



City of Blaine

City Council

February 19, 2025 | 7:00 PM
Blaine City Hall
10801 Town Square Drive NE
Blaine, MN 55449

AGENDA

1. Call to Order by the Mayor

2. Pledge of Allegiance

3. Roll Call

4. Awards - Presentations - Organizational Business

- 4.1.** 2025-56 Police Department Citizen Award Recognitions
Sponsors: Brian Podany, Safety Services Manager/Police Chief

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. 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.

- 7.1.** 2025-57 Schedule of Bills Paid
Sponsors: Jason Zimmerman, Finance Director

- 7.2.** 2025-58 Approval of Minutes
Sponsors: Cathy Sorensen, City Clerk

- 7.3.** 2025-59 Approve Annual Payment of JLEC Shared Costs for Public Safety Data System (PSDS)

Sponsors: Brian Podany, Safety Services Manager/Police Chief

- 7.4.** RES 25-39 Resolution to Approve an Amendment to the 2025 Intensive Comprehensive Peace Officer Education and Training Grant

Sponsors: Brian Podany, Safety Services Manager/Police Chief

- 7.5.** 2025-60 Motion to Authorize the Mayor and City Manager to Enter into a Contract with Bolton & Menk for Construction Services for Lift Station 13 Force Main Project - Phase 2, Improvement Project No. 23-30

Sponsors: Daniel Schluender, Director of Engineering

- 7.6.** ORD 25-2574 Second Reading
Ordinance Amending Appendix C - Franchises Article II. - Cable Television Franchise

Sponsors: Ben Hayle, Communications Manager

8. 7:00 PM - Public Hearing and Items Published for a Certain Time

- 8.1.** RES 25-33 Order Improvement and Order Preparation of Plans and Specifications for the 2025 Street Rehabilitation Project, Improvement Project No. 25-05 (T2505)

Sponsors: Daniel Schluender, Director of Engineering

- 8.2.** RES 25-35 Order Improvement and Order Preparation of Plans and Specifications for the Zest Street and Lakes Parkway Construction, Improvement Project No. 25-04 (T2504)

Sponsors: Daniel Schluender, Director of Engineering

9. Development Business

10. Administration

- 10.1.** 2025-61 Motion to Authorize Mayor and City Manager to Enter into a Contract with Short Elliott Henrickson, Inc. (SEH) for Professional Design and Construction Services for the 2025 Street Rehabilitation Project, Improvement Project No. 25-05 (T2505)

Sponsors: Daniel Schluender, Director of Engineering

- 10.2.** 2025-62 Motion to Authorize Mayor and City Manager to Enter into a Contract with WSB for Final Design and Construction Services for the Zest Street Construction Project, Improvement Project No. 25-04 (T2504)

Sponsors: Daniel Schluender, Director of Engineering

- 10.3.** RES 25-40 Adopt Proposed Amendments to the Council Rules of Procedure and Quorum - Order of Business

Sponsors: Cathy Sorensen, City Clerk

- 10.4.** 2025-64 Adopt Proposed Amendments to the Council Code of Conduct
Sponsors: Cathy Sorensen, City Clerk

11. Other Business

12. Adjournment



City of Blaine Staff Report

File Number: 2025-56

Agenda Date	Status
February 19, 2025	
In Control	File Type
City Council	Guest Speaker

Awards - Presentations - Organizational Business - Brian Podany, Safety Services Manager/Police Chief

Agenda Item # 4.1

Police Department Citizen Award Recognitions

Executive Summary

Several individuals from the community will be present to receive recognition from the Blaine Police Department for their actions in 2024, that directly benefited a fellow citizen and our law enforcement agency. The following citizens will be receiving an award from Chief Podany:

Mason Nordman - for rescuing a lost child from entering a pond
Arthur Payne - helped save the life of a man attempting to jump off a bridge
Kelly Heidner - helped save the life of a man attempting to jump off a bridge
Joshua Guyer - helped save the life of a man attempting to jump off a bridge
Danielle Lovejoy - for performing CPR on a women at Target
Meagan Maanum - for performing CPR on a women at Target
Amy Miller - for performing CPR on a women at Target
Chaz Gill - for helping to save the life of a women at Target

Background

Each year, the Blaine Police Department recognizes individuals in the community who have gone above and beyond what is expected of them to positively impact their fellow citizens and/or our law enforcement agency. The recipients are nominated by Blaine Police Department staff.

Strategic Plan Relationship

This item directly relates to the City of Blaine's Strategic Priority #5 Collaboration and Engagement by recognizing citizens who are involved in our community.

Board/Commission Review

Financial Impact

Public Outreach/Input

The individuals being recognized were given notice of the awards ceremony and invited to attend. They were also encouraged to invite family and friends to attend.

Staff Recommendation

Recognize the individuals receiving the awards.

Attachment List

None

CITY OF BLAINE**SCHEDULE OF BILLS PAID****APPROVED ON 02/19/2025 FOR PAYMENTS THE WEEK OF 01/10/2025**

Vendor Name	Description	Amount
ALMENDINGER DAN	Escrow Refund - Tree Lot	\$ 200.00
AMAZON CAPITAL SERVICES	Ice packs for facilities and programs	\$ 115.98
AMAZON CAPITAL SERVICES	Phone chargers/cables: sewer/Storm	\$ 17.98
AMAZON CAPITAL SERVICES	Cell Phone Chargers for EM Team "Go Bags"	\$ 29.79
ANOKA COUNTY TREASURY DEPARTMENT	2024 3rd Qtr Signal Maintenance	\$ 12,378.14
APPLE FORD WHITE BEAR LAKE	Electric diagnose: Vehicle 5254	\$ 2,142.40
ASCAP	Music license	\$ 890.00
ASPEN MILLS INC	Patrol uniforms and clothing	\$ 199.95
ASPEN MILLS INC	Patrol uniforms and clothing	\$ 630.58
ASPEN MILLS INC	Patrol uniforms and clothing	\$ 148.49
ASPEN MILLS INC	Patrol uniforms and clothing	\$ 673.73
ASPEN MILLS INC	Patrol uniforms and clothing	\$ 149.99
ASPEN MILLS INC	Patrol uniforms and clothing	\$ 156.88
ASPEN MILLS INC	Patrol uniforms and clothing	\$ 80.00
ASPEN MILLS INC	Patrol uniforms and clothing	\$ 44.95
ASPEN MILLS INC	Patrol uniforms and clothing	\$ 614.78
ASPEN MILLS INC	Patrol uniforms and clothing	\$ 48.95
ASPEN MILLS INC	Patrol uniforms and clothing	\$ 633.58
ASPEN MILLS INC	Patrol uniforms and clothing-rebranding	\$ 140.99
ASPEN MILLS INC	Patrol uniforms and clothing-rebranding	\$ 124.99
ASPEN MILLS INC	Patrol uniforms and clothing-rebranding	\$ 260.92
ASPEN MILLS INC	Patrol uniforms and clothing-rebranding	\$ 28.98
ASPEN MILLS INC	Patrol uniforms and clothing-rebranding	\$ 431.39
ASPEN MILLS INC	Patrol uniforms and clothing-rebranding	\$ 131.40
ASPEN MILLS INC	Patrol uniforms and clothing-rebranding	\$ 292.88
ASPEN MILLS INC	Patrol uniforms and clothing-rebranding	\$ 330.97
ASPEN MILLS INC	Patrol uniforms and clothing-rebranding	\$ 255.98
ASPEN MILLS INC	Patrol uniforms and clothing-rebranding	\$ 88.45
ASPEN MILLS INC	Patrol uniforms and clothing	\$ 183.94
ASPEN MILLS INC	Patrol uniforms and clothing-rebranding	\$ 547.22
ASPEN MILLS INC	Patrol uniforms and clothing-rebranding	\$ 12.50
ASPEN MILLS INC	Patrol uniforms and clothing	\$ 1,695.12
ASPEN MILLS INC	Patrol uniforms and clothing	\$ 1,695.12
ASPEN MILLS INC	Patrol uniforms and clothing	\$ 1,695.12
ASPEN MILLS INC	Patrol uniforms and clothing-rebranding	\$ 524.25
ASPEN MILLS INC	Patrol uniforms and clothing-rebranding	\$ 254.80
ASPEN MILLS INC	2 rifle rated shields	\$ 11,167.60
ASPEN MILLS INC	Patrol uniforms and clothing-rebranding	\$ 351.49
ASPEN MILLS INC	Patrol uniforms and clothing-rebranding	\$ 351.49
ASPEN MILLS INC	Patrol uniforms and clothing-rebranding	\$ 444.24
ASPEN MILLS INC	Patrol uniforms and clothing-rebranding	\$ 124.99
ASPEN MILLS INC	Patrol uniforms and clothing-rebranding	\$ 50.45

ASPEN MILLS INC	Patrol uniforms and clothing-rebranding	\$	211.39
ASPEN MILLS INC	Patrol uniforms and clothing	\$	410.79
ASPEN MILLS INC	Patrol uniforms and clothing	\$	53.99
ASPEN MILLS INC	Patrol uniforms and clothing	\$	80.90
ASPEN MILLS INC	Patrol uniforms and clothing-rebranding	\$	390.83
ASPEN MILLS INC	Patrol uniforms and clothing-rebranding	\$	322.33
ASPEN MILLS INC	Patrol uniforms and clothing-rebranding	\$	249.98
ASPEN MILLS INC	Patrol uniforms and clothing-rebranding	\$	189.94
ASPEN MILLS INC	Patrol uniforms and clothing	\$	343.25
ASPEN MILLS INC	Patrol uniforms and clothing-rebranding	\$	188.83
ASPEN MILLS INC	Patrol uniforms and clothing-rebranding	\$	285.80
ASPEN MILLS INC	Patrol uniforms and clothing	\$	281.78
ASPEN MILLS INC	Patrol uniforms and clothing-rebranding	\$	330.58
ASPEN MILLS INC	Patrol uniforms and clothing-rebranding	\$	22.50
ASPEN MILLS INC	Patrol uniforms and clothing-rebranding	\$	132.00
AT&T MOBILITY	Employee Cell Phone Service	\$	11,661.57
AT&T MOBILITY	Cell phone service billing for 2024	\$	7,049.52
AUTOWASH SYSTEMS INC	Car Wash Chemicals & Check 12/12/24	\$	735.75
BARR ENGINEERING COMPANY	3D Scan of Plant 2	\$	4,300.00
BAUER BUILT INC	Tires/Rims/installation; Plow 1269	\$	1,704.96
BAUER BUILT INC	Front Tires/Rims/installation; Plow 1269	\$	872.33
BEAUDRY OIL & PROPANE	Fuel Delivery - December	\$	10,072.82
BEAUDRY OIL & PROPANE	Fuel Delivery - December	\$	4,399.75
BLAINE AREA PET HOSPITAL PA	Veterinary Services for Canine Andy	\$	103.28
BLAINE BROTHERS INC	Air Lines/Fittings; Plow 1203	\$	390.59
BLAINE BROTHERS INC	Air Lines/Fittings; Plow 1203	\$	18.43
BLAINE BROTHERS INC	Air Lines/Fittings; Plow 1203	\$	268.10
BOLTON & MENK INC	Construction Services-Ulysses/117th Roundabout, I/P 23-09	\$	17,362.00
BONFE PLUMBING HEATING & AIR SERVICE INC	Permit Refund B24-05568 (homeowner cancelled contract)	\$	60.00
BOUND TREE MEDICAL LLC	Medical Supplies	\$	194.33
BOYER TRUCKS	Brake Drums/Shoes; Plow 1203	\$	592.60
BOYER TRUCKS	Belts: Plow 1152	\$	427.85
BRIGHTON SANDBLASTING INC	Sandblast/Epoxy; Trailer 4641	\$	900.00
BROWNELLS INC	Equipment for 6 squad rifles	\$	182.50
BROWNELLS INC	Equipment for 6 squad rifles	\$	1,512.13
BROWNELLS INC	Credit	\$	(163.68)
CARR'S TREE SERVICE INC	Tree Removal; 1712 124th Lane	\$	1,100.00
CINTAS CORPORATION	PW Uniform/Rug Rental; Nov & Dec	\$	422.09
CINTAS CORPORATION	MAYC - Mats/Rugs	\$	38.42
CINTAS CORPORATION	CH rugs and mats	\$	205.47
CINTAS CORPORATION	PD medical supply cabinet	\$	170.04
CINTAS CORPORATION	PW med supply cabinet	\$	106.11
CITY OF CIRCLE PINES	Payment for Sewer Interceptor Flows (2015-2024)	\$	28,743.81
CITY OF COON RAPIDS	Traffic Control Signals (November 2023-October 2024)	\$	58.61
CITY OF EDEN PRAIRIE	Annual fee for Emergency Fence Consortium	\$	8,615.00
COMCAST	Internet for Public Wi-Fi	\$	282.89
CONNEXUS ENERGY-UTILITY PAYMENTS	951 124th LN NE	\$	6,480.42
CRYSTEEL TRUCK EQUIPMENT	Undercoating; Jetter 4506	\$	1,100.00
D R HORTON INC	Escrow Refund - 12654 Erskin ST NE	\$	4,900.00

D R HORTON INC	Escrow Refund - 12660 Erskin ST NE	\$	4,900.00
DELEGARD TOOL COMPANY	Mechanic Shop Tools: Impact Set/wrench/Pallet Jack	\$	4,030.65
DELTA MEDICAL SUPPLY GROUP INC	Nitrile Gloves for Patrol Operations	\$	236.80
ELECTRIC PUMP INC	Remote Access SCADA Programing Computer	\$	14,600.00
ELECTRIC PUMP INC	LS 5 Spare Pump	\$	19,100.00
ELECTRIC PUMP INC	LS 15 Replacement pump	\$	12,975.00
ELECTRIC PUMP INC	LS 24 Spare Pump	\$	19,300.00
ELECTRIC PUMP INC	Inventory Lift Station Pump	\$	12,975.00
ELECTRIC PUMP INC	Lift station Programmer: Sewer	\$	3,615.00
ELECTRIC PUMP INC	AB Panelview Control Programming: Sewer	\$	12,550.00
EMBEDDED SYSTEMS INC	6 Month Siren Maintenance Fee	\$	6,895.86
FACTORY MOTOR PARTS COMPANY	Vehicle Batteries: PW Stock	\$	285.28
FACTORY MOTOR PARTS COMPANY	Vehicle Batteries: PW Stock	\$	591.84
FRIENDLY CHEVROLET INC	Exhaust Gaskets: PD Stock	\$	50.60
GIMPL TAMMY	Kennel Services for Nov, 2024	\$	350.00
GRAINGER	CH HVAC pillow blocks	\$	1,384.19
HANDT NICHOLAS	Santa for Breakfast with Santa	\$	200.00
HANSON SPORTS LLC	Winter Sports Camps	\$	1,236.75
HAWKINS INC	Chemicals: Water treatment plants	\$	3,156.69
HOLIDAY COMPANIES	Car Washes - PD	\$	1,055.00
HOLIDAY COMPANIES	Car Washes - Comm. Stds.	\$	15.00
HORIZON ROOFING INC	Roofing repairs	\$	305.00
HORIZON ROOFING INC	Roofing repairs	\$	1,332.23
HP INC	PD Crime Analyst PC	\$	2,622.51
HP INC	PD Administration PC	\$	2,622.51
INSIGHT PUBLIC SECTOR INC	Azure Cloud Services - November 2024	\$	4,667.39
INSIGHT PUBLIC SECTOR INC	Omnissa Horizon Licenses	\$	3,002.92
INTELLIGENCE NEXUS LLC	Event Portal and Domain for BlaineReserves.org	\$	400.00
JM ELECTRIC LLC	Electrical Work: Happy Acres & JPC Park	\$	460.00
JM ELECTRIC LLC	Electrical Work: Happy Acres & JPC Park	\$	510.00
JOHNSON LITHO GRAPHICS OF EAU CLAIRE	January MAYC Newsletter	\$	2,018.85
JOHNSON SCOTT A	Detective training for violent offenders- 2 detectives attending	\$	400.00
JUSTFOIA INC	Renewal of data records request online portal	\$	14,803.16
KIEKOW DAN	Home Improvement Grant Reimbursement	\$	1,482.14
KNOWBE4 INC	Security Awareness Training Subscription	\$	7,021.80
LAWSON PRODUCTS INC	Tool bit set: mechanics	\$	30.82
LAWSON PRODUCTS INC	Mechanic shop supplies: Chains	\$	692.25
LEADS ONLINE	LEADS online Inv. system service pckg for 2025 yearly fee	\$	6,972.00
LEAGUE OF MN CITIES	Elected Leaders Institute Feb. 2025 (Ford)	\$	350.00
LIFE SAFETY SYSTEMS INC	Lex athletic complex panel repair	\$	395.00
MC TOOL & SAFETY SALES	Hi Viz Cowhide/foam tech Gloves: Storm Dept	\$	2,783.40
MC TOOL & SAFETY SALES	Nitrile Gloves/Dusk Mask; Storm	\$	633.71
MC TOOL & SAFETY SALES	Nitrile Gloves/Dusk Mask; Storm	\$	1,510.11
MC TOOL & SAFETY SALES	Hi Viz Cowhide/foam tech Gloves: Storm Dept	\$	2,729.64
MC TOOL & SAFETY SALES	Gas Monitor/headset/harness/Safety gear: Storm Water	\$	1,770.00
MC TOOL & SAFETY SALES	Gas Monitor/headset/harness/Safety gear: Storm Water	\$	3,073.23
MC TOOL & SAFETY SALES	Gas Monitor/headset/harness/Safety gear: Storm Water	\$	610.00
MC TOOL & SAFETY SALES	Gas Monitor/headset/harness/Safety gear: Storm Water	\$	3,421.55
MC TOOL & SAFETY SALES	Nitrile Gloves/Dusk Mask; Storm	\$	1,075.20

MENARDS - BLAINE	Batteries and CO detectors	\$	189.90
MENARDS - BLAINE	MAYC glue, nails	\$	72.13
MENARDS - BLAINE	Wire/Amp breaker/mud ring: Trailer 4641	\$	38.36
MENARDS - BLAINE	Mailbox Repair Kits: Streets	\$	308.19
MENARDS - BLAINE	Supply parts; Water	\$	93.28
MENARDS - BLAINE	PW dial caliper, barb tee, nails, cascade	\$	97.74
METRO AREA MANAGEMENT ASSOCIATION	2025 Membership Dues (Wolfe)	\$	50.00
METRO WATERSHED PARTNERS	2025 Membership Clean Water MN & Adopt-a-Drain	\$	4,400.00
METROPOLITAN COUNCIL	MCES 2024 WASTEWATER SERVICES	\$	473,304.10
MGT IMPACT SOLUTIONS LLC	Recruitment fees for Asst Fin Dir position	\$	22,000.00
MID AMERICA METER INC	Water Meter for Plant 3	\$	3,200.00
MINNESOTA DEPARTMENT OF TRANSPORTATION	Material Testing & Traffic Signal Maintenance	\$	698.60
MINNESOTA DEPARTMENT OF TRANSPORTATION	Material Testing & Traffic Signal Maintenance	\$	393.41
MINNESOTA DRIVER AND VEHICLE SERVICES	License Plates for Police and Fire Vehicles	\$	72.00
MINNESOTA EQUIPMENT - ISANTI	Filters; PW Stock	\$	180.98
MINNESOTA HIGHWAY SAFETY AND RESEARCH	PIT hybrid training	\$	645.00
MINNESOTA HIGHWAY SAFETY AND RESEARCH	PIT refresher training 11 officers	\$	5,775.00
MINUTE MAKER SECRETARIAL	Council Minutes	\$	422.88
MN DEPT OF LABOR AND INDUSTRY	December 2024 State Surcharge	\$	4,761.98
NATIONAL SPORTS CENTER	MASC/COB Field 55/46 Construction Draw #2	\$	500,000.00
O'REILLY AUTOMOTIVE INC	Silicone; Parks	\$	27.99
O'REILLY AUTOMOTIVE INC	Filters; PW/PD Stock	\$	283.64
O'REILLY AUTOMOTIVE INC	Filters; PW/PD Stock	\$	27.55
O'REILLY AUTOMOTIVE INC	Filters; PW/PD Stock	\$	8.82
O'REILLY AUTOMOTIVE INC	Radiator Hose: Plow 1203	\$	36.20
O'REILLY AUTOMOTIVE INC	Oil Filters; Vehicle 5337	\$	8.82
O'REILLY AUTOMOTIVE INC	Lens Repair Tape; Vehicle 5285	\$	9.87
O'REILLY AUTOMOTIVE INC	Press Hose; Vehicle 5198	\$	67.84
O'REILLY AUTOMOTIVE INC	Touch up Paint; PD vehicles	\$	45.98
REBYL SPORTS INC	Hi-Vis Safety Jacket for Allen Jorgensen	\$	120.00
REBYL SPORTS INC	Hi-Vis Safety Jacket for Jason Bethke	\$	135.00
SEIBURE COMFORT	Adult Tennis Playoff Women's Champion and Runner - Up for Men's	\$	125.00
SESAC	License for music	\$	1,982.00
SIEMSEN TAMELA	Overpaid health insurance	\$	18.00
SNAP-ON INDUSTRIAL	Bore Scope; Mechanics Shop	\$	1,495.13
STERICYCLE INC	December shred	\$	146.99
SUBURBAN TIRE WHOLESALE INC	Tires; Vehicle 5254	\$	652.16
SYMBOLARTS, LLC	Detective badge patches	\$	242.00
THE FERGUSON GROUP LLC	2025 Federal Advocacy Services (Approved 12/18/24 by MO 23-644)	\$	5,250.00
THE LEADERSHIP GROWTH GROUP LLC	2025 Leadership Growth Group Series - Thorvig	\$	600.00
THOMSEN SYSTEMS INC	Winter Tech Camp	\$	60.00
TITLE SPECIALISTS INC	Reimbursement for Assessment Overpayment, I/P 23-08	\$	1,440.83
TOLL GAS & WELDING SUPPLY	Freeze Kit; Water	\$	68.25
US BANK	Fiscal Agent Fees - Bond 2017A	\$	500.00
US BANK	Fiscal Agent Fees - Bond 2022A	\$	500.00
USI INSURANCE SERVICES LLC	Risk Management Annual Fee	\$	22,298.00
VOLUNTEERS OF AMERICA	Van Drivers Meals	\$	90.00
XCEL ENERGY	November 2024 Electric	\$	11,095.65
ZIEGLER INC	Temp Sensor; Generators 4497 & 4498	\$	67.64

ZIEGLER INC

Temp Sensor; Generators 4497 & 4498

\$ 67.07

\$ 1,410,077.09

CITY OF BLAINE

**SUBSET OF PAYMENTS BETWEEN \$20,000 AND \$50,000 FROM THE SCHEDULE OF BILLS PAID
APPROVED ON 02/19/2025 FOR PAYMENTS THE WEEK OF 01/10/2025**

Vendor Name	Description	Amount
MGT IMPACT SOLUTIONS LLC	Recruitment fees for Asst Fin Dir position	\$ 22,000.00
USI INSURANCE SERVICES LLC	Risk Management Annual Fee	\$ 22,298.00
CITY OF CIRCLE PINES	Payment for Sewer Interceptor Flows (2015-2024)	\$ 28,743.81

