



City of Blaine

City Council

September 16, 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. 2024-416 Schedule of Bills Paid
Sponsors: Jason Zimmerman, Finance Director

8.2. 2024-423 Approval of Minutes
Sponsors: Cathy Sorensen, City Clerk

8.3. 2024-402 Repainting the Pickleball Courts at Austin Park
Sponsors: Jerome Krieger, Sr. Recreation Manager

8.4. 2024-422 Approve Temporary Road Closure for Blaine Oktober Fest

Sponsors: Jerome Krieger, Sr. Recreation Manager

- 8.5.** RES 23-102 Approve Premise Permit for Lawful Gambling Activity for Blaine's Blazin 4th dba Blaine Festival at El Zocalco Restaurant, 12531 Central Avenue NE

Sponsors: Cathy Sorensen, City Clerk

- 8.6.** 2024-409 Reject bids for 2024 Tree Removal Contract

Sponsors: Nick Fleischhacker, Public Works Director

- 8.7.** RES 24-165 Resolution Authorizing the Transfer of Local Affordable Housing Aid to the Economic Development Authority

Sponsors: Elizabeth Showalter, Community Development Specialist

- 8.8.** 2024-412 Approve Purchases Made from the Public Safety Funds Associated With Updating the Police Department Patch and Badge

Sponsors: Brian Podany, Safety Services Manager/Police Chief

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

- 9.1.** RES 24-172 Resolution Adopting Assessment for the 2023 Northwest Area Street Reconstructions, Improvement Project No. 23-06

Sponsors: Daniel Schluender, Director of Engineering

10. Development Business

- 10.1.** RES 24-160 Resolution Granting a Variance to Store Semi-Trailers in a Portion of the Front Yard at 3701 85th Avenue NE. Old Dominion Freight Line (Case File No. 24-0046/EES)

Sponsors: Sheila Sellman, City Planner

- 10.2.** ORD 24-2559 Second Reading
Ordinance Granting an Amendment to the City of Blaine Zoning Ordinance to Modify the Storm Shelter Requirement in the Manufactured Home (R-4) Zoning District to Match State Rules. Park of Four Seasons (Lakeshore Management) (Case File No. 23-0074/EES)

Sponsors: Sheila Sellman, City Planner

- 10.3.** RES 24-162 Resolution Approving a Preliminary Manufactured Home Park Plan to Add Eight Additional Lots in an Existing Manufactured Home Park at 50 113th Avenue NE. Park of Four Seasons (Case File No. 23-0074/EES)

Sponsors: Sheila Sellman, City Planner

- 10.4.** RES 24-171 Resolution Granting a One Year 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
- 10.5.** ORD 24-2558 Second Reading
Ordinance Approving a Rezoning from Medium Density Multifamily (R-3B) to Low Density Multi-Family (R-3A) at 10001 Polk Street NE. City of Blaine (Case File No. 24-0048/EJT)
Sponsors: Erik Thorvig, Community Development Director
- 10.6.** ORD 24-2561 Second Reading
Ordinance Approving a Rezoning from Light Industrial (I-1) to Low Density Multi-Family (R-3A) at 10041 Polk Street NE. City of Blaine (Case File No. 24-0048/EJT)
Sponsors: Erik Thorvig, Community Development Director
- 10.7.** ORD 24-2560 Second Reading
Ordinance Approving Amendments to Section 29.010 Farm Residential (FR) and Section 29.020 Residential Estate (RE) of the Zoning Ordinance, Adding Ground Mounted Solar Systems as Accessory Uses. City of Blaine (Case File No. 24-0047/SLK)
Sponsors: Sheila Sellman, City Planner
- 10.8.** RES 24-177 Resolution Amending the 105th Redevelopment Area Master Plan, Exhibit A.
Sponsors: Sheila Sellman, City Planner
- 10.9.** ORD 24-2566 First Reading
Ordinance Approving Amendments to the City of Blaine Zoning Code Section 30.90 - 105th Avenue Redevelopment District (RD). EB Blaine Development LLC (Case File No. 24-0054/SAS)
Sponsors: Sheila Sellman, City Planner

11. Administration

- 11.1.** ORD 24-2563 Second Reading
Amending Chapter 42 - Health and Sanitation, Article II. - Tobacco, Division 2. - License, Sec. 42-61. Generally.
Sponsors: Cathy Sorensen, City Clerk
- 11.2.** ORD 24-2564 Second Reading
Article II. Intoxicating Liquor and 3.2 Percent Malt Liquor, Sec. 6-33.

Definitions, Sec. 6-36. License Required; Number of Licenses, and Sec. 6-38. Kinds of Liquor Licenses.

Sponsors: Cathy Sorensen, City Clerk

- 11.3.** ORD 24-2556 Second Reading
Amending Chapter 82 - Traffic and Vehicles, Article I. - In General, Article IV. - Stopping, Standing, and Parking, Adding Sec. 82-157 Median Safety
Sponsors: Brian Podany, Safety Services Manager/Police Chief

- 11.4.** RES 24-173 Resolution Approving the 105th Avenue Master Development Agreement
Sponsors: Erik Thorvig, Community Development Director

- 11.5.** ORD 24-2565 First Reading
Ordinance Approving the Sale of 2043 105th Avenue NE
Sponsors: Erik Thorvig, Community Development Director

- 11.6.** RES 24-180 Resolution Authorizing the Sale of General Obligation Improvement and Equipment Bonds, Series 2024B, Subject to Certain Parameters
Sponsors: Jason Zimmerman, Finance Director

- 11.7.** RES 24-181 Resolution Authorizing the Sale of Taxable General Obligation Temporary Tax Increment Bonds, Series 2024C, Subject to Certain Parameters
Sponsors: Jason Zimmerman, Finance Director

- 11.8.** RES 24-182 Resolution Authorizing the Sale of Taxable General Obligation Temporary Tax Abatement Bonds, Series 2024D, Subject to Certain Parameters
Sponsors: Jason Zimmerman, Finance Director

- 11.9.** RES 24-183 Resolution Authorizing the Sale of Taxable General Obligation Temporary Tax Abatement Bonds, Series 2024E, Subject to Certain Parameters
Sponsors: Jason Zimmerman, Finance Director

- 11.10.** RES 24-184 Resolution Adopting the Proposed 2025 City Property Tax Levy and Establishing the Date for the Truth-in-Taxation Meeting
Sponsors: Jason Zimmerman, Finance Director

12. Other Business

13. Adjournment

CITY OF BLAINE**SCHEDULE OF BILLS PAID****APPROVED ON 9/16/2024 FOR PAYMENTS THE WEEK OF 8/23/2024**

Vendor Name	Description	Amount
1ST AYD CORPORATION	Degreaser for Mechanic Shop	\$ 499.99
ACCESS	Data Storage	\$ 130.89
ALL AUTO GLASS LLC	Windshield; 1235	\$ 451.57
ALLEGRA PRINT & IMAGING	Night 2 unite flyers	\$ 699.10
AMAZON CAPITAL SERVICES	Monitor Stand Risers	\$ 28.21
AMAZON CAPITAL SERVICES	Power Probe; Mechanic Tool	\$ 146.60
AMAZON CAPITAL SERVICES	Wireless Keyboards and mouse	\$ 148.00
AMAZON CAPITAL SERVICES	Gloves for food serving	\$ 18.33
AMAZON CAPITAL SERVICES	PW Toner for Water Dept	\$ 37.99
AMAZON CAPITAL SERVICES	Network cable for PW	\$ 11.57
AMAZON CAPITAL SERVICES	Shop Supplies; Glue Accelerator	\$ 32.53
AMAZON CAPITAL SERVICES	Supplies for Playnet	\$ 25.38
AMAZON CAPITAL SERVICES	Gloves for food serving	\$ 9.65
AMAZON CAPITAL SERVICES	PW; Otter box/Protector/belt clips	\$ 300.66
AMERICAN ENVIRONMENTAL LLC	Storm Sewer Repair	\$ 3,450.00
ANOKA COUNTY SHERIFF'S OFFICE	County-wide SWAT team member	\$ 1,450.00
ANOKA COUNTY SHERIFF'S OFFICE	3M RPS for Outside Police Services	\$ 1,922.50
ANOKA COUNTY TREASURY DEPART	3M RPS for Outside Dispatch Services	\$ 3,427.53
ASPEN MILLS INC	Embroidery on clothing	\$ 65.80
ASPEN MILLS INC	Battery Stick for Stinger	\$ 25.95
ASPHALT SURFACE TECHNOLOGIES	FA2 material for Streets	\$ 433.87
BEAUDRY OIL & PROPANE	Fuel Delivery	\$ 12,590.39
BEAUDRY OIL & PROPANE	Fuel Delivery	\$ 9,095.85
BEAUDRY OIL & PROPANE	Fuel Delivery; Water	\$ 1,307.60
BIG DIPPER CREAMERY LLC	Ice Cream for Safety Camp	\$ 700.00
BLAINE LOCK & SAFE INC	Master Padlocks; Parks	\$ 230.40
BLAINE LOCK & SAFE INC	Padlocks for Aquatore Bandshell	\$ 72.30
BLAINE LOCK & SAFE INC	Lift Station Keys	\$ 84.00
BOUND TREE MEDICAL LLC	Medical Supplies	\$ 519.96
BOYER TRUCKS	Lights/Torque Arm; 1235	\$ 313.58
BROADWAY AWARDS INC	Recognition plaque	\$ 145.84
CAPITAL ONE TRADE CREDIT	Caster for Mechanics	\$ 37.98
CAPITAL REAL ESTATE	B23-00342, Chick-Fil-A	\$ 36,000.00
CAPITOL HILL ASSOICATES INC	Federal Lobbyist Services	\$ 4,500.00
CAPSTONE HOMES INC	Escrow Refund - 12714 Edison St NE	\$ 5,000.00
CENTERPOINT ENERGY	750 Cloverleaf Parkway	\$ 94.76
CENTERPOINT ENERGY MN	Permit Refund B24-02234	\$ 120.00

CENTRAL TURF & IRRIGATION	Herbicide for Streets	\$	778.69
CENTURYLINK	Telephone Service - PW	\$	73.78
CHAIN OF LAKES CHURCH	SP21-19, Chain of Lakes Church	\$	15,000.00
CINTAS CORPORATION	Uniform/Rug Rentals - PW	\$	424.75
CINTAS CORPORATION	MAYC - Mats/Rugs	\$	38.42
CITY OF ST PAUL	PDI Training Course	\$	600.00
CITY OF ST PAUL	PDI Training Course - K9	\$	1,200.00
COMCAST	Internet and Television - MAYC	\$	69.59
COMCAST	Public Works Internet Service	\$	201.47
COMMERS THE WATER COMPANY	Softener Salt for PW	\$	453.25
CONNEXUS ENERGY	10601 Nassau St NE	\$	14.50
CONNEXUS ENERGY	10601 Nassau St NE	\$	35.00
CONNEXUS ENERGY	10603 Nassau St NE	\$	35.00
CRYSTEEL TRUCK EQUIPMENT	F350 Build up #4632	\$	18,410.63
CRYSTEEL TRUCK EQUIPMENT	Hydro Tank 1235	\$	1,166.66
CUTTER SALES	Bearings; 1224-4	\$	28.84
D R HORTON INC	Escrow Refund - 13050 Erskin St NE	\$	4,900.00
DEGNAN DANIEL	Softball Umpire Fees	\$	1,573.00
DOUGLAS KERR UNDERGROUND	Pleasure Creek Area St Reconstruction	\$	564,012.13
DRESEL CONTRACTING INC	Southwest Area St Reconstruction	\$	175,784.83
DURAND CHRISTOPHER LAWRENCE	Softball Umpire Fees	\$	713.00
ECKBERG LAMMERS PC	Prosecution Fees	\$	22,685.75
ECKBERG LAMMERS PC	Employment Retainer - July 2024	\$	3,107.25
ECKBERG LAMMERS PC	Civil Legal Services - July 2024	\$	15,226.50
ECKBERG LAMMERS PC	Retainer fees - July 2024	\$	4,000.00
ECM PUBLISHERS INC	Public Hearing Notices	\$	134.37
ECOWATER	Permit Refund B24-03034	\$	60.00
EMERGENCY AUTOMOTIVE TECH	Upfit Equip for TZD Vehicle	\$	13,807.11
ETERNITY HOMES LLC	Escrow Refund - 13028 Marmon St NE	\$	4,800.00
FACTORY MOTOR PARTS COMPANY	Belts/Tank; PD Stock	\$	118.26
FACTORY MOTOR PARTS COMPANY	Batteries for 1235	\$	279.68
FACTORY MOTOR PARTS COMPANY	Batteries for PW stock	\$	723.56
FACTORY MOTOR PARTS COMPANY	Batteries; PW Stock	\$	306.24
FERGUSON WATERWORKS #2518	2024 Capital; B/O Tool for F350 #4628	\$	99.97
FERGUSON WATERWORKS #2518	Hydrant Diffuser	\$	165.59
FERGUSON WATERWORKS #2518	Hydrant repair parts; Water	\$	140.06
FERGUSON WATERWORKS #2518	Hydrant repair parts; Water	\$	1,400.60
FERGUSON WATERWORKS #2518	Swivel Pin; WTP 1	\$	158.37
FERGUSON WATERWORKS #2518	Coupling/Brass Nipple; WTP 1	\$	60.72
FERGUSON WATERWORKS #2518	Tools/Supplies for F350 #4630	\$	89.23
FLAGSHIP RECREATION	Fiber for playgrounds	\$	5,285.71
FLAGSHIP RECREATION	Install Playground Equipment	\$	24,492.54
FLAGSHIP RECREATION	Memorial Bench at Pioneer Park	\$	2,183.00
FRIENDLY CHEVROLET INC	Pads/Rotors for PD Stock	\$	1,866.56

FRIENDLY CHEVROLET INC	Wiper Blades - PD Stock	\$	23.81
GALLS LLC	clothing and uniforms	\$	90.00
GALLS LLC	clothing and uniforms	\$	84.45
GIMPL TAMMY	Kennel Services	\$	350.00
GIMPL TAMMY	Kennel Services	\$	350.00
HANSON SPORTS LLC	Summer Sports Camps	\$	1,063.35
HAWKINS INC	Water Treatment Chemicals	\$	11,245.00
HAWKINS INC	WTP 3 Gas feed Equip	\$	2,209.80
HAWKINS INC	Water Treatment Chemicals	\$	14,310.40
HENNING PROFESSIONAL SERVICES	Right-of-Way Acquisition Services	\$	3,664.46
HOLIDAY COMPANIES	Car Washes - PD	\$	850.00
HOLIDAY COMPANIES	Car Washes - Comm. Stds.	\$	40.00
HOSE PROS LLC	Hoses for gate valve trailer 4504	\$	1,452.40
IMPACT PROVEN SOLUTIONS	UTILITY BILLING INVOICE PRINTING	\$	5,172.81
INNOVATIVE OFFICE SOLUTIONS	Stand Up Desks - Inspections	\$	2,974.00
INNOVATIVE OFFICE SOLUTIONS	Standup Desk - Robinson	\$	1,300.00
JOHNSON VICKIE	Park/Rec Refund	\$	100.00
LANDBRIDGE ECOLOGICAL	BMP & Mitigation Maintenance	\$	3,262.50
LANG MELISSA	Park/Rec Refund	\$	17.25
LANGUAGE LINE SERVICES INC	Language Translation Services	\$	602.63
LENNAR	Escrow Refund - 3605 110th Ln NE	\$	4,900.00
LENNAR	Escrow Refund - 3631 110th Ln NE	\$	7,300.00
LENNAR	Escrow Refund - 10985 Okinawa St NE	\$	4,900.00
LENNAR	Escrow Refund - 3541 110th Ln NE	\$	4,900.00
LENNAR	Escrow Refund - 3641 110th Ln NE	\$	7,300.00
LENNAR	Escrow Refund - 11010 Okinawa St NE	\$	5,000.00
LENNAR	Escrow Refund - 11045 Okinawa St NE	\$	4,900.00
LENNAR	Escrow Refund - 3465 110th Ln NE	\$	4,900.00
LOCKRIDGE GRINDAL NAUEN PLLP	State Lobbyist Services	\$	3,166.66
LRS PORTABLES OF MINNESOTA	Credit	\$	(70.00)
LRS PORTABLES OF MINNESOTA	Satellite Rental - Parks	\$	9,607.50
M/I HOMES	Escrow Refund - 1108 112th Ln NE	\$	4,800.00
MANAGED SERVICES INC	CH janitorial August	\$	4,418.00
MARSDEN CENTRAL LLC	PW August janitorial services	\$	2,476.38
MARTIN MARIETTA MATERIALS	Patching Material for Storm Water	\$	152.86
MARTIN MARIETTA MATERIALS	Patching Material for Streets	\$	73.01
MARTIN MARIETTA MATERIALS	Patching Material for Streets	\$	1,387.91
MENARDS - BLAINE	Skimmer Project RCWD	\$	405.01
MENARDS - BLAINE	Skimmer Project RCWD	\$	120.03
MENARDS - BLAINE	Skimmer Project RCWD	\$	114.05
MENARDS - BLAINE	Credit	\$	(7.59)
MENARDS - BLAINE	Skimmer Project RCWD	\$	511.70
MENARDS - BLAINE	batteries, cleaner	\$	84.87
MENARDS - BLAINE	Weldable Flat Steel; 2445	\$	39.99

MENARDS - BLAINE	PW Cleaning Supplies; soap	\$	119.78
MENARDS - BLAINE	PW plumbing drain	\$	162.22
MENARDS - BLAINE	PW plumbing drain	\$	2.69
METRO SALES INCORPORATED	Copier Maintenance and Support	\$	785.04
METRO-INET	Internet Support Services	\$	2,942.00
METROPOLITAN COUNCIL	MCES 2024 Wastewater Services	\$	456,606.67
METROPOLITAN COUNCIL	July 2024 SAC	\$	127,927.80
MIDWAY FORD COMPANY	Solenoid/Pigtail; 5254	\$	63.36
MIDWAY FORD COMPANY	Wiper Blades; 4502	\$	70.00
MIDWAY FORD COMPANY	Solenoid/Pigtail; 5254	\$	54.78
MIDWAY FORD COMPANY	Hose; 5300	\$	111.10
MIDWAY FORD COMPANY	Valve; 5300	\$	101.97
MIDWAY FORD COMPANY	Credit	\$	(195.12)
MINNESOTA OCCUPATIONAL HEALTH	Pre employment testing	\$	1,599.00
MINNESOTA SECRETARY OF STATE - NOTARY	Notary Renewal - Cathy Sorensen	\$	120.00
MINNESOTA VALLEY TESTING LABS #2778	Water testing at Lakeside Park	\$	76.00
MINUTE MAKER SECRETARIAL	Council Minutes	\$	430.75
MINUTE MAKER SECRETARIAL	PARK BOARD MINUTES	\$	206.50
MN DEPT OF LABOR AND INDUSTRY	July 2024 State Surcharge	\$	8,004.15
MTI DISTRIBUTING INC	Wheel for 2411	\$	352.93
NORTHERN SANITARY SUPPLY CO INC	PW Supplies	\$	699.11
NORTHERN SANITARY SUPPLY CO INC	Liners/deodorant; Park buildings	\$	4,712.20
NORTHERN SANITARY SUPPLY CO INC	Bath Tissue; Park buildings	\$	405.90
NR PROPERTIES INC	Escrow Refund - 2127 120th Ln NE	\$	5,000.00
OFFICE OF MNIT SERVICES	Telephone and Internet Services	\$	586.68
OPENGOV INC	Expenses for OpenGov	\$	1,023.57
O'REILLY AUTOMOTIVE INC	Filters for PW Stock	\$	48.32
O'REILLY AUTOMOTIVE INC	Undercoat/Hose; PW Stock	\$	275.28
O'REILLY AUTOMOTIVE INC	Undercoat/Hose; PW Stock	\$	80.20
O'REILLY AUTOMOTIVE INC	Coils/Plugs; 4502	\$	143.22
O'REILLY AUTOMOTIVE INC	Credit	\$	(119.99)
O'REILLY AUTOMOTIVE INC	Brake/Pads; PD, Adapter; PW	\$	19.98
O'REILLY AUTOMOTIVE INC	Coils/Plugs; 4502	\$	331.56
O'REILLY AUTOMOTIVE INC	Brake/Pads; PD	\$	139.99
O'REILLY AUTOMOTIVE INC	Fuel Pump/Tank straps; 1222	\$	204.45
O'REILLY AUTOMOTIVE INC	Tire Plug Kit/Plugs; Mechanic Tools	\$	76.57
O'REILLY AUTOMOTIVE INC	Fuel Filler Neck: 1222	\$	123.82
O'REILLY AUTOMOTIVE INC	Steering Shaft/Handle; 4466	\$	112.14
O'REILLY AUTOMOTIVE INC	Air filters; PW Stock	\$	40.35
PARK CONSTRUCTION COMPANY	SE Area Street Reconstruction	\$	170,861.02
PARK CONSTRUCTION COMPANY	NW Area Street Reconstruction	\$	203,761.79
PAULSON CONSTRUCTION	Escrow Refund - 2517 110th Ct NE	\$	4,900.00
PAULSON CONSTRUCTION	Escrow Refund - 2513 110th Ct NE	\$	4,900.00
PLAISTED COMPANIES INC	Black Dirt/Class 5/Sand; WM Breaks	\$	3,368.73

PLAISTED COMPANIES INC	Black Dirt/Class 5/Rock	\$	4,909.97
PRAIRIE RESTORATIONS INC	Monarch Pond Management	\$	1,200.00
PRINT CENTRAL	Business Cards	\$	39.00
PRINT CENTRAL	Council Chamber Nameplate	\$	53.17
PRINT CENTRAL	Business Cards - Allen Jorgensen	\$	95.00
PRO-TEC DESIGN INC	HID mobile credentials annual	\$	2,247.20
RESPEC	MapFeeder/Fulcrum subscription	\$	2,300.00
RIDGEWAY & ASSOCIATES	Mental Wellness Program	\$	1,670.00
STREICHER'S	holsters	\$	169.98
SUBURBAN TIRE WHOLESALE INC	Tires for PW Stock	\$	2,822.80
SUBURBAN TIRE WHOLESALE INC	Tires for 3399	\$	517.56
SUBURBAN TIRE WHOLESALE INC	Tires for PD 5222	\$	259.50
TJO TX-MN	SP07-30, Blaine Mini Storage	\$	27,237.50
TKDA AND ASSOCIATES INC	TH65 Access Improvements	\$	44,848.54
TOLL GAS & WELDING SUPPLY	Welding Bay Supplies	\$	156.81
TRI-STATE BOBCAT INC	Plates/Bearing; 1224-4 Brush Cat	\$	158.44
TRI-STATE BOBCAT INC	Brush cutter/Water tank/CutQ; Storm	\$	4,567.00
TRI-STATE BOBCAT INC	Cabin Filters; Stock	\$	68.32
TWIN CITIES FANTASY FACTORY LLC	Stunt show for Bike Rodeo	\$	3,000.00
TWIN CITIES TRANSPORT & RECOVERY INC	Tow for Squad 5311	\$	125.00
VERIZON WIRELESS	Telephone Service	\$	80.02
VERTEX UNMANNED SOLUTIONS LLC	Drone, Battery, Classes	\$	5,044.00
VOLUNTEERS OF AMERICA	Cook Supplemental Wages	\$	121.70
WALTERS RECYCLING & REFUSE INC	Organics Collection	\$	150.00
WALTERS RECYCLING & REFUSE INC	Walters Refuse and Recycling Fees	\$	481,167.30
		\$	2,675,621.95

CITY OF BLAINE

**SUBSET OF PAYMENTS BETWEEN \$20,000 AND \$50,000 FROM THE SCHEDULE OF BILLS PAID
APPROVED ON 9/16/2024 FOR PAYMENTS THE WEEK OF 8/23/2024**

Vendor Name	Description	Amount
ECKBERG LAMMERS PC	Prosecution Fees	\$ 22,685.75
FLAGSHIP RECREATION	Install Playground Equipment	\$ 24,492.54
TJO TX-MN	SP07-30, Blaine Mini Storage	\$ 27,237.50
CAPITAL REAL ESTATE	B23-00342, Chick-Fil-A	\$ 36,000.00
TKDA AND ASSOCIATES INC	TH65 Access Improvements	\$ 44,848.54

CITY OF BLAINE**SCHEDULE OF BILLS PAID****APPROVED ON 9/16/2024 FOR PAYMENTS THE WEEK OF 8/30/2024**

Vendor Name	Description	Amount
ABC SIGN & GRAPHIC INC	Dog waste Signs; Parks	\$ 562.50
ACME TOOLS	Tools for Water	\$ 158.00
ALL APPLIANCE DISPOSAL	Disposal Fees; Appliances	\$ 40.00
AMAZON CAPITAL SERVICES	Gifts for volunteers for Little School	\$ 97.00
AMAZON CAPITAL SERVICES	Adhesive Name Badges for Elections	\$ 75.49
AMAZON CAPITAL SERVICES	Angle Grinder for Mech Shop	\$ 329.99
AMAZON CAPITAL SERVICES	Wireless Keyboard and Mouse	\$ 78.70
AMAZON CAPITAL SERVICES	Patrol firearm accessories	\$ 1,615.45
AMAZON CAPITAL SERVICES	Sight savers, fat ivan, batteries, toner	\$ 280.64
AMAZON CAPITAL SERVICES	Chargers/Connectors; PW Stock	\$ 323.80
AMAZON CAPITAL SERVICES	Credit	\$ (17.96)
AMAZON CAPITAL SERVICES	2025 Desk Calendars/Planners MAYC	\$ 82.59
AMAZON CAPITAL SERVICES	Sports equipment	\$ 289.12
AMAZON CAPITAL SERVICES	Headset-Receptionist	\$ 26.99
AMAZON CAPITAL SERVICES	Green copy paper for PD time cards	\$ 20.82
AMAZON CAPITAL SERVICES	Healthy Families Training Literature	\$ 94.43
ANOKA COUNTY LICENSE BUREAU	Tab Renewal - PD	\$ 32.50
ANOKA COUNTY LICENSE BUREAU	New Registration - PD	\$ 1,721.00
ANOKA HENNEPIN COMMUNITY ED	room rental for Little School	\$ 750.00
ASPEN MILLS INC	Uniform Supplies-PD	\$ 48.95
ASPEN MILLS INC	Uniform Supplies-PD	\$ 48.95
ASPEN MILLS INC	Uniform Supplies-PD	\$ 48.95
ASPEN MILLS INC	Uniform Supplies-PD	\$ 48.95
ASPEN MILLS INC	Uniform Supplies-PD	\$ 48.95
AT&T MOBILITY	Bait trailer data service	\$ 66.96
AUTOWASH SYSTEMS INC	Car Wash Chemicals & Check	\$ 1,312.30
AXON ENTERPRISES INC	clothing and uniforms	\$ 1,139.50
AXON ENTERPRISES INC	taser holster	\$ 83.20
BARR ENGINEERING COMPANY	WTP1 underdrain Design	\$ 5,397.50
BAUER BUILT INC	Tire Installation; 2419	\$ 447.20
BIO-TEC EMERGENCY SERVICES	Decontamination of Squad 5319	\$ 150.00
BLAINE AREA PET HOSPITAL PA	Vet services for K9 Vinny	\$ 153.90
BLAINE BROTHERS INC	Taillight Module; 1235	\$ 98.14
BLAINE BROTHERS INC	CREDIT	\$ (49.07)
BLAINE BROTHERS INC	Signal lamp for 1235	\$ 75.46
BLAINE LOCK & SAFE INC	Patrol keys	\$ 3.75
BLAINE SQUARE II LLC	SP22-09, Blaine Square 3rd	\$ 20,000.00

BOLTON & MENK INC	PFAS Advertisement	\$ 6,006.00
BOOSHIE INC	Park & Rec Refund	\$ 190.00
BRAUN INTERTEC CORPORATION	SW Area Reconstruction	\$ 2,995.00
CARR'S TREE SERVICE INC	Hazardous Tree Removal	\$ 3,200.00
CARR'S TREE SERVICE INC	Pioneer Park Storm Damage	\$ 3,450.00
CENTRAL TURF & IRRIGATION	Irrigation supplies; Stock	\$ 1,167.34
CENTURYLINK	Telephone Service	\$ 127.36
CINTAS CORPORATION	CH Mats/Rugs	\$ 205.47
CINTAS CORPORATION	Uniform/Rug Rentals - PW	\$ 188.37
CINTAS CORPORATION	MAYC - Mats/Rugs	\$ 38.42
COMCAST	Fiber Internet Service	\$ 1,380.00
CONNEXUS ENERGY	July 2024 Electric	\$ 68,316.96
CORE & MAIN LP	Resale - Meter wire	\$ 3,951.49
COREMARK METALS	Tank for Paint	\$ 329.89
CREATIVE HOMES INC	Escrow Refund - 13260 Kissel St NE	\$ 4,900.00
CRYSTEEL TRUCK EQUIPMENT	F350 Build-up, Storm #4634	\$ 36,089.11
D R HORTON INC	Escrow Refund - 13124 National St NE	\$ 7,400.00
D R HORTON INC	Escrow Refund - 13134 National St NE	\$ 4,900.00
D R HORTON INC	Escrow Refund - 13144 National St NE	\$ 7,400.00
D R HORTON INC	Escrow Refund - 13039 Erskin St NE	\$ 4,900.00
D R HORTON INC	Escrow Refund - 13073 Erskin St NE	\$ 4,800.00
DELMORAL EDITH	Demo Refund - 721 113th Avenue NE	\$ 2,000.00
DODGE OF BURNSVILLE	Dodge Durango Patrol Vehicle	\$ 42,577.00
DODGE OF BURNSVILLE	Dodge Durango Patrol Vehicles	\$ 42,577.00
ECM PUBLISHERS INC	Public Hearing Notices	\$ 75.25
ECM PUBLISHERS INC	2023 TIF Annual Disclosure	\$ 338.62
FACTORY MOTOR PARTS COMPANY	Battery for 2295	\$ 99.22
FACTORY MOTOR PARTS COMPANY	Filters; 5311	\$ 109.42
FASTENAL COMPANY	Hydrant Maint Parts	\$ 212.45
FASTENAL COMPANY	Hydrant Maint Parts	\$ 212.45
FERGUSON ENTERPRISES LLC #3325	Tools/Supplies for F350 #4628	\$ 2,760.58
FERGUSON WATERWORKS #2518	Hydrant Parts; Water	\$ 466.24
FISERV	July FISERV Payment	\$ 179.84
FRIENDLY CHEVROLET INC	Rotors for PD Stock	\$ 270.08
FRIENDLY CHEVROLET INC	Rear Diff Fluid/Oil; PD	\$ 215.82
FUN EXPRESS LLC	supplies for Playnet	\$ 1,279.40
GROUP HEALTH NON-PATIENT A/R	Wellness Program Non-Member	\$ 231.00
GROUP HEALTH NON-PATIENT A/R	EAP benefits	\$ 237.00
HANSON SPORTS LLC	Summer Sports Camps	\$ 3,807.70
HERITAGE LANDSCAPE SUPPLY	Weed Spray Streets	\$ 306.32
INFRASERVICES	Sprint Tower #1-Escrow Release	\$ 171.00
INSIGHT PUBLIC SECTOR INC	Computer/Monitor for Sign Shop	\$ 1,680.58
ISOM HARLAN G	Softball Umpire Fees	\$ 496.00
IUOE LOCAL 49 FRINGE BENEFIT	July Union Apprenticeship Fund	\$ 701.60

LALONE MIKE	Well Replacement Reimbursement	\$ 23,766.50
LAWSON PRODUCTS INC	Mechanic shop supplies	\$ 770.41
LAWSON PRODUCTS INC	Mechanic shop supplies	\$ 21.75
LAWSON PRODUCTS INC	Locate Paint: Sewer	\$ 319.20
LENNAR	Escrow Refund - 12861 Isetta Ct NE	\$ 4,800.00
LENNAR	Escrow Refund - 12895 Isetta Ct NE	\$ 4,900.00
LENNAR	Escrow Refund - 3472 110th Ln NE	\$ 4,800.00
LIFESTYLE LANDSCAPES LLC	City Hall/Tom Ryan Park mowing	\$ 2,025.65
MACQUEEN EQUIPMENT INC	Electric Motor; 4466	\$ 676.56
MARTIN MARIETTA MATERIALS	Patching Material for Streets	\$ 1,095.87
MARTIN MARIETTA MATERIALS	Patching Material for Streets	\$ 2,521.07
MARTIN MARIETTA MATERIALS	Patching Material for Streets	\$ 1,251.02
MC TOOL & SAFETY SALES	PW Safety Glasses/Gloves	\$ 778.87
MENARDS - BLAINE	Mechanic shop supplies	\$ 136.71
MENARDS - BLAINE	PW; Chlorine tablets/Bee Wasp Killer	\$ 169.59
MENARDS - BLAINE	WTP 4 building maintenance Supplies	\$ 92.26
MENARDS - BLAINE	Paint/Painting supplies; Parks	\$ 62.14
MENARDS - BLAINE	PW Plywood/Pipe fittings; Parks	\$ 204.63
MENARDS - BLAINE	WTP Plant repair supplies	\$ 114.71
METRO SALES INCORPORATED	Copier Maintenance and Support	\$ 743.83
METTLER-TOLEDO INC	Scale contract	\$ 544.50
MICKMAN BROTHERS INC	Median Maintenance	\$ 2,921.90
MICKMAN BROTHERS INC	Median Maintenance	\$ 2,157.14
MICKMAN BROTHERS INC	109th/105th Weed Control	\$ 1,335.71
MIDWAY FORD COMPANY	Sensor; 3393	\$ 62.70
MINNEAPOLIS OXYGEN COMPANY	Oxygen Cylinders for PD	\$ 175.34
MINNESOTA EQUIPMENT - HAM LK	Headlamp Asm: 2396	\$ 264.96
MINNESOTA EQUIPMENT - ISANTI	Beacons/Filters; PW Stock	\$ 199.34
MINNESOTA MUNICIPAL UTILITIES	Tree Trim Training; Streets	\$ 1,350.00
MINUTE MAKER SECRETARIAL	Council Minutes	\$ 287.75
MTI DISTRIBUTING INC	Toro 5910 16 Ft Mower #2445	\$ 157,954.60
MTI DISTRIBUTING INC	Baffle for 2417	\$ 160.35
MTI DISTRIBUTING INC	Wheels for 2400	\$ 1,216.64
NETIKUS.NET LTD	Event Sentry Support Maintenance	\$ 1,026.80
NORTHERN SANITARY SUPPLY	Floor Cleaning pads; Water	\$ 94.05
O'REILLY AUTOMOTIVE INC	Filter for PW Stock	\$ 143.07
O'REILLY AUTOMOTIVE INC	Coils/Plugs; 4494, Compass; 5327	\$ 312.24
O'REILLY AUTOMOTIVE INC	Coils/Plugs; 4494, Compass; 5327	\$ 16.99
O'REILLY AUTOMOTIVE INC	Fuel Filter for 1288	\$ 77.85
PAULSON CONSTRUCTION	Escrow Refund - 2561 110th Ct NE	\$ 5,000.00
PIONEER CYCLE	Repairs to Police Bicycle	\$ 110.99
PLANT & FLANGED EQUIPMENT CO	WTP 1 system repair parts	\$ 388.35
PRECISION LAND & TREE CLEARING	Playground chips; Parks	\$ 4,810.00
PREMIER GRAPHIC SOLUTIONS LLC	Cutting Plotter; Sign Shop	\$ 8,323.75

PRINT CENTRAL	Envelopes	\$ 1,214.87
PRINT CENTRAL	PW Window Envelopes; Water	\$ 345.13
SHORT ELLIOTT HENDRICKSON INC	Pleasure Creek, I/P 24-06	\$ 60,456.24
SHORT ELLIOTT HENDRICKSON INC	Street Rehab Project	\$ 3,490.50
SUBURBAN TIRE WHOLESALE INC	Tires for 1318	\$ 252.46
SUBURBAN TIRE WHOLESALE INC	Tires for 5220	\$ 282.72
SURPLUS SERVICES	Sign Shop Chair	\$ 15.00
TENVOORDE FORD INC	Police F150 Responder	\$ 46,406.04
TRI-STATE BOBCAT INC	Credit	\$ (60.01)
TRI-STATE BOBCAT INC	Belt, Weed whip String	\$ 133.89
TWIN CITIES TRANSPORT	PW Towing of 1222	\$ 150.00
ULINE	Dry Erase Board/Glasses/Gloves; PW	\$ 773.51
USA BLUEBOOK (#657220)	Eyewash bottles/Chlorine Reagent set	\$ 2,300.39
VIKING ELECTRIC SUPPLY LLC	Fuse for WTP	\$ 23.62
VIKING ELECTRIC SUPPLY LLC	Credit	\$ (23.62)
VIKING ELECTRIC SUPPLY LLC	Bulbs	\$ 420.00
VOLUNTEERS OF AMERICA	Cook Supplemental Wages	\$ 115.21
VOLUNTEERS OF AMERICA	Cook Supplemental Wages	\$ 139.32
WARGO NATURE CENTER	Stand up paddle board class	\$ 100.00
XCEL ENERGY	9191 Lincoln St NE	\$ 35.43
XCEL ENERGY	July 2024 Electric	\$ 44,636.97
ZIEGLER INC	Hydraulic System; 1219	\$ 821.08
		\$ 698,839.17

CITY OF BLAINE

**SUBSET OF PAYMENTS BETWEEN \$20,000 AND \$50,000 FROM THE SCHEDULE OF BILLS PAID
APPROVED ON 9/16/2024 FOR PAYMENTS THE WEEK OF 8/30/2024**

Vendor Name	Description	Amount
BLAINE SQUARE II LLC	SP22-09, Blaine Square 3rd	\$ 20,000.00
LALONE MIKE	Well Replacement Reimbursement	\$ 23,766.50
CRYSTEEL TRUCK EQUIPMENT	F350 Build-up, Storm #4634	\$ 36,089.11
DODGE OF BURNSVILLE	Dodge Durango Patrol Vehicle	\$ 42,577.00
DODGE OF BURNSVILLE	Dodge Durango Patrol Vehicles	\$ 42,577.00
XCEL ENERGY	July 2024 Electric	\$ 44,636.97
TENVOORDE FORD INC	Police F150 Responder	\$ 46,406.04

PAYROLL CHECKS & WIRE TRANSFERS

MONTH: AUGUST 2024

PAYROLL CHECKS

<u>DATE</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
08/01/24	VENDOR CHECKS	CHECK # 79860-79864	\$5,327.92
08/01/24	EMPLOYEES	DIRECT DEPOSITS	\$800,230.82
08/15/24	VENDOR CHECKS	CHECK # 79865-79873	\$12,372.82
08/15/24	EMPLOYEES	DIRECT DEPOSITS	\$663,824.10
08/31/23	VENDOR CHECKS	CHECK # 79704	\$4,198.08
08/31/23	EMPLOYEES	DIRECT DEPOSITS	\$645,043.95

WIRE TRANSFERS

<u>DATE</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
08/01/24	STATE OF MINNESOTA	PAYROLL TAXES	\$57,630.71
08/01/24	I.R.S.	PAYROLL TAXES	\$252,861.57
08/01/24	P.E.R.A.		\$238,347.75
08/01/24	USCM & US BANK	DEFERRED COMP & H.S.A	\$67,205.24
08/20/24	STATE OF MINNESOTA	JULY SALES TAX	\$56,102.00
08/20/24	21st CENTURY	CREDIT CARDS	\$40,373.16
08/15/24	STATE OF MINNESOTA	PAYROLL TAXES	\$43,868.26
08/15/24	I.R.S.	PAYROLL TAXES	\$202,195.48
08/15/24	P.E.R.A.		\$186,037.85
08/15/24	USCM & US BANK	DEFERRED COMP & H.S.A	\$63,631.08
08/31/23	STATE OF MINNESOTA	PAYROLL TAXES	\$41,912.12
08/31/23	I.R.S.	PAYROLL TAXES	\$191,257.11
08/31/23	P.E.R.A.		\$186,254.84
08/31/23	USCM & US BANK	DEFERRED COMP & H.S.A	\$40,486.59

TOTAL \$3,799,161.45



City of Blaine

City Council Workshop

September 4, 2024 | 5:30 PM
Blaine City Hall
10801 Town Square Drive NE
Blaine, MN 55449

MINUTES

NOTICE OF WORKSHOP MEETING

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

1. Call to Order

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

2. Roll Call

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

ABSENT: None.

Quorum Present.

ALSO PRESENT: City Manager Michelle Wolfe; Community Development Director Erik Thorvig; City Planner Sheila Sellman; Director of Administrative Services Scott Johnson; Finance Analyst Nikki Beckers; Public Works Director Nick Fleishhacker; Safety Services Director/Police Chief Brian Podany; Police Captain Joe Gerhard; Police Sergeant Brad Nordby; Patrol Officer Jackie Wagner; Finance Director Jason Zimmerman; Director of Engineering Dan Schluender; City Attorney Tom Loonan; and City Clerk Catherine Sorensen.

3. New Business

- 3.1.** 2024-371 Discuss EDA Owned Properties in the Northtown Area
Sponsors: Erik Thorvig, Community Development Director

Community Development Director Thorvig stated the Blaine Economic Development Authority owns several properties in the Northtown area. They include the properties at 255 89th Avenue, 9011/9021 University Avenue and 20 90th Lane, and 8550 Van Buren

Street. Staff provided historical information on each of these properties and asked what the next steps should be for these properties. Staff asked if there was consensus to market these properties for sale.

Councilmember Robertson asked if the property at 255 89th Avenue was originally to be used by the city for a stormwater pond. Mr. Thorvig indicated this property could not be used for storm ponding because it was higher than the surrounding properties.

Councilmember Robertson indicated she could support the sale of the property at 255 89th Avenue for a single family home but noted the new home would have a hard time fitting into the surrounding residential homes. She suggested restrictions be put in place to ensure the new home did not become rental.

Councilmember Newland stated he supported having a single family home on the 255 89th Avenue property as well.

Councilmember Larson asked how much the EDA paid for this property. Mr. Thorvig explained the city spent \$180,000 when the property was purchased. He noted the property was originally zoned commercial.

Councilmember Saroya questioned if the neighbors had been contacted to see what their thoughts were. Mr. Thorvig indicated the city has not spoken to the neighbors to date.

Councilmember Robertson supported the city having building restrictions in place to ensure the new home matched and fit with the surrounding homes.

Councilmember Massoglia inquired if there were any plans to expand Highway 10 in this area of the city.

Mayor Sanders reported the Northtown Redevelopment plan would actually shrink Highway 10 over time.

Mr. Thorvig indicated he could explore the sale of the property at 255 89th Avenue and noted he would speak to some residential builders in the community to see if there was any interest in this property. He then discussed the feedback staff received from the neighborhood meeting that was held regarding the old Kmart building.

Councilmember Newland stated he appreciated the attendance and comments that were received at the neighborhood meeting. He indicated the neighbors were interested in improving this site with a development that was well suited to the neighborhood. He commented on how it would be challenging to have retail on this property because it would force more traffic onto the neighboring streets. He stated the neighbors may have more interest in townhomes or other residential development on this site.

Councilmember Saroya thanked staff for hosting this neighborhood meeting. She believed the neighbors greatly appreciated having an opportunity to voice their opinions regarding the future of this property. She indicated she supported the idea of a community center on this property and asked what amenities the city was missing at this time. Mr. Thorvig stated an indoor playground and basketball space were missing at this time. He explained a private

entrepreneur may see an opportunity to provide an indoor playground on this site.

Councilmember Massoglia commented there would be a lot of momentum in this area once the Northtown Area begins to redevelopment. He stated the city may want to wait to see how this area begins to evolve, but noted he did support placing this property on the market to see if the city receives any responses. Mr. Thorvig reported there has been a townhome developer looking at this site.

Councilmember Larson stated she supported this site having townhomes through the local developer because he constructs a very nice product. She recommended the local developer be invited to attend a future workshop meeting to discuss his plans in further detail with the council.

Councilmember Saroya indicated there were concerns from the neighbors regarding the height of townhomes. Mr. Thorvig explained a single level villa townhome may be an option.

Council consensus was to move forward as proposed by marketing the properties for sale.

3.2. 2024-382 2025 Budget - General Fund Budget and City/EDA Property Tax Levy
 Sponsors: Jason Zimmerman, Finance Director

Finance Director Zimmerman stated on August 19, staff presented the initial General Fund budget and preliminary city-based levy options, which included funding for capital improvements and debt service. This first formal workshop regarding the 2025 operating budgets and property tax levy was intended to begin the annual process of aligning City Council priorities with financial resources to provide property owners, residents, and visitors with quality city services at a responsible tax level. While this discussion was very preliminary, with many assumptions, it set expectations for staff to ensure the budgetary process aligns with Council goals and the City's strategic plan. In continuation of the August 19 workshop, staff will briefly review the general direction provided by the Council for the preliminary 2025 city-based tax levy and introduce the Economic Development Authority (EDA) budget and levy-scenarios.

Mr. Zimmerman explained because this document is being prepared in August, many assumptions continue to be made based on trends in prior years' financial performance. Several factors may impact the final budget, including legislative changes, state mandates, economic shifts, and union negotiations. Assessed values for taxes payable 2025 are not final, but estimated figures have been provided by the Anoka and Ramsey County Property Tax Departments for preliminary tax calculations. Additionally, updated metro-wide fiscal disparity information isn't anticipated until sometime in late August or early September, so staff utilized preliminary figures.

Mr. Thorvig provided historical information on Blaine's HRA, EDA, and primary powers of an EDA and services.

Mr. Zimmerman reported another council workshop is scheduled for September 9 to

address any outstanding questions and prepare for adoption of the 2025 preliminary levy, which will come before the council on September 16. Staff reviewed the city-based budget, tax levy scenarios, along with the EDA levy in further detail with the council, described how the median value homeowner would be impacted and requested direction on how to proceed.

Councilmember Robertson asked how many dollars were set aside for the fire suppression grant. Mr. Thorvig stated when he started with the city nine years ago \$75,000 per year was set aside for this grant and noted \$25,000 per year was now being set aside. He commented this program was not as popular as it used to be.

Councilmember Larson indicated she supported Scenario 1 at this time.

Councilmember Robertson discussed how important it was for the city to have a strong commercial base.

Councilmember Newland stated the EDA was working out exactly like it was intended to spur development and control growth in the community and this was being seen within the 105th Area Redevelopment project. He agreed that the more the city could drive commercial and industrial development, the better it would be for Blaine residents. He indicated he supported Scenario 2 or 3.

Councilmember Massoglia commented he did not support Scenario 1 because the city would be running in a deficit. He explained he was concerned with the amount the city was spending on administrative fees each month. He supported staff taking a second look at this item.

Mayor Sanders stated the consensus of the council at the last workshop meeting was to support Scenario 3. He reiterated that this would be the max for the preliminary levy and the council could then work to make cuts between September and December.

Councilmember Fleming indicated she could support Scenario 2 or 3.

Councilmember Larson asked when the land within the 105th Area Redevelopment project would be sold. Mr. Thorvig explained there was a chance all of this land would be sold to the developer in 2024.

Council consensus was to move forward with Scenario 3 for the preliminary city levy and EDA levy for consideration on September 16.

3.3. 2024-352 Police Uniform Patch and Badge Update *Sponsors: Brian Podany, Safety Services Manager/Police Chief*

Safety Services Manager/Police Chief Podany, Sergeant Brad Nordby and Officer Jackie Wagner stated the police department's current badge and patch have been in place for almost 30 years. The current patch has the City Logo on it that is no longer in use and has been replaced. Additionally, the current badge has the old state seal for the State of

Minnesota on it. The recent public safety fund allocation has funding that is eligible to be used for a patch and badge replacement. A committee was formed made up of approximately 16 staff members from the police department, including both sworn and non-sworn members from all divisions across the police department, led by Captain Joe Gerhard. The committee met monthly to discuss and share ideas about what was important to them and what they felt most represents the department. Everyone had input discussing design elements, colors, graphics, shapes, and what makes the department unique. Several different options were created and discussed in further detail with the council.

Sergeant Nordby and Officer Wagner explained a law enforcement badge is a portrayal of position and authority. It represents the willingness to sacrifice one's safety to assist others. It is a way of identifying the officers' rank and their department. Different badge shapes have their own individual meanings. It's a symbol of pride and honor for those who take the oath of office to protect and serve their community. A law enforcement patch represents the officer's affiliation with their agency and their commitment to serving and protecting their community. They can also be a source of pride for officers. Patches can include symbols like badges, stars, eagles, and the scales of justice, which can represent different aspects of law enforcement. They can also include design elements like landmarks, mascots, attractions, and the department's core values that make the patch unique to the department. A lot of time, thought, and research was put into this project by committee members to reach a conclusion that everyone was proud of. They shared a presentation that summarized this process and the conclusions reached, along with the proposed future patch and badge.

Councilmember Larson explained she fully supported the new badge and patch. She questioned what funding would be used to cover the expense of this project. Police Chief Podany reported the department received funding from the state and this funding would be used for the new patches and badges.

Councilmember Robertson stated she believed the new patch looked great. She commended the police department for working together to create a patch and badge that was representative of the community and for bringing this item forward to the city council for consideration.

Councilmember Saroya indicated she especially liked the new patch. She asked if the new logo would be placed on the department vehicles. Police Chief Podany indicated the official city seal would remain the same on the squad cars.

Councilmember Saroya inquired how officers would be distinguished between officer, sergeant and detective. Police Chief Podany stated the new badges would have this distinction and officers would also have different collar brass depending on their position within the department.

Councilmember Newland stated the new badge and patch was very well done. He believed the end result was very clean.

Councilmember Fleming indicated the new patch design was very classy. She appreciated the fact the patch had red, white and blue. She commended the department for working together and for bringing unity to the new patch and badge designs.

Councilmember Massoglia commended the department for their efforts on the new badge and patch.

Mayor Sanders thanked Police Chief Podany and the entire committee for their great work on the new badge and patch designs.

Council consensus was to support formal consideration of the proposed police patch and badge for consideration at the September 16 council meeting.

4. Other Business

After a motion and second, council moved into closed session pursuant to 13D.05 Subd. 2(a)(3).

5. Adjournment

The workshop was adjourned at 7:15PM.



City of Blaine

City Council

September 4, 2024 | 7:00 PM
Blaine City Hall
10801 Town Square Drive NE
Blaine, MN 55449

MINUTES

1. Call to Order by the Mayor

The meeting was called to order at 7:00PM 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; City Planner Sheila Sellman; Director of Administrative Services Scott Johnson; Public Works Director Nick Fleishhacker; Safety Services Director/Police Chief Brian Podany; Finance Director Jason Zimmerman; Director of Engineering Dan Schluender; City Attorney Tom Loonan; and City Clerk Catherine Sorensen.

4. Awards - Presentations - Organizational Business

None.

5. Communications

Safety Services Director/Police Chief Podany stated all school resource officers are back in the schools and are looking forward to building relationships with Blaine students over the coming school year.

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 7:15PM.

Jim Bebeau, 4800 125th Ave NE, shared frustrations and concerns regarding the drainage easements on his property created by the city that have ruined his trees and property. He invited the city councilmembers to walk his property in order to better understand his ongoing water issues that were created by the city.

Gary Schutta, 3801 85th Avenue NE, expressed concerns regarding Old Dominion Trucking that included odor and noise, both from the loading and unloading area as well as truck back up alarms. He stated it was not a good idea to have a business like this expanding next to a large number of residential homes.

Dr. Roger Day, 9701 Xebec Street NE, shared concerns regarding past meeting minutes that referred to his concerns that were destroying his livelihood, but felt it was more involved, explaining that the actions of the state were harming the public. He reported he had been working with the Blaine Police Department and shared additional comments regarding his continued progress.

Emily Keymon, 563 98th Avenue NE, discussed the recent fatality at the University Avenue/85th Avenue intersection and shared suggestions for a bike/pedestrian path. She urged the city to work with the state and county to address the safety at this intersection as quickly as possible. She wanted to ensure Blaine's biggest transit hubs and retail areas were safe for bikers and pedestrians.

Emily Anderson, Association for Non-Smokers of Minnesota, addressed the council and spoke against the proposed ordinance allowing for a cigar lounge in the 105th Avenue Redevelopment District. She strongly encouraged the city to deny the proposed ordinance amendment.

Angela Dany, 31 115th Lane NE, expressed concerns regarding the Park of Four Seasons and the lack of an adequate sized storm shelter at the park. She recommended the park be required to bring the storm shelter into compliance without the eight new homes.

There being no further input, Mayor Sanders closed the Open Forum at 7:36PM.

7. Adoption of Agenda

The agenda was adopted as presented.

8. Approval of Consent Agenda:

All items listed under the "Consent Agenda" are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a

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

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

Motion adopted unanimously.

- 8.1.** 2024-386 Schedule of Bills Paid
Sponsors: Jason Zimmerman, Finance Director
- 8.2.** 2024-388 Approval of Minutes
Sponsors: Cathy Sorensen, City Clerk
- 8.3.** 2024-328 Approve a Temporary Liquor License for the Chinese Community Center Festival of Asian Culture and Foods
Sponsors: Cathy Sorensen, City Clerk
- 8.4.** 2024-364 Authorizing the Acquisition of Permanent Easement consistent with State Law for the 2024 Southwest Area Street Reconstruction Project, Improvement Project Number 24-07
Sponsors: Daniel Schluender, Director of Engineering
- 8.5.** RES 24-168 Resolution to Receive Petition and Order Public Hearing for Vacation of a portion of a Drainage and Utility Easement, on the west side, Lot 2, Block 3, Radisson Industrial Park, according to the recorded plat thereof, Anoka County, Minnesota; Vacation No. V24-04
Sponsors: Daniel Schluender, Director of Engineering
- 8.6.** RES 24-169 Resolution Authorizing an Interfund Loan for Advance of Certain Costs in Connection with a Tax Increment Financing District and Declaring the Official Intent to Reimburse Certain Capital Expenditures of a Project from the Proceeds of Tax-Exempt Bonds.
Sponsors: Jason Zimmerman, Finance Director
- 8.7.** ORD 24-2562 Second Reading
Amending Chapter 38 - Fire Prevention and Protection, Article II. Minnesota State Fire Code, Sec. 38-33 Fire Protection Permits and Inspection Program; Fire Sprinkler Systems

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

- 9.1.** 2024-359 Consider approval of Wine and 3.2 Percent Malt Liquor On-Sale Licenses for 21 168. LLC dba bb.q Chicken, 9360 Baltimore Street NE, Suite 100, Blaine
Sponsors: Cathy Sorensen, City Clerk

City Clerk Sorensen stated Council has been asked to approve the wine and on-sale 3.2 beer licenses for bb.q Chicken located at 9360 Baltimore Street NE, Suite 100, to allow the ability to serve intoxicating spirits, beer and wine. A public hearing is required prior to the approval for liquor licenses. Jian Liu and Kin Lau, applicants, submitted the wine and 3.2 beer license applications. The applicants included the required license fees, forms and documents, and background investigations were conducted by the Blaine Police Department with no concerns found. The liquor licenses, if approved, would be active through June 30, 2025, and run concurrent with annual liquor license renewals. All required information will be submitted to the state's alcohol and gambling enforcement division upon approval of the licenses by the council.

Mayor Sanders opened the public hearing at 7:38PM.

There being no public input, Mayor Sanders closed the public hearing at 7:38PM.

Moved by Councilmember Robertson, seconded by Councilmember Newland, to approve a Wine and On-Sale 3.2 beer license for 21 168. LLC dba bb.q Chicken, 9360 Baltimore Street NE, Suite 100, Blaine, contingent upon meeting all licensing requirements as outlined by statute, code, building, and fire codes.

Motion adopted unanimously.

- 9.2.** RES 24-170 Resolution Adopting Assessment for 2023 Southeast Area Street Reconstructions, Improvement Project No. 23-08.
Sponsors: Daniel Schluender, Director of Engineering

Director of Engineering Schluender stated Improvement Project No. 23-08 was ordered by the City Council on December 19, 2022 with Resolution 22-208. A construction contract was awarded to Park Construction Company by the City Council on May 1, 2023 with Resolution No. 23-83 and construction was completed in the summer and fall of 2023. The total project cost indicated in the Feasibility Report was \$5,688,827.64. The Assessment Roll has been prepared consistent with the Feasibility Report. Of the total cost, the amount to be assessed is \$899,296.75. The Public Utility Funds will contribute \$285,941.43 for water and sanitary sewer improvements, and Pavement Management Program funds will contribute \$2,489,430.75. Please note that the final costs are less than the original report and the final assessments will also be less as a reflection of this difference.

Mayor Sanders opened the public hearing at 7:43PM.

Peggy Dehlen, 1008 Cord Street, clarified her assessment would now be \$1,800 and not \$3,200, as previously estimated. Mr. Schluender reported this was the case.

There being no additional public input, Mayor Sanders closed the public hearing at 7:45PM.

Moved by Councilmember Fleming, seconded by Councilmember Newland, to adopt a Resolution Adopting Assessments for 2023 Southeast Area Street Reconstructions, Improvement Project No. 23-08.

Councilmember Newland noted the interest rate for this project was 5.5%. He questioned if this interest rate fluctuated on a yearly basis. Mr. Schluender reported the interest rate is set by the finance department on a yearly basis.

Motion adopted unanimously.

10. Development Business

- 10.1.** RES 24-160 Resolution Granting a Variance to Store Semi-Trailers in a Portion of the Front Yard at 3701 85th Avenue NE. Old Dominion Freight Line (Case File No. 24-0046/EES)

Sponsors: Sheila Sellman, City Planner

City Planner Sellman stated the applicant is requesting a variance from the requirement that outdoor storage be limited to side and rear yards to allow for front yard storage of semi trailers. The Planning Commission recommends approval of storage in the portion of the front yard that is at least 190 feet north of the southern property line, which has historically been used for trailer storage. She commented on the noise studies that were conducted by city staff and noted the applicant was in compliance with MPCA noise standards. It was noted additional information was provided by the applicant following the Planning Commission meeting. Staff commented further on the options available to the council and reported the planning commission supported outdoor storage in Area A.

Moved by Councilmember Fleming, seconded by Councilmember Larson, to adopt a Resolution Granting a Variance to Store Semi-Trailers in a Portion of the Front Yard at 3701 85th Avenue NE.

Councilmember Newland stated he was not thrilled with this variance request. He discussed how this area of Blaine has changed over the years, noting the truck terminal has remained. He commented on how the city could work to mitigate the use from the neighboring residential properties. He explained if the variance were denied the truck terminal can continue because this was a legally operating business. He indicated he appreciated the discussion that was held by the planning commission regarding this planning case and noted he supported a 16 foot sound wall being installed. He noted he only supported outdoor storage in Area A.

Councilmember Robertson indicated she did not support the variance request either. She explained she watched the planning commission meeting and she appreciated the neighbors who were in attendance that voiced their concerns. She expressed concern with the public hearing notification process given the fact there were neighbors that were not notified of this request. She supported the city having more dialogue with the neighbors and not just the four or five residents that received a public hearing notice. She reported she did not support outdoor storage in any of these areas. She stated she would support denying the variance request in order to come back to the table to discuss with the applicant options that work for everyone, along with a potential sound wall.

Councilmember Saroya commented she was struggling with this request as well. She indicated she supported the sound wall, but she feared the sound wall would not address the smell and vibration concerns. She read an email she received from a resident where concerns were raised regarding the settlement and cracking of their home. She explained she did not believe it was fair for residents to have physical damage to their property because of an adjacent business. She did not support passing a variance that would cause further damage to the neighboring homes. She questioned where the city's strategic planning was and asked why a trucking terminal was allowed to be located adjacent to single family homes. She did not support the expansion of this business and reported she would be a no vote on this variance.

Councilmember Fleming discussed how this business would be expanding and while she supported businesses in the community, she was having a hard time supporting this variance. She expressed concern with the fact the business has been parking in this space for the past two years, even after being told not to. She indicated the business was now seeking a variance to allow them to park in these areas. She expressed concern with the fact the applicant may continue to park in these areas, even if the variance were denied. She supported going back to the drawing board in order to find common ground. She explained she liked the sound wall, but noted she would be a no vote for the variance.

Councilmember Massoglia questioned how the applicant determined what was front yard storage versus side yard storage. Ms. Sellman explained the front yard was determined by where the building was located.

Councilmember Massoglia indicated he supported the proposed sound wall. He commented on how trucking has been allowed on this property since the early 2000's and explained he believed this was the right fit for the area given its proximity to 35W. He noted there were other industrial uses in close proximity as well.

Councilmember Larson asked if the sound wall could be required if outdoor storage was only allowed in Area A. Ms. Sellman reported the applicant was seeking outdoor storage in Areas A, B and C and was offering to build a 16 foot sound wall if the variance was approved. She indicated the council could opt to approve outdoor storage in only Area A making the sound wall a requirement or condition. However, she noted if the council were to not approve the variance, the sound wall could not be required.

Councilmember Newland stated if there was a denial, the city would lose the opportunity to have a 16 foot sound wall in place. He suggested action on this item be tabled in order to

allow for further discussions between staff and Old Dominion to see if they would support outdoor storage only in Area A and still construct the 16 foot sound wall. Ms. Sellman commented based on what has been provided from Old Dominion, she believed the request was an all or nothing matter. However, she noted the applicant was in attendance and could address this matter further with the council.

Kevin Davidson, Director of Real Estate for Old Dominion, commented on the variance request, noting Old Dominion was requesting the use of the front yard between the existing building and the 85th Avenue right of way for short term parking of semi trailers with and without tractors to facilitate loading and unloading. He explained Old Dominion obtained this property in 2004 and obtained a CUP with the city. He reported in 2022, \$13 million was invested in the existing terminal and to pave the site with concrete. He explained the existing facility has three parking lots and discussed how these parking lots were utilized by Old Dominion. He stated he understood the neighbors concerns and stated he has made changes to address these concerns. He reiterated that Old Dominion would not be expanding operations. He explained Old Dominion was happy to serve the city of Blaine and the greater Minneapolis/St. Paul area.

Joel Bailey, Sambatek, explained his clients' intent was to fully utilize the site and commented further that Area C would be used for empty trailer storage and would be the least-used area. He discussed how the sound wall would help mitigate the noise concerns of the neighbors. He indicated Mr. Schutta's property was previously zoned commercial prior to a residential property being constructed.

Dan Jensen, Stinson LLP, reported his clients' intent was to increase safety for employees onsite as well as increased efficiencies. He noted his client would not be expanding their operations but rather was rearranging the site to improve safety. He commented in order to address the concerns of the neighbors, Old Dominion was proposing a sound wall, in order to be a good neighbor. He respectfully requested the mayor and city council support the variance for all three areas.

Councilmember Larson thanked the applicant and the applicants representatives for their statements. She questioned if the sound wall would address previous noise complaints or would the sound wall address future noise. Mr. Davidson explained he met with Gary and Judy Schutta after the planning commission meeting. He stated he was trying to be a good neighbor because he did not plan on going anywhere. He believed a proper solution to the noise concerns given the location of his business with surrounding residential was to add a sound wall.

Councilmember Newland supported tabling action on this item to allow staff and the applicant to see if other alternatives could be determined.

Mayor Sanders asked if there was time available to table action on this item to the September 16 city council meeting. Ms. Sellman stated the agency action deadline was September 21.

Ms. Sellman asked the applicant if this was an all or nothing matter when it comes to the variance request, or would the applicant support outdoor storage only in Area A and still install the sound wall. Mr. Davidson stated this would have to be further discussed. He

indicated he was being challenged by employee safety if the employee parking was moved back to Area C.

Councilmember Saroya asked if the applicant would consider amending their hours of operation along with the outdoor speaker system. Mr. Davidson said they would not be able to amend their hours and he did not think he could change things much more, but would work to consider changes where possible. He reiterated that Old Dominion was within the city and state noise codes.

Councilmember Larson appreciated the fact Old Dominion was willing to work with the city on this matter and was working to address safety on the site for their employees. She questioned how many employees Old Dominion had in Blaine. Mr. Davidson stated he had 275 employees at the Blaine location.

Councilmember Larson clarified how this property has been used as a trucking terminal since the 1970's and single family homes were then built around the trucking terminal 40 years ago.

Moved by Councilmember Newland, seconded by Councilmember Robertson, to table action on this item to the September 16, 2024, City Council meeting.

Councilmember Saroya supported the city council taking comments from residents at this time.

Mayor Sanders recommended staff take comments from residents over the next two weeks.

Lisa Peterson, 8521 Xebec Street NE, explained the Old Dominion employees don't park in the designated employee parking area currently.

Motion to table adopted unanimously.

10.2. ORD 24-2559 First Reading

Ordinance Granting an Amendment to the City of Blaine Zoning Ordinance to Modify the Storm Shelter Requirement in the Manufactured Home (R-4) Zoning District to Match State Rules. Park of Four Seasons (Lakeshore Management) (Case File No. 23-0074/EES)

Sponsors: Sheila Sellman, City Planner

Ms. Sellman stated the proposed code amendment would modify the storm shelter requirement for manufactured home parks from one 810 square foot shelter for every 30 homes to four square feet of shelter space per resident of the manufactured home park, to be consistent with the Minnesota Administrative Rule governing manufactured home parks. Staff commented further on the proposed ordinance amendment and requested the council introduce the ordinance.

Declared by Mayor Sanders that Ordinance No. 24-2559, "Ordinance Granting an

Amendment to the City of Blaine Zoning Ordinance to Modify the Storm Shelter Requirement in the Manufactured Home (R-4) Zoning District to Match State Rules. Park of Four Seasons (Lakeshore Management)," be introduced and placed on file for second reading at the September 16, 2024 Council meeting.

10.3. ORD 24-2558 First Reading

Ordinance Approving a Rezoning from Medium Density Multifamily (R-3B) to Low Density Multi-Family (R-3A) at 10001 Polk Street NE. City of Blaine (Case File No. 24-0048/EJT)

Sponsors: Sheila Sellman, City Planner

Community Development Director Thorvig stated this ordinance would consider a rezoning from Medium Density Multifamily (R-3B) to Low Density Multi-Family (R-3A) in order to be consistent with the Low Density/Medium Density (LDR/MDR) land use designation.

Declared by Mayor Sanders that Ordinance No. 24-2558, "Ordinance Approving a Rezoning from Medium Density Multifamily (R-3B) to Low Density Multi-Family (R-3A) at 10001 Polk Street NE," be introduced and placed on file for second reading at the September 16, 2024 Council meeting.

10.4. ORD 24-2561 First Reading

Ordinance Approving a Rezoning from Light Industrial (I-1) to Low Density Multi-Family (R-3A) at 10041 Polk Street NE. City of Blaine (Case File No. 24-0048/EJT)

Sponsors: Sheila Sellman, City Planner

Mr. Thorvig stated this ordinance would consider a rezoning from Light Industrial (I-1) to Low Density Multi-Family (R-3A) in order to be consistent with the Low Density/Medium Density (LDR/MDR) land use designation.

Declared by Mayor Sanders that Ordinance No. 24-2561, "Ordinance Approving a Rezoning from Light Industrial (I-1) to Low Density Multi-Family (R-3A) at 10041 Polk Street NE," be introduced and placed on file for second reading at the September 16, 2024 Council meeting.

10.5. ORD 24-2557 Second Reading

Ordinance Approving Amendments to Section 39.901 (Definitions) and Section 30.904 (Permitted Uses in the 105th Avenue Redevelopment District) of the Zoning Ordinance to Add Cigar Lounge as a Permitted Use. Society Cigars (Pinpoint Community Development) (Case File No. 24-0040/SAS)

Sponsors: Sheila Sellman, City Planner

Mayor Sanders recused himself from discussion of this item and left the dais due to a potential conflict of interest.

Ms. Sellman stated the applicant is requesting an ordinance amendment to the 105th Redevelopment District to allow a cigar lounge. She discussed the proposed location of a cigar lounge and recommended approval of the ordinance amendment.

Moved by Councilmember Massoglia, seconded by Councilmember Fleming, to adopt the Second Reading of Ordinance No. 2557, Approving Amendments to Section 39.901 (Definitions) and Section 30.904 (Permitted Uses in the 105th Avenue Redevelopment District) of the Zoning Ordinance to Add Cigar Lounge as a Permitted Use.

Councilmember Saroya inquired about Mayor Sanders recusal. City Attorney Loonan explained the proposed ordinance amendment was a zoning amendment to change the use and no specific business approval was being considered at this time.

Councilmember Saroya asked what Mayor Sanders ownership interest was in the cigar lounge. Mr. Loonan reiterated that a cigar lounge request was not before the city council at this time but rather the council was to consider an ordinance amendment that would add cigar lounge as a permitted use in the 105th Avenue Redevelopment District.

Councilmember Saroya requested further information regarding the mayor's interest in the cigar lounge.

Councilmember Massoglia called for a point of order.

Mayor Pro-Tem Robertson clarified the city council was not being asked to approve a particular business at this time, but rather was being asked to consider an ordinance amendment addressing the use. Mr. Loonan reported this was the case. He explained the mayor has indicated that he was working with business partners that have interest in operating a cigar lounge in this area, and given the connection, while there is not a contractual relationship, there was a strong enough relationship that he recused himself from this discussion and vote.

Councilmember Larson referred to the letters the city received from outside organizations that spoke out against smoking and the existence of a cigar lounge in the community, especially in light of the new state statute that would require cannabis licensing. She explained she could not think of a single time she has seen a teenager with a cigar, but noted there were teenagers with marijuana all throughout the community. She believed the direction of the state was unfortunate when it comes to marijuana. She did not support how the state was requiring the city to have a certain number of locations that would sell cannabis to young adults while suppressing a niche small business that would support the community. She indicated she would be supporting this ordinance amendment and noted she supported this small business owner coming to Blaine.

Councilmember Newland explained he supported the proposed ordinance amendment. He referred to sampling in a cigar lounge and asked what was and was not allowed. Ms. Sorensen explained sampling was allowed within the Minnesota Clean Air Act for exclusive tobacco shops only.

Councilmember Saroya stated she was still struggling with the stated conflict of interest

matter.

Councilmember Massoglia called for a point of order stating this was not the time to get into political issues against the mayor. He reiterated that the matter before the council was an ordinance amendment that would allow cigar lounges in the 105th Redevelopment Area.

Councilmember Saroya noted several councilmembers including the mayor were receiving campaign donations from the developer proposing the zoning code amendment.

Councilmember Massoglia and Councilmember Fleming called for a point of order.

Mayor Pro-Tem Robertson requested Councilmember Saroya stay on topic. She reiterated that City Attorney Loonan has addressed multiple times the differentiation between the council doing their jobs and receiving campaign donations and how there was no conflict of interest in any of the councilmembers ability to receive those funds. She stated she was open to allowing Councilmember Saroya to dialogue the matter at hand but other conversations were not for this time.

Councilmember Saroya questioned if the code amendment was in the best interest of Blaine residents. She explained she has spoken to residents that are against the proposed code amendment and felt this ordinance amendment was not moving Blaine in the right direction, especially with young people attending nearby events at the National Sports Center. She inquired if it was legal to have a cigar lounge in the community, noting cigar lounges were prohibited within the Minnesota Clean Air Act. She feared the city was trying to side step this regulation by licensing this use as a tobacco shop. She asked how long sampling was allowed and questioned how close the cigar lounge would be to the NSC soccer fields then reiterated her concerns regarding the mayor's conflict of interest.

Councilmember Massoglia called for a point of order and motioned to recess the meeting.

Mayor Pro-Tem Robertson requested staff speak to Councilmember Saroya's comments. Ms. Sorensen reported licenses for a tobacco products shop would require any visitor to be 21 and older. She indicated those under 21 years of age would not be allowed to enter the shop. Ms. Sellman reviewed the location of the soccer fields at the NSC and indicated the proposed ordinance amendment would address the entire 105th Avenue Redevelopment District.

Councilmember Saroya questioned if the city would consider allowing a hookah lounge in this area. She reviewed the concerns from the American Lung Association, noting cigars have the same addictive toxic compounds that were found in cigarettes. She explained cigar smoking can cause cancers and are just as addictive as cigarettes. She indicated her father died from lung cancer and she did not take this issue lightly. She was of the opinion the city was being irresponsible and should not allow a cigar lounge in the community. She stated she could not ethically support this ordinance amendment.

Councilmember Fleming explained she would like to hear from the developer.

Mayor Pro-Tem Robertson reported the council was being asked to discuss the ordinance amendment language and noted a cigar lounge request was not before the city council at

this time. She anticipated the developer would address the city council when an application was brought forward.

Councilmember Larson explained there were already a number of cigar lounges in the state. She noted St. Paul has two and Maple Grove has one, which meant cigar lounges were not illegal in the state of Minnesota.

Councilmember Massoglia commented this agenda item has turned into a political theater, which was unfortunate. He reported sampling was already occurring in Blaine as allowed by the Minnesota Clean Indoor Air Act and explained this amendment would allow for a cigar lounge within this redevelopment district. He reported there were no comments on the previous sampling request, but rather this was a targeted political attempt to disrupt a single business in the city of Blaine.

Councilmember Newland called the question.

Motion adopted 5-1-1, (Councilmember Saroya opposed and Mayor Sanders abstained).

Mayor Sanders returned to the dais.

10.6. ORD 24-2560 First Reading

Ordinance Approving Amendments to Section 29.010 Farm Residential (FR) and Section 29.020 Residential Estate (RE) of the Zoning Ordinance, Adding Ground Mounted Solar Systems as Accessory Uses. City of Blaine (Case File No. 24-0047/SLK)

Sponsors: Sheila Sellman, City Planner

Ms. Sellman stated the proposed ordinance amendment adds ground mounted solar systems as accessory uses in the FR (Farm Residential) and RE (Residential Estate) zoning districts.

Declared by Mayor Sanders that Ordinance No. 24-2560, "Ordinance Approving Amendments to Section 29.010 Farm Residential (FR) and Section 29.020 Residential Estate (RE) of the Zoning Ordinance, Adding Ground Mounted Solar Systems as Accessory Uses," be introduced and placed on file for second reading at the September 16, 2024 Council meeting.

11. Administration

11.1. ORD 24-2563 First Reading

Amending Chapter 42 - Health and Sanitation, Article II. - Tobacco, Division 2. - License, Sec. 42-61. Generally.

Sponsors: Cathy Sorensen, City Clerk

Ms. Sorensen stated council is asked to hold first reading of an ordinance amending tobacco

license types.

Declared by Mayor Sanders that Ordinance No. 24-2563, "Amending Chapter 42 - Health and Sanitation, Article II. - Tobacco, Division 2. - License, Sec. 42-61. Generally," be introduced and placed on file for second reading at the September 16, 2024 Council meeting.

11.2. ORD 24-2564 First Reading

Article II. Intoxicating Liquor and 3.2 Percent Malt Liquor, Sec. 6-33.

Definitions, Sec. 6-36. License Required; Number of Licenses, and Sec. 6-38.

Kinds of Liquor Licenses.

Sponsors: Cathy Sorensen, City Clerk

Ms. Sorensen stated council is asked to hold first reading of an ordinance amending off-sale liquor licenses.

Declared by Mayor Sanders that Ordinance No. 24-2564, "Article II. Intoxicating Liquor and 3.2 Percent Malt Liquor, Sec. 6-33. Definitions, Sec. 6-36. License Required; Number of Licenses, and Sec. 6-38. Kinds of Liquor Licenses," be introduced and placed on file for second reading at the September 16, 2024 Council meeting.

11.3. ORD 24-2556 First Reading

Amending Chapter 82 - Traffic and Vehicles, Article I. - In General, Article IV. - Stopping, Standing, and Parking, Adding Sec. 82-157 Median Safety

Sponsors: Brian Podany, Safety Services Manager/Police Chief

Police Chief Podany stated after discussion at the June workshop, council directed staff to bring forward the median safety ordinance for formal consideration. The ordinance is being proposed due to concerns with pedestrians standing for long periods of time in the median of high traffic intersections within the city. The ordinance still allows for safe crossing of roadways but prohibits standing in the median for multiple light cycles. The proposed median safety ordinance arose out of police and resident concerns about pedestrians standing for long periods of time in the median of certain high-traffic intersections in the city of Blaine. There are several high-traffic, high-speed arterial roadways within the city that have been identified as potentially dangerous for pedestrians. Both residents and police have identified multiple intersections where this has been a problem and there have been repeated incidents at those locations. Pedestrians standing in high traffic roadway medians present an increased risk of being struck by a vehicle and impeding traffic flow. Feedback from officers who have responded to complaints about this problem note that those who partake in the action that have been requested to move to a position of greater safety have refused to do so as it is not prohibited by law.

Police Chief Podany explained the proposed median safety ordinance prohibits pedestrians from standing within the intersections identified in the ordinance for a duration longer than two crosswalk signals. It does not prohibit crossing as directed by traffic signals. It additionally prohibits motorists from stopping or standing in their vehicles to address pedestrians who are standing in medians. Concerns regarding targeting of certain activities

such as panhandling have been raised. This ordinance does not restrict that or any other specific activity from occurring in other locations but does prohibit any activities in the center median in order to ensure safety and promote traffic flow and safety. This helps to ensure safety in preventing crashes and promoting efficient traffic movement consistent with semaphore cycles. Enforcement of the ordinance will begin with education and requests for movement from the prohibited activity. For continued or repeated violations, enforcement action will be an option. This item came before council in 2021 and attached is summary information from the city attorney at that time regarding legal considerations of adopting a median safety ordinance. After review with the Director of Engineering the proposed ordinance has been revised from the version shared with council at the June workshop to include all arterial, reliever, and expander roads at intersections to better define the areas.

Declared by Mayor Sanders that Ordinance No. 24-2556, "Amending Chapter 82 - Traffic and Vehicles, Article I. - In General, Article IV. - Stopping, Standing, and Parking, Adding Sec. 82-157 Median Safety," be introduced and placed on file for second reading at the September 16, 2024 Council meeting.

12. Other Business

None.

13. Adjournment

Moved by Councilmember Newland, seconded by Councilmember Larson, to adjourn the meeting at 9:10PM.

Motion adopted unanimously.



City of Blaine Staff Report

File Number: 2024-402

Agenda Date	Status
September 16, 2024	
In Control	File Type
City Council	Motion

Approval of Consent Agenda: - Jerome Krieger, Sr. Recreation Manager

Agenda Item # 8.3

Repainting the Pickleball Courts at Austin Park

Executive Summary

The Austin Park pickleball and basketball court reconstruction project was approved at the August 2, 2021 city council meeting. The project was completed in October 2021.

Background

In the spring of 2022, pickleball players and staff noticed that the paint on the pickleball courts and the basketball court were starting to crack throughout the courts. The staff reached out to the contractor and had them come back and look at the courts. After meeting at the site, the contractor reached out to the painter to come back and look at the cracks. The painter tried to say the issue was the asphalt not curing long enough to get the oil out of it.

The contractor noticed that this same cracking happened on another project they had completed with the same painter that year. The contractor got his legal team involved, and the final deciding factor was that nature did not provide any rain during the 30 day curing period, therefore the paint started to crack from the dryness.

The contractor, Odessa II wants to make things right with the city and has found a company to come out and power wash the courts and repaint them for \$7,000. The contractor would like us to meet him half way and pay \$3,500 towards the project. The initial project was under budget and there are sufficient funds to support this cost.

Strategic Plan Relationship

Board/Commission Review

N/A

Financial Impact

The accepted bid of \$110,333.80 to Odesa II, LLC was greater than what the city actually paid the contractor for the final project. The final payment for the project came to \$102,467.80 and was under budget. There are funds available to cover the \$3,500 cost of the repainting.

Public Outreach/Input

N/A

Staff Recommendation

By motion, approve an additional \$3,500 to be allocated towards the Austin court repainting project.

Attachment List

None



City of Blaine Staff Report

File Number: 2024-422

Agenda Date	Status
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September 16, 2024

In Control	File Type
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City Council

Action Item

Approval of Consent Agenda: - Jerome Krieger, Sr. Recreation Manager

Agenda Item # 8.4

Approve Temporary Road Closure for Blaine Oktober Fest

Executive Summary

The City Council is asked to approve a temporary road closure on Town Square Drive in front of city hall for the Blaine Oktober Fest.

Background

Strategic Plan Relationship

This action relates to all aspects of the strategic plan by providing opportunities for public events and gatherings.

Board/Commission Review

Financial Impact

Public Outreach/Input

Staff Recommendation

By motion, approve the temporary road closure of Town Square Drive from 108th Lane NE to Town Square Drive NE on Saturday, October 5, 2024 from 7 am to 10 pm.

Attachment List

1. Oktober Fest Street Closure 2024



Park & Recreation\Other Projects\WorldFest\World Fest Street Closure Horizontal.mxd



Location Map

Oktober Fest Street Closure

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





City of Blaine Staff Report

File Number: RES 23-102

Agenda Date	Status
September 16, 2024	
In Control	File Type
City Council	Motion

Approval of Consent Agenda: -

Agenda Item # 8.5

Approve Premise Permit for Lawful Gambling Activity for Blaine's Blazin 4th dba Blaine Festival at El Zocalo Restaurant, 12531 Central Avenue NE

Executive Summary

Council is being asked to approve a premise permit for Blaine's Blazin 4th dba Blaine Festival at El Zocalo Restaurant, 12531 Central Avenue NE.

Background

Mary Weinhold, Blaine's Blazin 4th dab Blaine Festival gambling manager, has submitted an application to conduct charitable gambling at El Zocalo Restaurant. If approved, they will conduct paper pull tabs with dispensing devices, electronic pull tabs and electronic bingo at this location. A copy of the lease for lawful gambling and the premise permit application for the State Gambling Control Board are attached.

Per current code, no organization may maintain more than four lawful gambling locations in the City at one time. If approved, this will be their second site in Blaine.

A background check has been completed on the applicant and found no reason to deny the application.

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

Strategic Plan Relationship

This item relates to the 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

N/A

Public Outreach/Input

N/A

Staff Recommendation

Adopt a resolution approving a new premise permit to allow Blaine's Blazin 4th dba Blaine Festival to conduct charitable gambling at El Zochalo Restaurant.

Attachment List

1. Lease for Lawful Gambling



City of Blaine

Signature Copy

Resolution: RES 23-102

Approve Premise Permit for Lawful Gambling Activity for Blaine's Blazin 4th dba Blaine Festival at El Zocalo Restaurant, 12531 Central Avenue NE

WHEREAS, the Blaine's Blazin 4th DBA Blaine Festival has submitted an application for a premise permit to allow charitable gambling and raffles to be conducted at El Zocalo Restaurant located at 12531 Central Avenue NE, Blaine, MN 55434

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

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

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

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

PASSED by the City Council of the City of Blaine this 16th day of September, 2024.

LG215 Lease for Lawful Gambling Activity

6/15 Page 1 of 2

LEASE INFORMATION

Organization: <u>Blaine's Blazin' 4th, dba Blaine Festival</u>	License/Site Number: <u>92932-005</u>	Daytime Phone: <u>(612) 388-1479</u>
Address: <u>10801 Town Sq Dr NE</u>	City: <u>Blaine</u>	State: Zip: <u>MN 55449</u>
Name of Leased Premises: <u>El Zocalo, LLC</u>	Street Address: <u>12531 Central Ave NE</u>	
City: <u>Blaine</u>	State: Zip: <u>MN 55434</u>	Daytime Phone: <u>714-365-3122</u>
Name of Legal Owner: <u>Monica Silva</u>	Business/Street Address: <u>12531 Central Ave NE</u>	
City: <u>Blaine</u>	State: Zip: <u>MN 55434</u>	Daytime Phone: <u>714-365-3122</u>
Name of Lessor (if same as legal owner, write "SAME"): <u>SAME</u>	Address:	
City:	State: Zip:	Daytime Phone:

Check applicable item:

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

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

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

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

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

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

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

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

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

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

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

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

Bingo rent is limited to one of the following:

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

LEASE TERMINATION CLAUSE (must be completed)

The lease may be terminated by either party with a written 30 day notice. Other terms:

LG215 Lease for Lawful Gambling Activity

6/15 Page 2 of 2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ACKNOWLEDGMENT OF LEASE TERMS

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

Other terms of the lease:

Signature of Lessor:

Date:

9/3/24

Signature of Organization Official (Lessee):

Date:

9.3.2024

Print Name and Title of Lessor:

Monica Silva

Print Name and Title of Lessee:

Mary Wainhold

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

Mail or fax lease to:

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

Fax: 651-639-4032



City of Blaine Staff Report

File Number: 2024-409

Agenda Date	Status
September 16, 2024	
In Control	File Type
City Council	Motion

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

Agenda Item # 8.6

Reject bids for 2024 Tree Removal Contract

Executive Summary

Bids were received at 10:00AM August 20th for the 2024 Tree Contract. 4 bids were received. The 3 lowest bids were incomplete under the "Bidder Qualifications". The 4th bid was extremely high.

Background

Bids were received August 20th at 10:00AM. Bids were received from Precision Landscape and Tree, Carr's Tree Service, Rivard Contracting and Davey Tree Service. All except for Davey Tree Service were missing one or more of the required "Bidder Qualifications" with Davey Tree Service being the highest bid.

Due to three of the bids not meeting all of the requested information and one bid being very high, it is recommended that the City Council reject all bids and direct staff to rebid the 2024 Tree Removal Contract.

Strategic Plan Relationship

This item relates to achieving the most impact on tree removal while maintaining good value in the process.

Board/Commission Review

Not applicable

Financial Impact

The 2024 Forestry subdivision budget for tree services is \$300,000 with \$124,356 of unencumbered funds available as of September 7.

Public Outreach/Input

Not applicable

Staff Recommendation

By motion, reject the bid and direct staff to rebid the 2024 Tree Removal Contract.

