



City of Blaine

City Council

April 15, 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. 2024-104 Schedule of Bills Paid
Sponsors: Jason Zimmerman, Finance Director

8.2. 2024-105 Approval of Minutes
Sponsors: Cathy Sorensen, City Clerk

8.3. 2024-106 Approve 2024-2025 Kennel Licenses
Sponsors: Cathy Sorensen, City Clerk

8.4. 2024-107 Approve 2024-2025 Vending Truck Licenses

Sponsors: Cathy Sorensen, City Clerk

- 8.5.** 2024-108 Approve a Tobacco and Tobacco Products License for Yalla Tobacco LLC, located at 10950 Club West Parkway NE, Suite 180

Sponsors: Cathy Sorensen, City Clerk

- 8.6.** 2024-109 Approve Carnival License for Amusement Attractions at Northtown Mall

Sponsors: Cathy Sorensen, City Clerk

- 8.7.** 2024-115 Temporary Liquor License for Invictus Brewing Company for Use at the Adjacent EDA Owned Property

Sponsors: Cathy Sorensen, City Clerk

- 8.8.** RES 24-75 Resolution Releasing Lots 2 and 3, Block 1, Cloverleaf Commons Second Addition from Recorded Development Agreement (Case File No. 24-0025/SLK)

Sponsors: Sheila Sellman, City Planner

- 8.9.** 2024-110 Motion to Approve a Five-Year Agreement with Comcast Business for Internet Service

Sponsors: Jason Zimmerman, Finance Director

- 8.10.** RES 24-76 Resolution to Approve Joint Powers Agreement No. C0010479 with Anoka County for New Signal Construction and Street Improvements at Lexington Avenue (CSAH 17) and 122nd Avenue NE

Sponsors: Daniel Schluender, Director of Engineering

- 8.11.** 2024-111 Accept Proposal from Carr's Tree Service, Inc., for Tree Removal Services and Authorize Execution of an Agreement.

Sponsors: Nick Fleischhacker, Public Works Director

- 8.12.** 2024-112 Motion to Approve the Agreement to Terminate Anoka County's Rights and Obligations with Respect to the Fogerty Arena.

Sponsors: Michelle Wolfe, City Manager

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

- 9.1.** RES 24-86 Resolution Approving Property Tax Abatements Related to Improvements at the National Sports Center.

Sponsors: Erik Thorvig, Community Development Director

10. Development Business

- 10.1.** ORD 24-2547 Second Reading
Ordinance Granting an Amendment to the Blaine Zoning Code Highway 65 Overlay District (HOD), Adding Conditional Uses, Prohibited Uses and Modifying Performance Standards. City of Blaine (Case File No. 24-0013/SAS)
Sponsors: Sheila Sellman, City Planner
- 10.2.** RES 24-77 Resolution Authorizing Distribution of the Alternative Urban Areawide Review for the 105th Redevelopment District.
Sponsors: Sheila Sellman, City Planner
- 10.3.** RES 24-78 Resolution Granting a Six-Month Extension for Recording the Final Plat of Meadowland Estates West Creating Two Single Family Lots, 28 Townhome Lots, Common Space and One Outlot at 2741 and 2775 125th Avenue NE. Herbst Raich Investments, LLC (Case File No. 23-0048/SAS)
Sponsors: Sheila Sellman, City Planner
- 10.4.** RES 24-79 Resolution Granting a Six-Month Extension to a Conditional Use Permit Amendment to Allow Two Single Family Lots and 28 Townhomes in a DF (Development Flex) Zoning District at 2741 and 2775 125th Avenue NE. Meadowland Estates West (Herbst Raich Investments, LLC) (Case File No. 23-0007/SAS)
Sponsors: Sheila Sellman, City Planner

11. Administration

- 11.1.** 2024-113 Motion to approve a Contract with Beacon Athletics for the Blaine Baseball Complex Field #1 Backstop Replacement project for \$78,012.
Sponsors: Jerome Krieger, Sr. Recreation Manager
- 11.2.** 2024-114 Authorize the Mayor and City Manager to Enter Into a Contract With OpenGov for Asset Management Services.
Sponsors: Nick Fleischhacker, Public Works Director
- 11.3.** RES 24-80 Resolution Approving Tax Abatement Pledge Agreements with Spring Lake Park Schools and Anoka County
Sponsors: Erik Thorvig, Community Development Director
- 11.4.** RES 24-87 Resolution Providing for the Competitive Negotiated Sale of \$12,550,000 General Obligation Tax Abatement Bonds, Series 2024A
Sponsors: Jason Zimmerman, Finance Director
- 11.5.** RES 24-81 Resolution Authorizing an Amendment to the Funding Agreement with the National Sports Center For Artificial Turf Field Improvements

Sponsors: Erik Thorvig, Community Development Director

- 11.6.** ORD 24-2549 First Reading
Amend Chapter 90 - Vegetation, Article II. Weeds and Tall Grass
Sponsors: Erik Thorvig, Community Development Director

- 11.7.** ORD 24-2548 Second Reading
Amend Sec. 86-7. Lawn Sprinkler Restrictions
Sponsors: Nick Fleischhacker, Public Works Director

12. Other Business

13. Adjournment

CITY OF BLAINE**SCHEDULE OF BILLS PAID****APPROVED ON 4/15/2024 FOR PAYMENTS THE WEEK OF 3/22/2024**

Vendor Name	Description	Amount
ABC SIGN & GRAPHIC INC	New Park Sign	\$ 215.00
ABDO FINANCIAL SOLUTIONS LLC	2023 FS Audit Prep	\$ 8,806.58
ACCESS	Data Storage	\$ 130.89
AEROFAB INC	Brackets and Steel; 1305/1315	\$ 1,294.00
ALLEGRA PRINT & IMAGING	Ask a gardener postcards	\$ 87.05
AMAZON CAPITAL SERVICES	Stairwell Initiative Supplies	\$ 59.98
AMAZON CAPITAL SERVICES	Shoe Polish for Patrol	\$ 109.50
AMAZON CAPITAL SERVICES	Screen Protectors for iPads	\$ 51.96
AMAZON CAPITAL SERVICES	Mini Paper Binders	\$ 8.98
AMAZON CAPITAL SERVICES	Pens, staple removers, badge holders	\$ 82.22
AMAZON CAPITAL SERVICES	Tylenol, Swiffer, Keyboard, Note Pads	\$ 179.40
AMAZON CAPITAL SERVICES	Thermal Laminator Machine	\$ 144.29
AMAZON CAPITAL SERVICES	Mouse, keyboard, Mourning bands	\$ 41.48
AMAZON CAPITAL SERVICES	Magnification Sheets-Elections	\$ 6.99
AMAZON CAPITAL SERVICES	Yellow paper/clipboards - PW	\$ 21.39
AMAZON CAPITAL SERVICES	Auto Body Clips - PD	\$ 21.98
AMAZON CAPITAL SERVICES	Trash cans, address labels	\$ 67.95
AMAZON CAPITAL SERVICES	Office Supplies	\$ 118.29
AMAZON CAPITAL SERVICES	File Sorter/Belt Clips - PW	\$ 35.97
ANOKA COUNTY ATTORNEY'S OFFICE	Forfeiture distribution #20-044178	\$ 763.00
ANOKA COUNTY ATTORNEY'S OFFICE	Forfeiture distribution #19-293190	\$ 67.00
APPLEBEE'S BAR & GRILL	Gift cards for MAYC volunteers	\$ 1,240.00
ARLT BENJAMIN	Training/Mileage	\$ 356.24
ASPEN MILLS INC	Prebil - uniform 4 shirts	\$ 225.20
AUTOMATIC SYSTEMS COMPANY	January Sewer Maint Agreement	\$ 2,074.50
AUTONATION FORD WHITE BEAR LAKE	Oil leak; 3409	\$ 4,319.75
BARR ENGINEERING COMPANY	WTP1 underdrain Design	\$ 32,233.23
BATTERIES PLUS BULBS	PW fire light safety batteries	\$ 192.80
BATTERIES PLUS BULBS	Battery for 5297	\$ 254.95
BEAUDRY OIL & PROPANE	Fuel Delivery	\$ 18,523.97
BOLTON & MENK INC	T-Mobile Tower #2	\$ 804.00
BOLTON & MENK INC	WTP 1 Coating Observations	\$ 6,231.00
CALIBER COLLISION - BLAINE	Repairs to Squad 5322	\$ 6,874.90
CALIBER COLLISION - BROOKLYN PARK	Repairs to CSO Squad 5303	\$ 4,230.67
CARQUEST AUTO PARTS STORES	Stock filters for PW	\$ 632.55
CARQUEST AUTO PARTS STORES	Stock filters for PW	\$ 207.78
CARQUEST AUTO PARTS STORES	Wiper blades/filters; PW Stock	\$ 395.61
CARQUEST AUTO PARTS STORES	Filters for PW Stock	\$ 96.46
CARQUEST AUTO PARTS STORES	Heater Hose #1274	\$ 85.00
CARQUEST AUTO PARTS STORES	Stock filters for PW	\$ 58.77

CARQUEST AUTO PARTS STORES	Stock filters for PW	\$ 72.42
CARQUEST AUTO PARTS STORES	Power Steering fluid for shop	\$ 63.02
CARQUEST AUTO PARTS STORES	Brake adj Kits; 3385	\$ 32.47
CARQUEST AUTO PARTS STORES	Serp Belt; 5320	\$ 17.41
CARQUEST AUTO PARTS STORES	Stock filters for PW	\$ 135.02
CARQUEST AUTO PARTS STORES	Stock filters for PW	\$ 22.04
CARQUEST AUTO PARTS STORES	Air filters; PW Stock	\$ 21.69
CARQUEST AUTO PARTS STORES	Tail lights; 1107	\$ 47.64
CARQUEST AUTO PARTS STORES	Credit	\$ (32.47)
CENTERPOINT ENERGY	750 Cloverleaf Parkway	\$ 93.80
CENTURYLINK	PW Telephone	\$ 74.43
CHET'S SHOES INC	Prebil - uniform boots	\$ 212.49
CINTAS CORPORATION	Uniform/Rug Rentals - PW	\$ 413.31
CINTAS CORPORATION	MAYC - Mats/Rugs	\$ 36.69
COMCAST	Public Works Internet Service	\$ 201.47
COMO LUBE & SUPPLIES INC	Disposal fees	\$ 75.00
COMO LUBE & SUPPLIES INC	Disposal fees	\$ 10.00
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
CORE & MAIN LP	3/4" Residential Meters for Resale	\$ 4,254.64
COREMARK METALS	Part for 4601-1	\$ 24.20
COREMARK METALS	Rolling Rack, paint	\$ 645.81
CUSTOM TRUCK ONE SOURCE	Rental of Bucket Truck	\$ 3,408.75
DELEGARD TOOL COMPANY	Air Conditioning Machine #1327	\$ 4,879.01
DUCHENE MARK	Uniform 3 pants	\$ 202.80
ENVIRONMENTAL EQUIPMENT	repairs to 1277	\$ 6,830.98
ESCAPE FIRE	2024 annual sprinkler inspection	\$ 275.00
ESCAPE FIRE	2025 annual sprinkler inspection	\$ 270.00
FACTORY MOTOR PARTS COMPANY	Brake Parts/blades; PW Stock	\$ 857.79
FACTORY MOTOR PARTS COMPANY	Battery for 5322	\$ 168.26
FACTORY MOTOR PARTS COMPANY	Batteries; PW Stock	\$ 1,035.20
FERGUSON ENTERPRISES LLC #3325	Gate Valve Covers/Tools	\$ 1,161.97
FERRELLGAS	Propane	\$ 100.00
FERRELLGAS	Propane	\$ 48.50
FISERV	February FISERV Payment	\$ 142.64
FLAGSHIP RECREATION	Colony Park playground installation	\$ 15,296.90
GALLAGHER BENEFIT SERVICES INC	Ongoing DBM evaluations	\$ 416.67
GIMPL TAMMY	Kennel Services for February 2024	\$ 350.00
GOPHER STATE ONE CALL INC	Water & Sewer Locate Fees	\$ 452.25
GRAINGER	Gloves, Voltage tester, Key box	\$ 1,195.07
GREAT RIVER AUTOMATION LLC	CH configure bldg auto system	\$ 2,430.86
GREAT RIVER AUTOMATION LLC	CH configure bldg auto system	\$ 525.00
GREAT RIVER AUTOMATION LLC	CH configure bldg auto system	\$ 875.00
GREEN JEFFERY	Commission Comp (Tamblyn Lawsuit)	\$ 2,736.25
HAUGO GEO TECHNICAL SERVICES LLC	Geo-Technical Services	\$ 1,610.00

HAWKINS INC	Water Treatment Chemicals	\$ 260.00
HAZELTON ROX ANN	Commission Comp (Tamblyn Lawsuit)	\$ 2,736.25
HOLIDAY COMPANIES	Car Washes - PD	\$ 715.00
HOLIDAY COMPANIES	Car Washes - Comm. Stds.	\$ 35.00
HUSS JOSEPH	Independent Contractor Services	\$ 1,625.00
INDELCO PLASTICS CORPORATION	Supplies for WTP 4	\$ 33.84
INDELCO PLASTICS CORPORATION	Plant Chem Feed Supplies	\$ 1,537.85
INSIGHT PUBLIC SECTOR INC	Microsoft Azure	\$ 2,983.06
INSIGHT PUBLIC SECTOR INC	UPS Mounting Kits	\$ 199.47
INSIGHT PUBLIC SECTOR INC	Cradlepoint Panorama LTE Antenna	\$ 224.90
INSTREAM LLC	DocuWare Support and Maintenance	\$ 10,800.00
INSTREAM LLC	DocuWare Scanner Maintenance	\$ 1,420.00
INSTRUMENTAL RESEARCH INC	Water Sample Testing	\$ 960.00
JOHNSON LITHO GRAPHICS	Water service line inventory postcards	\$ 9,564.35
JOHNSON LITHO GRAPHICS	March MAYC Newsletter	\$ 1,910.92
JOHNSON LITHO GRAPHICS	Summer Rec Connect brochure	\$ 23,818.57
JOHNSON LITHO GRAPHICS	March/April CityConnect Newsletter	\$ 14,069.57
KIRSCHER JENNIFER AND JAMES	Special Assessment Overpayment	\$ 122.56
LANGUAGE LINE SERVICES INC	Language Translation/Interpretation	\$ 420.11
LEAGUE OF MN CITIES INSURANCE	Workers comp insurance claim	\$ 431.75
LOCKRIDGE GRINDAL NAUEN PLLP	State Lobbyist Services - Mar 2024	\$ 3,166.66
LRS PORTABLES OF MINNESOTA	Satellite Rental - Parks	\$ 1,100.00
LUMINARY GLOBAL LLC	EMS Backpack Bags	\$ 5,825.00
MARTIN CHRIS	Park/Rec Refund	\$ 99.00
MC TOOL & SAFETY SALES	Locating Paint; Water	\$ 126.00
MENARDS - BLAINE	CH door stop, knob, wall protector	\$ 147.08
MENARDS - BLAINE	Lumber/Hardware; Parks	\$ 279.79
MENARDS - BLAINE	Storm/Sewer; Misc Tools	\$ 274.35
MENARDS - BLAINE	PVC Enclosure	\$ 18.58
MENARDS - BLAINE	PVC Tee, gloves, tape	\$ 35.60
MENARDS - BLAINE	Tools/Supplies for Sewer	\$ 433.69
MENARDS - BLAINE	CH plumbing	\$ 202.14
MENARDS - BLAINE	Fuel tank supplies for 4503	\$ 56.08
MENARDS - BLAINE	MAYC carpet cleaner	\$ 29.26
METRO SALES INCORPORATED	Fax toner	\$ 101.79
METRO-INET	Internet Support Services	\$ 2,942.00
METROPOLITAN COUNCIL	WTP Industrial Cap/Strength Charge	\$ 79.99
METROPOLITAN COUNCIL	WTP Industrial Cap/Strength Charge	\$ 509.25
METROPOLITAN COUNCIL	WTP Industrial Cap/Strength Charge	\$ 139.58
METROPOLITAN COUNCIL	WTP Industrial Cap/Strength Charge	\$ 370.26
METROPOLITAN COUNCIL	MCES 2024 Wastewater Services	\$ 456,606.67
MIDWAY FORD COMPANY	Blades for PD Stock	\$ 105.00
MIDWAY FORD COMPANY	CV Axle/bearing/nut; 3418	\$ 214.50
MIDWAY FORD COMPANY	CV Axle/bearing/nut; 3418	\$ 182.88
MIDWAY FORD COMPANY	Spark Plugs; 5300	\$ 31.86
MINNEAPOLIS OXYGEN COMPANY	Oxygen Cylinders for PD	\$ 143.89
MINNESOTA DEPARTMENT OF HEALTH	WATER TESTING FEES JAN-MAR 2024	\$ 53,637.00

MINNESOTA POLLUTION CONTROL	Pump Workshop Registration	\$ 650.00
MINUTE MAKER SECRETARIAL	Council Minutes	\$ 518.25
MORLAN LINDSEY AND JUSTIN	Home Improvement Grant	\$ 4,171.75
NORTHERN SANITARY SUPPLY CO INC	PW - Can liners/towels/tissue	\$ 617.91
NUSS TRUCK & EQUIPMENT	Exhaust Pipe 1269	\$ 1,699.79
O'REILLY AUTOMOTIVE INC	Rotors/5293	\$ 177.00
O'REILLY AUTOMOTIVE INC	Fuel additive	\$ 101.94
PAPE ENTERPRISES INC	Deposit for P/R Volunteer Banquet	\$ 250.00
PARK CONSTRUCTION COMPANY	Wetland Credits Refund	\$ 11,434.50
PLAISTED COMPANIES INC	Main Break sand/fill; Water	\$ 1,410.21
PLANT & FLANGED EQUIPMENT CO	Lift Station Gaskets	\$ 51.00
POWERDMS INC	FTO software	\$ 3,339.00
PRECISE MRM LLC	GPS Management	\$ 1,480.00
PRO-TEC DESIGN INC	Intrusion panel repair	\$ 306.00
PRO-TEC DESIGN INC	Cameras for PD	\$ 5,885.02
PRO-TEC DESIGN INC	Aquatore Bandshell Security	\$ 21,238.00
PRO-TEC DESIGN INC	CH Lobby Camera Upgrades	\$ 11,962.69
RIDGEWAY & ASSOCIATES	Mental Wellness Program	\$ 3,290.00
SBM FIRE DEPARTMENT	Blaine Festival donation	\$ 300.00
SBM FIRE DEPARTMENT	Senior Advisory Board Donation	\$ 300.00
SMITH DARWIN	Well Interference Settlement	\$ 2,514.25
STAR TRIBUNE-SUBSCRIPTIONS	Newspaper-MAYC (1 year)	\$ 317.10
STERICYCLE INC	Jan/Feb shred	\$ 373.02
STONTZ JOSEPH B	Home Improvement Grant	\$ 4,766.00
SUBURBAN TIRE WHOLESALE INC	Tires for PD Stock	\$ 1,128.00
TACTICAL PRODUCTS & SERVICES INC	Body armor	\$ 4,790.00
THE WILEY LAW OFFICE PC	Attorney fees-Employee matters	\$ 1,053.00
TKDA AND ASSOCIATES INC	TH 65 Access Improvements	\$ 72,354.28
TRI-STATE BOBCAT INC	Fittings/Bearings/Seal for Bobcat	\$ 119.92
TRI-STATE BOBCAT INC	Clutch Assy: 1238	\$ 1,288.04
TRI-STATE BOBCAT INC	Lexon Door for bobcats	\$ 4,291.44
TRI-STATE BOBCAT INC	Bars for PW Stock	\$ 68.00
TWIN CITIES TRANSPORT & RECOVERY	Tow for investigations	\$ 170.00
TWIN CITIES TRANSPORT & RECOVERY	Tow for Squad 5312	\$ 185.00
TWIN CITY FILTER SERVICE INC	CH filters	\$ 1,694.72
ULINE	Shoe covers-Water Dept	\$ 806.02
ULINE	Chair Mats - City Hall	\$ 388.02
VOLD RODERICK	DOT Health Card reimbursement	\$ 95.00
WALTERS RECYCLING & REFUSE INC	Organics Collection	\$ 150.00
WIECH CHAD	Commission Comp (Tamblyn Lawsuit)	\$ 2,715.00
WSB & ASSOCIATES INC	99th Ave/Baltimore St Roundabout	\$ 5,987.50
WSB & ASSOCIATES INC	SE Area Reconstruction	\$ 7,609.00
WSB & ASSOCIATES INC	Lexington Hockey Rinks	\$ 3,076.00
WSB & ASSOCIATES INC	AUAR Contract - Northtown	\$ 13,728.00
WSB & ASSOCIATES INC	NW Area Street Reconstruct	\$ 3,855.00
XCEL ENERGY	Signal - Electric	\$ 2.77
XCEL ENERGY	Monument Lighting	\$ 1.71

XCEL ENERGY	Signal - Electric	\$ 62.22
YELLOW DOG UPHOLSTERY	Seat repair; 4489	\$ 275.00
ZIEGLER INC	WTP 4 Gen Keys	\$ 35.76
ZIEGLER INC	Repairs/Labor for 1300	\$ 6,638.60
ZIEGLER INC	Repairs to 1300	\$ 5,009.36
		\$ 958,617.65

CITY OF BLAINE

**SUBSET OF PAYMENTS BETWEEN \$20,000 AND \$50,000 FROM THE SCHEDULE OF BILLS PAID
APPROVED ON 4/15/2024 FOR PAYMENTS THE WEEK OF 3/22/2024**

Vendor Name	Description	Amount
PRO-TEC DESIGN INC	Aquatore Bandshell Security	\$ 21,238.00
JOHNSON LITHO GRAPHICS	Summer Rec Connect brochure	\$ 23,818.57
BARR ENGINEERING COMPANY	WTP1 underdrain Design	\$ 32,233.23

CITY OF BLAINE**SCHEDULE OF BILLS PAID****APPROVED ON 4/15/2024 FOR PAYMENTS THE WEEK OF 3/29/2024**

Vendor Name	Description	Amount
ALL APPLIANCE DISPOSAL	Disposal of Electronics	\$ 120.00
ALLEGRA PRINT & IMAGING	name badges	\$ 72.82
ALLEGRA PRINT & IMAGING	Name badge	\$ 36.41
ALLEGRA PRINT & IMAGING	Miller business cards	\$ 68.32
ALLEGRA PRINT & IMAGING	CSO business cards	\$ 198.96
AMAZON CAPITAL SERVICES	Axis Camera PoE Injector	\$ 72.44
AMAZON CAPITAL SERVICES	Lawn games for outreach events	\$ 324.82
AMAZON CAPITAL SERVICES	Batteries, Label Printer - PD	\$ 122.97
AMAZON CAPITAL SERVICES	Tape, Post it notes	\$ 51.58
AMAZON CAPITAL SERVICES	Iphone Case - Inspections	\$ 16.99
AMAZON CAPITAL SERVICES	Address Labels for Brothers Printer	\$ 13.78
AMAZON CAPITAL SERVICES	Sunscreen - Engineering	\$ 52.17
AMAZON CAPITAL SERVICES	Supplies for Spring events	\$ 125.76
AMAZON CAPITAL SERVICES	Car phone adapters	\$ 8.99
AMAZON CAPITAL SERVICES	Blue tooth adapter, charging cords	\$ 19.96
ANDERSEN DARLENE	Park/Rec Refund	\$ 68.00
ANOKA COUNTY ATTORNEY'S OFFICE	Forfeiture Distribution	\$ 1,502.80
ANOKA COUNTY LICENSE BUREAU	Tab Renewal - PD	\$ 32.50
ANOKA COUNTY LICENSE BUREAU	New Registration - PD	\$ 29.00
ANOKA COUNTY TREASURY DEPT	4th Qtr Signal Maintenance	\$ 3,789.83
ANOKA COUNTY TREASURY DEPT	Connect Anoka County Fiber	\$ 812.50
ANOKA COUNTY TREASURY DEPT	2024 ED Cost Share	\$ 4,098.00
ARCHER CRYSTAL	Plow Damage; Mailbox Reimburse	\$ 38.99
BATTERIES PLUS BULBS	Investigations supplies	\$ 11.95
BLAINE LOCK & SAFE INC	Patrol keys	\$ 22.50
CENTERPOINT ENERGY	750 Cloverleaf Parkway	\$ 93.80
CENTURYLINK	Baseball Complex Telephone	\$ 127.47
CHRONICLES IN HEALTH LLC	Nutrition Instructor at MAYC	\$ 25.00
CINTAS CORPORATION	CH Mats/Rugs	\$ 205.47
CINTAS CORPORATION	Uniform/Rug Rentals - PW	\$ 221.96
CINTAS CORPORATION	MAYC - Mats/Rugs	\$ 36.69
CLARK RUSSELL	tuition reimbursement	\$ 1,290.00
CONNEXUS ENERGY-UTILITY PAYMENTS	February 2024 Electric Service	\$ 46,056.20
CRYSTEEL TRUCK EQUIPMENT	Accessories for F450 Parks	\$ 38,744.76
CRYSTEEL TRUCK EQUIPMENT	Accessories F150 for Sewer	\$ 4,753.10
CRYSTEEL TRUCK EQUIPMENT	Accessories for F150 - PW Admin	\$ 4,753.10
E G RUD & SONS INC	2024 Pond As-built Surveys	\$ 38,520.00
ECKBERG LAMMERS PC	Prosecution Fees	\$ 22,691.37
ECKBERG LAMMERS PC	Civil Legal Services & Retainer Fees	\$ 3,730.25
ECKBERG LAMMERS PC	Civil Legal Services & Retainer Fees	\$ 21,424.50

ECKBERG LAMMERS PC	Civil Legal Services & Retainer Fees	\$ 4,000.00
ECKBERG LAMMERS PC	2024 LETAC passport training	\$ 41,417.00
ECM PUBLISHERS INC	Advertising & Public Notices	\$ 69.87
ECM PUBLISHERS INC	2024 Public Hearing Notices	\$ 96.75
ECM PUBLISHERS INC	Advertising & Public Notices	\$ 96.75
ECM PUBLISHERS INC	Advertising & Public Notices	\$ 118.25
ECM PUBLISHERS INC	Advertising & Public Notices	\$ 150.50
ECM PUBLISHERS INC	Advertising & Public Notices	\$ 36.30
EMERGENCY MEDICAL PRODUCTS	Medical Supplies	\$ 405.53
ESCAPE FIRE	Annual Fire Inspection - LAC	\$ 355.00
ESCAPE FIRE	Annual Sprinkler Inspections - WTP	\$ 270.00
ESCAPE FIRE	Annual Sprinkler Inspections - WTP	\$ 270.00
ESCAPE FIRE	Annual Sprinkler Inspections - WTP	\$ 370.00
FOGERTY ARENA INC	Curling Classes (2023)	\$ 1,032.00
FRIENDLY CHEVROLET INC	Serpentine belts; PD Stock	\$ 93.24
FRIENDLY CHEVROLET INC	Brake pad kits; PD Stock	\$ 326.94
FRIENDLY CHEVROLET INC	brake pad kits; PD Stock	\$ 653.88
FRIENDLY CHEVROLET INC	Seat belt buckle 5307	\$ 98.06
FRIENDLY CHEVROLET INC	Bushings for 5275	\$ 205.23
GROUP HEALTH NON-PATIENT A/R	EAP benefits - March 2024	\$ 238.00
HACH COMPANY	DR3900 Repair Work	\$ 1,554.00
IMPACT PROVEN SOLUTIONS	UTILITY BILLING INVOICE PRINTING	\$ 4,280.37
JACOBSON MAGNUSON ANDERSON	2024 Federal Lobbyist Fees	\$ 4,500.00
KATH FUEL OIL SERVICE COMPANY	Bulk Oil	\$ 531.75
KATH FUEL OIL SERVICE COMPANY	Washer solvent	\$ 685.15
LAWSON PRODUCTS INC	Hand Cleaner/oil pads/rope	\$ 1,339.80
LAWSON PRODUCTS INC	Clevis Grab Hooks	\$ 135.92
M&G TRAILER SALES, SERVICE & RENTAL	Water Break Trailer #4641	\$ 28,205.50
MANAGED SERVICES INC	CH batteries, soap, towels, tp	\$ 735.40
MENARDS - BLAINE	Patrol supplies	\$ 110.70
MENARDS - BLAINE	Trailer lights; PW stock	\$ 77.93
METRO SALES INCORPORATED	Copier Maintenance and Support	\$ 1,690.00
MINERAL SERVICE PLUS	HYDRANT METER DEPOSIT REFUN	\$ 3,802.20
MINNESOTA CHIEFS OF POLICE ASSOC	2024 Dues - Boerboom	\$ 212.00
MINNESOTA RECREATION/PARK ASSOC	Agency Membership; Holmberg	\$ 180.00
MINNESOTA TREE EXPERTS	Remove trees/underbrush; Storm	\$ 13,000.00
MTI DISTRIBUTING INC	Latch/Seal Kit/Prop Hood	\$ 183.52
NORTH METRO TELEVISION	Council Chambers Equipment Parts	\$ 602.26
O'REILLY AUTOMOTIVE INC	Radiator	\$ 491.57
O'REILLY AUTOMOTIVE INC	Brake Pads/Rotors; 5275	\$ 415.93
O'REILLY AUTOMOTIVE INC	Tie Rods/Center Link; 5275	\$ 378.00
O'REILLY AUTOMOTIVE INC	Filter for 1300	\$ 14.90
PIONEER PHOTOGRAPHY & SERVICES	Photography presentation - MAYC	\$ 300.00
RIVARD COMPANIES INC	Tree/Stump Removal	\$ 8,503.00
SHERWIN-WILLIAMS COMPANY	Paint for council chambers	\$ 33.19
SHORT ELLIOTT HENDRICKSON INC	National St Water Service Extensions	\$ 235.50
STANDARD INSURANCE COMPANY	Life Insurance - April 2024	\$ 9,104.25

STATE OF MINNESOTA	Forfeiture distribution	\$ 751.40
SUN LIFE FINANCIAL	LTD Insurance - Policy #237761	\$ 4,989.94
SUNBELT RENTALS INC	Wood Chipper Rental - Storm	\$ 3,475.75
TEAMSTERS LOCAL #320 WELFARE	Police Dental - Group #1609	\$ 8,094.00
THE FERGUSON GROUP LLC	Federal Lobbyist Services - 2023	\$ 5,000.00
THE FERGUSON GROUP LLC	Federal Lobbyist Services - 2023	\$ 5,000.00
THE FERGUSON GROUP LLC	Federal Lobbyist Services -2023	\$ 5,000.00
THE FERGUSON GROUP LLC	Federal Lobbyist Services -2023	\$ 5,000.00
THE FERGUSON GROUP LLC	Federal Lobbyist Services - 2023	\$ 5,000.00
THE FERGUSON GROUP LLC	Federal Lobbyist Services - 2023	\$ 5,000.00
THE FERGUSON GROUP LLC	Federal Lobbyist Services - 2023	\$ 5,000.00
THE FERGUSON GROUP LLC	Federal Lobbyist Fees	\$ 5,000.00
THE FERGUSON GROUP LLC	Federal Lobbyist Fees	\$ 5,000.00
THE FERGUSON GROUP LLC	Federal Lobbyist Fees	\$ 5,000.00
T-MOBILE USA INC	Cell tower dump	\$ 25.00
TRIPLE E WATER AND SEWER LLC	Escrow Refund	\$ 2,000.00
TRI-STATE BOBCAT INC	Valve and Belt cover/hose	\$ 233.26
TRI-STATE BOBCAT INC	Bearing/Seal; 2305-4	\$ 144.45
U-HAUL COMPANY (#99233600)	Election Equipment Delivery	\$ 270.81
U-HAUL COMPANY (#99233600)	Election Equipment Delivery	\$ 257.94
VERIZON WIRELESS	Telephone Service	\$ 80.02
WALSER BUICK GMC ROSEVILLE	2024 GMC - Special Operations	\$ 31,130.00
WEGMAN KEVIN WILLARD	Entertainment for April - MAYC	\$ 125.00
WILLIS CRISTINA	Employee Wellness Course Instructor	\$ 125.00
ZIEGLER INC	Hydro Valves/Pipes/brackets	\$ 1,969.83
		\$ 429,664.25

CITY OF BLAINE

**SUBSET OF PAYMENTS BETWEEN \$20,000 AND \$50,000 FROM THE SCHEDULE OF BILLS PAID
APPROVED ON 4/15/2024 FOR PAYMENTS THE WEEK OF 3/29/2024**

Vendor Name	Description	Amount
ECKBERG LAMMERS PC	Civil Legal Services & Retainer Fees	\$ 21,424.50
ECKBERG LAMMERS PC	Prosecution Fees	\$ 22,691.37
M&G TRAILER SALES, SERVICE & RENTAL	Water Break Trailer #4641	\$ 28,205.50
WALSER BUICK GMC ROSEVILLE	2024 GMC - Special Operations	\$ 31,130.00
E G RUD & SONS INC	2024 Pond As-built Surveys	\$ 38,520.00
CRYSTEEL TRUCK EQUIPMENT	Accessories for F450 Parks	\$ 38,744.76
ECKBERG LAMMERS PC	2024 LETAC passport training	\$ 41,417.00
CONNEXUS ENERGY-UTILITY PAYMENTS	February 2024 Electric Service	\$ 46,056.20

PAYROLL CHECKS & WIRE TRANSFERS

MONTH: MARCH 2024

PAYROLL CHECKS

<u>DATE</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
03/14/24	VENDOR CHECKS	CHECK # 79790-79794	\$4,559.92
03/14/24	EMPLOYEES	DIRECT DEPOSITS	\$628,224.46
03/28/24	VENDOR CHECKS	CHECK # 79795-79803	\$11,297.32
03/28/24	EMPLOYEES	DIRECT DEPOSITS	\$595,256.61

WIRE TRANSFERS

<u>DATE</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
03/14/24	STATE OF MINNESOTA	PAYROLL TAXES	\$42,608.74
03/14/24	I.R.S.	PAYROLL TAXES	\$190,429.62
03/14/24	P.E.R.A.		\$190,655.64
03/14/24	21ST CENTURY	DEFERRED COMP & H.S.A	\$76,219.60
03/19/24	STATE OF MINNESOTA	FEBRUARY SALES TAX	\$39,748.00
03/15/24	21ST CENTURY	CREDIT CARDS	\$15,114.55
03/28/24	STATE OF MINNESOTA	PAYROLL TAXES	\$40,078.26
03/28/24	I.R.S.	PAYROLL TAXES	\$182,095.11
03/28/24	P.E.R.A.		\$183,346.04
03/28/24	21ST CENTURY	DEFERRED COMP & H.S.A	\$62,470.34

TOTAL \$2,262,104.21



City of Blaine

City Council Workshop

April 1, 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, and Jess Robertson.

ABSENT: Councilmember Lori Saroya.

Quorum Present.

ALSO PRESENT: City Manager Michelle Wolfe; Community Development Director Erik Thorvig; Safety Services Director/Police Chief Brian Podany; Finance Director Jason Zimmerman; Director of Engineering Dan Schluender; Senior Parks and Recreation Manager Jerome Krieger; Public Works Director Nick Fleishhacker; Deputy Public Works Director Jason Grode; SBM Fire Chief Dan Retka; City Attorney Tom Loonan; Communications Manager Ben Hayle; and City Clerk Catherine Sorensen.

3. New Business

- 3.1.** 2024-81 SBM Fire Department - Quarterly Update
Sponsors: Dan Retka, Fire Chief

Fire Chief Retka provided the council with a quarterly update from the SBM Fire Department. He discussed how operations were progressing with the duty crews from 5PM to 12AM Monday through Friday. He explained the new staffing model was improving

response times and the Lucas machine was making a difference. He commented further on how staffing continues to be a concern for SBM as well as for other neighboring fire departments. He stated SBM continues to be one of the lowest per capita departments in the metro area. He discussed the adjustments he would be making to the budget in order for SBM to operate smarter. The annual call summary for 2023 was reviewed with the council and he asked for questions or comments.

Councilmember Massoglia thanked Fire Chief Retka for his detailed presentation and for working to improve response times which would save lives. He asked what the cost was for staffing in 2022 versus 2023 and 2024. Fire Chief Retka explained while he did not have the figures with him he noted prior to going to a duty crew model volunteer firefighters were being paid a small amount per hour and contributions were made to their pensions. He stated when the switch was made to duty crews, the funding previously being made to pensions was directed to the firefighters. He estimated it cost the department \$120,000 to move to the duty crew staffing model. He anticipated it would cost another \$200,000 per year to staff the duty crews overnight. However, he indicated this could not happen until the fire stations had sleeping quarters.

City Manager Wolfe reported Blaine, Spring Lake Park and Mounds View would be applying for the Safer Grant which would assist with covering salaries. She noted this was a three year grant.

3.2. 2024-82 Enterprise Asset Management System
Sponsors: Nick Fleischhacker, Public Works Director

Public Works Director Fleischhacker stated the city's primary asset management system (PubWorks) has been in use by Public Works for over six years and no longer supports the business needs of the city. Weaknesses and limitations have been identified that do not align with current needs and future goals for enterprise asset management. Staff, working with an outside consultant, went through an extensive process to identify specific requirements through a needs assessment to select a more capable system that can be used citywide to replace the existing one. After completing this year-long process, a Request for Proposals (RFP) was created and published to find a suitable Enterprise Asset Management System (EAMS). City staff formed an evaluation committee to review the most qualified EAMS vendors. As the offerings from each vendor were reviewed, three vendors were chosen that fit the City's requirements: Cartegraph, Cityworks and Elements XS. All vendors gave thorough demonstrations to a large group of staff. At the completion of all three demonstrations, it was a unanimous decision to move forward with Cartegraph as the preferred vendor. Staff is now ready to bring this item forward for council action. City Council will be asked to consider approval to purchase of the Cartegraph Enterprise Asset Management System software for \$228,450 with a 10 percent contingency for a total of \$251,295. As this is a significant investment in new technology, staff is bringing the item to workshop to provide an overview and allow time for council questions and feedback prior to being placed on a regular meeting agenda.

Councilmember Massoglia questioned what the yearly price difference would be between

the new software and the existing software. Mr. Fleischhacker explained the existing software was roughly \$30,000 per year and the new software would be \$80,000 per year.

Councilmember Newland asked who would be using the new software. Mr. Fleischhacker stated all public works staff members would have access to the software. He noted there was an app for the program that could be used on a cell phone or tablet.

Councilmember Newland inquired how residents would be notified when their concern had been addressed. Communications Manager Hayle explained Cartegraph would be integrated with See-Click-Fix. He discussed how staff would receive requests through See-Click-Fix and real time updates could be provided to residents through Cartegraph.

Councilmember Robertson stated she appreciated the efficiencies that would be gained through this new program for public works staff. She also appreciated how this program could be utilized by multiple departments. She indicated this software was a large expense and noted the yearly expense for the program was equivalent to a staff person. She encouraged staff to consider how the expense for the program would be split between city funds.

Ms. Wolfe commented on how the city was only six years out from using only post-it notes and notebooks to manage repairs/customer complaints. She indicated the city's current program was using was for small towns and was not for a city the size of Blaine. She commented on how the proposed program would better meet the needs of the public works department. She stated it speaks volumes when considering the number of departments that came together to support the purchase of this software.

Mr. Fleischhacker stated another benefit of the new program would be to assist with monitoring employees time management and accountability.

3.3. 2024-83 Board/Commission Appointments and Council Policy for Appointment Process and Structure Review
Sponsors: Cathy Sorensen, City Clerk

City Clerk Sorensen stated Council was asked to review the 18 applications received for appointment and reappointment to various boards and commissions. The goal was to rank the applicants to demonstrate possible consensus and direction on appointments, including the possibility of interviews. Staff reviewed the final rankings submitted by a majority of council and with current terms expiring April 1 and commented on the suggested reappointments. It was noted appointments would be for three-year terms and would result in two vacancies on the Natural Resources and Conservation Board and one vacancy on the Traffic Commission. The mayor should announce any proposed reappointment and appointments, after which the full council should confirm by motion, second, and vote.

Councilmember Robertson suggested a formal policy not be put in place given how the council changes over time. She believed it worked well for the councilmembers to make

selections and to move forward with council consensus. She suggested the applications be rewritten in order to be specific for each committee/commission.

Mayor Sanders supported the applications being rewritten in order to be more specific for the commissions. He indicated this would help the council directing people to the the right appointment.

Councilmember Newland suggested department directors be asked to provide questions for the new applications.

Councilmember Massoglia indicated he liked the idea of having unique applications for each commission. He recommended some clarity be provided on how people are selected for appointments. He stated he would like the council to further discuss the purpose of the traffic commission and if the NRCB was going to be merged with the park commission.

Mayor Sanders supported these topics being further discussed at a future workshop meeting.

Council consensus was to include discussion of the appointment process, including future direction on some boards/commissions, to a future workshop or council retreat. Council suggested creating specific applications for each board and to use questions suggested by staff liaisons and from interview questions to better gauge applicants' interest in specific boards/commissions.

3.4. 2024-84 Federal Lobbyist Priorities
Sponsors: Michelle Wolfe, City Manager

Ms. Wolfe stated the city of Blaine has contracts in place with one state lobbying firm and two federal lobbying firms. It is important to establish the city's legislative priorities annually. Previously, the top priority was T.H. 65. The other focus for our federal lobbying has been grants. Staff's suggestion for federal lobbying focus in 2024 is on grants. We've had ongoing meetings and discussions with our federal lobbying teams to review our capital plans and other city priorities to identify potential federal grant programs, including congressional directed spending ("earmarks"), which will be pursued during the year. The Ferguson Group will be our primary resource for grant programs; they have met with staff to review the capital plans and developed a federal agenda and work plan document. The Jacobson Law Group will focus on potential 2024 earmark requests. Now that those meetings have occurred, staff is reporting back to the City Council regarding proposed plans for the year.

Ms. Wolfe reported the city has submitted two requests for congressional directed spending ("earmarks"). The first is for a mobile command vehicle for use by BPD and SBM Fire. The second request is for Water Tower #2 Rehabilitation. Staff plans to submit these same requests to Senators Klobuchar and Smith once they open up their processes for the year. As with state legislation, if we become aware of any federal bills for which we should take a position and have our lobbyists represent, which is not included in these documents, we will bring the matter to the attention of the council.

Councilmember Larson supported the city coming together with other communities to oppose legislation that would limit local control when it comes to new housing developments in the city.

Mayor Sanders explained he met with two mayors today who also oppose house files 4009 and 4010. He reported the city's lobbyists have been very active in sharing the city's opposition to these pieces of legislation. He indicated there is a core group of mayors who are very active in the process including Prior Lake, Minnetonka, Lakeville, Plymouth, and Blaine and don't want to lose control of the public process and submitted an opinion piece on the topic. He discussed how this was some of the most damaging legislation that has ever been proposed. He commented on how the proposed bills would do nothing for affordable housing but rather would create many problems for the city's infrastructure. He hoped the legislators were listening and hearing the opposition for these house files.

Councilmember Robertson shared a recent conversation regarding how legislators should regulate state matters and councilmembers regulate city matters.

Council consensus was to support the state and federal priorities as presented by staff for the coming year.

4. Other Business

None.

5. Adjournment

The workshop was adjourned at 6:50PM.



City of Blaine

City Council

April 1, 2024 | 7:00 PM
Blaine City Hall
10801 Town Square Drive NE
Blaine, MN 55449

MINUTES

1. Call to Order by the Mayor

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

2. Pledge of Allegiance

3. Roll Call

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

ABSENT: None.

Quorum Present.

ALSO PRESENT: City Manager Michelle Wolfe; Community Development Director Erik Thorvig; Safety Services Director/Police Chief Brian Podany; Finance Director Jason Zimmerman; Director of Engineering Dan Schluender; Senior Parks and Recreation Manager Jerome Krieger; Public Works Director Nick Fleishhacker; Detective Mike Sommer; City Attorney Tom Loonan; Communications Manager Ben Hayle; and City Clerk Catherine Sorensen.

4. Awards - Presentations - Organizational Business

4.1. 2024-84 Proclamation for Arbor Day 2024
Sponsors: City Council

Mayor Sanders read a proclamation in full for the record declaring May 4, 2024, to be Arbor Day and the month of May to be Arbor Month in the city of Blaine.

5. Communications

Councilmember Newland reported he attended the recent Iftar evening meal and learned a great deal at this community event. He then explained he has owned a business in Blaine for the past 31 years and stated it was his practice to recuse himself from the schedule of bills paid when invoices were included.

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 7:04PM.

There being no input, Mayor Sanders closed the Open Forum at 7:04PM.

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 Newland stated he would be abstaining from approval of item 8.1.

Councilmember Saroya requested the removal of consent agenda item 8.1.

Moved by Councilmember Robertson, seconded by Councilmember Massoglia, that the following items on the Consent Agenda be approved as amended removing Item 8.1.

Motion adopted unanimously.

8.1. 2024-85 Schedule of Bills Paid *Sponsors: Jason Zimmerman, Finance Director*

Councilmember Saroya shared concerns regarding a potential conflict of interest then referred to recent bills paid for city printing projects. She asked the city to be more equitable when distributing printing projects between printing businesses in the city as the city had three local printing businesses. Ms. Wolfe reported the city followed state statute when it came to purchasing and procurement. She commented further on the RFP and purchasing policies that were followed for larger printing projects. She stated she was not aware of how much was being spent at each printing company within Blaine.

Communications Manager Hayle indicated routine projects, such as city envelopes or business cards, are distributed to the printers throughout Blaine to spread the business throughout the community. He stated over the last five years the communications department has outsourced some of its larger projects to local printers.

Moved by Councilmember Fleming, seconded by Councilmember Massoglia, to approve the Schedule of Bills Paid.

Councilmember Fleming stated this concern has been explained to the council on two different occasions and she did not believe this matter had to be brought back to the council going forward.

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

- 8.2.** 2024-86 Approval of Minutes
Sponsors: Cathy Sorensen, City Clerk
- 8.3.** 2024-87 Approve a Therapeutic Massage Enterprise License for Sweetman - Blaine LLC dba Massage Envy
Sponsors: Cathy Sorensen, City Clerk
- 8.4.** 2024-88 Motion to approve contract with Pro-Tec Design for intrusion system upgrades at Water Treatment Plants 1 - 4
Sponsors: Nick Fleischhacker, Public Works Director
- 8.5.** RES 24-67 Approve Plans and Specifications and Order Advertisement for Bids for the 2024 Pleasure Creek Area Street Reconstructions, Improvement Project No. 24-06
Sponsors: Daniel Schluender, Director of Engineering
- 8.6.** RES 24-68 Approve Plans and Specifications and Order Advertisement for Bids for the 2024 Southwest Area Street Reconstructions, Improvement Project No. 24-07
Sponsors: Daniel Schluender, Director of Engineering
- 8.7.** RES 24-72 Resolution to Declare Cost to be Assessed, Order Preparation and Call for Public Hearing on Proposed Assessment for the 89th Avenue and Davenport Street Area Street Reconstructions, I/P 22-05
Sponsors: Daniel Schluender, Director of Engineering

- 8.8.** RES 24-69 Resolution to Approve Joint Powers Agreement No. C0010584 with Anoka County for the Construction and Grading of Pedestrian Trail from 122nd Avenue NE to the Lexington Athletic Complex Trail System
Sponsors: Daniel Schluender, Director of Engineering
- 8.9.** 2024-89 Approve Annual Payment of JLEC Shared Costs for the Public Safety Data System (PSDS)
Sponsors: Brian Podany, Safety Services Manager/Police Chief
- 8.10.** RES 24-71 Resolution to Approve the 2024 Traffic Safety Vehicle Grant
Sponsors: Brian Podany, Safety Services Manager/Police Chief
- 8.11.** RES 24-70 Resolution to Approve the 2024 Intensive Comprehensive Peace Officer Education and Training Grant
Sponsors: Brian Podany, Safety Services Manager/Police Chief

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

- 9.1.** RES 24-66 Conduct Public Hearing and Adopt a Resolution to vacate Drainage and Utility Easements, over all of Outlot A, Preserve at Lexington Waters Second Addition; According to the Recorded Plat Thereof, Anoka County, Minnesota; Vacation No. V24-02
Sponsors: Daniel Schluender, Director of Engineering

Director of Engineering Schluender stated the city received a petition dated February 14, 2024 from Nathan Fair representing Blaine 2022 LLC, requesting the vacation of the Drainage and Utility Easements, over all of Outlot A, Preserve at Lexington Waters Second Addition; according to the recorded plat thereof, Anoka County, Minnesota. The property was originally platted as Outlot A, Preserve at Lexington Waters Second Addition. The existing drainage and utility easements are no longer needed and new easements will be platted in accordance to requirements with the platting of Preserve at Lexington Waters 3rd Addition. Engineering staff has reviewed the request and agrees with the vacation. New easements will be created with the recording of the plat for Preserve at Lexington Waters 3rd Addition.

Mayor Sanders opened the public hearing at 7:15PM.

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

Moved by Councilmember Newland, seconded by Councilmember Robertson, to Adopt a Resolution to vacate Drainage and Utility Easements, over all of Outlot A, Preserve at

Lexington Waters Second Addition; According to the Recorded Plat Thereof, Anoka County, Minnesota; Vacation No. V24-02.

Motion adopted unanimously.

9.2. RES 24-53 Resolution Adopting Assessment for 2023 Southwest Area Street Reconstructions, Improvement Project No. 23-07
Sponsors: Daniel Schluender, Director of Engineering

Mr. Schluender stated Improvement Project No. 23-07 was ordered by the City Council on December 19, 2022 with Resolution 22-207. A construction contract was awarded to Park Construction Company by the city council on March 20, 2023 with Resolution No. 23-46 and construction was completed in the summer of 2023. The total project cost indicated in the Feasibility Report was \$5,040,490.00. The Assessment Roll has been prepared consistent with the Feasibility Report. Of the total cost, the amount to be assessed is \$691,281.45. The Public Utility Funds will contribute \$652,187.41 for water and sanitary sewer improvements, and Pavement Management Program funds will contribute \$2,528,433.76. Staff commented further on the project costs, noting assessments could be paid back over 15 years and requested the council approve the assessment roll.

Mayor Sanders opened the public hearing at 7:18PM.

David Martinson, 41 90th Lane NE, shared concerns regarding the proposed assessments and how the residents did not request the project improvements. He noted his lot was only 80 feet wide while others were double that size. He asked if the assessment was based on a per unit method to take into account the different sizes of lots on a street.

Mr. Schluender explained per the city's assessment policy, assessments were charged per unit versus a front footage method for the city's street projects.

There being no additional public input, Mayor Sanders closed the public hearing at 7:22PM.

Moved by Councilmember Newland, seconded by Councilmember Fleming, to adopt a Resolution Adopting Assessments for 2023 Southwest Area Street Reconstructions, Improvement Project No. 23-07.

Councilmember Saroya shared concerns about the amount of assessments being charged and supported the city lowering the amount to be assessed to 20% of project cost. She explained the assessment fees were a burden to residents, especially in Ward 1 and stated she would not be supporting the proposed assessment roll.

Councilmember Larson reported the council discussed the assessment rate last fall and concluded keeping the assessment percentage at 35% instead of raising taxes for all residents. She asked if staff could speak to the maintenance the city's provides for its streets. Mr. Schluender explained the streets that were reconstructed in 2023 were over 30 years old. He commented on the city's seal coating and crack filling schedule. He stated in

the past eight years the city has created a program that takes a more efficient look at how to maintain streets than was done in the past.

Motion adopted 6-1 (Councilmember Saroya opposed).

- 9.3.** 2024-90 Consider On-Sale and Sunday Intoxicating Liquor Licenses for Irie Vybz Jamaican Restaurant, 76 Northtown Drive NE
 Sponsors: Cathy Sorensen, City Clerk

City Clerk Sorensen stated council is asked to hold a public hearing then consider issuing on-sale and Sunday intoxicating liquor licenses for Irie Vybz Jamaican Restaurant, 76 Northtown Drive NE. On February 22, 2023, a public hearing was held as required by City code to consider approval of on-sale and Sunday intoxicating liquor licenses for Irie Vybz Jamaican Restaurant, LLC at 76 Northtown Drive. Approval of the licenses would have allowed the applicant, Shanice Chante Hines-Hyatt, the ability to serve intoxicating spirits, beer, and wine. Staff had noted in the report that additional items were still required prior to issuance of any licenses and that any approval was contingent upon receipt of all required fees, documents, updated certificate of insurance, certificate of occupancy, alcohol training policy, retail buyers card, successful background investigation, and the State of Minnesota 2AM liquor license if applicant wanted to operate until 2AM. Staff also shared that the applicant had been utilizing a State-licensed alcohol caterer to provide alcohol service at the restaurant for some of their events until their on-sale license was approved and issued. No one appeared during the public hearing and staff recommended approval of the licenses contingent upon completion/receipt of all outstanding items. Council made a motion to approve the licenses, which was seconded then adopted 5-0.

Ms. Sorensen explained on March 14, 2023, staff informed the applicant via email and certified mail that the liquor licenses were being denied based on a background investigation that identified concerns with activity at past locations, discrepancies in their application, liquor law violations that occurred at the Blaine location, and outstanding application materials. Ms. Hines-Hyatt appealed the city's license denial and requested a hearing with the city's administrative hearing officer, who upheld the license denial. The applicant appealed the administrative hearing officer's determination and the Minnesota Court of Appeals overturned the ruling stating action to deny the licenses should have occurred at the Council level as the minutes from February 2023 did not reflect Council's contingent approval of the licenses based on completion/receipt of the outstanding items, including a successful background investigation.

Ms. Sorensen reported based on the Court of Appeals ruling that the city did not comply with the procedure set forth in ordinance in denying the application, staff is bringing the application forward again for a public hearing and Council consideration of the on-sale and Sunday intoxicating liquor licenses for Irie Vybz Jamaican Restaurant, LLC. Notice of the hearing has been published in the *Blaine/Spring Lake Park Life* and the applicant has been notified of the hearing. Upon completion of the public hearing, staff requests Council consider the licenses by motion, second, and vote.

City Attorney Loonan advised the decision of the appellate court was a reverse of the

hearing officer and remanding to the council for reevaluation and decision at this time. He reported the indication from the city clerk that there was a previous approval that may have been contingent but the record did not reflect this. The Court of Appeal has asked the city council to reevaluate the application based on the information and to make a new determination of approval or denial of the application.

Mayor Sanders opened the public hearing at 7:32PM.

Shanice Hines-Hyatt, applicant, discussed how stressful this situation has been for her and shared frustrations about not feeling welcome in the city. She stated she choose Blaine for her business because it was safe and diverse. She commented on how her revenue has been reduced by 50%. She explained her liquor license was vital to her business and requested her liquor license be approved.

David Robbins, applicant's attorney, thanked staff for working with his client and for council consideration of this liquor license, with the understanding all missing items from the application would be submitted. He commented on the incident that occurred in March of 2023 where alcohol was served without a license in violation of state statute. He explained there was a licensed alcohol caterer on site at the time. He commented further on how the applicant has worked to address the concerns that had happened at the applicant's previous location in Brooklyn Center. He discussed how his applicant believes Blaine was a safer location for both herself and her patrons.

David Powell, customer of Irie Vybz, introduced himself to the Council stating he was a PhD student at St. Mary's and noted he came to Minnesota from Jamaica in 2019. He shared his impressions of the hard work being conducted by the applicant to contribute to the local economy and explained the liquor license was a vital part of the restaurant's success. He stated for whatever mistakes were made in the past, he hoped the council could reconsider the liquor license request for order for Ms. Hines-Hyatt to be successful.

There being no additional public input, Mayor Sanders closed the public hearing at 7:43PM.

Moved by Councilmember Saroya to approve the On-Sale and Sunday Intoxicating Liquor Licenses for Irie Vybz Jamaican Restaurant at 76 Northtown Drive NE. Motion failed for lack of a second.

Councilmember Robertson requested further information on what a violation looks like and what the application process entails. Detective Mike Sommer explained part of his job as a background investigator was to find the facts. He stated he does not make determinations on behalf of the police department but rather was responsible for finding facts and answering questions. He commented further on how he worked to ensure applicants were meeting city ordinances and the findings which are then presented to the city clerk's office for a recommendation to council. He stated the applications were then managed by the city clerk's office.