CITY OF BLAINE**SCHEDULE OF BILLS PAID****APPROVED ON 02/19/2025 FOR PAYMENTS THE WEEK OF 01/31/2025**

Vendor Name	Description	Amount
4FRONT ENERGY SOLUTIONS	Permit Refund - B25-00105 Included in Basement Room Finish Prmt	\$ 60.00
ABC SIGN & GRAPHIC INC	Unit Numbers; PW Fleet	\$ 486.00
ADVANCE AUTO PARTS	Wiper Blades: PW stock	\$ 197.76
AIR MECHANICAL INC	Permit Refund: Cancelled contract. B25-00081	\$ 60.00
ALLINA HEALTH	Naloxone for Patrol Operations	\$ 842.26
AMAZON CAPITAL SERVICES	Credit	\$ (13.98)
AMAZON CAPITAL SERVICES	Administration supplies - Lens for Camera for PD staff photos	\$ 140.00
AMAZON CAPITAL SERVICES	Game for MAYC - MAHJONGG Cards	\$ 26.98
AMAZON CAPITAL SERVICES	Otterbox ipad case	\$ 52.46
AMAZON CAPITAL SERVICES	New filing books for 2025	\$ 31.98
AMAZON CAPITAL SERVICES	Dodgeballs for Summer Programs	\$ 147.66
AMAZON CAPITAL SERVICES	Wireless Microphone System/ Fitness Instructor	\$ 23.99
AMAZON CAPITAL SERVICES	Printer Ink for Michelle's Printer	\$ 31.99
ANOKA COUNTY LICENSE BUREAU	Tab Renewal - PD	\$ 113.75
ANOKA COUNTY TREASURY DEPARTMENT	Connect Anoka County Fiber	\$ 812.50
APPLE FORD WHITE BEAR LAKE	DOT Inspection: Truck 1252	\$ 320.78
ASPEN MILLS INC	Special Operations uniforms and clothing	\$ 619.05
ASPEN MILLS INC	Special Operations uniforms and clothing	\$ 1,695.12
ASPEN MILLS INC	Special Operations uniforms and clothing	\$ 199.95
ASPEN MILLS INC	Special Operations uniforms and clothing	\$ 430.44
ASPEN MILLS INC	Special Operations uniforms and clothing	\$ 134.45
ASPEN MILLS INC	Special Operations uniforms and clothing	\$ 59.10
ASPEN MILLS INC	Special Operations uniforms and clothing	\$ 149.85
ASPEN MILLS INC	Special Operations uniforms and clothing	\$ 22.85
ASPEN MILLS INC	Special Operations uniforms and clothing	\$ 57.95
ASPEN MILLS INC	Special Operations uniforms and clothing	\$ 8.00
ASPEN MILLS INC	Special Operations uniforms and clothing	\$ 398.80
ASPEN MILLS INC	Special Operations uniforms and clothing	\$ 8.00
ASPEN MILLS INC	Special Operations uniforms and clothing	\$ 1,695.12
ASPEN MILLS INC	Special Operations uniforms and clothing	\$ 181.95
ASPEN MILLS INC	Special Operations uniforms and clothing	\$ 129.90
ASPEN MILLS INC	Special Operations uniforms and clothing	\$ 129.90
ASPEN MILLS INC	Special Operations uniforms and clothing	\$ 59.00
ASPEN MILLS INC	Special Operations uniforms and clothing	\$ 16.00
ASPHALT SURFACE TECHNOLOGIES CORPORATION	2024 Crack Sealing, I/P 24-02	\$ 216,262.50
AUTOMATIC SYSTEMS COMPANY	2024 Water Maintenance Agreement	\$ 2,074.50
AUTOWASH SYSTEMS INC	Car Wash Chemicals & Check 1/10/25	\$ 377.77
AX BLAINE 35 LP	TIF Proceeds Paid - TIF District 1-23	\$ 143,267.70
AX BLAINE 35 LP	TIF Proceeds Paid - TIF District 1-22	\$ 100,236.51
AXON ENTERPRISES INC	Axon Signal kit for squad car	\$ 837.00
BARR ENGINEERING COMPANY	General Engineering Services	\$ 557.50
BATTERIES PLUS BULBS	Batteries for Water Plants	\$ 258.00
BATTERIES PLUS BULBS	Batteries for Water Plants	\$ 23.52
BEAUDRY OIL & PROPANE	Fuel Delivery - January	\$ 12,627.37
BLAINE BROTHERS INC	DOT Inspection/brake repairs; Trailer 2418	\$ 4,776.04
BLAINE BROTHERS INC	Brake Chambers/adjuster: Truck 1201	\$ 597.34
BLAINE TOWN SQUARE APARTMENTS II LLC	TIF Proceeds Paid - TIF District 1-17	\$ 74,929.50
BLANK ACQUISITION LLC	Postcard Stock for Delinquent Notices	\$ 226.64

BOUND TREE MEDICAL LLC	Tourniquets	\$	154.50
BOYER TRUCKS	Fuel sending unit: Plow 1200	\$	0.43
BOYER TRUCKS	Clamps; Plow 1201	\$	25.66
BOYER TRUCKS	Fuel sending unit: Plow 1200	\$	126.79
BROWNELLS INC	Rail mount kit for duty rifle	\$	137.62
CAPITAL ONE TRADE CREDIT	Snow Shovels; Plants/Wells	\$	294.11
CAPITAL ONE TRADE CREDIT	Sockets; Parks	\$	37.98
CAPITAL ONE TRADE CREDIT	Torch Kit; truck 1248	\$	64.58
CARR'S TREE SERVICE INC	Tree Removal; 4 Locations, Streets	\$	4,995.00
CENTURYLINK	Baseball Complex Telephone	\$	130.55
CHRONICLES IN HEALTH LLC	Senior program - Health education	\$	190.00
CINTAS CORPORATION	CH rugs and mats	\$	205.47
CINTAS CORPORATION	PW: 2025 Uniform/Rug-Towel Rentals	\$	225.49
CINTAS CORPORATION	PW: 2025 Uniform/Rug-Towel Rentals	\$	422.09
CINTAS CORPORATION	Cold storage medical supply cabinet refill	\$	32.40
CINTAS CORPORATION	CH medical cabinet supplies	\$	199.34
CITY OF LEXINGTON	Sewer System Usage Agreement - City of Lexington	\$	6,922.60
COMCAST	MAYC - Cable TV	\$	69.52
COMCAST	Public Works Internet Service	\$	201.47
CORE & MAIN LP	1.5 & 3" meters for resale	\$	14,157.23
CREST VIEW CORPORATION	TIF Proceeds Paid - TIF District 1-18	\$	118,735.16
CREW2 INC	Permit Refund B24-03335 (Homeowner canceled contract)	\$	80.00
DAVIS THERESA	Home Improvement Grant Reimbursement	\$	5,000.00
FERGUSON WATERWORKS #2518	Service break parts; Water	\$	942.30
FREEMAN BRIANNA	Mileage Reimbursement - AMBO	\$	19.04
FRIENDLY CHEVROLET INC	AC Compressor/AC Belt; Vehicle 5307	\$	258.24
FRIENDLY CHEVROLET INC	AC Compressor/AC Belt; Vehicle 5307	\$	61.00
FUN EXPRESS LLC	crafts and supplies for spring events	\$	370.52
GALLAGHER BENEFIT SERVICES INC	Compensation study	\$	8,000.00
GIMPL TAMMY	Kennel Services for Dec, 2024	\$	350.00
GRAINGER	Pliers, spout oiler, insp mirror	\$	106.09
GROUP HEALTH NON-PATIENT A/R	EAP benefits	\$	255.46
HAMMER SPORTS LLC	Refs for Adult Basketball League 1/12/2025	\$	420.00
HAMMER SPORTS LLC	Refs for Adult Basketball League 1/19/2025	\$	420.00
HAWKINS INC	Water Treatment Chemicals	\$	10,073.70
HAWKINS INC	Water Treatment Chemicals	\$	18,428.48
HAWKINS INC	Water Treatment Chemicals	\$	4,586.00
HOLMBERG JUSTIN	Reimbursement; Expo - Parking	\$	135.00
INNOVATIVE OFFICE SOLUTIONS	Copy Paper & Steno Pads	\$	473.56
INSIGHT PUBLIC SECTOR INC	Credit	\$	(1,368.10)
INSIGHT PUBLIC SECTOR INC	Carbon Black Endpoint Protection Renewal	\$	14,677.65
INSIGHT PUBLIC SECTOR INC	Veeam Backup Software Renewal	\$	6,416.75
JEFF BELZER'S ROSEVILLE AUTO INC	Radiator Hose; Vehicle 5283	\$	519.07
JEFF BELZER'S ROSEVILLE AUTO INC	Credit	\$	(67.68)
JM ELECTRIC LLC	Warming house light repair; Happy Acres	\$	250.00
JOHNSON LITHO GRAPHICS OF EAU CLAIRE LTD	Recycling Saturday Postcards	\$	9,316.53
JOHNSON LITHO GRAPHICS OF EAU CLAIRE LTD	Recycling Tri-Fold Mailer	\$	9,241.48
KENNEDY & GRAVEN CHARTERED	Elevage Redevelopment TIF District 1-25, 12/31/24	\$	97.52
LANO EQUIPMENT INC-ANOKA	Depth Kit/Washer/Spring: Attachment 1224-6	\$	1,522.36
LAWSON PRODUCTS INC	Mechanic shop supplies: Connectors/fittings/cleaner	\$	1,174.53
LAWSON PRODUCTS INC	Mechanic shop supplies: Hitch pins	\$	37.30
MACQUEEN EQUIPMENT INC	2025 Capital; Sidewalk Mach w/V Plow & Blower #1333	\$	214,293.00
MACQUEEN EQUIPMENT INC	Credit	\$	(527.32)
MC TOOL & SAFETY SALES	Ice Cleats: Park	\$	495.00
MC TOOL & SAFETY SALES	PPE for acid washing; WTP's	\$	493.27

MC TOOL & SAFETY SALES	Respirator; WTP 3	\$	156.72
MC TOOL & SAFETY SALES	Safety Glasses/Ear Plugs/Gloves; PW Stock	\$	1,372.91
MENARDS - BLAINE	Thermostat/supplies; WTP 1	\$	140.59
MENARDS - BLAINE	Emergency Management supplies	\$	149.00
METRO CITIES	2025 Membership Dues	\$	14,709.00
MINNESOTA EQUIPMENT - HAM LAKE	Chainsaw Bar Oil; PW stock	\$	183.92
M-R SIGN COMPANY INC	Kleen Break Tool Kit; Sign Shop	\$	120.00
NORTHERN SANITARY SUPPLY CO INC	WTP 4 Supplies: Towels/bath tissue/cleaner	\$	293.22
NORTHERN SANITARY SUPPLY CO INC	PW Supplies - can liners/towels/tissue	\$	509.78
NUSS TRUCK & EQUIPMENT	Lens Covers: Plows 1272	\$	33.15
O'REILLY AUTOMOTIVE INC	Radiator; Vehicle 4502/Filters: PD Stock	\$	178.00
O'REILLY AUTOMOTIVE INC	Radiator; Vehicle 4502/Filters: PD Stock	\$	65.36
O'REILLY AUTOMOTIVE INC	Starter; Vehicle 5288	\$	276.27
O'REILLY AUTOMOTIVE INC	Brakes for vehicle 2329	\$	319.83
O'REILLY AUTOMOTIVE INC	Rear Brakes Parts; Vehicle 3413	\$	67.18
O'REILLY AUTOMOTIVE INC	Brakes for vehicle 2329	\$	127.00
O'REILLY AUTOMOTIVE INC	Filters for PW Stock	\$	151.22
PARK CONSTRUCTION COMPANY	2024 Northwest Area Street Reconstruction. I/P 24-05	\$	388,290.14
PERFECTION HEATING & AIR CONDITIONING INC	Fire Suppression Grant #24-04	\$	25,000.00
PIONEER PHOTOGRAPHY & SERVICES	Senior program - Education class	\$	325.00
PRECISE MRM LLC	GPS Management - December 2024	\$	1,600.00
PWS HOLDINGS 23 LLC	Partial Escrow Refund, PC22-0082, Tommy's Car Wash	\$	25,925.32
REGENTS OF THE UNIVERSITY OF MN	Local Option Sales Tax - 2025 Invoice	\$	3,000.00
SADLER JOSEPH	19 Meal reimbursements for staff and command training	\$	105.77
SADLER JOSEPH	19 Meal reimbursements for staff and command training	\$	114.92
SADLER JOSEPH	19 Meal reimbursements for staff and command training	\$	59.79
SADLER JOSEPH	4 Meals reimbursed inauguration	\$	77.02
SBM FIRE DEPARTMENT	2025 Fire Protection Services	\$	454,118.00
SRI BLAINE LLC	TIF Proceeds Paid - TIF District 1-20	\$	84,025.84
STREICHER'S	Badge holders	\$	65.97
STREICHER'S	Large squad bags	\$	232.00
SUBURBAN TIRE WHOLESALE INC	Tires; Vehicle 5273	\$	654.16
SUN LIFE FINANCIAL	Long Term Disability Insurance-monthly	\$	5,231.17
SVAP II OAK PARK PLAZA LLC	TIF Proceeds Paid - TIF District 1-19	\$	73,770.20
T&T DIRTWORKS LLC	Service Break; 12990 Vermillion	\$	3,700.00
TEAMSTERS LOCAL #320 WELFARE	Police Dental - Group #1609 Monthly	\$	8,436.00
THE LINCOLN NATIONAL LIFE INSURANCE COMAPNY	Life Insurance - monthly	\$	7,950.85
T-MOBILE USA INC	Cell phone tower/area dump for Inv. Case # 24293415	\$	200.00
TOLL GAS & WELDING SUPPLY	Welding Bay Supplies	\$	230.54
TRANS UNION LLC	Credit Report for background of employees	\$	55.68
TRI-COUNTY LAW ENFORCEMENT ASSOCIATION	Membership Dues for 2025	\$	90.00
TRI-STATE BOBCAT INC	Teeth; Attachment 2305-15	\$	273.85
TRI-STATE BOBCAT INC	Track Set: Loader 1284	\$	1,250.00
USA BLUEBOOK (#657220)	Marking wand/Drum/Manhole guard; Sewer	\$	821.88
VERIZON WIRELESS - VSAT	Preservation request fee for cell records. Case # 24280594	\$	75.00
VERTEX UNMANNED SOLUTIONS LLC	Indoor UAS with equipment (avata 2)	\$	1,935.99
WAGNER JACKIE	4 Meals reimbursed inauguration	\$	91.98
WICKS CHRISTINE	Home Improvement Grant Reimbursement	\$	3,385.00
WSB & ASSOCIATES INC	Design & Construction Svcs-2024 NW Area Street Recon, I/P 24-05	\$	9,369.00
WSB & ASSOCIATES INC	2025 Zest St Construction Project, I/P 25-04	\$	7,004.00
XCEL ENERGY	9191 Lincoln St NE	\$	31.72
		\$	2,146,610.13

CITY OF BLAINE

**SUBSET OF PAYMENTS BETWEEN \$20,000 AND \$50,000 FROM THE SCHEDULE OF BILLS PAID
APPROVED ON 02/19/2025 FOR PAYMENTS THE WEEK OF 01/31/2025**

Vendor Name	Description	Amount
PERFECTION HEATING & AIR CONDITIONING INC	Fire Suppression Grant #24-04	\$ 25,000.00
PWS HOLDINGS 23 LLC	Partial Escrow Refund, PC22-0082, Tommy's Car Wash	\$ 25,925.32

PAYROLL CHECKS & WIRE TRANSFERS

MONTH: JANUARY 2025

PAYROLL CHECKS

<u>DATE</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
01/02/25	VENDOR CHECKS	CHECK # 79927-79930	\$6,964.97
01/02/25	EMPLOYEES	DIRECT DEPOSITS	\$635,555.58
01/16/25	VENDOR CHECKS	CHECK # 79931-79939	\$14,157.02
01/16/25	EMPLOYEES	DIRECT DEPOSITS	\$668,803.15
01/30/25	VENDOR CHECKS	CHECK # 79940	\$5,376.55
01/30/25	EMPLOYEES	DIRECT DEPOSITS	\$666,615.71

WIRE TRANSFERS

<u>DATE</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
01/02/25	STATE OF MINNESOTA	PAYROLL TAXES	\$42,286.93
01/02/25	I.R.S.	PAYROLL TAXES	\$191,159.00
01/02/25	P.E.R.A.		\$192,786.31
01/02/25	USCM & US BANK	DEFERRED COMP & H.S.A	\$70,612.40
01/21/25	21ST CENTURY BANK	CREDIT CARDS	\$32,862.85
01/21/25	STATE OF MINNESOTA	DECEMBER SALES TAX	\$37,889.00
01/16/25	STATE OF MINNESOTA	PAYROLL TAXES	\$46,858.80
01/16/25	I.R.S.	PAYROLL TAXES	\$213,247.31
01/16/25	P.E.R.A.		\$201,681.74
01/16/25	USCM & US BANK	DEFERRED COMP & H.S.A	\$65,712.77
01/30/25	STATE OF MINNESOTA	PAYROLL TAXES	\$45,027.40
01/30/25	I.R.S.	PAYROLL TAXES	\$200,148.09
01/30/25	P.E.R.A.		\$203,883.30
01/30/25	USCM & US BANK	DEFERRED COMP & H.S.A	\$43,838.06

TOTAL **\$3,585,466.94**



City of Blaine

City Council Workshop

February 3, 2025 | 5:30 PM
Blaine City Hall
10801 Town Square Drive NE
Blaine, MN 55449

MINUTES

NOTICE OF WORKSHOP MEETING

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

1. Call to Order

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

2. Roll Call

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

ABSENT: None.

Quorum Present.

ALSO PRESENT: Acting City Manager/Director of Administrative Services Scott Johnson; Community Development Director Erik Thorvig; Assistant Community Development Director Sheila Sellman; Deputy Police Chief Joe Gerhard; Fire Chief Dan Retka; Director of Engineering Dan Schluender; City Attorney Tom Loonan; Communications Manager Ben Hayle; and City Clerk Catherine Sorensen.

3. New Business

- 3.1. 2025-37** Closed Session Pursuant to MN Statute 13D.05(3)(c)(3) - Discuss Potential Purchase of Portions of Land Identified as PIDs 11-31-23-12-0003 and 11-31-23-11-0001 Located at the Southwest Corner of 125th Avenue and Lexington Avenue
Sponsors: Erik Thorvig, Community Development Director

After motion and second, the council moved to a closed session meeting to discuss the

potential purchase of land located at the southwest corner of 125th Avenue and Lexington Avenue.

3.2. 2025-38 SBM Fire Department - Quarterly Update
Sponsors: Dan Retka, Fire Chief

Fire Chief Retka provided the city council with a quarterly update. He commented on the operational and staffing changes that occurred in 2024, noting the department was operating as a full time department and has sleeping quarters at Station 1. He discussed how the new staffing model was improving turnout and response times. He described how the department's training efforts doubled over the past year. He reported he was pleased with the culture within the department and noted the turnover rate was down. He explained Fire Corp and care teams were now in place to provide assistance to SBM firefighters. He commented on how there was a need to address repeat customers and medical calls. He indicated there was a potential for the SBM Fire Department to provide contract services to other communities, as was being with Centennial, perhaps through a fire district.

Councilmember Ford thanked Fire Chief Retka and the entire SBM Fire Department for their tremendous efforts on behalf of the community.

Councilmember Massoglia asked how long the Centennial contract was extended. Chief Retka explained this contract was entered into in 2020 for three years for administrative services. He reported this contract was renewed for one additional year with a 3% increase each year and the City received roughly \$350,000 per year for providing administrative services.

Councilmember Massoglia questioned how the fire department would be addressing those who repeatedly need support from the Fire Department. Chief Retka noted a company called Care Resources was a company that would be working in collaboration with the fire department to provide those with the resources they need. He explained there were other communities in the metro area that were already utilizing this resource.

Councilmember Massoglia inquired if the fire department was committed to having a fire station in the northeast corner of Blaine. Chief Retka indicated he was committed to having a fire station in the northeast corner of Blaine but noted the build out of this fire station was a matter of timing.

Councilmember Newland asked when Care Resources would be rolled out in the community. Chief Retka noted these services are slowly being rolled out.

Councilmember Larson questioned who would be paying for the Care Resources advocates. Chief Retka indicated he had funding allocated within his budget for this expenditure.

3.3. 2025-39 Municipal Cannabis Partnership Discussion
Sponsors: Erik Thorvig, Community Development Director

Community Development Director Thorvig stated on December 9, 2024, a presentation was made to the city council from the Red Pine Group. They presented information on a potential public/private partnership to open a retail cannabis location in Blaine. The premise is that the Red Pine Group would invest capital (approximately \$2MM) into a new retail location, own/lease facility, hire staff and operate the facility. The city would receive a percentage of proceeds (proposed at 25%) which could generate approximately \$500,000 annually for the city. The advantage to Red Pine Group is they would utilize the city's cannabis license versus having to enter the general application process with the State of Minnesota.

Mr. Thorvig explained the licensing process related to retail adult-use cannabis has changed as the Office of Cannabis Management (OCM) navigates the process. Originally, the OCM had implemented a social equity licensing lottery in late 2024 which allowed applicants that met certain social equity criteria to apply for a state license ahead of the general application process. In December, due to litigation and other challenges that were identified, the OCM dropped the social equity lottery process and pivoted to an early 2025 lottery combining social equity and general applicants. The OCM will open a new license application window for all applicants from February 18, 2025 to March 14, 2025. There is no indication of when an additional application window would open in the future.

Mr. Thorvig reported staff contacted the OCM to understand what process a municipality would need to follow if they chose to apply for a state license. Municipalities would be required to apply during the same application window, however are reviewed separately from general applications. Licenses for municipal cannabis stores shall be issued regardless of the lottery selection process for cannabis retailer licenses if all conditions in Minnesota Statute 342.17 are met. Those conditions were reviewed in further detail with the council. As stated above, the primary motivation of the Red Pine Group partnering with the city is that they would essentially be guaranteed a state license and not have to apply and be placed in the general lottery.

Mr. Thorvig commented at the December 9, 2024 workshop, the city council directed staff to continue to explore the potential of the partnership. Since that meeting, staff met with the Red Pine Group to answer additional questions. A primary concern that has arisen is potential impacts on federal funding the city receives if the city were to be a party to a cannabis operation. Though legal at the state level, cannabis is still considered illegal by the federal government. Though cannabis has been legalized in many other states in which cities receive tax revenue from the sale of cannabis, Minnesota is the first state to allow municipal cannabis operations where cities can directly profit from retail sales. As such, there is little guidance available from either the League of Minnesota Cities, OCM or federal agencies regarding the issue.

Mr. Thorvig indicated staff has discussed the idea of applying for and receiving the license while continuing to understand potential federal dollar implications and work towards agreements with the Red Pine Group. This allows for the city to complete its due diligence in a longer time period versus trying to understand everything prior to the application window opening. If the city receives the license and later determines that the city should not proceed due to federal dollar implications and/or not wanting to partner with the Red Pine Group, the city could forego the license. If the city council wants to proceed, the Red Pine

Group has asked the city to enter into a non-binding letter of intent (LOI). Red Pine Group would still assist the city in the application process. The Red Pine Group has indicated the city would still need to act relatively quickly as they have budgeted certain dollars for this endeavor and they may identify enough other locations where they would no longer be interested in Blaine.

City Clerk Sorensen explained the license fee was \$2,500 and the application fee would be an additional \$2,500.

Mayor Sanders thanked staff for the additional information. He supported the city moving forward through the licensing process in order to have more time to make the best decision possible for the city.

Councilmember Robertson indicated she understood this would be a new revenue stream for the city, but she had concerns with the fact the OCM did not have answers for the city at this time. She explained she could support the city applying for a license with the state, but noted she was not interested in signing an LOI at this time as she did not want to put the city in jeopardy of losing federal funding.

Councilmember Newland stated he supported the city applying for the municipal cannabis license.

Councilmember Larson explained she did not support the city signing an LOI but indicated she did support the city applying for a license. She was of the opinion it was strange the state was forcing the city to allow retail cannabis when the substance was federally illegal and the city could lose federal funding if a municipal store was opened.

Councilmember Massoglia supported the city moving forward with the license and explained he appreciated the opportunity the Red Pine Group was presenting the city with. Councilmember Fleming agreed.

Council consensus was to move forward with applying for a license while staff continues to research federal grants and possible other impacts before utilizing the municipal license or partnering with the Red Pine Group or any other group.

4. Other Business

None.

5. Adjournment

The workshop was adjourned at 6:57PM.



City of Blaine

City Council

February 3, 2025 | 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 7:04PM 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, Chris Ford, Leslie Larson, Chris Massoglia, Tom Newland, and Jess Robertson.

ABSENT: None.

Quorum Present.

ALSO PRESENT: Community Development Director Erik Thorvig; Assistant Community Development Director Sheila Sellman; Deputy Police Chief Joe Gerhard; Finance Director Jason Zimmerman; Finance Analyst Nikki Beckers; Acting City Manager/Director of Administrative Services Scott Johnson; Director of Engineering Dan Schluender; City Attorney Tom Loonan; Communications Manager Ben Hayle; and City Clerk Catherine Sorensen.

4. Awards - Presentations - Organizational Business

- 4.1.** 2025-40 Recognition of Blaine Area Non-Profit Organizations
Sponsors: Jason Zimmerman, Finance Director, Michelle Wolfe, City Manager

Finance Director Zimmerman stated each year, the Blaine city council awards donations to several Blaine area non-profit organizations. The source of this funding is charitable gambling proceeds; organizations that run legal gambling operations, such as pull-tabs, within Blaine are required by state law to submit 10 percent of their net proceeds to the city.

This year, the Blaine city council is proud to be able to award \$192,500 in grants to a dozen different community organizations. He reported the 2025 recipients are as follows:

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

Mayor Sanders thanked each of these organizations for their support of the Blaine community. A round of applause was offered by all in attendance.

Mayor Sanders recognized former Mayor Tom Ryan and thanked him for his long-time service to the city.

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.

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

7. Approval of Consent Agenda:

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

Councilmember Robertson requested the removal of Consent Agenda items 7.2 and 7.9.

Councilmember Newland noted he would be abstaining from voting on Item 7.1 due to a potential conflict of interest.

Moved by Councilmember Robertson, seconded by Councilmember Massoglia, that the Consent Agenda be approved as amended removing Items 7.2 and 7.9.

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

7.1. 2025-41 Schedule of Bills Paid
Sponsors: Jason Zimmerman, Finance Director

7.2. 2025-48 Approval of Minutes
Sponsors: Cathy Sorensen, City Clerk

Councilmember Robertson noted a correction was needed to reflect her nay vote on the Walter's CUP item at the January 22 meeting.

Moved by Councilmember Robertson, seconded by Councilmember Massoglia, to approve the minutes of the January 22, 2025, council meeting as amended.

Motion adopted unanimously.

