primarily rely on business and conference guests. Furthermore, the corporate and business markets have rebounded slower than leisure, sports, and conventional travel. Even so, Minneapolis-St. Paul's hospitality and tourism industries continue to recover and are expected to return to or exceed pre-pandemic levels over the next few years.

Office

- At the national level, office demand suffered again in Q1 2023. Leasing activity declined 23% quarter-over-quarter, hitting levels seen during the height of the pandemic in mid-2020. Absorption was negative for the 11th quarter out of the past 12, and the national office vacancy rate increased by 60 basis points to 18.6%. Construction activity is being impacted by the higher cost of capital, lingering supply chain issues, labor costs and general doubt related to the office sector.
- The Minneapolis-St. Paul office market and submarkets feature a total supply of 120.2 million SF of office space with an overall vacancy rate of 16.3%.
- Office space vacancies in the Minneapolis-St. Paul office market are steadily rising as companies implement hybrid and remote work policies as a by-product of the COVID-19 pandemic.
- The Minneapolis-St. Paul office market recorded negative 398,086 SF of overall absorption, in Q1 2023. Despite elevated vacancy, gross asking rental rates increased slightly to $30.13/SF, which is justified by increased landlord concessions including tenant improvement allowances and free rent. Prime Class A office space will continue to have strong demand as tenants desire experience and quality. Class B and Class C properties will see lower levels of activity.
- The Class B office building vacancy rate has risen 6.38% quarter-over-quarter, contrasting both Class A and Class C. Class A vacancy rates have fallen 27 basis points, and Class C has decreased 130 basis points.
- In 1Q 2023, the highest vacancy rates are found in the Minneapolis CBD, I-394 Corridor, I-494 Corridor, and St. Paul CBD. Lower vacancy rates can be found in the Northwest, Midway, and Suburban St. Paul submarkets.
- In the Minneapolis market, Q1 leasing activity reached 824,811 sq. ft., 9% below the average leasing activity of the prior four quarters. The majority of leasing activity in Q1 was focused on Class A space with 451,127 sq. ft. of activity, representing 55% of total leasing velocity this quarter.

- Minneapolis sublease availability rose slightly to 3.8M sq. ft. in Q1 2023. This represented 18% of the total available space in the market and 5% of the net rentable area. Since Q1 2020, there has been 2.1M sq. ft. of sublease space added to the market as tenants have continued to navigate changes in workplace strategies and economic shifts.
- Investment sales in the Minneapolis office market had a volume totaling $109 million in Q1, a 45% decrease year-over-year. These Q1 sales were predominately led by suburban sales, with 74% of total sales volume.
- Strong suburban leasing activity is likely to continue, especially in the western and southwestern suburbs.
- The Minneapolis-St. Paul real estate market is looking toward adaptive reuse of office buildings, both into industrial and multi-family buildings. Key factors for conversion include floorplate, location, and price. Minneapolis's mayor has indicated government assistance may be available to convert obsolete office space into residential.
- Overall, a 3-to-5-year period of uncertainty is expected in the Minneapolis-St. Paul office market as the market navigates the future of office demand and a new equilibrium is found.

Investment and Capital Markets

- Some market participants think that interest rates may never drop to the levels seen in 2021 and 2022, which were largely a result of the pandemic and economic policy that focused on recovering from COVID-19. Investors do not necessarily need rates to fall back to a historic low, they just need to know where rates will settle.
- Investors hate uncertainty and there is nothing certain about today's economy. Three bank failures early in 2023 have added to this cautiousness.
- Retail capital markets' activity in 2022 surpassed the Twin Cities three-year pre-pandemic average by about 50 percent. It recorded is highest deal volume in more than 15 years at $1.8 billion in 2022, well above the five-year pandemic average of $390 million. The Twin Cities is ranked among the 15 highest cap rates for major markets nationally and the current retail cap rate of 7.1% exceeds the national average of 6.7%.
- The largest single-asset sale in more than three years was the ±380,000 SF Galleria shopping center in Edina, which was purchased by a local private buyer in March 2022 for $150 million ($394 per SF).
- In the industrial sector, Class A and B cap rates have shot up and sit just below the 6% mark, unless you can find a highly motivated one-off investor. 2023 is forecasted to be a year of outlier investors, as a significant amount of capital remains sidelined due to a tightening debt market. Cap rates are expected to bounce between the low to high 5% mark and a much higher portion of deals will close

off-market than typical. Even so, double digit year-over-year rent growth will keep values shifting upward despite cap rate volatility.

- Industrial development yields are likely to shift downward from 2022's high of ±7% to the mid to high 6% range.
- Industrial investment sales volume dropped 5% in 2022; however, this figure remains above the $2 billion mark.

Summary

In summary, prior to the COVID-19 pandemic, most markets were expected to experience continued demand and increased pricing. The Twin Cities had gained favor with international and national investors who are interested in bulk industrial, multi-family, core Class A office, and well positioned grocery-anchored retail centers. Sellers of top-quality assets in prime locations with predictable income streams, a strong tenant base and good credit were expected to see the most demand.

However, the COVID-19 pandemic affected the nation and created uncertainty for the U.S. economy. Remote working, telehealth, drive-through and curb-side pick-up became the new norm. Even so, Industrial investment remained in strong demand. Further, while urban core multi-family residential experienced a pause at the beginning of the pandemic, this submarket has rounded. Meanwhile, the suburban multi-family market has remained strong, and the single-family market also experienced strong demand, with limited for sale inventory. Conversely, demand for hotel and office properties remains lower, but upward trends are projected over the next few years. Overall, the impacts of the pandemic have improved significantly. Alternatively, with the more recent increases in interest rates, the short-term outlook for the Twin Cities metropolitan area remains cautiously optimistic.

NEIGHBORHOOD DATA

The subject is located along the west side of the Central Avenue (MN-65) corridor in Blaine. More specifically, the subject is located in the northeast quadrant of the Ulysses Street NE and the 117th Avenue NE intersection, which is currently not signalized, and a four way stop. The Central Avenue corridor is a north-south principal arterial and is the primary commercial node for the City of Blaine. Several large and small retailers are located along the roadway and some of the larger retailers include Menards, Kohl's, Target, Aldi, Walmart, and Lowe's. Ulysses Street serves as frontage/backage road for the west side

of MN-65 and property uses west of Ulysses Street are primarily residential. There are also several parks proximate to the subject including Hidden Pond Park, Happy Acres Park, Northwood Park, Jaycee Park, and the Blaine Baseball Complex.

The neighborhood is well located with Highway 65 to the east and Highway 10 to the south. Furthermore, Interstate 35 is approximately four miles to the southeast, which provides regional access to the Twin Cities metropolitan area and stretches all the way to Duluth, Minnesota to the north. The subject is located approximately three miles north of Fogerty Ice Area, which features two indoor ice rinks and a third sheet of ice dedicated for curling. Furthermore, the subject is less than two miles northwest of the National Sports Center, a 600-acre multi-sport complex in Blaine that features a soccer stadium, over 50 full-sized soccer fields, a golf course (Victory Links), a velodrome, a meeting and convention facility, and eight sheets of ice. The eight sheets are part of the Schwan Super Rink, which is the largest ice arena complex in the world. Other notable properties proximate to the subject include the Anoka County-Blaine Airport (Janes Field) and TPC Twin Cities, a private golf club. The airport is located east of the subject on the other side of MN-65 and TPC Twin Cities is about one mile southeast of the subject. TPC Twin Cities hosted the 3M Championship, a senior tour professional golf tournament, between 2001 and 2018, and since 2019, the course has hosted an annual PGA Tour event, the 3M Open.

The neighborhood is also served by all modern utilities, including municipal water and sanitary sewer. Public improvements include bituminous surfaced streets, concrete curb and gutter, concrete sidewalks, and an in-ground storm sewer system. In conclusion, the neighborhood is anticipated to remain viable into the future.

Neighborhood traffic volumes are summarized as follows.

Neighborhood Traffic Volumes (AADT)		
Roadway	**AADT**	**Year**
Central Avenue (T.H. 65)		
North of 117th Ave NE	37,525	2021
South of 117th Ave NE	45,500	2017
117th Avenue NE		
East of Ulysses Street NE	11,617	2021
West of Ulysses Street NE	4,395	2021
Ulysses Street NE		
North of 117th Ave NE	9,240	2021
South of 117th Ave NE	7,166	2021
113th Avenue NE		
West of Central Avenue	1,584	2021
Paul Parkway NE		
West of Central Avenue	4,100	2019

LOCATION AND LEGAL DESCRIPTION

Location: 11651 Ulysses Street NE
Blaine, Minnesota

Property Identification Number: 17-31-23-21-0013

Legal Description: The following land, situated in Anoka County, Minnesota

Lot 1, Block 1, and Outlot A, CENTRAL AVENUE ACRES SECOND ADDITION.

Subject to the easements for drainage and utility purposes only as shown on this plat, CENTRAL AVENUE ACRES SECOND ADDITION, filed as Document No. 488597.008 on August 9, 2006

Subject to the dedication to State of Minnesota right of access onto State Trunk Highway No. 65 as shown on the plat., CENTRAL AVENUE ACRES SECOND ADDITION, filed as Document No. 488597.008 on August 9, 2006.

TAXES AND ASSESSMENT DATA

The three most recent years of tax and assessment data for the subject property are summarized below. It is noted that the special assessments are for waste management fees.

TAX AND ASSESSMENT DATA

Property Identification No.	17-31-23-21-0013		
Market Value Summary	January 2, 2021	January 2, 2022	January 2, 2023
Land	$4,557,900	$3,963,400	$3,963,400
Improvements	$3,681,900	$4,127,500	$4,228,800
Total	$8,239,800	$8,090,900	$8,192,200
Real Estate Taxes Summary	Payable 2022	Payable 2023	Payable 2024
General Taxes	$248,253.98	$227,772.40	N/A
Special Assessments	$1,362.90	$1,362.90	N/A
Total	$249,616.88	$229,135.30	N/A
Effective Tax Rate	3.01%	2.82%	N/A
Analysis of Assessor's Market Value			
Year	2021	2022	2023
Land Area (SF)	565,844 SF	565,844 SF	565,844 SF
Land Value per SF	$8.06	$7.00	$7.00

ZONING

Zoning is administered by the City of Blaine. As depicted on the Blaine Zoning and 2040 Future Land Use Maps that follow, the subject is zoned PBD, Planned Business District and guided Community Commercial by the Blaine 2040 Comprehensive Plan.

PBD, Planned Business District

It is the intent of the Planned Business District to accomplish the following:

(a) To promote a planned environment for integrated industrial, office, commercial and multi-floor residential uses which feature design continuity. A development shall reflect a common theme using compatible architectural design and consistency in signage, landscaping, and lighting.

(b) To encourage orderly development of property through conditional uses, since proposed uses may be traditionally considered incompatible or may present special problems in an environment of mixed uses.

(c) To provide opportunity for greater flexibility in arranging land uses according to relative compatibility, convenience, and community needs.

(d) To encourage patterns of development in harmony with the objectives of the City's Comprehensive Plan.

(e) To encourage more attractive and enduring business neighborhoods.

(f) To encourage development compatible with the environmental values of the area and to preserve natural vegetation, wetlands, natural topography, and other such features of the District.

(g) To accommodate uses requiring access to major highways.

(h) To provide a uniform set of standards to be applied equally to all owners and developers in this District.

Uses are allowed by conditional use permit and must be compatible and complementary both internally and with adjacent land uses. These uses include but are not limited to the following:

- General retail
- Restaurants
- Medical offices
- Bank
- Hotel
- Fitness center

- Gasoline station
- Manufacturing
- Multifamily residential
- Research and development laboratories
- Churches
- Commercial childcare
- Corporate office/distribution/warehouse
- Motorcycle sales and maintenance
- Liquor stores

Bulk requirements for the Planned Business District are as follows:

Building Setbacks (minimum).

(1) Front Yard—Fifty (50) feet, or one-half (½) the total building height whichever is greater.

(2) Side Yard—Fifteen (15) feet, or one-half (½) the total building height, whichever is greater.

(3) Rear Yard—Twenty (20) feet, or one-half (½) the total building height, whichever is greater.

(4) All setbacks shall be determined from the planned Right-of-Way (ROW), as designated in the City, County or State Transportation Plan, and normally defined in the subdivision regulations.

Parking Lot Setbacks (minimum).

(1) Front Yard—Thirty (30) feet.

(2) Side Yard—Fifteen(15) feet.

(3) Rear Yard—Twenty (20) feet.

(4) All setbacks shall be determined from the planned Right-of-Way (ROW), as designated in the City, County or State Transportation Plan, and normally defined in the subdivision regulations.

Building Sizes (minimum).

(1) Industrial—Twelve thousand (12,000) square feet.

(2) Freestanding Commercial—Five thousand (5,000) square feet with the exception of freestanding restaurants which shall have a minimum building size of four thousand (4,000) square feet.

Building Height. There shall be no height limitations, provided all buildings are in compliance with Metropolitan Airport Commission regulations.

Open Space. The minimum area of permeable surface shall be thirty percent (30%) of the total project area. The Zoning Administrator may approve a modification to the requirement provided additional architectural or landscape enhancements are provided.

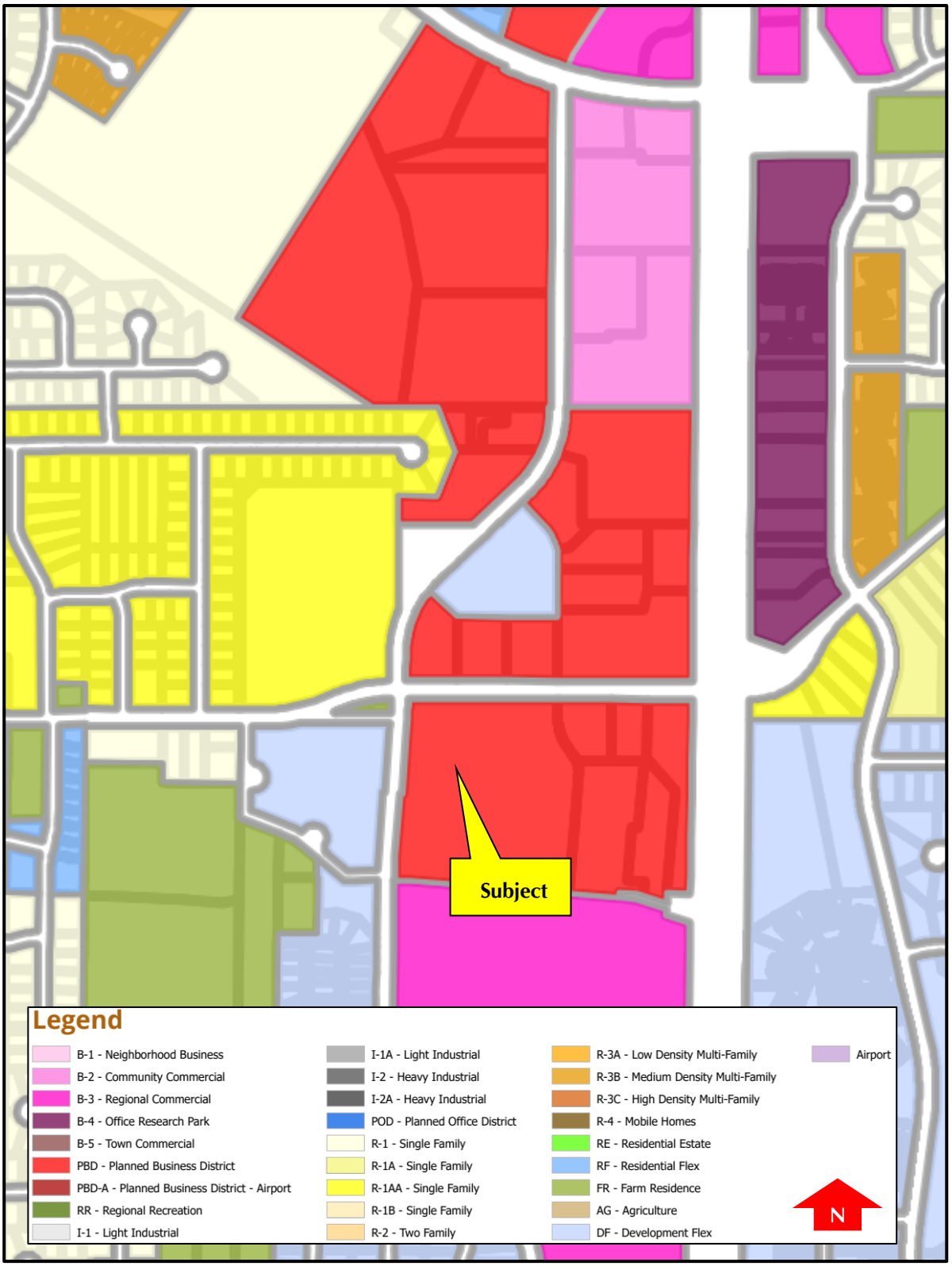
Guiding

According to the Blaine 2040 Comprehensive Plan, the description of the Community Commercial land use category is retailing and services that serve larger areas, from neighborhood to regional scale. Typical uses include big box retail, large free-standing retail and commercial centers, restaurants, limited office and service, depending on scale and location.

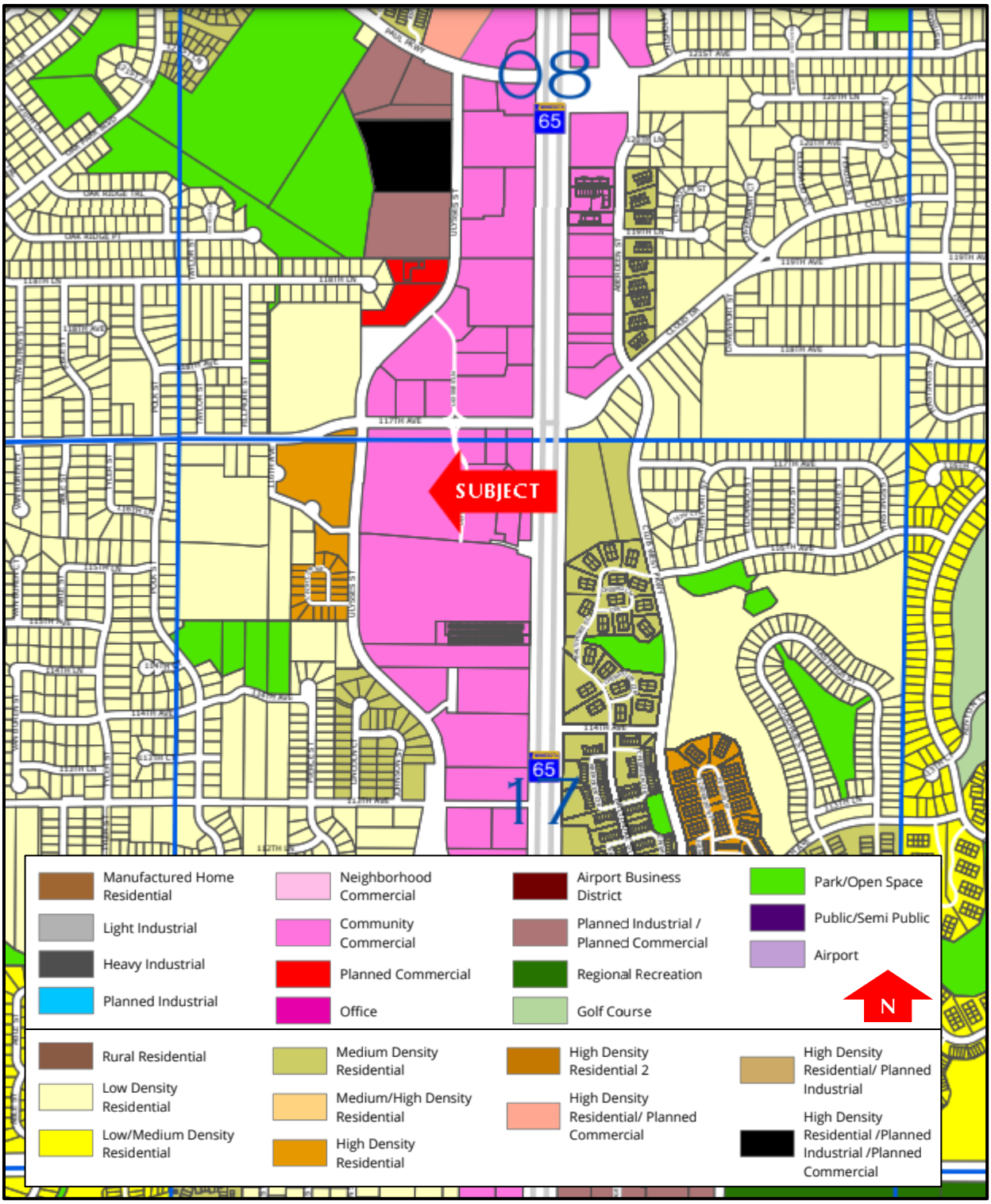
Summary

The current use of the subject as a big box retail store is a conditional use in the Planned Business District. Furthermore, it is assumed that at the time of development, it conformed to all setback requirements. Given the neighboring uses to the east and south, a change in land use is not anticipated.

ZONING MAP (ENLARGED)



2040 COMPREHENSIVE LAND USE MAP (ENLARGED)



LAND DESCRIPTION

Land Area: 565,844 SF, or 12.99 Acres
Source: Anoka County GIS

Shape: Effectively Rectangular

Street Improvements: 117th Avenue NE is a four-lane roadway with dedicated turn lanes that runs east/west. Ulysses Street NE is a two-lane road that runs parallel with M.N. 65 and acts as a frontage/backage road. Minnesota Highway 65 (T.H. 65 or Central Avenue) is a principal arterial that runs north-south through the city and serves as a key commuter route to the I-694 corridor and further south to downtown Minneapolis.

Street Frontage: The subject has approximately 631 LF of frontage along 117th Avenue NE and 765 LF of frontage along Ulysses Street NE. Additionally, there is an internal (private) roadway along the subject's eastern property boundary that is shared with other properties in the development, including AutoZone, Taco Bell, Marshalls, Petco and Ulta Beauty.

Street Access: Access is provided via two curb cuts, one along 117th Avenue NE that provides right-in, right-out, and left-in turning movements and one along Ulysses Street NE that provides full turning movements. It is noted that the curb cut along 117th Avenue NE is shared with neighboring properties.

Traffic Counts:

Traffic Volumes		
	AADT	Year
117th Avenue NE (East of Ulysses St. NE)	11,617	2021
117th Avenue NE (West of Ulysses St. NE)	4,395	2021
Ulysses Street NE (North of 117th Ave. NE)	9,240	2021
Ulysses Street NE (South of 117th Ave. NE)	7,166	2021

Soil Conditions: The soils appear stable and suitable for typical construction practices. However, neither soils tests nor engineering data have been provided to the appraisers in conjunction with this appraisal.

Topography: The topography is generally level, open, and at street-grade with the surrounding roadways.

Flood Hazard: The subject is located in Zone X, an area with minimal flood risk. No flood hazard analysis has been conducted.

Community Panel Number: 27003C0336E
Effective Date: December 16, 2015

Utilities:	All public utilities are available to the site.
Easements & Encumbrances:	Based on the title work provided to the appraisers and the following plat map, the subject is encumbered by a perimeter drainage and utility easement along the northern, western southern boundaries and most of the eastern boundary. There is also a 10-foot-wide drainage utility easement that zig-zags through the northern portion of the site. Lastly, it is noted that the developer (Ryan Companies, US, Inc.) and Lowe's Home Centers, Inc. granted the Wal-Mart property to the south rights of pedestrian and vehicular access over and across portions of the subject, which is depicted as Exhibit 2 in the Addenda of this report. The subject also benefits from a snow storage easement over and across the 10-foot-wide drainage and utility easement along the northern property boundary. The appraisers are not aware of any other apparent easements or encumbrances that would have a significant effect upon the subject's market value or marketability.

IMPROVEMENT DESCRIPTION

The property is improved with a 139,229 SF Lowe's home improvement retail store that was built in 2006, according to Anoka County records. Overall, the site has approximately 557 parking stalls. Additional site improvements include bituminous parking and concrete drive aisles, a secured outdoor storage area off of the north end of the building with two greenhouse coverings, a secured outdoor storage area off of the southwest corner of the building, landscaping, fencing, lighting, and signage.

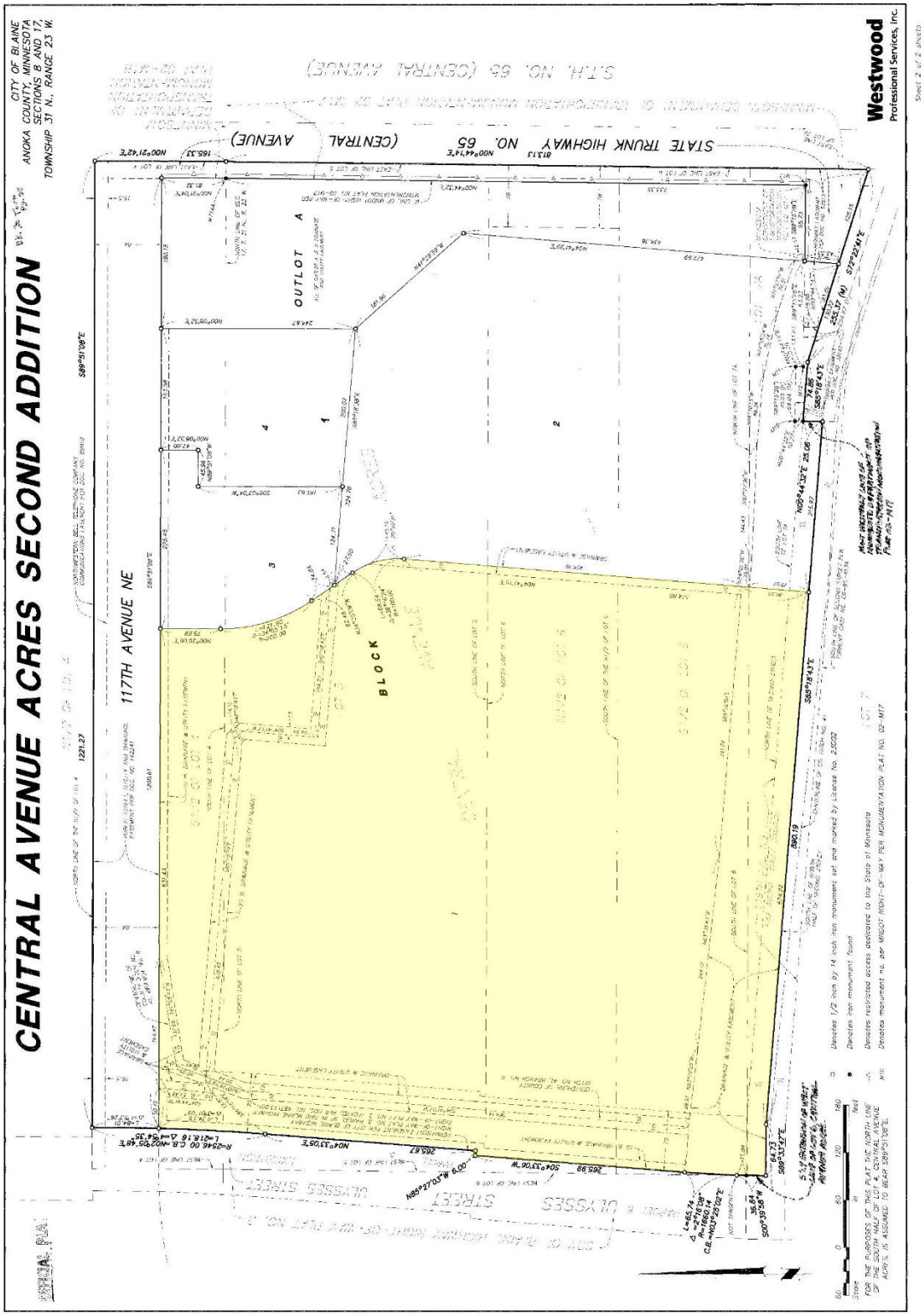
Again, since the partial acquisition only impacts a portion of the boulevard area near the 117th Avenue NE and Ulysses Street NE intersection, only the land and affected site improvements, if any, are valued in this report.

ENVIRONMENTAL CONSIDERATIONS

It is assumed that no environmental concerns such as PCBs, toxic and hazardous soil or ground water contamination exist upon the subject as of the date of this appraisal report.

However, the reader is advised that neither appraiser is qualified to perform inspections concerning the existence or absence of environmental concerns. If any environmental contaminants do exist within the subject property, the assignment results would likely be different.

PLAT MAP


CENTRAL AVENUE ACRES SECOND ADDITION
CITY OF BLAINE
ANOKA COUNTY, MINNESOTA
SECTIONS 8 AND 17,
TOWNSHIP 31 N., RANGE 23 W.
Westwood
Professional Services, Inc.
Sheet 2 of 2 sheets
STATE TRUNK HIGHWAY NO. 65 (CENTRAL AVENUE)
S.T.H. NO. 65 (CENTRAL AVENUE)
117TH AVENUE NE
ULYSSES STREET
OUTLOT A
BLOCK
1
2
3
4
S89°51'08"E
S89°19'43"E
N00°44'32"E
S00°39'58"W
S04°37'06"W
N04°33'05"E
N85°27'03"W
Denotes 1/2 inch by 14 inch iron monument set and marked by License No. 21002
Denotes iron monument found
Denotes restricted access dedicated to the State of Minnesota
Denotes monument no. per MNDOT RIGHT-OF-WAY PER MONUMENTATION PLAT NO. 02-M17
FOR THE PURPOSES OF THIS PLAT THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 8 AS AURA IS ASSUMED TO BEAR S89°51'08"E.

HIGHEST AND BEST USE

Highest and best use is defined in *The Dictionary of Real Estate Appraisal*, Seventh Edition, Appraisal Institute as follows:

> *The reasonably probable use of property that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.*

As described in *The Dictionary of Real Estate Appraisal*, Fifth Edition, Appraisal Institute, the highest and best use, as vacant and as improved, is further distinguish as follows:

> *Highest and best use of land or site as though vacant - Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.*
>
> *Highest and best use of property as improved - The use that should be made of a property as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.*

As Vacant

In order to determine highest and best use of the subject property, as vacant, the following factors must be considered when addressing possible uses.

1. Legally Permissible
2. Physically Possible
3. Financially Feasible
4. Maximally Productive

The first test of highest and best use involves identifying those uses which are legally permissible. Legal restrictions can include public restrictions such as zoning and building codes, and private restrictions such as deed restrictions and protective covenants.

The subject is located in the city of Blaine, with a base zoning classification of PBD, Planned Business District and a comprehensive land use designation of Community Commercial. As outlined in the Zoning section of this report, all land uses in the Planned Business District require a conditional use permit and must be compatible/complementary with adjacent land uses. Additionally, most of the uses allowed by conditional use permit are commercial or retail in nature; however, other conditional uses include medical

offices, manufacturing, multi-family residential, and office/distribution/warehouses. Even so, several of the allowed conditional uses for the subject may not be considered compatible given the surrounding uses. The Planned Business District is generally consistent with the Community Commercial guiding designation in the 2040 Comprehensive Plan.

The site has sufficient size, with a land area of 565,844 SF, or 12.99 acres, to accommodate a variety of commercial uses. Furthermore, the topography is generally level, open, and at street-grade with the surrounding roadways. Also, the terrain and soils are assumed conducive for building construction. All public utilities are present, and the subject has good access to the surrounding area. Additionally, the subject has shared signage at the corner of MN-65 and 117th Avenue NE. Given the traffic volume, visibility, and surrounding land uses, the subject is well suited for a commercial/general retail or mixed-use development.

It is noted that several big box retailers have recently filed for bankruptcy including Bed Bath & Beyond, David's Bridal and other big-box retailers have recently shuttered certain stores in the Twin Cities including Walmart in Brooklyn Center and Best Buy in Shakopee. The largest challenge for many of these vacancies is the sheer size of some of the spaces. For example, the Brooklyn Center Walmart is about 190,000 square feet, and only a few retailers can fill a space that large. Alternatively, there may be an opportunity to turn some of these large retail buildings into destination type uses, similar to Asia Mall, which opened last year in a former Gander Mountain building in Eden Prairie. Other examples of conversions for these types of buildings include a former Sam's Club in St. Louis Park that was turned into an office headquarters and in-house warehouse for Loffler Cos. Inc. and in Illinois, there is a former Sam's Club that is being converted into a golf simulator and a grocery store. Other times a large retail space is subdivided to accommodate multiple tenants.

Cushman & Wakefield reported that the projected shopping center vacancy rate for the Twin Cities for the first quarter of 2023 was 4.8%, even lower than the historically low national retail vacancy rate of 5.6%. In the first quarter of last year, the retail market absorbed or leased 266,446 square feet of shopping center space locally. This past quarter, retailers absorbed only an estimated 16,548 square feet. It is noted that junior box spaces in Eagan, Eden Prairie, Arden Hills, Lakeville, Coon Rapids, and Burnsville that were

presumably going to be occupied by Amazon Fresh (grocery stores) were listed for sublease in May 2023 as Amazon is re-thinking its retail strategy.

Terese Reiling-Holden, senior vice president at Colliers, was quoted in a recent Star Tribune article saying "Retailers want to be in dense cities with day and night traffic from people working and going out for leisure. They want good highway access and high-income resident demographics. Some popular markets in the Twin Cities include Maple Grove, Coon Rapids, Roseville and Woodbury. Even with the growth of online sales, brick-and-mortar operations are not dead. Since the end of the pandemic, there has been a return to in-person shopping as people want to go into stores to experience products."

Alternatively, some suburban sites that were initially slated for retail development are now being developed with high-density residential uses. Several examples of this can be found throughout the Twin Cities, such as a 7.81 acre site next to Mills Fleet Farm in Lakeville along I-35 that was developed with a 197-unit apartment building or the 112-unit apartment building that is being constructed next to Kohl's in Chaska.

Given the above, the highest and best use of the subject, as vacant, is for general retail or mixed-use development.

As Improved

According to Anoka County records, the subject is improved with a 139,229 SF Lowe's home improvement that was built in 2006. This is a conditional use in the PBD, Planned Business District and is consistent with the previous conclusion of the highest and best use, as vacant. The subject represents a big-box retail commercial use, which benefits from good visibility and exposure to nearby higher traffic volumes.

The same four tests that were used in the highest and best use analysis, as vacant, are used in the highest and best use analysis, as improved. The following alternatives are also considered:

A) Raze the Existing Structures to Make Way for Redevelopment
B) Convert the Structures to an Alternative Use
C) Renovate or Remodel the Existing Structures
D) Expand the Existing Structures
E) Leave the Existing Structures as They Currently Exist

The subject is improved with a 139,229 SF single-tenant retail building. Furthermore, the property has historically operated as a Lowe's home improvement store since it was constructed in 2006. Based on the exterior inspection of the subject, the Anoka County Assessor's 2023 estimate of market value of $8,192,200 (Land - $3,963,400 and Improvements - $4,228,800), and the following land valuation conclusion, the building improvements contribute value to the land. As such, razing the improvements would not be financially feasible.

Furthermore, the subject building and site improvements utilize nearly the entire land area. As such, expansion of the building would significantly reduce parking. Considering the layout of the site, the existing improvements appear to be appropriately sized, and expansion of the building improvements would not be maximally productive.

Also, given that the Lowe's home improvement store continues to operate at this time, it is not reasonable to convert the subject to a different use. There is no alternative use that would provide a greater return considering the potential cost of conversion.

Again, the building improvement was built in 2006, and appears to be in overall good condition. While periodic improvements may need to be considered for the subject in the future to remain competitive, renovation or remodeling the subject is not maximally productive at this time.

Based on the above, it is assumed that the highest and best use of the subject, as improved, is for continued use as currently improved.

EXPOSURE AND MARKETING TIME

The following definitions are taken from *The Dictionary of Real Estate Appraisal*, Seventh Edition, Appraisal Institute:

> *Exposure Time: 1) The time a property remains on the market; 2) An opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.*

> *Marketing Time: An opinion of the amount of time to sell a property interest at the concluded market value or at a benchmark price during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which precedes the effective date of an appraisal.*

Exposure time of nine to twelve months would be required to sell the subject property, based on the value stated herein. Marketing time, including due diligence and closing, is estimated at up to twelve months.

APPRAISAL PROCEDURES AND TECHNIQUES

Three traditional approaches to value are widely accepted in the appraisal of real property. These three approaches are briefly described below.

Cost Approach - Considers the current cost of replacing a property, less the depreciation from three sources: physical deterioration, functional obsolescence and external obsolescence. A summation of the market value of the land, assumed vacant, and the depreciated replacement cost of the improvements provides an indication of the total value of the property.

Sales Comparison Approach - Produces an estimate of value by comparing the subject property to sales and/or listings of similar properties in the same or competing areas. This technique is used to indicate the value established by informed buyers and sellers in the market.

Income Approach - Based on an estimate of the subject property's possible net income. The net income is capitalized to arrive at an indication of value from the standpoint of an investment. This method measures the present worth of anticipated future benefits (net income) derived from a property.

The appraisal assignment is to estimate the fee simple market value of the subject property, both before and after a partial acquisition of a permanent sidewalk easement. Since the acquisition only affects a portion of the boulevard area adjacent to the 117th Avenue and Ulysses Street intersection, only the value of the land and affected site improvements, if any, are appraised. The sales comparison approach is the preferred, and most common, technique for valuing land. Therefore, only the sales comparison approach to value is performed in this appraisal.

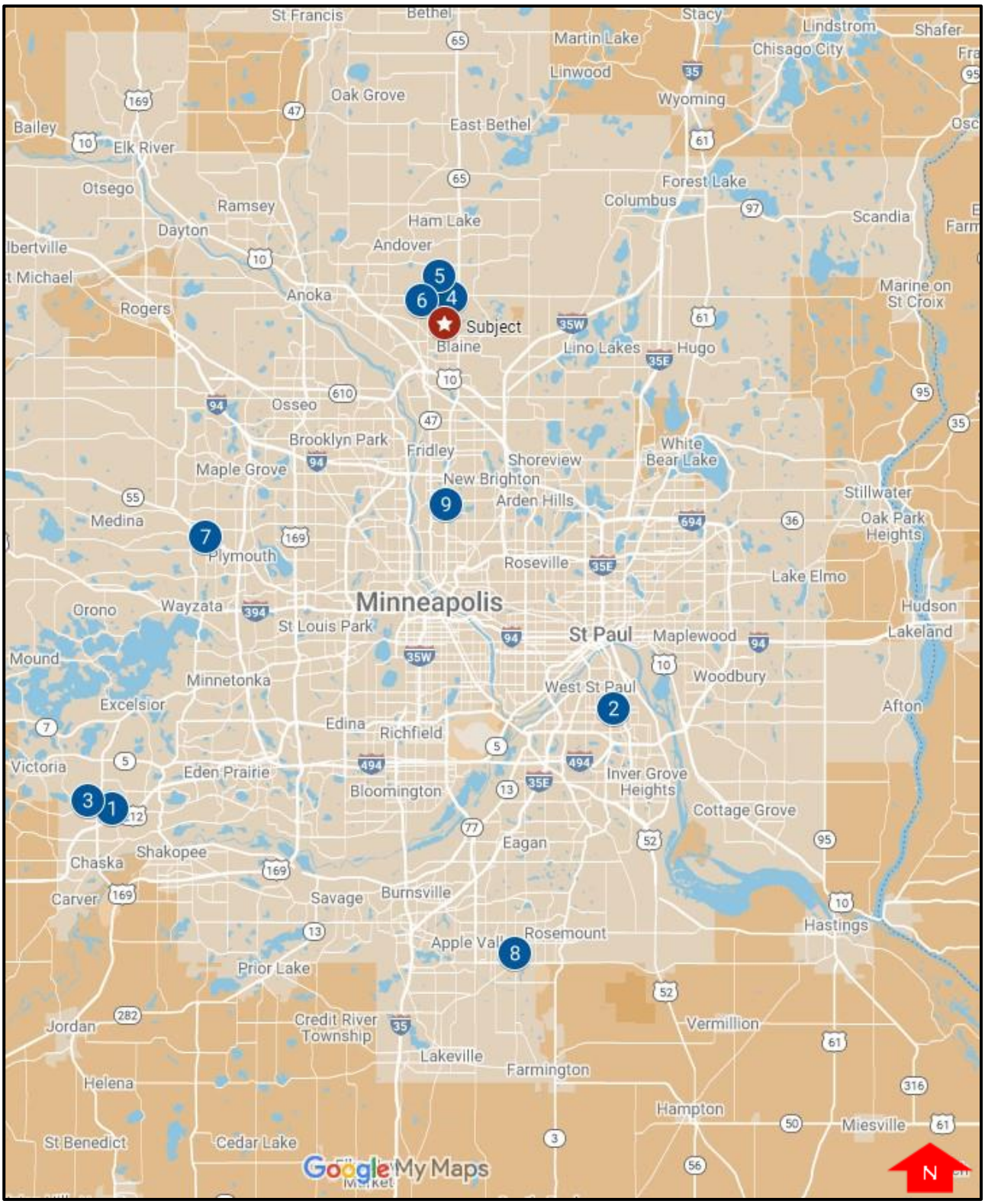
SALES COMPARISON APPROACH

In the sales comparison approach, sales of land comparable to the subject are gathered and analyzed. The sale prices are adjusted for market conditions and other relevant variations. The adjusted prices are reduced to some common unit of comparison, such as price per acre, or price per square foot. The appraiser analyzes this information and derives a unit value applicable to the property. When applied to the appropriate unit measure, this value results in an estimate of the market value of the land. The comparable land sales are summarized on a per square foot basis.

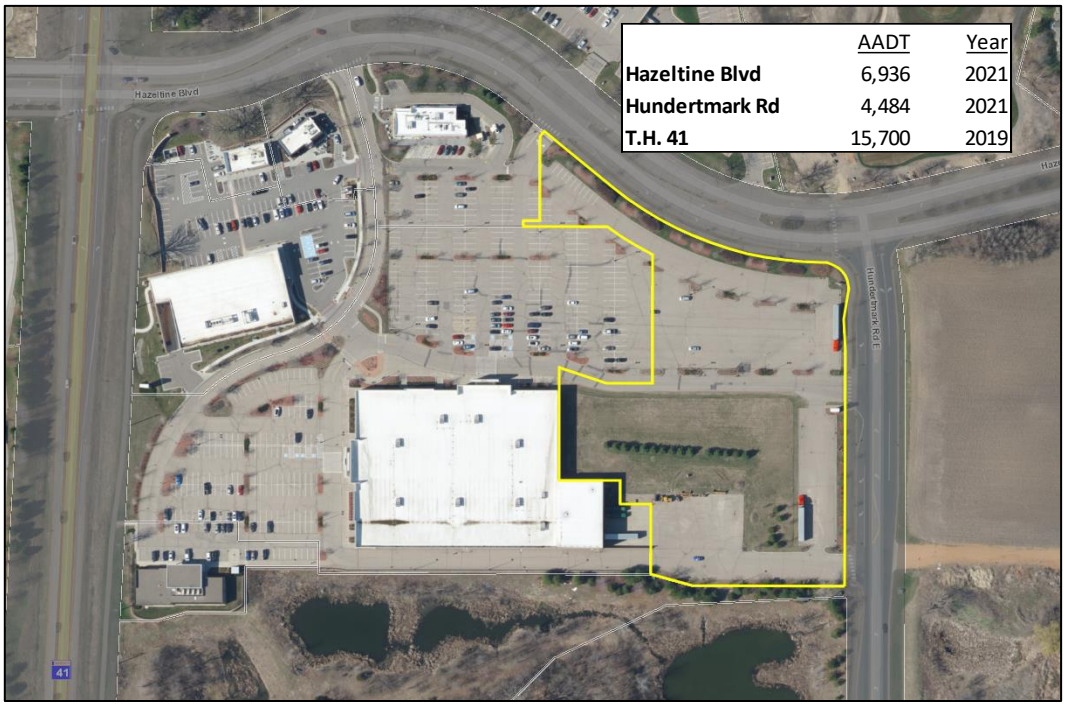
The validity of this approach is based on the assumption that continuity exists between similar properties of like adequacy and their market values. The reliability of this technique is dependent upon the availability of sales data and the degree of comparability of the sales analyzed. To apply this approach to the subject, information has been sought on recent sales of land that are similar in terms of highest and best use, locational attributes, size and appeal.

The sales used in this analysis are presented on a location map, followed by individual write-ups, an adjustment grid, and narrative analysis to arrive at a value estimate for the subject's land.

COMPARABLE LAND SALES LOCATION MAP



LAND SALE 1



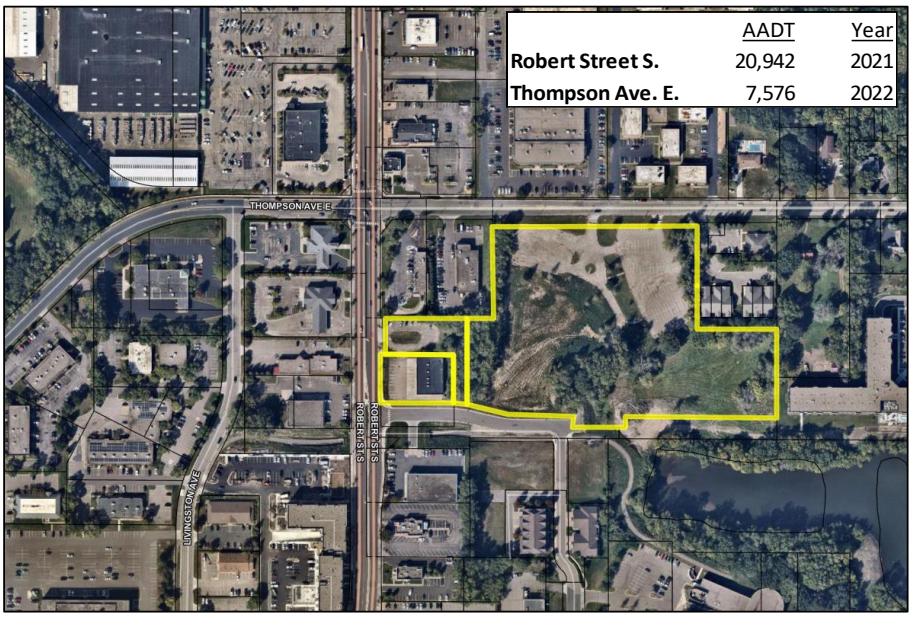
	AADT	Year
Hazeltine Blvd	6,936	2021
Hundertmark Rd	4,484	2021
T.H. 41	15,700	2019

PROPERTY INFORMATION	Address:	1130 Hazeltine Boulevard	County:	Carver
	City:	Chaska	State:	MN
	PID(s):	30.2190030	Intend. Use:	Apartment Building
	Zoning:	PCD	Guiding:	Mixed Residential
	Shape:	Slightly Irregular	Terrain:	Gen. Level & Open
	Size in SF:	206,474	Size in Ac:	4.74
SALE INFO	Buyer(s):	HP Apartments, LLC		
	Seller(s):	Chaska Investment Limited Partnership		
	Date of Sale:	1/25/2023	Cond. of Sale:	Arm's-Length
	Sale Price:	$2,100,000	Price per SF:	$10.17

REMARKS

This property is located in a retail corridor of Chaska that includes large retailers such as Kohl's, Aldi, Home Depot, Cub, Target, and Petco. The site was marketed for commercial use for an extended period of time and had an original list price of $12.00/SF. However, the buyer, Trident Development, purchased the site to build a 4-story apartment complex that would have 112 units. It is noted that Kohl's had to approve the sale.