Councilmember Robertson asked what was found in the background check that made this request stand out. Ms. Sorensen reported there were automatic disqualifiers in place for liquor licenses and this was where the police department started their work. She indicated the letter mailed to Ms. Hines-Hyatt outlined why staff would be recommending denial of

the application. She stated at the time of the public hearing, staff did not have this information and had recommended approval, contingent upon the background check. She explained if staff had this information at the time of the public hearing last year, staff would have recommended denial of the request. She discussed how background checks can take a long time to complete and commented on how staff works with businesses through this process. She indicated staff would be changing the process going forward so something like this does not occur again in the future.

Councilmember Massoglia asked if there was a timeframe for which background checks are reconsidered. Ms. Sorensen stated this was not outlined in ordinance or statute for a timeframe of five years or ten years but rather recent history is considered and was a gauge for the police department to provide the clerk's office a recommendation. She reported the concerns raised from Brooklyn Center were within a five year period and staff felt this was an appropriate concern. In addition, staff had concerns regarding the events that were being held at Irie Vybz while they were waiting for their liquor license.

Councilmember Saroya questioned if denying the liquor license would mean this business would have to shut down. Ms. Hines-Hyatt reported this would be the case.

Councilmember Saroya stated this was concerning to her. She commented regardless of the history, she understood there were new business owners who have made mistakes and this council has overlooked business issues. She indicated there have been many times the council has made exceptions for businesses. She was concerned about some of the hate and discrimination this business owners has felt in Blaine. She explained she felt unwelcome as the only woman of color on the Blaine City Council. She stated unfortunately this was the culture of this leadership and does not reflect the residents of Blaine. She explained if this license were denied, she hoped a study would be completed on how Blaine treats its minority business owners as she was starting to see a pattern. She commented on the concerns she has heard from women-owned businesses that have had to climb mountains while others receive a free pass and feared there was a discrepancy. She stated these concerns have to be voiced and have to be shared because things were unfair. She encouraged the city council to do their jobs and fix the discrepancy. She indicated change was coming and Blaine residents, especially in Ward 1, would no longer sit back and put up with this. She stated decisions like this were leading to these concerns. She reported the issue at hand was not whether or not a person drank or visited this business, but rather the issue was the city had a minority, women-owned business that was in need of a liquor license and denial of this license would put her out of business. She believed the city council has shown far more mercy to other businesses in this city and the council was showing none here which was heartbreaking to her.

Councilmember Larson reported the council had received attachments from the hearing officer stating obtaining an intoxicating liquor license is a privilege and not a right. She explained there were serious public safety concerns when issuing such a license and thus the requirements were stringent. She indicated there were reasons staff had included from the Blaine Police Department for recommending denial of the request. She stated the city council makes decisions based on the information in the packet along with the information provided by staff. She commented the council did not see this owner, prior to the meeting, and was not aware she was a minority but added that information was irrelevant. She did not believe the council had to receive a photo of an applicant when considering information

from staff but rather make a determination based on the information in the packet. She reported the concerns from staff had to do with events of assault, failure to allow police to enter the location, live events without proper licensing, operating in violation of State COVID emergency orders, failed compliance checks with alcohol after 1:00 AM without proper licensing at other locations. She explained there was all kinds of information within the packet and the packet knows no color. She reported she would be making her decision based on the information within the packet.

Councilmember Massoglia thanked the applicant for attending this meeting and for sharing her story. He thanked the applicant for choosing the city of Blaine and apologized for the incidents that she was speaking of. He stated these types of occurrences had no place in the community. He understood there were two sides to every story and part of government process was to allow for an appeal. He stated if the applicant's side of the story was different than the police's story, he hoped this could go through the proper channels. He said he was concerned with the issues of assault that occurred at the previous restaurant. He explained he was concerned that Brooklyn Center Police was not allowed access to the restaurant, especially given the fact alcohol was being served. He stated assaults can be deadly and domestic violence was a growing concern. He encouraged Ms. Hines-Hyatt to continue to go through the appeals process. He indicated he supported and welcomed this business in the community, but noted at this time he would not be able to support the liquor license request.

Mr. Robbins commented on the police reports from Brooklyn Center noting there was not a single incident where individuals inside the restaurant who were served liquor were involved in an assault. He explained the assault event was somewhat ridiculous and resulted when their security contractor decided to assault a Brooklyn Center Police Officer outside of the client's premises. He noted the event where police officers claimed they were not allowed access to the premises was simply not true. He stated the security contractor did not understand the law and made an off color comment saying we don't have to let you in, and the police immediately entered. He encouraged the council to take another look at the police reports because they do not support the decision the council was making.

Councilmember Massoglia thanked Mr. Robbins for his comments.

Moved by Councilmember Massoglia, seconded by Councilmember Newland, to deny the On-Sale and Sunday Intoxicating Liquor Licenses for Irie Vybz Jamaican Restaurant at 76 Northtown Drive NE.

Councilmember Saroya shared concerns about the treatment of businesses in Blaine and not making all businesses feeling welcome, especially a woman-owned, minority-owned business and asked about the ability to table the item for further consideration.

Mayor Sanders asked if there were additional facts that were not presented to the council. Mr. Loonan explained this was the hearing opportunity and applicant was in attendance with her counsel. He indicated this was the opportunity to hear both sides of the story. He stated the council could table the motion and it could come back to a future meeting for further consideration. He reported with the remand from the court of appeals, this was the hearing process. He encouraged the council to allow the applicant and her attorney to make their arguments. He stated the city also has the arguments from the city clerk and the police

investigator. He reiterated that this was the time for the hearing.

Mayor Sanders questioned if staff had any further information for the council to consider. Detective Sommer explained the packet was a reflection of the documents he received. He stated the background investigation centered around the prior police reports from the city of Brooklyn Center. Ms. Sorensen stated she did not have anything further to add but reiterated if this information had been available during the original public hearing in February staff would have recommended denial rather than a contingent approval.

Councilmember Saroya stated Mr. Powell had something additional to say.

Mr. Powell shared his frustrations with the fact the city council was not hearing both sides of the issue when considering the license request. He commented further on how Ms. Hines-Hyatt would be adversely impacted if this liquor license were denied. He urged the council to not judge Ms. Hines-Hyatt by what happened in another community.

Councilmember Fleming asked if the council could consider a probationary liquor license. Ms. Sorensen reported city code has penalties in place for any licensed liquor license establishment in the city. She commented on the violations that could occur and noted the police department conducts compliance checks two times a year. She explained the only way to issue a liquor license was to fully issue the license as there was no probationary option.

Councilmember Saroya inquired if there was an option to issue a full liquor license with a one-strike provision, meaning any violation would revoke the liquor license. Ms. Sorensen stated she would need to review city code to see if the graduated scale and level of violation could be escalated. Mr. Loonan advised the way the code was currently written allows for a 60-day suspension upon a violation at the discretion of council, at which time there would be a potential for revocation. He indicated there was nothing in code currently that would allow for immediate revocation.

Councilmember Massoglia questioned if staff could outline the process for appeal through the courts. Mr. Loonan explained the council was holding the hearing process at this meeting. He stated the facts were presented to the council by the applicant, the applicant's counsel, staff and the police department. Upon the decision, if there is a denial, and an applicant chooses to appeal the denial, the hearing officer will evaluate the record to determine whether or not the record was sufficient for denial. He reported state law and Blaine city code provides the city council with broad discretion based on the facts that were presented to them. He indicated the hearing officer will use their discretion. It was noted the approval by the hearing officer on the initial case was based on the record that was evaluated from the city clerk. This case went to the court of appeals and at that time, the court of appeals looked at it from a procedural standpoint and determined approval or denial has to come directly from the city council. That was the task before the council this evening. If the request were appealed, the record which included the packet and minutes from this meeting and what has been said by the investigator, city clerk, the questions and answers and what was said during the public hearing, would be the record that would be reviewed by the court of appeal. He reiterated that the council was given broad discretion by state law and city code when evaluating these facts and making a determination for this application.

Councilmember Massoglia questioned if the detective could speak more to the March 11 incident, especially in response to the applicant's attorney saying this was people finishing their drinks. Detective Sommer stated he did not have the incident details because it was not included in the formal background but rather came to light during the application period. It was his understanding after speaking with other officers that they saw people with alcohol and contact was made with the business owners.

Councilmember Larson stated the applicant had spoken about why she chose to come to Blaine and that was because Blaine was safe. She explained the city council took this very seriously. She indicated the background investigation was conducted by the Blaine Police Department, who she highly respected. She reported she trusted the background information that was gathered by the Blaine Police Department regarding the requested liquor license.

Councilmember Saroya agreed and noted she trusted the Blaine Police Department as well. She asked how the council was to deal with this situation, especially given the racial component. She stated in her two years on the council she has not seen a similar situation. Safety Services Director/Police Chief Podany explained in the six years he has been Chief he has not had a request like this. In addition to the reports from Brooklyn Center and after visiting the property on March 11, there were multiple other outstanding application materials that have not been received by the city. He reported the city conducts multiple compliance checks throughout the year and there were sanctions for violations. Ms. Sorensen explained in her time with the city there has not been a similar hearing then indicated this recommendation was for the denial of the liquor license and explained the city was not revoking an already issued license.

Mayor Sanders questioned if this entity was selling liquor or had liquor being sold on the premises through a state licensed caterer then reiterated the fact that the applicant has not had a liquor license in place to date in Blaine. Ms. Sorensen reported this was the case noting staff had made the applicant aware of the fact they could not sell liquor. She explained staff was made aware of events that were being advertised at the location and because the events were being held during events hours that there was the possibility alcohol would be expected to be available for purchase. She indicated staff spoke with the applicant to make them aware they themselves could not serve liquor and explained how they could do so through a state licensed caterer. She stated the city was not notified of the event in March, which was a requirement when a state caterer was contracted. She reported the applicant was supposed to have notified the police chief along with providing the city with a copy of the caterers liquor license and liquor liability insurance, then noted the caterer that was chosen had left the event prior to it ending and before police were on site. She indicated the events that occurred in March was one of the factors that concerned staff along with the other items raised during the background check, which led staff to make a recommendation for denial.

Mayor Sanders asked if the applicant had submitted a copy of their liquor liability insurance to the state. Ms. Sorensen indicated the applicant had several outstanding items as part of the application when the background check was completed but that staff did not follow up on those items as they were no longer recommending approval of the license. She indicated there were many businesses that do not have liquor liability insurance until the license is

issued but that final approval wouldn't occur until all materials were submitted.

Mayor Sanders questioned if liquor liability insurance should be carried for a premises if liquor was being sold onsite by a caterer. Ms. Sorensen explained this would be required by the city for any state licensed caterer to sell liquor in the city of Minnesota. She stated this insurance protects the business and the state caterer. Mr. Loonan advised this was not a legal requirement for the premise, but was precautionary. He noted this insurance would be held by the caterer.

Councilmember Saroya questioned if this was a problem business in Blaine. Police Chief Podany stated he has not been to this establishment so he did not know. He explained this was the reason the department checks with previous locations to see what type of activity had occurred. He commented he wanted businesses to be successful in Blaine. He discussed how busy the police department was in the Northtown area but clarified this specific business has not generated a lot of police calls. He stated on March 11 the police did a check of the site but beyond that he did not have a historical record of the calls at this address.

Councilmember Saroya indicated she was hearing stereotypes. She explained this was a minority-owned business that was visited by people of color, where drinking occurred and the assumption was this would lead to violence then asked if this was a violent or problematic business. She questioned if the police department had received many calls to this property regarding fights. Police Chief Podany stated there were no calls regarding fights at this location and stated he did not appreciate the assumption that the recommendation for denial had to do with color.

Councilmember Saroya stated she was concerned stereotypes and misconceptions were being made. She explained as the only person of color on the council she was more open to perceptions. She asked if this business would still be able to serve alcohol at this establishment through a caterer or would this decision prohibit the business from serving any alcohol. Ms. Sorensen commented the business would be allowed to utilize a state licensed alcohol caterer but could only be used for special events or occasional use. She reported state law would not allow a caterer to be the alcohol provider for an establishment.

Councilmember Saroya questioned if this was a complicated process for a first generation business owner and immigrant and asked if the applicant knowingly violated city code or were not informed. Ms. Sorensen reported the applicant was informed of the process and the application materials are clearly stated on the city's website. She noted she had conversations with the applicant over the past year where requirements were discussed. She stated knowing the applicant had a restaurant and liquor license in another city that they would understand the requirements. She noted while liquor liability insurance had not been provided at the time it wasn't a concern yet as there was not a liquor license issued. She said the concern was the fact the background check did not come forward successfully which led to the recommendation for denial.

Councilmember Newland called the question.

Moved by Councilmember Newland, seconded by Councilmember Robertson, to call the

question.

Motion adopted 6-1 (Councilmember Saroya opposed).

Motion adopted 6-1 denying the liquor license (Councilmember Saroya opposed).

- 9.4.** 2024-91 Consider Suspension of On-Sale and Sunday Intoxicating Liquor Licenses for Pal Mar Mexican Restaurant Mariscos LLC, 10565 University Avenue NE
Sponsors: Cathy Sorensen, City Clerk

Ms. Sorensen stated council is asked to hold a hearing to suspend the on-sale and Sunday intoxicating liquor licenses for Pal Mar Mexican Restaurant Mariscos LLC, 10565 University Avenue NE, as the license holder no longer meets license requirements. On March 18, 2024, Guillermo Mesa Gonzalez submitted a request in writing to terminate his role as responsible party for the on-sale and Sunday intoxicating liquor licenses held by Pal Mar Mexican Restaurant Mariscos LLC, 10565 University Avenue NE. The on-sale licenses were issued to Pal Mar Mexican Restaurant Mariscos LLC, which includes both Mr. Gonzalez and Jose Vasquez Aguilar as partners. Based on background investigations of both individuals, only Mr. Gonzalez was approved as a responsible party. As Mr. Gonzalez was the only eligible and approved responsible party for these on-sale licenses, a hearing is being held as outlined by city code to suspend the licenses. Both Mr. Gonzales and Mr. Aguilar were notified of this hearing and license suspension consideration.

Ms. Sorensen explained Pal Mar Restaurant may have a new responsible party apply and, if approved, would meet the requirements of the license. The applicant would submit application materials and a background investigation fee, which would be reviewed by the Blaine Police Department and a recommendation made for or denial. Mr. Aguilar has applied again to be the responsible party and the background investigation is currently underway. If the background is successful, the license suspension can be lifted, but because Mr. Gonzalez has requested to be removed as responsible party and no other approved responsible party is in place the license suspension is being recommended.

Mayor Sanders opened the public hearing at 8:27PM.

Jose Aguilar, 10020 115th Avenue, introduced himself to the council and discussed his request to be considered for the responsible party for this liquor license. He explained he had been approved for a liquor license in the city of St. Paul for another business. He stated he was worried for his business if he did not receive a liquor license. He discussed how he loved the city of Blaine noting he has been a resident of the community since 2009 and his children had been born in Blaine. He hoped the city would continue to flourish and prosper and he believed his business could help to contribute to this. He explained he was uncertain why his partner chose to leave, but he hoped his application would be approved. He thanked the council for their consideration. His comments were made to the council through a translator named Vladimir Resnik, who was a court certified translator in Spanish and Russian and resident of Brooklyn Park.

Mayor Sanders questioned how long Pal Mar Mexican Restaurant had been in operation in

Blaine. Mr. Aguilar reported his business has been in Blaine for one year and three months.

Betsy Sanchez, 11525 Sids Place, explained Mr. Aguilar was very responsible. She reported she has been working with this business since last January. She commented on how Mr. Aguilar and his wife worked tirelessly for this business. She indicated the letter that was written by Mr. Gonzalez was not factual and that he struggled with alcohol abuse. She encouraged the council to reconsider Mr. Aguilar's request in order to keep this busy operational.

There being no additional public input, Mayor Sanders closed the public hearing at 8:35PM.

Mayor Sanders asked where Mr. Aguilar was in the process of becoming a responsible party. Ms. Sorensen reported the application has been submitted and the background check was under police review. She indicated the background check could not be completed in the time the responsible party had been asked to be removed and this hearing. Detective Sommer explained he spoke with Mr. Aguilar last week and would be conducting an interview with him this week. He clarified as a background investigator he worked to gather facts and the information was submitted to staff. He indicated all final decisions were made by the council.

Councilmember Saroya questioned if an approval could be made on a contingent basis. Mr. Loonan explained in this instance with the way the ordinance was written, the council shall suspend or issue a civil penalty if a licensee has failed to comply with any provisions of the liquor license code. He reported because the partner has withdrawn and would not be the responsible party, there was no responsible party for this business. He indicated no one could step into this role. For this reason, staff was recommending the liquor license be suspended until a responsible party could be identified and approved for this establishment.

Councilmember Saroya indicated staff was not recommending a denial but rather was recommending a suspension. Mr. Loonan reported this was the recommendation of staff. He stated if a responsible party could not be established, then staff would be recommending revocation of the liquor license as a future action.

Councilmember Massoglia questioned if this liquor license could be approved contingent upon a background check. Ms. Sorensen stated Pal Mar received a liquor license and the establishment has been operating with a liquor license. She indicated in this partnership only one of the partners was qualified to be the responsible party. She commented the original liquor license was issued with Mr. Gonzalez as the responsible party but he no longer wished to serve in this capacity, therefore a new responsible party had to be identified for this liquor license. She indicated Mr. Aguilar has requested to serve in this capacity and a background check was currently being conducted. Mr. Loonan commented on the differences between a new liquor license request versus changing the responsible party for a liquor license. He reported the recommendation at this time was to suspend the existing liquor license until the new responsible party has been vetted and approved.

Mayor Sanders asked if the new applicant was deemed the new responsible party, would this require council approval. Ms. Sorensen reported once the applicant meets the requirements of the license, the suspension would be lifted. She indicated this item would

not have to come before the council again. In the event, this responsible party was not deemed successful, another candidate could be considered within 60 days.

Moved by Councilmember Saroya, seconded by Councilmember Massoglia, to Consider Suspension of On-Sale and Sunday Intoxicating Liquor Licenses for Pal Mar Mexican Restaurant Mariscos LLC at 10565 University Avenue NE for 60 days or pending the identification of a responsible party.

Motion adopted unanimously.

10. Development Business

- 10.1. RES 24-37** Resolution Granting a Comprehensive Plan Amendment to Change the Current Land Use Designation of Low Density Residential (LDR) to Community Commercial (CC) at 8628 Central Avenue NE. Uram Property (Case File No. 24-0005/SAS)
Sponsors: Sheila Sellman, City Planner

Community Development Director Thorvig stated the applicant is requesting a comprehensive land use amendment from Low Density Residential (LDR) to Community Commercial (CC). Staff reviewed the land owned by the applicant and reported that no development was proposed at this time. It was noted the planning commission reviewed this item on February 13 and recommended approval.

Moved by Councilmember Robertson, seconded by Councilmember Larson, to adopt a Resolution Granting a Comprehensive Plan Amendment to change the Current Land Use Designation of Low Density Residential (LDR) to Community Commercial (CC) at 8628 Central Avenue NE. Uram Property (Case File No. 24-0005/SAS).

Councilmember Robertson asked if this comprehensive plan revision was related to another item on the agenda. Mr. Thorvig explained if the land use designation was changed to community commercial, there would be a subsequent request from the application to rezone the property to B-2 community commercial, in order to allow the applicant to develop the 3+ acres. He stated the potential other uses for this property were discussed at a workshop meeting and noted this action would not allow for ministorage.

Councilmember Robertson thanked staff for the clarification and reiterated the fact that this property could not be redeveloped into ministorage.

Councilmember Saroya reported the space outlined in yellow was currently low-density residential and was being changed to community commercial. She stated this change would mean there could now be development adjacent to residential homes. Mr. Thorvig explained the area outlined in pink would expand into the yellow outlined parcel and there would be commercial land use abutting residential. He indicated the properties to the north and south of the yellow outlined parcel was already zoned commercial.

Councilmember Saroya reported she spent the afternoon door knocking in this neighborhood. She stated the neighbors had really strong views on this and there was a lot of opposition to the comprehensive plan amendment. She indicated the adjacent neighbors do not want to lose their privacy. She stated she was torn on this request but noted her duty was to her Ward 1 constituents. She indicated she would be voting to keep this parcel low density residential. She suggested the city purchase the adjacent parcels outlined in pink in order to create a buffer for the neighboring homes while still allowing the developer to develop closer to TH65.

Councilmember Newland commented on how the neighbors were concerned about buffering. He stated he was more inclined to keep this property as is in order to maintain the natural buffer that was in place. He indicated he would not be supporting a change to this property.

Councilmember Larson thanked staff for providing historical information on this property. She commented on the hardship facing the owner of this property. She discussed how the zoning of this property should have been addressed in the 1990s. She stated she would be supporting the proposed change for this property.

Councilmember Massoglia indicated he did not understand a vote against the comprehensive plan amendment because the city would be bringing this property into compliance. He explained this property was landlocked and a single-family home would not be developed on this parcel. He stated the only other option would be rezone a portion of the land LDR, in order to develop a single home with a long driveway to TH65. He believed this did not make sense.

Motion adopted 5-2 (Councilmembers Newland and Saroya opposed).

- 10.2. RES 24-55** Resolution Granting a Conditional Use Permit Amendment to Increase the Number of Vehicles Allowed for Overnight Outside Storage from 11 to 16 in the Community Commercial (B-2) Zoning District at 9664 Central Avenue NE. Blaine Quality Automotive (Case File No. 23-0087/EES)
Sponsors: Sheila Sellman, City Planner

Mr. Thorvig stated the applicant is requesting to increase the number of vehicles permitted to be stored outside overnight from 11 to 16. This would allow for storage along the Highway 65 frontage. Staff did not provide a recommendation to the Planning Commission. The applicants reason for the request was further reviewed with the city council. It was noted the Planning Commission held a public hearing at their last meeting and recommended approval of the request, with conditions similar to the existing CUP.

Moved by Councilmember Fleming, seconded by Councilmember Massoglia, to adopt a Resolution Granting a Conditional Use Permit Amendment to Increase the Number of Vehicles Allowed for Overnight Outside Storage from 11 to 16 in the Community Commercial (B-2) Zoning District at 9664 Central Avenue NE.

Councilmember Newland indicated he did not see a reason to approve a conditional use

permit for a site that has had repeated violations of everything that has been granted. He believed the city has gone out of its way to accommodate this business, and this business has not abided by the conditions. He stated this business owner continues to come forward with requests, even though there is a history of noncompliance. He found this to be a insulting and stated he would not be supporting the request.

Mayor Sanders thanked Councilmember Newland for his comments and reiterated that conditions on conditional use permits were expected to be followed by the CUP holder. He discussed how the city worked to be orderly and respectful. He stated he believed this request was different because the applicant was trying. He explained he has met with the applicant and understood he was trying to be come into compliance with a very challenging piece of property.

Councilmember Saroya indicated she has also met with Mr. Singh and did not believe he was taking the city's requests lightly. She reported this business has a history in the community and it was good for Blaine. She discussed how the requirements from the city for this business have changed over time. She commented on how this business was next to a manufactured home community and appreciated how Mr. Singh helped his neighbors. She asked how the TH65 project would interfere with this business. Mr. Schluender stated this corner of 97th Avenue would need additional survey work to address drainage concerns. He indicated the noise analysis has been completed and the second round of voting has taken place. He reported the wall that was proposed in front of the manufactured home community did not receive enough votes for a wall to be installed with this project.

Darrell Singh, 17350 Bataan Street in Ham Lake, discussed the history of his business noting he has been in operation since 1995. He commented on how he has worked to comply with city requirements through three different recessions and a global pandemic. He explained that enhancements to the site would be costly to him and these costs would have to be passed along to his clients. He requested the council allow him to have 16 cars parked overnight and that the landscaping not be required due to the drainage issue that has to be addressed at 97th Avenue. He commented on how there were projects outside his control that had to be addressed before the site could be beautified.

Councilmember Saroya asked if Mr. Singh was asking the council to remove the landscaping requirements. Mr. Singh requested the CUP obligations be amended to allow the engineering onsite to be addressed prior to completing the landscaping requirements.

Councilmember Robertson inquired if there were other compliance issues with this property. Mr. Thorvig stated there were two challenges Mr. Singh has with the previous CUP and that has to do with the number of stalls and the landscaping. He indicated the parking issues would be addressed with the 16 parking stalls. He explained Condition 7 requires 15 shrubs to be planted along the TH65 frontage by July of 2024. He reported if the applicant believes this is not feasible, he would recommend this condition be amended now so further conversations did not have to be held with the applicant in August. He stated the goal of this CUP amendment was to bring the property into compliance. He commented further on the storage pods onsite that was a separate issue and was being removed from the property.

Councilmember Robertson indicated the applicant has had 20 years to follow the rules. She stated the council was now being asked to change the rules for this business in order to accommodate this business owner. She commented on how the TH65 corridor has strict landscaping requirements in order to make them welcoming to visitors. She explained she hated rules and understood it was hard to make them "one size fits all", however she did like structure in order to apply the same principles to other business owners. She reported while she did not like it, she would not support removing the landscaping requirement. She indicated the city was trying to be flexible, but she asked that Mr. Singh also be flexible too. She stated she wanted to help Mr. Singh be successful in the community.

Councilmember Larson believed Mr. Singh had been giving to the community as he had worked through three recessions, COVID and was still providing the community with his services. She questioned what this business would look like after the TH65 corridor was completed. Mr. Schluender stated 97th Avenue would remain as is. He indicated 99th would be the first interchange with a grade change.

Councilmember Saroya indicated in terms of gifts, other businesses have received bigger gifts. She believed this was an opportunity for the city to help a small business that gives back to the community and helps those who live in the manufactured homes. She questioned why EDA funds were not being considered to help this small business owner bring his property into compliance. She feared the city was also at fault by not identifying the properties and small businesses that would benefit from help. She questioned why this business was not offered more help in order to bring the site into compliance with new city requirements. She supported the city removing the landscaping conditions until the TH65 corridor was completed and all of the drainage issues had been resolved.

Moved by Councilmember Saroya to amend to remove the landscaping conditions from the CUP. Motion failed for lack of a second.

Motion adopted 6-1 (Councilmember Newland opposed).

10.3. ORD 24-2547 First Reading

Ordinance Granting an Amendment to the Blaine Zoning Code Highway 65 Overlay District (HOD), Adding Conditional Uses, Prohibited Uses and Modifying Performance Standards. City of Blaine (Case File No. 24-0013/SAS)
Sponsors: Sheila Sellman, City Planner

Mr. Thorvig stated the proposed ordinance amendment adds prohibited uses, conditional uses and modifies performance standards within the TH65 overlay district. Staff explained the planning commission reviewed this item and recommended self storage not be allowed.

Declared by Mayor Sanders that Ordinance No. 24-2547, "Granting an Amendment to the Blaine Zoning Code Highway 65 Overlay District (HOD), Adding Conditional Uses, Prohibited Uses and Modifying Performance Standards," be introduced and placed on file for second reading at the April 15, 2024, Council meeting.

11. Administration

- 11.1. RES 24-73** Resolution Accepting a bid from Winberg Companies LLC in the amount of \$224,466 for the Lexington Hockey Rinks Project No. 24-40
Sponsors: Jerome Krieger, Sr. Recreation Manager

Senior Parks and Recreation Manager Krieger stated pursuant to the city's purchasing rules, the staff is bringing forward the proposed bids for construction for the Lexington Athletic Complex hockey rinks. The city council discussed the Lexington Athletic rink project on December 5, 2022. This project was slated to be a 2023 project but was pushed back to 2024. The council consensus was to move forward with the Lexington Athletic Complex project with a budget amount of \$350,000. Staff worked with WSB and Associates to redesign the Lexington Athletic Complex parking lot for the new rink layouts. Staff received permitting from the Rice Creek Watershed to complete the project. The bid opening for the project took place on Tuesday, March 19 and the city received eight bids ranging from \$224,466 to \$483,246. The engineer's estimate was \$514,124.

Mr. Krieger stated bids have been checked and tabulated, and it has been determined that Winberg Companies of Shafer, Minnesota is the lowest bidder. Staff have worked with Winberg Companies in the past. They completed the Sunrise Pond Park trail and parking lot last year. Staff recommends that the low bid be accepted, and a contract entered into with Winberg Companies. Staff is also requesting a 10% contingency on the Winberg bid of \$224,466, bringing the reconstruction of the parking lot total project budget to \$246,913.

Mr. Krieger explained as part of the \$350,000 budget there is also some additional rink lighting and electrical work that will be completed. There are two Musco light poles that are currently on site. The existing northern pole will be salvaged and moved to the south rink and two new poles will be added for the north rink with LED lights. When the lights were installed in 2014, the electrical control panels were built to handle additional lighting without overloading the box. The lighting system also has the Musco Control Link system where the lights can be controlled by a computer. The existing system will handle both sets of lights since they are Musco products. Separate quotes were received from Musco for providing the new light poles and re-configuring the existing lighting fixtures. Musco's quote is \$37,000. Quotes were also received for the electrical work to the new light locations and for installing the new light bases and light poles. Three quotes were received and Forest Lake Contracting had the lowest quote of \$13,350.

Moved by Councilmember Robertson, seconded by Councilmember Massoglia, to adopt a Resolution Accepting a bid from Winberg Companies LLC in the amount of \$246,913 for the Lexington Hockey Rinks Project No. 24-41.

Councilmember Newland asked if the boards would be removable and questioned where they would be stored. Mr. Krieger explained the boards would be removeable and noted the boards be stored at the Lexington Athletic Complex.

Councilmember Saroya thanked staff for the detailed presentation on this project.

Motion adopted unanimously.

- 11.2. 2024-92** Motion to Approve a Contract With Rink Systems for the Dasher Board System at the Lexington Athletic Complex Hockey Rinks for an Amount not to Exceed \$150,000.

Sponsors: Jerome Krieger, Sr. Recreation Manager

Mr. Krieger stated the city council discussed the Lexington Athletic rink project on December 5, 2022. This project was slated to be a 2023 project but was pushed back to 2024. The council consensus was to move forward with the Lexington Athletic Complex project. The \$150,000 that was originally allotted for new rink boards is under Jim Peterson Park in the budget. Staff were prepared to purchase boards for Jim Peterson Park and to utilize some of them to make two rinks at Lexington Athletic Complex with the original boards at LAC. Staff were informed by Rink Systems that two smaller rinks would need different sized corners due to the radius. After discussion with public works, staff decided they would move the current full-sized hockey rink from the Lexington Athletic Complex to Jim Peterson Park and purchase the new studio-sized rink for the Lexington Athletic Complex. This particular dasher board has been used over the last nine seasons in Blaine and has been very durable and easy for the public works staff to put up, take down and store at the end of the season. This is a custom-built board that is only made by Rink Systems and a company in Alberta, Canada. Staff commented further on the proposed project and recommended approval.

Moved by Councilmember Robertson, seconded by Councilmember Newland, to Approve a Contract With Rink Systems for the Dasher Board System at the Lexington Athletic Complex Hockey Rinks for an Amount not to Exceed \$150,000.

Motion adopted unanimously.

- 11.3. RES 24-74** Resolution Authorizing the Mayor and City Manager to Enter into a Contract with Bolton & Menk, Inc. for the Lead Service Line Inventory Project, Improvement Project No. 24-20 and Corresponding Budget Amendments

Sponsors: Nick Fleischhacker, Public Works Director

Public Works Director Fleischhacker stated council is requested to approve a contract for the Lead Service Line Inventory Project, Improvement Project No. 24-20 and corresponding budget amendments. The proposal details the scope of work and estimates the fees to prepare the inventory. Bolton & Menk is in the council-approved engineer consultant pool and has the knowledge and expertise to successfully assist the City through the mandated inventory process. Staff has reviewed this proposal and determined that the fees are justified and reasonable. Staff intends on utilizing a phased approach to the deliverables as described. The records discovery phase is anticipated to provide savings in the latter phases (visual inspection). The EPA requires two congruent identification measures to consider the line positively identified. Records review (phase 1) is the least disruptive to customers and has the potential to move the highest percentage of services off the visual

inspections list. Subsequent future phase costs could be reduced depending on the outcome of record review. Additionally, staff will continue to pursue other methods for completing the inventory, while monitoring any changes to EPA requirements and deadlines. The city's not committed to spending the full amount of the contract or any specific minimum amount.

Moved by Councilmember Fleming, seconded by Councilmember Larson, to adopt a Resolution Authorizing the Mayor and City Manager to Enter into a Contract with Bolton & Menk, Inc. for the Lead Service Line Inventory Project, Improvement Project No. 24-20 and Corresponding Budget Amendments.

Councilmember Massoglia supported an amendment to the motion ensuring the city will not commit to Phase II until the Phase I records were reviewed by city staff.

Moved by Councilmember Massoglia, seconded by Councilmember Larson, to amend the motion to approve Phase I records review only and obtain an EPA update prior to implementation of Phase II.

Mr. Fleischhacker stated this could be done, but there was some risk in doing this. He reported the city only received one response for the RFP and this company has committed to dedicating staff to this work. His concern was that as the summer progresses, if the city was not ready to complete the project, they might send their staff elsewhere.

Councilmember Fleming questioned what would happen if there was not staff to complete this task, given the deadline with the EPA. Mr. Fleischhacker stated he was uncertain because only one contractor reached out to the city. He anticipated everyone who was not inspected by the end of the year would receive a letter from the EPA stating their service line could contain lead. He indicated there has been discussion that fines could be levied against a city for inaction, but this was not totally clear as to what would happen from the EPA. Mr. Loonan advised he has heard the same thing fines were being considered. He emphasized that this motion was to enter into a contract with Bolton & Menk. He stated as amended, the contractor may not be interested in entering into this contract in a phased approach.

Councilmember Massoglia commented it was his understanding the city does not have a minimum spend requirement for the phases. He did not believe the city would have to enter into a new agreement rather he was asking to be briefed prior to entering into Phase II. He stated this would ensure the council was made aware of any changes from the EPA prior to entering Phase II. Mr. Fleischhacker commented this could be done, but he did not know if the city could enter into the contract with this restriction in place.

Mr. Loonan clarified the request was asking for a briefing after Phase I before entering into Phase II.

Councilmember Massoglia reported his request. He stated he had the understanding there was not a minimum spend and the council could pull back at any time. If this was true, he wanted to be briefed after Phase I. Mr. Fleischhacker stated he was uncertain if the contract could be approved as is, with the commitment it would be discussed at a workshop. City Manager Wolfe reported the confusion was with amending the actual contract because this would require negotiations with the contractor. She stated it appears the council would like

to approve the contract and staff would be directed to report back to the council before approving any work beyond the first two tasks.

Councilmember Massoglia explained this was the intention of his amendment.

Amendment motion adopted 6-1 (Councilmember Saroya opposed).

Amended motion adopted unanimously.

11.4. ORD 24-2548 First Reading

Amend Sec. 86-7. Lawn Sprinkler Restrictions.

Sponsors: Nick Fleischhacker, Public Works Director

Mr. Fleischhacker stated based on last year's lawn sprinkling violations, Staff determined that a more effective mechanism is required in order to gain compliance with watering restrictions. The proposed change will also help recover the costs of having our staff performing early morning inspections and numerous followup visits to gain compliance. This updated language will require late payment fees as well as the ability to have late payments certified onto property taxes. In 2023, staff cited nearly 850 violations with 68 repeat violations. Of the repeat violations, 49 were paid. This new ordinance language will increase fines when repeated violations are cited. The first offense is \$25, subsequent offenses increase in \$25 dollar increments with a maximum of \$100 for the 4th offense.

Declared by Mayor Sanders that Ordinance No. 24-2548, "Lawn Sprinkler Restrictions," be introduced and placed on file for second reading at the April 15, 2024 Council meeting.

11.5. 2024-93 Approval of City of Blaine Council Policy for Board/Commission Appointment Process and Structure

Sponsors: Cathy Sorensen, City Clerk

Ms. Sorensen stated council is asked to consider proposed amendments to the council policy for board and commission appointments. The current council policy for board/commission appointments was adopted in 2020 and some amendments are being suggested to help clarify the purpose and structure of each board/commission, appointment process, including interviews, and stipends. The goal is to document the appointment process and structure of these important advisory boards and commissions while still allowing flexibility and help provide structure to the members on expectations, work plans, and meeting schedules. The policy including proposed changes was shared. Council previously saw this draft proposal at the October 2, 2023, workshop.

Moved by Councilmember Robertson, seconded by Councilmember Massoglia, to approve of City of Blaine Council Policy for Board/Commission Appointment Process and Structure.

Councilmember Saroya questioned if the council determines the candidate review and appointment process during each cycle and there is no set process in terms of best practices. She reported her biggest concern was the city did not have an interview process

in place. She commented on how some residents were becoming discouraged because they were not gaining interviews. She wanted the city to create an objective and transparent process moving forward. Ms. Sorensen explained this was something that has been discussed each year about what the best process would be. She indicated the amendments that are being brought forward in the council policy would document that the process would be up to the council each year to make that determination based on the number of applications received, incumbents interested in reappointment, and other factors.

Councilmember Saroya asked if there was a policy in place that ensured nepotism was not occurring. Ms. Sorensen indicated the policy does not address anything like this, but was based currently on council consensus and direction on appointments based on the applications received. She commented on how the city advertised for the positions to get applicants and councilmembers are asked to encourage constituents to apply, adding the city does not have control over who applies.

Councilmember Newland called the question.

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

Motion adopted 6-1 (Councilmember Saroya opposed).

Motion adopted 6-1 (Councilmember Saroya opposed).

11.6. 2024-94 2024 Board and Commission Mayoral Appointments
Sponsors: Cathy Sorensen, City Clerk

Ms. Sorensen stated council is asked to appoint the 2024 board and commission members. Council was asked to review the 18 applications received for appointment and reappointment to various boards and commissions. The goal was to rank the applicants to demonstrate possible consensus and direction on appointments, including the possibility of interviews. Staff stated based on rankings submitted by a majority of council and with current terms expiring April 1, staff is suggesting as an alternative that council could consider reappointing all interested incumbents and appointing new members. Appointments would be for three-year terms and would result in two vacancies on the Natural Resources and Conservation Board and one vacancy on the Traffic Commission. The mayor should announce any proposed reappointment and appointments, after which the full council should confirm by motion, second, and vote.

Moved by Mayor Sanders, seconded by Councilmember Massoglia, to approve the 2024/2025 Board and Commission Mayoral Appointments.

Councilmember Saroya asked if there was a way to support a partial list of reappointments, but not support the appointments. She shared frustrations regarding the appointment process and believed there was a need to interview applicants. She expressed concerns with a lack of diversity on the city's boards and commissions and the need to include more people of color for different perspectives. She commented on how the council would be

appointing someone who she had safety concerns with and was seeking to obtain a restraining order on then referred to past appointment processes with the Fire Board and similar concerns .

Councilmember Fleming requested the chair call the question.

Councilmember Saroya stated she was not done making her comments and had the floor.

Councilmember Massoglia urged Councilmember Saroya to stay on topic and to not be out of order.

Councilmember Saroya asked City Attorney Loonan if she was able to continue to voice her concerns regarding the appointments and reappointments. Mr. Loonan stated the rules require that the discussions points be germane to the issue at hand and that ultimately the determination was made by the chair.

Councilmember Saroya explained she wanted to speak to the pattern and history. She indicated in this instance it appeared the council did not care regarding concerns with the new candidates. She believed the council would be appointing people who do not have core Blaine ethics and values. She feared there was a lack of empathy around this. She reported the city received really great applicants and these applicants were not given a fair chance because there were no interviews, engagement with the candidates or real conversations. She was of the opinion the candidates were expected to be prolific writers and have a perfect resume. She stated this was not reflective of the entire community as some members may speak multiple languages and English is not their first language, others may have a learning disability or not have access to a computer. She reported some people just perform better in person than on a written application and she wanted these individuals to be given a fair chance. She commented this was one of the most diverse pools of candidates she has seen come before the council. She discussed how the city's commissions lack diversity. She explained there were candidates that would have brought an important perspective to the majority white male led commissions. Unfortunately, all of the new appointments were all men. She was concerned the city council was selecting candidates that were not diverse noting this was a huge loss to the community. She commented further on what new candidates could bring to the community. She asked if the new slate of candidates properly reflected Blaine and wondered if they would bring new perspectives and ask the tough questions on behalf of all Blaine residents or would just agree with the mayor and uphold the status quo.

Councilmember Fleming called point of order.

Councilmember Saroya stated she was done with her comments.

Councilmember Larson clarified of the appointments three out of seven were women and four were incumbents. She explained there were three open positions and the city received 18 applications. She indicated it did not seem to be in everyone's best interest to interview 18 applicants for three open spots. She stated for the record she did not know any of the residents being appointed.

Councilmember Massoglia reported for the record that he did not agree with any of

Councilmember Saroya's comments. He stated the insinuation that he was friends with people was insulting. He indicated he did not know any of the applicants except those currently serving then noted he had only spoken with them once or twice. He explained he supported the proposed appointments and suggested the appointment process be further considered at the spring retreat.

Councilmember Saroya stated her reference was specifically to the mayor and asked if the mayor knew the applicants. Mayor Sanders indicated he did not know any of the applicants personally. Councilmember Saroya disagreed with this statement.

Mayor Sanders reiterated that he did not know any of the applicants then noted he did not fill out a recommendation or ranking on purpose but had indicated he would support the consensus of the council regarding the slate of appointments.

Motion adopted 6-1 (Councilmember Saroya opposed).

12. Other Business

None.

13. Adjournment

Moved by Councilmember Massoglia, seconded by Councilmember Robertson, to adjourn the meeting at 10:04PM.

Motion adopted unanimously.



City of Blaine Staff Report

File Number: 2024-106

Agenda Date	Status
April 15, 2024	
In Control	File Type
City Council	Motion

Approval of Consent Agenda: -

Agenda Item # 8.3

Approve 2024-2025 Kennel Licenses

Executive Summary

Council is asked to approve the kennel licenses listed below. These licenses will allow applicants to board, groom and shelter domestic animals in a clean, safe and humane manner.

Background

The following businesses recently submitted online applications to renew their existing kennel license.

Elfie Shea	Christine Rowan
Elfenbein Samoyed Kennels	Stone Mountain Pet Lodge LLC
12339 Radisson Road NE	9935 Radisson Road NE
Blaine, MN 55449	Blaine, MN 55449
Aimee Dickhaus	Thomas Carroll
PetSuites	Blaine Kennels
9983 Ulysses Street NE	10193 Flanders Street NE
Blaine, MN 55434	Blaine, MN 55449

All submitted kennel applications include the applicable fees along with required documents, including the kennel inspection reports. The licensing period for kennels is May 1, 2024 through April 30, 2025.

The licenses are contingent upon the Animal Control Division of the Police Department completing the kennel inspections for the above listed kennels and verifying that no complaints have been received in the past year that would prohibit renewal of the above licenses.

Strategic Plan Relationship

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

Board/Commission Review

N/A

Financial Impact

Issuance of the license, including background investigation, is included in the license fee adopted by city council.

Public Outreach/Input

No public notice is required for this license type.

Staff Recommendation

By motion, approve the kennel licenses listed above.

Attachment List

None



City of Blaine Staff Report

File Number: 2024-107

Agenda Date	Status
April 15, 2024	
In Control	File Type
City Council	Motion

Approval of Consent Agenda: -

Agenda Item # 8.4

Approve 2024-2025 Vending Truck Licenses

Executive Summary

By motion, approve the 2024 kennel licenses.

Background

The following individuals recently submitted applications and required documents to renew their existing vending truck licenses:

- Faysal Hasan, Blaine Anoka Ice Cream
- John Petsuch, The Treat Truck
- Faisal Kazar, Faisal Ice Cream

The Blaine Police Department has conducted background investigations for the above applicants. Issuance of individual licenses is contingent upon meeting all requirements of the license. If approved, the license will be in effect from May 1, 2024– April 30, 2025.

Strategic Plan Relationship

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

Board/Commission Review

N/A

Financial Impact

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

Public Outreach/Input

No public notice is required for this license type.

Staff Recommendation

By motion, approve the vending truck license listed above.

Attachment List

None



City of Blaine Staff Report

File Number: 2024-108

Agenda Date	Status
April 15, 2024	
In Control	File Type
City Council	Motion

Approval of Consent Agenda: -

Agenda Item # 8.5

Approve a Tobacco and Tobacco Products License for Yalla Tobacco LLC, located at 10950 Club West Parkway NE, Suite 180

Executive Summary

Council is asked to approve a tobacco and tobacco products license which will allow the applicant to sell tobacco products.

Background

Muntasir Eisa and Suleman Tahtamoni, applicants, have applied for a tobacco and tobacco products license for Yalla Tobacco LLC, located at 10950 Club West Parkway NE, Suite 180. The applicants have met the licensing requirements by completing all necessary forms and paying associated fees. Blaine Police Department has conducted a background investigation on both applicants and found no reason to deny the license. If approved, the tobacco license will be effective through December 31, 2024.

Strategic Plan Relationship

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

Board/Commission Review

N/A

Financial Impact

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

Public Outreach/Input

No public notice is required for this license type.

Staff Recommendation

By motion, approve a tobacco and tobacco products license for Yalla Tobacco LLC, located at 10950 Club West Parkway NE, Suite 180

Attachment List

None



City of Blaine Staff Report

File Number: 2024-109

Agenda Date	Status
April 15, 2024	
In Control	File Type
City Council	Motion

Approval of Consent Agenda: -

Agenda Item # 8.6

Approve Carnival License for Amusement Attractions at Northtown Mall

Executive Summary

Council is asked to approve a carnival license.

Background

Randy Forcier, Gopher State Expositions, Inc., has submitted an application to hold a carnival at Northtown Mall from May 9 - 19, 2024 from 11AM until 9:30PM weekdays and 4PM until 9:30PM on weekends. The applicant has paid the \$1,200 license fee, submitted a certificate of liability insurance naming the City as additional insured, and all other application materials. A complete site plan required by Fire for review is pending at this time.

A background check for Mr. Forcier has been completed by the Police Department and found no reason to deny. Issuance of the license is contingent upon meeting all requirements of the license. An inspection will be completed by a Fire Inspector during carnival set-up prior to the release of this license.

After further review in response to previous incidents, including one that occurred in 2022, staff is requiring an additional condition that the applicant and/or Northtown Mall arrange for 2 reimbursable police services (RPS) daily, May 9 through May 19 from 5PM - 9PM. Additionally, the Public Safety Department is recommending the carnival end at 9PM daily rather than 10PM. Applicant has agreed to the conditions.

Strategic Plan Relationship

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

Board/Commission Review

N/A

Financial Impact

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

Public Outreach/Input

N/A

Staff Recommendation

By motion, approve a carnival license for Gopher State Expositions, Inc. at Northtown Mall.

Attachment List

None



City of Blaine Staff Report

File Number: 2024-115

Agenda Date	Status
April 15, 2024	
In Control	File Type
City Council	Motion

Approval of Consent Agenda: -

Agenda Item # 8.7

Temporary Liquor License for Invictus Brewing Company for Use at the Adjacent EDA Owned Property

Executive Summary

Council is being asked to approve a temporary on-sale intoxicating liquor license for Invictus Brewing Company at 10550 Nassau Street NE, the EDA owned property that was approved for temporary use by Invictus.

Background

Invictus Brewing will be hosting an anniversary event May 16-19, 2024. They have submitted the State application, appropriate fee, and liquor liability insurance for this event. They will also be applying for a special event license that will be approved administratively.

Strategic Plan Relationship

Special event related licensing relates most closely with the effective communication strategic priority as it allows the city to foster communication and engagement with local civic groups and provides opportunities for the public to gather.

Board/Commission Review

N/A

Financial Impact

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

Public Outreach/Input

No public notice is required for this license type.

Staff Recommendation

By motion, approve a temporary on-sale intoxicating liquor license for Invictus Brewing Company for May 16-19, 2024.

Attachment List

1. Application- Liquor Liability Insurance



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date of organization		Tax exempt number	
Invictus Brewing, LLC		03/18/2018		47-3460917	
Organization Address (No PO Boxes)		City	State	Zip Code	
2025 105th Ave NE		Blaine	Minnesota	55449	
Name of person making application		Business phone		Home phone	
Previn Solberg		763-208-3063		612-723-4090	
Date(s) of event		Type of organization ☐ Microdistillery ☒ Small Brewer			
05/16/2024 - 05/19/2024		☐ Club ☐ Charitable ☐ Religious ☐ Other non-profit			
Organization officer's name		City	State	Zip Code	
Previn Solberg		Blaine	Minnesota	55449	
Organization officer's name		City	State	Zip Code	
			Minnesota		
Organization officer's name		City	State	Zip Code	
			Minnesota		

Location where permit will be used. If an outdoor area, describe.
Lot owned by The City of Blaine located at 10550 Nassau St NE, Blaine, MN 55449. A 40 x 60 tent will be on site. A stage will be set up inside with tables and chairs. A food truck will be outside provided by The Tipsy Steer's catering license.

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.
Invictus Brewing, LLC
2025 105th Ave NE
Blaine, MN 55449

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

Cine.matt. Insurance Companies
\$1,000,000 per event
\$2,000,000 aggregate

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license	Date Approved
Fee Amount	Permit Date
Event in conjunction with a community festival ☐ Yes ☐ No	City or County E-mail Address
Current population of city	

Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event
No Temp Applications faxed or mailed. Only emailed.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



INVIBRE-01

ECLAUSEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Moore's Insurance Management, Inc.
PO Box 18120
Minneapolis, MN 55448

CONTACT NAME: Erika Clausen

PHONE (A/C, No, Ext): (651) 255-6879

FAX (A/C, No): (651) 255-6801

E-MAIL ADDRESS: eclausen@mooresinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Cincinnati Insurance Companies

10677

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

Invictus Brewing, LLC dba Invictus Brewing Company
11981 Midway St NE
Blaine, MN 55449

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		ETD0704123	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 0	X		ETD0704123	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			ETD0704123	1/1/2024	1/1/2025	Each Common Cause \$ 1,000,000
A	Liquor Liability			ETD0704123	1/1/2024	1/1/2025	Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Liquor liability policy is continuous until cancelled.

City of Blaine is included as an additional insured in accordance with the General Liability policy terms and conditions.

30 day notice of cancellation applies, except for cancellation due to non-payment.

Coverage extends to outdoor patio.

CERTIFICATE HOLDER

City of Blaine - City Clerk
10801 Town Square Drive
Blaine, MN 55449

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



City of Blaine Staff Report

File Number: RES 24-75

Agenda Date	Status
April 15, 2024	
In Control	File Type
City Council	Resolution

Approval of Consent Agenda: - Sheila Sellman, City Planner

Agenda Item # 8.8

Resolution Releasing Lots 2 and 3, Block 1, Cloverleaf Commons Second Addition from Recorded Development Agreement (Case File No. 24-0025/SLK)

Executive Summary

The applicant is requesting to release Lots 2 and 3, Block 1, Cloverleaf Commons Second Addition from the recorded development agreement.

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 Lots 2 and 3, Block 1 Cloverleaf Commons Second Addition from the recorded development agreement for Cloverleaf Commons.

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 to 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 24-75

Resolution Releasing Lots 2 and 3, Block 1, Cloverleaf Commons Second Addition from Recorded Development Agreement (Case File No. 24-0025/SLK)

WHEREAS, Lots 2 and 3, Block 1, CLOVERLEAF COMMONS SECOND ADDITION, is subject to recorded Development Agreements and;

WHEREAS, the property owner has requested the City to release said lots from the recorded development agreement recorded as Document No. 1996914.001 (recorded November 2, 2007) 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:

Lots 2 and 3, Block 1, CLOVERLEAF COMMONS SECOND ADDITION

PASSED by the City Council of the City of Blaine this 15th day of April, 2024.



Signed by

Tim Sanders, Mayor

Signed by

Cathy Sorensen, CMC, City Clerk

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:

Lots 2 and 3, Block 1, Cloverleaf Commons Second Addition

from all claims and liens under the certain Development Contract executed by KTJ Limited Partnership One Hundred Thirty-Five, a Minnesota Limited Partnership, owner and subdivider, to the CITY OF BLAINE, filed or recorded in the Records Office in and for said County as Document No. 1996914.001Abstract (recorded November 2, 2007), covering the above-described parcel.

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 15th day of April, 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 15th day of April, 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: 2024-110

Agenda Date	Status
April 15, 2024	
In Control	File Type
City Council	Motion

Approval of Consent Agenda: - Jason Zimmerman, Finance Director

Agenda Item # 8.9

Motion to Approve a Five-Year Agreement with Comcast Business for Internet Service

Executive Summary

The city's current Internet Service Provider supplies a one gigabit shared connection with over 20 other government agencies at a cost of \$2,942 per month. After soliciting quotes, staff is recommending transitioning this service to Comcast Business, as the city will receive a two gigabit dedicated connection at a cost of \$1,380 monthly with a 61-month contract.

Background

When the city began utilizing Metro-INET as its Internet Service Provider (ISP) in 2014, the cost was \$665 per month. In 2017, the city expanded its use of Metro-INET to include NetMotion Mobility Services in police squad cars to provide a highly secure connection to access criminal justice information systems data. By 2023, Metro-INET was charging the city over \$3,000 per month for service. In December 2023, in an effort to decrease costs and improve security, all police squad cars were transitioned to an internal NetMotion system hosted and managed by Blaine IT. With this reduction in services, the monthly Metro-INET bill for 2024 was only reduced by \$89 or to \$2,942 per month for internet access only. In addition to cost, the city's connection speed with Metro-INET is one gigabit (GB) which is shared with over 20 other agencies receiving internet access from Metro-INET. Due to the capacity of the existing system, there have been situations in which the bandwidth was not sufficient for Blaine's operations.

After soliciting quotes from three different vendors, staff is recommending moving internet provider services from Metro-INET to Comcast Business. In addition to providing the most competitive pricing, surveys of other Minnesota cities ranked Comcast best in terms of reliability and overall customer satisfaction. The agreement with Comcast Business will provide a dedicated (not shared) two GB fiber internet connection for \$1,380 monthly, resulting in a savings of nearly \$19,000 a year compared to the city's current ISP. The proposed contract requires the city to enter into a 61-month term, bringing the total cost to \$84,180. The transition will require staff to overlap service providers for up to two months

during the conversion to ensure a secure migration with minimal downtime.

Vendor	Internet Bandwidth	Monthly Price
Comcast Business	2 GB	\$1,380
Zayo	2 GB	\$1,432
Lumen	1 GB	\$1,420

Strategic Plan Relationship

Reliable internet service ensures continuity of daily business activity and limited downtime of critical software and systems.

Board/Commission Review

N/A

Financial Impact

The contract with Comcast Business will result in a savings of \$1,562 per month compared to the current service agreement. The funding/budget for this service comes from the Information Technology subdivision of the General Fund.

Public Outreach/Input

N/A

Staff Recommendation

By motion, authorize the Mayor and City Manager to enter into a 61-month contract with Comcast Business in the amount of \$84,810 for internet service.

Attachment List

1. Comcast Internet Service Provider Contract

COMCAST
BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

Page 1 of 7

MSA ID#: MN-27833720-surqu

SO ID#: MN-27833720-surqu-26031612

Account Name: City of Blaine

CUSTOMER INFORMATION (for notices)

Primary Contact: Paul Grosse

Title:

Address 1: 10801 Town Square Drive NE

Address 2:

City: Blaine

State: MN

Zip: 55449

Phone: (763) 717-2752

Cell:

Fax:

Email: pgrosse@blainemn.gov

Billing Account Name: City of Blaine

Billing Name (3rd Party Accounts):

Billing Contact: Paul Grosse

Title:

Phone: (763) 717-2752

Cell:

Fax:

Email: pgrosse@blainemn.gov

INVOICE ADDRESS

Address 1: 10801 Town Square Drive NE

Address 2:

City: Blaine

State: MN

Zip Code: 55449

Tax Exempt: Yes

* If Yes, please provide and attach all applicable tax exemption certificates

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): 61

SUMMARY OF SERVICE CHARGES*

Current Monthly Recurring Charges: \$0.00

Current Trunk Services Monthly Recurring Charges: \$0.00

Total Current Monthly Recurring Charges (all Services): \$0.00

Change Monthly Recurring Charges: \$1,380.00

Change Trunk Services Monthly Recurring Charges: \$0.00

Change Monthly Recurring Charges (all Services): \$1,380.00

Total Monthly Recurring Charges: \$1,380.00

Change Trunk Services Monthly Recurring Charges: \$0.00

Total Monthly Recurring Charges (all Services): \$1,380.00

SUMMARY OF STANDARD INSTALLATION FEES*

Total Standard Installation Fees: \$0.00

Total Trunk Services Standard Installation Fees: \$0.00

Total Standard Installation Fees (all Services): \$0.00

SUMMARY OF CUSTOM INSTALLATION FEES*

Total Custom Installation Fee: \$0.00

SUMMARY OF MONTHLY EQUIPMENT FEES*

Current Services Equipment Fee Monthly Recurring Charges: \$0.00

Current Trunk Services Equipment Fee Monthly Recurring Charges: \$0.00

Current Equipment Fee Monthly Recurring Charges (All Services): \$0.00

Change Services Equipment Fee Monthly Recurring Charges: \$0.00

Change Trunk Services Equipment Fee Monthly Recurring Charges: \$0.00

Change Equipment Fee Monthly Recurring Charges (All Services): \$0.00

Total Service Equipment Fee Monthly Recurring Charges: \$0.00

Total Trunk Service Equipment Fee Monthly Recurring Charges: \$0.00

Total Equipment Fee Monthly Recurring Charges (All Services): \$0.00

*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in installation due to an Engineering Review may result in changes to the Custom and/or Standard Installation Fees payable by Customer.

