



City of Blaine

City Council

March 18, 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

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. 2024-72 Schedule of Bills Paid
Sponsors: Jason Zimmerman, Finance Director

8.2. 2024-81 Approval of Minutes
Sponsors:

8.3. 2024-73 Motion to Approve Updated Engagement Letter with Baker Tilly for
Municipal Advisor Services
Sponsors: Jason Zimmerman, Finance Director

- 8.4.** RES 24-56 Resolution to Approve Purchases from the SBM Fire Capital Fund and Associated Budget Amendments
Sponsors: Jason Zimmerman, Finance Director
- 8.5.** RES 24-57 Resolution Designating Additional Financial Security Dealers for City Funds in 2024
Sponsors: Jason Zimmerman, Finance Director
- 8.6.** RES 24-193 Resolution Releasing Lot 1, Block 1, Minnesota School of Business-Blaine from Recorded Development Agreements. (Case File No. 24-0015/SLK)
Sponsors: Sheila Sellman, City Planner
- 8.7.** RES 24-54 Resolution Granting Final Plat Approval to Subdivide Approximately 1.16 Acres into Three Lots to be Known as Alexander Woods Fourth Addition at 1000 113th Avenue NE. (Case File No. 23-0090/EES)
Sponsors: Sheila Sellman, City Planner
- 8.8.** RES 24-29 Concur with the City of Spring Lake Park in Accepting a Bid from North Valley, Inc. in the amount of \$1,048,489.18 for the Sanburnol Drive/85th Avenue Improvements, Improvement Project No. 23-14.
Sponsors: Daniel Schluender, Director of Engineering
- 8.9.** 2024-74 Motion to Approve Contract Amendment with TKDA for Professional Engineering Services toward the TH 65 Access Improvements, Improvement Project No. 21-01
Sponsors: Daniel Schluender, Director of Engineering
- 8.10.** 2024-75 Authorize Temporary Removal of Parking Restrictions on 91st Avenue, between Eldorado Street and Isanti Street to accommodate Ferguson Waterworks Training Academy
Sponsors: Daniel Schluender, Director of Engineering
- 8.11.** 2024-76 Motion to Approve Amendment #1 to the Local Road Improvement Program Agreement
Sponsors: Daniel Schluender, Director of Engineering
- 8.12.** 2024-77 Authorize a Professional Services Contract with Henning Professional Services, Inc. to Provide Right-of-Way Acquisition Services for the 2024 Southwest Area Street Reconstruction Project.
Sponsors: Daniel Schluender, Director of Engineering

- 8.13.** RES 24-58 Resolution to Approve Joint Powers Agreement No. C0010610 with Anoka County and Coon Rapids for Signal Reconstruction and ADA Improvements at University Avenue (CSAH 3) and 86th Lane
Sponsors: Daniel Schluender, Director of Engineering
- 8.14.** RES 24-59 Resolution Approving a Premise Permit for Lawful Gambling Activity for Blaine Youth Football at Pizza Pub
Sponsors: Cathy Sorensen, City Clerk
- 8.15.** 2024-78 Approve Temporary Nursery Sales License for Frattalones Hardware and Garden
Sponsors: Cathy Sorensen, City Clerk
- 8.16.** RES 24-60 Resolution Approving a Premise Permits for Lawful Gambling Activity for Spring Lake Park Lions Club at On The Green
Sponsors: Cathy Sorensen, City Clerk

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

10. Development Business

11. Administration

- 11.1.** RES 24-49 Resolution Accepting a Bid from Valley Paving, Inc. in the Amount of \$1,338,453.04 for the Ulysses Street and 117th Avenue Roundabout Project, Improvement Project No. 23-09
Sponsors: Daniel Schluender, Director of Engineering
- 11.2.** 2024-79 Motion to Authorize the Mayor and City Manager to Enter into a Contract with Bolton & Menk for Construction Services for Ulysses Street and 117th Avenue Roundabout, Improvement Project No. 23-09
Sponsors: Daniel Schluender, Director of Engineering
- 11.3.** RES 24-61 Resolution to Support MACTA Efforts to Modernize Public, Education, and Government (PEG) Programming/Public Access Funding
Sponsors: Michelle Wolfe, City Manager
- 11.4.** 2024-80 Approve an Agreement with Jacobson, Magnuson, Anderson & Holloran for Government Relations for April 2024-April 2025.
Sponsors: Michelle Wolfe, City Manager

12. Other Business

13. Adjournment

CITY OF BLAINE**SCHEDULE OF BILLS PAID****APPROVED ON 3/18/2024 FOR PAYMENTS THE WEEK OF 2/23/2024**

Vendor Name	Description	Amount
ACCESS	Data Storage	\$ 130.89
AHMED ADAM	License Refund	\$ 250.00
ALLEGRA PRINT & IMAGING	Parking Ordinance Notice	\$ 230.11
ALLEGRA PRINT & IMAGING	Business cards - PD	\$ 181.14
ALLEGRA PRINT & IMAGING	Business cards - PD	\$ 124.36
ALLEGRA PRINT & IMAGING	Parking Passes/Boat waivers LCP	\$ 2,437.70
ALLEGRA PRINT & IMAGING	MAYC & City Hall Rental Brochures	\$ 711.45
ALLEGRA PRINT & IMAGING	Gold Name Badges for Council	\$ 68.94
ALLEGRA PRINT & IMAGING	Business cards - PD	\$ 241.52
ALLEGRA PRINT & IMAGING	Display Boards - EDA Summit	\$ 599.12
ALLEGRA PRINT & IMAGING	BPD Annual Report	\$ 1,120.94
ALLEGRA PRINT & IMAGING	Business cards - PD	\$ 124.36
ALLEGRA PRINT & IMAGING	Window Envelopes	\$ 342.50
ALLEGRA PRINT & IMAGING	Banner for Sizzling Summer	\$ 146.34
ALLEGRA PRINT & IMAGING	Business cards	\$ 237.40
ALLEN CONOR	Hazmat CDL Finger printing fee	\$ 86.50
ALLINA HEALTH SYSTEM	Quarterly training payment	\$ 1,000.00
AMAZON CAPITAL SERVICES	Certificate holders/Citizen Awards	\$ 133.25
AMAZON CAPITAL SERVICES	Amazon Business Prime	\$ 1,299.00
AMAZON CAPITAL SERVICES	iPhone cases for Councilmembers	\$ 53.18
AMAZON CAPITAL SERVICES	Ethernet Patch Cables	\$ 160.58
AMAZON CAPITAL SERVICES	Cabinets for Playnet, Ink for P/R	\$ 75.18
AMAZON CAPITAL SERVICES	Fridge/freezer for PD	\$ 3,098.00
AMAZON CAPITAL SERVICES	Surge Protectors Elections	\$ 24.46
AMAZON CAPITAL SERVICES	Office supplies	\$ 112.97
AMBROSE COMMERCIAL ROOF	Permit Refund B23-04144	\$ 627.00
ASPEN MILLS INC	Uniforms and clothing	\$ 287.45
ASPEN MILLS INC	Uniforms and clothing	\$ 77.50
ASPEN MILLS INC	Uniforms and clothing	\$ 56.99
ASPEN MILLS INC	Uniforms and clothing	\$ 113.49
ASPEN MILLS INC	Uniforms and clothing	\$ 189.95
ASPEN MILLS INC	Uniforms and clothing	\$ 129.98
ASPEN MILLS INC	Uniforms and clothing	\$ 54.95
ASPEN MILLS INC	Uniforms and clothing	\$ 649.50
ASPEN MILLS INC	Uniforms and clothing	\$ 385.15
ASPEN MILLS INC	Uniforms and clothing	\$ 35.99
ASPEN MILLS INC	Gaulke 2 Uniform pants	\$ 159.98
ASPEN MILLS INC	Uniforms and clothing	\$ 836.00
ASPEN MILLS INC	Uniforms and clothing	\$ 151.00
ASPEN MILLS INC	Uniforms and clothing	\$ 73.50

ASPEN MILLS INC	Uniforms and clothing	\$ 53.99
ASPEN MILLS INC	Uniforms and clothing	\$ 295.30
ASPEN MILLS INC	Uniforms and clothing	\$ 75.50
ASPEN MILLS INC	Uniforms and clothing	\$ 244.84
ASPEN MILLS INC	Uniforms and clothing	\$ 79.95
ASPEN MILLS INC	Uniforms and clothing	\$ 82.99
ASPEN MILLS INC	Uniforms and clothing	\$ 173.98
ASPEN MILLS INC	Uniforms and clothing	\$ 151.00
ASPEN MILLS INC	Uniforms and clothing	\$ 105.96
ASPEN MILLS INC	Uniforms and clothing	\$ 246.35
ASPEN MILLS INC	Uniforms and clothing	\$ 126.86
AUTO AIR AND ACCESSORIES INC	Topper for New CSO Truck 5335	\$ 3,206.00
AUTO AIR AND ACCESSORIES INC	Fan for Mower 2348	\$ 119.00
AXON ENTERPRISES INC	Body camera docking stations	\$ 29.95
BARNUM COMPANIES INC	PW - Quarterly doors/gates service	\$ 1,639.20
BLUUM OF MINNESOTA LLC	Conference Room A/V Install Work	\$ 930.65
BOLTON & MENK INC	Sprint Decom - Tower #1	\$ 193.00
BOLTON & MENK INC	Sprint Decom - Tower #2	\$ 193.00
BOLTON & MENK INC	T-Mobile Decom - Tower 2	\$ 193.00
BOLTON & MENK INC	Agreement for Ulysses & 117th Ave	\$ 10,049.50
BOLTON & MENK INC	Ulysses & 117th Avenue	\$ 2,525.93
BRAD'S CATCH BASIN REPAIR LLC	Water Main pavement repair	\$ 14,526.00
CARQUEST AUTO PARTS STORES	Wiper blades for PW Stock	\$ 215.60
CARQUEST AUTO PARTS STORES	Stock Filters for PW	\$ 150.81
CARQUEST AUTO PARTS STORES	Cabin air filters: PW stock	\$ 38.48
CARQUEST AUTO PARTS STORES	Oil/Air Filters for PW Stock	\$ 53.44
CARQUEST AUTO PARTS STORES	Misc Filters for PW Stock	\$ 313.24
CARQUEST AUTO PARTS STORES	Hydraulic Filters - PW stock	\$ 398.94
CARQUEST AUTO PARTS STORES	Mud Flaps for PW	\$ 159.05
CARQUEST AUTO PARTS STORES	Filters for PW Stock	\$ 359.70
CENTENNIAL SCHOOL DIST 12	Winter Dance Party-MAYC	\$ 3,026.00
CENTERPOINT ENERGY	750 Cloverleaf Parkway	\$ 91.20
CENTURYLINK	Telephone Service	\$ 74.43
CINTAS CORPORATION	MAYC - Mats/Rugs	\$ 36.69
CINTAS CORPORATION	CH - Mats/Rugs	\$ 205.47
CINTAS CORPORATION	Uniform/Rug Rentals - PW	\$ 205.67
CINTAS CORPORATION	MAYC - Mats/Rugs	\$ 36.69
COMCAST	Public Works Internet Service	\$ 201.47
CONNEXUS ENERGY-UTILITY PAYMENTS	10601 Nassau St - Electric	\$ 14.50
CONNEXUS ENERGY-UTILITY PAYMENTS	10601 Nassau St - Electric	\$ 35.00
CONNEXUS ENERGY-UTILITY PAYMENTS	10603 Nassau St NE - Electric	\$ 35.00
CONNEXUS ENERGY-UTILITY PAYMENTS	10605 Nassau St NE - Electric	\$ 35.00
CONNEXUS ENERGY-UTILITY PAYMENTS	99902 Baltimore St NE	\$ 93.09
CONNEXUS ENERGY-UTILITY PAYMENTS	9902 Baltimore St NE	\$ 87.97
CONNEXUS ENERGY-UTILITY PAYMENTS	9902 Baltimore St NE	\$ 77.62
COREMARK METALS	Steel for hot box 1235-4	\$ 23.59
CRYSTEEL TRUCK EQUIPMENT	Spill Shield for 1305	\$ 1,430.00

DELEGARD TOOL COMPANY	Air Conditioning Machine Kit #1327	\$ 999.03
ECKBERG LAMMERS PC	Prosecution Fees	\$ 22,706.58
ECKBERG LAMMERS PC	Legal Services & Retainer Fees	\$ 2,095.25
ECKBERG LAMMERS PC	Legal Services & Retainer Fees	\$ 3,250.00
ECKBERG LAMMERS PC	Legal Services & Retainer Fees	\$ 17,378.25
ECM PUBLISHERS INC	Publish Ad for Bids	\$ 376.24
ECM PUBLISHERS INC	2024 Public Hearing Notices	\$ 155.87
EMERGENCY AUTOMOTIVE TECH	Replacement lens; 1248	\$ 204.40
ESCAPE FIRE	Well 10 Repair	\$ 375.00
FACTORY MOTOR PARTS COMPANY	Wiper Blades for PW stock	\$ 162.60
FERGUSON ENTERPRISES LLC #3325	Locator battery	\$ 22.55
FRIENDLY CHEVROLET INC	Radiator for 5247	\$ 430.19
HAMMER SPORTS LLC	Refs for Adult Basketball League	\$ 344.00
HOLIDAY COMPANIES	Car Washes - PD	\$ 790.00
HOLIDAY COMPANIES	Car Washes - Comm. Stds.	\$ 25.00
HOSE PROS LLC	Hoses for Storm Drainage	\$ 100.42
HOSE PROS LLC	Hoses for Storm Drainage	\$ 1,469.64
HUSS JOSEPH	Independent Contractor Services	\$ 218.75
IMPACT PROVEN SOLUTIONS	Utility Billing Invoice Printing	\$ 4,917.80
INDELCO PLASTICS CORPORATION	Exterior gas tank	\$ 1,109.29
INSIGHT PUBLIC SECTOR INC	Email Licenses-Board/Commission	\$ 3,720.40
INTEGRITY EMPLOYEE BENEFITS LLC	Benefits Connect Shared Service	\$ 9,504.00
INTUITIVE MUNICIPAL SOLUTIONS LLC	iMS Software Hosting/Maintenance	\$ 56,264.00
JACOBSON MAGNUSON ANDERSON	Federal Lobbyist Fees-Jan	\$ 4,500.00
JOB GLORIA D	Cooking Class instruction-MAYC	\$ 160.00
KATH FUEL OIL SERVICE COMPANY	Bulk oil for shop	\$ 3,841.00
LAWSON PRODUCTS INC	Mechanic shop supplies	\$ 962.32
LEVANEN UNDERGROUND LLC	National St Water Service Project	\$ 56,930.59
LOCKRIDGE GRINDAL NAUEN PLLP	State Lobbyist Services	\$ 3,166.66
MACQUEEN EQUIPMENT INC	Kit for Larue Snowblower #1321	\$ 185.89
MACQUEEN EQUIPMENT INC	Kit for Larue Snowblower #1321	\$ 705.19
MANAGED SERVICES INC	CH tp, towels etc	\$ 830.43
MC TOOL & SAFETY SALES	PW Safety Glasses/Gloves	\$ 438.48
MENARDS - BLAINE	Patrol supplies	\$ 39.89
MENARDS - BLAINE	Well 7 parts	\$ 104.71
MENARDS - BLAINE	PVC Union Adapter; Water	\$ 21.47
MENARDS - BLAINE	Recovery Strap & Shackle; Storm	\$ 124.93
MENARDS - BLAINE	Small tools for Welding Bay	\$ 48.96
MENARDS - BLAINE	CH paint, cleaner, salt pellets, lights	\$ 209.66
MENARDS - BLAINE	Weeding hoe for Storm	\$ 29.98
MENARDS - BLAINE	WTP 4 parts	\$ 42.42
MENARDS - BLAINE	Supplies for Sewer Department	\$ 415.80
MENARDS - BLAINE	Parts for 1235-4	\$ 16.44
MENARDS - BLAINE	MAYC batteries	\$ 74.89
MENARDS - BLAINE	Heat spray/Hinges for 1235-4	\$ 47.92
METRO SALES INCORPORATED	Credit	\$ (2,784.65)
METRO SALES INCORPORATED	Copier Maintenance and Support	\$ 3,775.88

METRO-INET	Internet Support Services	\$ 2,942.00
MIDWAY FORD COMPANY	TPMS Sensor; 3401	\$ 50.59
MINNESOTA DEPARTMENT OF HEALTH	Exam Application Fee- Allen	\$ 32.00
MINNESOTA EQUIPMENT - HAM LAKE	Parts for Stihl Saws; Water	\$ 200.25
MINUTE MAKER SECRETARIAL	Council Minutes	\$ 263.63
MINUTE MAKER SECRETARIAL	Park Board Minutes	\$ 167.00
MORREIM BRADLEY	Reimbursement for Safety Glasses	\$ 215.84
NUSS TRUCK & EQUIPMENT	DPF Repair Kit; 1269	\$ 2,681.59
NUSS TRUCK & EQUIPMENT	Exhaust Stack bracket/Valve; 1287	\$ 41.64
NUSS TRUCK & EQUIPMENT	Exhaust Stack bracket/Valve; 1287	\$ 22.86
NUSS TRUCK & EQUIPMENT	Exhaust Stack bracket/Valve; 1287	\$ 295.29
O'REILLY AUTOMOTIVE INC	Radiator/Cup for 5198	\$ 300.28
O'REILLY AUTOMOTIVE INC	Brake Parts; 1239	\$ 319.95
O'REILLY AUTOMOTIVE INC	Brake Parts; 1239	\$ 110.00
O'REILLY AUTOMOTIVE INC	Dielectric Grease	\$ 38.97
O'REILLY AUTOMOTIVE INC	Vehicle Additives for fleet	\$ 80.97
PAQUIN THOMAS R	Entertainment for March-MAYC	\$ 150.00
PEMBER COMPANIES INC	Public Works Drainage Improvement	\$ 51,046.35
PIONEER PHOTOGRAPHY & SERVICES	Photography Presentation at MAYC	\$ 300.00
PLAISTED COMPANIES INC	Main Break sand/fill	\$ 1,398.65
PLANT & FLANGED EQUIPMENT CO	WTP 2 Bolts and Gaskets	\$ 658.40
PLANT & FLANGED EQUIPMENT CO	Valve and Piping; WTP 2 repairs	\$ 8,305.70
PRO-TEC DESIGN INC	CH 3rd floor handicap door	\$ 204.00
PRO-TEC DESIGN INC	MAYC lockdown button	\$ 1,230.19
RAMSEY COUNTY	2023 Truth in Taxation Notices	\$ 10.72
RAMSEY COUNTY	Traffic Signal Systems	\$ 139.80
RIVARD COMPANIES INC	Tree/Stump Removal	\$ 20,262.00
SCHINDLER ELEVATOR CORPORATION	PW elevator maintenance	\$ 2,638.55
SHOWALTER ELIZABETH	Mileage & Expense Report	\$ 48.20
STATE OF MINNESOTA	Hazardous Chemical Fees - Water	\$ 25.00
STATE OF MINNESOTA	Hazardous Chemical Fees - Water	\$ 100.00
STATE OF MINNESOTA	Hazardous Chemical Fees - Water	\$ 100.00
STATE OF MINNESOTA	Hazardous Chemical Fees - Water	\$ 100.00
STATE OF MINNESOTA	Hazardous Chemical Fees - Water	\$ 100.00
STATE OF MINNESOTA	Hazardous Chemical Fees - Water	\$ 25.00
STATE OF MINNESOTA	Hazardous Chemical Fees - Water	\$ 100.00
STATE OF MINNESOTA	Hazardous Chemical Fees - Water	\$ 100.00
STATE OF MINNESOTA	Hazardous Chemical Fees - Water	\$ 25.00
STATE OF MINNESOTA	Hazardous Chemical Fees - Water	\$ 25.00
STATE OF MINNESOTA	Hazardous Chemical Fees - Water	\$ 100.00
STATE OF MINNESOTA DEED	Loan #CDAP-17-0064-H-FY18	\$ 1,568.24
STREICHER'S	Uniforms and clothing	\$ 140.00
SUBURBAN TIRE WHOLESALE INC	Tires for PW Stock	\$ 450.76
SUN CONTROL OF MINNESOTA INC	Window film	\$ 682.00
SYLVESTER CODY	CEAM Conference - Mileage	\$ 58.69
TEDDER INDUSTRIES LLC	RDS holsters	\$ 690.76
TOLL GAS & WELDING SUPPLY	Carbon Dioxide for Water Dept	\$ 98.75

TRI-STATE BOBCAT INC	Handle Kit for 1238	\$	104.79
TRI-STATE BOBCAT INC	Filters for PW Stock	\$	233.73
TRI-STATE BOBCAT INC	Filter Caps for 1253	\$	293.94
ULINE	CH 6 chairs	\$	2,002.72
VANG TOU	Travel reimbursement for training	\$	1,670.15
VERIZON WIRELESS	Telephone Service	\$	80.02
VOLUNTEERS OF AMERICA	Cook Supplemental Wages	\$	178.81
VOLUNTEERS OF AMERICA	Cook Supplemental Wages	\$	122.30
VOLUNTEERS OF AMERICA	Cook Supplemental Wages	\$	170.67
VOLUNTEERS OF AMERICA	Cook Supplemental Wages	\$	82.65
VOLUNTEERS OF AMERICA	Cook Supplemental Wages	\$	80.54
WALTERS RECYCLING & REFUSE INC	Organics Collection	\$	150.00
WALTERS RECYCLING & REFUSE INC	Refuse and Recycling Fees	\$	396,861.44
WARGO NATURE CENTER	Snowshoeing Class	\$	100.00
WATCH HILL WIRELESS SOLUTIONS	Escrow Release	\$	456.00
WSB & ASSOCIATES INC	2022 Public Works Drainage Improve	\$	120.00
WSB & ASSOCIATES INC	Construction Services	\$	1,575.00
WSB & ASSOCIATES INC	2024 NW Area St Reconstruction	\$	2,852.50
XCEL ENERGY	Electric Service - Signal	\$	8.35
XCEL ENERGY	Electric Service - Monument	\$	12.01
XTREME CUSTOM APPAREL	Luedtke - uniform	\$	24.00
		\$	765,791.28

CITY OF BLAINE

**SUBSET OF PAYMENTS BETWEEN \$20,000 AND \$50,000 FROM THE SCHEDULE OF BILLS PAID
APPROVED ON 3/18/2024 FOR PAYMENTS THE WEEK OF 2/23/2024**

Vendor Name	Description	Amount
RIVARD COMPANIES INC	Tree/Stump Removal	\$ 20,262.00
ECKBERG LAMMERS PC	Prosecution Fees	\$ 22,706.58

CITY OF BLAINE**SCHEDULE OF BILLS PAID****APPROVED ON 3/18/2024 FOR PAYMENTS THE WEEK OF 3/1/2024**

Vendor Name	Description	Amount
4IMPRINT INC	Wellness Event Supplies	\$ 200.37
ACME TOOLS	Impact Wrench/kit for Shop	\$ 698.10
ACME TOOLS	Hydrant Pump Parts	\$ 48.20
AMAZON CAPITAL SERVICES	Large red Sharpies	\$ 39.50
AMAZON CAPITAL SERVICES	Laptop Power Bank	\$ 99.99
AMAZON CAPITAL SERVICES	Coffee Maker, Stands, CD Burner	\$ 464.21
AMAZON CAPITAL SERVICES	Sign document holders	\$ 50.98
AMAZON CAPITAL SERVICES	iPhone Charging cords	\$ 34.95
AMAZON CAPITAL SERVICES	Wall Clock	\$ 14.65
AMAZON CAPITAL SERVICES	Disinfection Supplies	\$ 187.44
AMAZON CAPITAL SERVICES	Dual monitor mount	\$ 33.24
AMAZON CAPITAL SERVICES	Credit	\$ (117.02)
AMAZON CAPITAL SERVICES	Car charger for Fire inspections	\$ 21.29
ANOKA COUNTY LICENSE BUREAU	Tab Renewal - PD	\$ 65.00
AUTOWASH SYSTEMS INC	Car Wash Chemicals & Check	\$ 1,113.52
AXON ENTERPRISES INC	Body camera docking stations	\$ 1,203.85
AXON ENTERPRISES INC	OSP contract (12 months)	\$ 259,270.10
BAUER BUILT INC	Tires for 1287	\$ 1,656.44
BEAUDRY OIL & PROPANE	Fuel Delivery	\$ 18,892.82
BIEDERMANN KARLIN	Wellness Supply Reimbursement	\$ 132.79
BOLTON & MENK INC	SW Area St Reconstruction	\$ 2,503.50
BOLTON & MENK INC	Engineering Svcs SW Area St Recon	\$ 1,980.00
BOLTON & MENK INC	SW Area St Reconstruction	\$ 71,449.50
BOLTON & MENK INC	Construction Svcs 89th & Davenport	\$ 4,150.00
BOLTON & MENK INC	Lift Station 13 Force Main	\$ 22,460.50
CENTER FOR ENERGY/ENVIRONMENT	EDA HIL Loans - January 2024	\$ 52,695.00
CENTURYLINK	Telephone Service	\$ 127.47
CHESNESS SHERI	Mileage reimbursement	\$ 32.83
CINTAS CORPORATION	Uniform/Rug Rentals - PW	\$ 402.42
CINTAS CORPORATION	CH first aid cabinet supplies	\$ 453.14
CINTAS CORPORATION	PD first aid cabinet supplies	\$ 57.57
CITY OF BLAINE	Petty Cash for Public Works	\$ 154.28
CIVICPLUS, LLC	SeeClickFix Resident Request Tool	\$ 3,968.98
COMPUTER EXPLORERS	Winter tech camp	\$ 75.00
CONNEXUS ENERGY-UTILITY PAYMENTS	Electric Service	\$ 49,685.08
COREMARK METALS	Steel tubing for Salt Spreader	\$ 232.97
CUB FOODS INC - THE VILLAGE	Items for training, reception	\$ 114.19
CUSHMAN MOTOR COMPANY INC	Front/Rear shoes for V Plow	\$ 909.00
CUSTOM TRUCK ONE SOURCE	Rental of Bucket Truck	\$ 3,408.75
CYBER ADVISORS INC	Network Assistance	\$ 2,517.50

EB BLAINE DEVELOPMENT LLC	105th Redevelopment District	\$ 393,373.25
ECM PUBLISHERS INC	Public Hearing Notices	\$ 75.25
FACTORY MOTOR PARTS COMPANY	Vehicle Batteries for PW Stock	\$ 306.24
FETTIG BRANDON	Fuel for squad	\$ 70.34
FISERV	January FISERV Payment	\$ 181.88
FLEXIBLE PIPE TOOLS & EQUIPMENT	Jetter #4511	\$ 332,786.14
GALLAGHER BENEFIT SERVICES INC	DBM evaluations	\$ 416.66
GRAINGER	Bulb, Fuse puller, Tool Set	\$ 1,453.42
GRAINGER	Leather Gloves	\$ 111.21
HAMMER SPORTS LLC	Refs for Adult Basketball League	\$ 344.00
HAUGO GEO TECHNICAL SERVICES	Construction Materials Testing	\$ 1,435.00
INDELCO PLASTICS CORPORATION	Plant 4 Chemical Feed Parts	\$ 361.15
JOHN HENRY FOSTER MINNESOTA	Air compressor Parts	\$ 91.72
LAWSON PRODUCTS INC	Mechanic supplies: Pipe fittings	\$ 215.97
LAWSON PRODUCTS INC	Mechanic supplies: U Hooks	\$ 181.20
LENCO ARMORED VEHICLES	Armored Vehicle- Capital Purchase	\$ 192,328.00
MANAGED SERVICES INC	CH February janitorial	\$ 4,418.00
MARSDEN CENTRAL LLC	PW February janitorial	\$ 2,476.38
MENARDS - BLAINE	CH drywall panel, fiberglass tape	\$ 28.17
MENARDS - BLAINE	Snow Fence for LS 6	\$ 44.99
MENARDS - BLAINE	CH furring strip	\$ 1.48
MENARDS - BLAINE	Tools/Supplies for Parks	\$ 246.25
MENARDS - BLAINE	Small tools; Pipe wrench	\$ 44.88
MID AMERICA METER INC	Dehumidifiers - WTP	\$ 12,438.00
MIDWAY FORD COMPANY	Deflector/Bumper	\$ 320.92
MIDWAY FORD COMPANY	Ignition Switch	\$ 27.50
MIDWAY FORD COMPANY	Ignition Switch	\$ 27.50
MN METRO NORTH TOURISM	January 2024 Lodging Tax	\$ 10,126.45
MN METRO NORTH TOURISM	December 2023 Lodging Taxes	\$ 12,272.38
NOLL PETER	UAS certification exam	\$ 175.00
NORTHERN SANITARY SUPPLY CO INC	CH towels	\$ 128.48
NORTHERN SANITARY SUPPLY CO INC	CH paint supplies	\$ 89.66
OCV CONTROL VALVES LLC	WTP 2 Flow Control Valves	\$ 11,198.18
OTI INC	2023 Street Sweeping; Storm	\$ 418.50
PAFFY'S PEST CONTROL INC	PW - Monthly pest control	\$ 168.62
PAFFY'S PEST CONTROL INC	MAYC - Monthly pest control	\$ 59.75
PINPOINT COMMUNITY DEVELOPMENT	Southside Entertainment District	\$ 1,275,000.00
PRINT CENTRAL	Community Standards stickers	\$ 101.57
PRINT CENTRAL	Community Standards door hangers	\$ 212.80
RECYCLE TECHNOLOGIES INC	Electronic Waste Recycling	\$ 6.30
RIVARD COMPANIES INC	Tree/Stump Removal	\$ 17,100.00
ROAD MACHINERY & SUPPLIES	Repair to #1273	\$ 5,345.00
ROTARY CLUB OF BLAINE-HAM LAKE	Membership Dues	\$ 400.00
SCHINDLER ELEVATOR CORPORATION	CH elevator motor repair	\$ 8,648.00
SCHMIDT CORY	Police Officer MN State statute	\$ 1,969.71
SCHMOLKE THOMAS	Safety Boots	\$ 174.99
SHORT ELLIOTT HENDRICKSON INC	Nat'l St Water Service Improve	\$ 7,462.51

SHORT ELLIOTT HENDRICKSON INC	Services-Pleasure Creek	\$	38,850.08
SNAP-ON INDUSTRIAL	Battery/Charger for Shop	\$	205.85
SUBURBAN TIRE WHOLESALE INC	Tires for PW Stock	\$	1,098.00
TKDA AND ASSOCIATES INC	TH65 Access Improvement	\$	11,372.76
TOLL GAS & WELDING SUPPLY	Concrete saw blade; Storm	\$	35.15
TOLL GAS & WELDING SUPPLY	Agreement for Argon; 60 months	\$	250.00
TRI-STATE BOBCAT INC	Filter Caps for 1253	\$	120.02
TRI-STATE BOBCAT INC	Valves for 1300	\$	65.60
TWIN CITIES TRANSPORT & RECOVERY	DWI Forfeiture Fees	\$	925.00
TWIN CITIES TRANSPORT & RECOVERY	DWI Forfeiture Fees	\$	925.00
TWIN CITIES TRANSPORT & RECOVERY	DWI Forfeiture Fees	\$	1,175.00
TWIN CITIES TRANSPORT & RECOVERY	Tow for Squad 5324	\$	125.00
USA BLUEBOOK (#657220)	Supplies for Treatment Plants	\$	122.26
VERIZON WIRELESS	Telephone Service	\$	425.11
VIKING ELECTRIC SUPPLY LLC	CH light bulbs	\$	143.70
VIKING ELECTRIC SUPPLY LLC	CH light bulbs	\$	151.50
VIKING ELECTRIC SUPPLY LLC	CH light bulbs	\$	311.70
WARNING LITES OF MN	2023 Pavement Markings	\$	84,668.40
ZIEGLER INC	Well/Plants Generator Maintenance	\$	12,197.34
ZIEGLER INC	WTP 2 Generator Repair	\$	1,101.72
		\$	2,950,620.69

CITY OF BLAINE

**SUBSET OF PAYMENTS BETWEEN \$20,000 AND \$50,000 FROM THE SCHEDULE OF BILLS PAID
APPROVED ON 3/18/2024 FOR PAYMENTS THE WEEK OF 3/1/2024**

Vendor Name	Description	Amount
BOLTON & MENK INC	Lift Station 13 Force Main	\$ 22,460.50
SHORT ELLIOTT HENDRICKSON INC	Services-Pleasure Creek	\$ 38,850.08
CONNEXUS ENERGY-UTILITY PAYMENTS	Electric Service	\$ 49,685.08

PAYROLL CHECKS & WIRE TRANSFERS

MONTH: FEBRUARY 2024

PAYROLL CHECKS

<u>DATE</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
02/01/24	VENDOR CHECKS	CHECK # 79775-79779	\$4,559.92
02/01/24	EMPLOYEES	DIRECT DEPOSITS	\$635,796.30
02/15/24	VENDOR CHECKS	CHECK #79780-79788	\$11,313.32
02/15/24	EMPLOYEES	DIRECT DEPOSITS	\$607,871.84
02/29/24	VENDOR CHECKS	CHECK #79789	\$3,033.08
02/29/24	EMPLOYEES	DIRECT DEPOSITS	\$618,102.31

WIRE TRANSFERS

<u>DATE</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
02/01/24	STATE OF MINNESOTA	PAYROLL TAXES	\$42,817.70
02/01/24	I.R.S.	PAYROLL TAXES	\$194,642.92
02/01/24	P.E.R.A.		\$189,911.58
02/01/24	USCM & US BANK	DEFERRED COMP & H.S.A	\$63,103.66
02/19/24	STATE OF MINNESOTA	JANUARY SALES TAX	\$42,906.00
02/28/24	21ST CENTURY BANK	CREDIT CARDS	\$15,114.55
02/15/24	STATE OF MINNESOTA	PAYROLL TAXES	\$41,108.65
02/15/24	I.R.S.	PAYROLL TAXES	\$186,067.22
02/15/24	P.E.R.A.		\$184,323.28
02/15/24	USCM & US BANK	DEFERRED COMP & H.S.A	\$63,616.65
02/29/24	STATE OF MINNESOTA	PAYROLL TAXES	\$41,074.92
02/29/24	I.R.S.	PAYROLL TAXES	\$184,617.09
02/29/24	P.E.R.A.		\$196,182.53
02/29/24	USCM & US BANK	DEFERRED COMP & H.S.A	\$73,945.71

TOTAL \$3,400,109.23



City of Blaine

City Council Workshop

March 4, 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 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; City Attorney Tom Loonan; Police Captain Russ Clark; Police Captain Mark Boerboom; Communications Manager Ben Hayle; and City Clerk Catherine Sorensen; League of Minnesota Cities Attorney Lida Bannink

3. New Business

- 3.1.** 2024-52 Closed Session Pursuant to Minnesota Statute 13D.05, Subd. 3(a) - City Manager Performance Review
Sponsors: City Council

The council made a motion and second to move into a Closed Session meeting pursuant to Minnesota Statute 13D.05, Subd. 3(a) to discuss the City Manager's performance review.

- 3.2.** 2024-53 Closed Session Pursuant to Minnesota Statute 13D.05, Subd. 3(b) Attorney-Client Privileged Settlement Discussion
Sponsors:

The council discussed in Closed Session pursuant to Minnesota Statute 13D.05 (2)(a)(2) a settlement proposal.

- 3.3.** 2024-54 Closed Session Pursuant to Minnesota Statute 13D.05(2)(a)(2) - Active Fraud Investigation Update
Sponsors:

The council in Closed Session pursuant to Minnesota Statute 13D.05(2)(a)(2) discussed an active fraud investigation.

- 3.4.** 2024-55 Closed Session Pursuant to Minnesota Statute 13D.05, Subd. 3(d) - City Hall Security
Sponsors:

The council discussed in Closed Session pursuant to Minnesota Statute 13D.05, Subd. 3(d) city hall security.

- 3.5.** 2024-56 Strategic Plan Quarterly Update
Sponsors: Ben Hayle, Communications Manager

Communications Manager Hayle shared this update would be provided in the council update communications.

4. Other Business

None.

5. Adjournment

The workshop was adjourned at 6:56PM.



City of Blaine

City Council

March 4, 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 7:08PM by Mayor Sanders followed by the Pledge of Allegiance and the Roll Call.

2. Pledge of Allegiance

3. Roll Call

PRESENT: Mayor Tim Sanders, Councilmembers Terra Fleming, 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; City Planner Sheila Sellman; Police Captain Russ Clark; Finance Director Jason Zimmerman; Director of Engineering Dan Schluender; City Attorney Tom Loonan; Communications Manager Ben Hayle; and City Clerk Catherine Sorensen.

4. Awards - Presentations - Organizational Business

None.

5. Communications

Councilmember Robertson thanked staff and the Public Safety Department who were involved in the recent Polar Plunge event.

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.

Diane O'Brien, 10617 Quincy Boulevard, shared comments regarding the proposed fence in Development Business Item 10.1. She explained she was requesting a nine-foot fence in order to screen her neighbors' garage and garage noise.

There being no further input, Mayor Sanders closed the Open Forum at 7:12PM.

7. Adoption of Agenda

The agenda was adopted as presented.

8. Approval of Consent Agenda:

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

Councilmember Robertson requested the removal of consent agenda item 8.11 for further discussion.

Councilmember Newland noted he would be abstaining from approval of the February 16, 2024, bills paid.

Moved by Councilmember Newland, seconded by Councilmember Massoglia, that the following items on the Consent Agenda be approved as amended removing Item 8.11.

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

8.1. 2024-58 Schedule of Bills Paid
Sponsors: Jason Zimmerman, Finance Director

8.2. 2024-59 Approval of Minutes
Sponsors:

8.3. 2024-60 Approve Temporary Nursery Sales Licenses
Sponsors: Cathy Sorensen, City Clerk

- 8.4.** RES 24-44 Resolution Granting Final Plat Approval 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. 24-0011/SAS)
Sponsors: Sheila Sellman, City Planner
- 8.5.** RES 24-50 Resolution to Declare Cost to be Assessed, Order Preparation and Call for Hearing on Proposed Assessment for 2023 Southwest Area Street Reconstructions, Improvement Project No. 23-07.
Sponsors: Daniel Schluender, Director of Engineering
- 8.6.** 2024-61 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
- 8.7.** RES 24-45 Resolution to Receive Petition and Order Public Hearing for Vacation of Drainage and Utility Easements, over all of Outlot A, Preserve of Lexington Waters Second Addition; according to the recorded plat thereof, Anoka County, Minnesota; Vacation No. V24-02
Sponsors: Daniel Schluender, Director of Engineering
- 8.8.** 2024-62 Centennial Elementary Request for Parking Restrictions for 2024 Track & Field
Sponsors: Daniel Schluender, Director of Engineering
- 8.9.** 2024-63 Approve Purchase of Police Department Squad Vehicles and Authorize Associated Budget Amendment
Sponsors: Brian Podany, Safety Services Manager/Police Chief
- 8.10.** 2024-64 Approve Purchase from the Public Safety Funds
Sponsors: Brian Podany, Safety Services Manager/Police Chief
- 8.11.** 2024-65 Authorizing the Release of Gift Cards Held in the Police Department Evidence Room to the Alexandra House
Sponsors: Jason Zimmerman, Finance Director

Councilmember Robertson commented on how the Blaine Police Department had donated

unclaimed gift cards held in police evidence to the Alexandra House. She thanked the department for their great efforts.

Moved by Councilmember Robertson, seconded by Councilmember Fleming, to Authorize the Release of Gift Cards Held in the Police Department Evidence Room to the Alexandra House.

Motion adopted unanimously.

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

- 9.1. RES 24-48** Conduct Public Hearing and adopt a Resolution to Vacate a 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

Director of Engineering Schluender stated 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. 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. Staff commented on the request further and recommended approval.

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 Robertson, seconded by Councilmember Massoglia, to adopt a Resolution to Vacate a 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.

Motion adopted unanimously.

10. Development Business

- 10.1. RES 24-32** Resolution Granting a Variance to Allow a 9-Foot Fence Along the South Side Yard Property Line at 10617 Quincy Boulevard NE. Diane O'Brien (Case File No. 23-0088/SLK)

City Planner Sellman stated the applicant is requesting a variance to allow a 9-foot privacy fence along the southern property line for the property at 10617 Quincy Boulevard. The code allows a 6-foot fence along the side property line in the rear yard. Staff is recommending a variance to allow an 8-foot privacy fence along the south property line. Staff commented further on the request and reported the planning commission recommended approval.

Moved by Councilmember Newland, seconded by Councilmember Larson, to adopt a Resolution Granting a Variance to Allow a 9-Foot Fence Along the South Side Yard Property Line at 10617 Quincy Boulevard NE.

Councilmember Robertson explained she spoke with staff regarding this item and noted she believed the variance for the nine foot fence should be allowed. She reported there were many times the council was asked to resolve neighbor disputes. She understood the applicant's neighbor had a security camera that looked into the applicant's house. She stated this bothered her, but she understood there were things the council could and could not control. She questioned if anything existed in state law that would help these two neighbors address the security camera issue. Captain Clark reported Minnesota does have invasion of privacy laws for example when a camera was pointed into a bedroom or bathroom. To simply have a camera pointed in the direction of public or private property may not be construed to be an invasion of privacy unless there was some expectation of privacy. He commented without knowing what the camera was viewing, he could not tell the council if the aforementioned camera was a concern.

Councilmember Robertson thanked Captain Clark for this feedback. She explained with variance requests she appreciated how each request was reviewed based on its own unique merits.

Councilmember Fleming agreed with Councilmember Robertson noting she appreciated how variance requests were reviewed on a case by case basis. She supported the proposed nine foot fence as it would also assist with resolving the neighbor dispute.

Mayor Sanders provided clarity on the request noting the applicant had requested a variance for a nine foot fence and staff was recommending an eight foot fence. City Attorney Loonan explained the motion before the council was for a nine foot fence noting a change would have to be made within the resolution before the council.

Councilmember Larson thanked staff for clarifying this matter. She explained she would be offering her support for the nine foot fence and she thanked Ms. O'Brien for taking the proper steps to address her concerns.

Councilmember Newland indicated he spoke with the city planner regarding this matter and questioned if there were any other nine foot fences in Blaine. Ms. Sellman reported the city has not had any requests for a nine foot fence in the past three years.

Councilmember Newland commented he did not have a problem with the eight foot

fence. He anticipated the council would have to consider additional nine and ten foot fence requests in the future. He recommended the city put a fence height limit in place. He indicated he would be offering his support for this request because the neighbors were abusing their neighborliness.

Councilmember Saroya explained she supported the nine foot fence request. She thanked Ms. O'Brien for her emails. She commented in addition to the camera issues she understood there were noise and light concerns. She reported no one who received public notice has objected to the nine foot fence and for this reason, she would be supporting the request.

Motion adopted unanimously.

- 10.2. RES 24-33** Resolution Granting Preliminary Plat Approval to Subdivide Approximately 1.16 Acres into Three Lots to be Known as Alexander Woods 4th Addition at 1000 113th Avenue NE. Alexander Woods 4th Addition (Case File No. 23-0089/EES)
Sponsors: Sheila Sellman, City Planner

Ms. Sellman stated the applicant is proposing a three lot subdivision adjacent to the existing Alexander Woods subdivision. A similar subdivision was approved in 2022, but has since expired. Staff and the Planning Commission recommend approval.

Moved by Councilmember Robertson, seconded by Councilmember Newland, to adopt a Resolution Granting Preliminary Plat Approval to Subdivide Approximately 1.16 Acres into Three Lots to be Known as Alexander Woods 4th Addition at 1000 113th Avenue NE.

Motion adopted unanimously.

- 10.3. RES 24-34** Resolution Granting a Conditional Use Permit to Allow for the Construction of Two Additional Single-Family Homes in the Development Flex (DF) Zoning District at 1000 113th Avenue NE. Alexander Woods 4th Addition (Case File No. 23-0089/EES)
Sponsors: Sheila Sellman, City Planner

Ms. Sellman stated the applicant is proposing a three lot subdivision adjacent to the existing Alexander Woods subdivision. A similar subdivision was approved in 2022, but has since expired. Staff and the Planning Commission recommend approval.

Moved by Councilmember Newland, seconded by Councilmember Fleming, to adopt a Resolution Granting a Conditional Use Permit to Allow for the Construction of Two Additional Single-Family Homes in the Development Flex (DF) Zoning District at 1000 113th Avenue NE.

Motion adopted unanimously.

- 10.4. RES 24-35** Resolution Granting a Conditional Use Permit to Allow Outdoor Dining with 14 Seats in a Regional Commercial (B-3) Zoning District at 12351 Ulysses Street NE, Suite 120. Noodles & Company (Blaine Square II LLC) (Case File No. 24-0003/SLK)
Sponsors: Sheila Sellman, City Planner

Ms. Sellman stated Noodles & Company is proposing to locate in the Blaine Square 3rd Development in a newly constructed building. They are requesting a conditional use permit to allow 14 seats for outdoor dining on a patio adjacent to their building.

Moved by Councilmember Robertson, seconded by Councilmember Massoglia, to adopt a Resolution Granting a Conditional Use Permit to Allow Outdoor Dining with 14 Seats in a Regional Commercial (B-3) Zoning District at 12351 Ulysses Street NE, Suite 120.

Motion adopted unanimously.

- 10.5. RES 24-36** Resolution Granting a Conditional Use Permit to Operate a Manufactured Home Sales Office in the Manufactured Home Residential (R-4) Zoning District at 10454 Central Avenue NE. Havenpark Heartland Living LLC (Case File No. 24-0004/EES)
Sponsors: Sheila Sellman, City Planner

Ms. Sellman stated the applicant is requesting a Conditional Use Permit (CUP) for a sales and leasing office within the existing community/office building at Blaine International Village. Homes for sale must be located on home lots within the park and no changes to the physical site are proposed. Staff and the Planning Commission recommend approval.

Moved by Councilmember Newland, seconded by Councilmember Larson, to adopt a Resolution Granting a Conditional Use Permit to Operate a Manufactured Home Sales Office in the Manufactured Home Residential (R-4) Zoning District at 10454 Central Avenue NE.

Motion adopted unanimously.

- 10.6. ORD 24-2542** Second Reading
Ordinance Approving an Amendment to the Blaine Zoning Code to Create a New Zoning District, County Road 10 Mixed Use District. Northtown (City of Blaine) (Case File No. 24-0002/SAS)
Sponsors: Sheila Sellman, City Planner

Ms. Sellman requested the council approve the second reading of a new ordinance, County Road 10 Mixed Use District, as part of the Northtown Plan implementation.

Moved by Councilmember Newland, seconded by Councilmember Robertson, to adopt the Second Reading of Ordinance No. 24-2542, Approving an Amendment to the Blaine Zoning Code to Create a New Zoning District, County Road 10 Mixed Use District.

Councilmember Massoglia requested clarification on what areas would be mixed use. Ms. Sellman reviewed the area that was included in the County Road 10 Mixed Use District. She explained that mall would remain Community Commercial even though it was part of the Mixed Use Zoning District.