7.3. 2025-42 Motion to Approve Payment to Core & Main for Sensus Analytics and RNI SAAS Annual License Renewal
Sponsors: Jason Zimmerman, Finance Director

7.4. 2025-43 Motion to Approve Payment to Intuitive Municipal Solutions for Software Licensing, Cloud Hosting, Technical Support and Maintenance
Sponsors: Paul Grosse, IT Manager

7.5. 2025-44 Approve Renewal of Labor Attorney Contract with Eckberg Lammers
Sponsors: Scott Johnson, Director of Administrative Services

7.6. RES 25-18 Resolution Granting Final Plat Approval to Subdivide 1.39 Acres into Two Lots, to be Known as McNeil Addition at 4324 117th Avenue NE. Dave McNeil (Case File No. 25-0001/ACK)
Sponsors: Sheila Sellman, City Planner

7.7. RES 25-28 Resolution Approving a Joint Powers Agreement with Coon Creek Watershed District (CCWD) for Implementation of Shallow Groundwater Monitoring Wells

Sponsors: Daniel Schluender, Director of Engineering

- 7.8.** RES 25-24 Resolution to Abate Assessment Installment Payments on Parcel 33-31-23-32-0131, 8771 Hastings Circle NE

Sponsors: Daniel Schluender, Director of Engineering

- 7.9.** RES 25-25 Resolution to Abate Assessments on Parcels 29-31-23-43-0014 and 29-31-23-43-0015 with regards to Cloverleaf Parkway Area Street Reconstruction (I/P 18-18), Levy Fund Number 85584

Sponsors: Daniel Schluender, Director of Engineering

Councilmember Robertson asked questions regarding the proposed abatements and requested further information on which properties qualified. Director of Engineering Schluender explained in the past, the city has assessed all properties within project areas, which meant the county and state have been assessed. He reported the language does not allow the city to assess federal properties, which was an oversight on staff's part.

Councilmember Robertson stated she looked forward to the council further discussing the city's pavement management plan as part of the budget process in 2025.

Moved by Councilmember Robertson, seconded by Councilmember Newland, to adopt a Resolution to Abate Assessments on Parcels 29-31-23-43-0014 and 29-31-23-43-0015 with regard to Cloverleaf Parkway Area Street Reconstruction (I/P 18-18), Levy Fund Number 85584.

Motion adopted unanimously.

- 7.10.** RES 25-26 Resolution to Receive Feasibility Report and Order Public Hearing for the 2025 Zest Street Construction, Project T2504 (I/P 25-04)

Sponsors: Daniel Schluender, Director of Engineering

- 7.11.** 2025-45 Motion to Allow Modified Work Hours on the One Hundred Fifth Redevelopment Project

Sponsors: Daniel Schluender, Director of Engineering

- 7.12.** RES 25-27 Resolution to Receive Petition and Order Public Hearing for Vacation of Drainage and Utility Easements, Lot 1, Block 1, Larson's Estates, according to the recorded plat thereof, Anoka County, Minnesota; Vacation No. V25-01

Sponsors: Daniel Schluender, Director of Engineering

- 7.13.** RES 25-30 Resolution to Receive Feasibility Report and Order Public Hearing for the 2025 Street Rehabilitation Project, Improvement Project No. 25-05
Sponsors: Daniel Schluender, Director of Engineering
- 7.14.** RES 25-29 Resolution to Approve Joint Powers Agreement No. C0011342 with Anoka County for Signal Reconstruction and ADA Improvements at CSAH 12 (Northdale Blvd NE/109th Ave NE) at CSAH 51 (University Ave NE/University Ave NE)
Sponsors: Daniel Schluender, Director of Engineering
- 7.15.** RES 25-19 Resolution of Support for MACTA Efforts to Modernize Public, Education, And Government (PEG) Programming/Public Access Funding
Sponsors: Ben Hayle, Communications Manager
- 7.16.** RES 25-20 Resolution Approving a Premise Permit for Lawful Gambling Activity for Centennial High School Football Boosters
Sponsors: Cathy Sorensen, City Clerk
- 7.17.** RES 25-21 Summary Resolution for Publication of Ordinance 25-2572 Approving Amendments to the City of Blaine Zoning Ordinance Related to Regulations for Cannabis. City of Blaine (Case File No. 24-0069/SLK)
Sponsors: Cathy Sorensen, City Clerk
- 7.18.** RES 25-22 Summary Resolution for Publication of Ordinance 25-2573 Approving Ordinance Adopting Chapter 7 Regulating Adult Use Cannabis Businesses
Sponsors: Cathy Sorensen, City Clerk

8. 7:00 PM - Public Hearing and Items Published for a Certain Time

None.

9. Development Business

None.

10. Administration

- 10.1. RES 25-31** Resolution accepting a Bid from Minger Construction Companies, Inc. in the Amount of \$4,974,991.25 for the Lift Station13 Force Main-Phase 2 Project, Improvement Project No. 23-30
Sponsors: Daniel Schluender, Director of Engineering

Mr. Schluender stated this item would approve a contract with Minger Construction Companies, Inc. for \$4,974,991.25 for the Lift Station 13 Force Main - Phase 2 project. This project will replace 2,700 feet of force main and replace the existing Lift Station 13. It was noted bids were received electronically at 10:00AM, January 28, 2025, for Project No. 23-30. A total of 2 bids were received, ranging from \$4,974,991.25 to \$8,136,022.64. The bids have been checked and tabulated, and it has been determined that Minger Construction Companies, Inc. of Jordan, Minnesota is the lowest bidder. The engineering department has worked with Minger Construction Companies, Inc. on previous contracts and recommends that the low bid be accepted, and a contract entered into with Minger Construction Companies, Inc. The council was also asked to approve a 10% contingency to bring the total project budget to \$5,472,490.38.

Moved by Councilmember Robertson, seconded by Councilmember Massoglia, to adopt a Resolution accepting a Bid from Minger Construction Companies, Inc. in the Amount of \$4,974,991.25 for the Lift Station13 Force Main-Phase 2 Project, Improvement Project No. 23-30.

Motion adopted unanimously.

- 10.2. 2024-47** Approve an Agreement with Verizon Wireless for Cellular Products and Services
Sponsors: Brian Podany, Safety Services Manager/Police Chief

Deputy Police Chief Gerhard stated the city is seeking approval to switch cell phone carriers from AT&T FirstNet to Verizon Wireless for cellular service for employee work cell phones. He provided background information noting Verizon reached out to city staff late in 2024 with a proposal for service. This led staff to reach out to AT&T and T-Mobile in order to receive proposals from these organizations as well. After reviewing all three of the proposals, staff was recommending a switch to Verizon Wireless.

Councilmember Robertson thanked staff for working to achieve cost savings and requested staff review the current cell phone issuance policy to see if further savings could be realized should city cell phones no longer be needed for some employees.

Mayor Sanders asked if Verizon had a special network for first responders. Deputy Chief Gerhard explained Verizon had an uplifting all the time for first responders.

Moved by Councilmember Robertson, seconded by Councilmember Newland, to approve an Agreement with Verizon Wireless for Cellular Products and Services.

Motion adopted unanimously.

10.3. ORD 25-2574 First Reading

Ordinance Amending Appendix C - Franchises Article II. - Cable Television Franchise

Sponsors: Ben Hayle, Communications Manager

Communications Manager Hayle stated the council is asked to review and introduce the city's cable franchise ordinance, extending the city's current Comcast Cable Franchise for five years. This ordinance preserves all of the provisions of the current franchise, as well as:

- The January 29, 1996, Memorandum of Understanding (MOU)
- The 1997 Resolution Transferring Community Television Programming Responsibilities from Group W of the North Central Suburbs, d/b/a Meredith Cable to the North Central
- The Franchise Settlement Agreement dated December 17, 2014

Mr. Hayle reported the ordinance was drafted by North Metro Telecommunications Commission Attorney Mike Bradley. Comcast has already reviewed and approved this ordinance. Since the current cable franchise was granted by an ordinance, the North Metro Telecommunications Commission is recommending that the extension also be granted by ordinance.

Declared by Mayor Sanders that Ordinance No. 25-2574, "Ordinance Amending Appendix C - Franchises Article II. - Cable Television Franchise," be introduced and placed on file for second reading at the February 19, 2025 Council meeting.

11. Other Business

Councilmember Larson, seconded by Councilmember Fleming made a motion to suspend the rules in order to reconsider the National Market Village signage amendment from the January 22 city council meeting.

Motion failed 2-5, (Mayor Sanders, Councilmembers Ford, Massoglia, Newland and Robertson opposed).

12. Adjournment

Moved by Councilmember Robertson, seconded by Councilmember Newland, to adjourn the meeting at 7:27PM.

Motion adopted unanimously.



City of Blaine

City Council Workshop

February 10, 2025 | 3:00 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 at by Mayor Pro Tem Robertson at 3:00PM followed by Roll Call.

2. Roll Call

PRESENT: Mayor Tim Sanders (arrived at 3:20PM), Councilmembers Terra Fleming, Chris Ford, Leslie Larson (arrived at 3:09PM), Chris Massoglia (arrived at 3:08PM), Tom Newland, and Jess Robertson.

ABSENT: None.

ALSO PRESENT: City Manager Michelle Wolfe; Community Development Director Erik Thorvig; Director of Administrative Services Scott Johnson; Safety Services Director/Police Chief Brian Podany; Director of Engineering Dan Schluender; Finance Director Jason Zimmerman; Finance Analyst Nikki Beckers; Human Resources Manager Lori Carbajal; Assistant Community Development Director Sheila Sellman; Senior Park & Recreation Manager Jerome Krieger; Public Works Director Nick Fleischhacker; and City Clerk Cathy Sorensen

3. New Business

- 3.1.** 2025-48 Alternative Revenue Sources & 2026 Budget
Sponsors: Jason Zimmerman, Finance Director

The council reviewed several elements of possible alternative revenue sources and 2026 budget. Council consensus was to explore implementation of franchise fees for special services, wetland credits, cannabis, electric, gas and streetlights.

- 3.2.** 2025-49 Visioning, Future Development and Procedures Discussion
Sponsors: Erik Thorvig, Community Development Director

The council reviewed and provided input on staff's presentation of visioning, future development, and procedures discussion for community development.

- 3.3.** 2025-50 Proposed Council Code of Conduct, Rules of Order and Procedure, and IT Use Policy Amendments
Sponsors: Cathy Sorensen, City Clerk

The council reviewed and provided direction of proposed amendments to the council code of conduct, rules of order and procedure, and IT use policy for automatic email responses and provided staff direction for formal consideration and adoption at a future council meeting.

- 3.4.** 2025-51 Closed Session Pursuant to MN Statute 13D.05(3)(c)(3) - Discuss Potential Purchase of Portions of Land Identified as PIDs 11-31-23-12-0003 and 11-31-23-11-0001 Located at the Southwest Corner of 125th Avenue and Lexington Avenue
Sponsors: Erik Thorvig, Community Development Director

After a motion, second, and approval, council moved into closed session to discuss potential purchase of portions of land located at the southwest corner of 125th Avenue and Lexington Avenue.

4. Other Business

Councilmember Massoglia requested an item be added to a March workshop regarding budget policy, tax rates, and service levels.

5. Adjournment

Mayor Sanders adjourned the council retreat at 9:15PM.



City of Blaine Staff Report

File Number: 2025-59

Agenda Date

February 19, 2025

Status

In Control

City Council

File Type

Motion

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

Agenda Item # 7.3

Approve Annual Payment of JLEC Shared Costs for Public Safety Data System (PSDS)

Executive Summary

Staff requests Council approval of the 2025 payment of \$118,268.00 for the annual shared costs of the Public Safety Data System (PSDS), pursuant to Section 6.05 of the City Charter which requires Council approval of all purchases or contracts over \$50,000.

Background

The Anoka County Joint Law Enforcement Council (JLEC) is a collaborative group comprising every law enforcement agency in Anoka County as well as elected officials from those entities. Together, they fund the Public Safety Data System (PSDS). The Blaine Police Department is part of this collaborative group and uses the PSDS software for our Records Management System, as well as the Computer Aided Dispatch system, and other collaborative items. Each year the Blaine Police Department is responsible for paying their shared costs of the PSDS system. This payment of \$118,268.00 represents those costs.

Strategic Plan Relationship

The PSDS system ensures that the Blaine Police Department has the needed software and resources to provide the essential public safety services to the community.

Board/Commission Review

Financial Impact

Funding for this expenditure was appropriated within the Police Departments 2025 General Fund operating budget, under the Police Records sub-division.

Public Outreach/Input

Staff Recommendation

Council approve the PSDS annual payment.

Attachment List

None



City of Blaine

Staff Report

File Number: RES 25-39

Agenda Date	Status
February 19, 2025	
In Control	File Type
City Council	Resolution

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

Agenda Item # 7.4

Resolution to Approve an Amendment to 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. One candidate that had been extended a conditional job offer was disqualified during the background investigation, leaving us with one cadet and an amended grant award of \$50,000. Time constraints did not allow us to seek a replacement candidate.

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

Financial Impact

	Original	Amended
Budget Category		
Personnel Compensation The cadets will be compensated at \$25.00/hour for the 5 days/week, 9 hours/day, 22-week training program	\$49,500.00	\$24,750.00
Payroll Tax and Fringe Benefits Are generally calculated at 29.32%	\$14,514.00	\$7,257.00
Training The ICPOET cohort training program at either Alexandria Technical Community College or Hennepin Technical College for two cadets	\$41,200.00	\$20,600.00
Total	\$105,214.00	\$52,607.00
Total Less the ICPOET Grant Award Amount	(\$100,000.00)	(\$50,000.00)
TOTAL COST TO THE POLICE DEPARTMENT	\$5,214.00	\$2,607.00

Public Outreach/Input

Staff Recommendation

Approve the amended ICPOET Grant Agreement with reduced incurred costs for the police department.

Attachment List

1. 2025 ICPOET Grant Contract Agreement Amendment



City of Blaine

Signature Copy

Resolution: RES 25-39

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

WHEREAS, on October 21, 2024, the City of Blaine entered into a grant agreement with the MN Department of Public Safety, Office of Justice Programs to receive grant funding up to \$100,000.00 for the purpose of Intensive Comprehensive Peace Officer Education and Training under Resolution 24-204; and

WHEREAS, the Intensive Comprehensive Peace Officer Education and Training (ICPOET) grant provided funding for two police trainee cadets; and

WHEREAS, the Blaine Police Department's recruiting efforts resulted in the successful hiring of just one police trainee cadet; and

WHEREAS, ICPOET grant related time constraints resulted in the inability to successfully recruit an additional cadet applicant; 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 and/or amend their terms 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 amended 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 approve the following amended revenue increases to the 2025 budget:

Fund	Amount
General Fund – State Grants 101.40.460.462-3320	\$50,000

General Fund - Compensation 01.40.460.462-4101	\$24,750
General Fund – PERA 101.40.460.462-4121	\$4,381
General Fund – Medicare 101.40.460.462-4123	\$359
General Fund – Workers Compensation 101.40.460.462-4151	\$2,517
General Fund – Training 101.40.460.466-4402	\$20,600

PASSED by the City Council of the City of Blaine on this 19th day of February 2025.



Grant Contract Agreement Amendment

Page 1 of 2

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 2024 Grant Contract Agreement No.: A-ICPOE-2025-BLAINEPD-018 Grant Contract Amendment No.: 1																
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																
Grant Matching Requirement: <table><tr><td>Original Agreement Amount</td><td>\$0.00</td></tr><tr><td>Previous Amendment(s) Total</td><td>\$0.00</td></tr><tr><td>Current Amendment Amount</td><td>\$0.00</td></tr><tr><td>Total Agreement Amount</td><td>\$0.00</td></tr></table>	Original Agreement Amount	\$0.00	Previous Amendment(s) Total	\$0.00	Current Amendment Amount	\$0.00	Total Agreement Amount	\$0.00	Grantee Contract Agreement Amount: <table><tr><td>Original Agreement Amount</td><td>\$100,000.00</td></tr><tr><td>Previous Amendment(s) Total</td><td>\$0.00</td></tr><tr><td>Current Amendment Amount</td><td><u>(\$50,000.00)</u></td></tr><tr><td>Total Agreement Amount</td><td><u>\$50,000.00</u></td></tr></table>	Original Agreement Amount	\$100,000.00	Previous Amendment(s) Total	\$0.00	Current Amendment Amount	<u>(\$50,000.00)</u>	Total Agreement Amount	<u>\$50,000.00</u>
Original Agreement Amount	\$0.00																
Previous Amendment(s) Total	\$0.00																
Current Amendment Amount	\$0.00																
Total Agreement Amount	\$0.00																
Original Agreement Amount	\$100,000.00																
Previous Amendment(s) Total	\$0.00																
Current Amendment Amount	<u>(\$50,000.00)</u>																
Total Agreement Amount	<u>\$50,000.00</u>																
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																

In this Amendment deleted agreement terms will be struck out and added agreement terms will be underlined.

The Original Grant Contract Agreement and all previous amendments are incorporated into this amendment by reference.

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 Agreement No./PO 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: _____

-continued-



Grant Contract Agreement Amendment

Page 2 of 2

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS

Grantee

State's Authorized Representative

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		\$0.00			
Total		\$25,000.00			
Payroll Taxes and Fringe					
Fringe benefits for Cadet 1		\$4,400.00			
Fringe benefits for Cadet 2		\$0.00			
Total		\$4,400.00			
Travel and Training					
Training/Education of Cadet 1		\$20,600.00			
Training/Education of Cadet 2		\$0.00			
Total		\$20,600.00			
Total		\$50,000.00			

MINNESOTA DEPARTMENT OF PUBLIC SAFETY

Amendment Justification: 01/29/2025

Date of Request:		1/29/2025		
Narrative				
Reducing grant from two to one cadet @ \$50,000				
Amendment Worksheet				
Line Item	Current Budget \$	Increase or (Decrease)	New Budget Amount	Additional Detail on Change
Payroll Taxes and Fringe (Award: \$4,400.00) - Fringe benefits for Cadet 1	\$4,400.00	\$0	\$4,400.00	
Payroll Taxes and Fringe (Award: \$4,400.00) - Fringe benefits for Cadet 2	\$4,400.00	(\$4,400.00)	\$0	
Personnel (Award: \$25,000.00) - Personnel Costs (Salary) for Cadet 1	\$25,000.00	\$0	\$25,000.00	
Personnel (Award: \$25,000.00) - Personnel Costs (Salary) for Cadet 2	\$25,000.00	(\$25,000.00)	\$0	
Travel and Training (Award: \$20,600.00) - Training/Education of Cadet 1	\$20,600.00	\$0	\$20,600.00	
Travel and Training (Award: \$20,600.00) - Training/Education of Cadet 2	\$20,600.00	(\$20,600.00)	\$0	
TOTAL	\$100,000.00	(\$50,000.00)	\$50,000.00	



City of Blaine Staff Report

File Number: 2025-60

Agenda Date	Status
February 19, 2025	
In Control	File Type
City Council	Motion

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

Agenda Item # 7.5

Motion to Authorize the Mayor and City Manager to Enter into a Contract with Bolton & Menk for Construction Services for Lift Station 13 Force Main Project - Phase 2, Improvement Project No. 23-30

Executive Summary

Council is requested to approve a contract with Bolton & Menk, Inc. for construction services for the Lift Station 13 Force Main Project - Phase 2 project, Improvement Project No. 23-30 in the amount of \$348,974.

Background

On October 16, 2023 Council entered a contract with Bolton & Menk, Inc. for Engineering Design Services of Lift Station 13 Force Main - Phase 2 project with Motion 2023-493. On February 3, 2025 Council accepted a bid from Minger Construction Companies, Inc. for the Lift Station 13 Force Main - Phase 2 project, Improvement Project No. 23-30 with Resolution No. 25-31.

The Engineering Department recently requested and received a proposal for construction services for the Lift Station 13 Force Main - Phase 2 project from Bolton & Menk, Inc. in the amount of \$348,974. Bolton & Menk, Inc. is in the council approved engineer consultant pool. Staff has reviewed this proposal and determined the fees are justified and reasonable. City Council is also asked to approve a 10% contingency to bring the total project budget to \$383,871.

Strategic Plan Relationship

This project aligns with the City's strategic plan goal of well-maintained infrastructure by providing high quality sewer services. This action relates directly to the City of Blaine Strategic Plan Item No. 6 - Well Maintained Infrastructure and Desired Outcome - Reliable Utility Systems. This work will improve the conditions of Lift Station 13 facilities to meet system demands and maintain the quality of the City's infrastructure.

Board/Commission Review

Not required.

Financial Impact

The project was included in both the 2021-2025 and 2023-2027 Capital Improvement Programs, with appropriations of \$650,000 in 2021 and \$6,000,000 in 2023. The funding provided for in 2021 was to be from Sewer reserves and the 2023 funding was split evenly with \$3,000,000 each from the American Rescue Plan Act (ARPA) as approved on [December 5, 2022](#) and series 2023A bonds which were sold on [December 4, 2023](#).

Initial spending for this project was approved on [February 1, 2021](#) for professional engineering services. Since 2021, additional design and preliminary engineering services have been procured and on February 3, 2025 the City Council approved a bid from Minger Construction to replace 2,700 feed of force main and the existing lift station.

With the project exceeding budget and the construction timeline extending into 2026, additional funds will be requested as part of the 2026-2030 CIP, likely as part of the annual bonding process, if another funding source can not be identified.

Sanitary Sewer Fund	Budget
Lift Station #13 Project Budget Appropriations (2021 and 2023)	\$6,650,000.00
Expenses to Date	(\$2,149,842.04)
Minger Construction Contract	(\$5,472,490.38)
Bolton & Menk Design Services Contract (proposed)	(\$348,974.00)
Budget under/(over)	(\$1,321,306.42)

Public Outreach/Input

Not required.

Staff Recommendation

By motion, authorize the Mayor and City Manager to enter into a contract with Bolton & Menk, Inc. in the amount of \$348,974 for construction services for the Lift Station 13 Force Main - Phase 2 project, Improvement Project No. 23-30. In addition, authorize a 10% contingency to bring the total project budget to \$383,871 and authorize the Director of Engineering to sign all change orders up to the authorized project budget amount.

Attachment List

1. 23-30 BMI Construction Services Proposal



Real People. Real Solutions.

3507 High Point Drive North
Bldg. 1 Suite E130
Oakdale, MN 55128

Ph: (651) 704-9970
Bolton-Menk.com

February 7, 2025

Cody Sylvester, P.E.
Project Engineer
City of Blaine
10801 Town Square Drive NE
Blaine, MN 55449

RE: Proposal for **Construction Services** for Lift Station 13 Force Main Project – Phase 2
City of Blaine, MN

Mr. Sylvester:

The following project scope and proposed fees have been prepared as requested to complete the construction services for the referenced project:

Project Scope

Task 4 – Construction Staking

Complete all construction staking for the project.

Task 5 – Construction Observation and Administration

Perform full time on-site construction observation during the project. Services to be provided include:

- Ensure compliance with project drawings, specifications, and expectations
- Review shop drawings, submittals, and requests for information
- Coordinate and document construction materials testing
 - Construction materials testing services are not included in this proposal
- Document project quantities and review Contractor's pay requests
- Prepare field orders and change orders if necessary
- Prepare weekly inspection reports
- Coordinate and attend construction meetings
- Monitor and maintain all required documentation
- Provide quality assurance inspection for SWPPP
- Ongoing communication and coordination with City staff, residents, and affected businesses
- Punchlist preparation and follow up
- Obtain as-built information as appropriate and prepare record drawings.

Proposed Fee

The following table summarizes our fees for each task. An itemized breakdown of our engineering fees is shown in the attached Fee Schedule.

Estimated Fees		
Task	Description	Amount
4	Construction Staking	\$36,108
5	Construction Observation/Admin	\$312,866
	Total Estimated Fee	\$348,974

Tasks 4 and 5 are estimated amounts based on typical construction timelines and anticipated services. Actual costs and time spent shall be invoiced hourly.

Note: Task 1 – Preliminary Survey Services, Task 2 – System Analysis, and Task 3 – Final Design Services were included in a previous proposal.

Proposed Project Schedule

Construction would commence during the summer of 2025 and be completed in the summer of 2026 as shown in the following schedule:

Project Schedule	
Bid Opening (complete)	January 28, 2025
Council Awards Contract (complete)	February 3, 2025
Construct Improvements (anticipated)	May 2025 - July 2026

Acceptance

Please indicate your acceptance of this proposal by signing on the signature block below and returning a copy to us.

We appreciate the opportunity and look forward to working with you on this project. If you have any questions regarding this proposal, please contact me at 651-728-3172.

Bolton & Menk, Inc.



Michael Warner, P.E.
Principal Engineer

Attachments:
Fee Schedule

City of Blaine

By: _____

Printed Name: Tim Sanders

Title: Mayor

Date: _____

By: _____

Printed Name: Michelle Wolfe

Title: City Manager

Date: _____

Fee Schedule: Lift Station 13 Force Main Project - Phase 2 (Construction Services)

Task No.	Work Task Description	Principal Engineer / Project Manager	Project Engineer / Construction Manager	Design Engineer / Construction Observer	Environmental Project Manager	Environmental Project Engineer	Water/Wastewater Technician	Senior Structural Engineer	Structural Design Engineer	Coatings Specialist	Stormwater Project Manager	Natural Resources Specialist	Survey Technician	Survey Manager	Surveyor	Office Administrator	Total Hours	Total Cost
Task 4 - Construction Staking																		
4.1	Control														20		20	\$3,900
4.2	Prepare stake out data / files		8										36				44	\$6,416
4.3	Staking														100		100	\$19,500
4.4	Project management / coordination	4	8											20			32	\$6,292
	Sub-Total Task 1																	\$36,108
Task 5 - Construction Observation and Administration																		
5.1	Construction Observation		240	860	60	50		80	130	12							1432	\$234,680
5.2	Construction Administration	24		80	50	50	4	40	40	2	16	8				28	342	\$60,756
5.3	As-Builts		1	20	2	6	20								4		53	\$9,430
5.4	Electrical Subconsultant (Design Tree)																	\$8,000
	Sub-Total Task 3																	\$312,866
	Total Hours	28	257	960	112	106	24	120	170	14	16	8	36	20	124	28	2023	
	Hourly Rate	\$204.00	\$172.00	\$152.00	\$204.00	\$165.00	\$202.00	\$261.00	\$145.00	\$205.00	\$190.00	\$160.00	\$140.00	\$205.00	\$195.00	\$124.00		
	Total Cost	\$5,712	\$44,204	\$145,920	\$22,848	\$17,490	\$4,848	\$31,320	\$24,650	\$2,870	\$3,040	\$1,280	\$5,040	\$4,100	\$24,180	\$3,472		\$348,974



City of Blaine

Staff Report

File Number: ORD 25-2574

Agenda Date	Status
February 19, 2025	
In Control	File Type
City Council	Motion

Approval of Consent Agenda: - Ben Hayle, Communications Manager

Agenda Item # 7.6

Second Reading

Ordinance Amending Appendix C - Franchises Article II. - Cable Television Franchise

Executive Summary

The Council is asked to review and approve the City's cable franchise ordinance, extending the City's current Comcast Cable Franchise for five years.