GENERAL COMMENTS

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <http://business.comcast.com/terms-conditions-ent>, (the "Agreement") . Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

By purchasing Comcast voice services, you are giving Comcast Business permission to request a copy of the Customer Service Record(s) from your existing carrier(s). Customer Service Records include the telephone numbers listed on the account(s) and may also include information related to services provided by such carrier(s).

COMPANY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THIS 911 NOTICE:

Your Comcast Business Voice Services set forth in this Sales Order (the "Voice Services") have the following 911 limitations:

In order for 911 calls to be properly directed to emergency services using the Voice Services, Customer must provide and maintain the correct service address information ("Registered Service Location") for each telephone number and extension used by Customer. The Registered Service Location should also include information such as floor and office number as appropriate.

If the Voice Services are moved to, or used in, a different location without Customer providing an updated Registered Service Location, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or the Voice Services (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed, may increase these risks.

Customer is solely responsible for programming its telephone system to map each telephone number and extension to the correct location, and for updating the telephone system as necessary to reflect moves or additions of stations.

Customer 911 calls may be sent to an emergency call center where an agent will ask for the caller's name, telephone number, and location, and then will contact the local emergency authority.

The Voice Services use electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if back-up power is not installed, fails, or is exhausted. Voice Services that rely on a broadband connection may also be interrupted if the broadband service fails.

Calls using the Voice Services, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network equipment and/or power failure, a broadband connection failure, or another technical problem.

Failure by Customer to make updates to the Registered Service Location, including updates to restore service address to the original Registered Service Location, or failure to allot sufficient time for the Service Location update provisioning to complete may result in emergency services being dispatched to the incorrect Service Location.

Customers should call Comcast at 800-741-4141 if they have any questions or need to update the Registered Service Location in the E911 system.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICES.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (by authorized representative)

Signature:

Name:

Title:

Date:

COMCAST USE ONLY (by authorized representative)

Signature:

Name:

Title:

Date:

Sales Rep: Daniel Swiderski

Sales Rep E-Mail: daniel_swiderski2@comcast.com

Region: Twin Cities

Division: West

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COMCAST ENTERPRISE SERVICES SALES ORDER FORM
SERVICES AND PRICING

Account Name:

City of Blaine

Date:

2/27/2024

MSA ID#:

MN-27833720-surqu

SO ID#:

MN-27833720-surqu-26031612

Short Description of Service:

Service Term:

61 MONTHS

PAGE 2 of 7

PAGE 2 of 7							Solution Charges			
Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
001	New	Add	EDI - Bandwidth	2000 Mbps	10801 TOWN SQUARE DR NE-Cit	-	Interstate	1	\$1,325.00	\$0.00
002	New	Add	EDI - Network Interface - 10 Gig	Port	10801 TOWN SQUARE DR NE-Cit	-	Interstate	1	\$0.00	\$0.00
003	New	Add	IPv4 Static Address Block /27 (30)	Static IP	10801 TOWN SQUARE DR NE-Cit	-	Interstate	1	\$55.00	\$0.00
004	-	-	-	-	-	-	-	-	\$0.00	\$0.00
005	-	-	-	-	-	-	-	-	\$0.00	\$0.00
006	-	-	-	-	-	-	-	-	\$0.00	\$0.00
007	-	-	-	-	-	-	-	-	\$0.00	\$0.00
008	-	-	-	-	-	-	-	-	\$0.00	\$0.00
009	-	-	-	-	-	-	-	-	\$0.00	\$0.00
010	-	-	-	-	-	-	-	-	\$0.00	\$0.00
011	-	-	-	-	-	-	-	-	\$0.00	\$0.00
012	-	-	-	-	-	-	-	-	\$0.00	\$0.00
013	-	-	-	-	-	-	-	-	\$0.00	\$0.00
014	-	-	-	-	-	-	-	-	\$0.00	\$0.00
015	-	-	-	-	-	-	-	-	\$0.00	\$0.00
016	-	-	-	-	-	-	-	-	\$0.00	\$0.00
017	-	-	-	-	-	-	-	-	\$0.00	\$0.00
018	-	-	-	-	-	-	-	-	\$0.00	\$0.00
019	-	-	-	-	-	-	-	-	\$0.00	\$0.00
020	-	-	-	-	-	-	-	-	\$0.00	\$0.00
021	-	-	-	-	-	-	-	-	\$0.00	\$0.00
022	-	-	-	-	-	-	-	-	\$0.00	\$0.00
023	-	-	-	-	-	-	-	-	\$0.00	\$0.00
024	-	-	-	-	-	-	-	-	\$0.00	\$0.00
025	-	-	-	-	-	-	-	-	\$0.00	\$0.00
026	-	-	-	-	-	-	-	-	\$0.00	\$0.00
027	-	-	-	-	-	-	-	-	\$0.00	\$0.00
028	-	-	-	-	-	-	-	-	\$0.00	\$0.00
029	-	-	-	-	-	-	-	-	\$0.00	\$0.00
030	-	-	-	-	-	-	-	-	\$0.00	\$0.00
031	-	-	-	-	-	-	-	-	\$0.00	\$0.00
032	-	-	-	-	-	-	-	-	\$0.00	\$0.00
033	-	-	-	-	-	-	-	-	\$0.00	\$0.00
034	-	-	-	-	-	-	-	-	\$0.00	\$0.00
035	-	-	-	-	-	-	-	-	\$0.00	\$0.00
036	-	-	-	-	-	-	-	-	\$0.00	\$0.00
037	-	-	-	-	-	-	-	-	\$0.00	\$0.00
038	-	-	-	-	-	-	-	-	\$0.00	\$0.00
039	-	-	-	-	-	-	-	-	\$0.00	\$0.00
040	-	-	-	-	-	-	-	-	\$0.00	\$0.00
041	-	-	-	-	-	-	-	-	\$0.00	\$0.00
042	-	-	-	-	-	-	-	-	\$0.00	\$0.00
043	-	-	-	-	-	-	-	-	\$0.00	\$0.00
044	-	-	-	-	-	-	-	-	\$0.00	\$0.00
045	-	-	-	-	-	-	-	-	\$0.00	\$0.00
046	-	-	-	-	-	-	-	-	\$0.00	\$0.00
047	-	-	-	-	-	-	-	-	\$0.00	\$0.00
048	-	-	-	-	-	-	-	-	\$0.00	\$0.00
049	-	-	-	-	-	-	-	-	\$0.00	\$0.00
050	-	-	-	-	-	-	-	-	\$0.00	\$0.00
* Services Location Details attached									Charges are Exclusive of Equipment Fees	
PAGE 2 SUBTOTAL:									\$1,380.00	\$0.00

* Services Location Details attached Charges are Exclusive of Equipment Fees



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: City of BlaineDate: 2/27/2024MSA ID#: MN-27833720-surquSO ID#: MN-27833720-surqu-26031612**PAGE 3 of 7****Solution Charges**

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
051	-	-	-		-	-			\$0.00	\$0.00
052	-	-	-		-	-			\$0.00	\$0.00
053	-	-	-		-	-			\$0.00	\$0.00
054	-	-	-		-	-			\$0.00	\$0.00
055	-	-	-		-	-			\$0.00	\$0.00
056	-	-	-		-	-			\$0.00	\$0.00
057	-	-	-		-	-			\$0.00	\$0.00
058	-	-	-		-	-			\$0.00	\$0.00
059	-	-	-		-	-			\$0.00	\$0.00
060	-	-	-		-	-			\$0.00	\$0.00
061	-	-	-		-	-			\$0.00	\$0.00
062	-	-	-		-	-			\$0.00	\$0.00
063	-	-	-		-	-			\$0.00	\$0.00
064	-	-	-		-	-			\$0.00	\$0.00
065	-	-	-		-	-			\$0.00	\$0.00
066	-	-	-		-	-			\$0.00	\$0.00
067	-	-	-		-	-			\$0.00	\$0.00
068	-	-	-		-	-			\$0.00	\$0.00
069	-	-	-		-	-			\$0.00	\$0.00
070	-	-	-		-	-			\$0.00	\$0.00
071	-	-	-		-	-			\$0.00	\$0.00
072	-	-	-		-	-			\$0.00	\$0.00
073	-	-	-		-	-			\$0.00	\$0.00
074	-	-	-		-	-			\$0.00	\$0.00
075	-	-	-		-	-			\$0.00	\$0.00
076	-	-	-		-	-			\$0.00	\$0.00
077	-	-	-		-	-			\$0.00	\$0.00
078	-	-	-		-	-			\$0.00	\$0.00
079	-	-	-		-	-			\$0.00	\$0.00
080	-	-	-		-	-			\$0.00	\$0.00
081	-	-	-		-	-			\$0.00	\$0.00
082	-	-	-		-	-			\$0.00	\$0.00
083	-	-	-		-	-			\$0.00	\$0.00
084	-	-	-		-	-			\$0.00	\$0.00
085	-	-	-		-	-			\$0.00	\$0.00
086	-	-	-		-	-			\$0.00	\$0.00
087	-	-	-		-	-			\$0.00	\$0.00
088	-	-	-		-	-			\$0.00	\$0.00
089	-	-	-		-	-			\$0.00	\$0.00
090	-	-	-		-	-			\$0.00	\$0.00
091	-	-	-		-	-			\$0.00	\$0.00
092	-	-	-		-	-			\$0.00	\$0.00
093	-	-	-		-	-			\$0.00	\$0.00
094	-	-	-		-	-			\$0.00	\$0.00
095	-	-	-		-	-			\$0.00	\$0.00
096	-	-	-		-	-			\$0.00	\$0.00
097	-	-	-		-	-			\$0.00	\$0.00
098	-	-	-		-	-			\$0.00	\$0.00
099	-	-	-		-	-			\$0.00	\$0.00
100	-	-	-		-	-			\$0.00	\$0.00
101	-	-	-		-	-			\$0.00	\$0.00
102	-	-	-		-	-			\$0.00	\$0.00
* Services Location Details attached Charges are Exclusive of Equipment Fees PAGE 3 SUBTOTAL:									\$0.00	\$0.00

COMCAST

BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name:

City of Blaine

MSA ID#:

MN-27833720-surqu

Date:

2/27/2024

SO ID#:

MN-27833720-surqu-26031612

PAGE 4 of 7

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Solution Charges	
									Monthly	One-Time
103	-	-	-		-	-			\$0.00	\$0.00
104	-	-	-		-	-			\$0.00	\$0.00
105	-	-	-		-	-			\$0.00	\$0.00
106	-	-	-		-	-			\$0.00	\$0.00
107	-	-	-		-	-			\$0.00	\$0.00
108	-	-	-		-	-			\$0.00	\$0.00
109	-	-	-		-	-			\$0.00	\$0.00
110	-	-	-		-	-			\$0.00	\$0.00
111	-	-	-		-	-			\$0.00	\$0.00
112	-	-	-		-	-			\$0.00	\$0.00
113	-	-	-		-	-			\$0.00	\$0.00
114	-	-	-		-	-			\$0.00	\$0.00
115	-	-	-		-	-			\$0.00	\$0.00
116	-	-	-		-	-			\$0.00	\$0.00
117	-	-	-		-	-			\$0.00	\$0.00
118	-	-	-		-	-			\$0.00	\$0.00
119	-	-	-		-	-			\$0.00	\$0.00
120	-	-	-		-	-			\$0.00	\$0.00
121	-	-	-		-	-			\$0.00	\$0.00
122	-	-	-		-	-			\$0.00	\$0.00
123	-	-	-		-	-			\$0.00	\$0.00
124	-	-	-		-	-			\$0.00	\$0.00
125	-	-	-		-	-			\$0.00	\$0.00
126	-	-	-		-	-			\$0.00	\$0.00
127	-	-	-		-	-			\$0.00	\$0.00
128	-	-	-		-	-			\$0.00	\$0.00
129	-	-	-		-	-			\$0.00	\$0.00
130	-	-	-		-	-			\$0.00	\$0.00
131	-	-	-		-	-			\$0.00	\$0.00
132	-	-	-		-	-			\$0.00	\$0.00
133	-	-	-		-	-			\$0.00	\$0.00
134	-	-	-		-	-			\$0.00	\$0.00
135	-	-	-		-	-			\$0.00	\$0.00
136	-	-	-		-	-			\$0.00	\$0.00
137	-	-	-		-	-			\$0.00	\$0.00
138	-	-	-		-	-			\$0.00	\$0.00
139	-	-	-		-	-			\$0.00	\$0.00
140	-	-	-		-	-			\$0.00	\$0.00
141	-	-	-		-	-			\$0.00	\$0.00
142	-	-	-		-	-			\$0.00	\$0.00
143	-	-	-		-	-			\$0.00	\$0.00
144	-	-	-		-	-			\$0.00	\$0.00
145	-	-	-		-	-			\$0.00	\$0.00
146	-	-	-		-	-			\$0.00	\$0.00
147	-	-	-		-	-			\$0.00	\$0.00
148	-	-	-		-	-			\$0.00	\$0.00
149	-	-	-		-	-			\$0.00	\$0.00
150	-	-	-		-	-			\$0.00	\$0.00
151	-	-	-		-	-			\$0.00	\$0.00
152	-	-	-		-	-			\$0.00	\$0.00
153	-	-	-		-	-			\$0.00	\$0.00

* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 4 SUBTOTAL:

\$0.00

\$0.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 2/27/2024 MSA ID#: MN-27833720-surqu SO ID#: MN-27833720-surqu-26031612 Account Name: City of Blaine

PAGE 5 of 7

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
1	10801 TOWN SQUARE DR #	10801 TOWN SQUARE DR NE		Minneapolis	MN	55449	\$0.00	Paul Grosse	(763) 717-2752	pgrosse@blainmn.gov	
2	-										
3	-										
4	-										
5	-										
6	-										
7	-										
8	-										
9	-										
10	-										
11	-										
12	-										
13	-										
14	-										
15	-										
16	-										
17	-										
18	-										
19	-										
20	-										
21	-										
22	-										
23	-										
24	-										
25	-										
26	-										
27	-										
28	-										
29	-										
30	-										
31	-										
32	-										
33	-										
34	-										
35	-										
36	-										
37	-										



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 2/27/2024 MSA ID#: MN-27833720-surqu SO ID#: MN-27833720-surqu-26031612 Account Name: City of Blaine

PAGE 6 of 7

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
38	-										
39	-										
40	-										
41	-										
42	-										
43	-										
44	-										
45	-										
46	-										
47	-										
48	-										
49	-										
50	-										
51	-										
52	-										
53	-										
54	-										
55	-										
56	-										
57	-										
58	-										
59	-										
60	-										
61	-										
62	-										
63	-										
64	-										
65	-										
66	-										
67	-										
68	-										
69	-										
70	-										
71	-										
72	-										
73	-										
74	-										
75	-										
76	-										
77	-										
78	-										
79	-										
80	-										

COMCAST

BUSINESS

COMCAST TRUNK SERVICES SALES ORDER FORM

SUMMARY OF TRUNK SERVICES AND PRICING

Date: 2/27/2024

MSA ID#: MN-27833720-surqu

SO ID#: MN-27833720-surqu-26031612

Account Name: City of Blaine

Service Term: 61 MONTHS

PAGE 7 of 7

Site	Location Name/Site ID	# Full PRI	# Fractional PRI	# Additional Channels PORT 1	# Additional Channels PORT 2	# Additional Channels PORT 3	# Additional Channels PORT 4	# Additional Channels PORT 5	# Additional Channels PORT 6	# Additional Channels PORT 7	# Additional Channels PORT 8	SIP Trunk CCS	# of 1 TN Blocks	# of 20 TN Blocks	# of 100 TN Blocks	# of 200 TN Blocks	# of 500 TN Blocks	# of 1000 TN Blocks	# of RCF TNs	# of Toll Free #'s	# of Trunk Groups	# of Trunk Groups with DNIS	Monthly Call Detail Record	Existing Customer	Existing Customer MRC	Existing Customer Equip Fee MRC	Total Customer MRC	Solution Charges		
																												Incremental Monthly Equipment Fee	Incremental Monthly Recurring Charges	Standard Installation Fees
1																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
19																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
22																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
26																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
28																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
29																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
30																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
31																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
32																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
33																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
34																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
35																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
36																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
37																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Page 7 Total:																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



City of Blaine Staff Report

File Number: RES 24-76

Agenda Date	Status
April 15, 2024	
In Control	File Type
City Council	Motion

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

Agenda Item # 8.10

Resolution to Approve Joint Powers Agreement No. C0010479 with Anoka County for New Signal Construction and Street Improvements at Lexington Avenue (CSAH 17) and 122nd Avenue NE

Executive Summary

Anoka County identified the intersection of Lexington Avenue (CSAH 17) and 122nd Avenue NE as needing a traffic signal. The signal requires a Joint Powers Agreement (JPA) between Anoka County and Blaine. Plans have been prepared and the project can move forward as proposed to construct the traffic control signal system and related road improvements. Construction is scheduled for the summer of 2024.

Background

The county has completed an Intersection Control Evaluation Report (ICE). The study analyzes various scenarios and intersection options and concludes that a signalized intersection meets warrants and would address the existing and future traffic needs. In addition to the traffic control system at CSAH 17 (Lexington Ave NE) at 122nd Avenue, the project will include lengthening an existing turn lane along northbound Lexington Ave, adding a northbound turn lane on 122nd Avenue (east of Lexington Ave), and constructing approximately 50 feet of 122nd Avenue to the west of Lexington Ave.

Staff worked with Anoka County to prepare a JPA based on current cost sharing standards of similar projects within the county. In general, each entity is responsible for street construction costs for its legs of the intersection, while the traffic signal construction costs will be 75% City cost and 25% County cost. The JPA also indicates the standard future maintenance obligations of the city, which include luminaries and EVP systems on traffic signals, and initial and ongoing electrical costs for the traffic signal. Blaine will be invoiced by the county for this maintenance for their share. Blaine will be solely responsible for the maintenance (including future replacement) of the sidewalk at the intersection.

Per the JPA, the City of Blaine's participation in construction is estimated at \$568,865.52. 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.

Strategic Plan Relationship

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

Board/Commission Review

N/A

Financial Impact

This improvement was identified in the 2024 Capital Improvement Program at a cost of \$247,500. The cost as assigned in the JPA to the city of Blaine is \$568,865. The cost for Blaine's portion of the project is eligible to use Municipal State Aid funds and there are sufficient funds to cover these costs.

Public Outreach/Input

N/A

Staff Recommendation

Approve the following resolution.

Attachment List

1. C0010479_JPA_Final



City of Blaine

Signature Copy

Resolution: RES 24-76

Resolution to Approve Joint Powers Agreement No. C0010479 with Anoka County for New Signal Construction and Street Improvements at Lexington Avenue (CSAH 17) and 122nd Avenue NE

WHEREAS, the County of Anoka and the City of Blaine desire to jointly construct a signal at the intersection at County State Aid Highway (CSAH) 17 (Lexington Avenue) and 122nd Avenue 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 to provide for the construction of a signal system at CSAH 17 (Lexington Avenue) and 122nd Avenue NE for the joint exercise of powers common to each; and

WHEREAS, said Agreement details the responsibilities of the County of Anoka and the City of Blaine 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. C0010479 between the County of Anoka and the City of Blaine with regard to the construction of a signal system at the intersection of CSAH 17 (Lexington Avenue) and 122nd Avenue 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 15th day of April, 2024.



Signed by

Tim Sanders, Mayor

Signed by

Cathy Sorensen, CMC, City Clerk

**JOINT POWERS AGREEMENT
FOR THE CONSTRUCTION OF A SIGNAL ON
COUNTY STATE AID HIGHWAY 17 AT 122ND AVE NE
IN THE CITY OF BLAINE, MN
(SAP 002-617-028, SAP 106-020-039, SAP 106-143-001)**

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", and the City of Blaine, 10801 Town Square Dr NE, Blaine, MN 55449, hereinafter referred to as "City".

WITNESSETH

WHEREAS, the parties to this agreement agree it is in the best interest of the traveling public to construct a signal on County State Aid Highway 17 (Lexington Ave) at 122nd Ave NE and,

WHEREAS, said parties mutually agree that a signal is needed at County State Aid Highway 17 (CSAH 17) at 122nd Ave NE; and,

WHEREAS, the County has prepared preliminary design plans for the construction of a signal on CSAH 17 at 122nd Ave 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 17 at 122nd Ave NE and,

WHEREAS, the City of Blaine has jurisdiction over 122nd Ave NE and,

WHEREAS, the parties agree that it is in their best interest 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 constructing road improvements, drainage and traffic control system as well as other utilities on CSAH 17 (Lexington Ave NE) at 122nd Ave; as described in the preliminary design plans. The County project number for the construction is SAP 002-617-028 and the City project numbers are SAP 106-020-039 & SAP 106-143-001. 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 State Aid Project No. 002-617-028 on CSAH 17 at 122nd Ave NE 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 January 30, 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 Anoka County Project SAP 002-617-028, City project numbers are SAP 106-020-039 & SAP 106-143-001.

IMPROVEMENTS:

It is agreed by the parties that in 2024, a signal system at the intersection of CSAH 17 and 122nd Avenue NE will be constructed to the extent shown in "Exhibit A". Improvements include, but are not limited to: traffic signal construction, turn lanes, concrete curb and gutter, storm sewer, bituminous trail and concrete sidewalk.

INTERSECTIONS:

As agreed by the parties, improvements to the following intersections have been incorporated in the Exhibit "A" Layout design:

CSAH 17 / 122nd Ave NE: Signal

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 the City. It is agreed by the parties that all necessary right of way and easements will be in legal possession of the County prior to acceptance of bids for the project. Any City owned property or easements required for the construction will be conveyed to the County at no cost.

TRAFFIC SIGNALS:

The parties agree that a traffic control signal system at the CSAH 17 and 122nd Ave NE intersection will be constructed with this project. The parties agree that the cost of the construction of this signal shall be standard County cost share; with 100% of the EVP reconstruction costs and 75% of the traffic signal cost to the City, and 25% of the traffic signal cost to the County.

Following the construction, the ongoing traffic signal maintenance at the CSAH 17 and 122nd Ave NE intersection will be consistent with Anoka County warranted traffic signal maintenance practices, with the County 100% responsible for all ongoing traffic signal maintenance, the City reimbursing the County 100% for all ongoing EVP maintenance, the City 100% responsible for all luminaire maintenance, and 100% responsible for the ongoing supply of electrical power for the traffic signal system.

If the Signal Justification Report (SJR) is not approved by MnDOT, the City may elect to construct the signal at 100% City cost (including design costs). The cost share and ongoing traffic signal maintenance at the CSAH 17 and 122nd Ave NE intersection would be consistent with Anoka County non-warranted

traffic signal installation maintenance practices, with the County responsible for all traffic signal and EVP maintenance on a 100% reimbursable basis with the City (billed quarterly for 100% of all incurred costs), the City 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 the City will be responsible for the cost to construct the sidewalk where no sidewalk exists and the County will be responsible for the cost at the signal pedestrian ramps where sidewalk currently exists with the exception sidewalk east of the pedestrian ramp along the north side of the 122nd Ave will be the City's responsibility. This sidewalk location has been agreed to by the City. If this location changes in the future, the additional costs associated with this change will be the responsibility of the City.

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 also pays 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.

BITUMINOUS TRAIL:

The parties understand that the cost for the trail includes: bituminous surfacing, aggregate base, excavation (including muck excavation), borrow material (granular and topsoil), and turf establishment. The parties agree that the County will pay for the design of the trail, wetland mitigation required by impacts caused by the trail, the additional right of way and easements required to construct the trail at the proper location, and any removal items required to reconstruct the trail.

TRAFFIC CONTROL:

The parties understand and agree that CSAH 17 will not be closed to thru traffic during construction. The parties agree and understand the cost share for traffic control for the city shall be a prorated share based on the city project cost 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% project cost with the cost of any upgrades requested by the City, including concrete aprons, to be the sole responsibility of the City.

UTILITIES:

The parties agree that the Exhibit "A" Layout does not include specific proposed utility locations, as those will be determined during later stages of the design process. The City will be responsible for the design of any sanitary sewer and water main improvements and/or relocations due to road reconstruction, which

will be incorporated into the project bid documents. The cost of the design of these features shall be the responsibility of the City.

PERMITS:

The parties agree that the County will secure all necessary permits for this Project. The City agrees to coordinate with the County in securing the permits required by the Rice Creek Watershed District, city permits, as well as any other permits that may be required. The County also requests that the 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 \$1,004,295.50.

The total estimated construction cost to the City is \$505,894.00.

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

The City participation in construction engineering will be at a rate of eight percent (8%) of their designated construction share of \$505,894.00. The estimated cost to the City for construction engineering is \$40,471.52. The estimated cost for the County furnished signal cabinet is \$22,500.00. In summary, the total City share of this project is **\$568,865.52** (includes construction, construction engineering and County furnished signal cabinet costs). (see summary below)

$\$505,894.00 + 40,147.52 + \$22,500.00 = \$568,865.52$

Upon award of the contract, the City 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 **\$540,422.24**. 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 the City at the time of billing. The City'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, the City'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 the City's share. Also, the remaining five percent (5%) of the City's portion of the construction costs shall be paid.

The County agrees to submit to the City 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 or City 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 the City 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

The City 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 17 traffic control signal systems including any necessary extension of power lines. The City 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 signals shall be the sole cost and expense of the City.

IX. MAINTENANCE

- A. Maintenance of the completed watermain, sanitary sewer, storm sewer (except catch basins and catch basin leads), and detention basins (including ponds and their outlet structures and grit chambers/collectors) shall be the sole obligation of the City.
- B. Maintenance of the reconstructed bituminous trail on the shall be the responsibility of the City. The City shall be responsible for general routine maintenance, such as sweeping, clearing, plowing, trash removal and other incidental items. The City shall be responsible for long-term maintenance, such as bituminous overlays, crack sealing and replacement. Trail signage will be provided by and maintained by the County Parks and Recreation Department.
- C. Maintenance of the sidewalk at the intersection shall be the responsibility of the City. The City shall be responsible for general routine maintenance, such as sweeping, clearing, plowing, trash removal and other incidental items. The City shall be responsible for long-term maintenance, such as crack sealing and replacement.
- D. Maintenance of crosswalk pavement markings shall be the responsibility of the City and the County. The County will be responsible for the maintenance of the crosswalk pavement marking for the crossings at the signalized intersections. The City will be responsible for all crosswalk pavement markings for any trail/sidewalk crossings at all city streets.

- E. Maintenance of streetlights and cost of electrical power to the streetlights shall be the sole obligation of the City. The City will be responsible for long-term maintenance and replacement of the complete street light system including items such as: poles, fixtures, luminaires, and control cabinets.
- F. Maintenance of the completed traffic control signal and signal equipment at the intersection of CSAH 17 and 122nd Ave shall be the sole obligation of the County.
- G. 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.
- H. Painting of the traffic signal shall be the sole obligation of the County. Any variation of painting color standards will be billed to the City.
- I. Timing of the completed traffic control signal shall be determined by the County.
- J. Only the County shall have access to the controller cabinets.
- K. The traffic control signals shall be the property of the County.
- L. The City shall be responsible for maintenance of the luminaries, luminaire relamping, and luminaire painting.
- M. All maintenance of the EVP System shall be completed by the County. The City shall be billed by the County on a quarterly basis for all incurred costs.
- N. 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. The City 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.
- O. Malfunctions of the EVP System shall be immediately reported to the County.
- P. All timing of said EVP System shall be determined by the County.
- Q. 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 the City, 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,

and to the City Administrator of Blaine, 10801 Town Square Dr NE, Blaine, MN 55449, on behalf of the City.

XI. INDEMNIFICATION

The City 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

CITY OF BLAINE

By: _____
Dee Guthman
Interim County Administrator

By: _____
Tim Sanders
Mayor

Dated: _____

By: _____
Michelle A. Wolfe
City Manager

Dated: _____

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

LEGEND

PROPOSED ROADWAY

CURB AND GUTTER/MEDIAN

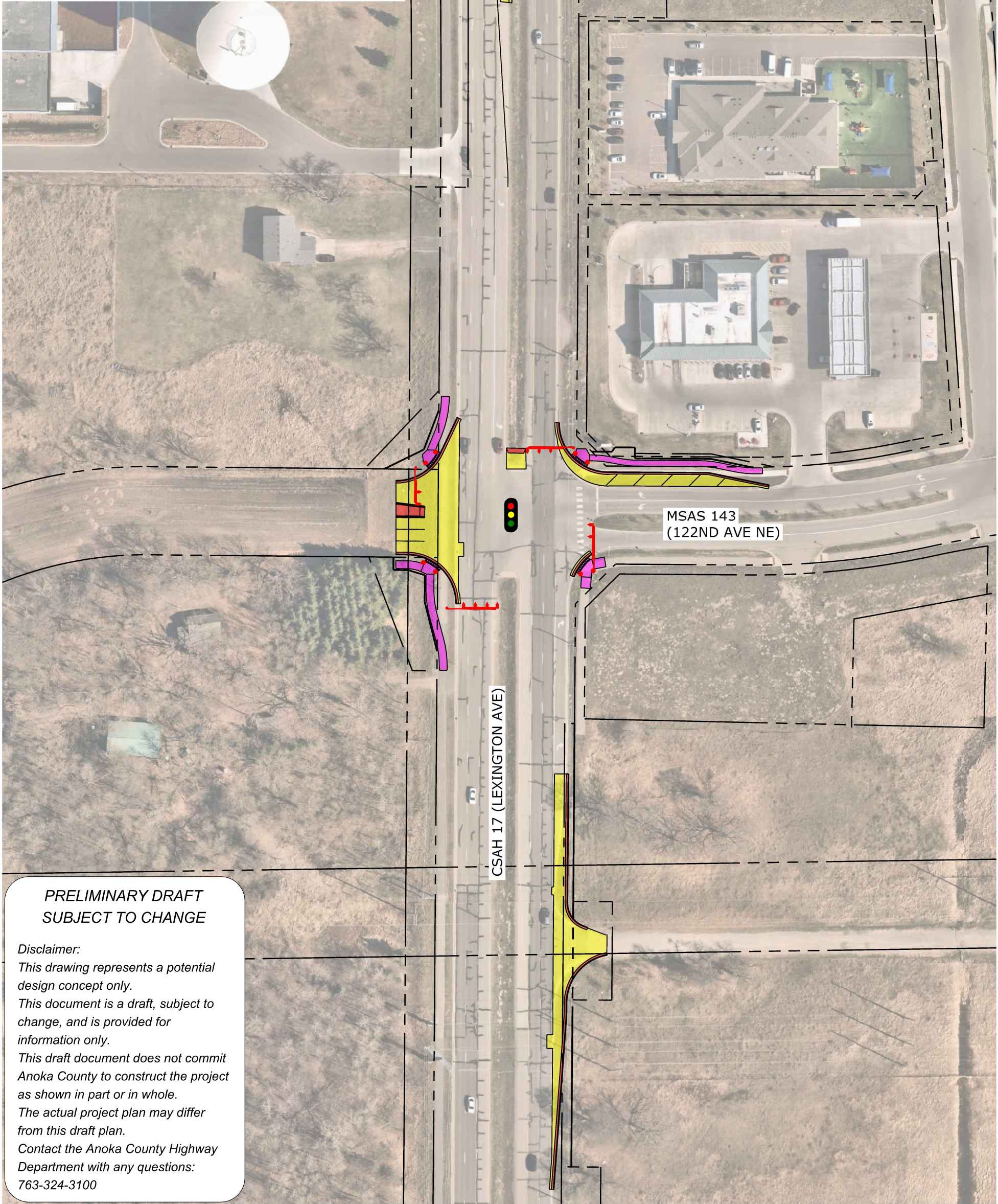
TRAIL/SIDEWALK

SIGNAL POLE

PUSH BUTTON STATION

Exhibit A

January 30, 2024



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

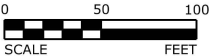


EXHIBIT "B"
COST DISTRIBUTION SPREADSHEET

S.A.P. 002-617-028, 106-020-039 (CSAH 17), S.A.P. 106-143-001 (MSAS 143) 95% ENGINEERS ESTIMATE 2/23/2024														
LINE NO.	ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	PROJECT TOTALS		S.A.P. 002-617-028				S.A.P. 106-020-039		S.A.P. 106-143-001	
					ESTIMATED	COST	ESTIMATED ROADWAY	COST	ESTIMATED	COST	ESTIMATED ROADWAY	COST	ESTIMATED ROADWAY	COST
						DOLLARS		DOLLARS		DOLLARS		DOLLARS		DOLLARS
1	2011.601	AS BUILT	LUMP SUM	\$3,225.00	1	\$3,225.00	1	\$3,225.00						
2	2021.501	MOBILIZATION	LUMP SUM	\$40,000.00	1	\$40,000.00	0.45	\$18,000.00	0.04	\$1,600.00	0.34	\$13,600.00	0.17	\$6,800.00
3	2101.502	CLEARING	EACH	\$300.00	2	\$600.00	2	\$600.00						
4	2101.502	GRUBBING	EACH	\$150.00	2	\$300.00	2	\$300.00						
5	2101.505	GRUBBING	ACRE	\$4,000.00	0	\$400.00	0.1	\$400.00						
6	2102.503	PAVEMENT MARKING REMOVAL	LIN FT	\$1.00	392	\$392.00	392	\$392.00						
7	2102.518	PAVEMENT MARKING REMOVAL	SQ FT	\$5.00	48	\$240.00	48	\$240.00						
8	2104.502	REMOVE CASTING	EACH	\$200.00	1	\$200.00	1	\$200.00						
9	2104.502	REMOVE GATE VALVE AND BOX	EACH	\$500.00	1	\$500.00							1	\$500.00
10	2104.502	REMOVE HYDRANT	EACH	\$500.00	1	\$500.00							1	\$500.00
11	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	\$500.00	2	\$1,000.00	2	\$1,000.00						
12	2104.502	REMOVE SIGN	EACH	\$50.00	5	\$250.00	5	\$250.00						
13	2104.502	SALVAGE SIGN	EACH	\$50.00	3	\$150.00	3	\$150.00						
14	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$2.00	1015	\$2,030.00	855	\$1,710.00					160	\$320.00
15	2104.503	REMOVE WATER MAIN	LIN FT	\$11.00	45	\$495.00							45	\$495.00
16	2104.503	REMOVE CURB AND GUTTER	LIN FT	\$4.00	894	\$3,576.00	735	\$2,940.00					159	\$636.00
17	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$4.00	321	\$1,284.00	319	\$1,276.00					2	\$8.00
18	2104.518	REMOVE BITUMINOUS WALK	SQ FT	\$1.00	2595	\$2,595.00	2595	\$2,595.00						
19	2104.518	REMOVE CONCRETE WALK	SQ FT	\$2.00	2184	\$4,368.00	1270	\$2,540.00					914	\$1,828.00
20	2106.507	EXCAVATION - COMMON	CU YD	\$12.00	1291	\$15,492.00	308	\$3,696.00					983	\$11,796.00
21	2106.507	EXCAVATION - SUBGRADE	CU YD	\$12.00	220	\$2,640.00	220	\$2,640.00						
22	2106.507	GRANULAR EMBANKMENT (CV)	CU YD	\$16.00	1740	\$27,840.00	14	\$224.00					1726	\$27,616.00
23	2106.507	SELECT GRANULAR EMBANKMENT (CV)	CU YD	\$16.00	220	\$3,520.00	220	\$3,520.00						
24	2106.507	COMMON EMBANKMENT (CV)	CU YD	\$6.00	344	\$2,064.00	27	\$162.00					317	\$1,902.00
25	2106.601	DEWATERING	LUMP SUM	\$5,000.00	1	\$5,000.00	1	\$5,000.00						
26	2111.519	TEST ROLLING (P)	ROAD STA	\$50.00	16	\$800.00	16	\$800.00						
27	2112.519	SUBGRADE PREPARATION (P)	ROAD STA	\$50.00	8	\$400.00	8	\$400.00						
28	2123.510	DOZER	HOUR	\$160.00	10	\$1,600.00	10	\$1,600.00						
29	2211.509	AGGREGATE BASE CLASS 5	TON	\$25.00	812	\$20,300.00	407	\$10,175.00			21	\$525.00	384	\$9,600.00
30	2232.504	MILL BITUMINOUS SURFACE (2.0")	SQ YD	\$10.00	267	\$2,670.00	267	\$2,670.00						
31	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	\$5.00	163	\$815.00	99	\$495.00					64	\$320.00
32	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,B)	TON	\$120.00	22	\$2,640.00	19	\$2,280.00					3	\$360.00
33	2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (4,C)	TON	\$100.00	483	\$48,300.00	273	\$27,300.00					210	\$21,000.00
34	2503.503	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$80.00	120	\$9,600.00			120	\$9,600.00				
35	2503.503	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$80.00	22	\$1,760.00			22	\$1,760.00				
36	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$1,500.00	4	\$6,000.00			4	\$6,000.00				
37	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$2,500.00	2	\$5,000.00							2	\$5,000.00
38	2504.602	HYDRANT	EACH	\$7,000.00	1	\$7,000.00							1	\$7,000.00
39	2504.602	ADJUST GATE VALVE	EACH	\$1,000.00	3	\$3,000.00							3	\$3,000.00
40	2504.602	6" GATE VALVE AND BOX	EACH	\$2,500.00	1	\$2,500.00							1	\$2,500.00
41	2504.603	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	\$80.00	8	\$640.00							8	\$640.00
42	2504.603	12" PVC WATERMAIN	LIN FT	\$80.00	66	\$5,280.00							66	\$5,280.00
43	2504.608	DUCTILE IRON FITTINGS	POUND	\$20.00	630	\$12,600.00							630	\$12,600.00
44	2506.502	CASTING ASSEMBLY	EACH	\$900.00	1	\$900.00			1	\$900.00				
45	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	LIN FT	\$600.00	7	\$4,260.00			7.1	\$4,260.00				
46	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	\$750.00	5	\$3,600.00			4.8	\$3,600.00				
47	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	\$750.00	8	\$5,850.00			7.8	\$5,850.00				
48	2506.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	\$1,000.00	1	\$1,000.00			1	\$1,000.00				
49	2506.603	RECONSTRUCT SANITARY MANHOLE	LIN FT	\$750.00	9.5	\$7,125.00							9.5	\$7,125.00
50	2521.518	4" CONCRETE WALK	SQ FT	\$10.00	1064	\$10,640.00							1064	\$10,640.00
51	2521.518	6" CONCRETE WALK	SQ FT	\$14.00	1027	\$14,378.00	550	\$7,700.00					477	\$6,678.00
52	2521.602	DRILL AND GROUT REINF BAR (EPOXY COATED)	EACH	\$10.00	48	\$480.00	25	\$250.00					23	\$230.00
53	2531.503	CONCRETE CURB AND GUTTER DESIGN B424	LIN FT	\$25.00	724	\$18,100.00	576	\$14,400.00			148	\$3,700.00		
54	2531.503	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	\$25.00	59	\$1,475.00							59	\$1,475.00
55	2531.503	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	\$25.00	166	\$4,150.00							166	\$4,150.00
56	2531.618	TRUNCATED DOMES	SQ FT	\$50.00	148	\$7,400.00	75	\$3,750.00					73	\$3,650.00
57	2563.601	TRAFFIC CONTROL SUPERVISOR	LUMP SUM	\$5,000.00	1	\$5,000.00	0.45	\$2,250.00	0.04	\$200.00	0.34	\$1,700.00	0.17	\$850.00
58	2563.601	TRAFFIC CONTROL	LUMP SUM	\$40,000.00	1	\$40,000.00	0.45	\$18,000.00	0.04	\$1,600.00	0.34	\$13,600.00	0.17	\$6,800.00
59	2563.602	TYPE III BARRICADES	EACH	\$400.00	5	\$2,000.00	5	\$2,000.00						

EXHIBIT "B"
COST DISTRIBUTION SPREADSHEET

60	2564.602	INSTALL SIGN	EACH	\$200.00	3	\$600.00	3	\$600.00						
61	2564.618	SIGN	SQ FT	\$55.00	70	\$3,850.00	70	\$3,850.00						
62	2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM	LUMP SUM	\$11,600.00	1	\$11,600.00					1	\$11,600.00		
63	2565.501	TRAFFIC CONTROL INTERCONNECT	LUMP SUM	\$133,250.00	1	\$133,250.00	1	\$133,250.00						
64	2565.516	TRAFFIC CONTROL SIGNAL SYSTEM	SYSTEM	\$388,000.00	1	\$388,000.00	0.25	\$97,000.00			0.75	\$291,000.00		
65	2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	\$8,000.00	1	\$8,000.00	1	\$8,000.00						
66	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$250.00	13	\$3,250.00	6	\$1,500.00			2	\$500.00	5	\$1,250.00
67	2573.502	CULVERT END CONTROLS	EACH	\$150.00	1	\$150.00	1	\$150.00						
68	2573.503	SEDIMENT CONTROL LOG TYPE WOOD CHIP	LIN FT	\$5.00	6504	\$32,520.00	5951	\$29,755.00					553	\$2,765.00
69	2574.505	SOIL BED PREPARATION	ACRE	\$200.00	1.5	\$300.00	1.2	\$240.00					0.3	\$60.00
70	2574.508	FERTILIZER TYPE 3	POUND	\$1.00	278	\$278.00	223	\$223.00					55	\$55.00
71	2575.504	SODDING TYPE SALT TOLERANT	SQ YD	\$12.00	203	\$2,436.00							203	\$2,436.00
72	2575.505	SEEDING	ACRE	\$300.00	1.5	\$450.00	1.2	\$360.00					0.3	\$90.00
73	2575.508	SEED MIXTURE 25-131	POUND	\$5.00	17	\$85.00	5	\$25.00					12	\$60.00
74	2575.508	SEED MIXTURE 25-141	POUND	\$5.00	76	\$380.00	65	\$325.00					11	\$55.00
75	2575.508	HYDRAULIC REINFORCED FIBER MATRIX	POUND	\$1.50	5412	\$8,118.00	4346	\$6,519.00					1066	\$1,599.00
76	2582.503	4" SOLID LINE MULTI-COMPONENT	LIN FT	\$2.50	1537	\$3,842.50	1537	\$3,842.50						
77	2582.503	24" SOLID LINE MULTI-COMPONENT	LIN FT	\$12.00	191	\$2,292.00	191	\$2,292.00						
78	2582.503	24" SOLID LINE PREFORM THERMO GROUND IN	LIN FT	\$30.00	63	\$1,890.00	63	\$1,890.00						
79	2582.518	PAVEMENT MESSAGE MULTI-COMPONENT	SQ FT	\$20.00	16	\$320.00	16	\$320.00						
80	2582.518	CROSSWALK MULTI-COMPONENT	SQ FT	\$10.00	1164	\$11,640.00	1164	\$11,640.00						
81	2582.518	CROSSWALK PREFORM THERMOPLASTIC GROUND IN	SQ FT	\$20.00	756	\$15,120.00	756	\$15,120.00						
TOTAL ESTIMATED CONSTRUCTION COST						\$1,004,295.50		\$462,031.50		\$36,370.00		\$336,225.00		\$169,669.00

SAP 002-617-028 -122ND AVE SIGNAL - FUNDING SPLITS					
	PROJECT TOTALS	ANOKA COUNTY STATE AID FUNDS	CITY OF BLAINE TOTAL	CITY OF BLAINE 006-020-039	CITY OF BLAINE 106-143-001
CONSTRUCTION TOTAL	\$1,004,295.50	\$498,401.50	\$505,894.00	\$336,225.00	\$169,669.00
8% CONSTRUCTION ENGINEERING	\$80,343.64	\$39,872.12	\$40,471.52	\$26,898.00	\$13,573.52
COUNTY FURNISHED SIGNAL CABINET	\$30,000.00	\$7,500.00	\$22,500.00	\$22,500.00	
PROJECT TOTAL	\$1,114,639.14	\$545,773.62	\$568,865.52	\$385,623.00	\$183,242.52

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.



City of Blaine

Staff Report

File Number: 2024-111

Agenda Date	Status
April 15, 2024	
In Control	File Type
City Council	Motion

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

Agenda Item # 8.11

Accept Proposal from Carr's Tree Service, Inc., for Tree Removal Services and Authorize Execution of an Agreement.

Executive Summary

Council is requested to accept a proposal from Carr's Tree Service, Inc., for the removal of dead and diseased trees, especially those affected by Emerald Ash Borer (EAB), and authorize an agreement for those services and emergency tree removal.

Background

Emerald Ash Borer has been identified as present in all areas of the City. This continues to adversely affect the City's forestry stock, and the City has identified over 2000 ash trees in the right of way that will need to be removed over the next several years. EAB removals will likely continue over the next 5-10 years to ensure that the City does not have dangerous ash trees in public areas.

The Public Works department requires contractual labor in the form of tree removal services to remove diseased, dying and hazardous trees throughout the City. Public Works has utilized contractors for years to assist in maintaining its forestry stock. The City has also identified the need to retain an emergency contractor to assist with large storm events that exceed the City's labor forces. This contract allows the City to retain the contractor on a priority basis to ensure the City can recover from storm events as quickly as possible.

The 2024 General Fund Budget appropriated \$321,000 for tree removal services and approximately \$200,000 of this appropriation remains at this time. A Request for Proposals was issued on March 15, 2024. The request required proposers to quote unit costs for tree and stump removal based on trunk size along with including their qualifications, two references, equipment lists and proof of insurance, allowing the city to select the best responsible bidder to remove the most trees within the budget.

Five contractors, Andover Tree Care, Birch Tree Care, Carr's Tree Service, Inc., Hugo Tree Care and

Rivard Companies responded. Proposals were checked for completeness and were tabulated, and it has been determined that Carr's Tree Service, Inc., is the recommended vendor after submitting the lowest costs of the contractors who provided all the necessary requirements for the Request For Proposals. The Public Works department staff recommends their proposal be accepted, and a contract be entered into. Carr's Tree Service's proposal is attached.

The funding source for this project would be from funds appropriated to the Public Works Forestry division in the General Fund. There are sufficient funds budgeted to cover these costs.

Strategic Plan Relationship

This service aligns with the City's strategic plan goals of providing well maintained infrastructure.

Board/Commission Review

None required.

Financial Impact

The City appropriated \$321,000 within the General Fund Forestry subdivision budget for 2024. Currently, approximately \$219,000 remains available.

Public Outreach/Input

N/A

Staff Recommendation

By motion, the staff recommendation is to accept the proposal from Carr's Tree Service, Inc., for tree removal services through November 2025.

Attachment List

1. Tree Removal RFP
2. Carr's Tree Service - 03292024_QUOTE FOR BLAINE TREE REMOVAL CONTRACT



City of Blaine

1801 – 101st Avenue NE

Blaine MN 55449-1108

Public Works 763-785-6165 | BlaineMN.gov

REQUEST FOR BID

Tree Removal Contractor Bid

March 15, 2024

Project Overview

The City of Blaine, Minnesota, is soliciting proposals for professional services related to removal of trees within the City's rights of way including City of Blaine owned property. The scope of work includes, but is not limited to, project management, scheduling, resident notification, traffic control and restoration.

Project Background

Primary scope will include the systematic removal of ash trees and other tree species deemed in need of care by the City Staff. The City has performed an inventory of its ash trees and will be removing 4,257 trees within the next 7-10 years. For 2024, the City of Blaine has dedicated funds of \$400,000 to address dead or dying ash trees.

As an ancillary requirement of this contract with the City of Blaine the selected contractor shall be the City's primary emergency response contractor. Should the City encounter any storm damage this contractor would provide priority service to the City of Blaine for tree removal.

There will also be an added service and pricing for stump grinding and yard restoration.

Scope of Services

The Contractor shall furnish all labor, tools, equipment and incidentals necessary to accomplish removal of City identified trees as necessary at various locations throughout the City of Blaine. The contractor awarded this bid may also be called upon to remove trees on other City of Blaine project areas due to storms, hazards, emergencies, or time constraint situations.

Removals shall include topping and other operations reasonably related to the removal of assigned trees to ground level; including, but not limited to, hauling and disposing of all wood and debris inside or potentially outside of the City of Blaine, cleaning up, removal of the stump, and restoration of all disturbed ground to original grade with 4 inches of pulverized black dirt and grass seed. Removal of stumps or restoration may be waived in certain cases

where the City determines it is not required due to the location of the tree in unmaintained areas.

The exact number of trees to be removed is unknown. The contractor will be given a work order for diseased or selected trees. The Contractor is expected to have the ability to remove at least twenty (20) trees per week of an approximate DBH caliper size between 10 and 30 inches. Payment to the Contractor will be made on a per tree basis.

Bids will be made on a per inch (DBH) basis, by the following diameter classes: 0" - 12"; 13" - 20"; 21" - 29"; 30" and over.

Submittal Content and Format

The bidder is required to submit prices in each DBH category to be considered.

Selection Process

The successful bidder will be selected upon the following criteria:

- A. Ability to perform the work specified by documenting their performance capability, which may include any certifications.
- B. Contractor is able to meet the safety and insurance requirements, as stated in these specifications.
- C. References provided by the contractor from other institutions (municipalities, utility companies, universities, etc.) regarding the contractor's past performance. A bidder's previous performance as a contractor with the City of Blaine will also be taken into consideration.
- D. Lowest responsible bid for the work specified.

Bidder Qualifications:

- A. Each bidder must submit the following with their bid quotation form: (Also applicable to subcontractors, should they be employed):
 - 1. A list of equipment that they will employ to accomplish the specified performance removal rate of at least 20 trees per week

2. A statement describing the qualifications and certifications of the company.
3. A statement describing the qualifications of the employees assigned to the contract including a list of training that has been accomplished by the employees, such as International Society of Arboriculture Arborists' Certification, etc., and years and types of work experience.
4. Two references from institutions (municipalities, utility companies, universities, etc.), with contact information, that have employed the bidder to perform tree removal projects with similar work specifications and performance standards.
5. A copy of the contractor's federal tax ID number and Minnesota contractor's license number.
6. Proof of insurance as specified herein.

Contract Extension

The City of Blaine reserves the right to retain the Contractor for work in the future seasons beginning on December 1, 2025, at the same rates and terms if the Contractor agrees to accept the work extension. Any extension of this contract shall be in writing and signed by the parties before any work commences.

Minimum Clean Up Specifications:

By the end of each day the entire work site(s), including adjacent sidewalks, streets and alleys, shall have been cleaned, raked and/or swept, and all debris removed. When necessary, debris may be neatly stacked overnight for removal the following morning provided that such stacks present no hazard to traffic or pedestrians and that they shall not remain at the site for more than one night. In no event shall said stacks be left upon or encroach upon any sidewalks, streets, or alleys. The debris must be hauled off site.

Working Hour Restrictions:

Work is to be performed during normal daytime working hours, Monday through Saturday. Contract shall not start or use saws or power equipment prior to 7:00 AM or after 7:00 PM.

Labor And Equipment Included:

The contractor shall provide all labor, equipment, and materials necessary for removal and disposal relating to the services and the cost of which shall be included in the bid cost.

Minimum Insurance Specifications:

Contractor shall secure and keep in force during the term of this Agreement insurance or equivalent coverage from insurance companies authorized to do business in Minnesota for the following:

INSURANCE

1. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
 - A. Claims under Workmen's Compensation, disability benefit and other similar employee benefit acts.
 - B. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.
 - C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees.
 - D. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person.
 - E. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
2. Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the Owner.

3. The Contractor shall procure and maintain, at his own expense, during the contract time, liability insurance as hereinafter specified.
 - A. Contractor's general public liability and property damage insurance including vehicle coverage issued to the Contractor and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the contract documents, whether such operations be by himself or by any subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a subcontractor under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by anyone person in any one accident; and a limit of liability of not less than \$1,000,000 for such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 for any such damage sustained by two or more persons in any one accident.
 - B. The Contractor shall name the City of Blaine as an additional insured with respect to general liability.
 - C. The Contractor shall acquire and maintain, if applicable, fire and extended coverage insurance upon the project to the full insurable value thereof for the benefit of the Owner, the Contractor, and subcontractors as their interest may appear. This provision shall in no way release the Contractor or Contractor's surety from obligations under the contract documents to fully complete the project.
4. The Contractor shall procure and maintain, at his own expense, during the contract time, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions, for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

5. The Contractor shall secure, if applicable, "All Risk" type Builder's Risk insurance for work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than the contract price totaled in the bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the contract time, and until the work is accepted by the Owner. The policy shall name as the insured the Contractor, the Engineer, and the Owner.

Indemnification/Hold Harmless:

Contractor shall defend, indemnify, and hold harmless the City of Blaine from and against all liability to third parties incurred by any act or neglect of Contractor, or any of its agents, servants, or employees, in, on or about the Premises.

Minimum Safety Specifications and Warning Devices:

The Contractor agrees and must use all safety devices and procedures, which will conform to OSHA standards. The Contractor must provide proper warning signs, barricades, and/or other protective devices to the City's standards.

Responsible Workmanship:

It is the City of Blaine's intent to hire only those contractors who act in a responsible and careful manner. Work shall be accomplished with all responsible care and minimal disruption and minimal damage to other trees, grounds, driveways, streets and curbs, sidewalks, structures, and utilities on or adjacent to the work site.

The Contractor is responsible for coordinating any activities required from others such as: City Fire Department, Police Department, private utility companies, the City garbage and recycling hauler, Metro Transit or other public transportation companies, the US Postal Service and any other companies which have facilities located within the work area. Any charges made by utility companies or others for necessary assistance or for repairs required due to the Contractor's work are the responsibility of the Contractor. The Contractor shall also be responsible for posting "No Parking" signs a minimum of 24 hours in advance of commencement of work when necessary to provide clear access.

Any damage caused by the Contractor shall be reported in writing to the property owner and the City Forester on the **day of occurrence**, and such damage shall be repaired, or have arrangements for repairs, at the Contractors expense within thirty (30) days. Failure to make repairs may be cause for termination of the contract as well as withholding of payments, in the sole discretion of the City.

It is the sole responsibility of the Contractor to be thoroughly familiar with the specifications and the nature of the work and regulations required for proper and timely completion of the work. The Contractor is responsible for ensuring delivery and receipt of invitation to bid form to the City of Blaine.

Right To Reject:

It is the City of Blaine's intent to hire only responsible, competent contractors. Therefore, the City of Blaine reserves the right to accept or reject any or all proposals and reserves the right to stop work at any time and make payments based only on the work completed.

City Remedies

If the Contractor fails to provide cleanup or fails to repair damage within thirty days in accordance with the terms specified in the specifications, the City of Blaine shall have the right to intervene and provide said clean-up and/or repairs and deduct such expenses from payment to the Contractor until said clean-up and/or repair has been provided by the Contractor. Nothing in this paragraph shall be construed to prevent the City of Blaine from pursuing all equitable and/or legal remedies against said Contractor in the event of default.

Access To Private Property And Minimum Notification Specifications:

The Contractor must contact the owner or occupant of the property, or the owner or occupant of any property abutting a right-of-way area, from which a tree will be removed at least 24 hours prior to removing the tree on that property and notify the person of the time the work will proceed. If access is required for the tree removal through adjoining property or if it is necessary to use that property for dropping limbs, etc., it is the Contractor's responsibility to obtain permission for access from the adjoining property owner or occupant.

Compliance:

The Contractor will be required to adhere to all specifications and understands continuous inspections will be made by the City of Blaine. Failure of the Contractor to properly perform all the obligations and duties of the Contractor shall be just cause to terminate the contract, at the sole discretion of the City of Blaine. The Contractor shall comply with all the laws of the State of Minnesota, the ordinances and laws of the City of Blaine including all the rules and regulations.

Cost Proposal

The fee for this work will be negotiated with the successful proposer after the award of the project. In the event that the City and the firm cannot come to a mutually agreed upon contract, the City will enter into contractor negotiations with the next highest rated firm.