Councilmember Massoglia questioned what properties could redevelop as high density residential. Ms. Sellman stated the properties on the north side of County Road 10 and the property on the southeast corner of County Road 10 (Kraus Anderson/Walgreens property) were the only properties that could redevelop as high density residential.

Councilmember Saroya commented she understood people wanted to see growth and development in the Northtown area, but they do not want more massive apartment buildings. She indicated this was a concern she has heard a lot from residents in Ward 1. She discussed House File 4009, noting this bill will allow for multi-family dwellings to be developed in any commercially zoned district. She asked if this meant this new bill would allow for all pink areas to be developed as multi family. Ms. Sellman deferred this question to the Community Development Director. Community Development Director Thorvig stated staff was familiar with this bill. He indicated he did not recall seeing this language but would further review.

Councilmember Saroya reviewed language from the League of Minnesota Cities noting House File 4009 would allow multi-family dwellings to be constructed in any commercially zoned district and could be as tall as the tallest commercial structure within one-fourth mile radius of the parcel or the local height restriction, whatever is higher. She understood the discussion was to allow up to seven stories in this zoning district. She commented further on the League's summary of this bill noting buildings of this magnitude carry a host of fire, water, sewer, emergency response and neighborhood response and any form of public hearing or council decision would be directly prohibited. She stated this was very concerning to her given the fact the city would have no say and multi-family buildings could be up to seven stories in height. She recommended action on this item be held off until staff had further information regarding House File 4009.

Mayor Sanders explained the language Councilmember Saroya just read was from a delete-all amendment for House File 4009. He reported the city's lobbyists were opposing this bill and he encouraged all residents to reach out to state legislators encouraging them to oppose this bill. He indicated this bill would apply to the entire city and every city in the metro area. He stated this piece of legislation would be a disaster.

Councilmember Larson agreed with Mayor Sanders and encouraged residents to review the proposed bill. She stated the proposed legislation was very concerning to her because it would take away zoning minimums. She understood when it comes to the Northtown area, she knew people wanted change and she appreciated how the mixed use zoning district would assist with this change.

Councilmember Robertson commented on how the proposed bill would impact Blaine and other communities. She indicated the proposed plan for Northtown was a visioning document that would only allow for up to 750 units of residential because this was all the area could take. She supported moving this ordinance forward in order to provide the mall

owners with a better understanding on the city's plans for this area. Ms. Sellman noted this area was already zoned Commercial B-2 and B-3. She indicated the land use was changed for several properties would allow for residential and high density residential. She discussed how the comp plan and zoning was in conflict for several properties and the proposed changes would bring about harmony.

Councilmember Newland indicated the city has been talking about the Northtown plan for several years. He asked if this plan was on track with where the city needs to be. Ms. Sellman reported the city was on track and noted this ordinance addresses the council's concerns regarding high density by designating only a small number of properties for high density. She indicated the city would still be completing an AUAR.

Councilmember Newland questioned how the city defined high density residential. Ms. Sellman stated the city defined high density residential as 12 to 25 units per acre.

Councilmember Saroya commented she supported investment in the Northtown area, but she still has an issue with the apartments. She questioned if this was the plan that the city should be moving forward with. She indicated she was not convinced that this plan would be putting the city in a better position. She asked if the city would be creating a bigger concern for Ward 1 and the city 10-20 years from now. She explained massive five story apartment buildings would be added to this area. She inquired how these buildings would impact the city's population. Ms. Sellman reviewed the properties that could be redeveloped for high density residential. She indicated the building height maximum would be five residential stories over parking. She noted a conditional use permit would be required for any height over five stories.

Councilmember Saroya inquired how the city's population would be impacted. Ms. Sellman indicated she did not have an active proposal to consider so it was hard to say what the population increase would be. She explained high density residential allowed for 12 to 25 units per acre.

Councilmember Massoglia called the question.

Motion adopted 6-1 (Councilmember Saroya opposed).

10.7. ORD 24-2543 Second Reading

Ordinance Rezoning Certain Parcels in the Northtown Area from Community Commercial (B-2) and Regional Commercial (B-3) to County Road 10 Mixed Use District. Northtown (City of Blaine) (Case File No. 24-0002/SAS)

Sponsors: Sheila Sellman, City Planner

Ms. Sellman requested the council approve the second reading to rezone certain parcels in the Northtown Area to County Road 10 Mixed Use District (MU) as part of implementing the Northtown Plan.

Moved by Councilmember Robertson, seconded by Councilmember Massoglia, to adopt the Second Reading of Ordinance 24-2543, Rezoning Certain Parcels in the Northtown Area

from Community Commercial (B-2) and Regional Commercial (B-3) to County Road 10 Mixed Use District.

Motion adopted 6-1 (Councilmember Saroya opposed).

- 10.8.** RES 24-51 Summary Resolution for Publication of Ordinance 24-2542 Approving an Amendment to the Blaine Zoning Code to Create a New Zoning District, County Road 10 Mixed Use District. Northtown (City of Blaine) (Case File No. 24-0002/SAS)
Sponsors: Cathy Sorensen, City Clerk

City Clerk Sorensen requested the council adopt the proposed resolution allowing for publication of title and summary of Ordinance 24-2542.

Moved by Councilmember Newland, seconded by Councilmember Robertson, to adopt the Summary Resolution for Publication of Ordinance 24-2542, Approving an Amendment to the Blaine Zoning Code to Create a New Zoning District, County Road 10 Mixed Use District.

Motion adopted unanimously.

- 10.9.** ORD 24-2545 Ordinance Repealing the Moratorium for the Northtown Area. Ordinance 23-2530 (City of Blaine) (Case Fille No. 23-0040/SAS)
Sponsors: Sheila Sellman, City Planner

Ms. Sellman stated upon adoption of the new zoning district and ordinance for the Northtown area, the moratorium for the Northtown Area was no longer necessary.

Moved by Councilmember Newland, seconded by Councilmember Robertson, to adopt Ordinance No. 24-2545, Repealing the Moratorium for the Northtown Area.

Motion adopted 6-1 (Councilmember Saroya opposed).

11. Administration

- 11.1.** RES 24-46 Resolution Accepting a Bid from Asphalt Surface Technologies Corp. (ASTECH Corp.) in the Amount of \$215,940.20 for the 2024 Crack Sealing Project, Improvement Project No. 24-02
Sponsors: Daniel Schluender, Director of Engineering

Mr. Schluender stated bids have been checked and tabulated, and it has been determined that Asphalt Surface Technologies Corp. (ASTECH Corp.) of St. Cloud, Minnesota was the lowest bidder. The Engineering department has worked with Asphalt Surface Technologies Corp. (ASTECH Corp.) on previous contracts. Staff discussed how the project would be funded. Staff recommended that the low bid be accepted, and a contract be entered into

with Asphalt Surface Technologies Corp. (ASTECH Corp.). City Council was also asked to approve a 5% contingency to bring the total project budget to \$226,737.21.

Moved by Councilmember Newland, seconded by Councilmember Fleming, to adopt a Resolution Accepting a Bid from Asphalt Surface Technologies Corp. (ASTECH Corp.) in the Amount of \$215,940.20 for the 2024 Crack Sealing Project, Improvement Project No. 24-02.

Motion adopted 6-0-1 (Mayor Sanders was absent for vote).

- 11.2. RES 24-47** Resolution Accepting a Bid from Warning Lites in the Amount of \$99,835.28 for the 2024 Pavement Markings Project, Improvement Project No. 24-03
Sponsors: Daniel Schluender, Director of Engineering

Mr. Schluender stated bids have been checked and tabulated, and it has been determined that Warning Lites of Minneapolis, Minnesota is the lowest bidder. The Engineering Department has worked with Warning Lites on previous contracts. Staff recommends that the low bid be accepted, and a contract be entered into with Warning Lites. City Council was also asked to approve a 5% contingency to bring the total project budget to \$104,827.04. The funding source for this project is the General Fund and there are sufficient funds in the 2024 budget to cover these costs.

Moved by Councilmember Newland, seconded by Councilmember Robertson, to adopt a Resolution Accepting a Bid from Warning Lites in the Amount of \$99,835.28 for the 2024 Pavement Markings Project, Improvement Project No. 24-03.

Motion adopted 6-0-1 (Mayor Sanders absent for vote).

- 11.3. ORD 24-2544** Second Reading
Adopt an Extension to the Interim Ordinance for a Moratorium on Car Washes
Sponsors: Erik Thorvig, Community Development Director

Community Development Director Thorvig stated on September 6, 2023, the City Council adopted an interim ordinance placing a moratorium on new car washes in the City of Blaine. The purpose of the moratorium was to allow the Council time to study zoning regulations related to car washes and determine potential zoning district changes or text amendments. The moratorium was for six months and is set to expire on March 6, 2024. Minnesota State Statute allows cities to establish a moratorium to allow zoning studies for up to one-year. The City Council discussed zoning regulations related to car washes at their December 18, 2023, and February 12, 2024, workshops. Additional time is necessary to adopt proposed changes, therefore a six-month extension to the original moratorium is proposed through September 6, 2024. It is not anticipated that the full time extension is necessary to adopt the proposed changes. If the City Council adopts changes prior to September 6, 2024, the moratorium would be lifted and applications for car washes would be allowed under any new regulations adopted.

Moved by Councilmember Fleming, seconded by Councilmember Massoglia, to adopt the Second Reading of Ordinance No. 24-2544, Adopting an Extension to the Interim Ordinance for a Moratorium on Car Washes.

Motion adopted 6-0-1 (Mayor Sanders absent for vote).

11.4. 2024-66 Approve Proposed Amendments to Council Code of Conduct
Sponsors: Michelle Wolfe, City Manager

Ms. Sorensen stated at the January 3, 2024, meeting, Councilmembers Massoglia and Fleming requested the topic of code of conduct and rules of order and procedure be added to a workshop to consider additional language presented by Councilmember Massoglia. The current Code of Conduct was adopted in December 2022. Based on consensus from the February 5, 2024, workshop, attached is a draft of the proposed code of conduct that incorporates those amendments. Most were merged into rules of order and will be considered as a separate item, while others were already included in the April 2023 draft and are highlighted in yellow. The additional suggestion was *Connecting Residents with Staff Resources* and is highlighted in blue. Staff is presenting this draft for formal consideration. Adoption of the amended code of conduct is by motion.

Moved by Councilmember Massoglia, seconded by Councilmember Robertson, to Approve Proposed Amendments to Council Code of Conduct.

Councilmember Saroya explained the council received an amendment at 3:27 p.m. today and if the council would be voting on the amendment as well. City Attorney Loonan reported this was not part of the motion on the table.

Councilmember Saroya stated she believed the council needed to have a code of conduct in place with the way things have played out on the city council which has led her to feel unsafe. She indicated she has had conversations with the police chief regarding her safety concerns. She explained she did not want to stifle free speech and feared the code of conduct would do just that. She feared the language was subjective when it comes to what is considered personal or out of line. She anticipated the city would be creating outcomes that would not serve the city in the best manner. She believed the code of conduct would not allow the council to have open debates and difficult conversations, which would not serve the residents best interests. She indicated the code of conduct may intimidate some councilmembers. However, she noted the code of conduct would not intimidate her as she would continue to ask the difficult questions. She wanted to ensure transparency for the public and she feared the code of conduct would interfere with this. She stated she would be voting against the code of conduct.

Councilmember Massoglia indicated he did not believe the code of conduct stifled free speech. He stated he would be happy to consider other language, but he did not see anything that stifled free speech. He reported the code of conduct speaks to making sure council direction to staff is given based on the consensus of council. He explained staff time was not to be used or spent on items that only one or two councilmembers supported. He wanted to make sure staff time was protected and prioritized given all the things staff had

on their plates. He believed the proposed changes were important and should be approved by the city council. He indicated he supported the amendments that were proposed this afternoon.

Ms. Sorensen clarified the council currently had a code of conduct in place that was adopted in December of 2022. She explained this was not a new code, but rather amendments being considered for the code of conduct. City Manager Wolfe offered clarification noting staff has brought forward amendments for the code of conduct, which was the code of conduct before the council for consideration. She reported additional amendments were proposed by Councilmember Robertson noting these amendments were brought to staff prior to this meeting and had been reviewed by the city attorney.

Councilmember Robertson stated she typically does not offer amendments, but noted she did not want to surprise staff and council at this meeting. For this reason, she reached out to the city attorney last week with her proposed amendments and this information was forwarded to the council earlier this afternoon. She explained she did attempt to get this information to the council prior to this meeting. City Attorney Loonan advised the council packet went out with agenda Items 11.4 and 11.5. He explained Item 11.4 was seeking approval for proposed amendments to the council code of conduct and were highlighted in yellow and blue. These highlighted areas would be additions to the code of conduct. He reported there were requested additions, which were in blue. He stated the motion on the floor was to approve the code of conduct with the amendments in yellow and blue. He indicated the next item for the council to consider would be Item 11.5 adopting the revised Rules of Order and Procedure.

Mr. Loonan commented on the email that went out this afternoon with additional revisions from Councilmember Robertson. He stated these were potential amendments that could be considered by the council. He indicated the council could vote to consider these additional amendments and they would be added or not added, depending on the council vote. He reported it would be at the council's discretion whether these amendments were added to the code of conduct or the rules of order and procedure. He was of the opinion the amendments from Councilmember Robertson should be added to the code of conduct.

Councilmember Fleming thanked City Attorney Loonan for the clarification. She explained she supported approving the proposed amendments from Councilmember Robertson.

Moved by Councilmember Fleming, seconded by Councilmember Newland, to approve the Proposed Amendments to Council Code of Conduct offered by Councilmember Robertson sent via email on March 4, 2024.

Councilmember Robertson commented on her proposed amendments noting she invested time reviewing peer cities codes of conduct and how they navigate being a governing body when everyone was not on the same page. She explained the genesis for her research was how to manage opinions and comments when they do not reflect everyone else. She stated her amendments were not meant to impede free speech but rather allowed councilmembers to disconnect from the official actions of the council. She indicated she had no problem with disagreement or differing opinions. She stated the language she was proposing provided a guideline on how to disagree in a professional manner. She explained she would have no problem abiding to these amendments and she hoped the council would

continue to bring their best for Blaine residents.

Councilmember Larson stated she was not opposed to the amendments from Councilmember Robertson and asked if the public would be allowed to review the proposed amendments.

Mayor Sanders explained with amendments to motions, they happen on the floor and in real time. He reported the council could amend a motion at any time during a meeting but given the more lengthy language the council had to consider, Councilmember Robertson provided her amendments to staff for review and consideration. He stated this was in keeping with the council's process.

Councilmember Larson indicated she was hoping to further dialogue in worksession the proposed amendments from Councilmember Robertson. She expressed concern with the portion of the language that stated councilmembers could not speak regarding properties or to property owners that were proposed for change. She stated there were numerous properties in Blaine that were proposed for change and she was concerned about not having the ability to speak about properties or with property owners without approval.

Councilmember Robertson explained the intent with this language was to not have the council acting in staff's capacity. She indicated it was not the council's job to approach property owners regarding land sales. She commented on how the council's role was different than staff's role. She reported this language has nothing to do with campaigning or knocking on doors. Rather, it speaks to the defining roles of the council and staff.

Councilmember Larson suggested the last sentence be removed in order to remove some gray area.

Councilmember Robertson reported the amendment language was vetted with the city attorney and she would not be changing the language. Mr. Loonan explained taken in the context of the entire paragraph, councilmembers are not able to make representations on behalf of the city or city staff without authority. He reported council could still speak with individuals or property owners, but could not speak as a representative of the city or on behalf of city staff. He indicated conduct policies were difficult, but reiterated the intent of the entire paragraph was to ensure elected officials could not make representations on behalf of the city, unless they have been authorized by the body as a whole. He stated representations could be made as an individual or council candidate, but until the majority of the body provides direction, a councilmember could not make representation on the position of the entire city council.

Councilmember Larson thanked City Attorney Loonan for this clarification. She understood now that councilmembers could still speak to property owners and constituents but could not speak on behalf of the city without proper authority.

Councilmember Saroya was of the opinion the language was very unclear. She feared the language would create confusion. She asked if councilmembers would be able to represent their ward but not the entire council. Mr. Loonan explained councilmembers are allowed to represent their ward and the city, but with this language, councilmembers would not be allowed to speak on behalf of the city unless given authority. He reported councilmembers

would continue to have the ability to speak as an elected official, individual or a candidate, but could not speak on behalf of the city or Blaine City Council.

Councilmember Saroya commented on how important door knocking was for the community and if she could continue to door knock in Ward 1. Mr. Loonan explained Councilmember Saroya could continue to door knock and introduce herself as a councilmember. However, Councilmember Saroya could not speak to what Blaine will or will not do but rather could speak to what she would do to advocate for in the community.

Councilmember Massoglia requested the mayor call the question.

Moved by Councilmember Massoglia, seconded by Councilmember Fleming, to call the question.

Motion adopted unanimously.

Mayor Sanders asked that the council now vote on the amendments as proposed by Councilmember Robertson.

Motion adopted 6-1 (Councilmember Saroya opposed).

Councilmember Saroya questioned how the city defined personal attacks. She indicated she did not want the code of conduct to impact her ability to bring resident concerns to the city council. Mr. Loonan advised the code of conduct was not a legal standard or legal binding document. He indicated the code set rules for the Blaine elected officials on how they will conduct themselves. He stated if there was an allegation of the rules being broken it would have to be reviewed by the entire council body. He reported there was not a hard and fast rule.

Councilmember Saroya inquired what the consequences were of violating the code of conduct. Mr. Loonan stated generally speaking, councilmembers could be given an informal warning, an informal censure provision or a formal censure resolution could be enacted. He explained the council could not be removed from the council by the body themselves. Potentially the council could remove councilmembers from committees, but the most significant consequence would be the public censure that was adopted by the majority of the council.

Mayor Sanders requested the council vote on the main motion.

Motion adopted 6-1 (Councilmember Saroya opposed).

11.5. RES 24-52 Adopt Revised Rules of Order and Procedure
Sponsors: Michelle Wolfe, City Manager

Ms. Sorensen stated at the January 3, 2024 meeting, Councilmembers Massoglia and Fleming requested the topic of code of conduct and rules of order and procedure be added to a workshop to consider additional language presented by Councilmember

Massoglia. The current rules of order were reviewed and adopted in October 2023 and confirmed again at the first regular meeting in January 2024. Based on consensus from the February 5, 2024, workshop, attached is a draft of the proposed rules of order that incorporates the suggested amendments. Most were merged into rules of order while others were already included in the April 2023 draft code of conduct and will be considered as a separate item/motion. Adoption of the amended rules of order is by resolution.

Moved by Councilmember Newland, seconded by Councilmember Massoglia, to Adopt Revised Rules of Order and Procedure.

Councilmember Saroya requested clarification on the courtesy section. She questioned who determined whether a discussion or comment is disorderly. She feared the proposed language would limit the ability to have important discussions and the ability to be transparent with the community. While she understood respect and courtesy was important, so was discussing issues impacting the community. She wanted to make sure the city was not hiding behind courtesy as a way of preventing the city from talking about issues. Mr. Loonan explained this item addressed rules of order and procedure. He reported if the chair of the meeting deems someone is acting in a manner that was out of order, the chair can gavel them out of order. If this member or another member of the council feels this was wrong, the member can challenge the chair and a vote would be taken by the body.

Councilmember Fleming indicated she disagreed with Councilmember Saroya on this matter. She reported in the council chambers, making insinuations or accusations with no merit was completely wrong. She stated this was not fair to anyone and this was the matter at hand.

Councilmember Saroya clarified there was a basis because a KARE 11 news crew attended the council workshop meeting. She feared that the proposed rules of order and procedure would restrict free speech. She suggested bringing the attorney general in to review the proposed rules of order and procedure stating she would not be limited in her free speech.

Councilmember Newland called the question.

Moved by Councilmember Newland, seconded by Councilmember Massoglia, to call the question.

Motion adopted 6-1 (Councilmember Saroya opposed).

Motion adopted 6-1 (Councilmember Saroya opposed).

12. Other Business

Councilmembers Robertson and Massoglia requested a future workshop agenda discussion regarding limiting the number of tobacco licenses in Blaine and also reviewing the city's liquor licensing ordinances.

Councilmember Massoglia commented on the potential merger of NMTV with CCX. He supported

the city sending a letter to CCX regarding Blaine's interest in a potential merger.

Motion by Councilmember Massoglia, seconded by Councilmember Fleming, to suspend the rules to request staff direction regarding Blaine's interest in a potential merger with CCX.

Motion adopted unanimously.

Motion by Councilmember Massoglia, seconded by Councilmember Robertson, to direct staff to draft a letter to CCX regarding Blaine's interest in a potential merger with NMTV and request CCX's feedback on the proposal.

Motion adopted unanimously.

13. Adjournment

Moved by Councilmember Robertson, seconded by Councilmember Massoglia, to adjourn the meeting at 8:44PM.

Motion adopted unanimously.



City of Blaine

Staff Report

File Number: 2024-73

Agenda Date	Status
March 18, 2024	
In Control	File Type
City Council	Motion

Approval of Consent Agenda: - Jason Zimmerman, Finance Director

Agenda Item # 8.3

Motion to Approve Updated Engagement Letter with Baker Tilly for Municipal Advisor Services

Executive Summary

Baker Tilly has provided the City of Blaine with Municipal Advisor services for more than two decades. Prior to its 2019 merger with Baker Tilly, these services were provided under the business name of Springsted Incorporated. The scope of work provided includes assistance with the issuance of debt, arbitrage monitoring and rebate calculations as defined by the Internal Revenue Service, continuing disclosure compliance in accordance with the Securities and Exchange Commission's guidelines, and economic development services. Baker Tilly specializes in serving cities, towns, villages, counties, authorities, utilities, public school districts, and libraries, as well as economic development organizations.

Background

The current professional services agreement between Baker Tilly and The City of Blaine was dated June 21, 2016, although it appears to have never been formally approved by the City Council. The updated proposal provides a more simplified billing structure and clearly states the rates for the services provided. While the services agreement is comprehensive, it doesn't cover all circumstances which may require a sub-engagement, contingent on City Manager and/or City Council approval. Both Baker Tilly and the City of Blaine maintain the right to terminate the agreement, or any work being done under an individual scope appendix with advance written notice.

While other municipal advisory firms are available in the marketplace, staff have been satisfied with the performance of Baker Tilly and found keeping these wide-ranging services under the umbrella of one entity important for consistency. The longevity of the relationship has fostered a deep breadth of institutional knowledge, serving the city well in navigating complex financial activities.

Strategic Plan Relationship

Partnering with Baker Tilly for Municipal Advisor services provides fiscal sustainability and promotes economic development through objective analysis, planning, and creative solutions for varying city projects.

Board/Commission Review

N/A

Financial Impact

While the rate structure for hourly and arbitrage reporting services are increasing, continuing disclosure service fees are to be unchanged, and bond issuance charges are proposed to be calculated based on par amount and number of purposes. Comparisons of these fees are outlined below.

1. Bond Issue Fee - Comparison of the current and proposed fees for the City's last seven bond issues:

Issuance	Current Fee	Proposed Fee	Difference	% Change
2023A GO Imp & Utility & Equip	66,780	60,000	(6,780)	-10%
2022A GO Imp & Utility	44,590	52,500	7,910	18%
2021A GO Imp & Utility	35,990	37,500	1,510	4%
2020A GO Imp	27,315	30,000	2,685	10%
2019B GO CIP	21,225	25,000	3,775	18%
2019A GO Imp	27,135	30,000	2,865	11%
2018A GO Equipment	12,850	18,000	5,150	40%

2. Arbitrage - Proposed fees for first, second, and third calculations (previous cost was \$3,100 for each five-year calculation)

	First Calc	Second Calc	Third Calc
Year	Year 5	Year 10	Year 15
Year 1	2,500	1,750	1,750
Year 2	500	500	500
Year 3	500	500	500
Year 4	500	500	500
Year 5	500	500	500
Total	4,500	3,750	3,750

3. Hourly Rates - For housing/economic development and other pre-debt or non-debt issuance related services:

Classification	Current Fee	Proposed Fee
Principal	260	330
Director	Not Classified	300
Manager	215	260
Consultant	160	200
Support Specialist	75	150

4. There is no change in the annual Continuing Disclosure fees.

Public Outreach/Input

N/A

Staff Recommendation

By motion, approve the engagement letter with Baker Tilly and authorize the City Manager to sign the agreement.

Attachment List

1. City of Blaine Contract - Signed - 2016
2. City of Blaine Contract - Unsigned - 2024

AGREEMENT FOR MUNICIPAL ADVISOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement") is made as of the 21 day of June, 2016 (the "Effective Date"), by and between the City of Blaine, Minnesota ("Client") and Springsted Incorporated ("Advisor").

WHEREAS, the Client wishes to retain the services of the Advisor on the terms and conditions set forth herein, and the Advisor wishes to provide such services; and

NOW, THEREFORE, the parties hereto agree as follows:

1. Dodd-Frank Compliance. Springsted is a Municipal Advisor as defined in Section 15B of the Securities Exchange Act of 1934 and as amended by Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. For purposes of any Municipal Advisor Services rendered by Advisor, Springsted affirms that it is registered as a Municipal Advisor and in good standing with both the Securities and Exchange Commission (registration #867-00226) and the Municipal Securities Rulemaking Board (registration #K0457). The Advisor shall maintain such registration and compliance with applicable laws and regulations as they pertain to Municipal Advisors during the term of this Agreement.
2. Engagement; Duties. On the terms and conditions set forth herein, Client hereby engages Advisor as its Municipal Advisor. Advisor shall provide those services described in **Appendix A** to Client on an as-requested basis by Client; provided, however, that Advisor's obligations under this Agreement shall be expressly limited to such services. Notwithstanding the foregoing, if Client requests Advisor to provide services in connection with a particular municipal issuance-related matter and the parties agree that the services that will be required to be provided in connection therewith differ in scope from those services set forth on **Appendix A**, the parties shall negotiate a mutually agreeable set of services that will be provided by Advisor to Client. Upon the parties' agreement to a particular set of alternate services, Advisor shall deliver to Client an addendum to this Agreement (an "Addendum"). Any such Addendum shall set forth the scope of Advisor's engagement with respect to such municipal issuance-related matter, as well as any alterations to the terms of this Agreement that may have been agreed upon by the parties in connection with such alternate services.

Client authorizes its City Manager ("Client Representative") to discuss with Advisor the terms of any such Addendum, and authorizes Client Representative to consult with other Client staff or counsel in order to take any and all actions necessary to negotiate, receive, acknowledge or undertake any other step(s) necessary to effectuate any such Addendum on behalf of Client.

3. Compensation and Expenses. Client shall compensate the Advisor and be responsible for the payment of such expenses as set forth on, and in accordance with, **Appendix B** attached hereto. Unless otherwise noted in Appendix B, compensation shall be due to the Advisor within thirty (30) days of the invoice date. The fees set out herein shall be effective for the twelve (12) month period immediately following the Effective Date and shall extend to any service provided by the Advisor pursuant to this Agreement within said 12-month period. Thereafter, the Advisor's compensation shall be at the rates charged other similar clients as of the time a Debt Obligation is commenced.
4. Term and Termination. This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated by either party for any reason upon thirty (30) days prior written notice to the other party. Provided, however, that a termination of this Agreement shall not relieve Client of its obligations to pay Advisor for all services rendered and reimbursable expenses incurred prior to the effective date of termination.
5. Indemnification; Sole Remedy. The Client and the Advisor each hereby agree to indemnify, defend and hold the other harmless from and against any and all losses, claims, damages, expenses, including without limitation, reasonable attorney's fees, costs, liabilities, demands and cause of action (collectively referred to herein as "Damages") which the other may suffer or be subjected to as a consequence of any act, error, material misstatement or omission of the indemnifying party in connection with any information provided, or the performance or nonperformance of its obligations hereunder, less any payment for damages made to the indemnified party by a third party.

Notwithstanding the foregoing, no party hereto shall be liable to the other for Damages suffered by the other to the extent that those Damages are the consequence of: (a) events or conditions beyond the control of the indemnifying party, including without limitation, changes in economic conditions; (b) actions of the indemnifying party which were reasonable based on facts and circumstances existing at the time and known to the indemnifying party at the time the service was provided; or (c) errors made by the indemnifying party due to its reliance on facts and materials provided to the indemnifying party by the indemnified party.

Neither party shall be entitled to indemnification under this Agreement for Damages related to any service provided hereunder more than three years prior to the date on which a claim for indemnification is first asserted in writing and delivered to the party from which indemnification is asked.

Whenever the Client or the Advisor becomes aware of a claim with respect to which it may be entitled to indemnification hereunder, it shall promptly provide written notice to the other, which shall include a description of the nature of the claim. If the claim arises from a claim made against the indemnified party by a third party, the indemnifying party shall have the right, at its expense, to contest any such claim, to assume the defense thereof, to employ legal counsel in connection therewith, and to compromise or settle the same, provided that any compromise or settlement by the indemnifying party of such claim shall be deemed an admission of liability hereunder. The remedies set forth in this section shall be the sole remedies available to either party against the other in connection with any Damages suffered by it.

6. Confidentiality; Disclosure of Information.

6.1 Client Information. All information, files, records, memoranda and other data of the Client which the Client provides to the Advisor, or which the Advisor becomes aware of in the performance of its duties hereunder ("Client Information"), shall be deemed by the parties to be the property of the Client. Advisor may disclose Client Information to third parties in connection with the performance by it of its duties hereunder.

6.2 Advisor Information. The Client acknowledges that, in connection with the performance by the Advisor of its duties hereunder, the Client may become aware of internal files, records, memoranda and other data, including without limitation computer programs of the Advisor ("Advisor Information"). The Client acknowledges that all Advisor Information, except reports prepared by the Advisor for the Client, is confidential and proprietary to the Advisor, and Client agrees that it will not, directly or indirectly, disclose the same or any part thereof to any person or entity except upon the express written consent of the Advisor.

7. Conflicts of Interest. Client acknowledges that it has received those disclosures set forth and contained within **Appendix C** attached hereto and incorporated herein by reference. Client further acknowledges that it has been given the opportunity to raise questions and discuss the above-referenced matters with Advisor and that it fully appreciates the nature of these conflicts and corresponding disclosures. Client hereby waives such conflicts. In the event any conflict arises during the term of this Agreement, Advisor will promptly disclose the same. Upon receiving any additional disclosures, Client agrees that it will carefully consider any such conflicts, will seek independent advice if it determines it is appropriate, and will, in a writing executed by Client Representative, specifically acknowledge the conflict(s) and, so long as Client believes that Advisor is able to appropriately manage the above-referenced conflicts, authorize Advisor to proceed with the engagement.

8. Dispute Resolution. Upon any dispute under this Agreement, and for a period of 30 days following written notice of a claim or dispute, the senior management of the parties shall first attempt to resolve the dispute informally. If informal dispute resolution is unsuccessful, within 30 days thereafter, the parties shall submit the matter to non-binding mediation before a mutually agreed, certified, neutral third party mediator. If the parties cannot agree upon a mediator, the matter shall be submitted to the American Arbitration Association, Commercial Mediation Division, for selection of a mediator. The parties shall share the cost of the mediator and pay their own mediation expenses and attorney fees. If mediation is unsuccessful, the parties may pursue all available legal and equitable remedies.

9. Miscellaneous.

- 9.1 No Underwriting Participation. The Advisor shall not during the term of this Agreement directly or indirectly engage in the underwriting of any securities issuance.
- 9.2 Delegation of Duties. The Advisor shall not delegate its duties hereunder to any third party without the express written consent of the Client.
- 9.3 No Third Party Beneficiary. No third party shall have any rights or remedies under this Agreement.
- 9.4 Entire Contract; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior written or oral negotiations, understandings or agreements with respect hereto. This Agreement may be amended in whole or in part by mutual consent of the parties, and this Agreement shall not preclude the Client and the Advisor from entering into separate agreements for other projects.
- 9.5 Governing Law. The parties agree and acknowledge that any action brought for breach of this Agreement or to enforce any of its provisions shall be brought in the Circuit Court of Ramsey County, Minnesota. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- 9.6 Change in Laws or Regulations. The parties agree and acknowledge that changes in law or regulations issued by federal or state authorities may affect the terms of this Agreement. If there are any changes in law or regulations made after the date of this Agreement, the Client agrees to amend this Agreement if required, to maintain compliance with all applicable laws and regulations. Unless stated otherwise in this Agreement, Advisor may amend this agreement at any time by providing thirty (30) days advance written notice to Client. If no objection is made by the client within thirty (30) days following delivery of such notice, Advisor will assume Client's inactivity constitutes consent.
- 9.7 Severability. To the extent any provision of this Agreement shall be determined invalid or unenforceable, the invalid or unenforceable portion shall be deleted from this Agreement, and the validity and enforceability of the remainder shall be unaffected.
- 9.8 Notice. All notices required hereunder shall be in writing and shall be deemed to have been given when delivered, transmitted by first class, registered or certified mail, postage prepaid and addressed as follows:

If to the Client:

Blaine Economic Development Authority
10801 Town Square Drive NE
Blaine, MN 55449
Attention: Clark Arneson, City Manager

If to the Advisor, to:

Springsted Incorporated
380 Jackson Street, Suite 300
Saint Paul, MN 55101-2887
Attention: Managing Principal

The foregoing Agreement is hereby entered into on behalf of the respective parties by signature of the following persons each of whom is duly authorized to bind the parties indicated.

FOR CLIENT



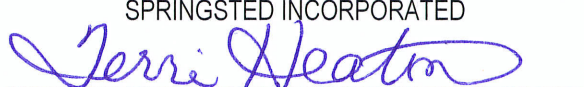
Clark Arneson

Print Name

City Manager

Title

SPRINGSTED INCORPORATED



Terri Heaton

Print Name

Senior Vice President

Title

APPENDIX A OF AGREEMENT BETWEEN

City of Blaine, Minnesota

AND

Springsted Incorporated

Effective as of June 21, 2016

SCOPE OF SERVICES

A. General Municipal Advisory Services

Unless otherwise agreed to by the parties, in connection with any request for services relative to any financial topic, new project concept planning or other financially related topic or project (each referred to herein as a "Project"), the Advisor shall perform the following services, as applicable:

1. Provide general financial advice relative to a Project.
2. Survey the resources available to determine the financial feasibility of a Project.
3. Assist in the development of a plan or plans for a particular Project that may be available and appropriate for such Project.
4. Recommend to the Client a plan for any Project.
5. Advise the Client on current market conditions, federal, state or other law considerations, and other general information and economic data that might be relevant to any Project.
6. Assist Client in coordinating the activities between various parties to any Project as needed.
7. Assist Client in selecting and, working with, members of a working group to procure services deemed necessary to a Project. Services that may be procured may include, but are not limited to: general counsel; special tax counsel; credit facilities; credit rating; and engineering or design services.
8. Assist with the review of all documents, including but not limited to any governing body resolutions, purchase agreement, and any other relevant documents.
9. Assist the Client with other components of a Project as requested and agreed upon.
10. Coordinate with the proper parties and oversee the completion of each Project.

B. Securities Issuance

Unless otherwise agreed to by the parties, in connection with any request for services relative to any new money issuance, refunding of a prior issuance or other financings (each referred to herein as a "Transaction"), the Advisor shall perform the following services, as applicable:

1. Provide general financial advice relative to any Transaction.
2. Survey the financial resources of the Client to determine its borrowing capacity and analyze existing debt structure as compared to the existing and projected sources of revenues.
3. Assist in the development of a plan or plans for the financing or refinancing of any improvements through the issuance of general bond obligations, loans and/or notes, school bonds, revenue or refunding bonds, or other type of financing alternatives that may be available and appropriate for the particular issuance ("Debt Obligations").

4. Recommend to the Client an amount, the maturity structure, call provisions, pricing, and other terms and conditions of the Debt Obligation.
5. Advise the Client on current market conditions, forthcoming bond, loans and note issues, federal, state or other tax law considerations, and other general information and economic data that might normally be expected to influence the interest rates of the financing.
6. Assist the Client in the analysis of and the selection of a credit rating firm or Firms for the Debt Obligation and further assist in the development and presentation of information to obtain a credit rating or credit ratings for the Debt Obligation.
7. Advise the Client on utilizing credit enhancement and provide assistance in seeking such credit enhancement if, in the opinion of the Advisor, such credit enhancements would be advantageous to the Client.
8. Assist Client in coordinating the financing activities between various parties to any Transaction as needed.
9. Assist Client in selecting and, working with, members of a working group to procure services deemed necessary to the issuance or post-issuance requirements of the Debt Obligation. Services that may be procured may include, but are not limited to: bond counsel; special tax counsel; disclosure counsel; trustee selection; paying agent selection; credit facilities; underwriter; and printing services.
10. Assist with the review of all financing documents, including but not limited to the preliminary and final offering statement, any governing body resolutions, purchase agreement, and any official notice of sale.
11. Communicate with potential underwriters or investors, as appropriate to any Transaction, to ensure that each is furnished with the information they need to render an independent, informed purchase or investment decision concerning the Client's proposed financing.
12. Coordinate with the proper parties and oversee the closing process so as to ensure the efficient delivery of the Debt Obligations to the applicable purchaser.

C. Arbitrage Monitoring Services

Upon receipt of written authorization by the Client to proceed, Advisor shall, based on information supplied by Client, make arbitrage calculations (to include for purposes of this document, rebate and yield reduction calculations) required by Section 148 of the Internal Revenue Service ("IRS") Code and related U.S. Treasury regulations with respect to specified Debt Obligations for the period of time designated for any such Debt Obligation. In carrying out its duties, the Advisor shall periodically, for each specified Debt Obligation:

1. Determine the yield on the applicable Debt Obligation;
2. Determine if spending exceptions have been met;
3. Determine the amount of any arbitrage payment due the IRS;
4. Notify Client and/or its designee of any liability amount;
5. Prepare for submission by Client the form/s with which to submit any payment amount due to the IRS at the appropriate intervals throughout the term of the engagement relative to each specified Debt Obligation;

Client agrees to timely provide the Advisor with accurate information concerning cash and investment activity within all funds relative to the subject Debt Obligations. The information to be provided shall include:

1. Deposits and withdrawals of proceeds or money from other sources within any funds subject to the IRS arbitrage rules;
2. Payments of principal and interest on the Debt Obligations; and
3. All investment activity including:
 - a) Date of purchase or acquisition;

- b) Purchase price of investments including any accrued interest;
 - c) Face amount and maturity date;
 - d) Stated rate of interest;
 - e) Interest payment dates;
 - f) Date of sale, transfer, or other disposition;
 - g) Sale or disposition price; and
 - h) Accrued interest due on the date of sale or disposition;
4. Any other information necessary for the Advisor to make the calculations required for the specified Debt Obligation.

D. Continuing Disclosure Services

Upon receipt of written authorization from the Client to proceed, Advisor shall, based on the information supplied thereby, assist Client in satisfying its obligations for specified Debt Obligations under any applicable continuing disclosure undertaking executed by and requiring the Client to provide certain financial information and operating data and timely notices of the occurrence of certain events determined to be significant to investors. Such assistance will include the following for each specified Debt Obligation:

1. Compile, as needed, and file an annual report according to the continuing disclosure undertaking (the "Undertaking") executed by Client pursuant to SEC Rule 15c2-12(b)(5) for the Debt Obligation(s) for submission by Client to the Municipal Securities Rulemaking Board (MSRB) and the State Information Depository (SID), as applicable. The annual report will generally include:
 - a) An annual audited financial statement to be prepared by Client's accountants.
 - b) Updates of certain specified operating and financial data if not included in the annual audited financial statement.
2. Monitor through periodic requests for information, the significant events listed in the Undertaking and assist, as necessary, in the drafting and filing of a significant event notice relative thereto.
3. Advisor will furnish a receipt of filing for any continuing disclosure filing made within 30 days after its submission to the MSRB.

Client agrees to provide the Advisor with accurate information with respect to compiling the annual report in a timely manner and to fully disclose to Advisor any significant events as they occur.

APPENDIX B OF AGREEMENT BETWEEN

City of Blaine, Minnesota

AND

Springsted Incorporated

Effective as of June 21, 2016

A. COMPENSATION FOR SERVICES RELATING TO CLIENT'S DEBT OBLIGATIONS

1. a. General obligation debt:
 - Base fee of \$7,500 for a bond issuance, plus
 - \$5 per \$1,000 for the first \$2,500,000 of bonds issued
 - \$1 per \$1,000 for amounts over \$2,500,000 of bonds issued
- b. The foregoing schedule shall include the Advisor's services through closing of a Debt Obligation. If the Advisor performs post-closing services relative to a Debt Obligation, it shall be compensated for such services at the hourly rates set out in paragraph B of this appendix.
- c. A single Debt Obligation with multiple financing plans is charged per plan with a discount of \$4,000 per plan applied after the first plan.
- d. Non ad valorem supported debt and advance refunding shall be compensated at 1.25 times the fee set out in paragraph 1.a. above.
- e. Debt Obligations dependent on successful referenda shall be compensated at 1.10 times the fee set out in paragraph 1.a. above.
- f. In the event it is necessary for the Advisor to repeat Debt Obligation services because of events beyond the Advisor's control, the Advisor shall be compensated for such repetitive services at the hourly rates set out in the foregoing paragraph B. of this Appendix. The Advisor shall not be entitled to compensation under this section for failed referenda unless otherwise provided by agreement between the Client and the Advisor.
- g. The Advisor's fees shall be payable as follows:
 - (i) For a Debt Obligation, fees shall be contingent upon closing of the Debt Obligation, except that if the Debt Obligation is awarded but cannot be closed by reason of an error, act or omission of the Client, the Advisor shall be paid the amount which it would have been due upon closing.
 - (ii) If an issuance does not close for a reason that is beyond the control of the Client and without fault of the Client, then the Advisor shall be compensated at one-half the amount which would have been due upon closing.
 - (iii) Fees for services provided in connection with a private placement are not contingent on the successful placement of the Debt Obligation.
 - (iv) If a Client Debt Obligation is abandoned for any reason and the Advisor is without fault for such abandonment, the Advisor shall be paid a fee in the amount that would have been due if the Advisor's services to the point of abandonment had been charged at the hourly rate set out in paragraph B. herein however not more than the fee had the Debt Obligation been issued. A Debt Obligation shall be deemed abandoned upon notice by the Client to the Advisor of abandonment or whenever the Client has taken no action with respect to the Debt Obligation within one year, whichever occurs first. Delay in the issuance of Debt Obligations resulting from failed authorization

referenda shall not constitute abandonment unless otherwise provided by agreement between the Client and the Advisor.

2. The Client shall be responsible for issuance expenses including, without exclusion of other expenses: (i) posting and distributing the Official Statement, (ii) legal fees, (iii) printing, (iv) delivery and settlement, (v) travel, (vi) rating fees, (vii) out-of-pocket Debt Obligation related expenses, and (viii) governmental and governmental agency fees and charges.

B. HOURLY RATES FOR NON-DEBT ISSUANCE RELATED SERVICES

Principal, Senior Officer	\$260
Senior Professional Staff	\$215
Professional Staff.....	\$160
Associates	\$ 75

C. ARBITRAGE AND REBATE MONITORING SERVICES

1. Fees for arbitrage services shall be as applied as follows:
 - a. \$1,500 per determination per Debt Obligation when such determinations are made annually as of the selected computation date of the applicable Debt Obligation's date of issuance, or
 - b. \$1,500 for the first year, plus \$400 for each additional year up to a five year period per determination for each Debt Obligation when such determinations are made for periods in excess of one year.
2. At such time as the original proceeds and investment earnings thereon are completely expended and only a non-commingled bona fide debt service fund remains, the Advisor will notify the Client if compliance with the arbitrage provisions can be accomplished through monitoring of the Debt Service fund. In the event such recommendation is made and it is accepted by the Client, the Advisor will perform monitoring activities for a fee of \$400 for annual monitoring or \$850 for monitoring at the close of every fifth bond year. If, for any determination period, monitoring reveals that the debt service fund is no longer bona fide and a rebate calculation must be performed, any charge for monitoring for that determination period will apply toward the applicable fee for rebate and arbitrage services.
3. If (i) separate information for each Debt Obligation is not provided, (ii) Advisor is required to perform allocations of investments among funds, or (iii) the Advisor is required to perform other analysis, additional compensation will be charged for such allocations/analyses at the hourly rates in paragraph B.

D. CONTINUING DISCLOSURE SERVICES

Report preparation and filing per type of obligation:

- a. Full disclosure report created by Advisor, \$1,300, plus \$200 each debt obligation
- b. Full or limited disclosure official statement with updated data that can be referenced, \$0, plus \$200 each debt obligation
- c. Full disclosure all operating data included within CAFR, \$600, plus \$200 each debt obligation
- d. Limited disclosure, \$600, plus \$200 each debt obligation

Client shall be responsible for county auditor certification fees, if required, and any legal fees incurred in connection with determining compliance with continuing disclosure certificates or interpretation of significant events or filing of the annual report.

E. EXPENSES AND HOURLY FEES

Amounts due the Advisor for expenses and services charged at hourly rates shall not be contingent.

APPENDIX C OF AGREEMENT BETWEEN

City of Blaine, Minnesota

AND

Springsted Incorporated

Effective as of June 21, 2016

CONFLICTS OF INTEREST

Contingent Fee. The fees to be paid by the Client to Springsted are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because Springsted may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Springsted may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. Springsted manages and mitigates this conflict primarily by adherence to the fiduciary duty which it owes to municipal entity clients which require it to put the interests of the Client ahead of its own and its duty of fair dealing that it owes to obligated person clients which require it to deal fairly with all persons.

Affiliated Entities and Subsidiaries. Springsted's wholly owned subsidiary, Springsted Investment Advisors Incorporated ("SIA") may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Springsted may act as solicitor for and recommend the use of SIA, but Client shall be under no obligation to retain SIA or to otherwise utilize SIA relative to Client's investments. The fees paid with respect to investments are based in part on the size of the issuance proceeds and Springsted may have incentive to recommend larger financings than would be in the Client's best interest. Springsted will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains SIA's services and adherence to Springsted's fiduciary duty and/or fair dealing obligations to the Client.

Springsted's wholly owned subsidiary, Waters & Company, Incorporated ("Waters"), may provide services to the Client in connection with human resources consulting, including, but not limited to, executive search and community survey services. In such instances, such services will be provided under a separate engagement, for an additional fee. Certain executives of the Client may have been hired after utilizing the services of Waters and may make decisions about whether to engage the services of Springsted. Notwithstanding the foregoing, Springsted may recommend the use of Waters, but Client shall be under no obligation to retain Waters or to otherwise utilize Waters relative to the Client's activities. Springsted will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship and adherence to Springsted's fiduciary duty to the Client.

No additional conflicts of interest have been identified by Springsted. To the extent any such material conflicts of interest arise after the date of this disclosure document, Springsted will provide information with respect to such conflicts in the form of a supplement to this disclosure.

LEGAL OR DISCIPLINARY EVENTS

Springsted is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the MSRB. As part of this registration Springsted is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Springsted. Pursuant to MSRB Rule G-42, Springsted is required to disclose any legal or disciplinary event that is material to the Client's evaluation of Springsted or the integrity of its management or advisory personnel. There are no criminal actions, regulatory

actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving Springsted. Copies of Springsted filings with the United States Securities and Exchange Commission ("SEC") can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Springsted Incorporated or for our CIK number which is 1613940.

