



City of Blaine

City Council

October 21, 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. 2024-490 Schedule of Bills Paid
Sponsors: Jason Zimmerman, Finance Director

8.2. 2024-493 Approval of Minutes
Sponsors: Cathy Sorensen, City Clerk

8.3. 2024-488 Approve a Temporary On-Sale Intoxicating Liquor License for Giesenbrau Bier Co., for a Special Event at Thorne Bros., 10091 Central Avenue NE
Sponsors: Cathy Sorensen, City Clerk

- 8.4.** RES 23-102 Resolution Approving a Premise Permit for Lawful Gambling Activity for Centennial High School Football Boosters
Sponsors: Cathy Sorensen, City Clerk
- 8.5.** RES 24-180 Amending and Restating Resolution 24-180; Authorizing the Sale of General Obligation Improvement, Utility, and Equipment Bonds, Series 2024B, Subject to Certain Parameters; Fixing Their Form and Specifications; Directing Their Execution and Delivery; and Providing For Their Payment
Sponsors: Jason Zimmerman, Finance Director
- 8.6.** RES 24-204 Resolution to Approve the 2025 Intensive Comprehensive Peace Officer Education and Training Grant
Sponsors: Brian Podany, Safety Services Manager/Police Chief
- 8.7.** 2024-442 Authorize the Mayor and City Manager to Enter into a One-Year Contract with the State of Minnesota for a Four-day per Week Institution Community Work Crew in the Amount of \$105,500
Sponsors: Jason Grode, Deputy Public Works Director
- 8.8.** RES 24-207 Resolution Accepting a Bid from Rivard Contracting for Tree Removal Services and Authorizing Execution of an Agreement
Sponsors: Nick Fleischhacker, Public Works Director
- 8.9.** 2024-503 Approve Temporary Parking Restrictions for a Halloween Event on October 31, 2024
Sponsors: Brian Podany, Safety Services Manager/Police Chief
- 8.10.** RES 23-74 Resolution Authorizing the Mayor and City Manager to Enter into a Settlement Agreement, Waiver, and Release with Irene A. Tambyln to Acquire Temporary and Permanent Easements From Property at 12730 Lever Street NE (Anoka County Court File No. 02-CV-20-2825 and 02-CV-22-930)
Sponsors: Michelle Wolfe, City Manager

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

10. Development Business

- 10.1.** ORD 24-2566 Second 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

- 10.2.** RES 24-198 Resolution Granting a Conditional Use Permit for a Multipurpose Stadium, Building Over 50 Feet in Height, and Lighting Over 50 Feet in Height, in the 105th Redevelopment District (RD) at 1985 105th Avenue NE. EB Blaine Development LLC (Blaine Town Center Stadium) (Case File No. 24-0050/SAS)
Sponsors: Sheila Sellman, City Planner

11. Administration

12. Other Business

13. Adjournment

CITY OF BLAINE**SCHEDULE OF BILLS PAID****APPROVED ON 10/21/2024 FOR PAYMENTS THE WEEK OF 09/27/2024**

Vendor Name	Description	Amount
ABC SIGN & GRAPHIC INC	Signage for Dog Park	\$ 190.00
ABC SIGN & GRAPHIC INC	Metal Park Sign Broken Oaks Park	\$ 215.00
ACME TOOLS	Hose Reel; 2449	\$ 465.98
AMAZON CAPITAL SERVICES	PW; Metal Clipboards/dividers/index pockets	\$ 38.38
AMAZON CAPITAL SERVICES	Book - MACY	\$ 39.00
AMAZON CAPITAL SERVICES	Dymo printer and labels for Elections	\$ 233.90
AMAZON CAPITAL SERVICES	Refund of General Supplies	\$ (47.98)
AMAZON CAPITAL SERVICES	Level, Tape Measure, iPad storage case, Flashlight	\$ 79.13
AMAZON CAPITAL SERVICES	PW; Metal Clipboards/dividers/index pockets	\$ 673.75
AMAZON CAPITAL SERVICES	doorbell, Kleenex, tags, paper	\$ 183.94
AMAZON CAPITAL SERVICES	Work Boots Jim Brennan	\$ 251.45
AMAZON CAPITAL SERVICES	supplies for events	\$ 65.97
AMAZON CAPITAL SERVICES	Unleaded Fuel Nozzles; Fuel Island	\$ 433.64
AMAZON CAPITAL SERVICES	Laptop Docking Stations	\$ 938.40
AMAZON CAPITAL SERVICES	Rubber bands, tape, highlighters, posits	\$ 68.88
AMAZON CAPITAL SERVICES	art for worldfest	\$ 191.93
AMBA HOLDINGS LLC	Fire Suppression Grant - AMBA Holdings	\$ 24,500.00
ANOKA HENNEPIN COMMUNITY ED	room rental for Little School August	\$ 450.00
APPLE FORD WHITE BEAR LAKE	Brakes/Rotors/Seat recline recall	\$ 674.10
ARVOLD LEE	Park & Rec Refund	\$ 60.00
ASPEN MILLS INC	clothing and uniforms	\$ 149.99
ASPEN MILLS INC	clothing and uniforms	\$ 171.84
ASPEN MILLS INC	clothing and uniforms	\$ 75.25
ASPEN MILLS INC	clothing and uniforms	\$ 1,695.12
ASPEN MILLS INC	clothing and uniforms	\$ 619.05
ASPEN MILLS INC	clothing and uniforms	\$ 619.05
ASPEN MILLS INC	clothing and uniforms	\$ 619.05
ASPEN MILLS INC	clothing and uniforms	\$ 619.05
ASPEN MILLS INC	clothing and uniforms	\$ 69.45
ASPEN MILLS INC	clothing and uniforms	\$ 39.99
AT&T MOBILITY	bait trailer data service	\$ 66.96
AXON ENTERPRISES INC	3 new in squad camera systems	\$ 249.60
BARNUM COMPANIES INC	PW/Cold Storage; Planned Gate Maint.	\$ 660.60
BARR ENGINEERING COMPANY	WTP2 Preventative Maintenance CO 1, I/P 23-20	\$ 873.00
BEAUDRY OIL & PROPANE	Fuel Delivery	\$ 14,982.94
BEAUDRY OIL & PROPANE	Fuel Delivery	\$ 6,023.91
BLAINE LOCK & SAFE INC	door repair at Lakeside Commons Park	\$ 162.50
BLUE OX HEATING & AIR	Permit Refund B24-04271 & B24-04237	\$ 61.00
BLUE OX HEATING & AIR	Permit Refund B24-04271 & B24-04237	\$ 121.00
BOULDER CONTRACTING LLC	Escrow Refund - 13013 Packard ST NE	\$ 4,800.00
BOUND TREE MEDICAL LLC	Medical Supplies	\$ 209.85

BRAD'S CATCH BASIN REPAIR LLC	Concrete for memorial bench at Pioneer Park	\$	2,300.00
BRAUN INTERTEC CORPORATION	Construction Materials Testing I/P 24-07	\$	13,178.50
BRONSON DANIEL P	Performance at Oktoberfest	\$	175.00
BURSH ANDREW	Park & Rec Refund	\$	60.00
CAPITAL ONE TRADE CREDIT	Spray gun/drill bits; Parks	\$	56.98
CAPITOL HILL ASSOICATES INC	Federal Lobbyist Services July 2024-March 2025	\$	4,500.00
CARQUEST AUTO PARTS STORES	Brake Rotor; 5125	\$	134.54
CENTERPOINT ENERGY	750 Cloverleaf Parkway	\$	95.61
CENTRAL TURF & IRRIGATION SUPPLY INC	Irrigation supplies; BBC Break	\$	101.40
CENTURYLINK	Telephone Service	\$	73.90
CES IMAGING	Plotter Supplies	\$	233.20
CHET'S SHOES INC	Chain Saw Boots; New Hire Vanvleet & Chester	\$	678.30
CINTAS CORPORATION	CH Mats/Rugs	\$	205.47
CINTAS CORPORATION	Uniform/Rug Rentals - PW	\$	411.78
CINTAS CORPORATION	PW med supply cabinet	\$	213.99
COLVIN ZACK	Park & Rec Refund	\$	40.00
COMCAST	Public Works Internet Service	\$	201.47
COMCAST	Fiber Internet Service	\$	1,335.48
CONNEXUS ENERGY	Street Lights (101st Court), I/P 24-06	\$	978.25
CONNEXUS ENERGY	Outdoor Lighting System-Street Light, I/P 24-06	\$	29,714.25
CONNEXUS ENERGY-UTILITY PAYMENTS	August 2024 Electric	\$	69,245.75
CORE & MAIN LP	1.5" Meter for Resale	\$	3,271.80
CORE & MAIN LP	3/4" Residential Meters for Resale	\$	2,851.83
CORE & MAIN LP	Epoxy for WM break	\$	446.65
COREMARK METALS	Steel for 2425	\$	110.25
CREATIVE HOMES INC	Escrow Refund - 4817 124th CIR NE	\$	5,000.00
CREATIVE HOMES INC	Escrow Refund - 4806 128th CIR NE	\$	4,700.00
CREATIVE HOMES INC	Escrow Refund - 4846 128th CIR NE	\$	4,900.00
CREATIVE HOMES INC	Escrow Refund - 4826 128th CIR NE	\$	4,900.00
CREATIVE HOMES INC	Escrow Refund - 4863 127th CIR NE	\$	4,900.00
CREATIVE HOMES INC	Escrow Refund - 4525 132nd LN NE	\$	4,800.00
D R HORTON INC	Escrow Refund - 12718 Erskin ST NE	\$	5,000.00
D R HORTON INC	Escrow Refund - 12708 Erskin ST NE	\$	7,300.00
DALEIDEN JENNA	Park & Rec Refund	\$	40.00
DARRELL'S CONTRACTING INC	Asphalt Trail Repair; Austin Park	\$	2,000.00
DELEGARD TOOL COMPANY	Fuel Inj Tool; Mechanics	\$	379.42
DELEGARD TOOL COMPANY	Tools for Mechanics Shop	\$	268.97
ECM PUBLISHERS INC	2024 Public Hearing Notices	\$	118.25
EMERGENCY AUTOMOTIVE	Bearcat Uplift/ Gun Mounts/ Auto Eject Charger Cord	\$	2,666.69
ETERNITY HOMES LLC	Escrow Refund - 4688 130th LN NE	\$	4,700.00
FERGUSON WATERWORKS #2518	Hydrant Repair Parts; Water	\$	2,675.79
FERGUSON WATERWORKS #2518	Water Main repair parts; Stock	\$	9,385.88
FISERV	August FISERV Payment	\$	143.24
FOREST LAKE CONTRACTING INC	Millings	\$	1,100.00
FRIENDLY CHEVROLET INC	Windshield Washer Pumps/Hitch Plug; PD	\$	23.97
FRIENDLY CHEVROLET INC	Windshield Washer Pumps/Hitch Plug; PD	\$	15.98
FRIENDLY CHEVROLET INC	Windshield Washer Pumps/Hitch Plug; PD	\$	43.20
FUN EXPRESS LLC	supplies for flashlight pumpkin	\$	952.90

GLOWING HEARTH & HOME	Permit Refund B24-03307	\$	60.00
GRAINGER	Safety Equip for new hires/US Flags	\$	735.45
GRAINGER	CH door air hoses	\$	153.15
GRAMS JARED	Park & Rec Refund	\$	130.00
GROUP HEALTH NON-PATIENT A/R	Wellness Program Non-Member Charges (August)	\$	224.00
GUALDONI THOMAS D	Performance at Oktoberfest	\$	175.00
GUTTERMAN NICOLE	Park & Rec Refund	\$	110.00
HALGRIMSON BLAKE	Park & Rec Refund	\$	40.00
HANLON KIM	Park & Rec Refund	\$	40.00
HAWKINS INC	Water Treatment Chemicals	\$	14,973.70
HENNING PROFESSIONAL SERVICES INC	Right-of-Way Acquisition Services, I/P 24-07	\$	1,922.96
IMPACT PROVEN SOLUTIONS	2024 UTILITY BILLING INVOICE PRINTING	\$	4,717.75
INSTRUMENTAL RESEARCH INC	Water Sample Testing	\$	960.00
IUOE LOCAL 49 FRINGE BENEFIT FUNDS	August Union Apprenticeship Fund	\$	774.40
JACOBSON RONALD E	Performance at Oktoberfest	\$	175.00
JOHNSON LITHO GRAPHICS	September/October City Newsletter	\$	14,323.26
LAMETTRY'S COLLISION INC	Repairs to squad 5320	\$	1,999.06
LAWSON PRODUCTS INC	Blue Precaution stripe Paint: water	\$	120.96
LAWSON PRODUCTS INC	Mechanic shop supplies	\$	534.66
LEAGUE OF MN CITIES	2024 City Membership Dues (Sept-Dec)	\$	13,268.00
LENNAR	Escrow Refund - 11070 Okinawa ST NE	\$	5,000.00
M/I HOMES	Escrow Refund - 11228 Pierce PL NE	\$	7,400.00
MARTIN MARIETTA MATERIALS	Patching Material; Streets/Rubble removal; Parks	\$	2,439.68
MARTIN MARIETTA MATERIALS	Patching Material; Streets/Rubble removal; Parks	\$	75.00
MARTIN MARIETTA MATERIALS	Disposal Fee; Quincy Park	\$	25.00
MARTIN MARIETTA MATERIALS	Patching Material for Streets	\$	1,607.70
MARTIN MARIETTA MATERIALS	Patching Material for Streets	\$	2,033.57
MARTIN MARIETTA MATERIALS	Patching Material for Streets	\$	2,349.94
MC TOOL & SAFETY SALES	Safety Supplies: Safety Vests	\$	106.88
MENARDS - BLAINE	PW garage door repair	\$	72.54
MENARDS - BLAINE	Water Main Break Insulation; Water	\$	194.80
MENARDS - BLAINE	Supplies for K9 training	\$	8.98
MENARDS - BLAINE	Locks and hardware for Pickleball Box	\$	48.36
METRO BLOOMS DESIGN + BUILD LLC	Sign design for wetlands	\$	550.00
METRO SALES INCORPORATED	Copier Maintenance and Support	\$	1,690.00
MEYER ANDREW	Park & Rec Refund	\$	40.00
MINNEAPOLIS OXYGEN COMPANY	Oxygen Cylinders for Patrol Operations	\$	188.36
MINNEAPOLIS OXYGEN COMPANY	Oxygen Cylinders for Patrol Operations	\$	384.26
MINNESOTA EQUIPMENT - HAM LAKE	Hard Hats; New employees	\$	235.98
MP NEXLEVEL LLC	2024 Capital; Fiber Connections to Water Assets	\$	18,210.60
M-R SIGN COMPANY INC	Galvanized Sign Posts	\$	1,600.00
MTI DISTRIBUTING INC	Mower Repair	\$	12,068.23
MTI DISTRIBUTING INC	Weed Whip Heads	\$	189.87
MTI DISTRIBUTING INC	CREDIT	\$	(571.27)
MTI DISTRIBUTING INC	Wheel; 2411	\$	162.39
MTI DISTRIBUTING INC	B/O Wheel; 2411	\$	185.06
MTI DISTRIBUTING INC	Pan/Plate/Gasket/Tube: Mower 2427	\$	496.62
NATIONAL SPORTS CENTER	MASC/COB Field 55/46 Construction Draw #2	\$	2,200,000.00

NORTHERN AIR CORPORATION	Condensing unit; Well 1	\$	9,928.00
NORTHERN AIR CORPORATION	A/C Work at Well 1	\$	4,764.00
OFFICE OF MNIT SERVICES	Telephone and Internet Services	\$	586.68
OPPORTUNITY SERVICES INC	Cleaning Services - August	\$	1,819.94
OPTIMIZE PHYSICAL THERAPY	Wellness Program Initiative - Stretching Program	\$	750.00
O'REILLY AUTOMOTIVE INC	Brake Parts; 1248	\$	815.79
O'REILLY AUTOMOTIVE INC	Regulator/Brake pads/rotors; 5125	\$	237.56
O'REILLY AUTOMOTIVE INC	Regulator/Brake pads/rotors; 5125	\$	53.77
O'REILLY AUTOMOTIVE INC	Fuel Pump; 5125	\$	66.84
O'REILLY AUTOMOTIVE INC	Brake Parts; 1248	\$	98.98
O'REILLY AUTOMOTIVE INC	CREDIT	\$	(79.50)
O'REILLY AUTOMOTIVE INC	Filters for 5304	\$	22.02
PARK CONSTRUCTION COMPANY	2024 Northwest Area Street Reconst. I/P 24-05	\$	698,351.79
POLSON MAX	Park & Rec Refund	\$	80.00
PRAIRIE RESTORATIONS INC	Monarch Pond Management	\$	1,100.00
PREMIER GRAPHIC SOLUTIONS LLC	Cutting Plotter Fonts/Graphics; Sign Shop	\$	1,899.00
PRICE CUSTOM HOMES	Escrow Refund - 1054 109th CT NE	\$	5,000.00
RASMUSSEN AMANDA	Park & Rec Refund	\$	130.00
RC HEATING & AIR CONDITIONING	Permit Refund B24-03109	\$	60.00
REHDER MARK	Forestry Consulting; July-Aug	\$	1,290.73
SAXON FLEET SERVICES	Community Standards (fire insp) vehicles x2	\$	43,594.00
SAXON FLEET SERVICES	Community Standards (fire ins) vehicles x2	\$	43,594.00
SCHINDLER ELEVATOR CORPORATION	CH elevator repair	\$	985.16
SHORT ELLIOTT HENDRICKSON INC	Design & Const Services-Pleasure Creek, I/P 24-06	\$	63,012.20
SHORT ELLIOTT HENDRICKSON INC	2025 Street Rehab Project, I/P 25-05	\$	11,878.18
STATE OF MINNESOTA	Court costs	\$	36.00
STEFANI HAVEL LLC	Workplace Communication Training	\$	4,600.00
STOKES ANDRES	Park & Rec Refund	\$	130.00
STREICHER'S	50 training fuze	\$	1,085.00
SUBURBAN TIRE WHOLESALE INC	Tires for 2411	\$	255.58
SUBURBAN TIRE WHOLESALE INC	Tires; 5304	\$	282.16
SUNDERLAND PLUMBING INC	Permit Refund B24-04297	\$	148.80
T-MOBILE USA INC	Timing advanced data service for cell	\$	50.00
TRANS UNION LLC	Credit Report for background of employees	\$	129.92
TURFWERKS	2024 Capital; Parks Top Dresser #2444	\$	46,329.60
TWIN CITIES TRANSPORT & RECOVERY	Tow for 5338 (Bearcat - Pullout)	\$	200.00
TYGE SHARON	Park & Rec Refund	\$	60.00
VALLEY PAVING INC	Ulysses Street, 117th Avenue Roundabout, I/P 23-09	\$	101,567.34
VALLEY PAVING INC	Ulysses Street, 117th Avenue Roundabout, I/P 23-09	\$	186,432.74
VEOCI INC	Emergency Management Software used for EOC	\$	14,581.00
VERGES JOSHUA	Adult Tennis Third Place Winner	\$	25.00
VERIZON WIRELESS	Telephone Service	\$	80.02
WATER CONSERVATION SERVICES INC	Water Main Leak Detection 8/16/24	\$	354.24
WINDOW NATION	Permit Refund B24-04219	\$	81.00
XCEL ENERGY	9191 Lincoln ST NE	\$	35.43
ZAJAC SARAH	Park & Rec Refund	\$	30.00
ZAYO GROUP LLC	Telephone Service	\$	6,635.02
ZIEGLER INC	Air Leak/Steering Cylinder; 1119	\$	3,720.72

\$ 3,828,341.97

CITY OF BLAINE

**SUBSET OF PAYMENTS BETWEEN \$20,000 AND \$50,000 FROM THE SCHEDULE OF BILLS PAID
APPROVED ON 10/21/2024 FOR PAYMENTS THE WEEK OF 09/27/2024**

Vendor Name	Description	Amount
AMBA HOLDINGS LLC	Fire Suppression Grant - AMBA Holdings	\$ 24,500.00
CONNEXUS ENERGY	Outdoor Lighting System-Street Light, I/P 24-06	\$ 29,714.25
SAXON FLEET SERVICES	Community Standards (fire insp) vehicles x2	\$ 43,594.00
SAXON FLEET SERVICES	Community Standards (fire ins) vehicles x2	\$ 43,594.00
TURFWERKS	2024 Capital; Parks Top Dresser #2444	\$ 46,329.60

CITY OF BLAINE

**SUBSET OF PAYMENTS BETWEEN \$20,000 AND \$50,000 FROM THE SCHEDULE OF BILLS PAID
APPROVED ON 10/21/24 FOR PAYMENTS THE WEEK OF 10/04/2024**

Vendor Name	Description	Amount
ANOKA COUNTY	Pedestrian Trail, JPA C00010584/SAP 002-617-032, I/P 20-40	\$ 62,965.16
ANOKA COUNTY LICENSE BUREAU	Tab Renewal - PD	\$ 16.25
ANOKA COUNTY TREASURY DEPARTMENT	2024 1st Qtr Signal Maintenance	\$ 2,407.80
ANOKA COUNTY TREASURY DEPARTMENT	Connect Anoka County Fiber	\$ 812.50
ASPEN GARDEN HOLDINGS LLC	Full escrow refund, SP17-10, Aspen Village	\$ 35,698.00
ASPEN MILLS INC	clothing and uniforms	\$ 176.20
ASPEN MILLS INC	clothing and uniforms	\$ 320.00
ASPEN MILLS INC	clothing and uniforms	\$ 81.95
ASPEN MILLS INC	clothing and uniforms	\$ 99.85
ASPEN MILLS INC	clothing and uniforms	\$ 10.85
ASPEN MILLS INC	clothing and uniforms	\$ 180.35
ASPEN MILLS INC	clothing and uniforms	\$ 43.48
ASPEN MILLS INC	clothing and uniforms	\$ 59.00
ASPEN MILLS INC	clothing and uniforms	\$ 99.85
ASPEN MILLS INC	clothing and uniforms	\$ 54.80
ASPEN MILLS INC	Anttila uniform - 4 shirts	\$ 299.56
ASPEN MILLS INC	clothing and uniforms	\$ 59.95
ASPEN MILLS INC	clothing and uniforms	\$ 134.95
ASPEN MILLS INC	clothing and uniforms	\$ 8.00
ASPEN MILLS INC	clothing and uniforms	\$ 46.85
AT&T	cell phone tower dump - case # 24188432 - Investigation	\$ 70.00
AT&T MOBILITY	Cell Phones for PD	\$ 7,475.51
AUTOMATIC SYSTEMS COMPANY	Well 18 troubleshooting	\$ 230.00
BCA-CHAU RECORDS	Liquor license background fees	\$ 33.25
BCI CONSTRUCTION INC	HYDRANT METER DEPOSIT REFUND HM23-0028	\$ 375.00
BLAINE 2022 LLC	Partial Escrow Release-Preserve at Lexington Waters 3rd	\$ 14,219.55
BLAINE 2022 LLC	Final Escrow Release-Preserves of Lexington Waters	\$ 151,289.64
BLAINE 2022 LLC	Partial Escrow Release-Preserve at Lexington Waters 2nd	\$ 29,843.66
BOLTON & MENK INC	/31Eng Design Svcs Lift Station 13, I/P 23-30	\$ 22,423.00
BOLTON & MENK INC	Design & Construction Services for I/P 24-04	\$ 48,885.00
BOLTON & MENK INC	2025 Southwest Area Street Reconstruction, I/P 25-06	\$ 22,342.50
BOLTON & MENK INC	Lead Service Line Inventory, I/P 24-20	\$ 2,176.50
BOLTON & MENK INC	Const. Services-Ulysses/117th Roundabout, I/P 23-09	\$ 13,138.10
BRAUN INTERTEC CORPORATION	112th Lane Soil Infiltration Evaluation	\$ 4,900.00
BRAUN INTERTEC CORPORATION	Const. Materials Testing (24 SW Area Recon), I/P 24-07	\$ 6,140.50
BROADWAY AWARDS INC	recognition plaque	\$ 107.22
CAPITAL ONE TRADE CREDIT	2024 Capital; F350 #4632 Small tools/Fuel 7-tool set/Light	\$ 245.05
CAPITAL ONE TRADE CREDIT	Tires for 2307	\$ 94.96
CAPITAL ONE TRADE CREDIT	2024 Capital; F550 #4635 Small tools/Light	\$ 1,470.59
CAPITAL ONE TRADE CREDIT	2024 Capital; F350 #4634 Small tools/Fuel 7-tool set	\$ 1,284.35
CAPITAL ONE TRADE CREDIT	2024 Capital; F350 #4632 Small tools/Fuel 7-tool set/Light	\$ 1,470.59
CAPITAL ONE TRADE CREDIT	2024 Capital; F350 #4634 Small tools/Fuel 7-tool set	\$ 216.55
CAPITAL ONE TRADE CREDIT	2024 Capital; F550 #4635 Small tools/Light	\$ 245.05
CAPSTONE HOMES INC	Escrow Refund - 2802 129th LN NE	\$ 5,000.00

CARQUEST AUTO PARTS STORES	Brakes for 5125	\$ 418.39
CARQUEST AUTO PARTS STORES	V Belt; 3402	\$ 30.94
CENTER FOR ENERGY AND ENVIRONMENT	EDA HIL Loans - September 2024	\$ 62,395.50
CENTERPOINT ENERGY	Sept 2024 Gas Service	\$ 3,676.35
CENTURYLINK	Telephone Service	\$ 127.48
CHRONICLES IN HEALTH LLC	senior program	\$ 85.00
CINTAS CORPORATION	MAYC medical cabinet supplies	\$ 38.42
CINTAS CORPORATION	MAYC medical cabinet supplies	\$ 24.76
CLEVELAND TIM & ARLYCE	Escrow Refund - 11941 Lever ST NE	\$ 7,300.00
COMPLETE AUTO SERVICE INC	Full escrow refund, B24-00688, Complete Auto Service	\$ 129,317.50
CORVAL CONSTRUCTORS INC	WTP 1 Filter & Piping Upgrades, I/P 23-21	\$ 2,784.15
COVERT TRACK GROUP INC	Replace of GPS tracker and service contract until 3/31/25	\$ 920.00
CREATIVE HOMES INC	Escrow Refund - 4640 128th Cir NE	\$ 4,900.00
CREATIVE HOMES INC	Escrow Refund - 13112 Ghia CT NE	\$ 5,000.00
CREATIVE HOMES INC	Escrow Refund - 13121 Ghia CT NE	\$ 5,000.00
CREATIVE HOMES INC	Escrow Refund - 13253 Kissel ST NE	\$ 7,400.00
CREATIVE HOMES INC	Escrow Refund - 4521 131st AVE NE	\$ 5,000.00
CREATIVE HOMES INC	Escrow Refund - 4505 131st Ave NE	\$ 7,400.00
CREATIVE HOMES INC	Escrow Refund - 13204 Kissel ST NE	\$ 5,000.00
CREATIVE HOMES INC	Escrow Refund - 13225 Kissel ST NE	\$ 5,000.00
CREATIVE HOMES INC	Escrow Refund - 13221 Kissel ST NE	\$ 5,000.00
CREATIVE HOMES INC	Escrow Refund - 13215 Kissel ST NE	\$ 5,000.00
CREATIVE HOMES INC	Escrow Refund - 13105 Ghia CT NE	\$ 5,000.00
CREATIVE HOMES INC	Escrow Refund - 4604 128th CIR NE	\$ 4,900.00
CRYSTEEL TRUCK EQUIPMENT	2024 Capital: Refurbish #1272	\$ 15,998.60
CRYSTEEL TRUCK EQUIPMENT	Cylinder/labor for 1241	\$ 2,769.98
DAUGS MICHAEL	Adult Tennis Playoff Champion	\$ 75.00
DOUGLAS KERR UNDERGROUND LLC	2024 Pleasure Creek Area St Reconstruction, I/P 24-06	\$ 1,165,454.90
DRESEL CONTRACTING INC	2024 Southwest Area Street Reconstruction, I/P 24-07	\$ 743,023.42
ECM PUBLISHERS INC	Advertising & Public Notices	\$ 118.25
ECM PUBLISHERS INC	Advertising & Public Notices	\$ 134.37
ECM PUBLISHERS INC	Advertising & Public Notices	\$ 198.87
ECM PUBLISHERS INC	Advertising & Public Notices	\$ 64.50
ECM PUBLISHERS INC	Advertising & Public Notices	\$ 53.75
ECM PUBLISHERS INC	Advertising & Public Notices	\$ 43.00
ECM PUBLISHERS INC	Advertising & Public Notices	\$ 69.87
ECM PUBLISHERS INC	Advertising & Public Notices	\$ 112.87
EDWARDS ALAN	Softball Umpire Fees	\$ 620.00
ETERNITY HOMES LLC	Escrow Refund - 13098 Opal ST NE	\$ 7,500.00
FACTORY MOTOR PARTS COMPANY	4D Batteries; 1212	\$ 405.10
FERGUSON WATERWORKS #2518	Locate Flags; Water	\$ 1,500.00
FERGUSON WATERWORKS #2518	Boabboxes; Curbstop parts	\$ 1,105.35
FERGUSON WATERWORKS #2518	2024 Capital; F550 #4635 Locator/Probe/Hyd Wrench	\$ 927.07
FERGUSON WATERWORKS #2518	2024 Capital; F350 #4634 Locator/Probe/Hyd Wrench	\$ 858.13
FLEXIBLE PIPE TOOLS & EQUIPMENT	Drive Chain/Tensioner; 4506	\$ 112.55
FOREST LAKE CONTRACTING INC	HYDRANT METER DEPOSIT REFUND HM24-0021	\$ 4,537.03
FRIENDLY CHEVROLET INC	Brake Rotors; PD Stock	\$ 405.12
GALLAGHER BENEFIT SERVICES INC	Ongoing DBM evaluations and Comp Study	\$ 416.67
GALLAGHER BENEFIT SERVICES INC	Ongoing DBM evaluations and Comp Study	\$ 8,000.00
GARY CARLSON EQUIPMENT COMPANY	Locating Sticks; Water	\$ 106.80
GARY CARLSON EQUIPMENT COMPANY	Water Main Break Supplies	\$ 89.46