Submission Requirements

Proposals will be accepted until **March 29, 2024 at 12:00 PM.**

Proposals may be submitted electronically in PDF format to: jgrode@blainemn.gov

Subject Line must be labeled: **Tree Removal Contractor Bid**

QUOTE FORM

TREE REMOVAL CONTRACT

ITEM NO.	ITEM DESCRIPTION	UNIT	PRICE
1	REMOVE TREE, 0"-12" DIAMETER	EACH	
2	REMOVE TREE, 13"-20" DIAMETER	EACH	
3	REMOVE TREE, 21"-29" DIAMETER	EACH	
4	REMOVE TREE, 30" - OVER DIAMETER	EACH	
5	STUMP REMOVAL, 0-12" DIAMETER TREE	EACH	
6	STUMP REMOVAL, 13"-20" DIAMETER TREE	EACH	
7	STUMP REMOVAL, 21"-29" DIAMETER TREE	EACH	
8	STUMP REMOVAL, 30" - OVER DIAMETER TREE	EACH	
9	RESTORATION (INCL. 4" Pulverized Black Dirt AND GRASS SEED)	EACH	
		TOTAL QUOTE:	

NOTES:

1. Remove Tree and Stump Removal items are per tree or stump removed and disposed of outside the City of Blaine. Diameter measurement shall be made at 54" above ground (DBH)
2. Restoration includes restoring all disturbed ground (including stump hole) to original grade, including 4" of pulverized black dirt and grass seed per each tree removed.

1. **SUBMIT PROPOSAL PACKAGE BY 12:00 PM, MARCH 29, 2024**
2. **PROJECT COMPLETION DATE IS NOVEMBER 30, 2025**

Submitted by: _____

Company

Signature

Title

Date

QUOTE FORM

TREE REMOVAL CONTRACT

ITEM NO.	ITEM DESCRIPTION	UNIT	PRICE
1	REMOVE TREE, 0"-12" DIAMETER	EACH	\$275.00
2	REMOVE TREE, 13"-20" DIAMETER	EACH	\$485.00
3	REMOVE TREE, 21"-29" DIAMETER	EACH	\$795.00
4	REMOVE TREE, 30" - OVER DIAMETER	EACH	\$1650.00
5	STUMP REMOVAL, 0-12" DIAMETER TREE	EACH	\$95.00
6	STUMP REMOVAL, 13"-20" DIAMETER TREE	EACH	\$165.00
7	STUMP REMOVAL, 21"-29" DIAMETER TREE	EACH	\$225.00
8	STUMP REMOVAL, 30" - OVER DIAMETER TREE	EACH	\$275.00
9	RESTORATION (INCL. 4" Pulverized Black Dirt AND GRASS SEED)	EACH	\$125.00
TOTAL QUOTE:			\$4090.00

NOTES:

1. Remove Tree and Stump Removal items are per tree or stump removed and disposed of outside the City of Blaine. Diameter measurement shall be made at 54" above ground (DBH)
2. Restoration includes restoring all disturbed ground (including stump hole) to original grade, including 4" of pulverized black dirt and grass seed per each tree removed.

1. SUBMIT PROPOSAL PACKAGE BY 12:00 PM, MARCH 29, 2024

2. PROJECT COMPLETION DATE IS NOVEMBER 30, 2025

Submitted by: Carr's Tree Service, Inc.

Company

Signature

C.E.O

Title

03/29/2024

Date

Carr's TREE SERVICE, INC.

ADDITIONAL LOCATIONS:

Alexandria
320-293-6273

Owatonna/Rochester
218-367-3977

Southwest
218-367-3976
St. Cloud/Anoka
218-367-3975

Main Office: P.O. Box 250, Ottertail, MN 56571

Phone: 218-367-3355 • Toll-Free: 888-470-3355 • Fax: 218-367-3358

Email: carrsts@carrstreeservice.com • Website: www.carrstreeservice.com

Equipment Available for use on City of Blaine Tree Removal Contract

Claw – Grapple Trucks

Brush Chippers BC1000, BC1500, BC1800, BC 2100

Aerial Bucket Trucks – F550 Utility Booms - 50 ft – 75 ft

Backyard Track Buckets – Able to get into smaller areas

Toolcats w/grapples, brush sweeper

299 Cat Loaders w/grapples, fecon mower

Stand on Mini Skid Steers-TX100, mustache brush

Dump Trailers

Stump Grinders – SC802, Walk Behind

Sennebogen – grapple saw

Pickups w/saws/tools/signage – F150, F250, F350, F450, F550

Chipper Truck – 20 yd, 30 yd.

Tree Shearer

Crane – Subcontracted with Southside Crane

Carr's Tree Service has the following qualifications among their Company

A+ Rating with Better Business Bureau

TCIA Utility Accreditation

Certified Tree Specialist – CTSP

ISA Certified Arborists – 24 currently on staff

TRAQ – Tree Risk Assessment Qualification

Certified DNR Tree Inspector

Employee Qualifications

Our employees hold the positions of the above certifications

Our Supervisor, General Foreman and Foreman in the area of The City of Blaine have over 70 years of combined Tree Service work experience with Carrs Tree Service.

References

City of Coon Rapids – Tom Schibilla – tschibilla@coonrapidsmn.gov

City of Anoka – Del Vancura – dvancura@ci.anoka.mn.us

Carr's Tree Service is contracted with both of these municipalities – We have over 30 years combined working for them

Federal Tax ID Number – 41-1283074 - Attached

Minnesota Contractors License Number – Non Applicable

Proof of Insurance - Attached

Fully Insured • Celebrating Over 47 Years of Service

Tree Shaping • Tree Trimming • Tree Removal • Aerial Basket Service • Power Stump Removal
Hydro-Axing • Brush Mowing • Power Line Tree Trimming & Clearing • Stihl Chain Saws



**Department of the Treasury
Internal Revenue Service
Cincinnati, Oh 45999**

In reply refer to: 0241594032
Mar 09, 2021 LTR 147C
41-1283074

**CARRS TREE SERVICE INC
PO BOX 250
OTTERTAIL MN 56571-0250 504**

Taxpayer Identification Number: 41-1283074

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of March 9th, 2021.

Your Employer Identification Number (EIN) is 41-1283074. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 7:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

**Mrs. Miller
1003538639
Customer Service Representative**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/08/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Christensen Group 9855 West 78th Street, Ste 100 Eden Prairie MN 55344	CONTACT NAME: Matt Pinewski PHONE (A/C, No, Ext): (952) 653-1000 FAX (A/C, No): (952) 653-1100 E-MAIL ADDRESS: mpinewski@christensengroup.com
INSURED Carr's Tree Service Inc. PO Box 250 Ottertail MN 56571	INSURER(S) AFFORDING COVERAGE INSURER A: Western National Mutual Insurance Company INSURER B: Western National Assurance Co INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 15377 24465

COVERAGES**CERTIFICATE NUMBER:** 24-25 LIABILITY**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability included per policy provisions. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			CPP 1153686	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pest/Herb Lim Pollution \$ Included
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY			CPP 1153505	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			UMB 1025675	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCV 1020577	01/01/2024	01/01/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Leased/Rented Equipment from Others North Dakota Stop Gap			CPP 1153687	01/01/2024	01/01/2025	Limit: \$650,000 Deductible: \$1,000 Limits: \$500/\$500/\$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Blaine is included as an Additional Insured under the General Liability and Auto Liability when required by written contract. Certificate Holder is included as an Additional Insured under the General Liability when required by written contract. 30 Days' Notice of Cancellation (other than non-payment of premium) under the General Liability, Auto Liability policy applies to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**City of Blaine
10801 Town Square Dr NE

Blaine

MN 55449

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Blaine Staff Report

File Number: 2024-112

Agenda Date	Status
April 15, 2024	
In Control	File Type
City Council	Motion

Approval of Consent Agenda: - Michelle Wolfe, City Manager

Agenda Item # 8.12

Motion to Approve the Agreement to Terminate Anoka County's Rights and Obligations with Respect to the Fogerty Arena.

Executive Summary

Background

The Anoka County Board recently approved an Agreement to Terminate Anoka County's Rights and Obligations with Respect to the Fogerty Arena. The City of Blaine, Anoka County, and Fogerty Arena were parties to a Joint Powers Agreement (JPA dated June 29, 1982) related to the construction of the arena. The JPA was terminated in 2008. The County, City, and Fogerty Arena are parties to a Real Property Lease Agreement dated June 29, 1982. The parties executed an Amended Real Property Lease in 2008, which was subsequently amended in 2012 and again in 2020.

Pursuant to the terms of the Amended Real Property Lease, all rights, title, interest, and authority of the county in the Lease and the premises, as originally established under the JPA, were terminated. However, the Amended Real Property Lease Agreement provided the County would retain the right to appoint a member to the Fogerty Arena Board of Directors and possess a 1/9th voting interest on such Board and further provided such right is considered part of the Lease and could only be changed with permission of the Anoka County Board of Commissioners and the Blaine City Council. At the request of Fogerty Arena, Anoka County recently approved an agreement to terminate the county's rights and obligations with respect to the arena including the county's right to appoint a member to sit on the Fogerty Arena's Board of Directors and the county's subordinate interest in the property. Pursuant to the Amended Real Property Lease, the City must also approve the termination of the county rights. Upon City approval of the Agreement, Council will be asked to consider a Fourth Amendment to the Lease to formally document the removal of the county's interest as agreed by the parties.

Strategic Plan Relationship

N/A

Board/Commission Review

N/A

Financial Impact

There is no known financial impact resulting from this action.

Public Outreach/Input

Staff Recommendation

Approve a Motion to Approve the Agreement to Terminate Anoka County's Rights and Obligations with Respect to the Fogerty Arena.

Attachment List

1. Settlement Agreement and Release w Fogerty Signatures

Contract #C0010736

**AGREEMENT TO TERMINATE ANOKA COUNTY'S RIGHTS AND OBLIGATIONS
WITH RESPECT TO THE FOGERTY ARENA**

This Agreement is made and entered into between the County of Anoka ("County"), the City of Blaine ("City"), and the Fogerty Arena ("Fogerty Arena" or "The Ice House").

WHEREAS, the County and City were parties to a Joint Powers Agreement related to the construction of the facility now known as the Fogerty Arena or The Ice House, dated June 29, 1982. The Joint Powers Agreement was terminated in 2008; and

WHEREAS, the County, City, and Fogerty Arena are parties to a Real Property Lease Agreement dated June 29, 1982; and

WHEREAS, the parties amended the Real Property Lease Agreement through an Amended Real Property Lease Agreement in 2008; and

WHEREAS, the County, City, and Fogerty Arena now wish to terminate Anoka County's rights and responsibilities under the Amended Real Property Lease Agreement and fully release the County from any future liability in connection with the Fogerty Arena, as provided in this document.

1. As of the date on which this Agreement is fully executed, the County shall voluntarily relinquish all rights, title, and interest granted under the Amended Real Property Lease Agreement. That relinquishment of rights specifically includes, but is not limited to, (1) the Anoka County Board of Commissioners' right to appoint a member to sit on the Fogerty Arena's Board of Directors, and (2) the County's subordinate interest in the property described by the Amended Real Property Lease Agreement up to the amount it contributed to build the Fogerty Arena (\$200,000).

2. In exchange for the County's agreement to voluntarily relinquish all rights, title, and interest granted by the Amended Real Property Lease Agreement, the City and Fogerty Arena release the County from all obligations of any kind imposed on the County by the Amended Real Property Lease Agreement. The City and Fogerty Arena agree that the County shall not have any obligations or liabilities of any kind with respect to the Fogerty Arena as of the date on which this agreement is fully executed. The City and Fogerty Arena hereby fully release and fully discharge Anoka County and all of its past and present commissioners, elected officials, employees, directors, officers, agents, insurers, representatives, attorneys, and assigns, personally and individually, whether in their personal or official capacity, from any and all past or present claims, demands, damages, actions, attorneys' fees, losses, causes of action or suits of any kind or nature, known or unknown, which exist to the date hereof for any and all claims arising out of or relating in any way to the Amended Real Property Lease Agreement or the property described therein. The City and Fogerty Arena agree to indemnify the County against liability for any past, present, or future claims that relate in any way to the Fogerty Arena, including but not limited to claims based on conduct that occurred prior to the date of this Agreement.

3. It is understood and agreed that the 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 hereof.

4. This Agreement may be executed in two or more counterparts, each of which will be deemed an original. A copy of this Agreement will be binding and deemed to be an original. The individuals signing below have the authority to bind the party for which they are executing this Agreement.

COUNTY OF ANOKA: Contract #C0010736

Date: _____

By: _____

Its: County Board Chair

By: _____

Its: County Administrator

CITY OF BLAINE:

Date: _____

By: _____

Its: Mayor

By: _____

Its: City Manager

FOGERTY ARENA, “THE ICE HOUSE”:

Date: 4/5/2024 _____

By:

DocuSigned by:
Chuck McQuillan
724DADBBECC74A3...

Its: President

By:

DocuSigned by:
Rex Nelson
5F703DF3D0D549F...

Its: Treasurer



City of Blaine Staff Report

File Number: RES 24-86

Agenda Date	Status
April 15, 2024	
In Control	File Type
City Council	Resolution

7:00 PM - Public Hearing and Items Published for a Certain Time - Erik Thorvig, Community Development Director

Agenda Item # 9.1

Resolution Approving Property Tax Abatements Related to Improvements at the National Sports Center.

Executive Summary

Background

As part of the 105th Avenue Redevelopment District, discussions between the National Sports Center (NSC), Minnesota Amateur Sports Commission (MASC), the project developer, and the City began in April 2023 to identify a process in which the developer could acquire rights to a portion of the MASC property. Based on the legislation with which the property was originally acquired, statutory language allows MASC to lease up to 16 acres of property for private development. This lease can be executed for up to 30 years, with two optional extensions of an additional 30 years each, for a total of 90 years. This provision was included to provide the NSC with a means to raise funding for operations of the campus.

Through negotiation, the NSC/MASC identified the need for artificial turf all-purpose fields as compensation for leasing the allowable 16 acres on the north side of 105th Avenue. In order to finance the project, an amount of \$12 million was identified to complete the installation of ten lighted artificial turf all-purpose fields. Turf is proposed to be installed on fields 25-32, 55, and 56. This NSC has stated that this investment has the potential to increase their revenue by 10-15% while also greatly increasing their ability to compete for national tournaments. Increased utilization of the campus will also drive economic growth for the City, as visitors are likely to patronize local businesses and restaurants. In order to raise the \$12 million of requested funding, staff is recommending the issuance of General Obligation Bonds, Series 2024A.

From the onset, the intent has been to finance this project with new values not currently included in the City's property tax calculation. The current debt structure, which requires approximately \$125 million in value to generate sufficient annual property taxes is being considered. This accomplishes the goal set forth to underwrite the project with contributions from new property tax base. If not for the City's

willingness to issue bonds, the developer would not be able to secure the ground lease of 16 acres on the MASC site, and no development, nor new tax values would be generated. Upon conclusion of the debt service in 2040, the new value will be incorporated into the City's overall tax base. While access to this property is vital to the 105th Avenue Redevelopment and serves as the first phase of the overall master plan, the commitment of tax abatement does not include or commit the City to financing any other activities related to the redevelopment area.

Under the property tax abatement authority, the amount of property taxes abated annually for the Bonds, together with any outstanding annual abatements, may not exceed 10% of the City's net tax capacity ("NTC") or \$200,000, whichever is greater. For property taxes payable in 2024, the City's NTC is approximately \$114,685,940, which provides property tax abatement authority of approximately \$11,468,594. The maximum annual debt service on the principal amount of the bonds is anticipated to be approximately \$1,300,000 by 2031, remaining at that level until the conclusion of the debt schedule. Since the City does not have any outstanding abatements, this amount is well below the statutory limit.

As part of the overall financing package, the Spring Lake Park School District and Anoka County have indicated a willingness to take part in the tax abatement. Participation from all three taxing authorities has been important and is included in the structure of the pre-sale summary. On April 9, the County and School District held public hearings related to the tax abatement resolutions. No one appeared at either board to speak. The school board will be acting on the tax abatement resolution and agreement on April 25. The County is scheduled to consider the tax abatement resolution and agreement on April 23. The City Council is also requested to formally approve the tax abatement agreements with the County and School District in a separate action this evening. The terms of the agreement include:

- Maximum County contribution of \$5.3 million
- Maximum School District contribution of \$6.0 million
- Distribution of collected taxes by the County and School District to be sent to Blaine by July 15 and January 15 of each year
- The bonds are to be general obligations of the City for which its full faith, credit and taxing powers are pledged

The bonds are being issued for a term of 16 years. Principal on the bonds will be due on February 1 in the years 2027 through 2040. Interest is payable every six months beginning February 1, 2025. Under state statute, an abatement can last no more than 15 years when more than one political subdivision participates. In consideration of the anticipated development timeline and delay in Minnesota's property tax collection process, the bonds are designed to be interest only in the first year and paid for using capitalized interest. This capitalized interest increases the size of the bond and is added to the principal amount of the debt. The anticipated debt structure will effectively allow all taxing authorities to delay the start of the 15-year abatement window, while ensuring the capitalized interest can also be repaid within the authorized collection period. Annual principal payments are intended to increase annually until 2031, to match the developers' timeline for construction and property tax valuation.

Strategic Plan Relationship

This action advances redevelopment efforts in the 105th Avenue Redevelopment District.

Board/Commission Review

Not applicable.

Financial Impact

Public Outreach/Input

A public hearing is required to establish tax abatement.

Staff Recommendation

Hold the public hearing and adopt the attached resolution.

Attachment List

1. Abatement Structure



City of Blaine

Signature Copy

Resolution: RES 24-86

Resolution Approving Property Tax Abatements Related to Improvements at the National Sports Center.

BE IT RESOLVED By the City Council of the City of Blaine, Minnesota (the "City") as follows:

Section 1. Recitals.

1. The City proposes to authorize a property tax abatement with respect to the property described by property identification numbers on the attached **Exhibit A** (the "Abatement Parcels") which benefit from the National Sports Center campus as an economic driver of development in the City and the District to assist the City in financing the acquisition, construction and installation of certain improvements, including without limitation a turf field as part of the National Sports Center campus in the City (the "Project"), with tax abatement bonds to be issued by the City authorized by Minnesota Statutes, Sections 469.1812 through 469.1815, both inclusive (the "Abatement Law").
2. Under the Abatement Law, the City is authorized to retain abatements from property in order to accomplish certain public purposes, including situations where the abatement will increase or preserve tax base, provide or help acquire or construct public facilities, help provide employment opportunities in the City, help provide access to services for City residents, or finance or provide public infrastructure.
3. The City is also authorized under the Abatement Law to issue bonds to (1) pay for public improvements that benefit the property, (2) to acquire and convey land or other property, (3) to reimburse the property owner for the cost of improvements made to the property, or (4) to pay the costs of issuance of the bonds.
4. The City plans to issue its General Obligation Abatement Bonds (the "Bonds") to finance the costs of the Project.
5. On the date hereof, the Council held a public hearing on the question of the Abatement, and said hearing was preceded by published notice thereof in accordance with the Abatement Law.

Section 2. Findings for the Abatement. The City Council hereby makes the following findings:

1. The Council expects the benefits to the City of the Abatement to at least equal the costs to the City thereof because (1) the Project is part of the National Sports Center campus in the City which provides economic stimulus needed to attract new business to the City and to retain and expand existing businesses; (2) the Project is part of a larger redevelopment project, including a portion of the Abatement Parcels, which will increase the tax base in the City; and (3) the Abatement amount finances only a portion of the cost of the Project and leverages the investment of private and funding sources for the adjacent redevelopment project and, therefore, is less than the cost of the Project and total development to be generated.

2. Granting the Abatement is in the public interest because it will (1) increase preserve the tax base by stimulating redevelopment and helping to maintain values in the City for the reasons described in Section 2(a); (2) assist in providing recreational facilities for the community; (3) stimulate adjacent redevelopment thereby removing blight preserving or enhancing the value of nearby properties; (4) preserve the tax base by expanding the National Sports Center which is an economic driver in the City and by maximizing the opportunity for the adjacent redevelopment, including a portion of the Abatement Parcels, by private enterprise; and (5) protect the general health and welfare of the community by removing and preventing the spread of blight in the City.
3. The Abatement Parcels are not, and will not be, located in a tax increment financing district.
4. In any year, the total amount of property taxes abated by the City by this and other resolutions, if any, does not exceed the greater of 10% of the net tax capacity of the City or \$200,000.

Section 3. Terms of Abatement. The Abatement is hereby approved. The terms of the Abatement are as follows:

1. The abatement will apply to the City's share of the property taxes derived from the Abatement Parcels calculated in each tax-payable year commencing 2026 through and including 2040 as follows: the City's tax rate for such tax-payable year multiplied by the difference between the net tax capacity (as defined in Minnesota Statutes, Section 273.13, subdivision 21b, as amended) of the Abatement Property in such tax-payable year and \$47,009 of existing net tax capacity (the "Abatement").
2. The Abatement shall be for up to a 15-year period and shall apply to the taxes payable in the years 2026 through 2040, inclusive, in an amount not to exceed \$13,000,000.
3. The maximum amount of Abatement authorized under this resolution is \$13,000,000. The maximum principal amount of bonds to be secured by Abatement under this resolution will not exceed the estimated sum of Abatement from the Abatement Parcels for the term authorized under this resolution.
4. The Abatement shall be subject to all the terms and limitations of the Abatement Law.
5. The Abatement and the Abatement Parcels may be modified at any time and from time to time by resolution of the City Council; in particular, it is anticipated that the following Abatement Parcels may be released from the pledge to the payment of the Bonds as development occurs on the remaining Abatement Parcels if the City determines that the Abatement collected from the remaining Abatement Parcels is sufficient to pay the principal amount of the Bonds:

07-31-23-21-0004	23-31-23-11-0012
20-31-23-13-0029	21-31-23-24-0035
20-31-23-13-0031	20-31-23-13-0012
20-31-23-12-0025	20-31-23-13-0028

PASSED by the City Council of the City of Blaine this 15th day of April, 2024.

Signed by



Tim Sanders, Mayor



Signed by

Cathy Sorensen, CMC, City Clerk

Projected Tax Abatement Report

City of Blaine, Minnesota
105th Street Tax Abatement
Draft Abatement Revenues for Financing of \$12M Turf Fields

Taxes Payable/ Collected (1)	Total Commercial Value (2)	Total Res Rental Value (3)	Total Taxable Value (4)	Total Net Tax Capacity (5)	Less: Non- Abated NTC County (6)	Less: Non- Abated NTC City / SD (7)	Less: Fiscal Disparities 30.1859% (8)	Retained Captured Net Tax Capacity (9)	Times: Tax Capacity Rate (10)	Estimated Annual Property Taxes (11)	Maximum Tax Abatement City * (12)	Maximum Tax Abatement County * (13)	Maximum Tax Abatement School * (14)	Estimated Total Abatement (15)	Net DS Payments \$12.55M GO Abate Bonds (16)	105% Overlevy Debt Service Abate Bonds (17)	Annual Estimated Surplus/Deficit (105% overlevy) (18)
12/31/23																	
12/31/24																	
12/31/25	0	51,990,300	51,990,300	649,879	154,085	47,009	0	602,870	89.574%	540,015	200,870	127,067	157,518	485,455	413,214	433,874	51,581
12/31/26	6,750,000	51,990,300	58,740,300	784,879	154,085	47,009	40,751	697,119	89.574%	624,437	232,273	151,222	182,143	565,638	488,214	512,624	53,014
12/31/27	29,837,500	51,990,300	81,827,800	1,246,629	154,085	47,009	180,134	1,019,486	89.574%	913,194	339,682	233,841	266,371	839,895	750,941	788,488	51,407
12/31/28	55,325,000	51,990,300	107,315,300	1,756,379	154,085	47,009	334,007	1,375,363	89.574%	1,231,968	458,257	325,049	359,355	1,142,661	1,036,081	1,087,885	54,776
12/31/29	67,725,000	51,990,300	119,715,300	2,004,379	154,085	47,009	408,868	1,548,502	89.574%	1,387,055	515,945	369,423	404,593	1,289,961	1,178,047	1,236,949	53,012
12/31/30	77,725,000	51,990,300	129,715,300	2,204,379	154,085	47,009	469,240	1,688,130	89.574%	1,512,126	562,468	405,208	441,075	1,408,751	1,290,708	1,355,243	53,508
12/31/31	77,725,000	51,990,300	129,715,300	2,204,379	154,085	47,009	469,240	1,688,130	89.574%	1,512,126	562,468	405,208	441,075	1,408,751	1,289,575	1,354,053	54,698
12/31/32	77,725,000	51,990,300	129,715,300	2,204,379	154,085	47,009	469,240	1,688,130	89.574%	1,512,126	562,468	405,208	441,075	1,408,751	1,292,644	1,357,276	51,475
12/31/33	77,725,000	51,990,300	129,715,300	2,204,379	154,085	47,009	469,240	1,688,130	89.574%	1,512,126	562,468	405,208	441,075	1,408,751	1,289,670	1,354,153	54,598
12/31/34	77,725,000	51,990,300	129,715,300	2,204,379	154,085	47,009	469,240	1,688,130	89.574%	1,512,126	562,468	405,208	441,075	1,408,751	1,288,562	1,352,990	55,761
12/31/35	77,725,000	51,990,300	129,715,300	2,204,379	154,085	47,009	469,240	1,688,130	89.574%	1,512,126	562,468	405,208	441,075	1,408,751	1,289,138	1,353,594	55,157
12/31/36	77,725,000	51,990,300	129,715,300	2,204,379	154,085	47,009	469,240	1,688,130	89.574%	1,512,126	562,468	405,208	441,075	1,408,751	1,291,943	1,356,540	52,211
12/31/37	77,725,000	51,990,300	129,715,300	2,204,379	154,085	47,009	469,240	1,688,130	89.574%	1,512,126	562,468	405,208	441,075	1,408,751	1,291,691	1,356,276	52,476
12/31/38	77,725,000	51,990,300	129,715,300	2,204,379	154,085	47,009	469,240	1,688,130	89.574%	1,512,126	562,468	405,208	441,075	1,408,751	1,288,841	1,353,283	55,469
12/31/39	77,725,000	51,990,300	129,715,300	2,204,379	154,085	47,009	469,240	1,688,130	89.574%	1,512,126	562,468	405,208	441,075	1,408,751	1,293,431	1,358,102	50,649
										\$19,817,929	\$7,371,709	\$5,258,686	\$5,780,726	\$18,411,122	\$16,772,695	\$17,611,329	\$799,792



City of Blaine

Staff Report

File Number: ORD 24-2547

Agenda Date	Status
April 15, 2024	
In Control	File Type
City Council	Ordinance

Development Business - Sheila Sellman, City Planner

Agenda Item # 10.1

Second Reading

Ordinance Granting an Amendment to the Blaine Zoning Code Highway 65 Overlay District (HOD), Adding Conditional Uses, Prohibited Uses and Modifying Performance Standards. City of Blaine (Case File No. 24-0013/SAS)

Executive Summary

The proposed ordinance amendment adds prohibits uses, conditional uses and modifies performance standards. The Planning Commission recommends approval with removal of Self-storage under conditional uses.

Background

Planning Commission Public Hearing	03/12/24
City Council (1st Reading)	04/01/24
City Council (2nd Reading)	04/15/24

Staff report prepared by Sheila Sellman, City Planner

At the December 11, 2023, Council Workshop, council directed staff to create an ordinance/overlay for properties south of Highway 10 along Central Avenue/Highway 65 and to create performance standards for self-storage in this area. This was in response to a development proposal for the property at 8634 Central Avenue. The proposal included self-storage, which is not currently allowed.

The Highway 65 Overlay (HOD) is an existing overlay in the zoning code, Section 32.50. This overlay district applies to all properties which are zoned Community Commercial (B-2), Regional Commercial (B-3), Office Park (B-4), Planned Business District (PBD), Light Industrial (I-1), Heavy Industrial (I-2), Medium Density Multi-Family (R-3B) and High Density Multi-Family (R-3C), and located within seven hundred fifty (750) feet of the centerline of the right-of-way of Highway 65. Where only a portion of a parcel lies

within seven hundred fifty (750) feet of the Highway 65 centerline, the ordinance applies to the entire parcel.

The purpose of this overlay district is to establish minimum standards for exterior architecture, design, landscaping, and signage of buildings that contribute to a community image of quality, visual aesthetics, permanence, and stability which are in the best interest of the citizens of the City. Since there is already a zoning overlay in place, staff suggests amending and updating this ordinance instead of creating a whole new district. The same objectives can be accomplished by amending this ordinance. At the February 12, 2024, council workshop, council agreed to this method and directed staff to proceed with the ordinance amendment.

The underlying zoning provides the list of permitted and conditional uses with development standards and the overlay is an added layer that also has development parameters that need to be met. Certain uses can be allowed or prohibited in the overlay that might be in conflict with what the underlying zoning district has. The overlay district will supersede the underlying district. The majority of the properties in the HOD are zoned B-2 and B-3. Those ordinances are attached as reference.

Based on council direction, staff have added a new section to the HOD for development south of Highway 10. This area is proposed to allow self-storage as a conditional use (with development parameters) and allow for reduced setbacks. It should be noted that some of the current property uses may become legal non-conforming uses if the proposed changes are made or if the council wants to prohibit more uses.

In 2023, the City Council adopted a moratorium to study zoning related to car washes in the city. The City Council discussed this topic at two workshops and provided direction to prohibit new car washes in the Highway 65 Overlay District. This would prohibit new stand-alone and car washes accessory to convenience stores in the district.

Attachment List:

HOD Map

B-2 & B-3 Zoning Ordinances

Public Comment

Unapproved Planning Commission Minutes 3/12/24

Strategic Plan Relationship

Not applicable.

Board/Commission Review

The Planning Commission voted to remove self-storage as a conditional use and otherwise recommend approval of the ordinance. Minutes of the meeting are attached.

Financial Impact

Not applicable.

Public Outreach/Input

Notices of a public hearing were:

1. Published in Blaine/Spring Lake Park/Columbia Heights/Fridley Life.
2. Posted on the City website.

Staff Recommendation

By motion, approve the ordinance.

Attachment List

1. Attachments
2. Unapproved PC Minutes 031224



City of Blaine

Signature Copy

Ordinance: ORD 24-2547

Second Reading

Ordinance Granting an Amendment to the Blaine Zoning Code Highway 65 Overlay District (HOD), Adding Conditional Uses, Prohibited Uses and Modifying Performance Standards. City of Blaine (Case File No. 24-0013/SAS)

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

32.50 HIGHWAY 65 OVERLAY DISTRICT (HOD)

32.51 Intent.

The purpose of this overlay district is to promote the development of an attractive view of the community from Highway 65 through architectural and signage controls, landscaping, screening, building orientation to establish and establish ~~minimum standards for exterior architecture, design, landscaping, and signage of buildings that contribute to a community image of quality, visual aesthetics, permanence, and stability which are in the best interest of the citizens of the City along the Highway 65 corridor.~~

~~These standards are further intended to ensure coordinated design of building exteriors, additions and accessory structure exteriors in order to prevent visual disharmony; minimize adverse impacts on adjacent properties from buildings which are or may become unsightly, and buildings that detract from the character and appearance of the area. It is not the intent of this ordinance to unduly restrict design freedom when reviewing and approving project architecture in relationship to the proposed land use, site characteristics and interior building layout.~~

(Ord. No. 98-1746, added 10-15-1998; Ord. No. 20-2447 , 7-20-2020)

32.52 Scope of application.

This overlay district shall apply to all properties which are zoned B-2 (Community Commercial), B-3 (Regional Commercial), B-4 (Office Park), B-5 (Town Commercial), PBD (Planned Business District), I-1 (Light Industrial), I-2 (Heavy Industrial) R-3B (Medium Density Multi-Family) and R-3C (High Density Multi-Family), which are located within seven hundred fifty (750) feet of the centerline of the right-of-way of Highway 65. Where only a portion of a parcel lies within seven hundred fifty (750) feet of the Highway 65 centerline, the ordinance shall apply to the entire parcel. (Ord. No. 98-1746, added 10-15-1998) (Ord. No. 20-2447, 7-20-2020)

32.53 Prohibited uses.

~~The following uses are prohibited within the Highway 65 Overlay District:-~~

- (a) Carwashes
- (b) Check cashing/Money exchange
- (c) Outside display area for boat sales or recreational vehicles.
- (d) Pawn shop

(e) Self Storage facility north of Highway 10

(f) Small equipment rental yards.

(g) Tattoo Parlors/shops

(h) Tobacco/vape shops

(Ord. No. 98-1746, added 10-15-1998; Ord. No. 07-2139, amended 8-2-2007; Ord. No. 20-2447, 7-20-2020)

32.54 Architectural Control Standards.

For development of properties within the Highway 65 Overlay District, the following standards shall be applied:

~~(a) Construction materials.~~

(1) At least fifty percent (50%) of all exterior wall finishes on any building shall be comprised of a combination of at least three (3) of the following materials with all materials present on each elevation:

- Brick.
- Natural or cultured stone.
- Glass.
- Masonry stucco or EIFS.
- Cementitious siding.
- Architectural metal.
- Integrally colored rock faced block.
- Other comparable or superior material as approved by the Zoning Administrator.

(2) The remaining fifty percent (50%) of all exterior wall finishes shall be comprised of any combination of decorative or rock face concrete block and textured concrete panels or other comparable or superior materials as approved by the Zoning Administrator. All building materials subject to approval of the Zoning Administrator. (Ord. No. 99-1807, amended 8-19-1999)

(3) Buildings may be constructed of primarily one (1) of the materials listed in subsection (1), if the design exceeds the intent of the ordinance.

(4) Buildings shall be oriented towards Highway 65 or at a minimum, give the appearance of having a front facing Highway 65 if adjacent to Highway 65.

(5) Building articulation elements shall be provided at a maximum of average spacing of 40 feet.

~~(b) Architectural design.~~

~~(1) Each building design will be reviewed for at least the following considerations:-~~

- ~~• Appropriate location of structures on the site with relationship to other site amenities, restrictions, adjacent land usage, etc.-~~
- ~~• General massing, roof treatments, proportion and quantity of exterior openings.-~~
- ~~• Use of exterior materials as they relate to adjacent structures, and their impact on the quality and character of the immediate area.-~~
- ~~• Screening of mechanical equipment, tanks, loading docks, refuse handling, ancillary equipment, etc., whether on the roof or on the site.-~~

(6) No more than 75% of the building sides visible from Highway 65 may be constructed of decorative concrete block, pre-cast concrete or stucco.

(7) The exterior of the building shall have varied and interesting detailing. Large unadorned walls shall be prohibited (50' or more). All large walls viewable from Highway 65 must be relieved by architectural

detailing, such as change in materials, change in color, offsets, or other significant visual relief provided in a manner or at intervals in keeping with the size, mass and scale of the wall and its views from the public right-of-way.

(8) Exterior building material colors shall be complimentary of other buildings within the district.

(c) Landscaping.

(1) Applicable landscaping requirements set forth in Section 33.07 shall apply at least twenty-five percent of the required trees must be oversized. be increased by 1.5 times, which shall include at least twenty-five percent (25%) of the number of ornamental, conifer and overstory trees exceeding minimum size requirements in the front yard adjacent to Highway 65 or the service drive adjacent to Highway 65.

(d) Signage.

(1) All wall signs shall be comprised of individual letters.

(2) All monument signs shall incorporate materials and architectural design consistent with the principal building.

(e) Truck Parking. Truck parking shall not be permitted in any yard adjacent to Highway 65. Sites where it can be anticipated that there will be a need or occasion for parking of trucks shall provide space for semi-tractor/trailer parking. Such parking shall be located in a yard not adjacent to Highway 65 and shall be effectively screened from Highway 65 by principal ~~or accessory~~ buildings, or landscaping, berming, etc.

~~(f) Gasoline Sales Standards. Each Conditional Use Permit for gasoline sales will be reviewed. (Ord. No. 98-1746, added 10-15-1998)~~

~~(Ord. No. 20-2447, 7-20-2020)~~

32.55 Property South of Highway 10 R-3B (medium density multi-family) and R-3C (high density multi-family) residential.

(a) Conditional uses (in addition to what is permitted with the underlying zoning district): Self Storage Facility as part of a mixed use.

(1) Self Storage Facility Standards:

(aa) Must be part of a mixed-use project with a minimum of 1,500 square feet of other commercial use not related to the operations of the storage facility.

(bb) Storage units must be climate controlled

(cc) The self storage facility must be located in the rear of the property and not adjacent to Highway 65

(dd) No self storage facility may be located within 1,500 feet of another storage facility

(ee) Setback from residential is 100 feet.

(b) Building Setbacks along Central Avenue frontage road

(aa) front yard setback -30 feet

(bb) side yard setback – 20 feet – when adjacent to residential districts 50 feet

(i) A reduction in the required setback buffer may be requested by following the requirements of section 33.20, Buffer Yard Flexibility

(cc) Rear yard setback – 20 feet -when adjacent to residential districts 50 feet

(i) A reduction in the required setback buffer may be requested by following the requirements of Section 33.20 Buffer Yard Flexibility

(c) Parking and driveways minimum setbacks from the property line:

(aa) Front yard/corner side - 25 feet

(bb) Side yard -10 feet

(cc) Rear yard - 10 feet

(dd) When adjacent to any residentially zoned property, the side yard and rear yard parking/driveway setback shall be a minimum of 25 feet.

~~-Landscaping. Applicable landscaping requirements set forth in Section 33.07 shall be increased by 1.5 times, which shall include at least twenty-five percent (25%) of the number of ornamental, conifer and overstory trees exceeding minimum size requirements in the front yard adjacent to Highway 65 or the service drive adjacent to Highway 65.~~

~~(b) An opaque buffer screen along Highway 65 shall be established comprised of a combination of berming, fencing and landscaping as approved by the Zoning Administrator. Degree of opaqueness based on landscape plantings providing coverage four (4) years after planting.~~

~~(Ord. No. 98-1746, added 10-15-1998; Ord. No. 20-2447, 7-20-2020)~~

32.56 Standards for mini-storage facilities.

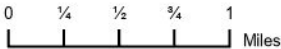
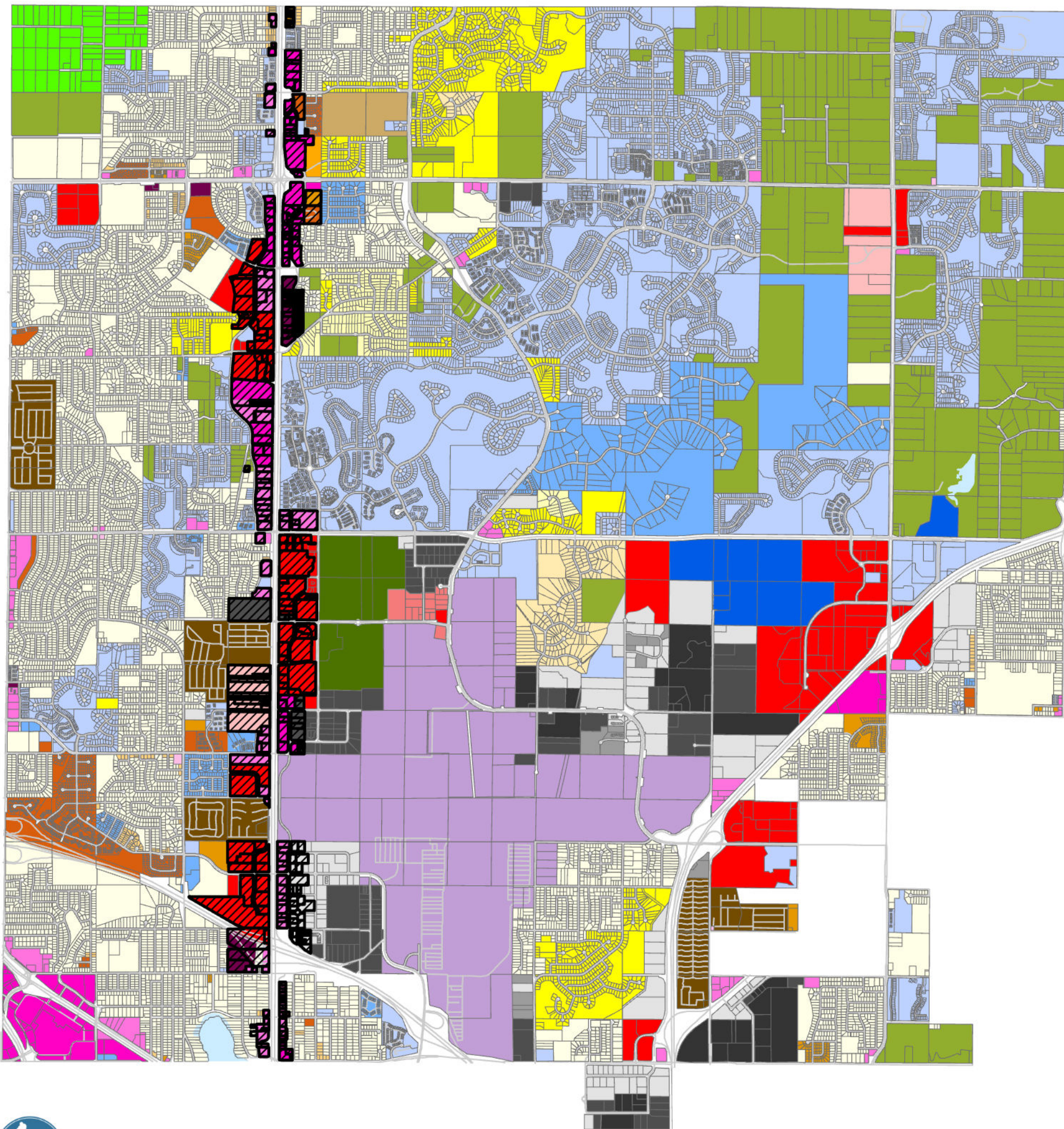
~~Existing legal non-conforming self-storage facilities shall be required to follow the standards of Section 32.54 for any portion of a building that lies within two hundred (200) feet of a public right-of-way. Those buildings beyond two hundred (200) feet may be constructed of decorative masonry block designed architecturally compatible with Section 32.54 as approved by the Zoning Administrator. All other sections of Section 32.50 shall apply to mini-storage facilities.~~

~~(Ord. 99-1807, added 8-19-1999; Ord. No. 20-2447, 7-20-2020)~~

INTRODUCED and read in full this 1st day of April, 2024.

PASSED by the City Council of the City of Blaine this 15th day of April, 2024.

Zoning Map



Disclaimer: This document has been compiled using information gathered from various governmental offices and other sources and is to be used for reference purposes only. Every effort has been made to make sure the completeness and accuracy on this document. The City of Blaine does not represent that the data can be used for exact measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found, please contact (763) 717-2639.

This map is in draft form and should not be looked upon as a legal document.
Map Created By City of Blaine GIS
Data provided by City of Blaine Planning Department
Map Date: January 2024



Legend

- | | | | |
|---------------------------------------|---------------------------------|---------------------------------|------------------------------------|
| B-1 - Neighborhood Business | PBD - Planned Business District | AG - Agriculture | R-3B - Medium Density Multi-Family |
| B-2 - Community Commercial | RR - Regional Recreation | FR - Farm Residence | R-3C - High Density Multi-Family |
| B-3 - Regional Commercial | Airport | RE - Residential Estate | R-4 - Mobile Homes |
| B-4 - Office Research Park | I-1 - Light Industrial | R-1 - Single Family | DF - Development Flex |
| B-5 - Town Commercial | I-1A - Light Industrial | R-1A - Single Family | RF - Residential Flex |
| RD - 105th Ave Redevelopment District | I-2 - Heavy Industrial | R-1AA - Single Family | Highway Overlay District |
| | I-2A - Heavy Industrial | R-1B - Single Family | |
| | POD - Planned Office District | R-2 - Two Family | |
| | | R-3A - Low Density Multi-Family | |

30.10 COMMUNITY COMMERCIAL (B-2)

30.11 Intent.

Intended to provide retailing and services of both a convenience and durable nature to shoppers, such as apparel, furniture, food, banking and financial services for a trade area of nearby residential neighborhoods.

(Ord. No. 20-2447 , 7-20-2020)

30.12 Permitted uses.

- (a) General retail, except when specifically listed elsewhere in the ordinance
- (b) Banks.
- (c) Restaurants.
- (d) Brew Pubs.
- (e) Personal services, including massage, hair salons, and similar businesses.
- (f) Dry cleaning and laundry.
- (g) Repair services, excluding repair of vehicles and small engines.
- (h) Business and professional offices, including medical offices.
- (i) Personalized instructional services and fitness centers, total floor area limited to 4,000 square feet without a conditional use permit. (Ord. No. 22-2514 , 12-19-2022)
- (j) Portrait or art studio.
- (k) Medical cannabis dispensary.
- (l) Taproom. (Ord. No. 22-2514 , 12-19-2022)

(Ord. No. 20-2447 , 7-20-2020; Ord. No. 22-2514 , 12-19-2022)

30.13 Accessory uses.

Signs as regulated in Section 34.07(c).

(Ord. No. 20-2447 , 7-20-2020)

30.14 Conditional uses.

- (a) Animal hospitals.
- (b) Amusement and recreation.
- (c) Fitness center not meeting the requirements of subsection 30.12(i). (Ord. No. 22-2514 , 12-19-2022)
- (d) Gasoline station.
- (e) Minor auto repair.
- (f) Car wash.
- (g) Construction and contractor's offices.
- (h) Day care centers—Commercial. (Ord. No. 89-1140, amended 5-18-1989)
- (i) Educational uses not meeting the requirements of 30.12 (i).
- (j) Small equipment rental; moving van rental and minor repair. Moving vans are limited to single rear axle vans and trucks up to thirty-three (33) feet in total overall length. Repair activities are limited to moving vans owned or leased by the equipment rental facility. (Ord. No. 95-1575, amended 9-21-1995)
- (k) Meeting/assembly halls.
- (l) Motels/hotels.
- (m) Open sales lot.
- (n) Private clubs.
- (o) Restaurants with live entertainment or outdoor dining. (Ord. No. 95-1573, amended 9-21-1995)
- (p) Theaters.
- (q) Vocation, technical, and trade schools.
- (r) Zero lot line splits with shared parking and/or access.
- (s) Off-Sale Liquor Stores. (Ord 86-928, amended 2-20-1986)
- (t) Two (2) or more buildings on same lot. (Ord. No. 88-1087, amended 6-16-1988)
- (u) Churches. (Ord. No. 91-1266, amended 10-3-1991)
- (v) Adult Uses-Principal. As defined and licensed under Article VI - Blaine Municipal Code. (Ord. No. 93-1320, amended 1-7-1993)

- (w) Domestic animal indoor kennel and training facilities. (Ord. No. 93-1479, amended 11-18-1993)
- (x) Major automobile repair for passenger vehicles. (Ord. No. 94-1534, amended 9-1-1994)
- (y) Funeral Homes. (Ord. No. 03-1983, added 6-26-2003; Ord. No. 03-1990, Amended 8-21-2003)
- (z) Vehicle Rental Agency with up to 15 vehicles on site. (Ord. No. 05-2063, added 10-20-2005; Ord No. 18-2407, amended 6-21-2018)
- (aa) Pawn shop. (Ord. No. 09-2179, added 2-19-2009)
- (bb) Indoor vehicle sales associated with and on the same property as major automobile repair.
(Ord. No. 14-2295, added 10-16-2014; Ord. No. 20-2447 , 7-20-2020; Ord. No. 22-2514 , 12-19-2022)

30.15 Standards.

- (a) Reserved. (Ord. No. 22-2514 , 12-19-2022)
- (b) Front yard setback—Fifty (50) feet. (Ord. No. 93-1491, amended 12-16-1993)
- (c) Side yard setback—Twenty (20) feet when adjacent to commercial or industrial districts; corner lot fifty (50) feet; when adjacent to residential districts—One hundred (100) feet. (Ord. No. 93-1491, amended 12-16-1993)
 - (1) A reduction in the required setback buffer may be requested by following the requirements of Section 33.20 , Buffer Yard Flexibility. (Ord. No. 86-937, amended 4-3-1986)
- (d) Rear yard setback—Twenty (20) feet when adjacent to commercial or industrial districts; when adjacent to residential districts—One hundred (100) feet.
 - (1) A reduction in the required setback buffer may be requested by following the requirements of Section 33.20, Buffer Yard Flexibility. (Ord. No. 86-937, amended 4-3-1986; Ord. No. 22-2514 , 12-19-2022)
- (e) In the event where front, side or rear setback requirements from a differing adjacent district fall within a public street or highway right-of-way, the minimum setback shall be twenty (20) feet from the property line but not less than the required setback from the adjacent differing district boundary.
- (f) Maximum building height shall not exceed three (3) stories, or fifty (50) feet in height, whichever is less.

(g) Parking and driveways may be constructed to within the following minimum setbacks of property line: (Ord 85-898, amended 8-15-1985)

(1) Front yard/corner side yard 30 feet.

(2) Side yard 10 feet.

(3) Rear yard 10 feet.(Ord. No. 95-1553, amended 4-20-1995)

When a B-2 zoning district is located adjacent to any residentially zoned property, the side yard and rear yard parking/driveway setback shall be a minimum of twenty-five (25) feet.

(h) Off-street loading—Refer to Section 33.15.

(i) Major Automobile Repair Standards. (Ord. No. 94-1534, amended 9-1-1994)

(1) No outside storage of vehicle that have exterior damage or are dismantled.

(2) No air quality or noise impact to adjacent properties shall be permitted.

(3) Additional screening as determined by the Zoning Administrator.

(4) A seventy-five-foot landscaped buffer between a major automobile repair facility and all residential zoning districts.

(Ord. No. 94-1539, amended 11-17-1994; Ord. No. 20-2447 , 7-20-2020; Ord. No. 22-2514 , 12-19-2022)

30.16 Landscaping.

(a) All open areas of any lot not used for parking, driveways, or storage, shall be landscaped with trees, shrubs, berms, and planted ground covers.

(b) It shall be the owners responsibility to see that the landscaping is maintained in an attractive and well maintained condition. The owner shall also replace any dead or damaged trees or shrubs with a similar species. Any dead or damaged sod shall also be replaced.

(c) All vacant lots or portions of lots shall be maintained in an orderly manner, free of litter and junk.

(d) All lots in this district shall provide a landscaped yard. This yard shall be kept clear of all structures, storage and off-street parking. Except for driveways, the yard shall extend along the entire boundaries of the site. This yard shall have a minimum width of not less than ten (10) feet.

(e) For additional landscaping requirements, refer to Section 33.07.

-
- (f) Underground irrigation shall be required for all yards. Such irrigation shall extend to include public boulevards and into landscaped parking islands, except natural areas to be preserved. (Ord. No. 88-1075, amended 3-17-1988; Ord. No. 89-1177, added 1-4-1990; Ord. No. 20-2447 , 7-20-2020)

30.17 Screening.

On a lot adjacent to a lot in a residential district, there shall be an opaque screen made up of trees and/or berms and a six foot high solid fence made of maintenance free materials.

(Ord. No. 20-2447 , 7-20-2020)

30.18 Storage.

- (a) Refuse facilities, except for individual containers for public use, shall be located only in the side yards or rear yards when feasible. Refuse facilities may be located in the front yard subject to approval of the Zoning Administrator. Such facilities shall be constructed of masonry materials such as brick or textured block in colors compatible with the principal structure. Such facilities shall have solid gates.
- (b) No outdoor storage of any materials is permitted except as provided for in Section 30.19. (Ord. No. 02-1948, amended 6-20-2002)
- (c) Employee service vehicles with a maximum of 10,000 GVW, associated with a commercial retail business that is specifically mentioned in this zoning district, may be parked outside under conditions as approved by the Zoning Administrator. Vehicles associated with a commercial retail business specifically mentioned in this zoning district greater than 10,000 GVW may be parked in a loading area with at least one overhead door approved by the Zoning Administrator and meeting the requirements of 33.14 of the Zoning Code. (Ord. No. 91-1267, amended 10-3-1991)

(Ord. No. 20-2447 , 7-20-2020; Ord. No. 22-2494 , 1-19-2022)

30.19 Outside display.

Outside display in B-2 retail sites is allowed provided the following standards are met:

- (a) Outside display area is limited to a maximum of thirty percent (30%) of the width of a building frontage and is not to exceed a total of one hundred

fifty (150) square feet of area for buildings under 40,000 square feet and not to exceed 400 square feet for buildings larger than 40,000 square feet. Building frontage is defined as the dimension or width of a store front occupied by the retailer establishing the outside display. For purposes of this ordinance a frontage must contain a public or customer entrance or exit and no space is allowed more than two (2) frontages.

- (b) Outside display to be located immediately adjacent to and within the dimensions of the building frontage and shall not extend from the front building edge more than fifty (50) inches.
- (c) Outside display shall not exceed a height of sixty (60) inches.
- (d) Vending machines or cabinets for items such as beverages, ice and propane are exempt from the height and area restrictions provided they are limited to a maximum of three (3) machines or cabinets per frontage.
- (e) Outside display shall not be located so as to block pedestrian walkways, doorways, parking stalls, drive aisles (including access for emergency services). Thirty-six (36) inches is the minimum width required to maintain pedestrian access.
- (f) Outside display to be maintained in an orderly and attractive manner that does not detract from the image of the community or adjacent businesses.
- (g) Outside display should be a representation of the products sold on site, not a storage area for inventory on pallets.
- (h) Products shall be able to be sold from the display.

(Ord No. 02-1948, added 6-20-2002; Ord. No. 20-2447 , 7-20-2020)

30.191 Architectural control.

- (a) At least fifty percent (50%) of all exterior wall finishes on any building shall be comprised of a combination of at least three (3) of the following materials with all materials present on each elevation.
 - (1) Brick.
 - (2) Natural or cultured stone.
 - (3) Glass.
 - (4) Stucco or EIFS.
 - (5) Cementitious siding.

-
- (6) Architectural metal.
 - (7) Integrally colored rock faced block.
 - (b) The remaining portion of all exterior wall finishes shall be comprised of any combination of decorative, rock faced concrete block and textured concrete panels or other comparable or superior materials as approved by the zoning administrator. All materials subject to Zoning Administrator approval.
 - (c) Buildings may be constructed of primarily one of the materials listed in subsection (a) if the design meets or exceeds the intent of the ordinance.
 - (d) All buildings to incorporate four sided design.
 - (e) Gasoline canopies support columns shall be constructed of masonry materials consistent with the principal building to a minimum height of 5 feet.
- (Ord. No. 20-2447 , 7-20-2020)

30.20 REGIONAL COMMERCIAL (B-3)

30.21 Intent.

Intended to provide retailing and services of both a convenience and durable nature to shoppers, such as apparel, furniture, food, banking and financial services for a regional trade area.

(Ord. No. 93-1491, amended 12-16-1993; Ord. No. 20-2447 , 7-20-2020)

30.22 Permitted uses.

- (a) General retail, except when specifically listed elsewhere in the ordinance.
- (b) Banks.
- (c) Restaurants.
- (d) Brew Pubs.
- (e) Personal services, including massage, hair salons, and similar businesses.
- (f) Dry cleaning and laundry.
- (g) Repair services, excluding repair of vehicles and small engines.
- (h) Business and professional offices, including medical offices.
- (i) Personalized instructional services and fitness centers, total floor area limited to 4,000 square feet without a conditional use permit. (Ord. No. 22-2514 , 12-19-2022)
- (j) Portrait or art studio.
- (k) Medical cannabis dispensary.
- (l) Taproom. (Ord. No. 22-2514 , 12-19-2022)

(Ord. No. 84-850, amended 11-15-1984; Ord. No. 20-2447 , 7-20-2020; Ord. No. 22-2514 , 12-19-2022)

30.23 Accessory uses.

Signs as regulated in Section 34.07(a).

(Ord. No. 93-1491, amended 12-16-1993; Ord. No. 20-2447 , 7-20-2020)

30.24 Conditional uses.

- (a) Animal hospitals.
- (b) Amusement and recreation.
- (c) Fitness center not meeting the requirements of 30.12(i). (Ord. No. 22-2514 , 12-19-2022)
- (d) Vehicle sales lot, for passenger vehicles only subject to the following standards.