Attachment List

None



City of Blaine

Staff Report

File Number: RES 24-165

Agenda Date	Status
September 16, 2024	
In Control	File Type
City Council	Resolution

Approval of Consent Agenda: - Elizabeth Showalter, Community Development Specialist

Agenda Item # 8.7

Resolution Authorizing the Transfer of Local Affordable Housing Aid to the Economic Development Authority

Executive Summary

The City of Blaine received \$146,353.32 of Local Affordable Housing Aid from the State of Minnesota in July of 2024. The resolution transfers that aid and future aid to the EDA to better facilitate use of the funds on housing programs.

Background

In 2023, the state legislature adopted a new 0.25% sales and use tax within the 7-county area. A portion of those funds are allocated to local governments to use on affordable housing. This aid is referred to as Local Affordable Housing Aid (LAHA). The Department of Revenue released funds collected between October 1, 2023 and June 1, 2024. The City received a distribution of \$146,353.32 in July and is anticipated to receive an equal distribution in December. Since these funds were collected over a nine month period, staff expects the 2025 distributions to be larger since they will encompass a full year of sales tax collection.

The EDA currently has two segregated funds related to housing, the Home Improvement Loan Fund (HIL) and Pooled Housing TIF. Since uses of the LAHA funds overlap with the two segregated housing related funds and housing work is generally considered to be under the purview of the EDA, staff recommends that the City transfer the funds received, and all future disbursement of LAHA, to the EDA.

If the funds are transferred to the EDA, any expenditures from the fund would require authorization from the EDA. Uses of the LAHA funds were discussed at the July 15, 2024 City Council Workshop, and the first authorization for use of the LAHA funds is on the EDA agenda immediately following this meeting.

Strategic Plan Relationship

Not applicable.

Board/Commission Review

Not applicable.

Financial Impact

The LAHA funds are restricted on what they can be used for, but can serve as a complement to the existing HIL fund to ensure long term solvency of that fund, and the most effective use of limited resources. For accounting and financial reporting purposes, a new fund has been created to account for LAHA related activity, separate from the existing HIL and Pooled Housing TIF funds.

Public Outreach/Input

Staff have discussed the use of LAHA with a variety of housing professionals and agencies within the City.

Staff Recommendation

By motion, adopt the resolution.

Attachment List

None



City of Blaine

Signature Copy

Resolution: RES 24-165

Resolution Authorizing the Transfer of Local Affordable Housing Aid to the Economic Development Authority

WHEREAS, as part of the 2023 housing finance and policy omnibus bill, a new housing program was created to provide direct funding to eligible cities for affordable housing production and preservation, known as Local Affordable Housing Aid; and

WHEREAS, the City of Blaine received a distribution of \$146,353.32; and

WHEREAS, the Department of Revenue will continue to distribute LAHA funds in July and December of each year; and

WHEREAS, the Blaine Economic Development Authority is responsible for the City's housing programs; and

WHEREAS, any aid received should be transferred from the City of Blaine to the Blaine EDA to carry out eligible programs,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine hereby approves the transfer of current and future allocations of Local Affordable Housing Aid to the city's Economic Development Authority.

PASSED by the City Council of the City of Blaine this 16th day of September, 2024.



City of Blaine Staff Report

File Number: 2024-412

Agenda Date	Status
September 16, 2024	
In Control	File Type
City Council	Motion

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

Agenda Item # 8.8

Approve Purchases Made from the Public Safety Funds Associated With Updating the Police Department Patch and Badge

Executive Summary

The Police Department requests council approval for purchases made from the Public Safety Funds associated with updating the department patch and badge. Section 6.05 of the City Charter requires Council approval of all purchases and contracts over \$50,000. Individually, the purchases associated with updating the patch and badge on uniforms, squad graphics, letterhead/envelopes, business cards, wall graphics, etc. do not exceed \$50,000, but collectively they do. These purchases were projected to cost up to \$130,000 collectively as part of the Public Safety Funds Spending Plan presented to City Council at the Workshop on September 25, 2023, Item 2023-443. All purchasing policies and procedures will be followed when making these individual purchases.

Background

The Minnesota Legislature signed into law a Public Safety Aid Bill in the 2023 Omnibus Tax Bill. This bill provided \$300 million to townships, cities, counties, and tribal governments for public safety purposes. The city received \$3,106,062 in December 2023, with 30% or \$931,819 allocated to the SBM Fire Department for future capital improvements, subject to City Council approval. The remaining funding, or \$2,174,243 is earmarked for purchases within the Police Department. The Public Safety Funds Spending Plan was presented at Council Workshop on September 25, 2023, item 2023-443.

As part of the Public Safety Funds Spending Plan, the Police Department is updating the department patch and badge, which have not been updated for almost 30 years. The current police patch has the old city logo on it and the current badge has the old Minnesota State Seal.

Staff gave a presentation to the Council at the Workshop on September 4, 2024, showcasing the updated patch and badge. A police department patch and badge are a symbol of pride and honor for those who take the oath of office. It also represents the officer's affiliation with their agency and their

commitment to serving and protecting the community. The updated patch and badge incorporate city elements that represent Blaine, as well as the year the department was established, the department's core values, and the new Minnesota State Seal.

Strategic Plan Relationship

Board/Commission Review

Financial Impact

These items are recommended to be purchased using Public Safety Funds, which would not impact the General Fund operating budget.

Public Outreach/Input

Staff Recommendation

By motion, approve purchases made from the Public Safety Funds associated with updating the police department patch and badge.

Attachment List

None



City of Blaine Staff Report

File Number: RES 24-172

Agenda Date	Status
September 16, 2024	
In Control	File Type
City Council	Resolution

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

Agenda Item # 9.1

Resolution Adopting Assessment for the 2023 Northwest Area Street Reconstructions, Improvement Project No. 23-06

Executive Summary

Improvement Project No. 23-06 was ordered by the City Council on January 4, 2023 with Resolution 23-04. A construction contract was awarded to Douglas-Kerr Underground, LLC by the City Council on April 17, 2023 with Resolution No. R-62-2023 and construction was completed in the Spring of 2024.

Background

Improvement Project No. 23-06 included the following project areas:

Project Area 1

- 127th Avenue from cul-de-sac to Polk Street
- 127th Lane from Monroe Street to Polk Street
- 128th Avenue from Taylor Street to Polk Street
- 129th Lane from 175' west of Tyler Street to Polk Street
- Tyler Street from 127th Lane to 129th Lane
- Polk Street from 126th Avenue to cul-de-sac

Project Area 2

- 131st Avenue (E) from Van Buren Street to Taylor Street

Project Area 3

- 131st Avenue (W) from Jefferson Street to Van Buren Street

The total cost of the project is as follows:

Construction Costs	\$2,967,069.53
Engineering Costs	\$631,262.94
Interest	\$44,586.28
Administration, Assessing, Other	\$189,195.40
TOTAL:	\$3,832,114.15

The total project cost indicated in the Feasibility Report was \$4,666,580. The Assessment Roll has been prepared consistent with the Feasibility Report. Of the total cost, the amount to be assessed is \$656,288.21. The Public Utility Funds will contribute \$324,884.41 for water and sanitary sewer improvements, and Pavement Management Program funds will contribute \$2,850,941.53. Please note that the final costs came in under the estimated costs in the feasibility report and will be reflective in the final assessment amounts.

Strategic Plan Relationship

The 2023 Northwest Area Street project aligns with the City's strategic plan goal of well-maintained infrastructure by providing high-quality street surfaces.

Board/Commission Review

Not required.

Financial Impact

Assessments will be levied over 15 years for Project Area 1 and Project Area 2, and 5 years for Project Area 3. Assessments will be used to fund repayment of any debt issued for the project. That portion of the debt not funded via special assessments will be funded through an annual debt service tax levy. The amount to be assessed is \$656,288.21.

Public Outreach/Input

The project itself and the assessment process has complied with all public notification requirements pursuant to MN Statutes, Chapter 429.

Staff Recommendation

By motion, adopt the resolution.

Attachment List

1. 23-06 Location Map
2. 23-06 Proposed Final Assessment Roll



City of Blaine

Signature Copy

Resolution: RES 24-172

Resolution Adopting Assessment for the 2023 Northwest Area Street Reconstructions, Improvement Project No. 23-06

WHEREAS, a contract was entered into for replacing pavement and concrete curb and gutter, sidewalk replacement, minor storm drainage improvements, spot water main repair, asphalt surface replacement, traffic control signage, and appurtenant construction in the following described areas:

Project Area 1:

- 127th Avenue from cul-de-sac to Polk Street
- 127th Lane from Monroe Street to Polk Street
- 128th Avenue from Taylor Street to Polk Street
- 129th Lane from 175' west of Tyler Street to Polk Street
- Tyler Street from 127th Lane to 129th Lane
- Polk Street from 126th Avenue to cul-de-sac

Project Area 2:

- 131st Avenue (E) from Van Buren Street to Taylor Street

Project Area 3:

- 131st Avenue (W) from Jefferson Street to Van Buren Street

AND WHEREAS, the construction cost for such improvement is \$2,967,069.53, and the expenses incurred in the making of said improvements amount to be \$865,044.62 making the total cost \$3,832,114.15.

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

1. The proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the improvement in the amount of the assessment levied against it.
2. The owner of any property so assessed may within thirty (30) days of the adoption of this resolution pay the whole of the assessment with no interest to the City's Special Assessment Clerk or make partial prepayment in the amount of at least ten percent (10%) of the total assessment to the City's Special Assessment Clerk with no interest. Any remaining assessment will be payable according to this resolution.
3. Assessments shall be payable in annual installments extending over a period of fifteen (15) years for Project Areas 1 and 2 and five (5) years for Project Area 3. The first of the installments to be payable on

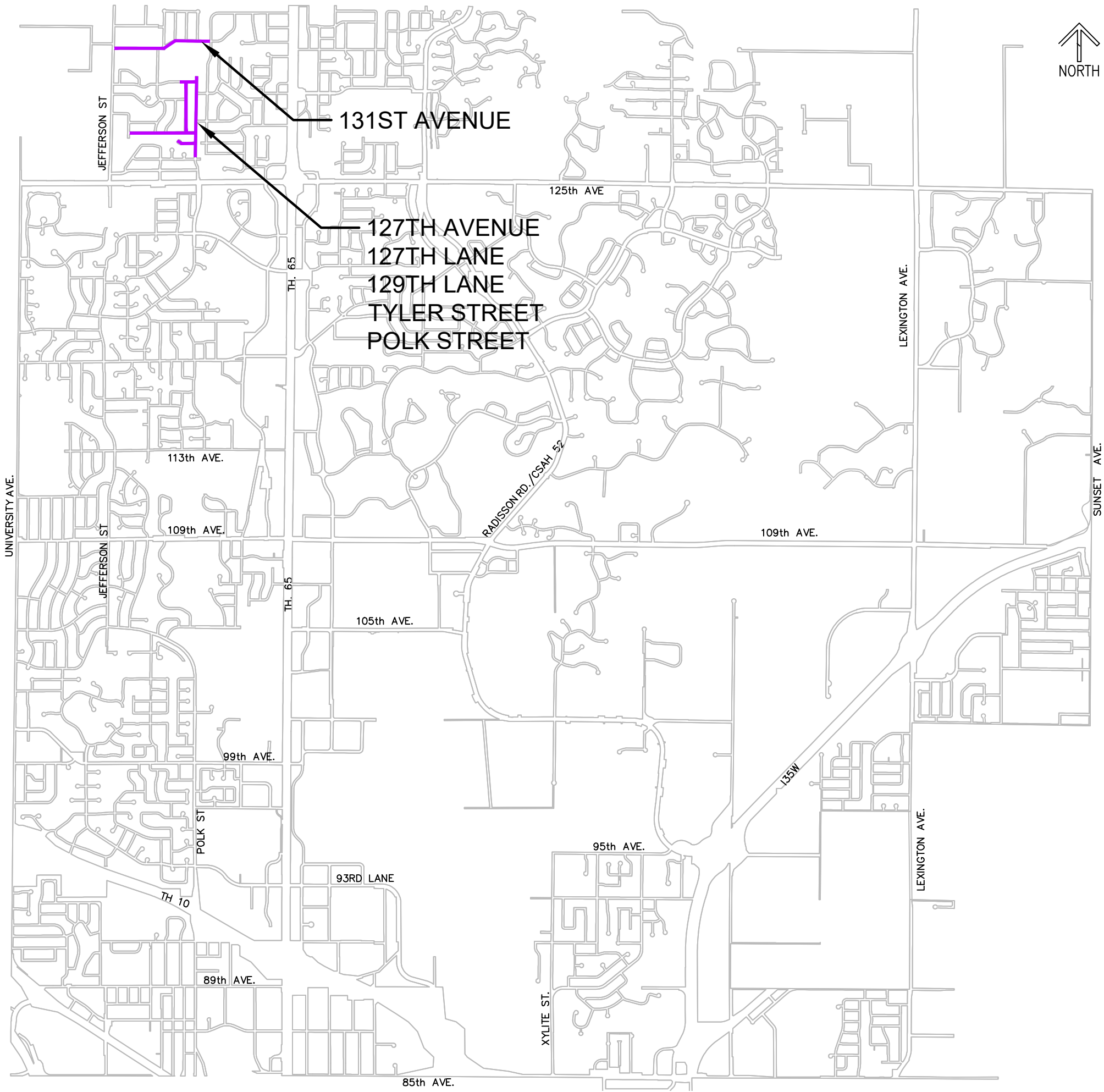
or before the first Monday in January, 2025. Installments shall bear interest at the rate of five and five tenths percent (5.5%) per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2024. To each subsequent installment when due shall be added interest for one (1) year on all unpaid installments.

4. The owner of any property so assessed may, at any time prior to certification of the assessment to the county Auditor, as herein provided, pay the whole of the assessment against any parcel with interest accrued to the date of payment to the City's Special Assessment Clerk, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and he may at any time thereafter prior to November 15 pay to the City's Special Assessment Clerk the entire amount of the assessment remaining unpaid with the interest accrued to December 31st of the year in which such payment is made.

5. The owner of any property so assessed may at any time thereafter pay to the City's Special Assessment Clerk the remaining principal after payment of the current installment prior to November 15 of any year with no further interest charged on the remaining principal.

6. The City Manager shall forthwith transmit a certified duplicate copy of this assessment to the County Auditor to be extended on the property tax lists of the County and such assessments shall be collected and paid in the same manner as other municipal taxes.

PASSED by the City Council of the City of Blaine this 16th day of September 2024.



2023 NORTHWEST AREA STREET RECONSTRUCTIONS

CITY OF BLAINE
PAVEMENT MANAGEMENT PROGRAM



ENGINEERING DEPARTMENT
10801 Town Square Drive, Blaine, Minnesota 55449
Phone (763) 785-6172

PROJECT 23-06
2023 STREET RECONSTRUCTIONS
PROJECT AREA 1 (127TH LANE/POLK STREET AREA)
CITY OF BLAINE
EXHIBIT NO. 1 - SINGLE FAMILY RESIDENTIAL
PROPOSED FINAL ASSESSMENT ROLL

ASSESSMENT RATE BREAKDOWN				
CONSTRUCTION COSTS*	\$1,581,962	*(CONSTRUCTION COSTS DO NOT INCLUDE WATER MAIN, SANITARY SEWER, INFILTRATION CELLS, DRIVEWAY REPLACEMENT, SIDEWALK, AND LANDSCAPING/IRRIGATION COSTS)		
ADMINISTRATIVE COSTS	\$458,201			
TOTAL COST	\$2,040,162			
	RESIDENTIAL RATE	x 35%	TOTAL FRONT FOOTAGE	RESIDENTIAL ASSESSMENT RATE PER FRONT FOOT
ASSESSABLE COST	\$714,057	÷	13425.9 LF	= \$53.18

RESIDENTIAL PROPERTY

ASSESSMENT RATE		ASSESSABLE SINGLE FAMILY RESIDENTIAL		ASSESSABLE		ASSESSMENT RATE PER
\$53.18	X	FOOTAGE		RESIDENTIAL LOT		RESIDENTIAL LOT UNIT
		10773.3 LF	=	UNITS		
				127	=	\$4,511.20

SPECIAL ID	PROPERTY PIN	PROPERTY ADDRESS	PROPERTY OWNER	ASSESSABLE RESIDENTIAL LOT UNITS	ASSESSMENT RATE PER RESIDENTIAL LOT UNIT	PROPOSED ASSESSMENT
26	63123140010	909 129TH LN NE	KLOSSNER ERNEST O & J A	1	\$4,511.20	\$4,511.20
27	63123140011	917 129TH LN NE	KAMPPF, KELLI M	1	\$4,511.20	\$4,511.20
28	63123140012	925 129TH LN NE	CREIGHTON LAURA ANNE	1	\$4,511.20	\$4,511.20
29	63123140013	933 129TH LN NE	NELSON TRUSTEE, MARGIE F	1	\$4,511.20	\$4,511.20
30	63123140014	941 129TH LN NE	NELSON JAMES R & DOREEN M	1	\$4,511.20	\$4,511.20
31	63123140005	12933 POLK ST NE	SCHMAUS LUANN M	1	\$4,511.20	\$4,511.20
32	63123140006	12925 POLK ST NE	LOO, LAURA MARY	1	\$4,511.20	\$4,511.20
33	63123140007	12917 POLK ST NE	OPATRNY ANTHONY M	1	\$4,511.20	\$4,511.20
34	63123140008	12909 POLK ST NE	HOKANSON TRUSTEE, LUCINDA L	1	\$4,511.20	\$4,511.20
35	63123140009	12901 POLK ST NE	WILLIAMS PETER D & LINDA E	1	\$4,511.20	\$4,511.20
36	63123410001	12865 POLK ST NE	BAIRES MANUEL DE JESUS	1	\$4,511.20	\$4,511.20
37	63123410002	12857 POLK ST NE	BAUER II DUANE	1	\$4,511.20	\$4,511.20
38	63123410003	12849 POLK ST NE	ANDERSON KYLE	1	\$4,511.20	\$4,511.20
39	63123410004	12841 POLK ST NE	HARRIS MICHELLE R	1	\$4,511.20	\$4,511.20
40	63123410005	12833 POLK ST NE	VANG RICHARD S	1	\$4,511.20	\$4,511.20
41	63123410006	12825 POLK ST NE	MELIN MICHAEL C & DENISE J	1	\$4,511.20	\$4,511.20
42	63123410007	12817 POLK ST NE	LUCAS, TIFFANY A	1	\$4,511.20	\$4,511.20
43	63123410008	12809 POLK ST NE	HENDRICKS DOUGLAS J & S K	1	\$4,511.20	\$4,511.20
44	63123410009	12801 POLK ST NE	DEGAYNER, MICHAEL	1	\$4,511.20	\$4,511.20
45	63123410010	12781 POLK ST NE	MOLINE JOHN G & LAURA J	1	\$4,511.20	\$4,511.20
46	63123410011	12773 POLK ST NE	FEDORS, JOSEPH M	1	\$4,511.20	\$4,511.20
47	63123410012	12765 POLK ST NE	GOOD, BEATRICE	1	\$4,511.20	\$4,511.20
48	63123410013	12757 POLK ST NE	SVENNINGSEN MICHAEL W & L M	1	\$4,511.20	\$4,511.20
49	63123410014	12749 POLK ST NE	MISKO ALEX JR & MARY J	1	\$4,511.20	\$4,511.20
50	63123440045	12711 POLK ST NE	HUGHES, WILLIAM R	1	\$4,511.20	\$4,511.20
51	63123440046	12701 POLK ST NE	BRAUN, ANDREW	1	\$4,511.20	\$4,511.20
52	63123440047	12641 POLK ST NE	BERGLUND, MARIE	1	\$4,511.20	\$4,511.20
53	63123440048	12631 POLK ST NE	SMITH CORY J & STACEY	1	\$4,511.20	\$4,511.20
54	63123440049	12621 POLK ST NE	SAENZ MAGGIE	1	\$4,511.20	\$4,511.20
55	63123440050	12611 POLK ST NE	CARLSON, THOMAS	1	\$4,511.20	\$4,511.20
56	63123440051	12601 POLK ST NE	DELICH, CATHERINE	1	\$4,511.20	\$4,511.20
57	63123440035	12600 POLK ST NE	FRENCH MADONNA R & JAMES E	1	\$4,511.20	\$4,511.20
58	63123440036	12610 POLK ST NE	WOETZEL CURTIS & KELLY	1	\$4,511.20	\$4,511.20
59	63123440037	960 127TH AVE NE	WANDMACHER, LEAH M	1	\$4,511.20	\$4,511.20

60	63123440038	940 127TH AVE NE	MARTY RONALD J & SHARON M	1	\$4,511.20	\$4,511.20
61	63123440039	891 127TH AVE NE	PEREZ RALPH E & JOANNE A	1	\$4,511.20	\$4,511.20
62	63123440040	901 127TH AVE NE	FLORENTINE PAUL & CHERYL	1	\$4,511.20	\$4,511.20
63	63123440041	911 127TH AVE NE	FERDERBER, KENNETH P	1	\$4,511.20	\$4,511.20
64	63123440042	921 127TH AVE NE	GOODE MATTHEW	1	\$4,511.20	\$4,511.20
65	63123440043	931 127TH AVE NE	WILSON JOHN P & JENNIFER S	1	\$4,511.20	\$4,511.20
66	63123440044	961 127TH AVE NE	TAYE, COMFORT D	1	\$4,511.20	\$4,511.20
67	63123410122	940 127TH LN NE	NORDSTROM, SARA E	1	\$4,511.20	\$4,511.20
68	63123410121	932 127TH LN NE	NYBERG DAWN M	1	\$4,511.20	\$4,511.20
69	63123410120	924 127TH LN NE	DAHLER DARWIN L & JO ANN T	1	\$4,511.20	\$4,511.20
70	63123410119	916 127TH LN NE	AKAKPO, KODJO E	1	\$4,511.20	\$4,511.20
71	63123410118	908 127TH LN NE	GORDON DONALD D & LINDA M	1	\$4,511.20	\$4,511.20
72	63123410117	900 127TH LN NE	JOHNSON THOMAS N & PAULETTE	1	\$4,511.20	\$4,511.20
73	63123410116	856 127TH LN NE	EISCHENS PAUL A & LISA C	1	\$4,511.20	\$4,511.20
74	63123410115	848 127TH LN NE	PARMER, LISA MARIE	1	\$4,511.20	\$4,511.20
75	63123410114	840 127TH LN NE	MCINTYRE, WENDY JEAN	1	\$4,511.20	\$4,511.20
76	63123410113	832 127TH LN NE	BALICAO FRANCISCO P & U M	1	\$4,511.20	\$4,511.20
77	63123410112	824 127TH LN NE	WASTE CATHIE J	1	\$4,511.20	\$4,511.20
78	63123410111	816 127TH LN NE	DIAZ ALANNA M	1	\$4,511.20	\$4,511.20
79	63123410110	808 127TH LN NE	GUNDERSON, ARLENE D	1	\$4,511.20	\$4,511.20
80	63123410109	800 127TH LN NE	MCKNIGHT DAJON	1	\$4,511.20	\$4,511.20
81	63123420063	754 127TH LN NE	SINGER CHRISTOPHER	1	\$4,511.20	\$4,511.20
82	63123420062	748 127TH LN NE	BRODT, ROBERT K	1	\$4,511.20	\$4,511.20
83	63123420061	740 127TH LN NE	NELSON, COLE	1	\$4,511.20	\$4,511.20
84	63123420060	732 127TH LN NE	MCDEVITT, AMY M	1	\$4,511.20	\$4,511.20
85	63123420059	724 127TH LN NE	SMITH, PAUL M	1	\$4,511.20	\$4,511.20
86	63123420058	716 127TH LN NE	POFERL DAVID N & MERRY J	1	\$4,511.20	\$4,511.20
87	63123420057	700 127TH LN NE	LORD BRUCE A & DEBRA S	1	\$4,511.20	\$4,511.20
88	63123420056	648 127TH LN NE	HELD GARY & PATRICIA M	1	\$4,511.20	\$4,511.20
89	63123420055	640 127TH LN NE	TOVSEN RICHARD & FLOYD CRYSTAL	1	\$4,511.20	\$4,511.20
90	63123420054	641 127TH LN NE	LUX, MONICA J	1	\$4,511.20	\$4,511.20
91	63123420053	649 127TH LN NE	SWANICK, JENNIFER	1	\$4,511.20	\$4,511.20
92	63123420052	657 127TH LN NE	MORIN-WILLIAMS JULIE	1	\$4,511.20	\$4,511.20
93	63123420051	701 127TH LN NE	YANG, MAI LOR	1	\$4,511.20	\$4,511.20
94	63123420050	709 127TH LN NE	PALMQUIST NANCY	1	\$4,511.20	\$4,511.20
95	63123420049	717 127TH LN NE	CHESNER, BERNICE S	1	\$4,511.20	\$4,511.20
96	63123420048	725 127TH LN NE	SCHMITZ STEVEN E & KATHLEEN	1	\$4,511.20	\$4,511.20
97	63123420047	731 127TH LN NE	STERNER, BRIAN M	1	\$4,511.20	\$4,511.20
98	63123420046	739 127TH LN NE	KARNER, DEBRA R	1	\$4,511.20	\$4,511.20
99	63123410068	825 127TH LN NE	BODE DAVID L	1	\$4,511.20	\$4,511.20
100	63123410067	833 127TH LN NE	ELHADARY, HANAA	1	\$4,511.20	\$4,511.20
101	63123410066	841 127TH LN NE	BEDNAR RUSSELL A & KATHLEEN R	1	\$4,511.20	\$4,511.20
102	63123410065	12760 TYLER ST NE	HELM, LINDA MICHELLE	1	\$4,511.20	\$4,511.20
103	63123410064	12768 TYLER ST NE	MALONE THOMAS J & LAURIE C	1	\$4,511.20	\$4,511.20
104	63123410063	12776 TYLER ST NE	ASHER, JEREMY	1	\$4,511.20	\$4,511.20
105	63123410062	12784 TYLER ST NE	AKEHURST, MARY MARTHA ALLIE	1	\$4,511.20	\$4,511.20
106	63123410061	12802 TYLER ST NE	MESCHLER GREGG E	1	\$4,511.20	\$4,511.20
107	63123410060	12810 TYLER ST NE	LONE CRAIG A & LINDA S	1	\$4,511.20	\$4,511.20
108	63123410059	12818 TYLER ST NE	ORCUTT, PAUL	1	\$4,511.20	\$4,511.20
109	63123410058	12826 TYLER ST NE	FARAJ, WEESAM	1	\$4,511.20	\$4,511.20
110	63123410057	12834 TYLER ST NE	KUNTZ JOHN D & DENISE J	1	\$4,511.20	\$4,511.20
111	63123410056	12842 TYLER ST NE	OAKVIK MICHAEL R	1	\$4,511.20	\$4,511.20
112	63123410055	12850 TYLER ST NE	TRYMUCHA-DURESKY, KIRBY	1	\$4,511.20	\$4,511.20
113	63123140018	12912 TYLER ST NE	JIRAK RIANE	1	\$4,511.20	\$4,511.20
114	63123140017	12918 TYLER ST NE	GORDON, MARC	1	\$4,511.20	\$4,511.20
115	63123140016	12926 TYLER ST NE	PANKRATZ, LAURA KAY	1	\$4,511.20	\$4,511.20
116	63123140015	12934 TYLER ST NE	BROWNING WILLIAM J & CARA C	1	\$4,511.20	\$4,511.20
117	63123140026	12931 TYLER ST NE	THOMPSON PATRICK J & LOIS M	1	\$4,511.20	\$4,511.20
118	63123140025	12925 TYLER ST NE	MORGEL HOLLY	1	\$4,511.20	\$4,511.20
119	63123140024	12919 TYLER ST NE	NASH, WILLIAM	1	\$4,511.20	\$4,511.20
120	63123140023	12913 TYLER ST NE	BERGSTROM KATHLEEN ANN	1	\$4,511.20	\$4,511.20
121	63123410108	12907 TYLER ST NE	EDLUND, PAUL H	1	\$4,511.20	\$4,511.20
122	63123410107	12901 TYLER ST NE	ONSTAD RANDY	1	\$4,511.20	\$4,511.20

123	63123410106	12857 TYLER ST NE	BRUNKOW KIRSTEN	1	\$4,511.20	\$4,511.20
124	63123410105	12849 TYLER ST NE	NURANI, SHABNIZ J	1	\$4,511.20	\$4,511.20
125	63123410104	12841 TYLER ST NE	GRAUSAM, LUKE	1	\$4,511.20	\$4,511.20
126	63123410103	12833 TYLER ST NE	MOONEY, JOHN	1	\$4,511.20	\$4,511.20
127	63123410102	12825 TYLER ST NE	BIZAL PAMELA R	1	\$4,511.20	\$4,511.20
128	63123410101	12817 TYLER ST NE	MOSS, JAROD	1	\$4,511.20	\$4,511.20
129	63123410100	12809 TYLER ST NE	GEVING, THOMAS MARVIN	1	\$4,511.20	\$4,511.20
130	63123410099	12801 TYLER ST NE	BROWN TERRY D & SYBILLA A	1	\$4,511.20	\$4,511.20
131	63123410098	12785 TYLER ST NE	ERKENS MELVIN H & MARY JANE	1	\$4,511.20	\$4,511.20
132	63123410097	12777 TYLER ST NE	STICKLER MICHAEL R & BETH E	1	\$4,511.20	\$4,511.20
133	63123410096	12769 TYLER ST NE	RRN LLC	1	\$4,511.20	\$4,511.20
134	63123410095	12761 TYLER ST NE	STORLIEN, JADY L	1	\$4,511.20	\$4,511.20
135	63123410094	12762 POLK ST NE	JORGENSEN, TOMIANNE THERESA	1	\$4,511.20	\$4,511.20
136	63123410093	12770 POLK ST NE	WAGNER, KARLA J	1	\$4,511.20	\$4,511.20
137	63123410092	12778 POLK ST NE	MEYERS MARK A & KAREN A	1	\$4,511.20	\$4,511.20
138	63123410091	12786 POLK ST NE	DAHL, SHANNON G	1	\$4,511.20	\$4,511.20
139	63123410090	12800 POLK ST NE	VANG, KIAPAO	1	\$4,511.20	\$4,511.20
140	63123410089	12808 POLK ST NE	CORDOVA, LEWIS O	1	\$4,511.20	\$4,511.20
141	63123410088	12816 POLK ST NE	VARNER VICKI M	1	\$4,511.20	\$4,511.20
142	63123410087	12824 POLK ST NE	ROTH, BARB E	1	\$4,511.20	\$4,511.20
143	63123410086	12832 POLK ST NE	JUSTUS, SCOTT B	1	\$4,511.20	\$4,511.20
144	63123410085	12840 POLK ST NE	TYKOONA WOLF PROPERTIES LLC	1	\$4,511.20	\$4,511.20
145	63123410084	12848 POLK ST NE	HUTTON, PAULA JAMINSKI	1	\$4,511.20	\$4,511.20
146	63123410083	12854 POLK ST NE	CHANDLER, CHERYL LEAH	1	\$4,511.20	\$4,511.20
147	63123410082	12862 POLK ST NE	ILACQUA, LARRY	1	\$4,511.20	\$4,511.20
148	63123410081	12870 POLK ST NE	PORTER THOMAS L & KAREN L	1	\$4,511.20	\$4,511.20
149	63123140022	12900 POLK ST NE	THAO CHEE & LEE PHENG	1	\$4,511.20	\$4,511.20
150	63123140021	12908 POLK ST NE	HIRSCHUBER, JOSHUA MATTHEW	1	\$4,511.20	\$4,511.20
151	63123140020	12916 POLK ST NE	PETERSON, NATALIE B	1	\$4,511.20	\$4,511.20
152	63123140019	12924 POLK ST NE	KRONER GREGORY G & D A	1	\$4,511.20	\$4,511.20

PROJECT 23-06
2023 STREET RECONSTRUCTIONS
PROJECT AREA 2 (131ST AVENUE - URBAN)
CITY OF BLAINE
EXHIBIT NO. 2 - SINGLE FAMILY RESIDENTIAL
PROPOSED FINAL ASSESSMENT ROLL

ASSESSMENT RATE BREAKDOWN				
CONSTRUCTION COSTS*	\$385,443	*(CONSTRUCTION COSTS DO NOT INCLUDE WATER MAIN, SANITARY SEWER, INFILTRATION CELLS, DRIVEWAY REPLACEMENT, SIDEWALK, AND LANDSCAPING/IRRIGATION COSTS)		
ADMINISTRATIVE COSTS	\$111,640			
TOTAL COST	\$497,083			
	RESIDENTIAL RATE	x 35%	TOTAL FRONT FOOTAGE	RESIDENTIAL ASSESSMENT RATE PER FRONT FOOT
ASSESSABLE COST	\$173,979	÷	6006.2 LF	= \$28.97

RESIDENTIAL PROPERTY

ASSESSMENT RATE		ASSESSABLE SINGLE FAMILY RESIDENTIAL FOOTAGE		AMOUNT ASSESSED		ASSESSABLE RESIDENTIAL LOT UNITS		ASSESSMENT RATE PER RESIDENTIAL LOT UNIT
\$28.97	X	1765.4 LF	=	\$51,143.64	÷	15	=	\$3,409.58

SPECIAL ID	PROPERTY PIN	PROPERTY ADDRESS	PROPERTY OWNER	ASSESSABLE RESIDENTIAL LOT UNITS	ASSESSMENT RATE PER RESIDENTIAL LOT UNIT	PROPOSED ASSESSMENT
5	63123110001	13100 JACKSON ST NE	ENRIQUEZ ANDERSON, AMANDA	1	\$3,409.58	\$3,409.58
6	63123110094	815 131ST AVE NE	SHRAKE J MARTIN & LAURA J	1	\$3,409.58	\$3,409.58
12	63123140034	802 131ST AVE NE	STONTZ, JOSEPH BENJAMIN	1	\$3,409.58	\$3,409.58
13	63123110095	806 131ST AVE NE	SALLEY KYLE PATRICK	1	\$3,409.58	\$3,409.58
14	63123110096	812 131ST AVE NE	SAKARIASON GALE R & L J	1	\$3,409.58	\$3,409.58
15	63123110097	818 131ST AVE NE	BRUNSELL DENNIS D & GAIL M	1	\$3,409.58	\$3,409.58
16	63123110098	824 131ST AVE NE	CICH, TIFFANY K	1	\$3,409.58	\$3,409.58
17	63123110099	830 131ST AVE NE	WICKEN JANE M	1	\$3,409.58	\$3,409.58
18	63123110100	900 131ST AVE NE	ASPLUND, ANNAMARIE E	1	\$3,409.58	\$3,409.58
19	63123110101	906 131ST AVE NE	MAYES, WILLIAM J	1	\$3,409.58	\$3,409.58
20	63123110102	912 131ST AVE NE	GROTE ROBERT S & KAY E	1	\$3,409.58	\$3,409.58
21	63123110103	918 131ST AVE NE	LEE XE V & TOU PHENG	1	\$3,409.58	\$3,409.58
22	63123110104	924 131ST AVE NE	STAVISH WILLIAM J & JEAN A	1	\$3,409.58	\$3,409.58
23	63123110105	930 131ST AVE NE	RAZOR ISABELLA MARIE	1	\$3,409.58	\$3,409.58
24	63123110106	936 131ST AVE NE	ENGEBRETSON, JANET E	1	\$3,409.58	\$3,409.58

PROJECT 23-06
2023 STREET RECONSTRUCTIONS
PROJECT AREA 2 (131ST AVENUE - URBAN)
CITY OF BLAINE
EXHIBIT NO. 3 - SINGLE FAMILY RESIDENTIAL PER FRONT FOOT
PROPOSED FINAL ASSESSMENT ROLL

ASSESSMENT RATE BREAKDOWN				
CONSTRUCTION COSTS*	\$385,443	*(CONSTRUCTION COSTS DO NOT INCLUDE WATER MAIN, SANITARY SEWER, INFILTRATION CELLS, DRIVEWAY REPLACEMENT, SIDEWALK, AND LANDSCAPING/IRRIGATION COSTS)		
ADMINISTRATIVE COSTS	\$111,640			
TOTAL COST	\$497,083			
	CHURCH RATE	x 35%	TOTAL FRONT FOOTAGE	RESIDENTIAL ASSESSMENT RATE PER FRONT FOOT
ASSESSABLE COST	\$173,979	÷	6006.2 LF	= \$28.97

RESIDENTIAL PROPERTY

ASSESSMENT RATE		ASSESSABLE SINGLE FAMILY RESIDENTIAL FOOTAGE		AMOUNT ASSESSED		RESIDENTIAL LOT FRONT FOOTAGE		RESIDENTIAL LOT FRONT FOOT
\$28.97	X	632.9 LF	=	\$18,335.11	÷	632.9	=	\$28.97

SPECIAL ID	PROPERTY PIN	PROPERTY ADDRESS	PROPERTY OWNER	ASSESSABLE RESIDENTIAL FRONT FOOTAGE	ASSESSMENT RATE PER RESIDENTIAL FRONT FOOT	PROPOSED ASSESSMENT
25	63123140002	804 131ST AVE NE	WAY OF THE CROSS CHURCH	632.9	\$28.97	\$18,335.11

PROJECT 23-06
2023 STREET RECONSTRUCTIONS
PROJECT AREA 3 (131ST AVENUE - RURAL)
CITY OF BLAINE
EXHIBIT NO. 4 - SINGLE FAMILY RESIDENTIAL - FLAT RATE
PROPOSED FINAL ASSESSMENT ROLL

ASSESSMENT RATE BREAKDOWN						
ASSESSMENT RATE PER RESIDENTIAL LOT FOR BITUMINOUS REPLACEMENT = \$1,543.00						

SPECIAL ID	PROPERTY PIN	PROPERTY ADDRESS	PROPERTY OWNER	ASSESSABLE RESIDENTIAL LOT UNITS	ASSESSMENT RATE PER RESIDENTIAL LOT UNIT	PROPOSED ASSESSMENT
1	63123120013	647 131ST AVE NE	WILSON SHIRLEY J	1	\$1,543.00	\$1,543.00
2	63123120014	713 131ST AVE NE	LANGE CORY J	1	\$1,543.00	\$1,543.00
3	63123120015	729 131ST AVE NE	SWANSON DONALD M & DIANE M	1	\$1,543.00	\$1,543.00
4	63123120012	757 131ST AVE NE	SCHMITZ, DANIEL P	1	\$1,543.00	\$1,543.00
7	63123130005	684 131ST AVE NE	GORTON DEAN R & TRUDI C	1	\$1,543.00	\$1,543.00
8	63123130101	708 131ST AVE NE	GORMAN THOMAS P & MARY	1	\$1,543.00	\$1,543.00
9	63123130003	724 131ST AVE NE	FOWLER, KAREN MARIE	1	\$1,543.00	\$1,543.00
10	63123130002	740 131ST AVE NE	TATGE, JOSHUA E	1	\$1,543.00	\$1,543.00
11	63123130023	756 131ST AVE NE	WONDERS, VIOLETTA T	1	\$1,543.00	\$1,543.00
TOTAL				9		\$13,887.00



City of Blaine

Staff Report

File Number: RES 24-160

Agenda Date	Status
September 16, 2024	
In Control	File Type
City Council	Resolution

Development Business - Sheila Sellman, City Planner

Agenda Item # 10.1

Resolution Granting a Variance to Store Semi-Trailers in a Portion of the Front Yard at 3701 85th Avenue NE. Old Dominion Freight Line (Case File No. 24-0046/EES)

Executive Summary

The applicant is requesting a variance from the requirement that outdoor storage be limited to side and rear yards to allow for front yard storage of semi trailers. The applicant is requesting this item be tabled to a date uncertain, no later than November 18, 2024 to allow for additional research into sound barrier options and effectiveness.

Background

Planning Commission (Public Hearing)	08/14/24
City Council (Variance) - Tabled	09/04/24
City Council (Variance)	09/16/24
Action Deadline	09/21/24

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

The applicant has submitted a request for an extension of up to 60 days to the agency action deadline to allow Old Dominion and their consultants to complete more research on sound barrier options and effectiveness. Since this item was tabled to a date certain of September 16, 2024, it must be on the agenda. If the City Council elects to table the application again, staff recommends tabling to an unspecified date no later than November 18, 2024 based on the request of the applicant. The option of delaying a vote to allow for more research was discussed at the neighborhood meeting held by staff on September 10, 2024, and residents were supportive of a delay to allow for more research on the effectiveness of a soundwall.

This application was tabled at the September 4, 2024 City Council meeting to allow staff to meet with

the applicant and residents. Staff coordinated a meeting with the residents and applicants on September 10, 2024. Additional information will be provided prior to the meeting with the outcome of that meeting and any changes to the applicant's request.

Zoning

The property is zoned Heavy Industrial (I-2A). The I-2A zoning differs from the I-2 district by allowing for truck terminals and outside parking of trucks exceeding the number of dock doors, both of which are prohibited in all other districts.

Surrounding Zoning and Uses

The property is adjacent to other heavy industrial properties to the west and north, and one single family and several townhome residential properties to the east (R-1 and R-3B). The property across 85th Avenue is an office use in Shoreview.

Existing Conditions

There is an existing truck terminal on the site.

History

The property was occupied by Consolidated Freight as a truck terminal starting in 1979. The property was vacated around 2000. In 2004, Old Dominion applied for and received a Conditional Use Permit (CUP) for a truck terminal. Since the property had been vacant for over a year, any previous approvals to operate a truck terminal or legal nonconforming status were void. The 2004 CUP required a variety of site improvements to screen the property from the neighboring residential properties and from the traveling public on 85th Avenue.

The applicant reconstructed the pavement on most of the site in 2022. Modifications were made to some of the fencing on site without a permit. Following a complaint near the end of 2023, code enforcement action was initiated for violation of some of the CUP conditions and for parking/storing of trucks/semi-trailers in the front yard, which is prohibited by the I-2A standards. The applicant received a CUP amendment earlier this year to modify the fencing requirements that would allow for their preferred fencing configuration. That amendment did not allow for truck storage in the front yard. The applicant is now requesting a variance from the requirement that outside storage be located in the side or rear yard.

The subject property was zoned I-1, Light Industrial in 1979, I-2 Heavy Industrial in 1990 and I-2A Heavy Industrial in 1990. The single family home to the east of the subject site was zoned I-1, light industrial in 1979, R-1 single family residential in 1986, I-1 light industrial in 1990 and R-1 single family in 1994. The townhomes to the east of the subject site were zoned I-1, light industrial in 1979, and R-3B, medium density multi-family in 1986.

Original Staff Report Evaluation of Request

Code Requirement

The code specifies that outside storage in the I-2A district be limited to the side and rear yards. The applicant is requesting a variance from that requirement to store semi trailers in the front yard.

Site Plan

The site features a large truck terminal and truck yard as well as a smaller building located near the rear of the lot. The front yard is considered all area between the front property line and the front face of the building. Within the front yard there are three sections:

- Area A: the area between the front wall of the truck terminal and the historic passenger vehicle parking area. This area starts 190 feet from the front property line. Trailer storage consistently occurred under the previous occupants. While under the code as written in 2004, storage was not permitted in this area, it was part of the fenced truck yard and storage occurred in this area since the property was occupied by Old Dominion in 2004. Storage is not allowed in this area.
- Area B: the portion of the historic passenger vehicle parking area located west of the entry driveway. The storage in this area currently starts approximately 60 feet back from the front property line and is approximately 28,000 sf in area. Storage has not historically occurred in this area and is not allowed in this area.
- Area C: the portion of the historic passenger vehicle parking area located east of the entry driveway. Storage in this area currently occurs throughout the fenced area which extends to the edge of the parking lot, approximately 25 feet from the front lot line. Storage has not historically occurred in this area and is not allowed in this area.

Architecture

Modifications were made to the main building in 2004, as required by the CUP.

Landscaping

The applicant is proposing to install additional conifer trees on the east side of the south parking lot. No tree removal is proposed.

Grading/Storm Drainage

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

Utilities

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

Wetlands/Watershed/FEMA

There are no wetlands or FEMA floodplain on the existing site. A Coon Creek Watershed District review is not required.

Access/Street Design/Sidewalks/Trails

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

Easements/Right-of-way/Permits

The developer will need to obtain 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.

Variances (Section 27.06)

Following the Planning Commission meeting, the applicant provided a supplemental narrative and a site plan showing installation on a 16-foot-high sound wall along the portion of the eastern property line south of a large pond. The original variance analysis is provided, with notes based on the additional information added in italics.

(a) Criteria for granting variances. A variance to the provision of the zoning ordinance may be issued by the City Council to provide relief to the land owner in those cases where the ordinance imposes practical difficulty on the property owner in the use of his land. No use variances may be issued.

(1) Variances shall only be permitted:

(a) When they are in harmony with the general purposes and intent of the ordinance

Front yard storage, particularly when on a heavily trafficked road and next to residential property, is generally not consistent with the purposes of the zoning code to provide for compatible and appropriate use of land throughout the City of Blaine and to conserve the attractiveness of Blaine. Well screened storage with an excessive setback may be considered to be consistent with this purpose. *The installation of a sound wall would improve the compatibility of the truck terminal use, including the intensification of that use, with the neighboring residential properties. It would not improve the attractiveness to the traveling public.*

(b) When the variances are consistent with the comprehensive plan.

The variance would be consistent with the comprehensive plan.

(2) Variances may be granted when the applicant for the variances establishes that there are practical difficulties in complying with the zoning. Practical difficulties, as used in connection with the granting of a variance, means that:

(a) The property owner proposes to use the property in a reasonable manner not permitted by the zoning code.

The property was effectively used as a truck terminal for many years without utilizing the first 190 feet of the front yard for truck or trailer storage. Since the property has an oversized front yard that could be used for storage when built, and storage is set back 190 feet from the property line, staff considers storage in Area A to meet this criterion.

Storage in Area B may or may not meet this criterion. The terminal was effectively operated without this area for many years, it is visible to the traveling public, and allowing storage in this area represents an intensification of the use, which may create additional conflict with the nearby residential uses. The storage area is adjacent to other I-2A zoned parcels, and the proposed storage is setback 60 feet from the front property line, which exceeds the front yard building setback by 20 feet. Therefore, a relatively small amount of storage (28,000 sf or 1.5% of the subject property) near the road may or may not be considered reasonable.

Storage area C is adjacent to existing residential property and is more visible to the traveling public and therefore storage in that area is not reasonable.

The addition of a sound wall would increase the reasonableness of increased trailer storage next to a residential property.

The applicant argues that the use of the southern 190 feet of the property (areas B and C) for passenger vehicle parking is unsafe due to the distance between the front parking area and the building entrance. Concerns with the distance include conflict between pedestrian and truck traffic and icy conditions.

The applicant also notes that trailer parking is a permitted use elsewhere on the property, which is incorrect. Tractor/trailers parked on site are not considered outside storage when they are limited to one tractor/trailer per dock or bay door. Regardless of the location on site, any trailers exceeding the number of dock doors are considered outside storage.

(b) The plight of the landowner is due to circumstances unique to the property not created by the land owner.

The applicant cites that the property is unique due to the building being setback 320 feet from the front property line, rather than the minimum required 40 feet, and if the building were located at the 40-foot setback, all areas proposed for trailer storage would be considered side yard. At the time the building was constructed, there was not a requirement that storage be located in side or rear yards (any legal nonconformity lapsed due to the property sitting vacant for several years). The front, side, and rear yards are based on the location of the principal structure. So, for all or part of areas B and C to be considered side yard, a principal structure would need to be located at that distance from the front line. Therefore, most of that storage area would be consumed by the principal structure. Storage in areas A and B meet this requirement. Storage in area C does not meet this requirement since that area, would need to be used for the building to make other areas on the site acceptable for outside storage.

(c) The variance, if granted will not alter the essential character of the locality.

The subject property and the properties to the west are industrial in nature. Limiting outside storage to the side or rear of the principal building minimizes the appearance of that outside storage and allowing it in the front yard, particularly the front 190 feet that has historically been used for employee parking, may alter the essential character of the locality. The applicant received a CUP for a ten-foot fence in the front yard, which would provide screening of trucks, however the trucks would remain visible over the fences, and the increase in truck storage would contribute to increased noise and vibration. Storage in Area A and Area B meet this criteria, however, storage in Area C, intensifies an industrial use adjacent to a residential use, changing the essential character.

The applicant identified other heavy industrial users in the vicinity with front yard outside storage, arguing that front yard storage would not alter the essential character of the locality. While the two referenced sites do have legal nonconforming front yard storage, in both cases the storage is substantially smaller than the amount of storage being requested. True North Steel has approximately 6,000 square feet of front yard storage and T Force Freight typically has five trailers docked at the dock doors on the front side of the main terminal building, which is behind the face of the smaller southern terminal.

(d) Economic considerations alone do not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems.

The applicant has stated that the variance is not for economic reasons, stating that short-term trailer parking is needed as freight is loaded and unloaded. The expansion of trailer parking into Area B and Area C increases the capacity of the terminal, by allowing for more trailers to be staged at any given time, which would yield an economic benefit.

(e) The variance requested is the minimum variance which would alleviate the unique circumstances.

The applicant states the minimum variance was requested. The applicant has not provided an

explanation as to why a smaller expansion of truck staging would not effectively mitigate the unique circumstance of an excessive front yard setback.

The applicant states that the requested storage is the minimum amount of storage necessary for normal operations. The narrative does not address why the applicant was able to operate the terminal from 2004-2022 without using the front area for storage and is no longer able to. Note that the front area was not used for passenger vehicle parking during that time.

Attachment List:

Zoning and Location Map
Storage Area Exhibit
Applicant Variance Narrative
Staff Variance Analysis by Area
Public Comments
Unapproved PC Minutes 8/14/24
Additional Variance Analysis
Revised Site Plan
Historic Aerial Photos
Neighborhood Meeting Summary
Extension Request and Additional Narrative

Strategic Plan Relationship

Not applicable.

Board/Commission Review

The Planning Commission voted unanimously to approve the variance to allow storage of trailers 190 feet or more behind the front property line and to not approve storage of trailers within the first 190 feet of the property.

Four residents spoke at the public hearing. The meeting minutes are attached for reference on the public hearing comments. Written comments submitted for the record are attached.

Financial Impact

Not applicable.

Public Outreach/Input

Notices of a public hearing were:

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

A neighborhood meeting was held by staff at the direction of the City Council on September 10, 2024. A summary of that meeting is attached.

Staff Recommendation

Staff recommends tabling this item to a date uncertain, no later than November 18 to allow for further research and discussion of sound barrier options and effectiveness.

Attachment List

1. Attachments
2. Unapproved PC Minutes 081424
3. Public Comments
4. Additional Variance Narrative and Site Plan
5. Historic Aerial Photos
6. Neighborhood Meeting Summary
7. Extension Request and Additional Information



City of Blaine

Signature Copy

Resolution: RES 24-160

Resolution Granting a Variance to Store Semi-Trailers in a Portion of the Front Yard at 3701 85th Avenue NE. Old Dominion Freight Line (Case File No. 24-0046/EES)

WHEREAS, an application has been filed by Old Dominion Freight Line Inc., as Case File No. 24-0046 for a variance to store semi-trailers in the front yard; and

WHEREAS, said case involves the land described as follows:

UNPLATTED CITY OF BLAINE THAT PART OF THE SE1/4 OF SW1/4 & TH PRT OF THE NE1/4 OF SW1/4 OF SEC 35 31 23 ANOKA CNTY, MN DESC AS FOL, BEG AT THE SE COR OF SD SE1/4 OF SW1/4 TH WLY ALG S LINE OF SD SW1/4 800 FT TH NLY PRLL/W THE W LINE OF SD SE1/4 OF SW1/4 TO ITS INTER /W A LINE PRLL/W & A DIST 350 FT SLY OF THE N LINE OF SD NE1/4 OF SW1/4 SD 350 FT MEAS ALG THE E LINE OF SD NE1/4 OF SW1/4 TH ELY ALG SD PRLL LINE TO THE SD E LINE TH SLY ALG SD E LINE TO THE POB; EX RD; SUBJ TO EASE OF REC

WHEREAS, a public hearing has been held by the Blaine Planning Commission on August 14, 2024, and the Planning Commission recommends approval of a variance to allow storage in the front yard, limited to the portion of the front yard that is at least 190 feet north of the front property line; and

WHEREAS, the Blaine City Council has reviewed said case on September 4 and September 16, 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine that the requested variance for trailer storage in the entire front yard is hereby denied per Sections 27.06 and 31.39 (a) of the Zoning Ordinance to store semi-trailers in the front yard, with the following findings:

1. The property is already operating as a truck terminal and was operated from 2006-2022 without use of the southern 190 feet of the property for passenger vehicle or trailer storage. The requested variance is not necessary to operate the property in a reasonable manner. The variance would allow the applicant to expand current operations without changing the use. Thus, the proposed variance is not reasonably necessary.
2. Applicant purchased the property in its current condition with the main building set back leaving the large front area, with all restrictions as applicable to front yards. There is room on the front and back where the applicant is able to park and store trucks, which applicant has done for several years during operation. Applicant's request to now park and store trucks on the front yard is a circumstance of applicants own creation based on applicants desire to place and store trucks in that area when applicant still has the ability to place and store trucks in the sides and back of the property.
3. The requested variance to park and store trucks and trailers in the front of the property would alter the essential character of the locality. Though the property is already an industrial operation, the property is restricted from storing items in the front yard so to maintain aesthetics without

cluttering the front yards. If variance is granted applicant will be allowed to store on the front property, which will alter the essential character of the locality as no other nearby properties have more than 6,000 square feet of front yard storage.

BE IT FURTHER RESOLVED by the City Council of the City of Blaine that an alternative variance for parking in that portion of the front yard greater than 190 feet north of the southern property line is hereby approved per Sections 27.06 and 31.39 (a) of the Zoning Ordinance to store semi-trailers in the front yard, with the following findings:

1. Storage in the front yard, meeting a 190-foot setback from the southern property line, does not alter the essential character of the surrounding area due to limited visibility from 85th Avenue achieved by the greater setback and proximity to the terminal building, which provides a point of visual focus.
2. Storage in the front yard, meeting a 190-foot setback, is reasonable since the subject area was consistently and legally used by the previous occupant, Consolidated Freight, and would remain legal nonconforming if the terminal had not be vacant for over a year between Consolidated Freight's occupancy and Old Dominion's occupancy.
3. The terminal was constructed when use of the subject area was legal for trailer storage and the layout of the terminal, yard, and fencing supported the use of this area for trailer storage, resulting in unique circumstances not caused by the current owner.

And subject to the following conditions:

1. Storage of trailers may not occur within the southern 190 feet of the property and any existing storage in that portion of the property shall cease by October 31, 2024.
2. Chain link fencing enclosing storage areas within 190 feet of the southern property line shall be installed to enclose only the storage greater than 190 feet from the property line and signage shall be installed stating that no trailer storage shall occur in the area closer than 190 feet to the front property line. Remaining fencing shall be removed and signage shall be installed no later than November 15, 2024.
3. A public address system, or other amplification system may not be used at the terminal at any time.

PASSED by the City Council of the City of Blaine this 16th day of September 2024.

PUBLIC NOTIFICATION LINE

Project Location

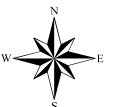
AUSTIN PARK
R-1



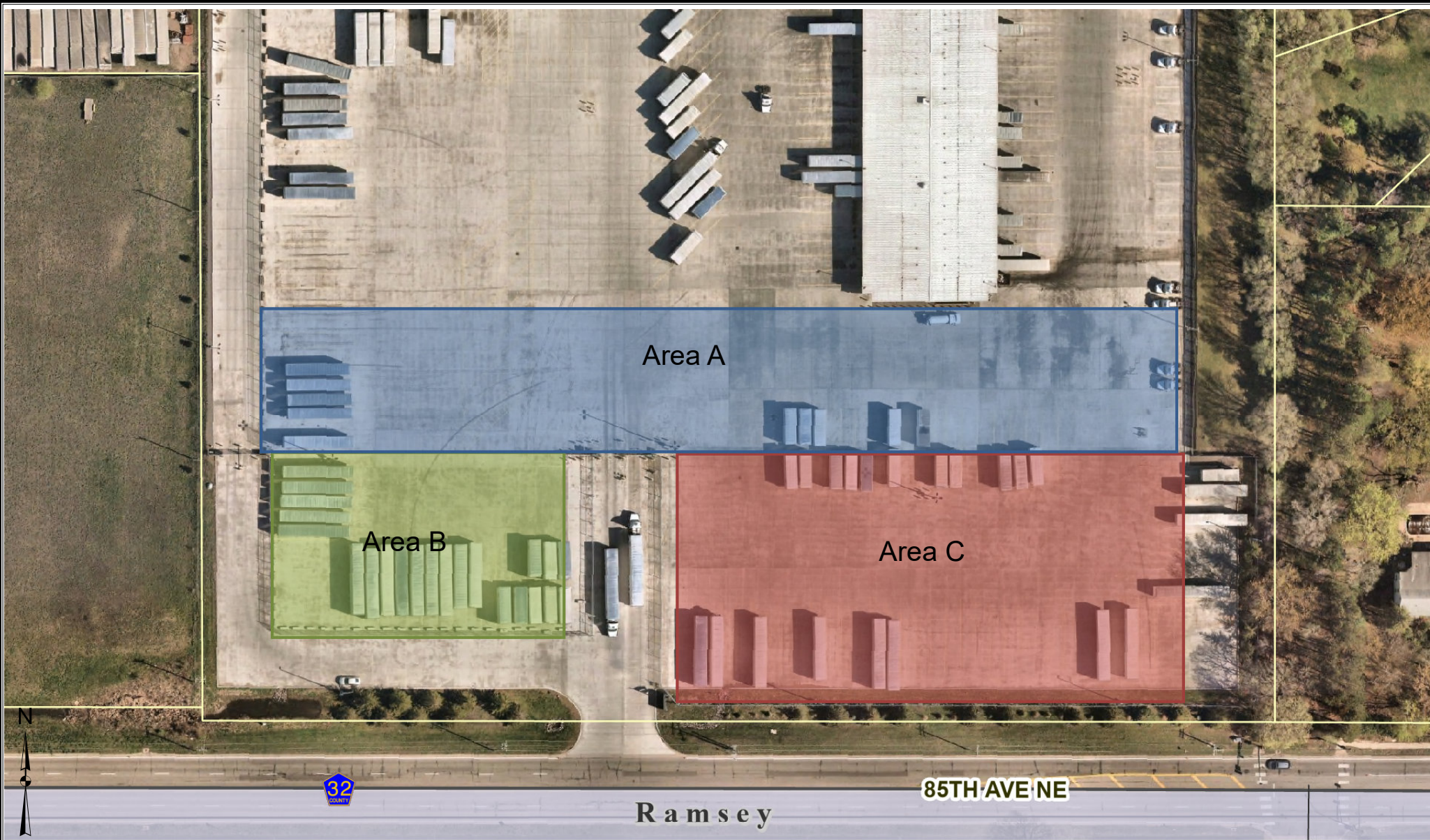
BlaineMN.gov

Case File No. 24-0046 Old Dominion Freight Line

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



Old Dominion Trailer Storage Areas



Parcel Information:

35-31-23-34-0001
3701 85TH AVE NE
BLAINE
MN 55126

Approx. Acres: 41.59

Plat:

Commissioner: JEFF REINERT

Owner Information:

OLD DOMINION FREIGHT LINE INC
500 OLD DOMINION WAY
THOMASVILLE
NC
27360

Anoka County GIS

1:1,200

Date: 7/22/2024

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Statement in Support of Variance Application of Old Dominion Freight Line, Inc.

Old Dominion is applying for a variance to allow Old Dominion to use the existing paved parking area in the front yard, between the existing building and the right-of-way of 85th Avenue NE, for short term parking of semitrailers, with or without tractors, to facilitate loading and unloading. Planning staff considers parking of a semitrailer without a tractor to be “outdoor storage,” which is not allowed in a front yard of any use.

1. The property owner proposes to use the property in a reasonable manner not permitted by the zoning code.

The variance will allow the property owner to use the property in a reasonable manner for efficient operation of the existing truck terminal.

The City of Blaine granted Old Dominion Freight Line, Inc., the property owner, a conditional use permit to improve and use the property as a truck terminal, in 2004 as Resolution No. 04-209 (the “2004 CUP”). The 2004 CUP describes the paved area in the front yard as a “parking lot.” Old Dominion has been using, and wishes to continue using, the paved front yard for short term parking of semitrailers. Old Dominion moves trailers in and out of the front yard throughout the day. On occasion, Old Dominion will park empty trailers in the front yard overnight, but does not intend to use the front yard, or any portion of the property for longer term storage of trailers.

Old Dominion does not have any other practical use for the front yard parking lot. Old Dominion has safety concerns about using the parking area for employee parking, due to the long walk through the truck dock area to the building. These concerns are amplified during winter months given minimal daylight hours and potential icy conditions. Accordingly, Old Dominion accommodates employee parking elsewhere in the property.

2. The plight of the landowner is due to circumstances unique to the property not created by the landowner

The existing building, constructed by a previous owner, is setback approximately 320 feet from the 38th Avenue NE right-of-way, which is 280 feet more than the 40-foot front building setback required in the I-2A district. Further, given the location of the building and loading area on the relatively narrow lot, Old Dominion cannot accommodate short term parking for trailers in the side or rear yards.

Aside from the “plight” created by the unusually large front yard setback and narrow lot, Old Dominion asks the City to consider that the proposed trailer parking area is not actually within the required front yard, but in fact occupies an area that could be used for enclosed construction.

3. The variance, if granted, will not alter the essential character of the locality.

The overall use of the site as a truck terminal is consistent with the essential character of the locality, and will remain unchanged if the City grants the variance. That use is permitted in the I-2A Heavy Industrial District, subject to the 2004 CUP. Old Dominion is also seeking a CUP to install an 8’ tall solid fence along 85th Ave NE to provide additional screening from the Right-Of-Way. Further, there are similar uses in the surrounding area, including uses with truck and trailer

parking in the front yards. Accordingly, granting the variance for semitrailer parking in the front yard will be consistent with, and will not alter, the essential character of the locality.

Again, we ask the City to consider that the front yard parking lot is setback more than the code requires. Further, if the City grants the conditional use permit for an eight-foot high opaque fence, the front yard parking area will not be visible from 85th Avenue NE.

4. Economic considerations alone do not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems.

Old Dominion is not seeking the variance for economic reasons. Freight operations require short term parking for semitrailers as freight is loaded and unloaded. The side yards are not available due to the configuration of the lot and existing space between the building and existing wetlands and drainage ways in the rear yard limit use of that area for an additional parking area.

5. The variance requested is the minimum variance which would alleviate the unique circumstances.

Old Dominion is seeking a variance for use of the existing paved portion of the front yard. Old Dominion is not seeking a variance for more parking space than it requires for normal operations.

Area A

- ▶ Between front wall of terminal and the historic passenger vehicle parking area
- ▶ Consistent, legal use of this area by previous occupant
- ▶ Set back 190 ft from right of way, limiting visual impact
- ▶ Meets variance criteria:
 - ▶ Harmony with intent of code
 - ▶ Far from road
 - ▶ Reasonable use
 - ▶ Historically used, no other reasonable use
 - ▶ Due to unique circumstances not caused by owner (unusually large building setback)
 - ▶ Does not change essential character
 - ▶ Minimally visible to traveling public, if at all



Area B

- ▶ Portion of front parking area between drive aisle and western property line (shared with another I-2A property)
- ▶ Set back 60 ft from right of way, limiting visual impact

May meet variance criteria:

- ▶ Harmony with intent of code
 - ▶ May or may not provide for compatible land use
- ▶ Reasonable use
 - ▶ Terminal was operated without storage in this area but would be side yard if a principal structure was located on the south east portion of the site
- ▶ Due to unique circumstances not caused by owner (unusually large building setback)
- ▶ Does not change essential character
 - ▶ Would be visible to the traveling public, may intensify noise and vibration concerns, is adjacent to other industrial uses, 1.5% of the total site



Area C

- ▶ Portion of front parking area between drive aisle and western property line (shared with another I-2A property)

- ▶ Set back 60 ft from right of way, limiting visual impact, applicant is proposing to remove the

Does not meet variance criteria:

- ▶ Harmony with intent of code
 - ▶ Does not provide for compatible land use or maintain attractiveness of the city
- ▶ Reasonable use
 - ▶ Terminal was operated without storage in this area, is adjacent to residential
- ▶ Due to unique circumstances not caused by owner (unusually large building setback)
 - ▶ To allow for Area B to be side yard, a building would need to be located in Area C, large enough to be principal structure
- ▶ Does not change essential character
 - ▶ Would be visible to the traveling public, is adjacent to residential, may intensify noise and vibration concerns





City of Blaine

Planning Commission

August 14, 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 Wednesday, August 14, 2024. Chair Goracke called the meeting to order at 7:00PM.

2. Roll Call

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

Members Absent: Commission Member Olson and Chair Goracke.

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

4. Public Hearing

- 4.1.** 2024-315 Case File No. 24-0046 // Old Dominion Freight Line // 3701 85th Avenue NE
The applicant is requesting a variance to store semi-trailers in the front yard.
Sponsors: Elizabeth Showalter, Community Development Specialist

The report to the planning commission was presented by Elizabeth Showalter, Community Development Specialist. The public hearing for Case File 24-0046 was opened at 7:10PM.

Gary Schutta, 3801 85th Avenue NE, explained he lived adjacent to Old Dominion and would be most affected by the proposed variance. He explained he submitted a two page comment letter to the commission prior to this meeting. He indicated it appears these trailers are being innocently parked on the lot, but they do not get there without being pushed and pulled back and forth 24 hours a day seven days a week. He stated the beeping, crashing and honking echoes across the new cement slab and impacts the adjacent neighborhood. He anticipated more than 100 homes were being impacted by this business by noise. He

indicated when the trailers are dropped they shake his home and it was very disturbing. He explained the police department has better things to do than respond to continual noise complaints from this property. He did not believe any of the planning commissioners would enjoy living next to this business. He requested the commission deny the variance request.

Judy McGovern, 3824 86th Avenue NE, stated she lived directly behind Old Dominion. She explained she had the same concerns as Mr. Schutta with Old Dominion. She indicated the vibrating trucks, banging and noise is a constant from the Old Dominion property. She reported this was very disruptive to the neighborhood. She noted she has written a couple of letters to the city regarding her concerns. She explained her property value was 39% less than her neighbors because her home was adjacent to a commercial property. She asked that Old Dominion build a higher fence to assist with buffering the noise. She questioned why Old Dominion kept requesting variances after the work had already been done. She did not believe it was right for Old Dominion to keep getting more and more because the impact on the neighbors was too great. She asked that the City of Blaine not approve any further variances for Old Dominion.

Lisa Peterson, 8521 Xebec Street NE, explained she sent a letter to the city. She reported she has been seriously impacted by the noise coming from the Old Dominion property, which included banging, honking, phone dialing, and announcements over the PA. She indicated she has to sleep with a fan on every night, even in the winter, to buffer the noise. She commented on how Old Dominion has increased their noise level and number of trucks since their operation began. She discussed how Old Dominion built a chain link fence with barbed wire at the top without a variance. She understood the city council approved this fence after the fact and that the only penalty was that Old Dominion had to pay the application fee twice. She expressed frustration with the fact more homeowners were not notified of this public hearing. She discussed Old Dominion was now parking trucks closer to homes and had requested another variance. She stated this variance would be detrimental to the adjacent homes and requested the planning commission deny this request.

Vice Chair Halpern thanked the neighbors who had sent in letters voicing their concerns to the planning commission.

The public hearing was closed at 7:23PM.

Vice Chair Halpern requested staff speak to the city's requirements regarding the notification area for this variance request.

Community Development Specialist Showalter explained city code requires staff to notify residents living within 350 feet of a property. She reported city staff elected to post a sign regarding the public hearing on the Old Dominion property as well.

Commissioner Deonauth asked if the applicant was in attendance to address the concerns that have been voiced by the neighbors.

Jim Bailey, consultant for Old Dominion, discussed the CUP approvals he received for the fencing and parking improvements. He reported the fencing along 85th was encroaching and the CUP brought the fence into compliance with setbacks. In addition, removing the small area of concrete in Area C with a berm created a 10 foot screening fence. He explained Old

Dominion was working to be a good neighbor and was trying to alleviate some of the noise concerns.

Kevin Davidson, Director of Real Estate for Old Dominion, introduced himself to the planning commission. He stated Old Dominion wanted to be a good neighbor. He explained he appreciated the neighbor's comments. He discussed how his business has grown as Blaine has grown. He commented on how employee parking has shifted on the site and noted he has done his best to eliminate and reduce noise on the site. He reported Areas A, B and C were critical to his operations.

Commissioner Homan asked if a barrier or taller fence could be built to further buffer the property from the neighbors. Mr. Davidson explained the wooden fence was put in place to address this concern and stated he did not believe he could build a taller fence.

Vice Chair Halpern encouraged Old Dominion to speak with city staff regarding fence height requirements.

Commissioner Gorzycki stated Area C does not have a building on it, noting this would provide a decent noise blocker or buffer from the adjacent neighborhood. He indicated without a Building on Area C, Area B would be generating a great deal of noise for the neighbors.

Motion by Commissioner Gorzycki to recommend approval of Planning Case 24-0046 approval of a variance to allow storage of semi-trailers in the front yard meeting a 190-foot setback based on the following rationale:

Case 24-0046:

- 1. Storage area A was legally used by the prior occupant of the truck terminal (Consolidated Freight) and could still be used for trailer storage legally, if the use had not lapsed for a year between Consolidated Freight occupancy and Old Dominion occupancy.**
- 2. Storage area A is set back 190 feet from the road right of way, limiting visual impact to the traveling public.**
- 3. While the area between 40 and 190 feet from the right of way could be front yard if the building were located at the front setback line, the appearance of the trailers would be mitigated by the building which provides a point of visual focus and some screening.**
- 4. Storage area A has no other reasonable use given the proximity to the truck terminal.**
- 5. Storage in areas B and C is not in harmony with the intent of the zoning code and would change the essential character of the area.**

And subject to the following conditions:

- 1. Chain link fencing enclosing storage areas B and C shall be relocated to enclose only storage area A and signage shall be installed stating that no trailer storage shall occur in the area closer than 190 feet to the front property line.**

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

Vice Chair Halpern noted this would be on the agenda of the September 4, 2024 city council meeting.

Gary Schutta
3801 85th Ave NE.
Blaine, (Shoreview for mailing) MN. 55126
RE: Old Dominion Trucking Co. CUP

8/3/2024

I have lived at my Home at 3801 85th Ave NE in Blaine for over 40 years. In that time there has been a Commercial Trucking Company next store. Over the years there has been the usual noise you would expect from a trucking operation. Most of this noise was tolerable. A few years ago, Old Dominion Trucking took over the property. Their operation started up slowly but started to become more of an annoyance as time passed.

Recently the front parking lot was re-constructed. I had called the Blaine City Offices and questioned what was going on. I talked with the City Planner, City Engineer, City Inspection Dept and the City Council Member at that time. I was told Old Dominion was only replacing the Parking lots & Driveways and there was no expansion of the operation past the then front fence.

I expected some noise during the re-construction of their parking lot. Apparently, they needed to compact the soil before installing the cement. The extreme amount of vibration & shaking from this I did not expect. At the time I did not fully realize the amount of damage all the vibration & shaking has done to my home & property. I have an older home that had cracks in the plaster walls that I have repaired over the years when they were repainted. I now have new cracks throughout my home and unusual settlement of the whole home & garage. Several doors now swing open or close on their own. I have new cracks in the basement & garage floors. The garage appears to have settled away from the house. All the outside cement sidewalks & steps have settled & cracked. The pool apron has settled away from the pool edge. The pool panels have cracked, and the pool water had dropped 18" overnight from the vibration & shaking during their soil compacting. Now even with some repairs it no longer will hold water without being continuously refilled.

Old Dominion was supposedly only replacing the Parking lots & Driveways and there was no expansion of the operation past the then front fence. Shortly after the new cement was installed trailers were moved forward past their fence to the street. Now it appears that Old Dominion is applying for a Conditional Use Permit to park trailers in that front lot. These trailers appear to be innocently, quietly parked in this front lot, but they are constantly being moved around. The noise from the truck engines racing, trailers being dropped shake my house. My bedroom window is less than 75 feet from the East parking lot edge. These bangs & crashes, truck backup beeping wake us up at night 24/7. The new lights added to the lot shine in through my windows and their echoing of their PA system in the middle of the night is uncalled for.

I can't sit outside during the summer without enduring all the noise with the added smell of Diesel exhaust. The addition of the new cement lot echoes and intensifies the noise.

There isn't anyone that would be happy to live at a location with all this noise. I recently had a conversation with the Rice Creek Park Homeowners Association (my next store neighbors) about increased noise. They asked me to make their concerns also known about the noise problem. The expansion of the trailers parking increases the excessive noise that just isn't affecting the adjoining properties but the whole neighborhood of over 200 nearby residences.

Adding 8' & 10' fencing, 4' tall berms & 6' trees is all nice to improve the exterior appearance of the property, but it does not help the extreme increased annoyance of noise to the community.

When I bought this property, it was zoned light Industrial, planned to be a buffer between the residential & commercial properties. A few years after I purchased the property the zoning was changed by the City to residential. I was unsuccessful in fighting off this change. The County appraiser has recently devalued my property because of its being next to an undesirable noisy location.

The City Planners allowing this expansion of Old Dominion's operation next to my home and others has devalued our homes and made them less attractive at a reasonable market price. My home should be torn down and replaced with a small office or similar type business to help buffer the noisy, smelly trucking company. Now with the zoning change of my property that is not an option.

Old Dominion has a major noise problem that is affecting the whole neighborhood. Allowing them to expand adding more areas for trailers to park is just going to make it worse. I can no longer enjoy my home without a noisy reminder from a bang, clunk or beep from my neighbor to the West.

This variance will affect my home more than any others. I strongly recommend not approving any expansion of Old Dominions trucking operation and formerly make a complaint about the noise and shaking felt from Old Dominions Trucking Operation.

Gary Schutta
612-247-8594



From: [JUDITH MCGOVERN](#)
To: [Planning](#)
Subject: Fwd: Homeowners vs Trucking Company with City Hall
Date: Monday, August 12, 2024 8:06:33 PM

From: Rice Creek Park HOA <RiceCreekParkHOA@gmail.com>

Date: August 12, 2024 at 5:48:29 PM CDT

To: undisclosed-recipients;

Subject: Homeowners vs Trucking Company with City Hall

To all Homeowners:

I'm writing this on behalf of the homeowners in this association that are tired of the excessive noise by the trucking company which has increased over the last couple years.

Consolidated Freightway was a small trucking company that was there for several years, they caused no problems and very little noise. When they went out of business we had silence for a few years. That ended when Old Dominion took over the property. The noise from Old Dominion has increased to 24 hours a day with the trucks dropping the rear end to unload the content, they play very loud music and carry on with loud conversation at all hours. When they load the trucks, they close it with two extremely loud bangs. This noise wakes me from a sound sleep quite often. After several complaints, the music stopped but the loud conversations and loud banging from the trucks did not stop or lighten up.

When COVID hit, Old Dominion decided to make a long driveway in the back which was followed with more trucks, drilling, dust, smells, over the course of a year. I wasn't able to sit on my deck or entertain friends because of the noise. My kitchen and dining area shook and vibrated daily from the heavy equipment driving up and down behind my property. It was awful. I decided it was time to contact City Hall and complain. A supervisor came and sat on my deck with me; he agreed that it was terrible. He indicated that the City Council signed an agreement with the trucking company years ago; therefore, nothing could be done!

Old Dominion is now a major hub for trucks throughout the USA. They continue to expand on variances for more projects which significantly increases the noise level in our neighborhood. A fence was built without a variance and now they plan to park more trucks in the area. This will cause more noise to our homeowner association and surrounding neighborhoods.

Blaine City Hall is holding a meeting on Wednesday, August 14th at 700PM regarding this issue. We strongly encourage you to submit any written comments and/or join us at the meeting.

HOW TO PARTICIPATE:

1. Review the submitted plans at [BlaineMN.gov/PCItems](https://blainemn.gov/PCItems). Staff reports will be available at [BlaineMN.gov/Agendas](https://blainemn.gov/Agendas) three days prior to the meeting.
2. Contact the Planning Department with any questions at 763-785-6180 or Planning@BlaineMN.gov.
3. Attend the public hearing and provide your comments!
4. Submit written comments via email to Planning@BlaineMN.gov or mail to Planning Department, 10801 Town Square Drive NE, Blaine, MN 55449. Written comments must be received no later than 12 noon on Tuesday August 13 to be shared with the Planning Commission. Unsigned or anonymous comments will not be accepted.

You can also contact the City of Blaine, Elizabeth Showalter, Office 763-717-275; Cell 612-615-5745.
E-Mail: BlaineMn.gov.

Thank you for taking the time to read this notice. Your help would be appreciated if you could join in any way to draw attention to the issues this trucking firm is causing for homeowners.

Judy McGovern

3824 86 Ave NE, Circle Pines, Mn 55014

From: [Lisa Email](#)
To: [Planning](#)
Cc: ["JUDITH MCGOVERN"; prospectmn@aol.com](#)
Subject: Old Dominion Trucking Company Variance
Date: Monday, August 12, 2024 8:09:53 PM

Dear Blaine Planning Commission,

I live off of Xebec St.NE , the first street east of Old Dominion Trucking Company.

I have been seriously impacted by the noise from this company.

I hear constant banging, honking, phone dialing and announcements over the PA.

I have to sleep with a fan on every night, even in the winter to try to buffer the noise.

When I moved into my home the previous trucking company had gone out of business and the neighborhood was peaceful.

Once Old Dominion Trucking Company moved in they were very loud and they kept adding more and more trucks. It appears that they have become a hub.

I was driving past Old Dominion and it looked like they were moving the fence forward.

I know that after contacting the City of Blaine that there was a set back and that they were not allowed to move the fence forward.

I contacted the City and Ben Stream (The Senior Building Inspector) came out and checked to see what Old Dominion was doing.

They assured him that they were only replacing parking lots and driveways and that the fence would not be moved.

Ben Stream then contacted me and assured me that the fence would not be moved.

Fast forward several months and I saw that Old Dominion had moved the fence forward, it was a chain link fence with barbed wire on the top, unlike the previous tasteful wooden fence.

It now looked like I was living next to a prison yard.

I called the city of Blaine only to find out that Old Dominion built the fence without a variance, then they applied for a variance that was voted on and granted.

The only penalty being that the company had to pay the application fee twice.

I was very upset. Then I noticed that they were now parking a large group of trucks in the front set back area. I contacted the city and was told that Old Dominion had applied for another variance, and was allowed to park there until the variance went before the city council.

Old Dominion is right next to a residential area.

More parking space up front means more trucks and more noise.

Please do not grant this variance.

Sincerely,

Lisa Peterson

8521 Xebec St. NE

From: [Renee Kaulfuss](#)
To: [Planning](#)
Subject: Old Dominion
Date: Wednesday, August 14, 2024 11:50:42 AM

Hi I'd like to submit my comments before the meeting tonight as I cannot attend.

I have called the police on the noise. We have lived here 14 years and the noise really takes away from our quality of life. As I sit here in my living room with the window open I can hear the trucks slamming doors. I can hear someone talking over a loudspeaker. You just can't have your windows open and get any peace and quiet. I think that is the most upsetting to me that in the spring, fall and sometimes in the winter, I enjoy having the windows open, but there's just too much noise.

The police can't do anything about the noise I know in the past I've had an officer stand out here and listen with their noise meter and they've gone over and talked to whoever was working at the time but nothing stays the same. It's just always noisy.

Sometimes when I do have the window open, I have two cats and when they're slamming those doors on the back of the trucks so loud there are times that it scares the cats and they go into hiding.

I have to wear earplugs at night to be able to sleep. Otherwise the noise of the trucks wake me up. Another noisy time is when I believe two trucks meet each other and they decide to honk at each other as to say hello and that is very noisy.

I just wanted to submit this to let you know that I too as a neighbor and my husband feel that Old Dominion has really grown and the noise has really grown and it just takes away the quality of life. I wish you could hear because some truck just came through and honked his horn three different times. Well, he just did it again. Thank you for listening.

Renee Kaulfuss 3834 86th Ave. NE.
651-485-7458
llpdrenee@aol.com
Sent from my iPhone

Gary Schutta
3801 85th Ave NE.
Blaine, (Shoreview for mailing) MN. 55126
RE: Old Dominion Trucking Co. CUP

8/30/2024

Council Members of Blaine,

I have lived at my Home at 3801 85th Ave NE in Blaine for over 40 years. I have submitted my objections to this Variance allowing Old Dominion to expand their operation into their front parking lot which should be in your packet of information about this application. I hope you all have read it.

**EXPANDING A NOISY COMMERCIAL BUSSINESS
OPERATION NEXT TO A PRIVATE SINGLEFAMILY HOME IS
WRONG AND SHOULD NOT BE ALLOWED!!!**

Gary Schutta
612-247-8594



From: Greg Wolf <gregswolf@yahoo.com>

Sent: Friday, September 6, 2024 3:31 PM

To: Planning <planning@blainemn.gov>

Subject: Fw: Meeting Information

Hi Planning Committee,

Since Old Dominion Freight Line has taken over the terminal, the increase in noise has been an issue for residents and for the peaceful enjoyment of our homes. The truck line that previously used the terminal was not a big of an issue, probably because they only used the terminal during the day and there was less volume overall. It's a busier terminal now, with trucks and noise occurring nearly 24 hours.

Maybe there are processes that Old Dominion could put into place to mitigate most of the noise, such as;

Close/lock the trailer doors before entering the yard so they aren't banging and making noise.

No yelling after 7 p.m. and until 7 a.m.

Propane trucks or forklifts for moving trailers around the yard.

Installing a sound barrier around the terminal yard. Obviously, this is an add but here's one [solution](#).

We appreciate your concern in this matter and hope that a common-sense solution can be found for everyone involved.

Greg Wolf
3852 86th Ave NE
Blaine, MN 55014

From: prospectmn@aol.com
To: [Elizabeth Showalter](#)
Cc: [Planning](#)
Subject: Re: Old Dominion - Extension
Date: Thursday, September 12, 2024 2:05:44 PM
Attachments: [image002.png](#)
[image005.png](#)
[image004.png](#)
[image003.png](#)

Hi Elizabeth,

An Extension is so far the only thing I can agree with on this Trailer Parking Variance. There are many things for me to consider if this is ever going to happen. How this is going to effect my property value and if a sound wall will do any good reducing the noise problem for me. Just to move things along I am making This formal complaint.

Since the extreme noise is continuing and Old Dominion is not approve to park trailers in their front lot I request the City Council vote for a Cease and Desist Order on any Trailer Parking in their front lot until such a Variance is granted. I also request that if a noise wall is part of the variance requirement that no trailers can be parked in the Front Lot until such Noise Wall has been completed. I am tired of being subjected to Old Dominion's ignoring my rights with this unreasonable noise restricting me from the enjoyment of my home. The City Council should also be ob-set that Old Dominion feels they can just do what they want and ask permission to do it afterwards.

I expect the Council to do the right thing.

Gary Schutta
612-247-8594

Dear Ms. Showalter and Council Members of Blaine,

I live at 3801 85th Ave NE directly to the East of the Old Dominion Freight Line. This has been my home for over 40 years. The Noise & Vibrations ever since Old Dominion has taken over the terminal have increased. This has become even more of an annoyance since the reconstruction of their front parking lot in 2022.

HISTORY

My home was built in 1936 and was located at the North end of the Anoka County Airport. Not being a good location of a home in the middle of a runway, in 1954 it was moved to its present location at 3801 85th Ave NE onto a 2 - acre lot. At that time this lot was in the middle of several acres of vacant land in every direction and was zoned light Industrial. In 1979 Consolidated Freight Line acquired and developed a Freight Terminal. Since this was being constructed next to a Single-Family Home, I believed at that time it was reasoned to set the Trucking Operation 280 feet back from the street more towards the rear of the single-family home's property was done to get the City Councils approval at that time. I am to understand there are no records on file to prove or dis-prove this. In 1986 Good Value Homes purchased the land to the North & East of my property to construct single family homes. There was an undeveloped 60-foot strip of land between My property and Consolidated Freight's property that was originally set aside for a road access to the North property. Good Value Homes did not need this access and the land was split in half. I purchased a 30-foot half and Consolidated Freight bought the other 30-foot half. There is an easement for the City Sewer & Water that runs down the middle of this property that feeds my home and the homes to the North of me.

CONSOLIDATED FREIGHT OPERATIONS

Consolidated Freight operated their Trucking Terminal from 1979 till 2000 when they filed for bankruptcy. During their operation of the terminal their employees had parked in the front lot with no apparent problems. The Terminal was vacant from 2000 to 2004.

OLD DOMINION FREIGHT OPERATIONS

Old Dominion Freight Bought the Terminal in 2004. There was never any evidence of their employees parking in the front lot other than during their parking lot re-construction in 2022. I had called the Blaine City Planners & Inspection Departments several times and was assured the noise from their re-construction was temporary and there would be no change to how the parking lot was to be used. The Vibro-compacting of the soil during their re-construction of their parking lot has caused many areas of damage to my property. Discussions with the site (alleged Forman) only offered excuses that keep delaying any actual action. I called the Blaine City Offices again when several of the trees that were on the 30-foot undeveloped strip of property were cut down & limbs cut off. The former curb was removed, and it appeared the parking lot was to move closer to the eastern property line. Their new aerial view map shows the front SE corner of their front lot now was extended out to the East property line adding an additional 30 feet to their parking lot. Now this lot is being used as part of their daily trailer parking. It is too noisy day & night and is just not acceptable. This is keeping me from the full enjoyment of my home.

VARIENCE REQUEST

Now after doing whatever they feel like as far as City Ordinance Requirements for 2 years, Old Dominion is asking for a Variance to use their front parking lot for truck trailer parking. They're not talking about how these innocent trailers get to be there or how long they will be staying. In fact, they are picked up and dropped off all day and night. The noise is incredible. (listen to sound clip attached) Since the City Council did not roll over at their last meeting and pass their Variance they are asking for a 60 - day extension on their Variance to research the Noise Wall. An Extension is so far the only thing I can agree with on this Trailer Parking Variance. There are many things for me to consider if this is ever going to happen. How this is going to affect my property value and if a sound wall will do any good reducing the noise problem for me.