Arbitrage Monitoring Services

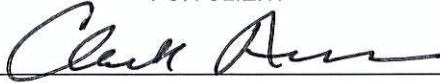
Authorization to Engage Services

Pursuant to the Agreement for Municipal Advisor Services ("Agreement") by and between the City of Blaine, Minnesota ("Client") and Springsted Incorporated ("Advisor") effective June 21, 2016, Client wishes to retain the services of the Advisor to provide arbitrage calculations required by Section 148 of the Internal Revenue Service Code and related U.S. Treasury regulations with respect to the following Debt Obligation(s):

Bond Issue	Closing Date	Frequency
\$8,050,000 General Obligation Capital Improvement Bonds, Series 2005A	12/20/2005	5th Year
\$5,215,000 General Obligation Tax Increment Refunding Bonds, Series 2006A	11/29/2006	5th Year
\$9,700,000 General Obligation Capital Improvement Plan Bonds, Series 2007A	11/28/2007	5th Year
\$6,255,000 General Obligation Water Utility Revenue Bonds, Series 2008A	6/17/2008	5th Year
\$4,140,000 General Obligation Improvement Bonds, Series 2008B	12/17/2008	5th Year
\$1,720,000 General Obligation Open Space Refunding Bonds, Series 2010A	8/5/2010	5th Year
\$485,000 General Obligation Equipment Certificates of Indebtedness, Series 2010B	11/10/2010	5th Year
\$1,555,000 General Obligation Equipment Certificates of Indebtedness, Series 2011A	11/16/2011	5th Year
\$1,970,000 General Obligation Improvement Bonds, Series 2012A	5/30/2012	5th Year
\$2,975,000 General Obligation Improvement Refunding Bonds, Series 2012B	5/30/2012	5th Year
\$4,900,000 General Obligation Capital Improvement Refunding Bonds, Series 2013A	5/30/2013	5th Year
\$3,245,000 General Obligation Bonds, Series 2014A	8/12/2014	5th Year
\$2,515,000 General Obligation Equipment Certificates of Indebtedness, Series 2014B	12/30/2014	5th Year

Acceptance:

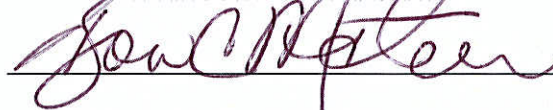
FOR CLIENT



Clark Arneson
Print Name

City Manager
Title

SPRINGSTED INCORPORATED



Bonnie Matson
Print Name

Principal
Title

Continuing Disclosure Services

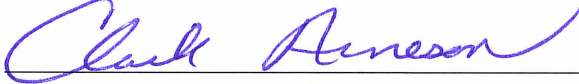
Authorization to Engage Services

Pursuant to the Agreement for Municipal Advisor Services ("Agreement") by and between the City of Blaine, Minnesota ("Client") and Springsted Incorporated ("Advisor") effective June 21, 2016, Client wishes to retain the services of the Advisor to provide continuing disclosure services required by Securities and Exchange Commission Rule 15c2-12(b)(5) for submissions to the Municipal Securities Rulemaking Board with respect to the following Debt Obligation(s):

- \$8,050,000 General Obligation Capital Improvement Bonds, Series 2005A
- \$5,215,000 General Obligation Tax Increment Refunding Bonds, Series 2006A
- \$9,700,000 General Obligation Capital Improvement Bonds, Series 2007A
- \$6,255,000 General Obligation Water Revenue Bonds, Series 2008A
- \$4,140,000 General Obligation Improvement Bonds, Series 2008B
- \$1,720,000 General Obligation Open Space Refunding Bonds, Series 2010A
- \$1,555,000 General Obligation Equipment Certificates of Indebtedness, Series 2011A
- \$1,970,000 General Obligation Improvement Bonds, Series 2012A
- \$2,975,000 General Obligation Improvement Refunding Bonds, Series 2012B
- \$4,900,000 General Obligation Capital Improvement Refunding Bonds, Series 2013A
- \$3,245,000 General Obligation Bonds, Series 2014A
- \$2,515,000 General Obligation Equipment Certificates of Indebtedness, Series 2014B

Acceptance:

FOR CLIENT



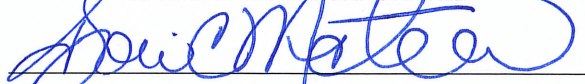
Clark Arneson

Print Name

City Manager

Title

SPRINGSTED INCORPORATED



Bonnie Matson

Print Name

Principal

Title

January 25, 2024

City of Blaine, Minnesota
Attn: Mr. Jason Zimmerman, Finance Director
10801 Town Square Drive NE
Blaine, MN 55449

RE: Engagement Letter Agreement Related to Services

This letter agreement (the Engagement Letter) is to confirm our understanding of the basis upon which Baker Tilly US, LLP (Baker Tilly) and its affiliates are being engaged by City of Blaine, Minnesota (the Client) to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Ownership of Intellectual Property

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge") (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

The supporting documentation for this engagement, including, but not limited to work papers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to required third parties, the Client hereby authorizes us to do so.

Timing and Fees

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Payment of professional fees is not contingent upon project completion by Client nor material timing changes in project completion. Professional fees provided according to the Scope Appendix are due within 30 days of being invoiced, regardless of project status. If necessary, monthly payment plan arrangements may be negotiated upon request.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way

arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

Other Matters

E-Verify Program

Baker Tilly participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal

Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Baker Tilly does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

Investments

Baker Tilly certifies that pursuant to I.C. 5-22-16.5 *et seq.* Baker Tilly is not now engaged in investment activities in Iran. Baker Tilly understands that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

Non-Discrimination

Pursuant to I.C. §22-9-1-10, Baker Tilly and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Engagement Letter, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of this Engagement Letter.

Baker Tilly certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and that Baker Tilly will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law. Baker Tilly further certifies that any affiliate or principal of Baker Tilly and any agent acting on behalf of Baker Tilly or on behalf of any affiliate or principal of Baker Tilly, except for de minimis and non-systematic violations, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law.

Anti-Nepotism

The Firm is aware of the provisions under I.C. 36-1-21 et seq. with respect to anti-nepotism in contractual relationships with governmental entities. The Firm is not aware of any relative (as defined in I.C. 36-1-21-3) of any elected official (as defined in I.C. 36-1-21-2) of the Client who is an owner or an employee of the Firm.

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the 'written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

All non-municipal advisory services provided hereunder shall be performed in accordance with the professional standards of the Baker Tilly affiliate that performs the services and may not create a fiduciary relationship between the Baker Tilly affiliate and the Client.

Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter, or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Important Disclosures

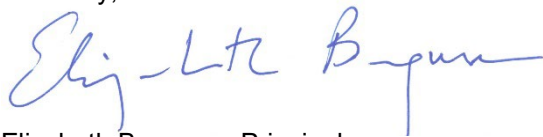
Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Sincerely,



Elizabeth Bergman, Principal

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

Attachment A

Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly and its affiliates, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Wealth Management, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Wealth Management, LLC ("BTWM"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTWM, but the Client shall be under no obligation to retain BTWM or to otherwise utilize BTWM relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTWM's services.

Baker Tilly Capital, LLC ("BTC") is a limited service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the offer or sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its affiliates. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or an affiliate or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by the Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BTMA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

RE: Municipal Advisory Services - Debt Issuance, Arbitrage, Continuing Disclosure

DATE: January 25, 2024

This Scope Appendix is attached by reference to the above-named engagement letter (the Engagement Letter) between the City of Blaine, Minnesota (the Client) and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly Municipal Advisors, LLC.

SCOPE OF WORK

Baker Tilly Municipal Advisors, LLC (BTMA) will perform the following services:

A. General Municipal Advisory Services

Unless otherwise agreed to by the parties, in connection with any request for services relative to any financial topic, new project concept planning or other financially related topic or project (each referred to herein as a Project), BTMA shall perform the following services, as applicable:

1. Provide general financial advice relative to a Project.
2. Survey the resources available to determine the financial feasibility of a Project.
3. Assist in the development of a plan including alternative approaches for a particular Project that may be available and appropriate for such Project.
4. Assist the Client in selecting an approach for a Project.
5. Advise the Client generally on current market conditions, financial impacts of federal, state or other laws, and other general information and economic data that might be relevant to a Project.
6. Assist Client, as requested, in identifying other professional services that may be necessary to a Project.
7. Assist Client in coordinating the activities of the working group for a Project as needed.
8. Assist with the review of documents provided that are relevant to the development of a plan and alternative approaches for a Project.
9. Assist the Client with other components of a Project as requested and agreed upon.

B. Securities Issuance

Unless otherwise agreed to by the parties, in connection with any request for services relative to any debt issuance including modifying or refunding of a prior issuance or other financings (each referred to herein as a "Transaction"), BTMA shall perform the following services, as applicable:

1. Develop a preliminary estimate of project costs and provide a financial feasibility to assist the Client in its determination of what type of financing is most suitable to meet the needs of the Client for the particular issuance ("Debt Obligation").
2. Assist the Client in determination of an appropriate method of sale for the Debt Obligation (e.g. competitive, negotiated, private placement.)
3. Provide for the Client's consideration an amount, the security, maturity structure, call provisions, estimated pricing, and other terms and conditions of the Debt Obligation.
4. Advise the Client on current market conditions, financial impacts of federal, state or other laws, and other general information and economic data that might normally be expected to influence the ability to borrow or interest rates of the Debt Obligation.

SCOPE APPENDIX to
Engagement Letter dated: January 25, 2024
Between City of Blaine, Minnesota and
Baker Tilly US, LLP

5. Assist the Client in the analysis of advisability of securing a credit rating, and the selection of a credit rating firm or firms for the Debt Obligation and further assist in the development and presentation of information to obtain a credit rating or credit ratings for the Debt Obligation.
6. Assist the Client in the analysis of utilizing credit enhancement and provide assistance in seeking such credit enhancement if such credit enhancements would be advantageous to the Client.
7. Assist Client in coordinating the financing activities between various parties to any Transaction as needed.
8. Assist Client in identifying other professional services that may be necessary for the issuance or post-issuance requirements of the Debt Obligation.
9. Assist the Client in connection with the preparation, composition, review and distribution of an offering document (e.g. Preliminary and Final Official Statement, Offering Circular, Term Sheet, or Private Placement Memorandum, as applicable) of the type and nature generally prepared in connection with the sale of municipal securities, which will disclose technical data, information and schedules relating to the Client, the project and the Debt Obligation.
10. Provide relevant information for and assist with the review of other primary financing documents, including but not limited to the relevant governing body issuance resolutions/ordinances, bond purchase agreement, closing documents, and official notice of sale.
11. Communicate with potential underwriters or investors, as appropriate to any Transaction, to ensure that each is furnished with information the Client has deemed to be material in order to render an independent, informed purchase or investment decision concerning the Client's proposed financing.
12. Facilitate the sale of Debt Obligations through receipt and analysis of bids in a competitive sale or analysis of pricing and terms offered by an underwriter or purchaser in a negotiated or private placement sale.
13. Coordinate with the proper parties to ensure the efficient delivery of the Debt Obligations to the applicable purchaser and receipt of proceeds.

C. Arbitrage Monitoring Services

BTMA shall, based on information supplied by Client, make arbitrage calculations (to include for purposes of this document, rebate and yield reduction calculations) required by Section 148 of the Internal Revenue Service (IRS) Code and related U.S. Treasury regulations with respect to specified Debt Obligations for the reporting period designated for any such Debt Obligation. Annually, BTMA will provide the Client with a listing of the specified Debt Obligations and the reporting period designated for any such Debt Obligation (an Authorization Listing) to confirm the scope of the ongoing arbitrage monitoring services. Exhibit A reflects the Authorization Listing as of the date of this Scope Appendix.

In carrying out its duties, BTMA shall periodically, for each specified Debt Obligation:

1. Determine the arbitrage yield limit on the applicable Debt Obligation;
2. Determine the amount of any arbitrage payment due the IRS while taking into consideration applicable exceptions;
3. Notify Client and/or its designee of any liability amount;
4. Prepare for submission by Client the form(s) with which to submit any payment amount due to the IRS at the appropriate intervals throughout the term of the engagement relative to each specified Debt Obligation.

SCOPE APPENDIX to
Engagement Letter dated: January 25, 2024
Between City of Blaine, Minnesota and
Baker Tilly US, LLP

Client agrees to timely provide BTMA with accurate information concerning cash and investment activity within all funds relative to the subject Debt Obligations. The information to be provided shall include:

1. Deposits and withdrawals of proceeds or money from other sources within any funds subject to the IRS arbitrage rules;
2. Payments of principal and interest on the Debt Obligations; and
3. All investment activity including:
 - a. Date of purchase or acquisition;
 - b. Purchase price of investments including any accrued interest;
 - c. Face amount and maturity date;
 - d. Stated rate of interest;
 - e. Interest payment dates;
 - f. Date of sale, transfer, or other disposition;
 - g. Sale or disposition price; and
 - h. Accrued interest due on the date of sale or disposition.
4. The Client will provide copies of Debt Obligation offering or legal documents, including, but not limited to, the official statement, the information return filed upon issuance (Form 8038 or 8038-G), the arbitrage certificate, verification report and the bond ordinance/trust indenture.
5. Any other information necessary for BTMA to make the calculations required for the specified Debt Obligation.

The Client is responsible for annually confirming the Authorization Listing and for notifying BTMA of any of the following:

- > additional or subsequent Debt Obligations that would require arbitrage monitoring services;
- > redemptions/refundings of Debt Obligations that would affect the reporting period designated in the most recent Authorization Listing.

Our engagement will not include verifying that: proceeds were used for purpose expenditures; investments were purchased at market price; no amounts were paid to any party in order to reduce the yield on any investment; the Debt Obligation was appropriately structured or qualified as a tax-exempt offering; or information provided to us is complete and accurate.

During the performance of these procedures, it may become necessary for us to consult with your bond counsel and/or obtain information from them concerning interpretations of the above information as affected by applicable sections of the Internal Revenue Code. We will consult with you before any such action is initiated.

Subsequent changes in official interpretations of the tax law may require or permit revision of calculations by requiring or permitting a different methodology for the calculation of arbitrage rebate and yield reduction. We will be under no obligation to update our report for any events occurring, or data or information coming to our attention, subsequent to the issuance of our report.

Calculation and payment of any arbitrage rebate liability and yield reduction payment due is the responsibility of the Client. As such, management has the primary responsibility for the arbitrage rebate and/or yield reduction payment return which the Client may be required to file. You should review the report and calculations carefully upon receipt.

D. Continuing Disclosure Services

BTMA will commence continuing disclosure services for debt obligations as set forth in any continuing disclosure undertaking for the debt obligations that the Client will execute upon settlement. Annually, BTMA will check in with the Client to confirm the engagement for the next annual reporting period.

In carrying out its duties, BTMA shall do the following:

1. Preparation and filing of annual reporting.

The Client will provide BTMA with a copy of each executed Continuing Disclosure Undertaking (CDU) including master and supplemental CDUs if any.

BTMA will:

- a. Identify the Client's reporting obligations, compile and prepare, as needed, any necessary operating data, and file any required annual report and financial statements, including the audit as provided for in each CDU for the reporting period;
- b. Provide to the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Market Access System ("EMMA"), the annual information required under each respective CDU; and
- c. Provide additional reporting to purchasers, as set forth in Debt Obligation documents or private agreements:

2. Assistance filing reportable events on EMMA

Upon notification of one of the events listed as set forth in each CDU (collectively, Reportable Events), BTMA will assist the Client with filing any Reportable Events. Most Reportable Events are required by the Rule to be filed within ten business days of the occurrence of such event. Client will notify BTMA as soon as possible when they believe a reportable event has or may have occurred to enable BTMA to file a timely notice on EMMA. It is the Client's sole responsibility to notify BTMA of the potential occurrence of a Reportable Event.

3. Five-year Compliance Check

At the time any Debt Obligations subject to the Rule are issued, the Client must disclose in its official statement any instances in the past five years it failed to comply, in all material respects, with any previous undertakings for Debt Obligations which were subject to the Rule. BTMA will:

- a. Compile reporting requirements for any Debt Obligations that were outstanding during the five-year period and assess all financial data, operating data, and reportable event filings made for each applicable debt obligation. If necessary, at the time that BTMA conducts services annually under Item 1, BTMA will update the five-year compliance check.
- b. If a deficiency is found and the debt obligation(s) remain outstanding at the time of BTMA's compliance check, BTMA will prepare any necessary reporting or notices to meet the CDU obligations. BTMA will provide the Client with documentation that the EMMA filing has been completed.

Client agrees to provide BTMA with the audit and accurate information with respect to compiling the annual report in a timely manner and to fully disclose to BTMA any Reportable Events as they occur.

4. EMMA Issuer Homepage (Upon request. Hourly rates will apply.)

BTMA will assist the Client on the creation of an Issuer Homepage on EMMA where Client and related entity filings may be shown. The Client will have the option to review the Homepage and provide additional information related to the Client.

5. Other post issuance services (Upon Request. Hourly rates will apply.)

If requested, BTMA will provide to the Client other post issuance services including, but not limited to, consultation related to disclosure operating procedures, post issuance policies and procedures, and debt management.

E. Housing and Economic Development Services

1. Preparation of preliminary tax increment or tax abatement revenues projections for proposed new project. Estimation of future values and tax increments for a targeted area. Forecast the projected tax increment revenues to be generated over the life of the district based on those assumptions. Estimated range of available revenues based on valuations.
2. Assist Client with establishment of tax increment financing (TIF) district including drafting of TIF Plan and required notifications, presentations and attendance at workshops and/or public hearings, etc.
3. Assist Client with the creation of tax abatement, identification of tax abatement properties, drafting of required notice(s) and supporting documentation, presentations and attendance at workshops and/or public hearings, etc.
4. Assist Client with incentive portfolio development and potential for availability of financing tools including review of federal, state, and local tax credits and incentives available.
5. Assist Client with financial needs (But-For) analysis through review of developer information and determination on the reasonableness of assumptions. In certain cases, suggest alternative assumptions and provide sensitivity analysis, as necessary.
6. Assist Client with completion of rate of return calculation including Cash-on-Cash Return and Internal Rate of Return. Assist Client with defining appropriate level of assistance based on developer's rates of return comparing developer rate of return to the "market" return for similar projects, commenting on reasonableness of return considering type of project, current market and developer at risk equity.
7. Assist Client with negotiating public assistance agreements with developers.
8. Provide financial feasibility review to assist Client with assessment of the sufficiency of tax increment/tax abatement and other available revenues to support total project costs based on developer-provided total development costs and project assumptions. As necessary, suggest alternative assumptions and provide sensitivity analysis to assess sufficiency of tax increment or tax abatement revenues to support costs with considerations for timing of financing needs to provide financial support. Prepare cash flow analysis based on sensitivity analysis.
9. Provide background developer reviews to assist Client with learning more about prospective developers by performing in-depth business credit analyses, evaluating market conditions, assessing proposed business plans, and checking credentials and references.
10. Preparation of tax increment financing (TIF) management program to assist Client with analysis of existing TIF districts that includes an overview of current district status, preparation of cash flow analysis, suggestions for ongoing administrative goals, and recommendations for future opportunities or required compliance items.

**SCOPE APPENDIX to
Engagement Letter dated: January 25, 2024
Between City of Blaine, Minnesota and
Baker Tilly US, LLP**

11. Preparation of annual reports to assist Client with meeting annual compliance requirements and filing submission deadlines.
12. Assist Client with estimation of economic impacts of proposed developments including cost-benefit and/or net benefit analysis.
13. Assist Client with other components of a housing and economic development project as requested and agreed upon.

SCOPE APPENDIX to
Engagement Letter dated: January 25, 2024
Between City of Blaine, Minnesota and
Baker Tilly US, LLP

COMPENSATION AND INVOICING

A. Compensation for services relating to debt obligations

1. Fees for Services

a) General obligation debt:

	<u>Par Amount</u>		<u>Base Fee</u>	<u>Additional</u>		<u>Total Par</u>	<u>Total Fee</u>
				<u>Purposes Fee</u>			
Tier 1	-	to 2,999,999.99	\$ 18,000	\$ 5,000	Total Par of all purposes		Base Fee + \$5,000 for each add'l purpose
Tier 2	3,000,000.00	to 4,999,999.99	\$ 25,000	\$ 5,000	Total Par of all purposes		Base Fee + \$5,000 for each add'l purpose
Tier 3	5,000,000.00	to 9,999,999.99	\$ 30,000	\$ 7,500	Total Par of all purposes		Base Fee + \$7,500 for each add'l purpose
Tier 4	10,000,000.00	to 24,999,999.99	\$ 45,000	\$ 7,500	Total Par of all purposes		Base Fee + \$7,500 for each add'l purpose
Tier 5	25,000,000.00	to 49,999,999.99	\$ 65,000	\$ 10,000	Total Par of all purposes		Base Fee + \$10,000 for each add'l purpose
Tier 6	50,000,000.00	to 74,999,999.99	\$ 75,000	\$ 10,000	Total Par of all purposes		Base Fee + \$10,000 for each add'l purpose
Tier 7	75,000,000.00	to 99,999,999.99	\$ 100,000	\$ 10,000	Total Par of all purposes		Base Fee + \$10,000 for each add'l purpose

- b) The foregoing schedule shall apply to the total Par amount as indicated in the Preliminary Official Statement or Terms of Offering.
- c) The foregoing schedule shall include BTMA's services through closing of a Debt Obligation. If BTMA performs post-closing services relative to a Debt Obligation, it shall be compensated for such services at the hourly rates set out in Section B herein.
- d) Non ad valorem supported debt and advance refundings, shall be compensated at 1.35 times the fee set out in paragraph 1.a. above.
- e) Debt Obligations dependent on successful referenda, including GO sales tax revenue, shall be compensated at 1.25 times the fee set out in paragraph 1.a. above.
- f) In the event it is necessary for BTMA to repeat Debt Obligation services because of events beyond BTMA's control, BTMA shall be compensated for such repetitive services at the hourly rates set in paragraph B herein. BTMA shall not be entitled to compensation under this section for failed referenda unless otherwise provided by agreement between the Client and BTMA.
- g) Fee schedule and billing rates are subject to change periodically due to changing requirements and economic conditions. Baker Tilly will notify Client thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.
- h) BTMA's fees shall be payable as follows:
 - (1) Except as specified elsewhere in this section, for a Debt Obligation, fees are due upon closing of the Debt Obligation, except that if the Debt Obligation is awarded but cannot be closed by reason of an error, act or omission of the Client, BTMA shall be paid the amount which it would have been due upon closing.
 - (2) If an issuance is awarded and does not close for a reason that is beyond the control of the Client and without fault of the Client, then BTMA shall be compensated at one-half the amount which would have been due upon closing.
 - (3) If a Client Debt Obligation is abandoned for any reason and BTMA is without fault for such abandonment, BTMA shall be paid a fee in the amount that would have been due if BTMA's services to the point of abandonment had been charged at the hourly rate set out in paragraph B herein however not more than the fee had the Debt Obligation been issued. A Debt Obligation shall be deemed abandoned upon notice by the Client to BTMA of abandonment or whenever the Client has taken no action with respect to the Debt Obligation for one year, whichever occurs first. Delay in the issuance of Debt Obligations resulting from failed authorization referenda shall not constitute abandonment unless otherwise provided by agreement between the Client and BTMA.
 - (4) Fees for services provided in connection with a private placement are not contingent on the successful placement of the Debt Obligation.

SCOPE APPENDIX to
Engagement Letter dated: January 25, 2024
Between City of Blaine, Minnesota and
Baker Tilly US, LLP

The Client shall be responsible for issuance expenses including, without exclusion of other expenses: (i) posting and distributing the Official Statement, (ii) legal fees, (iii) printing, (iv) delivery and settlement, (v) travel, (vi) rating fees, (vii) out-of-pocket Debt Obligation related expenses, and (viii) governmental and governmental agency fees and charges.

2. Compensation and invoicing for arbitrage services

Fees for services set forth in the Scope Appendix will be applied as follows per determination for each Debt Obligation:

- a) Initial determination for a Debt Obligation: \$2,500 for the first year, plus \$500 for each additional year up to a five-year period when such determinations are made for periods in excess of one year.
- b) Subsequent determination for a Debt Obligation: \$1,750 for one year, plus \$500 for each additional year when such determinations are made for periods in excess of one year.
- c) Preparation of Form 8038-T: \$500
- d) If BTMA is required to perform allocations of investments among funds and/or Debt Obligations, additional compensation will be charged at the standard hourly rates in place at the time services are provided.

3. Hourly rates for housing/economic development and other pre-debt or non-debt issuance related services

Standard Hourly Rates by Job Classification
2024

Principal	\$330
Director	\$300
Manager	\$260
Consultant	\$200
Support, municipal bond disclosure specialist	\$150
Intern	\$110

Billing rates are subject to change periodically due to changing requirements and economic conditions. Baker Tilly will notify Client thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.

The above hourly fees shall include all expenses incurred by BTMA with the exception of expenses incurred for mileage which will be billed on a separate line item. No such expenses will be incurred without the prior authorization of the Client. Hourly projects that are active as of the date of this contract, will transition to the new hourly rates herein on March 1, 2024.

4. Compensation for continuing disclosure services

Fees for continuing disclosure services include the following:

- a) Full Disclosure - An annual report is required to be prepared by BTMA:
 - (i) A fee of \$1,300.00 will be applied to each separate type of debt report required (i.e., general obligation, revenue, etc.); plus
 - (ii) A fee of \$200.00 per debt obligation.
- b) Full Disclosure – The Client’s audited financial statements contain some or all of the required financial and operating data:
 - (i) A fee of \$600.00; plus
 - (ii) A fee of \$200.00 per debt obligation.
- c) Full Disclosure – A Final Official Statement previously filed on EMMA can be referenced as containing all the required financial and operating data:
 - (i) A fee of \$200.00 per debt obligation.
- d) Limited Disclosure
 - (i) A fee of \$600.00; plus
 - (ii) A fee of \$200.00 per debt obligation.

In addition to the above, Client shall be responsible for any county auditor certificate fees incurred for the preparation of an annual report.

5. Expenses and Hourly Fees

Amounts due BTMA for expenses and services charged at hourly rates shall not be contingent.

BILLING PROCEDURES

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

**SCOPE APPENDIX to
Engagement Letter dated: January 25, 2024
Between City of Blaine, Minnesota and
Baker Tilly US, LLP**

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

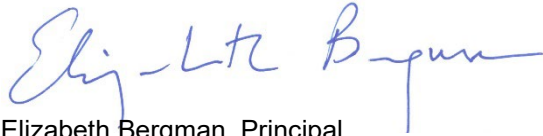
We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

Notwithstanding termination provisions contained in the Engagement Letter, this Scope Appendix is intended to be ongoing and applicable individually to specific services including financings, arbitrage computations, and/or continuing disclosure engagement, (Sub-engagements) as if they are the sole subject of the Scope Appendix. As such, termination may occur for a specific Sub-engagement without terminating the Scope Appendix itself. On termination of a Sub-engagement or the Scope Appendix, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Sub-engagement performed under this Scope Appendix will terminate 60 days after completion of the services for such Sub-engagement.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,



Elizabeth Bergman, Principal

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

SCOPE APPENDIX to
Engagement Letter dated: January 25, 2024
Between City of Blaine, Minnesota and
Baker Tilly US, LLP

Exhibit A

Arbitrage Monitoring Services

Authorization to Engage Services (Authorization Listing)

This Authorization Listing is pursuant to the Arbitrage Monitoring Services Scope Appendix (Scope Appendix) dated January 25, 2024 by and between the City of Blaine, MN (Client) and Baker Tilly Municipal Advisors (BTMA). BTMA will provide the services outlined in the Scope Appendix with respect to the following Debt Obligation(s) unless written notification is provided to BTMA that the Client will not require these services within 30 days of receipt of this Authorization Listing:

Bond Issue	Closing Date	Frequency
\$1,970,000 General Obligation Improvement Bonds, Series 2012A	5/30/2012	5th Year
\$4,900,000 General Obligation Capital Improvement Refunding Bonds, Series 2013A	5/30/2013	5th Year
\$3,245,000 General Obligation Bonds, Series 2014A	8/12/2014	5th Year
\$10,195,000 General Obligation Bonds, Series 2016A	8/17/2016	5th Year
\$2,390,000 General Obligation Water Revenue Refunding Bonds, Series 2017B	12/5/2017	5th Year
\$1,070,000 General Obligation Equipment Certificates of Indebtedness, Series 2018A	6/28/2018	5th Year
\$30,105,000 General Obligation Water Revenue Bonds, Series 2018B	8/15/2018	5th Year
\$9,635,000 General Obligation Improvement Bonds, Series 2019A	6/19/2019	5th Year
\$3,725,000 General Obligation Capital Improvement Plan Bonds, Series 2019B	9/4/2019	5th Year
\$9,815,000 General Obligation Improvement Bonds, Series 2020A	11/19/2020	5th Year
\$9,510,000 General Obligation Improvement and Street Reconstruction Bonds, Series 2021A	5/20/2021	5th Year
\$13,590,000 General Obligation Improvement and Utility Revenue Bonds, Series 2022A	12/8/2022	5th Year
\$22,280,000 General Obligation Improvement, Utility and Equipment Bonds, Series 2023A	12/21/2023	5th Year



City of Blaine Staff Report

File Number: RES 24-56

Agenda Date	Status
March 18, 2024	
In Control	File Type
City Council	Resolution

Approval of Consent Agenda: - Jason Zimmerman, Finance Director

Agenda Item # 8.4

Resolution to Approve Purchases from the SBM Fire Capital Fund and Associated Budget Amendments

Executive Summary

The SBM Fire Department is requesting the purchase of personal protective equipment (PPE), uniforms, and two new squad vehicles. These purchases are proposed to be funded through the SBM Capital Improvement Fund that the City of Blaine manages on behalf of SBM Fire and its member cities.

Background

On January 30, 2024, SBM Fire Chief Dan Retka provided the attached memorandum to the City Managers/Administrators of Blaine, Mounds View, and Spring Lake Park which outlined his request to utilize the SBM Capital Improvement Fund the City of Blaine manages for the items identified below. Traditionally, SBM Fire will enter into agreements and provide payment directly to vendors, with Blaine providing reimbursement for these costs upon request with supporting invoices. The items being requested were not previously contemplated by council, necessitating the request for approval to purchase and associated budget amendments.

Item	Proposed CIP Project Number	Amount
Personal Protective Equipment	E2433	150,000
Uniforms	E2434	50,000
Squad Vehicles (2)	E2435	140,000
Total		340,000

Strategic Plan Relationship

These purchases ensure that the SBM Fire Department has the needed equipment and resources to continue providing exceptional public safety services with the highest degree of professionalism, transparency, and accountability.

Board/Commission Review

N/A

Financial Impact

The Minnesota Legislature signed into law a Public Safety Aid in the 2023 Omnibus Tax Bill. This bill provided \$300 million to townships, cities, counties, and tribal governments for public safety purposes. The Public Safety Funds Spending Plan was presented at the City Council Workshop on September 25, 2023, item 2023-443, which indicated each member city of the SBM Fire Department would contribute 30% of their funding for future capital improvements. These funds, along with each community's annual capital contribution, are accounted for in Fund 411 of Blaine's financial system.

Community	30% Contributed
Blaine	931,819
Mounds View	172,411
Spring Lake Park	99,038
Total	1,203,268

Public Outreach/Input

N/A

Staff Recommendation

By motion, adopt the resolution authorizing the purchase of items by SBM Fire and associated budget amendments.

Attachment List

1. SBM Public Safety Funds Request January 30 2024



City of Blaine

Signature Copy

Resolution: RES 24-56

Resolution to Approve Purchases from the SBM Fire Capital Fund and Associated Budget Amendments

WHEREAS, the Minnesota Legislature signed into law a one-time Public Safety Aid that was included within the 2023 Omnibus Tax Bill; and

WHEREAS, the City of Blaine City Council was presented a spending plan for the Public Safety Aid at the September 25, 2023, City Council Workshop; and

WHEREAS, the proposed plan earmarked 30% of the Public Safety Aid to the SBM Fire Department Fund for future capital improvements contingent upon Mounds View and Spring Lake Park committing the same percentage; and

WHEREAS, Mounds View and Spring Lake Park have agreed to commit 30% of their Public Safety Aid for future SBM Capital Improvements; and

WHEREAS, on January 30, 2024, SBM provided a memo to member cities requesting authority to purchase personal protective equipment (PPE), uniforms, and two new squad vehicles utilizing the available Public Safety Aid.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine, Anoka and Ramsey County, Minnesota the following expenditure increase to the 2024 budget:

SBM Capital Improvements (411)	Amount
Capital Equipment - Other Equipment 411.40.480.481-4580 (E2433)	\$150,000
Capital Equipment - Other Equipment 411.40.480.481-4580 (E2434)	\$50,000
Capital Equipment - Motor Vehicles 411.40.480.481-4550 (E2435)	\$140,000

PASSED by the City Council of the City of Blaine 18th day of March 2024.

Fire Department Memorandum

To: Michelle Wolfe, Blaine City Manager
Nyle Zikmund, Mounds View City Administrator
Dan Buchholtz, Spring Lake Park City Administrator

From: Dan Retka, Fire Chief

Re: Public Safety Money

Date: January 30, 2024

This memo is intended to serve as a request to spend allocated Public Safety Funds on immediate department needs. It's our intent to ensure that these funds are not used to fund operational expenses that may affect future Operational Budgets.

The cities of Spring Lake Park, Blaine, Mounds View committed 30% of the Public Safety Money provided by the state to each city to be used for Public Safety needs. SBM staff identified where the funds would best be used to fill needs associated with the staffing increase.

Firefighter Safety continues to be the number one priority we have. The Personal Protective Equipment (PPE) price has increased by nearly 3 times since 2022. The current lead time for new gear is 6-8 months. We are in need of 25 more sets of gear ASAP to ensure all of our responders have proper PPE.

\$150,000

In 2023 SBM began replacing old worn-out uniforms that are to be worn while on shift and or while performing community education / events. Its important to provide matching uniforms for our crews to ensure good moral, and image in the community. Combined with the new uniforms, SBM Staff will be commissioning a rebranding of our logo / patch. It has been nearly 40 years since the last rebrand.

\$50,000

With the change to Duty Crew in 2024, our Battalion Chiefs are required to respond to several call types with their assigned squads. The last 5 squads were purchased used due to lack of inventory and limited budget. SBM is requesting authorization to purchase 2 new squads.

\$140,000

Total request \$340,000 to be spent from public safety funds with the remainder of funds to stay in the SBM Capital Improvement Fund.



City of Blaine Staff Report

File Number: RES 24-57

Agenda Date	Status
March 18, 2024	
In Control	File Type
City Council	Resolution

Approval of Consent Agenda: - Jason Zimmerman, Finance Director

Agenda Item # 8.5

Resolution Designating Additional Financial Security Dealers for City Funds in 2024

Executive Summary

The Finance Department is requesting the addition of Moreton Capital Markets for city brokerage services. The inclusion of this broker/dealer will increase the availability of statutory allowed investment offerings for the city to consider purchasing. With 36 years of experience working exclusively with Minnesota municipalities, the broker representing Moreton Capital Markets has extensive knowledge of Minnesota investment rules and regulations. Moreton Capital Markets also maintains industry-leading reporting tools that will enhance the city's ability to invest funds while focusing on safety, liquidity, and interest income.

Background

Annually, the City Council designates depositories and investment brokerages in accordance with Minnesota State Statute 118A.02. All deposits and investments must meet strict criteria established in Minnesota law for the safekeeping of public funds while also adhering to the City's investment policy. Additional financial institutions may be designated as a depository and/or investment brokerage by the City Council at any meeting during the year. The Minnesota State Auditor offered a Statement of Position in 2013 that recommended government entities designate a depository on either an annual or biennial basis. However, there is no current law or mandate to do so. Staff prefers to make this designation annually as part of the City's stewardship of public funds.

Prior to placing investments with each of the City's assigned broker/dealers, it is required that the City obtain a Broker Certification in a form determined by the State Auditor which acknowledges the broker's receipt of the City's investment policy and includes a provision that all future investments are to be made in accordance with Minnesota Statutes. If the investments are considered bank deposits (Certificates of Deposit, Savings and or Checking accounts), collateral shall be pledged by the institution for any amounts exceeding FDIC insurance coverage.

Strategic Plan Relationship

Compliance with statutes governing the deposit and investment of City funds contributes to the financial stability of the City.

Board/Commission Review

N/A

Financial Impact

The City currently incurs approximately \$85,000 in banking and investment advisory fees annually, with the majority of those costs related to an investment advisory agreement with PFM Assessment Management. The addition of another broker will reduce the city's reliance on the asset management agreement and ultimately decrease this expense over time as this task is transitioned to City staff.

Public Outreach/Input

N/A

Staff Recommendation

Adopt the resolution herein designating the official depositories and investment brokerages for City funds in 2024

Attachment List

1. MN OSA Statement of Position Deposits of Public Funds



City of Blaine

Signature Copy

Resolution: RES 24-57

Resolution Designating Additional Financial Security Dealers for City Funds in 2024

WHEREAS, annually, the City Council is required to designate depositories of City funds in accordance with Minnesota State Statute 118A.02; and

WHEREAS, the City Council, by resolution 24-6 adopted on the 3rd day of January 2024, designated certain banking and investment brokerages of City funds; and

WHEREAS, the City Finance Director has requested an additional financial security dealer be added to the authorized list for 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Blaine hereby designates the following depositories and financial institutions:

21st Century Bank

US Bank

PFM Asset Management

Moreton Capital Markets, LLC

BE IT FURTHER RESOLVED that these depository designations are effective for 2024.

PASSED by the City Council of the City of Blaine this 18th day of March 2024.



REBECCA OTTO
STATE AUDITOR

STATE OF MINNESOTA

OFFICE OF THE STATE AUDITOR

SUITE 500
525 PARK STREET
SAINT PAUL, MN 55103-2139

(651) 296-2551 (Voice)
(651) 296-4755 (Fax)
state.auditor@osa.state.mn.us (E-mail)
1-800-627-3529 (Relay Service)

Statement of Position Deposits of Public Funds (Depositories and Collateral)

State law limits where and how public funds may be deposited. Compliance with state and federal laws is a basic component of protecting the public funds that have been entrusted to government entities.

Designation of Depository

Minnesota law requires the governing body of each government entity to designate one or more financial institutions as a depository for its public funds.¹ The governing body is responsible for deciding where public funds will be deposited. Most government entities designate a depository on either an annual or biennial basis. The designation of a depository occurs at a public meeting.

Minnesota law also permits a governing body to authorize its treasurer or chief financial officer to designate depositories of funds. For public entities that delegate this authority, we recommend that the designation take place on an annual or biennial basis. Further, we recommend that designation of individual depositories be documented. The document can be in the form of a report to the governing board, a letter to the depository or simply a dated memorandum in the government entity's depository file.

Financial institutions eligible to receive public deposits include savings associations, commercial banks, trust companies, credit unions and industrial loan and thrift companies.² Not included in this list are securities broker-dealers or their affiliates.

As part of their stewardship of public funds, we recommend that government entities periodically (annually or biennially) re-examine and re-evaluate the banks and credit unions into which they place public funds. By leaving money in the same depository year after year and failing to designate a depository on a periodic basis, public entities may lose out on the competition many depositories are willing to undertake for the opportunity to receive public funds. They also neglect their duty to periodically evaluate the soundness of their selected financial institutions.

¹ See Minn. Stat. § 118A.02, subd. 1.

² Minn. Stat. § 118A.01, subd. 3.

Reviewed: December 2013
Revised: December 2013

2007-1012

This Statement of Position is not legal advice and is subject to revision.

An Equal Opportunity Employer

Collateral

Collateral represents protection for public funds in the event of a bank failure. All public funds on deposit in a bank or credit union must be protected by deposit insurance, a corporate surety bond or pledged collateral. Most institutions choose to pledge collateral for amounts not covered by the deposit insurance. The process involves the depository placing securities it owns within an account in the trust department of a commercial bank or a restricted account at the Federal Reserve, and pledging these securities to the government entity. If the depository fails, the government entity can take the securities pledged to make up for any loss to its deposited funds.³

Most compliance problems occur when the public entity fails to:

- Obtain a proper assignment,
- Obtain the proper kind of collateral,
- Obtain the proper amount of collateral, or to otherwise comply with the Federal Financial Institutions Reform, Recovery and Enforcement Act (FIRREA).⁴

Permissible Collateral

State law defines the types of collateral that a financial institution may pledge for public deposits.⁵ These types of collateral include:

- United States Government Treasury issues;
- Issues of United States Government Agencies and Instrumentalities;
- Obligations of state and local governments;
- Time Deposits fully insured by the Federal Deposit Insurance Company (FDIC) or any federal agency; and
- Irrevocable standby letters of credit issued by federal home loan banks.

These very safe forms of collateral are necessary because, in the event of a failure of the depository, the government entity may need to obtain funds quickly to cover operating expenses.

All of these allowable forms of collateral must meet certain additional requirements. The public depositor should review Minn. Stat. § 118A.03, subd. 2, to determine whether the collateral being pledged meets the statutory requirements for “collateral.”

³ See Minn. Stat. § 118A.03, subd. 4.

⁴ See *North Arkansas Medical Center v. Barrett*, 962 F.2d 780 (1992).

⁵ Minn. Stat. § 118A.03, subd. 2.

Amount of Collateral

The FDIC provides \$250,000 of deposit insurance for all accounts held by a single depositor to protect the amount on deposit.⁶ For depositories located in the same state, public entities have an additional \$250,000 of deposit insurance available: There is \$250,000 of coverage available for all demand accounts and a second \$250,000 available for time/savings accounts. Depositories located outside the state have a single \$250,000 coverage for all demand and time/savings accounts combined.

State law requires that the amount of collateral pledged equal 110% of the uninsured amount on deposit.⁷ For example, if the government entity has on deposit \$1,000 over and above the deposit insurance amount, the financial institution needs to pledge collateral with a market value of \$1,100 to protect the deposit.

Since the amount a public entity has on deposit will vary from time to time, the financial institution needs sufficient amounts of pledged collateral to cover 110% of the uninsured amount on deposit during peak deposit times. Public entities should develop procedures to monitor the amount of collateral pledged throughout the year. The public entity's chief financial officer or treasurer needs to monitor deposit amounts against the amount of collateral pledged.

If a government entity maintains a large bank account balance throughout the year, the excess funds could be used for direct investment in securities, but the securities must be authorized under Minn. Stat. §§ 118A.04 and 118A.05. Options include investment in the joint powers government investment pools through the 4M Fund (for cities), the Liquid Asset Fund (for school districts), the MAGIC Fund (for counties), and MNTrust (for school districts). The allocation of public funds available for deposit and direct investment should be addressed by the governing body through resolution or in an adopted investment policy.

Compliance with FIRREA

State law requires that the pledge of collateral be done through a written assignment from the bank to the government entity. To perfect the security interest in the pledged collateral, the FIRREA requires that either the bank's loan committee or the bank's board of directors approve the assignment.⁸ To document compliance, public entities should insist that the depository provide to the public entity a copy of the minutes or the resolution adopted either by the loan committee or the board of directors approving the pledge of collateral.

⁶ 12 CFR § 330.15.

⁷ Minn. Stat. § 118A.03, subd. 3. When the collateral consists of standby letters of credit issued by the Federal Home Loan Bank, the amount of the letters of credit need only equal the insured amount on deposit.

⁸ 12 U.S.C. § 1823 (e).

If the financial institution fails to approve the assignment at the loan committee or board of directors' level, the written collateral assignment will be worthless. Should the financial institution be liquidated, the public entity would not be permitted to take the collateral and sell it; rather, the public entity would become one of the financial institution's general creditors, and the public entity might receive only a portion of the actual money it had on deposit. It is imperative that public entities obtain enforceable assignments of collateral from their depositories.

Given relatively recent bank failures in the State of Minnesota, compliance with State depository law is more important than ever. Even though the risk of loss remains relatively low, the consequences of a bank failure on local government depositors can be devastating. This type of loss of public funds can be avoided by vigilant compliance with state and federal law.



City of Blaine Staff Report

File Number: RES 24-193

Agenda Date	Status
March 18, 2024	
In Control	File Type
City Council	Resolution

Approval of Consent Agenda: - Sheila Sellman, City Planner

Agenda Item # 8.6

Resolution Releasing Lot 1, Block 1, Minnesota School of Business-Blaine from Recorded Development Agreements. (Case File No. 24-0015/SLK)

Executive Summary

The applicant is requesting to release Lot 1, Block 1, Minnesota School of Business-Blaine from CSM Lexington First Addition and CSM Lexington Second Addition recorded development agreements.

Background

Staff report prepared by Shawn Kaye, Planner

The City is requested to release specific lots from recorded development agreements on a fairly regular basis. In this instance, the property owner has requested that the City release Lot 1, Block 1, Minnesota School of Business-Blaine from recorded development agreements for CSM Lexington First Addition and CSM Lexington Second Addition.

All the development agreement responsibilities for this parcel have been met.

In order to release the Development Agreement, the City Council must adopt a resolution that authorizes the Mayor and City Clerk execute all necessary documents.

Strategic Plan Relationship

Not applicable.

Board/Commission Review

Development agreement releases do not require a public hearing or Planning Commission review.

Financial Impact

Not applicable.

Public Outreach/Input

Not required.

Staff Recommendation

By motion, adopt the resolution.

Attachment List

1. DA Release



City of Blaine

Signature Copy

Resolution: RES 24-193

Resolution Releasing Lot 1, Block 1, Minnesota School of Business-Blaine from Recorded Development Agreements. (Case File No. 24-0015/SLK)

WHEREAS, Lot 1, Block 1, Minnesota School of Business-Blaine is subject to recorded Development Agreements and;

WHEREAS, the property owner has requested the City to release said lots from the recorded development agreements recorded as Document No. 1962920.0 Abstract (recorded October 7, 2004), Document No. 483415.001 Torrens (recorded June 22, 2005) and Document No. 1976133.001 Abstract (recorded June 22, 2005) and;

WHEREAS, the City has determined that there are no outstanding development issues related to said lots and therefore no further purpose for the agreements.

NOW, THEREFORE, BE IT RESOLVED, that the Blaine City Council authorizes the Mayor and City Clerk to execute all necessary documents releasing said Development Agreements for the following described property:

Lot 1, Block 1, Minnesota School of Business-Blaine

PASSED by the City Council of the City of Blaine this 18th day of March, 2024.