GROUP HEALTH NON-PATIENT A/R	EAP benefits	\$ 242.00
HAWKINS INC	Water Treatment Chemicals	\$ 2,249.00
HOLIDAY COMPANIES	Car Washes - PD	\$ 815.00
HOLIDAY COMPANIES	Car Washes - Comm. Stds.	\$ 25.00
HOSE PROS LLC	2024 Capital; F350 #4632 Hyd Valve/Cam Lock	\$ 394.75
HOSE PROS LLC	2024 Capital; F350 #4634 Hydrant valve/cam lock	\$ 394.75
HOSE PROS LLC	2024 Capital; F550 #4635 Hydrant valve/cam lock	\$ 394.75
HYDRAULIC SPECIALTY INC	Fitting for 2431	\$ 20.44
INDELCO PLASTICS CORPORATION	WTP 4 transfer pump	\$ 1,979.34
INSIGHT PUBLIC SECTOR INC	Azure Cloud Services - May 2024	\$ 3,306.20
JE DUNN CONSTRUCTION COMPANY	HYDRANT METER DEPOSIT REFUND	\$ 375.00
JM ELECTRIC LLC	Repair of Sports lighting at Lexington Athletic Complex	\$ 1,286.57
JONATHAN HOMES OF MN LLC	Escrow Refund - 4808 131st CT NE	\$ 5,000.00
LAWSON PRODUCTS INC	Mechanic shop supplies	\$ 7.53
LAWSON PRODUCTS INC	Mechanic shop supplies	\$ 1,805.84
LAWSON PRODUCTS INC	Mechanic shop supplies	\$ 197.90
LEAGUE OF MN CITIES INSURANCE TRUST	workers comp insurance claim	\$ 1,427.63
LEAGUE OF MN CITIES INSURANCE TRUST	2024-25 Worker's Compensation Coverage Premium	\$ 339,698.00
LEAGUE OF MN CITIES INSURANCE TRUST	2024-25 Property/Casualty Coverage Premium	\$ 139,820.00
LEAGUE OF MN CITIES INSURANCE TRUST	2023-2024 Workers Compensation Audit Adjustment	\$ 151,675.00
LENNAR	Escrow Refund - 10930 Okinawa ST NE	\$ 5,000.00
LENNAR	Escrow Refund - 840 111th LN NE	\$ 7,400.00
LIFE SAFETY SYSTEMS INC	Annual monitoring - PW	\$ 325.00
LITTLE BLUE'S TRAVELING ZOO LLC	petting zoo for Oktoberfest	\$ 1,087.00
M&G TRAILER SALES, SERVICE & RENTAL	Corner trim; Trailer	\$ 103.95
M/I HOMES	Final Escrow Release-Alexander Woods 3rd Addition	\$ 118,178.86
MANAGED SERVICES INC	CH janitorial September	\$ 4,418.00
MARSDEN CENTRAL LLC	PW September janitorial services	\$ 2,476.38
MARTIN MARIETTA MATERIALS	Patching Material for Streets	\$ 2,533.21
MARTIN MARIETTA MATERIALS	Patching Material for Streets	\$ 3,842.03
MARTIN MARIETTA MATERIALS	Patching Material for Streets	\$ 2,118.74
MARTIN MARIETTA MATERIALS	Patching Material for Streets	\$ 1,564.34
MC TOOL & SAFETY SALES	B/O Rain gear: Sewer	\$ 78.08
MC TOOL & SAFETY SALES	Safety Supplies; Storm, Back support, knee pads	\$ 2,239.09
MC TOOL & SAFETY SALES	Safety Gear for new Street Employees	\$ 528.96
MC TOOL & SAFETY SALES	Safety Gear for new Street Employees	\$ 220.32
MENARDS - BLAINE	Corrg Tubing/4" tee; Palmer Park	\$ 86.98
MENARDS - BLAINE	PW; Shelving Racks; Storm	\$ 1,119.96
MENARDS - BLAINE	PW: Cleaning supplies/wipes; Water	\$ 67.32
MENARDS - BLAINE	Screws, elec tape, sockets	\$ 24.61
METROPOLITAN COUNCIL	MCES 2024 Wastewater Services	\$ 456,606.67
MICKMAN BROTHERS INC	Contract for 2024 Median Maintenance	\$ 2,921.90
MICKMAN BROTHERS INC	Contract for 2024 Change Order for Median Maint.	\$ 2,157.14
MICKMAN BROTHERS INC	Contract: 109th/105th Weed Control for 2024	\$ 1,335.71
MINNESOTA DEPARTMENT OF TRANSPORT	Material & Concrete Inspections, I/P 24-05	\$ 738.58
MINNESOTA EQUIPMENT - HAM LAKE	Safety Supplies; Streets	\$ 612.42
MINNESOTA HIGHWAY SAFETY	defensive driving	\$ 480.00
MINUTE MAKER SECRETARIAL	Council Minutes	\$ 479.00
MINUTE MAKER SECRETARIAL	2024 Planning Commission Minutes	\$ 167.00
MINUTE MAKER SECRETARIAL	Council Minutes	\$ 924.75
MN DEPT OF LABOR AND INDUSTRY	Boiler licenses	\$ 40.00

MN DEPT OF LABOR AND INDUSTRY	Boiler licenses	\$ 40.00
MN DEPT OF LABOR AND INDUSTRY	Boiler licenses	\$ 10.00
MN DEPT OF LABOR AND INDUSTRY	Boiler licenses	\$ 200.00
MN METRO NORTH TOURISM	July 2024 Lodging Taxes	\$ 26,138.00
MN METRO NORTH TOURISM	June 2024 Lodging Taxes	\$ 20,441.90
MN TRANSPORTATION ALLIANCE INC	Annual Membership Dues (July 2024-June 2025)	\$ 1,615.00
MP NEXLEVEL LLC	2024 Capital; Fiber connections to water assets	\$ 28,270.80
MP NEXLEVEL LLC	Fiber Run to Lexington Athletic Complex	\$ 68,728.83
MTI DISTRIBUTING INC	Wiper Blades for PW stock	\$ 101.26
NORTHERN SANITARY SUPPLY CO INC	CH towels	\$ 1,186.76
NORTHWEST ASPHALT INC	HYDRANT METER DEPOSIT REFUND HM23-0025	\$ 3,967.00
NORTHWEST ASPHALT INC	HYDRANT METER DEPOSIT REFUND HM24-0018	\$ 4,170.40
NR PROPERTIES INC	Escrow Refund - 2135 120th LN NE	\$ 5,000.00
NR PROPERTIES INC	Escrow Refund - 12021 Owatonna CT NE	\$ 5,000.00
O'REILLY AUTOMOTIVE INC	Belt/Pully; 5275	\$ 83.62
O'REILLY AUTOMOTIVE INC	Oil Seal; 5125	\$ 27.84
O'REILLY AUTOMOTIVE INC	Brake parts/Actuator; 1236	\$ 1,872.09
O'REILLY AUTOMOTIVE INC	Battery for 1301	\$ 192.94
O'REILLY AUTOMOTIVE INC	Vehicle-Parts	\$ (255.00)
PAFFY'S PEST CONTROL INC	PW - Monthly pest control	\$ 134.00
PAFFY'S PEST CONTROL INC	CH - monthly pest control	\$ 80.35
PAFFY'S PEST CONTROL INC	MAYC - Monthly pest control	\$ 59.75
PARENT CUSTOM HOMES LLC	Escrow Refund - 2247 125th AVE NE	\$ 7,300.00
PARK CONSTRUCTION COMPANY	99th Ave at Baltimore St Intersection, I/P 23-01	\$ 59,044.84
PAWLIK DAVID W	Performance at Oktoberfest	\$ 175.00
PINPOINT COMMUNITY DEVELOPMENT	Escrow Refund, PC23-0018_0032, Southside Ent District	\$ 135,590.00
PIONEER PHOTOGRAPHY & SERVICES	senior program	\$ 300.00
PRINT CENTRAL	Business Cards - Jason Bethke	\$ 39.00
REPUBLIC SERVICES #894	Shredding for Recycling Saturday Events	\$ 889.32
SALAY COLLEEN	Park & Rec Refund	\$ 125.00
SCHLICHTING CRAIG	Well Interference Settlement (3008 149th Ave, Ham Lake)	\$ 3,300.00
SCHNEIDER JERRY	Park & Rec Refund	\$ 25.00
SNAP-ON INDUSTRIAL	Mechanic Shop Tools; Ratchet/Impact Sockets	\$ 1,298.67
STANDARD INSURANCE COMPANY	Life Insurance - monthly	\$ 9,104.25
STEPP MANUFACTURING CO INC	Fuel Cap/Pipe nipple; 1235-4	\$ 67.00
STILL STANDING LLC	All Staff Department training	\$ 2,500.00
SUBURBAN TIRE WHOLESALE INC	Tires for 2307; Goosen Vac 2307	\$ 344.00
SUN LIFE FINANCIAL	Long Term Disability Insurance-monthly	\$ 5,137.61
SUSA	1 Day Utility Operations Training	\$ 75.00
SUSA	1 Day Utility Operations Training	\$ 75.00
SUSA	1 Day Utility Operations Training	\$ 75.00
SUSA	1 Day Utility Operations Training	\$ 75.00
TOETSCHINGER MONAQUE J	Restitution for Damaged Doors - 24162714	\$ 2,315.08
WM CORPORATE SERVICES INC	2024 Spring Street sweepings	\$ 5,090.10
WSB & ASSOCIATES INC	99th Ave/Baltimore St Roundabout, I/P 23-01	\$ 176.70
WSB & ASSOCIATES INC	AUAR Contract - Northtown	\$ 4,202.75
WSB & ASSOCIATES INC	2025 Zest St Construction Project, I/P 25-04	\$ 1,782.50
XCEL ENERGY	August 2024 Electric	\$ 33,965.27
ZIEGLER INC	Hydraulic Cylinder repair; 1119	\$ 9,905.59
FRIENDLY CHEVROLET INC	Brake Rotors; PD Stock	\$ 135.04
SHOE TREE STUDIO	Photo bus for Oktober Fest	\$ 2,275.00

\$ 4,387,115.03

CITY OF BLAINE

**SUBSET OF PAYMENTS BETWEEN \$20,000 AND \$50,000 FROM THE SCHEDULE OF BILLS PAID
APPROVED ON 10/21/2024 FOR PAYMENTS THE WEEK OF 10/04/2024**

Vendor Name	Description	Amount
MN METRO NORTH TOURISM	June 2024 Lodging Taxes	\$ 20,441.90
BOLTON & MENK INC	2025 Southwest Area Street Reconstruction, I/P 25-06	\$ 22,342.50
BOLTON & MENK INC	/31Eng Design Svcs Lift Station 13, I/P 23-30	\$ 22,423.00
MN METRO NORTH TOURISM	July 2024 Lodging Taxes	\$ 26,138.00
MP NEXLEVEL LLC	2024 Capital; Fiber connections to water assets	\$ 28,270.80
BLAINE 2022 LLC	Partial Escrow Release-Preserve at Lexington Waters 2nd	\$ 29,843.66
XCEL ENERGY	August 2024 Electric	\$ 33,965.27
ASPEN GARDEN HOLDINGS LLC	Full escrow refund, SP17-10, Aspen Village	\$ 35,698.00
BOLTON & MENK INC	Design & Construction Services for I/P 24-04	\$ 48,885.00
PARK CONSTRUCTION COMPANY	99th Ave at Baltimore St, I/P 23-01	\$ 59,044.84

PAYROLL CHECKS AND WIRE TRANSFERS

MONTH: SEPTEMBER 2024

PAYROLL CHECKS

<u>DATE</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
09/12/24	VENDOR CHECKS	CHECK # 79875-79879	\$5,700.92
09/12/24	EMPLOYEES	DIRECT DEPOSITS	\$636,923.89
09/26/24	VENDOR CHECKS	CHECK #79880-79888	\$12,489.82
09/26/24	EMPLOYEES	DIRECT DEPOSITS	\$634,175.31

WIRE TRANSFERS

<u>DATE</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
09/12/24	STATE OF MINNESOTA	PAYROLL TAXES	\$43,082.91
09/12/24	I.R.S.	PAYROLL TAXES	\$194,329.01
09/12/24	USCM & US BANK	DEFERRED COMP & H.S.A	\$64,770.03
09/12/24	P.E.R.A.		\$195,068.19
09/18/24	STATE OF MINNESOTA	AUGUST SALES TAX	\$50,357.00
09/20/24	21ST CENTURY	CREDIT CARDS	\$24,742.54
09/26/24	STATE OF MINNESOTA	PAYROLL TAXES	\$43,389.96
09/26/24	I.R.S.	PAYROLL TAXES	\$196,907.34
09/26/24	P.E.R.A.		\$191,201.66
09/26/24	USCM & US BANK	DEFERRED COMP & H.S.A	\$89,587.40
		TOTAL	<u><u>\$2,382,725.98</u></u>



City of Blaine

City Council Workshop

October 7, 2024 | 5:00 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 5:36PM.

2. Roll Call

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

ABSENT: Councilmembers Chris Massoglia and Lori Saroya.

Quorum Present.

ALSO PRESENT: Acting City Manager/Community Development Director Erik Thorvig; City Planner Sheila Sellman; Safety Services Director/Police Chief Brian Podany; Finance Director Jason Zimmerman; Director of Engineering Dan Schluender; Police Captain Russ Clark; Director of Administrative Services Scott Johnson; City Attorneys Tom Loonan and Lida Bannick; Communications Manager Ben Hayle; and City Clerk Catherine Sorensen.

3. New Business

- 3.1.** 2024-411 (5:00-5:30 PM North Parking Lot) Police Department Unmanned Aerial System (UAS) and Armored Rescue Vehicle (Bearcat) Demonstrations
Sponsors: Brian Podany, Safety Services Manager/Police Chief

Safety Services staff provided a demonstration of the Unmanned Aerial System (UAS) Drone and the Armored Rescue Vehicle (Bearcat) at 5:00 PM in the North Parking Lot near the Fire Garage. It was noted in October 2023, the City of Blaine established an Unmanned Aerial

System (UAS) unit and purchased a DJI Matrice M30T UAS. Training began of 16 Officers to become certified FAA Part 107 Pilots. The use of drones provides many benefits to public safety during emergency response by quickly locating missing persons, dangerous suspects, surveying scenes of natural disasters, and assisting in security assessments for the many large events hosted in Blaine. It was explained in October 2022, the City of Blaine purchased an Armored Rescue Vehicle (Bearcat) and took possession of the vehicle in the Spring of 2024. The Bearcat vehicle has the capability to protect and rescue personnel during public safety operations. It contains armor and bullet resistant glass. It provides the ability to safely transport personnel, bystanders, and victims to and away from an active/hostile scene. Both pieces of equipment have been activated and used as part of the Police Department fleet.

3.2. 2024-450 Review of Investigative Report
Sponsors: Lida Bannink, Labor Attorney

Attorney Lida Bannick stated after receiving a formal complaint from city employees alleging a violation of the Blaine City Council Code of Conduct and a lack of upholding the City of Blaine Mission Statement by Councilmember Saroya. It was noted Councilmember Saroya requested, and the City Council authorized, an independent third-party investigation on June 3, 2024. The investigation is now complete and the investigation was presented to the city council.

Ms. Bannick gave the council ten minutes to review the findings from the investigation.

Councilmember Robertson asked if this was the full report or a summary of the report. Ms. Bannick explained this was the full redacted report with exhibits.

Ms. Bannick reported notification was sent on October 3, 2024, notifying this item would be heard this evening. She shared an email received earlier in the evening stating Councilmember Saroya had requested the item be postponed to the next workshop in order for her to submit a statement and have her attorney available. She noted Councilmember Saroya and her attorney had been allowed to be part of the investigation process and had received notification of the item being included on this agenda. She summarized violations of the Code of Conduct had occurred regarding: violations relating to Councilmember Saroya's working with City staff, working with boards and commissions, and conduct with City staff; violations did not occur regarding Councilmember Saroya's questions of City staff and revisiting and challenging process; and Councilmember Saroya has not been intentionally excluded from City events or social media posts. She explained now was the time for the Council to consider what if any action would be taken based on these findings.

City Attorney Loonan advised the investigation was limited to code of conduct violations only and that this is Blaine's Council Code of Conduct and council can determine how they want to proceed, adding no formal procedure or process was outlined in the code of conduct. He reported the council could opt to move forward with a formal warning, a censure resolution, or adopt the report and take no action at this time.

Mayor Sanders noted a third-party investigation was requested by Councilmember Saroya and the council had agreed to that request. Ms. Bannick reported this was the case.

Councilmember Robertson questioned how the investigation process worked, noting the council had not made the request for the investigation. Ms. Bannick clarified that the city council, the City Attorney and staff were independent from the investigation process.

Councilmember Robertson asked what actions the council could take at this time. Ms. Bannick advised the council could move forward with a warning for censure, a resolution for censure or no action at this time.

Councilmember Robertson stated there were two formal complaints that had been filed against Councilmember Saroya. She expressed concern with the habitual mistreatment of staff by Councilmember Saroya. She reported the city council could not function without city staff. She stated she was very upset by the actions of Councilmember Saroya noting she wanted Blaine City Hall to be a great place to work. She commented she did not like anything about this situation, or that complaints had to be filed. However, this was the situation at hand. She believed everyone at City Hall should be treated with respect. She was of the opinion some kind of action should be taken in order to address the concerns raised within the investigation and to assure staff that the city council does not stand for this kind of behavior.

Councilmember Newland agreed, noting the city's biggest asset was its staff. He reported the findings from the investigation was condemning and he supported the council taking the harshest action possible. He indicated the previous warning had no impact. He recommended a firmly worded censure be approved by the city council. He understood this was not a pleasant issue to address, but he believed the city council owed it to staff.

Councilmember Fleming stated after reading through the report and understanding the seriousness of the complaint, this was a concern to her. She explained she valued staff and did not want staff to be treated in this manner. She supported the council making a strong statement because the previous warning has gone unnoticed. She recommended the council move forward with a resolution of censure. The council was in agreement.

Ms. Bannick explained she would need to prepare a resolution of censure and asked for clarity on what items should be included. The council recommended all communication from Councilmember Saroya go through City Manager Wolfe. The council supported Councilmember Saroya issuing an apology for her actions as a city council member at the planning commission meeting.

Mayor Sanders asked if Councilmember Saroya could be kept from attending a city-specific event, as was stated within the investigation. City Attorney Loonan reported the city could not prohibit Councilmember Saroya from attending a third-party event but could prohibit Councilmember Saroya from attending a city-sponsored event.

Councilmember Robertson recommended the items within the resolution be strictly based on the findings within the investigation.

Ms. Bannick asked if the council supported requiring Councilmember Saroya to issue a

general oral or written apology to city staff and the city council.

Councilmember Robertson believed it was only right to issue an apology for the wrong behavior and the mistreatment of staff.

Councilmember Newland supported this recommendation as well.

Councilmember Larson and Councilmember Fleming were also in agreement.

City Attorney Loonan reported because the council was considering a resolution of censure, findings would be adopted and these findings would support the decision to censure. He explained the censure would be based on the findings within the independent investigation report.

Council consensus was to move forward with a resolution of censure.

3.3. 2024-395 Adult-Use Cannabis Zoning Discussion
Sponsors: Erik Thorvig, Community Development Director

Community Development Director Thorvig stated adult-use cannabis was legalized in August 2023. The legislation created the framework for licensing and establishing the Office of Cannabis Management (OCM) for regulation, and requires cities to issue a retail registration to a cannabis micro business/mezzo business with a retail operations endorsement, a cannabis retailer, medical cannabis retailer, or lower-potency hemp edible retail that:

- Has a valid license issued by the OCM.
- Has paid the registration fee.
- Is found to be in compliance with the requirements of the applicable state laws through a preliminary compliance check performed by the city.
- Is current on all property taxes and assessments at the location where the retail establishment is located.

Mr. Thorvig reported the city council discussed preliminary zoning regulations at the July 8, 2024, workshop. He commented on the existing medical use cannabis shop that was located in the Northtown area, noting they would like to remain in place. Staff commented further on the previous recommendations to staff and requested further direction on how to proceed with the adult-use cannabis zoning regulations.

Councilmember Robertson asked what the pros and cons were of having a separate category for medical cannabis. She was of the opinion medical cannabis uses should be included in the number of retail licenses allowed in the city.

Councilmember Newland stated he believed it was premature for the council to be asked to make a decision regarding medical cannabis shops without knowing all of the rules and regulations from the state.

Councilmember Larson supported including medical cannabis shops with the retail shops noting the city would then have a maximum of six shops.

Mr. Thorvig reported he appreciated this approach, noting adjustments could be made in the future. He asked if the council wanted to limit these uses in the proposed zoning districts and along TH65.

Councilmember Larson stated her initial thought was to allow the use along TH65 and as proposed by staff.

Councilmember Robertson commented on how it may benefit the city to have all cannabis retail in one area for police patrolling purposes. Mr. Loonan cautioned the council from being too restrictive when it comes to location. He understood not all five districts may make sense, but suggested two or three districts be considered.

Councilmember Newland questioned if the city could benefit in some way from the sale of cannabis. Mr. Loonan reported all current efforts have fallen flat, but noted the state would be receiving a tax from cannabis sales.

Councilmember Newland inquired if the municipal cannabis could be restricted to the TH65 district. Mr. Thorvig commented the city was setting zoning for the use and noted the city could not differentiate between the ownership.

Councilmember Larson supported the cannabis shops being spread out throughout the city. Councilmember Newland agreed.

Councilmember Fleming raised concerns regarding the appearance of future cannabis shops. Mr. Thorvig commented on how the aesthetics of cannabis shops would be like a retail shop versus a vape shop, noting there would be no windows to display products.

Mr. Thorvig questioned how the council wanted to address the cultivation, manufacturing, warehousing and the distribution of cannabis.

Councilmember Robertson requested staff complete research on how other states are addressing cultivation, manufacturing, warehousing and the distribution of cannabis.

Councilmember Larson stated she would be open to this in Blaine in an industrial area.

Councilmember Fleming indicated she could support this, but stated she did not want smell to become a concern from these uses. Mr. Thorvig reported the state did pass new regulations when it comes to odors, of any kind, but these regulations were not in place yet.

Mr. Thorvig asked if the council wanted to pursue a municipal cannabis dispensary. Staff commented on the possibility of a public/private partnership for a municipal dispensary and explained the council could listen to a presentation from a group sometime this fall, if interested. The council supported staff bringing in a group to hear a presentation.

Council provided direction to include the medical/retail license within the required six licenses, to limit hours from 10AM-9PM all days of the week, spread licenses throughout the

City/wards, and would be open to allowing cultivation/manufacturing/warehousing/distribution in industrial areas and possibly a retail component there as well as it would keep retail farther away from youth. Staff will explore other states, such as Michigan, to see how they address cultivation/manufacturing.

4. Other Business

None.

5. Adjournment

The workshop was adjourned at 6:58PM.



City of Blaine

City Council

October 7, 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 7:05PM 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, Tom Newland, Jess Robertson and Lori Saroya.

ABSENT: Councilmember Chris Massoglia.

Quorum Present.

ALSO PRESENT: Acting City Manager/Community Development Director Erik Thorvig; City Planner Sheila Sellman; Safety Services Director/Police Chief Brian Podany; Finance Director Jason Zimmerman; Director of Engineering Dan Schluender; Police Captain Russ Clark; Detective Mike Sommers; Director of Administrative Services Scott Johnson; City Attorneys Tom Loonan and Lida Bannick; Communications Manager Ben Hayle; and City Clerk Catherine Sorensen.

4. Awards - Presentations - Organizational Business

- 4.1.** 2024-375 Proclamation Declaring October as National Domestic Violence Awareness Month
Sponsors: City Council

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

Noah Shephard, Alexandra House, introduced himself to the city council and thanked the

council for supporting their mission. He stated he appreciated the fact the city was illuminating public spaces in purple to recognize this important issue and for working to raise awareness to end domestic violence.

5. Communications

None.

6. Open Forum

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

Mayor Sanders opened the Open Forum at 7:10PM.

Dr. Roger Day, 9701 Xebec Street, shared continued concerns regarding regulatory matters that continue to restrict him from operating his home medical practice.

Derek Lind, Anoka County Elections Integrity Team (ACEIT), provided the council with an update on the work being completed by ACEIT noting his group has visited all 21 cities in Anoka County and reported seven cities have passed resolutions to expand the post election review. He recommended the council discontinue using electronic poll pads for the benefit of Blaine voters. He requested the Council allow ACEIT an opportunity to provide the council with a presentation at a future workshop meeting.

Kathy Brodzinski, Anoka County Elections Integrity Team (ACEIT), shared comments about free and fair elections and explained she serves as an election judge and encouraged the City to learn more about election integrity.

There being no further input, Mayor Sanders closed the Open Forum at 7:18PM.

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.

Councilmember Newland noted he would be abstaining from the September 13, 2024, bills paid

due to a potential conflict of interest.

Motion adopted 5-0-1 (Councilmember Newland abstained).

- 8.1.** 2024-446 Schedule of Bills Paid
Sponsors: Jason Zimmerman, Finance Director
- 8.2.** 2024-441 Approval of Minutes
Sponsors: Cathy Sorensen, City Clerk
- 8.3.** 2024-166RES Resolution Appointing Election Judges for the 2024 General Election
24-202
Sponsors: Cathy Sorensen, City Clerk
- 8.4.** 2024-413 Motion to Approve Bids for the Repair of the Roads due to Water Main
Breaks at Yalta Street, Xebec Street and Burger King Parking Lot.
Sponsors: Nick Fleischhacker, Public Works Director
- 8.5.** RES 24-195 Resolution Authorizing Interfund Transfers and Budget Amendments
Related to the Facilities Project to Construct a Functional Office Space for the
New Fleet Manager and Existing Fleet Staff.
Sponsors: Nick Fleischhacker, Public Works Director
- 8.6.** 2024-428 Motion to Approve Selling a Surplus of Previously Used Police Department
Axon Taser Equipment
Sponsors: Brian Podany, Safety Services Manager/Police Chief
- 8.7.** RES 24-191 Resolution Adopting a Written Statement of Denial for the Preliminary
Manufactured Home Park Plan for Park of Four Seasons at 50 113th Avenue
NE. Park of Four Seasons (Case File No. 23-0074/EES)
Sponsors: Sheila Sellman, City Planner
- 8.8.** 2024-443 Motion to Approve the 2025 North Metro Telecommunications Commission
Budget
Sponsors: Ben Hayle, Communications Manager

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

- 9.1. RES 24-176 Resolution Granting a Conditional Use Permit to Allow Indoor Auto Sales and Minor Auto Repair in a Light Industrial (I-1) Zoning District at 9221 Davenport Street NE. Konstantine Ebralidze (Case File No. 24-0055/ACK)
Sponsors: Sheila Sellman, City Planner

City Planner Sellman stated the applicant was requesting to allow indoor auto sales and minor auto repair in a Light Industrial (I-1) zoning district.

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

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

Moved by Councilmember Newland, seconded by Councilmember Robertson, to adopt a Resolution Granting a Conditional Use Permit to Allow Indoor Auto Sales and Minor Auto Repair in a Light Industrial (I-1) Zoning District at 9221 Davenport Street NE.

Councilmember Newland stated this has been a fairly common request, allowing auto sales within an industrial park, and noted he supported the request.

Motion adopted unanimously.

- 9.2. RES 24-178 Conduct Public Hearing and Adopt a Resolution to Vacate 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

Director of Engineering Schluender stated the city received a petition dated August 21, 2024 from Ken Scherring representing LaMettry's Collision, Inc., requesting the vacation of a portion of a Drainage and Utility Easements, on the west side of Lot 2, Block 3, Radisson Industrial Park; according to the recorded plat thereof, Anoka County, Minnesota. It was noted the existing drainage and utility easement will be re-worked to allow for the construction of a retaining wall in the area. The retaining wall will be maintained by the property owner and therefore, the east 5-feet of existing easement will be vacated. Engineering staff has reviewed the request and is in agreement with the vacation.

Mayor Sanders opened the public hearing at 7:23PM.

There being no public input, Mayor Sanders closed the public hearing at 7:23PM.

Moved by Councilmember Fleming, seconded by Councilmember Newland, to Conduct Public Hearing and Adopt a Resolution to Vacate 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.

Motion adopted unanimously.

- 9.3. RES 24-188** Holding a Public Hearing Related to Redevelopment TIF District I-25, Business Subsidy and Approving Resolution Approving an Amendment to the Blaine Economic Development Project Plan to Establish a Redevelopment Tax Increment Financing District Therein, Approving a Tax Increment Financing Plan Therefor (105th Redevelopment Area-East District) and Authorizing the Execution of a TIF Assistance Agreement and Related Documents with Blaine Town Center East LLC
Sponsors: Erik Thorvig, Community Development Director

Community Development Director Thorvig stated 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.

Mr. Thorvig reported 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 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.

Mr. Thorvig explained 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 premises included establishment of a Tax Increment Financing Redevelopment (TIF) District to facilitate financing for redevelopment of the 105th Avenue Redevelopment Area with significant infrastructure and site development required, and construction of a mixed-use development that will include event stadium, foodhall, fieldhouse, hotels, apartments and medical office space. 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](#)

Mr. Thorvig commented on September 16, 2024, the City Council adopted a parameters resolution related to the sale of General Obligation Temporary Taxable Tax Increment Revenue bonds that, subject to certain parameters, will be issued to finance infrastructure improvements for the overall development, land acquisition, demolition and other TIF eligible redevelopment expenses. The authority to issue Tax Increment Revenue Bonds is subject to the establishment of TIF district. The parameters resolution identified a principal amount not to exceed \$29,700,000. The Temporary TIF Bonds are expected to be refinanced by permanent financing within 3 years of issuance (by August 1, 2027). The debt service due on the permanent financing issued will be repaid by new property taxes generated from new development within the TIF district. Minimum assessment agreements will be entered into by the developer to ensure the taxable value of the properties matches the necessary value needed to create sufficient property tax revenue to cover debt service. A separate TIF development agreement is standard when a TIF district is created and funds are provided to a developer. There is a separate action item on the October 7 agenda related to approval of the TIF agreement and related minimum assessment agreement.

Mr. Thorvig stated Tax Increment Financing 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 and school district, and other taxing jurisdictions. The new, additional value from development activity is "captured" from the tax base for the duration of a TIF district. After the TIF district is terminated, the captured value becomes part of the tax base. Minnesota State Law allows for various types of TIF districts to be established. The most common types of TIF districts are redevelopment districts, economic development districts and housing districts. It was noted the City of Blaine currently has six TIF districts.

Mr. Thorvig explained each district has different requirements for how it can be established, what are eligible uses and the maximum duration. In this instance, a redevelopment TIF district is being proposed. For redevelopment districts, allowed activities for which TIF can be used include public improvements (roads, utilities, etc.), site preparation, demolition, cleanup of hazardous substances, property acquisition and parking facilities. The law permits increments for a district to be collected for 25 years after the receipt of the first

increment. Since the first year of increment is not counted, 26 years of increment may be collected in total. Traditionally, redevelopment districts have been considered mechanisms to aid the development of "blighted areas", which are sites occupied by dilapidated or rundown buildings or obsolete uses. In order for a TIF district to qualify under the blight test, 70 percent of the district must be occupied by buildings, streets, utilities or other similar structures and more than 50 percent of the buildings must be structurally substandard.

Mr. Thorvig reported the meaning of "structurally substandard" is crucial since it's the litmus test of blight. A building is not structurally substandard if it's in compliance with the building code for new buildings or could be brought into compliance for less than 15 percent of the cost of building a new building of the same type. In order to complete this analysis, a third-party architect has been hired. Inspections of the buildings to be included within the TIF district have occurred, and it has been determined that the structurally substandard requirement has been met in order to establish a Redevelopment TIF district. A public hearing is required to be held by the City Council, and a subsequent action to authorize the TIF district by the City Council. These actions are scheduled for the October 7 meeting. However, the TIF district will ultimately be created by the EDA. All other agreements related to the project will be between the developer and City. Staff commented further on the sources and uses for the horizontal development, noting all vertical development expenditures would be the responsibility of the developer.