-
- (1) Minimum lots size shall be four (4) acres.
 - (2) Minimum building size shall be twenty five thousand (25,000) square feet.
 - (3) Site shall incorporate extensive berming along street frontages.
 - (4) Vehicle storage and display areas to have minimum twenty-five (25) foot setback from all interior property lines and forty (40) foot setback from any public right-of-way.
- (e) Gasoline station.
 - (f) Minor auto repair.
 - (g) Indoor vehicle sales.
 - (h) Boat sales and display areas.
 - (i) Bowling alleys.
 - (j) Car wash.
 - (k) Construction and contractor's offices.
 - (l) Dance Hall.
 - (m) Day care centers—Commercial. (Ord. No. 89-1140, amended 5-18-1989)
 - (n) Educational uses.
 - (o) Meeting/assembly halls.
 - (p) Manufactured home sales lots.
 - (q) Hotels.
 - (r) Private clubs.
 - (s) Recreational vehicle sales lots and showrooms.
 - (t) Restaurants with live entertainment or outdoor dining. (Ord. No. 95-1573, amended 9-21-1995)
 - (u) Skating rinks.
 - (v) Small equipment rental; moving van rental and minor repair. Moving vans are limited to single rear axle vans and trucks up to thirty-three (33) feet in total overall length. Repair activities are limited to moving vans owned or leased by the equipment rental facility. (Ord. No. 95-1575, amended 9-21-1995)
 - (w) Theaters.
 - (x) Vocational, technical, and trade schools.
 - (y) Zero lot line split with shared access and/or parking.
 - (z) Off-Sale Liquor Stores. (Ord No. 86-928, amended 2-20-1986)
 - (aa) Two (2) or more buildings on same lot. (Ord. No. 88-1087, amended 6-16-1988)
 - (bb) Churches. (Ord. No. 91-1266, amended 10-3-1991)
 - (cc) Adult Uses—Principal. As defined and licensed under Article VI—Blaine Municipal Code. (Ord. No. 93-1320, amended 1-7-1993)
 - (dd) Domestic animal indoor kennel and training facilities. (Ord. No. 93-1479, amended 11-18-1993)
 - (ee) Major automobile repair for passenger vehicles. (Ord. No. 94-1534, amended 9-1-1994)

-
- (ff) Funeral homes. (Ord. No. 03-1983, added 6-26-2003; Ord. No. 03-1990, amended 8-21-2003)
 - (gg) Vehicle Rental Agency with up to 15 vehicles on site. (Ord. No. 05-2063, added 10-20-2005; Ord. No. 18-2407, amended 6-21-2018)
 - (hh) Pawn shop. (Ord. No. 09-2179, added 2-19-2009)
- (Ord. No. 20-2447 , 7-20-2020; Ord. No. 22-2514 , 12-19-2022)

30.25 Standards.

- (a) Reserved. (Ord. No. 22-2514 , 12-19-2022)
- (b) Front yard setback—Fifty (50) feet.
- (c) Side yard setback—Twenty (20) feet when adjacent to commercial or industrial districts; when adjacent to residential districts—one hundred (100) feet. (Ord. No. 22-2514 , 12-19-2022)
 - (1) A reduction in the required setback buffer may be requested by following the requirements of Section 33.20, Buffer Yard Flexibility. (Ord. No. 86-937, amended 4-3-1986; Ord. No. 22-2514 , 12-19-2022)
- (d) Rear yard setback—Twenty (20) feet when adjacent to commercial or industrial districts; when adjacent to residential districts—one hundred (100) feet. (Ord. No. 22-2514 , 12-19-2022)
 - (1) A reduction in the required setback buffer may be requested by following the requirements of Section 33.20, Buffer Yard Flexibility. (Ord. No. 86-937, amended 4-3-1986; Ord. No. 22-2514 , 12-19-2022)
- (e) In the event where front, side or rear setback requirements from a differing adjacent district fall within a public street or highway right-of-way, the minimum setback shall be twenty (20) feet from the property line but not less than the required setback from the adjacent differing district boundary.
- (f) Buildings exceeding three (3) stories or fifty (50) feet in height, whichever is less, must obtain a conditional use permit. (Ord. No. 90-1235, amended 10-18-1990)
- (g) Parking and driveways may be constructed to within the following minimum setbacks of property line: (Ord. No. 85-898, amended 8-15-1985)
 - (1) Front yard/corner side yard 30 feet.
 - (2) Side yard 10 feet.
 - (3) Rear yard 10 feet. (Ord. No. 95-1553, amended 4-20-1995)

When a B-3 zoning district is located adjacent to any residentially zoned property, the side yard and rear yard parking/driveway setback shall be a minimum of twenty-five (25) feet.
- (h) Reserved. (Ord. No. 22-2514 , 12-19-2022)
- (i) Off-street loading—Refer to Section 33.14.
- (j) Major Automobile Repair Standards: (Ord. No. 94-1534, amended 9-1-1994)
 - (1) No outside storage of vehicles that have exterior damage or are dismantled.
 - (2) No air quality or noise impact to adjacent properties shall be permitted.
 - (3) Additional screening as determined by the Zoning Administrator.
 - (4) A seventy-five-foot landscaped buffer between a major automobile repair facility and al residential zoning districts. (Ord. No. 94-1539, amended 11-17-1994)

(Ord. No. 85-898, amended 8-15-1985; Ord. No. 86-937, amended 4-3-1986; Ord. No. 20-2447 , 7-20-2020; Ord. No. 22-2514 , 12-19-2022)

30.26 Landscaping.

- (a) All open areas of any lot not used for parking, driveways, or storage, shall be landscaped with trees, shrubs, berms, and planted ground covers.
- (b) It shall be the owners responsibility to see that the landscaping is maintained in an attractive and well maintained condition. The owner shall also replace any dead or damaged trees or shrubs with a similar species. Any dead or damaged sod shall also be replaced.
- (c) All vacant lots or portions of lots shall be maintained in an orderly manner, free of litter and junk.
- (d) For additional landscaping requirements, refer to Section 33.07.
- (e) Underground irrigation shall be required for all yards. Such irrigation shall extend to include public boulevards and into landscaped parking islands, except natural areas to be preserved. (Ord. No. 89-1177, added 1-4-1990)

(Ord. No. 88-1075, amended 3-17-1988; Ord. No. 20-2447 , 7-20-2020)

30.27 Screening.

On a lot adjacent to a lot in a residential district, there shall be an opaque screen made up of trees and/or berms and a six foot high solid fence constructed of maintenance free materials.

(Ord. No. 20-2447 , 7-20-2020)

30.28 Storage.

- (a) Refuse facilities, except for individual containers for public use, shall be located only in the side yards or rear yards when feasible. Refuse facilities may be located in the front yard subject to approval of the Zoning Administrator. Such facilities shall be constructed of masonry materials such as brick or textured block in colors compatible with the principal structure. Such facilities shall have solid gates.
- (b) No outdoor storage of any materials is permitted except as provided for in Section 30.29. (Ord. No. 02-1948, amended 6-20-2002)
- (c) Employee service vehicles with a maximum of 10,000 GVW, associated with a commercial retail business that is specifically mentioned in this zoning district, may be parked outside under conditions as approved by the Zoning Administrator. Vehicles associated with a commercial retail business specifically mentioned in this zoning district greater than 10,000 GVW may be parked in a loading area with an overhead door approved by the Zoning Administrator and meeting the requirements of 33.14 of the Zoning Code. (Ord. No. 91-1267, amended 10-3-1991)

(Ord. No. 20-2447 , 7-20-2020; Ord. No. 22-2494 , 1-19-2022)

30.29 Outside display.

Outside display in B-3 retail sites is allowed provided the following standards are met:

-
- (a) Outside display area is limited to a maximum of thirty percent (30%) of the width of a building frontage and is not to exceed a total of one hundred fifty (150) square feet of area for buildings under 40,000 square feet and not to exceed 400 square feet for buildings over 40,000 square feet. Building frontage is defined as the dimension or width of a store front occupied by the retailer establishing the outside display. For purposes of this ordinance a frontage must contain a public or customer entrance or exit and no space is allowed more than two (2) frontages.
 - (b) Outside display to be located immediately adjacent to and within the dimensions of the building frontage and shall not extend from the front building edge more than fifty (50) inches.
 - (c) Outside display shall not exceed a height of sixty (60) inches.
 - (d) Vending machines or cabinets for items such as beverages, ice and propane are exempt from the height and area restrictions provided they are limited to a maximum of three (3) machines or cabinets per frontage.
 - (e) Outside display shall not be located so as to block pedestrian walkways, doorways, parking stalls, drive aisles (including access for emergency services). Thirty-six (36) inches is the minimum width required to maintain pedestrian access.
 - (f) Outside display to be maintained in an orderly and attractive manner that does not detract from the image of the community or adjacent businesses.
 - (g) Outside display should be a representation of the products sold on site, not a storage area for inventory on pallets.
 - (h) Products shall be able to be sold from the display.

(Ord. No. 02-1948, added 6-20-2002; Ord. No. 20-2447 , 7-20-2020)

30.291 Architectural control.

- (a) At least fifty percent (50%) of all exterior wall finishes on any building shall be comprised of a combination of at least three (3) of the following materials with all materials present on each elevation.
 - (1) Brick.
 - (2) Natural or cultured stone.
 - (3) Glass.
 - (4) Stucco or EIFS.
 - (5) Cementitious siding.
 - (6) Architectural metal.
 - (7) Integrally colored rock faced block.
- (b) The remaining portion of all exterior wall finishes shall be comprised of any combination of decorative, rock faced concrete block and textured concrete panels or other comparable or superior materials as approved by the zoning administrator. All materials subject to Zoning Administrator approval.
- (c) Buildings may be constructed of primarily one of the materials listed in subsection (a) if the design meets or exceeds the intent of the ordinance.
- (d) All buildings to incorporate four sided design.
- (e) Gasoline canopies support columns shall be constructed of masonry materials consistent with the principal building to a minimum height of 5 feet.

Created: 2024-01-05 11:55:45 [EST]

(Supp. No. 52)

(Ord. No. 20-2447 , 7-20-2020)

(Supp. No. 52)

Created: 2024-01-05 11:55:45 [EST]

From: Louise Brask <wheezums@gmail.com>
Sent: Monday, February 19, 2024 11:06:00 AM
To: Michelle Wolfe <mwolfe@blainemn.gov>
Subject: Do not endorse storage building south Blaine

To City Manager Michelle Wolfe,

Please do not endorse this storage locker development project in South Blaine. I oppose addition of the business and building in the neighborhood. There's already plenty of existing storage options in the area on University Ave & Hwy 65. Please do not support!

Thank you,
Louise Brask, RN, BA
Resident of Blaine since 2023



City of Blaine

Planning Commission

March 12, 2024 | 7:00 PM
Blaine City Hall
10801 Town Square Drive NE
Blaine, MN 55449

MINUTES

1. Call to Order

The Blaine planning commission met in the City Hall Chambers on Tuesday, March 12, 2024. Chair Goracke called the meeting to order at 7:00PM.

2. Roll Call

Members Present: Commission Members Deonauth, Gorzycki, Halpern, Homan, Olson, Swanson, and Chair Goracke.

Members Absent: None.

Staff Present: Elizabeth Showalter, Community Development Specialist
Shelia Sellman, City Planner
Teresa Barnes, Project Engineer

4. Public Hearing

- 4.3.** 2024-713 Case File No. 24-0013 // Highway 65 Overlay District // City of Blaine
The City is requesting an amendment to the zoning code 32.50 Highway 65 Overlay District (HOD) adding conditional uses, prohibited uses and modifying performance standards.
Sponsors: Sheila Sellman, City Planner

The report to the planning commission was presented by Sheila Sellman, City Planner. The public hearing for Case File 24-0013 was opened at 8:35PM. As no one wished to appear, the public hearing was closed at 8:35PM.

Commissioner Swanson asked if self-storage and car washes would or would not be allowed south of Highway 10.

City Planner Sellman reported no car washes would be allowed within the corridor, but self-storage would be allowed south of Highway 10. She explained specific development parameters have been written into the code to allow for only one self-storage facility. She indicated if this was something the commission did not want to recommend, this could be

taken out.

Commissioner Olson stated a CUP would be required for the self-storage use.

City Planner Sellman reported this would be the case.

Community Development Specialist Showalter explained self-storage was currently only allowed in the heavy industrial zoning district.

Chair Goracke indicated the previous changes were done to tighten up the comprehensive plan in preparation for the build out of Blaine.

City Planner Sellman stated the changes were made per the direction the council provided staff after holding discussions with the property owners south of Highway 10.

Commissioner Halpern commented on the number of self storage operations that were in Blaine. He clarified that this language would allow for one new development of self storage south of Highway 10 in Blaine.

City Planner Sellman reported the way the ordinance was written was that self storage would be allowed via a CUP south of Highway 10.

Commissioner Halpern indicated going into Spring Lake Park and Coon Rapids, there was a plethora of self storage businesses. He did not believe this was the best use of the real estate for this high trafficked area. He recommended self-storage be restricted from the area south of Highway 10

Motion by Commissioner Halpern to recommend approval of Planning Case 24-0013 recommending approval of the code amendment as amended not allowing self storage south along Highway 65 south of Highway 10. Motion seconded by Commissioner Olson. The motion passed 7-0.

Chair Goracke noted this would be on the agenda of the April 1, 2024 city council meeting.



City of Blaine Staff Report

File Number: RES 24-77

Agenda Date	Status
April 15, 2024	
In Control	File Type
City Council	Resolution

Development Business - Sheila Sellman, City Planner

Agenda Item # 10.2

Resolution Authorizing Distribution of the Alternative Urban Areawide Review for the 105th Redevelopment District.

Executive Summary

Background

The Alternative Urban Areawide Review (AUAR) process is a hybrid of the Environmental Assessment Worksheet (EAW) and Environmental Impact Statement (EIS) review processes. Responsible Governmental Units (RGU) can use an AUAR as a planning tool to understand how different development scenarios will affect the environment of their community before the development occurs. [Click here for the draft report.](#)

The process is designed to look at the cumulative impact of anticipated development scenarios within a given geographic area and a mitigation plan. The AUAR document uses a list of questions adapted from the EAW form, but provides a level of analysis of typical urban area impacts comparable to an EIS. Environmental analysis information from an AUAR can be used to inform local planning and zoning decisions. Given the scope of the project, an AUAR process is recommended.

Formal environmental reviews are governed by Minnesota Rules 4410 and the Environmental Quality Board (EQB). Prior to adoption by an RGU of an AUAR, a public process must be completed. Tonight's action is to authorize distribution of the AUAR for public comment. Upon acceptance of the AUAR by the EQB, a 30-day comment period begins. The draft AUAR is provided to 16 regional, state and federal agencies. The draft AUAR is also made available on the City's webpage. A press release is also required in a local newspaper. Notice is also published in the EQB Monitor.

After the 30-day comment period is complete, the RGU has 15 days to consider the comments and may revise the plan based on those comments. Revised plans are distributed to state agencies and the Metropolitan Council. Those agencies have 10 days to file an objection. If no objections are received, the

RGU adopts the final AUAR and mitigation plan. Based on the current schedule, this is anticipated sometime in June or July. If objections are received, negotiations would occur between the RGU and the objecting agency. If objections are resolved, the AUAR is adopted by the RGU. If not, the EQB determines the adequacy of the AUAR and either forwards it to the RGU for adoption or directs the RGU to revise the plan.

[Click here for the draft report.](#)

Strategic Plan Relationship

The 105th Redevelopment Area is identified in the Economic Development Strategic Priority. The AUAR is part of the strategic initiatives outlined in the plan.

Board/Commission Review

Planning Commission review is not required.

Financial Impact

The cost of preparation of the AUAR was approximately \$81,000. This cost was paid for by the EDA, but will be reimbursed by the developer.

Public Outreach/Input

A press release will be posted in the paper and on the city's website.

Staff Recommendation

By motion, adopt the resolution.

Attachment List

None



City of Blaine

Signature Copy

Resolution: RES 24-77

Resolution Authorizing Distribution of the Alternative Urban Areawide Review for the 105th Redevelopment District.

WHEREAS, EB Blaine Development LLC, is proposing to redevelop the 105th Redevelopment area with a hotel(s), commercial uses, offices, a multipurpose stadium and residential with associated streets, municipal sanitary sewer, municipal water, stormwater, and parkland; and

WHEREAS, based on the intended size and scope of the project, it requires the preparation of an Alternative Urban Areawide Review (AUAR) under MN Rules 4410 ; and

WHEREAS, the City of Blaine is the Responsible Government Unit (RGU) ; and

WHEREAS, the AUAR has been prepared and reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Blaine authorizes the submittal of the AUAR to the Environmental Quality Board (EQB) for publication, which initiates the public comment period and distribution to required agencies and organizations together with the required press release and legal notice.

PASSED by the City Council of the City of Blaine this 15th day of April, 2024.



Signed by

Tim Sanders, Mayor

Signed by

Cathy Sorensen, CMC, City Clerk



City of Blaine Staff Report

File Number: RES 24-78

Agenda Date	Status
April 15, 2024	
In Control	File Type
City Council	Resolution

Development Business - Sheila Sellman, City Planner

Agenda Item # 10.3

Resolution Granting a Six-Month Extension for Recording the Final Plat of Meadowland Estates West Creating Two Single Family Lots, 28 Townhome Lots, Common Space and One Outlot at 2741 and 2775 125th Avenue NE. Herbst Raich Investments, LLC (Case File No. 23-0048/SAS)

Executive Summary

The applicant is requesting a six-month extension to the final plat to develop the site into 28 townhome lots, common space and retain the existing two single family homes. The applicant is working with the DNR concerning the presence of rare species of plants within the proposed development.

Background

Planning Commission Public Hearing	02/14/23
City Council (Preliminary Plat)	03/06/23
City Council (Final Plat)	06/05/23
City Council (Final Plat Extension)	04/15/24
Action Deadline	06/04/24

Staff report prepared by Sheila Sellman, City Planner

On June 5, 2023 the Council approved a preliminary plat to allow two single family lots and 28 town homes in a Development Flex (DF) zoning district. Per section 75.33 of the zoning code, the final plat must be recorded within one year of the date granting the approval, or the plat becomes expired unless an extension is granted. To date, the final plat has not been recorded, therefore the applicant has requested a six month extension. The applicant's request indicates that construction was delayed due to the presence of a rare species of plant found on site and a dispute they are working on with the DNR.

The conditions around the project and the applicable code language have not changed since the plat

was approved in 2023.

These extensions are under the Council's quasi-legislative authority, allowing the Council substantial discretion in this case. The City Council may approve or deny the extension, but cannot change the conditions placed on the plat. If the request for extension is approved, the applicant will have until December 5, 2024 to record the plat. If the application is denied, the Council would need to separately act to formally revoke the conditional use permit by resolution.

Original Staff Report

The final plat is consistent with the approved preliminary plat, Resolution No. 23-37.

Zoning

The subject site is zoned DF (Development Flex).

Surrounding Zoning and Uses

The surrounding properties are zoned DF. Harpers Landing development is to the east of the subject site and is developed with small single-family lots and townhomes. Meadowland Estates is north of the subject site and developing with single-family homes. The property to the west is Woods at Quail Creek and is developed with single family homes. The south side of the development is adjacent to 125th Avenue NE.

Existing Conditions

The site is two lots with existing single-family homes. The site currently has wetlands, approximately three acres of trees, a county ditch (north to south), Anoka County storm pond for 125th Avenue, and open grass areas.

Evaluation of Request

Plat

The applicant is proposing to develop approximately 19.24 acres into 28 townhome lots, 2 single-family lots (existing homes to remain), one outlot, and common space. Lots 1 and 2 are retained for the existing single-family homes. The DF zone does not have minimum lot sizes.

As proposed the lot sizes are as follows:

- Lot 1: 3.18 acres
- Lot 2: 5.09 acres
- Lot 3: 29,107 square feet
- Lot 4: 1.32 acres
- Lots 5-32: 1,891 square feet
- Outlot A: 5.95 acres

Setbacks

The DF zoning district does not have set standards for setbacks; these are determined as part of the CUP. The building and garages for the townhomes' setback is 20 feet measured from the right-of-way; the front porches shall be set back at least 15 feet from the right-of-way. Patios must be within the footprint of the lot.

The single-family setbacks are as follows:

- Front yard setback - 30 feet
- Side yard setback - 10 feet for house and garage
- Rear yard setback - 30 feet

Parking

In addition to the two garage stalls per unit, there shall be one parking space for each three units for guest parking. Guest parking may include on-street parking spaces on private roads. The parking provided meets this requirement.

Landscaping

The proposed landscape plan meets requirements with 84 trees being planted. Trees will be planted along the new street off 125th Avenue and along the boundaries of the townhomes. The trees along the eastern portion of the townhomes will act as a further buffer to the properties in Meadowland Estates. There is also a wetland and a new pond that will act as a natural buffer.

Tree Preservation

Approximately 1.4 acres of trees will be disturbed during construction and the City's tree preservation requirement includes replacing eight trees per acre for all disturbed portions of the development. This would mean that 11 trees would be required for tree replacement purposes. The developer has proposed a total of 84 trees within this development. The tree preservation replacement requirement has been met.

Park Dedication

Park dedication will be required for the 28 new lots/units being constructed at the rate of \$4,894 per unit (2023 rate), for a total park dedication fee of \$137,032. This amount must be paid prior to releasing the plat mylars for recording at Anoka County.

Grading/Storm Drainage

The developer is proposing to grade the entire site as shown on the CCWD and city approved grading, drainage, erosion protection and sediment control plans prepared by the Developer's Engineer.

The plans shall include existing drainage patterns (contours) with flow arrows, soil boring locations, perimeter site protection, tree preservation, tree clearing limits, custom grading, proposed grading contours, proposed drainage patterns with flow arrows, storm water management, SWPPP information, temporary erosion protection Best Management Practices (BMPs), and temporary sediment control BMPs information for the site.

The SWPPP may be included in the construction plan sheet(s) or prepared as a separate document and included in the development construction contract specifications.

The developer will also need to submit construction contract documents that include a mass (rough) grading, erosion protection, sediment control, development, utilities, roadway, and storm drainage plan sheets. Supporting wetland delineation report, geotechnical investigation report, soil boring logs, and

hydrology report shall be included in the submittal for city review and approval.

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

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

Utilities

The developer will be responsible for trunk sanitary sewer area charges when platting upland acreage. The 2023 rate for Sanitary Sewer District 6 is \$6,853 per upland acre and will be applied to the acreage platted. This phase is proposing to develop approximately 5 acres of upland for a total sewer area charge of \$34,265.

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

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

Developer shall explore water source for landscape irrigation systems installed throughout the development including the possible use of created ponds or storm water reuse.

Wetlands/Watershed/FEMA

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

The developer will need to submit the project to Coon Creek Watershed District (CCWD) review, approval and permits required prior to City plan approval and start of site work.

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

Access/Street Design/Sidewalks/Trails

The development is proposing to gain/provide access from a connection to 125th Ave NE. As this is a county road, the developer will need to construct any improvements as outlined in the development review of Anoka County's plat review comments.

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

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

Easements/Right-of-way/Permits

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

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

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

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

Strategic Plan Relationship

Not applicable.

Board/Commission Review

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

Financial Impact

Not applicable.

Public Outreach/Input

Notices of the extension request were mailed to property owners within 350 feet of the property boundaries.

Staff Recommendation

By motion, adopt the Resolution.

Attachment List

1. Location and Land Use Map
2. Narrative
3. Final Plat
4. RES 23-96_Final Plat
5. Public Comment



City of Blaine

Signature Copy

Resolution: RES 24-78

Resolution Granting a Six-Month Extension for Recording the Final Plat of Meadowland Estates West Creating Two Single Family Lots, 28 Townhome Lots, Common Space and One Outlot at 2741 and 2775 125th Avenue NE. Herbst Raich Investments, LLC (Case File No. 23-0048/SAS)

WHEREAS, an application has been filed by Herbst Raich Investments, LLC as Case File No. 23-0048 for a final plat known as Meadowland Estates West; and

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

Lots 1-30 Block 1 and Outlot A Meadowland Estates West

WHEREAS, the Blaine City Council granted final plat approval on June 5, 2023, subject to the conditions as contained in Blaine City Council Resolution No. 23-96; and

WHEREAS, the Blaine City Council approved an extension to the recording of the final plat at the April 15, 2024 meeting.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine hereby grants an extension to the recording of the final plat for Meadowland Estates West to December 5, 2024 with the following findings:

1. Due to the presence of a rare species of plant found on site and a dispute they are working on with the DNR .
2. Resolution 23-96 Applies to this project.

PASSED by the City Council of the City of Blaine this 15th day of April, 2024.

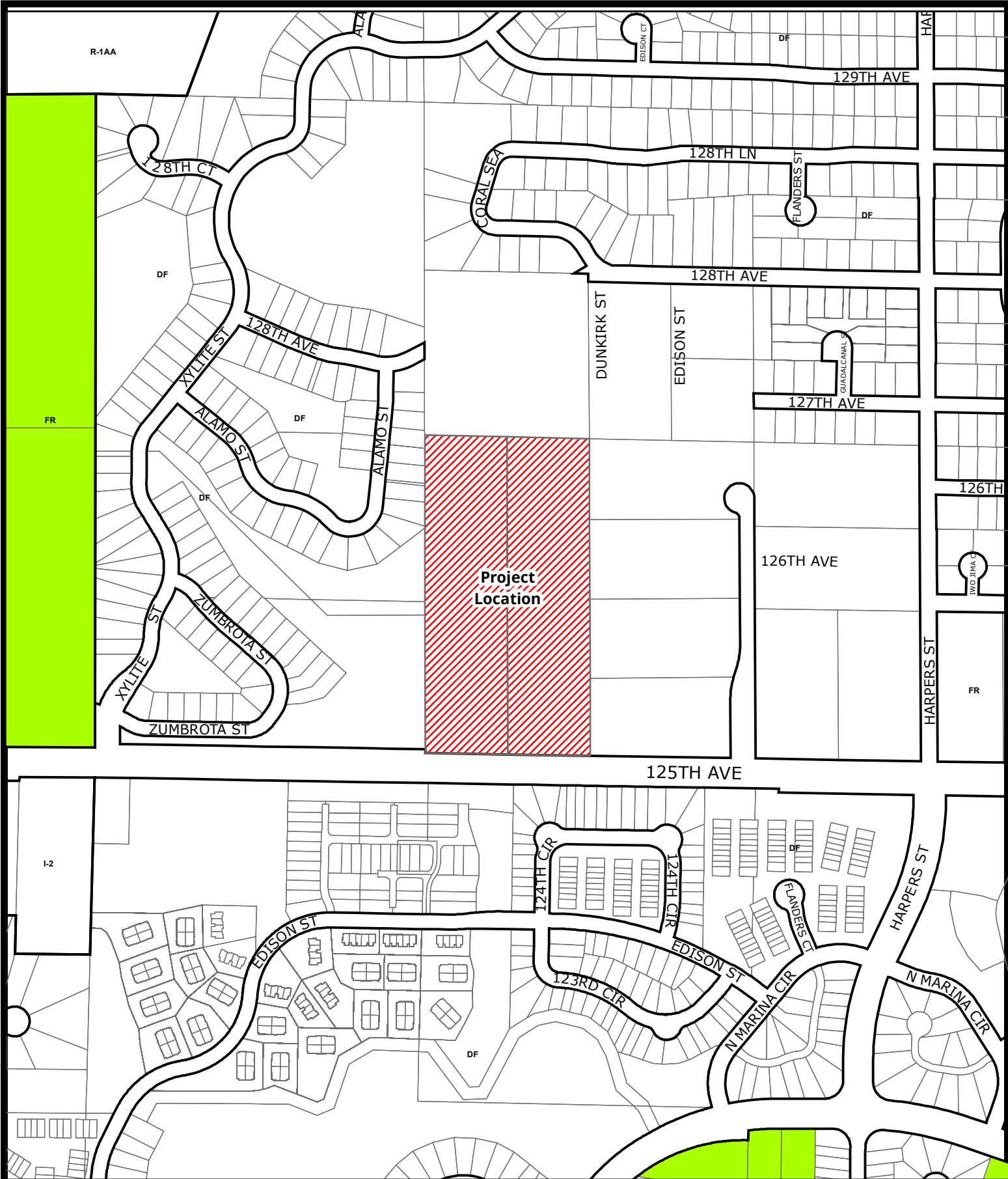


Signed by

Tim Sanders, Mayor

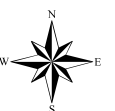
Signed by

Cathy Sorensen, CMC, City Clerk



Case File No. 23-0048
Meadowland Estates West

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



To Whom it concerns:

I am writing to provide an update regarding the Conditional Use Permit (CUP) for Meadowlands West. As the owner of the project, I understand the importance of adhering to regulations and ensuring that our development aligns with the best interests of both the community and the environment.

The completion of the CUP has been delayed due to a dispute with the Department of Natural Resources (DNR) concerning the presence of rare species of plants within the proposed development area.

Our team has made numerous good faith efforts to address the concerns raised by the DNR and to find a mutually agreeable solution. We have participated in multiple meetings with representatives from the City and the DNR, demonstrating our commitment to resolving the dispute in a manner that is respectful to both regulatory requirements and the local environment. We believe that through continued collaboration and cooperation, we will be able to overcome these challenges and move forward with the development of Meadowlands West.

As of today we have reached a resolution with the DNR and we anticipate that a start date in May of 2024, In the meantime, we remain fully committed to working closely with the City of Blaine and the DNR to ensure that all necessary steps are taken to address the concerns raised and to facilitate the timely approval of the CUP.

Please extend request for 6 months.

Thank you for your understanding and patience throughout this process. We are confident that by working together, we can achieve a positive outcome that benefits all parties involved.

Best regards,

Nathan Raich

Owner, Meadowlands West

📞 651-283-1305

✉️ Nate@RHbuildersMN.com

📍 9240 Baltimore St NE., #110, Blaine
MN 55449

MEADOWLAND ESTATES WEST

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

KNOW ALL PERSONS BY THESE PRESENTS: That Herbst Raich Investments LLC, a Minnesota limited liability company, owner of the following described property:

That part of the West Half of the West Half of the Southeast Quarter of the Southwest Quarter of Section 3, Township 31, Range 23, lying North of the North right of way line of CSAH No. 14, according to the United States Government Survey thereof and situated in Anoka County, Minnesota.

AND

That part of the East Half of the West half of the Southeast Quarter of the Southwest Quarter of Section 3, Township 31, Range 23, Anoka County, Minnesota lying North of ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NUMBER 46.

Has caused the same to be surveyed and platted as MEADOWLAND ESTATES WEST and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as shown on this plat.

In witness whereof said Herbst Raich Investments LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper partner this ____ day of _____, 20 ____.

HERBST RAICH INVESTMENTS LLC

Nathan Raich, General Partner

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____ by Nathan Raich, General Partner of Herbst Raich Investments LLC, a Minnesota limited liability company, on behalf of the company.

_____(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 MEADOWLAND ESTATES WEST was approved and accepted by the City Council of the City of Blaine, Minnesota at a regular meeting thereof held this ____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

CITY COUNCIL, CITY OF BLAINE, MINNESOTA

By: _____, Mayor
By: _____, Clerk

COUNTY SURVEYOR

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

David M. Ziegmeier
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

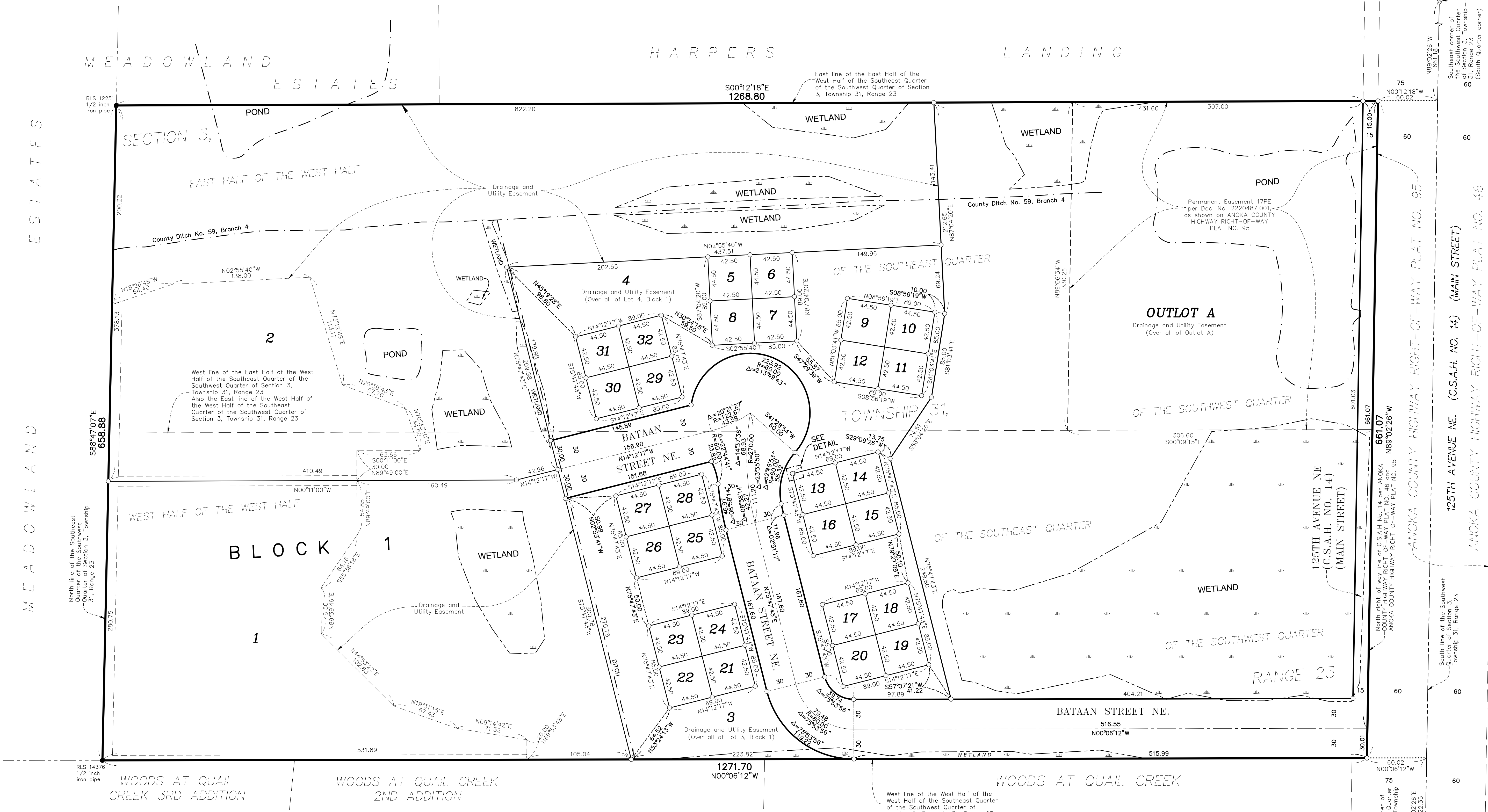
County of Anoka, State of Minnesota

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

County Recorder/Registrar of Title
By: _____, Deputy

MEADOWLAND ESTATES WEST

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



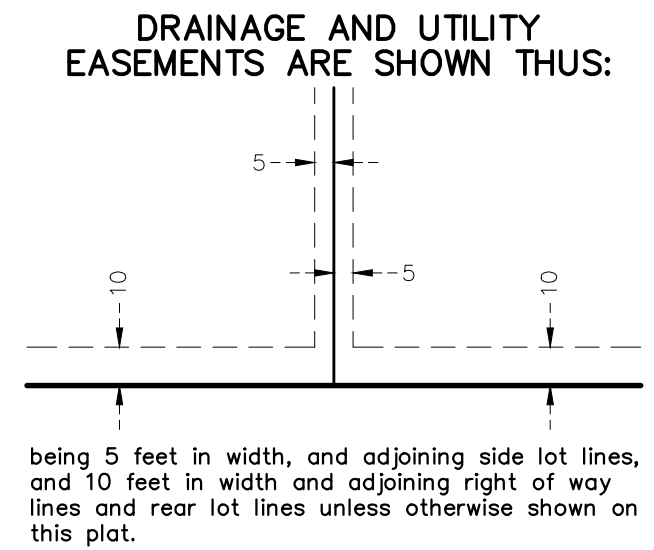
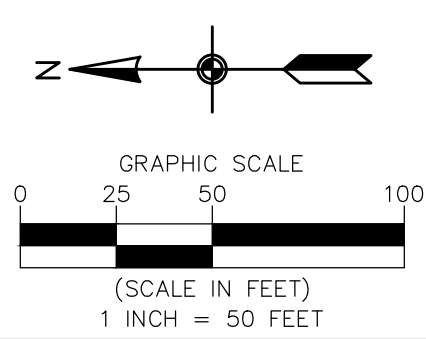
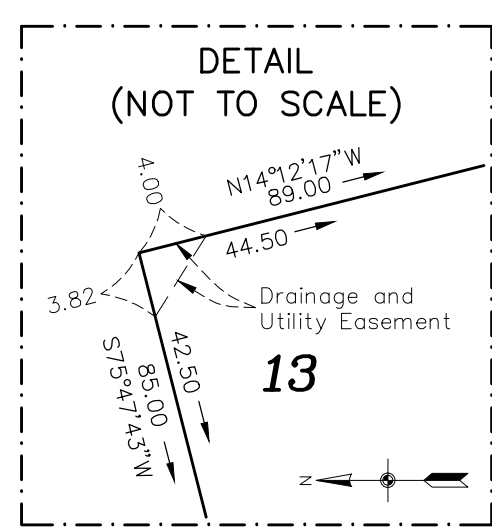
For the purposes of this plat, the East line of the East Half of the West Half of the Southeast Quarter of the Southwest Quarter of Section 3, Township 31, Range 23 is assumed to have a bearing of South 00 degrees 12 minutes 18 seconds East.

○ 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 Iron Monument

⊙ Denotes Found Anoka County Cast Iron Monument

Denotes Wetlands delineated by Kjolhaug Environmental Services Company in 2021





City of Blaine

Signature Copy

Resolution: RES 23-96

Resolution Granting Final Plat Approval to Subdivide 19.24 Acres into 2 Single Family Lots, 28 Townhome Lots, Common Space and One Outlot to be Known as Meadowland Estates West at 2741 and 2775 125th Avenue NE. Herbst Raich Investments, LLC (Case File No. 23-0048/SAS)

WHEREAS, an application has been filed by Herbst Raich Investments, LLC as Case File No. 23-0048 for a final plat known as Meadowland Estates West; and

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

That part of the West Half of the West Half of the Southeast Quarter of the Southwest Quarter of Section 3, Township 31, Range 23, lying North of the North right of way line of CSAH No. 14, according to the United States Government Survey thereof and situated in the Anoka County, Minnesota. (Abstract property)

AND

That part of the East Half of the West Half of the Southeast Quarter of the Southwest Quarter of Section 3, Township 31, Range 23, Anoka County, Minnesota lying North of Anoka County Highway Right-of-Way Plat Number 46. (Abstract property)

WHEREAS, the Blaine City Council granted preliminary plat approval on March 6, 2023, subject to the conditions as contained in Blaine City Council Resolution No. 23-37; 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 Meadowland Estates West 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 Meadowland Estates West.

1. The developer is responsible for recording plat mylars with Anoka County. Proof of recording must be provided prior to issuance of building permits.

2. Park dedication is required for the 28 new lots/units being constructed at the rate of \$4,894 per unit (2023 rate), for a total park dedication fee of \$137,032. This amount must be paid prior to releasing the plat mylars for recording at Anoka County.
3. All development signage by separate review.
4. The required tree preservation includes 11 trees planted onsite. This is part of the overall landscape that includes 84 trees be planted.
5. The Developer is responsible for recording the plat mylars with Anoka County. Proof of recording must be provided to the City prior to issuance of building permits.
6. 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.
7. The overall development shall be certified by a professional engineer licensed in the State of Minnesota and indicate all structures shall be protected from flooding.
8. Plans and specifications must be approved by the City prior to start of construction.
9. An Anoka County right-of-way permit is required prior to start of any site work.
10. CCWD permit is required prior to city approval of construction plans and specifications.
11. 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.
12. 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.
13. The grading plan shall provide greater detail on protecting existing trees and provide additional information on adjacent property.
14. 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.
15. A protective buffer strip of natural vegetation, at least 15-feet in width (but 25-feet is preferred), shall surround all wetlands. This buffer strip shall be placed in easement.
16. The Developer is to provide access for inspection and maintenance of storm water management infrastructure. Restrictions will be placed on lot lines as needed to limit fences and landscaping to ensure access.
17. The developer has responsibility to construct any required improvements to 125th Avenue NE associated with this development per Anoka County plat review comments.
18. All local public streets require dedication of 60 feet of right-of-way and shall be constructed to 29 feet back-to-back of width.
19. All streets will follow the Anoka County Street name grid system.
20. Streetlights shall be installed in the manner, location and type prescribed by the City Engineer. The Developer shall pay the costs of all the street lighting installations. The City agrees to pay the cost of maintaining the portion of lights that are installed that reflect the normal and typical lighting requirements of the City. Additional lights, and those

within neighborhoods that are installed by the Developer will be required to be maintained by the Homeowners Association.

21. Hydrant locations must be reviewed and approved by the Fire Department.
22. The 2023 rate for Sanitary Sewer District 6 is \$6,853 per upland acre and will be applied to the acreage platted. This phase is proposing to develop approximately 5 acres of upland for a total sewer area charge of \$34,265.
23. 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.
24. Developer shall explore water source for landscape irrigation systems installed throughout the development, including the possible use of created ponds or storm water reuse.
25. Developer to install grouped mailboxes with design and locations approved by the City and US Postal Service.
26. As-built surveys shall be required to verify structure elevations, custom grading requirements, and final lot grading elevations.
27. The Developer shall process a Letter of Map Change with FEMA prior to issuance of building permits within the unnumbered A-Zone on the FEMA flood map. Developer shall provide all FEMA paperwork and structure as-built surveys to homeowners at time of lot closing. Developer is responsible for following through with FEMA as necessary to receive final FEMA documents and to provide those documents to the homeowners, and to record the final documents on the certificate of title for each parcel in the development.
28. Developer to require homeowner's associations to be responsible for maintenance and upkeep of landscape improvements along and within the right-of-way.

PASSED by the City Council of the City of Blaine this 5th day of June, 2023.



Signed by _____

Tim Sanders, Mayor

Signed by _____

Cathy Sorensen, CMC, City Clerk

From: [Lisa Derr](#) on behalf of [PublicComment](#)
To: [Lisa Derr](#)
Subject: FW: Meadowlands West Extension Vote
Date: Monday, April 15, 2024 9:15:47 PM

From: Jon Koehler <JonKoehler@weisbuilders.com>
Sent: Monday, April 15, 2024 12:18 PM
To: CityCouncil <CityCouncil@blainemn.gov>; PublicComment <publiccomment@blainemn.gov>
Subject: Meadowlands West Extension Vote

All

It came to my attention this morning that there is a vote this evening for an extension for the rezoning required for the Meadowlands West development that I previously spoke to the council in opposition of.

I continue to be against this re-zoning request and I ask that you reject this extension request this evening. Reminders as to my previously voiced community objections are as follows:

- LDR to MDR Request: Devoid of community transitional use. The other town home developments in the area have clear transitional land use changes - Harpers Landing, Legacy Creek, Savannah Grove, etc – all have MDR use that transitions to single family LDR. This ‘hopscotch’ from three sided LDR to a to a pocketed MDR development isn’t consistent with that of the community development in the surrounding area of Blaine.
- Uncontrolled right – right out entrance to 125th vs an extension to 126th to the east – *Increased public safety hazard.*
- Lack of pedestrian connectivity – *Increased public safety hazard.* Residents of this neighborhood would have no sidewalk connection access
- Lack of exterior premium finishes and aesthetics – The design of the exterior facades of the buildings in the initial design submission was not consistent design aesthetics of the adjacent LDR properties. The developer did share an updated rendering at the council meeting that was improved but given the financial hardships that currently exist in housing construction I fully expect that should you grant this extension and should he proceed with construction, that the improved components of the design will be stripped for cost savings purposes. What written requirements are in place to ensure that this doesn’t happen?
- Proposed photometric data not provided – I know that there isn’t a council requirement for photometric plan to be submitted with the proposed land use but they are adding a new city street in the back yards of existing single family homes as there isn’t a buffer or lots backing existing lots being considered.

- Continued growing home density in the area - City development should not be solely profit based. There should be some consideration about tax revenue, but the visual impact, functionality, and fit of a development should be the City priority along with code and regulation conformance

Also, a year ago the Developer was unofficially floating a single family concept in which he was sending to my neighbors and telling them that he will be 'forced' to pivot to this plan if approval wasn't granted. This plan assumed the incorporation of the 20 acres of 2798 128th Ave NE into this development. The 2798 property was sold in May 23' to a single family and I have to assume that the new family who now calls Blaine home, has no plans of selling this property to the Developer.

I again ask you to please reconsider the approval for this development and vote against the requested extension. I am and continue to be an advocate for the growth of Blaine, however this zoning change is simply not in the best interest of the community.

Please feel free to reach out to discuss any items you may have on this as I am happy to discuss.

Jon Koehler
Vice President

Weis Builders, Inc.
7645 Lyndale Avenue S, Minneapolis, MN 55423
TEL 612.243.5000 | DIRECT 612.243.4625 | CELL 612.490.1576

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City of Blaine Staff Report

File Number: RES 24-79

Agenda Date	Status
April 15, 2024	
In Control	File Type
City Council	Resolution

Development Business - Sheila Sellman, City Planner

Agenda Item # 10.4

Resolution Granting a Six-Month Extension to a Conditional Use Permit Amendment to Allow Two Single Family Lots and 28 Townhomes in a DF (Development Flex) Zoning District at 2741 and 2775 125th Avenue NE. Meadowland Estates West (Herbst Raich Investments, LLC) (Case File No. 23-0007/SAS)

Executive Summary

The applicant is requesting a six-month extension to a Conditional Use Permit (CUP) Amendment for development of 28 townhome units and retention of two single family homes. The applicant has been working with the DNR concerning the presence of rare species of plants within the proposed development.

Background

Planning Commission Public Hearing	02/14/23
City Council (Conditional Use Permit)	03/06/23
City Council (Conditional Use Permit Extension)	04/15/24
Action Deadline	06/04/24

Staff report prepared by Sheila Sellman, City Planner

On March 6, 2023, the Council approved a Conditional Use Permit (CUP) to allow two single family lots and 28 townhomes in a Development Flex (DF) zoning district. Per section 27.04 of the zoning code construction must commence within one year of the date granting the conditional use or variance, or the permit becomes null and void. To date, construction has not started, therefore the applicant has requested a six-month extension. The applicant's request indicates that construction was delayed due to the presence of a rare species of plant found on site and a dispute they are working on with the DNR.

The conditions around the project and the applicable code language have not changed since the CUP was approved in 2023.

These extensions are under the Council's quasi-legislative authority, allowing the Council substantial discretion in this case. The City Council may approve or deny the extension, but cannot change the conditions placed on the CUP. If the request for extension is approved, the applicant will have until September 6, 2024, to commence construction. If the application is denied, the Council would need to separately act to formally revoke the conditional use permit by resolution.

Original Staff Report:

Zoning

The subject site is zoned DF (Development Flex).

Surrounding Zoning and Uses

The surrounding properties are zoned DF. Harpers Landing development is to the east of the subject site and is developed with small single-family and townhomes. Meadowland Estates is north of the subject site and developing with single-family homes. The property to the west is Woods at Quail Creek and is developed with single family homes. The south side of the development is adjacent to 125th Avenue NE.

Existing Conditions

The site currently has wetlands, approximately 3 acres of trees, a county ditch (north to south), Anoka County storm pond for 125th Avenue, and open grass areas. There are two existing single-family homes.

Evaluation of Request

Plat

The applicant is proposing to develop approximately 19.24 acres into 28 town home lots, 2 single-family lots (existing homes to remain), one outlot, and common space. Lots 1 and 2 are retained for the existing single-family homes. The DF zone does not have minimum lot sizes.

As proposed, the lot sizes are as follows:

- Lot 1: 3.18 acres
- Lot 2: 5.09 acres
- Lot 3: 29,107 square feet
- Lot 4: 1.32 acres
- Lots 5 - 32: 1,891 square feet
- Outlot A: 5.95 acres

Architecture

The proposed townhomes will have varying roof styles and front porches. The front elevations exterior materials will include brick, LP lap siding, panels and trim. The side and rear elevations will include some vinyl lap siding and trim.

All homes to be constructed are to be consistent in architecture, materials and style with the drawings/elevations presented with the CUP submittal. Included with the report are examples of the elevations and floor plans that were submitted by the applicant. Use of premium materials such as

brick, natural stone, stucco, cementitious or engineered wood siding or shake shingle siding are to be used on all front elevations. Vinyl/metal siding can be utilized on the side and rear elevations, which is proposed.

The elevations that were presented to the Planning Commission have been updated to add brick, dormers and different roof pitches.

Setbacks

The DF zoning district does not have set standards for setbacks; these are determined as part of the CUP. The building and garages for the townhomes' setback is 20 feet measured from the right-of-way; the front porches shall be setback at least 15 feet from the right-of-way. Patios must be within the footprint of the lot.

The single-family setbacks are as follows:

- Front yard setback – 30 feet
- Side yard setback – 10 feet for house and garage
- Rear yard setback - 30 feet

Parking

In addition to the two garage stalls per unit, there shall be one parking space for each three units for guest parking. Guest parking may include on street parking spaces on private roads. The parking provided meets this requirement.

Landscaping

The proposed landscape plan meets requirements with 84 trees being planted. Trees will be planted along the new street off 125th Avenue and along the boundaries of the townhomes. The trees along the eastern portion of the townhomes will act as a further buffer to the properties in Meadowland Estates. There is also a wetland and a new pond that will act as a natural buffer.

Tree Preservation

Approximately 1.4 acres of trees will be disturbed during construction and the City's tree preservation requirement includes replacing eight trees per acre for all disturbed portions of the development. This would mean that 11 trees would be required for tree replacement purposes. The developer has proposed a total of 84 trees within this development. The tree preservation replacement requirement has been met.

Park Dedication

Park dedication will be required for the 28 new lots/units being constructed at the rate of \$4,894 per unit (2023 rate), for a total park dedication fee of \$137,032. This amount must be paid prior to releasing the plat mylars for recording at Anoka County.

Grading/Storm Drainage

The developer is proposing to grade the entire site as shown on the CCWD and City approved grading, drainage, erosion protection and sediment control plans prepared by the Developer's Engineer.

The plans shall include existing drainage patterns (contours) with flow arrows, soil boring locations, perimeter site protection, tree preservation, tree clearing limits, custom grading, proposed grading contours, proposed drainage patterns with flow arrows, storm water management, SWPPP information, temporary erosion protection Best Management Practices (BMPs), and temporary sediment control BMPs information for the site.

The SWPPP may be included in the construction plan sheet(s) or prepared as a separate document and included in the development construction contract specifications.

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

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

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

Utilities

The developer will be responsible for trunk sanitary sewer area charges when with platting for upland acreage. The 2023 rate for Sanitary Sewer District 6 is \$6,853 per upland acre and will be applied to the acreage platted. This phase is proposing to develop approximately 5 acres of upland for a total sewer area charge of \$34,265.

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

Hydrant locations must be reviewed and approved by the Fire Department. Developer shall explore water source for landscape irrigation systems installed throughout the development including the possible use of created ponds or storm water reuse.

Wetlands/Watershed/FEMA

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

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

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

Access/Street Design/Sidewalks/Trails

The development is proposing to gain/provide access from a connection to 125th Avenue NE. As this is a county road, the developer will need to construct any improvements as outlined in the development review of Anoka County's plat review comments.

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

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

Easements/Right-of-way/Permits

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

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

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

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

Conditional Use Permit

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

Section 27.04 Criteria for granting conditional use permits:

The Blaine City Council shall consider the advice and recommendations of the Planning Commission and the effect of the proposed use on the comprehensive plan and upon the health, safety, and general welfare of occupants of surrounding lands. Among other things, the Council shall consider the following findings where applicable.

1. The use shall not create an excessive burden on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area.
 - o This area is guided by the Comprehensive Land Use Plan to allow up to six units per acre of single-family homes and as amended for the townhome portion of the development up to 12 units per acre. The proposal calculates to about 2.6 units per acre (previously approved for 2.5). The school district staff meets with Planning staff annually to receive updates on potential growth. The proposed use will not place an excessive burden on parks, schools, streets, or utilities.

2. The use will be located, designed, maintained, and operated to be compatible with adjoining properties and the existing or intended character of the zoning district.
 - The surrounding properties are guided LDR (Low Density Residential). The proposed use is compatible.
3. The use shall have an appearance that will not have an adverse effect upon adjacent properties.
 - The use is single-family and townhomes, which is consistent with the designated LDR and LMDR land use and the land use of surrounding properties.
4. The use, in the opinion of the City Council, shall be reasonably related to the overall needs of the City and to the existing land use.
5. The use shall be consistent with the purposes of the zoning code and purposes of the zoning district in which the applicant intends to locate the proposed use.
 - The purpose of the DF (Development Flex) zoning district is to provide for greater flexibility in land use planning and maximize the choice of housing types and styles than is possible under the strict application of other sections of this ordinance.
6. The use shall not be in conflict with the comprehensive plan of the City.
 - The proposed land use allows up to 2.5-12 units per unit with a mixture of housing types. The development calculates to about 2.6 units per acre and is not in conflict with the Plan. The single-family homes that will remain will keep the land use designation of LDR.
7. The use will not cause traffic hazard or congestion.
 - The proposed development will not result in any additional traffic hazards or additional congestion to the area.
8. The use shall have adequate utilities, access roads, drainage, and necessary facilities.
 - The proposed development, once constructed, will have the required utility services, adequate roads and necessary drainage facilities to service the proposed development.

Strategic Plan Relationship

Not applicable.

Board/Commission Review

The Planning Commission voted to approve the CUP with a 5-1 vote. One resident spoke in opposition to the project.

Financial Impact

Not applicable.

Public Outreach/Input

Though not required, notices of the extension request were mailed to property owners within 350 feet of the property boundaries.

Staff Recommendation

By motion, adopt the resolution or direct staff to return with a resolution denying the extension requires and identify findings for denial.

Attachment List

1. Location and Land Use Map
2. Narrative
3. RES 23-38_CUP Amend



City of Blaine

Signature Copy

Resolution: RES 24-79

Resolution Granting a Six-Month Extension to a Conditional Use Permit Amendment to Allow Two Single Family Lots and 28 Townhomes in a DF (Development Flex) Zoning District at 2741 and 2775 125th Avenue NE. Meadowland Estates West (Herbst Raich Investments, LLC) (Case File No. 23-0007/SAS)

WHEREAS, an application has been filed by Herbst Raich Investments, LLC as Conditional Use Permit Case File No. 23-0007 for Meadowland Estates West; and

WHEREAS, said case involves the property described as follows:

Lots 1-30 Block 1 and Outlot A Meadowland Estates West

WHEREAS, the Blaine City Council approved a conditional use permit amendment to allow two single family lots and 28 townhomes in a DF (Development Flex) zoning district on March 6, 2023; and

WHEREAS, the Blaine City Council has reviewed the request for extension on April 15, 2024; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine that a six-month extension to September 6, 2024 to a conditional use permit amendment is hereby approved to allow two single family lots and 28 townhomes in a DF (Development Flex) zoning district with the following findings:

1. Due to the presence of a rare species of plant found on site and a dispute they are working on with the DNR.
2. Resolution 23-38 applies to this project.

PASSED by the City Council of the City of Blaine this 15th day of April, 2024.