RELEASE FROM DEVELOPMENT CONTRACT

THE CITY OF BLAINE, a Minnesota Municipal Corporation, of the County of Anoka, State of Minnesota, does forever discharge and release the tracts of land lying and being in the County of Anoka, State of Minnesota, described as follows:

Lot 1, Block 1, Minnesota School of Business-Blaine, according to the recorded plat thereof, Anoka County, Minnesota be released from CSM Lexington First Addition Development Contract filed as Document No. 1962920.0 Abstract (recorded October 7, 2004) and be released from CSM Lexington Second Addition Development Contract filed as Document No. 483415.001 Torrens (recorded June 22, 2005) and Document No. 1976133.001 Abstract (recorded June 22, 2005).

from all claims and liens under the certain Development Contract executed by CSM Equities, L.L.C., a Delaware Limited Liability Company, owner and subdivider, and CSM Equities, LLC, a Limited Liability Corporation, owner and subdivider, to the CITY OF BLAINE, filed or recorded in the Records Office in and for said County as Document No. 1962920.0 Abstract (recorded October 7, 2004), Document No. 483415.001 Torrens (recorded June 22, 2005) and Document No. 1976133.001 Abstract (recorded June 22, 2005), covering the above-described parcels.

This Release is intended to release the above-described property and developer named in the Development Contract as all development obligations have been completed.

In Testimony whereof, the said City of Blaine has caused this Release to be executed in its name by its Mayor and its City Clerk this 18th day of March, 2024.

THE CITY OF BLAINE

SEAL

By: _____
Its Mayor

Drafted By:
City of Blaine
10801 Town Square Drive NE
Blaine, Minnesota 55449

By: _____
Its City Clerk

STATE OF MINNESOTA)
) ss
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me on this 18th day of March, 2024 by Tim Sanders, Mayor, and by Catherine M. Sorensen, City Clerk, of the CITY OF BLAINE, a Municipal Corporation of the State of Minnesota, on behalf of the Municipal Corporation.

Notary Public



City of Blaine Staff Report

File Number: RES 24-54

Agenda Date	Status
March 18, 2024	
In Control	File Type
City Council	Resolution

Approval of Consent Agenda: - Sheila Sellman, City Planner

Agenda Item # 8.7

Resolution Granting Final Plat Approval to Subdivide Approximately 1.16 Acres into Three Lots to be Known as Alexander Woods Fourth Addition at 1000 113th Avenue NE. (Case File No. 23-0090/EES)

Executive Summary

The applicant is requesting approval of a final plat to subdivide one lot into three to allow the construction of two additional homes. The plat is consistent with the approved preliminary plat and staff recommends approval.

Background

Planning Commission Public Hearing	02/13/24
City Council (Preliminary Plat)	03/04/24
City Council (Final Plat)	03/18/24
Action Deadline	05/03/24

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

The final plat is consistent with the approved preliminary plat, Resolution No. 24-33.

Zoning

The property is zoned Development Flex (DF).

Land Use Designation

The property is guided Low Density Residential (LDR) which allows for 2.5 to 6 units per acre. The proposed subdivision meets that density requirement.

Surrounding Zoning and Uses

The property is surrounded by other homes in the Alexander Woods subdivision which are also zoned DF and guided LDR.

Existing Conditions

The property has an existing home and pool.

History

In 2020, a preliminary plat, rezoning, and conditional use permit was granted for Alexander Woods. The plat left three approximately acre-sized parcels remaining with existing homes. In 2022, the applicant received preliminary and final plat approval and a conditional use permit for a subdivision of a one acre parcel into three lots. The plat was never recorded and expired in May, 2023. A new preliminary plat CUP was approved on March 4, 2024. At this time, the applicant is requesting approval of the final plat.

The house on the property was originally accessed with a driveway off 113th, but a new driveway was constructed with access off Fillmore Street. This resulted in an address change from 1000 113th Avenue to 11278 Fillmore Street.

Evaluation of Request

Plat

The plat proposes to subdivide 1.2 acres into three lots, for a net density of 2.5 units per acre, meeting the LDR land use designation. All three lots will access Fillmore Street, as was shown in the ghost plat for this parcel when it was previously subdivided. The lot for the existing home is proposed to be approximately 110 feet wide and 28,000 square feet in area. The lots for the two new homes are smaller with the center lot having a width of 57.5 feet and the corner lot at 80 feet in width. These lot sizes are compatible with the surrounding lots in Alexander Woods, which have a minimum width of 53 feet.

Architecture

The property owner has not identified a builder for the new homes at this time. The homes will need to be consistent with the homes constructed by M/I Homes as part of Alexander Woods. This includes a minimum finished floor area of 1,300 square feet, incorporating multiple gables or varied roof lines, and including articulation of the front façade. No materials requirements are proposed.

Setbacks

The following setbacks apply to the proposed homes:

- Front yard setback - 25 feet
- Side yard setback - 7.5 feet
- Corner side yard setback - 20 feet
- Rear yard setback - 30 feet

Landscaping

The standard landscaping requirements are proposed, which would be three trees on Lot 1 (corner lot) and two trees on Lot 2.

Tree Preservation

The site currently has 37 trees, nine of which will be preserved. Tree replacement is calculated based on the area being disturbed, which is 0.5 acres. Applying the standard that the first eight trees removed per acre must be replaced, four trees must be planted. This is met through the typical landscaping requirements of two trees per lot with a third tree on corner lots.

Park Dedication

Park dedication will be required for the two new lots being constructed at the rate of \$4,894 per unit, for a total park dedication fee of \$9,788 if paid in 2024. This amount must be paid prior to releasing the plat mylars for recording at Anoka County.

Grading/Storm Drainage

There is no grading needed for the lot with the existing house. A grading plan for the additional two lots shall provide additional information on adjacent property.

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

Wetlands/Watershed

There are no wetlands on the subject property.

The property was part of the original Alexander Woods subdivision, however, development needs to be submitted to Coon Creek Watershed District for permit review.

Utilities

Water and sanitary sewer stubs were provided to these ghost lots during the construction of Alexander Woods 1st Addition.

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.

Access/Street Design/Sidewalks/Trails

As previously mentioned, all lots will have driveway access from Fillmore Street NE. No additional street design, sidewalk or trail construction will be required. Some minor sidewalk repair may be required with the installation of additional storm water piping as currently proposed.

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.

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

Notices of a public hearing on the preliminary plat were:

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

Notifications are not required for final plats.

Staff Recommendation

By motion, adopt the resolution.

Attachment List

1. Zoning and Location Map
2. Final Plat



City of Blaine

Signature Copy

Resolution: RES 24-54

Resolution Granting Final Plat Approval to Subdivide Approximately 1.16 Acres into Three Lots to be Known as Alexander Woods Fourth Addition at 1000 113th Avenue NE. (Case File No. 23-0090/EES)

WHEREAS, an application has been filed by Monti C Gesino, Shirley A Gesino as Conditional Use Permit Case File No. 23-0090 for Alexander Woods Fourth Addition; and

WHEREAS, said case involves the property described as follows:

Lot 14, Block 5, ALEXANDER WOODS, Anoka County, Minnesota

WHEREAS, the Blaine City Council granted preliminary plat approval on March 4, 2024, subject to the conditions as contained in Blaine City Council Resolution No. 24-33; 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 Alexander Woods Fourth Addition per Section 75-33 of the subdivision regulations is hereby granted subject to the listed conditions.

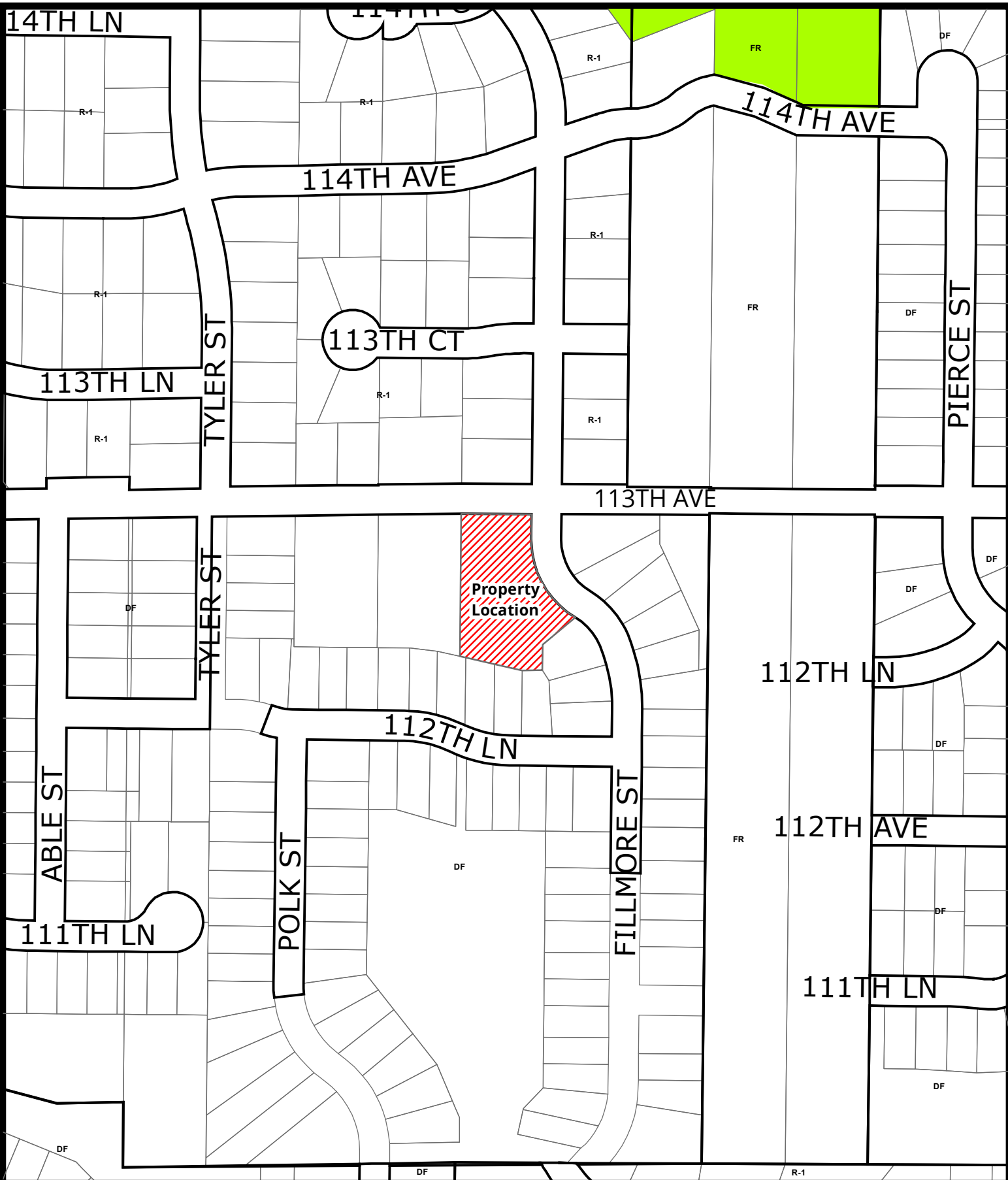
NOW, THEREFORE, BE IT FURTHER RESOLVED The Mayor, City Clerk and City Manager are hereby authorized to execute any and all necessary documents, agreement and releases related to the approval, recording or administration of Alexander Woods Fourth Addition.

1. The developer is responsible for recording plat mylars with Anoka County. Proof of recording must be provided prior to issuance of building permits.
2. Plans and specifications must be approved by the City prior to the start of construction.
3. Standard utility and drainage easements must be dedicated along all lot lines and over areas of delineated wetlands, wetland mitigation, infiltration trenches, drainage swales, and storm water management ponds.
4. The Developer is to provide access for inspection and maintenance of storm water management infrastructure. Restrictions will be placed on lot lines as needed to limit fences and landscaping to insure access.
5. Developer to obtain Coon Creek Watershed district permit review prior to start of construction.
6. Development requires a National Pollutant Discharge Elimination System (NPDES) Phase II General Storm Water Permit for Construction Activity from Minnesota Pollution Control Agency (MPCA). A prerequisite to the MPCA permit application includes preparation of a site Storm Water Pollution Prevention Plan (SWPPP) for the development site.
7. Construction contract documents shall include a mass (rough) grading, erosion protection, sediment control, development, utilities, roadway, and storm drainage plan sheets. Supporting

wetland delineation report, geotechnical investigation report, soil boring logs, and hydrology report shall be included in the submittal for city review and approval.

8. The development plan shall indicate all structures will be protected from flooding.
9. As-built surveys shall be required to verify structure elevations, custom grading requirements, and final lot grading elevations.
10. Park dedication will be required for the two new lots being constructed at the rate of \$4,894 per unit, for a total park dedication fee of \$9,788 if paid in 2024. This amount must be paid prior to releasing the plat mylars for recording at Anoka County.
11. Developer to install grouped mailboxes with design and locations approved by the City and US Postal Service.
12. Water and sanitary sewer availability charges (WAC & SAC) become due with each building permit at the rate established at the time the building permit is issued.
13. Each lot in this development shall have two front yard overstory trees with a minimum size of 2.5 caliper inches.
14. Execution and recording of a Development Agreement, which sets forth in greater detail the plat conditions as well as other responsibilities for the development of this plat.

PASSED by the City Council of the City of Blaine this 18th day of March, 2024.

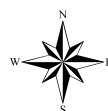


Case File No. 23-0090
Alexander Woods Fourth Addition



BlaineMN.gov

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



ALEXANDER WOODS FOURTH ADDITION

CITY OF BLAINE
COUNTY OF ANOKA
SEC. 17, TWP. 31, RGE. 23

KNOW ALL PERSONS BY THESE PRESENTS: That Monti C. Gesino and Shirley A. Gesino, husband and wife, owners of the following described property:

Lot 14, Block 5, ALEXANDER WOODS, Anoka County, Minnesota

Have caused the same to be surveyed and platted as ALEXANDER WOODS FOURTH ADDITION and do hereby dedicate to the public for public use the drainage and utility easements as shown on this plat.

In witness whereof said Monti C. Gesino and Shirley A. Gesino, husband and wife, have hereunto set their hands this ____ day of _____, 20____.

By: _____
Monti C. Gesino

By: _____
Shirley A. Gesino

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on ____ day of _____, 20____ by Monti C. Gesino and Shirley A. Gesino, husband and wife.

(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 _____ by Thomas R. Balluff.

(Signed)

(Printed)
Notary Public, _____
My commission expires _____

CITY COUNCIL, CITY OF BLAINE, MINNESOTA

This plat of ALEXANDER WOODS FOURTH 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____.

By: _____
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____.

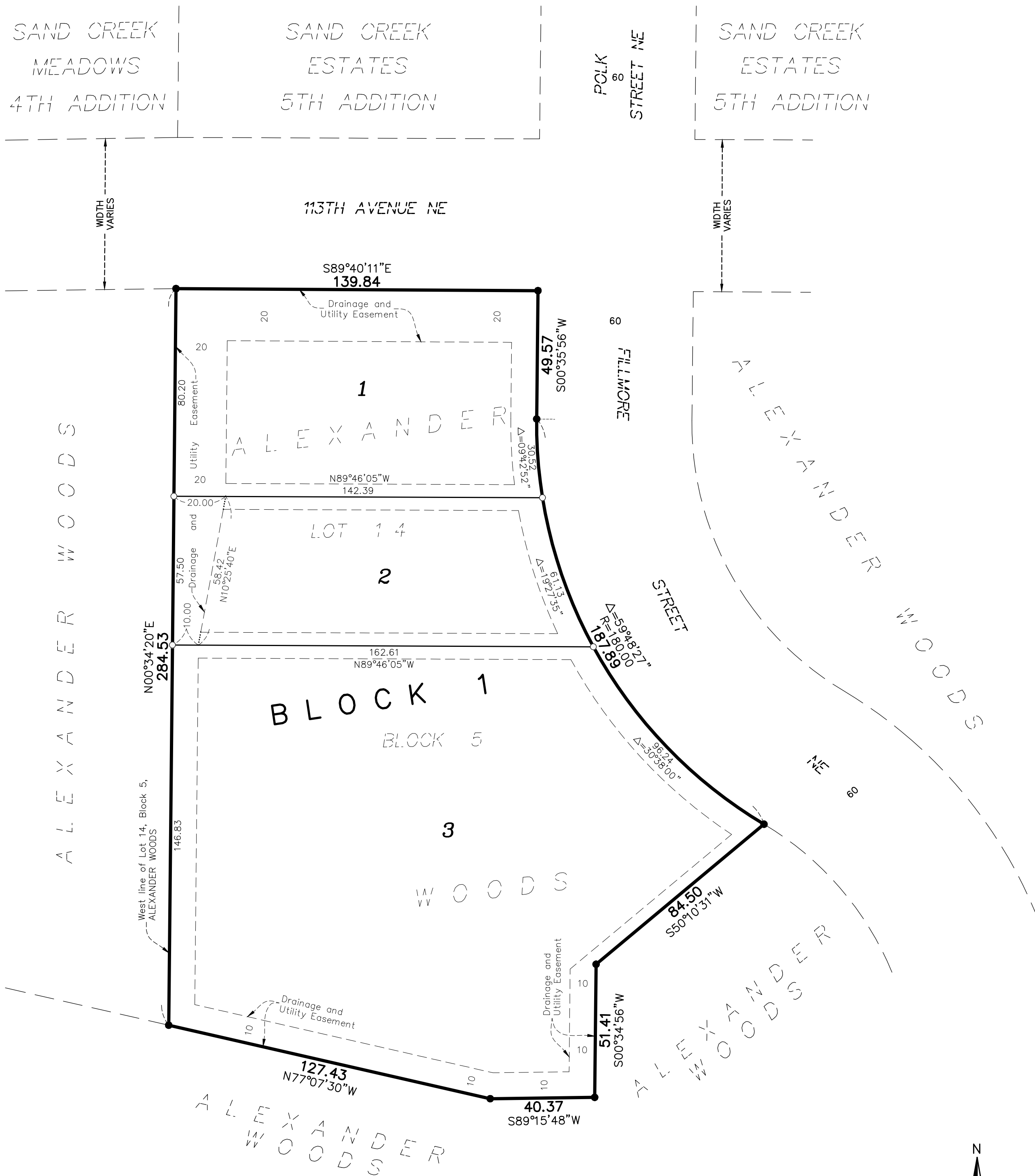
Property Tax Administrator
By: _____, Deputy

COUNTY RECORDER/REGISTRAR OF TITLES

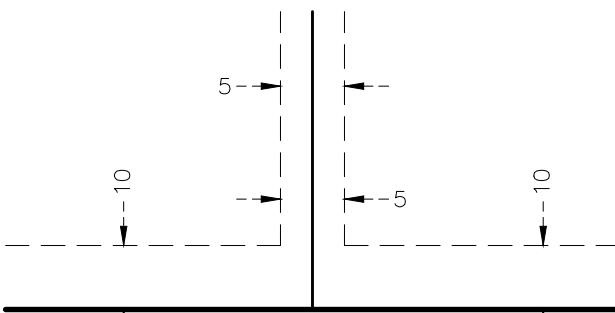
County of Anoka, State of Minnesota

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

County Recorder/Registrar of Titles
By: _____, Deputy



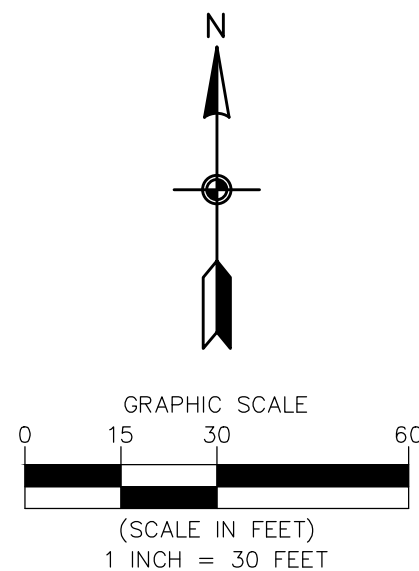
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



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

For the purposes of this plat, the West line of Lot 14, Block 5, ALEXANDER WOODS is assumed to have a bearing of North 00 degrees 34 minutes 20 seconds East.

- Denotes 5/8 inch by 14 inch Rebar, set or to be set within one year of recording of this plat and marked with license number 40361
- Denotes Found 5/8 inch rebar marked with license number 40361 unless otherwise noted



CARLSON MCCAIN
ENGINEERING \ SURVEYING \ ENVIRONMENTAL



City of Blaine Staff Report

File Number: RES 24-29

Agenda Date	Status
March 18, 2024	
In Control	File Type
City Council	Resolution

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

Agenda Item # 8.8

Concur with the City of Spring Lake Park in Accepting a Bid from North Valley, Inc. in the amount of \$1,048,489.18 for the Sanburnol Drive/85th Avenue Improvements, Improvement Project No. 23-14.

Executive Summary

The City Council is asked to concur with the City of Spring Lake Park in accepting a bid from North Valley Inc., in the amount of \$1,048,489.18 for the Sanburnol Drive/85th Avenue Improvements, Improvement Project No. 23-14.

Background

The proposed joint project between the City of Spring Lake Park and the City of Blaine will reconstruct the following streets:

- Sanburnol Drive NE (last paved in 1997) from University Avenue Frontage Road to Monroe Street
- University Avenue Frontage Road from Sanburnol Drive to Northtown Mall ring road
- Elm Drive NE (last paved 1997 and 2004)
- 83rd Avenue NE (last paved in 1994)

The proposed improvements will include a bituminous replacement of the existing street pavement section, minor spot curb replacement, minor spot sidewalk replacement, pedestrian curb ramp ADA upgrades and the addition of some catch basin storm sewer structures and pipe. The north half of Sanburnol Drive/85th Avenue is located within the City of Blaine, while the south half lies in Spring Lake Park. The portion of the University Avenue Frontage Road on this proposed project lies entirely within the City of Blaine. Elm Drive and 83rd Avenue both lie entirely within Spring Lake Park. The City of Blaine will pay for the proportional cost of the Sanburnol Drive/85th Avenue improvements for the portion of the street within the City of Blaine and the entire costs for the University Avenue Frontage Road. The City of Spring Lake Park will pay for a proportion of the cost of Sanburnol Drive/85th Avenue and the full costs associated with Elm Drive and 83rd Avenue as they lie entirely within the City of Spring Lake

Park.

The Public Hearing for the proposed improvement project was held on December 4, 2023, and the City Council ordered the preparation of plans and specifications with Resolution No. 23-194. The City Council approved plans and specifications and ordered advertisement for bids for the Sanburnol Drive/85th Avenue Improvement project on February 6, 2023 with Resolution 23-15.

Bids were received electronically by the City of Spring Lake Park at 11:00 AM, January 30, 2024, for Project No. 23-14. A total of eight bids were received, ranging from \$1,048,489.18 to \$1,623,523.04. The Engineer's Estimate was \$929,800. The bids have been checked and tabulated by the City of Spring Lake Park and it has been determined that North Valley Inc. of Nowthen, MN was the lowest bidder. The Engineering Department has worked with North Valley, Inc. on previous contracts and recommends that the City of Blaine concur with the City of Spring Lake Park to accept the low bid and enter into a contract with North Valley, Inc.

City Council is also asked to approve a 10% contingency to bring the total project budget to \$1,153,338.00. The funding source for the City of Blaine portion of this project is a combination of Municipal State Aid funds, assessments, and City Pavement Management funds and there are sufficient funds to cover these costs.

This action is the next step in the series of approvals under the MN Statutes, Chapter 429 for municipal street construction projects that include assessments.

Strategic Plan Relationship

This project aligns with the City's strategic plan goal of infrastructure management by providing high-quality street surfaces.

Board/Commission Review

Not required.

Financial Impact

The project will be funded by a combination of assessments, MSAS Funds and bond proceeds placed in the City Pavement Management Program fund. The 2023 CIP project budget included \$30,000 for consulting and the 2024 CIP includes \$640,000 of funding for consulting, construction, and contingency, for a total project budget of \$670,000. The feasibility report estimated the total project cost at \$1,171,600 with Blaine's portion at \$446,575.

Public Outreach/Input

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

Staff Recommendation

By Motion, adopt the Resolution.

Attachment List

1. Location Map



City of Blaine

Signature Copy

Resolution: RES 24-29

Concur with the City of Spring Lake Park in Accepting a Bid from North Valley, Inc. in the amount of \$1,048,489.18 for the Sanburnol Drive/85th Avenue Improvements, Improvement Project No. 23-14.

WHEREAS, pursuant to advertisement for bids for Improvement Project No. 23-14, said bids were received on January 30, 2024 by the City of Spring Lake Park, opened and tabulated according to law, and the following 3 lowest bids were received complying with the advertisement:

North Valley, Inc.	\$1,048,489.18
Park Construction Company	\$1,071,123.38
Northwest Asphalt, Inc.	\$1,119,089.01

AND WHEREAS, North Valley, Inc. of Nowthen, Minnesota is the lowest responsible bidder.

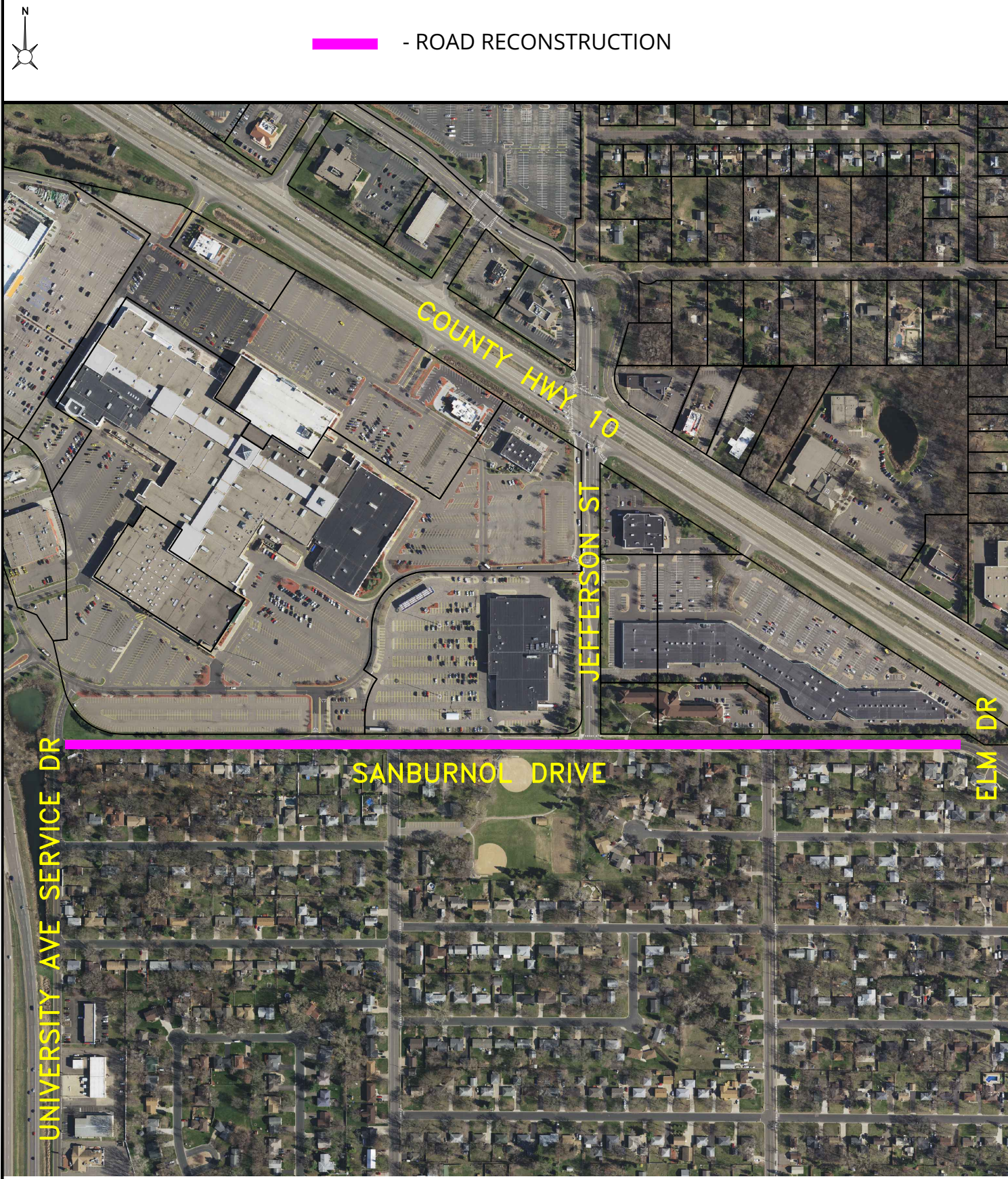
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Blaine as follows:

1. The City of Blaine hereby concurs with the City of Spring Lake Park to accept the bid and enter into a contract with North Valley, Inc. for the designated improvements in the amount of \$1,048,489.18.
2. A 10% contingency is hereby approved to bring the total project budget to \$1,153,338.00 and the Director of Engineering in conjunction with the City of Spring Lake Park is hereby authorized to sign all change orders up to the authorized project budget amount.

PASSED by the City Council of the City of Blaine this 18th day of March, 2024.

SANBURNOL DRIVE RECONSTRUCTION PROJECT

LOCATION MAP





City of Blaine Staff Report

File Number: 2024-74

Agenda Date	Status
March 18, 2024	
In Control	File Type
City Council	Motion

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

Agenda Item # 8.9

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

Executive Summary

Staff requests Council approval to amend the contract with TKDA for professional engineering services to include additional tasks to continue to move the project forward during this gap between preliminary design and final design contracts for the TH 65 Improvements, Project Number 21-01.

Background

The City Council approved a contract with TKDA on April 19, 2021 to perform the environmental review and documentation of the TH 65 Access Improvements as the initial phase towards these projects. The Phase 1 contract addresses the environmental review of the TH 65 Section 2 corridor. The final product of this phase was the selection of a Preferred Alternative.

Amendment One provided for additional evaluation that was required, which resulted in Alternative 1A as the Selected Alternative for the project. This work was approved by council on February 7, 2022.

Amendment Two was approved by city council on July 6, 2022 and provided for the preliminary and environmental development of Alternative 1A. This work included the following tasks:

- Meetings with property owners from whom staff will negotiate the purchase of easements or right of way
- Additional Project Management Team meetings
- Submittal of a Technical Memorandum for the Non-programmatic Categorical Exception (CatEx) approval process
- Noise modeling, impact and mitigation analysis, engagement, and delivery of the final Noise Impacts Report.
- Cost Estimation for the approved layouts at a preliminary design level

- Analysis of Arterial Intersection Operation for eight intersections impacted by the project
- Preliminary Traffic Management Plan worksheets and reports.

The third amendment was to include the pedestrian bridge on the 113th/114th Avenue alignment. This pedestrian bridge was not included in the original contract and did not include preliminary design in the layout. This amendment allowed this bridge to be preliminarily designed like the other four bridges on the corridor. This allowed for the entire project to be advanced with all bridges at the same level and made the design transition from preliminary to final much easier. This amendment was approved by council on October 2, 2023.

The fourth amendment will provide additional tasks that will continue to move the project forward as the preliminary design and environmental phase is nearing completion and the final design contract has not been awarded. MnDOT is anticipating an award of this contract sometime in April/May 2024. All of these tasks will be utilized in the final design and include the following:

- Private utility Coordination
- Construction Staging
- Approved Noise Walls added to preliminary plan
- Additional Geotechnical investigations for Structures
- Additional survey
- Identify Right of Way needs
- Analysis on project construction
- Funding Coordination
- Additional work needed to complete the preliminary design.

The costs of the professional services to complete these tasks are \$694,978 and are attached for reference. Please note that all these tasks are LRIP grant eligible.

Strategic Plan Relationship

Improvements to TH65 are identified as a priority in Blaine's Strategic Plan. Additionally, this project is part of the City's strategic initiative to have a well-maintained infrastructure by improving safety and reducing congestion on the main corridor through Blaine.

Board/Commission Review

Not required.

Financial Impact

With approval of this amendment, the budget for this phase is as follows:

Item	Revenue (Expense)	Running Balance
2020 State Grant to Anoka County	1,500,000	1,500,000
Initial Contract + Contingency	(1,073,500)	426,500
Contract Amendment 1A	(246,792)	179,708
LRIP Grant Agreement	7,000,000	7,179,708
Contract Amendment 1B	(1,943,628)	5,236,080
Contract Amendment 1C	(31,928)	5,204,152
Contract Amendment 4-1D	(694,987)	4,509,165

The balance of LRIP Grant funds will be used toward right of way acquisition and final design.

Public Outreach/Input

Not required.

Staff Recommendation

By motion, approve Contract Amendment 4 (1D) with TKDA for additional services in the amount of \$694,978 and authorize the Mayor and City Manager to sign the amendment to the contract.

Attachment List

1. Amendment

AMENDMENT NO. 04

to the

PROFESSIONAL SERVICES AGREEMENT

Between

CITY OF BLAINE, MN

and

TOLTZ, KING, DUVALL, ANDERSON AND ASSOCIATES, INCORPORATED

Project: TH 65 Access Improvements
City Project No. 21-06
TKDA Project No. 0018181.000

Date of Original Agreement: April 19, 2021

This **AMENDMENT NO. 04** is made and entered into this 1st day of March, 2024, by and between the City of Blaine, Minnesota, hereinafter referred to as the CLIENT, and TOLTZ, KING, DUVALL, ANDERSON AND ASSOCIATES, INCORPORATED, hereinafter referred to as TKDA, to amend the Original Agreement as follows:

Revision 1. Scope of Services

The Services listed in Exhibit 4-A will be added to the Agreement.

Revision 2. Period of Service

The Services under this Amendment will be completed by December 31, 2024.

Revision 3. Compensation

TKDA's compensation for the Services provided under this Amendment will revise the total contract fee amount as follows:

Description	Amount
Current Contract Amount (Original Through Amendment No.3)	\$3,211,008.00
This Amendment No. 04	\$ 694,978.00
Revised Total Contract Amount through this Amendment	\$3,905,986.00

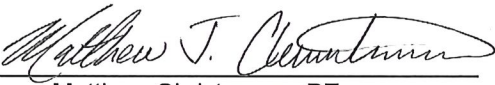
[The remainder of this page has intentionally been left blank; signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective the day and year first written above.

CITY OF BLAINE, MINNESOTA

TOLTZ, KING, DUVALL, ANDERSON
AND ASSOCIATES, INCORPORATED

By _____
Tim Sanders, Mayor

By 
Matthew Christensen, PE
Vice President, Surface Transportation

Date Signed _____

Date Signed March 1, 2024

By _____
Michelle A, Wolfe, City Manager

Date Signed _____

ATTACHMENT: Exhibit 4A – Additional Project Scope Services Fee
 Exhibit 4B – HDR Scope of Work
 Exhibit 4C – Braun Intertec Scope of Work



TH 65 Potential Scope Additions
from Wednesday's meeting

1. Utility Coordination / Relocations
 - 1.1. Continuation of Coordination Meetings
 - 1.2. Identification of needs for relocations and destinations
2. MOT / Staging
 - 2.1. Mainline TH 65: further development of Preliminary Design staging concept
 - 2.2. Crossroads: development of lane configurations and staging
3. Noise Walls Results
 - 3.1. After voting results, incorporation of approved walls, elimination of rejected walls
4. Supplemental Geotechnical Investigations at Retaining Walls - to confirm wall types
See Exhibit 4C for Braun Intertec Additional Scope
5. Supplemental Surveys / Utility Identification
 - 5.1. In areas not within original limits (eg. further east/west on 109th/99th, Davenport)
6. Identification of R/W Needs (incorporating MOT, utility relocation, retaining wall, & noise wall needs)
 - 6.1. Potential advancement of R/W acquisition process on WFR where inplace utilities, noise walls, retaining walls, and MOT consideration are not a factor.
7. Design/Analysis in Preparation of project construction. *See Exhibit 4B for HDR Traffic Analysis Scope*
 - 7.1. Design package for temp. Improvements for staging (crossovers/pavement widening)
 - 7.2. Traffic Study on alternative route(s) (eg. Davenport)
8. Funding Coordination – Identify requirements/limitations of secured federal and state funding.
9. Out-of-scope efforts completed in Preliminary Design Phase
 - 9.1. Project Management/Public Involvement (Tasks 1&2)
 - Requested bi-weekly (initially) and weekly (later) Leadership Meetings with MnDOT/City/County were arranged/attended by consultant team. These meetings were very valuable but were not included in the scope of services.
 - Two one-hour virtual Open House Meetings were included in the scope (original contract plus Amendment #1). Changing these the two meetings to In-Person Open House Meetings has involved much more effort.
 - Additional PM efforts were needed corresponding to the extended duration of the Preliminary Design phase.
 - 9.2. Environmental (Task 3)
 - The lack of responses to the ENM (to-date our team has received only 3 ENM responses) has caused delays and additional coordination in the CATEx.
 - 9.3. Preliminary Roadway Design (Task 13)
 - Although an earlier amendment (Amendment #1) added the fourth alternative (Alt 1A) to the scope, this amendment was processed before the VE study's recommendations

EXHIBIT 4A

TH 65 Access Improvement Project
City Project Number: 21-06
PMT Meeting Agenda
Page 2

were provided. Since that time, the design team was asked to incorporate significant changes to the Alt 1A concept including:

- addition of the TH 65 NB exit ramp to 109th,
- multiple adjustments to the SB slip ramp to the West Frontage Road,
- concept development from one-way to two-way West Frontage Road and change from the preferred one-way to ½ two-way.
- Removal of the NB aux lane between 109th and 117th.
- Expanded footprint and investigations at Davenport including design north of 109th and investigation of a RAB to accommodate desire to stay out of soccer fields.
- Investigation of alternatives to approved (and still included) 105th configuration.
- Redesign of staging concept (to forgo any bridge widening) after PMT supported widening bridges "if needed for staging".
- Additional effort needed to respond/investigate GDSU comments generated over four formal submittals/reviews in spite of PMT attendance and one-on one meetings with GDSU. Additional effort also included the generation of a separate layout covering a sub-set of the overall project.

9.4. Traffic Forecasting (Task 15)

- The design team was asked to perform additional traffic modeling related to the addition of the NB 109th exit ramp.
- The design team was asked to perform additional traffic modeling for the RAB at 105th and the one-way vs. two-way west frontage road between 105th and 109th.

9.5. Traffic Studies (Task 16)

- Modeling of intersections off of TH 65 were not included in the scope. The design team was asked to model intersections including Davenport and Ulysses.



EXHIBIT 4C

TKDA
Project B2109384
January 31, 2024
Page 4

Code	Service	Quantity	Units	Unit Price	Extension
1186	Unconfined compression	4	Each	\$110	440.00
1730	R-Value Test	-2	Each	\$56	(1,680.00)
2643	Standard Proctor	3	Each	\$190	(570.00)
138	Project Assistant	17	Hours	\$90	1,530.00
118	Staff Engineer	50	Hours	\$130	6,500.00
126	Project Engineer	50	Hours	\$165	8,250.00
128	Senior Engineer	20	Hours	\$220	4,400.00
125	Project Manager	2	Hours	\$130	260.00
Current Project Total					\$210,775.00
Amendment Request Total					\$117,830.00
New Project Total					\$328,605.00

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

General Remarks

We will be happy to meet with you to discuss the contract amendment request further and clarify the various components.

This amendment proposal was prepared with the understanding an amendment to our Professional Services Subconsultant Agreement will be prepared by TKDA. This agreement will outline the terms and conditions of our services.

To have questions answered or schedule a time to meet and discuss further, please contact Kevin Zalec at 952.995.2223 (kzalec@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Kevin S. Zalec, PE
Senior Engineer



Matthew P. Ruble, PE
Vice President, Principal Engineer

BRAUN
INTERTEC

EXHIBIT 4C

TKDA
Project B2109384
January 31, 2024
Page 3

Code	Service	Quantity	Units	Unit Price	Extension
1166	Loss by washing through #200 Sieve	5	Each	\$90	450.00
1172	Hydrometer-sieve analysis	12	Each	\$185	2,220.00
1152	Moisture Content	350	Each	\$10	3,500.00
1198	Consolidation test	2	Each	\$715	1,430.00
1186	Unconfined compression	4	Each	\$110	440.00
138	Project Assistant	33	Hours	\$90	2,970.00
118	Staff Engineer	50	Hours	\$130	6,500.00
126	Project Engineer	70	Hours	\$165	11,550.00
128	Senior Engineer	29	Hours	\$220	6,380.00
125	Project Manager	2	Hours	\$130	260.00
Current Project Total					\$210,775.00
Amendment Request Total					\$157,140.00
New Project Total					\$367,915.00

Table 2. Summary of Geotechnical Fees – Option 2

Code	Service	Quantity	Units	Unit Price	Extension
205	Staking	40	Hours	\$95	\$ 3,800.00
5099	GPS rover	40	Hours	\$70	2,800.00
1862	Trip Charge	13	Each	\$50	650.00
371	CADD Operator	6	Hours	\$125	750.00
9000	Truck drill rig	12	Hours	\$330	3,960.00
9100	ATV drill rig	76	Hours	\$350	26,600.00
9500	CPT rig	122	Hours	\$350	42,700.00
9730	Grout w/ bentonite	1,540	Per foot	\$5	7,700.00
SUB	Subcontractor Traffic Control	1	Each	\$2,500	2,500.00
1166	Loss by washing through #200 Sieve	1	Each	\$90	90.00
1172	Hydrometer-sieve analysis	12	Each	\$185	2,220.00
1152	Moisture Content	350	Each	\$10	3,500.00
1198	Consolidation test	2	Each	\$715	1,430.00

EXHIBIT 4C

TKDA
Project B2109384
January 31, 2024
Page 2

Penetration Test rig to aid in completion of the structure exploration locations. To date, we have completed all but two of the retaining wall locations for the 109th Avenue interchange.

MnDOT also has requested we obtain additional samples for consolidation testing of a silt layer observed in the borings; the tests will aid in settlement analysis of the retaining walls and associated embankment. The tests will help determine if the proposed retaining walls can be constructed as Mechanically Stabilized Earth walls. The remaining soil borings and thinwall sampling are scheduled for February 1 and 2, 2024.

To date, we have drilled 2 of the pond locations and 44 of the 92 proposed roadway borings. One pond location and 11 roadway boring locations in the area of the proposed West Frontage Road are on private property and currently inaccessible.

Additional time to stake the borings, prepare the sketches, provide traffic control, drilling effort, geotechnical laboratory testing, settlement analysis, and engineering review are required to complete the geotechnical scope.

As an alternative option, the following items could be performed during the final design scope to reduce geotechnical costs on this phase from the amendment request:

- Soil borings for TH 65 and existing side roadways not yet drilled.
- Materials Design Recommendation (MDR) for the project.
- Additional pond locations beyond the previously requested locations.

Fees

Based on the above information, we have quantified the additional effort to meet the project requirements and summarized them in Table 1 below. Table 2 presents our costs for the alternative option with the remaining roadway borings, MDR, and additional pond locations performed during final design.

Table 1. Summary of Geotechnical Fees

Code	Service	Quantity	Units	Unit Price	Extension
205	Staking	50	Hours	\$95	\$ 4,750.00
5099	GPS rover	50	Hours	\$70	3,500.00
1862	Trip Charge	13	Each	\$50	650.00
371	CADD Operator	6	Hours	\$125	750.00
9000	Truck drill rig	8	Hours	\$330	2,640.00
9100	ATV drill rig	125	Hours	\$350	43,750.00
9500	CPT rig	122	Hours	\$350	42,700.00
9730	Grout w/ bentonite	1,540	Per foot	\$5	7,700.00
SUB	Subcontractor Traffic Control	6	Each	\$2,500	15,000.00

EXHIBIT 4C



Braun Intertec Corporation
11001 Hampshire Avenue S
Minneapolis, MN 55438

Phone: 952.995.2000
Fax: 952.995.2020
Web: braunintertec.com

January 31, 2024

Project B2109384

Joe Weaver, PE
TKDA
444 Cedar Street, Suite 1500
St. Paul, MN 55101

Re: Revised Amendment Proposal for Geotechnical Services
TH 65 Access Improvements
Blaine, Minnesota
SP 0209-169

Dear Mr. Weaver:

Per our project meetings and email correspondence, our original scope for the TH 65 Access Improvements project outlined in our Revised Proposal for a Geotechnical Evaluation dated May 26, 2022 included a geotechnical investigation for preliminary design through layout approval, preliminary and final design services for the construction of access improvements at Minnesota TH 65 and the City of Blaine's 99th Ave NE (MSAS 101), preliminary and final design services for the construction of access improvements at TH 65 and County State Aid Highway (CSAH) 12 also known as 109th Ave NE, and east and west side frontage road improvements consistent with the alternatives developed for Section 2 of TH 65 PEL study.

This revised amendment proposal was prepared to detail the additional work required to complete the fieldwork for the retaining walls, perform additional settlement analysis, and prepare preliminary Foundation Design Recommendation reports upon our meeting with the Minnesota Department of Transportation (MnDOT) regarding the project on December 13, 2023.

Discussion

Our original geotechnical scope of services included performing soil borings along the new proposed roadway alignments, at each bridge location, along proposed retaining wall alignments, and at the proposed pond locations.

- Bridge Standard Penetration Test (SPT) borings were assumed to be a minimum of 1 per substructure, with an additional soil boring where bridge widths exceed 100 feet in width.
- Retaining walls assumed one SPT boring every 150 feet, up to 16 locations.
- Roadways were assumed as power auger borings (PAB), spaced one every 300 feet along the frontage roads, 99th and 109th roadways.
- PABs along TH 65 were assumed as one every 500 feet alternating travel directions.
- Three SPTs with piezometers were assumed for infiltration pond locations.
- Two SPTs were proposed for an underpass near 105th Avenue.