Mayor Sanders thanked staff and bond counsel for all of their work on this item.

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 adopt a Resolution Approving an Amendment to the Blaine Economic Development Project Plan to Establish a Redevelopment Tax Increment Financing District Therein, Approving a Tax Increment Financing Plan Therefor (105th Redevelopment Area-East District) and Authorizing the Execution of a TIF Assistance Agreement and Related Documents with Blaine Town Center East LLC.

Councilmember Saroya shared continued concerns not with the project but with the City's role in financing this project for a private entity. She reported she was not on the council when this RFP process began and the developer was selected. She inquired if TIF was part of the RFP process originally and asked more questions regarding the TIF financing and how this project would impact taxpayers.

Mr. Thorvig reported of the four developers that responded to the RFP, each was required to put together a financial proforma. He explained it was challenging for each of the developers to complete this task given the fact this project was based on a concept. He indicated after reviewing the RFPs, all four developers showed some type of need for city assistance.

Councilmember Saroya discussed how TIF funding comes from taxpayers. She reported the preliminary levy for 2025 had a proposed increase of 15% to 17%. She questioned if the TIF

financing needed for this project would increase taxes for Blaine residents. Mr. Thorvig commented the proposed TIF district was just for the east portion of the overall redevelopment district. He indicated there would be three apartment buildings and an office building. He estimated these buildings would have a value of \$240 million, which meant there would be enough new taxes from these four buildings to cover the debt service.

Mikaela Huot, Baker Tilly, spoke to the but/for finding that the project explaining this project would not occur without the TIF financing and shared further comments regarding debt service safeguards that were in place reporting this project would not be the responsibility of general city taxpayers.

Councilmember Saroya explained a resident asked her if the City was spending \$28 million on apartments that would benefit a private developer. Mr. Thorvig reported the \$28 million would be spent on infrastructure and horizontal development, not on apartment buildings, which was considered vertical development and would be funded by the developer.

Councilmember Saroya questioned what are other uses for TIF funding. She explained she had concerns with how the schools and water treatment plant would be impacted by the additional apartment units. She inquired if there were better uses for the city's TIF funding. Mr. Thorvig described the costs that were eligible for TIF funding, noting this included public improvements, utilities, site preparation, demolition, cleanup of hazardous substances, property acquisition and structured parking facilities. Ms. Huot further described how TIF funds can be used within a TIF District. She reported all revenues generated within the district can only be spent within the geographic boundaries of the district. She commented pooling does allow for funding to be spent outside the district and come with restrictions on the use of the funds.

Motion adopted 5-1 (Councilmember Saroya opposed).

- 9.4.** RES 24-192 Public Hearing Related to and Approving Property Tax Abatements Authorizing the Execution of an Abatement Assistance Agreement and Related Documents with Blaine Town Center West LLC
Sponsors: Erik Thorvig, Community Development Director

Mr. Thorvig explained the staff report for this item was presented under Item 9.3. He provided a brief description on how tax abatement differed from TIF financing. He reported the City was proposing to issue tax abatement bonds to finance west infrastructure improvements not to exceed \$9 million. He commented on how an agreement would have to be entered into with the developer that outlines the roles and responsibilities of both the city and the developer related to the project, disbursement of funds and project timelines. He requested the council hold a public hearing and approve the property tax abatement authorizing the execution of an abatement assistance agreement with Blaine Town Center West.

Mayor Sanders opened the public hearing at 7:55PM.

There being no public input, Mayor Sanders closed the public hearing at 7:55PM.

Moved by Councilmember Robertson, seconded by Councilmember Newland, to adopt a Resolution establishing the tax abatement district and approving Property Tax Abatements Authorizing the Execution of an Abatement Assistance Agreement and Related Documents with Blaine Town Center West LLC.

Motion adopted 5-1 (Councilmember Saroya opposed).

10. Development Business

- 10.1.** RES 24-175 Resolution Granting a Conditional Use Permit for a Specialized Youth Training Facility (Fitness Center) in the Planned Business District (PBD) Zoning District at 11820 Ulysses Street NE. Next Level Athletes (Case File No. 24-0053/SLK)
Sponsors: Sheila Sellman, City Planner

Ms. Sellman stated the applicant is requesting a Conditional Use Permit (CUP) to open a specialized youth training facility. It was noted the applicant is requesting a conditional use permit for a specialized youth athletic training facility. The facility will provide a training environment that emphasizes proper technique, physical development, and sportsmanship for young people. The facility will include areas dedicated to various forms of training, such as strength training, speed and agility drills, and sport-specific skill development. The business proposes to operate Monday-Saturday from 7AM-7PM.

Moved by Councilmember Larson, seconded by Councilmember Robertson, to adopt a Resolution Granting a Conditional Use Permit for a Specialized Youth Training Facility (Fitness Center) in the Planned Business District (PBD) Zoning District at 11820 Ulysses Street NE.

Councilmember Larson commented there is nothing like this close by and she was excited to see this new business coming to the city of Blaine.

John Merry, Next Level Athletes, thanked the city for considering his request.

Councilmember Saroya agreed this was a great opportunity for the community then asked if the applicant wanted to have longer hours of operation. Mr. Merry reported he would be open from 7AM to 7PM because his primary focus would be on youth athletes with workouts before and after school.

Motion adopted unanimously.

- 10.2.** ORD 24-2566 Second 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)

Ms. Sellman stated 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. 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. Staff summarized the proposed amendments in further detail and reviewed the Planning Commission's recommendation.

Moved by Councilmember Newland, seconded by Councilmember Fleming, to adopt the Second Reading of Ordinance No. 24-2566, Approving Amendments to the City of Blaine Zoning Code Section 30.90 - 105th Avenue Redevelopment District (RD) as recommended by the Planning Commission with regard to buildings 50 feet as a conditional use, lighting over 20 feet as a conditional use, and parking ramp as a conditional use.

Councilmember Saroya asked about the person who spoke against the proposed changes at the planning commission meeting. Ms. Sellman indicated this individual supported the master plan as presented and recommended the planning commission not make any changes.

Councilmember Saroya reviewed the concern that was expressed at the planning commission, noting the proposed development could have three 100-foot parking structures and 100-foot lights throughout the district. She asked if this was a valid concern. Ms. Sellman reported the development is approved for the site plan, noting the developer would have to build to this standard. She indicated if the developer wanted to build three 100-foot parking structures, this would have to come before the city council for site plan approval.

Councilmember Robertson noted the proposed amendments from the developer would provide for greater efficiencies during development. Ms. Sellman reported this was the rationale behind the requested changes to the ordinance.

Councilmember Robertson explained she did not fully support the planning commission's recommendations. She explained the city had a good relationship with the developer and she did not want to make the project more difficult. She indicated she would be voting against the current motion on the table.

Councilmember Larson supported the planning commission's recommendation and stated she appreciated the city having the ability to maintain control over light and building height.

Councilmember Newland asked questions regarding the Class I and Class II restaurants. Ms. Sellman reported right now the developer would be limited to a 3,000-square foot restaurant. She indicated the developer was requesting this be changed to 20,000 square feet to allow for larger restaurants.

Will O'Keefe, Bader Development, explained the reason the changes were requested was to better align and address some conflicts that exist within the code. He clarified there would

be structures and ramps taller than 50 feet throughout the development. He indicated the planning commission's language creates some doubt with financing and could create additional layers for risk. He requested the council approve the ordinance amendments as presented by the developer.

Councilmember Robertson stated she was not a developer, but noted she supported the council moving forward with the amendments as proposed by the developer versus the recommendations from the planning commission. She recommended the motion on the floor be amended to approve the amendments as proposed by the developer.

Amended motion moved by Councilmember Robertson, seconded by Councilmember Newland, to adopt Second Reading of Ordinance No. 24-2566, Approving Amendments to the City of Blaine Zoning Code Section 30.90 - 105th Avenue Redevelopment District (RD) as proposed by the developer.

Councilmember Larson indicated she could support this motion, if buildings over 50 feet remained a conditional use.

Councilmember Robertson stated she would be keeping her motion as is, noting she was not a developer and explained she would like the city to act in good faith as a partner to the developer.

Councilmember Larson explained she believed the city was acting as a good partner by supporting 99% of the proposed amendments and asked that just one item be removed.

Corey Burstad, Elevage Development, shared further reasons for the ordinance amendments, noting this fits with the development and concept plan as originally presented. He commented on how water was seven feet down which meant parking could not be constructed underground. For this reason, buildings would have to be parked two stories above ground with apartments or other uses four or five stories above the parking. He reported the light heights would match what was already there at the soccer fields. He explained the food hall was designed to be part of the stadium.

Councilmember Larson thanked the developer for providing the council with this information. She asked what would keep the developer from building a 400-foot structure. Ms. Sellman stated the ordinance is capped at 150 feet and the site plan was approved with a seven-story apartment building.

Councilmember Saroya was of the opinion that there were benefits to having certain elements coming back before council for final approval through a conditional use permit in order for the City to retain control. She supported proper checks and balances remaining in place, while also providing residents an opportunity to provide feedback on proposed future buildings within this development.

Mr. Burstad explained this was an Elevage and Bader development and reported Elevage and Bader have experience with large multi-family developments.

Amended motion adopted 5-1 (Councilmember Saroya opposed).

City Attorney Tom Loonan clarified that since the ordinance was substantially different from the first reading, council should consider this the first reading of the amended ordinance and the second reading and adoption would be held at the October 21, 2024, Council meeting to ensure conformance with the City Charter.

Declared by Mayor Sanders that Ordinance No. 24-2566, "Approving Amendments to the City of Blaine Zoning Code Section 30.90 - 105th Avenue Redevelopment District (RD)," be introduced and placed on file for second reading at the October 21, 2024 Council meeting.

11. Administration

11.1. ORD 24-2565 Second Reading

Ordinance Approving the Sale of 2043 105th Avenue NE

Sponsors: Erik Thorvig, Community Development Director

Mr. Thorvig stated the City of Blaine acquired the property at 2043 105th Avenue NE 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.

Mr. Thorvig reported 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. 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 approved the sale of property at their meeting on Monday, September 16.

Moved by Councilmember Robertson, seconded by Councilmember Newland, to adopt the Second Reading of Ordinance No. 24-2565, Approving the Sale of 2043 105th Avenue NE.

Motion adopted 5-1 (Councilmember Saroya opposed).

12. Other Business

Moved by Councilmember Fleming, seconded by Councilmember Robertson, to suspend the rules to make a motion.

Motion adopted unanimously.

Moved by Councilmember Fleming, seconded by Councilmember Newland, to adopt a resolution censuring Councilmember Saroya.

Councilmember Saroya left the dais at 8:33PM.

Councilmember Robertson asked if the resolution and summary report will be made available publicly and noted the Council had no participation in this investigation and a third-party investigation was conducted at Councilmember Saroya's request. City Attorney Lida Bannick said the materials would be made available to the public.

Motion adopted unanimously; Councilmember Saroya absent for the vote.

12.1. RES 24-201 Resolution Censuring Councilmember Saroya
Sponsors: Attorney Lida Bannick

Motion by Councilmember Fleming, seconded by Councilmember Robertson to suspend the rules.

Motion adopted unanimously.

Councilmember Fleming stated based on a third-party report the city council received this evening in workshop, she would like to make a recommendation that the city council adopt a resolution of censure.

Motion by Councilmember Fleming, seconded by Councilmember Newland to adopt a resolution of censure.

Councilmember Saroya left the council chambers.

City Attorney Loonan explained earlier this evening the city council received a redacted report of an independent investigation that was provided to his office on September 11, 2024, relating to certain employee complaints against Councilmember Saroya. He reported at this meeting, the council reviewed the report and was asked to consider a course of action. He stated at this meeting, the council determined they wished to move forward with a formal resolution of censure against Councilmember Saroya, adopting the findings within the independent investigation report. He requested City Attorney Bannick come forward at this time to speak further to the resolution of censure.

City Attorney Attorney Bannick presented the resolution of censure to the city council. She explained there is a factual basis contained in the first portion. She reviewed the three

findings from the third party investigation, noting each were included in the resolution for censure. She reported the city council has concluded that a censure of Councilmember Lori Saroya was warranted and that appropriate measures should be put in place to limit to restrict her interaction with city staff and attempts to use her position as an elected official to influence autonomous decision-making of the city's commissions and boards. She commented further on the provisions within the resolution for Censure and advised if adopted this resolution does not restrict freedom of speech rights.

Councilmember Robertson questioned if this resolution would be made available to the public. She indicated she would also like the third-party report summary was also made available to the public. Attorney Bannick explained both documents would be made available to the public.

Councilmember Robertson reported since the public has not read the resolution in full, she wanted to make it clear that this resolution of censure was a matter of policy and a code of conduct the city council agrees to annually. She indicated it makes her sad the council had to get to this point, but the nature of this study subsequent resolution, was to address the inappropriate nature of how staff has been treated. She indicated two formal complaints had been filed against Councilmember Saroya and commented the mistreatment of staff was unacceptable. She stated as leaders in the community, she did not believe this was how the councilmembers should be conducting themselves. She reported this study was not targeted, but rather was brought about by city staff.

Motion adopted 5-0-1 (Councilmember Saroya was not present for the vote).

13. Adjournment

Moved by Councilmember Robertson, seconded by Councilmember Larson, to adjourn the meeting at 8:40PM.

Motion adopted unanimously.



City of Blaine Staff Report

File Number: 2024-488

Agenda Date	Status
October 21, 2024	
In Control	File Type
City Council	Motion

Approval of Consent Agenda: -

Agenda Item # 8.3

Approve a Temporary On-Sale Intoxicating Liquor License for Giesenbrau Bier Co., for a Special Event at Thorne Bros., 10091 Central Avenue NE

Executive Summary

Council is being asked to approve a temporary on-sale intoxicating liquor license for Giesenbrau Bier Co., to serve beer at Throne Bros. special event.

Background

Erin Hutton, General Manager of Giesenbrau Bier Co., has submitted 1-4 day temporary liquor license to serve craft beer at a special event located at Thorne Bros., 10091 Central Avenue NE. Throne Bros. Custom Rod and Tackle will have influencers onsite to promote products and answer questions. The event will take place between 12 - 6PM on November 23, 2024. Alcohol service requires approval of the requested temporary liquor license. The applicant has deposited the \$50 license fee, submitted a liquor liability insurance certificate for this event naming the City as additional insured and has completed the required background investigation. Approximately 200 people are expected to attend this event. The applicant has applied for the special event permit which is reviewed and approved administratively.

Strategic Plan Relationship

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

Board/Commission Review

N/A

Financial Impact

N/A

Public Outreach/Input

No public notice is required for this license type.

Staff Recommendation

By motion, approve a temporary on-sale intoxicating liquor license for Giesenbrau Bier Co., for a special event located at Thorne Bros., 10091 Central Avenue NE

Attachment List

None



City of Blaine Staff Report

File Number: RES 23-102

Agenda Date	Status
October 21, 2024	
In Control	File Type
City Council	Motion

Approval of Consent Agenda: - Cathy Sorensen, City Clerk

Agenda Item # 8.4

Resolution Approving a Premise Permit for Lawful Gambling Activity for Centennial High School Football Boosters

Executive Summary

Council is being asked to approve a premise permit for Centennial High School Football Boosters to conduct charitable gambling at Umi Sushi & Hibachi, 10340 Baltimore St NE, Suite 100, Blaine, MN 55449

Background

Autumn Gohnan, Centennial High School Football Boosters gambling manager, has submitted an application to conduct charitable gambling at Umi Sushi & Hibachi. 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 third site in Blaine.

Ms. Gohnan has completed a background investigation and nothing was found to disqualify Centennial High School Football Boosters from obtaining this permit.

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

Strategic Plan Relationship

This item relates to the 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 Centennial High School Football Boosters to conduct charitable gambling at Umi Sushi & Hibachi

Attachment List

- 1. 2024 PREMISE PERMIT LIST - Public Oct. 14



City of Blaine

Signature Copy

Resolution: RES 23-102

Resolution Approving a Premise Permit for Lawful Gambling Activity for Centennial High School Football Boosters

WHEREAS, the Centennial High School Football Boosters has submitted an application for a premise permit to allow charitable gambling and raffles to be conducted at Umi Sushi & Hibachi, 10340 Baltimore St NE, Suite 100, Blaine, MN 55449

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 21st day of October, 2024.

**CITY OF BLAINE
2024 GAMBLING LICENSE HOLDERS**

Organization	Locations	Premise Permit Issued
Blaine Youth Football Jesse Schwartz	Pizza Pub Prime 2190 105 th Ave NE Blaine, MN 55449 The Ball Park Twin Cities 10650 Baltimore Street Blaine, MN	March 18, 2024 May 20, 2024
Blaine Backcourt Club dba Blaine Youth Basketball Joseph Claussen	The Rusty Bumblebee 10950 Club West Pkwy, Ste 160 Buffalo Wild Wings 11540 109 th Ave NE, Ste 300	June 5, 2023 December 4, 2023
Blaine Youth Hockey Suzanne Slawson	Ole Piper Inn 1416 - 93rd Lane NE Broadway Bar & Pizza 11822 Aberdeen Street NE Wild Bill's Sports Saloon 10950 Club West Pkwy, #100 Clives Roadhouse Blaine, Inc. 10400 Baltimore Street NE #200	December 6, 2007 2009 January 6, 2011 May 3, 2018
Blaine Festival Mary Weinhold	Blainbrook Entertainment 12000 Central Avenue NE Blaine, MN 55434 El Zocalo, LLC 12531 Central Ave NE Blaine, MN 55434	May 17, 2012 September 16, 2024
Centennial HS Football Boosters Autumn Gohman	Lucy's Burgers Blaine 4365 Pheasant Ridge Dr. #102 Blaine, MN 55449 Applebee's Grill and Bar 4345 Pheasant Ridge Drive #202 Blaine, MN 55449 Umi Sushi & Hibachi 10340 Baltimore St NE, Sute 100 Blaine, MN 55449	March 2021 April 2022 October 21, 2024 Pending
Sgt. John Rice VFW Post 6316 N. P. Hockert	Sgt. John Rice VFW 6316 1374 - 109th Avenue NE Blaine MN 55434	June 21, 2007
Spring Lake Park Lions Club Amanda Jackson	X-Golf 298 Northtown Drive NE Blaine, MN 55434 Fogerty Arena/Moe's Ice House 9250 Lincoln Street NE Blaine, MN 55434	September 21, 2020 December 19, 2022
Spring Lake Park District #16 Youth Hockey Association Sarah Clark	The Roadside 12540 Ulysses Street NE Blaine MN 55434 El Norte Mexican Bar & Grill 3453 Lake Drive NE Blaine, MN	October 21, 2019 December 10, 2022



City of Blaine

Staff Report

File Number: RES 24-180

Agenda Date	Status
October 21, 2024	
In Control	File Type
City Council	Resolution

Approval of Consent Agenda: - Jason Zimmerman, Finance Director

Agenda Item # 8.5

Amending and Restating Resolution 24-180; Authorizing the Sale of General Obligation Improvement, Utility, and Equipment Bonds, Series 2024B, Subject to Certain Parameters; Fixing Their Form and Specifications; Directing Their Execution and Delivery; and Providing For Their Payment

Executive Summary

Council is requested to amend resolution 24-180 to include all relevant statutory references. All other terms and conditions of the resolution are consistent with the action taken on September 16, 2024.

Background

On September 16, 2024, the City Council approved resolution 24-180 which authorized the competitive negotiated sale of General Obligation Improvement and Equipment Bonds in order to finance various pavement management projects, utility infrastructure activities, and the acquisition of capital equipment, consistent with the 2024-2028 Capital Improvement Plan.

Resolution 24-180 was prepared by the City's bond attorney, Kennedy & Graven, in coordination with the City's municipal advisor, Baker Tilly. During a subsequent review, it was identified that references to State Statue 444.075 were missing from the adopted resolution, which are needed for the bonding related to utility infrastructure projects. The amended resolution has been prepared by Kennedy & Graven to include relevant statutory language, while keeping all other terms and conditions consistent with the resolution as adopted on September 16.

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. .

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 amended resolution.

Attachment List

1. General Obligation Improvement and Equipment Bonds - Series 2024B - Parameters Resolution



City of Blaine

Signature Copy

Resolution: RES 24-180

Amending and Restating Resolution 24-180; Authorizing the Sale of General Obligation Improvement, Utility, and Equipment Bonds, Series 2024B, Subject to Certain Parameters; Fixing Their Form and Specifications; Directing Their Execution and Delivery; and Providing For Their Payment

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, October 21, 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. ____

AMENDING AND RESTATING RESOLUTION NO. 24-180 AND AUTHORIZING
THE SALE OF GENERAL OBLIGATION IMPROVEMENT, UTILITY
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) On September 16, 2024, the City Council of the City adopted Resolution RES 24-180 Authorizing the Sale of General Obligation Improvement and Equipment Bonds, Series 2024B (the “Resolution 24-180”), subject to certain parameters;

(b) The City hereby determines to amend and restate Resolution 24-180 to provide for a portion of the Bonds (defined below) which finances all or a portion of the cost of the acquisition, construction and betterment of various water, sewer, and storm water utility system improvement projects of the City (the “Utility Improvements”) to be payable from the net revenues of the water, sewer, and storm water systems of the City pursuant to Minnesota Statutes, Chapters 444 and 475, as amended, particularly Minnesota Statutes, Section 444.075 (the “Utility Act”);

(c) This resolution does not increase the amount of Bonds authorized in Resolution 24-180, but instead authorizes a portion of the Bonds to be payable from the net revenues of the water, sewer, and storm water systems of the City pursuant to the Utility Act;

(d) Certain assessable public improvements in the City including the costs of various street 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, Utility 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”), the Utility Improvements pursuant to the Utility Act (the “Utility 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, the Utility Bonds and the Equipment Certificates; and (v) approve the tax levies for the repayment of each of the Improvement Bonds, the Utility 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, the Utility 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, Utility and Equipment Bonds, 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,” the “Utility Account” and the “Equipment Account.” Amounts in the Improvement Account are irrevocably pledged to the Improvement Bonds, amounts in the Utility Account are irrevocably pledged to the Utility 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) Utility Account. The City will continue to maintain and operate its water, sewer and storm water utility funds, to which will be credited all gross revenues of the water, storm water and sewer utility systems (collectively, the “Utility Systems”), respectively, and out of which will be paid all normal and reasonable expenses of current operations of such Utility Systems. Any balances therein are deemed net revenues (the “Net Revenues”) and will be transferred, from time to time, to the Utility Account of the Debt Service Fund in an

amount sufficient to pay the principal of and interest on the Utility Bonds, which Utility Account will be used only to pay principal of and interest on the Utility Bonds, and any other bonds similarly authorized. There is also appropriated to the Utility Account (i) any collections of taxes hereafter levied for the payment of the Utility Bonds and interest thereon, (ii) 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; (iii) all investment earnings on funds in the Utility Account of the Debt Service Fund; and (iv) any and all other moneys which are properly available and are appropriated by the City Council to the Utility Account of the Debt Service Fund or in the availability of Net Revenues to pay principal of and interest, when due, on the Utility Bonds and any other bonds similarly authorized. The Finance Director must report to the City Council any current or anticipated deficiency in the Utility Account in the amount necessary to pay principal of and interest on all of the Utility Bonds when due. If a payment of principal or interest on the Utility Bonds becomes due when there is not sufficient money in the Utility Account of 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 Net Revenues of the Utility Systems and taxes when collected.

(c) 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, Utility and Equipment Bonds, 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,” the “Utility Account” and the “Equipment Account.” Amounts in the Improvement Account will be used to construct the Improvements, amounts in the Utility Account will be used to construct the Utility 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) Utility Account. Proceeds of the Utility Bonds, less the appropriations made in Section 3.01(b) hereof, will be deposited in the Utility Improvements Account of the Construction Fund to be used solely to defray expenses of the Utility Improvements. Any balance remaining in the Utility Account after the Utility Improvements are completed 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 Utility Account of the Construction Fund is to be closed and any balance remaining therein is to be deposited in the Utility Account of the Debt Service Fund.

(c) Equipment Account. Proceeds of the Equipment Certificates, less the appropriations made in Section 3.01(c) 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 irrevocable 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 irrevocable 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, Utility 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, Utility 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, Utility 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 21st day of October, 2024. This Resolution amends and restates but does not rescind Resolution RES 24-180 adopted September 16, 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 October 21, 2024 (the "Resolution"), for the purpose of providing money to finance the construction of various street improvements and improvements to the water, sewer and storm water utility systems in the City and the acquisition of capital equipment pursuant to and in full conformity with its home rule charter, the Constitution, and the laws of the State of Minnesota, including Minnesota Statutes, Sections 410.32(g) and 412.301 and Chapters 429, 444 and 475. The principal hereof and interest hereon are payable from certain special assessments levied against property specially benefited by local improvements, from net revenues of the sewer, storm water and water systems, 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, net revenues 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 AND RECITED that in and by the Resolution, the City has covenanted and agreed that it will continue to own and operate the sewer, storm water and water

systems free from competition by other like municipal utilities; that adequate insurance on said system and suitable fidelity bonds on employees will be carried; that proper and adequate books of account will be kept showing all receipts and disbursements relating to the enterprise funds of the water, sewer and storm water systems, into which it will pay all of the gross revenues from the sewer, storm water and water systems, respectively; that it will also create and maintain a Utility Improvements Account within the General Obligation Improvement, Utility and Equipment Bonds, Series 2024B Debt Service Fund, into which it will pay, out of the net revenues from the water, storm water and sewer systems, a sum sufficient to pay principal of and interest on the Utility Bonds when due; and that it will provide, by ad valorem tax levies, for any deficiency in required net revenues of the sewer, storm water and water systems.

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.

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 October 21, 2024, and the accompanying Certificate of Pricing Committee levying taxes for the payment of its \$_____ General Obligation Improvement, Utility 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 October 21, 2024, and the accompanying Certificate of Pricing Committee levying taxes for the payment of its \$_____ General Obligation Improvement, Utility 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



City of Blaine Staff Report

File Number: RES 24-204

Agenda Date	Status
October 21, 2024	
In Control	File Type
City Council	Resolution

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

Agenda Item # 8.6

Resolution to Approve the 2025 Intensive Comprehensive Peace Officer Education and Training Grant

Executive Summary

The Police Department applied for and was awarded the Intensive Comprehensive Peace Officer Education and Training Grant through the MN Department of Public Safety, Office of Justice Programs, for \$100,000 for two candidates. This grant provides for the recruitment and education of two Police Officer candidates who currently hold a two or four-year degree from a regionally accredited college or university in a field of study other than Law Enforcement.

Background

The Intensive Comprehensive Peace Officer Education and Training (ICPOET) Program provides grant funding to assist Minnesota law enforcement agencies with hiring. The ICPOET appropriation is designed to recruit candidates who may be interested in a career transition into law enforcement at a time when vacancies are high across the state. The Office of Justice Programs will reimburse law enforcement agencies for the costs of a candidate who already holds a two or four-year degree from a regionally accredited college or university while they obtain the required Professional Peace Officer Education (PPOE). This includes the candidate's salary/fringe benefits and education/training while they are attending school in a cohort-style offering.

Strategic Plan Relationship

The ICPOET Grant police officer positions align with the City's strategic plan goal #4 Organizational Health, having adequate staffing to meet core public safety services for the community.

Board/Commission Review

None

Financial Impact

The financial chart below details the costs associated with the ICPOET program. The City of Blaine Police Department is responsible for \$5,214.00 which will be funded through the general operating budget. Staff recommended budget amendments are included in the accompanying resolution.

Budget Category	Costs
Personnel Compensation The cadets will be compensated at \$25.00/hour for the 5 days/week, 9 hours/day, 22-week training program	\$49,500
Payroll Tax and Fringe Benefits Are generally calculated at 29.32%	\$14,514
Training The ICPOET cohort training program at either Alexandria Technical Community College or Hennepin Technical College for two cadets	\$41,200
Total	\$105,214
Less the ICPOET Grant Award Amount	(\$100,000)
TOTAL COST TO THE POLICE DEPARTMENT	\$5,214

Public Outreach/Input

None

Staff Recommendation

Approve the ICPOET Grant and incurred costs for the police department.

Attachment List

1. 1223777_5061513-A-ICPOE-2025-BLAINEPD-018GRANTAGREEMENT



City of Blaine

Signature Copy

Resolution: RES 24-204

Resolution to Approve the 2025 Intensive Comprehensive Peace Officer Education and Training Grant

WHEREAS, the City of Blaine has prepared a grant proposal for the purpose of Intensive Comprehensive Peace Officer Education and Training; and

WHEREAS, the City of Blaine's Intensive Comprehensive Peace Officer Education and Training grant application was accepted and approved; and

WHEREAS, the MN Department of Public Safety, Office of Justice Programs selected Blaine to receive grant funding up to \$100,000.00; and

WHEREAS, the MN Department of Public Safety, Office of Justice Programs requires that the City of Blaine enter into an agreement that identifies the terms and conditions of the funding award; and

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

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

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

1. Acceptance of the Intensive Comprehensive Peace Officer Education and Training grant funding for the City of Blaine is hereby authorized in accordance with the terms set forth herein.
2. The Mayor and City Manager are hereby authorized to execute the above agreement with the MN Department of Public Safety, Office of Justice Programs.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Blaine to approve the following revenue increases to the 2025 budget:

Fund	Amount
General Fund – State Grants 101.40.460.462-3320	\$100,000

BE IT FURTHER RESOLVED the following expenditure increases to the 2025 budget:

Fund	Amount
------	--------

General Fund - Compensation 101.40.460.462-4101	\$49,500
General Fund – PERA 101.40.460.462-4121	\$8,762
General Fund – Medicare 101.40.460.462-4123	\$718
General Fund – Workers Compensation 101.40.460.462-4151	\$5,034
General Fund – Training 101.40.460.466-4402	\$41,200

PASSED by the City Council of the City of Blaine on this 21st day of October 2024.