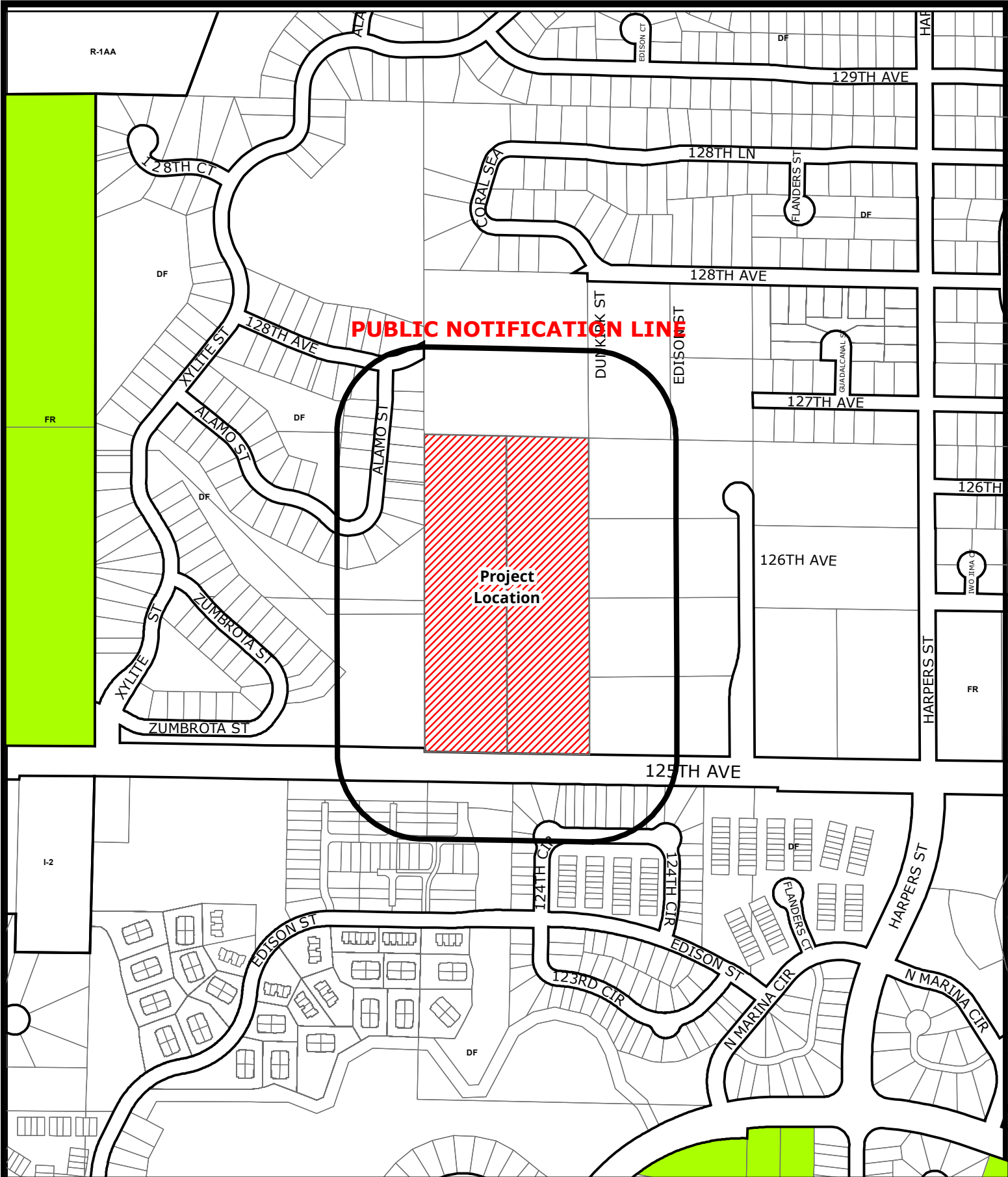


Signed by

Tim Sanders, Mayor

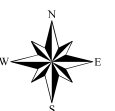
Signed by

Cathy Sorensen, CMC, City Clerk



Case File No. 23-0007
Meadowland Estates West

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



To Whom it concerns:

I am writing to provide an update regarding the Conditional Use Permit (CUP) for Meadowlands West. As the owner of the project, I understand the importance of adhering to regulations and ensuring that our development aligns with the best interests of both the community and the environment.

The completion of the CUP has been delayed due to a dispute with the Department of Natural Resources (DNR) concerning the presence of rare species of plants within the proposed development area.

Our team has made numerous good faith efforts to address the concerns raised by the DNR and to find a mutually agreeable solution. We have participated in multiple meetings with representatives from the City and the DNR, demonstrating our commitment to resolving the dispute in a manner that is respectful to both regulatory requirements and the local environment. We believe that through continued collaboration and cooperation, we will be able to overcome these challenges and move forward with the development of Meadowlands West.

As of today we have reached a resolution with the DNR and we anticipate that a start date in May of 2024, In the meantime, we remain fully committed to working closely with the City of Blaine and the DNR to ensure that all necessary steps are taken to address the concerns raised and to facilitate the timely approval of the CUP.

Please extend request for 6 months.

Thank you for your understanding and patience throughout this process. We are confident that by working together, we can achieve a positive outcome that benefits all parties involved.

Best regards,

Nathan Raich

Owner, Meadowlands West

📞 651-283-1305

✉ Nate@RHbuildersMN.com

📍 9240 Baltimore St NE., #110, Blaine
MN 55449



City of Blaine
Anoka County, Minnesota
Signature Copy

Blaine City Hall
10801 Town Sq Dr NE
Blaine MN 55449

Resolution: RES 23-38

File Number: RES 23-38

Granting a Conditional Use Permit Amendment to Allow 2 Single Family Lots and 28 Townhomes in a DF (Development Flex) Zoning District at 2741 and 2775 125th Avenue NE. Meadowland Estates West (Herbst Raich Investments, LLC) (Case File No. 23-0007/SAS)

WHEREAS, an application has been filed by Herbst Raich Investments, LLC as Conditional Use Permit Case File No. 23-0007 for Meadowland Estates West; and

WHEREAS, said case involves the property described as follows:

Lots 1-30 Block 1 and Outlot A Meadowland Estates West

WHEREAS, the Blaine Planning Commission held a public hearing on February 14, 2023, and recommended approval regarding said Conditional Use Permit; and

WHEREAS, the Blaine City Council has reviewed said case on March 6, 2023; and

WHEREAS, the criteria identified in Section 27.04 for granting a conditional use permit has been met.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine that a conditional use permit is hereby approved per Section 27.03, 29.110, 75-32 and 27.04 of the Zoning Ordinance to allow 2 single family lots and 28 townhomes in a DF (Development Flex) zoning district with the following conditions:

1. Approval is contingent upon the Metropolitan Council review and approval of the requested comprehensive plan amendment.
2. The following trees are required onsite: 1 overstory deciduous, 1 coniferous, and 1 ornamental per unit, for a total of 84.
3. Underground irrigation must be used for all landscaped areas.
4. Sod shall be required on all disturbed areas.

Single Family Development Standards

Permitted Uses

1. Single-family detached dwellings.
2. Group family daycare.

Accessory Uses

1. Private garages - one detached accessory structure, with area less than 120 square feet, will be permitted with the exception of the existing home on Lot 6. Lot 6 will be permitted to have the existing two detached structures of 600 square feet and 1,200 square feet.
2. Private swimming pools/meeting the requirements of Blaine Municipal Code Chapter 18 Article IX.
3. Keeping of not more than two (2) boarders and/or roomers per dwelling unit.

Conditional Uses

1. Home occupations listed as Conditional Uses in Section 33.10.

Standards

1. Front Yard setback - 30 feet
2. Side yard setback - 10 feet for house and garage
3. Rear yard setback - 30 feet
4. Maximum building height - 2 ½ stories or 35 feet.
5. It shall be required for all single-family dwellings that there be an attached garage constructed of a minimum of four hundred (400) square feet, with no dimension less than 20 feet. Total garage space shall not exceed one thousand (1,000) square feet. Detached garages or accessory storage buildings above 120 square feet are not permitted. One detached accessory storage building below 120 square feet is permitted provided it meets 5-foot side and rear yard setbacks and be located within the rear yard with an exception for Lot 6. Lot 6 will be permitted to have the existing two detached structures of 600 square feet and 1,200 square feet.
6. The minimum finished floor area above grade for all homes shall be 1,500 square feet.
7. All homes shall have a minimum depth and width of 24 feet.
8. Use of premium materials such as brick, natural stone, stucco, cementious or engineered wood siding or shake shingle siding are to be used on all front elevations. Vinyl/metal siding can be utilized on the side and rear elevations. There must be a variety of home styles, front elevations, and colors to provide maximum housing variety within each neighborhood. Developer to establish criteria to ensure that adjacent single-family homes built within the development do not have the same exterior color or architectural elevations.
9. All homes to incorporate multiple gables or varied roof lines and articulation of the front façade.
10. All residential dwellings must be built in conformance with the current edition of the Minnesota State Building Code.
11. Driveways shall not be constructed closer than 3 feet to the property line. All driveways and approaches shall be hard surfaced using concrete, bituminous asphalt or other city approved material that is consistent in durability and quality.
12. It shall be required that all yards of a new single-family dwelling be sodded over a minimum of 4 inches of topsoil (black dirt containing not more than 35 percent sand). Yards may be seeded over 4 inches of black dirt if underground irrigation is installed with the home.
13. All development entrance signage by separate permit.
14. All homes within 500 feet of 125th Avenue NE, to incorporate the Noise Abatement Standards with central air conditioning to mitigate noise impacts.

Townhomes Development Standards

1. The construction of all townhomes to be generally guided by the approved conditional use permit resolution and consistent with the depictions, drawings and information on the plans attached to the staff report.
2. All site plan and unit plans require approval from the Planning Department prior to any work being performed onsite.
3. No detached accessory structures are allowed except if needed to house underground irrigation controls.
4. All homes within 500 feet of 125th Avenue NE, to incorporate the Noise Abatement Standards with central air conditioning to mitigate noise impacts.
5. Townhomes must be setback at least 20 feet from public right-of-way.
6. Front porches must be setback at least 15 feet from public right-of-way.
7. Patios must be located within the townhome lot.

PASSED by the City Council of the City of Blaine this 6th day of March, 2023.



Signed by

Tim Sanders, Mayor

Date

March 6, 2023

Attest by

Catherine Sorensen, CMC, City Clerk

Date

March 6, 2023



City of Blaine Staff Report

File Number: 2024-113

Agenda Date	Status
April 15, 2024	
In Control	File Type
City Council	Motion

Administration - Jerome Krieger, Sr. Recreation Manager

Agenda Item # 11.1

Motion to approve a Contract with Beacon Athletics for the Blaine Baseball Complex Field #1 Backstop Replacement project for \$78,012.

Executive Summary

Pursuant to the City's purchasing rules, the staff is bringing forward the attached quote for a backstop replacement at Blaine Baseball Complex Field #1.

Background

The City Council discussed the Blaine Baseball Complex Field #1 Backstop project on September 25, 2023. The Council consensus was to move forward with the Blaine Baseball Complex Backstop. The Blaine Baseball Complex was established in 1984. Field #1 and the two little league fields were built during that year. In its 40-year existence, this premier field has been the home to many baseball teams. Organizations include Blaine High School Baseball, Blaine Traveling Baseball, Blaine Legion, Blaine VFW, Blaine Fusion (Town Ball team), Minnesota Iceman, Blaine Area Little League, Spring Lake Park Traveling and other adult men's teams.

The staff have noticed in the last year or two that the backstop poles are starting to lean, especially down the first baseline. The current backstop is 20' high and national safety standards for a full - size field are now 30' in height. City staff and the Blaine High School baseball staff have toured and researched other city baseball complexes to see what other fields have to offer. This current design satisfies the need and fits within our project budget. Staff met onsite with a Beacon representative to go through the specifics and details of the backstop replacement. Beacon Athletics is located in Wisconsin and serves the United States with their products. City staff have purchased their field products for over 15 years and have been very pleased with their quality.

Utilizing cooperative purchasing contracts, Parks and Recreation staff requested a quote for the Blaine Baseball Complex backstop replacement from Beacon Athletic. As part of the \$150,000 budget, there is also some additional fencing and concrete work that will be completed. Midwest Fence will complete

the tear down of the old backstop as well as install 2.5' of fencing in front of the new backstop, to secure the safety padding. The quote from Midwest Fence is \$7,500. Concrete will be poured along the back side of the backstop to replace the deteriorating asphalt surface. Contracts for this additional work will be signed by the city manager.

Staff recommends that the Beacon Athletic quote of \$78,012 be accepted. Staff is also requesting a 10% contingency on the Beacon Athletic quote of \$78,012, bringing the reconstruction of the Blaine Baseball Complex Backstop project budget to \$85,813.

Strategic Plan Relationship

This project meets the Infrastructure Management strategic plan priority.

Board/Commission Review

The Park Board reviewed the project at the July 25, 2023 meeting. The board recommended that the City Council proceed with the project.

Financial Impact

On December 18, 2023, Council adopted the Parks CIP Budget, which established the 2024 Parks Capital Program budget and appropriated \$150,000 of funding from the Park Development Fund (404) for Blaine Baseball Complex Site Improvements. This project includes various activities on field #1, including the replacement of the backstop, fencing, and concrete work which will be completed under separate contracts.

In accordance with [Minnesota State Statutes 471.345](#), contracts estimated to exceed \$25,000 but not to exceed \$175,000 may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids. [Subd. 15 of section 371.345](#) provides an exception to the aforementioned requirement to obtain quotations, as a municipality may contract for the purchase of supplies, materials, or equipment without regard to competitive bidding requirements if the purchase is through a national municipal association's purchasing alliance or cooperative created by a joint powers agreement that purchases items from more than one source on the basis of competitive bids or competitive quotations. The contract with Beacon has been secured through [Sourcewell](#), which is identified as a national municipal purchasing cooperative and, as such, the proposed contract does not require multiple quotes.

Public Outreach/Input

Reviewed by the Park Board at it's July 25, 2023 meeting. No additional outreach required.

Staff Recommendation

By motion, authorize the Mayor and City Manager to enter into a contract with Beacon Athletics at a cost of \$78,012, plus a 10% contingency for backstop poles, netting, padding and installation of the Blaine Baseball Complex Backstop replacement project.

Attachment List

1. Presentation
2. QUOTE #362160 - BLAINE, CITY OF - BACKSTOP, WALL & STADIUM PADS & INSTALL
3. Beacon Inline - Permanent Model# BSP
4. Blaine Stadium Pad



Blaine Baseball Complex Backstop Replacement – Beacon Athletics Quote

City of Blaine

Presented by: Jerome Krieger

Background

- ▶ The City Council and staff discussed the Blaine Baseball Complex Backstop replacement at the September 25, 2023 Council workshop meeting.
- ▶ The consensus from that meeting was to move forward with the backstop project.
- ▶ During the December 18, 2023 Council meeting, Finance presented the preliminary Capital Improvement Program, which included \$150,000 for the Blaine Baseball Complex backstop project.
- ▶ The Park Board reviewed the project at their July 25, 2023 meeting and recommended that the council proceeds with the project.
- ▶ Utilizing cooperative purchasing contracts, staff requested a quote from Beacon Athletics for the backstop replacement. The quote was \$78,012.
- ▶ As part of the \$150,000 budget there is some additional concrete and fencing work to complete the project. Quotes have been received for both. Staff will have the City Manager sign those contracts.
- ▶ Staff is requesting a 10% contingency on the Beacon quote bringing the total to \$85,813.



Blaine Baseball Complex Backstop



Blaine Baseball Complex Backstop Pad



Staff Recommendation

- ▶ Staff is asking the council to accept the motion for the Blaine Baseball Complex backstop project with Beacon Athletics for a total amount to \$85,813.
- ▶ Questions.



Quote

Beacon Athletics
901 Deming Way, Suite 101
Madison, WI 53717

(800) 747-5985

Sold To:

BLAINE, CITY OF
10801 TOWN SQUARE DR
BLAINE, MN 55449



visit our website at beaconathletics.com

Order Number: 0362160

Order Date: 2/6/2024

Salesperson: NB

Customer Number: B55449A

Project Mgr:

Ship To:

NATE MONAHAN
1150 PAUL PKWY NE
BLAINE BASEBALL COMPLEX
GENERAL DELIVERY
MINNEAPOLIS, MN 55434-9999

Project name: BACKSTOP & STADIUM PADS

Customer P.O.	Ship VIA	F.O.B.	Terms
	FEDEX GROUND		NOT ESTABLISHED

Special Instructions:

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount (USD)
101-100-160	EACH	1.0	0.0	0.0	21,000.0000	21,000.00

BACKSTOP, IN-LINE LIFT/TENSION
MODEL #BSP-L
PER QUOTE #N10565

FOOTPRINT: 35'-0" X 30'-0" X 35'-0"
OVERALL HEIGHT: 30'-0"
NETTING COVERAGE: 28'-0" TALL NET HUNG ABOVE 2'-0" TALL CHAIN LINK FENCE BY OTHERS

*** DIMENSIONS NOTED ABOVE ARE APPROXIMATIONS FOR ESTIMATING PURPOSES ONLY ***

NET MATERIAL: #36 BLACK TWISTED KNOTTED NYLON; 1-3/4" SQUARE
NET MOUNTING: LIFT & TENSION
POLE QTY: (4)
POLE MOUNTING: DIRECT-BURY
POLE TYPE: STEEL
POLE FINISH: BLACK PAINT
HARDWARE: INCLUDED
STAMPED ENGINEERING: [NOT INCLUDED]

ADD \$3,000 TO FINAL TOTAL FOR OPTIONAL STAMPED ENGINEERING REPORT

***** ENGINEERING DISCLAIMER *****

- ENGINEERING COST INCLUDES INITIAL ANALYSIS AND ONE (1) REVISION
- ADDITIONAL REVISIONS WILL INCUR ADDITIONAL COSTS
- IF MODIFICATIONS TO STANDARD DESIGN ARE DEEMED NECESSARY BY ENGINEERING ANALYSIS TO MEET SITE-SPECIFIC CRITERIA, ADDITIONAL MATERIAL CHARGES MAY APPLY

***** IMPORTANT - PLEASE NOTE *****

- PROJECT-SPECIFIC SHOP DRAWINGS WILL ONLY BE PROVIDED UPON RECEIPT OF ORDER
- INSTALLATION NOT INCLUDED
- CONCRETE AND FOUNDATION MATERIALS SUCH AS REBAR CAGES NOT INCLUDED
- CUSTOMER IS RESPONSIBLE FOR UNLOADING ALL MATERIAL DELIVERIES

Quote

Beacon Athletics
901 Deming Way, Suite 101
Madison, WI 53717



visit our website at beaconathletics.com

Order Number: 0362160
Order Date: 2/6/2024
Salesperson: NB
Customer Number: B55449A
Project Mgr:

Sold To:
BLAINE, CITY OF
10801 TOWN SQUARE DR
BLAINE, MN 55449

Ship To:
NATE MONAHAN
1150 PAUL PKWY NE
BLAINE BASEBALL COMPLEX
GENERAL DELIVERY
MINNEAPOLIS, MN 55434-9999

Project name: BACKSTOP & STADIUM PADS

Customer P.O.	Ship VIA	F.O.B.	Terms
	FEDEX GROUND		NET 30

Special Instructions:

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount (USD)
145-107-519	EACH	20.0	0.0	0.0	260.0000	5,200.00

CUSTOM PADDING
AER-CUSHION WOOD-BACKED STADIUM PADS FOR CHAIN LINK FENCE ATTACHMENT
#Q71340

PAD SIZE: 1' 11"H X 3'W

- FOAM: 3"
- BACKING: 3/4" WOOD
- COLOR: NAVY BLUE
- PRINTING: NO

35' RUN (X2)

** PRIOR TO PLACING ORDER **

- CUSTOMER RESPONSIBLE FOR FIELD CHECKING & CONFIRMING MEASUREMENTS, PAD SIZES, & QUANTITIES
- DRAWINGS AND ARTWORK MOCKUP NEED TO BE SIGNED AND APPROVED PRIOR TO ORDER BEING PLACED
- REQUOTE REQUIRED IF - CHANGE TO PAD SIZES, QUANTITIES, ARTWORK, OR CONSTRUCTION - INCLUDING ADDITION OF CUTOUTS, MITER OR BEVELED EDGES

145-107-519	EACH	4.0	0.0	0.0	255.0000	1,020.00
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CUSTOM PADDING
AER-CUSHION WOOD-BACKED STADIUM PADS FOR CHAIN LINK FENCE ATTACHMENT
#Q71340

PAD SIZE: 1' 11"H X 2' 6"W

- FOAM: 3"
- BACKING: 3/4" WOOD
- COLOR: NAVY BLUE
- PRINTING: NO

35' RUN (X2)

** PRIOR TO PLACING ORDER **

- CUSTOMER RESPONSIBLE FOR FIELD CHECKING & CONFIRMING MEASUREMENTS, PAD SIZES, & QUANTITIES
- DRAWINGS AND ARTWORK MOCKUP NEED TO BE SIGNED AND APPROVED PRIOR TO ORDER BEING PLACED
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Quote

Beacon Athletics
901 Deming Way, Suite 101
Madison, WI 53717

(800) 747-5985

Sold To:

BLAINE, CITY OF
10801 TOWN SQUARE DR
BLAINE, MN 55449



visit our website at beaconathletics.com

Order Number: 0362160

Order Date: 2/6/2024

Salesperson: NB

Customer Number: B55449A

Project Mgr:

Ship To:

NATE MONAHAN
1150 PAUL PKWY NE
BLAINE BASEBALL COMPLEX
GENERAL DELIVERY
MINNEAPOLIS, MN 55434-9999

Project name: BACKSTOP & STADIUM PADS

Customer P.O.	Ship VIA	F.O.B.	Terms
	FEDEX GROUND		NET 30

Special Instructions:

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount (USD)
145-107-519	EACH	5.0	0.0	0.0	260.0000	1,300.00
CUSTOM PADDING AER-CUSHION WOOD-BACKED STADIUM PADS FOR CHAIN LINK FENCE ATTACHMENT #Q71340						
PAD SIZE: 1' 11"H X 3'W						
- FOAM: 3"						
- BACKING: 3/4" WOOD						
- COLOR: NAVY BLUE						
- PRINTING: NO						
30' PRINTED RUN						
** PRIOR TO PLACING ORDER **						
- CUSTOMER RESPONSIBLE FOR FIELD CHECKING & CONFIRMING MEASUREMENTS, PAD SIZES, & QUANTITIES						
- DRAWINGS AND ARTWORK MOCKUP NEED TO BE SIGNED AND APPROVED PRIOR TO ORDER BEING PLACED						
- REQUOTE REQUIRED IF - CHANGE TO PAD SIZES, QUANTITIES, ARTWORK, OR CONSTRUCTION - INCLUDING ADDITION OF CUTOUTS, MITER OR BEVELED EDGES						
145-107-519	EACH	5.0	0.0	0.0	260.0000	1,300.00
CUSTOM PADDING AER-CUSHION WOOD-BACKED STADIUM PADS FOR CHAIN LINK FENCE ATTACHMENT #Q71340						
PAD SIZE: 1' 11"H X 3'W						
- FOAM: 3"						
- BACKING: 3/4" WOOD						
- COLOR: NAVY BLUE						
- PRINTING: ADD ON CHROMA-BOND® DIGITAL PRINTING with SPOTLIGHT™ CLEAR COAT FINISH						
30' PRINTED RUN						
** PRIOR TO PLACING ORDER **						
- CUSTOMER RESPONSIBLE FOR FIELD CHECKING & CONFIRMING MEASUREMENTS, PAD SIZES, & QUANTITIES						
- DRAWINGS AND ARTWORK MOCKUP NEED TO BE SIGNED AND APPROVED PRIOR TO ORDER BEING PLACED						
- REQUOTE REQUIRED IF - CHANGE TO PAD SIZES, QUANTITIES, ARTWORK, OR CONSTRUCTION - INCLUDING ADDITION OF CUTOUTS, MITER OR BEVELED EDGES						
145-107-509	EACH	1.0	0.0	0.0	1,000.0000	1,000.00
ADD ON CHROMA-BOND® DIGITAL PRINTING WITH SPOTLIGHT™ CLEAR COAT FINISH - "BLAINE" LOGO						
207-107-109	EACH	136.0	0.0	0.0	9.5000	1,292.00
WASHER 3" - 1/8" GALVANIZED, 3/8" CIRCLE IN CENTER. SCREWS ARE NOT INCLUDED.						

Quote

Beacon Athletics
901 Deming Way, Suite 101
Madison, WI 53717

(800) 747-5985

Sold To:

BLAINE, CITY OF
10801 TOWN SQUARE DR
BLAINE, MN 55449



visit our website at beaconathletics.com

Order Number: 0362160

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BLAINE BASEBALL COMPLEX
GENERAL DELIVERY
MINNEAPOLIS, MN 55434-9999

Project name: BACKSTOP & STADIUM PADS

Customer P.O.	Ship VIA	F.O.B.	Terms
	FEDEX GROUND		NET 30

Special Instructions:

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount (USD)
/INSTALL						41,700.00

INSTALLATION SERVICE

PRODUCTS FOR INSTALLATION: INLINE BACKSTOP & STADIUM PADS

PROJECT NAME: BACKSTOP & PADS

PROJECT LOCATION: 1150 PAUL PARKWAY NORTHEAST BLAINE, MN 55434

GENERAL PROJECT ASSUMPTIONS:

- Clear and clean access to site at all times during construction
- Proposal based on ability to perform all install work in a continuous work schedule with one (1) mobilization
- Spoils to remain on site
- Proposal is subject to change based on onsite adverse soil conditions

GENERAL PROJECT EXCLUSIONS:

- Core Drilling (through concrete) or rock drilling
- Location of private utilities
- Traffic control or lane closures
- Signage
- Site survey, grade heights
- Dewatering
- Grading, grubbing, clearing, or staking of netting pole and/or fence location
- Landscape reclamation
- Temporary fence
- Performance bonds
- Participation in OCIP and/or CCIP
- Permits, licenses, fees
- Union labor
- Ground protection
- Demo of current chain link fence

Note: For orders without tax exemption certificates on file, sales tax will be charged, where applicable, at the time of invoicing.

Net Order:	73,812.00
Discount	0.00
Freight:	4,200.00
Sales Tax:	0.00
Order Total (USD):	78,012.00

Our promise to our customers...

- Prompt response to your inquiries from knowledgeable and courteous staff
- Quality products that meet your demanding requirements
- Commitment to continuous improvement to achieve an exceptional customer experience

Let me know if we have failed to achieve this promise - or if we have exceeded your expectations.

John Maher, CEO



BEACON ATHLETICS SALES ORDER TERMS AND CONDITIONS

These Terms and Conditions apply to all sales by Beacon Athletics, LLC, a Wisconsin limited liability company ("Seller") to the entity identified on the sales order ("Sales Order") issued by Seller to the entity ("Buyer") to whom Seller shall sell certain goods ("Goods"). These Terms and Conditions together with the applicable Sales Order(s) (collectively, the "Agreement") constitute the entire agreement relating to the subject matter hereof and supersedes all prior or contemporaneous understandings or statements. Any terms submitted by either party which are in addition to or inconsistent with the Agreement (including, without limitation, any terms in a purchase order, order acknowledgment, quotation, invoice, bill of lading or other instrument) are not binding and are expressly rejected, unless agreed to in writing and signed by both parties.

1. PRICES; PAYMENT. The purchase price of the Goods will be as stated in the applicable Sales Order(s) ("Price"), which shall include any applicable sales tax unless Buyer first provides to Seller a valid tax exemption certificate. All Sales Orders are subject to credit approval by Seller. Unless specified otherwise in the relevant Sales Order(s), Buyer shall pay all amounts due for the Goods within thirty (30) days from the date of the applicable invoice, provided that Seller may require pre-payment of all or part of the Price as determined by Seller in Seller's sole and absolute discretion. All past due amounts shall bear interest at the lower of 1.50% monthly (18% annually) or the maximum amount allowed by applicable law. If Buyer fails to make payments or otherwise breaches a material obligation of the Agreement, Seller, may, at its option, by written notice to Buyer, terminate the Agreement or defer shipments or performance.

2. CUSTOM ORDERS. Custom specifications for Goods, if any, shall be detailed in the applicable Sales Order. Buyer shall be solely responsible for confirming that such specifications are designed to meet Buyer's requirements. Upon execution of the applicable Sales Order, Buyer assumes sole responsibility for the full cost of the custom Goods, including product cost, any related service (including but not limited to installation), and shipping costs.

3. CHANGES AND CANCELLATIONS. Buyer may not cancel or change a Sales Order without the written consent of Seller. In no event shall Buyer be entitled to cancel or change a Sales Order where Seller has scheduled shipment of the Goods within thirty (30) days of Buyer's request therefor. If Buyer desires to cancel or change an open Sales Order, Buyer must deliver a written request to Seller, which Seller may approve or reject in its sole and absolute discretion. Where Seller approves Buyer's request for cancellation or change to a Sales Order, Seller shall be entitled to charge Buyer, and Buyer shall be required to pay, a cancellation charge equal to the cost of work completed and/or charges for materials purchased for the Sales Order.

4. DELIVERY. Unless otherwise specified in the Sales Order, all Goods shall be shipped at Buyer's expense and all shipments are F.O.B. Seller's or its suppliers' distribution centers. Seller has the right to select the mode and carrier of shipment.

5. INSPECTION FOR DAMAGES AND ACCEPTANCE. Upon Buyer's receipt of the Goods, Buyer shall immediately inspect the Goods, confirm the receipt quantity and take photographs of the Goods and packaging condition. Unless Buyer provides Seller with written notice of claim for damaged Goods or shortages within five (5) business days after receipt of shipment, such Goods shall be deemed finally inspected, checked and accepted by Buyer. Claims for damaged Goods due to shipping damages shall not be approved without photographic evidence of the Goods while on the shipping trailer.

6. WARRANTIES. Seller warrants that Goods supplied shall conform to the description stated in the Sales Order and shall be free from defects in material or workmanship. This warranty shall be effective for a period of one (1) year from the date of delivery of the Goods to Buyer. Seller disclaims all other warranties, express or implied, oral or written, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. Purely as an accommodation to Buyer, Seller may refer or suggest third parties for Buyer to independently hire and install the Goods (each such third party being an "Installer"). Seller makes no warranties, express or implied, and specifically disclaims all liability and disclaims and excludes any and all warranties of merchantability, fitness for a particular purpose or workmanship as to any construction means and methods or any other services performed by any Installer.

7. REMEDIES. In the event that Buyer is in default or otherwise breaches this Agreement, Seller shall be entitled to pursue any and all remedies, legal or equitable including an action to recover the total Price, as well as its costs of enforcing the Sales Order, including, without limitation, its attorneys' fees. If Buyer alleges Seller to be in default under Section 6 hereof, Buyer shall give written notice to Seller stating the same and Seller shall repair or replace the defective or non-conforming Goods within a reasonable time period, which shall be Buyer's sole and exclusive remedy for such breach.

8. LIMITATION OF LIABILITY. Neither party will be liable to the other party for any consequential, special, incidental, indirect, exemplary or punitive damages or losses, or any loss of profits, revenues, opportunities, goodwill or capital. Seller's total liability under the Agreement will be limited to the Price giving rise to the claim.



9. INDEMNITY. Buyer shall defend, indemnify and hold harmless Seller and its affiliates and their respective officers , directors and employees, from and against any claims, liabilities, losses, damages or injuries of any kind (including, without limitation, reasonable attorneys' fees) caused by Buyer or the use or misuse of the materials by Buyer or any third party after Buyer's receipt thereof ; provided, however, Buyer shall have no obligation to indemnify hereunder if and to the extent that the relevant claim or liability is caused by an indemnified party. This provision shall not relieve Buyer of any pro rata, proportional, contributory or other allocation of liability under applicable laws.

10. COPYRIGHTS AND LICENSES. Seller shall be deemed the author of the tangible and intangible creative work used to manufacture the Goods, including but not limited to drawings, specifications, models and other similar items ("Instruments of Service"). Upon Buyer's written request, Seller shall provide copies of the Instruments of Service to Buyer conditioned on Buyer's full payment of the Price and the terms hereof . Buyer (or its assigns as authorized by Seller in writing) shall have a perpetual, nonexclusive license to use the Instruments of Service for installation or maintenance of the Goods provided that Buyer agrees to indemnify and hold harmless Seller from all costs and expenses, including cost of defense, related to claims and causes of action asserted by any person or entity to the extent such costs and expenses arise from Buyer's (or its authorized assignee's) use of the Instruments of Service hereunder. Buyer shall not reproduce or make available to third parties the Instruments of Service without Seller's prior written consent (other than for installation or maintenance of the Goods). Buyer shall indemnify Seller for all costs and expenses incurred by Seller to enforce any copyright violations resulting from Buyer's breach of these obligations .

11. FORCE MAJEURE. Neither party will be responsible for failure or delay in performing hereunder (except for the payment of money) due to a cause or circumstance which is beyond that party's reasonable control , including, without limitation, wars or civil disorders, fires, earthquakes, floods, severe weather, acts of God, changes in law or governmental directives, delays in transportation, material shortages, strikes, lockouts, slowdowns or other similar labor disruption.

12. GOVERNING LAW. The Agreement is governed by the laws of, and each party submits to the exclusive venue and jurisdiction of the state or federal courts in, the State of Wisconsin.

13. ACCEPTANCE. This Agreement may be executed in several counterparts , all of which taken together shall constitute one single agreement between the parties hereto. Signatures may be evidenced by facsimile or electronic transmission, the same of which shall be treated as originals.

14. MISCELLANEOUS. The terms of the Agreement do not and are not intended to confer any rights or remedies upon any person or entity other than Buyer. Neither party may assign or transfer the Agreement , without the other party's prior written consent . No modification or amendment of the Agreement shall be binding unless it is in writing and signed by both parties. A party's waiver of any breach of, or failure to strictly enforce, the Agreement will not waive, limit or affect that party's right to do so thereafter. If any provision of the Agreement is invalid , illegal, void or unenforceable, then that provision will be deemed severed from this Agreement and will not affect the validity or enforceability of the remaining provisions of the Agreement .

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the order date specified in the Sales Order.

Sales Order Reference #: 0362160

Seller:

BEACON ATHLETICS, LLC

By: _____

Name: _____

Title: _____

Date: _____

Buyer:

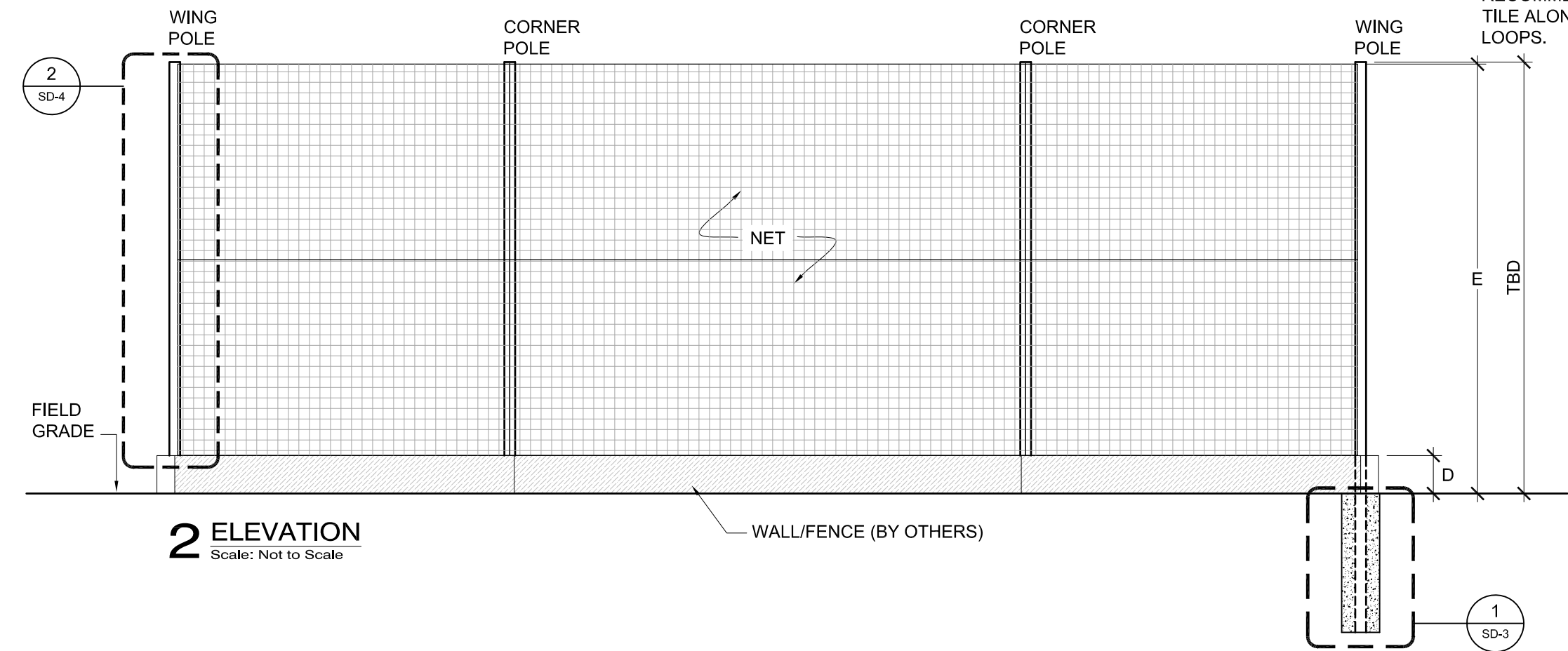
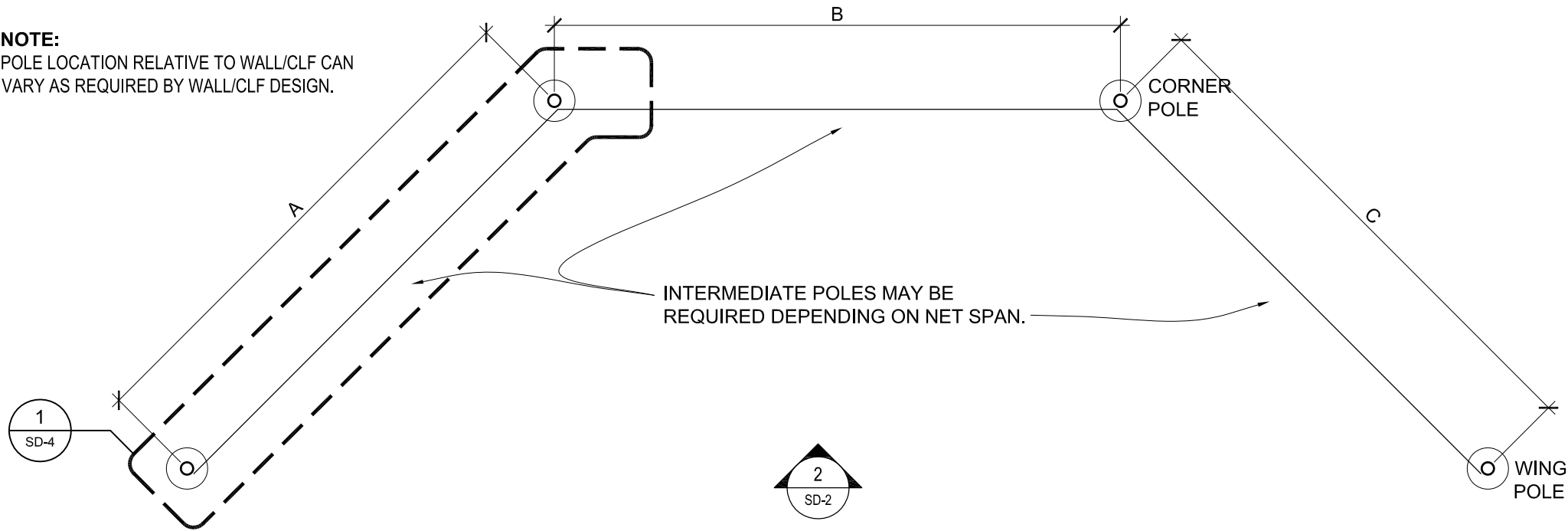
BLAINE, CITY OF

Sign: _____

Name: _____

Title: _____

Date: _____



BACKSTOP DIMENSIONAL CHART

PLAN ID	DESCRIPTION	REQUIRED DIMENSION
A	Wing Pole to Corner Pole	
B	Corner Pole to Corner Pole	
C	Corner Pole to Wing Pole	
D	Wall or Fence height from field grade	
E	Net height from field grade	

NOTES:
BASED ON DIMENSIONS PROVIDED, POLE SPECIFICATIONS, LENGTHS AND FOOTINGS WILL BE DETERMINED BY BACKSTOP ENGINEERING.

MANUFACTURER TO PROVIDE STAMPED ENGINEERING CALCULATIONS FOR POLE SPECIFICATIONS AND FOOTING DETAIL BASED ON CLIENT PROVIDED SITE SOILS DATA, PREVAILING CODE AND DESIGN WIND SPEED.

MAINTAIN A MINIMUM CLEAR DISTANCE OF 36" IN FRONT AND IN BACK OF NET TO AVOID DAMAGE. REPEATED RUBBING AND PINCHING OF THE NET AGAINST OBSTRUCTIONS INCLUDING BUT NOT LIMITED TO WALLS, LIGHT POLES AND FENCING WILL CAUSE TEARING AND NET FAILURE.

IF THE BOTTOM OF THE NET WILL BE NEAR THE TOP OF A CHAIN LINK FENCE, CARE SHOULD BE TAKEN TO PROTECT THE NET FROM THE TOP LOOPS OF THE CHAIN LINK FABRIC. BEACON ATHLETICS RECOMMENDS INSTALLING FENCE CAP OR SLIT DRAIN TILE ALONG THE TOP OF THE FENCE TO COVER THE LOOPS.

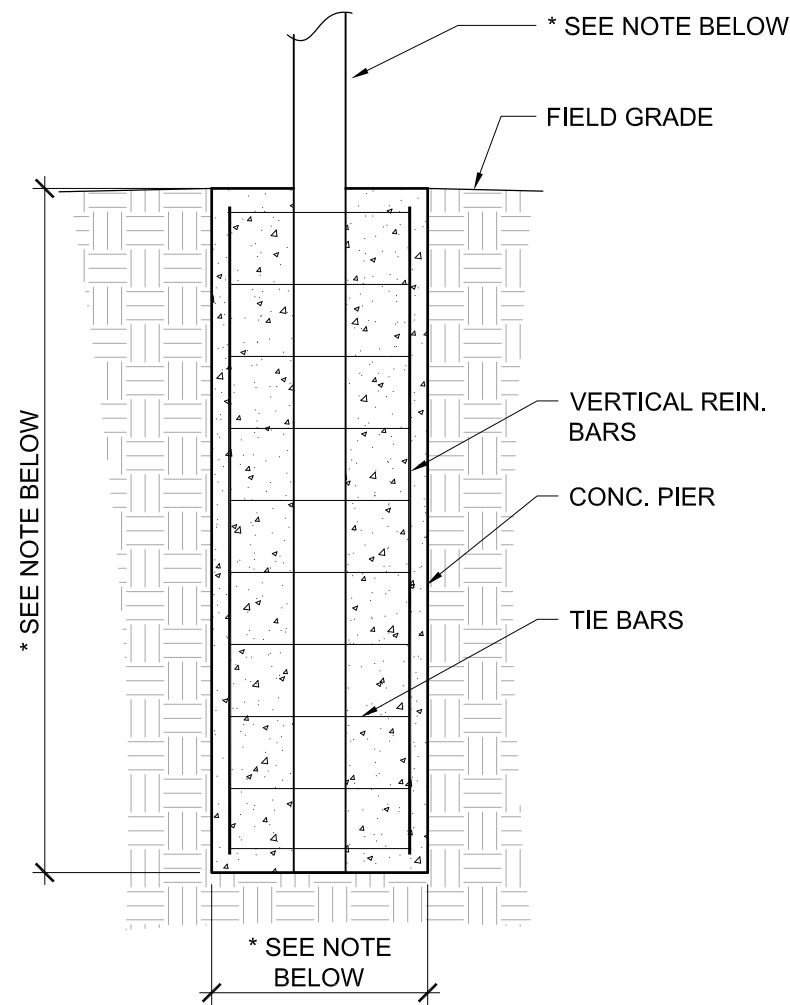


DRAWING TITLE:
BEACON INLINE BACKSTOP - PERMANENT MODEL# IL-P
PLAN AND ELEVATION

CUSTOMER NAME: -
PROJECT NAME: -
PROJECT LOCATION: -

REVISION #	DATE	BY
REV 1	5/4/15	TMB
REV 2	9/21/15	TMB

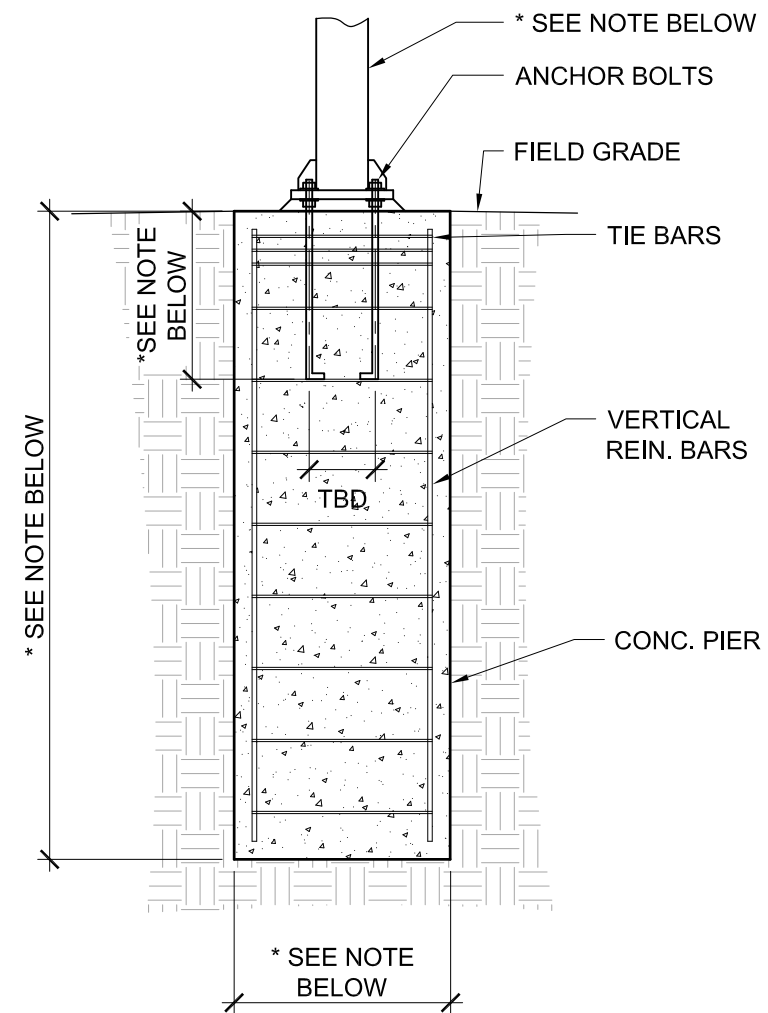
SCALE: SEE DWG
DRAWN BY: JP
DATE: 12/01/14
PROJECT NO:
DRAWING NO:
SD-2



*NOTE:
MANUFACTURER TO PROVIDE SIGNED AND SEALED
STRUCTURAL ENGINEERING REPORT TO INCLUDE
POLE, CABLE AND FOOTING DETAIL.

1 FOOTING - DIRECT BURY OPTION

Scale: 3/8"=1'-0"



*NOTE:
MANUFACTURER TO PROVIDE SIGNED AND SEALED
STRUCTURAL ENGINEERING REPORT TO INCLUDE
POLE, CABLE AND FOOTING DETAIL.

FOOTING - PLATE MOUNT OPTION

Scale: 3/8"=1'-0"

PLEASE SELECT PREFERRED FOOTING OPTION

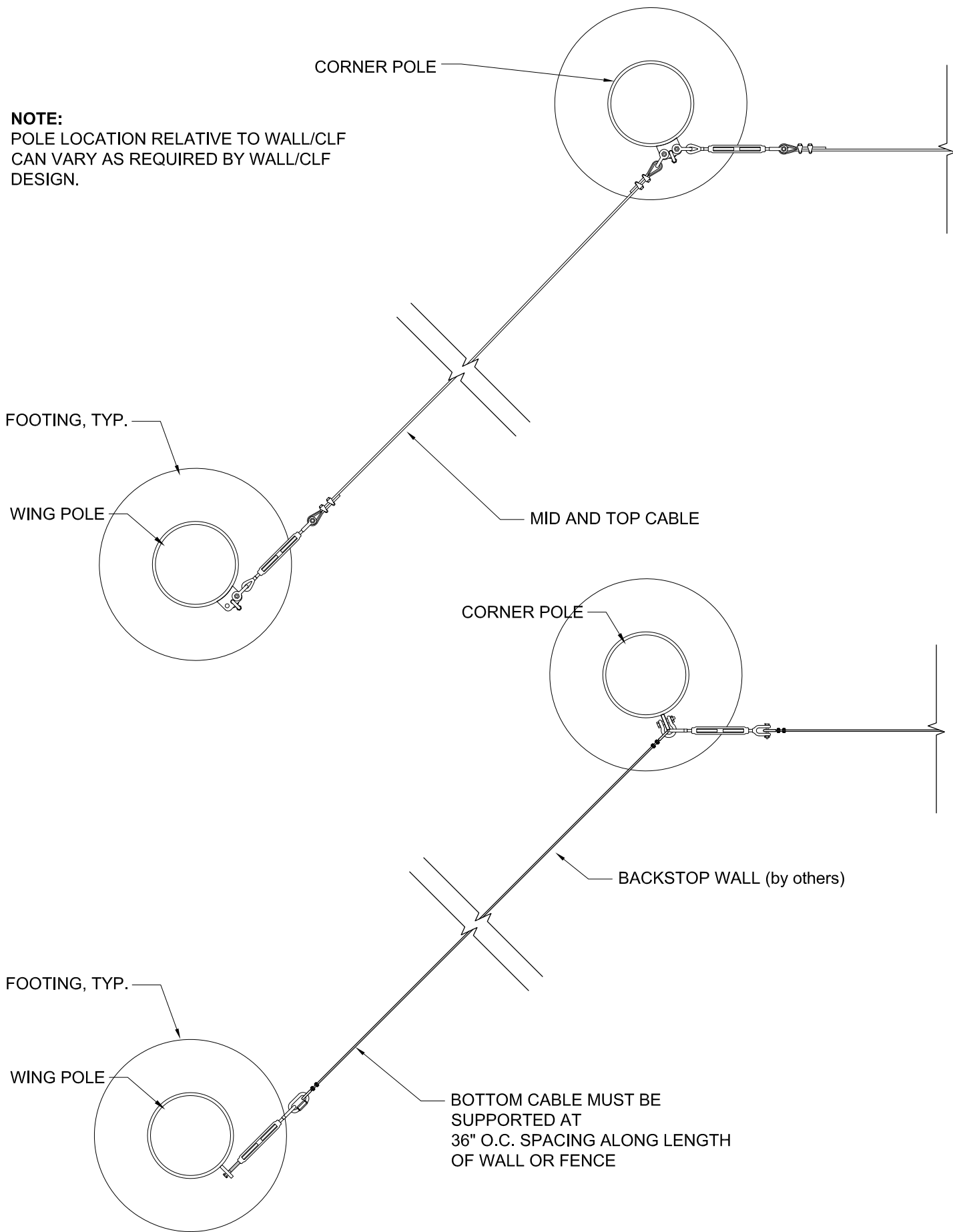
DRAWING TITLE:
BEACON INLINE BACKSTOP - PERMANENT MODEL# IL-P
FOOTING DETAIL

CUSTOMER NAME: -
PROJECT NAME: -
PROJECT LOCATION: -

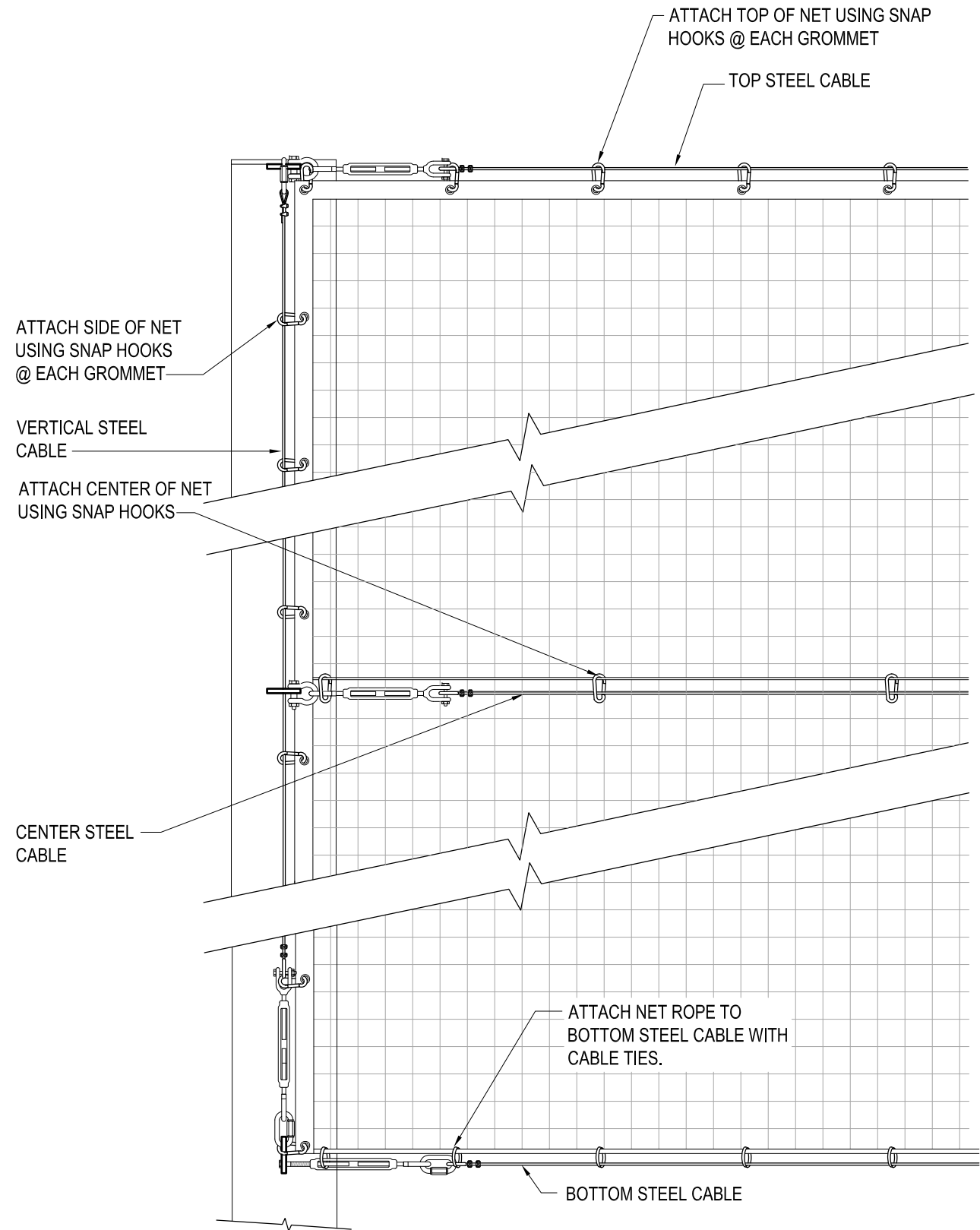
REVISION #	DATE	BY
REV 1	5/4/15	TMB
REV 2	9/21/15	TMB

SCALE:	SEE DWG
DRAWN BY:	JP
DATE:	12/01/14
PROJECT NO:	
DRAWING NO:	

SD-3



1 ENLARGED PLAN VIEW
Scale: 3/4" = 1'-0"



2 WING POLE DETAIL
Scale: 3/4" = 1'-0"

DRAWING TITLE:
BEACON INLINE BACKSTOP - PERMANENT MODEL# BSP
WALL ATTACHMENT & WING POLE DETAIL

CUSTOMER NAME:
PROJECT NAME:
PROJECT LOCATION:

REVISION #	DATE	BY	TMB	TMB
REV 1	5/4/15			
REV 2	9/21/15			

SCALE:	SEE DWG
DRAWN BY:	JP
DATE:	12/01/14
PROJECT NO:	

DRAWING NO:
SD-4





City of Blaine Staff Report

File Number: 2024-114

Agenda Date	Status
April 15, 2024	
In Control	File Type
City Council	Motion

Administration - Nick Fleischhacker, Public Works Director

Agenda Item # 11.2

Authorize the Mayor and City Manager to Enter Into a Contract With OpenGov for Asset Management Services.

Executive Summary

The City of Blaine's primary asset management system (PubWorks) has been in use by public works for over 6 years and no longer supports the business needs of the city. Weaknesses and limitations have been identified that do not align with current needs and future goals for enterprise asset management. Staff, working with an outside consultant, went through an extensive process to identify specific requirements through a needs assessment to select a more capable system that can be used citywide to replace the existing one.

After completing this year-long process, a Request for Proposals (RFP) was created and published to find a suitable Enterprise Asset Management System (EAMS). City staff formed an evaluation committee to review the most qualified EAMS vendors. As the offerings from each vendor were reviewed, three vendors were chosen that fit the city's requirements; Cartegraph, Cityworks and Elements XS. All vendors gave thorough demonstrations to a large group of staff. At the completion of all three demonstrations, it was a unanimous decision to move forward with Cartegraph as the preferred vendor. This proposal was discussed at the April 1 City Council workshop.