LAND SALE 2



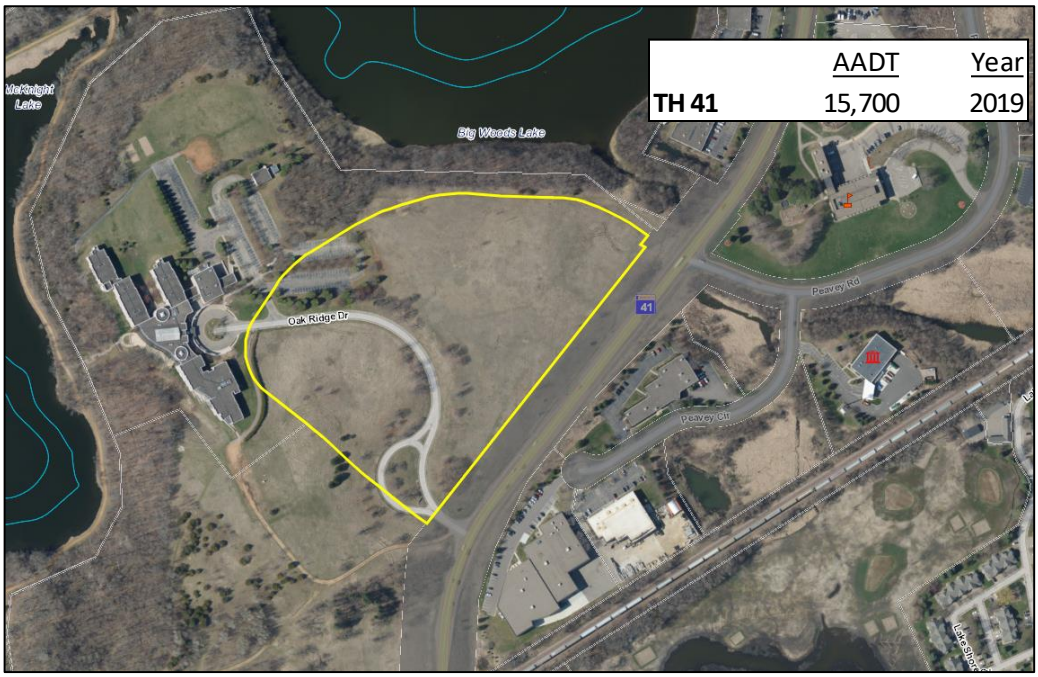
PROPERTY INFORMATION	Address:	150 Thompson Avenue E.	County:	Dakota
	City:	West St. Paul	State:	MN
	PID(s):	42-11561-01-010, 42-11560-01-021, 41-0561-00-010	Intend. Use:	Mixed Use
	Zoning:	B-4, Shopping Center	Guiding:	Mixed Use
	Shape:	Rectangular	Terrain:	Gen. Level & Open
	Size in SF:	417,305	Size in Ac:	9.58

SALE INFO	Buyer(s):	West St. Paul Economic Development Authority		
	Seller(s):	Hy-Vee, Inc.		
	Date of Sale:	12/15/2022	Cond. of Sale:	Arm's-Length
	Sale Price:	$5,200,000	Price per SF:	$12.46

REMARKS

Hy-Vee purchased the former YMCA property in 2019 for $3.8 million and had plans to build a grocery store on this site until their plans changed in 2022. The City of West St. Paul EDA wanted to control this site so that it could be developed with additional uses and not just housing. Hy-vee had demolished the former building and did extensive site work, conducted surveys, tests, and reports that the City received as part of the sale. The sale also included a former AutoZone retail building and a vacant lot that were not part of Hy-Vee's $3.8 million purchase. Preliminary concept plans show 450 units of housing, 300 parking stalls, open park/plaza space, and restaurant space but nothing is certain. Nate Burkett, City Manager and EDA Director, believes that the sale price is comparable to what Hy-Vee paid and expects to be able to sell the land to a developer for a similar price or more.

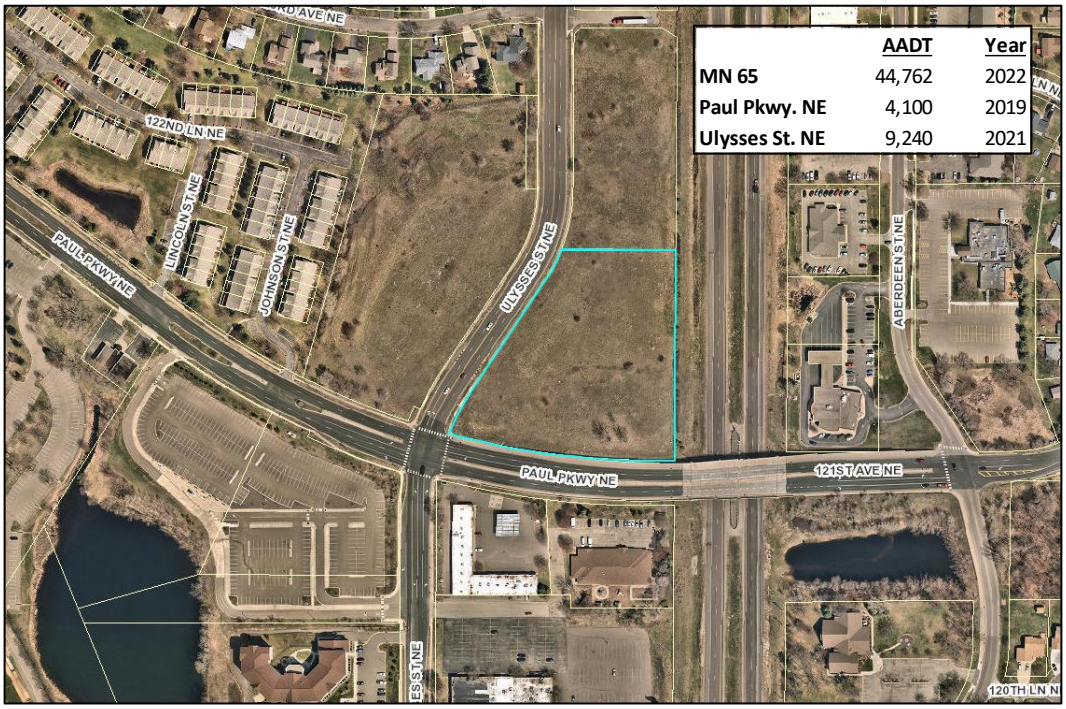
LAND SALE 3



	AADT	Year
TH 41	15,700	2019

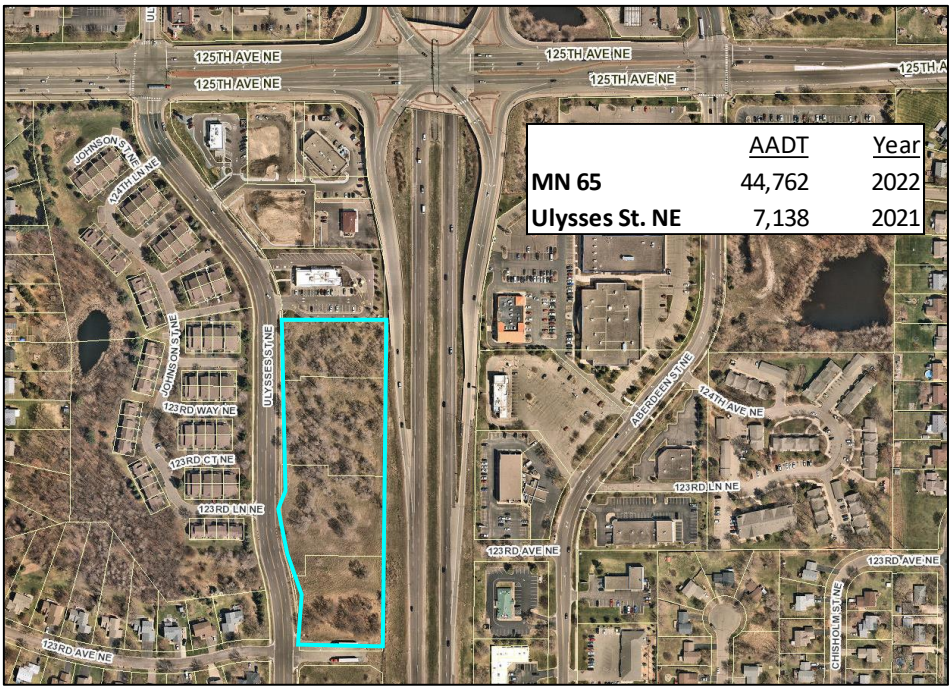
PROPERTY INFORMATION	Address:	2 Oak Ridge Drive	County:	Carver
	City:	Chaska	State:	MN
	PID(s):	30.4730020 (new)	Intend. Use:	Costco Store
	Zoning:	PMD 22	Guiding:	Business Park
	Shape:	Rectangular	Terrain:	Gen. Open & Mod. Slopes
	Size in SF:	737,035	Size in Ac:	16.92
SALE INFO	Buyer(s):	Costco Wholesale Corporation		
	Seller(s):	RCS-RCA Oak Ridge, LLC		
	Date of Sale:	10/7/2022	Cond. of Sale:	Arm's-Length
	Sale Price:	$8,000,000	Price per SF:	$10.85
REMARKS	This parcel was split off of the Oak Ridge Hotel and Conference Center along Big Woods Lake and McKnight Lake in Chaska. The buyer is constructing a 164,500 SF Costco store as well as a fueling station with 24 pumps. The Costco store is part of a larger redevelopment that also includes Continental Properties developing 280 market-rate rental units spread across 14 buildings on 27.7 acres.			

LAND SALE 4



PROPERTY INFORMATION	Address:	NEQ of MN-65 & Paul Parkway NE	County:	Anoka
	City:	Blaine	State:	MN
	PID(s):	08-31-23-24-0143	Intend. Use:	Medical Office
	Zoning:	B-3, Regional Commercial	Guiding:	Community Commercial
	Shape:	Effectively Rectangular	Terrain:	Gen. Level & Open
	Size in SF:	176,854	Size in Ac:	4.06
SALE INFO	Buyer(s):	Blaine MOB Partners LLC		
	Seller(s):	RPSLegacyDeSoto LLC		
	Date of Sale:	9/13/2022	Cond. of Sale:	Arm's-Length
	Sale Price:	$2,385,990	Price per SF:	$13.49
REMARKS	This was an arm's-length transaction that involved a broker. In hindsight, the broker opined that the sale price may have been slightly below market and is now working with the seller to develop their remaining land in the area. The buyer purchased the property using short-term seller financing; however, this had no impact on the sale price. The true buyer is Davis Healthcare Real Estate and they are planning on building a 40,000 SF medical office building.			

LAND SALE 5

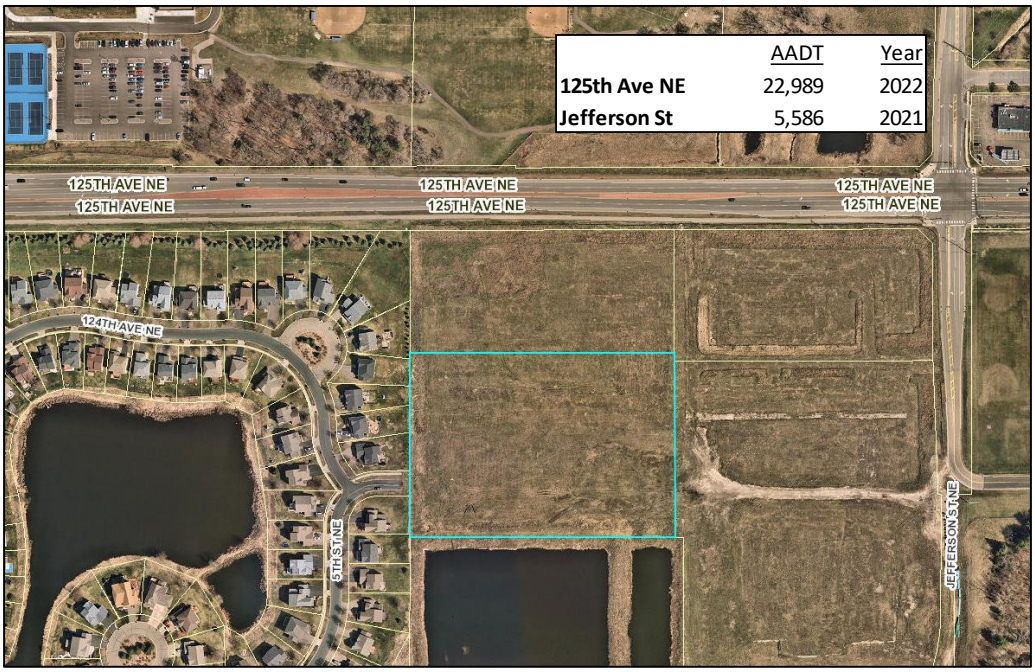


PROPERTY INFORMATION	Address:	12301 Ulysses Street NE	County:	Anoka
	City:	Blaine	State:	MN
	PID(s):	08-31-23-21-0005 (old)	Intend. Use:	Retail Development
	Zoning:	B-3, Regional Commercial	Guiding:	Community Commercial
	Shape:	Effectively Rectangular	Terrain:	Gen. Level & Part Wooded
	Size in SF:	233,046	Size in Ac:	5.35
SALE INFO	Buyer(s):	Blaine Square II LLC		
	Seller(s):	RPSLegacy108 Prop LLC		
	Date of Sale:	7/28/2022	Cond. of Sale:	Arm's-Length
	Sale Price:	$3,495,690	Price per SF:	$15.00

REMARKS

This was an arm's-length, transaction. A representative of the seller opined that the sale price may have been slightly below market and this representative is now working with the sellers on developing their remaining land rather than selling it. The buyer subsequently subdivided the old PID into 4 lots that range between 1.00 acres and 1.65 acres and plans to develop a multi-building retail development that will include a Café Zupas, Heartland Dental, Noodles & Company, MOD Pizza, Chick-fil-a, and Mister Carwash. It is noted that the buyer is the same entity that redeveloped the area slightly north of this property.

LAND SALE 6



PROPERTY INFORMATION	Address:	370 125th Avenue NE	County:	Anoka
	City:	Blaine	State:	MN
	PID(s):	07-31-23-21-0004	Intend. Use:	Senior Apartments
	Zoning:	PBD	Guiding:	HDR & Planned Commercial
	Shape:	Rectangular	Terrain:	Gen. Level & Open
	Size in SF:	283,140	Size in Ac:	6.50

SALE INFO	Buyer(s):	Roers Blaine 55+ LLC		
	Seller(s):	Hy-Vee, Inc.		
	Date of Sale:	12/29/2021	Cond. of Sale:	Arm's-Length
	Sale Price:	$2,500,000	Price per SF:	$8.83

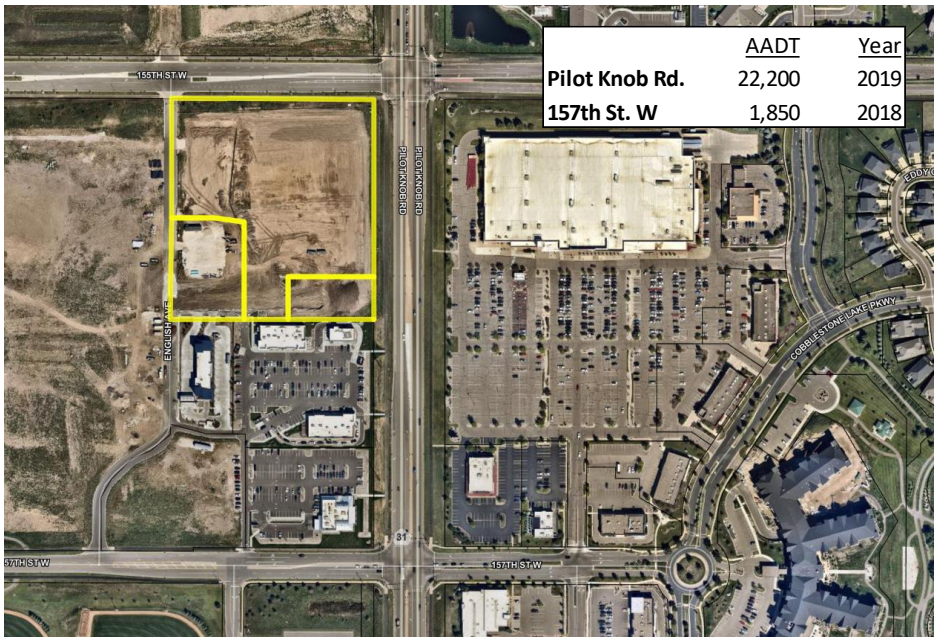
REMARKS

This property was part of the 39.24 acres of land that Hy-Vee, Inc. purchased in 2018. Hy-Vee had initial plans to develop a grocery store on part of the site; however, they have since changed plans and are no longer planning on building a grocery store here at this time. The true buyer is Roers (a multi-family developer) who is building a 187-unit apartment project for adults age 55 and older.

LAND SALE 7

PROPERTY INFORMATION	Address:	16800 State Highway 55	County:	Hennepin
	City:	Plymouth	State:	MN
	PID(s):	17-118-22-34-0002 (old)	Intend. Use:	Medical Office/ Multi-Family Residential
	Zoning:	PUD	Guiding:	Mixed Use District - Residential
	Shape:	Generally Rectangular	Terrain:	Mostly Level & Open
	Size in SF:	673,002	Size in Ac:	15.45
SALE INFO	Buyer(s):	Invest Plymouth I, LLC		
	Seller(s):	Dundee Farms, Inc.		
	Date of Sale:	12/15/2021	Cond. of Sale:	Arm's-Length
	Sale Price:	$6,101,160	Price per SF:	$9.07
	Plus Demo & Soil Correction Costs:	$936,120	Adj. Sale Price:	$10.46
REMARKS	This is a publicly marketed, arm's-length transaction. The buyer plans to develop a 210-unit market-rate apartment building and a 70,000 SF medical office building on the site purchased. The property is located at the intersection of State Highway 55 and Rockford Road in Plymouth. Redevelopment of the site included demolition of the former Dundee Nursery improvements (5 buildings) and soil corrections due to some areas of contamination. Site clean-up and demo costs were estimated at $936,120.			

LAND SALE 8



PROPERTY INFORMATION	Address:	15550 English Avenue	County:	Dakota
	City:	Apple Valley	State:	MN
	PID(s):	01-55891-00-050 (old)	Intend. Use:	Grocery Store
	Zoning:	PD, Planned Development	Guiding:	Commercial
	Shape:	Rectangular	Terrain:	Gen. Level & Open
	Size in SF:	352,548	Size in Ac:	8.09

SALE INFO	Buyer(s):	LB Apple Valley, LLC		
	Seller(s):	Rockport, LLC		
	Date of Sale:	12/10/2021	Cond. of Sale:	Arm's-Length
	Sale Price:	$2,708,184	Price per SF:	$7.68
	Plus Assessments:	$574,000	Adj. Sale Price:	$9.31

REMARKS

This is a publicly marketed, arm's-length transaction. The sale price was openly negotiated and reported to be at or near market. The property is part of the new Orchard Place development in Apple Valley, and the buyer assumed its pro-rata share of special assessments for street and utility infrastructure. According to the City of Apple Valley, the outstanding special assessments levied against the property (and assumed by the buyer) were approximately $574,000. It should also be noted that the site was formerly mined by Fischer Aggregate; however, the Orchard Place development was reclaimed prior to the sale at the seller's expense. Additionally, the soils and compaction were evaluated by Braun Intertec, and the seller financially guarantees that the soils are stable and suitable for typical construction practices. The buyer purchased the property to develop a Lunds & Byerlys grocery store. The proposed building totals 44,600 SF of gross building area, and construction is anticipated to be complete in 2023.

LAND SALE 9

PROPERTY INFORMATION	Address:	4300 Central Avenue NE	County:	Anoka
	City:	Columbia Heights	State:	MN
	PID(s):	35-30-24-11-0083	Intend. Use:	Mixed-Use
	Zoning:	GB	Guiding:	Commercial
	Shape:	Rectangular	Terrain:	Gen. Level & Open
	Size in SF:	441,698	Size in Ac:	10.14
SALE INFO	Buyer(s):	Alatus Columbia Heights II LLC		
	Seller(s):	Hy-Vee, Inc.		
	Date of Sale:	8/6/2021	Cond. of Sale:	Arm's-Length
	Sale Price:	$4,500,000	Price per SF:	$10.19
	Plus Demo Costs:	$630,000	Adj. Sale Price:	$11.61

REMARKS

This is the sale of a largely vacant shopping center on Central Avenue in Columbia Heights (MN-65). The seller was Hy-Vee, who purchased the property in 2016 for $3.5 million and had plans to construct a 90,100 SF grocery store, but the project never got off the ground. The new buyer is planning a mixed-use redevelopment that will feature up to 600 new housing units and other uses for the site. Demolition costs for the existing 125,749 SF retail building are estimated to be approximately $630,000.

COMPARABLE LAND SALES ADJUSTMENT GRID

Sale Data	Subject	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5	Sale 6	Sale 7	Sale 8	Sale 9	Average
Location	11651 Ulysses Street NE Blaine, MN	1130 Hazeltine Boulevard Chaska, MN	150 Thompson Avenue E. West St. Paul, MN	2 Oak Ridge Drive Chaska, MN	NEQ of MN-65 & Paul Parkway NE Blaine, MN	12301 Ulysses Street NE Blaine, MN	370 125th Avenue NE Blaine, MN	16800 State Highway 55 Plymouth, MN	15550 English Avenue Apple Valley, MN	4300 Central Avenue NE Columbia Heights, MN	
Intended Use	Lowe's Store	Apartment Building	Mixed Use	Costco Store	Medical Office	Retail Development	Senior Apartments	Medical Office/ Multi- Family Residential	Grocery Store	Mixed-Use	
Land Size (SF) Land Size (AC)	565,844 SF 12.99 AC	206,474 SF 4.74 AC	417,305 SF 9.58 AC	737,035 SF 16.92 AC	176,854 SF 4.06 AC	233,046 SF 5.35 AC	283,140 SF 6.50 AC	673,002 SF 15.45 AC	352,548 SF 8.09 AC	441,698 SF 10.14 AC	
Traffic Counts	117th Ave NE (11,617 AADT) Ulysses Street (9,240 AADT) MN 65 (44,762 AADT)	Hazeltine Blvd 6,936 AADT Hundertmark Rd 4,484 AADT T.H. 41 15,700 AADT	Robert Street S. 20,942 AADT Thompson Ave. E. 7,576 AADT	TH 41 15,700 AADT	MN 65 44,762 AADT Paul Pkwy. NE 4,100 AADT Ulysses St. NE 9,240 AADT	MN 65 44,762 AADT Ulysses St. NE 7,138 AADT	125th Ave NE 22,989 AADT Jefferson St 5,586 AADT	Highway 55 40,408 AADT C.R. 24 16,600 AADT Dunkirk Lane 4,600 AADT	Pilot Knob Rd. 22,200 AADT 157th St. W 1,850 AADT	MN 65 22,300 AADT 44th Ave NE 5,993 AADT	
Recorded Sale Price Price Per SF		$2,100,000 $10.17	$5,200,000 $12.46	$8,000,000 $10.85	$2,385,990 $13.49	$3,495,690 $15.00	$2,500,000 $8.83	$6,101,160 $9.07	$2,708,184 $7.68	$4,500,000 $10.19	$10.86
Transactional Adjustments											
Unadjusted Sale Price		$2,100,000	$5,200,000	$8,000,000	$2,385,990	$3,495,690	$2,500,000	$6,101,160	$2,708,184	$4,500,000	
Property Rights	Fee Simple	Fee Simple $0	Fee Simple $0	Fee Simple $0	Fee Simple $0	Fee Simple $0	Fee Simple $0	Fee Simple $0	Fee Simple $0	Fee Simple $0	
Adjusted Sale Price		$2,100,000	$5,200,000	$8,000,000	$2,385,990	$3,495,690	$2,500,000	$6,101,160	$2,708,184	$4,500,000	
Financing	Cash to Seller	Cash to Seller 0%	Cash to Seller 0%	Cash to Seller 0%	Cash to Seller 0%	Cash to Seller 0%	Cash to Seller 0%	Cash to Seller 0%	Cash to Seller 0%	Cash to Seller 0%	
Adjusted Sale Price		$2,100,000	$5,200,000	$8,000,000	$2,385,990	$3,495,690	$2,500,000	$6,101,160	$2,708,184	$4,500,000	
Conditions of Sale	Typical	Arm's-Length 0%	Arm's-Length 0%	Arm's-Length 0%	Arm's-Length 0%	Arm's-Length 0%	Arm's-Length 0%	Arm's-Length 0%	Arm's-Length 0%	Arm's-Length 0%	
Adjusted Sale Price		$2,100,000	$5,200,000	$8,000,000	$2,385,990	$3,495,690	$2,500,000	$6,101,160	$2,708,184	$4,500,000	
Other Expenditures	N/A	N/A $0	N/A $0	N/A $0	N/A $0	N/A $0	N/A $0	Demo & Soils Costs $936,120	Assessments $574,000	Demo Costs $630,000	
Adjusted Sale Price		$2,100,000	$5,200,000	$8,000,000	$2,385,990	$3,495,690	$2,500,000	$7,037,280	$3,282,184	$5,130,000	
Market Conditions	5/31/23	1/25/2023 1.00	12/15/2022 1.00	10/7/2022 1.01	9/13/2022 1.01	7/28/2022 1.01	12/29/2021 1.03	12/15/2021 1.03	12/10/2021 1.03	6/6/2021 1.03	
Adjusted Sale Price		$2,100,000	$5,200,000	$8,080,000	$2,409,850	$3,530,647	$2,575,000	$7,248,398	$3,380,650	$5,283,900	
Adjusted Sale Price Per SF		$10.17	$12.46	$10.96	$13.63	$15.15	$9.09	$10.77	$9.59	$11.96	$11.53
Property Adjustments											
Location	Good	Similar 1.00	Superior 0.95	Similar 1.00	Inferior 1.05	Superior 0.95	Inferior 1.05	Similar 1.00	Similar 1.00	Inferior 1.10	
Zoning / Guiding	PBD / Community Commercial	PCD / Mixed Residential 1.00	B-4, Shopping Center / Mixed Use 1.00	PMD 22 / Business Park 1.00	B-3, Regional Commercial / Community Commercial 1.00	B-3, Regional Commercial / Community Commercial 1.00	PBD / HDR & Planned Commercial 1.00	PUD / Mixed Use District - Residential 1.00	PD, Planned Development / Commercial 1.00	GB / Commercial 1.00	
Size	565,844 SF	206,474 SF 0.93	417,305 SF 0.98	737,035 SF 1.02	176,854 SF 0.92	233,046 SF 0.94	283,140 SF 0.95	673,002 SF 1.01	352,548 SF 0.97	441,698 SF 0.98	
Shape	Generally Rectangular	Slightly Irregular 1.00	Rectangular 1.00	Rectangular 1.00	Effectively Rectangular 1.00	Effectively Rectangular 1.00	Rectangular 1.00	Generally Rectangular 1.00	Rectangular 1.00	Rectangular 1.00	
Terrain	Gen. Level & Open	Gen. Level & Open 1.05	Gen. Level & Open 1.00	Gen. Open & Mod. Slopes 1.05	Gen. Level & Open 1.00	Gen. Level & Part Wooded 1.00	Gen. Level & Open 1.00	Mostly Level & Open 1.00	Gen. Level & Open 1.00	Gen. Level & Open 1.00	
Other	None	None 1.00	None 1.00	None 1.00	None 1.00	None 1.00	None 1.00	None 1.00	None 1.00	None 1.00	
Net Adjustment		0.98	0.93	1.07	0.97	0.89	1.00	1.01	0.97	1.08	
Gross Adjustment		0.12	0.07	0.07	0.13	0.11	0.10	0.01	0.03	0.12	
Indicated Subject Price Per SF		$9.97	$11.59	$11.73	$13.22	$13.48	$9.09	$10.88	$9.30	$12.92	$11.35

Explanation of Adjustments

Property Rights:	All of the sales represent the transfer of fee simple interests. Therefore, no adjustments are necessary.
Financing:	No unusual financing was discovered that would have an impact on the sale price. Therefore, no adjustments are necessary.
Conditions of Sale:	All of the comparables were typical arm's-length transactions. Therefore, no conditions of sale adjustments are made.
Other Expenditures:	Estimated demolition and soils corrections costs are added to Comparable 7. Additionally, estimated demolition costs are added to Comparable 9.
Special Assessments:	The buyer of Comparable 8 was responsible for outstanding special assessments totaling $574,000, which is added to the sale price.
Market Conditions:	This adjustment reflects differences in market conditions between the date of valuation and the date the comparables sold. The valuation date of this appraisal is May 31, 2023. The comparable sales occurred between August 2021 and January 2023. Commercial land prices in Twin Cities suburbs were appreciating in the mid-2010s; however, that growth began slowing down around 2017 and 2018 as consumer habits began changing due to the greater availability of doorstep delivery. The commercial and retail real estate markets were also negatively impacted by the COVID-19 pandemic. Still, demand remained for commercial sites as evidenced by the comparable sales. Thus, an upward adjustment of 3.0% per annum is applied to the comparables from 2021 through 2022. Alternatively, the continued rate hikes in 2023 from the Federal Reserve have negatively impacted real estate values and the current lending environment has reduced demand and development. As such, no market conditions adjustment is applied for 2023.
Location:	This adjustment is based upon observations of both the subject and the comparables. Factors such as frontage and traffic counts on the adjoining roadways, demand generators, surrounding land use, and corner versus interior lot were considered when making this adjustment.

Zoning / Guiding:	As previously described, the subject is zoned Planned Business District and guided Community Commercial. All of the comparables have zoning and guiding designations that are considered similar to the subject. Therefore, no adjustments for zoning/guiding are made.
Size:	Typically, a smaller site will command a higher unit price than a larger site, all else being equal. This is generally true in the subject market. As such, size adjustments are applied to the comparables based on a 5% inverse curve.
Shape:	The subject is generally rectangular in shape, and full utilization of the site is not impeded. All of the comparables have similar shapes to the subject and no shape adjustments are made.
Terrain:	The subject is generally open and level and has suitable terrain for development. Almost all of the comparables are also generally level open and level; however, Comparable 3 had moderate slopes. Therefore, an upward terrain adjustment is applied to Comparable 3

Analysis

The comparable sales range in unadjusted price from $7.68 per SF to $15.00 per SF, with an average of $10.86 per SF and a median of $10.19 per SF. After the adjustment process, the comparable sales range in unit price from $9.09 per SF to $13.48 per SF, with an average of $11.35 per SF and a median of $11.59 per SF.

As a group, the comparable sales provide a reasonable indication of the subject's market value and share general similarities with the subject. Comparables 4, 5, and 6 are located in Blaine. More specifically, Comparables 4 and 5 are located along the along the MN-65 (Central Avenue) corridor, less than one-mile north of the subject, and Comparable 6 is located along 125th Avenue, approximately 1.5 miles northwest of the subject. These comparables are considered good indicators of value.

Comparables 3 and 8 were purchased for large single-tenant retail use. Comparable 3 is being developed with a Costco (Chaska) and Comparable 8 is being developed with a Lunds & Byerlys grocery store (Apple Valley). These sales are also considered good indicators of value. Supporting weight is applied to the other comparables.

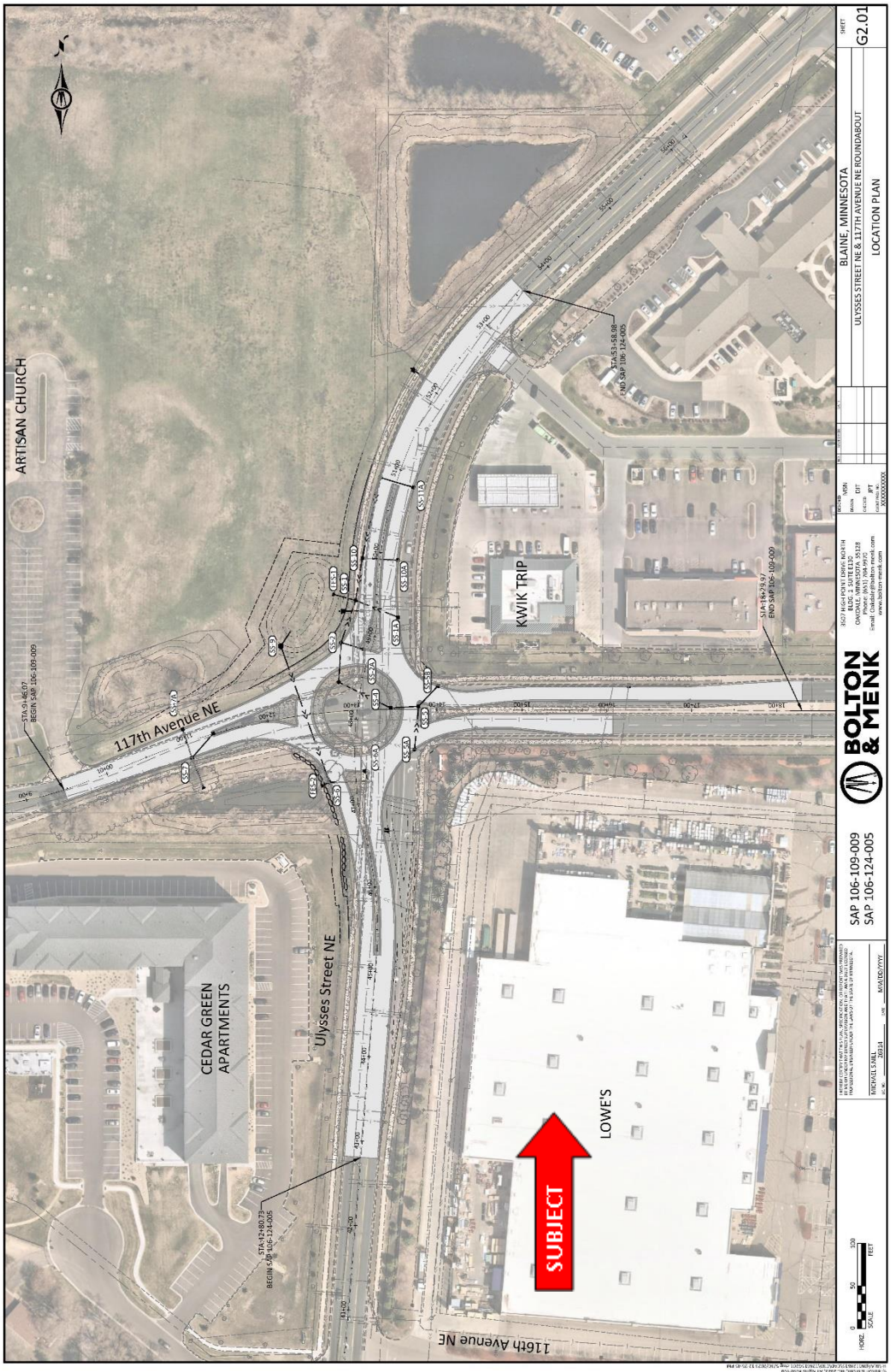
All things considered, the comparables are generally given similar weight in the analysis; however, given the subject's location along the MN-65 (Central Avenue) corridor and the surrounding land uses, the appraisers conclude to a value slightly above the adjusted average and median of the comparable sales. Thus, the market value of the subject land, as of May 31, 2023, is estimated to be $12.00 per SF. Thus:

565,844 SF	x	$12.00 per SF	=	$6,790,128
		Rounded to		$6,790,200

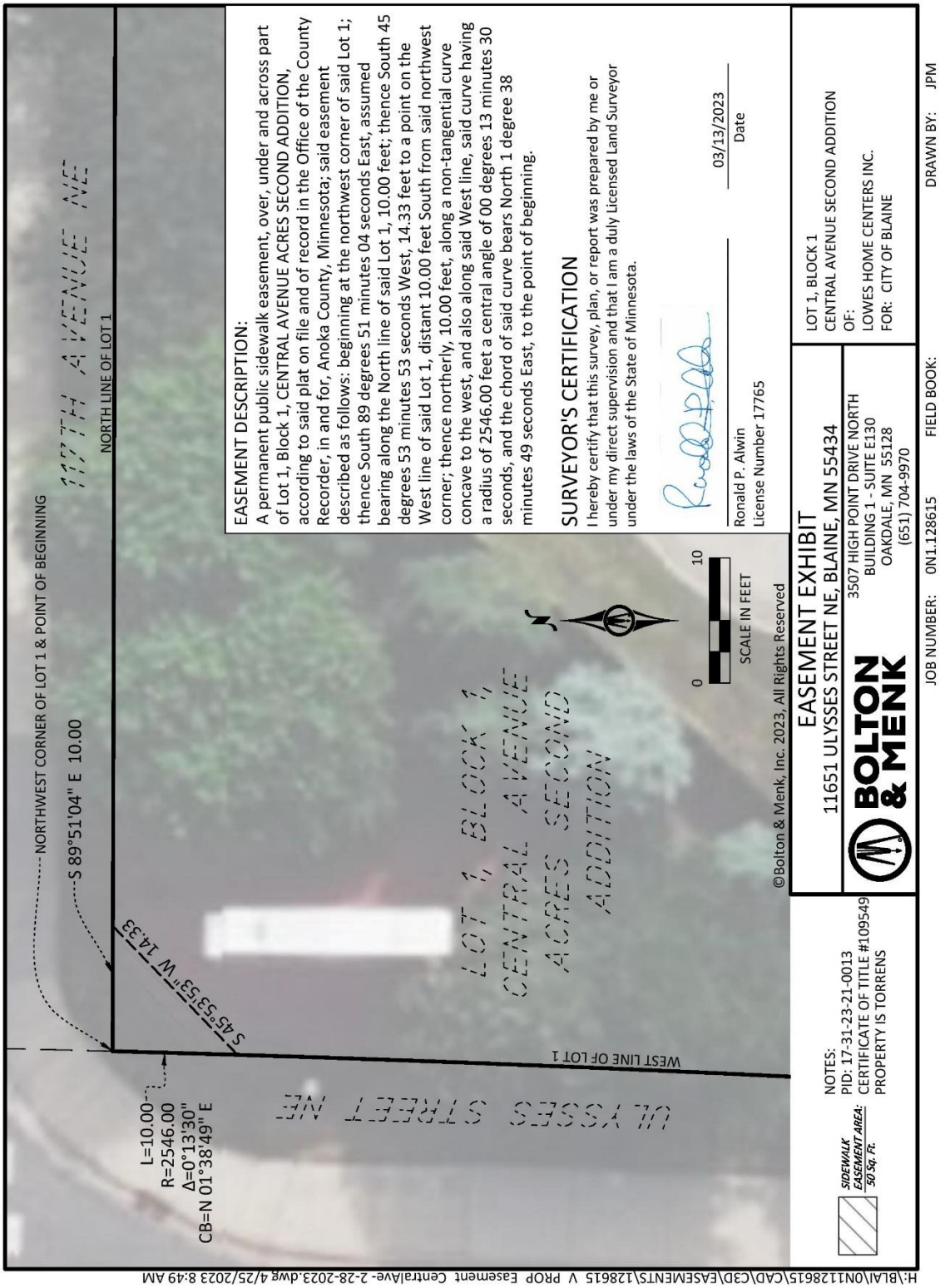
It is noted that the above estimate of value is a blended unit value, recognizing that the subject is encumbered by drainage and utility easements and is subject to a cross access easement in the eastern and southern portions of the site.

PART III: AFTER ACQUISITION – FACTUAL DATA

PRELIMINARY PROJECT LAYOUT



PARCEL SKETCH



PROJECT DESCRIPTION

The City of Blaine is planning a construction project at the intersection of 117th Avenue NE and Ulysses Street NE. To address increasing congestion and a higher-than-normal crash history, an Intersection Control Evaluation (ICE) was completed for the intersection in 2020. Based on the findings of this evaluation, additional analysis, and the City Council decision, the intersection of 117th Avenue NE and Ulysses Street NE will be reconstructed as a single lane roundabout during the summer of 2024. The proposed project will improve the operations and safety of the intersection for vehicles, bicyclists, and pedestrians.

DESCRIPTION OF ACQUISITION

As a result, the City of Blaine has proposed a partial acquisition of the subject property which includes a permanent sidewalk easement in the northwest corner of the site. The proposed permanent easement totals 50 SF and is needed to accommodate a reconfigured sidewalk. It is noted that this area is already encumbered by the existing perimeter drainage and utility easement. The proposed permanent easement area is improved with part of the existing sidewalk improvements and some mulched area. Exhibits depicting the project area and acquisition area are included on the previous pages.

PART IV: AFTER ACQUISITION – DATA, ANALYSIS AND CONCLUSIONS

SITE DESCRIPTION

The subject property is valued again in the after condition. The after value is based on the following described property.

Size:	565,844 SF, or 12.99 acres (Same as in the Before Condition)
Shape:	Same as in the Before Condition
Street Improvements:	In the After Condition, the intersection of 117th Avenue NE and Ulysses Avenue NE will be improved with a roundabout and new sidewalks.
Street Frontage:	Effectively the Same as in the Before Condition
Access:	Same as in the Before Condition
Traffic Counts:	Assumed to be the Same as in the Before Condition
Soil Conditions:	Same as in the Before Condition
Topography:	Same as in the Before Condition
Flood Hazard:	Same as in the Before Condition
Utilities:	Same as in the Before Condition
Building Description:	Same as in the Before Condition
Site Improvements:	Same as in the Before Condition
Easements & Encumbrances:	Same as in the Before Condition. Additionally, as a result of the project, the subject will be encumbered by a 50 SF permanent sidewalk easement in the northwest corner of the site.

HIGHEST AND BEST USE

Given the extent of the proposed acquisition, all of the subject's locational attributes, zoning, size, shape, soils, utilities, and terrain remain unchanged as a result of the project. Therefore, the highest and best use of the subject remains the same as in the before condition.

EXPOSURE AND MARKETING TIME

Same as in the Before Condition

APPRAISAL PROCEDURES AND TECHNIQUES

As in the before condition, the after value of the subject land is estimated via the sales comparison approach to value.

SALES COMPARISON APPROACH

In the after analysis, the value of the subject land will again be estimated. There is no change in overall site size, and the property characteristics remain effectively the same between the before and after conditions. Furthermore, the highest and best use of the subject remains the same as in the before condition. Therefore, the same comparable sales are used in the after condition as were used in the before condition to estimate the value of the subject property. The comparable land sales grid and narrative analysis are located in the Before Value section of this report. The concluded overall blended value in the before condition was $6,790,200, or $12.00 per SF, for the subject land.

Similar to the before condition, the land area valued by the sales comparison approach in the after condition has an estimated size of 565,844 SF. Of this 565,844 SF, 50 SF will be newly encumbered by a permanent sidewalk easement. Thus, the subject totals 565,794 SF (565,844 SF – 50 SF), net of the new permanent easement. Considering the above, the overall unit price for the unaffected land in the after condition is the same as the before condition, or $12.00 per SF.

Permanent Sidewalk Easement

The first matter to consider is the proposed permanent sidewalk easement. This permanent easement totals 50 SF and is located in the northwest corner of the site, adjacent to existing right-of-way. It is necessary to accommodate the new sidewalk improvements adjacent to the roundabout. While the impact of the proposed permanent easement is generally not distinguishable from market sales, it is often desirable to perform an analysis that

recognizes that the easement will extinguish, or take, certain rights of ownership. Ownership of property can be viewed as a "bundle of rights."

We are appraising the fee simple interest of the subject property, subject to existing easements. The fee simple interest is the most complete form of ownership, and includes the right to use real estate, to sell it, to lease it, to give it away, or to choose to exercise all or none of these rights. By definition, an easement is an interest in real property that conveys use, but not ownership, of a portion of an owner's property. Therefore, the owner still has the right to sell or gift an area affected by an easement. In general, use of land can be broken down into the following categories:

Property Use
Building Coverage
On-Site Parking & Driveways
Open space and Landscaping
Ingress & Egress
Setback Requirements
Density Credits

The proposed permanent sidewalk easement is being acquired for public use along Ulysses Street NE and 117th Avenue NE in the northwest corner of the property. As a result, some use or benefit of ownership should be recognized as being taken. While the sidewalk improvements are a surface encumbrance to the land, it is recognized that the easement area is located within setback requirements as defined by zoning and an existing drainage and utility easement. Thus, the easement area could not be developed in the before condition, and the proposed easement can still be utilized for satisfying setback and density requirements.

Even so, due to the loss of property rights and reduced utility in the area encumbered by the permanent sidewalk easement, it is the appraisers' opinion that the fee value of the land affected by the permanent easement will be reduced in value by approximately 50%. Thus, the remaining contributory value of the subject encumbered by the permanent sidewalk easement is $6.00 per SF ($12.00 per SF x 50%).

Summary

Therefore, the market value of the subject's land as of May 31, 2023, in the after condition, is calculated as follows:

Unaffected Land	565,794 SF	x	$12.00 per SF =	$6,789,528
Land Encumbered by New Sidewalk Easement	50 SF	x	$6.00 per SF =	$ 300
Total Market Value				$6,789,828
			Rounded to	$6,789,800

AFFECTED SITE IMPROVEMENTS

As stated in the Assumptions section of this report, any disturbed lawn or sidewalk areas will be restored as part of the project. Therefore, no damages are concluded to for affected site improvements.

FINAL SUMMATION

Based on the preceding data and analysis, the appraisers' final summation of damages to the subject property, as of May 31, 2023, is presented as follows:

Land Value Before the Acquisition	$6,790,200
Land Value After the Acquisition	$6,789,800
Indicated Damages	$ 400

ADDENDA

CONTINGENT AND LIMITING CONDITIONS

CONTINGENT AND LIMITING CONDITIONS

The value estimates and conclusions in the appraisal are made subject to these assumptions and conditions:

1. No title search has been made and the reader should consult an appropriate attorney or title insurance company for accurate ownership data. Title to the property is assumed to be good and marketable unless otherwise stated.

2. The legal description, furnished or otherwise, is assumed to be correct. No responsibility is assumed for the legal description or for matters including legal or title considerations.

3. The information contained in this report is not guaranteed, but it has been gathered from reliable sources. The appraiser(s) certify that, to the best of their knowledge and belief, the statements, information and materials contained in the appraisal are correct.

4. All value estimates in this report assume stable soil and any necessary soil corrections are to be made at the seller's expense, unless otherwise noted.

5. The site plan, if any, in this report is included to assist the reader in visualizing the property, but we assume no responsibility for its accuracy.

6. The market value herein assigned is based on conditions which were applicable as of the effective date of appraisal, unless otherwise noted.

7. The appraiser(s) that signed this report shall not be required to prepare for, or appear in court, or before any board or governmental body by the reason of the completion of this assignment without predetermined arrangements and agreements.

8. Surveys, plans and sketches may have been provided in this report. These documents may not be complete or be drawn exactly to scale.

9. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person, other than the party to whom it is addressed, without the written consent of the appraiser, and in any event only in its entirety.

10. Information in the appraisal relating to comparable market data is more fully documented in the confidential file in the office of the appraiser.

11. All studies and field notes are secured in our files for future reference.

12. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined and considered in the appraisal report. It is also assumed that the utilization of the land and any improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted within the report.

13. The distribution of the total valuation in this report between land and any improvements, if stated, applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

14. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless non-compliance is stated, defined and considered in the appraisal report.

15. The appraiser was not aware of the presence of soil contamination on the subject property, unless otherwise noted in this appraisal report. The effect on market value due to contamination was not considered in this appraisal, unless otherwise stated.

16. The appraiser was not aware of the presence of asbestos or other toxic contaminants in any building(s) located on the site, unless otherwise noted in this report. The effect on market value, due to contamination was not considered in this appraisal, unless otherwise stated.

17. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any detrimental environmental conditions, or for any expertise or engineering knowledge required to discover such substances. The client is urged to retain an expert in this field, if desired.

18. The value stated in this report is fee simple, assuming responsible ownership and management, unless otherwise indicated. This appraisal recognizes that available financing is a major consideration by typical purchasers of real estate in the market, and the appraisal assumes that financing is or was made available to purchasers of the property described herein.

19. The appraiser has neither present nor contemplated interest in the property appraised and employment is not contingent upon the value reported.

20. Unless otherwise stated in this report, the appraiser has not made a survey or analysis to determine whether any buildings on the property are in compliance with "The Americans with Disabilities Act" (ADA). If the property is not in compliance with the ADA, it could have a negative effect on the value of the property.