Minnesota Department of Public Safety (“State”) Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	Grant Program: Intensive Comprehensive Peace Officer Education and Training 2025 Grant Contract Agreement No.: A-ICPOE-2025-BLAINEPD-018
Grantee: City of Blaine, Police Department 10801 Town Square Drive NE Blaine, Minnesota 55449	Grant Contract Agreement Term: Effective Date: 12/1/2024 Expiration Date: 9/30/2025
Grantee’s Authorized Representative: Chief Brian Podany City of Blaine, Police Department 10801 Town Square Dr NE Blaine, Minnesota 55449 (763) 785-6196 bpodany@blainemn.gov	Grant Contract Agreement Amount: Original Agreement \$100,000.00 Matching Requirement \$0.00
State’s Authorized Representative: Kristin Lail, Grants Specialist Coordinator Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (651) 230-3358 Kristin.lail@state.mn.us	Federal Funding: CFDA/ALN: None FAIN: N/A State Funding: Minnesota Session Laws of 2023, Chapter 52, Article 2, Section 3, Subdivision 8. Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: Per Minn. Stat. § 16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn. Stat. § 16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved Intensive Comprehensive Peace Officer Education and Training 2025 Application [“Application”] which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota 55101-2139. The Grantee shall also comply with all requirements referenced in the Intensive Comprehensive Peace Officer Education and Training 2025 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-ICPOE-2025-BLAINEPD-018 / 3-98828

Project No.(indicate N/A if not applicable): N/A

2. GRANTEE

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Organization: Blaine Police Department

A-ICPOE-2025-BLAINEPD-018

Budget Summary

ICPOE: Intensive Comprehensive Police Officer Education and Training 2025				
Budget Category	Award			
Personnel				
Personnel Costs (Salary) for Cadet 1	\$25,000.00			
Personnel Costs (Salary) for Cadet 2	\$25,000.00			
Total	\$50,000.00			
Payroll Taxes and Fringe				
Fringe benefits for Cadet 1	\$4,400.00			
Fringe benefits for Cadet 2	\$4,400.00			
Total	\$8,800.00			
Travel and Training				
Training/Education of Cadet 1	\$20,600.00			
Training/Education of Cadet 2	\$20,600.00			
Total	\$41,200.00			
Total	\$100,000.00			



City of Blaine Staff Report

File Number: 2024-442

Agenda Date	Status
October 21, 2024	
In Control	File Type
City Council	Motion

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

Agenda Item # 8.7

Authorize the Mayor and City Manager to Enter into a One-Year Contract with the State of Minnesota for a Four-day per Week Institution Community Work Crew in the Amount of \$105,500

Executive Summary

The City has had a contract with the State of Minnesota Department of Corrections (DOC) since the fall of 2018 for a work crew to perform various labor-intensive work throughout the city.

The DOC has offered a one-year contract to continue this partnership with the City. We have experienced good service and received significant benefits from this contract. The new contract price reflects a 1.9% increase from last year's contract. Staff recommends approving the new one-year contract.

Background

The State of Minnesota, acting through its Commissioner of Corrections, offers Institution Community Work Crews (ICWC) to cities to provide labor for local efforts at the purchaser's discretion. The ICWC Program's structure and philosophy were modeled after the Minnesota Department of Corrections' (DOC) Sentencing to Service (STS) program, which had already established an excellent track record of working in the community. Carefully selected, non-dangerous, minimum-security inmates work on crews under the supervision of a qualified DOC crew leader. The program's goal is to teach social and work skills while communities accomplish projects. With recent difficulties in hiring seasonal employees, the ICWC crew performs various labor-intensive tasks and projects throughout the city that add significant value. Included in this packet is a list of tasks and projects that the ICWC crew has performed in the past and will be able to assist the department with in the future.

This new contract will provide the City of Blaine with an ICWC crew on Mondays through Thursdays (four days per week) for 52 weeks from November 1, 2024 through October 31, 2025. The total expense to the City for all compensation and reimbursements to the State under this contract is \$105,500.00 for one year as our share of the cost of providing a crew leader and placing the work crews into service on

the ICWC Program during the term of this agreement. The City may request additional time at an overtime rate of \$85.00 per hour for the entire crew. Funding for this is split between the general fund and utility funds based on anticipated utilization.

Strategic Plan Relationship

This project aligns with the City's strategic plan goal of well-maintained infrastructure by performing various maintenance tasks throughout the city.

Board/Commission Review

Financial Impact

Funding for this has been included in the 2025 budget and is split between the general fund and utility funds based on anticipated utilization.

Public Outreach/Input

Staff Recommendation

By motion, authorize the Mayor and City Manager to enter into contract with the State of Minnesota for an Institution Community Work Crew in the amount of \$105,500.00 for one year.

Attachment List

1. Blaine 2024 NEW ICWC



State of Minnesota

Income Contract

SWIFT Contract No.: **257655**

This contract is between the State of Minnesota, acting through its Commissioner of Corrections, Institution Community Work Crew, 1450 Energy Park Drive, St. Paul, Minnesota 55108 ("State"), and the City of Blaine, 1801 101st Avenue NE, Blaine, MN, 55449 ("Purchaser"). State and Purchaser may be referred to jointly as "Parties."

Recitals

1. Under Minn. Stat. §241.278 the State is empowered to enter into income contracts.
2. The Purchaser is in need of an Institution Community Work Crew (ICWC).
3. The State represents that it is duly qualified and agrees to provide the services described in this contract.

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

- 1.1 **Effective date:** November 1, 2024, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** October 31, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. State's Duties

The State will:

- 2.1 Provide a crew leader(s) who will supervise up to ten (10) crewmembers during four (4) 10-hour days of work per week, including the hours crew leaders spend for daily preparation, communication and travel.
- 2.2 Train each work crew in safety principles and techniques set forth by applicable federal, state and local agency requirements. Purchaser agrees that the state has the authority to refuse selected projects if it considers the projects beyond the skill level of the crewmembers and/or unsafe to perform.
- 2.3 Provide required personal safety equipment and clothing needed for specific work.
- 2.4 Screen projects to ensure that appropriate staff are assigned.
- 2.5 Submit reports to the Purchaser upon request within sixty (60) days of the end of each quarter.

3. Purchaser's Duties

The Purchaser will

- 3.1 Obtain all necessary permits or licenses or special authority for all projects that utilize ICWC labor.
- 3.2 Assign all work and coordinate material purchases and delivery through the ICWC crew leader for projects to be performed by the State.
- 3.3 Hire any subcontractors utilized in the project.
- 3.4 Provide utilities at the work site and set up accounts for the purchase of materials and rental of specialized tools or equipment needed for the work.
- 3.5 Meet with the State as necessary to provide project information needed by the State in the performance of its' duties.

4. Payment

The Purchaser will pay the State for all services performed by the State under this contract as follows:

- 4.1 Payment shall be made by the Purchaser to the State in the amount of fifty-two thousand seven hundred fifty dollars (\$52,750.00) on November 1, 2023. Fifty-two thousand seven hundred fifty dollars (\$51,750.00) on May 1, 2024. Any overtime hours will be billed at the rate of eighty-five and 00/100 dollars (\$85.00) per hour.
- 4.2 The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is one hundred-five thousand five hundred and 00/100 dollars (\$105,500.00), plus any additional overtime hours, as its share of the cost of providing a crew leader and placing the work crews into service on the ICWC Program during the term of this agreement. The Purchaser's share includes time scheduled for training, vacation, sick leave and holidays based on the terms and condition of the crew leaders AFSCME bargaining agreement.

5. Authorized Representative

The State's Authorized Representative is Scott Miller, ICWC Supervisor or his successor, 2420 Long Lake Rd, Roseville, Minnesota 55113

The Purchaser's Authorized Representative is Michelle Wolfe, City Manager or her successor, 10801 Town Square Drive, Blaine, MN, 55449. If the Purchaser's Authorized Representative changes at any time during this Contract, the Purchaser must immediately notify the State.

6. Assignment, Amendments, Waiver, and Contract Complete.

- 6.1 *Amendments.* Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 6.2 *Waiver.* If the State fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.
- 6.3 *Contract Complete.* This contract contains all negotiations and agreements between the State and the Purchaser. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

7. Liability

Each party will be responsible for its own acts and behavior and the results thereof.

8. Government Data Practices.

The Purchaser and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Purchaser under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Purchaser or the State.

If the Purchaser receives a request to release the data referred to in this clause, the Purchaser must immediately notify and consult with the State's Authorized Representative as to how the Purchaser should respond to the request. The Purchaser's response to the request shall comply with applicable law.

9. Publicity and Endorsement.

- 9.1 Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Purchaser individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.
- 9.2 Endorsement. The Purchaser must not claim that the State endorses its products or services.

10. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Purchaser's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Contract.

11. Governing Law, Jurisdiction, and Venue.

Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12. Termination.

Either party may cancel this Contract at any time, with or without cause, upon 30 days' written notice to the other party.

1. Purchaser

Print Name: _____

Signature: _____

Title: _____ Date: _____

2. State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

3. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____



City of Blaine

Staff Report

File Number: RES 24-207

Agenda Date	Status
October 21, 2024	
In Control	File Type
City Council	Resolution

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

Agenda Item # 8.8

Resolution Accepting a Bid from Rivard Contracting for Tree Removal Services and Authorizing Execution of an Agreement

Executive Summary

Bids to remove diseased, dying, and hazardous trees were received on September 30, 2024. Four contractors responded with Rivard Contracting of East Bethel, Minnesota submitting the lowest bid of those who met the necessary requirements.

Background

Emerald Ash Borer disease has been identified in all areas of the city and continues to adversely affect the city's forestry stock. The city has identified over 3,000 ash trees in the right-of-way that will need to be removed over the next several years. EAB removals will likely continue over the next 5-10 years to ensure that the city does not have dangerous ash trees in public areas. The Public Works Department requires contractual labor in the form of tree removal services to remove diseased, dying, and hazardous trees throughout the city. Public Works has utilized contractors for years to assist in maintaining its forestry stock.

The 2024 General Fund appropriated \$321,000 for tree removal services and approximately \$124,000 of this appropriation remains at this time. A request for bids was issued on September 18, 2024. The request required vendors to submit bids on a pre-determined list of approximately 250 trees ranked from high, medium, and low priority. The bids were also required to include stump grinding, area restoration, a list of qualifications, three references, an equipment list, and proof of insurance.

Bids were received on September 30, 2024, from four contractors, including Rivard Contracting, Carr's Tree Service, Tree Story, and Precision Landscape and Tree. The bids were checked for completeness, and it was determined that Rivard Contracting was the lowest of the bidders that met all the necessary requirements. Staff recommends the Rivard bid be accepted and the Mayor and City Manager be authorized to enter into an agreement. While the bids received were higher than the remaining budget

appropriations, the agreement amount will be set not to exceed \$124,000, which is what remains in the 2024 budget.

Strategic Plan Relationship

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

Board/Commission Review

None required.

Financial Impact

The city appropriated \$321,000 within the General Fund forestry subdivision budget for 2024. Currently, approximately \$124,000 remains available.

Public Outreach/Input

N/A

Staff Recommendation

Accept the bid from Rivard Contracting and authorize the Mayor and City Manager to enter into an agreement for an amount not to exceed \$124,000.

Attachment List

1. Non-collusion Affidavit
2. responsible-contractor-cert
3. RFB Tree Removal Contractor Bidder Qualification Sheets
4. Bid Tab BidWorksheet_9330443



City of Blaine

Signature Copy

Resolution: RES 24-207

Resolution Accepting a Bid from Rivard Contracting for Tree Removal Services and Authorizing Execution of an Agreement

WHEREAS, said bids were received on September 30, 2024, opened and tabulated according to law, the following four bids were received complying with the advertisement:

Rivard Contracting	\$186,501
Carr's Tree Service	\$228,150
TreeStory, Inc.	\$238,935
Precision Land & Tree, Inc.	\$242,775

WHEREAS, Rivard Contracting of East Bethel, Minnesota has met the necessary bid requirements and is the lowest responsible bidder; and

WHEREAS, the 2024 budget has \$124,000 remaining that was allocated for removal of hazardous trees.

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

1. The Mayor and City Manager are hereby authorized and directed to enter into an agreement with Rivard Contracting for an amount not to exceed \$124,000.
2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the bid bonds submitted with their bids, except the two lowest bidders. When a contract is duly executed, the bid bond of the remaining unsuccessful bidder will be returned. The bid bond of the successful bidder will be retained until the performance and payment bonds have been executed and approved, after which the bid bond will be returned.

PASSED by the City Council of the City of Blaine this 21st day of October 2024.

AFFIDAVIT OF NON-COLLUSION

STATE OF MinnesotaCOUNTY OF Anoka

I Hereby swear (or affirm) under the penalty of perjury:

- 1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership) or an officer or employee of the bidder corporation having authority to sign on its behalf (if the bidder is a corporation);
- 2) That the attached bid or bids have been arrived at by the bidder individually and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit individual bidding or competition;
- 3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person, prior to any official opening of the bid or bids; and
- 4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Subscribed and sworn to before me this

30th day of September, 2024Sarah Jayne Melland
Notary

(Seal)

[Signature]
Bidder's SignatureVice Pres
TitleRussell Companies
Company

**ATTACHMENT A
PRIME CONTRACTOR RESPONSE**

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PROJECT NUMBER: 9330443

This form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9. This form must be submitted with the response to this solicitation. A response received without this form, will be rejected.

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION.** ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...

Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

- | | |
|-----|---|
| (1) | <p>The Contractor:</p> <ul style="list-style-type: none">(i) is in compliance with workers' compensation and unemployment insurance requirements;(ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative. |
| (2) | <p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.03, 181.101, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none">(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;* |

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
(7)	All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Subd. 5a. Motor carrier verification. A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I certify under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285, and
- 2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.

Authorized Signature of Owner or Officer:



Printed Name:

Michael J Rivard

Title:

V. President

Date:

9/26/2024

Company Name:

Rivard Companies, Inc. dba Rivard Contracting

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTORS LIST

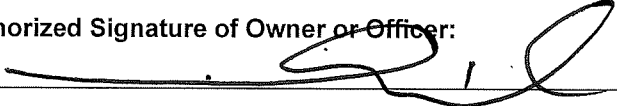
SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT

PROJECT NUMBER: 9330443

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

FIRST TIER SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
Rivard Companies, Inc. dba Rivard Contracting	East Bethel
Rivard Companies, Inc. dba Rivard Contracting	East Bethel
Rivard Companies, Inc. dba Rivard Contracting	East Bethel
Rivard Companies, Inc. dba Rivard Contracting	East Bethel
Rivard Companies, Inc. dba Rivard Contracting	East Bethel
Rivard Companies, Inc. dba Rivard Contracting	East Bethel
Rivard Companies, Inc. dba Rivard Contracting	East Bethel

*Attach additional sheets as needed for submission of all first-tier subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1	
By signing this document I certify that I am an owner or officer of the company, and I certify under oath that: All first-tier subcontractors listed on attachment A-1 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.	
Authorized Signature of Owner or Officer: 	Printed Name: Michael J Rivard
Title: V. President	Date: 9/26/2024
Company Name:	Rivard Companies, Inc. dba Rivard Contracting

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

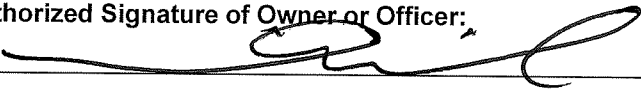
PROJECT NUMBER: 9330443

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

Minn. Stat. § 16C.285, Subd. 5. ... If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors. ...

ADDITIONAL SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A

*Attach additional sheets as needed for submission of all additional subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2	
By signing this document I certify that I am an owner or officer of the company, and I certify under oath that: All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.	
Authorized Signature of Owner or Officer: 	Printed Name: Michael J Rivard
Title: V. President	Date: 9/26/2024
Company Name:	Rivard Companies, Inc. dba Rivard Contracting

QUOTE FORM TREE REMOVAL CONTRACT QUALIFICATIONS

1. List of equipment that will be employed to accomplish specified tree removals.
(Please attach additional sheets to the packet, if needed).

1. 2024 ASV VT100F Track Loader
2. 2019 Vermeer FT100 Mulching Machine #1VR
3. 2015 Terex Skid Steer Model PT110F S#ASV
4. 2018 Caterpillar 938 Wheel Loader
5. 2017 Caterpillar 926 Wheel Loader
6. 2011 Caterpillar 906 Compact Wheel Loader
7. 2021 Rayco Stump Grinder RG165T-R #RG165
8. 2020 Western Star Quad Axle Clam Truck - equipped with a 65 cubic yard box and a state-of-the-art 2019 Palfinger Epsilon M13A80 Log Loader
9. and SG280 RC-M G2 Grapple saw with tilt
10. 1997 International Dump Truck with a 12 cubic yard box capacity for hauling brush and clean up debris, 2004 International 4x2 4000 Series 107

2. A statement describing the qualifications and certifications of the company, such as TCIA accreditation number.

Rivard Contracting has 35 years of professional experience in the tree removal and land clearing industry.

We cleared 120 acres of trees for the entire "Lakes Development" in Blaine. Most recently, we were awarded EAB Tree Removal contracts for the City of Blaine, City of St. Francis, and the City of Shoreview. We have worked with hundreds of home builders and developers throughout the years. Rivard Companies, Inc. has recently purchased a new revolutionary piece of equipment specifically designed for safe and efficient boulevard tree removal. The "Grapple Saw" reaches up and grabs sections of the tree starting from the top & cuts them then places the limbs directly into the truck. The tree never hits the ground! This eliminates the risk of any property damage to yards, driveways, streets, and the need for bucket trucks, cranes, ropes and grounds men. It is by far the safest most efficient method of tree removal!

3. The City requires the names, certification numbers and a list of trainings that have been accomplished by a minimum of two certified Arborists on staff, with one Arborist required on-site during work in the city.

Name	Certification Number
1. Kameron Kytonen	MN-4237A
2. Joseph Cocherell	WI-1311a

Trainings: Michael Rivard and Jennifer Rivard

4. Three references from institutions (municipalities, utility companies, universities, etc.), with contact information, that have employed the bidder to perform tree removal projects with similar work specifications and performance standards.

1. Pat Parenteau, Streets Supervisor, City of Blaine (763) 717-2659

2. Paul Carpenter, Public Works Director, City of St. Francis (651) 350-8434

3. Krista Billerbeck, Natural Resources Coordinator, City of Shoreview (651) 490-4665

5. A copy of the contractor's federal tax ID number and Minnesota contractor's license number (Include with packet).

6. Proof of insurance as specified herein as well as workers compensation verification (Include with packet).

7. Responsible Contractor Certification (Form Attached)

8. Affidavit of Non-Collusion (Form Attached)



**FEDERAL TAX ID NUMBER AND MINNESOTA
CONTRACTOR'S LICENSE NUMBER**

Established: 1989

Incorporated: 2001

Federal Tax ID #: 41-2004936

State ID #: 5348252

Contractor's License Number: IR810056

08/19/2024

Rivard Companies, Inc. Rivard Contracting
19801 Highway 65 NE
East Bethel, MN 55011

Certificate of Construction Contractor Registration

Contractor Name: Rivard Companies, Inc. Rivard Contracting

Contractor Registration Number: IR810056

Effective Date: 06/10/2024

Expiration Date: 12/31/2025



RIVACOM-01

DROEBER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2024

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

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

PRODUCER Stein Agency Inc. 12800 Lake Blvd Lindstrom, MN 55045	CONTACT NAME:		
	PHONE (A/C, No, Ext): (651) 257-1042	FAX (A/C, No): (651) 257-3937	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
INSURED Rivard Companies Inc 19801 Highway 65 North East East Bethel, MN 55011	INSURER A : Secura Insurance Company	22543	
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER: General Aggregate	X		CP3320283	3/17/2024	3/17/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			A3320284	3/17/2024	3/17/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CU3320286	3/17/2024	3/17/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ Commercial Umbr \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is Hereby Named As Additional Insured With Respects To The General Liability Coverage When Required In A Written Contract.

CERTIFICATE HOLDER

CANCELLATION

City of Blaine 10801 Town Square Dr NE Blaine, MN 55449	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



PAYMINC-01

SRANGLALL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/9/2024

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

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

PRODUCER Choice Insurance Services LLC - Bloomington 4470 W 78th St Circle, Suite 100 Bloomington, MN 55435	CONTACT NAME: Senada Ranglall PHONE (A/C, No, Ext): (952) 996-8803 FAX (A/C, No): (701) 356-6461 E-MAIL ADDRESS: s.ranglall@insurewithchoice.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Union Insurance Company		25844
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

Paymasters, Inc.
Rivard Companies, Inc
495 Highway 10 East
Detroit Lakes, MN 56501

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			FPCSIG018	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Rivard Companies, Inc
19801 Hye 65 NE
East Bethel, MN 55011

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

AUTHORIZED REPRESENTATIVE

AFFIDAVIT OF NON-COLLUSION

STATE OF MinnesotaCOUNTY OF Anoka

I Hereby swear (or affirm) under the penalty of perjury:

- 1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership) or an officer or employee of the bidder corporation having authority to sign on its behalf (if the bidder is a corporation);
- 2) That the attached bid or bids have been arrived at by the bidder individually and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit individual bidding or competition;
- 3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person, prior to any official opening of the bid or bids; and
- 4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Subscribed and sworn to before me this

30th day of September, 2024Sarah Jayne Melland
Notary

(Seal)

[Signature]
Bidder's SignatureVice Pres
TitleRural Companies
Company



QUALIFICATIONS AND CERTIFICATIONS LIST

Qualifications

- MN Nursery and Landscape Association member for 19 years
- Two Arborist on staff on an as needed basis – Mike Rivard in training
- Estimated trees removed in the cities of Blaine and Ham Lake over thousands of trees
- Cleared 120 acres of trees for the entire “Lakes Development” in Blaine, MN
- Have worked with over 800 Home builders and developers over the past 35 years

Employee Experience

Mike Rivard: Owner with over 35 years of experience

Kameron Kytonen ISA Certified Arborist MN-4237A

Joseph Cocherell ISA Certified Arborist WI-1311a

Josh McCasky on-site manager with over 20 years of experience

John Cacioppo equipment operator with 20 years of experience

Guy Fields over 4 years of experience

Other Notes of Mention

We currently supply over 140 cities, parks departments, and schools with certified playground chips. We operate a 33-acre tree waste recycling facility in east Bethel for the past 19 years, with over 300 tree services and contractors bring their tree waste, also including the Anoka County Parks Department, Anoka County Highway Department, and numerous surrounding cities.

This site could be used as an optional disposal site for trees if needed with an additional tipping fee. We are an authorized Emerald Ash disposal site. We offer onsite grinding at the city's

RIVARD COMPANIES, INC.
DBA RIVARD CONTRACTING • CENTRAL WOOD PRODUCTS
19801 HIGHWAY 65 NE • EAST BETHEL, MN 55011
OFFICE: (763) 753-7888 FAX: (763) 753-1314
WWW.RIVARDCOMPANIES.COM



disposal site if needed. Our crew will provide exceptional service and provide additional storm damage and emergency tree work at a competitive pricing.

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19801 HIGHWAY 65 NE • EAST BETHEL, MN 55011
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WWW.RIVARDCOMPANIES.COM

Additional Equipment List
Fork Grapple #07041333361
Grapple Attachment
Mini Bucket #FE9326
Brush Mower #S00HF1266

Year	Make	Model
2015	Mack	6x4 Pinnacle Series
2005	Titan	Trailer
1997	INT'L	4x2 ``4000" Series
2014	Mack	6x4 Granite Series 1

Tree Removal Contractor (#9330443)
 Owner: City of Blaine Public Works
 Solicitor: City of Blaine Public Works
 09/30/2024 10:00 AM CDT

Section	Line	Item	Item Code	Item Description
BASE BID		HIGH PRIORITY		
	1	HIGH PRIORITY		13185 DAVENPORT ST NE
	2	HIGH PRIORITY		2302 QUAIL CREEK PKWY NE
	3	HIGH PRIORITY		9231 HARPERS CT NE
	4	HIGH PRIORITY		2102 132ND LN NE
	5	HIGH PRIORITY		751 95TH LN NE
	6	HIGH PRIORITY		11248 NASSAU CIR NE
	7	HIGH PRIORITY		2060 117TH LN NE
	8	HIGH PRIORITY		2060 117TH LN NE
	9	HIGH PRIORITY		9791 PIERCE ST NE
	10	HIGH PRIORITY		10272 ERSKIN ST NE
	11	HIGH PRIORITY		2011 112TH CIR NE
	12	HIGH PRIORITY		9778 PIERCE ST NE
	13	HIGH PRIORITY		11064 ZUMBROTA CT NE
	14	HIGH PRIORITY		10562 NATIONAL ST NE
	15	HIGH PRIORITY		11155 QUINCY BLVD NE
	16	HIGH PRIORITY		9810 PIERCE ST NE
	17	HIGH PRIORITY		9810 PIERCE ST NE
	18	HIGH PRIORITY		9810 PIERCE ST NE
	19	HIGH PRIORITY		640 129TH AVE NE
	20	HIGH PRIORITY		640 129TH AVE NE
	21	HIGH PRIORITY		13050 TAYLOR ST NE
	22	HIGH PRIORITY		13050 TAYLOR ST NE
	23	HIGH PRIORITY		13050 TAYLOR ST NE
	24	HIGH PRIORITY		13050 TAYLOR ST NE
	25	HIGH PRIORITY		768 113TH CIR NE
	26	HIGH PRIORITY		1938 119TH AVE NE
	27	HIGH PRIORITY		1938 119TH AVE NE
	28	HIGH PRIORITY		1896 124TH LN NE
	29	HIGH PRIORITY		863 115TH LN NE
	30	HIGH PRIORITY		9129 GUADALCANAL CT NE
	31	HIGH PRIORITY		2278 128TH CT NE
	32	HIGH PRIORITY		4483 102ND AVE NE
	33	HIGH PRIORITY		4709 106TH AVE NE
	34	HIGH PRIORITY		2419 RADISSON WOODS DR NE
	35	HIGH PRIORITY		1103 98TH AVE NE
	36	HIGH PRIORITY		11114 WASHINGTON ST NE
	37	HIGH PRIORITY		2010 132ND AVE NE
	38	HIGH PRIORITY		11491 TERRACE RD NE

39 HIGH PRIORITY	11617 TERRACE RD NE
40 HIGH PRIORITY	11871 ISANTI ST NE
41 HIGH PRIORITY	4726 106TH LN NE
42 HIGH PRIORITY	11020 WASHINGTON ST NE
43 HIGH PRIORITY	861 113TH LN NE
44 HIGH PRIORITY	861 98TH LN NE
45 HIGH PRIORITY	3871 98TH LN NE
46 HIGH PRIORITY	1684 132ND LN NE
47 HIGH PRIORITY	13227 ISANTI ST NE
48 HIGH PRIORITY	1697 120TH LN NE
49 HIGH PRIORITY	1700 124TH LN NE
50 HIGH PRIORITY	10450 TERRACE RD NE
51 HIGH PRIORITY	10450 TERRACE RD NE
52 HIGH PRIORITY	10251 GHIA ST NE
53 HIGH PRIORITY	265 OAK PARK DR NE
54 HIGH PRIORITY	265 OAK PARK DR NE
55 HIGH PRIORITY	1653 122ND AVE NE
56 HIGH PRIORITY	1653 122ND AVE NE
57 HIGH PRIORITY	1653 122ND AVE NE
58 HIGH PRIORITY	13170 BALTIMORE ST NE
59 HIGH PRIORITY	11663 TYLER ST NE
60 HIGH PRIORITY	11663 TYLER ST NE
61 HIGH PRIORITY	10263 GHIA ST NE
62 HIGH PRIORITY	10263 GHIA ST NE
63 HIGH PRIORITY	11070 FLANDERS CT NE
64 HIGH PRIORITY	11445 ARNOLD PALMER DR NE
65 HIGH PRIORITY	940 OAK RIDGE PT NE
66 HIGH PRIORITY	11445 ARNOLD PALMER DR NE
67 HIGH PRIORITY	1861 117TH AVE NE
68 HIGH PRIORITY	2872 89TH LN NE
69 HIGH PRIORITY	11524 TERRACE RD NE
70 HIGH PRIORITY	881 98TH LN NE
71 HIGH PRIORITY	840 126TH AVE NE
72 HIGH PRIORITY	9947 JACKSON ST NE
73 HIGH PRIORITY	3356 128TH LN NE
74 HIGH PRIORITY	2801 RICE CREEK PKWY NE
75 HIGH PRIORITY	10696 NATIONAL ST NE
76 HIGH PRIORITY	2859 ASPEN LAKE DR NE
77 HIGH PRIORITY	13219 ABLE ST NE
78 HIGH PRIORITY	1975 112TH CIR NE
79 HIGH PRIORITY	10917 NASSAU CIR NE
80 HIGH PRIORITY	10282 ERSKIN ST NE
81 HIGH PRIORITY	10282 ERSKIN ST NE
82 HIGH PRIORITY	10699 PRESIDENT DR NE
83 HIGH PRIORITY	10244 ERSKIN ST NE
84 HIGH PRIORITY	12480 RADISSON RD NE

85 HIGH PRIORITY	9145 CORAL SEA ST NE
86 HIGH PRIORITY	3224 128TH LN NE
87 HIGH PRIORITY	10179 ERSKIN ST NE
88 HIGH PRIORITY	12765 ABLE ST NE
89 HIGH PRIORITY	9935 JACKSON ST NE
90 HIGH PRIORITY	12654 LINCOLN ST NE
91 HIGH PRIORITY	848 OAK RIDGE PT NE
92 HIGH PRIORITY	10501 6TH ST NE
93 HIGH PRIORITY	11409 GOODHUE ST NE
94 HIGH PRIORITY	926 97TH LN NE

BASE BID-MEDIUM PRIORITY

95 MEDIUM PRIORITY	11091 NASSAU CIR NE
96 MEDIUM PRIORITY	8808 MONROE ST NE
97 MEDIUM PRIORITY	8808 MONROE ST NE
98 MEDIUM PRIORITY	10354 NATIONAL ST NE
99 MEDIUM PRIORITY	10354 NATIONAL ST NE
100 MEDIUM PRIORITY	1856 124TH LN NE
101 MEDIUM PRIORITY	1856 124TH LN NE
102 MEDIUM PRIORITY	4465 102ND LN NE
103 MEDIUM PRIORITY	1091 BUCHANAN CIR NE
104 MEDIUM PRIORITY	10176 JEWEL ST NE
105 MEDIUM PRIORITY	10680 PRESIDENT DR NE
106 MEDIUM PRIORITY	12650 LINCOLN ST NE
107 MEDIUM PRIORITY	4897 106TH LN NE
108 MEDIUM PRIORITY	4512 102ND LN NE
109 MEDIUM PRIORITY	4512 102ND LN NE
110 MEDIUM PRIORITY	8998 7TH ST NE
111 MEDIUM PRIORITY	2844 88TH LN NE
112 MEDIUM PRIORITY	9155 ZUMBROTA ST NE
113 MEDIUM PRIORITY	1760 124TH LN NE
114 MEDIUM PRIORITY	1814 121ST AVE NE
115 MEDIUM PRIORITY	849 95TH LN NE
116 MEDIUM PRIORITY	4728 123RD LN NE
117 MEDIUM PRIORITY	1657 132ND LN NE
118 MEDIUM PRIORITY	9825 JACKSON ST NE
119 MEDIUM PRIORITY	10199 KISSEL ST NE
120 MEDIUM PRIORITY	12690 ELDORADO CT NE
121 MEDIUM PRIORITY	1538 CLOUD DR NE
122 MEDIUM PRIORITY	8562 CORD ST NE
123 MEDIUM PRIORITY	835 124TH AVE NE
124 MEDIUM PRIORITY	12674 JOHNSON ST NE
125 MEDIUM PRIORITY	10442 TERRACE RD NE
126 MEDIUM PRIORITY	10276 GHIA ST NE
127 MEDIUM PRIORITY	2618 91ST AVE NE
128 MEDIUM PRIORITY	10805 PIERCE ST NE
129 MEDIUM PRIORITY	10805 PIERCE ST NE