After the contract was signed, an additional retaining wall was added to the project scope, and the length of the proposed walls was much longer than in our original assumptions. We determined an additional 61 soil borings were required to meet MnDOT requirements for the retaining walls, above our original estimate of 16 total wall borings. To provide efficiency during the field exploration, we utilized our Cone

AA/EOE



Project Fee Estimate

Client:	City of Blaine										Date:	2/2/2024						
Project:	TH 65 Access Improvements - PRE-FINAL DESIGN AMENDMENT (Amendment No. 4)										By:	SCB						
Task	Task Description	Estimated Person Hours Required										Labor Hours HDR	Labor Fee HDR	HDR Expenses	HDR Total			
		PM		Roadway		Environmental		Public Engagement		Bridge						Traffic		
		Sr Reg Eng	Lead	Engineer	EIT	Sr Reg Eng	Sr Env	Sr Pl	Sr Pl	Graphics	Sr Eng	Sr Eng	Sr Eng	Eng	Tech II			
		\$ 250	\$ 237	\$ 125	\$ 99	\$ 189	\$ 96	\$ 174	\$ 93	\$ 108	\$ 227	\$ 186	\$ 218	\$ 180	\$ 122			
3	Incorporation of Noise Walls Results														186	\$ 24,270		
3.1	Incorporation of Noise Walls Results - HDR														186			
	SUBTOTAL HOURS															\$ 24,270	\$ -	\$ 24,270
	SUBTOTAL COST																	
7	Design/Analysis in Preparation of project construction														596	\$ 101,533	\$ 11,000	
7.3A	TH 65/Davenport corridor analysis (see Assumption 1)														596			
	SUBTOTAL HOURS															\$ 101,533	\$ 11,000	\$ 112,533
	SUBTOTAL COST																	
9	Out-of-Scope Efforts Completed in Preliminary Design Phase														346	\$ 63,349	\$ 2,500	
9.1	Project Management/Public Involvement														124	\$ 22,595	\$ -	
9.2	Environmental														500	\$ 76,769	\$ -	
9.3	Preliminary Roadway Design														52	\$ 9,815	\$ -	
9.4	Traffic Forecasting														197	\$ 39,441	\$ -	
9.5	Traffic Studies														1,221			
	SUBTOTAL HOURS															\$ 211,569	\$ 2,500	\$ 214,469
	SUBTOTAL COST																	
HDR LABOR HOURS - BASE BID											2,003							
HDR LABOR COSTS - BASRE BID											\$	\$ 337,772	\$ 13,500	\$ 351,272				
ADDITIONAL SERVICES:																		
7.3B	University Corridor Study (see Assumption 1)														300	\$ 50,993	\$ 11,000	\$ 61,993
7.3C	Radisson Corridor Study (see Assumption 1)														292	\$ 48,993	\$ 11,000	\$ 59,993

EXHIBIT 4B

TH 65 Construction Mitigation Study Scope of Services

Additional Services

Should the University Avenue corridor be added to the scope, the study area would be expanded to include the following intersections:

- US 10 EB ramps
- US 10 WB ramps
- 101st Avenue NE
- 109th Avenue NE
- 117th Avenue NE
- 125th Avenue NE

Should the Radisson Road corridor be added to the scope, the study area would be expanded to include the following intersections:

- 105th Avenue NE
- 109th Avenue NE
- Amen Dr NE
- 110th Avenue NE
- Fox Ridge NE
- 116th Avenue NE
- 119th Avenue NE
- 125th Avenue NE

EXHIBIT 4B

TH 65 Construction Mitigation Study Scope of Services

- b. Signing to restrict certain traffic patterns
- c. Temporary intersection control (signals or stop signs)
- d. Number of thru and turn lanes at the intersections included in the study area
- e. Additional capacity along a corridor through the use of existing shoulders, temporary pavement or permanent widening

Mitigation measures that must be implemented prior to the project will be noted as such.

Task 3 Assumptions:

- Agencies will provide concurrence of the proposed major construction stages to be included in the analysis within 5 business days of receiving the kickoff meeting summary.
- Traffic operations analysis will be completed using Synchro Version 11.
- The AM and PM peak hours will be analyzed for the 2026 design year.
- Traffic volumes utilized for the TH 65 PEL and preliminary design will be utilized for this study.
- If detailed analysis of the Radisson Road NE corridor is included in the scope, traffic volumes contained in the CSAH 52/Radisson Rd corridor study will be utilized and factored to match the design year in this study.

Task 3 Deliverables:

- Synchro Files

Task 4: Traffic Mitigation Report

- 4.1 HDR will prepare a traffic mitigation report to document the analysis, findings and recommendations of the study.

Task 4 Assumptions:

- The report will be submitted to the City of Blaine, Anoka County and MnDOT for one round of review.

Task 4 Deliverables:

- Draft Traffic Mitigation Report (PDF format)
- Final Traffic Mitigation Report (PDF format)

Study Schedule

The following identified the milestone dates for the study:

Description	Date
Notice to Proceed	February 19, 2024
Kick-Off Meeting	Week of February 26, 2024
Data Collection Task Completed	15 business days after Notice to Proceed
Draft Traffic Mitigation Report	April 5, 2024 (NTP+7 weeks)
Final Traffic Mitigation Report	April 26, 2024 (NTP+10 weeks)

EXHIBIT 4B

TH 65 Construction Mitigation Study Scope of Services

- 1.1 General Project Management and Administration:
 - a. Includes general project management, schedule, invoicing, setting up project files, and following the Quality Management Plan (QMP).
 - b. Coordination and knowledge-sharing.
- 1.2 Project Meetings:
 - a. Kick-off meeting (1 in-person meeting, 2 hours, up to 4 consultant staff)
 - b. Monthly progress meetings with agency stakeholders, including the City of Blaine, Anoka County and MnDOT (3 virtual meetings, 1 hour each, up to 4 consultant staff)
 - c. Internal coordination meetings (12 virtual meetings, 30 minutes each up to 6 consultant staff)

Task 1 Deliverables:

- HDR will send meeting invites, prepare agendas, and prepare meeting summaries for each meeting. Draft meeting summaries to be submitted no later than 3 business days after each meeting. Final meeting summary to be submitted no later than 3 business days after receiving comments on the draft meeting summary, or 5 business days after submitting the draft meeting summary, whichever is later.

Task 2: Data Collection

- 2.1 HDR will coordinate with a traffic count subconsultant to collect weekday 13-hour counts, inclusive of the AM and PM peak periods.

Task 2 Assumptions:

- Anoka County will provide the final version of the CSAH 52/Radisson Rd corridor study when it is complete.

Task 2 Deliverables:

- Raw traffic counts in an Appendix to the report.

Task 3: Traffic Study

- 1.3 Forecasting:
 - a. HDR will utilize the Metropolitan Council Regional model and the proposed construction staging strategy to assess the level and routing that traffic will use to divert to/from the TH 65 corridor.
- 3.2 Traffic Operations
 - a. HDR will utilize the kickoff meeting to present the proposed major construction stages to be included in the analysis.
 - i. Stage 1 includes analysis of five major construction stage scenarios
 - ii. Stage 2 includes analysis of three major construction stage scenarios
 - iii. Stage 3 includes analysis of three major construction stage scenarios
- 3.3 Based on the findings of Task 3.2, HDR will recommend mitigation measures to address anticipated access and mobility deficiencies. These recommendations may include:
 - a. Posted detours for significant rerouted traffic patterns

EXHIBIT 4B

TH 65 Construction Mitigation Study Scope of Services

Description

The goal of this traffic study is to better understand and anticipate the impacts of the construction of TH 65 on the surrounding local street network. This involves gaining an understanding of how traffic may or may not divert from TH 65 during each major construction stage. A major construction stage is defined as one combination of access restriction from TH 65 at one or more of the following cross streets: 99th Avenue NE, 105th Avenue NE, and 109th Avenue NE.

For example, one major construction stage could involve the following access combinations:

- Reduction of lanes on 99th Avenue west of TH 65 to one thru lane in each direction
- Closure of 105th Avenue east of TH 65
- Shifting of traffic on 109th Avenue and modification of turn lane capacity.

As of January 2024, the construction staging has been developed to a conceptual stage, focusing on mobility along TH 65. Additional development of the staging will occur in conjunction with this study to further develop access to the cross streets.

The results of this study will identify areas and corridors within the study that may benefit from temporary benefits that could be implemented to mitigate the impacts of construction on TH 65.

Study Area

The study area includes the following corridors and intersections:

TH 65:

- | | |
|--|---|
| • US 10 EB ramps | • 105 th Avenue NE |
| • US 10 WB ramps | • 109 th Avenue NE |
| • 93 rd Avenue NE/Clover Leaf Parkway | • 117 th Avenue NE/Cloud Drive |
| | • 125 th Avenue NE SPUI |

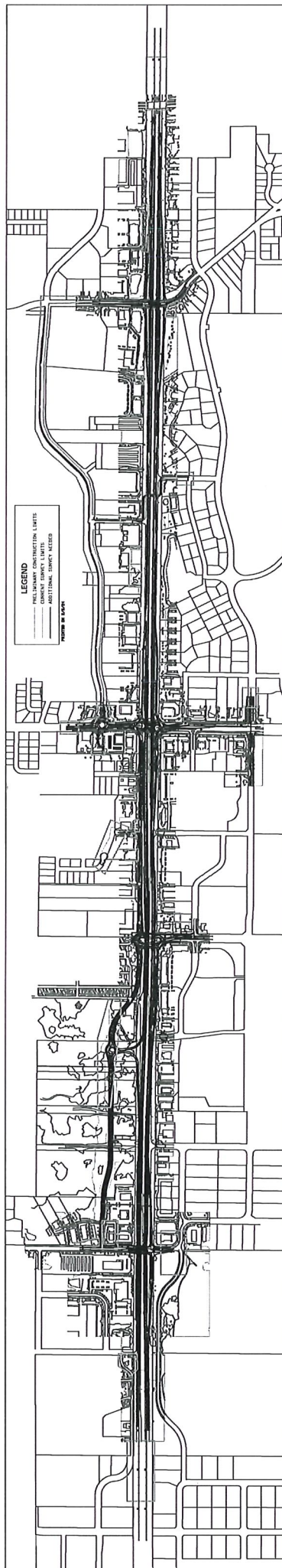
Davenport Blvd/Club W Pkwy/Aberdeen St:

- | | |
|-------------------------------|-------------------------------|
| • 99 th Avenue NE | • 109 th Avenue NE |
| • 101 st Avenue NE | • 111 th Avenue NE |
| • 105 th Avenue NE | • Cloud Drive |
| • 107 th Avenue NE | • 125 th Avenue NE |

The University Avenue NE and corridor is not recommended for inclusion in the base scope of work because the corridor is built-out, can likely absorb some degree of rerouted traffic, and changes to signal timing can be more efficiently be assessed and implemented when the staging is more refined. Should there be a desire to include this corridor, the additional level of effort for each corridor is quantified as an Additional Service at the end of this document.

A full-scale study of the Radisson Rd NE corridor is not recommended for inclusion in the base scope of work because this corridor is currently being studied, and recommendations from that study can be implemented on a temporary or permanent basis based on the rerouting assumptions in each stage. The base study scope includes a review of the corridor study and high-level assessments of how traffic rerouted from the corridor would affect the no-build traffic operations. Should there be a desire to include a full analysis of this corridor, the additional level of effort is quantified as an Additional Service at the end of this document.

Task 1: Project Management





Project Fee Estimate

Client: City of Blaine		Project: TH 65 Access Improvements - PRE-FINAL DESIGN AMENDMENT (Amendment 4)														Date: 2/5/2024			
																By: JMW			
		Estimated Person Hours Required																	
Task	Task Description	PM		Roadway		Drainage/Permitting		Survey		Bridge		Utilities		Funding Advisor		Basemap	Total Hours TKDA	Subconsultant Subtotal	TEAM Total
		Sr Reg Eng	ES I	Grad Eng	Tech	Sr Reg Eng	Reg Eng	PLS	Tech	Sr Reg Eng	Sr Reg Eng	Grad Eng	Sr Reg Eng	Reg Eng	Tech II				
		\$ 251	\$ 186	\$ 100	\$ 80	\$ 208	\$ 120	\$ 206	\$ 75	\$ 176	\$ 210	\$ 101	\$ 268	\$ 119	\$ 85				
1 Utility Coordination / Relocations																			
1.1	Continuation of Utility Coordination Meetings	6	2								40	24				72	\$ 12,702		
1.2	Identification of needs for relocations and destinations	4	4			4					10					22	\$ 4,680		
		10	6	-	-	4	-	-	-	-	50	24	-	-	-	94			
	SUBTOTAL HOURS	\$ 2,510	\$ 1,116	\$ -	\$ -	\$ 832	\$ -	\$ -	\$ -	\$ -	\$ 10,500	\$ 2,424	\$ -	\$ -	\$ -	\$ 17,382	\$ -	\$ 17,382	
2 MOT / Staging																			
2.1	Based on Mainline TH65 concept, develop crossroad lane config & staging	10	60	40		6				6	6					128	\$ 21,234		
	SUBTOTAL HOURS	10	60	40	-	6	-	-	-	6	6	-	-	-	-	128			
	SUBTOTAL COST	\$ 2,510	\$ 11,160	\$ 4,000	\$ -	\$ 1,248	\$ -	\$ -	\$ -	\$ 1,066	\$ 1,260	\$ -	\$ -	\$ -	\$ -	\$ 21,234	\$ -	\$ 21,234	
3 Incorporation of Noise Walls Results																			
3.1	Incorporate voter-approved walls, eliminate voter-rejected walls (see HDR proposal)	12	50	40	20						4					166	\$ 23,512		
	Incorporate voter-approved walls, eliminate voter-rejected walls	12	50	40	20	-	-	-	-	-	4	-	-	-	-	166			
	SUBTOTAL HOURS	\$ 3,012	\$ 9,900	\$ 4,000	\$ 1,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 840	\$ -	\$ -	\$ -	\$ -	\$ 23,512	\$ 24,270	\$ 47,782	
4 Supplemental Geotechnical Investigations																			
4.1	Supplemental Geotech. (see Braun Interfec proposal)	4	6	2		6				6	4					28	\$ 5,464		
4.2	Design/Geotechnical Coordination	4	6	2	-	6	-	-	-	6	4	-	-	-	-	28			
	SUBTOTAL HOURS	\$ 1,004	\$ 1,116	\$ 200	\$ -	\$ 1,248	\$ -	\$ -	\$ -	\$ 1,066	\$ 840	\$ -	\$ -	\$ -	\$ -	\$ 5,464	\$ 15,714	\$ 162,604	
5 Supplemental Surveys / Utility Identification																			
5.1	In Areas Outside Original Project Limits (see included graphic)							15	197						46	258	\$ 23,339		
	SUBTOTAL HOURS	-	-	-	-	-	-	15	197	-	-	-	-	-	46	258			
	SUBTOTAL COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,090	\$ 14,775	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,474	\$ 23,339	\$ -	\$ 23,339	
6 Identification of R/W Needs																			
6.1	R/W Incorporating MOT, Utility Relocations, Confirmed Retaining/Noise Walls	4	50	10		20	10				20	10				124	\$ 21,874		
6.2	Advancement of Selected R/W Acquisition Documents		8		60											68	\$ 6,288	\$ -	
	SUBTOTAL HOURS	4	58	10	60	20	10	-	-	-	20	10	-	-	-	192			
	SUBTOTAL COST	\$ 1,004	\$ 10,788	\$ 1,000	\$ 4,800	\$ 4,160	\$ 1,200	\$ -	\$ -	\$ -	\$ 4,200	\$ 1,010	\$ -	\$ -	\$ -	\$ 28,162	\$ -	\$ 28,162	



Project Fee Estimate

Client: City of Blaine		Date: 2/5/2024																By: JMW			
Project: TH 65 Access Improvements - PRE-FINAL DESIGN AMENDMENT (Amendment 4)																					
Task	Task Description	Estimated Person Hours Required																	TKDA Subtotal	Subconsultant Subtotal	TEAM Total
		PM		Roadway		Drainage/Permitting		Survey		Bridge		Utilities		Funding Advisor		Basemap		Admin.			
		Sr Reg Eng	ES I	Grad Eng	Tech	Sr Reg Eng	Reg Eng	PLS	Tech	Sr Reg Eng	Sr Reg Eng	Grad Eng	Sr Reg Eng	Sr Reg Eng	Sr Reg Eng	Sr Reg Eng	Reg Eng	Tech II			
		\$ 251	\$ 186	\$ 100	\$ 80	\$ 208	\$ 120	\$ 206	\$ 75	\$ 176	\$ 210	\$ 101	\$ 266	\$ 119	\$ 85						
7 Design/Analysis in Preparation of project construction																					
7.1	Additional PM/TA Leadership Meetings	40	10			40				10	40	20	10			170	\$ 35,060	\$ -			
7.2	Advanced Design Package for Temp. Improvements (crossovers / widening)	12	30	30	40											112	\$ 14,792	\$ -			
7.3	Traffic Study(s) on Alternative Route(s) (see HDR proposal)	2														2	\$ 502	\$ 112,533			
	SUBTOTAL HOURS	54	40	30	40	40	-	-	-	10	40	20	10	-	-	284					
	SUBTOTAL COST	\$ 13,554	\$ 7,440	\$ 3,000	\$ 3,200	\$ 8,320	\$ -	\$ -	\$ -	\$ 1,760	\$ 8,400	\$ 2,020	\$ 2,660	\$ -	\$ -	\$ 50,354	\$ 112,533	\$ 162,887			
8 Funding Coordination																					
8.1	Identify Requirements/Limitations of Secured Federal and State Funding	4		10									40			54	\$ 12,644	\$ -			
	SUBTOTAL HOURS	4	-	10	-	-	-	-	-	-	-	-	40	-	-	54					
	SUBTOTAL COST	\$ 1,004	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,840	\$ -	\$ -	\$ 12,644	\$ -	\$ 12,644			
9 Out-of-Scope Efforts Completed in Preliminary Design Phase																					
9.1	See HDR Proposal (TKDA completed Out-Of-Scope tasks w/ re-proposed contract hours)																\$ 214,469				
	SUBTOTAL HOURS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-					
	SUBTOTAL COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 214,469	\$ 214,469			
	TKDA LABOR HOURS - AMENDMENT 4															1,204					
	TOTAL LABOR COSTS - AMENDMENT 4															\$ 182,091	\$ 508,412	\$ 690,503			
TKDA Expenses (subconsultant expenses included in sub-totals above):																					
	Travel / Misc. (including Field Surveys, Utility Coord. Mtgs)															\$ 200	\$ 200	\$ 200			
	Survey Equipment															\$ 4,275	\$ 4,275	\$ 4,275			
	TOTAL TKDA TEAM PROJECT COST - AMENDMENT 4															\$ 186,566	\$ 508,412	\$ 694,978			

ASSUMPTIONS:

1. Geotechnical services include additional borings, analysis, and reporting at proposed bridge, retaining wall, and infiltration pond locations. Additional effort is documented in included January 8, 2024 Braun Interlee proposal.
2. While HDR proposal identified multiple options for traffic studies along alternative routes, hours included in this TKDA Team Master Proposal are specific to just studies along Davenport (Option 7.3A).



City of Blaine Staff Report

File Number: 2024-75

Agenda Date	Status
March 18, 2024	
In Control	File Type
City Council	Motion

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

Agenda Item # 8.10

Authorize Temporary Removal of Parking Restrictions on 91st Avenue, between Eldorado Street and Isanti Street to accommodate Ferguson Waterworks Training Academy

Executive Summary

Temporary Removal of Parking Restrictions on 91st Avenue, between Eldorado Street and Isanti Street to accommodate Ferguson Waterworks Training Academy on April 2, 2024 through April 4, 2024.

Background

The City has received an e-mail from Ferguson Waterworks, requesting temporary removal of parking restrictions on 91st Avenue between Eldorado Street and Isanti Street in order to allow parking on this street April 2-4, 2024. Ferguson Waterworks is hosting a Training Academy to educate their customers on new water equipment and technology and are expecting to host 60 to 70 persons at their facility.

Staff recommends authorization of temporary parking on both sides of 91st Avenue between Eldorado Street and Isanti Street as indicated on the attached map.

City Council authorization is required for the temporary lifting of parking restrictions. City Council has previously authorized similar temporary lifting of parking restrictions for this specific event and other business events in the area.

Strategic Plan Relationship

Not applicable.

Board/Commission Review

Not applicable.

Financial Impact

Not applicable.

Public Outreach/Input

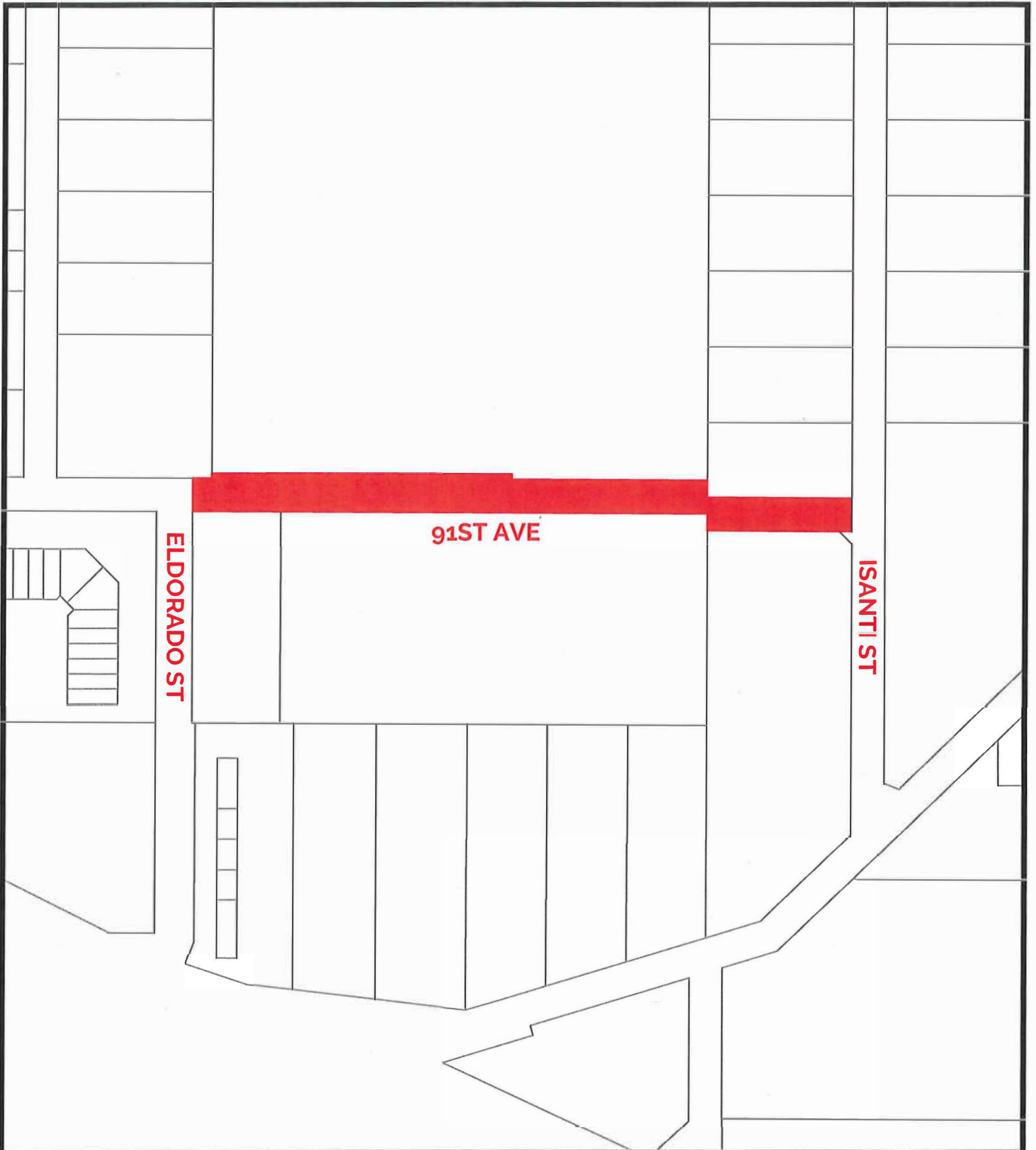
Not applicable.

Staff Recommendation

By motion, authorize the temporary removal of parking restrictions on both sides of 91st Avenue between Eldorado and Isanti Streets, beginning at 2:00PM, April 1, 2024, and ending at 7:00PM, April 4, 2024.

Attachment List

1. Ferguston Waterworks Location Map



TEMPORARY PARKING
91ST AVE FROM ELDORADO ST TO ISANTI ST
BOTH SIDES OF 91ST AVE

City of Blaine Engineering Department / 10801 Town Square Dr NE/ Blaine, MN 55449/ 763-785-6172





City of Blaine Staff Report

File Number: 2024-76

Agenda Date	Status
March 18, 2024	
In Control	File Type
City Council	Motion

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

Agenda Item # 8.11

Motion to Approve Amendment #1 to the Local Road Improvement Program Agreement

Executive Summary

Amend the agreement with the Minnesota Department of Transportation to utilize a portion of the \$7,000,000 grant from the Local Road Improvement Program Grant funds for the preliminary design of TH65 from 99th Avenue to 117th Avenue.

Background

On November 2, 2023, the city council approved a Local Road Improvement Program Grant Agreement with the Department of Transportation (MnDOT) to utilize a portion of the \$7,000,000 for preliminary engineering of the TH 65 improvements between 99th Avenue and 117th Avenue.

As you will recall, in order to receive these funds, a Local Road Improvement Program Grant Agreement between the City of Blaine and the Minnesota Department of Transportation was required. The original agreement detailed that \$3,211,008 of the grant would be utilized to pay for the preliminary engineering of the improvements on TH65 between 99th Ave and 117th Ave in the City of Blaine. The remainder of the funds will be utilized for engineering, acquisition of right of way, and construction and will be detailed further in a later agreement.

The city council will be asked to consider an amendment to the professional services contract with TKDA to continue the design prior to a final design and construction delivery contract procurement by MnDOT. MnDOT has reviewed the proposed amendment of \$694,978 to the current contract and has prepared an amendment to the Local Road Improvement Program Grant Agreement to pay for the additional services.

Strategic Plan Relationship

This item aligns with the strategic priorities of TH 65 improvement and infrastructure management.

Board/Commission Review

N/A

Financial Impact

This amendment will increase the available funding from the Local Road Improvement Grant for this agreement from \$3,211,008 to \$3,905,986. As a reimbursement grant, the city will be reimbursed for actual expenditures consistent with the grant agreement.

Public Outreach/Input

None

Staff Recommendation

Approve amendment #1 to the Local Road Improvement Program Grant Agreement and Authorize the Mayor and City Manager to sign said agreement.

Attachment List

1. Amendment

AMENDMENT # 1 TO MnDOT LOCAL ROAD IMPROVEMENT PROGRAM (LRIP)
GRANT AGREEMENT No. 1055222

Agreement Start Date:	<u>November 17, 2023</u>	Original Agreement Amount:	<u>\$3,211,008.00</u>
Orig. Agreement Exp. Date:	<u>November 1, 2028</u>	Prev. Amendment(s) Total:	<u>N/A</u>
Amended Exp. Date	<u>November 1, 2028</u>	Current Amendment Amount:	<u>\$694,978.00</u>
		Current Contract Total	<u>\$3,905,986.00</u>

Project Identification :	<u>Local Road Improvement Program – intersections improvement projects along TH 65 between 99th Ave and 117th Ave.</u>		
State Project:	<u>106-010-021</u>	Trunk Highway #:	<u>NA</u>
Federal Project #	<u>NA</u>		

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation (“MnDOT”) and the City of Blaine (“Grantee”).

Recitals

MnDOT has a contract with the Grantee identified as MnDOT Agreement Number 1055222 (“Original Agreement”), for SAP 106-010-021.

1. The funding awarded for SAP 106-010-021 from 2021 LRIP Funds (SAAS Acct 363) increased from \$3,211,008.00 to \$3,905,986.00.
2. MnDOT and the Grantee are willing to amend the Original Agreement as stated below.

Contract Amendment

In this Amendment deleted contract terms will be ~~struck out~~ and the added contract terms will be underlined.

REVISION 1: Article 1.4. Exhibits is amended as follows:

~~Exhibit A~~ Exhibit A-1: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; and Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

REVISION 2: Article 4.1.2 Sources and Uses of Funds is amended as follows:

Grantee represents to State that the Sources and Uses of Funds Schedule attached as ~~Exhibit A~~ Exhibit A-1 accurately shows the total cost of the project and all of the funds that are available for the completion of the project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State’s total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.

REVISION 3: Article 4.1.3. Total Obligation is amended as follows:

The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed ~~\$3,211,008.00~~ \$3,905,986.00.

REVISION 4. Article 18.3. Telecommunications Certification is amended as follows:

If federal funds are included in ~~Exhibit A~~ Exhibit A-1, by signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.

REVISION 5. Article 18.4. Title VI/Non-discrimination Assurances is amended as follows:

Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in ~~Exhibit A~~ Exhibit A-1, Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee’s compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

GRANTEE (City of Blaine)

DEPARTMENT OF TRANSPORTATION
Approval and Certifying Encumbrance

The Grantee certifies that the appropriate person(s) have executed the agreement on behalf of the Grantee as required by applicable articles, by laws, resolutions, or ordinances.

By: _____

Title: Mayor

Date: _____

By: _____

Title: City Manager

Date: _____

By: _____

Title: State Aid Programs Manager

Date: _____

OFFICE OF CONTRACT MANAGEMENT

By: _____
Contract Administrator

Date: _____

EXHIBIT A-1

SOURCES AND USES OF FUNDS SCHEDULE

SAP 106-010-021

SOURCES OF FUNDS

Entity Supplying Funds	Amount
State Funds:	
LRIP General Fund Grant (Acct 363)	\$3,211,008.00
Amendment # 1 (Acct 363)	\$694,978.00
Subtotal	\$3,905,986.00
Public Entity Funds:	
Matching Funds	\$0.00
Other:	
Subtotal	\$0.00
TOTAL FUNDS	\$3,905,986.00

USES OF FUNDS

Expenses	Amount
Items Paid for with LRIP Grant Funds:	
Engineering	\$3,905,986.00
Subtotal	\$3,905,986.00
Items paid for with Non-LRIP Grant Funds:	
	\$
Subtotal	\$0.00
TOTAL PROJECT COSTS	\$3,905,986.00



City of Blaine Staff Report

File Number: 2024-77

Agenda Date	Status
March 18, 2024	
In Control	File Type
City Council	Motion

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

Agenda Item # 8.12

Authorize a Professional Services Contract with Henning Professional Services, Inc. to Provide Right-of-Way Acquisition Services for the 2024 Southwest Area Street Reconstruction Project.

Executive Summary

Authorize the Mayor and City Manager to enter into a Professional Services Contract with Henning Professional Services, Inc. for Right-of-Way Acquisition Services for the 2024 Southwest Area Street Reconstruction Project.

Background

The City Council Ordered Improvement and the Preparation of Plans and Specifications for the 2024 Southwest Area Street Reconstruction Project on January 17, 2024 with Resolution 24-21.

The proposed project will reconstruct the following streets:

Area 1

- 89th Avenue (from University Avenue to MN Trunk Highway 65)

Area 2

- 85th Avenue (from dead end west of Lincoln Street to Central Avenue Service Road)
- Lincoln Street (from 85th Avenue to 89th Avenue)

Area 3

- 85th Avenue (from Lincoln Street to MN-65)

Area 4

- Central Avenue Service Road (From 500 feet south of 87th Avenue to the cul-de-sac just south of 89th Avenue)

The proposed project will generally involve reconstructing the existing roads according to the following:

Area 1 is proposed to be reconstructed with full depth pavement and aggregate base replacement, spot curb replacement, storm sewer repairs and replacements, bituminous trail replacement, spot water main repairs, and appurtenant construction.

Area 2 consists of city streets with rural sections and no curb and gutter. The method of reconstruction will be a full reconstruction to the city standard residential street, which will include full depth pavement replacement, installation of concrete curb and gutter, storm sewer improvements, spot water main repairs, and appurtenant construction.

Area 3 is proposed to be reconstructed with full depth pavement replacement, spot curb replacement, minor storm sewer repairs, spot water main repairs, and appurtenant construction.

Area 4 is proposed to be reconstructed with full depth pavement replacement, spot curb replacement, spot water main repairs, and appurtenant construction.

The City entered into a contract with Bolton & Menk to provide professional services for the design of the project. During design of the project, it has been determined that it will be necessary to acquire additional right-of-way from 8 different parcels for portions of the proposed project. Bolton & Menk does not provide this service and staff requested a proposal from Henning Professional Services, Inc. to provide right-of-way acquisition services for the proposed project.

Staff has reviewed this proposal and determined that the fees are justified and reasonable. Staff is recommending that Council accept the proposal from Henning Professional Services, Inc.

Strategic Plan Relationship

This project aligns with the City's strategic plan goal of well-maintained infrastructure by providing high quality city streets.

Board/Commission Review

Not applicable.

Financial Impact

Total proposed acquisition service fees are \$58,260.00. The project will be funded by a combination of assessments and bond proceeds placed in the City Pavement Management Program fund, Public Utility Funds and Municipal State Aid System funds.

The 2023 project budget included \$113,500 for consulting. The 2024 project budget in the 2024-2028 Capital Improvement Plan is \$5,760,000 and includes consulting, construction, and contingencies, resulting in a total project budget of \$5,873,500. These figures don't include any contribution from public utility funds.

Public Outreach/Input

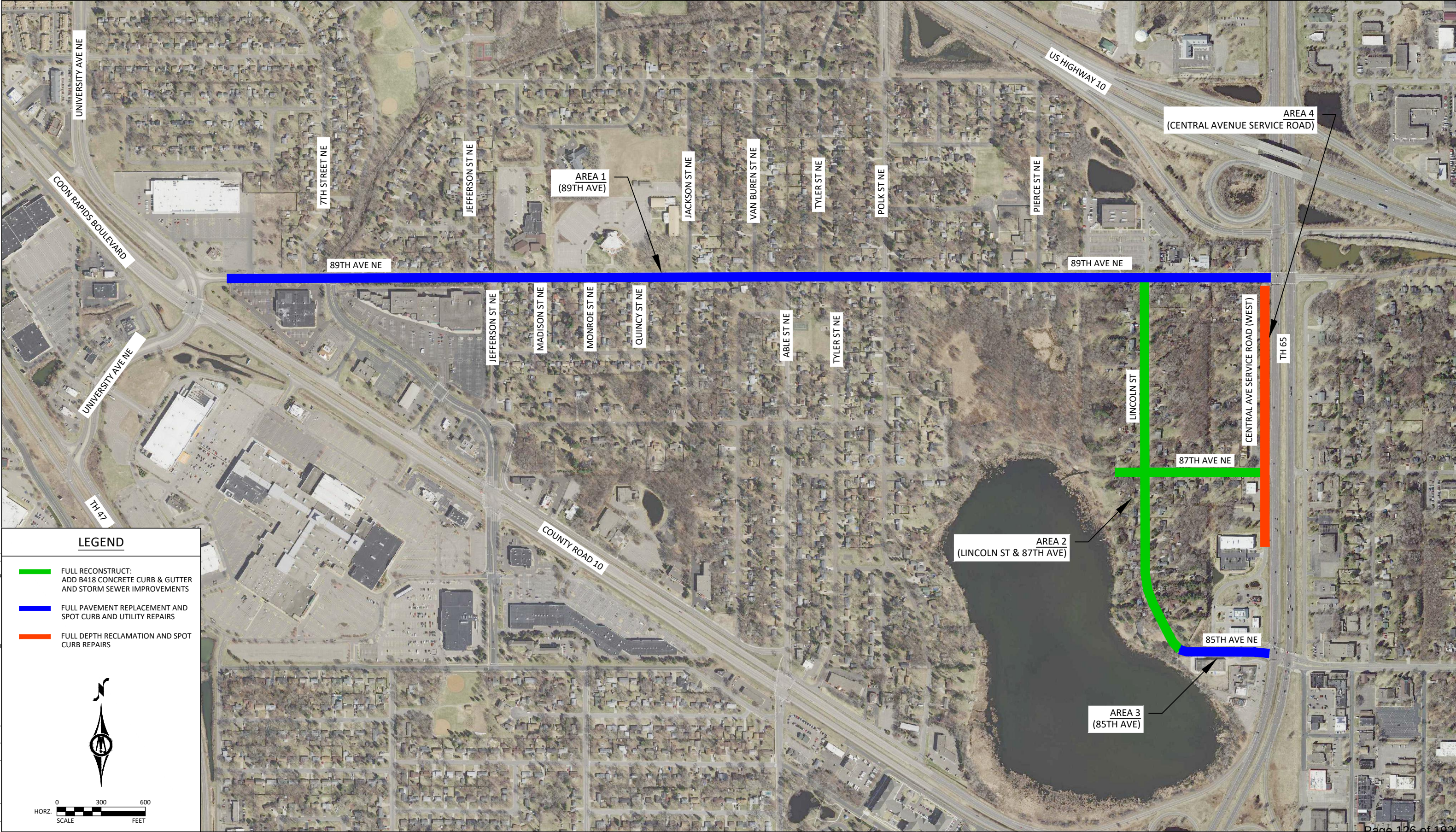
No public outreach/input is needed for this approval. Staff does anticipate additional outreach in the future as the project is developed.

Staff Recommendation

By motion, authorize the Mayor and City Manager to enter into a contract with Henning Professional Services, Inc. in the amount of \$58,260.00 for right-of-way acquisition services for the 2024 Southwest Area Street Reconstruction Project.

Attachment List

1. 24-07 Project Area Map
2. 24-07 Henning ROW Services Proposal





PO Box 25376
Woodbury, MN 55125
651.955.5594

March 8, 2024

Mr. Michael Nill, PE
Bolton and Menk, Inc.

Re: Right of Way Services Scope and Fee – Blaine – 2024 Southwest Area Reconstruction Project

Dear Mr. Nill,

I am pleased to offer right of way acquisition services to assist the City of Blaine in securing the land rights for 2024 Southwest Area Reconstruction Project. We are assuming that eight (8) parcels will be affected as listed on the attached spreadsheet. The project will be funded wholly with non-federal funds and no R/W Certificate is needed. I have assembled a solid acquisition team who has delivered numerous projects together in the past. Acquisition services will be provided by my firm and appraisal services will be provided by appraiser, Kelly Lindstrom. I am assuming that most of the appraised damages will be smaller values and appraisal reviews could be provided by the City in-house utilizing the City Auditor/Attorney, or City staff, depending on the amounts. Formal appraisal reviews by a licensed appraiser could be added to the proposal if desired.

Right of Way Agent Services:

- a) Possibly attempt to obtain binding right of entries from landowners prior to formal offers being made. However, turnaround on the appraisals will be quite quick if we can get authorization to proceed on this project in the next few days, and this may not be necessary.
- b) Maintain and provide acquisition spread sheets for information on acquisition
- c) Attend an open house and PMT meetings, as needed
- d) Early Notification letter to owner with formal project information and property rights
- e) Contact the landowner and schedule Field Title Investigation meeting
- f) Conduct Field Title Investigation and complete Report, coordinating with Appraiser
- g) Work closely with the City and designer related to landowner questions and project details
- h) Prepare offer letter and packet for each parcel
- i) Present offers of compensation
- j) Negotiate purchase of the easements
- k) Draft Administrative Settlements as appropriate
- l) Obtain signed easements and provide executed documents to City
- m) Draft and submit Pay Request for payment to owner
- n) Process appraisal reimbursements for landowners, as needed

-
- o) This task will also provide coordination with the City Attorney (CA) who will provide the conveyance documents and other required legal documents and lender consents.

Appraiser and Review Appraiser Services:

Kelly Lindstrom, appraiser, will provide appraisals. I am assuming that most of the appraised damages will be smaller values and appraisal reviews could be provided by the City in-house utilizing the City Auditor/Attorney, or City staff, depending on the amounts. Formal appraisal reviews by a licensed appraiser could be added to the proposal if desired. We can discuss this further as the appraisals are unfolding and we have an idea of values, especially on the larger easement required.

Ms. Lindstrom's estimate assumes no severance or access changes, etc. If staking can be completed by April 5th, so she can inspect the staked properties, the fee would be:

\$5,000 / first SFR Zoning report

\$5,000 / first Commercial report

\$13,500 / Reports 3-8 (\$2,250/report)

\$23,500 (Average \$2,937.50 /report)

Appraisal report delivery one week after inspection – approximately April 15.

Her schedule is valid until April 12th otherwise the delivery dates are subject to change.

Assumptions:

- a) The City or their design consultant will provide the title work, parcel sketches, staking and survey services needed.
- b) Appraisal assumptions listed above.
- c) Henning Professional Services, Inc. (HPS) is not a law firm and does not provide legal services. The City Attorney (CA) will provide legal documents such as deeds, easements, consents, disclaimers, etc., as required. The CA will also review title work and ensure that all interested parties are defined and listed prior to the agent meeting with the landowner. If the city would like to provide a template, for example from the Roundabout project we are finishing now, we can populate the documents for City review and approval.
- d) The City will provide review of any permits required (fence, sign, etc.) and request and issue permits as required.
- e) The City will record all documents that they would like recorded.
- f) The City will provide all tax forms such as 1099's.
- g) No relocation is included in this estimate, including sign relocation.
- h) The CA will provide all eminent domain tasks, if needed. HPS assistance would be limited to providing all information and files in HPS's possession and to strategize with CA, if requested.
- i) This estimate does not provide translation services for any non-English speaking owners. Fees for translation services, including American Sign Language, would be paid for by the City.

- j) We are assuming an estimated three (3) lender consents will need to be pursued. If this number increases, and the lenders are time-consuming to work with, our fee may increase.

Estimated Fee:

Right of way agent services are provided on an hourly basis only for hours required. The proposed fee is estimated for the above scope of services:

Right of Way Agent Fees (\$4,000 per parcel avg. x 8 parcels)	\$ 32,000
This includes all tasks listed under "agent" above.	
Right of Way Project Manager	\$ 1,560
Appraisal Fee	\$ 23,500
Appraisal Review Fee (optional – City can provide inhouse)	\$ n/a
Estimated Expenses:	
Certified mail (8 parcels x \$50 each)	\$ 400
Mileage estimate	\$ 800

Estimated Fee **\$ 58,260**

Please contact me at 651-955-5594 with any questions. Thank you for the opportunity to provide this proposal.

Sincerely,
Henning Professional Services, Inc.



Sonya A. Henning, PE
President

Blaine 2024 Recon				
Par #	PID	Address	Owner	Acquisition
TBD	31-31-23-23-0058	8943 University Ave. NE	Victoria Estates LTD and 4 more!!	531 SF Sidewalk Esmt
TBD	31-31-23-23-0005	173 89th Ave. NE	Gebi Tufaa	436 SF Sidewalk Esmt
TBD	31-31-23-24-0053	8901 7th St. NE	Christopher Wilson	246 SF Sidewalk Esmt
TBD	31-31-23-32-0008	170 89th Ave. NE	Blaine/Atlantic Funding LLC	2849 SF Utility and Sidewalk Esmt
TBD	31-31-23-14-0014	981 89th Ave. NE	Daniel R. Schmitt	70 SF Sidewalk Esmt
TBD	32-31-23-23-0016	1015 89th Ave. NE	Wayne Robert Johnson	86 SF Sidewalk Esmt
TBD	32-31-23-24-0015	1355 89th Ave. NE	Catherine A. Fish	127 SF Sidewalk Esmt
TBD	32-31-23-24-0014	1399 89th Ave. NE	Morgan VIII LLC	806 SF Sidewalk Esmt.

City of Blaine

By: _____

Michelle A. Wolfe

Title: City Manager

By: _____

Tim Sanders

Title: Mayor



City of Blaine Staff Report

File Number: RES 24-58

Agenda Date	Status
March 18, 2024	
In Control	File Type
City Council	Resolution

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

Agenda Item # 8.13

Resolution to Approve Joint Powers Agreement No. C0010610 with Anoka County and Coon Rapids for Signal Reconstruction and ADA Improvements at University Avenue (CSAH 3) and 86th Lane

Executive Summary

Anoka County identified the existing signal at University Avenue (CSAH 3) and 86th Lane as needing reconstruction. The reconstructed signal requires a new Joint Powers Agreement (JPA) between Anoka County, Blaine, and Coon Rapids. Plans have been prepared and the project can move forward as proposed to reconstruct the traffic control signal system. Construction is scheduled for Summer of 2024.

Background

The original signal was constructed in the 1980's and a Joint Powers Agreement (JPA) between Anoka County, Blaine, and Coon Rapids exists for that construction and continued maintenance for the existing signal. The poor condition of the existing signal as well as the county's planned mill and overlay project of University Avenue at this intersection, has made the replacement of this signal a county priority. The county has completed a Signal Justification Report (SJR) and the signal meets warrants for replacement. The project will include reconstruction of the signal, ADA improvements at the intersection, and milling and overlaying of University Avenue from Hwy 47 at the west end to the CSAH 10 service drive to the east. The 86th Lane to the north/west of University Avenue will also be overlayed at this time.

Staff worked with Anoka County and Coon Rapids to prepare a JPA based on the existing JPA for this signal and updated for current cost sharing standards of similar projects within the county. Because this is a signal replacement, each entity is responsible for its leg of the intersection. In general, the county is responsible for all construction costs for the University Avenue legs, Coon Rapids will be responsible for the north/west 86th Lane leg and Blaine will be responsible for the south/east 86th Lane leg. The JPA also indicates the standard future maintenance obligations of the cities, which include, streetlights, luminaries and EVP systems on traffic signals, and initial and ongoing electrical costs for

streetlights and traffic signal. Blaine will be invoiced by the county for this maintenance and invoice Coon Rapids for their share. Blaine will be solely responsible for the maintenance (including replacement) of the sidewalk at the intersection.

Per the JPA, the City of Blaine's participation in construction is estimated at \$179,874.20. This includes construction, construction engineering, and county furnished materials (the county will supply the control cabinet at a cost of \$30,000). Costs are outlined in the attached JPA. Because this was added to the county's 2024 overlay of CSAH 3 and the signal replacement was not a known project until recently, the county has agreed payment will be required no sooner than January 1st, 2025.

Strategic Plan Relationship

The project aligns with the City's strategic initiatives for Growth Management and providing a Well-maintained Infrastructure.

Board/Commission Review

This item has not been reviewed by any boards or commissions.

Financial Impact

The project has not been budgeted for 2024. Per the JPA, the county has agreed payment will be required no sooner than January 1st, 2025. Because Blaine's leg of the intersection is a private street, Municipal State Aid funds cannot be used to fund this project and therefore a combination of PMP funds will need to be used along with the city's internal MSAS funds.

Public Outreach/Input

N/A

Staff Recommendation

Approve the following resolution.

Attachment List

1. SAP 002-603-005_Blaine and Coon Rapids JPA_3-8-24
2. Exhibit A_CSAH 3 & 86th Ln NE Signal Preferred Layout_20240229
3. Exhibit B_CSAH 3 & 86TH Ln NE Signal Replacment JPA Cost Estimate_Final



City of Blaine

Signature Copy

Resolution: RES 24-58

Resolution to Approve Joint Powers Agreement No. C0010610 with Anoka County and Coon Rapids for Signal Reconstruction and ADA Improvements at University Avenue (CSAH 3) and 86th Lane

WHEREAS, the County of Anoka, the City of Blaine, and the City of Coon Rapids desire to jointly reconstruct the signal at the intersection at County State Aid Highway (CSAH) 3 (University Avenue) and 86th Lane NE in accordance with Anoka County and the Minnesota Department of Transportation standards for the benefit of the traveling public; and

WHEREAS, Minnesota Statutes Section 471.59 authorizes the County of Anoka to enter into an Agreement with the City of Blaine and the City of Coon Rapids to provide for the reconstruction of a signal system at CSAH 3 (University Avenue) and 86th Lane NE for the joint exercise of powers common to each; and

WHEREAS, said Agreement details the responsibilities of the County of Anoka, the City of Blaine, and the City of Coon Rapids as to the costs associated with the construction and related activities of the project.

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

1. Joint Powers Agreement No. C0010610 between the County of Anoka, the City of Blaine, and the City of Coon Rapids with regard to the construction of a signal system at the intersection of CSAH 3 (University Avenue) and 86th Lane NE is hereby approved.
2. The Mayor and City Manager are hereby authorized and directed to execute said agreement.

PASSED by the City Council of the City of Blaine this 18th day of March, 2024.

**JOINT POWERS AGREEMENT
FOR THE SIGNAL RECONSTRUCTION AND ADA IMPROVEMENTS OF COUNTY STATE
AID HIGHWAY 3 AT 86TH LN NE
IN THE CITIES OF BLAINE AND COON RAPIDS, MN
(SAP 002-603-005)
(SAP 106-020-042)
(SAP 114-020-063)**

THIS AGREEMENT is made by the parties on the last date executed below, by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue, Anoka, Minnesota 55303, hereinafter referred to as "County", City of Coon Rapids, 11155 Robinson Drive NW, Coon Rapids, MN 55433, hereinafter referred to as "Coon Rapids", and the City of Blaine, 10801 Town Square Drive NE, Blaine, MN 55449, hereinafter referred to as "Blaine".