Old Dominion's Attorney is using for an excuse that their employees will have a long unsafe walk over ice & through snow with truck traffic to get to the building. Consolidated Freight's employees did it for over 20 years. Most of their 240 employees work on loading docks with unheated trailers, dodging forklifts all day and are dressed for the job. Wells Fargo's Data Card Center is directly across the street and has over 1000 employees with a far larger parking lot further away from their building. Their employees are dressed for office work and don't seem to have a problem with the walk to their building.

Old Dominions Attorney also wrote a 5 - page letter to the affect that there were only 3 residents present complaining at these meetings. As of fact the neighboring community has not been aware of any of these meetings or of the Variance being requested. The small sign placed inside Old Dominion's entrance on a 50 mile an hour road did not get any notice or attention about the request for a variance, nor did the mailing of notices to everyone within 350' of the variance area. (3 – people) Their Attorney also points out that OD does nor exceed the States Noise Requirements. Using the suggested testing method of not exceeding 55 decibels for 10% of an hour (6 minutes). These bangs & crashes at night do not exceed more than a second at a time and would never exceed the 6-minute minimum. A bomb testing company lighting off a few blasts every hour a night would also pass using this test their attorney is referring too. Their attorney also went to the trouble of trying to make some point that my property and Ms. McGovern's property have actually increased in value. I cannot speak for Ms. McGovern but of course they have appreciated in an 8-year time period. The value stated for my property is stated far higher than what I am showing on my payable in 2024 Tax statement and is also valued less than 2023's value, so my property is devaluating. This can be verified with Anoka County if you care too. Making his Value assessment of at least my property a lie.

Just to move things along I am making This Formal Complaint to be added to the September 16th Agenda:

Since the extreme noise is continuing and Old Dominion is not approved to park trailers in their front lot. I request the City Council vote for a (Cease and Desist) Order on any Trailer Parking in their front lot until such a Variance is granted. I also request that if a noise wall is part of the variance requirement that no trailers can be parked in the Front Lot until such Noise Wall has been completed. I am tired of being subjected to Old Dominion's ignoring my rights with this unreasonable noise restricting me from the enjoyment of my home. (Please listen to attached noise clip) The City Council should also be Concerned that Old Dominion feels they can just do what they want and ask permission to do it afterwords.

I expect the Council to do the right thing

Gary Schutta
612-247-8594



PS. In case you haven't already read it, the 9/13/24 Local Issue of LIFE Newspaper has written a 3-page article about Old Dominion's Variance.

Supplemental Statement in Support of Variance Application

Old Dominion Freight Line, Inc.

3701 85th Avenue NE

Blaine Planning Commission Case No. 24-0046

Old Dominion Freight Line, Inc. (“Old Dominion”), the owner of the subject property, is submitting this Supplemental Statement in Support of Variance Application as additional support for its original application to address matters raised in the August 14, 2024 Planning Commission hearing,

Our revised proposed findings, below address matters raised in the Staff Report and comments from neighbors who attended the Planning Commission hearing. Old Dominion also proposes some further improvements to address neighbor concerns about noise and light, as a condition of approval of the variance. Specifically, Old Dominion proposes to build a sound barrier along the front yard parking area and a portion of the building, near the east boundary of the property, which will provide the outward appearance of a permitted building, and an additional sound and light barrier benefitting the neighboring residential properties, as illustrated in the drawings submitted with this supplement to our application. We understand Old Dominion will have to apply for a conditional use permit for the sound wall, so we propose that the variance be conditioned on obtaining that CUP and constructing the sound wall by July 31, 2025.

(See attached Site Plan titled “Old Dominion Trailer Storage Areas” for references to the segments of the existing front yard parking area as Area A, Area B and Area C.)

For convenience, the following incorporates our original Statement of Support, revised to address the Staff Report, comments, and our proposed sound wall:

Statement

Old Dominion is applying for a variance to allow Old Dominion to use the existing paved parking area in the front yard, between the existing building and the right-of-way of 85th Avenue NE, for short term parking of semitrailers, with or without tractors, to facilitate loading and unloading. Planning staff considers parking of a semitrailer without a tractor to be “outdoor storage,” which is not allowed in a front yard of any use.

1. The property owner proposes to use the property in a reasonable manner not permitted by the zoning code.

The variance will allow the property owner to use the property in a reasonable manner for efficient operation of the existing truck terminal. The Blaine zoning ordinances allow automobile parking in the front yard but trailer parking is not permitted by the zoning code under the staff interpretation of trailer parking as “outdoor storage.”

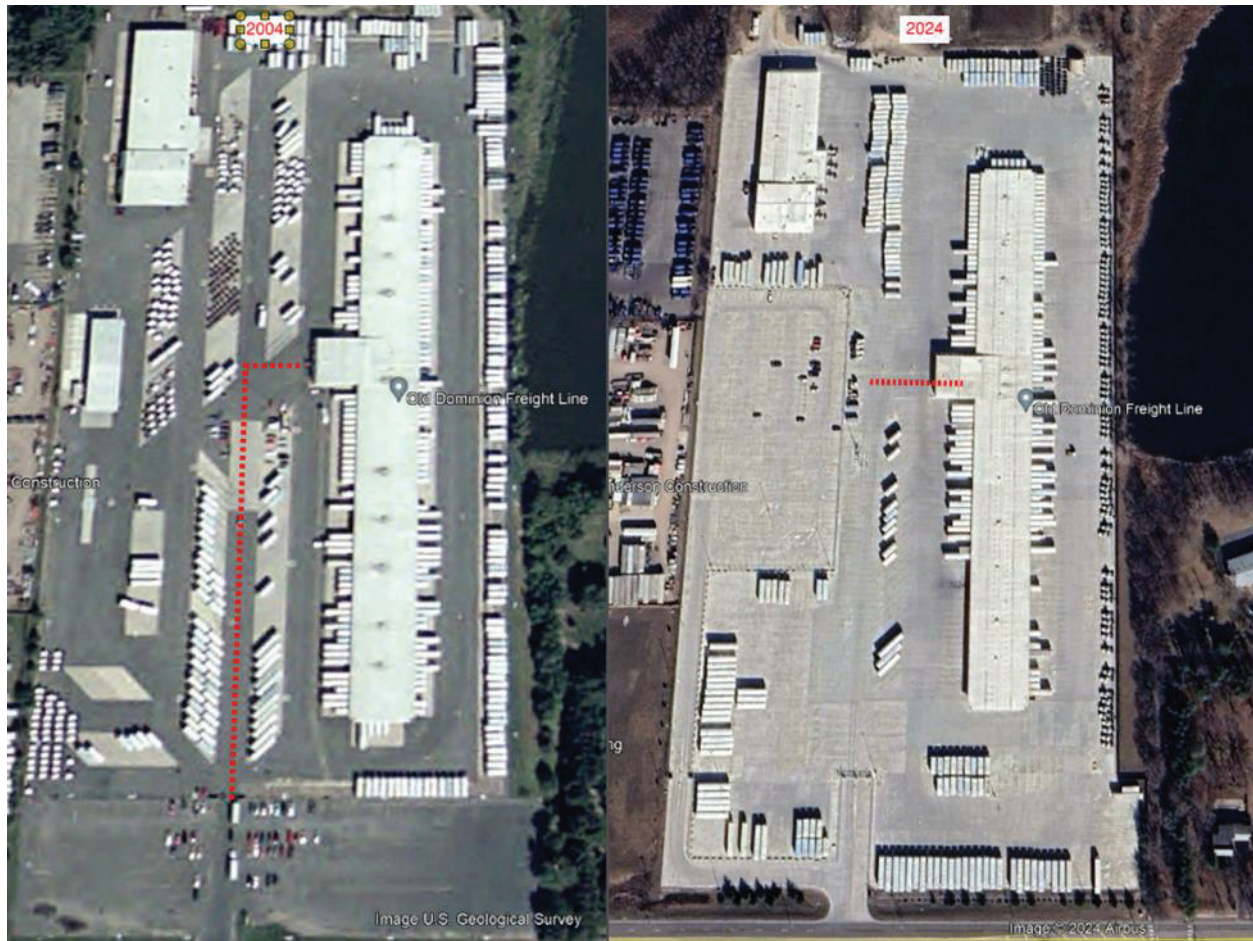
Trailer parking in the front yard is a reasonable use. Trailer parking is in fact a permitted use elsewhere on the property. Old Dominion is asking for the variance for the location of trailer parking on the property for practical reasons.

The City of Blaine granted Old Dominion Freight Line, Inc., the property owner, a conditional use permit to improve and use the property as a truck terminal, in 2004 as Resolution No. 04-209 (the “2004 CUP”). The 2004 CUP describes the paved area in the front yard as a “parking lot.” Old Dominion has been using, and wishes to continue using, the paved front yard for short term parking of semitrailers. Old Dominion moves trailers in and out of the front yard throughout the day. On occasion, Old Dominion will park empty trailers in the front yard overnight, but does not intend to use the front yard, or any portion of the property, for longer term storage of trailers. Old Dominion is seeking this variance to conform with the City’s determination that trailer parking is “outdoor storage.”

The original developer of the site, Consolidated Freight, used the parking area in the front yard for employee parking. Soon after Old Dominion commenced operations, Old Dominion moved employee parking to the west side of the site, closer to the pedestrian entrance to the building, primarily for safety reasons. Having employees park at the south end of the site required them to walk down the center of the truck route to the building entry, approximately 850 feet. The safety concerns were amplified during winter months given shorter daylight hours and potential icy conditions.

Relocating employee parking to the side lot reduced the pedestrian route to the building entrance to approximately 150 feet and substantially reduced pedestrian interaction with truck traffic, but also resulted in the loss of trailer parking area on site. Use of the front yard for trailer parking is a reasonable use of the otherwise unusable front yard, especially in light of the facts that trailer parking is (a) allowed elsewhere on the site and (b) substantially similar to non-commercial vehicle parking.

The proposed sound barrier will provide residential neighbors with screening from the front yard parking area and the added benefit of screening from the permitted side yard loading area.



2. The plight of the landowner is due to circumstances unique to the property not created by the landowner

The existing building, constructed by a previous owner, is setback approximately 320 feet from the 38th Avenue NE right-of-way, which is 280 feet more than the 40-foot front building setback required in the I-2A district. Further, given the location of the building and loading area on the relatively narrow lot, Old Dominion cannot accommodate short term parking for trailers in the side or rear yards.

Aside from the “plight” created by the unusually large front yard setback and narrow lot, Old Dominion asks the City to consider that the proposed trailer parking area is not actually within the required front yard, but in fact occupies an area that could be used for enclosed construction.

The Staff Report notes that if the building was actually moved forward to the allowed setback, the space would be occupied by building and there would be no space available for parking. That is precisely our point – if the existing building were pulled forward to the front setback then Old Dominion would gain an equal amount of area in the rear yard for short term trailer parking, in which case there would be no need for a variance at all. Old Dominion is dealing with the configuration of the site as it was when Old Dominion acquired the site. There is no space for trailers in the side or rear yard because of the original configuration of improvements and safety

requirements. Old Dominion did not create the circumstances that cause Old Dominion to require the variance to allow parking in the front yard.

3. The variance, if granted, will not alter the essential character of the locality.

The overall use of the site as a truck terminal is consistent with the essential character of the locality, and will remain unchanged if the City grants the variance. That use is permitted in the I-2A Heavy Industrial District, subject to the 2004 CUP. Old Dominion is also seeking a CUP to install an 8' tall solid fence along 85th Ave NE to provide additional screening from the Right-Of-Way. Further, there are similar uses in the surrounding area, including uses with truck and trailer parking in the front yards. Accordingly, granting the variance for semitrailer parking in the front yard will be consistent with, and will not alter, the essential character of the locality.

The Staff Report states that front yard parking would have been allowed under the code in effect at the time the property was developed as a truck terminal, but any nonconforming use rights have expired because the property was vacant for several years before Old Dominion acquired it. Whether or not the nonconforming use rights exist, the fact that the front yard could have been used for trailer parking is evidence that the such use is consistent with the essential character of the locality.

Outdoor storage is, in fact, a part of the essential character of the locality. There are other facilities within the locality of the property that do have outdoor storage adjacent to public rights of way. We understand there may be difference between the subject property and the nearby facilities that have outdoor storage, but as a practical matter, for determining “the essential character of the locality,” outdoor storage visible from public rights of way is a part of the essential character. See examples below.

Properties also within the I-2A zoning district provide storage areas that are visible to 85th Ave NE with no screening provided. TrueNorth Steel (located approximately 1000 feet west).



T Force Freight (located approximately 0.4 miles west)



T Force Freight (located approximately 0.4 miles west)



4. Economic considerations alone do not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems.

Old Dominion is not seeking the variance for economic reasons alone. Old Dominion’s primary concerns are safety and operations. Freight operations require short term parking for semitrailers as freight is loaded and unloaded. The side yards are not available due to the configuration of the lot and existing space between the building and existing wetlands and drainage ways in the rear yard limit use of that area for an additional parking area.

The Staff Report finds that the proposed use does not meet this standard because increased trailer capacity “would yield an economic benefit” but the ordinance does not say the property owner cannot enjoy “economic benefit” from the variance. The ordinance says “economic considerations alone do not constitute practical difficulties” sufficient to justify the variance.

In other words, Old Dominion cannot argue that it is entitled to the variance only because it would be more expensive to comply, nor that Old Dominion could make more money operating than it could if Old Dominion did in fact comply. As discussed above, Old Dominion is asking for the variance because Old Dominion cannot practically comply with the ordinance due to the site configuration, and still meet reasonable operational requirements and essential safety concerns.

5. The variance requested is the minimum variance which would alleviate the unique circumstances.

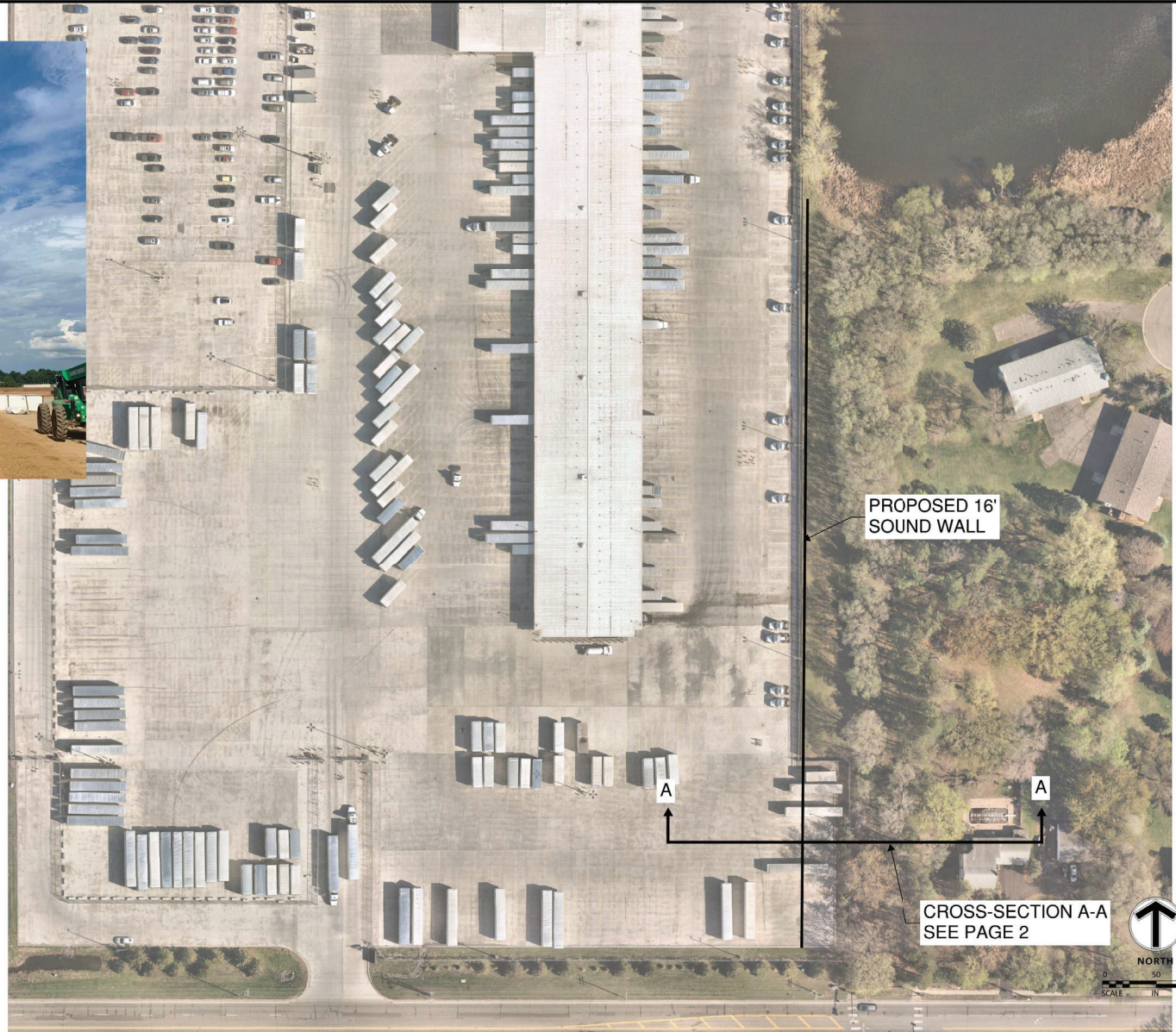
Old Dominion is seeking a variance for use of the existing paved portion of the front yard, in the manner Old Dominion operated before Old Dominion learned the City considers parking trailers to be “outdoor storage” and therefore not permitted in the front yard. Old Dominion is not seeking a variance for more parking space than it requires for normal operations. Because of the configuration of the parcel and existing improvements, and the difference in size and maneuverability of non-commercial vehicles and tractor-trailers, Old Dominion could not just swap the employee parking and proposed trailer parking even if Old Dominion could ignore the safety concerns that drove Old Dominion to reconfigure its outdoor areas.

Conclusion

Accordingly, Old Dominion respectfully requests the City of Blaine grant the requested variance, subject to the condition that Old Dominion obtain a conditional use permit for and construct a sound barrier by no later than July 31, 2025.



SOUND WALL EXAMPLE



PROPOSED 16'
SOUND WALL

CROSS-SECTION A-A
SEE PAGE 2



0 50 100
SCALE IN FEET

NO	DATE	BY	CHKD	APPR	COMMENT
1	08/26/2024	TTP	JDB	JDB	SCREENING IMPROVEMENTS EXHIBIT

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PRELIMINARY
DESIGN REVIEW
PERMIT SUBMITTAL
CONSTRUCTION DOCUMENTS

DRAWN BY
TTP
DESIGNED BY
JDB
CHECKED BY
MCA
PROJECT NO.
52905

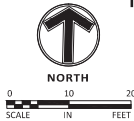
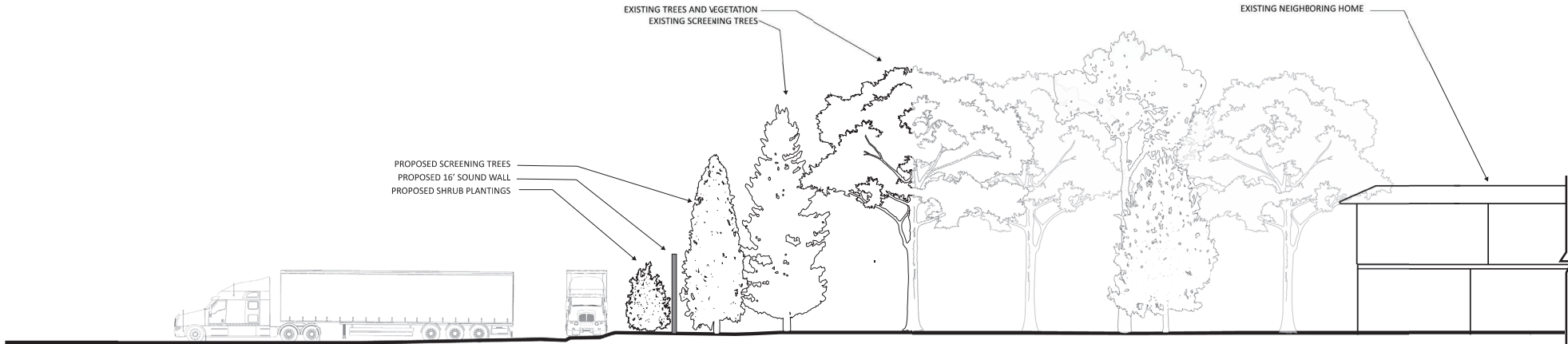


OLD DOMINION FREIGHT LINE, INC.
SCREENING IMPROVEMENTS
BLAINE, MINNESOTA

SHEET

1 OF 2
REV.

CROSS SECTION A-A



NO	DATE	BY	CHKD	APPR	COMMENT
1	08/26/2024	TTP	JDB	JDB	SCREENING IMPROVEMENTS EXHIBIT

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STATE AID PROJECT NO.
STATE PROJECT NO.
COUNTY PROJECT NO.
CITY PROJECT NO.

DRAWN BY
TTP
DESIGNED BY
JDB
CHECKED BY
MCA
PROJECT NO.
52905



OLD DOMINION FREIGHT LINE, INC.
SCREENING IMPROVEMENTS
BLAINE, MINNESOTA

SHEET
1 OF 2
REV.

24.15 (RMS TECH) | SOPHIE GALLANDANT | 8/26/2024 2:56:01 PM
L:\PROJECTS\52905\52905 CAD\EXHIBITS\SOUND WALL CROSS SECTION DWG-22X4



Figure 1: 2024 (Anoka County)



Figure 2: 2023 Aerial (Nearmap)



Figure 3: 2020 Aerial (Anoka County)



Figure 4: 2011 Aerial (Anoka County)



Figure 5: 2005 Aerial (Anoka County) – Shortly after Old Dominion Purchase



Figure 6: 1997 Aerial (Anoka County) – Consolidated Freight

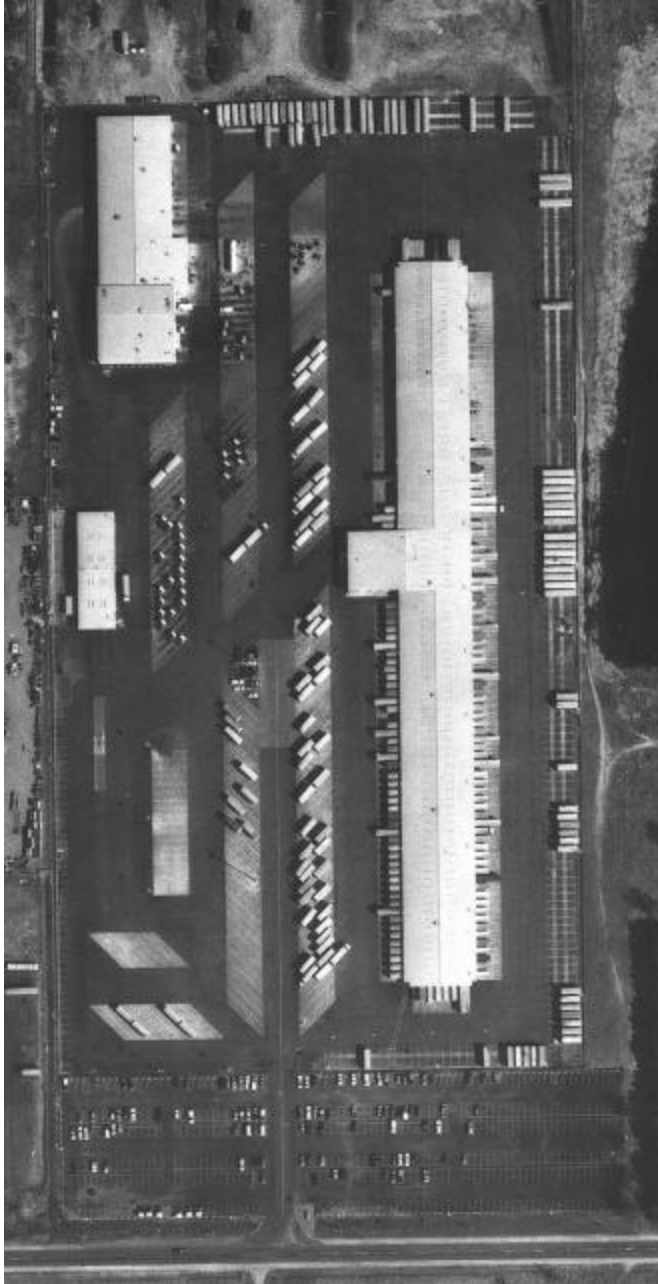


Figure 7: 1985 Aerial (Anoka County) – Consolidated Freight

Old Dominion Neighborhood Meeting

September 10, 2024 5:30-6:30 pm

Attendees

Staff: Sheila Sellman
Elizabeth Showalter
Old Dominion: Jon Anderson
Bryan Watkins
Joe Bailey (Sambatek)
Four Residents
Reporter from BAC Newspapers/Life

The meeting started with casual conversation between Old Dominion and residents about the noises heard from the site, the location of the proposed sound wall, and the general operations.

Residents were asked to identify their concerns about Old Dominion:

1. Noise
 - a. Clanging/banging/sledgehammer on doors
 - b. Honking
 - c. PA system
 - d. Dropping of trailers
 - e. Connecting of trailers
 - f. Motors
2. Vibrations
 - a. Trailers dropping
 - b. Trucks going back and forth along the drive on the eastern side of the terminal
3. Lighting
4. Smell
5. Garbage

The whole group was asked to identify potential solutions to the concerns:

1. Disable the PA system (already complete, listed as condition of approval)
2. 10 mph speed limit in yard (already in place)
3. Require a photometric plan and light meter readings
4. 16 foot soundwall
 - a. What if it doesn't work?
 - b. What does success look like?
 - i. 50% reduction in noise
 - ii. Less noticeable – not waking you up
 - c. Potential to use a noise absorbing material, like Echo Barrier
5. Berm with conifers is proposed adjacent to 3801 85th Ave NE already a condition of the CUP for fencing

- a. Potential to extend further north
 - b. Planting 8-foot conifers
6. Stop using rain curtains to reduce trash (already done)
7. Old Dominion currently has activity in Area C from 3 am - 9 am and is trying to limit to normal daytime hours (7 am – 7pm)
8. Potential to fill in a couple gaps in the trees on the north side of the pond

Residents were asked whether the proposed soundwall and some operational changes would be an adequate trade off for the front yard storage of trailers (in A/B/C)

- Not without soundwall research, wants the vote delayed for more answers
- Hard to say
- If the wall knocked noise down 50%, interested in the Echo Barrier or similar
- One resident who wasn't there told a resident who attended "all we want is a soundwall" which the group in attendance added to that, that the soundwall must actually work.

September 12, 2024

Via email: eshowalter@blainemn.gov

Elizabeth Showalter, AICP
Community Development Specialist
City of Blaine
Planning & Community Development
10801 Town Square Drive NE
Blaine MN 55449

Re: Blaine Planning Commission Case No. 24-0046
September 16, 2024 City Council Hearing
Old Dominion Freight Line, Inc. Variance Application for 3701 85th Avenue NE

Dear Ms. Showalter:

Please accept this letter on behalf of Old Dominion Freight Line, Inc. ("Old Dominion"), the owner of the 3701 85th Avenue NE (the "Property") (1) as formal confirmation of the request of Old Dominion for extension of the deadline for decision on our application for a variance under Blaine Planning Commission Case No. 24-0046, under Minnesota Statutes section 15.99, Subdivision 3(g), and (2) as additional support for its variance application.

Extension Request

As we requested and you confirmed by email exchange the morning, Old Dominion, as applicant, requests a 60-day extension to the decision deadline under Minnesota Statutes section 15.99, Subdivision 3(g). We understand the 60-day deadline for the City of Blaine to issue a written order with regard to Old Dominion's variance application expires on September 21, 2024. Old Dominion intends to use the extension to further develop its plans reduce off-site impacts of its operations with a sound wall, landscape improvements, and operational, including gathering and presenting more information about the likely effectiveness of the sound wall and other improvements

Old Dominion was encouraged by the meeting with its neighbors on Tuesday night and appreciates the City's assistance and participation in that meeting. Old Dominion looks forward to working with its residential neighbors and Planning and Community Development to develop a plan for the Property that will allow Old Dominion to operate in the variance areas and reduce off-site impacts in a manner that is acceptable to all parties.

Old Dominion also invites the City Council members to visit the Property during the extension period to tour the facility and experience first-hand how the facility operates.

50 South Sixth Street, Suite 2600, Minneapolis, MN 55402

Timeline of Freight Use at 3701 8th Avenue NE

We are providing the following history of development and use of the site and its neighbors to address questions raised at the City Council hearing on September 4, 2024. Specifically, with respect to off-site impacts (1) Old Dominion has not and is not proposing to materially alter the historic use of the property, including the physical improvements, intensity of use, noise, light and other off-site impacts and (2) Old Dominion has made and proposes to make operational improvements to reduce those off-site impacts.

In particular, we reiterate that the requested variance will not increase the level of activity on the site. In fact, as noted below, Old Dominion reduced activity on site by about 25% in 2022, when it moved a portion of its operations to the south metro area.

1. **1979 development.** Consolidated Freight Line acquired, developed, and commenced operations on the site as a freight terminal in 1979. Consolidated Freight constructed the building that is still in use by Old Dominion, with an approximately 280-foot front yard setback from 85th Street. The paving on the Property has been replaced but is in substantially the same locations as in 1979. The adjacent property at 3801 85th Street was already developed with the single family home that is currently Mr. Schutta's residence. The property was zoned commercial until recently. We understand that home was constructed in 1939. As of 1979, the property north of the Schutta property and abutting our eastern boundary was undeveloped. That property is currently a residential development known as Rice Creek Park Second Addition, including specifically 3822 and 3824 86th Ave NE, which abut the east boundary of the Property, north of Mr. Schutta's property.

2. **Consolidated Freight Operations.** From 1996 to 2002 Consolidated Freight located its employee parking in the front of the Property in Areas B and C (as these areas are labelled in the Planning Commission Report). Also during this time period, Consolidated Freight used the east fence line of the Property (adjacent to, or across the pond from, the Rice Creek Park Second Addition development) to store trailers. Around 2002, Consolidated Freight declared bankruptcy and activity on the Property ceased.

3. **Old Dominion Acquisition.** In 2004, Old Dominion acquired Consolidated Freight's assets out of the bankruptcy estate, including the Property. At that time, Old Dominion worked with the City to obtain a CUP for their re-use of the Property as a freight terminal. Old Dominion made a number of improvements to the Property to comply with the requirements of the CUP, primarily related to screening with fences and landscaping.

4. **Old Dominion Operations.** Starting in 2004, Old Dominion began relocating the employee parking from Areas B and C to the current location on the west side of the Property due to safety concerns and hazards created by foot traffic in the main drive lanes and the far distance of Areas B and C to the main building entrance. Also during this time, Old Dominion removed trailers from the east fence line and began parking tractors only along the east fence line. Parking tractors is quieter than parking trailers because the tractors do not need to be picked up and set down when being moved. Old Dominion has been operating with trailer parking in the front yard and employee parking in the side yard for as long as it has been operating at the Property. We are not aware of any complaints from our

neighbors until late 2023. We believe the repaving project, and the noise and activity related to it, is what triggered the complaints by our neighbors that led to the current enforcement action.

- From 2004 to 2014, Old Dominion leased dock space in the building to multiple, third-party carriers. In June 2014, Old Dominion took over exclusive use of the entire building and Property.
- In April 2022, Old Dominion moved a portion of its business to a new facility in Lakeville, MN resulting in 25% fewer drivers onsite and a 30% reduction in workforce at the Property.
- In 2022 and 2023, Old Dominion replaced all of the asphalt paving with concrete and moved the fence running parallel to 85th Avenue to its present location.
- In December 2023, Old Dominion relocated an old salt shed from Area C to the rear of the property.

As a result of the relocation of a portion of our business to Lakeville, there is less activity on site now than there has been since Old Dominion commenced operations in 2004.

5. **Code Enforcement Action.** Since the City of Blaine initiated code enforcement in late 2023 and early 2024, Old Dominion has made the following changes to the Property and to its operations on the Property to comply with code requirements and to decrease any disruption to the adjacent residential properties:

Pursuant to an amendment to our 2004 CUP, approved in 2024:

- Old Dominion will move the fence line along 85th Avenue to comply with the required setback and will remove the existing chain link fence and replace it with a cedar fence to match the look of the fence that historically separated the front employee parking from the rest of the Property. This new cedar fence will provide additional screening from the road for any trailers parked in Areas B and C, which Areas B and C are already screened from view by evergreen trees along 85th Avenue, some of which Old Dominion recently replaced due to disease.
- Old Dominion will remove the small extension of concrete paving in the southeast corner of the Property closest to Mr. Schutta's residence, to align with the paving north of that area.

In addition, Old Dominion made the following modifications to its operations to reduce noise and other impacts on our neighbors:

- Reduced backup alarms sounds from beeps to ribbits and decreased the decibel level to the minimum amount allowed by OSHA requirement.
- Eliminated the use of the external PA speakers.
- Increased frequency of trash and litter removal services on the Property.

- Rain curtains on docks have been removed to reduce litter on the Property.
- Began using front yard in the south end of the Property on an as needed basis only when areas on the west and north sides of the Property are filled.
- Began using the southeast fence line for tractor parking on an as need basis only when other tractor parking areas are full.

5. **Sound Wall Proposal.** The Planning Department performed a noise study at the Property and found that Old Dominion is in compliance with City and State requirements for noise transmission. In fact, the average decibel level on both readings were below 55 decibels, which is about the same noise level as a dishwasher in the next room according to the Minnesota Department of Transportation. Old Dominion has nevertheless proposed to install a sound wall along the length of the three residential properties that abut the eastern boundary of the Property, as a condition of the requested variance to allow use of Parking Areas A, B and C, for short term storage of trailers. Old Dominion will not install the sound wall if the City does not grant the variance for all three parking areas, A, B and C.

6. **Property Values.** Although not a direct condition of the variance, Old Dominion would like to address the claim by some of its residential neighbors that their property values have decreased due to Old Dominion's presence. The two residential properties closest to the proposed variance areas, Mr. Schutta's and Ms. McGovern's, both appear to have dramatically increased between 2016 and 2024. The Anoka County value of Mr. Schutta's for tax purposes has increased from \$202,300 in 2016 to \$304,900 in 2024 (about 150%). Ms. McGovern's property value has increased from \$123,100 in 2016 to \$219,500 in 2024 (about 180%). For what it is worth, the apparent market value as determined by Zillow as of September 9, 2024 is even greater: Mr Schutta's residence has increased in value over 189% since January 2015 and Ms. McGovern's residence has increased in value over 207% since January 2015.

We again thank the City for facilitating and participating in the discussion between Old Dominion and its residential neighbors and look forward to a resolution that benefits all parties.

Very truly yours,

Stinson LLP



Eric Galatz



City of Blaine

Staff Report

File Number: ORD 24-2559

Agenda Date	Status
September 16, 2024	
In Control	File Type
City Council	Ordinance

Development Business - Sheila Sellman, City Planner

Agenda Item # 10.2

Second Reading

Ordinance Granting an Amendment to the City of Blaine Zoning Ordinance to Modify the Storm Shelter Requirement in the Manufactured Home (R-4) Zoning District to Match State Rules. Park of Four Seasons (Lakeshore Management) (Case File No. 23-0074/EES)

Executive Summary

The proposed code amendment would modify the storm shelter requirement for manufactured home parks from one 810 square foot shelter for every 30 homes to four square feet of shelter space per resident of the manufactured home park, to be consistent with the Minnesota Administrative Rule governing manufactured home parks.

Background

Planning Commission Public Hearing	08/14/24
City Council (1st Reading)	09/04/24
City Council (2nd Reading)	09/16/24
Action Deadline (60 Days)	08/10/24
Action Deadline (City Extended - 60 Days)	10/09/24

Staff report prepared by Elizabeth Showalter, Community Development Specialist

Code Amendment

The R-4 zoning district outlines specific standards for the facilities included in manufactured home parks. One of those standards is the provision of storm shelters. The zoning code currently requires one shelter of at least 810 square feet for every 30 homes in the park. Staff is not aware of any particular reason for this calculation. State statute requires parks licensed after 1988 to have 4 square feet of shelter space for every resident in the park. Blaine Emergency Management staff met to discuss these requirements and recommends amending the code to match the state statute.

All six parks in Blaine were constructed prior to the current zoning code (adopted in 1984) and are considered legal nonconforming (grandfathered) and have less shelter space than is required by the current city code. The City has no mechanism to require existing parks to comply with the current code requirement for shelter space or any amended requirement without the park applying for a park plan amendment to increase the units in the park. For any of the parks to expand, compliance with the storm shelter space required for all the units is required. In the case of Park of Four Seasons, under the proposed code amendment an increase the number of units on site by eight, would require additional 4,256 square feet of shelter space, for a total of 6,960 square feet. If this ordinance amendment is adopted it would apply to all of the R-4 properties in the city.

Strategic Plan Relationship

Not applicable.

Board/Commission Review

The Planning Commission voted unanimously to approve the code amendment. The meeting minutes are attached for reference on the public hearing comments.

Financial Impact

Not applicable.

Public Outreach/Input

Notices of a public hearing were:

1. Mailed to property owners within 350 feet of the property boundaries and to residents of the manufactured home park within 350 feet of the proposed new home lots.
2. Published in Blaine/Spring Lake Park/Columbia Heights/Fridley Life.
3. Posted on the City website.

Staff held a neighborhood meeting at Park of Four Seasons on Wednesday September 11, 2024. Notices for the meeting were sent by the applicant through their email list for residents. A summary of that meeting will be provided as an update to this agenda packet once available.

Staff Recommendation

By motion, approve the ordinance.

Attachment List

1. Map
2. Public Comments
3. Unapproved PC Minutes 081424



City of Blaine

Signature Copy

Ordinance: ORD 24-2559

Second Reading

Ordinance Granting an Amendment to the City of Blaine Zoning Ordinance to Modify the Storm Shelter Requirement in the Manufactured Home (R-4) Zoning District to Match State Rules. Park of Four Seasons (Lakeshore Management) (Case File No. 23-0074/EES)

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

29.125 (t) Storm Shelter and Civil Defense.

(1) Storm shelters shall be provided in each mobile home park. Such shelters shall be constructed so as to provide safety for the occupants of the mobile home park in the event of a tornado. A minimum of 4 square feet of shelter space shall be provided for each resident of the park. ~~There shall be one (1) shelter for every thirty (30) mobile home lots and each shelter shall have a minimum area of eight hundred ten (810) square feet.~~

INTRODUCED and read in full this 4th day of September, 2024.

PASSED by the City Council of the City of Blaine this 16th day of September, 2024.

PUBLIC NOTIFICATION LINE

Six new lots
proposed in existing
grassy area north of
113th Circle

**Project
Location**

Two new lots
proposed in existing
grassy area 105 feet
from property line



BlaineMN.gov

Case File No. 23-0074 Park of Four Seasons



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

Patricia Robinson

From: September D. Holmblad, PP, PLS <sdholmblad@gmail.com>
Sent: Sunday, August 11, 2024 9:33 PM
To: Planning
Cc: donald.holmblad@gmail.com; 'September D. Holmblad'
Subject: Park at Four Seasons

Blaine Planning Commission
Email: Planning@blainemn.gov

RE: Case #23-0074
Lakeshore Management (Park of Four Seasons)
Petition Zoning Ordinance Amendment and New Lots

We are writing in response to a recent notice received that a hearing will be held on Wednesday, August 14, 2024, regarding the Park of Four Seasons. While we do not have any objections to the items requested; we have several concerns regarding the Park of Four Seasons in general that we would like to bring to the Planning Commission's attention. The concerns are:

1. Trash cleanup.
2. Potential unsafe burning.
3. Tall grass/weeds.
4. Tree Issues, i.e., dead/dying trees.
5. Damaged fence.
6. Illegal fireworks.

It is our opinion and request that prior to granting the Park of Four Seasons permission to add additional lots, that the trailer park's management company be required to do something about the upkeep and appearance of the trailer park. While we are not familiar with lot rent leases, it is our understanding from talking with one of the tenants that the individual trailer tenants are required to take care of their yards, i.e., cut the grass and weeds, pick up trash, etc. We suspect things like fence repair and trees would be the responsibility of the land owner and not the tenants. Therefore, while some of our concerns are likely directed to an individual tenant, we believe the trailer park management should be enforcing items that fall within the city's code.

Our backyard backs up to the trailer park. We have lived in our home since 1993. There have been off and on issues with the trailer park tenants over the years. When facing the trailer park from our backyard, there are 2 double-wide trailer lots behind our house. Over the years, there have been a multitude of different families living in trailers on these two lots. We have contacted the trailer park management regarding tall grass and weeds. We also previously contacted the city directly to report tall weed/grass issues and have called the police on at least two occasions regarding drugs and unattended backyard fires. More recently, we contacted the trailer park management regarding dead or dying trees; broken/damaged fence; unattended yards and trash.

First, let me say there are zero issues with the double-wide trailer on our left if facing the trailer park from our backyard. Their yard and fence line are taken care of; they cut their grass and weeds along the fence frequently; they take pride in their yard and surrounding area. On the other hand, the double-wide trailer to the right is pretty much a trash trailer and many of our concerns are directed towards this trailer. We apologize, as we do not know the address. There is always trash in the yard, the grass is rarely cut, and there is zero weed trimming on the fence line.

In approximately July 2022, we sent a letter with photos to the trailer park management regarding these issues. We received zero response to that letter. In December 2023 and May 2024, we once again sent an email to

the trailer park management. When all of the vegetation died off, all we could see was trash. After receiving a response to the December email, we emailed photos and were told they would look into our complaints. Having seen zero improvement, we again contacted the management in the spring 2024 . Again, we received no response to the follow-up email; however, we did observe a few minor changes to the trailer in question.

The following is a brief summary regarding our concerns:

Trash cleanup: This deals with the trash trailer referenced above. These people do not clean up their yard; they party outside at night; toss trash in their yard and our yard; and have bonfires. For example, there was an overflowing trash can sitting in their yard for well over 6 months. There was a downed tree from a storm for over a year lying in the yard.

Unsafe burning. The trash trailer has a so-called fire pit behind their trailer. They burn garbage, boxes, and other stuff that stinks. They have left fires unattended. We often see a glow through the fence and no one is there. In addition, it is very close to the trailer, there are overhang tree branches and weeds, we do not believe it is a legal/safe area for a fire.

Tall grass/weeds. The trash trailer does very little yard maintenance. We don't know who cuts their grass; however, no one cuts the tall weeds growing along the fence and behind their shed. There is a virtual jungle behind this trailer along the fence. A tree fell during the storm and it was left lying unattended for almost two years.

Tree Issues: There is a partially/almost dead birch tree next to the fence; there is another partially dead tree to the right of that tree; and there is a sugar maple tree to the left of the birch tree which was damaged in a storm and left unattended and is now a very large "tree bush" which encroaches into our yard. We had a tree removed in the fall of 2022. We were told that tree bush will eventually fall at some point. At a minimum, it should be trimmed; it overhangs into our yard, affecting our landscaping. There are other "volunteer" trees growing along the fence line that should be removed. We have attempted to take care of the overhang and some of the volunteer trees/weeds that affect our yard; however, given the lack of care, it has become very difficult to maintain part of our yard.

Damaged fence. The fence belongs to the trailer park. The fence has been damaged for well over two years from kids from the trailer park jumping the fence. These kids used our fence or the small utility box to vault over the fence. Our fence has been pushed down as a result of this. The damaged fence is a hazard. Someone is going to get hurt.

Illegal Fireworks. Every year around July 4th and January 1st, someone in the trailer park shoots off illegal fireworks; not just small fireworks, but very loud, fireworks that cause house-shaking booms. We know the city is busy during the July 4th holiday and cannot possibly manage every single complaint of this nature, but trust us when we say these are very loud, house-shaking type fireworks and should be investigated.

All we are asking is that the trailer park management be required to monitor the border fence, make necessary repairs, deal with the dead/dying trees and tall weeds/grass on a regular basis and that tenants be required to take care of their yards and clean up their trash on a regular basis before the trailer park is allowed to add more lots.

Thank you.

September and Donald Holmblad
11550 7th Street NE
Blaine, MN 55434

Joseph Halfman
11 112th Lane NE
Blaine, MN 55343
763-670-1655

City Council

September 9, 2024

To whom it may concern,

I am contacting you in regards to the expansion of the Four Season's trailer park. The Four Seasons trailer park cannot currently maintain the property they have. There is still plenty of spaces for more trailers.

By expanding it will not only affect our green space but also areas where the children play in general and also play soccer, not to mention the beauty of the front of the park. The "Park" has an indoor pool which is hardly ever open and it was one of the reasons many of us moved here so that our children would have a place to swim.

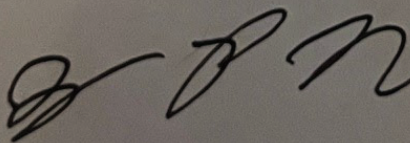
The Four Seasons trailer park is not only greedy but lazy. They are trying to make the residents responsible for their electric meters and the possibility of relocating them. This is an expense most of the residents here cannot possibly afford. Not to mention they do not own the meters. They also want to make residents responsible for the trees, sidewalks, driveways, and how to fix the mailboxes that sit at specific locations owned by Four Seasons that have been broken for years.

Residents pay enough in lot rent to expect the "Park" to do their due diligence in fixing the mailboxes, driveways and sidewalks. And how is it possible to make a resident responsible for Nature (trees). The residents are renting a piece of property, they do not own it and should therefore not be responsible for the up keep of the property. If the expansion goes through will it raise the lot rent again?

I sincerely hope you take all of this into consideration and think about the many residents and their children who have already had to put up with the lack of responsibility from the Four Seasons Park.

I thank you in advance for your time and consideration.

Respectfully, Joeseeph Halfman

A handwritten signature in black ink, appearing to read 'J. Halfman', with a long, sweeping horizontal line extending from the end of the signature across the page.



City of Blaine

Planning Commission

August 14, 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 Wednesday, August 14, 2024. Chair Goracke called the meeting to order at 7:00PM.

2. Roll Call

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

Members Absent: Commission Member Olson and Chair Goracke.

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

4. Public Hearing

4.2. 2023-522 Case File No. 23-0074 // Park of Four Seasons // 50 113th Avenue NE
The applicant is requesting the following:

1. Code Amendment to modify the storm shelter requirement in the R-4 district to match state rules.
2. Manufactured Home Park Plan to add eight additional lots in an existing manufactured home park.

Sponsors: Elizabeth Showalter, Community Development Specialist

The report to the planning commission was presented by Elizabeth Showalter, Community Development Specialist. The public hearing for Case File 23-0074 was opened at 7:39PM.

Hilary Wright, 128 116th Avenue NE, explained she was a nine year resident of Four Seasons.

She reported she supported the storm shelter being improved. She asked how many residents had been notified of this public hearing.

Community Development Specialist Showalter reported notices were sent to anyone that owns property within 350 feet of the parcels impacted as well as to the homes that are located within 350 feet of the areas proposed for expansion within the park.

Ms. Wright indicated her initial concern was with the six homes proposed to be placed within the greenspace. She explained this greenspace was a main thoroughfare for the park and she did believe adding more traffic and cars to this congested area would be a concern. She commented on the lack of maintenance and crime that was occurring within the park and believed that eight more units would compound these concerns. She suggested action on this item be delayed in order to allow more residents from the park to be in attendance.

Angela Dehne, 31 115th Lane NE, resident of Four Seasons, explained she did not get notified of this public hearing until 8:48AM yesterday morning. She reported she had to leave work early in order to attend this meeting. She commented on how disheartening it was that she had only just received a shelter key after living within the park for five years. She expressed concern with the fact the park was not meeting current city codes. She recommended the park be brought into compliance with all city codes, prior to allowing the park owners to add eight new lots within the manufactured home park. She requested action on this item be delayed in order to allow for more public comment.

The public hearing was closed at 7:47PM.

Commissioner Deonauth requested the applicant speak to the maintenance concerns that were addressed by the Four Season residents. She asked that staff speak to when notices were sent to Four Seasons residents regarding the public hearing.

Community Development Specialist Showalter reported city notices were sent by mail 10 days in advance of the public hearing. She indicated the applicant notified residents via email regarding the neighborhood meeting. She explained the code violation regarding the storm shelter was considered a legal non-conforming or grandfathered requirement. She stated the city has no mechanism to require the storm shelter to be expanded without the park plan amendment.

Neil Sander, Independence Engineering, reported the storm shelter was an existing non conformity. He stated the plan amendment would bring the storm shelter into conformance with state code. He explained there was not enough room on the property to bring the site into compliance with city code. He commented a large portion of the clubhouse would be converted in order to provide additional emergency storm shelter space. He stated he received approval from the Coon Creek Watershed District for the additional eight lots. He indicated the eight new homes would not front on the circle, but rather would front on the side roads. He stated the maintenance issues that were brought up by the park residents, were not under his purview and should be brought to the attention of the park manager. He reported to bio retention areas were being added to the park to address storm water drainage concerns.

Commissioner Swanson asked if the only way to gain the additional storm shelter space was

to add eight additional lots. Mr. Sander indicated this was an opportunity to bring the property into conformance with storm shelter requirements.

Community Development Specialist Showalter reported any park plan amendment would require bringing the storm shelters into compliance.

Motion by Commissioner Homan to recommend approval of Planning Case 23-0074A approving the code amendment. Motion seconded by Commissioner Gorzycki. The motion passed 7-0.

Motion by Commissioner Homan to recommend approval of Planning Case 23-0074B a park plan to create eight (8) additional lots within the existing footprint of the Park of Four Seasons with the following conditions:

Case 23-0074B:

- 1. Park dedication shall be paid for 8 units at the amount in effect at the time of release of the park plan for recording at Anoka County.**
- 2. SAC and WAC payment shall be paid prior to release of the park plan for recording, at the rate in effect at the time of payment.**
- 3. A final park plan shall be submitted for review by the City Council which shall contain:**
 - a. Landscape plan depicting one overstory tree per new lot.**
 - b. One additional parking stall adjacent to the community building and modification to the parking lot to meet the Minnesota Accessibility Code.**
 - c. Detailed plans showing the proposed changes to the office/community building and maintenance building to provide storm shelter space in compliance with Minnesota Administrative Rules, Chapter 1370 for all lots in the park, including explanation of the operation of any dual-purpose spaces. Based on a total lot count of 580 lots, a total of 7,056 square feet of shelter space shall be required.**
- 4. Prepare a revised emergency management plan for review by the Director of Emergency Management.**
- 5. Building permits to install new homes in the proposed lots will not be issued until a Coon Creek Watershed District permit has been issued and all conditions have been satisfied, including, but not limited to, conversion of existing buildings to storm shelters, installation of utilities and landscaping, and modification/expansion of the community building parking lot.**

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

Vice Chair Halpern noted this would be on the agenda of the September 4, 2024 city council meeting.



City of Blaine

Staff Report

File Number: RES 24-162

Agenda Date	Status
September 16, 2024	
In Control	File Type
City Council	Resolution

Development Business - Sheila Sellman, City Planner

Agenda Item # 10.3

Resolution Approving a Preliminary Manufactured Home Park Plan to Add Eight Additional Lots in an Existing Manufactured Home Park at 50 113th Avenue NE. Park of Four Seasons (Case File No. 23-0074/EES)

Executive Summary

The Park of Four Seasons is requesting a park plan amendment to allow for eight additional home lots. The applicant has demonstrated preliminary compliance with the park plan requirements, including lot dimensions, storm shelters and utilities, to be further detailed in the final park plan.

Background

Planning Commission Public Hearing	08/14/24
City Council (Preliminary Park Plan)	09/16/24
City Council (Final Park Plan)	TBD
Action Deadline (60 Days)	08/10/24
Action Deadline (City Extended - 60 Days)	10/09/24

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

Zoning

The property is zoned Manufactured Home Park (R-4).

Land Use Designation

The property is guided Manufactured Home Residential (MHR) with a density of 4-8 units per acre. The park is 102 acres and currently has 572 lots. The proposed park plan would result in an additional 8 homes for a total of 580 and a density of 5.8 units per acre, which is within the allowable range in the comprehensive plan.

Surrounding Zoning and Uses

The property is surrounded on three sides by Single Family Residential (R-1) and abuts University Avenue to the west, with a variety of uses on the other side of University Avenue in Coon Rapids.

Existing Conditions

The property has an existing manufactured home park with 572 lots and a community building.

History

The park was originally approved in 1970 (under case file PC70-01) and the first home was brought to the site in 1970. The plan consisted of 512 units. In 1982, an amendment was approved (PC82-19) to convert some open space to lots, bringing the total to 580 homes.

Evaluation of Request

The applicant is proposing a manufactured home park plan to create eight new lots within the footprint of the existing park. Six of the homes are proposed immediately north of the community building and two homes on the southeast corner of the site. The proposed lots meet the minimum size of 4,500 square feet and 60 feet of frontage. As required by the code, each lot includes a 440 square foot parking spot and a 200 square foot patio.

The proposed lot for the home in the eastern location on the southern side of the park is 105 feet from the edge of the property and 100 feet is required from the adjacent single family residential lots.

A final plan is required to be approved by City Council and will include elements and conditions as listed in the resolution.

Setbacks

The applicant submitted a site plan showing home locations that conform with the R-4 setback requirements. Those requirements are:

- Front: 10 feet
- Side: 5 feet
- Distance between manufactured homes: 20 feet
- Distance to property line of non R-4 residential district: 100 feet

Landscaping

One overstory tree is required per lot. A landscape plan showing the locations of the required trees is required as part of the final park plan.

Tree Preservation

Three trees are proposed to be removed. The eight trees required to meet the landscaping requirements will meet the tree replacement requirement.

Park Dedication

The R-4 district requires that 10% of the area of the manufactured home park be dedicated for park and recreation purposes and furnished with playground equipment. The park currently has a recreation

area with playground equipment, a basketball court, and a grass field and indoor pool in the community building. When the park was expanded in 1982, park dedication was paid for the new homes on a per-unit basis. The applicant is opting to meet the park requirement through the payment of park dedication for the additional units. At the current rate of \$4,894 per unit, the fee for the eight additional units would be \$39,152.

Storage

The code requires that 200 square feet of outdoor storage (for boats, trailers, etc.) be provided for every 10 homes. The park has 21,850 square feet of storage, exceeding the 11,600 square feet required.

Office/Community Building

A community building is required for the park with a minimum size of 3,000 square feet. The existing community building is approximately 9,000 square feet and meets that requirement.

One parking spot for every ten manufactured homes is required adjacent to the community building. There are currently 46 spots adjacent to the community building. A condition has been included that at least one additional space be added and that the parking lot be brought into compliance with the Minnesota Accessibility Code, which will include two accessible stalls and an access aisle in addition to proper signage and an appropriately graded accessible route to the building.

Storm Shelters and Sirens

If the requested code amendment is approved, the applicant is required to provide 4 square feet of shelter space for each resident of the park. Based on the current number of residents to the number of homes, a calculation of 3 people per home was used (the current occupancy is 1600 residents in 580 homes). The shelter requirement for 3 residents per 588 homes is 7,056 square feet of shelter area. There are four existing prefab storm shelters totaling 2,704 square feet. An additional 4,352 square feet of shelter space is required. The applicant is proposing to retrofit the community building and maintenance building to meet storm shelter requirements. There is sufficient square footage in those buildings to provide the 4,352 square feet of shelter area. A detailed plan specifying the portions of the buildings to be used for shelter purposes is required at the time of the final park plan.

The required civil defense siren is located at the community building.

Grading/Storm Drainage

Minor grading will occur for the construction of the required bio-retention areas. Grading as-builts of each area will be required to be provided to the City.

Utilities

The proposed development will add service laterals to the existing private water and sanitary sewer system within the park.

Sewer Access Charges (SAC) and Water Access Charges (WAC) are typically paid at the time of the building permit. However, in the case of manufactured home parks, the Metropolitan Council requires SAC payment to be made at the time of establishment of the lots. Therefore, both SAC and WAC payments must be made prior to release of the park plan for recording at Anoka County.

Wetlands/Watershed/FEMA

There are no wetlands on the existing site. The site does have impact on a floodplain, therefore, a Coon Creek Watershed District review is required.

Access/Street Design/Sidewalks/Trails

The development will utilize the existing access to University Avenue. No new access point will be granted. The proposed parking areas for each new lot will access the existing private streets. No additional street design, sidewalks or trails will be required.

Easements/Right-of-way/Permits

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

Attachment List:

Zoning and Location Map
Storm Shelter Narrative
Existing Conditions
Demolition Plan
Site Plan
Grading Plan
Utility Plan
Unapproved Planning Commission Minutes 08/14/24
Neighborhood meeting summary

Strategic Plan Relationship

Not applicable.

Board/Commission Review

The Planning Commission voted unanimously to approve the park plan.
The meeting minutes are attached for reference on the public hearing comments.

Financial Impact

Not applicable.

Public Outreach/Input

Notices of a public hearing were:

1. Mailed to property owners within 350 feet of the property boundaries.
2. Published in Blaine/Spring Lake Park/Columbia Heights/Fridley Life.
3. Posted on the City website.

Staff held a neighborhood meeting on September 11, 2024. A summary of that meeting will be added to the agenda packet once available.

Staff Recommendation

By motion, adopt the resolution.

Attachment List

1. Attachments
2. Public Comments
3. Unapproved PC Minutes 081424
4. Neighborhood meeting summary



City of Blaine

Signature Copy

Resolution: RES 24-162

Resolution Approving a Preliminary Manufactured Home Park Plan to Add Eight Additional Lots in an Existing Manufactured Home Park at 50 113th Avenue NE. Park of Four Seasons (Case File No. 23-0074/EES)

WHEREAS, an application has been filed by PFS MHC LLC, Case File No. 23-0074 for a preliminary manufactured home park plan; and

WHEREAS, said case involves the division of land described as follows:

THE S1/2 OF NW1/4 OF NW1/4 OF SEC 18 TWP 31 RGE 23, EX RD, SUBJ TO EASE OF REC

AND

THE SW1/4 OF NW1/4 OF SEC 18 TWP 31 RGE 23, EX RD, SUBJ TO EASE OF REC

AND

THE N1/2 OF NW1/4 OF SW1/4 OF SEC 18 TWP 31 RGE 23, EX RD, SUBJ TO EASE OF REC

AND

THE S1/2 OF NW1/4 OF SW1/4 OF SEC 18 TWP 31 RGE 23, EX RD, SUBJ TO EASE OF REC

WHEREAS, the Blaine Planning Commission has reviewed said case file on August 14, 2024; and

WHEREAS, the preliminary park plan meets the general requirements of section 29.120 of the Blaine Zoning Code; and

WHEREAS, the Blaine Planning Commission held a public hearing on August 14, 2024, and recommend approval regarding said plat with conditions; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine that preliminary park plan approval per Section 29.127 (b) of the Zoning Code is hereby granted for Lakeshore Management, Park of Four Seasons, consisting of the addition of eight new manufactured home lots, permitting preparation of a final park plan for approval per Section 29.127 (c) subject to the listed conditions.

1. Park dedication shall be paid for 8 units at the amount in effect at the time of release of the park plan for recording at Anoka County.
2. SAC and WAC payment shall be paid prior to release of the park plan for recording, at the rate in effect at the time of payment.

3. A final park plan shall be submitted for review by the City Council which shall contain:
 - a. Landscape plan depicting one overstory tree per new lot.
 - b. One additional parking stall adjacent to the community building and modification to the parking lot to meet the Minnesota Accessibility Code.
 - c. Detailed plans showing the proposed changes to the office/community building and maintenance building to provide a total of 6,960 square feet of storm shelter space, including existing shelters. Plan shall include an explanation of the operation of any dual-purpose spaces.
4. Prepare a revised emergency management plan for review by the Chief of Police or designee.
5. Building permits to install new homes on the proposed lots will not be issued until a Coon Creek Watershed District permit has been issued and all conditions have been satisfied, including, but not limited to, conversion of existing buildings to storm shelters, installation of utilities and landscaping, and modification/expansion of the community building parking lot.

PASSED by City Council of the City of Blaine this 16th day of September, 2024.

PUBLIC NOTIFICATION LINE

**Project
Location**
R-4



BlaineMN.gov

Case File No. 23-0074 Park of Four Seasons

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



Storm Shelter Narrative

The Park of Four Seasons mobile home community consists of 572 existing mobile home lots spread over 107 acres. The community is located in the R-4 (Mobile Homes) zoning district per the City of Blaine zoning, at the main address of 50 113th Avenue Northeast. The two areas for proposed development of eight new mobile home sites are “Area A” and “Area B,” as indicated on our site plans. Area A is an approximately 1.05-acre vacant grassed area located just north of the community center circle, and Area B is an approximately 0.39-acre grassed area located in the southeast corner of the community. Between both new areas for development, a total added impervious cover of 0.31 acres is proposed, much of which will route its stormwater to proposed bioretention areas.

The existing community was constructed at some point between 1966 and 1972, prior to the implementation of the City’s storm shelter code. The site is currently serviced by four (4) existing shelters with a total area of 2,704 square feet, a legally existing nonconformity.

Section 29.125.t.1 of the City code requires one (1) shelter for each thirty (30) homes, each a minimum of eight hundred ten (810) square feet. Including the eight new units proposed, the park will have a total unit count of 580 homes, which would indicate a need for twenty (20) total storm shelters under each at least eight hundred ten (810) square feet, for a total combined shelter square footage of 16,200 square feet.

Minnesota state storm shelter rules require four (4) square feet per resident. With 1600 residents in the community, the applicant would be required to provide 6,400 square feet of shelter. The community is 3,696 square feet short of this requirement. However, we have engaged a structural engineer to evaluate existing community buildings on site – a maintenance building and an administration building – to determine whether they can be retrofitted for use as FEMA-compliant shelters at a reasonable cost. The existing buildings constitute a habitable area of 10,191 square feet; even allowing for 50% of the retrofitted floor area to be unusable for shelter, the available 5,095 square feet would provide compliance with the state rule even if it falls short of the City code.

PROPERTY:
591113TH AVENUE NE
CITY: BURLANE
ANOKA COUNTY, MN 55434

PARCEL ID: 18-31-23-02-0001
18-31-23-23-0001
18-31-23-32-00-0001
18-31-23-32-02-0002

AREA: 4,660.920 SF (107 AC.)
ZONING USE: R-4 (MOBILE HOMES)

UNIT COUNT:

24 x 40':	8
EX. TO REMAIN:	572
TOTAL NEW:	
TOTAL:	680

STORM SHELTER SCHEDULE:

15 x 8':	3
12 x 8':	1
TOTAL:	4
TOTAL COMBINED AREA:	2,704 SF

STORM SHELTER CALCULATIONS:
MINNESOTA RULES 1370 SPARK REQUIREMENTS:
MINIMUM 4 SQUARE FEET PER PERSON RESIDENT.

PARK RESIDENTS:	1600 PERSONS
STORM SHELTER PARK REQ:	1600 x 4 SF / PERSON = 6,400 SF

REV	DATE	DESCRIPTION	BY	KAL
1	01/10/24	HYDRA PRELIMINARY REVIEW COMMENTS		KAL



Independence
ENGINEERING LLC

1772 SENTRY PARKWAY WEST
BLUE BELT, PENNSYLVANIA 19422
(610) 426-4444
INDEPENDENCE@INDEPENDENCEENGINEERING.COM
NEW JERSEY * PENNSYLVANIA * MASSACHUSETTS

PRELIMINARY PLAT

EXISTING CONDITIONS PLAN

FOR

LAKESHORE MANAGEMENT - PARK OF FOUR SEASONS

50113TH AVENUE NE, CITY OF BLAINE
ANOKA COUNTY, MINNESOTA 55404



GRAPHIC SCALE: 1" = 200'

PROJECT
029-014

DATE
09/27/23

SCALE
1" = 200'

CHECKED
KAL

DRAWN
ESC

CHECKED
JWJ

SHEET
2

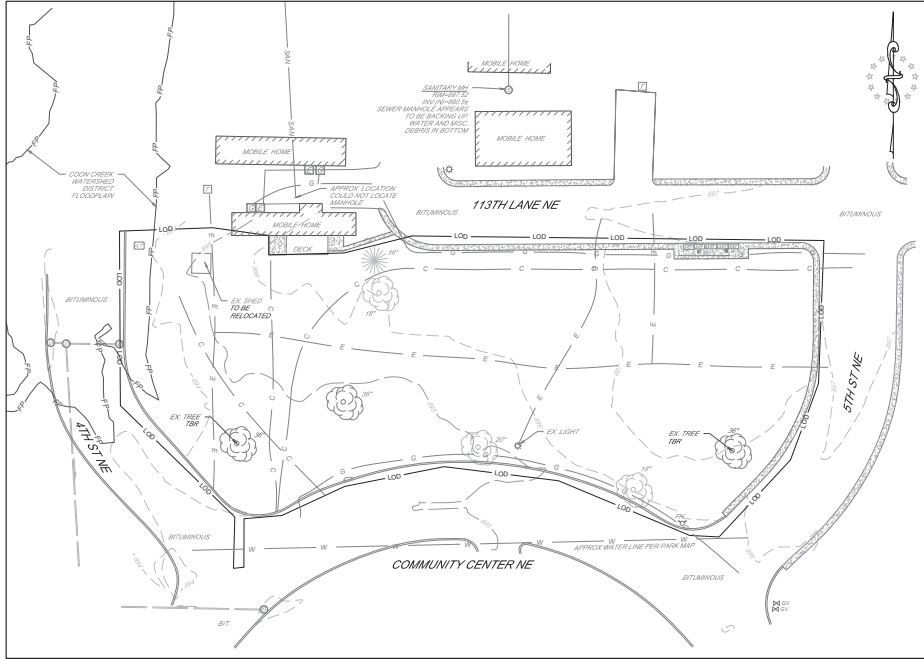
C300

OF
8

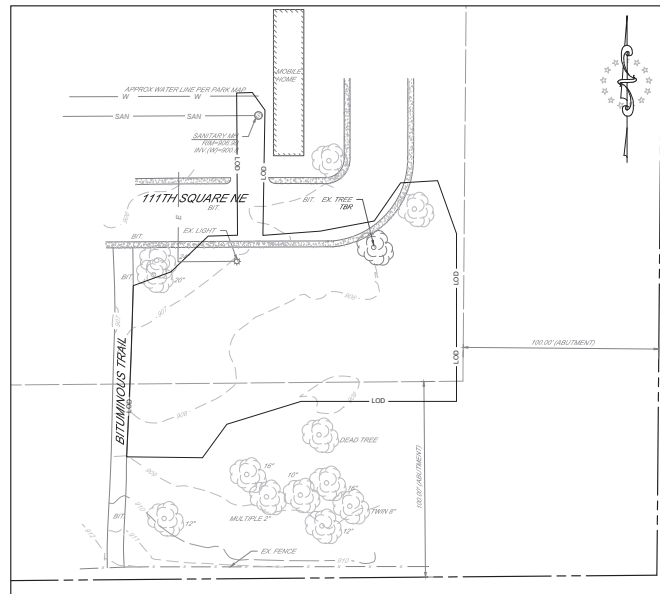
01/11/2024

GENERAL DEMOLITION NOTES:

1. ALL CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO SUBMITTING A BID, AND SHALL BE ADJUSTED IF NECESSARY. BASE MAP AND BOUNDARY INFORMATION SHOWN HEREON TAKEN FROM A PLAN ENTITLED "PARK OF FOUR SEASONS" PREPARED BY NORTHEAST SURVEYING, 310 EAST DEPOT STREET, MN 55355, DATED JULY 28TH, 2023, REVISED NOVEMBER 28TH, 2023.
2. UTILITIES SHOWN HEREON ARE REFERENCED FROM A PRIVATE UTILITY LOCATE SURVEY PERFORMED AND PREPARED BY SPIES, 11229 UNIVERSITY AVE NE, MINNEAPOLIS, MN 55424, AND SHOWN ON THEIR PLAN ENTITLED "OPRS FINDINGS MAP" SURVEYED UTILITIES CANNOT BE GUARANTEED, AND MUST BE VERIFIED BY THE CONTRACTOR AND BY PRIOR TO DRIVING.
3. ADDITIONAL SIDEWALK INFORMATION TAKEN FROM GIS DATA, FLOOD PLAIN LINES TAKEN FROM COON CREEK WATERSHED DISTRICT.
4. CONTRACTOR IS RESPONSIBLE TO CALL DIG SAFE #11 FOR UTILITY MARK OUT PRIOR TO ANY EXCAVATION.
5. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ANY EXISTING SITE IMPROVEMENTS AND UTILITIES. ALL DISCREPANCIES SHALL BE IDENTIFIED TO THE ENGINEER IN WRITING PRIOR TO COMMENCEMENT OF CONSTRUCTION.
6. DEMOLITION SHALL BE PERFORMED IN STRICT ACCORDANCE WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS.
7. ALL DEMOLITION SHALL PROCEED FROM THE TOP OF THE STRUCTURE TO THE GROUND.
8. ALL DEMOLITION WORK SHALL BE COMPLETED ON A GIVEN FLOOR OF A BUILDING BEFORE ANY STRUCTURAL ELEMENTS OF THE LOWER FLOORS ARE DISTURBED.
9. CONCRETE AND MASONRY SHALL BE DEMOLISHED IN SMALL SECTIONS.
10. STRUCTURAL MEMBERS SHALL BE REMOVED AND LOWERED TO THE GROUND USING HOISTS, DERRICKS, AND/OR OTHER INDUSTRY-ACCEPTED METHODS.
11. CONCRETE SLAB-ON-GRADE SHALL BE BROKEN UP UNLESS OTHERWISE DIRECTED.
12. DEMOLITION EQUIPMENT SHALL BE LOCATED SPARSELY THROUGHOUT THE STRUCTURE AND MATERIALS REMOVED IN A MANNER TO AVOID THE IMPOSITION OF EXCESSIVE LOADS ON REMAINING STRUCTURAL ELEMENTS.
13. INTERIOR AND EXTERIOR SHORING, BRACING, AND/OR SUPPORTS SHALL BE PROVIDED TO PREVENT MOVEMENT, SETTLEMENT, AND COLLAPSE OF STRUCTURES TO BE DEMOLISHED AND ADJACENT FACILITIES.
14. ALL FOUNDATION WALLS, FOOTINGS, AND OTHER MATERIALS WITHIN THE FOOTPRINT OF THE FUTURE STRUCTURE SHALL BE DEMOLISHED. ALL OTHER FOUNDATION SYSTEMS SHALL BE DEMOLISHED TO A DEPTH OF NO LESS THAN TWELVE (12) INCHES BELOW THE GRADE OF PROPOSED PAVEMENT. BASEMENT FLOOR SLABS SHALL BE BROKEN. ALL OPEN UTILITY LINES SHALL BE SEALED WITH CONCRETE.
15. COVERED PASSAGEWAYS SHALL BE ERECTED ADJACENT TO AREAS OF DEMOLITION TO PROVIDE SAFE PASSAGE TO PEDESTRIANS. ALL DEMOLITION OPERATIONS SHALL BE PERFORMED TO PREVENT DAMAGE TO STRUCTURES AND ADJACENT BUILDINGS, AND INJURY TO PERSONS.
16. EXPLOSIVES SHALL NOT BE USED WITHOUT PRIOR WRITTEN CONSENT OF OWNER AND AUTHORITIES HAVING JURISDICTION.
17. DEMOLITION SHALL BE PERFORMED TO MINIMIZE INTERFERENCE WITH ROADS, STREETS, WALKS, AND OTHER WAYS, ROADS, STREETS, WALKS, AND OTHER WAYS SHALL NOT BE CLOSED WITHOUT PRIOR WRITTEN CONSENT OF OWNER AND AUTHORITIES HAVING JURISDICTION. ALTERNATE TRAVEL ROUTES SHALL BE PROVIDED AROUND CLOSED OR OBSTRUCTED WAYS IF REQUIRED BY AUTHORITIES HAVING JURISDICTION.
18. WATERING, TEMPORARY ENCLOSURES, AND/OR OTHER APPROPRIATE METHODS SHALL BE EMPLOYED AS NECESSARY TO MINIMIZE THE AMOUNT OF DUST LEAVING THE DEMOLITION SITE. ADJACENT IMPROVEMENTS SHALL BE CLEANED OF ALL DIRT AND DEBRIS CAUSED BY DEMOLITION OPERATIONS. ALL ADJACENT AREAS SHALL BE RETURNED TO THE CONDITIONS IN EXISTENCE AT THE COMMENCEMENT OF WORK.
19. DEMOLITION SHALL BE PERFORMED TO PREVENT UNAUTHORIZED ENTRY OF ANY PERSONS TO THE SITE AT ANY TIME.
20. BELOW GRADE AREAS AND VOIDS RESULTING FROM DEMOLITION OF STRUCTURES AND FOUNDATIONS SHALL BE FILLED WITH SOIL MATERIALS CONSISTING OF STONE, GRAVEL, AND SAND, FREE FROM DEBRIS, TRASH, FROZEN MATERIALS, ROOTS, AND OTHER ORGANIC MATTER. STONES LARGER THAN SIX (6) INCHES IN DIMENSION SHALL NOT BE USED. DEMOLITION MATERIALS MAY NOT BE USED AS FILL. AREAS TO BE FILLED SHALL BE FREE STANDING WATER, FROST, FROZEN MATERIAL, TRASH, AND DEBRIS PRIOR TO FILLING. FILL MATERIALS SHALL BE PLACED IN HORIZONTAL LAYERS NOT EXCEEDING SIX (6) INCHES IN LOOSE DEPTH, AND EACH COMPACTED TO 90% OPTIMUM DRY DENSITY. THE SURFACE SHALL BE GRADED TO MEET ADJACENT CONTOURS AND TO PROVIDE ADEQUATE SURFACE DRAINAGE AWAY FROM FILL AREA.
21. ALL DEBRIS, RUBBISH, SALVAGEABLE ITEMS, AND HAZARDOUS AND COMBUSTIBLE MATERIALS SHALL BE REMOVED FROM THE SITE AT THE EARLIEST POSSIBLE TIME. MATERIALS TO BE REMOVED MAY NOT BE STORED, SOLD, OR BURNED ON SITE. HAZARDOUS AND COMBUSTIBLE MATERIALS SHALL BE REMOVED IN CONFORMANCE WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS, AND PROCEDURES ENFORCED BY THE FIRE DEPARTMENT AND OTHER AUTHORITIES HAVING JURISDICTION.
22. ALL UTILITIES SERVING STRUCTURES TO BE DEMOLISHED SHALL BE DISCONNECTED, SHUT OFF, AND SEALED IN CONCRETE PRIOR TO THE COMMENCEMENT OF DEMOLITION. ALL UTILITY, DRAINAGE, AND SANITARY LINES SHALL BE MARKED FOR POSITION PRIOR TO DISCONNECTION, AND ALL ACTIVE LINES SHALL BE PROTECTED CONSISTENT WITH ACCEPTED INDUSTRY STANDARDS. ALL UTILITY SERVICES TO BE INTERRUPTED SHALL BE CLEARLY MARKED PRIOR TO DEMOLITION, AND ALL LOCAL UTILITY AGENCIES SHALL BE NOTIFIED TO ENSURE THE CONTINUATION OF SERVICE.
23. ALL EXISTING UTILITIES SHALL BE REMOVED, AS NECESSARY, IN ACCORDANCE WITH LOCAL UTILITY AGENCY REQUIREMENTS.
24. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS NECESSARY.
25. TEMPORARY SEEDING TO BE IN ACCORDANCE WITH LOCAL AND STATE EROSION AND SEDIMENT CONTROL STANDARDS.



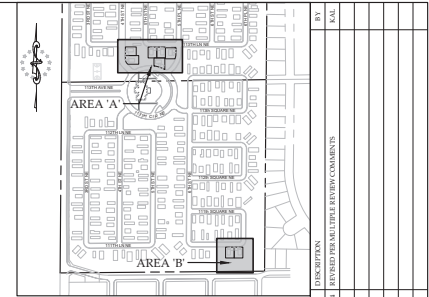
AREA 'A'



AREA 'B'

LEGEND

---	EXISTING RIGHT-OF-WAY
---	EXISTING PROPERTY LINE
---	EXISTING FENCE
---	EXISTING CONTOUR LINE - MAJOR
---	EXISTING CONTOUR LINE - MINOR
---	LIMIT OF DISTURBANCE
---	EXISTING UNDERGROUND ELECTRIC
---	EXISTING CABLE / COAXIAL WIRE
---	EXISTING DOMESTIC WATER SERVICE
---	EXISTING GAS SERVICE
---	EXISTING SANITARY PIPE
---	EXISTING FLOOD PLAIN BOUNDARY
---	EXISTING STORM PIPE
---	EXISTING TELECOMMUNICATIONS CABLE
---	EXISTING SANITARY MANHOLE
---	EXISTING STORM MANHOLE
---	EXISTING ELECTRIC TRANSFORMER
---	EXISTING GAS METER
---	EXISTING ELECTRIC METER
---	EXISTING GAS VALVE
---	EXISTING FIRE HYDRANT
---	EXISTING LIGHT POLE
---	EXISTING FEATURE TO BE REMOVED



REV	DATE	DESCRIPTION
1	09/27/23	REVISED PRELIMINARY REVIEW COMMENTS

Independence
ANOKA COUNTY, MINNESOTA
1775 NEW PARKWAY WEST
BELLINGHAM, WA 98226
ANOKA COUNTY, MINNESOTA
NEW JERSEY, PENNSYLVANIA, MASSACHUSETTS

PRELIMINARY PLAN
DEMOLITION PLAN
FOR
LAKESHORE MANAGEMENT, PARK OF FOUR SEASONS
50 113TH AVENUE NE, CITY OF BLAINE
ANOKA COUNTY, MINNESOTA 55343

PROPERTY:
50 113TH AVENUE NE
CITY OF BLAINE
ANOKA COUNTY, MN 55343
PARCEL ID: 18-31-23-22-0001
18-31-23-23-0001
18-31-23-32-0001
18-31-23-32-0002
AREA: 4,660,920 SF (107 AC.)
ZONING USE: R-4 (MOBILE HOMES)

UNIT COUNT:
24' x 40': 8
EX. TO REMAIN: 572
TOTAL NEW: 8
TOTAL: 580

STORM SHELTER SCHEDULE:
13' x 42': 3
13' x 62': 1
TOTAL: 4
TOTAL COMBINED AREA: 2,704 SF

STORM SHELTER CALCULATIONS:
MINNESOTA RULES 1370 SPACE REQUIREMENTS:
MINIMUM 4 SQUARE FEET PER PARK RESIDENT
PARK RESIDENTS: 1000 PERSONS
STORM SHELTER SPACE REQ: 1000 x 4 SF / PERSON
= 6,400 SF

PROJECT	029-B14
DATE	09/27/23
SCALE	DRAWN
1" = 30'	ESC
DESIGNED	CHECKED
KAL	JWJ
SHEET	OF
3	8

C310

SITE PLAN NOTES:

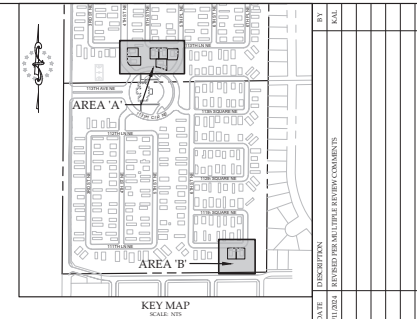
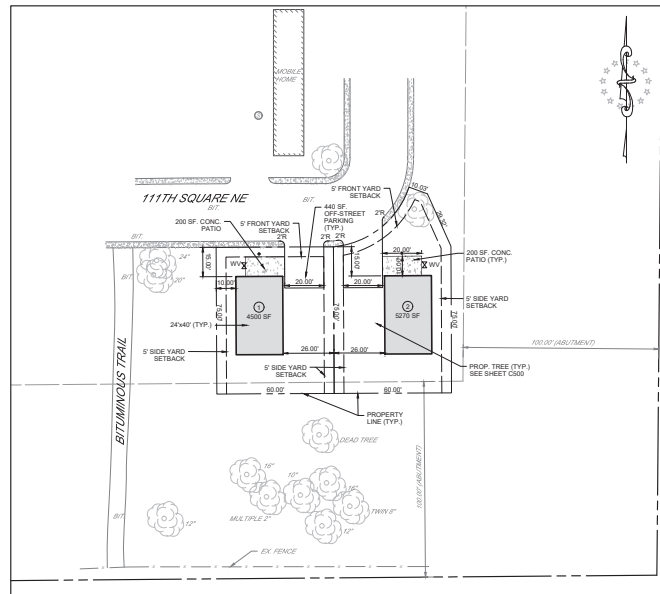
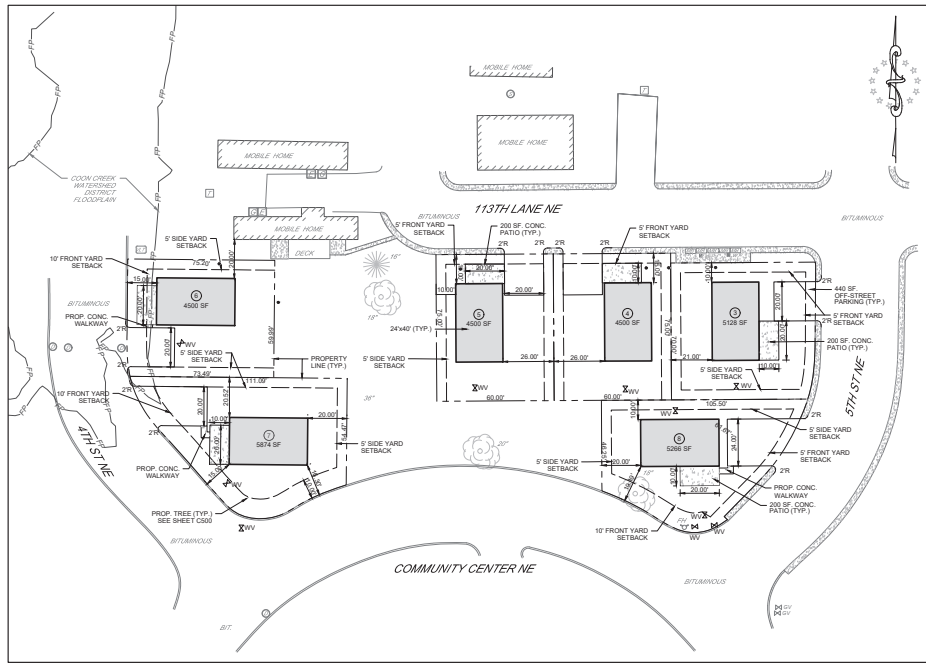
- PROPERTY:
30 113TH AVENUE NE
CITY OF BLAINE
ANOKA COUNTY, MN 55434

PARCEL ID: 18-31-23-22-0001
18-31-23-23-0001
18-31-23-32-0001
18-31-23-32-0002

AREA: 4,660,920 SF (107 AC)
ZONE USE: R-4 (MOBILE HOMES)
- OWNER / APPLICANT:
LAKESHORE MANAGEMENT, INC.
8800 BRONX AVENUE, SUITE 200
SKOKIE, IL 60077
- ENGINEER:
INDEPENDENCE ENGINEERING LLC
17775 NEW PARKWAY WEST
BUILDING 12, SUITE 103
BLUE BELL, PA 19422
PHONE: (215) 798-4450
- SURVEYOR:
NORTSTAR SURVEYING
310 EAST DEPOT STREET
LITCHFIELD, MN 55355
PHONE: (509) 699-3710
- ALL CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO SUBMITTING A BID, AND SHALL BE ADJUSTED IF NECESSARY. NO ADDITIONAL COMPENSATION WILL BE GRANTED AFTER A BID AWARD FOR ANY EQUIPMENT, MATERIAL, OR LABOR REQUIRED TO MODIFY THE DESIGN TO MATCH FIELD CONDITIONS.
- BASE MAP AND BOUNDARY INFORMATION SHOWN HEREON TAKEN FROM A PLAN ENTITLED "PARK OF FOUR SEASONS" PREPARED BY NORTSTAR SURVEYING, 310 EAST DEPOT STREET, MN 55355, DATED JULY 26TH, 2023, REVISED NOVEMBER 8TH, 2023.
- ADDITIONAL SIDEWALK INFORMATION TAKEN FROM GIS DATA, FLOOD PLAIN LINES TAKEN FROM COON CREEK WATERSHED DISTRICT.
- A REPORT OF GEOTECHNICAL ENGINEERING WAS PREPARED BY DGG CONSULTING LLC, DATED AUGUST 1, 2023.
- PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE SURE THAT ALL REQUESTED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS PROVIDED BY ALL APPLICABLE PERMITTING AUTHORITIES.
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE REQUIREMENTS AND STANDARDS OF THE LOCAL GOVERNING AUTHORITY.
- SITE CLEARING SHALL INCLUDE THE LOCATION AND REMOVAL OF ALL UNDERGROUND TANKS, PIPES, VALVES, ETC. CONTRACTOR SHALL REPAIR ANY DISTURBED AREAS TO EXISTING CONDITION, INCLUDING PAVED AREAS AND LANDSCAPED AREAS.
- SOLID WASTE SHALL BE DISPOSED OF BY CONTRACTOR IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS.
- ALL UNSUITABLE EXCAVATED MATERIAL SHALL BE TRANSPORTED TO AN APPROVED DISPOSAL LOCATION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SHORING REQUIRED DURING CONSTRUCTION. SHORING SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH CURRENT OSHA STANDARDS. CONTRACTOR SHALL MAKE SUFFICIENT ADDITIONAL PROVISIONS TO ENSURE STABILITY OF ALL CONTIGUOUS AND ADJACENT STRUCTURES, AS FIELD CONDITIONS MAY DICTATE.
- CONTRACTOR AND ANY SUBCONTRACTORS SHALL CARRY STATUTORY WORKERS' COMPENSATION INSURANCE, EMPLOYERS' LIABILITY INSURANCE, AND COMMERCIAL GENERAL LIABILITY INSURANCE AT REQUIRED LIMITS OF COVERAGE. ALL CONTRACTORS SHALL HAVE OSHA POLICES ISSUED TO INCLUDE INDEPENDENCE ENGINEERING LLC WITH ITS SUBCONSULTANTS LISTED AS ADDITIONAL INSURED. ALL CONTRACTORS MUST FURNISH INDEPENDENCE ENGINEERING LLC WITH CERTIFICATES OF INSURANCE PRIOR TO THE COMMENCEMENT OF WORK, AND UPON RENEWAL OF EACH POLICY DURING THE TERM OF CONSTRUCTION. CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS INDEPENDENCE ENGINEERING LLC AND ITS SUBCONSULTANTS AGAINST ANY DAMAGES, LIABILITIES, OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS CONNECTED WITH THE PROJECT, INCLUDING ALL CLAIMS BY CONTRACTORS' EMPLOYEES, TO THE FULLEST EXTENT PERMITTED BY LAW.
- NEITHER THE PROFESSIONAL ACTIVITIES OF INDEPENDENCE ENGINEERING LLC NOR THE PRESENCE OF ITS EMPLOYEES AT THE PROJECT SITE SHALL RELIEVE THE CONTRACTOR OF ITS DUTIES, OBLIGATIONS, AND/OR RESPONSIBILITIES, INCLUDING BUT NOT LIMITED TO CONSTRUCTION MEANS, METHODS, SEQUENCING AND/OR PROTOCOLS NECESSARY FOR PERFORMING, COORDINATING, AND/OR SUPERINTENDING THE WORK IN ACCORDANCE WITH THE PROJECT DOCUMENTS AND APPLICABLE HEALTH AND SAFETY REGULATIONS. THE CONTRACTOR SHALL BEAR SOLE RESPONSIBILITY FOR SITE SAFETY PLANNING, PROVISIONING, IMPLEMENTATION, AND MAINTENANCE. INDEPENDENCE ENGINEERING LLC BEARS NO AUTHORITY TO EXERCISE CONTROL OVER CONTRACTOR OR ITS EMPLOYEES IN CONNECTION WITH CONSTRUCTION.
- INDEPENDENCE ENGINEERING LLC SHALL REVIEW AND TAKE APPROPRIATE ACTION ON SUBMITTALS TO BE SUBMITTED BY CONTRACTOR PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, INCLUDING BUT NOT LIMITED TO SHOP DRAWINGS, PRODUCT DATA, AND MATERIAL SAMPLES. INDEPENDENCE ENGINEERING LLC SHALL REVIEW SUBMITTALS ONLY FOR CONFORMANCE WITH THE DESIGN DRAWINGS. SUBMITTALS SHALL NOT BE REVIEWED FOR CONSTRUCTION MEANS AND METHODS, COORDINATION OF TRADES, OR SITE SAFETY, WHICH ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. INDEPENDENCE ENGINEERING LLC SHALL NOT BE LIABLE FOR DEVIATIONS OR THE RESULTS THEREFROM FROM THE APPROVED CONSTRUCTION DRAWINGS, UNLESS SAID DEVIATIONS ARE PROVIDED IN WRITING BY THE CONTRACTOR PRIOR TO IMPLEMENTATION, AND APPROVED IN WRITING BY INDEPENDENCE ENGINEERING LLC.
- THE CONTRACTOR SHALL NOT DEVIATE FROM THE PLANS AND SPECIFICATIONS, INCLUDING THE NOTES THEREON, WITHOUT PRIOR WRITTEN AUTHORIZATION FROM INDEPENDENCE ENGINEERING LLC AND THE PROJECT OWNER. SHOULD THE CONTRACTOR DEVIATE FROM THE APPROVED PROJECT DOCUMENTS, HE SHALL BEAR SOLE RESPONSIBILITY FOR FINES, PENALTIES, AND ALL COMPENSATORY AND PUNITIVE DAMAGES RESULTING THEREFROM. IN SUCH CASE, THE CONTRACTOR SHALL INDEMNIFY AND HOLD INDEPENDENCE ENGINEERING LLC HARMLESS AGAINST ANY DAMAGES, LIABILITIES, OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS CONNECTED WITH THE PROJECT, INCLUDING ALL CLAIMS BY CONTRACTORS' EMPLOYEES, TO THE FULLEST EXTENT PERMITTED BY LAW.
- DISPUTES BETWEEN INDEPENDENCE ENGINEERING LLC AND THE CONTRACTOR SHALL BE SUBMITTED TO NONBINDING MEDIATION UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE.
- THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL INCLUDE A PROVISION IN THEIR CONTRACTS WITH THEIR SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS, PROVIDING FOR MEDIATION AS THE PRIMARY METHOD OF DISPUTE RESOLUTION BETWEEN THOSE PARTIES.
- ALL TRAFFIC SIGNS AND STRIPING SHALL FOLLOW THE REQUIREMENTS SPECIFIED IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS," PUBLISHED BY THE FEDERAL HIGHWAY ADMINISTRATION, INCLUDING LOCALLY ADOPTED REVISIONS THERE TO.
- BUILDING SETBACKS SHOWN HEREON ARE MEASURED FROM THE EXTERIOR FACE OF BUILDING WALLS. SETBACKS DO NOT ACCOUNT FOR ROOF OVERHANGS, ORNAMENTAL ARCHITECTURAL ELEMENTS, SIGNAGE, OR OTHER EXTERIOR EXTENSION UNLESS OTHERWISE NOTED.
- LOCATION OF ALL EXISTING PROPOSED SERVICES AND CONNECTION POINTS ARE APPROXIMATE AND MUST BE CONFIRMED INDEPENDENTLY IN THE FIELD AND WITH LOCAL UTILITY COMPANIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR EXCAVATION. ALL DISCREPANCIES SHALL BE REPORTED IMMEDIATELY IN WRITING TO THE ENGINEER.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY "DIG SAFE" 811 TWO HOURS PRIOR TO ANY EXCAVATION ON SITE. CONTRACTOR SHALL ALSO NOTIFY LOCAL WATER AND SEWER AUTHORITIES TO MARK OUT THEIR SYSTEMS.
- THE CONTRACTOR SHALL COMPLETELY FILL BELOW-GRADE AREAS AND VOIDS RESULTING FROM THE DEMOLITION OF STRUCTURES AND FOUNDATIONS WITH SOIL MATERIALS CONSISTING OF STONE, GRAVEL, AND SAND, FREE FROM DEBRIS, TRASH, FROZEN MATERIALS, ROOTS, AND OTHER ORGANIC MATTER. STONES SHALL NOT BE LARGER THAN 6 INCHES IN ANY DIMENSION. DEMOLITION MATERIALS MAY NOT BE USED AS FILL. FILL MATERIALS SHALL BE PLACED IN HORIZONTAL LAYERS NOT EXCEEDING 6 INCHES IN LOOSE DEPTH CONTIGUOUS AND TO PROVIDE SURFACE DRAINAGE.
- ALL DEBRIS, RUBBISH, SALVAGE, HAZARDOUS AND COMBUSTIBLE MATERIALS SHALL BE REMOVED AT THE EARLIEST POSSIBLE TIME. REMOVED MATERIALS MAY NOT BE STORED, SOLD, OR BURNED ON SITE. HAZARDOUS AND COMBUSTIBLE MATERIALS SHALL BE REMOVED IN ACCORDANCE WITH PROCEDURES ADOPTED BY THE LOCAL FIRE DEPARTMENT AND OTHER JURISDICTIONAL AGENCIES.
- NO PLANTING OR PRIVATE SIGNS ARE PERMITTED WITHIN THE COUNTY RIGHT OF WAY. CARE MUST BE TAKEN WHEN LOCATING PRIVATE SIGNS, BUILDINGS, STRUCTURES, PLANTINGS, BERRS, ETC. ALONGSIDE THE COUNTY RIGHT OF WAY SO AS TO NOT CREATE ANY NEW BIGHT OBSTRUCTIONS FOR THE COUNTY HIGHWAY (CSAH 51).