130 MEDIUM PRIORITY	3028 92ND LN NE
131 MEDIUM PRIORITY	1724 124TH LN NE
132 MEDIUM PRIORITY	10440 PRESIDENT DR NE
133 MEDIUM PRIORITY	4174 88TH AVE NE
134 MEDIUM PRIORITY	10654 TERRACE RD NE
135 MEDIUM PRIORITY	813 96TH AVE NE
136 MEDIUM PRIORITY	9138 BATAAN ST NE
137 MEDIUM PRIORITY	9138 BATAAN ST NE
138 MEDIUM PRIORITY	640 118TH AVE NE
139 MEDIUM PRIORITY	947 102ND CIR NE
140 MEDIUM PRIORITY	10204 ISETTA ST NE
141 MEDIUM PRIORITY	2829 88TH LN NE
142 MEDIUM PRIORITY	902 102ND CIR NE
143 MEDIUM PRIORITY	10224 TYLER ST NE
144 MEDIUM PRIORITY	9536 ABLE ST NE
145 MEDIUM PRIORITY	13101 JACKSON ST NE
146 MEDIUM PRIORITY	8816 JACKSON ST NE
147 MEDIUM PRIORITY	10232 TYLER ST NE
148 MEDIUM PRIORITY	12488 RADISSON RD NE
149 MEDIUM PRIORITY	924 102ND CIR NE
150 MEDIUM PRIORITY	970 99TH LN NE
151 MEDIUM PRIORITY	12367 GOODHUE ST NE
152 MEDIUM PRIORITY	10981 NASSAU CIR NE
153 MEDIUM PRIORITY	9152 HARPERS CT NE
154 MEDIUM PRIORITY	9162 HARPERS CT NE
155 MEDIUM PRIORITY	8722 VAN BUREN ST NE
156 MEDIUM PRIORITY	10953 PIERCE ST NE
157 MEDIUM PRIORITY	762 99TH LN NE
158 MEDIUM PRIORITY	762 99TH LN NE
159 MEDIUM PRIORITY	865 96TH LN NE
160 MEDIUM PRIORITY	10455 UNIVERSITY AVE NE
161 MEDIUM PRIORITY	1211 123RD AVE NE
162 MEDIUM PRIORITY	2716 89TH LN NE
163 MEDIUM PRIORITY	9474 VAN BUREN ST NE
164 MEDIUM PRIORITY	10972 NASSAU CIR NE
165 MEDIUM PRIORITY	8525 COTTAGEWOOD TER NE
166 MEDIUM PRIORITY	8525 COTTAGEWOOD TER NE
167 MEDIUM PRIORITY	13169 ISANTI ST NE
168 MEDIUM PRIORITY	2811 RICE CREEK PKWY NE
169 MEDIUM PRIORITY	8963 ZUMBROTA ST NE
170 MEDIUM PRIORITY	8963 ZUMBROTA ST NE
171 MEDIUM PRIORITY	2843 89TH LN NE
172 MEDIUM PRIORITY	11616 WASHINGTON ST NE
173 MEDIUM PRIORITY	971 99TH LN NE
174 MEDIUM PRIORITY	1540 130TH LN NE
175 MEDIUM PRIORITY	9794 PIERCE ST NE

176 MEDIUM PRIORITY	11352 GOODHUE ST NE
177 MEDIUM PRIORITY	935 115TH LN NE
178 MEDIUM PRIORITY	1143 98TH LN NE
179 MEDIUM PRIORITY	12407 OPAL ST NE
180 MEDIUM PRIORITY	1533 122ND AVE NE
181 MEDIUM PRIORITY	11508 TERRACE RD NE
182 MEDIUM PRIORITY	1550 130TH LN NE
183 MEDIUM PRIORITY	1530 130TH LN NE
184 MEDIUM PRIORITY	9184 JEFFERSON ST NE
185 MEDIUM PRIORITY	1987 112TH CIR NE
186 MEDIUM PRIORITY	1560 130TH LN NE
187 MEDIUM PRIORITY	12030 DUKE DR NE
188 MEDIUM PRIORITY	11601 7TH ST NE
189 MEDIUM PRIORITY	11970 ELDORADO ST NE
190 MEDIUM PRIORITY	11970 ELDORADO ST NE
191 MEDIUM PRIORITY	1091 98TH AVE NE

BASE BID-LOW PRIORITY

192 LOW PRIORITY	950 126TH AVE NE
193 LOW PRIORITY	10601 NATIONAL ST NE
194 LOW PRIORITY	10163 FRAIZER ST NE
195 LOW PRIORITY	3055 92ND LN NE
196 LOW PRIORITY	10185 KISSEL ST NE
197 LOW PRIORITY	812 PAUL PKWY NE
198 LOW PRIORITY	812 PAUL PKWY NE
199 LOW PRIORITY	8798 DUNKIRK CT NE
200 LOW PRIORITY	10242 ISETTA ST NE
201 LOW PRIORITY	11761 NAPLES CIR NE
202 LOW PRIORITY	13084 ISANTI ST NE
203 LOW PRIORITY	4773 107TH AVE NE
204 LOW PRIORITY	9570 MADISON ST NE
205 LOW PRIORITY	10188 ISETTA ST NE
206 LOW PRIORITY	12415 BUCHANAN ST NE
207 LOW PRIORITY	871 98TH LN NE
208 LOW PRIORITY	9146 CORAL SEA ST NE
209 LOW PRIORITY	11891 ISANTI ST NE
210 LOW PRIORITY	11310 GOODHUE ST NE
211 LOW PRIORITY	11770 ARNOLD PALMER TRL NE
212 LOW PRIORITY	11736 ABLE ST NE
213 LOW PRIORITY	10165 JEWEL ST NE
214 LOW PRIORITY	11304 GOODHUE ST NE
215 LOW PRIORITY	756 96TH LN NE
216 LOW PRIORITY	143 97TH AVE NE
217 LOW PRIORITY	2108 127TH LN NE
218 LOW PRIORITY	12253 BALTIMORE CT NE
219 LOW PRIORITY	10571 7TH ST NE
220 LOW PRIORITY	325 107TH AVE NE

221 LOW PRIORITY	9155 ZUMBROTA ST NE
222 LOW PRIORITY	1748 124TH LN NE
223 LOW PRIORITY	60 TERRITORIAL RD NE
224 LOW PRIORITY	11996 LONDON ST NE
225 LOW PRIORITY	8562 CORD ST NE
226 LOW PRIORITY	10805 PIERCE ST NE
227 LOW PRIORITY	10805 PIERCE ST NE
228 LOW PRIORITY	132 104TH LN NE
229 LOW PRIORITY	132 104TH LN NE
230 LOW PRIORITY	132 104TH LN NE
231 LOW PRIORITY	11812 POLK ST NE
232 LOW PRIORITY	2021 118TH AVE NE
233 LOW PRIORITY	746 99TH CIR NE
234 LOW PRIORITY	13009 PIERCE ST NE
235 LOW PRIORITY	11220 BUCHANAN RD NE
236 LOW PRIORITY	985 114TH CT NE
237 LOW PRIORITY	11697 LONDON ST NE
238 LOW PRIORITY	10953 PIERCE ST NE
239 LOW PRIORITY	9832 TAYLOR ST NE
240 LOW PRIORITY	12295 RENDOVA ST NE
241 LOW PRIORITY	8605 YALTA ST NE
242 LOW PRIORITY	726 105TH LN NE
243 LOW PRIORITY	9783 QUINCY ST NE
244 LOW PRIORITY	3012 93RD AVE NE
245 LOW PRIORITY	9139 ZUMBROTA ST NE
246 LOW PRIORITY	8572 CORD ST NE
247 LOW PRIORITY	10987 PIERCE ST NE
248 LOW PRIORITY	2209 129TH CT NE
249 LOW PRIORITY	2209 129TH CT NE

Base Bid Total:

UofM	Quantity	Engineer Estimate	Rivard Contracting	Extension
		Unit Price	Unit Price	
		\$0.00		\$70,406.00
25 BDH INCHES	1		\$749.00	\$749.00
16 BDH INCHES	1		\$749.00	\$749.00
19.5 BDH INCHES	1		\$749.00	\$749.00
17 BDH INCHES	1		\$749.00	\$749.00
25 BDH INCHES	1		\$749.00	\$749.00
16.5 BDH INCHES	1		\$749.00	\$749.00
13 BDH INCHES	1		\$749.00	\$749.00
13 BDH INCHES	1		\$749.00	\$749.00
20.5 BDH INCHES	1		\$749.00	\$749.00
25 BDH INCHES	1		\$749.00	\$749.00
18 BDH INCHES	1		\$749.00	\$749.00
17 BDH INCHES	1		\$749.00	\$749.00
19 BDH INCHES	1		\$749.00	\$749.00
19 BDH INCHES	1		\$749.00	\$749.00
22 BDH INCHES	1		\$749.00	\$749.00
18.5 BDH INCHES	1		\$749.00	\$749.00
18.5 BDH INCHES	1		\$749.00	\$749.00
25 BDH INCHES	1		\$749.00	\$749.00
12 BDH INCHES	1		\$749.00	\$749.00
19 BDH INCHES	1		\$749.00	\$749.00
22 BDH INCHES	1		\$749.00	\$749.00
15 BDH INCHES	1		\$749.00	\$749.00
13 BDH INCHES	1		\$749.00	\$749.00
18.5 BDH INCHES	1		\$749.00	\$749.00
21 BDH INCHES	1		\$749.00	\$749.00
18 BDH INCHES	1		\$749.00	\$749.00
18 BDH INCHES	1		\$749.00	\$749.00
14 BDH INCHES	1		\$749.00	\$749.00
16 BDH INCHES	1		\$749.00	\$749.00
15.5 BDH INCHES	1		\$749.00	\$749.00
11 BDH INCHES	1		\$749.00	\$749.00
24 BDH INCHES	1		\$749.00	\$749.00
24 BDH INCHES	1		\$749.00	\$749.00
22 BDH INCHES	1		\$749.00	\$749.00
20 BDH INCHES	1		\$749.00	\$749.00
15 BDH INCHES	1		\$749.00	\$749.00
17 BDH INCHES	1		\$749.00	\$749.00
14 BDH INCHES	1		\$749.00	\$749.00

31 BDH INCHES	1	\$749.00	\$749.00
19.5 BDH INCHES	1	\$749.00	\$749.00
15 BDH INCHES	1	\$749.00	\$749.00
48 BDH INCHES	1	\$749.00	\$749.00
23 BDH INCHES	1	\$749.00	\$749.00
54 BDH INCHES	1	\$749.00	\$749.00
19 BDH INCHES	1	\$749.00	\$749.00
20 BDH INCHES	1	\$749.00	\$749.00
27 BDH INCHES	1	\$749.00	\$749.00
20 BDH INCHES	1	\$749.00	\$749.00
14 BDH INCHES	1	\$749.00	\$749.00
14 BDH INCHES	1	\$749.00	\$749.00
14 BDH INCHES	1	\$749.00	\$749.00
20 BDH INCHES	1	\$749.00	\$749.00
18 BDH INCHES	1	\$749.00	\$749.00
13 BDH INCHES	1	\$749.00	\$749.00
15 BDH INCHES	1	\$749.00	\$749.00
21 BDH INCHES	1	\$749.00	\$749.00
12 BDH INCHES	1	\$749.00	\$749.00
18.5 BDH INCHES	1	\$749.00	\$749.00
16 BDH INCHES	1	\$749.00	\$749.00
14 BDH INCHES	1	\$749.00	\$749.00
17.5 BDH INCHES	1	\$749.00	\$749.00
20.5 BDH INCHES	1	\$749.00	\$749.00
39 BDH INCHES	1	\$749.00	\$749.00
15 BDH INCHES	1	\$749.00	\$749.00
17.5 BDH INCHES	1	\$749.00	\$749.00
19 BDH INCHES	1	\$749.00	\$749.00
20 BDH INCHES	1	\$749.00	\$749.00
16 BDH INCHES	1	\$749.00	\$749.00
32 BDH INCHES	1	\$749.00	\$749.00
27 BDH INCHES	1	\$749.00	\$749.00
13 BDH INCHES	1	\$749.00	\$749.00
16 BDH INCHES	1	\$749.00	\$749.00
8 BDH INCHES	1	\$749.00	\$749.00
15 BDH INCHES	1	\$749.00	\$749.00
17 BDH INCHES	1	\$749.00	\$749.00
13 BDH INCHES	1	\$749.00	\$749.00
11.5 BDH INCHES	1	\$749.00	\$749.00
18 BDH INCHES	1	\$749.00	\$749.00
20 BDH INCHES	1	\$749.00	\$749.00
20 BDH INCHES	1	\$749.00	\$749.00
20 BDH INCHES	1	\$749.00	\$749.00
21 BDH INCHES	1	\$749.00	\$749.00
18.5 BDH INCHES	1	\$749.00	\$749.00
20 BDH INCHES	1	\$749.00	\$749.00

12 BDH INCHES	1	\$749.00	\$749.00
9 BDH INCHES	1	\$749.00	\$749.00
30 BDH INCHES	1	\$749.00	\$749.00
15 BDH INCHES	1	\$749.00	\$749.00
18.5 BDH INCHES	1	\$749.00	\$749.00
18 BDH INCHES	1	\$749.00	\$749.00
26 BDH INCHES	1	\$749.00	\$749.00
24 BDH INCHES	1	\$749.00	\$749.00
11 BDH INCHES	1	\$749.00	\$749.00
22.5 BDH INCHES	1	\$749.00	\$749.00
		\$0.00	\$72,653.00
20 BDH INCHES	1	\$749.00	\$749.00
25 BDH INCHES	1	\$749.00	\$749.00
25 BDH INCHES	1	\$749.00	\$749.00
22 BDH INCHES	1	\$749.00	\$749.00
22 BDH INCHES	1	\$749.00	\$749.00
26 BDH INCHES	1	\$749.00	\$749.00
22 BDH INCHES	1	\$749.00	\$749.00
15 BDH INCHES	1	\$749.00	\$749.00
22 BDH INCHES	1	\$749.00	\$749.00
22 BDH INCHES	1	\$749.00	\$749.00
13 BDH INCHES	1	\$749.00	\$749.00
16 BDH INCHES	1	\$749.00	\$749.00
19 BDH INCHES	1	\$749.00	\$749.00
23 BDH INCHES	1	\$749.00	\$749.00
25 BDH INCHES	1	\$749.00	\$749.00
14 BDH INCHES	1	\$749.00	\$749.00
19 BDH INCHES	1	\$749.00	\$749.00
18 BDH INCHES	1	\$749.00	\$749.00
20 BDH INCHES	1	\$749.00	\$749.00
22 BDH INCHES	1	\$749.00	\$749.00
24 BDH INCHES	1	\$749.00	\$749.00
5 BDH INCHES	1	\$749.00	\$749.00
23 BDH INCHES	1	\$749.00	\$749.00
23 BDH INCHES	1	\$749.00	\$749.00
21 BDH INCHES	1	\$749.00	\$749.00
14 BDH INCHES	1	\$749.00	\$749.00
15.5 BDH INCHES	1	\$749.00	\$749.00
33 BDH INCHES	1	\$749.00	\$749.00
15 BDH INCHES	1	\$749.00	\$749.00
19 BDH INCHES	1	\$749.00	\$749.00
13 BDH INCHES	1	\$749.00	\$749.00
18 BDH INCHES	1	\$749.00	\$749.00
17 BDH INCHES	1	\$749.00	\$749.00
13.5 BDH INCHES	1	\$749.00	\$749.00
19 BDH INCHES	1	\$749.00	\$749.00

19 BDH INCHES	1	\$749.00	\$749.00
19 BDH INCHES	1	\$749.00	\$749.00
22 BDH INCHES	1	\$749.00	\$749.00
19 BDH INCHES	1	\$749.00	\$749.00
21 BDH INCHES	1	\$749.00	\$749.00
20 BDH INCHES	1	\$749.00	\$749.00
20 BDH INCHES	1	\$749.00	\$749.00
20 BDH INCHES	1	\$749.00	\$749.00
18 BDH INCHES	1	\$749.00	\$749.00
27 BDH INCHES	1	\$749.00	\$749.00
19 BDH INCHES	1	\$749.00	\$749.00
17 BDH INCHES	1	\$749.00	\$749.00
23 BDH INCHES	1	\$749.00	\$749.00
25 BDH INCHES	1	\$749.00	\$749.00
36 BDH INCHES	1	\$749.00	\$749.00
6 BDH INCHES	1	\$749.00	\$749.00
24 BDH INCHES	1	\$749.00	\$749.00
23 BDH INCHES	1	\$749.00	\$749.00
18.5 BDH INCHES	1	\$749.00	\$749.00
20 BDH INCHES	1	\$749.00	\$749.00
22 BDH INCHES	1	\$749.00	\$749.00
24 BDH INCHES	1	\$749.00	\$749.00
14 BDH INCHES	1	\$749.00	\$749.00
16 BDH INCHES	1	\$749.00	\$749.00
15 BDH INCHES	1	\$749.00	\$749.00
16 BDH INCHES	1	\$749.00	\$749.00
16 BDH INCHES	1	\$749.00	\$749.00
17 BDH INCHES	1	\$749.00	\$749.00
15 BDH INCHES	1	\$749.00	\$749.00
28 BDH INCHES	1	\$749.00	\$749.00
17.5 BDH INCHES	1	\$749.00	\$749.00
16 BDH INCHES	1	\$749.00	\$749.00
15.5 BDH INCHES	1	\$749.00	\$749.00
21 BDH INCHES	1	\$749.00	\$749.00
16 BDH INCHES	1	\$749.00	\$749.00
20 BDH INCHES	1	\$749.00	\$749.00
16 BDH INCHES	1	\$749.00	\$749.00
20 BDH INCHES	1	\$749.00	\$749.00
17 BDH INCHES	1	\$749.00	\$749.00
17 BDH INCHES	1	\$749.00	\$749.00
17 BDH INCHES	1	\$749.00	\$749.00
21 BDH INCHES	1	\$749.00	\$749.00
21 BDH INCHES	1	\$749.00	\$749.00
24 BDH INCHES	1	\$749.00	\$749.00
19.5 BDH INCHES	1	\$749.00	\$749.00
24 BDH INCHES	1	\$749.00	\$749.00

16 BDH INCHES	1		\$749.00	\$749.00
16.5 BDH INCHES	1		\$749.00	\$749.00
19 BDH INCHES	1		\$749.00	\$749.00
10 BDH INCHES	1		\$749.00	\$749.00
17 BDH INCHES	1		\$749.00	\$749.00
27 BDH INCHES	1		\$749.00	\$749.00
32 BDH INCHES	1		\$749.00	\$749.00
19 BDH INCHES	1		\$749.00	\$749.00
22 BDH INCHES	1		\$749.00	\$749.00
19 BDH INCHES	1		\$749.00	\$749.00
20 BDH INCHES	1		\$749.00	\$749.00
7 BDH INCHES	1		\$749.00	\$749.00
15 BDH INCHES	1		\$749.00	\$749.00
19 BDH INCHES	1		\$749.00	\$749.00
19 BDH INCHES	1		\$749.00	\$749.00
20 BDH INCHES	1		\$749.00	\$749.00
		\$0.00		\$43,442.00
16 BDH INCHES	1		\$749.00	\$749.00
23 BDH INCHES	1		\$749.00	\$749.00
16 BDH INCHES	1		\$749.00	\$749.00
17 BDH INCHES	1		\$749.00	\$749.00
18 BDH INCHES	1		\$749.00	\$749.00
8 BDH INCHES	1		\$749.00	\$749.00
20 BDH INCHES	1		\$749.00	\$749.00
11 BDH INCHES	1		\$749.00	\$749.00
22 BDH INCHES	1		\$749.00	\$749.00
9 BDH INCHES	1		\$749.00	\$749.00
17 BDH INCHES	1		\$749.00	\$749.00
16 BDH INCHES	1		\$749.00	\$749.00
21 BDH INCHES	1		\$749.00	\$749.00
21 BDH INCHES	1		\$749.00	\$749.00
15 BDH INCHES	1		\$749.00	\$749.00
17 BDH INCHES	1		\$749.00	\$749.00
18 BDH INCHES	1		\$749.00	\$749.00
11 BDH INCHES	1		\$749.00	\$749.00
18 BDH INCHES	1		\$749.00	\$749.00
17 BDH INCHES	1		\$749.00	\$749.00
18 BDH INCHES	1		\$749.00	\$749.00
13 BDH INCHES	1		\$749.00	\$749.00
15 BDH INCHES	1		\$749.00	\$749.00
22 BDH INCHES	1		\$749.00	\$749.00
30 BDH INCHES	1		\$749.00	\$749.00
17 BDH INCHES	1		\$749.00	\$749.00
19 BDH INCHES	1		\$749.00	\$749.00
27 BDH INCHES	1		\$749.00	\$749.00
22 BDH INCHES	1		\$749.00	\$749.00

17.5 BDH INCHES	1	\$749.00	\$749.00
15.5 BDH INCHES	1	\$749.00	\$749.00
7 BDH INCHES	1	\$749.00	\$749.00
15 BDH INCHES	1	\$749.00	\$749.00
25 BDH INCHES	1	\$749.00	\$749.00
22 BDH INCHES	1	\$749.00	\$749.00
22 BDH INCHES	1	\$749.00	\$749.00
19 BDH INCHES	1	\$749.00	\$749.00
23 BDH INCHES	1	\$749.00	\$749.00
20 BDH INCHES	1	\$749.00	\$749.00
19 BDH INCHES	1	\$749.00	\$749.00
11 BDH INCHES	1	\$749.00	\$749.00
14 BDH INCHES	1	\$749.00	\$749.00
22 BDH INCHES	1	\$749.00	\$749.00
37 BDH INCHES	1	\$749.00	\$749.00
16.5 BDH INCHES	1	\$749.00	\$749.00
15 BDH INCHES	1	\$749.00	\$749.00
15 BDH INCHES	1	\$749.00	\$749.00
23 BDH INCHES	1	\$749.00	\$749.00
12 BDH INCHES	1	\$749.00	\$749.00
18 BDH INCHES	1	\$749.00	\$749.00
28 BDH INCHES	1	\$749.00	\$749.00
20 BDH INCHES	1	\$749.00	\$749.00
12 BDH INCHES	1	\$749.00	\$749.00
17 BDH INCHES	1	\$749.00	\$749.00
22 BDH INCHES	1	\$749.00	\$749.00
15 BDH INCHES	1	\$749.00	\$749.00
19 BDH INCHES	1	\$749.00	\$749.00
18 BDH INCHES	1	\$749.00	\$749.00
		\$0.00	\$186,501.00

Carr's Tree Service, Inc.

Unit Price	Extension
	\$88,080.00
\$1,145.00	\$1,145.00
\$775.00	\$775.00
\$775.00	\$775.00
\$775.00	\$775.00
\$1,145.00	\$1,145.00
\$775.00	\$775.00
\$775.00	\$775.00
\$775.00	\$775.00
\$1,145.00	\$1,145.00
\$1,145.00	\$1,145.00
\$775.00	\$775.00
\$775.00	\$775.00
\$775.00	\$775.00
\$1,145.00	\$1,145.00
\$1,145.00	\$1,145.00
\$775.00	\$775.00
\$775.00	\$775.00
\$1,145.00	\$1,145.00
\$495.00	\$495.00
\$775.00	\$775.00
\$1,145.00	\$1,145.00
\$775.00	\$775.00
\$775.00	\$775.00
\$775.00	\$775.00
\$1,145.00	\$1,145.00
\$775.00	\$775.00
\$775.00	\$775.00
\$775.00	\$775.00
\$775.00	\$775.00
\$495.00	\$495.00
\$1,145.00	\$1,145.00
\$1,145.00	\$1,145.00
\$1,145.00	\$1,145.00
\$775.00	\$775.00
\$775.00	\$775.00
\$775.00	\$775.00
\$775.00	\$775.00

treeStory Inc

Unit Price	Extension
	\$90,650.00
\$1,175.00	\$1,175.00
\$900.00	\$900.00
\$900.00	\$900.00
\$900.00	\$900.00
\$1,175.00	\$1,175.00
\$900.00	\$900.00
\$785.00	\$785.00
\$785.00	\$785.00
\$1,175.00	\$1,175.00
\$1,175.00	\$1,175.00
\$900.00	\$900.00
\$900.00	\$900.00
\$900.00	\$900.00
\$900.00	\$900.00
\$1,175.00	\$1,175.00
\$900.00	\$900.00
\$900.00	\$900.00
\$1,175.00	\$1,175.00
\$500.00	\$500.00
\$900.00	\$900.00
\$1,175.00	\$1,175.00
\$785.00	\$785.00
\$785.00	\$785.00
\$900.00	\$900.00
\$1,175.00	\$1,175.00
\$900.00	\$900.00
\$900.00	\$900.00
\$785.00	\$785.00
\$900.00	\$900.00
\$900.00	\$900.00
\$500.00	\$500.00
\$1,175.00	\$1,175.00
\$1,175.00	\$1,175.00
\$1,175.00	\$1,175.00
\$900.00	\$900.00
\$785.00	\$785.00
\$900.00	\$900.00
\$785.00	\$785.00

\$2,050.00	\$2,050.00	\$1,500.00	\$1,500.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$785.00	\$785.00
\$3,075.00	\$3,075.00	\$2,500.00	\$2,500.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$3,075.00	\$3,075.00	\$2,500.00	\$2,500.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$900.00	\$900.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$785.00	\$785.00
\$775.00	\$775.00	\$785.00	\$785.00
\$775.00	\$775.00	\$785.00	\$785.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$785.00	\$785.00
\$775.00	\$775.00	\$785.00	\$785.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$495.00	\$495.00	\$500.00	\$500.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$785.00	\$785.00
\$775.00	\$775.00	\$900.00	\$900.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$2,050.00	\$2,050.00	\$1,500.00	\$1,500.00
\$775.00	\$775.00	\$785.00	\$785.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$900.00	\$900.00
\$2,050.00	\$2,050.00	\$1,500.00	\$1,500.00
\$1,145.00	\$1,145.00	\$1,500.00	\$1,500.00
\$775.00	\$775.00	\$785.00	\$785.00
\$775.00	\$775.00	\$900.00	\$900.00
\$495.00	\$495.00	\$500.00	\$500.00
\$775.00	\$775.00	\$785.00	\$785.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$785.00	\$785.00
\$495.00	\$495.00	\$785.00	\$785.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$900.00	\$900.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$900.00	\$900.00

\$495.00	\$495.00	\$500.00	\$500.00
\$495.00	\$495.00	\$500.00	\$500.00
\$2,050.00	\$2,050.00	\$1,500.00	\$1,500.00
\$775.00	\$775.00	\$785.00	\$785.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$900.00	\$900.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$495.00	\$495.00	\$500.00	\$500.00
\$1,145.00	\$1,145.00	\$900.00	\$900.00
	\$88,980.00		\$95,205.00
\$775.00	\$775.00	\$900.00	\$900.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$775.00	\$775.00	\$785.00	\$785.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$775.00	\$775.00	\$785.00	\$785.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$900.00	\$900.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$775.00	\$775.00	\$785.00	\$785.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$900.00	\$900.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$495.00	\$495.00	\$500.00	\$500.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$775.00	\$775.00	\$785.00	\$785.00
\$775.00	\$775.00	\$900.00	\$900.00
\$2,050.00	\$2,050.00	\$1,500.00	\$1,500.00
\$775.00	\$775.00	\$785.00	\$785.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$785.00	\$785.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$785.00	\$785.00
\$775.00	\$775.00	\$900.00	\$900.00

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\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$900.00	\$900.00
\$495.00	\$495.00	\$785.00	\$785.00
\$775.00	\$775.00	\$785.00	\$785.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$2,050.00	\$2,050.00	\$1,500.00	\$1,500.00
\$775.00	\$775.00	\$900.00	\$900.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$900.00	\$900.00
\$495.00	\$495.00	\$500.00	\$500.00
\$775.00	\$775.00	\$785.00	\$785.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$900.00	\$900.00
	\$51,090.00		\$53,080.00
\$775.00	\$775.00	\$900.00	\$900.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$900.00	\$900.00
\$495.00	\$495.00	\$500.00	\$500.00
\$775.00	\$775.00	\$900.00	\$900.00
\$495.00	\$495.00	\$500.00	\$500.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$495.00	\$495.00	\$500.00	\$500.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$900.00	\$900.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$775.00	\$775.00	\$785.00	\$785.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$900.00	\$900.00
\$495.00	\$495.00	\$500.00	\$500.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$785.00	\$785.00
\$775.00	\$775.00	\$785.00	\$785.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$2,050.00	\$2,050.00	\$1,175.00	\$1,175.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$900.00	\$900.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00

\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$900.00	\$900.00
\$495.00	\$495.00	\$500.00	\$500.00
\$775.00	\$775.00	\$785.00	\$785.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$775.00	\$775.00	\$900.00	\$900.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$900.00	\$900.00
\$495.00	\$495.00	\$500.00	\$500.00
\$775.00	\$775.00	\$785.00	\$785.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$2,050.00	\$2,050.00	\$1,500.00	\$1,500.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$785.00	\$785.00
\$775.00	\$775.00	\$785.00	\$785.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$775.00	\$775.00	\$500.00	\$500.00
\$775.00	\$775.00	\$900.00	\$900.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$775.00	\$775.00	\$900.00	\$900.00
\$495.00	\$495.00	\$500.00	\$500.00
\$775.00	\$775.00	\$900.00	\$900.00
\$1,145.00	\$1,145.00	\$1,175.00	\$1,175.00
\$775.00	\$775.00	\$785.00	\$785.00
\$775.00	\$775.00	\$900.00	\$900.00
\$775.00	\$775.00	\$900.00	\$900.00
	\$228,150.00		\$238,935.00

Unit Price
Extension

Unit Price

Extension

\$91,650.00

[illegible]

[illegible]

\$94,575.00

[illegible]

\$56, 550. 00



City of Blaine Staff Report

File Number: 2024-503

Agenda Date

October 21, 2024

Status

In Control

City Council

File Type

Motion

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

Agenda Item # 8.9

Approve Temporary Parking Restrictions for a Halloween Event on October 31, 2024

Executive Summary

Council is asked to approve no parking on the mailbox side of the street during a Halloween event on October 31, 2024, at 1749 118th Avenue NE in Blaine.