WITNESSETH

WHEREAS, the parties to this agreement agree it is in the best interest of the traveling public to reconstruct the signal on County State Aid Highway (CSAH) 3 (University Ave NE) at 86th Lane NE and,

WHEREAS, said parties mutually agree that the signal on CSAH 3 at 86th Lane NE is in need of reconstruction; and,

WHEREAS, the County has prepared preliminary design plans for the reconstruction of CSAH 3 at 86th Lane NE in accordance with Anoka County and the Minnesota Department of Transportation standards to a staff approved layout condition; and,

WHEREAS, Anoka County has jurisdiction over CSAH 3 and the City of Blaine and the City of Coon Rapids have jurisdiction over 86th Lane NE and,

WHEREAS, the parties agree that it is in their best interests that the cost of said project be shared; and,

WHEREAS, Minn. Stat. § 471.59 authorizes political subdivisions of the state to enter into joint powers agreements for the joint exercise of powers common to each.

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

I. PURPOSE

The parties have joined together for the purpose of reconstructing the signal system on CSAH 3 at 86th Lane NE, milling & overlaying CSAH 3, improving drainage, and adding pedestrian ramps; as described in the preliminary design plans (hereinafter the "Project"). The County and the cities project numbers are noted above. Said engineering plans are filed in the office of the Anoka County Highway Department and incorporated herein by reference.

The parties to this Joint Powers Agreement (JPA) agree in principle that construction of the Project is in the best interest of the traveling public and that the Preliminary Layout as shown in Exhibit “A” defines the preliminary design of the Project.

It is agreed that the Exhibit “A” Layout dated February 29, 2024 has been reviewed and accepted by the parties and is suitable for preparation of final construction documents. Any significant changes made hereafter to the design as presented in the Exhibit “A” Layout will require approval by the parties as an amendment to this JPA. These same changes will require a change in the cost share to include any additional design engineering costs that may occur.

II. METHOD

The County shall cause the construction of the Project.

IMPROVEMENTS:

It is agreed by the parties that in 2024, the CSAH 3 signal system at 86th Lane NE will be reconstructed and CSAH 3 will be milled & overlayed to the extent shown in “Exhibit A”.

INTERSECTIONS:

As agreed by the parties, and shown in the Exhibit “A” Layout design, the CSAH 3 at 86th Lane NE intersection will continue to be a full access signalized intersection.

RIGHT OF WAY:

The parties agree that the County will acquire all necessary right-of-way and easements for the Project. Acquisition of any additional right-of-way and/or easements needed for improvements to the City street intersections beyond what is defined in the Exhibit “A” Layout will be the responsibility of Blaine and Coon Rapids. It is agreed by the parties that all necessary right of way and easements will be in legal possession of the County prior to construction of the project. Any Blaine or Coon Rapids owned property or easements required for the construction will be conveyed to the County at no cost.

TRAFFIC SIGNALS:

The parties agree that the existing traffic control signal system at the CSAH 3 and 86th Lane NE intersection will be reconstructed with this project. The parties agree that the cost of the reconstruction of this signal shall be standard County cost share; with 50% of the EVP costs and 25% of the traffic signal cost to Blaine, 50% of the EVP costs and 25% of the traffic signal cost to Coon Rapids, and 50% of the traffic signal cost to the County. Traffic signal steel will be galvanized finish.

Following the reconstruction, the ongoing traffic signal maintenance at the CSAH 3 and 86th Lane NE intersection will be consistent with Anoka County warranted traffic signal maintenance practices, with the County 100% responsible for all ongoing traffic signal maintenance, Blaine reimbursing the County 100% for all ongoing EVP maintenance, Blaine and Coon Rapids 100% responsible for all luminaire maintenance, and 100% responsible for the ongoing supply of electrical power for the traffic signal system.

DRAINAGE:

Associated drainage improvement costs of this project will be responsibility of the County.

SIDEWALK:

The parties agree that Blaine will be responsible for the sidewalk cost in areas where no sidewalk exists and the County will be responsible for the cost at the signal pedestrian ramps and where a sidewalk currently exists. This sidewalk location has been agreed to by Blaine. If the sidewalk location changes in the future, the additional costs associated with this change will be the responsibility of Blaine.

The parties understand that the cost for the sidewalk includes: concrete surfacing, aggregate base, excavation (including muck excavation), borrow material (granular and topsoil), and turf establishment. The parties agree that the County will be responsible for the costs for the design of the sidewalk, the additional right of way and easements required to construct the sidewalk at the proper location, and any removal items required to construct the sidewalk.

TRAFFIC CONTROL:

The parties understand and agree that CSAH 3 and 86th Lane NE will be open to through traffic during construction. The parties agree and understand the cost share for traffic control for Blaine and Coon Rapids shall be a prorated share based on the respective cities project costs divided by the total project cost.

DRIVEWAYS:

The parties agree that all driveways affected (excluding those identified for removal) by the Project will be reconstructed in kind at 100% Anoka County cost, with the cost of any upgrades requested by Blaine and Coon Rapids, including concrete aprons, to be their sole responsibility.

UTILITIES:

The parties agree that the Exhibit "A" Layout does not include any anticipated utility relocations or improvements as part of this Project.

PERMITS:

No permits are required for this project. The County requests that each City inform the County of any ordinances or city regulations that affect construction at the time of the signing of this JPA (e.g. setbacks, tree clearing ordinances, or any other city ordinances).

III. COSTS

The contract costs of the work, or if the work is not contracted, the cost of all labor, materials, normal engineering costs and equipment rental required to complete the work, shall constitute the "actual construction costs" and shall be so referred to herein. "Estimated construction costs" are good faith projections of the costs, which will be incurred for this project. Actual costs will vary and those will be the costs for which the relevant parties will be responsible.

The estimated construction cost of the total project is \$1,050,980.44.

The estimated cost of the County Furnished Signal Cabinet is \$30,000.00.

City of Blaine Cost Breakdown

The total estimated construction cost to Blaine is \$159,604.20. The estimated cost to Blaine for the County Furnished Signal Cabinet is \$7,500.00.

The Blaine participation in construction engineering will be at a rate of eight percent (8%) of their designated construction share of \$159,604.20. The estimated cost to the Blaine for construction engineering is \$12,770.00. In summary, the total Blaine share of this project is \$179,874.20 (includes construction, construction engineering, and County furnished materials costs). **(see summary below).**

***(\$159,604.20 + \$12,770.00 + \$7,500.00 = \$179,874.20)**

Upon award of the contract, but no sooner than **January 1st, 2025**, Blaine shall pay to the County, upon written demand by the County, ninety five percent (95%) of its portion of the cost of the project estimated at \$170,880.49. Prior to billing, this estimate will be updated by the County to reflect the actual bid prices as awarded. An updated cost estimate shall be provided to Blaine at the time of billing. Blaine's share of the cost of the project shall include only construction and construction engineering expense and does not include engineering design and administrative expenses incurred by the County.

After final completion of the project Blaine's share of the construction cost will be based upon actual construction costs. If necessary, adjustments to the initial ninety five percent (95%) charged will be made in the form of credit or additional charges to Blaine's share. Also, the remaining five percent (5%) of Blaine's portion of the construction costs shall be paid.

The County agrees to submit to Blaine for review final quantities and cost within one year of project substantial completion.

City of Coon Rapids Cost Breakdown

The total estimated construction cost to Coon Rapids is \$156,076.20. The estimated cost to Coon Rapids for the County Furnished Signal Cabinet is \$7,500.00.

The Coon Rapids participation in construction engineering will be at a rate of eight percent (8%) of their designated construction share of \$156,076.20. The estimated cost to the Coon Rapids for construction engineering is \$12,490.00. In summary, the total Coon Rapids share of this project is \$176,066.20 (includes construction, construction engineering, and County furnished materials costs). **(see summary below).**

***(\$156,076.20 + \$12,490.00 + \$7,500.00 = \$176,066.20)**

Upon award of the contract, but no sooner than **January 1st, 2025**, Coon Rapids shall pay to the County, upon written demand by the County, ninety five percent (95%) of its portion of the cost of the project estimated at \$167,262.89. Prior to billing, this estimate will be updated by the County to reflect the actual bid prices as awarded. An updated cost estimate shall be provided to Coon Rapids at the time of billing. Coon Rapids' share of the cost of the project shall include only construction and construction engineering expense and does not include engineering design and administrative expenses incurred by the County.

After final completion of the project Coon Rapids' share of the construction cost will be based upon actual construction costs. If necessary, adjustments to the initial ninety five percent (95%) charged will be made in the form of credit or additional charges to the Coon Rapids' share. Also, the remaining five percent (5%) of Coon Rapids' portion of the construction costs shall be paid.

The County agrees to submit to Coon Rapids for review final quantities and cost within one year of project substantial completion.

IV. TERM / TERMINATION

This Agreement shall become effective immediately upon execution, and will remain in effect until the Project and all restoration activities are completed, *with exception* of the ownership and maintenance provisions within this Agreement which shall continue indefinitely.

V. DISBURSEMENT OF FUNDS

All funds disbursed by the County, Blaine or Coon Rapids pursuant to this Agreement shall be disbursed by each entity pursuant to the method provided by law.

VI. CONTRACTS AND PURCHASES

All contracts let and purchases made pursuant to this Agreement shall be made by the County in conformance to the State laws.

VII. STRICT ACCOUNTABILITY

A strict accounting shall be made of all funds and report of all receipts and shall be made upon request by either party. Prior to city payment to the County, Anoka County shall provide Blaine and Coon Rapids a copy of all cost participation documents submitted to MnDOT State Aid to assist the city in their application for MSA funding.

VIII. SIGNALIZATION POWER

Blaine shall at their sole expense, install and cause the installation of an adequate electrical power source to the service cabinet for all the previously mentioned CSAH 3 traffic control signal systems including any necessary extension of power lines. Blaine shall be the lead agency in this matter. Upon completion of said traffic control signal installations, the ongoing cost of the electrical power to the signal system shall be the responsibility of Blaine and Coon Rapids.

IX. MAINTENANCE

- A. Maintenance of the sidewalk at the intersection of CSAH 3 and 86th Lane NE shall be the responsibility of the Blaine. Blaine shall be responsible for general routine maintenance, such as sweeping, clearing, plowing, trash removal and other incidental items. Blaine shall be responsible for long-term maintenance, such as crack sealing and replacement.
- B. Maintenance of crosswalk pavement markings shall be the responsibility of the County. The County will be responsible for the maintenance of the crosswalk pavement marking for the crossings at the signalized intersection.

- C. Cost of electrical power to the signal system shall be the obligation of Blaine and Coon Rapids.
- D. Maintenance of the completed traffic control signal and signal equipment at the intersection of CSAH 3 and 86th Lane NE shall be the sole obligation of the County.
- E. The County shall maintain the said traffic signal controllers, traffic signal and pedestrian indications, loop detectors and associated wiring of the said traffic control signals at the sole obligation of the County.
- F. Painting of the traffic signal shall be the sole obligation of the County. Any variation of painting color standards will be billed to Blaine
- G. Timing of the completed traffic control signal shall be determined by the County.
- H. Only the County shall have access to the controller cabinets.
- I. The traffic control signals shall be the property of the County.
- J. Blaine shall be responsible for maintenance of the luminaries, luminaire relamping, and luminaire painting.
- K. All maintenance of the EVP System shall be completed by the County. Blaine shall be billed by the County on a quarterly basis for all incurred costs.
- L. EVP Emitter Units may be installed on and used only by Emergency Vehicles responding to an emergency as defined in Minnesota Statutes §169.011, Subdivision 3, and §169.03. Blaine shall provide a list to the County Engineer, or the County's duly appointed representative, of all such vehicles with emitter units on an annual basis.
- M. Malfunctions of the EVP System shall be immediately reported to the County.
- N. All timing of said EVP System shall be determined by the County.
- O. In the event said EVP System or components are, in the opinion of the County, being misused, or the conditions set forth are violated, and such misuse or violation continues after receipt by Blaine, written notice thereof from the County, the County shall remove the EVP System. Upon removal of the EVP System pursuant to this paragraph, the field wiring, cabinet wiring, detector receiver, infrared detector heads and indicator lamps and all other components shall become the property of the County.

X. NOTICE

For purposes of delivery of any notices herein, the notice shall be effective if delivered to the County Administrator of Anoka County, 2100 Third Avenue, Anoka, Minnesota 55303, on behalf of the County, to the City Manager of Coon Rapids, 11155 Robinson Drive NW, Coon Rapids, MN 55433, on behalf of Coon Rapids, and to the City Administrator of Blaine, 10801 Town Square Drive NE, Blaine, MN 55449, on behalf of Blaine.

XI. INDEMNIFICATION

Blaine, Coon Rapids and County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

XII. ENTIRE AGREEMENT REQUIREMENT OF A WRITING

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the parties to the subject matter thereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

XIII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

COUNTY OF ANOKA

By: _____
Dee Guthman
Interim County Administrator

RECOMMENDED FOR APPROVAL:

By: _____
Joseph J. MacPherson, P.E.
Transportation Division Manager

APPROVED AS TO FORM AND EXECUTION:

By: _____
Christine V. Carney
Assistant County Attorney

CITY OF BLAINE

By: _____
Tim Sanders
Mayor

Dated: _____

By: _____
Michelle A. Wolfe
City Administrator

Dated: _____

CITY OF COON RAPIDS

By: _____
Jerry Koch
Mayor

Dated: _____

By: _____
Matt Stemwedel
City Manager

Dated: _____

By: _____
Tim Himmer
Public Works Director

Dated: _____

By: _____
David Brodie
City Attorney

Dated: _____

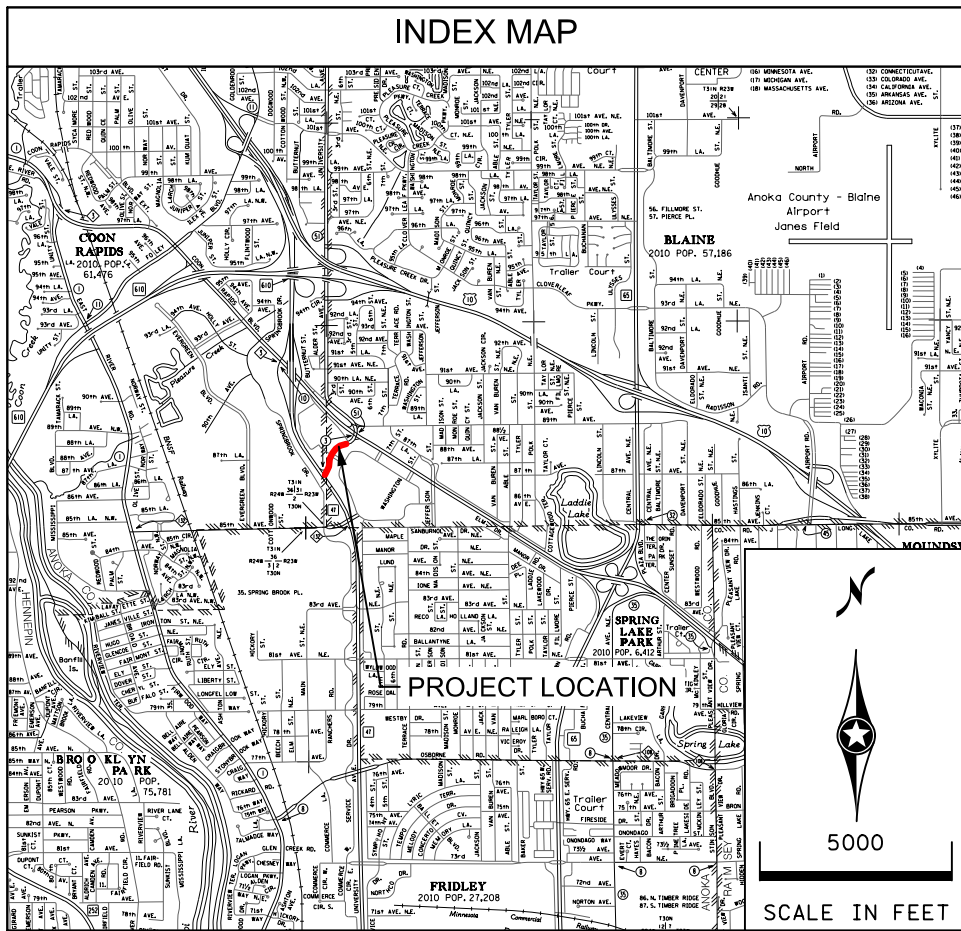
EXHIBIT "A"

Layout

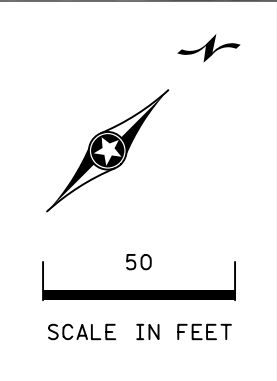
EXHIBIT A

CSAH 3 (UNIVERSITY AVE NE) & 86TH LN NE
SIGNAL REPLACEMENT & PAVEMENT REHABILITATION
PRELIMINARY LAYOUT

FEBRUARY 29, 2024

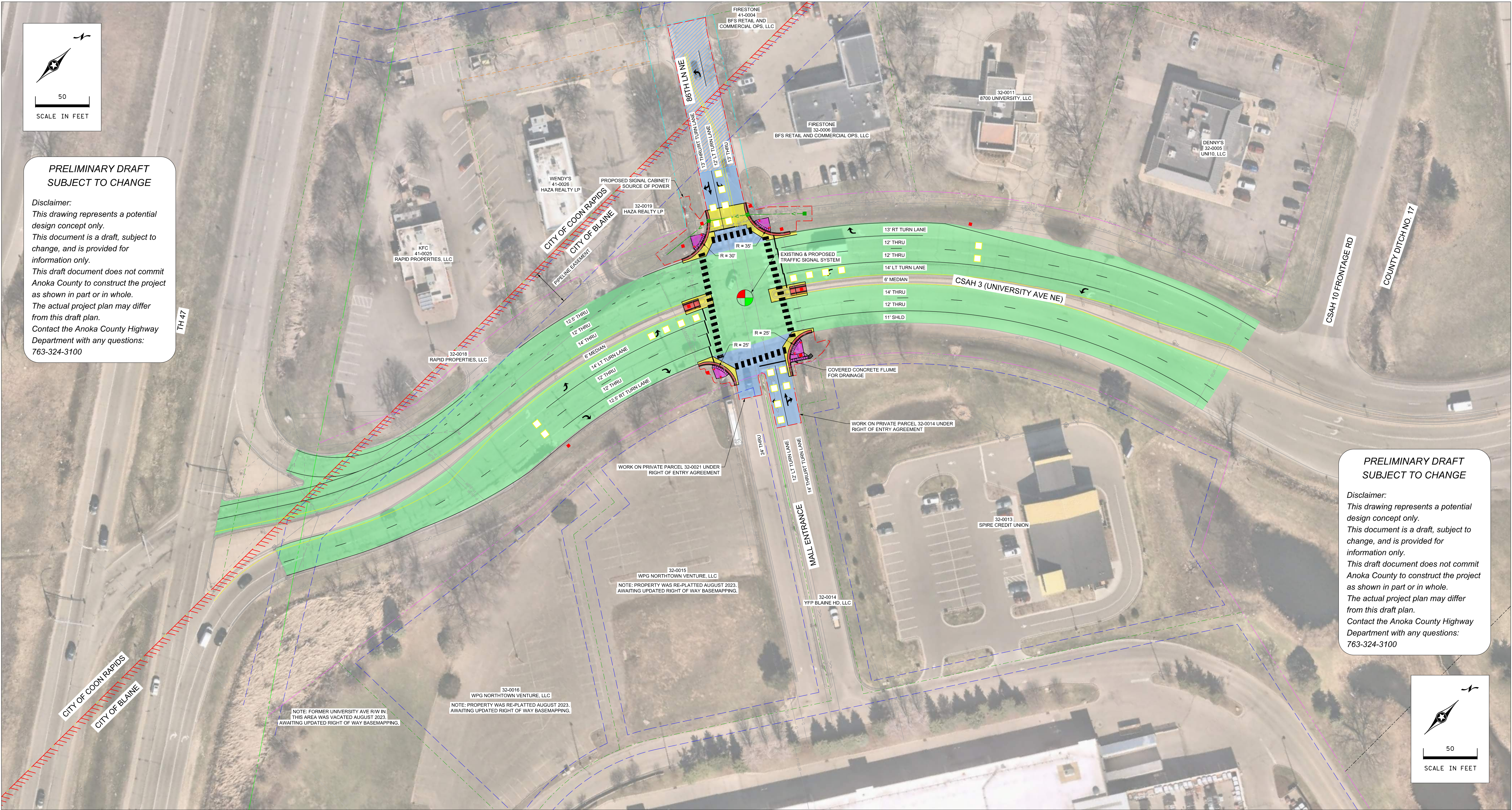


LEGEND	
	PROPOSED BITUMINOUS PAVEMENT
	PROPOSED CONCRETE WALK
	PROPOSED CONCRETE C&G MEDIAN
	3" BITUMINOUS MILL & OVERLAY
	2" BITUMINOUS MILL & OVERLAY
	2" BITUMINOUS MILL & OVERLAY - NON PARTICIPATING CITY FUNDED WORK
	PROPOSED SIGNAL MAST ARM
	PROPOSED APS PUSH BUTTON
	PROPOSED SIGNAL LOOP DETECTION
	PROPOSED SIGNAL HANDHOLE
	PROPOSED CATCH BASIN
	PROPOSED STORM SEWER
	PRELIMINARY CONSTRUCTION LIMITS
	EXISTING MNDOT RIGHT OF WAY
	EXISTING COUNTY RIGHT OF WAY
	EXISTING CITY RIGHT OF WAY
	MUNICIPAL BOUNDARY
	PROPERTY LINE
	EXISTING DRAINAGE & UTILITY EASEMENT
	EXISTING ACCESS EASEMENT



PRELIMINARY DRAFT
SUBJECT TO CHANGE

Disclaimer:
This drawing represents a potential design concept only.
This document is a draft, subject to change, and is provided for information only.
This draft document does not commit Anoka County to construct the project as shown in part or in whole.
The actual project plan may differ from this draft plan.
Contact the Anoka County Highway Department with any questions: 763-324-3100



PRELIMINARY DRAFT
SUBJECT TO CHANGE

Disclaimer:
This drawing represents a potential design concept only.
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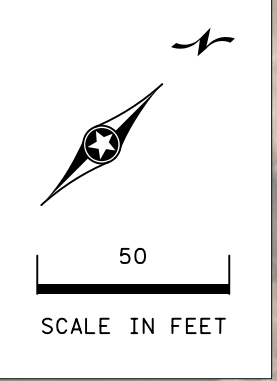


EXHIBIT “B”

Cost Distribution Spreadsheet

EXHIBIT B

Construction Cost Estimate - 95% Construction Plans																	
CSAH 3 & 86th Ln Signal Replacement (S.A.P. 002-603-005)																	
STATE AID PARTICIPATING														NON-PARTICIPATING			
Item #	Description	Units	Unit Cost	Total Estimate		S.A.P. 002-603-005 ANOKA COUNTY		S.A.P. 106-020-042 CITY OF BLAINE		S.A.P. 114-020-063 CITY OF COON RAPIDS		S.A.P. 002-603-005 STORM SEWER		BLAINE NON- PARTICIPATING		COON RAPIDS NON- PARTICIPATING	
				Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
2021.501	MOBILIZATION	LUMP SUM	\$ 52,500.00	1	\$ 52,500.00	0.67	\$ 35,175.00	0.14	\$ 7,350.00	0.14	\$ 7,350.00	0.03	\$ 1,575.00	0.01	\$ 525.00	0.01	\$ 525.00
2102.503	PAVEMENT MARKING REMOVAL	LIN FT	\$ 1.05	75	\$ 78.75	75	\$ 78.75										
2104.502	REMOVE SIGN	EACH	\$ 52.50	8	\$ 420.00	8	\$ 420.00										
2104.502	REMOVE SIGNAL SYSTEM	EACH	\$ 21,000.00	1	\$ 21,000.00	0.5	\$ 10,500.00	0.25	\$ 5,250.00	0.25	\$ 5,250.00						
2104.502	REMOVE SIGN PANEL	EACH	\$ 52.50	1	\$ 52.50	1	\$ 52.50										
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	\$ 5.25	450	\$ 2,362.50	450	\$ 2,362.50										
2104.503	REMOVE CURB & GUTTER	LIN FT	\$ 10.50	177	\$ 1,858.50	177	\$ 1,858.50										
2104.504	REMOVE CONCRETE WALK	SQ YD	\$ 26.25	31	\$ 813.75	31	\$ 813.75										
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$ 16.80	238	\$ 3,998.40	238	\$ 3,998.40										
2106.507	EXCAVATION - COMMON	CU YD	\$ 73.50	70	\$ 5,145.00	70	\$ 5,145.00										
2106.507	COMMON EMBANKMENT (CV)	CU YD	\$ 42.00	20	\$ 840.00	20	\$ 840.00										
2118.507	AGGREGATE SURFACING (CV) CLASS 2	CU YD	\$ 94.50	8	\$ 756.00	8	\$ 756.00										
2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	\$ 78.75	72	\$ 5,670.00	72	\$ 5,670.00										
2232.504	MILL BITUMINOUS SURFACE (2.0")	SQ YD	\$ 3.15	1127	\$ 3,550.05	581	\$ 1,830.15							273	\$ 859.95	273	\$ 859.95
2232.504	MILL BITUMINOUS SURFACE (3.0")	SQ YD	\$ 4.20	8852	\$ 37,178.40	8852	\$ 37,178.40										
2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3:B)	TON	\$ 120.75	32	\$ 3,864.00	32	\$ 3,864.00										
2360.509	TYPE SP 12.5 WEARING COURSE MIX (3:F)	TON	\$ 105.00	1710	\$ 179,550.00	1646	\$ 172,830.00							32	\$ 3,360.00	32	\$ 3,360.00
2503.503	12" DUCTILE IRON PIPE SEWER	LIN FT	\$ 105.00	90	\$ 9,450.00							90	\$ 9,450.00				
2503.503	12" RC PIPE SEWER DES 3006	LIN FT	\$ 78.75	51	\$ 4,016.25							51	\$ 4,016.25				
2503.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	\$ 2,100.00	1	\$ 2,100.00							1	\$ 2,100.00				
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 1	EACH	\$ 21,000.00	1	\$ 21,000.00	1	\$ 21,000.00										
2506.502	CASTING ASSEMBLY	EACH	\$ 1,260.00	3	\$ 3,780.00							3	\$ 3,780.00				
2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	\$ 1,050.00	8	\$ 8,400.00							8	\$ 8,400.00				
2511.504	GEOTEXTILE FILTER TYPE 3	SQ YD	\$ 3.68	6	\$ 22.05	6	\$ 22.05										
2511.507	RANDOM RIPRAP CLASS II	CU YD	\$ 99.75	1	\$ 99.75	1	\$ 99.75										
2521.518	4" CONCRETE WALK	SQ FT	\$ 10.50	179	\$ 1,879.50	179	\$ 1,879.50										
2521.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	\$ 31.50	54	\$ 1,701.00	54	\$ 1,701.00										
2521.618	CONCRETE CURB RAMP WALK	SQ FT	\$ 16.80	518	\$ 8,702.40	518	\$ 8,702.40										
2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$ 37.80	40	\$ 1,512.00	40	\$ 1,512.00										
2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	\$ 44.10	208	\$ 9,172.80	128	\$ 5,644.80	80	\$ 3,528.00								
2531.618	TRUNCATED DOMES	SQ FT	\$ 78.75	130	\$ 10,237.50	130	\$ 10,237.50										
2563.601	TRAFFIC CONTROL SUPERVISOR	LUMP SUM	\$ 5,250.00	1	\$ 5,250.00	0.67	\$ 3,517.50	0.14	\$ 735.00	0.14	\$ 735.00	0.03	\$ 157.50	0.01	\$ 52.50	0.01	\$ 52.50
2563.601	TRAFFIC CONTROL	LUMP SUM	\$ 31,500.00	1	\$ 31,500.00	0.67	\$ 21,105.00	0.14	\$ 4,410.00	0.14	\$ 4,410.00	0.03	\$ 945.00	0.01	\$ 315.00	0.01	\$ 315.00
2563.601	ALTERNATE PEDESTRIAN ROUTE	LUMP SUM	\$ 2,625.00	1	\$ 2,625.00	0.67	\$ 1,758.75	0.14	\$ 367.50	0.14	\$ 367.50	0.03	\$ 78.75	0.01	\$ 26.25	0.01	\$ 26.25
2563.613	PORTABLE CHANGEABLE MESSAGE SIGN	UNIT DAY	\$ 105.00	20	\$ 2,100.00	20	\$ 2,100.00										
2564.618	SIGN	SQ FT	\$ 105.00	83	\$ 8,715.00	83	\$ 8,715.00										
2564.618	SIGN PANEL	SQ FT	\$ 63.00	9	\$ 567.00	9	\$ 567.00										
2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM	LUMP SUM	\$ 8,400.00	1	\$ 8,400.00			0.5	\$ 4,200.00	0.5	\$ 4,200.00						
2565.501	TRAFFIC CONTROL INTERCONNECT	LUMP SUM	\$ 31,500.00	1	\$ 31,500.00	1	\$ 31,500.00										
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM	SYSTEM	\$ 420,000.00	1	\$ 420,000.00	0.5	\$ 210,000.00	0.25	\$ 105,000.00	0.25	\$ 105,000.00						
2565.616	TEMPORARY SIGNAL SYSTEM	SYSTEM	\$ 94,500.00	1	\$ 94,500.00	0.5	\$ 47,250.00	0.25	\$ 23,625.00	0.25	\$ 23,625.00						
2573.502	STORM DRAIN INLET PROTECTION	EACH	\$ 315.00	9	\$ 2,835.00	9	\$ 2,835.00										
2573.503	SILT FENCE; TYPE MS	LIN FT	\$ 5.25	10	\$ 52.50	10	\$ 52.50										
2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	\$ 5.25	10	\$ 52.50	10	\$ 52.50										
2574.505	SOIL BED PREPARATION	ACRE	\$ 1,050.00	0.1	\$ 105.00	0.1	\$ 105.00										
2574.507	COMMON TOPSOIL BORROW	CU YD	\$ 42.00	46	\$ 1,932.00	46	\$ 1,932.00										
2574.508	FERTILIZER TYPE 3	POUND	\$ 5.25	12	\$ 63.00	12	\$ 63.00										
2575.504	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	\$ 21.00	47	\$ 987.00	47	\$ 987.00										
2575.505	SEEDING	ACRE	\$ 5,250.00	0.1	\$ 525.00	0.1	\$ 525.00										
2575.508	SEED MIXTURE 25-131	POUND	\$ 21.00	13	\$ 273.00	13	\$ 273.00										
2575.508	HYDRAULIC MULCH MATRIX	POUND	\$ 8.40	114	\$ 957.60	114	\$ 957.60										
2582.503	4" SOLID LINE MULTI COMP	LIN FT	\$ 0.79	4955	\$ 3,902.06	4955	\$ 3,902.06										
2582.503	4" BROKEN LINE MULTI COMP	LIN FT	\$ 0.79	300	\$ 236.25	300	\$ 236.25										
2582.503	8" DOTTED LINE MULTI COMP	LIN FT	\$ 2.10	48	\$ 100.80	48	\$ 100.80										
2582.503	4" DBLE SOLID LINE MULTI COMP	LIN FT	\$ 1.31	170	\$ 223.13	170	\$ 223.13										
2582.503	24" SOLID LINE PREF THERMO GR IN	LIN FT	\$ 26.25	150	\$ 3,937.50	150	\$ 3,937.50										
2582.518	PAVT MSSG PREF THERMO	SQ FT	\$ 42.00	215	\$ 9,030.00	215	\$ 9,030.00										
2582.518	CROSSWALK PREF THERMO GR IN	SQ FT	\$ 21.00	900	\$ 18,900.00	900	\$ 18,900.00										
		Total:		\$	1,050,980.44	\$	704,797.54	\$	154,465.50	\$	150,937.50	\$	30,502.50	\$	5,138.70	\$	5,138.70

FUNDING SPLITS - CSAH 3 & 86th Ln Signal Replacement (S.A.P. 002-603-005)									
	PROJECT TOTALS	ANOKA COUNTY TOTALS	ANOKA COUNTY STATE AID FUNDS	CITY OF BLAINE TOTALS	CITY OF BLAINE STATE AID FUNDS	CITY OF BLAINE LOCAL FUNDS	CITY OF COON RAPIDS TOTALS	CITY OF COON RAPIDS STATE AID FUNDS	CITY OF COON RAPIDS LOCAL FUNDS
ROADWAY	\$ 1,020,477.94	\$ 704,797.54	\$ 704,797.54	\$ 159,604.20	\$ 154,465.50	\$ 5,138.70	\$ 156,076.20	\$ 150,937.50	\$ 5,138.70
DRAINAGE (County 100%)*	\$ 30,502.50	\$ 30,502.50	\$ 30,502.50						
CONSTRUCTION TOTAL	\$ 1,050,980.44	\$ 735,300.04	\$ 704,797.54	\$ 159,604.20	\$ 154,465.50	\$ 5,138.70	\$ 156,076.20	\$ 150,937.50	\$ 5,138.70
8% CONSTRUCTION ENGINEERING	\$ 84,060.00	\$ 58,800.00	\$ 56,380.00	\$ 12,770.00	\$ 12,360.00	\$ 410.00	\$ 12,490.00	\$ 12,080.00	\$ 410.00
COUNTY FURNISHED SIGNAL CABINET	\$ 30,000.00	\$ 30,000.00	\$ 15,000.00	\$ 7,500.00	\$ 7,500.00		\$ 7,500.00	\$ 7,500.00	
PROJECT TOTAL	\$ 1,180,040.44	\$ 824,100.04	\$ 776,177.54	\$ 179,874.20	\$ 174,325.50	\$ 5,548.70	\$ 176,066.20	\$ 170,517.50	\$ 5,548.70

EXHIBIT "C"**FOR PROJECTS CONSTRUCTED IN ANOKA COUNTY**

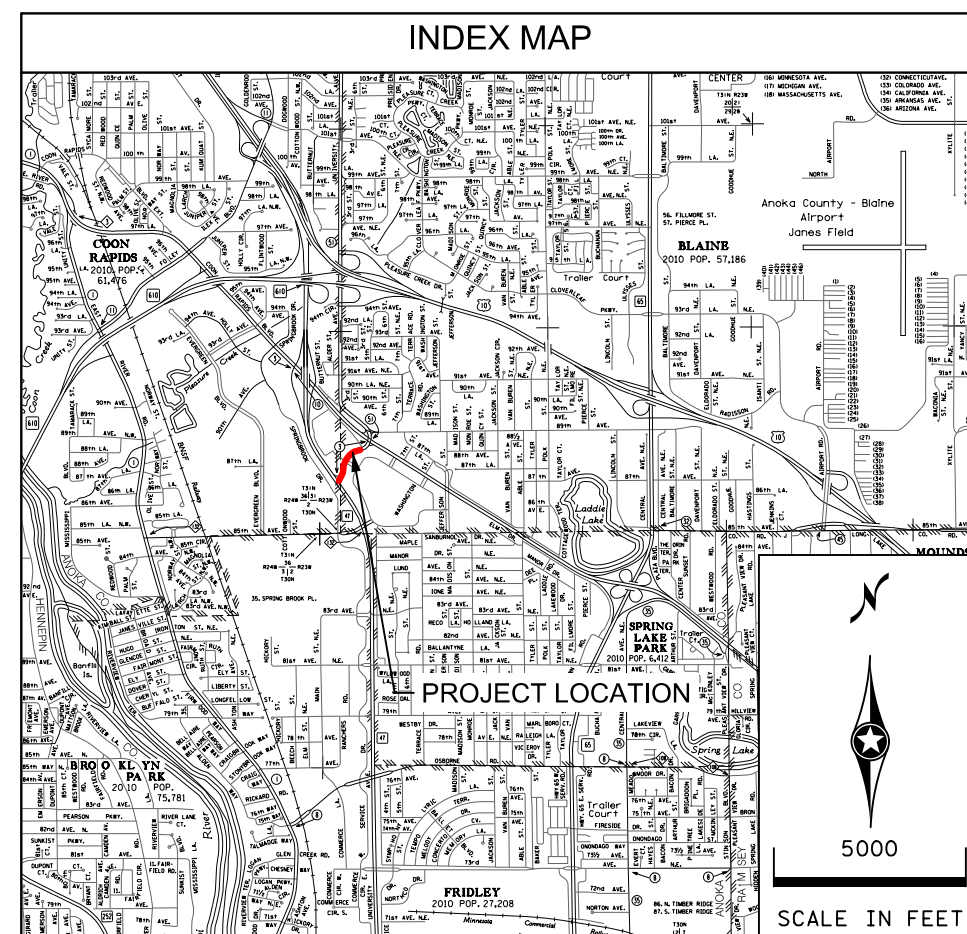
<u>ITEMS</u>	<u>COUNTY SHARE</u>	<u>CITY SHARE</u>
Concrete Curb & Gutter	50%	50%
Concrete Curb & Gutter for Median and Center Island Construction	100%	0%
Concrete Median	100%	0*1
Concrete Sidewalk	0%	100%
Concrete Sidewalk Replacement	100%	0%
Bikeways	0%	100%
Bikeway Replacement	100%, Unless existing trail not placed at edge of R/W	0%
Construction or Adjustment of Local Utilities	0%	100%
Grading, Base and Bituminous	100%	0%
Storm Sewer	based on state aid letter*2	based on state aid letter*2
Driveway Upgrades	100%, in-kind	100%, of up-grades
Traffic Signals, new (communities larger than 5,000) w/ State Aid approved SJR	½ the cost of its legs of the intersection	the cost of its legs of the intersection plus ½ the cost of the County legs of the intersection
Traffic Signals, replacement (communities larger than 5,000) w/ State Aid approved SJR	the cost of its legs of the intersection	the cost of its legs of the intersection
Traffic Signals, new & replacements (communities less than 5,000) w/ State Aid approved SJR	100%	0%
Traffic Signal, w/o State Aid approved SJR	0%	100%
EVP	0%	100%
Engineering Services	*3	*3
Right-of-Way	100%*4	0%
Street Lights	0%	100%
Noise Walls	100%, if not previously notified*5	100%, if previously notified*5

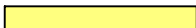
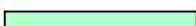
- *1 The County pays for 100% of Standard Median Design such as plain concrete. If a local unit of government requests decorative median such as brick, stamped concrete, or landscaping, the local unit will pay the additional cost above the cost of standard median.
- *2 In the event no State Aid is being used, or in the event the state aid letter does not determine cost split percentages, drainage cost shares will be computed by the proportion of contributing flow outside the County right of way to the total contributing flow.
- *3 Engineering shall be paid by the Lead Agency except that any participating agency will pay construction engineering in the amount of 8% of the construction costs paid by that agency.
- *4 In the event that the Township or City requests purchase of right-of-way in excess of those right-of-ways required by County construction, the Township or City participates to the extent an agreement can be reached in these properties. For instance, a Township or City may request a sidewalk be constructed alongside a County roadway which would require additional right-of-way, in which case the Township or City may pay for that portion of the right-of-way. Acquisition of right-of-way for new alignments shall be the responsibility of the Township or City in which the alignment is located. This provision may be waived by agreement with the County Board if the roadway replaces an existing alignment and the local unit of government takes jurisdiction of that existing alignment. In addition, any costs, including right-of-way costs, incurred by the County because a Township or City did not acquire sufficient right-of-way during the platting process or redevelopment process as requested by the County shall be paid by the Township or City.
- *5 Notification includes any letter to the agency indicating that noise will potentially be an issue in the future, likely received during the Plat Review Process. Maintenance shall be the responsibility of the agency paying for the initial installation. When the County is the responsible agency, it shall pay 100% of Standard Noise Wall Cost. If a local agency requests decorative noise walls, the requesting agency will pay the additional cost above the cost of standard noise wall.