LEGEND

- EXISTING RIGHT-OF-WAY
- EXISTING PROPERTY LINE
- EXISTING FENCE
- EXISTING TELECOMMUNICATIONS VAULT
- EXISTING SANITARY MANHOLE
- EXISTING STORM MANHOLE
- EXISTING ELECTRIC TRANSFORMER
- EXISTING GAS METER
- EXISTING ELECTRIC METER
- EXISTING GAS VALVE
- EXISTING FIRE HYDRANT
- EXISTING LIGHT POLE
- EXISTING FLOOD PLAIN BOUNDARY
- PROPOSED WATER VALVE



REV	DATE	DESCRIPTION	BY
1	07/11/2024	REVISED PRELIMINARY REVIEW COMMENTS	KAL

Independence
ENGINEERING LLC
17775 NEW PARKWAY WEST
BUILDING 12, SUITE 103
BLUE BELL, PA 19422
PHONE: (215) 798-4450
NEW JERSEY, PENNSYLVANIA, MASSACHUSETTS

PRELIMINARY PLAN
SITE PLAN
NOR
LAKESHORE MANAGEMENT, PARK OF FOUR SEASONS
30 113TH AVENUE NE, CITY OF BLAINE
ANOKA COUNTY, MINNESOTA 55434

PROJECT	029-014
DATE	09/27/23
SCALE	1" = 30'
DRAWN	ESC
DESIGNED	KAL
CHECKED	JWJ
SHEET	4
OF	8

C400

2. CONTRACTOR TO LOCATE AND UTILIST EXISTING WATER SEWER SERVICE CONNECTION IF FEASIBLE.
3. IF REUSE OF EXISTING WATER SEWER SERVICE IS INFEASIBLE, THEN IT SHALL BE REMOVED AND CAPPED AT THE PUBLIC MAIN. NEW SANITARY SEWER INSTALLATION SHALL BE REQUIRED FOR REPLACEMENT OF REMOVED EXISTING PUBLIC WORKS. TERMINATION MUST BE APPROVED BY THE CITY OF BLAINE DEPARTMENT OF PUBLIC WORKS FOR TOOLS.
4. NEAREST SEWER SERVICE LOCATIONS SHALL BE COORDINATED WITH THE CITY OF BLAINE DEPARTMENT OF PUBLIC WORKS.
5. CONTRACTOR IS RESPONSIBLE FOR ALL REQUIRED STREET OPENING PERMITS FOR REMOVAL OF EXISTING WATER SEWER SERVICE AND INSTALLATION OF NEW SANITARY SEWER SERVICES.
6. CONTRACTOR TO LOCATE AND UTILIST EXISTING GAS SERVICE CONNECTION IF FEASIBLE.
7. IF REUSE OF EXISTING GAS SERVICE IS INFEASIBLE, THEN IT SHALL BE REMOVED AND CAPPED AT THE MAIN, IN ACCORDANCE WITH THE LOCAL GAS COMPANY'S POLICY. THE LOCAL GAS COMPANY, TERMINATION MUST BE APPROVED BY THE LOCAL GAS COMPANY PRIOR TO COMPLETION.
8. NEW GAS SERVICE LOCATIONS SHALL BE COORDINATED WITH THE LOCAL GAS COMPANY.
9. EQUALLY SIZED.
10. CONTRACTOR TO LOCATE AND UTILIST EXISTING SANITARY SEWER SERVICE CONNECTION IF FEASIBLE AND AVAILABLE.
11. IF REUSE OF EXISTING SANITARY SEWER SERVICE IS INFEASIBLE, THEN IT SHALL BE REMOVED AND CAPPED AT THE PUBLIC MAIN. NEW SANITARY SEWER INSTALLATION SHALL BE REQUIRED FOR REPLACEMENT OF REMOVED EXISTING PUBLIC WORKS. TERMINATION MUST BE APPROVED BY THE CITY OF BLAINE DEPARTMENT OF PUBLIC WORKS FOR TOOLS.
12. NEAREST SEWER SERVICE LOCATIONS SHALL BE COORDINATED WITH THE CITY OF BLAINE DEPARTMENT OF PUBLIC WORKS.
13. CONTRACTOR IS RESPONSIBLE FOR ALL REQUIRED STREET OPENING PERMITS FOR REMOVAL OF EXISTING SANITARY SEWER SERVICES AND/OR INSTALLATION OF NEW SANITARY SEWER SERVICES.

LOCATION OF ALL EXISTING AND PROPOSED SERVICES, INCLUDING BUT NOT LIMITED TO SANITARY, WATER, ELECTRIC, GAS, STORM, AND TELECOMMUNICATIONS, ARE APPROXIMATE AND MUST BE CONFIRMED INDEPENDENTLY BY WATER, ELECTRIC, GAS, STORM, AND TELECOMMUNICATIONS ENGINEERS AND/OR CITY UTILITIES AGENCIES AND AUTHORITIES TO AVOID CONFLICTS. CONTRACTOR SHALL NOTIFY CITY OF ANY CONFLICTS PRIOR TO COMMENCEMENT OF CONSTRUCTION. ANY DISCREPANCY SHALL BE REPORTED IMMEDIATELY IN WRITING TO THE ENGINEER.

2. LOCATION OF SANITARY AND STORM FACILITIES SHALL BEGIN AT THE LOWEST ELEVATION POINT OF THE FACILITY AND PROCEED TO THE POINT OF DISCHARGE. THE LOCATION OF THE FACILITY SHALL BE VERIFIED BY TEST PIT PRIOR TO COMMENCEMENT OF CONSTRUCTION.

3. CONTRACTOR IS RESPONSIBLE TO NOTIFY GID SAF 811 AT LEAST SEVENTY-TWO (72) HOURS PRIOR TO ANY EXCAVATION OR INSTALLATION OF NEW FACILITIES. CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS FOR ALL NEW FACILITIES PRIOR TO EXCAVATION.

4. EXACT LOCATIONS AND DEPTHS OF BUILDING UTILITY CONNECTIONS ARE SHOWN ON THE ARCHITECTURAL PLANS. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY CONFLICTS PRIOR TO CONSTRUCTION.

5. ALL PROPOSED UTILITIES TO BE INSTALLED UNDERGROUND UNLESS OTHERWISE SPECIFIED.

6. ALL SEWER AND WATER MAINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE CITY OF BLAINE DEPARTMENT OF PUBLIC WORKS.

7. WATER SERVICE MATERIALS SHALL BE SPECIFIED BY THE LOCAL WATER UTILITY. ENGINEER IS NOT RESPONSIBLE FOR THE SELECTION OF MATERIALS. CONTRACTOR SHALL BE RESPONSIBLE FOR THE SELECTION OF MATERIALS.

8. SANITARY SEWER MAINS SHALL BE SEPARATED FROM WATER MAINS BY AT LEAST TEN (10) FEET HORIZONTALLY, WHERE SUCH SEPARATION IS NOT POSSIBLE, SEWER AND WATER MAINS SHALL BE SEPARATE TRENCHES, WITH THE WATER MAINS LOCATED DEEPER THAN THE SEWER MAINS.

9. ALL SEWER PIPE INSTALLED WITH LESS THAN THREE (3) FEET OF COVER, GREATER THAN TWENTY (20) FEET OF COVER, AND GREATER THAN TWENTY (20) FEET OF COVER, SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE, UNLESS OTHERWISE SPECIFIED.

10. WHERE SANITARY SEWER LATERAL CONNECTIONS ARE GREATER THAN TEN (10) FEET DEEP AT THE POINT OF CONNECTION, THE LATERAL SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE, UNLESS OTHERWISE SPECIFIED.

11. GAS, ELECTRIC, AND TELECOMMUNICATIONS LINES LOCATED HEREON ARE APPROXIMATE. ACTUAL LOCATION AND LAYOUT FOR GAS, ELECTRIC, AND TELECOMMUNICATIONS SHALL BE AT THE DIRECTION OF THE APPROPRIATE PROVIDER.

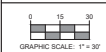
12. MEANS, METHODS, AND MATERIALS SHALL BE DONE IN ACCORDANCE WITH THE OWNER'S SPECIFICATIONS. IF SADDLE VALVES ARE REQUIRED, THEY SHALL BE AS SPECIFIED. ALL MEANS, METHODS, AND MATERIALS SHALL BE PROVIDED CONSISTENT WITH THE CITY OF BLAINE STANDARD SPECIFICATIONS.



LEGEND



FOR
LAKESHORE MANAGEMENT - PARK OF FOUR SEASONS
50113TH AVENUE NE, CITY OF BLAINE
A. N. VOGLA, CHAIRMAN, 3. 4. 1993, 12. 1993, 1. 1994, 2. 1994, 3. 1994, 4. 1994, 5. 1994, 6. 1994, 7. 1994, 8. 1994, 9. 1994, 10. 1994, 11. 1994, 12. 1994, 1. 1995, 2. 1995, 3. 1995, 4. 1995, 5. 1995, 6. 1995, 7. 1995, 8. 1995, 9. 1995, 10. 1995, 11. 1995, 12. 1995, 1. 1996, 2. 1996, 3. 1996, 4. 1996, 5. 1996, 6. 1996, 7. 1996, 8. 1996, 9. 1996, 10. 1996, 11. 1996, 12. 1996, 1. 1997, 2. 1997, 3. 1997, 4. 1997, 5. 1997, 6. 1997, 7. 1997, 8. 1997, 9. 1997, 10. 1997, 11. 1997, 12. 1997, 1. 1998, 2. 1998, 3. 1998, 4. 1998, 5. 1998, 6. 1998, 7. 1998, 8. 1998, 9. 1998, 10. 1998, 11. 1998, 12. 1998, 1. 1999, 2. 1999, 3. 1999, 4. 1999, 5. 1999, 6. 1999, 7. 1999, 8. 1999, 9. 1999, 10. 1999, 11. 1999, 12. 1999, 1. 2000, 2. 2000, 3. 2000, 4. 2000, 5. 2000, 6. 2000, 7. 2000, 8. 2000, 9. 2000, 10. 2000, 11. 2000, 12. 2000, 1. 2001, 2. 2001, 3. 2001, 4. 2001, 5. 2001, 6. 2001, 7. 2001, 8. 2001, 9. 2001, 10. 2001, 11. 2001, 12. 2001, 1. 2002, 2. 2002, 3. 2002, 4. 2002, 5. 2002, 6. 2002, 7. 2002, 8. 2002, 9. 2002, 10. 2002, 11. 2002, 12. 2002, 1. 2003, 2. 2003, 3. 2003, 4. 2003, 5. 2003, 6. 2003, 7. 2003, 8. 2003, 9. 2003, 10. 2003, 11. 2003, 12. 2003, 1. 2004, 2. 2004, 3. 2004, 4. 2004, 5. 2004, 6. 2004, 7. 2004, 8. 2004, 9. 2004, 10. 2004, 11. 2004, 12. 2004, 1. 2005, 2. 2005, 3. 2005, 4. 2005, 5. 2005, 6. 2005, 7. 2005, 8. 2005, 9. 2005, 10. 2005, 11. 2005, 12. 2005, 1. 2006, 2. 2006, 3. 2006, 4. 2006, 5. 2006, 6. 2006, 7. 2006, 8. 2006, 9. 2006, 10. 2006, 11. 2006, 12. 2006, 1. 2007, 2. 2007, 3. 2007, 4. 2007, 5. 2007, 6. 2007, 7. 2007, 8. 2007, 9. 2007, 10. 2007, 11. 2007, 12. 2007, 1. 2008, 2. 2008, 3. 2008, 4. 2008, 5. 2008, 6. 2008, 7. 2008, 8. 2008, 9. 2008, 10. 2008, 11. 2008, 12. 2008, 1. 2009, 2. 2009, 3. 2009, 4. 2009, 5. 2009, 6. 2009, 7. 2009, 8. 2009, 9. 2009, 10. 2009, 11. 2009, 12. 2009, 1. 2010, 2. 2010, 3. 2010, 4. 2010, 5. 2010, 6. 2010, 7. 2010, 8. 2010, 9. 2010, 10. 2010, 11. 2010, 12. 2010, 1. 2011, 2. 2011, 3. 2011, 4. 2011, 5. 2011, 6. 2011, 7. 2011, 8. 2011, 9. 2011, 10. 2011, 11. 2011, 12. 2011, 1. 2012, 2. 2012, 3. 2012, 4. 2012, 5. 2012, 6. 2012, 7. 2012, 8. 2012, 9. 2012, 10. 2012, 11. 2012, 12. 2012, 1. 2013, 2. 2013, 3. 2013, 4. 2013, 5. 2013, 6. 2013, 7. 2013, 8. 2013, 9. 2013, 10. 2013, 11. 2013, 12. 2013, 1. 2014, 2. 2014, 3. 2014, 4. 2014, 5. 2014, 6. 2014, 7. 2014, 8. 2014, 9. 2014, 10. 2014, 11. 2014, 12. 2014, 1. 2015, 2. 2015, 3. 2015, 4. 2015, 5. 2015, 6. 2015, 7. 2015, 8. 2015, 9. 2015, 10. 2015, 11. 2015, 12. 2015, 1. 2016, 2. 2016, 3. 2016, 4. 2016, 5. 2016, 6. 2016, 7. 2016, 8. 2016, 9. 2016, 10. 2016, 11. 2016, 12. 2016, 1. 2017, 2. 2017, 3. 2017, 4. 2017, 5. 2017, 6. 2017, 7. 2017, 8. 2017, 9. 2017, 10. 2017, 11. 2017, 12. 2017, 1. 2018, 2. 2018, 3. 2018, 4. 2018, 5. 2018, 6. 2018, 7. 2018, 8. 2018, 9. 2018, 10. 2018, 11. 2018, 12. 2018, 1. 2019, 2. 2019, 3. 2019, 4. 2019, 5. 2019, 6. 2019, 7. 2019, 8. 2019, 9. 2019, 10. 2019, 11. 2019, 12. 2019, 1. 2020, 2. 2020, 3. 2020, 4. 2020, 5. 2020, 6. 2020, 7. 2020, 8. 2020, 9. 2020, 10. 2020, 11. 2020, 12. 2020, 1. 2021, 2. 2021, 3. 2021, 4. 2021, 5. 2021, 6. 2021, 7. 2021, 8. 2021, 9. 2021, 10. 2021, 11. 2021, 12. 2021, 1. 2022, 2. 2022, 3. 2022, 4. 2022, 5. 2022, 6. 2022, 7. 2022, 8. 2022, 9. 2022, 10. 2022, 11. 2022, 12. 2022, 1. 2023, 2. 2023, 3. 2023, 4. 2023, 5. 2023, 6. 2023, 7. 2023, 8. 2023, 9. 2023, 10. 2023, 11. 2023, 12. 2023, 1. 2024, 2. 2024, 3. 2024, 4. 2024, 5. 2024, 6. 2024, 7. 2024, 8. 2024, 9. 2024, 10. 2024, 11. 2024, 12. 2024, 1. 2025, 2. 2025, 3. 2025, 4. 2025, 5. 2025, 6. 2025, 7. 2025, 8. 2025, 9. 2025, 10. 2025, 11. 2025, 12. 2025, 1. 2026, 2. 2026, 3. 2026, 4. 2026, 5. 2026, 6. 2026, 7. 2026, 8. 2026, 9. 2026, 10. 2026, 11. 2026, 12. 2026, 1. 2027, 2. 2027, 3. 2027, 4. 2027, 5. 2027, 6. 2027, 7. 2027, 8. 2027, 9. 2027, 10. 2027, 11. 2027, 12. 2027, 1. 2028, 2. 2028, 3. 2028, 4. 2028, 5. 2028, 6. 2028, 7. 2028, 8. 2028, 9. 2028, 10. 2028, 11. 2028, 12. 2028, 1. 2029, 2. 2029, 3. 2029, 4. 2029, 5. 2029, 6. 2029, 7. 2029, 8. 2029, 9. 2029, 10. 2029, 11. 2029, 12. 2029, 1. 2030, 2. 2030, 3. 2030, 4



PROJECT

029-014

09/27/23

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10. *Journal of the American Medical Association*, 2000; 284: 1039-1044.

01/11/01

C600

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SHEET	OF
6	8

Proposed Ordinance

29.125 (t) Storm shelter and Civil Defense.

- (1) Storm shelters shall be provided in each mobile home park. Such shelters shall be constructed so as to provide safety for the occupants of the mobile home park in the event of a tornado. A minimum of 4 square feet of shelter space shall be provided for each resident of the park. ~~There shall be one (1) shelter for every thirty (30) mobile home lots and each shelter shall have a minimum area of eight hundred ten (810) square feet.~~

Patricia Robinson

From: September D. Holmblad, PP, PLS <sdholmblad@gmail.com>
Sent: Sunday, August 11, 2024 9:33 PM
To: Planning
Cc: donald.holmblad@gmail.com; 'September D. Holmblad'
Subject: Park at Four Seasons

Blaine Planning Commission
Email: Planning@blainemn.gov

RE: Case #23-0074
Lakeshore Management (Park of Four Seasons)
Petition Zoning Ordinance Amendment and New Lots

We are writing in response to a recent notice received that a hearing will be held on Wednesday, August 14, 2024, regarding the Park of Four Seasons. While we do not have any objections to the items requested; we have several concerns regarding the Park of Four Seasons in general that we would like to bring to the Planning Commission's attention. The concerns are:

1. Trash cleanup.
2. Potential unsafe burning.
3. Tall grass/weeds.
4. Tree Issues, i.e., dead/dying trees.
5. Damaged fence.
6. Illegal fireworks.

It is our opinion and request that prior to granting the Park of Four Seasons permission to add additional lots, that the trailer park's management company be required to do something about the upkeep and appearance of the trailer park. While we are not familiar with lot rent leases, it is our understanding from talking with one of the tenants that the individual trailer tenants are required to take care of their yards, i.e., cut the grass and weeds, pick up trash, etc. We suspect things like fence repair and trees would be the responsibility of the land owner and not the tenants. Therefore, while some of our concerns are likely directed to an individual tenant, we believe the trailer park management should be enforcing items that fall within the city's code.

Our backyard backs up to the trailer park. We have lived in our home since 1993. There have been off and on issues with the trailer park tenants over the years. When facing the trailer park from our backyard, there are 2 double-wide trailer lots behind our house. Over the years, there have been a multitude of different families living in trailers on these two lots. We have contacted the trailer park management regarding tall grass and weeds. We also previously contacted the city directly to report tall weed/grass issues and have called the police on at least two occasions regarding drugs and unattended backyard fires. More recently, we contacted the trailer park management regarding dead or dying trees; broken/damaged fence; unattended yards and trash.

First, let me say there are zero issues with the double-wide trailer on our left if facing the trailer park from our backyard. Their yard and fence line are taken care of; they cut their grass and weeds along the fence frequently; they take pride in their yard and surrounding area. On the other hand, the double-wide trailer to the right is pretty much a trash trailer and many of our concerns are directed towards this trailer. We apologize, as we do not know the address. There is always trash in the yard, the grass is rarely cut, and there is zero weed trimming on the fence line.

In approximately July 2022, we sent a letter with photos to the trailer park management regarding these issues. We received zero response to that letter. In December 2023 and May 2024, we once again sent an email to

the trailer park management. When all of the vegetation died off, all we could see was trash. After receiving a response to the December email, we emailed photos and were told they would look into our complaints. Having seen zero improvement, we again contacted the management in the spring 2024 . Again, we received no response to the follow-up email; however, we did observe a few minor changes to the trailer in question.

The following is a brief summary regarding our concerns:

Trash cleanup: This deals with the trash trailer referenced above. These people do not clean up their yard; they party outside at night; toss trash in their yard and our yard; and have bonfires. For example, there was an overflowing trash can sitting in their yard for well over 6 months. There was a downed tree from a storm for over a year lying in the yard.

Unsafe burning. The trash trailer has a so-called fire pit behind their trailer. They burn garbage, boxes, and other stuff that stinks. They have left fires unattended. We often see a glow through the fence and no one is there. In addition, it is very close to the trailer, there are overhang tree branches and weeds, we do not believe it is a legal/safe area for a fire.

Tall grass/weeds. The trash trailer does very little yard maintenance. We don't know who cuts their grass; however, no one cuts the tall weeds growing along the fence and behind their shed. There is a virtual jungle behind this trailer along the fence. A tree fell during the storm and it was left lying unattended for almost two years.

Tree Issues: There is a partially/almost dead birch tree next to the fence; there is another partially dead tree to the right of that tree; and there is a sugar maple tree to the left of the birch tree which was damaged in a storm and left unattended and is now a very large "tree bush" which encroaches into our yard. We had a tree removed in the fall of 2022. We were told that tree bush will eventually fall at some point. At a minimum, it should be trimmed; it overhangs into our yard, affecting our landscaping. There are other "volunteer" trees growing along the fence line that should be removed. We have attempted to take care of the overhang and some of the volunteer trees/weeds that affect our yard; however, given the lack of care, it has become very difficult to maintain part of our yard.

Damaged fence. The fence belongs to the trailer park. The fence has been damaged for well over two years from kids from the trailer park jumping the fence. These kids used our fence or the small utility box to vault over the fence. Our fence has been pushed down as a result of this. The damaged fence is a hazard. Someone is going to get hurt.

Illegal Fireworks. Every year around July 4th and January 1st, someone in the trailer park shoots off illegal fireworks; not just small fireworks, but very loud, fireworks that cause house-shaking booms. We know the city is busy during the July 4th holiday and cannot possibly manage every single complaint of this nature, but trust us when we say these are very loud, house-shaking type fireworks and should be investigated.

All we are asking is that the trailer park management be required to monitor the border fence, make necessary repairs, deal with the dead/dying trees and tall weeds/grass on a regular basis and that tenants be required to take care of their yards and clean up their trash on a regular basis before the trailer park is allowed to add more lots.

Thank you.

September and Donald Holmblad
11550 7th Street NE
Blaine, MN 55434

Joseph Halfman
11 112th Lane NE
Blaine, MN 55343
763-670-1655

City Council

September 9, 2024

To whom it may concern,

I am contacting you in regards to the expansion of the Four Season's trailer park. The Four Seasons trailer park cannot currently maintain the property they have. There is still plenty of spaces for more trailers.

By expanding it will not only affect our green space but also areas where the children play in general and also play soccer, not to mention the beauty of the front of the park. The "Park" has an indoor pool which is hardly ever open and it was one of the reasons many of us moved here so that our children would have a place to swim.

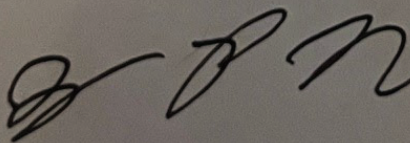
The Four Seasons trailer park is not only greedy but lazy. They are trying to make the residents responsible for their electric meters and the possibility of relocating them. This is an expense most of the residents here cannot possibly afford. Not to mention they do not own the meters. They also want to make residents responsible for the trees, sidewalks, driveways, and how to fix the mailboxes that sit at specific locations owned by Four Seasons that have been broken for years.

Residents pay enough in lot rent to expect the "Park" to do their due diligence in fixing the mailboxes, driveways and sidewalks. And how is it possible to make a resident responsible for Nature (trees). The residents are renting a piece of property, they do not own it and should therefore not be responsible for the up keep of the property. If the expansion goes through will it raise the lot rent again?

I sincerely hope you take all of this into consideration and think about the many residents and their children who have already had to put up with the lack of responsibility from the Four Seasons Park.

I thank you in advance for your time and consideration.

Respectfully, Joeseeph Halfman

A handwritten signature in black ink, appearing to read 'J. Halfman', written over a long, sweeping horizontal line that extends across the page.



City of Blaine

Planning Commission

August 14, 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 Wednesday, August 14, 2024. Chair Goracke called the meeting to order at 7:00PM.

2. Roll Call

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

Members Absent: Commission Member Olson and Chair Goracke.

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

4. Public Hearing

4.2. 2023-522 Case File No. 23-0074 // Park of Four Seasons // 50 113th Avenue NE
The applicant is requesting the following:

1. Code Amendment to modify the storm shelter requirement in the R-4 district to match state rules.
2. Manufactured Home Park Plan to add eight additional lots in an existing manufactured home park.

Sponsors: Elizabeth Showalter, Community Development Specialist

The report to the planning commission was presented by Elizabeth Showalter, Community Development Specialist. The public hearing for Case File 23-0074 was opened at 7:39PM.

Hilary Wright, 128 116th Avenue NE, explained she was a nine year resident of Four Seasons.

She reported she supported the storm shelter being improved. She asked how many residents had been notified of this public hearing.

Community Development Specialist Showalter reported notices were sent to anyone that owns property within 350 feet of the parcels impacted as well as to the homes that are located within 350 feet of the areas proposed for expansion within the park.

Ms. Wright indicated her initial concern was with the six homes proposed to be placed within the greenspace. She explained this greenspace was a main thoroughfare for the park and she did believe adding more traffic and cars to this congested area would be a concern. She commented on the lack of maintenance and crime that was occurring within the park and believed that eight more units would compound these concerns. She suggested action on this item be delayed in order to allow more residents from the park to be in attendance.

Angela Dehne, 31 115th Lane NE, resident of Four Seasons, explained she did not get notified of this public hearing until 8:48AM yesterday morning. She reported she had to leave work early in order to attend this meeting. She commented on how disheartening it was that she had only just received a shelter key after living within the park for five years. She expressed concern with the fact the park was not meeting current city codes. She recommended the park be brought into compliance with all city codes, prior to allowing the park owners to add eight new lots within the manufactured home park. She requested action on this item be delayed in order to allow for more public comment.

The public hearing was closed at 7:47PM.

Commissioner Deonauth requested the applicant speak to the maintenance concerns that were addressed by the Four Season residents. She asked that staff speak to when notices were sent to Four Seasons residents regarding the public hearing.

Community Development Specialist Showalter reported city notices were sent by mail 10 days in advance of the public hearing. She indicated the applicant notified residents via email regarding the neighborhood meeting. She explained the code violation regarding the storm shelter was considered a legal non-conforming or grandfathered requirement. She stated the city has no mechanism to require the storm shelter to be expanded without the park plan amendment.

Neil Sander, Independence Engineering, reported the storm shelter was an existing non conformity. He stated the plan amendment would bring the storm shelter into conformance with state code. He explained there was not enough room on the property to bring the site into compliance with city code. He commented a large portion of the clubhouse would be converted in order to provide additional emergency storm shelter space. He stated he received approval from the Coon Creek Watershed District for the additional eight lots. He indicated the eight new homes would not front on the circle, but rather would front on the side roads. He stated the maintenance issues that were brought up by the park residents, were not under his purview and should be brought to the attention of the park manager. He reported to bio retention areas were being added to the park to address storm water drainage concerns.

Commissioner Swanson asked if the only way to gain the additional storm shelter space was

to add eight additional lots. Mr. Sander indicated this was an opportunity to bring the property into conformance with storm shelter requirements.

Community Development Specialist Showalter reported any park plan amendment would require bringing the storm shelters into compliance.

Motion by Commissioner Homan to recommend approval of Planning Case 23-0074A approving the code amendment. Motion seconded by Commissioner Gorzycki. The motion passed 7-0.

Motion by Commissioner Homan to recommend approval of Planning Case 23-0074B a park plan to create eight (8) additional lots within the existing footprint of the Park of Four Seasons with the following conditions:

Case 23-0074B:

- 1. Park dedication shall be paid for 8 units at the amount in effect at the time of release of the park plan for recording at Anoka County.**
- 2. SAC and WAC payment shall be paid prior to release of the park plan for recording, at the rate in effect at the time of payment.**
- 3. A final park plan shall be submitted for review by the City Council which shall contain:**
 - a. Landscape plan depicting one overstory tree per new lot.**
 - b. One additional parking stall adjacent to the community building and modification to the parking lot to meet the Minnesota Accessibility Code.**
 - c. Detailed plans showing the proposed changes to the office/community building and maintenance building to provide storm shelter space in compliance with Minnesota Administrative Rules, Chapter 1370 for all lots in the park, including explanation of the operation of any dual-purpose spaces. Based on a total lot count of 580 lots, a total of 7,056 square feet of shelter space shall be required.**
- 4. Prepare a revised emergency management plan for review by the Director of Emergency Management.**
- 5. Building permits to install new homes in the proposed lots will not be issued until a Coon Creek Watershed District permit has been issued and all conditions have been satisfied, including, but not limited to, conversion of existing buildings to storm shelters, installation of utilities and landscaping, and modification/expansion of the community building parking lot.**

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

Vice Chair Halpern noted this would be on the agenda of the September 4, 2024 city council meeting.

Park of Four Seasons Community Meeting

September 11, 2024 3:30-4:30 pm

Attendees

Staff: Sheila Sellman, City Planner
Elizabeth Showalter, Community Development Specialist
Andy Luedtke, Fire Inspector II
Capt. Mark Boerboom, Director of Emergency Management

15 Residents

Storm Shelters

- Staff explained that the park is requesting an ordinance amendment to reduce the amount of shelter space required by City Code to match the state rule. That the ordinance amendment would apply to all the parks.
- Staff further explained that the park is currently considered legal nonconforming on provision of storm shelters, which means that while the current requirement is not being met, the park is not breaking the law, and the City cannot require compliance with the current code requirement
- There were no concerns raised about reduction of the square footage of storm shelter space required
- Several concerns were raised about the current operation of the storm shelters
 - Notification of new residents about the availability and location of storm shelters
 - Distribution of keys, several residents spoke about the difficulty they have faced obtaining keys or having keys that are old and do not work on the current locks.
 - Mold and slime in the storm shelters
- Staff explained the applicant is proposing to meet the storm shelter requirement by converting the existing maintenance building or a portion of the community building.
 - Residents were concerned about viability of providing access to the community building during a storm (building is locked, would there be a separate entrance with keys for the residents?)
 - Resident concern about losing the community building space
 - Staff explained that more detail, including access to the shelter will be determined as part of the final plan, right now staff is reviewing a preliminary plan
- Staff and residents discussed items that should be included in the emergency management plan/shelter plan
 - Plan for ensuring all current residents have keys/access to shelters
 - Plan for ensuring new residents get keys
 - Listing of off site buildings that can be used for shelter
 - Map of shelter locations distributed to residents

Park Expansion

- Staff explained the park is requesting 6 additional units in the grassy area north of the community building circle and 2 additional units in the southeast corner of the park
- Residents generally found the units on the southeast corner to be acceptable, and were ok with adding more units in that area if they fit.
- Several concerns were raised about the north area expansion
 - Losing one of the few remaining green spaces
 - Area is used by older kids to play football and run around, keeping them away from the playground used by younger kids
 - Sightlines at the intersections obstructed by new homes
- Staff explained that park space is required and that the applicant is requesting to pay park dedication instead of providing it on site, similar to the 1982 expansion. Residents expressed that was not an adequate alternative
 - Don't want to have to leave their home/community to get to recreation
 - There are limited routes out of the park, so the distance to access off site parks is larger than the distance as the crow flies.
- Concern about additional residents causing additional problems (vandalism, theft and bullying)

General Concerns

Residents shared a variety of general concerns, that are not related to the proposed expansion. Some of those concerns may fall within the jurisdiction of the City. Others are related to tenants rights, and are outside of the jurisdiction of the city.

Concerns with potential for City jurisdiction

- Vehicles traveling at excessive speeds and the wrong way around the Community Center Circle. The City has some authority to enforce traffic rules within the park. This concern has been relayed to the Patrol Division Captain within the Blaine Police Department.
- Lack of emergency exit paths (only one way in and out for vehicles, and limited pedestrian access options). Emergency management will investigate what egresses are required.
- Storm drain maintenance. Stormwater coordinator will investigate if this is governed by any City codes.
- Vacant homes not boarded up and/or in unsafe condition. Residents were told to contact Andy Luedtke with the address of any specific concerns so that the City can inspect and determine if action is needed.
- Water line breaks. This is an ongoing issue the City is aware of and individual breaks are addressed in coordination with the public works department.

Concerns outside of City jurisdiction

- Insufficient notice of rent increases

- Insufficient notice of rule changes
- Lack of Spanish language communication
- Community building amenities are minimally available (community room can only be rented out, pool only available during office hours)
- Disagreement between residents and management about tree removal and maintenance
- Broken mailboxes

At the end of the meeting residents were asked if they would prefer the park adding over 4,000 square feet of shelter space and adding homes in the north expansion area or leaving the circumstances as is. The consensus was to leave the circumstances as is.

Residents were provided with contact information for Elizabeth Showalter and Andy Luedtke to share any other concerns.



City of Blaine Staff Report

File Number: RES 24-171

Agenda Date	Status
September 16, 2024	
In Control	File Type
City Council	Resolution

Development Business - Sheila Sellman, City Planner

Agenda Item # 10.4

Resolution Granting a One Year 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 one year 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
City Council (Conditional Use Permit Extension)	09/16/24
Action Deadline	10/27/24

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 the permit becomes null and void. The developer received a 6-month extension on April 15, 2024 as they were working with the DNR on presence of a rare plant species. To date, construction has not started, therefore the applicant has requested an additional extension. The applicant's request indicates that they are continuing to work on mitigation for the rare plant species and it has taken longer than anticipated. They have requested a one-year extension.

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, 2025, 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.
 - o 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.
 - o 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.
 - o 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.
 - o 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.
 - o 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.
 - o 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 does not review extensions.

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. Attachments
2. Public Comments



City of Blaine

Signature Copy

Resolution: RES 24-171

Resolution Granting a One Year 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

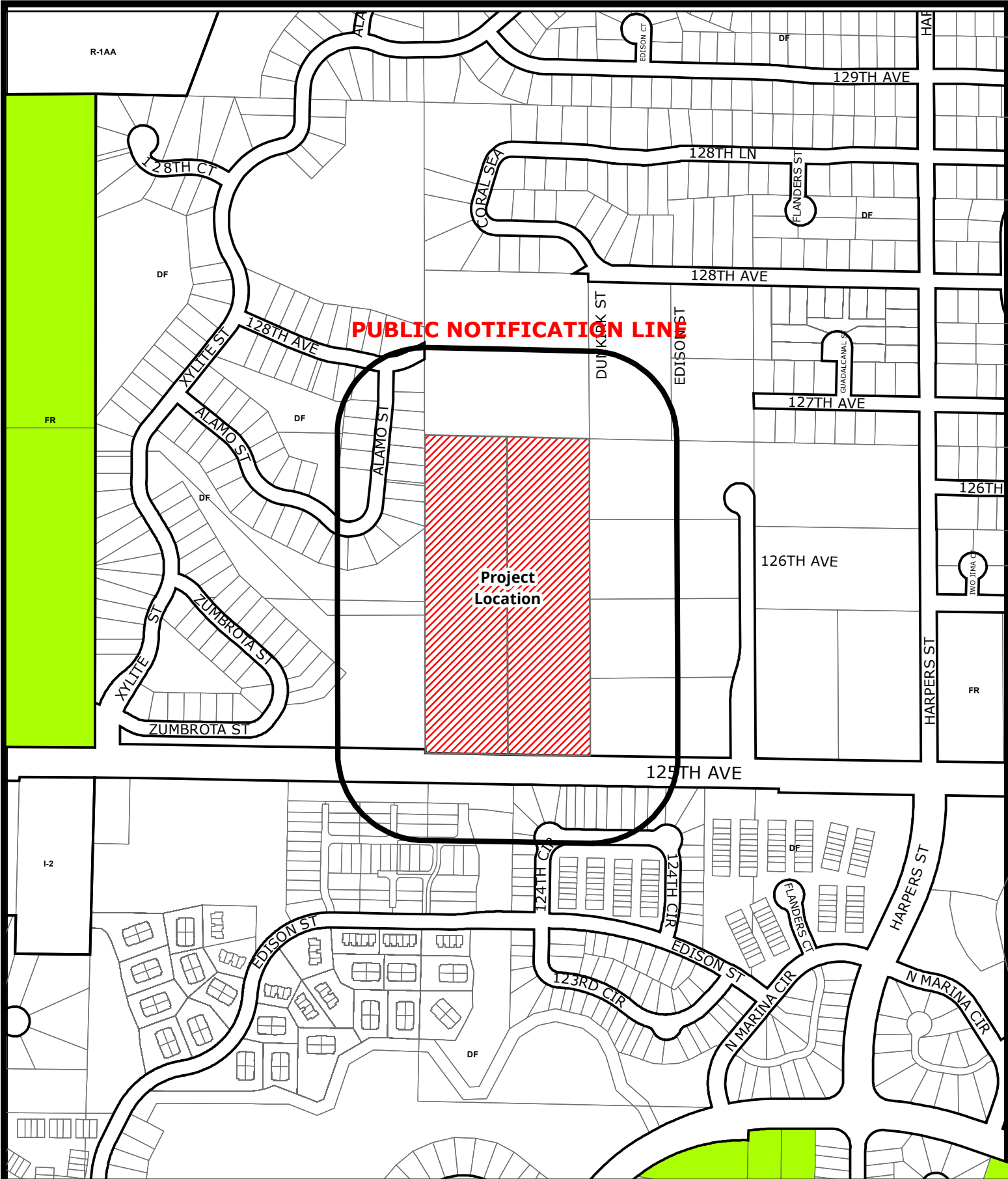
WHEREAS, the Blaine City Council approved a conditional use permit amendment to allow two single family lots and 28 townhomes in a DF (Development Flex) zoning district on March 6, 2023; and

WHEREAS, the Blaine City Council has reviewed the request for extension on September 16, 2024; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine that an extension to September 6, 2025, 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 continuing to work with the DNR on mitigation has taken longer than anticipated.
2. Resolution 23-38 applies to this project.

PASSED by the City Council of the City of Blaine this 16th day of September, 2024.



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 May Concern:

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.

We are committed to improving the quality of the development and communities surrounding the site. After reviewing the rare species of plants report, we recognize a greater need to enhance the survival of these plants. To address this, we have visited the site and hired Scott Milburn, the Principal Botanist with Midwest Natural Resources, to identify additional *Rubus Fulleri* species in the undisturbed impact areas.

The report will support the in-person findings that we have provided to the DNR. Midwest Natural Resources will need 2-4 weeks to complete the map and findings.

Our goal is to finalize the mitigation proposal that has been reviewed and appropriately meets the objectives of both the DNR and NR Properties Inc.

We kindly request a 12 month extension to complete this process.

Thank you for your understanding and patience throughout this process. Saving additional plants is in everyone's best interest. We are confident that by working together, we can achieve a positive outcome that benefits all parties involved.

Sincerely,

Nate Raich

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



From: [Jon Koehler](#)
To: [CityCouncil](#); [Planning](#); [Sheila Sellman](#); [PublicComment](#)
Subject: FW: Meadowlands West Extension Vote
Date: Monday, September 16, 2024 8:00:30 AM

All

I am writing again in advance of the second extension request that is being voted on tonight for the proposed Meadowlands West development. I am restating my continued objection of this proposed development and I am asking you to vote against this second extension request. In my opinion, the extension request should be rejected and the developer should be required to work with (and not against) the adjacent community members to come up with a new plan that works both for the developer and also for the existing community members whom will be most impacted by the development. I am not against the development of this land, I am against this proposed development for the reasons that I have previously noted below.

Sincerely

Jon Koehler

From: Jon Koehler
Sent: Monday, April 15, 2024 12:18 PM
To: CityCouncil@blainemn.gov; 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: ORD 24-2558

Agenda Date	Status
September 16, 2024	
In Control	File Type
City Council	Ordinance

Development Business - Sheila Sellman, City Planner

Agenda Item # 10.5

Second Reading

Ordinance Approving a Rezoning from Medium Density Multifamily (R-3B) to Low Density Multi-Family (R-3A) at 10001 Polk Street NE. City of Blaine (Case File No. 24-0048/EJT)

Executive Summary

Rezoning from Medium Density Multifamily (R-3B) to Low Density Multi-Family (R-3A) in order to be consistent with the Low Density/Medium Density (LDR/MDR) land use designation.

Background

Planning Commission (Public Hearing)	08/14/24
City Council (1st Reading)	09/04/24
City Council (2nd Reading)	09/16/24

Staff report prepared by Erik Thorvig, Community Development Director

On July 1, 2024, the City Council adopted changes to the 2040 Comprehensive Plan Land Use map for the properties at 10001 and 10041 Polk Street. The previous land use designation was Medium Density Residential/High Density Residential (MDR/HDR). The City Council approved land use changes to Low Density Residential/Medium Density Residential (LDR/MDR).

For the subject site, the north property is currently zoned Light Industrial (I-1), and the south property is currently zoned Medium Density Multifamily (R-3B). The Municipal Land Planning Act requires consistency between land use regulations and zoning. Based on the recent land use changes, a rezoning to Low Density Multi-Family (R-3A), is necessary to provide consistency between the land use designation and zoning.

The property at 10041 Polk Street has industrial uses within buildings built in the early 1970s. If the

rezoning is approved, the uses currently occupying the property will become legal, non-conforming. Industrial uses are allowed to continue, and similar uses could occupy buildings in the future. The buildings may not be expanded, but can be replaced. The property at 10001 Polk Street has a single family house built in 1915 and would not be impacted by the rezoning.

Rezoning

Section 27.03 Criteria for granting zoning/comprehensive plan amendments:

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

Whether the proposed district is consistent with the Comprehensive Plan:

The proposed rezoning is consistent with the land use designations that were approved by the City Council on July 1, 2024.

How the proposed district differs from the existing district:

The existing zoning classifications have been in place since the early 1990s. The I-1 zoning designation for 10041 Polk Street was reflective of the current use of the property. The R-3B zoning designation for 10001 Polk Street was reflective of the future land use plan at the time. The current uses were established prior to the single family and townhome development that occurred around them. The proposed zoning is consistent with the 2040 Comprehensive Plan Land Use Map and surrounding uses.

How the proposed district meets the goals and policies of the City:

The proposed district's intent is to allow the development of townhouses or quads. These districts shall be located on the fringe of established one and two-family residential neighborhoods which are consistent with surrounding uses. Recent city council policy is to discourage multifamily residential homes (apartments) from being located near single-family neighborhoods, which was the primary impetus of the land use change. The proposed zoning is consistent with this philosophy and recent changes to the 2040 Comprehensive Plan. Additionally, the age and condition of the property at 10001 Polk Street has become incompatible with the surrounding land uses and zoning.

Attachment List:

Zoning and Location Map

Polk Street Rezoning Map

Unapproved Planning Commission Minutes 8/14/24

Strategic Plan Relationship

Not applicable.

Board/Commission Review

The Planning Commission voted unanimously to approve the rezoning.

The owners of 10041 Polk Street spoke at the public hearing. He wanted to ensure that existing

industrial uses could continue after rezoning occurs. Minnesota State law allows for non-conforming uses to continue after a rezoning occurs. Minutes of the meeting are attached.

Financial Impact

Not applicable.

Public Outreach/Input

Notices of a public hearing were:

1. Mailed to property owners within 350 feet of the property boundaries.
2. Published in Blaine/Spring Lake Park/Columbia Heights/Fridley Life.
3. Posted on the City website.

Staff Recommendation

By motion, approve the ordinance.

Attachment List

1. Attachments
2. Unapproved PC Minutes 081424



City of Blaine

Signature Copy

Ordinance: ORD 24-2558

Second Reading

Ordinance Approving a Rezoning from Medium Density Multifamily (R-3B) to Low Density Multi-Family (R-3A) at 10001 Polk Street NE. City of Blaine (Case File No. 24-0048/EJT)

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

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

THE S1/2 OF N1/2 OF THE NW 1/4 OF NW1/4 EX THE E1/2 THEREOF EX RD SUB J TO EASE OF REC

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

~~Medium Density Multifamily (R-3B)~~

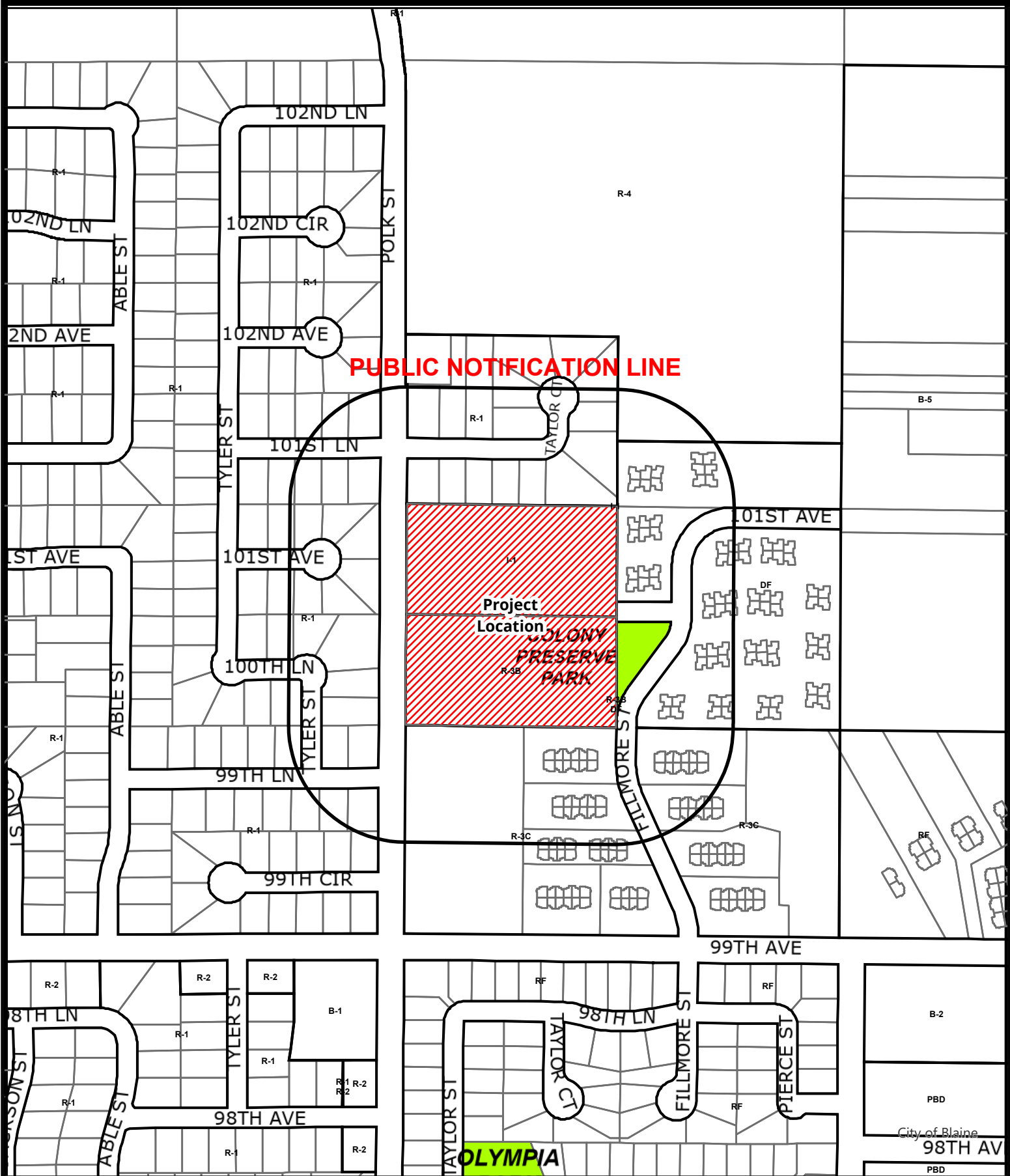
to

Low Density Multi-Family (R-3A)

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

INTRODUCED and read in full this 4th day of September, 2024.

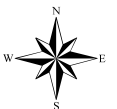
PASSED by the City Council of the City of Blaine this 16th day of September, 2024.



BlaineMN.gov

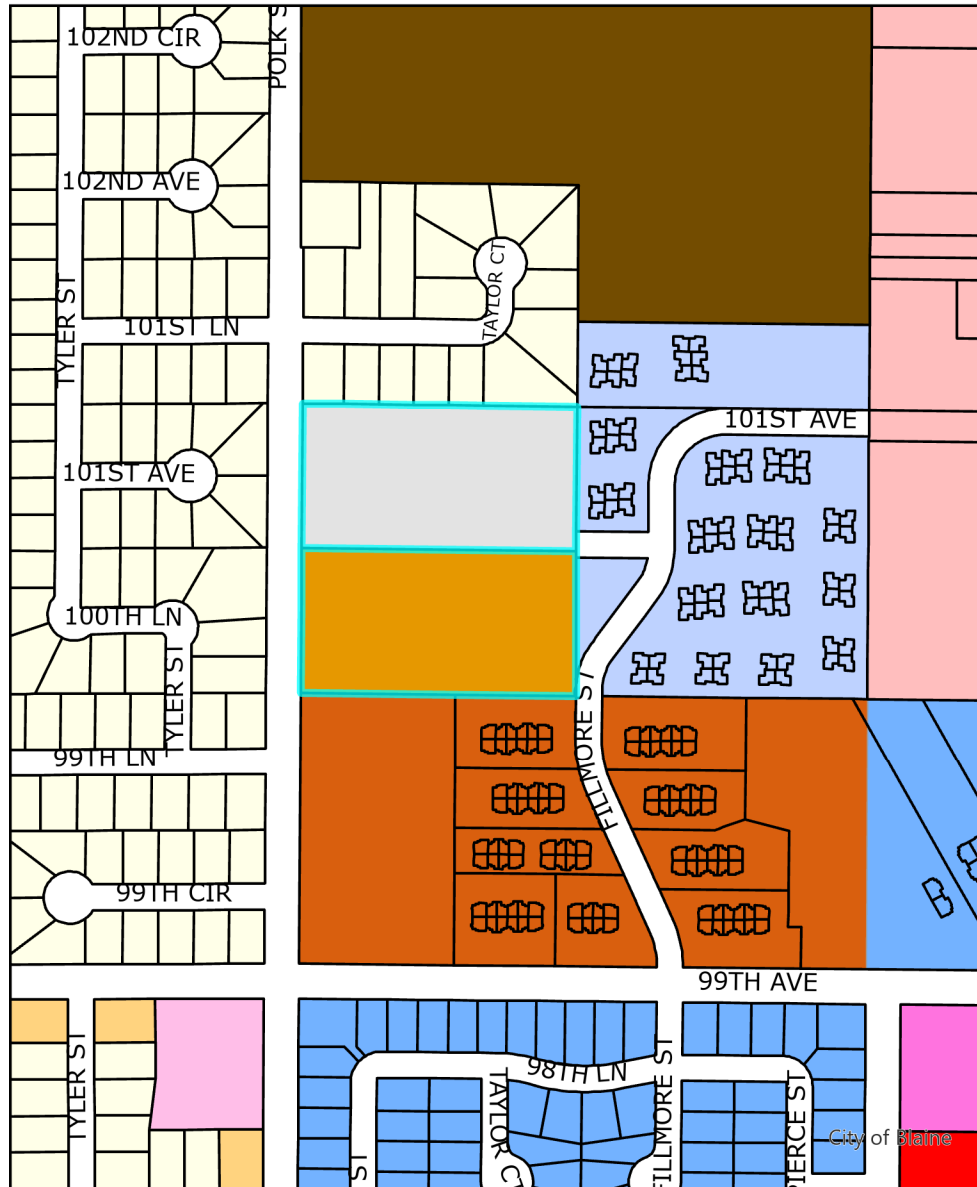
Case File No. 24-0048 10001 & 10041 Polk Street

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



10041 and 10001 Polk St

Existing Zoning

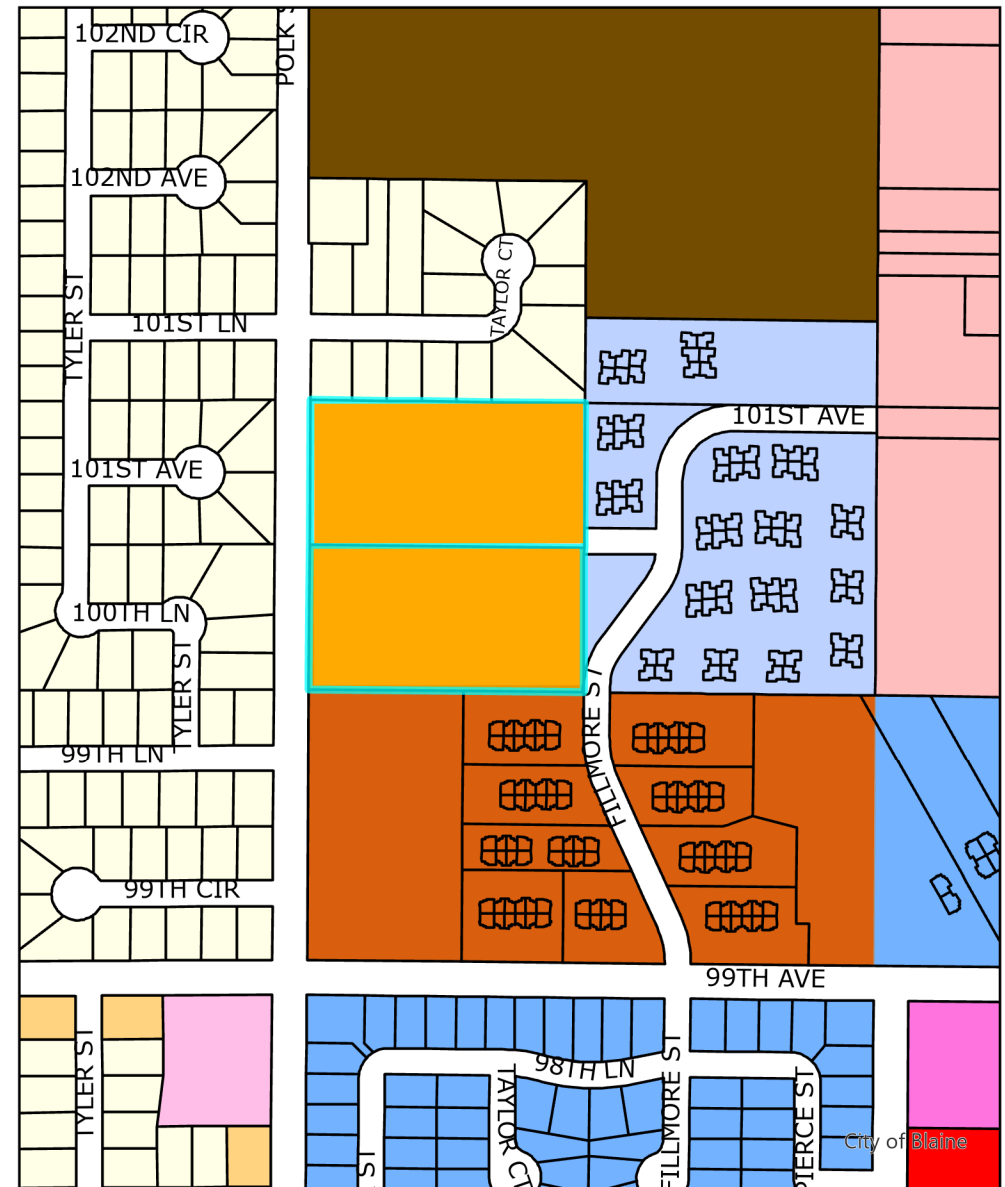


- B-1 - Neighborhood Business
- B-2 - Community Commercial
- B-5 - Town Commercial

- PBD - Planned Business District
- I-1 - Light Industrial
- R-1 - Single Family
- R-2 - Two Family

- R-3B - Medium Density Multi-Family
- R-3C - High Density Multi-Family
- R-4 - Mobile Homes

Proposed Zoning



- DF - Development Flex
- RF - Residential Flex
- R-3A - Low Density Multi-Family



City of Blaine

Planning Commission

August 14, 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 Wednesday, August 14, 2024. Chair Goracke called the meeting to order at 7:00PM.

2. Roll Call

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

Members Absent: Commission Member Olson and Chair Goracke.

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

4. Public Hearing

- 4.3.** 2024-317 Case File No. 24-0048 // City of Blaine // 10001 and 10041 Polk Street NE
The City is requesting a rezoning from Light Industrial (I-1) and Medium Density Multifamily (R-3B) to Low Density Multi-Family (R-3A).
Sponsors: Erik Thorvig, Community Development Director

The report to the planning commission was presented by Sheila Sellman, City Planner. The public hearing for Case File 24-0048 was opened at 8:01PM.

John Dahl, property owner, explained he has owned this property for many years. He indicated he appreciated the position the city was in, because these were commercial buildings in a bad spot. He requested he be allowed to use his property as existing and that this be allowed until things change.

Caroline Dahl, 10041 Polk Street, requested the memo drafted by staff be made a part of the

record.

Community Development Specialist Showalter reported this could be done.

The public hearing was closed at 8:05PM.

Commissioner Deonauth asked what the current uses were on this land and if the uses would be legal non-conforming uses.

City Planner Sellman explained the current uses would be legal non-conforming uses going forward.

Motion by Commissioner Deonauth to recommend approval of Planning Case 24-0048 a rezoning from Light Industrial (I-1) and Medium Density Multifamily (R-3B) to Low Density Multi-Family (R-3A). Motion seconded by Commissioner Swanson. The motion passed 5-0.

Vice Chair Halpern noted this would be on the agenda of the September 4, 2024 city council meeting.



City of Blaine

Staff Report

File Number: ORD 24-2561

Agenda Date	Status
September 16, 2024	
In Control	File Type
City Council	Ordinance

Development Business - Sheila Sellman, City Planner

Agenda Item # 10.6

Second Reading

Ordinance Approving a Rezoning from Light Industrial (I-1) to Low Density Multi-Family (R-3A) at 10041 Polk Street NE. City of Blaine (Case File No. 24-0048/EJT)

Executive Summary

Rezoning from Light Industrial (I-1) to Low Density Multi-Family (R-3A) in order to be consistent with the Low Density/Medium Density (LDR/MDR) land use designation.

Background

Planning Commission (Public Hearing)	08/14/24
City Council (1st Reading)	09/04/24
City Council (2nd Reading)	09/16/24

Staff report prepared by Erik Thorvig, Community Development Director

On July 1, 2024, the City Council adopted changes to the 2040 Comprehensive Plan Land Use map for the properties at 10001 and 10041 Polk Street. The previous land use designation was Medium Density Residential/High Density Residential (MDR/HDR). The City Council approved land use changes to Low Density Residential/Medium Density Residential (LDR/MDR).

For the subject site, the north property is currently zoned Light Industrial (I-1), and the south property is currently zoned Medium Density Multifamily (R-3B). The Municipal Land Planning Act requires consistency between land use regulations and zoning. Based on the recent land use changes, a rezoning to Low Density Multi-Family (R-3A), is necessary to provide consistency between the land use designation and zoning.

The property at 10041 Polk Street has industrial uses within buildings built in the early 1970s. If the

rezoning is approved, the uses currently occupying the property will become legal, non-conforming. Industrial uses are allowed to continue, and similar uses could occupy buildings in the future. The buildings may not be expanded, but can be replaced. The property at 10001 Polk Street has a single family house built in 1915 and would not be impacted by the rezoning.

Rezoning

Section 27.03 Criteria for granting zoning/comprehensive plan amendments:

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

Whether the proposed district is consistent with the Comprehensive Plan:

The proposed rezoning is consistent with the land use designations that were approved by the City Council on July 1, 2024.

How the proposed district differs from the existing district:

The existing zoning classifications have been in place since the early 1990s. The I-1 zoning designation for 10041 Polk Street was reflective of the current use of the property. The R-3B zoning designation for 10001 Polk Street was reflective of the future land use plan at the time. The current uses were established prior to the single family and townhome development that occurred around them. The proposed zoning is consistent with the 2040 Comprehensive Plan Land Use Map and surrounding uses.

How the proposed district meets the goals and policies of the City:

The proposed district's intent is to allow the development of townhouses or quads. These districts shall be located on the fringe of established one and two-family residential neighborhoods which are consistent with surrounding uses. Recent city council policy is to discourage multifamily residential homes (apartments) from being located near single-family neighborhoods, which was the primary impetus of the land use change. The proposed zoning is consistent with this philosophy and recent changes to the 2040 Comprehensive Plan. Additionally, the age and condition of the property at 10001 Polk Street has become incompatible with the surrounding land uses and zoning.

Attachment List:

Zoning and Location Map

Polk Street Rezoning Map

Property Memo

Unapproved Planning Commission Minutes 8/14/24

Strategic Plan Relationship

Not applicable.

Board/Commission Review

The Planning Commission voted unanimously to approve the rezoning.

The owners of 10041 Polk Street spoke at the public hearing. He wanted to ensure that existing industrial uses could continue after rezoning occurs. Minnesota State law allows for non-conforming uses to continue after a rezoning occurs.

Minutes of the meeting are attached.

Financial Impact

Not applicable.

Public Outreach/Input

Notices of a public hearing were:

1. Mailed to property owners within 350 feet of the property boundaries.
2. Published in Blaine/Spring Lake Park/Columbia Heights/Fridley Life.
3. Posted on the City website.

Staff Recommendation

By motion, approve the ordinance.

Attachment List

1. Attachments
2. Unapproved PC Minutes 081424



City of Blaine

Signature Copy

Ordinance: ORD 24-2561

Second Reading

Ordinance Approving a Rezoning from Light Industrial (I-1) to Low Density Multi-Family (R-3A) at 10041 Polk Street NE. City of Blaine (Case File No. 24-0048/EJT)

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

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

THE N1/2 OF N1/2 OF NW1/4 OF NW1/4 OF SEC 29 TWP 31 RGE 23, EX E1/2 THEREOF, EX RD, SUBJ TO EASE OF REC

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

Light Industrial (I-1)

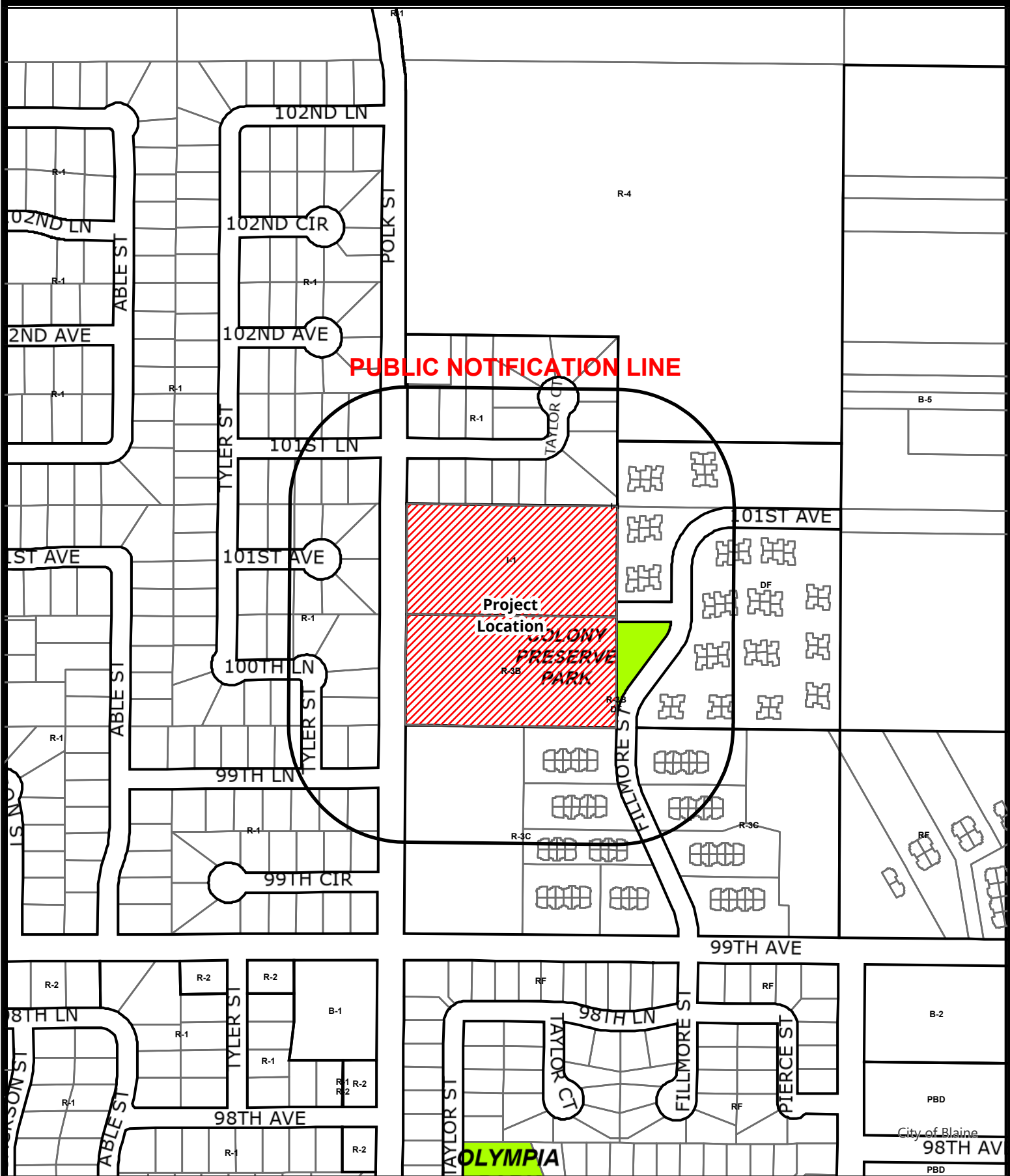
to

Low Density Multi-Family (R-3A)

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

INTRODUCED and read in full this 4th day of September, 2024.

PASSED by the City Council of the City of Blaine this 16th day of September, 2024.



BlaineMN.gov

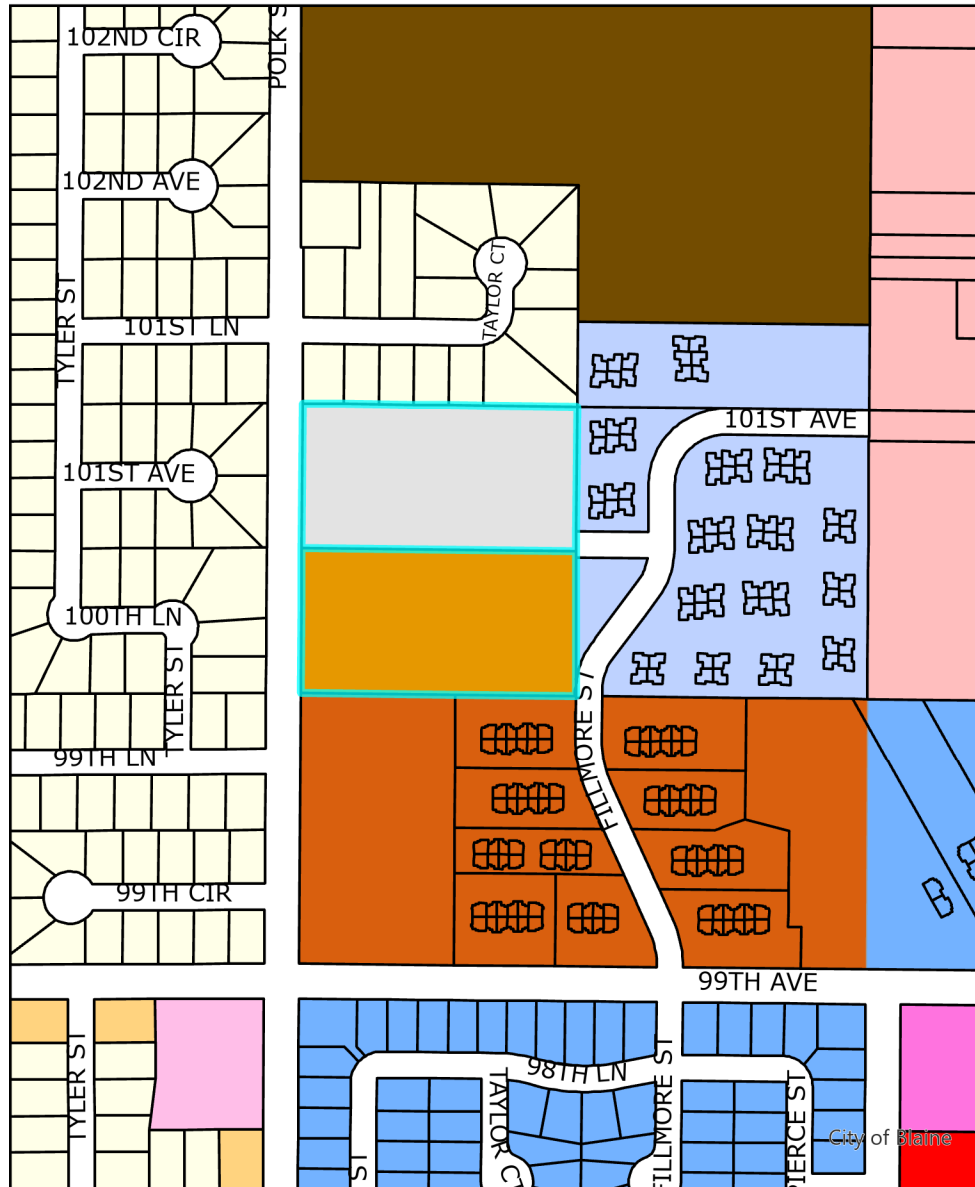
Case File No. 24-0048 10001 & 10041 Polk Street

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



10041 and 10001 Polk St

Existing Zoning

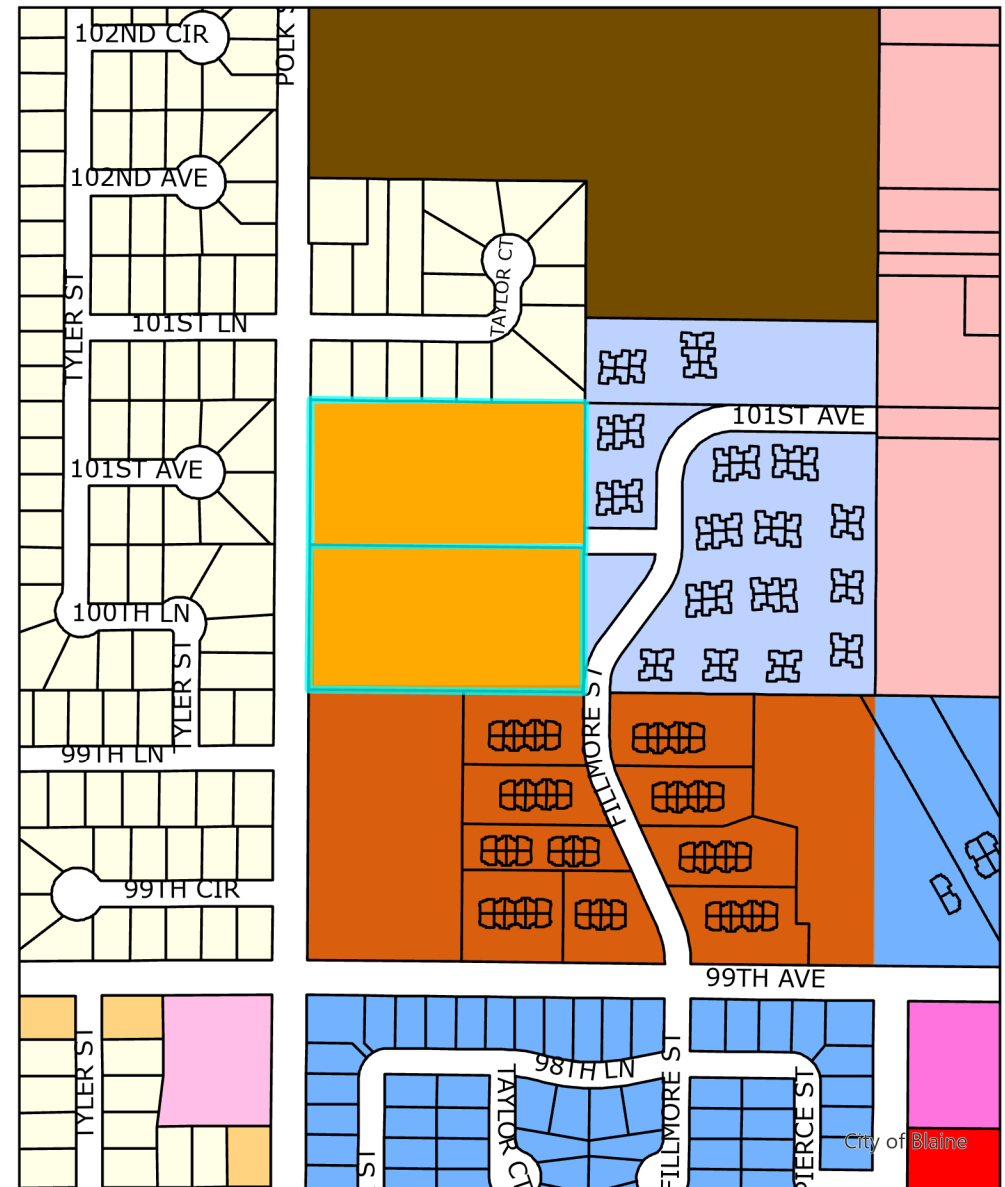


- B-1 - Neighborhood Business
- B-2 - Community Commercial
- B-5 - Town Commercial

- PBD - Planned Business District
- I-1 - Light Industrial
- R-1 - Single Family
- R-2 - Two Family

- R-3B - Medium Density Multi-Family
- R-3C - High Density Multi-Family
- R-4 - Mobile Homes

Proposed Zoning



- DF - Development Flex
- RF - Residential Flex
- R-3A - Low Density Multi-Family



BlaineMN.gov

MEMO

CITY OF BLAINE ■ COMMUNITY DEVELOPMENT ■ 763-785-6180

DATE: August 12, 2024

TO: File

FROM: Erik Thorvig

SUBJECT: Legal Nonconforming Uses at 10041-10059 Polk Street NE

Following a rezoning of the above mentioned properties from I-1 to R-3A, the following uses are considered to be legal nonconforming:

1. Manufacturing
2. Warehousing
3. Wholesale businesses
4. Business and professional offices, not including medical
5. Engraving shops
6. Machine shops
7. Repair services, except related to passenger vehicles and trucks

Outside storage is limited to:

1. Cars, vans pickup trucks and utility trailers no longer than 15 feet in length parked outside and used by employees and/or visitors in the normal course of the business operation when parked in the side and rear yard outside of the required parking stalls
2. Trucks, semi-trailers and any other vehicles larger than 10,000 GVW used in the normal business' commerce provided the total number of vehicles over 10,000 GVW, including but not limited to box trucks, semi cab, and semi-trailers does not exceed the number of docks and/or bay doors.
3. Refuse facilities constructed of masonry materials compatible with the principal structure.



City of Blaine

Planning Commission

August 14, 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 Wednesday, August 14, 2024. Chair Goracke called the meeting to order at 7:00PM.

2. Roll Call

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

Members Absent: Commission Member Olson and Chair Goracke.

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

4. Public Hearing

- 4.3.** 2024-317 Case File No. 24-0048 // City of Blaine // 10001 and 10041 Polk Street NE
The City is requesting a rezoning from Light Industrial (I-1) and Medium Density Multifamily (R-3B) to Low Density Multi-Family (R-3A).
Sponsors: Erik Thorvig, Community Development Director

The report to the planning commission was presented by Sheila Sellman, City Planner. The public hearing for Case File 24-0048 was opened at 8:01PM.

John Dahl, property owner, explained he has owned this property for many years. He indicated he appreciated the position the city was in, because these were commercial buildings in a bad spot. He requested he be allowed to use his property as existing and that this be allowed until things change.

Caroline Dahl, 10041 Polk Street, requested the memo drafted by staff be made a part of the

record.

Community Development Specialist Showalter reported this could be done.

The public hearing was closed at 8:05PM.

Commissioner Deonauth asked what the current uses were on this land and if the uses would be legal non-conforming uses.

City Planner Sellman explained the current uses would be legal non-conforming uses going forward.

Motion by Commissioner Deonauth to recommend approval of Planning Case 24-0048 a rezoning from Light Industrial (I-1) and Medium Density Multifamily (R-3B) to Low Density Multi-Family (R-3A). Motion seconded by Commissioner Swanson. The motion passed 5-0.

Vice Chair Halpern noted this would be on the agenda of the September 4, 2024 city council meeting.



City of Blaine

Staff Report

File Number: ORD 24-2560

Agenda Date	Status
September 16, 2024	
In Control	File Type
City Council	Ordinance

Development Business - Sheila Sellman, City Planner

Agenda Item # 10.7

Second Reading

Ordinance Approving Amendments to Section 29.010 Farm Residential (FR) and Section 29.020 Residential Estate (RE) of the Zoning Ordinance, Adding Ground Mounted Solar Systems as Accessory Uses. City of Blaine (Case File No. 24-0047/SLK)

Executive Summary

The proposed ordinance amendment adds ground mounted solar systems as accessory uses in the FR (Farm Residential) and RE (Residential Estate) zoning districts.

Background

Planning Commission Public Hearing	08/14/24
City Council (1st Reading)	09/04/24
City Council (2nd Reading)	09/16/24

Staff report prepared by Shawn Kaye, Planner.

At the May 13, 2024 council workshop, council directed staff to research ground mounted solar and provide recommendations on findings. Currently, city code does not allow ground mounted solar in any residential districts. Ground mounted solar is allowed as an accessory use in all industrial zoning districts and in the Planned Business District (PBD) with approval of a conditional use permit.

At the July 8, 2024 council workshop, staff provided additional information after researching cities with similar lot sizes and populations as Blaine. These included Maple Grove, Woodbury, Rosemount, Burnsville and Lakeville.

Based on research, staff recommended the following:

- Limit to Residential Estate (RE) (small area in the NW corner of the city with large lots) and Farm Residential (FR), regardless of lot size.
- Limit location to rear yard only
- Side yard setback - 20 feet
- Rear yard setback - 30 feet
- The maximum height at full tilt is 15 feet
- The footprint of the solar panel unit(s) and any attached or detached accessory structures may not total more than 2,000 square feet in the RE district, and 3,000 square feet in the FR district.
- Solar collection device(s) shall be designed and located to avoid solar glare or reflection onto adjacent properties and right of way and shall not interfere with traffic or create a safety hazard. The property owner shall be responsible to ensure reflection angles from collector surfaces are oriented away from neighboring windows. Where necessary, buffering may be required to address glare.