Background

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

No Parking on mailbox side of Davenport South between Cloud Dr and 118 Ave NE

No Parking on mailbox side of 118 Ave NE between Davenport and London St NE

No Parking on mailbox side of Isanti St NE between 119 Ave NE and 118 Ave NE

No Parking on mailbox side of Hasting St NE between 118 Ave NE and 117 Ave NE

No Parking on mailbox side of 117 Ave NE between Hastings St NE and London St NE

Strategic Plan Relationship

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

Board/Commission Review

Financial Impact

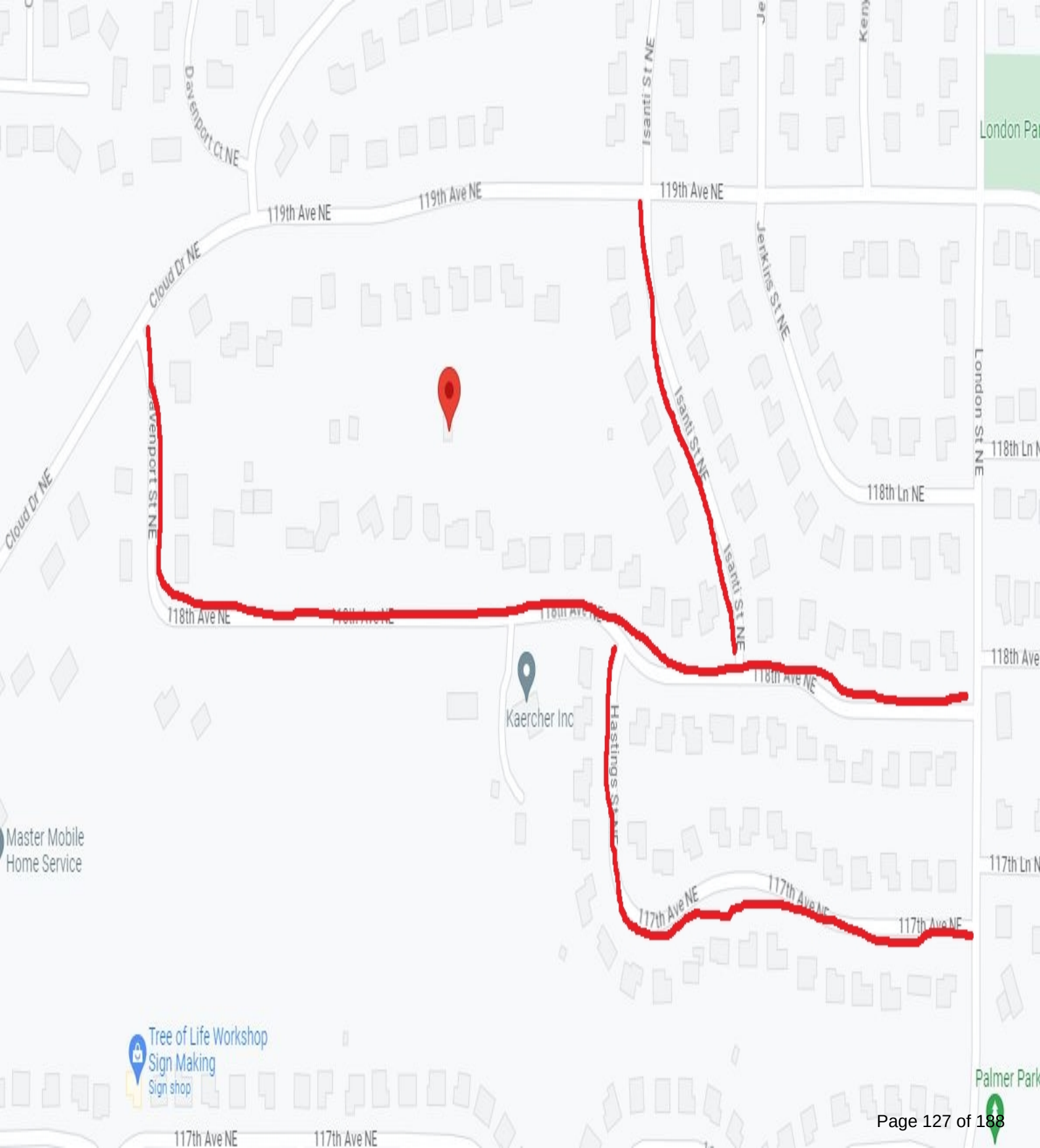
Public Outreach/Input

Staff Recommendation

By motion, approve the parking restrictions for the Halloween event on October 31, 2024, at 1749 118th Avenue NE in Blaine.

Attachment List

1. Frahm Halloween Event Map





City of Blaine Staff Report

File Number: RES 23-74

Agenda Date

October 21, 2024

Status

In Control

City Council

File Type

Resolution

Approval of Consent Agenda: - Michelle Wolfe, City Manager

Agenda Item # 8.10

Resolution Authorizing the Mayor and City Manager to Enter into a Settlement Agreement, Waiver, and Release with Irene A. Tambyln to Acquire Temporary and Permanent Easements From Property at 12730 Lever Street NE (Anoka County Court File No. 02-CV-20-2825 and 02-CV-22-930)

Executive Summary

Background

The city has reached an agreement with Irene Tambyln for settlement of a condemnation action including acquisition costs and restoration activities in relation to the Lever Street Improvement Project.

Strategic Plan Relationship

N/A

Board/Commission Review

N/A

Financial Impact

Public Outreach/Input

N/A

Staff Recommendation

By motion, approve the Resolution authorizing the settlement agreement, waiver and release.

Attachment List

1. Settlement Agreement and Exhibits
2. Site Plan
3. Stipulation to Release Escrow
4. Final Certificate



City of Blaine

Signature Copy

Resolution: RES 23-74

Resolution Authorizing the Mayor and City Manager to Enter into a Settlement Agreement, Waiver, and Release with Irene A. Tambyln to Acquire Temporary and Permanent Easements From Property at 12730 Lever Street NE (Anoka County Court File No. 02-CV-20-2825 and 02-CV-22-930)

See attached.

SETTLEMENT AGREEMENT, WAIVER AND RELEASE

This Settlement Agreement, Waiver and Release (“**Agreement**”), is made and entered into as of this ____ day of _____, 2024, by and between the City of Blaine, a municipal corporation and political subdivision of the State of Minnesota (“**Condemnor**”), and Irene A. Tamblyn (“**Condemnee**”), (together, the “**Parties**”).

WITNESSETH:

WHEREAS, the Condemnee, for and on her own behalf, commenced an inverse condemnation action against Condemnor and others in an action entitled *Irene Tamblyn v. City of Blaine, et al.*, docketed in Anoka County District Court, Minnesota as Court File No. 02-CV-20-2825 (“**Inverse Condemnation Lawsuit**”); and

WHEREAS, the Condemnor, for and on behalf of itself, and in response and partial resolution of the Inverse Condemnation Lawsuit, then commenced an eminent domain action against the Condemnee in an action entitled *City of Blaine, a municipal corporation v. Irene A. Tamblyn*, docketed in Anoka County, Minnesota, as Court File No. 02-CV-22-930 (“**Condemnation Lawsuit**”); and

WHEREAS, the property at issue (hereinafter, the “**Property**”) is Condemnee’s property at 12730 Lever Street NE and more particularly those portions described below:

Property Description:

Portion of property legally described below at 12730 Lever Street NE
PID 01-31-23-31-0003

Legal Description:

A permanent easement for the public street, sidewalk, utility, and drainage purposes over, under and across the East 33.00 feet of the Northeast Quarter of the Southwest Quarter of Section 1, Township 31, Range 23, Anoka County, Minnesota lying southerly of the North 500.0 feet;

And

A permanent easement for utility purposes over, under and across the West 25.00 feet of the East 58.00 feet of the South 30.00 feet of the North 578.20 feet of said Northeast Quarter of the Southwest Quarter of Section 1, Township 31, Range 23, Anoka County, Minnesota

Temporary Construction Easement

A temporary construction easement over, under and across said Northeast Quarter of the Southwest Quarter described as follows:

The West 5.00 feet of the East 38.00 feet of the South 48.20 feet of the North 548.20 feet; and

the West 25.00 feet of the East 83.00 feet of the South 30.00 feet of the North 578.20 feet; and

the West 5.00 feet of the East 38.00 feet lying southerly of the North 578.20 feet; and

the West 25.00 feet of the East 63.00 feet of the South 140.00 feet of the North 870.00 feet.

WHEREAS, Condemnor and Condemnee have reached a settlement of the Inverse Condemnation Lawsuit and the Condemnation Lawsuit upon the terms and conditions hereafter provided.

NOW, THEREFORE, in consideration of the mutual covenants, promises and obligations required herein, the foregoing recitals which are incorporated herein by reference, and to avoid further burden and expense to the parties associated with the above-noted litigations, the Parties hereby voluntarily and willingly enter into this agreement and agree as follows:

1. **CONSIDERATION**

A. Condemnor shall pay Condemnee, as full and complete compensation and damages, described more fully in subparagraphs a-g below, regarding the Property at issue in the Condemnation Lawsuit as described more fully in the legal descriptions above, including any severance damage to Condemnee's remaining parcel, and inclusive of all claim for attorneys' fees and costs in the Inverse Condemnation Lawsuit or Condemnation Lawsuit, the total sum of **One Hundred Sixty Thousand Dollars (\$160,000.00)**. Said consideration takes into account the following:

- a. Permanent Easement Taking.
- b. Temporary Easement Taking.
- c. Any and all claimed loss of trees, shrubs, landscaping.
- d. Any and all claimed severance damages;
- e. Any and all claimed trespass damages;
- f. Any and all claimed damages from delayed restoration subject, however, to restoration duties otherwise set forth herein.
- g. Statutory Interest, attorneys' fees, and costs.

B. **Final Certificate:** The Parties stipulate, agree, and consent to filing and recording of a Final Certificate pursuant to Minn. Stat. § 117.205 describing the land taken and the purposes for which taken, and reciting the fact of final payment of all awards or judgments in relation thereto, which certificate shall be filed with the court administrator and a certified copy thereof filed for record with the county recorder; which record shall be notice to all parties of the title of the Condemnor to the lands therein described (See attached **Exhibit A.**), subject to the provision and approval of the as-built utility plans referenced in Paragraph F.

C. The Parties authorize their respective counsel to execute a Stipulation for release of funds by the Court. (See attached **Exhibit B**.) Following full execution of this Agreement and entry of an Order on Stipulation to release funds, payments will be made as follows to Condemnee and her counsel:

- a. **Release of Escrowed Funds:** The Court currently holds escrowed funds of Condemnor totaling Ninety-One Thousand Eight Hundred Eighty-eight Dollars and Fifty-Seven Cents (\$91,888.57). The funds held in escrow will be released and paid to Condemnee upon entry of the Court's Order on Stipulation.
- b. **Additional Payment:** Condemnor shall make a payment of an additional Sixty-eight Thousand One Hundred Eleven Dollars and Forty-Three Cents (\$68,111.43) within ten (10) days of the Court's Order on Stipulation.

D. **Final Restoration.** As additional consideration herewith, the parties agree that additional restoration work, including construction of a retaining wall in the Permanent Easement area, building of a replacement earthen berm on Condemnee's property, and final cleanup, grading, topsoil placement, and seeding are necessary and will be fully performed by Condemnor and/or its contractors and fully paid for by Condemnor, as follows.

- a. Condemnor and its consultants and contractors will perform all remaining construction and restoration work including weed clearing, final grading, erosion control removal, topsoil, seeding, and installing a retaining wall and ornamental fence in the easement areas in conformance with the plans and specifications. (See attached **Exhibit C**.)
- b. Condemnor and its consultants and contractors will perform all remaining construction and restoration work to install, grade and seed an earthen berm on Condemnee's property in conformance with the plans and specifications. (See attached **Exhibit C**.)
- c. Condemnee authorizes Condemnor, its representatives and contractors' entry on to her Property in all necessary areas beyond the permanent and temporary easements to perform the final construction and restoration work for the earthen berm.
- d. Following full execution of this Agreement, said construction and restoration work will proceed with reasonable diligence and promptness in October 2024 with expectations of being completed by November 2024, subject to potential delays and accommodations due to adverse weather conditions or other factors beyond the Condemnor's control but in no event later than May 30, 2025.
- e. **Right of Entry Agreement.** Condemnee agrees to allow entry onto Condemnee's private property adjacent to the Lever Street easements to establish a new earthen berm approximately 2.5 feet in height, 10 feet in width, and 230 feet in length on

Condemnee's property as shown on attached **Exhibit C**. Condemnee shall allow entry of Condemnor and its consultants and contractors for such work without the need for any additional agreements with or compensation to Condemnee for such permissive entry onto and work upon Condemnee's property to provide the installation and benefit of said replacement earthen berm. Both the Temporary Easement noted above and the Right of Entry provided under this subsection shall expire and terminate upon the final completion of the work outlined in **Exhibit C**.

- f. Condemnor shall supply Condemnee with an accurate as-built plan for all utilities installed in Lever Street adjacent to or upon the Property.

2. **MUTUAL RELEASE OF CLAIMS.**

A. In return for the payment and completion of all restoration work listed above, Condemnee, on behalf of herself and any others who represent her now or in the future, hereby releases and forever discharges Condemnor, from any and all claims or causes of action of any type, whether known or unknown, under any local, state, or federal law(s), arising or which may have arisen at any time up to the date of this Agreement. This includes, but is not limited to, any and all claims asserted in the above-captioned case and any and all claims known or unknown, suspected or unsuspected, anticipated or unanticipated, that arise out of or that relate to the alleged statements, actions or inactions of the Condemnor, including the use and occupancy of and improvements upon the Property, all claims for just compensation and damages for the taking of the Property, claims for access, relocation benefits and all other claims and benefits to which the Condemnee and her unknown heirs, devisees and spouses, if any, may be entitled under any local, state, or federal law(s). This release includes any claims for attorney's fees and litigation costs that Condemnee has or may have had. Condemnee acknowledges that the payment set forth in Section 1 above constitutes adequate consideration for this release.

B. In return for her signature on this agreement, Condemnor, and all related organizations, including but not limited to past and present officials, council members, employees and insurers, both individually and in their representative capacities, on behalf of Condemnor and any others who represent Condemnor now or in the future, on behalf of itself and any others who represent it now or in the future, hereby releases and forever discharges Condemnee, from any and all claims or causes of action of any type, whether known or unknown, under any local, state, or federal law(s), arising or which may have arisen at any time up to the date of this Agreement. This includes trespassing claims it has against Condemnee for the removal of the pole barn from the Property, but is not limited to, any and all claims asserted in the above-captioned case and any and all claims known or unknown, suspected or unsuspected, anticipated or unanticipated, that arise out of or that relate to the alleged statements, actions or inactions of the Condemnee, including claims arising under any local, state, or federal law(s). This release includes any claims for attorney's fees and litigation costs that Condemnor has or may have had. Condemnor acknowledges that the signature of Condemnee below constitutes adequate consideration for this release.

3. Condemnee further agrees that upon execution of this Agreement and performance of the obligations herein, including receipt by Condemnee of both payments set forth in Section 1 above, Condemnor is entitled to the issuance and recording of a final certificate pursuant to Minn. Stat. §117.205 indicating final completion of these proceedings as to the Property. Condemnor shall bear the costs of drafting and recording the final certificate.

4. STIPULATION FOR JUST COMPENSATION, ISSUANCE OF FINAL CERTIFICATE, RELEASE OF FUNDS, AND CLOSING ACTION.

The Parties, in reliance on this Agreement, have agreed to finalize and close the Condemnation Lawsuit and hereby authorize their attorneys to execute stipulations for the release of funds on deposit with the court, to request the Court to authorize issuance and recording of a final certificate, to prepare and finalize any additional necessary paperwork, and to thereafter dismiss the Inverse Condemnation Action and Condemnation Action with prejudice. Time is of the essence in executing and filing said stipulation.

5. NON-ADMISSION

The Parties understand and agrees this Agreement does not constitute an admission by either party of any liability, wrongdoing, or violation of any law.

6. COUNTERPARTS.

This Agreement may be signed simultaneously in two or more counterparts, each of which will be deemed an original, but together will constitute one and the same document.

7. COMPREHENSIVE NATURE OF AGREEMENT

This Agreement contains the entire agreement between Condemnee and Condemnor. Condemnee acknowledges that she has had an opportunity to consult with her own attorney regarding the terms of this Agreement, she has read and understands the terms of this Agreement, she is voluntarily entering into this Agreement to receive the benefits conferred, and that there have been no promises leading to the signing of this Agreement except those that have been expressly contained in this written document. Condemnee also represents that she is not a party to a pending personal bankruptcy and that she is legally able and entitled to receive money being paid to her or for her benefit by Condemnor.

8. GOVERNING LAW AND DRAFTSMANSHIP.

This Agreement will be construed and interpreted in accordance with the laws of the State of Minnesota. It is further agreed that any action regarding the interpretation of or adherence to the terms and provisions of this Agreement shall be venued exclusively in Washington County District Court. The parties agree that this Agreement shall be

considered to have been drafted by each of the parties via assistance of legal counsel; accordingly, no rule of strict construction shall be applied against any party.

9. **EFFECT OF HEADINGS.**

The headings of all the paragraphs and subparagraphs of this Agreement are inserted for convenience for reference only and shall not affect the construction or interpretation of this Agreement.

10. **COOPERATION.**

The Parties agree to cooperate and execute any documents which are necessary and desirable to effectuate this Agreement and its spirit and intent, and to ensure conveyance of the real property interests which are the subject matter of this litigation.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

CONDEMNOR:

**CITY OF BLAINE, A MINNESOTA
MUNICIPAL CORPORATION**

By its Mayor:

Timothy Sanders
Dated: _____

and

By its City Manager:

Michelle Wolfe
Dated: _____

ATTORNEY FOR CONDEMNOR:

ECKBERG LAMMERS, P.C.

Kevin S. Sandstrom (348958)
1809 Northwestern Avenue
Stillwater, MN 55082
(651) 439-2878
ksandstrom@eckberglammers.com

CONDEMNEE:

IRENE A. TAMBLYN

Irene A. Tamblyn

Dated: _____

ATTORNEY FOR CONDEMNEE:

JOHNSON / TURNER LEGAL

David K. Snyder (251392)
56 East Broadway Avenue, #102
Forest Lake, MN 55025
(651) 464-7292
david@johnsonandturner.com

EXHIBIT A-
FINAL CERTIFICATE IN THE MATTER OF THE
CONDEMNATION OF CERTAIN LANDS IN THE CITY OF BLAINE

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF ANOKA

TENTH JUDICIAL DISTRICT

City of Blaine,

Petitioner,

Case Type: Condemnation
Court File No: 02-CV-22-930
Judge Dyanna L. Street

v.

Irene A. Tamblyn,

Respondent.

**FINAL CERTIFICATE IN
THE MATTER OF THE
CONDEMNATION OF CERTAIN
LANDS IN THE CITY OF BLAINE**

Pursuant to Minn. Stat. § 117.205, and the Stipulation of the parties filed with the Court on _____, I hereby certify that the public trail and utility easement interests legally described as follows:

See attached Exhibit A

have been taken by the City of Blaine in eminent domain proceedings for public purposes in conformity with the requirements of Minnesota Statutes, Chapter 117 from the following parcel of property:

PID: 01-31-23-31-0003
Address: 12730 Lever Street NE, Blaine, Minnesota
Legal The Northeast Quarter of the Southwest Quarter of Section 1, Township
Description: 31, Range 23; EXCEPT the north 500 feet thereof; also except road

All damages have been paid by the City of Blaine and said proceedings are now complete. The City of Blaine has acquired easement interests in the lands as more fully described above and the City now owns and holds the easement interests as set forth above.

ECKBERG LAMMERS, P.C.

Dated: _____

By: _____
Kevin S. Sandstrom (348958)

Attorney for Plaintiff
1809 Northwestern Avenue
Stillwater, MN 55082
(651) 439-2878
ksandstrom@eckbergglammers.com

The above Certificate is hereby approved.

Dated: _____

BY THE COURT:

The Honorable Dyanna L. Street
Judge of District Court

FINAL CERTIFICATE - EXHIBIT A

Property Description:

Portion of property legally described below at 12730 Lever Street NE
PID 01-31-23-31-0003

Legal Description:

A permanent easement for the public street, sidewalk, utility, and drainage purposes over, under and across the East 33.00 feet of the Northeast Quarter of the Southwest Quarter of Section 1, Township 31, Range 23, Anoka County, Minnesota lying southerly of the North 500.0 feet;

And

A permanent easement for utility purposes over, under and across the West 25.00 feet of the East 58.00 feet of the South 30.00 feet of the North 578.20 feet of said Northeast Quarter of the Southwest Quarter of Section 1, Township 31, Range 23, Anoka County, Minnesota

Temporary Construction Easement

A temporary construction easement over, under and across said Northeast Quarter of the Southwest Quarter described as follows:

The West 5.00 feet of the East 38.00 feet of the South 48.20 feet of the North 548.20 feet;
and

the West 25.00 feet of the East 83.00 feet of the South 30.00 feet of the North 578.20 feet; and

the West 5.00 feet of the East 38.00 feet lying southerly of the North 578.20 feet; and

the West 25.00 feet of the East 63.00 feet of the South 140.00 feet of the North 870.00 feet.

Commented [MH1]: Snyder Comment: Fails to specify an expiration date.

EXHIBIT B-
STIPULATION AND ORDER TO RELEASE ESCROW FUNDS

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF ANOKA

TENTH JUDICIAL DISTRICT

City of Blaine,

Petitioner,

Case Type: Condemnation

Court File No: 02-CV-22-930

Judge Dyanna L. Street

**STIPULATION TO DISMISS AND TO
RELEASE ESCROW FUNDS**

v.

Irene A. Tamblyn,

Respondent.

This stipulation is made and entered into between the above-named parties by and through the undersigned representatives:

1. Pursuant to the Court's Order filed on August 25, 2022, a Commissioner's Hearing was held on February 1, 2024. (ato 713)
2. On March 7, 2024, the Commissioners Awarded Respondent the total of \$91,888.57. (ATO 1197)
3. Pursuant to the Court's Order filed on December 5, 2023, Petitioner submitted a check for deposit and escrow to the Anoka County Court Administrator for \$52,353.97. (ato 926)
4. Pursuant to the Court's Order filed on April 26, 2024, Petitioner submitted a check for deposit and escrow to the Anoka County Court Administrator for \$39,534.60. (ato 1310)
5. That Petitioner has deposited for escrow to the Anoka County Court Administrator the total of \$91,888.57, that represents payment in full of the Commissioners Award dated March 7, 2024.
6. The undersigned stipulate, agree, and consent to a settlement of the temporary and permanent easement interests in the amount of \$160,000.00 as being an appropriate and full payment of just compensation due and owing per Minn. Stat. § 117.155 et seq. and waive any further right to contest or appeal the amount of damages.
7. The undersigned stipulate and agree that Respondent is entitled to the escrowed funds and consent to the Court's release and delivery of the escrowed condemnation proceeds in the amount of \$91,888.57 be made payable directly to Irene Tamblyn and counsel, Johnson/Turner.
8. The undersigned stipulate and agree that Petitioners will pay directly to Irene Tamblyn and counsel, Johnson/Turner, the additional \$68,111.43.
9. The claims of the Petitioner against Respondent with regard to the property described on Exhibit "A" attached hereto, may be and hereby are dismissed, with prejudice, and without costs to either party.

The parties to this Stipulation consent to and request the Court's entry of the attached Order consistent with the foregoing, and upon release of the escrowed funds to Buyers, do hereby state and agree that this matter is finalized and request that the Court's file in this matter be closed.

ECKBERG LAMMERS, P.C.

Dated: _____

By: _____
Kevin S. Sandstrom (348958)
Attorney for Plaintiff
1809 Northwestern Avenue
Stillwater, MN 55082
(651) 439-2878
ksandstrom@eckberglammers.com

JOHNSON/TURNER

Dated: _____

By: _____
David K. Snyder (251392)
Attorney for Respondent Irene A. Tamblyn
56 E. Broadway Avenue, Suite 102
Forest Lake, MN 55025
(651) 464-7292
david@johnsonturner.com

STIPULATION - EXHIBIT A

Property Description:

Portion of property legally described below at 12730 Lever Street NE
PID 01-31-23-31-0003

Legal Description:

A permanent easement for the public street, sidewalk, utility, and drainage purposes over, under and across the East 33.00 feet of the Northeast Quarter of the Southwest Quarter of Section 1, Township 31, Range 23, Anoka County, Minnesota lying southerly of the North 500.0 feet;

And

A permanent easement for utility purposes over, under and across the West 25.00 feet of the East 58.00 feet of the South 30.00 feet of the North 578.20 feet of said Northeast Quarter of the Southwest Quarter of Section 1, Township 31, Range 23, Anoka County, Minnesota

Temporary Construction Easement

A temporary construction easement over, under and across said Northeast Quarter of the Southwest Quarter described as follows:

The West 5.00 feet of the East 38.00 feet of the South 48.20 feet of the North 548.20 feet; and

the West 25.00 feet of the East 83.00 feet of the South 30.00 feet of the North 578.20 feet; and

the West 5.00 feet of the East 38.00 feet lying southerly of the North 578.20 feet; and

the West 25.00 feet of the East 63.00 feet of the South 140.00 feet of the North 870.00 feet.

Commented [MH2]: Snyder Comment: Fails to specify an expiration date.

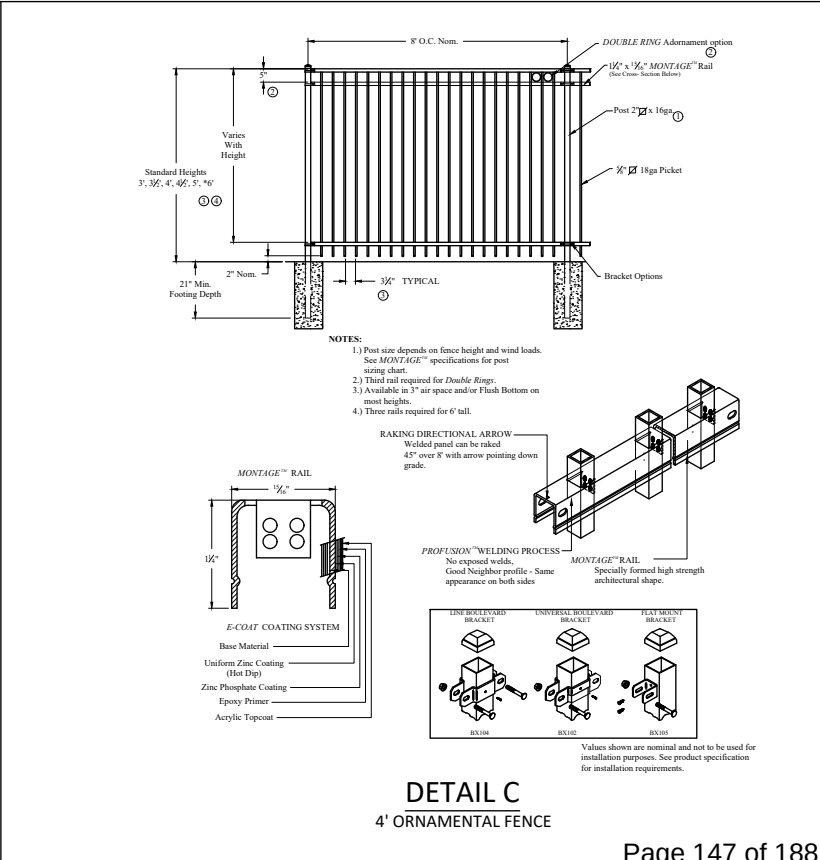
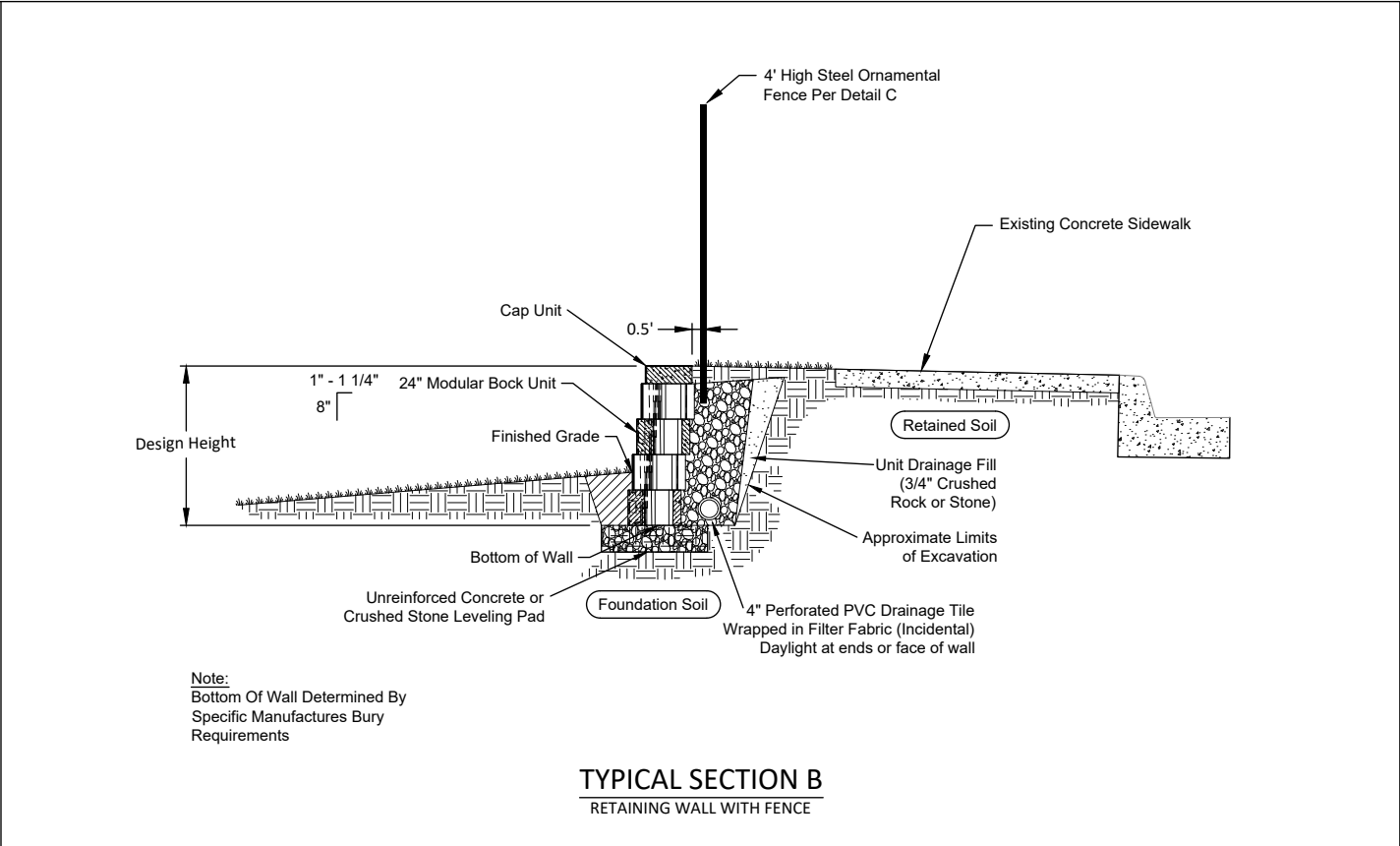
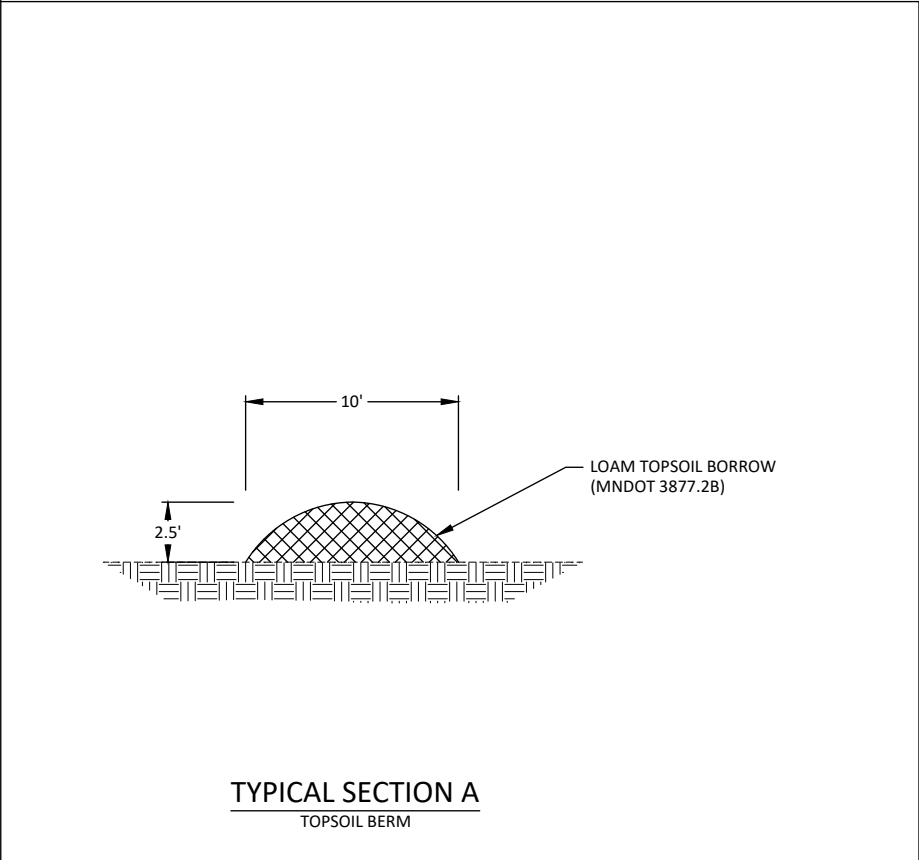
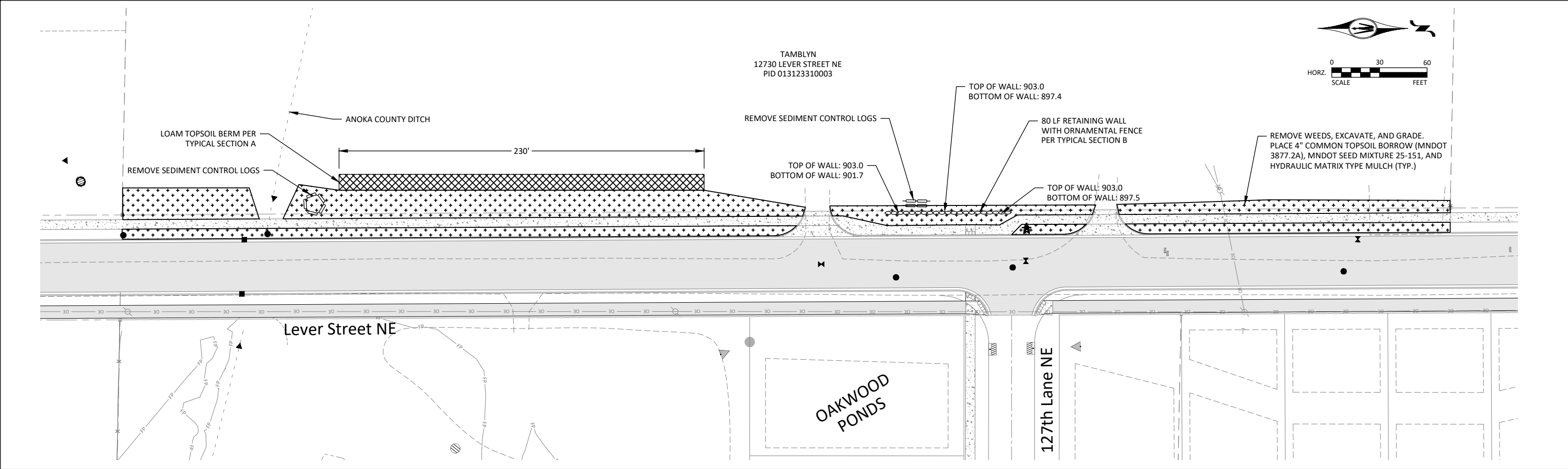
**EXHIBIT C—
RIGHT OF WAY RESTORATION, RETAINING WALL, AND BERM
PLANS AND SPECIFICATIONS**