21. The property is appraised free and clear of any or all liens or encumbrances, unless otherwise stated.

APPRAISER QUALIFICATIONS

CERTIFICATION OF NATHAN A. WAREHAM

PROFESSIONAL AFFILIATIONS

Practicing Affiliate, Appraisal Institute
Certified General Real Property Appraiser, Minnesota License No. 40525462

BUSINESS EXPERIENCE

Patchin Messner Valuation Counselors, Associate Appraiser, January 2017 to Present
Dakota County Assessor's Office, Commercial Appraisal Intern, 2016 (summer)
Bloom Commercial Real Estate, Retail Brokerage Intern, 2016 (spring)

EDUCATIONAL BACKGROUND

Bachelor of Science Degree in Real Estate, University of St. Thomas
Bachelor of Arts Degree in Finance, University of St. Thomas

SPECIALIZED REAL ESTATE TRAINING

Real Estate Principles, University of St. Thomas, 2015
Real Estate Market Analysis, University of St. Thomas, 2015
Real Estate Law, University of St. Thomas, 2016
Real Estate Finance/Investments, University of St. Thomas, 2016
Real Estate Development, University of St. Thomas, 2016
Basic Appraisal Principles, McKissock Educational Services, 2017
Basic Appraisal Procedures, McKissock Educational Services, 2017
National USPAP 15-Hour Course (2016-2017), McKissock Educational Services, 2017
Supervisory Appraiser/Trainee Appraiser Course, North Star Chapter, 2017
Business Practices and Ethics, North Star Chapter, 2018
Statistics, Modeling and Finance, McKissock Educational Services, 2018
General Appraiser Site Valuation and Cost Approach, North Star Chapter, 2020
General Appraiser Income Approach, North Star Chapter, 2022
National USPAP 7-Hour Update Course, North Star Chapter, 2022
General Appraiser Report Writing & Case Studies, Appraisal Institute, 2022
General Appraiser Market Analysis and Highest & Best Use, Appraisal Institute, 2022
Expert Witness for Commercial Appraisers, McKissock Educational Services, 2022
Commercial Appraisal Review, McKissock Educational Services, 2022
General Appraiser Sales Comparison Approach, North Star Chapter, 2023

RELATED EXPERIENCE

Assisted in the 2017 Dakota County property tax assessment; primarily focused on multi-family properties.

APPRAISAL CLIENTS

Carver County
City of Buffalo
City of Burnsville
City of Chanhassen
City of Cottage Grove
City of Elk River
City of Minnetonka
City of South St. Paul
City of St. Louis Park
City of St. Paul
Dakota County
DeWitt LLP
Great River Energy
Hennepin County
Henning Professional Services, Inc.
Kimley-Horn
Lennar Corporation
Metropolitan Council
Minnesota Department of Transportation
Scott County
Stinson LLP
WSB & Associates, Inc.
Xcel Energy

QUALIFICATIONS OF JASON L. MESSNER

PROFESSIONAL AFFILIATIONS

MAI Member, Appraisal Institute
CRE Member, The Counselors of Real Estate
Certified General Real Property Appraiser, Minnesota License No. 4000836
Certified General Real Property Appraiser, North Dakota License No. TP-219038
Certified General Real Property Appraiser, Iowa, License No. CG04070
Member, Minneapolis Area Association of Realtors
Member (No. 6591), International Right of Way Association

BUSINESS EXPERIENCE

Patchin Messner Valuation Counselors, President/Principal, 2001 to Present
Patchin Messner Appraisals, Inc., Principal, 1995 to 2000
Peter J. Patchin & Associates, Inc., Associate Appraiser, 1986-1994
Century 21 Granite City Real Estate, Residential Salesperson, 1985

EDUCATIONAL BACKGROUND

Bachelor of Science Degree, St. Cloud State University, majored in Real Estate, graduated Magna Cum Laude, 1986
Associate in Arts Degree in Business Administration, Willmar Community College, graduated with honors, 1984

SPECIALIZED REAL ESTATE TRAINING

Basic Valuation Procedures, American Institute of Real Estate Appraisers, 1986
Real Estate Appraisal Principles American Institute of Real Estate Appraiser, 1986
Capitalization Theory and Techniques (Part A), A.I.R.E.A., Minneapolis, MN, 1987
Standards of Professional Practice, A.I.R.E.A., Minneapolis, MN, 1988; Appraisal Institute, Minneapolis, MN, 1994
Capitalization Theory and Techniques (Part B), A.I.R.E.A., Minneapolis, MN, 1989
Case Studies in Real Estate Valuation, American Institute of Real Estate Appraisers, Minneapolis, MN, 1990
Report Writing & Valuation Analysis, Appraisal Institute, Minneapolis, MN, 1991

SEMINARS ATTENDED

Appraisal Institute
Condemnation: Legal Rules and Appraisal Practices
Special-Purpose Properties: The Challenges of Real Estate Appraising in Limited Markets
New Industrial Valuation
The Road Less Traveled: Special Purpose Properties
National Uniform Standards of Professional Appraisal Practice Update
The Appraiser as Expert Witness
The Appraisal of Local Retail Properties
Valuation of Detrimental Conditions in Real Estate
Analyzing Distressed Real Estate
Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book)
Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets
Appraising the Appraisal: Appraisal Review-General
Complex Litigation Appraisal Case Studies
Real Estate Valuation in Condemnation Appraising in Minnesota

APPRAISAL EXPERIENCE

Preparation of appraisals for condemnation, tax appeal, litigation, financing, debt restructuring, acquisition/disposal, and special assessment appeal. Properties appraised include: office buildings, warehouses, service stations, manufacturing plants, medical and veterinary clinics, shopping centers,

restaurants, apartment buildings, subsidized housing, research and redevelopment buildings, grain elevators, flour mills, special–purpose properties, lands, air rights, avigation easements, utility easements, highway easements, and environmentally impaired properties. Specialize in litigation valuation of commercial, industrial, development land and investment properties.

RELATED EXPERIENCE

Participant in the writing of The Effect of Contamination on The Market Value of Property, Federal Highway Admin.; Office of Right-of-Way, Washington, DC, 1993

Faculty participant at the Hazardous Waste Litigation seminar, Minnesota Institute of Legal Education, 1995

Adjunct lecturer on environmental appraisal issues, University of St. Thomas, Minneapolis., MN, 1996 and 2002

Faculty participant at the Annual Right-of-Way Professionals Conference, Minnesota Department of Transportation, 2004, 2005 and 2007

Metro/Minnesota Chapter of the Appraisal Institute; Education Coordinator – 1997 through 2001, Secretary – 2001, Vice President – 2002, President – 2003, Region III Representative - 2008 through 2011. National Board of Directors of the Appraisal Institute, 2012 through 2016 and 2021 to present.

APPRAISAL CLIENTS

Alliant Techsystems, Inc.
Bank of America
B.P. Oil Pipeline Company
Burlington Northern Railroad Company
Campbell Soup Company
Ceridian Corporation
CMC Heartland Partners
Deluxe Check Corporation
Equitable Life Assurance Co.
Exxon Mobil Corporation
Farm Credit Services
First Bank Systems
Great River Energy
Honeywell, Inc.
IBM Corporation
IDS Financial Services
Internal Revenue Service
Jostens, Inc.
LaSalle National Bank
Lockheed Martin
Louisville Regional Airport Authority
Medtronic, Inc.
Metropolitan Airports Commission
Minneapolis Community Planning and Economic Development (CPED)
Minnesota Department of Transportation
3M Corporation
Northwest Airlines, Inc.
Northwestern Mutual Life Insurance Co.
Old Dutch Foods
Philips Lighting
Resolution Trust Corporation
Reynolds Metals Company
Soo Line Railroad Company
Unisys Corporation
University of Minnesota
U.S. Environmental Protection Agency
U.S. Fish & Wildlife
U.S. Postal Service
Wells Fargo
Williams Pipeline Company
Xcel Energy

Other clients include various Cities (Andover, Belle Plaine, Bloomington, Brooklyn Center, Burnsville, Cambridge, Chanhassen, Chaska, Cokato, Columbia Heights, Crystal, Duluth, Elk River, Farmington, Jordan, Lake City, Lino Lakes, Marshall, Medina, Minneapolis, Minnetonka, New Brighton, New Prague, Osseo, Prior Lake, Ramsey, Richfield, Robbinsdale, Rochester, St. Paul, St. Louis Park, Savage, Shakopee and Victoria), and Counties (Anoka, Benton, Brown, Carver, Clay, Dakota, Douglas, Goodhue, Hennepin, Jackson, McLeod, Murray, Nicollet, Otter Tail, Ramsey, Scott, Sherburne, Stearns, Steele and Washington), in the State of Minnesota.

COURT EXPERIENCE

Qualified as an expert witness in Minnesota Tax Court, U. S. District Court (Minnesota), Anoka, Carver, Dakota, Goodhue, Hennepin, Isanti, Rice, Scott, Wabasha, Washington and Wright County District Court and various Commission Hearings.

City of Blaine
Staff Report

File Number: RES 24-27

Agenda Date	Status
February 5, 2024	
In Control	**File Type**
City Council	Resolution

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

Agenda Item # 8.13

Resolution to Receive Petition and Order Public Hearing for Vacation of Drainage and Utility Easement, lying over, under and across Outlot D, Quail Creek 10th Addition; except that part as platted as Woods of Quail Creek 5th Addition; according to the recorded plat thereof, Anoka County, Minnesota; Vacation No. V24-01

Executive Summary

The City received a petition dated January 15, 2024 from Paul Gagnon representing PSG Meridian LLC, requesting the vacation of the Drainage and Utility Easement, lying over, under and across Outlot D, Quail Creek 10th Addition; except that part as platted as Woods of Quail Creek 5th Addition; according to the recorded plat thereof, Anoka County, Minnesota; see Attached Exhibit A for Description.

Background

The property was originally platted as Outlot D, Quail Creek 10th Addition. The existing drainage and utility easements are no longer needed and new easements will be platted in accordance to requirements with the platting of Quail Creek 13th Addition. Engineering staff has reviewed the request and agrees with the vacation. New easements will be created with the record plat for Quail Creek 13th Addition

Schedule of Actions

2/5/2024	Receive Petition and Order Public Hearing
3/4/2024	Public Hearing and Adopt Vacation Resolution

Strategic Plan Relationship

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

Board/Commission Review

This item was not presented to any boards or commissions. Public input will be received by council at the Public Hearing on March 4, 2024.

Financial Impact

No Financial Impact to the city for this request.

Public Outreach/Input

Notice will be officially published for the calling of the Public Hearing on March 4, 2024.

Staff Recommendation

By motion, adopt the Resolution.

Attachment List

1. petition - signed
2. Exhibit A Easement Vacation

City of Blaine

Signature Copy

Resolution: RES 24-27

Resolution to Receive Petition and Order Public Hearing for Vacation of Drainage and Utility Easement, lying over, under and across Outlot D, Quail Creek 10th Addition; except that part as platted as Woods of Quail Creek 5th Addition; according to the recorded plat thereof, Anoka County, Minnesota; Vacation No. V24-01

WHEREAS, the City Council has received a petition dated the 15th day of January, 2024, requesting vacation of all of the drainage and utility easements lying over, under and across Outlot D, Quail Creek 10th Addition; except that part as platted as Woods of Quail Creek 5th Addition; according to the recorded plat thereof, Anoka County, Minnesota; as shown in Exhibit A (attached); and

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

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

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

2. A Public Hearing shall be held on the proposed vacation at 7:00 PM on the 4th day of March, 2024 and the City Clerk shall give mailed and published notice of such hearing and vacation as required by law.

PASSED by the City Council of the City of Blaine this 5th day of February, 2024.

City of Blaine

PETITION TO VACATE DRAINAGE AND UTILITY EASMENT

DATE	1-15-2024

TO: The Mayor and Council Members, City of Blaine:

The undersigned represent that they are the majority of owners of real property abutting:

Drainage and Utility easement lying over, under and across Outlot D, Quail Creek 10th Addition; except that part as platted as Woods of Quail Creek 5th Addition; according to the recorded plat thereof, Anoka County, Minnesota;

see Attached Exhibit A for Description

and petition that said portion of said drainage and utility easements be vacated.

The facts and reasons for this application are as follows:

The existing drainage and utility easements are no longer needed and new easements will be platted in accordance to requirements with the platting of Quail Creek 13th Addition.

In consideration of vacating the drainage and utility easements as herein petitioned the undersigned hereby jointly and severally waive any and all claims for any damages resulting from the vacating and discontinuing of said drainage and utility easements.

Signature of Owner	Address	Legal Description of Property
	PO Box 7077	Outlot D,
	Jackson, Wy	Quail Creek 10th Addition
PSG Meridian LLC	83002	
by PAUL GAGNON		

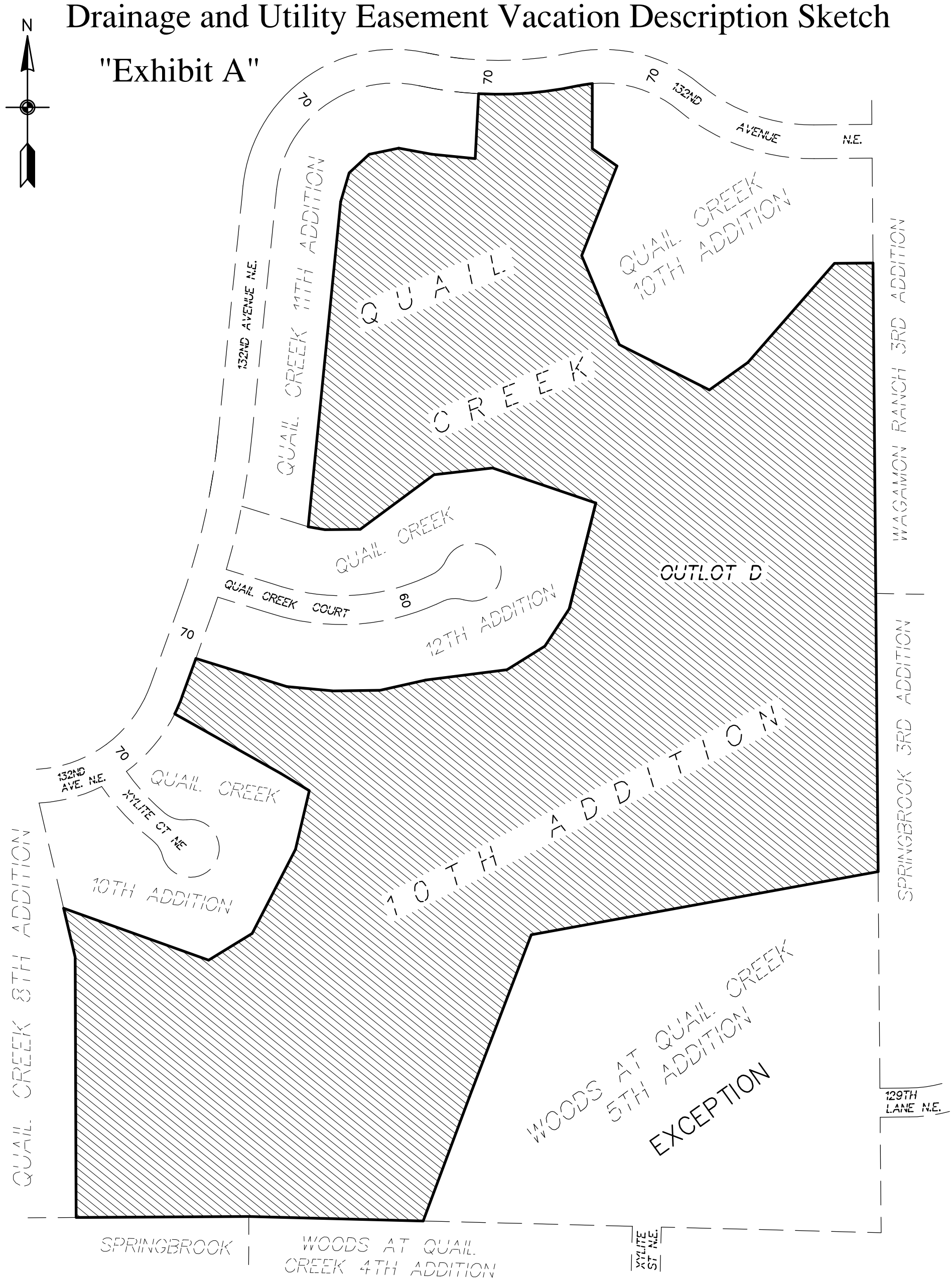
This petition was circulated by:

Name of Petitioner		Telephone No.	
Street		City/State/Zip	

In accordance with the Minnesota Government Data Practices Act, the City of Blaine hereby informs you that some or all the information you are asked to provide is classified as private. Private data is available to you and to City staff who require it in the performance of their duties, but not to the public. The remainder of the information, including telephone numbers, is classifed as public, and is available to the public. This information will be used to contact you in case of changes. You may choose to withold this information, however if you do, the City of Blaine may not be able to process your application for the permit or license.

Drainage and Utility Easement Vacation Description Sketch

"Exhibit A"



GRAPHIC SCALE

0 100 200 400

(IN FEET)
(11x17 sheet)

EASEMENT VACATION DESCRIPTION:

All of the easements lying over, under, and across that part of Outlot D, as created and dedicated in the plat of QUAIL CREEK 10TH ADDITION, Anoka County, Minnesota, EXCEPT that part platted as WOODS AT QUAIL CREEK 5TH ADDITION, according to the recorded plat thereof, Anoka County, Minnesota.

Denotes Easement Vacation Area

CARLSON McCAIN
ENGINEERING
SURVEYING
ENVIRONMENTAL

3890 PHEASANT RIDGE DRIVE NE, SUITE 100, BLAINE, MN 55449
TEL 763.489.7900 \ FAX 763.489.7959 \ CARLSONMCCAIN.COM

xxx | 10691_d&u easement vacation

Save Date: 12/04/23 f:\jobs\10681 - 10700\10691 - quail creek 13th addition\cad c3d\survey\description sketches\10691_d&u easement vacation.dwg

City of Blaine
Staff Report

File Number: RES 24-26

Agenda Date	Status
February 5, 2024	
In Control	**File Type**
City Council	Resolution

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

Agenda Item # 9.1

Resolution Adopting Assessment for 2022 Street Reconstructions, Improvement Project No. 22-04

Executive Summary

Improvement Project No. 22-04 was ordered by the City Council on February 7, 2022 with Resolution 22-018. A construction contract was awarded to Park Construction Company by the City Council on June 6, 2022 with Resolution No. 22-100 and construction was completed in the summer of 2023.

Background

Improvement Project No. 22-04 included the following project areas: Project Area 1:

•123rd Avenue from Buchanan Street to Ulysses Street
•124th Court from West cul-de-sac to Buchanan Street
•124th Court from West cul-de-sac to Pierce Street
•124th Lane from Pierce Street to Buchanan Street
•Pierce Street from 123rd Avenue to 124th Lane
•Pierce Court from Pierce Street to east cul-de-sac
•Buchanan Street from Paul Parkway to 124th Lane

Project Area 2:
•126th Avenue from Polk Street to Taylor Street
•126th Lane from Taylor Street to Buchanan Street
•127th Avenue from Taylor Street to Buchanan Street
•127th Lane from Taylor Street to Central Avenue
•Polk Street from 125th Avenue to 126th Avenue
•Taylor Street from 126th Avenue to 129th Avenue
•Buchanan Street from 126th Avenue to 127th Lane

Project Area 3:
•129th Avenue from 180' West of Isanti Street to Radisson Road

The total cost of the project is as follows:

Construction Costs:	$3,845,099.09
Engineering Costs:	$748,565.09
Interest:	$63,773.17
Administration, Assessing, Other:	$252,219.23
Total:	$4,909,656.58

The total project cost indicated in the Feasibility Report was $5,290,576.00.

The Assessment Roll has been prepared consistent with the Feasibility Report. Of the total cost, the amount to be assessed is $1,002,400.22. The Public Utility Funds will contribute $407,896.69 for water and sanitary sewer improvements, Pavement Management Program funds will contribute $3,099,980.09 and MSAS will contribute $399,379.58.

City staff received one application for deferment of special assessments. Staff has reviewed the application and the resident at 1919 129th Avenue NE, Blaine, MN 55449 has met the criteria for senior deferment. Staff is recommending that council approve the deferment and direct staff to adjust the assessment roll to reflect the deferment on 1919 129th Avenue NE, Blaine, MN 55449.

Strategic Plan Relationship

The 2022 Street Reconstructions project aligns with the City's strategic plan goal of infrastructure management by providing high-quality street surfaces.

Board/Commission Review

N/A

Financial Impact

Assessments will be levied over 15 years and will be used to fund repayment of any debt issued for the project. That portion of the debt not funded via special assessments will be funded through an annual debt service tax levy. The amount to be assessed is $1,002,400.22.

Public Outreach/Input

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

Staff Recommendation

By motion, adopt the resolution and recommend that council approve deferment application for the parcel located at 1919 129th Avenue NE, Blaine, MN 55449 under the city's assessment policy for Deferment of Special Assessments for Senior Citizens.

Attachment List

1. 2022 Street Reconstructions Location Map
2. 22-04 Proposed Final Assessment Roll

City of Blaine

Signature Copy

Resolution: RES 24-26

Resolution Adopting Assessment for 2022 Street Reconstructions, Improvement Project No. 22-04

WHEREAS, a contract was entered into for concrete curb and gutter repair and/or replacement, minor storm drainage improvements, spot
water main repair, asphalt surface replacement, traffic control signage replacement, and appurtenant construction, and appurtenant construction in the following described areas:

Project Area 1:
•123rd Avenue from Buchanan Street to Ulysses Street
•124th Court from West cul-de-sac to Buchanan Street
•124th Court from West cul-de-sac to Pierce Street
•124th Lane from Pierce Street to Buchanan Street
•Pierce Street from 123rd Avenue to 124th Lane
•Pierce Court from Pierce Street to east cul-de-sac
•Buchanan Street from Paul Parkway to 124th Lane

Project Area 2:
•126th Avenue from Polk Street to Taylor Street
•126th Lane from Taylor Street to Buchanan Street
•127th Avenue from Taylor Street to Buchanan Street
•127th Lane from Taylor Street to Central Avenue
•Polk Street from 125th Avenue to 126th Avenue
•Taylor Street from 126th Avenue to 129th Avenue
•Buchanan Street from 126th Avenue to 127th Lane

Project Area 3:
•129th Avenue from 180' West of Isanti Street to Radisson Road

AND WHEREAS, the construction cost for such improvement is $3,845,099.09 and the expenses incurred in the making of said improvements amount to be $1,064,557.49 making the total cost $4,909,656.58.

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

1. The proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special
assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the improvement in
the amount of the assessment levied against it.

2. The owner of any property so assessed may within thirty (30) days of the adoption of this resolution pay the whole of the assessment with no interest to the City's Special Assessment Clerk or make partial prepayment in the amount of at least ten percent (10%) of the total assessment to the City's Special Assessment Clerk with no interest. Any remaining assessment will be payable according to this resolution.

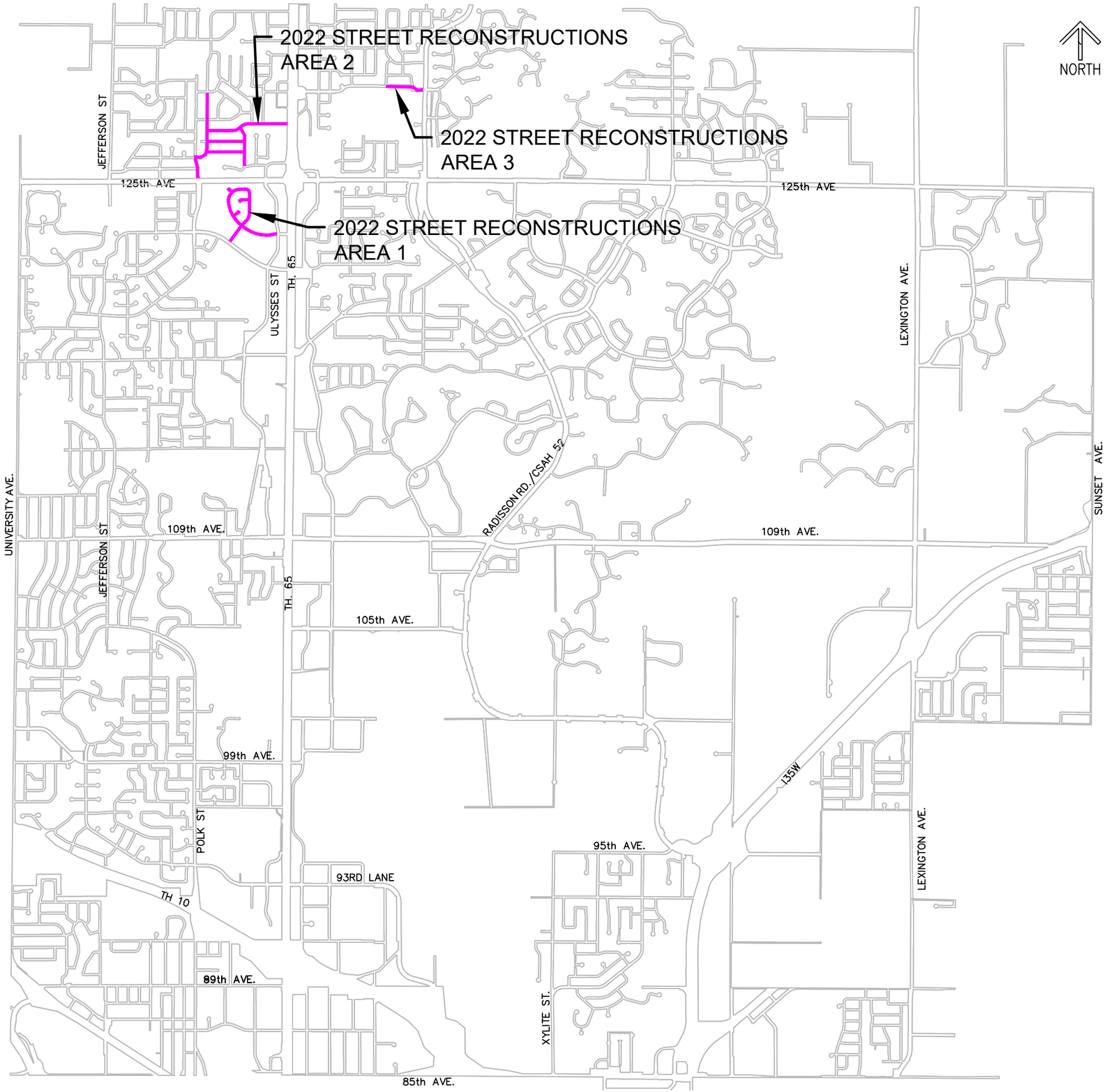
3. Assessments shall be payable in annual installments extending over a period of fifteen (15) years. The first of the installments to be payable on or before the first Monday in January, 2025. Installments shall bear interest at the rate of five and five tenths percent (5.5%) per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2024. To each subsequent installment when due shall be added interest for one (1) year on all unpaid installments.

4. The owner of any property so assessed may, at any time prior to certification of the assessment to the county Auditor, as herein provided, pay the whole of the assessment against any parcel with interest accrued to the date of payment to the City's Special Assessment Clerk, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and he may at any time thereafter prior to November 15 pay to the City's Special Assessment Clerk the entire amount of the assessment remaining unpaid with the interest accrued to December 31st of the year in which such payment is made.

5. The owner of any property so assessed may at any time thereafter pay to the City's Special Assessment Clerk the remaining principal after payment of the current installment prior to November 15 of any year with no further interest charged on the remaining principal.

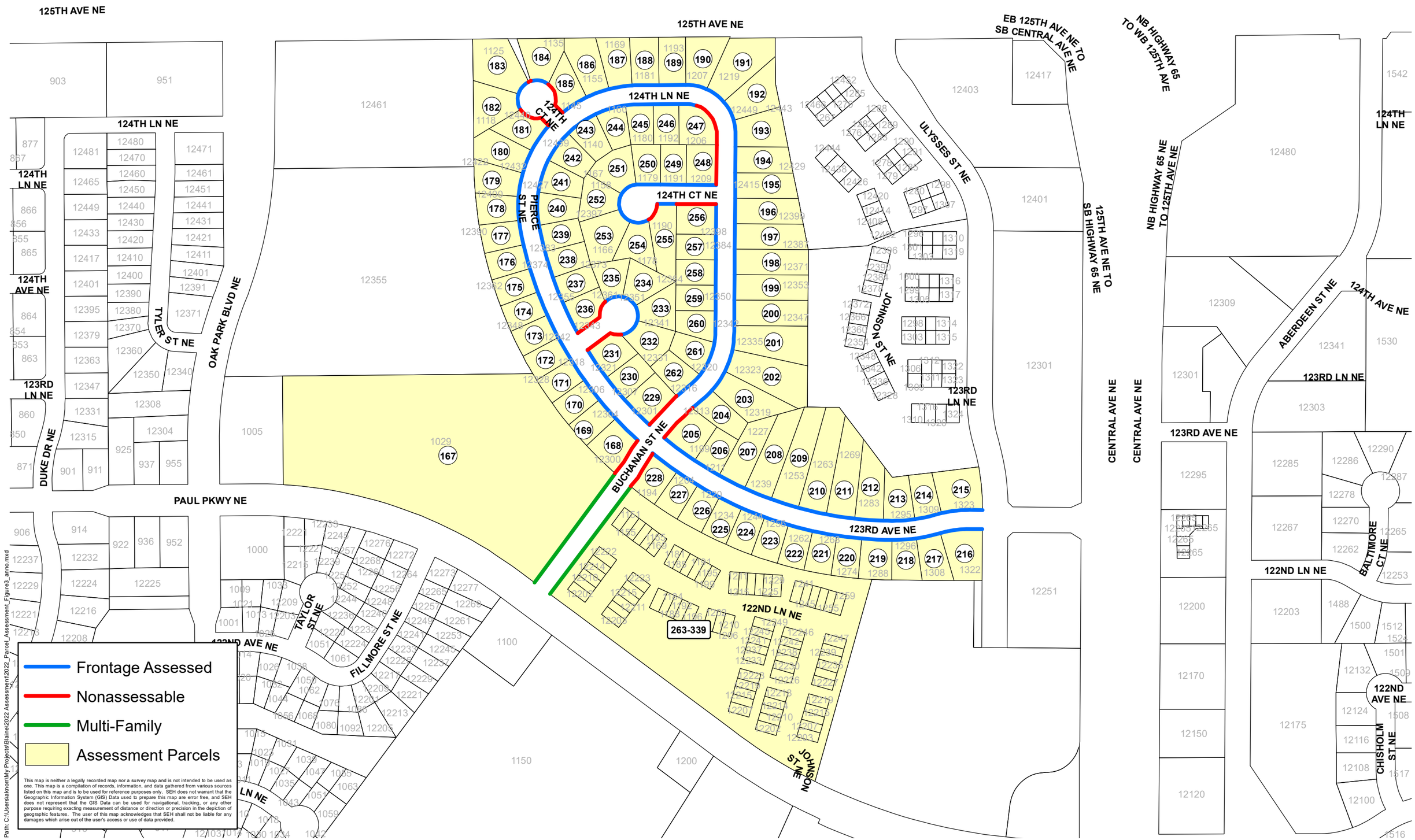
6. The City Manager shall forthwith transmit a certified duplicate copy of this assessment to the County Auditor to be extended on the proper tax lists of the County and such assessments shall be collected and paid in the same manner as other municipal taxes.

PASSED by the City Council of the City of Blaine this 5th day of February, 2024.



2022 STREET RECONSTRUCTIONS
PROJECT NO. 22-04
CITY OF BLAINE
PAVEMENT MANAGEMENT PROGRAM

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

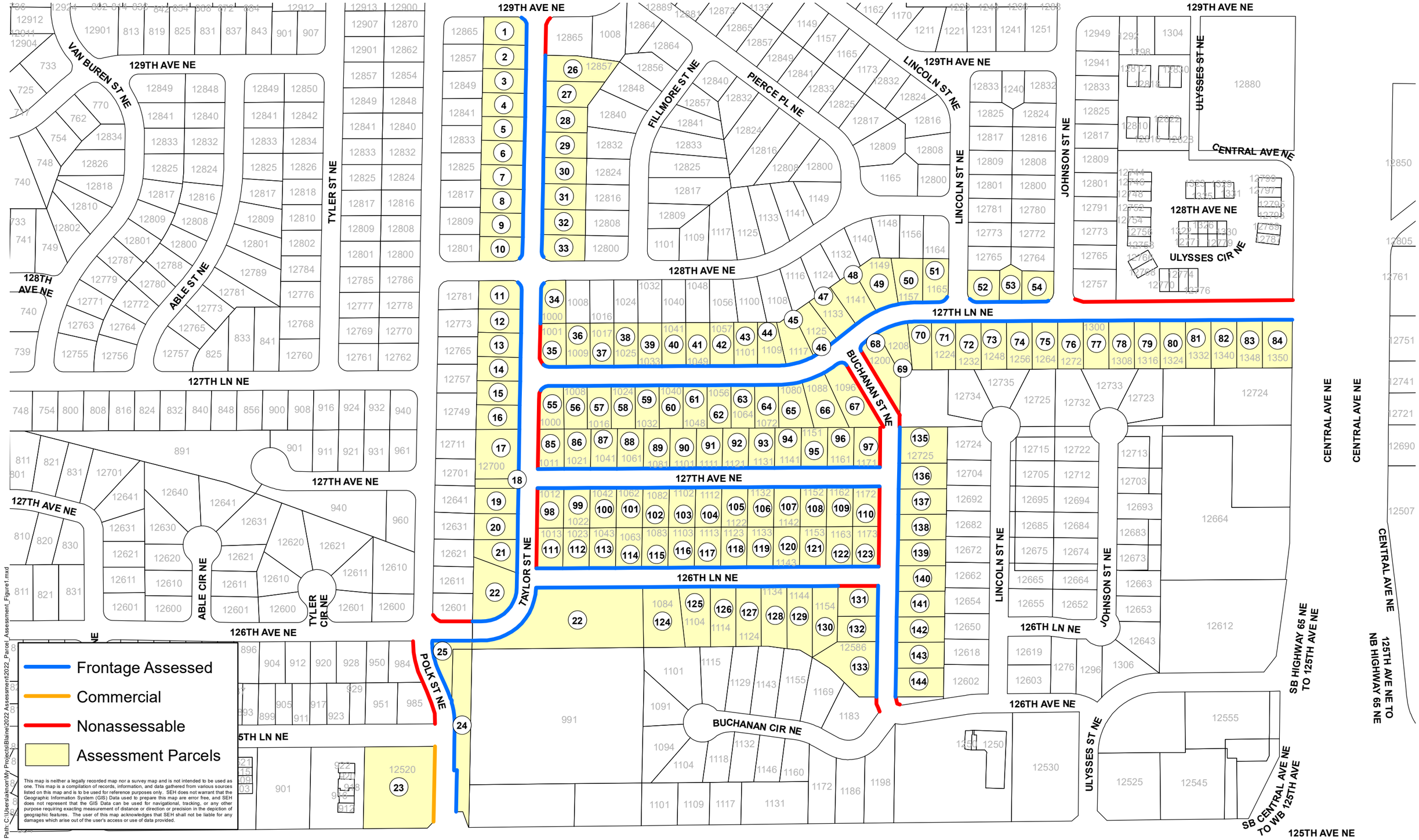


Project Number: BLAIN 159199
Print Date: 12/7/2021

1 inch = 275 feet

PROJECT AREA 1 - (123rd Ave. Area)
Blaine, Minnesota

EXHIBIT 8
2022 Streets



Project Number: BLAIN 159199
Print Date: 12/30/2021

SEH

1 inch = 275 feet

PROJECT AREA 2 - (127th Ave. Area)
Blaine, Minnesota

EXHIBIT 9
2022 Streets

Frontage Assessed

Nonassessable

Assessment Parcels

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

Path: C:\Users\aknorr\My Projects\Blaine\2022 Assessment\2022_Parcel_Assessment_Figure2.mxd

Project Number: BLAIN 159199
Print Date: 12/7/2021

1 inch = 100 feet

PROJECT AREA 3 - (129th Ave. Area)
Blaine, Minnesota

EXHIBIT 10
2022 Streets

PROJECT 22-04

2022 STREET RECONSTRUCTIONS

PROJECT AREA 1 (123RD AVE. AREA)

CITY OF BLAINE

SINGLE FAMILY RESIDENTIAL

PROPOSED FINAL ASSESSMENT ROLL

ASSESSMENT RATE BREAKDOWN

CONSTRUCTION COSTS*		$546,056				
ADMINISTRATIVE COSTS		$151,181				
TOTAL COST		$697,237				
	RESIDENTIAL RATE	x 35%		TOTAL FRONT FOOTAGE		RESIDENTIAL ASSESSMENT RATE PER FRONT FOOT
ASSESSABLE COST		**$244,033**	÷	**10307.0 LF**	=	**$23.68**

*(CONSTRUCTION COSTS DO NOT INCLUDE WATER MAIN, SANITARY SEWER, DRIVEWAY REPLACEMENT, SIDEWALK, AND LANDSCAPING/IRRIGATION COSTS)

RESIDENTIAL ASSESSMENT RATE PER FRONT FOOT		ASSESSABLE SINGLE FAMILY RESIDENTIAL FOOTAGE		AMOUNT ASSESSED		ASSESSABLE RESIDENTIAL LOT UNITS		ASSESSMENT RATE PER RESIDENTIAL LOT UNIT
$23.68	**X**	**9194.0 LF**	=	**$217,713.92**	÷	**95**	=	**$2,291.73**

SPECIAL ID	PROPERTY PIN	PROPERTY ADDRESS	PROPERTY OWNER	ASSESSABLE RESIDENTIAL LOT UNITS	ASSESSMENT RATE PER RESIDENTIAL LOT UNIT	PROPOSED ASSESSMENT
168	83123230087	12300 PIERCE ST NE	NDAGA, VERONICA	1	$2,291.73	$2,291.73
169	83123220017	12304 PIERCE ST NE	TIRADO J JESUS GOMEZ	1	$2,291.73	$2,291.73
170	83123220016	12306 PIERCE ST NE	SERBUS SCOTT T & PATRICIA N	1	$2,291.73	$2,291.73
171	83123220015	12318 PIERCE ST NE	THELEN, JANE M	1	$2,291.73	$2,291.73
172	83123220014	12328 PIERCE ST NE	TEKLE, BELEN	1	$2,291.73	$2,291.73
173	83123220013	12342 PIERCE ST NE	REDDINGTON MELISSA V	1	$2,291.73	$2,291.73
174	83123220030	12348 PIERCE ST NE	MATHIASON DANIEL L & KRISTINE	1	$2,291.73	$2,291.73
175	83123220029	12362 PIERCE ST NE	HERNANDEZ CORTES ANGEL U	1	$2,291.73	$2,291.73
176	83123220028	12374 PIERCE ST NE	HANS TRUSTEE, RANDELL J	1	$2,291.73	$2,291.73
177	83123220027	12390 PIERCE ST NE	LAUTIZI STEVEN E & TAMMY	1	$2,291.73	$2,291.73
178	83123220026	12400 PIERCE ST NE	LAM, TRAM M	1	$2,291.73	$2,291.73
179	83123220025	12422 PIERCE ST NE	GUERRA ROBERTO & CORNELL MICHELLE LYNN	1	$2,291.73	$2,291.73
180	83123220024	12432 PIERCE ST NE	MALIKOWSKI CHAD & WELTER SALLY	1	$2,291.73	$2,291.73
181	83123220023	12440 PIERCE ST NE	WELLS, BONNIE JEAN	1	$2,291.73	$2,291.73
182	83123220022	1118 124TH CT NE	SCHALESKY ALWOOD JAMES	1	$2,291.73	$2,291.73
183	83123220021	1125 124TH CT NE	LUX CRAIG M & BARBARA M	1	$2,291.73	$2,291.73
184	83123220019	1135 124TH CT NE	IHEANACHO OKECHUKWU	1	$2,291.73	$2,291.73
185	83123220020	1145 124TH LN NE	ICKLER KIM L & BETTY L	1	$2,291.73	$2,291.73
186	83123220042	1155 124TH LN NE	DANG HOAPHUONG T & NGUYEN KHUE	1	$2,291.73	$2,291.73
187	83123220041	1169 124TH LN NE	HARGROVE ERIC J & LEAH M	1	$2,291.73	$2,291.73
188	83123220040	1181 124TH LN NE	DHEIN AMANDA J	1	$2,291.73	$2,291.73
189	83123220039	1193 124TH LN NE	DINH THOAT T & NGUYEN MAI T	1	$2,291.73	$2,291.73
190	83123210025	1207 124TH LN NE	DOLINSKY MARY LOU & BAXLEY J L	1	$2,291.73	$2,291.73
191	83123210024	1219 124TH LN NE	SPARRE CHAD D & SHEILA I	1	$2,291.73	$2,291.73
192	83123210023	12449 BUCHANAN ST NE	LARSON T M & K T CARPENTER-	1	$2,291.73	$2,291.73
193	83123210022	12443 BUCHANAN ST NE	MARTIMO JEANETTE	1	$2,291.73	$2,291.73
194	83123210021	12429 BUCHANAN ST NE	HENDRICKSON BRENT H & C R	1	$2,291.73	$2,291.73
195	83123210020	12415 BUCHANAN ST NE	KROHNBERG TERRY R & SUSAN M	1	$2,291.73	$2,291.73
196	83123210019	12399 BUCHANAN ST NE	SHINDE DEVENDRA	1	$2,291.73	$2,291.73
197	83123210018	12387 BUCHANAN ST NE	ALWIN, PETER S	1	$2,291.73	$2,291.73
198	83123210017	12371 BUCHANAN ST NE	PUTZ, KRISTINE E	1	$2,291.73	$2,291.73
199	83123210016	12353 BUCHANAN ST NE	WIRKKULA, EMILY M	1	$2,291.73	$2,291.73
200	83123210015	12347 BUCHANAN ST NE	SMITH TIMOTHY E & KATHLEEN M	1	$2,291.73	$2,291.73
201	83123210014	12335 BUCHANAN ST NE	FRANCIS RIGOBERTO F & MIESCHE	1	$2,291.73	$2,291.73

PROJECT 22-04

2022 STREET RECONSTRUCTIONS

PROJECT AREA 1 (123RD AVE. AREA)

CITY OF BLAINE

SINGLE FAMILY RESIDENTIAL

PROPOSED FINAL ASSESSMENT ROLL

ASSESSMENT RATE BREAKDOWN

CONSTRUCTION COSTS*		$546,056	*(CONSTRUCTION COSTS DO NOT INCLUDE WATER MAIN, SANITARY SEWER, DRIVEWAY REPLACEMENT, SIDEWALK, AND LANDSCAPING/IRRIGATION COSTS)			
ADMINISTRATIVE COSTS		$151,181				
TOTAL COST		$697,237			RESIDENTIAL ASSESSMENT RATE	
	RESIDENTIAL RATE	x 35%		TOTAL FRONT FOOTAGE	PER FRONT FOOT	
ASSESSABLE COST		**$244,033**	÷	**10307.0 LF**	=	**$23.68**

202	83123210013	12323 BUCHANAN ST NE	DISTEL MARK D	1	$2,291.73	$2,291.73
203	83123210012	12319 BUCHANAN ST NE	BOYER CHRISTOPHER W	1	$2,291.73	$2,291.73
204	83123210011	12313 BUCHANAN ST NE	BEAUDETTE JESSICA & JOSEPH	1	$2,291.73	$2,291.73
205	83123210008	1199 123RD AVE NE	BARNEY JEROME R	1	$2,291.73	$2,291.73
206	83123240005	1211 123RD AVE NE	MARLOW RYAN J & TAMMY L	1	$2,291.73	$2,291.73
207	83123240006	1227 123RD AVE NE	VAN HORN MICHAEL G & RANDELL K	1	$2,291.73	$2,291.73
208	83123240007	1239 123RD AVE NE	RADER RICHARD JOHN & PATRICIA	1	$2,291.73	$2,291.73
209	83123240008	1253 123RD AVE NE	ABDI, ADBIRASHID	1	$2,291.73	$2,291.73
210	83123240009	1263 123RD AVE NE	BUCKREY, BENJAMIN J	1	$2,291.73	$2,291.73
211	83123240010	1269 123RD AVE NE	KRAWCZYK JAMES J	1	$2,291.73	$2,291.73
212	83123240011	1283 123RD AVE NE	WHEELAN DANNY R & JULIANNE M	1	$2,291.73	$2,291.73
213	83123240012	1295 123RD AVE NE	BURNS, TYRONE	1	$2,291.73	$2,291.73
214	83123240013	1309 123RD AVE NE	HEIT JAMES L & LAUREL N	1	$2,291.73	$2,291.73
215	83123240014	1323 123RD AVE NE	HAYFORD, HEIDI	1	$2,291.73	$2,291.73
216	83123240025	1322 123RD AVE NE	RAZZAQI, SYED S	1	$2,291.73	$2,291.73
217	83123240024	1308 123RD AVE NE	MATTSON ROBERT J & GAIDA M L	1	$2,291.73	$2,291.73
218	83123240023	1296 123RD AVE NE	QUESNELL, GERALDINE B	1	$2,291.73	$2,291.73
219	83123240022	1288 123RD AVE NE	PROM, BORY	1	$2,291.73	$2,291.73
220	83123240021	1274 123RD AVE NE	MUREITHI, CHRIS M	1	$2,291.73	$2,291.73
221	83123240020	1268 123RD AVE NE	KHAN, NADIYA	1	$2,291.73	$2,291.73
222	83123240019	1262 123RD AVE NE	EVANS THOMAS J & SARA S	1	$2,291.73	$2,291.73
223	83123240018	1256 123RD AVE NE	GARCIA III, JOSEPH	1	$2,291.73	$2,291.73
224	83123240017	1244 123RD AVE NE	FRUKE, BRIAN	1	$2,291.73	$2,291.73
225	83123240016	1234 123RD AVE NE	STOTTLER, CAM	1	$2,291.73	$2,291.73
226	83123240015	1220 123RD AVE NE	TESCH, FIANNA CRYSIA	1	$2,291.73	$2,291.73
227	83123230086	1204 123RD AVE NE	MORKEN MATTHEW J & TAMARA L	1	$2,291.73	$2,291.73
228	83123230085	1194 123RD AVE NE	WELLE PAUL A	1	$2,291.73	$2,291.73
229	83123220012	12301 PIERCE ST NE	WAHLBERG DOUGLAS C & R K	1	$2,291.73	$2,291.73
230	83123220011	12307 PIERCE ST NE	HER, XAY & THAO PHENG	1	$2,291.73	$2,291.73
231	83123220010	12321 PIERCE ST NE	HOCKERT, BLAKE	1	$2,291.73	$2,291.73
232	83123220009	12331 PIERCE CT NE	FRISK, PAULA E	1	$2,291.73	$2,291.73
233	83123220008	12341 PIERCE CT NE	SLAGERMAN, JOHN C	1	$2,291.73	$2,291.73
234	83123220007	12351 PIERCE CT NE	CURTIS, BLAIR	1	$2,291.73	$2,291.73
235	83123220006	12361 PIERCE CT NE	ASTORGA JUAN M	1	$2,291.73	$2,291.73
236	83123220005	12343 PIERCE ST NE	JOHNSON ROGER B & NANCY J	1	$2,291.73	$2,291.73
237	83123220037	12355 PIERCE ST NE	GIDDINGS DAVID	1	$2,291.73	$2,291.73
238	83123220036	12373 PIERCE ST NE	SHEHATA, MOHAMED	1	$2,291.73	$2,291.73
239	83123220035	12383 PIERCE ST NE	NGUYEN, PATRICK P	1	$2,291.73	$2,291.73
240	83123220034	12397 PIERCE ST NE	KILTHAU, SCOTT FREDERICK	1	$2,291.73	$2,291.73
241	83123220033	12427 PIERCE ST NE	FILSTRUP, KRISTIN JO	1	$2,291.73	$2,291.73
242	83123220032	12439 PIERCE ST NE	MAGNUSSON SHANNON K	1	$2,291.73	$2,291.73
243	83123220031	1140 124TH LN NE	MEHMETI SKENDER	1	$2,291.73	$2,291.73
244	83123220053	1160 124TH LN NE	ALHALTA, NIVEEN	1	$2,291.73	$2,291.73
245	83123220052	1180 124TH LN NE	RENNAKER PAMELA L	1	$2,291.73	$2,291.73
246	83123220051	1192 124TH LN NE	HEIL, TYLER E	1	$2,291.73	$2,291.73
247	83123210033	1206 124TH LN NE	BRIGGS, PATRICK	1	$2,291.73	$2,291.73