Background

The Council is asked to hold second reading and adopt the City's cable franchise ordinance, extending the City's current Comcast Cable Franchise for five years. First reading was held on February 3 and no changes have been made since first reading.

This ordinance preserves all of the provisions of the current franchise, as well as:

- The January 29, 1996, Memorandum of Understanding (MOU)
- The 1997 Resolution Transferring Community Television Programming Responsibilities from Group W of the North Central Suburbs, d/b/a Meredith Cable to the North Central
- The Franchise Settlement Agreement dated December 17, 2014

The ordinance was drafted by North Metro Telecommunications Commission Attorney Mike Bradley. Comcast has already reviewed and approved this ordinance. Since the current cable franchise was granted by an ordinance, the North Metro Telecommunications Commission is recommending that the extension also be granted by ordinance.

Strategic Plan Relationship

N/A

Board/Commission Review

This extension was approved and is recommended by the North Metro Telecommunications Commission and the Commission's Operations Committee.

Financial Impact

Having a long term franchise extension helps remove uncertainty regarding the types of expenses that can be charged to the City's communication fund.

Public Outreach/Input

N/A

Staff Recommendation

Adopt the franchise extension and subsequent ordinance amendment as presented.

Attachment List

None



City of Blaine

Signature Copy

Ordinance: ORD 25-2574

Second Reading

Ordinance Amending Appendix C - Franchises Article II. - Cable Television Franchise

THIS AGREEMENT, effective upon passage and acceptance, between the City of Blaine, Minnesota (the "City"), and Comcast of Minnesota, Inc., a Minnesota corporation ("Comcast").

WHEREAS, the City granted Comcast a non-exclusive franchise to construct, operate and maintain a cable television system through a cable television franchise ordinance accepted and agreed upon by Comcast (the "Franchise");

WHEREAS, the City, is a member of the North Metro Telecommunications Commission (the "Commission");

WHEREAS, Comcast and the Commission are parties to (1) a Memorandum of Understanding (MOU) dated January 29, 1996; (2) the 1997 Resolution Transferring Community Television Programming Responsibilities from Group W of the North Central Suburbs, d/b/a Meredith Cable to the North Central; and (3) the Franchise Settlement Agreement dated December 17, 2014 (collectively the "Agreements");

WHEREAS, the term of the Franchise expired on or about December 31, 2020, and Comcast continued to operate under the terms and conditions of the Franchise; and

WHEREAS, the parties desire to extend the current Franchise and Agreements.

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

Section 1. Section 2.4 of the Franchise is hereby amended by extending the term of such Franchise through and including June 30, 2030. The Parties do not waive any rights under Section 626 of the Federal Cable Act and agree that Grantee shall not be required to file an additional Section 626 Letter to preserve its rights to formal proceedings under the Franchise.

Section 2. Except as specifically modified hereby, the Franchise shall remain in full force and effect.

Section 3. Neither party waives any rights under law as a result of agreeing to this Franchise extension.

Section 4. The Agreements shall remain effective so long as Comcast, including any successors or assigns, continues to operate under the Franchise, including as it may be extended pending the completion of the renewal process. Neither the Commission nor Comcast may terminate the Agreements prior to renewal.

PASSED by the City Council of the City of Blaine this 19th day of February, 2025.

City of Blaine

Tim Sanders, Mayor

ATTEST

City Clerk

APPROVED AS TO FORM

City Attorney

Acceptance by Comcast

Comcast agrees to the terms and conditions of this Ordinance and Franchise Extension Agreement.

Comcast Of Minnesota, Inc.

Kalyn Hove, Regional Senior Vice President, Comcast Midwest Region
Date: _____

Acceptance by North Metro Telecommunications Commission

North Metro Telecommunications Commission

Barbara Goodboe-Bisschoff, Commission Chair
Date: _____



City of Blaine Staff Report

File Number: RES 25-33

Agenda Date	Status
February 19, 2025	
In Control	File Type
City Council	Resolution

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

Agenda Item # 8.1

Order Improvement and Order Preparation of Plans and Specifications for the 2025 Street Rehabilitation Project, Improvement Project No. 25-05 (T2505)

Executive Summary

Council is asked to conduct the public hearing and consider ordering the improvements and preparation of the project plan and specification for the 2025 Street Rehabilitation Project.

Background

Notice for this hearing has been published and mailed. An open house for affected property owners was held on February 6, 2025.

The proposed project will rehabilitate the following streets:

Project Area 1:

- Lakes Parkway (from Radisson Road to the dead end 120' east of Rendova Street)

Project Area 2:

- Baltimore Street (from 120' south of 99th Lane to 99th Lane)
- 99th Lane (from Baltimore Street to Davenport Street)

Project Area 3:

- Baltimore Street (from 94th Lane to 300' south of 99th Avenue)

Project Area 4:

- Baltimore Street (from 93rd Lane to 94th Lane)

The proposed project will rehabilitate Lakes Parkway from Radisson Road to its terminus 120' east of Rendova Street and Baltimore Street from 300' south of 99th Avenue to 94th Lane. Both areas will include a 2.5" pavement mill, minor spot concrete curb repair, bituminous pavement overlay, and appurtenant construction. The project will also include the partial reconstruction of Baltimore Street from 120' south of 99th Lane to the east along 99th Lane to Davenport Street, and Baltimore Street from 93rd Lane to 94th Lane. This project area will include spot concrete curb and gutter replacement (Area 3), concrete ribbon curb installation (Area 4), bituminous pavement replacement, and appurtenant construction.

The estimated cost of these proposed improvements is \$2,741,237 with \$110,957 to be assessed to the benefitting properties over a 5-year period for mill and overlay and bituminous replacement and 15-year period for partial reconstruction. Replacement of existing sanitary sewer castings/rings at an estimated cost of \$12,155 and adjustment of gate valves at an estimated cost of \$6,864 is proposed to be paid for by City Public Utility Funds. The remaining portion of \$2,611,261 is proposed to be paid from the City's Pavement Management Program Fund and the Municipal State Aid Street (MSAS) Funds.

The project is necessary, cost-effective, and feasible and will result in a benefit to the properties.

The proposed project is necessary, cost-effective, and feasible and will result in a benefit to the properties proposed to be assessed.

Schedule of Actions

July 15, 2024	Initiate Project and Order Preparation of Feasibility Report
February 3, 2025	Receive Feasibility Report and Order Public Hearing
February 6, 2025	Public Information Meeting
February 19, 2025	Hold Public Hearing, Order Improvement, and Order Preparation of Plans and Specifications
April 7, 2025	Approve Plans & Specifications and Order Advertisement for Bids
April 29, 2025	Open Bids
May 5, 2025	Award Contract
May-September 2025	Construction of Improvements
Spring 2026	Assess Improvements
January 2027	First Assessment Payment Due with Real Estate Taxes

Strategic Plan Relationship

The project aligns with the City's strategic initiatives for Growth Management and providing a Well Maintained Infrastructure by providing high-quality street surfaces.

Board/Commission Review

N/A

Financial Impact

The project will be funded by a combination of assessments, Municipal State Aid Funds and bond proceeds placed in the City Pavement Management Program Fund and Public Utility Funds. The 2024-2028 Capital Improvement Plan (CIP) included \$399,500 in project funding for consulting and the 2025 project budget approved within the 2025-2029 CIP is \$2,115,000 for consulting, construction, and contingencies, bringing the total project budget to \$2,514,500. To date, \$101,053 has been encumbered.

With estimated improvement costs of \$2,741,237, budgetary adjustments may be requested of the Council. Typically, no budget amendments are presented until construction bids are opened and awarded by the City Council.

Funding Source	2024 Adopted Budget	2025 Adopted Budget	Total Appropriations
PMP Funds	\$399,500	\$180,000	\$579,500
Municipal State Aid Funds	-	\$1,700,000	\$1,700,000
Special Assessments	-	\$100,000	\$100,000
Water Utility Funds	-	\$70,000	\$70,000
Sewer Utility Funds	-	\$65,000	\$65,000
Total	\$399,500	\$2,115,000	\$2,514,500

Public Outreach/Input

The project will follow the public outreach guidelines set forth in MN Chapter 429 Statutes.

Staff Recommendation

Conduct the public hearing and by motion, approve the Resolution.

Attachment List

1. 25-05 Project Area Map



City of Blaine

Signature Copy

Resolution: RES 25-33

Order Improvement and Order Preparation of Plans and Specifications for the 2025 Street Rehabilitation Project, Improvement Project No. 25-05 (T2505)

WHEREAS, Resolution No. 25-30 the Blaine City Council, adopted on the 3rd day of February, 2025, ordered a public hearing on the proposed project; and

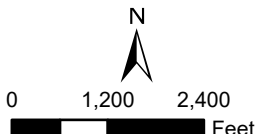
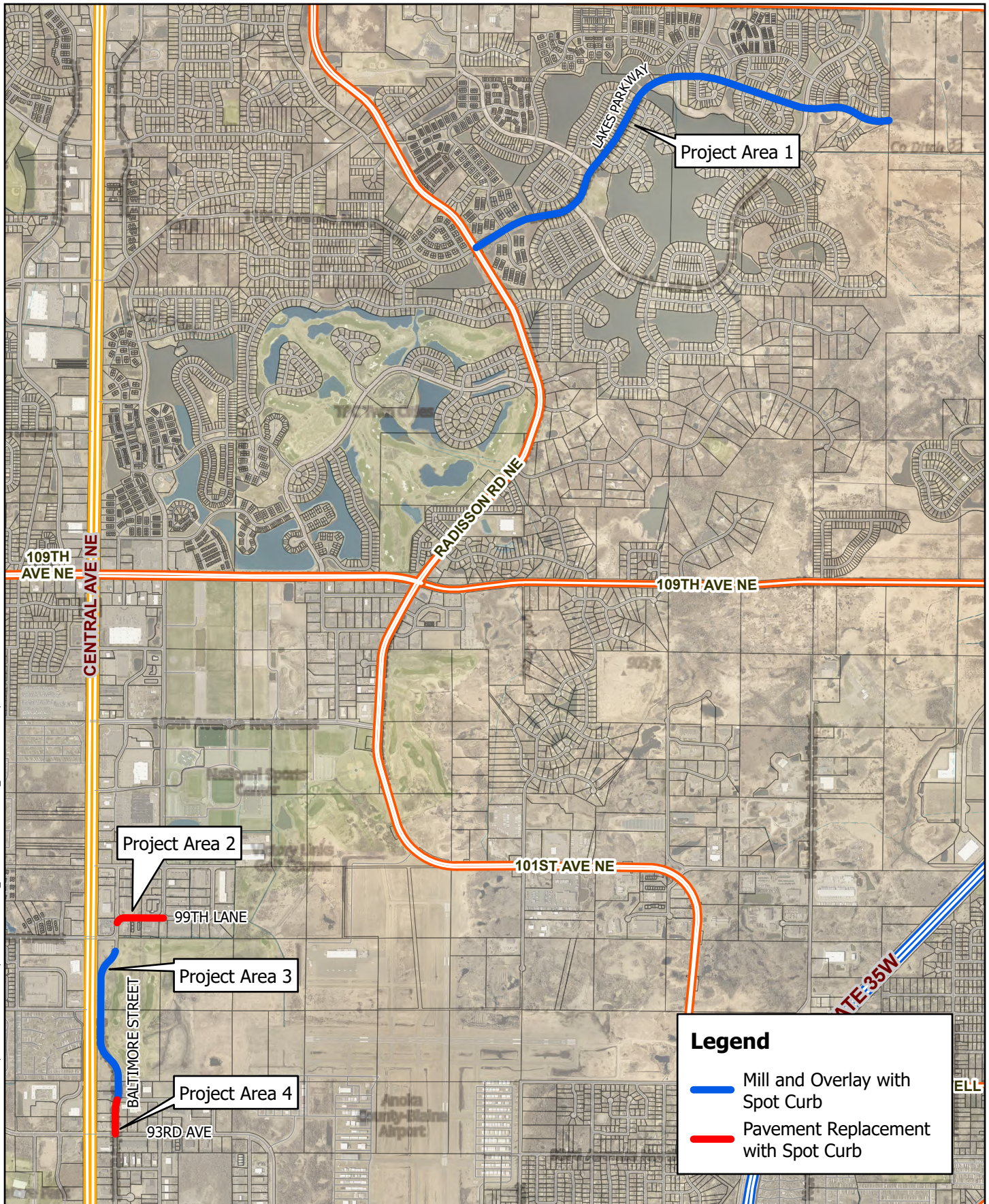
WHEREAS, the required notices were published and mailed to benefitting property owners, and the public hearing was held on the 19th day February, 2025, at which time all persons desiring to be heard were given an opportunity to be heard.

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

1. Such improvements are hereby ordered as proposed in the Feasibility Report, which was accepted by Resolution No. 25-30 adopted on the 3rd day of February, 2025.
2. The City Engineer is hereby designated as the Engineer for this improvement and is directed to prepare plans and specifications for the making of this improvement.
3. The City Council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of tax exempt bonds.

PASSED by the City Council of the City of Blaine this 19th day of February, 2025.

Path: X:\AEBIBLAIN\Common\Proposals\2025 Streets Report\For GIS\BLAIN_2025StreetsRFP\BLAIN_2025StreetsRFP.aprx



Print Date: 7/5/2024

Map by: tschwarz
Projection: NAD 1983 HARN Adj MN
Anoka County
Source: Anoka County, City of Blaine
& SEH, Inc

2025 Street Rehabilitation

Blaine, Minnesota

Exhibit
1

This map is neither a legally recorded map nor a survey map and is not intended to be used as one. This map is a compilation of records, information, and data gathered from various sources listed on this map and is to be used for reference purposes only. SEH does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and SEH does not represent that the GIS Data can be used for navigational, tracking, or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. The user of this map acknowledges that SEH shall not be liable for any damages which arise out of the user's access or use of data provided.



City of Blaine Staff Report

File Number: RES 25-35

Agenda Date	Status
February 19, 2025	
In Control	File Type
City Council	Resolution

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

Agenda Item # 8.2

Order Improvement and Order Preparation of Plans and Specifications for the Zest Street and Lakes Parkway Construction, Improvement Project No. 25-04 (T2504)

Executive Summary

Council is asked to conduct the public hearing and consider ordering the improvements and preparation of the project plan and specification for the Zest Street and Lakes Parkway Construction Project.

Background

Notice for this hearing has been published and mailed.

The proposed project will reconstruct the following streets:

- Zest Street NE (from Lakes Parkway to about 870' north)
- Lakes Parkway NE (from Lexington Avenue to about 850' west)

The proposed improvements along Zest Street NE and Lakes Parkway NE will include the construction of bituminous roadway pavement, concrete curb and gutter, concrete sidewalk, bituminous trail, and concrete pedestrian ramps meeting ADA requirements. The proposed improvements will also include extension of water and sanitary sewer services to adjacent properties, adjustment of gate valves and hydrants, adjustment of manholes, construction of storm sewer systems along both roadways, construction of a stormwater basin (BMP), and construction of signal system loop detectors.

The estimated cost of proposed improvements is \$1,785,502 with \$734,330 proposed to be assessed to the benefitting properties over a 15-year period. The remaining project cost is proposed to be funded with \$17,038 from the Sanitary Sewer Fund, \$69,296.37 from the Water Utility Fund, and \$964,838 from State Aid Funds.

The proposed project is necessary, cost-effective, and feasible and will result in a benefit to the properties proposed to be assessed.

Schedule of Actions

July 15, 2024	Initiate Project and Order Preparation of Feasibility Report
February 3, 2025	Receive Feasibility Report and Order Public Hearing
February 19, 2025	Hold Public Hearing, Order Improvement, and Order Preparation of Plans and Specifications
March 2025	Approve Plans & Specifications and Order Advertisement for Bids
April 2025	Open Bids
May 2025	Award Contract
May-October 2025	Construction of Improvements
Spring 2026	Assess Improvements
January 2027	First Assessment Payment Due with Real Estate Taxes

Strategic Plan Relationship

The project aligns with the City's strategic initiatives for Growth Management and providing a Well Maintained Infrastructure by providing high-quality street surfaces.

Board/Commission Review

N/A

Financial Impact

This project was previously identified in the 2024-2028 Capital Improvement Program (CIP) as "Zest Street from Lakes Parkway to 125th Avenue Improvements", which was adopted by the City Council via resolution 23-207 on December 18, 2023. The 2024-2028 CIP includes \$225,000 for consulting in 2024 and the 2025 project budget approved within the 2025-2029 CIP is \$2,837,500 for consulting, construction and contingencies, bringing the total project budget to \$3,062,500. To date, \$92,987 has been encumbered.

Funding Sources	2024	2025	Total
MSA Construction	\$225,000	\$1,800,000	\$2,025,000
Special Assessments	-	\$937,000	\$937,000
Water Utility Funds	-	\$60,000	\$60,000
Sewer Utility Funds	-	\$40,000	\$40,000
Total	\$225,000	\$2,837,500	\$3,062,500

Public Outreach/Input

The project will follow the public outreach guidelines set forth in MN Chapter 429 Statutes.

Staff Recommendation

Conduct the public hearing and by motion, approve the Resolution.

Attachment List

1. Project Location Map



City of Blaine

Signature Copy

Resolution: RES 25-35

Order Improvement and Order Preparation of Plans and Specifications for the Zest Street and Lakes Parkway Construction, Improvement Project No. 25-04 (T2504)

WHEREAS, Resolution No. 25-26 the Blaine City Council, adopted on the 3rd day of February 2025, ordered a public hearing on the proposed project; and

WHEREAS, the required notices were published and mailed to benefitting property owners, and the public hearing was held on the 19th day of February 2025, at which time all persons desiring to be heard were given an opportunity to be heard.

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

1. Such improvements are hereby ordered as proposed in the Feasibility Report, which was accepted by Resolution No. 25-26 adopted on the 3rd day of February 2025.
2. The City Engineer is hereby designated as the Engineer for this improvement and is directed to prepare plans and specifications for the making of this improvement.
3. The City Council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of tax-exempt bonds.

PASSED by the City Council of the City of Blaine this 19th day of February 2025.



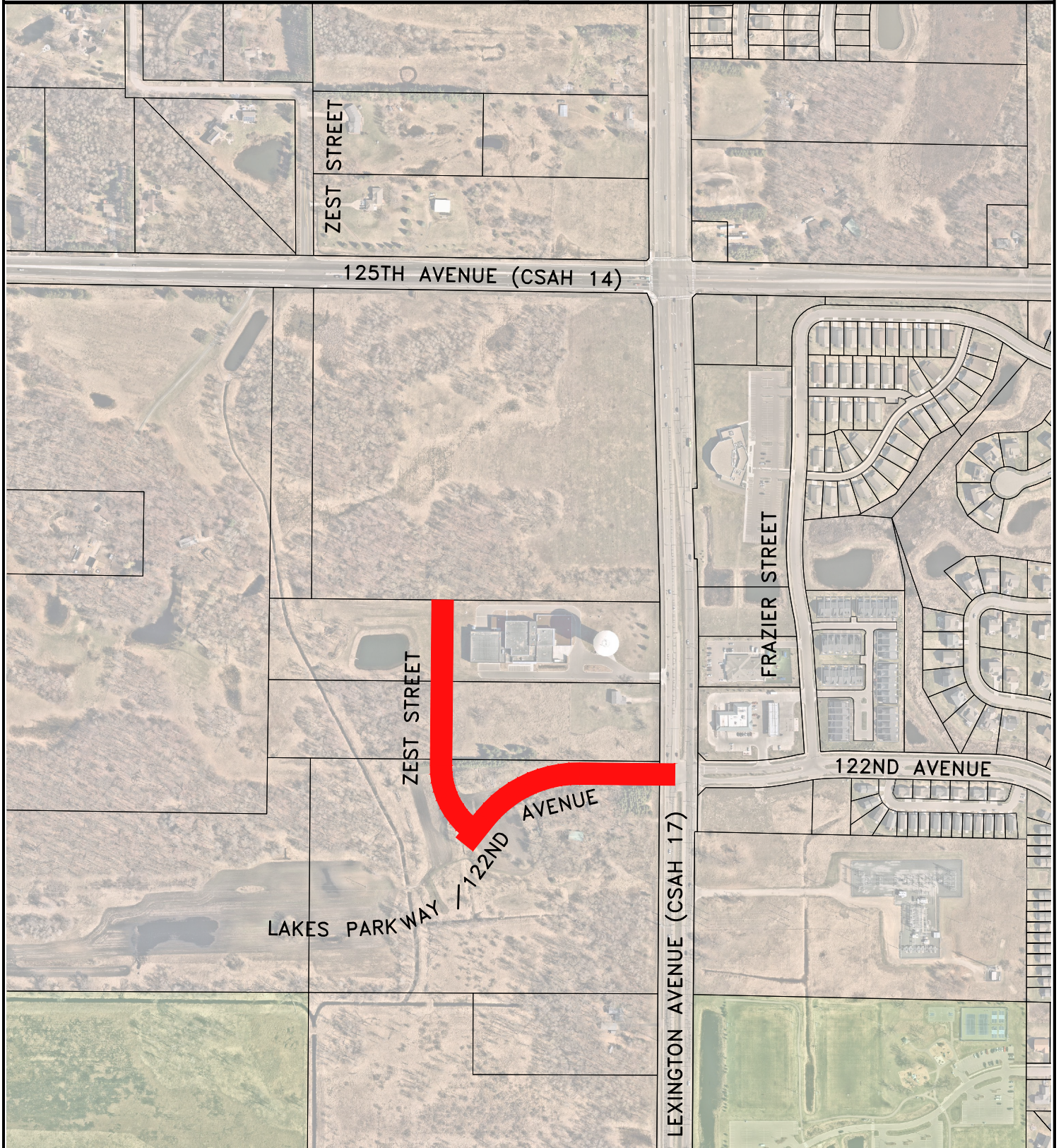
CITY OF BLAINE

LOCATION MAP



2025 ZEST STREET CONSTRUCTION PROJECT

— PROPOSED PROJECT LOCATION





City of Blaine Staff Report

File Number: 2025-61

Agenda Date	Status
February 19, 2025	
In Control	File Type
City Council	Motion

Administration - Daniel Schluender, Director of Engineering

Agenda Item # 10.1

Motion to Authorize Mayor and City Manager to Enter into a Contract with Short Elliott Henrickson, Inc. (SEH) for Professional Design and Construction Services for the 2025 Street Rehabilitation Project, Improvement Project No. 25-05 (T2505)

Executive Summary

Council is requested to approve a contract for professional services for final design and construction services for the 2025 Street Rehabilitation Project, Improvement Project No. 25-05 (T2505) in the amount of \$269,700.

Background

On July 15, 2024 Council initiated the 2025 Street Rehabilitation Project, Improvement Project No. 25-05 (T2505) with Resolution No. 24-135. At the July 15, 2024 Council meeting, SEH, which is one of the engineering firms in the pre-approved consultant pool approved by Council, was awarded a contract to prepare the preliminary design and a feasibility report. At that time, it was stated that after completion of the feasibility report and upon ordering the improvements, a contract for final design and construction services would be negotiated with SEH.

The Engineering Department recently requested and received a proposal for final design and construction services for the 2025 Street Rehabilitation Project from SEH in the amount of \$269,700. Staff has reviewed this proposal and determined that the fees are justified and reasonable. City council is also asked to approve a 10% contingency to bring the total project budget to \$296,670.

This project will be funded through proposed project assessments, Pavement Management Program funds, Public Utility funds, and Municipal State Aid System funds.

Strategic Plan Relationship

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

Board/Commission Review

Not required.

Financial Impact

The project will be funded by a combination of assessments, Municipal State Aid Funds and bond proceeds placed in the City Pavement Management Program Fund and Public Utility Funds. The 2024-2028 Capital Improvement Plan (CIP) included \$399,500 in project funding for consulting and the 2025 project budget approved within the 2025-2029 CIP is \$2,115,000 for consulting, construction, and contingencies, bringing the total project budget to \$2,514,500. To date, \$101,053 has been encumbered. If approved, this contract will bring the total amount encumbered to \$397,723.

With estimated improvement costs of \$2,741,237, budgetary adjustments may be requested of the Council. Typically, no budget amendments are presented until construction bids are opened and awarded by the City Council.