12730 Lever Street Improvements

City of Blaine, MN

Site Plan

September 2024



STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF ANOKA

TENTH JUDICIAL DISTRICT

City of Blaine,

Case Type: Condemnation

Court File No: 02-CV-22-930

Petitioner,

Judge Dyanna L. Street

STIPULATION TO DISMISS AND RELEASE

v.

ESCROW FUNDS

Irene A. Tamblyn,

Respondent.

This stipulation is made and entered into between the above-named parties by and through the undersigned representatives:

1. Pursuant to the Court's Order filed on December 5, 2023, Petitioner submitted a check for the initial deposit and escrow to the Anoka County Court Administrator for \$52,353.97.
2. Pursuant to the Court's Order filed on August 25, 2022, a Commissioner's Hearing was held on February 1, 2024.
3. On March 7, 2024, the Commissioners Awarded Respondent the total of \$91,888.57.
4. Pursuant to the Court's Order filed on April 26, 2024, Petitioner submitted a check for additional deposit and escrow to the Anoka County Court Administrator for \$39,534.60 in order to conform to the amount of the commissioners' award.
5. That Petitioner has deposited for escrow to the Anoka County Court Administrator the total of \$91,888.57, that represents payment in full of the Commissioners Award dated March 7, 2024.
6. The undersigned stipulate, agree, and consent to a settlement of the temporary and permanent easement interests, condemnation damages, attorneys' fees and costs in the amount of \$160,000.00 as being an appropriate and full payment of just compensation due and owing per Minn. Stat. § 117.155 et seq. and waive any further right to contest or appeal the amount of damages.
7. The undersigned stipulate and agree that Respondent is entitled to the escrowed funds and consent to the Court's release and delivery of the escrowed condemnation proceeds in the amount of \$91,888.57 be made payable directly to Irene Tamblyn.
8. The undersigned stipulate and agree that Petitioners will pay directly to Irene Tamblyn the additional \$68,111.43.
9. The claims of the Petitioner against Respondent with regard to the property described on Exhibit "A" attached hereto, may be and hereby are dismissed, with prejudice, and without costs to either party.

The parties to this Stipulation consent to and request the Court's entry of the attached Order consistent with the foregoing, and upon release of the escrowed funds to Buyers, do hereby state

and agree that this matter is finalized and request that the Court's file in this matter be closed.

ECKBERG LAMMERS, P.C.

Dated: _____

By: _____

Kevin S. Sandstrom (348958)
Attorney for Plaintiff
1809 Northwestern Avenue
Stillwater, MN 55082
(651) 439-2878
ksandstrom@eckberglammers.com

JOHNSON / TURNER LEGAL

Dated: _____

By: _____
David K. Snyder (251392)
56 East Broadway Avenue, #206
Forest Lake, MN 55025
(651) 464-7292
david@johnsonandturner.com

EXHIBIT A

Property Description:

Portion of property legally described below at 12730 Lever Street NE
PID 01-31-23-31-0003

Legal Description:

A permanent easement for the public street, sidewalk, utility, and drainage purposes over, under and across the East 33.00 feet of the Northeast Quarter of the Southwest Quarter of Section 1, Township 31, Range 23, Anoka County, Minnesota lying southerly of the North 500.0 feet;

And

A permanent easement for utility purposes over, under and across the West 25.00 feet of the East 58.00 feet of the South 30.00 feet of the North 578.20 feet of said Northeast Quarter of the Southwest Quarter of Section 1, Township 31, Range 23, Anoka County, Minnesota

Temporary Construction Easement

A temporary construction easement over, under and across said Northeast Quarter of the Southwest Quarter described as follows:

The West 5.00 feet of the East 38.00 feet of the South 48.20 feet of the North 548.20 feet; and

the West 25.00 feet of the East 83.00 feet of the South 30.00 feet of the North 578.20 feet; and

the West 5.00 feet of the East 38.00 feet lying southerly of the North 578.20 feet; and

the West 25.00 feet of the East 63.00 feet of the South 140.00 feet of the North 870.00 feet.

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF ANOKA

TENTH JUDICIAL DISTRICT

City of Blaine,

Petitioner,

Case Type: Condemnation

Court File No: 02-CV-22-930

Judge Dyanna L. Street

v.

Irene A. Tamblyn,

Respondent.

**FINAL CERTIFICATE IN
THE MATTER OF THE
CONDEMNATION OF CERTAIN
LANDS IN THE CITY OF BLAINE**

Pursuant to Minn. Stat. § 117.205, and the Stipulation of the parties filed with the Court on _____, I hereby certify that the public right of way easement interests legally described as follows:

See attached Exhibit A

have been taken by the City of Blaine in eminent domain proceedings for public purposes in conformity with the requirements of Minnesota Statutes, Chapter 117 and being taken from the following parcel of property:

PID: 01-31-23-31-0003

Address: 12730 Lever Street NE, Blaine, Minnesota

Legal The Northeast Quarter of the Southwest Quarter of Section 1, Township

Description: 31, Range 23; EXCEPT the north 500 feet thereof; also except road

All damages have been paid by the City of Blaine and said proceedings are now complete. The City of Blaine has acquired easement interests in the lands as more fully described above and attached, and the City now owns and holds the easement interests as set forth herein.

ECKBERG LAMMERS, P.C.

Dated: _____

By: _____

Kevin S. Sandstrom (348958)
Attorney for Plaintiff
1809 Northwestern Avenue
Stillwater, MN 55082
(651) 439-2878
ksandstrom@eckberglammers.com

The above Certificate is hereby approved.

Dated: _____

BY THE COURT:

The Honorable Dyanna L. Street
Judge of District Court

DRAFT

EXHIBIT A

Property Description:

Portion of property legally described below at 12730 Lever Street NE
PID 01-31-23-31-0003

Legal Description:

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And

A permanent easement for utility purposes over, under and across the West 25.00 feet of the East 58.00 feet of the South 30.00 feet of the North 578.20 feet of said Northeast Quarter of the Southwest Quarter of Section 1, Township 31, Range 23, Anoka County, Minnesota

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the West 25.00 feet of the East 83.00 feet of the South 30.00 feet of the North 578.20 feet; and

the West 5.00 feet of the East 38.00 feet lying southerly of the North 578.20 feet; and

the West 25.00 feet of the East 63.00 feet of the South 140.00 feet of the North 870.00 feet.



City of Blaine

Staff Report

File Number: ORD 24-2566

Agenda Date	Status
October 21, 2024	
In Control	File Type
City Council	Ordinance

Development Business - Sheila Sellman, City Planner

Agenda Item # 10.1

Second 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 and 10/21/24
Action Deadline	10/28/24

Staff report prepared by Sheila Sellman, City Planner.

At the October 7, 2024, City Council meeting, Council directed staff to bring back the ordinance amendment with changes. The changes include removing the requirement for a CUP for buildings over 50 feet, and to require a CUP for parking ramps. The resolution represents these changes. The reminder of this report is the original staff report.

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, the resolution is what Planning Commission recommends. The attachment is what the applicant is requesting.

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 to what was presented.

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. The resolution reflects the Planning Commission recommendation.

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. Amendment Per Applicant
2. Unapproved PC Minutes 091024



City of Blaine

Signature Copy

Ordinance: ORD 24-2566

Second 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.

(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 this 21st day of October, 2024.

30.90 105th AVENUE REDEVELOPMENT DISTRICT (RD)

Amendments as proposed by the Applicant

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.

- (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.

- (a) Art galleries and studios.
- (b) Bakery.
- (c) Candy or ice cream shops.
- (d) Coffee shop.
- (e) Delicatessen stores.
- (f) Entertainment - such as live music.
- (g) General retail.
- (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 105th Redevelopment Area.

(o) Structured parking including parking ramps.

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) Farmers market.
- (d) ~~Hotel with or without banquet/convention space.~~
- (e) ~~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) Licensed cocktail room with and on the same site as a licensed distillery/micro distillery or winery.
- (g) More than one principal building on one lot.
- (h) Outdoor seating/dining.
- (i) Rooftop signage.
- (j) Shared or off-site parking. Off-site parking outside of the 105th Redevelopment Area.
- (k) Spa as defined in this ordinance.
- (l) ~~Structured parking including parking ramps.~~
- (m) Taproom. (Ord. No. 22-2514, 12-19-2022)
- (n) Drive-thru located on south of 105th Avenue NE, limit to one per parcel.
- (o) 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.

- (a) *Setbacks.* A consistent street edge must be maintained at the right-of-way line along all street frontages. Street edge elements may consist of the principal building, landscaping, or a combination of these elements. Exceptions may include: property is adjacent to a water feature, surface parking or other instances the city council deems appropriate.
- (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 or commercial 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 and / or commercial 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.

- (a) *Setbacks.* A consistent street edge must be maintained at the right-of-way line along all street frontages. Street edge elements may consist of the principal building, landscaping, outdoor seating, or a combination of these elements. Exceptions may include: property is adjacent to a water feature, surface parking or other instances the city council deems appropriate.
- (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.
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- (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 105th 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 feet, except for the stadium and golf concept shall not exceed 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.*

- (1) Signs that, by reason of position, shape or color, would interfere with the proper function of a traffic sign or signal.
- (2) Signs within a public right-of-way, except for signs installed by governmental subdivisions.
- (3) Signs within an easement, except for signs installed by governmental subdivisions or approved by the holder of the easement.
- (4) Signs that resemble any official marker erected by a governmental agency or that displays such words as "Stop" or "Danger", which are not erected by legal authority.
- (5) Flashing signs, including indoor signs, which are visible from the public streets.
- (6) With the exception of search lights, which may be approved in conjunction with an administrative permit as provided in Section 34.13 of this ordinance, no rotating beam, beacon of flashing illumination shall be used in conjunction with any display.
- (7) Sign or sign structures that obstruct any window, door, fire escape, stairway or opening intended to provide ingress or egress for any building structure.
- (8) Banners, balloons, and stringers, unless approved in conjunction with an administrative permit, as provided in Section 34.13 of city code.
- (9) Sign posters, that are tacked or posted on trees, fences, utility posts, or other such supports.
- (10) Portable signs with the exception of sandwich boards.
- (11) Billboards.
- (12) All other signs not expressly permitted by this section or approved through site plan review.
- (13) Signs placed on or affixed to vehicles and/or trailers which are parked on a public right-of-way, public property, or private property so as to be visible from a public right-of-way where the apparent purpose is to advertise a product or direct people to a business or activity located on the same or nearby property.
- (14) Signs which have become rotted, unsafe or unsightly.
- (15) Signs for citywide community events, sponsored by government or non-profit organizations unless approved in conjunction with an administrative permit, as provided in Section 34.13 of city code.

- (k) Other signage may be considered if meeting the design guidelines and are approved as part of the site plan.

(Ord. No. 22-2506, 7-18-2022)



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: RES 24-198

Agenda Date	Status
October 21, 2024	
In Control	File Type
City Council	Resolution

Development Business - Sheila Sellman, City Planner

Agenda Item # 10.2

Resolution Granting a Conditional Use Permit for a Multipurpose Stadium, Building Over 50 Feet in Height, and Lighting Over 50 Feet in Height, in the 105th Redevelopment District (RD) at 1985 105th Avenue NE. EB Blaine Development LLC (Blaine Town Center Stadium) (Case File No. 24-0050/SAS)

Executive Summary

The applicant is requesting a conditional use permit for a multipurpose event stadium with a height exceeding 50 feet, and in addition, lights over 50 feet. The stadium is a 5,000 person capacity stadium that is roughly 56 feet tall, with light poles that are about 76 feet tall.

Background

Planning Commission Public Hearing	10/08/24
City Council (Conditional Use Permit)	10/21/24
Action Deadline (60 Days)	09/21/24
Action Deadline (City Extended - 60 Days)	11/20/24

Staff report prepared by Sheila Sellman, City Planner, and Teresa Barnes, Project Engineer

Evaluation of Request

The applicant is requesting a conditional use permit for a multipurpose event stadium with a height exceeding 50 feet, and in addition, lights over 50 feet. The stadium is a 5,000 person capacity stadium that is roughly 56 feet tall, with light poles that are about 76 feet tall. As proposed, the stadium has 3,034 fixed seats. The stadium will include a food hall that will be open during events and on non-event days. The developer plans to commence construction in spring 2025 with completion in fall 2026.

Recently, the City Council considered an ordinance amendment to the 105th Redevelopment District to remove the CUP requirement for buildings and lighting over 50 feet in height. That ordinance will have its second reading on October 17, 2024, and will go into effect 30 days after approval. At the time this

application was made, the 105th District ordinance required a CUP for building and lighting over 100 feet, and such, is still required.

Planning Analysis

Zoning

The subject site is zoned 105th Avenue Redevelopment District (RD).

Surrounding Zoning and Uses

The surrounding zoning is RD or Regional Recreation (RR). To the west of the subject site is the National Sports Center soccer fields, to the east is Invictus and land the EDA owns, to the north is open space, and to the south is 105th Avenue.

Existing Conditions

The site is currently vacant, and soil mining is taking place.

History

An Interim Use Permit (IUP) has been issued for the site for soil removal. A master site plan was approved in July 2024 and amended in September 2024. The proposed stadium is consistent with the approved site plan. A final plat was approved in August 2024.

Site Plan

The master site plan was approved in July 2024 and amended in September 2024. The proposed stadium is consistent with the approved plan. Section 30.910 outlines commercial standards for the 105th Redevelopment District.

Setbacks. A consistent street edge must be maintained at the right-of-way line along all street frontages. Street edge elements may consist of the principal building, landscaping, outdoor seating, or a combination of these elements. Exceptions may include: property is adjacent to a water feature, surface parking or other instances the city council deems appropriate.

- The stadium lot will need to be platted into a lot and block prior to any building permits being issued. It is intended that the stadium will maintain the consistent street edge.

Building height. All buildings shall be in compliance with Federal Aviation Administration regulations. Any building over 50 feet, with a maximum height of 150 feet, requires a conditional use permit.

- The proposed stadium will be roughly 56 feet tall, and a conditional use permit is being considered with this proposal.

Sidewalks are required along all public and private streets. The location and alignment of new sidewalks shall connect directly to existing sidewalk network.

- The developer continues to work with city staff on the placement of sidewalks and walking paths. Details will be formalized with the building permit for each development/building.

Mechanical equipment. All mechanical equipment shall be screened and properly maintained with material similar to the material used on the main structure. Screened mechanical equipment shall not be located in the front or street side yards.

- Mechanical screening will be reviewed with the building permit.

Trash enclosure. Refuse facilities shall be located only in the side yards or rear yards when feasible. Refuse facilities may be located in the front yard subject to approval of the zoning administrator. Such facilities shall be constructed of masonry materials such as brick or textured block in colors compatible with the principal structure. Such facilities shall have solid gates.

- Staff and the developer will continue to work on these details. At this time, it is not clear how this will work for the district, but any enclosures will meet this requirement.

Architecture

(1) [Exterior wall finishes.] At least seventy-five percent (75%) of all exterior wall finishes on any building shall be comprised of a combination of at least three of the following materials with all materials present on each elevation. All buildings must meet and be consistent with design guidelines.

(a) Brick.

(b) Natural or cultured stone.

(c) Glass.

(d) Stucco.

(e) Cementous siding.

(f) Architectural metal.

(g) Integrally colored rock-faced block.

(h) The remaining portion of all exterior wall finishes shall be comprised of any combination of decorative, rock faced concrete block and other comparable or superior materials as approved by the zoning administrator. All materials subject to zoning administrator approval.

(i) All buildings to incorporate four-sided design.

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

(l) Façade articulation shall be provided through any of the following elements:

(1) A projecting bay, entry vestibule, or recess extending from the ground level through the second floor.

(2) A ground-level recess.

(3) A change in the rhythm of windows at the ground level and second floor, combined with a change of parapet height or material.

(m) All buildings shall have at least one customer entrance facing an abutting public or private street, rather than just the parking area. A building may have more than one entrance. Customer entrances shall be open to the public during business hours.

(n) Main building entrances shall be architecturally emphasized and visible from the street by utilizing design features such as awnings, pillars, special building materials or architectural details.

(o) All buildings shall provide ground floor windows along facades, parks, plazas or other public outdoor spaces. Darkly tinted windows or windows that block two-way visibility are prohibited.

- The proposed stadium meets architectural requirements.

Landscaping

An overall landscape plan will be approved for the 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 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.

There are no residentially zoned properties adjacent to the subject site. The applicant has applied for a conditional use permit for the lighting to exceed 50 feet in height. As proposed the stadium lighting will be approximately 76 feet in height. An overall development lighting plan will be approved for the district.

Section 30.911 regulates commercial parking.

Parking areas shall have access to a public alley or street. Driveways shall be located to minimize interference with traffic movement. Parking will be reviewed as part of the site plan. A parking analysis is required as part of the review. On street parking, parking structure, and shared parking are encouraged.

A parking analysis is required and has been submitted. According to the analysis, the stadium requires 1,667 stalls and the food hall requires 76 for a total of 1,743 stalls. The 105th Redevelopment District encourages shared parking and it is expected that the district as a whole will have shared parking for the majority of the uses. The developer is proposing a temporary parking plan for the stadium as the parking and district details are worked out. It is anticipated that each building/development will have parking and will share this with the rest of the district. As things develop, the temporary lots will shift. The developer has provided two temporary parking plans that are attached, and staff anticipates that the temporary parking will be some combination of the plans. One of the plans shows shared parking with the existing parking lot at NSC and the other plan shows the parking without that lot. Both scenarios meet the parking demands shown in the analysis. The parking will need to be a hard surface and meet all code requirements.

Signage

Section 30.916 regulates signage for the district. A sign plan will be reviewed by council at a later date. Any signage requires a sign permit.

Engineering Analysis

Grading/Storm Drainage

The developer is proposing to grade the entire site as shown on the Coon Creek Watershed District (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, 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 be constructing the associated master development roadway system, associated utility main lines and regional storm water systems as per construction drawings to be approved by the City and CCWD. The roadways and utility systems as identified in the master development plan are required to be completed prior to the opening of the proposed stadium.

The developer will submit construction documents directly pertinent to the construction of the proposed stadium that include grading, erosion and sediment control, and utility laterals. These construction drawings will show how the proposed stadium relates to the regional streets and utility plan sheets.

Utilities

The developer will be responsible to extend the required sanitary sewer, water main, and storm sewer to adequately serve the development. The extension of utilities, sizing, looping, and location will need to follow city standards and specifications.

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

There are no documented wetlands or FEMA flood plain on the property for the proposed stadium.

The developer will continue to follow the CCWD approved plan for the master development. Review, approval and permits are required prior to city plan approval and start of site work.

Access/Street Design/Sidewalks/Trails

All local roads, trails and sidewalks shall be constructed with the master development plan.

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

development association will be required to maintain all other lighting.

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.

Conditional Use Permit

A city exercises “quasi-judicial” authority when considering a CUP application. This means the city’s role is limited to applying the standards in the ordinance to the facts presented by the application. The city acts like a judge in evaluating the facts against the standards

Section 27.04 Criteria for granting conditional use permits:

The Blaine City Council shall consider the advice and recommendations of the Planning Commission and the effect of the proposed use on the comprehensive plan and upon the health, safety, and general welfare of occupants of surrounding lands. Among other things, the Council shall consider the following findings where applicable.

1. The use shall not create an excessive burden on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area.
 - The master plan provided an AUAR and identified mitigation measures for any impacts. The AUAR has indicated that with mitigation measures there is not an excessive burden on existing parks, schools, streets or other public facilities.
2. The use will be located, designed, maintained, and operated to be compatible with adjoining properties and the existing or intended character of the zoning district.
 - The intent of the 105th Redevelopment District is to promote development and redevelopment consistent with the master plan for the 105th Avenue Redevelopment Area by encouraging residential uses in conjunction with commercial and expanded recreational activities to create an entertainment district. The stadium is part of the master plan and expands recreational activities to the area. The use will be located, designed and maintained to be compatible with the adjoining properties.
3. The use shall have an appearance that will not have an adverse effect upon adjacent properties.
 - The use is consistent with the master plan and is designed as a multipurpose stadium with elevated finishes which will not have an adverse effect on adjacent properties.
4. The use, in the opinion of the City Council, shall be reasonably related to the overall needs of the City and to the existing land use.
5. The use shall be consistent with the purposes of the zoning code and purposes of the zoning district in which the applicant intends to locate the proposed use.
 - The intent of the 105th Redevelopment District is to promote development and redevelopment consistent with the master plan for the 105th Avenue Redevelopment Area by encouraging residential uses in conjunction with commercial and expanded recreational activities to create an entertainment district. The stadium is part of the master plan and expands recreational activities to the area. The use is consistent with the purposes of the zoning district and code.
6. The use shall not be in conflict with the comprehensive plan of the City.
 - The land use designation for the subject side is Planned Commercial (PC). The purpose of this land use category is to accommodate commercial, retail, and office uses in a planned, cohesive style of development. Planned Commercial areas are in areas with

good visibility and access from major roadways and are sufficiently sized to accommodate a large-scale planned design and concept. The stadium is consistent with the master plan which is a large scale plan. The 105th area has been identified in the 2040 Comprehensive Land Use Plan as a key redevelopment priority area.

7. The use will not cause traffic hazards or congestion.
 - The proposed use will not generate any additional traffic hazard or congestion. The master development plan provided an AUAR that addressed the additional traffic that would be generated by the development, which included the proposed stadium. The mitigation measures listed in the AUAR will be required to be installed as the development infrastructure is installed.
8. The use shall have adequate utilities, access roads, drainage and necessary facilities.
 - The existing structure will be served with the required utility services, roadway, and storm drainage infrastructure that the master development will be installing.

Attachment List:

Zoning and Location Map

Site Plan

Overall Plan

Exterior Elevations

Parking

Unapproved Planning Commission Minutes 10/8/24

Strategic Plan Relationship

Not applicable.

Board/Commission Review

The Planning Commission voted unanimously to approve the conditional use permit. One person spoke at the public hearing. The meeting minutes are attached for reference to 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.
4. Posted (sign) on the property with contact information for the Planning Department.

Staff Recommendation

By motion, adopt the resolution.

Attachment List

1. Attachments
2. Unapproved PC Minutes 100824



City of Blaine

Signature Copy

Resolution: RES 24-198

Resolution Granting a Conditional Use Permit for a Multipurpose Stadium, Building Over 50 Feet in Height, and Lighting Over 50 Feet in Height, in the 105th Redevelopment District (RD) at 1985 105th Avenue NE. EB Blaine Development LLC (Blaine Town Center Stadium) (Case File No. 24-0050/SAS)

WHEREAS, an application has been filed by EB Blaine Development LLC as Conditional Use Permit Case File No. 24-0050 for Blaine Town Center Stadium; and

WHEREAS, said case involves the property described as follows:

THE SW1/4 OF NW1/4 OF SEC 21 T31 R23; EX W 330 FT THEREOF; ALSO EX RD; SUBJ TO EASE OF REC

WHEREAS, the Blaine Planning Commission held a public hearing on October 8, 2024, and recommended approval regarding said Conditional Use Permit; and

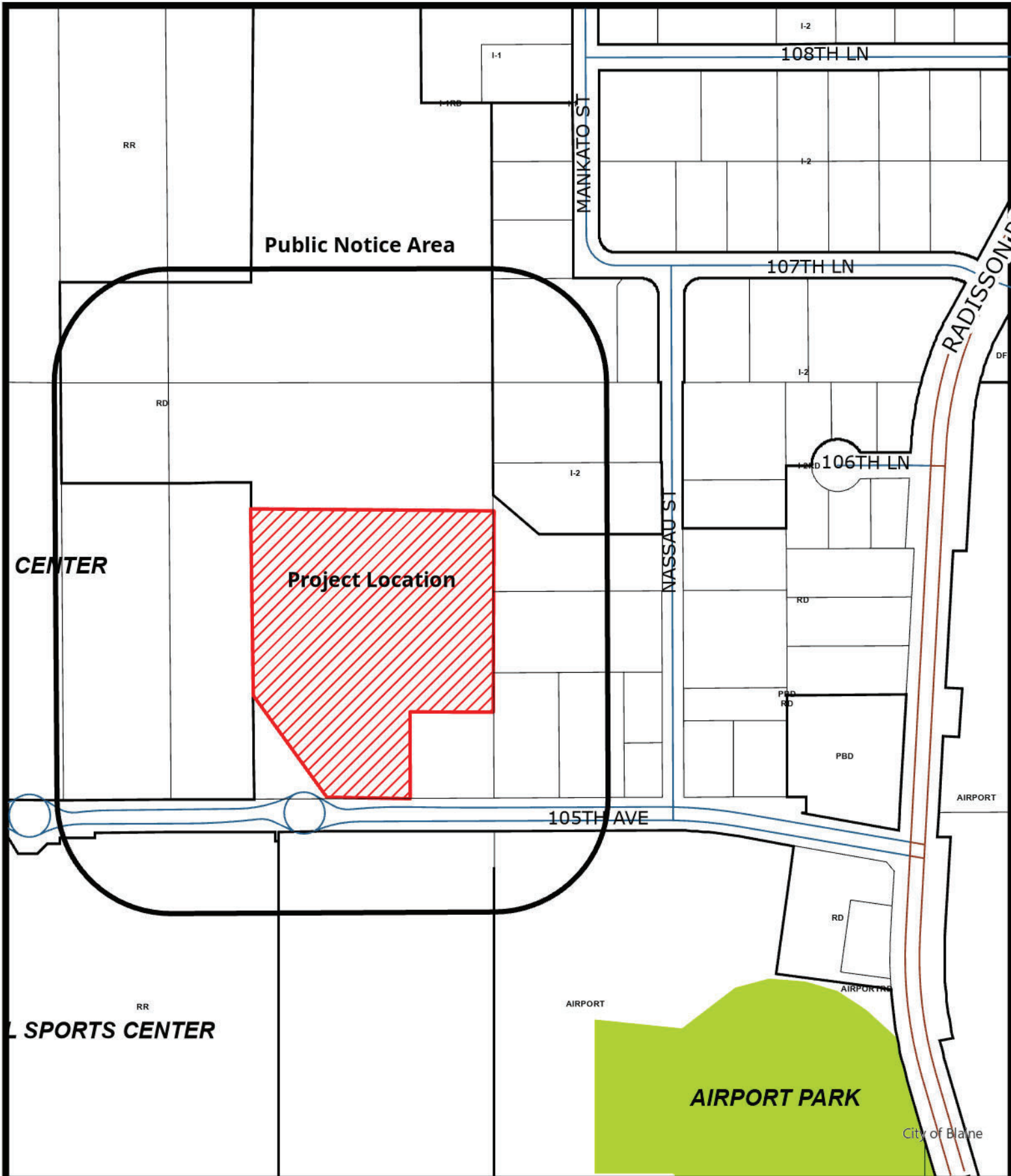
WHEREAS, the Blaine City Council has reviewed said case on November 4, 2024; and

WHEREAS, the criteria identified in Section 27.04 for granting a conditional use permit has been met.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine that a conditional use permit is hereby approved per Sections 27.04, 30.90, 33.02 of the Zoning Ordinance for a multipurpose stadium, building over 50 feet in height, and lighting over 50 feet in height in the 105th Redevelopment District (RD) with the following conditions:

1. Lighting is limited to the locations and heights shown on the attached site plan.
2. Lighting is subject to approval by the Federal Aviation Administration (FAA). Proof of FAA approval shall be submitted to the City prior to approval of building permits for the lighting installation.
3. Post-installation light intensity readings shall be provided along the northern edge of the northern property area (adjacent to the 109th Avenue right-of-way).
4. Installation of cellular equipment is not permitted on the light poles without a separate Conditional Use Permit (CUP).
5. The lot in which the stadium will be built on must be platted into a lot and block before any building permits will be issued.
6. Temporary parking must be a hard surface and meet all applicable code requirements.