Council consensus was to support a proposed code amendment and directed staff to provide an amendment allowing ground mounted solar systems as an accessory use in the RE and FR zoning districts.

Strategic Plan Relationship

Not applicable.

Board/Commission Review

The Planning Commission voted unanimously to approve the code amendment. No one attended the public hearing. The meeting minutes are attached for reference.

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. Unapproved PC Minutes 081424



City of Blaine

Signature Copy

Ordinance: ORD 24-2560

Second Reading

Ordinance Approving Amendments to Section 29.010 Farm Residential (FR) and Section 29.020 Residential Estate (RE) of the Zoning Ordinance, Adding Ground Mounted Solar Systems as Accessory Uses. City of Blaine (Case File No. 24-0047/SLK)

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

29.010 - FARM RESIDENTIAL (FR) 29.013 - Accessory uses.

(e) Ground mounted solar systems meeting standards outlined in 29.015 (z)

29.015 - Standards.

(z) Standards and requirements for ground mounted solar systems:

- (1) Rear yard only
- (2) Side yard setback - 20 feet
- (3) Rear yard setback - 30 feet
- (4) The maximum height at full tilt is 15 feet
- (5) The footprint of the solar panel unit(s) and any attached and/or detached accessory structures may not total more than 3,000 square feet.
- (6) Solar collection device(s) shall be designed and located to avoid solar glare or reflection onto adjacent properties and right of way and shall not interfere with traffic or create a safety hazard. The property owner shall be responsible to ensure reflection angles from collector surfaces are oriented away from neighboring windows. Where necessary, buffering may be required to address glare.

29.020 - RESIDENTIAL ESTATE (RE)

29.023 - Accessory uses.

(h) Ground mounted solar systems meeting standards outlined in 29.025 (u)

29.025 - Standards.

(u) Standards and requirements for ground mounted solar systems:

- (1) Rear yard only
- (2) Side yard setback - 20 feet
- (3) Rear yard setback - 30 feet
- (4) The maximum height at full tilt is 15 feet
- (5) The footprint of the solar panel unit(s) and any attached and/or detached accessory structures may not total more than 2,000 square feet.
- (6) Solar collection device(s) shall be designed and located to avoid solar glare or reflection onto adjacent properties and right of way and shall not interfere with traffic or create a safety hazard. The property owner shall be responsible to ensure reflection angles from collector surfaces are oriented away from neighboring windows. Where necessary, buffering may be required to address glare.

INTRODUCED and read in full this 4th day of September, 2024.

PASSED by the City Council of the City of Blaine this 16th day of September, 2024.



City of Blaine

Planning Commission

August 14, 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 Wednesday, August 14, 2024. Chair Goracke called the meeting to order at 7:00PM.

2. Roll Call

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

Members Absent: Commission Member Olson and Chair Goracke.

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

4. Public Hearing

- 4.5. 2024-318** Case File No. 24-0047 // City of Blaine
The City is proposing amendments to Section 29.010 Farm Residential (FR) and Section 29.020 Residential Estate (RE), adding ground mounted solar systems as accessory uses.
Sponsors: Shawn Kaye, Planner

The report to the planning commission was presented by Shawn Kaye, Planner. The public hearing for Case File 24-0047 was opened at 8:PM. As no one wished to appear, the public hearing was closed at 8:PM.

Vice Chair Halpern indicated requests, like the one from Aveda for the ground mounted solar farm, would be addressed through these new regulations.

Planner Kaye reported this was the case, but noted the area for a solar farm would be less.

Motion by Commissioner Gorzycki to recommend approval of Planning Case 24-0047 approval of amendments to the City of Blaine Zoning Ordinances 29.010 Farm Residential (FR) and 29.020 Residential Estate (RE) adding ground mounted solar systems as accessory uses. Motion seconded by Commissioner Homan. The motion passed 5-0.

Vice Chair Halpern noted this would be on the agenda of the September 4, 2024 city council meeting.



City of Blaine

Staff Report

File Number: RES 24-177

Agenda Date

September 16, 2024

Status

In Control

City Council

File Type

Resolution

Development Business - Sheila Sellman, City Planner

Agenda Item # 10.8

Resolution Amending the 105th Redevelopment Area Master Plan, Exhibit A.

Executive Summary

The applicant is requesting to amend the Master Plan, Exhibit A, to add commercial to the approved multi-family sites.

Background

On July 15, 2024 the City Council adopted a resolution granting Master Plan approval for the 105th Redevelopment Area. That resolution listed uses and conditions of the development which included an exhibit that showed uses and locations of development. The applicant is requesting to amend that exhibit in order to add commercial as a potential use to the multi-family sites. The resolution of approval will stay the same, just the exhibit will change if council approves the amendment.

Strategic Plan Relationship

A master plan for the 105th area is identified in the 2023-2026 Strategic Plan as a strategic initiative in the Economic Development Strategic Priority.

Board/Commission Review

The Planning Commission does not review master plan amendments.

Financial Impact

Not applicable.

Public Outreach/Input

A public hearing is not required for a site plan approval or amendment. The agenda packet is posted on the City's website.

Staff Recommendation

By motion, adopt the resolution.

Attachment List

- 1. Revised Exhibit A



City of Blaine

Signature Copy

Resolution: RES 24-177

Resolution Amending the 105th Redevelopment Area Master Plan, Exhibit A.

WHEREAS, an application has been filed by EB Blaine Development LLC, Case File No. 24-0034 for Master Plan Approval for the 105th Redevelopment Area; and

WHEREAS, On July 15, 2024 the City Council approved a Master Plan for the 105th Redevelopment Area as outlined in Resolution 24-122 and Exhibit A; and

WHEREAS, the applicant requested an amendment to Exhibit A to add commercial as a potential use on the multi-family sites; and

WHEREAS, the Council considered the amendment on September 16, 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine for approval of the master site plan amendment to Exhibit A to add commercial to the approved multi-family sites.

PASSED by the City Council of the City of Blaine this 16th day of September, 2024.

105TH AVENUE REDEVELOPMENT MASTER PLAN



1	Hotel at Right Field
Number of Stories	6
Rooms/Keys	137
Parking	155
Restaurant SF	3000
notes:	4 levels over structured parking

2	Hotel Annex & District Parking
Number of Stories	6
Rooms/Keys	82
Parking	653
notes:	District parking with hotel room façade

3	Apartments / Commercial / Office
Number of Stories	7
Units	239
Parking	414
notes:	Intended as single purpose use

4	Apartments / Commercial / Office
Number of Stories	7
Units	229
Parking	364
notes:	Intended as single purpose use

5	Apartments / Commercial / Office
Number of Stories	7
Units	133
Parking	214
notes:	Intended as single purpose use

6	Medical Office
Number of Stories	8
Office SF	150,000
Parking	409
notes:	Parking shared nights and weekends

7	Restaurant
Number of Stories	2
Total SF	19,000
Parking	49
notes:	Additional parking provided by district parking

8	Field House - Sport Center
Number of Stories	2
Indoor SF	18,000
Outdoor Activity SF	160,000
Parking	160
notes:	Additional parking provided by district parking

9	Hotel & Waterpark
Number of Stories	5
Rooms/Keys	258
Parking	397
Waterpark SF	60,000
notes:	

10	Sport Stadium
Number of Stories	3
Seating Capacity	5000
Parking	0
notes:	Parking provided by district parking

	West Parking Structure
Number of Stories	3
Parking	2,464
notes:	District parkinga for all uses

ILLUSTRATIVE MASTER PLAN AND PARCEL METRICS



City of Blaine

Staff Report

File Number: ORD 24-2566

Agenda Date	Status
September 16, 2024	
In Control	File Type
City Council	Ordinance

Development Business - Sheila Sellman, City Planner

Agenda Item # 10.9

First Reading

Ordinance Approving Amendments to the City of Blaine Zoning Code Section 30.90 - 105th Avenue Redevelopment District (RD). EB Blaine Development LLC (Case File No. 24-0054/SAS)

Executive Summary

The developer is proposing ordinance amendments to reflect the approved master plan.

Background

Planning Commission Public Hearing	09/10/24
City Council (1st Reading)	09/16/24
City Council (2nd Reading)	10/07/24
Action Deadline	10/28/24

Staff report prepared by Sheila Sellman, City Planner.

The development team for the 105th Redevelopment Project is requesting ordinance amendments to the 105th Avenue Redevelopment District (RD) to reflect the current approved master plan.

In 2022, the City created a new zoning district based on a redevelopment plan adopted by the Council. In 2023, a master developer was selected for the 105th Redevelopment area. In July 2024 a master plan was approved along with a final plat in August 2024. The master plan resolution identified the following uses:

- Food Halls
- Hotel with or without water park
- Indoor recreation
- Medical office

- Multi-family (7-story apartments)
- Outdoor recreation
- Parking ramp
- Restaurants
- Shared parking/access
- Stadium

The approved list of uses are currently permitted or conditional in the RD District, with the exception of medical office, which is not currently allowed.

The proposed amendments include additions of permitted uses, reduction in conditional uses and some modifications to development standards based on the approved master plan. Some modifications for consistency within the ordinance. Below is a summary of the changes; the full amendment is in the resolution.

Changes in Permitted Uses:

- Add: Grocer in addition to Market.
- Add: Clinic to professional offices.
- Change: Class II restaurants from 3,000 square feet to 20,000 square feet.
- Add: Food hall under restaurants.
- Add: Hotel with or without banquet/convention space (currently in conditional uses).
- Add: Indoor recreation, not including fitness uses; keep outdoor in conditional uses.
- Add: Shared or off-site parking **within** the 105th Redevelopment Area.
- Add: Structured parking including parking ramps (moved from permitted).

Changes in Conditional Uses Include:

- Remove: Buildings over 50 feet in height.
- Move to permitted: Hotel with or without banquet/convention space.
- Add: Off-site parking **outside** of the 105th Redevelopment Area. (Moved shared or off site parking within the district to permitted).
- Add: Any signage not specifically permitted pursuant to Section 30.916 of the zoning code.

Changes in Residential Standards:

- Clarify: Building height which is a maximum of 150 feet the current code contradicts itself.
- Add: Shared parking as outlined in commercial. It was always intended for residential to have shared parking. This addition clarifies the requirements.

Changes in Commercial Standards:

- Remove: Buildings over 50 feet require a conditional use permit and remove the max of 150 feet.
- Remove: Conditional use permit language for shared parking.
- Language for off site parking outside of the 105th Redevelopment area.

- Lighting change pole height from 20 feet to 100 feet.

Strategic Plan Relationship

The 105th Redevelopment Area is an economic development strategic priority identified in the 2023-2026 strategic plan.

Board/Commission Review

The Planning Commission voted unanimously to approve the code amendments, with changes. The Commission recommends keeping buildings over 50 feet as a conditional use, lighting over 20 feet as a conditional use, and parking ramp as a conditional use. One person spoke at the public hearing urging the Commission to keep requirements the same.

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, introduce the ordinance for first reading and direct that it be placed on file for second reading at the October 7, 2024, council meeting.

Attachment List

1. Unapproved PC Minutes 091024



City of Blaine

Signature Copy

Ordinance: ORD 24-2566

First Reading

Ordinance Approving Amendments to the City of Blaine Zoning Code Section 30.90 - 105th Avenue Redevelopment District (RD). EB Blaine Development LLC (Case File No. 24-0054/SAS)

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

30.90 – 105th AVENUE REDEVELOPMENT DISTRICT (RD)

30.901 Definitions.

Professional office uses means those commercial activities that take place in office buildings, where goods are not produced, sold, or repaired, ~~does not include medical or clinics.~~

30.903 Development procedure.

(a) All new buildings and additions require site plan approval through the planning commission and city council.

(b) A development agreement is required as part of the development approval and shall address, at a minimum, approved site and building design criteria, approved sign locations and design criteria, construction phasing, parking, cash escrow and/or letter of credit for construction of on-site and off-site improvements generated by the development.

(c) All buildings are subject to and must meet the design guidelines for the district.

(d) The district shall be governed by and maintained through an ~~owner's~~ association or under the terms of a reciprocal easement and maintenance agreement or similar document which will provide maintenance on sidewalks, private streets, landscaping, snow removal, trash removal and parking for the district.

(Ord. No. 22-2506, 7-18-2022)

30.904 Permitted uses.

(h) Market or grocer under 5,000 square feet.

(i) Multi-family residential.

(1) Multi-level multiple unit (apartments).

(2) Townhomes.

(j) Professional office ~~not including medical or clinics~~ or clinic.

(k) Restaurants.

(1) Class I.

(2) Class II under 20,000 ~~3,000~~ square feet without drive-thru.

(3) Food hall.

(l) Hotel with or without banquet/convention space.

(m) Indoor recreation, not including fitness uses.

(n) Shared or off-site parking within the 105 Redevelopment Area.

(o) Structured parking including parking ramps.

(Ord. No. 22-2506, 7-18-2022)

30.905 Conditional uses.

All land uses listed below shall be reviewed and approved pursuant to the conditional use permit procedures in Section 27.04 of the zoning code.

(a) Brewer tap room as associated with and on the same site as a licensed brewery.

~~(b) Buildings over 50 feet in height.~~

~~(c)(b) Farmers market.~~

~~(d) Hotel with or without banquet/convention space.~~

~~(e)(c) Outdoor recreation, such as a driving range, sports field, axe throwing, pickleball, minigolf, not including fitness uses. Indoor/outdoor recreation, such as driving range, sports field, axe throwing, bowling, not including fitness uses.~~

~~(f)(d) Licensed cocktail room with and on the same site as a licensed distillery/micro distillery or winery.~~

~~(g)(e) More than one principal building on one lot.~~

~~(h)(f) Outdoor seating/dining.~~

~~(i)(g) Rooftop signage.~~

~~(j)(h) Shared or off-site parking. Off-site parking outside of the 105 Redevelopment Area.~~

~~(k)(i) Spa as defined in this ordinance.~~

~~(l) Structured parking including parking ramps.~~

~~(m)(j) Taproom. (Ord. No. 22-2514, 12-19-2022)~~

~~(n)(k) Drive-thru located on south of 105th Avenue NE, limit to one per parcel.~~

(l) Any signage not specifically permitted pursuant to Section 30.916 of the zoning code.

(Ord. No. 22-2506, 7-18-2022; Ord. No. 22-2514, 12-19-2022; Ord. No. 23-2527, 9-6-2023)

30.907 Residential standards.

~~(b) Building height is a minimum of two stories and a maximum of 150 feet in height. There shall be no height limitations, provided all All buildings are must be in compliance with Federal Aviation Administration regulations. Any building over 50 feet requires a conditional use permit, with a maximum height of 150 feet.~~

30.908 Residential parking.

(a) Minimum spaces required: 1.5 spaces per unit for multi-unit building minimum of one underground. Townhouse two garage spaces per unit.

(b) Parking areas shall have access to a public alley or street. Driveways shall be located to minimize interference with traffic movement. Parking will be reviewed as part of the site plan a parking analysis is required as part of the review.

(1) Surface parking.

(aa) Parking lots shall be located to the rear of the buildings, or side yards if a rear location is not feasible.

(bb) When parking areas abut the street, the sidewalk edge must be delineated with landscaping, architectural fencing (meeting design guidelines) or other decorative features.

(c) Shared parking.

(1) One or more residential buildings may provide the required off-street parking facilities by joint use of one or more sites where the total number of spaces provided are less than the sum of the total required for each residential use should they provide them separately.

(2) The following are required for shared parking.

aa) The building or use for which off-street parking facilities will be provided by another building or use shall be located within 800 feet of such parking facilities.

(bb) There shall be demonstrated no substantial conflict in using shared facilities through a professional parking analysis.

(cc) Shared parking facilities shall record with the county an irrevocable covenant running with the land. A certified copy of the recorded agreement shall be provided to the zoning administrator prior to issuance of a building permit.

(Ord. No. 22-2506, 7-18-2022)

30.910 Commercial standards.

(b) *Building height.* All buildings shall be in compliance with Federal Aviation Administration regulations. ~~Any building over 50 feet, with a maximum height of 150 feet, requires a conditional use permit.~~

30.911 Commercial parking.

(c) *Shared parking.*

~~(1) A conditional use permit may be granted for One or more businesses to~~ may provide the required off-street parking facilities by joint use of one or more sites where the total number of spaces provided are less than the sum of the total required for each business should they provide them separately.

~~(2) Conditions~~ The following are required for shared parking.

~~(aa) The building or use for which application is being made to utilize off-street parking facilities~~ will be provided by another building or use shall be located within 800 feet of such parking facilities.

~~(bb) The application shall demonstrate there is~~ There shall be demonstrated no substantial conflict in using shared facilities through a professional parking analysis.

~~(cc) Shared parking facilities shall record with the county an irrevocable covenant running with the land. A certified copy of the recorded agreement shall be provided to the zoning administrator prior to issuance of a building permit.~~

(d) *Off-site parking.* ~~Any off-site parking located outside of the 105 Redevelopment Area which is used to meet the requirements of this Section 30.911 below shall be a conditional use~~ conditional use if the following conditions are met:

(1) Reasonable access from the off-site parking facilities to the use being served shall be provided.

(2) An agreement or lease shall be approved as part of the conditional use permit. The agreement/lease shall specify the total number and location of parking spaces under contract.

(e) The off-street parking requirements shall be established by the zoning administrator based upon the characteristics and functional similarities between uses including, but not limited to: the size of building, type of use, number of employees, expected volume and turnover of customer traffic, and expected frequency and number of delivery or service vehicles. For structures containing multiple uses, each shall be calculated separately. The requirements may be revised upward or downward by the city council as part of an application for a conditional use permit based on verifiable information pertaining to parking.

~~(1) Approved parking spaces must be located on the same lot as the principal use, unless shared parking or off-site parking is approved for the use.~~

30.915 District lighting.

Any lighting used to illuminate off-street parking and driving areas, signs, or structures shall, consist of

downcast style fixtures with a concealed or shielded light source to prevent glare or spill to adjacent right-of-way or properties.

(a) Pole-mounted lighting shall not have pole heights exceeding ~~20~~ 100 feet.

(b) No light or combination of lights, including illuminated signs, that cast light upon a public street shall exceed one foot-candle meter reading as measured at the edge of roadway. No light or combination of lights that cast light upon a residentially zoned property shall exceed .4 foot-candle meter reading as measured at the residential property line. All measurements shall be made after dark at the property line or edge of roadway. The city may limit the hours of operation of outdoor lighting if it is deemed necessary by the city to reduce impacts on the surrounding neighborhood.

(c) Light fixtures shall be consistent with design guidelines or receive express approval from the City Zoning Administrator.

(Ord. No. 22-2506, 7-18-2022)

30.916 District signage.

(j) *Prohibited signage.*

(12) All other signs not expressly permitted by this section or approved through site plan review.

INTRODUCED and read in full this 16th day of September, 2024.

PASSED by the City Council of the City of Blaine the day of , 20 .



City of Blaine

Planning Commission

September 10, 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, September 10, 2024. Chair Goracke called the meeting to order at 7:00PM.

2. Roll Call

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

Members Absent: Commission Members Deonauth and Swanson.

Staff Present: Shawn Kaye, Planner
Shelia Sellman, City Planner

4. Public Hearing

- 4.2.** 2024-387 Case File No. 24-0054 // EB Blaine Development LLC
The applicant is requesting amendments to the City of Blaine Zoning Code Section 30.90 - 105th Avenue Redevelopment District (RD).
Sponsors: Sheila Sellman, City Planner

The report to the planning commission was presented by Sheila Sellman, City Planner. The public hearing for Case File 24-0054 was opened at 7:14PM.

Will O'Keefe, Bader Development, stated he was available to answer questions.

Chair Goracke commented on how the lighting height was moved from 20 feet to 100 feet. He asked if 100 foot lighting was allowed anywhere else in Blaine.

City Planner Sellman explained the NSC lights at the sports center are taller than 100 feet.

Commissioner Halpern asked if the 100 foot lighting was for a golf range or other amenity.

Mr. O'Keefe stated the request as a whole would align the district ordinance with what has been approved to date by the Council, which included a stadium and golf range.

Commissioner Olson reported she supported keeping the ordinance as is because the commission could then review future requests under the conditional use permit process.

City Planner Sellman explained the stadium and lighting over 50 feet are a conditional use currently. She indicated the proposed changes would clean up the language for the overall development.

Mr. O'Keefe stated the request was being made to align with what has already been approved by the city council.

Commissioner Olson expressed concern with if this ordinance amendment were approved, 100 foot lights would be allowed in the entire 105th Avenue Redevelopment District. She recommended this not move forward as it would set a precedent. She suggested lighting requests over 50 feet be considered on a case by case basis.

Commissioner Halpern stated he agreed with Commissioner Olson and recommended the lighting language remain as is. He did not support opening the city up for increased lighting height throughout the entire redevelopment district.

Mr. O'Keefe commented he heard what the commission was saying, but noted at the same time, if he were to bring a use forward that was not on the permitted list, he could not do it or a CUP would be required.

Commissioner Olson stated because this development was new and applications would be brought to the city, she supported each application being fully reviewed by the planning commission and city council versus having the uses permitted.

Chair Goracke asked if this ordinance were passed, would the city lose its management control over 100 foot lights.

City Planner Sellman explained at this time, light height was limited to 20 feet and if the proposed language were approved, any project within the redevelopment district could have 100 foot lights.

Commissioner Olson indicated she appreciated many of the language changes within the ordinance but noted she did not support the language changes regarding building height, lighting height or parking structures. She recommended these items remain conditional uses so each request could be considered and discussed by the planning commission and city council.

Mark Berger, owner of Mark's Welding, expressed concern that Blaine could have three 100 foot parking structures and 100 foot lights throughout the district. He recommended the city keep control over these issues.

The public hearing was closed at 7:28PM.

Mr. O'Keefe commented there are uses that have been approved by the city council and he stated he was simply trying to align city code with what has already been approved. He explained if the lighting and building height language were removed from the ordinance it would be a hurdle for him when he speaks to lenders.

Chair Goracke asked if the ordinance should be approved as is, with a recommendation for the city council to remove the lighting language, or should the planning commission remove the lighting language.

City Planner Sellman recommended the planning commission make a recommendation with the language change to the ordinance.

Motion by Commissioner Olson to recommend approval of Planning Case 24-0054 recommending approval of amendments to the City of Blaine Zoning Code Section 30.90 -105th Avenue Redevelopment District (RD) as outlined in the draft ordinance, requiring parking structures to be a conditional use, that buildings over 50 feet be a conditional use, and that lighting height remain at 20 feet and anything over 20 feet be a conditional use. Motion seconded by Commissioner Gorzycki. The motion passed 5-0.

Chair Goracke noted this would be on the agenda of the September 16, 2024 city council meeting.



City of Blaine Staff Report

File Number:

Agenda Date	Status
September 16, 2024	
In Control	File Type
City Council	Ordinance

Administration -

Agenda Item # 11.1

Second Reading

Amending Chapter 42 - Health and Sanitation, Article II. - Tobacco, Division 2. - License, Sec. 42-61. Generally.

Background

First reading of this proposed ordinance was held on September 4. At the June 17 workshop, council provided staff feedback in support of the proposed amendments to tobacco licenses that included differentiating between licenses and imposing a cap for each license type to 50 for general tobacco licenses such as grocery, gas, and liquor stores, 12 for tobacco product stores, and 3 for cigar shops. Currently, there are 54 tobacco licenses, 9 of which are tobacco products stores.

Chapter 42 - Health and Sanitation
Article II. - Tobacco
Division 2. - License

Sec. 42-61. Generally.

(c) Number of licenses.

(1) The number of tobacco licenses issued in conjunction with a grocery store, convenience store, liquor store, or gasoline service shall not exceed 50. Existing licenses shall remain in effect until through attrition the maximum number of licenses is met.

(2) The number of tobacco licenses issued to a tobacco products store shall not exceed 12. Existing licenses shall remain in effect until through attrition the maximum number of licenses is met.

(3) The number of tobacco licenses issued to a tobacco products store immediately whose primary retail product is cigars shall not exceed 3.

(4) The city council is not required to issue the full number of tobacco licenses it has available for any license type.

While placing a cap on the number of licenses issued in conjunction with a grocery store, convenience store, liquor store or convenience store could result in potential unintended consequence that could limit future

businesses (grocery, convenience) from having a license, based on previous council discussion it appears the primary concern is related to exclusive tobacco shops and not necessarily grocery and convenience stores. The proposed language above would allow for five additional licenses to be issued for new convenience stores, grocery stores, etc. and three additional for exclusive tobacco shops.

If adopted, all existing licenses would remain in effect until they are not renewed or they expire. Changes in ownership already require a new license to be applied for; the council is not required to issue the full number of tobacco licenses it has available. It should be noted that any tobacco license issued under the current ordinance or under any adopted amended ordinance is required to follow all state statutes and city code while licensed, including the Minnesota Clean Indoor Air Act.

Staff Recommendation

Council is asked to hold second reading and adopt the proposed ordinance amending tobacco license types.

Questions for Council

Is council supportive of the proposed amendments for tobacco licenses and the caps as proposed?

Attachment List

1. Business Licenses-Type and Status - Tobacco
2. Tobacco License Survey April 2024



City of Blaine

Signature Copy

Ordinance: ORD 24-2563

Second Reading

Amending Chapter 42 - Health and Sanitation, Article II. - Tobacco, Division 2. - License, Sec. 42-61. Generally.

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

(c) Number of licenses. (1) The number of tobacco licenses issued in conjunction with a grocery store, convenience store, liquor store, or gasoline service shall not exceed 50. Existing licenses shall remain in effect until through attrition the maximum number of licenses is met.

(2) The number of tobacco licenses issued to a tobacco products store shall not exceed 12. Existing licenses shall remain in effect until through attrition the maximum number of licenses is met.

(3) The number of tobacco licenses issued to a tobacco products store immediately adjacent to a restaurant of the same owner whose primary retail product is cigars shall not exceed 3.

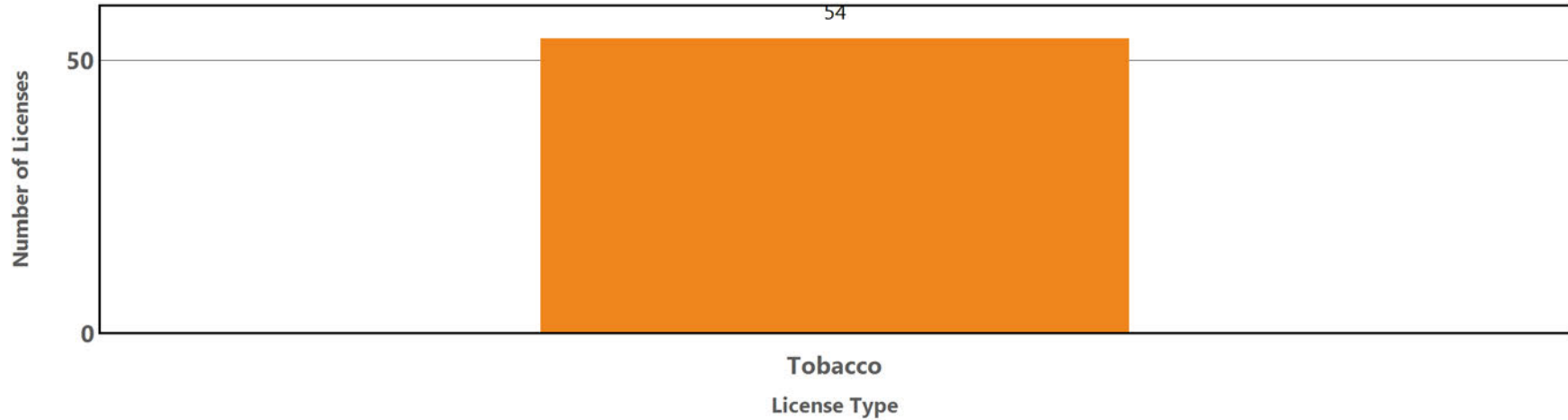
(4) The city council is not required to issue the full number of tobacco licenses it has available for any license type.

INTRODUCED and read in full this 4th day of September, 2024.

PASSED by the City Council of the City of Blaine this 16th day of September, 2024.

Business Licenses by Type & Status

Report Date: 4/25/2024



Tobacco

License No	Business Name	Business Location	Iss Date	Exp Date	Status
TOB23-0003	65 HEY LLC	10904 Baltimore St Ne, Blaine, MN 55449	12/20/2023	12/31/2024	Active
	Owner: Muntasir Eisa				
TOB-08106	AWAD COMPANY (MARATHON)	10102 Sunset Ave Ne, Blaine, MN 55014	12/20/2023	12/31/2024	Active
	Owner: Estephan Antoine Awad				
TOB23-0004	Blaine Gas Inc.	12880 Central Ave Ne, Blaine, MN 55434	12/20/2023	12/31/2024	Active
	Owner: Anthony Rammer				
TOB-02234	Blaine MotoMart	10270 Baltimore St Ne, Blaine, MN 55449	12/20/2023	12/31/2024	Active
	Owner: FKG Oil Company				
TOB-07173	BLAINE TOBACCO	12523 Central Ave Ne, Blaine, MN 55434	12/20/2023	12/31/2024	Active
	Owner: Avni Istrefaj				
TOB-02249	Casey's General Stores, Inc	8501 Xylite St Ne, Blaine, MN 55449	12/20/2023	12/31/2024	Active
	Owner: CASEY'S RETAIL COMPANY				

Business Licenses by Type & Status

Report Date: 4/25/2024

Tobacco

License No	Business Name	Business Location	Iss Date	Exp Date	Status
TOB-02239	Central Spirits Liquor Store	1438 93rd Ln Ne, Blaine, MN 55449	12/20/2023	12/31/2024	Active
	Owner: Paul Spitzley				
TOB-06869	Central Tobacco	1430 93rd Ln Ne, Blaine, MN 55449	12/20/2023	12/31/2024	Active
	Owner: Muntasir Eisa				
TOB22-0002	Circle Pines Station	8550 Lexington Ave Ne, Blaine, MN 55014	12/20/2023	12/31/2024	Active
	Owner: Adnan Safi				
TOB22-0001	Circle Smoke Shop Plus	8550 LEXINGTON AVE NE, Blaine, MN 55014	12/20/2023	12/31/2024	Active
	Owner: Adnan Safi				
TOB-05720	Cub Foods #155936	12595 Central Ave Ne, Blaine, MN 55434	12/20/2023	12/31/2024	Active
	Owner: Nate Spevacek				
TOB-05721	Cub Foods #155940	585 Northtown Dr Ne, Blaine, MN 55434	12/20/2023	12/31/2024	Active
	Owner: Arturo Cerna				
TOB-07717	CUB FOODS #1592	10881 University Ave Ne, Blaine, MN 55434	12/20/2023	12/31/2024	Active
	Owner: Vicky Brekke				
TOB-05719	Cub Foods #31664	4205 Pheasant Ridge Drive Ne, Blaine, MN 55449	12/20/2023	12/31/2024	Active
	Owner: Lindsay Schultz				
TOB21-0004	Cub Wine and Spirits	4255 Pheasant Ridge Dr Ne, Blaine, MN 55449	12/20/2023	12/31/2024	Active
	Owner: Julia Petersen				
TOB-08215	E CIG SMOKE	11724 Ulysses Ln Ne, Blaine, MN 55434	12/20/2023	12/31/2024	Active
	Owner: Taleb Wazwaz				
TOB-07073	ELIFE, LLC	1536 125th Ave Ne, Blaine, MN 55449	1/2/2024	12/31/2025	Active
	Owner: Michael Donnelly				

Business Licenses by Type & Status

Report Date: 4/25/2024

Tobacco

License No	Business Name	Business Location	Iss Date	Exp Date	Status
TOB23-0005	Fleet Farm	10250 Lexington Ave Ne, Blaine, MN 55014	12/20/2023	12/31/2024	Active
	Owner: Steven Jensen				
TOB-05834	Fleet Farm Fuel	10280 Lexington Ave Ne, Blaine, MN 55449	12/20/2023	12/31/2024	Active
	Owner: Steven Jensen				
TOB21-0006	Founders Cigar Company	9150 Isanti St Ne, Blaine, MN 55449	12/20/2023	12/31/2024	Active
	Owner: Brian Schmittiel				
TOB-05701	GAS AND MORE, INC.	1444 93rd Ln Ne, Blaine, MN 55449	12/20/2023	12/31/2024	Active
	Owner: tarek kablawi				
TOB-02264	Gas Plus #10	9305 Central Ave Ne, Blaine, MN 55449	12/20/2023	12/31/2024	Active
	Owner: Stephen Dahl				
TOB-02260	G-Will Liquors	2320 Cloud Dr Ne, Blaine, MN 55449	12/20/2023	12/31/2024	Active
	Owner: Daniel Fields				
TOB-02251	Holiday Station Store # 306	4167 Ball Rd Ne, Blaine, MN 55014	12/20/2023	12/31/2024	Active
	Owner: Sarah Willis				
TOB-02270	Holiday Station Stores, Inc.	9933 Ulysses St Ne, Blaine, MN 55434	12/20/2023	12/31/2024	Active
	Owner: Sarah Willis				
TOB-06625	Holiday Stationstores	10909 Radisson Rd Ne, Blaine, MN 55449	12/20/2023	12/31/2024	Active
	Owner: Sarah Willis				
TOB-06895	Kwik Trip	1355 85th Ave Ne, Blaine, MN 55434	12/20/2023	12/31/2024	Active
	Owner: Kwik Trip, Inc.				
TOB-07991	KWIK TRIP #1014	12260 Fraizer St Ne, Blaine, MN 55449	12/20/2023	12/31/2024	Active
	Owner: Kwik Trip, Inc.				
TOB-08085	KWIK TRIP #1022	11736 Ulysses Ln Ne, Blaine, MN 55434	12/20/2023	12/31/2024	Active

Business Licenses by Type & Status

Report Date: 4/25/2024

Tobacco

License No	Business Name	Business Location	Iss Date	Exp Date	Status
	Owner: Kwik Trip, Inc.				
TOB21-0007	Kwik Trip #1136	10880 Austin St Ne, Blaine, MN 55449	12/20/2023	12/31/2024	Active
	Owner: Kwik Trip, Inc.				
TOB-07205	KWIK TRIP #206	3405 Lake Dr Ne, Blaine, MN 55014	12/20/2023	12/31/2024	Active
	Owner: Kwik Trip, Inc.				
TOB-07965	Kwik Trip #925	10510 Radisson Rd Ne, Blaine, MN 55449	12/20/2023	12/31/2024	Active
	Owner: Kwik Trip, Inc.				
TOB-05514	MGM Wine & Spirits	255 County Road 10 Ne, Blaine, MN 55434	12/20/2023	12/31/2024	Active
	Owner: Chai Vang				
TOB-08022	MINI MART #5	9850 Polk St Ne, Blaine, MN 55434	12/20/2023	12/31/2024	Active
	Owner: Mukesh Chaudhary				
TOB23-0002	MN Restwood Inc	3401 Restwood Rd Ne, Blaine, MN 55014	12/20/2023	12/31/2024	Active
	Owner: Purvakumar Ramanlal				
TOB23-0006	Northside Grocery & Deli LLC	1578 125th Ave Ne, Blaine, MN 55449	12/20/2023	12/31/2024	Active
	Owner: HINDIA MUMED				
TOB-08052	NOVA WAY, LLC	601 125th Ave Ne, Blaine, MN 55434	12/20/2023	12/31/2024	Active
	Owner: Dayaa Elnagar				
TOB-02207	Ole Piper Inn	1416 93rd Ln Ne, Blaine, MN 55449	12/20/2023	12/31/2024	Active
	Owner: Paul Spitzley				
TOB-06429	Speedway #4311	12504 Central Ave Ne, Blaine, MN 55434	12/20/2023	12/31/2024	Active
	Owner: Shameka Wiley				
TOB-06428	Speedway #4321	9720 Central Ave Ne, Blaine, MN 55434	1/2/2024	12/31/2025	Active
	Owner: Shameka Wiley				

Business Licenses by Type & Status

Report Date: 4/25/2024

Tobacco

License No	Business Name	Business Location	Iss Date	Exp Date	Status
TOB-06430	Speedway #4445	10865 University Ave Ne, Blaine, MN 55434	12/20/2023	12/31/2024	Active
	Owner: Shameka Wiley				
TOB-07957	Speedway #7020	2310 Cloud Dr Ne, Blaine, MN 55449	12/20/2023	12/31/2024	Active
	Owner: Shameka Wiley				
TOB22-0003	Super USA Gas Plus Inc.	12080 Central Ave Ne, Blaine, MN 55434	12/20/2023	12/31/2024	Active
	Owner: Khalaf Ibrahim Qasem				
TOB-06967	Tobacco & More	10549 University Ave Ne, Blaine, MN 55434	12/20/2023	12/31/2024	Active
	Owner: Qasim Almayahy				
TOB21-0002	Tobacco 10 LLC DBA Hi TEC Tobacco	780 County Road 10 Ne, Blaine, MN 55434	12/21/2023	12/31/2024	Active
	Owner: Muntasir Eisa				
TOB-07713	Tobacco Vape Center	10519 University Ave Ne, Blaine, MN 55434	12/20/2023	12/31/2024	Active
	Owner: Iyad Sati				
TOB-07318	TOP TEN LIQUORS	12513 Central Ave Ne, Blaine, MN 55434	12/20/2023	12/31/2024	Active
	Owner: Jonathan Halper				
TOB-02225	Tournament Players Club	11444 Tournament Players Pkwy Ne, Blaine, MN 55449	12/20/2023	12/31/2024	Active
	Owner: Joe Mascaluso				
TOB-02233	Walgreen's #05413	600 County Road 10 Ne, Blaine, MN 55434	12/20/2023	12/31/2024	Active
	Owner: Walgreen Co				
TOB-02223	Walgreen's #7781	4202 Pheasant Ridge Dr Ne, Blaine, MN 55449	12/20/2023	12/31/2024	Active
	Owner: Walgreen Co				
TOB-02201	Walgreens #07218	12480 Aberdeen St Ne, Blaine, MN 55449	12/20/2023	12/31/2024	Active
	Owner: Walgreen Co				



Business Licenses by Type & Status

Report Date: 4/25/2024

Tobacco

License No	Business Name	Business Location	Iss Date	Exp Date	Status
TOB-05746	Walgreens #11287	10905 Ulysses St Ne, Blaine, MN 55434	12/20/2023	12/31/2024	Active
	Owner: Walgreen Co				
TOB-07507	WalMart #3498	4369 Ball Rd Ne, Blaine, MN 55449	12/20/2023	12/31/2024	Active
	Owner: SARAH LITTLE				
TOB-07074	WALMART, INC.	11505 Ulysses St Ne, Blaine, MN 55434	12/20/2023	12/31/2024	Active
	Owner: SARAH LITTLE				

Total Tobacco: 54

Total Number of Licenses: 54

<u>City</u>	<u># of tobacco licenses</u>	<u>Population</u>	<u>Cap</u>
Arden Hills	5	9,592	moratorium in place until 11/24
Blaine	55	70,222	--
Brooklyn Park	50	84,993	--
Burnsville	47	64,522	--
Champlin	15	23,919	# of shops capped at 2
Coon Rapids	46	63,415	--
Cottage Grove	22	41,027	--
Crystal	20	22,265	
Eden Prairie	27	54,442	--
Hopkins	19	18,608	--
Maple Grove	29	71,230	# of shops capped at 5
Maplewood	42	42,088	--
Minnetonka	28	54,474	# of shops capped at 6
Oak Grove	7	9,311	--
Plymouth	37	80,762	--
Ramsey	18	27,646	--
Richfield	22	36,710	to be capped at 4 thru attrition
Rogers	11	13,295	--
Vadnais Heights	10	12,473	--
White Bear Lake	24	24,883	# of shops capped at 10
Woodbury	28	77,224	--



City of Blaine

Staff Report

File Number: ORD 24-2564

Agenda Date	Status
September 16, 2024	
In Control	File Type
City Council	Ordinance

Administration -

Agenda Item # 11.2

Second Reading

Article II. Intoxicating Liquor and 3.2 Percent Malt Liquor, Sec. 6-33. Definitions, Sec. 6-36. License Required; Number of Licenses, and Sec. 6-38. Kinds of Liquor Licenses.

Executive Summary

Council is asked to hold second reading and adopt an ordinance amending off-sale liquor licenses.

Background

First reading of this proposed ordinance was held on September 4. At the May 13 workshop council provided staff feedback on possible amendments to off-sale intoxicating liquor licenses. Based on council feedback, council wished to retain the current distance of a 1 mile distance between and a cap of 1/7,000 in population for exclusive liquor stores but allow flexibility for other off-sale license types in conjunction with a large retail use or grocery store.

Article II. Intoxicating Liquor and 3.2 Percent Malt Liquor
Sec. 6-33. Definitions.

In addition to the definitions in Minn. Stat. § 340A.101, as it may be amended from time to time, the following terms are defined for purposes of this article:

Brew pub is a brewer who also holds one or more retail on-sale licenses and who manufactures fewer than 3,500 barrels of malt liquor in a year, at any one licensed premises, the entire production of which is solely for consumption on tap on any licensed premises owned by the brewer, or for off-sale from those licensed premises as permitted in by state statute.

Brewer is a person or entity who manufactures malt liquor for sale.

Brewer taproom means an area on the premises of a brewery or on the premises adjacent to a brewery owned by the brewer in which the brewer sells or otherwise provides exclusively malt liquor produced by the brewer for consumption within the brewer taproom.

Cocktail room is an on-sale of distilled liquor or wine produced for consumption on the premises owned by the distiller or winery.

Distillery is a place or establishment where strong alcoholic drinks are produced by the process of distilling.

Liquor, as used in this article, without modification by the words "intoxicating" or "3.2 percent malt," includes both intoxicating liquor and 3.2 percent malt liquor.

Microdistillery is a place or establishment where strong alcoholic drinks are produced by the process of distilling in small quantities usually done in a single batch.

Restaurant is an establishment, other than a hotel, under the control of a single proprietor or manager, where meals are regularly prepared on the premises, and served at tables to the general public, and having a minimum seating capacity for guests as prescribed by the appropriate license issuing authority. To be a restaurant as defined by this term in this article, an establishment shall have a license from the state as required by Minn. Stat. § 157.16.

Grocery store means a business with a primary use that consists of the sale of fresh produce and food products. At least 50 percent of customer-accessible sales and display area is used for the sale of general line of food products intended for home preparation and consumption and at least 30 percent of retail space is for perishable goods that include dairy, fresh produce, fresh meats, poultry, fish and frozen foods. Groceries must represent the majority of sales in a grocery store although there may be accessory uses such as prepared food and drink, pharmaceuticals and bank services.

Sec. 6-36. License required; number of licenses.

- (a) No person or entity shall directly or indirectly deal in, sell or keep for sale any liquor without first having received a license to do so pursuant to this article.
- (b) The city council shall issue off-sale liquor licenses in such a manner that no license shall be issued to a property which is located within one mile of the location of an existing off-sale license. The number of off-sale licenses issued shall not exceed a ratio of one license for every 7,000 population. The council is not required to issue the full number of off-sale licenses that it has available.
- (c) Off-sale liquor licenses issued in conjunction with brewer taprooms or brew pubs, in conjunction with and secondary to a permitted or conditional principal retail use with minimum floor area of 50,000 square feet, or in conjunction with and secondary to a grocery store with a minimum floor area of 25,000, or a restaurant of the same owner that is immediately adjacent are exempt from subsection (b).

Sec. 6-38. Kinds of liquor licenses.

The city council is authorized to issue the following licenses and permits, up to the number specified in section 6-36. All provisions of this chapter that apply to a retail liquor license shall apply to a license issued under this subdivision unless the provision is explicitly inconsistent with this subdivision.

- (1) 3.2 percent malt liquor on-sale licenses, which may be issued only to restaurants, hotels, clubs, bowling centers with the incidental sale of tobacco and soft drinks.
- (2) 3.2 percent malt liquor off-sale license.

(3) Temporary on-sale intoxicating, wine and 3.2 percent malt liquor licenses, which may be issued only to a club, charitable, religious or nonprofit organization, or a licensed brewer who meets state statute definition of a brewer in connection with a social event sponsored by the licensee. Any temporary license issued under this section shall be for a period not to exceed four consecutive days and the city council shall issue no more than 12 days' worth of temporary licenses to any one organization in one calendar year, or that which is allowed by state statute as amended from time to time.

a. A temporary on-sale intoxicating, wine or 3.2 percent malt liquor license may authorize on-sales on premises other than the premises the organization owns or permanently occupies.

b. The license will be issued for a specific date, time, and place.

c. No license issued under this subdivision will be valid unless first approved by the commissioner of public safety and the chief of police or their designee.

(4) Off-sale intoxicating liquor licenses as outlined below; ~~which may be issued only to exclusive liquor stores, brewer taprooms or brew pubs.~~

(a) Class A off-sale intoxicating liquor license in conjunction with an exclusive liquor store.

(b) Class B off-sale intoxicating liquor license in conjunction with and secondary to:

(1) a permitted or conditional principal retail use with minimum floor area of 50,000 square feet

(2) a grocery store with a minimum floor area of 25,000

(3) a restaurant of the same owner that is immediately adjacent

(c) Class C off-sale intoxicating liquor license in conjunction with a brewer taproom or brew pub.

Strategic Plan Relationship

N/A

Board/Commission Review

N/A

Financial Impact

N/A

Public Outreach/Input

N/A

Staff Recommendation

Council is asked to hold second reading and adopt the proposed ordinance.

Attachment List

None



City of Blaine

Signature Copy

Ordinance: ORD 24-2564

Second Reading

Article II. Intoxicating Liquor and 3.2 Percent Malt Liquor, Sec. 6-33. Definitions, Sec. 6-36. License Required; Number of Licenses, and Sec. 6-38. Kinds of Liquor Licenses.

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

Article II. Intoxicating Liquor and 3.2 Percent Malt Liquor

Sec. 6-33. Definitions.

In addition to the definitions in Minn. Stat. § 340A.101, as it may be amended from time to time, the following terms are defined for purposes of this article:

Brew pub is a brewer who also holds one or more retail on-sale licenses and who manufactures fewer than 3,500 barrels of malt liquor in a year, at any one licensed premises, the entire production of which is solely for consumption on tap on any licensed premises owned by the brewer, or for off-sale from those licensed premises as permitted in by state statute.

Brewer is a person or entity who manufactures malt liquor for sale.

Brewer taproom means an area on the premises of a brewery or on the premises adjacent to a brewery owned by the brewer in which the brewer sells or otherwise provides exclusively malt liquor produced by the brewer for consumption within the brewer taproom.

Cocktail room is an on-sale of distilled liquor or wine produced for consumption on the premises owned by the distiller or winery.

Distillery is a place or establishment where strong alcoholic drinks are produced by the process of distilling.

Liquor, as used in this article, without modification by the words "intoxicating" or "3.2 percent malt," includes both intoxicating liquor and 3.2 percent malt liquor.

Microdistillery is a place or establishment where strong alcoholic drinks are produced by the process of distilling in small quantities usually done in a single batch.

Restaurant is an establishment, other than a hotel, under the control of a single proprietor or manager, where meals are regularly prepared on the premises, and served at tables to the general public, and having a minimum seating capacity for guests as prescribed by the appropriate license issuing authority. To be a restaurant as defined by this term in this article, an establishment shall have a license from the state as required by Minn. Stat. § 157.16.

Grocery store means a business with a primary use that consists of the sale of fresh produce and food products. At least 50 percent of customer-accessible sales and display area is used for the sale of general line of food products intended for home preparation and consumption and at least 30 percent of retail space is for perishable goods that include dairy, fresh produce, fresh meats, poultry, fish and frozen and foods. Groceries must represent the majority of sales in a grocery store although there may be accessory uses such as prepared food and drink, pharmaceuticals and bank services.

Sec. 6-36. License required; number of licenses.

- (a) No person or entity shall directly or indirectly deal in, sell or keep for sale any liquor without first having received a license to do so pursuant to this article.
- (b) The city council shall issue off-sale liquor licenses in such a manner that no license shall be issued to a property which is located within one mile of the location of an existing off-sale license. The number of off-sale licenses issued shall not exceed a ratio of one license for every 7,000 population. The council is not required to issue the full number of off-sale licenses that it has available.
- (c) Off-sale liquor licenses issued in conjunction with brewer taprooms or brew pubs, in conjunction with and secondary to a permitted or conditional principal retail use with minimum floor area of 50,000 square feet, or in conjunction with and secondary to a grocery store with a minimum floor area of 25,000, or a restaurant of the same owner that is immediately adjacent are exempt from subsection (b).

Sec. 6-38. Kinds of liquor licenses.

The city council is authorized to issue the following licenses and permits, up to the number specified in section 6-36. All provisions of this chapter that apply to a retail liquor license shall apply to a license issued under this subdivision unless the provision is explicitly inconsistent with this subdivision.

- (1) 3.2 percent malt liquor on-sale licenses, which may be issued only to restaurants, hotels, clubs, bowling centers with the incidental sale of tobacco and soft drinks.
- (2) 3.2 percent malt liquor off-sale license.
- (3) Temporary on-sale intoxicating, wine and 3.2 percent malt liquor licenses, which may be issued only to a club, charitable, religious or nonprofit organization, or a licensed brewer who meets state statute definition of a brewer in connection with a social event sponsored by the licensee. Any temporary license issued under this section shall be for a period not to exceed four consecutive days and the city council shall issue no more than 12 days' worth of temporary licenses to any one organization in one calendar year, or that which is allowed by state statute as amended from time to time.
 - a. A temporary on-sale intoxicating, wine or 3.2 percent malt liquor license may authorize on-sales on premises other than the premises the organization owns or permanently occupies.
 - b. The license will be issued for a specific date, time, and place.
 - c. No license issued under this subdivision will be valid unless first approved by the commissioner of public safety and the chief of police or their designee.
- (4) Off-sale intoxicating liquor licenses as outlined below; ~~which may be issued only to exclusive liquor stores, brewer taprooms or brew pubs.~~
 - (a) Class A off-sale intoxicating liquor license in conjunction with an exclusive liquor store.
 - (b) Class B off-sale intoxicating liquor license in conjunction with and secondary to:
 - (1) a permitted or conditional principal retail use with minimum floor area of 50,000 square feet
 - (2) a grocery store with a minimum floor area of 25,000
 - (3) a restaurant of the same owner that is immediately adjacent
 - (c) Class C off-sale intoxicating liquor license in conjunction with a brewer taproom or brew pub.

INTRODUCED and read in full this 4th day of September, 2024.

PASSED by the City Council of the City of Blaine this 16th day of September, 2024.



City of Blaine

Staff Report

File Number: ORD 24-2556

Agenda Date	Status
September 16, 2024	
In Control	File Type
City Council	Ordinance

Administration - Brian Podany, Safety Services Manager/Police Chief

Agenda Item # 11.3

Second Reading

Amending Chapter 82 - Traffic and Vehicles, Article I. - In General, Article IV. - Stopping, Standing, and Parking, Adding Sec. 82-157 Median Safety

Executive Summary

Background

First reading of this proposed ordinance was held on September 4. After discussion at the June workshop, council directed staff to bring forward the median safety ordinance for formal consideration. The ordinance is being proposed due to concerns with pedestrians standing for long periods of time in the median of high traffic intersections within the city. The ordinance still allows for safe crossing of roadways but prohibits standing in the median for multiple light cycles.

The proposed median safety ordinance arose out of police and resident concerns about pedestrians standing for long periods of time in the median of certain high-traffic intersections in the City of Blaine. There are several high-traffic, high-speed arterial roadways within the City that have been identified as potentially dangerous for pedestrians. Both residents and police have identified multiple intersections where this has been a problem and there have been repeated incidents at those locations. Pedestrians standing in high traffic roadway medians present an increased risk of being struck by a vehicle and impeding traffic flow. Feedback from officers who have responded to complaints about this problem note that those who partake in the action that have been requested to move to a position of greater safety have refused to do so as it is not prohibited by law.

The proposed median safety ordinance prohibits pedestrians from standing within the intersections identified in the ordinance for a duration longer than two crosswalk signals. It does not prohibit crossing as directed by traffic signals. It additionally prohibits motorists from stopping or standing in their vehicles to address pedestrians who are standing in medians. Concerns regarding targeting of certain activities such as panhandling have been raised. This ordinance does not restrict that or any

other specific activity from occurring in other locations but does prohibit any activities in the center median in order to ensure safety and promote traffic flow and safety. This helps to ensure safety in preventing crashes and promoting efficient traffic movement consistent with semaphore cycles. Enforcement of the ordinance will begin with education and requests for movement from the prohibited activity. For continued or repeated violations, enforcement action will be an option.

This item came before council in 2021 and attached is summary information from the city attorney at that time regarding legal considerations of adopting a median safety ordinance. After review with the Director of Engineering the proposed ordinance has been revised from the version shared with council at the June workshop to include all arterial, reliever, and expander roads at intersections to better define the areas.

Strategic Plan Relationship

Board/Commission Review

N/A

Financial Impact

Public Outreach/Input

Staff Recommendation

Staff is asking council to hold second reading and adopt the proposed ordinance as presented.

Attachment List

1. City Attorney Memo
2. Road Classifications Map
3. median safety ordinance email to council



City of Blaine

Signature Copy

Ordinance: ORD 24-2556

Second Reading

Amending Chapter 82 - Traffic and Vehicles, Article I. - In General, Article IV. - Stopping, Standing, and Parking, Adding Sec. 82-157 Median Safety

Findings and Purpose.

1. The City has high-capacity arterial roadways that are heavily traveled thruways. Traffic counts include on County Road 10 of 19,100 to 34,400 vehicles per day, on University Avenue of 15,000 to 46,600 vehicles per day, on Highway 65 of 41,000 to 51,000 vehicles per day, and on Lexington Avenue of 28,700 to 41,000 vehicles per day. These arterial roadways have posted speed limits that range from 35 m.p.h. to 60 m.p.h., contain numerous high-traffic intersections, and have relatively narrow or obstructed medians.
2. The medians on these roadways are traffic separation structures that were not designed, and are not maintained, to accommodate either any pedestrians, or only those who are temporarily crossing through the designated crosswalk. Most of the medians also contain landscaping, traffic control devices, and other obstructions which are inconsistent with use by pedestrians.
3. The City has experienced an increase in the number of pedestrians remaining on medians at high-traffic intersections for extended periods. This creates a public safety risk for both pedestrians as well as drivers. Due to the large volume of traffic traveling through these intersections at high speeds, pedestrians remaining on the median are put at risk of being struck. Additionally, pedestrian presence on the medians distracts drivers whose focus becomes fragmented between not striking the pedestrians so close to the roadway and navigating through these high-traffic intersections.
4. The purpose of this chapter is to establish a narrowly tailored regulation intended to protect public safety, health, and welfare related to pedestrians in roadways and drivers passing through high-traffic intersections. This chapter and the prohibitions herein are specific to identified arterial roadways within the City. This chapter is designed to decrease safety hazards by restricting unsanctioned activity in the medians.

Definitions. For the purposes of this chapter, the following terms shall have the meaning given to them in this section.

1. "Arterial roadway" and "high-traffic intersection" means any arterial, relievers, and expanders at intersections within the City.
2. "Median" means a paved or unpaved area dividing a street or highway that separates lanes of traffic traveling in opposite directions, or, in the case of separated turn lanes, vehicles traveling in the same

direction.

3. "Roadway" means both the traveled portion and median of a street or highway.

Prohibition.

1. No person shall be on a median within 300 feet of a high-traffic intersection unless the person is in the process of legally crossing the roadway through a safety zone or crosswalk. This prohibition applies to both the median on the arterial roadway and the median on the intersecting roadway. A person shall not be considered in the process of legally crossing a roadway, and it shall be prima facie evidence of a violation of this section, if a person stays on a median through two consecutive opportunities to cross the roadway in accordance with the crossing signal and state law. This may include a change in the traffic control signal or lack of traffic, as applicable.
2. No operator of a motor vehicle shall park, stop, or leave standing a vehicle at any high traffic intersection where prohibited or suddenly decrease the speed of said vehicle or deviate from a traffic lane for the purpose of responding to a person violating subdivision (a).

Exceptions. The prohibitions in Prohibitions shall not apply to any of the following:

1. Any person engaged in law enforcement or rescue activities, including aiding an injured or disabled vehicle or person;
2. Any person engaged in the emergency repair of their vehicle;
3. Any public works staff or public contractor engaged in the maintenance, repair or improvement of a roadway or related to public facilities, or public utility workers installing, maintaining, repairing, or removing public utilities; or
4. Streets or portions thereof that have been closed pursuant to a street use permit or other express authorization from the City.

Penalty. Any person who fails to comply with the provisions of this chapter shall be guilty of a misdemeanor.

ECKBERG LAMMERS MEMO

To: City Council and City Manager
From: Chris Nelson and Anneliese McCahery, City Attorney's Office
Date: February 23, 2021
Re: Background on Median Safety Ordinance

Background on the Median Safety Ordinance

At the upcoming City Council Workshop on March 1, 2021, the Council will discuss a draft Median Safety Ordinance. The City Attorney's Office worked with the Blaine Police Department to produce the draft Ordinance before the Council for consideration.

The draft Median Safety Ordinance arose out of Police and resident concerns about pedestrians standing for long periods within certain high-traffic intersections in the City. As noted in the draft Ordinance, there are several high-traffic, high-speed arterial roadways in the City. Blaine Police have identified certain intersections of high-traffic, high-speed arterial roadways and other roads as potentially dangerous for pedestrians. Blaine Police and residents have noted pedestrians stand at these particular intersections, including within the medians that divide the roadways, creating a high-risk of collisions. Pedestrians standing in roadway medians are at a high risk of being struck by a vehicle, which could result in severe injury to the pedestrian, the motorist, and any passengers, along with property damage.

Blaine Police have identified 22 specific intersections within the City that pose a particularly high-risk of pedestrian/vehicle collision. In an effort to reduce this risk and keep pedestrians, motorists, and passengers safe, the Median Safety Ordinance prohibits pedestrians from standing within the 22 identified high-risk intersections in the City. The Ordinance prohibits a pedestrian from standing in medians at these intersections. A pedestrian is not prohibited from crossing the street as directed by traffic signals, but if a pedestrian stands in the medians for a duration longer than two crosswalk signals, then the pedestrian violates the Median Safety Ordinance. Additionally, the Ordinance prohibits motorists from stopping their vehicles to address pedestrians who are standing in medians.

The purpose of this ordinance is pedestrian, motorist, passenger, and vehicle safety. The City Attorney's Office and the Blaine Police Department consider the draft Median Safety Ordinance specifically designed to promote public safety at 22 identified high-risk intersections. The ordinance is not intended to prohibit any other lawful activity and is not designed to prohibit so-called panhandling in the City. Rather, the draft Ordinance states that pedestrians cannot stand within these 22 specifically identified medians, in an effort to reduce the high risk of collision that exists in the identified intersections.

In discussions with the Blaine Police Department, any enforcement of the Median Safety Ordinance will begin with education. Police will inform any pedestrian standing in a high-risk intersection that the Median Safety Ordinance prohibits such activity and instruct the pedestrian to move. For persons repeatedly violating the Ordinance and fostering an ongoing traffic risk, the Police have the option to cite the pedestrian with a misdemeanor violation. The City Attorney's Office and Police Department propose adding a violation of the Median Safety Ordinance to the local payable fines list, with a minimal corresponding fine.

FIGURE 7-1: FUNCTIONAL CLASSIFICATION

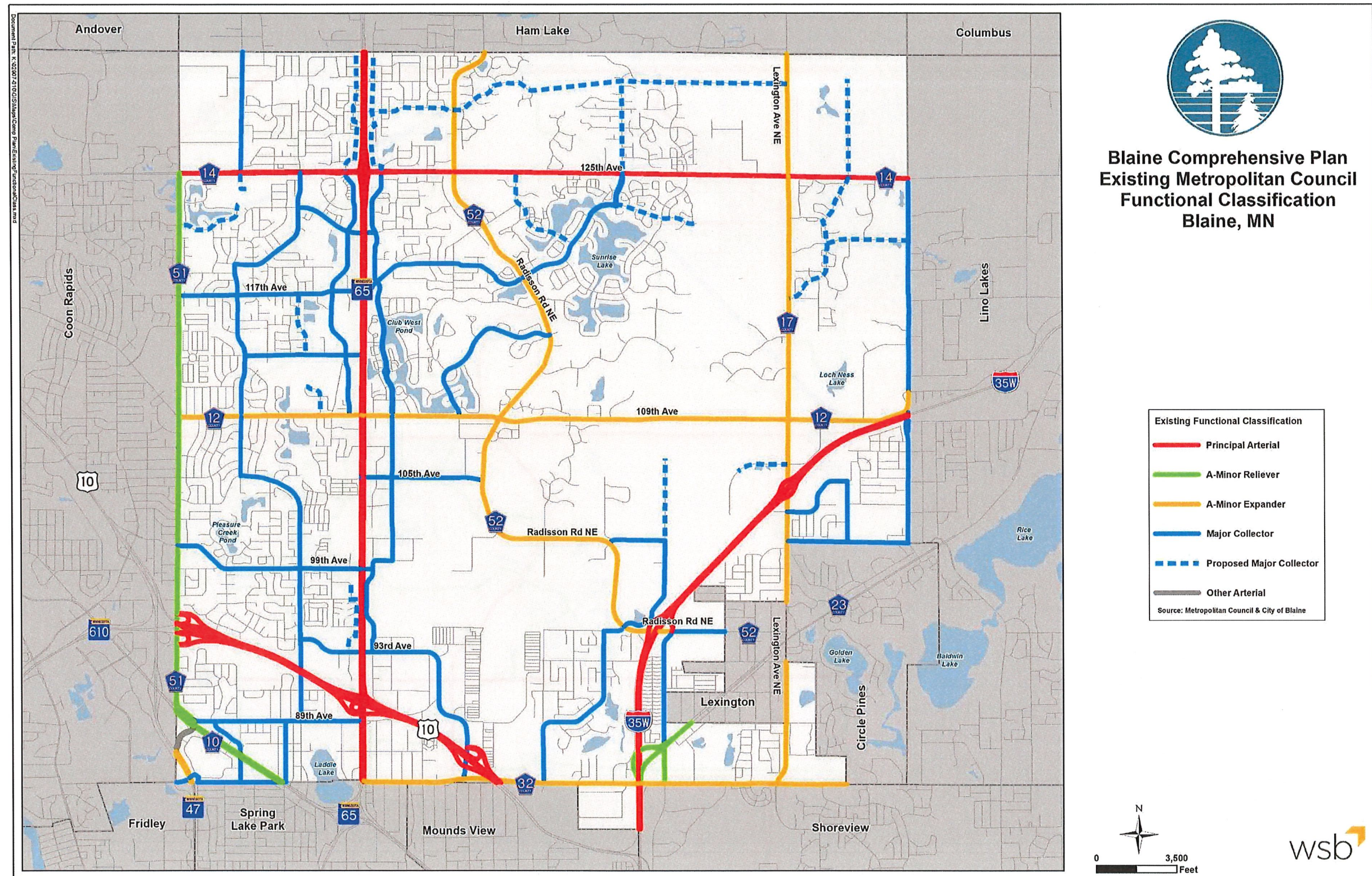
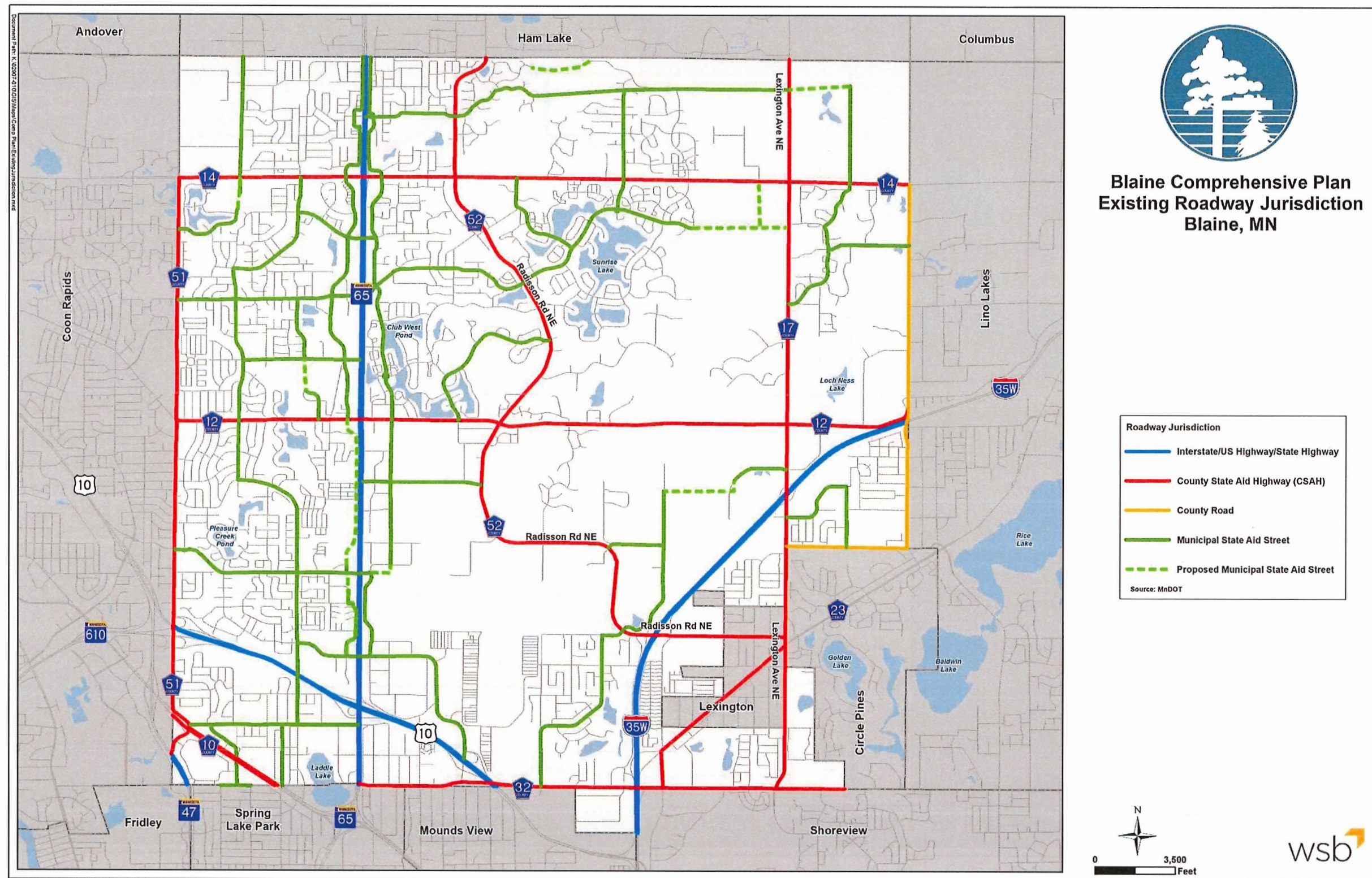


FIGURE 7-2: ROADWAY JURISDICTION



Brian Podany

From: Michelle Wolfe
Sent: Wednesday, August 28, 2024 10:29 AM
To: Brian Podany
Subject: FW: LP median safety ordinance letter
Attachments: Opposition to Median Safety Ordinance.pdf



Michelle Wolfe

City Manager

City of Blaine

10801 Town Square Drive NE, Blaine MN 55449

p: 763-785-6121 m: 763-257-9773 f: 763-785-6156

[BlaineMN.gov](https://blainemn.gov)

From: Kat Kerwin <kkerwin@localprogress.org>
Sent: Monday, July 1, 2024 1:27 PM
To: CityCouncil <CityCouncil@blainemn.gov>
Cc: Lori Saroya <lorisaroya@gmail.com>; LiJia Gong <lgong@localprogress.org>
Subject: LP median safety ordinance letter

Dear members of the council,

I am sending along a letter in advance of tonight's meeting regarding the median safety ordinance.

Thank you,

Kat

--

Kat Kerwin

Legal Fellow

Local Progress + Local Progress Impact Lab

she/hers | 401-340-8662

LP and the Impact Lab staff operate on a four day workweek with a default schedule of Mon-Thurs.

July 1, 2024

Subject: **Median Safety Ordinance**

Honorable City Council Members,

My name is Kat Kerwin. I am a Legal Fellow at Local Progress. I am writing in opposition to the proposed median safety ordinance. Local Progress is a network of over 1400 local elected officials from across the country working to advance racial and economic justice. Local Progress alongside our partners at Vera Institute, Center for Policing Equity, and Vision Zero Network is in the process of launching a nation-wide campaign for driving equality, with a goal of helping jurisdictions across the country pass and implement traffic safety policies that prioritize public health and racial equity. Although the purpose of this proposed ordinance is purportedly to advance traffic safety, the impact of such an ordinance would merely reinforce a system of punishment that criminalizes people who are unhoused.¹

Our existing traffic safety systems are broken. There are real racial disparities in traffic enforcement and traffic stops are ineffective. Research consistently finds that Black and Latine drivers are more likely to be [stopped](#), [searched](#) and [subjected to force](#) during traffic stops. **Given our country's current epidemic of traffic deaths paired with its history of racial injustice, new ideas to keep us safe on our streets are long overdue.** That is why we are opposed to the Median Safety Ordinance. The ordinance does not provide infrastructural or policy solutions to address the traffic safety concerns that communities are facing, but is a tool for police to criminalize panhandling. Criminalization makes it harder for homeless individuals to get a job, harder to rent an apartment, and harder to have time to address barriers when life is filled with court appearances and jail time. In fact, under federal law, people who have spent more than [90 days incarcerated lose their "chronic homelessness"](#) status and are no longer a priority for permanent housing.

When significant resources are allocated to services and housing instead of criminalization, local governments see not only savings but long-term successes. When Eugene, Oregon began deploying medical and mental health care workers rather than law enforcement to address calls

¹ Courts have routinely overturned ordinances banning panhandling, finding violations of the First Amendment. For example, the U.S. Court of Appeals for the Seventh Circuit in *Norton v. City of Springfield* invalidated Springfield, Illinois' panhandling ordinance as unconstitutional. Springfield's ordinance banned oral requests for immediate money. Recognizing that panhandling ordinances have repeatedly been overturned as unconstitutional by the courts, cities have pivoted to rewriting or amending their panhandling ban laws to include language around median safety. For example, in [Oklahoma City](#), the Council initially drafted a panhandling ordinance before amending the ordinance to address median safety as an attempt to circumvent constitutional concerns. Similarly, in [Madison, WI](#) the Board of Alderman repealed their panhandling ordinance to avoid constitutional concerns and later passed a median safety ordinance which was [marketed](#) by the city as a tool to address the unhoused population.



LOCALPROGRESS

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IMPACT LAB

involving people experiencing homelessness, they saved an average of \$8.5 million per year and saw positive results for public safety overall.

Criminalizing panhandling is not the answer to the housing crisis. Criminalization traumatizes people, traps them in a cycle of incarceration, and consequently makes it even more difficult to access housing. Solving homelessness will take action and investments in deeply affordable housing, permanently supportive housing and other housing first strategies from all levels of government. We urge the Council to reject this ordinance and instead consider policies that create real traffic safety.

Thank you,

Kat Kerwin
Legal Fellow
Local Progress



City of Blaine Staff Report

File Number: RES 24-173

Agenda Date	Status
September 16, 2024	
In Control	File Type
City Council	Resolution

Administration - Erik Thorvig, Community Development Director

Agenda Item # 11.4

Resolution Approving the 105th Avenue Master Development Agreement

Executive Summary

Background

In December 2022, the Blaine Economic Development Authority entered into a pre-development agreement with the 105th master developer, EB Blaine, LLC. The agreement identified three different pre-development phases and identified the need for a master development agreement to be entered into at some point in the future. The developer is anticipating beginning work on the overall project this fall, starting with infrastructure. Therefore, a master development agreement is necessary to be executed.

The master development agreement replaces the pre-development agreement. A master development agreement is intended to identify the roles and responsibilities of the city and developer and specific requirements related to the development, financing and property acquisition.

The document is broken down into different articles to address different components of the project.

Articles include:

1. Recitals, Exhibits, Definitions
2. Project Development
3. Project Investment
4. Acquisition and Conveyance of Authority Development Parcels
5. Closing
6. Lenders and Options to Cure
7. Insurance and Identification
8. Compliance Requirements

9. Transfer Limitations
10. Public Investment Conditions, Events of Default and Remedies
11. Representation and Warranties
12. Additional Provisions
13. Parent Guarantee

Eric Larson, counsel representing the City, along with Erin Mathern, counsel representing the developer, have exchanged various versions of the document with consultation from their respective clients.

The document is complex. However, this report will attempt to summarize certain aspects of the document that may be of importance to the city council.

Private Development/Infrastructure - The developer will be responsible for construction of all infrastructure within the development. The document also describes the project as consistent with the approved master plan. The developer will be responsible for completing all public infrastructure and conveying it to the city upon completion and inspection. This is typical with any private development that constructs public infrastructure. The document identifies the various private improvements to be completed by the developer. Certain financial guarantees will be required for public and private development consistent with typical city policies and ordinances.

Public Space - The developer will be responsible for constructing all public open space consistent with the approved development plan. Easements will be located on any public open space to ensure the ability for the public to access and utilize the space.

Project Investment - The document, as an exhibit, identifies the sources of funds, both public and private, for the project. This section memorializes the annual developer payment structure of \$300,000 to the City. This section identifies the use of tax abatement bond sales for the event stadium and public infrastructure, along with tax increment financing for infrastructure and other eligible uses.

Park Dedication - The development is anticipated to generate \$2.2MM in park dedication. The document identifies the City as providing \$1MM in park dedication when infrastructure work begins in 2024. The remaining \$1.2MM required to be paid by the developer will be repaid to the developer upon showing eligible open space improvements. The initial cash outlay by the City of \$1MM would be repaid by the developer as individual sites are platted, and park dedication fees are due.

Acquisition and Conveyance of City/EDA Property - A separate purchase agreement memorializes the sale of City/EDA owned land is included as an exhibit. The City and EDA will be required to act separately on the purchase agreement. Approving the master development agreement does not constitute approval of the sale of land.

As of Monday, September 9, 2024, the document is still being finalized by each party. Typically, when the City and/or EDA approve development agreements, there is an understanding by the elected body that certain final elements of the document may not have been completed and provide latitude for the legal counsel and staff to finalize the document after approval. This past practice would apply in this instance.

Strategic Plan Relationship

The 105th Redevelopment Area has been identified in the Strategic Plan.

Board/Commission Review

Not applicable.

Financial Impact

The master development agreement references certain financing components by the City/EDA that will occur under separate actions.

Public Outreach/Input

Not applicable.

Staff Recommendation

By motion, adopt the resolution.

Attachment List

1. Master Development Agreement



City of Blaine

Signature Copy

Resolution: RES 24-173

Resolution Approving the 105th Avenue Master Development Agreement

WHEREAS, the EDA and developer entered into a pre-development agreement on December 19, 2022; and

WHEREAS, the pre-development agreement identified certain roles and responsibilities of the City/EDA and developer during pre-development activity; and

WHEREAS, the developer desires to start certain private and public improvements in 2024; and

WHEREAS, a master development agreement is necessary to identify the roles and responsibilities of the City/EDA and developer as the project transitions into physical development; and

WHEREAS, a master development agreement has been prepared by both parties and is in substantially complete form.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine hereby approves entering into a master development agreement with EB Blaine, LLC; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Blaine hereby authorizes legal counsel and city staff to finalize the substantially completed agreement and provides discretion to said individuals to determine whether there are substantial enough changes that would need further approval by the City Council; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Blaine hereby authorizes the mayor and city manager to execute a final agreement.

PASSED by the City Council of the City of Blaine this 16th day of September, 2024.

MASTER DEVELOPMENT AGREEMENT

by and among

City of Blaine, Minnesota,

Economic Development Authority of the City of Blaine, Minnesota,

and

Blaine Town Center West LLC, a Minnesota limited liability company

_____, 2024

This document was drafted by:

Eric D. Larson
Eckberg Lammers, P.C.
1809 Northwestern Avenue S
Stillwater, Minnesota 55082

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LIST OF EXHIBITS

- Exhibit [] Development Property
- Exhibit [] Purchase Agreement
- Exhibit [] Development Plan – Project Site Plan
- Exhibit [] Form of Site Improvement Performance Agreement
- Exhibit [] Sources and Uses Budget
- Exhibit [] Base Public Infrastructure Illustration. **[Developer – It would be nice to be able to include an Illustration – Do you have one? If not, then this Exhibit reference may be removed].**
- Exhibit [] Open Space Declaration Form
- Exhibit [] Assignment and Assumption of Secondary Developer Obligations
- Exhibit [] Element Release
- Exhibit [] Promissory Note - \$300,000 Annual Payment from Developer Affiliate to City
- Exhibit [] Access Agreement
- Exhibit [] Collateral Assignment of Master Redevelopment Agreement
- Exhibit [] Memorandum of Agreement
- Exhibit [] Anticipated 105th Redevelopment Timeline

MASTER DEVELOPMENT AGREEMENT (105th Redevelopment)

THIS MASTER DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into effective August __, 2024 (the “Effective Date”), among the CITY OF BLAINE, MINNESOTA, a municipal corporation and home rule charter city (the “City”), the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF BLAINE, MINNESOTA, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the “Authority”), and Blaine Town Center West LLC, a Minnesota limited liability company, its successors / assigns (“Developer”).

RECITALS

WHEREAS, the Authority, the City and Developer have undertaken the following leading up to this Agreement:

1. **PRELIMINARY DEVELOPMENT AGREEMENT.** On December 19, 2022, the Blaine Economic Development Authority and Elevage Development Group, LLC entered into a Preliminary Development Agreement, as the same has been assigned by Elevage Development Group, LLC to the Developer (collectively the “Preliminary Development Agreement”), with respect to the Developer’s redevelopment of an area located at the northwest corner of 105th Avenue and Radisson Road NE in Blaine, Minnesota known as the “105th Redevelopment District,” in furtherance of the 105th Redevelopment project as envisioned in the Blaine Town Center Master Plan, dated May 27, 2022 (the “105th Redevelopment”). Under the terms of the Preliminary Development Agreement, the Authority and the Developer agreed to pursue a mixed-use development (the “Development”) on certain real property partially owned or to be owned by the Authority and partially owned by other entities, including the Minnesota Amateur Sports Commission (“MASC”), all as more particularly described on **Exhibit A** attached hereto (collectively, all of the real property included in the Development is known as the “Development Property”). The Preliminary Development Agreement provided that, once the development reaches the stage for securing financing, conveying real estate to the Developer for development, and the start of construction, the Preliminary Development Agreement would be replaced in its entirety by both a purchase agreement and a master development agreement. This Agreement is the master development agreement and contains the form of the purchase agreement as well as terms and conditions under which a purchase agreement will be entered into between the Developer and the EDA.

2. **MASC/NSC PROPERTY; SITE CONTROL AGREEMENT, GROUND LEASE, AND RECIPROCAL EASEMENT AND OPERATING AGREEMENT.** MASC owns approximately [41] acres of undeveloped real estate in the area of the 105th Redevelopment District (the “MASC Property”) for which MASC had no current development plans. MASC, however, had and continues to have soccer fields on its adjacent property that it sought to construct, reconstruct, and/or upgrade but for which it did not have funding to do so. MASC, the City, and the Developer successfully negotiated a series of agreements leading to City financing to create eight (8) turf soccer fields for MASC on its property and securing rights to certain portions of the Development Property owned by MASC for the Development. Blaine Resolution No. 24-87, dated April 15, 2024, authorized the Competitive Negotiated Sale of \$12,550,000 General Obligation

Tax Abatement Bonds, Series 2024A. to finance the acquisition, construction and installation of approximately ten turf fields. Blaine Resolution No. 24-81 approved an amendment to the original funding agreement, dated November 6, 2023, between the City and the National Sports Center respecting the expenditure of monies for the turf field construction. As for the remaining undeveloped MASC real estate, that certain Site Control Agreement by and among MASC, the Developer, and the City dated November 2, 2023, provides rights to approximately twenty (20) acres for redevelopment, of which, pursuant to MASC's governing statutes, no more than approximately sixteen (16) acres may be redeveloped under a ground lease by MASC to the Developer or affiliates (the "Ground Lease"). The remaining four (4) acres may be used by the City and the Developer pursuant to easements by MASC in favor of the City and subject to the terms of a reciprocal easement and operating agreement by and among MASC, the City and the Developer (the "MASC REOA"). MASC has agreed to enter into the Ground Lease and the MASC REOA within fifteen (15) days of receipt of a signed Notice of Lease Exercise and a Notice of MASC REOA. The Ground Lease and MASC REOA documents will provide the Developer and the City the rights to begin development and use of portions of the MASC Property for the Development. Therefore, the Developer and the City intend to deliver the Notices soon after execution of this Agreement.

3. **MASTER PLAN.** On July 15, 2024, via Resolution 24-122, the City approved the Developer's proposed Master Plan for the Development (the "Master Plan"). The Master Plan includes a mix of sports and entertainment uses, hotels, housing and office and commercial uses, parking, and new roadways and pedestrian connections to serve these new uses. The Master Plan also identifies public open spaces and an area to be known as "Celebration Square." The approval of the Master Plan included approval of a formal site plan as required by the 105th Avenue Redevelopment District Ordinance, a copy of which is attached to this Agreement as Exhibit [] (as the same may be amended, the "Development Plan"). The Development Plan includes an overall site layout of buildings, streets, landscaping and parking, and identifies anticipated uses for the Development. If and to the extent required by the 105th Avenue Redevelopment District Ordinance, the Developer must also obtain Conditional Use Permits (CUPs) for improvements on each platted lot identified in the Master Plan. The Development Plan is further divided into two districts: a district on the western portion of the Development Property consisting of the portion of the MASC Property governed by the Ground Lease and the MASC REOA (the "West District") and the eastern portion of the Development Property which has been or will be acquired by the Authority and conveyed to the Developer as contemplated in this Agreement (the "East District").

4. **ALTERNATIVE URBAN AREAWIDE REVIEW (AUAR).** On July 15, 2024, the City approved the Alternative Urban Areawide Review with respect to the Development (the "AUAR") prepared by the Developer and its consultants. The AUAR is a planning tool used to understand how the Development will affect the environment of the geographic area surrounding it before the Development occurs and what steps and actions should be undertaken based upon any identified environmental effects. Completion of the AUAR is a pre-requisite to the Developer and the City proceeding with formal approvals of the Development.

5. **PRELIMINARY PLAT.** On July 15, 2024, via Resolution No. 24-140, the City approved a preliminary plat for the portion of the Development to be located on the MASC Property.

6. **MASTER DEVELOPMENT AGREEMENT CONTROLS.** The Authority, the City and Developer now desire to enter into this Agreement as the definitive contract as contemplated by the Preliminary Development Agreement. Upon the Effective Date of this Agreement, the Authority and Developer, on behalf of itself and Developer's predecessor, hereby agree that the Preliminary Development Agreement shall be terminated and of no further force and/or effect and hereby further agree that no Termination Fee (as defined in the Preliminary Agreement) will be due and payable.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties to this Agreement, each of them does hereby covenant and agree with the others as follows:

Article 1

Recitals; Exhibits, Definitions

1.1 **Recitals.** The foregoing Recitals are incorporated into this Agreement by this reference, including the definitions set forth therein.

1.2 **Exhibits.** All Exhibits referred to in and attached to this Agreement upon execution are incorporated in and form a part of this Agreement as if fully set forth herein.

1.3 **Definitions.** Unless the context otherwise specifies or requires, the following terms have the following definitions. Certain other capitalized terms are defined elsewhere in this Agreement. All defined terms may be used in the singular or the plural, as the context requires.

"105th Redevelopment" means the redevelopment as envisioned by the Blaine Town Center Master Plan, dated May 27, 2022.

"105th Redevelopment District" refers to the area located at the northwest corner of 105th Avenue and Radisson Road NE in Blaine, Minnesota, as the same is governed by the 105th Avenue Redevelopment District Ordinance.

"105th Avenue Redevelopment District Ordinance" means the City of Blaine Code of Ordinances Section 30.90 – 105th Avenue Development District Ordinance, as the same may be amended from time to time.

"Approved Costs Increases" has the meaning set forth in Section 3.2.

"Approved Public Investment Sum" has the meaning set forth in Section 3.2.

"Assignment and Assumption of Secondary Developer Obligations" has the meaning set forth in Section 2.3(b).

"AUAR" has the meaning set forth in the Recitals.

"Authority" means the Economic Development Authority of the City of Blaine, Minnesota, a public body corporate and politic organized and existing under the laws of the State of Minnesota.

"Authority Acquisition Contingency" has the meaning set forth in Section 4.6.

“Authority Development Parcels” has the meaning in Section 4.1.

“Authorized Representative” means, with respect to the Authority, the [] of the Authority or his or her designee, and, with respect to the City, the [] or his or her designee.

“Available Tax Increment” means the Tax Increments received by the Authority less the amount of Tax Increments, if any, which the Authority must pay to the school district, the City, the County and the State pursuant to the TIF Act, including without limitation Minnesota Statutes, Sections 469.177, Subds. 9 and 11; 469.176, Subd. 4h; and 469.175, Subd. 1a, as the same may be amended from time to time.

“Base Public Infrastructure” has the meaning set forth in Section 2.2(c)(i).

“Business Day” means any day other than a Saturday, a Sunday or a day on which the commercial banks in the City are authorized or obligated by Legal Requirements or executive Order to be closed.

“City” means the City of Blaine, Minnesota, municipal corporation and a home rule charter city.

“City/Authority Closing Deliveries” has the meaning set forth in 5.1(b).

“TIF Bonds” has the meaning set forth in [].