PROJECT 22-04

2022 STREET RECONSTRUCTIONS

PROJECT AREA 1 (123RD AVE. AREA)

CITY OF BLAINE

SINGLE FAMILY RESIDENTIAL

PROPOSED FINAL ASSESSMENT ROLL

ASSESSMENT RATE BREAKDOWN

CONSTRUCTION COSTS*		$546,056	*(CONSTRUCTION COSTS DO NOT INCLUDE WATER MAIN, SANITARY SEWER, DRIVEWAY REPLACEMENT, SIDEWALK, AND LANDSCAPING/IRRIGATION COSTS)			
ADMINISTRATIVE COSTS		$151,181				
TOTAL COST		$697,237			RESIDENTIAL ASSESSMENT RATE PER FRONT FOOT	
	RESIDENTIAL RATE	x 35%		TOTAL FRONT FOOTAGE		
ASSESSABLE COST		**$244,033**	**÷**	**10307.0 LF**	**=**	**$23.68**

248	83123210032	1209 124TH CT NE	LAAKSO BRIAN K	1	$2,291.73	$2,291.73
249	83123220050	1191 124TH CT NE	ISLER, DEAN R	1	$2,291.73	$2,291.73
250	83123220049	1179 124TH CT NE	TENZEN, JIGME	1	$2,291.73	$2,291.73
251	83123220048	1167 124TH CT NE	MENKOVIC SENAD & DIKA	1	$2,291.73	$2,291.73
252	83123220047	1158 124TH CT NE	LINDERHOLM SEAN F & DENISE E	1	$2,291.73	$2,291.73
253	83123220046	1166 124TH CT NE	EMERY WILLIAM J & LORI A	1	$2,291.73	$2,291.73
254	83123220045	1178 124TH CT NE	CURRIER, DAWN RENE	1	$2,291.73	$2,291.73
255	83123220044	1190 124TH CT NE	SPANO DOUGLAS E & MARIA L	1	$2,291.73	$2,291.73
256	83123210031	12398 BUCHANAN ST NE	STOTT NICOLE E	1	$2,291.73	$2,291.73
257	83123210030	12384 BUCHANAN ST NE	GRANT, DANIEL	1	$2,291.73	$2,291.73
258	83123210029	12364 BUCHANAN ST NE	MORRIS, ERIKA	1	$2,291.73	$2,291.73
259	83123210028	12350 BUCHANAN ST NE	NIVALA, KARI A	1	$2,291.73	$2,291.73
260	83123210027	12342 BUCHANAN ST NE	KIRSCHER, JENNIFER M	1	$2,291.73	$2,291.73
261	83123210026	12320 BUCHANAN ST NE	HOLLE, LAURA A	1	$2,291.73	$2,291.73
262	83123220043	12316 BUCHANAN ST NE	VASILEV, ROZANA IZZETOVNA	1	$2,291.73	$2,291.73

PROJECT 22-04

2022 STREET RECONSTRUCTIONS

PROJECT AREA 1 (123RD AVE. AREA)

CITY OF BLAINE

MULTI FAMILY/COMMERCIAL

PROPOSED FINAL ASSESSMENT ROLL

ASSESSMENT RATE BREAKDOWN

CONSTRUCTION COSTS*		$603,641	*(CONSTRUCTION COSTS DO NOT INCLUDE WATER MAIN AND SANITARY SEWER COSTS)			
ADMINISTRATIVE COSTS		$167,125				
TOTAL COST		$770,766				COMM./MULTI FAMILY ASSESSMENT RATE PER FRONT FOOT
	MULTI FAMILY/COMMERCIAL RATE	x 50%		TOTAL FRONT FOOTAGE		
ASSESSABLE COST		**$385,383**	**÷**	**10307.0 LF**	**=**	**$37.39**

COMM./MULTI FAMILY ASSESSMENT RATE PER FRONT FOOT		ASSESSABLE MULTI FAMILY/COMM. FOOTAGE		AMOUNT ASSESSED		ASSESSABLE FRONTAGE FEET		ASSESSMENT RATE PER FRONT FOOT
$37.39	**X**	**1113.0 LF**	**=**	**$41,615.07**	**÷**	**1113**	**=**	**$37.39**

SPECIAL ID	PROPERTY PIN	PROPERTY ADDRESS	PROPERTY OWNER	ASSESSABLE FRONT FOOTAGE	ASSESSMENT RATE PER FRONTAGE FOOT	PROPOSED ASSESSMENT
167	83123230084	1029 PAUL PKWY NE	BLAINE PARTNERS LLC	657	$37.39	$24,565.23
263	83123230125	1151 122ND LN NE	ROSENBERG, LINA & CHRISTOPHER	6	$37.39	$224.34
264	83123230126	1155 122ND LN NE	MCMILLIAN HENRY & PENNY	6	$37.39	$224.34
265	83123230127	1159 122ND LN NE	MWAKALUNDWA GWANTWA	6	$37.39	$224.34
266	83123230128	1161 122ND LN NE	PLUM, ELLEN M	6	$37.39	$224.34
267	83123230129	1165 122ND LN NE	LORENZEN, GARY V	6	$37.39	$224.34
268	83123230130	1169 122ND LN NE	CORBETT, THOMAS	6	$37.39	$224.34
269	83123230131	1181 122ND LN NE	SUSICK, KEELY	6	$37.39	$224.34
270	83123240121	1185 122ND LN NE	BESCH JANET M	6	$37.39	$224.34
271	83123240122	1189 122ND LN NE	SYKES, CLEO	6	$37.39	$224.34
272	83123240123	1191 122ND LN NE	BECK, ROBYN RENEE	6	$37.39	$224.34
273	83123240124	1195 122ND LN NE	KRAMER, KALLIE & SCHOONOVER JACOB	6	$37.39	$224.34
274	83123240125	1199 122ND LN NE	KALUZA LINDA K	6	$37.39	$224.34
275	83123240126	1211 122ND LN NE	KHAN ANIS	6	$37.39	$224.34
276	83123240127	1215 122ND LN NE	ATKINSON TRUSTEE, VONDA R	6	$37.39	$224.34
277	83123240128	1219 122ND LN NE	THOMPSON, FORREST R	6	$37.39	$224.34
278	83123240129	1221 122ND LN NE	JOHNSON TRACY A	6	$37.39	$224.34
279	83123240130	1225 122ND LN NE	OCONNOR, KATHY	6	$37.39	$224.34
280	83123240131	1229 122ND LN NE	TISDALE, SANDRA JEAN	6	$37.39	$224.34
281	83123240132	1241 122ND LN NE	SIIRA SALLY K	6	$37.39	$224.34
282	83123240133	1245 122ND LN NE	SCHOTT, LINDA L	6	$37.39	$224.34
283	83123240134	1249 122ND LN NE	SONG, SICHEN & ZHANG WENJUAN	6	$37.39	$224.34
284	83123240135	1251 122ND LN NE	BAKER JOHN G	6	$37.39	$224.34
285	83123240136	1255 122ND LN NE	JACOBSON, DOUGLAS R	6	$37.39	$224.34
286	83123240137	1259 122ND LN NE	GREENE, FREDRICK C	6	$37.39	$224.34
287	83123230110	12222 BUCHANAN CT NE	NADOLNEY, DANIEL ANDRES	6	$37.39	$224.34
288	83123230111	12218 BUCHANAN CT NE	MURRAY TRUSTEE, KATHLEEN M	6	$37.39	$224.34
289	83123230112	12214 BUCHANAN CT NE	DIFFLEY TERRY J	6	$37.39	$224.34
290	83123230113	12210 BUCHANAN CT NE	HA THAO NGUYEN	6	$37.39	$224.34
291	83123230114	12206 BUCHANAN CT NE	HOLLENBECK, DIANE	6	$37.39	$224.34
292	83123230115	12202 BUCHANAN CT NE	GATZKE SHIRLEY A	6	$37.39	$224.34
293	83123230116	12223 BUCHANAN CT NE	STAVISH, JENNIFER A	6	$37.39	$224.34
294	83123230117	12219 BUCHANAN CT NE	HUSSAIN, MURTAZA	6	$37.39	$224.34
295	83123230118	12215 BUCHANAN CT NE	MWAKALUNDWA TRUSTEE, GWANTWA	6	$37.39	$224.34

PROJECT 22-04

2022 STREET RECONSTRUCTIONS

PROJECT AREA 1 (123RD AVE. AREA)

CITY OF BLAINE

MULTI FAMILY/COMMERCIAL

PROPOSED FINAL ASSESSMENT ROLL

ASSESSMENT RATE BREAKDOWN

CONSTRUCTION COSTS*		$603,641	*(CONSTRUCTION COSTS DO NOT INCLUDE WATER MAIN AND SANITARY SEWER COSTS)			
ADMINISTRATIVE COSTS		$167,125				
TOTAL COST		$770,766			COMM./MULTI FAMILY ASSESSMENT RATE PER FRONT FOOT	
	MULTI FAMILY/COMMERCIAL RATE	x 50%		TOTAL FRONT FOOTAGE		
ASSESSABLE COST		**$385,383**	**÷**	**10307.0 LF**	**=**	**$37.39**

296	83123230119	12211 BUCHANAN CT NE	ESTRADA, FRANCISCO MICHEL	6	$37.39	$224.34
297	83123230120	12207 BUCHANAN CT NE	FAGERLIE CHRISTOPHER B	6	$37.39	$224.34
298	83123230121	12203 BUCHANAN CT NE	VRABEC, STACY	6	$37.39	$224.34
299	83123230122	1180 122ND LN NE	BERNIER, RYAN	6	$37.39	$224.34
300	83123230123	1184 122ND LN NE	HOENIE, DEBORAH S	6	$37.39	$224.34
301	83123230124	1188 122ND LN NE	CASTLE, CAROLYN C	6	$37.39	$224.34
302	83123240083	1192 122ND LN NE	LOSEE TRUSTEE, KENNETH ALLEN	6	$37.39	$224.34
303	83123240084	1196 122ND LN NE	KLEIN JOANNE E	6	$37.39	$224.34
304	83123240086	1202 122ND LN NE	HOLMAN, LISA	6	$37.39	$224.34
305	83123240087	1206 122ND LN NE	TOMCZAK, JULIANNE R	6	$37.39	$224.34
306	83123240088	1210 122ND LN NE	DRUSKO, AMIR	6	$37.39	$224.34
307	83123240089	12249 LINCOLN ST NE	BURKETT THEODORE III	6	$37.39	$224.34
308	83123240090	12245 LINCOLN ST NE	DOMOGALLA, KRAIG A	6	$37.39	$224.34
309	83123240091	12241 LINCOLN ST NE	TAYLOR, TIMOTHY	6	$37.39	$224.34
310	83123240092	12237 LINCOLN ST NE	GOMEZ, MARNA L	6	$37.39	$224.34
311	83123240093	12233 LINCOLN ST NE	GIANG, LILY HANH	6	$37.39	$224.34
312	83123240094	12223 LINCOLN ST NE	NELSON DENISE	6	$37.39	$224.34
313	83123240095	12219 LINCOLN ST NE	PLUFF BRAD	6	$37.39	$224.34
314	83123240096	12215 LINCOLN ST NE	DEBA, FARAH	6	$37.39	$224.34
315	83123240097	12211 LINCOLN ST NE	ZEIER, RYAN	6	$37.39	$224.34
316	83123240098	12207 LINCOLN ST NE	SPENCER, SARAH R	6	$37.39	$224.34
317	83123240099	12246 JOHNSON ST NE	BRIGGS, DOUGLAS M	6	$37.39	$224.34
318	83123240100	12242 JOHNSON ST NE	WIECKS DONNA J	6	$37.39	$224.34
319	83123240101	12238 JOHNSON ST NE	AUBART, STACIE MARIKO	6	$37.39	$224.34
320	83123240102	12234 JOHNSON ST NE	CUNNINGHAM, CHRISTOPHER L	6	$37.39	$224.34
321	83123240103	12230 JOHNSON ST NE	TESSEMA MENBERE & BABETA KONJITE	6	$37.39	$224.34
322	83123240104	12226 JOHNSON ST NE	ROSSI, JORGE A	6	$37.39	$224.34
323	83123240105	12218 JOHNSON ST NE	SUN WOO PROPERTIES LLC	6	$37.39	$224.34
324	83123240106	12214 JOHNSON ST NE	LEMKE, JESSICA J	6	$37.39	$224.34
325	83123240107	12210 JOHNSON ST NE	TRINH TRI HOANG NHAT	6	$37.39	$224.34
326	83123240108	12206 JOHNSON ST NE	PEEK, EDWARD	6	$37.39	$224.34
327	83123240109	12202 JOHNSON ST NE	TURNBULL, CHRIS A	6	$37.39	$224.34
328	83123240110	12247 JOHNSON ST NE	FISHER TRUSTEE, SCOTT D	6	$37.39	$224.34
329	83123240111	12243 JOHNSON ST NE	SCHLEGEL, JANINE	6	$37.39	$224.34
330	83123240112	12239 JOHNSON ST NE	DIZDAREVIC, MIRSAD	6	$37.39	$224.34
331	83123240113	12235 JOHNSON ST NE	OMUNDSON DALE E & SANDRA M	6	$37.39	$224.34
332	83123240114	12231 JOHNSON ST NE	GONZALEZ, LAURA	6	$37.39	$224.34
333	83123240115	12227 JOHNSON ST NE	SWIERZEWSKI, MICHAEL P	6	$37.39	$224.34
334	83123240116	12219 JOHNSON ST NE	MORTENSON, LORI A	6	$37.39	$224.34
335	83123240117	12215 JOHNSON ST NE	HILLOCK CONNIE S	6	$37.39	$224.34
336	83123240118	12211 JOHNSON ST NE	BOHMAN, JILL M	6	$37.39	$224.34
337	83123240119	12207 JOHNSON ST NE	HIRUY, YEZINA S	6	$37.39	$224.34
338	83123240120	12203 JOHNSON ST NE	HAMILTON, KRISTI	6	$37.39	$224.34

PROJECT 22-04

2022 STREET RECONSTRUCTIONS

PROJECT AREA 2 (127TH AVE. AREA)

CITY OF BLAINE

SINGLE FAMILY RESIDENTIAL
PROPOSED FINAL ASSESSMENT ROLL

ASSESSMENT RATE BREAKDOWN

CONSTRUCTION COSTS*		$1,749,134				
ADMINISTRATIVE COSTS		$484,267				
TOTAL COST		$2,233,401				
	RESIDENTIAL RATE	x 35%		TOTAL FRONT FOOTAGE		RESIDENTIAL ASSESSMENT RATE PER FRONT FOOT
ASSESSABLE COST		**$781,690**	÷	**15879.0 LF**	=	**$49.23**

*(CONSTRUCTION COSTS DO NOT INCLUDE STREET OVERSIZING, WATER MAIN, SANITARY SEWER, DRIVEWAY REPLACEMENT, SIDEWALK, AND LANDSCAPING/IRRIGATION COSTS)

RESIDENTIAL ASSESSMENT RATE PER FRONT FOOT		ASSESSABLE SINGLE FAMILY RESIDENTIAL FOOTAGE		AMOUNT ASSESSED		ASSESSABLE RESIDENTIAL LOT UNITS		ASSESSMENT RATE PER RESIDENTIAL LOT UNIT
$49.23	**X**	**11123.0 LF**	**=**	**$547,585.29**	**÷**	**138**	**=**	**$3,968.01**

SPECIAL ID	PROPERTY PIN	PROPERTY ADDRESS	PROPERTY OWNER	ASSESSABLE RESIDENTIAL LOT UNITS	ASSESSMENT RATE PER RESIDENTIAL LOT UNIT	PROPOSED ASSESSMENT
1	53123320096	12872 TAYLOR ST NE	BROMLEY, BRADY STORM	1	$3,968.01	$3,968.01
2	53123320097	12864 TAYLOR ST NE	ERICKSON, JOAN A	1	$3,968.01	$3,968.01
3	53123320098	12856 TAYLOR ST NE	JOHNSON LISA D & REED H	1	$3,968.01	$3,968.01
4	53123320099	12848 TAYLOR ST NE	ZIESKA PHILIP WOODWARD & JAMIE MARIE KELLY	1	$3,968.01	$3,968.01
5	53123320100	12840 TAYLOR ST NE	SANDIN, PATRICIA L	1	$3,968.01	$3,968.01
6	53123320101	12832 TAYLOR ST NE	YANG KOOTAWS	1	$3,968.01	$3,968.01
7	53123320102	12824 TAYLOR ST NE	ARSENEAU, BRYAN C	1	$3,968.01	$3,968.01
8	53123320103	12816 TAYLOR ST NE	KASPSZAK DAVID L & JOAN J	1	$3,968.01	$3,968.01
9	53123320104	12808 TAYLOR ST NE	PLATZ JAMES G JR & TONI M	1	$3,968.01	$3,968.01
10	53123320105	12800 TAYLOR ST NE	FRANZEN, DANIELLE L	1	$3,968.01	$3,968.01
11	53123320106	12788 TAYLOR ST NE	SNELL JEAN M TRUSTEE	1	$3,968.01	$3,968.01
12	53123320107	12780 TAYLOR ST NE	LALONDE, BENJAMIN D	1	$3,968.01	$3,968.01
13	53123320108	12772 TAYLOR ST NE	BURCH, JOHN	1	$3,968.01	$3,968.01
14	53123320109	12764 TAYLOR ST NE	SCHEELER S P & HINRICHS K A	1	$3,968.01	$3,968.01
15	53123320110	12756 TAYLOR ST NE	FISCHER TYLER & JACLYN	1	$3,968.01	$3,968.01
16	53123320111	12748 TAYLOR ST NE	PEREZ, JOSE M	1	$3,968.01	$3,968.01
17	53123330007	12700 TAYLOR ST NE	ZAFKE MARLENE M	1	$3,968.01	$3,968.01
19	53123330021	12680 TAYLOR ST NE	KIM OK C	1	$3,968.01	$3,968.01
20	53123330022	12660 TAYLOR ST NE	JUNTUNEN THOMAS M & LINDA G	1	$3,968.01	$3,968.01
21	53123330023	12640 TAYLOR ST NE	PIEH RUSSELL G & JOAN K	1	$3,968.01	$3,968.01
26	53123320095	12857 TAYLOR ST NE	BROUGH TRUSTEE, MARGARET A	1	$3,968.01	$3,968.01
27	53123320094	12849 TAYLOR ST NE	ERICKSON LEW A	1	$3,968.01	$3,968.01
28	53123320093	12841 TAYLOR ST NE #A	JARA PAUCAR ISAC GEOVANNY	1	$3,968.01	$3,968.01
29	53123320092	12833 TAYLOR ST NE	JOST JAY J & JUDITH K	1	$3,968.01	$3,968.01
30	53123320091	12825 TAYLOR ST NE	BROUGH TRUSTEE, MARGARET A	1	$3,968.01	$3,968.01
31	53123320090	12817 TAYLOR ST NE	VERSTYAK, NADIYA	1	$3,968.01	$3,968.01
32	53123320089	12809 TAYLOR ST NE	FISHER DUANE	1	$3,968.01	$3,968.01
33	53123320088	12801 TAYLOR ST NE	CASTILLO MARCOS	1	$3,968.01	$3,968.01
34	53123320027	1000 128TH AVE NE	OSTHOFF, CHRISTOPHER T	1	$3,968.01	$3,968.01
35	53123320056	1001 127TH LN NE	WHALEN, MICHAEL P	1	$3,968.01	$3,968.01
36	53123320055	1009 127TH LN NE	JULIN, THOMAS A	1	$3,968.01	$3,968.01
37	53123320054	1017 127TH LN NE	HESSENO MUKTAR FEKI	1	$3,968.01	$3,968.01
38	53123320053	1025 127TH LN NE	OLSON STEVEN M & RUFINA H	1	$3,968.01	$3,968.01

PROJECT 22-04

2022 STREET RECONSTRUCTIONS

PROJECT AREA 2 (127TH AVE. AREA)

CITY OF BLAINE

SINGLE FAMILY RESIDENTIAL

PROPOSED FINAL ASSESSMENT ROLL

ASSESSMENT RATE BREAKDOWN

CONSTRUCTION COSTS*		$1,749,134	*(CONSTRUCTION COSTS DO NOT INCLUDE STREET OVERSIZING, WATER MAIN, SANITARY SEWER, DRIVEWAY REPLACEMENT, SIDEWALK, AND LANDSCAPING/IRRIGATION COSTS)			
ADMINISTRATIVE COSTS		$484,267				
TOTAL COST		$2,233,401			RESIDENTIAL ASSESSMENT RATE	
	RESIDENTIAL RATE	x 35%		TOTAL FRONT FOOTAGE	PER FRONT FOOT	
ASSESSABLE COST		**$781,690**	**÷**	**15879.0 LF**	**=**	**$49.23**

39	53123320052	1033 127TH LN NE	DARRINGTON JOSEPH & MARY	1	$3,968.01	$3,968.01
40	53123320051	1041 127TH LN NE	BROWN, MATTHEW	1	$3,968.01	$3,968.01
41	53123320050	1049 127TH LN NE	TIGNOR, PETER	1	$3,968.01	$3,968.01
42	53123320049	1057 127TH LN NE	FARRAR, GISELA	1	$3,968.01	$3,968.01
43	53123320048	1101 127TH LN NE	WOELFFER MICHAEL D & JODIE A	1	$3,968.01	$3,968.01
44	53123320047	1109 127TH LN NE	DEJONG, KARLA A	1	$3,968.01	$3,968.01
45	53123320046	1117 127TH LN NE	TROM TRUSTEE, JODI L	1	$3,968.01	$3,968.01
46	53123320045	1125 127TH LN NE	MACKCOW STANLEY B & K M	1	$3,968.01	$3,968.01
47	53123320044	1133 127TH LN NE	LEMOINE JILL M	1	$3,968.01	$3,968.01
48	53123320043	1141 127TH LN NE	EDIN LAURA	1	$3,968.01	$3,968.01
49	53123320042	1149 127TH LN NE	JOHNSON, DAVID L	1	$3,968.01	$3,968.01
50	53123310063	1157 127TH LN NE	HILL OXFORD TWO LLC	1	$3,968.01	$3,968.01
51	53123310062	1165 127TH LN NE	THILL, BRADLEY	1	$3,968.01	$3,968.01
52	53123310024	1231 127TH LN NE	NURANI, JAVED S	1	$3,968.01	$3,968.01
53	53123310023	1241 127TH LN NE	ROSIER, RADHAMES	1	$3,968.01	$3,968.01
54	53123310022	1251 127TH LN NE	NATHE KEVIN J & SHERRI A	1	$3,968.01	$3,968.01
55	53123320014	1000 127TH LN NE	DITZIG DENNIS J & CHRISTINE L	1	$3,968.01	$3,968.01
56	53123320015	1008 127TH LN NE	CULP, NICHOLAS	1	$3,968.01	$3,968.01
57	53123320016	1016 127TH LN NE	WIMPFHEIMER, SCOTT A	1	$3,968.01	$3,968.01
58	53123320017	1024 127TH LN NE	HUJANEN TODD A & SHANNON C	1	$3,968.01	$3,968.01
59	53123320018	1032 127TH LN NE	DOWD, BETTY ARLENE TRUSTEE	1	$3,968.01	$3,968.01
60	53123320019	1040 127TH LN NE	MILLER, THOMAS TRUSTEE	1	$3,968.01	$3,968.01
61	53123320020	1048 127TH LN NE	LOPEZ, BRENDA	1	$3,968.01	$3,968.01
62	53123320021	1056 127TH LN NE	SWANSON DONNA M	1	$3,968.01	$3,968.01
63	53123320022	1064 127TH LN NE	PETTIJOHN KEVIN L & WANDA L	1	$3,968.01	$3,968.01
64	53123320023	1072 127TH LN NE	BABLER JUDY L	1	$3,968.01	$3,968.01
65	53123320024	1080 127TH LN NE	HOFSCHILD TRUSTEE, SUSAN M	1	$3,968.01	$3,968.01
66	53123320025	1088 127TH LN NE	JOHNSON ROBERT L & KAREN M	1	$3,968.01	$3,968.01
67	53123320026	1096 127TH LN NE	ANDERSON, BLAIN	1	$3,968.01	$3,968.01
68	53123320012	1200 127TH LN NE	NIEMI RICHARD E & DARLENE M	1	$3,968.01	$3,968.01
69	53123320013	1208 127TH LN NE	BENOIT, RACHEL	1	$3,968.01	$3,968.01
70	53123310045	1216 127TH LN NE	PETERSON J J & ERICKSEN J M	1	$3,968.01	$3,968.01
71	53123310046	1224 127TH LN NE	SWENSON, MARY H	1	$3,968.01	$3,968.01
72	53123310047	1232 127TH LN NE	YANG CELINE	1	$3,968.01	$3,968.01
73	53123310048	1248 127TH LN NE	ABDULWAHED ALI	1	$3,968.01	$3,968.01
74	53123310049	1256 127TH LN NE	GAARD, SANFORD A	1	$3,968.01	$3,968.01
75	53123310050	1264 127TH LN NE	PEARCE, BRANDI	1	$3,968.01	$3,968.01
76	53123310051	1272 127TH LN NE	CHA RAINBOW & YANG KAXONG	1	$3,968.01	$3,968.01
77	53123310052	1300 127TH LN NE	AUNE, BRUCE ARNOLD	1	$3,968.01	$3,968.01
78	53123310053	1308 127TH LN NE	ELVESTER TRUSTEE, MARK A	1	$3,968.01	$3,968.01
79	53123310054	1316 127TH LN NE	MARTIGNACCO, MARIA H	1	$3,968.01	$3,968.01
80	53123310055	1324 127TH LN NE	JORDAN JENNIFER & CONNELLY C J	1	$3,968.01	$3,968.01
81	53123310056	1332 127TH LN NE	CIDER ROAD LLC	1	$3,968.01	$3,968.01
82	53123310057	1340 127TH LN NE	KHAFAJY SATTAR AL	1	$3,968.01	$3,968.01
83	53123310058	1348 127TH LN NE	KATKE, CHRISTINA M	1	$3,968.01	$3,968.01

PROJECT 22-04

2022 STREET RECONSTRUCTIONS

PROJECT AREA 2 (127TH AVE. AREA)

CITY OF BLAINE

SINGLE FAMILY RESIDENTIAL

PROPOSED FINAL ASSESSMENT ROLL

ASSESSMENT RATE BREAKDOWN

CONSTRUCTION COSTS*		$1,749,134				
ADMINISTRATIVE COSTS		$484,267				
TOTAL COST		$2,233,401				
	RESIDENTIAL RATE	x 35%		TOTAL FRONT FOOTAGE		RESIDENTIAL ASSESSMENT RATE PER FRONT FOOT
ASSESSABLE COST		**$781,690**	÷	**15879.0 LF**	=	**$49.23**

*(CONSTRUCTION COSTS DO NOT INCLUDE STREET OVERSIZING, WATER MAIN, SANITARY SEWER, DRIVEWAY REPLACEMENT, SIDEWALK, AND LANDSCAPING/IRRIGATION COSTS)

84	53123310059	1350 127TH LN NE	LOPEZ ISAAC FLORES	1	$3,968.01	$3,968.01
85	53123330008	1011 127TH AVE NE	GENOSKY MARK	1	$3,968.01	$3,968.01
86	53123330009	1021 127TH AVE NE	FABER SHARON A & CRAIG H	1	$3,968.01	$3,968.01
87	53123330010	1041 127TH AVE NE	YANG VERONIQUE	1	$3,968.01	$3,968.01
88	53123330011	1061 127TH AVE NE	KIRCHNER, DENIS R	1	$3,968.01	$3,968.01
89	53123330012	1081 127TH AVE NE	OGURA WILLIAM	1	$3,968.01	$3,968.01
90	53123330013	1101 127TH AVE NE	BROWNLEE, MATTHEW TRUSTEE	1	$3,968.01	$3,968.01
91	53123330014	1111 127TH AVE NE	PERKINS, NICOLE	1	$3,968.01	$3,968.01
92	53123330015	1121 127TH AVE NE	FUNKHOUSER, LINDSAY	1	$3,968.01	$3,968.01
93	53123330016	1131 127TH AVE NE	HEEM SARAH	1	$3,968.01	$3,968.01
94	53123330017	1141 127TH AVE NE	GARCIA, VICTOR TRINIDAD	1	$3,968.01	$3,968.01
95	53123330018	1151 127TH AVE NE	DOBESH DARRYL & KATHLEEN	1	$3,968.01	$3,968.01
96	53123330019	1161 127TH AVE NE	HALE, TERRY	1	$3,968.01	$3,968.01
97	53123330020	1171 127TH AVE NE	URGESSA, GAMMADA	1	$3,968.01	$3,968.01
98	53123330024	1012 127TH AVE NE	GINTER, NANCY L	1	$3,968.01	$3,968.01
99	53123330025	1022 127TH AVE NE	DAVIS, THERESA S	1	$3,968.01	$3,968.01
100	53123330026	1042 127TH AVE NE	SCHROEDER, EDMUND A	1	$3,968.01	$3,968.01
101	53123330027	1062 127TH AVE NE	COPLAN, DANIEL S	1	$3,968.01	$3,968.01
102	53123330028	1082 127TH AVE NE	BENGSTON MICAH JON	1	$3,968.01	$3,968.01
103	53123330029	1102 127TH AVE NE	COLEMAN, PAUL JAMES	1	$3,968.01	$3,968.01
104	53123330030	1112 127TH AVE NE	JOYCE, LUCILLE M	1	$3,968.01	$3,968.01
105	53123330031	1122 127TH AVE NE	SATOVICH-ROUSSELL, KIMBERLY	1	$3,968.01	$3,968.01
106	53123330032	1132 127TH AVE NE	CREMERS STEVEN H & P C	1	$3,968.01	$3,968.01
107	53123330033	1142 127TH AVE NE	ZUTZ MICHELE DAWN	1	$3,968.01	$3,968.01
108	53123330034	1152 127TH AVE NE	VANRIPER MAX H & JULIE A	1	$3,968.01	$3,968.01
109	53123330035	1162 127TH AVE NE	HOGLUND, JODIE L	1	$3,968.01	$3,968.01
110	53123330036	1172 127TH AVE NE	MURPHY, MEGAN G	1	$3,968.01	$3,968.01
111	53123330049	1013 126TH LN NE	DALEIDEN JOHN G & JULIE A	1	$3,968.01	$3,968.01
112	53123330048	1023 126TH LN NE	SULLIVAN, CONNIE SUE	1	$3,968.01	$3,968.01
113	53123330047	1043 126TH LN NE	ANDERSEN, DOUGLAS O	1	$3,968.01	$3,968.01
114	53123330046	1063 126TH LN NE	ERICKSON GARY A & JANE E	1	$3,968.01	$3,968.01
115	53123330045	1083 126TH LN NE	SWANSON STEVEN W & JANET L	1	$3,968.01	$3,968.01
116	53123330044	1103 126TH LN NE	LEO, MEGAN ELIZABETH	1	$3,968.01	$3,968.01
117	53123330043	1113 126TH LN NE	MALPASS, JULIE	1	$3,968.01	$3,968.01
118	53123330042	1123 126TH LN NE	BIETZ, KENNETH	1	$3,968.01	$3,968.01
119	53123330041	1133 126TH LN NE	SUN CITY ESTATE LLC	1	$3,968.01	$3,968.01
120	53123330040	1143 126TH LN NE	MUND TRUSTEE, DELWIN L	1	$3,968.01	$3,968.01
121	53123330039	1153 126TH LN NE	MILES, DUSTIN	1	$3,968.01	$3,968.01
122	53123330038	1163 126TH LN NE	HANSEN WAYNE A & LOLA J	1	$3,968.01	$3,968.01
123	53123330037	1173 126TH LN NE	WATCHKE KIM A	1	$3,968.01	$3,968.01
124	53123330078	1084 126TH LN NE	CAMPBELL STEVEN CHRISTOPHER	1	$3,968.01	$3,968.01
125	53123330051	1104 126TH LN NE	UMAR MOHAMMED HAJJ	1	$3,968.01	$3,968.01
126	53123330052	1114 126TH LN NE	VERGARA-SANCHEZ GUADALUPE ETAL	1	$3,968.01	$3,968.01
127	53123330053	1124 126TH LN NE	WONG KAYLA MARIE	1	$3,968.01	$3,968.01
128	53123330054	1134 126TH LN NE	FRITZ, CHRISTINE M	1	$3,968.01	$3,968.01

PROJECT 22-04

2022 STREET RECONSTRUCTIONS

PROJECT AREA 2 (127TH AVE. AREA)

CITY OF BLAINE

SINGLE FAMILY RESIDENTIAL

PROPOSED FINAL ASSESSMENT ROLL

ASSESSMENT RATE BREAKDOWN

CONSTRUCTION COSTS*		$1,749,134				
ADMINISTRATIVE COSTS		$484,267				
TOTAL COST		$2,233,401				
	RESIDENTIAL RATE	x 35%		TOTAL FRONT FOOTAGE		RESIDENTIAL ASSESSMENT RATE PER FRONT FOOT
ASSESSABLE COST		**$781,690**	**÷**	**15879.0 LF**	**=**	**$49.23**

*(CONSTRUCTION COSTS DO NOT INCLUDE STREET OVERSIZING, WATER MAIN, SANITARY SEWER, DRIVEWAY REPLACEMENT, SIDEWALK, AND LANDSCAPING/IRRIGATION COSTS)

129	53123330055	1144 126TH LN NE	HOVLAND HAROLD D & MARY B	1	$3,968.01	$3,968.01
130	53123330056	1154 126TH LN NE	JOHNSON, SAMUEL	1	$3,968.01	$3,968.01
131	53123330057	12626 BUCHANAN ST NE	GREGORY TRUSTEE, SCOTT E	1	$3,968.01	$3,968.01
132	53123330058	12606 BUCHANAN ST NE	HELGESON, JONATHAN ARLEN	1	$3,968.01	$3,968.01
133	53123330059	12586 BUCHANAN ST NE	WISNIEWSKI MITCHELL W & CAROLE	1	$3,968.01	$3,968.01
135	53123340014	12725 BUCHANAN ST NE	NYLAND DONALD L & P A	1	$3,968.01	$3,968.01
136	53123340015	12705 BUCHANAN ST NE	CANTELE JOSEPH & CAROL	1	$3,968.01	$3,968.01
137	53123340016	12695 BUCHANAN ST NE	LABROSSE EDWARD P & CHERYL	1	$3,968.01	$3,968.01
138	53123340017	12685 BUCHANAN ST NE	MINET HARVEY D & NOREEN K	1	$3,968.01	$3,968.01
139	53123340018	12665 BUCHANAN ST NE	HSINI MUSTAPHA	1	$3,968.01	$3,968.01
140	53123340019	12645 BUCHANAN ST NE	LARSON, ROBIN LYNN	1	$3,968.01	$3,968.01
141	53123340020	12625 BUCHANAN ST NE	RADMAN LLOYD & BERNA CHRISTINE	1	$3,968.01	$3,968.01
142	53123340021	12605 BUCHANAN ST NE	MENNE, JOSHUA	1	$3,968.01	$3,968.01
143	53123340022	12585 BUCHANAN ST NE	CARLSON WILLIAM H & L J	1	$3,968.01	$3,968.01
144	53123340023	12565 BUCHANAN ST NE	NGUYEN TAN TRI	1	$3,968.01	$3,968.01

PROJECT 22-04

2022 STREET RECONSTRUCTIONS

PROJECT AREA 2 (127TH AVE. AREA)

CITY OF BLAINE

MULTI FAMILY/COMMERCIAL/ISD

PROPOSED FINAL ASSESSMENT ROLL

ASSESSMENT RATE BREAKDOWN

CONSTRUCTION COSTS*		$2,163,347	*(CONSTRUCTION COSTS DO NOT INCLUDE WATER MAIN AND SANITARY SEWER COSTS)			
ADMINISTRATIVE COSTS		$598,946				
TOTAL COST		$2,762,293				
	MULTI FAMILY/COMMERCIAL RATE	x 50%	TOTAL FRONT FOOTAGE		COMM./MULTI FAMILY ASSESSMENT RATE PER FRONT FOOT	
ASSESSABLE COST		**$1,381,146**	÷ **15879.0 LF**	=	**$86.98**	

COMM./MULTI FAMILY ASSESSMENT RATE PER FRONT FOOT		ASSESSABLE MULTI FAMILY/COMM. FOOTAGE		AMOUNT ASSESSED		ASSESSABLE FRONTAGE FEET		ASSESSMENT RATE PER COMMERCIAL FRONT FOOT
$86.98	**X**	**105.0 LF**	**=**	**$9,132.90**	**÷**	**105**	**=**	**$86.98**

SPECIAL ID	PROPERTY PIN	PROPERTY ADDRESS	PROPERTY OWNER	ASSESSABLE FRONT FOOTAGE	ASSESSMENT RATE PER FRONT FOOT	PROPOSED ASSESSMENT
23	63123440101	12520 POLK ST NE	NORTH METRO TELECOMMUNICATIONS	105	$86.98	$9,132.90

PROJECT 22-04

2022 STREET RECONSTRUCTIONS

PROJECT AREA 2 (127TH AVE. AREA)

CITY OF BLAINE

INDEPENDENT SCHOOL DISTRICT

PROPOSED FINAL ASSESSMENT ROLL

ASSESSMENT RATE BREAKDOWN

CONSTRUCTION COSTS*		$1,749,134	*(CONSTRUCTION COSTS DO NOT INCLUDE STREET OVERSIZING, WATER MAIN, SANITARY SEWER, DRIVEWAY REPLACEMENT, SIDEWALK, AND LANDSCAPING/IRRIGATION COSTS)			
ADMINISTRATIVE COSTS		$484,267				
TOTAL COST		$2,233,401				
	ISD RATE (RESIDENTIAL)	x 35%		TOTAL FRONT FOOTAGE		ISD (RESIDENTIAL) ASSESSMENT RATE PER FRONT FOOT
ASSESSABLE COST		**$781,690**	÷	**15879.0 LF**	=	**$49.23**

ISD (RESIDENTIAL) ASSESSMENT RATE PER FRONT FOOT		ASSESSABLE ISD FOOTAGE		AMOUNT ASSESSED		ASSESSABLE FRONTAGE FEET		ASSESSMENT RATE PER RESIDENTIAL FRONT FOOT
$49.23	**X**	**1280.0 LF**	=	**$63,014.40**	÷	**1280**	=	**$49.23**

SPECIAL ID	PROPERTY PIN	PROPERTY ADDRESS	PROPERTY OWNER	ASSESSABLE FRONT FOOTAGE	ASSESSMENT RATE PER FRONT FOOT	PROPOSED ASSESSMENT
18	53123330079	2727 N FERRY ST	ANOKA HENN IND SCHOOL DIST #11	30	$49.23	$1,476.90
22	53123330079	2727 N FERRY ST	ANOKA HENN IND SCHOOL DIST #11	719	$49.23	$35,396.37
24	63123440002	1355 W MAIN STREET	ANOKA HENN IND SCHOOL DIST #220	358	$49.23	$17,624.34
25	63123440102	2727 N FERRY ST	ANOKA HENN IND SCHOOL DIST #11	173	$49.23	$8,516.79

PROJECT 22-04

2022 STREET RECONSTRUCTIONS

PROJECT AREA 3 (129TH AVE.)

CITY OF BLAINE

SINGLE FAMILY RESIDENTIAL

PROPOSED FINAL ASSESSMENT ROLL

ASSESSMENT RATE BREAKDOWN

CONSTRUCTION COSTS*		$346,445				
ADMINISTRATIVE COSTS		$95,917				
TOTAL COST		$442,362				
	RESIDENTIAL RATE	x 35%		TOTAL FRONT FOOTAGE		RESIDENTIAL ASSESSMENT RATE PER FRONT FOOT
ASSESSABLE COST		**$154,827**	÷	**2459.0 LF**	=	**$62.96**

*(CONSTRUCTION COSTS DO NOT INCLUDE STREET OVERSIZING, WATER MAIN, SANITARY SEWER, DRIVEWAY REPLACEMENT, SIDEWALK, AND LANDSCAPING/IRRIGATION COSTS)

RESIDENTIAL ASSESSMENT RATE PER FRONT FOOT		ASSESSABLE SINGLE FAMILY RESIDENTIAL FOOTAGE		AMOUNT ASSESSED		ASSESSABLE RESIDENTIAL LOT UNITS		ASSESSMENT RATE PER RESIDENTIAL LOT UNIT
$62.96	**X**	**1959.0 LF**	=	**$123,338.64**	÷	**22**	=	**$5,606.30**

SPECIAL ID	PROPERTY PIN	PROPERTY ADDRESS	PROPERTY OWNER	ASSESSABLE RESIDENTIAL LOT UNITS	ASSESSMENT RATE PER RESIDENTIAL LOT UNIT	PROPOSED ASSESSMENT
145	43123230080	1805 129TH AVE NE	TRACY MARK	1	$5,606.30	$5,606.30
146	43123230081	1835 129TH AVE NE	CAMPAGNA ANTHONY JR	1	$5,606.30	$5,606.30
147	43123230082	1847 129TH AVE NE	LUNZER DAVID M & NANCY J	1	$5,606.30	$5,606.30
148	43123230083	1859 129TH AVE NE	BRENEMAN, JOHN	1	$5,606.30	$5,606.30
149	43123230084	1871 129TH AVE NE	SCHNEIDER, KRYSTA	1	$5,606.30	$5,606.30
150	43123230085	1883 129TH AVE NE	SABA, JOSEPH	1	$5,606.30	$5,606.30
151	43123230086	1895 129TH AVE NE	RAJALA, TRACY ANN	1	$5,606.30	$5,606.30
152	43123230087	1907 129TH AVE NE	WEHR GERHARD P JR & RENEE M	1	$5,606.30	$5,606.30
153	43123230088	1919 129TH AVE NE	COOK MARVIN E & MARY L	1	$5,606.30	$5,606.30
154	43123230009	12932 RADISSON RD NE	PANGBURN WILLIAM A	1	$5,606.30	$5,606.30
155	43123230092	1804 129TH AVE NE	OTTOSEN, JEFFREY S	1	$5,606.30	$5,606.30
156	43123230093	1816 129TH AVE NE	OBRIEN MICHAEL R & KIMBERLY R	1	$5,606.30	$5,606.30
157	43123230094	1828 129TH AVE NE	BUCK AARON L & SARAH L B	1	$5,606.30	$5,606.30
158	43123230095	1840 129TH AVE NE	FORTMAN STEVEN J	1	$5,606.30	$5,606.30
159	43123230096	1852 129TH AVE NE	CARBAJAL LORI	1	$5,606.30	$5,606.30
160	43123230097	1864 129TH AVE NE	MADDEN GARY J	1	$5,606.30	$5,606.30
161	43123230098	1876 129TH AVE NE	CASALE, DAVID F	1	$5,606.30	$5,606.30
162	43123230099	1888 129TH AVE NE	ANDERSON, AMBER R	1	$5,606.30	$5,606.30
163	43123230100	1900 129TH AVE NE	HASSE, CAROLE J	1	$5,606.30	$5,606.30
164	43123230101	1912 129TH AVE NE	BURNETT MORGAN	1	$5,606.30	$5,606.30
165	43123230102	1924 129TH AVE NE	RUSZA JACOB & KNIGHT LAURA	1	$5,606.30	$5,606.30
166	43123230103	1932 129TH AVE NE	JOHANNSEN WILLIAM G & CHARLENE	1	$5,606.30	$5,606.30

City of Blaine
Staff Report

File Number: RES 24-16

Agenda Date	Status
February 5, 2024	
In Control	**File Type**
City Council	Resolution

Development Business - Sheila Sellman, City Planner

Agenda Item # 10.1

Resolution Granting a Conditional Use Permit for a Church in the Single Family (R-1) Zoning District at 2350 124th Court NE. Cornerstone Church of Blaine (Case File No. 23-0086/SLK)

Executive Summary

The applicant is requesting to operate a church out of Northpoint Elementary school.

Background

Planning Commission Public Hearing	01/09/24
City Council (Conditional Use Permit)	02/05/24
Action Deadline (60 Days)	02/09/24
Action Deadline (City Extended)	04/09/24

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

Zoning
The property is zoned Single Family (R-1).

Surrounding Zoning and Uses
The property to the south is Jim Peterson Athletic Complex and zoned R-1 (Single Family). The property to the west, zoned Farm Residential (FR), is vacant. The commercial properties to the north are zoned B-2 and the assisted living facility to the north is zoned DF (Development Flex). Cloud Drive is on the east side of the site.

Existing Conditions
The property has an existing school, parking lot and playfields.

History

A Conditional Use Permit (CUP) for an elementary school was approved in January 2007 (Resolution 07-06). In April 2013, a CUP was approved for the addition of 6 classrooms (Resolution 13-045).

Evaluation of Request

Site Plan

Cornerstone Church would like to operate a church out of Northpoint Elementary on Sunday mornings. The R-1 zoning district allows churches provided a CUP has been issued.

The church proposes using the cafeteria space for church services. In the future, as the church grows, they intend to move services to the gym and have no plans to hold outdoor services. Currently, the church has an attendance of between 50 and 70 people each Sunday. The church has a 10AM worship service, and a children's program, which takes place at the same time as the service.

The parking at Northpoint Elementary, which includes 118 spaces in the main lot as well as additional parking in the bus lot, is adequate. The zoning ordinance requires at least one (1) parking space for each four (4) seats in accordance with the design capacity of the main auditorium. Therefore, 18 stalls would be required if 70 people attended services on Sunday. The 118 stalls, plus additional bus parking area stalls, will provide parking for potential growth.

Landscaping

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

Tree Preservation

No trees will be removed on site.

Grading/Storm Drainage

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

Utilities

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

Wetlands/Watershed/FEMA

There are no wetlands or FEMA flood plain on the existing site. A Coon Creek Watershed District review is not required.

Access/Street Design/Sidewalks/Trails

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

Conditional Use Permit

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

Section 27.04 Criteria for granting conditional use permits:

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

1. The use shall not create an excessive burden on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area.
    - The use of a church does not create an excessive burden on the school property as it operates one day a week (Sunday) and not during the week when the school has most of its activity. The school parking lot provides adequate parking stalls on site. The church does not create an excessive burden on the R-1 zoned property.
2. The use will be located, designed, maintained, and operated to be compatible with adjoining properties and the existing or intended character of the zoning district. (Ord. No. 20-2447, 7-20-2020)
    - The church will be located within an existing school building. Therefore, the use will be compatible with the adjoining properties.
3. The use shall have an appearance that will not have an adverse effect upon adjacent properties.
    - The church will be located within an existing school building and will have adequate parking on site. The use will not have an adverse effect on adjacent properties.
4. The use, in the opinion of the City Council, shall be reasonably related to the overall needs of the City and to the existing land use.
5. The use shall be consistent with the purposes of the zoning code and purposes of the zoning district in which the applicant intends to locate the proposed use.
    - The use is consistent with the purpose of the R-1 district.
6. The use shall not be in conflict with the comprehensive plan of the City.
    - The use is not in conflict with the Public/Semi-Public designation in the Comprehensive Plan.
7. The use will not cause traffic hazards or congestion.
    - The proposed use will not generate any additional traffic hazard or congestion.
8. The use shall have adequate utilities, access roads, drainage and necessary facilities.
    - The existing structure is served with the required utility services, adequate roadway infrastructure and necessary drainage facilities to service the proposed uses.

Attachment List:
Zoning and Location Map
Site Plan
Narrative
Resolution 07-06
Resolution 13-045
Unapproved Planning Commission Meeting Minutes 1/9/24

Strategic Plan Relationship

Not applicable.

Board/Commission Review

The Planning Commission voted unanimously to approve the conditional use permit. There were no comments at the public hearing.

Financial Impact

Not applicable.

Public Outreach/Input

Notices of a public hearing were:

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

Staff Recommendation

By motion, adopt the Resolution.