Funding Source	2024 Adopted Budget	2025 Adopted Budget	Total Appropriations
PMP Funds	\$399,500	\$180,000	\$579,500
Municipal State Aid Funds	-	\$1,700,000	\$1,700,000
Special Assessments	-	\$100,000	\$100,000
Water Utility Funds	-	\$70,000	\$70,000
Sewer Utility Funds	-	\$65,000	\$65,000
Total	\$399,500	\$2,115,000	\$2,514,500

Public Outreach/Input

The project will follow the public outreach guidelines set forth in MN Chapter 429 Statutes.

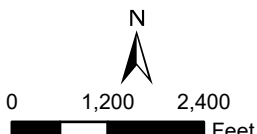
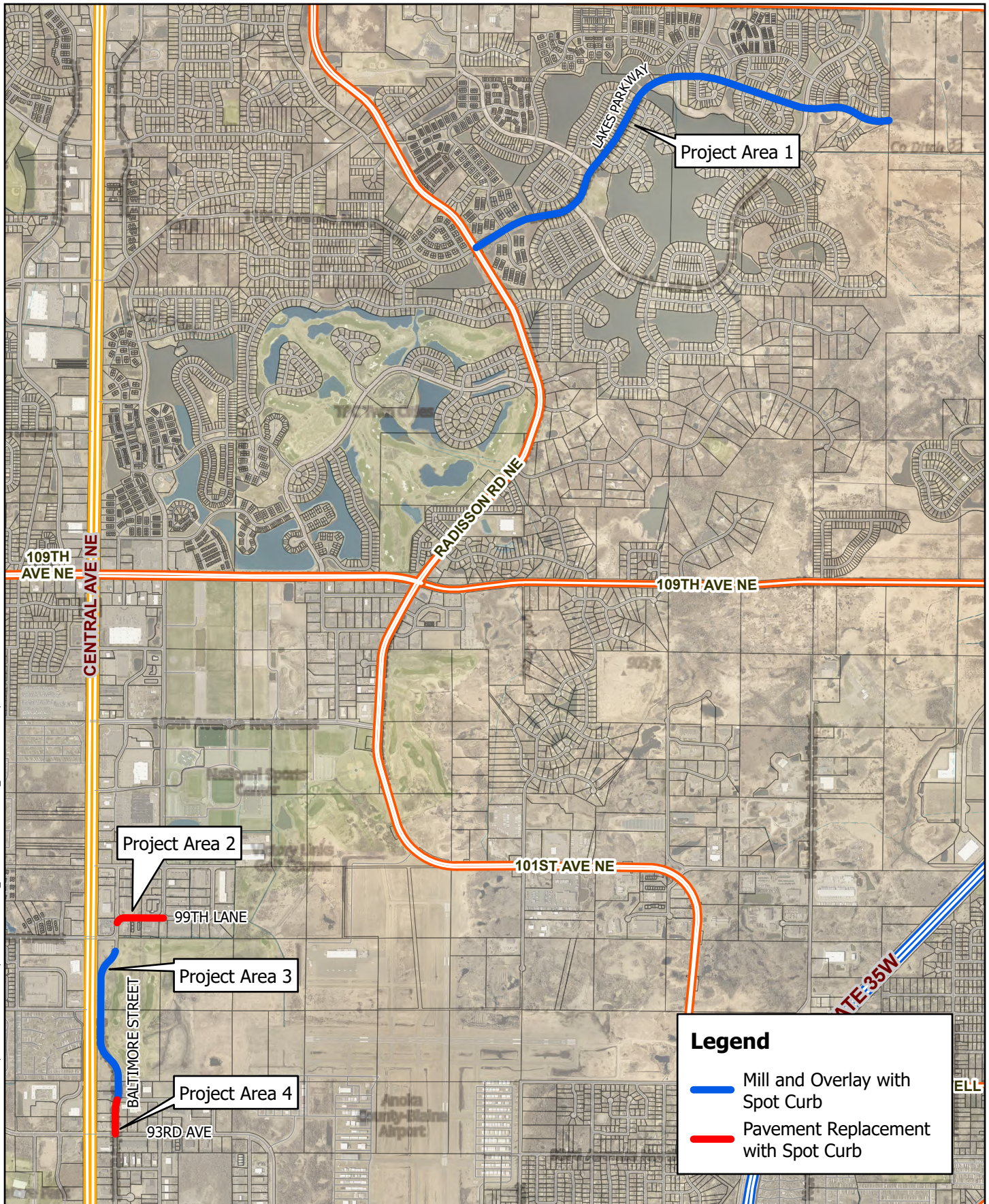
Staff Recommendation

By motion, authorize the Mayor and City Manager to enter into a contract with SEH in the amount of \$269,700 for final design and construction services for the 2025 Street Rehabilitation Project, Improvement Project No. T25-05. In addition, authorize a 10% contingency to bring the total project budget to \$296,670 and authorize the Director of Engineering to sign all change orders up to the authorized project budget amount.

Attachment List

1. 25-05 Project Area Map
2. 25-05 SEH Final Design & Construction Proposal

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Print Date: 7/5/2024

Map by: tschwarz
Projection: NAD 1983 HARN Adj MN
Anoka County
Source: Anoka County, City of Blaine
& SEH, Inc

2025 Street Rehabilitation

Blaine, Minnesota

Exhibit
1

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Building a Better World
for All of Us®

January 28, 2025

RE: City of Blaine, Minnesota
2025 Blaine Streets Rehabilitation Project
SEH No. BLAIN 178895 14.00

Mr. Cody Sylvester
Project Engineer
City of Blaine
10801 Town Square Dr. NE
Blaine, MN 55449-8100

Dear Mr. Sylvester:

SEH appreciates the opportunity to submit this proposal for providing final design, preparation of plans & specifications, permitting, construction observation, and construction staking related to the 2025 Blaine Street Rehabilitation Project (hereinafter called the "Project"). This letter serves as our understanding of the project scope and schedule and also supplements the Agreement for Professional Services between the City of Blaine, Owner, and SEH dated January 26, 2004, and addresses providing these services in connection with the Project.

PROJECT UNDERSTANDING

The City of Blaine is continuing their Pavement Management Program for 2025 with a combination of full-depth pavement replacement and mill-and-overlay with Texas Under seal on designated project streets that are listed below. The feasibility report is scheduled to be presented to the City Council on February 3, 2025. The Improvement Hearing is expected to occur in winter 2025, with construction planned for the upcoming construction season.

Project Area 1: (Lake Parkway)

- Lakes Parkway from Radisson Road to dead end 120' east of Rendova Street.

- Lakes Parkway is a mill and overlay with Texas underseal with minor spot concrete curb and gutter replacement

- **Project Area 2: (Baltimore Street)**

- Baltimore Street from 120' south of 99th lane to 99th lane
 - 99th Lane from Baltimore Street to Davenport Street.

- The above streets are pavement replacement along with spot curb replacement.

- **Project Area 3: (Baltimore Street)**

- Baltimore Street from 94th lane to 300' south of 99th lane

- This portion of Baltimore Street is mill and overlay with Texas underseal along with minor spot curb replacement.

- **Project Area 4: (Baltimore Street)**

- Baltimore Street 93rd Lane to 94th Lane.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-5196

SEH is 100% employee-owned | sehinc.com | 651.490.2000 | 800.325.2055 | 888.908.8166 fax

- **This portion of Baltimore Street is pavement replacement along with the installation of full concrete curb.**

The construction plans are to be developed following Minnesota Department of Transportation State Aid practices, current City Engineers Association of Minnesota standards and to the City of Blaine design standards.

SCOPE OF WORK

Task 1: Project Management

We have assumed we will prepare for and conduct up to three (3) design meetings with City Staff through the final design/plan preparation process for the plan set. Those meetings are anticipated to be:

- 60% plan review meeting
- 95% plan review and specifications/special provisions meeting
- Final redlines/review comments meeting prior to uploading for bidding.

An urban reconstruction project like this one requires a proactive public involvement program. We propose an open house along with ongoing contact with residents during construction. This approach has worked well for us on past projects within the City.

During construction we'd hold weekly construction meetings that could have public comment and schedule updates as the first agenda items. We would also assist with the City outreach program that they typically use for residential reconstruction projects.

Task 2: Final Design

Subtask A - Roadway Design

Project area 1 will have a 2.5" mill and overly on the pavement with Texas Underseal (1.5" ex. wear course) and minor spot curb and gutter installation due to current condition.

Project area 2 will generally consist of pavement replacement and aggregate base improvements at the current width of the streets with minor spot concrete curb & gutter installation due to the current condition.

Project area 3 will have a 2.5" mill and overly on the pavement with Texas Underseal (3" ex. wear course) and minor spot curb and gutter installation due to current condition.

Project area 4 will generally consist of pavement replacement and aggregate base improvements at the current width of the streets with new concrete curb.

Subtask B - Utility Plans

Sanitary sewer and water main improvements have been reviewed and identified by the City of Blaine Public Works staff and mostly include casting replacements.

Subtask C - Drainage Design

Concurrent with the roadway design we will review the existing storm sewer system including inlet spacing design and gravity storm sewer to align with the City of Blaine design criteria. Significant drainage improvements are not anticipated, rather replacement/addition of selective structures and connecting storm leads is anticipated. We will route the storm sewer system to existing outlets and

complete a design and analysis of the proposed system to verify capacity of the existing, downstream systems.

After completion of the drainage design and hydrological and hydraulic analysis, submittal materials will be prepared including a stormwater pollution prevention plan (SWPPP), and preliminary construction plans. After review, we will proceed to revising and completing final construction plans and specifications to address any comments received from the City or review agencies to meet permit approval items.

Subtask D - Plans and Specifications

We will prepare the final construction plans that include plan and profile information for the roadway, utility and storm water improvements and are anticipated to include the following plan sheets:

- Title Sheet
- Standard Details, City standard plates to be provided by the City
- Statement of Estimated Quantities
- Typical Sections
- Alignment Plan
- Removals and Erosion Control
- Street and Storm Sewer Plan & Profile
- Sanitary Sewer and Water Main Plan Profile (as needed)
- Cross Sections (50-foot intervals and all driveways for pavement replacement)
- SWPPP
- Signing and striping plan

During the plan development SEH will provide the City with 60% plans that will include plan & profile information for the utility improvements as well as plan & profile and cross section information for the roadway for review. 60% comments received from the City will be incorporated into a 95% submittal of all plans and specifications to City staff for final review.

Subtask E - Bidding Assistance

We will produce a PDF version of the plans and specifications to be uploaded to QuestCDN. We assume reproduction of up to four (4) sets of plans and specifications for the City staff use.

We will prepare the advertisement for bids and submit the ad to bid required publications, create and issue addenda (if needed), answer bidder's questions, attend the on-line bid opening with the City (as needed), review the bid results, prepare a letter of award recommendation to the City and prepare and forward the notice of award and contract agreement to the Contractor.

Subtask F - Permitting

Required permitting will be prepared and submitted to the necessary agencies. We understand that the City will pay all necessary permit application fees. Those permits are anticipated to include:

- Minnesota Pollution Control Agency (MPCA) NPDES Construction Permit (to be secured by Contractor)
- Coon Creek Watershed District - Watershed District Permit

During final design and construction, SEH will coordinate with private utilities following the City's utility coordination program. We will conduct a meeting with private utility companies during the final

design task and again prior to the pre-construction meeting to discuss the project and provide written verification.

Task 3: Construction Services

Subtask A - Inspection

SEH will provide a resident project representative (RPR) for daily on-site inspection. The RPR will be on a full-time basis during construction activities. Prior to construction commencing the RPR will conduct a pre- construction inventory of existing conditions along the project corridor. The RPR will also assist in shop drawing reviews and approvals. Additional RPR tasks include:

- On-site during all construction activities.
- Available 24/7 via phone for project questions, resident issues, and other matters regarding the project.
- Record daily weather, all construction activities, schedule construction staking, schedule material testing, meet and schedule meetings with City staff, property owners and contractor as necessary to assure compliance to contract documents.
- Conduct weekly construction progress meetings with contractor, City and public. Prepare minutes of the meetings and attachments as needed to record project happenings and progress.
- Provide weekly reports to the City and public as needed.
- Prepare and submit monthly pay requests based on project work items.
- Assist in the review along with the project manager of contractor change requests and forward recommendations to the City for approval.
- Complete all paperwork and correspondence to complete the project closeout including punch lists and final pay application.

Subtask B - Construction Staking

SEH will provide a survey crew to provide the construction staking for the project. Staking for this project is anticipated to include horizontal control, storm sewer stakes along with curb & gutter stakes. Cut sheets will also be provided to the City by the SEH resident project representative (RPR). All survey coordination for construction staking will be between the contractor and the RPR. The construction staking task also includes surveying the final improvements in City Coordinates for use in preparing the record drawings. Record drawings will be provided to the City on Mylar paper once the project is complete.

Subtask C - Construction Administration

SEH will provide a project manager to support the Resident Project Representative (RPR) throughout the construction process. The project manager will participate in the pre-construction meeting and attend weekly construction meetings. Additionally, they will assist the RPR in reviewing contractor pay applications, evaluating change order requests, and providing dispute resolution as needed. The project manager will maintain weekly communication with the City during the project to address any construction-related concerns that may arise.

SCHEDULE

Below is a summary of the proposed project schedule:

- City Council receives feasibility report, Orders Public Hearing February 3, 2025
- Resident Open House February 6, 2025
- Hold Public Hearing, Order Improvements February 19, 2025

- Approve plans and specifications & Order advertisement for bids April 7, 2025
- Open Bids April 29, 2025
- Award Contract May 5, 2025
- Construct Improvements May – September 2025
- Assess Project Spring 2026

COMPENSATION

SEH proposes to complete all the services listed in this scope of work on an hourly basis. Compensation will be based on the hourly cost of personnel plus reimbursable expenses, including reproductions, mileage and equipment. The following is a summary of our estimated fees for the scope of services:

Work Task	Estimated Fee
Task 1 – Project Management	\$18,900
Task 2 – Final Design & Plan Preparation	\$104,700
Task 3 – Construction Services	\$140,700
Expenses	\$5,600
Total Fee	\$269,700

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Dustin Cesafsky
Project Manager

ah

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FINAL DESIGN/ CONSTRUCTION SERVICES PROPOSAL FEE ESTIMATE

BLAINE, MINNESOTA
2025 Street Rehabilitation Design/Construction
SEH NO. BLAIN P-178895
1/28/2025

		HOURS							
		CLIENT SERVICE MANAGER	PROJECT MANAGER	PROJECT ENG.	STAFF ENG.	GRAD ENG.	GIS TECH	SURVEYOR	ADMIN. ASST.
TASK 1	TASK								
	PROJECT MANAGEMENT								
	OPEN HOUSE		4	4					
	60% PLAN REVIEW MEETING		4	4					
	95% PLAN REVIEW MEETING		4	4					
	FINAL REDLINES/ REVIEW COMMENTS		4		16				
	WEEKLY PROJECT PROGRESS MEETING	4	12	12	12	12			

UNIT FEE

\$18,900

TASK 2	FINAL DESIGN AND PLAN PREPARATION								
	Field review of project area		2		8				
	State Aid project number request			4					
	Obtain mapping & coordinate with private utilities to identify potential conflicts		1		2	8			
	Geotechnical design recommendations		1	16					
	Design street widths and curb grades		1		4	4			
	Design Street pavement section		1	8	4	8			
	Determine final drainage boundaries		1	8	16				
	Storm sewer system additions design		2	8	12	8			
	Prepare Title sheet		2		2	2			
	Prepare Statement of Estimated Quantities Sheets		2		4	10			
	Prepare Structure Schedule sheet (Storm & Sanitary revisions)		2		4	4			
	Prepare Earthwork Summary/General Construction notes		2	2	4	8			
	Prepare Detail Sheets		1		4	4			
	Prepare Intersection Design plan sheets		2		4	6			
	Prepare Removal plan sheets		2		4	12			
	Prepare Street and Storm Sewer plan sheets		8		40	40			
	Prepare Erosion Control & Turf Establishment sheets		1		4	12			
	Prepare Watershed BMP design		4		8	4			
	Prepare Signing and Striping Plan, and Details		2	4	12	12			
	Prepare Sidewalk designs		4		8	12			
	Coordinate with Private Utilities (Correspondance and Meeting)		2		8				
	Review Plans with City Staff		2		4				
	Submit 90% Plans to MNDOT State Aid office		4		8				
	Submit Final Plans to MNDOT State Aid office		4		8				
	Prepare Final Construction plans		8		16	16			
	Submit plans to watershed/approval		4		4				
	Takeoff Quantities		8		8	16			
	Prepare Engineer's Estimate		16		16				
	Prepare Project Specifications		8		12				16
	QA/QC	8	16						2
	Design Coordination Meeting with City Staff (1 meeting assumed)	2	2		2				
	Place Ad for Bid	1	2		1				1
	Respond to Contractors Questions		2		1				
	Tabulate Bids		1		1				
	Review Contractor's references & make award recommendation	1	2		1				2

UNIT FEE

\$104,700

TASK 3	CONSTRUCTION SERVICES								
	On Site Inspection (12 weeks @ 45 hours a week)				540	80			
	Construction Surveying							60	
	Weekly Construction Meeting	4	48						
	Construction Administration	4	48						
	As Built Preparation		4		8	16	8		8

UNIT FEE

\$140,500

EXPENSES

\$5,600

\$269,700.00

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Blaine ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective January 26, 2004, this Supplemental Letter Agreement dated January 28, 2025 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: 2025 Blaine Streets Rehabilitation Project, City Project No. 25-05.

Client's Authorized Representative: Michelle A. Wolfe
Address: 10801 Town Square Dr. NE
Blaine, MN 55449
Telephone: 763.785.6120 **email:** mwolfe@blainemn.gov

Project Manager: Dustin Cesafsky
Address: 3535 Vadnais Center Drive
St. Paul, MN 55110
Telephone: 612.270.3882 **email:** dcesafsky@sehinc.com

Scope: The Basic Services to be provided by Consultant:

Per the attached work plan for the preparation of plans, specifications, construction observation, and staking for the 2025 Blaine Streets Rehabilitation Project, City Project No. 25-05.

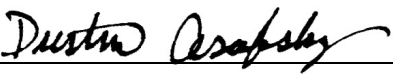
Payment:

The estimated fee is subject to a not-to-exceed amount of \$269,700 including expenses and equipment. The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

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Short Elliott Hendrickson Inc.

By: 
Dustin Cesafsky
Title: Project Manager

By: 
Greg Anderson
Title: Principal

City of Blaine

By: _____
Michelle A. Wolfe
Title: City Manager

By: _____
Tim Sanders
Title: Mayor



City of Blaine Staff Report

File Number: 2025-62

Agenda Date	Status
February 19, 2025	
In Control	File Type
City Council	Motion

Administration - Daniel Schluender, Director of Engineering

Agenda Item # 10.2

Motion to Authorize Mayor and City Manager to Enter into a Contract with WSB for Final Design and Construction Services for the Zest Street Construction Project, Improvement Project No. 25-04 (T2504)

Executive Summary

Council is requested to approve a contract for Professional Services for Final Design and Construction Services for the Zest Street Construction, Improvement Project No. 25-04 (T2504).

Background

A public hearing is taking place at the February 19th, 2025 Council Meeting to consider the [Zest Street and Lakes Parkway Construction, Improvement Project No. 25-04 \(T2504\)](#). The project includes the following streets:

- Lakes Parkway from 50' west of Zest Street to Lexington Avenue
- Zest Street from Lakes Parkway to 875' north of Lakes Park

If council chooses to move forward with the project and [order the preparation of plans and specifications](#), WSB, which is one of the engineering firms in the pre-approved consultant pool approved by Council, was awarded a contract to prepare the preliminary design and a feasibility report. At that time, it was stated that after completion of the feasibility report and upon ordering the improvements, a contract for final design and construction services would be negotiated with WSB.

The Engineering Department recently requested and received a proposal for final design and construction services for the Zest Street Construction Project from WSB in the amount of \$311,816.50. Staff has reviewed this proposal and determined that the fees are justified and reasonable. City Council is also asked to approve a 10% contingency to bring the total project budget to \$342,998.15. This project will be funded through proposed project assessments, Pavement Management Program funds, Public Utility Funds, and Municipal State Aid System funds.

Strategic Plan Relationship

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

Board/Commission Review

Not required.

Financial Impact

This project was previously identified in the 2024-2028 Capital Improvement Program (CIP) as "Zest Street from Lakes Parkway to 125th Avenue Improvements", which was adopted by the City Council via resolution 23-207 on December 18, 2023. The 2024-2028 CIP includes \$225,000 for consulting in 2024 and the 2025 project budget approved within the 2025-2029 CIP is \$2,837,500 for consulting, construction and contingencies, bringing the total project budget to \$3,062,500. To date, \$92,987 has been encumbered. If approved, this contract will bring the total amount encumbered to \$404,804.

Funding Sources	2024	2025	Total
MSA Construction	\$225,000	\$1,800,000	\$2,025,000
Special Assessments	-	\$937,000	\$937,000
Water Utility Funds	-	\$60,000	\$60,000
Sewer Utility Funds	-	\$40,000	\$40,000
Total	\$225,000	\$2,837,500	\$3,062,500

Public Outreach/Input

The project will follow the public outreach guidelines set forth in MN Chapter 429 Statutes.

Staff Recommendation

By motion, authorize the Mayor and City Manager to enter into a contract with WSB in the amount of \$311,816.50 for final design and construction services for the Zest Street Construction project, Improvement Project No. 25-04. In addition, authorize a 10% contingency to bring the total project budget to \$342,998.15 and authorize the Director of Engineering to sign all change orders up to the authorized project budget amount.

Attachment List

1. 25-04 WSB PSA_Blaine_Zest St Final Design and Construction
2. Project Location Map

PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is made as of January 16, 2025 (Effective Date), by and between the City of Blaine, MN, 10801 Town Square Drive NE, Blaine, Minnesota 55449, herein referred to as ("Client") and WSB LLC, 701 Xenia Avenue South, Suite 300, Minneapolis, Minnesota 55416, herein referred to as ("Consultant") to provide professional services ("Services") by Consultant in connection with the following project ("Project"): **Zest St Construction Project** located in Blaine, Minnesota.

ARTICLE 1 - SCOPE AND DESCRIPTION OF SERVICES ("SCOPE OF SERVICES")

Please see the attached Scope of Services and Compensation ("Exhibit A").

ARTICLE 2 - PERIOD OF SERVICE

The Services described under Scope of Services shall be completed expeditiously and professionally so as to maintain the agreed upon schedule. The schedule may be modified by the parties by agreement or as a result of an excusable delay caused by Force Majeure, a Client Delay, Change in Law or unforeseen conditions at the Project site.

ARTICLE 3 - COMPENSATION

Unless otherwise stated in the Scope of Services, Consultant shall perform the work on a time and materials basis and invoice for its work monthly. If not stated in Exhibit A, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Each invoice shall include details for the time and reimbursable expenses incurred the previous month. Reimbursable expenses shall include but are not limited to, travel and lodging, mileage, print and plotting charges, shipping charges, messenger delivery charges, plus all taxes (including sales taxes), fees, including but not limited to permit, application, testing, and recording fees, imposts, or stamps required by State, Federal, Municipal, or other government agencies in the providing of Services.

Client agrees to pay all invoices within thirty (30) days of receiving same. Any invoice not paid within thirty (30) days of the original invoice date shall bear interest at the lower of 1.5% per month or the highest rate permitted by applicable law on the unpaid balance.

If Client fails to pay any amount by the applicable due date, Consultant shall have the right to suspend work and withhold Instruments of Service (as defined below) until payment in full, including interest, is received. Consultant shall have no liability whatsoever to Client for any costs or damages that result from such suspension or withholding of Instruments of Service, and Consultant shall be entitled to reimbursement of all costs incurred while work is suspended. If Consultant resumes services after payment by Client, the time schedule and fees for remaining Services shall be equitably adjusted.

If Client fails to pay any amount by the applicable due date, Consultant shall have the right to commence collection efforts, and all collection costs incurred by Consultant shall become immediately due and payable to Consultant as such collection costs are incurred. Collection costs include, but are not limited to, legal fees, collection agency fees, court costs, and reasonable staff costs for Consultant's staff time spent in efforts to collect the overdue balance.

Client's failure to pay Consultant in accordance with this Agreement shall constitute a material breach of this Agreement and shall be cause for Consultant to suspend performance or terminate this Agreement.

If the Services are suspended by Client for more than thirty (30) calendar days, consecutive or aggregate, Consultant shall be compensated for Services performed prior to such suspension. When the Services are resumed, Consultant shall be compensated for time and expenses incurred in the interruption and resumption of Services. Consultant's fees for the remaining Services and the time schedules shall be equitably adjusted.

ARTICLE 4 – ADDITIONAL SERVICES

In the event of any changes in the Scope of Services, Client Delay, changed or unforeseen conditions, Change in Law or event of Force Majeure, Client agrees to issue an Amendment for Additional Services ("AAS") to equitably adjust Consultant's fees and the time of performance. If Consultant is caused to increase its Scope of Services and Client does not issue an AAS that is acceptable to Consultant, compensation for the expanded Scope of Services shall be on an hourly basis according to Consultant's then-current standard rate schedule ("Rate Schedule"), plus reimbursable expenses.

A "Client Delay" shall include a delay caused by the Client failing to make timely decisions, a delay in the delivery of Client ordered equipment or supplies, or a delay by a Client-hired contractor or consultant not timely completing work upon which Consultant's work is dependent. "Force Majeure" is defined below in Article 13. A "Change in Law" is a change in the applicable laws or regulations applicable to the Project when the change occurs after the date of this Agreement.