“Closing” means [].

“County Assessor” has the meaning set forth in Section 3.5(b).

“Default” means an act or omission by the City, the Authority, or Developer which becomes an Event of Default under this Agreement if it is not cured following notice thereof from the other party pursuant to any applicable Cure Rights.

“Development” shall have the meaning set forth in the Recitals.

“Development Plan” means the initial site plan for the Project, as approved as part of the Mater Plan, showing the anticipated location of each of the components of the Public Infrastructure, the Public Open Spaces, and the anticipated Vertical Development in the form initially attached to this Agreement as Exhibit [] and as the same be revised from time to time in accordance with this Agreement.

“Developer” shall have the meaning set forth in the Recitals, subject to transfers and assignments as permitted under Section 10.2 and Section 10.3 of this Agreement. From and after the date Developer enters into a transfer to a Related Party of Developer in accordance with Section 10.2(i), Developer shall mean and refer to the East District Developer with respect to the obligations of the Project associated with the East District and to the West District Developer with respect to the obligations of the Project associated with the West District.

“Developer Annual Payment” shall have the meaning set forth in Section 3.3.

“Developer Annual Payment Term” shall have the meaning set forth in Section 3.3.

“Developer Closing Deliveries” has the meaning set forth in Section 5.1(a).

“Disbursing Account” has the meaning set forth in Section 3.8.

“Disbursing Agreement” means that certain escrow and disbursing agreement to be executed by and among the City, the Authority, Developer, Lender, and Disbursing Agent.

“East District” has the meaning set forth in the Recitals.

“East District Developer” shall mean and refer to the Related Party of Developer following a transfer of the obligations of the Project associated with the East District to such Related Party in accordance with Section 10.2(i).

“Effective Date” has the meaning set forth in the preamble to this Agreement.

“Element” means any individual item of improvement identified in the Development Plan.

“Element Release” has the meaning set forth in Section 2.4(b)(iii).

“Environmental Law” means any federal, state or local law, rule, regulation, ordinance, or other legal requirement relating to (i) a release or threatened release of any Hazardous Material, (b) pollution or protection of public health or the environment or (ii) the manufacture, handling, transport, use, treatment, storage, or disposal of any Hazardous Material.

“Event of Default” has the meaning set forth in Section 11.2.

“Event Stadium” has the meaning set forth in Section 2.3(a).

“Ground Lease” has the meaning set forth in the Recitals.

“Hazardous Material” means petroleum, asbestos-containing materials, and any substance, waste, pollutant, contaminant or material that is defined as hazardous or toxic in any Environmental Law.

“Infrastructure Plans” means those certain engineered drawings, plans, and specifications for the Public Infrastructure to be prepared by Developer and Developer’s consultants in accordance with Legal Requirements, this Agreement and as approved by the City and the Authority.

“Legal Control” with respect to any Person, means the power, unable to be lost, taken or overturned except for cause, to direct or to cause the direction of the management and policies of such Person through the direct or indirect holding of (i) equity interests in such Person, (ii) rights under a voting trust, (iii) the position of general or managing general partner of a partnership, (iv) the position of manager or managing member of a limited liability company or (v) other contractual rights conferring such power.

“Legal Requirements” means all laws, statutes, regulations, rules, codes, acts, charters, ordinances, resolutions, orders, permits, judgments, decrees, injunctions, directions, policies and requirements of all governmental authorities, foreseen and unforeseen, ordinary or extraordinary, then applicable to or required in connection with the Project or any part of the Project, including, without limitation, the TIF Plan, Master Plan, any approved master site plan for the Development Property, any approved site plan for any portion of the Development Property, the Americans With Disabilities Act (ADA), the AUAR and any Environmental Law.

“MASC” has the meaning set forth in the Recitals.

“MASC Property” has the meaning set forth in the Recitals.

“MASC REOA” has the meaning set forth in the Recitals.

“Master Plan” has the meaning set forth in the Recitals.

“Minimum Assessment Agreement” has the meaning set forth in Section 3.5(b).

“Off-Site Improvements” has the meaning set forth in Section 2.2(a)(iv).

“Open Space Declaration” has the meaning set forth in Section 2.3(b).

“Open Space Enhancements” has the meaning set forth in Section 2.2(d).

“Open Space Scope” has the meaning set forth in Section 2.2(d).

“Operator” has the meaning set forth in Section 2.3(b).

“O&M Standards” has the meaning set forth in Section 2.3(b).

“Parent” has the meaning set forth in Section ____.

“Park Dedication Fee Estimate” has the meaning set forth in Section 3.6.

“Permitted Transfer” has the meaning set forth in Section 10.2.

“Person” means a natural person, partnership, limited liability company, trust, estate, association, corporation, government, custodian, nominee, or any other individual or entity, in its own or any representative capacity.

“Plat” or “Plats” shall mean, separately and collectively, one or more final plats of all or portions of the Development as approved by the City.

“Preliminary Development Agreement” has the meaning set forth in the Recitals.

“Project” means, collectively, the Public Infrastructure, Public Open Spaces, and the Vertical Development.

“Public Infrastructure” means, collectively, the Public ROW, Site Utilities, Public Open Spaces, and Off-Site Improvements, each as more particularly described in Section 2.2.

“Public Infrastructure Guaranty” has the meaning set forth in Section 3.10.

“Public Investment” has the meaning set forth in Section 3.2.

“Public Investment Condition” has the meaning set forth in Section 11.1.

“Public Open Spaces” has the meaning set forth in Section 2.2(i).

“Public Open Spaces REOA” has the meaning set forth in Section 2.3(b).

“Public ROW” has the meaning set forth in Section 2.2(a)(i).

“Purchase Agreement” has the meaning set forth in Section 4.2.

“Qualified Costs” means all costs to be incurred by Developer for the design, engineering, development, construction, and installation of the Public Infrastructure in the amount set forth in the Sources and Uses Budget.

“Recording Office” means the Office of the County Recorder for Anoka County, Minnesota and/or Office of the Anoka County Registrar of Titles, as applicable to the Lot or Block being addressed.

“Redevelopment TIF District” has the meaning set forth in Section 3.5.

“Related Party” means, with respect to any Person, (i) any other Person controlling, controlled by or under common control with such person or entity; or (ii) any other Person in which the majority equity interest is owned by the parties that have a majority equity interest in such Person.

“Secondary Developer” means any Owner of a Lot (or the contract purchaser of such Lot from the current Owner) who undertakes the development and construction of an Element. For avoidance of any doubt, Developer, or any Related Party Developer, may be a Secondary Developer.

“Secondary Developer Obligations” has the meaning set forth in Section 2.4(b)(i).

“Site Improvement Performance Agreement” means the separate site improvement performance agreement to be entered into between Developer and the City on an even date with this Agreement containing the City’s engineering requirements and the process for the City’s review and approval of the Infrastructure Plans, which Site Improvement Performance Agreement shall be in substantially the form attached to this Agreement as **Exhibit []**.

“Site Utilities” has the meaning set forth in Section 2.2(a)(ii).

“Sources and Uses Budget” means the budget matrix attached to this Agreement as **Exhibit []** showing the sources and uses for all categories of Qualified Costs.

“State” means the state of Minnesota.

“Tax Increment” means the tax increments derived from the Redevelopment TIF District and the improvements therein which have been received and retained by the Authority in accordance with the provisions of the TIF Act, including without limitation Minnesota Statutes, Section 469.177.

“TIF” means tax increment financing pursuant to the TIF Act.

“TIF Act” has the meaning set forth in [_____].

“TIF Assistance” means reimbursement of TIF Qualified Costs through payments from the Authority to Developer of Available Tax Increment pursuant to the terms and conditions of the TIF Note and Legal Requirements.

“TIF Plan” has the meaning set forth in [_____].

“TIF Qualified Costs” has the meaning set forth in Section 3.5.

“Title Company” means All American Title.

“Transfer” means any sale, assignment, conveyance, lease, transfer, withdrawal, mortgage, pledge, hypothecation, exchange, or other disposition of all or any part of the subject of such Transfer.

“TIF Qualified Costs” means the Qualified Costs incurred and paid by Developer within the Five-Year Rule which are eligible for reimbursement from Tax Increment under the TIF Act.

“Unavoidable Delay” means delays, outside the control of the party claiming its occurrence, including, without limitation, delays which are the direct result of (i) unusually severe or prolonged bad weather, (ii) acts of God, fire or other casualty to all or parts of the Project, (iii) litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, (iv) regulatory acts of any federal, State or local governmental unit which directly result in delays, (v) strikes, other labor trouble, (vi) prolonged delays in delivery of materials for all or parts of the Project, or (vii) unforeseen, concealed subsurface conditions on the Development Property that differ materially from the reasonably anticipated conditions, but excluding the presence of non-constructible soils.

“Vertical Development” shall mean and refer to, either collectively or individually as the context may dictate, the vertical improvements to be constructed within each Lot of the Development Property in accordance with this Agreement and any applicable Legal Requirements.

“West District” has the meaning set forth in the Recitals.

“West District Developer” shall mean and refer to Developer as set forth in the Recitals following a transfer of the obligations of the Project associated with the East District to the East District Developer in accordance with Section 10.2(i).

Article 2

Project Development

2.1 Project Description. The Project includes the West District and the East District, consisting of those certain improvements identified on the Development Plan, as the same may be amended in accordance with this Agreement, including as of the date hereof one or more hotels, one or more apartment buildings; one or more office building; one or more restaurants; a fieldhouse or sports entertainment facility consisting of golf, baseball, and pickleball; the Event Stadium, which may include additional office and restaurant and/or food hall uses; and related parking associated with the foregoing.

2.2 Public Infrastructure. Subject to the terms and conditions of this Agreement, Developer shall design, engineer, develop, construct, and install the Public Infrastructure for the entire Project in accordance with this Agreement and Legal Requirements. All Public ROW, Site Utilities, and Off-Site Improvements must be designed, engineered, constructed, and installed in accordance with (A) the design standards and specifications described in the Site Improvement Performance Agreement, (B) any applicable permits required under applicable City ordinances, and (C) the Legal Requirements.

(a) Public Infrastructure Defined. The Public Infrastructure, collectively, consists of the following components, each of which is to be designed, engineered, constructed, and installed by Developer and, upon acceptance by the City, to be dedicated, transferred, and/or conveyed to the City and publicly-owned and maintained, in each case, as further provided in this Agreement:

(i) Public Rights of Way. The publicly dedicated or maintained rights-of-way on the Development Property whether by plat, by easement, or constructed on the MASC Property pursuant to the MASC REOA and any related agreements, including all improvements and infrastructure within such allocated rights-of-way, including roads, street striping and marking, traffic calming devices, curb and gutter, boulevards, sidewalks, trails, traffic signals and control systems, street lighting, traffic and street/trail signage, street furniture, and trees and landscaping (collectively, the “Public ROW”), each to the extent identified, depicted, and specified on the applicable Infrastructure Plans. Upon and as provided by and subject to the terms and conditions of the City’s acceptance of the Public ROW except as otherwise provided in this Agreement, the City shall be responsible, at its cost, for all maintenance and repairs to the Public ROW.

(ii) Site Utilities. Improvements and infrastructure that facilitate the distribution and collection of public utility services, including water facilities, fire hydrants, sanitary sewer facilities and stormwater facilities (including catchment, conveyance, treatment and storage facilities such as tanks and ponds) (collectively, the “Site Utilities” and each a “Site Utility”), each to the extent identified, depicted, and specified on the applicable Infrastructure Plans. The City shall be responsible, at its cost, for all maintenance and repairs to the Site Utilities located within Public ROW, public easements, or as expressly provided in the REOA. Furthermore, all other Site Utilities, to the extent that any Site Utilities are located on portions of the

Development Property owned by the Developer or subject to the Ground Lease, the Developer agrees to provide access, whether by easement or otherwise, to the City for purposes of such maintenance and repair.

(iii) Public Open Spaces. Those portions of the Development Property dedicated to for public use including the improvements and infrastructure within such dedicated property, the design of which will be finalized in accordance with Section 2.3 below.

(iv) Off-Site Improvements. Improvements to existing public right-of-way intersections and infrastructure adjoining or adjacent to the Development Property (collectively, the “Off-Site Improvements”).

(b) Public Dedication; Plat; Minor Changes. Those portions of the Development Property to be used for the Public Open Spaces or Public ROW have been dedicated to and/or defined in location and scope in, under, and upon the filing of the Plats in the Recording Office at Closing. The Lots, Blocks, and Outlots within the Plats may be further subdivided in accordance with Legal Requirements to accommodate the construction and development of the Project.

(c) Base Public Infrastructure; Subsequent Construction.

(i) Base Public Infrastructure. Notwithstanding any provision in this Agreement to the contrary, subject to Unavoidable Delays and Cure Rights and the Authority Acquisition Contingency, Developer anticipates achieving substantial completion of the Base Public Infrastructure (defined below) within the West District on or before [____, 20__] and within the East District on or before [____, 20__]. The “Base Public Infrastructure” means and consists of the following components of the Public Infrastructure to be completed in accordance with Infrastructure Plans and Legal Requirements, Construction Plans and document submitted to the City and approved by the City and City permits:

(A) Site mass grading, as required for the Public ROW.

(B) The following sections of the Public ROW (excluding sidewalks and boulevard landscaping, but including all lighting, signage, and other public safety requirements).

(C) All aboveground and underground stormwater treatment, retention and storage facilities, including catch basins and conveyance structures needed to support the sections of Public ROW (as and when such sections of the Public ROW are constructed).

(D) The Off-Site Improvements, as coordinated with Anoka County and the City.

(ii) Additional Public Infrastructure; Five-Year Rule. Other than the Base Public Infrastructure, the actual commencement and completion of the

remaining Public Infrastructure will be driven by market conditions and Developer will not be required to construct or install any additional components of the Public Infrastructure until such improvements are required for an Element or Public Open Space to obtain a building permit or a temporary certificate of occupancy, as applicable; provided, however, Developer shall substantially complete all Public Infrastructure and expend all TIF Qualified Costs no later than five (5) years from the date of the TIF District certification (“Five-Year Rule”).

(iii) Progress Plan. Notwithstanding the provisions of clause (ii) above, at least once per calendar year, but no later than December 1st of each calendar year, and continuing until Developer substantially completes all Public Infrastructure, Developer shall deliver to the City and the Authority a projection of the Public Infrastructure to be designed, engineered, installed, and constructed by Developer for such calendar year and the amounts, sources, and schedule of Public Investment anticipated to be required for such calendar year.

(iv) Changes to the Development Plan. The City and the Authority acknowledge and agree that Developer may modify the Development Plan from time to time as Developer deems reasonably necessary to accommodate the actual development of the Project, taking into account changing entitlement and financing timelines for a particular Element or Public Open Space, changing market conditions, the reasonable construction requirements of Secondary Developers, and such other factors affecting the actual development of the Project, provided such change does not require regulatory approval under applicable Legal Requirements. Developer shall deliver a current Development Plan to the City and the Authority at least once per calendar year, but no later than December 1st of each calendar year, and continuing until the Development Property has been fully redeveloped. Neither the City’s nor the Authority’s approval will be required for any such changes to the Development Plan so long as each of the following items are true with respect to the Development Plan as revised:

(A) the Development Plan and phasing of the Public Infrastructure continue to conform to the Legal Requirements;

(B) the Development Plan and phasing of the Public Infrastructure continue to conform to the requirements of this Agreement and the Site Improvement Performance Agreement;

(C) no component of the Public Infrastructure is materially adversely changed or affected; and

(D) no change will affect the ability of an Element or Public Open Space to obtain a building permit and a temporary certificate of occupancy, as applicable.

(d) Public Open Space; Budget. Each Public Open Space must be designed, engineered, constructed, and installed in accordance with the base scope of work for all

Public Open Spaces as described in the Development Plan. Developer shall not construct any Public Open Space (other than rough grading) until the City has approved the final design for such Public Open Space. Such approval shall be obtained by Developer from the City's Parks Department in accordance with the Site Improvement Performance Agreement.

(e) Documentation of Conveyance of Public Infrastructure. After the City's inspection and acceptance of any component of the Public Infrastructure in accordance with Legal Requirements and the Site Improvement Performance Agreement, Developer will execute and deliver to the City documentation of conveyance, in substantially the form and substance as set forth in an exhibit to the Site Improvement Performance Agreement, of such other form as is reasonably mutually acceptable to the City and the Developer, dedicating and conveying to the City all right, title, and interests in such improvement(s), to the extent located on portions of the Development Property owned by Developer, free and clear of any mortgage, pledge, hypothecation, encumbrance, lease, license, lien or others security interest except as otherwise agreed between the City and the Developer.

(f) Supplemental Public Easements. After the City's inspection and acceptance of any component of Public Infrastructure, upon the City's reasonable request, Developer shall grant such public easements without cost to the City over portions of the Development Property, to the extent located on portions of the Development Property owned by Developer, which may be reasonably necessary for purposes of the City performing ongoing construction, maintenance, operation, repair, or replacement of corresponding components of Public Infrastructure, provided that any such easements do not materially interfere with the reasonable use and enjoyment of the burdened portion of the Development Property.

(g) Limited Waiver of Certain Ordinance Permit Costs. Developer acknowledges that a permittee granted a permit to construct any public street, alley, curb, boulevard, sidewalk, sewer, or to otherwise improve any public grounds, is required to pay all City costs incurred in the administration, engineering and inspection of the permitted work, which if covered by TIF will be waived to maximize use of TIF for Public Infrastructure.

(h) Right-of-Way Permit Fees Prior to Acceptance of Applicable Public Infrastructure by the City. Prior to final inspection and acceptance of Public Infrastructure within a portion of Public ROW, the applicable portion of Public ROW will be deemed the construction site of Developer and subject to Developer's obligation to maintain and secure such Public ROW in a safe condition. Accordingly, the City will not charge Developer a fee which would otherwise be assessed for Developer's access, use, obstruction, and/or closure of the applicable portion of the Public ROW prior to the City's inspection and acceptance of the Public Infrastructure within such applicable portion of the Public ROW.

2.3 Private Improvements. Subject to the terms and conditions of this Agreement, Developer shall design, engineer, develop, construct, and install the Private Improvements for the entire Project in accordance with this Agreement and Legal Requirements.

(a) Event Stadium. An approximately [3,500] seat stadium to be owned and operated by affiliates of the Developer and to be constructed pursuant to the Ground Lease on a portion of the MASC Property (the “Event Stadium”). It is anticipated that the Event Stadium will be used for minor-league baseball and other public and private events and activities. Developer will work with the City regarding a few City events reasonably available per year for the City, with no rent or fees other than covering personnel and material costs. Developer in consult with the City will include permanent signage recognizing the City/EDA’s Event Stadium contribution.

(b) Field House. A sports entertainment venue to be owned and operated by affiliates of the Developer and to be constructed pursuant to the Ground Lease on a portion of the MASC Property.

Operation and Maintenance of Public Open Spaces, Public Open Space REOA. Each Element of Public Open Space will be operated and maintained by Developer or an affiliate of the Developer or, upon approval by the City, such approval shall not be unreasonably denied, conditioned, or delayed, a separate legal entity unaffiliated with the Developer (the “Operator”) pursuant to a Reciprocal Easement and Operating Agreement in which the owner(s) of the Development Property (or portions thereof) shall contribute proportionate shares of the expenses of operating and maintaining each component of Public Open Space, including the Public Open Spaces governed by the MASC REOA, with expenses under the MASC REOA to be considered costs of operating and maintaining such Public Open Spaces (the “Public Open Space REOA”). The Operator will be responsible for operating and maintaining each component of Public Open Space in accordance with minimum operation and maintenance standards (“O&M Standards”) for the Public Open Spaces to be developed by Developer in compliance with Legal Requirements and as approved by the City, such approval shall not be unreasonably denied, conditioned, or delayed, as the same will be set forth in the Public Open Space REOA.

Open Space Declaration. Following completion of any component of the Public Open Space, Developer or the Master Association, as applicable, shall execute a declaration (A) granting the general public access and use rights over the surface of such Open Space and (B) restricting future development on the Lot(s), or portion thereof, where the applicable component of Open Space is located in substantially the form attached to this Agreement as Exhibit [] (each an “Open Space Declaration”) and cause such Open Space Declaration to be in recorded in the Recorder’s Office.

Utility. The repair, maintenance, and replacement of all utilities, including those within the MASC Property, shall be the responsibility of the Developer and Developer’s successors-in-interest, except for those utilities located within a dedicated Right-of-Way or public easement, or unless provided otherwise in the REOA or other recorded agreement approved by the City.

(d) Other Private Improvements. Such other Private Improvements as may be proposed by the Developer with respect to changes in the Development Plan and approved by the City as may be required by Legal Requirements.

(e) Vertical Development. Each Vertical Development shall have a separate Site Improvement Performance Agreement entered into between the Developer and/or Secondary Developer(s).

2.4 Secondary Developers.

(a) Transfers to Secondary Developers.

(b) Obligations; Assignment and Assumption. The agreements, covenants, conditions, obligations, and requirements under this Agreement set forth in the following provisions shall be applicable to each Secondary Developer with respect to any Lots(s) of which such Secondary Developer is an Owner.

(i) Specific Secondary Developer Obligations. With respect to any Lot transferred or to be transferred to any Secondary Developer, such Secondary Developer shall agree to construct Element(s) on such Lot consistent with the Development Plan and all Legal Requirements (collectively, “Secondary Developer Obligations”).

(ii) Secondary Developer Assumption. As of the closing of any transfer of a Lot by Developer to a Secondary Developer, and any subsequent transfer of a Lot from a Secondary Developer to a successor Secondary Developer, occurring prior to the issuance of an Element Release with respect to such Lot, Developer or the current Secondary Developer, as applicable, and its transferee Secondary Developer shall execute an assignment and assumption of Secondary Developer Obligations with respect to such Lot in substantially the form attached as **Exhibit []** (each an “Assignment and Assumption of Secondary Developer Obligations”), and each transferor shall deliver a fully-executed duplicate original of such Assignment and Assumption of Secondary Developer Obligations to the City and the Authority. No Owner transferor will be released of its respective Secondary Developer Obligations under this Agreement until execution and delivery of the applicable Assignment and Assumption of Secondary Developer Obligations to the City and the Authority. Each Assignment and Assumption of Secondary Developer Obligations must include a notice address for the applicable Secondary Developer for the City and the Authority to provide the transferee notice of any default of its Secondary Developer Obligations. Any Assignment and Assumption of Secondary Developer Obligations may be recorded in the Recording Office.

(iii) Release of Completed Elements. After a certificate of occupancy or other applicable acceptance of such Element has been issued by the City for an Element, the Secondary Developer may request, and the City shall promptly deliver to such Secondary Developer, a release of the assumed obligations of such Secondary Developer executed by the City and the Authority in substantially the

form attached to this Agreement as Exhibit [] and otherwise in a form required by the Recording Office for recording against the Lot(s) on which Element is located (each an “Element Release”). When the City and Authority issue an Element Release with respect to an Element, such Secondary Developer may record such Element Release in the Recording Office, and upon such recording such Element Release shall be deemed to conclusively and permanently release the Lot(s) on which Element is located from the assumed obligations of such Secondary Developer, but such Element Release shall not terminate Developer’s continuing rights and obligations under this Agreement.

Article 3 Project Investment

3.1 Sources and Uses. The Project is intended to be funded from the following sources pursuant to Exhibit [].

3.2 Project Investment, Private and Public; Approved Public Investment Sum. Subject to the terms and conditions of this Agreement, the City will provide certain public investments to finance Qualified Costs (the “Public Investment”) in an aggregate amount not to exceed the amount allocated in the Sources and Uses Budget for the Public Infrastructure (“Approved Public Investment Sum”). For the West District project, Developer financing will be the first source of funds before City TIF and Event Stadium Abatement funds are used.

Any Public Infrastructure costs, any Event Stadium costs, and any other Project costs in excess of the Approved Public Investment Sum, and without regard to the cause of such excess costs, shall be the sole responsibility of Developer unless such cost increase is due to a City or Authority requested change approved by the City and the Authority in writing, both as to the approved change and identifying the excess costs that will be covered by the City or Authority, and effectuated through the Change Order Process described in Site Improvement Performance Agreement (“Approved Costs Increases”). Any such Approved Costs Increases shall be the sole responsibility of the City or the Authority, as applicable, and payable in accordance with the terms of a written Change Order (as defined in the Site Improvement Performance Agreement) and the Disbursing Agreement. For the avoidance of doubt, except for Approved Costs Increases, any other excess costs incurred by Developer, including excess costs due to increases in labor or material costs, casualty, design errors, repair or replacement of faulty work or any Unavoidable Delay shall not entitle Developer to seek an increase in the amount of the Approved Public Investment Sum, and Developer hereby waives the right or ability to make any such claims against the City and Authority.

The City, the Authority, and Developer anticipate that the sources and corresponding amounts of the Public Investment will be as set forth below; provided, however, that the City and the Authority may satisfy the Public Investment Condition by otherwise providing sufficient equivalent replacement or alternative funds from sources other than the specific sources specified in in this Section but subject in all respects to the same terms and conditions set forth herein (including without limitation minimum amounts, funding timelines and draw request and disbursement procedures).

3.3 Developer Annual Payment. On the date of date of issuance of the General Obligation Abatement Bonds or other bonding or financing paying off in full the Taxable General Obligation Temporary Abatement Bonds, Series 2024E), Developer shall annually pay to the City the amount of \$300,000 per year for fifteen (15) years (the “Developer Annual Payment”). The Developer Annual Payment to the City shall decrease in proportion and immediately on the date of the amount of payment owed to MASC on the 16th year from the Effective Date.

On the Developer Annual Payment effective date, the first Developer Annual Payment to the City shall be in an amount equal to the product of \$300,000 times the fraction the numerator of which is the number of days from such date to January 1st of the next calendar year and the denominator of which is 365 (i.e. the number of days in a calendar year). Thereafter, from and after January 1st of the next calendar year, such Developer Annual Payments shall be due and payable January 1st of each calendar year in the amount of \$300,000. The Ground Lease requires a \$200,000 payment to MASC at the end of the 15th year, which Developer shall pay in addition to the \$300,000 annual payment to the City until the City has received 15 annual payment each in the amount of \$300,000 each year, after which the additional \$200,000 payment obligation ceases and the annual payment amount returns to \$300,000 per year.

Developer shall execute and deliver to the City/Authority a Promissory Note as identified in **Exhibit []**.

The Developer Annual Payment shall cease and terminate on the date that payment per the terms of the Ground Lease terminate, unless the Ground Lease terminates prior to the end of the term, including renewals, due to a breach or Event of Default or for whatever cause or reason, Developer annual payment obligation to the City throughout the Initial Term of the Ground Lease, plus renewal terms, remains in full force and effect.

3.4 Tax Increment Financing and Tax Abatement.

On September 16, 2024, the City approved the following three parameters resolutions:

1. A Resolution Authorizing the Sale of Taxable General Obligation Temporary Tax Increment Bonds, Series 2024c, Subject to Certain Parameters; Fixing their Form and Specifications; Directing their Execution and Delivery; and Providing for their Payment.
2. A Resolution Authorizing the Sale of Taxable General Obligation Temporary Abatement Bonds, Series 2024d, Subject to Certain Parameters; Fixing their Form and Specifications; Directing their Execution and Delivery; and Providing for their Payment.
3. A Resolution Authorizing The Sale of Taxable General Obligation Temporary Abatement Bonds, Series 2024e, Subject to Certain Parameters; Fixing Their Form and Specifications; Directing their Execution and Delivery; and Providing for their Payment.

The above-identified resolutions are incorporated herein by reference.

3.6 Park Dedication. It is estimated that, pursuant to Legal Requirements, the Developer (or any Second Developer, if applicable) would be responsible for payment of approximately [Two Million Two Hundred Thousand Dollars (\$2,200,000.00)] in park dedication fees to the City with respect to the Development (the “Park Dedication Fee Estimate”). The entire Development provides tremendous Public Open Spaces and a public-oriented entertainment and gathering space. To facilitate the Development, the City will provide to the Developer an amount equal to the Park Dedication Fee Estimate for the creation of amenities and enhancements in the Public Open Space and for which TIF financing and other financing is not available. One Million Dollars (\$1,000,000.00) of such Park Dedication Fee Estimate will be advanced from the City to Developer upon commencement of Developer’s work on the Development as provided in this Agreement. The remaining [One Million Two Hundred Thousand Dollars (\$1,200,000.00)] of such Park Dedication Fee Estimate shall either be repaid to Developer as the Developer or Secondary Developer pays the required park dedication fees or, at Developer’s option, Developer may elect to waive applicable park dedication fees in lieu of a reimbursement.

3.7 Other Grant and Funding Opportunities. The City and Developer will cooperate on identifying and in efforts to obtain available additional federal, state, county, or other non-City public grant funding or public funding opportunities to undertake the Project and/or any private improvements forming a part of the Project. For instance, the City intends to seek a Minnesota Department of Employment and Economic Development (DEED) grant to fund the City’s needed demolition work.

3.8 Disbursing Agreement. All Public Investment funds shall be deposited by the City or the Authority, as applicable, in an account held at the Disbursing Agent (the “Disbursing Account”) and disbursed in accordance with and subject to the Disbursing Agreement. The Disbursing Agreement shall provide for monthly draws of Public Investment funds by the Developer pursuant to a draw schedule reasonably acceptable to the City, the Authority and the Developer. The Developer shall be responsible to pay for the services of the Disbursing Agent pursuant to the terms of the Disbursing Agreement..

3.9 Cost Savings. Cost savings from Public Infrastructure (excluding TIF non-qualified Costs, generally related to Open Spaces) will accrue to reduce, on a pro rata basis, the applicable category within the categories of “Streets”, “Site Utilities”, and “Storm Utilities” or the line item obligation within any other category from the Source and Uses Budget and require a corresponding proportional reduction in the relevant funding source(s). Any subsequent line item transfer at the discretion of the City or the Authority will require that the transferred amount continue to meet requirements for use of funds under the TIF Act, other terms of the applicable source of Public Investment, and Legal Requirements, as applicable.

3.10 Parent Guaranty for Public Infrastructure. In consideration of the premises, obligations, and undertakings of the City and the Authority set forth in this Agreement, Parent (as defined below) agrees to take all action necessary to cause Developer to perform all of its agreements, covenants, and obligations under this Agreement and applicable Site Improvement Performance Agreement with regard to Developer’s obligations for the design, construction and installation of the Public Infrastructure (the “Public Infrastructure Guaranty”). Parent unconditionally guarantees to the City and the Authority the full and complete performance by

Developer of its agreements, covenants, and obligations under this Agreement and the Site Improvement Performance Agreement for the design, construction and installation of the Public Infrastructure to the extent the City and the Authority make available to Developer the Public Investment funds in accordance with this Agreement to fund the cost of the Public Infrastructure. Parent shall be liable for any breach or default of any representation, warranty, agreement, covenant, or obligation of Developer under this Agreement or the Site Improvement Performance Agreement regarding the Public Infrastructure. Upon the occurrence of both (i) the City's acceptance of a specific portion or Element of the Public Infrastructure in accordance with this Agreement and (ii) expiration of all warranties and claims periods for the design, construction and installation of such accepted portion or Element of the Public Infrastructure, Parent's obligations under the Public Infrastructure Guaranty with respect to such accepted portion or Element of the Public Infrastructure shall automatically be terminated, released, and discharged.

Article 4

Acquisition and Conveyance of Authority Development Parcels

4.1 Developer's Purchase and TIF Financing. The Developer agrees to purchase from the City and/or the Authority and the City and the Authority agree to sell to the Development Property (hereinafter "Development Parcels") upon the terms and conditions contained in this Article 4 and the Purchase Agreement.

4.2 Execution of Purchase and Sale Agreement. The City, the Authority and the Developer have entered into that certain purchase and sale agreement, in the form attached hereto as **Exhibit []** (the "Purchase Agreement") for the purchase and sale of the Authority Development Parcels.

4.3 Allocation of Sale Proceeds. The City, the Authority and the Developer agree that the Total Purchase Price shall be allocated as set forth in the Purchase Agreement.

Article 5

Closing

5.1 Master Development Agreement Closing. The parties anticipate closing on this Master Development Agreement no later than thirty (30) days after approval of the Agreement by the Blaine City Council.

(a) Developer Closing Deliveries. At Closing, Developer shall execute and/or deliver, or cause to be executed and/or delivered, the following items as provided below (collectively, the "Developer Closing Deliveries"):

(i) Exhibits. Exhibit document identified to be executed no later than the closing date of the Master Development Agreement.

(ii) Ground Lease and MASC REOA. Developer and City will have exercised the Notice of Ground Lease Exercise and Notice of REOA Exercise.

(iii) Authority Reimbursement. Reimbursement for Authority expenditures paid by Authority pursuant to 7(a)(iii) and Section 7(b)(iv) of the

Preliminary Development Agreement, which provisions are incorporated herein by reference.

(iv) Insurance. Proof of insurance required by this Agreement.

(v) Developer Affidavit. An affidavit from Developer indicating on the date of Closing that there are no outstanding, unsatisfied judgments, tax liens, or bankruptcies against or involving Developer; that there has been no skill, labor, or material furnished to the Development Property for which payment has not been made or for which mechanic's liens could be filed, if required the Title Company.

(vi) Financing Documents/Security. Any financing documents and securities required for the financing due on or before the Closing Date identified by the Agreement.

(vii) Organizational Documents. A copy of the Articles of Organization of Developer and a certificate of good standing or equivalent from Developer's state of formation and the Minnesota Secretary of State dated no earlier than 30 days prior to the date of Closing.

(viii) Other Documents. Such other documents as shall be required to consummate the Closing contemplated hereby, which are consistent with this Agreement.

(b) City/Authority Closing and Post-Closing Deliveries. At Closing, the City and/or the Authority (as applicable) shall execute and/or deliver the following items as provided below (collectively, the "City/Authority Closing Deliveries"):

(i) Exhibit document identified to be executed no later than the closing date of the Master Development Agreement.

(ii) Developer and City will have exercised the Notice of Ground Lease Exercise and Notice of REOA Exercise.

(iii) Other Documents. Such other documents as shall be required to consummate the Closing contemplated hereby, which are consistent with this Agreement.

5.2 Closing Conditions. The obligations of the Parties to proceed to Closing under this Agreement are conditioned upon the delivery of each of the above-identified Closing Deliveries at Closing, and there is no uncured Default or Event of Default by each of the Parties under this Agreement.

5.3 Closing Costs. Developer shall pay all Closing, such as filing and recording fees, and any costs of the Title Company.

Article 6
Lender(s) and Option to Cure

6.1 Copy of Notice of Default to Lender. If the City or the Authority delivers any notice or demand to Developer with respect to any Default or Event of Default, the City and the Authority will also deliver a copy of such notice or demand to the Lender(s) at address of such Lender.

6.2 Lender's Option to Cure Events of Default. Upon the occurrence of an Event of Default, Lender will have the right at its option (but not the obligation), to cure or remedy such Event of Default within 90 days after the expiration of Developer's cure periods set forth herein. If Lender acquires title to all or a portion of the Development Property through the foreclosure of a mortgage or deed in lieu of foreclosure on such portion of the Development Property remains subject to each of the restrictions set forth in this Agreement and remains subject to all of the obligations of Developer under the terms of this Agreement, but the purchaser at a foreclosure sale or grantee under a deed in lieu of foreclosure shall have no personal liability for a breach of such obligations under this Agreement so long as:

(a) the party acquiring title through foreclosure or deed in lieu of foreclosure observes all of the restrictions set forth in the Agreement; and

(b) the party who acquired title through foreclosure or deed in lieu of foreclosure does not undertake or permit any other party to undertake any Project improvements on the portion of the Development Property it owns.

The purpose of this section is to permit Lender following a foreclosure or a deed in lieu of foreclosure to hold title to all or a portion of the Development Property it acquires through foreclosure or deed in lieu of foreclosure, without personal liability, until it can sell or otherwise transfer all of such portion of the Development Property to a third party who will assume the obligations of Developer under the terms of this Agreement and proceed with the development of the Development Property pursuant to the terms of this Agreement.

Article 7
Insurance and Indemnification

7.1 Insurance.

(a) Developer shall, at its sole cost and expense, obtain and continuously maintain the minimum insurance coverage set forth below with respect to its operations and completed operations and/or the respective portion of the Project or Development Property owned by, or within the control of, Developer, as applicable, for so long as (i) it is an Owner of any portion of the Development Property subject to this Agreement, (ii) any portion of the Development Property is within the control of Developer, (iii) any Public Infrastructure has not been inspected and accepted by the City, or (iv) any building permit, site plan, or other governmental approval obtained by Developer has not been finally closed. From time to time, at the reasonable request of the City, Developer shall furnish proof to the City that such insurance is in effect.

(i) Builder's Risk. By no later than commencement of work on any Public Infrastructure or Public Open Spaces, Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to 100% of the insurable value of the applicable Public Infrastructure or Public Open Space to be insured measured as of the date of completion of such improvement, and with coverage available in nonreporting form on the so-called "all risk" form of policy.

(ii) Comprehensive General Liability. Comprehensive general liability insurance with limits against bodily injury (including death) and property damage of not less than \$2,000,000 per occurrence. The following provisions shall apply to the general liability policy, as well as any umbrella policy maintained by Developer to comply with the insurance requirements of this Article:

(A) the coverage must include Commercial Form; Premises/Operations; Contingent Liability; Underground, Explosions, and Collapse Hazard (if excavation, blasting, tunneling, demolition or rebuilding of any structural support of a building is involved or explosion hazard exists); Products/Completed Operations; Contractual Liability Insurance; Operations of Subcontractors/Independent Contractors (if any part of the work is to be subcontracted); Broad Form Property Damage; Personal Injury; and Cross-Liability Coverage .

(B) defense costs shall be payable in addition to policy limits;

(C) there shall be no cross-liability exclusion which precludes coverage for claims or suits by one insured against another;

(D) coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability; and

(E) notwithstanding anything to the contrary in this Agreement, Developer shall maintain products/completed operations coverage with a combined single limit of not less than \$____,000,000 per occurrence for a period of at least 36 months following final inspection and acceptance by the City or the Authority of any work or Project component completed for, or dedicated or conveyed to, respectively, the City or the Authority.

(iii) Auto Liability. Commercial automobile liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 per accident. Commercial automobile liability insurance must provide coverage for owned, non-owned, and hired vehicles and trailers.

(iv) Workers Compensation. Workers compensation insurance in compliance with Legal Requirements.

(v) Contractors Pollution Liability. Pollution liability insurance protecting against the sudden or accidental release of any material that may be

considered a Hazardous Material at or around the Development Property as a result of the work performed by Developer or its contractors and subcontractors of any tier with coverage limits of not less than \$2,000,000 per occurrence.

(vi) Pollution Legal Liability. If Developer, its contractors, or subcontractors of any tier transport any Hazardous Material or other regulated substances, Developer shall maintain pollution legal liability insurance with coverage limits of not less than \$2,000,000 per occurrence.

(vii) Professional Liability. Professional liability insurance, including acts, errors and omissions arising out of the rendering of, or failure to render, professional services related to this Agreement with coverage limits of not less than \$3,000,000 per occurrence.

(viii) Flood. If Developer either elects or is required to obtain Flood Insurance by a lender or any third-party, then MASC, City, and the Authority shall be named as an additional insured on such insurance.

(ix) Ground Lease and REOA. Insurance required by the Ground Lease and REOA.

(b) All insurance policies required to be procured and maintained under this Article shall be written on an occurrence basis unless otherwise approved in writing by the City and the Authority and shall remain in effect until two-years after the last and final acceptance by the City of all public infrastructure.

(c) In lieu of separate policies, Developer may maintain a single policy, blanket or umbrella policies, or a combination thereof having the coverage required by this Article, in which event Developer will deposit with the City and the Authority a certificate or certificates of the respective insurers as to the amount of coverage in force. Any excess or umbrella policies used to meet the minimum limits required under this Article shall be at least as broad as the underlying coverage and shall otherwise follow form.

(d) All insurance required in this Article shall be obtained and continuously maintained during the periods of time required in this Article in responsible insurance companies selected by Developer which are authorized under the laws of the State to assume the risks covered by such policies, provided, however, that such insurers shall have a minimum A.M. Best rating of "A-" or better.

(e) Developer shall, or shall cause, each insurer to agree to give Developer, the City, and the Authority 30 days' prior written notice of cancellation or expiration of coverage, or of any other changes that would materially reduce the limits or coverage, of any policy of insurance issued by such insurer. Not less than 15 days prior to the cancellation or expiration of any policy of insurance, Developer must provide the City and the Authority evidence satisfactory to each that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, or that there is no longer a requirement for such policy under the terms of this Agreement.

(f) With the exception of worker's compensation / employer's liability and professional liability insurance, all insurance policies required under this Article (including coverage for both ongoing and completed operations) shall name the City, the Authority, and the City Indemnified Parties each as an additional insured or loss payees, as applicable.

(g) All insurance policies required to be procured and maintained by Developer under this Article shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the City, the Authority, or the City Indemnified Parties may maintain, including any self-insurance or self-insured retention they may have. Any other insurance the City, the Authority, or the City Indemnified Parties may maintain shall be considered excess insurance only and shall not be called upon to contribute with Developer's insurance.

(h) Developer hereby waives all rights of subrogation against the City, the Authority, and the City Indemnified Parties. Each policy of insurance required of Developer herein shall include a written waiver of subrogation in favor of the City, the Authority, and the City Indemnified Parties.

(i) Notwithstanding anything herein to the contrary, Developer's failure to secure the insurance coverage set forth in this Article, failure to comply with the insurance provisions of this Article, or failure to secure such endorsements on the policies as may be necessary to carry out the terms and provisions of this Agreement, shall in no way relieve Developer from the obligations of this Agreement, and shall constitute a Default.

(j) The minimum insurance requirements of this Article, or any subsequent approval of Developer's insurance by the City or the Authority, shall not relieve or decrease the liability of Developer under this Agreement, including the defense and indemnification obligations of Developer set forth in this Agreement.

7.2 Release and Indemnification Covenants by Developer. Developer hereby releases the City, the Authority, and their respective body members, officials, officers, servants and employees, agents, contractors, consultants, and legal counsel (collectively, the "City Indemnified Parties") from, and covenants and agrees that the City, the Authority and the City Indemnified Parties shall not be liable for, and agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the City, the Authority and the City Indemnified Parties from and against, any and all damage to property or injury to or death of any person, loss, cost, fines, charges, damage and expenses, including reasonable attorney's fees, due to claims or demands of any kind whatsoever occurring at, about or in connection with any portion of the Property or any improvements constructed thereon by Developer or any acts or omissions of Developer (including its contractors, subcontractors of any tier, and any party for which the foregoing are responsible) in connection with this Agreement; except (x) to the extent such loss or damage is caused by the willful misrepresentation, negligence, or intentional misconduct of the City, the Authority or another City Indemnified Party; or (y) when and to the extent the City, the Authority or another City Indemnified Party has inspected and accepted and/or is responsible for a specific portion of the Public Infrastructure or other Project improvement.

Article 8
Compliance Requirements

8.1 **Developer obligations.**

(a) **Construction Bonds.** Notwithstanding Minn. Stat. § 462.358, Developer will, or shall cause its general contractor(s) to, at its sole cost procure and maintain the following until final completion and acceptance by the City of the Public Infrastructure:

(b) **Performance Bond.** A performance bond in the sum of the total, aggregate cost of the Public Infrastructure work for the use and benefit of the City and the Authority as dual obligees to complete the Public Infrastructure work and to save the City and the Authority harmless from all costs and charges that may accrue on account of completing the Public Infrastructure; and

(c) **Payment Bond.** A payment bond in the sum of the total, aggregate cost of the Public Infrastructure work for the use and benefit of all persons furnishing labor or materials in connection with the Public Infrastructure work, conditioned for the payment, as they become due, of all just claims for such labor and materials.

(d) **Liens.** Developer shall not permit any mechanic's lien to be filed against public property arising out of any work or materials performed or provided by or on behalf of Developer. If any such lien is filed, Developer shall, within 30 days after notice of such filing, cause such lien to be released of record or shall deliver to the City and the Authority a bond or other security for such lien reasonably satisfactory to the City and the Authority.

(e) **Business Subsidy Agreement.** Minnesota [Statute Sections 116J.993 - .995 state that a business receiving state or local government assistance, unless it is determined that an exception applies, must have a defined public purpose and recipients must set goals for job creation, wages and benefits to be achieved within two years of receiving the assistance. Businesses not meeting these conditions must repay the assistance at the terms described in a business subsidy agreement to be executed by the business and the government agency administering the assistance. Assistance includes a grant or loan of \$150,000 or more or tax increment financing. A report is due to the City annually on the anniversary date of the loan or grant agreement, or as may otherwise be needed by the City in order to comply with statutory requirements. Unless bonding financing, grant funding, or other funding sources require otherwise, the City, the Authority, and Developer have determined that a business subsidy agreement within the meaning of the Minnesota Business Subsidy Act, Minnesota Statutes, Sections 116J.993 through 116J.995 is not required in accordance with the exception contained in the Minnesota Business Subsidy Act, Minnesota Statutes, Section 116J.993, subd. 3(17) because the Anoka County 2024 estimated market value of the Development Property is \$_____ and Developer's investment in the purchase of the Development Property is in excess of 70% of that amount.

(f) **Signage - Credit, Acknowledgments and Notices, Publicity.** If construction signage is used for the Project, Developer shall, prior to the commencement of

construction, at its own expense, erect a sign of reasonable size in a prominent position on the Property indicating to the general public the name of the Project and acknowledging the participation of the City and the Authority. The design of any signage shall comply with City code and the sign specifications and the requirements that can be obtained from the City and Authority. Developer shall also give reasonable notice to the City and Authority of groundbreaking, opening ceremonies and like events so the City and Authority may obtain publicity of and participation in such events. Developer agrees to assist and cooperate in and with such publicity and participation, including authorizing the City's and the Authority's use of Developer's brands, logos and trade dress as reasonably necessary to identify the Project and Developer. Developer further agrees that the City and Authority shall also have the right to issue press releases concerning the Project.

(g) Other. Developer shall comply with any compliance and reporting obligations imposed by grant agreements or other funding agreements obtained to fund this Project.

8.2 Developer Payment of City and Authority Fees and Expenses. Developer will pay to the City or the Authority all reasonable out of pocket fees and expenses of the City and the Authority incurred in connection with the preparation of this Agreement and Exhibits, including the reasonable fees and expenses of the City's and Authority's legal counsel, Eckberg Lammers, P.C. and public finance counsel retained by the City.

8.3 Books and Records. Developer will establish and maintain accurate and complete books, accounts, and records pertaining to the design, engineering, development, and construction of the Public Infrastructure and Public Open Spaces in a manner that is consistent with normally accepted accounting practices and is supported by source documentation. Developer shall retain all such books, accounts, and records (specifically including proof of insurance and proof of payment of insurance premiums) for a period of six years from the date of this Agreement or six years from the date that the Project is completed, whichever is later. The City and the Authority and their representatives, will have the right, but not the obligation, at all reasonable times to inspect, examine and copy all books and records of Developer relating to the Public Infrastructure and Public Open Spaces and to inspect all work done, labor performed, and material furnished with respect to the Public Infrastructure and Public Open Spaces. Nothing in this section shall limit the obligations of Developer or and Secondary Developer with respect to the preparation, maintenance and furnishing of any records required under the obligations set forth in this Agreement.

8.4 Maintenance and Operation. Developer will at all times during the term of this Agreement, maintain and operate the portions of the Development Property for which Developer is responsible pursuant to this Agreement, pursuant to any site plan approval or permit, or otherwise as an Owner of a Lot, in a safe and secure way and in compliance with this Agreement and all applicable Legal Requirements. Developer shall pay all of the reasonable and necessary expenses of the operation and maintenance of the portions of the Development Property for which Developer is so responsible, including all premiums for insurance insuring against loss or damage thereto and insurance as required pursuant to this Agreement.

8.5 Casualty. In the case of any damage to or destruction of any Project improvements or any portion thereof which Developer is responsible for (specifically excluding Public Infrastructure which has been accepted by the City), in any case resulting from fire or other casualty, Developer shall promptly repair, reconstruct and restore those portions of the Project improvements which it owns to substantially the same or an improved condition or value as existed before the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer shall apply the net proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof, unless Developer is prohibited from doing so under the terms of any loan financing of the Project. Developer's obligations under this section shall terminate upon the substantial completion of all the Public Infrastructure and the Public Open Spaces.

8.6 Condemnation. If title to and/or possession of the Development Property owned by Developer or any material part thereof, is threatened with a taking through the exercise of the power of eminent domain, Developer shall notify the City and the Authority of the threatened taking with reasonable promptness. Developer shall cooperate with the City and the Authority if the City or the Authority elects to assert any interests either may have in the Development Property, or in any portion thereof, in any condemnation action undertaken against the Development Property.

Article 9

Transfer Limitations

9.1 Representation as to Development. Developer represents to the City and the Authority that its purchase of the Authority Development Parcels, and its other undertakings under this Agreement, are for the purpose of developing the Project, including selling Lots to Secondary Developers for the construction of the private Vertical Development. Developer acknowledges that, in view of the importance of the development of the Development Property to the City and the Authority, and the substantial financing and other public aids that have been made available by the City and the Authority for the purpose of making such development possible, the qualifications and identity of Developer are of particular concern to the City and the Authority. Developer further acknowledges that the City and the Authority are willing to enter into this Agreement with Developer because of the qualifications and identity of Developer.

9.2 Limitations on Transfer; Permitted Transfers. Developer will not Transfer any of Developer's right, title, and interest in and to the Development Property, or this Agreement without the express written approval of the City and the Authority, provided the City and Authority hereby consent to any of the following Transfers (each a "Permitted Transfer"):

- (a) Transfers of Lots to Secondary Developers in accordance with this Agreement.
- (b) Transfer of Secondary Developer Obligations to Secondary Developers.
- (c) The granting of a mortgage on all or part of the Development Property to the Lender (the "Mortgage").
- (d) A Transfer to a Lender pursuant to this Agreement.

(e) A Transfer to the Lender or a subsequent purchaser as a result of a foreclosure of the Mortgage or a deed in lieu of foreclosure

(f) Leases to commercial tenants of any Element in the ordinary course of business.

(g) Admissions and/or removals of members or transfers of membership or partnership interests in Developer in accordance with its applicable organizational documents which does not result in a change in Legal Control of Developer.

(h) Transfers of the Agreement to a Related Party, provided Developer satisfies the following conditions:

(i) Developer provides the City and the Authority advanced notice of such Transfer.

(ii) Developer provides the City and the Authority an executed agreement pursuant to which Developer assigns, and such Related Party assumes, all rights and obligations of Developer under this Agreement.

(i) Notwithstanding anything to the contrary in this Agreement, Developer may transfer its interest in this Agreement with respect to the obligations of the Project associated with the East District to a Related Party, provided that Developer satisfies the following conditions:

(i) Developer provides the City and the Authority advanced notice of such Transfer.

(ii) Developer provides the City and the Authority a copy of an executed agreement pursuant to which Developer assigns, and such Related Party assumes, all rights and obligations of Developer under this Agreement with respect to the East District.

(iii) Developer remains obligated and subject to the Agreement.

9.3 Conditions to Non-Permitted Transfer. Except for any Permitted Transfer, the City and the Authority shall be entitled to require, as conditions to any approval of any Transfer in and to this Agreement that:

(a) Any proposed transferee shall have the qualifications and financial responsibility, as reasonably determined by the City and the Authority, necessary to fulfill the obligations undertaken in this Agreement by Developer.

(b) Any proposed transferee shall execute an agreement pursuant to which Developer assigns, and such transferee assumes, all rights and obligations of Developer under this Agreement.

(c) There shall be submitted to the City and the Authority for review all instruments and other legal documents involved in effecting the Transfer, and if approved by the City and the Authority, their approval shall be indicated to Developer in writing.

(d) Developer and any transferees shall comply with such other conditions as the Authority may reasonably require in order to achieve and safeguard the purposes of the Act, the TIF Act and this Agreement; and

(e) In the absence of a specific written agreement by the City and the Authority to the contrary, no such Transfer or approval by the Authority thereof shall be deemed to relieve Developer or any other party bound in any way by this Agreement.

9.4 Lender Assignments. Developer may collaterally assign Developer's rights and obligations under this Agreement to the Lender, provided that the City and the Authority receive a copy of a Collateral Assignment of Redevelopment Agreement executed by Developer, the City, the Authority, and Lender.

Article 10

Public Investment Condition; Events of Default and Remedies

10.1 Public Investment Condition. Notwithstanding any provision in this Agreement to the contrary, the City and the Authority providing the Public Investment in the not to exceed amount of Approved Public Investment Sum (including any Approved Costs Increases) and in response to undisputed requests for periodic disbursement is a condition precedent to Developer's commencement and continued performance of its obligations under this Agreement (the "Public Investment Condition"). If any aspect of the Public Investment Condition is not satisfied by the City and/or the Authority by the date any such funds are required under this Agreement or otherwise in accordance with the Sources and Uses Budget, then Developer shall be entitled to suspend its performance under this Agreement without being deemed to be in Default until such time as such aspect of the Public Investment Condition is satisfied, and if the City or the Authority fails to cause such aspect of the Public Investment Condition to be satisfied by no later than the date which is 90 days following Developer providing written notice to Lender, the City and the Authority of such failure, and such failure is not due to any Unavoidable Delay or a Default by Developer, then, subject to the prior written consent of the Lender, Developer shall be entitled to terminate this Agreement, subject further to the survival provisions of Section _____, and the Minimum Assessment Agreement (and the City and the Authority shall immediately take all required actions to remove the Minimum Assessment Agreement from the public records) at any time before such unsatisfied Public Investment Condition is satisfied (the "Public Investment Termination Right"), to be exercised by Developer providing further written notice to the City and the Authority of Developer's election to exercise the Public Investment Termination Right.

10.2 Events of Default Defined. Subject to applicable Cure Rights, the following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

10.3 Developer Events of Default. The following shall be Events of Default for Developer:

(a) Subject to Unavoidable Delay and Cure Rights, failure by Developer to observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement, and the continuation of such failure for a period of 30 days after written notice of such failure from the City or the Authority.

(b) If, during the term of this Agreement, Developer shall (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or State law; or (ii) make an assignment for the benefit of its creditors; or (iii) become insolvent or adjudicated a bankrupt; or if a petition or answer proposing the adjudication of Developer, as a bankrupt or its reorganization under any present or future Federal bankruptcy act or any similar Federal or State law shall be filed in any court and such petition or answer shall not be discharged or denied within 90 days after the filing thereof; or a receiver, trustee or liquidator of Developer, or of the Project improvements, or part thereof, shall be appointed in any proceeding brought against Developer, and shall not be discharged within 90 days after such appointment, or if Developer shall consent to or acquiesce in such appointment.

Any default by (a) a Secondary Developer of any of its Secondary Developer Obligations is not a Default by Developer under this Agreement, (b) a Elevage Secondary Developer shall not be a Default by Developer under this Agreement but shall entitle the City or the Authority to exercise any rights or remedies against Parent as specifically set forth in this Agreement.

10.4 City and Authority Events of Default. The following shall be Events of Default for the City and the Authority:

(a) Subject to Cure Rights and Unavoidable Delays, the failure of the City or the Authority to timely pay or disburse Public Investment funds or other monetary obligations under this Agreement in accordance with this Agreement, and the continuation of such failure for a period of 10 Business Days after written notice of such failure from Developer.

(b) Subject to Cure Rights and Unavoidable Delays, the failure of the City or the Authority to observe or perform any other covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement, and the continuation of such failure for a period of 30 days after written notice of such failure from Developer shall be an Event of Default for the City or the Authority.

10.5 Cure Rights. If a Default occurs under Section ____ or under Section ____ which reasonably requires more than 30 days to cure, such Default shall not constitute an Event of Default, provided that the curing of the Default is promptly commenced upon receipt by the defaulting party of the written notice of the Default, and with due diligence is thereafter continuously prosecuted to completion and is completed within a reasonable period of time, and provided that the defaulting party keeps the non-defaulting party well informed at all times of its progress in curing the Default; provided, however, in no event shall such additional cure period extend beyond **120 days** unless by written agreement subscribed by each party.

10.6 City and Authority Remedies on Default. Subject to Sections ____ and ____, whenever any Event of Default occurs by Developer, the City and the Authority may take any one or more of the following actions:

(a) Suspend performance under this Agreement until (i) Developer (or Lender) has cured the Default which gave rise to the Event of Default or (ii) the City and the Authority receive assurances from Developer or Lender, deemed adequate by the City and the Authority, that Developer or Lender will cure the Event of Default and continue its performance under this Agreement.

(b) Terminate this Agreement.

(c) 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 of Developer under this Agreement.

10.7 Limited Remedies on Default; Waiver of Consequential Damages. Whenever any unremedied Event of Default of the City or the Authority occurs, in addition to the Public Investment Termination Right, Developer's other legal and equitable remedy is an action to compel performance by the City or the Authority, as applicable. Developer has and shall have no right to assert any claim for monetary or other compensatory damages against the City or the Authority and will not be entitled to recover damages of any kind, including lost profits and direct, indirect, incidental, consequential, or punitive damages.

10.8 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City, or the Authority is intended to be exclusive of any other available remedy or remedies unless otherwise expressly stated, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City, or the Authority to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article 11.

10.9 Reimbursement of Attorneys' Fees. If Developer shall default under any of the provisions of this Agreement, and the City or the Authority shall employ attorneys or incur other reasonable expenses for the enforcement of performance or observance of any obligation or agreement of Developer contained in this Agreement, the City and the Authority in such action or enforcement shall be entitled to payment of its reasonable attorneys' fees and costs incurred therein.

10.10 Mediation. All claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be referred to non-binding mediation before, and as a condition precedent to, the initiation of any legal action; provided, however, that nothing in this Agreement shall prevent a party from taking any action necessary to preserve claims or defenses from expiration or termination under applicable statutes of limitations or other applicable time limits. Each party agrees to participate in up to two hours

of mediation. The mediator shall be selected by the parties, or if the parties are unable to agree on a mediator then any party can request the administrator of the Anoka County District Court Civil ADR Program and/or similar person, to select a person from its list of qualified neutrals. The mediation shall be attended by employees or agents or each party having authority to settle the dispute. All expenses related to the mediation shall be borne by each party, including the costs of any experts or legal counsel. All applicable statutes of limitations and all defenses based on the passage of time are tolled while the mediation procedures are pending, and for a period of 30 days thereafter.

Article 11

Representations and Warranties

11.1 Representations and Warranties of the City. The City makes the following representations and warranties:

(a) The City is a Minnesota municipal corporation and a home rule charter city and has the power to enter into this Agreement and carry out its obligations hereunder. The City has duly authorized the execution, delivery, and performance of this Agreement.

(b) The City is authorized by law to provide public assistance to Developer in accordance with the provisions of this Agreement.

(c) There is not pending, nor to the best of the City's knowledge is there threatened, any suit, action or proceeding against the City before any court, arbitrator, administrative agency or other governmental authority that materially and adversely affects the validity of any of the transactions contemplated hereby, the ability of the City to perform its obligations hereunder, or as contemplated hereby or thereby, or the validity or enforceability of this Agreement.

(d) No member of the City Council or officer of the City, has either a direct or indirect financial interest in this Agreement, nor will any member of the City Council or officer of the City, benefit financially from this Agreement within the meaning of Minnesota Statutes, Section 469.009.

(e) The City will reasonably cooperate with Developer with respect to any litigation commenced by third parties with respect to the Project.

11.2 Representations and Warranties of the Authority. The Authority makes the following representations and warranties:

(a) The Authority is a public body, corporate and politic and a governmental subdivision of the State, duly organized and existing under State law and the Authority has the authority to enter into this Agreement and carry out its obligations hereunder.

(b) The Authority have taken all necessary actions to create and establish the TIF District as of the Effective Date. The Redevelopment TIF District has been created and established as a "redevelopment" district under the TIF Act.

(c) The Authority has taken all action necessary to create the Project and to approve this Agreement and to authorize the execution and delivery of this Agreement and any other documents or instruments required to be executed and delivered by the Authority pursuant to this Agreement.

(d) The execution, delivery and performance of this Agreement and any other documents or instruments required pursuant to this Agreement by the Authority does not, and consummation of the transactions contemplated therein and the fulfillment of the terms thereof will not, conflict with or constitute on the part of the Authority a breach of or default under any existing (i) indenture, mortgage, deed of trust or other agreement or instrument to which the Authority is a party or by which the Authority or any of its property is or may be bound, or (ii) legislative act, constitution or other proceeding establishing or relating to the establishment of the Authority or its officers or its resolutions.

(e) There is not pending, nor to the best of the Authority's knowledge is there threatened, any suit, action or proceeding against the Authority before any court, arbitrator, administrative agency or other governmental authority that materially and adversely affects the validity of any of the transactions contemplated hereby, the ability of the Authority to perform its obligations hereunder, or as contemplated hereby or thereby, or the validity or enforceability of this Agreement.

(f) No member of the board of the Authority or officer of the Authority, has either a direct or indirect financial interest in this Agreement, nor will any member of the board of the Authority or officer of the Authority, benefit financially from this Agreement within the meaning of Minnesota Statutes, Section 469.009.

(g) The Authority will reasonably cooperate with Developer with respect to any litigation commenced by third parties with respect to the Development.

11.3 Representations and Warranties by Developer. Developer represents and warrants that:

(a) Developer is a limited liability company organized and in good standing under the laws of the state of Minnesota, is not in violation of any provisions of its operating agreement, or other organizational documents, or the laws of the State, has power to enter into this Agreement and has duly authorized the execution, delivery, and performance of this Agreement by proper action of its members.

(b) The execution and delivery of this Agreement and the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions thereof do not and will not conflict with or result in a breach of any of the terms or conditions of Developer's organizational documents, any restriction or any agreement, or instrument to which Developer is now a party or by which it is bound or to which any property of Developer is subject, and do not and will not constitute a default under any of the foregoing or a violation of any order, decree, statute, rule or regulation of any court or of any state or Federal regulatory body having jurisdiction over Developer or its properties, including its interest in the Development Property, and do not and will not result in the creation or

imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of Developer contrary to the terms of any instrument or agreement to which Developer is a party or by which it is bound.

(c) To the best of Developer's knowledge and belief, the execution and delivery of this Agreement will not create a conflict of interest prohibited by Minnesota Statutes, Section 469.009, as amended.

(d) Developer would not acquire the Development Property and construct the Public Infrastructure, but for the execution of this Agreement and the tax increment and financial assistance made available hereunder.

(e) Developer will reasonably cooperate with the City and the Authority with respect to any litigation commenced by third parties with respect to the Project.

(f) There are no pending or threatened legal proceedings, of which Developer has notice, contemplating the liquidation or dissolution of Developer or threatening its existence, or seeking to restrain or enjoin the transactions contemplated by the Agreement, or questioning the authority of Developer to execute and deliver this Agreement or the validity of this Agreement.

(g) Developer has not received any notice from any local, state, or federal official that the activities of Developer or the Authority with respect to the Development Property may or will be in violation of any environmental law or regulation. Developer is not aware of any state or federal claim filed or planned to be filed by any party relating to any violation of any local, state or federal environmental law, regulation or review procedure, and Developer is not aware of any violation of any local, state or federal law, regulation or review procedure which would give any person a valid claim under any state or federal environmental statute.

(h) Developer reasonably expects that it will be able to obtain private financing in an amount sufficient, together with funds provided by the City, the Authority and any other public agencies, to enable Developer to successfully complete the acquisition of the Development Property and construction of the Public Infrastructure.

Article 12

Additional Provisions

12.1 **Conflicts of Interest.** No official or employee of the City or the Authority shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

12.2 Titles of Articles and Sections. Any titles of the several parts, articles, and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

12.3 Notices and Demands. Any notice, approval, consent, payment, demand, communication, authorization, delegation, recommendation, agreement, offer, report, statement, certification or disclosure required or permitted to be given or made under this Agreement, whether or not expressly so stated, shall not be effective unless and until given or made in writing and shall be deemed to have been duly given or made as of the following date: (a) if delivered personally by courier or otherwise, then as of the date delivered or if delivery is refused, then as of the date presented; or (b) if sent or mailed by certified U.S. mail, return receipt requested, or by Federal Express, Express Mail or other mail or courier service, then as of the date received. All such communications shall be addressed as follows (which address(es) for a party may be changed by that party from time to time by notice to the other parties). No such communications to a party shall be effective unless and until deemed received at all address(es) for such party.

If to the City:	City of Blaine Blaine, MN 55102 Attn: City Manager
With a copy to:	City of Blaine (OFS) Blaine, MN 55102 Attn: Finance Director
With a copy to:	Eckberg Lammers, P.C. 1809 Northwestern Avenue S Stillwater, MN 55082 Attn: City Attorney
If to the Authority:	Economic Development Authority of the City of Blaine, Minnesota (HRA) Blaine, MN 55102 Attn: Executive Director
With a copy to:	Eckberg Lammers, P.C. 1809 Northwestern Avenue S Stillwater, MN 55082 Attn: City Attorney
If to Developer:	Blaine Town Center West LLC 3020 France Avenue South Minneapolis, MN 55416 Attn: Rob Bader
With a copy to:	Winthrop & Weinstein 225 South Sixth Street, Suite 3500 Minneapolis, MN 55402-4629

Attn: Erin Mathern

12.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

12.5 Governing Law, Jurisdiction, Venue and Waiver of Trial by Jury. All matters, whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Agreement shall be controlled by, interpreted and determined in accordance with the laws of the state of Minnesota without regard to its conflict and choice of law provisions. Any litigation arising out of this Agreement shall be venued exclusively in Anoka County District Court, Tenth Judicial District, state of Minnesota and shall not be removed therefrom to any other federal or state court. The City, the Authority, and Developer hereby consent to personal jurisdiction and venue in the foregoing court. The City, the Authority, and Developer hereby waive trial by jury for any litigation arising out of this Agreement.

12.6 Severability. If any term or provision of this Agreement is determined to be invalid or unenforceable under Legal Requirements, the remainder of this Agreement shall not be affected thereby, and each remaining term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted Legal Requirements.

12.7 Construction of Terms. As the context of this Agreement may require, terms in the singular shall include the plural (and vice versa) and the use of feminine, masculine, or neuter genders shall include each other. Wherever the word “including” or any variation thereof is used herein, it shall mean “including, without limitation” and shall be construed as a term of illustration, not a term of limitation. Whenever any reference is made to a party or person hereunder, such reference shall include that party’s or person’s successors and permitted assigns.

12.8 Calculation of Time. Unless otherwise stated, all references to “day” or “days” herein shall mean calendar days. If any time period set forth in this Agreement expires on other than a Business Day, such period shall be extended to and through the next succeeding Business Day.

12.9 Consents and Approvals. Whenever the terms “consent,” “approve,” or “approval” are used herein, they shall mean consent or approval in a party’s sole discretion. All consents or approvals must be delivered in writing in order to be effective.

12.10 Additional Documents. When reasonably requested to do so by another party, each party shall execute or cause to be executed any further documents as may be reasonably necessary or expedient and within their lawful obligation in order to consummate the transactions provided for in, and to carry out the purpose and intent of, this Agreement.

12.11 Representatives. Except as otherwise provided herein, all approvals and other actions required of or taken by the Authority or the City shall be effective upon action by the Authorized Representative of the Authority or the City, as applicable. All actions required of or taken by Developer shall be effective upon action by a duly authorized officer, manager, or partner, as applicable.

12.12 Limitation. All covenants, stipulations, promises, agreements, and obligations of the City, the Authority, or Developer contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, the Authority, or Developer, respectively, and not of any governing body member, officer, agent, servant or employee of the City, the Authority, or Developer in the individual capacity thereof.

12.13 Superseding Effect. This Agreement reflects the entire agreement of the parties with respect to the development of the matters addressed herein, and supersedes in all respects all prior agreements of the parties, whether written or otherwise, with respect to such matters.

12.14 Amendment. This Agreement may not be amended or modified except in writing properly subscribed by each party hereto.

12.15 Relationship of Parties. Nothing in this Agreement is intended, or shall be construed, to create a partnership or joint venture among or between the parties hereto.

12.16 Term. The term of this Agreement shall be effective from the day and year first above written until the earlier of (a) the date this Agreement is terminated pursuant to the terms and conditions set forth herein, or (b) date of termination of the Redevelopment TIF District.

12.17 Binding Effect; Waiver. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. No delay on the part of Developer, the City, or the Authority in exercising any right, power, or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege constitute such waiver nor exhaust the same, which shall be continuing. The rights and remedies of the City and the Authority specified in this Agreement shall be in addition to and not exclusive of any other right and remedies which the City or the Authority, by operation of law, would otherwise have.

12.18 No Third Party Benefit. Other than as explicitly stated in this Agreement, the obligations, covenants, representations, and agreements of Developer hereunder are for the exclusive benefit of the City and the Authority and shall not be construed to create rights or convey benefits to any other third party not a party to this Agreement.

12.19 Survival of Terms. The following sections will survive the expiration or earlier termination of this Agreement: Section ____ [Release and Indemnification Covenants by Developer]; Section ____ [City and Authority Remedies on Default] to the extent of any Event of Default of Developer arising prior to such termination or expiration; Section ____ [Limited Developer Remedies on Default; Waiver of Consequential Damages] to the extent of any Event of Default of the City or Authority arising prior to such termination or expiration; Section ____ [Mediation]; Section ____ [Notices and Demands]; Section ____ [Governing Law, Jurisdiction, Venue and Waiver of Trial by Jury]; and Section ____ [No Third Party Benefit]. Data Practices Act. Developer acknowledges that all of the data created, collected, received, stored, used, maintained, or disseminated by Developer with regard to the performance of its duties under this Agreement are subject to the requirements of Chapter 13, Minnesota Statutes (“Minnesota Governmental Data Practices Act”).

12.20 No Waiver of Governmental Immunity and Limitations on Liability. Nothing in this Agreement shall in any way affect or impair the City’s or the Authority’s immunity or the

immunity of the City's and the Authority's employees, consultants and contractors, whether on account of official immunity, legislative immunity, statutory immunity, discretionary immunity or otherwise. Nothing in this Agreement shall in any way affect or impair the limitations on the City's or the Authority's liability or the liability of the City's and the Authority's employees, consultants and independent contractors. By entering into this Agreement, the City and the Authority do not waive any rights, protections, or limitations as provided under law and equity for the City or the Authority, or of their respective employees, consultants and contractors.

12.21 City and Authority Regulatory Authority. Nothing in this Agreement shall be construed to limit or modify the City's or the Authority's regulatory authority.

12.22 Memorandum of Agreement. No party shall cause this Agreement to be recorded or filed in the Recording Office. However, Developer shall cause a memorandum of this Agreement to be so recorded in the form attached as Exhibit [] on any portion of the Development Property owned by Developer. At the time of execution of this Agreement, the parties will also execute and acknowledge the memorandum of this Agreement.

12.23 Estoppel. Each party covenants that, within thirty (30) days after the written request of any other party, the party so requested shall deliver a letter certifying: (i) the date of this Agreement and any amendments hereto; (ii) that the Agreement is in full force and effect; (iii) that, as of the date so certified, and to the extent of the certifying party's actual knowledge, no party is in default under this Agreement, and that there exist no defenses or offsets to the enforcement hereof, or alternatively, identifying in detail the default, defenses or offsets; and (iv) any other information or statement reasonably requested.

Article 13

Parent Guarantee

13.1 Parent Guaranty for Public Infrastructure. The undersigned represent that they are the owners of the Developer and have sufficient financial resources and capital to fulfill the obligations of this Agreement. In consideration of the obligations, and undertakings set forth in this Agreement, EB Blaine Development LLC, a Minnesota limited liability company ("Parent") agrees to take all action necessary to cause Developer to perform all of its agreements, covenants, and obligations under this Agreement and the Site Improvement Performance Agreement with regard to Developer's obligations for the design, construction and installation of the Public Infrastructure (the "Public Infrastructure Guaranty"). Parent unconditionally guarantees to the City and the Authority the full and complete performance by Developer of its agreements, covenants, and obligations under this Agreement and the Site Improvement Performance Agreement for the design, construction and installation of the Public Infrastructure to the extent the City and the Authority make available to Developer the Public Investment funds in accordance with this Agreement to fund the cost of the Public Infrastructure. Parent shall be liable for any breach or default of any representation, warranty, agreement, covenant, or obligation of Developer under this Agreement or the Site Improvement Performance Agreement regarding the Public Infrastructure. Upon the occurrence of both (i) the City's acceptance of a specific portion or element of the Public Infrastructure in accordance with this Agreement and (ii) expiration of all warranties and claims periods for the design, construction and installation of such accepted portion or element of the Public Infrastructure, Parent's obligations under the Public Infrastructure

Guaranty with respect to such accepted portion or element of the Public Infrastructure shall automatically be terminated, released, and discharged.

13.2 Parent Guaranty for Private Site Improvements and Elements. In consideration of the premises, obligations, and undertakings of the City and the Authority set forth in this Agreement, Parent agrees to take all action necessary to cause Developer to perform all of its agreements, covenants, and obligations under this Agreement and the Site Improvement Performance Agreement with regard to Developer's obligations for the design, construction and installation of private improvements and infrastructure to be developed by Developer, including the Public Open Spaces and Vertical Elements undertaken by Developer, if any (the "Private Site Improvement/Element Guaranty"). Parent unconditionally guarantees to the City and the Authority the full and complete performance by Developer of its agreements, covenants, and obligations under this Agreement and the Site Improvement Performance Agreement for the design, construction and installation of such private improvements and infrastructure to be developed by Developer to the extent the City and the Authority make available to Developer the Public Investment funds in accordance with this Agreement to fund the cost of the Public Infrastructure. Parent shall be liable for any breach or default of any representation, warranty, agreement, covenant, or obligation of Developer under this Agreement or the Site Improvement Performance Agreement regarding such private improvements. Upon the City's issuance of both (a) a full and final certificate of occupancy for a specific Public Open Space or Element of Vertical Development that is developed by Developer (unless such certificate of occupancy is not applicable to the type of improvement at issue, in which case, only the condition in the following clause (b) will apply) and (b) the Element Release for such Public Open Space or such Element of Vertical Development in accordance with this Agreement, Parent's obligations under the Private Site Improvement/Element Guaranty with respect to such Public Open Space or such Element of Vertical Development shall automatically be terminated, released, and discharged.

13.3 Parent Guaranty of Developer Secondary Developer Obligations. In consideration of the premises, obligations, and undertakings of the City and the Authority set forth in this Agreement, Parent further agrees to take all action necessary to cause any Elevage Secondary Developer (defined below) to perform all the Secondary Developer Obligations which any such Elevage Secondary Developer is obligated to perform (collectively, the "Elevage Secondary Developer Obligations") by virtue of its status as a Secondary Developer (the "Affiliate Guaranty"). Parent unconditionally guarantees to the City and the Authority the full and complete performance by any such Elevage Secondary Developer of its respective Elevage Secondary Developer Obligations and shall be liable for any breach or default by any such Elevage Secondary Developer of its respective Elevage Secondary Developer Obligations. Upon the City's issuance of both (a) a full and final certificate of occupancy for a specific Element of Vertical Development that is developed by a Elevage Secondary Developer (unless such certificate of occupancy is in any part dependent upon any leasehold improvements work or construction a tenant will perform, in which case, only the condition in the following clause (b) will apply) and (b) the Element Release for such Element in accordance with this Agreement, Parent's obligations under the Affiliate Guaranty with respect to such Element of Vertical Development shall automatically be terminated, released, and discharged. For purposes of this Agreement, "Elevage Secondary Developer" means a Secondary Developer over which Parent has Legal Control.

13.4 Parent Waiver. Parent hereby waives diligence, presentment, demand of performance, filing of any claim, any right to require any proceeding first against Developer or any Elevage Secondary Developer, protest, notice, and all demands whatsoever in connection with the performance of its obligations set forth in this Article. The Public Infrastructure Guaranty and the Affiliate Guaranty shall be applicable and binding on the successors and assigns of Parent. Parent joins in this Agreement as a signatory only for purposes of this Article.

[Remainder of page intentionally left blank; signatures on following page(s)]

IN WITNESS WHEREOF, the City, the Authority, and Developer have caused this Agreement to be duly executed in their names and on their behalf, all on or as of the date first above written.

CITY OF BLAINE, MINNESOTA

By: _____
Its Mayor

By: _____
Its Director, Office of Financial Services

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____ and _____, the Mayor of the City of Blaine, Minnesota, on behalf of the City.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by _____ and _____, the Director, Office of Financial Services of the City of Blaine, Minnesota, on behalf of the City.

Notary Public

APPROVED AS TO FORM

City Attorney

ECONOMIC DEVELOPMENT
AUTHORITY OF THE CITY OF BLAINE,
MINNESOTA

By: _____
Its Chair or Commissioner

By: _____
Its Executive Director

By: _____
Its Director, Office of Financial Services
of the City

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024,
by _____, the _____ of the Economic Authority
of the City of Blaine, Minnesota, on behalf of the Economic Development Authority of the City
of Blaine, Minnesota.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024,
by _____, the Executive Director of the Economic
Development Authority of the City of Blaine, Minnesota, on behalf of the Economic Development
Authority of the City of Blaine, Minnesota.

Notary Public

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____ and _____, the Director, Office of Financial Services of the City of Blaine, Minnesota, on behalf of the Economic Development Authority of the City of Blaine, Minnesota.

Notary Public

Blaine Town Center West LLC,
a Minnesota limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, the _____ of Blaine Town Center West LLC, a
Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

As to Article 14 [Parent Guarantee]:

EB Blaine Development LLC,
a Minnesota limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, the _____ of EB Blaine Development LLC, a
Minnesota limited liability company, on behalf of the limited liability company.

Notary Public



City of Blaine

Staff Report

File Number: ORD 24-2565

Agenda Date	Status
September 16, 2024	
In Control	File Type
City Council	Ordinance

Administration - Erik Thorvig, Community Development Director

Agenda Item # 11.5

First Reading
Ordinance Approving the Sale of 2043 105th Avenue NE

Executive Summary

Background

The City of Blaine acquired the property at 2043 105th Avenue on August 9, 2024. The Blaine Economic Development Authority (EDA) has acquired property within the 105th Redevelopment Area dating back to 2016, however, due to the funding source, this purchase was made by the City of Blaine. The developer is seeking to acquire all property within the 105th Redevelopment Area owned by the City and EDA in October 2024 to facilitate private bank financing for infrastructure related to the redevelopment. The City of Blaine acquired the subject property for \$3,988,200. The methodology used to determine a purchase price was based on the price per square foot for existing industrial buildings/property.

An appraisal, paid for by the City, was completed for the entire area to be acquired by the developer, including City and EDA property. The appraisal valued the land as vacant, commercial value. The appraisal identified a value of \$11 per square foot of land. The developer will be acquiring a total of 973,130 square feet of land. This equates to an overall purchase price of \$10,704,430.

A purchase agreement is currently being drafted that encompasses both the City and EDA owned property. The purchase agreement identifies a targeted closing date for the week of October 7, 2024. The buyer is Blaine Town Center East, LLC, which is the master developer. The total purchase price is \$10,704,430. The purchase price allows for the City to be reimbursed for the \$3,988,200 expenditure. Based on the closed session discussion by the City Council on September 9, 2024, certain components of the purchase agreement are being finalized. The City Charter identifies the process for the City to sell property. It states that city property shall only be sold by ordinance. As such, two readings are required.

The EDA is scheduled to hold a public hearing and consider a resolution to sell property on September 16, 2024.

Strategic Plan Relationship

The 105th Redevelopment Area has been identified in the strategic plan.

Board/Commission Review

Not applicable.

Financial Impact

The overall purchase price is \$10,704,430. When the City acquired 2043 105th Avenue, city funds were utilized with the intention that the City would be reimbursed. The sale provides funds to reimburse the City for the expenditure.

Public Outreach/Input

No public hearing is required for the sale of city-owned property.

Staff Recommendation

By motion, introduce the ordinance for first reading and direct that it be placed on file for second reading at the October 7, 2024, council meeting.

Attachment List

1. 105th Redevelopment Purchase Agreement



City of Blaine

Signature Copy

Ordinance: ORD 24-2565

First Reading

Ordinance Approving the Sale of 2043 105th Avenue NE

WHEREAS, the City of Blaine acquired 2043 105th Avenue on August 9, 2024; and

WHEREAS, the master developer of the 105th Avenue Redevelopment Project desires to acquire land owned by the City of Blaine and Blaine Economic Development Authority; and

WHEREAS, a purchase agreement has been prepared identifying certain terms and conditions of the sale.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine hereby approves the sale of 2043 105th Avenue NE in accordance with the terms of the purchase agreement and hereby authorizes the mayor and city manager to authorize necessary documents related to the sale.

INTRODUCED and read in full this 16th day of September, 2024.

PASSED by the City Council of the City of Blaine this __ day of __, 2024.

105th REDEVELOPMENT

PURCHASE AGREEMENT

BETWEEN

THE CITY OF BLAINE

AND

**THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF BLAINE,
MINNESOTA**

AND

BLAINE TOWN CENTER EAST LLC

Dated: _____, 2024

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “Agreement”) is made, entered into and effective as of this _____ day of _____, 2024 (the “Effective Date”), by and between the CITY OF BLAINE, a body politic and corporate under the laws of the State of Minnesota (the “City”), the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF BLAINE, MINNESOTA, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the “Authority” and collectively with the City, each individually and both collectively, as the context requires, “Seller”), and BLAINE TOWN CENTER EAST LLC, a Minnesota limited liability company, its successors / assigns (“Buyer”). Collectively, the City, the Authority, and Buyer may be referred to as the “Parties” or individually as a “Party.”

WITNESSETH:

WHEREAS, the City has appointed Buyer’s affiliate, Blaine Town Center West LLC, a Minnesota limited liability company (“Master Developer”), as the “Master Developer” for the redevelopment of an area located at the northwest corner of 105th Avenue and Radisson Road NE in Blaine, Minnesota known as the “105th Redevelopment District,” in furtherance of the 105th Redevelopment project as envisioned in the Blaine Town Center Master Plan, dated May 27, 2022, as a mixed-use development (the “Development”);

WHEREAS, Seller is the owner of certain tracts of land located in the City of Blaine, Minnesota that are legally described on the attached Exhibit A-1, together with all improvements located thereon and appurtenances thereto (the “Acquired Properties”), which will make up a portion of the Development;

WHEREAS, the Authority is in the process of acquiring certain tracts of land located in the City of Blaine, Minnesota that are legally described on the attached Exhibit A-2, together with all improvements located thereon and appurtenances thereto (the “To-Be-Acquired Properties” and together with the Acquired Properties, the “Property”), which will make up a portion of the Development;

WHEREAS, in furtherance of the Development, the City, the Authority and Master Developer have entered into the Master Development Agreement dated as of _____ (the “Master Development Agreement”), pursuant to which the City agreed, through the issuance of bond financing, to cause certain site work to be completed in order to prepare the Property for construction of Master Developer’s or its permitted secondary developers’ planned vertical development;

WHEREAS, pursuant to the terms and conditions of the Master Development Agreement, Seller has granted to Master Developer or its permitted assigns, which includes Buyer, the exclusive option to purchase the Property;

WHEREAS, Master Developer, on behalf of Buyer, has provided Seller with proper written notice of the election to exercise the option to purchase the Property; and

WHEREAS, in consideration of the aforesaid and Seller's willingness to sell the Property to Buyer for the purchase price set forth below, Buyer hereby agrees to purchase the Property pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the recitals, the covenants of the parties contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I. (DEFINITIONS)

[Definitions Have Not Been Reviewed to Ensure All Definitions Captured or Accurate]

“Access Agreement” means the Access Agreement dated as of [September __, 2024], entered into by and between Seller and Master Developer.

“Acquired Properties” has the meaning set forth in the Recitals.

“Affiliate” means a corporation, partnership, limited liability company, joint venture, association, business trust or similar entity organized under the laws of the United States of America or a state thereof which is directly controlled by or under common control with Buyer or any other Affiliate. For purposes of this definition, control means the power to direct management and policies through the ownership of at least a general partnership or managing member interest.

“Authority” has the meaning set forth in the Preamble.

“Buyer” has the meaning set forth in the Preamble.

“Buyer Bring-Down Certificate” has the meaning set forth in Section II.E.1.a.

“Buyer’s Contingencies” has the meaning set forth in Section II.D.

“Buyer’s Initial Closing Documents” has the meaning set forth in Section III.C.

“Buyer’s Subsequent Closing Documents” has the meaning set forth in Section III.E.

“City” has the meaning set forth in the Preamble.

“Closing” has the meaning set forth in Section III.A.

“Commence” means that Buyer has obtained the permits for the commencement of the Minimum Improvements.

“Development” has the meaning set forth in the Recitals.

“EDA Note” has the meaning set forth in Section II.B

“Hazardous Material(s)” means any substance, chemical, waste, contaminant, pollutant or other material that is or becomes regulated by any federal, state, or local governmental authority because of its toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness, or reactivity, including, without limitation, those substances regulated by the Hazardous Waste Laws.

“Hazardous Material(s) Costs” has the meaning set forth in Section IV.A.

“Hazardous Waste Laws” means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Clean Water Act, 33 U.S.C. § 1321 et seq.; and the Clean Air Act, 42 U.S.C. § 7401 et seq.; or any other applicable federal, state, local or other governmental statute, regulation, law or ordinance related to pollution or the release into the environment or disposal of solid or hazardous waste or hazardous substances.

“Initial Closing Date” has the meaning set forth in Section III.A.1.

“Master Development Agreement” has the meaning set forth in the Recitals.

“Minimum Improvements” means the Base Public Infrastructure (as that term is defined in the Master Development Agreement) within the Property.

“Outside Closing Date” has the meaning set forth in Section III.A.2.

“Permitted Encumbrances” means the permitted encumbrances set forth on Exhibit B to the Quit Claim Deed attached hereto, including any deemed permitted encumbrances in accordance with the terms of this Agreement.