At this time, council is being asked to approve the purchase of the Cartegraph Enterprise Asset Management System software for \$228,450, not to exceed the remaining budget of \$233,286.

Background

Background

On October 3, 2022, council approved a professional services contract with a consultant to perform a citywide EAMS needs assessment and RFP development. Initially, the purchase and implementation was intended to manage public works operations. As discussions progressed, it was broadened to include additional departments/divisions, including finance, GIS, building inspections, facilities management, communications, IT, parks and recreation, engineering, and safety services. A series of interviews and workshops were conducted to assess departmental needs and identify system architecture

requirements for a future EAMS. A significant amount of detailed information was gathered and analyzed in this process. The 2023-2027 Capital Improvement Plan (CIP) appropriated \$251,000 in 2023 and the 2024-2028 CIP appropriated \$32,000 in 2024 for the EAMS implementation, resulting in \$283,000 of total project funding. Included in the project cost was a professional services agreement with WSB to assist with a needs assessment and RFP development, which has totaled \$49,714 to-date. After accounting for consulting costs, the remaining project funding is \$233,286.

Why we need it

The city requires an asset management solution to track physical city assets such as water, sewer and storm water infrastructure, streets, signs, parks, city-owned facilities, vehicles and equipment, and all other assets owned and maintained by the city. In addition to managing physical assets, an EAMS will help with managing projects, asset lifecycle information, identifying and managing risk, tracking labor, materials and other associated costs and activities, work requests, preventative maintenance plans, inspections, warranties, capital planning, budgeting and forecasting capabilities, and all other information associated with an asset.

The following provides core information regarding EAMS, its functionality, and benefits to residents, commercial businesses, visitors, and staff.

What is an Enterprise Asset Management System?

An Enterprise Asset Management System (EAMS) is an information management system designed to enable organizations to track work history and asset lifecycles with the expressed goals of:

- Making data-driven decisions
- Fostering collaboration and information sharing across all departments
- Improving operational efficiency
- Tracking estimated and actual costs
- Predicting asset performance
- Managing/prioritizing maintenance activities
- Improving community safety/reducing liability
- Maximizing existing budget dollars and helping plan future budgets
- Extending the life of the infrastructure
- Communicating planned and completed maintenance and inspections throughout the city

The last 15 years have seen the proliferation of asset management systems in response to changes in how governments operate. These changes have occurred as a result of:

- Deterioration of infrastructure
- Deferred maintenance
- Decreased maintenance budgets
- Better informed and active public
- New government standards and regulations such as MS4 and sign retro-reflectivity
- Emerging and affordable technology

More acutely, in the last few years, added emphasis has been placed on better resource management and generating greater results with lower levels of funding. Fortunately, advances in mobile computing and web technology have delivered:

- Better software-based decision support capabilities
- Real-time field data collection
- Increased citizen engagement

- EAMS's that are easier to use for staff at all levels

When an EAMS is implemented properly, it will be tightly integrated with the City's GIS to allow the City to:

- Share information between divisions and departments
- Leverage the City's investment to generate interactive maps
- Visualize EAMS data to facilitate understanding and analysis
- Overlay asset management data with information from other departments
- Manage the location and condition of assets effectively

What will EAMS do for the City?

- Minimize risk
- Produce higher levels of service
- Provide comprehensive, data-driven reports
- One place for data collection, single source of truth
- Information sharing between departments, divisions, and other stakeholders
- More accessible information (other than file cabinets and spreadsheets)

Customer service impacts

Citizens expect clarity, responsiveness, and convenience when they connect with their local government. SeeClickFix is the city's current method for residents to submit requests, complaints and concerns to staff. This would be directly integrated with the new EAMS increasing transparency with citizen engagement. This will greatly improve the tracking of these requests, saving staff several steps in exchanging information on two different systems and improve the residents' experience with instant updates on their concerns. Requests such as potholes, snow removal, playground issues, graffiti or street signs will be routed directly to an operator and the resident will be able to immediately see when the request has been acknowledged, any notes taken on the request (parts ordered, contractor called, etc.), and when it has been resolved. They will know what's happening every step of the way and can check the status of their request at any time and follow up with city staff if needed, exceeding their expectations in citizen engagement.

Savings

As asset management operations have evolved and become more complex, the number of software applications being used to manage the various operational areas of the city has increased. It requires many hours of staff time to update and maintain these systems, and having multiple systems presents significant challenges in consolidating data across the city. Additionally, many of the systems are old, outdated and nearing the end of their expected lifespans.

Several of the city's current software and subscriptions will be phased out with the implementation of a new EAMS system. Some of these include Dossier (fleet management), PubWorks (current asset management system), Korterra (811 locates), MapFeeder, and Fulcrum to name a few. These savings equate to \$30,696 annually.

Other systems will be integrated into the new EAMS, such as ArcGIS as the foundational integration and data repository, SeeClickFix for resident request, Gopher State One Call (811), FuelMaster (fuel delivery system), and Pulse Pro (oil delivery system) to provide a single source of truth and avoid the need to log into several systems on a daily basis to access information.

As the city implements the Cartegraph software, and as new features and functions are added as part

of updates to the integrated system, staff will continue to evaluate opportunities to consolidate and eliminate additional applications. Staff will also work to integrate other existing systems with Cartegraph so that they can function together.

Total cost of infrastructure being managed

The City of Blaine manages infrastructure with an asset valuation worth well over \$665 million dollars. Each of these assets has a lifespan and requires some form of maintenance (proactive maintenance vs. reactive maintenance). In order to best minimize the risk of several thousand assets, a more robust EAMS is needed to facilitate accurate asset tracking, manage asset lifecycles, and ensure assets are well-maintained, compliant, and optimally utilized throughout their lifecycle.

Better information for capital budgeting

Current asset management software lacks the capability of capital planning and budgeting, requiring the use of spreadsheets and other means for this task. Having a single source of truth to drive asset management decisions would optimize these efforts by showing the total cost of asset ownership over its lifespan, including its maintenance costs.

Higher quality long-term maintenance

Asset management in maintenance involves a systematic and strategic approach to overseeing, planning, tracking, and optimizing assets for peak efficiency throughout their entire lifecycle. It spans activities like condition monitoring and maintenance planning, with an attempt to avoid reactive repairs which tend to be more costly. By maximizing asset performance, extending lifespans, and minimizing disruptions, effective asset management improves productivity, reduces costs, and aligns with the City of Blaine's priority of a well-maintained infrastructure. The current system used provides little to no value in preventative, predictive, or prescriptive maintenance. Effective lifecycle management ensures that assets deliver value throughout their operational life and that decisions related to maintenance, upgrades, or replacement are well-informed and aligned with organizational values and objectives.

Accountability

An EAMS software package ensures that supervisory staff can manage staff time and workflows to make data-driven decisions. From routine maintenance to emergency repairs, management can easily create, assign, and track any type of task or work order in the software. In just a few clicks, they can know who did what, where the work was done, when it was performed, which resources they used, and how much it all cost.

Accountability to the MPCA (Minnesota Pollution Control Agency), EPA (Environmental Protection Agency), and other state and federal agencies have increased in recent years. They require detailed annual reports to keep in compliance with city permits and licenses. Specific documentation of inspections, maintenance, and repairs of city infrastructure must be provided. This EAMS software will provide the tools necessary for documenting these activities, generating reports, and conducting audits which will significantly reduce the risk of non-compliance.

Market saturation

Some of the local cities, counties, and other agencies that put their trust in Cartegraph as an industry leader include the City of Minneapolis, Plymouth, Lino Lakes, Rosemount, Mankato, Champlin, Maplewood, Brooklyn Park, Columbia Heights, Golden Valley, Lakeville, Savage, Prior Lake, St. Louis Park, Hopkins, Apple Valley, MN DNR, Wright County, Scott County, Carver County, and Three Rivers Park District.

Phone calls, Zoom meetings, and email exchanges to some of these agencies confirm proven results and satisfaction with this solution. Site visits by the evaluation committee to three of these municipalities were extremely beneficial in verifying staff approval of the system.

Risk management and prevention of catastrophic failures

An effective EAMS brings all the required information together so that staff can make informed decisions regarding capital planning and purchasing through asset tracking, cost analysis, inventory, inspections, preventative maintenance planning and monitoring of key performance indicators. Rather than waiting for a well, lift station, or water treatment plant pump to fail, data analytics can help predict this type of failure to reduce any catastrophic disaster. Predictive maintenance can leverage historical data and algorithms to predict or anticipate when an asset is likely to fail. This is especially helpful for identifying and prioritizing high-risk assets, such as a water main near a hospital, to ensure they receive the necessary attention.

Strategic Plan Relationship

This project aligns with the City's strategic plan for well-maintained infrastructure by providing staff with the means to responsibly manage public infrastructure.

Board/Commission Review

N/A

Financial Impact

The 2023-2027 Capital Improvement Plan (CIP) appropriated \$251,000 in 2023 and the 2024-2028 CIP appropriated \$32,000 in 2024 for the EAMS implementation, resulting in \$283,000 of total project funding. Included in the project cost was a professional services agreement with WSB to assist with a needs assessment and RFP development, which has totaled \$49,714 to-date. After accounting for consulting costs, the remaining project funding is \$233,286.

The funding source for the project implementation is from the Capital Equipment & Projects Fund (410) which was appropriated within the 2023 and 2024 Capital Improvement Plans. The city issued debt to finance the 2023 portion of this project and is projected to do the same for the 2024 allocation. Annual software maintenance fees, starting in 2025 at an amount of \$78,057 and escalating at 5% annually through 2027, will be new costs for the City and need to be budgeted as outlined in the proposed agreement.

Public Outreach/Input

Not required

Staff Recommendation

By motion, authorize the Mayor and City Manager to enter into a contract with OpenGov (Cartegraph) in the amount of \$228,450 to purchase Enterprise Asset Management System software. In addition,

authorize a \$4,836 contingency to bring the total project budget amount to \$233,286 and authorize the Director of Public Works to sign all change orders up to the authorized project budget amount.

Attachment List

1. Contract



OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number:
Created On:
Order Form Expiration:
Subscription Start Date:
Subscription End Date:

OG-014591
4/3/2024
4/30/2024
5/1/2024
12/31/2027

Prepared By:
Email:
Contract Term:

Kelly Ammons
kammons@opengov.com
Prorated + 36 Months

Customer Information			
Customer:	City of Blaine, MN		Contact Name:
Bill To/Ship To:	10801 Town Square Dr. NE		Email:
	Blaine, MN		Phone:
	United States		Shawn Smith
			ssmith@blainemn.gov
			763-717-2716
Order Details			
Billing Frequency: Annually in Advance			
Payment Terms: Net Thirty (30) Days			

SOFTWARE SERVICES:			
Product / Service	Start Date	End Date	Annual Fee
Enterprise Asset Management Facilities Domain, Parks & Recreation Domain, Signal Domain, Stormwater Domain, Transportation Domain, Walkability Domain, Wastewater Collection Domain, Water Distribution Domain, Water Treatment Domain, Scenario Builder, 811 Integration, SCADA Usage Integration, SCADA Alarms Integration, Fuelmaster Integration	5/1/2024	12/31/2024	\$49,560.00
Enterprise Asset Management Facilities Domain, Parks & Recreation Domain, Signal Domain, Stormwater Domain, Transportation Domain, Walkability Domain, Wastewater Collection Domain, Water Distribution Domain, Water Treatment Domain, Scenario Builder, 811 Integration, SCADA Usage Integration, SCADA Alarms Integration, Fuelmaster Integration	1/1/2025	12/31/2025	\$78,057.00
Enterprise Asset Management Facilities Domain, Parks & Recreation Domain, Signal Domain, Stormwater Domain, Transportation Domain, Walkability Domain, Wastewater Collection Domain, Water Distribution Domain, Water Treatment Domain, Scenario Builder, 811 Integration, SCADA Usage Integration, SCADA Alarms Integration, Fuelmaster Integration	1/1/2026	12/31/2026	\$81,960.00
Enterprise Asset Management Facilities Domain, Parks & Recreation Domain, Signal Domain, Stormwater Domain, Transportation Domain, Walkability Domain, Wastewater Collection Domain, Water Distribution Domain, Water Treatment Domain, Scenario Builder, 811 Integration, SCADA Usage Integration, SCADA Alarms Integration, Fuelmaster Integration	1/1/2027	12/31/2027	\$86,058.00
Annual Subscription Total:			See Service Terms

PROFESSIONAL SERVICES:			
Product / Service	Description		
OpenGov Deployment — One Time Fee (Prepaid Hours)	Product configuration, setup, and training described in the attached SOW.		
Professional Services Total:			\$178,890.00

Service Terms			
Service Date:	Amount:		
May 1, 2024	\$228,450.00	(Prorated Software Fee + Professional Services)	
January 1, 2025	\$78,057.00	(Annual Software Fee)	
January 1, 2026	\$81,960.00		
January 1, 2027	\$86,058.00		

Order Form Legal Terms

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at <https://opengov.com/terms-of-service/master-services-agreement/>.

The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work. Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

City of Blaine, MN	City of Blaine, MN	OpenGov, Inc.
Signature: _____	Signature: _____	Signature: _____
Name: _____	Name: _____	Name: _____
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____



City of Blaine Staff Report

File Number: RES 24-80

Agenda Date	Status
April 15, 2024	
In Control	File Type
City Council	Resolution

Administration - Erik Thorvig, Community Development Director

Agenda Item # 11.3

Resolution Approving Tax Abatement Pledge Agreements with Spring Lake Park Schools and Anoka County

Executive Summary

Background

As part of the tax abatement action related to the funding for improvements at the National Sports Center, agreements are necessary with the Spring Lake Park School District and Anoka County memorializing the terms of the tax abatement structure. The agreements generally outline the following:

1. Total pledge of tax abatement by each entity. Anoka County will be pledging \$5.3 million and SLP Schools will be pledging \$6 million. Payments will be made starting in 2025, continuing until 2040.
2. Properties to be included in the tax abatement area: The properties to be included are parcels owned by the Minnesota Amateur Sports Commission (MASC) where private development will occur, Arris and Glenfield apartment properties and the National Sports Village being constructed at the southwest corner of 105th and Radisson Road. The agreement notes that none of these properties can be included in a TIF district.
3. The assistance to be provided does not constitute a business subsidy as identified in Minnesota Statutes, Section 116J.993 through 116J.995.

The Spring Lake Park School board will consider this agreement at their meeting on April 25, 2024. Anoka County approved a term sheet related to the agreement at their April 9, 2024, board meeting and will be considering the agreement at their April 23, 2024, board meeting.

Strategic Plan Relationship

Not applicable.

Board/Commission Review

Not applicable.

Financial Impact

The agreements identify the commitments of each entity. Anoka County will be pledging \$5.3 million and SLP Schools will be pledging \$6 million. Payments will be made starting in 2025, continuing until 2040.

Public Outreach/Input

Not applicable

Staff Recommendation

Approve the attached resolution.

Attachment List

1. County Agreement
2. School District Agreement



City of Blaine

Signature Copy

Resolution: RES 24-80

Resolution Approving Tax Abatement Pledge Agreements with Spring Lake Park Schools and Anoka County

WHEREAS, the City of Blaine will be issuing bonds to finance improvements at the National Sports Center; and

WHEREAS, Spring Lake Park Schools and Anoka County have authorized the use of tax abatement in the City of Blaine; and

WHEREAS, agreements are required to memorialize the terms and pledge of the tax abatement from Anoka County and Spring Lake Park Schools.

NOW THEREFORE BE IT RESOLVED, the Blaine City Council hereby approves tax abatement pledge agreements with Anoka County and Spring Lake Park Schools and authorizes the city manager and mayor to execute any necessary agreements.

PASSED by the City Council of the City of Blaine this 15th day of April, 2024.



Signed by

Tim Sanders, Mayor

Signed by

Cathy Sorensen, CMC, City Clerk

TAX ABATEMENT PLEDGE AGREEMENT

THIS TAX ABATEMENT PLEDGE AGREEMENT, effective as of the ____ day of April, 2024, by and between the CITY OF BLAINE, MINNESOTA, a home rule charter city, municipal corporation, and political subdivision duly organized and existing under the Constitution, its Charter and laws of the State of Minnesota (the “City”) and ANOKA COUNTY, MINNESOTA, a duly organized and existing county and political subdivision of the State of Minnesota (the “County”), witnesses that:

A. WHEREAS, the City has requested that the County authorize a property tax abatement with respect to various parcels of land that benefit from the National Sports Center campus as an economic driver of development in the City and the County to assist the City in financing the acquisition, construction and installation of certain improvements, including without limitation approximately 10 turf fields with associated lighting and ancillary infrastructure as part of the National Sports Center campus in the City (the “Project”), with tax abatement bonds to be issued by the City as authorized by the Minnesota Statutes, Sections 469.1812 to 469.1815, as amended (the “Act”);

B. WHEREAS on April 15, 2024, the City held a public hearing regarding, and adopted a resolution (the “City Abatement Resolution”) approving, property tax abatements in the maximum amount of [\$13,000,000] on certain property in the City pursuant to the Abatement Act;

C. WHEREAS on April 9, 2024, the County held a public hearing regarding, and adopted a resolution (the “County Abatement Resolution”) approving, this agreement and property tax abatements in the maximum amount of \$5,300,000 on certain property in the City pursuant to the Abatement Act;

D. WHEREAS, the City Council of the City has, on May 6, 2024, adopted a resolution (the “Bond Resolution”) awarding the sale of the City’s [\$13,000,000] General Obligation Tax Abatement Bonds, Series 2024A (the “Bonds”) to finance the Project;

E. WHEREAS, attached hereto as **Exhibit A** is a debt service schedule for the Bonds including a schedule of anticipated abatements to be provided by the County; and

F. WHEREAS, it is necessary and desirable that the City and the County enter into an abatement pledge agreement to evidence the intent of the County to pledge certain tax abatements derived from the Abatement Property to pay the Bonds.

NOW, THEREFORE, the City and the County, each in consideration of the mutual covenants and agreements herein contained, covenant and agree as follows:

Section 1. Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context.

Abatement Property means, collectively, the Arris/Commercial Abatement Property, the Glenfield Abatement Property, and the New Development Abatement Property;

Agreement means this Tax Abatement Pledge Agreement, as the same may be from time to time modified, amended or supplemented;

Arris/Commercial Abatement Property means the real property located at 9460 Ulysses Street NE identified as Parcel Identification Numbers 29-31-23-34-0014 and unassigned addresses in the City identified as 21-31-23-31-0003;

County Tax Abatements means the portion of the County's share of annual real estate taxes received by the County with respect to the Abatement Property in an amount calculated in each tax-payable year commencing 2025 through and including 2039 as follows: the County tax rate for such tax-payable year multiplied by the difference between the Net Tax Capacity of the Abatement Property in such tax-payable year and the Existing Net Tax Capacity, excluding in each case the portion of the Net Tax Capacity attributable to the areawide tax under Minnesota Statutes, Chapter 276A, then abated in accordance with the County Abatement Resolution;

Existing Net Tax Capacity means the sum of \$_____ (i.e. the Net Tax Capacity of the Arris/Commercial Abatement Property, as established by the County assessor on January 2, 2022 for taxes payable in 2023), plus \$_____ (i.e. the Net Tax Capacity of the Glenfield Abatement Property, as established by the County assessor on January 2, 2021 for taxes payable in 2022), plus \$_____ (i.e. the Net Tax Capacity of the New Development Abatement Property, as established by the County assessor on January 2, 2024 for taxes payable in 2025);

Glenfield Abatement Property means the real property located at 8585 Groveland Court NE in the City identified as Parcel Identification Numbers 33-31-23-33-0042 and 33-31-23-34-0002;

Net Tax Capacity has the meaning provided in Minnesota Statutes, Section 273.13, subdivision 21b, as it may be amended from time to time;

New Development Abatement Property means the real property located at 10550 Nassau Street NE in the City identified as Parcel Identification Numbers 21-31-23-24-0012 and unassigned addresses in the City identified as Parcel Identification Number 21-31-23-24-0033, plus the portion of the real property currently identified as Parcel Identification Numbers 21-31-23-22-0005 and 21-31-23-23-0003, located at 1985 105th Avenue Northeast in the City, outlined in a solid red border in **Exhibit B**, which property will be identified with new parcel identification numbers as new development occurs;

State means the State of Minnesota;

Termination Date means the date that the Bonds, and any bonds issued to refund the Bonds, have been paid in full in accordance with their terms.

Section 2. Pledge of Tax Abatements. The County pledges the County Tax Abatements, in an aggregate amount not to exceed \$5,300,000, to the City for the payment of the Bonds as set forth in this Section 2. The County shall make payments of County Tax Abatements to the City on each July 15th and January 15th of each year commencing on July 15, 2025 and continuing until January 15, 2040 (each a "Payment Date") provided that the amount of the County Tax Abatements paid to the City on each Payment Date shall be equal to the lesser of (i) the actual County Tax Abatements collected by the County from the Abatement Property during the preceding 6 month period; or (ii) the amount shown in column __ of the debt service schedule attached hereto as **Exhibit A** (the "Scheduled Abatement Amount") plus any remaining balance of any prior Shortfalls. For purposes of this Section 2, "Shortfall" means the difference between the amount paid by the County to the City on any Payment Date and the Scheduled Abatement Amount for such Payment Date. Any tax payments collected above the amount due under this Section 2 shall be retained by the County for other County general fund purposes and will not be pledged to pay debt service on the Bonds.

Section 3. Tax Abatement Program. The actions by the County pursuant to the Abatement Act, and undertaken in support of the Project including without limitation this Agreement and the resolution of the County authorizing the County Tax Abatements shall exist for a period of up to 15 years and the total amount of County Tax Abatements paid to the City shall not exceed \$5,300,000.

Section 4. Statutory Cap. The City acknowledges that the total County Tax Abatements attributable to any calendar year (i.e., the combined payments on Payment Dates of July 15 and the following January 15) may not exceed the greater of \$200,000 or 10% of the County's Net Tax Capacity for that tax-payable year (the "Statutory Cap"), all pursuant to Minnesota Statutes, Section 469.1813, Subdivision 8. The County reasonably expects that the Statutory Cap will not cause the County Tax Abatements under this Agreement to be reduced; however, the City acknowledges that, during the term of the tax abatement, if the total abatements payable by the County under the Abatement Act in any year would exceed its Statutory Caps, the Statutory Cap is allocated first to any of the County's pre-existing abatement obligations as applicable, second to the County Tax Abatements payable under this Agreement, and third to any other abatements granted after the date of this Agreement.

Section 5. Declaration. As a condition precedent to the payment of tax abatements by the County as set forth herein, the City shall cause to be recorded the form of Declaration attached hereto as **Exhibit C** against the New Development Abatement Property prior to recording a memorandum of lease related to that certain Ground Lease between the Minnesota Amateur Sports Commission and EB Blaine Development LLC against the real property currently identified as Parcel Identification Numbers 21-31-23-22-0005 and 21-31-23-23-0003, located at 1985 105th Avenue Northeast in the City, outlined in a solid red border in Exhibit B. If as of any Payment Date, any Tax Appeal (as defined in the Declaration) is then pending, the County will withhold the County Tax Abatements related to property taxes paid with respect to the market value of the New Development Abatement Property being challenged as part of the Tax Appeal as determined by the County in its sole discretion. The County will release any withheld amount to the extent not reduced as a result of the Tax Appeal for payment of the City's Bonds promptly after the Tax Appeal is fully resolved and the amount of County Tax Abatements attributable to the disputed tax payments is finalized.

Section 6. TIF District. The City agrees not to establish a tax increment financing district including any of the Abatement Property until the Termination Date.

Section 7. Business Subsidy. The assistance to be provided under this Agreement does not constitute a business subsidy within the meaning of Minnesota Statutes, Section 116J.993 through 116J.995, as amended.

Section 8. Default.

(a) The term "Event of Default" shall mean whenever it is used in this Agreement as the failure of either party to observe or perform any other covenant, condition.

(b) Whenever any Event of Default referred occurs and is continuing, the non-defaulting party may take any one or more of the following actions after the giving of written notice to the defaulting party citing with specificity the item or items of default and notifying the defaulting party that it has 30 days within which to cure said Event of Default. If the Event of Default has not been cured within said 30 days or a reasonable period of time, not exceeding 90 days, then:

(1) The non-defaulting party may suspend its performance under this Agreement until they receive written assurances from the defaulting party, deemed adequate by the non-defaulting, that the defaulting party will cure its default and continue its performance under this Agreement.

(2) The City and the County may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

(3) The non-defaulting party may seek specific performance to enforce performance and observance of any obligation, agreement, or covenant of the defaulting party hereunder.

Section 9. Termination. This Agreement shall terminate on the Termination Date.

Section 10. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(a) in the case of the City is addressed to or delivered personally to:

City of Blaine
10801 Town Square Drive NE
Blaine, Minnesota, 55449
Attn: City Manager

(b) in the case of the County is addressed to or delivered personally to the County at:

Anoka County, Minnesota
2100 Third Avenue
Anoka, Minnesota 55303-2265
Attn: County Administrator

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 12. Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 13. Venue. All matters, whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Agreement shall be controlled by and determined in accordance with the laws of the State, and the parties agree that all legal actions initiated by any party with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued exclusively in the State of Minnesota, Anoka County, District Court and shall not be removed therefrom to any other federal or state court.

Section 14. Amendments. This Agreement may be amended or modified only by a written instrument signed by the County and the City.

Section 15. Severability. If any term, covenant, condition, provision or agreement herein contained is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, the fact that such term, covenant, condition, provision or agreement is invalid, void, or otherwise unenforceable will in no way affect the validity or enforceability of any other term, covenant, condition, provision or agreement herein contained.

Section 16. Captions. The captions used in connection with this Agreement are for convenience only and will not be deemed to construe or to limit the meaning of the language of this Agreement.

IN WITNESS WHEREOF, the City and the County have caused this Agreement to be duly executed on their behalf, and such signatures and seal to be attested, as of the day and year first above written.

CITY OF BLAINE, MINNESOTA

By _____
Mayor

By _____
Manager

ANOKA COUNTY, MINNESOTA

By _____
Chair

By _____
County Administrator

EXHIBIT A
DEBT SERVICE SCHEDULE

EXHIBIT B
PORTION OF ABATEMENT PROPERTY LOCATED WITHIN PARCEL IDENTIFICATION
NUMBERS 21-31-23-22-0005 AND 21-31-23-23-0003

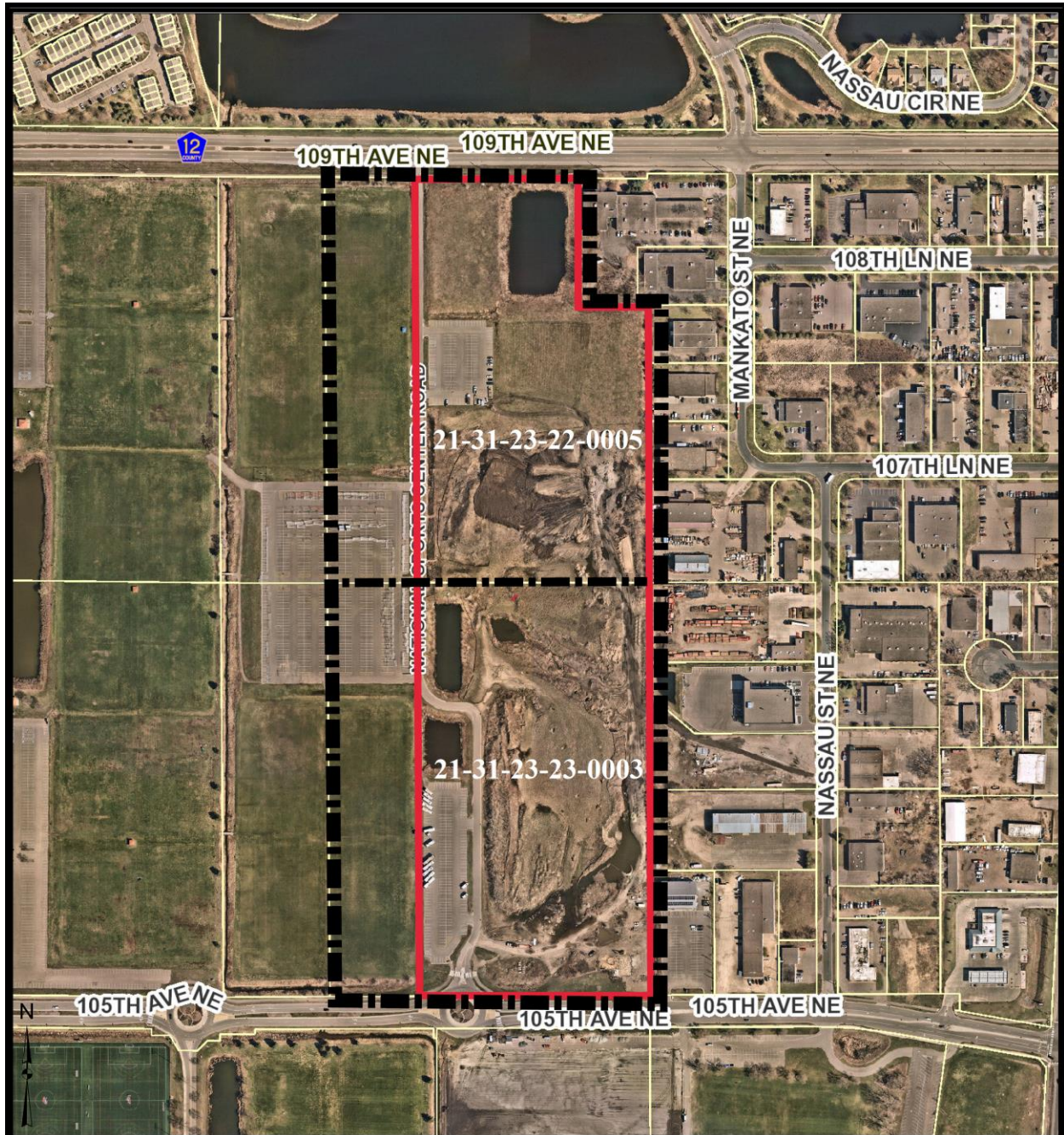


EXHIBIT C
FORM OF DECLARATION

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS, made as of the ____ day of _____, 20__ (the “Declaration”), is by [OWNER], a _____ (together with all subsequent owners of the Property, the “Declarant”), in favor of the CITY OF BLAINE, MINNESOTA, a home rule charter city, municipal corporation, and political subdivision duly organized and existing under the Constitution, its Charter and laws of the State of Minnesota (the “City”), ANOKA COUNTY, MINNESOTA, a duly organized and existing county and political subdivision of the State of Minnesota (the “County”), and INDEPENDENT SCHOOL DISTRICT NO. 16 (SPRING LAKE PARK SCHOOLS), ANOKA AND RAMSEY COUNTIES, MINNESOTA (the “District”).

RECITALS:

WHEREAS, the Declarant is the owner of the property legally described in EXHIBIT A attached hereto (the “Property”) located in the City; and

WHEREAS, the City and the County have entered into that certain Tax Abatement Pledge Agreement, dated _____ (the “County Agreement”) whereby the County has agreed to pledge tax abatements from the Property to the City for the repayment of their [\$13,000,000] General Obligation Tax Abatement Bonds, Series 2024A (the “Bonds”) to finance the acquisition, construction and installation of certain improvements, including without limitation approximately 10 turf fields with associated lighting and ancillary infrastructure as part of the National Sports Center campus in the City (the “Project”);

WHEREAS, the City and the District have entered into that certain Tax Abatement Pledge Agreement, dated _____ (the “District Agreement” and, together with the County Agreement, the “Agreements”) whereby the District has agreed to pledge tax abatements from the Property to the City for the repayment of their Bonds to finance the Project

WHEREAS, pursuant to the Agreements, the City agreed to cause the delivery this Declaration by the Declarant setting forth certain covenants relating to the Property;

WHEREAS, the Declarant intends, declares, and covenants that the restrictive covenants set forth herein will be and are covenants running with the Property for the term described herein and binding upon all subsequent owners of the Property or any interest therein, including without limitation tenants under leases, for the term described herein, and are not merely personal covenants of the Declarant; and

WHEREAS, capitalized terms in this Declaration have the meaning provided in the Agreements unless otherwise defined herein; and

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth, and of other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant agrees as follows:

1. Term of Restrictions. This term of this Declaration shall commence upon execution and continue until the Bonds, and any bonds issued to refund the Bonds, have been paid in full in accordance

with their terms (the “Maturity Date”). Prior to the Maturity Date, this Declaration may not be terminated except upon the written agreement of the County, the City and the District.

2. No TIF District. Until the Maturity Date, the Declarant agrees that no portion of the Property shall be included in any tax increment financing district and the Declarant shall not request that the Property be part of a tax increment financing district. The Declarant agrees and understands that it has no interest in the County Tax Abatements or the District Tax Abatements (as defined in the Agreements).

3. Review of Taxes.

(1) The Declarant, on behalf of itself and any subsequent owner, agrees that prior to the Maturity Date it will not apply for an exemption from or a deferral of property tax on the Property pursuant to any law, or transfer or permit transfer of the Property to any entity whose ownership or operation of the property would result in the Property being exempt from real property taxes under State law.

(2) The Declarant and any subsequent owner shall notify the City, the District and the County within 10 days of filing any petition to seek reduction in market value or property taxes on any portion of the Property under any State law (referred to as a “Tax Appeal”).

4. Severability. The invalidity of any clause, part or provision of this Declaration will not affect the validity of the remaining portions thereof.

5. Governing Law. This Declaration is governed by the laws of the State of Minnesota and, where applicable, the laws of the United States of America.

6. Declaration Binding. This Declaration and the covenants contained herein will run with the Property and will bind the Declarant and its successors and assigns and all subsequent owners of the Property or any interest therein, including without limitation tenants under leases, and the benefits will inure to the County and its successors and assigns for the term of this Declaration as provided herein.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Restrictive Covenants to be signed by its duly authorized representative as of the date and year first written above.

[OWNER]

By _____
Its _____

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, the _____, on behalf of _____.

Notary Public

This document was drafted by:
KENNEDY & GRAVEN, Chartered (JSB)
150 South Fifth Street, Suite 700
Minneapolis, Minnesota 55402
Telephone: 612-337-9300

EXHIBIT A TO DECLARATION
LEGAL DESCRIPTION OF PROPERTY

[Insert legal description]

TAX ABATEMENT PLEDGE AGREEMENT

THIS TAX ABATEMENT PLEDGE AGREEMENT, effective as of the ____ day of May, 2024, by and between the CITY OF BLAINE, MINNESOTA, a home rule charter city, municipal corporation, and political subdivision duly organized and existing under the Constitution, its Charter and laws of the State of Minnesota (the “City”) and INDEPENDENT SCHOOL DISTRICT NO. 16 (SPRING LAKE PARK SCHOOLS), a duly organized and existing school district in Anoka and Ramsey Counties, Minnesota (the “District”), witnesses that:

A. WHEREAS, the City has requested that the District authorize a property tax abatement with respect to various parcels of land that benefit from the National Sports Center campus as an economic driver of development in the City and the District to assist the City in financing the acquisition, construction and installation of certain improvements, including without limitation approximately 10 turf fields with associated lighting and ancillary infrastructure as part of the National Sports Center campus in the City (the “Project”), with tax abatement bonds to be issued by the City as authorized by the Minnesota Statutes, Sections 469.1812 to 469.1815, as amended (the “Act”);

B. WHEREAS on April 15, 2024, the City held a public hearing regarding, and adopted a resolution (the “City Abatement Resolution”) approving, property tax abatements in the maximum amount of [\$13,000,000] on certain property in the City pursuant to the Abatement Act;

C. WHEREAS on April 9, 2024, the District held a public hearing regarding, and adopted a resolution (the “District Abatement Resolution”) approving, this agreement and property tax abatements in the maximum amount of \$6,000,000 on certain property in the City pursuant to the Abatement Act;

D. WHEREAS, the City Council of the City has, on May 6, 2024, adopted a resolution (the “Bond Resolution”) awarding the sale of the City’s [\$13,000,000] General Obligation Tax Abatement Bonds, Series 2024A (the “Bonds”) to finance the Project;

E. WHEREAS, attached hereto as **Exhibit A** is a debt service schedule for the Bonds including a schedule of anticipated abatements to be provided by the District; and

F. WHEREAS, it is necessary and desirable that the City and the District enter into an abatement pledge agreement to evidence the intent of the District to pledge certain tax abatements derived from the Abatement Property to pay the Bonds.

NOW, THEREFORE, the City and the District, each in consideration of the mutual covenants and agreements herein contained, covenant and agree as follows:

Section 1. Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context.

Abatement Property means, collectively, the Arris/Commercial Abatement Property, the Glenfield Abatement Property, and the New Development Abatement Property;

Agreement means this Tax Abatement Pledge Agreement, as the same may be from time to time modified, amended or supplemented;

Arris Abatement Property means the real property located at 9460 Ulysses Street NE identified as Parcel Identification Numbers 29-31-23-34-0014;

Commercial Abatement Property means the real property located at unassigned addresses in the City currently identified as 21-31-23-31-0003 (Personal Property IDs 00008-2001 and 00008-2004), which property will be identified with new parcel identification numbers as new development occurs;

District Tax Abatements means the portion of the District's share of annual real estate taxes received by the District with respect to the Abatement Property in an amount calculated in each tax-payable year commencing 2025 through and including 2039 as follows: the District tax rate for such tax-payable year multiplied by the difference between the Net Tax Capacity of the Abatement Property in such tax-payable year and the Existing Net Tax Capacity, excluding in each case the portion of the Net Tax Capacity attributable to the areawide tax under Minnesota Statutes, Chapter 276A, then abated in accordance with the District Abatement Resolution;

Existing Net Tax Capacity means the sum of \$7,624 (i.e. the Net Tax Capacity of the Arris Abatement Property, as established by the County Assessor on January 2, 2022 for taxes payable in 2023), plus \$22,510 (i.e. the Net Tax Capacity of the Commercial Abatement Property, as established by the County Assessor on January 2, 2023 for taxes payable in 2024), plus \$16,875 (i.e. the Net Tax Capacity of the Glenfield Abatement Property, as established by the County Assessor on January 2, 2021 for taxes payable in 2022), plus \$0 (i.e. the Net Tax Capacity of the New Development Abatement Property, as established by the County Assessor on January 2, 2024 for taxes payable in 2025);

Glenfield Abatement Property means the real property located at 8585 Groveland Court NE in the City identified as Parcel Identification Numbers 33-31-23-33-0042 and 33-31-23-34-0002;

Net Tax Capacity has the meaning provided in Minnesota Statutes, Section 273.13, subdivision 21b, as it may be amended from time to time;

New Development Abatement Property means the real property located at 10550 Nassau Street NE in the City identified as Parcel Identification Numbers 21-31-23-24-0012 and unassigned addresses in the City identified as Parcel Identification Number 21-31-23-24-0033, plus the portion of the real property currently identified as Parcel Identification Numbers 21-31-23-22-0005 (Personal Property ID 00008-2002) and 21-31-23-23-0003 (Personal Property ID 00008-2003), located at 1985 105th Avenue Northeast in the City, outlined in a solid red border in **Exhibit B**, which property will be identified with new parcel identification numbers as new development occurs;

State means the State of Minnesota;

Termination Date means the date that the Bonds, and any bonds issued to refund the Bonds, have been paid in full in accordance with their terms.

Section 2. Pledge of Tax Abatements. The District pledges the District Tax Abatements, in an aggregate amount not to exceed \$6,000,000, to the City for the payment of the Bonds as set forth in this Section 2. The District shall make payments of District Tax Abatements to the City on each July 15th and January 15th of each year commencing on July 15, 2025 and continuing until January 15, 2040 (each a "Payment Date") provided that the amount of the District Tax Abatements paid to the City on each Payment Date shall be equal to the lesser of (i) the actual District Tax Abatements collected by the District from the Abatement Property during the preceding 6 month period; or (ii) the amount shown in column __ of the debt service schedule attached hereto as **Exhibit A** (the "Scheduled Abatement Amount") plus any remaining balance of any prior Shortfalls. For purposes of this Section 2, "Shortfall" means the difference between the amount paid by the District to the City on any Payment Date and the Scheduled Abatement Amount for such Payment Date. Any tax payments collected above the amount due under this Section 2

shall be retained by the District for other District general fund purposes and will not be pledged to pay debt service on the Bonds.

Section 3. Tax Abatement Program. The actions by the District pursuant to the Abatement Act, and undertaken in support of the Project including without limitation this Agreement and the resolution of the District authorizing the District Tax Abatements shall exist for a period of up to 15 years and the total amount of District Tax Abatements paid to the City shall not exceed \$6,000,000.

Section 4. Statutory Cap. The City acknowledges that the total District Tax Abatements attributable to any calendar year (i.e., the combined payments on Payment Dates of July 15 and the following January 15) may not exceed the greater of \$200,000 or 10% of the District's Net Tax Capacity for that tax-payable year (the "Statutory Cap"), all pursuant to Minnesota Statutes, Section 469.1813, Subdivision 8. The District reasonably expects that the Statutory Cap will not cause the District Tax Abatements under this Agreement to be reduced; however, the City acknowledges that, during the term of the tax abatement, if the total abatements payable by the District under the Abatement Act in any year would exceed its Statutory Cap, the Statutory Cap is allocated first to any of the District's pre-existing abatement obligations as applicable, second to the District Tax Abatements payable under this Agreement, and third to any other abatements granted after the date of this Agreement.

Section 5. Declaration. As a condition precedent to the payment of tax abatements by the District as set forth herein, the City shall cause to be recorded the form of Declaration attached hereto as **Exhibit C** against the New Development Abatement Property prior to recording a memorandum of lease related to that certain Ground Lease between the Minnesota Amateur Sports Commission and EB Blaine Development LLC against the real property currently identified as Parcel Identification Numbers 21-31-23-22-0005 and 21-31-23-23-0003, located at 1985 105th Avenue Northeast in the City, outlined in a solid red border in **Exhibit B**. If as of any Payment Date, any Tax Appeal (as defined in the Declaration) is then pending, the District will withhold the District Tax Abatements related to property taxes paid with respect to the market value of the New Development Abatement Property being challenged as part of the Tax Appeal as determined by the District in its sole discretion. The District will release any withheld amount to the extent not reduced as a result of the Tax Appeal for payment of the City's Bonds promptly after the Tax Appeal is fully resolved and the amount of District Tax Abatements attributable to the disputed tax payments is finalized.

Section 6. TIF District. The City agrees not to establish a tax increment financing district including any of the Abatement Property until the Termination Date.

Section 7. Business Subsidy. The assistance to be provided under this Agreement does not constitute a business subsidy within the meaning of Minnesota Statutes, Section 116J.993 through 116J.995, as amended.

Section 8. Default.

(a) The term "Event of Default" shall mean whenever it is used in this Agreement as the failure of either party to observe or perform any other covenant, condition.

(b) Whenever any Event of Default referred occurs and is continuing, the non-defaulting party may take any one or more of the following actions after the giving of written notice to the defaulting party citing with specificity the item or items of default and notifying the defaulting party that it has 30 days within which to cure said Event of Default. If the Event of Default has not been cured within said 30 days or a reasonable period of time, not exceeding 90 days, then:

(1) The non-defaulting party may suspend its performance under this Agreement until they receive written assurances from the defaulting party, deemed adequate by the non-defaulting, that the defaulting party will cure its default and continue its performance under this Agreement.

(2) The City and the District may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

(3) The non-defaulting party may seek specific performance to enforce performance and observance of any obligation, agreement, or covenant of the defaulting party hereunder.

Section 9. Termination. This Agreement shall terminate on the Termination Date.

Section 10. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(a) in the case of the City is addressed to or delivered personally to:

City of Blaine
10801 Town Square Drive NE
Blaine, Minnesota, 55449
Attn: City Manager

(b) in the case of the District is addressed to or delivered personally to the District at:

Independent School District No. 16 (Spring Lake Park Schools), Anoka and Ramsey
Counties, Minnesota
1415 81ST Avenue NE
Spring Lake Park, Minnesota 55432
Attn: [District Clerk]

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 12. Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 13. Venue. All matters, whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Agreement shall be controlled by and determined in accordance with the laws of the State, and the parties agrees that all legal actions initiated by any party with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued exclusively in the State of Minnesota, Anoka County, District Court and shall not be removed therefrom to any other federal or state court.

Section 14. Amendments. This Agreement may be amended or modified only be a written instrument signed by the District and the City.

Section 15. Severability. If any term, covenant, condition, provision or agreement herein contained is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, the fact that such term, covenant, condition, provision or agreement is invalid, void, or otherwise unenforceable will in no way affect the validity or enforceability of any other term, covenant, condition, provision or agreement herein contained.

Section 16. Captions. The captions used in connection with this Agreement are for convenience only and will not be deemed to construe or to limit the meaning of the language of this Agreement.

IN WITNESS WHEREOF, the City and the District have caused this Agreement to be duly executed on their behalf, and such signatures and seal to be attested, as of the day and year first above written.

CITY OF BLAINE, MINNESOTA

By _____
Mayor

By _____
Manager

INDEPENDENT SCHOOL DISTRICT NO. 16
(SPRING LAKE PARK SCHOOLS), ANOKA AND
RAMSEY COUNTIES, MINNESOTA

By _____
Board Chair

By _____
[District Clerk]

EXHIBIT A
DEBT SERVICE SCHEDULE

EXHIBIT B
PORTION OF ABATEMENT PROPERTY LOCATED WITHIN PARCEL IDENTIFICATION
NUMBERS 21-31-23-22-0005 AND 21-31-23-23-0003



EXHIBIT C
FORM OF DECLARATION

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS, made as of the ____ day of _____, 20__ (the “Declaration”), is by [OWNER], a _____ (together with all subsequent owners of the Property, the “Declarant”), in favor of the CITY OF BLAINE, MINNESOTA, a home rule charter city, municipal corporation, and political subdivision duly organized and existing under the Constitution, its Charter and laws of the State of Minnesota (the “City”), ANOKA COUNTY, MINNESOTA, a duly organized and existing county and political subdivision of the State of Minnesota (the “County”), and INDEPENDENT SCHOOL DISTRICT NO. 16 (SPRING LAKE PARK SCHOOLS), ANOKA AND RAMSEY COUNTIES, MINNESOTA (the “District”).

RECITALS:

WHEREAS, the Declarant is the owner of the property legally described in EXHIBIT A attached hereto (the “Property”) located in the City; and

WHEREAS, the City and the County have entered into that certain Tax Abatement Pledge Agreement, dated _____ (the “County Agreement”) whereby the County has agreed to pledge tax abatements from the Property to the City for the repayment of their [\$13,000,000] General Obligation Tax Abatement Bonds, Series 2024A (the “Bonds”) to finance the acquisition, construction and installation of certain improvements, including without limitation approximately 10 turf fields with associated lighting and ancillary infrastructure as part of the National Sports Center campus in the City (the “Project”);

WHEREAS, the City and the District have entered into that certain Tax Abatement Pledge Agreement, dated _____ (the “District Agreement” and, together with the County Agreement, the “Agreements”) whereby the District has agreed to pledge tax abatements from the Property to the City for the repayment of their Bonds to finance the Project

WHEREAS, pursuant to the Agreements, the City agreed to cause the delivery this Declaration by the Declarant setting forth certain covenants relating to the Property;

WHEREAS, the Declarant intends, declares, and covenants that the restrictive covenants set forth herein will be and are covenants running with the Property for the term described herein and binding upon all subsequent owners of the Property or any interest therein, including without limitation tenants under leases, for the term described herein, and are not merely personal covenants of the Declarant; and

WHEREAS, capitalized terms in this Declaration have the meaning provided in the Agreements unless otherwise defined herein; and

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth, and of other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant agrees as follows:

1. Term of Restrictions. This term of this Declaration shall commence upon execution and continue until the Bonds, and any bonds issued to refund the Bonds, have been paid in full in accordance

with their terms (the “Maturity Date”). Prior to the Maturity Date, this Declaration may not be terminated except upon the written agreement of the County, the City and the District.

2. No TIF District. Until the Maturity Date, the Declarant agrees that no portion of the Property shall be included in any tax increment financing district and the Declarant shall not request that the Property be part of a tax increment financing district. The Declarant agrees and understands that it has no interest in the County Tax Abatements or the District Tax Abatements (as defined in the Agreements).

3. Review of Taxes.

(1) The Declarant, on behalf of itself and any subsequent owner, agrees that prior to the Maturity Date it will not apply for an exemption from or a deferral of property tax on the Property pursuant to any law, or transfer or permit transfer of the Property to any entity whose ownership or operation of the property would result in the Property being exempt from real property taxes under State law.

(2) The Declarant and any subsequent owner shall notify the City, the District and the County within 10 days of filing any petition to seek reduction in market value or property taxes on any portion of the Property under any State law (referred to as a “Tax Appeal”).

4. Severability. The invalidity of any clause, part or provision of this Declaration will not affect the validity of the remaining portions thereof.

5. Governing Law. This Declaration is governed by the laws of the State of Minnesota and, where applicable, the laws of the United States of America.

6. Declaration Binding. This Declaration and the covenants contained herein will run with the Property and will bind the Declarant and its successors and assigns and all subsequent owners of the Property or any interest therein, including without limitation tenants under leases, and the benefits will inure to the County and its successors and assigns for the term of this Declaration as provided herein.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Restrictive Covenants to be signed by its duly authorized representative as of the date and year first written above.

[OWNER]

By _____
Its _____

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, the _____, on behalf of _____.

Notary Public

This document was drafted by:
KENNEDY & GRAVEN, Chartered (JSB)
150 South Fifth Street, Suite 700
Minneapolis, Minnesota 55402
Telephone: 612-337-9300

EXHIBIT A TO DECLARATION
LEGAL DESCRIPTION OF PROPERTY

[Insert legal description]



City of Blaine

Staff Report

File Number: RES 24-87

Agenda Date	Status
April 15, 2024	
In Control	File Type
City Council	Resolution

Administration - Jason Zimmerman, Finance Director

Agenda Item # 11.4

Resolution Providing for the Competitive Negotiated Sale of \$12,550,000 General Obligation Tax Abatement Bonds, Series 2024A

Executive Summary

Council is requested to authorize the competitive negotiated sale of General Obligation Tax Abatement Bonds in order to finance the construction of ten lighted artificial turf all-purpose fields on the existing National Sports Center campus, consistent with the Funding Agreement and other project related agreements associated with the 105th Avenue Redevelopment Area.

Background

Minnesota law allows political subdivisions - cities, counties, school districts, and towns - to issue property tax abatement bonds, per [Minnesota State Statutes Section 469.1814](#), in order to promote local economic growth. The statute allows proceeds of Tax Abatement Bonds to be used to (1) pay for public improvements that benefit the property, (2) to acquire and convey land or other property, as provided under this section, (3) to reimburse the property owner for the cost of improvements made to the property, or (4) to pay the costs of issuance of the bonds. These bonds are often used to facilitate economic development in ways not allowed by tax increment financing, which includes financing community recreation and cultural facilities. The statutory authority creates an abatement levy based on the property value of parcels subject to the abatement. The authority to use tax abatement applies separately to each taxing jurisdiction, which differs from TIF.

As part of the 105th Avenue Redevelopment District, discussions between the National Sports Center (NSC), Minnesota Amateur Sports Commission (MASC), the project developer, and the City began in April 2023 to identify a process in which the developer could acquire rights to a portion of the MASC property. Based on the legislation with which the property was originally acquired, statutory language allows MASC to lease up to 16 acres of property for private development. This lease can be executed for up to 30 years, with two optional extensions of an additional 30 years each, for a total of 90 years. This provision was included to provide the NSC with a means to raise funding for operations of the campus.

Through negotiation, the NSC/MASC identified the need for artificial turf all-purpose fields as compensation for leasing the allowable 16 acres on the north side of 105th Avenue. In order to finance the project, an amount of \$12 million was identified to complete the installation of ten lighted artificial turf all-purpose fields. Turf is proposed to be installed on fields 25-32, 55, and 56 per the attached campus map. The NSC has stated that this investment has the potential to increase their revenue by 10-15% while also greatly increasing their ability to compete for national tournaments. Increased utilization of the campus will also drive economic growth for the City, as visitors are likely to patronize local businesses and restaurants. In order to raise the \$12 million of requested funding, staff is recommending the issuance of General Obligation Bonds, Series 2024A.

From the onset, the intent has been to finance this project with new values not currently included in the City's property tax calculation. The current debt structure, which requires approximately \$125 million in value to generate sufficient annual property taxes, was established during the Public Hearing portion of tonight's City Council Meeting. This accomplishes the goal set forth to underwrite the project with contributions from new property tax base. If not for the City's willingness to issue bonds, the developer would not be able to secure the ground lease of 16 acres on the MASC site, and no development, nor new tax values would be generated. Upon conclusion of the debt service in 2040, the new value will be incorporated into the City's overall tax base. While access to this property is vital to the 105th Avenue Redevelopment and serves as the first phase of the overall master plan, this bond sale does not include or commit the City to financing any other activities related to the redevelopment area. The disbursement of bond proceeds will follow the amended funding agreement before City Council this evening.

Under the property tax abatement authority, the amount of property taxes abated annually for the Bonds, together with any outstanding annual abatements, may not exceed 10% of the City's net tax capacity ("NTC") or \$200,000, whichever is greater. For property taxes payable in 2024, the City's NTC is approximately \$114,685,940, which provides property tax abatement authority of approximately \$11,468,594. The maximum annual debt service on the principal amount of the bonds is anticipated to be approximately \$1,300,000 by 2031, remaining at that level until the conclusion of the debt schedule. Since the City does not have any outstanding abatements, this amount is well below the statutory limit.

As part of the overall financing package, the Spring Lake Park School District and Anoka County have indicated a willingness to take part in the tax abatement. Participation from all three taxing authorities has been important and is included in the structure of the pre-sale summary. On April 9, the County and School District held public hearings related to the tax abatement resolutions. No one appeared at either board to speak. The school board will be acting on the tax abatement resolution and agreement on April 25. The County is scheduled to consider the tax abatement resolution and agreement on April 23. The City Council is also requested to formally approve the tax abatement agreements with the County and School District in a separate action this evening. The terms of the agreement include:

- Maximum County contribution of \$5.3 million
- Maximum School District contribution of \$6.0 million
- Distribution of collected taxes by the County and School District to be sent to Blaine by July 15 and January 15 of each year

- The bonds are to be general obligations of the City for which its full faith, credit and taxing powers are pledged

The bonds are being issued for a term of 16 years. Principal on the bonds will be due on February 1 in the years 2027 through 2040. Interest is payable every six months beginning February 1, 2025. Under state statute, an abatement can last no more than 15 years when more than one political subdivision participates. In consideration of the anticipated development timeline and delay in Minnesota's property tax collection process, the bonds are designed to be interest only in the first year and paid for using capitalized interest. This capitalized interest increases the size of the bond and is added to the principal amount of the debt. The anticipated debt structure will effectively allow all taxing authorities to delay the start of the 15-year abatement window, while ensuring the capitalized interest can also be repaid within the authorized collection period. Annual principal payments are intended to increase annually until 2031, to match the developers' timeline for construction and property tax valuation.

The City has retained Baker Tilly as its independent municipal advisor for the sale of the bonds and is requesting authorization for them to solicit proposals in accordance with Minnesota Statutes. In conjunction with the sale, Baker Tilly is to prepare the Official Statement for the Bonds, with the cooperation of City staff, and to execute and deliver it on behalf of the City upon its completion. Baker Tilly has also provided a Pre-Sale Summary outlining the sale date, amount, and structure of the proposed bond.

Significant Dates - 2024A Bond Sale (Anticipated):

Mon., April 15	Rating Conference conducted
Mon., April 15	City Council considers Resolution authorizing sale
Wed., April 24	Receipt of rating and rating report
Thu., April 25	Distribution of Preliminary Official Statements (with ratings)
Mon., May 6	Sale of the Bonds (11:00 am) and consideration of award of the Bonds (7:00 pm)
Wed., May 30	Receipt of proceeds and settlement of the bonds

Strategic Plan Relationship

The issuance of debt to finance the construction of ten (10) lighted, artificial turf all-purpose fields on the National Sports Center campus and associated proposed development aligns with the City's adopted strategic priority of Economic Development.

Board/Commission Review

N/A

Financial Impact

The proceeds of the bond sale will be used to fund the construction of ten lighted artificial turf all-purpose fields on the existing National Sports Center (NSC) campus, consistent with previously approved funding, site control, reciprocal easement, and guaranty agreements.

Public Outreach/Input

This action serves to notify the public of the City's intent to issue bonds to finance construction of ten lighted artificial turn all-purpose fields on the National Sports Center campus in order to execute the [Site Control Agreement](#) that was approved by the City Council on November 6, 2023.