ARTICLE 5 - CLIENT'S RESPONSIBILITIES

Client agrees to provide to Consultant in a timely manner all available information, requirements, and limitations relevant to Consultant's performance of its Scope of Services, including, but not limited to, objectives, schedule, constraints and criteria, space requirements, flexibility, expandability, special equipment, systems, and site requirements. Client furnished information shall also include data (and professional interpretations thereof) prepared by or services performed by others, including where applicable, but not limited to, previous reports, core borings, sub-surface explorations, hydrographic and hydrogeologic surveys, laboratory tests and inspection of samples, materials and equipment; appropriate professional interpretations of the foregoing data; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property description; zoning, deed and other

land use restrictions; and other special data. Consultant may rely on the accuracy of the Client's supplied information and use such information in the development of Consultant's Scope of Services. The accuracy of the Client's information is the Client's responsibility. Client shall update any information it provides if Client becomes aware of any changes in circumstances. Consultant shall endeavor to verify the information provided and shall promptly notify the Client if the Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose. Client shall also notify the Consultant whenever the Client observes or otherwise becomes aware of any defect in construction or design.

Client shall furnish right-of-way entry and continuous unimpaired access to each site subject to a Task Order for Consultant to perform its Scope of Services. Client shall also require all Utilities with facilities in the Client's right of way to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule.

Where appropriate, Client shall endeavor to identify, remove and/or encapsulate asbestos products or materials or pollutants located in the project area prior to accomplishment by the Consultant of any work.

Client shall render decisions in a timely manner pertaining to documents submitted by Consultant to avoid unreasonable delay in the orderly and sequential progress of the Services, including acting promptly to approve all pay requests or requests for information by Consultant. Client shall furnish the services of other consultants when such services are requested by Consultant and are reasonably required by the scope of the Project.

Client shall designate a Client Representative with authority to transmit and receive instructions and information, interpret and define the Client's policies with respect to services rendered by the Consultant, and authority to make decisions as required for Consultant to complete services.

Client shall provide such legal, accounting and insurance counseling services as may be required and bear all costs incidental to compliance with the requirements of this article.

ARTICLE 6 - INDEMNIFICATION

To the fullest extent permitted by law, subject to the limitations set forth below in this Agreement, Client and Consultant shall indemnify and hold harmless the other and its respective directors, officers, employees, and representatives from and against all legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by the indemnitor's negligent acts, errors, or omissions. Neither party shall have a duty to defend the other party and no duty to defend is created by this Agreement.

ARTICLE 7 - LIABILITY LIMITATION

Client and Consultant have evaluated the parties' relative risks and benefits associated with this Project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, the total aggregate liability of Consultant (and its employees and sub-consultants) to Client for all injuries, damages, claims, losses, or expenses (including attorney fees and expert fees) arising out of Consultant's services or this Agreement is limited to the greater of Consultant's project fee or \$50,000, and Client agrees to hold Consultant harmless for any liability more than such amount. This limitation shall apply regardless of available insurance coverage, cause(s), or the theories of liability, including, but not limited to, breach of contract, negligence, contribution, indemnity, or other remedies.

ARTICLE 8 - STANDARD OF CARE

Consultant will perform the Services in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions in the same locale. EXCEPT AS SPECIFICALLY STATED HEREIN, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 9 - CONSEQUENTIAL DAMAGES

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.

ARTICLE 10 - DISPUTE RESOLUTION

If a claim or dispute arises out of or relates to Consultant's Services or this Agreement, the parties shall attempt in good faith to settle such claim or dispute through direct discussions.

Any claim or dispute arising out of or related to Consultant's Services or this Agreement (except for collection procedures employed by Consultant and those waived or barred as provided elsewhere in this Agreement) that is not resolved by direct discussions shall be submitted to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Either party may file a request for mediation. Mediation shall be pursuant to the Construction Industry Mediation Rules of the American Arbitration Association. The Mediator shall be selected by the parties within fifteen (15) days of the request for mediation. Mediation shall proceed in advance of

legal or equitable proceedings, which shall be stayed pending the conclusion of mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or by court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Minneapolis, Minnesota.

Notwithstanding the foregoing, if a claim or dispute between the parties involves, relates to, or is the subject of a mechanic's lien or construction lien arising out of Consultant's Services, Consultant may proceed in accordance with applicable law to comply with all statutory requirements, including those related to lien notice and filing deadlines, prior to the commencement or conclusion of mediation or other form of alternative dispute resolution agreed to by the parties.

ARTICLE 11 - TERMINATION

Either party may terminate this Agreement for convenience and without cause upon twenty-one (21) calendar days written notice.

Either party may terminate this Agreement for cause upon ten (10) calendar days written notice for one or more of the following reasons:

1. The other party's material breach of this Agreement;
2. Assignment of this Agreement without the written consent of the other party;
3. Suspension of the Project or Consultant's Services for more than thirty (30) calendar days, consecutive or aggregate; or
4. Material changes in the conditions under which this Agreement was executed, the Scope of Services, the nature of the Project, or the failure of the parties to reach an agreement on compensation and/or scheduling adjustments necessitated by such changes.

In the event of termination of this Agreement by either party, regardless of the reason for termination, Client shall, within fifteen (15) days of termination, pay Consultant in full for all services rendered and costs incurred by Consultant up to the date of termination. Additionally, and notwithstanding any language in this Agreement to the contrary, within sixty (60) days of termination, Client shall reimburse Consultant for all expenses incurred by Consultant in connection with the orderly termination of this Agreement, including, but not limited to, demobilization, reassignment of personnel, associated overhead costs, and all other expenses resulting from the termination.

ARTICLE 12 - INSURANCE

Consultant shall carry the following insurance:

Workers Compensation	Statutory
Employers Liability	\$1,000,000
General Liability	\$1,000,000 Each Occurrence/ \$1,000,000 Aggregate
Automobile Liability	\$1,000,000 Combined Single Limit
Professional Liability	\$3,000,000 Per Claim/ \$3,000,000 Annual Aggregate

General Liability shall name the Client as an additional insured. The insurer agrees to give thirty (30) days written notice in the event of cancellation by the insurer.

ARTICLE 13 - MISCELLANEOUS

A. WORK PRODUCT / DOCUMENT OWNERSHIP

Except as otherwise provided in Exhibit B (if applicable), the following shall apply to the ownership of documents and work product:

Unless Client requests otherwise, Consultant will provide its documents and materials both in a hard copy and in an electronic format. Because electronic documents may be modified intentionally or inadvertently, Client agrees that Consultant will not be liable for any losses or damages resulting from any change in an electronic document after Consultant transmits it to Client. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Services for use solely with respect to this Project and, unless otherwise provided, Consultant shall be deemed the owner of these Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyright. If Client has paid Consultant in full for its Services, Client shall be permitted to retain copies, including reproducible copies, of Consultant's Instruments of Service for Client's information, reference and use in connection with the Project. Consultant's Instruments of Service shall not be used by the Client or others on other projects, for additions for this Project or for completion of this Project by others, except with Consultant's agreement in writing and with appropriate compensation to Consultant. In consideration of Client's use of Consultant's Instruments of Service, Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, its directors, officers, agents, and employees from all claims arising out of the reuse or misuse of such Instruments of Service. Under no circumstances shall transfer of the Consultant's Instruments of Service be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic format furnished to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Consultant makes no representations as to long term compatibility, usability or readability of electronic files.

B. HAZARDOUS MATERIALS

Client represents to Consultant that no hazardous materials exist at the Project site. If there are hazardous materials at the Project site, the Client must inform Consultant of the type, quantity, and location of such hazardous materials. If hazardous materials are discovered at the Project site then Consultant will notify the Client and, to the extent required by law, notify the appropriate governmental authority. If Consultant or any other entity encounters hazardous materials at the Project site then Consultant may without any liability to Client or any other entity suspend services until such time as Client retains the appropriate entities to identify and (as appropriate) abate, remediate, or remove the hazardous material. Client agrees that Consultant has been retained to perform professional services and shall not be required to become an arranger, operator, generator, or transporter of hazardous material (as defined by law). Client hereby agrees to indemnify and hold harmless Consultant for all claims losses and damages arising out of the existence of hazardous materials on the Project site.

C. UNDERGROUND UTILITY AND STRUCTURE CLEARANCE

Where requested by Client, Consultant will perform customary research to assist Client in locating and identifying subterranean structures or utilities. However, Consultant may reasonably rely on information from the Client and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where Consultant has complied with the standard of care and acted in reliance on that information. The Client agrees to waive all claims and causes of action against the Consultant for claims by Client or its contractors relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by the Consultant.

D. THIRD-PARTY RELIANCE

All Services provided by Consultant are for Client's and Consultant's sole benefit and exclusive use with no third-party beneficiaries intended. Reliance upon the Services and any work product is limited to Client and is not intended to benefit any third party.

E. CONSTRUCTION SERVICES

If requested by Client in the Scope of Services or AAS, Consultant shall visit the project during construction to become familiar with the progress and quality of the contractors' work and to determine if the work is proceeding, in general, in accordance with plans, specifications or other contract documents prepared by Consultant for the Client. The Client has not retained the Consultant to make detailed inspections or to provide exhaustive or continuous project review and observation services. Consultant does not guarantee the performance of, and shall have no responsibility for, the acts, errors or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

Client acknowledges Consultant will not direct, supervise or control the work of contractors or their subcontractors, nor shall Consultant have authority over or responsibility for the contractors' means, methods, or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety. Job site safety shall be the sole responsibility of the contractor who is performing the work.

For Client-observed projects, the Consultant shall be entitled to rely upon and accept representations of the Client's observer. If the Client desires more extensive project observation or full-time project representation, the Client shall request such services be provided by the Consultant as an additional service. Consultant and Client shall then enter into an AAS detailing the terms and conditions of the requested project observation.

F. SUBMITTALS AND PAY APPLICATIONS

If the Scope of Services includes the Consultant reviewing and certifying the amounts due the contractor, the Consultant's certification for payment shall constitute a representation to the Client, that to the best of the Consultant's knowledge, information and belief, the contractor's work has progressed to the point indicated and that the quality of the work is in general accordance with the documents issued by the Consultant. The issuance of a certificate for payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Client to substantiate the contractor's right to payment, or (4) ascertained how or for what purpose the contractor has used money previously paid on account of the contract sum. Contractor shall remain exclusively responsible for its work.

If the Scope of Services includes Consultant's review and approval of submittals from the contractor, such review shall be for the limited purpose of checking for conformance with the information given and the design concept. The review of submittals is not intended to determine the accuracy of all components, the accuracy of the quantities or dimensions, or the safety procedures, means or methods to be used in construction, and those responsibilities remain exclusively with the Client's contractor.

G. JOB SITE SAFETY

Neither the Services of Consultant, nor the presence of Consultant at the construction/Project site, shall relieve Client, general contractor(s), or subcontractor(s) of any of their responsibilities or duties to perform the work in strict accordance with the contract documents and to comply with all health and safety precautions required by any regulatory agency. Consultant does not have authority or responsibility to control any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that contractors and subcontractors are solely responsible for job site safety and warrants

that this intent shall be carried out in Client's contracts with contractors. Client also agrees that Client and its contractor(s), jointly and severally and to the fullest extent permitted by law, shall indemnify and hold harmless Consultant and its employees against any liability related to health, injury, or job site safety.

H. OPINIONS OF PROBABLE COST

Opinions, if any, of probable cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for are made or to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified professional design firm. The parties acknowledge, however, that the Consultant does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and any evaluation of any facility to be constructed or acquired, or work to be performed must, of necessity, be viewed as simply preliminary. Accordingly, the Consultant and Client agree that that proposals, bids or actual costs may vary from opinions, evaluations or studies submitted by the Consultant and that Consultant assumes no responsibility for the accuracy of opinions of probable construction costs and Client expressly waives any claims related to the accuracy of opinions of probable construction costs. If Client wishes greater assurance as to probable construction cost, Client shall employ an independent cost estimator as part of its Project responsibilities.

I. FORCE MAJEURE

To the extent any time for performance applies, the affected party shall not be responsible for any delays due to federal, state or municipal actions or regulations, acts of foreign governments, strikes or other labor shortages, equipment or material delays or shortages, delays in issuing applicable permits, acts or omissions of the other party, inclement weather, pandemic, acts of the public enemy, fires, floods, riots, embargos, other acts of God, government shutdown, unforeseen site conditions or any other events or causes beyond the control of Consultant.

J. HEADINGS

The headings used in this Agreement are for convenience only and shall in no way define, limit, or describe the scope or intent of this Agreement or any part hereof.

K. ASSIGNMENT

Client may not assign this Agreement without the written consent of Consultant.

L. ENTIRE AGREEMENT

This Agreement represents and contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior oral and written agreements and understandings.

M. GOVERNING LAW

The Agreement shall be construed, interpreted, and enforced in accordance with the laws of the state in which the Project is located.

N. MODIFICATIONS

This Agreement may be modified only by a written instrument executed by both parties.

O. WAIVER

No delay or failure by either party to exercise any right or remedy under this Agreement, and no partial or single exercise of a right or remedy, will waive that or any other right or remedy.

P. SEVERABILITY

Any invalidity or unenforceability of all or part of a provision of this Agreement shall be severable and shall not affect the validity or enforceability of the remaining part of that provision or other provisions.

Q. EXECUTION

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and together which shall constitute one and the same agreement. Signatures on this Agreement that are transmitted by fax, email or other electronic means shall be valid and binding.

R. NO PERSONAL LIABILITY

It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy for any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors.

S. LIEN NOTICE – APPLICABLE TO PRIVATE PROJECTS IN MINNESOTA

ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

- T. GENERAL LIEN NOTICE - APPLICABLE TO PRIVATE PROJECTS IN LOCATIONS OTHER THAN MINNESOTA TO THE EXTENT PERMITTED BY APPLICABLE LAW, AS A PARTY SUPPLYING LABOR OR MATERIALS FOR IMPROVEMENT TO PROPERTY, WE MAY FILE A LIEN AGAINST YOUR PROPERTY IF WE ARE NOT PAID IN ACCORDANCE WITH THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have made and executed the Agreement as of the day and year first above written.

CITY OF BLAINE, MN

WSB LLC

By: _____

By: _____

Name: Michelle A. Wolfe

Name: _____

Title: City Manager

Title: _____

By: _____

Name: Tim Sanders

Title: Mayor

Exhibit A

I. Scope of Services

Scope of services includes Final Design and Construction services.

1. FINAL DESIGN/PLAN PREPARATION SERVICES

A. Project Management

1) Administration and General Coordination

- a. Administration of the project will include monthly invoicing, contract amendment requests (if necessary), cost and schedule updates, billing preparation, other non-technical work, communication with the necessary project personnel and all other work to ensure all the project tasks are completed on time, within budget and in accordance with applicable state and federal laws, rules and regulations.
- b. General coordination of the project will include scheduling, preparing for, and facilitating the following meetings:
 - Monthly project management team meetings (Assumes 2 minimum).
 - Coordination meetings for permitting requirements with RCWD. Three meetings are anticipated due to the presence of wetlands throughout the project site.
 - Utility design meetings (2)
- c. General coordination will also include coordinating with Anoka County on the improvements adjacent to Lexington Parkway NE, as well as the signal system detection on Lakes Parkway NE.

2) Quality Assurance and Quality Control Functions (QA/QC)

- a. Consultant will perform QA/QC functions throughout the project duration, from final design through construction, to ensure the highest quality on all deliverables in alignment with the project schedule.
- b. No changes in project management personnel will be made without written notice to provide consistency. Conditions where changes in key personnel are unavoidable (personnel no longer employed by the firm) are understood. Substitutions based on new projects or other additional workloads will not be favorably received. Likewise, the Client will notify the Consultant if there are changes in key personnel for the Client.

Deliverables:

- Schedule updates as needed
- Schedule project management team meetings and other meetings identified above
- Submit invoices in a timely manner
- Agendas and meeting minutes

B. Final Design.

- 1) Consultant will complete the final design for the project in accordance with city and MnDOT State Aid standards, which will include the following items:
 - a. Roadway Geometrics and Profile
 - Final roadway geometric design
 - Final roadway profile design
 - Final trail, walk, and pedestrian ramp design
 - b. Final signal system detection design (west leg at Lexington Ave NE)
 - c. Stormwater collection system final design and stormwater BMP final design, including the final design of the storm sewer system outlet to the BMP.
 - d. Final design of the sanitary sewer stub on Lakes Parkway NE, and the three (3) water services along Lakes Parkway NE. Final design of the other Client utility improvements such as surface improvements to watermain and sanitary sewer structures, such as gate valves, castings, and hydrants.

C. Plan Preparation

- 1) Consultant will prepare the following plan sections:
 - a. Title sheet
 - b. Statement of Estimated Quantities
 - c. Quantity Tabulations
 - d. Earthwork Tabulations
 - e. General Construction Notes
 - f. Typical Sections
 - g. Construction Staging sheets
 - h. Alignment Sheets
 - i. Inplace Topography and Utility sheets
 - j. Removal sheets
 - k. Street and Storm Sewer plan and profile sheets

- l. Pedestrian Ramp Detail sheets
- m. BMP detail sheets
- n. Watermain and sanitary sewer sheets
- o. Surface Water Pollution Prevention Plan (SWPPP)
- p. Turf establishment and erosion control plans
- q. Signing and striping sheets
- r. Signal System sheets
- s. Cross Sections

D. Permits

- 1) Consultant will prepare and submit the following permits:
 - a. RCWD
 - b. MPCA – NPDES
 - c. Anoka County
 - d. MnDOT Metro State Aid Review and Approval

E. Project Manual

- 1) Consultant will prepare a project specifications package (Project Manual) that will include all materials that the Client will use in bidding, including the Client's bid proposal form and special provisions. The Project Manual will include the full set of project specifications and Client standard contract and bidding information, as well as all required sections per the MnDOT State Aid proposal sequence. Consultant will prepare the advertisement for bid using the Client's template.

F. Opinion of Probable Cost

- 1) Consultant will prepare an Engineer's Opinion of Probable Cost at the 60% and 95% design stages for review by the Client. The Engineer's Opinion of Probable Costs will be based on the Client's Assessment Policy. Upon receipt of all agency comments from the 95% design stage, the Consultant will prepare the final Engineer's Opinion of Probable Cost for use by the Client for bidding.

The construction documents will be submitted to the Client at the 60%, 95%, and final design stages. The construction documents will be submitted to MnDOT State Aid at the 95% and final design stages. All comments received on the 60% and 95% construction documents will be documented and incorporated into the subsequent construction documents.

Deliverables

- 60% Plans
- 95% Plans
- 100% Final Approved Plans
- Engineer's Opinion of Probable Cost (60%, 95%, Final)
- Project Specifications (Project Manual)
- Applicable Permits

2. CONSTRUCTION SERVICES

Consultant will provide the following construction services throughout the duration of construction.

A. Project Management

- 1) Prepare materials for and attend the preconstruction meeting and weekly on-site meetings for the duration of the project.
- 2) Communicate with the Client representative and contractor to address project related issues.
- 3) Provide understanding of Client's standard construction practices as they relate to the project.
- 4) Provide the necessary resources and direction to Consultant personnel to ensure project compliance and quality results.
- 5) Review and verify prepared pay vouchers and documented quantities.
- 6) Provide the tools and equipment needed for Consultant personnel to perform and meet the expected outcomes of the project including cell phones, computers, iPad's, PPE, testing equipment, and additional supplies needed to perform the work.
- 7) Provide services required under this contract as necessary to accommodate the contractor's schedule.

B. Contract Administration

- 1) Attend construction meetings for close coordination of day-to-day progress of work and ensure the project is being completed as intended.
- 2) Communicate regularly with involved stakeholders to keep them informed regarding the impact of construction to the area, including neighbors, businesses, and local agencies.
- 3) Review, document, and file contractor permits, submittals, test reports, and certificates of compliance.
- 4) Verify and review all labor submittals that meet requirements.
- 5) Accurately verify contract pay items daily.
- 6) Prepare all pay vouchers in accordance to project revenues and expenses.

- 7) Prepare contract change documents and cost estimates with negotiations with the contractor on any contract changes.
 - 8) Respond to all contractor requests for information (RFI).
 - 9) Complete all necessary field finalizing of the project documentation in accordance with project specifications.
- C. Construction Inspection Services
- 1) Record all construction activities daily, making a complete and accurate record of all events.
 - 2) Ensure construction practices and materials used on site are compliant with project specifications.
 - 3) Accurately measure and record contract pay items daily.
 - 4) Perform daily reviews of construction signing, detour signing, and construction traffic control maintenance.
 - 5) Perform monthly labor compliance interviews.
 - 6) Communicate regularly with the Project Manager, contractor, Client, and involved stakeholders.
 - 7) Provide services required under this contract as necessary to accommodate the contractor's schedule and needs.
 - 8) Exercise the "Authority and Duties of the Inspector" as necessary.
- D. Construction Surveying Services
- 1) Verifying datum points are accurate and correct.
 - 2) Provide all required construction staking including setting benchmark elevation locations.
 - 3) Providing and maintaining records for as-builts.
 - 4) Coordinate with contractor on private utility relocations.
- E. As-Built Drawings
- 1) Consultant will prepare the as-built drawings within 2 months of construction completion. The as-built drawing services will include the following:
 - a. Surveying to locate and identify as-built elevations for all repaired or modified Client utilities.
 - b. Structure measure downs on all structures within the project limits.
 - c. Record drawing preparation
 - d. Any necessary tie cards for repaired utilities.
- F. Environmental Services
- 1) Perform weekly site reviews of temporary and permanent erosion control measures on the project for compliance with applicable permits and specifications.
 - 2) Provide weekly inspection report of site compliance items and corrective measures for any deficiencies.
 - 3) Modify and amend the project SWPPP as required.
 - 4) Coordinate with local permitting agencies during project construction.
- G. Construction Materials Testing Services
- 1) Perform laboratory and field testing for soils and aggregates, concrete, and bituminous.
 - 2) Provide reports of testing results to Client and inspection personnel.
 - 3) Coordinate with local and on-site staff for scheduling of testing.

Assumptions: Thirteen (13) weeks construction inspection, five (5) days per week, ten (10) hours per day.

II. Compensation

Compensation for the scope of services will be rendered on an hourly basis not to exceed the amount of \$311,816.50 as detailed below.