“Property” has the meaning set forth in the Recitals.

“Purchase Price” has the meaning set forth in Section II.B.

“Seller” has the meaning set forth in the Preamble.

“Seller Bring-Down Certificate” has the meaning set forth in Section II.D.1.a.

“Seller’s Contingencies” has the meaning set forth in Section II.D.

“Seller Cure Notice” has the meaning set forth in Section II.D.1.c.

“Seller Documents” has the meaning set forth in Section II.B.

“Seller’s Initial Closing Documents” has the meaning set forth in Section III.B.

“Seller’s Subsequent Closing Documents” has the meaning set forth in Section III.D.

“Subsequent Closing Date” has the meaning set forth in Section III.A.2.

“Title Commitment” means a commitment for policies of owner’s and lender’s title insurance issued by the Title Company currently certified to include proper searches covering bankruptcies, state and federal judgments and tax liens, real estate taxes, levied and pending special assessments, and other matters customarily provided for in commercial property title insurance commitments, committing to insure marketable fee simple title to the Property (or applicable portion thereof) in Buyer.

“Title Company” means All American Title Company, LLC.

“Title Evidence” means the Title Commitment and Survey with respect to the applicable portion of the Property.

“Title Objections” has the meaning set forth in Section II.D.1.c.

“To-Be-Acquired Properties” has the meaning set forth in the Recitals.

“Unavoidable Delays” means delays, outside the control of the party claiming their occurrence, which are the direct result of strikes, lockouts, other labor troubles (including labor shortages), unusually severe or prolonged bad weather, acts of God, acts of war or terrorism, epidemics, pandemics, or similar disease outbreaks (including COVID-19), fire or other casualty to the Development, unusually long delays in the granting municipal approvals, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit which directly result in delays, acts of the public enemy or acts of terrorism and discovery of unknown hazardous materials or other concealed site conditions or delays of contractors due to such discovery.

ARTICLE II. (PRE-CLOSING; CONTINGENCIES)

A. **Sale of Property.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the Property, subject to all the terms and conditions of this Agreement.

B. **Purchase Price.** [Subject to final review by Buyer’s tax counsel]

1. **Total Purchase Price.** The Total Purchase Price for the Acquired and To-Be-Acquired Property to be paid by Buyer to Seller is \$10,704,430.00 (the “Total Purchase Price”) payable as follows:

- a. \$3,988,200.00 shall be paid by the Buyer to the City, by cash or financing, at the Closing;
- b. \$3,704,430.00 shall be paid by the Buyer to the EDA by delivery of a promissory note (the “EDA Note”) by the Buyer in favor of the EDA on the following terms: (i) an annual interest rate equal to the interest rate under the terms of that certain _____ by and between the EDA and the

Buyer or an affiliate of the Buyer, (ii) amortization of principal over 15 years, (iii) a first payment due on the date that is four (4) years following the date of the EDA Note, and (iv) a balloon payment on the date that is seven (7) years following the date of the EDA Note. The EDA Note shall be unsecured until such time as the EDA acquires the To-Be-Acquired Properties at which time the EDA may elect to require a subordinate mortgage against the To-Be-Acquired Properties from the Buyer in favor of the EDA securing any remaining amounts due and owing under the terms of the EDA Note; and

- c. \$3,011,799.00 shall be paid by the Buyer to the EDA, by cash or financing, at the Closing for the EDA's use to acquire the To-Be-Acquired Properties. Upon acquisition of the To-Be-Acquired Properties, the EDA shall be obligated to convey the To-Be-Acquired Properties to the Buyer under the terms of this Agreement for the total additional consideration of \$1.00. The Buyer shall also be obligated to pay the applicable reasonable costs associated with Closing on the To-Be-Acquired Properties. The EDA agrees to allocate \$3,011,800 to public infrastructure costs in the West District area of the Development to be located on property controlled by the EDA or the City.

2. Purchase Price Determination. The Total Purchase Price is determined to be fair and appropriate, subject to any adjustments for environmental matters or hazardous materials as provided herein, is based on the City's appraisal dated September 6, 2024, and best serves the advancement of the Development. The actual square feet per lot will not be known until the Development has been platted, and the date upon which the Acquired Properties and the To-Be-Acquired Properties will be considered "shovel-ready" has been estimated but is not known for certain. Regardless, the Parties have agreed on the Total Purchase Price set forth above, subject to adjustments as provided herein. Buyer agrees that the Total Purchase Price reflects Buyer's future dedication or conveyance of public right-of-ways, public utilities, and other public easements, as applicable, to the City as provided in the Master Development Agreement and Buyer neither expects nor will receive additional compensation from the City or EDA for the dedication or conveyance of those property interests to either the City or EDA.

C. **Due Diligence Review.**

1. Seller Documents. Within five (5) business days of the Effective Date, if not previously provided by Seller to Buyer, Seller shall provide Buyer with copies of the following documents, provided such documents are within Seller's possession or reasonable control (collectively, the "Seller Documents"):
 - a. any existing surveys of the Property or portions thereof;
 - b. any approvals, denials, requirements, compliance, restrictions, or the like from, by, or with governmental or quasi-governmental authorities relating to the Property or portions thereof;

- c. any reports of investigations carried out with respect to the environmental condition of the Property or portions thereof;
 - d. copies of all documents or reports relating to the status of title to the Property or the physical condition of the Property or portions thereof.
 - 2. Survey. At Buyer's expense, Buyer may obtain a new or updated survey (the "Survey") and Seller will cooperate and assist Buyer.
 - 3. Title. Buyer is taking title to the Property "as is" and "with all faults" subject to the terms and conditions of this Agreement.
 - 4. Access and Physical Inspection. Seller will allow Buyer and each of their agents to access the Property, without charge and at all reasonable times, for the purpose of conducting physical inspections, testing and investigations in accordance with the Access Agreement.
- D. **Buyer's Contingencies**. The obligation of Buyer to close on the purchase of the Property is contingent upon each of the following (the "Buyer's Contingencies") being satisfied or waived by Buyer during the time period set forth below:
- 1. Initial Closing Date. On or before the Initial Closing Date:
 - a. Representations and Warranties. Seller's and the City's, if applicable, representations and warranties contained in this Agreement and the Master Development Agreement with respect to the Acquired Properties must be accurate in all material respects now and on the Initial Closing Date as if made on the Initial Closing Date and Seller shall have delivered to Buyer at Closing a certificate (the "Seller Bring-Down Certificate") dated the Initial Closing Date certifying that such representations and warranties are true as of the Initial Closing Date.
 - b. Due Diligence. Buyer shall be satisfied, in its sole discretion, with the condition of the Acquired Properties and any of the Seller Documents relating thereto. Nothing herein shall waive Buyer's rights as set forth in Section IV.A below.
 - c. Title and Survey. Buyer shall be allowed to review the Title Evidence with respect to the Acquired Properties and make objections thereto (collectively, the "Title Objections") that in Buyer's reasonable judgment constitute a material title issue adverse to the 105th Redevelopment per the Master Development Agreement, provided that said Title Objections shall be made in writing within ten (10) days of receipt of the last of the Title Evidence with respect to the Acquired Properties or else deemed to be waived and therefore, "Permitted Encumbrances" with respect to the Acquired Properties.

- d. Seller's Performance. Seller shall have performed all of its covenants, duties, and obligations under this Agreement, including but not limited to the obligations with respect to Section II.H below.

If any contingency under this Section II.D.1 has not been satisfied or waived by Buyer on or before the Initial Closing Date, then Buyer may either (i) extend the Initial Closing Date, or (ii) terminate this Agreement by a notice of termination given to Seller on or before the Initial Closing Date that specifies the failed contingency item. Following delivery of a notice of termination to Seller, Buyer will provide Seller with a recordable quit claim deed or other recordable instrument evidencing the termination of this Agreement.

2. Subsequent Closing Date. On or before the applicable Subsequent Closing Date:

- a. Representations and Warranties. Seller's representations and warranties contained in this Agreement and the Master Development Agreement with respect to the applicable To-Be-Acquired Properties must be accurate in all material respects now and on the applicable Subsequent Closing Date as if made on the applicable Subsequent Closing Date and Seller shall have delivered to Buyer at Closing the Seller Bring-Down Certificate dated the applicable Subsequent Closing Date certifying that such representations and warranties are true as of the applicable Subsequent Closing Date.
- b. Title and Survey. Buyer shall be allowed to review the Title Evidence with respect to the To-Be-Acquired Properties and make objections thereto (collectively, the "Title Objections") that in Buyer's reasonable judgment constitute a material title issue adverse to the 105th Redevelopment per the Master Development Agreement, provided that said Title Objections shall be made in writing within ten (10) days of receipt of the last of the Title Evidence with respect to the To-Be-Acquired Properties or else deemed to be waived and therefore, "Permitted Encumbrances" with respect to the To-Be-Acquired Properties. Notwithstanding the foregoing, any encumbrances disclosed on the Title Evidence prior to the Initial Closing Date shall be deemed Permitted Encumbrances, and Buyer shall not have the right to object to the same.
- c. Seller's Performance. Seller shall have performed all of its covenants, duties, and obligations under this Agreement, including but not limited to the obligations with respect to Section II.H below.

If any contingency under this Section II.D.2 has not been satisfied or waived by Buyer on or before the applicable Subsequent Closing Date, then Buyer may either (i) extend the applicable Subsequent Closing Date, or (ii) terminate this Agreement with respect to the To-Be-Acquired Properties by a notice of termination given to Seller on or before the applicable Subsequent Closing Date that specifies the failed contingency item. Following delivery of a notice of termination to Seller, Buyer will provide Seller with a recordable quit claim deed or other recordable instrument evidencing the termination of this Agreement with respect to the applicable To-Be-Acquired Properties.

E. **Seller's Contingencies.** The obligation of Seller to close on the sale of the Property is contingent upon the following (“Seller's Contingencies”) being satisfied or waived by Seller during the time period set forth below:

1. **Initial Closing Date.** On or before the Initial Closing Date: **[Note: Need to Discuss Timing and Sequencing].**
 - a. **Representations and Warranties.** Buyer’s representations and warranties contained in this Agreement and the Master Development Agreement with respect to the Acquired Properties must be accurate in all material respects now and on the Initial Closing Date as if made on the Initial Closing Date and Buyer shall have delivered to Seller at Closing a certificate (the “Buyer Bring-Down Certificate”) dated the Initial Closing Date certifying that such representations and warranties are true as of the Initial Closing Date.
 - b. **Buyer’s Performance.** Buyer shall have performed all of its covenants, duties, and obligations under this Agreement.
 - c. **[Minimum Assessment Agreement to be addressed in bond documents].**

If any contingency under this Section II.E.1 has not been satisfied or waived by Seller on or before the Initial Closing Date, then Seller may either (i) extend the Initial Closing Date, or (ii) terminate this Agreement by a notice of termination given to Buyer on or before the Initial Closing Date that specifies the failed contingency item. Following delivery of a notice of termination to Buyer, Buyer will provide Seller with a recordable quit claim deed or other recordable instrument evidencing the termination of this Agreement.

2. **Subsequent Closing Date.** On or before the applicable Subsequent Closing Date:
 - a. **Representations and Warranties.** Buyer’s representations and warranties contained in this Agreement and the Master Development Agreement with respect to the Acquired Properties must be accurate in all material respects now and on the Initial Closing Date as if made on the Initial Closing Date and Buyer shall have delivered to Seller at Closing a certificate (the “Buyer Bring-Down Certificate”) dated the Initial Closing Date certifying that such representations and warranties are true as of the Initial Closing Date.
 - b. **Buyer’s Performance.** Buyer shall have performed all of its covenants, duties, and obligations under this Agreement.

If any contingency under this Section II.E.2 has not been satisfied or waived by Seller on or before the applicable Subsequent Closing Date, then Seller may either (i) extend the applicable Subsequent Closing Date, or (ii) terminate this Agreement by a notice of termination given to Buyer on or before the applicable Subsequent Closing Date that specifies the failed contingency item. Following delivery of a notice of termination to

Buyer, Buyer will provide Seller with a recordable quit claim deed or other recordable instrument evidencing the termination of this Agreement with respect to the applicable To-Be-Acquired Properties.

F. **Representations and Warranties of Buyer.** Buyer represents and warrants to Seller that the statements contained in this Section II.F are true, correct and complete as of the Effective Date of this Agreement or as otherwise provided.

1. **Authority.** Buyer represents and warrants to Seller that Buyer has the full power and authority to enter into this Agreement and will have the full power and authority to purchase the Property, to execute, deliver and perform its obligations and to enter into and consummate the transaction contemplated by this Agreement; will have duly authorized the execution, delivery and performance of this Agreement; and this Agreement will constitute a legal, valid and binding obligation of Buyer.
2. **Proceedings.** There are no existing, nor to Buyer's knowledge overtly threatened, proceedings against Buyer, either administrative or judicial, on account of any alleged violation of any rules, regulations, orders or directives and there is no such litigation or condemnation pending that would affect Buyer or Buyer's use of the Property.
3. **Documents True and Correct.** All documents delivered by Buyer to Seller in connection with the Property are true, complete and correct in all material respects.

If, prior to Closing, Buyer becomes aware that any of the above representations and warranties are not true, Buyer will promptly notify Seller in writing of such matter. In such event, Seller may terminate this Agreement by delivering a notice of termination to Buyer in accordance with this Agreement at any time on or before the earlier of the date that is twenty (20) days after Buyer notifies Seller of any inaccuracy of such representation or warranty or the Closing Date. Within three (3) business days of its delivery of a notice of termination, Buyer shall deliver to Seller a recordable quit claim deed or other recordable instrument evidencing the termination of this Agreement.

G. **Representations and Warranties of Seller.** Seller represents and warrants to Buyer that the statements contained in this Section II.G are true, correct and complete as of the Effective Date of this Agreement or as otherwise provided. For purposes hereof, Seller's "knowledge" shall mean the actual knowledge of Erik Thorvig, Seller's Community Development Director.

1. **Authority.** Seller will have the full power and authority to sell the Property, to execute, deliver and perform its obligations and to enter into and consummate the transaction contemplated by this Agreement; will have duly authorized by the affirmative vote of the requisite number of members of Seller's Board of Commissioners the execution, delivery and performance of this Agreement; and this Agreement will constitute a legal, valid and binding obligation of Seller.

2. Codes and Regulations. Seller has no knowledge of and has received no notice of any uncorrected violation or potential violation from any federal, state or local authority regarding the Property.
3. Wells, Tanks and Septic Systems and Methamphetamine Production. Except as set forth on the Quitclaim Deed, Seller is not aware of any wells, underground storage tanks, or private septic systems on the Property. To the best of Seller's actual knowledge, the Property has not been used for methamphetamine production.
4. Proceedings. There are no existing, nor to Seller's knowledge overtly threatened, proceedings against the Property or owners thereof, either administrative or judicial, on account of any alleged violation of any rules, regulations, orders or directives and there is no litigation or condemnation pending or threatened which would affect the Property or the use thereof by Buyer.
5. Consents. To Seller's knowledge, there are no consents of third parties which are required for the transfer of the Property to Buyer or which are required in connection with the other transactions contemplated by this Agreement.
6. Rights of Others to Purchase Property. Seller has not entered into any other contracts, agreements, letters of intent or understandings, whether oral or written, for the sale of all or any portion of the Property, and there are no existing rights of first refusal or options to purchase all or any portion of the Property, or any other rights of others that might prevent the consummation of this Agreement.
7. Documents True and Correct. All documents delivered by Seller to Buyer in connection with the Property are true, complete and correct in all material respects.

If, prior to Closing, Seller becomes aware that any of the above representations and warranties are not true, Seller will promptly notify Buyer in writing of such matter. In such event, Buyer may terminate this Agreement by delivering a notice of termination to Seller in accordance with this Agreement at any time on or before the earlier of the date that is twenty (20) days after Seller notifies Buyer of any inaccuracy of such representation or warranty or the Closing Date. Within three (3) business days of its delivery of a notice of termination, Buyer shall deliver to Seller a recordable quit claim deed or other recordable instrument evidencing the termination of this Agreement.

H. **Executory Period Obligations of the Authority.** Following the Effective Date, the Authority agrees to take the following actions. For the avoidance of doubt, the Authority's failure to comply with this Section II.H shall be considered a default entitling Buyer to its remedies as set forth in Section V.

1. Control of To Be Acquired Properties. On or before December 31, 2024, the Authority shall have control of the To-Be-Acquired Properties. For purposes of this provision, "control" includes the following: (i) the Authority and the fee owner(s) of the applicable To-Be-Acquired Properties have entered into a binding purchase agreement for the Authority's acquisition of the applicable To-Be-Acquired Properties; or (ii) the Authority has approved a resolution authorizing the Authority

to proceed with a quick-take of the To-Be-Acquired Properties (or portions thereof not otherwise under control pursuant to (i)), has filed and served the petition for the quick-take of the applicable To-Be-Acquired Properties, and is proceeding in good faith to obtain an order approving such quick-take.

2. Possession of the To-Be-Acquired Properties. On or before April 1, 2025, the Authority shall have acquired the To-Be-Acquired Properties, whether by a voluntary disposition by the fee owners thereof or by the recording of an order approving the quick-take of the To-Be-Acquired Properties, and shall have possession of the To-Be-Acquired Properties.

ARTICLE III. (CLOSING)

- A. **Closing.** The closing of the purchase and sale contemplated by this Agreement (whether of the Acquired Properties or any of the To-Be-Acquired Properties, each a “Closing”) shall occur on or before the dates set forth below. Each Closing shall take place at the offices of the Title Company, or at such other location as is acceptable to Buyer and Seller.
 1. Initial Closing. The closing of the purchase and sale of the Acquired Properties shall occur on or before October 11, 2024 (the “Initial Closing Date”), provided that Buyer shall have two (2) options to extend the Initial Closing Date by up to thirty (30) days per extension (each an “Extension”), but in no event shall an extension be after the TIF Bond Sale Date. Each Extension may be exercised by Buyer upon written notice to Seller prior to the then-current Initial Closing Date. For the avoidance of doubt, Buyer must close on the Acquired Properties on or before the TIF Bond Sale Date; as a result, under no circumstances shall Buyer’s extension right exceed the date of the TIF Bond Sale Date. Seller shall deliver possession of the Acquired Properties to Buyer on the Initial Closing Date.
 2. Subsequent Closings. The closing of the purchase and sale of each of the To-Be-Acquired Properties shall each occur on or before the date that is thirty (30) days following Seller’s acquisition of each of the To-Be Acquired Properties (such applicable date being the “Subsequent Closing Date”). Notwithstanding the foregoing, the outside date for the closing of the purchase and sale of all of the To-Be-Acquired Properties shall be on or before May 1, 2025 (the “Outside Closing Date”). Seller shall deliver possession of the To-Be-Acquired Properties to Buyer on the Subsequent Closing Date.
- B. **Seller’s Initial Closing Documents.** On the Initial Closing Date, Seller shall execute and/or deliver to Buyer the following (collectively, “Seller’s Initial Closing Documents”):
 1. A Quitclaim Deed, the form of which is attached hereto as Exhibit B conveying fee simple title to the Acquired Properties as required by this Agreement, subject only to the Permitted Encumbrances **and the forfeiture clause required by Minnesota Statutes Section 469.105, subd. 5, as set forth in more detail in Section IV.B.1 below.**

2. Resolution of Seller approving Master Development Agreement or other Resolution, authorizing Seller's conveyance of the Acquired Properties.
3. A non-foreign (FIRPTA) affidavit containing such information as is required by Internal Revenue Code Section 1445(b)(2) and its regulations.
4. The Seller Bring-Down Certificate with respect to the Acquired Properties.
5. Any additional documents, certificates or agreements reasonably necessary to effectuate the sale contemplated by this Agreement.
6. Seller's information necessary for a Certificate of Real Estate Value.
7. A Settlement Statement.

C. **Buyer's Initial Closing Documents.** On the Closing Date, Buyer will execute and/or deliver to Seller the following (collectively, "Buyer's Initial Closing Documents"):

1. Resolutions of the board of directors, general partner, or managing member of Buyer authorizing the transaction contemplated in this Agreement and acknowledging the authority of the persons executing documents on behalf of Buyer to act on behalf of and bind Buyer.
2. An Affidavit of Buyer, if required by the Title Company, in appropriate and customary form acceptable to Buyer.
3. The Buyer Bring-Down Certificate with respect to the Acquired Properties.
4. Any other instruments, documents or agreements reasonably necessary to effectuate the sale contemplated by this Agreement, in form reasonably acceptable to Buyer.
5. A Certificate of Real Estate Value.
6. A Settlement Statement.

D. **Seller's Subsequent Closing Documents.** On the Closing Date for any of the To-Be-Acquired Properties, Seller shall execute and/or deliver to Buyer the following (collectively, "Seller's Subsequent Closing Documents"):

1. A Quitclaim Deed, the form of which is attached hereto as Exhibit B conveying fee simple title to the applicable To-Be-Acquired Properties as required by this Agreement, subject only to the Permitted Encumbrances **and the forfeiture clause required by Minnesota Statutes Section 469.105, subd. 5, as set forth in more detail in Section IV.B.1 below.**
2. Resolution of Seller authorizing Seller's conveyance of the applicable To-Be-Acquired Properties.

3. A non-foreign (FIRPTA) affidavit containing such information as is required by Internal Revenue Code Section 1445(b)(2) and its regulations.
4. The Seller Bring-Down Certificate with respect to the applicable To-Be-Acquired Properties.
5. Any additional documents, certificates or agreements reasonably necessary to effectuate the sale contemplated by this Agreement.
6. Buyer's information necessary for a Certificate of Real Estate Value.
7. A Settlement Statement.

E. **Buyer's Subsequent Closing Documents.** On the Closing Date, Buyer will execute and/or deliver to Seller the following (collectively, "Buyer's Subsequent Closing Documents"):

1. Resolutions of the board of directors, general partner, or managing member of Buyer authorizing the transaction contemplated in this Agreement and acknowledging the authority of the persons executing documents on behalf of Buyer to act on behalf of and bind Buyer.
2. An Affidavit of Buyer, if required by the Title Company, in appropriate and customary form acceptable to Buyer.
3. The Buyer Bring-Down Certificate with respect to the applicable To-Be-Acquired Properties.
4. Any other instruments, documents or agreements reasonably necessary to effectuate the sale contemplated by this Agreement, in form reasonably acceptable to Buyer.
5. Buyer's information necessary for a Certificate of Real Estate Value.
6. A Settlement Statement.

F. **Prorations.** Seller and Buyer agree to the following prorations and allocations of costs under this Agreement:

1. Seller will pay the state deed tax; the conservation fee;; and any and all closing fees or charges. Buyer shall pay (i) all costs of preparing any Title Commitment, the Survey, and any title policy premiums and endorsement costs; (ii) all costs related to Buyer's financing, including but not limited to mortgage registration tax; and (iii) all costs of recording other than those to be paid by Seller pursuant to the foregoing sentence.
2. Connection Charges. Buyer shall be required to pay the deferred connection charges upon development for the following portions of the Property: (i) Parcel 21-

32-23-23-0003 has two deferred charges for water services at \$54,244.04 and storm drainage \$23,296.77; and (ii) Parcel 21-31-23-22-0005 has a deferred charge for water services at \$57,812.72.

3. Except for assessments as noted above, real estate taxes and any other assessments due and payable in the year of closing shall be prorated between the parties on a daily basis. Buyer and Seller acknowledge that the Property may, in the hands of Seller, be exempt from current property taxes.
4. Buyer shall assume responsibility for any assessments that are levied against the Property after the Closing.

ARTICLE IV. (IMPROVEMENTS AND POST-CLOSING OBLIGATIONS)

- A. **Seller's Improvements and Post-Closing Obligations.** Seller shall have no improvement obligations with regard to the Property. Buyer agrees to take the Property in entirely "AS IS" condition, subject to the terms and conditions of this Agreement and the representations and warranties of Seller as explicitly set forth in this Agreement and any closing document delivered by Seller. Notwithstanding the foregoing or anything to the contrary in this Agreement, in the event that within one (1) year following the applicable Closing Date, Buyer discovers Hazardous Material(s) on any portion of the Property or improvements thereon, Buyer shall receive from Seller a reimbursement equal to the cost necessary to abate or remove such Hazardous Material(s) in accordance with Hazardous Waste Laws for construction of the improvements as contemplated in the Master Development Agreement (the "Hazardous Material(s) Costs") to the extent that the Hazardous Material(s) Costs exceed public grant funds received by Buyer for such costs and provided that the Authority may reimburse Buyer for such Hazardous Material(s) Costs in the form of a credit against the EDA Note, to the extent such Hazardous Material(s) Costs do not exceed the principal balance of the EDA Note.
- B. **Buyer's Improvements and Post-Closing Obligations.** After Closing, Buyer shall commence and complete the following improvements and post-closing obligations:
 1. **Conveyance Subject to Seller's Right of Reentry.** This Agreement and each Quitclaim Deed to be delivered at each Closing, are governed by the provisions of Minnesota Statutes Sections 469.105 relating to the use of the applicable Property. The Quitclaim Deed shall incorporate a covenant running with the land in favor of Seller, as required pursuant to Minnesota Statutes Section 469.105, pursuant to which Seller must, subject to Unavoidable Delays, commence construction of the Minimum Improvements on the applicable Property within one year of the applicable Closing, subject to extensions that may be granted in accordance with Minnesota Statutes Sections 469.105. To the extent permitted by Minnesota law, Seller agrees to subordinate its rights in the applicable Property under such covenant to the interest of any mortgagee providing financing for the construction of the Minimum Improvements. Following satisfaction of the conditions herein,

and upon request by Buyer, Seller agrees to deliver a certificate of completion (in recordable form) evidencing Buyer's satisfaction of the conditions set forth herein.

2. Minimum Improvements. Except as required of Seller pursuant to the Master Development Agreement and subject to the terms and conditions of the Master Development Agreement, Buyer shall construct and install at its expense the Minimum Improvements to be located on the Property in compliance with all municipal and regulatory standards.

ARTICLE V. (REMEDIES)

- A. **Default Prior to Acquired Properties Closing.** In the event of a default under this Agreement prior to Buyer's acquisition of the Acquired Properties, which default is not cured within thirty (30) days following delivery of written notice of such default, the following provisions shall apply:

1. Seller's Remedies. In the event of a default by Buyer prior to Buyer's acquisition of the Acquired Properties, Seller's exclusive remedies shall be: (i) the termination of this Agreement, and upon the terms and conditions set forth herein; and this Agreement shall be null and void without the necessity of further notice and without the need for statutory cancellation proceedings, or any other proceeding. Within three (3) business days of its delivery of a notice of termination, Buyer shall deliver to Seller a recordable quit claim deed or other recordable instrument evidencing the termination of this Agreement.
2. Buyer's Remedies. In the event of a default by Seller hereunder prior to Buyer's acquisition of the Acquired Properties, Buyer's exclusive remedies shall be: (i) the termination of this Agreement, by providing Seller with a recordable quit claim deed or other recordable instrument evidencing the termination of this Agreement, and upon the terms and conditions set forth herein; and this Agreement shall be null and void without the necessity of further notice and without the need for statutory cancellation proceedings, or any other proceeding and return of the applicable portion of Buyer's Earnest Money as liquidated damages; or (ii) to seek specific performance of this Agreement, provided such specific performance action is commenced within six (6) months of the date Buyer becomes aware of such default.

- B. **Default After Acquired Properties Closing.**

1. Seller's Remedies. If Buyer defaults after Buyer's acquisition of the Acquired Properties but prior to the acquisition of the To-Be-Acquired Properties, provided that Seller has acquired the To-Be-Acquired Properties, Seller's exclusive remedy shall be the termination of this Agreement, and upon the terms and conditions set forth herein; and this Agreement shall be null and void without the necessity of further notice and without the need for statutory cancellation proceedings, or any other proceeding.

2. **Buyer's Remedies.** If the Authority or the City defaults after Buyer's acquisition of the Acquired Properties, Buyer shall be entitled to either (a) seek specific performance of this Agreement, which includes Seller's post-closing reimbursement obligations, provided such action is commenced within twenty-four (24) months of the date Buyer becomes aware of such default, or (b) give notice to Seller of its election to reconvey the Property acquired by Buyer hereunder, in which case the following shall apply: (i) Buyer shall be entitled to a reimbursement from the Authority and/or the City for the Purchase Price (provided that to the extent the Purchase Price was paid using funds from a mortgagee, such funds shall be used to pay down such mortgage prior to reconveyance), all costs and expenses incurred by Buyer or its Affiliate(s) as of the date of such notice with respect to the Master Development Agreement; and (ii) Buyer shall deliver, and Seller shall accept (1) possession of such Property "AS IS" condition and (2) a quit claim deed for such Property. In any event, if the EDA fails to acquire the To-Be-Acquired Properties as required under this Agreement, Buyer shall be entitled to a reimbursement of the \$3,011,799.00 following such default (whether through a reimbursement of the Purchase Price as provided in the prior sentence or otherwise).

ARTICLE VI. (MISCELLANEOUS)

- A. **Purchase "As Is".** Except as expressly warranted herein or in any closing document or deliverable, and subject to the terms hereof, Buyer accepts the Property in an "as is," "where is" condition, with all the faults, defects and deficiencies, including the Property's environmental and geotechnical condition. Subject to the terms hereof, including but not limited to Section IV.A, Buyer hereby waives any and all rights or claims for contribution, indemnity, reimbursement or damages arising under any federal, state or local law (including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC § 9601 et seq., and the Minnesota Environmental Response and Liability Act, Minn. Stat. § 115B.01 et. seq.), or under the common law, relating to environmental, health, or safety matters, recognizing that Seller is only a conduit with respect to the Property and has undertaken no activities of its own with respect to it except environmental remediation. These "as is" and environmental waiver provisions shall be restated in the Quitclaim Deed and shall be binding upon Buyer's successors and assigns.
- B. **Time of Essence.** The Parties hereby acknowledge that time is of the essence in this Agreement.
- C. **Notices.** All notices, demands and requests which may be given or served or which are required to be given or waived by either party to the other shall be in writing and shall be sent via United States mail, certified mail, return receipt requested, postage prepaid, or nationally recognized overnight courier, or via email, addressed as follows:

If to the City: City of Blaine
Blaine, MN 55102
Attn: City Manager
Email: [REDACTED]

Copy to: City of Blaine (OFS)
Blaine, MN 55102
Attn: Finance Director
Email: [REDACTED]

And: Eckberg Lammers, P.C.
1809 Northwestern Avenue S
Stillwater, MN 55082
Attn: City Attorney
Email: elarson@eckberglammers.com

If to the Authority: Economic Development Authority
of the City of Blaine, Minnesota (HRA)
Blaine, MN 55102
Attn: Executive Director
Email: [REDACTED]

Copy to: Eckberg Lammers, P.C.
1809 Northwestern Ave S
Stillwater, MN 55082
Attention: Eric Larson
Email: elarson@eckberglammers.com

If to Buyer: Blaine Town Center East LLC
3020 France Avenue South
Minneapolis, MN 55416
Attn: Robb Bader and Corey Burstad
Email: rbader@badercompanies.com and
corey@elevagegroup.com

Copy to: Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402-4629
Attn: Erin Mathern
Email: emathern@winthrop.com

Notices, demands and requests by the Parties given in this manner shall be deemed sufficiently served or given for all purposes hereunder at the earlier of actual receipt or three (3) business days after mailing by U.S. Mail or one (1) business day after deposit with an overnight courier. Notices, demands and requests sent by email shall be deemed sufficiently served or given on the date of transmission for all purposes hereunder upon

sending, provided that no bounce-back or error message is received by the sender immediately thereafter. Either party may change the place to which notices are to be sent by serving a written notice thereof upon the other in accordance with the terms hereof.

- D. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon, the respective parties hereto and their respective successors and assigns.
- E. **Brokers.** Seller and Buyer each represents and warrants to the other that it has retained no broker or agency with regard to this sale, and no fee is owed to any such broker or agency with respect hereto. Seller and Buyer agree to indemnify and hold each other harmless from all claims, damages, costs or expenses of or for any other such fees or commissions resulting from their actions or agreements regarding the execution or performance of this Agreement and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorneys' fees.
- F. **Survival.** The terms and conditions of this Agreement, together with Seller's and Buyer's applicable warranties and representations contained herein (each of such warranties and representations to be deemed restated and to be true and correct on the Closing Date) shall survive the Closing for a period of one (1) year, except for Article IV, Article V, and Article VI, each of which shall survive until completed.
- G. **Assignment.** This Agreement may not be assigned by Buyer without Seller's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, prior to Closing, Buyer shall have the right to assign this Agreement (i) for financing purposes, and (ii) to an Affiliate of Buyer, all without first obtaining Seller's written consent.
- H. **Attorneys' Fees.** If either party shall be required to employ an attorney to enforce or defend the rights of such party hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees.
- I. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota, without regard to its rules governing conflicts of laws, and any legal action shall be venued in Anoka County, State of Minnesota.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective the date first above written.

THE CITY:
CITY OF BLAINE, MINNESOTA

By: _____
Its Mayor

By: _____
Its Director, Office of Financial Services

SELLER:
ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF BLAINE, MINNESOTA

By: _____
Its Chair or Commissioner

By: _____
Its Executive Director

By: _____
Its Director, Office of Financial Services
of the City

Approved as to Form

City Attorney

BUYER:
BLAINE TOWN CENTER EAST LLC

By: _____
Name: _____
Its: _____

EXHIBIT A-1
LEGAL DESCRIPTION OF THE ACQUIRED PROPERTIES

[Eric: We ordered updated commitments from All American so should be able to update the descriptions accordingly here soon.]

EXHIBIT A-2
LEGAL DESCRIPTION OF THE TO-BE-ACQUIRED PROPERTIES

[Eric: We ordered updated commitments from All American so should be able to update the descriptions accordingly here soon.]

EXHIBIT B
**FORM OF QUITCLAIM DEED;
PERMITTED ENCUMBRANCES**

[See attached.]

(Top 3 inches reserved for recording data)

QUITCLAIM DEED

eCRV number: _____

DEED TAX DUE: \$ _____

DATE: _____
(month/day/year)

FOR VALUABLE CONSIDERATION, [the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF BLAINE, MINNESOTA, a public body corporate and politic organized and existing under the laws of the State of Minnesota OR the City of Blaine, Minnesota, a body politic and corporate under the laws of the State of Minnesota] ("**Grantor**"), hereby conveys and quitclaims to BLAINE TOWN CENTER EAST LLC, a limited liability company under the laws of the State of Minnesota ("**Grantee**"), real property in Anoka County, Minnesota, legally described as follows:

See Exhibit A attached hereto.

Check here if all or part of the described real property is Registered (Torrens) ☒

together with all hereditaments and appurtenances belonging thereto and subject to the one-year forfeiture under Minnesota Statutes section 469.105(5) pursuant to that certain Purchase Agreement between City of Blaine, the Economic Development Authority of the City of Blaine, Minnesota, and Blaine Town Center East LLC, dated [_____, 2024].

Check applicable box:

- ☒ The Seller certifies that the Seller does not know of any wells on the described property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____.)
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

GRANTOR:

[ECONOMIC DEVELOPMENT AUTHORITY OF THE
CITY OF BLAINE, MINNESOTA, a public body corporate
and politic organized and existing under the laws of the
State of Minnesota]

By: _____
Its Chair or Commissioner

By: _____
Its Executive Director

By: _____
Its Director, Office of Financial Services of the
City

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by
_____, the _____ of the Economic Authority of the City of Blaine,
Minnesota, on behalf of the Economic Development Authority of the City of Blaine, Minnesota.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by
_____, the Executive Director of the Economic Development Authority of
the City of Blaine, Minnesota, on behalf of the Economic Development Authority of the City of Blaine, Minnesota.

Notary Public

[Continued on following page]

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____ and _____, the Director, Office of Financial Services of the City of Blaine, Minnesota, on behalf of the Economic Development Authority of the City of Blaine, Minnesota.

Notary Public

GRANTOR:

[The City of Blaine, Minnesota, a body politic and
corporate under the laws of the State of Minnesota]

By: _____
Its: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____ the _____ of the City of Blaine, Minnesota, on behalf of the City of Blaine, Minnesota, a body politic and corporate under the laws of the State of Minnesota.

THIS INSTRUMENT WAS DRAFTED BY:
Eric D. Larson
Eckberg Lammers, P.C.
1809 Northwestern Avenue S
Stillwater, Minnesota 55082

TAX STATEMENTS FOR THE REAL PROPERTY
Blaine Town Center East LLC
3020 France Avenue South
Minneapolis, MN 55416
Attn: Robb Bader

29653185v5

**EXHIBIT A
TO QUITCLAIM DEED**

Legal Description

[Legal Description to be inserted]

**EXHIBIT B
TO QUITCLAIM DEED**

Permitted Encumbrances

1. Building, zoning and subdivision statutes, laws, ordinances and regulations.
2. Reservations and minerals or mineral rights in favor of the State of Minnesota, if any.
3. The lien of real estate taxes not yet due and payable.
4. A forfeiture provision satisfying the requirements of Minn. Stat. § 469.065, subd. 6, which will be included in the Quitclaim Deed Seller delivers to Buyer at Closing.
5. [Other Permitted Encumbrances to be based upon title objection procedure.]



City of Blaine Staff Report

File Number: RES 24-180

Agenda Date	Status
September 16, 2024	
In Control	File Type
City Council	Resolution

Administration - Jason Zimmerman, Finance Director

Agenda Item # 11.6

Resolution Authorizing the Sale of General Obligation Improvement and Equipment Bonds, Series 2024B, Subject to Certain Parameters

Executive Summary

Council is requested to authorize the competitive negotiated sale of General Obligation Improvement and Equipment Bonds in order to finance various utility infrastructure activities, pavement management projects, and the acquisition of capital equipment, consistent with the 2024-2028 Capital Improvement Plan.

Background

Consistent with the 2024-2028 Capital Improvement Plan that was adopted by City Council in December 2023, utility infrastructure improvements, pavement management projects, and various equipment purchases (Exhibit A) have been anticipated to be funded through bond proceeds.

The Series 2024B bonds are a general obligation of the City, secured by its full faith and credit and taxing power. The bonds have been structured with a repayment term of 15 years for utility improvements, 15 years for pavement management projects, and five years for equipment purchases.

Debt service is anticipated to be financed as follows:

- Utility Improvements - Fees charged to utility customers (Water, Sewer, Stormwater).
- Pavement Management Projects - Special assessments applied to benefiting property owners and the property tax levy.
- Equipment Purchases - Fees charged to utility customers and the property tax levy.

The City has retained Baker Tilly as its independent municipal advisor for the sale of the bonds and is requesting authorization for them to solicit proposals in accordance with Minnesota Statutes. In

conjunction with the sale, Baker Tilly is to prepare the Official Statement for the bonds, with the cooperation of City staff, and to execute and deliver it on behalf of the City upon its completion.

For awarding a bond sale, Blaine customarily coordinates the sale process to coincide with regularly scheduled City Council meetings. Typically, the City receives competitive bids the morning of a Council meeting and then the Council acts on the award resolution that same evening. In the overwhelming number of cases, this works very well for the City.

Issues such as market volatility, unique or unusual characteristics of a bond structure, or the potential lack of a quorum to award the bids may result in justification to request greater flexibility in the bonding process. An alternative to the traditional bonding method is an awarding resolution process which permits a separately designated committee to authorize awarding of the sale. This option is referred to as a 'parameters resolution' approach, which includes the process outlined below:

1. The Council adopts a "parameters resolution" prior to the sale date. The parameters resolution authorizes the formation of a pricing committee consisting of the City Manager and the Finance Director. The pricing committee is then authorized by the parameters resolution to sign a contract (the bond purchase agreement) to sell the bonds to an underwriter, so long as several financial benchmarks, or parameters, are satisfied. These parameters are:
 - a. Maximum (par) amount of \$32,035,000
 - b. Maximum interest rate (true interest cost) of 4.00%
 - c. Final maturity date of February 1, 2040
 - d. Award of sale within 90 days
2. The City and Baker Tilly conduct the bond sale, and the pricing committee awards the sale and executes the bond purchase agreement if the best bid for the bonds falls within the parameters specified in the parameters resolution.
3. Representatives from Baker Tilly present the outcome of the bond sale at the following regularly scheduled City Council Meeting.

Significant Dates - 2024B Bond Sale (Anticipated):

Mon., Sept. 16	City Council considers Resolution authorizing parameters
Fri., Sept. 20	Comments to Baker Tilly on the first draft of the Preliminary Official Statement
Week of Sept. 30	Rating conference conducted
Thu., Oct. 9	Receipt of rating and rating report
Mon., Oct. 21	Sale of the bonds (10:00 am) and consideration of the award of the bonds by the pricing committee
Wed., Nov. 14	Receipt of proceeds and settlement of the bonds

Strategic Plan Relationship

The issuance of debt to finance street improvements aligns with the City's adopted strategic priorities of a well-maintained infrastructure and financial stability.

Board/Commission Review

Not required.

Financial Impact

The proceeds of the bond sale will be used to fund infrastructure improvements and the acquisition of capital equipment, consistent with the 2024-2028 Capital Improvement Plan. The associated debt is anticipated to be repaid with the general tax levy, special assessments, and revenues generated by the benefiting utility funds. The full financial impact will be known at the time of sale.

Public Outreach/Input

This action serves to notify the public of the City's intent to issue bonds to finance improvements and acquisition of capital equipment.

Staff Recommendation

By motion, adopt the resolution authorizing the Sale of General Obligation Improvement and Equipment Bonds Series 2024B, in the maximum principal amount of \$32,035,000; fixing their form and specifications; directing their execution and delivery; providing for the payment; and establishing a pricing committee.

Attachment List

1. General Obligation Improvement and Equipment Bonds - Series 2024B - Parameters Resolution
2. Exhibit B - Summary of Purchases to be Funded with Debt Proceeds



City of Blaine

Signature Copy

Resolution: RES 24-180

Resolution Authorizing the Sale of General Obligation Improvement and Equipment Bonds, Series 2024B, Subject to Certain Parameters

See attached.

Extract of Minutes of Meeting
of the City Council of the City of
Blaine, Anoka and Ramsey Counties, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Blaine, Minnesota, was duly held in the City Hall in said City on Monday, September 16, 2024, commencing at 7:00 P.M.

The following members were present:

and the following were absent:

* * *

* * *

* * *

Member _____ introduced the following resolution, and moved its adoption:

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE SALE OF GENERAL
OBLIGATION IMPROVEMENT AND EQUIPMENT BONDS,
SERIES 2024B, SUBJECT TO CERTAIN PARAMETERS;
FIXING THEIR FORM AND SPECIFICATIONS;
DIRECTING THEIR EXECUTION AND DELIVERY;
AND PROVIDING FOR THEIR PAYMENT

BE IT RESOLVED By the City Council of the City of Blaine, Anoka and Ramsey Counties, Minnesota (the “City”) as follows:

Section 1. Sale of Bonds.

1.01. It is determined that:

(a) certain assessable public improvements in the City including the costs of various street and utility improvement projects, including without limitation the 2024 Street Improvements (the “Improvements”) have been duly ordered by the City;

(b) the City is authorized by Minnesota Statutes, Chapter 429 (the “Improvement Act”) to finance all or a portion of the cost of the Improvements by the issuance of general obligation bonds of the City payable from special assessments levied against benefited property and ad valorem taxes;

(c) The City is authorized by Minnesota Statutes, Sections 410.32(g) and 412.301 and Minnesota Statutes, Chapter 475, as amended (the “Equipment Act”) to finance the acquisition of items of capital equipment (the “Equipment”), subject to certain limitations contained in the Equipment Act;

(d) As required by the Equipment Act, (i) the expected useful life of each item of Equipment is or will be at least as long as the term of the of the Equipment Certificates (as defined below); and (ii) the principal amount of the Equipment Certificates will not exceed 0.25% of the estimated market value of taxable property in the City for taxes payable in 2024, which is the market value as last finally equalized;

(e) It is necessary and expedient to the sound financial management of the affairs of the City to issue its General Obligation Improvement and Equipment Bonds, Series 2024B (the “Bonds”), subject to certain parameters provided herein, to provide financing for the Improvements pursuant to the Improvement Act (the “Improvement Bonds”) and the Equipment pursuant to the Equipment Act (the “Equipment Certificates”).

1.02 Terms of Bond Sale; Notices. The City has retained Baker Tilly Municipal Advisors LLC, St. Paul, Minnesota (“Baker Tilly”) as independent municipal advisor, and, pursuant to Minnesota Statutes, Section 475.60, subdivision 2, paragraph 9, Baker Tilly is hereby authorized to solicit proposals for the Bonds on behalf of the City on a competitive basis without requirement of published notice. The City hereby establishes a pricing committee with respect to

the sale of the Bonds comprised of the City Manager and the City Finance Director (the “Pricing Committee”). The Pricing Committee is authorized and directed, upon satisfaction of the conditions for the issuance of the Bonds under the Act and with the advice of Baker Tilly MA, to (i) review proposals for the sale of the Bonds; (ii) award the sale of the Bonds to the prospective purchaser (the “Purchaser”), not later than 90 days from the date hereof, in an aggregate principal amount not to exceed \$32,035,000 plus any premium, with a true interest cost not to exceed 4.00% and a final maturity not later than February 1, 2040; (iii) approve the dates for optional redemption or any mandatory sinking fund redemption schedule; (iv) approve the principal amounts and maturities of each of the Improvement Bonds and the Equipment Certificates; and (v) approve the tax levies for the repayment of each of the Improvement Bonds and the Equipment Certificates all as set forth in a Pricing Certificate executed by the Pricing Committee (the “Pricing Certificate”). Subject to a determination by the Pricing Committee, the City hereby approves the sale of the Bonds to the Purchaser, at the price, par bond principal amount, maturity schedule, and rates to be determined by the Pricing Committee based on the lowest true interest cost.

1.03. Contract with the Purchaser. Any amount paid by the Purchaser over the minimum purchase price shall be credited to the accounts in the Debt Service Fund hereinafter created, or deposited in the accounts in the Construction Fund hereinafter created, as determined by the City Finance Director after consultation with the City’s municipal advisor. The Mayor and City Manager are authorized to execute a contract with the Purchaser on behalf of the City, if requested by the Purchaser.

1.04 Terms and Principal Amounts of the Bonds. Subject to a determination by the Pricing Committee, the City will forthwith issue and sell the Bonds pursuant to Improvement Act and the Equipment Act (collectively, the “Act”), in an aggregate principal amount not to exceed \$32,035,000 plus any premium, originally dated as of the date of issuance, in fully registered form, in denominations of \$5,000 each or any integral multiple thereof, numbered No. R-1 upward, bearing interest as determined by the Pricing Committee, and maturing on February 1 in the years and amounts as determined by the Pricing Committee.

As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts as set forth in the principal repayment schedule in the Pricing Certificate, and corresponding additions may be made to the provisions of the applicable Bond(s).

1.05. Optional Redemption. The Pricing Committee will determine whether and when the Bonds will be subject to optional redemption prior to maturity. If the Bonds are subject to optional redemption, the following provisions shall apply: 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 will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 6 hereof) of the particular amount of such maturity to be prepaid. 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. Prepayments will be at a price of par plus accrued interest.

Section 2. Form; Registration.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2025 or such other date determined by the Pricing Committee, to the registered owners thereof of record as of the close of business on the 15th day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The City will appoint, and will maintain, a bond registrar, transfer agent, authenticating agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar will keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the 15th day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. Whenever any Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner’s attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is, at any time, registered, as of the applicable record date, in the bond register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to the Registrar that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to the Registrar and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, written notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) at least 30 days prior to the redemption date to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints U.S. Bank Trust Company, National Association, St. Paul, Minnesota, as the initial Registrar. The Mayor and the City Manager are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the

successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the City Finance Director must transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Finance Director and executed on behalf of the City by the signatures of the Mayor and the City Manager, provided that all signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of any Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed and authenticated, the City Finance Director will deliver the same to the Purchaser thereof upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

2.06. Form of Bonds. The Bonds will be printed or typewritten in substantially the form set forth in **EXHIBIT A** attached hereto.

2.07. Approving Legal Opinion. The City Finance Director is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, which will be complete except as to dating thereof and will cause the opinion to be printed on or accompany each Bond.

Section 3. Funds and Accounts; Security; Payment.

3.01. Debt Service Fund and Accounts Maintained Therein. For the convenience and proper administration of the moneys to be borrowed and repaid on the Bonds, and to provide adequate and specific security for the Purchaser and holders from time to time of the Bonds, there is hereby created a special fund to be designated the “General Obligation Improvement and Equipment Certificates, Series 2024B Debt Service Fund (the “Debt Service Fund”). The Debt Service Fund shall be administered and maintained by the City Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Debt Service Fund will be maintained in the manner herein specified until all of the Bonds and the interest thereon have been fully paid. The City will maintain the following accounts in the Debt Service Fund: the “Improvement Account” and the “Equipment Account.” Amounts in the Improvement Account are irrevocably pledged to the Improvement Bonds and amounts in the Equipment Account are irrevocably pledged to the Equipment Certificates.

(a) Improvement Account. To the Improvement Account in the Debt Service Fund, there is hereby pledged and irrevocably appropriated and there will be credited: (i) proceeds

of ad valorem property taxes levied as determined by the Pricing Committee and allocated to the payment of debt service on the Improvement Bonds as set forth in the Pricing Certificate (the “Improvement Taxes”) and the special assessments levied against the property specially benefited by the Improvements (the “Assessments”); (ii) capitalized interest financed from Improvement Bond proceeds, if any; (iii) a pro rata portion of any amount over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; (iv) all investment earnings on funds in the Improvement Account of the Debt Service Fund; and (v) any and all other moneys which are properly available and are appropriated by the City Council to the Improvement Account of the Debt Service Fund. The Debt Service Fund will be maintained in the manner herein specified until all of the Improvement Bonds and the interest thereon will have been fully paid. The City Finance Director will report to the City Council any current or anticipated deficiency in the Improvement Account in the amount necessary to pay the principal of and interest on the Improvement Bonds when due. If a payment of principal or interest on the Improvement Bonds becomes due when there is not sufficient money in the Improvement Account in the Debt Service Fund to pay the same, the City Finance Director is directed to pay such principal or interest from other funds of the City, and such fund will be reimbursed for those advances out of the proceeds of Assessments and Improvement Taxes when collected.

(b) Equipment Account. To the Equipment Account in the Debt Service Fund there is hereby pledged and irrevocably appropriated and there will be credited: (i) proceeds of ad valorem property taxes levied as determined by the Pricing Committee and allocated to the payment of debt service on the Equipment Certificates as set forth in the Pricing Certificate (the “Equipment Taxes”); (ii) capitalized interest financed from Equipment Bond proceeds, if any; (iii) a pro rata portion of the amount over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; (iv) all investment earnings on amounts in the Equipment Account of the Debt Service Fund; and (v) any and all other moneys which are properly available and are appropriated by the City Council to the Equipment Account. The City Finance Director will report to the City Council any current or anticipated deficiency in the Equipment Account in the amount necessary to pay the principal of and interest on the Equipment Certificates when due. If a payment of principal or interest on the Equipment Certificates becomes due when there is not sufficient money in the Equipment Account in the Debt Service Fund to pay the same, the City Finance Director is directed to pay such principal or interest from the general fund of the City, and the general fund will be reimbursed for the advances out of the proceeds of Equipment Taxes and when collected.

3.02 Construction Fund. The City hereby creates the General Obligation Improvement and Equipment Certificates, Series 2024B Construction Fund (the “Construction Fund”) to be administered and maintained by the City Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The City will maintain the following accounts in the Construction Fund: the “Improvement Account” and the “Equipment Account.” Amounts in the Improvement Account will be used to construct the Improvements and amounts in the Equipment Account are will be used to acquire the Equipment.

(a) Improvement Account. Proceeds of the Improvement Bonds, less the appropriations made in Section 3.01(a), together with the any other funds appropriated for the Improvements and the Assessments and Taxes collected during the construction of the Improvements will be deposited in the Improvement Account of the Construction Fund to be used solely to defray expenses of the Improvements and the payment of principal of and interest on the Improvement Bonds prior to the completion and payment of all costs of the Improvements. Any balance remaining in the Improvements Account of the Construction Fund after completion of the Improvements and payment of the costs thereof, may be used to pay the cost in whole or in part of any other improvement instituted under the Act under the direction of the City Council or may be used as provided in Minnesota Statutes, section 475.65, under the direction of the City Council. Thereafter, the Improvements Account of the Construction Fund is to be closed and any remaining balances therein and subsequent collections of Assessments for the Improvements and any Taxes are to be deposited in the Improvements Account of the Debt Service Fund.

(b) Equipment Account. Proceeds of the Equipment Certificates, less the appropriations made in Section 3.01(b) hereof, will be deposited in the Equipment Account of the Construction Fund to be used solely to defray expenses of acquiring the Equipment. Any balance remaining in the Equipment Account, after the Equipment has been acquired and the cost thereof have been paid, may be used as provided in Minnesota Statutes, section 475.65, under the direction of the City Council. Thereafter, the Equipment Account of the Construction Fund is to be closed and any balance remaining therein is to be deposited in the Equipment Account of the Debt Service Fund.

3.03. Covenants with Respect to the Improvement Bonds. It is hereby determined that the Improvements will directly and indirectly benefit abutting property and other identified property, and the City hereby covenants with the holders from time to time of the Improvement Bonds as follows:

(a) The City has caused or will cause the Assessments for the Improvements to be promptly levied so that the first installment will be collectible not later than 2025 and will take all steps necessary to assure prompt collection, and the levy of the Assessments is hereby authorized. The City Council will cause to be taken with due diligence all further actions that are required for the construction of each Improvement financed wholly or partly from the proceeds of the Improvement Bonds, and will take all further actions necessary for the final and valid levy of the Assessments and the appropriation of any other funds needed to pay the Improvement Bonds and interest thereon when due.

(b) In the event of any current or anticipated deficiency in Assessments and Improvement Taxes, the City Council will levy additional ad valorem taxes in the amount of the current or anticipated deficiency.

(c) The City will keep complete and accurate books and records showing: receipts and disbursements in connection with the Improvements, Assessments and Improvement Taxes levied therefor and other funds appropriated for their payment,

collections thereof and disbursements therefrom, monies on hand and, the balance of unpaid Assessments and Improvement Taxes.

(d) The City will cause its books and records to be audited at least annually and will furnish copies of such audit reports to any interested person upon request.

3.04. Pledge of Taxes.

(a) Improvement Bonds. It is determined that at least 20% of the cost of the Improvements will be specially assessed against benefited properties. For the purpose of paying the principal of and interest on the Improvement Bonds, there is levied the Improvement Taxes upon all of the taxable property in the City, which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. The Improvement Taxes will be credited to the Improvement Account of the Debt Service Fund above provided and will be in the years and amounts as to be set for in the Pricing Certificate. The tax levies will be irrepealable so long as any of the Improvement Bonds are outstanding and unpaid, provided that the City reserves the right to reduce the levies in the manner and to the extent permitted by Section 475.61, subdivision 3 of the Act, and the County Auditors of Anoka and Ramsey Counties, Minnesota (collectively the "County Auditor") will thereupon reduce the levy collectible during such year by the amount so certified.

(b) Equipment Certificates. For the purpose of paying the principal of and interest on the Equipment Certificates, there is hereby levied the Equipment Taxes upon all of the taxable property in the City, which Equipment Taxes will be spread upon the tax rolls and collected with and as part of other general taxes of the City. Such Equipment Taxes will be credited to the Equipment Account of the Debt Service Fund above provided and will be in the years and amounts as to be set for in the Pricing Certificate. The tax levies will be irrepealable so long as any of the Equipment Certificates are outstanding and unpaid, provided that the City reserves the right to reduce the levies in the manner and to the extent permitted by Section 475.61, subdivision 3 of the Act, and the County Auditor will thereupon reduce the levy collectible during such year by the amount so certified.

3.05. Debt Service Coverage. It is hereby determined that the estimated collections of Assessments and the Improvement Taxes will produce at least 5% in excess of the amount needed to meet when due the principal and interest payments on the Improvement Bonds, the estimated collection of the foregoing Equipment Taxes will produce at least 5% in excess of the amount needed to pay, when due, the principal and interest payments on the Equipment Certificates.

3.06. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City will be and are hereby irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

3.07. Registration of Resolution. The City Clerk is directed to file a certified copy of this resolution with the County Auditors of Anoka and Ramsey Counties and to obtain the certificate required by Minnesota Statutes, Section 475.63.

Section 4. Authentication of Transcript.

4.01. City Proceedings and Records. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, will be deemed representations of the City as to the facts stated therein.

4.02. Certification as to Official Statement. The Mayor, City Manager, and Finance Director, or any of them, are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is, as of the date thereof, a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement, as it relates to the City and the Bonds.

4.03. Other Certificates. The Mayor, City Manager, and Finance Director, or any of them, are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor, City Manager, and Finance Director, or any of them, shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Finance Director shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

4.04. Electronic Signatures. The electronic signature of the Mayor, City Manager, and Finance Director, or any of them, to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) "electronic signature" means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or Adobe or a similarly digitally auditable signature gathering process; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

Section 5. Tax Covenants.

5.01. Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure

that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds. To that end, the City will comply with all requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, and limitations on amounts invested at a yield greater than the yield on the Bonds.

5.02. Rebate. The City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States (unless the City qualifies for any exception to the rebate requirements based on timely expenditure of proceeds of the Bonds in accordance with the Code and applicable Treasury Regulations).

5.03. No Designation of Qualified Tax -Exempt Obligations. The Bonds have not been designated as a “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code.

5.04. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code.

5.05. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 6. Book-Entry System; Limited Obligation of City.

6.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in the Pricing Certificate. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

6.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar) of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other

person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Manager of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co.," will refer to such new nominee of DTC; and upon receipt of such a notice, the City Manager will promptly deliver a copy of the same to the Registrar and Paying Agent.

6.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

6.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

6.05. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 7. Continuing Disclosure.

7.01. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure

of the City to comply with the Continuing Disclosure Certificate is not an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

7.02. Execution of Continuing Disclosure Certificate. “Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate executed by the Mayor and City Manager and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

Section 8. Defeasance. When the Bonds (or all of any of the Improvement Bonds or Equipment Certificates portion thereof) and all accrued interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution (with respect to the Improvement Bonds or Equipment Certificates portion of the Bonds, as the case may be) to holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds (or all of either the Improvement Bonds or Equipment Certificates portion thereof) which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full or by depositing irrevocably in escrow, with a suitable institution qualified by law as an escrow agent for this purpose, cash or securities which are backed by the full faith and credit of the United States of America, or any other security authorized under Minnesota law for such purpose, bearing interest payable at such times and at such rates and maturing on such dates and in such amounts as shall be required and sufficient, subject to sale and/or reinvestment in like securities, to pay said obligation(s), which may include any interest payment on such Bond and/or principal amount due thereon at a stated maturity (or if irrevocable provision shall have been made for permitted prior redemption of such principal amount, at such earlier redemption date). If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

Passed and adopted this 16th day of September, 2024.

Mayor

Attest:

City Clerk

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon 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

EXHIBIT A

FORM OF BOND

No. R-__ UNITED STATES OF AMERICA \$ _____
STATE OF MINNESOTA
COUNTIES OF ANOKA AND RAMSEY
CITY OF BLAINE

**GENERAL OBLIGATION IMPROVEMENT AND EQUIPMENT
BOND, SERIES 2024B**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	_____, 2024	

Registered Owner: Cede & Co.

The City of Blaine, Minnesota, a duly organized and existing municipal corporation in Anoka and Ramsey Counties, Minnesota (the “City”), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum set forth above on the Maturity Date specified above, unless called for earlier redemption, with interest thereon from the date hereof at the annual Interest Rate specified above (calculated on the basis of a 360-day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing _____ 1, 202__, to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by U.S. Bank Trust Company, National Association, St. Paul, Minnesota, as Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 20__, and on any date thereafter to prepay Bonds due on or after February 1, 20__. 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 will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company (“DTC”) of the particular amount of such maturity to be prepaid. 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. Prepayments will be at a price of par plus accrued interest.

The City Council has not designated the issue of Bonds of which this Bond forms a part as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code") relating to disallowance of interest expense for financial institutions.

This Bond is one of an issue in the aggregate principal amount of \$_____ all of like original issue date and tenor, except as to number, denomination, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the City Council on September 16, 2024 (the "Resolution"), for the purpose of providing money to finance the construction of various public improvement projects, and the acquisition of capital equipment within the City, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapters 429 and 475, Sections 410.32(g) and 412.301 and the principal hereof and interest hereon are payable from special assessments levied against property specially benefited by local improvements, and from ad valorem taxes, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property, in the City in the event of any deficiency in special assessments and ad valorem taxes pledged, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been

done, do exist, have happened and have been performed in regular and due form, time and manner, that prior to the issuance of this bond the City Council of the City has provided funds for the payment of principal and interest on the bonds of this issue as the same become due, but the full faith and credit of the City is pledged for their payment and additional taxes will be levied, if required for such purpose, without limitation as to the rate of amount; and that this bond, together with all other indebtedness of the City outstanding on the date of its issuance, does not exceed any constitutional, statutory or charter limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Blaine, Anoka and Ramsey Counties, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Manager and has caused this Bond to be dated as of the date set forth below.

Dated: _____, 2024

CITY OF BLAINE, MINNESOTA

(Facsimile)
City Manager

(Facsimile)
Mayor

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION

By _____
Its Authorized Representative

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants
in common

UNIF GIFT MIN ACT _____ Custodian _____
(Cust) (Minor)

TEN ENT -- as tenants
by entireties

under Uniform Gifts or
Transfers to Minors

JT TEN -- as joint tenants with
right of survivorship and
not as tenants in common

Act
(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

(Include information for all joint owners if this Bond
is held by joint account.)

Please insert social security or other
identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on
the books of the Registrar in the name of the person last noted below.

Date of Registration

_____, 2024

Registered Owner

Cede & Co.

Federal ID #13-2555119

Signature of Registrar

STATE OF MINNESOTA
COUNTY OF ANOKA

COUNTY AUDITOR'S
CERTIFICATE AS TO
TAX LEVY AND
REGISTRATION

I, the undersigned County Auditor of Anoka County, Minnesota, hereby certify that a certified copy of a resolution adopted by the City Council of the City of Blaine, Minnesota, on September 16, 2024, and the accompanying Certificate of Pricing Committee levying taxes for the payment of its \$_____ General Obligation Improvement and Equipment Bonds, Series 2024B, dated as of date of delivery, has been filed in my office and said obligations have been registered on the register of obligations in my office and that such tax has been levied as required by law.

WITNESS My hand and official seal this _____ day of _____, 2024.

County Auditor
Anoka County, Minnesota

Deputy

STATE OF MINNESOTA
COUNTY OF RAMSEY

COUNTY AUDITOR'S
CERTIFICATE AS TO
TAX LEVY AND
REGISTRATION

I, the undersigned County Auditor of Anoka County, Minnesota, hereby certify that a certified copy of a resolution adopted by the City Council of the City of Blaine, Minnesota, on September 16, 2024, and the accompanying Certificate of Pricing Committee levying taxes for the payment of its \$_____ General Obligation Improvement and Equipment Bonds, Series 2024B, dated as of date of delivery, has been filed in my office and said obligations have been registered on the register of obligations in my office and that such tax has been levied as required by law.

WITNESS My hand and official seal this _____ day of _____, 2024.

County Auditor
Anoka County, Minnesota

Deputy

Exhibit B

Fund and Type	Amount
Capital Equipment	3,024,467
Capital Equipment	3,024,467
Pavement Management	12,992,400
T2404 - 2024 85th Ave	445,000
T2405 - 2024 NW Area Street Reconstruction	2,311,600
T2406 - 2024 Pleasure Creek Area Street Reconstruction	4,731,000
T2407 - 2024 SW Area Street Reconstruction	5,504,800
Sewer Utility	5,248,000
Capital Equipment	287,000
T2405 - 2024 NW Area Street Reconstruction	63,000
T2406 - 2024 Pleasure Creek Area Street Reconstruction	173,000
T2407 - 2024 SW Area Street Reconstruction	500,000
Utility Projects	4,225,000
Stormwater Utility	1,753,000
Capital Equipment	745,000
T2407 - 2024 SW Area Street Reconstruction	93,000
Utility Projects	915,000
Water Utility	8,608,300
Capital Equipment	857,000
T2405 - 2024 NW Area Street Reconstruction	83,000
T2406 - 2024 Pleasure Creek Area Street Reconstruction	424,000
T2407 - 2024 SW Area Street Reconstruction	1,234,300
Utility Projects	6,010,000
Grand Total	31,626,167



City of Blaine Staff Report

File Number: RES 24-181

Agenda Date	Status
September 16, 2024	
In Control	File Type
City Council	Resolution

Administration - Jason Zimmerman, Finance Director

Agenda Item # 11.7

Resolution Authorizing the Sale of Taxable General Obligation Temporary Tax Increment Bonds, Series 2024C, Subject to Certain Parameters

Executive Summary

Council is requested to authorize the competitive negotiated sale of Taxable General Obligation Temporary Tax Increment Bonds, Series 2024C, in order to assist with financing eligible expenditures within the 105th Avenue Redevelopment Area.

Background

In early 2021 the City Council identified the 105th Avenue/Radisson Road Industrial area as a priority location for the "Growth Management" portion of the City's strategic plan. Based on council direction, the City embarked on a visioning and design process for the area to assist in marketing and development efforts of the existing site, which consists of older industrial dwellings that are either antiquated due to their age or have excessive outdoor storage, making them inconsistent with the vision for the area. General discussions by the City Council identify this as a potential "city core" where the City should encourage walkable, entertainment-type uses that take advantage of the NSC and be an amenity to Blaine residents and visitors.

In the fall of 2021, a request for proposals (RFP) was advertised seeking proposals from architects to assist the City in preparation of a master plan for the 105th Avenue Redevelopment Area. The RFP was awarded to Sperides Reiners Architects Inc., who led the City Council through several meetings in the winter of 2022 to discuss options within the site and develop a concept consistent with Council goals. The master plan was received in the summer of 2022 outlining potential uses including hotels, restaurants, residential, and retail.

In order to advance redevelopment of the site, an RFP was advertised in fall 2022 seeking a qualified developer to revitalize the 105th Avenue Redevelopment Area. In the winter of 2022, the City Council selected Elevage Development Group, LLC, as the master developer for the site and charged them with

undertaking the construction of a mixed-use development consistent with the concepts outlined in the master plan.

Discussion began in the spring of 2023 to identify a process in which the developer could acquire rights to a portion of property that was controlled by the Minnesota Amateur Sports Commission (MASC)/National Sports Center (NSC). Based on legislation with which the property was originally acquired, MASC was allowed to lease up to 16 acres for private development. In May of 2024, the City issued bonds to secure a long-term lease agreement, with the intent of financing the project with new values not currently included in the City's property tax calculation. Without the City's assistance, this property would have remained vacant. Additionally, the funding provided to MASC for access to the property was fully reinvested back in the NSC campus for capital improvements.

As the redevelopment concept for this site has advanced, the City Council has been informed of financing considerations and requests from the developer. While the overall financial structure has evolved along with the development concept, the fundamental premise was a request for Tax Increment Financing, infrastructure development, and construction of a multi-year event stadium. Recent discussions regarding the financial structure of the redevelopment site with the Council have occurred on:

- [105th Redevelopment Area Schedule of Events - September 9](#)
- [105th Redevelopment Updates/Discussion - August 19](#)
- [105th Redevelopment District Updates/Project Discussion - July 8](#)
- [Stadium Event Financing Requirements - May 20](#)
- [105th Redevelopment Project Financing Discussion - May 13](#)

Taxable General Obligation Temporary Tax Increment Bonds, Series 2024C, Subject to Certain Parameters

As part of the overall financing package, the master developer has requested the City provide Tax Increment Financing (TIF) bonds. Tax Increment financing (TIF) is a financing tool meant to support local economic development, redevelopment, and housing development that would not otherwise occur without assistance. As its name suggests, TIF uses the incremental property taxes, or "tax increments," generated by the increased taxable value of a new development to help finance qualifying costs. TIF is not a tax reduction; taxes are paid on the full taxable value. The original taxable value continues to be part of the tax base that supports the tax levies of the city, county, school district, and other taxing jurisdictions. The new, additional value from development activity is "captured" from the tax base for the duration of the TIF district. After the TIF district is terminated, or "decertified," the captured value becomes part of the tax base.

Cities must follow statutory requirements, including but not limited to administrative expenses, plan modifications, reporting requirements, use of increments, excess increments, pooling, decertification, and use of funds outside the district. The Office of the State Auditor also requires annual reporting on the status of each active TIF district a municipality has outstanding.

TIF bond proceeds can be used to finance acquisition, demolition, site improvements, public infrastructure improvements, utilities, administrative and other related redevelopment costs of the TIF

District. Additionally, state law clearly prohibits using TIF proceeds in a redevelopment district for vertical construction.

Municipal bonds are either categorized as taxable or tax-exempt. Series 2024C has been identified as taxable, as the proceeds are being used in part to finance activities within the bounds of private property. While this generally results in a higher interest rate due to investors paying taxes on income, the city's AAA rating and General Obligation backing makes this financing more attractive than a traditional bank loan. Additionally, taxable bonds are not subject to the same arbitrage yield restrictions that tax-exempt bonds are subject to, effectively allowing interest to be earned in excess of interest paid.

The series 2024C bonds are also structured as temporary, rather than permanent financial instruments. While the majority of municipal bonds are permanent, temporary bonds are authorized by state law for a period of up to three years (which may be extended another three years for a total of six years) to pay interest only related to the carrying cost of the bonds. Temporary bonds are "upsized" in that the proceeds are used for the purpose of the project and to pay the carrying costs, or capitalized interest. At the time the bonds are refinanced as permanent, principal and interest is then paid from the dedicated revenue source, which in this case is intended to be tax increment resulting from new development on the east side of the district. Advantages to utilizing temporary bonds in advance of permanent financing include:

- Principal repayment to align with revenue generation;
- Greater long-term flexibility when determining permanent financing; and
- Sizing the permanent structure as precisely as possible

The permanent bonds are intended to be repaid by tax increments generated within the proposed district, which is the eastern bounds of the 105th Avenue Redevelopment Area. The Series 2024C bonds are a general obligation of the City, secured by its full faith and credit and taxing power. In the event that future increment is insufficient to pay the permanent debt service, the City will be responsible for making payments using any available funding source.

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.

For awarding a bond sale, Blaine customarily coordinates the sale process to coincide with regularly scheduled City Council meetings. Typically, the City receives competitive bids the morning of a Council meeting and then the Council acts on the award resolution that same evening. In the overwhelming number of cases, this works very well for the City.

Issues such as market volatility, unique or unusual characteristics of a bond structure, or the potential lack of a quorum to award the bids may result in justification to request greater flexibility in the bonding process. An alternative to the traditional bonding method is an awarding resolution process which permits a separately designated committee to authorize awarding of the sale. This option is referred to as a "Parameters Resolution" approach, which includes the process outlined below:

1. The Council adopts a parameters resolution prior to the sale date. The parameters resolution authorizes the formation of a pricing committee consisting of the City Manager, Finance Director and Community Development Director. The pricing committee is then authorized by the parameters resolution to sign a contract (the bond purchase agreement) to sell the bonds to an underwriter, so long as several conditions are met.
 - a. Financial Parameters:
 1. Maximum (par) amount of \$28,000,000
 2. Maximum interest rate (true interest cost) of 4.75%
 3. Final maturity date is not later than three years from the date of issuance
 - b. Conditions and Contingencies:
 1. The developer of the property in the TIF District and certain adjacent property (or one or more affiliated entities, collectively, the “Developer”) and the City or the EDA shall have approved, executed and delivered a TIF Assistance and Disbursing Agreement, a Purchase Agreement, a Master Development Agreement and all other applicable documents referred to therein in forms satisfactory to the Pricing Committee (collectively, the “Financing Documents”)
 2. The Developer and MASC shall have approved, executed and delivered a Ground Lease for use of MASC property adjacent to the TIF District in form satisfactory to the Pricing Committee
 3. The City and the EDA shall have approved and established the TIF District after a public hearing on October 7, 2024
2. The City and Baker Tilly conduct the bond sale and the pricing committee awards the sale and executes the bond purchase agreement if the best bid for the bonds falls within the parameters specified in the resolution.

Also contained within the resolution are several conditions and contingencies that must be met in order to disburse the bond proceeds to the developer, located within section 3.02.

Significant Dates - 2024C Bond Sale (Anticipated):

Mon., Sept. 16	City Council considers Resolution authorizing parameters
Fri., Sept. 20	Comments to Baker Tilly on the first draft of the Preliminary Official Statement
Week of Sept. 30	Rating conference conducted
Thu., Oct. 9	Receipt of rating and rating report
Mon., Oct. 21	Sale of the bonds (10:00 am) and consideration of the award of the bonds by the pricing committee
Wed., Nov. 14	Receipt of proceeds and settlement of the bonds

Strategic Plan Relationship

The 105th Redevelopment Area has been identified in the Economic Development section of the Strategic Plan.

Board/Commission Review

Not required.

Financial Impact

The proceeds of the bond sale will be used to assist in funding TIF eligible expenditures within the 105th Avenue Redevelopment Area.

Temporary bonds are authorized by state law for a period of up to three years (which may be extended another three years for a total of six years), at which point they must be either paid or financed under a permanent structure. Temporary bonds are interest only and allow for flexibility, accurate alignment of revenues, and appropriate sizing of permanent bonds at the time they are issued. The full financial impact will be known at the time of sale. The intent is that the increment generated from the proposed TIF district will be sufficient to support the permanent debt associated with this proposed permanent tax abatement bond.

The resolution has specific contingencies and conditions that need to be met for bonds to be sold. If said parameters are unfulfilled, the pricing committee is not authorized to conduct the sale.

Public Outreach/Input

This action serves to notify the public of the City's intent to issue bonds to finance improvements within the 105th Redevelopment Area.

Staff Recommendation

By motion, adopt the resolution authorizing the Sale of Taxable General Obligation Temporary Tax Increment Bonds Series 2024C, in the maximum principal amount of \$28,000,000; fixing their form and specifications; directing their execution and delivery; providing for the payment; and establishing a pricing committee.

Attachment List

1. General Obligation Temporary TIF Bonds - Series 2024C - Parameters Resolution



City of Blaine

Signature Copy

Resolution: RES 24-181

Resolution Authorizing the Sale of Taxable General Obligation Temporary Tax Increment Bonds, Series 2024C, Subject to Certain Parameters

See attached.

Extract of Minutes of Meeting
of the City Council of the City of
Blaine, Anoka and Ramsey Counties, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Blaine, Minnesota, was duly held in the City Hall in said City on Monday, September 16, 2024, commencing at 7:00 P.M.

The following members were present:

and the following were absent:

* * *

* * *

* * *

Member _____ introduced the following resolution, and moved its adoption:

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE SALE OF TAXABLE GENERAL
OBLIGATION TEMPORARY TAX INCREMENT BONDS,
SERIES 2024C, SUBJECT TO CERTAIN PARAMETERS;
FIXING THEIR FORM AND SPECIFICATIONS;
DIRECTING THEIR EXECUTION AND DELIVERY;
AND PROVIDING FOR THEIR PAYMENT

BE IT RESOLVED By the City Council of the City of Blaine, Anoka and Ramsey Counties,
Minnesota (the “City”) as follows:

Section 1. Sale of Bonds.

1.01. It is determined that:

(a) The City and the Blaine Economic Development Authority (the “EDA”) previously
established Development District No. 1 (the “Project Area”);

(b) Within the Project Area, the City and the EDA will consider establishing Tax
Increment Financing District No. 25-1 after a public hearing on October 7, 2024 (the “TIF
District”);

(b) Subject to approval and establishment of the TIF District, the City is authorized by
Minnesota Statutes, Chapters 469 and 475, as amended (collectively, the “Act”), including
Sections 469.174 through 469.1794 (the “TIF Act”), to issue its general obligation temporary tax
increment bonds on such terms and in such manner as the City determines to temporarily finance
a portion of the public redevelopment costs incurred or to be incurred within the TIF District
including without limitation acquisition of real property, demolition of existing improvements and
construction and betterment of certain public infrastructure within the TIF District, excluding any
parks or public open space areas (the “Project”), subject to certain limitations contained in the Act;

(c) The City is authorized by the provisions of Minnesota Statutes, Section 475.61,
subdivision 6 (the “Temporary Bond Act”), to issue and sell temporary bonds to provide temporary
financing for the costs of the Project in anticipation of the issuance by the City of permanent bonds.

(d) It is necessary and expedient to the sound financial management of the affairs of
the City to issue its Taxable General Obligation Temporary Tax Increment Bonds, Series 2024C,
in one or more series (the “Bonds”), subject to certain conditions and parameters provided herein,
to provide financing for the Project pursuant to the Act and which are secured by certain tax
increment revenues resulting from increases in taxable valuation of real property in the TIF District
(the “Tax Increment Revenues”) received by the EDA from the TIF District in an amount sufficient
to pay the principal of and interest on the Bonds to the extent pledged to the City by the EDA
pursuant to a Pledge Agreement as defined in Section 3.03 (“Pledged Tax Increments”), to pay all
or a portion of the public redevelopment costs to temporarily finance the Project as authorized in
the Tax Increment Financing Plan the “TIF Plan”) for the TIF District.

(e) As required by the Temporary Bond Act, the maturity date of the Bonds will be no more than three years from the date the Bonds will be issued. The City intends to issue permanent general obligation tax increment bonds (the “Permanent Bonds”) to refinance the Bonds and provide permanent financing for the Project.

1.02 Terms of Bond Sale; Notices. The City has retained Baker Tilly Municipal Advisors LLC, St. Paul, Minnesota (“Baker Tilly”) as independent municipal advisor, and, pursuant to Minnesota Statutes, Section 475.60, subdivision 2, paragraph 9, Baker Tilly is hereby authorized to solicit proposals for the Bonds on behalf of the City on a competitive basis without requirement of published notice. The City hereby establishes a pricing committee with respect to the sale of the Bonds comprised of the City Manager, the Community Development Director and the City Finance Director (the “Pricing Committee”). The Pricing Committee is authorized in its discretion, upon satisfaction of the conditions for the issuance of the Bonds under the Act and with the advice of Baker Tilly MA, to (i) review proposals for the sale of the Bonds; (ii) award the sale of the Bonds to the prospective purchaser (the “Purchaser”), not later than the end of the 2nd calendar quarter of 2025, in an aggregate principal amount not to exceed 28,000,000 plus any premium, with a true interest cost not to exceed 4.75% and a final maturity not later than 3 years from the date of issuance thereof; (iii) approve the dates for optional redemption or any mandatory sinking fund redemption schedule; (iv) approve the principal amounts and maturities of the Bonds; and (v) approve the tax levies for the repayment of the Bonds, if any, all as set forth in a Pricing Certificate executed by the Pricing Committee (the “Pricing Certificate”). The City hereby approves the sale of the Bonds to the Purchaser at the price, par bond principal amount, maturity schedule, and rates to be determined by the Pricing Committee based on the lowest true interest cost, subject to a determination by the Pricing Committee and with the advice of Baker Tilly MA, upon satisfaction of the conditions for the issuance of the Bonds under the Act and subject to satisfaction of the following conditions and contingencies:

a. the developer of the property in the TIF District and certain adjacent property (or one or more affiliated entities, collectively, the “Developer”) and the City or the EDA shall have approved, executed and delivered a TIF Assistance and Disbursing Agreement, a Purchase Agreement, a Master Development Agreement and all other applicable documents referred to therein in forms satisfactory to the Pricing Committee (collectively, the “Financing Documents”);

b. the Developer and MASC shall have approved, executed and delivered a Ground Lease for use of MASC property adjacent to the TIF District in form satisfactory to the Pricing Committee;

c. the City and the EDA shall have approved and established the TIF District after a public hearing on October 7, 2024;

1.03. Contract with the Purchaser. Any amount paid by the Purchaser over the minimum purchase price shall be credited to the Debt Service Fund hereinafter created, or deposited in the Construction Fund hereinafter created, as determined by the City Finance Director after

consultation with the City's municipal advisor. The Mayor and City Manager are authorized to execute a contract with the Purchaser on behalf of the City, if requested by the Purchaser.

1.04 Terms and Principal Amounts of the Bonds. Subject to a determination by the Pricing Committee, the City will issue and sell the Bonds pursuant to the Act, in an aggregate principal amount not to exceed \$29,700,000 plus any premium, originally dated as of the date of issuance, in fully registered form, in denominations of \$5,000 each or any integral multiple thereof, numbered No. R-1 upward, bearing interest as determined by the Pricing Committee, and maturing on February 1 in the years and amounts as determined by the Pricing Committee.

As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts as set forth in the principal repayment schedule in the Pricing Certificate, and corresponding additions may be made to the provisions of the applicable Bond(s).

1.05. Optional Redemption. The Pricing Committee will determine whether and when the Bonds will be subject to optional redemption prior to maturity. If the Bonds are subject to optional redemption, the following provisions shall apply: 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 will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 6 hereof) of the particular amount of such maturity to be prepaid. 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. Prepayments will be at a price of par plus accrued interest.

Section 2. Form; Registration.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2025 or such other date determined by the Pricing Committee, to the registered owners thereof of record as of the close of business on the 15th day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The City will appoint, and will maintain, a bond registrar, transfer agent, authenticating agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar will keep at its designated corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the 15th day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. Whenever any Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is, at any time, registered, as of the applicable record date, in the bond register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds, in an amount sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory

to the Registrar that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to the Registrar and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, written notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) at least 30 days prior to the redemption date to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints U.S. Bank Trust Company, National Association, St. Paul, Minnesota, as the initial Registrar. The Mayor and the City Manager are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of the City Council, the City Finance Director must transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Finance Director and executed on behalf of the City by the signatures of the Mayor and the City Manager, provided that all signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of any Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed and authenticated, the City Finance Director will deliver the same to the

Purchaser thereof upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

2.06. Form of Bonds. The Bonds will be printed or typewritten in substantially the form set forth in **EXHIBIT A** attached hereto.

2.07. Approving Legal Opinion. The City Finance Director is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, which will be complete except as to dating thereof and will cause the opinion to be printed on or accompany each Bond.

Section 3. Payment; Security; Pledges and Covenants.

3.01. Debt Service Fund. For the convenience and proper administration of the moneys to be borrowed and repaid on the Bonds, and to provide adequate and specific security for the Purchaser and holders from time to time of the Bonds, there is hereby created a special fund to be designated the “Taxable General Obligation Temporary Tax Increment Bonds, Series 2024C Debt Service Fund (the “Debt Service Fund”). The Debt Service Fund shall be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. There are hereby irrevocably appropriated and pledged to, and there shall be credited to, the Debt Service Fund: (a) a pro rata portion of any amount over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; (b) Pledged Tax Increments at the times and in the amounts set forth in the Pledge Agreement; (c) proceeds of ad valorem property taxes levied as determined by the Pricing Committee and allocated to the payment of debt service on the Bonds as set forth in the Pricing Certificate (the “Taxes”) and any collections of all taxes hereafter levied in the event that the Pledged Tax Increments herein pledged to the payment of the principal and interest on the Bonds are insufficient therefore; (d) all investment earnings on funds held in the Debt Service Fund; and (e) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Debt Service Fund. The Debt Service Fund shall be used solely to pay the principal and interest and any premiums for redemption of the Bonds and any other general obligation bonds of the City hereafter issued by the City and made payable from said fund as provided by law. The Debt Service Fund will be maintained in the manner herein specified until all of the Bonds and the interest thereon have been fully paid. The City Finance Director will report to the City Council any current or anticipated deficiency in the Debt Service Fund in the amount necessary to pay the principal of and interest on the Bonds when due. If a payment of principal or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the City Finance Director is directed to pay such principal or interest from other funds of the City, and such fund will be reimbursed for those advances out of the proceeds of Pledged Tax Increments and Taxes when collected.

3.02 Capital Fund. The City hereby creates the Taxable General Obligation Temporary Tax Increment Bonds, Series 2024C Capital Fund (the “Capital Fund”) to be administered and maintained by the City Finance Director as a bookkeeping account separate and apart from all other

funds maintained in the official financial records of the City. The proceeds of the Bonds, less the appropriations made in Section 3.01, together with any other funds appropriated for the Project will be deposited in the Capital Fund to be used solely to defray expenses of the Project and the payment of principal and interest on the Bonds prior to the completion and payment of all costs of the Project. From the Capital Fund there shall be paid the eligible costs and expenses of the Project, including capitalized and all other costs incurred and to be incurred of the kind authorized in TIF Act; and the moneys in said fund shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Bonds may also be used to the extent necessary to pay interest on the Bonds due prior to the receipt of Pledged Tax Increments. Any balance remaining in the Capital Fund after the Project is completed and the costs thereof have been paid may be used as provided in Minnesota Statutes, section 475.65, under the direction of the City Council. Thereafter, the Capital Fund is to be closed and any balance remaining therein and subsequent collections of Pledged Tax Increments are to be deposited in the Debt Service Fund.

Other than Bond proceeds to be used to reimburse the City for Project costs previously incurred or to pay for the acquisition of additional real property in the TIF District no Bond proceeds will be disbursed from the Capital Fund until satisfaction of the contingencies for disbursement and set forth in the Financing Documents, including without limitation the following conditions and contingencies as determined by and in form and substance satisfactory to the Pricing Committee:

- a. the Developer shall have finalized design and construction documents for the construction of the public infrastructure necessary for the Event Stadium and development of the TIF District, which includes but is not necessarily limited to public rights-of-way/streets, public utilities, public open space areas, and demolition of existing structures and facilities;
- b. the Developer shall have performed all of its obligations under the terms of the Purchase Agreement between the Developer, the City and the EDA related to the purchase of the adjacent property in the TIF District (the "Purchase Agreement") and specifying that conveyance deeds for such property shall include a right of re-entry in accordance with Minnesota Statutes, Section 469.105;
- c. Developer having obtained final plat approval for the MASC Property and the property in the TIF District at least sufficient to permit construction of public rights-of-way/streets, public utilities, and public open space areas;
- d. Developer having submitted an electronically auditable 15-year pro forma financial statement for the Event Stadium and proposed development of the TIF District and total development costs of the MASC Property and the property in the TIF District, demonstrating to the satisfaction of the City, among other things, that but-for the Bonds and any abatement bonds issued by the City in connection therewith, the Event Stadium and proposed development of the TIF District would not be feasible in the reasonably foreseeable future;

- e. Developer shall have executed and recorded against any property it has acquired under the terms of the Purchase Agreement a minimum assessment agreement satisfactory to the City.