Attachment List

1. Attachments
2. Unapproved PC Minutes 01/09/24

City of Blaine

Signature Copy

Resolution: RES 24-16

Resolution Granting a Conditional Use Permit for a Church in the Single Family (R-1) Zoning District at 2350 124th Court NE. Cornerstone Church of Blaine (Case File No. 23-0086/SLK)

WHEREAS, an application has been filed by INDEPENDENT SCHOOL DISTRICT NO. 16 as Conditional Use Permit Case File No. 23-0086 for Cornerstone Church of Blaine; and

WHEREAS, said case involves the property described as follows:

Lot 6, Block 1, THE LAKES OF RADISSON THIRTIETH ADDITION. Subject to drainage and utility easements as shown on this plat, THE LAKES OF RADISSON THIRTIETH ADDITION. Subject to the dedication to the County of Anoka the right of access onto County State Aid Highway No. 14 as designated on this plat, THE LAKES OF RADISSON THIRTIETH ADDITION. Subject to the reservation to the State of Minnesota in trust for taxing districts concerned of all minerals and mineral rights as provided by law. Subject to the right of access onto County State Aid Highway No. 14 and County State Aid Highway No. 52 as designated on this plat, THE LAKES OF RADISSON, filed as Document No. 429662 on May 2, 2003. SUBJECT TO: To a 150-foot wide easement for electrical transmission line or system and incidental rights in favor of United Power Association, an incorporated cooperative association under the laws of the State of Minnesota (formerly The Rural Cooperative Power Association) over part of the Northeast Quarter and of the East Half of the Northwest Quarter of Section 9, Township 31, Range 23, as set forth in instrument filed December 17, 1968 and recorded in Book 808 at page 590, as modified by instrument filed July 30, 1976 as Anoka County recorder document No. 449566. To an easement for county ditch No. 41, as shown by map of county ditch No. 41 on file in the office of the Anoka County surveyor.

WHEREAS, the Blaine Planning Commission held a public hearing on January 9, 2024, and recommended approval regarding said Conditional Use Permit; and

WHEREAS, the Blaine City Council has reviewed said case on February 5, 2024; and

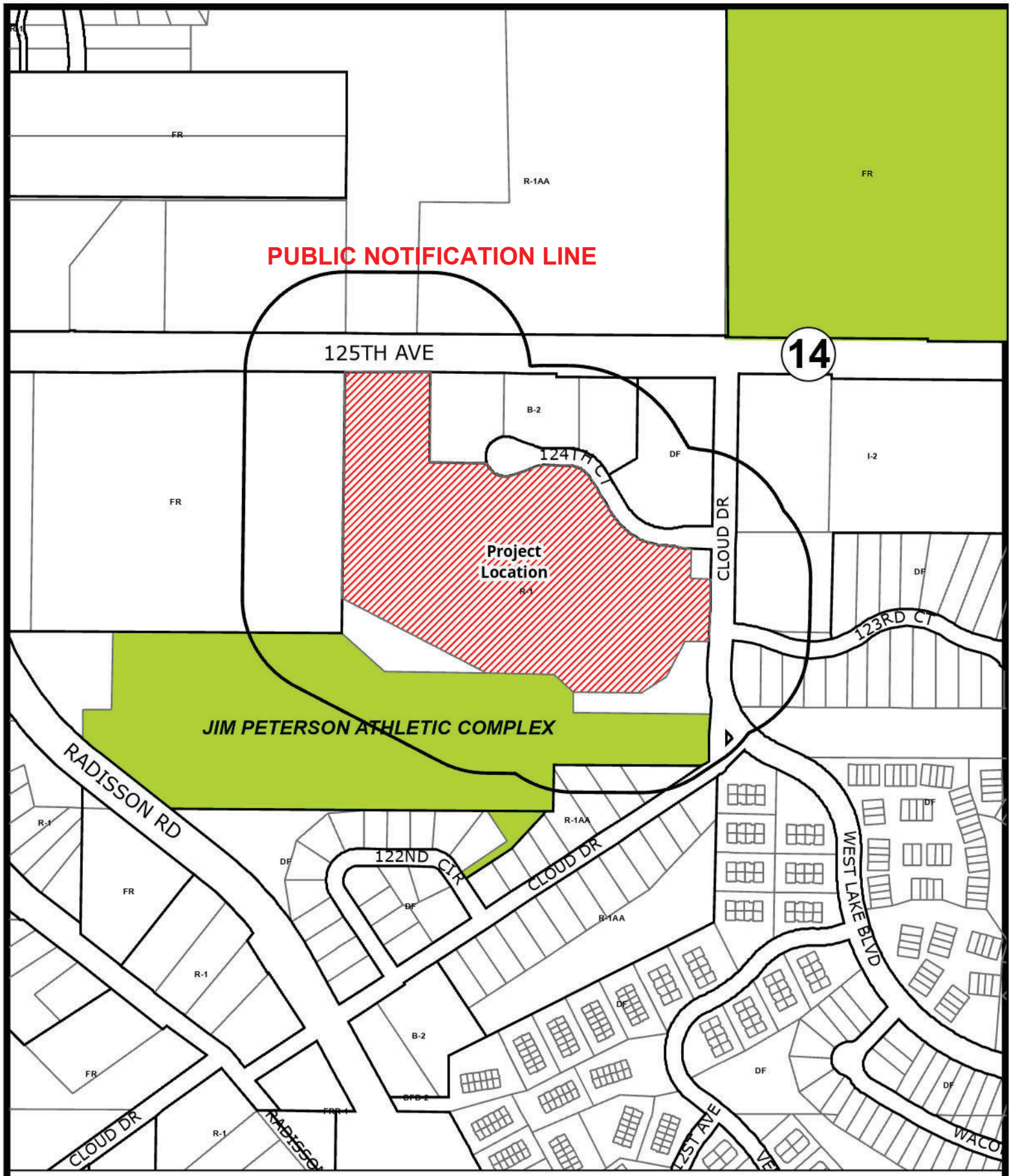
WHEREAS, the criteria identified in Section 27.04 for granting a conditional use permit has been met.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine that a conditional use permit is hereby approved per Section 29.034(b) and 27.04 of the Zoning Ordinance to allow for a conditional use permit for a church in the Single Family (R-1) zoning district subject to the following conditions:

1. The church must manage on-site parking demand.
2. All parking must be on site.
3. The City reserves the right to require the church to provide on-site traffic management should the need arise at some point in the future.

4. Temporary uses such as outdoor events, are not permitted without a Special Events License issued by the City.

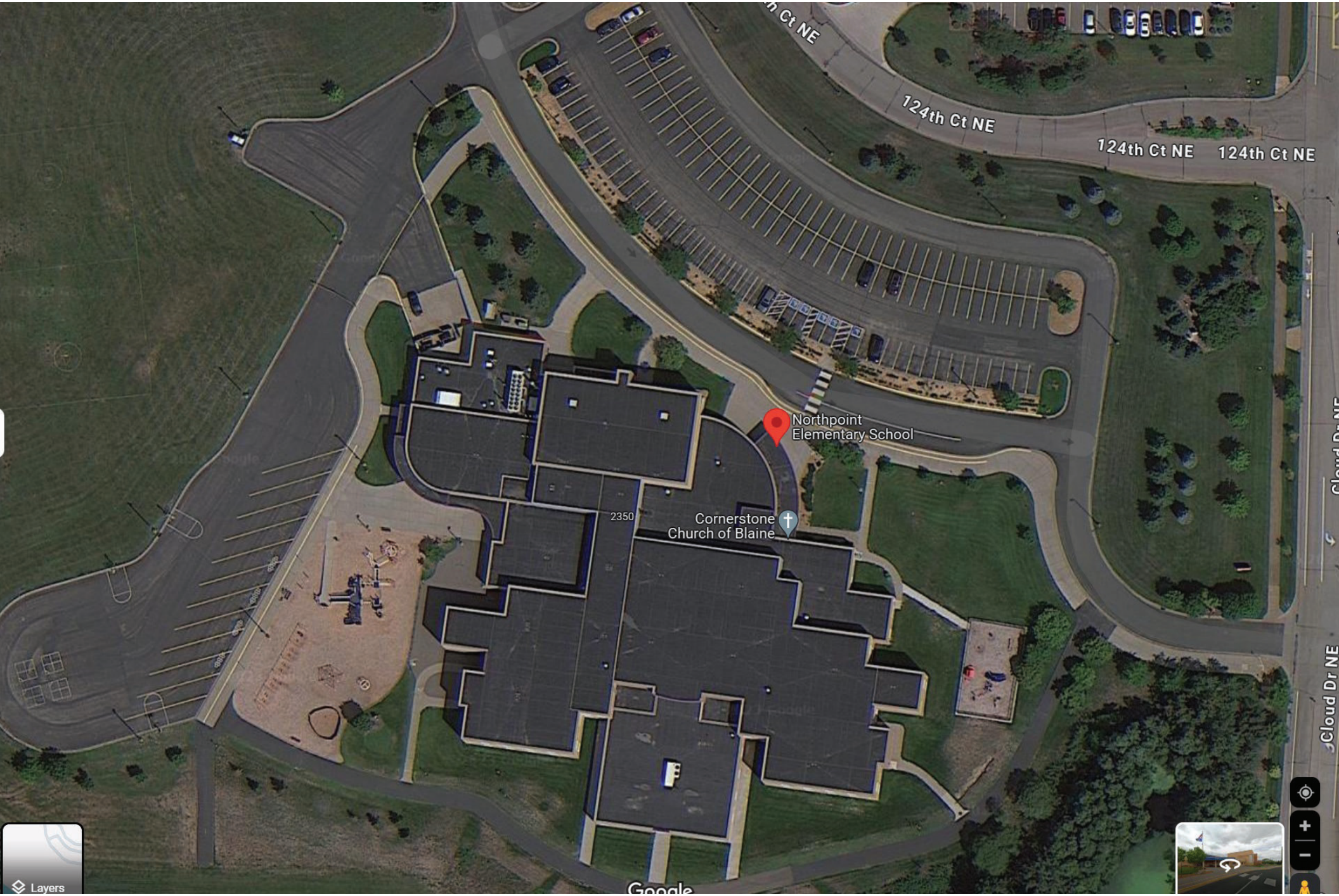
PASSED by the City Council of the City of Blaine this 5th day of February, 2024.



Case File No. 23-0086
Cornerstone Church of Blaine

BlaineMN.gov

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


124th Ct NE
124th Ct NE
124th Ct NE
Northpoint
Elementary School
2350
Cornerstone
Church of Blaine
Cloud Dr NE
Layers
Google

Josh Gregersen
Cornerstone Church of Blaine
PO Box 490342
Blaine, MN 55449
(773) 290-3150

December 11, 2023

City of Blaine
Planning and Community Development
c/o Sheila Sellman
10801 Town Square Drive NE
Blaine, MN 55449

Dear Ms. Sellman,

I write on behalf of Cornerstone Church of Blaine to apply for a Conditional Use Permit. We would like to hold religious services on Sunday mornings at Northpoint Elementary (2350 124th Ct NE, Blaine, MN 55449). The following details described our planned use of the space:

Congregation size: We have a small church, with attendance between 50 and 70 people each Sunday.

Hours of use: The building will be in use from 8am to noon every Sunday. Most of these hours are for set-up and tear-down activities. Our worship service runs from 10:00am to 11:00am.

Location: Our current plan is to use the cafeteria space and a couple of the classrooms. In the future, we intend to move our services to the gym as attendance grows. We have no plans to hold outdoor services at this time. We do plan to allow children to play on the school playground.

Parking: Attached is a map of the parking at Northpoint Elementary, which includes 113 spaces and 5 handicapped spaces in the main lot, as well as additional parking in the bus lot. This provides at least three times the parking we currently need for our services.

Narrative: We are a small church that was planted 20 years ago to serve the Blaine community. We strive in every way to bless our neighbors and the Blaine community. We meet regularly to read the Bible, pray, and worship Jesus Christ together. In addition to our 10:00am worship service, we also offer a children's program, which takes place at the same time as the service. This is all the programming we currently have on Sunday mornings.

As described above, we are a church that has every desire to be excellent neighbors to the surrounding community, and our small size would allow us to hold worship services at Northpoint Elementary with a minimal impact upon traffic and noise.

Please let us know if there is anything else you require from us in conjunction with this CUP application.

Respectfully,

Josh Gregersen
Senior Pastor
Cornerstone Church of Blaine
Josh.gregersen@ccblaine.org
(773) 290-3150

CITY OF BLAINE

RESOLUTION NO. 07-06

**GRANTING A CONDITIONAL USE PERMIT
PER SECTION 29.34 (c) OF THE ZONING ORDINANCE
OF THE CITY OF BLAINE
INDEPENDENT SCHOOL DISTRICT #16
2350 124th COURT NE**

WHEREAS, an application has been filed by Independent School District #16 as conditional use permit Case File No. 06-84; and

WHEREAS, a public hearing has been held by the Blaine Planning Commission on December 12, 2006; and

WHEREAS, the Blaine Planning Commission recommends said conditional use permit be approved; and

WHEREAS, the Blaine City Council has reviewed said case on January 4, 2007.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine that a conditional use permit is hereby approved per Section 29.34 (c) of the zoning ordinance to construct a 88,500 square foot elementary school with athletic fields in an R-1 (Single Family) zoning district at 2359 124th Court NE based on the following conditions:

1. The applicant to obtain site plan approval, meeting all grading, landscaping, building, and fire code requirements prior to any site work. A permit is needed from the Coon Creek Watershed District prior to a building permit being issued.
2. A Conditional Use Permit amendment will be required prior to the construction of any accessory structures on site. Any accessory buildings will be required to be constructed of materials consistent with the construction of the school.
3. The Conditional Use Permit authorizes the development and use of the athletic play fields to meet the recreation needs of the elementary school. Any subsequent use of these outdoor facilities, by other than the elementary school, would require an amendment of the Conditional Use Permit and in the case of an agreement to allow City recreation programming or use, a Joint Use Agreement approved by the City and the school district.

PASSED by the City Council of the City of Blaine this 4th day of January 2007.

Tom Ryan

Tom Ryan, Mayor

ATTEST:

Catherine B. Ekstrand

Catherine B. Ekstrand, Deputy City Clerk

COUNCIL ACTION: 07-18

City of Blaine
Anoka County, Minnesota
Signature Copy

Resolution: RES 13-045

10801 Town Square Dr.
Blaine MN 55449

File Number: RES 13-045

GRANTING A CONDITIONAL USE PERMIT AMENDMENT TO ALLOW FOR A SIX CLASSROOM ADDITION ONTO THE SOUTH SIDE OF NORTHPOINT ELEMENTARY SCHOOL AT 2350 124th COURT NE. INDEPENDENT SCHOOL DISTRICT #16. (CASE FILE NO. 13-0019/SLK)

WHEREAS, an application has been filed by Independent School District #16 as Conditional Use Permit Amendment Case File No. 13-0019; and

WHEREAS, the Blaine City Council has reviewed said case on April 4, 2013.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine that a Conditional Use Permit Amendment is hereby approved per Section 29.34 (c) of the zoning ordinance to allow for a six classroom addition onto the south side of Northpoint Elementary School at 2350 124th Court NE based on the following conditions:

1. The applicant to obtain site plan approval, meeting all grading, landscaping, building, and fire code requirements prior to any site work. A permit is needed from the Coon Creek Watershed District prior to a building permit being issued.

2. Any trees removed for the construction of the building or access drive must be relocated on the site. A landscape plan identifying the removals/relocations must be submitted prior to a building permit being issued for the addition.

PASSED by the City Council of the City of Blaine this 4th day of April 2013.

Signed by Tom Ryan
Tom Ryan, Mayor

Date 4-4-13

Attest by Jane M. Cross **Date** 4-4-13

Jane M. Cross, CMC, City Clerk

COUNCIL ACTION 13-099

City of Blaine
Planning Commission

January 9, 2024 | 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, January 9, 2024. Chair Goracke called the meeting to order at 7:00PM.

2. Roll Call

Members Present: Commission Members Gorzycki, Homan, Olson, Swanson, and Chair Goracke.

Members Absent: Commission Members Deonauth and Halpern.

Staff Present: Shelia Sellman, City Planner
Teresa Barnes, Project Engineer

4. Public Hearing

4.1. 2023-641 Case File No. 23-0086 // Cornerstone Church of Blaine // 2350 124th Court NE
The applicant is requesting a conditional use permit for a church in the Single Family (R-1) zoning district.
Sponsors: Shawn Kaye, Planner

The report to the planning commission was presented by Sheila Sellman, City Planner. The public hearing for Case File 23-0086 was opened at 7:03PM. As no one wished to appear, the public hearing was closed at 7:03PM.

Motion by Commissioner Homan to recommend approval of Planning Case 23-0086 based on the following conditions:

<u>Case 23-0086:</u>

1. **The church must manage on-site parking demand.**
2. **All parking must be on site.**

3. The City reserves the right to require the church to provide on-site traffic management should the need arise at some point in the future.
4. Temporary uses such as outdoor events, are not permitted without a Special Events License issued by the City.
Motion seconded by Commissioner Swanson.

The motion passed 5-0.

Chair Goracke noted this would be on the agenda of the February 5, 2024 city council meeting.

City of Blaine
Staff Report

File Number: RES 24-17

Agenda Date	Status
February 5, 2024	
In Control	**File Type**
City Council	Resolution

Development Business - Sheila Sellman, City Planner

Agenda Item # 10.2

Resolution Granting a Conditional Use Permit for Three Accessory Buildings in the Single Family (R-1) Zoning District at 10719 Madison Street NE. Patricia Gower (Case File No. 23-0083/SAS)

Executive Summary

The applicant is requesting a conditional use permit to allow three accessory buildings on a Single Family (R-1) lot. There is currently a detached garage and two sheds on the property.

Background

Planning Commission Public Hearing	01/09/24
City Council (Conditional Use Permit)	02/05/24
Action Deadline (60 Days)	01/19/24
Action Deadline (City Extended - 60 Days)	03/19/24

Staff report prepared by Sheila Sellman, City Planner, and Teresa Barnes, Project Engineer

Zoning
The subject site is zoned Single Family Residential (R-1).

Surrounding Zoning and Uses
The subject site is surrounded by single family homes that are also zoned R-1.

Existing Conditions
The subject site has a single family home, detached garage and two accessory buildings on site.

History
The single family home was built in 1961 and the 400 square foot detached garage was built in 1964. The two accessory buildings do not have permits on file. In October, a complaint was filed regarding the

property having three accessory buildings without a conditional use permit.

Evaluation of Request
The applicant is requesting a Conditional Use Permit (CUP) to allow three access buildings on a lot in an R-1 zoning district (Chapter 29.034(f) of the zoning code).

Site Plan
The subject site was developed in 1961 with a single family home and in 1964 a detached garage was built. It is unclear when the 8'x8' shed was built as no permits are on file. According to aerial photos, the 8'x10' shed was built between 2005 and 2008. There are no permits on file for this shed.

Architecture
The style and color of the accessory buildings shall be compatible with the principal building. The accessory structures are compatible.

Grading/Storm Drainage
The three accessory structures already exist; therefore, no grading is proposed to occur and the existing structures do not appear to be affecting any of the storm drainage within the area.

Wetlands/Watershed
There are no wetlands or FEMA flood plain on the existing site. A Coon Creek Watershed District review is not required.

Access/Street Design/Sidewalks/Trails
The site is currently accessed through an existing driveway; no additional access is being requested nor would it be granted. No additional street design, sidewalks or trails will be required.

Easements/Right-of-way/Permits
No additional easements or right-of-way will be required.

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

Section 27.04 Criteria for granting conditional use permits:
The Blaine City Council shall consider the advice and recommendations of the Planning Commission and the effect of the proposed use on the comprehensive plan and upon the health, safety, and general welfare of occupants of surrounding lands. Among other things, the Council shall consider the following findings where applicable. (Ord. No. 20-2447, 7-20-2020)

1. The use shall not create an excessive burden on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area.
    - Additional accessory buildings will not increase the burden on public facilities or utilities.
2. The use will be located, designed, maintained, and operated to be compatible with adjoining properties and the existing or intended character of the zoning district.

    - The additional accessory buildings are typical for a single family residential district and are compatible with the adjoining properties and character of the zoning district.
3. The use shall have an appearance that will not have an adverse effect upon adjacent properties.
    - The additional accessory buildings will not have an adverse effect on adjacent properties.
4. The use, in the opinion of the City Council, shall be reasonably related to the overall needs of the City and to the existing land use.
5. The use shall be consistent with the purposes of the zoning code and purposes of the zoning district in which the applicant intends to locate the proposed use.
    - In the R-1 district, three accessory structures are permitted with a conditional use permit up to 1,000 square feet. The total square footage of the three accessory structures is approximately 570 square feet. This is consistent with the R-1 district.
6. The use shall not be in conflict with the comprehensive plan of the City.
    - The use is consistent with the comprehensive plan.
7. The use will not cause traffic hazards or congestion.
    - The additional accessory buildings will not cause traffic hazard or congestion.
8. The use shall have adequate utilities, access roads, drainage and necessary facilities.
    - The additional accessory buildings will not be serviced by utilities. The existing main structure is served with the required utility services, adequate roadway infrastructure and necessary drainage facilities to service the use.

Attachment List:
Zoning and Location Map
Site Plan
Unapproved Planning Commission Minutes 1/9/24

Strategic Plan Relationship

Not applicable.

Board/Commission Review

The Planning Commission voted unanimously to approve the conditional use permit. The applicant spoke at the public hearing clarifying the shed sizes and the need for the sheds.

Financial Impact

Not applicable.

Public Outreach/Input

Notices of a public hearing were:

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

3. Posted on the City website.

Staff Recommendation

By motion, adopt the Resolution.

Attachment List

1. Attachments
2. Unapproved PC Minutes 01/09/24

City of Blaine

Signature Copy

Resolution: RES 24-17

Resolution Granting a Conditional Use Permit for Three Accessory Buildings in the Single Family (R-1) Zoning District at 10719 Madison Street NE. Patricia Gower (Case File No. 23-0083/SAS)

WHEREAS, an application has been filed by Patricia Gower as Conditional Use Permit Case File No. 23-0083; and

WHEREAS, said case involves the property described as follows:

Lot 25 Block 3 DONNAYS OAK PARK 9TH

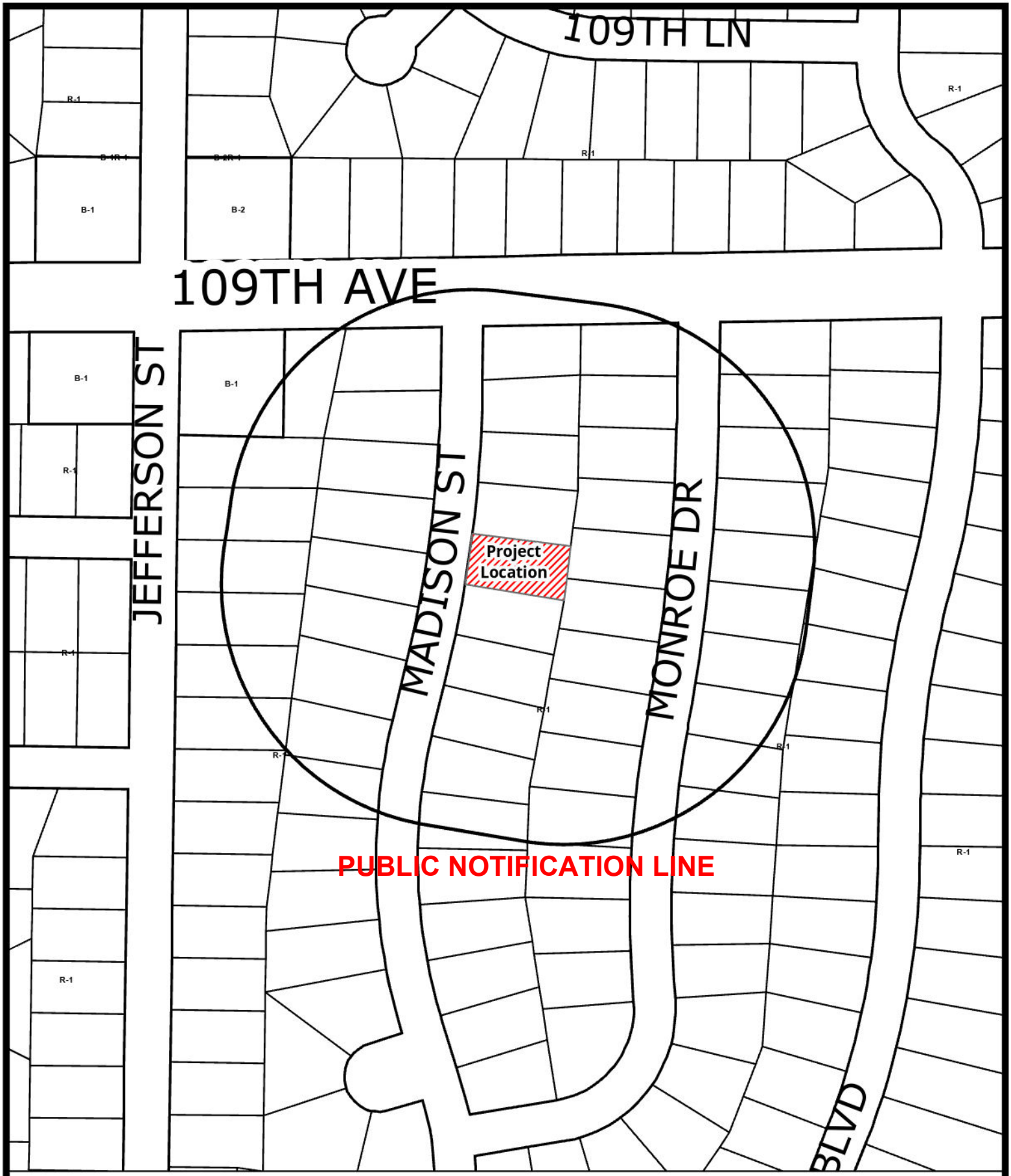
WHEREAS, the Blaine Planning Commission held a public hearing on January 9, 2024, and recommended approval regarding said Conditional Use Permit; and

WHEREAS, the Blaine City Council has reviewed said case on February 5, 2024; and

WHEREAS, the criteria identified in Section 27.04 for granting a conditional use permit has been met.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine that a conditional use permit is hereby approved per Section 29.034(f) and 27.04 of the Zoning Ordinance to allow three accessory buildings in the Single Family (R-1) zoning district at 10719 Madison Street NE.

PASSED by the City Council of the City of Blaine this 5th day of February, 2024.

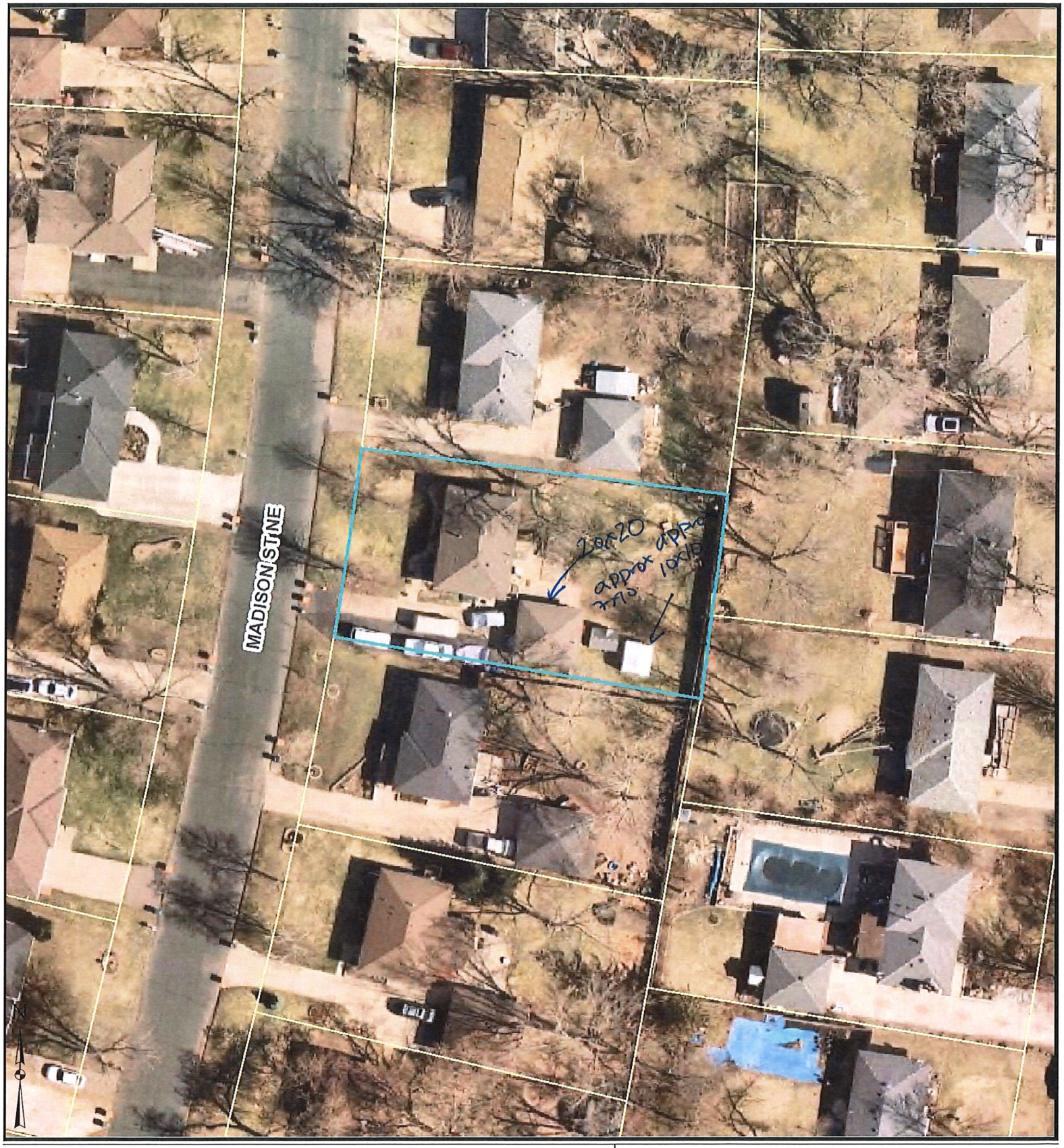


Case File No. 23-0083
Patricia Gower

BlaineMN.gov

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

Anoka County Parcel Viewer



Parcel Information:
19-31-23-12-0078
10719 MADISON ST NE
BLAINE
MN 55434
Plat: DONNAYS OAK PARK 9TH

Approx. Acres: 0.25
Commissioner: JULIE JEPPSON

Owner Information:
WIEBUSCH, SHEILA
11917 WASHINGTON ST NE
BLAINE
MN
55434

noka County GIS | 1:600 | Date: 11/20/2023

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

City of Blaine
Planning Commission

January 9, 2024 | 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, January 9, 2024. Chair Goracke called the meeting to order at 7:00PM.

2. Roll Call

Members Present: Commission Members Gorzycki, Homan, Olson, Swanson, and Chair Goracke.

Members Absent: Commission Members Deonauth and Halpern.

Staff Present: Shelia Sellman, City Planner
Teresa Barnes, Project Engineer

4. Public Hearing

4.2. 2023-628 Case File No. 23-0083 // Patricia Gower // 10719 Madison Street NE
The applicant is requesting a conditional use permit for three accessory buildings in the Single Family (R-1) zoning district.
Sponsors: Sheila Sellman, City Planner

The report to the planning commission was presented by Sheila Sellman, City Planner. The public hearing for Case File 23-0083 was opened at 7:05PM.

Shelly Gower spoke on behalf of her mother, Patricia Gower, who was the applicant. She noted there were two sheds on the property, one was 8'x10' and the other was 8'x8'. She explained her mother has been a resident of Blaine since 1961, which was prior to any of the current zoning codes being in place. She explained lawn tools and snow removal equipment were being stored in the sheds.

The public hearing was closed at 7:08PM.

Motion by Commissioner Swanson to recommend approval of Planning Case 23-0083

approving the conditional use permit for three accessory buildings in the Single Family (R-1) zoning district at 10719 Madison Street NE. Motion seconded by Commissioner Olson. The motion passed 5-0.

Chair Goracke noted this would be on the agenda of the February 5, 2024 city council meeting.

City of Blaine
Staff Report

File Number: RES 24-18

Agenda Date	Status
February 5, 2024	
In Control	**File Type**
City Council	Resolution

Development Business - Sheila Sellman, City Planner

Agenda Item # 10.3

Resolution Granting a Preliminary Plat to Create Two Lots to be Known as National Sports Village 2nd Addition at 2030 105th Avenue NE. 105th Blaine Business Park, LLC. (Case File No. 23-0085/SAS)

Executive Summary

The applicant is requesting to subdivide the existing site into two lots. As part of the financing for the project the applicant needs each building to be on their own lot. The original development had two buildings on one lot. The approved development does not change with this action.

Background

Planning Commission Public Hearing	01/09/24
City Council (Preliminary Plat)	02/05/24
City Council (Final Plat)	TBD
Action Deadline	02/13/24

Staff report prepared by Sheila Sellman, City Planner, and Teresa Barnes, Project Engineer

Request

The applicant is requesting to subdivide the existing 3 acre parcel into two parcels. When creating two new parcels, Lot 2 will not have parking on the lot. Therefore, off-site parking is necessary and requires a conditional use permit. This development has previous approvals for two buildings on one lot, outdoor dining and shared parking. Since the Conditional Use Permit (CUP) for two buildings on one lot will no longer be valid, staff has recommended this CUP request encompass the already existing CUPs (outdoor dining and shared parking) for the development into one CUP which will also include off-site parking.

Zoning

The subject site is zoned 105th Avenue Redevelopment District.

Surrounding Zoning and Uses
The site is at the corner of 105th Avenue and Radisson Road. Kwik Trip is across 105th Avenue and is zoned Planned Business District (PBD). The parcels to the west and south are zoned Airport and consist of soccer fields or ball fields. Across Radisson Road is Victory Links Golf Course, also zoned Airport.

Existing Conditions
The site is currently under construction for development that was approved in May 2023.

History
In May, the site was subdivided into two lots. The subject site was one 3-acre parcel and the remaining 33 acres includes soccer fields, baseball fields, golf greens and parking lots. The Metropolitan Airport Commission (MAC) owns the site.

In addition to the subdivision, the subject site received site plan approval and CUPs for two buildings on one lot (two retail buildings) with outdoor dining, and shared parking. Specifically, the first building at the corner of Radisson Road and 105th Avenue is proposed to be a 9,100 square foot Pizza Pub Prime with a 3,000 square foot rooftop patio and a 1,000 square foot ground patio. The second building will consist of 20,000 square feet of mixed uses. As proposed, there will be a Mexican restaurant, private member club, office, health/athletic services, retail, and grab and go food. Building two will have rooftop patios and ground floor patios.

Preliminary Plat Standards of Review

1. The Planning Commission and the Council, in their review of the preliminary plat, will consider the requirements of the community, the best use of the land being subdivided, the size and arrangement of the proposed lots, open space requirements, and necessary fire protection.
2. The subdivision shall conform to the adopted comprehensive plan, official maps, and the zoning ordinance.
3. The arrangement, character, extent, width and location of all streets shall be considered in their relation to existing and planned streets, to reasonable circulation of traffic, to topographic conditions, to water supply, and sewage disposal, to drainage of stormwater, to public convenience and safety, and in their appropriate relation to the proposed use of the land to be served by such streets. Wherever possible and necessary, the arrangement of streets in new subdivisions shall provide for the continuation of existing streets in adjoining areas. Where adjoining unsubdivided areas may be subdivided, the arrangement of streets in a new subdivision shall make provision for the proper projection of streets into adjoining areas by carrying the new streets to the boundaries of the new subdivision at appropriate locations.

Evaluation of Request
Plat
The subject site is currently described as Lot 1, Block 1 National Sports Village. The proposed preliminary plat splits this lot into two lots. Lot 1 is approximately 98,735 square feet and lot 2 is approximately 31,934 square feet. The 105th Redevelopment District does not have minimum lot size requirements.

Site Plan

As previously approved, Lot 1 will have a 9,100 square foot Pizza Pub Prime with a 3,000 square foot rooftop patio and a 1,000 square foot ground patio. With the new lot lines, Lot 1 will have all the parking for the development. Lot 2 will consist of 20,000 square feet of mixed uses. As proposed, there will be a Mexican restaurant, private member club, office, health/athletic services, retail and grab and go food. Building two will have rooftop patios and ground floor patios. Lot 2 will not have any parking and will have shared parking and off-site parking with Lot 1 and both lots will have shared parking with the NSC on their existing parking lot to the west. New or modified access and parking agreements will be required to reflect the new legal descriptions.

Section 30.910 outlines development standards for commercial development in the 105th Avenue Redevelopment District.

(a) Setbacks. A consistent street edge must be maintained at the right-of-way line along all street frontages. Street edge elements may consist of the principal building, landscaping, outdoor seating, or a combination of these elements. Exceptions may include property adjacent to a water feature, surface parking, or other instances the city council deems appropriate.

- Building one is located at the corner of 105th Ave and Radisson Road on Lot 1. The northern portion of the building is along the street edge and the east side is adjacent to Radisson Road with a building setback of 27 feet. The proposed outdoor patio has a setback from the side property line of approximately 15 feet and the building setback from the side property line is 27.5 feet. On Lot 2, the building setback varies from 58 feet to 68 feet adjacent to Radisson Road (front). The patio is about 50 feet from the property line along Radisson Road. The side setbacks are 27.5 feet and 15 feet and the rear yard setback (facing the parking lot) is 13 feet. With the speeds and traffic on Radisson Road, it is appropriate to have a greater setback.

(b) Building height. All buildings shall be in compliance with Federal Aviation Administration regulations. Any building over 50 feet, with a maximum height of 150 feet, requires a conditional use permit.

- The proposed building height is about 31 feet or 36 feet as measured to the rooftop mechanical equipment.

(c) Sidewalks are required along all public and private streets. The location and alignment of new sidewalks shall connect directly to existing sidewalk network.

- There is existing sidewalk along 105th Avenue and Radisson Road.

(d) Mechanical equipment. All mechanical equipment shall be screened and properly maintained with material similar to the material used on the main structure. Screened mechanical shall not be located in the front or street side yards.

- The proposed elevations show the building equipment screened with metal paneling that matches the accents on the buildings.

(e) Trash enclosure. Refuse facilities shall be located only in the side yards or rear yards when feasible. Refuse facilities may be located in the front yard subject to approval of the zoning administrator. Such facilities shall be constructed of masonry materials such as brick or textured block in colors compatible with the principal structure. Such facilities shall have solid gates.

- This requirement is met.

Architecture
At least seventy-five percent (75%) of all exterior wall finishes on any building shall be comprised of a combination of at least three of the following materials with all materials present on each elevation. All buildings must meet and be consistent with design guidelines.

(a) Brick.
(b) Natural or cultured stone.
(c) Glass.
(d) Stucco.
(e) Cementous siding.
(f) Architectural metal.
(g) Integrally colored rock-faced block.

- The proposed buildings are comprised of brick, glass, composite wood (similar to cementous siding) and architectural metal. All buildings incorporate a four-sided design.

Façade articulation shall be provided through any of the following elements:
(1) A projecting bay, entry vestibule, or recess extending from the ground level through the second floor.
(2) A ground-level recess.
(3) A change in the rhythm of windows at the ground level and second floor, combined with a change of parapet height or material.

- The buildings incorporate all three façade articulations listed above. All buildings shall have at least one customer entrance facing an abutting public or private street, rather than just the parking area. A building may have more than one entrance. Customer entrances shall be open to the public during business hours.
- The buildings mainly face Radisson Road. Due to the high volume of traffic along this road, entrances are not provided on this side. Main building entrances shall be architecturally emphasized and visible from the street by utilizing design features such as awnings, pillars, special building materials or architectural details.
- The buildings have metal awnings that provide a material change, which are visible from the street. All buildings shall provide ground floor windows along facades, parks, plazas or other public outdoor spaces. Darkly tinted windows or windows that block two-way visibility, are prohibited. The buildings meet this requirement.

Section 30.912 Outdoor seating and service of food and beverages.
(a) The use shall not be located in the interior or rear yard if the use is adjacent to a parcel that is occupied by a residential use. This will not apply if the first floor of the building located on the adjacent parcel is not occupied by a residential use or if a residential use is located above the principal use.

- The outdoor dining is not adjacent to residential uses.

(b) Additional parking will not be required if the outdoor seating area does not exceed 500 square feet or ten percent of the gross floor area of the principal use, whichever is less. Parking will be required at

the same rate as the principal use for that portion of outdoor seating area in excess of 500 square feet or ten percent of the gross building area, whichever is less.

- The outdoor dining areas are part of the submitted parking analysis and are accounted for in the parking calculations.
- Fencing is required around patios and shall comply with design guidelines.

Section 30.911 Commercial Parking

Parking areas shall have access to a public alley or street. Driveways shall be located to minimize interference with traffic movement. Parking will be reviewed as part of the site plan approval process. A parking analysis is required as part of the review. On street parking, parking structure, and shared parking are encouraged.

(a) Surface parking.

(1) Parking lots, when feasible, should be located to the rear of the buildings, or side yard.

- This requirement is met.

(2) When parking areas abut the street, the sidewalk edge must be delineated with landscaping, architectural fencing (meeting design guidelines) or other decorative features.

- Landscaping is proposed, this requirement is met.

(b) Shared parking.

(1) A conditional use permit may be granted for one or more businesses to provide the required off-street parking facilities by joint use of one or more sites where the total number of spaces provided are less than the sum of the total required for each business should they provide them separately.

(2) Conditions required for shared parking.

(aa) The building or use for which application is being made to utilize off-street parking facilities provided by another building or use shall be located within 800 feet of such parking facilities.

(bb) The application shall demonstrate there is no substantial conflict in using shared facilities through a professional parking analysis.

(cc) Shared parking facilities shall record with the county an irrevocable covenant running with the land. A certified copy of the recorded agreement shall be provided to the zoning administrator prior to issuance of a building permit.

- The parking analysis that was submitted indicated that at peak weekday demand, there is a need for 232 parking spaces. The analysis showed there is a need for 198 stalls for the restaurants (including the patios), 19 for the office space, and 15 for retail. The site plan shows 157 stalls onsite. There will be shared parking with the NSC on their existing parking lot to the west, which has about 136 stalls. Combined, that is a total of 293 stalls. Shared parking requires a CUP. The 105th Redevelopment District does not have specific numbers for parking and relies on parking analysis. Applying the typical requirements, the required parking would be 208 parking stalls. The site has adequate spaces with shared parking.

(d) Off-site parking. Any off-site parking which is used to meet the requirements below shall be a conditional use

(1) Reasonable access from the off-site parking facilities to the use being served shall be provided.

(2) An agreement or lease shall be approved as part of the conditional use permit. The agreement/lease shall specify the total number and location of parking spaces under contract.

(e) The off-street parking requirements shall be established by the zoning administrator based upon the characteristics and functional similarities between uses including, but not limited to: the size of building, type of use, number of employees, expected volume and turnover of customer traffic, and expected frequency and number of delivery or service vehicles. For structures containing multiple uses, each shall be calculated separately. The requirements may be revised upward or downward by the city council as part of an application for a conditional use permit based on verifiable information pertaining to parking.

- The proposed off-site parking is due to the new property lines. When originally approved, this development had two buildings on one lot and the parking lot served both buildings in addition to the shared parking with NSC. Now that there are new property lines, Lot 2 does not have parking within its lot lines, therefore off-site parking and shared parking is required with Lot 1, which encompasses the parking lot.

Landscaping

The submitted landscape plan includes a mixture of trees and shrubs and meets the landscape requirements.

Park Dedication

Park dedication was paid with the first addition and is not required for this lot split. If and when the remaining 33 acres develop, park dedication will be required at the time of platting.

Lighting

The site lighting shall follow the design guidelines and be approved with the building permit.

Signage

All signage must be approved by the City Council. Detailed sign design with specifications and details shall be submitted for approval. Signage for the development should not deviate from what is approved, any deviations from the approved sign plan will require city council approval. Staff suggests the applicant review the design guidelines and be creative with signage. Rooftop signage and incorporating signage with metal awnings should be explored.

Grading/Storm Drainage

Site grading and storm drain construction already occurring on site is progressing per the approved Site Plan Construction Drawings. As-built surveys will be required to verify structure elevations, custom grading requirements and final lot grading elevations.

Utilities

Utility construction already occurring on site is progressing per the approved Site Plan Construction Drawings. As-built surveys will be required to verify the installation per plan.

Wetlands/Watershed

The project received the required Coon Creek Watershed District permit on August, 24, 2023.

Access/Street Design/Sidewalks

The development will be accessed using an existing access point off 105th Ave NE and will construct a new right-in/right-out access to Radisson Road. New or modified access agreements will be required to account for the new legal descriptions.

Easements/Right-of-way/Permits
Drainage and utility easements will be required to be provided to account for any shared storm water management facilities and allow for surface water drainage where required per the approved construction drawing set.

Attachment List:
Zoning and Location Map
Preliminary Plat
Site Plan
Narrative
Unapproved Planning Commission Minutes 1/9/24

Strategic Plan Relationship

Not applicable.

Board/Commission Review

The Planning Commission voted unanimously to approve the preliminary plat. There were no comments at the public hearing.

Financial Impact

Not applicable.

Public Outreach/Input

Notices of a public hearing were:

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

Staff Recommendation

By motion, adopt the Resolution.

Attachment List

1. Attachments
2. Unapproved PC Minutes 01/09/24

City of Blaine

Signature Copy

Resolution: RES 24-18

Resolution Granting a Preliminary Plat to Create Two Lots to be Known as National Sports Village 2nd Addition at 2030 105th Avenue NE. 105th Blaine Business Park, LLC. (Case File No. 23-0085/SAS)

WHEREAS, an application has been filed by 105th Blaine Business Park, LLC, Case File No. 23-0085 for a preliminary plat known as National Sports Village 2nd Addition; and

WHEREAS, said case involves the division of land described as follows:

Lot 1, Block 1, NATIONAL SPORTS VILLAGE, Anoka County, Minnesota

WHEREAS, the Blaine Planning Commission has reviewed said case file on January 9, 2024; and

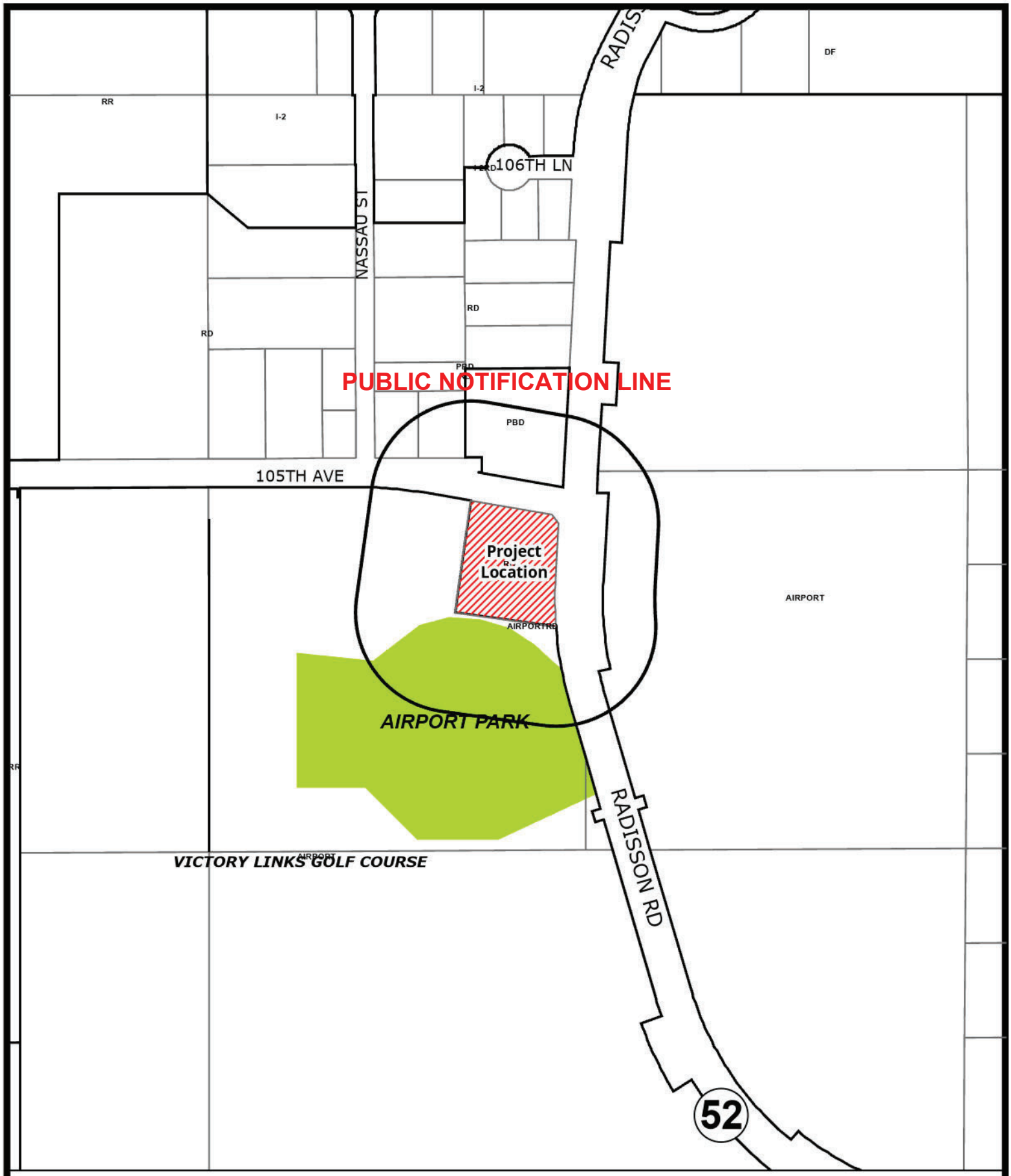
WHEREAS, the preliminary plat meets the general requirements of section 75-32 of the Blaine Zoning Code; and

WHEREAS, the Blaine Planning Commission held a public hearing on January 9, 2024 and recommend approval regarding said plat with conditions; and

NOW, THEREFORE, BE IT RESOLVEDby the City Council of the City of Blaine that preliminary plat approval per Section 75-32 of the subdivision regulations is hereby granted for National Sports Village 2nd Addition permitting preparation of a final plat for approval per Section 75-33 subject to the listed conditions.