FINAL DESIGN/PLAN PREPARATION SERVICES	\$101,851.00
CONSTRUCTION SERVICES	\$209,965.50
TOTAL.....	\$311,816.50

EXHIBIT A.1
FINAL DESIGN AND CONSTRUCTION SERVICES
Zest Street NE and Lakes Parkway NE Construction (25-04)

		Nic. Hentges & Bill Alms Project Manager	Paul Kyle PM Construction		Megan McDevitt Graduate Engineer	Sean Delmore Signal Lead	Mary Schwartz Signal Designer	Kendra Fallon WR Project Engineer	Zach Heupel WR Graduate Engineer	Constructon Observer	Chuck Kochmann Engineering Technician		Jim Barich Senior Survey Tech	Roxy Robertson Sr. Environmental Scientist	Amy Rein Admin Assistant	Total Hours	Cost
Task	Description																
DESIGN AND BIDDING AND CONSTRUCTION SERVICES																	
1	Final Design/Plan Preparation																
	A. Project Management (February - May)																
	Project Management / QA/QC	20				2									4	26	\$ 6,068.00
	Agency and Utility Meetings	6			4			6	6							22	\$ 4,132.00
	B. Final Design (February - March)																
	i. Roadway geometrics, profiles, and pedestrian facilities	2			10						2					14	\$ 2,418.00
	ii. Signal System Revisions (Lexington Ave NE)	2				4	16									22	\$ 4,854.00
	iii. Storm water collections system and BMP	2			4			10	60		2					78	\$ 12,320.00
	iv. Sanitary Sewer and Watermain	2			4											6	\$ 1,094.00
	C. Plan Preparation (February - April)																
	i. Title sheet & Construction details	1			4											5	\$ 843.00
	i. Estimated Quantities and Tabulations	2			8											10	\$ 1,686.00
	i. Typical sections, Construction staging, and Alignment plans	2			12						2					16	\$ 2,714.00
	iii. Inplace utility and Removal plans	1			8						2					11	\$ 1,871.00
	iv. Street, Storm sewer, Pedestrian Ramp, and BMP plans	4			76			8	40		10					138	\$ 21,880.00
	v. Watermain and Sanitary sewer plans	2			6						2					10	\$ 1,826.00
	vi. Surface water pollution prevention plan (SWPPP)	1			4						2			8		15	\$ 2,527.00
	vii. Turf establishment and Erosion control plan	1			10						2			4		17	\$ 2,791.00
	viii. Signing and Striping plan	1			6						2					9	\$ 1,575.00
	viii. Signal System plan	2			2	4	16									24	\$ 5,150.00
	ix. Cross-sections	2			24						30					56	\$ 10,594.00
	D. Permits (February - April)																
	iii. Rice Creek Watershed District	2						8	14					6		30	\$ 5,038.00
	iv. Minnesota Pollution Control Agency - NPDES	1			6									2		9	\$ 1,451.00
	v. MnDOT Metro State Aid Review and Approval	4			8				8							20	\$ 3,372.00
	v. Anoka County	1			4	2	4									11	\$ 2,195.00
	E. Project Manual (April)	6			2										6	14	\$ 2,582.00
	F. Opinion of Probable Costs (March - April)	2			16											18	\$ 2,870.00
	Final Design / Plan Preparation Subtotal	69			218	12	36	32	128		56			20	10	581	\$ 101,851.00
		Nic Hentges Project Manager	Paul Kyle PM Construction	Environmental Compliance				WR Project Engineer	WR Graduate Engineer	Constructon Observer	Engineering Technician		Senior Survey Tech	Sr. Environmental Scientist	Amy Rein Admin Assistant	Total Hours	Cost
Task	Description																
2	Construction Services (June - September)																
	Project Management																
	Project Management (1 hour per week)	13	13												8	34	\$ 6,981.00
	Contract Administration																
	Pre-Construction Conference	4	4							3						11	\$ 2,263.00
	Weekly Meeting (Assume 1 meeting a week for 13 weeks, 1.5 hours per meeting)	4	21													25	\$ 5,330.00
	Labor Compliance (2 Hours per week)		26													26	\$ 5,356.00
	Documentation Review (1/2 hour a week)	12	7													19	\$ 4,454.00
	Contract Administration (1/2 hour a week)		7													7	\$ 1,442.00
	Monthly Pay Estimates (4 estimates) (2 hour per month)		8												10	18	\$ 2,948.00
	Final Pay Voucher		4							4					4	12	\$ 1,924.00
	Construction Inspection Services																
	Pre-Project Inspection / Removal Measurements									40						40	\$ 5,800.00
	Full Time Construction Inspection (13 Weeks)		8							650						658	\$ 95,898.00
	Punchlist / Final Inspection									24						24	\$ 3,480.00
	Record Plan Measurements									16						16	\$ 2,320.00
	Construction Surveying Services																
	Construction Survey											100				100	\$ 26,500.00
	Office Support												12			12	\$ 2,292.00
	Record Plans											12	40			52	\$ 10,820.00
	Environmental																
	Weekly NPDES Inspections (2 hours per week, for 16 weeks)			32												32	\$ 4,160.00
	On Site Documentation (1 hours per week, for 16 weeks)			16												16	\$ 2,080.00
	Post Rain Event Inspections (Assume 1 rain event every other week)			16												16	\$ 2,080.00
	Agency Coordination			2												2	\$ 260.00
	Constructicon Materials Testing																
	Construction Materials Testing																\$ 19,457.50
	Assume 13 weeks construction inspection, 5 days per week, 10 hours per day																
	Subtotal	33	118	66						737		112	52		22	1140	\$ 209,965.50
Total Hours		102	118	66	218	12	36	32	128	737	56	112	52	20	32	1721	
Hourly Rates		251.00	206.00	130.00	148.00	264.00	206.00	191.00	148.00	145.00	218.00	265.00	191.00	156.00	130.00		
Design Total Direct Labor Costs		\$25,602.00	\$24,308.00	\$8,580.00	\$32,264.00	\$3,168.00	\$7,416.00	\$6,112.00	\$18,944.00	\$106,865.00	\$12,208.00	\$29,680.00	\$9,932.00	\$3,120.00	\$4,160.00		\$311,816.50

TOTAL PROPOSED FEE \$311,816.50



City of Blaine

Zest Street NE and Lakes Parkway NE

R-026198-000

Construction Materials Testing Estimate of Costs (2023 SALT)

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Gradation Testing								
3025	Aggregate Base	Random Sampling: > 250 CY (CV) or 500 Tons and < 2000 CY (CV) or 4000 Tons. Material is a minimum of one lot. Test two random samples from each lot and average. > 2000 CY (CV) or 4000 Tons. Divide into lots with lot size no greater than 2000 CY (CV) or 4000 Tons. Test two random samples from each lot and average.	CL 5: 3969 T ~ 2183 CY	2	4	\$165.00	\$330.00	\$660.00
3025	Select Granular Embankment	1 / 40,000 CY (CV)	1186 CY	1	2	\$165.00	\$165.00	\$330.00
Total Minimum Cost for Section							\$495.00	
Total Probable Cost for Section							\$990.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Major Soil Types	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Proctor Test								
3260	Proctor Test	1 / Major soil type. Additionally, one for each granular material, if using specified density.	Select Granular Common Embankment Trench Backfill	3	5	\$165.00	\$495.00	\$825.00
Total Minimum Cost for Section							\$495.00	
Total Probable Cost for Section							\$825.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Compaction Testing - Nuclear Density Gauge and Dynamic Cone Penetrometer								
3500	Aggregate Base	1 DCP tests per 500 CY (CV) or 1 per 1000 Tons. If test rolled, 1 test / 1,500 CY (CV) or 3000 Tons.	CL 5: 3969 T ~ 2183 CY	5	7	\$55.00	\$275.00	\$385.00
3510	Granular Materials	Roadway Embankment: 1 test per 2,000 CY (CV) or if test rolled, 1 test per 4,000 CY (CV),	SGE: 1186 CY	1	2	\$25.00	\$25.00	\$50.00
3510	Non-Granular Materials	Roadway Embankment: 1 test per 4,000 CY (CV). If test rolled, 1 test per 10,000 CY (CV),	Common: 2861 CY	1	2	\$25.00	\$25.00	\$50.00
3510		Transverse culverts & abutments: 1 test per every 2 feet of fill.	75 LF - 2 Crossings	4	5	\$25.00	\$100.00	\$125.00
3510		Structures and Longitudinal Trenches (Sidewalk/Trails/Watermain/Storm Sewer/Sanitary Sewer/Retaining Walls): 1 test per 500 feet of each structure length per every 2 feet of fill.	Storm Sewer: 1135 LF	5	7	\$25.00	\$125.00	\$175.00
				Total Minimum Cost for Section			\$550.00	
				Total Probable Cost for Section			\$785.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Moisture Content Test								
3250	Aggregate Base	1 / 1,000 CY up to 10 maximum. For Quality Compaction: Test as directed by Engineer.	CL 5: 3969 T ~ 2183 CY	3	3	\$20.00	\$60.00	\$60.00
3250	Common Embankment	1 / 10,000 CY up to 10 maximum. For Quality Compaction: Test as directed by Engineer.	2861 CY	1	1	\$20.00	\$20.00	\$20.00
3250	Select Granular Embankment	1 / 10,000 CY up to 10 maximum. For Quality Compaction: Test as directed by Engineer.	1186 CY	1	1	\$20.00	\$20.00	\$20.00
Total Minimum Cost for Section							\$100.00	
Total Probable Cost for Section							\$100.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Number of Sources	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Aggregate Quality								
4030	Aggregate Base Recycled/Salvaged/Reclaimed Bitumen content	At the discretion of the Engineer.	CL 5: 3969 T ~ 2183 CY	0	1	\$170.00	\$0.00	\$170.00
Total Minimum Cost for Section							\$0.00	
Total Probable Cost for Section							\$170.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Concrete Testing								
2040	Concrete Testing	1 / 100 CY / mix type / day (1 set of 4 cylinders) *Field Cure Cylinders = Additional. Casted Upon Request*	4" Walk: 160 CY 6" Walk: 5 CY B612: 35 CY B618: 230 CY Light Foundations (#): 2 Equipment Pad (#): 1	9	13	\$140.00	\$1,260.00	\$1,820.00
Total Minimum Cost for Section							\$1,260.00	
Total Probable Cost for Section							\$1,820.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Bituminous Testing								
4090	Verification Testing - MnDOT Gyratory Mix Properties	1 / mix type / day	12.5W(2,C): 1474 T 12.5NW(2,C): 842 T	2	3	\$650.00	\$1,300.00	\$1,950.00
4080	Compaction / Density Testing	Per Project Special Provisions	Small Quantity: 2" Bit Walk: 86 T	5	6	\$60.00	\$300.00	\$360.00
Total Minimum Cost for Section							\$1,600.00	
Total Probable Cost for Section							\$2,310.00	

WSB Unit	Project Charges	Rate (\$)	Quantity	Subtotal
CMT02	Field Technician Time	105	52.5	\$5,512.50
2150	Trip Charge	50	36	\$1,800.00
CMT01	Sample Pick-Up Time	90	30	\$2,700.00
CMT90	Project Administration	90	2	\$180.00
CMT70	Project Assistant	165	10	\$1,650.00
CMT80	Project Engineer	205	3	\$615.00
Field and Overhead Subtotal			\$12,457.50	
Testing Subtotal (minimum-probable)			\$4,500.00 - \$7,000.00	

Total Estimated Minimum Cost	\$16,957.50
Total Estimated Probable Cost	\$19,457.50



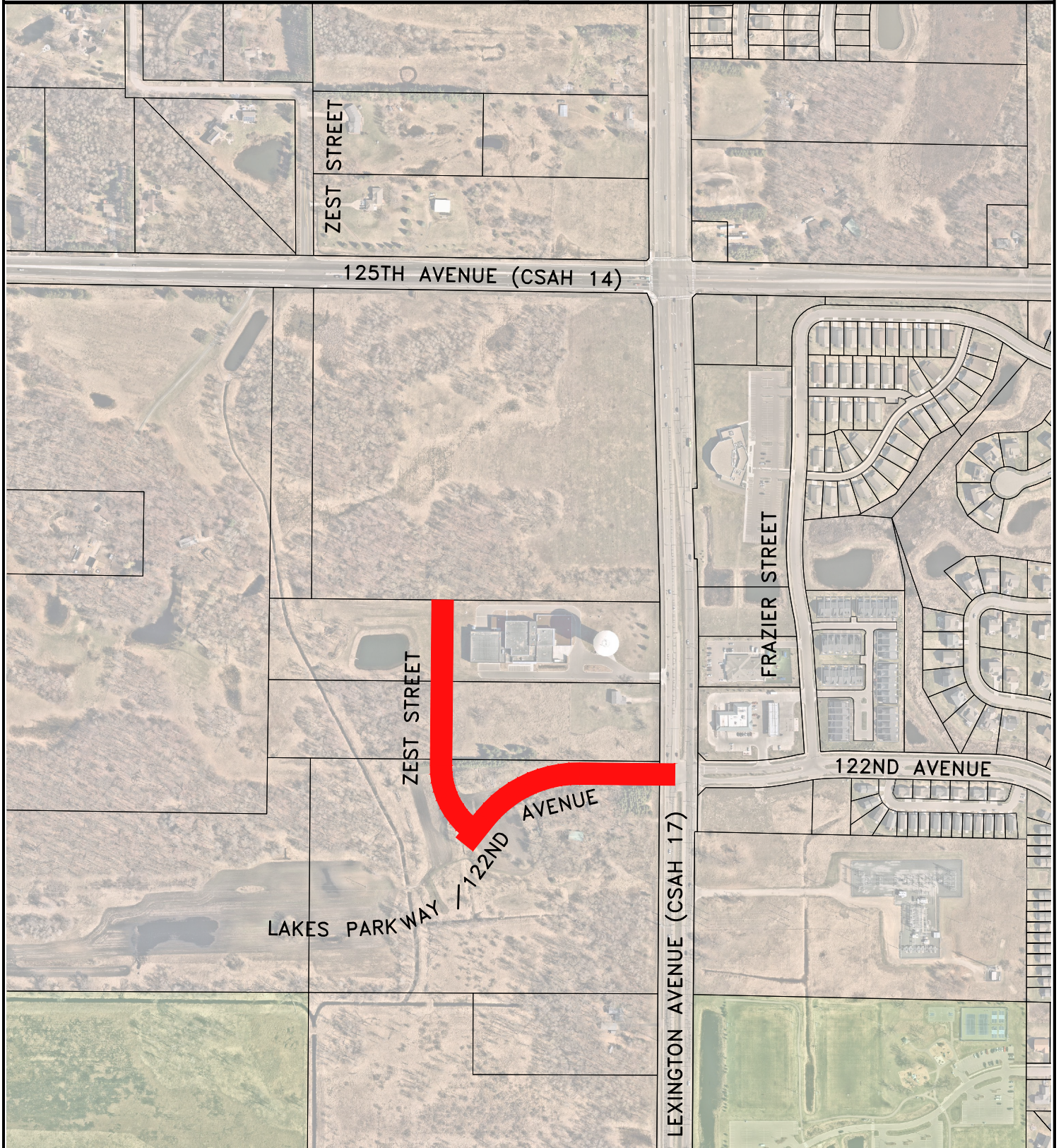
CITY OF BLAINE

LOCATION MAP



2025 ZEST STREET CONSTRUCTION PROJECT

— PROPOSED PROJECT LOCATION





City of Blaine Staff Report

File Number: RES 25-40

Agenda Date

February 19, 2025

Status

In Control

City Council

File Type

Resolution

Administration - Cathy Sorensen, City Clerk

Agenda Item # 10.3

Adopt Proposed Amendments to the Council Rules of Procedure and Quorum - Order of Business

Executive Summary

Council is asked to adopt the proposed amendment to the current rules of procedure and quorum - order of business clarifying process and intent for open forum.

Background

Section 3.03 of the City Charter, Procedure of Council, states council shall determine its own rules and order of business. Council adopted the current rules at the January 6, 2025, meeting but considered an amendment at the February 11 retreat to the rules that clarifies the process and intent of open forum at city council meetings. It should be noted that while correct in the rules already, the preamble in the agenda frame has been updated to reflect who can remove an item from the consent agenda.

Strategic Plan Relationship

This item relates to the organizational health strategic priority by maintaining governance processes that work.

Board/Commission Review

N/A

Financial Impact

N/A

Public Outreach/Input

N/A

Staff Recommendation

By motion adopt the amended rules of procedure and quorum - order of business.

Attachment List

1. Orders of Business - Proposed 2025



City of Blaine

Signature Copy

Resolution: RES 25-40

Adopt Proposed Amendments to the Council Rules of Procedure and Quorum - Order of Business

WHEREAS, the City Council of Blaine has determined that the objective of council meetings is to formulate policy, hold public hearings, discuss and debate business items; and

WHEREAS, the procedure outlined in the resolution and addendum is determined to be conducive to the proper expeditious handling of city council business; and

WHEREAS, this resolution formally replaces Resolution 25-05 adopted January 6, 2025, and all subsequent addendums outlining definitions and explanation of city council order of business and rules of procedure.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine that the business of the council shall be conducted in the following order:

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Adoption of Agenda
5. Awards-Presentations-Organizational Business
6. Communications
7. Open Forum
8. Consent Agenda
9. Public Hearings and Items Set for a Certain Time
10. Development Business
11. Administration
12. Other Business
13. Adjournment

PASSED by the City Council of the City of Blaine this 3rd day of March, 2025.



Rules of Order and Procedure

Amendments to the Rules of Order and Procedure

Amendments to these rules shall be made by resolution and shall require a 2/3 vote in the affirmative by the majority of all members of the council.

Meeting Manner/Debate

Speaking to the Motion. Councilmember remarks are limited to a total of eight minutes on each agenda item. Councilmembers may forfeit their time to speak to another councilmember without a vote. For purposes of this section, questions asked of staff members, applicants, or the public are not included in the limitation on the number of times spoken or the length of time spoken.

Interruption. No member of the council shall interrupt or argue with any other member while such member has the floor.

Courtesy. Members of the council shall be courteous in their language and demeanor in the discussion, comments, or debate of any matter, and shall not engage in disorderly behavior, make personal comments, derogatory remarks, or insinuations or accusations in respect to any other member of the council, staff, or public.

Discipline. If a member of the council violates these rules, the presiding officer shall call such member to order, in which case such member shall be silent except to explain or continue in order. Any other member of the council may, under a point of order, call the presiding officer or other member to order. Additional discipline may include but is not limited to, a verbal admonition, public reprimand, and expulsion from the meeting at which the conduct is occurring.

Challenge. Any member of the council shall have the right to challenge any action or ruling of the presiding officer, or member, in which case the decision of the majority of the members of the council present, including the presiding officer, shall govern.

City Staff. The city manager, city attorney, and city clerk or their designees shall have the right to enter into a discussion of any matter coming before the council. Other city staff may enter into a discussion through the city manager or designee or when asked a direct question by a member of the council. When city staff provide presented materials on agenda items, presentations should be brief, not to exceed 15 minutes with exceptions such as truth in taxation. City staff may attend meetings virtually but must be able to be clearly heard and seen while giving testimony before the council.

Council Meetings

Chapter 3. – Procedure of Council, Sec. 3.01. outlines the procedure for council meetings to be held, both regular meetings and special meetings such as workshops. While regular meetings and special meetings may allow public comment, workshops are an opportunity for council and staff to discuss agenda items/issues before them and not intended for the purpose of receiving public comment. While workshops are public meetings where interested persons are welcome and encouraged to attend, workshops are for city council and staff and not for the purpose of receiving public input unless at the discretion of the mayor, or in the mayor's absence the mayor pro tem, presiding over the workshop.

Agenda Item Additions Procedure

Items can be added to future workshop and/or regular meeting agendas in the following manner:

- Consensus reached during workshop, with consensus defined as the agreement of a majority of councilmembers present.
- Two (2) councilmembers can request an agenda item be added to an upcoming workshop during the Other Business portion of a regular meeting. No formal vote or consensus is needed to have the item added to workshop. When the item is discussed, consensus as defined above is required to bring the item forward for formal consideration at a regular council meeting.
- One (1) councilmember can request an item be added to a future workshop agenda through the workshop request form. The request form process does not provide discussion of the item itself but the opportunity for consensus as defined above to add the item to a future workshop.
- If an item has been reviewed at workshop and consensus as defined above is not reached to bring the item forward for formal consideration, one (1) councilmember may make a request under Other Business of any regular council meeting to add the item to a future council meeting. If the request is verbally supported on record by at least one (1) other councilmember, the item will be added to a future council meeting for formal consideration.

Agenda item addition requests not in compliance with this policy will be ruled out of order by the mayor/pro tem as chair of the meeting. Agenda item additions will be scheduled as soon as reasonably practicable, based on the priority of the item in relation to the priority of all other items as well as amount of staff time needed for review/research for the item.

1. Call to Order

The mayor, or in the mayor's absence the mayor pro tem, presides over all meetings of the city council and after determining that a quorum is present calls the meeting to order. The mayor or mayor pro tem shall:

- a. Preserve order and decorum in the council chambers.

- b. Observe and enforce all rules adopted by the council for its government.
- c. Decide all questions on order, in accordance with these rules.
- d. Recognize members of the council in the order in which they request the floor. No member shall be recognized and given the floor to speak on the same matter more than once until after all other members of the council have had an opportunity to be recognized and heard.
- e. Retain the authority during public comment to determine whether a speaker's remarks fail to comply with these rules or exceed the scope of the designated forum. The presiding officer shall have the authority to suspend such person's right to speak, subject to the council's right to overrule such decision.

2. *Pledge of Allegiance*

Following the call to order, those in attendance are asked to join the council in reciting the Pledge of Allegiance.

3. *Roll Call*

The city clerk, deputy city clerk, city attorney or manager takes roll and announces the presence or absence of individual councilmembers.

4. *Adoption of Agenda*

This order of business formally adopts the agenda as posted in accordance with state statute, city charter, and open meeting law. Changes may be presented by the city manager that result in the need to amend the posted agenda (revised order of agenda items, removal of items, addition of items due to accelerated timelines or increased priorities, etc.). Addition of agenda items for future meetings should be addressed as outlined in the Agenda Items Additions Procedure.

5. *Awards-Presentations-Organizational Business*

This order of business is the appropriate time to present awards, proclamations, or to recognize residents, staff, elected officials or others. It is also where business is conducted for the first meeting of the year to appoint council liaisons, designate the official newspaper and financial institutions.

6. *Communications*

This section is designated as an opportunity to relay information to the city council and community that is not on the agenda. Items for discussion under this section could include presentations by other elected officials such as legislators or commissioners, reports by councilmembers on a conference they attended, information presented by local organizations, or information council members feel would be important for the entire council.

7. *Open Forum*

This order of business provides a time for any individual to approach the council and share comments, concerns, or input on other items. While open forum is not intended to provide for response or discussion opportunities, if follow-up is needed, city staff will work to contact the speaker(s) outside of the meeting to arrange for that follow-up. Each speaker will be limited to 3

minutes with a maximum of 15 minutes set aside for open forum. The mayor will advise the audience of the time limit when introducing the open forum portion of the meeting.

8. *Consent Agenda*

Those matters of business that require action by the council which are considered to be of a routine and non-controversial nature and normally do not require any discussion are placed on the consent agenda. Any councilmember or the mayor may request an item be removed from this agenda and placed on the regular agenda. Council can ask questions/make clarifications on any item without the need for formal removal/separate action from the consent agenda as a whole. This action should be taken at the time the agenda is formally adopted. The individual items on the consent agenda shall be approved, adopted or enacted by one motion of the council.

Examples of such items include, but are not limited to:

- Approval of minutes (approved by full council even if absent from that meeting)
- Schedule of bills paid
- Renewal of licenses (i.e., tobacco, temporary nursery, peddlers/solicitors)
- Temporary on-sale 3.2 percent beverage licenses
- Premises permits for charitable gambling organizations
- Resolutions ordering public hearings
- Vacation of drainage/utility easement ordinances¹
- Final plats
- Development agreements/releases

9. *Public Hearings and Items Set for a Certain Time*

All public hearings will be held after the meeting begins at 7:00PM following the consent agenda unless otherwise noted. This order of business allows speakers to give testimony concerning the item set for a public hearing. The council holds public hearings as required by city ordinance and state statute. All members of the community wishing to speak about items during a public hearing may do so either in-person or in writing, including email. If attending in person, those wishing to speak are requested to please sign the public comment card prior to the meeting located outside the chambers and submit to the city clerk. Sign-up is first-come, first-serve. Names will be called and the speaker will step to the podium and speak into the microphone to address the council. Failure to complete a comment card will not preclude an individual's right to speak.

10. *Development Business*

This section includes items that relate to planning and development within the city, such as conditional use permits, preliminary/final plat approval, land use and zoning changes, concept plan approval, etc.

11. *Administration*

Those items which relate to the administration and details of city business should be placed under this section. Examples include, but are not limited to:

- Approval or authorization to enter into contracts
- Establishing policies

- Ordinances¹ (other than zoning related)
- Accepting bids for projects
- Appointing members to boards or commissions
- Budget adjustments
- Capital purchases requiring council approval
- Appropriating money for projects or other items
- Agreements
- Other items or non-development items requiring discussion
- Items which have been postponed or tabled to later date
- Reports

12. *Other Business*

This order of business provides an opportunity for councilmembers and staff to bring up items not included on the adopted agenda. Items to be addressed during this portion of the meeting are limited to:

- Questions or concerns of councilmembers
- Questions or concerns that have been expressed to councilmembers by residents or others
- Future agenda items as outlined in the Agenda Item Additions Procedure

Additional items or topics may be considered during Other Business upon a motion to suspend the rules, which will require a second and approval of two-thirds of the body.

13. *Adjournment*

A councilmember may propose to close the meeting by moving to adjourn. The meeting will close upon the majority vote of the council. A motion to adjourn will always be in order and decided without debate.

¹*First and Second Ordinance Readings:* As outlined in City Charter Sec. 3.05. - Procedure on Ordinances the enacting clause of all ordinances passed by the council shall be in the words, "The City of Blaine does ordain." Every ordinance shall be presented in writing at the meeting at which it is introduced. If a councilmember or one Blaine resident present at the meeting request[s] that the ordinance be read in its entirety, the ordinance shall be read at the meeting at which it is introduced. No ordinance except an emergency ordinance shall be passed at the meeting at which it is introduced, nor before the next regularly scheduled meeting of the council. In order to ensure consistency surrounding public input for proposed ordinance readings:

- a. First reading of an ordinance allows the city council to review the text and purpose of the proposed ordinance. At this reading council will ask questions of staff and the applicant(s) regarding the proposed ordinance contents and purpose, after which the clerk will hold first reading of the proposed ordinance number and title, unless requested its reading in its entirety.

b. Second reading of an ordinance will provide the city council an opportunity to hear public comment on the matters contained therein and allow the applicant(s) to present their request to the city council. Upon conclusion the council, by motion will vote to adopt, deny, postpone, or table second reading and ordinance adoption.



City of Blaine Staff Report

File Number: 2025-64

Agenda Date	Status
February 19, 2025	
In Control	File Type
City Council	Motion

Administration -

Agenda Item # 10.4

Adopt Proposed Amendments to the Council Code of Conduct

Executive Summary

Council is asked to consider the proposed amendments to the council code of conduct.

Background

Council adopted the current code of conduct March 2024. After review of several other cities' codes of conduct, staff is suggesting including additional language to help clarify the following topics:

- Other Engagement Opportunities - provides guidance for councilmembers who wish to hold/host small resident/business engagement opportunities outside of formal meetings while maintaining transparency and adhering to open meeting law
- Connecting Residents with Staff Resources - provides guidance for councilmembers on when to connect residents and others with staff resources while still maintaining important direct interactions
- Councilmember Behavior/Conduct - defines accountability and consequences and establishes a process for reporting concerns and outlines possible resulting actions

Council reviewed the proposed amendments at the February 11 retreat and provided feedback which have been incorporated into the final draft now being presented:

- Additional language around other engagement opportunities such as meet/greet sessions, education
- Change vote for censure to supermajority
- Remove mechanism for citizen reporting
- Expanded explanations for inappropriate statements that include intentionally making false statements or malice and relocated the section to the Respectful Conduct section.

Staff is presenting this draft for formal consideration. Adoption of the amended code of conduct is by motion.

Strategic Plan Relationship

This topic relates to the collaboration and engagement strategic priority through creation of healthy council working relationships.