EXHIBIT A

CSAH 3 (UNIVERSITY AVE NE) & 86TH LN NE
SIGNAL REPLACEMENT & PAVEMENT REHABILITATION
PRELIMINARY LAYOUT

FEBRUARY 29, 2024



LEGEND	
	PROPOSED BITUMINOUS PAVEMENT
	PROPOSED CONCRETE WALK
	PROPOSED CONCRETE C&G/MEDIAN
	3" BITUMINOUS MILL & OVERLAY
	2" BITUMINOUS MILL & OVERLAY
	2" BITUMINOUS MILL & OVERLAY - NON PARTIAL/STATION CITY FUNDED WORK
	PROPOSED SIGNAL MAST ARM
	PROPOSED APS PUSH BUTTON
	PROPOSED SIGNAL LOOP DETECTION
	PROPOSED SIGNAL HANDHOLE
	PROPOSED CATCH BASIN
	PROPOSED STORM SEWER
	PRELIMINARY CONSTRUCTION LIMITS
	EXISTING MNDOT RIGHT OF WAY
	EXISTING COUNTY RIGHT OF WAY
	EXISTING CITY RIGHT OF WAY
	MUNICIPAL BOUNDARY
	PROPERTY LINE
	EXISTING DRAINAGE & UTILITY EASEMENT
	EXISTING ACCESS EASEMENT

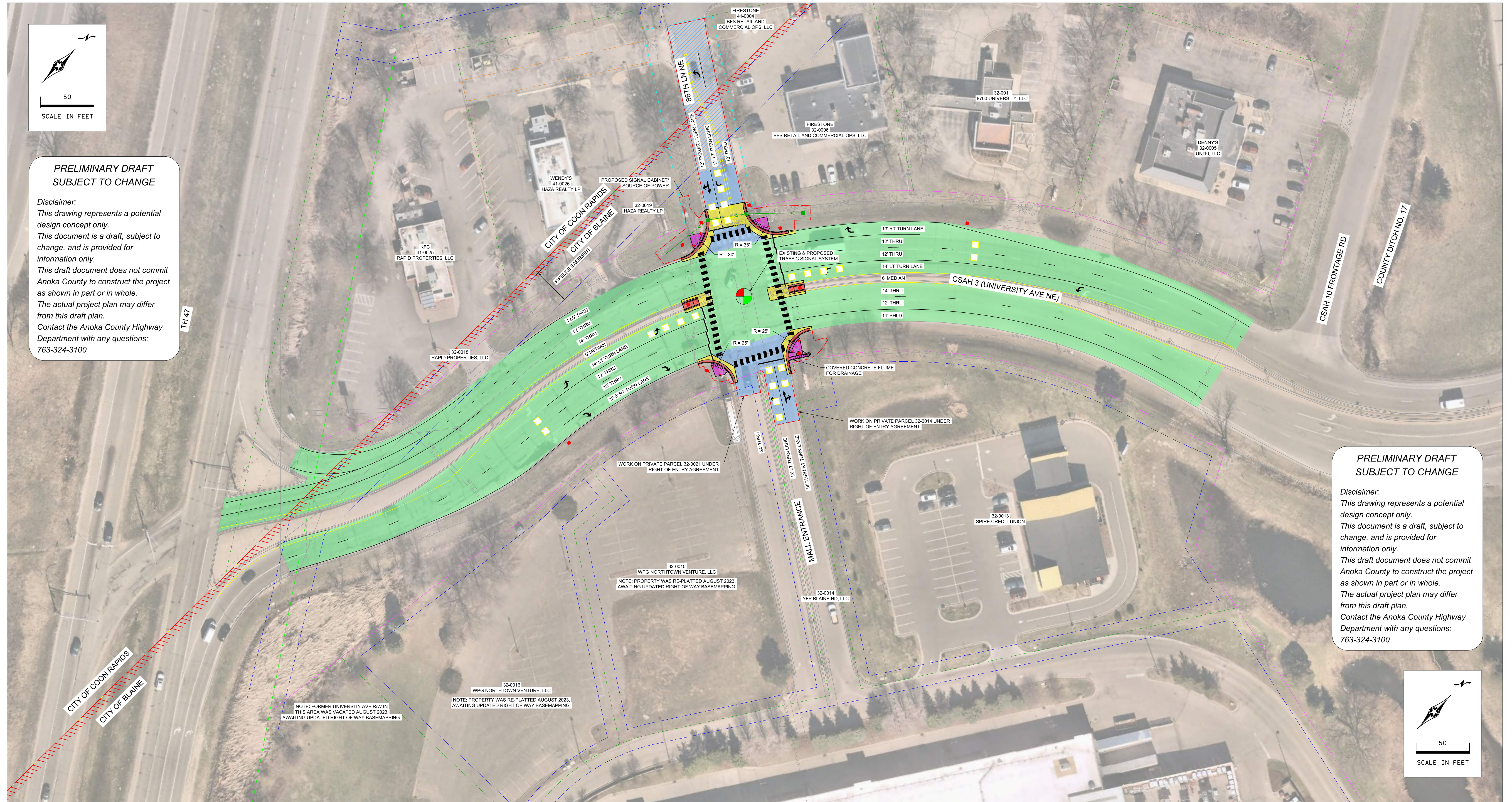


EXHIBIT B

Construction Cost Estimate - 95% Construction Plans																	
CSAH 3 & 86th Ln Signal Replacement (S.A.P. 002-603-005)																	
STATE AID PARTICIPATING														NON-PARTICIPATING			
Item #	Description	Units	Unit Cost	Total Estimate		S.A.P. 002-603-005 ANOKA COUNTY		S.A.P. 106-020-042 CITY OF BLAINE		S.A.P. 114-020-063 CITY OF COON RAPIDS		S.A.P. 002-603-005 STORM SEWER		BLAINE NON- PARTICIPATING		COON RAPIDS NON- PARTICIPATING	
				Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
2021.501	MOBILIZATION	LUMP SUM	\$ 52,500.00	1	\$ 52,500.00	0.67	\$ 35,175.00	0.14	\$ 7,350.00	0.14	\$ 7,350.00	0.03	\$ 1,575.00	0.01	\$ 525.00	0.01	\$ 525.00
2102.503	PAVEMENT MARKING REMOVAL	LIN FT	\$ 1.05	75	\$ 78.75	75	\$ 78.75										
2104.502	REMOVE SIGN	EACH	\$ 52.50	8	\$ 420.00	8	\$ 420.00										
2104.502	REMOVE SIGNAL SYSTEM	EACH	\$ 21,000.00	1	\$ 21,000.00	0.5	\$ 10,500.00	0.25	\$ 5,250.00	0.25	\$ 5,250.00						
2104.502	REMOVE SIGN PANEL	EACH	\$ 52.50	1	\$ 52.50	1	\$ 52.50										
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	\$ 5.25	450	\$ 2,362.50	450	\$ 2,362.50										
2104.503	REMOVE CURB & GUTTER	LIN FT	\$ 10.50	177	\$ 1,858.50	177	\$ 1,858.50										
2104.504	REMOVE CONCRETE WALK	SQ YD	\$ 26.25	31	\$ 813.75	31	\$ 813.75										
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$ 16.80	238	\$ 3,998.40	238	\$ 3,998.40										
2106.507	EXCAVATION - COMMON	CU YD	\$ 73.50	70	\$ 5,145.00	70	\$ 5,145.00										
2106.507	COMMON EMBANKMENT (CV)	CU YD	\$ 42.00	20	\$ 840.00	20	\$ 840.00										
2118.507	AGGREGATE SURFACING (CV) CLASS 2	CU YD	\$ 94.50	8	\$ 756.00	8	\$ 756.00										
2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	\$ 78.75	72	\$ 5,670.00	72	\$ 5,670.00										
2232.504	MILL BITUMINOUS SURFACE (2.0")	SQ YD	\$ 3.15	1127	\$ 3,550.05	581	\$ 1,830.15							273	\$ 859.95	273	\$ 859.95
2232.504	MILL BITUMINOUS SURFACE (3.0")	SQ YD	\$ 4.20	8852	\$ 37,178.40	8852	\$ 37,178.40										
2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3:B)	TON	\$ 120.75	32	\$ 3,864.00	32	\$ 3,864.00										
2360.509	TYPE SP 12.5 WEARING COURSE MIX (3:F)	TON	\$ 105.00	1710	\$ 179,550.00	1646	\$ 172,830.00							32	\$ 3,360.00	32	\$ 3,360.00
2503.503	12" DUCTILE IRON PIPE SEWER	LIN FT	\$ 105.00	90	\$ 9,450.00							90	\$ 9,450.00				
2503.503	12" RC PIPE SEWER DES 3006	LIN FT	\$ 78.75	51	\$ 4,016.25							51	\$ 4,016.25				
2503.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	\$ 2,100.00	1	\$ 2,100.00							1	\$ 2,100.00				
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 1	EACH	\$ 21,000.00	1	\$ 21,000.00	1	\$ 21,000.00										
2506.502	CASTING ASSEMBLY	EACH	\$ 1,260.00	3	\$ 3,780.00							3	\$ 3,780.00				
2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	\$ 1,050.00	8	\$ 8,400.00							8	\$ 8,400.00				
2511.504	GEOTEXTILE FILTER TYPE 3	SQ YD	\$ 3.68	6	\$ 22.05	6	\$ 22.05										
2511.507	RANDOM RIPRAP CLASS II	CU YD	\$ 99.75	1	\$ 99.75	1	\$ 99.75										
2521.518	4" CONCRETE WALK	SQ FT	\$ 10.50	179	\$ 1,879.50	179	\$ 1,879.50										
2521.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	\$ 31.50	54	\$ 1,701.00	54	\$ 1,701.00										
2521.618	CONCRETE CURB RAMP WALK	SQ FT	\$ 16.80	518	\$ 8,702.40	518	\$ 8,702.40										
2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$ 37.80	40	\$ 1,512.00	40	\$ 1,512.00										
2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	\$ 44.10	208	\$ 9,172.80	128	\$ 5,644.80	80	\$ 3,528.00								
2531.618	TRUNCATED DOMES	SQ FT	\$ 78.75	130	\$ 10,237.50	130	\$ 10,237.50										
2563.601	TRAFFIC CONTROL SUPERVISOR	LUMP SUM	\$ 5,250.00	1	\$ 5,250.00	0.67	\$ 3,517.50	0.14	\$ 735.00	0.14	\$ 735.00	0.03	\$ 157.50	0.01	\$ 52.50	0.01	\$ 52.50
2563.601	TRAFFIC CONTROL	LUMP SUM	\$ 31,500.00	1	\$ 31,500.00	0.67	\$ 21,105.00	0.14	\$ 4,410.00	0.14	\$ 4,410.00	0.03	\$ 945.00	0.01	\$ 315.00	0.01	\$ 315.00
2563.601	ALTERNATE PEDESTRIAN ROUTE	LUMP SUM	\$ 2,625.00	1	\$ 2,625.00	0.67	\$ 1,758.75	0.14	\$ 367.50	0.14	\$ 367.50	0.03	\$ 78.75	0.01	\$ 26.25	0.01	\$ 26.25
2563.613	PORTABLE CHANGEABLE MESSAGE SIGN	UNIT DAY	\$ 105.00	20	\$ 2,100.00	20	\$ 2,100.00										
2564.618	SIGN	SQ FT	\$ 105.00	83	\$ 8,715.00	83	\$ 8,715.00										
2564.618	SIGN PANEL	SQ FT	\$ 63.00	9	\$ 567.00	9	\$ 567.00										
2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM	LUMP SUM	\$ 8,400.00	1	\$ 8,400.00			0.5	\$ 4,200.00	0.5	\$ 4,200.00						
2565.501	TRAFFIC CONTROL INTERCONNECT	LUMP SUM	\$ 31,500.00	1	\$ 31,500.00	1	\$ 31,500.00										
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM	SYSTEM	\$ 420,000.00	1	\$ 420,000.00	0.5	\$ 210,000.00	0.25	\$ 105,000.00	0.25	\$ 105,000.00						
2565.616	TEMPORARY SIGNAL SYSTEM	SYSTEM	\$ 94,500.00	1	\$ 94,500.00	0.5	\$ 47,250.00	0.25	\$ 23,625.00	0.25	\$ 23,625.00						
2573.502	STORM DRAIN INLET PROTECTION	EACH	\$ 315.00	9	\$ 2,835.00	9	\$ 2,835.00										
2573.503	SILT FENCE; TYPE MS	LIN FT	\$ 5.25	10	\$ 52.50	10	\$ 52.50										
2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	\$ 5.25	10	\$ 52.50	10	\$ 52.50										
2574.505	SOIL BED PREPARATION	ACRE	\$ 1,050.00	0.1	\$ 105.00	0.1	\$ 105.00										
2574.507	COMMON TOPSOIL BORROW	CU YD	\$ 42.00	46	\$ 1,932.00	46	\$ 1,932.00										
2574.508	FERTILIZER TYPE 3	POUND	\$ 5.25	12	\$ 63.00	12	\$ 63.00										
2575.504	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	\$ 21.00	47	\$ 987.00	47	\$ 987.00										
2575.505	SEEDING	ACRE	\$ 5,250.00	0.1	\$ 525.00	0.1	\$ 525.00										
2575.508	SEED MIXTURE 25-131	POUND	\$ 21.00	13	\$ 273.00	13	\$ 273.00										
2575.508	HYDRAULIC MULCH MATRIX	POUND	\$ 8.40	114	\$ 957.60	114	\$ 957.60										
2582.503	4" SOLID LINE MULTI COMP	LIN FT	\$ 0.79	4955	\$ 3,902.06	4955	\$ 3,902.06										
2582.503	4" BROKEN LINE MULTI COMP	LIN FT	\$ 0.79	300	\$ 236.25	300	\$ 236.25										
2582.503	8" DOTTED LINE MULTI COMP	LIN FT	\$ 2.10	48	\$ 100.80	48	\$ 100.80										
2582.503	4" DBLE SOLID LINE MULTI COMP	LIN FT	\$ 1.31	170	\$ 223.13	170	\$ 223.13										
2582.503	24" SOLID LINE PREF THERMO GR IN	LIN FT	\$ 26.25	150	\$ 3,937.50	150	\$ 3,937.50										
2582.518	PAVT MSSG PREF THERMO	SQ FT	\$ 42.00	215	\$ 9,030.00	215	\$ 9,030.00										
2582.518	CROSSWALK PREF THERMO GR IN	SQ FT	\$ 21.00	900	\$ 18,900.00	900	\$ 18,900.00										
		Total:		\$	1,050,980.44	\$	704,797.54	\$	154,465.50	\$	150,937.50	\$	30,502.50	\$	5,138.70	\$	5,138.70

FUNDING SPLITS - CSAH 3 & 86th Ln Signal Replacement (S.A.P. 002-603-005)									
	PROJECT TOTALS	ANOKA COUNTY TOTALS	ANOKA COUNTY STATE AID FUNDS	CITY OF BLAINE TOTALS	CITY OF BLAINE STATE AID FUNDS	CITY OF BLAINE LOCAL FUNDS	CITY OF COON RAPIDS TOTALS	CITY OF COON RAPIDS STATE AID FUNDS	CITY OF COON RAPIDS LOCAL FUNDS
ROADWAY	\$ 1,020,477.94	\$ 704,797.54	\$ 704,797.54	\$ 159,604.20	\$ 154,465.50	\$ 5,138.70	\$ 156,076.20	\$ 150,937.50	\$ 5,138.70
DRAINAGE (County 100%)*	\$ 30,502.50	\$ 30,502.50	\$ 30,502.50						
CONSTRUCTION TOTAL	\$ 1,050,980.44	\$ 735,300.04	\$ 704,797.54	\$ 159,604.20	\$ 154,465.50	\$ 5,138.70	\$ 156,076.20	\$ 150,937.50	\$ 5,138.70
8% CONSTRUCTION ENGINEERING	\$ 84,060.00	\$ 58,800.00	\$ 56,380.00	\$ 12,770.00	\$ 12,360.00	\$ 410.00	\$ 12,490.00	\$ 12,080.00	\$ 410.00
COUNTY FURNISHED SIGNAL CABINET	\$ 30,000.00	\$ 30,000.00	\$ 15,000.00	\$ 7,500.00	\$ 7,500.00		\$ 7,500.00	\$ 7,500.00	
PROJECT TOTAL	\$ 1,180,040.44	\$ 824,100.04	\$ 776,177.54	\$ 179,874.20	\$ 174,325.50	\$ 5,548.70	\$ 176,066.20	\$ 170,517.50	\$ 5,548.70



City of Blaine Staff Report

File Number: RES 24-59

Agenda Date	Status
March 18, 2024	
In Control	File Type
City Council	Resolution

Approval of Consent Agenda: -

Agenda Item # 8.14

Resolution Approving a Premise Permit for Lawful Gambling Activity for Blaine Youth Football at Pizza Pub

Executive Summary

Council is being asked to approve a premise permit for Blaine Youth Football at Pizza Pub, 2080 105th Avenue NE to conduct charitable gambling.

Background

Blaine Youth Football gambling manager has submitted an application to conduct charitable gambling at Pizza Pub. If approved, they will conduct paper pull tabs with dispensing devices, electronic pull tabs and electronic bingo. A copy of the lease for lawful gambling and the premise permit application for the State Gambling Control Board are attached.

Per current code, no organization may maintain more than four lawful gambling locations in the City at one time. This will be the first for Blaine Youth Football in Blaine. Background investigations have been completed and nothing was found to disqualify the organization from obtaining this permit.

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

Strategic Plan Relationship

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

Board/Commission Review

N/A

Financial Impact

N/A

Public Outreach/Input

N/A

Staff Recommendation

Adopt a resolution approving a new premise permit for Blaine Youth Football at Pizza Pub, 2080 105th Avenue NE.

Attachment List

1. 2024 PREMISE PERMIT LIST - Public
2. Lease for Blaine Youth Hockey
3. Premise Permits for Blaine Youth Football



City of Blaine

Signature Copy

Resolution: RES 24-59

Resolution Approving a Premise Permit for Lawful Gambling Activity for Blaine Youth Football at Pizza Pub

WHEREAS, Blaine Youth Football has submitted an application for a premise permit to allow charitable gambling and raffles to be conducted at Pizza Pub, 2080 105th Avenue NE, Blaine, Minnesota; and

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

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

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

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

PASSED by the City Council of the City of Blaine this 18th day of March, 2024.

**CITY OF BLAINE
2024 GAMBLING LICENSE HOLDERS**

Organization	Locations	Premise Permit Issued
Blaine Backcourt Club dba Blaine Youth Basketball Joseph Claussen	The Rusty Bumblee 10950 Club West Pkwy, Ste 160 Buffalo Wild Wings 11540 109 th Ave NE, Ste 300	June 5, 2023 December 4, 2023
Blaine Youth Hockey Suzanne Slawson	Ole Piper Inn 1416 - 93rd Lane NE Broadway Bar & Pizza 11822 Aberdeen Street NE Wild Bill's Sports Saloon 10950 Club West Pkwy, #100 Clives Roadhouse Blaine, Inc. 10400 Baltimore Street NE #200	December 6, 2007 2009 January 6, 2011 May 3, 2018
Blaine Festival Mary Weinhold	Blainbrook Entertainment 12000 Central Avenue NE Blaine, MN 5543	May 17, 2012
Centennial HS Football Boosters Autumn Gohman	Lucy's Burgers Blaine 4365 Pheasant Ridge Dr. #102 Blaine, MN 55449 Applebee's Grill and Bar 4345 Pheasant Ridge Drive #202 Blaine, MN 55449	March 2021 April 2022
Sgt. John Rice VFW Post 6316 N. P. Hockert	Sgt. John Rice VFW 6316 1374 - 109th Avenue NE Blaine MN 55434	June 21, 2007
Spring Lake Park Lions Club Amanda Jackson	Acapulco Mexican Restaurante 9360 Baltimore Street Blaine, MN 55449 X-Golf 298 Northtown Drive NE Blaine, MN 55434 Fogerty Arena/Moe's Ice House 9250 Lincoln Street NE Blaine, MN 55434	March 16, 2020 September 21, 2020 December 19, 2022
Spring Lake Park District #16 Youth Hockey Association Sarah Clark	The Roadside 12540 Ulysses Street NE Blaine MN 55434 El Norte Mexican Bar & Grill 3453 Lake Drive NE Blaine, MN	October 21, 2019 December 10, 2022

MINNESOTA LAWFUL GAMBLING
LG215 Lease for Lawful Gambling Activity

6/15 Page 1 of 2

LEASE INFORMATION

Organization:	License/Site Number:	Daytime Phone:
Blaine Youth Football		763-567-1722
Address:	City:	State: Zip:
PO Box 490876	Blaine	MN 55449
Name of Leased Premises:	Street Address:	
The Blaine Pizza Pub, LLC	2080 105th Avenue NE	
City:	State: Zip:	Daytime Phone:
Blaine	MN 55449	612-978-3688
Name of Legal Owner:	Business/Street Address:	
105 BBP B2, LLC	2080 105th Avenue NE	
City:	State: Zip:	Daytime Phone:
Blaine	MN 55449	612-978-3688
Name of Lessor (if same as legal owner, write "SAME"):	Address:	
SAME		
City:	State: Zip:	Daytime Phone:

Check applicable item:
☒ **New or amended lease.** Effective date: 6/1/2024. Submit changes at least ten days **before** the effective date of the change.
☐ **New owner.** Effective date: _____. Submit new lease **within** ten days after new lessor assumes ownership.

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

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

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

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

ALL GAMES, including electronic games: Monthly rent to be paid: ____%, not to exceed **10%** of gross profits for that month.
 • Total rent paid from all organizations for only booth operations at the leased premises **may not exceed \$1,750**.
 • The rent cap does not include BAR OPERATION rent for electronic games conducted by the lessor.

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

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

ALL OTHER GAMES: Monthly rent to be paid: 20%, not to exceed **20%** of gross profits from all other forms of lawful gambling.
 • If any booth sales conducted by a licensed organization at the premises, rent may not exceed **10%** of gross profits for that month and is subject to booth operation **\$1,750** cap.

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

Bingo rent is limited to one of the following:

- Rent to be paid: 0%, not to exceed **10%** of the monthly gross profit from all lawful gambling activities held during bingo occasions, excluding bar bingo.
- OR -
- Rate to be paid: \$ 0 per square foot, not to exceed 110% of a comparable cost per square foot for leased space, as approved by the director of the Gambling Control Board. The lessor must attach documentation, verified by the organization, to confirm the comparable rate and all applicable costs to be paid by the organization to the lessor.
 - ⇒ **Rent may not be paid for bar bingo.**
 - ⇒ Bar bingo does not include bingo games linked to other permitted premises.

LEASE TERMINATION CLAUSE (must be completed)

The lease may be terminated by either party with a written 120 day notice. Other terms:

LG215 Lease for Lawful Gambling Activity

6/15 Page 2 of 2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ACKNOWLEDGMENT OF LEASE TERMS

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

Other terms of the lease:

Signature of Lessor:

Date:

3/6/24

Signature of Organization Official (Lessee):

Date:

3-6-24

Print Name and Title of Lessor:

MICHAEL BRUESE

Print Name and Title of Lessee:

Jesse Schwartz

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

Mail or fax lease to:

Minnesota Gambling Control Board
1711 W. County Road B, Suite 300 South
Roseville, MN 55113
Fax: 651-639-4032

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

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

Mail the application and required attachments to:

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

Questions? Call 651-539-1900 and ask for Licensing.**ORGANIZATION INFORMATION**Organization Name: Blaine Youth Football License Number: _____Chief Executive Officer (CEO) Jesse Schwartz Daytime Phone: 763-567-1722Gambling Manager: Jesse Schwartz Daytime Phone: _____**GAMBLING PREMISES INFORMATION**Current name of site where gambling will be conducted: Pizza Pub PrimeList any previous names for this location:

_____Street address where premises is located: 2080 105th Ave NE
(Do not use a P.O. box number or mailing address.)

City: OR Township:	County:	Zip Code:
Blaine	Anoka	55449

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

☐

Yes

☒

No

If no, attach LG215 Lease for Lawful Gambling Activity.

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

Is any other organization conducting gambling at this site?

☐

Yes

☒

No

☐

Don't know

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

Has your organization previously conducted gambling at this site?

☐

Yes

☒

No

☐

Don't know

GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA

Bank Name: _____ Bank Account Number: _____

Bank Street Address: _____ City: _____ State: **MN** Zip Code: _____**ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES**

Address (Do not use a P.O. box number):

1150 Paul Pkwy NE	Blaine	MN	55434
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4286 121st Ave NE	Blaine	MN	55449
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265 124th Lane NW	Coon Rapids	MN	55448
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ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION

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

ACKNOWLEDGMENT AND OATH

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

Signature of Chief Executive Officer (designee may not sign)

3-6-24

Date

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

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

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

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

An equal opportunity employer



City of Blaine Staff Report

File Number: 2024-78

Agenda Date	Status
March 18, 2024	
In Control	File Type
City Council	Motion

Approval of Consent Agenda: -

Agenda Item # 8.15

Approve Temporary Nursery Sales License for Frattalones Hardware and Garden

Executive Summary

Council is asked to approve the temporary nursery sales license for Frattalones Hardware and Garden located at 10809 University Ave. NE, Suite 240. The license will give the business the ability to sell garden and flowering plants in temporary greenhouses located in their parking lot.

Background

In 1998, Ordinance 98-1719 was enacted to require a license fee and establish insurance requirements and a time limit in which to operate temporary nurseries. The temporary nursery sales license is limited to a maximum of seventy-five (75) days per calendar year and the first day of set up begins the time clock.

The applicant has submitted their application along with all necessary documentation required by city ordinance for a temporary nursery sales license, along with the \$400 license fee and required certificate of liability insurance.

Strategic Plan Relationship

This item relates to the growth management strategic priority in the 2023-2026 strategic plan by providing additional opportunities for businesses to thrive while ensuring safe practices are employed, such as fire lane access and those surrounding temporary structures.

Board/Commission Review

N/A

Financial Impact

Issuance of the license, including onsite inspection of the temporary structures, is included in the license fee adopted by the city council.

Public Outreach/Input

No public notice is required for this license type.

Staff Recommendation

By motion, approve the temporary nursery license for Frattalones Hardware and Garden, 10809 University Ave NE #240.

Attachment List

None



City of Blaine

Staff Report

File Number: RES 24-60

Agenda Date	Status
March 18, 2024	
In Control	File Type
City Council	Resolution

Approval of Consent Agenda: - Cathy Sorensen, City Clerk

Agenda Item # 8.16

Resolution Approving a Premise Permits for Lawful Gambling Activity for Spring Lake Park Lions Club at On The Green

Executive Summary

Council is being asked to approve a premise permit for Spring Lake Park Lions Club at On The Green, 12571 Central Avenue NE to conduct charitable gambling.

Background

Spring Lake Park Lions Club gambling manager has submitted applications to conduct charitable gambling at On The Green. If approved, they will conduct paper pull tabs, electronic pull tabs and electronic bingo at the locations listed. A copy of the lease for lawful gambling and the premise permit application for the State Gambling Control Board are attached.

Per current code, no organization may maintain more than four lawful gambling locations in the City at one time. This will be the fourth for Spring Lake Park Lions Club in Blaine. Background investigations have been completed and nothing was found to disqualify the organization from obtaining this permit.

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

Strategic Plan Relationship

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

Board/Commission Review

N/A

Financial Impact

N/A

Public Outreach/Input

N/A

Staff Recommendation

Adopt a resolution approving new premise permit for Spring Lake Park Lions Club.

Attachment List

1. 2024 PREMISE PERMIT LIST - Public
2. Lease for SLP Lions
3. Premise Permits for SLP Lions



City of Blaine

Signature Copy

Resolution: RES 24-60

Resolution Approving a Premise Permits for Lawful Gambling Activity for Spring Lake Park Lions Club at On The Green

WHEREAS, Spring Lake Park Lions Club has submitted an application for a premise permit to allow charitable gambling and raffles to be conducted at On The Green, 12571 Central Avenue NE, Blaine, Minnesota; and

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

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

The application for the premise permits for the purpose of conducting charitable gambling, including raffles, is hereby approved.

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

PASSED by the City Council of the City of Blaine this 18th day of March, 2024.

**CITY OF BLAINE
2024 GAMBLING LICENSE HOLDERS**

Organization	Locations	Premise Permit Issued
Blaine Backcourt Club dba Blaine Youth Basketball Joseph Claussen	The Rusty Bumblee 10950 Club West Pkwy, Ste 160 Buffalo Wild Wings 11540 109 th Ave NE, Ste 300	June 5, 2023 December 4, 2023
Blaine Youth Hockey Suzanne Slawson	Ole Piper Inn 1416 - 93rd Lane NE Broadway Bar & Pizza 11822 Aberdeen Street NE Wild Bill's Sports Saloon 10950 Club West Pkwy, #100 Clives Roadhouse Blaine, Inc. 10400 Baltimore Street NE #200	December 6, 2007 2009 January 6, 2011 May 3, 2018
Blaine Festival Mary Weinhold	Blainbrook Entertainment 12000 Central Avenue NE Blaine, MN 5543	May 17, 2012
Centennial HS Football Boosters Autumn Gohman	Lucy's Burgers Blaine 4365 Pheasant Ridge Dr. #102 Blaine, MN 55449 Applebee's Grill and Bar 4345 Pheasant Ridge Drive #202 Blaine, MN 55449	March 2021 April 2022
Sgt. John Rice VFW Post 6316 N. P. Hockert	Sgt. John Rice VFW 6316 1374 - 109th Avenue NE Blaine MN 55434	June 21, 2007
Spring Lake Park Lions Club Amanda Jackson	Acapulco Mexican Restaurante 9360 Baltimore Street Blaine, MN 55449 X-Golf 298 Northtown Drive NE Blaine, MN 55434 Fogerty Arena/Moe's Ice House 9250 Lincoln Street NE Blaine, MN 55434	March 16, 2020 September 21, 2020 December 19, 2022
Spring Lake Park District #16 Youth Hockey Association Sarah Clark	The Roadside 12540 Ulysses Street NE Blaine MN 55434 El Norte Mexican Bar & Grill 3453 Lake Drive NE Blaine, MN	October 21, 2019 December 10, 2022

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

Organization:	License/Site Number:	Daytime Phone:
Spring Lake Park Lions Club	00584	763-784-9179
Address:	City:	State: Zip:
8433 Center Drive	Spring Lake Park	MN 55433
Name of Leased Premises:	Street Address:	
On The Green	12571 Central Ave NE	
City:	State: Zip:	Daytime Phone:
Blaine	MN 55434	651-728-6936
Name of Legal Owner:	Business/Street Address:	
Helen Jang	12571 Central Ave NE	
City:	State: Zip:	Daytime Phone:
Blaine	MN 55434	651-728-6936
Name of Lessor (if same as legal owner, write "SAME"):	Address:	
SAME		
City:	State: Zip:	Daytime Phone:

Check applicable item:

- ☒ **New or amended lease.** Effective date: 4-1-2024. Submit changes at least ten days **before** the effective date of the change.
- ☐ **New owner.** Effective date: _____. Submit new lease **within** ten days after new lessor assumes ownership.

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

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

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

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

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

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

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

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

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

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

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

Bingo rent is limited to one of the following:

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

LEASE TERMINATION CLAUSE (must be completed)

The lease may be terminated by either party with a written 30 day notice. Other terms:

LG215 Lease for Lawful Gambling Activity

6/15 Page 2 of 2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ACKNOWLEDGMENT OF LEASE TERMS

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

Other terms of the lease:

Signature of Lessor:

Date:

Helen Tang

2/28/24

Signature of Organization Official (Lessee):

Date:

Amanda Jackson

2/23/24

Print Name and Title of Lessor:

Helen Tang

2/28/24

Print Name and Title of Lessee:

Gambling Manager, Amanda Jackson

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

Mail or fax lease to:

Minnesota Gambling Control Board
1711 W. County Road B, Suite 300 South
Roseville, MN 55113
Fax: 651-639-4032

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

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

Mail the application and required attachments to:

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

Questions? Call 651-539-1900 and ask for Licensing.**ORGANIZATION INFORMATION**Organization Name: Spring Lake Park LionsLicense Number: 00584Chief Executive Officer (CEO) Stefanie NelsonDaytime Phone: 612-298-1523Gambling Manager: Amanda JacksonDaytime Phone: 763-286-5039**GAMBLING PREMISES INFORMATION**Current name of site where gambling will be conducted: On The Green

List any previous names for this location:

Street address where premises is located: 12571 Central Ave NE

(Do not use a P.O. box number or mailing address.)

City: **OR** Township:

County:

Zip Code:

Blaine

Anoka

55434

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

☐

Yes

☒

No

If no, attach LG215 Lease for Lawful Gambling Activity.

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

Is any other organization conducting gambling at this site?

☐

Yes

☒

No

☐

Don't know

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

Has your organization previously conducted gambling at this site?

☐

Yes

☒

No

☐

Don't know

GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTABank Name: Northeast BankBank Account Number: 10012805Bank Street Address: 200 Coon Rapids BlvdCity: Coon RapidsState: MN Zip Code: 55433**ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES**

Address (Do not use a P.O. box number):

City:

State: Zip Code:

MNMNMN

ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION

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

ACKNOWLEDGMENT AND OATH

1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises. 2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law. 3. I have read this application and all information submitted to the Board is true, accurate, and complete. 4. All required information has been fully disclosed. 5. I am the chief executive officer of the organization.	6. I assume full responsibility for the fair and lawful operation of all activities to be conducted. 7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them. 8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect. 9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license. 10. I understand the fee is non-refundable regardless of license approval/denial.
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Signature of Chief Executive Officer (designee may not sign)

3/7/2024

Date

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

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

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

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

An equal opportunity employer



City of Blaine Staff Report

File Number: RES 24-49

Agenda Date	Status
March 18, 2024	
In Control	File Type
City Council	Resolution

Administration - Daniel Schluender, Director of Engineering

Agenda Item # 11.1

Resolution Accepting a Bid from Valley Paving, Inc. in the Amount of \$1,338,453.04 for the Ulysses Street and 117th Avenue Roundabout Project, Improvement Project No. 23-09

Executive Summary

Accept a Bid from Valley paving, Inc. for Ulysses Street and 117th Avenue Roundabout Project, Improvement Project No. 23-09.

Background

Bids were received electronically at 2:00PM, February 22, 2024, for Project No. 23-09. A total of 9 bids were received, ranging from \$1,338,453.01 to \$1,833,508.88. The 3 lowest bidders and Engineer's estimate are as follows:

Engineer's Estimate	\$1,610,220.50
Valley Paving, Inc.	\$1,338,453.04
Douglas-Kerr Underground, LLC	\$1,383,553.75
Park Construction Company	\$1,435,055.82

Bids have been checked and tabulated, and it has been determined that Valley Paving, Inc. of Shakopee, Minnesota is the lowest bidder. The Engineering department has worked with Valley Paving, Inc. on previous contracts. Staff recommends that the low bid be accepted, and a contract entered into with Valley Paving, Inc.

City Council is also asked to approve a 10% contingency to bring the total project budget to \$1,472,298.34.

The project will be funded with a combination of the City's Municipal State Aid (MSAS) fund and Public

Sanitary Sewer and Water Utility Funds. There are sufficient funds in the 2024 budget to cover these costs.

Strategic Plan Relationship

This 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

Funding for this project will be paid using a combination of the City's Municipal State Aid (MSAS) funds and Public Sanitary Sewer and Water Utility Funds. There are sufficient funds in the 2024 budget to cover these costs.

Public Outreach/Input

N/A

Staff Recommendation

By motion, adopt the resolution.

Attachment List

1. Bid Tab_2-22-24
2. FIGR-128615-Figure 2-9-23



City of Blaine

Signature Copy

Resolution: RES 24-49

Resolution Accepting a Bid from Valley Paving, Inc. in the Amount of \$1,338,453.04 for the Ulysses Street and 117th Avenue Roundabout Project, Improvement Project No. 23-09

WHEREAS, pursuant to advertisement for bids for Improvement Project No. 23-09, said bids were received on February 22, 2024, electronically opened and tabulated according to law, and the following 3 bids were received complying with the advertisement:

Valley Paving, Inc.	\$1,338,453.04
Douglas-Kerr	\$1,383,553.75
Underground, LLC	
Park Construction Company	\$1,435,055.82

AND WHEREAS, Valley Paving, Inc. of Shakopee, 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 Valley Paving, Inc. for the designated improvements in the amount of \$1,338,453.04.
2. A 10% contingency is hereby approved to bring the total project budget to \$1,472,298.31 and the Director of Engineering 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 18th day of March, 2024.

Ulysses Street & 117th Avenue Roundabout (#8942471)

Owner: City of Blaine

Solicitor: Bolton & Menk

02/22/2024 02:00 PM CST

BASE BID				Valley Paving, Inc		Douglas-Kerr Underground, LLC		Park Construction Company		
Line Item	Item Code	Item Description	UoFm	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	2021.501	MOBILIZATION	LS	1	\$45,000.00	\$45,000.00	\$69,850.00	\$69,850.00	\$138,900.00	\$138,900.00
2	2101.502	CLEARING	EA	37	\$217.15	\$8,034.55	\$7,725.60	\$7,725.60	\$410.00	\$15,170.00
3	2101.507	GRUBBING	EA	37	\$144.82	\$5,358.34	\$139.20	\$5,150.40	\$103.00	\$3,811.00
4	2104.502	ABANDON WATER SERVICE	EA	2	\$596.07	\$1,192.14	\$1,404.00	\$2,808.00	\$1,240.00	\$2,480.00
5	2104.502	ABANDON SEWER SERVICE	EA	3	\$595.89	\$1,787.67	\$1,404.00	\$4,212.00	\$788.00	\$2,364.00
6	2104.502	SALVAGE HYDRANT	EA	2	\$1,589.14	\$3,178.28	\$1,053.00	\$2,106.00	\$2,440.00	\$4,880.00
7	2104.502	SALVAGE 6" GATE VALVE AND BOX	EA	2	\$1,589.14	\$3,178.28	\$351.00	\$702.00	\$2,440.00	\$4,880.00
8	2104.502	REMOVE SIGN	EA	22	\$41.60	\$915.20	\$40.00	\$880.00	\$41.00	\$902.00
9	2104.502	REMOVE MANHOLE OR CATCH BASIN	EA	20	\$635.65	\$12,713.00	\$475.25	\$9,505.00	\$471.00	\$9,420.00
10	2104.502	REMOVE 12" HIGH, 4" DIA BARREL SECTION	EA	1	\$794.56	\$794.56	\$1,053.00	\$1,053.00	\$1,590.00	\$1,590.00
11	2104.503	REMOVE SEWER PIPE, STORM	LF	1000	\$16.78	\$16,780.00	\$24.90	\$24,900.00	\$19.40	\$19,400.00
12	2104.503	REMOVE WATER MAIN PIPE	LF	30	\$39.74	\$1,192.20	\$70.20	\$2,106.00	\$25.60	\$768.00
13	2104.503	REMOVE CONCRETE CURB AND GUTTER	LF	3821	\$3.25	\$12,415.00	\$4.35	\$16,617.00	\$3.20	\$11,460.00
14	2104.504	REMOVE BITUMINOUS PAVEMENT	SY	9240	\$3.08	\$28,459.20	\$4.25	\$39,270.00	\$8.15	\$75,306.00
15	2104.518	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SF	40	\$2.11	\$84.40	\$0.95	\$38.00	\$24.20	\$968.00
16	2104.518	REMOVE CONCRETE WALK	SF	7650	\$0.45	\$3,442.50	\$0.55	\$4,207.50	\$1.10	\$8,415.00
17	2104.518	REMOVE CONCRETE VALLEY GUTTER	SF	245	\$3.26	\$798.70	\$1.20	\$294.00	\$11.40	\$2,793.00
18	2104.518	REMOVE CONCRETE MEDIAN	SF	2090	\$0.45	\$940.50	\$0.55	\$1,149.50	\$1.35	\$2,821.50
19	2106.507	EXCAVATION - COMMON (P)	CY	5920	\$20.66	\$122,307.20	\$22.65	\$134,088.00	\$20.70	\$122,544.00
20	2106.507	EXCAVATION - SUBGRADE (EV)	CY	595	\$25.50	\$15,172.50	\$15.05	\$8,954.75	\$0.01	\$5.95
21	2106.507	COMMON EMBANKMENT (CV)	CY	620	\$5.67	\$3,515.40	\$12.95	\$8,029.00	\$18.10	\$11,222.00
22	2105.609	SELECT GRANULAR BORROW	TN	1172	\$8.98	\$10,524.56	\$4.00	\$4,688.00	\$0.01	\$11.72
23	2123.61	STREET SWEEPER (WITH PICKUP BROOM)	HR	15	\$190.82	\$2,862.30	\$160.00	\$2,400.00	\$174.00	\$2,610.00
24	2130.523	WATER FOR DUST CONTROL	MG	40	\$55.06	\$2,202.40	\$74.70	\$2,988.00	\$55.60	\$2,224.00
25	2211.509	AGGREGATE BASE, CLASS 5	TN	4980	\$10.77	\$53,634.60	\$20.05	\$99,849.00	\$0.01	\$49.80
26	2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (3,F)	TN	2333	\$93.16	\$217,342.28	\$88.20	\$205,770.60	\$90.20	\$210,436.60
27	2360.618	PATCH BITUMINOUS DRIVEWAY	SF	40	\$6.11	\$244.40	\$2.60	\$104.00	\$52.60	\$2,104.00
28	2411.618	MODULAR BLOCK RETAINING WALL	SF	160	\$50.94	\$8,150.40	\$35.00	\$5,600.00	\$50.20	\$8,032.00
29	2503.502	15" RCP FLARED END SECTION	EA	1	\$1,331.60	\$1,331.60	\$1,207.00	\$1,207.00	\$1,280.00	\$1,280.00
30	2503.502	21" RCP FLARED END SECTION	EA	1	\$1,489.19	\$1,489.19	\$1,465.00	\$1,465.00	\$1,430.00	\$1,430.00
31	2504.502	24" RCP FLARED END SECTION	EA	1	\$1,708.44	\$1,708.44	\$1,542.00	\$1,542.00	\$1,510.00	\$1,510.00
32	2503.503	12" RCP STORM SEWER	LF	108	\$73.19	\$7,904.52	\$57.50	\$6,210.00	\$89.30	\$9,624.00
33	2503.503	15" RCP STORM SEWER	LF	794	\$66.40	\$52,721.60	\$67.45	\$53,555.30	\$70.10	\$55,659.40
34	2503.503	18" RCP STORM SEWER	LF	86	\$70.82	\$6,090.52	\$75.55	\$6,497.30	\$105.00	\$9,030.00
35	2503.503	21" RCP STORM SEWER, CLASS 4	LF	208	\$87.92	\$18,287.36	\$89.55	\$18,626.40	\$101.00	\$21,008.00
36	2503.503	24" RCP STORM SEWER, CLASS 4	LF	27	\$94.37	\$2,547.99	\$112.95	\$3,049.65	\$211.00	\$5,697.00
37	2504.601	IRRIGATION SYSTEM	LS	1	\$14,326.53	\$14,326.53	\$15,000.00	\$15,000.00	\$14,100.00	\$14,100.00
38	2504.602	ADJUST EXISTING VALVE BOX	EA	8	\$823.88	\$6,591.04	\$912.20	\$7,297.60	\$565.00	\$4,520.00
39	2504.602	INSTALL HYDRANT	EA	2	\$2,550.47	\$5,100.94	\$2,697.00	\$5,394.00	\$2,870.00	\$5,740.00
40	2504.602	INSTALL 6" GATE VALVE & BOX	EA	2	\$2,850.93	\$5,701.86	\$1,215.00	\$2,430.00	\$3,190.00	\$6,380.00
41	2504.602	1.5" CORPORATION STOP	EA	1	\$1,856.87	\$1,856.87	\$1,808.00	\$1,808.00	\$5,550.00	\$5,550.00
42	2504.602	1.5" CURB STOP AND BOX	EA	1	\$8,296.29	\$8,296.29	\$3,151.00	\$3,151.00	\$5,200.00	\$5,200.00
43	2504.603	1.5" HDPE IRRIGATION SERVICE	LF	15	\$54.17	\$812.55	\$49.50	\$742.50	\$67.20	\$1,008.00
44	2504.603	6" DIP WATERMAIN, CLASS 52	LF	25	\$161.27	\$4,031.75	\$102.20	\$2,555.00	\$140.00	\$3,500.00
45	2505.602	VALVE BOX EXTENSION	LF	2	\$816.19	\$1,632.38	\$80.70	\$161.40	\$410.00	\$820.00
46	2504.618	4" INSULATION	SF	64	\$10.25	\$656.00	\$5.90	\$377.60	\$11.70	\$748.80
47	2506.502	2"X3" STORM SEWER CB, INCL CSTG AND RINGS	EA	10	\$2,403.27	\$24,032.70	\$2,937.00	\$29,370.00	\$2,620.00	\$26,200.00
48	2506.502	4" DIA STORM SEWER CBMH, INCL CSTG AND RINGS	EA	9	\$3,390.75	\$30,516.75	\$3,806.00	\$34,254.00	\$3,590.00	\$32,310.00
49	2506.502	5" DIA STORM SEWER CBMH, INCL CSTG AND RINGS	EA	3	\$5,022.02	\$15,066.06	\$5,521.00	\$16,563.00	\$5,200.00	\$15,600.00
50	2506.502	6" DIA STORM SEWER CBMH, INCL CSTG AND RINGS	EA	1	\$7,294.82	\$7,294.82	\$7,396.00	\$7,396.00	\$7,180.00	\$7,180.00
51	2506.602	4" DIA SKIMMER STRUCTURE WITH GRATE	EA	1	\$7,109.43	\$7,109.43	\$6,686.00	\$6,686.00	\$6,460.00	\$6,460.00
52	2506.602	4" DIAM SKIMMER STRUCTURE WITH WEIR WALL AND GRATE	EA	1	\$11,099.13	\$11,099.13	\$8,259.00	\$8,259.00	\$10,000.00	\$10,000.00
53	2506.602	SUBMERGED OUTLET STRUCTURE	EA	2	\$4,063.68	\$8,127.36	\$4,256.00	\$8,512.00	\$4,700.00	\$9,400.00
54	2506.602	PRETREATMENT CHAMBER	EA	3	\$3,796.15	\$11,388.45	\$4,241.00	\$12,723.00	\$5,900.00	\$17,700.00
55	2506.602	FURNISH CASTING, NEENAH R-1733	EA	5	\$1,175.53	\$5,877.65	\$538.05	\$2,690.25	\$1,250.00	\$6,250.00
56	2506.602	ADJUST SANITARY MANHOLE CASTING, INCLUDING NEW CONC ADJUSTING RINGS	EA	3	\$984.21	\$2,952.63	\$1,050.00	\$3,150.00	\$1,500.00	\$4,500.00
57	2506.602	ADJUST STORM MANHOLE CASTING, INCLUDING NEW CONC ADJUSTING RINGS	EA	2	\$984.22	\$1,968.44	\$1,050.00	\$2,100.00	\$1,500.00	\$3,000.00
58	2506.602	ADJUST CATCH BASIN CASTING, INCLUDING NEW CONC ADJUSTING RINGS	EA	1	\$126.08	\$126.08	\$126.75	\$126.75	\$1,110.00	\$1,110.00
59	2506.602	REMOVE AND REPLACE 4" DIA TOP SLAB	EA	1	\$877.54	\$877.54	\$1,169.00	\$1,169.00	\$871.00	\$871.00
60	2506.602	BULKHEAD STRUCTURE	EA	3	\$403.44	\$1,210.32	\$417.20	\$1,251.60	\$307.00	\$921.00
61	2506.602	CONNECT TO EXISTING PIPE	EA	1	\$938.03	\$938.03	\$1,630.00	\$1,630.00	\$815.00	\$815.00
62	2506.602	CONNECT TO EXISTING STRUCTURE	EA	1	\$1,250.53	\$1,250.53	\$1,422.00	\$1,422.00	\$1,010.00	\$1,010.00
63	2511.507	RANDOM RIPRAP CLASS 3	CY	34	\$148.80	\$5,059.20	\$115.95	\$3,942.30	\$180.00	\$6,120.00
64	2521.518	4" CONCRETE WALK	SF	7150	\$5.72	\$40,898.00	\$5.50	\$39,325.00	\$5.95	\$42,542.50
65	2531.503	CONCRETE CURB AND GUTTER DEIGN B618	LF	5200	\$17.68	\$91,936.00	\$18.30	\$95,160.00	\$18.50	\$96,200.00
66	2531.503	CONCRETE CURB AND GUTTER DEIGN R424	LF	330	\$31.20	\$10,296.00	\$30.00	\$9,900.00	\$32.50	\$10,725.00
67	2531.518	8" CONCRETE VALLEY GUTTER	SF	900	\$9.36	\$8,424.00	\$9.00	\$8,100.00	\$9.35	\$8,415.00
68	2531.518	7" CONCRETE TRUCK APRON	SF	3055	\$9.00	\$27,495.00	\$8.65	\$26,425.75	\$9.30	\$28,411.50
69	2531.518	4" CONCRETE MEDIAN	SF	8550	\$5.72	\$48,906.00	\$5.50	\$47,025.00	\$5.90	\$50,445.00
70	2531.618	CONCRETE MEDIAN APPROACH NOSE	SF	340	\$8.32	\$2,828.80	\$8.00	\$2,720.00	\$8.30	\$2,822.00
71	2531.618	6" CONCRETE PEDESTRIAN CURB RAMP	SF	1725	\$12.48	\$21,528.00	\$12.00	\$20,700.00	\$12.90	\$22,252.50
72	2531.618	TRUNCATED DOMES - CAST IRON	SF	220	\$67.60	\$14,872.00	\$65.00	\$14,300.00	\$67.60	\$14,872.00
73	2545.603	CONDUIT CROSSING	LF	400	\$4.47	\$1,788.00	\$10.05	\$4,020.00	\$10.60	\$4,120.00
74	2557.603	ORNAMENTAL STEEL FENCE	LF	70	\$231.62	\$16,213.40	\$218.45	\$15,291.50	\$224.00	\$15,680.00
75	2563.601	TRAFFIC CONTROL	LS	1	\$37,336.00	\$37,336.00	\$9,900.00	\$9,900.00	\$10,100.00	\$10,100.00
76	2564.518	SIGN PANELS TYPE C	SF	289	\$60.32	\$17,432.48	\$58.00	\$16,762.00	\$59.50	\$17,195.50
77	2564.602	STREET NAME SIGN (2 BLADES), INCL POST AND HARDWARE	EA	2	\$676.00	\$1,352.00	\$650.00	\$1,300.00	\$666.00	\$1,332.00
78	2571.502	DECIDUOUS TREE 10' HT B&B	EA	3	\$663.27	\$1,989.81	\$535.00	\$1,605.00	\$654.00	\$1,962.00
79	2571.502	DECIDUOUS SHRUB NO 3 CONT	EA	688	\$48.82	\$33,588.16	\$48.00	\$33,024.00	\$48.10	\$33,092.80
80	2571.502	DECIDUOUS SHRUB NO 5 CONT	EA	58	\$68.98	\$4,000.84	\$56.00	\$3,248.00	\$68.00	\$3,944.00
81	2573.602	STORM DRAIN INLET PROTECTION - EXISTING DRAINAGE	EA	30	\$74.45	\$2,233.50	\$89.75	\$2,692.50	\$199.00	\$5,970.00
82	2573.602	STORM DRAIN INLET PROTECTION - DESIGN DRAINAGE	EA</							

Ulysses Street & 117th Avenue Roundabout (#8942471)