1. The developer is responsible for recording the plat mylars with Anoka County. Proof of recording must be provided to the City.

PASSED by City Council of the City of Blaine this 5th day of February, 2024.



Case File No. 23-0085
National Sports Village 2nd Addition

BlaineMN.gov

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

City of Blaine
Planning & Zoning
10801 Town Square Dr NE
Blaine, MN 55449

Dear Mrs. Sellman, et. City Management, 12/4/23

Please find a preliminary plat to split the National Sports Village into two lots. The lender and title company originally thought each building would receive its own individual PID through the initial lot split process. It has since been clarified (no fault to the city) that both buildings received one PID which disables the ability to encumber each building separately for financing.

As a result, PinPoint Community Development on behalf of 105th Blaine Business Park, LLC and the MAC, are requesting the plat be split based on the submittals uploaded today 12/4/23. The MAC approved the lot split 12/2/23.

Regardless of the process; PinPoint would like to expedite the lot split to fulfill final obligations to the lender and title company who will allow us to proceed as we are with construction as long as the preliminary plat is approved.

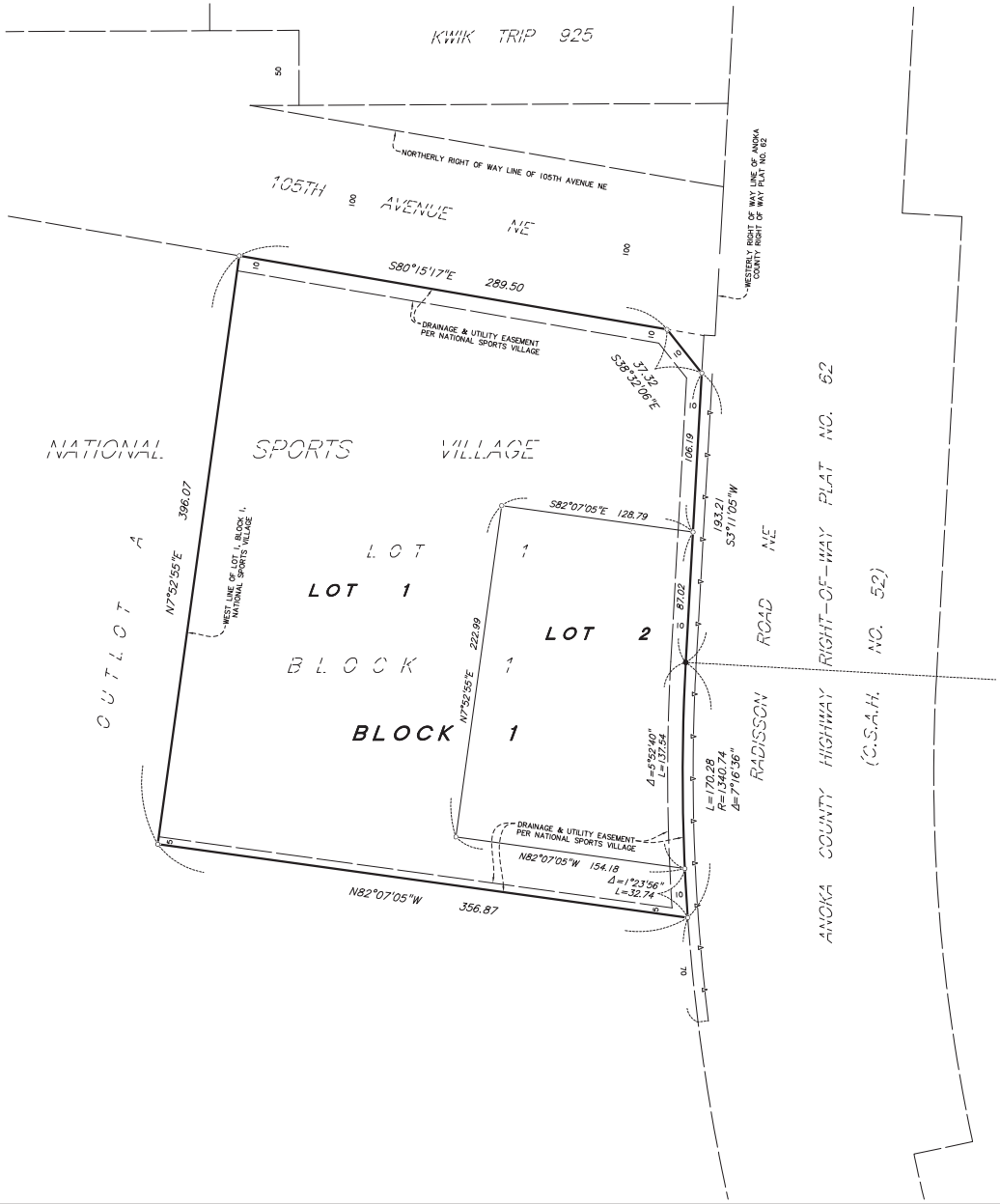
Please contact me with any questions/concerns/information needed.

Thank you,

Micheal Breese
CEO
PinPoint Community Development, LLC
612-978-3688; mjb@pinpointnational.com

NATIONAL SPORTS VILLAGE 2ND ADDITION

CITY OF BLAINE
COUNTY OF ANOKA
SEC. 21, T. 31, R. 23



PRELIMINARY
SUBJECT TO REVISION

- ○ Denotes 1/2 inch iron pipe monument set marked with P.L.S. No. 44890
- ● Denotes found 3 inch Anoka County survey disk
- Denotes Right of Access dedicated to Anoka County
- ⊛ Denotes Anoka County Cast Iron Monument

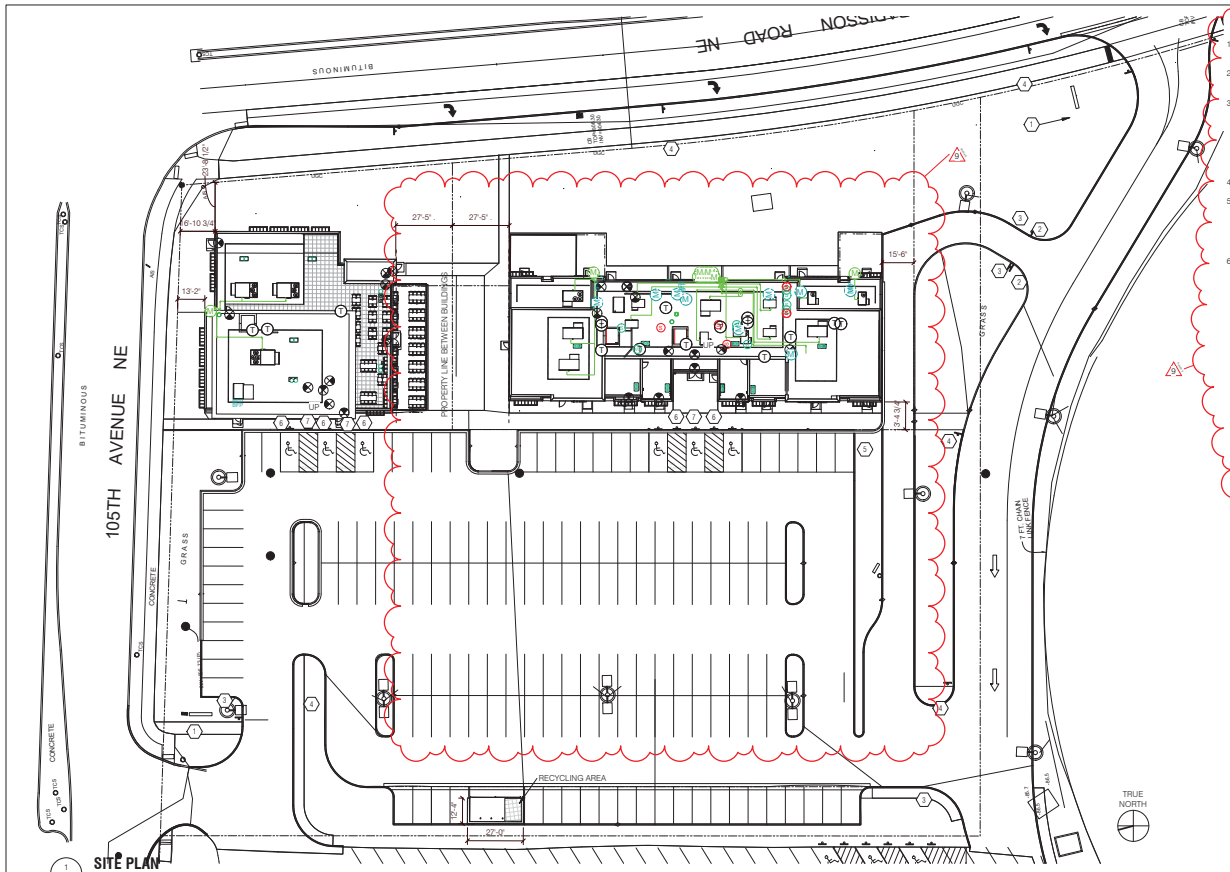
FOR THE PURPOSES OF THIS PLAT THE WEST LINE OF LOT 1, BLOCK 1, NATIONAL SPORTS VILLAGE IS ASSUMED TO BEAR N7°52'55"E

N

40 0 40 80
SCALE IN FEET

SUNDE LAND SURVEYING

SHEET 2 OF 2 SHEETS



1 A0.010 **SITE PLAN**
SCALE: 1" = 30'-0"

1. WALLS NOT RATED PER TABLE 602 WITH FIRE SEPARATION DISTANCE BETWEEN 10 AND 30' IN A TYPE VB BUILDING WITH A2, M, AND B USES.
2. OPENINGS IN EXTERIOR WALLS UNLIMITED BETWEEN THE TWO BUILDINGS PER TABLE 705.8 WITH DISTANCE BETWEEN 25 AND 30'. PROPOSED IS 27'-5'
3. OPENINGS IN EXTERIOR WALLS UNLIMITED ON RETAIL BUILDING EAST FACADE. WEST AND SOUTH ARE LIMITED PER TABLE. WITH OUR PERCENTAGE OF OPENINGS ON THE NORTH, WEST, AND SOUTH WALLS BETWEEN 35%-39%; THE OPENING AMOUNT AND PROTECTION REQUIREMENT PUTS THE LINE AT LEAST 10'-0" AWAY FROM THE BUILDING AS WELL. DISTANCE TO PROPERTY LINES ARE 13'-4" AND 15'-6"
4. OPENINGS IN EXTERIOR WALLS UNLIMITED OR RESTAURANT BUILDING WEST AND EAST FACADES
5. OPENINGS IN EXTERIOR NORTH WALL OF RESTAURANT LIMITED TO 45% WITH DISTANCE TO PROPERTY LINE AT 13.2' AND UNPROTECTED SPRINKLERED
   A. WALL AREA: 2,141
   B. OPENINGS: 381 = 17.8%
6. RECYCLING CALCULATION:
   A. RESTAURANT @ .003 X 20,480 = 62 SQFT
   B. MERCANTILE / OFFICES @ .0025 X 8,800 = 22 SQFT

SITE PLAN GENERAL NOTES

1. ENTRY DOORS WITH 1/2" MAXIMUM THRESHOLD HEIGHT.
2. CLEAR AREA AT DOORS, RAMP AND LANDINGS SHALL BE LEVEL OR AT 2% MAX. SLOPE.
3. MAXIMUM SLOPE AT PATH OF TRAVEL SHALL BE 1:20 WITH MAX. CROSS SLOPE AT 1:50.
4. SEE CIVIL FOR MORE INFO
5. SEE LANDSCAPE FOR MORE INFO

SITE PLAN PLAN KEYNOTES

NO	DESCRIPTION
1	MONUMENT SIGN
2	'DO NOT ENTER' SIGN
3	STOP SIGN
4	DIRECTIONAL SIGN
5	MENU AND SPEAKER
6	ACCESSIBLE PARKING SIGN
7	NO PARKING SIGN

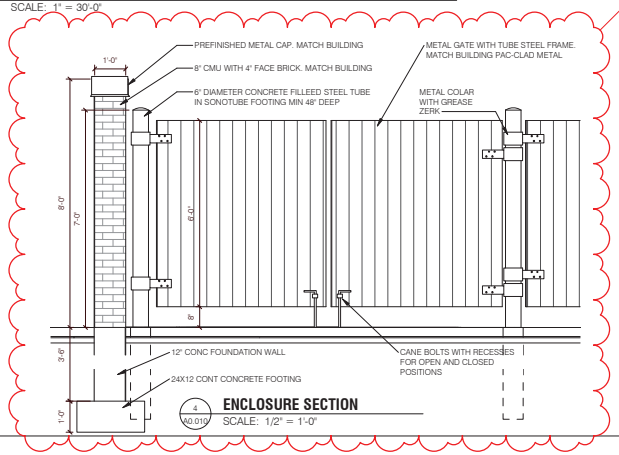
TABLE 705.8 MAXIMUM AREA OF EXTERIOR WALL OPENINGS BASED ON FIRE SEPARATION DISTANCE AND DEGREE OF OPENING PROTECTION

FIRE SEPARATION DISTANCE (feet)	DEGREE OF OPENING PROTECTION	ALLOWABLE AREA[a]
0 to less than 3[f, g, h]	Unprotected, Nonsprinklered (UP, NS)	Not Permitted[d]
	Unprotected, Sprinklered (UP, S)[i]	Not Permitted[d]
	Protected (P)	Not Permitted[d]
3 to less than 5[f, g]	Unprotected, Nonsprinklered (UP, NS)	Not Permitted
	Unprotected, Sprinklered (UP, S)[i]	15%
	Protected (P)	15%
5 to less than 10[e, f, i]	Unprotected, Nonsprinklered (UP, NS)	10%[b]
	Unprotected, Sprinklered (UP, S)[i]	25%
	Protected (P)	25%
10 to less than 15[e, f, g, i]	Unprotected, Nonsprinklered (UP, NS)	15%[b]
	Unprotected, Sprinklered (UP, S)[i]	45%
	Protected (P)	45%
15 to less than 20[f, g, i]	Unprotected, Nonsprinklered (UP, NS)	25%
	Unprotected, Sprinklered (UP, S)[i]	75%
	Protected (P)	75%
20 to less than 25[f, g, i]	Unprotected, Nonsprinklered (UP, NS)	45%
	Unprotected, Sprinklered (UP, S)[i]	No Limit
	Protected (P)	No Limit
25 to less than 30[f, g, i]	Unprotected, Nonsprinklered (UP, NS)	70%
	Unprotected, Sprinklered (UP, S)[i]	No Limit
	Protected (P)	No Limit
30 or greater	Unprotected, Nonsprinklered (UP, NS)	No Limit
	Unprotected, Sprinklered (UP, S)[i]	No Limit
	Protected (P)	No Limit

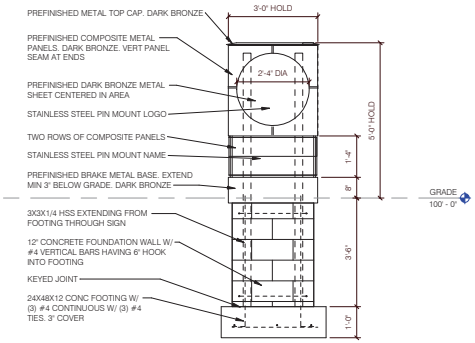
SECTION 602
CONSTRUCTION CLASSIFICATION

TABLE 602 FIRE-RESISTANCE RATING REQUIREMENTS FOR EXTERIOR WALLS BASED ON FIRE SEPARATION DISTANCE[a, d, e]

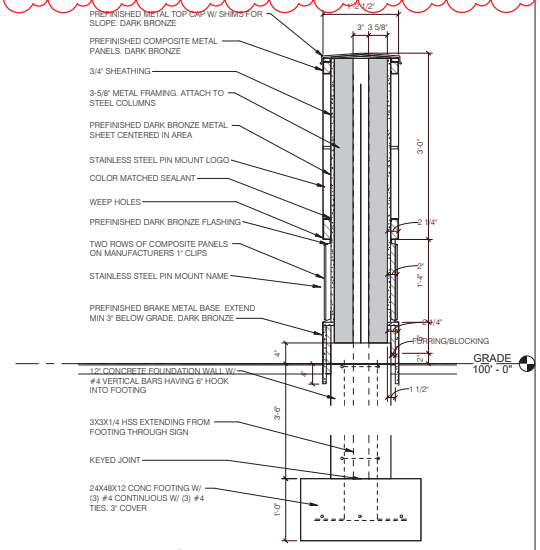
FIRE SEPARATION DISTANCE = X (feet)	TYPE OF CONSTRUCTION	OCCUPANCY GROUP H[e]	OCCUPANCY GROUP F-1, M, S-1[e]	OCCUPANCY GROUP A, B, E, F-2, I, R[1], S-2, U[e]
0 ≤ X < 5[h]	All	3	2	1
5 ≤ X < 10	IA, Others	3	2	1
	IB, IIB	2	1	1
10 ≤ X < 30	IIA, IIIB	1	1[b]	1[b]
	Others	1	1	1[c]
X ≥ 30	All	0	0	0



4 A0.010 **ENCLOSURE SECTION**
SCALE: 1/2" = 1'-0"



2 A0.010 **MONUMENT SIGN ELEVATION**
SCALE: 1/2" = 1'-0"



3 A0.010 **MONUMENT SIGN SECTION**
SCALE: 1" = 1'-0"

OWNER:
PINPOINT

Contact: Mike Breese
Phone: 612-978-3688
Email: mike@pinpointeg.com

little box
Address: 2744 Lyndale Ave S
Minneapolis, MN 55408
Phone: 612-804-6314
Email: jnelson@littleboxinc.com

CIVIL & STRUCTURAL:
BKBM ENGINEERS
Address: 6120 Earle Brown Dr. Ste 700
Minneapolis, MN 55430
Civil Phone: 763-843-0427
Structure Phone: 763-843-0443

MEP:
EEA ERICKSEN ELLISON and Associates Inc.
Address: 305 2nd St NW Suite 105
New Brighton, MN 55112
Phone: 651-632-2300

LANDSCAPE:
DF/ DAMON FARBER LANDSCAPE ARCHITECTS
Address: 310 S 4th Ave. Ste 7050
Minneapolis, MN 55415
Phone: 763-257-7928

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

Printed Name: Jeremy G Nelson

Signature:

Issue Date: 2023/09/22
License Number: 45181

SOUTH SIDE ENTERTAINMENT DISTRICT

A Development By:
PinPoint Equity Group

NO	DESCRIPTION	DATE
3	Revision 3	09.22.23
9	Revision 9	12.13.23

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P

PROJ NO	
DATE	2023/09/22
DRAWN BY	-
CHECK BY	JGN

SITE PLAN

A0.010

City of Blaine
Planning Commission

January 9, 2024 | 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, January 9, 2024. Chair Goracke called the meeting to order at 7:00PM.

2. Roll Call

Members Present: Commission Members Gorzycki, Homan, Olson, Swanson, and Chair Goracke.

Members Absent: Commission Members Deonauth and Halpern.

Staff Present: Shelia Sellman, City Planner
Teresa Barnes, Project Engineer

4. Public Hearing

4.3. 2023-629 Case File No. 23-0085 // National Sports Village 2nd Addition (105th Blaine Business Park, LLC) // 2030 105th Avenue NE
The applicant is requesting the following:

1. Preliminary plat to create two lots to be known as National Sports Village 2nd Addition.
2. Conditional use permit for shared access/parking, off-site parking, and outdoor seating in the 105th Avenue Redevelopment District.

Sponsors: Sheila Sellman, City Planner

The report to the planning commission was presented by Sheila Sellman, City Planner. The public hearing for Case File 23-0085 was opened at 7:12PM. As no one wished to appear, the public hearing was closed at 7:12PM.

Chair Goracke asked if the pizza pub would remain on this site and just the property line was being changed.

City Planner Sheila Sellman reported this was the case, noting the pizza pub building was under construction. She explained the second building would be multi-tenant.

Motion by Commissioner Olson to recommend approval of Planning Case 23-0085A a preliminary plat to create two lots to be known as National Sports Village 2nd Addition with the following conditions:

<u>Case 23-0085A:</u>

1. **The developer is responsible for recording the plat mylars with Anoka County. Proof of recording must be provided to the City.**

Motion by Commissioner Olson to recommend approval of Planning Case 23-0085B a conditional use permit for shared parking/access, off-site parking, and outdoor dining with the following conditions:

<u>Case 23-0085B:</u>

1. **Share parking/access facilities agreement shall be recorded with the County (an irrevocable covenant running with the land). A certified copy of the recorded agreement shall be provided to the Zoning Administrator.**
2. **The outdoor dining area is subject to a SAC review and payment. The applicant must work with the City's Chief Building Official and Metropolitan Council to determine the amount required for the site.**
3. **Plans for amplified music or public address system for the outdoor dining area are to be reviewed by the City and approved by the management company prior to installation. The noise level of the music in the outdoor dining area is not to exceed normal conversation level.**
4. **No outdoor advertising on building or patio area without obtaining a permit.**
5. **The ability to operate outdoor dining is reliant upon the applicant's ability to adequately control litter and refuse associated with the facility.**
6. **Exit doors on any railing or fence in the outdoor dining areas shall be operable from the inside without the use of a key or any special knowledge or effort, per the Minnesota Building Code. Fencing must meet the design guidelines for the district.**
7. **Provide manufacturing specifications and requirements for propane heater use and clearance for combustibles if they are used on site.**
8. **All signage must comply with the approved sign plan.**
9. **Drainage and utility easements will be required to be provided to account for any shared storm water management facilities and allow for surface water drainage where required per the approved construction drawing set.**

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

Chair Goracke noted this would be on the agenda of the February 5, 2024 city council meeting.

City of Blaine
Staff Report

File Number: RES 24-19

Agenda Date	Status
February 5, 2024	
In Control	**File Type**
City Council	Resolution

Development Business - Sheila Sellman, City Planner

Agenda Item # 10.4

Resolution Granting a Conditional Use Permit for Shared Access/Parking, Off-site Parking, and Outdoor Seating in the 105th Avenue Redevelopment District at 2030 105th Avenue NE. National Sports Village 2nd Addition (105th Blaine Business Park, LLC) (Case File No. 23-0085/SAS)

Executive Summary

The applicant is requesting a conditional use permit for shared access/parking, off-site parking, and outdoor seating. The applicant needs to subdivide the property for financing purposes. As a result of the subdivision, Lot 2 will not have any parking on the lot and will be accommodated by shared and off-site parking. This parking scenario was approved with the original plan, however it is now off-site due to the new property lines. The development itself is not changing. This CUP replaces the previously approved CUP in order for it to be in one document.

Background

Planning Commission Public Hearing	01/09/24
City Council (Conditional Use Permit)	02/05/24
Action Deadline	02/13/24

Staff report prepared by Sheila Sellman, City Planner, and Teresa Barnes, Project Engineer

Request

The applicant is requesting to subdivide the existing 3-acre parcel into two parcels. When creating two new parcels, Lot 2 will not have parking on the lot. Therefore, off-site parking is necessary and requires a Conditional Use Permit (CUP). This development had previous approvals for two buildings on one lot, outdoor dining and shared parking. Since the CUP for two buildings on one lot will no longer be valid, staff has recommended this CUP request encompass the already existing CUPs (outdoor dining and shared parking) into one CUP which will also include off-site parking.

Zoning
The subject site is zoned 105th Avenue Redevelopment District.

Surrounding Zoning and Uses
The site is at the corner of 105th Avenue and Radisson Road. Kwik Trip is across 105th Avenue and is zoned Planned Business District (PBD). The parcels to the west and south are zoned Airport and consist of soccer fields or ball fields. Across Radisson Road is Victory Links Golf Course, also zoned Airport.

Existing Conditions
The site is currently under construction for development that was approved in May 2023.

History
In May, the site was subdivided into two lots. The subject site was one 3-acre parcel and the remaining 33 acres includes soccer fields, baseball fields, golf greens and parking lots. The Metropolitan Airport Commission (MAC) owns the site.

In addition to the subdivision, the subject site received site plan approval and CUPs for two buildings on one lot (two retail buildings) with outdoor dining, and shared parking. Specifically, the first building at the corner of Radisson Road and 105th Avenue is proposed to be a 9,100 square foot Pizza Pub Prime with a 3,000 square foot rooftop patio and a 1,000 square foot ground patio. The second building will consist of 20,000 square feet of mixed uses. As proposed, there will be a Mexican restaurant, private member club, office, health/athletic services, retail, and grab and go food. Building two will have rooftop patios and ground floor patios.

Evaluation of Request
Plat
The subject site is currently described as Lot 1, Block 1 National Sports Village. The proposed preliminary plat splits this lot into two lots. Lot 1 is approximately 98,735 square feet and Lot 2 is approximately 31,934 square feet. The 105th Redevelopment District does not have minimum lot size requirements.

Site Plan
As previously approved, Lot 1 will have a 9,100 square foot Pizza Pub Prime with a 3,000 square foot rooftop patio and a 1,000 square foot ground patio. With the new lot lines, Lot 1 will have all the parking for the development and Lot 2 will consist of 20,000 square feet of mixed uses. As proposed, there will be a Mexican restaurant, private member club, office, health/athletic services, retail and grab and go food. Building two will have rooftop patios and ground floor patios. Lot 2 will not have any parking and will have shared parking and off-site parking with Lot 1, and both lots will have shared parking with the NSC on their existing parking lot to the west. New or modified access and parking agreements will be required to reflect the new legal descriptions.

Section 30.910 outlines development standards for commercial development in the 105th Avenue Redevelopment District.
(a) Setbacks. A consistent street edge must be maintained at the right-of-way line along all street frontages. Street edge elements may consist of the principal building, landscaping, outdoor seating, or a combination of these elements. Exceptions may include property adjacent to a water feature, surface parking, or other instances the city council deems appropriate.

- Building one is located at the corner of 105th Ave and Radisson Road on Lot 1. The northern portion of the building is along the street edge and the east side is adjacent to Radisson Road with a building setback of 27 feet. The proposed outdoor patio has a setback from the side property line of approximately 15 feet and the building setback from the side property line is 27.5 feet. On Lot 2, the building setback varies from 58 feet to 68 feet adjacent to Radisson Road (front). The patio is about 50 feet from the property line along Radisson Road. The side setbacks are 27.5 feet and 15 feet, and the rear yard setback (facing the parking lot) is 13 feet. With the speeds and traffic on Radisson Road, it is appropriate to have a greater setback.

(b) Building height. All buildings shall be in compliance with Federal Aviation Administration regulations. Any building over 50 feet, with a maximum height of 150 feet, requires a conditional use permit.

- The proposed building height is about 31 feet or 36 feet as measured to the rooftop mechanical equipment.

(c) Sidewalks are required along all public and private streets. The location and alignment of new sidewalks shall connect directly to existing sidewalk network.

- There is existing sidewalk along 105th Avenue and Radisson Road.

(d) Mechanical equipment. All mechanical equipment shall be screened and properly maintained with material similar to the material used on the main structure. Screened mechanical shall not be located in the front or street side yards.

- The proposed elevations show the building equipment screened with metal paneling that matches the accents on the buildings.

(e) Trash enclosure. Refuse facilities shall be located only in the side yards or rear yards when feasible. Refuse facilities may be located in the front yard subject to approval of the zoning administrator. Such facilities shall be constructed of masonry materials such as brick or textured block in colors compatible with the principal structure. Such facilities shall have solid gates.

- This requirement is met.

<u>Architecture</u>
At least seventy-five percent (75%) of all exterior wall finishes on any building shall be comprised of a combination of at least three of the following materials with all materials present on each elevation. All buildings must meet and be consistent with design guidelines.
(a) Brick.
(b) Natural or cultured stone.
(c) Glass.
(d) Stucco.
(e) Cementous siding.
(f) Architectural metal.
(g) Integrally colored rock-faced block.

- The proposed buildings are comprised of brick, glass, composite wood (similar to cementous siding) and architectural metal. All buildings incorporate a four-sided design.

Façade articulation shall be provided through any of the following elements:
(1) A projecting bay, entry vestibule, or recess extending from the ground level through the second floor.
(2) A ground-level recess.
(3) A change in the rhythm of windows at the ground level and second floor, combined with a change of parapet height or material.

- The buildings incorporate all three façade articulations listed above. All buildings shall have at least one customer entrance facing an abutting public or private street, rather than just the parking area. A building may have more than one entrance. Customer entrances shall be open to the public during business hours.
- The buildings mainly face Radisson Road. Due to the high volume of traffic along this road, entrances are not provided on this side. Main building entrances shall be architecturally emphasized and visible from the street by utilizing design features such as awnings, pillars, special building materials or architectural details.
- The buildings have metal awnings that provide a material change, which are visible from the street. All buildings shall provide ground floor windows along facades, parks, plazas or other public outdoor spaces. Darkly tinted windows or windows that block two-way visibility, are prohibited. The buildings meet this requirement.

<u>Section 30.912 Outdoor seating and service of food and beverages.</u>
(a) The use shall not be located in the interior or rear yard if the use is adjacent to a parcel that is occupied by a residential use. This will not apply if the first floor of the building located on the adjacent parcel is not occupied by a residential use or if a residential use is located above the principal use.

- The outdoor dining is not adjacent to residential uses.

(b) Additional parking will not be required if the outdoor seating area does not exceed 500 square feet or ten percent of the gross floor area of the principal use, whichever is less. Parking will be required at the same rate as the principal use for that portion of outdoor seating area in excess of 500 square feet or ten percent of the gross building area, whichever is less.

- The outdoor dining areas are part of the submitted parking analysis and are accounted for in the parking calculations.
- Fencing is required around patios and shall comply with design guidelines.

<u>Section 30.911 Commercial Parking</u>
Parking areas shall have access to a public alley or street. Driveways shall be located to minimize interference with traffic movement. Parking will be reviewed as part of the site plan approval process. A parking analysis is required as part of the review. On street parking, parking structure, and shared parking are encouraged.

(a) Surface parking.

(1) Parking lots, when feasible, should be located to the rear of the buildings, or side yard.

- This requirement is met.

(2) When parking areas abut the street, the sidewalk edge must be delineated with landscaping, architectural fencing (meeting design guidelines) or other decorative features.

- Landscaping is proposed, this requirement is met.

(c) Shared parking.

(1) A conditional use permit may be granted for one or more businesses to provide the required off-street parking facilities by joint use of one or more sites where the total number of spaces provided are less than the sum of the total required for each business should they provide them separately.

(2) Conditions required for shared parking.

(aa) The building or use for which application is being made to utilize off-street parking facilities provided by another building or use shall be located within 800 feet of such parking facilities.

(bb) The application shall demonstrate there is no substantial conflict in using shared facilities through a professional parking analysis.

(cc) Shared parking facilities shall record with the county an irrevocable covenant running with the land. A certified copy of the recorded agreement shall be provided to the zoning administrator prior to issuance of a building permit.

- The parking analysis that was submitted indicated that at peak weekday demand, there is a need for 232 parking spaces. The analysis showed there is a need for 198 stalls for the restaurants (including the patios), 19 for the office space, and 15 for retail. The site plan shows 157 stalls onsite. There will be shared parking with the NSC on their existing parking lot to the west, which has about 136 stalls. Combined, that is a total of 293 stalls. Shared parking requires a CUP. The 105th Redevelopment District does not have specific numbers for parking and relies on parking analysis. Applying the typical requirements, the required parking would be 208 parking stalls. The site has adequate spaces with shared parking.

(d) Off-site parking. Any off-site parking which is used to meet the requirements below shall be a conditional use.

(1) Reasonable access from the off-site parking facilities to the use being served shall be provided.

(2) An agreement or lease shall be approved as part of the conditional use permit. The agreement/lease shall specify the total number and location of parking spaces under contract.

(e) The off-street parking requirements shall be established by the zoning administrator based upon the characteristics and functional similarities between uses including, but not limited to: the size of building, type of use, number of employees, expected volume and turnover of customer traffic, and expected frequency and number of delivery or service vehicles. For structures containing multiple uses, each shall be calculated separately. The requirements may be revised upward or downward by the city council as part of an application for a conditional use permit based on verifiable information pertaining to parking.

- The proposed off-site parking is due to the new property lines. When originally approved, this development had two buildings on one lot and the parking lot served both buildings in

addition to the shared parking with NSC. Now that there are new property lines, Lot 2 does not have parking within its lot lines, therefore off-site parking and shared parking is required with Lot 1, which encompasses the parking lot.

Landscaping
The submitted landscape plan includes a mixture of trees and shrubs and meets the landscape requirements.

Park Dedication
Park dedication was paid with the first addition and is not required for this lot split. If and when the remaining 33 acres develop, park dedication will be required at the time of platting.

Lighting
The site lighting shall follow the design guidelines and be approved with the building permit.

Signage
All signage must be approved by the City Council. Detailed sign design with specifications and details shall be submitted for approval. Signage for the development should not deviate from what is approved, any deviations from the approved sign plan will require city council approval. Staff suggests the applicant review the design guidelines and be creative with signage. Rooftop signage and incorporating signage with metal awnings should be explored.

Grading/Storm Drainage
Site grading and storm drain construction already occurring on site is progressing per the approved Site Plan Construction Drawings. As-built surveys will be required to verify structure elevations, custom grading requirements and final lot grading elevations.

Utilities
Utility construction already occurring on site is progressing per the approved Site Plan Construction Drawings. As-built surveys will be required to verify the installation per plan.

Wetlands/Watershed
The project received the required Coon Creek Watershed District permit on August, 24, 2023.

Access/Street Design/Sidewalks
The development will be accessed using an existing access point off 105th Ave NE and will construct a new right-in/right-out access to Radisson Road. New or modified access agreements will be required to account for the new legal descriptions.

Easements/Right-of-way/Permits
Drainage and utility easements will be required to be provided to account for any shared storm water management facilities and allow for surface water drainage where required per the approved construction drawing set.

Conditional Use Permit
A city exercises “quasi-judicial” authority when considering a CUP application. This means the city’s role

is limited to applying the standards in the ordinance to the facts presented by the application. The city acts like a judge in evaluating the facts against the standards.

Section 27.04 Criteria for granting conditional use permits:
The Blaine City Council shall consider the advice and recommendations of the Planning Commission and the effect of the proposed use on the comprehensive plan and upon the health, safety, and general welfare of occupants of surrounding lands. Among other things, the Council shall consider the following findings where applicable.

1. The use shall not create an excessive burden on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area.
    - The uses will not create an excessive burden on existing parks, schools, streets and other public facilities and utilities. The use will be located, designed, maintained, and operated to be compatible with adjoining properties and the existing or intended character of the zoning district.
2. The use is located and designed to meet the intended character of the redevelopment area.
    - The design includes higher finishes and a four-sided design. The proposed uses are compatible with adjoining properties.
3. The use shall have an appearance that will not have an adverse effect upon adjacent properties.
    - The design includes higher finishes and a four-sided design. The proposed uses will not have an adverse effect on adjacent properties.
4. The use, in the opinion of the City Council, shall be reasonably related to the overall needs of the City and to the existing land use.
5. The use shall be consistent with the purposes of the zoning code and purposes of the zoning district in which the applicant intends to locate the proposed use.
    - The uses are consistent with the purposes of the zoning code and the redevelopment district.
6. The use shall not be in conflict with the comprehensive plan of the City. The subject site is guided Planned Commercial.
    - The proposed uses are not in conflict with the comprehensive plan.
7. The use will not cause traffic hazard or congestion.
    - The proposed uses will not generate any additional traffic hazard or congestion.
8. The use shall have adequate utilities, access roads, drainage, and necessary facilities.
    - The proposed uses will have adequate utilities, access road and drainage facilities upon completion of construction.

Attachment List:
Zoning and Location Map
Preliminary Plat
Site Plan
Narrative
Unapproved Planning Commission Minutes 1/9/24

Strategic Plan Relationship

Not applicable.

Board/Commission Review

The Planning Commission voted unanimously to approve the conditional use permit. There were no comments at the public hearing.

Financial Impact

Not applicable.

Public Outreach/Input

Notices of a public hearing were:

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

Staff Recommendation

By motion, adopt the Resolution.

Attachment List

1. Attachments
2. Unapproved PC Minutes 01/09/24

City of Blaine

Signature Copy

Resolution: RES 24-19

Resolution Granting a Conditional Use Permit for Shared Access/Parking, Off-site Parking, and Outdoor Seating in the 105th Avenue Redevelopment District at 2030 105th Avenue NE. National Sports Village 2nd Addition (105th Blaine Business Park, LLC) (Case File No. 23-0085/SAS)

WHEREAS, an application has been filed by 105th Blaine Business Park, LLC as Conditional Use Permit Case File No.23-0085 for National Sports Village 2nd Addition; and

WHEREAS, said case involves the property described as follows:

Lot 1, Block 1, NATIONAL SPORTS VILLAGE, Anoka County, Minnesota

WHEREAS, the Blaine Planning Commission held a public hearing on January 9, 2024, and recommended approval regarding said Conditional Use Permit; and

WHEREAS, the Blaine City Council has reviewed said case on February 5, 2024; and

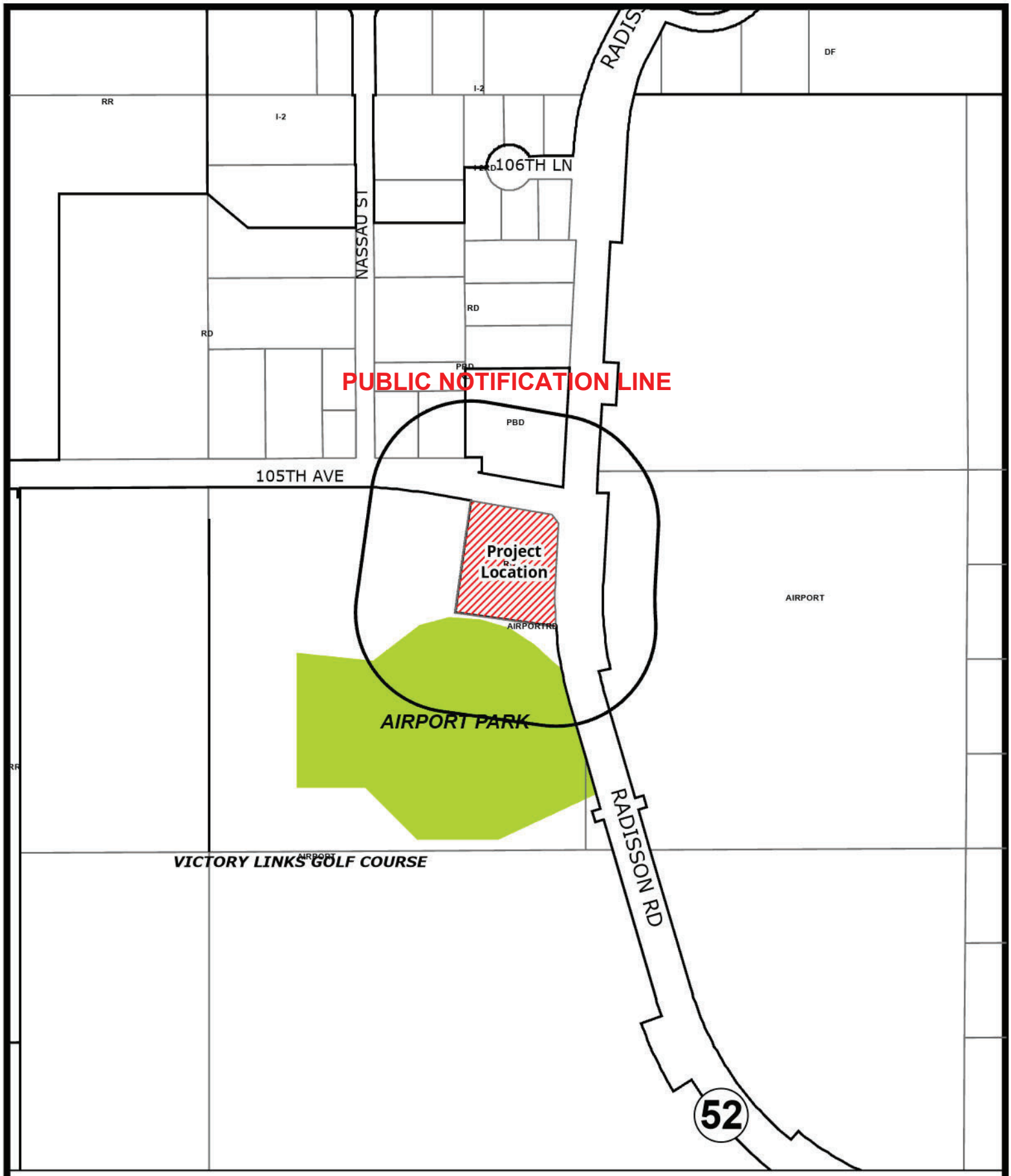
WHEREAS, the criteria identified in Section 27.04 for granting a conditional use permit has been met.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine that a conditional use permit is hereby approved per Section 30.905(h)(j) and 27.04 of the Zoning Ordinance to allow for a a conditional use permit for shared parking/access, off-site parking, and outdoor dining with the following conditions:

1. Share parking/access facilities agreement shall be recorded with the County (an irrevocable covenant running with the land). A certified copy of the recorded agreement shall be provided to the Zoning Administrator.
2. The outdoor dining area is subject to a SAC review and payment. The applicant must work with the City's Chief Building Official and Metropolitan Council to determine the amount required for the site.
3. Plans for amplified music or public address system for the outdoor dining area are to be reviewed by the City and approved by the management company prior to installation. The noise level of the music in the outdoor dining area is not to exceed normal conversation level.
4. No outdoor advertising on building or patio area without obtaining a permit.
5. The ability to operate outdoor dining is reliant upon the applicant's ability to adequately control litter and refuse associated with the facility.
6. Exit doors on any railing or fence in the outdoor dining areas shall be operable from the inside without the use of a key or any special knowledge or effort, per the Minnesota Building Code. Fencing must meet the design guidelines for the district.
7. Provide manufacturing specifications and requirements for propane heater use and clearance for combustibles if they are used on site.

8. All signage must comply with the approved sign plan.
9. Drainage and utility easements will be required to be provided to account for any shared storm water management facilities and allow for surface water drainage where required per the approved construction drawing set.

PASSED by the City Council of the City of Blaine this 5th day of February, 2024.



Case File No. 23-0085
National Sports Village 2nd Addition

BlaineMN.gov

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

City of Blaine
Planning & Zoning
10801 Town Square Dr NE
Blaine, MN 55449

Dear Mrs. Sellman, et. City Management, 12/4/23

Please find a preliminary plat to split the National Sports Village into two lots. The lender and title company originally thought each building would receive its own individual PID through the initial lot split process. It has since been clarified (no fault to the city) that both buildings received one PID which disables the ability to encumber each building separately for financing.

As a result, PinPoint Community Development on behalf of 105th Blaine Business Park, LLC and the MAC, are requesting the plat be split based on the submittals uploaded today 12/4/23. The MAC approved the lot split 12/2/23.

Regardless of the process; PinPoint would like to expedite the lot split to fulfill final obligations to the lender and title company who will allow us to proceed as we are with construction as long as the preliminary plat is approved.

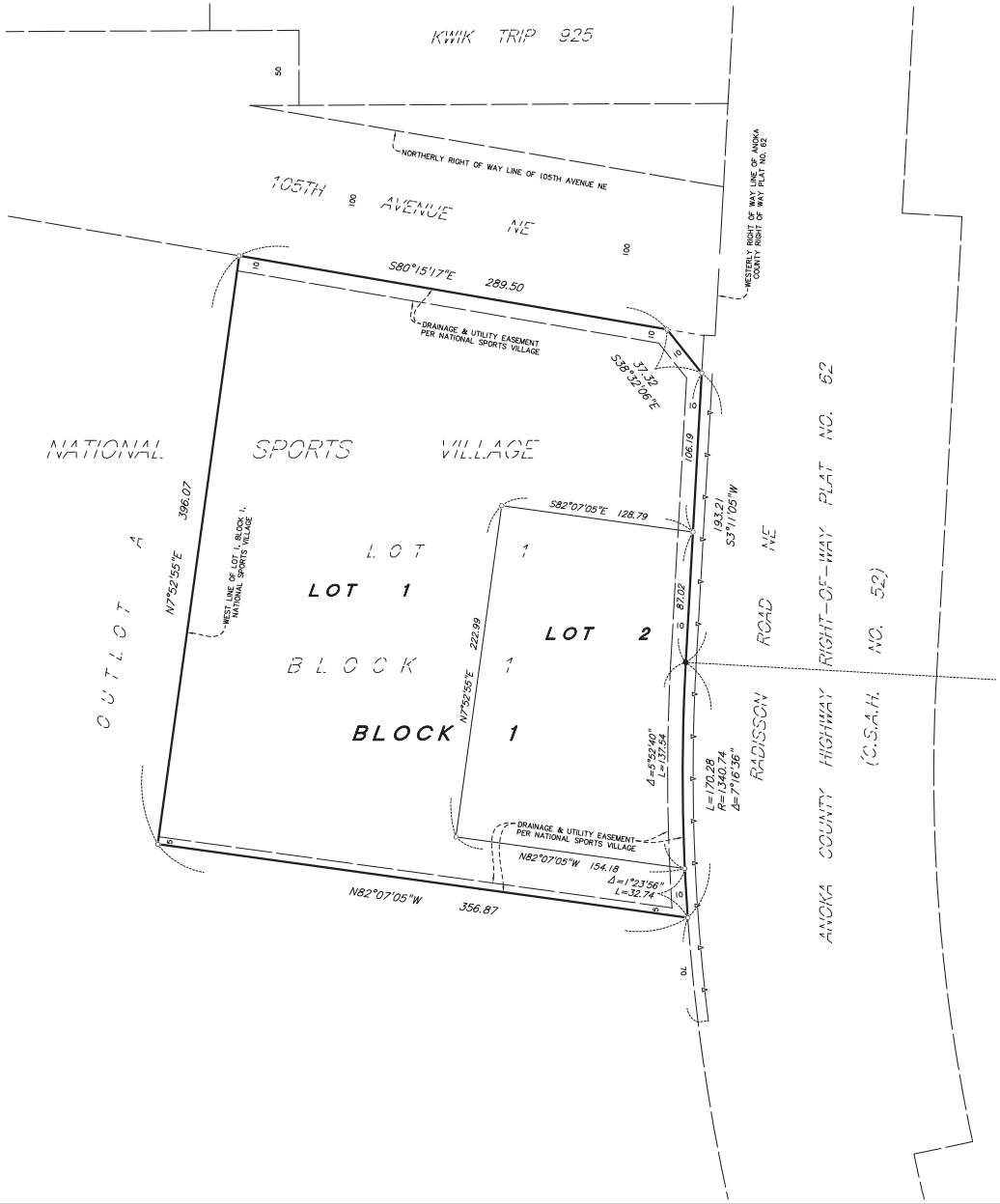
Please contact me with any questions/concerns/information needed.