Staff Recommendation

By motion, adopt the resolution providing for the competitive negotiated sale of \$12,550,000 General Obligation Tax Abatement Bonds, Series 2024A

Attachment List

1. Exhibit A - Resolution with Terms of Proposal
2. Pre-Sale Summary 2024A
3. NSC Campus Map
4. Ground Lease and Development Zone Illustration



City of Blaine

Signature Copy

Resolution: RES 24-87

Resolution Providing for the Competitive Negotiated Sale of \$12,550,000 General Obligation Tax Abatement Bonds, Series 2024A

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

1. Finding; Amount and Purpose. It is hereby found, determined and declared that the City of Blaine, Minnesota (the "City"), should issue its \$12,550,000 General Obligation Tax Abatement Bonds, Series 2024A, to finance the acquisition, construction and installation of certain improvements, including without limitation approximately ten turf fields with associated lighting and ancillary infrastructure as part of the National Sports Center campus in the City.
2. Meeting. This City Council shall meet on the date and at the time and place specified in the form of Terms of Proposal attached hereto as **Exhibit A** for the purpose of awarding the sale of the Bonds.
3. Competitive Negotiated Sale. The City has retained Baker Tilly Municipal Advisors, LLC ("Baker Tilly MA") as an independent municipal advisor, and the City Council hereby determines to sell the Bonds by private negotiation, by way of a competitive sale in response to Terms of Proposal for the Bonds which are not published in any newspaper or journal.
4. Terms of Proposal. The terms and conditions of the Bonds and the sale thereof are fully set forth in the "Terms of Proposal" attached hereto as **Exhibit A** and hereby made a part hereof.
5. Official Statement. The City Finance Director and other officers or employees of the City are hereby authorized to participate with Baker Tilly MA in the preparation of an official statement for the Bonds.

PASSED by the City Council of the City of Blaine this 15th day of April, 2024.



Signed by

Tim Sanders, Mayor

Signed by

Cathy Sorensen, CMC, City Clerk

EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF
THE CITY OF BLAINE, MINNESOTA

HELD: April 15, 2024

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Blaine, Minnesota, was duly called and held in said City on Monday, on the 15th day of April, 2024, at 7:00 o'clock P.M.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION PROVIDING FOR THE COMPETITIVE
NEGOTIATED SALE OF \$12,550,000 GENERAL OBLIGATION
TAX ABATEMENT BONDS, SERIES 2024A

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

1. Finding; Amount and Purpose. It is hereby found, determined and declared that the City of Blaine, Minnesota (the "City"), should issue its \$12,550,000 General Obligation Tax Abatement Bonds, Series 2024A, to finance the acquisition, construction and installation of certain improvements, including without limitation approximately ten turf fields with associated lighting and ancillary infrastructure as part of the National Sports Center campus in the City.
2. Meeting. This City Council shall meet on the date and at the time and place specified in the form of Terms of Proposal attached hereto as **Exhibit A** for the purpose of awarding the sale of the Bonds.
3. Competitive Negotiated Sale. The City has retained Baker Tilly Municipal Advisors, LLC ("Baker Tilly MA") as an independent municipal advisor, and the City Council hereby determines to sell the Bonds by private negotiation, by way of a competitive sale in response to Terms of Proposal for the Bonds which are not published in any newspaper or journal.
4. Terms of Proposal. The terms and conditions of the Bonds and the sale thereof are fully set forth in the "Terms of Proposal" attached hereto as **Exhibit A** and hereby made a part hereof.
5. Official Statement. The City Finance Director and other officers or employees of the City are hereby authorized to participate with Baker Tilly MA in the preparation of an official statement for the Bonds.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
CITY OF BLAINE)
ANOKA AND RAMSEY COUNTIES)

I, the undersigned, being the duly qualified and acting Clerk of the City of Blaine, Minnesota (the “City”), DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes with the original minutes of a meeting of the City Council called and held on the date therein indicated, which are on file and of record in my office, and the same is a full, true and complete transcript therefrom insofar as the same relates to the City’s \$12,550,000 General Obligation Tax Abatement Bonds, Series 2024A.

WITNESS my hand as such Clerk of the City this _____ day of _____, 2024.

City Clerk

EXHIBIT A

THE CITY HAS AUTHORIZED BAKER TILLY MUNICIPAL ADVISORS, LLC TO NEGOTIATE THIS ISSUE ON ITS BEHALF. PROPOSALS WILL BE RECEIVED ON THE FOLLOWING BASIS:

TERMS OF PROPOSAL

\$12,550,000*

CITY OF BLAINE, MINNESOTA

GENERAL OBLIGATION TAX ABATEMENT BONDS, SERIES 2024A

(BOOK ENTRY ONLY)

Proposals for the above-referenced obligation (the “Bonds”) will be received by the City of Blaine, Minnesota (the “City”) on Monday, May 6, 2024 (the “Sale Date”) until 11:00 A.M., Central Time (the “Sale Time”) at the offices of Baker Tilly Municipal Advisors, LLC (“Baker Tilly MA”), 30 East 7th Street, Suite 3025, Saint Paul, MN 55101, after which time proposals will be opened and tabulated. Consideration for award of the Bonds will be by the City Council at its meeting commencing at 7:00 P.M., Central Time, of the same day.

SUBMISSION OF PROPOSALS

Baker Tilly MA will assume no liability for the inability of a bidder or its proposal to reach Baker Tilly MA prior to the Sale Time, and neither the City nor Baker Tilly MA shall be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. All bidders are advised that each proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner in which the proposal is submitted.

(a) **Sealed Bidding.** Completed, signed proposals may be submitted to Baker Tilly MA by email to bids@bakertilly.com, and must be received prior to the Sale Time.

OR

(b) **Electronic Bidding.** Proposals may also be received via PARITY[®]. For purposes of the electronic bidding process, the time as maintained by PARITY[®] shall constitute the official time with respect to all proposals submitted to PARITY[®]. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY[®] for purposes of submitting its electronic proposal in a timely manner and in compliance with the requirements of the Terms of Proposal.* Neither the City, its agents, nor PARITY[®] shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the City, its agents, nor PARITY[®] shall be responsible for a bidder’s failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY[®]. The City is using the services of PARITY[®] solely as a communication mechanism to conduct the electronic bidding for the Bonds, and PARITY[®] is not an agent of the City.

If any provisions of this Terms of Proposal conflict with information provided by PARITY[®], this Terms of Proposal shall control. Further information about PARITY[®], including any fee charged, may be obtained from:

PARITY[®], 1359 Broadway, 2nd Floor, New York, New York 10018
Customer Support: (212) 849-5000

*Preliminary; subject to change.

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly US, LLP, an accounting firm. Baker Tilly US, LLP trading as Baker Tilly is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2024 Baker Tilly Municipal Advisors, LLC.

DETAILS OF THE BONDS

The Bonds will be dated as of the date of delivery and will bear interest payable on February 1 and August 1 of each year, commencing February 1, 2025. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Bonds will mature February 1 in the years and amounts* as follows:

2027	\$ 75,000	2030	\$795,000	2033	\$ 985,000	2036	\$1,075,000	2039	\$1,195,000
2028	\$340,000	2031	\$930,000	2034	\$1,010,000	2037	\$1,115,000	2040	\$1,245,000
2029	\$635,000	2032	\$955,000	2035	\$1,040,000	2038	\$1,155,000		

*The City reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Bonds or the amount of any maturity or maturities in multiples of \$5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per \$1,000 of Bonds as that of the original proposal. Gross spread for this purpose is the differential between the price paid to the City for the new issue and the prices at which the proposal indicates the securities will be initially offered to the investing public.

BOOK ENTRY SYSTEM

The Bonds will be issued by means of a book entry system with no physical distribution of Bonds made to the public. The Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The lowest bidder (the "Purchaser"), as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC.

REGISTRAR/PAYING AGENT

U.S. Bank Trust Company, National Association, Saint Paul, Minnesota will serve as Registrar/Paying Agent (the "Registrar") for the Bonds, and shall be subject to applicable regulations of the Securities and Exchange Commission. The City will pay for the services of the Registrar.

OPTIONAL REDEMPTION

The City may elect on February 1, 2033, and on any day thereafter, to redeem Bonds due on or after February 1, 2034. Redemption may be in whole or in part and if in part at the option of the City and in such manner as the City shall determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All redemptions shall be at a price of par plus accrued interest.

SECURITY AND PURPOSE

The Bonds will be general obligations of the City for which the City will pledge its full faith and credit and power to levy direct general ad valorem taxes. In addition, the City will pledge available tax abatement revenues for repayment of a portion of the Bonds. The proceeds of the Bonds will be used to (i) finance the construction of ten turf fields with associated lighting and ancillary infrastructure at the National Sports Center, (ii) fund capitalized interest, and (iii) pay costs of issuance.

NOT BANK QUALIFIED TAX-EXEMPT OBLIGATIONS

The City will not designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

BIDDING PARAMETERS

Proposals shall be for not less than \$12,424,500 plus accrued interest, if any, on the total principal amount of the Bonds. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity as stated on the proposal must be 98.0% or greater.

Proposals for the Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth herein. In order to designate term bonds, the proposal must specify "Years of Term Maturities" in the spaces provided on the proposal form.

No proposal can be withdrawn or amended after the time set for receiving proposals on the Sale Date unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

ESTABLISHMENT OF ISSUE PRICE

In order to provide the City with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the "Code"), the Purchaser will be required to assist the City in establishing the issue price of the Bonds and shall complete, execute, and deliver to the City prior to the closing date, a written certification in a form acceptable to the Purchaser, the City, and Bond Counsel (the "Issue Price Certificate") containing the following for each maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity): (i) the interest rate; (ii) the reasonably expected initial offering price to the "public" (as said term is defined in Treasury Regulation Section 1.148-1(f) (the "Regulation")) or the sale price; and (iii) pricing wires or equivalent communications supporting such offering or sale price. Any action to be taken or documentation to be received by the City pursuant hereto may be taken or received on behalf of the City by Baker Tilly MA.

The City intends that the sale of the Bonds pursuant to this Terms of Proposal shall constitute a "competitive sale" as defined in the Regulation based on the following:

- (i) the City shall cause this Terms of Proposal to be disseminated to potential bidders in a manner that is reasonably designed to reach potential bidders;
- (ii) all bidders shall have an equal opportunity to submit a bid;
- (iii) the City reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Bonds; and
- (iv) the City anticipates awarding the sale of the Bonds to the bidder who provides a proposal with the lowest true interest cost, as set forth in this Terms of Proposal (See "AWARD" herein).

Any bid submitted pursuant to this Terms of Proposal shall be considered a firm offer for the purchase of the Bonds, as specified in the proposal. The Purchaser shall constitute an "underwriter" as said term is defined in the Regulation. By submitting its proposal, the Purchaser confirms that it shall require any agreement among underwriters, a selling group agreement, or other agreement to which it is a party relating to the initial sale of the Bonds, to include provisions requiring compliance with the provisions of the Code and the Regulation regarding the initial sale of the Bonds.

If all of the requirements of a "competitive sale" are not satisfied, the City shall advise the Purchaser of such fact prior to the time of award of the sale of the Bonds to the Purchaser. **In such event, any proposal submitted will not be subject to cancellation or withdrawal.** Within twenty-four (24) hours of the notice of award of the sale of the Bonds, the Purchaser shall advise the City and Baker Tilly MA if 10% of any maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) has been sold

to the public and the price at which it was sold. The City will treat such sale price as the “issue price” for such maturity, applied on a maturity-by-maturity basis. The City will not require the Purchaser to comply with that portion of the Regulation commonly described as the “hold-the-offering-price” requirement for the remaining maturities, but the Purchaser may elect such option. If the Purchaser exercises such option, the City will apply the initial offering price to the public provided in the proposal as the issue price for such maturities. If the Purchaser does not exercise that option, it shall thereafter promptly provide the City and Baker Tilly MA the prices at which 10% of such maturities are sold to the public; provided such determination shall be made and the City and Baker Tilly MA notified of such prices whether or not the closing date has occurred, until the 10% test has been satisfied as to each maturity of the Bonds or until all of the Bonds of a maturity have been sold.

GOOD FAITH DEPOSIT

To have its proposal considered for award, the Purchaser is required to submit a good faith deposit via wire transfer to the City in the amount of \$125,500 (the “Deposit”) no later than 2:00 P.M., Central Time on the Sale Date. The Purchaser shall be solely responsible for the timely delivery of its Deposit, and neither the City nor Baker Tilly MA have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the City may, at its sole discretion, reject the proposal of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

A Deposit will be considered timely delivered to the City upon submission of a federal wire reference number by the specified time. Wire transfer instructions will be available from Baker Tilly MA following the receipt and tabulation of proposals. The successful bidder must send an e-mail including the following information: (i) the federal reference number and time released; (ii) the amount of the wire transfer; and (iii) the issue to which it applies.

Once an award has been made, the Deposit received from the Purchaser will be retained by the City and no interest will accrue to the Purchaser. The amount of the Deposit will be deducted at settlement from the purchase price. In the event the Purchaser fails to comply with the accepted proposal, said amount will be retained by the City.

AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis calculated on the proposal prior to any adjustment made by the City. The City's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The City will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Bonds, (ii) reject all proposals without cause, and (iii) reject any proposal that the City determines to have failed to comply with the terms herein.

BOND INSURANCE AT PURCHASER'S OPTION

The City has **not** applied for or pre-approved a commitment for any policy of municipal bond insurance with respect to the Bonds. If the Bonds qualify for municipal bond insurance and a bidder desires to purchase a policy, such indication, the maturities to be insured, and the name of the desired insurer must be set forth on the bidder's proposal. The City specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the City. All costs associated with the issuance and administration of such policy and associated ratings and expenses (other than any independent rating requested by the City) shall be paid by the successful bidder. Failure of the municipal bond insurer to issue the policy after the award of the Bonds shall not constitute cause for failure or refusal by the successful bidder to accept delivery of the Bonds.

CUSIP NUMBERS

If the Bonds qualify for the assignment of CUSIP numbers such numbers will be printed on the Bonds; however, neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the Purchaser to accept delivery of the Bonds. Baker Tilly MA will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the Purchaser.

SETTLEMENT

On or about May 30, 2024, the Bonds will be delivered without cost to the Purchaser through DTC in New York, New York. Delivery will be subject to receipt by the Purchaser of an approving legal opinion of Kennedy & Graven, Chartered of Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the City or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Bonds has been made impossible by action of the City, or its agents, the Purchaser shall be liable to the City for any loss suffered by the City by reason of the Purchaser's non-compliance with said terms for payment.

CONTINUING DISCLOSURE

In accordance with SEC Rule 15c2-12(b)(5), the City will undertake, pursuant to the resolution awarding sale of the Bonds, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Official Statement. The Purchaser's obligation to purchase the Bonds will be conditioned upon receiving evidence of this undertaking at or prior to delivery of the Bonds.

OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Bonds and said Preliminary Official Statement has been deemed final by the City as of the date thereof within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For an electronic copy of the Preliminary Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the City, Baker Tilly Municipal Advisors, LLC, by telephone (651) 223-3000, or by email bids@bakertilly.com.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts, and interest rates of the Bonds, together with any other information required by law. By awarding the Bonds to the Purchaser, the City agrees that, no more than seven business days after the date of such award, it shall provide to the Purchaser an electronic copy of the Final Official Statement. The City designates the Purchaser as its agent for purposes of distributing the Final Official Statement to each syndicate member, if applicable. The Purchaser agrees that if its proposal is accepted by the City, (i) it shall accept designation and (ii) it shall enter into a contractual relationship with its syndicate members for purposes of assuring the receipt of the Final Official Statement by each such syndicate member.

Dated April 15, 2024

BY ORDER OF THE CITY COUNCIL

/s/ Cathy Sorenson
City Clerk

\$12,550,000

City of Blaine, Minnesota

General Obligation Tax Abatement Bonds, Series 2024A

Sources & Uses

Dated 05/30/2024 | Delivered 05/30/2024

Sources Of Funds	
Par Amount of Bonds	\$12,550,000.00
Total Sources	\$12,550,000.00
Uses Of Funds	
Deposit to Project Construction Fund	12,000,000.00
Deposit to Capitalized Interest (CIF) Fund	276,623.48
Costs of Issuance	144,100.00
Total Underwriter's Discount (1.000%)	125,500.00
Rounding Amount	3,776.52
Total Uses	\$12,550,000.00

\$12,550,000
City of Blaine, Minnesota
General Obligation Tax Abatement Bonds, Series 2024A

NET DEBT SERVICE vs. REVENUE

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% Overlevy	Abatement Revenue	Surpls(Deficit)
02/01/2025	-	-	276,623.48	276,623.48	(276,623.48)	-	-	-	-
02/01/2026	-	-	413,213.50	413,213.50	-	413,213.50	433,874.18	485,455.10	51,580.93
02/01/2027	75,000.00	3.030%	413,213.50	488,213.50	-	488,213.50	512,624.18	565,638.41	53,014.24
02/01/2028	340,000.00	2.900%	410,941.00	750,941.00	-	750,941.00	788,488.05	839,895.02	51,406.97
02/01/2029	635,000.00	2.840%	401,081.00	1,036,081.00	-	1,036,081.00	1,087,885.05	1,142,661.25	54,776.20
02/01/2030	795,000.00	2.810%	383,047.00	1,178,047.00	-	1,178,047.00	1,236,949.35	1,289,960.96	53,011.61
02/01/2031	930,000.00	2.810%	360,707.50	1,290,707.50	-	1,290,707.50	1,355,242.88	1,408,751.05	53,508.18
02/01/2032	955,000.00	2.820%	334,574.50	1,289,574.50	-	1,289,574.50	1,354,053.23	1,408,751.05	54,697.83
02/01/2033	985,000.00	2.840%	307,643.50	1,292,643.50	-	1,292,643.50	1,357,275.68	1,408,751.05	51,475.37
02/01/2034	1,010,000.00	3.080%	279,669.50	1,289,669.50	-	1,289,669.50	1,354,152.98	1,408,751.05	54,598.08
02/01/2035	1,040,000.00	3.310%	248,561.50	1,288,561.50	-	1,288,561.50	1,352,989.58	1,408,751.05	55,761.47
02/01/2036	1,075,000.00	3.460%	214,137.50	1,289,137.50	-	1,289,137.50	1,353,594.38	1,408,751.05	55,156.68
02/01/2037	1,115,000.00	3.610%	176,942.50	1,291,942.50	-	1,291,942.50	1,356,539.63	1,408,751.05	52,211.43
02/01/2038	1,155,000.00	3.710%	136,691.00	1,291,691.00	-	1,291,691.00	1,356,275.55	1,408,751.05	52,475.50
02/01/2039	1,195,000.00	3.800%	93,840.50	1,288,840.50	-	1,288,840.50	1,353,282.53	1,408,751.05	55,468.53
02/01/2040	1,245,000.00	3.890%	48,430.50	1,293,430.50	-	1,293,430.50	1,358,102.03	1,408,751.05	50,649.03
Total	\$12,550,000.00	-	\$4,499,317.98	\$17,049,317.98	(276,623.48)	\$16,772,694.50	\$17,611,329.23	\$18,411,121.24	\$799,792.02

Dated	5/30/2024
Delivery Date	5/30/2024
First Coupon Date	2/01/2025

Yield Statistics

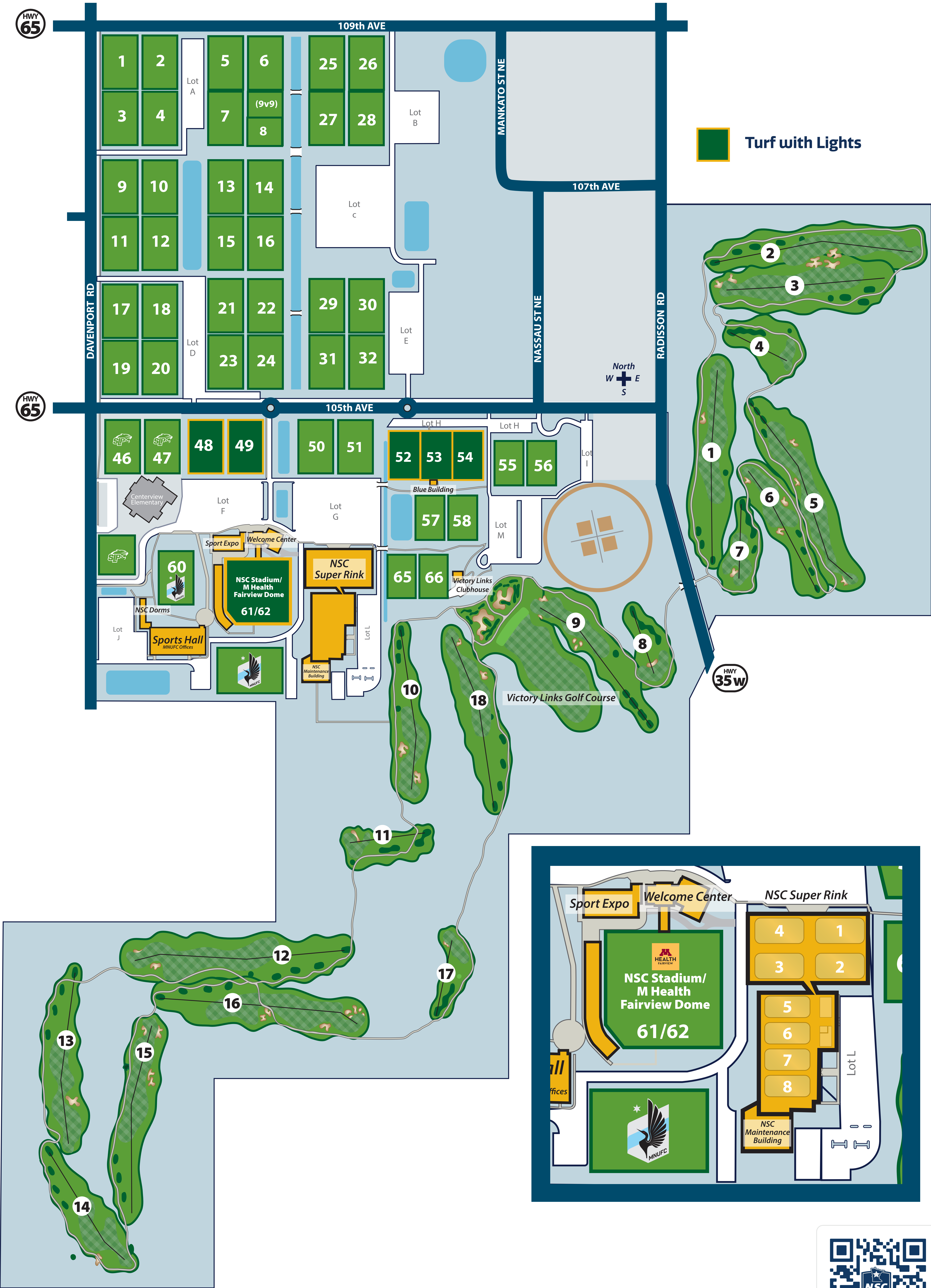
Bond Year Dollars	\$131,346.53
Average Life	10.466 Years
Average Coupon	3.4255325%
Net Interest Cost (NIC)	3.5210813%
True Interest Cost (TIC)	3.5214943%
Bond Yield for Arbitrage Purposes	3.4050280%
All Inclusive Cost (AIC)	3.6570909%

Projected Tax Abatement Report

City of Blaine, Minnesota
105th Street Tax Abatement
Draft Abatement Revenues for Financing of \$12M Turf Fields

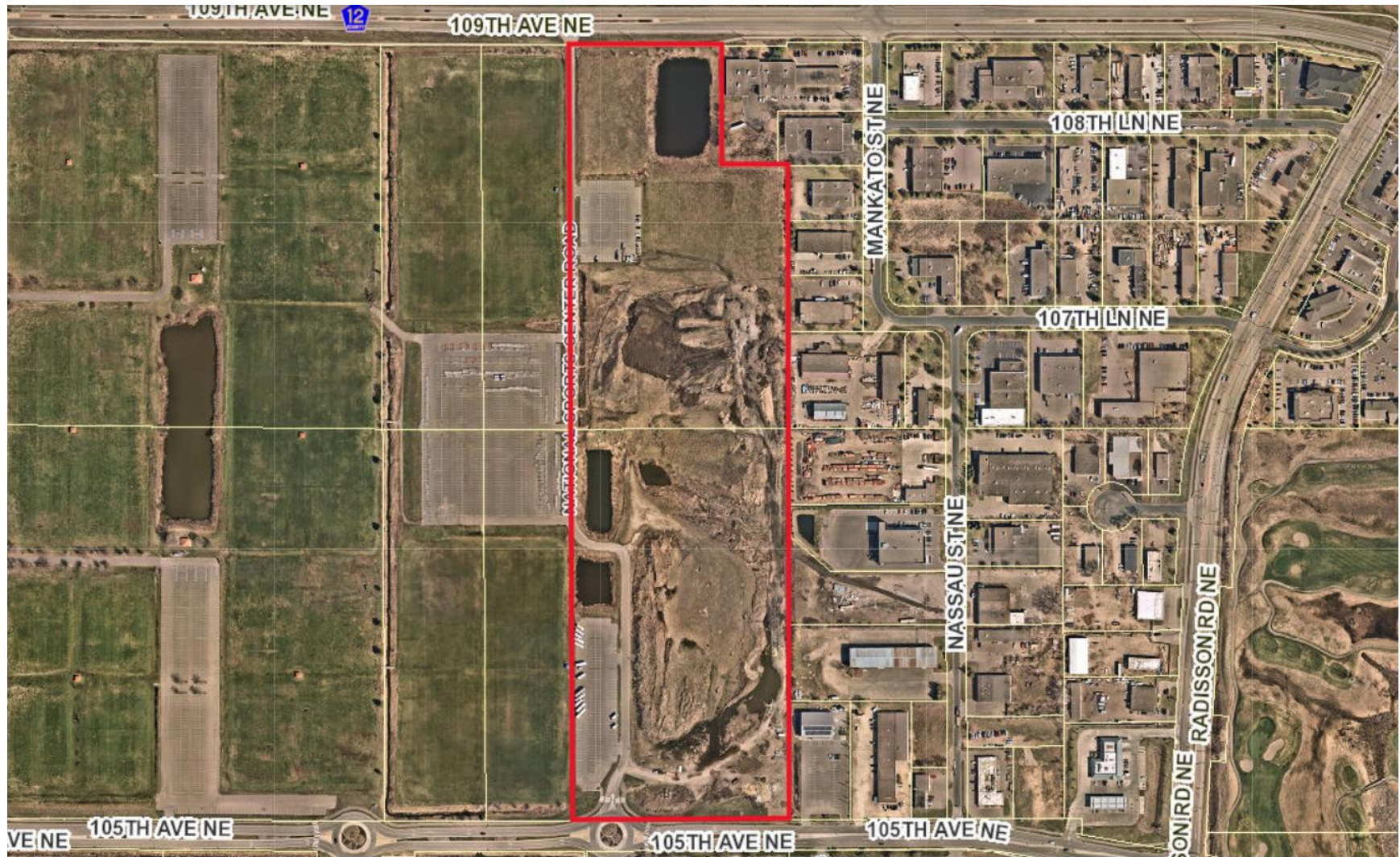
Taxes Payable/ Collected (1)	Total Commercial Value (2)	Total Res Rental Value (3)	Total Taxable Value (4)	Total Net Tax Capacity (5)	Less: Non- Abated NTC County (6)	Less: Non- Abated NTC City / SD (7)	Less: Fiscal Disparities 30.1859% (8)	Retained Captured Net Tax Capacity (9)	Times: Tax Capacity Rate (10)	Estimated Annual Property Taxes (11)	Maximum Tax Abatement City * (12)	Maximum Tax Abatement County * (13)	Maximum Tax Abatement School * (14)	Estimated Total Abatement (15)	Net DS Payments \$12.55M GO Abate Bonds (16)	105% Overlevy Debt Service Abate Bonds (17)	Annual Estimated Surplus/Deficit (105% overlevy) (18)
12/31/23																	
12/31/24																	
12/31/25	0	51,990,300	51,990,300	649,879	154,085	47,009	0	602,870	89.574%	540,015	200,870	127,067	157,518	485,455	413,214	433,874	51,581
12/31/26	6,750,000	51,990,300	58,740,300	784,879	154,085	47,009	40,751	697,119	89.574%	624,437	232,273	151,222	182,143	565,638	488,214	512,624	53,014
12/31/27	29,837,500	51,990,300	81,827,800	1,246,629	154,085	47,009	180,134	1,019,486	89.574%	913,194	339,682	233,841	266,371	839,895	750,941	788,488	51,407
12/31/28	55,325,000	51,990,300	107,315,300	1,756,379	154,085	47,009	334,007	1,375,363	89.574%	1,231,968	458,257	325,049	359,355	1,142,661	1,036,081	1,087,885	54,776
12/31/29	67,725,000	51,990,300	119,715,300	2,004,379	154,085	47,009	408,868	1,548,502	89.574%	1,387,055	515,945	369,423	404,593	1,289,961	1,178,047	1,236,949	53,012
12/31/30	77,725,000	51,990,300	129,715,300	2,204,379	154,085	47,009	469,240	1,688,130	89.574%	1,512,126	562,468	405,208	441,075	1,408,751	1,290,708	1,355,243	53,508
12/31/31	77,725,000	51,990,300	129,715,300	2,204,379	154,085	47,009	469,240	1,688,130	89.574%	1,512,126	562,468	405,208	441,075	1,408,751	1,289,575	1,354,053	54,698
12/31/32	77,725,000	51,990,300	129,715,300	2,204,379	154,085	47,009	469,240	1,688,130	89.574%	1,512,126	562,468	405,208	441,075	1,408,751	1,292,644	1,357,276	51,475
12/31/33	77,725,000	51,990,300	129,715,300	2,204,379	154,085	47,009	469,240	1,688,130	89.574%	1,512,126	562,468	405,208	441,075	1,408,751	1,289,670	1,354,153	54,598
12/31/34	77,725,000	51,990,300	129,715,300	2,204,379	154,085	47,009	469,240	1,688,130	89.574%	1,512,126	562,468	405,208	441,075	1,408,751	1,288,562	1,352,990	55,761
12/31/35	77,725,000	51,990,300	129,715,300	2,204,379	154,085	47,009	469,240	1,688,130	89.574%	1,512,126	562,468	405,208	441,075	1,408,751	1,289,138	1,353,594	55,157
12/31/36	77,725,000	51,990,300	129,715,300	2,204,379	154,085	47,009	469,240	1,688,130	89.574%	1,512,126	562,468	405,208	441,075	1,408,751	1,291,943	1,356,540	52,211
12/31/37	77,725,000	51,990,300	129,715,300	2,204,379	154,085	47,009	469,240	1,688,130	89.574%	1,512,126	562,468	405,208	441,075	1,408,751	1,291,691	1,356,276	52,476
12/31/38	77,725,000	51,990,300	129,715,300	2,204,379	154,085	47,009	469,240	1,688,130	89.574%	1,512,126	562,468	405,208	441,075	1,408,751	1,288,841	1,353,283	55,469
12/31/39	77,725,000	51,990,300	129,715,300	2,204,379	154,085	47,009	469,240	1,688,130	89.574%	1,512,126	562,468	405,208	441,075	1,408,751	1,293,431	1,358,102	50,649
										\$19,817,929	\$7,371,709	\$5,258,686	\$5,780,726	\$18,411,122	\$16,772,695	\$17,611,329	\$799,792

NSC Full Campus Map



Take the map with you!

Development Zone





City of Blaine

Staff Report

File Number: RES 24-81

Agenda Date	Status
April 15, 2024	
In Control	File Type
City Council	Resolution

Administration - Erik Thorvig, Community Development Director

Agenda Item # 11.5

Resolution Authorizing an Amendment to the Funding Agreement with the National Sports Center For Artificial Turf Field Improvements

Executive Summary

Background

On November 6, 2023, the City Council approved a funding agreement with the National Sports Center related to artificial turf field improvements at the NSC. The funding agreement is based on the anticipated issuance of a \$12,000,000 bond to fund the installation of ten, lit, artificial turf fields at the NSC campus which is part of the 105th Redevelopment Project. Debt service for the bond will be paid through tax abatement. The original agreement anticipated authorization of tax abatement by all entities (Spring Lake Park Schools, Anoka County, City of Blaine) by March 31, 2024, with the first disbursement of funds occurring on April 1, 2024.

Due to scheduling delays, the tax abatement authorization will not be approved by the three entities until various meetings in April. The City Council will be acting on the tax abatement authorization on April 15, 2024. Based on the change in schedule, the first disbursement is now scheduled for April 16, 2024, after City Council action on the tax abatement. The remaining disbursement schedule is generally consistent with the previous agreement. Disbursement is contingent upon authorization of tax abatement by the City Council. The tax abatement action will occur prior to this item on the agenda.

In order to stay on schedule with the installation of two of the fields this spring, the NSC had to front costs associated with procurement of the artificial turf. The first disbursement of \$1,000,000 is intended to pay for those costs and will occur prior to the City receiving the bond proceeds. As such, the City will need to utilize city dollars for the first disbursement, and will be reimbursed when the bond proceeds are received in May. The second disbursement on May 31, 2024, will be made with bond proceeds.

Strategic Plan Relationship

Not applicable.

Board/Commission Review

Not applicable.

Financial Impact

In order to stay on schedule with the installation of two of the fields this spring, the NSC had to front costs associated with procurement of the artificial turf. The first disbursement of \$1,000,000 is intended to pay for those costs and will occur prior to the City receiving the bond proceeds. As such, the City will need to utilize city dollars for the first disbursement, and will be reimbursed when the bond proceeds are received in May. The second disbursement on May 31, 2024, will be made with bond proceeds.

Public Outreach/Input

Not applicable.

Staff Recommendation

Approve the attached resolution.

Attachment List

1. Amended Agreement



City of Blaine

Signature Copy

Resolution: RES 24-81

Resolution Authorizing an Amendment to the Funding Agreement with the National Sports Center For Artificial Turf Field Improvements

WHEREAS, the Blaine City Council approved a funding agreement with the National Sports Center on November 6, 2024; and

WHEREAS, based on timing of funding related to the agreement, an amendment is necessary to identify new funding disbursement dates;

WHEREAS, an amendment to the funding agreement was prepared and agreed upon by both parties identifying new disbursement dates.

NOW THEREFORE BE IT RESOLVED, the Blaine City Council hereby approves the amendment to the original funding agreement dated November 6, 2023, with the National Sports Center.

PASSED by the City Council of the City of Blaine this 15th day of April, 2024.



Signed by

Tim Sanders, Mayor

Signed by

Cathy Sorensen, CMC, City Clerk

MASC.Blaine SportsTown Parcel
1st REVISED AND RESTATED
FUNDING AGREEMENT

THIS AGREEMENT (“1st REVISED AND RESTATED FUNDING AGREEMENT”) is made and entered into by and between the City of Blaine (“BLAINE”), a public entity of the State of Minnesota, and the National Sports Center Foundation (“FOUNDATION”), a non-profit corporation created under the provisions contained in Chapter 317A of the Laws of Minnesota.

RECITALS

- I.** BLAINE is a governmental entity situated in the State of Minnesota.
- II.** The Minnesota Amateur Sports Commission (“COMMISSION”) is a commission of the State of Minnesota that is created and operates under the provisions contained in Chapter 240A of the Laws of Minnesota.
- III.** The COMMISSION operates a sports complex located in BLAINE, that is commonly referred to as the National Sports Center (“NSC”).
- IV.** The COMMISSION has contracted with the FOUNDATION to operate and develop the NSC.
- V.** The NSC attracts a substantial number of tourists and visitors, and is a substantial generator of economic development for BLAINE.
- VI.** The NSC currently has 55 all-purpose fields at the NSC, and the FOUNDATION wants to renovate some of such fields to produce ten lighted artificial turf all-purpose fields and one natural grass none lighted all-purpose field to the NSC (cumulatively the “RENOVATED FIELDS”).
- VII.** The FOUNDATION has entered into an AIA Document AIA A101-2017 Construction Contract (“CONSTRUCTION CONTRACT”), a copy of which is attached hereto as Exhibit A, for the renovation of the RENOVATED FIELDS.
- VIII.** BLAINE is willing to give the FOUNDATION \$12,000,000 (“RENOVATED FIELD FUNDS”), subject to the conditions and restrictions as provided in this Agreement, to pay for the construction of the RENOVATED FIELDS.
- IX.** BLAINE believes that the adding of the RENOVATED FIELDS to the NSC will generate substantial economic development for BLAINE in excess of the amount of the RENOVATED FIELD FUNDS.
- X.** BLAINE and the FOUNDATION have previously entered into and executed that certain MASC.Blaine SportsTown Parcel Funding agreement dated November 2, 2023

(“ORIGIANL FUNDING AGREEMENT”) under which BLAINE agreed to provide the FOUNDATION with the RENOATED FIELD FUNDS in accordance with the schedule delineated therein.

XI. BLAINE has already supplied \$500,000 of the RENOATED FIELD FUNDS to The COMMISSION and the COMMISSION has supplied such funds to the FOUNDATION for the first phase of the construction of the RENOATED FIELDS.

XII. Under the ORIGINAL FUNDING AGREEMENT BLAINE is required to supply an additional \$11,500,000 to the FOUNDATION.

XIII. At the time that BLAINE and the COMMISSION entered into the original FUNDING AGREEMENT, BLAINE anticipated that it would sell bonds to provide the RENOATED FELD FUNDS no later than the date delineated therein, however such date has changed and BLAINE and the FOUNDATION want to revise the original FUNDING AGREEMENT to eliminate such date and to revise the schedule under which BLAINE will provide the remaining \$11,500,000.

NOW, THEREFORE, BLAINE AND THE FOUNDATION hereby agree as follows:

1. DISTRIBUTION OF FUNDS.

1.1 BLAINE and the FOUNDATION acknowledge that BLAINE has already supplied and distributed \$500,000 to the FOUNDATION for the construction of the RENOATED FIELDS, and the FOUNDATION has expended such funds for such construction.

1.2 Subject to the limitation contained in Section 2 herein, BLAINE agrees to give and disburse the remaining \$11,500,000 of the RENOATED FIELDS FUNDS to the FOUNDATION for the construction of the RENOATED FIELDS as follows:

<u>Disbursement Date</u>	<u>Amount</u>
April 16, 2024	\$1,000,000
May 30, 2024	\$2,200,000
June 15, 2024	\$2,200,000
August 1, 2024	\$2,200,000
September 15, 2024	\$2,200,000
November 1, 2024	\$1,200,000
December 15, 2024	\$500,000

2. LIMITATION ON FUNDING. The FOUNDATION and BLAINE agree that the COMMISSION has agreed to enter into a Ground Lease (“GROUND LEASE”) with a developer selected by BLAINE, and that the COMMISSION’s entering into the GROUND LEASE is dependent on BLAINE supplying, or committing to supply, to the FOUNDATION the remaining portion of the RENOATED FILED FUNDS delineated in Section 1.2 herein in on or before the dates delineated in such section. Therefore, the FOUNDATION and BLAINE agree that the

COMMISSION will not be required to enter into the GROUND LEASE if BLAINE fails to supply to the FOUNDATION the remaining portion of the RENOVATED FILED FUNDS delineated in Section 1.2 herein in on or before the dates delineated in such section, or such later date as may be agreed to by the parties in writing.

3. **FOUNDATIONS USE OF FUNDS.** The FOUNDATION shall use the RENOVATED FIELD FUNDS it receives from BLAINE under Section 1.2 herein for the sole purpose of development and construction of the RENOVATED FIELDS at the NSC in accordance with the provisions contained in the CONSTRUCTION CONTRACT. The FOUNDATION acknowledges the RENOVATED FIELD FUNDS may not be sufficient for completion of all RENOVATED FIELDS, and the FOUNDATION agrees it shall be solely responsible for any additional funds it may take to complete the RENOVATED FIELDS at the NSC.

4. **MISCELLANEOUS PROVISIONS.**

4.1 This 1st REVISED AND RESTATED FUNDING AGREEMENT replaces the ORIGINAL FUNDING AGREEMENT.

4.2 This 1ST REVISED AND RESTATED FUNDING AGREEMENT constitutes the entire agreement between the FOUNDATION and BLAINE regarding the issues dealt with herein.

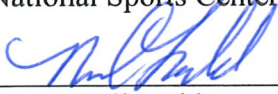
4.3 If any condition or provision of this 1st REVISED AND RESTATED FUNDING AGREEMENT is construed or held to be invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remaining conditions and provisions shall not be affected thereby but shall remain in full force and effect.

4.4 The terms of this 1st REVISED AND RESTATED FUNDING AGREEMENT shall be construed and interpreted under the laws of the State of Minnesota.

THIS 1st REVISED AND RESTATED FUNDING AGREEMENT was entered into by the undersigned parties on the day and date noted immediately below their signatures.

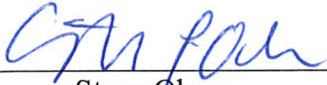
FOUNDATION

The National Sports Center Foundation

By: 
Neil Ladd

Its: Deputy Executive Director

Executed on the 29 day of March, 2024

By: 
Steve Olson

Its: Chief Operating Officer

Executed on the 29 day of MARCH, 2024

BLAINE
The City of Blaine

By: _____

Its: _____

Executed on the ____ day of _____, 202__



City of Blaine

Staff Report

File Number: ORD 24-2549

Agenda Date	Status
April 15, 2024	
In Control	File Type
City Council	Ordinance

Administration - Erik Thorvig, Community Development Director

Agenda Item # 11.6

First Reading

Amend Chapter 90 - Vegetation, Article II. Weeds and Tall Grass

Executive Summary

Council is asked to consider first reading of an ordinance to allow property owners and occupants to install and maintain managed natural landscapes.

Background

Minnesota Statute 412.925 was signed into law last year and requires that municipalities allow property owners and occupants to install and maintain managed natural landscapes that may exceed 8 inches in height and be allowed to go to seed. The landscapes must be maintained and cannot include noxious weeds. Additionally, weeds and grasses not part of a managed natural landscape cannot exceed 8 inches in height or be allowed to go to seed. The law went into effect July 1, 2023, and supersedes any local regulations requiring residents to maintain a managed turf-grass lawn. Managed natural landscape properties will be recorded and tracked through iMS (city code enforcement and permitting software) for documentation and will not include any official permitting or review unless a complaint is received.

Strategic Plan Relationship

N/A

Board/Commission Review

N/A

Financial Impact

N/A

Public Outreach/Input

N/A

Staff Recommendation

Hold first reading of the proposed ordinance. If approved second reading and adoption will be held on May 6, 2024.

Attachment List

1. MN Statute 412.925



City of Blaine

Signature Copy

Ordinance: ORD 24-2549

First Reading

Amend Chapter 90 - Vegetation, Article II. Weeds and Tall Grass

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

Sec. 90-31. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~*Land management plan* means a written plan relating to the management of the native lawn area. This plan shall include a legal description of the property to be planted in native lawn; a statement of intent and purpose of the lawn; a general description of the vegetation types, plants and plant succession involved; any borders, natural or manmade screens or barriers around the native lawn; the specific management/maintenance techniques to be employed; and a list of all adjoining or certified property owners.~~

Managed natural landscape means a planned, intentional, and maintained planting of native or nonnative grasses, wildflowers, forbs, ferns, shrubs, or trees, including but not limited to rain gardens, meadow vegetation, and ornamental plants. Managed natural landscapes does not include turf grass lawns left unattended for the purpose of returning to a natural state.

~~*Native lawn* means a lawn consisting of grasses and flowering plants which are native to, or adapted to, the state, which are commonly found in meadow and prairie plant communities, except noxious weeds. This does not include turf grasses or plantings consisting exclusively of wildflowers, without tall grasses.~~

Ornamental plants mean grasses, perennials, annuals, and groundcovers purposely planted for aesthetic reasons.

Turf grasses means grasses that are commonly used in regularly cut lawn areas such as blue grass, fescue, and rye grass blends.

(Code 1980, § 11-20; Ord. No. 96-1593, 3-21-1996)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 90-32. Penalty for violation of article.

Any person who shall not abate the nuisance as directed in this article or who shall fail to comply with the provisions of any notice provided in this article, or who shall resist or obstruct the city manager or authorized representative in the abatement of a nuisance, shall be guilty of a misdemeanor and, upon conviction thereof, shall be subject to punishment as provided in section 1-7.

(Code 1963, § 109C.04; Code 1980, § 11-25; Ord. No. 592, 9-21-1978; Ord. No. 96-1593, 3-21-1996)

Sec. 90-33. Nonapplicability of article provisions.

The provisions of this article do not apply to noxious weeds as defined in Minn. Stat. § 18.87.

Sec. 90-34. Declaration of nuisance and illegality.

- (a) All turf grasses, pollinator lawns, and weeds or grass growing to a greater height greater than six eight (8) inches, measured from the base at ground level to the tip of the stalk, stem, blade, or leaf are hereby declared to be a public nuisance. All turf grasses, pollinator lawns, and weeds which have gone or are about

~~to seed are also declared a public nuisance as they or weeds or growing grass which have gone or are about to go to seed, existing on any platted lot in the city or existing on any outlot, which is created in conjunction with and by virtue of the approval of a plat, are hereby declared to be a nuisance and are hereby declared to be detrimental to the health, safety and general welfare of the residents of the city.~~

- (b) It shall be unlawful for the owner, lessee, occupant, or representative of any such owner, lessee, or occupant, of any land described in subsection (a) of this section in the city, to allow, permit, or maintain a nuisance on any such land or along the sidewalk, street, or alley adjacent thereto.

(Code 1963, § 109C.01; Code 1980, § 11-21; Ord. No. 592, 9-21-1978; Ord. No. 96-1593, 3-21-1996)

Sec. 90-35. Notice to abate.

When the owner, lessee, or occupant of any land within the city permits a nuisance to exist in violation of this article, the city manager or authorized representative, shall cause to be served a notice in writing upon the owner, lessee, or occupant if other than the owner, stating specific instructions and methods when and how the nuisance is to be controlled or eradicated. The notice shall be served personally or by U.S. mail. Service on persons living temporarily or permanently outside the city, whose property is vacant or unoccupied, may be made by sending the notice by U.S. mail to the last known address of such person, to be ascertained, if necessary, from the last tax list in the county treasurer's office. The notice shall order that the nuisance be abated within ten days after service of such notice. The notice shall also state that in the event of failure to comply, the nuisance will be abated by the city at the expense of the owner of the property.

For second and subsequent violations of this article within the same calendar year, notice shall be made by posting of the order in a clearly visible and conspicuous location at the property or structure. The notice shall order that the nuisance be abated within three days after posting of such notice. The notice shall also state that in the event of failure to comply, the nuisance will be abated by the city at the expense of the owner of the property.

(Code 1963, § 109C.02; Code 1980, § 11-22; Ord. No. 592, 9-21-1978; Ord. No. 96-1593, 3-21-1996; Ord. No. 08-2160, 5-1-2008)

Sec. 90-36. Assessment of abatement cost.

If such person fails to comply with the notice to abate within the time frame set forth in the notice, the city manager or authorized representative, shall have the nuisance cut and removed or otherwise eradicated. A record showing the cost of such work attributable to each separate lot or parcel shall be delivered to the city clerk. Notice in writing of the work done and the costs and expenses incurred, including the administration fee to be imposed pursuant to the fee schedule adopted by the council, shall be served on the owner, lessee, or occupant of the property, in accordance with the service requirements of this article. Such notice shall indicate that if the total amount is not paid to the city within 30 days of service of the notice, the amount of the costs and expenses incurred, along with the administration fee, shall be certified to the county auditor on or about October 1 of each year and shall be collected in the same manner as other taxes are collected.

(Code 1963, § 109C.03; Code 1980, § 11-23; Ord. No. 592, 9-21-1978; Ord. No. 96-1593, 3-21-1996; Ord. No. 08-2160, 5-1-2008; Ord. No. 12-2247, 4-5-2012)

Sec. 90-37. Exceptions.

- (a) ~~For native lawns.~~ The owners or their assigned managers of residential property within the city may seek approval of a land management plan to convert a portion of their property to a native lawn, one where the grasses and other growth may exceed six inches in height, provided that such land management plan shall provide such plantings shall be maintained so as not to present hazards to adjoining properties or to persons or vehicles traveling on the public ways, not present a hazard to structures on such affected land, and further, shall be maintained as to enhance the appearance of the property on which located. Those seeking approval to convert a portion of their property to natural lawn must submit, with their land management plan, a form provided by the city bearing the signatures of at least 51 percent of the adjoining property owners. If the majority of the adjoining property owners do not sign the form stating that they have no objections to the native lawn, the application will be denied. The term "adjoining property owners" are defined as any landowner whose property lines touch those of the applicant for a natural lawn. The city manager shall instruct the appropriate staff persons to review the lawn management plan. A managed natural landscape permitted under Minnesota Statute 412.925, as amended from time to time. The following guidelines shall be used for review:

- (1) ~~The native lawn~~ managed natural landscape shall not contain any plants classified as a noxious weed.
- (2) ~~The native lawn~~ managed natural landscape shall not encroach upon the public right-of-way or boulevard.
- (3) ~~The native lawn must be screened from view by a natural or manmade barrier, the property owner shall maintain at least a five-foot setback from all property lines, unless waived in writing by the owner of the abutting property on the side so affected. A five-foot setback shall be maintained from all buildings on site.~~ managed natural landscape may not include any plantings, which due to location and manner of growth, constitute a hazard to the public or may cause injury or damage to persons or property when such growth is in violation of clearance and sight line requirements.
- (4) ~~Native lawn areas shall be located in the rear yard only. A managed natural landscape plan should be submitted to the city so it may be officially recorded with the property. During the establishment of a visible managed natural landscape, a sign must be posted on the property that advises the public that a~~ "managed natural landscape is being established".

~~The privilege of maintaining a native lawn does not automatically transfer with the sale of property and must be applied for by a new owner. If within one year after receiving approval of a natural lawn management plan, the plan has not been put into effect, the approval for the plan is considered null and void. All owners of the property, including successors-in-interest, are responsible for ensuring that the managed landscape area is maintained according to current industry standards for the kind of vegetation being grown, to include seasonable cuttings as appropriate. The city reserves the right upon approval of a plan to inspect the premises to ensure compliance with the provisions of this section.~~

- (b) *Other exceptions.* Other exceptions to the tall grass and weed restrictions may include the following:
- (1) A wetland or floodplain designated on the official zoning map.
 - (2) A drainage pond or ditch which stores or conveys stormwater.
 - (3) An area currently being used as pasture land for domestic hooved animals.
 - (4) An area on which the land and vegetation appears not to be graded, landscaped, mowed, or otherwise disturbed by human mechanical means at any time. Determination of what constitutes this type of area will be based on a reasonable judgment of the present appearance of the area. The recent history of the area may be relevant in this determination.
 - (5) Publicly owned property which is being maintained in its natural state.

(Code 1980, § 11-24; Ord. No. 96-1593, 3-21-1996)

Secs. 90-38—90-70. Reserved.

INTRODUCED and read in full this 15th day of April, 2024.

PASSED by the City Council of the City of Blaine this ____ day of ____, 2024.

MN STAT 412.925 NATIVE LANDSCAPES.

(a) A statutory city or home rule charter city shall allow an owner, authorized agent, or authorized occupant of any privately owned lands or premises to install and maintain a managed natural landscape. For purposes of this section, the following terms have the meanings given:

(1) "managed natural landscape" means a planned, intentional, and maintained planting of native or nonnative grasses, wildflowers, forbs, ferns, shrubs, or trees, including but not limited to rain gardens, meadow vegetation, and ornamental plants. Managed natural landscapes does not include turf-grass lawns left unattended for the purpose of returning to a natural state;

(2) "meadow vegetation" means grasses and flowering broad-leaf plants that are native to, or adapted to, the state of Minnesota, and that are commonly found in meadow and prairie plant communities, not including noxious weeds. "Noxious weed" has the meaning given in section [18.77, subdivision 8](#);

(3) "ornamental plants" means grasses, perennials, annuals, and groundcovers purposely planted for aesthetic reasons;

(4) "rain garden" means a native plant garden that is designed not only to aesthetically improve properties, but also to reduce the amount of stormwater and accompanying pollutants from entering streams, lakes, and rivers; and

(5) "turf-grass lawn" means a lawn composed mostly of grasses commonly used in regularly cut lawns or play areas, including but not limited to bluegrass, fescue, and ryegrass blends, intended to be maintained at a height of no more than eight inches.

(b) Managed natural landscapes may include plants and grasses that are in excess of eight inches in height and have gone to seed, but may not include any noxious weeds and must be maintained.

(c) Except as part of a managed natural landscape as defined in this section, any weeds or grasses growing upon any lot or parcel of land in a city to a greater height than eight inches or that have gone or are about to go to seed are prohibited.



City of Blaine

Staff Report

File Number: ORD 24-2548

Agenda Date	Status
April 15, 2024	
In Control	File Type
City Council	Ordinance

Administration - Nick Fleischhacker, Public Works Director

Agenda Item # 11.7

Second Reading
Amend Sec. 86-7. Lawn Sprinkler Restrictions

Executive Summary

Council is asked to consider a proposed code amendment to better address lawn sprinkler violations.

Background

Based on last year's lawn sprinkling violations, Staff determined that a more effective mechanism is required in order to gain compliance with watering restrictions. The proposed change will also help recover the costs of having our staff performing early morning inspections and numerous followup visits to gain compliance.

This updated language will require late payment fees as well as the ability to have late payments certified onto property taxes.

In 2023, staff cited nearly 850 violations with 68 repeat violations. Of the repeat violations, 49 were paid.

This new ordinance language will increase fines when repeated violations are cited. The first offense is \$25, subsequent offenses increase in \$25 dollar increments with a maximum of \$100 for the 4th offense. First reading was held on April 1 and no comments were received.

The City of Blaine has a high quality groundwater resource. Irrigation enforcement ensures a balanced utilization of our underground resources. Sprinkling restrictions, prevalent in most communities in Minnesota, ensure we balance supply vs demand.

Strategic Plan Relationship

This project aligns with the City's strategic plan goal of infrastructure management.

Board/Commission Review

N/A

Financial Impact

N/A

Public Outreach/Input

N/A

Staff Recommendation

By motion, adopt the ordinance as proposed.

Attachment List

None



City of Blaine

Signature Copy

Ordinance: ORD 24-2548

Second Reading

Amend Sec. 86-7. Lawn Sprinkler Restrictions

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

Sec. 86-7. Lawn sprinkler restrictions.

- (a) The use of the municipal water system for lawn sprinkling shall be regulated as provided in this section. Lawn and garden sprinkling and the use of irrigation systems will be permitted for properties having odd numbered addresses only on odd numbered days and for properties having even numbered addresses only on even numbered days.
- (b) From May 15 through September 15 lawn and garden sprinkling will be prohibited between the hours of 10:00 a.m. and 6:00 p.m. daily.
- (c) Exceptions.
 - (1) This section does not apply to private wells.
 - (2) Employees and agents of the city in such instances wherein lawn, grass or turf used for athletic fields or areas owned and operated by the city require more frequent watering to prevent unreasonable damage thereto.
 - (3) Limited hand watering of plants, flowers, garden areas, trees using a hose.
 - (4) Watering of new landscaping, sod or seed within 30 days of installation.
 - (5) Lawn and garden sprinkling and the use of irrigation systems can be further prohibited as to hours and/or days if deemed necessary by the city manager or designated employee of the utilities division in order to maintain an adequate supply of water and continuity of essential public services.
- (d) The penalty provisions of section 86-1 shall apply to violations of this section. Lawn sprinkler violation fees will be billed to the property owner on a 30-day billing schedule, and payment must be made to the city finance department within 30 days of the billing date. Fees not paid to the city within 30 days of the billing date will be considered delinquent, and subject to a 10 percent late payment fee. Penalties and late fees not paid to the city finance department within 90 days of the billing date may be certified to Anoka County for collection in the same manner that other taxes are collected relating to the subject property.

(Code 1963, § 50.10; Code 1980, § 21-28; Ord. No. 543, 5-19-1977; Ord. No. 546, 6-16-1977; Ord. No. 85-887, 6-20-1985; Ord. No. 97-1650, 4-3-1997; Ord. No. 05-2040, 4-7-2005; Ord. No. 16-2363, 8-18-2016; Ord. No. 21-2475, 7-19-2021)

INTRODUCED and read in full this 1st day of April, 2024.

PASSED by the City Council of the City of Blaine this 15th day of April, 2024.