Owner: City of Blaine

Solicitor: Bolton & Menk

02/22/2024 02:00 PM CST

BASE BID					North Valley, Inc.		New Look Contracting, Inc.		Northdale Construction Company, Inc.	
Line Item	Item Code	Item Description	UoFm	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	2021.501	MOBILIZATION	LS	1	\$161,063.96	\$161,063.96	\$109,750.00	\$109,750.00	\$25,022.50	\$25,022.50
2	2101.502	CLEARING	EA	37	\$224.54	\$8,307.98	\$275.00	\$10,175.00	\$219.24	\$8,111.88
3	2101.507	GRUBBING	EA	37	\$149.69	\$5,538.53	\$200.00	\$7,400.00	\$146.16	\$5,407.92
4	2104.502	ABANDON WATER SERVICE	EA	2	\$537.69	\$1,075.38	\$1,750.00	\$3,500.00	\$812.50	\$1,625.00
5	2104.502	ABANDON SEWER SERVICE	EA	3	\$376.38	\$1,129.14	\$900.00	\$2,700.00	\$812.50	\$2,437.50
6	2104.502	SALVAGE HYDRANT	EA	2	\$871.06	\$1,742.12	\$850.00	\$1,700.00	\$812.50	\$1,625.00
7	2104.502	SALVAGE 6" GATE VALVE AND BOX	EA	2	\$871.06	\$1,742.12	\$250.00	\$500.00	\$812.50	\$1,625.00
8	2104.502	REMOVE SIGN	EA	22	\$43.02	\$946.44	\$45.00	\$990.00	\$42.00	\$924.00
9	2104.502	REMOVE MANHOLE OR CATCH BASIN	EA	20	\$532.31	\$10,646.20	\$850.00	\$17,000.00	\$812.50	\$16,250.00
10	2104.502	REMOVE 12" HIGH, 4" DIA BARREL SECTION	EA	1	\$252.71	\$252.71	\$1,750.00	\$1,750.00	\$2,116.65	\$2,116.65
11	2104.503	REMOVE SEWER PIPE, STORM	LF	1000	\$14.52	\$14,520.00	\$20.00	\$20,000.00	\$10.00	\$10,000.00
12	2104.503	REMOVE WATER MAIN PIPE	LF	30	\$22.58	\$677.40	\$20.00	\$600.00	\$10.00	\$300.00
13	2104.503	REMOVE CONCRETE CURB AND GUTTER	LF	3820	\$2.53	\$9,664.60	\$3.50	\$13,370.00	\$3.00	\$11,460.00
14	2104.504	REMOVE BITUMINOUS PAVEMENT	SY	9240	\$5.00	\$46,200.00	\$3.00	\$27,720.00	\$3.00	\$27,720.00
15	2104.518	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SF	40	\$8.87	\$354.80	\$18.00	\$720.00	\$1.50	\$60.00
16	2104.518	REMOVE CONCRETE WALK	SF	7650	\$1.29	\$9,868.50	\$1.00	\$7,650.00	\$1.50	\$11,475.00
17	2104.518	REMOVE CONCRETE VALLEY GUTTER	SF	245	\$1.94	\$475.30	\$5.00	\$1,225.00	\$1.50	\$367.50
18	2104.518	REMOVE CONCRETE MEDIAN	SF	2090	\$1.72	\$3,594.80	\$1.00	\$2,090.00	\$1.50	\$3,135.00
19	2106.507	EXCAVATION - COMMON (P)	CY	5920	\$16.67	\$98,686.40	\$15.00	\$88,800.00	\$35.14	\$208,028.80
20	2106.507	EXCAVATION - SUBGRADE (EV)	CY	595	\$5.16	\$3,070.20	\$25.00	\$14,875.00	\$25.00	\$14,875.00
21	2106.507	COMMON EMBANKMENT (CV)	CY	620	\$14.03	\$8,698.60	\$13.00	\$8,060.00	\$25.00	\$15,500.00
22	2105.609	SELECT GRANULAR BORROW	TN	1172	\$19.20	\$22,502.40	\$1.00	\$1,172.00	\$19.51	\$22,865.72
23	2123.61	STREET SWEEPER (WITH PICKUP BROOM)	HR	15	\$198.94	\$2,984.10	\$1.00	\$15.00	\$178.50	\$2,677.50
24	2130.523	WATER FOR DUST CONTROL	MG	40	\$43.01	\$1,720.40	\$1.00	\$40.00	\$50.00	\$2,000.00
25	2211.509	AGGREGATE BASE, CLASS 5	TN	4980	\$15.59	\$77,638.20	\$12.00	\$59,760.00	\$25.74	\$128,185.20
26	2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (3,F)	TN	2333	\$94.88	\$221,355.04	\$98.00	\$228,634.00	\$89.82	\$209,550.06
27	2360.618	PATCH BITUMINOUS DRIVEWAY	SF	40	\$10.35	\$414.00	\$55.00	\$2,200.00	\$6.45	\$258.00
28	2411.618	MODULAR BLOCK RETAINING WALL	SF	160	\$65.06	\$10,409.60	\$63.00	\$10,080.00	\$36.75	\$5,880.00
29	2503.502	15" RCP FLARED END SECTION	EA	1	\$1,553.92	\$1,553.92	\$1,375.00	\$1,375.00	\$1,544.68	\$1,544.68
30	2503.502	21" RCP FLARED END SECTION	EA	1	\$1,715.22	\$1,715.22	\$1,550.00	\$1,550.00	\$1,695.38	\$1,695.38
31	2504.502	24" RCP FLARED END SECTION	EA	1	\$2,005.57	\$2,005.57	\$1,775.00	\$1,775.00	\$1,777.18	\$1,777.18
32	2503.503	12" RCP STORM SEWER	LF	108	\$71.73	\$7,746.84	\$97.00	\$10,476.00	\$101.69	\$10,982.52
33	2503.503	15" RCP STORM SEWER	LF	794	\$64.52	\$51,228.88	\$84.00	\$66,696.00	\$84.72	\$67,267.68
34	2503.503	18" RCP STORM SEWER	LF	86	\$68.66	\$5,904.76	\$90.00	\$7,740.00	\$88.85	\$7,641.10
35	2503.503	21" RCP STORM SEWER, CLASS 4	LF	208	\$88.18	\$18,341.44	\$100.00	\$20,800.00	\$105.73	\$21,991.84
36	2503.503	24" RCP STORM SEWER, CLASS 4	LF	27	\$106.46	\$2,874.42	\$125.00	\$3,375.00	\$111.84	\$3,019.68
37	2504.601	IRRIGATION SYSTEM	LS	1	\$25,271.26	\$25,271.26	\$20,000.00	\$20,000.00	\$23,766.75	\$23,766.75
38	2504.602	ADJUST EXISTING VALVE BOX	EA	8	\$414.02	\$3,312.16	\$975.00	\$7,800.00	\$426.33	\$3,410.64
39	2504.602	INSTALL HYDRANT	EA	2	\$1,613.06	\$3,226.12	\$1,750.00	\$3,500.00	\$1,603.02	\$3,206.04
40	2504.602	INSTALL 6" GATE VALVE & BOX	EA	2	\$1,478.64	\$2,957.28	\$2,550.00	\$5,100.00	\$1,993.38	\$3,986.76
41	2504.602	1.5" CORPORATION STOP	EA	1	\$699.00	\$699.00	\$1,325.00	\$1,325.00	\$669.65	\$669.65
42	2504.602	1.5" CURB STOP AND BOX	EA	1	\$2,242.15	\$2,242.15	\$2,950.00	\$2,950.00	\$943.24	\$943.24
43	2504.603	1.5" HDPE IRRIGATION SERVICE	LF	15	\$58.07	\$871.05	\$75.00	\$1,125.00	\$54.70	\$820.50
44	2504.603	6" DIP WATERMAIN, CLASS 52	LF	25	\$70.97	\$1,774.25	\$150.00	\$3,750.00	\$97.78	\$2,444.50
45	2505.602	VALVE BOX EXTENSION	LF	2	\$150.55	\$301.10	\$925.00	\$1,850.00	\$348.10	\$696.20
46	2504.618	4" INSULATION	SF	64	\$8.07	\$516.48	\$15.00	\$960.00	\$9.41	\$602.24
47	2506.502	2"X3" STORM SEWER CB, INCL CSTG AND RINGS	EA	10	\$2,715.32	\$27,153.20	\$3,250.00	\$32,500.00	\$2,966.36	\$29,663.60
48	2506.502	4" DIA STORM SEWER CBMH, INCL CSTG AND RINGS	EA	9	\$4,140.19	\$37,261.71	\$4,000.00	\$36,000.00	\$3,954.15	\$39,587.35
49	2506.502	5" DIA STORM SEWER CBMH, INCL CSTG AND RINGS	EA	3	\$5,871.54	\$17,614.62	\$6,000.00	\$18,000.00	\$5,376.60	\$16,129.80
50	2506.502	6" DIA STORM SEWER CBMH, INCL CSTG AND RINGS	EA	1	\$8,479.32	\$8,479.32	\$9,000.00	\$9,000.00	\$7,129.32	\$7,129.32
51	2506.602	4" DIA SKIMMER STRUCTURE WITH GRATE	EA	1	\$9,226.70	\$9,226.70	\$7,750.00	\$7,750.00	\$7,075.00	\$7,075.00
52	2506.602	4" DIAM SKIMMER STRUCTURE WITH WEIR WALL AND GRATE	EA	1	\$14,076.63	\$14,076.63	\$10,000.00	\$10,000.00	\$7,524.08	\$7,524.08
53	2506.602	SUBMERGED OUTLET STRUCTURE	EA	2	\$5,188.68	\$10,377.36	\$6,250.00	\$12,500.00	\$5,442.00	\$10,884.00
54	2506.602	PRETREATMENT CHAMBER	EA	3	\$3,946.62	\$11,839.86	\$6,000.00	\$18,000.00	\$3,480.00	\$10,440.00
55	2506.602	FURNISH CASTING, NEEHAH R-1733	EA	5	\$650.60	\$3,253.00	\$1,000.00	\$5,000.00	\$1,679.63	\$8,398.15
56	2506.602	ADJUST SANITARY MANHOLE CASTING, INCLUDING NEW CONC ADJUSTING RINGS	EA	3	\$693.61	\$2,080.83	\$1,200.00	\$3,600.00	\$1,219.65	\$3,658.95
57	2506.602	ADJUST STORM MANHOLE CASTING, INCLUDING NEW CONC ADJUSTING RINGS	EA	2	\$639.85	\$1,279.70	\$1,200.00	\$2,400.00	\$1,219.65	\$2,439.30
58	2506.602	ADJUST CATCH BASIN CASTING, INCLUDING NEW CONC ADJUSTING RINGS	EA	1	\$607.59	\$607.59	\$1,200.00	\$1,200.00	\$1,219.65	\$1,219.65
59	2506.602	REMOVE AND REPLACE 4" DIA TOP SLAB	EA	1	\$865.67	\$865.67	\$3,200.00	\$3,200.00	\$1,580.97	\$1,580.97
60	2506.602	BULKHEAD STRUCTURE	EA	3	\$424.77	\$1,274.31	\$400.00	\$1,200.00	\$500.00	\$1,500.00
61	2506.602	CONNECT TO EXISTING PIPE	EA	1	\$1,758.23	\$1,758.23	\$1,000.00	\$1,000.00	\$1,272.50	\$1,272.50
62	2506.602	CONNECT TO EXISTING STRUCTURE	EA	1	\$3,656.27	\$3,656.27	\$1,500.00	\$1,500.00	\$1,736.00	\$1,736.00
63	2511.507	RANDOM RIPRAP CLASS 3	CY	34	\$129.04	\$4,387.36	\$145.00	\$4,930.00	\$193.69	\$6,585.46
64	2521.518	4" CONCRETE WALK	SF	7150	\$6.34	\$45,331.00	\$7.25	\$51,837.50	\$7.27	\$51,980.50
65	2531.503	CONCRETE CURB AND GUTTER DEIGN B618	LF	5200	\$19.84	\$103,168.00	\$20.25	\$105,300.00	\$17.85	\$92,820.00
66	2531.503	CONCRETE CURB AND GUTTER DEIGN R424	LF	330	\$33.82	\$11,160.60	\$35.25	\$11,632.50	\$31.50	\$10,395.00
67	2531.518	8" CONCRETE VALLEY GUTTER	SF	900	\$10.00	\$9,000.00	\$10.25	\$9,225.00	\$10.95	\$9,855.00
68	2531.518	7" CONCRETE TRUCK APRON	SF	3055	\$10.00	\$30,550.00	\$12.00	\$36,660.00	\$10.58	\$32,321.90
69	2531.518	4" CONCRETE MEDIAN	SF	8550	\$6.61	\$56,515.50	\$9.25	\$79,087.50	\$7.27	\$62,158.50
70	2531.618	CONCRETE MEDIAN APPROACH NOSE	SF	340	\$9.41	\$3,199.40	\$12.50	\$4,250.00	\$9.90	\$3,366.00
71	2531.618	6" CONCRETE PEDESTRIAN CURB RAMP	SF	1725	\$13.71	\$23,649.75	\$15.00	\$25,875.00	\$14.10	\$24,322.50
72	2531.618	TRUNCATED DOMES - CAST IRON	SF	220	\$69.90	\$15,378.00	\$73.00	\$16,060.00	\$69.75	\$15,345.00
73	2545.603	CONDUIT CROSSING	LF	400	\$4.30	\$1,720.00	\$6.00	\$2,400.00	\$32.50	\$13,000.00
74	2557.603	ORNAMENTAL STEEL FENCE	LF	70	\$239.54	\$16,767.80	\$250.00	\$17,500.00	\$229.35	\$16,054.50
75	2563.601	TRAFFIC CONTROL	LS	1	\$10,646.19	\$10,646.19	\$12,000.00	\$12,000.00	\$11,287.50	\$11,287.50
76	2564.518	SIGN PANELS TYPE C	SF	289	\$62.37	\$18,024.93	\$65.00	\$18,785.00	\$60.90	\$17,600.10
77	2564.602	STREET NAME SIGN (2 BLADES), INCL POST AND HARDWARE	EA	2	\$698.99	\$1,397.98	\$725.00	\$1,450.00	\$682.50	\$1,365.00
78	2571.502	DECIDUOUS TREE 10' HT B&B	EA	3	\$876.96	\$2,630.88	\$900.00	\$2,700.00	\$561.75	\$1,685.25
79	2571.502	DECIDUOUS SHRUB NO 3 CONT	EA	688	\$52.62	\$36,202.56	\$54.00	\$37,152.00	\$50.40	\$34,675.20
80	2571.502	DECIDUOUS SHRUB NO 5 CONT	EA	58	\$62.48	\$3,623.84	\$64.00	\$3,712.00	\$58.80	\$3,410.40
81	2573.602	STORM DRAIN INLET PROTECTION - EXISTING DRAINAGE	EA	30	\$198.94	\$5,968.20	\$150.00	\$4,500.00	\$254.60	\$7,638.00
82	2573.602									

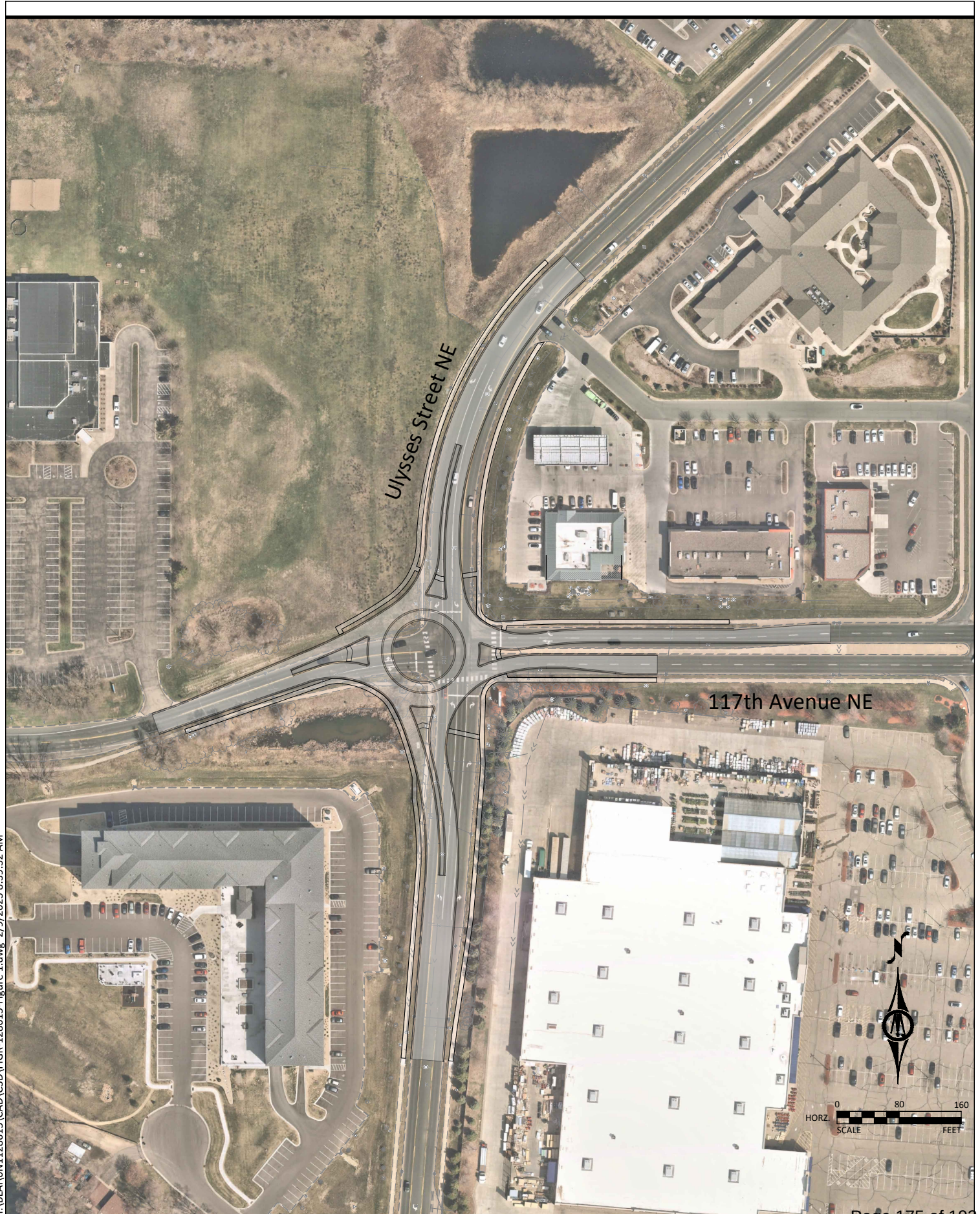
Ulysses Street & 117th Avenue Roundabout (#8942471)

Owner: City of Blaine

Solicitor: Bolton & Menk

02/22/2024 02:00 PM CST

BASE BID					Forest Lake Contracting, Inc.		Northwest		Dresel Contracting Inc.	
Line Item	Item Code	Item Description	UoM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	2021.501	MOBILIZATION	LS	1	\$79,000.00	\$79,000.00	\$141,656.00	\$141,656.00	\$152,250.00	\$152,250.00
2	2101.502	CLEARING	EA	37	\$300.00	\$11,100.00	\$210.00	\$7,770.00	\$550.00	\$20,350.00
3	2101.507	GRUBBING	EA	37	\$200.00	\$7,400.00	\$115.00	\$4,255.00	\$385.00	\$14,245.00
4	2104.502	ABANDON WATER SERVICE	EA	2	\$1,600.00	\$3,200.00	\$500.00	\$1,000.00	\$660.00	\$1,320.00
5	2104.502	ABANDON SEWER SERVICE	EA	3	\$1,600.00	\$4,800.00	\$600.00	\$1,800.00	\$440.00	\$1,320.00
6	2104.502	SALVAGE HYDRANT	EA	2	\$1,100.00	\$2,200.00	\$600.00	\$1,200.00	\$660.00	\$1,320.00
7	2104.502	SALVAGE 6" GATE VALVE AND BOX	EA	2	\$1,100.00	\$2,200.00	\$400.00	\$800.00	\$1,320.00	\$2,640.00
8	2104.502	REMOVE SIGN	EA	22	\$40.00	\$880.00	\$28.00	\$616.00	\$42.00	\$924.00
9	2104.502	REMOVE MANHOLE OR CATCH BASIN	EA	20	\$750.00	\$15,000.00	\$650.00	\$13,000.00	\$330.00	\$6,600.00
10	2104.502	REMOVE 12" HIGH, 4" DIA BARREL SECTION	EA	1	\$750.00	\$750.00	\$650.00	\$650.00	\$330.00	\$330.00
11	2104.503	REMOVE SEWER PIPE, STORM	LF	1000	\$15.00	\$15,000.00	\$15.00	\$15,000.00	\$15.84	\$15,840.00
12	2104.503	REMOVE WATER MAIN PIPE	LF	30	\$15.00	\$450.00	\$25.00	\$750.00	\$22.00	\$660.00
13	2104.503	REMOVE CONCRETE CURB AND GUTTER	LF	3820	\$4.00	\$15,280.00	\$9.10	\$34,762.00	\$4.51	\$17,228.20
14	2104.504	REMOVE BITUMINOUS PAVEMENT	SY	9240	\$4.00	\$36,960.00	\$4.66	\$43,058.40	\$4.06	\$37,514.40
15	2104.518	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SF	40	\$1.00	\$40.00	\$16.00	\$640.00	\$36.00	\$1,440.00
16	2104.518	REMOVE CONCRETE WALK	SF	7650	\$1.00	\$7,650.00	\$2.03	\$15,529.50	\$0.69	\$5,278.50
17	2104.518	REMOVE CONCRETE VALLEY GUTTER	SF	245	\$5.00	\$1,225.00	\$7.00	\$1,715.00	\$5.39	\$1,320.55
18	2104.518	REMOVE CONCRETE MEDIAN	SF	2090	\$1.00	\$2,090.00	\$4.50	\$9,405.00	\$1.26	\$2,633.40
19	2106.507	EXCAVATION - COMMON (P)	CY	5920	\$25.00	\$148,000.00	\$31.75	\$187,960.00	\$44.93	\$265,985.60
20	2106.507	EXCAVATION - SUBGRADE (EV)	CY	595	\$21.00	\$12,495.00	\$46.40	\$27,608.00	\$33.13	\$19,712.35
21	2106.507	COMMON EMBANKMENT (CV)	CY	620	\$7.00	\$4,340.00	\$18.00	\$11,160.00	\$29.81	\$18,482.20
22	2105.609	SELECT GRANULAR BORROW	TN	1172	\$15.00	\$17,580.00	\$22.10	\$25,901.20	\$0.01	\$11.72
23	2123.61	STREET SWEEPER (WITH PICKUP BROOM)	HR	15	\$200.00	\$3,000.00	\$145.00	\$2,175.00	\$248.00	\$3,720.00
24	2130.523	WATER FOR DUST CONTROL	MG	40	\$40.00	\$1,600.00	\$58.00	\$2,320.00	\$55.80	\$2,232.00
25	2211.509	AGGREGATE BASE, CLASS 5	TN	4980	\$25.00	\$124,500.00	\$19.92	\$99,201.60	\$0.01	\$49.80
26	2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (3,F)	TN	2333	\$85.54	\$199,564.82	\$88.22	\$205,817.26	\$89.29	\$208,313.57
27	2360.618	PATCH BITUMINOUS DRIVEWAY	SF	40	\$54.01	\$2,160.40	\$64.00	\$2,560.00	\$77.50	\$3,100.00
28	2411.618	MODULAR BLOCK RETAINING WALL	SF	160	\$85.00	\$13,600.00	\$78.62	\$12,579.20	\$57.60	\$9,216.00
29	2503.502	15" RCP FLARED END SECTION	EA	1	\$1,700.00	\$1,700.00	\$1,145.00	\$1,145.00	\$2,340.25	\$2,340.25
30	2503.502	21" RCP FLARED END SECTION	EA	1	\$2,100.00	\$2,100.00	\$1,350.00	\$1,350.00	\$2,462.44	\$2,462.44
31	2504.502	24" RCP FLARED END SECTION	EA	1	\$2,200.00	\$2,200.00	\$1,450.00	\$1,450.00	\$2,560.19	\$2,560.19
32	2503.503	12" RCP STORM SEWER	LF	108	\$90.00	\$9,720.00	\$60.17	\$6,498.36	\$91.43	\$9,874.44
33	2503.503	15" RCP STORM SEWER	LF	794	\$83.00	\$65,902.00	\$65.10	\$51,689.40	\$84.94	\$67,442.36
34	2503.503	18" RCP STORM SEWER	LF	86	\$91.00	\$7,826.00	\$69.46	\$5,973.56	\$144.80	\$12,452.80
35	2503.503	21" RCP STORM SEWER, CLASS 4	LF	208	\$115.00	\$23,920.00	\$75.20	\$15,641.60	\$134.07	\$27,886.56
36	2503.503	24" RCP STORM SEWER, CLASS 4	LF	27	\$124.00	\$3,348.00	\$94.84	\$2,560.68	\$255.34	\$6,894.18
37	2504.601	IRRIGATION SYSTEM	LS	1	\$22,000.00	\$22,000.00	\$28,650.00	\$28,650.00	\$23,310.00	\$23,310.00
38	2504.602	ADJUST EXISTING VALVE BOX	EA	8	\$400.00	\$3,200.00	\$428.00	\$3,424.00	\$761.88	\$6,095.04
39	2504.602	INSTALL HYDRANT	EA	2	\$1,900.00	\$3,800.00	\$1,158.25	\$2,316.50	\$3,450.00	\$6,900.00
40	2504.602	INSTALL 6" GATE VALVE & BOX	EA	2	\$1,900.00	\$3,800.00	\$1,302.00	\$2,604.00	\$3,277.50	\$6,555.00
41	2504.602	1.5" CORPORATION STOP	EA	1	\$1,000.00	\$1,000.00	\$938.37	\$938.37	\$2,990.00	\$2,990.00
42	2504.602	1.5" CURB STOP AND BOX	EA	1	\$2,600.00	\$2,600.00	\$1,224.05	\$1,224.05	\$3,335.00	\$3,335.00
43	2504.603	1.5" HDPE IRRIGATION SERVICE	LF	15	\$98.00	\$1,470.00	\$35.77	\$536.55	\$258.75	\$3,881.25
44	2504.603	6" DIP WATERMAIN, CLASS 52	LF	25	\$125.00	\$3,125.00	\$82.13	\$2,053.25	\$304.75	\$7,618.75
45	2505.602	VALVE BOX EXTENSION	LF	2	\$450.00	\$900.00	\$175.00	\$350.00	\$747.50	\$1,495.00
46	2504.618	4" INSULATION	SF	64	\$9.00	\$576.00	\$8.50	\$544.00	\$31.27	\$2,001.28
47	2506.502	2"X3" STORM SEWER CB, INCL CSTG AND RINGS	EA	10	\$3,800.00	\$38,000.00	\$2,265.42	\$22,654.20	\$4,111.25	\$41,112.50
48	2506.502	4" DIA STORM SEWER CBMH, INCL CSTG AND RINGS	EA	9	\$4,600.00	\$41,400.00	\$2,937.34	\$26,436.06	\$4,570.61	\$41,135.49
49	2506.502	5" DIA STORM SEWER CBMH, INCL CSTG AND RINGS	EA	3	\$6,700.00	\$20,100.00	\$4,490.67	\$13,472.01	\$6,794.58	\$20,383.74
50	2506.502	6" DIA STORM SEWER CBMH, INCL CSTG AND RINGS	EA	1	\$9,700.00	\$9,700.00	\$6,463.58	\$6,463.58	\$10,446.03	\$10,446.03
51	2506.602	4" DIA SKIMMER STRUCTURE WITH GRATE	EA	1	\$10,100.00	\$10,100.00	\$6,837.84	\$6,837.84	\$11,218.25	\$11,218.25
52	2506.602	4" DIAM SKIMMER STRUCTURE WITH WEIR WALL AND GRATE	EA	1	\$10,900.00	\$10,900.00	\$8,141.36	\$8,141.36	\$11,902.50	\$11,902.50
53	2506.602	SUBMERGED OUTLET STRUCTURE	EA	2	\$5,600.00	\$11,200.00	\$4,528.00	\$9,056.00	\$8,682.50	\$17,365.00
54	2506.602	PRETREATMENT CHAMBER	EA	3	\$4,600.00	\$13,800.00	\$5,800.00	\$17,400.00	\$6,823.33	\$20,469.99
55	2506.602	FURNISH CASTING, NENAH R-1733	EA	5	\$625.00	\$3,125.00	\$490.00	\$2,450.00	\$747.50	\$3,737.50
56	2506.602	ADJUST SANITARY MANHOLE CASTING, INCLUDING NEW CONC ADJUSTING RINGS	EA	3	\$450.00	\$1,350.00	\$715.00	\$2,145.00	\$2,415.00	\$7,245.00
57	2506.602	ADJUST STORM MANHOLE CASTING, INCLUDING NEW CONC ADJUSTING RINGS	EA	2	\$450.00	\$900.00	\$685.00	\$1,370.00	\$1,265.00	\$2,530.00
58	2506.602	ADJUST CATCH BASIN CASTING, INCLUDING NEW CONC ADJUSTING RINGS	EA	1	\$450.00	\$450.00	\$540.00	\$540.00	\$1,380.00	\$1,380.00
59	2506.602	REMOVE AND REPLACE 4" DIA TOP SLAB	EA	1	\$1,700.00	\$1,700.00	\$2,000.00	\$2,000.00	\$1,786.01	\$1,786.01
60	2506.602	BULKHEAD STRUCTURE	EA	3	\$600.00	\$1,800.00	\$500.00	\$1,500.00	\$709.17	\$2,127.51
61	2506.602	CONNECT TO EXISTING PIPE	EA	1	\$1,100.00	\$1,100.00	\$2,000.00	\$2,000.00	\$1,897.50	\$1,897.50
62	2506.602	CONNECT TO EXISTING STRUCTURE	EA	1	\$1,300.00	\$1,300.00	\$1,500.00	\$1,500.00	\$2,530.00	\$2,530.00
63	2511.507	RANDOM RIPRAP CLASS 3	CY	34	\$130.00	\$4,420.00	\$90.00	\$3,060.00	\$115.68	\$3,933.12
64	2521.518	4" CONCRETE WALK	SF	7150	\$7.00	\$50,050.00	\$6.22	\$44,473.00	\$7.88	\$56,342.00
65	2531.503	CONCRETE CURB AND GUTTER DEIGN B618	LF	5200	\$17.00	\$88,400.00	\$17.85	\$92,820.00	\$17.85	\$92,820.00
66	2531.503	CONCRETE CURB AND GUTTER DEIGN R424	LF	330	\$30.00	\$9,900.00	\$31.50	\$10,395.00	\$31.50	\$10,395.00
67	2531.518	8" CONCRETE VALLEY GUTTER	SF	900	\$9.00	\$8,100.00	\$11.00	\$9,900.00	\$9.45	\$8,505.00
68	2531.518	7" CONCRETE TRUCK APRON	SF	3055	\$10.00	\$30,550.00	\$11.26	\$34,399.30	\$11.18	\$34,154.90
69	2531.518	4" CONCRETE MEDIAN	SF	8550	\$7.00	\$59,850.00	\$6.25	\$53,437.50	\$7.88	\$67,374.00
70	2531.618	CONCRETE MEDIAN APPROACH NOSE	SF	340	\$8.00	\$2,720.00	\$9.00	\$3,060.00	\$8.40	\$2,856.00
71	2531.618	6" CONCRETE PEDESTRIAN CURB RAMP	SF	1725	\$14.00	\$24,150.00	\$13.83	\$23,856.75	\$12.60	\$21,735.00
72	2531.618	TRUNCATED DOMES - CAST IRON	SF	220	\$65.00	\$14,300.00	\$67.00	\$14,740.00	\$68.25	\$15,015.00
73	2545.603	CONDUIT CROSSING	LF	400	\$14.00	\$5,600.00	\$7.50	\$3,000.00	\$9.30	\$3,720.00
74	2557.603	ORNAMENTAL STEEL FENCE	LF	70	\$396.00	\$27,720.00	\$415.00	\$29,050.00	\$260.00	\$18,900.00
75	2563.601	TRAFFIC CONTROL	LS	1	\$9,900.00	\$9,900.00	\$26,450.00	\$26,450.00	\$105,900.00	\$105,900.00
76	2564.518	SIGN PANELS TYPE C	SF	289	\$58.00	\$16,762.00	\$58.00	\$16,762.00	\$59.74	\$17,264.86
77	2564.602	STREET NAME SIGN (2 BLADES), INCL POST AND HARDWARE	EA	2	\$650.00	\$1,300.00	\$383.00	\$766.00	\$669.50	\$1,339.00
78	2571.502	DECIDUOUS TREE 10' HT B&B	EA	3	\$708.00	\$2,124.00	\$743.00	\$2,229.00	\$656.25	\$1,968.75
79	2571.502	DECIDUOUS SHRUB NO 3 CONT	EA	688	\$83.00	\$57,104.00	\$87.00	\$59,856.00	\$47.38	\$32,597.44
80	2571.502	DECIDUOUS SHRUB NO 5 CONT	EA	58	\$87.00	\$5,046.00	\$91.40	\$5,301.20	\$68.25	\$3,958.50
81	2573.602	STORM DRAIN INLET PROTECTION - EXISTING DRAINAGE	EA	30	\$150.00	\$4,500.00	\$165.00	\$4,950.00	\$150.00	\$4,500.00
82	2573.602	STORM DRAIN INLET PROTECTION - DESIGN DRAINAGE	EA	30						





City of Blaine Staff Report

File Number: 2024-79

Agenda Date	Status
March 18, 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 Bolton & Menk for Construction Services for Ulysses Street and 117th Avenue Roundabout, Improvement Project No. 23-09

Executive Summary

Council is requested to approve a contract with Bolton & Menk for construction services for the Ulysses Street and 117th Avenue Roundabout, Improvement Project No. 23-09, in the amount of \$180,722.

Background

In 2019, the Traffic Commission ordered that the Ulysses Street and 117th Avenue intersection be evaluated for safety in its current condition and future needs. The city then hired Bolton & Menk to conduct evaluation and recommendations for the intersection. In 2020 the council directed staff to incorporate the proposed improvements recommended by the Traffic Commission to modify the intersection with the addition of a roundabout from the study into the 5-year Capital Improvement Plan. It was identified as a 2023 construction project.

In 2022, Council approved the contract with Bolton & Menk to provide survey and design for the project and later amended that contract to include right of way acquisition. At this time design has been completed and the project is being awarded to the Low Responsible bidder at the March 4, 2024 meeting.

Construction is anticipated to start in May 2024. The Engineering Department recently requested and received a proposal from Bolton & Menk to provide Construction Services in the amount of \$180,722.00, for the next phase of the project. This includes construction staking, construction observation, construction administration and record plans. Bolton & Menk is currently in the city's approved engineering 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 \$198,794.00.

This project will be funded through proposed Municipal State Aid System (MSAS) and Public Utility funds.

Strategic Plan Relationship

This project aligns with the City's strategic plan goal of infrastructure management by providing a safe and well maintained transportation network.

Board/Commission Review

Not required.

Financial Impact

Funding for this project will be funded through proposed Municipal State Aid System (MSAS) and Public Utility funds.

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 enter into a contract with Bolton & Menk in the amount of \$180,722 for construction services for Ulysses Street and 117th Avenue Roundabout, Improvement Project No. 23-09. In addition, authorize a 10% contingency to bring the total project budget to \$198,794 and authorize the City Manager or their designee to sign all change orders up to the authorized project budget amount.

Attachment List

1. Bolton & Menk Proposal_Construction Services



Real People. Real Solutions.

2035 County Road D East
Maplewood, MN 55109-5314

Ph: (651) 704-9970
Fax: (651) 704-9971
Bolton-Menk.com

February 27, 2024

Brent Larson, P.E.
Project Engineer
City of Blaine
10801 Town Square Drive NE
Blaine, MN 55449

RE: Proposal for **Construction Services** for Ulysses Street and 117th Avenue Roundabout
City of Blaine, MN

Mr. Larson:

As requested, the following project scope and proposed fees have been prepared to perform construction services for the reconstruction of the Ulysses Street/117th Avenue intersection with a new roundabout.

Project Scope

Task 4 – Construction Staking

Complete all construction staking for the project.

Task 5 – Construction Observation and Administration

Perform full time on-site construction observation during the project. Services to be provided include:

- Ensure compliance with project drawings, specifications, and expectations
- Coordinate and document materials testing
- Document quantities and prepare payrequests
- Prepare weekly inspection reports
- Monitor and maintain all required documentation
- Provide quality assurance inspection for SWPPP
- Ongoing communication and coordination with residents and affected business owners
- Punchlist preparation and follow up
- Obtain as-built information as appropriate and prepare record drawings:

Proposed Fee

The following table summarizes the cost breakdown for each task. A detailed summary of our estimated hours and hourly rates is attached to this proposal.

Estimated Fees		
Task	Description	Amount
4	Construction Staking	\$29,982
5	Construction Observation & Administration	\$150,740
	Total Estimated Fee	\$180,722

Tasks 4 and 5 are estimated amounts. Actual costs and time spent shall be invoiced hourly.

Note: Tasks 1 through 3 were included in a previous proposal for preliminary survey, design, and easement acquisition.

Proposed Project Schedule

The following schedule allows for construction to be completed during the 2024 construction season:

Proposed Project Schedule	
Opened Bids	February 22, 2024
Council awards contract	March 18, 2024
Begin construction	April 2024
Complete construction	September 2024

Acceptance

Please indicate your acceptance of this proposal by signing on the signature block below and returning a copy to us. We appreciate the opportunity and look forward to working with you on this project. If you have any questions regarding this proposal, please contact me at 651-968-7742.

Bolton & Menk, Inc.



Michael Nill, P.E. (MN, WI)
Principal Engineer

City of Blaine

By: _____

Printed Name: Tim Sanders

Title: Mayor

Date: _____

By: _____

Printed Name: Michelle Wolfe

Title: City Manager

Date: _____

Fee Schedule - Ulysses Street and 117th Avenue Roundabout (Construction Services)									
Task No.	Work Task Description	Principal Engineer/ Project Manager	Construction Manager	Construction Project Representative	Survey Manager	Survey Technician	Surveyor	Total Hours	Total Cost
Task 4 - Construction Staking									
1.1	Re-establish control						16	16	\$3,024
1.2	Stake out files					24		24	\$3,096
1.3	Staking						110	110	\$20,790
1.4	Project management/coordination				16			16	\$3,072
	Sub-Total Task 4								\$29,982
Task 5 - Construction Observation and Administration									
5.1	Construction Observation	48	60	700				808	\$128,940
5.2	Construction Administration	25	60					85	\$15,025
5.3	Record Plan Preparation	1	2	40				43	\$6,775
	Sub-Total Task 5								\$150,740
	Total Hours	74	122	740	16	24	126	1102	
	Hourly Rate	\$205.00	\$165.00	\$156.00	\$192.00	\$129.00	\$189.00		
	TOTAL COST	\$15,170	\$20,130	\$115,440	\$3,072	\$3,096	\$23,814		\$180,722



City of Blaine Staff Report

File Number: RES 24-61

Agenda Date	Status
March 18, 2024	
In Control	File Type
City Council	Resolution

Administration - Michelle Wolfe, City Manager

Agenda Item # 11.3

Resolution to Support MACTA Efforts to Modernize Public, Education, and Government (PEG) Programming/Public Access Funding

Executive Summary

The City Council is asked to approve the resolution in support of legislation related to local access/community television funding,

Background

Community television programming has primarily been funded through cable franchise fees, which have been declining. Consumers have additional options for programming (such as streaming) which are not subject to fees. The Minnesota Association of Community Telecommunications Administrators (MACTA) is initiating a campaign to create legislative changes at the state and federal level that will respond to consumer changes, and hopefully lead to a diversified funding stream for locally produced telecommunications programming.

The City Council reviewed the 2024 State Legislative Priorities and the following item was included:

- Digital Media Fee to Support Local Community Television - This was introduced in the 2023 session as SF 3039 and HF3261. This would be a new revenue stream to support local community television and would help increase revenue into the City's communication fund.

Bills have been introduced which modernize PEG funding by enabling city franchising of broadband internet providers and through a 5% fee on gross revenue for digital media streamers.

Attached is a letter of support for HF 4182, the Broadband Franchising bill. The bill is consistent with our legislative priority noted above.

Strategic Plan Relationship

This request supports the Strategic Goal of Financial Stability.

Board/Commission Review

Our partner cities in the North Metro Cable Commission are considering adoption of this same resolution. It was discussed at the Operations Committee meeting (consisting of the City Managers/Administrators from the 7 partner cities).

Financial Impact

Additional future funding streams for our community television programming will help ensure that services can continue at a same level of service despite the declining rate of cable television subscribers.

Public Outreach/Input

Staff Recommendation

Approve the Resolution.

Attachment List

1. HF 4182 Broadband Franchising Bill Letter of Support



City of Blaine

Signature Copy

Resolution: RES 24-61

Resolution to Support MACTA Efforts to Modernize Public, Education, and Government (PEG) Programming/Public Access Funding

WHEREAS, community television programming allows community members to stay connected and entertained through public, education, and government (PEG) programming;

WHEREAS, public television programming includes local community and nonprofit submissions, City Council and board and commission meetings, and community events;

WHEREAS, public television programming has primarily been funded through franchise fees which allow cable providers to utilize the public right-of-way for private use;

WHEREAS, with the recent consumer trend of moving from traditional cable providers to digital/video streaming services, the funds available for public television programming has decreased;

WHEREAS, the Minnesota Association of Community Telecommunications Administrators (MACTA) is a statewide organization of municipal and nonprofit staff that advocates for cities and their residents;

WHEREAS, MACTA is launching a campaign to create legislative changes at the state and federal level that will respond to consumer changes and allow current practices to modernize in response to these shifts;

WHEREAS, MACTA is working with Minnesota cities to gain support for their legislative efforts;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council offer their support to the Minnesota Association of Community Telecommunications Administrators (MACTA) effort to modernize local access funding through legislative change.



City of Blaine

10801 Town Square Drive NE

Blaine, MN 55449-8100

City Hall 763-784-6700 | BlaineMN.gov

March 13, 2024

The Honorable Ginny Klevorn
Chair, State and Local Government Committee
581 State Office Building
St. Paul, MN 55155

Re: HF 4182 – Equal Access to Broadband Act

Dear Chair Klevorn and Committee Members,

The City of Blaine is pleased to support HF 4182, the Equal Access to Broadband Act. This legislation will allow cities throughout the state of Minnesota to ensure their residents will have equal access to the same quality of broadband service no matter what neighborhood they live in.

We know local franchising works. When cable television was an emerging technology, the state of Minnesota enacted the 1973 Minnesota Cable Act authorizing local franchising of cable systems. When the City of Blaine authorized its first cable franchise, it required that every ward be served over a reasonable period of time. Through local franchising, the franchised cable operator has been required to provide the same quality of cable service to all residents in the City. However, local franchising applies only to cable companies and not to phone or broadband-only companies.

Broadband is provided by cable, phone, and broadband-only companies. HF 4182 would modernize local franchising to allow local franchising of broadband provided by all of these companies. This will lead to more equitable deployment of broadband quality of service to all residents, greater consumer protections, and public benefits such as access television funding and digital training and opportunities for residents.

Again, thank you for your consideration of the Equal Access to Broadband Act. We urge the committee to support this important legislation.

Sincerely,

Michelle A. Wolfe
City Manager



City of Blaine Staff Report

File Number: 2024-80

Agenda Date	Status
March 18, 2024	
In Control	File Type
City Council	Motion

Administration - Michelle Wolfe, City Manager

Agenda Item # 11.4

Approve an Agreement with Jacobson, Magnuson, Anderson & Holloran for Government Relations for April 2024-April 2025.

Executive Summary

The current federal government relations contract will expire at the end of March. City Council is being asked to approve the April 2023 - April 2024 contract at the rate of \$4,500 per month for a total of \$54,000.

Background

The agreement will continue to focus on:

1. Advancing policy goals at the federal level
2. Identify federal opportunities that would support the levels of service and quality of programs provided to the residents of Blaine
3. Represent the City's interests before the United States Congress and its committees and before the executive branch of the federal government.

Attached is the proposed 2024-2025 Agreement. Included is Appendix A, Government Relations Services, which outlines the work plan for the upcoming twelve (12)-month period. The firm will focus on advocacy to support the city's federal funding requests in the House and Senate.

Strategic Plan Relationship

By partnering with lobbying firms, relationships are built, and services provided to support the city's progress on the top priority project, TH 65 reconstruction. Advocacy and grant services are necessary to improve the city's opportunities to secure over \$120 million in federal funding.

Board/Commission Review

Financial Impact

Public Outreach/Input

Staff Recommendation

Attachment List

1. 2024-2025 JLG Govt Relations City of Blaine 3_11_24

**GOVERNMENT RELATIONS AGREEMENT
BETWEEN
THE CITY OF BLAINE
AND
JACOBSON, MAGNUSON, ANDERSON & HALLORAN, P.C.**

DATED: March 11, 2024

THIS AGREEMENT is made and entered into the date first above written, by and between the CITY OF BLAINE (“Client”) and JACOBSON, MAGNUSON, ANDERSON & HALLORAN, P.C., Attorneys at Law, (“Firm”), with offices at 180 East 5th Street, Suite 940, St. Paul, MN, 55101. The parties hereto agree as follows:

1. Authority. That the City of Blaine does hereby contract with, retain, and employ the Firm as Government Relations representatives in the matters contained herein.
2. Government Relations Representatives. It shall be the duty of the Firm to act as government relations representatives for and on behalf of the Client and to appear as such before federal governing bodies, the Legislature, agencies, departments, committees and other departments of the federal government.
3. Services. The Firm may provide services in the following areas: Government Relations services as detailed in Appendix A. The Firm shall be authorized to use its professional judgment in determining the manner and means of achieving the Client’s goals.
4. Government Relations Services. The Client shall pay the Firm for government relations services rendered, and as described in Appendix A, in accordance with the following schedule:

\$4,500 per month for a total of \$54,000 for the period of April 1, 2024 through March 31, 2025.

Invoices addressed to City of Blaine, 10801 Town Square Drive NE, Blaine, MN 55449. Reasonable expenses pre-approved by the Client will be billed in addition to the monthly fee.

5. Retainer and Expenses. This letter of agreement proposes a \$4,500 monthly retainer that covers federal advocacy work. Additionally, it includes approved expenses described below.

Approved expenses will be billed separately and shall include document production, overnight delivery, in-town courier services, business meals (pre-approved by the City), out-of-town travel (pre-approved by the City), and in-town travel (taxis). Such charges shall not exceed \$2,500 over the twelve-month contract period unless preapproved by the Client. The City will be invoiced

monthly to include the monthly retainer and any expenses incurred. Upon request, the Firm will provide hourly breakdowns and descriptions of work performed.

JLG will provide periodic reports to the City that detail the work we have performed on the City's behalf. We will provide real-time updates on new opportunities to support City priorities; any opportunities to advance the City's federal policy objectives; and the status of relevant legislation and regulations.

6. Additional Work and Renegotiation: If work for the Client requires services in excess of those listed in Appendix A, the Client and Firm shall renegotiate the terms of this contract.
7. Assignment. No assignment of the obligation of this Agreement, in whole or in part, shall be made without the Client's express written consent, nor shall any assignment or encumbrance be made of any interest in this Agreement by the Firm without the Client's previously obtained consent.
8. Conflict of Interest. In the event any work required under this Agreement comes into potential or direct conflict with an existing client of the Firm, the Firm will immediately notify the Client of the potential or direct conflict and may terminate the Agreement and cease representation in the event the conflict cannot be resolved.
9. Termination. This Agreement can be terminated by either of the parties without cause by written notice, provided that in the event this Agreement is terminated, the Firm will promptly cease all work on the project. Upon receiving final payment for authorized services and applicable expenses, the Firm shall provide the Client copies of all files requested and any necessary originals in the possession of the Firm.
10. Invoices. The Firm shall provide monthly invoices specifically detailing work performed during the invoice period. The Client shall use commercially reasonable efforts to pay such invoices within thirty (30) days of receipt and approval.
11. Term. This Agreement shall be in effect for a period commencing upon April 1, 2024 and ending March 31, 2025, unless terminated as provided herein.
12. Amendment. This Agreement may be amended by written agreement signed by the parties.

IN WITNESS WHEREOF, we have hereunto set our hands this day.

CITY OF BLAINE

JACOBSON, MAGNUSON,
ANDERSON & HALLORAN P.C.

Tim Sanders
Mayor



R. Reid LeBeau II
Shareholder

Michelle Wolfe
City Manager

Appendix A

Government Relations Services

- Monthly reports on congressional action of note.
- Monthly written reports on JLG-specific efforts and communications with members of Congress and staff.
- Assist City of Blaine staff in securing funding for Mobile Command Vehicle.
- Work with City Administration to identify and, if appropriate, secure funding for water utility infrastructure project.
- Provide City Administration and/or Council with an in-person report at least once in 2024, or at the request of City Administration and/or Council.
- JLG (in partnership with Folger Square) will make no fewer than 5 personal contacts per month with members of Congress and/or staff.
- JLG (in partnership with Folger Square) will strategize and execute a plan for personally lobbying members of a Conference Committee if one is appointed prior to the end of the current Congress.