Thank you,

Micheal Breese
CEO
PinPoint Community Development, LLC
612-978-3688; mjb@pinpointnational.com

NATIONAL SPORTS VILLAGE 2ND ADDITION

CITY OF BLAINE
COUNTY OF ANOKA
SEC. 21, T. 31, R. 23



PRELIMINARY
SUBJECT TO REVISION

- ○ Denotes 1/2 inch iron pipe monument set marked with P.L.S. No. 44890
- ● Denotes found 3 inch Anoka County survey disk
- Denotes Right of Access dedicated to Anoka County
- ⊛ Denotes Anoka County Cast Iron Monument

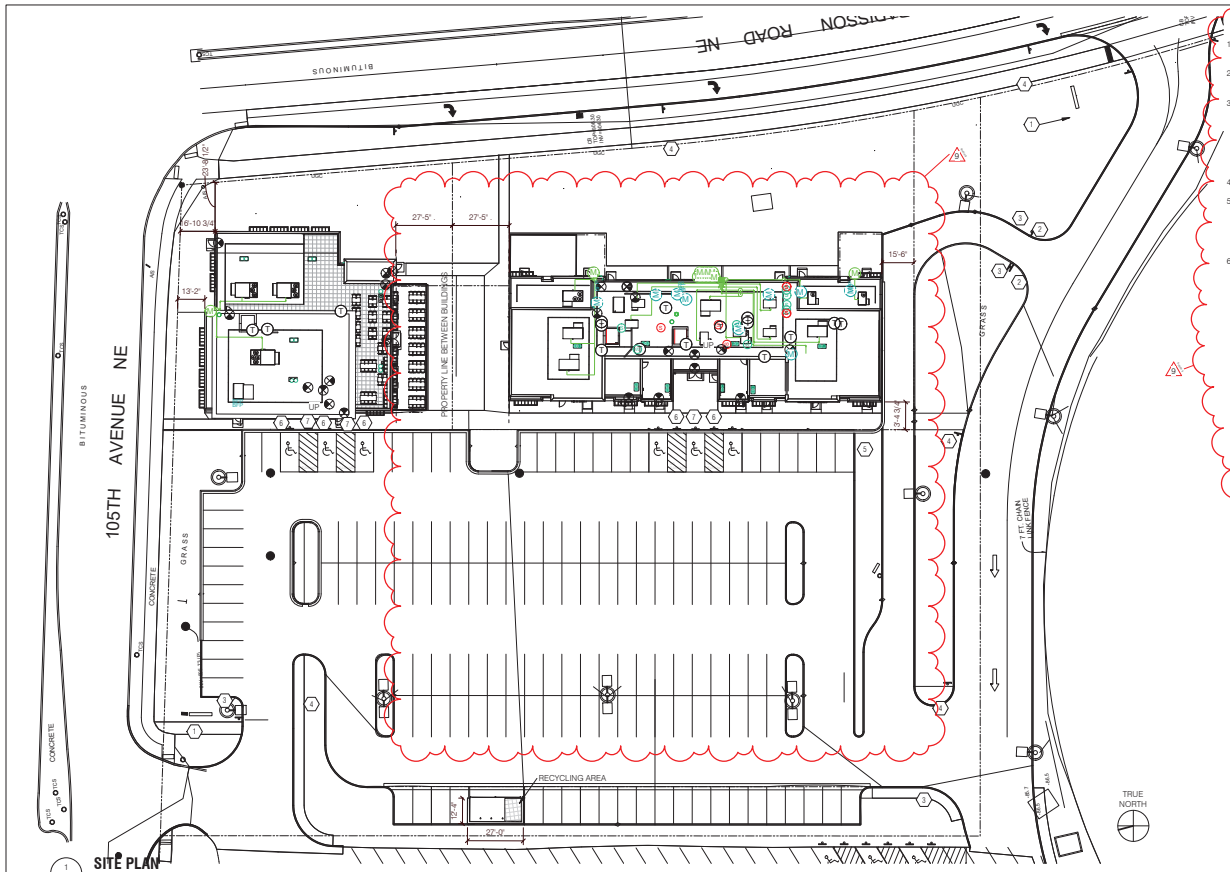
FOR THE PURPOSES OF THIS PLAT THE WEST LINE OF LOT 1, BLOCK 1, NATIONAL SPORTS VILLAGE IS ASSUMED TO BEAR N7°52'55"E

N

40 0 40 80
SCALE IN FEET

SUNDE LAND SURVEYING

SHEET 2 OF 2 SHEETS



1 A0.010 **SITE PLAN**
SCALE: 1" = 30'-0"

1. WALLS NOT RATED PER TABLE 602 WITH FIRE SEPARATION DISTANCE BETWEEN 10 AND 30' IN A TYPE VB BUILDING WITH A2, M, AND B USES.
2. OPENINGS IN EXTERIOR WALLS UNLIMITED BETWEEN THE TWO BUILDINGS PER TABLE 705.8 WITH DISTANCE BETWEEN 25 AND 30'. PROPOSED IS 27'-5'
3. OPENINGS IN EXTERIOR WALLS UNLIMITED ON RETAIL BUILDING EAST FACADE. WEST AND SOUTH ARE LIMITED PER TABLE. WITH OUR PERCENTAGE OF OPENINGS ON THE NORTH, WEST, AND SOUTH WALLS BETWEEN 35%-39%; THE OPENING AMOUNT AND PROTECTION REQUIREMENT PUTS THE LINE AT LEAST 10'-0" AWAY FROM THE BUILDING AS WELL. DISTANCE TO PROPERTY LINES ARE 13'-4" AND 15'-6"
4. OPENINGS IN EXTERIOR WALLS UNLIMITED OR RESTAURANT BUILDING WEST AND EAST FACADES
5. OPENINGS IN EXTERIOR NORTH WALL OF RESTAURANT LIMITED TO 45% WITH DISTANCE TO PROPERTY LINE AT 13.2' AND UNPROTECTED SPRINKLERED
   A. WALL AREA: 2,141
   B. OPENINGS: 381 = 17.8%
6. RECYCLING CALCULATION:
   A. RESTAURANT @ .003 X 20,480 = 62 SQFT
   B. MERCANTILE / OFFICES @ .0025 X 8,800 = 22 SQFT

SITE PLAN GENERAL NOTES

1. ENTRY DOORS WITH 1/2" MAXIMUM THRESHOLD HEIGHT.
2. CLEAR AREA AT DOORS, RAMP AND LANDINGS SHALL BE LEVEL OR AT 2% MAX. SLOPE.
3. MAXIMUM SLOPE AT PATH OF TRAVEL SHALL BE 1:20 WITH MAX. CROSS SLOPE AT 1:50.
4. SEE CIVIL FOR MORE INFO
5. SEE LANDSCAPE FOR MORE INFO

SITE PLAN PLAN KEYNOTES

NO	DESCRIPTION
1	MONUMENT SIGN
2	"DO NOT ENTER" SIGN
3	STOP SIGN
4	DIRECTIONAL SIGN
5	MENU AND SPEAKER
6	ACCESSIBLE PARKING SIGN
7	NO PARKING SIGN

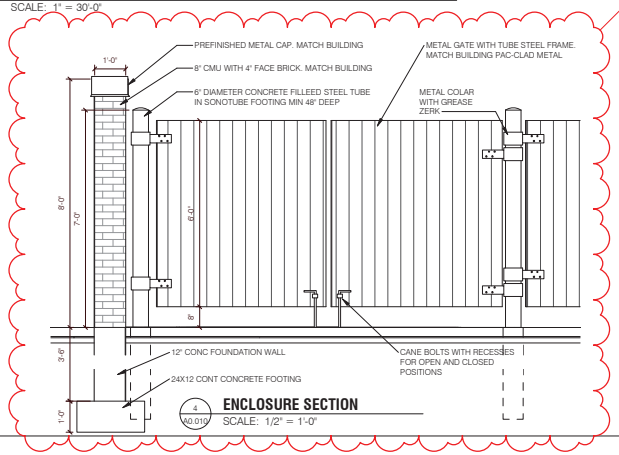
TABLE 705.8 MAXIMUM AREA OF EXTERIOR WALL OPENINGS BASED ON FIRE SEPARATION DISTANCE AND DEGREE OF OPENING PROTECTION

FIRE SEPARATION DISTANCE (feet)	DEGREE OF OPENING PROTECTION	ALLOWABLE AREA[a]
0 to less than 3[f, g, h]	Unprotected, Nonsprinklered (UP, NS)	Not Permitted[d]
	Unprotected, Sprinklered (UP, S)[i]	Not Permitted[d]
	Protected (P)	Not Permitted[d]
3 to less than 5[f, g]	Unprotected, Nonsprinklered (UP, NS)	Not Permitted
	Unprotected, Sprinklered (UP, S)[i]	15%
	Protected (P)	15%
5 to less than 10[e, f, i]	Unprotected, Nonsprinklered (UP, NS)	10%[b]
	Unprotected, Sprinklered (UP, S)[i]	25%
	Protected (P)	25%
10 to less than 15[e, f, g, i]	Unprotected, Nonsprinklered (UP, NS)	15%[b]
	Unprotected, Sprinklered (UP, S)[i]	45%
	Protected (P)	45%
15 to less than 20[f, g, i]	Unprotected, Nonsprinklered (UP, NS)	25%
	Unprotected, Sprinklered (UP, S)[i]	75%
	Protected (P)	75%
20 to less than 25[f, g, i]	Unprotected, Nonsprinklered (UP, NS)	45%
	Unprotected, Sprinklered (UP, S)[i]	No Limit
	Protected (P)	No Limit
25 to less than 30[f, g, i]	Unprotected, Nonsprinklered (UP, NS)	70%
	Unprotected, Sprinklered (UP, S)[i]	No Limit
	Protected (P)	No Limit
30 or greater	Unprotected, Nonsprinklered (UP, NS)	No Limit
	Unprotected, Sprinklered (UP, S)[i]	No Limit
	Protected (P)	No Limit

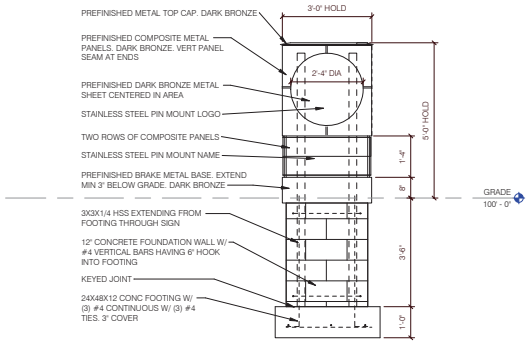
SECTION 602
CONSTRUCTION CLASSIFICATION

TABLE 602 FIRE-RESISTANCE RATING REQUIREMENTS FOR EXTERIOR WALLS BASED ON FIRE SEPARATION DISTANCE[a, d, e]

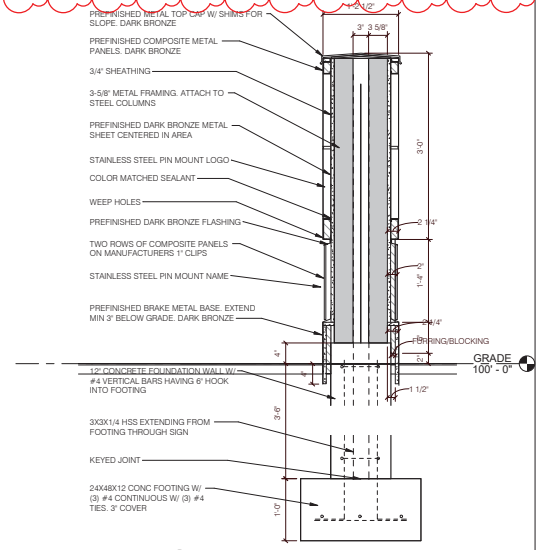
FIRE SEPARATION DISTANCE = X (feet)	TYPE OF CONSTRUCTION	OCCUPANCY GROUP H[e]	OCCUPANCY GROUP F-1, M, S-1[e]	OCCUPANCY GROUP A, B, E, F-2, I, R[1], S-2, U[e]
0 ≤ X < 5[b]	All	3	2	1
5 ≤ X < 10	IA, Others	3	2	1
	IB, IIB	2	1	1
10 ≤ X < 30	IIA, IIIB	1	1[c]	1[c]
	Others	1	1	1[c]
X ≥ 30	All	0	0	0



4 A0.010 **ENCLOSURE SECTION**
SCALE: 1/2" = 1'-0"



2 A0.010 **MONUMENT SIGN ELEVATION**
SCALE: 1/2" = 1'-0"



3 A0.010 **MONUMENT SIGN SECTION**
SCALE: 1" = 1'-0"

OWNER:
PINPOINT
Contact: Mike Breese
Phone: 612-978-3688
Email: mike@pinpointeg.com

little box
Address: 2744 Lyndale Ave S
Minneapolis, MN 55408
Phone: 612-804-6314
Email: jnelson@littleboxinc.com

CIVIL & STRUCTURAL:
BKBM ENGINEERS
Address: 6120 Earle Brown Dr. Ste 700
Minneapolis, MN 55430
Civil Phone: 763-843-0427
Structure Phone: 763-843-0443

MEP:
EEA ERICKSEN ELLISON and Associates Inc.
Address: 305 2nd St NW Suite 105
New Brighton, MN 55112
Phone: 651-632-2300

LANDSCAPE:
DF/ DAMON FARBER LANDSCAPE ARCHITECTS
Address: 310 S 4th Ave. Ste 7050
Minneapolis, MN 55415
Phone: 763-257-7928

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

Printed Name: Jeremy G Nelson

Signature:

Issue Date: 2023/09/22
License Number: 45181

SOUTH SIDE ENTERTAINMENT DISTRICT

A Development By:
PinPoint Equity Group

NO	DESCRIPTION	DATE
3	Revision 3	09.22.23
9	Revision 9	12.13.23

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P

PROJ NO	
DATE	2023/09/22
DRAWN BY	-
CHECK BY	JGN

SITE PLAN

A0.010

City of Blaine
Planning Commission

January 9, 2024 | 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, January 9, 2024. Chair Goracke called the meeting to order at 7:00PM.

2. Roll Call

Members Present: Commission Members Gorzycki, Homan, Olson, Swanson, and Chair Goracke.

Members Absent: Commission Members Deonauth and Halpern.

Staff Present: Shelia Sellman, City Planner
Teresa Barnes, Project Engineer

4. Public Hearing

4.3. 2023-629 Case File No. 23-0085 // National Sports Village 2nd Addition (105th Blaine Business Park, LLC) // 2030 105th Avenue NE
The applicant is requesting the following:

1. Preliminary plat to create two lots to be known as National Sports Village 2nd Addition.
2. Conditional use permit for shared access/parking, off-site parking, and outdoor seating in the 105th Avenue Redevelopment District.

Sponsors: Sheila Sellman, City Planner

The report to the planning commission was presented by Sheila Sellman, City Planner. The public hearing for Case File 23-0085 was opened at 7:12PM. As no one wished to appear, the public hearing was closed at 7:12PM.

Chair Goracke asked if the pizza pub would remain on this site and just the property line was being changed.

City Planner Sheila Sellman reported this was the case, noting the pizza pub building was under construction. She explained the second building would be multi-tenant.

Motion by Commissioner Olson to recommend approval of Planning Case 23-0085A a preliminary plat to create two lots to be known as National Sports Village 2nd Addition with the following conditions:

Case 23-0085A:

1. **The developer is responsible for recording the plat mylars with Anoka County. Proof of recording must be provided to the City.**

Motion by Commissioner Olson to recommend approval of Planning Case 23-0085B a conditional use permit for shared parking/access, off-site parking, and outdoor dining with the following conditions:

Case 23-0085B:

1. **Share parking/access facilities agreement shall be recorded with the County (an irrevocable covenant running with the land). A certified copy of the recorded agreement shall be provided to the Zoning Administrator.**
2. **The outdoor dining area is subject to a SAC review and payment. The applicant must work with the City's Chief Building Official and Metropolitan Council to determine the amount required for the site.**
3. **Plans for amplified music or public address system for the outdoor dining area are to be reviewed by the City and approved by the management company prior to installation. The noise level of the music in the outdoor dining area is not to exceed normal conversation level.**
4. **No outdoor advertising on building or patio area without obtaining a permit.**
5. **The ability to operate outdoor dining is reliant upon the applicant's ability to adequately control litter and refuse associated with the facility.**
6. **Exit doors on any railing or fence in the outdoor dining areas shall be operable from the inside without the use of a key or any special knowledge or effort, per the Minnesota Building Code. Fencing must meet the design guidelines for the district.**
7. **Provide manufacturing specifications and requirements for propane heater use and clearance for combustibles if they are used on site.**
8. **All signage must comply with the approved sign plan.**
9. **Drainage and utility easements will be required to be provided to account for any shared storm water management facilities and allow for surface water drainage where required per the approved construction drawing set.**

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

Chair Goracke noted this would be on the agenda of the February 5, 2024 city council meeting.

City of Blaine
Staff Report

File Number: RES 24-31

Agenda Date	Status
February 5, 2024	
In Control	**File Type**
City Council	Resolution

Administration - Jerome Krieger, Sr. Recreation Manager

Agenda Item # 11.1

Resolution to Amend the Budget for the Construction of the Aquatore Bandshell and Associated Interfund Transfer

Executive Summary

The city council approved a budget for the construction of the Aquatore Bandshell at the May 1, 2023 regular meeting. The budget included $3,529,000 for construction, a 5% construction contingency of $176,450, $250,000 for design and construction administration consulting, and $52,500 for other costs (including security cameras, cable wiring for the city's IT system, lighting for the park trails, materials testing for construction, and audio/visual equipment and connections) for a total project budget of $4,007,950.
Due to unforeseen conditions during construction and much higher than anticipated costs for other items, staff is anticipating a shortage in the budget.

Background

The Aquatore Bandshell project is approximately two-thirds complete. During the early stages of construction, several unanticipated extra costs were incurred that were not included in the original scope of the project construciton contract. Staff has approved four change orders totaling $82,608 (of the $176,450 contingency) for addition of a post indicator valve for fire protection, connection to an existing sanitary sewer that was too shallow, removal of an unknown buried septic tank and removal of contaminated soil in the pond area. Additionally, staff anticipates an additional approximately $45,000 for the extension of a fiber optic line from the existing water treatment plant to the bandshell, which was not included as part of the original construction contract. One quote has been received for the extension of the fiber optic line and staff is working with vendors to gather additional quotes.

The cost for the design and construction administration consulting is anticipated to be sufficient to complete the project with no change.

Staff has now received quotes from various contractors for completion of the “other cost” items. These

items were not included in the original construction that was bid, as the intent was for staff to manage these items. This would allow the city to leverage its tax-exempt status as well as allow for the city to gather quotes from contractors that have typically provided these services at other city facilities. The quotes received have totaled approximately $111,000 vs the $52,500 budgeted. See the attached document showing a breakdown of budgeted vs. estimated costs.

During the approval process of the project, staff included a conservative 5% contingency on the construction portion of the project, as opposed to a 10% contingency on the total project (which is more common). With the increase in pricing for goods and services, the project is currently underfunded in the "other costs" portion of the project. Staff has not altered any of the items listed in the original approval. However, quoted prices have changed over time and some details regarding the cost were not included in the original quotes.

To ensure that the project continues to move forward and stay on schedule, staff is recommending that the city council amend the budget and include an additional contingency of 5% or $179,075 for a total project budget of $4,187,025 and authorize increasing the maximum transfer from the Parks Development Fund in an equal amount.

Base Bid + Alternate Bid =	$3,529,000	
Other Costs =	$52,500	
	$3,581,500	
additional contingency	X	5%
	$179,075	

Strategic Plan Relationship

This project aligns with the City's strategic plan goal of Infrastructure Management.

Board/Commission Review

The Park board reviewed the item at their January 23, 2024 meeting and recommended the item to be adopted.

Financial Impact

There are sufficient park dedication fees available to fund the additional contingency amount for the project.

Public Outreach/Input

Staff Recommendation

Staff is asking the council to approve the amended contingency for the Aquatore Bandshell in the amount of $179,075 to complete the project as planned and on schedule for a June completion date and authorize increasing the maximum transfer from the Parks Development Fund in an equal amount.

Attachment List

1. Budget Tracking

City of Blaine

Signature Copy

Resolution: RES 24-31

Resolution to Amend the Budget for the Construction of the Aquatore Bandshell and Associated Interfund Transfer

WHEREAS, the City of Blaine has awarded the bid for the Construction of a Bandshell and Associated Improvements in Aquatore Park to BCI Construction, Inc. with Resolution 23-82 for $3,529,000; and

WHEREAS, council approved a 5% construction contingency to bring the construction budget to $3,705,450; and

WHEREAS, council approved a total project budget of $4,007,950, including building design and associated improvements; and

WHEREAS, council approved project PRK220400 to be funded by $1,000,000 of donations, $75,000 of tax levy, and up to $2,932,950 of transfers from the Parks Development Fund via resolution 23-210; and

WHEREAS, during construction, unforeseen soils and other construction related issues were discovered that required correction; and

WHEREAS, the costs of several miscellaneous associated improvements not under the construction contract have increased above the original estimates; and

WHEREAS, the projected final total project cost is anticipated to exceed the current council approved budget; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine, Anoka and Ramsey County, Minnesota as follows:

1. An additional 5% contingency on the entire project in the amount of $179,075 is hereby approved and the Senior Parks and Recreation Manager is hereby authorized to sign all change orders up to the authorized total project budget amount.
2. The total project budget, including construction, building design and associated improvements, is $4,187,025.

BE IT FURTHER RESOLVED by the City Council of the City of Blaine hereby authorizes future transfers from the Parks Development Fund to the Blaine Band Shell Project Fund as amended below:.

From Fund	To Fund	Purpose	Amended Maximum Transfer Amount

404 – Parks Development Fund	413 – Blaine Band Shell Project Fund	Finance construction of band shell project (less other revenues of $1,075,000)	$3,112,025

Aquatore Bandshell Cost Tracking

	Council Approved Budget	Anticipated Total Costs	Notes
Construction			
Bandshell Construction Contract (BCI)			
Base Bid	$ 3,289,000.00	$ 3,289,000.00	
Alt Bid (full basement)	$ 240,000.00	$ 240,000.00	
Change Order 1 (Post Indicator Valve)		$ 4,830.00	
Change Order 2 (Sanitary Sewer Elev)		$ 25,851.00	
Change Order 3 (Septic Tank Removal)		$ 2,625.00	
Change Order 4 (Contaminated Pond Soil)		$ 49,298.00	
Total Construction Bid	$ 3,529,000.00	$ 3,611,604.00	
5% Council Approved Contingency	$ 176,450.00		
Total Construction Cost	**$ 3,705,450.00**	**$ 3,611,604.00**	**97.47%**
	Remaining	**$ 93,846.00**	
Consulting			
ISG Budget	$ 123,025.00	$ 123,025.00	
Council Approved Amended Contract	$ 126,975.00	$ 126,975.00	Council Approved Amended ISG contract (december 19, 2022)
Total Construction Cost	**$ 250,000.00**	**$ 250,000.00**	**100.00%**
	Remaining	**$ -**	
Other Costs (Budgeted)			
Security Cameras and Access	$ 17,500.00	$ 33,544.69	Pro-Tec Quote
Audio/Visual Equip (Stage)	$ 15,000.00	$ 34,900.96	Bluum Contract
Audio/Visual Equip (Flex room)		$ 11,355.99	Bluum Contract
Cable Wiring for Canopy System (Fiber Optic to Bandshell)	$ 1,500.00	$ 43,700.00	Phasor Electric Quote (frm Water Treatment Plant)
Lighting for Trails	$ 8,500.00	$ 8,138.00	Xcel Contract
Structural and Special Inspections Testing	$ 10,000.00	$ 16,041.00	Braun Contract (5/24/23)
Structural and Special Inspections Testing (CO1)		$ 7,000.00	Braun Contract (12/28/23)
Total Other Costs	**$ 52,500.00**	**$ 154,680.64**	**294.63%**
	Remaining	**$ (102,180.64)**	
Other (Not Budgeted)			
Watershed Escrow (CCWD)		$ 2,745.00	Escrow sent in (excess will be returned)
Ad for Bid cost		$ 188.12	
Total Other Costs	**$ -**	**$ 2,933.12**	
Total Project Cost	**$ 4,007,950.00**	**$ 4,019,217.76**	**100.28%**
	Remaining	**$ (11,267.76)**	
Amended Budget Increase (5% of Const and Other Costs)	**$ 179,075.00**		
Amended Total Project Cost	**$ 4,187,025.00**	**$ 4,019,217.76**	**95.99%**
	Remaining	**$ 167,807.24**	

City of Blaine
Staff Report

File Number: 2024-034

Agenda Date	Status
February 5, 2024	
In Control	**File Type**
City Council	Motion

Administration - Daniel Schluender, Director of Engineering

Agenda Item # 11.2

Motion to Authorize the Mayor and City Manager to Enter into a Contract with WSB for Professional Design and Construction Services for the 2024 Northwest Area Street Reconstruction Improvement Project, Improvement Project No. 24-05

Executive Summary

Council is requested to approve a contract with WSB for professional engineering services for final design and construction services for the 2024 Northwest Area Street Reconstruction, Improvement Project 24-05, in the amount of $273,925.00.

Background

On August 7, 2023 Council initiated the 2024 Northwest Area Street Reconstructions, Improvement Project No. 24-05 with Resolution No. 23-124. At the August 7, 2023 Council meeting WSB, which is one of the engineering firms in the pre-approved consultant pool approved by Council on August 2, 2021, was awarded a contract to prepare preliminary design and a feasibility report. At that time it was stated that after completion of the feasibility report and upon ordering the improvements, a contract for final design and construction services would be negotiated with WSB.

The Engineering Department recently requested and received a proposal for final design and construction services including construction materials testing for the 2024 Northwest Area Street Reconstructions project from WSB in the amount of $273,925.00. Staff has reviewed the proposal and determined that the fees are justified and reasonable. City council is also asked to approve a 10% contingency to bring the total project budget to $301,317.50.

This project will be funded through proposed project assessments, Pavement Management Program funds, Storm Drainage funds, and Public Utility funds.

Strategic Plan Relationship

This project aligns with the City's strategic plan goal of Infrastructure Management by providing high quality city streets.

Board/Commission Review

Not required.

Financial Impact

The project will be funded by a combination of assessments and bond proceeds placed in the City Pavement Management Program fund, Public Utility Funds, City Storm Water Utility Funds and Municipal State Aid System funds. The 2023 project budget included $106,500 for consulting. The 2024 project budget in the 2024-2028 Capital Improvement Plan is $2,705,100 and includes consulting, construction, and contingency, resulting in a total project budget of $2,811,600. With estimated improvement costs of $3,191,442, the 2024 budget and CIP may need to be amended in 2024 and additional bond proceeds may need to be issued to finance project costs. Alternatively, the project could be split into multiple years or bids could be rejected and the project rebid in 2025. Any or all of these options will be brought to council when the contract is proposed to be awarded.

Public Outreach/Input

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

Staff Recommendation

By motion, authorize the Mayor and City Manager to enter into a contract with WSB & Associates, Inc. in the amount of $273,925.00 for final design and construction services for the 2024 Northwest Area Street Reconstruction, Improvement Project No. 24-05. In addition, authorize a 10% contingency to bring the total project budget to $301,317.50 and authorize the City Manager or their designee to sign all change orders up to the authorized project budget amount.

Attachment List

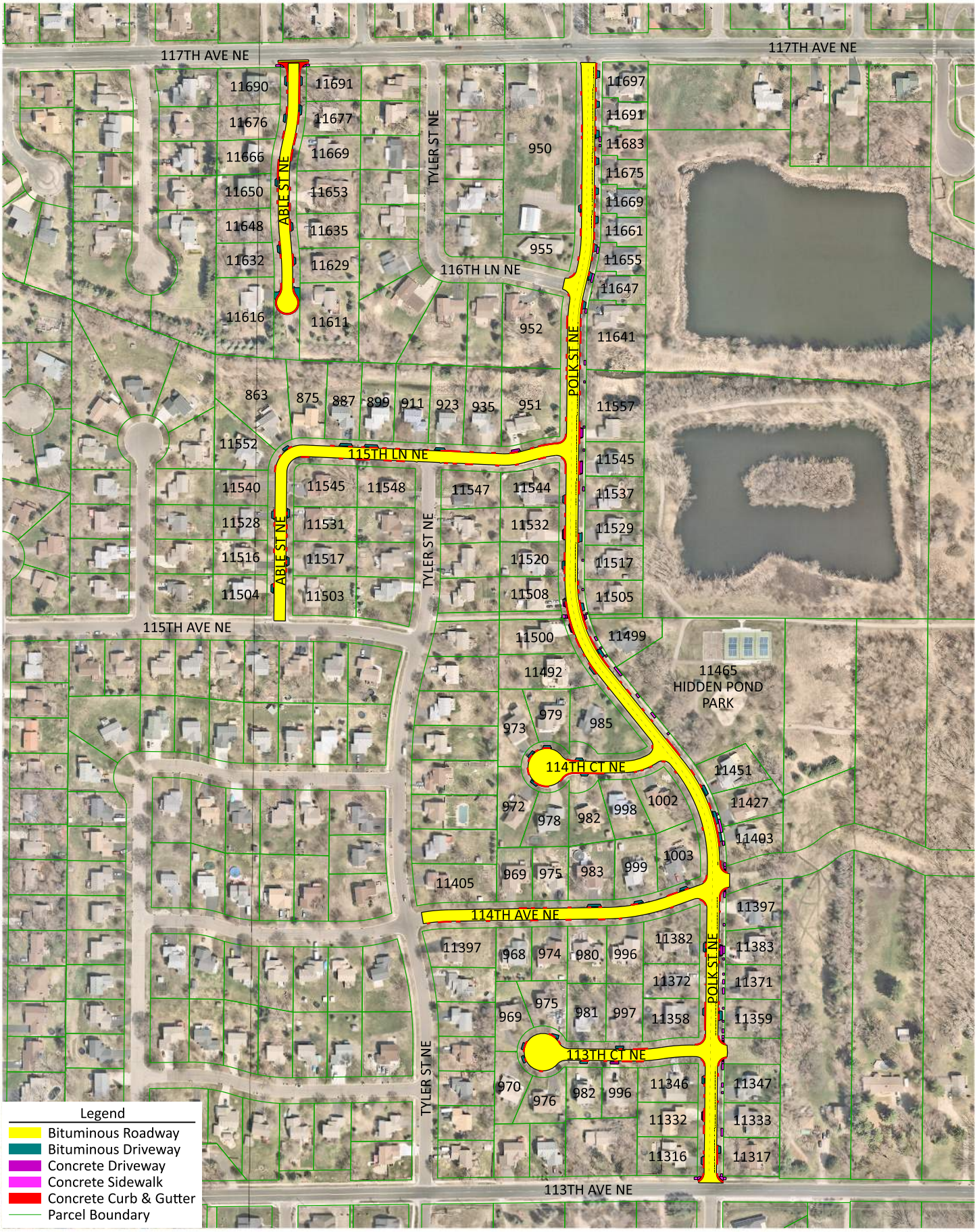
1. 24-05 Project Construction Area Map
2. PSA_Northwest Area Street Reconstruction Final Design and Construction_20240109

City of Blaine

Signature Copy

Resolution:

Motion to Authorize the Mayor and City Manager to Enter into a Contract with WSB for Professional Design and Construction Services for the 2024 Northwest Area Street Reconstruction Improvement Project, Improvement Project No. 24-05



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BlaineMN.gov

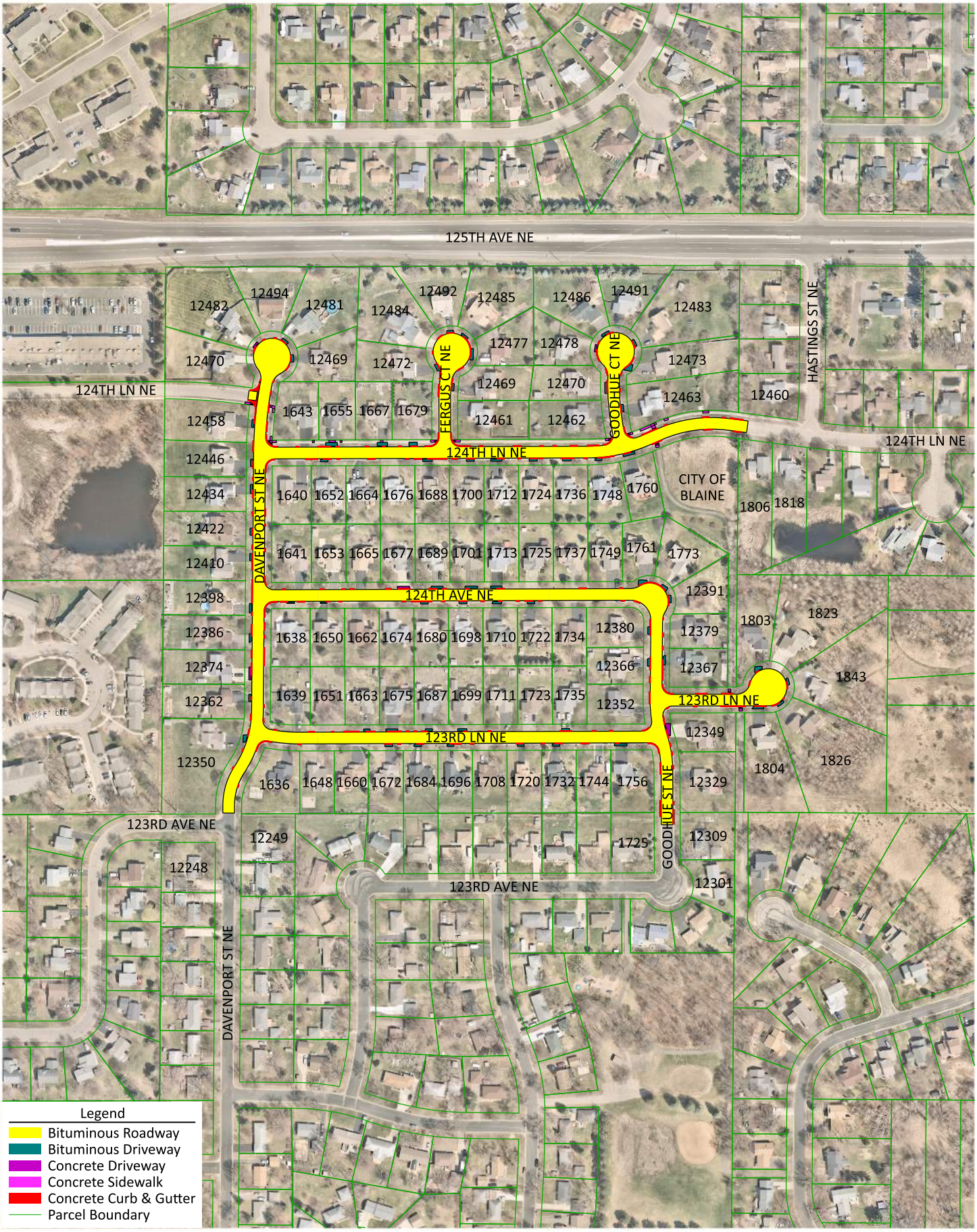
Exhibit 1: Area 1 Project Map

Northwest Area Street Reconstruction
Feasibility Assessment Report
City of Blaine, Minnesota

N

0 150 300
SCALE IN FEET

wsb



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BlaineMN.gov

Exhibit 1: Area 2 Project Map

Northwest Area Street Reconstruction
Feasibility Assessment Report
City of Blaine, Minnesota

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PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is made as of January 9, 2024 (Effective Date), by and between **City of Blaine**, 10801 Town Square Drive NE, Blaine, MN 55449, herein referred to as ("Client") and WSB LLC, 701 Xenia Avenue South, Suite 300, Minneapolis, Minnesota 55416, herein referred to as ("Consultant") to provide professional services ("Services") by Consultant in connection with the following project ("Project"): **Northwest Area Street Reconstruction Final Design and Construction** in Blaine, MN.

ARTICLE 1 - SCOPE AND DESCRIPTION OF SERVICES ("SCOPE OF SERVICES")
Please see the attached Scope of Services and Compensation ("Exhibit A").

ARTICLE 2 - PERIOD OF SERVICE
The Services described under Scope of Services shall be completed expeditiously and professionally so as to maintain the agreed upon schedule. The schedule may be modified by the parties by agreement or as a result of an excusable delay caused by Force Majeure, a Client Delay, Change in Law or unforeseen conditions at the Project site.

ARTICLE 3 - COMPENSATION
Unless otherwise stated in the Scope of Services, Consultant shall perform the work on a time and materials basis and invoice for its work monthly. If not stated in Exhibit A, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Each invoice shall include details for the time and reimbursable expenses incurred the previous month. Reimbursable expenses shall include but are not limited to, travel and lodging, mileage, print and plotting charges, shipping charges, messenger delivery charges, plus all taxes (including sales taxes), fees, including but not limited to permit, application, testing, and recording fees, imposts, or stamps required by State, Federal, Municipal, or other government agencies in the providing of Services.

Client agrees to pay all invoices within thirty (30) days of receiving same. Any invoice not paid within thirty (30) days of the original invoice date shall bear interest at the lower of 1.5% per month or the highest rate permitted by applicable law on the unpaid balance.

If Client fails to pay any amount by the applicable due date, Consultant shall have the right to suspend work and withhold Instruments of Service (as defined below) until payment in full, including interest, is received. Consultant shall have no liability whatsoever to Client for any costs or damages that result from such suspension or withholding of Instruments of Service, and Consultant shall be entitled to reimbursement of all costs incurred while work is suspended. If Consultant resumes services after payment by Client, the time schedule and fees for remaining Services shall be equitably adjusted.

If Client fails to pay any amount by the applicable due date, Consultant shall have the right to commence collection efforts, and all collection costs incurred by Consultant shall become immediately due and payable to Consultant as such collection costs are incurred. Collection costs include, but are not limited to, legal fees, collection agency fees, court costs, and reasonable staff costs for Consultant's staff time spent in efforts to collect the overdue balance.

Client's failure to pay Consultant in accordance with this Agreement shall constitute a material breach of this Agreement and shall be cause for Consultant to suspend performance or terminate this Agreement.

If the Services are suspended by Client for more than thirty (30) calendar days, consecutive or aggregate, Consultant shall be compensated for Services performed prior to such suspension. When the Services are resumed, Consultant shall be compensated for time and expenses incurred in the interruption and resumption of Services. Consultant's fees for the remaining Services and the time schedules shall be equitably adjusted.

ARTICLE 4 – ADDITIONAL SERVICES
In the event of any changes in the Scope of Services, Client Delay, changed or unforeseen conditions, Change in Law or event of Force Majeure, Client agrees to issue an Amendment for Additional Services ("AAS") to equitably adjust Consultant's fees and the time of performance. If Consultant is caused to increase its Scope of Services and Client does not issue an AAS that is acceptable to Consultant, compensation for the expanded Scope of Services shall be on an hourly basis according to Consultant's then-current standard rate schedule ("Rate Schedule"), plus reimbursable expenses.

A "Client Delay" shall include a delay caused by the Client failing to make timely decisions, a delay in the delivery of Client ordered equipment or supplies, or a delay by a Client-hired contractor or consultant not timely completing work upon which Consultant's work is dependent. "Force Majeure" is defined below in Article 13. A "Change in Law" is a change in the applicable laws or regulations applicable to the Project when the change occurs after the date of this Agreement.

ARTICLE 5 - CLIENT'S RESPONSIBILITIES
Client agrees to provide to Consultant in a timely manner all available information, requirements, and limitations relevant to Consultant's performance of its Scope of Services, including, but not limited to, objectives, schedule, constraints and criteria, space requirements, flexibility, expandability, special equipment, systems, and site requirements. Client furnished information shall also include data (and professional interpretations thereof) prepared by or services performed by others, including where applicable, but not limited to, previous reports, core borings, sub-surface explorations, hydrographic and hydrogeologic surveys, laboratory tests and inspection of samples, materials and equipment; appropriate professional interpretations of the foregoing data; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property description; zoning, deed and other

land use restrictions; and other special data. Consultant may rely on the accuracy of the Client's supplied information and use such information in the development of Consultant's Scope of Services. The accuracy of the Client's information is the Client's responsibility. Client shall update any information it provides if Client becomes aware of any changes in circumstances. Consultant shall endeavor to verify the information provided and shall promptly notify the Client if the Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose. Client shall also notify the Consultant whenever the Client observes or otherwise becomes aware of any defect in construction or design.

Client shall furnish right-of-way entry and continuous unimpaired access to the Project site for Consultant to perform its Scope of Services. Client shall also require all Utilities with facilities in the Client's right of way to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule.

Where appropriate, Client shall endeavor to identify, remove and/or encapsulate asbestos products or materials or pollutants located in the project area prior to accomplishment by the Consultant of any work.

Client shall render decisions in a timely manner pertaining to documents submitted by Consultant to avoid unreasonable delay in the orderly and sequential progress of the Services, including acting promptly to approve all pay requests or requests for information by Consultant. Client shall furnish the services of other consultants when such services are requested by Consultant and are reasonably required by the scope of the Project.

Client shall designate a Client Representative with authority to transmit and receive instructions and information, interpret and define the Client's policies with respect to services rendered by the Consultant, and authority to make decisions as required for Consultant to complete services.

Client shall provide such legal, accounting and insurance counseling services as may be required and bear all costs incidental to compliance with the requirements of this article.

ARTICLE 6 - INDEMNIFICATION

To the fullest extent permitted by law, subject to the limitations set forth below in this Agreement, Client and Consultant shall indemnify and hold harmless the other and its respective directors, officers, employees, and representatives from and against all legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by the indemnitor's negligent acts, errors, or omissions. Neither party shall have a duty to defend the other party and no duty to defend is created by this Agreement.

ARTICLE 7 - LIABILITY LIMITATION

Client and Consultant have evaluated the parties' relative risks and benefits associated with this Project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, the total aggregate liability of Consultant (and its employees and sub-consultants) to Client for all injuries, damages, claims, losses, or expenses (including attorney fees and expert fees) arising out of Consultant's services or this Agreement is limited to the greater of Consultant's project fee or $50,000, and Client agrees to hold Consultant harmless for any liability more than such amount. This limitation shall apply regardless of available insurance coverage, cause(s), or the theories of liability, including, but not limited to, breach of contract, negligence, contribution, indemnity, or other remedies.

ARTICLE 8 - STANDARD OF CARE

Consultant will perform the Services in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions in the same locale. EXCEPT AS SPECIFICALLY STATED HEREIN, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 9 - CONSEQUENTIAL DAMAGES

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.

ARTICLE 10 - DISPUTE RESOLUTION

If a claim or dispute arises out of or relates to Consultant's Services or this Agreement, the parties shall attempt in good faith to settle such claim or dispute through direct discussions.

Any claim or dispute arising out of or related to Consultant's Services or this Agreement (except for collection procedures employed by Consultant and those waived or barred as provided elsewhere in this Agreement) that is not resolved by direct discussions shall be submitted to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Either party may file a request for mediation. Mediation shall be pursuant to the Construction Industry Mediation Rules of the American Arbitration Association. The Mediator shall be selected by the parties within fifteen (15) days of the request for mediation. Mediation shall proceed in advance of

legal or equitable proceedings, which shall be stayed pending the conclusion of mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or by court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Minneapolis, Minnesota.

Notwithstanding the foregoing, if a claim or dispute between the parties involves, relates to, or is the subject of a mechanic's lien or construction lien arising out of Consultant's Services, Consultant may proceed in accordance with applicable law to comply with all statutory requirements, including those related to lien notice and filing deadlines, prior to the commencement or conclusion of mediation or other form of alternative dispute resolution agreed to by the parties.

ARTICLE 11 - TERMINATION

Either party may terminate this Agreement for convenience and without cause upon twenty-one (21) calendar days written notice.

Either party may terminate this Agreement for cause upon ten (10) calendar days written notice for one or more of the following reasons:

1. The other party's material breach of this Agreement;
2. Assignment of this Agreement without the written consent of the other party;
3. Suspension of the Project or Consultant's Services for more than thirty (30) calendar days, consecutive or aggregate; or
4. Material changes in the conditions under which this Agreement was executed, the Scope of Services, the nature of the Project, or the failure of the parties to reach an agreement on compensation and/or scheduling adjustments necessitated by such changes.

In the event of termination of this Agreement by either party, regardless of the reason for termination, Client shall, within fifteen (15) days of termination, pay Consultant in full for all services rendered and costs incurred by Consultant up to the date of termination. Additionally, and notwithstanding any language in this Agreement to the contrary, within sixty (60) days of termination, Client shall reimburse Consultant for all expenses incurred by Consultant in connection with the orderly termination of this Agreement, including, but not limited to, demobilization, reassignment of personnel, associated overhead costs, and all other expenses resulting from the termination.

ARTICLE 12 - INSURANCE

Consultant shall carry the following insurance:

Workers Compensation	Statutory
Employers Liability	$1,000,000
General Liability	$1,000,000 Each Occurrence/ $1,000,000 Aggregate
Automobile Liability	$1,000,000 Combined Single Limit
Professional Liability	$3,000,000 Per Claim/ $3,000,000 Annual Aggregate

General Liability shall name the Client as an additional insured. The insurer agrees to give thirty (30) days written notice in the event of cancellation by the insurer.

ARTICLE 13 - MISCELLANEOUS

A. WORK PRODUCT / DOCUMENT OWNERSHIP

Except as otherwise provided in Exhibit B (if applicable), the following shall apply to the ownership of documents and work product:

Unless Client requests otherwise, Consultant will provide its documents and materials both in a hard copy and in an electronic format. Because electronic documents may be modified intentionally or inadvertently, Client agrees that Consultant will not be liable for any losses or damages resulting from any change in an electronic document after Consultant transmits it to Client. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant’s Instruments of Services for use solely with respect to this Project and, unless otherwise provided, Consultant shall be deemed the owner of these Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyright. If Client has paid Consultant in full for its Services, Client shall be permitted to retain copies, including reproducible copies, of Consultant’s Instruments of Service for Client’s information, reference and use in connection with the Project. Consultant’s Instruments of Service shall not be used by the Client or others on other projects, for additions for this Project or for completion of this Project by others, except with Consultant's agreement in writing and with appropriate compensation to Consultant. In consideration of Client's use of Consultant's Instruments of Service, Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, its directors, officers, agents, and employees from all claims arising out of the reuse or misuse of such Instruments of Service. Under no circumstances shall transfer of the Consultant's Instruments of Service be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic format furnished to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user’s sole risk. Consultant makes no representations as to long term compatibility, usability or readability of electronic files.

B. HAZARDOUS MATERIALS

Client represents to Consultant that no hazardous materials exist at the Project site. If there are hazardous materials at the Project site, the Client must inform Consultant of the type, quantity, and location of such hazardous materials. If hazardous materials are discovered at the Project site then Consultant will notify the Client and, to the extent required by law, notify the appropriate governmental authority. If Consultant or any other entity encounters hazardous materials at the Project site then Consultant may without any liability to Client or any other entity suspend services until such time as Client retains the appropriate entities to identify and (as appropriate) abate, remediate, or remove the hazardous material. Client agrees that Consultant has been retained to perform professional services and shall not be required to become an arranger, operator, generator, or transporter of hazardous material (as defined by law). Client hereby agrees to indemnify and hold harmless Consultant for all claims losses and damages arising out of the existence of hazardous materials on the Project site.