Board/Commission Review

N/A

Financial Impact

N/A

Public Outreach/Input

N/A

Staff Recommendation

Council is asked to adopt the council code of conduct as amended.

Attachment List

1. Blaine Code of Conduct - Draft Amendments February 2025



BLAINE CITY COUNCIL – CODE OF CONDUCT

Contents

Introductory Pledge.....	2
Compliance and Enforcement	2
Comply with the Law	2
Roles of Council, Staff and Commissions	3
Working with Staff	4
Working with Boards/Commissions.....	5
Working with the Community.....	5
City Staff and the Public, Council Conduct with Staff.....	6
Council Conduct with the Public, Internal Council Conduct	7
Intergovernmental Relations	7

INTRODUCTORY PLEDGE

Blaine residents and businesses deserve a fair, ethical and accountable local government that earns the public's full confidence for integrity. Recognizing these goals, the code of conduct is established for all elected officials of the City of Blaine. As a member of the Blaine City Council, we agree to uphold the introductory pledge for elected officials adopted by the city council and conduct myself by the following model of behavior. We will:

- Comply with the law, including
 - Staying within the city council's authority
 - Following the open meeting, gift, and conflict of interest laws
- Respect city council roles and responsibilities when working with staff, boards and commissions
- Be consistent in policy and respect process
- Fulfill the council's fiduciary responsibility to act in the best interest of the city, and all of its residents, both financially and legally by:
 - keeping the common good as the highest purpose to focus on achieving constructive solutions for the public benefit
 - not disclosing private or confidential information of the city or using that information to advance personal interests. The mayor and councilmembers must maintain the confidentiality of all non-public information concerning property, personnel, or legal affairs of the city. They must neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests. Such disclosure is a violation of the Rules of Order and Procedure and the Council Code of Conduct.
 - protecting city interests and liability by following advice of legal counsel

COMPLIANCE AND ENFORCEMENT

The code of conduct expresses standards of ethical conduct expected for members of the Blaine City Council. Members themselves have the primary responsibility to assure the public that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. We will hold ourselves and each other accountable and when there is a suspected violation of the law, we will discuss with the city manager.

COMPLY WITH THE LAW

Members shall comply with the applicable federal laws, state laws, and city ordinances in the performance of their public duties.

Authority

The city's legislative powers are granted to the council as a whole, and not to individual members. The council as a whole is a policy-making board and as such, it is not the duty of the council to administer the day-to-day operations of the city. Many items will come before the council as required by city ordinance, but many issues are more discretionary in nature. It is important that the council and staff work together to differentiate between administrative duties that are relevant to staff, and those decisions that are of a policy-making nature and should come before the council. All councilmembers, including those serving as presiding officer, have equal votes. No councilmember has more power than any other councilmember, and all should be treated with equal respect.

Members are elected officials serving on the city council and councilmembers shall not attempt to act as, or carry out the responsibilities of, city staff or the city manager beyond what is outlined in the city charter and code. Councilmembers shall not undermine the authority of the city manager and city staff as those individuals carry out their duties as authorized by the city charter, code and the motions and resolutions adopted by majority of the city council. Including but not limited to speaking on behalf of council or city staff, media engagement, developers, property owners or residents without approval of a majority of council.

Mayoral Role

According to [Blaine City Charter Chapter 2, Section 2.06](#) the mayor is a full member of the council in addition to acting as presiding officer of meetings; representing the city ceremoniously; and executing official documents.

Open Meeting Law (OML)

Public deliberations and processes shall be conducted openly and in a transparent manner. The Minnesota Open Meeting Law [Chapter 13D](#) requires that meetings of governmental bodies generally be open to the public in order to:

- Prohibit actions being taken at a secret meeting where it is impossible for the interested public to become fully informed about a public board's decisions or to detect improper influences
- Assure the public's right to be informed and observe public meetings

The Minnesota Supreme Court has noted that meetings of less than a quorum of a public body held serially to avoid a public meeting or to fashion agreement on an issue of public business may violate the open meeting law.

Gift/Donations

Gifts from Interested Persons: Unless as outlined in exceptions, per [MN Statute 471.895](#) councilmembers may not receive gifts from any "interested person" in conjunction with their city council duties:

- A "gift" is defined as money, real or personal property, a service, loan, a forbearance or forgiveness of debt, or a promise of future employment, that is given and received without the giver receiving something of equal or greater value in return
- "Interested person" means a person or a representative of a person or association that has a direct financial interest in a decision that a local official is authorized to make
 - virtually every resident or person doing business in the city could have a direct financial interest in a decision

Gifts to the city: councilmembers can recommend acceptance of general gifts through the city's donation policy. All gifts to the city must be accepted by city council resolution.

Logo

Members shall not use the city's name or logo for the purpose of endorsing any political candidate or business.

Conflict of Interest

Conflict of interest is when any member who has a "financial interest" in, or who may receive a financial benefit as a result of, any action or if there is potential for the appearance of conflict of interest. Questions about a potential conflict of interest shall be discussed with the city manager.

Contractual Conflict of Interest: Per [MN Statute 471.87](#), with exceptions in [MN Statutes 123B.195](#) and [471.88](#), a public officer who is authorized to take part in any manner in making any sale, lease, or contract in official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom.

Non-Contractual Conflict of Interest: Non-contractual matters may include such things as council decisions on zoning, local improvements, and the issuance of licenses. Although not generally prohibited by state law, an interested councilmember most likely should abstain from participating in council discussion and from voting on these issues.

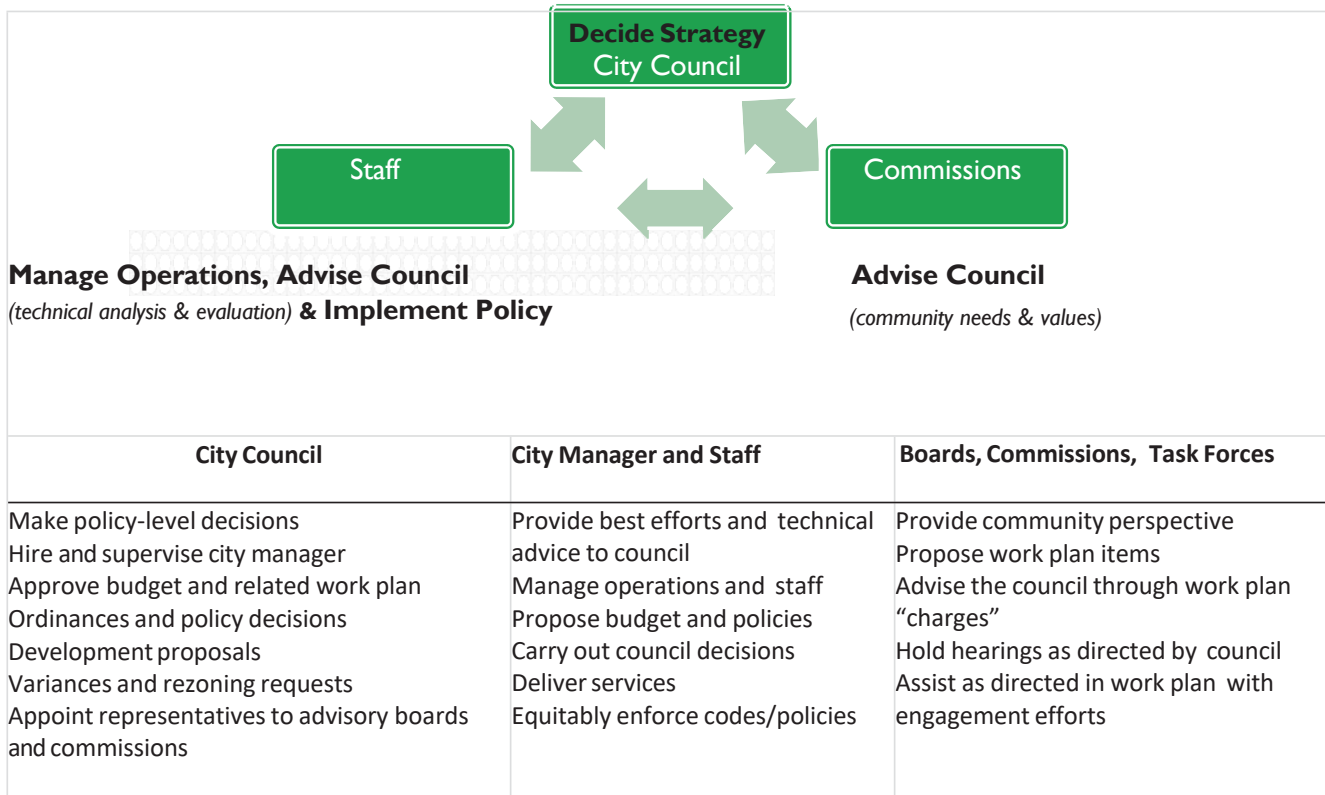
Members who have a potential conflict of interest shall:

- Disclose the conflict of interest to the group, and
- Abstain from the council discussion debate and vote

ROLES OF COUNCIL, STAFF AND COMMISSIONS

We are all part of a team committed to the residents of Blaine both today and in the future. To be effective we must come to meetings with an open mind, think strategically about city issues and delegate details of

implementations to staff. We will strive to maintain a culture of trust, respect and candor as a council and when working with staff and boards/commissions.



Respectful Behavior

Members should **STRIVE TO**:

Treat people with courtesy, politeness, and kindness
 Encourage others to express their opinions and ideas
 Listen to what others have to say
 Use the ideas of others to improve decisions and outcomes
 Recognize and respect differences
 Prepare for the issues at hand
 Focus on the business of the body
 Consider only legally germane information in decisions
 Act as a decision maker, not an advocate

Members should **AVOID**:

- Speaking over or cutting off another individual's comments
- Insulting, disparaging, or putting down people or their ideas
- Bullying other members by displaying a pattern of belittling, demeaning, judging or patronizing comments
- Violence or the threat of violence will not be tolerated

WORKING WITH CITY STAFF

Members shall respect and adhere to the council-manager structure of Blaine city government. This means:

City Council does...

Hire, fire, and supervise city manager
 Set the strategic direction for the city
 Consider and approve budget and related work plan, and monitor performance relative to those items
 Consider and approve policy decisions
 Consider and approve development proposals
 Consider and approve variances and rezoning requests
 Appoint citizens to citizen advisory boards and commissions
 Approve and amend work plans and bylaws

City Council does not...

- Hire and fire staff
- Direct activities of staff other than city manager
 - Individually direct activities of boards, commissions or other resident groups
 - Individually approve policies, projects etc.
 - Individually commit resources or staff to specific causes
 - Individually enforce policies, city code, etc. or speak or prepare official correspondence on behalf of the city unless authorized by council

Councilmembers promise city staff they will:

- Respect staff as valued resources and members of our team
- Support the maintenance of a positive and constructive workplace environment for city employees where individual members, staff and the public are free to express their ideas and work to their full potential
- Provide direction to the city manager as a body and not direct the work of individual staff
- Encourage staff to focus on the big picture in reports
- When possible, notify the city manager in advance of a council meeting of questions or requests to pull agenda items from the consent agenda so the appropriate staff can compile the information needed
- Agree that information they ask of the city manager will be shared equally with all councilmembers
- Copy the city manager on all communications with staff, including questions on topics such as agenda items

WORKING WITH BOARDS AND COMMISSIONS

As set forth in the [Blaine City Charter Chapter 2, Section 2.02](#), Blaine's boards and commissions are established by the council and serve as advisory to the council. Specific board and commission roles are:

- Investigate matters within the scope of the commission or as specifically directed by the council
- Advise the council by communicating the viewpoint or advice of the commission
- At the direction of council, hold hearings, receive evidence, conduct investigations, and, based on such hearings, evidence and investigations, make decisions and recommendations to the council

Councilmembers promise boards and commissions they will:

- View boards and commissions as vitally important resources to support our decision-making
- Communicate effectively with boards and commissions to ensure they have the tools to do their work
- Give clear direction as a body and take adequate time to review the result of their deliberations
- Because of the value of the independent advice of boards, commissions, and task forces to the public decision-making process, members of council shall refrain from using their position to influence the deliberations or outcomes of board, commission, and task force proceedings
- The expectation is that councilmembers will not typically attend board, commission, committee, working group or task force meetings. However, under special circumstances, if we attend a meeting:
 - We will do so only as an observer and prior to attending will notify the appropriate staff liaison
 - Strive for good communication by reporting out to other councilmembers

WORKING WITH THE COMMUNITY

Residents: City staff is the first call for help for residents. We will refer residents who have concerns to the city manager. If a resident has contacted the city manager but is still not satisfied, we will discuss with the city manager. We acknowledge if a resident receives conflicting information from different councilmembers or staff that is difficult for the resident and could increase liability for the city.

Businesses or other interests: The purpose of a city council meeting is to discuss information needed to make an informed decision, review that information, and decide. It is not feasible to conduct all business in a public meeting. Particularly around development, business interests might ask a member to meet outside of the city council meeting to facilitate idea generation about proposals.

The city council's overarching principles for working the community are:

- Never grant any special consideration, treatment, or advantage
- Respect sensitivity of personal information

- Honor our rules regarding public testimony and clearly communicate the rules
- Make ourselves available to all parties on an equal basis and not advocate for a certain point of view
- Be cautious about how we participate in meetings or events and not prejudice the issue before the council has had a chance to deliberate

CITY STAFF AND THE PUBLIC

Public decision-making must be fair and impartial and shall not be discriminatory on the basis of those protected classes outlined in federal, state, and city laws and ordinances. City policy dictates that elected officials and advisory board members conduct business in a manner which, both internally and in relation to each other and their constituencies, is free from illegal discrimination based on race, color, creed, religion, national origin, sex, disability, age, marital status, socio-economic status, or sexual orientation.

Meetings requested by residents or businesses:

1. AFTER DECISION: If we are invited to a meeting about an issue the council has decided upon, we will explain how the council arrived at the decision.
2. DURING DECISION: If we are invited to a meeting about an issue that will be before the council in the future, we will uphold the above principles for working with the community, and:
 - a. We will not make our decision about an issue before the city council until the process allows.
 - b. We will be sensitive to the fact that we are not hearing everyone, and we will give equal consideration to all feedback regardless of the way it is received.
3. DURING SPECIFIED ENGAGEMENT PROCESS: If we meet with a resident during a planned engagement process, we will notify the resident that we are there to listen and encourage them to participate through the established process to engage. We will ensure that staff received the feedback provided to us.
4. OTHER ENGAGEMENT OPPORTUNITIES: ~~To allow staff to be best prepared for meetings and questions that arise, we will notify the city manager if we wish to attend meetings with staff to best ensure the appropriate staff are present and to ensure no possible open meeting law concerns.~~ Engagement opportunities outside of formal council meetings are often an effective and meaningful way to connect with residents in a less formal manner, such as meeting with one or two residents about a topic, meeting with a few business owners in an area, or holding a listening session for a small portion of a neighborhood. The goal of these smaller engagement opportunities is to provide one or two councilmembers the opportunity to engage with constituents in a smaller group setting, different than larger, staff-supported events such as an open house or broader neighborhood meeting, that may be subject to the open meeting law. These opportunities should be considered as listening sessions for feedback on a topic that the councilmember(s) then relay to the full council as part of formal consideration.

Should a councilmember like to host an engagement opportunity, they should:

- Inform the city manager to allow staff time if needed to notify about the opportunity, ensuring equal access for all and ensuring that all regulatory and open meeting law requirements are met.
- Inform their fellow councilmembers that an engagement opportunity will be taking place.

Councilmembers should use these opportunities to:

- Listen to constituents' concerns and ideas.
- Encourage residents to attend council meetings and participate in the public decision-making process.
- Collaborate with the city manager to ensure that constituents' concerns and ideas are addressed through staff and in accordance with established policies and procedures.

Councilmembers should avoid:

- Making promises or commitments on behalf of the council or city.
- Discussing confidential, private, or non-public sensitive information and redirect conversations to the

appropriate public forum(s).

- Directing staff or making specific requests outside of the established protocol (i.e., via the city manager).
- Councilmembers should keep a separation between their official duties and any campaign/re-election activities.

5. We will also notify the city manager in the event we wish to attend board/commission meetings as well as legislative committee meetings/hearings so staff can notify the chair(s) and/or lobbyists in order to be best prepared.

By following these guidelines, councilmembers can effectively engage with the public outside of formal council meetings while maintaining transparency, upholding ethical responsibilities and encouraging active participation in the local government decision-making process.

COUNCIL CONDUCT WITH CITY STAFF

Direction to Staff for Projects/Agenda Items - Direction is given to city staff to pursue items that generally impact the public policy of the city by reaching consensus during a workshop or through a direct binding majority vote of the council at a special or regular business meeting. This direction can occur either through a workshop item agenda form with general consensus of the council or under other business on the regular business agenda through a motion/second and majority vote. Once direction is given, the city manager will assign the work to a staff member or advise the council that additional staffing will be needed to carry out the task. City staff, including the direct employees of the council (the city manager and city attorney), are not obligated to pursue items for only one councilmember. If a councilmember wishes to direct staff to work on a specific item, the councilmember must receive consent of the council by reaching consensus during a workshop meeting, by a majority vote of approval, or by submitting a workshop item agenda form that results in consensus of the council.

Requests for Information on Non-Agenda Items - City staff carry out the day-to-day business of operating the city. The council should keep this in mind when requesting information or asking to perform these functions. Generally, all interactions with staff members should flow through the city manager. If a councilmember is asking for information from city staff that will require more than 30 minutes of staff time to collect or research a problem and prepare a response, the request will need to be approved by the council to ensure that staff resources are allocated in accordance with overall council priorities.

Interaction with Staff - It is not appropriate for councilmembers to admonish city staff when disagreeing with the information brought forth for presentation to the governing body. Concerns should be taken up with the city manager, and if an issue is identified that needs to be addressed by the whole council, it will be brought forth accordingly. In any event, there shall be no personal attacks on city staff.

COUNCIL CONDUCT WITH THE PUBLIC

Public Meetings - Making the public feel welcome is an important part of the democratic process. Recognizing that the actions of each council member impact the public perception of the whole council, councilmembers shall strive to treat the public with respect.

Connecting Residents with Staff Resources - Councilmembers serve as the link between residents and their local government. Through various channels such as mail, telephone, face-to-face interactions, and electronic means, council facilitates a crucial two-way exchange of information.

On one hand, councilmembers are often the first point of contact for residents who wish to express concerns, seek assistance or provide recommendations for policy; therefore, it is essential that councilmembers handle these interactions with tact and professionalism to maintain positive relationships and foster citizen support for

the government. On the other hand, councilmembers also play a key role in disseminating information about city programs and policies to the public. By educating residents about local government and the rationale behind city policies, councilmembers can help build understanding and support for city initiatives.

In day-to-day community interactions, councilmembers need not act as intermediaries between city staff and community members when advocating for a community issue brought directly to the councilmember. Councilmembers ~~may~~ should connect community members to the appropriate city resources when contacted about various issues by reaching out to the city manager ~~or~~ and appropriate department heads and requesting follow-up as needed. The city manager ~~or~~ and appropriate department heads shall address the issue or delegate it to the appropriate staff for follow-up. Further follow-up with the councilmember by the city manager ~~or~~ and appropriate department heads for informational purposes may occur if necessary.

Councilmembers' Behavior and Conduct: Councilmembers who violates the code of conduct are subject to admonition, reprimand, or censure. Any violations that potentially constitute criminal conduct shall be handled by the criminal justice system.

Accountability/Consequences: A potential action for failing to comply with this code of conduct may include the following:

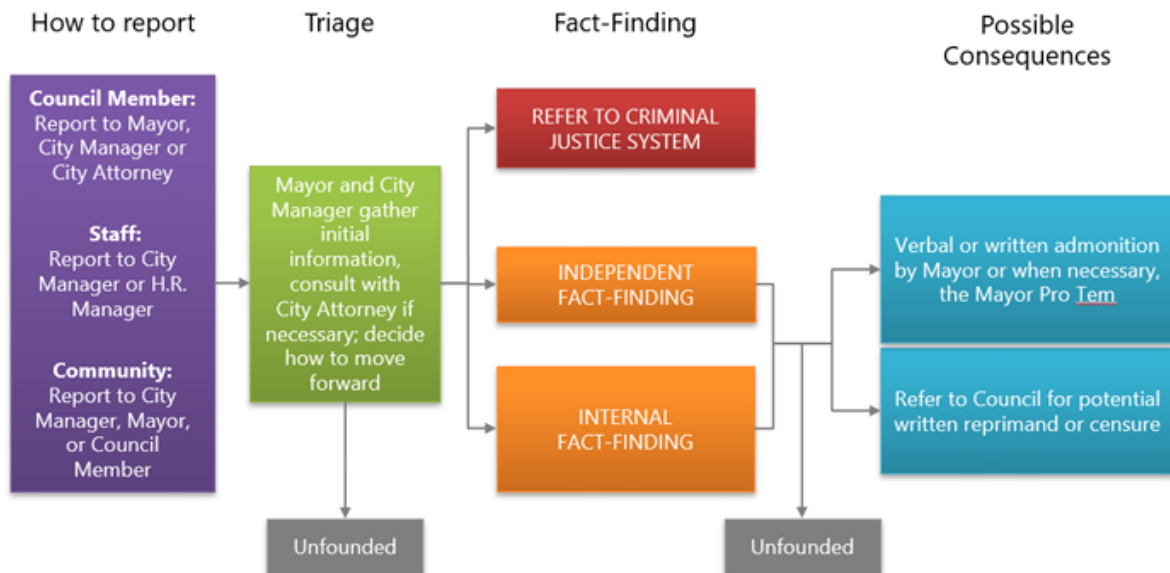
1. Admonition. An admonition shall be verbal or written statement made by the mayor to the councilmember.
2. Reprimand. A reprimand shall be administered to the councilmember by letter. The letter shall be approved by the city council and shall be signed by the mayor, or by the mayor pro tem if the mayor position is vacant or if the matter involves the mayor.
3. Censure. A censure shall be administered pursuant to a formal resolution adopted by the council. A member may receive a public admonishment for failure to conform with any provisions of these bylaws, state statute, violation of confidentiality or attorney-client privilege, or other acts considered to merit reprimand by the city council. The city council, as a body, may by motion and a supermajority, commend or censure one of its own. If the act involves two members of the council, a majority vote is required.

Factors that will be considered in determining the appropriate consequence include but are not limited to the seriousness of the violation and/or the number of preceding violations.

Procedures for reporting:

1. A member of the city council may report a potential code of conduct violation by a member of the council by bringing the matter to the attention of the mayor, city manager, or city attorney.
2. A city staff member may report a potential code of conduct violation by a member of the council by bringing the matter to the attention of the city manager or human resources manager.
3. If the potential violation involves the mayor, it should be brought to the attention of the mayor pro tem, city manager or city attorney.
4. If the mayor and/or mayor pro tem are unable to be involved in reviewing the code of conduct complaint for any reason, the matter will be reviewed by the next most senior member of the council not involved in the complaint.
5. Upon receipt of a complaint, the following diagram highlights the process that will be used:

Reporting and Addressing Possible Code of Conduct Violations



INTERNAL COUNCIL CONDUCT

The council exists to work in the interest of the public. The council should strive to work as a team in achieving the best outcome for the community. The council should conduct business in a civil, efficient, and cooperative manner with other members of the council and city staff. It is incumbent upon the members of council to listen to one another and give full opportunity for all viewpoints to be heard. All disagreements should be handled in a civil fashion.

Inappropriate behavior by a councilmember such as intentionally or with malice sharing false statements during a council meeting may be addressed through a verbal correction by the mayor/mayor pro tem either during or outside of the council meeting. Further incidents may be addressed by subsequent verbal corrections accompanied by use of the gavel. Repeated incidents can give rise to the mayor/mayor pro tem not recognizing the offending councilmember to speak. A councilmember can request that any of these actions against an offending councilmember be taken if the mayor/mayor pro tem has not done so on their own.

Councilmembers must act in a respectful, courteous and professional manner while acting in their roles as elected officials. Councilmembers are entitled to disagree regarding city direction and decisions relating to regulations, policies and positions, but councilmembers may not use their titles as mayor/councilmember or any city-sponsored means of communication (e.g.: city-issued email, social media posts, etc.) to disparage other members, council decisions, city staff or any city-related issues. Personal attacks against staff, other councilmembers, or members of the public by a councilmember without basis is a violation of the Rules of Order and Procedure and the Council Code of Conduct.

Councilmembers acknowledge they are elected to be one member of a decision-making body and at times members may disagree with the approved decisions of a majority of the council. While councilmembers may respectfully disagree with decisions made by the majority, members should not publicly disparage or undermine approved council decisions in any manner that may be detrimental to the city carrying out such decisions and acting as directed by a majority of the council.

INTERGOVERNMENTAL RELATIONS

Members shall represent positions approved by the council to the best of their ability when working with:

- Legislative bodies
- Federal or state agencies
- Other local governments, such as school boards, counties, or municipalities

If an individual councilmember's opinion differs from the city position, or a matter agreed upon by the full council, members shall explicitly state they do not represent their city council or the City of Blaine, nor will they allow the inference that they do.

Members will represent the official policies or positions of the city as set forth in the city charter, city ordinances, and the motions and resolutions adopted by a majority of the city council to the best of their abilities. When presenting their individual opinions and positions that differ from the official policies or positions of the city, members must explicitly state they are speaking in their personal capacity and do not represent the position of the city or the council.