PASSED by the City Council of the City of Blaine this 21st day of October, 2024.



BlaineMN.gov

Case File No. 24-0050 Town Center Stadium

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



Per the 105th Avenue Redevelopment District code we are submitting a Conditional Use Permit request for the proposed multi-purpose stadium. The code was written to provide flexibility in uses, design, and height for this district – we are requesting approval to construct a 5,000 person capacity multi-purpose stadium that will be roughly 56’ tall with light poles at 76’.

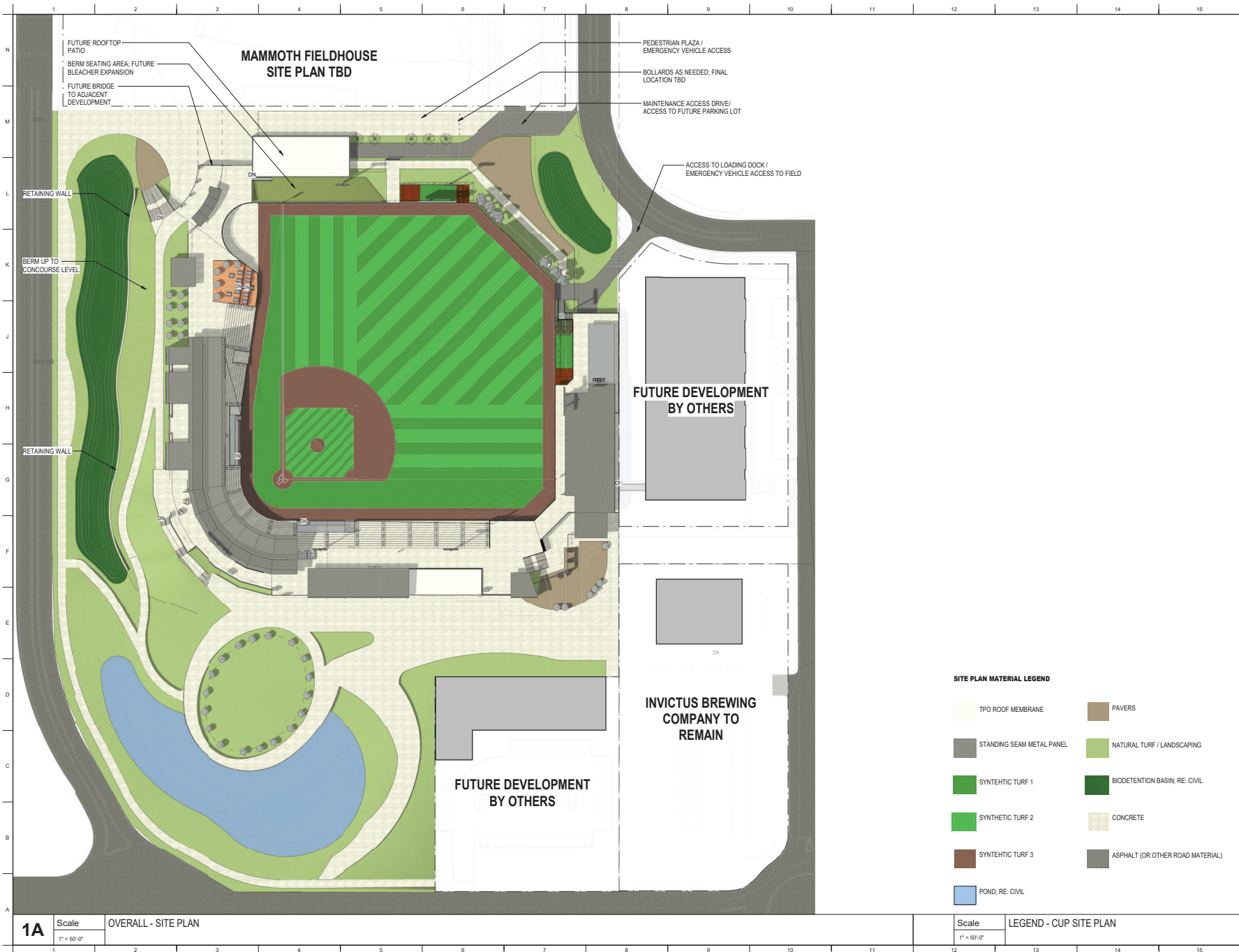
The stadium's design includes elements that exceed the standard height limit of 50 feet, specifically the height of the structure itself and the light poles. This variance is necessary to accommodate the design and functionality of the stadium, which is intended to serve multiple purposes and host a variety of events.

We are committed to creating a state-of-the-art facility that not only meets the needs of our anticipated events but also enhances the experience for all attendees. The height of the structure and light poles is essential for providing optimal visibility and lighting conditions, which are crucial for both daytime and nighttime events.

Our plan is to commence construction in Spring 2025 with completion of fall 2026.

We intend to provide a more detailed lighting, signage and parking plan as we move forward.

Our request for the CUP is driven by our vision to deliver a premier venue that will be a valuable addition to the community, offering a versatile space for sports, entertainment, and cultural events. We believe that this stadium is an integral part of the City’s vision for the 105th Avenue Redevelopment District and look forward to beginning this work.



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Mammoth Sports Construction

Project Status

Blaine Multi-use Stadium

Schematic Design

NOT FOR CONSTRUCTION

Revision Key

No.	Date	Description

Project Manager: _____

Project Architect: _____

Checked By: _____

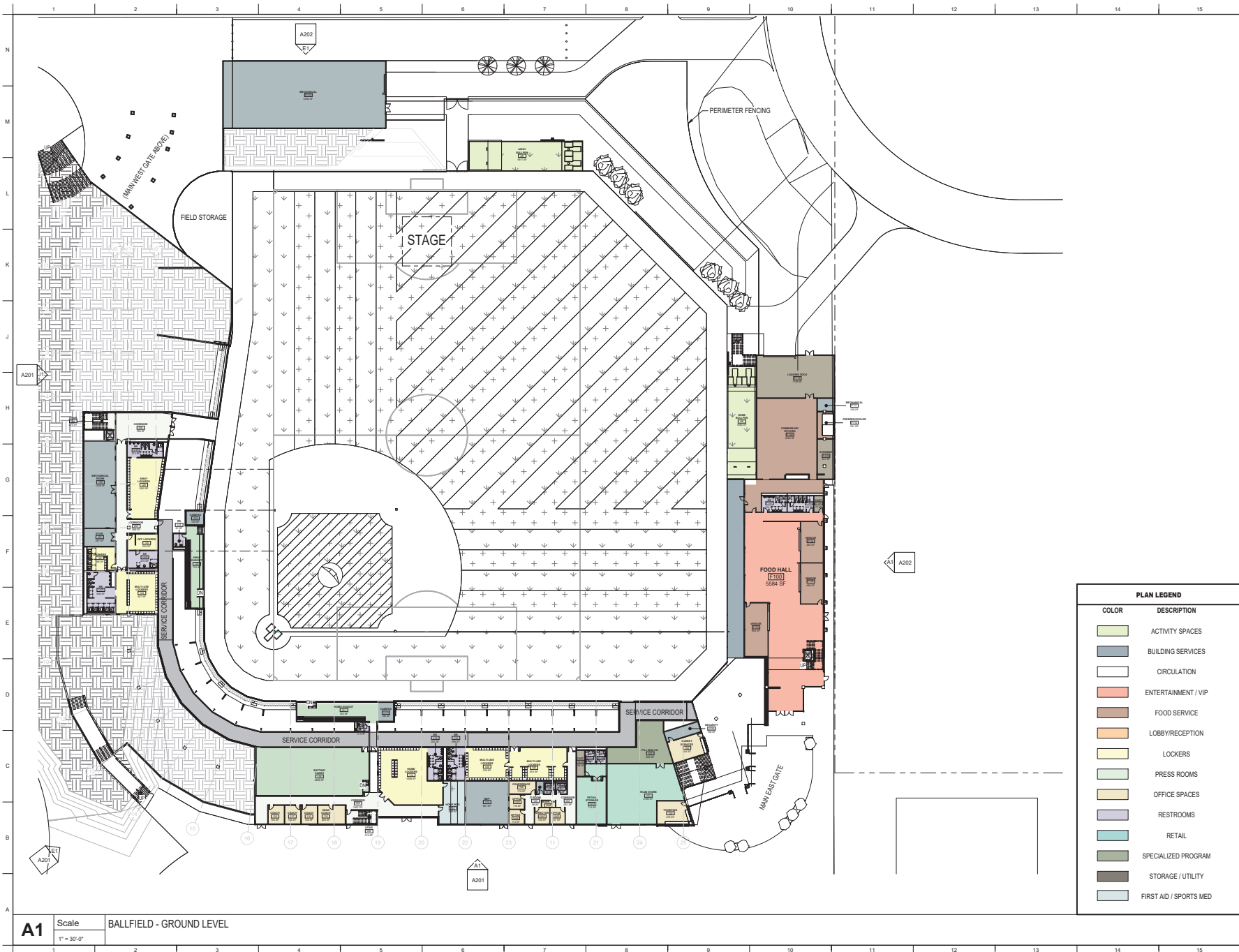
Project Number: _____

Date of Issue: _____

Sheet Number: _____

AS101

SITE PLAN - OVERALL



A1 Scale BALLFIELD - GROUND LEVEL
1" = 30'-0"

PLAN LEGEND	
COLOR	DESCRIPTION
	ACTIVITY SPACES
	BUILDING SERVICES
	CIRCULATION
	ENTERTAINMENT / VIP
	FOOD SERVICE
	LOBBY/RECEPTION
	LOCKERS
	PRESS ROOMS
	OFFICE SPACES
	RESTROOMS
	RETAIL
	SPECIALIZED PROGRAM
	STORAGE / UTILITY
	FIRST AID / SPORTS MED

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Marmoth Sports Construction

Project Status

Blaine Multi-use Stadium
Schematic Design

NOT FOR CONSTRUCTION

Revision Key

No.	Date	Description
-----	------	-------------

Project Manager: _____ Project Manager

Project Architect: _____ Project Engineer

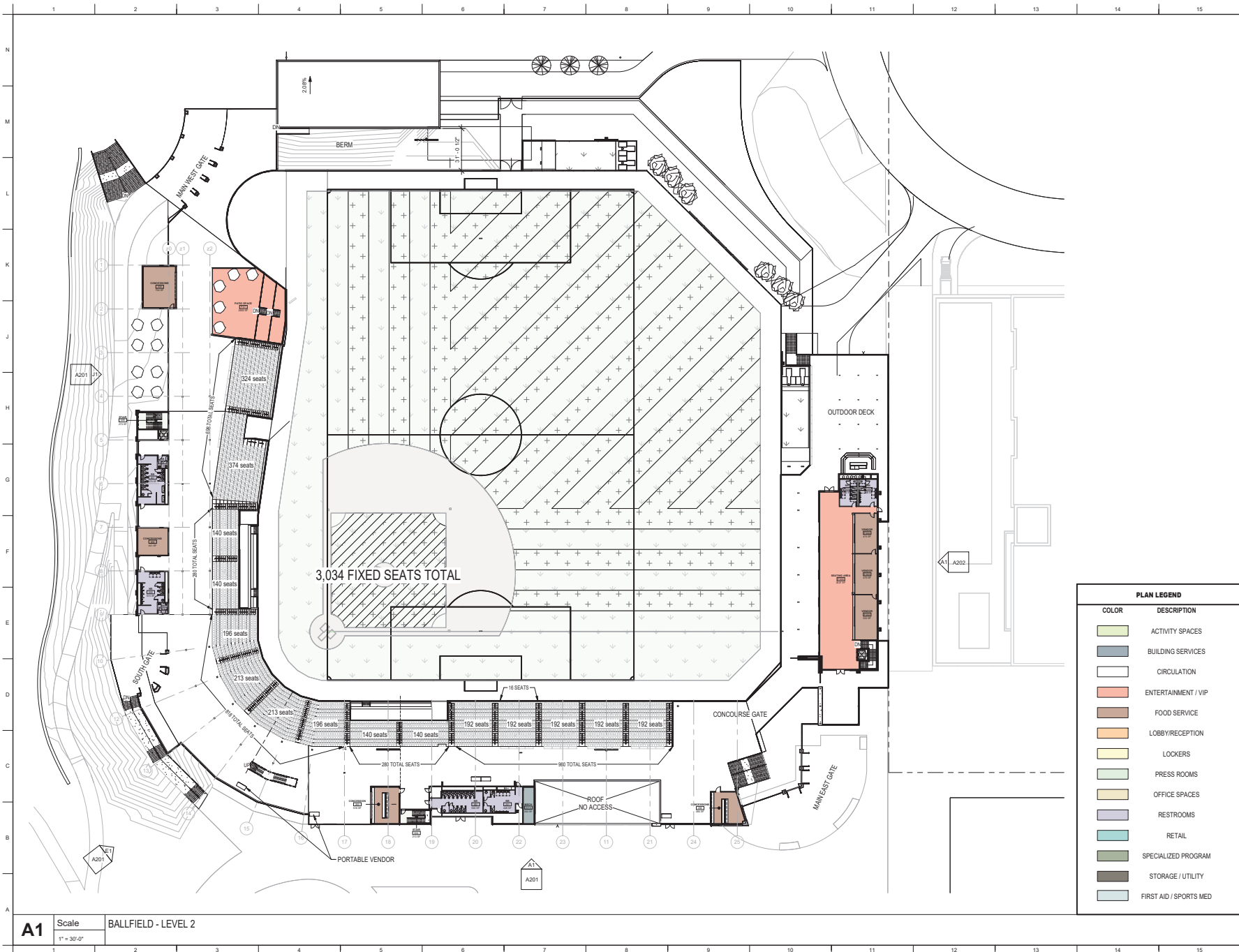
Checked By: _____ Checker

Project Number: _____ Project Number

Date of Issue: _____ 05-17-2024

Sheet Number: _____

A101
OVERALL PLAN- LEVEL
1



A1 Scale BALLFIELD - LEVEL 2
1" = 30'-0"

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Marmoth Sports Construction

Project Status

Blaine Multi-use Stadium
Schematic Design

NOT FOR CONSTRUCTION

Revision Key

No.	Date	Description

Project Manager: _____ Project Manager

Project Architect: _____ Project Engineer

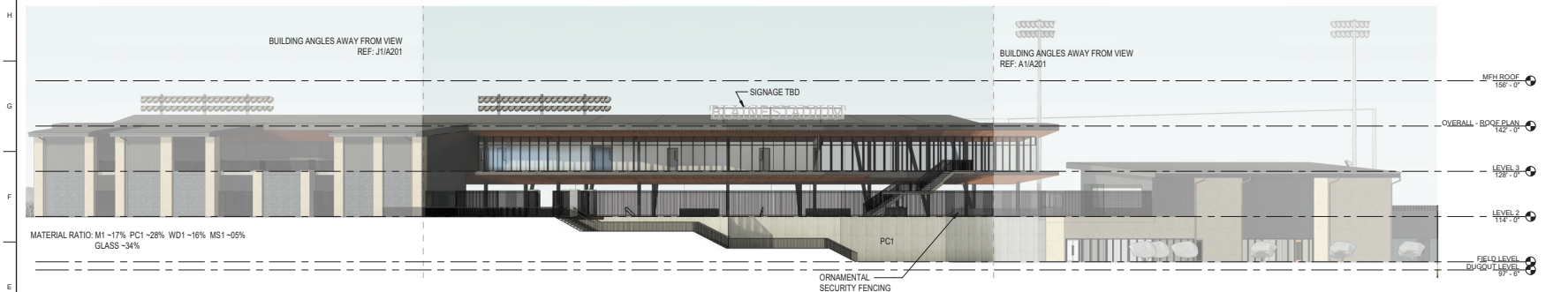
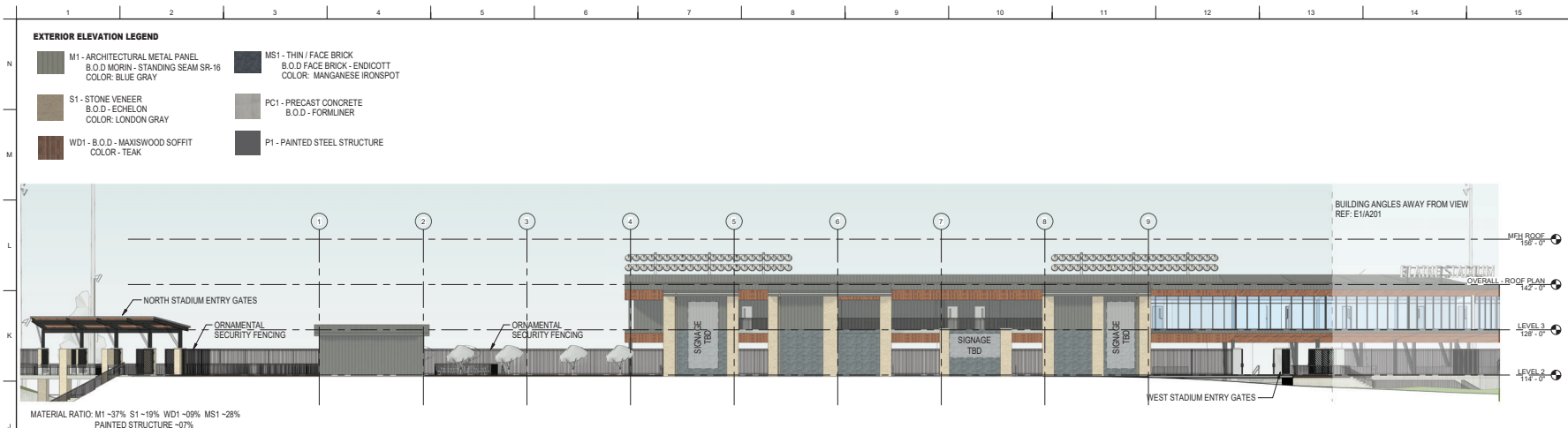
Checked By: _____ Checker

Project Number: _____ Project Number

Date of Issue: _____ 05-17-2024

Sheet Number: _____

A102
OVERALL PLAN - LEVEL 2



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Mannhoff Sports Construction



Project Status

Blaine Multi-use Stadium
Schematic Design

NOT FOR CONSTRUCTION

Revision Key

No.	Date	Description

Project Manager: Project Manager

Project Architect: Project Engineer

Checked By: Checker

Project Number: Project Number

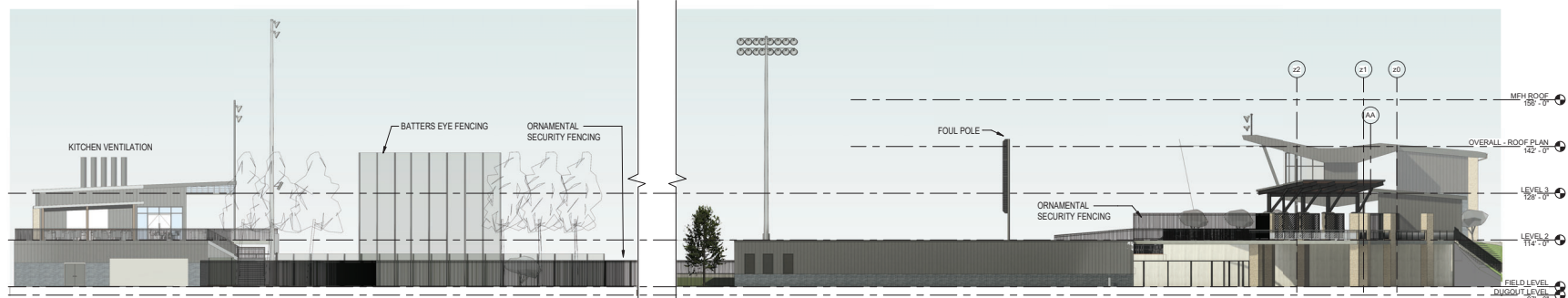
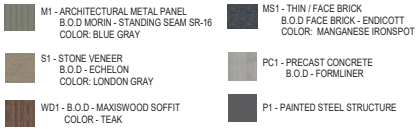
Date of Issue: 05-17-2024

Sheet Number:

A201
EXTERIOR ELEVATIONS

Project Manager:	Project Manager
Project Architect:	Project Engineer
Checked By:	Checker
Project Number:	Project Number
Date of Issue:	05-17-2024
Sheet Number:	

A202



E1	Scale	Overall Elevation - Exterior North
	1/16" = 1'-0"	



A1	Scale	Overall Elevation - Exterior East
	1/16" = 1'-0"	

TEMPORARY PARKING COUNTS		TOTAL STALLS
	LOT NAME	
OUTLOT B		42
OUTLOT B		111
OUTLOT B		157
OUTLOT A		293
OUTLOT A		182
HOTEL ANNEX		188
CENTRAL PARK LOT 1		28
CENTRAL PARK LOT 2		36
EXISTING WEST LOT		730
	TOTAL =	1767

CADD QUALIFICATION

GAED files prepared by the Consultant for this project are instruments of the Consultant professional services for use solely with respect to this project. These GAED files shall not be used on other projects, for additions to this project, or for completion of this project by others without written approval by the Consultant. Upon the Consultant's approval, others may be permitted to obtain copies of GAED files for their own information and reference only. All intentional or unintentional revisions, additions, or deletions to these GAED files shall be made at the full risk of that party making such revisions, additions or deletions and that party shall hold harmless and indemnify the Consultant from any all responsibilities, claims, and liabilities.

SUBMITTAL/REVISIONS

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05-10-24 PRELIMINARY CITY
*****
06-21-24 WATERFORD CITY
*****
06-19-24 PHASE WATERFORD
*****
07-08-24 PHASE WATERFORD
*****
07-03-24 PHASE WATERFORD
*****

```

PROFESSIONAL SIGNATURE

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota.

User: *****
Date: ***** 49933

QUALITY CONTROL

Lowdys Project No.	23026C
Project Lead	PJD
Drawn By	TRG
Checked By	PJD
Review Date	05-21-24

SHEET INDEX

C2-1 OVERALL SITE PLAN
C2-2 thru 4 OVERALL SITE PLANS
C2-5 OVERALL GRADE
C2-6 OVERALL SANITARY AND WATERMAIN
C2-7 OVERALL STORM SEWER
C2-8 OVERALL STORM SEWER



CALL BEFORE YOU DIG

Gopher State One Call

IRVING CITY AREA: 631-45-4400
TOLL FREE: 1-800-253-1166

WARNING

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND / OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOMPER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRING, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE ANY CONSTRUCTION OR RECONSTRUCTION OF THE ABOVE VEHICULAR DAMAGE DURING CONSTRUCTION AT NO COST TO THE OWNER.

THE CONTRACTOR SHALL CONTACT GOMPER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRE CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.



Age Group	Percentage of Respondents
18-24	~180
25-34	~120
35-44	~100
45-54	~100
55-64	~100
65+	~100

TEMPORARY
PARKING
(WITH WEST
LOT)

EXHIBIT

CADD QUALIFICATION

Having reviewed the CADD, the undersigned hereby certifies that the CADD was prepared by a duly licensed professional engineer or architect, and that the CADD was prepared in accordance with the requirements of the Minnesota Statutes, Chapter 326, and the Minnesota Rules, Chapter 8530, and that the CADD was prepared in accordance with the requirements of the Minnesota Statutes, Chapter 326, and the Minnesota Rules, Chapter 8530, and that the CADD was prepared in accordance with the requirements of the Minnesota Statutes, Chapter 326, and the Minnesota Rules, Chapter 8530.

SUBMITTAL REVISIONS

NO.	DATE	REVISION
1	02/21/24	PRELIMINARY CITY
2	02/21/24	PROJECT LEAD
3	02/21/24	DESIGNER
4	02/21/24	CHECKED BY
5	02/21/24	REVIEW DATE

PROFESSIONAL SIGNATURE

Having reviewed and approved the CADD, the undersigned hereby certifies that the CADD was prepared by a duly licensed professional engineer or architect, and that the CADD was prepared in accordance with the requirements of the Minnesota Statutes, Chapter 326, and the Minnesota Rules, Chapter 8530, and that the CADD was prepared in accordance with the requirements of the Minnesota Statutes, Chapter 326, and the Minnesota Rules, Chapter 8530.

QUALITY CONTROL

NO.	DATE	REVISION
1	02/21/24	PROJECT LEAD
2	02/21/24	DESIGNER
3	02/21/24	CHECKED BY
4	02/21/24	REVIEW DATE

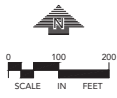
SHEET INDEX

NO.	DATE	REVISION
1	02/21/24	OVERALL SITE PLAN
2	02/21/24	TEMPORARY PARKING (NO WEST LOT)
3	02/21/24	EXISTING UTILITIES
4	02/21/24	PROPOSED UTILITIES
5	02/21/24	PROPOSED BUILDINGS
6	02/21/24	PROPOSED PARKING
7	02/21/24	PROPOSED LANDSCAPE
8	02/21/24	PROPOSED TRAILS
9	02/21/24	PROPOSED FLOODING
10	02/21/24	PROPOSED EROSION CONTROL
11	02/21/24	PROPOSED SOILS
12	02/21/24	PROPOSED GEOTECHNICAL
13	02/21/24	PROPOSED STRUCTURAL
14	02/21/24	PROPOSED MECHANICAL
15	02/21/24	PROPOSED ELECTRICAL
16	02/21/24	PROPOSED PLUMBING
17	02/21/24	PROPOSED HVAC
18	02/21/24	PROPOSED INTERIORS
19	02/21/24	PROPOSED EXTERIORS
20	02/21/24	PROPOSED FURNITURE
21	02/21/24	PROPOSED LIGHTING
22	02/21/24	PROPOSED SOUND
23	02/21/24	PROPOSED VIBRATION
24	02/21/24	PROPOSED AIR QUALITY
25	02/21/24	PROPOSED CLIMATE
26	02/21/24	PROPOSED ENERGY
27	02/21/24	PROPOSED WATER
28	02/21/24	PROPOSED WASTE
29	02/21/24	PROPOSED TRANSPORTATION
30	02/21/24	PROPOSED INFRASTRUCTURE

TEMPORARY PARKING COUNTS	
LOT NAME	TOTAL STALLS
OUTLOT B	42
OUTLOT B	111
OUTLOT A	293
OUTLOT A	180
OUTLOT B	157
HOTEL ANNEX	188
HOUSING 1	313
HOUSING 2	100
CENTRAL PARK LOT 1	28
CENTRAL PARK LOT 2	35
HOUSING 3	161
OFFICE 1	172
TOTAL =	
1783	

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LEAST 48 HOURS IN ADVANCE FOR THE LOCATION OF ALL UNDERGROUND UTILITIES.
IF A UTILITY IS NOT LOCATED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY
DAMAGING THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED
DURING CONSTRUCTION AT NO COST TO THE OWNER.





City of Blaine

Planning Commission

October 8, 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, October 8, 2024. Chair Goracke called the meeting to order at 7:00PM.

2. Roll Call

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

Members Absent: Commission Member Homan.

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

4. Public Hearing

- 4.3.** 2024-316 Case File No. 24-0050 // EB Blaine Development LLC (Blaine Town Center Stadium) // 1985 105th Avenue NE
The applicant is requesting a conditional use permit for a multi-purpose stadium, building over 50 feet in height, and lighting over 50 feet in height, in the 105th Redevelopment District (RD).
Sponsors: Sheila Sellman, City Planner

The report to the planning commission was presented by Sheila Sellman, City Planner.

Will O'Keefe, EB Blaine Development, explained he was looking to move the design plans for the stadium portion of the development forward. He thanked the commission for considering his request and noted he was available for questions or comments.

The public hearing for Case File 24-0050 was opened at 8:49PM.

Matthew Kleiner, 10560 Sanctuary Drive NE, explained he loved baseball and he has been waiting for some type of sporting event center to come into Blaine besides soccer and hockey. He indicated his only concern with this project was how the stadium noise and lights would impact his neighborhood.

The public hearing was closed at 8:51 PM.

Chair Goracke questioned what time of night sporting events would end at the stadium.

Mr. O'Keefe stated he was uncertain, noting a project of this nature required an AUAR and stated best practices would be followed when it comes to noise.

Chair Goracke requested further information regarding the lighting.

Mr. O'Keefe reported the stadium lighting would be down lit and would meet all city requirements.

Motion by Commissioner Deonauth to recommend approval of Planning Case 24-0050 based on the following conditions:

Case 24-0050:

- 1. Lighting is limited to the locations and heights shown on the attached site plan.**
- 2. Lighting is subject to approval by the Federal Aviation Administration (FAA). Proof of FAA approval shall be submitted to the City prior to approval of building permits for the lighting installation.**
- 3. Post-installation light intensity readings shall be provided along the northern edge of the northern property area (adjacent to the 109th Avenue right-of-way).**
- 4. Installation of cellular equipment is not permitted on the light poles without a separate Conditional Use Permit (CUP).**
- 5. The lot in which the stadium will be built on must be platted into a lot and block before any building permits will be issued.**
- 6. Temporary parking must be a hard surface and meet all applicable code requirements.**

Motion seconded by Commissioner Olson. The motion passed 6-0.

Chair Goracke noted this would be on the agenda of the October 21, 2024 city council meeting.