C. UNDERGROUND UTILITY AND STRUCTURE CLEARANCE

Where requested by Client, Consultant will perform customary research to assist Client in locating and identifying subterranean structures or utilities. However, Consultant may reasonably rely on information from the Client and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where Consultant has complied with the standard of care and acted in reliance on that information. The Client agrees to waive all claims and causes of action against the Consultant for claims by Client or its contractors relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by the Consultant.

D. THIRD-PARTY RELIANCE

All Services provided by Consultant are for Client's and Consultant's sole benefit and exclusive use with no third-party beneficiaries intended. Reliance upon the Services and any work product is limited to Client and is not intended to benefit any third party.

E. CONSTRUCTION SERVICES

If requested by Client in the Scope of Services or AAS, Consultant shall visit the project during construction to become familiar with the progress and quality of the contractors' work and to determine if the work is proceeding, in general, in accordance with plans, specifications or other contract documents prepared by Consultant for the Client. The Client has not retained the Consultant to make detailed inspections or to provide exhaustive or continuous project review and observation services. Consultant does not guarantee the performance of, and shall have no responsibility for, the acts, errors or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

Client acknowledges Consultant will not direct, supervise or control the work of contractors or their subcontractors, nor shall Consultant have authority over or responsibility for the contractors' means, methods, or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety. Job site safety shall be the sole responsibility of the contractor who is performing the work.

For Client-observed projects, the Consultant shall be entitled to rely upon and accept representations of the Client's observer. If the Client desires more extensive project observation or full-time project representation, the Client shall request such services be provided by the Consultant as an additional service. Consultant and Client shall then enter into an AAS detailing the terms and conditions of the requested project observation.

F. SUBMITTALS AND PAY APPLICATIONS

If the Scope of Services includes the Consultant reviewing and certifying the amounts due the contractor, the Consultant's certification for payment shall constitute a representation to the Client, that to the best of the Consultant's knowledge, information and belief, the contractor's work has progressed to the point indicated and that the quality of the work is in general accordance with the documents issued by the Consultant. The issuance of a certificate for payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Client to substantiate the contractor's right to payment, or (4) ascertained how or for what purpose the contractor has used money previously paid on account of the contract sum. Contractor shall remain exclusively responsible for its work.

If the Scope of Services includes Consultant's review and approval of submittals from the contractor, such review shall be for the limited purpose of checking for conformance with the information given and the design concept. The review of submittals is not intended to determine the accuracy of all components, the accuracy of the quantities or dimensions, or the safety procedures, means or methods to be used in construction, and those responsibilities remain exclusively with the Client's contractor.

G. JOB SITE SAFETY

Neither the Services of Consultant, nor the presence of Consultant at the construction/Project site, shall relieve Client, general contractor(s), or subcontractor(s) of any of their responsibilities or duties to perform the work in strict accordance with the contract documents and to comply with all health and safety precautions required by any regulatory agency. Consultant does not have authority or responsibility to control any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that contractors and subcontractors are solely responsible for job site safety and warrants

that this intent shall be carried out in Client's contracts with contractors. Client also agrees that Client and its contractor(s), jointly and severally and to the fullest extent permitted by law, shall indemnify and hold harmless Consultant and its employees against any liability related to health, injury, or job site safety.

H. OPINIONS OF PROBABLE COST

Opinions, if any, of probable cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for are made or to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified professional design firm. The parties acknowledge, however, that the Consultant does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and any evaluation of any facility to be constructed or acquired, or work to be performed must, of necessity, be viewed as simply preliminary. Accordingly, the Consultant and Client agree that that proposals, bids or actual costs may vary from opinions, evaluations or studies submitted by the Consultant and that Consultant assumes no responsibility for the accuracy of opinions of probable construction costs and Client expressly waives any claims related to the accuracy of opinions of probable construction costs. If Client wishes greater assurance as to probable construction cost, Client shall employ an independent cost estimator as part of its Project responsibilities.

I. FORCE MAJEURE

To the extent any time for performance applies, the affected party shall not be responsible for any delays due to federal, state or municipal actions or regulations, acts of foreign governments, strikes or other labor shortages, equipment or material delays or shortages, delays in issuing applicable permits, acts or omissions of the other party, inclement weather, pandemic, acts of the public enemy, fires, floods, riots, embargos, other acts of God, government shutdown, unforeseen site conditions or any other events or causes beyond the control of Consultant.

J. HEADINGS

The headings used in this Agreement are for convenience only and shall in no way define, limit, or describe the scope or intent of this Agreement or any part hereof.

K. ASSIGNMENT

Client may not assign this Agreement without the written consent of Consultant.

L. ENTIRE AGREEMENT

This Agreement represents and contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior oral and written agreements and understandings.

M. GOVERNING LAW

The Agreement shall be construed, interpreted, and enforced in accordance with the laws of the state in which the Project is located.

N. MODIFICATIONS

This Agreement may be modified only by a written instrument executed by both parties.

O. WAIVER

No delay or failure by either party to exercise any right or remedy under this Agreement, and no partial or single exercise of a right or remedy, will waive that or any other right or remedy.

P. SEVERABILITY

Any invalidity or unenforceability of all or part of a provision of this Agreement shall be severable and shall not affect the validity or enforceability of the remaining part of that provision or other provisions.

Q. EXECUTION

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and together which shall constitute one and the same agreement. Signatures on this Agreement that are transmitted by fax, email or other electronic means shall be valid and binding.

R. NO PERSONAL LIABILITY

It is intended by the parties to this Agreement that Consultant’s services shall not subject Consultant’s employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client’s sole and exclusive remedy for any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant’s individual employees, officers or directors.

S. **LIEN NOTICE – APPLICABLE TO PRIVATE PROJECTS IN MINNESOTA**

ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

T. **GENERAL LIEN NOTICE - APPLICABLE TO PRIVATE PROJECTS IN LOCATIONS OTHER THAN MINNESOTA TO THE EXTENT PERMITTED BY APPLICABLE LAW, AS A PARTY SUPPLYING LABOR OR MATERIALS FOR IMPROVEMENT TO PROPERTY, WE MAY FILE A LIEN AGAINST YOUR PROPERTY IF WE ARE NOT PAID IN ACCORDANCE WITH THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties hereto have made and executed the Agreement as of the day and year first above written.

WSB LLC

By: _____

Name: _____

Title: _____

CITY OF BLAINE

By: _____

Name: Michelle Wolfe

Title: City Manager

By: _____

Name: Tim Sanders

Title: Mayor

Exhibit A

I. Scope of Services

Scope of services includes Final Design and Construction services.

1. FINAL DESIGN/PLAN PREPARATION SERVICES

A. Project Management.

1) *Administration and General Coordination*

a. Administration of the project will include monthly invoicing, contract amendment requests (if necessary), cost and schedule updates, billing preparation, other non-technical work, communication with the necessary project personnel and all other work to ensure all the project tasks are completed on time, within budget and in accordance with applicable state and federallaws, rules and regulations.

b. General coordination of the project will include scheduling, preparing for, and facilitating the following meetings:

- Monthly project management team meetings (Assumes 2 minimum).
- Coordination meeting for permitting requirements with CCWD. One meeting.
- Utility design meeting (1)

2) *Quality Assurance and Quality Control Functions (QA/QC)*

a. Consultant will perform QA/QC functions throughout the project duration, from final design through construction, to ensure the highest quality on all deliverables in alignment with the project schedule.

b. No changes in project management personnel will be made without written notice to provide consistency. Conditions where changes in key personnel are unavoidable (personnel no longer employed by the firm) are understood. Substitutions based on new projects or other additional workloads will not be favorably received. Likewise, the Client will notify the Consultant if there are changes in key personnel for the Client.

Deliverables

- Schedule updates as needed
- Schedule project management team meetings and other meetingsidentified above
- Submit invoices in a timely manner
- Agendas and meeting minutes

B. Final Design

Consultant will complete the final design for the project, which will include the following items:

1) Roadway Geometrics and Profile

- Final pavement design and typical section
- Curb, walk, and trail replacement as indicated in the feasibility report for areas 1 and 2.

2) Stormwater collection system improvements and additions, including structure repairs, structure and network expansion as necessary, casting adjustments/repairs and replacements, and draintile installation as necessary.

3) Stormwater BMP and associated storm sewer network to the BMP in Hidden Ponds Park. Other Client utility improvements such as surface improvements to watermain and sanitary sewer structures, as well as gate valve, valve box, and casting replacements as indicated in the feasibility report.

C. Plan Preparation

Consultant will prepare the following plan sections:

1) Title sheet
2) Alignment sheet
3) Statement of Estimated Quantities
4) Quantity Tabulations
5) Typical Sections
6) General Construction Notes
7) Construction Staging sheets
8) Inplace Topography and Utility sheets

9) Removal sheets
10) Street and storm sewer plan and profile sheets
11) BMP detail sheets
12) Watermain and sanitary sewer sheets as needed
13) Surface Water Pollution Prevention Plan (SWPPP)
14) Turf establishment and erosion control plans
15) Signing and striping sheets

D. Permits
Consultant will prepare and submit the following permits:
1) CCWD
2) MPCA – NPDES
3) MnDOT Metro State Aid Review and Approval

E. Project Manual
1) Consultant will prepare a project specifications package (Project Manual) that will include all materials that the Client will use in bidding, including the Client's bid proposal form and special provisions. The Project Manual will include the full set of project specifications and Client standard contract and bidding information. Consultant will prepare the advertisement for bid using the Client's template.

F. Opinion of Probable Cost
1) Consultant will prepare an Engineer's Opinion of Probable Cost at the 60% and 95% design stages for review by the Client. The Engineer's Opinion of Probable Costs will be based on the Client's Assessment Policy. Upon receipt of all agency comments from the 95% design stage, the Consultant will prepare the final Engineer's Opinion of Probable Cost for use by the Client for bidding.

Deliverables
- 60% Plans
- 95% Plans
- 100% Final Approved Plans
- Engineer's Opinion of Probable Cost (60%, 95%, Final)
- Project Specifications (Project Manual)
- Applicable Permits

2. CONSTRUCTION SERVICES
Consultant will provide the following construction services throughout the duration of construction.
A. Project Management
1) Prepare materials for and attend the preconstruction meeting and weekly on-site meetings for the duration of the project.
2) Communicate with the Client representative and contractor to address project related issues.
3) Provide understanding of Client's standard construction practices as they relate to the project.
4) Provide the necessary resources and direction to Consultant personnel to ensure project compliance and quality results.
5) Review and verify prepared pay vouchers and documented quantities.
6) Provide the tools and equipment needed for Consultant personnel to perform and meet the expected outcomes of the project including cell phones, computers, iPad's, PPE, testing equipment, and additional supplies needed to perform the work.
7) Provide services required under this contract as necessary to accommodate the contractor's schedule.

B. Contract Administration
1) Attend construction meetings for close coordination of day-to-day progress of work and ensure the project is being completed as intended.
2) Communicate regularly with involved stakeholders to keep them informed regarding the impact of construction to the area, including neighbors, businesses, and local agencies.
3) Review, document, and file contractor permits, submittals, test reports, and certificates of compliance.
4) Verify and review all labor submittals that meet requirements.
5) Accurately verify contract pay items daily.
6) Prepare all pay vouchers in accordance to project revenues and expenses.
7) Prepare contract change documents and cost estimates with negotiations with the contractor on any contract changes.
8) Respond to all contractor requests for information (RFI).
9) Complete all necessary field finalizing of the project documentation in accordance with project specifications.

C. Construction Inspection Services

1)) Record all construction activities daily, making a complete and accurate record of all events.
2) Ensure construction practices and materials used on site are compliant with project specifications.
3) Accurately measure and record contract pay items daily.
4) Perform daily reviews of construction signing, detour signing, and construction traffic control maintenance.
5) Perform monthly labor compliance interviews.
6) Communicate regularly with the Project Manager, contractor, Client, and involved stakeholders.
7) Provide services required under this contract as necessary to accommodate the contractor's schedule and needs.
8) Exercise the "Authority and Duties of the Inspector" as necessary.

D. Construction Surveying Services

1) Verifying datum points are accurate and correct.
2) Provide all required construction staking including setting benchmark elevation locations.
3) Providing and maintaining records for as-builts.
4) Coordinate with contractor on private utility relocations.

E. As-Built Drawings

Consultant will prepare the as-built drawings within 2 months of construction completion. The as-built drawing services will include the following:

1) Surveying to locate and identify as-built elevations for all repaired or modified Client utilities.
2) Structure measure downs on all structures within the project limits.
3) Record drawing preparation
4) Any necessary tie cards for repaired utilities.

F. Environmental Services

1) Perform weekly site reviews of temporary and permanent erosion control measures on the project for compliance with applicable permits and specifications.
2) Provide weekly inspection report of site compliance items and corrective measures for any deficiencies.
3) Modify and amend the project SWPPP as required.
4) Coordinate with local permitting agencies during project construction.

G. Construction Materials Testing Services

1) Perform laboratory and field testing for soils and aggregates, concrete, and bituminous.
2) Provide reports of testing results to Client and inspection personnel.
3) Coordinate with local and on-site staff for scheduling of testing.

Assumptions: Thirteen (13) weeks construction inspection, five (5) days per week, ten (10) hours per day.

II. Compensation

Compensation for the scope of services will be rendered on an hourly basis not to exceed the amount of $273,925 summarized below and detailed in Exhibit A.1.

Final Design / Plan Preparation..... $84.378
Construction Services.....$189,547
TOTAL.....$273,925

EXHIBIT A.1
FINAL DESIGN AND CONSTRUCTION SERVICES
Northwest Area Street Reconstruction (24-05)

Task	Description	Nic. Hentges & Bill Alms Project Manager	Paul Kyle PM Construction		Austin Frosig Project Engineer	Megan McDevitt Graduate Engineer	Kendra Fallon WR Project Engineer	Gianna Turturillo WR Graduate Engineer	Constructon Observer	Chuck Kochmann Engineering Technician	Survey Crew	Senior Sruvey Tech	Roxy Robertson Sr. Environmental Scientist	Amy Rein Admin Assistant	Total Hours	Cost
	DESIGN AND BIDDING AND CONSTRUCTION SERVICES															
1	**Final Design/Plan Preparation**															
	Project Management / QA/QC	20												8	28	$ 5,724.00
	Agency and Utility Meetings	8				4	4	4							20	$ 3,544.00
	A. Final Design															$ -
	i. Roadway geometrics and profiles	4			4	20									28	$ 3,944.00
	ii. Storm water collections system	4			2	4	6	40		4					60	$ 8,316.00
	iii. Stormwater BMP and storm system conneciton	4				2	6	24							36	$ 5,114.00
	B. Plan Preparation															
	i. Title sheet & construction details	1			1	4									6	$ 865.00
	ii. Storm water collection facilities and BMP details	2			1	4	4	18		2					31	$ 4,328.00
	iii. Removals	2			2	14		6		2					26	$ 3,550.00
	iv. Street/Storm Sewer plan and profile	4			8	80	4	20		10					126	$ 16,720.00
	v. Watermain and sanitary sewer plan and profile	2			2	6				2					12	$ 1,856.00
	vi. Surface water pollution prevention plan (SWPPP)	1			2	2							8		13	$ 1,879.00
	vii. Restoration/turf establishment plan	2			2	8				2			4		18	$ 2,654.00
	viii. Construction Staging	2			2	6				2					12	$ 1,856.00
	ix. Cross-sections	2			4	20				44					70	$ 11,566.00
	C. Permits															$ -
	iii. Coon Creek Watershed District	1			2		2	12							17	$ 2,317.00
	iv. Minnesota Pollution Control Agency - NPDES	1				2							6		9	$ 1,313.00
	v. MnDOT Metro State Aid Review and Approval	4			2	6									12	$ 1,962.00
	D. Project Manual	8			2	2								8	20	$ 3,410.00
	E. Opinion of Probable Costs	4			4	16									24	$ 3,460.00
	Final Design / Plan Preparation Subtotal	**76**			**40**	**200**	**26**	**124**		**68**			**18**	**16**	**568**	**$ 84,378.00**

Task	Description	Project Manager	PM Construction	Environmental Compliance			WR Project Engineer	WR Graduate Engineer	Constructon Observer	Engineering Technician	Survey Crew	Senior Survey Tech	Sr. Environmental Scientist	Admin Assistant	Total Hours	Cost
2	**Construction Services**															
	Project Management															
	Project Management (1 hour per week)	13	13											8	34	$ 6,587.00
	Contract Administration															
	Pre-Construction Conference	4	4		4				3						15	$ 2,663.00
	Weekly Meeting (Assume 1 meeting a week for 13 weeks, 1.5 hours per meeting)	4	21												25	$ 5,022.00
	Labor Compliance (2 Hours per week)		26												26	$ 5,044.00
	Documentation Review (1/2 hour a week)	12	7		16										35	$ 6,506.00
	Contract Administration (1/2 hour a week)		7												7	$ 1,358.00
	Monthly Pay Estimates (4 estimates) (2 hour per month)		8											10	18	$ 2,782.00
	Final Pay Voucher		4						4					4	12	$ 1,752.00
	Construction Inspection Services															
	Pre-Project Inspection / Removal Measurements								40						40	$ 4,840.00
	Full Time Construction Inspection (13 Weeks)		8						650						658	$ 80,202.00
	Punchlist / Final Inspection								24						24	$ 2,904.00
	Record Plan Measurements								16						16	$ 1,936.00
	Construction Surveying Services															
	Construction Survey										90				90	$ 22,500.00
	Office Support											12			12	$ 1,680.00
	Record Plans										12	40			52	$ 8,600.00
	Environmental															
	Weekly NPDES Inspections (2 hours per week, for 16 weeks)			32											32	$ 3,840.00
	On Site Documentation (1 hours per week, for 16 weeks)			16											16	$ 1,920.00
	Post Rain Event Inspections (Assume 1 rain event every other week)			16											16	$ 1,920.00
	Agency Coordination			2											2	$ 240.00
	Construciton Materials Testing															
	Construction Materials Testing	See the attached construction materials testing fee schedule														$ 23,371.00
	Assume 13 weeks construction inspection, 5 days per week, 10 hours per day															
	Subtotal	**33**	**118**	**66**	**20**				**737**		**102**	**52**		**22**	**1150**	**$ 189,547.00**
Total Hours		**109**	**118**	**66**	**60**	**200**	**26**	**124**	**737**	**68**	**102**	**52**	**18**	**38**	**1718**	
Hourly Rates		237.00	194.00	120.00	144.00	121.00	170.00	121.00	121.00	184.00	250.00	140.00	139.00	123.00		
Design Total Direct Labor Costs		**$25,833.00**	**$22,892.00**	**$7,920.00**	**$8,640.00**	**$24,200.00**	**$4,420.00**	**$15,004.00**	**$89,177.00**	**$12,512.00**	**$25,500.00**	**$7,280.00**	**$2,502.00**	**$4,674.00**		**$273,925.00**

TOTAL PROPOSED FEE	**$273,925.00**

City of Blaine
NW Area Street Reconstruction
Final Design and Construction

Construction Materials Testing Estimate of Costs (2023 SALT)

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Gradation Testing								
3025	Aggregate Base	Random Sampling: > 250 CY (CV) or 500 Tons and < 2000 CY (CV) or 4000 Tons. Material is a minimum of one lot. Test two random samples from each lot and average..	CL 5: 568 T ~ 313 CY	2	3	$150.00	$300.00	$450.00
3025	Reclamation FDR	Test at Engineer's discretion. Inspect for oversize chunks (+3"), after the motor grader has overturned the material	37032 SY	0	2	$150.00	$0.00	$300.00
				Total Minimum Cost for Section			$300.00	
				Total Probable Cost for Section			$750.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Major Soil Types	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Proctor Test								
3260	Proctor Test	1 / Major soil type. Additionally, one for each granular material, if using specified density.	Common Embankment Trench Backfill	1	2	$150.00	$150.00	$300.00
				Total Minimum Cost for Section			$150.00	
				Total Probable Cost for Section			$300.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Compaction Testing - Nuclear Density Gauge and Dynamic Cone Penetrometer								
3500	Aggregate Base	1 DCP tests per 500 CY (CV) or 1 per 1000 Tons. If test rolled, 1 test / 1,500 CY (CV) or 3000 Tons.	CL 5: 568 T ~ 313 CY	1	2	$50.00	$50.00	$100.00
3500	Reclamation FDR & SFDR	1 DCP test per 3,000 SY. If test rolled, 1 test / 10,000 SY.	37032 SY	13	15	$50.00	$650.00	$750.00
3510	Non-Granular Materials	**Roadway Embankment:** 1 test per 4,000 CY (CV). If test rolled, 1 test per 10,000 CY (CV),	Common: 1505 CY	1	2	$20.00	$20.00	$40.00
3510		**Structures and Longitudinal Trenches (Sidewalk/Trails/Watermain/Storm Sewer/Sanitary Sewer/Retaining Walls):** 1 test per 500 feet of each structure length per every 2 feet of fill.	Storm: 166 LF	1	2	$20.00	$20.00	$40.00
				Total Minimum Cost for Section			$740.00	
				Total Probable Cost for Section			$930.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Moisture Content Test								
3250	Aggregate Base	1 / 1,000 CY up to 10 maximum. For Quality Compaction: Test as directed by Engineer.	CL 5: 568 T ~ 313 CY	1	1	$15.00	$15.00	$15.00
3250	Walks	1 / 1,000 CY up to 10 maximum. For Quality Compaction: Test as directed by Engineer.	6" under Walks = 1120 CY	2	2	$15.00	$30.00	$30.00
3250	Full Depth Reclamation (FDR)	1 / 20,000 SY	37032 SY	2	2	$15.00	$30.00	$30.00
3250	All Embankment Materials	1 / 10,000 CY up to 10 maximum. For Quality Compaction: Test as directed by Engineer.	Common: 1505 CY	1	1	$15.00	$15.00	$15.00
	2451 Material: 1 per structure.			**Total Minimum Cost for Section**			$90.00	
				Total Probable Cost for Section			$90.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Number of Sources	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Aggregate Quality								
4030	**Aggregate Base Recycled/Salvaged/Reclaimed** Bitumen content	**At the discretion of the Engineer.**	CL 5 & FDR	0	2	$165.00	$0.00	$330.00
				Total Minimum Cost for Section			$0.00	
				Total Probable Cost for Section			$330.00	

Test Type/Material	Minimum Required Testing Rate
Depth Check	
Reclamation FDR	1 per day unless directed by Engineer *Assuming responsibility of on-site representative.

Test Type/Material	Minimum Required Testing Rate
Test Rolling	
Test Rolling	As directed by the Engineer the contractor will perform test rolling at the top of all subgrade, base layers (2211), non stabilized FDR (2215) and granular layers not meeting the requirements of 3149.2B2 (2105 & 2106). Minimum 12' width and 300' length. Agency to observe test rolling. See G&B Manual 5-692.270. *Assuming responsibility of on-site representative.

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Concrete Testing								
2040	Concrete Testing	1 / 100 CY / mix type / day (1 set of 4 cylinders) *Field Cure Cylinders = Additional. Casted Upon Request*	Surm C&G: 30 CY B618 C&G: 160 CY D312 C&G: 232 CY 8" Valley Gutter: 20 CY 6" Driveway: 38 CY 4" Walk: 65 CY 6" Walk: 24 CY	10	15	$120.00	$1,200.00	$1,800.00
				Total Minimum Cost for Section			$1,200.00	
				Total Probable Cost for Section			$1,800.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Bituminous Testing								
4090	Verification Testing - MnDOT Gyratory Mix Properties	1 / mix type / day	9.5W (3,C): 3479 T 12.5NW(3,C): 4620 T Small Quantity: 3," 9.5W (3,C): 282 T 3" Bit walk: 3 T	7	9	$600.00	$4,200.00	$5,400.00
4080	Compaction / Density Testing	Per Project Special Provisions		18	21	$55.00	$990.00	$1,155.00
				Total Minimum Cost for Section			$5,190.00	
				Total Probable Cost for Section			$6,555.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Sources	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Miscellaneous Testing								
3253	Topsoil Material - Gradation, Hydrometer, Organic Content, pH	As directed by the Engineer	Blvd Topsoil Borrow 1073 CY	0	1	$300.00	$0.00	$300.00
				Total Minimum Cost for Section			$0.00	
				Total Probable Cost for Section			$300.00	

WSB Unit	Project Charges	Rate ($)	Quantity	Subtotal
CMT02	Field Technician Time	100	55	$5,500.00
2150	Trip Charge	50	41	$2,050.00
CMT01	Sample Pick-Up Time	79	38	$3,002.00
CMT90	Project Administration	90	2	$180.00
CMT70	Project Assistant	111	10	$1,110.00
CMT80	Project Engineer	158	3	$474.00
Field and Overhead Subtotal				**$12,316.00**
Testing Subtotal (minimum-probable)				**$7,670.00 - $11,055.00**

Total Estimated Minimum Cost	$19,986.00
Total Estimated Probable Cost	**$23,371.00**

2024 Rate Schedule

	Billing Rate/Hour
SR. PRINCIPAL | SR. ASSOCIATE	$249 – $265
PRINCIPAL | ASSOCIATE	$184 – $237
SR. PROJECT MANAGER | SR. PROJECT ENGINEER	$184 – $237
PROJECT MANAGER | PROJECT MANAGER ASSISTANT	$90 – $180
PROJECT ENGINEER | GRADUATE ENGINEER	$108 – $179
ENGINEERING TECHNICIAN | ENGINEERING SPECIALIST	$72 – $177
LANDSCAPE ARCHITECT | SR. LANDSCAPE ARCHITECT	$82 – $172
ENVIRONMENTAL SCIENTIST | SR. ENVIRONMENTAL SCIENTIST	$73 – $170
PLANNER | SR. PLANNER	$85 – $177
GIS SPECIALIST | SR. GIS SPECIALIST	$82 – $177
CONSTRUCTION OBSERVER	$110 – $143
SURVEY	
Survey Office Technician	$128 – $159
Drone Pilot	$186
One-Person Crew	$186
Two-Person Crew	$250
OFFICE TECHNICIAN	$64 – $140

Costs associated with word processing, cell phones and reproduction of common correspondence are included in the above hourly rates. Vehicle mileage is included in our billing rates [excluding geotechnical and construction materials testing (CMT) service rates]. Mileage can be charged separately, if specifically outlined by contract. | Reimbursable expenses include costs associated with plan, specification, and report reproduction; permit fees; delivery costs; etc. | Multiple rates illustrate the varying levels of experience within each category. | Rate Schedule is adjusted annually.

City of Blaine
Staff Report

File Number: RES 24-30

Agenda Date	Status
February 5, 2024	
In Control	**File Type**
City Council	Resolution

Administration - Nick Fleischhacker, Public Works Director

Agenda Item # 11.3

Resolution Accepting a Bid from Corval Constructors, Inc. in the Amount of $675,500.00 for the Water Treatment Plant 1 Filter & Piping Upgrades, Improvement Project No. 23-21.

Executive Summary

Council is requested to approve a contract with Corval Constructors, Inc for the construction of the Water Treatment Plant No. 1 Filter & Piping Upgrades, Improvement Project No. 23-21 in the amount of $675,500.00.

Background

The City Council approved an engineering design contract with Barr Engineering for the Water Treatment Plant 1 (WTP1) System Improvements on 10/02/2023 with Motion 23-434.

The project consisted of designing a full set of plans and specifications for a project to install new underdrain piping systems in both filters at WTP 1 along with a list of other upgrades (valves, meters, high service pumps, piping, etc.) that will work in conjunction with the new filter underdrains and media that was selected during a previously completed pilot study to enhance operation of the plant.

The 2024 CIP, approved by the City Council, identified a project to complete renovations to the WTP 1 pressure filter vessels and other associated process improvement construction.

Barr Engineering prepared plans, specifications and bidding documents for the project and the project was advertised for bids. Bids were received electronically at 1:00 PM, January 25, 2024, for Project No. 23-21. A total of 2 bids were received, ranging from $675,500 to $860,800. The 2 lowest bidders and Engineer's estimate are as follows:

Engineer's Estimate	$807,000.00
Corval Constructors, Inc.	$675,500.00

Gridor Construction, Inc.	$860,800.00

Bids have been checked and tabulated, and it has been determined that Corval Constructors, Inc. of St. Paul, Minnesota is the lowest bidder. The Engineering Department recommends that the low bid be accepted, and a contract entered into with Corval Constructors, Inc. City Council is also asked to approve a 10% contingency to bring the total project budget to $743,050. The funding sources for this project are the Public Utility Funds and there are sufficient funds budgeted to cover these costs.

Strategic Plan Relationship

This action relates directly to the City of Blaine Strategic Plan Item No. 3 - Infrastructure Management and Desired Outcomes - Well-Maintained Infrastructure. This work will improve the conditions of Water Treatment Plant 1 to meet the system demands, provide high quality drinking water and maintain the quality of the City's infrastructure.

Board/Commission Review

Not applicable.

Financial Impact

The approved project budget for the Water Treatment Plant 1 process equipment improvements of $1,250,000 is sufficient to cover the low cost bid proposal as well as existing project appropriations of $19,250.

Public Outreach/Input

Not applicable.

Staff Recommendation

By motion, adopt the resolution.

Attachment List

None

City of Blaine

Signature Copy

Resolution: RES 24-30

Resolution Accepting a Bid from Corval Constructors, Inc. in the Amount of $675,500.00 for the Water Treatment Plant 1 Filter & Piping Upgrades, Improvement Project No. 23-21.

WHEREAS, pursuant to advertisement for bids for Improvement Project No. 23-21, said bids were received on January 25, 2024, electronically opened, and tabulated according to law, and the following 2 bids were received complying with the advertisement:

Corval Constructors, Inc.	$675,500.00
Gridor Construction, Inc.	$860,800.00

AND WHEREAS, Corval Constructors, Inc. of St. Paul, 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 Corval Constructors, Inc. for the designated improvements in the amount of $675,500.00.

2. A 10% contingency is hereby approved to bring the total project budget to $743,050.00 and the City Manager or their designee is hereby authorized to sign all change orders up to the authorized project budget amount.

3. The City Clerk is hereby authorized and directed to return forthwith to all bidders the bid bonds submitted with their bids, except the two lowest bidders. When a contract is duly executed, the bid bond of the remaining unsuccessful bidder will be returned. The bid bond of the successful bidder will be retained until the performance and payment bonds have been executed and approved,after which the bid bond will be returned.

PASSED by the City Council of the City of Blaine this 5h day of February 2024

City of Blaine
Staff Report

File Number: ORD 24-2540

Agenda Date	Status
February 5, 2024	
In Control	**File Type**
City Council	Ordinance

Administration - Cathy Sorensen, City Clerk

Agenda Item # 11.4

Amend City Charter Chapter 5. Initiative and Referendum and Recall

Executive Summary

Hold second reading and adopt the proposed ordinance that would provide a recall process for mayor or councilmembers.

Background

In 2022 the council directed the charter commission to consider a charter amendment that would provide for a recall process for an elected mayor or councilmember. It should be noted that Minnesota's constitution and statute provide for recall of elected state officials but not city officials therefore any recall process would require a charter amendment. The topic was discussed at the 2022 and 2023 commission meetings where commissioners discussed reasons where a recall would be allowed, size of the recall committee, and an appropriate threshold required of registered voters on a petition that would trigger a recall election. They reviewed several cities' examples and the proposed ordinance being presented is based on the City of Richfield's charter with input from city council regarding restricting reasons for recall to serious cases of malfeasance during the term of office in the performance of the duties of the office.

First reading and public hearing were held on January 17 with no comments received.

Strategic Plan Relationship

This item relates to the collaboration and engagement strategic priority through council governance.

Board/Commission Review

The charter commission researched and reviewed this topic at length and is presenting the amendment for council consideration.

Financial Impact

There is no financial impact to the ordinance itself but would be in the event a recall election is ever held.

Public Outreach/Input

This item was published in the *Blaine-Spring Lake Park-Fridley Life* and posted on the City's website.

Staff Recommendation

Council is asked to hold secondreading and adopt the proposed ordinance as presented. A unanimous vote of the council is required to adopt a charter amendment. If the council vote on the proposed charter amendment is not unanimous and therefore not adopted, a citizen petition or charter commission could submit the proposed amendment or substitute amendment to the general election ballot.

Attachment List

None

City of Blaine

Signature Copy

Ordinance: ORD 24-2540

Amend City Charter Chapter 5. Initiative and Referendum and Recall

CHAPTER 5. INITIATIVE AND REFERENDUM AND RECALL

Sec. 5.13. Reserved.

Section 5.14. The Recall.

No less than twenty-five (25) registered voters eligible to vote on candidates for that office may form themselves into a committee for the purpose of bringing about the recall of any member of council, which is comprised of a mayor and six (6) councilmembers, as outlined in Sec. 2.03. - Elective Offices, or as amended from time to time. If the committee seeks the recall of a ward councilmember, the registered voters constituting the committee must be from that councilmember's ward. The committee must certify to the city clerk the name of the councilmember whose removal is sought, a statement of the grounds for removal in not more than two hundred and fifty (250) words, and the committee's intention to bring about their recall. A copy of this certificate must be attached to each signature paper and no signature paper may be put into circulation previous to such certification.

The Minnesota Constitution and state court decisions restrict the recall of elected city officials to cases of serious malfeasance during the term of office in the performance of the duties of the office. The grounds for recall, as set forth in the recall petition, must be predicated on one (1) or more charges of serious malfeasance during the term of office in the performance of the duties of the office. For this purpose the word "malfeasance" means the performance of an act by a councilmember in their official capacity that is wholly illegal and wrongful.

Section 5.15. Recall Petitions.

The petition for the recall of any councilmember must consist of a certificate identical to that filed with the city clerk together with all the signature papers and affidavits thereto attached. All the signatures need not be on one (1) signature paper, but the circulator of every signature paper must make an affidavit that each signature appended to the paper is the genuine signature of the person whose name it purports to be. Every circulator of a signature paper must be a registered voter eligible to vote on candidates for that office. Each signature paper must be in substantially the following form:

RECALL PETITION

Proposing the recall of _____ from the office as _____ which recall is sought for the reasons set forth in the attached certificate.

Committee

This movement is sponsored by the following committee of registered voters eligible to vote on candidates for that office.

	Legal Signature	Name (print legibly)	Address (print legibly)
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
[listing all members of the committee]			

Instructions to Petition Signers

You are being asked to sign a petition. You must be a resident of, and a registered voter in, the City of Blaine and corresponding ward if the subject of the recall petition is not at-large. Every person signing this petition must do so in the presence of the person circulating the petition. It is a criminal offense to sign a name other than your own to the petition or to accept compensation for signing your name to the petition. Pursuant to Section 5.16 of Blaine City Charter, twenty (20) percent of the total number of registered voters eligible to vote on candidates for that office at the last preceding regular municipal election is required to be deemed a sufficient petition, which is signatures.

The undersigned registered voters, all being eligible to vote on candidates for that office, understanding the nature of the charges against the councilmember herein sought to be recalled, desire the holding of a recall election for that purpose.

	Date	Legal Signature	Name (print legibly)	Address (print legibly)
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

The affidavit of the circulator must be attached at the end of the list of signatures.

Section 5.16. Filing of Petition.

Within thirty (30) days after the filing of the original certificate, the committee must file the completed petition in the office of the city clerk. The city clerk must examine the petition within the next ten (10) working days and if the city clerk and/or city attorney finds it irregular in any way, or finds that the number of signers is less than twenty (20) percent of the total number of registered voters eligible to vote on candidates for that office at the last preceding regular municipal election, the city clerk must so notify one (1) or more members of the committee. The committee shall then be given ten (10) days in which to file additional signature papers and to correct the petition in all other respects, but the committee may not change the statement of the grounds upon which the recall is sought. If at the end of that time the city clerk and/or city attorney finds the petition still insufficient or irregular, the city clerk must notify all the members

of the committee to that effect and file the petition in the city clerk's office. No further action shall be taken thereon.

Section 5.17. Recall Election.

If the petition or amended petition is found sufficient, the city clerk must transmit it to the council without delay, and must also officially notify the person sought to be recalled of the sufficiency of the petition and of the pending action. If the councilmember sought to be recalled does not resign within ten (10) days after having been given such notice, the council shall, at its next meeting occurring more than ten (10) days after the receipt by the council of the recall petition, by resolution, provide for the holding of a special recall election as allowed by statute and election law, as amended from time to time. If the special recall election involves one (1) or more ward councilmembers, the recall election must be conducted only within the wards of the affected councilmembers. If it involves a councilmember who is elected at-large, the election must be a citywide election.

Section 5.18. Procedure at Recall Election.

The city clerk must include with the published notice of the election the statement of the grounds for recall and also, in not more than five hundred (500) words, the response of the councilmember concerned in justification of their course in office. The election must be conducted in accordance with statute and election law, as amended from time to time.

Section 5.19. Form of Recall Ballot.

The form of the ballot at such election shall be: "Shall _____ be recalled and thereby removed from office?" The name of the councilmember whose recall is sought and their office shall be inserted in the blank. The voters shall be permitted to vote separately "yes" or "no" upon this question. If a majority of those voting on the question of recall vote in favor of recall, the official shall be thereby removed from office, effective as allowed by statute and election law, as amended from time to time.

Section 5.20. Procedure to Fill Vacancy.

In the event that a councilmember is recalled by the voters or resigns after a petition has been filed for their recall, the vacancy must be filled pursuant to Sec. 20.5 – Vacancies in the council.

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Section 5.21. Term.

The term of the candidate selected by the voters at the special election to fill the unexpired term shall start as soon as the certified results have been canvassed by the council and filed with the city clerk and the person has been duly qualified for office.

Section 5.22. Offenses; penalty.

It is unlawful for a person to:

a. Sign a name other than that person's own name to an initiative, referendum, or recall petition;

b. Circulate an initiative, referendum, or recall petition without required attachments;

c. Circulate an initiative, referendum, or recall petition when unqualified to do so;

d. Sign an initiative, referendum, or recall petition when that person knows they are not qualified to do so;

e. Make a false affidavit in connection with an initiative, referendum, or recall petition;

f. Pay or offer to pay a person, or receive payment or agree to receive payment, for signing an initiative, referendum, or recall petition;

g. Pay or offer to pay a person, or receive payment or agree to receive payment, on a basis related to the number of signatures obtained for circulating an initiative, referendum, or recall petition. This subsection does not prohibit the payment of salary and expenses for circulation of the petition on a basis not related to the number of signatures obtained, as long as the circulators fully disclose all contributions received to the city clerk upon submission of the petitions.

A violation of this section is a misdemeanor punishable in accordance with state law.

Sec. 2.05. Vacancies in the council.

A vacancy in the council shall exist in case of:

(1) The failure of any person elected thereto to qualify on or before the date of the second regular meeting of the new council; or

(2) The death, resignation, removal from office, removal from the city, continuous absence of any councilmember from the city for more than three (3) months; or

(3) The failure of any councilmember without good cause to perform any of the duties of membership in the council for a period of two (2) months; or

(4) The conviction of any such person of a crime for which a sentence of imprisonment for more than one year may be imposed, whether before or after such person's qualification.

If a vacancy on the council is for a period of more than twelve (12) months, the council shall by resolution declare the vacancy to exist and shall by resolution call for a special election as provided in this section.

If a vacancy on the council is for a period of less than twelve (12) months, the council shall by resolution declare that the vacancy exists. Within the next forty-five (45) days, the council shall by resolution appoint an eligible person to the existing vacancy. The appointee shall serve until January 1 following the next regular municipal election, or until their successor is elected and qualified. ~~At the next regular municipal election, the office will be filled for the unexpired term.~~

The council may by resolution waive its right to appoint to fill a vacancy and may call a special election to be held as soon as legally permissible. If a vacancy on the council is not filled by appointment within the forty-five (45) days following the declaration of the vacancy, the council shall call a special election as provided in this section.

Notwithstanding anything to the contrary herein, any vacancy resulting from a recall election or from a resignation following the filing of a recall petition shall be filled in the manner provided above.

INTRODUCED and read in full this 17th day of January, 2024.

PASSED by the City Council of the City of Blaine this _____ day of February, 2024.

City of Blaine
Staff Report

File Number: ORD 24-2539

Agenda Date	Status
February 5, 2024	
In Control	**File Type**
City Council	Ordinance

Administration - Cathy Sorensen, City Clerk

Agenda Item # 11.5

Amend City Charter Sec. 2.07 Salaries

Executive Summary

Council is asked to hold second reading and adopt the proposed ordinance to implement a process for review of council salaries.

Background

The council requested the charter commission annually review council salary data and make recommendations for possible increases. After reviewing salary data and the council's current salary which was last increased in 2015, the charter commission recommended a charter amendment that would provide regular review of salary data and recommendations based on annual cost of living increases provided to city staff.

The proposed amendment only amends the process in which to review council salaries. Actual adjustments of the salaries are determined via an ordinance that requires approval by a majority of the city council. The proposed amendment also removes reference to reimbursement for reasonable expenses as the commission felt this was out of scope of salary language and is already addressed in council policy.

First reading and public hearing were held on January 17 with no comments received.

Strategic Plan Relationship

This item relates to the collaboration and engagement strategic priority through council governance.

Board/Commission Review

The charter commission reviewed this topic in depth and is recommending the amendment be adopted.

Financial Impact

Adoption of the charter amendment will impact the budget only if the corresponding salary ordinance is adopted, which follows this item:

- Mayor - $18,315.03/yr - currently $14,313.60/yr
- Councilmembers - $13,461.54/yr - currently $10,500/yr

Public Outreach/Input

This item was published in the *Blaine-Spring Lake Park-Fridley Life* and posted on the City's website.

Staff Recommendation

Council is asked to hold second reading and adopt the proposed ordinance amending council salary. A unanimous vote of the council is required to adopt any charter amendment and would be effective 90 days after passage and publication. Any salary amount changes are accomplished through a separate ordinance, adopted by a majority vote, and wouldn't be effective until 2025. If the council vote on the proposed charter amendment is not unanimous and therefore not adopted, a citizen petition or charter commission could submit the proposed amendment or substitute amendment to the general election ballot.

Attachment List

1. Council Pay Study 2023

City of Blaine

Signature Copy

Ordinance: ORD 24-2539

Amend City Charter Sec. 2.07 Salaries

Sec. 2.07. Salaries.

The monthly salary of each of the councilmembers and the mayor shall be established by ordinance. Review of salaries shall be conducted by the charter commission in June of every odd numbered year and recommendations for adjustments, if any, be based on the annual cost of living adjustments consistent with adjustments provided to city staff. ~~The mayor and councilmembers, in addition to the above salaries, shall be paid a reasonable sum for each day and their reasonable expenses incurred while traveling outside the city on the city's business.~~

INTRODUCED and read in full this 17th day of January, 2024.

PASSED by the City Council of the City of Blaine this _____ day of February, 2024.

Information Collected July 2023.

City	General Fund Budget	Population Based on 2022 Met Council estimates	# of FT Employees	Mayor Annual Salary	Councilmember Annual Salary
Blaine	$41,583,610	71,891	233	$ 14,314	$ 10,500
Bloomington	$94,161,711	91,330	618	$ 26,400	$ 12,396
Brooklyn Park	$64,991,186	84,993		$ 21,355	$ 12,212
Burnsville	$37,500,000	64,522	307	$ 15,600	$ 12,000
Coon Rapids	$94,617,507	63,415		$ 14,000	$ 10,500
Eagan	$48,321,800	68,889	295	$ 13,624	$ 10,004
Eden Prairie	$57,395,407	54,442	250	$ 17,245	$ 13,351
Edina	$43,831,665	54,048	335	$ 15,965	$ 12,700
Hopkins	$18,766,224	18,608	105	$ 15,000	$ 12,500
Lakeville	$26,804,100	73,828	227	$ 15,000	$ 10,000
Maple Grove	$45,642,500	71,230		$ 15,500	$ 13,500
Minnetonka*	$46,944,000	54,474	271	$ 15,000	$ 11,000
* increasing in 2024	--	--		$ 23,500	$ 18,000
Plymouth	$37,922,777	80,762	315	$ 17,413	$ 12,615
St. Louis Park	$63,152,372	49,786		$ 16,176	$ 13,533
Woodbury	$47,572,600	77,224	276	$ 16,680	$ 12,006

Mechanism for Salary Increase:

Anoka (see attached) – the council receives salary increases based on cost of living adjustments provided to staff

Hopkins (see attached ordinance) – the council receives the cumulative adjustment of non-union employees for the prior two years in increase percentage

Woodbury (see attached policy) – the council receives odd-year biennial increases equal to the current and previous year cost-of-living adjustments approved for city staff in the

Edina –councilmember salaries increase every two years based on the CPI increase provided by Minnesota Management and Budget

Plymouth – The adjustment shall be in a percentage equal to the change in the United States Department of Labor Consumer Price Index (November report) for all urban consum

Eden Prairie - Numbers include community center staff and budget

year that adjustment is made

ners U.S. city average over the 24 months preceding the municipal regular election

City of Blaine
Staff Report

File Number: ORD 24-2541

Agenda Date	Status
February 5, 2024	
In Control	**File Type**
City Council	Ordinance

Administration - Cathy Sorensen, City Clerk

Agenda Item # 11.6

Amend Sec. 2-31. - Salaries of Mayor and Councilmembers

Executive Summary

Council is asked to hold first reading of a proposed ordinance amending council salary.

Background

The council requested the charter commission annually review council salary data and make recommendations for possible increases. After reviewing salary data and the council's current salary which was last increased in 2015, the charter commission is recommending the following salary increases for both mayor and councilmembers based on cost of living increases over the past 10 years provided city staff and comparisons to other cities of similar size:

Mayor
- $18,315.03/yr - currently $14,313.60/yr
- $1,526.25/mo - currently $1,192.80/mo

Councilmembers
- $13,461.54/yr - currently $10,500/yr
- $1,121.80/mo - currently $875.00

Strategic Plan Relationship

This item relates to the collaboration and engagement strategic priority through council governance.

Board/Commission Review

The charter commission reviewed this topic in depth and is recommending the amendment be adopted.

Financial Impact

Adoption of the ordinance will increase the salary budget beginning in 2025 by $21,769.24 annually.

Public Outreach/Input

This item was published in the *Blaine-Spring Lake Park-Fridley Life* as part of the proposed salary charter amendment and will be posted on the City's website upon first reading.

Staff Recommendation

Council is asked to hold first reading of the proposed ordinance amending council salary. Second reading will be held at the February 21 meeting and adoption will require a majority vote.

Attachment List

1. Council Pay Study 2023

City of Blaine

Signature Copy

Ordinance: ORD 24-2541

Amend Sec. 2-31. - Salaries of Mayor and Councilmembers

Sec. 2-31. Salaries of mayor and councilmembers.
Pursuant to the City Charter, section 2.07, and Minn. Stat. § 415.11, as amended, the salary of the mayor shall be increased to ~~$1,192.80~~ $1,526.25 per month; and the salary of the councilmembers shall be increased to ~~$875.00~~ $1,121.80 per month, effective January 1, 2025.

(Code 1963, § 111.01; Code 1980, § 2-3; Ord. No. 342, 12-20-1973; Ord. No. 743, 10-29-1981; Ord. No. 83-811, 12-1-1983; Ord. No. 84-848, 12-20-1984; Ord. No. 85-911, 12-5-1985; Ord. No. 86-993, 11-20-1986; Ord. No. 87-1057, 12-17-1987; Ord. No. 89-1138, 4-20-1989; Ord. No. 90-1183, 1-18-1990; Ord. No. 91-1244, 1-17-1991; Ord. No. 92-1275, 2-6-1992; Ord. No. 92-1315, 1-7-1993; Ord. No. 93-1495, 1-6-1994; Ord. No. 94-1544, 1-5-1995; Ord. No. 95-1585, 12-21-1995; Ord. No. 96-1624, 1-2-1997; Ord. No. 97-1692, 1-8-1998; Ord. No. 98-1765, 1-7-1999; Ord. No. 99-1825, 12-16-1999; Ord. No. 01-1934, 1-3-2002; Ord. No. 04-2028, 10-21-2004; Ord. No. 06-2073, 2-2-2006; Ord. No. 14-2288, 9-18-2014)

INTRODUCED and read in full this 5th day of February, 2024.

PASSED by the City Council of the City of Blaine this _____ day of February, 2024.

Information Collected July 2023.

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