3.03 Pledge Agreement. After the public hearing on October 7, 2024, the City and the EDA will consider approval of a Tax Increment Pledge Agreement (the “Pledge Agreement”) to be executed and delivered in order to satisfy the requirements of Minnesota Statutes, Section 469.178, subdivision 2, and Sections 475.58, Subdivision 1, and 475.61, subdivision 1, of the Act. The Pledge Agreement creates rights in the City and the EDA but is not intended to create duties or obligations of the City or the EDA to any other persons (including the beneficial or registered owners of the Bonds) with respect to the Pledged Tax Increments or other revenues described or referenced in the Pledge Agreement, except to the extent required by applicable law, and is not intended to create rights in or claims by any other persons (including the beneficial or registered owners of the Bonds) with respect to the Pledged Tax Increments or other revenues described or referenced in the Pledge Agreement, except to the extent required by applicable law. The City and the EDA may pledge tax increments from the TIF District to any other obligation on a parity basis with the pledge hereunder, and may release the pledge of any tax increments hereunder, including release of any parcel within the TIF District, so long as the remaining pledged tax increments are reasonably expected to pay at least 20% of the principal and interest when due on the outstanding Bonds.

3.04 Tax Increments. In accordance with the Pledge Agreement, the City shall appropriate Pledged Tax Increments to the Debt Service Fund, which appropriation shall be sufficient to pay more than 20% of the principal of and interest on the Bonds and shall continue until all of the Bonds and any additional bonds payable from the Debt Service Fund, are paid or discharged. The City hereby expressly reserves the right to use the Pledged Tax Increments to pay principal and interest on the Bonds and to temporarily finance other costs set forth in the TIF Plan not financed hereby or to finance costs of other projects to be undertaken from time to time within the Project Area in accordance with the TIF Plan, as they may from time to time be amended.

3.05. Pledge of Taxes. It is determined that Pledged Tax Increments will be sufficient to pay at least 20% of the principal of and interest on the Bonds. For the purpose of paying the principal of and interest on the Bonds, to the extent determined necessary by the Pricing Committee, there shall be levied the Taxes upon all of the taxable property in the City, which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. The Taxes will be credited to the Debt Service Fund as provided above and will be in the years and amounts as to be set forth in the Pricing Certificate. The tax levies will be irrevocable so long as any of the Bonds are outstanding and unpaid, provided that the City reserves the right to reduce the levies in the manner and to the extent permitted by Section 475.61, subdivision 3 of the Act, and the County Auditors of Anoka and Ramsey Counties, Minnesota (collectively the “County Auditor”) will thereupon reduce the levy collectible during such year by the amount so certified.

On or before October 10 of each year, the Finance Director shall determine the amount of Pledged Tax Increments, Taxes and any other funds appropriated to and then held in the Debt Service Fund and the estimated collections of Pledged Tax Increments to be received in the next succeeding year. In the event that it is anticipated that the aggregate of said sums will not be

sufficient to pay the principal and interest on the Bonds to become due in the first calendar year thereafter and the first 6 months of the succeeding calendar year, the City Council shall pass a resolution requesting the County Auditor of Anoka County to levy an ad valorem tax in an amount as is necessary, together with the aforementioned funds then held in the Debt Service Fund and said estimated collections of Pledged Tax Increments, to pay the principal and interest on the Bonds to become due during said period.

3.06 Coverage Test. It is hereby determined that additional temporary bonds or permanent bonds and the estimated collection of the Pledged Tax Increments, the Taxes, if any, and other revenues will produce at least 5% in excess of the amount needed to meet when due the principal and interest payments on the Bonds.

3.07. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City will be and are hereby irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

3.08. City Covenants - Temporary Bonds. The City Council covenants and agrees in accordance with its statutory duties as provided under the Temporary Bond Act, that to the extent that the Bonds cannot be paid out of moneys available in the Debt Service Fund or out of other municipal funds which are available and appropriated by the City Council to such purpose when due, the City will pay and retire the Bonds and the interest thereon with the proceeds of additional temporary bonds or permanent bonds which the City Council will issue and sell at or prior to the maturity of the Bonds. The City intends to issue the Permanent Bonds. The proceeds of such additional temporary bonds or permanent bonds, and any taxes hereafter levied for that purpose are pledged to the Debt Service Fund.

3.09. Registration of Resolution. The City Clerk is directed to file a certified copy of this resolution with the County Auditors of Anoka and Ramsey Counties and to obtain the certificate required by Minnesota Statutes, Section 475.63.

Section 4. Authentication of Transcript.

4.01. City Proceedings and Records. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, will be deemed representations of the City as to the facts stated therein.

4.02. Certification as to Official Statement. The Mayor, City Manager, and Finance Director, or any of them, are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds

and that to the best of their knowledge and belief the Official Statement is, as of the date thereof, a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement, as it relates to the City and the Bonds.

4.03. Other Certificates. The Mayor, City Manager, and Finance Director, or any of them, are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor, City Manager, and Finance Director, or any of them, shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Finance Director shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

4.04. Electronic Signatures. The electronic signature of the Mayor, City Manager, and Finance Director, or any of them, to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) “electronic signature” means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or Adobe or a similarly digitally auditable signature gathering process; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

Section 5. Book-Entry System; Limited Obligation of City.

5.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in the Pricing Certificate. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

5.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar) of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers

with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Manager of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co.," will refer to such new nominee of DTC; and upon receipt of such a notice, the City Manager will promptly deliver a copy of the same to the Registrar and Paying Agent.

5.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

5.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

5.05. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 6. Continuing Disclosure.

6.01. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate is not an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

6.02. Execution of Continuing Disclosure Certificate. “Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate executed by the Mayor and City Manager and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

Section 7. Defeasance. When the Bonds and all accrued interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full or by depositing irrevocably in escrow, with a suitable institution qualified by law as an escrow agent for this purpose, cash or securities which are backed by the full faith and credit of the United States of America, or any other security authorized under Minnesota law for such purpose, bearing interest payable at such times and at such rates and maturing on such dates and in such amounts as shall be required and sufficient, subject to sale and/or reinvestment in like securities, to pay said obligation(s), which may include any interest payment on such Bond and/or principal amount due thereon at a stated maturity (or if irrevocable provision shall have been made for permitted prior redemption of such principal amount, at such earlier redemption date). If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

Passed and adopted this 16th day of September, 2024.

Mayor

Attest:

City Clerk

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon 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

EXHIBIT A

FORM OF BOND

No. R-__ UNITED STATES OF AMERICA \$_____
STATE OF MINNESOTA
COUNTIES OF ANOKA AND RAMSEY
CITY OF BLAINE

TAXABLE GENERAL OBLIGATION TAX INCREMENT BOND, SERIES 2024C

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	_____, 2024	

Registered Owner: Cede & Co.

The City of Blaine, Minnesota, a duly organized and existing municipal corporation in Anoka and Ramsey Counties, Minnesota (the “City”), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum set forth above on the Maturity Date specified above, unless called for earlier redemption, with interest thereon from the date hereof at the annual Interest Rate specified above (calculated on the basis of a 360-day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing _____ 1, 202__, to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by U.S. Bank Trust Company, National Association, St. Paul, Minnesota, as Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 20__, and on any date thereafter to prepay Bonds due on or after February 1, 20__. 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 will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company (“DTC”) of the particular amount of such maturity to be prepaid. 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. Prepayments will be at a price of par plus accrued interest.

This Bond is one of an issue in the aggregate principal amount of \$_____ all of like original issue date and tenor, except as to number, denomination, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the City Council on September 16, 2024 (the "Resolution"), for the purpose of providing money to temporarily finance certain public redevelopment costs including without limitation acquisition of real property, demolition of existing improvements and construction and betterment of certain public infrastructure within Tax Increment Financing District No. 25-1 (the "TIF District") of the Blaine Economic Development Authority, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapters 469 and 475, and the principal hereof and interest hereon are payable primarily from permanent or additional temporary bonds to be issued to provide financing for the Project, from tax increments resulting from increases in the taxable value of real property in the TIF District pledged by the EDA under a Pledge Agreement between the EDA and the City dated as of the date hereof (the "Pledge Agreement"), [and from ad valorem taxes], all as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to issue and sell additional temporary bonds or permanent bonds to redeem the Bonds and to levy ad valorem taxes on all taxable property in the City in the event of any deficiency in tax increments pledged, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been

done, do exist, have happened and have been performed in regular and due form, time and manner, that prior to the issuance of this bond the City Council of the City has provided funds for the payment of principal and interest on the bonds of this issue as the same become due, but the full faith and credit of the City is pledged for their payment and additional taxes will be levied, if required for such purpose, without limitation as to the rate of amount; and that this bond, together with all other indebtedness of the City outstanding on the date of its issuance, does not exceed any constitutional, statutory or charter limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Blaine, Anoka and Ramsey Counties, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Manager and has caused this Bond to be dated as of the date set forth below.

Dated: _____, 2024

CITY OF BLAINE, MINNESOTA

(Facsimile)
City Manager

(Facsimile)
Mayor

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION

By _____
Its Authorized Representative

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants
in common

UNIF GIFT MIN ACT _____ Custodian _____
(Cust) (Minor)

TEN ENT -- as tenants
by entireties

under Uniform Gifts or
Transfers to Minors

JT TEN -- as joint tenants with
right of survivorship and
not as tenants in common

Act
(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

(Include information for all joint owners if this Bond
is held by joint account.)

Please insert social security or other
identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on
the books of the Registrar in the name of the person last noted below.

Date of Registration

_____, 2024

Registered Owner

Cede & Co.

Federal ID #13-2555119

Signature of Registrar

STATE OF MINNESOTA

COUNTY OF ANOKA

COUNTY AUDITOR'S
CERTIFICATE AS TO
[TAX LEVY AND]
REGISTRATION

I, the undersigned County Auditor of Anoka County, Minnesota, hereby certify that a certified copy of a resolution adopted by the City Council of the City of Blaine, Minnesota, on September 16, 2024, and the accompanying Certificate of Pricing Committee for the payment of its \$_____ Taxable General Obligation Temporary Tax Increment Bonds, Series 2024C, dated as of date of delivery, has been filed in my office and said obligations have been registered on the register of obligations in my office [and that such tax has been levied as required by law].

WITNESS My hand and official seal this _____ day of _____, 2024.

County Auditor
Anoka County, Minnesota

Deputy

STATE OF MINNESOTA

COUNTY OF RAMSEY

COUNTY AUDITOR'S
CERTIFICATE AS TO
[TAX LEVY AND]
REGISTRATION

I, the undersigned County Auditor of Anoka County, Minnesota, hereby certify that a certified copy of a resolution adopted by the City Council of the City of Blaine, Minnesota, on September 16, 2024, and the accompanying Certificate of Pricing Committee for the payment of its \$_____ Taxable General Obligation Temporary Tax Increment Bonds, Series 2024C, dated as of date of delivery, has been filed in my office and said obligations have been registered on the register of obligations in my office [and that such tax has been levied as required by law].

WITNESS My hand and official seal this _____ day of _____, 2024.

County Auditor
Anoka County, Minnesota

Deputy



City of Blaine Staff Report

File Number: RES 24-182

Agenda Date	Status
September 16, 2024	
In Control	File Type
City Council	Resolution

Administration - Jason Zimmerman, Finance Director

Agenda Item # 11.8

Resolution Authorizing the Sale of Taxable General Obligation Temporary Tax Abatement Bonds, Series 2024D, Subject to Certain Parameters

Executive Summary

Council is requested to authorize the competitive negotiated sale of Taxable General Obligation Temporary Tax Abatement Bonds, Series 2024D, in order to assist with financing various infrastructure improvements within the West District of the 105th Avenue Redevelopment Area.

Background

In early 2021 the City Council identified the 105th Avenue/Radisson Road Industrial area as a priority location for the "Growth Management" portion of the City's strategic plan. Based on council direction, the City embarked on a visioning and design process for the area to assist in marketing and development efforts of the existing site, which consists of older industrial dwellings that are either antiquated due to their age or have excessive outdoor storage, making them inconsistent with the vision for the area. General discussions by the City Council identify this as a potential "city core" where the City should encourage walkable, entertainment-type uses that take advantage of the NSC and be an amenity to Blaine residents and visitors.

In the fall of 2021, a request for proposals (RFP) was advertised seeking proposals from architects to assist the City in preparation of a master plan for the 105th Avenue Redevelopment Area. The RFP was awarded to Sperides Reiners Architects Inc., who led the City Council through several meetings in the winter of 2022 to discuss options within the site and develop a concept consistent with Council goals. The master plan was received in the summer of 2022 outlining potential uses including hotels, restaurants, residential, and retail.

In order to advance redevelopment of the site, an RFP was advertised in fall 2022 seeking a qualified developer to revitalize the 105th Avenue Redevelopment Area. In the winter of 2022, the City Council selected Elevage Development Group, LLC, as the master developer for the site and charged them with

undertaking the construction of a mixed-use development consistent with the concepts outlined in the master plan.

Discussion began in the spring of 2023 to identify a process in which the developer could acquire rights to a portion of property that was controlled by the Minnesota Amateur Sports Commission (MASC)/National Sports Center (NSC). Based on legislation with which the property was originally acquired, MASC was allowed to lease up to 16 acres for private development. In May of 2024, the City issued bonds to secure a long-term lease agreement, with the intent of financing the project with new values not currently included in the City's property tax calculation. Without the City's assistance, this property would have remained vacant. Additionally, the funding provided to MASC for access to the property was fully reinvested back in the NSC campus for capital improvements.

As the redevelopment concept for this site has advanced, the City Council has been informed of financing considerations and requests from the developer. While the overall financial structure has evolved along with the development concept, the fundamental premise was a request for Tax Increment Financing, infrastructure development, and construction of a multi-year event stadium. Recent discussions regarding the financial structure of the redevelopment site with the Council have occurred on:

- [105th Redevelopment Area Schedule of Events - September 9](#)
- [105th Redevelopment Updates/Discussion - August 19](#)
- [105th Redevelopment District Updates/Project Discussion - July 8](#)
- [Stadium Event Financing Requirements - May 20](#)
- [105th Redevelopment Project Financing Discussion - May 13](#)

Taxable General Obligation Temporary Tax Abatement Bonds, Series 2024D, Subject to Certain Parameters

As part of the overall financing package, the master developer has requested the City provide assistance in financing infrastructure improvements within the west district of the 105th Redevelopment Area. As outlined in state law, by establishing existing values, the city is authorized to issue tax abatement bonds. Although values within the western district of the anticipated redevelopment area were utilized to issue the 2024A series bonds, several properties, including the event stadium and golf related concepts were valued by the County at what appears to be significantly lower values than what will be realized assuming development commences as outlined within the current development model. The intent is that the taxes generated within the abatement area will be sufficient to offset the levy needed to support the permanent debt associated with this proposed tax abatement bond, series 2024D.

The Series 2024D bonds are a general obligation of the City, secured by its full faith and credit and taxing power. Similar to the 2024A tax abatement bonds aforementioned, a new levy will be collected to support this annual debt service of the permanent debt structure.

Municipal bonds are either categorized as taxable or tax-exempt. Series 2024D has been identified as taxable, as the proceeds are being used in part to finance activities within the bounds of private property. While this generally results in a higher interest rate due to investors paying taxes on income,

the city's AAA rating and General Obligation backing makes this financing more attractive than a traditional bank loan. Additionally, taxable bonds are not subject to the same arbitrage yield restrictions that tax-exempt bonds are subject to, effectively allowing interest to be earned in excess of interest paid.

The series 2024D bonds are also structured as temporary, rather than permanent financial instruments. While the majority of municipal bonds are permanent, temporary bonds are authorized by state law for a period of up to three years (which may be extended another three years for a total of six years) to pay interest only related to the carrying cost of the bonds. Temporary bonds are "upsized" in that the proceeds are used for the purpose of the project and to pay the carrying costs, or capitalized interest. At the time the bonds are refinanced as permanent, principal and interest is then paid from the dedicated revenue source, which in this case is intended to property taxes generated from new development within the east side of the district. Advantages to utilizing temporary bonds in advance of permanent financing include:

- Principal repayment to align with revenue generation;
- Greater long-term flexibility when determining permanent financing; and
- Sizing the permanent structure as precisely as possible

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.

For awarding a bond sale, Blaine customarily coordinates the sale process to coincide with regularly scheduled City Council meetings. Typically, the City receives competitive bids the morning of a Council meeting and then the Council acts on the award resolution that same evening. In the overwhelming number of cases, this works very well for the City.

Issues such as market volatility, unique or unusual characteristics of a bond structure, or the potential lack of a quorum to award the bids may result in justification to request greater flexibility in the bonding process. An alternative to the traditional bonding method is an awarding resolution process which permits a separately designated committee to authorize awarding of the sale. This option is referred to as a "Parameters Resolution" approach, which includes the process outlined below:

1. The Council adopts a parameters resolution prior to the sale date. The parameters resolution authorizes the formation of a pricing committee consisting of the City Manager, Finance Director and Community Development Director. The pricing committee is then authorized by the parameters resolution to sign a contract (the bond purchase agreement) to sell the bonds to an underwriter, so long as several conditions are met.
 - a. Financial Parameters:
 1. Maximum (par) amount of \$9,000,000
 2. Maximum interest rate (true interest cost) of 4.75%
 3. Final maturity date is not later than three years from the date of issuance
 - b. Conditions and Contingencies:

1. The developer of the property in the TIF District and certain adjacent property (or one or more affiliated entities, collectively, the “Developer”) and the City or the EDA shall have approved, executed and delivered a TIF Assistance and Disbursing Agreement, a Purchase Agreement, a Master Development Agreement and all other applicable documents referred to therein in forms satisfactory to the Pricing Committee (collectively, the “Financing Documents”);
 2. The Developer and MASC shall have approved, executed and delivered a Ground Lease for use of MASC property adjacent to the TIF District in form satisfactory to the Pricing Committee;
 3. The City and the EDA shall have approved and established the TIF District after a public hearing on October 7, 2024;
2. The City and Baker Tilly conduct the bond sale and the pricing committee awards the sale and executes the bond purchase agreement if the best bid for the bonds falls within the parameters specified in the resolution.

Also contained within the resolution are several conditions and contingencies that must be met in order to disburse the bond proceeds to the developer. These items are provided within section 3.02 of the attached resolution.

Significant Dates - 2024D Bond Sale (Anticipated):

Mon., Sept. 16	City Council considers Resolution authorizing parameters
Fri., Sept. 20	Comments to Baker Tilly on the first draft of the Preliminary Official Statement
Week of Sept. 30	Rating conference conducted
Thu., Oct. 9	Receipt of rating and rating report
Mon., Oct. 21	Sale of the bonds (10:00 am) and consideration of the award of the bonds by the pricing committee
Wed., Nov. 14	Receipt of proceeds and settlement of the bonds

Strategic Plan Relationship

The 105th Redevelopment Area has been identified in the Economic Development section of the Strategic Plan.

Board/Commission Review

Not required.

Financial Impact

The proceeds of the bond sale will be used to assist in funding infrastructure expenditures within the west district of the 105th Avenue Redevelopment Area.

Temporary bonds are authorized by state law for a period of up to three years (which may be extended another three years for a total of six years), at which point they must be either paid or financed under a permanent structure. Temporary bonds are interest only and allow for flexibility, accurate alignment of revenues, and appropriate sizing of permanent bonds at the time they are issued. The full financial impact will be known at the time of sale. The intent is that the increment generated from the proposed TIF district will be sufficient to support the permanent debt associated with this proposed permanent tax abatement bond.

The resolution has specific contingencies and conditions that need to be met for bonds to be sold. If said parameters are unfulfilled, the pricing committee is not authorized to conduct the sale.

Public Outreach/Input

This action serves to notify the public of the City's intent to issue bonds to finance improvements within the 105th Redevelopment Area.

Staff Recommendation

By motion, adopt the resolution authorizing the Sale of General Obligation Temporary Tax Abatement Bonds Series 2024D, in the maximum principal amount of \$9,000,000; fixing their form and specifications; directing their execution and delivery; providing for the payment; and establishing a pricing committee.

Attachment List

1. General Obligation Temporary Tax Abatement Bonds - Series 2024D - Parameters Resolution



City of Blaine

Signature Copy

Resolution: RES 24-182

Resolution Authorizing the Sale of Taxable General Obligation Temporary Tax Abatement Bonds, Series 2024D, Subject to Certain Parameters

See attached.

Extract of Minutes of Meeting
of the City Council of the City of
Blaine, Anoka and Ramsey Counties, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Blaine, Minnesota, was duly held in the City Hall in said City on Monday, September 16, 2024, commencing at 7:00 P.M.

The following members were present:

and the following were absent:

* * *

* * *

* * *

Member _____ introduced the following resolution, and moved its adoption:

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE SALE OF TAXABLE GENERAL
OBLIGATION TEMPORARY ABATEMENT BONDS,
SERIES 2024D, SUBJECT TO CERTAIN PARAMETERS;
FIXING THEIR FORM AND SPECIFICATIONS;
DIRECTING THEIR EXECUTION AND DELIVERY;
AND PROVIDING FOR THEIR PAYMENT

BE IT RESOLVED By the City Council of the City of Blaine, Anoka and Ramsey Counties,
Minnesota (the “City”) as follows:

Section 1. Sale of Bonds.

1.01. It is determined that:

(a) On October 7, 2024, the City will hold a public hearing and consider adopting a resolution (the “Abatement Resolution”) approving property tax abatements (the “Abatements”) on certain property in the City (the “Abatement Parcels”) in the maximum amount of \$9,000,000 pursuant to Minnesota Statutes, Sections 469.1812 to 469.1815, as amended (the “Abatement Act”);

(b) Subject to approval of the Abatement, the City is authorized by the Abatement Act and Minnesota Statutes, Chapter 475, as amended (collectively, the “Act”), to issue its general obligation temporary tax abatement bonds on such terms and in such manner as the City determines to finance certain public improvements including without limitation acquisition of real property and construction and betterment of certain public infrastructure, which includes but is not limited to public rights-of-way/streets, public utilities, public open space areas (the “Project”) in connection with the development of an Event Stadium complex, subject to certain limitations contained in the Act;

(c) The City is authorized by the provisions of Minnesota Statutes, Section 475.61, subdivision 6 (the “Temporary Bond Act”), to issue and sell temporary bonds to provide temporary financing for the costs of the Project in anticipation of the issuance by the City of permanent bonds;

(d) It is necessary and expedient to the sound financial management of the affairs of the City to issue its Taxable General Obligation Temporary Abatement Bonds, Series 2024D (the “Bonds”), subject to certain parameters provided herein, to provide financing for the Project pursuant to the Abatement;

(e) As required by the Temporary Bond Act, the maturity date of the Bonds will be no more than three years from the date the Bonds will be issued. The City intends to issue permanent general obligation abatement bonds (the “Permanent Bonds”) to refinance the Bonds and provide permanent financing for the Project.

1.02 Terms of Bond Sale; Notices. The City has retained Baker Tilly Municipal Advisors LLC, St. Paul, Minnesota (“Baker Tilly”) as independent municipal advisor, and, pursuant to Minnesota Statutes, Section 475.60, subdivision 2, paragraph 9, Baker Tilly is hereby authorized to solicit proposals for the Bonds on behalf of the City on a competitive basis without requirement of published notice. The City hereby establishes a pricing committee with respect to the sale of the Bonds comprised of the City Manager, the Community Development Director and the City Finance Director (the “Pricing Committee”). The Pricing Committee is authorized in its discretion, upon satisfaction of the conditions for the issuance of the Bonds under the Act and with the advice of Baker Tilly MA, to (i) review proposals for the sale of the Bonds; (ii) award the sale of the Bonds to the prospective purchaser (the “Purchaser”), not later than the end of the 2nd calendar quarter of 2025, in an aggregate principal amount not to exceed the lesser of \$9,000,000 or the amount of the Abatements, plus any premium, with a true interest cost not to exceed 4.75% and a final maturity not later than 3 years from the date of issuance thereof; (iii) approve the dates for optional redemption or any mandatory sinking fund redemption schedule; (iv) approve the principal amounts and maturities of the Bonds; and (v) approve the tax levies for the repayment of the Bonds, if any, all as set forth in a Pricing Certificate executed by the Pricing Committee (the “Pricing Certificate”). The City hereby approves the sale of the Bonds to the Purchaser at the price, par bond principal amount, maturity schedule, and rates to be determined by the Pricing Committee based on the lowest true interest cost, subject to a determination by the Pricing Committee and with the advice of Baker Tilly MA, upon satisfaction of the conditions for the issuance of the Bonds under the Act and subject to satisfaction of the following conditions and contingencies:

a. the developer of the Event Stadium on the MASC property and certain adjacent property to be located in a tax increment financing district of the City (or one or more affiliated entities, collectively, the “Developer”) and the City or the EDA shall have approved, executed and delivered an Abatement Loan Agreement, a Mortgage, and a Disbursing Agreement, a Purchase Agreement, a Master Development Agreement and all other applicable documents referred to therein in forms satisfactory to the Pricing Committee (collectively, the “Financing Documents”);

b. the Developer and MASC shall have approved, executed and delivered a Ground Lease for use of MASC property in form satisfactory to the Pricing Committee;

c. the City and the EDA shall have approved the Abatements after a public hearing on October 7, 2024.

1.03. Contract with the Purchaser. Any amount paid by the Purchaser over the minimum purchase price shall be credited to the Debt Service Fund hereinafter created, or deposited in the Construction Fund hereinafter created, as determined by the City Finance Director after consultation with the City’s municipal advisor. The Mayor and City Manager are authorized to execute a contract with the Purchaser on behalf of the City, if requested by the Purchaser.

1.04 Terms and Principal Amounts of the Bonds. Subject to a determination by the Pricing Committee, the City will issue and sell the Bonds pursuant to the Act, in an aggregate principal amount not to exceed \$9,000,000 plus any premium, originally dated as of the date of issuance, in

fully registered form, in denominations of \$5,000 each or any integral multiple thereof, numbered No. R-1 upward, bearing interest as determined by the Pricing Committee, and maturing on February 1 in the years and amounts as determined by the Pricing Committee.

As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts as set forth in the principal repayment schedule in the Pricing Certificate, and corresponding additions may be made to the provisions of the applicable Bond(s).

1.05. Optional Redemption. The Pricing Committee will determine whether and when the Bonds will be subject to optional redemption prior to maturity. If the Bonds are subject to optional redemption, the following provisions shall apply: 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 will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 6 hereof) of the particular amount of such maturity to be prepaid. 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. Prepayments will be at a price of par plus accrued interest.

Section 2. Form; Registration.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2025 or such other date determined by the Pricing Committee, to the registered owners thereof of record as of the close of business on the 15th day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The City will appoint, and will maintain, a bond registrar, transfer agent, authenticating agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar will keep at its designated corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney

duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the 15th day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. Whenever any Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is, at any time, registered, as of the applicable record date, in the bond register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds, in an amount sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to the Registrar that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to the Registrar and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, written notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) at least 30 days prior to the redemption date to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints U.S. Bank Trust Company, National Association, St. Paul, Minnesota, as the initial Registrar. The Mayor and the City Manager are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of the City Council, the City Finance Director must transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Finance Director and executed on behalf of the City by the signatures of the Mayor and the City Manager, provided that all signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of any Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed and authenticated, the City Finance Director will deliver the same to the Purchaser thereof upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

2.06. Form of Bonds. The Bonds will be printed or typewritten in substantially the form set forth in **EXHIBIT A** attached hereto.

2.07. Approving Legal Opinion. The City Finance Director is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, which will be complete except as to dating thereof and will cause the opinion to be printed on or accompany each Bond.

Section 3. Payment; Security; Pledges and Covenants.

3.01. Debt Service Fund. For the convenience and proper administration of the moneys to be borrowed and repaid on the Bonds, and to provide adequate and specific security for the Purchaser and holders from time to time of the Bonds, there is hereby created a special fund to be designated the “Taxable General Obligation Temporary Abatement Bonds, Series 2024D Debt Service Fund (the “Debt Service Fund”). The Debt Service Fund shall be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. There are hereby irrevocably appropriated and pledged to, and there shall be credited to, the Debt Service Fund: (a) a pro rata portion of any amount over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; (b) Abatement at the times and in the amounts set forth in the Abatement Resolution; (c) proceeds of ad valorem property taxes levied as determined by the Pricing Committee and allocated to the payment of debt service on the Bonds as set forth in the Pricing Certificate (the “Taxes”) and any collections of all taxes hereafter levied in the event that the Abatements herein pledged to the payment of the principal and interest on the Bonds are insufficient therefore; (d) all investment earnings on funds held in the Debt Service Fund; and (e) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Debt Service Fund. The Debt Service Fund shall be used solely to pay the principal and interest and any premiums for redemption of the Bonds and any other general obligation bonds of the City hereafter issued by the City and made payable from said fund as provided by law. The Debt Service Fund will be maintained in the manner herein specified until all of the Bonds and the interest thereon have been fully paid. The City Finance Director will report to the City Council any current or anticipated deficiency in the Debt Service Fund in the amount necessary to pay the principal of and interest on the Bonds when due. If a payment of principal or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the City Finance Director is directed to pay such principal or interest from other funds of the City, and such fund will be reimbursed for those advances out of the proceeds of Abatements and Taxes when collected.

3.02 Construction Fund. The City hereby creates the Taxable General Obligation Temporary Abatement Bonds, Series 2024D Construction Fund (the “Construction Fund”) to be administered and maintained by the City Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The proceeds of the Bonds, less the appropriations made in Section 3.01, together with any other funds appropriated for the Project will be deposited in the Construction Fund to be used solely to defray expenses of the Project and the payment of principal and interest on the Bonds prior to the completion and payment of all costs of the Project. From the Construction Fund there shall be paid the eligible costs and expenses of the Project, including capitalized and all other costs incurred and to be incurred of the kind authorized in Act; and the moneys in said fund shall be used for no other purpose except as

otherwise provided by law; provided that the proceeds of the Bonds may also be used to the extent necessary to pay interest on the Bonds due prior to the receipt of Abatements. Any balance remaining in the Construction Fund after the Project is completed and the costs thereof have been paid may be used as provided in Minnesota Statutes, section 475.65, under the direction of the City Council. Thereafter, the Construction Fund is to be closed and any balance remaining therein and subsequent collections of Abatements are to be deposited in the Debt Service Fund.

Other than Bond proceeds to be used to reimburse the City for Project costs previously incurred no Bond proceeds will be disbursed from the Construction Fund until satisfaction of the contingencies for disbursement and set forth in the Financing Documents, including without limitation the following conditions and contingencies as determined by and in form and substance satisfactory to the Pricing Committee:

- a. The Developer shall have finalized design and construction documents for the construction of the public infrastructure necessary for the Event Stadium and development of the adjacent property included in a redevelopment tax increment financing district (the "TIF District"), which includes but is not necessarily limited to public rights-of-way/streets, public utilities, public open space areas, and demolition of existing structures and facilities;
- b. the Developer shall have performed all of its obligations under the terms of the Purchase Agreement between the Developer, the City and the EDA related to the purchase of the adjacent property in the TIF District (the "Purchase Agreement") and specifying that conveyance deeds for such property shall include a deed subject to a right of re-entry in accordance with Minnesota Statutes, Section 469.105;
- c. Developer having obtained final plat approval for the MASC Property and the property in the TIF District at least sufficient to permit construction of public rights-of-way/streets, public utilities, and public open space areas;
- d. Developer having submitted an electronically auditable 15-year pro forma financial statement for the Event Stadium and proposed developments of the TIF District and total development costs of the MASC Property and the property in the TIF District, demonstrating to the satisfaction of the City, among other things, that but-for the Bonds and any abatement bonds issued by the City in connection therewith, the Event Stadium and proposed development of the TIF District would not be feasible in the reasonably foreseeable future;
- e. Developer shall have executed and recorded against any property it has acquired under the terms of the Purchase Agreement a minimum assessment agreement satisfactory to the City.

3.03. Pledge of Tax Levy. For the purpose of paying the principal of and interest on the Bonds, to the extent determined necessary by the Pricing Committee, there shall be levied the Taxes upon all of the taxable property in the City, which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. The Taxes will be credited to the Debt Service Fund as provided above and will be in the years and amounts as to be set forth in the

Pricing Certificate. The tax levies will be irrevocable so long as any of the Bonds are outstanding and unpaid, provided that the City reserves the right to reduce the levies in the manner and to the extent permitted by Section 475.61, subdivision 3 of the Act, and the County Auditors of Anoka and Ramsey Counties, Minnesota (collectively the “County Auditor”) will thereupon reduce the levy collectible during such year by the amount so certified.

3.04. Debt Service Coverage. It is hereby determined that additional temporary bonds or permanent bonds and the estimated collections of Abatements and the foregoing Taxes will produce at least 5% in excess of the amount needed to meet when due the principal and interest payments on the Bonds.

3.05. General Obligation Pledge. It is determined that Abatements will equal at least 100% of the principal on the Bonds. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City will be and are hereby irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

3.06. City Covenants - Temporary Bonds. The City Council covenants and agrees in accordance with its statutory duties as provided under the Temporary Bond Act, that to the extent that the Bonds cannot be paid out of moneys available in the Debt Service Fund or out of other municipal funds which are available and appropriated by the City Council to such purpose when due, the City will pay and retire the Bonds and the interest thereon with the proceeds of additional temporary bonds or permanent bonds which the City Council will issue and sell at or prior to the maturity of the Bonds. The City intends to issue the Permanent Bonds. The proceeds of such additional temporary bonds or permanent bonds, and any taxes hereafter levied for that purpose are pledged to the Debt Service Fund.

3.07. Registration of Resolution. The City Clerk is directed to file a certified copy of this resolution with the County Auditors of Anoka and Ramsey Counties and to obtain the certificate required by Minnesota Statutes, Section 475.63.

Section 4. Authentication of Transcript.

4.01. City Proceedings and Records. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, will be deemed representations of the City as to the facts stated therein.

4.02. Certification as to Official Statement. The Mayor, City Manager, and Finance Director, or any of them, are hereby authorized and directed to certify that they have examined the

Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is, as of the date thereof, a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement, as it relates to the City and the Bonds.

4.03. Other Certificates. The Mayor, City Manager, and Finance Director, or any of them, are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor, City Manager, and Finance Director, or any of them, shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Finance Director shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

4.04. Electronic Signatures. The electronic signature of the Mayor, City Manager, and Finance Director, or any of them, to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) “electronic signature” means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or Adobe or a similarly digitally auditable signature gathering process; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

Section 5. Book-Entry System; Limited Obligation of City.

5.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in the Pricing Certificate. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

5.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar) of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of

principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Manager of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co.," will refer to such new nominee of DTC; and upon receipt of such a notice, the City Manager will promptly deliver a copy of the same to the Registrar and Paying Agent.

5.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

5.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

5.05. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 6. Continuing Disclosure.

6.01. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate is not an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

6.02. Execution of Continuing Disclosure Certificate. “Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate executed by the Mayor and City Manager and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

Section 7. Defeasance. When the Bonds and all accrued interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full or by depositing irrevocably in escrow, with a suitable institution qualified by law as an escrow agent for this purpose, cash or securities which are backed by the full faith and credit of the United States of America, or any other security authorized under Minnesota law for such purpose, bearing interest payable at such times and at such rates and maturing on such dates and in such amounts as shall be required and sufficient, subject to sale and/or reinvestment in like securities, to pay said obligation(s), which may include any interest payment on such Bond and/or principal amount due thereon at a stated maturity (or if irrevocable provision shall have been made for permitted prior redemption of such principal amount, at such earlier redemption date). If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

Passed and adopted this 16th day of September, 2024.

Mayor

Attest:

City Clerk

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon 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

EXHIBIT A

FORM OF BOND

No. R-__ UNITED STATES OF AMERICA \$_____
STATE OF MINNESOTA
COUNTIES OF ANOKA AND RAMSEY
CITY OF BLAINE

**TAXABLE GENERAL OBLIGATION TEMPORARY ABATEMENT
BOND, SERIES 2024D**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	_____, 2024	

Registered Owner: Cede & Co.

The City of Blaine, Minnesota, a duly organized and existing municipal corporation in Anoka and Ramsey Counties, Minnesota (the “City”), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum set forth above on the Maturity Date specified above, unless called for earlier redemption, with interest thereon from the date hereof at the annual Interest Rate specified above (calculated on the basis of a 360-day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing _____ 1, 202__, to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by U.S. Bank Trust Company, National Association, St. Paul, Minnesota, as Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 20__, and on any date thereafter to prepay Bonds due on or after February 1, 20__. 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 will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company (“DTC”) of the particular amount of such maturity to be prepaid. 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. Prepayments will be at a price of par plus accrued interest.

This Bond is one of an issue in the aggregate principal amount of \$_____ all of like original issue date and tenor, except as to number, denomination, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the City Council on September 16, 2024 (the "Resolution"), for the purpose of providing money to temporarily finance certain public improvements including without limitation acquisition and betterment of certain public infrastructure in connection with the development of an Event Stadium complex, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapters 469 and 475, as amended. The principal hereof and interest hereon are payable from permanent or additional temporary bonds to be issued to provide financing for the Project, from property tax abatements [and from ad valorem taxes levied on all taxable property in the City], all as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to issue and sell additional temporary bonds or permanent bonds to redeem the Bonds and to levy additional ad valorem taxes on all taxable property, in the City in the event of any deficiency in property tax abatements and ad valorem taxes pledged, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed in regular and due form, time and manner, that prior to the issuance of this bond the City Council of the City has provided funds for the payment of principal and interest on the bonds of this issue as the same become due, but the full

faith and credit of the City is pledged for their payment and additional taxes will be levied, if required for such purpose, without limitation as to the rate of amount; and that this bond, together with all other indebtedness of the City outstanding on the date of its issuance, does not exceed any constitutional, statutory or charter limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Blaine, Anoka and Ramsey Counties, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Manager and has caused this Bond to be dated as of the date set forth below.

Dated: _____, 2024

CITY OF BLAINE, MINNESOTA

(Facsimile)
City Manager

(Facsimile)
Mayor

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION

By _____
Its Authorized Representative

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants
in common

UNIF GIFT MIN ACT _____ Custodian _____
(Cust) (Minor)

TEN ENT -- as tenants
by entireties

under Uniform Gifts or
Transfers to Minors

JT TEN -- as joint tenants with
right of survivorship and Act
not as tenants in common (State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto
_____ the within Bond and all rights thereunder, and
does hereby irrevocably constitute and appoint _____ attorney to transfer
the said Bond on the books kept for registration of the within Bond, with full power of substitution
in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name
as it appears upon the face of the within Bond in every particular, without
alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the
Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion
Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP")
or other such "signature guarantee program" as may be determined by the Registrar in addition to,
or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act
of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the
assignee requested below is provided.

Name and Address: _____

(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

Date of Registration

_____, 2024

Registered Owner

Cede & Co.

Federal ID #13-2555119

Signature of Registrar

STATE OF MINNESOTA
COUNTY OF ANOKA

COUNTY AUDITOR'S
CERTIFICATE AS TO
TAX LEVY AND
REGISTRATION

I, the undersigned County Auditor of Anoka County, Minnesota, hereby certify that a certified copy of a resolution adopted by the City Council of the City of Blaine, Minnesota, on September 16, 2024, and the accompanying Certificate of Pricing Committee levying taxes for the payment of its \$_____ Taxable General Obligation Temporary Abatement Bonds, Series 2024D, dated as of date of delivery, has been filed in my office and said obligations have been registered on the register of obligations in my office and that such tax has been levied as required by law.

WITNESS My hand and official seal this _____ day of _____, 2024.

County Auditor
Anoka County, Minnesota

Deputy

STATE OF MINNESOTA
COUNTY OF RAMSEY

COUNTY AUDITOR'S
CERTIFICATE AS TO
TAX LEVY AND
REGISTRATION

I, the undersigned County Auditor of Anoka County, Minnesota, hereby certify that a certified copy of a resolution adopted by the City Council of the City of Blaine, Minnesota, on September 16, 2024, and the accompanying Certificate of Pricing Committee levying taxes for the payment of its \$_____ Taxable General Obligation Temporary Abatement Bonds, Series 2024D, dated as of date of delivery, has been filed in my office and said obligations have been registered on the register of obligations in my office and that such tax has been levied as required by law.

WITNESS My hand and official seal this _____ day of _____, 2024.

County Auditor
Anoka County, Minnesota

Deputy



City of Blaine Staff Report

File Number: RES 24-183

Agenda Date	Status
September 16, 2024	
In Control	File Type
City Council	Resolution

Administration - Jason Zimmerman, Finance Director

Agenda Item # 11.9

Resolution Authorizing the Sale of Taxable General Obligation Temporary Tax Abatement Bonds, Series 2024E, Subject to Certain Parameters

Executive Summary

Council is requested to authorize the competitive negotiated sale of Taxable General Obligation Temporary Tax Abatement Bonds, Series 2024E, in order to assist with financing the construction of a multipurpose event stadium within the 105th Avenue Redevelopment Area.

Background

In early 2021 the City Council identified the 105th Avenue/Radisson Road Industrial area as a priority location for the "Growth Management" portion of the City's strategic plan. Based on council direction, the City embarked on a visioning and design process for the area to assist in marketing and development efforts of the existing site, which consists of older industrial dwellings that are either antiquated due to their age or have excessive outdoor storage, making them inconsistent with the vision for the area. General discussions by the City Council identify this as a potential "city core" where the City should encourage walkable, entertainment-type uses that take advantage of the NSC and be an amenity to Blaine residents and visitors.

In the fall of 2021, a request for proposals (RFP) was advertised seeking proposals from architects to assist the City in preparation of a master plan for the 105th Avenue Redevelopment Area. The RFP was awarded to Sperides Reiners Architects Inc., who led the City Council through several meetings in the winter of 2022 to discuss options within the site and develop a concept consistent with Council goals. The master plan was received in the summer of 2022 outlining potential uses including hotels, restaurants, residential, and retail.

In order to advance redevelopment of the site, an RFP was advertised in fall 2022 seeking a qualified developer to revitalize the 105th Avenue Redevelopment Area. In the winter of 2022, the City Council selected Elevage Development Group, LLC, as the master developer for the site and charged them with

undertaking the construction of a mixed-use development consistent with the concepts outlined in the master plan.

Discussion began in the spring of 2023 to identify a process in which the developer could acquire rights to a portion of property that was controlled by the Minnesota Amateur Sports Commission (MASC)/National Sports Center (NSC). Based on legislation with which the property was originally acquired, MASC was allowed to lease up to 16 acres for private development. In May of 2024, the City issued bonds to secure a long-term lease agreement, with the intent of financing the project with new values not currently included in the City's property tax calculation. Without the City's assistance, this property would have remained vacant. Additionally, the funding provided to MASC for access to the property was fully reinvested back in the NSC campus for capital improvements.

As the redevelopment concept for this site has advanced, the City Council has been informed of financing considerations and requests from the developer. While the overall financial structure has evolved along with the development concept, the fundamental premise was a request for Tax Increment Financing, infrastructure development, and construction of a multi-year event stadium. Recent discussions regarding the financial structure of the redevelopment site with the Council have occurred on:

- [105th Redevelopment Area Schedule of Events - September 9](#)
- [105th Redevelopment Updates/Discussion - August 19](#)
- [105th Redevelopment District Updates/Project Discussion - July 8](#)
- [Stadium Event Financing Requirements - May 20](#)
- [105th Redevelopment Project Financing Discussion - May 13](#)

Taxable General Obligation Temporary Tax Abatement Bonds, Series 2024E, Subject to Certain Parameters

As part of the overall financing package, the master developer has requested the City provide assistance in financing the construction of a multipurpose event stadium to be located within the 105th Avenue Redevelopment Area. As outlined in state law, by establishing existing values, the city is authorized to issue tax abatement bonds. Generally, tax abatement is an authority to issue bonds and the mechanism to repay the debt can be any number of revenue streams. As outlined within the parameters resolution, the developer is required to enter into an approved, executed, and delivered event stadium sublease with lease payments, in an amount sufficient to pay the debt service of the permanent tax abatement bond. Assuming sufficient lease revenue is received, the city will be required to annually waive the levy requirement that would be traditionally associated with a tax abatement bond when certifying the property tax levy to the County Auditor.

The Series 2024E bonds are a general obligation of the City, secured by its full faith and credit and taxing power. In the event that the developer payments are insufficient to pay for the permanent bonds, the City is still responsible for making payment from whatever sources are available.

Municipal bonds are either categorized as taxable or tax-exempt. Series 2024E has been identified as taxable, as the proceeds are being used in part to finance activities within the bounds of private property. While this generally results in a higher interest rate due to investors paying taxes on income,

the city's AAA rating and General Obligation backing makes this financing more attractive than a traditional bank loan. Additionally, taxable bonds are not subject to the same arbitrage yield restrictions that tax-exempt bonds are subject to, effectively allowing interest to be earned in excess of interest paid.

The series 2024E bonds are also structured as temporary, rather than permanent financial instruments. While the majority of municipal bonds are permanent, temporary bonds are authorized by state law for a period of up to three years (which may be extended another three years for a total of six years) to pay interest only related to the carrying cost of the bonds. Temporary bonds are "upsized" in that the proceeds are used for the purpose of the project and to pay the carrying costs, or capitalized interest. At the time the bonds are refinanced as permanent, principal and interest is then paid from the dedicated revenue source, which in this case is intended to be lease payments from the developer. Advantages to utilizing temporary bonds in advance of permanent financing include:

- Principal repayment to align with revenue generation;
- Greater long-term flexibility when determining permanent financing; and
- Sizing the permanent structure as precisely as possible

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.

For awarding a bond sale, Blaine customarily coordinates the sale process to coincide with regularly scheduled City Council meetings. Typically, the City receives competitive bids the morning of a Council meeting and then the Council acts on the award resolution that same evening. In the overwhelming number of cases, this works very well for the City.

Issues such as market volatility, unique or unusual characteristics of a bond structure, or the potential lack of a quorum to award the bids may result in justification to request greater flexibility in the bonding process. An alternative to the traditional bonding method is an awarding resolution process which permits a separately designated committee to authorize awarding of the sale. This option is referred to as a "Parameters Resolution" approach, which includes the process outlined below:

1. The Council adopts a parameters resolution prior to the sale date. The parameters resolution authorizes the formation of a pricing committee consisting of the City Manager, Finance Director and Community Development Director. The pricing committee is then authorized by the parameters resolution to sign a contract (the bond purchase agreement) to sell the bonds to an underwriter, so long as several conditions are met.
 - a. Financial Parameters:
 1. Maximum (par) amount of \$38,500,000
 2. Maximum interest rate (true interest cost) of 4.75%
 3. Final maturity date is not later than three years from the date of issuance
 - b. Conditions and Contingencies:
 1. The developer of the property in the TIF District and certain adjacent property (or one or more affiliated entities, collectively, the "Developer") and the City or the EDA

shall have approved, executed and delivered a TIF Assistance and Disbursing Agreement, a Purchase Agreement, a Master Development Agreement and all other applicable documents referred to therein in forms satisfactory to the Pricing Committee (collectively, the “Financing Documents”);

2. The Developer and MASC shall have approved, executed and delivered a Ground Lease for use of MASC property adjacent to the TIF District in form satisfactory to the Pricing Committee;
3. The City and the EDA shall have approved and established the TIF District after a public hearing on October 7, 2024;
2. The City and Baker Tilly conduct the bond sale and the pricing committee awards the sale and executes the bond purchase agreement if the best bid for the bonds falls within the parameters specified in the resolution.

Also contained within the resolution are several conditions and contingencies that must be met in order to disburse the bond proceeds to the developer. These items are provided within section 3.02 of the attached resolution.

Significant Dates - 2024E Bond Sale (Anticipated):

Mon., Sept. 16	City Council considers Resolution authorizing parameters
Fri., Sept. 20	Comments to Baker Tilly on the first draft of the Preliminary Official Statement
Week of Sept. 30	Rating conference conducted
Thu., Oct. 9	Receipt of rating and rating report
Mon., Oct. 21	Sale of the bonds (10:00 am) and consideration of the award of the bonds by the pricing committee
Wed., Nov. 14	Receipt of proceeds and settlement of the bonds

Strategic Plan Relationship

The 105th Redevelopment Area has been identified in the Economic Development section of the Strategic Plan.

Board/Commission Review

Not required.

Financial Impact

The proceeds of the bond sale will be used to assist in financing the construction of a multipurpose event stadium within the west district of the 105th Avenue Redevelopment Area.

Temporary bonds are authorized by state law for a period of up to three years (which may be extended another three years for a total of six years), at which point they must be either paid or financed under a

permanent structure. Temporary bonds are interest only and allow for flexibility, accurate alignment of revenues, and appropriate sizing of permanent bonds at the time they are issued. The full financial impact will be known at the time of sale. As outlined in the parameters resolution, the developer is required to enter into an agreement with the City and provide lease payments sufficient to pay the debt service of the permanent bond.

The resolution has specific contingencies and conditions that need to be met for bonds to be sold. If said parameters are unfulfilled, the pricing committee is not authorized to conduct the sale.

Public Outreach/Input

This action serves to notify the public of the City's intent to issue bonds to finance improvements within the 105th Redevelopment Area.

Staff Recommendation

By motion, adopt the resolution authorizing the Sale of General Obligation Temporary Tax Abatement Bonds Series 2024E in the maximum principal amount of \$38,500,000; fixing their form and specifications; directing their execution and delivery; providing for the payment; and establishing a pricing committee.

Attachment List

1. General Obligation Temporary Tax Abatement Bonds - Series 2024E - Parameters Resolution



City of Blaine

Signature Copy

Resolution: RES 24-183

**Resolution Authorizing the Sale of Taxable General Obligation Temporary Tax Abatement Bonds,
Series 2024E, Subject to Certain Parameters**

See attached.

Extract of Minutes of Meeting
of the City Council of the City of
Blaine, Anoka and Ramsey Counties, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Blaine, Minnesota, was duly held in the City Hall in said City on Monday, September 16, 2024, commencing at 7:00 P.M.

The following members were present:

and the following were absent:

* * *

* * *

* * *

Member _____ introduced the following resolution, and moved its adoption:

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE SALE OF TAXABLE
GENERAL OBLIGATION TEMPORARY ABATEMENT BONDS,
SERIES 2024E, SUBJECT TO CERTAIN PARAMETERS;
FIXING THEIR FORM AND SPECIFICATIONS;
DIRECTING THEIR EXECUTION AND DELIVERY;
AND PROVIDING FOR THEIR PAYMENT

BE IT RESOLVED By the City Council of the City of Blaine, Anoka and Ramsey Counties, Minnesota (the “City”) as follows:

Section 1. Sale of Bonds.

1.01. It is determined that:

(a) On October 7, 2024, the City will hold a public hearing and consider adopting a resolution (the “Abatement Resolution”) approving property tax abatements (the “Abatements”) on certain property in the City (the “Abatement Parcels”) in the maximum amount of \$38,500,000 pursuant to Minnesota Statutes, Sections 469.1812 to 469.1815, as amended (the “Abatement Act”);

(b) Subject to approval of the Abatement, the City is authorized by the Abatement Act and Minnesota Statutes, Chapter 475, as amended (collectively, the “Act”), to issue its general obligation temporary tax abatement bonds on such terms and in such manner as the City determines to assist in financing the acquisition, construction and betterment of an event stadium complex (the “Project”), subject to certain limitations contained in the Act;

(c) The City is authorized by the provisions of Minnesota Statutes, Section 475.61, subdivision 6 (the “Temporary Bond Act”), to issue and sell temporary bonds to provide temporary financing for the costs of the Project in anticipation of the issuance by the City of permanent bonds;

(d) It is necessary and expedient to the sound financial management of the affairs of the City to issue its Taxable General Obligation Temporary Abatement Bonds, Series 2024E (the “Bonds”), subject to certain parameters provided herein, to provide financing for the Project pursuant to the Abatement;

(e) As required by the Temporary Bond Act, the maturity date of the Bonds will be no more than three years from the date the Bonds will be issued. The City intends to issue permanent general obligation abatement bonds (the “Permanent Bonds”) to refinance the Bonds and provide permanent financing for the Project.

1.02 Terms of Bond Sale; Notices. The City has retained Baker Tilly Municipal Advisors LLC, St. Paul, Minnesota (“Baker Tilly”) as independent municipal advisor, and, pursuant to Minnesota Statutes, Section 475.60, subdivision 2, paragraph 9, Baker Tilly is hereby authorized to solicit proposals for the Bonds on behalf of the City on a competitive basis without

requirement of published notice. The City hereby establishes a pricing committee with respect to the sale of the Bonds comprised of the City Manager, the Community Development Director and the City Finance Director (the “Pricing Committee”). The Pricing Committee is authorized in its discretion, upon satisfaction of the conditions for the issuance of the Bonds under the Act and with the advice of Baker Tilly MA, to (i) review proposals for the sale of the Bonds; (ii) award the sale of the Bonds to the prospective purchaser (the “Purchaser”), not later than the end of the 2nd calendar quarter of 2025, in an aggregate principal amount not to exceed the lesser of \$38,500,000 or the amount of the Abatements, plus any premium, with a true interest cost not to exceed 4.75% and a final maturity not later than 3 years from the date of issuance thereof; (iii) approve the dates for optional redemption or any mandatory sinking fund redemption schedule; (iv) approve the principal amounts and maturities of the Bonds; and (v) approve the tax levies for the repayment of the Bonds, if any, all as set forth in a Pricing Certificate executed by the Pricing Committee (the “Pricing Certificate”). The City hereby approves the sale of the Bonds to the Purchaser at the price, par bond principal amount, maturity schedule, and rates to be determined by the Pricing Committee based on the lowest true interest cost, subject to a determination by the Pricing Committee and with the advice of Baker Tilly MA, upon satisfaction of the conditions for the issuance of the Bonds under the Act and subject to satisfaction of the following conditions and contingencies:

a. the developer of the Event Stadium on the MASC property and certain adjacent property to be located in a tax increment financing district of the City (or one or more affiliated entities, collectively, the “Developer”) and the City or the EDA shall have approved, executed and delivered an Abatement Loan Agreement, a Mortgage, and a Disbursing Agreement, a Purchase Agreement, a Master Development Agreement and all other applicable documents referred to therein in forms satisfactory to the Pricing Committee (collectively, the “Financing Documents”);

b. the Developer and MASC shall have approved, executed and delivered a Ground Lease for use of MASC property in form satisfactory to the Pricing Committee;

c. the City and the EDA shall have approved the Abatements after a public hearing on October 7, 2024.

1.03. Contract with the Purchaser. Any amount paid by the Purchaser over the minimum purchase price shall be credited to the Debt Service Fund hereinafter created, or deposited in the Construction Fund hereinafter created, as determined by the City Finance Director after consultation with the City’s municipal advisor. The Mayor and City Manager are authorized to execute a contract with the Purchaser on behalf of the City, if requested by the Purchaser.

1.04 Terms and Principal Amounts of the Bonds. Subject to a determination by the Pricing Committee, the City will issue and sell the Bonds pursuant to the Act, in an aggregate principal amount not to exceed \$38,500,000 plus any premium, originally dated as of the date of issuance, in fully registered form, in denominations of \$5,000 each or any integral multiple thereof, numbered No. R-1 upward, bearing interest as determined by the Pricing Committee, and maturing on February 1 in the years and amounts as determined by the Pricing Committee.

As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts as set forth in the principal repayment schedule in the Pricing Certificate, and corresponding additions may be made to the provisions of the applicable Bond(s).

1.05. Optional Redemption. The Pricing Committee will determine whether and when the Bonds will be subject to optional redemption prior to maturity. If the Bonds are subject to optional redemption, the following provisions shall apply: 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 will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 6 hereof) of the particular amount of such maturity to be prepaid. 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. Prepayments will be at a price of par plus accrued interest.

Section 2. Form; Registration.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2025 or such other date determined by the Pricing Committee, to the registered owners thereof of record as of the close of business on the 15th day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The City will appoint, and will maintain, a bond registrar, transfer agent, authenticating agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar will keep at its designated corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may,

however, close the books for registration of any transfer after the 15th day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. Whenever any Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is, at any time, registered, as of the applicable record date, in the bond register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds, in an amount sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to the Registrar that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to the Registrar and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, written notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a

copy of the redemption notice by first class mail (postage prepaid) at least 30 days prior to the redemption date to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints U.S. Bank Trust Company, National Association, St. Paul, Minnesota, as the initial Registrar. The Mayor and the City Manager are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of the City Council, the City Finance Director must transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Finance Director and executed on behalf of the City by the signatures of the Mayor and the City Manager, provided that all signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of any Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed and authenticated, the City Finance Director will deliver the same to the Purchaser thereof upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

2.06. Form of Bonds. The Bonds will be printed or typewritten in substantially the form set forth in **EXHIBIT A** attached hereto.

2.07. Approving Legal Opinion. The City Finance Director is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis,

Minnesota, which will be complete except as to dating thereof and will cause the opinion to be printed on or accompany each Bond.

Section 3. Payment; Security; Pledges and Covenants.

3.01. Debt Service Fund. For the convenience and proper administration of the moneys to be borrowed and repaid on the Bonds, and to provide adequate and specific security for the Purchaser and holders from time to time of the Bonds, there is hereby created a special fund to be designated the “Taxable General Obligation Temporary Abatement Bonds, Series 2024E Debt Service Fund (the “Debt Service Fund”). The Debt Service Fund shall be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. There are hereby irrevocably appropriated and pledged to, and there shall be credited to, the Debt Service Fund: (a) a pro rata portion of any amount over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; (b) Abatement at the times and in the amounts set forth in the Abatement Resolution; (c) proceeds of ad valorem property taxes levied as determined by the Pricing Committee and allocated to the payment of debt service on the Bonds as set forth in the Pricing Certificate (the “Taxes”) and any collections of all taxes hereafter levied in the event that the Abatements herein pledged to the payment of the principal and interest on the Bonds are insufficient therefore; (d) all investment earnings on funds held in the Debt Service Fund; and (e) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Debt Service Fund. The Debt Service Fund shall be used solely to pay the principal and interest and any premiums for redemption of the Bonds and any other general obligation bonds of the City hereafter issued by the City and made payable from said fund as provided by law. The Debt Service Fund will be maintained in the manner herein specified until all of the Bonds and the interest thereon have been fully paid. The City Finance Director will report to the City Council any current or anticipated deficiency in the Debt Service Fund in the amount necessary to pay the principal of and interest on the Bonds when due. If a payment of principal or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the City Finance Director is directed to pay such principal or interest from other funds of the City, and such fund will be reimbursed for those advances out of the proceeds of Abatements and Taxes when collected.

3.02 Construction Fund. The City hereby creates the Taxable General Obligation Temporary Abatement Bonds, Series 2024E Construction Fund (the “Construction Fund”) to be administered and maintained by the City Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The proceeds of the Bonds, less the appropriations made in Section 3.01, together with any other funds appropriated for the Project will be deposited in the Construction Fund to be used solely to defray expenses of the Project and the payment of principal and interest on the Bonds prior to the completion and payment of all costs of the Project. From the Construction Fund there shall be paid the eligible costs and expenses of the Project, including capitalized and all other costs incurred and to be incurred of the kind authorized in Act; and the moneys in said fund shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Bonds may also be used to the extent necessary to pay interest on the Bonds due prior to the receipt of Abatements. Any balance

remaining in the Construction Fund after the Project is completed and the costs thereof have been paid may be used as provided in Minnesota Statutes, section 475.65, under the direction of the City Council. Thereafter, the Construction Fund is to be closed and any balance remaining therein and subsequent collections of Abatements are to be deposited in the Debt Service Fund.

Other than Bond proceeds to be used to reimburse the City for Project costs previously incurred no Bond proceeds will be disbursed from the Construction Fund until satisfaction of the contingencies for disbursement and set forth in the Financing Documents, including without limitation the following conditions and contingencies as determined by and in form and substance satisfactory to the Pricing Committee:

- a. the Developer and City or EDA shall have approved, executed and delivered an Event Stadium sublease for use of MASC property in form satisfactory to the Pricing Committee with lease payments, financial commitments and security, in an amount sufficient to pay the debt service of certain abatement bonds of the City;
- b. the Baseball League and Team shall have approved commitments, at minimum, during the term of the Event Stadium lease and anticipated duration of abatement bond financing;
- c. the Developer shall have approved, executed and delivered design and construction documents for Event Stadium construction;
- d. the Developer shall have obtained plat, zoning and building permit approvals to construct Event Stadium and public infrastructure;
- e. the Developer shall have approved, executed and delivered design and construction documents for the construction of the public infrastructure necessary for the Event Stadium and development of the adjacent property included in a redevelopment tax increment financing district (the "TIF District"), which includes but is not necessarily limited to public rights-of-way/streets, public utilities, public open space areas, and demolition of existing structures and facilities;
- f. the Developer shall have performed all of its obligations under the terms of the Purchase Agreement between the Developer, the City and the EDA related to the purchase of the adjacent property in the TIF District (the "Purchase Agreement") and specifying that conveyance deeds for such property shall include a deed subject to a right of re-entry in accordance with Minnesota Statutes, Section 469.105;
- g. Developer having obtained final plat approval for the MASC Property and the property in the TIF District at least sufficient to permit construction of public rights-of-way/streets, public utilities, and public open space areas;
- h. Developer having submitted an electronically auditable 15-year pro forma financial statement for the Event Stadium and proposed developments of the TIF District and total development costs of the MASC Property and the property in the TIF District, demonstrating to the satisfaction of the City, among other things, that but-for the Bonds and any abatement bonds issued by the City in connection therewith, the Event Stadium

and proposed development of the TIF District would not be feasible in the reasonably foreseeable future;

- i. Developer having closed on financing in an amount sufficient, together with equity commitments, to pay for the total development costs of Event Stadium and, together with proceeds of the Bonds and any abatement bonds issued by the City in connection therewith, the acquisition of the property in the TIF District in accordance with the Purchase Agreement, demolition, related site improvements and public infrastructure as described above;
- j. Developer shall have expended proceeds of its debt and equity from its equity investors on demolition, related site improvements and public infrastructure as described above in the amounts stated in the Financing Documents prior to disbursement of the Bonds, which amounts may be reimbursed with proceeds of the Bonds and any abatement bonds issued by the City in connection therewith upon incurring costs in excess of its equity and proceeds of its debt; and
- k. Developer shall have executed and recorded against any property it has acquired under the terms of the Purchase Agreement a minimum assessment agreement satisfactory to the City.

3.03. Pledge of Tax Levy. For the purpose of paying the principal of and interest on the Bonds, to the extent determined necessary by the Pricing Committee, there shall be levied the Taxes upon all of the taxable property in the City, which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. The Taxes will be credited to the Debt Service Fund as provided above and will be in the years and amounts as to be set forth in the Pricing Certificate. The tax levies will be irrevocable so long as any of the Bonds are outstanding and unpaid, provided that the City reserves the right to reduce the levies in the manner and to the extent permitted by Section 475.61, subdivision 3 of the Act, and the County Auditors of Anoka and Ramsey Counties, Minnesota (collectively the “County Auditor”) will thereupon reduce the levy collectible during such year by the amount so certified.

3.04. Debt Service Coverage. It is hereby determined that additional temporary bonds or permanent bonds and the estimated collections of Abatements and the foregoing Taxes will produce at least 5% in excess of the amount needed to meet when due the principal and interest payments on the Bonds.

3.05. General Obligation Pledge. It is determined that Abatements will equal at least 100% of the principal on the Bonds. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City will be and are hereby irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

3.06. City Covenants - Temporary Bonds. The City Council covenants and agrees in accordance with its statutory duties as provided under the Temporary Bond Act, that to the extent that the Bonds cannot be paid out of moneys available in the Debt Service Fund or out of other municipal funds which are available and appropriated by the City Council to such purpose when due, the City will pay and retire the Bonds and the interest thereon with the proceeds of additional temporary bonds or permanent bonds which the City Council will issue and sell at or prior to the maturity of the Bonds. The City intends to issue the Permanent Bonds. The proceeds of such additional temporary bonds or permanent bonds, and any taxes hereafter levied for that purpose are pledged to the Debt Service Fund.

3.07. Registration of Resolution. The City Clerk is directed to file a certified copy of this resolution with the County Auditors of Anoka and Ramsey Counties and to obtain the certificate required by Minnesota Statutes, Section 475.63.

Section 4. Authentication of Transcript.

4.01. City Proceedings and Records. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, will be deemed representations of the City as to the facts stated therein.

4.02. Certification as to Official Statement. The Mayor, City Manager, and Finance Director, or any of them, are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is, as of the date thereof, a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement, as it relates to the City and the Bonds.

4.03. Other Certificates. The Mayor, City Manager, and Finance Director, or any of them, are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor, City Manager, and Finance Director, or any of them, shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Finance Director shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

4.04. Electronic Signatures. The electronic signature of the Mayor, City Manager, and Finance Director, or any of them, to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) "electronic signature" means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or Adobe or a similarly digitally auditable signature gathering process; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable

document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

Section 5. Book-Entry System; Limited Obligation of City.

5.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in the Pricing Certificate. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

5.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar) of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City’s obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Manager of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.,” will refer to such new nominee of DTC; and upon receipt of such a notice, the City Manager will promptly deliver a copy of the same to the Registrar and Paying Agent.

5.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

5.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

5.05. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 6. Continuing Disclosure.

6.01. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate is not an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

6.02. Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Mayor and City Manager and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

Section 7. Defeasance. When the Bonds and all accrued interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full or by depositing irrevocably in escrow, with a suitable institution qualified by law as an escrow agent for this purpose, cash or securities which are backed by the full faith and credit of the United States of America, or any other security authorized under Minnesota law for such purpose, bearing interest payable at such times and at such rates and maturing on such dates and in such amounts as shall be required and sufficient, subject to sale and/or reinvestment in like securities, to pay said obligation(s), which may include any interest payment on such Bond and/or principal amount due thereon at a stated maturity (or if irrevocable provision shall have been made for permitted prior

redemption of such principal amount, at such earlier redemption date). If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

Passed and adopted this 16th day of September, 2024.

Mayor

Attest:

City Clerk

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon 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

EXHIBIT A

FORM OF BOND

No. R-__ UNITED STATES OF AMERICA \$ _____
STATE OF MINNESOTA
COUNTIES OF ANOKA AND RAMSEY
CITY OF BLAINE

**TAXABLE GENERAL OBLIGATION TEMPORARY ABATEMENT
BOND, SERIES 2024E**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	_____, 2024	

Registered Owner: Cede & Co.

The City of Blaine, Minnesota, a duly organized and existing municipal corporation in Anoka and Ramsey Counties, Minnesota (the “City”), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum set forth above on the Maturity Date specified above, unless called for earlier redemption, with interest thereon from the date hereof at the annual Interest Rate specified above (calculated on the basis of a 360-day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing _____ 1, 202__, to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by U.S. Bank Trust Company, National Association, St. Paul, Minnesota, as Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 20__, and on any date thereafter to prepay Bonds due on or after February 1, 20__. 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 will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company (“DTC”) of the particular amount of such maturity to be prepaid. 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. Prepayments will be at a price of par plus accrued interest.

This Bond is one of an issue in the aggregate principal amount of \$_____ all of like original issue date and tenor, except as to number, denomination, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the City Council on September 16, 2024 (the "Resolution"), for the purpose of providing money to temporarily finance the development of an Event Stadium complex, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapters 469 and 475, as amended. The principal hereof and interest hereon are payable from permanent or additional temporary bonds to be issued to provide financing for the Project, from property tax abatements [and from ad valorem taxes levied on all taxable property in the City], all as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to issue and sell additional temporary bonds or permanent bonds to redeem the Bonds and to levy additional ad valorem taxes on all taxable property, in the City in the event of any deficiency in property tax abatements and ad valorem taxes pledged, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed in regular and due form, time and manner, that prior to the issuance of this bond the City Council of the City has provided funds for the payment of principal and interest on the bonds of this issue as the same become due, but the full faith and credit of the City is pledged for their payment and additional taxes will be levied, if

required for such purpose, without limitation as to the rate of amount; and that this bond, together with all other indebtedness of the City outstanding on the date of its issuance, does not exceed any constitutional, statutory or charter limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Blaine, Anoka and Ramsey Counties, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Manager and has caused this Bond to be dated as of the date set forth below.

Dated: _____, 2024

CITY OF BLAINE, MINNESOTA

(Facsimile)
City Manager

(Facsimile)
Mayor

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION

By _____
Its Authorized Representative

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants
in common

UNIF GIFT MIN ACT _____ Custodian _____
(Cust) (Minor)

TEN ENT -- as tenants
by entireties

under Uniform Gifts or
Transfers to Minors

JT TEN -- as joint tenants with
right of survivorship and Act
not as tenants in common (State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other
identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Registrar</u>
_____, 2024	Cede & Co. Federal ID #13-2555119	_____

STATE OF MINNESOTA
COUNTY OF ANOKA

COUNTY AUDITOR'S
CERTIFICATE AS TO
TAX LEVY AND
REGISTRATION

I, the undersigned County Auditor of Anoka County, Minnesota, hereby certify that a certified copy of a resolution adopted by the City Council of the City of Blaine, Minnesota, on September 16, 2024, and the accompanying Certificate of Pricing Committee levying taxes for the payment of its \$_____ Taxable General Obligation Temporary Abatement Bonds, Series 2024E, dated as of date of delivery, has been filed in my office and said obligations have been registered on the register of obligations in my office and that such tax has been levied as required by law.

WITNESS My hand and official seal this _____ day of _____, 2024.

County Auditor
Anoka County, Minnesota

Deputy

STATE OF MINNESOTA
COUNTY OF RAMSEY

COUNTY AUDITOR'S
CERTIFICATE AS TO
TAX LEVY AND
REGISTRATION

I, the undersigned County Auditor of Anoka County, Minnesota, hereby certify that a certified copy of a resolution adopted by the City Council of the City of Blaine, Minnesota, on September 16, 2024, and the accompanying Certificate of Pricing Committee levying taxes for the payment of its \$_____ Taxable General Obligation Temporary Abatement Bonds, Series 2024E, dated as of date of delivery, has been filed in my office and said obligations have been registered on the register of obligations in my office and that such tax has been levied as required by law.

WITNESS My hand and official seal this _____ day of _____, 2024.

County Auditor
Anoka County, Minnesota

Deputy



City of Blaine Staff Report

File Number: RES 24-184

Agenda Date	Status
September 16, 2024	
In Control	File Type
City Council	Resolution

Administration - Jason Zimmerman, Finance Director

Agenda Item # 11.10

Resolution Adopting the Proposed 2025 City Property Tax Levy and Establishing the Date for the Truth-in-Taxation Meeting

Executive Summary

Minnesota Statute 275.065 requires the City to certify to the County Auditor the proposed property tax levy for taxes payable in the following year and establish the date for the Truth-in-Taxation meeting by September 30th.

Background

The City of Blaine is required to adopt a proposed property tax levy for 2025 and certify it to its County Auditors by September 30, 2024. In setting the proposed levy, Council should consider the proposed levy can only be decreased, not increased, prior to the adoption of the final levy in December.

In early 2023, the City engaged in a strategic planning process to update existing priorities that were established in 2020. The adopted plan consists of six strategic priorities - the issues of greatest importance to the city over the next four years. Keeping with tradition, in preparing the 2025 budget, staff was charged with considering these strategic priorities, ensuring proposed investments reflect Council policy direction.

- Financial Stability
- Economic Development
- Infrastructure Management
- Organizational Health
- Collaboration & Engagement
- Highway 65 Improvements

Of the city's six strategic priorities, financial stability has been a prominent theme throughout the 2025

levy and budget planning process. The Council has indicated a desire for staff to emphasize financial planning to position the City for long-term sustainability. This has resulted in a proposed levy that provides historical investment in Blaine's streets, parks, open spaces, and capital equipment. When compared to the 2024 levy, nearly half of the 2025 proposed levy increase is allocated to these capital activities. In addition to ensuring the City has sufficient resources to provide for essential city services, including public safety and street maintenance, the proposed levy will better position the City to prefund capital projects. This intentional policy decision will result in an immediate increase in the property tax levy, but will result in long-term savings as the City will reduce borrowing fees associated with the issuance of debt, including interest costs, which will be realized in further budgets.

In addition to the City's strategic priorities, the following established budgetary principles continue to guide staff:

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

Throughout the budgetary process, a number of objectives were identified. Because City Council goals and community needs continuously evolve, the City has chosen to use a modified zero-based budgeting (ZBB) model. ZBB is a budget that requires each department to start from a "zero base", analyze the department's needs and priorities, and move requests forward that support the desired outcomes identified below.

- Focusing on essential city services & funding these activities adequately
- Sustaining high quality city-operated public safety departments
- Investing in modern technology to improve services & increase efficiency
- Continuing to fund annual street reconstruction & maintenance projects
- Enhancing city parks, trails, & open spaces
- Fostering an efficient & transparent government
- Promoting citizen engagement
- Incorporating Council adopted Strategic Priorities
- Maintaining "AAA" credit rating

Upon certification to Anoka and Ramsey Counties, the proposed levy will be used to prepare the Proposed Property Tax Notice, also known as the Truth-in-Taxation (TNT) Notice. This notice is required to be mailed to property owners between November 11 and November 24 of each year and includes parcel specific estimated property taxes payable in the following year, should each taxing jurisdiction approve their levies as proposed.

Consistent with legislation enacted during the 2023 Legislative session, the 2025 Proposed Property Tax Notice is required to include a Supplemental Budget Information Form containing the overall change in levy for the county, each city, and each school district in the county to be included on the statement.

These parcel specific notices must also include the actual 2024 taxes and proposed 2025 taxes for the county, city, school district, Metropolitan Special Taxing Districts, and Other Special Taxing Districts.

Following the adoption of the preliminary levy, cities with a population over 500, counties, school districts, the Metropolitan Council, the Metropolitan Airports Commission, the Metropolitan Mosquito Control District, and any applicable regional library authority are required to conduct a public meeting between November 25 and December 30 to discuss the property tax levy and allow for public comment. The meeting is also required to be held at 6:00 p.m. or later. The current City budget calendar calls for Blaine to consider adopting the final 2025 levy and budgets at the December 16, 2024, City Council Meeting.

Strategic Plan Relationship

The City's financial performance relative to the adopted budget provide the best measurements of the City's adherence to maintaining the strategic goal of Financial Stability.

Board/Commission Review

The City Council has been provided the opportunity to review the proposed tax levy at individual or small group meetings as well as Council Workshops on August 19 and September 4.

Financial Impact

The property tax levy serves as the primary resource for the City to fund its operations. This provides for over 75% of the City's General Fund, which includes police and fire protection, 100% of general obligation debt service, and the largest one-time increase in capital funding the City has ever incurred.

The City continues not to tax its property owners with gas or electric franchise fees, has not implemented or proposed the imposition of a local option sales tax, nor collects a streetlight service charge. This taxation method provides clarity regarding the the cost and value of City services.

The appropriation of funds through the budget process establishes the spending parameters for Council approved initiatives.

Public Outreach/Input

No public notification is required at this stage of the process. The attached resolution sets December 16 at 7:00 p.m. as the date and time for the truth-in-taxation meeting, at which time the public will be allowed to comment on the 2025 property tax levy.

Staff Recommendation

Approve the resolution adopting the proposed 2025 City of Blaine property tax levy and establishing the date for the truth-in-taxation meeting.

Attachment List

1. Exhibit A - Proposed 2025 Property Tax Levy
2. Pay 2025 Debt Levy - Anoka County
3. Pay 2025 Debt Levy - Ramsey County



City of Blaine

Signature Copy

Resolution: RES 24-184

Resolution Adopting the Proposed 2025 City Property Tax Levy and Establishing the Date for the Truth-in-Taxation Meeting

WHEREAS, the Minnesota Statutes require the certification of a Proposed Tax Levy for taxes payable in 2025 by September 30, 2024, to the County Auditor; and

WHEREAS, the City issued General Obligation Capital Improvement Bonds, Series 2005A to finance the acquisition, construction, and furnishing of a new SBM Fire Station to be located in the 117th and Ulysses area. The City subsequently issued Series 2013A Crossover Refinancing of Series of 2005A to capitalize on an improved interest rate environment. SBM communities have agreed to a fixed funding allocation as follows: Blaine 76.0%; Mounds View 15.5%; and Spring Lake Park 8.5%. In accordance with the stated funding structure, staff recommends amending the scheduled levy of \$578,300 to \$439,539 and authorizes the County Auditor to cancel \$138,801 of the related levy for taxes payable in 2025; and

WHEREAS, the City was a partner to the issuance of the 2016A GO Capital Equipment Note that was issued by the City of Circle Pines, and Blaine's share of the principal and interest is funded by North Metro TV. Staff recommends waiving the scheduled levy of \$123,569 and authorizes the County Auditor to cancel \$123,569 of the related levy for taxes payable in 2025; and

WHEREAS, the 2025 scheduled levy for the 2024A GO Improvement Bonds is hereby estimated to be \$800,000 as provided by the City of Blaine's independent municipal advisor; and

WHEREAS, the 2025 scheduled levy for the 2024A GO Equipment Certificates is hereby estimated to be \$735,000 as provided by the City of Blaine's independent municipal advisor; and

WHEREAS, the City Council makes an irrevocable appropriation to the debt service funds of money actually on hand as outlined.

Series	Anoka County Value	Ramsey County Value	Council Approved
GO Improvement Bonds 2013A (67)	\$578,340.00	\$578,340.00	\$439,539.00
GO Improvement Bonds 2014A (68a)	-	-	-
GO Improvement Bonds 2014A (68b)	-	-	-
GO Equipment Capital Note 2016A (70) (NMTV)	123,568.31	-	-

GO Improvement Bonds 2016A (71a)	196,632.89	1,068,014.44	196,633.00
GO Improvement Bonds 2016A (71b)	163,891.55		163,892.00
GO Improvement Bonds 2016A (71d)	707,490.00		707,490.00
GO Taxable Improvement Bonds 2017A	251,710.55	251,710.55	251,711.00
GO Improvement Bonds 2019A	555,696.46	555,696.46	555,697.00
GO Capital Improvement Plan Bonds 2019B	486,937.50	486,937.50	486,938.00
GO Capital Improvement Plan Bonds 2020A	514,682.12	514,682.12	514,683.00
GO Improvement Bonds 2021A (78A)	466,087.79	466,087.79	466,088.00
GO Improvement Bonds 2021A (78B)	110,357.63	110,357.63	110,358.00
GO Improvement Bonds 2022 (79A)	680,312.69	680,312.69	680,313.00
GO Improvement Bonds 2023A (80A)	715,782.86	1,403,908.33	715,783.00
GO Improvement Bonds 2023A (80C)	689,325.00		689,325.00
GO Improvement Bonds 2024A (81)	502,604.55	-	505,200.00
GO Improvement Bonds 2024B - Street Imp.	-	-	800,000.00
GO Improvement Bonds 2024B - Equipment	-	-	735,000.00
Total	\$6,743,419.90	\$6,116,047.51	\$8,018,650.00

NOW, THEREFORE, BE IT RESOLVED that the City Council is proposing a preliminary 2025 property tax levy in the amount of \$50,248,907 as shown on Exhibit A attached hereto.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Blaine that the proposed sums of money be levied for the current year, collectible in 2025 upon the taxable property within the City of Blaine, Anoka and Ramsey Counties, Minnesota, and shall be certified to the County Auditors for Anoka and Ramsey Counties, Minnesota.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Blaine hereby reserves the right to adjust this levy as the result of any changes in the law or other property tax regulations.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Blaine hereby establishes the Truth-in-Taxation meeting for December 16, 2024, at 7:00 PM.

PASSED by the City Council of the City of Blaine this 16th day of September 2024.

Exhibit A

Proposed 2025 Property Tax Levy

General Fund	40,410,505
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Capital

Transportation (Pavement Management)	250,000
Parks & Trails	500,000
Capital Equipment	500,000
SBM Capital Equipment	569,752
Capital Total	1,819,752

City Debt Service	2025 Scheduled Levy	2025 Proposed Levy
GO Improvement Bonds 2013A (67)	578,340	439,539
GO Equipment Capital Note 2016A (70) (NMTV)*	123,569	-
GO Improvement Bonds 2016A (71a)	196,633	196,633
GO Improvement Bonds 2016A (71b)	163,892	163,892
GO Improvement Bonds 2016A (71d)	707,490	707,490
GO Taxable Improvement Bonds 2017A (72a)	251,711	251,711
GO Improvement Bonds 2019A (75)	555,697	555,697
GO Capital Improvement Plan Bonds 2019B (76)	486,938	486,938
GO Capital Improvement Plan Bonds 2020A (77)	514,683	514,683
GO Improvement Bonds 2021A (78A)	466,088	466,088
GO Improvement Bonds 2021A (78B)	110,358	110,358
GO Improvement Bonds 2022 (79A)	680,313	680,313
GO Improvement Bonds 2023A (80A)	715,783	715,783
GO Equipment Certificates 2023A (80C)	689,325	689,325
GO Improvement Bonds 2024B**	-	800,000
GO Equipment Certificates 2024B**	-	735,000
City Debt Service Total	6,240,820	7,513,450

Tax Abatement

GO Tax Abatement Bonds 2024A (81)***	502,605	505,200
Tax Abatement Total	502,605	505,200

Total 2025 Proposed Property Tax Levy	50,248,907
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* The City was a partner to the issuance of the 2016A GO Capital Equipment Note that was issued by the City of Circle Pines, and Blaine's share of the principal and interest is funded by North Metro TV. Staff recommends Council waive this scheduled levy.

** The GO Improvement Bonds 2024A (\$800,000) and GO Equipment Certificates 2024A (\$735,000) debt service is estimated based on information provided by Blaine's independent municipal advisors.

*** GO Tax Abatement Bonds 2024A (\$505,200) used to finance lease rights to NSC property within 105th Avenue Redevelopment Area; taxes generated from construction within abatement area intended to offset debt service levy.

Levy Schedule for 2025

Aug. 06, 2024

City of Blaine		Date	Original Amount Issued	Levy Scheduled for 2025
67	Refunding (General Obligation)	05/30/2013	\$4,900,000.00	\$578,340.00
70	General Obligation (Capital Note)	04/14/2016	\$961,401.00	\$123,568.31
71a	GO Special Assessment (Improvement	08/17/2016	\$1,935,000.00	\$196,632.89
71b	GO Special Assessment (Street Recons	08/17/2016	\$1,550,000.00	\$163,891.55
71d	Refunding (General Obligation)	08/17/2016	\$5,490,000.00	\$707,490.00
72a	GO Special Assessment (Improvement	12/05/2017	\$4,010,000.00	\$251,710.55
75	GO Special Assessment	06/19/2019	\$9,635,000.00	\$555,696.46
76	General Obligation (CIP)	09/05/2019	\$3,725,000.00	\$486,937.50
77	GO Special Assessment (Improvement)	11/19/2020	\$9,815,000.00	\$514,682.12
78A	GO Special Assessment (Improvement	05/20/2021	\$8,140,000.00	\$466,087.79
78B	GO Special Assessment (Street Recons	05/20/2021	\$1,370,000.00	\$110,357.63
79A	GO Special Assessment (Improvement	12/08/2022	\$10,060,000.00	\$680,312.69
80A	General Obligation (Assessable Improv	12/21/2023	\$9,475,000.00	\$715,782.86
80C	General Obligation (Equipment)	12/21/2023	\$2,830,000.00	\$689,325.00
81	General Obligation (Tax Abatement)	05/30/2024	\$11,610,000.00	\$502,604.55

City of Blaine Total:	\$6,743,419.90
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City of BLAINE

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BOND ISSUES	ORIGINAL PRINCIPAL	DATE ISSUED	Levy year 2024 PAYABLE 2025 DEBT LEVY	ADDITIONS OR REDUCTIONS BY RESOLUTION	CERTIFIED DEBT LEVY
=====	=====	=====	=====	=====	=====
GO IMP Refunding 2013A	4,900,000	30-May-13	578,340.00	0.00	578,340.00
GO 2016A Refunding	10,195,000	17-Aug-16	1,068,014.44	0.00	1,068,014.44
GO Improvement 2017A	4,010,000	5-Dec-17	251,710.55	0.00	251,710.55
GO Improvement 2019A	9,635,000	28-Jun-19	555,696.46	0.00	555,696.46
GO Improvement 2019B	3,725,000	4-Sep-19	486,937.50	0.00	486,937.50
GO Improvement 2020A	9,815,000	19-Oct-20	514,682.12	0.00	514,682.12
GO Improvement 2021A(i)	8,140,000	20-May-21	466,087.79	0.00	466,087.79
GO Improvement 2021A(SR)	1,370,000	20-May-21	110,357.63	0.00	110,357.63
GO Improvement 2022A	13,590,000	8-Dec-22	680,312.69	0.00	680,312.69
GO IMP., Utility & Equip., 2023A	22,280,000	4-Dec-24	1,403,908.33	0.00	1,403,908.33
			=====	=====	=====
			\$6,116,047.51	\$0.00	\$6,116,047.51
			=====	=====	=====

I hereby certify that the above schedule of bond levies to be spread on the payable 2025 tax rolls agrees with the City records and is true and correct. Copies of any resolutions which increase or reduce these levies are attached.

Sign: _____

Date: _____

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